

-
-
-

26-05007

Public Utilities Commission of Nevada
Electronic Filing

Submitted: 10/2/2026 11:35:45 AM

Reference: 69235f1c-de2a-4e0e-8a0b-97017532bde3

Payment Reference: 0e-8a0b-97017532bde3

Filed For: Novva Holdings LLC on behalf of its subsidiaries Novva Las Vegas
LLC Nova Reno LLC and Proton NLV LLC

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

By electronically filing the document(s),
the filer attests to the authenticity of the electronic signature(s) contained therein.

This filing has been electronically filed and deemed to be signed by an authorized
agent or

representative of the signer(s) and
Novva Holdings LLC on behalf of its subsidiaries Novva Las Vegas LLC Nova
Reno LLC and Proton NLV LLC

Davison Van Cleve PC

Attorneys at Law

(725) 735.1718 • crl@dvclaw.com

4675 W Teco Ave., Suite 230

Las Vegas, Nevada 89118

October 2, 2026

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

Re: Joint Application of Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy for approval of their 2027-2046 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan.
Docket No. 26-05007

Dear Ms. Osborne:

Please find enclosed the Responsive Testimony of Wes Swenson, on behalf of Novva Holdings, LLC on behalf of its subsidiaries Novva Las Vegas, LLC; Novva Reno, LLC; and Proton NLV, LLC ("Novva"), for electronic filing in the above-referenced docket. This filing is being served on the parties on the official service list in this docket via electronic mail, as reflected on the enclosed certificate of service.

Please note that the filing includes commercially sensitive information that Novva has designated as confidential pursuant to NAC 703.5274. Pursuant to NAC 703.5274(8), Novva will provide copies of the confidential materials to Staff and BCP upon the execution of a protective agreement. Novva requests that this confidential information be maintained as confidential for a period of five (5) years or as long as lawfully allowed, whichever is longer. Confidential treatment of the designated information will not impair the ability of the parties to fully evaluate this Supplemental Filing.

Please contact the undersigned with any questions regarding this filing. Thank you for your attention to this matter.

Sincerely,

/s/ Curt R. Ledford

Curt R. Ledford

Nevada Bar No. 9101

4675 W. Teco Ave., Suite 230

Las Vegas, NV 89118

crl@dvclaw.com

Attorney for Novva

**TABLE OF CONTENTS TO THE
PREPARED RESPONSIVE TESTIMONY OF WES SWENSON**

I.	Introduction	1
II.	Novva Supports Staff’s Objectives	2
III.	Novva Reno is An Existing Customer of NV Energy	3
IV.	Novva Las Vegas and Proton NLV	5
V.	The Relief Novva Requests	8
VI.	The LLESA Terms	10
VII.	Conclusion	11

Exhibit List

Exhibit Swenson-Responsive-1: NV Energy Response to Staff DR 221, Attachment 01
(form Rule 9 HVD (Large Project) Agreement)

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Application of Nevada Power Company d/b/a
NV Energy and Sierra Pacific Power Company d/b/a
NV Energy for approval of their 2027-2046 Triennial
Integrated Resource Plan and 2027-2029 Energy Supply
Plan.

Docket No. 26-05007

PREPARED RESPONSIVE TESTIMONY OF WES SWENSON

ON BEHALF OF

**NOVVA HOLDINGS, LLC ON BEHALF OF ITS SUBSIDIARIES NOVVA LAS VEGAS,
LLC; NOVVA RENO, LLC; AND PROTON NLV, LLC**

OCTOBER 2, 2026

I. INTRODUCTION

Q.1. Please state your name, occupation, business address, and the party on whose behalf you are filing testimony.

A.1. My name is Wes Swenson. I am the Chief Executive Officer of Novva Holdings, LLC. My business address is 6477 West Wells Park Rd, West Jordan, UT 84081. I am testifying on behalf of Novva Holdings, LLC and its subsidiaries Novva Las Vegas, LLC; Novva Reno, LLC; and Proton NLV, LLC (collectively, “Novva”), in connection with Novva’s three data center projects in Nevada.

Q.2. Did you previously submit testimony in this proceeding?

A.2. Yes. I filed prepared direct testimony in this docket on September 22, 2026. My qualifications were described in Q&As 2 and 3 and in Exhibit Swenson-Direct-1 of my direct testimony.

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

A.3. I respond to certain testimony provided by the Regulatory Operations Staff (“Staff”) of the Public Utilities Commission of Nevada (“Commission”) witnesses Adam Danise, Karen Olesky, Gaurav Shil, and Swetha Venkat, and to the large-load tariff and agreement proposals of the Bureau of Consumer Protection (“BCP”). I also identify the testimony that Novva adopts regarding the terms of the Large Load Electric Service Agreement (“LLESA”). My testimony provides support for:

- a. Recognizing that Novva’s Tahoe Reno project (“Novva Reno”), which Sierra Pacific Power Company d/b/a NV Energy (“SPPC”) is currently and actively providing electric service to now, should receive the same treatment as those “legacy” loads Staff identifies;
- b. Maintaining Docket No. 26-05029, in which the executed LLESAs of Novva Las Vegas, LLC (“Novva Las Vegas”) and Proton NLV, LLC (“Proton NLV”) are pending;

- 1 c. Approving in this IRP, no later than the first quarter of 2027, the resources Nevada Power
2 Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy (together,
3 “NV Energy”) require to serve Novva’s loads at the capacity and on the schedules set forth
4 in Novva’s High Voltage Distribution (“HVD”) agreements;
- 5 d. Providing customers that have executed agreements with NV Energy a firm commitment
6 of service while the permanent large-load framework is developed; and
- 7 e. Resolving the LLESA terms based on the testimony of Prologis witness Lee Ye, Amazon
8 witness Justin Bieber, and SV RNO Property Owner 1, LLC and PR RNO Property Owner
9 1, LLC (“Fleet”) witness Dennis Bartlett, rather than the terms BCP proposes.

10 **Q.4. How do the recommendations filed on September 22, 2026, affect Novva’s three projects?**

11 A.4. The effect differs for each project because each is at a different stage of development. Novva
12 Reno is constructed and currently receiving service from SPPC. [REDACTED],
13 [REDACTED].
14 Each project, however, was committed through NV Energy’s established Rule 9 process, and
15 each depends on NV Energy providing service on the schedule set forth in its HVD agreement.
16 My testimony addresses each project in turn and then describes the relief Novva requests from
17 the Commission.

18 **II. NOVVA SUPPORTS STAFF’S OBJECTIVES**

19 **Q.5. Does Novva support the objectives of Staff’s recommendations?**

20 A.5. Generally, yes. Staff has conducted a thorough review of a complex filing on an expedited
21 schedule, and Novva shares Staff’s central objective that existing customers should not bear
22 the cost of serving new large loads. As I stated in my direct testimony, data centers should pay

1 their own way.¹ Novva also agrees with Staff that similarly situated customers should be
2 treated similarly, and that the key LLESA terms warrant further examination.²

3 **Q.6. On what issue does Novva differ from Staff?**

4 A.6. Staff recommends that service to customers that have already committed to executed HVDs be
5 paused until a new investigation establishes permanent terms.³ Novva instead implores this
6 Commission to allow that investigation to proceed as it should, but while preserving service
7 for customers that are already committed to NV Energy's established process.

8 **III. NOVVA RENO IS AN EXISTING CUSTOMER OF NV ENERGY**

9 **Q.7. What is the current status of Novva Reno?**

10 A.7. Novva Reno is operational. It receives service from SPPC under its HVD agreement and the
11 GS-3T rate schedule.⁴ The building shell is complete, a portion of the facility is in service, and
12 the remaining fit-out is under way.

13 **Q.8. Why is Novva Reno's current service relevant to Staff's recommendations?**

14 A.8. I understand that Staff's recommendation is directed at customers that are not yet receiving
15 service from NV Energy. Specifically, Mr. Danise recommends that large-load customers
16 "who are not already receiving electric service from NV Energy" bear the full incremental cost
17 to serve their load.⁵ To that end, Novva Reno is already receiving electric service from NV
18 Energy.

19
20

¹ Prepared Direct Testimony of Wes Swenson at 14.

² Prepared Direct Testimony of Adam Danise at 26; Prepared Direct Testimony of Swetha Venkat at 26.

³ Prepared Direct Testimony of Karen Olesky at 11, 14-15, 20-21; Prepared Direct Testimony of Adam Danise at 26-27.

⁴ Prepared Direct Testimony of Wes Swenson at 7.

⁵ Prepared Direct Testimony of Adam Danise at 26.

1 **Q.9. Staff identifies EdgeCore and Redwood as “legacy” loads. How does Novva Reno**
2 **compare to those loads?**

3 A.9. Mr. Danise identifies MECP 1 Reno 1, LLC Phases 1 and 2 and Redwood Materials, Inc. Phase
4 1 as “legacy” loads because NV Energy planned for those loads in prior filings and relied on
5 them to support the approval of new resources.⁶ Based on my review, Novva Reno is very
6 similarly situated. As noted in my direct testimony, Novva Reno’s full contracted load was
7 included in the load forecast the Commission approved in NV Energy’s 2024 IRP, Docket No.
8 24-05041, and it is identified on NV Energy’s Tran-4 agreement list.⁷ Mr. Danise further states
9 that the date on which a customer executed its Rule 9 agreement is not the sole distinction, and
10 that the relevant consideration is the amount and cost of the incremental resources needed to
11 serve the customer’s requested load.⁸ But, even so, because Novva Reno’s load was already
12 included in the approved forecast, serving that load does not require NV Energy to accelerate
13 resource procurement.

14 **Q.10. What would be the effect on the resources planned to serve Novva Reno if its load ramp**
15 **were halted as Staff Recommends?**

16 A.10. Those resources would lose the load they were approved to serve. Mr. Danise explains that
17 large loads included in NV Energy’s prior forecasts supported the approval of resources such
18 as the Valmy combustion turbines and the Sierra Solar project.⁹ If service to loads such as
19 Novva Reno were paused, infrastructure the Commission has already approved could be
20 underutilized, and I assume the associated costs would continue to be recovered by rates paid
21 by existing customers.

⁶ Prepared Direct Testimony of Adam Danise at 26-29.

⁷ Prepared Direct Testimony of Wes Swenson at 6-7; Exhibit Swenson-Direct-2.

⁸ Prepared Direct Testimony of Adam Danise at 29.

⁹ Prepared Direct Testimony of Adam Danise at 27 n.71, 28.

1 **Q.11. Has Staff previously raised this type of concern?**

2 A.11. Yes, and Novva shares that concern. Mr. Danise describes Staff's recommendation in Docket
3 No. 22-06014 to defer one-half of the Tracy Area Master Plan costs because the loads the
4 associated transmission system was built to serve had not materialized as expected.¹⁰
5 Continuing to serve Novva Reno on its HVD load ramp avoids a similar outcome here.

6 **Q.12. What does Novva request that the Commission decide with respect to Novva Reno?**

7 A.12. Novva requests that the Commission include Novva Reno among the "legacy" loads Staff
8 identifies and, more broadly, extend "legacy" treatment to HVD load that was included in the
9 load forecast approved in Docket No. 24-05041. Said differently, and put plainly, Novva
10 requests that SPPC continue to serve the project as it already is and has committed to do.

11 **IV. NOVVA LAS VEGAS AND PROTON NLV**

12 **Q.13. What is the current status of Novva Las Vegas and Proton NLV with NV Energy?**

13 A.13. Each has executed an HVD agreement and an LLESA with Nevada Power, and NV Energy's
14 application for approval of both LLESA is pending in Docket No. 26-05029. Novva executed
15 those agreements before any party proposed denying the form LLESA or closing the LLESA
16 dockets.

17 **Q.14. How would Staff's recommendation affect those two projects?**

18 A.14. Staff recommends that the LLESA dockets, including Docket No. 26-05029, be closed if the
19 Commission opens an investigation to develop a ratepayer protection mechanism ("RPM").¹¹
20 Ms. Olesky estimates that, from the start of that investigation until the next IRP is filed, the

¹⁰ Prepared Direct Testimony of Adam Danise at 28.

¹¹ Prepared Direct Testimony of Karen Olesky at 20.

1 process could take upwards of two years.¹² For Quasar, a delay of that length would leave a
2 completed facility with a substantial portion of its capacity completely stranded and unable to
3 come online. For Proton NLV, it would require construction to proceed at risk, without a
4 known date for service.

5 **Q.15. Beyond the effect on Novva, would a delay affect the facilities NV Energy has built, or**
6 **committed to build, to serve these projects?**

7 A.15. Potentially. Rule 9 contemplates that NV Energy will construct the substations, high-voltage
8 distribution lines, and related facilities a customer's load requires, and that the customer will
9 repay that investment through its Rule 9 agreement and the rates it pays for service.¹³ As Mr.
10 Danise observes, a Rule 9 agreement may authorize significant transmission, high-voltage
11 distribution, and distribution feeder investment long before the Commission approves the
12 generation needed to serve that load.¹⁴

13 Rule 9 itself identifies the resulting risk. It treats as a stranded investment any utility
14 investment in upstream substation, high-voltage distribution, or distribution feeder capacity for
15 which the customer's bill payments are reduced or eliminated.¹⁵ A delay of the length Staff
16 anticipates could leave facilities that NV Energy has built or committed to build for Novva Las
17 Vegas and Proton NLV without the load, and without the customer payments, those facilities
18 were designed to support. Mr. Danise acknowledges that a mismatch of this kind leaves

¹² Prepared Direct Testimony of Karen Olesky at 12. Ms. Olesky's two-year estimate runs from the start of the investigation to the filing of the next IRP, not to the start of service. Commission review of that IRP may take up to an additional 210 days. See NRS 704.751.

¹³ Prepared Direct Testimony of Adam Danise at 9.

¹⁴ Prepared Direct Testimony of Adam Danise at 13.

¹⁵ Prepared Direct Testimony of Adam Danise at 12 n.33 (describing Rule 9, Section 34).

existing ratepayers exposed to underused investment.¹⁶ Continuing service to these customers therefore serves the same ratepayer-protection goal Staff has identified.

Q.16. Would a delay also affect Novva's own obligations under its HVD agreements?

A.16. It could. Based on my review, NV Energy's form HVD agreement treats a customer's load as a Reduction of Service when the customer's actual load, or its load requirement, falls below certain thresholds measured against the load forecast in the agreement. When a Reduction of Service or Termination of Service occurs, the customer must pay NV Energy a Reduction of Service or Termination Charge ("RSTC") for the utility's remaining investment.¹⁷ If service were paused while a new proceeding is completed and Novva's load therefore could not come online as scheduled, Novva could face those charges for a shortfall it did not cause.

Q.17. How would a delay affect Novva's ability to recover the advances it has paid under those agreements?

A.17. A delay would reduce that ability. Under the form HVD agreement, a customer's refund of its Advance Subject to Potential Refund is capped at the amount supported by the load that actually materializes during the agreement's term, the refunds may not be sufficient to return the entire advance, and no refunds are paid once the agreement terminates.¹⁸ The agreement further provides that its term does not lengthen if NV Energy suspends its own performance.¹⁹ Because the refund period is fixed, any time lost to delay is time in which Novva's load cannot earn back its advance.

¹⁶ Prepared Direct Testimony of Adam Danise at 13.

¹⁷ Exhibit Swenson-Responsive-1, NV Energy Response to Staff DR 221, Attachment 01 (form Rule 9 HVD (Large Project) Agreement), § 11.5.

¹⁸ Exhibit Swenson-Responsive-1, NV Energy Response to Staff DR 221, Attachment 01 (form Rule 9 HVD (Large Project) Agreement), § 12.2(H).

¹⁹ Exhibit Swenson-Responsive-1, NV Energy Response to Staff DR 221, Attachment 01 (form Rule 9 HVD (Large Project) Agreement), § 1.8(C).

1 **Q.18. Does Staff’s testimony support an alternative outcome?**

2 A.18. Yes, in my view it does. Mr. Danise recommends that large-load customers pay their full
3 incremental cost as a condition of receiving service.²⁰ Novva fundamentally agrees, and
4 Novva is prepared to satisfy that condition. Mr. Shil anticipates that Staff will support approval
5 of most of the resources NV Energy has requested, and those resources were planned to serve
6 these loads.²¹ Ms. Olesky also identifies an interim path to approve resources for one LLESA
7 applicant.²² Novva requests that if the Commission is going to consider Staff’s position on the
8 LLESA and large load issues, then Novva and all other customers that executed LLESA be
9 considered for comparable interim treatment. Any result that created a two year “pause” for
10 customers that have signed HVDs and relied upon the commitments of NV Energy for timely
11 service accordingly, without any interim solution for service, would be disastrous.

12 **Q.19. Should those loads remain in NV Energy’s plan for the Phase III resources?**

13 A.19. Yes. Ms. Olesky recommends that those resources not be used to serve the loads under the
14 executed LLESA.²³ Novva and the other LLESA customers entered NV Energy’s process
15 before these proposals were made, and NV Energy has already planned its system around their
16 load ramps. Retaining those loads in the resource plan avoids the need to repeat that planning.

17 **V. THE RELIEF NOVVA REQUESTS**

18 **Q.20. Why is a defined service date important to a data center developer?**

19 A.20. A defined service date is the foundation of a data center project, and all related commitments
20 and contractual arrangements flow back from that date. Customers enter into leases for

²⁰ Prepared Direct Testimony of Adam Danise at 2, 26.

²¹ Prepared Direct Testimony of Gaurav Shil at 10.

²² Prepared Direct Testimony of Karen Olesky at 20.

²³ Prepared Direct Testimony of Karen Olesky at 11, 20.

1 capacity to be available on a specific date, and lenders finance construction based on the
2 expectation that the facility will generate revenue by a specific date. If the service date is
3 uncertain, neither customers nor lenders will commit, regardless of the ultimate price of that
4 service. An open-ended process with no defined service date has the same practical effect on
5 a project as a denial of service.

6 **Q.21. What does Novva request that the Commission do with respect to resources?**

7 A.21. Novva requests that the Commission approve in this IRP, no later than the first quarter of 2027,
8 the resources required to serve Novva's loads at the capacity and on the schedules set forth in
9 its HVD agreements. The pricing terms may be determined in a later proceeding. Ms. Olesky
10 states that the form LLESA "should be divorced from making resource planning decisions."²⁴
11 Approving the resources now would also allow NV Energy to procure them under current
12 market conditions rather than two years from now.

13 **Q.22. Would that approach shift costs to other customers?**

14 A.22. No. As noted above, and as indicated in testimony of other similarly-situated customers, Novva
15 will pay the incremental cost of serving its load. To the extent the permanent terms differ from
16 any interim charges, those charges can be trued up once the permanent terms are established.

17 **Q.23. Would certainty of service for Novva also benefit NV Energy and its other customers?**

18 A.23. Yes. Committed load on a defined schedule allows NV Energy to plan and procure resources
19 with greater confidence than load whose timing is uncertain. It is also worth noting that large,
20 high-load-factor customers have long been considered a benefit to the system at large and other
21 ratepayers as well, as the utility's fixed costs are spread over a larger amount of billing
22 determinants when a large load arrives.

²⁴ Prepared Direct Testimony of Karen Olesky at 8.

1 **VI. THE LLESA TERMS**

2 **Q.24. Where should the permanent LLESA terms be determined?**

3 A.24. In a separate proceeding in which all affected customers may participate, as I recommended in
4 my direct testimony.²⁵ Nearly every party to this docket, including Staff, has identified
5 concerns with the form LLESA, and each customer that executed an LLESA reserved its
6 position on the key terms. Ms. Venkat concludes that those provisions “should be examined
7 more thoroughly.”²⁶ Mr. Danise likewise recommends that any new requirement for large-load
8 customers be added to NV Energy’s tariffs through a separate RPM proceeding.²⁷

9 **Q.25. Is it Novva’s understanding that the Commission could adopt a large-load tariff as part**
10 **of this IRP?**

11 A.25. No. I am not an attorney but that is not my understanding. The purpose of an IRP is to determine
12 which resources NV Energy should acquire to meet its customers’ needs, not to establish the
13 rates and conditions of service for a particular class of customers.²⁸ My understanding is that
14 a change to rates and terms of that kind ordinarily starts with an application filed by the utility,
15 which the Commission then investigates, and NV Energy has not filed an application to
16 establish a large-load tariff.²⁹

17 In addition, a large-load tariff would reach customers that have not participated in this
18 docket, and those customers would be entitled to notice and a chance to be heard before new
19 terms are applied to them.³⁰ It is my understanding that, if the Commission elects to set new
20 terms on its own initiative, it would do so by opening an investigation and holding a hearing,

²⁵ Prepared Direct Testimony of Wes Swenson at 14, 16.

²⁶ Prepared Direct Testimony of Swetha Venkat at 19-23, 26.

²⁷ Prepared Direct Testimony of Adam Danise at 22-23.

²⁸ NRS 704.741(1); NRS 704.751(1).

²⁹ NRS 704.100(1)(a); NRS 704.110(1).

³⁰ NAC 703.160.

1 which is consistent with the path Staff recommends.³¹ The Commission may certainly review
2 the tariff proposals submitted here, but Novva believes a dedicated proceeding is the proper
3 place to adopt a tariff, and that the approval of resources in this IRP should move forward in
4 the meantime.

5 **Q.26. What is Novva's position on the terms BCP proposes?**

6 A.26. Novva agrees with BCP that large-load customers should pay the costs they cause. BCP's
7 proposal, however, extends well beyond that principle. It would require collateral in the form
8 of cash or a letter of credit for the full amount of the customer's exposure with no credit for a
9 guaranty, would hold a developer responsible for an entire campus, and would preclude terms
10 tailored to an individual project.³² It also does not appear to account for the protections NV
11 Energy already receives under Rule 9 and the HVD agreements.³³ Novva is concerned that
12 terms of this kind would make it very difficult to finance large projects in Nevada and have a
13 profound chilling effect on the investment that this state has welcomed for over a decade.

14 **Q.27. Should the Commission determine those terms in this docket?**

15 A.27. Only if the Commission elects to address them in this proceeding. Otherwise, they should be
16 determined in the separate proceeding.

17 **VII. CONCLUSION**

18 **Q.28. Please summarize Novva's requests.**

19 A.28. Novva's three projects are at different stages of development, and each depends on NV Energy
20 maintaining the schedule set forth in its HVD agreement. Novva supports Staff's objective of
21 protecting existing customers and does not object to a separate proceeding to establish

³¹ NRS 704.120(5).

³² Prepared Direct Testimony of Patrick A. Morton, Exhibit PAM-9, §§ 1, 5.

³³ See, Prepared Direct Testimony of Dennis Bartlett at 62.

1 permanent terms. Novva requests that the Commission continue service to Novva Reno, which
2 NV Energy already serves; maintain a path to service for Novva Las Vegas and Proton NLV,
3 which have executed LLESAs; and approve the resources those loads require in this IRP.

4 **Q.29. Does this conclude your prepared responsive testimony?**

5 A.29. Yes.

EXHIBIT SWENSON-DIRECT-1

NV ENERGY RESPONSE TO STAFF DR 221,
ATTACHMENT 01 (FORM RULE 9 HVD (LARGE
PROJECT) AGREEMENT)

WES SWENSON

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.

AGREEMENT NO. _____

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

APPLICANT NAME

Table of Contents

Article 1	Service to the Development.....	2
1.1	Identification of Facilities.	2
1.2	Transmission Load Study Based on Minimum Requirements to Serve.	3
1.3	Estimated Power to Be Used by the Development.....	3
1.4	Sources of Power to the Development.	3
1.5	Change in the Development's EFBPL	3
1.6	Customer Specific Facilities Charge.	4
1.7	Other Services Provided by Utility.	5
1.8	Providing Service to Applicant; Energy Supply.	5
Article 2	Scope of Work; Coordination of Activities; Design	5
2.1	Utility's Scope of Work	5
2.2	Applicant's Scope of Work	6
2.3	Coordination of Activities	6
2.4	Ownership of Improvements and the Project	7
2.5	Ownership of Facilities	8
2.6	Utility Design Development.....	8
Article 3	Property Rights.....	8
3.1	Property Rights Applicant Must Grant to or Acquire for Utility	8
3.2	Ongoing, Blanket Non-Exclusive Easement for Ingress, Egress and Access ..	10
3.3	Condition Precedent to Commence Construction	10
3.4	Applicant's Obligation to Provide a Site and Location of the Site.	10
3.5	Condition of the Site.....	11
3.6	Completing Remediation Before Inspection	11
Article 4	Identification and Resolution of Conflicts; Costs Associated with Conflicts	11
4.1	Identification of Conflicts	11
4.2	Resolution of Conflicts with Utility's Facilities and Payment of Costs.....	12
4.3	Resolution of Conflicts with Utility's Rights and Payment of Costs.....	12
4.4	No Obligation to Perform Obligations	12
Article 5	Acquisition and Support of Permits	12
5.1	BLM Right-of-Way Grant(s).....	12
5.2	Permits for the UOF	12
5.3	Utility's Support.....	13
Article 6	Target In-Service Date	13
6.1	Target In-Service Date(s) of the UOF; Target Completion Dates of the Applicant-Owned Facilities.....	13
6.2	Project Schedule; Constraints.....	13
6.3	No Obligation to Start Construction.....	14

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

Article 7	Improvements	15
7.1	Design, Construction, and Installation of Certain Improvements.	15
7.2	Material Used for Improvements.....	15
7.3	Posting Bonds.....	15
7.4	Generic Plans and Engineering Scope.....	16
7.5	Applicant's Technical Studies and Civil Improvement Plans.....	16
7.6	Submitting Copies of the Construction Specifications to Utility	17
7.7	Meetings	17
7.8	Improvements Coordination.....	17
7.9	Improvement As-Built Plans	18
7.10	Applicant's Third-Party Consultant's Obligations.....	19
7.11	Notice of Third-Party Consultant Inspection and Provision of Records.....	19
7.12	Delivery of Lien Releases	19
7.13	Drainage	20
Article 8	Utility Inspection and Acceptance of the Improvements	20
8.1	Inspection Scope and Schedule	20
8.2	Notice of Request for Inspection of Improvements by Utility	20
8.3	Utility's Initial Inspection of the Improvements	20
8.4	Notice of Acceptance or Non-Compliance in Connection with an Inspection	20
8.5	Correction of Deficiencies.....	20
8.6	Re-Inspection of the Improvements	20
8.7	Utility's Failure to Timely Inspect or Respond to a Request for (Re-)Inspection	20
8.8	Providing Additional Lien Releases	20
8.9	Officer's Certificate Required Before Acceptance.....	21
8.10	Applicant's Continuing Obligations Until It Transfers Ownership of the Improvements.....	21
Article 9	Guarantees	21
9.1	Guarantee Against Defects and Per Schedule	21
9.2	Utility's Option to Remedy Defect	21
Article 10	Third-Party Liens	21
10.1	Duty to Keep the Site Free of Liens	21
10.2	Applicant's Obligation to Discharge the Lien.....	22
10.3	Laws Related to Processing Liens.....	22
Article 11	Applicant's Additional Obligations.....	22
11.1	Load Forecast	22
11.2	Compliance with Laws and Other Standards	22
11.3	Obligation to Provide Documents and Information to Utility.....	22
11.4	Disclosing the High Voltage Distribution Route	23
11.5	Reduction of Service of Termination Charges; RSTC Security.....	23

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

11.6	Information Provided by and Needed from Applicant	23
11.7	Modification or Relocation of Electric Facilities	24
Article 12	Total Costs; Initial Payment; Allowance; Invoicing; True-Ups; Security; Interest ..	24
12.1	Total Costs	24
12.2	Allowance; Refunds	24
12.3	Proportionate Share	26
12.4	Initial Payment	26
12.5	Condition Precedent to Utility's Obligation to Perform	26
12.6	Performance of True-Ups	27
12.7	Post Construction HVD Tests	27
12.8	Payment Arrangement; Invoicing	27
12.9	Interest	28
12.10	Security	28
12.11	Reassessment of Applicant Risk Profile	30
12.12	Audited Financial Statements	30
Article 13	Term and Termination	31
13.1	Term of Agreement	31
13.2	Termination of Project by Applicant or Mutual Agreement	31
13.3	Termination of Project by Utility	31
13.4	Surviving Obligations	31
13.5	Taking Reasonable Actions to Mitigate Total Costs	32
13.6	Continuation of Project	32
Article 14	Default	32
14.1	Procedure	32
Article 15	Force Majeure	32
15.1	Notice of Force Majeure Event	32
15.2	Duty to Mitigate Effects of Delay	32
15.3	Notice of Resumption of Performance	32
15.4	Liability; Termination Option	33
Article 16	Hazardous Materials	33
16.1	Work Suspension; Notifying Applicant	33
16.2	Notifying Governmental Authority	33
16.3	Remediation or Termination	33
16.4	Remediation Requirements	33
Article 17	Insurance and Indemnification	34
17.1	Insurance	34
17.2	Utility Indemnity	34
17.3	Applicant Indemnity	35

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

Article 18	Confidentiality	35
18.1	Exchanging Information	35
18.2	Labeling Information Confidential	35
18.3	Protection of Confidential Information	35
18.4	Return or Destruction of Confidential Information	36
18.5	Sharing Confidential Information	36
18.6	Request for Confidential Information Through Legal Process	36
18.7	Rights and Limitations	37
Article 19	Representations	37
19.1	Utility's Standing in Nevada	37
19.2	Applicant's Standing in Nevada	37
19.3	Authority	37
Article 20	Additional Provisions	37
20.1	Notices	37
20.2	Utility's Tariff Schedules; Commission	38
20.3	Integration	38
20.4	Assignment	39
20.5	Limitation of Damages	39
20.6	Choice of Law and Venue	39
20.7	No Waiver	39
20.8	Independent Contractor	39
20.9	Interpretation	39
20.10	Amendments	39
20.11	No Third-Party Beneficiaries	40
20.12	Remedies	40
20.13	Headings; Exhibits; Cross References	40
20.14	Discretion	40
20.15	Severability	40
20.16	Counterparts	40
20.17	Performance of Acts on Business Days	40
20.18	Dispute Resolution	41
20.19	Jury Trial Waiver	41
20.20	No Guarantee of Energy Supply or Generation Capacity	41
Article 21	Definitions	41
21.1	Terms Defined in Rule 1	41
21.2	Terms Defined in Rule 9	41
21.3	Additional Definitions	42

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

Exhibit A	Contact Information
Exhibit B-1	Estimated Cost
Exhibit B-2	Payment Schedule
Exhibit B-3	Allowance Schedule
Exhibit B-4	Customer Specific Facilities Charge
Exhibit B-5	Reduction of Service or Termination Charge
Exhibit B-6	Load Forecast
Exhibit C-1	One-line
Exhibit C-2	Preliminary Layout
Exhibit D-1	Legal Description of Site
Exhibit E	Insurance Coverages
Exhibit F	Transmission Load Study
Exhibit G	Project Schedule

 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 Exhibit B-6 (“**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



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

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.



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

- 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 Development.
- 1.3 Estimated Power to Be Used by the Development. Based on information provided by Applicant as set forth on Exhibit B-6, 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 Sources of Power to the Development. 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 Change in the Development’s EFBPL.
 - (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)



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

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 [REDACTED] MW, at an assumed [REDACTED]% 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 [REDACTED] MW at an assumed [REDACTED]% 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 Customer Specific Facilities Charge.

[NOTE: 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 Exhibit B-4 to the periodic electric bill for the Development. Notwithstanding Section 19.10, the CSFC Applicant must pay 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



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

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.



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

- (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.



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

- (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,



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

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



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

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



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

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



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

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



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

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



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

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



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

- (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



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

- (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,



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

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



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

- (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



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

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.



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

- 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.



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

- 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,



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

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



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

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



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

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



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

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.



Rule 9, Section B.2 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 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.



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

(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



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

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



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

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



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

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



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

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.



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

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



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

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.



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

- 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.



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

- (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



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

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



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

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



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

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



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

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.



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

- 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.



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

- 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.



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

- 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. 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.

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



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

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.



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

- (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.



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

- (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]



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

UTILITY:

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

Signature: _____

Name: _____

Title: _____

Date: _____

APPLICANT:

Applicant Name

Signature: _____

Name: _____

Title: _____

Date: _____

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	

A

Exhibit B-1
Estimated Cost

[Attached Separately]

B-1

CONFIDENTIAL – Property of NV Energy
SUBJECT TO FURTHER REVIEW/EDIT BY NVE

Exhibit B-2
Payment Schedule

[Attached Separately]

B-2

CONFIDENTIAL – Property of NV Energy
SUBJECT TO FURTHER REVIEW/EDIT BY NVE

Exhibit B-3
Allowance Worksheet

[Attached Separately]

B-3

CONFIDENTIAL – Property of NV Energy
SUBJECT TO FURTHER REVIEW/EDIT BY NVE

Exhibit B-4
Customer Specific Facilities Charge

[Attached Separately]

B-4

CONFIDENTIAL – Property of NV Energy
SUBJECT TO FURTHER REVIEW/EDIT BY NVE

Exhibit B-5
Reduction of Service or Termination Charge

[Attached Separately]

B-5

CONFIDENTIAL – Property of NV Energy
SUBJECT TO FURTHER REVIEW/EDIT BY NVE

**Exhibit B-6
Load Forecast**

[Attached Separately]

B-6

CONFIDENTIAL – Property of NV Energy
SUBJECT TO FURTHER REVIEW/EDIT BY NVE

Exhibit C-1
One-line

[Attached Separately]

C-1

CONFIDENTIAL – Property of NV Energy
SUBJECT TO FURTHER REVIEW/EDIT BY NVE

Exhibit C-2

[RESERVED]

Preliminary Layout

[To be attached separately when complete]

C-2

Exhibit D-1

[RESERVED]

Legal Description of Site

[To be attached separately when complete]

D-1

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

E

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.

E

Exhibit F
Transmission Load Study

[Attached Separately]

F

Exhibit G
Project Schedule

[Attached Separately]

G

CONFIDENTIAL – Property of NV Energy
SUBJECT TO FURTHER REVIEW/EDIT BY NVE

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10

That I am the person identified in the foregoing Responsive Testimony and that such testimony prepared by me or under my direct supervision; that the answers and information set forth therein be to the best of my knowledge and belief as of the date of this Affirmation; that I have reviewed and approved any modifications after the date of this Affirmation; and that if asked the questions set forth herein, my answers thereto would, under oath, be the same.

Wes Swenson

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served the foregoing Responsive Testimony of Wes Swenson on behalf of Novva Holdings, LLC on behalf of its subsidiaries Novva Las Vegas, LLC; Novva Reno, LLC; and Proton NLV, LLC in reference to the Joint Application of Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy for approval of their 2027-2046 Triennial Integrated Resource Plan and 2027-2029 Energy Supply Plan, upon each of the parties on the attached service list in this proceeding via electronic mail.

DATED this 2nd day of October 2026.

Sincerely,

/s/ Miriam S. Harris

Miriam S. Harris

Paralegal

Davison Van Cleve, PC

Staff Counsel Support
Public Utilities Commission of Nevada
Mr. Don Lomoljo, Staff Counsel
1150 E. William Street
Carson City, Nevada 89701-3109
dlomoljo@puc.nv.gov
pucn.sc@pucn.nv.gov

Office of the Attorney
General Bureau of Consumer Protection
Michelle Badorine
100 North Carson Street
Carson City, Nevada 89701
bcp@ag.nv.gov
mbadorine@ag.nv.gov

Nevada State Clearinghouse
Skip Canfield
901 S Stewart St Ste 5003
Carson City, NV 89701
nevadaclearinghouse@lands.nv.gov

General Bureau of Consumer Protection
Michael Saunders
8945 W Russell Rd Ste 204
Las Vegas, NV 89148
msaunders@ag.nv.gov

Advanced Energy United
Brian Turner
Emma Hibbard
1801 Pennsylvania Ave NW Ste 410
Washington, DC 20006
bturner@advancedenergyunited.org
ehibbard@advancedenergyunited.org

NV Energy Regulatory Dept
NV Energy
6100 Neil Rd
Reno, NV 89511
regulatory@nvenergy.com

Keyes & Fox LLP
Scott Dunbar
1580 Lincoln St Ste 1105
Denver, CO 80203
sdunbar@keyesfox.com

Amazon
Aisling Scott
Brittany Iles
2121 8th Ave
Seattle, WA 98121
aiscot@amazon.com
beiles@amazon.com

Holland & Hart LLP
Amanda Sanchez
Kristine Roach
Larura Granier
Lucas Foletta
5470 Kietzke Ln Ste 100
Reno, NV 89511
alsanchez@hollandhart.com
karoach@hollandhart.com
lkgranier@hollandhart.com
lmfoletta@hollandhart.com

Caesars Enterprise Services LLC
Jeffery Ruskowitz
One Caesars Palace Dr
Las Vegas, NV 89109
jruskowitz@caesars.com

McDermott Will & Schulte LLP
Hafsa Tout
Hallie Fox
Joseph McClure
444 W Lake St Ste 4000
Chicago, IL 60606
htout@mcdermottlaw.com
hfox@mcdermottlaw.com
jmcclure@mcdermottlaw.com

Colovore LLC
Mike Fulkerson
1101 Space Park Dr
Santa Clara, CA 95054
fulkerson@colovore.com

Fleet Data Centers
Shalini Sharma
3200 Cherry Creek S Dr Ste 500
Denver, CO 80209
Shalini.sharma@fleetdatacenters.com

Interwest Energy Alliance
Hunter Holman
400 Gold Ave SW Ste 700
Albuquerque, NM 87102
hunter@interwest.org

Davis Wright Tremaine LLP
Anna Fero
Chasity Hendren
Vidhya Prabhakaran
50 California St 23rd FL
San Francisco, CA 94111
annafero@dwt.com
chasityhendren@dwt.com
sfopuncdocket@dwt.com
vidhyaprabhakaran@dwt.com

Davison Van Cleve PC
Curt Ledford
Dakota Councilman
4675 W Teco Ave Ste 230
Las Vegas, NV 89118
crl@dvclaw.com
dlc@dvclaw.com

Parsons Behle & Latimer
Justina Caviglia
Shawna Blank
50 W Liberty St Ste 750
Reno, NV 89501
jcaviglia@parsonsbehle.com
sblank@parsonsbehle.com

Bates White LLC
Carolyn Berry
2001 K St NW North BLDG Ste 500
Washington, DC 20006
carolyn.berry@bateswhite.com

Google LLC
Sydney Henry
12396 Grant St
Thornton, CO 80241
sydneyhenry@google.com

Interwest Energy Alliance
Nina Peluso
PO Box 587
Hinesburg, VT
npeluso@energyfuturesgroup.com

MGM Resorts International
Henry Shields
3260 Sammie Davis Jr Dr BLD A
Las Vegas, NV 89109
hshields@mgmresorts.com

Pepple Moser PC
Anna Congdon
Tyler Pepple
1500 SW First Ave Ste 980
Portland, OR 97201
anna@pepplemoser.com
tyler@pepplemoser.com

Nevada Resort Association
Virginia Valentine
10000 W Charleston Blvd Ste 165
Las Vegas, NV 89135
valentine@nevadaresorts.org

Womble Bond Dickerson LLP
Lucy Crow
One E Liberty St Ste 300
Reno, NV 89501
lucy.crow@wbd-us.com

Womble Bond Dickerson (US) LLP
Dietrich Hoefner
Michelle Gaeng
1601 19th St Ste 100
Denver, CO 80202
dietrich.hoefner@wbd-us.com
michelle.gaeng@wbd-us.com

Arnold & Porter Kaye Scholer LLP
Randall Miller
1144 15th St Ste 3100
Denver, CO 80202
randy.miller@arnoldporter.com

Sklar Williams PLLC
Ann Pongracz
410 S Rampart Blvd Ste 350
Las Vegas, NV 89145
apongracz@sklar-law.com

Nevada Gold Mines LLC
Hillary Wilson
1655 Mountain City Hwy
Elko, NV 89801
hiliary.wilson@barrick.com

Nevada Workers For Clean and AFF
Hunter Stern
30 Orange Tree Cir
Vacaville, CA 95687
hls5@ibew1245.com

Arnold & Porter Kaye Scholer LLP
David Jelsma
1144 15th St Ste 3100
Denver, CO 80202
david.jelsma@arnoldporter.com

Resse Ring Velto PLLC
Monique Rodriguez
Nathan Ring
3100 W Charleston Blvd Ste 208
Las Vegas, NV 89102
monique@rrvlawyerts.com
nathan@rrvlawyers.com

Redwood Materials INC
Alma Chao
Josh Gubkin
2801 Lockheed Way
Reno, NV 89706
alma@redwoodmaterials.com
joshgubkin@redwoodmaterials.com

Keyes & Fox
Scott Dunbar
1580 Lincoln St Ste 1105
Denver, CO 80203
sdunbar@keyesfox.com

Western Resource Advocates
George Cavros
Jeff Griffin
Zoe Harrold
Nicolas Oliver
275 Hill St Ste 210
Reno, NV 89501
george.cavros@westernresources.org
jeff.griffin@westernresources.org
nicolas.oliver@westernresources.org
zoe.harrold@westernresources.org

Solar Energy Industries Association
Kevin Lucas
Wil Gehl
1425 K St NW Ste 1000
Washington, DC 20005
klucs@seia.org
wgehl@seia.org

Tahoe Spark
Danielle Hughes
PO Box 144
Carnelian Bay, CA 96140
jointahoespark@gmail.com

Earth Justice
David Bender
3916 Nakoma Rd
Madison, WI 53711
dbender@earthjustice.org

Powerline Law
Robert Sweetin
4775 W Teco Ave Ste 205
Las Vegas, NV 89118
bob@powerline.law

Solar United Neighbors
Shannon Anderson
1350 Connecticut Ave NW Ste 412
Washington, DC 20036
sanderson@solarunitedneighbors.org

Sierra Club
Joseph Halso
Maddie Lipscomb
Patrick Woolsey
2101 Webster St Ste 1300
Oakland, CA 94612
joe.halso@sierraclub.org
maddie.lipscomb@sierraclub.org
patrick.woolsey@sierraclub.org

Southwest Energy Efficiency Project
Courtney Fieldman
Travis Madsen
2334 Broadway Ste A
Boulder, CO 80304
cfieldman@swenergy.org
tmaden@swenergy.org

Vote Solar
Brad Heusinkveld
Christopher Mixson
4111 W Kootenai St
Bosie, ID 83705
bheusinkveld@votesolar.org

Walmart Inc
Jamie McGovern
814 Respect Dr
Bentonville, AR 72716
jamie.mcgovern@walmart.com

Tract Management Co
Molly Watters
3300 E 1st Ave Ste 600
Denver, CO 80206
molly.watters@tractcapital.com