

SCHEDULE NO. TOP
TRANSPORTATION OF CUSTOMER-OWNED NATURAL GAS
OPERATING PROCEDURES AND IMBALANCE TRADING

- 1. **APPLICABLE**
 This schedule provides the operating procedures, imbalance trading provisions and penalties for customers using schedules TF and TI. (T)

- 2. **RATES**
 Monthly billings shall be the sum of: (T)

 - 2.1. **Imbalance Penalties**
 The conditions and rates for the daily and monthly imbalance penalties are stated in the Daily Imbalance Penalty and the Monthly Imbalance Penalty sections below.
 - 2.2. **Administrative Charge**
 The administrative charge is \$300.00 per month. (I)
 - 2.3. **Third Party Charges**
 Third Party Charges are stated in the Third Party Charges section below.
 - 2.4. **Late Charge**
 The Late Charge is 1% of any amount in arrears from previous bill.
 - 2.5. **Tax Adjustment Charge**
 The Tax Adjustment Charge is 2% of total bill within incorporated areas.
 - 2.6 **Universal Energy Charge (UEC)**
 All Therms, Per Therm \$0.00330
 - 2.6.1 The UEC as mandated by AB 661, passed by the 2001 Legislature, will go to fund the Nevada fund for energy assistance and conservation. Under certain circumstances, Customers will be refunded amounts paid in excess of \$25,000 per calendar quarter. The Commission will administer the collection of the UEC, certify exemptions, and administer refunds. Exemptions are generally Therms sold to:
 - 2.6.1.1 Any governmental agency, including the State of Nevada and any political subdivision thereof, and
 - 2.6.1.2 Any Customer using such natural gas solely as a source of energy to generate electricity.
 - 2.6.1.3 Except as provided above, all Therms sold are subject to the charge.
 - 2.6.2 The UEC is not subject to the Tax Adjustment Charge.

(Continued)

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OPERATING PROCEDURES AND IMBALANCE TRADING
(Continued)

2.7 Utility Use and Lost and Unaccounted for Gas

The Utility Use and Lost and Unaccounted for Gas percentage rate is to be calculated annually as the difference between the total system deliveries and the total system receipts divided by the total system receipts, using receipts and deliveries over the 12 months ending July 31. The rate will be reported to transportation customers by August 31 and will be in effect for 12 months starting November 1.

3. OPERATING PROCEDURES

3.1. Scheduling of Gas Receipts and Deliveries

3.1.1. The customer shall be responsible to the Utility for arranging the scheduling of receipts, deliveries and standby service. The Customer may designate in writing a single agent.

3.1.2. The gas day is the consecutive twenty-four hour period beginning at 07:00 Pacific Clock Time each day and ending at 07:00 the next day.

3.1.3. The Customer or the Customer's agent shall provide the information in subparagraphs 3.1.3.1. through 3.1.3.2. to the Utility dispatcher no later than 08:00 Pacific Clock Time each day.

3.1.3.1. The Customer's quantities of natural gas nominated for delivery by the pipeline(s) at each Receipt Point during the following gas day. All nominations shall separately specify the quantities for each rate schedule.

3.1.3.2. The Customer's quantities of natural gas nominated for delivery by the Utility at each Delivery Point during the following gas day. All nominations shall separately specify the quantities for each rate schedule.

3.1.4.1. The Customer shall cause the pipeline(s) to notify the Utility's dispatcher of the quantities scheduled for delivery during the following gas day.

3.1.4.2. The Utility's dispatcher shall confirm whether or not the Utility has available distribution capacity to receive and schedule all or a portion of the desired volume on the following gas day.

(Continued)

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Issued By:
Mary O. Simmons
President

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SCHEDULE NO. TOP
TRANSPORTATION OF CUSTOMER-OWNED NATURAL GAS
OPERATING PROCEDURES AND IMBALANCE TRADING
(Continued)

3. OPERATING PROCEDURES (Continued)

3.1.5. The Customer shall make all necessary arrangements with third parties and the pipelines(s) to conform the Customer's nominated quantities to the Customer's scheduled quantities.

3.1.6. The Utility's dispatcher will provide daily imbalance reports upon a Customer's request.

3.2. Records of Gas Quantities.

3.2.1. The Utility shall keep accurate records of the quantities of gas nominated, scheduled, and delivered including any imbalances.

3.2.2. The Utility shall make all records available to the Customer upon request.

3.2.3. If the Customer's gas is commingled with other gas at the Receipt Point(s) or at the Delivery Point(s), the scheduling arrangements and the Utility's records shall include procedures for the division of the total quantities.

3.3. Arrangements Prior to Receipt and After Delivery.

3.3.1. The Customer shall make all necessary arrangements with other parties for delivery of gas into the Utility's system at the Receipt Point(s).

3.3.2. The Customer shall arrange for the receipt of gas after transportation to the Delivery Point(s).

3.4. Operating Information and Estimates

Upon a request of the Utility the Customer shall provide to the Utility its best estimate of the daily, monthly and annual volumes of gas to be transported, including peak day requirements, together with such other operating data as the Utility may require for scheduling its operations.

(Continued)

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Issued By:
Malyn K. Malquist
President

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(D)

SCHEDULE NO. TOP
TRANSPORTATION OF CUSTOMER-OWNED NATURAL GAS
OPERATING PROCEDURES AND IMBALANCE TRADING
 (Continued)

3. OPERATING PROCEDURES (Continued)

3.5. Quantities. All quantities are in therms.

3.6. Deliverability.

The Utility is not liable for failure to deliver gas when the failure to deliver gas results from the unavailability of the Customer owned gas supply or interruption of the Customer arranged third party transportation services.

3.7. Requests for Transportation Service.

3.7.1. Requests for transportation shall be in writing.

3.7.2. Requests are complete upon the customer providing the following information to the Utility:

3.7.2.1. The Maximum Daily Quantity for Firm Transportation (MDQ) applicable to each Delivery Point

3.7.2.2. The Maximum Daily Receipt Obligation for Firm Transportation (MDRO) for each Receipt Point

3.7.2.3. The Maximum Daily Quantity for Interruptible Transportation (MDQI) for each Delivery Point

3.7.2.4. The information in Operating Information and Estimates above for the proposed delivery period.

3.7.2.5. Term of Service

(Continued)

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 Malyn K. Malquist
 President

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SCHEDULE NO. TOP
TRANSPORTATION OF CUSTOMER-OWNED NATURAL GAS
OPERATING PROCEDURES AND IMBALANCE TRADING

(Continued)

3. OPERATING PROCEDURES (Continued)

3.7.2.7. Customer's Agent

The Customer may specify a single agent.

3.7.3. Service Agreement

3.7.3.1. The Utility shall prepare and tender to the Customer for execution a Service Agreement when the request for transportation service is complete.

3.7.3.2. The Customer's request shall be null and void if the Customer fails to execute the Service Agreement within thirty days of the date tendered.

3.8. Balancing

3.8.1. Thermally equivalent volumes of gas received, transported and delivered shall be balanced on a daily basis whenever possible.

3.8.2. Transportation imbalances are the differences between the Customer's metered quantities and the Customer's scheduled quantities.

3.8.3. The Customer shall endeavor to maintain a daily balance of 95% to 103% of the gas scheduled.

3.8.4. An explicit verbal or written curtailment statement issued by the Utility during scheduling activities is required to activate the daily imbalance penalty provisions.

3.8.5. The Customer shall maintain a monthly balance of 95% to 105% of the total of the daily scheduled volumes.

3.8.6. Monthly Imbalance Penalties shall be applied after any Imbalance Trading has occurred.

3.8.7. Deliveries are those quantities which have passed through Utility's meter at each Delivery Point.

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OPERATING PROCEDURES AND IMBALANCE TRADING

(Continued)

3. OPERATING PROCEDURES (Continued)

3.8.8. Monthly delivered quantities will be assigned as applicable to: first, gas purchased under any sales rate schedule; next, gas purchased under Schedule TF; last, any gas scheduled under Schedule TI. (T)

3.8.9. Gas scheduled for transportation shall be the quantity of gas defined in Schedules TF and TI as adjusted for prior period imbalances or imbalance trading. (T)

3.9. Adjustments.

Adjustments to the scheduled volumes will be applied to the nomination for the month in which the volumes were delivered to the Customer for balancing and penalty provisions of this schedule.

3.10. Customer's Default.

3.10.1. The Utility is not required to perform or to continue service on behalf of any customer who fails to comply with the terms and conditions in schedules TF, TI and TOP and the Customer's Service Agreement. (T)

3.10.2. The Utility may waive any one or more specific defaults by any customer, however, no specific waiver shall operate as a waiver of any other existing or future default or defaults, whether of a like or different character.

3.11. Customer's Credit-Worthiness.

3.12. The Utility may require a deposit prior to providing service in an amount which meets the requirements of the Nevada Administrative Code 704.328, *Deposit: Generally.*

3.12.1. The Utility may require an additional deposit for any customer who incurs two or more consecutive late charges.

(Continued)

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SCHEDULE NO. TOP
TRANSPORTATION OF CUSTOMER-OWNED NATURAL GAS
OPERATING PROCEDURES AND IMBALANCE TRADING
 (Continued)

3. OPERATING PROCEDURES (Continued)

3.12.2. The Utility shall not be required to continue service under this rate schedule to any customer who becomes insolvent or fails within a reasonable period to demonstrate credit-worthiness

3.12.3. For purposes of this rate schedule, the insolvency of a customer shall be evidenced by the filing by such customer or any parent entity thereof (hereinafter collectively referred to as the customer) of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the customer as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the customer under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the customer or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days. The Utility shall not suspend service to any customer in a manner that is inconsistent with the Federal Bankruptcy Code.

3.13. Other Procedures.

The Utility may impose at any time reasonable operating conditions upon the transportation of the Customer's gas which the Utility in its sole good faith judgment finds:

3.13.1. Is necessary to maintain the safe and efficient operation of its distribution system, or

3.13.2 Is necessary to make the operating terms and conditions of service hereunder compatible with those of upstream pipeline (s) without incurring penalties therefrom.

(Continued)

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Schedule No. TOP
TRANSPORTATION OF CUSTOMER-OWNED NATURAL GAS
OPERATING PROCEDURES AND IMBALANCE TRADING
(Continued)

4. Imbalance Trading

The Utility will administer a Transportation Imbalance Trading service for transportation customers desiring to trade cumulative monthly imbalances.

- 4.1. The Customer's cumulative monthly imbalances will be stated on an imbalance report separately from the Customer's monthly invoice. The imbalance report is the Customer's notice of current imbalances.
- 4.2. Only those imbalances occurring in the same month will be eligible for trading.
- 4.3. Customers may notify the Utility of imbalances available for trading beginning on the fifth calendar day of the month following notification.
- 4.4. The Utility shall provide imbalances available for trading to those customers who request the information.
- 4.5. The trading period will end on the fifteenth calendar day of the month, or the next business day after the fifteenth calendar day.
- 4.6. Trading of imbalance quantities may reduce a customer's imbalance toward but not beyond a zero balance level. A customer may not trade to establish an imbalance in the opposite direction of the customer's original imbalance.
- 4.7. Both Customers who have agreed on the terms of an imbalance trade must complete, sign and send to the Utility by facsimile an Imbalance Trading Request Form.
- 4.8. The Imbalance Trading Request Form must be received by the Utility within twenty-four hours of the close of the trading period.
- 4.9. No confirmation of an imbalance trade will be made until signed Imbalance Trading Request Forms are received via mail or facsimile from both parties. The Utility will then validate the trade and adjust the participants' accounts.

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TRANSPORTATION OF CUSTOMER-OWNED NATURAL GAS
OPERATING PROCEDURES AND IMBALANCE TRADING
(Continued)

4. Imbalance Trading (Continued)

- 4.10. A Monthly Imbalance Penalty will be applied to all imbalance quantities in excess of the standard set in Monthly Imbalance Penalty below after the close of the imbalance trading period.
- 4.11. Cumulative imbalances for customers with multiple meters will be determined by aggregating all meters included under a particular transportation service agreement.
- 4.12. The Customer is solely responsible for contacting other transportation customers to explore opportunities for trading imbalances.
- 4.13. It is the Customer's sole responsibility to consider interstate and intrastate cost impacts when transacting imbalance trades.
- 4.14. The Utility charges transportation volume rates on scheduled quantities and will not revise billings because of imbalance trades transacted.
- 4.15. The Utility is not liable for any financial losses or damages incurred by any customer nor will the Utility be financially liable to any of the customer's trading partners if the customers' imbalance trading uses data later found to have billing or metering errors or adjustments of scheduled quantities.
- 4.16. For purposes of determining imbalances, the Utility will include billing adjustments for the quantities in prior periods in the current month's activity. Trades occurring in prior periods will not be affected by billing adjustments.

5. Monthly Imbalance Penalty

- 5.1. A Monthly Imbalance Penalty shall be billed for the monthly imbalances remaining after the close of the imbalance trading period.

(Continued)

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SCHEDULE NO. TOP
TRANSPORTATION OF CUSTOMER-OWNED NATURAL GAS
OPERATING PROCEDURES AND IMBALANCE TRADING
(Continued)

5. Monthly Imbalance Penalty (Continued)

- 5.2 For each therm of delivered quantity which is less than 95% of scheduled quantity, the penalty is \$0.25 per therm. The imbalance quantity will be carried forward to the next month for delivery to the customer.
- 5.3 For each therm of delivered quantity which is greater than 105% of the scheduled volumes, the penalty is the greater of:
 - 5.3.1 \$0.25 per therm plus the otherwise applicable gas sales tariff rate; or
 - 5.3.2 The highest incremental cost of gas, including the highest incremental upstream interstate transportation charges, purchased by the Utility during the same month plus the Base Tariff General Rate component of the otherwise applicable gas sales tariff rate.
- 5.4 Up to 5% of the monthly scheduled quantity will be carried forward to the next month for replacement by the Customer.
- 5.5 If a customer is assessed a Monthly Imbalance Penalty based on erroneous billing information, the imbalance penalty charge will be adjusted using the corrected billing information.
- 5.6 If a Customer elects not to use transportation service for any calendar month, the Utility may in its sole good faith judgment allow any remaining imbalance to be cleared.
 - 5.6.1 The Utility shall credit the Customer for scheduled quantities in excess of delivered quantities at a price equal to the lowest delivered commodity price paid by the Utility during the prior month for gas delivered to the Utility.
 - 5.6.2 The Customer shall pay the Utility for the excess quantity of delivered quantities over scheduled quantities at the otherwise applicable gas sales tariff rate.

6. Daily Imbalance Penalty

- 6.1 The Utility shall charge daily imbalance penalties when a general system curtailment exists.

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TRANSPORTATION OF CUSTOMER-OWNED NATURAL GAS
OPERATING PROCEDURES AND IMBALANCE TRADING

(Continued)

6. **Daily Imbalance Penalty (Continued)**

6.3. For each therm of delivered quantities which is greater than 103% of scheduled quantities, the penalty is \$1.00 per therm

7. **No Right Inures from the Payment of Any Penalty**

7.1. Payment of any penalty does not give the Customer any right to take gas in excess of the scheduled quantity.

7.2. Payment of any penalty is not a substitute for any other remedy available to the Utility against the offending customer for failing to adhere to the terms and conditions of the Customer's service.

8. **Third Party Charges**

8.1. The Customer shall reimburse the Utility for any charges rendered or billed to the Utility by any upstream transporter or gas supplier, either before or after termination of the Customer's Service Agreement, which the Utility determines have been incurred because of the Customer's prior action while a sales customer of the Utility, or because of the transportation of gas for the Customer's account.

8.2. The Customer shall reimburse the utility for any charges rendered or billed to the Utility which the Commission determines should be borne by a specific customer or class of customers to recover any retrospective gas costs which the Utility has incurred. Such charges, whether levied in dollars or gas, may include, but shall not be limited to, standby charges or reservation fees, prepayments, applicable taxes, applicable fuel reimbursement, shrinkage, lost and unaccounted for volumes, G.R.I. surcharges, penalty charges, and filing fees. The Customer will reimburse the Utility for all such charges incurred by the Utility as rendered irrespective of the actual quantities of gas delivered to the Customer.

9. **Possession of Gas and Responsibility**

9.1. The Customer shall be deemed to be in control and possession of the gas until it has been delivered to the Utility for transportation at the Receipt Point(s).

(Continued)

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TRANSPORTATION OF CUSTOMER-OWNED NATURAL GAS
OPERATING PROCEDURES AND IMBALANCE TRADING
 (Continued)

9. Possession of Gas and Responsibility (Continued)

9.2. The Utility shall be deemed to be in control and possession of the gas after receipt and until the gas is delivered to the Customer at the Customer's specified Delivery Point(s).

9.3. The Customer shall be deemed to be in control and possession of the gas after the gas has passed through the meter at the Customer's specified Delivery Point(s).

10. Warranty of Title

10.1. The Utility accepts gas for the Customer's account at the Receipt Point(s) subject to the Customer warranting that it will, at the time of delivery of gas to the Utility for transportation, have the right to cause delivery of such gas to the Utility and that it will indemnify the Utility and hold the Utility harmless from all adverse claims of any and all persons to such gas.

10.2. The Utility warrants that, at the time of delivery of the transported gas to the Customer at the Delivery Point(s), it will not have encumbered the gas in any manner whatsoever from the time the gas is accepted at the Receipt Point(s) until the gas is delivered to the Customer at the Delivery Point(s).

11. Measurement Base and Heat Content

See Rule No. 2

12. Gas Quality

All gas received by the Utility for the Customer shall conform to the specifications below:

12.1. Sulfur Content - The gas shall not contain more than one quarter of one grain of hydrogen sulfide nor more than twenty grains of organic sulfur (mercaptans) per one hundred cubic feet.

12.2. Impurities - The gas shall be commercially free of dust, gums and other solid matter.

12.3. Liquids - The gas shall be free of water and hydrocarbons in liquid form at the temperatures and pressures at which the gas is delivered.

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SCHEDULE NO. TOP
TRANSPORTATION OF CUSTOMER-OWNED NATURAL GAS
OPERATING PROCEDURES AND IMBALANCE TRADING
(Continued)

12. Gas Quality (Continued)

- 12.4. Odorization - The gas shall be odorized consistent with Section 192.625 of Title 49 of the Code of Federal Regulations.
- 12.5. Heating Content - The Customer-owned natural gas shall have an average gross total heating value of not less than 950 Btus per standard cubic foot.

13. Billing and Payment

13.1. Billing - The Utility shall render a bill to the Customer on or before the twentieth day of each month for all scheduled deliveries and services provided to the Customer during the preceding calendar month.

13.2. Payment

13.2.1. The Customer shall pay the Utility in full on or before the last business day preceding the fifth day of each month for the service rendered during the preceding month as billed by the Utility.

13.2.2. Payment shall be made in immediately available funds on or before the due date to a depository designated by the Utility.

13.3. Delayed Bill

The time for payment shall be extended for each day that presentation of a bill is delayed unless the Customer is responsible for the delay.

13.4. Adjustment of Errors

13.4.1. Any error in any invoice rendered by the Utility shall be adjusted within thirty (30) days of the determination of the error.

13.4.2. Any claim for adjustment must be made within twelve months from the date of an invoice.

13.4.3. All adjustment will be made under Rule 5 E. Adjustments of Bills for Errors.

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SCHEDULE NO. TOP
TRANSPORTATION OF CUSTOMER-OWNED NATURAL GAS
OPERATING PROCEDURES AND IMBALANCE TRADING

(Continued)

14. Accounting

Revenues from penalties shall be credited to Account 191, Unrecovered Purchased Gas Costs.

15. General Terms and Conditions

Service under this schedule is subject to all other provisions of this tariff.

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Issued By:
Walter M. Higgins
President

Westpac Utilities

a division of Sierra Pacific Power Company

Tariff No. Gas No. 1

Canceling

1st Revised

Original

PUCN Sheet No. 6AA

PUCN Sheet No. 6AA

**FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION SERVICE
FOR SCHEDULE NOS. TF, TI AND TOP**

(T)

This is an AGREEMENT made and entered into as of the _____ day of _____, _____, by and between Sierra Pacific Power Company, a Nevada corporation, herein called the Utility, and _____, herein called the Customer.

WITNESSETH:

In consideration of the mutual covenants and agreements as herein set forth, the Utility and the Customer agree as follows:

ARTICLE I - GAS TO BE TRANSPORTED

Subject to the terms, conditions and limitations hereof, and all applicable rate schedules in this tariff, the Utility agrees to the transport natural gas for the Customer, or for the Customer's account, from any existing interconnection between the Utility and any interstate pipeline, herein called Receipt Points, to the Delivery Points specified. The following maximum quantities apply to the various transportation services under:

Schedule No. TF, Firm Transportation of Customer- Owned Natural Gas
Schedule No. TI, Interruptible Transportation of Customer Owned Natural Gas, and

(T)

A. Firm Transportation

The Customer's Maximum Daily Receipt Obligation for firm transportation (MDRO):

Receipt Point Location(s)	Therms per day
_____	_____
_____	_____
_____	_____
Total	_____

The Customer's Maximum Daily Quantity for Firm Transportation (MDQ):

Delivery Point Location(s)	Priority	Therms per day
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total		_____

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**FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION SERVICE
FOR SCHEDULE NOS. TF, TI AND TOP
(Continued)**

B. Interruptible Transportation

1. The quantity of the Customer's gas to be transported each day will be determined under Schedule TI, Interruptible Transportation of Customer-Owned Natural Gas, paragraph 4 Rates

2. The Customer's Receipt Points are:

3. The Customer's Delivery Points and Maximum Daily Quantity for Interruptible Transportation (MDQI) are:

Delivery Points:

Therms per day:

C. The Utility shall at the Customer's request transport thermally equivalent quantity of gas reduced for Utility Use and Lost and Unaccounted as specified in the applicable rate schedules through its distribution system for the account of the Customer at the Delivery Point (s) specified.

D. The Utility shall not be obligated to receive, transport, and/or deliver quantities of gas in excess of the MDRO, MDQ, and the Customer's scheduled interruptible quantity.

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Michael J. Carano
Director

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Westpac Utilities

a division of Sierra Pacific Power Company

Tariff No. Gas No. 1

Canceling

2nd Revised

1st Revised

PUCN Sheet No. 6CC

PUCN Sheet No. 6CC

**FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION SERVICE
FOR SCHEDULE NOS. TF, TI AND TOP
(Continued)**

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ARTICLE II - APPLICABLE TRANSPORTATION RATES AND RATE SCHEDULE

The Customer agrees to pay the Utility for all natural gas transportation service rendered under the terms of this Service Agreement in accordance with the Utility's tariff as filed with and approved by the Public Utilities Commission of Nevada, and as amended or superseded from time to time. The transportation rates to be charged are in Appendix A, which may be amended by mutual agreement of the Parties. This Agreement shall be subject to the provisions of all applicable rate schedules and the Utility's tariff effective from time to time and which by this reference are incorporated herein and made a part hereof.

ARTICLE III - TERM OF AGREEMENT

A. This Agreement shall become effective on _____ and shall continue to and including June 30, _____, and from month to month thereafter.

B. The election to continue transportation service must be submitted to the Utility no later than April 30 of each year for a period of transportation service no less than 12 months commencing the following July 1.

ARTICLE IV - NOTICES

A. Notices shall be in writing and shall be considered to have been received if delivered personally, by mail, by telegraph or by facsimile with all postage and charges prepaid, to either the Customer or the Utility at the place designated below.

B. Daily routine communication and operating instructions may be transmitted by facsimile or telephone. To the extent practicable, each party shall log all telephone messages.

C. The address of the Utility is:

Sierra Pacific Power Company
P. O. Box 10100
Reno, Nevada 89520

D. The address of the Customer is:

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Westpac Utilities

a division of Sierra Pacific Power Company

Tariff No. Gas No. 1

Canceling

1st Revised

Original

PUCN Sheet No. 6DD

PUCN Sheet No. 6DD

**FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION SERVICE
FOR SCHEDULE NOS. TF, TI AND TOP
(Continued)**

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ARTICLE IV – NOTICES (Contineud)

E. The address of the Customer's agent is:

F. The telephone numbers for use in daily operations are:

Business _____ Facsimile _____
Utility _____
Customer _____
Customer's Agent _____

G. Either party may change its address or telephone numbers at any time upon written notice to the other.

ARTICLE V - DEPOSITORY

The Utility's depository for payments of bills under Schedules TF and TI is:

(T)

ARTICLE VI - CUSTOMER'S AGENT

The Customer's agent for operations under this Agreement is:

ARTICLE VII - OTHER OPERATING PROVISIONS

(To be utilized when necessary to specify other operating provisions required for individual transportation services.)

(Continued)

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Michael J. Carano
Director

**FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION SERVICE
FOR SCHEDULE NOS. TF, TI AND TOP**

(Continued)

(T)

ARTICLE VIII - PRIOR AGREEMENTS

(To be utilized when necessary)

A. The Customer recognizes that the Utility has existing agreements and working relationships with upstream interstate pipeline companies. The Utility agrees to cooperate reasonably with them for the purpose of receiving, transporting and delivering the Customer's gas in a practical and efficient manner. Nothing in this Agreement shall be construed in any manner as limiting or modifying the rights or obligations of either party under the Utility's Rate Schedule No. _____ on file with and approved by the Public Utilities Commission of Nevada and any service agreement executed by the parties for service thereunder.

B. When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s):

ARTICLE IX - REGULATORY REQUIREMENTS

A. This Agreement, all terms and provisions contained or incorporated herein, and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction over the subject matter of this Agreement. This Agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of Nevada as it may from time to time direct in the exercise of its jurisdiction.

B. Should the Federal Energy Regulatory Commission, the Public Utilities Commission of Nevada or any other regulatory or successor governmental agency having jurisdiction impose by rule, order or regulation any terms or conditions upon this Agreement which are not mutually satisfactory to the parties, then either party upon the issuance of such rule, order or regulation, and notification to the other party, may terminate this Agreement.

ARTICLE X - SUCCESSORS AND ASSIGNS

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 either party shall be made without written approval of the other party. Such approval shall not be unreasonably.

(Continued)

<p>Issued: 05-01-06 Effective: 05-01-06 Advice No.: 263-G-R</p>	<p align="center">Issued By: Michael J. Carano Director</p>	
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Westpac Utilities

a division of Sierra Pacific Power Company

Tariff No. Gas No. 1

Canceling 1st Revised
Original

PUCN Sheet No. 6FF

PUCN Sheet No. 6FF

**FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION SERVICE
FOR SCHEDULE NOS. TF, TI AND TOP
(Continued)**

(T)

ARTICLE X - SUCCESSORS AND ASSIGNS (Continued)

withheld. As between the parties hereto, such assignment shall become effective on the first day of the month following written notice that such assignment has been made and approved by the other party

ARTICLE XI - RULES

The Rules of the Utility on file with and approved by the Public Utilities Commission of Nevada shall apply to the transportation to be performed hereunder, and are hereby incorporated by reference into this Agreement, except as otherwise provided in this Agreement.

By the Utility:

Signature _____

Typed Name: _____

Typed Title: _____

Date Signed: _____

By the Customer:

Signature _____

Typed Name: _____

Typed Title: _____

Date Signed: _____

(Continued)

Issued: 05-01-06

Effective: 05-01-06

Advice No.: 263-G-R

Issued By:
Michael J. Carano
Director

Westpac Utilities

a division of Sierra Pacific Power Company

Tariff No. Gas No. 1

Canceling

2nd Revised

1st Revised

PUCN Sheet No. 6GG

PUCN Sheet No. 6GG

**FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION SERVICE
FOR SCHEDULE NOS. TF, TI AND TOP
(Continued)**

APPENDIX A

Current Effective Rates:

Otherwise applicable sales rate schedule	_____	
Basic Service Charge Per Month	\$ _____	(T)
Administrative Charge Per Month (Schedule TOP)	\$ _____	
Firm Transportation Charge (Schedule TF) Per therm per month MDRO	\$ _____	
Interruptible Transportation (Schedule TI) Per therm per month of scheduled quantity	\$ _____	
Minimum Charge Per Month (Total)	\$ _____	

Effective Date: _____

Termination Date: _____

Date Issued: _____

Customer: _____

1. Service No. _____
Meter No. _____
2. Service No. _____
Meter No. _____
3. Service No. _____
Meter No. _____

Issued: **06-27-07**

Effective: **10-01-07**

Advice No.: **273-G**

Issued By:
Michael J. Carano
Director