NEVADA COMMUNITY SUPPORT COMMITMENT

Standard Form Required Under Executive Order 2026-005

This Nevada Community Support Commitment (this "Commitment") is made as of _____, 20__, by and between the State of Nevada, acting by and through the Governor's Office of Economic Development (the "Office"), and _____, a _____ (the "Developer"). References to the Developer include the applicant for the partial abatement, each person to which a partial abatement approved for the Facility is granted, and their successors and assigns as Section 11 provides. The Office and the Developer are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The Developer has applied, or intends to apply, to the Office pursuant to NRS 360.754 for a partial abatement of taxes with respect to a data center to be located in _____ County, Nevada (the "Facility").

B. Executive Order 2026-005 provides that the Executive Director of the Office shall not bring an application for a data center abatement before the Board of Economic Development unless the applicant has executed this Commitment, in the standard form the Executive Director publishes, incorporated into the agreement executed under NRS 360.754.

C. It is the policy of this State that a developer of a data center, and each person that occupies or operates the data center, bear the costs caused by the project, including the cost of the infrastructure required to serve it, so that no cost of serving the data center is borne by any other ratepayer, no ratepayer pays more because the data center was built, and the data center leaves its host community better off than it found it. The standard this State sets is a partnership whose terms run in both directions, and the Office makes the undertakings set forth in Section 12.13.

D. The taxes paid with respect to the Facility, whether by the Developer or by a person occupying or operating it, are substantial, and they are distributed as the law provides, including to the State and to the counties, cities and school districts in which the Facility is located. Foremost among them, the Local School Support Tax is paid in full and is not abated in any amount, so that the revenues generated by the Facility will materially increase the funding available for the support of K-12 education in this State. For the avoidance of doubt, it is the policy of this State that the incremental revenues generated by qualified data center development be applied in part to improved funding levels for Nevada's public schools and to programs that address instability in the labor market created by the emerging industries these facilities support. Taken together with the other undertakings the Developer makes in this Commitment, the contributions of the Facility to the State and to the host jurisdiction are material and enduring. The benefit to a host community is therefore delivered through the tax system.

E. The Developer enters into this Commitment in consideration of the State's consideration of its application, and acknowledges that the undertakings set forth herein are a condition of eligibility for, and continuation of, any partial abatement approved for the Facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Board" means the Board of Economic Development created by NRS 231.033.

1.2 "Commencement Date" means the date on which the partial abatement approved for the Facility becomes effective under the agreement executed pursuant to paragraph (b) of subsection 2 of NRS 360.754.

1.3 "Critical IT Load" means the contracted electrical capacity, expressed in megawatts, available to serve information technology equipment at the Facility, exclusive of cooling and distribution overhead.

1.4 "Executive Director" means the Executive Director of the Office.

1.5 "Host Jurisdiction" means the county or city having land use authority over the Facility.

1.6 “Occupant” means any person other than the Developer that occupies, leases, subleases, licenses or otherwise uses any portion of the Facility, or that owns or operates information technology equipment installed at the Facility, whether under a lease, colocation, hosting, tenancy, service or other arrangement.

1.7 “Projections” means the representations regarding employment, wages, capital investment, Critical IT Load, electricity consumption and water consumption at the Facility that the Developer submits with its application and certifies at approval, in the form the Executive Director prescribes.

1.8 “Water Purveyor” means the entity, including a general improvement district, providing or authorized to provide water service to the Facility.

1.9 “Office of Energy” means the Office of Energy created by NRS 701.150 within the Office of the Governor.

1.10 “Developer” has the meaning given in the preamble, and includes each person the preamble describes. Terms not otherwise defined have the meanings given in NRS 360.754.

SECTION 2. TERM

2.1 This Commitment takes effect upon execution by the Parties and, if a partial abatement is approved for the Facility, continues from the Commencement Date for the full term of that abatement.

2.2 The obligations set forth in Sections 3, 4, 5, 6, 9 and 11 survive the expiration or earlier termination of any abatement and continue for so long as the Facility operates. The obligations to maintain the site and to remove the equipment and restore the site under Sections 6.4, 6.5, 6.6, 6.7 and 6.8 survive the cessation of operations.

2.3 If no partial abatement is approved for the Facility, this Commitment terminates without further liability of either Party, except that the Developer remains subject to every requirement of law applicable to the Facility.

SECTION 3. WATER STEWARDSHIP

3.1 Operating standard. The Developer shall meet the standard applicable to the location of the Facility, as to the Facility and as to any generation or other asset serving it that the Developer owns, operates or in which it holds a material interest.

> (a) Where the Water Purveyor receives return-flow credit for water returned to the Colorado River, the Developer shall design and operate the Facility for no net recurring consumptive use of water, measured as water withdrawn less water returned and credited.
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> (b) Where return-flow credit is not available, the Developer shall operate the Facility under a water conservation plan approved by the Water Purveyor or, where there is none, by the State Engineer, shall cause no reduction in the water allocated to existing users, and shall cause no increase in the cost of water to existing customers attributable to the Facility, paying the costs the Facility causes through the Water Purveyor’s adopted rates and charges without subsidy from another customer class.

Under either standard, a Facility that uses evaporative cooling shall offset its consumptive use as provided in Section 3.4. Water used for domestic purposes at the Facility is not counted against either standard. This Section does not apply to one-time use during construction or to the initial fill of a closed-loop cooling system, but recurring make-up water for such a system is not excluded. The Developer is not responsible under this Section for water consumption it does not own or control, and water used at the Facility by an Occupant is water of the Developer for purposes of this Section.

3.2 Source and efficiency. The Developer shall prioritize reclaimed and other non-potable sources, and shall select cooling and other systems that achieve the standard applicable under Section 3.1. The Developer shall commit to a maximum annual consumptive use of water at the Facility, stated in acre-feet, at a level and in a form acceptable to the Executive Director, and shall report actual annual consumptive use against that commitment.

3.3 Supply and replenishment. Where the Facility is not served by a Water Purveyor, the Developer shall demonstrate a secured supply that does not diminish existing municipal or agricultural supply and, where cooling relies upon potable supply, shall fund equivalent replenishment or the development of new supply in the amount the State Engineer

determines is required after accounting for supply already committed and uncommitted, so that existing users are unaffected. That obligation is quantified in acre-feet of consumptive use and may be satisfied in whole or in part by funding verified and permanent reductions in consumptive use in the same basin.

3.4 Offsets. A Facility that uses evaporative cooling shall offset its consumptive use at a ratio of not less than [1.1] to 1.0, measured in acre-feet, by funding verified and permanent reductions in consumptive use by other water users in the same basin, provided that the conserved water remains available to existing users in the basin and is not applied to serve the Facility or otherwise appropriated by the Developer as a source of supply. [Consumptive use of reclaimed water or treated effluent that would not otherwise be available to existing users in the basin is credited against the offset, under an accounting the Water Purveyor and the State Engineer approve within their authority.] No lesser offset is accepted in any circumstance. The Developer bears the risk that a return-flow credit or a funded reduction fails to achieve the offset credited to it, and shall make up any resulting shortfall. An acre-foot of offset applied under one provision of this Section is not counted again under another.

3.5 Wastewater. The Developer shall treat all wastewater generated by the Facility, whether on site or through funded dedicated capacity, to standards acceptable to the Water Purveyor, to the entity providing wastewater collection or treatment service to the Facility where that entity is not the Water Purveyor, and to the Host Jurisdiction, including their pretreatment, blowdown and concentrate requirements, so that the Facility places no incremental burden on the wastewater collection or treatment system of the Host Jurisdiction or of that entity.

3.6 Drought. The Developer shall file a drought curtailment plan with the Water Purveyor and the Office, effective upon a declared shortage, stating how the Facility will reduce its own draw, and shall comply with it. The plan supplements, and does not displace, the drought response of the Water Purveyor or the authority of the State Engineer.

3.7 Water management and attestation. The Developer shall submit an attestation, and shall implement and maintain a water management approach, providing that the Facility is designed and will be operated to promote water efficiency, to reduce reliance on potable water supplies to the maximum extent reasonably practicable, to reduce unnecessary water losses, to prioritize returning withdrawn water to the source basin or the public system, and to prioritize reclaimed and other non-potable sources, consistent with reliable operations, public health, safety and applicable law. The attestation and the water management approach are in addition to, and do not satisfy, the standard set forth in Section 3.1. Material submitted under this Section is subject to Section 9.2.

3.8 Groundwater. Where the Facility is served under a privately held groundwater right, the Developer shall report its annual groundwater use to the State Engineer as required of every holder of a permit, and shall furnish a copy of that report to the Office.

SECTION 4. RATEPAYER PROTECTION

4.1 Cost of service. Before receiving service, the Developer shall enter into the line extension agreement and any other agreement the serving utility's approved tariffs require, together with any further agreement the Public Utilities Commission of Nevada (the "Commission") approves for large loads, and under them shall bear the cost of serving the Facility, so that other customers of the serving utility carry none of that cost. The instrument by which those obligations are undertaken, and their measure and terms, are for the Commission to determine, and nothing in this Section directs the Commission in the approval of any tariff or agreement. A failure to perform an obligation owed to the serving utility under such an agreement is a default under Section 10 only if it is not cured within the period that agreement provides and, after notice from the Office, within the period Section 10.1 provides.

4.2 Chapter 704B. This Section does not require a Facility taking electric service from a provider of new electric resources under chapter 704B of NRS to comply with the same requirements applicable to other large load customers for recovery of costs associated with electrical power generation resources.

4.3 Risk of non-materialization. The Developer, and not other customers of the serving utility, shall bear the risk that the demand it contracts for, and the energy consumption for which supply is procured on its account, do not materialize.

4.4 Renewable content. [The Developer shall meet, as to all electricity the Facility consumes from any source, a renewable content not less than the portfolio standard applicable in that calendar year to a provider of electric service

under NRS 704.7821. Electricity supplied by the serving utility meets that requirement through the compliance of the utility with that section. Electricity the Developer produces or procures from any other source shall meet it through a portfolio of renewable energy systems, portfolio energy credits under NRS 704.7822 and efficiency measures, and the Developer shall report its performance against that requirement annually in the manner the Executive Director prescribes and shall not thereby avoid any obligation of this Section with respect to any portion of its load served by the utility. The requirement does not apply to generation operated under Section 5.4 or 5.5, or to an interim arrangement that bridges service until supply from the serving utility is available, for a period the Executive Director approves.] [In the alternative, electricity the Developer produces or procures from a source other than the serving utility shall meet a voluntary, technology-neutral clean energy target that credits energy storage, nuclear generation and deliverable off-site resources, and the Developer shall report its performance against that target annually.]

4.5 Limitations. Nothing in this Section 4 is intended to address any matter within the exclusive jurisdiction of the Federal Energy Regulatory Commission, or to obligate the Developer for costs it does not cause, including changes in rates of general application.

4.6 Information for the Responsible Speed to Power Plan. The Developer shall provide the Office of Energy the anticipated load and in-service schedule of the Facility, any plan for the supply of electricity to the Facility from a source other than the serving utility, and such further information as the Responsible Speed to Power Plan under Section 5 of Executive Order 2026-005 requires, and shall update that information annually and upon any material change. Information provided under this Section is subject to Section 9.2.

SECTION 5. GRID RELIABILITY, EMERGENCY LOAD REDUCTION AND FLEXIBILITY

5.1 The operation of the Facility during a declared grid emergency shall not come at the expense of firm service to homes and existing businesses. The Developer shall comply with any load reduction requirement applicable to the Facility under the serving utility's approved tariffs or under another tariff, agreement, order or program the Commission approves, including a requirement to reduce load when the serving utility or the balancing authority so directs, relying where necessary and appropriate on alternative or redundant energy systems, the terms of any such obligation being for the Commission to determine. Where the peak demand of the Facility exceeds [75] megawatts, the Developer shall install and maintain equipment enabling the Facility to reduce the load it places upon the serving utility during a declared grid emergency or firm load shed event, and the Facility shall not continue to take grid-supplied power while firm load is being shed from other customers. The obligation does not extend to reductions for economic reasons, applies after the balancing authority has deployed the market services on which it ordinarily relies, other than frequency responsive services, and has given reasonable notice, and is limited, so far as practicable, to the amount for which the Facility has backup generation readily available. A reduction so directed is counted as firm load shed.

5.2 Where Section 5.1 requires that equipment, the Developer shall file a load reduction plan, in a form acceptable to the Executive Director, with the serving utility and the Public Utilities Commission of Nevada, and shall comply with it. The plan shall account for any critical public service the Facility supports, for the emissions associated with any backup generation the reduction requires, and for the operating characteristics of the Facility, so that no facility bears a disproportionate obligation.

5.3 Load reduction obligations, notice periods, per-event duration and annual limits, and compensation, if any, shall be as the tariff, agreement, order or program described in Section 5.1 provides.

5.4 Alternative and backup generation. Nothing in this Section requires the Facility to cease its operations. The reduction required by Section 5.1 is a reduction in the load the Facility places upon the serving utility, and the Developer may satisfy it, in whole or in part, by serving the Facility from on-site generation, energy storage, backup generation, a power purchase arrangement or any other source not supplied by the serving utility. Load served from such a source counts toward the reduction required by Section 5.1. The Developer shall notify the Host Jurisdiction of a deployment of backup generation directed under this Section.

5.5 Capability maintained in advance. The Developer may install, maintain and operate generation and storage sufficient to serve the Facility during a declared grid emergency, a firm load shed event or an unforeseen shortage, and nothing in this Commitment limits its ability to do so. Such generation and storage shall comply with all applicable

state and local zoning requirements. Generation operated under this Section and Section 5.4 shall comply with Section 6.3 and with all applicable air quality permits, and shall be operated so that it does not impair the reliability or safety of the serving utility's system.

5.6 Disclosure of backup generating capability. The Developer shall disclose to the serving utility whether the Facility maintains on-site backup generating facilities, meaning generation that is not capable of exporting energy to the grid and that in the aggregate can serve at least [50] percent of on-site demand. Information disclosed under this Section is subject to Section 9.2.

5.7 Voluntary load flexibility. Participation by the Developer in a voluntary bring your own capacity program established by the Public Utilities Commission of Nevada is in addition to, and does not satisfy, the obligation of Section 5.1.

5.8 Essential services. A Facility providing essential services, such as emergency communications and 9-1-1, public safety, health care, utility control systems, telecommunications, payment systems, transportation control and continuity of government, is treated as an essential service as the program described in Section 5.1 designates, provided that its development and operation will not increase the risk to the stability or availability of power, or the cost of energy, for existing customers.

SECTION 6. SITING, NOISE, SITE CONDITION AND DECOMMISSIONING

6.1 Siting and land use. The Developer shall comply with all applicable state and local zoning, noise and land use requirements.

6.2 Noise. The Developer shall comply with the noise standard of the Host Jurisdiction, including during the testing of backup generation. Where the Host Jurisdiction has adopted no applicable standard, the Developer shall not exceed the following, as measured at neighboring occupied structures or at the property boundary and as a one-hour equivalent sound level:

(a) where the adjoining land use is residential, [XX] dBA during daytime hours and [XX] dBA during nighttime hours;

(b) where the adjoining land use is commercial, [XX] dBA during daytime hours and [XX] dBA during nighttime hours; and

(c) where the adjoining land use is industrial, [XX] dBA during daytime hours and [XX] dBA during nighttime hours.

In a rural area, the residential or the commercial limit applies according to the proximity of the Facility to occupied residences. For this purpose, daytime hours are [7:00 a.m. to 10:00 p.m.] and nighttime hours are the remainder of the day.

6.3 Backup generation. Backup generation shall rely on currently available, operationally reliable and scalable sources, shall meet a [Tier 4 equivalent] emissions standard or better, and shall comply with all applicable air quality permits, with defined testing windows. Nothing in this Section requires the Developer to exceed the limitation on non-emergency operating hours imposed by federal law. [Operation directed under Section 5 during a declared grid emergency is emergency operation for purposes of that limitation.] Where the aggregate backup generating capacity within [X] miles of the Facility exceeds [X] megawatts, the Developer shall model the cumulative air quality effects and shall file the results with the Office.

6.4 Completion and condition of the site. The Developer shall complete each improvement it begins at the Facility, or remove it, so that no partially constructed improvement is left in place. This Section applies to every Facility without regard to the ownership of the land on which it is located. For so long as the Developer owns or controls the site, and whether or not the Facility is in operation, the Developer shall maintain the site and all improvements upon it, including perimeter screening, landscaping, fencing, lighting and exterior surfaces, in a safe, secure and orderly condition, shall control dust, weeds, debris and graffiti, and shall keep any unoccupied structure secured against unauthorized entry. This obligation continues through any period of suspended construction or idling and until the obligations of the Developer under Sections 6.6 and 6.7 are satisfied.

6.5 Point of contact. The Developer shall designate and publish the name, telephone number and electronic mail address of a person responsible for receiving and responding to concerns regarding noise, light, dust, traffic, odor, heat and construction activity at the Facility, and shall maintain that contact for so long as the Developer owns or controls the site. A successor or assign bound under Section 11 shall designate and publish that information at the closing of the sale, transfer or change in controlling interest.

6.6 Dormant and incomplete facilities. If construction of the Facility is suspended for more than [12] consecutive months before completion, or if the Facility is substantially idled for more than [24] consecutive months after being placed in service, the Developer shall, at the direction of the Executive Director, resume construction or operations, complete or remove the partially constructed improvements as required by Section 6.4, or, where Section 6.7 applies, remove the equipment and restore the site as provided in that Section. For this purpose, the Facility is substantially idled when the Critical IT Load in service is less than [10] percent of the Critical IT Load set forth in the Projections. A suspension or idling attributable to force majeure, defined as an event beyond the reasonable control of the Developer, including an act of God, fire, flood, earthquake, epidemic, war, terrorism, civil disturbance, strike or an action of a governmental authority not caused by the Developer's own noncompliance, to a pending sale, repowering or repurposing of the Facility, or to another cause outside the reasonable control of the Developer, in each case for which the Developer demonstrates a credible plan and schedule, or to any additional period the Executive Director approves in writing, is excluded in computing those periods. Before directing removal under this Section, the Executive Director shall consult the Host Jurisdiction. Nothing in this Section limits the building and nuisance codes of the Host Jurisdiction.

6.7 Removal and restoration. Where the Facility is located on land leased from or otherwise occupied under a grant, permit or right-of-way from a local government, the State or the Federal Government, then upon the permanent cessation of operations at the Facility, or upon a direction to remove under Section 6.6, the Developer shall remove the equipment and restore the site to its original condition within [24] months thereafter, or such longer period as the Executive Director approves. Where the Facility is located on any other land, including land the Developer owns, land the Developer holds under a lease, grant, permit or right-of-way from a person other than a local government, this State or the Federal Government, and land the Developer has conveyed or agreed to convey to another, this Section imposes no obligation to remove the equipment or to restore the site to its original condition, and the obligations of the Developer upon cessation of operations are those set forth in Section 6.4 and those imposed by the Host Jurisdiction in the exercise of its own authority. This Section does not require removal or restoration where the Facility is transferred to a person that assumes this Commitment under Section 11 and continues to operate the Facility. The obligation under this Section is satisfied to the extent the Developer performs an equivalent removal and restoration obligation imposed by the local government, the State or the Federal Government as the owner or manager of the land. Nothing in this Section limits the obligations of the Developer under Sections 6.4 and 6.5.

6.8 Financial assurance. Where the Executive Director determines that the obligations under Sections 6.4, 6.6 and 6.7 are not otherwise adequately assured, the Executive Director may require the Developer to post surety, in a form and amount the Executive Director determines, sufficient to discharge an obligation that would otherwise fall to the State, a local government or the taxpayers. In making that determination the Executive Director shall consider the financial condition of the Developer and of any guarantor, the residual value of the improvements at the Facility, and whether the Facility is located on public or leased land, and shall not require assurance that duplicates a bond, surety or other assurance already required by the Host Jurisdiction, the serving utility or the Water Purveyor. Surety required under this Section may be staged or funded over the term of the abatement, may be satisfied in whole or in part by the guaranty of a creditworthy parent or affiliate, and shall be maintained until the obligations it assures are satisfied. The Executive Director may reduce or release surety upon a demonstration that it is no longer necessary to assure those obligations.

6.9 Thermal effects. No thermal performance standard applies to the Facility unless it applies uniformly to similarly situated commercial and industrial development.

6.10 Coordination with the Host Jurisdiction and the Water Purveyor.

(a) Pre-application coordination. Before filing its application, the Developer shall meet with the Host Jurisdiction, and shall invite the Water Purveyor and the school district in which the Facility is located, to

review the proposed location of the Facility, the Projections, the anticipated demand for water, wastewater, electric and transportation infrastructure, the measures proposed under Sections 3, 5 and 6, and the schedule for construction. The application shall certify that the meeting occurred and state the date on which it was held.

(b) Notice of application. The Developer shall deliver a copy of its application to the Host Jurisdiction and the Water Purveyor when it is filed with the Office, omitting any material identified under Section 9.2 as a trade secret or as otherwise confidential. The Office shall notify the Host Jurisdiction and the Water Purveyor of the date on which the Board will consider the application as soon as that date is set and not less than [30] days, or such longer period as the Executive Director directs, before the meeting, so that each may consider the application at a meeting held in compliance with chapter 241 of NRS.

(c) Opportunity to be heard. The Host Jurisdiction and the Water Purveyor may submit written comments on the application to the Office at any time before the Board acts, and the Office shall transmit the comments it receives to the Board with the application. Comment under this Section does not delay the placement of a complete application on the agenda of the Board under paragraph (b) of Section 12.13, and the absence of comment is not a condition of that placement.

(d) Information during the term. The Office shall furnish the Host Jurisdiction a copy of each report submitted under Section 9.1, subject to Section 9.2, and written notice of any notice of default, suspension or recapture under Section 10. The Host Jurisdiction may report to the Office any failure of the Developer to perform an obligation of this Section 6, and the Office shall consider that report in administering Section 10.

(e) Limits. Nothing in this Section gives the Host Jurisdiction or the Water Purveyor a right to approve, condition or delay the application or the partial abatement, requires or permits any payment, contribution or exaction beyond those Section 8 describes, or limits or alters the land use authority of the Host Jurisdiction or the authority of the Water Purveyor, each of which is exercised under its own law and procedures.

SECTION 7. WORKFORCE

7.1 The Developer shall meet or exceed the wage and Nevada resident employment requirements of NRS 360.754, shall support registered apprenticeship or equivalent trade training in the host region, and shall report resident construction hours and permanent resident employment annually under Section 9.1. The Executive Director may waive the requirement of NRS 360.754 that at least 50 percent of the employees engaged in the construction of the Facility be residents of Nevada, upon proof satisfactory to the Executive Director that there is an insufficient number of residents of Nevada available and qualified for such employment. The requirement that the Facility employ full-time employees who are residents of Nevada is not subject to waiver. Where the Executive Director does so, the Developer shall support additional registered apprenticeship or equivalent trade training in the affected trade and host region, in an amount proportionate to the hours by which the Facility fell short of the requirement or at a level the Executive Director determines to be appropriate to the interests of the State. Health care benefits shall meet the minimum established by the Office.

7.2 The Developer shall extend resident hiring commitments beyond initial construction to the recurring maintenance, upgrade and modernization work performed at the Facility.

7.3 Reporting. Employment, wages and resident share, for both construction and operations, are reported under Section 9.1 and measured against the Projections.

7.4 Workforce transition. The Developer shall participate in, and contribute to, workforce training and retraining programs serving Nevada residents whose occupations are subject to displacement by the technologies the Facility supports, through a program identified by the Governor's Office of Workforce Innovation. The obligation may be satisfied through supported apprenticeships, community college or university partnerships, scholarships or direct program support.

SECTION 8. COMMUNITY BENEFIT

8.1 Delivered through the tax system. The Parties acknowledge that the community benefit associated with the Facility is delivered through the taxes paid with respect to the Facility, whether by the Developer or by an Occupant, and the dedication of those taxes under law, including the distribution of local shares to counties, cities and school districts and the Local School Support Tax, which is paid in full and is not abated in any amount as Section 2 of Executive Order 2026-005 requires. The obligations of the Developer under Sections 3 through 7, including the workforce training and retraining contribution required by Section 7.4, are recognized as the community benefit provided by the Facility, in addition to the taxes paid with respect to it.

8.2 No separate community benefit agreement. Neither the State nor the Office requires, and neither shall condition a partial abatement upon, a separate community benefit agreement between the Developer and a local government, or any payment or contribution to a local government beyond the taxes payable with respect to the Facility by the Developer and any Occupant and the cost obligations set forth in Sections 3 through 7. Neither the State nor the Office shall impose any other community benefit requirement, payment, contribution or exaction upon the Developer or upon any Occupant as a condition of a partial abatement, so that the Developer and any Occupant may develop and operate the Facility with certainty as to what this State requires.

8.3 Cost responsibility unaffected. Nothing in this Section relieves the Developer of any obligation under Sections 3 through 7, of an impact fee imposed under chapter 278B of NRS or of any other exaction, fee or condition of entitlement lawfully imposed by a Host Jurisdiction in the exercise of its own authority, in each case provided it applies uniformly to development generally, or responds to a documented impact of the Facility, and is not imposed only because the Facility is a data center, or of any charge imposed by a utility, water purveyor or wastewater provider for connection, capacity or service. A development agreement between the Developer and the Host Jurisdiction is unaffected.

8.4 Voluntary contributions. Nothing in this Section prohibits a Developer from making a voluntary contribution to a community, and no such contribution shall be required, credited or considered by the Office in acting upon an application. A payment or contribution made in satisfaction of Section 7.4 is not a voluntary contribution for purposes of this Section.

SECTION 9. REPORTING AND VERIFICATION

9.1 On or before [March 1] of each year, the Developer shall submit to the Office a report, certified by an officer of the Developer, setting forth the following for the preceding calendar year:

(a) actual employment, wages in the aggregate, capital investment and resident share, for both construction and operations, at the Facility, including operations conducted by any Occupant, measured against the Projections;

(b) the taxes paid and abated, whether by the Developer or an Occupant;

(c) the electricity consumed, including the estimated average hourly demand during the Facility's peak period and the Critical IT Load in service, measured against the Projections; and

(d) the water consumed and returned, including maximum day demand and consumption specified by month, by water source and by whether the consumption was primarily for cooling or another application, measured against the Projections.

The report shall also state the measures undertaken during the year to improve water efficiency and reduce consumption. Electricity consumed shall be reported by the serving utility, water consumed shall be reported by the Water Purveyor, and water returned shall be reported by the Water Purveyor or, where the water is returned to a system the Water Purveyor does not operate, by the entity that operates that system, which the Office shall obtain directly and which shall serve as third-party verification of those measures. The Developer shall execute the consents and authorizations necessary for the serving utility, the Water Purveyor and any entity reporting water returned under this Section to release that information to the Office, and shall reimburse each of them for the reasonable incremental

cost of that reporting. A reporting entity acting in good faith is not responsible under this Commitment for an inadvertent error it corrects after notice. The remaining measures are reported by the Developer and are subject to audit by the Department of Taxation.

9.2 Publication and confidentiality. The Developer consents to the publication by the Office, in the manner Section 9.4 provides, of the measures reported under Section 9.1. Nothing in this Commitment requires the Developer to disclose, or the Office to publish, a trade secret or any record that is confidential or exempt from disclosure under law, including under NRS 231.069, NRS 360.247, NRS 360.255 or NRS 239.010, or any trade secret within the meaning of NRS Chapter 600A. Reporting under this Commitment does not require the Developer to disclose the location or operation of security equipment and systems, a vulnerability assessment, an assessment of specific cybersecurity threats or vulnerabilities, or a security plan for the Facility. This Commitment creates no obligation of confidentiality on the part of the State, and no right of the Developer with respect to confidentiality, beyond those existing under law. The Developer may identify as a trade secret or as otherwise confidential any material it submits, and material so identified is treated as the law provides.

9.3 The Developer shall furnish, upon request of the Executive Director, the records necessary to verify the report.

9.4 Publication and report by the Executive Director. The Office shall publish annually the measures reported under Section 9.1, by reporting area and by measure, publishing no figure for a reporting area containing three or fewer facilities, combining reporting areas until each published figure covers more, and publishing no figure that, alone or together with another published figure, would disclose a measure for three or fewer facilities. The Executive Director shall, on or before October 1 of each year, report to the Governor and to the Director of the Legislative Counsel Bureau, for transmittal to the Legislature, on performance under this Commitment and under each other commitment executed in this standard form, including progress measured against the Projections. Neither the publication nor the report shall disclose a trade secret or any record that is confidential or exempt from disclosure under law.

9.5 Audit and certification. A compliance audit conducted by the Department of Taxation under NRS 360.755 with respect to the Facility is a public record, and the Developer waives any election to withhold the results of that audit. That waiver is a condition of any partial abatement approved for the Facility and applies notwithstanding Section 9.2. The Developer shall file with the Office an annual certification, signed by an officer of the Developer, of compliance with each obligation of this Commitment.

SECTION 10. DEFAULT, SUSPENSION AND RECAPTURE

10.1 A material failure of the Developer to perform any obligation of this Commitment, not cured within [60] days after written notice from the Office, constitutes a default. A material failure to comply with a grid reliability obligation under Section 5 during a declared grid emergency or firm load shed event constitutes a default upon written notice from the Office, without the cure period stated above; Section 10.3 applies to that default only with respect to remediation of the condition that caused the failure. A reduction made in accordance with the load reduction plan filed under Section 5.2, or a failure caused by an event outside the reasonable control of the Developer, is not a failure under this Section.

10.2 Upon an uncured default, any partial abatement approved for the Facility is suspended, prospectively and unless and until the default is cured, and the Office shall pursue recapture of amounts previously abated, in proportion to the nature and circumstances of the default, including the portion of the abatement attributable to the unmet obligation, in each case to the extent permitted by NRS 360.754 and the agreement executed pursuant to paragraph (b) of subsection 2 thereof, and subject to any determination of substantial compliance that NRS 360.754 requires.

10.3 If the default cannot be cured within the period stated, the Developer does not default so long as it commences cure within that period and pursues cure diligently to completion.

10.4 The remedies of the Office are cumulative and not exclusive, and are in addition to those available under NRS 360.754 and at law. The Developer agrees that the period of limitations for the issuance of a notice of determination and any associated tax assessment is tolled until three years after the end of the term of the partial abatement approved for the Facility, so that the ability of the State to recapture is not extinguished before the performance it measures is

complete. The Developer waives any defense based upon the expiration of that period before the date to which it is tolled.

10.5 The obligations identified in Section 2.2 survive any suspension, recapture or early termination.

10.6 Corrective action. For a default that does not involve the payment of money and is capable of cure, the Office may require a corrective action plan with enforceable deadlines as an intermediate remedy before suspension or recapture.

10.7 Independent defaults. A material failure to perform an obligation under Section 3, Section 4 or Section 5 is a default under this Section without regard to the compliance of the Developer with any obligation relating to employment, wages, capital investment or taxes.

10.8 Utility delay. Each deadline the Developer must meet under this Commitment is tolled for the period of a delay caused by the serving utility and for the period of an uncured failure of the Office to perform an undertaking under Section 12.13. Nothing in this Section creates a right of action against the utility or the State.

10.9 Grounds. A knowing submission to the Office of materially false or misleading information, a repeated failure to perform an obligation of this Commitment after written notice, and a cessation of operations at the Facility before the end of the period the agreement executed pursuant to NRS 360.754 requires are each a material failure to perform for purposes of this Section, in addition to any ground NRS 360.754 provides.

10.10 Notice to taxing authorities. Upon a suspension, recapture or early termination under this Section, or upon a determination that the Facility is no longer eligible for a partial abatement, the Office shall promptly notify the Department of Taxation and the treasurer and the assessor of the county in which the Facility is located of the action taken and its effective date, so that the taxes affected may be administered as the law provides.

SECTION 11. ASSIGNMENT AND SUCCESSORS

11.1 This Commitment binds the successors and assigns of the Developer, and any purchaser or transferee of the Facility or of a controlling interest in the Developer. The Developer shall give the Office written notice of any transfer described in this Section not later than [30] days after it occurs.

11.2 The Developer shall not assign this Commitment without the prior written consent of the Office, which consent shall not be unreasonably withheld if the proposed assignee assumes the obligations of this Commitment in writing.

11.3 Facilities under common ownership or control on the same or adjacent sites, meaning sites that are contiguous or separated only by a road, right-of-way or easement, are measured together for purposes of any capacity-based obligation of this Commitment, including any obligation measured by Critical IT Load.

11.4 Occupants. This Commitment applies to the Facility and to the occupancy, use and operation of the Facility by any Occupant. The Developer shall not permit a person to occupy or use any portion of the Facility unless that person has first agreed in writing, in a form acceptable to the Executive Director, to observe the obligations of this Commitment applicable to its occupancy, use and operation of the Facility, and the Developer shall furnish evidence of that agreement upon request of the Executive Director. An Occupant that itself applies for a partial abatement under NRS 360.754 with respect to its occupancy of the Facility shall execute this Commitment in the standard form, as Section 3 of Executive Order 2026-005 requires.

11.5 Responsibility not divided. The Developer remains responsible for the performance of every obligation of this Commitment without regard to the occupancy, use or operation of the Facility by an Occupant, and an act or omission of an Occupant that would constitute a default if done or omitted by the Developer constitutes a default of the Developer.

11.6 Foreign adversaries. The Developer represents that neither it nor any operator of the Facility is owned or controlled by, or subject to the direction of, a foreign adversary of the United States, as designated under part 791 of title 15 of the Code of Federal Regulations. The Developer shall notify the Office in writing within [30] days of any change that would make that representation untrue, and such a change is a default under Section 10.

SECTION 12. GENERAL PROVISIONS

12.1 Relationship to other obligations. This Commitment supplements, and does not replace, any requirement of law, any condition of entitlement imposed by the Host Jurisdiction, and any agreement executed pursuant to NRS 360.754. Nothing in this Commitment limits the authority of the Host Jurisdiction, the Water Purveyor, the State Engineer, the Division of Environmental Protection or the Commission, or substitutes for the rates, rules and service conditions of the Water Purveyor. Neither the Host Jurisdiction nor the Water Purveyor is a party to this Commitment, and neither is bound by it. Nothing in this Commitment directs the Commission or conditions any action of it, the obligations of the Developer being conditions of the assistance of this State and not a prerequisite to or condition upon any action of the Commission.

12.2 No limitation on Board discretion. Execution of this Commitment does not entitle the Developer to approval of any application, and does not limit the authority of the Board under NRS 360.754 to approve an application on other terms, to deny an application, or to impose additional or more stringent requirements as provided by law.

12.3 Incorporation. This Commitment shall be incorporated by reference into any agreement executed pursuant to paragraph (b) of subsection 2 of NRS 360.754 with respect to the Facility.

12.4 Amendment. This Commitment may be amended only in a writing signed by the Parties.

12.5 Governing law and venue. This Commitment is governed by the laws of the State of Nevada. Venue lies in the First Judicial District Court, Carson City, Nevada.

12.6 Severability. If any provision of this Commitment is held unenforceable, the remaining provisions continue in effect.

12.7 Notices. Notices shall be given in writing to the addresses set forth beneath the signatures below.

12.8 Counterparts. This Commitment may be executed in counterparts and by electronic signature.

12.9 Entire agreement. This Commitment, together with each plan, projection, target and certification incorporated under Section 13, constitutes the entire agreement of the Parties with respect to its subject matter, subject to Section 12.1.

12.10 No waiver. No failure or delay of the Office in exercising any right under this Commitment constitutes a waiver of that right, and no waiver is effective unless set forth in a writing signed by the Office.

12.11 Authority. Each Party represents that the execution and delivery of this Commitment have been duly authorized and that the person signing on its behalf is authorized to do so.

12.12 No waiver of immunity. Nothing in this Commitment waives the immunity of the State of Nevada or of any political subdivision of the State, or creates a right of action that does not otherwise exist.

12.13 Undertakings of the Office. The Office shall:

(a) apply the standard form of this Commitment uniformly to every applicant;

(b) notify the Developer in writing, within 30 days after its application is filed, of any respect in which the application is incomplete, and place a complete application that meets the minimum terms of Executive Order 2026-005 and is accompanied by this Commitment on the agenda of the next meeting of the Board for which notice may lawfully be given and the notice required by paragraph (b) of Section 6.10 can be given;

(c) designate a single point of contact within the Office to coordinate, on behalf of the Developer, the reviews and approvals of the agencies of the Executive Department named in that Order, without altering the authority of any of them;

(d) condition no partial abatement upon any payment, contribution or exaction not stated in that Order, in this Commitment or in law;

(e) apply to the Facility, for the term of its abatement, the terms approved for it; and

(f) give the notices and furnish the reports Section 6.10 requires.

These undertakings are subject to Sections 12.2 and 12.12.

SECTION 13. PLANS, PROJECTIONS AND CERTIFICATIONS

13.1 Form prescribed by the Executive Director. The Executive Director shall prescribe the form, content and timing of each projection, plan, target and certification this Commitment requires, including the Projections, the water conservation plan under Section 3.1, the consumptive use commitment under Section 3.2, the drought curtailment plan under Section 3.6, the attestation and water management approach under Section 3.7, the load reduction plan under Section 5.2, the information under Section 4.6 and the annual report under Section 9.1.

13.2 Delivery. The Developer shall submit the Projections with its application. Each other plan, target or certification shall be delivered on or before the date the Executive Director fixes and, in any event, before the Commencement Date.

13.3 Substitute documents. The Executive Director may accept a plan, projection, target or certification the Developer has provided to the Office, to the serving utility, to the Public Utilities Commission of Nevada or to the Water Purveyor if it contains the substance this Commitment requires.

13.4 Effect and revision. A plan, projection, target or certification delivered under this Section and accepted by the Executive Director is part of this Commitment and enforceable as such. It may be revised by agreement of the Developer and the Executive Director without amendment of this Commitment, provided the revision does not reduce an obligation set forth in Sections 3 through 9.

IN WITNESS WHEREOF, the Parties have executed this Commitment as of the date first written above.

STATE OF NEVADA

GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

By: _____

Name:

Title: Executive Director

Address for notices:

DEVELOPER

By: _____

Name:

Title:

Address for notices: