

**1. Agreement, Applicant**

1.1 This is a Facilities Extension Agreement ("Agreement") dated February 2, 2026 between Gas Corporation ("Southwest"), located at 8360 S. Durango Dr., Las Vegas, Nevada, 89113, and Las Vegas Civil Engineering ("Applicant") located at 2251 N. Rampart Blvd. No. 418, Las Vegas, NV 89128.

1.2 All communications concerning this Agreement shall be in writing, and shall be delivered to each party at its address shown above or to such other address as either party may specify in writing.

1.3 This Agreement may not be amended except in writing executed by all, of the parties hereto.

1.4 No assignment of this Agreement or any refunds which may become due hereunder shall be binding upon Southwest without its consent.

1.5 This Agreement shall expire 180 days following the date identified in paragraph 1.1 above if not fully executed by Applicant and Southwest prior to such expiration date.

1.6 The mutual promises made and obligations undertaken by the parties constitute the consideration for this Agreement.

2. Proposed Service Addresses or Lot(s), Subdivision, Location

APN

179-04-402-003

("Applicant Project")

3. Description and Sketch of the Requested Facilities

3.1 Annexed as Exhibit A and incorporated herein by this reference is a drawing or diagram of the natural gas distribution facilities ("Subject Facilities") Southwest proposes to install pursuant to this Agreement.

4. Description of Requested Service

4.1 Gas service provided through the Subject Facilities will be used for the following purposes (indicate residential, commercial, industrial, and/or other purposes as appropriate): Residential

4.2 ☐ SOUTHWEST PROVIDED TRENCH ☒ APPLICANT PROVIDED TRENCH

***All Applicant Provided Trenches shall be consistent with the Customer Trench Requirements provided in Southwest Form*

*415.0. Applicant acknowledges receipt of Southwest Form 415.0 ***

4.3 Appliances and/or Equipment agreed to be installed and utilized, and upon which any allowance is granted, are as follows:

<i>Appliance and/or Equipment</i>	<i>Input Rating (cfh)</i>	<i>Estimated Therms/Year</i>
<u>Heating (4)</u>	<u>800</u>	<u>1,296</u>
<u>Water Heating (4)</u>	<u>2,312</u>	<u>7,390</u>
<u>Cooking (4)</u>	<u>220</u>	<u>120</u>
<u>Drying 220v (4)</u>	<u>140</u>	<u>216</u>
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5. Payment Terms

5.1 The Applicant Construction Advance ("Construction Advance") identified below includes costs to install the Subject Facilities that are, in excess of Southwest's allowable investment, including any applicable taxes. As a condition precedent to this Agreement, and before any obligation is owed by Southwest, Applicant shall, as a material obligation of this Agreement, pay to Southwest the Construction Advance identified below.

5.2 The Applicant Allowance identified below includes Southwest's Allowable Investment pursuant to the Tariff up to the Estimated Costs to install the Subject Facilities. The Applicant Allowance is based on the appliances and/or equipment represented to be installed in paragraph 4.3 above.

5.3 The Applicant Surety is financial security provided to Southwest Gas by the Applicant that is equal to the Applicant Allowance

up to the Estimated Costs to install the Subject Facilities. The Applicant Surety may be satisfied by a cash payment, bond, or other Southwest-approved surety. An Applicant Surety made by cash payment is a payment to Southwest such that any interest in and title to such cash payment advance would not be property of the Applicant's estate if the Applicant becomes a debtor in a case under any Bankruptcy Law. Applicant may qualify for refunds of the Applicant Advance as provided in Section 6 below.

5.4 At least thirty (30) days in advance of the Estimated Start Date specified below, Applicant agrees to provide Southwest the Construction Advance and the Applicant Surety based on the Estimated Costs of the Subject Facilities. Those amounts are as follows:

Estimated Costs	\$23,496.00
Applicant Allowance	\$23,496.00
Construction Advance	\$0.00
Applicant Surety	\$23,496.00

5.5 Notwithstanding the foregoing, if within one year from the Estimated Completion Date of the Subject Facilities, Applicant fails, for whatever reasons, to install the appliances/equipment or take gas service in the amounts stated in paragraph 4.3 of this Agreement, Southwest may recalculate the Applicant Allowance and bill Applicant the difference between the original and revised Construction Advance. Applicant shall pay Southwest the difference between the original and revised Construction Advance as though gas service had been requested on the basis of the actual appliances/equipment installed and the actual gas services utilized.

5.6 The Construction Advance is eligible for refund for a period of 10 years from the Actual Completion Date ("Construction Advance Refund Period"). Refunds of the Construction Advance may be awarded based upon Secondary Customers that begin taking natural gas service delivered through any of the Subject Facilities contemplated under this Agreement. Applicant shall receive a refund of the Construction Advance based on the Secondary Customer's Excess Allowable Utility Investment. As used in this Agreement, a "Secondary Customer" is a Southwest customer that is connected to the Subject Facilities and receives natural gas service through that connection. The "Secondary Customer's Excess Allowable Utility Investment" is the difference between any allowance to which the Secondary Customer may be entitled and the estimated cost of the Secondary Customer's subject facilities and installation. If the Secondary Customer's allowance is less than the estimated cost of the Secondary Customer's subject facilities and installation, then the Secondary Customer's Excess Allowable Utility Investment shall be ZERO U.S. DOLLARS (\$0). All refunds of the Construction Advance shall be without interest. In no event, will the total refund exceed the Construction Advance. Upon the expiration of the Construction Advance Refund Period, any amounts of the Construction Advance that have not been refunded are no longer eligible for refund. Notwithstanding the payment of any amounts by the Applicant, the Subject Facilities will be owned and operated by Southwest.

6. Refunds of Applicant Surety

6.1 An Applicant Surety satisfied through cash payment may be eligible for refund. For this Agreement, Applicant can receive a refund of a cash payment Applicant Surety consistent with the terms provided in Exhibit B attached to this Agreement. Eligible refunds of cash payment Applicant Surety shall be made annually. Refund of the cash payment Applicant Surety is based on the appliances/equipment and gas service amounts represented in paragraph 4.3 above and are subject to modification based on changes between Applicant's representations and completed construction.

6.2 All refunds of cash payment Applicant Surety shall be without interest in accordance with Southwest's Tariff. In no event will the total refund exceed the cash payment Applicant Surety received by Southwest. No cash payment Applicant Surety, or any portion thereof, will be refundable after ten (10) years from the Project Start Date.

6.3 Applicant Surety satisfied through bond or other Southwest-approved surety are not eligible for refund. Southwest may, at its option, lower the required amount of the bond or other Southwest-approved surety.

7. Estimated Dates of Commencement and Completion of Construction

7.1 Southwest estimates that construction of the Subject Facilities will begin on or 4/1/2026
("Estimated Start Date") and will be completed by 3/1/2026 ("Estimated Completion Date").

The installation of the Subject Facilities shall be considered completed on the date the Subject Facilities are installed and available to provide service ("Actual Completion Date").

7.2 Southwest makes no representations, warranties, or promises, either express or implied, with respect to the Estimated Start Date, Estimated Completion Date or Actual Completion Date for the Subject Facilities.

7.3 Applicant estimates that Applicant will break ground on the Applicant Project on or before 04/01/2026 ("Project Start Date"). Applicant acknowledges that the Estimated Start Date for Southwest to begin construction of the Subject Facilities is dependent on the Project Start Date. If the Project Start Date is delayed to a date beyond 180 calendar days from the effective date of this Agreement as set forth below, Applicant agrees that this Agreement shall automatically terminate, in which case the parties must enter into a new agreement for the installation of the Subject Facilities.

8. Miscellaneous

8.1 Neither Southwest, nor its affiliates, subcontractors, agents and/or employees shall be liable for any special, incidental, indirect, exemplary, consequential or any other damages, including without limitations, loss of product, loss of profit or revenue, loss of use, costs of replacement power or supply, or delivery obligations as a result of any delay in completing construction of the Subject Facilities, even if Southwest has been advised of the possibility of such damages.

8.2 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No assignment or transfer by Applicant hereunder shall be made without prior written approval of Southwest. Such approval shall not be unreasonably withheld. As between the Parties hereto, such assignment shall become effective on a mutually agreed upon date. No assignment or transfer of this Agreement or of any refunds which may become due under this Agreement shall be binding on Southwest without its written consent.

8.3 In the event that the sale, assignment or transfer of the property at the location set forth in Section 2 does not include the assignment or transfer of this Agreement, Applicant shall give Southwest thirty (30) days' prior written notice of any sale, assignment or other transfer of the property and indicate that the Agreement is not contemplated to be assigned or transferred. Within fifteen (15) days of receipt of such notice, Southwest shall provide Applicant with an invoice of all actual costs incurred by Southwest as of the date of the notice and an estimate of those costs expected to be incurred by Southwest up to the date of the proposed sale, assignment or other transfer. Applicant agrees to pay Southwest, with ten (10) days of the date of receipt of such invoice, all costs identified in the invoice provided by Southwest Gas not satisfied by the Applicant Surety.

8.4 Southwest reserves the right to offset or otherwise apply any security or surety provided by the Applicant to Southwest to cure any breach by Applicant or pay for any cost incurred by Southwest for the installation of the Subject Facilities.

9. Copy of Agreement

9.1 Applicant acknowledges receipt of a copy of the Agreement.

9.2 Neither Applicant, nor its respective affiliates, directors, officers, employees, agents, or permitted assignees shall disclose to any third party, the terms and provisions of this Agreement without Southwest's prior written consent; provided, however that the Applicant may make such disclosure as required by law, and on a confidential basis, of the terms and provisions of this Agreement to its consultants, lenders, and attorneys.

10. Ownership and Easements

10.1 The Subject Facilities will at all times be owned by Southwest.

10.2 Applicant agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, such perpetual easements and rights-of-way which are adequate and satisfactory, in the opinion of Southwest, for the location, installation, operation, maintenance, replacement, abandonment, and removal, in whole or in part, of the Subject Facilities; and (2) that no obstructions will be placed over the Subject Facilities and Applicant further agrees to be responsible for any and all costs associated with removing any obstructions that are placed over Subject Facilities. All easements and rights-of-way shall run with the land and be binding upon successors and assigns.

11. Regulatory Changes/Nevada Law

11.1 This Agreement is subject to the jurisdiction of the Public Utilities Commission of Nevada ("Commission").

11.2 The standard rules of Southwest in its Nevada Gas Tariff, as authorized by and on file with the Commission, to the extent applicable and as they may be changed from time to time, shall apply to the transaction to be performed under this

Agreement and are incorporated by reference into this Agreement, except as otherwise provided in this Agreement; provided that no change in any such Nevada Gas Tariff occurring after the date hereof shall increase the amount Applicant is obligated to advance or the amount Southwest may become obligated to refund under this Agreement.

11.3 The laws of Nevada shall govern the interpretation of this Agreement.

APPLICANT	SOUTHWEST GAS CORPORATION
By <u>Las Vegas Civil Engineering Corp</u>	By _____
<i>Company Name</i>	<i>Southwest Gas Signature</i>
	Andy Carlson
<i>Applicant Signature</i>	<i>Print Name</i>
Joey DeBlanco	Supervisor - Energy Solutions
<i>Print Name</i>	<i>Title</i>
President	_____
<i>Title</i>	<i>Date</i>
2/3/26	
<i>Date</i>	

EXHIBIT B

REFUNDS OF APPLICANT ADVANCE – RESIDENTIAL DEVELOPMENT

For an Applicant Surety satisfied through cash payment, Southwest will refund to Applicant Five thousand eight hundred seventy four dollars (\$5,874.00) for each home in the Applicant Project that is connected to Southwest's gas system within 10 years of the Project Start Date, not to exceed the \$ 23,496.00.00 cash payment Applicant Surety. Once 75 percent of the lots in the Applicant Project have gas meters connected, Southwest will refund the remaining amount of the Applicant Surety. In no event, will the total refund of the cash payment Applicant Surety exceed the \$ 5,874.00 cash payment Applicant Surety. Refunds, if any, will be issued once per year. No cash payment Applicant Surety, or any portion thereof, is refundable after ten (10) years from the Project Start Date. All refunds are based on the appliances/equipment and gas service amounts represented in paragraph 4.3 of the Facilities Extension Agreement and are subject to modification based on changes between Applicant's representations and completed construction.

All capitalized terms used but not defined herein shall have the meaning ascribed to such term in the Facilities Extension Agreement. Applicant must not be in breach of the Facilities Extension Agreement to qualify for a refund of the cash payment Applicant Surety.