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26-05007

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PUBLIC UTILITIES COMMISSION OF NEVADA
Docket No. 26-05007
Phase II: DSM, DRP, TEP, LLESA

Prepared Direct Testimony of
Adam E. Danise, P.E., on behalf of the
Regulatory Operations Staff

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

A. My name is Adam E. Danise. I am a Regulatory Engineer for the Regulatory Operations Staff ("Staff") of the Public Utilities Commission of Nevada ("Commission"). My business address is 9075 West Diablo Drive, Suite 250, Las Vegas, Nevada 89148.

2. Q. Does Attachment AED-1 summarize your professional background?

A. Yes, it does.

3. Q. What is the purpose of your testimony?

A. The purpose of my testimony is to provide Staff's recommendations regarding the Joint Application of Nevada Power Company d/b/a NV Energy ("Nevada Power") and Sierra Pacific Power Company d/b/a NV Energy ("Sierra" and together with Nevada Power, "NV Energy") for approval of their joint 2027-2046 triennial integrated resource plan ("IRP") for the three-year Action Plan period 2027-2029, and the Energy Supply Plan ("ESP") period of 2027-2029 (referred to here as the "2026 Joint IRP Application").

Specifically, I address the relationship between NV Energy's Commission-approved Rule No. 9 – Electric Line Extensions tariff ("Rule 9") and the provision of new or increased bundled electric service, the incremental cost and planning consequences associated with providing electric service to extraordinary large load requests, and NV Energy's proposed requirement for large load customers greater than

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25 megawatts ("MW") to enter into a Large Load Electric Service Agreement ("LLESA") to receive bundled electric service.[1]

4. Q. What are Staff's recommendations to the Commission regarding the issues discussed in Question and Answer ("Q&A") 3?

A. Staff recommends that the Commission:

1. Find that Rule 9 implements an Applicant's request for new or modified electric service when line-extension facilities are required and that the Applicant's executed Rule 9 Agreement serves as the service contract under Nevada Power's and Sierra's Rule 10.
2. In conjunction with Staff witnesses Swetha Venkat, Karen Olesky, Gaurav Shil, Manuel Lopez, and Kimberly Burakowski, I recommend that the Commission deny NV Energy's proposed form LLESA and open an investigatory Docket to establish a ratepayer protection mechanism ("RPM") under which NV Energy provides bundled retail electric service to large load customers. I further recommend that the Commission find that large load customers, except for EdgeCore Phase 1 and 2 and Redwood Materials Phase 1 projects, must pay their full incremental cost to serve their loads as a condition to receive bundled retail electric service.[2]

I. Recommendation No. 1: Find that an executed Rule 9 Agreement serves as the Service Contract under Nevada Power's and Sierra's Rule 10.

5. Q. How does NV Energy describe the large load customers to which its proposed form LLESA would apply?

A. NV Energy defines a large load customer as a customer with at least 25 megawatts ("MW") of load (whether a new customer request or an increase that accelerates an existing customer's load above prior expectations), taking bundled retail electric

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[1] Nevada Power and Sierra have individual Rule 9 tariffs, but they are identical in all material respects. When referencing "Rule 9" herein, I am referring to both utility's Rule 9 tariffs.

[2] My recommendation to deny NV Energy's proposed form LLESA is in conjunction with Staff witnesses Karen Olesky, Swetha Venkat, Gaurav Shil, Manuel Lopez, and Kimberly Burakowski.

service under Nevada Power's Schedule Large General Service-3 ("LGS-3") or Sierra's General Service-3 ("GS-3"), whose requested load size, ramp timing, or load volatility may require NV Energy to develop incremental services beyond what would otherwise be necessary to serve existing customers.[3]

6. Q. Please generally describe NV Energy's Commission-approved Rule 9 Tariff.

A. NV Energy's Commission-approved Rule 9 tariff establishes the process to interconnect an applicant's facility to NV Energy's transmission and/or distribution ("T&D") system. NV Energy invests in a line extension to connect an applicant's facility to its T&D system (often referred to as the "project") on behalf of its ratepayers, and the Rule 9 tariff specifies how the line extension should be designed, constructed, and funded with respect to the project's size, duration, and risk.[4] The Rule 9 tariff also allocates customer and utility exposure when expected demand or project revenues do not materialize. NV Energy uses written Rule 9 Agreement(s) to implement the tariff, which incorporate provisions of the Rule 9 tariff and NV Energy's policies, procedures, and practices.[5]

7. Q. Please generally describe the Rule 9 process for large load customers.

A. NV Energy states that the process begins with a project data sheet that a large load customer submits, providing information about the applicant, location of the project, electrical requirements, target in-service date and other key information needed to prepare a preliminary design.[6] NV Energy then conducts a transmission load study. The results of the study, including the identification of the electrical facilities required to interconnect the applicant's facility and associated information such as cost

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[3] Direct Testimony of Janet Wells at 19-20.

[4] *See* Section A.1 of Nevada Power's and Sierra's Commission-approved Rule 9 tariff.

[5] NV Energy's Rule 9 defines Rule 9 Agreements as "a general term encompassing a written contract between Utility and Applicant that documents the parties' agreement concerning one or more provisions of this Rule, related sections in the Tariff Schedules and/or Utility's policies, procedures and practices. Utility may use other types of agreements that are not specifically referred to in this Rule in order to effectuate the purposes of this Rule."

[6] Docket No. 24-05041, Exhibit 179 at 6-9.

estimates and schedule are provided to the applicant in what NV Energy refers to as a "discovery package."[7]

Before constructing the applicant's project, the applicant must execute a Rule 9 Agreement that establishes the required electrical facilities to interconnect the applicant's facility, payments and other project obligations.[8] Depending on the applicant's project, the Rule 9 Agreement will be either a High Voltage Distribution Agreement ("HVD Agreement") or a Substation/High Voltage Distribution Agreement ("SHVD Agreement"), or if the applicant's project is a master planned community, a Master Planned Community Umbrella Agreement ("Umbrella Agreement") will be required in combination with the HVD or SHVD Agreement (collectively referred to as "Rule 9 Agreements").[9] Once the Rule 9 Agreement(s), the associated designs, permits/easements, and government approvals are obtained for the required electrical facilities, the project moves to construction, testing, metering, and energization.[10]

8. Q. Please describe the purpose of NV Energy's form HVD Agreement.

A. It is my understanding that the HVD Agreement is a project-specific Rule 9 Agreement that is used when an applicant's project request requires the construction of high-voltage distribution facilities to interconnect an applicant's facility.

9. Q. Please describe the purpose of NV Energy's form SHVD Agreement.

A. It is my understanding that the SHVD Agreement is a project specific Rule 9 Agreement that is used when an applicant's project requires the construction of substation and high-voltage distribution facilities.

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7 *Id.* NV Energy provided the discovery packages associated with several large load customer projects confidentially in its January 27, 2026, comments in Docket No. 20-08014.

8 *Id.*

9 *Id.* Additionally, Attachment AED-2, NV Energy's response to Staff data request ("DR") 221 provides NV Energy's Rule 9 Form Agreements.

10 *Id.*

10. Q. Please describe the purpose of NV Energy's form Umbrella Agreement.

A. It is my understanding that the Umbrella Agreement is used to establish the overall planning framework for interconnecting a qualifying master-planned community and identifies the master-planned development boundary, anticipated load, development schedule, and the electrical facilities expected to serve the community, but does not generally establish the final design or cost of each specific project within the master-planned community. Each specific phase or large load project within the master-planned community is implemented through either a HVD or SHVD Agreement in combination with the Umbrella Agreement, depending on the electrical facilities required.

11. Q. In Q&A 14 of Shawn Elicegui's Direct Testimony, he states that Rule 9 Agreements primarily address the transmission, substation and high voltage distribution infrastructure needed to interconnect large load customers, but do not address generation or electric supply. Do you agree?

A. While I agree that NV Energy's Rule 9 Agreements principally address the interconnection of an applicant's facility, provisions in the Rule 9 Agreements either address or infer that electric service will be provided.[11] The scope of the Rule 9 Agreement does not, by itself, establish the complete meaning or intent of Rule 9, or eliminate the relationship between the applicant's request and the upstream resources necessary to fulfil that request. Furthermore, Mr. Elicegui does not specifically address NV Energy's Commission-approved Rule 9 tariff or how the provision of electric service is unrelated to the Rule 9 tariff. NV Energy fails to establish how its Rule 9 tariff does not implement a request for electric service, which is concerning

[11] *See, e.g., id.* (DR 221 Agreements). Section 1.8 of the HVD Agreement is titled "Providing Service to Applicant; Energy Supply" and states that "Utility will provide Service to the Development in accordance with this Agreement, applicable Laws, and the Tariff Schedules." NV Energy's Electric Tariff Rule 1 defines "Service" as "the availability of electric power and energy at the Customer's point of delivery, in the form, and at the approximate volume required for the purposes specified in application for service or contract irrespective of whether electric energy is actually utilized by Customer" which is also discussed later in my testimony.

because taking this position seems to render Rule 9 impractical or unreasonable depending on the project circumstances.

12. Q. Did NV Energy amend its Rule 9 Agreements to add provisions requiring a large load applicant to execute a written service agreement for the generation capacity and energy supply needed to serve that applicant's requested load?

A. Yes. NV Energy states that it began including a provision in its Rule 9 Agreements starting in October 2024 requiring large load customers to execute a separate written service agreement to address the generation capacity to meet their requested load.[12]

13. Q. Did NV Energy obtain Commission approval of the amendments it made to its Rule 9 Agreements in October 2024?

A. No.[13] NV Energy states that it did not obtain Commission approval of its revised Rule 9 Agreements because the Rule 9 Agreement definition in Rule 9 allows NV Energy to set out its policies, procedures and practices and, since requiring a separate written service agreement is now a practice, NV Energy claims that it is not obligated to seek Commission approval.[14] When asked in Staff DR 220 to provide a copy of any policies, procedures, memos, or key decision reports relating to its revisions to the Rule 9 Agreements, NV Energy responded that there were not any.[15] NV Energy's response is very concerning as NV Energy made a fundamental policy shift in the way it has done business for decades prior and it appears the prudency of this decision remains in question as NV Energy either implemented a policy change without approval from executive leadership, or neglected to document any discussions, analyses, or other justification for this significant change in policy.[16]

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[12] *See* Attachment AED-3, NV Energy's Response to Staff DR 70.

[13] NV Energy filed an Advice Letter with the Commission for approval of a comprehensive revision of its Rule 9 tariffs in Docket Nos. 26-03009 and 26-03010, after it had already modified its Rule 9 Agreements requiring a separate written agreement for large load customers. The last comprehensive Rule 9 tariff revision occurred in Docket Nos. 12-10004 and 12-10005.

[14] *See* Attachment AED-3, NV Energy's Response to Staff DR 70.

[15] *See* Attachment AED-4, NV Energy's Response to Staff DR 220.

[16] Staff DR 220 specifically asked for the policies, procedures, memos, or key decision reports related to the Rule 9 Agreement modification. If documentation exists under a different term or label, NV Energy should have stated such in

14. Q. What does NV Energy's Rule No. 10 – Contracts ("Rule 10") provide concerning Commission approval of Rule 9 Agreements?

A. Both Nevada Power's and Sierra's Rule 10.C exempts Rule 9 Agreements from Commission approval in Section A.2 where construction of a line extension or other electrical facilities are necessary. However, that limited exception should not be taken as a categorical exemption from Commission oversight as Section B of Rule 10 allows the Commission to change or modify any contract for electric service.[17]

15. Q. Should NV Energy have filed the proposed revisions to its Rule 9 Agreements with the Commission?

A. In my opinion, yes. Although every Rule 9 Agreement does not necessarily require Commission approval, the revisions NV Energy made to its Rule 9 Agreements linking an applicant's service request under Rule 9 to a separate energy supply agreement affect a large load customer's electric service expectations, project sequencing, load forecast treatment, payment obligations and the timing of resource commitments, and generally how NV Energy provides electric service to its customers. Those consequences warrant stakeholder input in a transparent process in front of the Commission. As discussed by Staff Witness Karen Olesky, it appears that NV Energy was not transparent or forthcoming with its customers when it began implementing the separate written agreement for energy supply.

16. Q. Does Rule 10 support treating Rule 9 as part of the process for obtaining electric service?

A. Yes. Section A of Rule 10 generally states that a service contract is not a prerequisite for electric service except for those scenarios listed in Sections A.1 through A.4.[18] Section A.1 recognizes that contracts may be required pursuant to a filed rate

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its response to Staff DR 220 and provided that documentation. The intent of the DR is clear, however, if NV Energy had any questions related to Staff DR 220, it should have reached out to Staff and sought clarification, not just disregard the question entirely. Additionally, it would be concerning and entirely improper for NV Energy to provide such information to the Commission through its rebuttal testimony when the same information was withheld during the discovery phase.

[17] *See* Sections A.2 and C of Nevada Power's and Sierra's Rule 10 tariffs.

[18] *See* Section A of Nevada Power's and Sierra's Rule 10 tariffs.

schedule. Section A.2 requires a service contract when constructing of line extensions or other facilities are necessary and links the contract term to Rule 9.[19] Practically, Rule 10 should be construed as treating a line extension contract (Rule 9 Agreement) as the service contract with a separate tariff or other mechanism that outlines the terms and conditions of that service.

17. Q. What is the basis for finding that a Rule 9 Agreement implements a request for electric service?

A. The Rule 1 definitions referenced in the Rule 9 Agreement begin with the Applicant's request for electric service and recognize a "Customer" as someone whose application has been accepted.[20] The definition of "Service" under Rule 1 concerns the availability of electric power and energy at the point of delivery, in the form and approximate volume required by the application, whether or not the energy is actually used.[21] The "Line Extension" definition ties the electrical facilities to the Customer's requested load.[22] Read together with Rule 9, these definitions support treating the Rule 9 connection process as a means of implementing the provision of bundled electric service with the requested power and energy and the execution of a Rule 9 Agreement.

18. Q. How does Rule 9 implement the customer's request for service?

A. The applicant supplies project information, including the Estimated Full Build-out Project Load ("EFBPL"), and NV Energy uses that information in consultation with the applicant to design the required line extension facilities.[23] Rule 9's minimum facility and routing provisions tie the design to the requested service and the available source of capacity.[24] The EFBPL addresses anticipated phasing and the ultimate build-out of the applicant's project and is not limited to the applicant's initial energized loads. It does not follow that the entire full build-out load requested by the applicant

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[19] *See* Section A.2 of Nevada Power's and Sierra's Rule 10 tariffs.
[20] *See* Nevada Power's and Sierra's Rule 1 tariff.
[21] *Id.*
[22] *Id.*
[23] *See* Sections A.2 through A.4 and Section 34 of Nevada Power's and Sierra's Rule 9 tariff.
[24] *Id.*

must be served immediately or that the estimate alone establishes an unconditional generation capacity entitlement, but the function of the Rule 9 process is to make service available to the applicant. Thus, the applicant requests a defined level of electric service and NV Energy determines what electrical facilities must be added or modified to make that service available with the intent of commencing or expanding electric service, not the delivery of an isolated construction project that cannot be utilized. The electrical facilities are essential to Rule 9, but they are instrumental to NV Energy's ability to make the requested power and energy available at the requested point of delivery.

19. Q. What economic relationship connects electric service with Rule 9 investments?

A. Rule 9 states that NV Energy invests in an applicant's line extension project on behalf of ratepayers and allocates the costs and responsibilities between the utility and applicant based upon the project's characteristics.[25] Economically, the customer requests service, the utility commits capital, and then the customer payments under the Rule 9 Agreements and rate schedules contribute to recovery of that capital and the costs of providing service. This economic relationship explains why load size, service duration, expected revenue, customer credit risk, security, phasing, true-up, and termination are outlined in Rule 9. A physical interconnection may be completed even though the load and monthly bills that are expected to support those costs arrive later, at a lower level, or not at all. The customer protections within Rule 9 address the economic risk that future revenues do not support the cost of the line extension, completion of the physical interconnection itself does not resolve that risk.

20. Q. How do allowances illustrate that economic relationship?

A. NV Energy invests capital on behalf of its ratepayers on a customer's line extension project by providing allowances. An allowance is a credit against the customer's otherwise applicable advance. Not every allowance is an individualized calculation of

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[25] *See* Section 1 of Nevada Power's and Sierra's Rule 9 tariff.

all future customer revenues. However, a revenue-based allowance explicitly makes the connection by using the portion of the expected revenue stream designed in rates to recover the relevant line extension cost.[26] Thus, Rule 9 contemplates the provision of electric service by the expectation that an applicant will make continued service-related payments. Additionally, since the 1980s all electric utilities in Nevada have been required to perform **<u>integrated</u>** resource planning. The premise underlying NV Energy's position that Rule 9 Agreements do not contemplate generation or energy supply suggests that the Rule 9 agreements executed prior to the changes made by NV Energy in October 2024 were not part of an integrated resource plan that addressed the generation, transmission and distribution facilities to serve the load requested in the Rule 9 Agreement, which is non-sensical. The word integrate refers to all aspects of service.[27] Staff understands that the extraordinary loads requested by large data centers and the timeline in which they request to be served by NV Energy causes planning issues that need to be addressed; however, the underlying premise of NV Energy's position that historic Rule 9 Agreements executed between NV Energy and the applicant never contemplated providing energy to serve the applicant's load is just not accurate.

21. Q. How does Rule 9 address the risk that expected revenues may not materialize because of a reduction to or termination of a customer's project?

A. Generally, under Rule 9, the applicant is responsible for the total cost of the line extension to interconnect its facility into NV Energy's T&D system.[28] The large project provision in Rule 9, defined as new capacity of 1 megawatt or more or an estimated line extension cost that is greater than $400,000, outlines additional requirements that, among others, establish reduction of service or termination charges, sufficient security to protect against unpaid true-ups and termination charges, a load

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[26] *See* Section 34 of Nevada Power's and Sierra's Rule 9 tariff.
[27] Merriam Webster defines "integrate" as "to form, coordinate, or blend into a functioning or unified whole."
[28] *See* Section A.15 of Nevada Power's and Sierra's Rule 9 tariff.

ramp schedule and major development milestones, and a minimum term of seven years.[29] Those thresholds are distinct from NV Energy's proposed form LLESA for loads of 25 MW or greater.

The "Abnormal Risk" concept in Rule 9 addresses the possibility that expected payments will not support cost recovery. NV Energy may designate the applicant's line extension project as an "Abnormal Risk Project" and require the Applicant to enter into an "Abnormal Risk Agreement" if NV Energy believes that there is a possibility that the total project costs will not be collected from the applicant because, for example, the applicant reduces the size of its project or fails to complete their project.[30]

An Abnormal Risk Agreement allows NV Energy to include risk mitigation provisions that are in addition to those required for a large project and that apply for the duration of the term of the agreement, such as the applicant providing security up to 100 percent of NV Energy's investment, no upfront allowances unless they are secured by the applicant, a ten year minimum term, accelerated depreciation surcharges and other measures necessary to insulate existing customers and the utility from any unrecovered utility investment in the line extension project.[31]

22. Q. What additional risk-management practices has NV Energy identified?

A. In Docket No. 24-05041, NV Energy identified a suite of customer protections that it may use to help mitigate the risk: a security for up to 100 percent of the utility investment, implementing a phased approach to construct the electric facilities over time as load materializes, establishing Rule 9 Agreement milestones to ensure

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29 *See* Sections A.23 and A.34 of Nevada Power's and Sierra's Rule 9 tariff.

30 Abnormal Risk is defined in NV Energy's Rule 1 as an abnormal or unusual risk, as it pertains to Rule 9, includes the risk that: i) project costs will not be fully collected from project developers, and ii) new loads enabled by line extensions will be reduced or terminated – and consequently will not generate the required rate revenue to pay for the cost of the line extension over its life due to a developer's business and credit risk, broader industry and technology risk, and premise occupancy risk. Abnormal Risk Project is defined in NV Energy's Rule 9 as a project deemed Abnormal Risk pursuant to Rule 1 and an Abnormal Risk Agreement is defined in NV Energy's Rule 9 as a Rule 9 Agreement for an Abnormal Risk Project.

31 *See* Sections A.24 and A.25 of Nevada Power's and Sierra's Rule 9 tariff.

applicant and NV Energy are progressing together, implementing Reduction of Service charges if load is reduced, requiring an advance subject to potential refund for the utility investment, obtaining annual long-term load-forecasts from customers, and monthly and annual reviews of the customer's progress toward full project build out.[32]

23. Q. Why are customer protections necessary?

A. Customer protections reduce the risk that the capital that NV Energy invests on behalf of its ratepayers is not recovered by the applicant, resulting in a stranded investment where the cost of the line extension project is socialized to existing ratepayers because the applicant's expected payments were reduced or were eliminated.[33]

24. Q. How does a finding that Rule 9 implements a request for electric service matter to planning for large loads?

A. It provides a common starting point to address and coordinate all aspects of providing service to large load customers from the initial service request, the execution of any Rule 9 Agreements, resource planning, and the allocation of and recovery of the costs to serve those large load customers. Thus, when a large load customer executes a Rule 9 Agreement, the process is transparent and the terms and conditions in effect at that time for which that customer will receive bundled electric service from NV Energy will be known. Furthermore, because a large load customer can often bring hundreds to thousands of MWs of load on NV Energy's system, it affects NV Energy's generation capacity, energy procurement, planning reserves, transmission capability, and other infrastructure and it is imperative to have an efficient all-encompassing framework to serving that load and it helps to prevent the artificial separation between the large load customers' request for electric service and NV Energy's ability to serve that requested load that has plagued NV Energy in previous IRPs. I am not asserting that every prior IRP failed to plan for the large amount of load requested by large load

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32 Docket No. 24-05041, Exhibit 179, Direct Testimony of Eric Schwarzrock at 10-12.

33 Section 34 of Nevada Power's and Sierra's Rule 9 tariff defines stranded investment as any utility investment for upstream substations, high-voltage distribution and distribution feeder capacity for which the customer's bill payments resulting from the customer's project are reduced or eliminated.

customers but acknowledging the fact that NV Energy is resource constrained and cannot serve all of the large load customer's requested load at the requested in-service date for which it executed Rule 9 Agreements.

25. Q. What risk arises when Rule 9 Agreements and resource planning are not aligned?

A. Capital investment of line-extension projects and generating resources or energy procurement may advance on different schedules under different customer commitments, creating asymmetry between NV Energy's Rule 9 contractual commitments and generation supply to serve that load. This asymmetry increases the potential that existing ratepayers will be subjected to increased costs. The Rule 9 Agreement establishes the customer's requested load and may authorize substantial transmission, high-voltage distribution and distribution feeder investment, while generation capacity and long-term energy supply necessary to provide bundled electric service remain unsolved at the time NV Energy executes that agreement until NV Energy obtains resource planning approval and constructs that generating capacity, which can take several years. Furthermore, the electrical facilities associated with line extensions under Rule 9 may have different lead times from the generating resources necessary to serve a customer's requested load that arise from the same requested service under the Rule 9 Agreement. This asymmetry creates both over-procurement and under-procurement risk. NV Energy can invest in generation capacity to serve a certain amount of load that does not materialize or ramps more slowly than expected, leaving existing ratepayers exposed to the underused investment. Alternatively, NV Energy can discount or mitigate the requested load too heavily and face resource adequacy issues, increase its exposure to wholesale energy markets, or even deny electric service to a customer, if the customer's load arrives faster than generating resources can be procured, which is the issue NV Energy is currently experiencing. Staff Witness Karen Olesky provides an example where NV Energy informed a large load customer that it could not exceed the mitigated load amount in NV Energy's load forecast without a separate agreement.

26. Q. Based on your understanding of NV Energy's Rule 9 tariff, wouldn't a generation resource qualify as a Rule 9 line extension?

A. No. My recommendation does not mean that a generation or upstream energy supply resource would qualify as a line extension under Rule 9. As previously stated, Rule 9 is limited to the qualifying upstream substation, high-voltage distribution, and distribution facilities. My understanding of Rule 9 is that a customer's request for electric service under NV Energy's Rule 9 tariff is the causal starting point and, as discussed further in my Recommendation No. 2, preserves the Commission's ability to coordinate Rule 9 with other tariffs or conditions related to providing bundled retail electric service to that large load customer. The Commission can recognize the electric service relationship in Rule 9, while determining which upstream commitments are caused by the applicant's requested load in an IRP, and allocate the costs of those upstream commitments to the large load customer through a separate tariff or other appropriate mechanism.

27. Q. What is your recommendation regarding NV Energy's Rule 9 tariff?

A. I recommend that the Commission find that NV Energy's Rule 9 tariff governs the implementation of an applicant's request for new or modified electric service when line extension facilities are required to connect an applicant's facility to NV Energy's T&D system and that the requested service contemplated under the Rule 9 process is the provision of electric service to meet the applicant's new or modified load, not merely the physical interconnection of an applicant's load.

II. Recommendation No. 2: Deny NV Energy's proposed form LLESA and open an investigatory Docket to determine the terms and conditions under which NV Energy should provide bundled retail electric service to large load customers.

28. Q. Why did NV Energy file its 2026 IRP?

A. NV Energy states that, although Nevada law generally contemplates a joint IRP every three years under NRS 704.741, the statute allows for more frequent IRP filings as necessary.[34] NV Energy stated that Nevada is at a pivotal time in planning for unprecedented, step-change load growth driven by large customer data center and artificial intelligence ("AI") related electric service requests (referred to as "large load customers") and its 2026 IRP addresses the electric capacity needs, the renewable portfolio standard ("RPS") challenges created by the step-change load growth, evolving federal and state policy signals, and deliverability constraints, while continuing to focus on resource adequacy.[35]

29. Q. What was Nevada Power's and Sierra's peak electrical load in 2025?

A. NV Energy states that Nevada Power's and Sierra's individual peak load for 2025 was 6,168 megawatts ("MW") and 2,073 MW, respectively.[36] NV Energy's coincident peak load for 2025 was 8,188 MW.[37] NV Energy's coincident peak represents both Sierra's and Nevada Power's peak at the single point in time the combined system reached its peak demand and the individual peaks cannot simply be added to determine the coincident because each induvial utility peaked at different times of the year.

30. Q. How large is the current pipeline of large load customer requests?

A. NV Energy states that its 2026 IRP load forecast reflects 50 bundled-service major projects across multiple customer categories, including data centers as well as mining, manufacturing, and other industrial uses, that have requested approximately 16,930 megawatts ("MW") of capacity additions by 2036 – 11,710 MW at Sierra and 5,220 MW at Nevada Power – more than twice the amount of NV Energy's current

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34 Direct Testimony of Janet Wells at 6.
35 Direct Testimony of Janet Wells at 6.
36 Direct Testimony of Shawn Elicegui at 5-6.
37 Technical Appendix LF-1, Table LF-8 at 23.

coincident peak load in just over 10 years.[38] NV Energy adds that 39 of the 50 bundled-service major projects are for high load-factor data center projects, which alone request approximately 16,530 MW by 2036.[39] However, only 22 of the 50 bundled-service major projects have executed Rule 9 agreements that represent approximately 5,725 MW of load by 2036 – 4,665 MW at Sierra and 1,060 MW at Nevada Power.[40] NV Energy's load forecast for Sierra estimates that Sierra's kilowatt-hour ("kWh") energy sales will double by 2029 and that data center load will account for 82 percent of Sierra's energy sales by 2046.[41]

31. Q. Why does scale of requested load matter?

A. The magnitude of the amount of load the large load customers are requesting matters because there are risks associated with the significant costs and financial commitments that NV Energy must incur to procure the generating resources to serve that requested load. Normally, a small number of ordinary customers can often be absorbed through routine load growth and system diversity. However, multiple large load projects that are requesting hundreds or even thousands of megawatts of load can change the timing of major transmission projects, generation additions, natural gas pipeline infrastructure and transmission import capacity. The Commission should therefore evaluate not only the aggregate amount of load requested, but also the load concentration, ramping schedule, location, and common dependence on the same constrained facilities.

32. Q. Please describe NV Energy's proposed form LLESA.

A. NV Energy's proposed form LLESA is a supplemental service and cost recovery framework for large load customers who request bundled electric service to new or accelerated loads. NV Energy states that the form LLESA is designed to operate in

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38 Direct Testimony of Timothy Pollard at 22-24.
39 Direct Testimony of Timothy Pollard at 22-24.
40 Direct Testimony of Timothy Pollard at 22-24. NV Energy states that the remaining 28 projects are in the study phase and collectively request approximately 11,200 MW of capacity by 2036 – 7,050 MW at Sierra and 4,150 MW at Nevada Power. Table LF-17 on page 87 of 259 in Technical Appendix LF-1 provides the aggregate requested load ramp for the 22 major projects that have executed Rule 9 agreements.
41 Direct Testimony of Shawn Elicegui at 5-6. *See also* Direct Testimony of Timothy Pollard at 9-10.

coordination with other required agreements and processes, such as Rule 9, and defines when and how NV Energy will make long-term generation and energy supply commitments for large load requests, while establishing minimum billing, termination, and security provisions intended to protect existing ratepayers from cost shifts.[42] As further discussed, my Direct Testimony distinguishes the form LLESA from the intent of the LLESA framework as Staff supports enforceable large load customer responsibilities for incremental energy supply resources even though it recommends denial of the form LLESA because NV Energy has failed to adequately resolve the issues Staff outlines in its Direct Testimony.

33. Q. Was NV Energy's 2026 IRP the first filing that identified substantial data center-related load growth?

A. No. NV Energy's 2024 IRP already identified a substantial data-center project pipeline and represented an inflection point where large load data center load growth outpaced NV Energy's ability to procure sufficient generating resources and ratepayers' ability to bear the incremental cost to serve that extraordinary load growth. At that time, NV Energy should have realized that it over-committed itself in executing Rule 9 Agreements with large load customers that NV Energy would not be able to serve and stopped executing Rule 9 Agreements or delayed the in-service date of the loads requested in the Rule 9 Agreements.

Thus, NV Energy's 2026 IRP does not introduce the step-change data center-related load growth; rather, it reflects an acceleration of the step-change already identified, forecasted, and incorporated in the 2024 IRP. The need to coordinate large load customers' requests through resource planning and cost allocation, as described in my Recommendation No. 1, was evident in NV Energy's 2024 IRP. Because NV Energy failed to act sooner, its 2026 IRP presents a larger and more complex planning scenario.

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42 Direct Testimony of Janet Wells at 19-20.

34. Q. What does NV Energy's 2024 IRP show?

A. NV Energy's peak demand and energy sales for calendar year 2023 were 8,135 MW and 30,816 GWh, respectively – with Sierra's peak demand and energy sales of 1,825 MW and 9,646 GWh, respectively, and Nevada Power's peak demand and energy sales of 6,311 MW and 21,170 GWh, respectively.[43] In its 2024 IRP load forecast, NV Energy stated at that time, there was an unprecedented amount of expected load growth in the large commercial and industrial customer section over the next 10 years from 39 major bundled-service projects that had requested approximately 7,600 MW of capacity additions, with nearly 6,500 MW at Sierra and 1,180 MW at Nevada Power – representing more than a three-fold increase in peak demand for Sierra.[44] NV Energy added that 14 of the 39 major projects had executed Rule 9 agreements requesting approximately 2,822 MW of capacity, with 2,629 MW at Sierra and 193 MW at Nevada Power by 2033.[45] NV Energy forecasted its peak load and energy sales in 2033 to be 10,778 MW and 48,082 GWh, respectively, and rising to 11,488 MW and 51,067 MW, respectively, in 2036.[46] That scale of requested load growth was already material relative to NV Energy' system at the time.

35. Q. How does NV Energy address the risk that the amount of load or timing of that load requested through executed Rule 9 Agreements may not materialize?

A. It is my understanding that NV Energy continues a mitigation methodology extended from what was implemented in its 2024 IRP in Docket No. 24-05041. In the instant Docket, NV Energy reduced (i.e., "mitigated") the amount of load associated with an executed Rule 9 Agreement and executed Rule 9 Study Agreement by an average of

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43 Docket No. 24-05041, Exhibit 103 at 54.

44 Docket No. 24-05041, Exhibit 171 at 18.

45 Direct Testimony of Timothy Pollard at 23. *See also* Docket No. 24-05041, Exhibit 171 at 18-22 and Exhibit 103 at 10-11. The remaining 25 major projects were in the Rule 9 engineering study phase requesting approximately 4,800 MW of additional capacity, with 3,800 MW at Sierra and 990 MW at Nevada Power by 2033.

46 Docket No. 24-05041, Exhibit 103 at 5.

approximately 38 percent and approximately 83 percent over the planning horizon, respectively, in its 2026 IRP Base Load Forecast.[47]

36. Q. Does mitigation eliminate the risk that any one large load customer's load does not materialize?

A. No. As will be discussed by Staff in Phase III of the instant Docket, mitigation is a statistical tool used in electric resource planning and does not itself amend the customer's Rule 9 Agreement. This tool can reduce the probability that NV Energy over-procures or under-procures for total speculative load, but it is not sufficient to eliminate the risk that the load a large load customer requests in its executed Rule 9 Agreement does not materialize. The Commission should therefore evaluate load forecast mitigation and financial protections together to determine how much load to plan for and who bears the residual costs if the customer's load does not materialize as expected.

37. Q. Can mitigation be problematic?

A. Yes. As an illustration, NV Energy has executed Rule 9 Agreements for approximately 4,380 MW of load in 2032.[48] NV Energy mitigated the 4,380 MW of requested load in 2032, down to approximately 2,784 MW, a reduction of approximately 1,596 MW.[49] NV Energy's planning reserve margin in 2032 is approximately 1,576 MW.[50] When NV Energy mitigates a large load customer's load in its load forecast, NV Energy cannot limit that large load customer to that mitigated amount. In this scenario, if all large load customers were to exceed their mitigated load amount, then NV Energy would have to use its entire planning reserve margin. However, the planning reserve margin is not just a freely available block of capacity that is solely dedicated to mitigated loads; it is used to ensure NV Energy has sufficient dependable capacity when actual conditions differ from its forecast and

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47 Direct Testimony of Timothy Pollard at 24.
48 Volume 7, Load Forecast Narrative, Table LF-4 at 10.
49 *Id.*
50 Volume 9, Supply Side Narrative, Figure EA-52 at 189.

protects against higher than forecasted peak demand due to extreme weather, unexpected generation outages, variability, and uncertainty of renewable energy output, or other forecasting and operating uncertainties.

38. Q. What proposed resources are identified in NV Energy's Preferred Plan?

A. NV Energy's preferred plan, Obsidian, adds approximately 1,200 MW of natural gas generating capacity, 4,370 MW of nameplate solar photovoltaic ("PV") generating capacity, 5,205 MW of nameplate battery energy storage system ("BESS") generating capacity, and 180 MW of geothermal nameplate generating capacity through 2033 – leaving an approximately 500 MW open capacity position to be filled by market purchases.[51] Table Wells-Direct-1 summarizes NV Energy's Obsidian Plan resource additions by year through 2033, and is recreated below.[52]

Resource Type	**2027 (MW)**	**2028 (MW)**	**2029 (MW)**	**2030 (MW)**	**2031 (MW)**	**2032 (MW)**	**2033 (MW)**	**Total (MW)**
Aeroderivative CT	-	-	-	401	401	-	-	802
Frame CT	-	-	-	-	-	421	-	421
Solar PV	67	1,003	1,000	2,300	-	-	-	4,370
4-hour BESS	292	1,303	1,000	2,300	-	-	-	4,895
8-hour BESS	-	-	310	-	-	-	-	310
Geothermal	30	-	-	90	20	20	20	180

39. Q. Does NV Energy's Obsidian Plan add enough resources to serve the load ramp requested by large load customers?

A. No. NV Energy's Obsidian Plan adds only enough generation capacity to serve normal load growth and a mitigated amount of load associated with large load customers in NV Energy's Base Load Forecast along with a 12.5 percent planning reserve margin.

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51 Direct Testimony of Janet Wells at 8-12.

52 The values shown in the table represent name plate capacity and do not mean that each generating resource type can generate energy constantly over a 24-hour period. Additionally, Ms. Wells's Footnote No. 1 of her Direct Testimony states that the Northern Nevada Geothermal Portfolio project is modeled as 40 MW in-service in 2031 with 20 MW additional capacity in the three subsequent years and the 200 MW Libra Solar PV and BESS project from the Third Amendment with a 2047 in-service date is not shown. Furthermore, NV Energy's Preferred Plan includes 591 MW of 4-hour BESS and 720 MW of ten-hour BESS placeholder resources in 2031. Additionally, although the total capacity of geothermal resources appears correct in Table Wells-Direct-1, the timing and yearly amount of the geothermal resources listed in Table Wells-Direct-1 appear to differ from Figure EA-23 in the Supply Side Plan.

By design, NV Energy's Obsidian Plan does not demonstrate resource sufficiency for the unmitigated load ramp requested by large load customers through their executed Rule 9 Agreements.

40. Q. Does NV Energy identify the generating resources attributable to serving large load customers?

A. Yes. NV Energy created a Base Minus Load Forecast that keeps all key forecast drivers, such as macroeconomic factors, end-use and energy efficiency, the same as its Base Load Forecast, but removes all large load service requests to isolate both the incremental resources and the costs associated with serving large load customers.[53] NV Energy states that the Base Minus Case only includes some of the available renewable and storage projects and no thermal natural gas generating units due to the dramatically lower load forecast relative to the Base Load Forecast and provides generation buildout for the Base Minus Case in Figure EA-55 in the Economic Analysis of the Supply Side Plan. If removing a large load customer's load removes a generating resource, reduces its size, or moves its in-service date, then that difference identifies the cost attributed to serving that large load customer's requested load.

41. Q. Is NV Energy's Base Minus Case indicative of all costs associated with serving large load customers?

A. No. NV Energy presented the Base Minus Case as an informational case only, but the comparison between the Preferred Plan and the Base Minus Case shows the magnitude of the generating resources needed to serve the amount of mitigated load requested by large load customers.

42. Q. How does NV Energy propose to serve large load customers?

A. NV Energy states that large load customers should be responsible for the incremental generation, transmission, substation, fuel supply, and distribution infrastructure needed to serve their loads; for bearing the risks associated with rapid load ramps; any

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[53] Direct Testimony of Shawn Elicegui at 11.

potential changes in long-term demand; and that the incremental costs to serve large load customers should not be socialized to existing ratepayers.[54] NV Energy proposes the form LLESA mechanism as a way to coordinate large load customer loads with resource planning and cost allocation. Once a large load customer executes an LLESA, NV Energy would include the customer's load ramp outlined in the Rule 9 Agreement in its load forecast. If a large load customer chooses not to execute an LLESA, then NV Energy is requesting Commission direction concerning the removal of that customer's load from its load forecast and cease planning for that customer.[55]

43. Q. How does NV Energy propose to implement its form LLESA agreement?

A. NV Energy states that the form LLESA is layered onto bundled service through the large load customer's LGS-3/GS-3 rate schedules and adds rate components and contractual terms that are intended to provide clear rules for serving new or accelerated load requests from large load customers while protecting existing customer through cost-causation-based contractual provisions.[56] NV Energy adds that the form LLESA ties the customer's requested load levels and ramp schedule to defined minimum-billing for demand and energy, termination provisions, and security requirements and conditions long-term supply commitments on Commission approval of the underlying resources needed to serve that load.[57] Staff witnesses Karen Olesky, Swetha Venkat, and Gaurav Shil provide further discussion regarding NV Energy's proposed form LLESA.

44. Q. Do you agree that NV Energy's LGS-3/GS-3 tariff allows NV Energy to require a contract for service?

A. Yes. Special Condition No. 10 in Nevada Power's and Sierra's LGS-3 and GS-3 tariffs, respectively, states that NV Energy may require a contract for service. Special Condition No. 10 has given NV Energy the flexibility to require a separate written

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[54] Direct Testimony of Shawn Elicegui at 6-7.
[55] Direct Testimony of Janett Wells at 20.
[56] Direct Testimony of Janet Wells at 17-18.
[57] *Id.*

agreement when it deems it necessary and NV Energy has only required a separate written agreement approximately thirteen times – with a majority of the service agreements occurring because the large load customer **chose** to take service under NV Energy's Market Price Energy, Large Customer Market Price Energy, or Clean Transition Tariffs.[58] However, under its proposal, NV Energy is requiring all customers who meet the large load customer criteria to execute an LLESA. Because this is a new wholesale requirement, NV Energy should be required to amend its LGS-3/GS-3 Tariffs to clearly identify this new requirement and obtain Commission approval in a separate Docket.

45. Q. What did NV Energy's June 4, 2026, IRP supplement (referred to as the "Supplemental Filing") provide?

A. In its 2026 IRP, NV Energy stated that it had created three additional load forecasts and expansion plans based upon the Base Minus Load Forecast that it would file with the Commission for informational purposes: a Test Scenario, a Second Test Scenario, and an LLESA Scenario.[59] NV Energy's Supplemental Filing identified how different assumptions regarding large load customers affect resource selection and timing.

46. Q. Please describe the Test Scenario.

A. NV Energy states that the Test Scenario adds the loads of three large load customers, who recently executed and filed LLESAs with the Commission, to the Base Minus Load Forecast.[60] NV Energy states that the resources identified in the Test Scenario expansion plan retains all but two of the long-term Solar PV and BESS power purchase agreements ("PPAs"), but no thermal natural gas generation other than a placeholder in 2036.[61]

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[58] *See* Attachment AED-5, NV Energy's Response to Staff DR 219.
[59] Direct Testimony of Shawn Elicegui at 11-13.
[60] June 4, 2026, Supplemental Filing at 1.
[61] *Id.*

47. Q. Please describe the Second Test Scenario.

A. NV Energy states that the Second Test Scenario further expands on the Test Scenario by adding two additional large-load data center projects included in its master planned community agreements in 2029.[62] NV Energy states that the resources identified in the Second Test Scenario expansion plan retains the same solar PV and BESS PPAs as the Test Scenario expansion plan and accelerates the thermal natural gas generation project from 2036 to 2032.[63] That four-year acceleration is evidence of a consequence associated with the increased load assumption.

48. Q. Please describe the LLESA Scenario.

A. NV Energy states that the LLESA Scenario adds approximately 3,400 MW of new load by the year 2032 that is associated with the large load customers who executed an LLESA in Docket Nos. 26-05026, 26-05027, 26-05028, 26-05029, and 26-05030, to the Base Minus Load Forecast.[64] NV Energy states that the resources identified in the LLESA Scenario expansion plan retains all of the PPAs and thermal natural gas generation in the Preferred Plan, but requires an additional 200 MW thermal natural gas generation project in 2031.[65] The LLESA expansion plan also identified the need for 1,430 MW of ten-hour BESS capacity as a placeholder resource in 2031, compared to 591 MW of four-hour and 720 MW of ten-hour BESS capacity as placeholder resources in the Preferred Plan.[66]

49. Q. How does NV Energy address future large load customer load growth after 2032?

A. NV Energy states that its Base Load Forecast includes continued data center load growth after 2032, and thus, the Preferred Plan includes placeholder natural gas thermal generation in 2034.[67] However, NV Energy states that its LLESA Load Forecast **does not** include any additional data center load growth after 2032, and thus,

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[62] *Id.*
[63] *Id.*
[64] *Id.*
[65] *Id.*
[66] *Id.* at 8.
[67] *Id.*

the LLESA Scenario expansion plan does not have another natural gas thermal generation project until 2037.[68] NV Energy adds that, to the extent that future large load customers execute LLESAs and loads materialize, it will impact the timing of subsequent natural gas thermal generating project.[69]

50. Q. Do you have any concerns regarding NV Energy's Supplemental Filing?

A. Yes. NV Energy's Supplemental Filing appears to conflict with its initial 2026 IRP filing regarding how NV Energy intends to serve the loads requested by large load customers and the generating resources and placeholder resources it identified to serve those loads. NV Energy's Base Load Forecast mitigates the amount of total load requested by large load customers with the exception of one customer who signed a letter of intent in the second quarter of 2025; while the LLESA Scenario in the Supplemental Filing includes only the loads associated with the nine LLESAs that NV executed with five large load customers and filed with the Commission in Docket Nos. 26-05026, 26-05027, 26-05028, 26-05029, and 26-05030.[70] Additionally, the generating resources and placeholder resources identified in NV Energy's Preferred Plan, Obsidian, materially differ from the generating resources and placeholder resources identified in the LLESA Scenario expansion plan. It is my understanding that NV Energy has not modified its request that the Commission approve the Base Load Forecast and the Preferred Plan even though it appears NV Energy is implementing the LLESA Scenario due to the fact that it is requesting Commission approval of the LLESAs in Docket Nos. 26-05026, 26-05027, 26-05028, 26-05029, and 26-05030. Furthermore, NV Energy's 2026 IRP filing fails to provide sufficient generating resources for NV Energy to be resource adequate under the LLESA Scenario. NV Energy is requiring those five large load customers under the LLESA to provide large amounts of up-front security and has committed to serving their loads

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68 *Id.*
69 *Id.*
70 Direct Testimony of Janet Wells at 18-19.

even though NV Energy knows it does not have sufficient resources to do so. The Commission should not permit NV Energy to continue this path and should open an investigatory Docket to investigate how and under what terms and conditions NV Energy should provide bundled retail electric service to large load customers.

51. Q. Do you have concerns with NV Energy's implementation of the form LLESA?

A. Yes. It appears that NV Energy itself hand-picked winners and losers – those data centers who will get electric service in the near term and those data centers who may not be able to receive service until sometime after 2032, when NV Energy is able to procure additional resources. As discussed by Staff Witness Karen Olesky, NV Energy did not adequately demonstrate a uniform method for determining which large load customer will receive the next increment of constrained service capability. NV Energy has not established in the instant Docket how it offered the LLESA to its large load customers or provided the objective basis for the selection and how it treated similarly situated customers similarly. In order to properly treat similarly situated customers similarly, Staff recommends that the Commission deny NV Energy's proposed form LLESA and open an investigatory Docket to fully develop a ratepayer protection mechanism.

52. Q. Does Staff agree that large load customers should be responsible for the full incremental cost to serve their load?

A. Yes. Large load customers, who are not already receiving electric service from NV Energy, should bear the full incremental cost to serve their load, regardless of when that customer executed their Rule 9 Agreement. Under no circumstances should the incremental cost to serve large load customers be socialized to existing ratepayers.

53. Q. Are there any large load customers that should be included in NV Energy's Base Minus Load Forecast and be exempt from paying the full incremental cost to serve their load?

A. Yes. MECP 1 Reno 1, LLC's (EdgeCore Digital Infrastructure ("EdgeCore")) Phase 1 and Phase 2 projects and Redwood Materials, Inc's ("Redwood") Phase 1 project are legacy large load customers and should be included in NV Energy's Base Minus Load Forecast and be exempt from paying the full incremental costs to serve their loads.[71] This exemption is a phase-specific recommendation and not a permanent company-wide exception – Redwood's Phase 2 project and any other future EdgeCore and Redwood projects do not qualify for the exemption.

54. Q. Please explain why EdgeCore's Phase 1 and 2 projects and Redwood's Phase 1 project should be included in NV Energy's Base Minus Load Forecast?

A. EdgeCore's Phase 1 and 2 projects and Redwood's Phase 1 projects are distinct legacy projects which NV Energy has previously incorporated into the initial build-out of the Tracy Area Master Plan ("TAMP") and acknowledged that it could serve them without the buildout of extensive transmission and generation infrastructure attributed to subsequent large load customer requests.

55. Q. Please describe the original TAMP.

A. NV Energy provided the original TAMP in Sierra's 2nd IRP Amendment to its 2016 IRP in Docket No. 17-11003, outlining its master plan to serve the emerging loads in the Reno Technology Park ("RTP") and the Tahoe Regional Industrial Center ("TRIC") (referred to the "Tracy Area Load Pocket" or "Tracy area") at that time.[72] Initially, Sierra planned to extend and loop its 120 kilovolt ("kV") transmission system around the Tracy Area Load Pocket and create strategic hubs to interconnect the proposed large loads within the RTP and TRIC over several years.[73] In the TAMP, Sierra stated that the initial 120 kV transmission system buildout could serve the first 500 MW of near term load requests in the Tracy Area Load Pocket.[74] Sierra identified resource deficiency concerns for loads exceeding 500 MW in the Tracy Area Load

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[71] However, this does not mean they are not going to be required to pay for significant generation costs, as these loads were included in the load forecasts that drove approval of numerous new high cost generation resources, such as the new Valmy combustion turbines, the new Sierra Solar 400 MW PV and BESS project, the conversion of the existing Valmy steam boiler units, and the installation of new pollution control equipment on the Tracy 4/5 combined cycle unit.

[72] The TAMP was provided as Confidential Technical Appendix TRAN-02 in Docket No. 17-11003 and a redacted version is provided in Attachment AED-6, NV Energy's Response to Staff DR 184.

[73] *See* Attachment AED-6, (Staff DR 184) at 3-5.

[74] *Id.*

Pocket, as Sierra lacked sufficient generating capacity and import capability to serve loads greater than 500 MW in the Tracy Area.[75] When loads increased over 500 MW in the Tracy Area Load Pocket, Sierra would need to add more generating resources and build out a 345 kV transmission system to serve the Tracy Area Load Pocket.[76]

56. Q. Were EdgeCore's full project and Redwood's Phase 1 project requested loads included in the initial 500 MW Tracy Area Load Pocket?

A. Yes. In Docket No. 22-06014, Sierra's 2022 general rate case ("GRC"), Staff witness Ryan Sinclair argued that the Commission should defer 50 percent of the Tracy Area Master Plan costs to Sierra's next GRC because the large customer's loads in the Tracy Area Load Pocket for which that 120-kV transmission system was built failed to materialize as expected.[77] However, in Sierra's rebuttal case, Sierra Witness Clyyne Cook argued against Staff's recommendation because the loads within the Tracy Area Load Pocket were continuing to grow and would generate the revenue to offset the costs of the 120 kV transmission system build-out.[78] In her rebuttal, Ms. Cook identified the customers Sierra expected to serve in the Tracy area by referring to Confidential Attachment RMS-02 provided in Mr. Sinclair's Direct Testimony, which included EdgeCore's full project and Redwood's Phase 1 loads.[79] Since NV Energy used EdgeCore's full project and Redwood's Phase 1 project loads as a basis for recommending that the Commission reject Mr. Sinclair's recommendation, Sierra essentially committed itself to serving their loads in order to generate the revenues to offset the costs associated with its TAMP investment.

However, in the instant Docket, NV Energy is arguing that it cannot serve EdgeCore's full project and Redwood's Phase 1 projects without additional

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75 *Id.* at 29.
76 *Id.*
77 Docket No. 22-06014, Exhibits 317 and 318-C, at 2-3.
78 Docket No. 22-06014, Exhibit 190 at 6 and 10.
79 Docket No. 22-06014, Exhibit 190 at 6 and 10. Additionally, Ms. Cook states that the 2021 Tracy Area load forecast was provided to Staff in Staff DR 128 and included as attachment RMS-02 to the Direct Testimony of Staff Witness Ryan Sinclair, marked as Exhibits 317 and 317-C. Sierra's redacted Response to Staff DR 128 in Docket No. 22-06014, is provided in Attachment AED-7.

incremental generating resources, even though their loads were included in NV Energy's previous integrated resource planning filings and were used as a basis to construct the new Valmy combustion turbines, the new Sierra Solar 400 MW PV and BESS project, the conversion of the existing Valmy steam boiler units, and the installation of new pollution control equipment on the Tracy 4/5 combined cycle units. Furthermore, it is disingenuous and troubling that NV Energy filed sworn written testimony in Docket No. 22-06014 using EdgeCore's and Redwood's loads as a basis to fend off Staff's adjustment but then turn around to argue in the instant Docket that it never intended to serve that same load.

57. Q. Should every large load customer with a pre-October 2024 Rule 9 Agreement receive the same treatment?

A. No. The date when a large load customer executed a Rule 9 Agreement with NV Energy is not the sole distinction in determining whether a large load customer should be required to pay the full incremental cost to serve their load. My proposed distinction is the amount and costs of the incremental resources needed to serve that large load customer's requested load. When a large load customer's requested load requires NV Energy to accelerate resource procurement and expend an extraordinary amount of capital to serve an often unpredictable and risky load, existing ratepayers should not and cannot shoulder that risk.

58. Q. Are there any relevant State and Federal energy policies that support your recommendation that large load customers should be required to pay the full incremental cost to serve their loads?

A. Yes. Nevada Governor Lombardo wrote an Op-ed in the Reno Gazette Journal where he stated that data centers present both opportunities and challenges, but these projects should never burden ratepayers and families should not see their monthly bills increase because of a private development.[80] Additionally, President Trump issued a

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[80] *See* Attachment AED-8, Governor Lombardo's June 18, 2026, Op-ed in the Reno Gazette Journal.

Ratepayer Protection Pledge Proclamation, proclaiming that data centers must pay for the full cost of the energy and infrastructure needed to build and operate data centers and must not pass those costs on to the American people – which Governor Lombardo pledged to implement in Nevada.[81] Furthermore, on September 18, 2026, Governor Lombardo issued Executive Order ("EO") 2026-005 – Order Establishing the Nevada Standard for Responsible Data Center Development ("EO 2026-005"), establishing a framework concerning data centers seeking Nevada state tax abatements that have yet to be approved by the Governor's Office of Economic Development.[82]

59. Q. What does EO 2026-005 provide concerning providing electric service to data centers seeking Nevada state tax abatements?

A. Section 1 of EO 2026-005 states that no cost of serving a data center is to be borne by another ratepayer and that no ratepayer is to pay more because a data center was built and any grid benefits that arise from a data center's investment extend to existing ratepayers.[83] Additionally, Section 5 contemplates the Commission opening an investigatory docket regarding large load service, cost recovery, flexible service, co-located generation, and electric service during a declared grid emergency.[84]

60. Q. Should the Commission deny NV Energy's proposed form LLESA and open an investigatory Docket to establish the terms, conditions, and cost allocation for which NV Energy provides retail bundled electric service to large load customers?

A. Yes. As recommended by Staff, the Commission should deny NV Energy's proposed form LLESA and open an investigation to resolve the service priority, incremental cost allocation, and financial protections issues raised by Staff and the other items detailed in Section 5 of EO 2026-005.

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81 *See* Attachment AED-9, President Trump's Ratepayer Protection Pledge as signed by Governor Lombardo located at https://www.whitehouse.gov/ratepayer-protection-pledge/#signatories (accessed on September 16, 2026).

82 *See* Attachment AED-10, EO 2026-005.

83 *Id.*

84 *Id.*

61. Q. What is your recommendation regarding NV Energy's proposed form LLESA?

A. In conjunction with Staff witnesses Swetha Venkat, Karen Olesky, Gaurav Shil, Manuel Lopez, and Kimberly Burakowski, I recommend that the Commission deny NV Energy's proposed form LLESA and open an investigatory Docket to establish a ratepayer protection mechanism ("RPM") under which NV Energy provides bundled retail electric service to large load customers. I further recommend that the Commission find that large load customers, except for EdgeCore Phase 1 and 2 and Redwood Materials Phase 1 projects, must pay their full incremental cost to serve their loads as a condition to receive bundled retail electric service.

62. Q. Please summarize your recommendations.

A. I recommend that the Commission:

1. Find that Rule 9 implements an Applicant's request for new or modified electric service when line-extension facilities are required and that the Applicant's executed Rule 9 Agreement serves as the service contract under Nevada Power's and Sierra's Rule 10.
2. In conjunction with Staff witnesses Swetha Venkat, Karen Olesky, Gaurav Shil, Manuel Lopez, and Kimberly Burakowski, I recommend that the Commission deny NV Energy's proposed form LLESA and open an investigatory Docket to establish a ratepayer protection mechanism ("RPM") under which NV Energy provides bundled retail electric service to large load customers. I further recommend that the Commission find that large load customers, except for EdgeCore Phase 1 and 2 and Redwood Materials Phase 1 projects, must pay their full incremental cost to serve their loads as a condition to receive bundled retail electric service.

63. Q. Does this conclude your testimony?

A. Yes, it does.

Adam Danise, P. E.

Work History

11/09 – Present Public Utilities Commission of Nevada

Regulatory Engineer

Provide engineering analysis and testimony for the Public Utilities Commission of Nevada involving resource planning for Nevada Power Company and Sierra Pacific Power Company.

04/09 – 11/09 USA Repository Services, LLC

Engineer III – Yucca Mountain Project

Responded to the U.S. Nuclear Regulatory Commission (NRC) data requests regarding the U.S Department of Energy (DOE) License Application to Construct a High-Level Waste Geologic Repository at Yucca Mountain, Nevada. Served as a contractor point of contact for the electrical and control design sections of the DOE License Application.

07/07 – 04/09 Bechtel SAIC Company, LLC

Engineer III – Yucca Mountain Project

Responded to the U.S. Nuclear Regulatory Commission (NRC) data requests regarding the U.S Department of Energy (DOE) License Application to Construct a High-Level Waste Geologic Repository at Yucca Mountain, Nevada. Served as a contractor point of contact for the electrical and control design sections of the DOE License Application.

11/04 – 07/07 Joint Test, Tactics, and Training, LLC (JT3)

Engineer II – J-Tech Range

Radar analyst for early warning and acquisition radars. Developed specifications for radar performance and conducted testing to verify the radar met developed specifications. Also conducted RF field measurements and assisted in troubleshooting and repair of RF components.

01/04 – 10/04 Bechtel SAIC Company, LLC

Engineer – Yucca Mountain Project

Developed performance indicators to track the performance of licensing processes, and served as the Licensing Support Network (LSN) point of contact for the Licensing Department. The LSN is document discovery database for the NRC licensing proceedings regarding DOE's License Application.

Education

August 1999 – December 2003 University of Nevada – Las Vegas

Bachelor of Science in Electrical Engineering

Professional

March 2011 – Licensed Professional Electrical Engineer – State of Nevada – License No. 021192

NV Energy

RESPONSE TO INFORMATION REQUEST

DOCKET NO:	26-05007	**REQUEST DATE:**	08-11-2026
REQUEST NO:	Staff 221	**KEYWORD:**	rule 9 form agreements HVD SHVD MPC
REQUESTER:	Danise	**RESPONDER:**	Yocom, Lila (NV Energy)

REQUEST:

Reference: Rule 9 Agreements

Question: Please provide Staff with a copy of NV Energy's current Rule 9 HVD, SHVD, and MPC form agreements.

RESPONSE CONFIDENTIAL (yes or no): No

ATTACHMENT CONFIDENTIAL (yes or no): No

TOTAL NUMBER OF ATTACHMENTS: Three

RESPONSE:

Attached please find NV Energy's template for High Voltage Distribution (HVD) agreements, Substation High Voltage Distribution (SHVD) agreements and Master Planned Community Umbrella (MPC) agreements. Please note there is not a separate MPC agreement template for high voltage projects.

RULE 9, SECTION B.2

HIGH VOLTAGE DISTRIBUTION AGREEMENT (LARGE PROJECT)

AGREEMENT NO.

Between

SIERRA PACIFIC /NEVADA POWER COMPANY D/B/A
NV ENERGY

And

APPLICANT NAME

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CONFIDENTIAL – Property of NV Energy

SUBJECT TO FURTHER REVIEW/EDIT BY NVE

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CONFIDENTIAL – Property of NV Energy

SUBJECT TO FURTHER REVIEW/EDIT BY NVE

CONFIDENTIAL – Property of NV Energy

SUBJECT TO FURTHER REVIEW/EDIT BY NVE

NVEnergy Rule 9, Section B.2 High Voltage Distribution Agreement (Large Project)

This **Rule 9, Section B.2 High Voltage Distribution Agreement (Large Project)** (this "**Agreement**"), effective as of the last signature date as set forth below ("**Effective Date**") is entered into by and between Sierra Pacific/Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Utility**") and ("**Applicant**") (individually, a "**Party**" and, collectively, the "**Parties**").

RECITALS

(A) Utility owns and operates electric transmission and distribution facilities and provides electric service to the public in accordance with Tariff Schedules filed with and approved by the Commission.

(B) Applicant and Utility are parties to the {insert full contract name} dated {insert date}, contract number {insert number} ("**{insert ESA or appropriate acronym}**").

(C) Applicant has projected a build-out schedule and electric load requirements for its Development. Applicant estimates that it will require a total of megawatts ("**MW**") at an assumed (__%) power factor (the Estimated Full Build-out Project Load ("**EFBPL**") from the Electric System as set forth on <u>Exhibit B-6</u> ("**Load Forecast**"). Applicant requests that Utility provide Service to the Development based on Applicant's projected load requirements through High Voltage Distribution.

(D) After performing the Tests in Rule 9, Section B.2.a.2, Utility determined that the High Voltage Distribution is required principally for the purpose of providing Service to the Development.

(E) Utility has determined that the Project is a Large Project. Utility has also determined that, under Rule 9, Section A.24, circumstances unique to the Development and the Project will subject Utility to Abnormal Risk.

(F) Applicant represents that the Transmission Load study accurately identifies Applicant's current load requirements.

(G) Applicant acknowledges that it must pay and/or secure Reduction of Service or Termination Charges ("**RSTC**"), if any, in accordance with Rule 9, Section A.25 and this Agreement.

(H) Applicant has requested, after conducting and relying upon its own independent analysis, which it has determined to be most favorable to its needs, the Service described in Recital (C) and Applicant will take High Voltage Distribution Service for the Development pursuant to an executed written Service Agreement. Applicant acknowledges that it must either (i) enter into a Service Agreement with the Utility for the life of this Agreement and/or (ii) must be able to demonstrate, to Utility's satisfaction, the ability to provide the energy supply for the EFBPL to the delivery point by the Service Option Deadline. Utility acknowledges Applicant has yet to select a service option and is not agreeing on a Service Agreement option pursuant to this HVD. However, Utility has no obligation to proceed under this Agreement (as set forth below) until Applicant and Utility have entered into a Service

Agreement and/or demonstrated that ability to provide the full energy supply to the delivery point specified to Utility's sole satisfaction.

(I) After conducting and relying upon its own independent analysis, Applicant has determined that it wishes:

1. Utility to design, procure, construct, maintain and own the Utility-Owned Facilities; and

2. Applicant to design, procure, construct, maintain and own the Applicant-Owned Facilities.

(J) Applicant acknowledges that it must pay a Customer Specific Facilities Charge for Utility to operate, maintain, modify, replace, and finally remove the Utility-Owned Facilities and that, notwithstanding Section 20.10, the charge will be revised by the Commission in each Utility general rate case or similar ratemaking proceeding.

(K) Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and the Electric System and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In accordance with Rule 9 and in consideration of the above recitals, the mutual covenants and the terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

Article 1 Service to the Development

1.1 Identification of Facilities.

(A) The Development load study, which is based on information provided by Applicant, is attached hereto as Exhibit F ("**Transmission Load Study**"), and identifies those facilities required to adequately accommodate the EFBPL, Contingent Facilities and certain facilities Applicant must install on its side of the Point of Delivery.

(B) The Transmission Load Study, however, does not reserve electrical capacity on Utility's Electric System for the Development.

(C) Additional facilities might be required for Service to the Development that include the Contingent Facilities if not installed for a different project or if the Transmission Load Study does not identify, including but not limited to additional substation facilities, communication facilities, High Voltage Distribution, and distribution facilities.

(D) If Contingent Facilities become Applicant's responsibility under this Agreement, an amendment to this Agreement may be required to include, but is not limited to, requirements for the Site and Improvements to the extent required to provide Service to the Development.

1.2 <u>Transmission Load Study Based on Minimum Requirements to Serve</u>. The Transmission Load Study is based on the Minimum Requirements to provide Service to the Development.

1.3 <u>Estimated Power to Be Used by the Development</u>. Based on information provided by Applicant as set forth on <u>Exhibit B-6</u>, Applicant and Utility agree that the EFBPL is [redacted] MW at an assumed [redacted] power factor. This requires Utility to modify and extend its existing Electric System to provide [redacted] MW of electrical capacity (at an assumed [redacted] power factor). When performing an Allowance True-up or calculating any Proportionate Share Allocation, Utility will convert MW and/or kilowatts ("**kW**") to megavoltamperes ("**MVA**") or kilovoltamperes ("**kVA**").

1.4 <u>Sources of Power to the Development</u>. The sources of power from the Electric System to the Development are subject to change, at Utility's discretion. The Electric System configuration is dynamic and operated at the sole discretion of Utility and interruptions of electric service to the Development, both on a scheduled and unscheduled basis, are inherent in the provision of Service to the Development.

(A) Applicant acknowledges that, after conducting and relying upon its own independent analysis (which it has determined to be most favorable to its needs), it has decided that the HVD will provide all of the Service (including backup) to the Development. Applicant also acknowledges that the Development will not receive Service through any other Utility electric facilities and, as a result, a single-source failure might occur which could result in an outage of undeterminable length to the Development.

1.5 <u>Change in the Development's EFBPL</u>.

(A) For purposes of this Section 1.5, any of the following circumstances shall be considered a change ("**Change**"):

1. If the actual build-out load, or if Applicant's alteration to the Development's load requirement, exceeds the EFBPL, as determined by Utility in accordance with Good Utility Practice.

2. If the actual build-out load, or if Applicant's alteration to the Development's load requirement, drop as follows:

a. below twenty-five percent (25%) of the Load Forecast for the then-current time period during the initial thirty-six (36) months of taking Service; or

b. below fifty percent (50%) of the Load Forecast for the then-current time period after the initial thirty-six (36) months of taking Service; or

c. below seventy-five percent (75%) of the Load Forecast for the then-current time period, after the initial sixty (60) months of taking Service; where the EFBPL is greater than or equal to 500 MW.

(B) The Parties must meet within thirty (30) business days after Applicant provides Utility with written notice of a Change, or Utility determines (in its discretion) that a Change has occurred, to evaluate what impact the Change has, if any, on Utility's Electric System or the facilities required to provide Service to the Development and consequently on the Development's actual Service requirements. Based on the Change, the Parties agree to modify this Agreement at the reasonable satisfaction of the Parties within twenty (20) business days of meeting or within twenty (20) business days of the Parties agreeing to amend this Agreement, whichever date is later. However, Utility reserves the right to reduce or increase (if applicable) the EFBPL or modify the Schedule if the Change cannot be addressed adequately or in a timely manner by amending this Agreement. Utility is under no obligation under this Agreement or otherwise to provide Service to the Development until after the Parties sign that amendment and Applicant pays the Total Costs associated with the Change, if any. Applicant must not use or take more than ____ MW, at an assumed ____% power factor, from Utility's Electric System until after Utility's Electric System is modified in accordance with that amendment.

(C) If this Agreement terminates and Applicant is not in default, Utility will make capacity available to the Development up to ____ MW at an assumed ____% Power Factor. However, if Applicant is not using that capacity, Utility (in its discretion) may permanently reallocate the unused capacity to other Customers.

1.6 <u>Customer Specific Facilities Charge</u>.

[<u>**NOTE**</u>: Replace text that follows with "[INTENTIONALLY OMITTED]" if Applicant is not a "T" customer; also modify definitions referenced below as necessary.]

Applicant must pay a Customer Specific Facilities Charge (defined below) for Utility to operate, maintain, modify, replace and finally remove the Applicant-Installed Facilities and the Utility-Owned Facilities. After the Project is Construction Complete, Utility will add the initial CSFC identified in <u>Exhibit B-4</u> to the periodic electric bill for the Development. Notwithstanding <u>Section 19.10</u>, the CSFC Applicant must pay will be modified by Utility when it performs the true-ups described in <u>Section 12.6</u> and from time to time as approved by the Commission in each Utility general rate case or similar ratemaking proceeding. After Utility or the Commission modifies the CSFC, Utility will send Applicant a courtesy notice that the CSFC has changed. Applicant acknowledges that some or all of the CSFC is based on estimated Total Costs or estimated expenses, that such estimates do not constitute errors or omissions and that Utility will not retroactively adjust billings that contained a CSFC to account for a modification to the CFSC. A "Customer

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Specific Facilities Charge" or "**CSFC**" means a Tariff-Schedule-based, ongoing payment that Utility places on Applicant's periodic electric utility bill (usually monthly) for the Development that enables Utility to recover its investment and ongoing operation, maintenance, modification, replacement and removal expenses associated with the Applicant-Installed Facilities and the Utility-Owned Facilities. [NOTE: Remove "the Applicant-Installed Facilities and" if none are being installed.]

1.7 Other Services Provided by Utility. Utility may provide other services under separate agreement(s) to Applicant, such as the supply and delivery of electric energy to the Development, in accordance with the Tariff Schedules, Rule 9 (as amended) and Utility's procedures and those other services that are not within the scope of this Agreement. Nothing in this Agreement will be construed as affecting or limiting Utility's right to make application to the Commission for a change in rates, charges, or rules for electric service.

1.8 Providing Service to Applicant; Energy Supply.

(A) Utility will provide Service to the Development in accordance with this Agreement, applicable Laws, and the Tariff Schedules.

(B) Applicant shall not furnish or use electricity received from the Utility upon other Premises or to other end-use customers.

(C) Applicant will take High Voltage Distribution Service for the Development pursuant to a written Service Agreement to be provided by Utility and executed by Applicant. Applicant acknowledges that within four (4) months of the Effective Date of this Agreement, it must either (i) have entered into a written Service Agreement with Utility for the life of this Agreement and/or (ii) have demonstrated, to Utility's satisfaction, the ability to provide the full energy supply for the EFBPL to the delivery point specified in this Agreement ("**Service Option Deadline**"). If Applicant fails to complete either option by the Service Option Deadline, Utility is not obligated to perform any further under this Agreement unless the Parties mutually agree, in writing, to extend the Service Option Deadline. The Term of this Agreement shall not be extended should Utility elect to suspend its performance and all terms and conditions of this Agreement and Rule 9 remain in force.

Article 2 Scope of Work; Coordination of Activities; Design

2.1 Utility's Scope of Work. Utility will, perform (or cause to be performed) the following in connection with the Utility Facilities:

(A) Perform engineering, survey, right-of-way work, and other work in order to prepare the UOF Design in accordance with Utility's Standards, the Tariff Schedules and the One-line.

(B) Prepare the UOF Design.

(C) Support Applicant in the preparation of Property Rights documents that Utility, in its discretion, determines are necessary in connection with the Project.

(D) Procure equipment and materials for the Project.

(E) Support Applicant in the acquisition of Permits and comply with all Permits required for the Project, including, but not limited to, those for dust control, grading, stormwater, special use, and those for construction, operation, and maintenance of the UOF.

(F) Perform survey work associated with the Property Rights that Utility, in its discretion, determines are necessary in connection with the Project.

(G) Install the UOF in accordance with the UOF Design.

(H) Test and commission the UOF.

(I) Perform other work Utility determines is necessary to complete the Project.

2.2 Applicant's Scope of Work. Applicant will, at Applicant's expense, perform (or cause to be performed) the following in connection with the Project:

(A) Acquire and comply with all Permits required for the Project, including, but not limited to, those for dust control, grading, stormwater, special use, and/or highway crossing and those for construction, operation and maintenance of the UOF.

(B) Acquire and comply with all Permits required for improvements and facilities being constructed by Applicant, including the Improvements.

(C) Grant, convey and/or acquire and convey to Utility all Property Rights necessary for the Project in accordance with Article 3.

(D) If Site is required, grant and convey (or cause to be granted and conveyed) the Site to the Utility; the Parties will execute a Purchase Agreement, which terms will govern the conveyance of the Site to Utility ("**Purchase Agreement**").

(E) Install the Improvements in accordance with the requirement in this Agreement.

(F) Provide and maintain access roads to all electrical and communication facilities being installed in connection with this Agreement.

(G) Design, procure and construct the Applicant-Owned Facilities (as shown generally in the One-line) in accordance with all Laws and the Tariff Schedules.

(H) Perform the above-described scope of work in accordance with the Schedule, which may change from time to time as necessary.

2.3 Coordination of Activities.

(A) Joint Preparation of Access Plan. Before Utility begins any work on the Development, Applicant and Utility must work together to develop an access plan for the Development that (i) identifies Utility's employees and/or contractors who will need access to the Development; (ii) identifies the points of ingress and egress to the Development that Utility and/or its contractors will use; (iii) identifies routes and areas of the Development Utility and/or its contractors will access; (iv) describes certification and escort procedures and requirements; and (v) identifies safety and environmental policies applicable to Utility's employees and/or contractors that are necessary for the purposes of the Agreement. The foregoing is referred to as the ("**Access Plan**"). Notwithstanding that, the Access Plan is subject to recorded rights of entry for the benefit of Utility. The Parties must work together to amend Access Plan as necessary. Applicant acknowledges that the In-Service Date might be delayed as a result of restrictions on Utility's employees and/or contractors' access to the Development. Applicant must provide Utility and its contractors with copies of any safety and environmental policies identified in the Access Plan.

(B) Non-Interference with Utility's Construction and Operation. Applicant's construction and installation of its improvements must not interfere with Utility's construction, operation and maintenance of the Utility Facilities or other facilities Utility is installing in connection with the Project. If Applicant's activities do interfere, Applicant must take all steps necessary (at Applicant's Total Cost) in a mutually agreed timeframe to stop the interference and remedy it so that Utility's construction, operation, and maintenance activities can continue without conflict.

(C) Non-Interference with Applicant's Construction and Operation. Subject to Utility's contractual obligations, the Access Plan and the Schedule, Utility's construction and installation of its improvements must not interfere with Applicant's construction, operation and maintenance of its improvements or other facilities on the Development that Applicant is installing in connection with the Development. If Utility's activities do interfere, Utility must take all steps necessary (at Applicant's Total Cost) to stop the interference and remedy it so that Applicant's construction activities can continue without conflict.

2.4 Ownership of Improvements and the Project

(A) Legal title to and ownership of an Improvement will transfer to Utility after (1) Utility provides Acceptance of the particular Improvement, (2) Applicant delivers the required Lien Releases in Section 7.12 and the Officer's Certificate required by Section 8.9 and (3) the Grant, Bargain Sale deed for the Site is recorded in Utility's name. Applicant guarantees that such legal title to and ownership of the Improvements will pass to Utility free and clear of any and all liens, claims, security interests or other encumbrances. Within ten (10) business days of Utility's written request, Applicant must sign and deliver a bill of sale in a form acceptable to Utility that conveys all of Applicant's rights, title, and interest in the Improvements to Utility.

2.5 Ownership of Facilities.

(A) Ownership of UOF. All UOF are property owned and controlled by Utility. Utility owns all material and equipment Utility ordered for the Project for use on Utility's side of the Point of Delivery.

(B) Use of UOF. Utility has the right to use the UOF for any purpose, including to provide electric service to any Customer. Utility may also allow third parties to use these improvements if Utility is required to do so by the federal Telecommunications Act or other applicable Laws.

2.6 Utility Design Development.

(A) Preparing the UOF Design. Based on information provided by Applicant and in accordance with Utility's Standards, Utility will prepare the UOF Design. Applicant, must confirm in a writing acceptable to Utility that the UOF Design does not conflict with Applicant's Development.

(B) Updating UOF Design. Notwithstanding Section 2.6(A) or Section 20.10, Utility may (in its discretion) modify the UOF Design. However, if Utility must revise the UOF Design because of a Utility error or omission, Utility will bear the expense of revising the particular design.

(C) Ownership of Design - UOF. Applicant acknowledges and agrees that, if Utility produces (or causes to be produced) the UOF Design, Utility is and will be the sole and exclusive owner of all right, title and interest to, including all intellectual property rights in and to, that design (including that which may qualify as "works for hire") under United States copyright law and comparable laws worldwide – whether or not that design was developed by Utility individually or jointly with Applicant. Any UOF Design is deemed Utility's proprietary information and Applicant will protect this information as required by Utility.

(D) Disclaimer of Warranty(ies). With respect to the UOF Design (and any modified UOF Designs) and unless expressly stated otherwise in this Agreement, UTILITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, including any implied warranty of merchantability or fitness for a particular purpose.

Article 3 Property Rights

3.1 Property Rights Applicant Must Grant to or Acquire for Utility.

(A) Applicant's Obligation to Grant and Convey Property Rights. Applicant must, without expense to Utility, grant and convey all Property Rights (or use Commercially Reasonable Efforts to obtain for Utility) that Utility reasonably deems it requires for the Project, including without limitation:

1. A permanent unrestricted Access Easement for ingress and egress access to the UOF and the Site, if Applicant is responsible for providing the Site; and

2. Easements for the locations of transmission, High Voltage Distribution lines and distribution feeders; and

3. An Easement for the Site, if Applicant is responsible for providing the Site, pursuant to Rule 9, Section B.2.n, which easement shall remain in effect until the Site is conveyed to Utility in fee ownership pursuant to Section 3.4(A).

4. The type, location and form of the Property Rights must be satisfactory to Utility (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights). If Applicant cannot obtain one or more Property Rights, Utility (at Applicant's Total Cost) will, if permitted by applicable Law, acquire those Property Rights so that the type, location and form are satisfactory to Utility (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

(B) Form of Easements. Applicant must grant and convey and cause third parties to grant and convey all easements to Utility in the forms that Utility will provide separately to Applicant and acknowledged by the Parties.

(C) Form of Rights of Entry. Applicant must grant and convey and cause third parties to grant and convey all rights of entry to Utility in the forms that Utility will provide separately to Applicant and acknowledged by the Parties.

(D) Form of Use Agreements. Applicant must execute, and cause third parties to execute, Transmission Use Agreements and Distribution Encroachment Agreements to Utility in the forms that Utility will provide separately to Applicant and acknowledged by the Parties.

(E) Form of Consent and Subordination Agreements. Applicant must obtain and deliver Consent and Subordination Agreements to Utility in the forms that Utility will provide separately to Applicant and acknowledged by the Parties.

(F) Conveyance of Site.

1. In accordance with Rule 9, Section B.2.n, Applicant must convey the Site and access to the Site to Utility.

2. The Site, including the Improvements, must be for the full build-out capacity of the Project to accommodate the EFBPL and the

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conveyance must occur in accordance with the Schedule.

3. The Site shall be conveyed to Utility through a Purchase Agreement, in the form that Utility will provide separately to Applicant.

(G) Form of Indemnity Agreement. Applicant must execute and cause third parties to execute Title Exception Indemnity Agreement(s) related to title exceptions that are not removed and not otherwise accepted by Utility, in the form that Utility will provide separately to Applicant and acknowledged by the Parties.

(H) Timing of Easements. In Utility's discretion, which may not be unreasonably withheld, Applicant must grant or obtain easements for Utility before any required street dedication(s).

(I) Appraisals. In Utility's discretion and at Applicant's Total Cost, Utility may obtain an appraisal(s) of the Property Rights.

3.2 Ongoing, Blanket Non-Exclusive Easement for Ingress, Egress and Access. Subject to the Access Plan, Applicant grants to Utility and its employees, representatives, contractors and assigns (and will cause any Affiliate to grant to Utility and its employees, representatives, contractors and assigns) the right of access, ingress and egress over and across portions of the Development and any other property owned or controlled by Applicant (or any Affiliate) as necessary for Utility to carry out its obligations under this Agreement and to operate, add to, maintain and modify the UOF. Applicant must not obstruct or otherwise interfere with these rights.

3.3 Condition Precedent to Commence Construction. Utility is not obligated to commence construction of any facilities or otherwise perform its obligations under this Agreement until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights) and the Improvements have been completed in accordance with the Schedule and this Agreement.

3.4 Applicant's Obligation to Provide a Site and Location of the Site.

(A) Obligation to Provide Site. In accordance with Rule 9, Section B.2.c and B.2.n, Applicant must convey the Site or cause the Site to be conveyed to Utility in fee ownership, if required.

(B) Providing an Alternative Site. Applicant must correct any exceptions to title or other unacceptable conditions with respect to the Site as determined by Utility in its discretion or sign Utility's Indemnity Agreement (as that term is defined in the Purchase Agreement) for those exceptions to title that cannot be corrected; or, in Utility's discretion, Applicant must provide an alternative site mutually acceptable to the Parties ("**Alternative Site**") if:

1. Utility determines, in Utility's discretion at any time prior to conveyance of the Site in fee to Utility, that conditions on the Site

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do not meet Utility's requirements to build electrical facilities;

2. Any necessary Permits for the proposed electrical facilities to be constructed on the Site are not obtained;

3. Condemnation or eminent domain proceedings are proposed, threatened, or commenced against any portion of the Site and Utility determines that the condemning authority's acquisition no longer makes it feasible to construct the UOF to provide Service to Applicant and Service to Utility's other customers from the Site; or

4. The Site is totally or partially destroyed.

5. If the Parties mutually agree in writing to an Alternative Site(s), the requirements or obligations in this Agreement that relate to the Site will also apply to the Alternative Site(s), including, but not limited to, those in Section 3.1, Section 3.2, Section 3.3, Section 3.4(A), Section 3.4(B), and Section 3.5.

3.5 Condition of the Site.

(A) No Creation of Other Interest or Right. The Site, if required, must not be subject to – and Applicant must not create or allow the creation of – any possessory or non-possessory right or interest in favor of any Person that is not of record as of the Effective Date, including, but not limited to, easements, leases, deeds of trust, codes, covenants and restrictions, and special/local improvement district assessments. If the Parties agree on an Alternative Site, the Alternative Site(s) must not be subject to – and Applicant must not create or allow the creation of – any possessory or non-possessory right or interest in favor of any Person that is not of record as of the date the Parties mutually agree in writing to the Alternative Site(s), including, but not limited to, easements, leases, deeds of trust, codes, covenants and restrictions, and special/local improvement district assessments.

(B) No Hazardous Materials. The Site must be free of Hazardous Material and contaminated soil.

3.6 Completing Remediation Before Inspection. Before sending Utility a Notice of Request for Inspection and at least twelve (12) months before the target In-Service Date identified in Article 6 below, Applicant must complete remediation of the Site in accordance with the Purchase Agreement.

Article 4 Identification and Resolution of Conflicts; Costs Associated with Conflicts

4.1 Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (i) the Development and the Electric System located within the Development, (ii) the Development and the Electric System located within or adjacent to offsite improvements required for the Development, (iii) the Development and the Electric System located adjacent to the

Development, and (iv) the Development and Utility's Property Rights within and adjacent to the Development.

4.2 Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe the Electric System located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (i) pay all actual costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (ii) provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights). If service to the Development is impacted and Utility is unable to effect immediate repairs, Utility shall communicate to Applicant Utility's plan for restoration of power.

4.3 Resolution of Conflicts with Utility's Rights and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (i) pay all costs actually incurred by Utility that are associated with the interference and (ii) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

4.4 No Obligation to Perform Obligations. Utility does not have an obligation to provide Service to the Development or perform its obligations under this Agreement until after Applicant meets its obligations under this Article to Utility's reasonable satisfaction.

Article 5 Acquisition and Support of Permits

5.1 BLM Right-of-Way Grant(s). When necessary and at Applicant's Total Cost, Applicant will obtain any BLM Right-of-Way Grant(s), and any other federal-land Permits, in the name of Utility, required for the UOF, and perform work necessary to comply with conditions in these Permits, including but not limited to follow-up environmental work, obtaining federal-agency approval of work performed, and preparing as-built survey plans.

5.2 Permits for the UOF.

(A) Applicant, at Applicant's Total Cost, will obtain all necessary Permits required for the construction, operation, modification and maintenance of the UOF, including the Improvements, and any other infrastructure Utility is installing and/or will own in connection with this Agreement, including, but not limited, to those for dust control, grading, stormwater, special use, and highway crossing, any land use permit(s), Nevada Utility

Environmental Protection Act Permit and any other required building or construction permits.

(B) Before submitting any relevant Permit applications to the appropriate government authority(ies) for approval, Applicant must submit all relevant Permit applications to Utility for review and comment.

(C) Utility will have a minimum of fourteen (14) days, but no more than thirty (30) days to review the Permits for compliance with Utility's Standards and Utility will contact Applicant with Utility's comments or will otherwise provide its approval in writing (by letter or email) from its Project Manager.

(D) Once Applicant acquires the Property Rights, all permits related to such Property Rights shall be held by Utility.

5.3 Utility's Support. At Applicant's request, Utility will support Applicant's Permit application(s). Utility's support may include executing documentation to support Applicant's request for the particular Permit and other actions reasonably requested to assist Applicant in obtaining Permits Utility determines are required.

Article 6 Target In-Service Date

6.1 Target In-Service Date(s) of the UOF; Target Completion Dates of the Applicant-Owned Facilities. Based on the load requirements identified in Exhibit F and using information provided by Applicant, the target In-Service Date(s) for the UOF is based on the schedule shown in Exhibit G ("**Schedule**"). Applicant represents that it will complete construction of the Improvements and Applicant-Owned Facilities in accordance with Exhibit G, which may be updated from time to time by Utility in conjunction with the Applicant.

6.2 Project Schedule; Constraints. Utility will use Commercially Reasonable Efforts to place the UOF in operation in accordance with the Schedule, but failure to meet any scheduled date is not a Utility event of default. Applicant acknowledges that Project completion, the In-Service Date and Service to the Development are subject, without limitation, to the following:

(A) Scheduling of required electrical outages, which may be limited by Electric System operational and maintenance requirements, including such things as restrictions against scheduled transmission line outages on the electric power system as determined by Utility in its discretion; and

(B) Utility's obligations to its other customers to ensure the reliability and safety of its Electric System and to adhere to applicable reliability criteria; and

(C) Contingent Facilities, if any and as shown in Exhibit F and Exhibit G, are energized.

(D) Applicant paying invoices for the Total Costs (and associated Tax Gross-up) and providing all Security in a timely manner; and

(E) Favorable weather conditions; and

(F) Applicant identifying and resolving conflicts in conformance with Article 4; and

(G) All Permits being obtained, including, but not limited to, any that may be required by the Commission; and

(H) Utility receiving permanent Property Rights for the UOF that are satisfactory to Utility; and

(I) Applicant completing any remediation obligations in accordance with Section 16.4; and

(J) Applicant meeting the deadlines identified in the Schedule; and

(K) Applicant performing calibration and functional trip tests of its protection facilities, providing the test results to Utility and Utility accepting those results; and

(L) All communications upgrades as described in Exhibit B-1 being completed; and

(M) SCADA indications for Project being operational and fully-tested; and

(N) Utility and Applicant trip testing Applicant's interrupting device(s) from Utility's Electric System control center; and

(O) Utility and Applicant having an energization process meeting one (1) week prior to energization event; and

(P) Applicant acknowledging in a writing delivered to Utility that all Applicant systems are adequately protected and have been tested.

6.3 No Obligation to Start Construction. Notwithstanding anything to the contrary and without liability to Applicant, Utility is not required to provide an Acceptance of the Improvements, start construction of Utility-Owned Facilities, or continue constructing Utility-Owned Facilities until after:

(A) All Permits are obtained; and

(B) Applicant conveys, or causes to be conveyed, all Property Rights to Utility in a timely manner and in conformance with Article 3; and

(C) Applicant identifies and resolves conflicts in accordance with Article 4; and

(D) The Improvements are completed and in compliance with the Civil Improvement Plans, and Utility Standards; and

(E) Utility receives all required Lien Releases specific to the Improvements; and

(F) Utility receives the Officer's Certificate; and

(G) All environmental remediation, if applicable, is completed and accepted by all necessary environmental agencies, Applicant and Utility in conformance with Article 16; and

(H) Applicant pays Total Costs invoiced in accordance with Rule 9 and Article 12; and

(I) Applicant provides all Security in accordance with this Agreement.

(J) Title Exception Indemnity Agreement is executed by Parties, if applicable.

Article 7 Improvements

7.1 Design, Construction, and Installation of Certain Improvements. In accordance with Utility's Standards, the Civil Improvement Plans, all applicable Laws, all Permits and as otherwise required in Article 7 and Article 8, Applicant must design, construct, and install all On-Site Improvements, Perimeter Wall Improvements and Off-Site Improvements (together, collectively known as, "**Improvements**").

(A) On-Site Improvements. On-Site Improvements include, but are not limited to, earthwork and grading construction (in accordance with the geotechnical report for the Site), sub-grade preparation, driveways, rip-rap placement, landscaping, irrigation and drainage improvements that are on the Site – all as shown on the Civil Improvement Plans and defined in the Engineering Scope of Work that Utility will provide separately to Applicant and acknowledged by the Parties ("**On-Site Improvements**").

(B) Perimeter Wall Improvements. Perimeter Wall Improvements include, but are not limited to, retaining walls, perimeter site wall, high security wall, masonry wall, and gates ("**Perimeter Wall Improvements**") pursuant to standards that Utility will provide separately to Applicant and acknowledged by the Parties.

(C) Off-Site Improvements. Off-Site Improvements include, but are not limited to, all other Improvements that are required by applicable Law, a Permit or by Utility, such as drainage improvements, driveways, general civil improvements, access roads (permanent and construction) required for the proposed UOF ("**Off-Site Improvements**") pursuant to standards that Utility will provide separately to Applicant and acknowledged by the Parties.

7.2 Material Used for Improvements. The material used for excavation and embankment purposes must conform to the provisions of Section 203 of the Uniform Standard Specifications for Public Works Construction for Clark County, Section 200.01.07 or Section 200.01.09 of the Orange Book issued by the Regional Transportation Commission of Washoe County, Nevada, latest edition, and Generic Plans that Utility will provide separately to Applicant and acknowledged by the Parties. Applicant must not use fill that contains a Hazardous Material or contaminated soil and must provide written certification to Utility that the fill meets these requirements.

7.3 Posting Bonds. Applicant must post a performance and payment bond to Utility to guarantee Applicant completes the Improvements per this Agreement and fully pays its contractors and subcontractors for such work. Prior to finalizing the bonds, Applicant must provide a draft of the bonds to Utility for review and approval. The bond(s) must be of an amount of the full cost to construct the Improvements. Upon acceptance by Utility, Applicant must provide the signed and notarized bond(s) to Utility before Applicant, or its contractor(s) begin any construction of the Improvements.

7.4 Generic Plans and Engineering Scope.

(A) Generic Plans. Some of the Improvements are depicted in the Generic Plans that Utility will provide separately to Applicant and acknowledged by the Parties ("**Generic Plans**"). Utility is providing the Generic Plans to Applicant as an example of improvement plans that typify the form in which Applicant's Improvement plans must be submitted to Utility for review and approval.

(B) Engineering Scope. With respect to the Improvements, Applicant must perform the work described in the Engineering Scope of Work, including site preparation, that Utility will provide separately to Applicant and acknowledged by the Parties.

7.5 Applicant's Technical Studies and Civil Improvement Plans. The Civil Improvement Plans must comply with Utility's Standards and all applicable Laws and must be electronically formatted in a manner consistent with the format of the Generic Plans.

(A) Submitting Technical Studies and Civil Improvement Plans to Utility for Review. Before submitting any Technical Studies, Civil Improvement Plans or relevant applications to the appropriate government authority(ies) for approval, Applicant must submit all relevant technical studies or reports that may include, but are not limited to, drainage, geotechnical, soils, topographical surveys, resistivity, phase 1 or 2 environmental or other analysis ("**Technical Studies**") and the draft Civil Improvement Plans to Utility for review and comment.

(B) Utility Review Period. Utility will have a minimum of fourteen (14) days, but no more than thirty (30) days to review the Technical Studies and to review Civil Improvement Plans for compliance with Utility's Standards and for formatting consistent with the Generic Plans. Utility will not review the Civil Improvement Plans for compliance with applicable Law. After completing its review of the Technical Studies and the Civil Improvement Plans, Utility will contact Applicant with Utility's comments.

(C) Correction of Deficiencies. Applicant must correct all deficiencies identified by Utility, within seven (7) days of receiving notice of deficiencies from Utility

OR

address, in writing to Utility, all deficiencies identified by Utility, within seven (7) days of receiving from Utility.

(D) Submission to Government Authority(ies) after Utility Confirms Compliance. Applicant must not submit the Technical Studies to the appropriate government authority(ies) for approval until after it receives written confirmation from Utility's Project Manager that Utility has reviewed the Technical Studies and Applicant has adequately addressed Utility's concerns, if any, with that study. In addition, Applicant must not submit any Civil Improvement Plans to the appropriate government authority(ies) for approval until after it receives written confirmation from Utility's Project Manager that Utility has reviewed the Civil Improvement Plan, it complies with Utility's Standards, and it is formatted in a manner consistent with the format of the Generic Plans.

(E) Resubmitting Technical Studies and Civil Improvement Plans to Utility for Review. If, after submitting the Technical Studies and Civil Improvement Plans to the government authority(ies), the government authority(ies) provide comments, Applicant must provide copies of those comments to Utility. Applicant must submit the revised Technical Studies and Civil Improvement Plans to Utility for review and comment before re-submitting those documents to the government authority(ies).

7.6 Submitting Copies of the Construction Specifications to Utility. Before starting construction of the Improvements and after complying with Section 7.5, Applicant must submit to Utility for review and comment copies of the construction specifications for the Improvements that Applicant provided its contractors.

7.7 Meetings. Applicant and its contractors must meet with Utility concerning the Improvements as follows:

(A) Optional Pre-Submittal Technical Studies Review Meeting. At Utility's request, Applicant must meet with Utility after Applicant's preliminary Technical Studies_have been submitted to and received by Utility for review. At this meeting, the Parties will discuss Utility's comments on the Technical Studies and initiate changes in the work product, as required.

(B) Pre-Submittal Civil Improvement Plan Review Meeting. Applicant must meet with Utility after the Civil Improvement Plans have been submitted to and received by Utility for review. The purpose of the meeting is to discuss Utility's comments on the Civil Improvement Plans and to initiate changes in the work product, as required.

(C) Additional Meetings. Applicant must meet with Utility, as reasonably requested by Utility.

7.8 Improvements Coordination.

(A) Improvements Schedule. Applicant must provide a detailed schedule of the Improvements to Utility. Utility will have a minimum of fourteen (14) days, but no more than thirty (30) days to review the schedule and provide comments. The Parties agree to mutually develop a schedule for the

Improvements in conjunction with the Article 8 and any updates that may be required.

(B) Improvements Questions. Applicant must direct all technical questions regarding the Improvements to the Utility Project Manager.

7.9 Improvement As-Built Plans. Applicant must prepare as-built plans of construction activities. All elevations and coordinates on the as-built plans must be in a coordinate system approved by Utility and clearly indicated and completely described on the respective Civil Improvement Plans.

(A) Utility Review Period. Utility will have a minimum of fourteen (14) days, but no more than thirty (30) days to review the as-built plans. After completing its review of the as-built plans, Utility will contact Applicant with Utility's comments.

(B) Correction of Deficiencies. Applicant must correct all deficiencies identified by Utility and re-submit the revised as-built plans to Utility.

(C) Construction Activities. Applicant must receive Utility's approval of each as-built plan before it starts the next phase of construction. Utility shall have a minimum of fourteen (14) days, but no more than thirty (30) days to approve or deny an Applicant's submitted as-built plan.

(D) Perimeter Wall Foundation Construction. Applicant must not commence construction of any wall or wall foundations until after it (i) completes sub-grade construction and (ii) submits, and Utility approves, the as-built grading plan.

(E) Perimeter Wall Construction. Applicant must not commence perimeter wall construction until after it submits, and Utility approves, the as-built wall foundation elevations and plan (for masonry wall). The elevations must be measured (i) at 50-foot (maximum) intervals along the length of the foundation and (ii) on either side of each vertical step location. The linear dimensions of the perimeter wall foundation and gate locations must be shown on the as-built wall foundation plan.

(F) Condition Precedent to Acceptance of Improvements. Utility is not required to provide an Acceptance of the Improvements until after Applicant submits to Utility as-built plans of all construction (including, but not limited to, gate thresholds, aprons, driveways and drainage facilities) and all reports and documentation prepared by or at the request of the Third-Party Consultant. These as-built plans must contain sufficient detail for Utility to determine whether or not the construction is complete and in compliance with the Civil Improvement Plans and Utility's Standards.

(G) Deadline to Complete Improvements. Applicant must complete the Improvements and provide Utility suitable access, satisfactory to Utility, to the Site in accordance with the Schedule.

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7.10 Applicant's Third-Party Consultant's Obligations. Prior to construction of any Improvements, a certified third-party consultant hired by Applicant or the engineer of record for the Civil Improvement Plans ("**Third-Party Consultant**") must provide all necessary review, inspection, coordination, requests for information, requested material specification substitutions, approval of shop drawing submittals, as-built plans and any other construction-related issues pertaining to the Improvements. Applicant must require the Third-Party Consultant to do the following:

(A) Addressing Installation Issues. The Third-Party Consultant must address any Contractor installation issues regarding differing or unanticipated Site conditions or obstacles such as, but not limited to, groundwater, underground utilities or topographic inconsistencies and provide adjustments or revisions to designs as necessary.

(B) Clarifying Civil Improvement Plans. The Third-Party Consultant must provide clarification of all questions from Applicant's contractor(s) regarding the Civil Improvement Plans.

(C) Providing Support to Release Utility from the Performance Bond. The Third-Party Consultant must provide all construction administration and coordination necessary to ensure that Utility, if identified as the owner, is released from the performance bond that is posted for the Improvements in connection with the issuance of the off-site construction permit.

(D) Providing Quality Assurance. The Third-Party Consultant must inspect all Improvements, perform all tests required by applicable Law and any Permit and submit to Utility all test results, including, but not limited to, soil density test results, concrete and masonry strength test results, reinforcement bar certifications and concrete quantity tickets.

(E) Providing Utility a Pad Certification and Grading Report. The Third-Party Consultant must give Utility a pad certification and grading report ("**Pad Certification and Grading Report**").

7.11 Notice of Third-Party Consultant Inspection and Provision of Records. Within ten (10) days after the Third-Party Consultant completes its inspection(s), Applicant must provide written notice to Utility that the inspections were completed ("**Notice of Third-Party Consultant Inspection**"). With that notice, Applicant must provide to Utility documentation of the inspection(s), copies of the as-built survey plans and copies of the Pad Certification and Grading Report, unless the Third-Party Consultant has already provided the particular record to Utility.

7.12 Delivery of Lien Releases. Before Utility starts construction of the UOF, Applicant, its contractors, and subcontractors must execute and deliver to Utility a complete release of all liens in relation to the Improvements and receipts covering in full all labor, materials, and equipment for which a lien could be filed ("**Lien Releases**"). At Utility's discretion and in writing, it may extend the deadline for delivery of a particular Lien Release.

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7.13 Drainage. Applicant must not allow its Development or any improvement on the Property to negatively impact drainage for the UOF or Improvements. If Applicant's Development or any improvement on the Property causes harmful surface drainage to the UOF or Improvements, Applicant must, within 30 days, remedy the negative impact at no expense to Utility.

Article 8 Utility Inspection and Acceptance of the Improvements

8.1 Inspection Scope and Schedule. Utility will determine the schedule and scope of Utility inspections before Applicant commences construction of a particular Improvement.

8.2 Notice of Request for Inspection of Improvements by Utility. After sending Utility a Notice of Third-Party Consultant Inspection, or as part of that notice, Applicant must (in writing) advise Utility that some or all of the Improvements are complete and ready for Utility's inspection and ask Utility to inspect those completed Improvements ("**Notice of Request for Inspection**").

8.3 Utility's Initial Inspection of the Improvements. Within fifteen (15) business days of receipt of a Notice of Request for Inspection, Utility will commence its inspection of the Improvements that are the subject of the notice.

8.4 Notice of Acceptance or Non-Compliance in Connection with an Inspection. Within ten (10) business days of completing a requested inspection (or re-inspection), Utility will provide an Acceptance of the Improvements that are the subject of the Notice of Request for (Re-)Inspection or specify in writing (by letter or email from the Utility Project Manager) the Improvements that are not complete and do not comply with the Civil Improvement Plans and Utility's Standards ("**Non-Compliance Notice**"). The Utility may not unreasonably withhold Acceptance of an Improvement.

8.5 Correction of Deficiencies. Applicant must correct all deficiencies identified in a Non-Compliance Notice.

8.6 Re-Inspection of the Improvements. After Applicant corrects the deficiencies identified in a Non-Compliance Notice, it must provide written notice to Utility that the deficiencies have been corrected and the Improvements are ready for re-inspection ("**Notice of Request for Re-Inspection**"). Within ten (10) business days of receipt of a Notice of Request for Re-Inspection, Utility must re-inspect the Improvements that are the subject of that notice.

8.7 Utility's Failure to Timely Inspect or Respond to a Request for (Re-)Inspection. If, within the periods set out above, Utility does not inspect or re-inspect the Improvements or provide Applicant with an Acceptance or Non-Compliance Notice, the Improvement(s) will not be deemed to have been Accepted, however, any project deadlines shall be amended to incorporate any project time lost by Applicant due to Utility delay.

8.8 Providing Additional Lien Releases. If Applicant receives a Non-Compliance Notice, and before providing Utility with a Notice of Request for Re-Inspection, Applicant, its contractors, and subcontractors must execute and deliver to Utility additional Lien Releases if additional liens were noticed or filed by Applicant, its contractors, or subcontractors, related to the corrections required by the Non-Compliance Notice.

8.9 Officer's Certificate Required Before Acceptance. Before final Acceptance, Applicant must provide an officer's certificate in writing (by letter) to Utility representing that there are no resulting liens, charges, claims, security interests or encumbrances on or relating to the Site in relation to the Improvements ("**Officer's Certificate**").

8.10 Applicant's Continuing Obligations Until It Transfers Ownership of the Improvements. Until ownership of the particular Improvements transfers to Utility or to the appropriate governmental authority, as applicable, Applicant assumes all responsibilities and liabilities for the Improvements, including, but not limited to, maintaining, replacing, and repairing the Improvements and paying any fees, fines, or penalties in connection with the Improvements. Applicant's responsibilities and liabilities for the Improvements are in addition to providing the guarantees in Article 9.

Article 9 Guarantees

9.1 Guarantee Against Defects and Per Schedule. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform in connection with this Agreement are completed in accordance with this Agreement, per the Schedule set forth in Exhibit G, and against defects in materials and workmanship for a period of two (2) years following Utility's Acceptance of all Improvements. Applicant also guarantees any corrective work of replaced or repaired materials against defects for an additional two-year period following completion of that work.

9.2 Utility's Option to Remedy Defect. During the two-year period provided for in Section 9.1, should Utility become aware of any defect in materials or workmanship provided by Applicant and its contractors/subcontractors, Utility will provide Applicant with prompt written notice of the particular defect after defect is identified and Applicant will have thirty (30) days from the date of the notice in which to commence correction of the defect(s) and must thereafter diligently complete them. If Applicant does not begin correcting the defect(s) within the 30-day period, does not diligently complete correction within sixty (60) days of receiving the notice, unless the correction is expected to take longer to complete and the Parties agree that Applicant is diligently working to complete correction, or if Utility determines (in its discretion) that the defect must be corrected as soon as possible, then Utility may remedy the defect and Applicant must pay Utility all expenses Utility incurs within sixty (60) days of receiving an invoice from Utility.

Article 10 Third-Party Liens

10.1 Duty to Keep the Site Free of Liens. Applicant must keep the Improvements, and the Site free and clear of all liens, claims, judgments, security interests, and encumbrances ("**Liens**") arising out of the design, installation, construction, and inspection of those Improvements and other activities on the Site ("**Work**") by Applicant, its contractors, its subcontractors of any tier, and all laborers, materialmen, mechanics, and other similar Persons.

10.2 Applicant's Obligation to Discharge the Lien. If any Lien is filed against the Site before or after Work is completed, and/or Utility provides Applicant written notice of the Lien, Applicant must obtain the release of (or otherwise satisfy) the Lien within ten (10) business days of receiving notice. If Applicant fails to do so, (i) Utility may take such steps and make such expenditures as, in its discretion, it deems advisable to obtain release of or otherwise satisfy the Lien or Liens, and (ii) Applicant will, upon demand, reimburse Utility for all costs incurred and expenditures made by Utility in obtaining the release or satisfaction.

10.3 Laws Related to Processing Liens. Except as required by applicable Law, Applicant's obligation to indemnify Utility from Liens will not in any way be rendered unenforceable, or altered, amended, eliminated, or otherwise conditioned by any applicable Laws related to processing such Liens, unless Utility's action or inaction is the basis of any cause of action arising from an issue related to any Lien. Except as required by applicable Law, Utility will have no obligation to deliver a copy of any notice of claim or right to a Lien to Applicant or any other Person.

Article 11 Applicant's Additional Obligations

11.1 Load Forecast. Not later than one month before the end of each calendar year, Applicant must deliver to Utility a 20-year forecast of anticipated load requirements for the Development for each of the succeeding twenty (20) calendar years.

11.2 Compliance with Laws and Other Standards. Applicant and its contractors, employees and agents must perform their respective obligations under this Agreement in accordance with all applicable Laws, Permits and Tariff Schedules and must comply with Utility's Standards, where applicable, and the National Electrical Safety Code.

11.3 Obligation to Provide Documents and Information to Utility. Within ten (10) business days of Utility's written request, Applicant must provide information and documents requested by Utility that relate to this Agreement. Applicant must also provide Utility with the information and documents more specifically identified below.

(A) Information Concerning Property on Which the High Voltage Distribution Will Be Located. Within ten (10) business days of Utility's request, Applicant must provide Utility with copies of all documents that are in Applicant's possession or control relating to the property on which the Utility Facilities will be located, including but not limited to: leases, contracts and permits, current or not; environmental reports; appraisal reports; plans, permits, maps, and approvals; boundaries and topographical surveys; soils and engineering reports; governmental zoning letters; and any other documents Utility reasonably deems necessary to evaluate the property.

(B) Value of Property Rights. Within ten (10) business days of Utility's written request, Applicant must provide Utility with information and documentation relating to the value of the Property Rights, including but not limited to the value of the easements and the amount(s) Applicant paid, if any, for third-party Property Rights.

11.4 Disclosing the High Voltage Distribution Route. Applicant must disclose the route of the High Voltage Distribution or location of the UOF to any purchaser of real property within the Development.

11.5 Reduction of Service or Termination Charges; RSTC Security. In accordance with Rule 9, Section A.23, Rule 9, Section A.24 and Rule 9, Section A.25, Applicant is responsible for Utility's investment in the Project and other associated Total Costs at the time that the Reduction of Service or Termination of Service threshold is met, as defined in this Agreement.

(A) Reduction of Service. Reduction of Service for this Agreement shall occur when the Applicant's actual load, or if Applicant's alteration to the Development's load requirement, drops below fifty percent (50%) of the forecasted load shown on Exhibit B-6 for the then-current time period during the initial twenty-four (24) months of taking Service; or drops below eighty percent (80%) of the forecasted load shown on Exhibit B-6 for the then-current time period after the initial twenty-four (24) months of taking Service and the Utility determines that there is a reasonable likelihood that the Applicant's load will remain below that level.

(B) RSTC Calculation. The RSTC shall be calculated per Rule 9, Section A.25.c to ensure recovery by Utility at the time of Termination of Service or Reduction of Service of the net present value of all Total Costs of ownership and operation of all remaining Utility investment in the Project less any supportable revenues received or identified at the time of the RSTC. An example calculation of the RSTC calculation is shown in Exhibit B-5.

(C) Notice. Within sixty (60) days of receiving written notice from Utility of the Reduction of Service or Termination of Service, Applicant must pay a RSTC, which will be invoiced separately per Section 12.8 of this Agreement.

(D) RSTC Security. To secure payment of any potential RSTC and for the recovery of all other Total Costs or investments for the Project, Security will be established or altered per Article 12 and shall be reviewed annually.

11.6 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility and to notify Utility of any inconsistencies between the

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Design and facilities constructed (or being constructed) for the Project and/or the Property Rights for those facilities. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities, liabilities, and Total Costs for repair, replacement, redesign, modification, relocation, or other work to the facilities constructed, or being constructed, for the Project:

(A) Resulting from or arising out of incomplete, inaccurate, or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed outside the Property Rights intended for such facilities.

11.7 Modification or Relocation of Electric Facilities. Where Applicant has requested that Utility install electric facilities before the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must (i) pay all Total Costs associated with the relocation or modification of any electric facilities and (ii) grant or obtain for Utility (at no expense to Utility) all Property Rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Sections A.6 and A.10. The Property Rights must be granted to Utility in a manner that is satisfactory to Utility as to type, location, and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

Article 12 Total Costs; Initial Payment; Allowance; Invoicing; True-Ups; Security; Interest

12.1 Total Costs.

(A) Except as otherwise specifically provided in Rule 9, Applicant has Total Costs responsibility for the Project. Rule 9, Section B.2.b.4, requires Applicant to pay the Total Costs of the HVD, prorated by the ultimate load share of the Development relative to the full build-out capacity of the HVD, as shown on Exhibit B-1.

(B) The estimated Total Costs and associated Tax Gross-up are shown in Exhibit B-1 (“**Estimated Cost**”).

(C) The actual Total Costs might be more or less than the Estimated Cost and it is possible that not all Total Costs are identified on Exhibit B-1; however, Applicant is required to pay the actual Total Costs, and associated Tax Gross-up, in accordance with the fee payment schedule attached as Exhibit B-2 and Rule 9.

12.2 Allowance; Refunds.

(A) Revenue-Based Allowance. The Substation and HVD Allowances are Revenue-Based Allowances developed using the expected revenue designed to recover the specific type of investment (substation, HVD or, where applicable additional distribution) over the term of this Agreement. The Allowance being provided to Applicant is shown on Exhibit B-3.

(B) Maximum Allowance. The Substation and HVD Allowances are determined on a case-by-case basis by the Utility. The Revenue-Based Allowance is an individually calculated Maximum Allowance for the Project based on the Estimated Peak Demand (in kW), the Development's Maximum Demand during the term of this Agreement and the Advance Subject to Potential Refund.

(C) Up-Front Allowance. Utility may apply any portion of the Maximum Allowance in advance of construction of the Utility-Owned Facilities where there is a reasonable expectation that the supporting Demand will be initiated within the twelve-month period following Construction Complete.

(D) Reduction of Advance Subject to Potential Refund.

1. Utility shall reduce the Advance Subject to Potential Refund by an amount equal to the Up-Front Allowance, if any, as determined by Utility.

2. The balance of the Advance Subject to Potential Refund is to be adjusted for any Proportionate Share Refunds granted under Section 12.3.A.

3. The balance of the Advance Subject to Potential Refund shall be reduced by Allowance through Refunds provided to Applicant, if any, in accordance with this Section (see Exhibit B-3.1 for example calculation).

(E) Abnormal Risk Projects. For Abnormal Risk Projects, Applicant shall not receive an Upfront Allowance unless covered by Security. If the full Allowance is not granted up-front, any eligible Refunds shall be prorated equally over the remaining years in the Agreement.

(F) HVD Allowance. The HVD being installed pursuant to this Agreement will directly connect to Federal Energy Regulatory Commission jurisdictional transmission facilities and, therefore, qualifies for an HVD Allowance. HVD Allowances can be granted for both overhead and underground installations, however, HVD Allowances are limited to the estimated cost of facilities installed in an overhead configuration.

(G) Substation and HVD Refunds. For the calculation of Refunds, True-up of Substation or HVD loads shall include the load of the Development and the load of all other Customers that are utilizing the Utility-Owned Facilities when the True-up is performed.

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(H) Limitations on Refunds.

1. The maximum Refund that Applicant may receive is the lesser of the Advance Subject to Potential Refund or the portion of the Allowance supported by the Development's Maximum Demand that materializes during the term of this Agreement.

2. Refunds shall be made when warranted by True-ups.

3. Refunds are limited to the remaining balance of the Advance Subject to Potential Refund.

4. The Refunds amounts, in total, may be insufficient to refund the Applicant's remaining balance of the Advance Subject to Potential Refund.

5. No Refunds shall be made after the termination of this Agreement.

(I) Refund Timeline. After a Total Cost or Allowance True-up, Utility shall Refund to the Applicant any eligible refund within sixteen (16) months of Construction Complete in accordance with Rule 9, Section A.32.b.

(J) Tax Gross-Up on Refunds. Subject to the True-up, Utility shall refund a pro rata share of the Tax Gross-up applicable to any Refunds made to Applicant.

(K) Updates to Rule 9 Allowances and Refunds. Updates to Allowances and/or Refunds may occur due to, but are not limited to, Commission approval of General Rate Cases, Advice Letter Filings or other Tariff changes related to the Allowances and/or Refunding under Rule 9.

12.3 Proportionate Share.

(A) Proportionate Share Refund. If a subsequent Rule 9 applicant attaches to the Utility-Owned Facilities, pursuant to Rule 9, Section A.16, Applicant shall be entitled to a Proportionate Share Refund, where applicable.

(B) Proportionate Share Allocation. If Applicant attaches to other line extensions, such as those identified in this Subsection, Applicant must pay a Proportionate Share Allocation:

Contract No.	Expiration Date	Project Name
None		

12.4 Initial Payment. Applicant must pay Utility the amount identified in Exhibit B-2 pursuant to Rule 9, Section A.17.b ("**Initial Payment**") on the date shown in Exhibit B-2.

12.5 Condition Precedent to Utility's Obligation to Perform. Utility is not required to perform, or continue performing, its obligations under this Agreement until after it has received the required payments and Security due per this Agreement. Even if Utility has performed or performs one or more of its obligations under this Agreement, Utility may stop performing (without liability to Applicant) and is not required to continue performing until after it receives the required payments and Security from Applicant.

12.6 Performance of True-Ups.

(A) Allowance True-Up. Utility will perform an Allowance True-up in accordance with Rule 9, Sections A.31.c, A.32 and B.2.g.

1. Substation and HVD Allowances will be trued-up according to the True-up timeline in Rule 9, Section A.31.e and annually thereafter at the request of Applicant or Utility.

2. Applicant may request a subsequent Allowance True-up every twelve (12) months until the Rule 9 Agreement terminates. The Allowance True-up Support and Refunds/Invoices shall be provided within four (4) months of the Applicant's or Utility's request.

(B) Total Cost True-Up. Utility will perform a Total Cost True-up in accordance with Rule 9, Sections A.31.b, A.31.c and A.32.

(C) Refund or Invoice after Accounting Adjustments. After Utility performs the Allowance True-up and Total Cost True-up, Utility will either invoice Applicant or provide a Refund to Applicant in accordance with this Agreement.

(D) Total Cost True-Ups. If there are Total Costs that will not be finalized or known until after the 12-month True-up period, including but not limited to third-party vendor invoices and Total Costs for obtaining rights of way, Utility will list those Total Cost items as part of the Total Cost True-up and provide an estimate of those costs based on the information available to Utility at the time. Utility will Invoice or Refund Applicant separately as Total Costs are received.

12.7 Post Construction HVD Tests. In accordance with Rule 9, Section B.2.e, twelve (12) months after the HVD is Construction Complete, Utility will recalculate the HVD Tests using updated capacity and load information, as Utility deems appropriate. Based on the results, Utility shall apply any updates as part of the True-ups.

12.8 Payment Arrangement; Invoicing.

(A) Payment Arrangement. In accordance with Rule 9, Section A.26, Applicant has requested, and Utility has agreed to an alternative payment arrangement for payment of required Advances.

(B) Invoicing and Applicant's Obligation to Pay Invoices. After receiving the Initial Payment and in accordance with Rule 9, Section A.26, Utility will invoice Applicant in accordance with the payment schedule attached as Exhibit B-2 and may periodically, but not more than once per calendar quarter, invoice Applicant for its Total Cost obligations and associated Tax Gross-up under this Agreement. Applicant must pay all invoices, even if

Utility sends Applicant an invoice after Utility performed a Total Cost True-up and even if Utility provided a refund or returned an overpayment.

(C) Deadline to Pay Invoice. Except for the invoice for the Initial Payment, Applicant must pay Utility's invoices within thirty (30) days of receipt. If mailed, Utility's invoices are deemed received by Applicant three (3) days after the invoice date. When making a payment, Applicant must follow the instructions on the particular invoice. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project and/or not provide Service to the Development until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Project or delay the In-Service Date(s).

(D) Disputing an Invoice. If Applicant disputes all or part of an invoice, Applicant must pay the invoice, including any disputed part, when due.

(E) Suspending Performance Because of Non-Payment. If Applicant does not pay an invoice within thirty (30) days after receiving it, Utility (without liability to Applicant) may suspend performance of its obligations.

(F) Updating Certain Exhibits; Impact on Total Cost Obligations. Utility may unilaterally update the Estimated Cost identified in, Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4 and must provide Applicant with a copy of the particular revised exhibit. The Parties agree that, notwithstanding Section 20.10, these revisions will not require Applicant's signature for them to be incorporated into and amend this Agreement and have binding effect. Applicant acknowledges that changes to these exhibits will affect Applicant's Total Cost obligations and could increase the Total Costs and associated Tax Gross-up.

12.9 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

12.10 Security.

(A) Obligation to Provide Security. Applicant may be required to provide Utility with an irrevocable letter(s) of credit ("**LOC**") from a federally secured financial institution, rated "A-" or higher by Standard & Poor's or Moody's ("**Financial Institution Requirements**"), in a form acceptable to Utility, or a corporate parent guarantee in a form acceptable to Utility, or a cash deposit ("**Security**").

1. Applicant must provide a draft form of the Security Applicant proposes to use to Utility with a minimum of thirty (30) days prior to being due as shown in Exhibit B-2 and Exhibit G for Utility to

review and approve.

(B) Security for the UOF. If required, Applicant must provide Utility with Security for (i) Utility's portion of the Project cost plus the applicable Tax Gross-Up on that cost and (ii) Applicant's obligation to pay a balance due resulting from True-ups and/or RSTC or any other amount due under this Agreement. Applicant must deliver to Utility the Security in the amount designated by Utility in Exhibit B-1 on the date designated in Exhibit B-2.

(C) Replacement Security. After Utility performs the True-ups and/or the risk reassessment identified in Section 12.11 (if any), Utility will determine, in its discretion, the amount of the Security based on the then-present value of the revenue requirements associated with the Utility investment(s) (including but not limited to Tax Gross-up and cost of capital considerations). Utility will then provide written notice to Applicant that Applicant must provide Utility with a new Security ("**Replacement Security**") or cash deposit, that the current Security or cash deposit is adequate, or that Security or cash deposit is not required at that time. Within ten (10) days of the date on the notice, Applicant must deliver to Utility a new Security per Section 12.10(A) in the amount identified in the notice. After Utility receives the approved Security or notifies Applicant that Security is not required at that time, Utility will return to Applicant the original Security.

(D) Utility's Right to Draw on the Security. Utility has the right to draw on the Security to reimburse Utility for its costs associated with this Agreement if Utility does not receive an amount due to Utility in accordance with and under this Agreement.

(E) Utility's Right to Draw on the Security for the Project. Utility may draw on Security for the Project if (i) Utility has not received approval from the Commission in the general rate case in which Utility requests authorization to include the amount of the Utility's investment into the Project in to rate base and/or, (ii) the Development fails to take Permanent Service consistent with Applicant's EFBPL, as shown in Exhibit B-6, within one year after the In-Service Date, , from Utility through the Project (except to the extent of any delay caused by Utility). Utility will request authorization to recover the Utility investment in the Project in the first Utility general rate case for which Construction Complete occurs within the test year or the certification period and will use Commercially Reasonable Efforts to secure recovery of that Utility investment in that general rate case.

(F) Utility's Right to Draw on the Security for Changes in Financial Institution Requirements. Utility may draw on the Security if the financial institution issuing the Security does not meet, or no longer meets, the Financial Institution Requirements pursuant to Section 12.10(A).

(G) Utility's Right to Draw on the Security for Failure to Provide Replacement

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Security. Utility may draw on the Security if Applicant fails to provide any new Security pursuant to Section 12.10(C).

(H) Maintaining the Security. The Security must remain in place until the earlier of (i) Applicant delivering a new Security to Utility in accordance with Section 12.10(C) above, or (ii) Utility receiving, as determined by Utility in its discretion, the then-present value of the remaining revenue requirements associated with the Utility investments(s) (including, but not limited to, Tax Gross-up and cost of capital considerations) in connection with this Agreement.

Notwithstanding the foregoing, if this Agreement terminates, Applicant must keep the Security most recently delivered to Utility in connection with this Agreement in place until after Applicant pays Utility all Total Costs associated with this Agreement and associated Tax Gross-up, whether incurred before or after default, expiration or termination, and Applicant pays Utility all Total Costs that result from termination. The obligations in this Section 12.10(H) are subject to the provisions of Section 12.10(A) and Section 12.10(B).

(I) Release of the Security to Applicant. Utility will release or reduce the Security to Applicant when the Project has reached Construction Complete, Applicant takes Permanent Service, and the Utility receives approval from the Commission in a general rate case in which the Utility requests authorization to add the cost of the UOF to rate base. The release or reduction will account for Applicant's obligation(s) to pay a balance due or provide Security for resulting from True-ups or RSTC when any balance due from True-ups is paid and when all obligations for the RSTC are fulfilled under this Agreement.

(J) Delayed In-Service Date. Any delay in delivering to Utility the Security or a Replacement Security might delay the In-Service Date.

12.11 Reassessment of Applicant Risk Profile. In accordance with Rule 9, Section A.23.a.3, Utility may upon its own initiative perform a reassessment of Applicant's Risk Profile and increase or reduce Security requirements to reflect changes in circumstances during the term of the Agreement to secure Utility's total Project investment and to ensure Applicant's payment of any balance due resulting from RSTC.

12.12 Audited Financial Statements. Within ten (10) business days of Utility's written request, Applicant must provide financial statements that have been audited within the last twelve (12) months. If Applicant fails to provide this information by the end of that 10-business-day period, its classification with the Utility will default to high credit risk and will result in Utility rescinding all unsecured credit Utility provided Applicant and Utility may invoice Applicant for any credit provided.

Article 13 Term and Termination

13.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of ten (10) years unless terminated earlier under this Agreement.

13.2 Termination of Project by Applicant or Mutual Agreement. Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice unless Applicant identifies a later date in its written notice to Utility. If the Parties mutually agree to terminate the Project, the Parties will document that in writing and specify the date this Agreement terminates.

13.3 Termination of Project by Utility. Utility may terminate the Agreement in accordance with Rule 9, Section A.27.c or if Applicant otherwise breached any term or condition of the Agreement and Applicant thereafter fails to cure the breach to Utility's satisfaction and within the requisite timeframe as provided for in the Agreement (or if no timeframe is provided, then within sixty (60) days). If Utility terminates the Agreement, this Agreement will terminate thirty (30) days after Utility provides Applicant with written confirmation that Utility met and conferred with Applicant or made Commercially Reasonable Efforts to do so.

13.4 Surviving Obligations. Any default or termination of this Agreement or excuse of performance for a Force Majeure Event or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Obligations under Article 1, Section 1.5 (Change in Development's EFBPL), Article 1, Section 1.6 (Customer Specific Facilities Charge), Article 1, Section 1.7 (Other Services Provided by Utility) Article 2, Section 2.3(B) (Non-Interference with Utility's Construction and Operations), Article 3 (Property Rights), Article 4 (Identification and Resolution of Conflicts; Costs Associated with Conflicts), Article 5 (Acquisition and Support of Permits), Article 11, Section 11.1 (Load Forecast), Article 11, Section 11.5 (Reduction of Service or Termination Charges; Security), Article 11, Section 11.6 (Information Provided by and Needed from Applicant), Article 12, Section 12.6 (B) (Total Cost True-Up), Article 12, Section 12.6 (C) (Refund or Invoice after Accounting Adjustments), Article 12, Section 12.6 (D) (Total Cost True-Ups), Article 12, Section 12.8 (Payment Arrangement; Invoicing), Article 12, Section 12.9 (Interest), Article 12, Section 12.10 (Security), Article 12, Section 12.11 (Reassessment of Risk), Article 12, Section 12.12 (Audited Financial Statements), Article 16, Section 16.3 (Hazardous Materials), Article 17 (Insurance and Indemnification), Article 18 (Confidentiality), Article 20, Section 20.1 (Notices), Article 20, Section 20.2 (Utility's Tariff Schedules; Commission), Article 20, Section 20.5 (Limitation of Damages), Article 20, Section 20.6 (Choice of Law and Venue), and Article 20, Section 20.19 (Jury Trial Waiver); and

(B) Paying the Total Costs and associated Tax Gross-up, whether incurred before or after excuse of performance or a Party's default or termination and paying all Total Costs and associated Tax Gross-up that result from excuse of performance, termination, or Applicant's default.

13.5 Taking Reasonable Actions to Mitigate Total Costs. At Applicant's Total Cost, the Parties must take all reasonable actions to minimize the Total Costs associated with Agreement termination. These actions may include, but are not limited to, such things as stopping some or all Project work, completing the Project, cancelling material orders, stopping acquisition of Property Rights, completing the acquisition of Property Rights, and dismissing condemnation lawsuits, if any. An action is not reasonable if it inhibits, prevents, or otherwise negatively impacts Utility's ability to provide electric service to its customers – as determined by Utility in its discretion. Utility will perform a Total Cost True-up pursuant to Section 12.6.

13.6 Continuation of Project. Utility may, at Utility's sole discretion, elect to continue with the UOF installation, including acquisition of the required Property Rights and Site, completing the Improvements and other necessary work to complete the Project as needed to provide Service to other customers. The Parties will reasonably work together to allow the work to be completed as necessary.

Article 14 Default

14.1 Procedure. If a Party fails to comply with the terms and conditions of this Agreement ("**Defaulting Party**"), within ten (10) days of receiving written notice of such failure from the other Party ("**Non-Defaulting Party**"), the Defaulting Party and Non-Defaulting Party must meet and cooperate in good faith to expedite a solution of the breach. If no solution is reached and the failure continues for thirty (30) days after the meeting between the Defaulting Party and Non-Defaulting Party (or after this meeting was scheduled to occur), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date that is dependent on Applicant's or a third-party's performance is not an event of default.

Article 15 Force Majeure

15.1 Notice of Force Majeure Event. If a Force Majeure Event occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the Force Majeure Event. This notice must include a description, cause, and estimated duration of the Force Majeure Event. Regardless of the cause, Applicant's failure, or inability to pay some or all of the Total Costs is not a Force Majeure Event.

15.2 Duty to Mitigate Effects of Delay. The affected Party must exercise Commercially Reasonable Efforts to shorten, avoid, and mitigate the effects of the Force Majeure Event.

15.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure Event has ended and when performance will resume.

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15.4 Liability; Termination Option. Subject to Rule 9, neither Party is liable to the other Party for Total Costs incurred as a result of any delay or failure to perform as a result of a Force Majeure Event. In accordance with Rule 9, Section A.27.c.4 and with prior written notice to Applicant, Utility may terminate the Agreement without liability to Applicant provided Utility, in consultation with Applicant, first determines the Force Majeure Event renders Project performance impossible or impractical.

Article 16 Hazardous Materials

16.1 Work Suspension; Notifying Applicant. Upon discovery of a Hazardous Material or otherwise contaminated soil, water or environment at the work site, Utility will stop work and immediately notify Applicant's Contact of the unacceptable site condition ("**USC**").

16.2 Notifying Governmental Authority. When required by Law as determined by Utility, Utility will notify the appropriate governmental authority(ies), such as but not limited to the Nevada Division of Environmental Protection, (collectively, "**NDEP**") of the USC.

16.3 Remediation or Termination. At its option, Applicant may either remediate the USC at its total cost or terminate the Agreement. Within fifteen (15) business days after the date identified on Utility's Section 16.3 notice, Applicant must provide Utility with written notice of its decision to remediate or terminate ("**Section 16.3 Notice**"). If Applicant does not provide Utility with this notice in a timely manner, then Utility (without liability to Applicant) may terminate the Agreement. Even if Applicant or Utility terminates this Agreement, Applicant is responsible for paying all total costs and expenses associated with the discovery of a USC and any required remediation so that Utility does not bear any total costs and expenses in connection with the foregoing.

16.4 Remediation Requirements. If Applicant decides to remediate the USC, Applicant must remediate the USC in accordance with Subsection (A) or Subsection (B), as applicable.

(A) Remediation When NDEP Involvement Is Required. Within twenty-one (21) days after providing Utility with Section 16.3 Notice, Applicant must develop a corrective action plan ("**Corrective Action Plan**"), submit the Corrective Action Plan to the NDEP, and provide a copy of the Corrective Action Plan to Utility. After receiving written approval of the Corrective Action Plan from the NDEP, Applicant must complete remediation the earlier of (i) the date specified in the Corrective Action Plan or (ii) within sixty (60) days of the date specified on that written approval from the NDEP. Promptly after completing remediation of the USC, Applicant must notify Utility in writing that Applicant believes remediation is complete. Applicant's obligation to remediate the USC is not complete until after Applicant obtains a "no further action letter," "closure letter" or similar letter from the NDEP.

(B) Remediation When NDEP Involvement Is Not Required. With respect to the USC that Utility has identified in its notice to Applicant under Section 16.1 but that does not require notification to NDEP as determined by Utility and within twenty-one (21) days after providing Utility with Section 16.3 Notice, Applicant must develop a remediation plan ("**Remediation Plan**") and provide a copy of the Remediation Plan to Utility for review and concurrence. Applicant must complete remediation of the USC within sixty (60) days of developing the Remediation Plan. If the remediation work cannot be completed within the 60-day period and Applicant is using Commercially Reasonable Efforts to accomplish the remediation, the period for performing the remediation work will be extended until remediation is completed. But remediation must be completed within six (6) months of the date identified on the Section 16.3 Notice. Promptly after completing remediation, Applicant must notify Utility in writing that Applicant believes remediation is complete. Applicant's obligation to remediate the USC is not complete until after Applicant obtains a "no further action letter," "no further requirement letter" or similar correspondence from a State of Nevada Certified Environmental Manager, who is approved by Utility.

Article 17 Insurance and Indemnification

17.1 Insurance. Applicant must procure and maintain in effect and provide and cause its contractors and subcontractors who are performing work in the Work Area (defined below) to procure and maintain in effect, the insurance coverages set forth in Exhibit E until after Applicant and its contractors and subcontractors have completed their work in the Work Area. The "Work Area" means all areas within three hundred (300) feet of the Electric System and within three hundred (300) feet of where the UOF will be located. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.

17.2 Utility Indemnity. Applicant agrees to indemnify Utility, its directors, officers, employees, and contractors against and from any claim, loss, cost, suit, judgment, damage, and expense, including attorneys' fees, that arise from or are related to (i) Applicant's breach of any representation, warranty, or undertaking under the Agreement; (ii) the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement; (iii) the discovery of a USC in the course of Utility's scope of work, provided such USC was not caused by Utility; or (iv) bodily injury to or death of any person (including any employee of Utility) or damage to or loss of use of property resulting from the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement (collectively, "**Utility Indemnity Claim**"). At Applicant's expense, Utility has sole authority to direct and control its defense and all settlement and compromise negotiations regarding a Utility Indemnity Claim. Applicant must pay all reasonable attorneys' fees and costs that Utility incurs or is subject to as a result of an Indemnity Claim. This indemnity will not apply to the

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extent caused by the gross negligence or willful misconduct of Utility. For purposes of Utility's enforcement of this indemnity only, Applicant expressly waives all immunity given to Applicant under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Applicant's indemnification obligations under this "Indemnity" Section.

17.3 Applicant Indemnity. Subject to Utility's electric tariff rules, Utility agrees to indemnify Applicant, its directors, officers, employees, and contractors against and from any claim, loss, cost, suit, judgment, damage, and expense, including reasonable attorneys' fees, that arise from or are related to (i) Utility's breach of any representation, warranty, or undertaking under the Agreement; (ii) the acts or omissions of Utility, or its employees, agents, contractors or subcontractors, in connection with this Agreement; or (iii) bodily injury to or death of any person (including any employee of Applicant) or damage to or loss of use of property resulting from the acts or omissions of Utility, or its employees, agents, contractors or subcontractors, in connection with this Agreement (collectively, an "**Applicant Indemnity Claim**"). At Utility's expense, Applicant has sole authority to direct and control its defense and all settlement and compromise negotiations regarding an Applicant Indemnity Claim. Utility must pay all reasonable attorneys' fees and costs that Applicant incurs or is subject to as a result of an Applicant Indemnity Claim. This indemnity will not apply to the extent of any gross negligence or willful misconduct on the part of Applicant. For purposes of Applicant's enforcement of this indemnity only, Utility expressly waives all immunity given to Utility under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Utility's indemnification obligations under this "Applicant Indemnity" Section.

Article 18 Confidentiality

18.1 Exchanging Information. Either party (the "**Disclosing Party**") might provide the other party (the "**Receiving Party**") with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, this Agreement and any of its terms and conditions, including the exhibits as they may change over time, oral information, documents, supplier information, files, drawings, and data, might be confidential.

18.2 Labeling Information Confidential. If a Disclosing Party wants information to be treated as confidential, the Disclosing Party must label the written information as "CONFIDENTIAL" or inform the Receiving Party that non-written information requires confidential treatment ("**Confidential Information**").

18.3 Protection of Confidential Information.

(A) Receiving Party's Obligation to Keep Information Strictly Confidential and Not Disclose It. The Receiving Party must keep the Confidential information strictly confidential and in a secure location. Receiving Party must also keep any discussion regarding Confidential Information strictly confidential. Receiving Party must not disclose any Confidential information or a discussion regarding Confidential Information to any Person except as expressly provided in this "Confidentiality" Section or as otherwise approved in writing in advance by the Disclosing Party.

(B) Additional Protection of Information. If the Disclosing Party has failed to label or advise Receiving Party that certain information requires protection, the restrictions, and limitations in this "Confidentiality" Section will also apply to the receipt of non-public information that the Receiving Party should reasonably recognize as being confidential. Receiving Party will not be in breach of its obligations under this "Confidentiality" Section if it reasonably fails to recognize as confidential any information Disclosing Party failed to label, or advise Receiving Party is confidential.

(C) Transmitting Information. If Receiving Party transmits any Confidential Information electronically or discusses the Confidential Information in an email, it must identify that the information is confidential.

18.4 Return or Destruction of Confidential Information. Upon Disclosing Party's request, Receiving Party must promptly either return to Disclosing Party, or certify the destruction of, all Confidential Information that Receiving Party received, together with all copies, excerpts, notes, and documents derived or generated from the Confidential Information. Notwithstanding the foregoing, the Receiving Party and the Receiving Party's Other Parties (i) will not be required to delete or alter backup copies of computer files created in the ordinary course of business, although if such copies are restored from backup files after the Disclosing Party has requested their return or deletion, such restored files will be promptly deleted to the extent required in accordance with this Agreement.

18.5 Sharing Confidential Information. Receiving Party may disclose Confidential Information to its Affiliates, attorneys, consultants, contractors, and subcontractors (individually, "**Other Party**" and collectively, "**Other Parties**"); provided, however, that (i) Disclosing Party approves disclosure to the Other Party in writing in advance and (ii) the Receiving Party agrees to be responsible for any breaches of this "Confidentiality" Section. Disclosing Party reserves the right to refuse to approve or agree to the disclosure of Confidential Information to any Person.

18.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this "Confidentiality" Section, if Receiving Party is requested by a third party or might be legally compelled to disclose any Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, to the extent it is legally permissible it must provide Disclosing Party with prompt written notice after Receiving Party learns that a disclosure is requested or may be compelled, so that Disclosing Party may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Receiving Party will furnish only that portion of the

Confidential Information that Receiving Party is legally required to disclose. Receiving Party will use Commercially Reasonable Efforts to cooperate with Disclosing Party's counsel, at Disclosing Party's Total Cost, if Disclosing Party seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded with Confidential Information.

18.7 Rights and Limitations. Disclosing Party does not grant any right or license, by implication or otherwise, to Receiving Party as a result of Disclosing Party's disclosure or discussion of Confidential Information. Disclosing Party makes no representation or warranties regarding the accuracy or completeness of this information. Receiving Party expressly recognizes that this information is provided "AS IS, with all faults" and Disclosing Party makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

Article 19 Representations

19.1 Utility's Standing in Nevada. Utility represents that, as of the date of this Agreement, it is duly organized, validly existing and in good standing under the laws of the State of Nevada with the valid corporate power to enter into and perform all of its obligations under this Agreement.

19.2 Applicant's Standing in Nevada. Applicant represents that, as of the date of this Agreement, it (i) is duly organized, validly existing and in good standing under the laws of the State of Nevada, (ii) is registered as a foreign corporation (if applicable), (iii) is licensed to do business in the State of Nevada, and (iv) has valid corporate or governmental power to enter into and perform all of its obligations under this Agreement.

19.3 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

Article 20 Additional Provisions

20.1 Notices.

(A) Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under this Agreement must be (i) in writing, (ii) delivered personally, sent by electronic mail, sent by certified mail (postage prepaid, return receipt requested) or sent by a nationally recognized courier, (iii) reference this Agreement number, and (iv) be addressed to the Party's Contact as identified in Exhibit A.

(B) Contacts for Notices Under Article 1, Article 7, and Article 8. Notices and other communications required under Article 1, Article 7 or Article 8 of this

Agreement shall be delivered by electronic mail to the following:

To NV Energy: The Project Manager, identified in Exhibit A.

To Applicant: The Project Manager as identified in Exhibit A.

(C) Notice to a Party's Legal Department. For any notice given by a Party to the other Party under Article 11, Article 14, Article 15, Article 17, Article 19 or Rule 9, Section A.28, the Party must also send a copy to the other Party's Legal Department at the following:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
Email Address: Colin.Harlow@nvenergy.com
With a copy to: Kimberley.Reid@nvenergy.com

Applicant Name
Applicant Address
Applicant Email Address

(D) Receipt of Notice; Change of Information. Each notice, consent, request, or other communication required or permitted under this Agreement will be deemed to have been received by the Party to whom it was addressed (i) when it is delivered if it is delivered personally; (ii) on the third business day after it is mailed if it is mailed by certified mail; or (iii) on the date the courier officially records it as having been delivered if it is delivered by a courier (iv) on the date the Party sends the electronic mail. Each Party may change its contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

20.2 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties and supersede any portion of this Agreement should a conflict arise. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified. Notwithstanding Section 20.10, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

20.3 Integration. This Agreement, together with all other written contracts executed with the same formality as this instrument directly in connection with the Project such as the ESA, represent the entire and integrated agreement between Utility and Applicant and supersede all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of this Agreement.

20.4 Assignment. Applicant may not assign this Agreement or any rights under it without Utility's prior written consent, which Utility will not unreasonably withhold, and any attempted assignment without such consent will be void. However, no assignment is effective until after (i) the assignee agrees in a writing acceptable to Utility to assume all obligations and liabilities under this Agreement, whether arising before or after the assignment, and (ii) all other requirements in Rule 9, Section A.19 are complied with, including but not limited to Applicant agreeing (in Utility's discretion and in a writing acceptable to Utility) to continuing liability in connection with obligations identified by Utility.

20.5 Limitation of Damages. Notwithstanding anything to the contrary, neither Party is liable to the other Party for any consequential, indirect, exemplary, or incidental damages, including, but not limited to, damages based upon delay, lost revenues, or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

20.6 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark /Washoe County, Nevada, or the federal district court with jurisdiction over Clark /Washoe County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.

20.7 No Waiver. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other 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 this Agreement, or the right of any Party to enforce each and every provision. Nothing in this Agreement is to be construed as affecting or limiting Utility's right to ask the Commission for a change in rates or charges for Service or for any other relief applicable to its rate schedules or any successor rate schedules.

20.8 Independent Contractor. Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor, or employee of the other by reason of this Agreement. Nothing in this Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.

20.9 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party are not to be employed or used in any interpretation of this Agreement.

20.10 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

20.11 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as a Party's contractors, 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.

20.12 Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.

20.13 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 attached to this Agreement are incorporated into this Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural, the plural includes the singular, and the neuter includes feminine and masculine.

20.14 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is subject to applicable standards of custom or reasonableness.

20.15 Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the portion or provision held to be void. The Parties further agree to amend the 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.

20.16 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally drawn signature.

20.17 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday, or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday, or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

20.18 Dispute Resolution. If not otherwise provided for in the Agreement, and consistent with Rule 9, A.28, within ten (10) business days of a written request by either Applicant or Utility notifying the other party of an issue in Dispute over this Agreement, both parties shall meet and confer in good faith in an effort to resolve the Dispute. If the Parties are unable to resolve the Dispute after meeting and conferring, they will submit the matter to the Commission as to issues over which the Commission has original jurisdiction. For issues in Dispute that the Commission does not have original jurisdiction, either Party may seek relief in the courts of the Second Judicial District Courts of Nevada.

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

20.20 No Guarantee of Energy Supply or Generation Capacity. NOTHWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS AGREEMENT OBLIGATES THE UTILITY TO SUPPLY ENERGY AND GENERATION CAPACITY TO THE DEVELOPMENT. THE APPLICANT ACKNOWLEDGES THAT IT MUST ENTER INTO A SEPARATE SERVICE AGREEMENT WITH THE UTILITY ESTABLISHING THE UTILITY'S OBLIGATIONS TO, AND THE TERMS AND CONDITIONS PURUSUANT TO WHICH THE UTILITY WILL, PROVIDE ENERGY AND GENERATION CAPACITY SUFFICIENT TO MEET THE NEEDS OF THE DEVELOPMENT. THE APPLICANT FURTHER ACKNOWLEDGES THAT THIS AGREEMENT ONLY OBLIGATES THE UTILITY TO DESIGN AND CONSTRUCT THE DISTRIBUTION AND OR TRANSMISSION FACILITIES NECESSARY TO DELIVER ENERGY TO THE DEVELOPMENT.

Article 21 Definitions

21.1 Terms Defined in Rule 1. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Abnormal Risk; Commission; Customer; Distribution-only Service; Line Extension; Person; Reduction of Service; Service; Standards; Termination of Service.

21.2 Terms Defined in Rule 9. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Advance Subject to Potential Refund; Affiliate; Allowance; Allowance True-up; Commercially Reasonable Efforts; Construction Complete; Contingent Facilities; Estimated Full Build-out Project Load ("**EFBPL**"); Final Total Costs; High Voltage Distribution ("**HVD**"); Maximum Allowance; Minimum Requirements; Project; Property Rights; Proportionate Share Allocation; Proportionate Share Refund; Reduction of

Service or Termination Charges ("**RSTC**"); Refund; Risk Profile; Security Requirements; Tax Gross-up; Tests; Total Costs; Total Cost True-up; Up-front Allowance.

21.3 Additional Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:

(A) Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.

(B) Applicant-Owned Facilities ("**AOF**"): All facilities and equipment designed, procured, constructed, maintained, and owned by Applicant as shown generally in the One-line and further detailed in Transmission Load Study, including any modifications, additions or upgrades to such facilities and equipment.

(C) Civil Improvement Plans: Civil design drawings and technical specifications that are produced by Applicant for the Improvements.

(D) Contact: The individual appointed by each Party to serve as the single point of contact for all issues relating to the Agreement, as identified in Exhibit A.

(E) Design: The UOF Design.

(F) Development: Applicant's project to which Applicant has requested that Utility provide Service through the Electric System, including the UOF being designed and installed in connection with this Agreement.

(G) Dispute: any claim, dispute, controversy, or other matter arising out of or related to the validity, scope, making, interpretation, enforceability, performance, breach of, or relating in any way to this Agreement or the relationship between the Parties created by this Agreement or the subject matter of this Agreement, including but not limited to the authority or capacity of any signatory to this Agreement.

(H) Effective Date: The date this Agreement is last signed below.

(I) Electric System: Utility's underground and/or above-ground communication facilities and electric systems for the distribution and transmission of electricity.

(J) Force Majeure Event: An event or condition that is beyond the affected Party's control, occurs without the fault or negligence of the affected Party and renders Project performance impossible or impractical. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.

(K) Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

(L) Hazardous Material: Any product, substance, chemical, material or waste whose presence, nature, quantity or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials is either: (i) potentially injurious to the public health, safety or welfare, or the environment; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability to any governmental agency or third party under any applicable Permit or Law.

(M) In-Service Date: The date on which the UOF are operational, having passed all required testing as part of Utility's Electric System, as determined by Utility in its discretion.

(N) Law: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.

(O) One-line: Drawings showing the modifications to Utility's Electric System that generally identify the UOF, and Applicant-Owned Facilities. The One-line approved by the Parties is attached to this Agreement as Exhibit C-1.

(P) Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.

(Q) Preliminary Layout: The preliminary site plan and/or layout for Utility-Owned Facilities, as identified in Exhibit C-2.

(R) Project Manager: The authorized representative of Utility or Applicant for purposes of this Agreement, as identified in Exhibit A.

(S) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

(T) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

(U) Service Agreement: An agreement, or combination of agreements, whereby Applicant is bound to taking retail bundled or unbundled electric service or electric supply from Utility. Such agreement(s) may include transmission service agreement, general service agreement under the otherwise applicable rate schedule, or other supply service agreement available under Utility's Tariffs, some of which may require Commission approval.

(V) Service Option Deadline: The date that is four (4) months after the Effective Date of this Agreement, on which date Applicant must either (i) have entered into a written Service Agreement with Utility for the life of this Agreement and/or (ii) have demonstrated, to Utility's satisfaction, the ability to provide the energy supply for the EFBPL to the delivery point specified in this Agreement.

(W) Site: The real property, if required for Project, where Applicant may make certain improvements to enable Utility to install certain UOF.

(X) Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric Customers, as those rates, charges, and rules are amended from time to time.

(Y) UOF Design: The design Utility prepares for the UOF in connection with this Agreement.

(Z) Utility Facilities: The Utility-Owned Facilities.

(AA) Utility-Owned Facilities ("**UOF**"): All facilities and equipment designed, procured and/or constructed by Utility that will be maintained and owned by Utility as shown generally in the One-line and further detailed in the UOF Design, including any modifications, additions or upgrades to such facilities and equipment.

[signature page follows]

UTILITY:

Sierra Pacific/Nevada Power Company d/b/a NV Energy

Signature:__________________________________

Name: _____________________________________

Title: ______________________________________

Date: ______________________________________

APPLICANT:

Applicant Name

Signature: __________________________________

Name: _____________________________________

Title: ______________________________________

Date: ______________________________________

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Exhibit A
Contact Information

Utility (Sierra Pacific/ Nevada Power Company d/b/a NV Energy)	
Address	
Mailing Address	
Contact	
Cellular Telephone	
Email	

Applicant ( )	
Address	
Mailing Address	
Contact	
Cellular Telephone	
Email	

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Exhibit B-1
Estimated Cost

[Attached Separately]

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Exhibit B-2
Payment Schedule

[Attached Separately]

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Exhibit B-3
Allowance Worksheet

[Attached Separately]

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Exhibit B-4
Customer Specific Facilities Charge

[Attached Separately]

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Exhibit B-5
Reduction of Service or Termination Charge

[Attached Separately]

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Exhibit B-6
Load Forecast

[Attached Separately]

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Exhibit C-1
One-line

[Attached Separately]

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Exhibit C-2

[RESERVED]

Preliminary Layout

[To be attached separately when complete]

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Exhibit D-1

[RESERVED]

Legal Description of Site

[To be attached separately when complete]

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Exhibit E
Insurance Coverages

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect and provide, and cause its contractors and subcontractors who are performing work in the Work Area to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations) until after they have completed their work in the Work Area:

   (A) Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's Liability insurance with the following limits: (i) one million dollars ($1,000,000.00) per each accident; (ii) one million dollars ($1,000,000.00) per each employee disease; and (iii) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Commercial general liability insurance providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than one million dollars ($1,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Automobile Liability Insurance. Commercial automobile liability insurance with a combined single limit of one million dollars ($1,000,000.00) for each person and one million dollars ($1,000,000.00) for each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a combined single limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to workers' compensation insurance, these limits must "follow-form" all terms and conditions excess of each of the above-mentioned underlying policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is "A" Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability and excess/umbrella liability insurance policies.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing severability of interest and cross

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liability coverage for general liability, automobile liability and the excess/umbrella liability insurance policies.

(E) Claims-Made Form. If the policy is maintained on a "claims-made" form and is converted to an "occurrence" form, the new policy will be endorsed to provide coverage back to a retroactive date acceptable to Utility.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.

5. Certificate of Insurance. Applicant must provide Utility with certificates of insurance, naming Utility as additional insured, evidencing the coverage required above including additional insured endorsement numbers before Applicant, its contractors or subcontractors commence any work in the Work Area. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

Exhibit F
Transmission Load Study

[Attached Separately]

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Exhibit G
Project Schedule

[Attached Separately]

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RULE 9, SECTION B.2

Commented [NVE1]: B.2 - if MPC is not included.

Revise to Rule 9, Section C if Master Planned Community

SUBSTATION AND HIGH VOLTAGE DISTRIBUTION AGREEMENT (LARGE PROJECT)

AGREEMENT NO. {insert number}

Between

{insert Sierra Pacific or Nevada} POWER COMPANY D/B/A

NV ENERGY

And

{insert Applicant's legal name}

{ADD NAMES IF ADDITIONAL APPLICANT(S)}

NVEnergy

Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

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[**NOTE**: If one or more of the above exhibits is removed in the body of the Agreement, remove from this page, make sure "[INTENTIONALLY OMITTED]" is used appropriately (e.g., definition, entire section, etc.) and remove the exhibit placeholder at the end of the Agreement]

NVEnergy

Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

This Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project) ("**Agreement**") is entered into by and between {insert Sierra Pacific or Nevada}Power Company, a Nevada corporation, d/b/a NV Energy ("**Utility**") and {insert Applicant's legal name}, a {insert state} {insert type of entity}, ("**Applicant**") (individually, a "**Party**" and, collectively, the "**Parties**"){insert additional Applicant names here if more than one} ({insert "Applicant" if one Applicant or insert collectively, "Applicants" if multiple} "**Applicant**" OR collectively, "**Applicant**").

RECITALS

(A) Utility owns and operates electric transmission and distribution facilities and provides electric service to the public in accordance with Tariff Schedules filed with and approved by the Commission.

(B) Applicant and Utility are parties to the {insert full contract name} dated {insert date}, contract number {insert number} ("**{insert MPC or appropriate acronym}**").

[**NOTE**: If there is an amendment to the initial contract, use the following and submit to Legal Department for review/approval of wording:]

Applicant and Utility are parties to the {insert full contract name} dated {insert date} and the {insert full name of amendment} dated {insert date} (collectively, "**{insert MPC or appropriate acronym}**").

(C) Applicant has projected a build-out schedule and electric load requirements for its Development/MPC. Applicant estimates that it will require a total of {insert number} megawatts ("**MW**") (at an assumed {insert number}% power factor) from the Electric System. Applicant requests that Utility provide Service to the Development/MPC based on Applicant's projected load requirements through High Voltage Distribution and the Substation. [**NOTE**: If there is no High Voltage Distribution Service associated with this agreement delete the green highlighted "High Voltage Distribution and the" from Recital C.]

(D) After performing the Tests in Rule 9, Section B.2.a.1, Utility determined that the Substation is required principally for the purpose of providing Service to the Development/MPC. [**NOTE**: If no Substation will be constructed for this project, used the HVD Agreement in place of this SHVD Agreement.]

(E) After performing the Tests in Rule 9, Section B.2.a.2, Utility determined that the High Voltage Distribution is required principally for the purpose of providing

Service to the Development/MPC. [**NOTE**: If no HVD facilities will be constructed for this project, delete this Recital (E).]

(F) Utility has determined that the Project is a Large Project. Utility has also determined that, under Rule 9, Section A.24, circumstances unique to the Development/MPC and the Project will subject Utility to Abnormal Risk. [**NOTE**: Remove this recital if Abnormal Risk does not apply. Must remove "(AR)" and "Abnormal Risk" and other Abnormal Risk language from the title, the header, the footers, and the text of the Agreement. Use "[INTENTIONALLY OMITTED]" where appropriate and modify section cross-references as necessary.]

(G) Applicant represents that the Transmission Load Study accurately identifies Applicant's current load requirements, and the facilities required to adequately accommodate those load requirements.

(H) Applicant acknowledges that it must pay and/or secure Reduction of Service or Termination Charges ("**RSTC**"), if any, in accordance with Rule 9, Section A.25 and this Agreement.

(I) Applicant has requested, after conducting and relying upon its own independent analysis, which it has determined to be most favorable to its needs, the Service described in Recital (C) and Applicant will take such Service for the Development/MPC pursuant to an executed written Service Agreement between Applicant and Utility. Applicant acknowledges that it must either (i) enter into a Service Agreement with the Utility for the life of this Agreement and/or (ii) must be able to demonstrate to Utility that Applicant has a viable, lawful, and timely means to provide the energy supply for the EFBPL to the delivery point by the Service Option Deadline by producing to Utility at a minimum the following: (i) a transmission service agreement and (ii) an energy supply agreement for firm service to the point of consumption for the EFBPL. Utility acknowledges Applicant has yet to select a service option and is not agreeing on a Service Agreement option pursuant to this Agreement. However, as provided herein, Utility may have no obligation to proceed under this Agreement (as set forth below) until Applicant and Utility have entered into a Service Agreement and/or demonstrated that ability to provide the full energy supply to the delivery point as contemplated herein.

(J) Applicant has requested, after conducting and relying upon its own independent analysis, which it has determined to be most favorable to its needs, to take Service for the Development under the {insert "GS-3 (Primary)" for SPPC or "LGS-3 (Primary)" for NPC} rate schedule. Applicant acknowledges that it may be required to enter into a Service Agreement pursuant to taking Service under such schedule. Accordingly, Applicant must:

(1) pay the Total Costs in accordance with Rule 9, Section A.3, Section A.11 and Rule 9, Section B.2, as further detailed on Exhibit B-1, which may change from time to time; and

(2) pay the Tax Gross-up, as further detailed on Exhibit B-1, in accordance with Rule 9, Section A.18 (as amended).

(K) After conducting and relying upon its own independent analysis, which it has determined to be most favorable to its needs, Applicant has determined that it wishes Utility to design, procure, construct, maintain and own the Substation (and any associated High Voltage Distribution) in connection with Service to the Development/MPC.

(L) Applicant acknowledges that it must pay a Customer Specific Facilities Charge for Utility to operate, maintain, modify, replace and finally remove Facilities and that, notwithstanding Section 19.10, the charge will be revised by the Commission in each Utility general rate case or similar ratemaking proceeding.

(M) Applicant acknowledges that, in order to receive Service from the Substation, the Development/MPC must be on a Premise.

(N) Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development/MPC and the Electric System and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In accordance with Rule 9 and in consideration of the above recitals, the mutual covenants and the terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

Article 1 Service to the Development/MPC

1.1 Identification of Facilities.

The MPC/Development/Project load study, which is based on information provided by Applicant, is attached hereto as Exhibit F ("**Transmission Load Study**"), and identifies those facilities required to adequately accommodate the Estimated Full Build-out Project Load ("**EFBPL**"), Contingent Facilities and certain facilities Applicant must install on its side of the Point of Delivery.

Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

The Transmission Load Study, however, does not reserve electrical capacity on Utility's Electric System for the MPC/Development.

Additional facilities might be required for Service to the MPC/Development that include the Contingent Facilities if not installed for a different project, or if the Transmission Load Study does not identify, including but not limited to additional substation facilities, communication facilities, High Voltage Distribution, and distribution facilities. [NOTE: For Southern Nevada, the Planning Memo/Transmission Load Study will typically be used as the Project Scoping Document.]

If Contingent Facilities become Applicant's responsibility under this Agreement, an amendment to this Agreement may be required to include, but is not limited to, requirements for the Site and Improvements to the extent required to provide Service to the MPC/Development.

1.2 Transmission Load Study Based on Minimum Requirements to Serve.

The Transmission Load Study is based on the Minimum Requirements to provide Service to the MPC/Development.

1.3 Estimated Power To Be Used by the MPC.

Based on information provided by Applicant, Applicant and Utility agree that the EFBPL is {insert number} MVA which is {insert number} MW at an assumed {insert number}% power factor. This requires Utility to modify and extend its existing Electric System to provide {insert number} MW of electrical capacity (at an assumed {insert number}% power factor). When performing an Allowance True-up or calculating any Proportionate Share Allocation, Utility will convert MW and/or kW to MVA or kVA.

1.4 Sources of Power to the Development/MPC.

The sources of power from the Electric System to the MPC/Development are subject to change, at Utility's discretion. Applicant understands that the Electric System configuration is dynamic and at the sole discretion of Utility and interruptions of Service to the MPC/Development, both on a scheduled and unscheduled basis, are inherent in the provision of Service to the MPC/Development.

(A) Applicant acknowledges that, after conducting and relying upon its own independent analysis (which it has determined to be most favorable to its needs), it has decided that the High Voltage Distribution and the Substation

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will be capable of providing all of the Service (including backup) to the MPC/Development, to the extent that Utility is able to do so. Applicant also acknowledges that the MPC/Development will not receive Service through any other Utility electric facilities. [NOTE: If there is no High Voltage Distribution Service associated with this agreement delete the green highlighted "High Voltage Distribution and the" above.]

1.5 Risk of Single-Source Failure

Applicant acknowledges that, after conducting and relying upon its own independent analysis (which it has determined to be most favorable to its needs), it has decided that the Substation will provide all of the Service to the MPC/Development. Applicant also acknowledges that the MPC/Development will not receive Service through any other Utility substation and, as a result, a single-source failure might occur which could result in an outage of undeterminable length to the MPC/Development. [**NOTE**: If the language in this section does not apply, delete and insert "[INTENTIONALLY OMITTED]". If backup also comes from the Substation, add this concept.]

1.6 Change in the MPC's/Development's EFBPL.

To the extent actual build-out load varies from the expected EFBPL, the Parties agree as follows:

[NOTE: The following provision is to be used if the SHVD Agreement is signed under a MPC. Delete if the SHVD Agreement is not signed under a MPC.]

(A) For purposes of this Section 1.6, any of the following circumstances shall be considered a change (“**Change**”):

(1) If the actual build-out load, or if Applicant's alteration to MPC load requirements, exceeds the EFBPL, as determined by Utility in accordance with Good Utility Practice.

(2) If the actual build-out load, or if Applicant's alteration to the MPC's load requirement, drop as follows:

(a) below twenty-five percent (25%) of the Load Forecast for the then-current time period during the initial thirty-six (36) months of taking Service; or

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Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

(b) below fifty percent (50%) of the Load Forecast for the then-current time period after the initial thirty-six (36) months of taking Service.

~~(b)~~ [redacted]

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(B) The Parties must meet within thirty (30) business days after Applicant provides Utility with written notice of a Change, or Utility determines (in its discretion) that a Change has occurred, to evaluate what impact the Change has, if any, on Utility's Electric System or the facilities required to provide Service to the MPC/Development and consequently on the MPC's/Development's actual Service requirements. Based on the Change, then-current EFBPL and then-current Load Forecast, the Parties agree to modify this Agreement and any Related Agreements affected by the Change so that they are satisfactory to Utility within thirty (30) business days of meeting or within thirty (30) business days of the Parties agreeing to amend this Agreement and any Related Agreements affected by the Change, whichever date is later. However, Utility reserves the right to determine that a new Rule 9 (as amended) contract is required because the Change cannot be addressed adequately or in a timely manner by amending this Agreement and the Related Agreements affected by the Change. Utility is under no obligation under this Agreement or otherwise to provide Service to the MPC/Development at more than {insert number of MW} MW at an assumed {insert number}% power factor until after the Parties sign the amendment(s) (or a new Rule 9 (as amended) contract) and Applicant pays the Total Costs associated with the Change. Applicant must not use or take more than {insert number of MW} MW at an assumed {insert number}% power factor from Utility's Electric System until after Utility's Electric System is modified in accordance with the amendment(s).]

[NOTE: The following provision is to be used in a stand-alone SHVD Agreement that is not signed under a MPC. Delete if the SHVD Agreement is signed under a MPC.]

Change in the Development's EFBPL.

(A) For purposes of this Section 1.6, any of the following circumstances shall be considered a change (**"Change"**):

1. If the Applicant's actual load served by Utility pursuant to and in accordance with the Service Agreement, or if Applicant's alteration

to the Development's load requirement (if permitted by the Service Agreement), exceeds the EFBPL, as determined by Utility in accordance with Good Utility Practice.

2. If the Applicant's actual load served by Utility pursuant to and in accordance with the Service Agreement, or if Applicant's alteration to the Development's load requirement (if permitted by the Service Agreement), drop as follows:

   a. below twenty-five percent (25%) of the Load Forecast for the then-current time period during the initial thirty-six (36) months of taking Service under the Service Agreement; or

   b. below fifty percent (50%) of the Load Forecast for the then-current time period after the initial thirty-six (36) months of taking Service under the Service Agreement; or

   c. below seventy-five percent (75%) of the Load Forecast for the then-current time period, after the initial sixty (60) months of taking Service under the Service Agreement; where the EFBPL is greater than or equal to 500 MW.

(B) The Parties must meet within thirty (30) business days after Applicant provides Utility with written notice of a Change, or Utility determines (in its discretion) that a Change has occurred, to evaluate what impact the Change has, if any, on Utility's Electric System or the facilities required to provide Service to the Development and consequently on the Development's actual Service requirements. Based on the Change, the Parties agree to amend this Agreement to the reasonable satisfaction of the Parties within thirty (30) business days of meeting or within thirty (30) business days of the Parties agreeing to amend this Agreement, whichever date is later. However, Utility reserves the right to reduce or increase (if applicable) the EFBPL or modify the Schedule if the Change cannot be addressed adequately or in a timely manner by amending this Agreement. [Utility is under no obligation under this Agreement or otherwise to provide Service to the Development until after the Parties sign that amendment and] Applicant shall pay to Utility the Total Costs associated with the Change, if any. Applicant must not use or take more than ____ MW, at an assumed ____% power factor, from Utility's Electric System until after Utility's Electric System is modified in accordance with that amendment.

(C) If this Agreement terminates and Applicant is not then in default, Utility will use Commercially Reasonable Efforts to make capacity available to the Development up to ____ MW at an assumed ____% Power Factor.

However, if Applicant is not using that capacity, Utility (in its discretion) may permanently reallocate the unused capacity to other Customers.

1.7 Providing Service to Applicant; Energy Supply.

(A) Notwithstanding anything to the contrary in this Agreement, any Service to the MPC/Development shall be provided by Utility pursuant to and in accordance with an executed, written Service Agreement between Applicant and Utility, applicable Laws, and the Tariff Schedules (and not this Agreement).

(B) Applicant shall not furnish or use electricity received from the Utility upon other Premises or to other end-use customers.

(C) Applicant will take High Voltage Distribution Service for the MPC/Development pursuant to a written Service Agreement establishing the Utility's obligations to supply energy and generation capacity to the MPC/Development, to be provided by Utility and executed by Applicant. Utility shall use good faith efforts to provide an initial draft of the Service Agreement within thirty (30) days of the Effective Date of this Agreement, but failure to do so shall not be a breach of this Agreement. Applicant acknowledges that within four (4) months of the receipt of the draft Service Agreement from Utility, Applicant must either (i) have entered into a written Service Agreement with Utility for the life of this Agreement; and/or (ii) have demonstrated, to Utility's satisfaction, that Applicant has a viable, lawful, and timely means to provide the energy supply for the EFBPL to the delivery point specified in this Agreement (the "**Service Option Deadline**") by producing to Utility at a minimum: (A) a transmission service agreement or other legally enforceable arrangement reasonably sufficient to ensure delivery to the point specified in this Agreement, to Utility's satisfaction, which shall not be unreasonably withheld, conditioned, or delayed; and (B) an energy supply agreement for firm service to the point of consumption, or such other lawful, timely, and enforceable arrangement that provides an equivalent assurance of firm supply, for the EFBPL, to Utility's satisfaction, which shall not be unreasonably withheld, conditioned, or delayed.

If Applicant fails to complete either option by the Service Option Deadline, Utility is not obligated to perform any further under this Agreement unless the Parties mutually agree, in writing, to extend the Service Option Deadline. The Term of this Agreement shall not be extended should Utility elect to suspend its performance and all terms and conditions of this Agreement and Rule 9 remain in force, unless otherwise permitted or required by applicable Law, regulation, or Commission order or directive. However, to the extent that within four (4) months of the receipt of the draft Service Agreement, the parties are engaged in good faith negotiations towards a Service Option, Utility shall not unreasonably withhold any extension request of Applicant to seek one additional four (4) month extension in which to finalize ongoing negotiations, if any. The Schedule may be adjusted appropriately, including the in-service date and other milestones, upon such extension of the Service Option Deadline.

1.8 Customer Specific Facilities Charge.

Applicant must pay a Customer Specific Facilities Charge (defined below) for Utility to operate, maintain, modify, replace, and finally remove the Utility-Owned Facilities, which Customer Specific Facilities Charge shall be reflected in the rate(s) charged to Applicant under the Service Agreement. After the Project is Construction Complete, Utility will add the initial CSFC identified in Exhibit B-4 to the periodic electric bill for the MPC/Development pursuant to and in accordance with the Service Agreement. Notwithstanding Section 20.10, the CSFC that Applicant must pay under the Service Agreement will be modified by Utility when it performs the true-ups described in Section 12.6 and from time to time as approved by the Commission in each Utility general rate case or similar ratemaking proceeding. After Utility or the Commission modifies the CSFC, Utility will send Applicant a courtesy notice that the CSFC has changed. Applicant acknowledges that some or all of the CSFC is based on estimated Total Costs or estimated expenses, that such estimates do not constitute errors or omissions and that Utility will not retroactively adjust billings that contained a CSFC to account for a modification to the CFSC. A "**Customer Specific Facilities Charge**" or "**CSFC**" means a Tariff-Schedule-based, ongoing payment that Utility places on Applicant's periodic electric utility bill (usually monthly) for the MPC/Development that enables Utility to recover its investment and ongoing operation, maintenance, modification, replacement, and removal expenses associated with the Utility-Owned Facilities.

1.9 Other Services Provided by Utility.

Applicant acknowledges that this Agreement only provides for the design and construction of the [Project] and does not provide for the energy or generation capacity necessary to serve the Applicant's MPC/Development. Utility makes no guarantees as to its ability to supply electric energy to the MPC/Development and nothing in this Agreement may be interpreted as a guarantee for the supply of electric energy by Utility to the MPC/Development. Utility may provide other services under separate agreement(s) to Applicant in accordance with the Tariff Schedules, Rule 9 (as amended) and Utility's procedures, and those other services are not within the scope of this Agreement. Nothing in this Agreement will be construed as affecting or limiting Utility's right to make application to the Commission for a change in rates, charges, or rules for electric service.

Article 2 Scope of Work; Coordination of Activities; Design

2.1 Utility's Scope of Work.

Utility will perform (or cause to be performed) the following in connection with this Agreement:

(A) Prepare the Design. [**NOTE**: Delete this if the Parties signed a DCA.]

(B) Perform engineering, survey, potholing, soil exploration, testing, and other work in connection with the transformer(s) for the first phase of the Substation.

(C) Procure and install the transformer(s) for the first phase of the Substation in accordance with the Design and One-line.

(D) Test and commission the transformer(s) for the first phase of the Substation.

(E) Research Property Rights and prepare Property Rights documents that Utility, in its discretion, determines are necessary in connection with the Project.

(F) Support Applicant in the acquisition of Permits and comply with all Permits required for the Project, including, but not limited to, those for dust control, grading, stormwater, special use, and those for construction, operation, and maintenance of the UOF.

(G) Perform survey work associated with the Property Rights that Utility, in its discretion, determines are necessary in connection with the Project.

(H) Test and commission the Substation.

(I) Perform engineering, survey, potholing, soil exploration, testing, and other work (that is not for the transformer(s) for the first phase of the Substation) in connection with the Project.

(J) Procure equipment and materials for the Project (other than those described in Section 2.1).

NVEnergy

Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

(K) Install the remainder of the Substation and install High Voltage Distribution – both in accordance with the Design and One-line – and perform construction work (that is not for the transformer(s) for the first phase of the Substation) in connection with the Project.

(L) Test and commission the remainder of the Substation and High Voltage Distribution.

(M) Perform other work Utility determines is necessary to complete the Project.

(N) Test and commission the transmission facilities for the Project.

Subject to applicable Law and Utility's Standards, Utility shall not be obligated to use a competitive solicitation process in the procurement of any services, equipment or materials with respect to, or otherwise performing (or causing to be performed), the foregoing, if Utility reasonably determines that one or more sole-source awards are reasonably required to maintain or accelerate the Schedule.

2.2 Applicant's Scope of Work.

Applicant will (at Applicant's expense) perform (or cause to be performed) the following in connection with this Agreement:

(A) Acquire Permits required for Improvements being constructed by Applicant.

(B) Acquire the land use Permit(s) for the Substation and High Voltage Distribution. [**NOTE**: Make this consistent with Section 2.2(C) and Article 5. Replace this section with [INTENTIONALLY OMITTED] if not applicable.]

(C) Install the Improvements in accordance with the requirements in this Agreement.

(D) Grant and convey (or cause to be granted and conveyed) the Site to Utility; the Parties will execute a Purchase Agreement, which terms will govern the conveyance of the Site to Utility ("**Purchase Agreement**").

(E) Acquire and comply with all Permits required for the Project, including but not limited to those for dust control, grading, stormwater, land use and/or highway crossing and those for construction, operation and maintenance of the Substation and High Voltage Distribution.

(F) Grant, convey and/or acquire and convey to Utility all Property Rights in accordance with Article 3; however, the deed for the Site and the escrow expenses to convey the Site to Utility are a Barebones Cost.

(G) Install the Improvements in accordance with the requirements in this Agreement.

(H) Perform the scope of work described in this Section 2.4 in accordance with the Schedule, which might change from time to time as necessary.

2.3 Non-Interference with Utility's Construction and Operation.

Applicant's construction and installation of the Improvements and/or its MPC/Development must not interfere with Utility's construction, operation and maintenance of the High Voltage Distribution, Substation or other facilities Utility is installing in connection with the Project. If Applicant's activities do interfere, Applicant must take all steps necessary (at Applicant's Total Cost) to stop the interference and remedy it so that Utility's construction, operation, and maintenance activities can continue without conflict. For example, if Applicant's activities interfere with Utility's ability to access the Substation, Applicant must provide a clear travel way with suitable access for Utility.

2.4 Ownership of Improvements and Facilities.

(A) Ownership of Improvements. Legal title to and ownership of an Improvement will transfer to Utility after (1) Utility provides Acceptance of the particular Improvement, (2) Applicant delivers the required Lien Releases and the Officer's Certificate required by Section 7.9 and (3) the Grant, Bargain Sale deed for the Site is recorded in Utility's name. Applicant guarantees that such legal title to and ownership of the On-Site Improvements and the Perimeter Fence Improvements will pass to Utility free and clear of any and all liens, claims, security interests or other encumbrances. Within ten (10) business days of Utility's written request, Applicant must sign and deliver a bill of sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the Improvements to Utility.

(B) Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Utility in connection with this Agreement, including but not limited to the Substation and High Voltage Distribution, are deemed to be property owned, maintained, and controlled by Utility. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other applicable Law.

2.5 Developing Design for Substation and High Voltage Distribution.

[**NOTE**: Delete this Section 2.5 if the Design was prepared under a DCA – remove if no HVD or Utility is responsible for the transmission facilities.]

(A) Preparing the Design. Based on information provided by Applicant and in accordance with Utility's Standards, Utility will prepare plans for the Substation and High Voltage Distribution ("**Design**"). Applicant must confirm in a writing acceptable to Utility that the Design does not conflict with Applicant's MPC/Development.

(B) Updating Agreement Exhibits. Notwithstanding Section 19.10, Utility may (in its discretion) modify the Design. However, if Utility must revise the Design as a result of a Utility error or omission, Utility will bear the expense of revising the particular design.

(C) Ownership of Design. Applicant acknowledges and agrees that Utility is and will be the sole and exclusive owner of all right, title and interest to, including all intellectual property rights in and to, the Design (including that which may qualify as "works for hire") under United States copyright law and comparable laws worldwide – whether or not that Design was developed by Utility individually or jointly with Applicant. The Design (and any revised Designs) are deemed Utility's proprietary information and Applicant will protect this information as required by Utility.

(D) Disclaimer of Warranty(ies). With respect to the Design (and any revised Designs) and unless expressly stated otherwise in this Agreement, UTILITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, including any implied warranty of merchantability or fitness for a particular purpose.

2.6 Developing Design for and Constructing Substation Feeders.

Based upon the Transmission Load Study, necessary Electric System improvements include distribution facilities to serve the Development/MPC ("**Distribution Feeders**"). In order to provide for the installation of the Distribution Feeders and to meet the electrical Service needs of additional phases of the Development/MPC, the Parties must enter into a Large Project Line Extension Agreement / sign one or more addendum to this Agreement.

Article 3 Property Rights

[**NOTE**: Coordinate the terms of the Purchase Agreement with the terms of this SHVD Agreement.]

3.1 Property Rights Applicant Must Grant to or Acquire for Utility.

(A) Applicant's Obligation to Grant and Convey Property Rights. Applicant must grant and convey to (or use Commercially Reasonable Efforts to obtain for) Utility all Property Rights that Utility deems it requires for the Project. including without limitation:

(1) A permanent unrestricted Access Easement for ingress and egress access to the UOF and the Site, if Applicant is responsible for providing the Site; and

(2) Easements for the locations of transmission, High Voltage Distribution lines and distribution feeders; and

(3) An Easement for the Site, if Applicant is responsible for providing the Site, pursuant to Rule 9, Section B.2.n, which easement shall remain in effect until the Site is conveyed to Utility in fee ownership pursuant to Section 3.4(A).

The type, location and form of the Property Rights must be satisfactory to Utility (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights). If Applicant cannot obtain one or more Property Rights, Utility (at Applicant's Total Cost) will, if permitted by applicable Law, acquire those Property Rights so that the type, location and form are satisfactory to Utility (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

(B) Form of Easements. Applicant must grant and convey and cause third parties to grant and convey all easements to Utility in the form that Utility will provide separately to Applicant and acknowledged by that Parties. [NOTES: Exhibit D-2 will include D-2-a for distribution easement and D-2-b for Transmission easement. Also, if NV Energy's access to its facilities on the Site will be hampered, consider creating a Subsection (B)(1) and Subsection (B)(2) to address two types of easements. The first type is the standard GOE and the second type would be a modified GOE that addresses access restrictions, shifts liability to Applicant and includes a waiver/release of liability if NV Energy cannot access its facilities due to lack of or decreased access.]

(C) Form of Rights of Entry. Applicant must grant and convey, and cause third parties to grant and convey, all rights of entry to Utility in the form that Utility will provide separately to Applicant and acknowledged by the Parties.

(D) Form of Use Agreements. Applicant must execute, and cause third parties to execute, Transmission Use Agreements and Distribution Encroachment Agreements to Utility in the form that Utility will provide separately to Applicant and acknowledged by the Parties.

(E) Form of Consent and Subordination Agreements. Applicant must obtain and deliver Consent and Subordination Agreements to Utility in the form that Utility will provide separately to Applicant and acknowledged by the Parties.

(F) Conveyance of Site. [NOTE: If Utility already has a Site for the Substation, Articles 3 and 11 will need to be revised to address that and conform to Rule 9, Section B.2.b.]

(1) In accordance with Rule 9, Section B.2.n, Applicant must convey the Site and access to the Site to Utility.

(2) The Site, including the Improvements, must be for the full build-out capacity of the Project to accommodate the EFBPL and the conveyance must occur in accordance with the Schedule.

(3) The Site shall be conveyed to Utility through a Purchase Agreement, in the form that Utility will provide separately to Applicant.

(G) Form of Indemnity Agreement. Applicant must execute and cause third parties to execute Title Exception Indemnity Agreement(s) related to title exceptions that are not removed and not otherwise accepted by Utility, in the form that Utility will provide separately to Applicant and acknowledged by the Parties.

(H) Timing of Easements. In Utility's discretion, which may not be unreasonably withheld, Applicant must grant or obtain easements for Utility before any required street dedication(s).

(I) Appraisals. In Utility's discretion and at Applicant's Total Cost Utility may obtain an appraisal(s) of the Property Rights and/or the improved Site.

3.2 Ongoing, Blanket Non-Exclusive Easement for Ingress, Egress and Access.

Applicant grants to Utility and its employees, representatives, contractors and assigns (and will cause any Affiliate to grant to Utility and its employees, representatives, contractors and assigns) the right of access, ingress and egress over and across portions of the Site and any other real property owned or controlled by Applicant (or any Affiliate) as necessary for Utility to carry out its obligations under this Agreement and to construct, operate, add to, maintain, and modify the Substation and High Voltage Distribution. Applicant must not obstruct or otherwise interfere with these rights. In addition, Applicant shall execute a document or documents granting such necessary access rights sufficient to enable Utility to record such document or documents.

3.3 Applicant's Obligation to Provide a Site and Location of the Site.

(A) Obligation to Provide Site. In accordance with Rule 9, Section B.2.c, Applicant must make available to Utility the Site.

(B) Tentative Location of the Site. The Site is tentatively identified as being within Assessor's Parcel Number(s) ("APNs") {insert APN(s)} and situated near {insert street intersections}, {insert name of county} County, Nevada ("**Tentative Site**"). A drawing of the tentative location of the Site is attached to this Agreement as Exhibit D-1.

(C) Providing an Alternative Site. Applicant must correct any exceptions to title or other unacceptable conditions with respect to the Site as determined by Utility in its discretion or sign Utility's Indemnity Agreement (as that term is defined in the Purchase Agreement) for those exceptions to title that cannot be corrected; or, in Utility's discretion, Applicant must provide an alternative site mutually acceptable to the Parties ("Alternative Site") if:

(1) Utility determines, in Utility's discretion at any time prior to conveyance of the Site in fee to Utility, that conditions on the Site do not meet Utility's requirements to build electrical facilities; or

(2) Any necessary Permits for the proposed electrical facilities to be constructed on the Site are not obtained; or

(3) Condemnation or eminent domain proceedings are proposed, threatened, or commenced against any portion of the Site and Utility determines that the condemning authority's acquisition no longer makes it feasible to construct the UOF; or

(4) The Site is totally or partially destroyed.

(5) If the Parties mutually agree in writing to an Alternative Site(s), the requirements or obligations in this Agreement that relate to the Site will also apply to the Alternative Site(s), including, but not limited to, those in Section 3.1, Section 3.2, Section 3.3, Section 3.4(A), Section 3.4(B), and Section 3.5.

3.4 <u>Condition of the Site.</u>

(A) <u>No Creation of Other Interest or Right</u>. The Site, if required, must not be subject to – and Applicant must not create or allow the creation of – any possessory or non-possessory right or interest in favor of any Person that is not of record as of the Effective Date, including, but not limited to, easements, leases, deeds of trust, codes, covenants and restrictions, and special/local improvement district assessments. If the Parties agree on an Alternative Site, the Alternative Site(s) must not be subject to – and Applicant must not create or allow the creation of – any possessory or non-possessory right or interest in favor of any Person that is not of record as of the date the Parties mutually agree in writing to the Alternative Site(s), including, but not limited to, easements, leases, deeds of trust, codes, covenants and restrictions, and special/local improvement district assessments.

(B) <u>No Hazardous Materials</u>. The Site must be free of Hazardous Material and contaminated soil.

3.5 <u>Completing Remediation Before Inspection</u>.

Before sending Utility a Notice of Request for Inspection and at least twelve (12) months before the target In-Service Date identified in Article 9 below, Applicant must complete remediation of the Site in accordance with the Purchase Agreement.

3.6 <u>Condition Precedent to Commence Construction</u>.

Utility is not obligated to commence construction of any facilities or otherwise perform its obligations under this Agreement until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to type, location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

Article 4 Identification and Resolution of Conflicts; Costs Associated with Conflicts

4.1 <u>Identification of Conflicts.</u>

Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (A) the Development/MPC and the Electric System located within the Development/MPC, (B) the Development/MPC and the Electric System located within or adjacent to offsite improvements required for the Development/MPC, (C) the Development/MPC and the Electric System located adjacent to the Development/MPC, and (D) the Development/MPC and Utility's Property Rights within and adjacent to the Development/MPC.

4.2 <u>Resolution of Conflicts with Utility's Facilities and Payment of Costs</u>.

If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe the Electric System located within or adjacent to the Development/MPC or to the offsite improvements required for the Development/MPC, Applicant must (A) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (B) provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

4.3 <u>Resolution of Conflicts with Utility's Rights and Payment of Costs</u>.

If Applicant, its agents, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (A) pay all costs incurred by Utility that are associated with the interference and (B) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

4.4 No Obligation to Perform Obligations.

Utility does not have an obligation to provide Service to the Development/MPC or perform its obligations under this Agreement until after Applicant meets its obligations under this Article to Utility's satisfaction.

Article 5 Acquisition and Support of Permits

[**NOTE**: NV Energy team to determine on a project-by-project basis whether to revise one or more Sections in Article 5 so that Applicant obtains some or all Permits. Coordinate terms of the Purchase Agreement with the terms of this SHVD Agreement.]

5.1 Permits for the Improvements.

Applicant must obtain all Permits for the Improvements. Before submitting the application(s) for land use Permit(s) for the Substation and High Voltage Distribution, Applicant must give Utility a reasonable opportunity to review and comment on the application(s) and incorporate changes requested by Utility. Applicant shall provide to Utility a copy of each Permit acquired by Applicant within five (5) business days after the Permit is issued.

5.2 BLM Right-of-Way Grant(s).

When necessary and at Applicant's Total Cost, Applicant will obtain any BLM Right-of-Way Grant(s), and any other federal-land Permits, required for the High Voltage Distribution, and perform work necessary to comply with conditions in these Permits, including but not limited to follow-up environmental work, obtaining federal-agency approval of work performed and preparing as-built survey plans. [**NOTE**: add reference to UEPA Permit if necessary]

5.3 Permits for the Substation and the High Voltage Distribution.

Applicant will obtain all necessary Permits required for the construction, operation, modification and maintenance of the High Voltage Distribution, Substation and any other infrastructure Utility is installing in connection with this Agreement, including but not limited to any land use Permit(s) and any other required building or construction Permits.

5.4 Utility's Support.

At Applicant's request, Utility will support Applicant's Permit application(s). Utility's support may include executing documentation to support Applicant's request for the Permit and other actions reasonably requested to assist Applicant in obtaining Permits Utility determines are required.

Article 6 Improvements

6.1 Design, Construction, and Installation of Certain Improvements.

In accordance with Utility's Standards, the civil improvement plans, all applicable Laws, all Permits and as otherwise required in Article 7 and Article 8, Applicant must design, construct, and install all On-Site Improvements, Perimeter Wall Improvements and Off-Site Improvements (together, collectively known as, "**Improvements**").

(A) On-Site Improvements. On-Site Improvements include, but are not limited to, earthwork and grading construction (in accordance with the geotechnical report for the Site), sub-grade preparation, driveways, rip-rap placement, landscaping, irrigation and drainage improvements that are on the Site – all as shown on the civil improvement plans and defined in the Engineering Scope of Work that Utility will provide separately to Applicant and acknowledged by the Parties ("**On-Site Improvements**").

(B) Perimeter Wall Improvements. Perimeter Wall Improvements include, but are not limited to, retaining walls, perimeter site wall, high security wall, masonry wall, and gates ("**Perimeter Wall Improvements**") pursuant to standards that Utility will provide separately to Applicant and acknowledged by the Parties.

(C) Off-Site Improvements. Off-Site Improvements include, but are not limited to, all other Improvements that are required by applicable Law, a Permit or by Utility, such as drainage improvements, driveways, general civil improvements, access roads (permanent and construction) required for the proposed UOF ("**Off-Site Improvements**") pursuant to standards that Utility will provide separately to Applicant and acknowledged by the Parties.

6.2 Material Used for Improvements.

The material used for excavation and embankment purposes must conform to the provisions of Section 203 of the Uniform Standard Specifications for Public Works Construction for Clark County, Section 200.01.07 or Section 200.01.09 of the Orange Book issued by the Regional Transportation Commission of Washoe

County, Nevada, latest edition, and Generic Plans that Utility will provide separately to Applicant and acknowledged by the Parties. Applicant must not use fill that contains a Hazardous Material or contaminated soil and must provide written certification to Utility that the fill meets these requirements.

6.3 Posting Bonds.

Applicant must post a performance and payment bond to Utility to guarantee Applicant completes the Improvements per this Agreement and fully pays its contractors and subcontractors for such work. Prior to finalizing the bonds, Applicant must provide a draft of the bonds to Utility for review and approval. The bond(s) must be of an amount of the full cost to construct the Improvements. Upon acceptance by Utility, Applicant must provide the signed and notarized bond(s) to Utility before Applicant, or its contractor(s) begin any construction of the Improvements.

6.4 Generic Plans and Engineering Scope.

(A) Generic Plans. Some of the Improvements are depicted in the Generic Plans that Utility will provide separately to Applicant and acknowledged by the Parties ("**Generic Plans**"). Utility is providing the Generic Plans to Applicant as an example of improvement plans that typify the form in which Applicant's Improvement plans must be submitted to Utility for review and approval.

(B) Engineering Scope. With respect to the Improvements, Applicant must perform the work described in the Engineering Scope of Work, including site preparation, that Utility will provide separately to Applicant and acknowledged by the Parties.

6.5 Applicant's Technical Studies and Civil Improvement Plans.

The civil improvement plans must comply with Utility's Standards and all applicable Laws and must be electronically formatted in a manner consistent with the format of the Generic Plans.

(A) Submitting Technical Studies and Civil Improvement Plans to Utility for Review. Before submitting any Technical Studies, civil improvement plans or relevant applications to the appropriate government authority(ies) for approval, Applicant must submit all relevant technical studies or reports that may include, but are not limited to, drainage, geotechnical, soils, topographical surveys, resistivity, phase 1 or 2 environmental or other analysis ("**Technical Studies**") and the draft civil improvement plans to Utility for review and comment.

(B) Utility Review Period. Utility will have a minimum of fourteen (14) days, but no more than thirty (30) days to review the Technical Studies and to review civil improvement plans for compliance with Utility's Standards and for formatting consistent with the Generic Plans. Utility will not review the civil improvement plans for compliance with applicable Law. After completing its review of the Technical Studies and the civil improvement plans, Utility will contact Applicant with Utility's comments.

(C) Correction of Deficiencies. Applicant must address, in writing to Utility, all deficiencies identified by Utility, within seven (7) days of receiving from Utility.

(D) Submission to Government Authority(ies) after Utility Confirms Compliance. Applicant must not submit the Technical Studies to the appropriate government authority(ies) for approval until after it receives written confirmation from Utility's Project Manager that Utility has reviewed the Technical Studies and Applicant has adequately addressed Utility's concerns, if any, with that study. In addition, Applicant must not submit any civil improvement plans to the appropriate government authority(ies) for approval until after it receives written confirmation from Utility's Project Manager that Utility has reviewed the Civil Improvement Plan, it complies with Utility's Standards, and it is formatted in a manner consistent with the format of the Generic Plans.

(E) Resubmitting Technical Studies and Civil Improvement Plans to Utility for Review. If, after submitting the Technical Studies and civil improvement plans to the government authority(ies), the government authority(ies) provide comments, Applicant must provide copies of those comments to Utility. Applicant must submit the revised Technical Studies and civil improvement plans to Utility for review and comment before re-submitting those documents to the government authority(ies).

6.6 Submitting Copies of the Construction Specifications to Utility.

Before starting construction of the Improvements and after complying with Section 7.5, Applicant must submit to Utility for review and comment copies of the construction specifications for the Improvements that Applicant provided its contractors.

6.7 Meetings.

Applicant and its contractors must meet with Utility concerning the Improvements as follows:

(A) Optional Pre-Submittal Technical Studies Review Meeting. At Utility's request, Applicant must meet with Utility after Applicant's preliminary Technical Studies have been submitted to and received by Utility for review. At this meeting, the Parties will discuss Utility's comments on the Technical Studies and initiate changes in the work product, as required.

(B) Pre-Submittal Civil Improvement Plan Review Meeting. Applicant must meet with Utility after the civil improvement plans have been submitted to and received by Utility for review. The purpose of the meeting is to discuss Utility's comments on the civil improvement plans and to initiate changes in the work product, as required.

(C) Additional Meetings. Applicant must meet with Utility, as reasonably requested by Utility.

6.8 Improvements Coordination.

(A) Improvements Schedule. Applicant must provide a detailed schedule of the Improvements to Utility. Utility will have a minimum of fourteen (14) days, but no more than thirty (30) days to review the schedule and provide comments. The Parties agree to mutually develop a schedule for the Improvements in conjunction with the Article 8 and any updates that may be required.

(B) Improvements Questions. Applicant must direct all technical questions regarding the Improvements to the Utility Project Manager.

6.9 Improvement As-Built Plans.

Applicant must prepare as-built plans of construction activities. All elevations and coordinates on the as-built plans must be in a coordinate system approved by Utility and clearly indicated and completely described on the respective civil improvement plans.

(A) Utility Review Period. Utility will have a minimum of fourteen (14) days, but no more than thirty (30) days to review the as-built plans. After completing its review of the as-built plans, Utility will contact Applicant with Utility's comments.

(B) Correction of Deficiencies. Applicant must correct all deficiencies identified by Utility and re-submit the revised as-built plans to Utility.

(C) Construction Activities. Applicant must receive Utility's approval of each as-built plan before it starts the next phase of construction. Utility shall have a minimum of fourteen (14) days, but no more than thirty (30) days to approve or deny an Applicant's submitted as-built plan.

(D) Perimeter Wall Foundation Construction. Applicant must not commence construction of any wall or wall foundations until after it (i) completes sub-grade construction and (ii) submits, and Utility approves, the as-built grading plan.

(E) Perimeter Wall Construction. Applicant must not commence perimeter wall construction until after it submits, and Utility approves, the as-built wall foundation elevations and plan (for masonry wall). The elevations must be measured (i) at 50-foot (maximum) intervals along the length of the foundation and (ii) on either side of each vertical step location. The linear dimensions of the perimeter wall foundation and gate locations must be shown on the as-built wall foundation plan.

(F) Condition Precedent to Acceptance of Improvements. Utility is not required to provide an Acceptance of the Improvements until after Applicant submits to Utility as-built plans of all construction (including, but not limited to, gate thresholds, aprons, driveways and drainage facilities) and all reports and documentation prepared by or at the request of the Third-Party Consultant. These as-built plans must contain sufficient detail for Utility to determine whether or not the construction is complete and in compliance with the civil improvement plans and Utility's Standards.

(G) Deadline to Complete Improvements. Applicant must complete the Improvements and provide Utility suitable access, satisfactory to Utility, to the Site in accordance with the Schedule.

6.10 Applicant's Third-Party Consultant's Obligations.

Prior to construction of any Improvements, a certified third-party consultant hired by Applicant or the engineer of record for the civil improvement plans ("Third-Party Consultant") must provide all necessary review, inspection, coordination, requests for information, requested material specification substitutions, approval of shop drawing submittals, as-built plans and any other construction-related issues pertaining to the Improvements. Applicant must require the Third-Party Consultant to do the following:

(A) Addressing Installation Issues. The Third-Party Consultant must address any Contractor installation issues regarding differing or unanticipated Site conditions or obstacles such as, but not limited to, groundwater, underground utilities or topographic inconsistencies and provide adjustments or revisions to designs as necessary.

(B) Clarifying Civil Improvement Plans. The Third-Party Consultant must provide clarification of all questions from Applicant's contractor(s) regarding the civil improvement plans.

(C) Providing Support to Release Utility from the Performance Bond. The Third-Party Consultant must provide all construction administration and coordination necessary to ensure that Utility, if identified as the owner, is released from the performance bond that is posted for the Improvements in connection with the issuance of the off-site construction permit.

(D) Providing Quality Assurance. The Third-Party Consultant must inspect all Improvements, perform all tests required by applicable Law and any Permit and submit to Utility all test results, including, but not limited to, soil density test results, concrete and masonry strength test results, reinforcement bar certifications and concrete quantity tickets.

(E) Providing Utility a Pad Certification and Grading Report. The Third-Party Consultant must give Utility a pad certification and grading report ("**Pad Certification and Grading Report**").

6.11 Notice of Third-Party Consultant Inspection and Provision of Records.

Within ten (10) days after the Third-Party Consultant completes its inspection(s), Applicant must provide written notice to Utility that the inspections were completed ("**Notice of Third-Party Consultant Inspection**"). With that notice, Applicant must provide to Utility documentation of the inspection(s), copies of the as-built survey plans and copies of the Pad Certification and Grading Report, unless the Third-Party Consultant has already provided the particular record to Utility.

6.12 Delivery of Lien Releases.

Before Utility starts construction of the UOF, Applicant, its contractors, and subcontractors must execute and deliver to Utility a complete release of all liens in relation to the Improvements and receipts covering in full all labor, materials, and equipment for which a lien could be filed ("**Lien Releases**"). At Utility's discretion and in writing, it may extend the deadline for delivery of a particular Lien Release.

6.13 Drainage.

Applicant must not allow its Development or any improvement on the Property to negatively impact drainage for the UOF or Improvements. If Applicant's

Development or any improvement on the Property causes harmful surface drainage to the UOF or Improvements, Applicant must, within 30 days, remedy the negative impact at no expense to Utility.

Article 7 Utility Inspection and Acceptance of the Improvements

7.1 Inspection Scope and Schedule.

Utility will determine the schedule and scope of Utility inspections before Applicant commences construction of a particular Improvement.

7.2 Notice of Request for Inspection of Improvements by Utility.

After sending Utility a Notice of Third-Party Consultant Inspection, or as part of that notice, Applicant must (in writing) advise Utility that some or all of the Improvements are complete and ready for Utility's inspection and ask Utility to inspect those completed Improvements ("**Notice of Request for Inspection**").

7.3 Utility's Initial Inspection of the Improvements.

Within fifteen (15) business days of receipt of a Notice of Request for Inspection, Utility will commence its inspection of the Improvements that are the subject of the notice.

7.4 Notice of Acceptance or Non-Compliance in Connection with an Inspection.

Within ten (10) business days of completing a requested inspection (or re-inspection), Utility will provide an Acceptance of the Improvements that are the subject of the Notice of Request for (Re-)Inspection or specify in writing (by letter or email from the Utility Project Manager) the Improvements that are not complete and do not comply with the civil improvement plans and Utility's Standards ("**Non-Compliance Notice**"). The Utility may not unreasonably withhold Acceptance of an Improvement.

7.5 Correction of Deficiencies.

Applicant must correct all deficiencies identified in a Non-Compliance Notice.

7.6 Re-Inspection of the Improvements.

After Applicant corrects the deficiencies identified in a Non-Compliance Notice, it must provide written notice to Utility that the deficiencies have been corrected, and the Improvements are ready for re-inspection ("**Notice of Request for Re-Inspection**"). Within ten (10) business days of receipt of a Notice of Request for Re-Inspection, Utility must re-inspect the Improvements that are the subject of that notice.

7.7 Utility's Failure to Timely Inspect or Respond to a Request for (Re-)Inspection.

If, within the periods set out above, Utility does not inspect or re-inspect the Improvements or provide Applicant with an Acceptance or Non-Compliance Notice, the Improvement(s) will not be deemed to have been Accepted, however, any project deadlines shall be amended to incorporate any project time lost by Applicant due to Utility delay.

7.8 Providing Additional Lien Releases.

If Applicant receives a Non-Compliance Notice, and before providing Utility with a Notice of Request for Re-Inspection, Applicant, its contractors, and subcontractors must execute and deliver to Utility additional Lien Releases if additional liens were noticed or filed by Applicant, its contractors, or subcontractors, related to the corrections required by the Non-Compliance Notice.

7.9 Officer's Certificate Required Before Acceptance.

Before final Acceptance, Applicant must provide an officer's certificate in writing (by letter) to Utility representing that there are no resulting liens, charges, claims, security interests or encumbrances on or relating to the Site in relation to the Improvements ("**Officer's Certificate**").

7.10 Applicant's Continuing Obligations Until It Transfers Ownership of the Improvements.

Until ownership of the particular Improvements transfers to Utility or to the appropriate governmental authority, as applicable, Applicant assumes all responsibilities and liabilities for the Improvements, including, but not limited to, maintaining, replacing, and repairing the Improvements and paying any fees, fines, or penalties in connection with the Improvements. Applicant's responsibilities and liabilities for the Improvements are in addition to providing the guarantees in Article 9.

7.11 No Obligation to Start Construction.

Notwithstanding anything to the contrary and without liability to Applicant, Utility is not required to provide an Acceptance of the Improvements, start construction of Utility-Owned Facilities, or continue constructing Utility-Owned Facilities until after:

(A) Applicant and Utility have executed a written Service Agreement pursuant to and in accordance with Article 1.8(C); and

(B) All Permits are obtained; and

(C) Applicant conveys, or causes to be conveyed, all Property Rights to Utility in a timely manner and in conformance with Article 3; and

(D) Applicant identifies and resolves conflicts in accordance with Article 4; and

(E) The Improvements are completed and in compliance with the civil improvement plans, and Utility Standards; and

(F) Utility receives all required Lien Releases specific to the Improvements; and

(G) Utility receives the Officer's Certificate; and

(H) All environmental remediation, if applicable, is completed and accepted by all necessary environmental agencies, Applicant and Utility in conformance with Article 16; and

(I) Applicant pays Total Costs invoiced in accordance with Rule 9 and Article 12; and

(J) Applicant provides all Security in accordance with this Agreement; and

(K) Title Exception Indemnity Agreement is executed by Parties, if applicable.

7.12 Guarantees.

(A) Guarantee Against Defects and Per Schedule. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform in connection with this Agreement are completed in accordance with this Agreement, per the Schedule set forth in Exhibit G, and against defects in materials and workmanship for a period of two (2) years following Utility's Acceptance of all Improvements. Applicant also guarantees any corrective work of replaced or repaired materials against defects for an additional two-year period following completion of that work.

(B) Utility Option to Remedy Defect. During the two-year period provided for in Section 9.1, should Utility become aware of any defect in materials or workmanship provided by Applicant and its contractors/subcontractors, Utility will provide Applicant with prompt written notice of the particular defect after defect is identified and Applicant will have thirty (30) days from the date of the notice in which to commence correction of the defect(s) and must thereafter diligently complete them. If Applicant does not begin correcting the defect(s) within the 30-day period, does not diligently complete correction within sixty (60) days of receiving the notice, unless the correction is expected to take longer to complete and the Parties agree that Applicant is diligently working to complete correction, or if Utility determines (in its discretion) that the defect must be corrected as soon as possible, then Utility may remedy the defect and Applicant must pay Utility all expenses Utility incurs within sixty (60) days of receiving an invoice from Utility.

Article 8 Third-Party Liens

8.1 Duty to Keep the Site Free of Liens.

Applicant must keep the Improvements, and the Site free and clear of all liens, claims, judgments, security interests, and encumbrances ("Liens") arising out of the design, installation, construction, and inspection of those Improvements and other activities on the Site ("**Work**") by Applicant, its contractors, its subcontractors of any tier, and all laborers, materialmen, mechanics, and other similar Persons.

8.2 Applicant's Obligation to Discharge the Lien.

If any Lien is filed against the Site before or after Work is completed, and/or Utility provides Applicant written notice of the Lien, Applicant must obtain the release of (or otherwise satisfy) the Lien within ten (10) business days of receiving notice. If Applicant fails to do so, (i) Utility may take such steps and make such expenditures as, in its discretion, it deems advisable to obtain release of or otherwise satisfy the Lien or Liens, and (ii) Applicant will, upon demand, reimburse Utility for all costs incurred and expenditures made by Utility in obtaining the release or satisfaction.

8.3 Laws Related to Processing Liens.

Except as required by applicable Law, Applicant's obligation to indemnify Utility from Liens will not in any way be rendered unenforceable, or altered, amended, eliminated, or otherwise conditioned by any applicable Laws related to processing such Liens, unless Utility's action or inaction is the basis of any cause of action arising from an issue related to any Lien. Except as required by applicable Law, Utility will have no obligation to deliver a copy of any notice of claim or right to a Lien to Applicant or any other Person.

Article 9 Target In-Service Date

9.1 Target In-Service Date of the Project.

Based on the load requirements identified in Exhibit F and using information provided by Applicant, the target In-Service Date(s) for the Project is based on the milestone dates shown in Exhibit G ("**Schedule**"), which may be adjusted by the mutual agreement of the Parties. Applicant represents that it will complete construction of the Improvements in accordance with Exhibit G, which may be updated from time to time upon mutual written agreement of the Parties. The Parties agree that, notwithstanding Section 20.11, these revisions will not require an amendment to have binding effect.

9.2 Project Schedule; Constraints.

Utility will use Commercially Reasonable Efforts to meet the target In-Service Date for the Project in accordance with the Project schedule attached to this Agreement as Exhibit G but failure to meet any scheduled date is not a Utility event of default. Applicant acknowledges that Project completion and the Project In-Service Date are subject, without limitation, to the following:

(A) Scheduling of required electrical outages, which may be limited by Electric System operational and maintenance requirements, including such things as restrictions against scheduled transmission line outages on the electric power system as determined by Utility in its discretion;

(B) Utility's obligations to its other customers to ensure the reliability and safety of its Electric System and to adhere to applicable reliability criteria;

(C) Applicant paying invoices for the Total Costs (and associated Tax Gross-up) in a timely manner;

(D) Favorable weather conditions;

(E) Applicant identifying and resolving conflicts in conformance with Article 4;

(F) All Permits being obtained, including but not limited to any that may be required by the Commission;

(G) Utility receiving permanent Property Rights for the Substation and High Voltage Distribution that are satisfactory to Utility;

(H) Applicant completing any remediation obligations in accordance with Section 15.4;

(I) Applicant meeting the deadlines identified in the Schedule;

(J) Applicant being ready to take Service from the Substation on or before the target In-Service Date identified on the Schedule in Exhibit G;

(K) Applicant performing calibration and functional trip tests of its protection facilities, providing the test results to Utility and Utility accepting those results;

(L) All communications upgrades being completed;

(M) SCADA indications for Project being operational and fully tested;

(N) Utility and Applicant trip testing Applicant's interrupting device(s) from Utility's Electric System control center;

(O) Utility and Applicant having an energization process meeting one (1) week prior to energization event; and

(P) Applicant acknowledging in a writing delivered to Utility that all Applicant systems are adequately protected and have been tested.

{**NOTE**: delete one or more of the above subsections as applicable}

Article 10 Applicant's Additional Obligations

10.1 Load Forecast.

Not later than one month before the end of each calendar year, Applicant (or its successor) must deliver to Utility a forecast of anticipated load requirements for the Development/MPC for each of the succeeding 20 calendar years, or time period appropriate to the Development's/MPC's known load absorption plan ("**Load Forecast**").

10.2 Compliance with Laws and Other Standards.

Applicant and its contractors, employees and agents must perform in accordance with all applicable Laws, Permits and Tariff Schedules and must comply with Utility's Standards, where applicable, and the National Electrical Safety Code.

10.3 Obligation to Provide Documents and Information to Utility.

Within twenty (20) business days of Utility's written request, Applicant must provide information and documents requested by Utility that relate to this Agreement. Applicant must also provide Utility with the information and documents more specifically identified below.

(A) Information Concerning Property on Which the Substation and High Voltage Distribution Will Be Located. Within ten (10) business days of Utility's request, Applicant must provide Utility with copies of all documents that are in Applicant's possession or control relating to the property on which the Substation and High Voltage Distribution will be located, including but not limited to: leases, contracts and permits, current or not; environmental reports; appraisal reports; plans, permits, maps, and approvals; boundaries and topographical surveys; soils and engineering reports; governmental zoning letters; and any other documents Utility reasonably deems necessary to evaluate the property.

(B) Value of Property Rights. Within ten (10) business days of Utility's request, Applicant must provide Utility with information and documentation relating to the value of the Property Rights, including but not limited to the value of the easements and the amount(s) Applicant paid, if any, for third-party Property Rights.

10.4 Disclosing the Location of the Substation and High Voltage Distribution Route.

Applicant must disclose the location of the Substation and route of the High Voltage Distribution to any purchaser of real property within the Development/MPC.

10.5 Reduction of Service or Termination Charges; RSTC; Security.

In accordance with Rule 9, Section A.23, Rule 9, Section A.24 and Rule 9, Section A.25, Applicant is responsible for Utility's investment in the Project and other associated Total Costs at the time that the Reduction of Service or Termination of Service threshold is met, as defined in this Agreement.

(A) Reduction of Service. Reduction of Service for this Agreement shall occur if Applicant's actual load served by Utility pursuant to and in accordance with the Service Agreement, or if Applicant's alteration to the MPC's load requirement (if permitted by the Service Agreement), (1) drops below fifty percent (50%) of the forecasted load shown on Exhibit B-6 for the then-current time period during the initial twenty-four (24) months of taking Service under the Service Agreement; or (2) drops below eighty percent (80%) of the forecasted load shown on Exhibit B-6 for the then-current time period after the initial twenty-four (24) months of taking Service under the Service Agreement and the Utility determines that there is a reasonable likelihood that the Applicant's load will remain below that level.

(B) RSTC Calculation. The RSTC shall be calculated per Rule 9, Section A.25.c to ensure recovery by Utility at the time of Termination of Service or Reduction of Service of the net present value of all Total Costs of ownership and operation of all remaining Utility investment in the Project less any supportable revenues received or identified at the time of the RSTC. An example calculation of the RSTC calculation is shown in Exhibit B-5.

(C) Notice. Within sixty (60) days of receiving written notice from Utility of the Reduction of Service or Termination of Service, Applicant must pay a RSTC, which will be invoiced separately per Section 11.8 of this Agreement.

(D) RSTC Security. To secure payment of any potential RSTC and for the recovery of all other Total Costs or investments for the Project, Security will be established or altered per Article 12 and shall be reviewed annually.

10.6 Information Provided by and Needed from Applicant.

Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development/MPC to Utility and to notify Utility of any inconsistencies between the Design and facilities constructed (or being constructed) for the Project and/or the Property Rights for those facilities. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities, liabilities, and Total Costs for repair, replacement, redesign, modification, relocation or other work to the facilities constructed, or being constructed, for the Project:

(A) Resulting from or arising out of incomplete, inaccurate, or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed outside the Property Rights intended for such facilities.

10.7 Modification or Relocation of Electric Facilities.

Where Applicant has requested that Utility install electric facilities before the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must (A) pay all Total Costs associated with the relocation or modification of any electric facilities and (B) grant or obtain for Utility (at no expense to Utility) all Property Rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Sections A.6 and A.10. The Property Rights must be granted to Utility in a manner that is satisfactory to Utility as to type, location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

10.8 Multiple Applicants.

[**NOTE**: Replace text that follows with "[INTENTIONALLY OMITTED]" if only one Applicant.]

Because {insert Applicant 1's legal name} and {insert Applicant 2's legal name} are jointly paying the Estimated Cost and are Parties to this Agreement, Utility will use the following percentages when returning any overpayment and invoicing {insert Applicant 1's legal name} and {insert Applicant 2's legal name}: {insert Applicant 1's percentage} for {insert Applicant 1's legal name} and {insert Applicant 2's percentage} for {insert Applicant 2's legal name}.

10.9 No Interconnection.

Applicant must not interconnect the electrical system associated with the Development to any existing or future Utility electrical facilities except through the point of Interconnection identified on the One-line or to any facilities serving other Premises. In Utility's discretion and at expense, Utility has the right, but no obligation, to periodically inspect the Interconnection and electrical facilities on Applicant's side of the point of Interconnection. Applicant, at its expense, must correct any deficiencies identified by Utility in writing.

Article 11 Total Costs; Initial Payment; Allowance; Invoicing; True-Ups; Interest

11.1 Total Costs.

(A) Except as otherwise specifically provided in Rule 9, Applicant has Total Costs responsibility for the Project. Rule 9, Section B.2.b. requires Applicant to pay 100% of the Total Cost of any required rights of way, including those from a party that Applicant does not directly or indirectly control and is not controlled by or under common control with Applicant, as shown on Exhibit B-1.

(B) The estimated Total Costs and associated Tax Gross-up are shown in Exhibit B-1 ("**Estimated Cost**").

11.2 Allowance; Refunds.

The actual Total Costs might be more or less than the Estimated Cost and it is possible that not all Total Costs are identified on Exhibit B-1; however, Applicant is required to pay the actual Total Costs and associated Tax Gross-up in accordance with the fee payment schedule attached as Exhibit B-2 and Rule 9. Allowance; Refunds.

Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

(A) Revenue-Based Allowance. The Substation and HVD Allowances are Revenue-Based Allowances developed using the expected revenue designed to recover the specific type of investment (substation, HVD or, where applicable additional distribution) over the term of this Agreement. The Allowance being provided to Applicant is shown on Exhibit B-3.

(B) Maximum Allowance. The Substation and HVD Allowances are determined on a case-by-case basis by the Utility. The Revenue-Based Allowance is an individually calculated Maximum Allowance for the Project based on the Estimated Peak Demand (in kW), the Development's/MPC's Maximum Demand during the term of this Agreement and the Advance Subject to Potential Refund. Under Rule 9, Section B.2.g.3, Applicant may request additional Allowance based on more than 50% of the applicable revenue by conferring with Utility and Commission Staff regarding the appropriate amount of additional Allowance to be granted. This additional Allowance is part of the Maximum Allowance. The HVD being installed pursuant to this Agreement directly connects to Federal Energy Regulatory Commission jurisdictional transmission facilities and, therefore qualifies for an HVD Allowance, and therefore is part of the Maximum Allowance.

(C) Up-Front Allowance. Utility may apply any portion of the Maximum Allowance in advance of construction of the Utility-Owned Facilities where there is a reasonable expectation that the supporting Demand will be initiated within the twelve-month period following Construction Complete.

(D) Reduction of Advance Subject to Potential Refund.

1. Utility shall reduce the Advance Subject to Potential Refund by an amount equal to the Up-Front Allowance, if any, as determined by Utility.

2. The balance of the Advance Subject to Potential Refund is to be adjusted for any Proportionate Share Refunds granted under Section 11.3.A.

3. The balance of the Advance Subject to Potential Refund shall be reduced by Allowance through Refunds provided to Applicant, if any, in accordance with this Section (see Exhibit B-3.1 for example calculation).

(E) Abnormal Risk Projects. For Abnormal Risk Projects, Applicant shall not receive an Upfront Allowance unless covered by Security. If the full

Allowance is not granted up-front, any eligible Refunds shall be prorated equally over the remaining years in the Agreement.

(F) HVD Allowance. The HVD being installed pursuant to this Agreement will directly connect to Federal Energy Regulatory Commission jurisdictional transmission facilities and, therefore, qualifies for an HVD Allowance. HVD Allowances can be granted for both overhead and underground installations, however, HVD Allowances are limited to the estimated cost of facilities installed in an overhead configuration.

(G) Substation and HVD Refunds. For the calculation of Refunds, True-up of Substation or HVD loads shall include the load of the Development's/MPC's and the load of all other Customers that are utilizing the Utility-Owned Facilities when the True-up is performed.

(H) Limitations on Refunds.

1. The maximum Refund that Applicant may receive is the lesser of the Advance Subject to Potential Refund or the portion of the Allowance supported by the Development's/MPC's Maximum Demand that materializes during the term of this Agreement.
2. Refunds shall be made when warranted by True-ups.
3. Refunds are limited to the remaining balance of the Advance Subject to Potential Refund.
4. The Refunds amounts, in total, may be insufficient to refund the Applicant's remaining balance of the Advance Subject to Potential Refund.
5. No Refunds shall be made after the termination of this Agreement.

(I) Refund Timeline. After a Total Cost or Allowance True-up, Utility shall Refund to the Applicant any eligible refund within sixteen (16) months of Construction Complete in accordance with Rule 9, Section A.32.b.

(J) Tax Gross-Up on Refunds. Subject to the True-up, Utility shall refund a pro rata share of the Tax Gross-up applicable to any Refunds made to Applicant.

(K) Updates to Rule 9 Allowances and Refunds. Updates to Allowances and/or Refunds may occur due to, but are not limited to, Commission approval of General Rate Cases, Advice Letter Filings or other Tariff changes related to the Allowances and/or Refunding under Rule 9.

11.3 Proportionate Share.

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(A) Proportionate Share Refund. If a subsequent Rule 9 applicant attaches to the HVD, pursuant to Rule 9, Section A.16, Applicant might be entitled to a Proportionate Share Refund.

(B) Proportionate Share Allocation. If Applicant attaches to other line extensions, such as those identified in this Subsection, Applicant must pay a Proportionate Share Allocation:

Contract No.	Expiration Date	Project Name

{insert "None" or information}

11.4 Initial Payment.

When Applicant delivers the signed Agreement to Utility, Applicant must pay Utility the amount identified in Exhibit B-2 pursuant to Rule 9, Section A.17.b ("**Initial Payment**"). When calculating this payment, Utility applied any Proportionate Share Allocation.

11.5 Condition Precedent to Utility's Obligation to Perform.

Utility is not required to perform, or continue performing, its obligations under this Agreement until after it has received the Initial Payment and Security due per this Agreement. Even if Utility has performed or performs one or more of its obligations under this Agreement, Utility may stop performing (without liability to Applicant) and is not required to continue performing until after it receives the required payments and Security from Applicant.

11.6 Performance of True-Ups.

(A) Allowance True-Up. Utility will perform an Allowance True-up in accordance with Rule 9, Sections A.31.c, A.32. and B.2.g.

(1) Substation and HVD Allowances will be trued-up according to the True-up timeline in Rule 9, Section A.31.e and annually thereafter at the request of Applicant or Utility.

(2) Applicant may request a subsequent Allowance True-up every twelve (12) months until the Rule 9 Agreement terminates. The Allowance True-up Support and Refunds/Invoices shall be provided within four (4) months of the Applicant's or Utility's request.

(B) Total Cost True-Up. Utility will perform a Total Cost True-up in accordance with Rule 9, Sections A.31.b, A.31.c, and A.32.

(C) Refund or Invoice after Accounting Adjustments. After Utility performs the Allowance True-up and Total Cost True-up, Utility will either invoice Applicant or provide a Refund to Applicant in accordance with this Agreement.

(D) Total Cost True-Ups. If there are Total Cost that will not be finalized or became known until after the 12-month True-up period, including but not limited to third-party vendor invoices and Total Costs for obtaining rights of way, Utility will list those Total Cost items as part of the Total Cost True-up and provide an estimate of those costs based on the information available to Utility at the time. Utility will Invoice or Refund Applicant separately as Total Costs are received.

11.7 Post Construction Substation and HVD Tests.

[**NOTE**: If this Agreement only covers a Substation installation, delete "and HVD" from heading, and 11.7(B). If this Agreement covers installation of HVD only and not a substation, use the HVD Agreement template rather than this SHVD Agreement template.]

(A) Post Construction Substation Tests. In accordance with Rule 9, Section B.2.e, twelve (12) months after the Substation is Construction Complete, Utility will recalculate the Substation Tests using updated capacity and load information, as Utility deems appropriate. Based on the results of the post Construction Complete Tests and the Final Total Cost information, Utility will recalculate all required Advances and Allowances and shall apply any updates as part of the True-ups.

(B) Post Construction HVD Tests. In accordance with Rule 9, Section B.2.e, twelve (12) months after the HVD is Construction Complete, Utility will recalculate the HVD Tests using updated capacity and load information, as Utility deems appropriate. Based on the results of the post Construction Complete Tests and the Final Total Cost information, Utility will recalculate all required Advances and Allowances and shall apply any updates as part of the True-ups.

11.8 Payment Arrangement; Invoicing.

(A) Payment Arrangement. In accordance with Rule 9, Section A.26, Applicant has requested, and Utility has agreed to an alternative payment arrangement for payment of required Advances.

(B) Invoicing and Applicant's Obligation to Pay Invoices. After receiving the Initial Payment and in accordance with Rule 9, Section A.26, Utility will invoice Applicant in accordance with the payment schedule attached as Exhibit B-2 and may periodically invoice Applicant for its Total Cost obligations and associated Tax Gross-up under this Agreement. Applicant must pay all invoices, even if Utility sends Applicant an invoice after Utility performed a Total Cost True-up and even if Utility provided a refund or returned an overpayment.

(C) Deadline to Pay Invoice. Except for the invoice for the Initial Payment, Applicant must pay Utility's invoices within thirty (30) days of receipt. If mailed, Utility's invoices are deemed received by Applicant three (3) days after the invoice date. When making a payment, Applicant must follow the instructions on the particular invoice. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Project or delay the In-Service Date(s).

(D) Disputing an Invoice. If Applicant Disputes all or part of an invoice, Applicant must pay the invoice, including any Disputed part, when due.

(E) Suspending Performance Because of Non-Payment. If Applicant does not pay an invoice within thirty (30) days after receiving it, Utility (without liability to Applicant) may suspend performance of its obligations.

(F) Unilaterally Updating Certain Exhibits; Impact on Total Cost Obligations. Utility may unilaterally update the Estimated Cost identified in Exhibit B-1, Exhibit B-2, Exhibit B-3, Exhibit B-4, and Exhibit G and must provide Applicant with a copy of the revised exhibit. The Parties agree that, notwithstanding Section 19.10, these revisions will not require Applicant's signature for them to be incorporated into and amend this Agreement and have binding effect. Applicant acknowledges that changes to these exhibits may affect Applicant's Total Cost obligations and could increase the Total Costs and associated Tax Gross-up.

11.9 Interest.

Any amount unpaid and due by Applicant under this Agreement or a Related Agreement will accrue interest at the then current per annum simple prime rate, as published in the Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement or a Related Agreement.

11.10 Security.

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Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

[NOTE: Replace text that follows with "[INTENTIONALLY OMITTED]" if the text is not applicable.]

(A) Obligation to Provide Security. Applicant may be required to provide Utility with an irrevocable letter(s) of credit ("**LOC**") from a federally secured financial institution, rated "A-" or higher by Standard & Poor's or Moody's ("**Financial Institution Requirements**"), in a form acceptable to Utility, or a corporate parent guarantee in a form acceptable to Utility, or a cash deposit ("**Security**").

(1) Applicant must provide a draft form of the Security Applicant proposes to use to Utility with a minimum of thirty (30) days prior to being due as shown in Exhibit B-2 and Exhibit G for Utility to review and approve.

(B) Security for the UOF. If required, Applicant must provide Utility with Security for (i) Utility's portion of the Project cost plus the applicable Tax Gross-Up on that cost and (ii) Applicant's obligation to pay a balance due resulting from True-ups and/or RSTC or any other amount due under this Agreement. Applicant must deliver to Utility the Security in the amount designated by Utility in Exhibit B-1 on the date designated in Exhibit B-2.

(C) Replacement Security. After Utility performs the True-ups and/or the risk reassessment identified in Section 11.11 (if any), Utility will determine, in its discretion, the amount of the LOC based on the then-present value of the revenue requirements associated with the Utility investment(s) (including but not limited to Tax Gross-up and cost of capital considerations). Utility will then provide written notice to Applicant that Applicant must provide Utility with a new Security ("**Replacement Security**"), that the current Security or cash deposit is adequate, or that Security or cash deposit is not required at that time. Within ten (10) days of the date on the notice, Applicant must deliver to Utility the Replacement Security in the amount identified in the notice. After Utility receives the approved Replacement Security or notifies Applicant that Security is not required at that time, Utility will return to Applicant the original Security.

(D) Utility's Right to Draw on the Security. Utility has the right to draw on the Security to reimburse Utility for its costs associated with this Agreement if Utility does not receive an amount due to Utility in accordance with and under this Agreement.

(E) Utility's Right to Draw on the Security for the Project. Utility may draw on Security for the Project if (i) Utility has not received approval from the

Commission in the general rate case in which Utility requests authorization to include the amount of the Utility's investment into the Project in to rate base and/or, (ii) the Development/MPC fails to take Permanent Service consistent with Applicant's EFBPL, as shown in Exhibit B-6, pursuant to a written, executed Service Agreement between Applicant and Utility, within one year after the In-Service Date, , from Utility through the Project (except to the extent of any delay caused by Utility). Utility will request authorization to recover the Utility investment in the Project in the first Utility general rate case for which Construction Complete occurs within the test year or the certification period and will use Commercially Reasonable Efforts to secure recovery of that Utility investment in that general rate case.

(F) <u>Utility's Right to Draw on the Security for Changes in Financial Institution Requirements</u>. Utility may draw on the Security if the financial institution issuing the Security does not meet, or no longer meets, the Financial Institution Requirements pursuant to Section 11.10(A).

(G) <u>Utility's Right to Draw on the Security for Failure to Provide Replacement Security</u>. Utility may draw on Security if Applicant fails to provide any new Security pursuant to Section 11.10(C).

(H) <u>Original Security</u>. The original <u>Security</u> must be renewed at the time the Security term expires with the issuing bank and remain in place until the earlier of (a) Applicant delivering a Replacement Security to Utility in accordance with Section 11.10(C) above or (b) Utility receiving, as determined by Utility in its discretion, the then-present value of the remaining revenue requirements associated with the Utility investments(s) (including but not limited to Tax Gross-up and cost of capital considerations) in connection with this Agreement.

(I) <u>Maintaining the Security</u>. The <u>Security</u> must remain in place until the earlier of (a) Applicant delivering a Replacement <u>Security</u> to Utility in accordance with Section 11.10(C) above or (b) Utility receiving the then-present value of the remaining revenue requirements, as determined by Utility in its discretion, associated with the Utility investment(s) (including but not limited to Tax Gross-up and cost of capital considerations) in connection with this Agreement.

Notwithstanding the foregoing, if this Agreement terminates, Applicant must keep the LOC most recently delivered to Utility in connection with this Agreement in place until after Applicant pays Utility all Total Costs associated with this Agreement, whether incurred before or after default, expiration or termination, and Applicant pays Utility all Total Costs that result from termination. The obligations in this Section 11.10(I) are subject to the provisions of Section 11.10(A) and Section 11.10(B).

(J) Release of the Security to Applicant. Utility will release or reduce the Security to Applicant when the Project has reached Construction Complete, Applicant takes Permanent Service, and the Utility receives approval from the Commission in a general rate case in which the Utility requests authorization to add the cost of the UOF to rate base. The release or reduction will account for Applicant's obligation(s) to pay a balance due or provide Security for resulting from True-ups or RSTC when any balance due from True-ups is paid and when all obligations for the RSTC are fulfilled under this Agreement.

(K) Delayed In-Service Date. Any delay in delivering to Utility the First LOC or a Replacement LOC might delay the In-Service Date.

11.11 Reassessment of Applicant Risk Profile.

Utility may upon its own initiative perform a reassessment of Applicant's Risk Profile and increase or reduce Security requirements to reflect changes in circumstances during the term of this Agreement to secure Utility's total Project investment and to ensure Applicant's payment of any balance due resulting from RSTC. [**NOTE**: Remove if Applicant is not providing Security for Up-front Allowance or Up-front Allowance is $0. Make sure process is in place to periodically re-evaluate Security Requirements.]

11.12 Audited Financial Statements.

Within ten (10) business days of Utility's written request, Applicant must provide financial statements that have been audited within the last twelve (12) months. If Applicant fails to provide this information by the end of that 10-business-day period, its classification with the Utility will default to high credit risk and will result in Utility rescinding all unsecured credit Utility provided Applicant and Utility may invoice Applicant for any credit provided.

Article 12 Term and Termination

12.1 Term of Agreement.

This Agreement is effective on the Effective Date and will continue for a term of ten (10) years unless terminated earlier under this Agreement.

12.2 Termination of Project by Applicant or Mutual Agreement.

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Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice unless Applicant identifies a later date in its written notice to Utility. If the Parties mutually agree to terminate the Project, the Parties will document that in writing and specify the date this Agreement terminates. Applicant must honor all of its obligations under the Purchase Agreement.

12.3 Termination of Project by Utility.

Utility may terminate the Agreement in accordance with Rule 9, Section A.27.c, or if Applicant otherwise breached any term or condition of the Agreement and Applicant thereafter fails to cure the breach to Utility's satisfaction and within the requisite timeframe as provided for in the Agreement (or if no timeframe is provided, then within sixty (60) days). If Utility terminates the Agreement this Agreement will terminate thirty (30) days after Utility provides Applicant with written confirmation that Utility met and conferred with Applicant or made Commercially Reasonable Efforts to do so.

(A) Ownership of Improvements. If this Agreement and any Related Agreement are terminated pursuant to this Agreement, Utility may (in its discretion) retain ownership of the Improvements after compensating Applicant in accordance with this Agreement.

(B) Obligation to Cooperate. Applicant must honor all its obligations under the Purchase Agreement, including Utility's right to proceed with the conveyance of the Site.

12.4 Surviving Obligations.

Any default or termination of this Agreement or excuse of performance for a Force Majeure Event or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Obligations under Section 1.6, Section 1.7, Section 1.8, Section 2.6, Section 2.7, Article 3, Article 4, Article 5, Section 6.13, Section 7.12, Section 10.5, Section 10.6, Section 11.10, Article 15, Article 16, Article 17; and

The provisions of Section 11.8, Section 11.10, Section 11.11, Section 11.12, Section 19.1, Section 19.2, Section 19.5, Section 19.6, Section 19.18 and Section 19.19 continue to apply to this Section 12.4.

[**NOTE**: Remove reference to Section 11.10 and Section 11.11 if no LOC and to Section 19.18 if there are not any joint Applicants.]

12.5 Taking Reasonable Actions to Mitigate Total Costs.

At Applicant's Total Cost, the Parties must take all reasonable actions to minimize the Total Costs associated with Agreement termination. These actions may include, but are not limited to, such things as stopping some or all Project work, completing the Project, cancelling material orders, stopping acquisition of Property Rights, completing the acquisition of Property Rights and dismissing condemnation lawsuits, if any. An action is not reasonable if it inhibits, prevents or otherwise negatively impacts Utility's ability to provide electric service to its Customers – as determined by Utility in its discretion.

12.6 Continuation of Project.

Utility may, at Utility's sole discretion, elect to continue with the UOF installation, including acquisition of the required Property Rights and Site, completing the Improvements and other necessary work to complete the Project as needed to provide Service to other customers. The Parties will reasonably work together to allow the work to be completed, as necessary.

Article 13 Default

13.1 Procedure.

If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement, within ten (10) days of receiving written notice of such failure from the other Party ("**Non-Defaulting Party**"), the Defaulting Party and Non-Defaulting Party must meet and cooperate in good faith to expedite a solution of the breach. If no solution is reached and the failure continues for thirty (30) days after the meeting between the Defaulting Party and Non-Defaulting Party (or after this meeting was scheduled to occur), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date that is dependent on Applicant's or a third-party's performance is not an event of default.

Article 14 Force Majeure

14.1 Notice of Force Majeure Event.

If a Force Majeure Event occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the Force Majeure Event. This notice must include a description, cause and estimated duration of the Force Majeure Event. Regardless of the cause, Applicant's failure or inability to pay some or all of the Total Costs is not a Force Majeure Event.

14.2 Duty to Mitigate Effects of Delay.

The affected Party must exercise Commercially Reasonable Efforts to shorten, avoid, and mitigate the effects of the Force Majeure Event.

14.3 Notice of Resumption of Performance.

The affected Party must promptly notify the other Party in writing when the Force Majeure Event has ended and when performance will resume.

14.4 Liability; Termination Option.

Utility is not liable to Applicant for Total Costs incurred as a result of any delay or failure to perform as a result of a Force Majeure Event. In accordance with Rule 9, Section A.27.c.4 and with prior written notice to Applicant, Utility may terminate this Agreement without liability to Applicant provided Utility, in consultation with Applicant, first determines the Force Majeure Event renders Project performance impossible or impractical.

Article 15 Hazardous Materials

15.1 Work Suspension; Notifying Applicant.

Upon discovery of a Hazardous Material or otherwise contaminated soil, water or environment at the work site, Utility will stop work and immediately notify Applicant's Project Manager of the unacceptable site condition ("**USC**").

15.2 Notifying Governmental Authority.

When required by Law as determined by Utility, Utility will notify the appropriate governmental authority(ies), such as but not limited to the Nevada Division of Environmental Protection, (collectively, "**NDEP**") of the USC.

15.3 Remediation or Termination.

At its option, Applicant may either remediate the USC at its total cost or terminate this Agreement. Within fifteen (15) business days after the date identified on Utility's Section 15.3 notice, Applicant must provide Utility with written notice of its decision to remediate or terminate ("**Section 15.3 Notice**"). If Applicant does not provide Utility with this notice in a timely manner, then Utility (without liability to Applicant) may terminate this Agreement. Even if Applicant or Utility terminates this Agreement, Applicant is responsible for paying all total costs and expenses associated with the discovery of a USC and any required remediation so that Utility does not bear any total costs and expenses in connection with the foregoing.

15.4 Remediation Requirements.

If Applicant decides to remediate the USC, Applicant must remediate the USC in accordance with Subsection (A) or Subsection (B), as applicable.

(A) Remediation When NDEP Involvement Is Required. Within twenty-one (21) days after providing Utility with Section 15.3 Notice, Applicant must develop a corrective action plan ("**Corrective Action Plan**"), submit the Corrective Action plan to the NDEP, and provide a copy of the Corrective Action Plan to Utility. After receiving written approval of the Corrective Action Plan from the NDEP, Applicant must complete remediation the earlier of (1) the date specified in the Corrective Action Plan or (2) within sixty (60) days of the date specified on that written approval from the NDEP. Promptly after completing remediation of the USC, Applicant must notify Utility in writing that Applicant believes remediation is complete. Applicant's obligation to remediate the USC is not complete until after Applicant obtains a "no further action letter," "closure letter" or similar letter from the NDEP.

(B) Remediation When NDEP Involvement Is Not Required. With respect to the USC that Utility has identified in its notice to Applicant under Section 15.1 but that does not require notification to NDEP as determined by Utility and within twenty-one (21) days after providing Utility with Section 15.3 Notice, Applicant must develop a remediation plan ("**Remediation Plan**") and provide a copy of the Remediation Plan to Utility for review and concurrence. Applicant must complete remediation of the USC within sixty (60) days of developing the Remediation Plan. If the remediation work cannot be completed within the 60-day period and Applicant is using Commercially Reasonable Efforts to accomplish the remediation, the period for performing the remediation work will be extended until remediation is completed. But remediation must be completed within six (6) months of the date identified on the Section 15.3 Notice. Promptly after completing remediation, Applicant must notify Utility in writing that Applicant believes remediation is complete. Applicant's obligation to remediate the USC is not complete until after Applicant obtains a "no further action letter," "no further requirement letter" or similar correspondence from a State of Nevada Certified Environmental Manager, who is approved by Utility.

Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Article 16 Insurance and Indemnification

16.1 Insurance.

Applicant must procure and maintain in effect and provide and cause its contractors and subcontractors who are performing work in the Work Area (defined below) to procure and maintain in effect, the insurance coverages set forth in Exhibit E until after Applicant and its contractors and subcontractors have completed their work in the Work Area. The "Work Area" means all areas on either side of the centerline of the High Voltage Distribution being constructed pursuant to this Agreement and all areas on either side of the centerline of the transmission facilities being constructed to support the Project, in which construction activities occur, the Site, the Development, and the Property. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.

16.2 Utility Indemnity.

Applicant agrees to indemnify Utility, its directors, officers, employees, and contractors against and from any claim, loss, cost, suit, judgment, damage, and expense, including attorneys' fees, that arise from or are related to (i) Applicant's breach of any representation, warranty, or undertaking under this Agreement; (ii) the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement; (iii) the discovery of a USC in the course of Utility's scope of work, provided such USC was not caused by Utility; or (iv) bodily injury to or death of any individual (including any employee of Utility) or damage to or loss of use of property resulting from the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement (collectively, "**Utility Indemnity Claim**"). At Applicant's expense, Utility has sole authority to direct and control its defense and all settlement and compromise negotiations regarding a Utility Indemnity Claim. Applicant must pay all attorneys' fees and costs that Utility incurs or is subject to because of an Indemnity Claim. This indemnity will not apply to the extent caused by the gross negligence or willful misconduct of Utility. For purposes of Utility's enforcement of this indemnity only, Applicant expressly waives all immunity given to Applicant under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Applicant's indemnification obligations under this "Indemnity" Section.

16.3 Applicant Indemnity.

Subject to Utility's electric tariff rules, Utility agrees to indemnify Applicant, its directors, officers, employees, and contractors against and from any claim, loss,

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cost, suit, judgment, damage, and expense, including reasonable attorneys' fees, that arise from or are related to (i) Utility's breach of any representation, warranty, or undertaking under the Agreement; (ii) the acts or omissions of Utility, or its employees, agents, contractors or subcontractors, in connection with this Agreement; or (iii) bodily injury to or death of any person (including any employee of Applicant) or damage to or loss of use of property resulting from the acts or omissions of Utility, or its employees, agents, contractors or subcontractors, in connection with this Agreement (collectively, an "**Applicant Indemnity Claim**"). At Utility's expense, Applicant has sole authority to direct and control its defense and all settlement and compromise negotiations regarding an Applicant Indemnity Claim. Utility must pay all reasonable attorneys' fees and costs that Applicant incurs or is subject to because of an Applicant Indemnity Claim. This indemnity will not apply to the extent of any gross negligence or willful misconduct on the part of Applicant. For purposes of Applicant's enforcement of this indemnity only, Utility expressly waives all immunity given to Utility under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Utility's indemnification obligations under this "Applicant Indemnity" Section.

Article 17 Confidentiality

17.1 Exchanging Information.

Either party (the "**Disclosing Party**") might provide the other party (the "**Receiving Party**") with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, this Agreement and any of its terms and conditions, including the exhibits as they may change over time, oral information, documents, supplier information, files, drawings, and data, might be confidential.

17.2 Labeling Information Confidential.

If a Disclosing Party wants information to be treated as confidential, the Disclosing Party must label the written information as "CONFIDENTIAL" or inform the Receiving Party that non-written information requires confidential treatment ("**Confidential Information**").

17.3 Protection of Confidential Information.

(A) Receiving Party's Obligation to Keep Information Strictly Confidential and Not Disclose It. The Receiving Party must keep the Confidential information strictly confidential and in a secure location. Receiving Party must also keep any discussion regarding Confidential Information strictly confidential. Receiving Party must not disclose any Confidential information or a discussion regarding Confidential Information to any Person except as expressly provided in this "Confidentiality" Section or as otherwise approved in writing in advance by the Disclosing Party.

(B) Additional Protection of Information. If the Disclosing Party has failed to label or advise Receiving Party that certain information requires protection, the restrictions, and limitations in this "Confidentiality" Section will also apply to the receipt of non-public information that the Receiving Party should reasonably recognize as being confidential. Receiving Party will not be in breach of its obligations under this "Confidentiality" Section if it reasonably fails to recognize as confidential any information Disclosing Party failed to label, or advise Receiving Party is confidential.

(C) Transmitting Information. If Receiving Party transmits any Confidential Information electronically or discusses Confidential Information in an email, it must identify that the information is confidential.

17.4 Return or Destruction of Confidential Information.

Upon Disclosing Party's request, Receiving Party must promptly either return to Disclosing Party, or certify the destruction of all Confidential Information that Receiving Party received, together with all copies, excerpts, notes, and documents derived or generated from the Confidential Information. Notwithstanding the foregoing, the Receiving Party and the Receiving Party's Other Parties will not be required to delete or alter backup copies of computer files created in the ordinary course of business. However, if such copies are restored from backup files after the Disclosing Party has requested their return or deletion, such restored files will be promptly deleted to the extent required in accordance with this Agreement

17.5 Sharing Confidential Information.

Receiving Party may disclose Confidential Information to its Affiliates, attorneys, consultants, contractors, and subcontractors (individually, "**Other Party**" and collectively, "**Other Parties**"); provided, however, that (i) Disclosing Party approves disclosure to the Other Party in writing in advance and (ii) the Receiving Party agrees to be responsible for any breaches of this "Confidentiality" Section. Disclosing Party reserves the right to refuse to approve or agree to the disclosure of Confidential Information to any Person.

17.6 Request for Confidential Information Through Legal Process.

Notwithstanding anything to the contrary in this "Confidentiality" Section, if Receiving Party is requested by a third party or might be legally compelled to disclose any Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, to the extent it is legally permissible it must provide Disclosing Party with prompt written notice after Receiving Party learns that a disclosure is requested or may be compelled, so that Disclosing Party may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Receiving Party will furnish only that portion of the Confidential Information that Receiving Party is legally required to disclose. Receiving Party will use Commercially Reasonable Efforts to cooperate with Disclosing Party's counsel, at Disclosing Party's Total Cost, if Disclosing Party seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded with Confidential Information.

17.7 Rights and Limitations.

Disclosing Party does not grant any right or license, by implication or otherwise, to Receiving Party as a result of Disclosing Party's disclosure or discussion of Confidential Information. Disclosing Party makes no representation or warranties regarding the accuracy or completeness of this information. Receiving Party expressly recognizes that this information is provided "AS IS, with all faults" and Disclosing Party makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

Article 18 Representations

18.1 Utility's Standing in Nevada.

Utility represents that, as of the date of this Agreement, it is duly organized, validly existing and in good standing under the laws of the State of Nevada with the valid corporate power to enter into and perform all of its obligations under this Agreement.

18.2 Applicant's Standing in Nevada.

Applicant represents that, as of the date of this Agreement, it (A) is duly organized, validly existing and in good standing under the laws of the State of {insert state of incorporation/organization}, (B) is registered as a foreign corporation, if applicable, (C) is licensed to do business in the State of Nevada, and (D) has valid corporate or governmental power to enter into and perform all of its obligations under this Agreement.

18.3 Authority.

Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

Article 19 Additional Provisions

19.1 Notices.

(A) Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under this Agreement must be (1) in writing, (2) delivered personally, sent by electronic mail, sent by certified mail (postage prepaid, return receipt requested), or sent by a nationally recognized courier, (3) reference to this Agreement number, and (4) addressed to the Party's Project Manager as identified in Exhibit A.

(B) Contacts for Notices Under Articles 6 and 7. Notices and other communications required under Article 6 and Article 7 of this Agreement shall be delivered by electronic mail to the following:

To NV Energy: The Project Manager identified in Exhibit A.

To Applicant: The Project Manager as identified in Exhibit A.

(C) Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Article 12, Article 13, Article 14, Article 15, Article 17 or Rule 9, Section A.28, Applicant must also send a copy to Utility's Legal Department at the following:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
Email Address: Colin.Harlow@nvenergy.com
With a copy to: Kimberley.Reid@nvenergy.com

Applicant Name
Applicant Address

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Applicant Email Address

(D) Receipt of Notice; Change of Information. Each notice, consent, request, or other communication required or permitted under this Agreement will be deemed to have been received by the Party to whom it was addressed (i) when it is delivered if it is delivered personally; (ii) on the third business day after it is mailed by certified mail; (iii) on the date the courier officially records it as having been delivered if it is delivered by a courier; or (iv) on the date the Party sends the electronic mail. Each Party may change its contact information for purposes of this Agreement by giving written notice to the other Party in the manner set forth above.

19.2 Utility's Tariff Schedules; Commission.

This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules are incorporated by reference into this Agreement, are binding on the Parties, and to the extent of any inconsistency between this Agreement and the Tariff Schedules, the terms and conditions of the Tariff Schedules shall control. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified in this Agreement or in a particular Related Agreement. Notwithstanding [redacted], this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

19.3 Integration.

This Agreement, together with all other written contracts executed with the same formality as this instrument directly in connection with the Project represent the entire and integrated agreement between Utility and Applicant and supersede all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of this Agreement.

19.4 Assignment.

Applicant may not assign this Agreement or any rights under it without Utility's prior written consent, which Utility will not unreasonably withhold, and any attempted assignment without such consent will be void. However, no assignment is effective until after (A) the assignee agrees in a writing acceptable to Utility to assume all obligations and liabilities under this Agreement, whether arising before or after the assignment, and (B) all other requirements in Rule 9, Section A.19 are complied with, including but not limited to Applicant agreeing (in Utility's

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discretion and in a writing acceptable to Utility) to continuing liability in connection with obligations identified by Utility.

19.5 Limitation of Damages.

Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.

19.6 Choice of Law and Venue.

This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of {insert Washoe or Clark} County, Nevada or the federal district court with jurisdiction over {insert Washoe or Clark} County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.

19.7 No Waiver.

The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other 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 this Agreement, or the right of any Party to enforce each and every provision. Nothing in this Agreement is to be construed as affecting or limiting Utility's right to ask the Commission for a change in rates or charges for Service or for any other relief applicable to its rate schedules or any successor rate schedules.

19.8 Independent Contractor.

Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement. Nothing in this Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.

19.9 Interpretation.

Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

19.10 Amendments.

Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

19.11 No Third-Party Beneficiaries.

Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as a Party's contractors, 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.

19.12 Remedies.

All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.

19.13 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 attached to this Agreement are incorporated into this Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural, and the plural includes the singular, and the neuter includes feminine and masculine.

19.14 Discretion.

Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom or reasonableness.

19.15 Severability.

If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

19.16 Counterparts.

The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally drawn signature.

19.17 Performance of Acts on Business Days.

Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made, or act is required to be performed on the next business day.

19.18 Dispute Resolution.

If not otherwise provided for in the Agreement, and consistent with Rule 9, A.28, within ten (10) business days of a written request by either Applicant or Utility notifying the other party of an issue in Dispute over this Agreement, both parties shall meet and confer in good faith in an effort to resolve the Dispute. If the Parties are unable to resolve the Dispute after meeting and conferring, they will submit the matter to the Commission as to issues over which the Commission has original jurisdiction. For issues in Dispute that the Commission does not have original

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jurisdiction, either Party may seek relief in the courts of the Second Judicial District Courts of Nevada.

19.19 Joint and Several Liability.

[**NOTE**: Replace text that follows with "[INTENTIONALLY OMITTED]" if only one Applicant.]

Notwithstanding [redacted], {insert Applicant 1's legal name} and {insert Applicant 2's legal name} are jointly and severally liable under this Agreement.

19.20 Jury Trial Waiver.

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

19.21 No Service to be Provided under this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND FOR THE AVOIDANCE OF DOUBT, NOTHING IN THIS AGREEMENT OBLIGATES THE UTILITY TO SUPPLY ENERGY AND GENERATION CAPACITY TO THE DEVELOPMENT. THE APPLICANT ACKNOWLEDGES THAT IT MUST ENTER INTO A SEPARATE SERVICE AGREEMENT WITH THE UTILITY ESTABLISHING THE UTILITY'S OBLIGATIONS TO, AND THE TERMS AND CONDITIONS PURSUANT TO WHICH THE UTILITY WILL PROVIDE ENERGY AND GENERATION CAPACITY SUFFICIENT TO MEET THE NEEDS OF THE DEVELOPMENT. THE APPLICANT FURTHER ACKNOWLEDGES THAT THIS AGREEMENT *ONLY* OBLIGATES THE UTILITY TO DESIGN AND CONSTRUCT THE DISTRIBUTION AND OR TRANSMISSION FACILITIES NECESSARY TO DELIVER ENERGY TO THE DEVELOPMENT.

19.22 Recitals.

The Recitals to this Agreement are true and correct and incorporated by reference into this Agreement.

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Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Article 20 Definitions

20.1 Terms Defined in Rule 1.

As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Abnormal Risk; Commission; Customer; Person; Reduction of Service; Service; Standards; Termination of Service.

20.2 Terms Defined in Rule 9.

As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Advance Subject to Potential Refund; Affiliate; Allowance; Allowance True-up; Commercially Reasonable Efforts; Construction Complete; Contingent Facilities; Design Initiation Agreement; Estimated Full Build-out Project Load ("**EFBPL**"); Final Total Costs; High Voltage Distribution ("**HVD**"); Maximum Allowance; Minimum Requirements; Project; Property; Property Rights; Proportionate Share Allocation; Proportionate Share Refund; Reduction of Service or Termination Charges ("**RSTC**"); Refund; Risk Profile; Rule 9 Agreement; Security Requirements; Tax Gross-up; Tests; Total Costs; Total Cost True-up; Up-front Allowance.

20.3 Additional Definitions.

In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:

(A) Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.

(B) BLM: Bureau of Land Management.

(C) BLM Right of Way Grant: The federal-land Permit for the High Voltage Distribution and/or other electrical facilities that must be issued by the BLM.

(D) Civil Improvement Plans: Civil design drawings and technical specifications that are produced by Applicant for the Improvements.

(E) Contact: The individual appointed by each Party serves as the single point of contact for all issues relating to the Agreement, as identified in Exhibit A.

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Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

(F) Design: The UOF Design and design Utility prepares for the Substation and the High Voltage Distribution in connection with this Agreement, if applicable.

(G) Development: Applicant's {insert name of Development} to which Applicant has requested that Utility provide redundant Service through the Substation being designed and installed in connection with this Agreement.

(H) MPC: Applicant's project to which Applicant has requested that Utility provide Service through the Project being designed and installed in connection with this SHVD Agreement and Umbrella Agreement.

(I) Dispute: Any claim, dispute, controversy, or other matter arising out of or related to the validity, scope, making, interpretation, enforceability, performance, breach of, or relating in any way to this Agreement or the relationship between the Parties created by this Agreement or the subject matter of this Agreement, including but not limited to the authority or capacity of any signatory to this Agreement.

(J) Effective Date: The date this Agreement is last signed below.

(K) Electric System: Utility's underground and/or above-ground communication facilities and electric systems for the distribution and transmission of electricity.

(L) Force Majeure Event: An event or condition that is beyond the affected Party's control, occurs without the fault or negligence of the affected Party and renders Project performance impossible or impractical. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.

(M) Generic Plans: The sample plans.

(N) Good Utility Practice: Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others,

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but rather to be acceptable practices, methods, or acts generally accepted in the region.

(O) Hazardous Material: Any product, substance, chemical, material or waste whose presence, nature, quantity or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials is either: (1) potentially injurious to the public health, safety or welfare, or the environment; (2) regulated or monitored by any governmental authority; or (3) a basis for potential liability to any governmental agency or third party under any applicable Permit or Law.

(P) Improvements: The On-Site Improvements, Perimeter Fence Improvements and Off-Site Improvements that Applicant is obligated to construct in connection with this Agreement.

(Q) In-Service Date: The date on which the Substation and High Voltage Distribution are operational, having passed all required testing as part of Utility's Electric System, as determined by Utility in its discretion.

(R) Interconnect: Create an electrical connection.

(S) Interconnection: Electrical connection.

(T) Law: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.

(U) One-line/ Project Plan: Drawings showing the modifications to Utility's Electric System that generally identify the Substation and High Voltage Distribution.

(V) Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.

(W) Project Engineer: The individual designated by Utility, as indicated in Exhibit A, to answer technical questions regarding the Improvements.

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(X) Project Manager: The authorized representative of Utility or Applicant for purposes of this Agreement, as identified in Exhibit A.

(Y) Related Agreements: The addenda to this Agreement, Design Initiation Agreement, Design Initiation and Apparatus Procurement Agreement, or Apparatus Procurement Agreement, as applicable, for each addendum and the design approvals signed by Utility and Applicant.

(Z) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

(AA) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

(BB) Service Agreement: An agreement, or combination of agreements, whereby Applicant is bound to taking retail bundled or unbundled electric service or electric supply from Utility. Such agreement(s) may include transmission service agreement, general service agreement under the otherwise applicable rate schedule, or other supply service agreement available under Utility's Tariffs, some of which may require Commission approval.

(CC) Service Option Deadline: The date that is four (4) months of the receipt of the draft Service Agreement from Utility, on which date Applicant must either (i) have entered into a written Service Agreement with Utility for the life of this Agreement; and/or (ii) have demonstrated, to Utility's satisfaction, that Applicant has a viable, lawful, and timely means to provide the energy supply for the EFBPL to the delivery point specified in this Agreement by producing to Utility at a minimum the following: (A) a transmission service agreement; and (B) an energy supply agreement for firm service to the point of consumption, or such other lawful, timely, and enforceable arrangement that provides an equivalent assurance of firm supply, for the EFBPL, to Utility's satisfaction, which shall not be unreasonably withheld, conditioned, or delayed. (B) an energy supply agreement for firm service to the point of consumption, for the EFBPL, to Utility's satisfaction, which shall not be unreasonably withheld, conditioned, or delayed.

(DD) Site: A real property, if required for the Project in which Applicant is conveying, or causing to be conveyed, a fee simple interest to Utility, which will be utilized for the Substation and/or where Applicant may make certain improvements to enable Utility to install certain UOF.

(EE) Substation: The future Utility-owned {insert voltage} kV electric power substation being constructed by Utility in connection with the Project of which {insert number} MW (at an assumed {insert number}% power factor) is needed for Service to the Development/MPC.

(FF) Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric Customers, as those rates, charges, and rules are amended from time to time.

(GG) Technical Drainage Study: The study performed by Applicant to address the hydrology and grading issues with the Site as well as any other drainage-related issues required by the appropriate government authority(ies) in accordance with applicable Law.

(HH) UOF Design: The design Utility prepares for the UOF in connection with this Agreement.

(II) Utility Facilities: The Utility-Owned Facilities.

(JJ) Utility-Owned Facilities ("**UOF**"): All facilities and equipment designed, procured and/or constructed by Utility that will be maintained and owned by Utility as shown generally in the One-line and further detailed in the UOF Design, including any modifications, additions or upgrades to such facilities and equipment.

[signature page follows]

Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

UTILITY:

{insert Sierra Pacific or Nevada} Power Company d/b/a NV Energy

Signature: ________________________________
{insert signer's name per COSA}
{insert signer's full title}

Date: ____________________________________

APPLICANT:

{insert Applicant's legal name}

Signature: ________________________________
{insert signer's name}
{insert signer's full title}

Date: ____________________________________

{Add signature blocks if additional Applicant(s)}

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Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Exhibit A

Contact Information

Utility ({insert Sierra Pacific or Nevada} Power Company d/b/a NV Energy)	
Project Manager	{insert}
Mailing Address	{insert}
Telephone	{insert}
Cellular Telephone	{insert}
Facsimile No.	{insert}
Email	{insert}@nvenergy.com
Project Engineer	{insert}
Mailing Address	{insert}
Telephone	{insert}
Cellular Telephone	{insert}
Facsimile No.	{insert}
Email	{insert}@nvenergy.com
Construction Administrator	{insert}
Mailing Address	{insert}
Telephone	{insert}
Cellular Telephone	{insert}
Facsimile No.	{insert}
Email	{insert}@nvenergy.com
Major Account Executive	{insert}
Mailing Address	{insert}
Telephone	{insert}
Cellular Telephone	{insert}
Facsimile No.	{insert}
Email	{insert}@nvenergy.com

Applicant ({insert Applicant's legal name})	
Mailing Address	{insert}
Contact	{insert}
Telephone	{insert}
Cellular Telephone	{insert}
Facsimile No.	{insert}
Email	{insert}

{repeat for any additional Applicants}

Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Exhibit B-1
Estimated Cost

[attached separately]

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Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Exhibit B-2
Payment Schedule

[attached separately]

[Note: The Payment Schedule needs to comply with the requirements in Rule 9, Section A.26.b.2 (fee payment schedule) and A.26.b.4 (billing period and payment due at each billing period.]

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Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Exhibit B-3
Allowance Worksheet

[attached separately]

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Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Exhibit B-4
Customer Specific Facilities Charge

[attached separately]

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Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Exhibit B-5
Reduction of Service or Termination Charge

[Attached Separately]

Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Exhibit B-6
Load Forecast
[Attached Separately]

Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Exhibit C-1
One-line

[attached separately]

Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Exhibit D-1
Legal Description of Site and Sketch of Site's General Location

[attached separately]

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Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Exhibit E
Insurance Coverages

1. Types of Insurance Required. In accordance with the "Insurance" Section of this Agreement, Applicant must procure and maintain in effect and provide, and cause its contractors and subcontractors who are performing work in the Work Area to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations) until after they have completed their work in the Work Area:

   (A) Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's Liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Commercial general liability insurance providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Automobile Liability Insurance. Commercial automobile liability insurance with a combined single limit of one million dollars ($1,000,000.00) for each person and one million dollars ($1,000,000.00) for each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a combined single limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to workers' compensation insurance, these limits must "follow-form" all terms and conditions excess of each of the above-mentioned underlying policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is "A" Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability and excess/umbrella liability insurance policies.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

(D) Severability and Cross Liability. Providing severability of interest and cross liability coverage for general liability, automobile liability and the excess/umbrella liability insurance policies.

(E) Claims-Made Form. If the policy is maintained on a "claims-made" form and is converted to an "occurrence" form, the new policy will be endorsed to provide coverage back to a retroactive date acceptable to Utility.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.
4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.
5. Certificate of Insurance. Applicant must provide Utility with certificates of insurance, naming Utility as additional insured, evidencing the coverage required above including additional insured endorsement numbers before Applicant, its contractors or subcontractors commence any work in the Work Area. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Exhibit F
Transmission Load Study

[attached separately]

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Rule 9, Section B.2 Substation and High Voltage Distribution Agreement (Large Project)

Exhibit G
Schedule

[attached separately]

This {insert Project Title} Line Extension Agreement for a Master Planned Community – Umbrella ("**Umbrella Agreement**" or "**Master Planned Community Line Extension Umbrella Agreement**") is made and entered between {insert Sierra Pacific or Nevada} Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and {insert Applicant's legal name}, a(n) {insert state or leave blank} {insert type of entity or insert "individual"}, {insert type of entity or insert "individual"}, {insert additional Applicant names here if more than one} ({insert "Applicant" if one Applicant or insert collectively, "Applicants" if multiple} "**Applicant**" OR collectively, "**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.

B. Applicant owns or controls a development that meets the criteria in Rule 9, Section C.2.a.

C. In accordance with Rule 9, other applicable provisions in its Tariff Schedules and this Umbrella Agreement, Utility will provide Service to the Master Planned Community.

D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Master Planned Community and the Electric System and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Umbrella Agreement, the Parties agree as follows:

AGREEMENT

1. Master Planned Community

1.1 Ownership of Property. Applicant represents and warrants that it owns or controls the following property, located in the County of {insert County Name}, State of Nevada, and that this area constitutes the Master Planned Community:

Property Name: {insert Property Name}

Property Location: {insert Property Location}

Total Acreage: {insert MPC acreage}

1.2 MPC Boundary Map and Schedule. A map depicting the boundaries and land use of the MPC and any islands within it is attached to this Umbrella Agreement as Exhibit A-1. A schedule showing the MPC's load requirements and proposed time frames is attached to this Umbrella Agreement as Exhibit A-2.

1.3 Condition to Providing Service. Utility is not obligated to provide Service to the MPC and may stop work on the MPC Project until after Applicant meets its obligations under Section 7.5 to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the MPC or continues working on the MPC even though conflicts remain, Applicant is responsible for resolving those conflicts at its Total Cost and to Utility's satisfaction and Applicant must (at its Total Cost) acquire and deliver to Utility all Property Rights Utility determines are necessary.

1.4 Sources of Power. The sources of power from Utility's Electric System to the MPC are subject to change, at Utility's discretion. Applicant understands that Utility's Electric System configuration is dynamic and at the sole discretion of Utility and that interruptions of Service to the MPC, both on a scheduled and unscheduled basis, are inherent in the provision of Service to the MPC.

1.5 Providing Service to the MPC. Utility will provide Service to the MPC in accordance with this Umbrella Agreement, applicable Laws and Utility's Tariff Schedules. However, if there is a Reduction of Service before or after this Umbrella Agreement or a Related Agreement terminates or if Applicant is not using the capacity Utility made available to Applicant in connection with this Umbrella Agreement or a Related Agreement after the Umbrella Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other Customers or Applicant.

1.6 Obligation to Provide Information to Utility. In addition to providing the information required by Rule 9, Subsection A.2.c and within thirty (30) days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a.

1.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Umbrella Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning the MPC to Utility. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Umbrella Agreement, Applicant agrees to assume all responsibilities, liabilities, and Total Costs for repair, replacement, redesign, modification, relocation or other work to the facilities associated with this Umbrella Agreement and a Related Agreement:

(A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed outside the Property Rights intended for such facilities; or

(E) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the Property Rights intended for such facilities.

1.8 Total Costs; Total Cost True-Up; Refunding; Invoicing; Interest.

(A) Responsibility for Total Costs. Applicant is responsible for the Total Costs, except for those Utility is specifically responsible for under Rule 9.

(B) True-Ups. If Applicant pays Utility CIAC in connection with an SHVD Agreement under Rule 9, Section C.4, Utility will perform a Total Cost True-up (in accordance with Rule 9, Section A.31) of the amount Applicant pays Utility. Utility will then either invoice or provide a Refund to Applicant.

(C) Refunding of Advances to Applicant. Utility will Refund Advances in accordance with Rule 9, Section C.6.

(D) Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Utility might periodically invoice Applicant in connection with this Umbrella Agreement.

Applicant must pay Utility's invoices within sixty (60) days of receipt. If mailed, Utility's invoices are deemed received by Applicant three (3) days after the invoice date. Applicant must reference PID {insert PID number} on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the MPC Project and/or not provide Service to the MPC until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the MPC Project and Service to the MPC.

(E) Interest. Any amount unpaid and due by Applicant under this Umbrella Agreement or a Related Agreement will accrue interest at the then current per annum simple prime rate, as published in the Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Umbrella Agreement or a Related Agreement.

1.9 Multiple Applicants. replace text that follows with "[INTENTIONALLY OMITTED]" if only one Applicant}Multiple Applicants. Because {insert Applicant 1's legal name} and {insert Applicant 2's legal name} are Parties to this Umbrella Agreement, Utility will use the following percentages when providing a Refund to, returning any overpayment to, and invoicing {insert Applicant 1's legal name} and {insert Applicant 2's legal name}: {insert Applicant 1's percentage} for {insert Applicant 1's legal name} and {insert Applicant 2's percentage} for {insert Applicant 2's legal name}.

2. Modification and/or Extension of the Electric System

2.1 Installation in Accordance with the Law. Applicant must install the Rule 9, Section A.12.a improvements for the Master Planned Community in accordance with all Property Rights for those improvements, Permits, Laws, Utility Standards, the Tariff Schedules and the National Electrical Safety Code.

2.2 Modification/Extension of Utility's Electric System. In order to provide the {insert number} KVA of Service that Applicant is requesting for the Master Planned Community, it will be necessary for Utility to modify its existing Electric System and for the Parties to enter into other contracts, including but not limited to Related Agreements. These modifications may include, but are not limited to, High Voltage Distribution and substation facilities and Applicant may be responsible for some or all of the Total Costs associated with those facilities as specified in Rule 9.

3. Planning Memo

3.1 Identification of Facilities. The planning memo dated {insert date}, which is based on the planning study for the MPC and is attached hereto as Exhibit C (“**Planning Memo**”), identifies those facilities required to adequately accommodate the overall load requirements of all phases of the Master Planned Community. Additional facilities might be required for the Master Planned Community that are not identified in the Planning Memo, including but not limited to substation facilities.

3.2 Planning Memo Based on Minimum Standards to Serve. The Planning Memo is based on the Utility's minimum Standards to provide Service to the Master Planned Community and the use and application of such Standards do not constitute exceeding the Minimum Requirements.

4. Addenda to Umbrella Agreement

4.1 Distribution Upgrades. Based upon the Planning Memo, necessary Electric System improvements include distribution facilities to serve the MPC ("**Distribution Upgrades**").

4.2 Addenda to Umbrella Agreement. In order to provide for the installation of the Distribution Upgrades and to meet the electrical Service needs of additional phases of the Master Planned Community, the Parties must sign one or more addendum to this Umbrella Agreement. If Utility identifies the need for an addendum, Applicant must sign and deliver to Utility that addendum. Utility will identify the addenda numerically. For example, the first addendum will be titled "Addendum 1 to {insert MPC Project Title} Master Planned Community Line Extension Agreement". The Parties must sign each addendum in the form substantially similar to the contract attached to this Umbrella Agreement as Exhibit D. The Parties will include the Estimated Total Cost for the particular Distribution Upgrades in each addendum. Applicant must sign and deliver to Utility the addendum within thirty (30) days of receiving it. Utility is under no obligation under this Umbrella Agreement or any Related Agreement to provide Service or additional Service to the Master Planned Community until after Applicant signs and delivers to Utility the particular addendum and performs its obligations under this Umbrella Agreement and all Related Agreements.

5. SHVD Agreement

5.1 SHVD Facilities. Necessary Electric System improvements may include substation and High Voltage Distribution facilities ("**SHVD Facilities**"). If Utility determines that the Master Planned Community creates the need for these SHVD Facilities, Applicant agrees to pay for these facilities as required by Rule 9.

5.2 SHVD Agreement. If Utility determines that the Master Planned Community creates the need for these SHVD Facilities, the Parties agree to execute a contract substantially similar to Utility's template SHVD Facilities contract that addresses Applicant's Total Cost and other responsibilities and the timing and facilitation of Utility's construction of the SHVD Facilities ("**SHVD Agreement**"). The Parties agree to include the Estimated Total Cost for the design of, construction of, installation of and Applicant's Total Cost responsibility for the SHVD Facilities in the SHVD Agreement. Applicant must sign and deliver to Utility the SHVD Agreement within thirty (30) days of receiving it, provided that Applicant and Utility have resolved any good faith dispute between them regarding the terms of the SHVD Agreement within thirty (30) days of Applicant receiving the SHVD Agreement. Utility shall be under no obligation under this Umbrella Agreement, or any Related Agreement, to provide Service or additional Service to the Master Planned Community until after Applicant signs and delivers to Utility the SHVD Agreement and performs its obligations under this Umbrella Agreement and all Related Agreements.

6. Changes to the Master Planned Community

6.1 Notice to Utility of Changes. If there are any changes to the boundaries, land use, load projections or time frames provided by Applicant to Utility and used in developing the Planning Memo ("**Changes**"), Applicant must immediately notify Utility of the Changes and the Parties must meet within thirty (30) business days after Utility receives notice to evaluate what impact the Changes have, if any, on the Planning Memo results ("**Initial Meeting**").

6.2 Amendment of Umbrella Agreement, Addenda, and SHVD Agreement. If Utility accepts some or all of the Changes, Utility will notify Applicant in writing and identify the particular Changes that Utility accepts ("**AOC**"). Applicant and Utility must amend the Umbrella Agreement, each addendum to it, and any SHVD Agreement(s) to address the effect of the Changes (including but not limited to reflecting increases to Applicant's Total Costs as required by Rule 9 that are necessitated by the Changes) the later of sixty (60) business days after (A) the Initial Meeting or (B) Applicant receives the AOC. Applicant must sign and deliver to Utility the amended agreements within thirty (30) days of receiving them.

6.3 No Obligation to Provide Service. If Utility provides an AOC, Utility is under no obligation under this Umbrella Agreement, any addendum to this Umbrella Agreement or the SHVD Agreement to provide Service to the Master Planned Community until after Applicant signs and delivers to Utility all of the amended agreements referenced in Section 6.2 above and performs its obligations under this Umbrella Agreement and all Related Agreements.

7. Conveyance of Property Rights to Utility; Identification of Conflicts

7.1 Right of Access. Applicant grants to Utility and its employees, representatives, contractors, and assigns the perpetual right (a) for unrestricted access of vehicles and pedestrians within, on, over and across the MPC and (b) for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from the MPC. Applicant must not obstruct or otherwise interfere with these rights.

7.2 Obligation to Acquire and Convey Property Rights. Applicant must, at no expense to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility determines it requires for the Utility facilities (or any portion thereof) affected under this Umbrella Agreement. In Utility's discretion and at Applicant's Total Cost, Utility may obtain an appraisal(s) of the Property Rights.

7.3 Substation Site. If Applicant is required to provide a substation site(s) to Utility, Applicant must provide fee simple title to a substation site(s) mutually acceptable to Applicant and Utility in accordance with Rule 9, Section C.4.

7.4 Condition to Commencing Construction or Providing Service. Utility is not obligated to commence construction of any facilities or provide Service to the Master Planned Community (or any portion of it) until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

7.5 Identification and Resolution of Conflicts; Costs Associated with Conflicts.

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the MPC and the Electric System located within the MPC, (2) the MPC and the Electric System located within or adjacent to offsite improvements required for the MPC, (3) the MPC and the Electric System located adjacent to the MPC, and (4) the MPC and Utility's Property Rights within and adjacent to the MPC.

(B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe the Electric System located within or adjacent to the MPC or to the offsite improvements required for the MPC, Applicant must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (2) provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

(C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (1) pay all costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

8. Confidentiality

8.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with this Umbrella Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

8.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" or inform Applicant that non-written information requires confidential treatment ("**Confidential Information**").

8.3 Protection of Confidential Information.

(A) Applicant's Obligation to Keep Information Strictly Confidential and Not Disclose It. Applicant must keep the Confidential Information strictly confidential and in a secure location. Applicant must also keep any discussion regarding Confidential Information strictly confidential. Applicant must not disclose any Confidential Information or a discussion regarding Confidential Information to any Person except as expressly provided in this "Confidentiality" Section or as otherwise approved in writing in advance by Utility.

(B) Additional Protection of Information. If Utility has failed to label or advise Applicant that certain information requires protection, the restrictions and limitations in this "Confidentiality" Section will also apply to the receipt of non-public information that Applicant should reasonably recognize as being confidential. But Applicant will not be in breach of its obligations under this "Confidentiality" Section if it reasonably fails to recognize as confidential any information Utility failed to label, or advise Applicant is, confidential.

(C) Transmitting Information. If Applicant transmits any Confidential Information electronically or discusses the Confidential Information in an email, it must encrypt the email and all attachments to it and insert "[CONFIDENTIAL]" as the first word in the subject line of the email.

8.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.

8.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its Affiliates, attorneys, consultants, contractors and subcontractors (individually, "**Other Party**" and collectively, "**Other Parties**"); provided, however, that (A) Utility approves disclosure to the Other Party in writing in advance and (B) the Other Party signs (and delivers to Utility) an agreement in a form acceptable to Utility in which the Other Party agrees (1) to be bound by the terms of this "Confidentiality" Section, (2) to submit to the jurisdiction of the District Court, {insert either Washoe or Clark} County, Nevada, or any

Nevada court in {insert either Washoe or Clark} County with jurisdiction in or over that matter, for purposes of enforcement of that agreement and this "Confidentiality" Section, and any ancillary proceedings regarding interpretation, enforcement or effect of those agreements and (3) to such other terms and conditions Utility may reasonably require. Utility reserves the right to refuse to approve or agree to the disclosure of Confidential Information to any Person.

8.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this "Confidentiality" Section, if Applicant is requested by a third party or might be legally compelled to disclose any Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, it must provide Utility with immediate written notice after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel, at Applicant's Total Cost, if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.

8.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

9. Default

9.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Umbrella Agreement, within ten (10) days of receiving written notice of such failure from the other Party ("**Non-Defaulting Party**"), the Defaulting Party and Non-Defaulting Party must meet and cooperate in good faith to expedite a solution of the breach. If no solution is reached and the failure continues for thirty (30) days after the meeting between the Defaulting Party and Non-Defaulting Party (or after this meeting was scheduled to occur), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date that is dependent on Applicant's or a third-party's performance is not an event of default.

9.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's MPC Project Coordinator and to the Utility department identified in Section 13.2, Applicant must also send a copy of any notice required under this "Default" Section to Utility's Legal Department at the address specified in the "Notices" Section of this Umbrella Agreement.

10. Force Majeure

10.1 Notice of Force Majeure. If a Force Majeure Event occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the Force Majeure Event. This notice must include a description, cause and estimated duration of the Force Majeure Event. Regardless of the cause, Applicant's failure or inability to pay some or all of the Total Costs is not a Force Majeure Event.

10.2 Duty to Mitigate Effects of Delay. The affected Party must exercise Commercially Reasonable Efforts to shorten, avoid, and mitigate the effects of the Force Majeure Event.

10.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure Event has ended and when performance will resume.

10.4 Liability; Termination Option. Utility is not liable to Applicant for Total Costs incurred as a result of any delay or failure to perform as a result of a Force Majeure Event. In accordance with Rule 9, Section A.27.c.4 and with prior written notice to Applicant, Utility may terminate this Umbrella Agreement without liability to Applicant provided Utility, in consultation with Applicant, first determines the Force Majeure Event renders MPC Project performance impossible or impractical.

10.5 Notice to Utility's Legal Department. In addition to sending notices required under this "Force Majeure" Section to the MPC Project Coordinator and to the Utility department identified in Section 13.2, Applicant must also send a copy of all required notices to Utility's Legal Department at the address specified in the "Notices" Section of this Umbrella Agreement.

11. Miscellaneous Provisions

11.1 Indemnity. Applicant will indemnify and hold harmless Utility and all of its affiliates and all of their respective directors, officers, employees, representatives and agents (collectively, "**Indemnified Parties**") from and against any and all third-party claims, demands and lawsuits, including those for personal injury, death and property damage, against one or more Indemnified Parties (and all associated judgments, damages, losses, liabilities, fines, penalties and attorney's fees and expenses) based in whole or in part on (1) any violation or breach of any Property Rights for the MPC Project or any agreements or instruments creating or evidencing any Property Rights for the MPC Project (collectively, "**Property Rights Documents**") by Applicant or any of its contractors or any of their respective subcontractors, directors, officers, employees, representatives or agents ("**Responsible Parties**"); (2) any requirement of or obligation imposed by any Property Rights or Property Rights Documents in connection with any Rule 9, Section A.12.a improvements or other work performed by one or more Responsible Parties in connection with this Umbrella Agreement (the "**Work**"); or (3) any violation of applicable Law or of a Permit by one or more Responsible Parties in connection with the Work (all of the foregoing being collectively, "**Indemnified Claims**"). Additionally, at Utility's election, Applicant will defend an Indemnified Party(ies) against Indemnified Claims. This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of the Indemnified Parties. Applicant expressly waives all immunity given to Applicant under the workers' compensation or other employee benefits Laws of any state or jurisdiction that conflict with Applicant's obligations under this Section.

11.2 Utility's Tariff Schedules; Commission. This Umbrella Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Umbrella

Agreement, are binding on the Parties and supersede any portion of this Umbrella Agreement should a conflict arise. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified in this Umbrella Agreement or in a particular Related Agreement. Notwithstanding Section 11.10, this Umbrella Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Umbrella Agreement or excuse of performance.

11.3 Integration. This Umbrella Agreement, together with documents executed with the same formality as this Umbrella Agreement, represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Umbrella Agreement button: , including agreement number ____.

11.4 Assignment. This Umbrella Agreement is binding upon the successors and assigns of Applicant effective upon receipt of written consent of Utility, such consent not to be unreasonably withheld. However, no assignment is effective until after the requirements in Rule 9, Section A.19 are complied with, including but not limited to (A) Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Umbrella Agreement and (B) Applicant (in Utility's discretion) agrees in writing to continuing liability in connection with certain obligations.

11.5 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits, in connection with this Umbrella Agreement or a Related Agreement. This Section survives default, expiration, or termination of this Umbrella Agreement and excuse of performance for Force Majeure or otherwise.

11.6 Choice of Law and Venue. This Umbrella Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of {insert Washoe or Clark} County, Nevada or the federal district court with jurisdiction over {insert Washoe or Clark} County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.

11.7 No Waiver. The failure of either Party to enforce any of the provisions of this Umbrella Agreement at any time, or to require performance by the other Party of any of the provisions of this Umbrella Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Umbrella Agreement, or the right of any Party to enforce each and every provision

11.8 Independent Contractor. Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Umbrella Agreement. Nothing in this Umbrella Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.

11.9 Interpretation. Each Party to this Umbrella Agreement acknowledges that it has carefully reviewed this Umbrella Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Umbrella Agreement.

11.10 Amendments. Any changes, modifications, or amendments to this Umbrella Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Umbrella Agreement.

11.11 No Third-Party Beneficiaries. Nothing expressed or implied in this Umbrella Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Umbrella Agreement, such as a Party's contractors, 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 Umbrella Agreement.

11.12 Remedies. All rights and remedies of a Party provided for in this Umbrella Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.

11.13 Headings; Exhibits; Cross References. The headings or section titles contained in this Umbrella Agreement are used solely for convenience and do not constitute a part of this Umbrella Agreement, nor should they be used to aid in any manner in the construction of this Umbrella Agreement. All exhibits attached to this Umbrella Agreement are incorporated into this Umbrella Agreement by reference. All references in this Umbrella Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Umbrella Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

11.14 Discretion. Reference in this Umbrella Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom or reasonableness.

11.15 Severability. If any portion or provision of this Umbrella Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Umbrella Agreement void, the other portions or provisions of this Umbrella Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Umbrella Agreement, and the balance of this Umbrella Agreement will be construed and enforced as if this Umbrella Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Umbrella 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.

11.16 Counterparts. The Parties may execute this Umbrella Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

11.17 Performance of Acts on Business Days. Any reference in this Umbrella Agreement to time of day refers to local time in Nevada. All references to days in this Umbrella Agreement refer to calendar days, unless stated otherwise. Any reference in this Umbrella Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Umbrella Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

11.18 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Umbrella Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Umbrella Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated

11.19 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Umbrella Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Umbrella Agreement.

11.20 {replace text that follows with "[INTENTIONALLY OMITTED]" if only one Applicant}Joint and Several Liability. Notwithstanding Section 1.9, {insert Applicant 1's legal name} and {insert Applicant 2's legal name} are jointly and severally liable under this Umbrella Agreement.

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

12. Term and Termination

12.1 Term. This Umbrella Agreement is effective on the Effective Date and together with all Related Agreements will continue for a term of fifteen (15) years unless otherwise terminated under the provisions of this Umbrella Agreement. All amendments to this Umbrella Agreement and to all Related Agreements also terminate fifteen (15) after the Effective Date of the Umbrella Agreement.

12.2 Termination of MPC Project by Applicant or Mutual Agreement. Applicant may terminate the MPC Project with prior written notice to Utility. If Applicant terminates the MPC Project, this Umbrella Agreement will terminate thirty (30) days after Utility receives that termination notice. If the Parties mutually agree to terminate the MPC Project, Utility will document that in a writing sent by Utility to Applicant; and, this Umbrella Agreement will terminate thirty (30) days thereafter.

12.3 Termination of MPC Project by Utility. Utility may terminate the MPC Project in accordance with Rule 9, Section A.27.c. If Utility terminates the MPC Project under Rule 9, Section A.27.c(2) or Rule 9, Section A.27(c)(3), this Umbrella Agreement will terminate thirty (30) days after Utility provides Applicant with written confirmation that Utility met and conferred with Applicant, or made Commercially Reasonable Efforts to do so.

12.4 Obligations Surviving Default, Expiration, or Termination. Any default or termination of this Umbrella Agreement or excuse of performance for a Force Majeure Event or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Obligations under Section 1.7;

(B) Obligations under Section 2.1;

(C) Obligations under Section 7;

(D) Obligations under Section 8;

(E) Obligations under Section 11.1; and

(F) Paying the Total Costs associated with this Umbrella Agreement incurred before default or termination or excuse of performance and paying Total Costs that result from default, termination and excuse of performance.

The provisions of Section 1.8(D), Section 1.8(E), Section 11.2, Section 11.5, Section 11.6, Section 11.20, Section 11.21 and Section 13 and continue to apply to this Section. [Note: Remove ", Section 11.20" if only one Applicant.]

13. Notices

13.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under this Umbrella Agreement must be in writing, delivered personally, sent by electronic mail or sent by certified mail (postage prepaid, return receipt requested) or by a recognized international courier, and addressed to the Party's MPC Project Coordinator as follows:

Utility:
NV Energy
{insert Utility's MPC Coordinator's name}
Physical Address: {insert address or "not applicable"}
Mailing Address: {insert address or "not applicable"}
Telephone No.: {insert number}
Email Address: {insert address}

Applicant:
{insert Applicant's legal name}
{insert Applicant's MPC Coordinator's name}
Physical Address: {insert address or "not applicable"}
Mailing Address: {insert address or "not applicable"}
Telephone No.: {insert number}
Email Address: {insert address}

{repeat for any additional Applicants}

13.2 Additional Notice to Utility. For any notice given by Applicant to Utility under Section 8.6, Section 9, Section 10, Section 12.2, Rule 9, Section A.28, Rule 9, Section A.32.b, Rule 9, Section A.32.d, to review certain CIAC True-up Support or to review certain Total Cost True-up Support, Applicant must also send a copy to:

NV Energy
Attn.: Rule 9 Contract Administration
7155 Lindell Rd M/S B90SD
Las Vegas, NV 89118
Email Address: Rule9department@nvenergy.com

13.3 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 8.6, Section 9, Section 10, Section 12.2 or Rule 9, Section A.28, Applicant must also send a copy to Utility's Legal Department. Notwithstanding Section 13.1, this notice to Utility's Legal Department is not effective if provided through electronic mail and may only be delivered to the following address:

NV Energy
Attn.: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146

13.4 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication required or permitted under this Umbrella Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the date the Party sends the electronic mail provided that Party does not receive a failed delivery notification; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its MPC Project Coordinator or contact information for purposes of the Umbrella Agreement by giving written notice to the other Party in the manner set forth above.

14. Definitions

14.1 Terms Defined in Rule 1. As used in this Umbrella Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Commission; Contribution in Aid of Construction ("**CIAC**"); Customer; Service; Standards.

14.2 Terms Defined in Rule 9. As used in this Umbrella Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Affiliate; Commercially Reasonable Efforts; Estimated Total Cost; High Voltage Distribution ("**HVD**"); Person; Project; Property Rights; Refund; Total Costs; Total Cost True-up; Total Cost True-up Support.

14.3 Additional Definitions. In addition to the terms defined elsewhere in this Umbrella Agreement, as used in this Umbrella Agreement, the capitalized terms below will have the following definitions.

(A) Effective Date: The date this Umbrella Agreement is last signed below. [Note: OR insert a manual date].

(B) Electric System: Utility's underground and/or above-ground communication facilities and electric line systems for the distribution and transmission of electricity.

(C) Force Majeure Event: An event or condition that is beyond the affected Party's control, occurs without the fault or negligence of the affected Party and renders MPC Project performance impossible or impractical. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.

(D) Law: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Umbrella Agreement refers to the Law as amended from time to time unless otherwise specified.

(E) Master Planned Community ("**MPC**"): The property more particularly described in Section 1.1 and Section 1.2 that Applicant is developing, that meets the criteria in Rule 9, Section C.2.a and for which Applicant has applied to the Utility for Service.

(F) MPC Project Coordinator: The individual with authority to act as an agent of Utility or Applicant for purposes of this Umbrella Agreement, as identified in the "Notices" Section.

(G) Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Umbrella Agreement and under the applicable Laws. Any specific reference to a Permit in this Umbrella Agreement refers to the Permit as amended from time to time unless otherwise specified.

(H) Project ID or PID: The identification number Utility assigns to an MPC Project.

(I) Related Agreements: The SHVD Agreement(s) (described in Section 5) and addenda to the Umbrella Agreement (described in Section 4) signed by Utility and Applicant.

(J) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

(K) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules and is attached to the Umbrella Agreement as Exhibit B.

(L) Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric Customers, as those rates, charges, and rules are amended from time to time.

[signature page follows]

UTILITY:

{insert Sierra Pacific or Nevada} Power Company d/b/a NV Energy

By: ____

Printed Name: ________________________________

Title: ______________________________________

Date: ______________________________________

APPLICANT:

{insert Applicant's legal name}

By: ____

Printed Name: ________________________________

Title: ______________________________________

Date: ______________________________________

{insert additional signature block for joint Applicant}

Exhibit A-1
MPC Boundary & Land Use

[Attached]

Exhibit A-2
MPC Load Projections & Schedule

[Attached]

Exhibit B
Rule 9

[Attached]

Exhibit C
Planning Memo

[Attached]

Exhibit D
Addendum to {insert MPC Project Title} Umbrella Agreement

[Attached]

NV Energy

RESPONSE TO INFORMATION REQUEST

DOCKET NO:	26-05007	**REQUEST DATE:**	06-18-2026
REQUEST NO:	Staff 70	**KEYWORD:**	rule 9 HVD agreements generation capacity requirement modification date
REQUESTER:	Danise	**RESPONDER:**	Yocom, Lila (NV Energy)

REQUEST:

Reference: Rule 9 Agreements

Question: Please identify the date NV Energy implemented a provision within the Rule 9 HVD Agreement that requires a customer to execute an agreement for generation capacity, the basis for the requirement, and explain whether NV Energy obtained Commission approval to modify the Rule 9 HVD agreement to incorporate the generation requirement. If NV Energy did not obtain Commission approval to modify the Rule 9 HVD agreement to include a generation requirement, please explain why not and the authority relied upon by NV Energy for such action.

RESPONSE CONFIDENTIAL (yes or no): No

TOTAL NUMBER OF ATTACHMENTS: None

RESPONSE:

NV Energy included a provision in Rule 9 HVD Agreements starting in October 2024 requiring customers to execute a written service agreement to account for generation capacity to meet customers' load requests. Rule 9 contains provisions contemplating NV Energy entering into line extension agreements, including HVD agreements. For instance, Section B of Rule 9 contains provisions dictating the term of an HVD as well as termination of an HVD. While deviation from these provisions would require a Commission approval, the Companies are not obligated to seek Commission approval of line extension agreements, including HVD agreements. Rule 9 agreements may also set out NV Energy's "policies, procedures and practices" (A.34.c Definitions: "Rule 9 Agreements"), as it is now a practice of NV Energy to require written service agreements for large load customers. Further, the Companies' schedules, GS-3 and LGS-3, authorize the Companies to "require a contract for service hereunder for a minimum (T) term of not less than one year."

NV Energy

RESPONSE TO INFORMATION REQUEST

DOCKET NO:	26-05007	**REQUEST DATE:**	08-11-2026
REQUEST NO:	Staff 220	**KEYWORD:**	staff 70 rule 9 HVD october 2024 service agreement generating capacity policies
REQUESTER:	Danise	**RESPONDER:**	Yocom, Lila (NV Energy)

REQUEST:

Reference: Response to Staff DR 70

Question: In its response to Staff DR 70, NV Energy stated that it included a provision in Rule 9 HVD agreements starting in October 2024, requiring customers to execute a written service agreement to account for generating capacity to meet customers' load requests. Please provide Staff with a copy of any policies, procedures, memos, or key decision reports relating to the requirement that NV Energy added in Rule 9 in October 2024, that a large load customer must sign a separate agreement to its Rule 9 agreement to account for generating capacity to serve customer's load.

RESPONSE CONFIDENTIAL (yes or no): No

TOTAL NUMBER OF ATTACHMENTS: None

RESPONSE:

There are not any policies, procedures, memos or key decision reports regarding the requirement for a customer to sign a separate agreement for service. Several changes were made to the Rule 9 HVD template in October 2024 in an effort to protect existing rate payers and in response to unprecedented load requests.

NV Energy

RESPONSE TO INFORMATION REQUEST

DOCKET NO:	26-05007	**REQUEST DATE:**	08-11-2026
REQUEST NO:	Staff 219	**KEYWORD:**	rule 10 service contracts january 1 2018-present; service agreements
REQUESTER:	Danise	**RESPONDER:**	Elicegui, Shawn (NV Energy)

REQUEST:

Reference: Service Contracts

Question: Sections A.1 and A.2 of NV Energy's Tariff Rule 10 require a "service contract" as a condition precedent to service under two circumstances. For the time period of January 1, 2018, through the present, please identify and provide Staff with a copy of any "service contracts" required as a condition precedent to service pursuant to Sections A.1 and A.2. For example, if a customer was required to sign a Rule 9 HVD agreement due to a line extension or facility needing to be constructed, then identify what "service agreement" under Rule 10 NV Energy required the customer to sign to receive service and provide a copy of the same.

RESPONSE CONFIDENTIAL (yes or no): No

ATTACHMENT CONFIDENTIAL (yes or no): No

TOTAL NUMBER OF ATTACHMENTS: Thirteen

RESPONSE:

A. Nevada Power Company's Rule 10 differs slightly from Sierra Pacific Power Company's Rule 10. Both companies interpret Rule 10(a)(1) of their respective rules to make an electric service or supply agreement a condition precedent to receiving electric service when an electric service or supply agreement is either required by a rate schedule (e.g., the Clean Transition Tariff) or when the utility may require such an agreement under a rate schedule. See, e.g., Special Condition 9, Schedule No. GS-4 ("Utility may require a signed, PUCN-approved service agreement for each Customer prior to providing service hereunder."); see also Special Condition

10, Schedule No. GS-3 ("Utility may require a contract for service hereunder for a minimum term of not less than one year.") & Special Condition 10, Schedule LGS-3 ("Utility may require a contract for service hereunder for a minimum term of not less than one year.") Since 2018, the Companies required electric service or supply agreements, which were filed with the Commission, in the following dockets:
19-05006 TMCC Renewable Energy Agreement
19-10012 LV Stadium Events Co.
19-12017 Lumen Group LLC (Google)
20-10007 Callisto Enterprises LLC (Google) SPPC
21-06011 Resorts World Las Vegas LLC
23-08019 MSG
24-06011 Coeur Rochester. Inc.
24-06012 LVCVA
24-06014 Callisto Enterprises LLC

The Companies have also required electric service or supply agreements as a condition precedent under Schedule LGS-3, Schedule No. GS-4 and Schedule No. GS-3. For instance, agreements were required and such agreements were filed with the Commission in the following dockets:
16-10016 Hyperloop Service agreement (LGS-3)
10-04003 Queenstake GS-4 Long term service agreement
05-12008 Turquoise Ridge LTSA
06-11015 Newmont GS-4 LTSA

B. Rule 10(A)(2) could be read in two alternative ways. The term "[s]ervice contracts" in the introduction to Rule 10(A) is not defined. If the term "service" contract is interpreted to mean an electric service or supply agreement (such as the LLESA or the electric service or supply agreements reference above), NV Energy has not required every line extension applicant to sign an electric service or supply agreement. On the other hand, the term service contract can be read to mean a line extension agreement – i.e., a contract for the service of designing and constructing line extension. NV Energy has entered into numerous line extension agreements since 2018, which would be too voluminous to supply in response to this request.

NV Energy

RESPONSE TO INFORMATION REQUEST

DOCKET NO:	26-05007	**REQUEST DATE:**	08-06-2026
REQUEST NO:	Staff 184	**KEYWORD:**	17-11003 TRAN-2 Confidential; update non-confidential public version
REQUESTER:	Sinclair	**RESPONDER:**	Maxfield, Layne (NV Energy)

REQUEST:

Reference: Docket No. 17-11003

Question: Given the confidential timeline has elapsed, please provide a non-confidential public version on Tran-2 from Docket No. 17-11003.

RESPONSE CONFIDENTIAL (yes or no): No

ATTACHMENT CONFIDENTIAL (yes or no): No

TOTAL NUMBER OF ATTACHMENTS: One

RESPONSE:

NV Energy does not have authorization to release customer-specific confidential information included in Technical Appendix TRAN-2 from Docket No. 17-11003. A redacted version of Technical Appendix TRAN-2 from Docket No. 17-11003 with customer-specific information redacted is attached. Docket No. 17-11003, Technical Appendix TRAN-2 has been superseded by subsequent transmission service requests, integrated resource plans, transmission plans and customer load requests, as described in the filings with the Commission.

26-05007 Staff 184

-Docket 17-11003
-TRAN-2
--With the customer names and loads redacted

TRAN-2

NVEnergy

May 2017

Master Transmission Service Plan Tracy Area Load Pocket

Executive Summary

The most quickly emerging load pocket in northern Nevada is the Tracy Area, approximately 20 miles east of Reno. Both the Reno Technology Park ("RTP") and the Tahoe Regional Industrial Center ("TRI Center") sit within the boundaries of this load center. A map showing the current geographic boundaries of the Tracy Area Load Pocket is displayed in Figure 1.

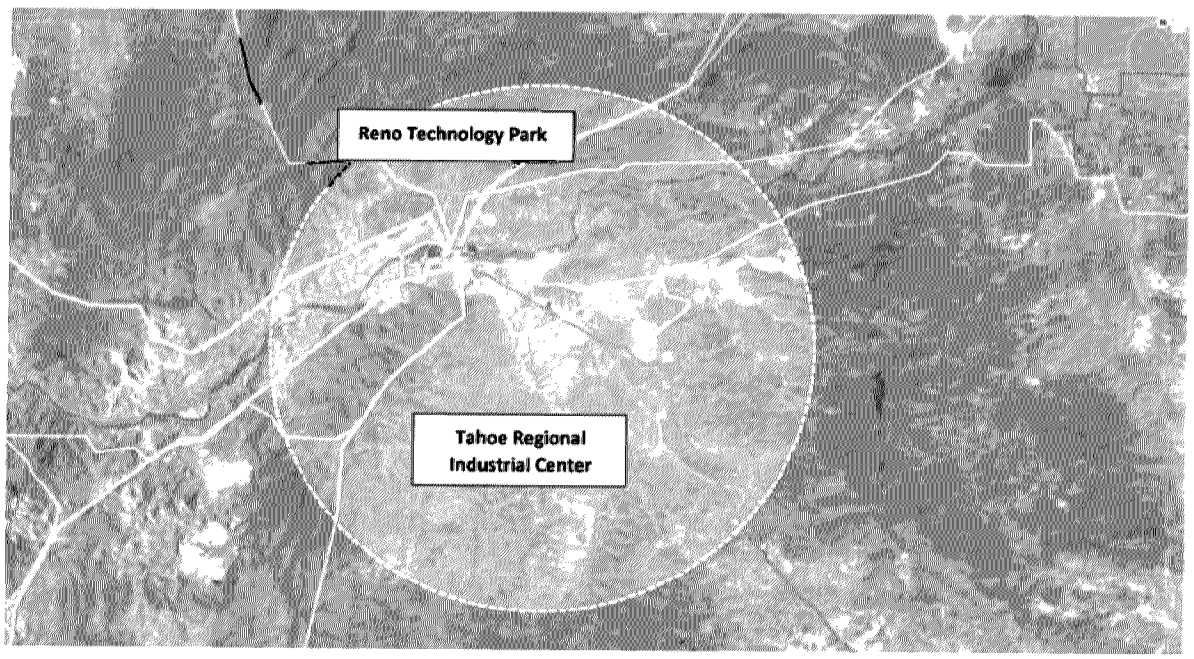

Figure 1: Tracy Area Load Pocket

As can be seen from the map above, the RTP is located across the Truckee River and Interstate 80 from the Tracy Power Station and is home to the fast-growing [redacted] and the proposed Turquoise Solar Generation project. Presently, the RTP is served out of the Patrick and Pah Rah Substations. The footprint for the RTP is approximately 2,200 acres, with up to 1.5 million square feet of data center space. Currently load at the RTP is 30 to 35 MW.

TRI Center is the largest regional commercial and industrial center in Northern Nevada, with a footprint at full buildout of over 107,000 acres. TRI Center is being built out and occupied in phases over several years. Currently the developers of the TRI Center have declared 30,000 acres as "open" to development. As of this date, most of the load in TRI Center is served from the Patrick Substation through single

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overhead radial feeder, the Patrick 24.9 kV 225 line. The transformer at Patrick is rated at 60 MVA and has seen significant growth over the past few years as illustrated in Figure 2 below:

PATRICK SUBSTATION – HISTORICAL LOADING (MVA)							
Year	2010	2011	2012	2013	2014	2015	2016
Installed Transformer Capacity	28	28	28	28	60	60	60
Peak Loading	n/a	18.5	14.9	18.1	19.9	26.6	34.1
Change	-	-	-3.6	3.2	1.8	6.7	7.5
% Increase	-	-	-19.5%	21.5%	9.9%	33.7%	28.2%

Figure 2: Patrick Substation Historical Load Growth

The Patrick 225 line is rated at 900A and is approximately 6.5 miles long with over 32 miles of primary laterals that traverse the TRI Center area. Because the Patrick 225 feeder is not looped to any other circuit or source, operational responses to contingencies are extremely limited, and loss of the Patrick Substation or on any portion of the Patrick 225 will drop some or all of the load within TRI Center. Over 900 service addresses are currently served exclusively from the Patrick 225 line including: [redacted] (all TQS customers), and a number of large eCommerce distribution centers including; [redacted]

The Company has long recognized that as customers are attracted to the Tracy area, additional transmission sources will need to be constructed, not only to serve load growth, but to introduce redundancy, provide transmission service reliability and enable predictive maintenance. Thus NV Energy recently made the decision to construct a new 120 kV line out of the Dove Substation (near Tracy) and construct Chukar Substation in the Northeast corner of the TRI Center. When it goes into service in March 2018, the new 120 kV line and the Chukar Substation will back up the Patrick Substation and distribution feeder, as well as provide capacity to serve additional distribution loads.

Most recently, the plan for serving the Tracy Area Load Pocket has been impacted by announcements from several high-tech, high-usage customers that they are moving forward with major expansions and new projects located within the Tracy Area Load Pocket. These include [redacted] announced expansion of its data facility in the RTP, the next phase of construction at the [redacted] the new Project Meadows, which will be located on land purchased at the south east edge of the current footprint at TRI Center, [redacted] at the south western edge of the current TRI Center footprint. In addition to load from these four individual customers, NV Energy has identified needs for future distribution system capacity within the load pocket. The chart in Figure 3 below shows the projected load growth at [redacted] along with distribution system load growth in the [redacted] within the next three and five years.

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Tracy Area Load Additions		
	MW Demand Near Term 1-3 Years	MW Demand Long Term 3-5 Years
[redacted]	165	337
	153	440
	150	500
	130	380
	20	60
	4	20
Total	622	1737

Figure 3: Tracy Area Projected Load Growth

The peak load in northern Nevada's system is approximately 2200 MW. The load growth represented in the table above is unprecedented in the Northern System. Each successful project will bring additional growth to Nevada and further build on the extensive economic development that has already occurred. Moreover, each time NV Energy successfully deploys cost-effective and reliable service to customers within the Tracy Area Load Pocket, the seed is planted for the next development project.

Master Plan Overview

As is set forth in detail below, based on the most recent information available to date, the following transmission infrastructure projects have been identified and are being proposed to serve up to the first 500 MW of near term load requests in the Tracy Area Load Pocket.

- 120 kV line from Dove to Chukar Substation, 5.21 miles, 3/31/2018
- 120 kV line from [redacted] Load Pocket, 4.8 miles, 5/31/18*
- Comstock Meadows Substation, initially four breakers, to serve Meadows and expandable for future distribution, 12/31/2019*
- Wild Horse Substation, initially four breakers, to serve [redacted] and expandable for future distribution, 12/31/2019*
- 120 kV line from Chukar Substation to Comstock Meadows Substation, 7 miles, 5/31/2019*
- 120 kV line from Wild Horse Substation to Comstock Meadows Substation, 3.8 miles, 12/31/2019*
- Installation of a second 345/120 kV transformer at East Tracy Substation, 5/31/2019 *
- Rebuild of the existing East Tracy to Dove 120 kV line from 954 ACSR to 1020 Drake ACCC, 0.5 miles, 5/31/2018*
- Fold of the existing East Tracy to Brunswick 120 kV line into Dove Substation and rebuild of the section of line between East Tracy and Dove Substation, 0.5 miles, 5/31/2018*
- Installation of 90 MVAR capacitor banks at Chukar, Wild Horse and Comstock Meadows. In service date depends on cumulative loads, no dates set.
  *Subject to change based on contractual agreements and load forecasts of proposed area load.

A map showing the above-identified projects at near-term buildout is set forth below in Figure 4.

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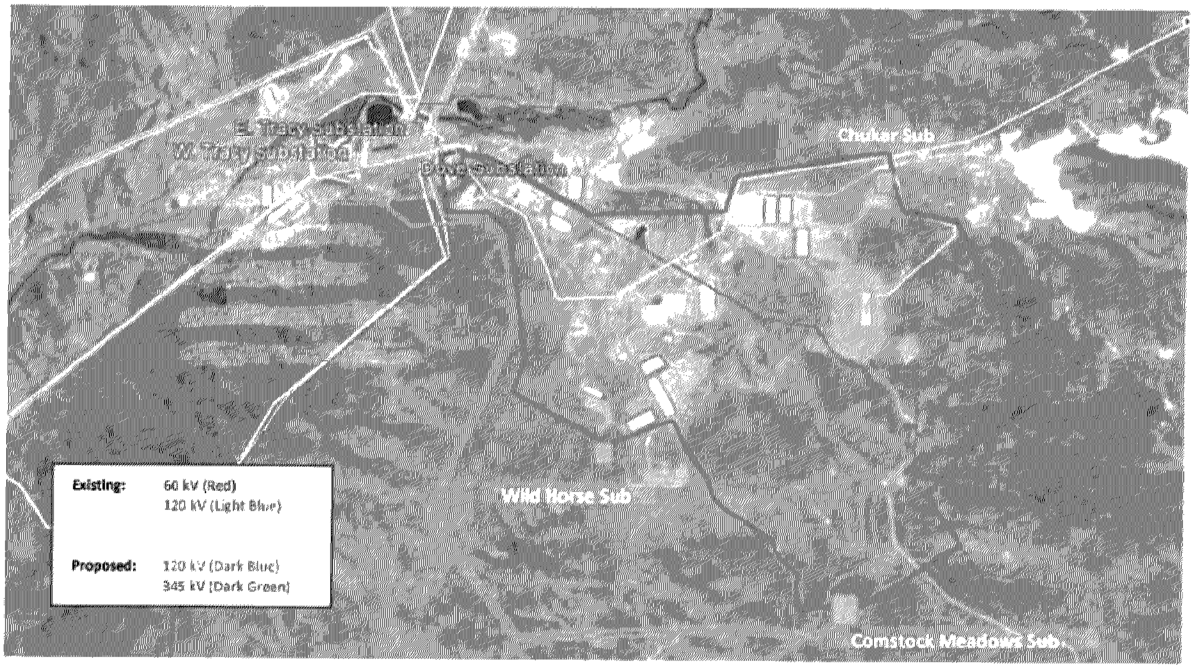

Figure 4: Geographic Overview of Master Plan

Electrically, the Master Plan is illustrated in Figure 5.

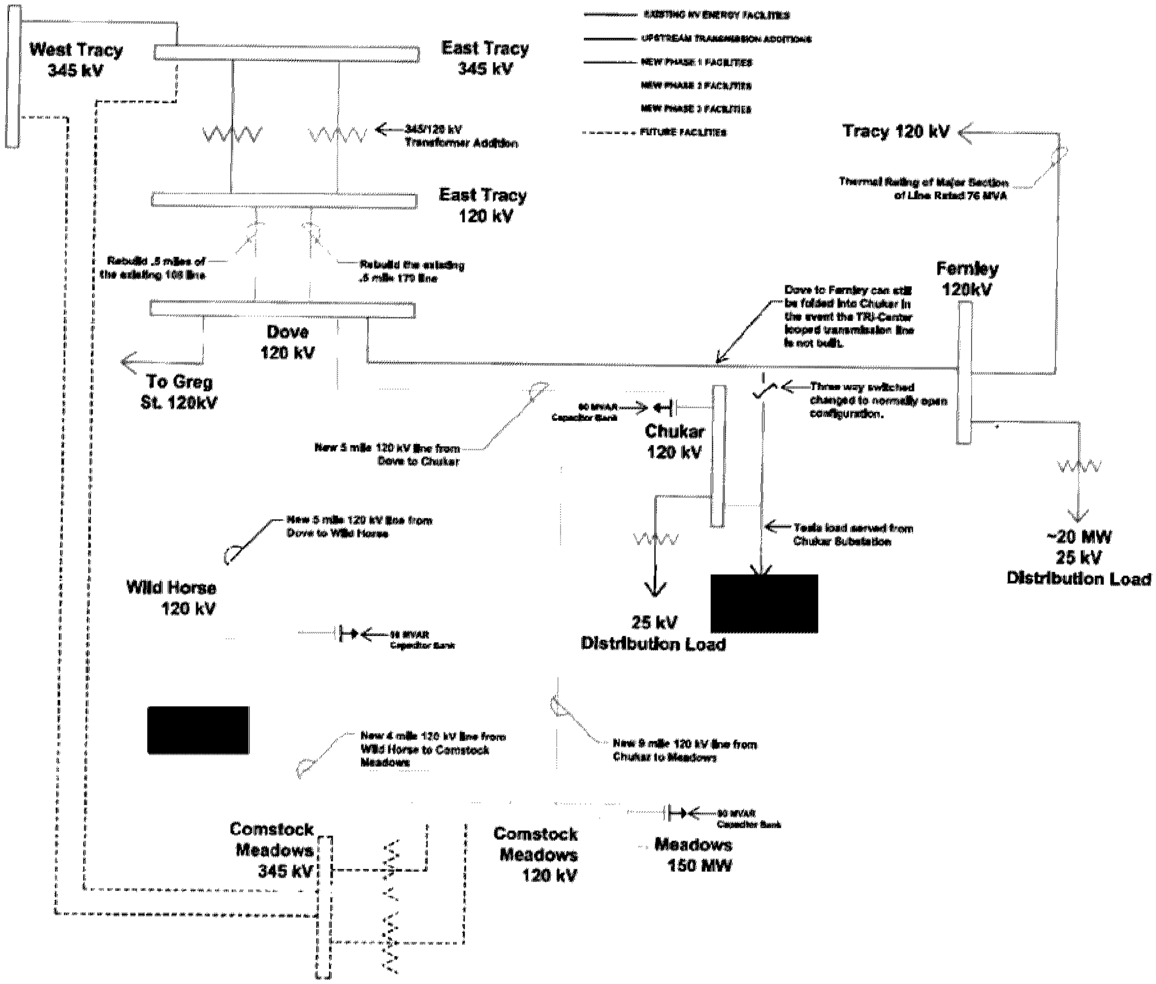

Figure 5: Simplified Single Line Diagram of Tracy Area Master Plan

This transmission loop will wrap 120 kV transmission around the load pocket and create strategic hubs for interconnection of proposed large loads, required reactive support and distribution transformer sourcing. The phasing of each segment of the plan, which as proposed will be completed over the next several years, is set forth in the following pages as well. The plan is sufficiently flexible to be able to accommodate accelerations or delays in the identified needs upon which the plan is based, as well as further expansion of the RTP and TRI Center developments

Background: Planning Transmission Service to Load Pockets

The Transmission Planning department at NV Energy is responsible for strategically planning the transmission system to reliably and cost-effectively meet identified near-term needs, as well as anticipated long-term future needs. The transmission system serves both load and supply, and Transmission Planning must identify and address system needs caused by both load growth (whether

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"normal" residential and commercial growth or requests for large blocks of transmission capability in discrete locations from discrete load additions), and from requests by energy suppliers for generation interconnections and transmission service. Although only one factor impacting transmission planning, load growth tends to be the most demanding. While regional and even local forecasts and trends can assist with the planning exercise, as they impact the transmission system, the specific location, timing and size of load growth are not controllable by the transmission system provider. For this reason, transmission planning requires agility and adaptability to accommodate the unpredictable behavior of load growth.

Load growth tends to concentrate within geographic load pockets. Reno, Carson City and the Carlin Trend are presently the largest load pockets in northern Nevada. As these load pockets developed, Transmission Planning developed service plans that utilize looped high-voltage networks with redundant sources of supply feeding networked substations and feeders. By serving load centers with looped networks, the transmission provider is able to reliably serve all loads within the load pocket, even with the loss of a single element, such as a transformer, transmission line, or reactive device. For Bulk Electric System ("BES") facilities of 100 kV or more, the North American Reliability Corporation ("NERC") requires this level of redundancy under mandated system reliability requirements. In a properly designed networked system, all sources have the ability to offset parallel connections in order to ensure redundant reliability. A single weak link in a transmission system can limit its overall capability.

NERC reliability standards describe load loss under a contingency as either consequential or non-consequential. Consequential load loss occurs when a radial line is the only source to a certain load and the radial line lost. The load dropped under this scenario is considered consequential. Non-consequential load loss generally occurs in a networked system where load is dropped due to low voltage or system overloads. This typically occurs where a weak link in the network has been allowed to develop. With proper transmission planning, these situations are anticipated through simulations and studies and addressed before they actually occur. NV Energy prefers that the transmission system is configured so that all loads are categorized as non-consequential because this allows better performance. However, this requires that all loads be served from two or more sources. Transmission Planning recognizes that this is not always possible, especially in rural areas where long radial transmission and distribution is required to serve small and geographically dispersed loads. However, looped network service is essential for serving load pockets.

In Reno, Carson City and the Carlin Trend, NV Energy has planned for, designed and built looped and redundant networked service. This has been accomplished by creating sub-transmission loops around and inside the load pocket and by reinforcing these loops with Extra High Voltage ("EHV") connections supporting the sub-transmission. The standard sub-transmission voltage in northern Nevada is 120 kV, although some legacy 55 kV and 60 kV sub-transmission systems are still in service. In southern Nevada, sub-transmission voltages are 69 kV and 138 kV. EHV in northern Nevada is 230 kV and 345 kV, with 345 kV being predominant. In southern Nevada EHV is 230 kV and 500 kV, with 230 kV being predominant.

Typically sub-transmission and EHV are planned so that they can be installed in phases as the load pocket grows. For example both the Reno and Carlin Trend systems have both sub-transmission and EHV

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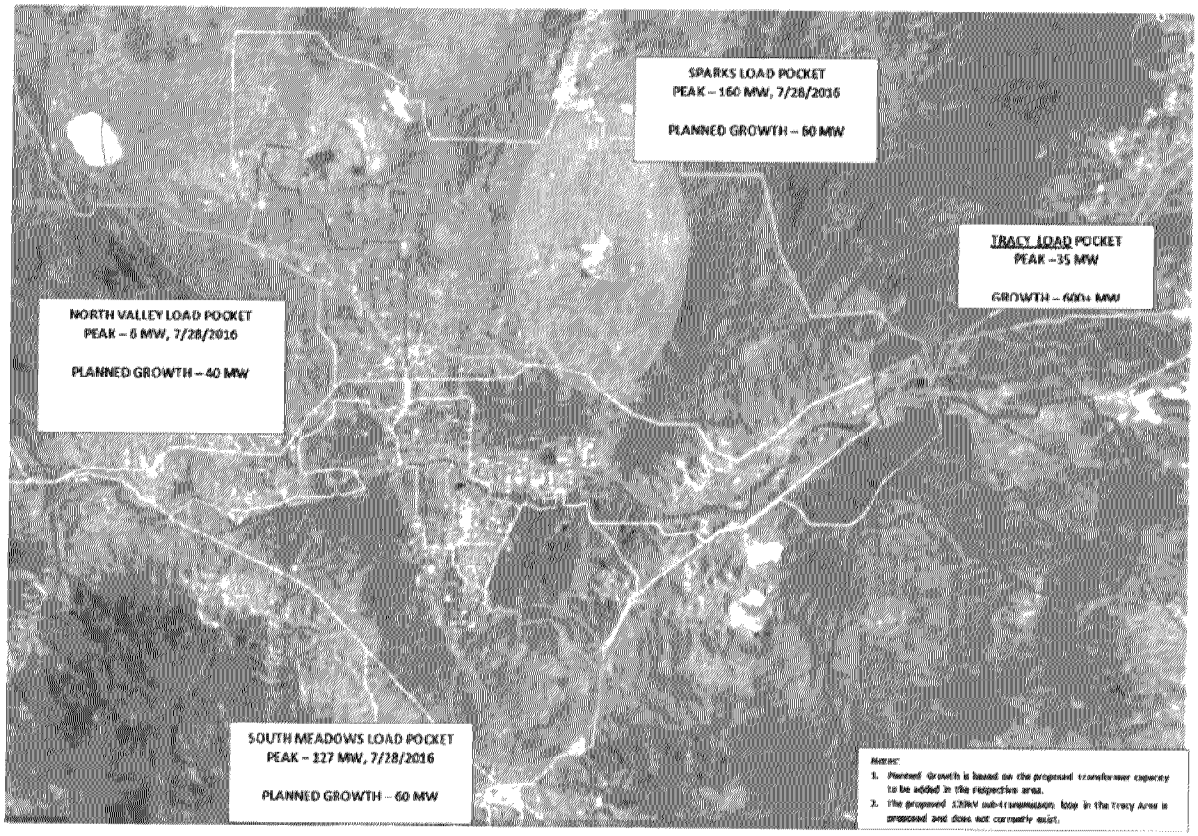
components, while the Carson load pocket is currently served mostly from the sub-transmission network. As the Carson load pocket grows, it will require additional strong sourcing through EHV connections.

Developing Load Pockets



Currently in northern Nevada, existing load pockets, are expected to grow and new load pockets are emerging. The same approach to planning for, designing and building the strategic transmission infrastructure serving existing load pockets should and will be applied to emerging load pockets. The areas identified in Figure 6 are experiencing major and concentrated growth and will require additional

Figure 6: Northern Nevada Load Pockets Experiencing Growth

transmission infrastructure:

North Valleys & Silver Lake Area

Between planned residential developments and announcements of and applications from new commercial loads, the North Valleys and Silver Lake area is expected to grow significantly in the ten year planning horizon. Silver Lake, Sugarloaf and Spanish Springs Substations are all effectively within in the same electrical load pocket, which is sourced from Tracy and the North Valley Road Substation. At this time, there is very little additional sub-transmission capacity out of Silver Lake transformer. Sugar Loaf and Spanish Springs are nearly fully subscribed and the existing feeders have limited capability to back each other up under distribution outages. In addition to the lack of transformer capacity, transmission

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capacity is also limited into this system pocket. At this time, an increase in transmission capacity in excess of 25 MW will require an additional transmission source into Silver Lake Substation.

While not the focus of this planning document or yet the subject of a request for approval of investment, Transmission Planning is reviewing alternatives for developing a phased three source network for serving the North Valleys load pocket. Transmission Planning has identified one alterative, a 120 kV line from Valley Road to Silver Lake, as a potential additional segment of the looped network. Additionally, the site for Red Rock substation is still a viable options for future distribution load growth. NV Energy's Distribution Planning plans to resurrect this substation as well as propose a new substation, Lazy 5, which lies between Sugarloaf and Spanish Springs. Lazy 5 substation will offset loads from both Sugarloaf and Spanish Springs as well as create a third transmission source to each substation. As these loads continue to grow, an additional 120 kV source from Bordertown to Red Rock has also been identified. This plan reinforces the sub-transmission of this load pocket and surrounds it with supporting EHV connections.

South Meadows Area

The South Meadows area is electrically sourced by both Steamboat and Mira Loma Substation. Proposed load growth in this area has already subscribed the entire capability of these two substations. Distribution Planning has proposed to build South Meadows substation with sourcing from the 120 kV line between Steamboat and Mira Loma. This substation will initially have one 60 MVA transformer with the expansion capability for a second. It will initially be dual sourced, but have spare terminal capability for one or two additional 120 kV connections to meet possible future needs.

Tracy Area

From a transmission perspective, even though this load pocket surrounds the largest generation hub in northern Nevada, transmission capability into the specific load center is essentially non-existent. The Tracy transmission hub was originally built as a high voltage generation hub for transmission interconnections to remote load pockets (i.e. Reno and Carson City). The Tracy hub was not originally identified as a source for serving a major adjacent load pocket. Thus currently, the only transmission lines that run through the Tracy area load pocket are the Tracy to Silver Springs 60 kV line (the #603 line) and the Dove to Fernley 120 kV line (the #190 line). Neither of these transmission facilities is capable of providing networked service to the Tracy load pocket because any substation connected to either line is limited by the weak sourcing of the downstream interconnection: Silver Springs from the #603 line, or Fernley from the #190 line. Neither Silver Springs nor Fernley substations are sufficiently interconnected or served by sufficient resources that they can themselves support a major load pocket.

In preparation of serving the load pocket, NV Energy acquired land rights for the sub-transmission loop that would be needed to serve TRI Center. The land rights, originally acquired in 2003, included three potential substation sites (Canyon, Chukar and Quail Substations) along with the necessary 120kV lines to source each of the substations. In 2006, a portion of the land rights, including the Canyon Sub site, were expanded due to development in TRI Center. Additional modifications to the land rights to support the sub-transmission loop and construction of Tesla's Gigafactory were made in 2014 and 2015. In early 2017, the sub-transmission loop land rights were once again expanded to the routes that are being proposed for the Master Plan. The history of these land rights are indicated in Figure 7 and support NV Energy's long-range service for the Tracy Area Load Pocket.

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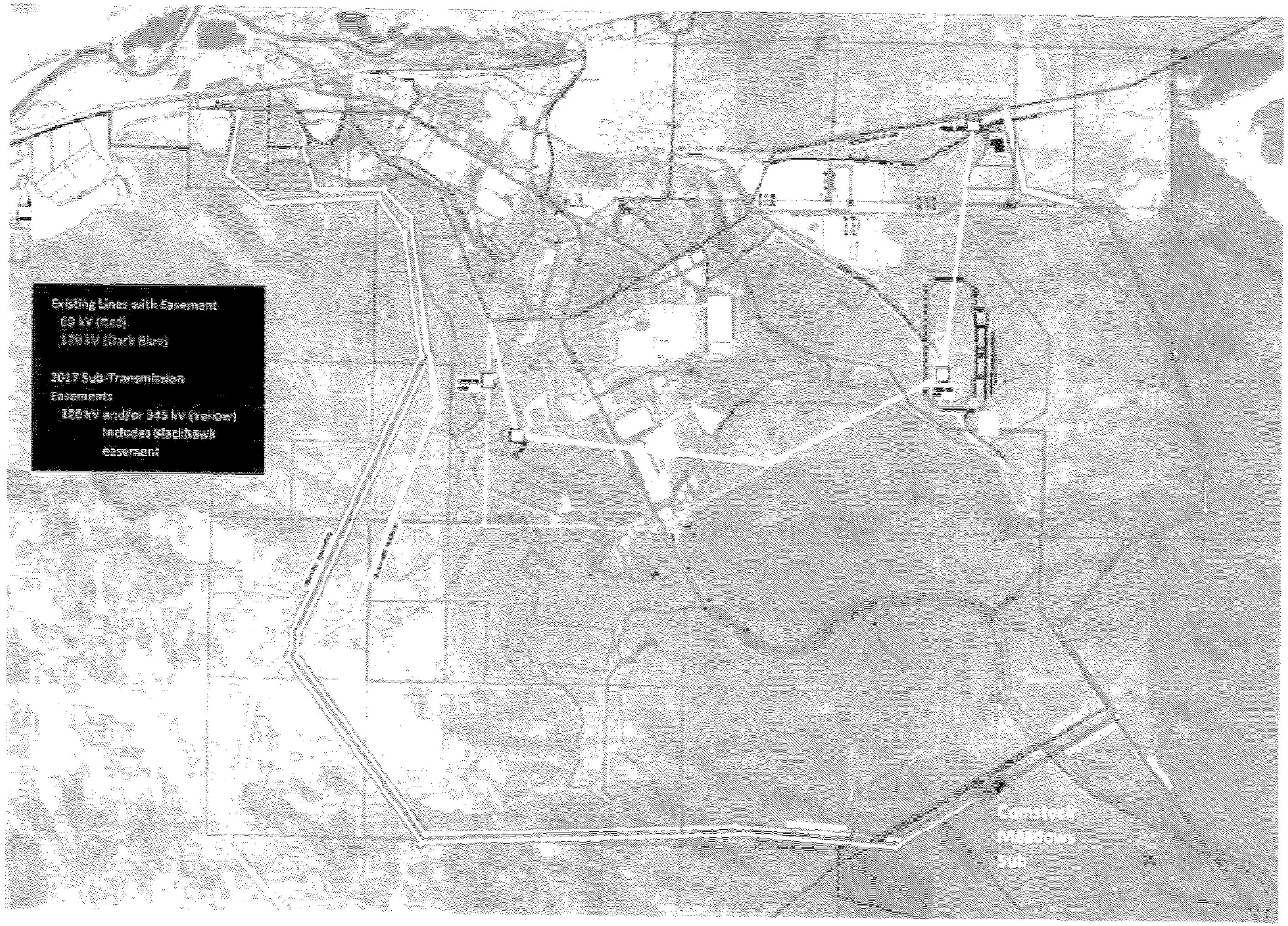

Figure 7: Geographic Representation of Easements for Long Term Tracy Area Master Plan

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As the Tracy Area Load Pocket has developed, Transmission Planning has continued to develop a plan to design and construct a sub-transmission network that will not only provide transmission capacity, but establish the needed reliability and redundancy to adequately serve both distribution and transmission loads. Over time the plan has been modified to reflect changes in the specific location, timing and size of load growth within the load pocket.

Study Plan/Approach

NV Energy has executed Engineering Study Agreements with all four of the large customers listed on page 2 and has established individual transmission service solutions capable of serving each customer individually. In each of the individual transmission service plans, NV Energy has designed a "minimum to serve" solution in which the customer takes service at 120 kV, with a step down within a customer owned substation to provide distribution voltage throughout the individual customer's campus. Each load addition was studied individually in additive sequence of request to ensure that service could be provided regardless of other applicant actions.

These individual service plans were then examined together with the identified needs for capacity and reliability of the distribution system customers located within the RTI and TRI Center. Therefore the Tracy Area Master Plan takes into account all of the currently identified load and load growth in the area. This exercise was performed in order to identify networked transmission solutions for serving not only the individual customers identified above, for the Tracy Area Load Pocket as a whole. Because the large loads being studied apply significant reactive loading to the system and would degrade the overall system voltage if not corrected, Transmission Planning identified the need for capacitors at new hubs around the network to provide reactive support near the large loads where they will be the most effective.

Once the most technically suitable and cost effective network solutions were identified, the individual service plans were re-evaluated, with each customer's interconnection providing the foundation for the next. Using this approach, Transmission Planning was able to identify opportunities for eliminating redundant elements of the individual service plans, for increasing transmission system reliability, and providing expansion capability going forward. Phases were identified to ensure adaptability and flexibility in the event one or more of these customers accelerates or slows their individual project.

The result is a cohesive yet flexible cost-effective solution for providing networked transmission service within the fast-growing Tracy Area Load Pocket. The detailed phasing and explanation of this solution is provided in the Master Transmission Plan for Serving the Tracy Area Load Pocket.

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Master Transmission Plan for Serving the Tracy Area Load Pocket

In this section Transmission Planning describes each proposed phase of the Master Plan including scope and timing, as well as factors that impact the timing of each phase. Also included in each discussion is a description of cost and cost responsibility that is proposed based on the upgrade classification. The upgrades are represented in phases that build upon each other to complete the proposed 120 kV transmission loop. The analysis identifies the reduced facilities and increased reliability of the proposed plan, as well as the reduction in redundant facilities and costs associated with the Master Plan approach as compared to the individual buildout of facilities.

Phase 1 – Dove to Chukar 120 kV Line

Phase 1 of the Tracy Area Master Plan constructs a 5.0 mile 120 kV line from Dove Substation to the new Chukar Substation. As was described above, the Chukar Substation was justified based on increased distribution load growth in the TRI Center area, and to provide a much-needed backup to the Patrick 225 distribution feeder. Recall that the Patrick 225 is currently is the only source serving TRI Center.

Chukar Substation was initially planned to be connected on the existing 120 kV line between Dove and Fernley Substation, at a site just west of the existing [redacted] The [redacted] provides service only to [redacted] and supplies no support to TRI Center distribution system. Any fault on the Dove to Fernley 120 kV line results in dropping not only the entire line but also [redacted] load as consequential load loss. The configuration of the existing temporary service to [redacted] is illustrated below in Figure 8.

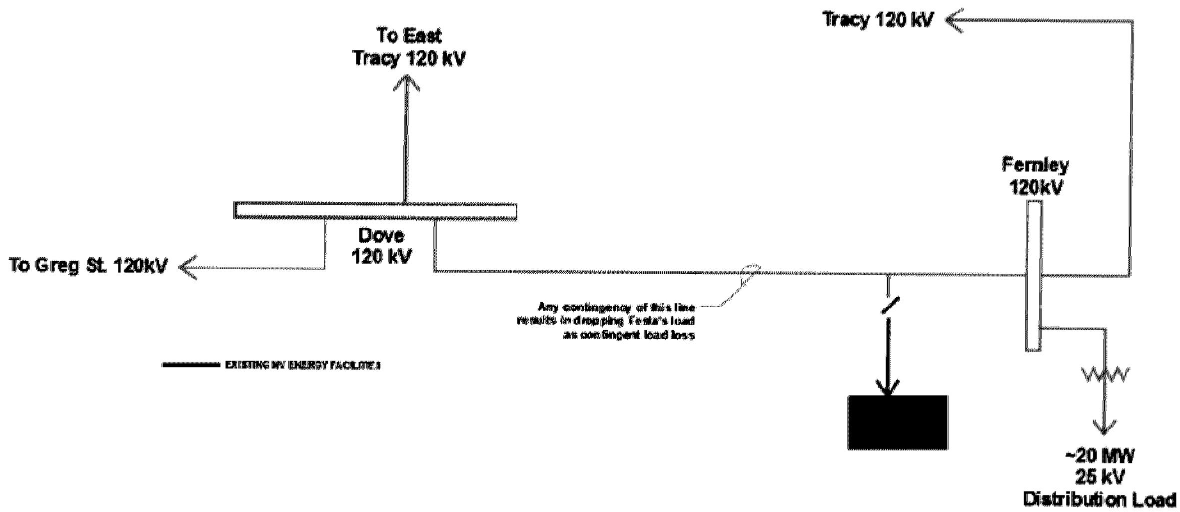

Figure 8: Existing Tesla Service

An alternative for the incorporation of Chukar to the preferred Phase 1 transmission system solution were examined. An alternative would be to fold the existing Dove to Fernley 120 kV line into Chukar Substation.

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[1] The Tesla Tap was completed in September 2015 to fulfill Tesla's request for up to 53 MW of service pursuant to a High Voltage Distribution Agreement, executed July 2015.

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This solution would provide additional capacity to serve distribution load within the Tracy Area Load Pocket, and [redacted] would continue to be served exclusively from The [redacted]

This alterative cannot provide a long-term transmission solution for meeting either distribution system loads [redacted] requirements, as it does not meet NERC Reliability standards. While the Chukar Substation would create a new isolation point within the system, any fault occurring between Dove and Chukar would require feeding both the Chukar distribution load and [redacted] off of the weak Fernley system. Under this contingency the combination of [redacted] and Chukar Substation loads that could be served from Fernley would be limited to approximately 50 MW. Load in addition to this amount results in unacceptable voltage (below 0.90 per unit) and thermal overloading of the Fernley source from Tracy. Thus, due to unacceptable low voltage and system overloads under a contingency event on the Dove to Chukar leg of the 120 kV line, this option would not meet NERC Compliance standards; nor would it meet the contractual requirement to serve [redacted] under the Rule 9 agreement.

Timing of a long-term solution has been driven by the timing of identified load growth. While [redacted] load has been at only [redacted] the above-described configuration has served as an interim solution for Tesla, while allowing the installation of Chukar Substation so that transmission support can be provided to the TRI Center distribution system. However, when the combined loads of Tesla and Chukar distribution load approach 50 MW, a second strong source from Dove will have to be constructed.

This alternative is illustrated below in Figure 9:

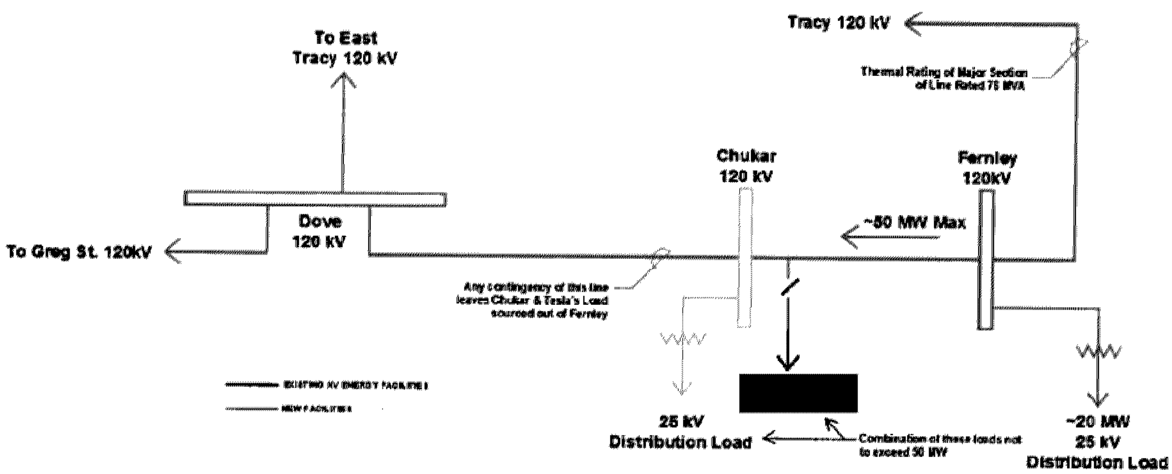

Figure 9: Chukar on Dove to Fernley with Existing Tesla Tap in Place

The alternative analyzed would provide transmission support to the TRI Center distribution system by still installing Chukar substation on the Dove to Fernley 120 kV. However, because of the limitations described above, the second strong source from Dove would be built not to Chukar but [redacted] This interconnection configuration satisfies the criteria of an individual service plan for [redacted] contemplated in Rule 9. In this

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configuration [redacted] would be served directly from Dove and the [redacted] would remain open in normal operations. [redacted] would receive radial service from Dove and limited redundant service from Fernley in the event of a fault on Dove to Tesla line. However, the TRI Center distribution system would continue to be limited to a fault on the Dove to Chukar line from the relatively weak Fernley source. This alternative is illustrated below in Figure 10:

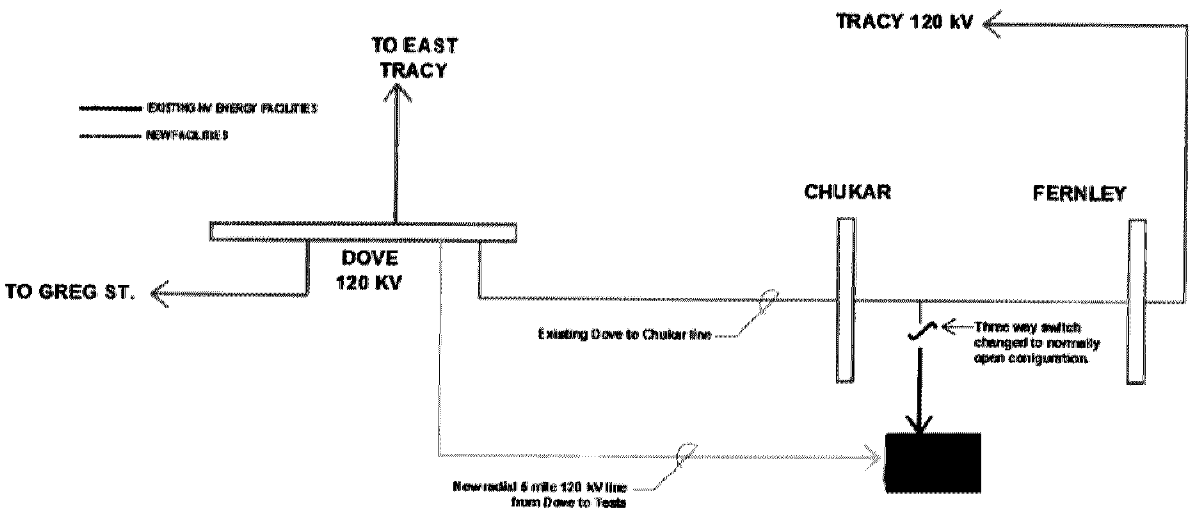

Figure 10: Radial Service to Tesla from Dove

While providing an acceptable service plan for meeting [redacted] contracted load under Rule 9, this configuration does not satisfy the requirements of the distribution system load to be fed out of Chukar. Additionally, it sources 165 MW of load with no transmission redundancy. This solution does not strengthen the network of the load pocket. Thus Transmission Planning rejected this alternative.

A second alternative analyzed would continue to provide transmission support to the TRI Center distribution system by still installing the Chukar substation on the Dove to Fernley 120 kV. However, rather than constructing a second radial line from Dove to [redacted] a second strong source would be built from Dove to Chukar. [redacted] service then would be transferred from the [redacted] to the Chukar Substation. The [redacted] would continue to function as an emergency second source into the Chukar substation, but the switch between Chukar and the [redacted] would normally operate in an open configuration. This alternative is illustrated below in Figure 11:

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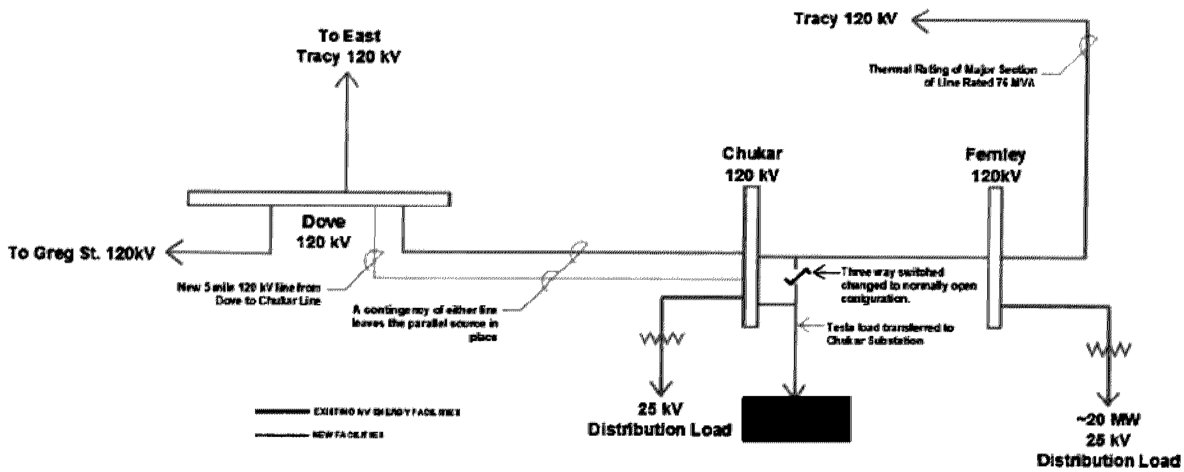

Figure 11: Tesla Served from Chukar with Additional 120 kV Source from Dove to Chukar

This configuration serves the needs for both [redacted] and Chukar Substation, but results in parallel facilities between Dove and Chukar. Under maintenance conditions of one Dove to Chukar line and the loss of the other or the loss of both lines under fault conditions, load shedding protection would be required due to the weak Fernley source.

Simultaneous with the Chukar plans, [redacted] of load service under an Engineering Study Agreement. The solution for this load service, when considered as an individual system addition, was to build a radial line out of Dove Substation directly [redacted] This line would pass by the Chukar substation. In the future, it could be folded in and provide the dual sourcing between Dove and Chukar. Doing this serves the same purpose as the second line described in the above section.

As both the [redacted] and the Chukar substation design progressed, it became clear that both of these projects require the same solution - a strong source out of Dove substation that is not impeded by the weak Fernley source under a contingency. Due to the amount of load Tesla was proposing and the proposed loads both south of Dove and south of Chukar, Transmission Planning identified the continued need for a master plan concept that incorporates all of these proposed loads in a phased approach. The plan would propose to loop additional sources around the TRI Center Park. This situation is described below in Figure 12:

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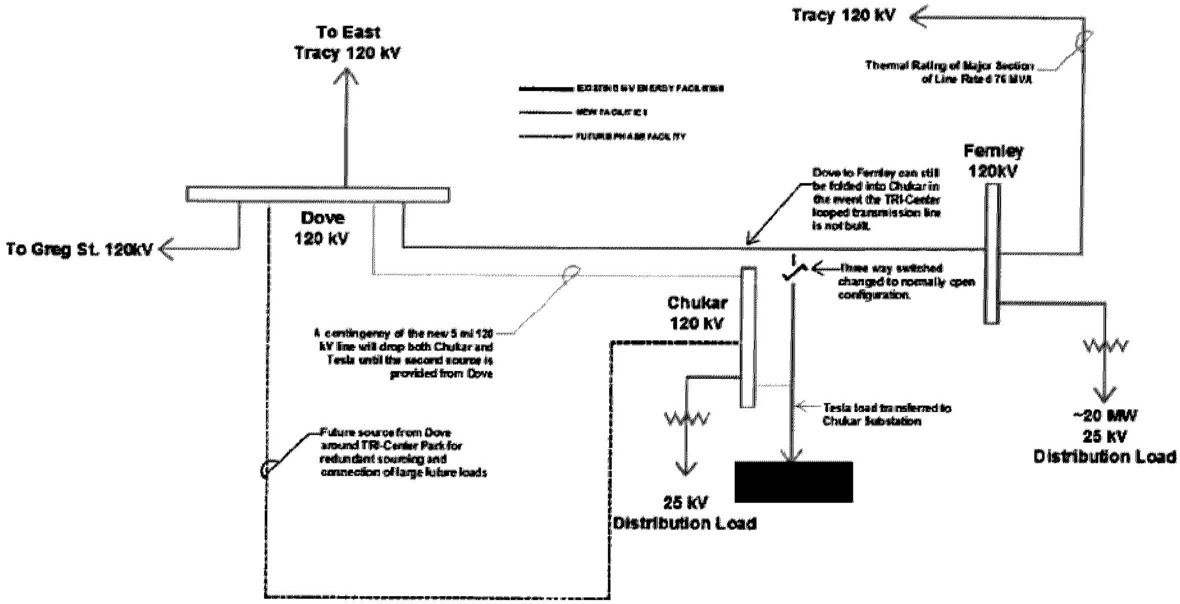

Figure 12: Chukar and Tesla Radially Served from Dove with Planned 120 kV Loop

The proposed Dove to Chukar line for both the Chukar Distribution Substation and [redacted] service creates the following initial phase savings: of:

- Eliminate need for the 190 OPGW addition, savings of $375,000
- Eliminate need for 190 fold Lands, savings of $170,000
- Eliminate need for a portion of the Environmental cost associated with the fold and single permitting application, savings of $186,500
- Eliminate need for 190 Line fold, savings of $595,000
- Initial Phase 1 Chukar savings is estimated to be $1,326,500

More important, the Master Plan phasing would either significantly delay or eliminate the need to build the future phase to Chukar (delineated with the dotted red line) by using the new, higher-capacity radial line to serve Chuka[redacted] The estimated savings of eliminating the second strong source to Chukar from Dove is estimated to be $9.2 million. Additional benefits include a stronger source to serve future loads and preserving valuable terminal positions at both Chukar and Dove substations.

This configuration does result in Chukar and [redacted] initially being radial out of Dove Substation. Under this configuration, the loss of this line will drop both loads. This will be the case until the future phase of the Master Plan is built that loops a second source through TRI Center to Chukar. Under this scenario, the Company avoids the expense of folding the Dove to Fernley line into Chukar and limitations associated with the Fernley source.

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Phase II – Dove to Switch 120 kV Line

[redacted] has built a data center in the TRI-Center Park that is currently served out of the Patrick Substation and off the Patrick 225 via the 24.9 kV distribution system. [redacted] will outgrow the distribution system's service capability once it exceeds [redacted] Transmission Planning has performed analysis of the addition of up to [redacted] load at the Switch Data Center.[2] The minimum to serve solution for serving just the [redacted] load is a radial 4.8 mile 120 kV line from Dove Substation to the [redacted] This configuration, showing the results of designs that would only satisfy the individual service plans [redacted] is shown below in Figure 13.

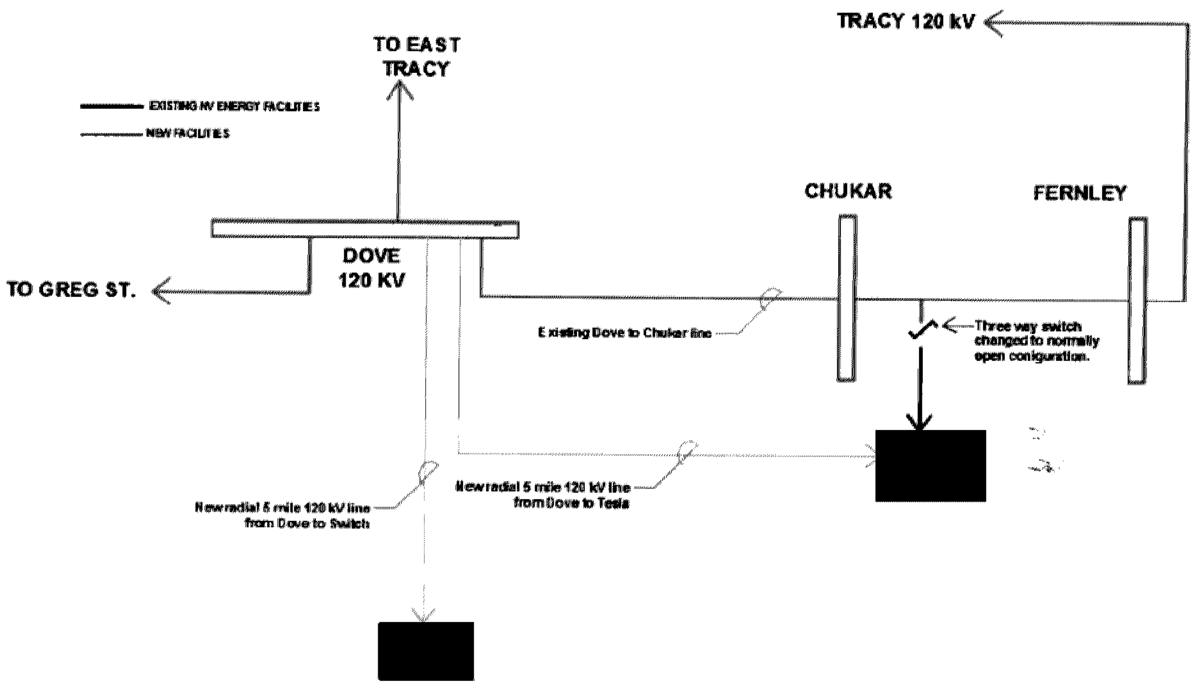

Figure 13: Individual Radial Service to Both Tesla and Switch

Transmission Planning is proposing an alternative to the individual service plan configuration shown above. Instead, Transmission Planning is proposing that the Dove to [redacted] line and terminus be reconfigured and constructed to serve three purposes: providing transmission service to [redacted] load, establishing new transmission support for the TRI Center distribution system, and functioning as a segment of the Master Plan 120 kV loop. A line route has been developed to run adjacent to a site that has been identified for a future substation called Wild Horse[3]. The Wild Horse substation will be

[2] Load request, as determined by Switch.
[3] Preliminary site has been identified but not finalized. Final siting will occur when Switch's connection needs are finalized as well as the distribution service planned form Wild Horse Substation.

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configured to meet identified needs on the distribution system, as well as [redacted] feeder requirements. The proposed configuration is displayed in Figure 14 below:

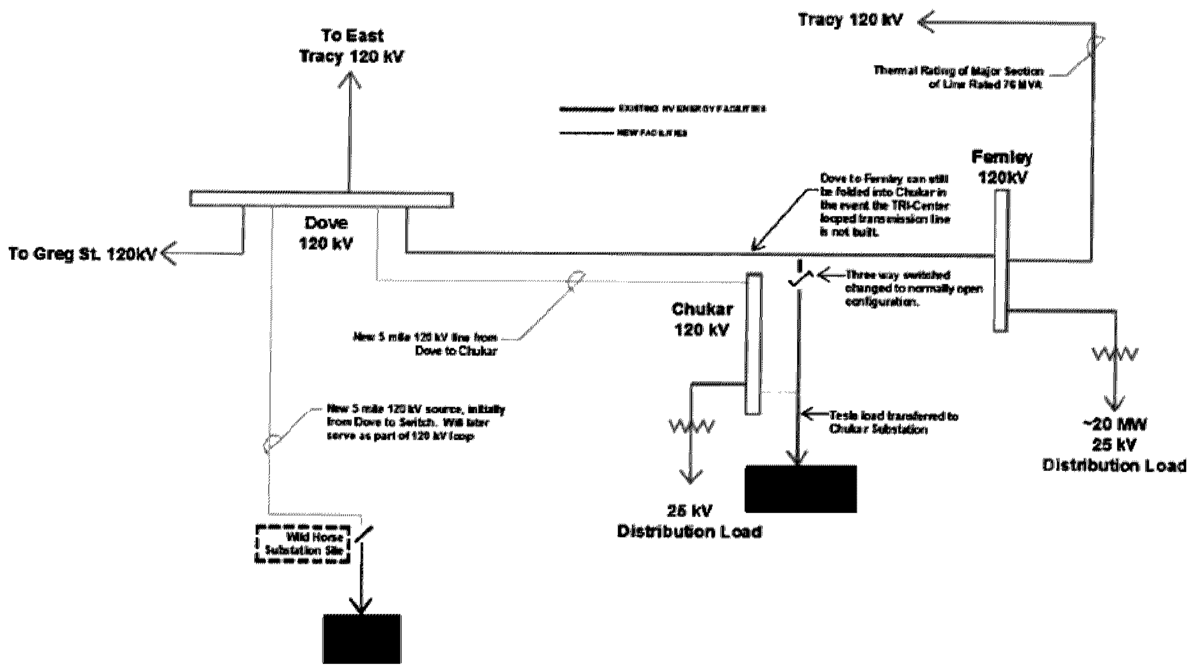

Figure 14: Incorporation of Switch 120 kV line into Tracy Area Master

The 120 kV loop will continue from the [redacted] Site back to Chukar Substation as shown in Figure 15.

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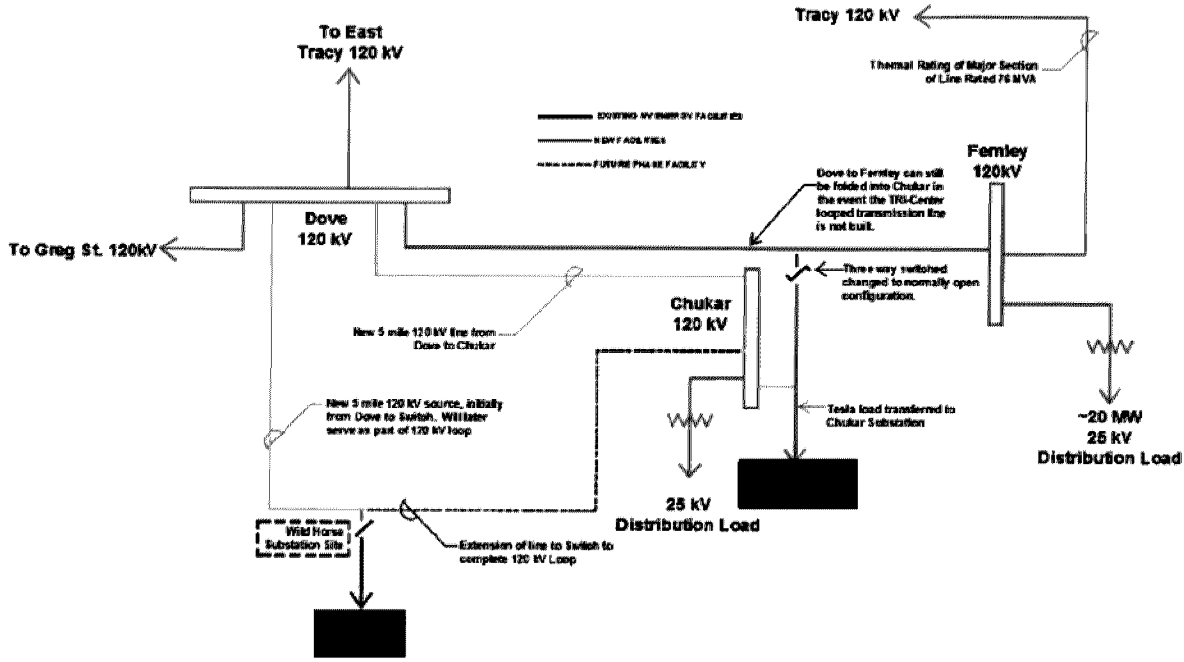

Figure 15: Completion of 120 kV Loop from Wild Horse Site to Chukar

The proposed Dove [redacted] line does not have any cost savings until the Meadows project and/or looping occurs as described the next section.

Phase III – Switch/Wild Horse to Comstock Meadows to Chukar 120 kV Lines

Project Meadows has proposed a large data center southeast of the Switch Data Center. The customer executed an Engineering Service Agreement for NV Energy to study up to a 500 MW load addition. The load was studied from an initial 150 MW phase up to 500 MW. Meadows is currently not interconnected to NV Energy's system.

Transmission Planning Study has specified the minimum to serve option to be a radial 10 mile 120 kV line out of Dove Substation. However, this customer has requested a minimum of two sources to their substation. In order to meet this level of reliability, Transmission Planning has identified the minimum to serve solution as an additional new 7 mile 120 kV line out of Chukar Substation that will connect to a new substation called Comstock Meadows. This solution requires that the radial line built fo[redacted]be folded into Chukar Substation and that the existing line from Dove to Chukar would be rebuilt to a larger

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conductor size to accommodate the new loads at [redacted] and Meadows. This configuration, along with the stand-alone solution fo[redacted]s displayed in Figure 16below.

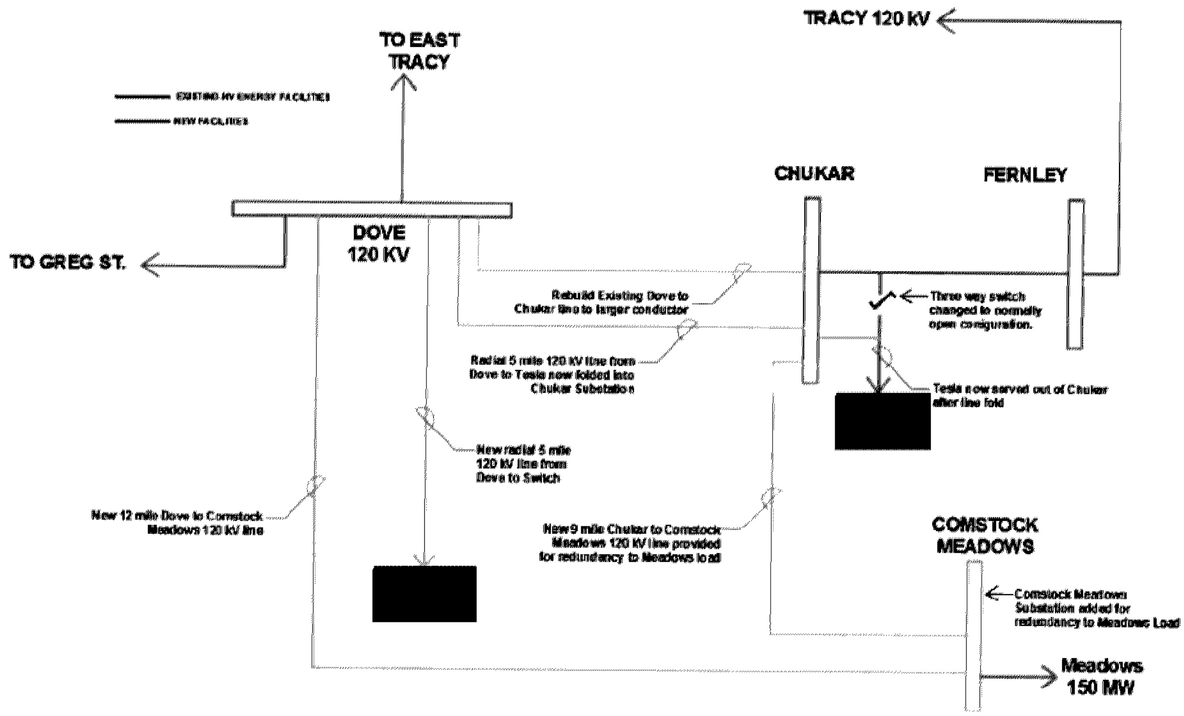

Figure 16: Individual Service Plans for Tesla, Switch and Meadows

Under the Master Plan for this load pocket, Transmission Planning identified that the first 150 MW of Meadows load be served radially out of Chukar Substation with a 7 mile 120 kV line. This does not meet the redundancy required by the customer due to the single radial source. The configuration is shown in

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Figure 17 below:

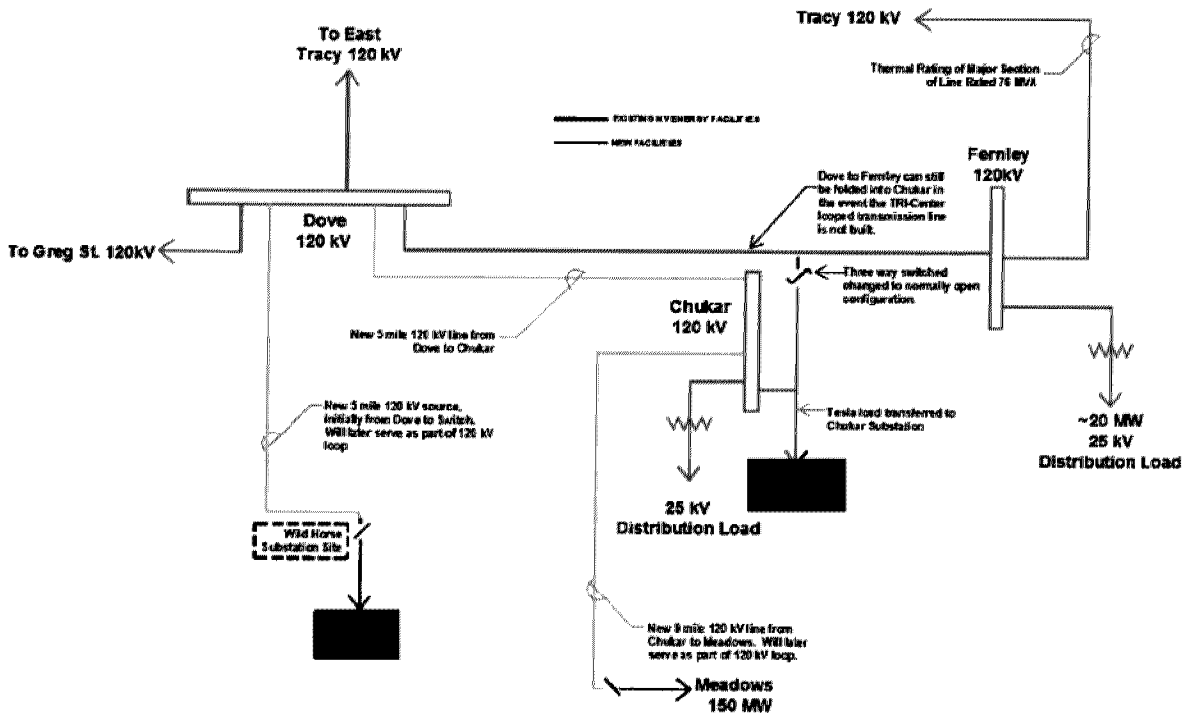

Figure 17: Radial Service to Meadows under Master Plan Approach

This southern area of the TRI-Center Park has been specified as a potential site for a new distribution substation as well. The planned substation is named Comstock Meadows and would provide load service to several acres of developable land. This area is right off of USA Parkway and will see significantly increased traffic once the parkway has been built. An industrial park development has also been proposed in this area. Additionally, Meadows has requested a minimum of two sources for their reliability needs. The proposed plan for this interconnection is to complete the 120 kV loop by adding a four breaker Wild Horse Switching Station and the Comstock Meadows Substation. This configuration is shown in Figure 18 below:

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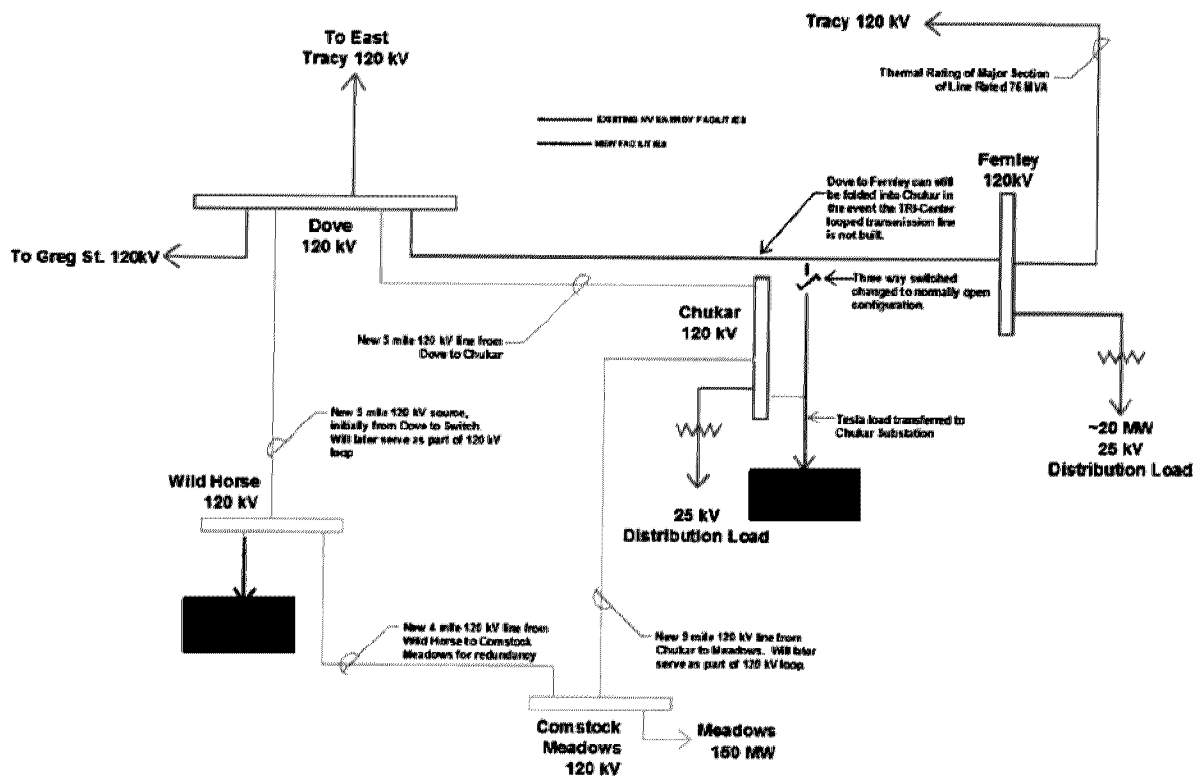

Figure 18: Redundant Sourcing to Meadows Load under Master Plan Approach

This configuration will provide redundant sourcing to the distribution loads at Chukar, Wild Horse and Comstock Meadows Substation. The large 120 kV loads at [redacted] will also be redundant with two sources. This is important for not only reliability, but also for system stability.

The resource adaption required for dropping hundreds of MW simultaneously under a single contingency creates a large mismatch in the system. This will require the reduction of several generators to meet the balancing area interchange.

As the last applicant to be added to the proposed looped system, the Meadows project will require fewer upgrades given they have already been installed under the Master Plan. Specifically, the following upgrades are either eliminated or reduced that were proposed as part of the radial 150 MW service:

- Reduced 120kV line & OPGW due to [redacted] project, savings of $4,930,000
- Eliminate need for 120kV Dove Terminal, savings of $1,505,000

For the required second source to Meadows, the following upgrades are no longer required:

- Fold of the 191 line into Chukar, savings of $600,000

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- Chukar expansion for the 191 fold, savings of $1,340,000
- Total of $1,940,000 in savings

It should be noted that the addition of the Wild Horse Switching Station is not required to extend the Dove to [redacted] line to Comstock Meadows. As proposed, Wild Horse is primarily to allow multiple 120kv Feeders to [redacted] and the installation of a capacitor bank for reactive support. Absent this need by [redacted] a three-way motor operated switch could be installed that would provide dual sourcing to [redacted] reduce outage duration[4] for faults on the Dove [redacted]-Comstock Meadows line, minimize future outages to [redacted] when Wild Horse Switching Station is installed and [redacted] is re-terminated into Wild Horse. Additionally, the estimated cost for Wild Horse of $6,140,000 could be delayed until needed by either [redacted] or area distribution service.

Upstream Transmission System Upgrades

As loads are added to the 120 kV system, upstream transmission upgrades are required to support the growth. Components of these upstream transmission system upgrades require 345 kV infrastructure. Approval for installation of these facilities will be identified in a future Integrated Resource Plan Filing. The following transmission upgrades have been identified along with the individual load additions.

- Addition of a 345/120 kV transformer at East Tracy Substation – This upgrade is required to alleviate overloads on the existing 345/120 kV substation under system contingencies.
- Rebuild the .5 mile 120 kV East Tracy to Dove #179 line – This upgrade is require to alleviate overloads on the #179 line under system contingencies.
- Fold the existing East Tracy to Brunswick 120 kV line into Dove substation and rebuild .5 miles of line between East Tracy and Dove – This upgrade is required to alleviate overloads of the Greg St. to Dove line and low area voltage under system contingencies.
- Three 90 MVAR Capacitor Banks at Comstock Meadows, Chukar and Wild Horse Substations – The large load additions result in degradation to the area voltages. These capacitor banks are required to support the area voltage by providing reactive support to the 120 kV grid.
- Future 345/120kV transformers at either Comstock Meadows, Naniwa or Chukar depending upon where the loads materialize.

These upgrades are displayed in Figure 19 below:

[4] Outages to Switch would still occur for a fault on the Dove to Comstock Meadows line but would be significantly reduced due to the 3-way motor-operated switch.

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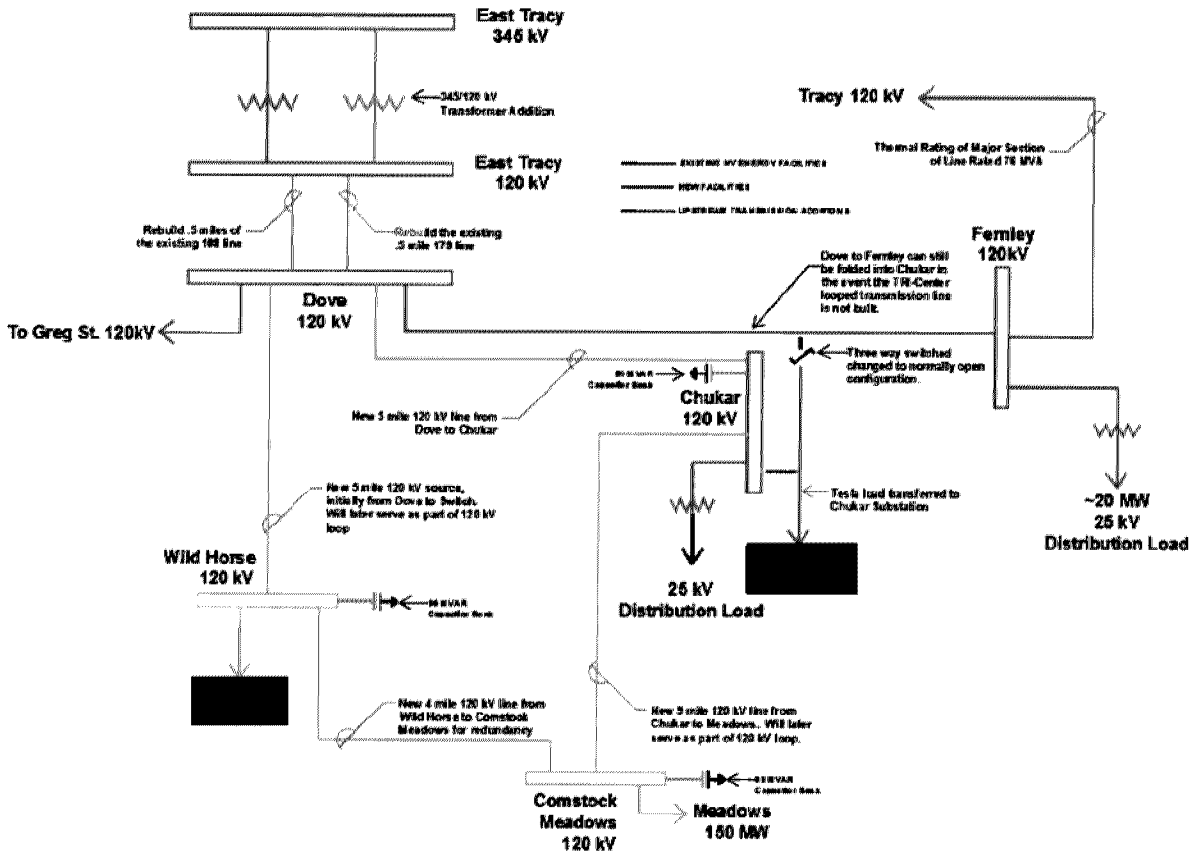

Figure 19: Inclusion of Upstream Transmission Upgrades in Master Plan

Comparison and Preferred Action Plan

As shown in Figure 20 below, the individual plans for each load addition results in parallel facilities and upgrades that would not be required under a collaborative Master Plan for the entire Tracy Area. It also shifts cost responsibility to the Applicants given the individual plans are radial in nature and initially classified as High Voltage Distribution rather than Transmission. Below are the benefits provided by the Master Plan approach:

- **The rebuild of the Dove to Chukar line would not be required if the Dove to Fernley line is not folded into Chukar Substation.**
- **The 4.8 mile radial line to Switch could be extended to Comstock Meadows and eliminate the need for the 4.8 miles of the line between Dove and Comstock Meadows. It may also be a shorter route, reducing the overall line length and cost.**
- **In this configuration, redundant sourcing is provided to Comstock Meadows and Chukar Substation, but [redacted] is left radial out of Dove substation where a single contingency can drop up to 153 MW of load off the system.**

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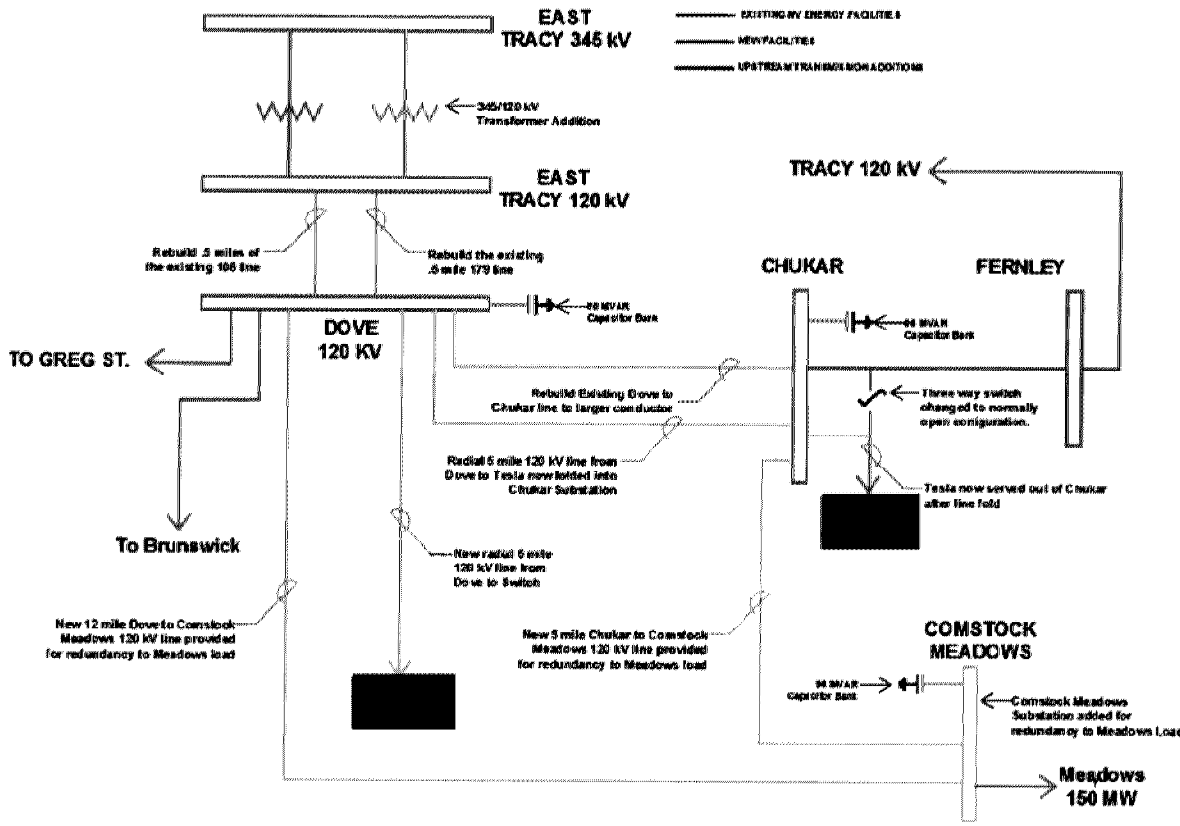

Figure 20: Service to Tracy Area under Individual Service Options

The Master Plan approach follows the same methodology used in historical system planning. It creates a 120 kV sub-transmission loop around the load pocket with multiple hubs for sourcing pocket load. It also creates isolation between strong and weak areas of the system which reduces the quantity of facilities as well as provides redundant transmission sourcing to all substations within the network. This preferred action plan accomplishes the requirements of a networked system with increased transmission system reliability and the ability to analyze and perform predictive transmission maintenance. The Master Plan to the Tracy area load pocket with upstream transmission upgrades is displayed below in Figure 21.

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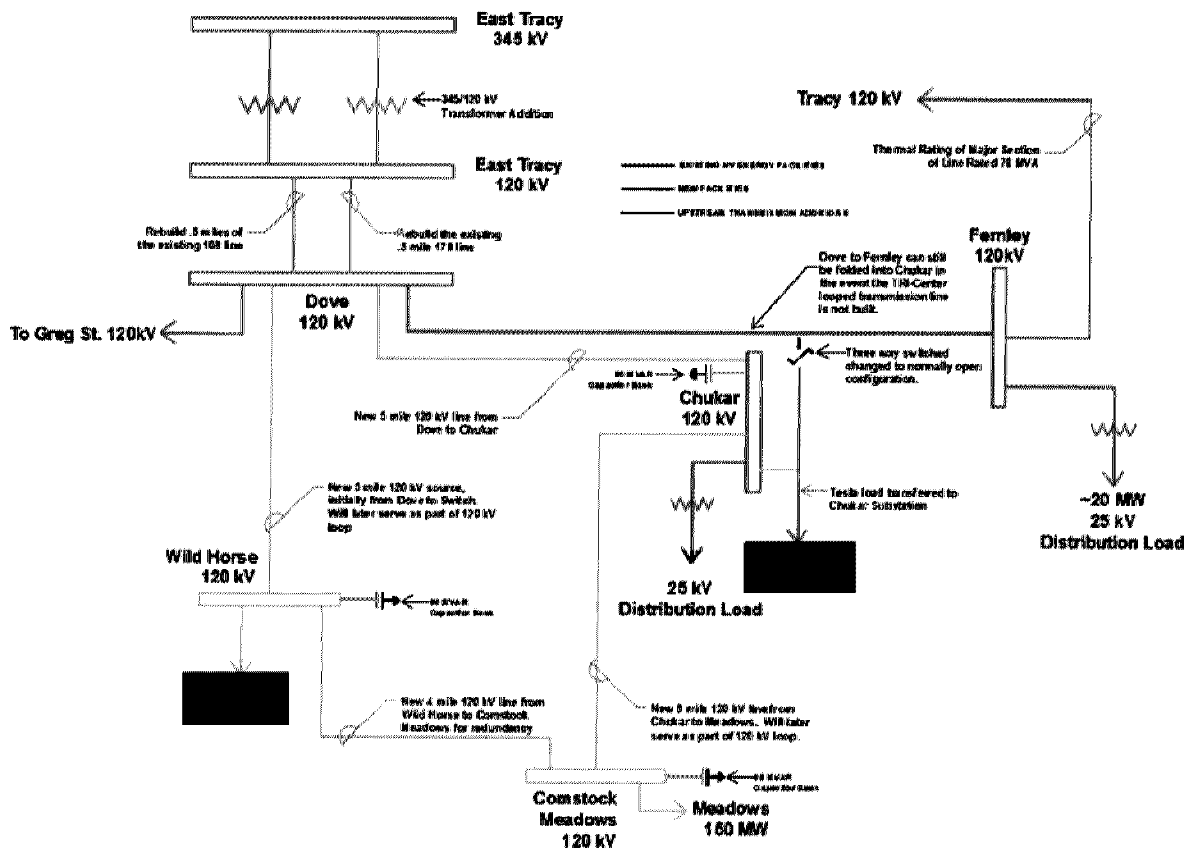

Figure 21: Load Service to Tracy area under Master Plan for the Load Pocket

Incorporation of Reno Technology Park Load Growth in Tracy Area Master Plan

Another consideration of master planning for the Tracy area is the growing [redacted] load in the RTP. The electrical connection north of Interstate 80 is stronger than the sourcing in the TRI-Center area. The electrical service to these loads is incorporated in the Tracy Area Master Plan, but are handled separately in some instances as the limitations are different. The overall 345 kV to 120 kV sourcing is shared by the two areas, but the 120 kV limitations are not due to the opposite directions of the loads from the Tracy generation hub.

Currently, the existing 100MW High Voltage Distribution Agreement with [redacted] is being amended to accommodate an additional 30 MW. No new facilities are required to provide the full 130 MW of service. In addition, [redacted] has proposed to construct a customer-owned substation to the west of their current substation capable of providing up to 250 MW of additional capacity. The service plans for Apple's 250 MW have not yet been finalized. Consistent with this document, the RTP will be treated as a portion of the Tracy Area Load Pocket and the Master Plan will be modified for the future Apple phase. Figure 22 below illustrates a preliminary plan for the [redacted] growth within RTP.

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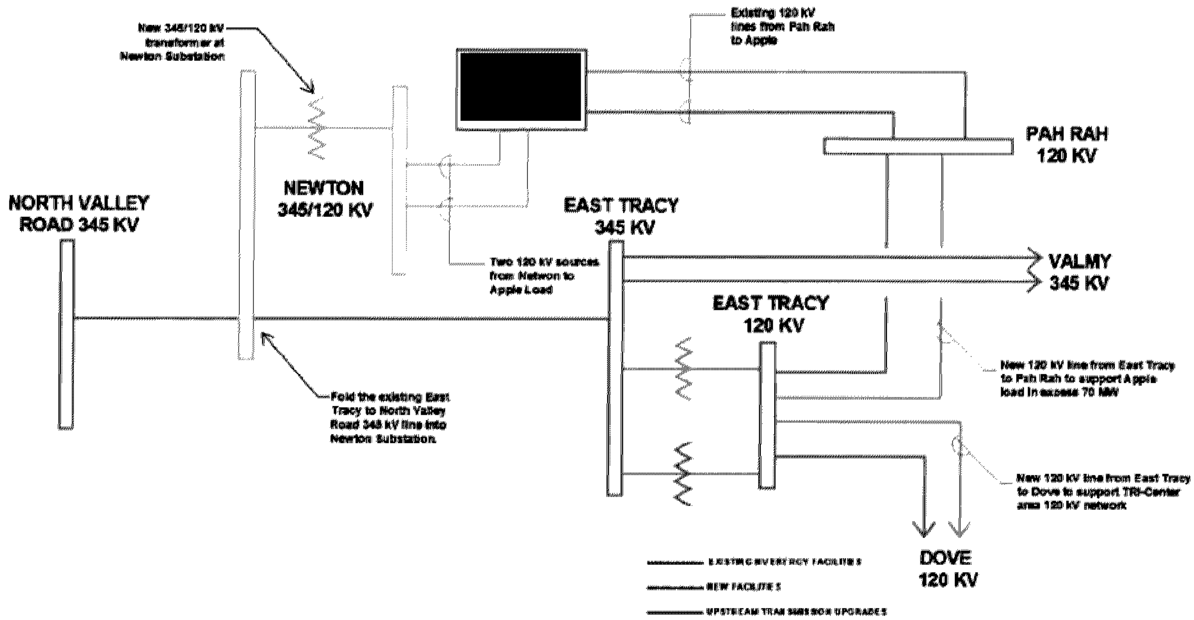

Figure 22: Preliminary Load Service Plan for Apple Load Growth

Cost Responsibility Summary

Per NV Energy's Tariff Rule 9 and internal policy, cost responsibility is determined for each project based on the classification of the proposed facilities and the minimum to serve requirement. Based on this, cost responsibility has been considered under both the Individual Service and the Master Transmission Plan scenarios.

In both scenarios, the Applicants are responsible for the costs of High Voltage Distribution facilities and the Utility is responsible for the costs of transmission facilities. The Master Plan assumes that a significant portion of the facilities supporting the 120kV looped network immediately will be classified as transmission investment, and funded by NV Energy. Under the Individual Service Option approach, while each Applicant would initially contribute the costs of constructing High Voltage Distribution facilities, when each buildout is complete these facilities will most likely be reclassified as transmission facilities. When this occurs, a refund mechanism will need to be devised to reimburse customers for investments later become classified as transmission infrastructure.[5] This after-the-fact approach for each project results in inefficiency, confusion, and large and eventually unwarranted initial cost burdens on Applicants which together have the potential to hinder economic development in northern Nevada. The proposed Master Plan concept resolves these issues by classifying the proposed facilities as transmission facilities upfront.

[5] Rule 9 does not provide a mechanism for this outside of a re-classification that is performed during the Cost True-up requirement. This has been done in the recent past for a capacitor bank that was initially paid for by a mine and a transmission terminal that was initially paid for by [redacted] Substation that were later determined to be Transmission facilities.

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Under the Master Plan, capital expenditures associated with the utility-funded transmission projects need to be planned for internally, financed and ultimately approved and included in the utility's rates. The table in Figure 23 below shows the anticipated schedule of costs, including the savings potential, for the phases of the 120kV Master Plan.

In Service Date	Project Phase	Estimated Cost	2016	2017	2018	2019	2020
3/31/2018	Chukar Distribution Substation	11,132,000	2,100,000	5,692,400	3,339,600		
3/31/2018	Dove to Chukar & [redacted] Re-termination	6,063,700		1,819,110	4,244,590		
5/31/2018	Dove to [redacted] ite	6,824,400		1,706,100	5,118,300		
5/31/2019	[redacted] Wild Horse to Meadows Radial	10,608,600			3,713,010	6,895,590	
12/31/2019	Chukar to Comstock Meadows & Meadows Re-termination	13,429,500			2,685,900	9,400,650	1,342,950
	TOTAL	48,058,200	2,100,000	9,217,610	19,101,400	16,296,240	1,342,950

Figure 23: Schedule of Costs and Savings of Tracy Area Master Plan

The transmission revenues required to support this investment are shown in Figure 24 below by project. These revenues are based on the load requests from each of the customers. At full build out of the customer projects (468 MW), annual transmission revenues are estimated to be in excess of $13 million. The annual revenue requirement is estimated to be $5.2 million.

TRACY MASTER PLAN - TRANSMISSION VOLTAGE SERVICE
(PRELIMINARY +/- 20% PLANNING ESTIMATES)

Phase	Description	Load Service	In Service	Estimated Cost	Applicant Share	Utility Share	Annual Margin	Annual Transmission Revenue	Annual Revenue Requirement
TRI CENTER AREA									
1	[redacted]	[redacted]	3/31/2018	6,749,700	686,000	6,063,700	21,336,775	4,600,000	848,918
2	[redacted]	[redacted]	5/31/2018	7,344,500	520,100	6,824,400	19,839,727	4,270,000	955,416
3	Meadows Service - 120kV Radial	[redacted]	5/31/2019	11,108,700	500,100	10,608,600	19,404,194	4,180,000	1,485,204
4A	Meadows Service - Comstock Meadows 120kV Substation, loop	0	12/31/2019	13,804,500	375,000	13,429,500	-	-	1,880,130
	TRI CENTER AREA - SUBTOTAL	468		39,007,400	2,081,200	36,926,200	60,580,695	13,050,000	5,169,668

Figure 24: Potential Transmission Revenues

As indicated above, investment to serve the Tracy Area Load Pocket under the Master Plan approach provides a superior electrical solution for meeting the anticipated load growth in the next 1 to 3 years, results in absolute cost savings over the Individual Service Option approach and is supported by transmission revenues.

Schedule

The proposed major load growth currently requires the installation of the first phase facilities in early 2018. It is expected that the entire 120kV transmission plan could be constructed in 24 to 36 months if the load materializes

This Master Plan does not face typical permitting timelines in its schedule. A significant benefit of this area is that the entire TRI Center Park has designated many of the transmission corridors that are planned for use. Additionally, NV Energy has identified and began the permitting process for many of the planned facilities that will make up the proposed Master Planned transmission network. As mentioned earlier, the majority of the outer loop easements have been acquired. A three year action plan is displayed in Figure 25. The timing of these project is based on the best information currently available. Schedule is subject to change based on customer schedules.

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ACTION PLAN PROJECTS (Millions excluding AFUDC)	Total Pre 2017	2017	2018	2019	3-Year Total
Distribution					
New Projects					
Chukar Distribution Substation	$ 2.1	$ 5.7	$ 3.3	$ -	$ 9.0
Transmission					
New Projects					
Dove to Chukar	$ -	$ 1.8	$ 4.2	$ -	$ 6.1
Dove to Switch site	$ -	$ 1.7	$ 5.1	$ -	$ 6.8
[redacted] Wild Horse to Meadows	$ -	$ -	$ 3.7	$ 6.9	$ 10.6
Chukar to Comstock Meadows	$ -	$ -	$ 2.7	$ 9.4	$ 12.1
E. Tracy 345/120kV 2nd Transformer	$ -	$ -	$ -	$ 3.4	$ 3.4
Subtotal Transmission	$ 2.1	$ 9.2	$ 19.1	$ 19.7	$ 48.0

Figure 25: Three Year Action Plan for Tracy Area Master Transmission Plan

Future Capacity Needs

The Tracy Area 120 kV Master Plan is designed to meet the near term identified needs of the large load additions within the Tracy Area Load Pocket. NV Energy has also studied load requests in excess of the near term load requirements. Serving larger load amounts will required additional 345/120 kV transformation into the load pocket. East Tracy substation cannot accommodate more than two 345/120 kV transformers, so an alternative location is required. Transmission Planning has proposed installing one or more transformers at the Comstock Meadows site depending on the amount of additional load required. This would require a 345 kV line from East Tracy to Comstock Meadows as well as a possible 345 kV line from West Tracy to Comstock Meadows. These transmission upgrades are dynamic based on the needs of the customers in the loop. The key is that the transmission plan will be expandable to accommodate both the initial and future needs.

Another major factor is resource deficiency. The proposed transmission system has the capacity to deliver the energy to the load, but a lack of system generation and import capability is evident at additional load in excess of approximately 500 MW. For study purposes, Transmission Planning has simulated additional combustion turbines in the Tracy area as well as a new combined cycle plant at Valmy. Results in excess of the near term loading and the 120 kV loop are preliminary at this time and will require solutions from both transmission delivery and resource planning. These details will be analyzed if and when these customers pursue the increased load levels. At this time, these customers are pursuing the load amounts studied under the near term demand requirements.

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Figure 26 displays a detailed single line diagram of the Tracy Area Master Transmission Plan as wells the potential 345 kV upgrades between West Tracy, Comstock Meadows and East Tracy. This design is also consistent with long term plans for Westside Tie that will provide additional sourcing to both the Carson City and Reno load pockets.

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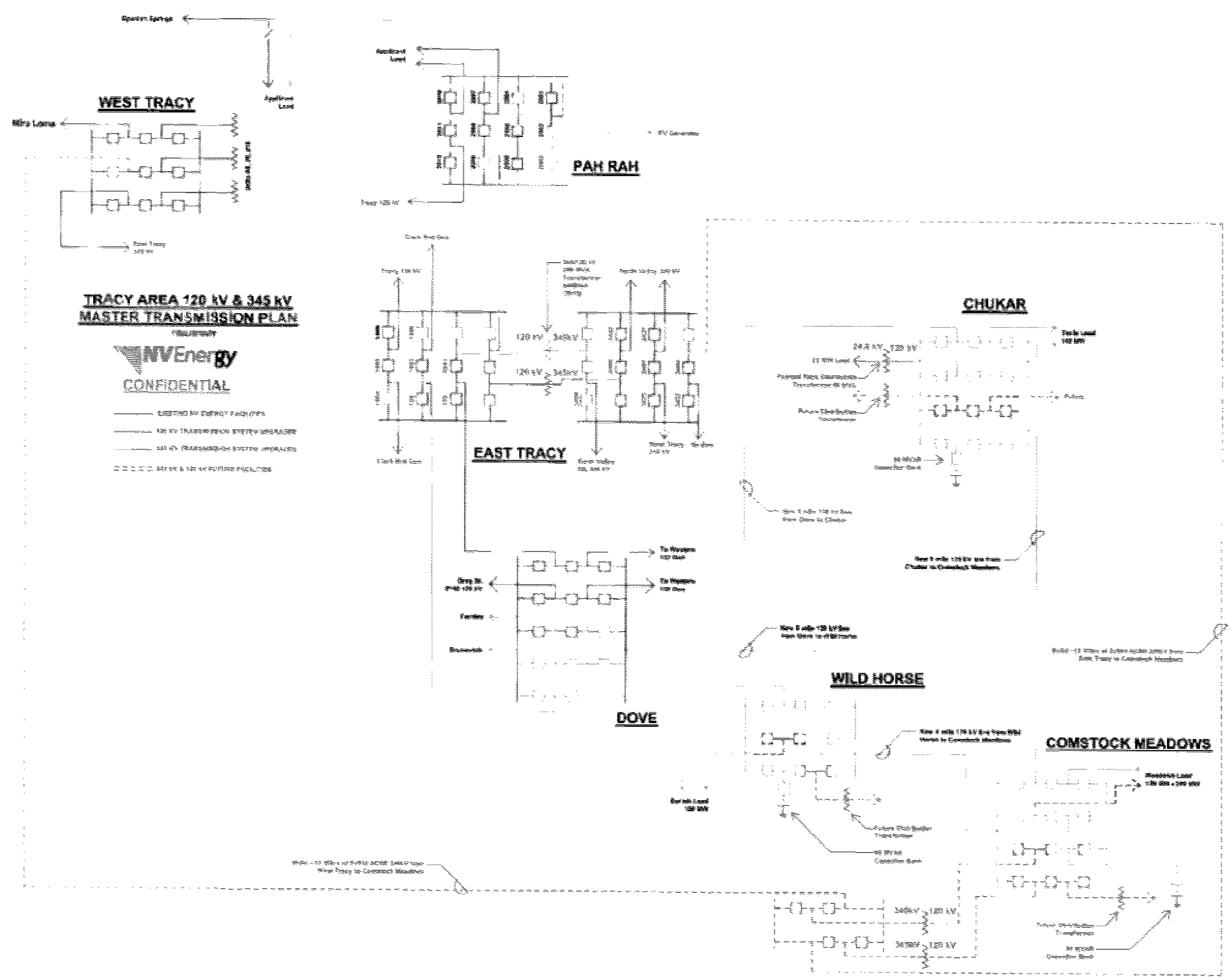

Figure 26: Detailed Single Line Diagram of Tracy Area Master Plan

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RESPONSE TO INFORMATION REQUEST

DOCKET NO:	22-06014	**REQUEST DATE:**	07-13-2022
REQUEST NO:	Staff 128	**KEYWORD:**	tracy area master plan; actual load growth 2018-2021; expected load growth 22-25
REQUESTER:	Sinclair	**RESPONDER:**	Cook, Clyyne

REQUEST:

Reference: Tracy Area Master Plan

Please provide the actual load growth, in the Tracy Master Plan area, from 2018 to 2021 and the expected load growth for 2022-2025.

RESPONSE CONFIDENTIAL (yes or no): No.

ATTACHMENT CONFIDENTIAL (yes or no): Yes.
Note: The confidential attachment(s) will not be available on the Company's website

JUSTIFICATION FOR CLAIM OF CONFIDENTIALITY: Load information (actual and forecasted) is for specific customers and is confidential.

TOTAL NUMBER OF ATTACHMENTS: One.

RESPONSE:

Please see attached.

Tracy Area Loads (MW)

120 KV HVD LOADS (PEAK MW)

Project	Phases	In-Service	2018	2019	2020	2021	2022 PEAK LOAD, YTD	2022	2023	2024	2025
Apple Phase 1 & 2	Phase 1 & 2	Now	[redacted]								
Apple Phase 3	Phase 3	In 18 months									
Switch SUPERNAP	Phase 1	Now									
Tesla Phase 1 & 2	Phase 1 & 2	Now									
Meadows	Full Project	Now									
Fulcrum	Full Project	Now									
Mount Elbert	Full Project	In 12 months									
Redwood Materials	Phase 1	6/30/2023									
		Transmission Level Total	**104**	**125**	**144**	**164**	**175**	**231**	**361**	**485**	**603**
Note: These are total loads at the identified sites, not incremental											
Distribution Loads											
Tracy Substation			5.7	5.2	6.0	6.7	6.8	6.8	7.4	7.5	7.5
Patrick Substation			22.2	22.0	20.3	22.0	28.9	35.9	43.3	46.8	47.2
Chukar Substation			4.6	3.8	3.6	6.0	6.0	6.8	10.4	10.4	10.5
James Hardie			6.4	6.4	6.4	6.4	6.2	6.4	6.4	6.4	6.4
		Distribution Level Total	**39**	**37**	**36**	**41**	**48**	**56**	**68**	**71**	**72**
		TOTAL TRACY AREA LOADS	**143**	**162**	**180**	**205**	**223**	**287**	**429**	**556**	**675**

reno gazette journal

OPINION *This piece expresses the views of its author(s), separate from those of this publication.*

Nevada is proving data centers can be done right | Opinion

Gov. Joe Lombardo Special to the RGJ
June 18, 2026, 2:49 p.m. PT

Data centers have become an increasingly important topic in Nevada and across the country. As demand for technology and artificial intelligence continues to grow, so does interest in developing the infrastructure needed to support it. It's important we approach this policy conversation carefully, responsibly and with all the facts in front of us.

Data centers present both opportunities and challenges, but it's our paramount responsibility to ensure that these projects never burden ratepayers, resources or Nevadans and that these projects always serve our state's long-term interests.

So, what does that mean?

Data centers have been known to use massive amounts of water, strain energy grids and raise electricity costs for surrounding communities. You've probably seen stories in the news about local residents in other states reporting low water pressure or huge spikes in their energy bills after a data center gets built.

But the truth is, it isn't happening in Nevada – because we've made it clear that companies investing in Nevada must do so in a way that protects our resources, our communities and our quality of life. Not all data centers are built the same, and we have the ability to define how these facilities operate before they ever break ground.

Need a news break? Check out the all new PLAY hub with puzzles, games and more!

Through the abatement process at the Governor's Office of Economic Development, companies must meet strict qualifications and demonstrate that their projects will deliver meaningful economic benefits without placing added burdens on the community. On the local level, counties and municipalities have discretion over development projects that they want to enter – and those projects need support from the community before they have mine. My administration has made it clear that projects will only move forward if they have responsible plans in place for water usage, energy generation and infrastructure demands.

The model we support in Nevada is simple: If a company wants to build here, it needs to bring its own solutions with it.

For example, modern closed-loop cooling systems use dramatically less water than the traditional evaporative cooling method. Instead of continuously consuming water, these systems recycle it over and over again to cool the servers that power the digital services we rely on – from online banking and health care systems to streaming services and cloud storage.

Behind-the-meter energy systems can be built so that the data centers are producing their own power instead of drawing from the grid that powers Nevada homes and small businesses. That means families should not see their monthly power bills increase because of a private development project.

And we're holding data centers to the same environmental standards that any major business or development project must follow – ensuring Nevada's natural resources are protected for generations to come.

With these safeguards in place, we can ensure Nevadans are benefitting from data center development without negatively impacting their everyday lives.

And those benefits are significant.

Data centers create thousands of construction jobs during development. Electricians, plumbers, pipe fitters, glaziers, carpenters, heavy equipment operators and countless other tradespeople help bring these projects to life. These are good-paying jobs that support Nevada families and strengthen our workforce.

Once operational, data centers also require highly trained technicians, engineers, cybersecurity professionals, operations specialists and maintenance personnel to keep these facilities running. These are long-term careers in a growing industry that position Nevada workers for the future economy.

Then there's the tax revenue.

Large-scale projects like these generate substantial tax revenues that help fund schools, roads, public safety and local government services. In some of Nevada's rural communities, a single major investment can completely transform a county's long-term financial outlook.

That means more resources for classrooms, better-equipped first responders, improved roads and utilities and stronger local services without placing additional tax burdens on existing residents. In many cases, these developments also spur additional investment in surrounding areas, helping small businesses and local economies grow alongside them.

I recently attended a groundbreaking ceremony for a data center complex in Storey County, and it perfectly encapsulated everything I've been talking about. This multi-billion dollar buildout needs more than 1,000 construction workers and skilled tradesmen and about 200 full-time employees when completed. The company has committed more than $175 million toward regional water, wastewater and power infrastructure upgrades that will strengthen the region for years to come.

That is the model we want in Nevada: private-sector investment that creates jobs, upgrades infrastructure, protects taxpayers and leaves communities stronger than they were before. But if data center developers won't do what we ask of them, then as long as I'm governor, they won't be doing business in Nevada.

If companies are willing to invest responsibly, protect our resources, and contribute to Nevada's long-term success, then I believe we should welcome them. Because done the right way, data centers are not just buildings filled with servers – they are an opportunity to diversify Nevada's economy, strengthen our workforce and position our state as a national leader in technology and innovation for decades to come.

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Ratepayer Protection Pledge

America's continued economic and technological leadership depends on reliable, large-scale data center infrastructure built here at home. Data center infrastructure is the foundation of the Internet, cloud computing, and artificial intelligence, and supports our economic and national security. As that infrastructure grows and the related electricity demand increases, the American people should not be footing the bill for the benefit of private companies. Instead, the data center boom should be leveraged to address affordability and benefit all American households and businesses.

President Trump is calling on the leading U.S. hyperscalers and AI companies to build, bring, or buy all of the energy needed for building and operating data centers, paying the full cost of their energy and infrastructure, no matter what.

As part of the Ratepayer Protection Pledge, companies agree to protect American consumers from price hikes due to data center energy and infrastructure requirements, and lower electricity costs for consumers in the long term, including by:

1. **Building, Bringing or Buying New Power Supply**

    - **WHAT**: Companies will build, bring, or buy the new generation resources and electricity needed to satisfy their new energy demands, paying the full cost of those resources whether by building, or buying from, new or otherwise additive power plants. Where possible, these companies will also add more capacity that serves the broader public by increasing supply.
    - **WHY**: This advances self-sufficiency and protects Americans from higher prices.

2. **Paying for New Power Delivery Infrastructure Upgrades**

    - **WHAT**: Companies will pay for all new power delivery infrastructure upgrades required to service their data centers, including adequate network upgrade costs to ensure that these expenses aren't passed on to the ordinary household.
    - **WHY**: This way, data centers can benefit all ratepayers and the grid.

3. **Paying Whether They Use the Power or Not**

    - **WHAT**: Companies will voluntarily negotiate new, separate rate structures with their utilities and relevant state governments wherever they build data centers. Importantly, they will pay these rates for the power and related infrastructure that are brought online to service their data centers, whether they use the electricity or not.
    - **WHY**: This will protect the American people from increased utility bills as a result of the development of these data centers.

4. Investing in Local Job Creation and Workforce Development

- **WHAT**: Companies will invest in the local communities in which they build data centers. This includes hiring from within the local community and establishing programs to develop relevant skills.
- **WHY:** This allows all American workers to benefit from the oncoming technological boom at every step from construction to operation.

5. Contributing to Electric and Community Resilience

- **WHAT**: Companies will coordinate with grid operators to contribute to a more reliable grid and, whenever possible, make available their backup generation resources at times of scarcity to prevent blackouts and power shortages in their communities.
- **WHY**: Consumers will benefit from enhanced grid resilience from data center power resources in times of emergency.

Addendum:

We the undersigned pledge to implement the principles established in the Ratepayer Protection Pledge, to the greatest extent possible in our respective positions, in order to protect American consumers from price hikes due to data center energy and infrastructure requirements, and lower electricity costs for consumers in the long term while developing the infrastructure needed to maintain America's economic and technological leadership:

Sincerely,

Governor Kay Ivey State of Alabama	Governor Mike Dunleavy State of Alaska	Governor Sarah Sanders State of Arkansas
Governor Brian Kemp State of Georgia	Governor Brad Little State of Idaho	Governor Mike Braun State of Indiana
Governor Kim Reynolds State of Iowa	Governor Jeff Landry State of Louisiana	Governor Tate Reeves State of Mississippi

Governor Mike Kehoe
State of Missouri

Governor Greg Gianforte
State of Montana

Governor Jim Pillen
State of Nebraska

Governor Joe Lombardo
State of Nevada

Governor Kelly Armstrong
State of North Dakota

Governor Mike DeWine
State of Ohio

Governor Kevin Stitt
State of Oklahoma

Governor Henry Dargan McMaster
State of South Carolina

Governor Larry Rhoden
State of South Dakota

Governor Bill Lee
State of Tennessee

Governor Greg Abbott
State of Texas

Governor Spencer Cox
State of Utah

Governor Patrick Morrisey
State of West Virginia

Governor Mark Gordon
State of Wyoming

Executive Order 2026-005

State of Nevada
Executive Department

EXECUTIVE ORDER 2026-005

Order Establishing the Nevada Standard for Responsible Data Center Development

WHEREAS, *it is in the interest of the State of Nevada to protect its water, the reliability of its electrical grid, the funding of its public schools, the land use authority of its local governments, and its ratepayers and taxpayers, and to assist only those data centers that honor those protections and are free of ownership or control by a foreign adversary; and*

WHEREAS, *responsible data centers are the means by which Nevada will meet an unprecedented challenge and realize an unprecedented opportunity, one of the most significant for economic growth and fiscal diversification this State has seen in a generation, on its own terms and at no cost to those protections; and*

WHEREAS, *it is incumbent upon Nevada to define the responsible development of data centers in this State, and to compete for these facilities not on the depth of its abatements but on the standard it sets, under which a data center bears the full burden of the costs it creates, earns its place, and leaves its host community better off than it found it; and*

WHEREAS, *that standard rests upon two commitments of the developer, to support the public schools through the Local School Support Tax, and to bind itself through a Nevada Community Support Commitment, and upon a commitment of the State in return, to terms that are uniform and known in advance and to necesspry decisions, including, where appropriate, approvals, without avoidable delay; and*

WHEREAS, *paragraph (c) of subsection 3 of NRS 360.754 authorizes the Governor's Office of Economic Development to add to the requirements an applicant for a partial abatement must meet; and*

WHEREAS, *Article 5, Section I of the Nevada Constitution provides: "The supreme executive power of this State, shall be vested in a Chief Magistrate who shall be Governor of the State of Nevada."*

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and laws of the State of Nevada and the United States, it is hereby ordered as follows:

SECTION 1. Policy.

It is the policy of this State to facilitate data center development that meets the standard this Order establishes, and to measure every application against it. The standard is a partnership whose terms run in both directions. The developer pays the Local School Support Tax in full, bears the costs its project causes and protects the water, the electrical grid and the community that hosts it. The State provides terms that are uniform and known in advance, acts on a complete application without avoidable delay, and works to deliver the electrical power the project requires. The requirement is that Nevadans benefit, on terms that are reasonable and customary to every party and that reflect equity, neutrality and shared benefit with the State, its residents and its existing businesses. No cost of serving a data center is borne by any other ratepayer, and no ratepayer pays more because a data center was built. Where a data center's investment strengthens the grid, the benefit of that investment is not the data center's alone; it inures to the benefit of every ratepayer.

SECTION 2. Minimum terms for an application.

The Executive Director of the Governor's Office of Economic Development shall not bring before the Board of Economic Development (the "Board") an application for a partial abatement under NRS 360.754 for a data center unless the application provides for a combined sales and use tax rate of not less than 4.6 percent, consisting of the tax imposed by the Sales and Use Tax Act and the Local School Support Tax, neither abated in any amount.

SECTION 3. The Nevada Community Support Commitment.

(a) The Executive Director shall not bring an application for a data center abatement before the Board unless the applicant has executed the Nevada Community Support Commitment (the "Commitment"), in the standard form published under this Section or, until then, on the terms this Section describes, incorporated into the agreement executed under NRS 754.

(b) The Commitment shall obligate the applicant as to water, ratepayers, grid reliability, siting and neighbors, workforce, community benefit, transparency and speed to power, on uniform terms the Executive Director shall publish on or before November 6, 2026 in consultation with the State Engineer, the Public Utilities Commission of Nevada (the "Commission"), and the other agencies, local governments and school districts concerned. At a minimum it shall provide that the facility meets the water standard for its location; that it bears the cost of serving it, so that other customers of the electric utility carry none of that cost, the instrument and terms being for the Commission to determine; that its operation during a declared grid emergency not come at the expense of firm service to homes and existing businesses, that it comply with any load reduction requirement applicable to the facility under the electric utility's approved tariffs or under another tariff, agreement, order or program the Commission approves, including a requirement to reduce load when the electric utility or the balancing authority so directs, relying where necessary and appropriate on alternative or redundant energy systems, the terms of any such obligation being for the Commission to determine, and that a facility providing essential services, such as emergency communications and 9-1-1, public safety, health care, utility control systems, telecommunications, payment systems, transportation control and continuity of government, be treated as an essential service as that program designates, provided that its development and operation will not increase the risk to the stability or availability of power, or the cost of energy, for existing customers; that no payment or exaction beyond the taxes paid and the obligations undertaken is required; that an uncured material failure suspends the abatement and requires recapture, proportionate to the nature and circumstances of the failure, to the extent NRS 360.754 permits, and that a material failure to comply with a grid reliability obligation during a declared grid emergency is a default without a cure period; and that obligations protecting third parties bind successors and survive the abatement.

SECTION 4. Commitments of the State.

The Executive Director shall publish the standard form of the Commitment, which applies to every applicant alike, shall notify an applicant within 30 days of any incompleteness and place a complete application on the Board's next lawful agenda, shall condition no abatement on any payment or exaction not stated in this Order or the Commitment, and shall publish annually, in aggregate form, the measures the Commitment requires to be reported. The terms approved for a facility continue to apply for the term of its abatement.

SECTION 5. Responsible Speed to Power Plan.

The Director of the Office of Energy shall, on or before December 31, 2026, with the Executive Director and each electric utility and in consultation with large load customers, deliver to the Governor a Responsible Speed to Power Plan identifying the facilities required to serve the large load anticipated through 2036, each point at which the existing process delays that power, including review, siting, cost recovery and procurement, the legislation needed to avoid unreasonable delay, and the commitment of each electric utility to bring that capacity on line. Speed to power, on reasonable and customary terms under which no ratepayer pays more because a data center was built and the benefit of new investment is shared, as set forth in Section 1, is the objective of the Responsible Speed to Power Plan. As necessary and appropriate to expedite the policy objectives set forth in this Order, the Director shall request that the Commission consider opening an investigatory docket on its own motion under subsection 5 of NRS 704.120 on large load service, cost recovery and its timing, flexible service, co-located generation, and service during a declared grid emergency.

SECTION 6. Foreign adversaries.

The Executive Director shall not bring an application for a data center abatement before the Board where the applicant or an operator of the facility is owned or controlled by, or subject to the direction of, a foreign adversary of the United States, as designated under part 791 of title 15 of the Code of Federal Regulations.

SECTION 7. Savings clauses, effective date and duration.

Nothing in this Order shall be construed to apply to an application the Board approved before its effective date or to an agreement under it; to limit or direct the discretion of the Board; to condition any statutory duty of any agency upon the Commitment; to direct the Commission, alter its jurisdiction, or delay, alter, reopen, supplement or condition any proceeding pending before it or any tariff, agreement, order, approval or resource plan it has approved, an applicant's obligations being conditions of the assistance of this State and not a prerequisite to or condition upon any action of the Commission; or to limit the land use authority of a county or city. This Order is effective immediately, applies to every application not yet acted upon by the Board, and remains in effect until rescinded or superseded by regulation, guidelines adopted under the State Plan for Economic Development, or act of the Legislature.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Nevada to be affixed at the State Capitol in Carson City, this 17th day of September, in the year two thousand twenty-six.

Governor

Secretary of State

Deputy

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Nevada Governor Joe Lombardo

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AFFIRMATION

Pursuant to the requirements of NRS 53.045 and NAC 703.710, ADAM E. DANISE, states that he is the person identified in the foregoing prepared testimony and/or exhibits; that such testimony and/or exhibits were prepared by or under the direction of said person; that the answers and/or information appearing therein are true to the best of his knowledge and belief; and that if asked the questions appearing therein, his answers thereto would, under oath, be the same.

I declare under penalty of perjury that the foregoing is true and correct.

Date: 9/21/2026

/s/ Adam E. Danise
ADAM E. DANISE