

Paiute Pipeline Company: Second Revised Volume No. 1-A
Title Page : Effective

FERC GAS TARIFF
Second Revised Volume No. 1-A
(Superseding First Revised Volume No. 1-A)
of
PAIUTE PIPELINE COMPANY
filed with
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff Should Be Sent To:

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Second Revised Sheet No. 1 Second Revised Sheet No. 1 : Effective
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First Revised Sheet No. 2 First Revised Sheet No. 2 : Effective
Superseding: Original Sheet No. 2

PAIUTE PIPELINE COMPANY

PRELIMINARY STATEMENT

Paiute Pipeline Company, hereinafter referred to as "Paiute," is a "natural gas company" as defined by the Natural Gas Act (52 Stat. 821, 15 U.S.C. 717-717w) and, as such, is subject to the jurisdiction of the Federal Energy Regulatory Commission, hereinafter referred to as "FERC" or "Commission." Paiute is engaged in the transportation of natural gas in interstate commerce. In conjunction with its transportation, Paiute also engages in the storage and gasification of liquefied natural gas.

Paiute's interstate transmission system extends from the Idaho-Nevada state boundary to the California/Nevada boundary. The major facilities of Paiute's interstate transmission system are depicted on the map on the following tariff sheet.

Services by Paiute are rendered in accordance with terms and conditions and at rates contained in this FERC Gas Tariff.

It is the policy of Paiute to undertake services only pursuant to executed service agreements after consideration of its existing commitments, delivery capacity, points of delivery and other factors deemed material by Paiute. Paiute specifically disclaims any undertaking on its part to provide service as a common or public carrier of natural gas or other goods for hire. Services which Paiute may provide under compulsion of emergency circumstances involving public or private need or of governmental directive shall not serve to constitute Paiute a common or public carrier of natural gas or other goods for hire.

This FERC Gas Tariff is filed in compliance with Part 154, Subchapter E, Chapter 1, Title 18, of the Code of Federal Regulations.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92-75-004

Original Sheet No. 3 Original Sheet No. 3 : Effective

MAP

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92-75-004

Original Sheet Nos. 4 Through 9 Original Sheet Nos. 4 Through 9 : Effective

HELD FOR FUTURE USE

Effective Date: 09/01/2009 Status: Suspended
 FERC Docket: RP09-406-000

Nineteenth Revised Sheet No. 10 Nineteenth Revised Sheet No. 10
 Superseding: Eighteenth Revised Sheet No. 10

STATEMENT OF RATES
 Effective Rates Under Rate Schedules
 Contained in FERC Gas Tariff
 Second Revised Volume No. 1-A

The charges shown below are stated in dollars per dekatherm.

Currently Effective	Base		
Tariff Rate Rate Schedule and	Tariff Rate		ACA
Type of Charge Maximum Minimum	Maximum	Minimum	Charge
-----	-----	-----	-----
FT-1 - Firm			
Transportation Service			
<hr/>			
Reservation Charge	\$10.4136	\$0.0000	
\$10.4136 \$0.0000			
Usage Charge	0.0000	0.0000	0.0017
0.0017 0.0017			
Daily Reservation Charge	0.3424		
0.3424			
Elko Incremental			
Facilities Surcharge	17.8206		
17.8206			
Lake Tahoe Incremental			
Facilities Surcharge	9.5698		
9.5698			
Carson Lateral Incremental			
Facilities Surcharge	3.4666		
3.4666			
2003 Expansion Incremental			
Facilities Surcharge	16.4618		
16.4618			
IT-1 - Interruptible			
Transportation Service			
<hr/>			
Usage Charge	\$ 0.3424	\$0.0010	0.0017
0.3441 0.0027			
LGS-1 - Firm Liquefied			
Natural Gas Service			
<hr/>			
Storage Charge	\$ 0.3019	\$0.0000	\$
0.3019 \$0.0000			
Delivery Charge	3.9853	0.0000	
3.9853 0.0000			
Injection Charge	0.0000	0.0000	
0.0000 0.0000			
Withdrawal Charge	0.0000	0.0000	
0.0000 0.0000			
LGS-2 - Interruptible			
Liquefied Natural Gas			

Service

Volumetric Charge \$ 0.6038 \$0.0010 \$
0.6038 \$0.0010

Effective Date: 10/01/2009 Status: Effective
 FERC Docket: RP09-406-002

Substitute Twentieth Revised Sheet No. 10 Substitute Twentieth Revised Sheet No. 10
 Superseding: 2nd Sub Nineteenth Revised Sheet No. 10

STATEMENT OF RATES
 Effective Rates Under Rate Schedules
 Contained in FERC Gas Tariff
 Second Revised Volume No. 1-A

The charges shown below are stated in dollars per dekatherm.

Rate Schedule and Type of Charge	Base Tariff Rate		Charge	Currently Effective Tariff Rate		ACA
	Maximum	Minimum		Maximum	Minimum	
FT1 Firm Transportation Service						
Reservation Charge	\$ 9.1951	\$0.0000		\$ 9.1951	\$0.0000	
Usage Charge	0.0000	0.0000	0.0019	0.0019	0.0019	
Daily Reservation Charge	0.3023			0.3023		
Elko Incremental Facilities Surcharge	15.8352			15.8352		
2003 Expansion Incremental Facilities Surcharge	14.7911			14.7911		
IT1 Interruptible Transportation Service						
Usage Charge	\$ 0.3023	\$0.0010	\$0.0019	\$ 0.3042	\$0.0029	
LGS1 Firm Liquefied Natural Gas Service						
Storage Charge	\$ 0.2808	\$0.0000		\$ 0.2808	\$0.0000	
Delivery Charge	3.7060	0.0000		3.7060	0.0000	
Injection Charge	0.0000	0.0000		0.0000	0.0000	
Withdrawal Charge	0.0000	0.0000		0.0000	0.0000	
LGS2 Interruptible Liquefied Natural Gas Service						
Volumetric Charge	\$ 0.5616	\$0.0010		\$ 0.5616	\$0.0010	

Effective Date: 12/07/2003 Status: Effective

FERC Docket: RP04- 51-000

Third Revised Sheet No. 11 Third Revised Sheet No. 11 : Effective
Superseding: Second Revised Sheet No. 11
HELD FOR FUTURE USE

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FERC Docket: RS92-75-004

Original Sheet Nos. 12 Through 18 Original Sheet Nos. 12 Through 18 : Effective

HELD FOR FUTURE USE

Effective Date: 12/07/2003 Status: Effective
FERC Docket: RP04- 51-000

First Revised Sheet No. 19 First Revised Sheet No. 19 : Effective
Superseding: Original Sheet No. 19

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available to any party (herein called "Shipper") for the firm transportation of natural gas by Paiute Pipeline Company (herein called Paiute") from the Receipt Point(s) on Paiute's system to the Delivery Point(s) on Paiute's system, under the following conditions:

- 1.1 Paiute has determined that it has available capacity to render the requested service without construction of any additional facilities, except as provided by Section 6 hereof; and
- 1.2 Shipper and Paiute have executed a Service Agreement in the form contained in this tariff for service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to gas transported by Paiute for Shipper pursuant to the executed Service Agreement.

- 2.1 The basic transportation service rendered under this rate schedule shall consist of:
 - (a) The receipt by Paiute for the account of Shipper of Shipper's gas at the Receipt Point(s), in quantities not to exceed Shipper's applicable Reserved Capacities;
 - (b) The transportation of gas through Paiute's system for the account of Shipper; and
 - (c) The delivery of gas after transportation by Paiute for the account of Shipper at the Delivery Point(s), in quantities not to exceed Shipper's applicable Reserved Capacities after adjustment for Gas Used by Paiute as described in Section 4.2 of the General Terms and Conditions of this tariff.

Effective Date: 04/01/2009 Status: Effective
FERC Docket: RP09-406-000

Second Revised Sheet No. 20 Second Revised Sheet No. 20
Superseding: First Revised Sheet No. 20

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.2 The service provided under this rate schedule shall be firm up to Shipper's applicable Daily Reserved Capacity. Such service shall not be subject to curtailment, except due to operating conditions or conditions of force majeure on Paiute's system as set forth in Section 4.6 and Section 6.1 of the General Terms and Conditions of this tariff. In the event of such curtailment, Paiute shall provide service as follows:

(a) Paiute shall provide Shipper with as much advance notice as is practical of any curtailment or interruption of service;

(b) Shipper's service under this rate schedule shall be curtailed in accordance with Section 4 of the General Terms and Conditions of this tariff; and

(c) Paiute may, to the extent feasible, and in a manner which is not unduly discriminatory, continue to receive Shipper's gas at the Receipt Point(s) during the period of curtailment, and shall, when feasible, redeliver such gas at the Delivery Point(s). Paiute shall waive any penalty payments that may otherwise be due pursuant to Section 5 of the General Terms and Conditions of this tariff for any imbalance occurring as a result of such curtailment, or that are associated with correction of such imbalance during a subsequent period.

3. RATES

3.1 Shipper shall pay Paiute monthly the sum of the following charges:

Reservation Charge: A charge per Dth of Shipper's applicable Reserved Capacity for the month.

Usage Charge: A charge per Dth of natural gas scheduled by Shipper at the Receipt Point(s) less Gas Used by Paiute during the month for transportation hereunder.

Effective Date: 10/01/1996 Status: Effective
FERC Docket: CP95-285-002

Original Sheet No. 20A Original Sheet No. 20A : Effective

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE
(Continued)

3. RATES (Continued)

Elko Incremental
Facilities Surcharge

A charge per Dth of the applicable
Incremental Monthly Billing Determinant
specified for Southwest Gas Corporation -
Northern Nevada as set forth in footnote 1
on Sheet No. 161 of this tariff. This
charge is for incremental facilities
authorized in the expansion certificate in
Docket No. CP95-285.

Effective Date: 09/01/2009 Status: Effective
FERC Docket: RP09-406-002

Seventh Revised Sheet No. 21 Seventh Revised Sheet No. 21
Superseding: Sixth Revised Sheet No. 21

RATE SCHEDULE FT1
FIRM TRANSPORTATION SERVICE
(Continued)

3. RATES (Continued)

Elko Incremental Facilities Surcharge A charge per Dth for an Incremental Monthly Billing Determinant of 1,496 Dth specified for Southwest Gas Corporation Northern Nevada. This charge is for incremental facilities authorized in the expansion certificate in Docket No. CP95285.

2003 Expansion Incremental Facilities Surcharge In lieu of the Reservation Charge, a charge per Dth of the applicable Reserved Capacity of 5,868 Dth per day specified for Southwest Gas Corporation Northern Nevada for facilities authorized in the expansion certificate in Docket No. CP0331.

Lake Tahoe Facilities Deliverability Surcharge A charge per Dth equivalent to the Reservation Charge for an Incremental Monthly Billing Determinant of 2,455 Dth specified for Southwest Gas Corporation Northern Nevada. This charge is for downstream deliverability capacity created by the facilities authorized in the expansion certificate in Docket

Paiute may, from time to time and at any time selectively, adjust any or all of the rates stated above with respect to any individual Shipper or transportation service in a manner which is not unduly discriminatory; provided, however, that

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 75-008

Substitute Original Sheet No. 21A Substitute Original Sheet No. 21A : Superseded

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE
(Continued)

3. RATES (Continued)

- (a) From the revenues received for interruptible transportation service under Rate Schedule IT-1, Paiute shall first deduct and retain the revenues equal to the sum of the transportation commodity rate of Rate Schedule FT-1 and all IT-1 rate surcharges for all interruptible volumes transported.
- (b) Paiute shall retain all remaining interruptible transportation revenues received under Rate Schedule IT-1 until such time as the total dollar amount of fixed costs, as set forth in its final approved rates in Docket No. RP93-6, allocated to interruptible service, has been received for the applicable one-year period.
- (c) Paiute shall retain 10 percent of any interruptible revenues remaining after performing steps (a) and (b) of this crediting mechanism. The remaining 90 percent shall be credited to each FT-1 Shipper (except that the credit for a Shipper disputing its bill shall be held in a separate account pending final resolution of the dispute) based on the proportion of such Shipper's FT-1 monthly billing determinants to the total FT-1 monthly billing determinants applicable to all FT-1 Shippers.
- (d) The revenues to be credited as described above, if any, together with interest calculated in accordance with Section 154.67(c) (2) (iii) of the Commission's Regulations, shall be credited to Shippers under this Rate Schedule on an annual calendar year basis, beginning the day after issuance of a final order on rehearing in Docket No. RP93-6. In the event a credit amount cannot be applied to a Shipper under Section 3.3(c) above, Paiute shall flow such amount through by means of a refund. In no event shall any Shipper receive a credit or refund under this provision that exceeds the Reservation Charges paid under this Rate Schedule by such Shipper during each one-year period or partial period.

Effective Date: 01/01/1997 Status: Suspended
FERC Docket: RP96-306-000

First Revised Sheet No. 21A First Revised Sheet No. 21A : Suspended
Superseding: Second Substitute Original Sheet No. 21A

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE
(Continued)

3. RATES (Continued)

- (a) From the revenues received for interruptible transportation service under Rate Schedule IT-1, Paiute shall first deduct and retain the revenues equal to the sum of the transportation commodity rate of Rate Schedule FT-1 and all Rate Schedule IT-1 rate surcharges for all interruptible volumes transported.
- (b) Paiute shall retain all remaining interruptible transportation revenues received under Rate Schedule IT-1 until such time as the total dollar amount of fixed costs, as set forth in its final approved rates in Docket No. RP93-6 and/or subsequent rate cases, allocated to interruptible service, has been received for the applicable one-year period. For any one-year period during which rates are revised as a result of a new rate case, Paiute shall prorate the total dollar amount of fixed costs allocated to interruptible service for the applicable portion of the one-year period, on a monthly basis, by dividing such fixed costs by 12 and multiplying by the number of months in the applicable portion of the one-year period. The amount for the one-year period shall be the sum of the portions for each segment of the one-year period.
- (c) Paiute shall retain 10 percent of any interruptible revenues remaining after performing steps (a) and (b) of this crediting mechanism. The remaining 90 percent shall be credited to each FT-1 Shipper (except that the credit for a Shipper disputing its bill shall be held in a separate account pending final resolution of the dispute) based on the proportion of such Shipper's FT-1 monthly billing determinants to the total FT-1 monthly billing determinants applicable to all FT-1 Shippers.
- (d) The revenues to be credited as described above, if any, together with interest calculated in accordance with Section 154.67(c)(2)(iii) of the Commission's Regulations, shall be credited to Shippers under this Rate Schedule on an annual calendar year basis. In the event a credit amount cannot be applied to a Shipper under Section 3.3(c) above, Paiute shall flow such amount through by means of a refund. In no event shall any Shipper receive a credit or refund under this provision that exceeds the Reservation Charges paid under this Rate Schedule by such Shipper during each one-year period.

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Fourth Revised Sheet No. 22 Fourth Revised Sheet No. 22 : Effective
Superseding: Third Revised Sheet No. 22

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE
(Continued)

3. RATES (Continued)

The maximum and minimum rates shall be those as set forth from time to time on the currently effective Sheet No. 10 of this tariff, which rates are incorporated herein by reference.

3.2 In addition to the charges set forth above, Shipper shall:

- (a) Provide quantities to Paiute pursuant to Section 7 hereof for Gas Used by Paiute; and,
- (b) Pay any penalties, fees or other charges which may be assessed pursuant to Section 5 of the General Terms and Conditions of this tariff.

4. MINIMUM BILL

The minimum bill per month shall be the Reservation Charges.

5. RESERVED CAPACITIES

Shipper's Reserved Capacities shall be specified in the executed Service Agreement between Paiute and Shipper providing for service under this rate schedule. The individual Reserved Capacities are as follows:

- 5.1 The Daily Reserved Capacity shall be the largest daily quantity of natural gas Paiute is obligated to receive in total from Shipper at the Receipt Point(s) specified in the Service Agreement for firm transportation under this rate schedule during the Winter Period.
- 5.2 The Summer Daily Reserved Capacity shall be the largest daily quantity of natural gas Paiute is obligated to receive in total from Shipper at the Receipt Point(s) specified in the Service Agreement for firm transportation under this rate schedule during the Summer Period.

6. FACILITY ADDITIONS

As a matter of policy, Paiute will not construct any additional main-line facilities, unless either such facilities are economically feasible consistent with Section 157.14 of the Commission's Regulations and Section 7 of the Natural Gas Act, or Shipper agrees to provide reimbursement for the total cost of facilities to be constructed as explained below.

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FERC Docket: RP04- 51-000

First Revised Sheet No. 23 First Revised Sheet No. 23 : Effective
Superseding: Original Sheet No. 23

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE
(Continued)

6. FACILITY ADDITIONS (Continued)

In addition to the charges specified in Section 3 of this rate schedule, Paiute may charge Shipper as set forth an amount to recoup the cost of facilities constructed at the Shipper's request in order to provide service under this rate schedule. Paiute shall not use the amounts so collected in establishing its general system rates. The applicable new facilities charge shall be stated in the transportation contract.

Paiute will construct the following facilities pursuant to the authorization granted in Subpart F of Part 157 of the Regulations of the Federal Energy Regulatory Commission, or where the prior authorization of the Federal Energy Regulatory Commission is not required to construct such facilities:

- 6.1 General Installation -- Subject to Section 6.3 below, Paiute will construct facilities, to render transportation services hereunder that are requested by Shipper where Shipper agrees to pay all costs associated with such facilities.
- 6.2 From time to time, Shippers may request new facilities for which Shipper will not reimburse Paiute for costs associated with such facilities. In this case, Paiute will construct such facilities that in its sole good faith determination it deems to be economical. For purposes of determining whether projects are economic, Paiute will evaluate projects on the basis of the cost of the facilities, operation and maintenance as well as administrative expenses attributable to the facilities, the revenues Paiute estimates will be generated as a result of the project, and the FERC's pricing policies. In estimating the revenues to be generated, Paiute will evaluate the existence of capacity limitations downstream of the facilities, the potential market for the additional gas, the firm versus interruptible nature of gas received

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FERC Docket: RP04- 51-000

First Revised Sheet No. 24 First Revised Sheet No. 24 : Effective
Superseding: Original Sheet No. 24

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE
(Continued)

6. FACILITY ADDITIONS (Continued)

at the various Receipt Points and any other similar factors which impact the extent to which the available capacity from the new facilities will actually be used. Based on these criteria, the economic value of a project shall be determined based upon a discounted cash flow rate of return methodology, with a minimum acceptable rate of return at least equal to the lesser of (a) the allowed rate of return of Paiute in its last general rate proceeding plus three (3) percentage points, or (b) thirteen percent (13%).

6.3 Miscellaneous -- Paiute shall not construct facilities hereunder which will compromise the operational integrity of Paiute's pipeline system. Paiute will own and operate all facilities constructed hereunder.

7. GAS USED BY PAIUTE

Shipper shall provide its proportionate share of the Gas Used by Paiute in its day-to-day operations for transportation hereunder, in accordance with Section 4.2(e) of the General Terms and Conditions of this tariff.

8. MEASUREMENT BASE

Refer to Section 2 of the General Terms and Conditions of this tariff.

9. FILING FEES

Shipper shall reimburse Paiute for any and all filing fees incurred by Paiute in seeking governmental authorization for the initiation, extension or termination of service under this rate schedule. Paiute shall not use such filing fee costs or the revenues so collected in the establishment of its general rates.

Effective Date: 11/01/2006 Status: Effective
FERC Docket: RP07- 1-000

Third Revised Sheet No. 25 Third Revised Sheet No. 25 : Effective
Superseding: Second Revised Sheet No. 25

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE
(Continued)

10. HEAT CONTENT

Refer to Section 3.1(e) and Section 3.2(e) of the General Terms and Conditions of this tariff.

11. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this tariff are applicable to this rate schedule and are hereby made a part hereof.

12. RESERVATION CHARGE ADJUSTMENTS

12.1 Subject to the provisions and limitations of this Section 12, if, during any day, Paiute fails to (1) transport for Shipper on that day the quantity of natural gas scheduled for Shipper for transportation under a Service Agreement subject to this rate schedule pursuant to the normal scheduling procedures set forth in Section 4.2(a) of the General Terms and Conditions of this tariff, or (2) accept on that day for normal scheduling under such Section 4.2(a) the quantity of natural gas nominated by Shipper for transportation under a Service Agreement subject to this rate schedule, up to Shipper's applicable Reserved Capacity (i.e., Daily Reserved Capacity or Summer Daily Reserved Capacity), less any capacity released by Shipper on such day, and as qualified by this Section 12, then the Reservation Charge otherwise payable by Shipper during the month in which such day occurs shall be reduced by an amount computed by multiplying the quantity that Paiute so failed to transport or accept for scheduling on such day by the Daily Reservation Charge set forth on Sheet No. 10 of this tariff. The scheduling and transportation from the LNG Plant Receipt Point of natural gas to be withdrawn from storage at the LNG Plant for Shipper is subject to Shipper's having sufficient supplies of liquefied natural gas in storage at the LNG Plant and the scheduling of gas for withdrawal from the LNG Plant pursuant to the terms and provisions of this tariff.

Effective Date: 06/19/2005 Status: Effective
FERC Docket: RP04- 51-003

Third Revised Sheet No. 25A Third Revised Sheet No. 25A : Effective
Superseding: Second Revised Sheet No. 25A

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE
(Continued)

12. RESERVATION CHARGE ADJUSTMENTS (Continued)

12.2 The Reservation Charge adjustment provided in Section 12.1 hereof shall not apply if Paiute's failure to transport or accept for scheduling the quantity requested by Shipper was due to:

- (a) Shipper's failure to deliver such gas to Paiute (including the failure to provide for the withdrawal of any necessary quantities of gas from the LNG Plant when such failure is attributable to Shipper), or to Shipper's or Receiving Party's inability to accept delivery of such gas;
- (b) operating conditions on upstream pipelines not within the control of Paiute; or
- (c) an event of force majeure, as set forth in Section 6.1 of the General Terms and Conditions of this tariff, or an event of non-routine repairs or maintenance which, if not performed promptly, would likely lead to an operating malfunction or equipment failure or damage, provided that the need for such non-routine repairs or maintenance has not been caused by negligence on the part of Paiute.

Notwithstanding the foregoing provisions of this subsection (c), the Reservation Charge adjustment provided in Section 12.1 hereof shall apply during such an event of force majeure or non-routine repairs or maintenance, except that the adjustment shall be computed by multiplying the quantity that Paiute failed to transport or accept for scheduling on each day of such event by the portion of the Daily Reservation Charge set forth on Sheet No. 10 of this tariff that represents Paiute's equity return and associated income taxes. Such portion of the Daily Reservation Charge will be referred to as the "Daily Reservation Charge Equity and Tax Component". The Daily Reservation Charge Equity and Tax Component will be posted on Paiute's Electronic Bulletin Board, along with the derivation of such component.

Effective Date: 06/19/2005 Status: Effective
FERC Docket: RP04- 51-003

Third Revised Sheet No. 25B Third Revised Sheet No. 25B : Effective
Superseding: Second Revised Sheet No. 25B

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE
(Continued)

12. RESERVATION CHARGE ADJUSTMENTS (Continued)

12.3 The Reservation Charge adjustment provided in Section 12.1 hereof shall not apply:

- (a) to a firm Shipper that receives 98 percent of its applicable Reserved Capacity (i.e., Daily Reserved Capacity or Summer Daily Reserved Capacity);
- (b) to a firm Shipper that is unable to schedule out-of-path transportation, or transportation at a secondary receipt or delivery point;
- (c) to a firm Shipper that is unable to schedule at a receipt or delivery point due to that point being scheduled properly by an alternate firm or interruptible shipper in an earlier nomination cycle, which is not eligible to be reduced (bumped) in the current cycle;
- (d) when Shipper:
 - (1) fails to properly nominate or confirm pursuant to the scheduling timeline and requirements of Sections 4.2 and/or 4.6 of the General Terms and Conditions and/or the other scheduling provisions of this tariff; or
 - (2) fails to deliver gas that conforms to the quality or pressure specifications detailed in Sections 3 and 4 of the General Terms and Conditions; or
 - (3) does not comply with a restricted delivery entitlement notification pursuant to Section 5.2 of the General Terms and Conditions;

Effective Date: 12/30/2004 Status: Effective

FERC Docket: RP04- 51-001

First Revised Sheet No. 25C First Revised Sheet No. 25C : Effective
Superseding: Original Sheet No. 25C

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE
(Continued)

12. RESERVATION CHARGE ADJUSTMENTS (Continued)

- (e) to volumes in excess of:
 - (1) Shipper's applicable Reserved Capacity;
 - (2) a specified contract service limitation that applies to the lateral for which delivery failure occurs; or
 - (3) the maximum daily quantities that are contractually specified at a particular delivery point; and
- (f) when Paiute's failure to deliver is the result of any other conduct of Shipper

Effective Date: 12/07/2003 Status: Effective
FERC Docket: RP04- 51-000

First Revised Sheet No. 26 First Revised Sheet No. 26 : Effective
Superseding: Original Sheet No. 26

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available on a first-come, first-served basis as provided herein to any party (herein called "Shipper") for the interruptible transportation of natural gas by Paiute Pipeline Company (herein called "Paiute") from the Receipt Point(s) on Paiute's system to the Delivery Point(s) on Paiute's system, under the following conditions:

- 1.1 Paiute has determined that it has available capacity to render the requested service without construction of any additional facilities and without impairing deliveries to Paiute's Shippers receiving firm services under other rate schedules of this tariff;
- 1.2 Shipper has demonstrated to Paiute's satisfaction, pursuant to Section 7 of the General Terms and Conditions of this tariff, the assurance of natural gas supplies and third-party transportation agreements with quantities and for a term compatible with the service being requested from Paiute;
- 1.3 Shipper and Paiute have executed a Service Agreement in the form contained in this tariff for service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to gas transported by Paiute for Shipper pursuant to the executed Service Agreement.

- 2.1 The basic transportation service rendered under this rate schedule shall consist of:
 - (a) The receipt by Paiute for the account of Shipper of Shipper's gas at the Receipt Point(s), in quantities not to exceed Shipper's applicable contracted Daily Quantities;
 - (b) The transportation of gas through Paiute's system for the account of Shipper; and

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FERC Docket: RP04- 51-000

First Revised Sheet No. 27 First Revised Sheet No. 27 : Effective
Superseding: Original Sheet No. 27

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

(c) The delivery of the equivalent quantity, after adjustment for Gas Used by Paiute pursuant to Section 4.2 of the General Terms and Conditions of this tariff, of gas after transportation by Paiute for the account of Shipper at the Delivery Point(s).

2.2 The services provided under this rate schedule shall be interruptible and shall be subject to interruption at any time when Paiute determines that the total requests for service hereunder exceed Paiute's capability to meet such requests, or due to operating conditions or conditions of force majeure on Paiute's system as set forth in Section 4.6 and Section 6.1 of the General Terms and Conditions of this tariff. In the event of such interruption, Paiute shall provide service as follows:

- (a) Paiute shall provide Shipper with as much advance notice as is practical of any interruption of service;
- (b) Shipper's service under this rate schedule shall be interrupted in accordance with Section 4 of the General Terms and Conditions of this tariff; and
- (c) Unless service to higher priority Shippers will be impaired, Paiute may, to the extent feasible, and in a manner which is not unduly discriminatory, continue to receive Shipper's gas at the Receipt Point(s) during the period of interruption, and shall, when feasible, redeliver such gas at the Delivery Point(s). Paiute shall waive any penalty payments that may otherwise be due pursuant to Section 5 of the General Terms and Conditions of this tariff for any imbalance occurring as a result of the interruption, or that are associated with correction of such imbalance during a subsequent period.

3. RATES

3.1 Shipper shall pay Paiute each month an amount equal to the applicable Usage Charge for each Dth of natural gas scheduled by Shipper at the Receipt Point(s) less Gas Used by Paiute during the month for transportation hereunder.

Effective Date: 12/07/2003 Status: Effective
FERC Docket: RP04- 51-000

Second Revised Sheet No. 28 Second Revised Sheet No. 28 : Effective
Superseding: First Revised Sheet No. 28

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

3. RATES (Continued)

Paiute may, from time to time and at any time selectively, adjust any or all of the rates stated above with respect to any individual Shipper or transportation service in a manner which is not unduly discriminatory; provided however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) or be less than the applicable minimum rate(s). Paiute shall file with the Federal Energy Regulatory Commission the required reports upon adjustment of a rate(s) pursuant to this rate schedule. The maximum and minimum rates shall be those as set forth from time to time on the currently effective Sheet No. 10 of this tariff, which rates are incorporated herein by reference.

3.2 In addition to the charges set forth above, Shipper shall:

- (a) Provide quantities to Paiute pursuant to Section 6 hereof for Gas Used by Paiute; and,
- (b) Pay any penalties, fees or other charges which may be assessed pursuant to Section 5 of the General Terms and Conditions of this tariff.

4. MINIMUM BILL

None.

5. FACILITY ADDITIONS

As a matter of policy, Paiute will not construct any additional mainline facilities to effect delivery of the gas to be transported hereunder.

6. GAS USED BY PAIUTE

Shipper shall provide its proportionate share of the Gas Used by Paiute in its day-to-day operations for transportation hereunder, in accordance with Section 4.2(e) of the General Terms and Conditions of this tariff.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92-75-004

Original Sheet No. 29 Original Sheet No. 29 : Effective

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

7. MEASUREMENT BASE

Refer to Section 2 of the General Terms and Conditions of this tariff.

8. FILING FEES

Shipper shall reimburse Paiute for any and all filing fees incurred by Paiute in seeking governmental authorization for the initiation, extension or termination of service under this rate schedule. Paiute shall not use such filing fee costs or the revenues so collected in the establishment of its general rates.

9. HEAT CONTENT

Refer to Section 3.1(e) and Section 3.2(e) of the General Terms and Conditions of this tariff.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP95-614-001

First Revised Sheet No. 30 First Revised Sheet No. 30 : Effective
Superseding: Original Sheet No. 30

RATE SCHEDULE LGS-1
LIQUEFIED NATURAL GAS STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available to any party (herein called "Shipper") for the liquefaction, storage and gasification of natural gas by Paiute Pipeline Company (herein called "Paiute") at Paiute's liquefied natural gas facility near Lovelock, Nevada (herein called "LNG Plant") for delivery to Paiute's pipeline system for transportation to Shipper's Delivery Point(s) on Paiute's system under the following conditions:

- 1.1 Paiute has determined that it has available capacity to render the requested service without construction of any additional facilities;
- 1.2 Shipper receives service on Paiute's system under a transportation rate schedule in this tariff; and
- 1.3 Shipper and Paiute have executed a Service Agreement in the form contained in this tariff for service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to the liquefied natural gas storage service rendered by Paiute to Shipper pursuant to the executed Service Agreement.

- 2.1 The basic service rendered under this rate schedule shall consist of:
 - (a) The receipt and liquefaction by Paiute for the account of Shipper of Shipper's natural gas tendered to the inlet of Paiute's LNG Plant;
 - (b) The receipt of liquefied natural gas (herein called "LNG") for the account of Shipper tendered to the LNG truck unloading facility at Paiute's LNG Plant;
 - (c) The storage of the LNG at Paiute's LNG Plant for the account of Shipper in quantities not to exceed Shipper's applicable Storage Capacity under this rate schedule;

Effective Date: 08/01/2005 Status: Suspended
FERC Docket: RP05-163-000

Second Revised Sheet No. 30 Second Revised Sheet No. 30 : Suspended
Superseding: First Revised Sheet No. 30

RATE SCHEDULE LGS-1
FIRM LIQUEFIED NATURAL GAS STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available to any party (herein called "Shipper") for the liquefaction, storage and gasification of natural gas by Paiute Pipeline Company (herein called "Paiute") at Paiute's liquefied natural gas facility near Lovelock, Nevada (herein called "LNG Plant") for delivery to Paiute's pipeline system for transportation to Shipper's Delivery Point(s) on Paiute's system under the following conditions:

- 1.1 Paiute has determined that it has available capacity to render the requested service without construction of any additional facilities;
- 1.2 Shipper receives service on Paiute's system under a transportation rate schedule in this tariff; and
- 1.3 Shipper and Paiute have executed a Service Agreement in the form contained in this tariff for service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to the firm liquefied natural gas storage service rendered by Paiute to Shipper pursuant to the executed Service Agreement.

- 2.1 The basic service rendered under this rate schedule shall consist of the following, which shall be provided by Paiute on a firm basis:
 - (a) The receipt and liquefaction by Paiute, less Gas Used by Paiute pursuant to Section 5 hereof, for the account of Shipper of Shipper's natural gas tendered to the inlet of Paiute's LNG Plant;
 - (b) The receipt of liquefied natural gas (herein called "LNG") for the account of Shipper tendered to the LNG truck unloading facility at Paiute's LNG Plant;
 - (c) The storage of the LNG at Paiute's LNG Plant for the account of Shipper in quantities not to exceed Shipper's applicable Storage Capacity under this rate schedule;

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP95-614-001

First Revised Sheet No. 31 First Revised Sheet No. 31 : Effective
Superseding: Original Sheet No. 31

RATE SCHEDULE LGS-1
LIQUEFIED NATURAL GAS STORAGE SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

- (d) The gasification of such stored liquid on demand by Shipper pursuant to Section 4.7(d) of the General Terms and Conditions of this tariff in quantities not to exceed Shipper's Daily Delivery Capacity; and
- (e) The delivery of equivalent quantities of natural gas, less Gas Used by Paiute pursuant to Section 5 hereof, gasified from Shipper's LNG inventory pursuant to Section 4.7(d) of the General Terms and Conditions of this tariff for the account of Shipper into Paiute's pipeline system for transportation to the Delivery Point(s).

2.2 The service rendered under this rate schedule shall be firm and shall not be subject to curtailment, except due to operating conditions or conditions of force majeure on Paiute's system as set forth in Section 4.6 and Section 6.1 of the General Terms and Conditions of this tariff. In the event of such curtailment, Paiute shall provide service as follows:

- (a) Paiute shall provide Shipper with as much advance notice as is practical of any curtailment of service;
- (b) Shipper's service under this rate schedule shall be curtailed on a pro rata basis in proportion to the ratio of its nomination for the day of such curtailment for service under this rate schedule up to its Daily Delivery Capacity hereunder to the total of all nominations for such day for service under this rate schedule subject to Section 4.7(d) (3) of the General Terms and Conditions of this tariff; and
- (c) While Paiute shall not be responsible for any curtailment that is due to Shipper's failure to adequately maintain its LNG inventory or to schedule the use of such inventory, Paiute, in the event of such situations, will permit Shipper to arrange for the transfer of inventory balance among the other Shippers, in accordance with Section 4.7(c) (4) of the General Terms and Conditions of this tariff.

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FERC Docket: RP05-163-000

Second Revised Sheet No. 31 Second Revised Sheet No. 31 : Suspended
Superseding: First Revised Sheet No. 31

RATE SCHEDULE LGS-1
FIRM LIQUEFIED NATURAL GAS STORAGE SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

- (d) The gasification of such stored liquid on demand by Shipper pursuant to Section 4.7(d) of the General Terms and Conditions of this tariff in quantities not to exceed Shipper's Daily Delivery Capacity; and
- (e) The delivery of equivalent quantities of natural gas, less Gas Used by Paiute pursuant to Section 5 hereof, gasified from Shipper's LNG inventory pursuant to Section 4.7(d) of the General Terms and Conditions of this tariff for the account of Shipper into Paiute's pipeline system at the point of interconnection between Paiute's LNG Plant and its main transmission line.

2.2 The service rendered under this rate schedule shall be firm and shall not be subject to curtailment, except due to operating conditions or conditions of force majeure on Paiute's system as set forth in Section 4.6 and Section 6.1 of the General Terms and Conditions of this tariff. In the event of such curtailment, Paiute shall provide service as follows:

- (a) Paiute shall provide Shipper with as much advance notice as is practical of any curtailment of service;
- (b) Shipper's service under this rate schedule shall be curtailed on a pro rata basis in proportion to the ratio of its nomination for the day of such curtailment for service under this rate schedule up to its Daily Delivery Capacity hereunder to the total of all nominations for such day for service under this rate schedule subject to Section 4.7(d) (3) of the General Terms and Conditions of this tariff; and
- (c) While Paiute shall not be responsible for any curtailment that is due to Shipper's failure to adequately maintain its LNG inventory or to schedule the use of such inventory, Paiute, in the event of such situations, will permit Shipper to arrange for the transfer of inventory balance among the other Shippers, in accordance with Section 4.7(c) (4) of the General Terms and Conditions of this tariff.

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FERC Docket: RP05-163-004

Substitute Second Revised Sheet No. 32 Substitute Second Revised Sheet No. 32 : Effective
Superseding: First Revised Sheet No. 32
RATE SCHEDULE LGS-1

FIRM LIQUEFIED NATURAL GAS STORAGE SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 A Shipper who wishes to release some or all of its firm storage capacity entitlements may do so in accordance with the capacity release provisions outlined in Section 14 of the General Terms and Conditions. Such Shipper must specify positive quantities of both Storage Capacity and Daily Delivery Capacity that it wishes to release. Any such release is subject to the terms and conditions of this rate schedule and may require a transfer of gas in inventory as specified in Section 4.7(c)(4) of the General Terms and Conditions of this tariff. If Replacement Shipper fails to withdraw all of its gas in storage within three days of the termination of the capacity release transaction, then title to any such remaining inventory shall either be transferred to Releasing Shipper, if Releasing Shipper has so specified as a condition of the release, or be forfeited by Replacement Shipper, free and clear of any adverse claims. If the remaining inventory is forfeited by Replacement Shipper, such remaining inventory shall be treated by Paiute thereafter as Gas Used by Paiute, and shall be credited to the calculation of Gas Used by Paiute under Rate Schedules FT-1 and IT-1 and Section 4.2(e) of the General Terms and Conditions of this tariff.

3. RATES

3.1 Shipper shall pay Paiute monthly the sum of the following charges:

Storage Charge:	A charge per Dth of Storage Capacity.
Delivery Charge:	A charge per Dth of Daily Delivery Capacity.
Injection Charge:	A charge per Dth of natural gas received by Paiute during the month for liquefaction hereunder. This charge shall not apply to LNG tendered for receipt into storage at the LNG truck unloading facility.
Withdrawal Charge:	A charge per Dth of LNG converted into the gaseous phase by Paiute during the month for delivery hereunder.

The charges shall be those as set forth from time to time on the currently effective Sheet No. 10 of this tariff which charges are incorporated herein by reference. Paiute may, from time to time and at any time selectively, adjust any or all of the rates stated above with respect to any individual Shipper or storage service in a manner which is not unduly discriminatory; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) or be less than the applicable minimum rate(s). Paiute shall file with the FERC any required reports upon adjustment of a rate(s) pursuant to this rate schedule.

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Original Sheet No. 33 Original Sheet No. 33 : Effective

RATE SCHEDULE LGS-1
LIQUEFIED NATURAL GAS STORAGE SERVICE
(Continued)

6. STORAGE AND DELIVERY CAPACITIES

Shipper's capacities shall be specified in the executed Service Agreement between Paiute and Shipper providing for service under this rate schedule. Such capacities shall represent Paiute's maximum service obligations to Shipper under this rate schedule in the circumstances to which they are applicable. The individual capacities are as follows:

- 6.1 The Storage Capacity shall be the largest quantity of liquefied natural gas inventory that Paiute is obligated to hold at any time for the account of Shipper at its LNG Plant. The inventory quantities shall be accounted for in equivalent Dth of natural gas; however, the actual measurement of the inventory quantity will be conducted in accordance with Section 2.2 of the General Terms and Conditions of this tariff.
- 6.2 The Daily Delivery Capacity shall be the largest daily quantity that Paiute is obligated to deliver into Paiute's pipeline system upon gasification for the account of Shipper during the Winter Period.

7. BOIL-OFF GAS

On any day when Shipper has not scheduled delivery from the LNG Plant, there will be a quantity of boil-off gas that must be delivered into Paiute's pipeline system. The total boil-off quantity shall be allocated among the Shippers under this rate schedule pro rata on the basis of their respective liquefied natural gas inventories at the beginning of the month, and transported as part of each Shipper's scheduled quantity for such day.

8. MEASUREMENT BASE

Refer to Section 2.2 of the General Terms and Conditions of this tariff.

9. FILING FEES

Shipper shall reimburse Paiute for any and all filing fees incurred by Paiute in seeking governmental authorization for the initiation, extension or termination of service under this rate schedule. Paiute shall not use such filing fee costs or the revenues so collected in the establishment of its general rates.

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First Revised Sheet No. 33 First Revised Sheet No. 33 : Suspended
Superseding: Original Sheet No. 33

RATE SCHEDULE LGS-1
FIRM LIQUEFIED NATURAL GAS STORAGE SERVICE
(Continued)

3. RATES (Continued)

3.2 Each Shipper holding firm storage entitlement rights under this rate schedule during a calendar year (including Replacement Shippers) shall receive a credit for its proportionate share of 90% of the revenues collected by Paiute (after deduction by Paiute of all applicable surcharge amounts) for service rendered under Rate Schedule LGS-2 during such calendar year. Paiute shall be entitled to retain the remaining 10% of such revenues. The credit for each Shipper shall be calculated by multiplying the total of the revenues to be credited by a percentage determined by dividing the total Storage Charges and Delivery Charges paid by Shipper for service rendered under this rate schedule during such calendar year by the total of such charges paid by all Shippers for service under this rate schedule during such calendar year. Credits shall be reflected on invoices rendered in March for February services.

4. MINIMUM BILL

The minimum bill per month shall be the sum of the Storage and Delivery Charges.

5. GAS USED BY PAIUTE

Shipper shall provide its proportionate share of the Gas Used by Paiute in its day-to-day operations at the LNG Plant. Unless otherwise revised as a result of the annual audit described in Section 4.7(c) (2) of the General Terms and Conditions of this tariff, the daily quantity of Gas Used by Paiute will be determined by the following:

5.1 LNG Liquefaction: Twenty-one percent (21%) of the quantity liquefied on a given day. This factor shall not apply to LNG tendered for receipt into storage at the LNG truck unloading facility.

5.2 LNG Gasified: Three percent (3%) of the quantity gasified on a given day.

6. STORAGE AND DELIVERY CAPACITIES

Shipper's capacities shall be specified in the executed Service Agreement between Paiute and Shipper providing for service under this rate schedule. Such capacities shall represent Paiute's maximum service obligations to Shipper under this rate schedule in the circumstances to which they are applicable. The individual capacities are as follows:

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Original Sheet No. 34 Original Sheet No. 34 : Effective

RATE SCHEDULE LGS-1
LIQUEFIED NATURAL GAS STORAGE SERVICE
(Continued)

10. HEAT CONTENT

Refer to Section 3.1 of the General Terms and Conditions of this tariff.

11. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this tariff are applicable to this rate schedule and are hereby made a part hereof.

Effective Date: 08/01/2005 Status: Suspended

FERC Docket: RP05-163-000

First Revised Sheet No. 34 First Revised Sheet No. 34 : Suspended

Superseding: Original Sheet No. 34

RATE SCHEDULE LGS-1
FIRM LIQUEFIED NATURAL GAS STORAGE SERVICE
(Continued)

6. STORAGE AND DELIVERY CAPACITIES (Continued)

6.1 The Storage Capacity shall be the largest quantity of liquefied natural gas inventory that Paiute is obligated to hold at any time for the account of Shipper at its LNG Plant. The inventory quantities shall be accounted for in equivalent Dth of natural gas; however, the actual measurement of the inventory quantity will be conducted in accordance with Section 2.2 of the General Terms and Conditions of this tariff.

6.2 The Daily Delivery Capacity shall be the largest daily quantity that Paiute is obligated to deliver into Paiute's pipeline system upon gasification for the account of Shipper during the Winter Period.

7. BOIL-OFF GAS

On any day when Shipper has not scheduled delivery from the LNG Plant, there will be a quantity of boil-off gas that must be delivered into Paiute's pipeline system. The total boil-off quantity shall be allocated among the Shippers under Rate Schedules LGS-1 and LGS-2 pro rata on the basis of their respective liquefied natural gas inventories at the beginning of the month, and transported as part of each Shipper's scheduled quantity for such day.

8. MEASUREMENT BASE

Refer to Section 2.2 of the General Terms and Conditions of this tariff.

9. FILING FEES

Shipper shall reimburse Paiute for any and all filing fees incurred by Paiute in seeking governmental authorization for the initiation, extension or termination of service under this rate schedule. Paiute shall not use such filing fee costs or the revenues so collected in the establishment of its general rates.

10. HEAT CONTENT

Refer to Section 3.1 of the General Terms and Conditions of this tariff.

11. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this tariff are applicable to this rate schedule and are hereby made a part hereof.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92-75-004

Original Sheet Nos. 35 Through 49 Original Sheet Nos. 35 Through 49 : Effective

HELD FOR FUTURE USE

Effective Date: 08/01/2005 Status: Suspended
FERC Docket: RP05-163-000

Original Sheet No. 35 Original Sheet No. 35 : Suspended

RATE SCHEDULE LGS-2
INTERRUPTIBLE LIQUEFIED NATURAL GAS STORAGE SERVICE

1. AVAILABILITY

This rate schedule is available on a first-come, first-served basis as provided herein to any party (herein called "Shipper") for the liquefaction, storage and gasification of natural gas by Paiute Pipeline Company (herein called "Paiute") at Paiute's liquefied natural gas facility near Lovelock, Nevada (herein called "LNG Plant") for delivery to Paiute's pipeline system for transportation to Shipper's Delivery Point(s) on Paiute's system under the following conditions:

- 1.1 Paiute has determined that it has available capacity to render the requested service without construction of any additional facilities and without impairing service to Paiute's Shippers receiving firm services under other rate schedules of this tariff;
- 1.2 Shipper receives service on Paiute's system under a transportation rate schedule in this tariff; and
- 1.3 Shipper and Paiute have executed a Service Agreement in the form contained in this tariff for service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This rate schedule shall apply to the interruptible liquefied natural gas storage service rendered by Paiute to Shipper pursuant to the executed Service Agreement.

- 2.1 The basic service rendered under this rate schedule shall consist of the following, which shall be provided by Paiute on an interruptible basis:
 - (a) The receipt and liquefaction by Paiute, less Gas Used by Paiute pursuant to Section 5 hereof, for the account of Shipper of Shipper's natural gas tendered to the inlet of Paiute's LNG Plant;
 - (b) The receipt of liquefied natural gas (herein called "LNG") for the account of Shipper tendered to the LNG truck unloading facility at Paiute's LNG Plant;
 - (c) The storage of the LNG at Paiute's LNG Plant for the account of Shipper in quantities not to exceed Shipper's applicable Storage Capacity under this rate schedule;

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FERC Docket: RP05-163-000

Original Sheet No. 36 Original Sheet No. 36 : Suspended

RATE SCHEDULE LGS-2
INTERRUPTIBLE LIQUEFIED NATURAL GAS STORAGE SERVICE
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

- (d) The gasification of such stored liquid on demand by Shipper pursuant to Section 4.7(d) of the General Terms and Conditions of this tariff in quantities not to exceed Shipper's Daily Delivery Capacity; and
- (e) The delivery of equivalent quantities of natural gas, less Gas Used by Paiute pursuant to Section 5 hereof, gasified from Shipper's LNG inventory pursuant to Section 4.7(d) of the General Terms and Conditions of this tariff for the account of Shipper into Paiute's pipeline system at the point of interconnection between Paiute's LNG Plant and its main transmission line.

2.2 The services provided under this rate schedule shall be interruptible and shall be subject to interruption at any time when Paiute determines that the total requests for service hereunder exceed Paiute's capability to meet such requests, or as provided elsewhere in this rate schedule, or due to operating conditions or conditions of force majeure on Paiute's system as set forth in Section 4.6 and Section 6.1 of the General Terms and Conditions of this tariff. In the event of such interruption, Paiute shall provide service as follows:

- (a) Paiute shall provide Shipper with as much advance notice as is practical of any interruption of service;
- (b) Shipper's service under this rate schedule shall be interrupted to the extent necessary to enable Paiute to meet its service obligations to all firm Shippers and to all interruptible Shippers with a higher priority of service than Shipper. For Shippers under this rate schedule with equal priority of service, Shipper's service under this rate schedule shall be interrupted on a pro rata basis in proportion to the ratio of its nomination for the day of such interruption for service under this rate schedule up to its Daily Delivery Capacity hereunder to the total of all nominations for such day for service under this rate schedule; and
- (c) While Paiute shall not be responsible for any interruption that is due to Shipper's failure to adequately maintain its LNG inventory or to schedule the use of such inventory, Paiute, in the event of such situations, will permit Shipper to arrange for the transfer of inventory balance among the other Shippers, in accordance with Section 4.7(c)(4) of the General Terms and Conditions of this tariff.

Substitute Original Sheet No. 37 Substitute Original Sheet No. 37 : Effective

RATE SCHEDULE LGS-2
INTERRUPTIBLE LIQUEFIED NATURAL GAS STORAGE SERVICE
(Continued)

- 2.3 Limitations on Availability of Service. Interruptible service under this rate schedule shall only be available to the extent that the injection, storage and withdrawal capacity designated for Rate Schedule LGS-1 firm service is not being utilized for such firm service. In particular, Storage Capacity for service under this rate schedule shall be available only to the extent that requests by Rate Schedule LGS-1 Shippers for utilization of such capacity have not been scheduled pursuant to the provisions of Section 4.7(a) of the General Terms and Conditions of this tariff.
- 2.4 Mandatory Gasification and Withdrawal. Unless otherwise permitted by Paiute, Shipper must gasify and withdraw from storage all volumes held in storage for or on behalf of Shipper under this rate schedule prior to April 1 of each year. In addition, if Paiute determines that storage capacity being utilized hereunder by Shipper is needed to meet Paiute's firm obligations under Rate Schedule LGS-1, Paiute shall require Shipper to gasify and withdraw all volumes held in storage under this rate schedule by Paiute for or on behalf of Shipper within seven days; provided, however, if Shipper has arranged for transportation of its gas from the LNG Plant under a Rate Schedule FT-1 agreement and Paiute is unable to provide such related transportation, then such seven day period shall be extended by one day for each day Paiute is unable to render such transportation. Paiute shall not extend the seven day period if Paiute is unable to provide the related transportation under a Rate Schedule IT-1 agreement. If Shipper fails to gasify and withdraw all gas held in storage under this rate schedule by Paiute for or on behalf of Shipper prior to April 1 or within seven days upon receiving notice from Paiute, then title to any such remaining gas in storage shall be forfeited by Shipper, free and clear of any adverse claims. Such remaining gas in storage shall be treated by Paiute thereafter as Gas Used by Paiute, and shall be credited to the calculation of Gas Used by Paiute under Rate Schedules FT-1 and IT-1 and Section 4.2(e) of the General Terms and Conditions of this tariff. Paiute shall be entitled to refuse to perform service under this rate schedule when Shipper cannot demonstrate to Paiute's satisfaction that Shipper will have the ability to remove quantities of LNG stored under this rate schedule when Shipper is requested to do so under this Section 2.4.

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FERC Docket: RP05-163-000

Original Sheet No. 38 Original Sheet No. 38 : Suspended

RATE SCHEDULE LGS-2
INTERRUPTIBLE LIQUEFIED NATURAL GAS STORAGE SERVICE
(Continued)

3. RATES

Shipper shall pay Paiute each month an amount equal to the applicable Volumetric Charge multiplied times the average daily quantity of gas held in storage during the month under this rate schedule by Paiute for or on behalf of Shipper.

The Volumetric Charge shall be set forth from time to time on the currently effective Sheet No. 10 of this tariff which charge is incorporated herein by reference. Paiute may, from time to time and at any time selectively, adjust any or all of the rates stated above with respect to any individual Shipper or storage service in a manner which is not unduly discriminatory; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) or be less than the applicable minimum rate(s). Paiute shall file with the FERC any required reports upon adjustment of a rate(s) pursuant to this rate schedule.

4. MINIMUM BILL

None.

5. GAS USED BY PAIUTE

Shipper shall provide its proportionate share of the Gas Used by Paiute in its day-to-day operations at the LNG Plant. Unless otherwise revised as a result of the annual audit described in Section 4.7(c)(2) of the General Terms and Conditions of this tariff, the daily quantity of Gas Used by Paiute will be determined by the following:

- 5.1 LNG Liquefaction: Twenty-one percent (21%) of the quantity liquefied on a given day. This factor shall not apply to LNG tendered for receipt into storage at the LNG truck unloading facility.
- 5.2 LNG Gasified: Three percent (3%) of the quantity gasified on a given day.

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FERC Docket: RP05-163-000

Original Sheet No. 39 Original Sheet No. 39 : Suspended

RATE SCHEDULE LGS-2
INTERRUPTIBLE LIQUEFIED NATURAL GAS STORAGE SERVICE
(Continued)

6. STORAGE AND DELIVERY CAPACITIES

Shipper's maximum contract entitlement quantities shall be specified in the executed Service Agreement between Paiute and Shipper providing for service under this rate schedule. Such quantities shall represent Paiute's maximum service obligations to Shipper under this rate schedule in the circumstances to which they are applicable. The individual entitlement quantities are as follows:

- 6.1 The Storage Capacity shall be the largest quantity of liquefied natural gas inventory that Paiute is obligated to hold at any time for the account of Shipper at its LNG Plant. The inventory quantities shall be accounted for in equivalent Dth of natural gas; however, the actual measurement of the inventory quantity will be conducted in accordance with Section 2.2 of the General Terms and Conditions of this tariff.
- 6.2 The Daily Delivery Capacity shall be the largest daily quantity that Paiute is obligated to deliver into Paiute's pipeline system upon gasification for the account of Shipper during the Winter Period.

7. BOIL-OFF GAS

On any day when Shipper has not scheduled delivery from the LNG Plant, there will be a quantity of boil-off gas that must be delivered into Paiute's pipeline system. The total boil-off quantity shall be allocated among the Shippers under Rate Schedules LGS-1 and LGS-2 pro rata on the basis of their respective liquefied natural gas inventories at the beginning of the month, and transported as part of each Shipper's scheduled quantity for such day.

8. MEASUREMENT BASE

Refer to Section 2.2 of the General Terms and Conditions of this tariff.

9. FILING FEES

Shipper shall reimburse Paiute for any and all filing fees incurred by Paiute in seeking governmental authorization for the initiation, extension or termination of service under this rate schedule. Paiute shall not use such filing fee costs or the revenues so collected in the establishment of its general rates.

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FERC Docket: RP05-163-000

Original Sheet No. 40 Original Sheet No. 40 : Suspended

RATE SCHEDULE LGS-2
INTERRUPTIBLE LIQUEFIED NATURAL GAS STORAGE SERVICE
(Continued)

10. HEAT CONTENT

Refer to Section 3.1 of the General Terms and Conditions of this tariff.

11. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this tariff are applicable to this rate schedule and are hereby made a part hereof. Except for Sections 4.7(c) (3) and 4.7(d) (4), the provisions of Section 4.7 of the General Terms and Conditions are applicable to service under this rate schedule, subject to any applicable limitations set forth in this rate schedule, which shall supersede the provisions of Section 4.7 of the General Terms and Conditions.

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FERC Docket: RP05-163-000

Sheet Nos. 41 Through 49 Sheet Nos. 41 Through 49 : Suspended

HELD FOR FUTURE

USE

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-136-001

First Revised Sheet No. 50 First Revised Sheet No. 50 : Effective

Superseding: Original Sheet No. 50

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Alternate Fuel Availability for Essential Agricultural Use" is defined as a situation where any fuel is economically practicable and reasonably available as an alternative to natural gas for any essential agricultural use as determined by the Federal Energy Regulatory Commission in accordance with Section 401(b) of the Natural Gas Policy Act.
- 1.2 "Alternate Fuel Capability" is defined as a situation where an alternate fuel could have been utilized where facilities have actually been installed; provided however, where the use of natural gas is for plant protection, feedstock, or process uses and the only alternate fuel is propane or other gaseous fuel, then the customer will be treated as if it had no alternate fuel capability.
- 1.3 "Boiler Fuel" means natural gas that is used as a fuel for the generation of steam or electricity, excluding, however, natural gas used as a fuel in gas turbines for the generation of electricity.
- 1.4 "British Thermal Unit" or "Btu" means the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit from fifty-nine and five-tenths (59.5) degrees Fahrenheit to sixty and five-tenths (60.5) degrees Fahrenheit.
- 1.5 Business Day: Monday through Friday, excluding Federal Banking holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

Second Revised Sheet No. 51 Second Revised Sheet No. 51 : Effective
Superseding: First Revised Sheet No. 51

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- 1.6 "Catastrophic Capacity Failure" means an event that prevents Paiute from delivering previously scheduled volumes to its firm shippers, or prevents Paiute from scheduling sufficient volumes so that Paiute's firm shippers can meet their High Priority load requirement.
- 1.7 "Catastrophic Supply Failure" means an event that prevents a firm shipper from scheduling firm supplies on Paiute and upstream pipelines in sufficient quantities to meet the firm shipper's High Priority load requirements, even though sufficient firm capacity is available to meet such load requirements. An officer of the firm shipper must attest to Paiute that a Catastrophic Supply Failure exists and that all alternate methods of satisfying High Priority requirements have been exhausted. Failure of interruptible supplies or interruption of service provided under interruptible transportation agreements does not constitute Catastrophic Supply Failure.
- 1.8 "Cogeneration Facility" is defined as a facility utilizing natural gas to sequentially produce two or more forms of usable energy as outlined in Title 18, Code of Federal Regulations, Part 292, Subparts A and B, where the customer's generators and load are located on the same premise. The installation of a cogeneration facility shall not affect the underlying end-use of the establishment.
- 1.9 "Commercial" means service to customers engaged primarily in the sale of goods or services, including institutions and local, state and federal government agencies, for uses other than those involving manufacturing or electric generation.
- 1.10 "Correctional Facility" means a facility whose primary function is to house, confine or otherwise limit the activities of persons that have been assigned to such facility as punishment by a court of law.

Effective Date: 12/07/2003 Status: Effective
FERC Docket: RP04- 51-000

Second Revised Sheet No. 52 Second Revised Sheet No. 52 : Effective
Superseding: First Revised Sheet No. 52

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- 1.11 Critical Notice: A notice that provides information on conditions that affect scheduling or adversely affect scheduled gas flow.
- 1.12 "Cubic Foot" means the volume of gas which occupies one (1) cubic foot of space when held at a base temperature of sixty (60) degrees Fahrenheit and a base pressure of fourteen and seventy-three-hundredths (14.73) psia.
- 1.13 "Daily Reserved Capacity" is defined as the largest daily quantity of natural gas that Paiute is obligated to receive in total from Shipper at the Receipt Point(s), for firm transportation under Rate Schedule FT-1 during the Winter Period.
- 1.14 "Day" or "Gas Day" is the time period from 9:00 a.m. to 9:00 a.m. Central Clock Time (7:00 a.m. to 7:00 a.m. Pacific Clock Time).
- 1.15 "Dekatherm" or "Dth" is defined as equivalent to one million (1,000,000) Btus or one (1) MMBTU. One (1) Dth of gas shall mean the quantity of gas which contains one (1) Dth of energy.
- 1.16 "Essential Agricultural Use" is defined as those uses certified by the Secretary of Agriculture in accordance with Section 401(c) of the Natural Gas Policy Act, and not having alternate fuel availability as defined herein.

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FERC Docket: RP97-136-001

First Revised Sheet No. 53 First Revised Sheet No. 53 : Effective
Superseding: Original Sheet No. 53

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)
 - 1.17 "Feedstock Gas" is defined as natural gas used as a raw material for its chemical properties in creating an end product.
 - 1.18 "FERC" or "Commission" means the Federal Energy Regulatory Commission or any successor entity thereto.
 - 1.19 "Fire Protection Use" is defined as natural gas used by and for the benefit of fire fighting agencies in the performance of their duties.
 - 1.20 "Firm Load Electrical Emergency" (1) a condition where the curtailment and diversion of scheduled firm capacity and supply from Low Priority electrical generation demand, would create the situation where the electric utility, in order to comply with the curtailment order, would be required to shed residential firm electric load; and (2) an officer of the affected utility attests that no alternate source of electricity is available. As soon as reasonably practicable after the emergency occurs, the electric utility must provide Paiute with documentation that all other sources of electrical energy were being utilized (i.e., coal-fired, purchased power, fuel oil, etc.).
 - 1.21 "Gallon" means a unit of volume in the U.S. Customary System, used in liquid measurement equal to two hundred thirty-one (231) cubic inches or four (4) quarts.
 - 1.22 "Gas or Natural Gas" means any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting essentially of methane or a mixture of propane and air. Such gas may be either in its natural state produced from wells, including casing head and residue gas, or after manufacture or other methods of producing synthetic gas.

Effective Date: 11/02/1998 Status: Effective
FERC Docket: RP99- 7-000

Third Revised Sheet No. 54 Third Revised Sheet No. 54 : Effective
Superseding: Second Revised Sheet No. 54

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- 1.23 "Gas Used by Paiute" means system shrinkage associated with compressor fuel, power generation fuel, boiler fuel and lost and unaccounted for gas while Shipper's gas is in Paiute's possession.
- 1.24 "Gross Heating Value" means the number of British Thermal Units produced by the combustion in a calorimeter, at constant pressure, of the amount of gas which would occupy a cubic foot as defined above, on a water-free basis, with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air and when the water formed by the combustion is condensed to the liquid state, or by such other generally accepted method (e.g. gas chromatography) of determining heating value.
- 1.25 "High Priority" is defined as Priority 1, Priority 2a, Priority 2b and Priority 2c.
- 1.26 "Hospital" means service to a facility engaged primarily in providing medical care to patients who remain at the facility including nursing and convalescent homes. Outpatient clinics or doctors' offices are not included in the definition.
- 1.27 "Industrial" means service to customers engaged primarily in a process which creates or changes raw or unfinished material into another form or product, including the generation of electric power.
- 1.28 Intra-day Nomination: A Nomination submitted after the Nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day.
- 1.29 "Low Priority" is defined as Priority 3, Priority 4, Priority 5 and Priority 6.
- 1.30 "LNG Plant" means Paiute's Harold G. Laub liquefied natural gas facilities located near Lovelock, Nevada.
- 1.31 "LNG Receipt Point" is defined as the outlet from Paiute's Harold G. Laub liquefied natural gas plant located near Lovelock, Nevada.

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FERC Docket: RP04- 51-000

Second Revised Sheet No. 55 Second Revised Sheet No. 55 : Effective
Superseding: First Revised Sheet No. 55

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.32 [Reserved]

1.33 [Reserved]

1.34 "Mcf" means one thousand (1,000) cubic feet of gas.

1.35 "MMBTU" means one million (1,000,000) Btus.

1.36 "Month" means a calendar month; provided, however, that month shall mean Paiute's normal business month for purposes of metering.

1.37 Nomination: The level of information required to define a Nomination for communications purposes is a line item containing all defined components.

1.38 Nomination Day: The day prior to the Gas Day.

1.39 "Northwest" means Northwest Pipeline Corporation.

1.40 Central Clock Time: Central Standard Time or Central Daylight Saving Time, whichever is currently effective. All times referred to in this Tariff are Central Clock Time, except where specifically noted. Pacific Clock Time, where referenced, means Pacific Standard Time or Pacific Daylight Savings Time, whichever is currently effective.

1.41 "Paiute" means Paiute Pipeline Company, Transporter or Transportation Service Provider.

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FERC Docket: RP97-136-001

First Revised Sheet No. 56 First Revised Sheet No. 56 : Effective
Superseding: Original Sheet No. 56

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- 1.42 "Plant Protection Gas" is defined as minimum volumes required to prevent physical harm to the plant facilities or danger to plant personnel when such protection cannot be afforded through the use of an alternate fuel. This includes the protection of such material in process as would otherwise be destroyed, but shall not include deliveries required to maintain plant production. For the purposes of this definition, propane and other gaseous fuels shall not be considered alternate fuels.
- 1.43 "Police Protection Use" is defined as natural gas used by law enforcement agencies in the performance of their duties.
- 1.44 Pooling: (1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or (2) the disaggregation of gas from a single physical or logical point to multiple physical and/or logical points.
- 1.45 "Priority 1" means residential, small commercial (less than 50 Dth on a peak day), school, hospital, police protection, fire protection, sanitation facility or correctional facility served by firm transportation service.
- 1.46 "Priority 2a" means essential agricultural uses served by firm transportation service.
- 1.47 "Priority 2b" means essential industrial process and feedstock uses when certified by the Secretary of Energy in accordance with Section 402(c) of the Natural Gas Policy Act and served by firm transportation service.
- 1.48 "Priority 2c" means large commercial requirements (50 dth or more on a peak day), industrial requirements for plant protection, feedstock and process needs not specified in Priority 2(b), and served by firm transportation service.
- 1.49 "Priority 3" means all industrial requirements not specified in Priorities 2a, 2b, 2c, 4 or 5 served by firm transportation service.

Second Revised Sheet No. 56A Second Revised Sheet No. 56A
Superseding: First Revised Sheet No. 56A

GENERAL TERMS AND CONDITIONS

(Continued)

1. DEFINITIONS (Continued)

1.50 "Priority 4" means industrial requirements for boiler fuel use at less than 3,000 dth per day, but more than 1,500 dth per day, where alternative fuel capabilities can meet such requirements, served by firm transportation service.

1.51 "Priority 5" means industrial requirements for large volume (3,000 dth or more per day) boiler fuel use, where alternate fuel capabilities can meet such requirements, served by firm transportation service.

1.52 "Priority 6" means all loads served under an interruptible service schedule.

1.53 "Priority Date" is the date that a request is deemed "complete" as set forth in Sections 7.1 and 7.2 of Paiute's General Terms and Conditions.

1.54 "Process Gas" is defined as gas used for which alternate fuels are not technically feasible such as in applications requiring precise temperature controls and precise flame characteristics. For the purposes of this definition, propane

1.55 "Psia" means pressure expressed in pounds per square inch absolute.

1.56 "Receipt Point" is defined as any of the three points on Paiute's system where gas can be delivered into Paiute's system: (1) the IdahoNevada Interconnection between Paiute and Northwest Pipeline Corporation, also referred to

1.57 "Receiving Party", when such term is used expressly in this tariff, means the party who controls the facilities into which gas is delivered for Shipper. When used in the context of the NAESB Internet Electronic Transport Related Stan

1.58 "Residential" means service to customers which consists of direct natural gas usage in a residential dwelling for space heating, air conditioning, cooking, water heating, clothes drying, and other residential uses and includes apartme

1.59 "Sanitation Facility Use" is defined as natural gas used to (a) dispose of refuse, or (b) protect and maintain the general sanitation requirements of the community at large.

Effective Date: 12/07/2003 Status: Effective
FERC Docket: RP04- 51-000

Third Revised Sheet No. 56B Third Revised Sheet No. 56B : Effective
Superseding: Second Revised Sheet No. 56B

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- 1.60 "Schools" means service to a facility engaged primarily in delivering instruction to regularly enrolled students in attendance at such facility. Facilities used for both educational and non-educational activities are not included under this definition unless the non-educational activities are merely incidental to the delivery of instruction.
- 1.61 "Shipper" means a party which executes a Service Agreement with Paiute under one of the rate schedules contained in this tariff.
- 1.62 "Summer Daily Reserved Capacity" is defined as the largest daily quantity of natural gas that Paiute is obligated to receive in total from Shipper at the Receipt Point(s) for firm transportation under Rate Schedule FT-1 during the Summer Period.
- 1.63 "Summer Period" means the seven (7) consecutive month period from April 1 through October 31 of each calendar year.
- 1.64 "Thermally Equivalent" means an equal number of Dth.
- 1.65 "This tariff" means Paiute's effective FERC Gas Tariff, Volume No. 1-A.
- 1.66 "Transportation" means the receipt of gas of Shipper at the Receipt Point(s), and the delivery of thermally equivalent quantities, less Gas Used by Paiute, to Shipper or for Shipper's account by Paiute at the Delivery Point(s).
- 1.67 "Winter Period" means the five (5) consecutive month period from November 1 through March 31.
- 1.68 A Package ID is a way to differentiate between discrete business transactions.
- 1.69 An Operational Flow Order is an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of the transportation service provider's system or to maintain operations required to provide efficient and reliable firm service. Whenever a Transportation Service Provider experiences these conditions, any pertinent order should be referred to as an Operational Flow Order.

Effective Date: 08/01/2009 Status: Effective
FERC Docket: RP09-703-000

Eighth Revised Sheet No. 56C Eighth Revised Sheet No. 56C
Superseding: Seventh Revised Sheet No. 56C

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

1.70 The key should be composed of: service requester contract (Service Agreement), transaction type, upstream party, upstream contract (when applicable), receipt location (as applicable), downstream party (as applicable), downstream co

1.71 An OBA is a contract between two parties which specifies the procedures to manage operating variances at an interconnect.

1.72 The NAESB/GISB standards listed below are incorporated into Paiute's tariff by reference. Unless otherwise stated, all NAESB/GISB standards listed below are Version 1.87.

- 0.2.1 through 0.2.3
- 0.3.1
- 0.3.2
- 1.2.2
- 1.2.8 through 1.2.19
- 1.3.2 (vi)
- 1.3.4
- 1.3.18
- 1.3.20 through 1.3.22
- 1.3.26
- 1.3.34 through 1.3.38
- 1.3.40
- 1.3.42
- 1.3.43
- 1.3.45 through 1.3.77
- 1.3.79

Effective Date: 08/01/2009 Status: Effective
FERC Docket: RP09-703-000

Third Revised Sheet No. 56C.1 Third Revised Sheet No. 56C.1
Superseding: Substitute Second Revised Sheet No. 56C.1

GENERAL TERMS AND CONDITIONS
(Continued)

1. DEFINITIONS (Continued)

- 4.2.1 [2004 Annual Plan Item 2 (06/25/04) (Order 2004 standards)]
- 4.2.2 through 4.2.20
- 4.3.1 through 4.3.3
- 4.3.5
- 4.3.7 through 4.3.15
- 4.3.16 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)] through 4.3.18
- 4.3.17
- 4.3.18 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
- 4.3.20
- 4.3.22 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)] through 4.3.36
- 4.3.23 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards);
Recommendation R03035A; 2005 Annual Plan Item 8(05/03/05)
(Affiliate Order standards)]
- 4.3.24
- 4.3.25 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
- 4.3.38 4.3.26 through 4.3.62
- 4.3.654 through 4.3.8869
- 4.3.8972 through 4.3.9276 (Recommendation R03035A)
- 4.3.78 through 4.3.87
- 4.3.89 through 4.3.93
- 10.2.1 through 10.2.5
- 10.2.7 through 10.2.38
- 10.3.1
- 10.3.3 through 10.3.25

Paiute adopts the GISB Model Trading Partner agreement by reference.

GENERAL TERMS AND CONDITIONS
(Continued)

2. MEASUREMENTS AND MEASURING EQUIPMENT

2.1 Unit of Measurement and Basis of Measurement of Gas:

The volumetric measurement base shall be one (1) cubic foot of gas at an absolute pressure of fourteen and seventy-three-hundredths (14.73) psia at a temperature of sixty (60) degrees Fahrenheit. Measurement shall be in accordance with the March, 1978 Revision of the American National Standard ANSI/API 2530, First Edition, Orifice Metering of Natural Gas. The data, procedures, reporting and equipment used to determine the quantity of gas measured shall be as follows:

- (a) Atmospheric Pressure: The assumed atmospheric pressure shall be twelve and twenty-hundredths (12.20) psia at the Idaho-Nevada Receipt Point, twelve and fifty-eight-hundredths (12.58) psia at the Wadsworth Junction Receipt Point, twelve and sixty-five-hundredths (12.65) psia at the LNG Plant, and as specified in the executed Service Agreement at the Delivery Point(s).
- (b) Flowing Temperature: The temperature of the natural gas flowing through Paiute's meter stations shall be obtained by the use of a recording thermometer or using a meter correcting apparatus correcting to sixty (60) degrees Fahrenheit.
- (c) Specific Gravity: The air specific gravity of gas received and delivered hereunder shall be determined by means of a recording gravitometer or gas chromatography or other generally accepted methods of determining specific gravity.
- (d) Ownership of Gas Custody Transfer Measuring Equipment: Paiute shall install, own, maintain and operate at points of delivery a measuring station properly equipped with the necessary metering equipment by which the quantity of gas received and delivered hereunder shall be measured. All installation costs associated with any new Delivery Point measuring station facilities which will increase Paiute's capacity to deliver natural gas will be borne by the affected Shipper.

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FERC Docket: RP97-136-001

First Revised Sheet No. 58 First Revised Sheet No. 58 : Effective
Superseding: Original Sheet No. 58

GENERAL TERMS AND CONDITIONS
(Continued)

2. MEASUREMENTS AND MEASURING EQUIPMENT (Continued)

2.1 Unit of Measurement and Basis of Measurement of Gas: (Continued)

- (e) Calibration and Test of Gas Meters: If either Shipper or Paiute shall at any time have reason to doubt the accuracy of any gauge, measuring device, or other appliance used in measuring the gas received or delivered, it shall notify the other in writing, and within a reasonable time thereafter the measuring device shall be tested in the presence of both parties.
- (f) Correction of Gas Metering Errors: If any measuring device used to obtain the quantity of gas received or delivered shall have been found on test to be in error by more than two percent (2%), the amount of gas which shall have been received or delivered during a period commencing not more than thirty (30) days prior to the date of notification mentioned in Section 2.1(e) hereof shall be recalculated and corrected back to a zero percent (0%) error.
- (g) The cutoff for the closing of measurement is five (5) business days after the business month. In cases where actual data is missing or late, Paiute will use an estimate. Paiute will treat any difference between actual data and estimated data as a prior period adjustment.
- (h) Paiute will treat measurement prior period adjustments by taking it back to the production month. A meter adjustment becomes a prior period adjustment after the fifth (5th) business day following the business month. For reporting measurement prior period adjustments, Paiute will report it using a restated line item with new total quantity for the day and the month. Measurement corrections will be processed within six (6) months of the production month with a (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be dismissed by this standard.

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Fourth Revised Sheet No. 58A Fourth Revised Sheet No. 58A
Superseding: Third Revised Sheet No. 58A

GENERAL TERMS AND CONDITIONS

(Continued)

2. MEASUREMENTS AND MEASURING EQUIPMENT (Continued)

2.1 Unit of Measurement and Basis of Measurement of Gas: (Continued)

(i) For reporting purposes, BTU conversion factors should be reported to not less than three (3) decimal places and pressure base conversion factors should be reported to not less than six (6) decimal places. For calculation purposes, not

Standardize the reporting basis for Btu as 14.73 psia and 60 degrees F (101.325 kPa and 15 degrees C and dry). Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm² and 15.6 degrees C and dry.

Standardize the reporting basis for gas volumes as cubic foot at standard conditions of 14.73 psia, 60 degrees F and dry. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C and dry.

(j) There are two types of allocation; daily and monthly. Paiute will accept the following GISB approved allocation methodology types, Ranked, Pro Rata, Percentage, Swing and Operator Provided Value, from the upstream or downstream custod

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Ninth Revised Sheet No. 58B Ninth Revised Sheet No. 58B
Superseding: Substitute Eighth Revised Sheet No. 58B

GENERAL TERMS AND CONDITIONS
(Continued)

2. MEASUREMENTS AND MEASURING EQUIPMENT (Continued)

2.1 Unit of Measurement and Basis of Measurement of Gas: (Continued)

(k) The time limitation for disputes of allocations will be six (6) months from the date of the initial monthend allocation with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misre

(l) The NAESB/GISB standards listed below are incorporated into Paiute's tariff by reference. Unless otherwise stated, all NAESB/GISB standards listed below are Version 1.87.

- 2.2.4
- 2.2.5
- 2.3.1 through 2.3.3
- 2.3.5
- 2.3.6
- 2.3.8
- 2.3.22
- 2.3.25
- 2.3.32 through 2.3.35
- 2.3.51 through 2.3.645
- 2.4.1 through 2.4.168
- 4.2.1 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
- 4.2.2 through 4.2.20
- 4.3.1 through 4.3.3
- 4.3.5
- 4.3.7 through 4.3.15
- 4.3.16 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
- 4.3.17
- 4.3.18 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
- 4.3.20
- 4.3.22 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
- through 4.3.36
- 4.3.23 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards);
Recommendation R03035A; 2005 Annual Plan Item 8(05/03/05)
(Affiliate Order standards)]
- 4.3.24
- 4.3.25 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
- 4.3.2638 through 4.3.62
- 4.3.645 through 4.3.8869
- 4.3.8972 through 4.3.9276 (Recommendation R03035A)
- 4.3.78 through 4.3.87
- 4.3.89 through 4.3.93
- 10.2.1 through 10.2.5
- 10.2.7 through 10.2.38
- 10.3.1
- 10.3.3 through 10.3.25

through 4.3.18

Paiute adopts the GISB Model Trading Partner agreement by reference.

Effective Date: 08/01/2009 Status: Effective

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First Revised Sheet No. 58A.1 First Revised Sheet No. 58A.1

Superseding: Original Sheet No. 58A.1

GENERAL TERMS AND CONDITIONS

(Continued)

2. MEASUREMENTS AND MEASURING EQUIPMENT (Continued)

2.1 Unit of Measurement and Basis of Measurement of Gas: (Continued)

to Shipper rather than accept the Upload of Request for Download Information (NAESB Standard 2.4.7) for operational allocated quantities. Paiute is not required to support requests for operational allocated quantities other than on an "a

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FERC Docket: RP05-485-001

Second Revised Sheet No. 58B.1 Second Revised Sheet No. 58B.1 : Effective
Superseding: First Revised Sheet No. 58B.1

GENERAL TERMS AND CONDITIONS
(Continued)

2. MEASUREMENTS AND MEASURING EQUIPMENT (Continued)

2.2 Unit of Measurement and Basis of Measurement of Liquefied Natural Gas in Storage:

The measurement base for liquefied natural gas stored in the LNG Plant shall be gallons which shall be converted to Dth as follows:

The quantity of liquefied natural gas stored at the LNG Plant shall be obtained by a liquid level measurement device that determines the linear feet of liquid in storage. By use of the appropriate tank table the linear feet of liquid will be converted to gallons and such gallons of liquid will be converted to Dth by the application of the Dth per gallon conversion factor that is determined at the time of the material balance audit specified in Section 4.7(b) (2) of the General Terms and Conditions of this tariff.

Effective Date: 11/05/2006 Status: Effective

FERC Docket: RP07- 12-000

Second Revised Sheet No. 59 Second Revised Sheet No. 59 : Effective

Superseding: First Revised Sheet No. 59

GENERAL TERMS AND CONDITIONS

(Continued)

3. QUALITY

3.1 Quality of Gas Tendered by Shipper to Paiute at the Receipt Point(s):

All gas tendered by Shipper to Paiute at the Receipt Point(s) shall conform to the following specifications:

(a) Liquids: The hydrocarbon dew point of the gas tendered shall not exceed fifteen (15) degrees Fahrenheit as calculated from the gas composition and shall be free from hydrocarbons and water in their liquid state at the temperature and pressure delivered.

(b) Hydrogen Sulfide and Total Sulfur: The gas shall contain not more than one quarter (0.25) grain of hydrogen sulfide per one hundred (100) cubic feet and not more than twenty (20) grains total sulfur per one hundred (100) cubic feet.

(c) Carbon Dioxide and Nitrogen: The gas shall contain not more than two percent (2%) by volume of either carbon dioxide or nitrogen individually and shall contain not more than three percent (3%) by volume of combined non-hydrocarbon gases including, but not limited to, carbon dioxide, nitrogen and oxygen.

(d) Dust, Gums, Etc.: The gas shall be commercially free of dust, gums, dirt, impurities and other solid matter.

(e) Heating Value: The total gross heating value of the gas tendered to Paiute hereunder shall not be less than 975 Btus per cubic foot.

(f) Oxygen: The gas shall not contain in excess of two-tenths of one percent (0.2%) by volume of oxygen, and the parties agree to exercise every reasonable effort to keep the gas completely free of oxygen.

(g) Temperature: The temperature of the gas tendered to Paiute hereunder shall not exceed one hundred twenty (120) degrees Fahrenheit.

(h) Water Vapor: The gas tendered shall not contain more than seven (7) pounds of water in vapor phase per one million (1,000,000) cubic feet.

Effective Date: 11/05/2006 Status: Effective

FERC Docket: RP07- 12-000

Second Revised Sheet No. 60 Second Revised Sheet No. 60 : Effective

Superseding: First Revised Sheet No. 60

GENERAL TERMS AND CONDITIONS

(Continued)

3. QUALITY (Continued)

3.2 Quality of Gas Delivered by Paiute at the Delivery Point(s) :

All gas delivered by Paiute to Shipper at the specified Delivery Point(s) shall conform to the following specifications:

(a) Sulfur Content: The gas shall not contain more than one quarter (0.25) of one (1) grain of hydrogen sulfide nor more than twenty (20) grains of total sulfur per one hundred (100) cubic feet.

(b) Impurities: The gas shall be commercially free of dust, gums and other solid matter.

(c) Liquids: The gas shall be free of water and hydrocarbons in liquid form at the temperatures and pressures at which the gas is delivered.

(d) Odorization: The gas shall be odorized consistent with the parameters set forth in Section 192.625 of Title 49 of the Code of Federal Regulations.

(e) Heating Content: Paiute is to tender delivery to Shipper only natural gas which is commercial in quality containing an average gross total heating value of not less than 975 Btus per cubic foot.

4. OPERATING PROCEDURES

4.1 Receipt and Delivery Pressures:

(a) Receipt Point(s): Gas to be transported by Paiute under transportation rate schedules shall be delivered by Shipper to Paiute at the specified Receipt Point(s) at pressures necessary for the gas to enter Paiute's system, but which do not exceed the maximum allowable operating pressure of Paiute's facilities at such Receipt Point(s). Paiute is under no obligation to modify its line pressures to permit the entry of Shipper's gas into its system.

GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.1 Receipt And Delivery Pressures:

- (b) Delivery Point(s): Paiute shall attempt to deliver gas to Shipper at the Delivery Point(s) at such pressures as Shipper may request from time to time, but shall not be obligated to deliver gas at any pressure in excess of that specified in the executed Service Agreement.

4.2 Scheduling of Gas Receipts and Deliveries:

The determination and reporting of the scheduled quantities each day for gas transported by Paiute shall be as follows:

- (a) Daily Nominating and Scheduling: Shipper or Shipper's agent shall be responsible for providing the information to Paiute necessary to schedule receipts and deliveries according to the timeline set forth below.

The standard quantity for nominations, confirmation and scheduling is dekatherms per gas day in the United States, gigajoules per gas day in Canada and gigacalories per gas day in Mexico. (For reference 1 dekatherm = 1,000,000 Btus, 1 gigajoule = 1,000,000,000 joules and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm and between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units. The International Btu is specified for use in the gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials. For non-commercial purposes, these associations note that the exact conversion factor is 1.05505585262 gigajoules per dekatherm. All Nominations should include Shipper-defined begin dates and end dates. All Nominations, excluding Intra-day Nominations must have roll-over options. Specifically, Shippers will have the ability to nominate for several days, months or years, provided the Nomination begin and end dates are within the term of the Shipper's contract. All Nominations should be considered original Nominations and

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.2 Scheduling of Gas Receipts and Deliveries: (Continued)

should be replaced to be changed. When a Nomination for a date range is received, each day within that range is considered an original Nomination. When a subsequent Nomination is received for one or more days within that range, the previous Nomination is superseded by the subsequent Nomination only to the extent of the days specified. The days of the previous Nomination outside the range of the subsequent Nomination are unaffected. Nominations have a prospective effect only. Overrun quantities must be requested on a separate transaction. Ranking should be included in the list of data elements. Transportation Service Providers should use service requester provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules. Paiute will use Shipper-provided rankings when making reductions during the scheduling process when this does not conflict with tariff based rules. When used, Package ID should be: a) supported for nominating and scheduling; b) mutually agreed between the applicable parties for allocations and imbalance reporting; c) supported for invoicing (sales and purchase); and d) mutually agreed for transport invoicing. Use of the Package ID is at the discretion of the service requester and if sent, should be accepted and processed by the service provider.

The following standard Nominations timeline shall apply for scheduling of receipts and deliveries on the Nomination Day, with gas flow commencing on the following Gas Day at 9:00 a.m. (7:00 a.m. Pacific Clock Time). All Transportation Service Providers should support the following standard nomination cycles:

- (i) The Timely Nomination Cycle: 11:30 a.m. (9:30 a.m. Pacific Clock Time) for Nominations leaving control of the nominating party; 11:45 a.m. (9:45 a.m. Pacific Clock Time) for receipt of Nominations by the transporter (including from Title Transfer Tracking Service Providers [TTTSPs]); noon (10:00 a.m. Pacific Clock Time) to send Quick Response; 3:30 p.m. (1:30 p.m. Pacific Clock Time) for receipt of completed confirmations by transporter from upstream and downstream connected parties; and 4:30 p.m. (2:30 p.m. Pacific Clock Time) for receipt of scheduled quantities by shipper and point operator (Central Clock Time on the day prior to flow).

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FERC Docket: RP02-410-001

First Revised Sheet No. 61B First Revised Sheet No. 61B : Effective
Superseding: Original Sheet No. 61B

GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.2 Scheduling of Gas Receipts and Deliveries: (Continued)

Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped should be effective at 9:00 a.m. (7:00 a.m. Pacific Clock Time) on Gas Day; and when an Evening Nomination causes another Service Requester on the subject Transportation Service Provider to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. (7:00 a.m. Pacific Clock Time) on Gas Day.

- (iii) The Intra-day 1 Nomination Cycle: 10:00 a.m. (8:00 a.m. Pacific Clock Time) for Nominations leaving control of the nominating party; 10:15 a.m. (8:15 a.m. Pacific Clock Time) for receipt of Nominations by the transporter (including from TTTSPs); 10:30 a.m. (8:30 a.m. Pacific Clock Time) to send Quick Response; 1:00 p.m. (11:00 a.m. Pacific Clock Time) for receipt of completed confirmations by transporter from upstream and downstream connected parties; and 2:00 p.m. (noon Pacific Clock Time) for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Gas Day).

Scheduled quantities resulting from Intra-day 1 Nominations should be effective at 5:00 p.m. (3:00 p.m. Pacific Clock Time) on Gas Day.

- (iv) The Intra-day 2 Nomination Cycle: 5:00 p.m. (3:00 p.m. Pacific Clock Time) for Nominations leaving control of the nominating party; 5:15 p.m. (3:15 p.m. Pacific Clock Time) for receipt of Nominations by the transporter (including from TTTSPs); 5:30 p.m. (3:30 p.m. Pacific Clock Time) to send Quick Response; 8:00 p.m. (6:00 p.m. Pacific Clock Time) for receipt of completed confirmations by transporter from upstream and downstream connected parties; and 9:00 p.m.

First Revised Sheet No. 61C First Revised Sheet No. 61C : Effective
Superseding: Original Sheet No. 61C

GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.2 Scheduling of Gas Receipts and Deliveries: (Continued)

(7:00 p.m. Pacific Clock Time) for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators (Central Clock Time on the Gas Day).

Scheduled quantities resulting from Intra-day 2 Nominations should be effective at 9:00 p.m. (7:00 p.m. Pacific Clock Time) on Gas Day. Bumping is not allowed during the Intra-day 2 Nomination Cycle.

- (v) For purposes of paragraphs 4.2(a) (ii), (iii) and (iv), "provide" shall mean for transmittals pursuant to standards 1.4.X, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.
- (vi) At the end of each gas day, Transportation Service Providers should provide the final scheduled quantities for the just completed gas day. With respect to the implementation of this process via the 1.4.X scheduled quantity related standards, Transportation Service Providers should send an end of gas day Scheduled Quantity document. Receivers of the end of gas day Scheduled Quantity document can waive the sender's sending of the end of gas day Scheduled Quantity document.

Paiute will also accept late Nominations after the Nomination deadline on the day prior to the effective Gas Day. However, Nominations received after Nomination deadline should be scheduled after the Nominations received before the Nomination deadline.
- (vii) Bumping that affects transactions on multiple Transportation Service Providers should occur at grid-wide synchronization times only.
- (viii) The daily grid-wide synchronization times for scheduled flow are 9:00 a.m., 5:00 p.m. and 9:00 p.m. (7:00 a.m., 3:00 p.m. and 7:00 p.m. Pacific Clock Time).
- (ix) When a previously confirmed and scheduled quantity is altered, notification of such alteration should be provided to all of the parties below that are affected:

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FERC Docket: RP02-410-001

First Revised Sheet No. 61A.1 First Revised Sheet No. 61A.1 : Effective
Superseding: Original Sheet No. 61A.1

GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.2 Scheduling of Gas Receipts and Deliveries: (Continued)

- (ii) The Evening Nomination Cycle: 6:00 p.m. (4:00 p.m. Pacific Clock Time) for Nominations leaving control of the nominating party; 6:15 p.m. (4:15 p.m. Pacific Clock Time) for receipt of Nominations by the transporter (including from TTTSPs); 6:30 p.m. (4:30 p.m. Pacific Clock Time) to send Quick Response; 9:00 p.m. (7:00 p.m. Pacific Clock Time) for receipt of completed confirmations by transporter from upstream and downstream connected parties; and 10:00 p.m. (8:00 p.m. Pacific Clock Time) for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the day prior to flow).

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Fifth Revised Sheet No. 62 Fifth Revised Sheet No. 62 : Effective
Superseding: Fourth Revised Sheet No. 62
GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.2 Scheduling of Gas Receipts and Deliveries: (Continued)

(1) Confirmation Requester in a Confirmation Response (or unsolicited Confirmation Response as applicable) document by the Confirming Party, (2) Confirming Party in a Request for Confirmation document by the Confirmation Requester, (3) Service Requester(s) in a Scheduled Quantity document by the applicable Confirming Party or Confirmation Requester on whose system the Service Requester(s) Nomination(s) were made.

Applicable notification(s) of such alterations should be provided to the affected parties reasonably proximate in time to the time during which the event causing the alteration was acted upon by the Confirmation Requester or Confirming Party, respectively. With respect to the implementation of this process via the 1.4.X standards, Confirming Parties should send the applicable document(s) to the applicable party(ies) no later than the next time they are slated to communicate confirmations or scheduled quantities (as applicable).

- (b) Intra-day Nominations: Intra-day Nominations may be used to nominate new supply or market. Paiute will accept Nomination changes after the start of the day on which transported gas is being delivered, subject to available pipeline capacity, supply availability and upstream/downstream pipeline confirmation, and providing that confirmed commitments for delivery of gas to other Shippers will not be adversely affected. All Nominations, including Intra-day Nominations, will be based on a daily quantity; thus, an Intra-day nominator need not submit an hourly Nomination. Intra-day Nominations will include an effective date and time. The interconnected parties must agree on the hourly flows of the Intra-day Nomination, if not otherwise addressed in Paiute's contract or tariff. Intra-day Nominations can be used to request increases or decreases in total flow, changes to receipt points or changes to delivery points of scheduled gas.

Intra-day Nominations do not roll over (i.e., Intra-day Nominations span only one day). Intra-day Nominations do not replace the remainder of a standing Nomination. There is no

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Eighth Revised Sheet No. 63 Eighth Revised Sheet No. 63 : Effective
Superseding: Seventh Revised Sheet No. 63
GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.2 Scheduling of Gas Receipts and Deliveries: (Continued)

modifies an need to renominate if an Intra-day Nomination
Intra-day existing Nomination. For services that provide for
as to the Nominations and scheduling, there is no limitation
NAESB/GISB number of Intra-day Nominations (line items as per
at any Standard 1.2.1) which a Service Requester may submit
one standard Nomination cycle or in total across all
standard
Nomination cycles.

(c) Scheduling of Rate Schedule LGS-1 During the Winter
Period:

During the Winter Period, Paiute will accept
Nominations for
gas to be delivered from the LNG Plant subject to
the timing
requirements set forth in Section 4.7(d) (1) hereof.
Once the
LNG Plant is in operation, Paiute will accept
changes in
Nominations every hour on the hour for the then
current Gas
Day.

(d) Allocation of Daily Receipt Point Capacity for
Scheduling by
Shippers Under Rate Schedules FT-1 and IT-1:

Subject to the provisions of this tariff, on any day
Shipper under Rate Schedule FT-1 is entitled to
schedule up to its applicable Reserved Capacity
(i.e., Daily Reserved Capacity or Summer Daily
Reserved Capacity), as reduced by any such capacity
which the Shipper is releasing that day pursuant to
Section 14 hereof. All such scheduling of firm
transportation capacity shall be subject to Paiute's
determination of the total available pipeline
capacity for such day at each Receipt Point.

With respect to either the Owyhee or the Wadsworth
Junction Receipt Point, if the total available
pipeline capacity on a given day at such point is
less than the sum of the quantities that all firm
transportation Shippers with primary receipt point
rights at such point propose to schedule for receipt
at such point on such

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Fifth Revised Sheet No. 63A Fifth Revised Sheet No. 63A : Effective

Superseding: Fourth Revised Sheet No. 63A

GENERAL TERMS AND CONDITIONS

(Continued)

4. OPERATING PROCEDURES (Continued)

4.2 Scheduling of Gas Receipts and Deliveries: (Continued)

all such day, as set forth above, then the quantities that
Shippers shall be entitled to schedule on such day
at such point shall be reduced pro rata on the basis
of the quantities that all such Shippers otherwise would have been entitled to
schedule on such day on a primary basis at such point.

The allocation of the daily capacity at the LNG
Plant Receipt Point will be in accordance with Section 4.7(d) (3)
hereof.

On any day when Shippers served under Rate Schedule
FT-1 have not scheduled all of the total available pipeline
capacity at the Receipt Points, the remainder will be made
available to Shippers served under Rate Schedule IT-1.

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Second Revised Sheet No. 63B Second Revised Sheet No. 63B : Effective
Superseding: First Revised Sheet No. 63B
GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.2 Scheduling of Gas Receipts and Deliveries: (Continued)

- a. For transportation services, the aggregate quantities of natural gas (1) received into Paiute's system, (2) delivered from Paiute's system, (3) consumed as fuel in Paiute's transmission system operations, (4) lost and unaccounted for with respect to Paiute's transmission system operations, (5) scheduled for transportation under Rate Schedules FT-1 and IT-1; (6) retained from Shippers as Gas Used by Paiute; and (7) forfeited by Replacement Shippers under Section 2.3 of Rate Schedule LGS-1 and by Shippers under Section 2.4 of Rate Schedule LGS-2.
- b. For LNG storage services, the aggregate quantities of natural gas (1) liquefied for storage, (2) vaporized for delivery into Paiute's transmission system (the quantity of gas vaporized where Paiute initiates vaporization without a Shipper nomination will be separately stated), (3) consumed as fuel during liquefaction and vaporization operations, as well as for plant operations (each quantity to be stated separately), (4) lost and unaccounted for with respect to Paiute's LNG storage operations, (5) stored in inventory at the beginning of the month and at the end of the month, stated in total working gas inventory owned by Shippers and total cushion gas inventory owned by Paiute, and (6) retained from Shippers as Gas Used by Paiute, stated separately for liquefaction and vaporization operations.
- c. The imbalance quantities between Paiute and each upstream pipeline that delivers natural gas into Paiute's system, and the imbalance quantity between Paiute and its Shippers in aggregate, stated at the end of the month.
- d. Workpapers and other materials that explain the derivation of the percentage of Gas Used by Paiute established for transportation services.

All quantities of natural gas will be stated in dekatherms.

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Tenth Revised Sheet No. 63C Tenth Revised Sheet No. 63C
Superseding: Substitute Ninth Revised Sheet No. 63C

GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.2 Scheduling of Gas Receipts and Deliveries: (Continued)

(g) In the event sufficient capacity is not available to schedule all requests for secondary receipt/delivery point capacity at secondary receipt/delivery points, Paiute shall allocate available capacity among the affected Shippers pro ra

(h) Pooling: If requested by a Shipper or supplier on Paiute's system, Paiute will offer at least one pool.

(i) The NAESB/GISB standards listed below are incorporated into Paiute's tariff by reference. Unless otherwise stated, all NAESB/GISB standards listed below are Version 1.87.

0.3.11 through 0.3.15

0.4.1

1.4.1 through 1.4.7

4.2.1 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]

4.2.2 through 4.2.20

4.3.1 through 4.3.3

4.3.5

4.3.7 through 4.3.15

4.3.16 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]

through 4.3.18

4.3.17

4.3.18 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]

4.3.20

4.3.22 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
through 4.3.36

4.3.23 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards);
Recommendation R03035A; 2005 Annual Plan Item

8(05/03/05)

(Affiliate Order standards)]

4.3.24

4.3.25 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]

4.3.2638 through 4.3.62

4.3.645 through 4.3.8869

4.3.8972 through 4.3.9276 (Recommendation R03035A)

4.3.78 through 4.3.87

4.3.89 through 4.3.93

10.2.1 through 10.2.5

10.2.7 through 10.2.38

10.3.1

10.3.3 through 10.3.25

Paiute adopts the GISB Model Trading Partner agreement by reference.

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.2 Scheduling of Gas Receipts and Deliveries: (Continued)

(e) Gas Used by Paiute under Rate Schedules FT-1 and IT-1:

- (1) Paiute's dispatcher shall notify each Shipper not later than five (5) days prior to the start of each month of the quantity (percentage) of gas Shipper must cause to be tendered for Paiute's use during the month. Gas Used by Paiute shall be expressed as a percentage of the quantities that Shipper schedules for receipt by Paiute at the Receipt Point(s). Paiute shall establish the percentage based on prior months' actual average daily usage, as adjusted for any over- or under-retention of such quantities of Shippers' gas which occurred during such prior months. Paiute shall have the right to adjust the percentage to reflect the actual quantity of Gas Used by Paiute, so as not to create an imbalance on Paiute's system.

In the interests of minimizing any volatility in the monthly percentages of Gas Used by Paiute and providing some degree of predictability for Shippers' gas acquisition planning purposes, Paiute will use the following parameters in establishing the monthly percentages of Gas Used by Paiute. For the months of October through March, inclusive, the average of the six monthly percentages of Gas Used by Paiute shall be no less than 0.8% and no greater than 2.4%; for the months of April through September, inclusive, the average of the six monthly percentages of Gas Used by Paiute shall be no less than 0.65% and no greater than 1.95%; provided, however, that the average of the six monthly percentages of Gas Used by Paiute may deviate from the above-prescribed seasonal ranges if (1) Paiute deems it necessary in order to avoid exacerbating its over- or under-retention of Gas Used by Paiute or an imbalance between Paiute's system and an upstream pipeline system, and (2) Paiute first confers with its affected firm shippers and explains in detail the reasons for such deviation. In no event will the percentage for any month exceed 3.0%.

- (2) On or before October 25 of each year, Paiute will provide to each firm Shipper a report presenting the following information for each of the prior twelve (12) calendar months:

GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.2 Scheduling of Gas Receipts and Deliveries: (Continued)

- (3) When the fuel reimbursement method is fuel in-kind, the results of the fuel reimbursement (Gas Used by Paiute) calculations for the Nomination process should be rounded to the nearest Dth or Gigajoule (Canada). Where fuel reimbursement is in-kind, the standard fuel (Gas Used by Paiute) calculation mechanism, as this is related to the Nomination process, should be $(1 - \text{Fuel \%}/100)$ multiplied by receipt quantity = delivery quantity.

For current in-kind fuel reimbursement procedures, fuel rates should be made effective only at the beginning of the month. For in-kind fuel reimbursement methods, Service Providers should not reject a nomination for reasons of rounding differences due to fuel calculation of less than 5 Dth. For in-kind fuel reimbursement methods, Service Providers should provide, if applicable, a fuel matrix for receipt and delivery point combinations. The Service Requesters should not be responsible for calculating and totaling fuel based on each zone or facility traversed. The transportation priority for fuel should be the same as the level of service as the transaction to which it applies.

- (f) In the event sufficient capacity is not available to schedule all requests for interruptible service, Paiute shall interrupt first all interruptible service which is being provided a discount from the maximum rate applicable to such service by the rate being paid, from lowest to highest. If a Shipper's interruptible service is subject to interruption based on its discounted rate, such Shipper shall be afforded an opportunity to match a higher rate to avoid such interruption. Service which is being provided at the same rate shall be interrupted by Priority Date, as determined by Paiute, from newest to oldest. Service which is provided at the same rate and which also has the same Priority Date shall be interrupted based on the pro rata share of such Shipper's scheduled quantity to the total scheduled quantities for such priority for such day. Paiute shall then interrupt all interruptible service which is being provided at the maximum rate applicable to such service by Priority Date, as determined by Paiute, from newest to oldest. Agreements having the same Priority Date shall be interrupted based on the pro rata share of such Shipper's scheduled quantity to the total scheduled quantities for such priority for such day.

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.3 Limitation Upon Paiute's Daily Transportation Obligation and Flexible Delivery and Receipt Point Criteria:

- (a) Paiute shall not be obligated to deliver to Shipper on any day a greater quantity than that scheduled pursuant to Section 4.2 hereof for such day.
- (b) Firm transportation shippers on Paiute's system will be permitted to change delivery or receipt points as described below:
 - (1) The delivery and receipt points set forth in a Shipper's firm transportation service agreement, and any amendments thereto, shall be referred to as that Shipper's "primary delivery points" and "primary receipt points."
 - (2) If there is unsubscribed firm delivery capacity available at a delivery point (i.e., physical delivery capacity that in Paiute's determination is not committed to any shipper under a firm transportation service agreement), such Shipper may change to that delivery point on a permanent basis to the extent of such unsubscribed capacity. If there is unsubscribed firm receipt capacity available at a receipt point (i.e., physical receipt capacity that in Paiute's determination is not committed to any shipper under a firm transportation service agreement), such shipper may change to that receipt point on a permanent basis to the extent of such unsubscribed capacity.

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Fifth Revised Sheet No. 65 Fifth Revised Sheet No. 65 : Effective

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GENERAL TERMS AND CONDITIONS

(Continued)

4. OPERATING PROCEDURES (Continued)

4.3 Limitation Upon Paiute's Daily Transportation
Obligation and Flexible Delivery and Receipt Point
Criteria: (Continued)

(3) A Firm Shipper may designate as a "secondary delivery point" any delivery point it desires, but service to such Shipper at such a delivery point shall be subordinate to the firm capacity rights of the Firm Shipper(s) who have primary delivery point rights at such point. A Firm Shipper may designate as a "secondary receipt point" any receipt point it desires, but service to such Shipper at such a receipt point shall be subordinate to the firm capacity rights of the Firm Shipper(s) who have primary receipt rights at such point. Service to a Firm Shipper at a secondary delivery point or at a secondary receipt point that is located outside of the capacity pathway between such Shipper's primary delivery points and primary receipt points shall also be subordinate to the firm capacity rights of a Firm Shipper who is using a secondary delivery point or a secondary receipt point that is located within the capacity pathway between its primary delivery points and primary receipt points.

(4) Permanent primary receipt or delivery point changes must be for a minimum term of one (1) day. Use of Secondary receipt/delivery point(s) will be accommodated on a daily basis through the normal gas scheduling process.

(5) Requests for permanent changes in receipt or delivery points shall be made by using the standard form set forth in Section 25.4 of the General Terms and Conditions of this Tariff. Requests by a Firm Shipper to change primary receipt or delivery points, and Paiute's acceptance of changes, will be posted on Paiute's Electronic Bulletin Board. Requests to permanently change receipt or delivery points must be submitted by 12:00 p.m. (10:00 a.m. Pacific clock Time) the day prior to the normal scheduling of gas.

(6) Deliveries to secondary delivery points shall not be permitted to reduce downstream deliveries to another Firm Shipper at its primary delivery points. Receipts from secondary receipt points shall not be permitted to reduce receipts by another Firm Shipper at its primary receipt points.

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.3 Limitation Upon Paiute's Daily Transportation Obligation and
Flexible Delivery and Receipt Point Criteria: (Continued)

- (6) Deliveries to secondary delivery points shall not be permitted to reduce downstream deliveries to another Firm Shipper at its primary delivery points. Receipts from secondary receipt points shall not be permitted to reduce receipts by another Firm Shipper at its primary receipt points.
- (7) The right to schedule additional capacity during the Winter Period under Section 4.2(d) of Paiute's General Terms and Conditions will be subordinate to a Firm Shipper's right to have gas delivered to or received at its secondary delivery or receipt points. "Additional capacity" refers to that portion of a Shipper's applicable billing determinant specified on Sheet No. 161 that exceeds the quantity that is equal to such Shipper's Rate Schedule FT-1 Daily Reserved Capacity less such Shipper's Rate Schedule LGS-1 Daily Delivery Capacity.
- (8) A Shipper utilizing a secondary delivery point can request, and will receive, the same discount rate for deliveries to such point that, and for so long as, Paiute is already granting such discount rate for deliveries to such point under other firm service agreements, if requesting Shipper is similarly situated to the Shippers receiving discounts from Paiute for such deliveries to such point.

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.3 Limitation Upon Paiute's Daily Transportation
Obligation and Flexible Delivery and Receipt Point Criteria:
(Continued)

(7) Under no circumstances shall a firm shipper's flexible delivery or receipt points allow such shipper to receive deliveries of gas on any day in excess of its Daily Reserved Capacity or Summer Daily Reserved Capacity, whichever is applicable.

4.4 Determination of Receipts and Deliveries:

As a general guideline, all gas received or delivered by Paiute on any day at a particular point that is being transported pursuant to a single transportation rate schedule under this tariff, and that is commingled with gas being transported for other Shippers under the same rate schedule, shall be determined to be received by Paiute or delivered to each Shipper pro rata on the basis of the schedule established for such day pursuant to Section 4.2 hereof. When gas received or delivered on any day at a particular point is being transported pursuant to more than one (1) rate schedule under this tariff, the determination of receipts and deliveries shall be as follows:

(a) Determination of Receipts:

This section applies to those situations where the gas received by Paiute into its facilities for a Shipper is applicable to more than one transportation agreement.

(1) First - Volumes scheduled for payback from Shipper to Paiute under Rate Schedule FT-1 received at a Receipt Point;

(2) Second - Volumes scheduled from the LNG Plant that are transported under Rate Schedule FT-1;

(3) Third - Volumes scheduled from and confirmed by an upstream pipeline to Paiute for transportation by Paiute under Rate Schedule FT-1;

(4) Fourth - Volumes scheduled for payback from Shipper to Paiute under Rate Schedule IT-1 received at a Receipt Point;

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.4 Determination of Receipts and Deliveries: (Continued)

- (5) Fifth - Volumes scheduled from the LNG Plant that are to be transported under Rate Schedule IT-1;
 - (6) Sixth - Volumes scheduled from and confirmed by an upstream pipeline to Paiute for transportation by Paiute under Rate Schedule IT-1.
- (b) Determination of Deliveries: This section applies to those situations where the gas delivered by Paiute into the facilities of any Receiving Party is applicable to more than one transportation agreement.
- (1) First - The volumes scheduled for payback from Paiute to the Shipper under Rate Schedule FT-1;
 - (2) Second - The volumes scheduled from the LNG Plant that are transported under Rate Schedule FT-1;
 - (3) Third - The volumes scheduled for transportation from a Receipt Point under Rate Schedule FT-1;
 - (4) Fourth - The volumes scheduled for payback from Paiute to the Shipper under Rate Schedule IT-1;
 - (5) Fifth - The volumes scheduled from the LNG Plant that are transported under Rate Schedule IT-1;
 - (6) Sixth - The volumes scheduled for transportation from a Receipt Point under Rate Schedule IT-1;

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.4 Determination of Receipts and Deliveries: (Continued)

(c) The Receiving Party shall be responsible for all imbalances in accordance with Section 5.4 of Paiute's General Terms and Conditions.

4.5 Hourly Limitations:

Paiute, due to the configuration of its pipeline system, may need to establish a limit upon the hourly quantity that it can deliver at a particular Delivery Point. Any such limitation shall be specified in the executed Service Agreement between Shipper and Paiute, and shall be set forth below:

Point of Delivery	Maximum Daily Quantity (Dth)	Maximum Hourly Quantity (Dth)
Tracy Power Generator	53,982	2,249
Fort Churchill Power Generator	54,826	2,284
Avista Corporation	17,908	1,000

4.6. Interruptions or Curtailment of Service:

(a) Tests and Repairs: Paiute shall have the right to curtail or interrupt the transportation of gas for Shipper when necessary to test, alter, modify, enlarge or repair any facility or property comprising a part of, or appurtenant to, Paiute's pipeline system, or otherwise related to the operation thereof. Paiute shall endeavor to cause a minimum of inconvenience to Shipper because of such interruptions.

(b) Operational Control: Paiute shall retain full operational control of its pipeline system and shall at all times be entitled to schedule receipts and to operate its pipeline system in a manner which is consistent with the obligations and operating limitations set forth in Sections 2 and 5 of Rate Schedule FT-1, Section 2 of Rate Schedule IT-1, Sections 2 and 6 of Rate Schedule LGS-1 and Sections 3, 4, 5, 6 and 10

GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.6. Interruptions or Curtailment of Service: (Continued)

of the General Terms and Conditions of this tariff, as such obligations and limitations may exist from time to time on Paiute's system, or which is necessary to protect the system's integrity.

- (c) **Unscheduled Interruption or Curtailment:** In the event unscheduled interruption or curtailment of transportation services due to operating conditions or force majeure pursuant to this Section 4.6 or Section 6.1 of the General Terms and Conditions of this tariff becomes necessary during the Day, Paiute shall issue an Operational Flow Order (OFO) restricting deliveries of gas to all shippers affected by the event and the Available Delivery Quantity (ADQ) for such shippers will be allocated among them as follows:
- (1) The ADQ shall be determined by Paiute.
 - (2) If the ADQ is less than the total of all firm Shippers' scheduled firm quantities under Paiute's transportation rate schedules, the ADQ will be allocated to such firm service Shippers on the affected portion of Paiute's system pro rata based on each such Shipper's scheduled firm quantity for such day.
 - (3) If the ADQ is greater than the total of all Shippers' scheduled firm quantities under Paiute's transportation rate schedules, but less than the capacity needed to meet the total of all Shippers' scheduled quantities under all of Paiute's transportation rate schedules, the remaining ADQ will be allocated to Shippers under Rate Schedule IT-1 in accordance with Section 4.2(f) of the General Terms and Conditions of this tariff.
 - (4) Any quantity delivered to a Shipper that exceeds such Shipper's assigned portion of the ADQ shall be considered an Unauthorized Daily Overrun and subject to penalties pursuant to Section 5.2(a) of the General Terms and Conditions of this tariff.

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.6. Interruptions or Curtailment of Service: (Continued)

(d) Catastrophic Capacity Failure: In the event of a Catastrophic Capacity Failure, Paiute will invoke Section 4.6(c) hereof, Unscheduled Interruption or Curtailment. If a firm Shipper's allocation of the ADQ is less than its scheduled quantity and is insufficient to meet its High Priority demand, the following procedure will be followed. To the extent that the Catastrophic Capacity Failure has not precluded receipts from Paiute's LNG Plant and does not preclude delivery to the affected High Priority customer(s), then:

- (1) The affected Firm Shipper(s) will request supplies from its available LNG inventory.
- (2) In the event that the affected firm Shipper(s) does not have sufficient LNG inventory to meet the shortfall, the affected Firm Shipper(s) will enter into immediate negotiations with other Shippers to purchase the required supplies, from available LNG inventories or otherwise.
- (3) In the event that other Shippers are unable or unwilling to sell the required supplies, Paiute will utilize available LNG inventory to forestall any High Priority curtailment. In this event, the Firm Shipper(s) receiving this emergency service shall return equivalent quantities of gas to the LNG inventory and/or to the Shipper(s) whose inventory was utilized as soon as practicable after the conclusion of the Catastrophic Capacity Failure. The method of returning such quantities shall be determined by Paiute and the other Shipper(s) involved.
- (4) In the event service to High Priority customers is still in jeopardy, then curtailment will be invoked on the Paiute system.
 - a. Firm Shippers will be required to provide demand by end use priority to Paiute for the specific day in question.

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.6 Interruptions or Curtailment of Service: (Continued)

- b. Requests for voluntary curtailment will be made to Low Priority customers. Low Priority customers willing to be curtailed first will negotiate the compensation to be paid by the Firm Shippers receiving the diverted gas supplies. If voluntary curtailment is not sufficient to satisfy supply needs, then the curtailment order will proceed.
- c. Beginning in reverse order of priority, firm capacity and supply used to satisfy Low Priority loads will be curtailed pro rata within a given priority, and the supplies diverted to the affected Firm Shipper(s).
- d. Curtailment will continue until:
 - 1. All Low Priority loads are curtailed; or
 - 2. The volume required to forestall High Priority curtailment is diverted.
- e. In the event that diverted Low Priority volumes are not sufficient to prevent High Priority curtailment, then all High Priority shipper(s) will share in the High Priority curtailment beginning with Priority 2c volumes. Curtailment will be pro rata within a given priority and will continue until Priority 1 load is protected across the Paiute system.
- f. In the event an electric utility declares that curtailment of Low Priority gas service would create a Firm Load Electrical Emergency, the volumes required to forestall such Firm Load Electrical Emergency will be deemed to be Priority 1 volumes for the purposes of curtailment during that specific instance.
- g. Firm Shipper(s) receiving diverted supplies will reimburse those firm shipper(s) being curtailed for their costs of acquiring and having transported such supplies in addition to their incremental costs in acquiring and using their least cost alternative energy needs available to the Shipper during such period of curtailment.

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.6. Interruptions or Curtailment of Service: (Continued)

- (e) Catastrophic Supply Failure: In the event of a Catastrophic Supply Failure, Paiute will invoke this curtailment section upon request from Firm Shipper(s) stating that High Priority load will be curtailed, and Paiute shall issue an Operational Flow Order (OFO) applicable to all shippers, restricting deliveries of gas to all shippers to no more than their scheduled quantities, subject to the following procedure for High Priority load only:
- (1) Paiute will overpull on upstream pipelines to the maximum extent possible without incurring a penalty. The affected Firm Shipper(s) will overpull on Paiute. If an upstream pipeline has invoked a "Declared Entitlement Period" or similar tariff restriction on overpull, Paiute will not be willing to incur a penalty from such upstream pipeline until (2) and (3) below have been exhausted.
 - (2) The affected Firm Shipper(s) must request supplies from its available LNG inventory.
 - (3) In the event that the affected Firm Shipper(s) does not have sufficient LNG inventory to meet the shortfall, the affected Firm Shipper(s) must enter into immediate negotiations with other Shippers to purchase the required supplies.
 - (4) If after volumes available from (1), (2) and (3) above are exhausted and additional volumes are required, Paiute will contact its upstream pipeline(s) to determine the effect of additional overpulls by Paiute, and upon receiving operating approval, and only to the extent of that approval, then Paiute will begin overpulling on the upstream pipeline(s) and incurring penalties. Any Firm Shipper overpulling on Paiute will in turn be subject to the applicable penalties contained in Paiute's tariff.

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.6. Interruptions or Curtailment of Service: (Continued)

- (5) In the event that the procedures under subsections (1) through (4) above are either unavailable or insufficient, Paiute will utilize LNG inventory to forestall any High Priority curtailment. In this event, the Firm Shipper(s) receiving this emergency service shall return equivalent quantities of gas to the LNG inventory and/or to the Shipper(s) whose inventory was utilized as soon as practicable after the conclusion of the Catastrophic Supply Failure. The method of returning such quantities shall be determined by Paiute and the other Shipper(s) involved.
- (6) In the event service to High Priority customers is still in jeopardy, then curtailment will be invoked on the Paiute system.
 - a. Firm Shippers will be required to provide demand by end use priority to Paiute for the specific day in question.
 - b. Requests for voluntary curtailment will be made to Low Priority customers. Low Priority customers willing to be curtailed first will negotiate the compensation to be paid by the Firm Shippers receiving the diverted gas supplies. If voluntary curtailment is not sufficient to satisfy supply needs, then the curtailment order will proceed.
 - c. Capacity and supply used to satisfy Low Priority loads will be curtailed and the supplies diverted to the affected Firm Shipper(s).
 - d. Curtailment will continue until:
 1. All Low Priority loads are curtailed; or
 2. The volume required to forestall High Priority curtailment is diverted.

GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.6. Interruptions or Curtailment of Service: (Continued)

- e. In the event that diverted Low Priority volumes are not sufficient to prevent High Priority curtailment, then all High Priority Shipper(s) will share in the High Priority curtailment beginning with Priority 2c volumes. Curtailment will be pro rata within a given priority and will continue until Priority 1 load is protected across the Paiute system.
- f. In the event an electric utility declares that curtailment of Low Priority gas service would create a fir Load Electrical Emergency, the volumes required to forestall such Firm Load Electrical Emergency will be deemed to be Priority 1 volumes for the purposes of curtailment during the specific instance.
- g. Firm Shipper(s) receiving diverted supplies will reimburse those Shipper(s) being curtailed for their costs of acquiring and having transported such supplies in addition to their incremental costs in acquiring their least cost alternative energy needs available to the Shipper during such period of curtailment.

GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.6. Interruptions or Curtailment of Service: (Continued)

(f) Operational Flow Order (OFO) Procedures: In the event that Paiute issues an OFO, Paiute will provide notice of the OFO to all affected Shippers by telecopier and/or telephone at the earliest possible time, and will post the notice on its Electronic Bulletin Board as soon as practicable. Paiute will make reasonable efforts to notify Shippers that an operational problem is developing which could potentially necessitate the issuance of an OFO. Each Shipper shall designate an operational contact for Paiute to notify on a 24-hour a day, 365 days a year basis. If Paiute is unable to notify any Shipper because that Shipper's contact is unavailable, such Shipper shall be solely responsible for any consequences arising from such failure of communication. Each notice of an OFO will contain the following information:

- (1) time and date of issuance;
- (2) time that the OFO is considered to be effective;
- (3) duration or best estimate of the duration of the OFO (if none is specified, the OFO will be effective until further notice);
- (4) the party or parties receiving the OFO;
- (5) description of conditions causing the issuance of the OFO;
- (6) specific action necessary to remedy the conditions identified in (5) above;
- (7) any other terms that Paiute may reasonably require to ensure the effectiveness of the OFO; and
- (8) a statement that compliance with the OFO must commence immediately, at the beginning of the next Gas Day, or at some other specified time.

After an OFO has been lifted, Paiute will post to its Electronic Bulletin Board a report providing information on the factors that caused the OFO to be issued and then lifted.

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.7 Operating Procedures for Rate Schedule LGS-1 Service:

Paiute shall retain full operational control of its LNG Plant and shall schedule receipts and deliveries, including the receipt of liquefied natural gas (herein called "LNG") by truck, and at all times be entitled to operate the LNG Plant in a manner which is consistent with the obligations and operating conditions and limitations set forth elsewhere in this tariff, as such obligations and operating conditions and limitations may exist from time to time on Paiute's system. In addition to the other provisions of this tariff, the following terms and conditions shall apply specifically to the operation by Paiute of its LNG Plant:

- (a) Receipt of Gas at the LNG Plant: Except for LNG tendered by Shipper for receipt at Paiute's LNG truck unloading facility, which is addressed in subparagraph (b) below, natural gas tendered by Shipper on any day to the LNG Plant shall be gas that has been transported by Paiute pursuant to either Rate Schedule FT-1 or Rate Schedule IT-1 of this tariff. Paiute will accept gas from Shipper for liquefaction on any day during the Summer Period, operating circumstances permitting. Paiute may accept gas for liquefaction on other days if Paiute determines that such liquefaction will not adversely affect Paiute's operations or its service obligations to its other customers. Paiute's acceptance of gas for liquefaction shall be on a pro rata basis of Shipper's tendered quantity to the total quantity scheduled for liquefaction on that day at the LNG Plant.

Paiute shall provide the Shippers under Rate Schedule LGS-1 with a daily schedule of the total liquefaction quantity thirty (30) days prior to the commencement of the Summer Period subject, however, to such changes as operating conditions may require. In scheduling the operation of the LNG Plant, Paiute, to the extent possible, will attempt to take into account all economic factors including gas supply and market conditions communicated to Paiute by the various Shippers.

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)
- 4.7 Operating Procedures for Rate Schedule LGS-1 Service: (Continued)
- (b) Receipt of LNG at the LNG Truck Unloading Facility:
- (1) LNG tendered at Paiute's LNG truck unloading facility by Shipper on any day shall be LNG that has been transported by Shipper or Shipper's agent by truck to the LNG Plant. Paiute will accept LNG from Shipper or its agent for delivery by truck into the LNG storage facility on any day if Paiute determines that such deliveries will not adversely affect Paiute's system operations or its service obligations to other Shippers, or cause the Shipper's Storage Capacity, as specified in Shipper's Service Agreement under Rate Schedule LGS-1, to be exceeded.
 - (2) Deliveries of LNG to the LNG truck unloading facility will be accepted beginning at 10:00 a.m. (8:00 a.m. Pacific Clock Time) and extend until 6:00 p.m. (4:00 p.m. Pacific Clock Time) daily. Notice of deliveries to the LNG truck unloading facility must be provided to Paiute at least forty-eight (48) hours in advance of such delivery. Notice of deliveries should be provided by contacting personnel at Paiute's LNG Plant, either by telephone at (775) 273-2694 or by fax at (775) 273-7642. If the Shipper declares that an emergency situation exists necessitating that deliveries of LNG to Paiute's LNG storage facility be accomplished sooner, Paiute, to the extent possible, will attempt to extend the LNG truck unloading facility delivery hours and decrease the prior notification time requirement.
 - (3) Shipper shall ensure that all trucks making deliveries of LNG to Paiute's LNG truck unloading facility shall use a delivery route that exits the Interstate 80 highway at Exit 112 and then follows a route that runs southwest on Upper Valley Road, west on Fairview Road, south on North Meridian Road, and then west on Pitt Road to the LNG Plant. All such trucks shall also be required to use the same roads to return to the Interstate 80 highway.

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.7 Operating Procedures for Rate Schedule LGS-1 Service: (Continued)

- (4) As between Paiute and Shipper, Shipper shall be solely responsible for making all arrangements for having LNG transported by truck for delivery to the LNG Plant, and for ensuring compliance with all federal, state, and local laws and regulations applicable to the transportation of LNG by truck.
- (c) Storage of Liquid: The storage of LNG by Paiute shall be subject to the following:
- (1) Paiute shall operate the storage tank in a safe and reasonable manner. Subject to Section 4.10 hereof, any losses of inventory from the facilities shall be the sole responsibility of the owner of the inventory.
 - (2) The ownership of LNG in storage at any given time will be determined by good accounting practices, subject to a material balance audit once each twelve (12) calendar months corresponding with the beginning of the Winter Period.
 - a. Shipper's inventory at the LNG Plant will be equal to Shipper's natural gas tendered to the LNG Plant, plus LNG tendered by Shipper to the LNG Plant at the LNG truck unloading facility, less: (1) the withdrawals of Shipper's gas, (2) the measurable boil-off and fuel attribution to Shipper, and (3) the allocation of any lost or unaccounted for gas determined at the time of the audit which is assigned to each Shipper.
 - b. The results of the audit and detailed workpapers of such audit will be provided to each Shipper within twenty (20) days of the completion of the audit.

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.7 Operating Procedures for Rate Schedule LGS-1 Service: (Continued)

- (3) Subject to Section 4.10 hereof, Shipper shall be solely responsible for maintaining its inventory of LNG. Paiute will not permit a Shipper's inventory balance to become negative at any time. Paiute will be permitted to use Shipper's inventory as Paiute determines necessary in the operation of its pipeline system, but only under the following conditions:
- a. Paiute has declared a Catastrophic Capacity Failure or a Catastrophic Supply Failure, or deems the withdrawal of LNG necessary to protect system integrity; or
 - b. Paiute has issued an Operational Flow Order (OFO) due to drafting on its system and the party(s) subject to said OFO has available inventory and, in Paiute's sole, good faith judgment, is in non-compliance with said OFO.

Paiute will control the withdrawal of LNG inventory to provide adequate boil-off from the LNG Plant until the commencement of the next Summer Period. These restrictions on the use by Shipper of its inventory shall not prohibit the transfer of the inventory among the Shippers, as provided in Section 4.7(c) (4) hereof.

If Paiute withdraws LNG pursuant to (a) above, to the extent such LNG is utilized for the benefit of a Non-LNG Customer, Paiute will give the appropriate LNG Customer a credit against its Storage and Delivery Charges equal to the amount calculated by multiplying the volumes of LNG withdrawn for the Non-LNG Customer times the Annual Storage and Delivery Charges which otherwise would have been paid by the LNG Customer, including gas used by Paiute to liquefy and gasify such replacement gas, in the amounts specified in Section 5 of Rate Schedule LGS-1 of this tariff. For the purposes of this section, an LNG Customer which has previously exhausted its inventory of LNG shall be deemed a Non-LNG Customer.

GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.7 Operating Procedures for Rate Schedule LGS-1 Service: (Continued)

Paiute shall recover the credit against Storage and Delivery Charges as described above from the Non-LNG Customer(s) which received the benefit of the inventory withdrawn. In the event that more than one Non-LNG Customer received benefit, the credit against Storage and Delivery Charges established above will be recovered from each such Non-LNG Customer in proportion to its respective share. In addition, such Non-LNG Customer(s) are required to replace the LNG inventory used in-kind as soon as practical in a manner to be agreed upon by Paiute and the LNG Customer(s) owning the inventory that was withdrawn.

In the alternative, and subject to operational and scheduling approval by Paiute, which shall not be withheld unreasonably, as soon as possible after notification of the LNG use, and at the option of and with the concurrence of the LNG Customer whose inventory was appropriated, the Non-LNG Customer may replace the LNG with gas from such Non-LNG Customer's flowing gas supply or with LNG delivered to Paiute's LNG truck unloading facility. In the event that either of these alternatives is elected and used by the LNG Customer and the Non-LNG Customer, Paiute shall be relieved of its obligation to provide a credit against the Storage and Delivery Charges, and no charge shall be imposed on the Non-LNG Customer, as specified in this section. In addition to providing replacement of the LNG inventory actually used, such replacement shall include a volume of gas equal to the Gas Used by Paiute to both liquefy and gasify the LNG Customer's inventory, which percentages are specified in Section 5 of Rate Schedule LGS-1.

- (4) Shippers under Rate Schedule LGS-1 may transfer the ownership of stored LNG among one another, subject to the following conditions:
- a. The owner of the stored LNG notifies Paiute's dispatcher by telephone of the transfer of ownership prior to such transfer. Paiute will not recognize the change in inventory ownership for dispatching purposes prior to such notification.

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Third Revised Sheet No. 77 Third Revised Sheet No. 77 : Effective
Superseding: Second Revised Sheet No. 77

GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.7 Operating Procedures for Rate Schedule LGS-1
Service: (Continued)

b. The original owner and the new owner will confirm such transfer of ownership in writing within three (3) days, and will provide Paiute with a copy of such documentation.

c. Such transfer shall be subject to the rules and regulations of any governmental body of competent jurisdiction.

(d) Gasification and Delivery: The actual quantity of gas to be gasified and delivered from the LNG Plant at any time is subject to the conditions affecting the operation of Paiute's entire system at such time, as follows:

(1) The design gasification capacity at the LNG Plant is 71,959 Dth per day. (The design gasification capacity quantity is stated in dekatherms, using an assumption that one dekatherm is equal to one Mcf of gas with a heating content of 1,028 Btu per cubic foot. It is recognized that the design gasification capacity as expressed in dekatherms may vary from time to time depending upon the actual heating content of the LNG.) Gasification at the LNG Plant may require up to ten (10) hours of warm-up time. The scheduling of LNG gasification shall be subject to such start-up period limitation.

(2) Paiute's LNG Plant was designed as a peaking facility to be used during the Winter Period, provided however, that Shippers may schedule gasification of LNG during other times when such gasification would not adversely affect Paiute's service obligations. The LNG Plant is designed to be in a continuous liquefaction mode for extended periods of time. It is inefficient to switch back and forth between liquefaction and gasification, therefore,

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.7 Operating Procedures for Rate Schedule LGS-1 Service: (Continued)

the LNG Plant will not be used to accommodate imbalances in purchase or transportation quantities except to the extent imbalances can be accommodated by the transfer of storage inventory among Shippers. Paiute will endeavor to accommodate Shipper's scheduling of imbalances in accordance with Section 4.7(c)(4) hereof. Nothing in this subparagraph shall limit in any manner Shipper's right to tender LNG for receipt into storage at the LNG truck unloading facility subject to Section 4.7(b) hereof.

- (3) Shipper is solely responsible for scheduling the daily use of the service provided under Rate Schedule LGS-1 within the parameters outlined in Sections 4.7(d)(1) and 4.7(d)(2) hereof. On any day when Paiute cannot accept all of the nominations for service under Rate Schedule LGS-1, service shall be provided on a pro rata basis in proportion to the ratio of the Shipper's nominations to the total of the nominations of all Shippers nominating

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GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.7 Operating Procedures for Rate Schedule LGS-1 Service: (Continued)

service on such day under Rate Schedule LGS-1, provided however, that if the restrictions on Paiute's ability to provide service are due to restraints on the pipeline capacity to make delivery to Shipper's Delivery Point(s), Shipper shall be curtailed in accordance with the procedures set forth in the applicable transportation rate schedule prior to implementing curtailment under the procedure set forth herein.

- (4) Paiute shall have the right to adjust Shipper's scheduling of gasification and delivery of gas from the LNG Plant to reflect the withdrawal of Shipper's inventory pursuant to Section 4.7(c)(3) hereof. Paiute shall notify Shipper of any adjustment as soon as practical.

4.8 Arrangements Prior to Receipt and After Delivery:

It shall be Shipper's obligation to make arrangements with other parties and make payments for delivery of gas into Paiute's system at the Receipt Point(s) and for receipt of gas after transportation to the Delivery Point(s). Shipper shall be obligated in such arrangements to require daily dispatching and operating coordination by such other parties with Paiute and access by Paiute to appropriate charts and records of upstream pipelines. Such arrangements must be satisfactory to Paiute.

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Second Revised Sheet No. 80 Second Revised Sheet No. 80 : Effective
Superseding: Substitute First Sheet No. 80

GENERAL TERMS AND CONDITIONS
(Continued)

4. OPERATING PROCEDURES (Continued)

4.9 Operating Information, Estimates and Records:

Upon request of Paiute, Shipper shall from time to time submit its best estimates of the daily, monthly and annual quantities of gas to be transported or stored, including peak day requirements, together with such other operating data as Paiute may require in order to plan and schedule its operations. Paiute shall keep accurate records of the quantities of gas nominated and scheduled for transportation and any imbalances and those quantities nominated for liquefaction and gasification, which records shall be made available to Shipper at its request.

4.10 Liability:

This Section 4 shall not exempt Paiute from liability it may otherwise have to Shipper arising from negligence, gross negligence or intentional tort.

4.11 Other Procedures:

Paiute reserves the right to impose temporarily, at any time and in a non-discriminatory manner, reasonable operating conditions upon the transportation or storage of Shipper's gas which Paiute, in its good faith judgment, deems necessary to protect the integrity of its transmission system. At the earliest feasible time, Paiute shall provide notice to its Shippers of the imposition of, and the anticipated duration of, any such operating conditions.

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS

5.1 Daily Contract Entitlement Overrun:

- (a) Daily Authorized Quantity: With respect to service rendered under Rate Schedule FT-1 of this tariff, the Daily Authorized Quantity shall be equal to, during the Winter Period, Shipper's Daily Reserved Capacity, or, during the Summer Period, Shipper's Summer Daily Reserved Capacity as set forth in the applicable Service Agreement between Shipper and Paiute for such service, less any capacity released by Shipper on such day, and less Gas Used by Seller. With respect to service rendered under Rate Schedule IT-1 of this tariff, the Daily Authorized Quantity shall be equal to the maximum daily quantity entitlement set forth in the applicable Service Agreement between Shipper and Paiute for such service, less Gas Used by Seller.

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GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.1 Daily Contract Entitlement Overrun: (Continued)

- (b) Authorized Daily Overrun: In the event that Shipper desires to take gas on a given day in excess of its Daily Authorized Quantity, Shipper may request permission from Paiute to take such gas in excess of its Daily Authorized Quantity during a Nomination cycle, pursuant to the provisions of Section 4.2 of the General Terms and Conditions of this tariff. If Paiute determines, in its sole reasonable judgement, that sufficient capacity exists on its system for that day to permit Shipper to take gas in excess of its Daily Authorized Quantity without impairing Paiute's ability to operate its system facilities or to meet its other service obligations, then Paiute will permit Shipper to take such gas on an interruptible basis. All gas permitted by Paiute to be taken by Shipper in excess of its Daily Authorized Quantity shall constitute Authorized Overrun Gas, and shall be subject to a charge equal to the quantity of Authorized Overrun Gas in dekatherms multiplied by the sum of the Daily Reservation Charge and the Usage Charge applicable to Rate Schedule FT-1, as specified on Sheet No. 10 of this tariff.

- (c) Unauthorized Daily Overrun: Inasmuch as unauthorized daily overruns may seriously interfere with Paiute's ability to operate its system facilities, and thus may cause Paiute to be unable to meet its service obligations, adequate incentives must be provided to deter such overruns. All gas taken by Shipper in excess of its Daily Authorized Quantity, without the advance permission of Paiute, shall constitute Unauthorized Overrun Gas. If circumstances on Paiute's system are such that unauthorized overruns could impair Paiute's ability to operate its system facilities or to meet its service obligations, then Paiute may issue an operational flow order (OFO) statement (verbal or written) under this section. The OFO may be issued at any time during the Gas Day, using the procedures set forth in Section 4.6(f) of the General Terms and Conditions, and will be effective immediately unless otherwise specified. For any Gas Day for which Paiute has issued an OFO under this section, Unauthorized Overrun Gas shall be subject to the following penalties:

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Original Sheet No. 81A Original Sheet No. 81A : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.1 Daily Contract Entitlement Overrun: (Continued)

- (1) For all Unauthorized Overrun Gas taken in excess of the Daily Authorized Quantity, but less than one hundred two percent (102%) of the Daily Authorized Quantity, no additional charge.
- (2) For that quantity of Unauthorized Overrun Gas taken in excess of one hundred two percent (102%) of Shipper's Daily Authorized Quantity up to one hundred five percent (105%) of Shipper's Daily Authorized Quantity for such day, an amount equal to five dollars (\$5.00) per Dth for such quantity.
- (3) For that quantity of Unauthorized Overrun Gas taken in excess of one hundred five percent (105%) of Shipper's Daily Authorized Quantity for such day, an amount equal to ten dollars (\$10.00) per Dth for such quantity.

For any Gas Day for which Paiute has not issued an OFO under this section, all quantities of Unauthorized Overrun Gas shall be subject to a penalty charge per dekatherm that is two times the maximum Usage Charge applicable to Rate Schedule IT-1, as specified on Sheet No. 10 of this tariff.

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Substitute First Revised Sheet No. 82 Substitute First Revised Sheet No. 82 : Effective
Superseding: Original Sheet No. 82

GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.2 Restricted Entitlement Events:

(a) Restricted Delivery--Paiute System

- (1) Applicability: This section applies to both firm and interruptible transportation service under Rate Schedules FT-1 and IT-1 when Paiute initiates general system entitlement restrictions to alleviate operating conditions or events which threaten or could threaten the safe operation or integrity of Paiute's system. Conditions or events that may trigger the imposition of restricted entitlements include unscheduled interruptions or curtailments of service, force majeure events on Paiute's system and/or the systems of upstream pipelines (such as pipeline, compressor, or storage facility failures), excess linepack drafting or packing, and unexpected extreme weather conditions. An explicit operational flow order (OFO) statement (verbal or written) by Paiute is required to activate this section. The OFO may be issued at any time during the Gas Day, using the procedures set forth in Section 4.6(f) of the General Terms and Conditions, and will be effective immediately unless otherwise specified. The OFO may be issued for either overrun or underrun situations and may be applicable to all Shippers or to individual Shippers taking more or less gas from the system than the quantities scheduled for delivery to such Shippers. Paiute shall specify in the OFO statement whether the entitlement event is an overrun or underrun entitlement.
- (2) Daily Scheduled Quantity: The quantity of gas scheduled pursuant to Section 4.2 and/or Section 4.6 of the General Terms and Conditions of this tariff shall constitute the maximum quantity that Paiute is obligated to deliver to Shipper (Daily Scheduled Quantity).
- (3) Any quantity taken by Shipper in excess of the Daily Scheduled Quantity during an OFO period applicable to an overrun situation shall constitute an Unauthorized Daily Overrun. Any quantity taken by a Shipper less than the Daily Scheduled Quantity during an OFO period applicable to an underrun situation shall constitute an Unauthorized Daily Underrun. An Unauthorized Daily Overrun and an Unauthorized Daily Underrun are subject to the following penalties:

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GENERAL TERMS AND CONDITIONS

(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.2 Restricted Entitlement Events: (Continued)

- a. No penalty shall apply to Unauthorized Daily Overrun or Unauthorized Daily Underrun gas that is less than or equal to three percent of the Daily Scheduled Quantity.
- b. A penalty of the greater of five dollars (\$5.00) or two times the highest price receipt point for Northwest listed in Gas Daily (or a successor publication) shall apply to all Unauthorized Daily Overrun or Unauthorized Daily Underrun gas for each dekatherm that is in excess of three percent and not greater than five percent of the Daily Scheduled Quantity. This penalty will apply each day that Shipper fails to comply with the OFO during the OFO period.
- c. A penalty of the greater of ten dollars (\$10.00) or four times the highest price receipt point for Northwest listed in Gas Daily (or a successor publication) shall apply to all Unauthorized Daily Overrun or Unauthorized Daily Underrun gas for each dekatherm that is in excess of five percent of the Daily Scheduled Quantity. This penalty will apply each day that Shipper fails to comply with the OFO during the OFO period.

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GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.2 Restricted Entitlement Events: (Continued)

(b) Restricted Entitlements by Upstream Pipelines

- (1) Applicability: This section applies to both firm and interruptible transportation service when an upstream pipeline has invoked a Declared Entitlement Period or similar tariff provisions limiting overrun or underrun quantities, and Paiute, as the receiving party, has incurred penalties from such upstream pipeline. Upon notice from the upstream pipeline of such invocation, Paiute will notify each Shipper, using the procedures set forth in Section 4.6(f) of the General Terms and Conditions, that a Declared or Restricted Entitlement Period exists, and shall specify each period as either an overrun or an underrun entitlement such that only one penalty condition may exist at one time. In the event an underrun situation exists, Paiute will notify each Shipper of the quantities required to be taken within the next seventy-two (72) hours to eliminate the unauthorized underrun imbalance.
- (2) Daily Scheduled Quantity: The quantity of gas scheduled pursuant to Section 4.2 and/or Section 4.6 of the General Terms and Conditions of this tariff shall constitute the maximum quantity that Paiute is obligated to deliver to Shipper (Daily Scheduled Quantity).

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GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.2 Restricted Entitlement Events: (Continued)

- (3) For each day of an overrun entitlement period, any quantity taken by Shipper in excess of its Daily Scheduled Quantity shall constitute an Unauthorized Daily Overrun, and shall be subject to a penalty, but only in the event that Paiute has been assessed penalties by the upstream pipeline for the Declared or Restricted Entitlement Period. In such event, Paiute shall recover from its Shippers an amount of penalty revenues equal to the amount that Paiute has been assessed by the upstream pipeline. Paiute shall allocate such penalty amount among its Shippers on a pro rata basis, based upon each Shipper's total Unauthorized Daily Overrun quantity for the entitlement period compared to the total of all Shippers' Unauthorized Daily Overrun quantities for the entitlement period.

- (4) For each day of an underrun entitlement period, any quantity taken by Shipper that is less than its Daily Scheduled Quantity shall constitute an Unauthorized Daily Underrun, and shall be subject to a penalty, but only in the event that Paiute has been assessed penalties by the upstream pipeline for the Declared or Restricted Entitlement Period. In such event, Paiute shall recover from its Shippers an amount of penalty revenues equal to the amount that Paiute has been assessed by the upstream pipeline. Paiute shall allocate such penalty amount among its Shippers on a pro rata basis, based upon each Shipper's total Unauthorized Daily Underrun quantity for the entitlement period compared to the total of all Shippers' Unauthorized Daily Underrun quantities for the entitlement period.

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GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.3 Balancing:

- (a) Applicability: This section applies to both firm and interruptible transportation service under Rate Schedules FT-1 and IT-1. The balancing of amounts scheduled and amounts taken by Shipper shall be on a thermally equivalent basis, taking into account Shipper's allocated portion of the Gas Used by Paiute. Such balancing shall be achieved on a daily basis in accordance with this Section 5.3, subject to Shipper's right, upon Paiute's approval, to vary amounts scheduled and amounts taken from time to time within limits specified by Paiute. Such balancing shall be measured by comparing the quantities scheduled for receipt by Paiute from Shipper at the Receipt Point(s), less Gas Used by Paiute, with the quantities taken by Shipper from Paiute at the Delivery Point(s). Shipper shall be subject to penalty payments as set forth below for any imbalances between quantities scheduled and amounts taken by Shipper that are outside the imbalance tolerance ranges set forth in Sections 5.3(c) and 5.3(d) below.

Shipper shall eliminate any cumulative imbalance between amounts scheduled and amounts actually taken by Shipper within sixty (60) days after its Service Agreement is terminated.

- (b) Responsibility of Shipper: It is the responsibility of Shipper to control, and if necessary, adjust amounts scheduled by Shipper at the Receipt Point(s), and amounts taken by Shipper at the Delivery Point(s) in order to maintain a daily balance between the two quantities. Paiute shall not be obligated to receive or deliver gas in excess of the quantities scheduled by Shipper, nor shall Paiute be obligated to deliver to Shipper at the Delivery

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GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.3 Balancing: (Continued)

Point(s) quantities in excess of the quantities scheduled by Shipper at the Receipt Point(s). Paiute will monitor, to the best of its ability, amounts scheduled and amounts taken by Shipper, and based upon information available, notify Shipper of any imbalance situation which has occurred or may occur unless corrective action is taken. Upon notification, Shipper shall be obligated to adjust amounts scheduled and amounts taken to correct or avoid any imbalance. Any adjustment to amounts scheduled and amounts taken by Shipper, whether or not pursuant to notification from Paiute, shall be coordinated with Paiute's gas dispatchers and shall be in accordance with Paiute's scheduling procedures. In order to balance quantities scheduled and quantities taken by Shipper pursuant to the executed Service Agreement with Shipper, Paiute shall not be obligated to accept quantities of gas for the account of Shipper or deliver gas to Shipper at points other than as originally scheduled by Shipper and accepted by Paiute pursuant to said Service Agreement.

- (c) Shipper's Failure to Control Daily Imbalance: When on any day Shipper fails to control amounts scheduled versus amounts taken by Shipper at the Delivery Point(s) in accordance with Section 5.3(b) hereof, to the extent that an imbalance accrues on such day, the following procedures shall be implemented:

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GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.3 Balancing: (Continued)

- (1) Any Shipper whose daily imbalance falls outside a tolerance range of plus or minus ten percent (10%) of Shipper's scheduled quantity for such day or five hundred (500) Dth, whichever is greater, shall be notified by Paiute of such imbalance. After either verbal or written notification, by Paiute, Shipper shall take the necessary corrective action to correct or avoid the daily imbalance situation. Unless Shipper and Paiute's dispatcher reach an agreement to provide Shipper with additional time, such action shall be taken at the time of Shipper's next scheduling pursuant to Section 4.2(a) of the General Terms and Conditions of this tariff. In all cases, the Shipper shall have a minimum of forty-eight (48) hours after such scheduling to correct the imbalance.
- (2) In the event Shipper fails to fully implement the corrective action as agreed upon or prescribed pursuant to Section 5.3(c)(1) hereof, Shipper shall, commencing on the date on which corrective action was to be completed, be assessed a penalty, for each day thereafter and until such corrective action has been completed. The penalty shall be five dollars (\$5.00) per Dth and shall be applied to those quantities that each day remain outside of the tolerance range specified in Section 5.3(c)(1) hereof.
- (3) Paiute will not invoke the above procedures, and will waive the above imbalance penalties, if, in Paiute's reasonable judgment, Shipper's actions have not jeopardized Paiute's ability to operate its system or impaired Paiute's ability to meet its other service obligations. Penalties or waivers of penalties will be applied uniformly and in a non-discriminatory manner.

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GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.3 Balancing: (Continued)

- (d) Shipper's Failure to Control Monthly Cumulative Imbalance:
When Shipper fails to control amounts scheduled versus
amounts taken by Shipper at the Delivery Point(s) such that
at the end of any month a cumulative imbalance exists, the
following procedures shall be implemented:

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GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.3 Balancing: (Continued)

- (1) If an upstream pipeline indicates that the total quantities delivered to Paiute from such pipeline during the month have created a cumulative imbalance such that cumulative delivered quantities are less than ninety-five percent (95%) or greater than one hundred five percent (105%) of the total of the cumulative daily quantities scheduled for receipt by Paiute at the applicable Receipt Point under Paiute's Rate Schedules FT-1 and IT-1 at the end of that month, the following shall apply:
 - a. Any Shipper whose cumulative monthly imbalance falls outside a tolerance range of plus or minus five percent (5%) of the sum of Shipper's daily scheduled quantities at the end of the month shall be notified by Paiute. Shipper shall have forty-five (45) days after notification by Paiute to reduce its cumulative imbalance to a level that is within such acceptable tolerance range. The makeup of imbalance gas in the forty-five (45) day period shall include any further monthly cumulative imbalance quantities incurred after the notification to Shipper through the forty-fifth (45th) day.
 - b. In the event Shipper fails to reduce its cumulative imbalance as prescribed pursuant to Section 5.3(d)(1)a hereof, Shipper shall be assessed a penalty, but only in the event that Paiute is assessed penalties by the upstream pipeline for a cumulative monthly imbalance. In such event, Paiute shall recover from its Shippers an amount of penalty revenues equal to the amount that Paiute has been assessed by the upstream pipeline. Paiute shall allocate such penalty amount among its Shippers on a pro rata basis, based upon each Shipper's remaining imbalance quantity that is outside of the tolerance range specified in Section 5.3(d)(1)a hereof.
- (2) If the upstream pipelines indicate that the total quantities delivered to Paiute from each pipeline at the end of the month are within a tolerance range of ninety-five percent (95%) to one hundred five percent (105%) of the total of the daily quantities scheduled for receipt by Paiute at the applicable Receipt Point under Paiute's Rate Schedules FT-1 and IT-1 at the end of that month, no penalties shall apply.

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GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.3 Balancing: (Continued)

- (e) Paiute shall waive any penalty payments that may otherwise be due pursuant to this Section 5.3 for any imbalance caused by an event of force majeure, as defined in Section 6.1 of the General Terms and Conditions of this tariff, occurring on Paiute's system, occurring on Shipper's system, or occurring on the transmission or gathering system of a third party, and which interferes with the receipt or delivery by Paiute of Shipper's gas. In addition, Paiute will waive any such penalty payments otherwise due from interruptible shippers and capacity release Replacement Shippers whose scheduled gas is bumped during a non-critical period, for the day of the bump.
- (f) Shipper Imbalance Netting: A Shipper may net its imbalances between its service agreements, provided that Paiute will be reimbursed for any difference in transportation revenues that may result from such netting. Where a netting transaction results in an overpayment of transportation revenues to Paiute, Paiute will credit or refund the amount of the overpayment to the Shipper.
- (g) Shipper Imbalance Trading: A Shipper may trade imbalances with another Shipper, provided that the Shipper with an imbalance resulting from deliveries by Paiute in excess of scheduled receipts from Shipper will reimburse Paiute for any difference in transportation revenues that may result from such trading. Where an imbalance trading transaction results in an overpayment of transportation revenues to Paiute, Paiute will credit or refund the amount of the overpayment to the Shipper who made the overpayment. Any trading of Shipper imbalances must result in each Shipper's imbalance decreasing, but not beyond a zero imbalance level.
 - (1) All imbalance trading will be conducted through Paiute's Electronic Bulletin Board or Internet Web Site. If a Shipper desires to trade an imbalance, such Shipper must consent to Paiute's release of necessary information regarding the imbalance.
 - (2) Shippers that trade imbalances are responsible for making whatever arrangements they deem necessary to finalize and document the imbalance trade between them.
 - (3) Paiute will not be responsible for eliminating any imbalances between Shipper and any third party. Furthermore, Paiute will not be obligated to adjust or deviate from its standard operating and accounting procedures in order to alleviate any such imbalances.

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GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.3 Balancing: (Continued)

(h) The NAESB/GISB standards listed below are incorporated into Paiute's tariff by reference. Unless otherwise stated, all NAESB/GISB standards listed below are Version 1.87.

0.3.11 through 0.3.15
2.2.2
2.2.3
2.3.29
2.3.30
2.3.40 through 2.3.50
4.2.1 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
4.2.2 through 4.2.20
4.3.1 through 4.3.3
4.3.5
4.3.7 through 4.3.15
4.3.16 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)] through 4.3.18
4.3.17
4.3.18 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
4.3.20
4.3.22 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
through 4.3.36
4.3.23 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards);
Recommendation R03035A; 2005 Annual Plan Item 8(05/03/05) (Affiliate Order standards)]
4.3.24
4.3.25 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
4.3.2638 through 4.3.62
4.3.645 through 4.3.8869
4.3.8972 through 4.3.9276 (Recommendation R03035A)
4.3.78 through 4.3.87
4.3.89 through 4.3.93
10.2.1 through 10.2.5
10.2.7 through 10.2.38
10.3.1
10.3.3 through 10.3.25

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FERC Docket: RP00-402-003

Original Sheet No. 89B Original Sheet No. 89B : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.4 Overrun and Underrun, Scheduling and Balancing Penalties, General Provisions: (Continued)

under Rate Schedules FT-1 and IT-1 during the calendar year, excluding revenues from ACA surcharges, compared to the total revenues received from all Shippers under Rate Schedules FT-1 and IT-1 during the calendar year, excluding revenues from ACA surcharges. Penalty revenue credits will be allocated only to those Shippers that were not assessed penalties on the day(s) for which such penalty revenues are to be credited. Penalty revenue credits will be reflected as a credit billing adjustment to each March billing for credits accrued during the prior calendar year.

5.5 Penalty Payment for Unauthorized Overrun and Underrun and Failure to Balance:

This Section 5 providing for a penalty payment for unauthorized overrun or underrun and failure to balance shall under no circumstances be considered as giving Shipper any right to overrun or underrun or to maintain imbalances of receipts and deliveries, nor shall such provision or payment be considered as a substitute

GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.4 Overrun and Underrun, Scheduling and Balancing Penalties, General Provisions:

- (a) Overrun and underrun, scheduling and balancing penalties will be levied by Paiute against the Shipper who controls the facilities into which gas is delivered. If the Shipper is receiving transportation on one or more agreements with Paiute, all imbalances will be on that agreement with the Shipper which is last in the determination of delivery categories, as per Section 4.4 of the General Terms and Conditions of this tariff, unless otherwise agreed upon by the parties.
- (b) Overrun and underrun, scheduling and balancing penalties will be assessed in addition to all otherwise applicable charges under Rate Schedules FT-1, IT-1 and LGS-1. In the event that more than one of the penalties specified in Sections 5.1, 5.2 and 5.3(c) of the General Terms and Conditions are applicable to the same volume of gas, Paiute shall assess only one penalty, which shall be the highest of such applicable penalties, upon such gas. No imbalance penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current monthly penalty.
- (c) One hundred percent (100%) of all net penalty revenues received by Paiute pursuant to Sections 5.1(c), 5.2(a), and 5.3(c) of the General Terms and Conditions of this tariff will be credited to Shippers receiving service under Rate Schedules FT-1 and IT-1. Paiute shall net against such penalty revenue amounts that it must pay to an upstream pipeline for penalties assessed to Paiute arising from a restricted entitlement or cumulative imbalance period as described in Sections 5.2(b) and 5.3(d) where Paiute would have collected penalties under Section 5.2(b) and/or 5.3(d) but for the application of Section 5.4(b). The credits will be allocated pro rata based on the total revenues received from each Shipper

GENERAL TERMS AND CONDITIONS
(Continued)

5. OVERRUN AND UNDERRUN, BALANCING AND PENALTY PAYMENTS (Continued)

5.5 Penalty Payment for Unauthorized Overrun and Underrun and Failure to Balance: (Continued)

for any other remedy available to Paiute against the offending Shipper for failure to respect its obligation to stay within its authorized quantities. Paiute shall have the right to take action to correct imbalances which threaten the integrity of its system, including maintenance of service to other Shippers.

6. FORCE MAJEURE

6.1 Relief From Liability:

Neither party shall be liable in damages to the other on account of "force majeure" occasioned by any act, omission or circumstances occasioned by or in consequence of any act of God, strikes, insurrections, riots, epidemics, landslides, lightning, earth quakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, failure of upstream gas supply facilities, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or not, and not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to settle or prevent any strikes or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

6.2 Liabilities Not Relieved:

Neither Shipper nor Paiute shall be relieved from liability in the event of its concurring negligence or failure on its part to use due diligence to remedy the force majeure and remove the cause with all reasonable dispatch, nor shall such causes or contingencies affecting performance of any agreement relieve either party from its obligations to make payments when due in respect of service theretofore provided.

GENERAL TERMS AND CONDITIONS
(Continued)

7. PROCEDURES FOR OBTAINING SERVICE

Paiute is an open-access transporter pursuant to the regulations adopted in the Commission's Order Nos. 436 and 500. As such, all of the provisions of this tariff, as well as the provisions of any related executed Service Agreements, are to be interpreted in a manner consistent with the requirement that Paiute will provide all services in a manner which is not unduly discriminatory. This Section 7 sets forth the procedures for requesting and obtaining transportation and storage services from Paiute.

7.1 Contracting for Annual and Daily Firm Transportation Capacity:

Firm transportation service under Rate Schedule FT-1 shall be provided when, and to the extent that, Paiute determines that firm capacity is available in Paiute's existing facilities. Firm capacity, to the extent available on or after November 14, 1988, shall be made available to potential Shippers on a first-come, first-served basis, based on the date of receipt by Paiute of a completed request complying with the requirements of Section 7.3 hereof, for firm transportation service. Requests received from potential Shippers on the same day shall be treated as having equal priority, and available capacity will be prorated among such Shippers. A request shall be deemed to be "complete" when it conforms to the requirements of Section 7.3 hereof. Paiute shall promptly acknowledge in writing whether or not a received request is complete.

7.2 Contracting for Annual and Daily Interruptible Transportation Capacity:

Interruptible transportation service under Rate Schedule IT-1 shall be provided when, and to the extent that, Paiute determines that interruptible capacity is available in Paiute's existing facilities. Interruptible capacity will be made available on a first-come, first-served basis to any Shipper who has furnished Paiute with a completed request complying with the requirements of Section 7.3 hereof, which is accepted by Paiute in an executed Service Agreement for service under Rate Schedule IT-1, and such Shipper will be entitled to priority over any Shipper furnishing Paiute with a completed request at a later date, and shall be unaffected by and shall have priority over subsequent requests for service under Rate Schedule IT-1. Requests received from potential Shippers on the same day shall be treated as having equal priority, and available capacity will be prorated among such Shippers.

GENERAL TERMS AND CONDITIONS
(Continued)

7. PROCEDURES FOR OBTAINING SERVICE (Continued)

7.3 Processing Requests for Transportation Service:

Requests for transportation service shall be made by, and shall be deemed to be complete upon, the potential Shipper's providing the information specified in this section in writing to Paiute, Attention Vice President/General Manager. Requests for service under Rate Schedule IT-1 will be invalid and will not be accepted or processed if service is requested to commence later than six (6) months after the information specified in this section is provided to Paiute. Requests for service under Rate Schedule FT-1, shall be accompanied by a prepayment equal to two (2) months' maximum Reservation Charges or five thousand dollars (\$5,000), whichever is less, to be applied toward the Reservation Charges due once service commences. The following information must be provided with a request for transportation service:

- (a) Name, business address, and phone number of Shipper.
- (b) Type of Transportation Service Requested: firm or interruptible.
- (c) Gas Quantities: The requested quantities of Reserved Capacities (if firm transportation service is requested), the maximum daily quantity to be transported (if interruptible transportation service is requested), the maximum daily quantity applicable to each delivery point, and the maximum annual quantity by receipt point(s) and delivery point(s), to be stated individually in both Mcf and Dth.
- (d) Delivery Point(s):
 - (1) Point(s) of delivery by Paiute;
 - (2) The name of the pipeline, local distribution company or other entity receiving the gas downstream of Paiute at each delivery point.
- (e) Term of Service:
 - (1) Date service requested to commence; and
 - (2) Date service requested to terminate.

GENERAL TERMS AND CONDITIONS
(Continued)

7. PROCEDURES FOR OBTAINING SERVICE (Continued)

7.3 Processing Requests for Transportation Service: (Continued)

- (f) Performance: A letter from Shipper certifying that Shipper has or will have title to the gas upon its delivery to Paiute for transportation and has entered into or will enter into those arrangements necessary to assure all upstream and downstream transportation will be in place prior to the commencement of service under the executed Service Agreement.

Upon receipt of all of the information specified above, and any applicable prepayment, Paiute shall, within forty-five (45) days after such receipt, prepare and tender to the potential Shipper for execution a Service Agreement in the appropriate form contained in this tariff; provided however, that if Shipper has requested firm transportation service and Paiute has determined that firm transportation capacity is not available in accordance with Section 7.1 hereof, then within forty-five (45) days after such receipt, Paiute shall apprise Shipper that capacity is not available and shall provide Shipper with the option to:

- (1) Preserve its request for firm transportation service on file with Paiute for a future time when capacity becomes available, in which event Paiute shall retain Shipper's prepayment, to be applied along with interest to the prepayment to be calculated in accordance with Section 154.67(c)(2)(iii) of the Commission's Regulations toward the Reservation Charges due once service commences, or
- (2) Withdraw its request for firm transportation service, in which event Paiute shall promptly return Shipper's prepayment.

If Shipper fails to execute a tendered Service Agreement within thirty (30) days of the date tendered, then Shipper's request for transportation service shall be deemed null and void, and Paiute will promptly return any prepayment made under this Section 7.3.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 75-004

Original Sheet No. 94 Original Sheet No. 94 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

7. PROCEDURES FOR OBTAINING SERVICE (Continued)

7.4 Verification:

As a condition to providing service under Section 284.102 of the Commission's Regulations for any Shipper under this tariff, Shipper shall provide certification including sufficient information to verify that its services qualify under said section. Prior to commencing transportation service described in Section 284.102(d)(3) of the Commission's Regulations, Paiute must receive the certification required from a local distribution company or an intrastate pipeline pursuant to Section 284.102(d)(3).

7.5 Shipper's Failure To Tender Gas For Transportation:

If a Shipper that has executed a Service Agreement fails, on the later of the date service is to commence or fifteen (15) days after Shipper and Paiute have both executed the Service Agreement or the completion of construction of any necessary facilities or the issuance of any necessary certificate authorization, to nominate pursuant to Section 4.2 of the General Terms and Conditions of this tariff any quantity of gas for transportation or fails, having nominated a quantity of gas and Paiute having scheduled the quantity for transportation pursuant to Section 4.2 of the General Terms and Conditions of this tariff, to tender any gas for transportation, then Shipper's Service Agreement shall be terminated and Shipper's request for service shall be deemed null and void; provided however, that Shipper's Service Agreement shall not be terminated nor shall Shipper's request for service be deemed null and void if Shipper's failure to nominate or tender is caused by an event of force majeure or an interruption of service as set forth in Section 4.6 and Section 6.1 of the General Terms and Conditions of this tariff; provided further, that a Shipper under Rate Schedule FT-1 will not have its Service Agreement terminated or its request for service deemed null and void under this Section 7.5 hereof if it pays its first bill for service under such Rate Schedule FT-1 by the due date for such bill.

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First Revised Sheet No. 95 First Revised Sheet No. 95 : Effective
Superseding: Original Sheet No. 95

GENERAL TERMS AND CONDITIONS
(Continued)

7. PROCEDURES FOR OBTAINING SERVICE (Continued)

7.6 Creditworthiness of Shipper or Persons Requesting Service:

If in any month Shipper fails to pay Paiute for properly billed amounts under any rate schedule, or seeks protection from creditors in bankruptcy or reorganization, or is reported by reliable sources to have defaulted on an obligation to any creditor, Paiute shall notify Shipper of the need to prepay two (2) months' estimated bills, and Paiute may refuse to receive or deliver natural gas pending corrective action by Shipper.

If any person requesting service under this tariff is in bankruptcy or reorganization, or has a poor credit history, as established by a reliable credit reporting agency, or has so few assets in the state in which Paiute operates as to make enforcement of any judgment against such person doubtful, Paiute may refuse to accept and may reject a request for service hereunder until and unless such Shipper prepays an amount equal to two (2) months' estimated bills.

The following procedures shall apply to the exchange of information between Paiute and Shipper when Paiute is evaluating Shipper's creditworthiness:

- (a) If Paiute requests additional information to be used for credit evaluation after the initiation of service, Paiute, contemporaneous with the request, should provide its reason(s) for requesting the additional information to Shipper and designate to whom the response should be sent. Paiute and Shipper may mutually agree to waive the requirements of this subpart.
- (b) Upon receipt of either an initial or follow-up request from Paiute for information to be used for creditworthiness evaluation, Shipper's authorized representative(s) should acknowledge receipt of Paiute's request. Paiute and Shipper may mutually agree to waive the requirements of this subpart.

GENERAL TERMS AND CONDITIONS
(Continued)

7. PROCEDURES FOR OBTAINING SERVICE (Continued)

7.6 Creditworthiness of Shipper or Persons Requesting Service:
(Continued)

- (c) Shipper's authorized representative(s) should respond to Paiute's request for credit information, as allowed by Paiute's tariff, on or before the due date specified in the request. Shipper should provide all the credit information requested by Paiute or provide the reason(s) why any of the requested information was not provided.
- (d) Upon receipt from Shipper of all credit information provided pursuant to applicable NAESB/GISB standards, Paiute should notify Shipper's authorized representative(s) that it has received such information. Paiute and Shipper may mutually agree to waive the requirements of this subpart.
- (e) Shipper should designate up to two representatives who are authorized to receive notices regarding Shipper's creditworthiness, including requests for additional information, pursuant to the applicable NAESB/GISB standards and should provide to Paiute the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses should be provided via Internet e-mail, unless otherwise agreed to by the parties. The obligation of Paiute to provide creditworthiness notifications is waived until the above requirement has been met. Shipper should manage internal distribution of any creditworthiness notices that are received.

Paiute should designate, on its Internet website or in written notices to Shipper, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Shipper's creditworthiness. Shipper's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and Paiute should manage internal distribution of any such confirmations.

- (f) At any time after Shipper is determined to be non-creditworthy by Paiute, Shipper may initiate a creditworthiness re-evaluation by Paiute. As part of Shipper's re-evaluation request, Shipper should either update or confirm in writing the prior information provided to Paiute related to Shipper's creditworthiness. Such update should include any event(s) that Shipper believes could lead to a material change in Shipper's creditworthiness.

GENERAL TERMS AND CONDITIONS
(Continued)

7. PROCEDURES FOR OBTAINING SERVICE (Continued)

7.6 Creditworthiness of Shipper or Persons Requesting Service:
(Continued)

- (g) After Paiute's receipt of Shipper's request for re-evaluation, including all required information pursuant to subpart (f) ("Shipper's Request"), within five (5) Business Days, Paiute should provide a written response to Shipper's Request. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for Paiute's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of Shipper's Request unless specified in Paiute's tariff or if the parties mutually agree to some later date.
- (h) In complying with the creditworthiness related notifications pursuant to the applicable NAESB/GISB standards, Shipper(s) and Paiute may mutually agree to other forms of communication in lieu of Internet e-mail notification.

8. POSSESSION OF GAS AND RESPONSIBILITY

As between Paiute and Shipper, Shipper shall be deemed to be in control and possession of the gas until it has been delivered to Paiute for transportation at the Receipt Point. Paiute shall thereupon be deemed to be in control and possession of the gas until the equivalent Dths shall have been delivered to Shipper at the Delivery Point(s), other than the LNG Plant and LPG Plant Delivery Points, after which Shipper shall be deemed to be in control and possession. Shipper shall have no responsibility with respect to any gas after it has been delivered to Paiute at the Receipt Point on account of anything which may be done, happen or arise with respect to said gas, until the equivalent Dths are delivered to Shipper at the Delivery Point(s), other than the LNG Plant and LPG Plant Delivery Points.

Paiute shall have no responsibility with respect to said gas prior to its delivery to Paiute at the Receipt Point, or after its delivery to Shipper at the Delivery Point(s), other than the LNG Plant and LPG Plant Delivery Points, or on account of anything which may be done, happen or arise with respect to said gas prior to such receipt or after such delivery.

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FERC Docket: RS92- 75-004

Original Sheet No. 96 Original Sheet No. 96 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

9. WARRANTY OF TITLE

9.1 Warranty:

Paiute accepts Shipper's gas at the Receipt Point subject to the understanding that Shipper warrants that it will at the time of delivery of gas to Paiute for transportation have good title to all gas so delivered to Paiute, free and clear of all liens, encumbrances and claims whatsoever, that it will at such time of delivery have the right to deliver such gas to Paiute, and that it will indemnify Paiute and hold Paiute harmless from all adverse claims of any and all persons to such gas.

Subject to the foregoing, Paiute warrants that it will at the time of delivery of the transported gas to Shipper at the Delivery Point(s) have the right to deliver said gas free and clear of all liens, encumbrances and claims whatsoever, and that it will indemnify Shipper and hold Shipper harmless from all adverse claims of any and all persons to such gas.

9.2 Buy/Sell:

Buy/Sell arrangements are those in which Shipper takes title to natural gas upstream of Paiute's receipt point in a transaction with a third party with the understanding and commitment that after the gas has been transported on Paiute's system and delivered to Shipper at the delivery point, such gas will be returned to the third party and title to the gas reconveyed to the third party. All buy/sell arrangements existing on the date Paiute's capacity releasing mechanism goes into effect will be grandfathered. Shipper warrants that the gas which it tenders for firm transportation will not be acquired by Shipper under buy/sell arrangements executed after the date Paiute's capacity release mechanism goes into effect. Further, at such date Shipper shall identify existing grandfathered buy/sell arrangements, underlying its Firm Service Agreements with Paiute, and provide such information to Paiute for posting on its bulletin board pursuant to Section 18 of these General Terms and Conditions.

Effective Date: 05/01/2001 Status: Effective
FERC Docket: RP01-344-000

Third Revised Sheet No. 97 Third Revised Sheet No. 97 : Effective
Superseding: Second Revised Sheet No. 97

GENERAL TERMS AND CONDITIONS
(Continued)

10. BILLING AND PAYMENT

10.1 Billing:

The imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be prepared on or before the 9th business day after the end of the production month. Rendered is defined as postmarked, time-stamped and delivered to the designated site. Unless otherwise agreed, transportation invoices should state the net billing rate, rather than the maximum discount tariff rate and the discount amount. Subject to regulatory and/or contractual consideration for standardizing billing units on invoices, use Dekatherms (Gigajoules in Canada, with a standard conversion calculation) only on invoices to be consistent with standards proposed for Nominations, should differentiate between transportation and storage transactions through charge codes, and should use the same electronic format. Invoices should be based on actual (if available) or best available data. Quantities at points where OBAs exist should be invoiced based on scheduled quantities. Required invoice backup data should accompany or precede the invoice. All transfer imbalances should be clearly identified as a separate charge type.

10.2 Payment:

On or before the tenth (10th) day after the date of Paiute's invoice, Shipper shall make payment to Paiute for all amounts due, as set forth on the invoice referred to in Section 10.1, identifying invoice number(s) on all payments. Party making payment shall submit supporting documentation; Paiute will apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail shall be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance Detail is due within two business days of the payment due date. Such payment shall be made in immediately-available funds on or before the due date to a depository designated by Paiute. If the tenth (10th) day falls on a day that the designated depository is not open in the normal course of business to receive Shipper's payment, then Shipper's payment shall be made on or before the business day prior to the tenth (10th) day that such depository is available.

Effective Date: 05/01/2001 Status: Effective
FERC Docket: RP01-344-000

Third Revised Sheet No. 98 Third Revised Sheet No. 98 : Effective
Superseding: Second Revised Sheet No. 98

GENERAL TERMS AND CONDITIONS
(Continued)

10. BILLING AND PAYMENT (Continued)

10.3 Suspension of Service for Non-Payment:

Should Shipper fail to pay all of the amount of any bill for service rendered under an executed Service Agreement, as herein provided, when such amount is due, interest on the unpaid portion of the bill shall accrue at the then effective rate computed in the manner set forth in Section 154.501 of the Commission's Regulations from the due date until the date of payment. If such failure to pay continues for thirty (30) days after payment is due, Paiute, in addition to any other remedy it may have hereunder, may, subject to requirements of regulatory bodies having jurisdiction, suspend further service until such amount is paid; provided however, that prior to such suspension of service, Paiute shall inform Shipper in a "first notice" that it has twenty (20) days to pay its bill, and in a "second notice" Paiute shall inform Shipper and the Commission that service to Shipper will be suspended in ten (10) days unless the bill is paid.

If Shipper, in good faith, shall dispute the amount of any such bill or parts thereof, Shipper shall pay to Paiute the portion not in dispute and provide documentation identifying the basis for the dispute. At any time thereafter, within thirty (30) days of a demand made by Paiute, Shipper shall furnish good and sufficient surety bond, guaranteeing payment to Paiute of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement or judgment of the courts as may be the case. Paiute shall not be entitled to suspend further service unless and until default be made in the conditions of such bond.

10.4 Delayed Bill:

If presentation of a bill to Shipper by Paiute is delayed after the ninth (9th) Business Day of the month, then the time of payment shall be extended accordingly, unless Shipper is responsible for such delay.

10.5 Adjustment of Overcharge and Undercharge:

If it shall be found that at any time or times Shipper has been overcharged or undercharged in any form whatsoever under the provisions hereof as a result of an error in billing for which Paiute is solely responsible, and Shipper shall have actually paid the bill containing such overcharge or undercharge, then within thirty

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Third Revised Sheet No. 98A Third Revised Sheet No. 98A : Effective
Superseding: Second Revised Sheet No. 98A

GENERAL TERMS AND CONDITIONS
(Continued)

10. BILLING AND PAYMENT (Continued)

10.5 Adjustment of Overcharge and Undercharge: (Continued)

(30) days after the final determination thereof, Paiute shall refund the amount of any such overcharge with interest thereon at the then effective rate computed in the manner set forth in Section 154.501 of the Commission's Regulations from the time such overcharge was paid to the date of refund, and Shipper shall pay the amount of any such undercharge, but without interest.

10.6 Order of Discounts:

If Paiute charges less than the maximum reservation rate for transportation service provided under Rate Schedule FT-1, Paiute will recognize all discounts as being deducted from the maximum base rate reservation charge.

10.7 Prior Period Adjustments:

Prior Period Adjustments will be limited to six (6) months from the date of the initial transportation invoice with a three (3) month rebuttal period, excluding government required rate changes. This standard will not apply in the case of deliberate omission, misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights will not otherwise be diminished by this standard. Prior period adjustments are reported by production date, but they do not have to be invoiced separately by production month, nor is each production month a separate paper invoicing page. The Statement of Account should report outstanding balances by invoice.

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FERC Docket: RP09-703-000

Fifth Revised Sheet No. 98B Fifth Revised Sheet No. 98B
Superseding: Substitute Fourth Revised Sheet No. 98B

GENERAL TERMS AND CONDITIONS
(Continued)

10. BILLING AND PAYMENT (Continued)

10.8 NAESB GISB Standards Incorporated by Reference:

The NAESB/GISB standards listed below are incorporated into Paiute's tariff by reference. Unless otherwise stated, all NAESB/GISB standards listed below are Version 1.87.

- 3.3.1
- 3.3.2
- 3.3.6
- 3.3.8
- 3.3.11 through 3.3.13
- 3.3.20
- 3.3.22 through 3.3.26
- 3.4.1 through 3.4.4
- 4.2.1 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
- 4.2.2 through 4.2.20
- 4.3.1 through 4.3.3
- 4.3.5
- 4.3.7 through 4.3.15
- 4.3.16 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
through 4.3.18
- 4.3.17
- 4.3.18 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
- 4.3.20
- 4.3.22 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
through 4.3.36
- 4.3.23 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards);
Recommendation R03035A; 2005 Annual Plan Item 8(05/03/05)
(Affiliate Order standards)]
- 4.3.24
- 4.3.25 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
- 4.3.38 4.3.26 through 4.3.62
- 4.3.654 through 4.3.8869
- 4.3.8972 through 4.3.9276 (Recommendation R03035A)
- 4.3.78 through 4.3.87
- 4.3.89 through 4.3.93
- 10.2.1 through 10.2.5
 - 10.2.7 through 10.2.38
- 10.3.1
- 10.3.3 through 10.3.25

Paiute adopts the GISB Model Trading Partner agreement by reference.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 75-004

Original Sheet No. 99 Original Sheet No. 99 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

11. ANNUAL CHARGE ADJUSTMENT (ACA) PROVISION

11.1 Purpose:

The provisions of this Section 11 set forth the procedures, whereby Paiute's rates for its rate schedules contained in this tariff are adjusted in order to recover the annual charges assessed to Paiute by the FERC under Part 382 of the Commission's Regulations.

11.2 Basis of the Annual Charge Adjustment:

The rates to be charged under Paiute's rate schedules shall include a separately identified rate increment for an ACA Unit Surcharge. Such surcharge shall be that increment, adjusted to Paiute's pressure base and heating value, if required, which is authorized on an annual basis by the FERC. The ACA Unit Surcharge shall be reflected on the currently effective Sheet No. 10 of this tariff.

11.3 Filing Procedure:

The notice period shall be as provided in the Commission's Regulations and the proposed effective date of ACA filings shall be October 1 of each calendar year, unless for good cause shown a lesser notice period and different effective date are allowed by valid Commission Order. Any such filing shall not become effective unless it becomes effective without suspension or refund obligation.

11.4 Accounting Procedures:

Paiute will record annual charges in FERC Account No. 928. Pursuant to Section 154.38(d)(6)(ii)(A) of the Commission's Regulations, Paiute will not attempt to recover any annual charges previously recorded in Account No. 928 in a NGA Section 4 rate case.

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GENERAL TERMS AND CONDITIONS
(Continued)

12. LATERAL PIPELINES POLICY

Paiute will not build or contribute to the cost of building any lateral pipelines to transportation shippers. Nothing in this policy statement shall require Paiute to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act ("Act"), and nothing in this policy statement shall prevent Paiute from contesting an application for service filed pursuant to Section 7(a) of the Act. Paiute reserves the right to seek a waiver of the policy set forth herein, for good cause shown, during any proceeding before the Commission instituted under Section 7 of the Act.

13. SEGMENTATION AND BACKHAUL TRANSPORTATION

13.1 To the extent operationally feasible, a firm Shipper may segment its capacity into separate parts for its own use or for the purpose of releasing a portion of its capacity to another Shipper. Subject to the limitations set forth below, such segmentation may be on a primary firm basis (using primary firm receipt and delivery points) or secondary firm basis (using secondary firm receipt and/or delivery points). Any segment must extend from a Receipt Point on Paiute's system to a Delivery Point, except that for purposes of segmentation, the LNG Plant and Wadsworth Junction Receipt Points may also be designated as Delivery Points. Paiute will respond to a Shipper's segmentation request within two business days following the request. If the segmentation request is approved, Paiute will issue new service agreements for each of the segments within one hour of notification to the Shipper that the request is approved.

13.2 Segmentation Without Capacity Release:

- (a) To the extent operationally feasible, a Shipper from time to time may segment its capacity into separate parts for its own use and may nominate up to its applicable Reserved Capacity (i.e., Daily Reserved Capacity or Summer Daily Reserved Capacity) in any segment, provided, however, that if Shipper's Service Agreement contains a limitation on the capacity that Shipper is entitled to use on a particular lateral (LCL), Shipper may nominate, on a primary firm basis, only up to the applicable LCL for any segment that includes a portion of such lateral. Shipper may nominate transportation quantities in excess of its LCL, up to its applicable Reserved Capacity, on a secondary firm basis. If primary firm capacity is available, Shipper may amend its Service Agreement to increase any applicable LCL on a primary basis up to its applicable Reserved Capacity by reducing its primary firm rights on a different lateral to an equivalent extent.

GENERAL TERMS AND CONDITIONS
(Continued)

13. SEGMENTATION AND BACKHAUL TRANSPORTATION (Continued)

13.2 Segmentation Without Capacity Release: (Continued)

- (b) A Shipper that wishes to segment its capacity into separate parts for its own use is subject to the same procedures as apply to the temporary capacity release of segmented capacity under Sections 14 and 15 of the General Terms and Conditions hereof, except that the Shipper's release of capacity to itself will not be biddable. Such transactions will be treated as temporary capacity releases with the Shipper acting as both the Releasing Shipper and the Replacement Shipper. New service agreements will be executed with the Shipper for all new segments. Each Transportation Service Agreement created as a result of segmentation will be effective for a specified period of time. Subject to the provisions of Section 13.2(a), each such agreement will identify (1) a Receipt Point and a Delivery Point, with specified maximum daily quantities that may not exceed Shipper's applicable Reserved Capacity for the segment, and (2) whether, and to what extent, the capacity rights at each point are primary or secondary firm in nature. Shipper's service at each Receipt or Delivery Point will be primary firm only if (1) that point is designated as a primary point in the new segment transportation contract, and (2) only to the extent capacity is available at the point on a primary basis. To the extent primary firm point capacity is not available, Shipper may obtain secondary firm point rights, which are subject to the scheduling priority provisions set forth in Section 4 of the General Terms and Conditions of this tariff. Shipper will have the right to use any available alternate Receipt and Delivery Points on a secondary firm basis, provided that Shipper's total nominations for any segment cannot exceed Shipper's applicable Reserved Capacity under its agreement.

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GENERAL TERMS AND CONDITIONS
(Continued)

13. SEGMENTATION AND BACKHAUL TRANSPORTATION (Continued)

13.2 Segmentation Without Capacity Release: (Continued)

- (c) A Shipper from time to time may submit a nomination for Backhaul Transportation from either the Wadsworth Junction or LNG Plant Receipt Points, and Paiute will schedule such service when and to the extent that it is operationally feasible to do so, i.e., when sufficient forward haul quantities have been scheduled. Backhaul Transportation is defined as any transportation of gas that is not flowing in the same direction as gas flowing from the Owyhee Receipt Point to the termini of the system at the California-Nevada border. Segments nominated for Backhaul Transportation are subject to interruption if forward haul transportation is insufficient to provide the displacement necessary to effectuate the Backhaul Transportation. Backhaul Transportation transactions are considered out-of-path, and will be scheduled on a secondary point basis, pursuant to the scheduling provisions in Section 4 of the General Terms and Conditions. Backhaul Transportation must be nominated under an existing firm or interruptible Transportation Service Agreement, and will be subject to the rates and contract entitlement levels applicable to such agreement, except as provided in Section 13.2(d) hereof. If any portion of the Backhaul Transportation transaction constitutes a forward haul (for example, from the Wadsworth Junction Receipt Point to a Delivery Point on the Elko Lateral), then the Shipper will be required to provide quantities of Gas Used by Paiute. If no forward haul is involved, Shipper will not be required to provide Gas Used by Paiute. If any additional receipt points on the Paiute system become available for Backhaul Transportation service, Paiute will post a notice of such availability on its Internet website within 24 hours of such availability.
- (d) To the extent that Delivery Point capacity is available, Paiute will permit a Shipper to schedule forward hauls up to the lesser of its applicable Reserved Capacity or applicable LCL, and backhauls up to its applicable Reserved Capacity, to the same Delivery Point at the same time for segmented capacity.

GENERAL TERMS AND CONDITIONS
(Continued)

13. SEGMENTATION AND BACKHAUL TRANSPORTATION (Continued)

13.3 Segmentation With Capacity Release:

To the extent operationally feasible, a Shipper from time to time may segment its capacity up to the lesser of its applicable Reserved Capacity or applicable LCL in any segment, and release one or more of such capacity segments to a Replacement Shipper. A Shipper subject to an LCL may nominate transportation quantities in excess of its LCL, up to its applicable Reserved Capacity, on a secondary firm basis. If primary firm capacity is available, Shipper may amend its Service Agreement to increase any applicable LCL on a primary basis up to its applicable Reserved Capacity by reducing its primary firm rights on a different lateral to an equivalent extent.

- (a) For each segment that is released, the Releasing Shipper must identify the primary Receipt Point and primary Delivery Point entitlements that it will retain and the primary Receipt Point and primary Delivery Point entitlements that it will release; provided, however, that a Releasing Shipper may not retain entitlements at a primary Receipt Point or a primary Delivery Point if such point cannot be accessed by the primary capacity pathway rights that it retains. Entitlements at Receipt and Delivery Points that are not primary points in Releasing Shipper's original service agreement will be secondary firm, except to the extent that Paiute determines that physical capacity is available at such point(s).
- (b) For each segment that is acquired, the Replacement Shipper must have Receipt Point and Delivery Point entitlements that are no greater than its Daily Reserved Capacity.

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GENERAL TERMS AND CONDITIONS
(Continued)

13. SEGMENTATION AND BACKHAUL TRANSPORTATION (Continued)

13.3 Segmentation With Capacity Release: (Continued)

Such Replacement Shipper may utilize the primary Receipt Point and/or primary Delivery Point entitlements that are being relinquished by the Releasing Shipper or may select other Receipt Points and/or Delivery Points, where Replacement Shipper's entitlements will be secondary firm except to the extent that Paiute determines that primary firm capacity is available at such points. Replacement Shipper's service at each Receipt or Delivery Point will be primary firm only if (1) that point is designated as a primary point in the Replacement Shipper's transportation contract, and (2) only to the extent capacity is available at the point on a primary basis. To the extent primary firm point capacity is not available, Shipper may obtain secondary firm point rights, which are subject to scheduling priority provisions set forth in Section 4 of the General Terms and Conditions of this tariff.

- (c) Both Releasing and Replacement Shippers may nominate to secondary Receipt and/or Delivery Points anywhere on Paiute's system; provided, however that the combined total of Releasing Shipper's and Replacement Shipper's nominations for any portion of Paiute's system cannot exceed Releasing Shipper's pre-release applicable Reserved Capacity.
- (d) All segmented releases are subject to the capacity release provisions contained in Sections 14 and 15 of the General Terms and Conditions. New service agreements will be executed with the Releasing Shipper for the retained segment(s) and the Replacement Shipper for the released segment.
- (e) A Releasing Shipper or Replacement Shipper using segmented capacity for Backhaul Transportation will be subject to the same provisions as Section 13.2(c) and (d).

13.4 Pre-Scheduling Adjustments to Nominations:

Before any nominations for segmented capacity are confirmed for scheduling in accordance with Section 4.2 of the General Terms and Conditions, Paiute will adjust such nominations, if necessary, as follows:

- (a) If a Shipper's nominations exceed its applicable Reserved Capacity on any portion of Paiute's system, nominations will be reduced to equal such Shipper's applicable Reserved Capacity, using the rankings provided by Shipper among its various packages of gas supplies, where applicable.

GENERAL TERMS AND CONDITIONS
(Continued)

13. SEGMENTATION AND BACKHAUL TRANSPORTATION (Continued)

13.4 Pre-Scheduling Adjustments to Nominations: (Continued)

(b) If the combined total of Releasing and Replacement Shippers' nominations for any portion of Paiute's system exceed Releasing Shipper's pre-release applicable Reserved Capacity, nominations will be reduced to equal such applicable Reserved Capacity in accordance with (1) and (2) below:

(1) Within-the-path nominations will have a higher priority than out-of-path nominations.

(2) To the extent that the combined total of Releasing and Replacement Shippers' out-of-path nominations for any portion of Paiute's system exceed Releasing Shipper's pre-release applicable Reserved Capacity, both the Releasing Shipper's and the Replacement Shipper's nominations will be reduced on a pro rata basis, based on each Shipper's nominations, so that the combined nominations are equal to the Releasing Shipper's pre-release applicable Reserved Capacity.

(c) The above nominations are subject to further reduction by any applicable LCL contained in Shipper's original Service Agreement.

13.5 For purposes of this Section 13, the term "applicable Reserved Capacity," when used herein to refer to Shipper's capacity rights on the portion of Paiute's system between the Owyhee Receipt Point and the LNG Plant, may not exceed Shipper's Daily Reserved Capacity less its Rate Schedule LGS-1 Daily Delivery Capacity.

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GENERAL TERMS AND CONDITIONS

(Continued)

14. CAPACITY RELEASE

14.1 Definitions:

For the purposes of this Section 14, the following definitions will apply to capacity releases.

- (a) Recall Right: A right retained by a Releasing Shipper to reacquire its capacity from the Replacement Shipper for a specified period of time. If the Releasing Shipper wishes to recall capacity to be effective for a gas day, the notice should be provided to the transportation service provider and the acquiring shipper no later than 8:00 a.m. Central Clock Time (6:00 a.m. Pacific Clock Time) on Nomination Day.
- (b) Releasing Shipper: A Firm Shipper or Replacement Shipper under an executed Service Agreement subject to Part 284 of the Commission's Regulations who intends to have Paiute post to the Electronic Bulletin Board all or any portion of its firm service to be released to a Replacement Shipper, or to a Prearranged Replacement Shipper through a prearranged Capacity Release transaction, or which has released firm service.
- (c) Replacement Shipper: A Shipper which has contracted for service with Paiute subject to Part 284 of the Commission's Regulations to utilize a Releasing Shipper's released firm service for a specified period of time. Replacement Shippers must meet all of the terms and conditions of Paiute's tariff as required of any other Shipper.
- (d) Reput Right: A right retained by a Releasing Shipper to re-institute a capacity release to the Replacement Shipper previously awarded capacity which has been recalled without posting. Reput method and rights should be specified at the time of the deal. Reput method and rights are individually negotiated between the Releasing Shipper and Replacement Shipper.
- (e) Potential Replacement Shipper: A Shipper which desires to acquire released firm capacity.
- (f) Prearranged Replacement Shipper: A party who desires to contract directly for or who has contracted directly for capacity which is subject to Part 284 of the Commission's Regulations and who has agreed to the terms of a capacity

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GENERAL TERMS AND CONDITIONS
(Continued)

14. CAPACITY RELEASE (Continued)

14.1 Definitions: (Continued)

release transaction directly with a Releasing Shipper, which terms are posted to the Electronic Bulletin Board. Prearranged Replacement Shippers must meet all of the terms and conditions of Paiutes tariff as required of any other Shipper.

(g) Bidder: A party submitting a bid(s) to Paiutes Electronic Bulletin Board for released capacity.

(h) Open Bidding: Full disclosure of the bid form(s) submitted to the Electronic Bulletin Board, excluding bidders name.

(i) Short-Term Releases: The release of firm capacity for a time period of one year or less.

(j) Long-Term Releases: The release of firm capacity for a time period of more than one year.

(k) The Economic Value of a Bid: For the capacity release business process timing model, only the following methodologies are required to be supported by Paiute and provided to Releasing Shippers as choices from which they may select in determining the awards from the bids Revenue and submitted. They are (1) Highest Rate, (2) Net (3) Present Value.

Other choices of bid evaluation methodology (including other Releasing Shipper-defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of Paiute. However, Paiute is not required to offer other choices or similar timeline treatment for other choices, nor is Paiute held to the timeline should the Releasing Shipper elect another method of evaluation.

(l) Daily Rate: Converting a monthly rate to a daily rate is accomplished by multiplying the monthly rate by the number of months in the rate period, dividing the result by the number of days in the rate period, taking the remainder out

the trans- to 5 decimal places, and rounding up or down to
porters specified decimal place.

GENERAL TERMS AND CONDITIONS
(Continued)

14. CAPACITY RELEASE (Continued)

14.1 Definitions: (Continued)

- (m) Monthly Rate: Converting a daily rate to a monthly rate is accomplished by multiplying the daily rate times the number of days in the rate period, dividing the result by the number of months in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the transporter's specified decimal place.
- (n) A Contingent Bid is defined as (i) a bid that is conditioned upon obtaining released capacity on an upstream pipeline system, and/or (ii) a bid that is conditioned upon the bidder's failure to secure released capacity on Paiute's system from another Releasing Shipper.
- (o) Bidding Period is the period commencing with the posting of an offer to release capacity and terminating upon the specified closing time for receiving bids.
- (p) Open Season: The time period allowed for posting releases and accepting bids.

14.2 General Provisions:

- (a) Any Firm Shipper (Releasing Shipper) is eligible to release all or part of its firm flowing capacity for use by another party (Prearranged Replacement Shipper or Replacement Shipper) for a minimum term of one (1) day and a maximum term not to exceed the remaining term of the Releasing Shipper's firm service agreement. Any Replacement Shipper or Prearranged Replacement Shipper which has previously contracted for Released Capacity may also release the capacity to another party, thereby becoming the Releasing Shipper, subject to the notification and bidding requirements of this Section 14. Paiute will allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations).
- (b) Potential Replacement Shippers may post offers to purchase capacity to the Electronic Bulletin Board. If an offer to purchase results in a Capacity Release being offered, such

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(Continued)

14. CAPACITY RELEASE (Continued)

14.1 Definitions: (Continued)

- (m) Monthly Rate: Converting a daily rate to a monthly rate is accomplished by multiplying the daily rate times the number of days in the rate period, dividing the result by the number of months in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the transporter's specified decimal place.
- (n) A Contingent Bid is defined as (i) a bid that is conditioned upon obtaining released capacity on an upstream pipeline system, and/or (ii) a bid that is conditioned upon the bidder's failure to secure released capacity on Paiute's system from another Releasing Shipper.
- (o) Bidding Period is the period commencing with the posting of an offer to release capacity and terminating upon the specified closing time for receiving bids.
- (p) Open Season: The time period allowed for posting releases and accepting bids.

14.2 General Provisions:

- (a) Any Firm Shipper (Releasing Shipper) is eligible to release all or part of its firm transportation or storage capacity for use by another party (Prearranged Replacement Shipper or Replacement Shipper) for a minimum term of one (1) day and a maximum term not to exceed the remaining term of the Releasing Shipper's firm service agreement. Any Replacement Shipper or Prearranged Replacement Shipper which has previously contracted for Released Capacity may also release the capacity to another party, thereby becoming the Releasing Shipper, subject to the notification and bidding requirements of this Section 14. Paiute will allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations).
- (b) Potential Replacement Shippers may post offers to purchase capacity to the Electronic Bulletin Board. If an offer to purchase results in a Capacity Release being offered, such

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14. CAPACITY RELEASE (Continued)

14.2 General Provisions: (Continued)

release is subject to the bidding requirements of this Section. Offers to purchase capacity must include desired receipt and delivery point(s), contract volume, and contract term and price information.

- (c) A Releasing Shipper may post an offer to release capacity by completing the Request Form for Release of Firm Capacity on Paiute's Electronic Bulletin Board. Basis for released quantity should be per day for transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity. In addition, offers to release capacity may be made by submitting to Paiute in hard copy form the Request Form for Release of Firm Capacity contained in Section 25 of the General Terms and Conditions of this Tariff, or otherwise in a written document that contains at least the following minimum information: the Releasing Shipper's name, contract number, contract quantity per day stated in a numeric quantity only to be released receipt point(s), delivery point(s), commencement date for the release, termination date for the release, whether the release will be subject to recall, any shorter term over which the Releasing Shipper is willing to release, the minimum rate at which the Releasing Shipper is willing to permit release, whether Releasing Shipper will permit contingent bids to be submitted, and any specific conditions of the release. If the Releasing Shipper permits contingent bids to be submitted, the Releasing Shipper must specify a time period following the close of the Bidding Period during which the next highest bidder will remain obligated to take the capacity if the winning contingent bidder decides not to purchase the available capacity. A Releasing Shipper will not be able to specify an extension of the original bid period or the prearranged deal match period, without posting a new release. A winning contingent bidder is obligated to take capacity unless the contingency does not occur. In the event a Releasing Shipper has secured a Prearranged Replacement Shipper, the release request must also identify the rate and term of the bid which such Prearranged Replacement Shipper is willing to pay, the identity of the Prearranged Replacement Shipper,

GENERAL TERMS AND CONDITIONS
(Continued)

14. CAPACITY RELEASE (Continued)

14.2 General Provisions: (Continued)

whether the release is to an asset manager, as defined in Section 284.8 of the Commission's Regulations, the obligation of any asset manager to deliver gas to, or purchase gas from, the Releasing Shipper, whether the release is to a marketer participating in a state-regulated retail access program, as defined in Section 284.8 of the Commission's Regulations, and any other terms and conditions agreed to by the Prearranged Replacement Shipper. Requests to release capacity may, at the option of the Releasing Shipper, provide for the right to recall firm transportation service. Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity in accordance with the procedures prescribed in the applicable NAESB/GISB standards incorporated by reference into Paiute's tariff in Section 14.5 herein. Transportation service providers should support the function of re-putting by Releasing Shippers. Any specific release conditions requested by the Releasing Shipper must be objectively stated, applicable to all bidders, non-discriminatory to other Shippers, and consistent with this Tariff, and must not impair service to other Firm Shippers. A Releasing Shipper may prescribe minimum conditions on acceptable bids. Such minimum conditions need not be posted on the Electronic Bulletin Board until after the close of the Bidding Period. However, if the Releasing Shipper elects not to have such conditions posted during the Bidding Period, the Releasing Shipper must inform Paiute of the minimum conditions and must ensure that notice is posted on the Electronic Bulletin Board that it has established minimum conditions on acceptable bids. If a Releasing Shipper submits an incomplete request form, or if Paiute finds the required conditions operationally infeasible or inconsistent with this Tariff, Paiute will consult with the Releasing Shipper to resolve the problem by the end of business on the day following the posting of the offer to release. Appropriate corrections to the offer to release will be made by Releasing Shipper on the following day. A Releasing Shipper's offer to release capacity may be withdrawn prior to the end of the Bidding Period, but only if such Shipper has an unanticipated need for the capacity.

(d) Bidder must submit bids to Paiute, or shall post directly to the Electronic Bulletin Board, using the Bid Form to Acquire Firm Capacity contained in Section 25 of the General Terms and Conditions of this Tariff. The terms of all bids, excluding the bidder's name, shall be submitted and posted

GENERAL TERMS AND CONDITIONS
(Continued)

14. CAPACITY RELEASE (Continued)

14.2 General Provisions: (Continued)

must as open bids, provided, however, that each bidder
Bidding identify itself to Paiute. At the close of each
Shippers Period, Paiute shall post the accepted Replacement
release, and name, the accepted bid price and term of the
acceptable any previously undisclosed minimum conditions on
prear- bids. Paiute will post offers and bids, including
may request ranged deals, upon receipt. A Releasing Shipper
and Paiute a later posting time for posting of such offer,
with the will support such request insofar as it comports
GISB standard capacity release timeline specified in
Standard 5.3.2.

(e) All times listed for posting of requests for
capacity re- lease and for bidding shall be based on Central
Clock Time.

(f) A Releasing Shipper may specify that bids may be
accepted on a volumetric rate basis, a combination of
volumetric and reservation rates or solely on a reservation rate
basis. The maximum and minimum rate for combination bids
shall be eval- uated using the formula specified in Section
14.1(m) of Paiute's tariff: The monthly rate, when added to
the reservation rate bid, shall not be more than nor
less than the posted Maximum and Minimum Currently Effective
reserva- tion rate. The maximum rate for bids on a
reservation rate basis shall be Paiute's Maximum Currently
Effective reserva- tion rate. The Releasing Shipper has the choice to
specify dollars and cents, or percent of maximum tariff
rate in the denomination of bids and Paiute will support this.
Once the choice is made by the Releasing Shipper, the bids
must comport with the choice. For purposes of bidding and
awarding, maximum/ minimum rates specified by the Releasing Shipper
will include the tariff reservation charge and all demand
surcharges, as a

total number or as stated separately.
Notwithstanding the foregoing, until September 30, 2002, a Releasing Shipper may release capacity at a rate that exceeds Paiute's applicable maximum tariff rate for capacity release transactions of less than one year.

(g) All bids shall be submitted in amounts which a Replacement Shipper or Prearranged Replacement Shipper agrees to pay to Paiute for the right to demand firm service; such bids shall exclude Paiute's surcharges and variable costs applicable to each service as included in Paiute's rates, which rate components must be paid to Paiute by the successful bidding Replacement Shipper or Prearranged Replacement Shipper in

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14. CAPACITY RELEASE (Continued)

14.2 General Provisions: (Continued)

addition to the bid amounts. The Releasing Shipper shall not be responsible for continuing to pay such variable cost and surcharge rate components included in Paiute's rates for the capacity released during the term of each release.

- (h) Paiute shall determine the winning bid. Unless Releasing Shipper specifies otherwise, bids will be evaluated based on the Economic Value of a Bid. If the Economic Value of a bid is equal on more than one bid, Paiute shall determine the winning bid(s) using any non-discriminatory tie-breaking method specified by the Releasing Shipper, and if no method has been specified, then by holding a lottery using a computerized random number generator. A Releasing Shipper may specify and post to Paiute's Electronic Bulletin Board an objectively stated, non-discriminatory standard for Paiute to use in determining the best bid(s), including the criteria to be used by Paiute in evaluating volumetric or combination rate bid(s). If Releasing Shipper provides insufficient criteria for Paiute to use in evaluating volumetric or combination bid(s), Paiute will evaluate volumetric bids based on the rate which is bid and will evaluate combination bids based only on the reservation portion of each bid.
- (i) A Replacement Shipper or Prearranged Replacement Shipper must comply with Section 7.6 of the General Terms and Conditions of this Tariff. Such Shipper must submit a request for prequalification for creditworthiness as a Shipper to Paiute in order to expedite implementation of capacity release service. If no creditworthy bids are submitted, the capacity release process shall terminate, but the Releasing Shipper may elect to request a release of the subject capacity at a later time.
- (j) Releasing Shipper is responsible for payment of reservation charges for the release of transportation capacity, under the Firm Transportation Service Agreement as it existed before any release(s). Paiute shall not be liable to the Releasing Shipper for the revenue credits provided for in Section 15 of the General Terms and Conditions of this

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GENERAL TERMS AND CONDITIONS
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14. CAPACITY RELEASE (Continued)

14.2 General Provisions: (Continued)

Tariff to the extent that any Replacement Shipper fails to pay any applicable reservation charge to Paiute.

Paiute will provide the original Releasing Shipper with Internet e-mail notification reasonably proximate in time with any of the following formal notices given by Paiute to the Releasing Shipper's Replacement Shipper(s), of the following:

- (1) Notice to the Replacement Shipper regarding the Replacement Shipper's past due, deficiency, or default status pursuant to Paiute's tariff;
- (2) Notice to the Replacement Shipper regarding the Replacement Shipper's suspension of service notice;
- (3) Notice to the Replacement Shipper regarding the Replacement Shipper's contract termination notice due to default or credit-related issues; and
- (4) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Paiute's tariff.

Where capacity has been permanently released for the maximum term at the maximum rate by the Releasing Shipper, the Releasing Shipper may request Paiute to amend its Transportation Service Agreement to reflect the release of such capacity. Paiute may agree, in a non-discriminatory manner, to relieve such Shipper of any further liability for payment of the reservation charge applicable to the capacity released under the Transportation Service Agreement.

- (k) When Paiute makes awards of capacity for which there have been multiple bids meeting minimum conditions, Paiute will award the bids, best bid first, until all offered capacity is awarded.

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GENERAL TERMS AND CONDITIONS
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14. CAPACITY RELEASE (Continued)

14.2 General Provisions: (Continued)

- (l) Bidders should specify the minimum Reserved Capacity they desire to secure through each bid in the event bidders submit bids for varying contract quantities and prices and the released capacity is awarded to more than one Shipper. If a bidder is offered less than the minimum amount of Reserved Capacity for which it bid, the bidder need not accept the offered release.
- (m) Bids may be submitted for capacity at receipt or delivery points, subject to the availability of metering capacity at the requested receipt and delivery points. Additionally, Replacement Shipper or Prearranged Replacement Shipper may not request changes to primary receipt and delivery points without the Releasing Shipper's consent. Such changes will result in permanent changes to receipt and delivery points under the Replacement Shipper's Service Agreement and Releasing Shipper's Service Agreement.
- (n) Offers will be binding until written or electronic notice of withdrawal is received by Paiute. A Releasing Shipper has the right to withdraw its offer during the bid period where unanticipated circumstances justify and no minimum bid has been made.

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14. CAPACITY RELEASE (Continued)

14.2 General Provisions: (Continued)

- (o) Bids will be binding until written or electronic notice of withdrawal is received by Paiute and cannot be withdrawn after the bid period ends.
- (p) A bid may be withdrawn prior to the end of the Bidding Period. A Shipper may submit a new bid to replace the withdrawn bid only if the Economic Value of the new bid exceeds the Economic Value of the withdrawn bid.
- (q) Paiute will provide service to a Replacement Shipper or a Prearranged Replacement Shipper pursuant to an executed Service Agreement. Replacement Shipper must execute a Service Agreement prior to submitting a bid, which will include all provisions except for provisions related to price, term, receipt point, delivery point and contract demand. Paiute's accepted Bid Form to Acquire Firm Capacity will constitute an exhibit to the Service Agreement between Paiute and the Replacement Shipper or Prearranged Replacement Shipper. The Request Form for Release of Firm Capacity, along with Paiute's accepted Bid Form to Acquire Firm Capacity, shall also constitute an amendment to the Service Agreement between Releasing Shipper and Paiute, reflecting the release of capacity.
- (r) Paiute may assess a marketing fee to a Releasing Shipper, if agreed upon by both Paiute and Releasing Shipper, pursuant to a separately-negotiated marketing contract, for marketing services to be performed by Paiute.
- (s) All terms of Capacity Release transactions between Paiute, Releasing Shipper and Replacement Shipper or Prearranged Replacement Shipper, must be agreed to through the public notification and posting procedures as specified herein. Except as otherwise provided in this Tariff, any exceptions to this policy shall result in the immediate invalidation of the Capacity Release transaction.
- (t) In the event that the condition(s) underlying a contingent bid is not fulfilled, then the bid shall be deemed null and void, and the released capacity will be awarded to the next highest bidder.

GENERAL TERMS AND CONDITIONS
(Continued)

14. CAPACITY RELEASE (Continued)

14.2 General Provisions: (Continued)

(u) The maximum capacity available for release by each firm shipper is equal to such Shipper's applicable capacity entitlement as set forth in its service agreement.

(v) All offers and bids must be complete, as outlined in Section 14.2(c) of Paiute's General Terms and Conditions, before being posted. Only posted offers and bids will be available electronically.

(w) The capacity release timeline is applicable to all parties involved in the capacity release process; however, it is only applicable if (1) all information provided by the parties to the transaction is valid and the acquiring Shipper has been determined to be creditworthy before the capacity release bid is tendered and (2) there are no special terms or conditions of the release.

14.3 Short-Term Releases (one year or less):

(a) Prearranged Releases Not Subject to Bid: A Releasing Shipper may release capacity to a Prearranged Replacement Shipper without having to comply with the notification and bidding requirements of this Section 14, if the release is (1) to an asset manager, as defined in Section 284.8 of the Commission's Regulations, (2) to a marketer participating in a state-regulated retail access program, as defined in Section 284.8 of the Commission's Regulations, or (3) for any period of thirty-one (31) days or less. A release under this Section 14.3(a) will be posted to the Electronic Bulletin Board by Paiute, using the Posting Form for No-Bid Release Transactions contained in Section 25 of the General Terms and Conditions of this Tariff, as soon as possible, but not later than the first nomination, after the release transaction commences. Such release will be subject to the timeline below.

Seventh Revised Sheet No. 112 Seventh Revised Sheet No. 112
Superseding: Sixth Revised Sheet No. 112

GENERAL TERMS AND CONDITIONS
(Continued)

14. CAPACITY RELEASE (Continued)

14.3 Short-Term Releases (one year or less):
(Continued)

Releasing Shipper and Prearranged Replacement Shipper must comply with Sections 14.2(i), (j) and (q) herein. The Posting Form for No-Bid Release Transactions shall constitute an amendment to both the Service Agreement between Releasing Shipper and Paiute and the Service Agreement between Prearranged Replacement Shipper and Paiute, reflecting the release of capacity. By submitting the Posting Form for No-Bid Release Transactions, Releasing Shipper warrants that it has entered into a binding contract with a Prearranged Replacement Shipper on terms, consistent with those identified on the Posting form. A Releasing Shipper may not roll over, extend, or in any way continue a release to the same Replacement Shipper, where the first release was exempt from bidding using the 31 days or less exemption described hereinabove, until twenty-eight (28) days after the first release period has ended. The 28-day hiatus does not apply to any release to the same Replacement Shipper that is posted for bidding or that is a release (1) to an asset manager, as defined in Section 284.8 of the Commission's Regulations, (2) to a marketer participating in a state-regulated retail access program, as defined in Section 284.8 of the Commission's Regulations, or (3) for more than one year at the applicable maximum reservation charge. The following posting and notification procedures shall apply to a release under this Section 14.3(a):

Timely Nomination Cycle:

bid are due * Posting of prearranged deals not subject to
posting (with a * by 10:30 a.m. (8:30 a.m. Pacific Clock Time);
nomination possi- * contract issued within one hour of award
cycle for new contract number, when applicable);
ble beginning at the next available nomination
the effective date of the contract.

Evening Nomination Cycle:

bid are due * Posting of prearranged deals not subject to
posting (with a * by 5:00 p.m. (3:00 p.m. Pacific Clock Time);
nomination possi- * contract issued within one hour of award
cycle for new contract number, when applicable);
ble beginning at the next available nomination
the effective date of the contract.

GENERAL TERMS AND CONDITIONS
(Continued)

14. CAPACITY RELEASE (Continued)

14.3 Short-Term Releases (one year or less): (Continued)

Intra-day 1 Nomination Cycle:

bid are due * Posting of prearranged deals not subject to
posting (with a * by 9:00 a.m. (7:00 a.m. Pacific Clock Time);
nomination possi- * contract issued within one hour of award
cycle for new contract number, when applicable);
the effective date of the contract.

Intra-day 2 Nomination Cycle:

bid are due * Posting of prearranged deals not subject to
posting (with a * by 4:00 p.m. (2:00 p.m. Pacific Clock Time);
nomination possi- * contract issued within one hour of award
cycle for new contract number, when applicable);
the effective date of the contract.

(b) Releases Subject to Bidding: For releases (1) that are for a term of one year or less, and (2) that are not exempt from the notification and bidding requirements of this Section 14, or where Releasing Shipper does not want to use the procedures of Section 14.3(a) above, the following posting and notification procedures shall apply:

a.m. * Offers should be tendered by 12:00 p.m. (10:00
a.m. Pacific Clock Time) on a Business Day;
(evaluation period * open season ends no later than 1:00 p.m. (11:00
Time) Pacific Clock Time) on a Business Day
determination of begins at 1:00 p.m. (11:00 a.m. Pacific Clock
match * during which contingency is eliminated,
Time); * best bid is made, and ties are broken);
(12:00 p.m. * evaluation period ends and award posting if no
Pacific Clock Time); * required at 2:00 p.m. (12:00 p.m. Pacific Clock
match or award is communicated by 2:00 p.m.
Pacific Clock Time);

GENERAL TERMS AND CONDITIONS
(Continued)

14. CAPACITY RELEASE (Continued)

14.3 Short-Term Releases (one year or less): (Continued)

Clock * match response by 2:30 p.m. (12:30 p.m. Pacific
Time);
p.m. (1:00 * where match required, award posting by 3:00
posting (with a p.m. Pacific Clock Time);
nomination possi- * contract issued within one hour of award
cycle for new contract number, when applicable);
possible beginning at the next available nomination
cycle for the effective date of the contract.

The above time periods represent the latest
deadlines for the actions described. A Releasing Shipper may
specify a longer open season for bidding, so long as the
above deadlines are not exceeded.

14.4 Long-Term Releases (more than one year):

(a) Prearranged Releases Not Subject to Bid:
Where a Releasing Shipper and a Prearranged Replacement Shipper have negotiated a capacity release for a term of more than one year, the release may be effected without having to comply with the notification and bidding requirements of this Section 14, if (1) the release is to an asset manager, as defined in Section 284.8 of the Commission's Regulations, (2) the release is to a marketer participating in a state-regulated retail access program, as defined in Section 284.8 of the Commission's Regulations, or (3) the Prearranged Replacement Shipper has agreed to pay the applicable maximum reservation charge. Such a release will be posted to the Electronic Bulletin Board by Paiute, using the Posting Form for No-Bid Release Transactions contained in Section 25 of the General Terms and Conditions of this Tariff, as soon as possible, but not later than the first nomination, after the release transaction commences. Such release will be subject to the timeline below. Releasing Shipper and Prearranged Replacement Shipper must comply with Sections 14.2(i), (j) and (q) herein. The Posting Form for No-Bid Release Transactions shall constitute an amendment to both the Service Agreement between Releasing Shipper and Paiute and the Service Agreement between Prearranged Replacement Shipper and Paiute, reflecting the release of capacity. By submitting the Posting Form for No-Bid Release Transactions, Releasing Shipper warrants that it has entered into a binding contract with a Prearranged Replacement Shipper on terms consistent with those identified on the Posting Form. The following posting and notification procedures shall apply to a release under this Section 14.4(a):

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Fourth Revised Sheet No. 113A Fourth Revised Sheet No. 113A
Superseding: Third Revised Sheet No. 113A

GENERAL TERMS AND CONDITIONS
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14. CAPACITY RELEASE (Continued)

14.4 Long-Term Releases (more than one year): (Continued)

Timely Nomination Cycle:

* Posting of prearranged deals not subject to bid are due by 10:30 a.m. (8:30 a.m. Pacific Clock Time);

* contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

Evening Nomination Cycle:

* Posting of prearranged deals not subject to bid are due by 5:00 p.m. (3:00 p.m. Pacific Clock Time);

* contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

Intra-day 1 Nomination Cycle:

* Posting of prearranged deals not subject to bid are due by 9:00 a.m. (7:00 a.m. Pacific Clock Time);

* contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

Intra-day 2 Nomination Cycle:

* Posting of prearranged deals not subject to bid are due by 4:00 p.m. (2:00 p.m. Pacific Clock Time);

* contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

GENERAL TERMS AND CONDITIONS
(Continued)

14. CAPACITY RELEASE (Continued)

14.4 Long-Term Releases (more than one year):
(Continued)

(b) Releases Subject to Bidding: For releases (1) that are for a term of more than one year, and (2) that are not exempt from the notification and bidding requirements of this Section 14, or where the Releasing Shipper does not want to use the procedures of Section 14.4(a) above, the following posting and notification procedures shall apply:

* Offers should be tendered by 12:00 p.m. (10:00 a.m. Pacific Clock Time) four Business Days before award;

* open season ends no later than 1:00 p.m. (11:00 a.m. Pacific Clock Time) on the Business Day before Timely Nominations are due (open season is three Business Days);

* evaluation period begins at 1:00 p.m. (11:00 a.m. Pacific Clock Time) during which contingency is eliminated, determination of best bid is made, and ties are broken;

* evaluation period ends and award posting if no match required at 2:00 p.m. (12:00 p.m. Pacific Clock Time);

* match or award is communicated by 2:00 p.m. (12:00 p.m. Pacific Clock Time);

* match response by 2:30 p.m. (12:30 p.m. Pacific Clock Time);

* where match required, award posting by 3:00 p.m. (1:00 p.m. Pacific Clock Time);

* contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

The above time periods represent the latest deadlines for the actions described. A Releasing Shipper may specify a longer open season for bidding, so long as the above deadlines are not exceeded.

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Second Revised Sheet No. 113C Second Revised Sheet No. 113C : Effective
Superseding: First Revised Sheet No. 113C
GENERAL TERMS AND CONDITIONS
(Continued)

14. CAPACITY RELEASE (Continued)

14.4 Long-Term Releases (five months or more): (Continued)

- (b) Releases Subject to Open Bidding: For releases (1) that are five (5) months or more and (2) involve no Prearranged Replacement Shipper or where the Releasing Shipper does not want to use the procedures of Section 14.4(a) above, the following posting and notification procedures shall apply:

For such releases that are less than one year:

- * Offers should be tendered by 12:00 p.m. (10:00 a.m. Pacific Clock Time) on a Business Day;
- * open season ends no later than 1:00 p.m. (11:00 a.m. Pacific Clock Time) on a Business Day (evaluation period begins at 1:00 p.m. [11:00 a.m. Pacific Clock Time] during which contingency is eliminated, determination of best bid is made, and ties are broken);
- * evaluation period ends and award posting if no match required at 2:00 p.m. (12:00 p.m. Pacific Clock Time);
- * match or award is communicated by 2:00 p.m. (12:00 p.m. Pacific Clock Time);
- * match response by 2:30 p.m. (12:30 p.m. Pacific Clock Time):
- * where match required, award posting by 3:00 p.m. (1:00 p.m. Pacific Clock Time);
- * contract issued within one hour of award posting (with new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

For such releases that are one year or more:

- * Offers should be tendered by 12:00 p.m. (10:00 a.m. Pacific Clock Time) four Business Days before award;
- * open season ends no later than 1:00 p.m. (11:00 a.m. Pacific Clock Time) on the Business Day before Timely Nominations are due (open season is three Business Days);

GENERAL TERMS AND CONDITIONS
(Continued)

14. CAPACITY RELEASE (Continued)

14.4 Long-Term Releases (five months or more): (Continued)

- * evaluation period begins at 1:00 p.m. (11:00 a.m. Pacific Clock Time) during which contingency is eliminated, determination of best bid is made, and ties are broken;
- * evaluation period ends and award posting if no match required at 2:00 p.m. (12:00 p.m. Pacific Clock Time);
- * match or award is communicated by 2:00 p.m. (12:00 p.m. Pacific Clock Time);
- * match response by 2:30 p.m. (12:30 p.m. Pacific Clock Time);
- * where match required, award posting by 3:00 p.m. (1:00 p.m. Pacific Clock Time);
- * contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

The above time periods represent the latest deadlines for the actions described. A Releasing Shipper may specify a longer open season for bidding, so long as the above deadlines are not exceeded.

- (c) Prearranged Releases Subject to Contingency Bidding: For releases that (1) are five (5) months or more, (2) involve a Prearranged Replacement Shipper, and (3) must comply with the notification and bidding requirements of this Section 14, the following posting and notification procedures shall apply:

For such releases that are less than one year:

- * Offers should be tendered by 12:00 p.m. (10:00 a.m. Pacific Clock Time) on a Business Day;
- * open season ends no later than 1:00 p.m. (11:00 a.m. Pacific Clock Time) on a Business Day (evaluation period begins at 1:00 p.m. (11:00 a.m. Pacific Clock Time) during which contingency is eliminated, determination of best bid is made, and ties are broken);
- * evaluation period ends and award posting if no match required at 2:00 p.m. (12:00 p.m. Pacific Clock Time);

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Original Sheet No. 113E Original Sheet No. 113E : Effective

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(Continued)

14. CAPACITY RELEASE (Continued)

14.4 Long-Term Releases (five months or more): (Continued)

- * match or award is communicated by 2:00 p.m. (12:00 p.m. Pacific Clock Time);
- * match response by 2:30 p.m. (12:30 p.m. Pacific Clock Time);
- * where match required, award posting by 3:00 p.m. (1:00 p.m. Pacific Clock Time);
- * contract issued within one hour of award posting (with new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

For such releases that are one year or more:

- * Offers should be tendered by 12:00 p.m. (10:00 a.m. Pacific Clock Time) four Business Days before award;
- * open season ends no later than 1:00 p.m. (11:00 a.m. Pacific Clock Time) on the Business Day before Timely Nominations are due (open season is three Business Days);
- * evaluation period begins at 1:00 p.m. (11:00 a.m. Pacific Clock Time) during which contingency is eliminated, determination of best bid is made, and ties are broken;
- * evaluation period ends and award posting if no match required at 2:00 p.m. (12:00 p.m. Pacific Clock Time);
- * match or award is communicated by 2:00 p.m. (12:00 p.m. Pacific Clock Time);
- * match response by 2:30 p.m. (12:30 p.m. Pacific Clock Time);
- * where match required, award posting by 3:00 p.m. (1:00 p.m. Pacific Clock Time);
- * contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

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Tenth Revised Sheet No. 114 Tenth Revised Sheet No. 114
Superseding: Ninth Revised Sheet No. 114

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14. CAPACITY RELEASE (Continued)

14.5 NAESB GISB Standards Incorporated by Reference:

The NAESB/GISB standards listed below are incorporated into Paiute's tariff by reference. Unless otherwise stated, all NAESB/GISB standards listed below are Version 1.87.

- 4.2.1 [2004 Annual Plan Item 2 (06/25/04) (Order 2004 standards)]
- 4.2.2 through 4.2.20
- 4.3.1 through 4.3.3
- 4.3.5
- 4.3.7 through 4.3.15
- 4.3.16 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)] through 4.3.18
- 4.3.17
- 4.3.18 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
- 4.3.20
- 4.3.22 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)] through 4.3.36
- 4.3.23 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards);
Recommendation R03035A; 2005 Annual Plan Item 8(05/03/05)
(Affiliate Order standards)]
- 4.3.24
- 4.3.25 [2004 Annual Plan Item 2(06/25/04) (Order 2004 standards)]
- 4.3.38 4.3.26 through 4.3.62
- 4.3.654 through 4.3.8869
- 4.3.8972 through 4.3.9276 (Recommendation R03035A)
- 4.3.78 through 4.3.87
- 4.3.89 through 4.3.93
- 5.2.2
- 5.2.3
- 5.3.5
- 5.3.9 through 5.3.11
- 5.3.17
- 5.3.18
- 5.3.20
- 5.3.21
- 5.3.23
- 5.3.30 through 5.3.59
- 5.4.1 through 5.4.223
- 10.2.1 through 10.2.5
- 10.2.7 through 10.2.38
- 10.3.1
- 10.3.3 through 10.3.25

Paiute adopts the GISB Model Trading Partner agreement by Reference.

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Second Revised Sheet No. 114A Second Revised Sheet No. 114A : Effective
Superseding: First Revised Sheet No. 114A

GENERAL TERMS AND CONDITIONS
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15. REVENUE CREDITING FOR CAPACITY RELEASES (FIRM)

15.1 Definitions:

The definitions in Section 14 of the General Terms and Conditions apply also to this Section.

15.2 Revenue Credits for Released Capacity - Eligibility:

Paiute shall provide revenue credits to any Shipper which temporarily releases (Releasing Shipper), under the Capacity Release provisions of this tariff, all or any portion of its contract demand under a Service Agreement (released capacity) governed by the provisions of any Part 284 Firm Rate Schedule included in Paiute's tariff.

15.3 Monthly Crediting Procedures:

Revenue credits for temporarily released capacity shall be credited monthly, as an offset to, or a refund of, a Releasing Shipper's reservation charges otherwise payable to Paiute under the applicable Rate Schedule for the service that has been released, as provided by Section 15.4 below. The credits shall be based on the actual reservation charge revenue to be collected by

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Original Sheet No. 115 Original Sheet No. 115 : Effective

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15. REVENUE CREDITING FOR CAPACITY RELEASES (FIRM) (Continued)

15.3 Monthly Crediting Procedures: (Continued)

Paiute from the Replacement Shipper or Prearranged Replacement Shipper during each calendar month applicable to capacity which the Releasing Shipper made available for release and which actually was released and resold to a Replacement Shipper or Prearranged Replacement Shipper. The revenue credits shall be credited directly only to the Releasing Shipper who releases the released capacity, unless the released capacity was resold under a Combined Transaction (a transaction involving the resale of more than one Releasing Shipper's released capacity). If the Released Capacity was resold under a Combined Transaction, each of the Releasing Shippers whose released capacity is part of the Combined Transaction is entitled to receive monthly revenue credits pro rata in proportion to the actual Reservation Charge revenue from the released capacity payable by each Releasing Shipper before the distribution of revenue credits to the total of such revenues from the applicable Combined Transaction.

15.4 Credit Amounts and Offset Procedure:

Paiute shall provide a conditional credit each month to the Releasing Shipper for one hundred percent (100%) of the actual reservation charge revenue applicable to released capacity that is to be collected by Paiute from the Replacement Shipper or Prearranged Replacement Shipper. The Releasing Shipper shall continue to be billed by Paiute each month for all reservation charges applicable to released capacity, which billing shall be offset by the revenue credits. The conditional revenue credit will be reflected on the Releasing Shipper's invoice in the same month that Paiute bills the Replacement Shipper or Prearranged Replacement Shipper for the released capacity. If the Replacement Shipper or Prearranged Replacement Shipper does not make payment for the reservation charges as billed, Paiute shall so notify the Releasing Shipper within ten (10) working days following the date on which the amount was due, and shall bill the Releasing Shipper for all unpaid amounts, including all late charges authorized in Section 10 of the General Terms and Conditions of this tariff, on the next regularly scheduled billing. Such amount shall then be paid by the Releasing Shipper. In addition, the Releasing Shipper may terminate the release of capacity to a Replacement Shipper or Prearranged Replacement Shipper if such Shipper fails to pay all

GENERAL TERMS AND CONDITIONS
(Continued)

15. REVENUE CREDITING FOR CAPACITY RELEASES (FIRM)
(Continued)

15.4 Credit Amounts and Offset Procedure: (Continued)

of the amount of any bill for service under such Shipper's executed Service Agreement upon at least one (1) week's notice to Paiute and such Shipper. Once terminated, the capacity rights and the responsibility to pay all charges applicable to the released capacity shall revert to the Releasing Shipper.

16. PREGRANTED ABANDONMENT AND RIGHT-OF-FIRST-REFUSAL

16.1 Pregranted Abandonment:

Unless otherwise provided in Shipper's Service Agreement, Paiute shall be entitled to make use of pregranted abandonment under Section 7(b) of the Natural Gas Act for long-term (twelve [12] months or more) firm transportation services, as authorized by Section 284.221(d) of the Commission's Regulations, upon the expiration of the contractual term or upon termination of each individual transportation arrangement, and shall seek bids from competing Shippers interested in acquiring such firm transportation service, as provided below.

16.2 Right-of-First-Refusal:

A Shipper may avoid pregranted abandonment of service due to the expiration of a Firm Service Agreement which provides for a primary term of twelve (12) months or more and which (1) was executed on or after March 27, 2000 and provides for service at the applicable maximum rate, or (2) was in effect on March 27, 2000. Such Shipper may continue receiving the contracted service by matching competing bid(s) in accordance with the procedures described below; provided, however, that in no event will the Shipper be required to match a bid that exceeds the applicable maximum rate for such service.

16.2 Notice of Desire to Extend Service:

To avail itself of its right-of-first-refusal, a long-term Shipper must give Paiute notice of its desire to extend such service not later than (1) the date of the contract termination notice period provided for in the Shipper's Service Agreement, or (2) twelve (12) months prior to the expiration of the term of the Service Agreement, whichever occurs first. Such notice must specify the term of the desired extension and the rate that the long-term Shipper is willing to pay during such term.

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First Revised Sheet No. 117 First Revised Sheet No. 117 : Effective
Superseding: Original Sheet No. 117

GENERAL TERMS AND CONDITIONS
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16. PREGRANTED ABANDONMENT AND RIGHT-OF-FIRST-REFUSAL (Continued)

16.4 Economic Value:

For purposes of this Section 16, "Economic Value of a Bid" shall be as defined in Section 14.1(k) of the General Terms and Conditions of this tariff.

16.5 Procedures:

- (a) All times listed for posting of available capacity and for bidding under this Section shall be Central Clock Time (Central Standard Time or Central Daylight Time, whichever is applicable).
- (b) All bid forms shall be fully disclosed.
- (c) All Shippers bidding for available capacity must comply with Section 7.6 of the General Terms and Conditions of this tariff.
- (d) Paiute may accept more than one bid, if necessary, to contract for all available capacity.
- (e) Shippers should specify the minimum Daily Reserved Capacity they desire to secure through each bid in the event that bids for varying contract quantities are submitted and the available capacity is awarded to more than one Shipper.
- (f) Bids submitted for capacity at receipt and delivery points along Paiute's system must match the receipt and delivery points specified in the expiring Service Agreement.
- (g) A bid may be withdrawn prior to the end of the bidding period. A new bid may be submitted to replace the withdrawn bid only if the Economic Value of the new bid exceeds the Economic Value of the withdrawn bid.
- (h) The available capacity, receipt points, delivery points, the date of expiration of the existing Service Agreement, and the terms and conditions of any extension sought by the existing Shipper shall be posted to Paiute's Electronic Bulletin Board by 7:00 p.m. (5:00 p.m. Pacific Clock Time) on the second Monday of the third calendar month preceding the calendar month during which the existing Service Agreement will expire. Bids for all or any portion of

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Superseding: Original Sheet No. 118

GENERAL TERMS AND CONDITIONS
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16. PREGRANTED ABANDONMENT AND RIGHT-OF-FIRST-REFUSAL (Continued)

16.5 Procedures: (Continued)

the capacity that is subject to the expiring Service Agreement may be submitted for posting to the Electronic Bulletin Board, using the "Bid Form to Acquire Firm Capacity" contained in Section 25 of the General Terms and Conditions of this tariff, until 7:00 p.m. (5:00 p.m. Pacific Clock Time) on the second Monday of the month following the month the available capacity was posted.

- (i) The maximum rate which may be bid shall be the applicable maximum rate for such service. Notwithstanding any other provisions of this Section 16, Paiute shall not be obligated or required to enter into any Service Agreement that provides for a rate that is less than the applicable maximum rate for such service.
- (j) Paiute will determine, based on the Economic Value of the bids submitted, which bid(s) it might accept if the existing Shipper were to choose not to match the Economic Value of the bid(s), and will present the bid(s) to the existing Shipper no later than 7:00 p.m. (5:00 p.m. Pacific Clock Time) on the Wednesday following the close of bidding. The existing Shipper will have until 7:00 p.m. (5:00 p.m. Pacific Clock Time) on the Monday following the close of bidding to match the winning bid(s). If the Economic Value is equal for more than one bid, Paiute will determine the winning bid(s) by holding a lottery using a computerized random number generator. If the existing Shipper elects to match the bid(s) presented, then Paiute will initiate a new bidding process by posting to the Electronic Bulletin Board the following day the terms of the bid(s) matched by the existing Shipper; provided, however, that if the existing Shipper has matched a bid at the maximum effective rate for the maximum bid term, no further bidding process will be held. The posting and bidding process will be reiterated over successive 2-week periods, with bids received by 7:00 p.m. (5:00 p.m. Pacific Clock Time) on the second Wednesday after posting and the existing Shipper electing by 7:00 p.m. (5:00 p.m. Pacific Clock Time) on the following Monday whether to match the highest bid, until either (1) the existing Shipper elects to match any bid made at the applicable maximum rate, or (2) only one offer among the bidders and the existing Shipper remains for the capacity. If the existing Shipper is the winning bidder, then the

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GENERAL TERMS AND CONDITIONS
(Continued)

16. PREGRANTED ABANDONMENT AND RIGHT-OF-FIRST-REFUSAL (Continued)

16.5 Procedures: (Continued)

existing Service Agreement may be amended to reflect the rate and term of the winning bid(s), and service may be continued pursuant to the amended Service Agreement.

- (k) If any bid presented to the existing Shipper is for less than the total Reserved Capacity under the existing Service Agreement, the existing Shipper is required only to match the Economic Value for the amount of capacity to which the bid applies in order to retain the right to service for that portion of the capacity. Similarly, the existing Shipper may choose to retain only a portion of its existing Reserved Capacity by matching the Economic Value of any bid(s) submitted for that portion.
- (l) If the existing Shipper chooses not to match the Economic Value of the bid(s) presented to it by Paiute, Paiute will offer the service to the winning bidder(s) under the terms of the bid(s), if such terms are consistent with Paiute's tariff and meet all minimum conditions established by Paiute for acceptable bids. Such minimum conditions will be posted by Paiute to its Electronic Bulletin Board before the Bidding Period begins. Prior to the commencement of service, the new Shipper(s) shall be required to execute a Service Agreement which contains the terms of the accepted bid(s).
- (m) By 12:00 p.m. (10:00 a.m. Pacific Clock Time) on the first working day following completion of the process, Paiute shall post the identity of the accepted Shipper and the accepted bid to its Electronic Bulletin Board.

17. ELECTRONIC BULLETIN BOARD

17.1 Purpose:

Paiute will timely provide information pertaining to arranging for transportation services, including informing all interested Shippers or potential Shippers about the availability of capacity at receipt points, on the mainline, at delivery points, and whether the capacity is available from the pipeline directly or through capacity releasing. Paiute will also maintain and provide access to bidding information pertaining to released

Effective Date: 10/01/2002 Status: Effective
FERC Docket: RP02-410-000

First Revised Sheet No. 120 First Revised Sheet No. 120 : Effective
Superseding: Original Sheet No. 120

GENERAL TERMS AND CONDITIONS
(Continued)

17. ELECTRONIC BULLETIN BOARD (Continued)

17.1 Purpose: (Continued)

capacity and information about the status of requests. Paiute will update and maintain this information on its Electronic Bulletin Board. The Electronic Bulletin Board is available at Paiute's designated Internet Web site at www.paiutepipeline.com. Persons who wish to utilize the Electronic Bulletin Board, to comment on The Electronic Bulletin Board, or to make inquiries about the information posted on the Electronic Bulletin Board, should contact Paiute at the following address to obtain detailed access and log-on information:

Paiute Pipeline Company
5241 Spring Mountain Road
Las Vegas, Nevada 89150
(702) 876-7178

The Electronic Bulletin Board will include the following features:

- (a) The ability for a Shipper to download a file;
- (b) A daily backup of information displayed on the board, which information will be accessible for review for at least three (3) years;
- (c) A periodic purging of information on completed transactions from current files;
- (d) The display of most recent entries ahead of information on completed transactions from current files;
- (e) An on-line help and an on-line search function that permits users to locate all information concerning a specific transaction; and
- (f) The procedures for backup, archiving and retrieval will be explained on Paiute's Electronic Bulletin Board, and amended as necessary.
- (g) A display menu that permits Shippers to separately access notices of available capacity and the transportation log.
- (h) A list of user and access fees.

17.2 Information to be Posted:

Paiute will make the following information available to users on its Electronic Bulletin Board:

GENERAL TERMS AND CONDITIONS
(Continued)

17. ELECTRONIC BULLETIN BOARD (Continued)

17.2 Information to be Posted: (Continued)

- (a) The availability of firm transportation capacity at specific receipt points, on the mainline and at specific delivery points, and whether the capacity is available directly from Paiute or through capacity release.
- (b) Information indicating the availability of interruptible transportation capacity on Paiute's system.
- (c) Information concerning offers of released capacity, bids submitted (including any prearranged release deals), and accepted offers for released capacity, as specified in Section 14 of the General Terms and Conditions of this tariff.
- (d) Information concerning offers to purchase capacity.
- (e) When an existing firm transportation Service Agreement is near expiration, the potentially available capacity and the terms and conditions required for bids under the Right-of-First-Refusal procedures prescribed in Section 16 of the General Terms and Conditions of this tariff.
- (f) When Paiute determines that a receipt or delivery point change request will be honored, notice of the approved change will be posted at least one (1) working day prior to effectiveness of the change.
- (g) The price, terms and conditions, and names of the parties associated with all buy/sell arrangements underlying firm transportation Service Agreements with Paiute, which are existing on the date that Paiute's capacity release mechanism becomes effective, to the extent such information is reported to Paiute pursuant to Section 9 of the General Terms and Conditions of this tariff.

Such information will be posted on Paiute's Electronic Bulletin Board for a period of sixty (60) days from the date that Paiute's capacity release mechanism becomes effective.

- (h) Any other information or notices necessary for Paiute and Shipper to arrange for transportation service.

GENERAL TERMS AND CONDITIONS
(Continued)

17. ELECTRONIC BULLETIN BOARD (Continued)

17.2 Information to be Posted: (Continued)

- (i) Notices of scheduled maintenance and other operational notices.
- (j) Interruptible transportation priority queue.
- (k) Applicable maximum rates for all rate schedules.
- (l) Applicable fuel requirements for transportation and storage services.
- (m) Rate schedules and general terms and conditions for all services, including request for service forms and forms of service agreements.
- (n) Index of firm shippers, including capacity entitlements.

17.3 Disclaimer:

If any party acquires information from Paiute's Electronic Bulletin Board and subsequently reposts the information to any other electronic bulletin board or otherwise uses such information in any fashion, Paiute shall not warrant the accuracy or completeness of such information in any subsequent posting or other use, where such subsequent posting or use is inaccurate or otherwise misstates or misuses such information. Users of Paiute's Electronic Bulletin Board will be solely responsible for preserving the confidentiality of any passwords or other means of entry to the Electronic Bulletin Board that are specifically assigned to them.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92-75-004

Original Sheet No. 123 Original Sheet No. 123 : Effective

SECTIONS 18 - 24

HELD FOR FUTURE USE

Effective Date: 02/25/2009 Status: Effective
FERC Docket: RP09-272-000

Second Revised Sheet No. 124 Second Revised Sheet No. 124
Superseding: First Revised Sheet No. 124

GENERAL TERMS AND CONDITIONS
(Continued)

25.1 REQUEST FORM FOR RELEASE OF FIRM CAPACITY

Capacity Release # _____

(To be assigned by Paiute)

Date & Time of Release

Request _____

(To be entered electronically)

REQUEST FORM FOR RELEASE OF FIRM

CAPACITY

Shipper Releasing Capacity: _____

Address: _____

Contact Person: _____

Phone Number: _____

Fax Number: _____

Service Agreement number from which capacity is to be released:

_____ (# Shipper uses for nomination purposes)

Firm FT-1 Transportation Reserved Capacity to be Released (if applicable): _____ Dth/d

Specify if: Permanent _____ or Temporary _____

Commencement Date of Release: _____

Termination Date of Temporary Release: _____

For FT-1 transportation releases, complete the following:

RCPT. PT. RELEASED	VOLUME	DELV. PT. RELEASED
--------------------	--------	--------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

If a Prearranged Replacement Shipper is provided, complete the following:

Prearranged Replacement Shipper: _____

Address: _____

Contact Person: _____

Phone Number: _____

Fax Number: _____

Rate Agreed to Pay For Release: _____

Asset Manager as defined by FERC: Yes No If yes,
state obligation to deliver
gas to, or purchase gas from, Releasing Shipper

Marketer participating in state-regulated retail access
program as defined by FERC:
Yes No

Conditions of Release, including whether volumetric or
combination rate bids are acceptable
(optional):

Volumetric Bids Acceptable: Yes _____ No _____
Combination Rate Bid Acceptable: Yes _____ No _____
Contingent Bids Acceptable: Yes ___ No ___ If yes, identify:
14.1(n) (i) ___ 14.1(n) (ii) ___

Bid Evaluation criteria (applicable if Releasing Shipper desires
to specify the criteria used
to evaluate volumetric or combination rate bids):

Release Effectuated:

Yes _____ By acceptance of Bid(s) No.:

No _____
Partial _____ By acceptance of Bid(s) No.:

(Explanation of Partial Release Granted _____
_)

Effective Date: 02/25/2009 Status: Effective
FERC Docket: RP09-272-000

First Revised Sheet No. 125 First Revised Sheet No. 125
Superseding: Original Sheet No. 125

GENERAL TERMS AND CONDITIONS
(Continued)

25.2 BID FORM TO ACQUIRE FIRM CAPACITY

BID FORM TO ACQUIRE FIRM CAPACITY

____ Bid # _____
____ (To be assigned by Paiute)
Date & Time Received: _____
____ (To be entered electronically)

Bidding Party: _____

____ Bidding Party Is: End User _____ LDC _____ Hinshaw
Pipeline _____

____ Producer _____ Marketer _____
Other _____ please
specify: _____

____ Contact
Person: _____

Address: _____

____ Phone
Number: _____

____ Fax
Number: _____

Subject of bid (selection):
Capacity Release Posting
#: _____

____ Available Capacity Posted by Paiute
#: _____
Right of First Refusal Capacity Posting
#: _____

Total Volume of FT-1 Transportation Reserved Capacity
Bid: _____ Dth/d
Minimum Volume Bidding Party willing to accept: _____
____ (Dth)
(Explain in Remarks Section below)

If bidding on FT-1 capacity for receipt or delivery points other
than the specific
points listed in the release request, identify below:

RCPT. PT. VOLUME	VOLUME	DELV. PT.
_____	_____	_____

Term of
Bid: _____

(If different from posted commencement/termination of capacity
release)
Reservation Bid

Rate: _____

Volume Bid Rate: _____

(All bid rates should be stated exclusive of applicable surcharges)

If Prearranged Replacement Shipper is the Bidder, complete the following:

Highest Competing Bid

#: _____

Agrees to Match Competing Bid: Yes _____ No _____
(to be entered by Prearranged Replacement Shipper)

Asset Manager as defined by FERC: Yes _____ No _____ If yes,

state obligation to deliver

gas to, or purchase gas from, Releasing Shipper

Marketer participating in state-regulated retail access program as defined by FERC:

Yes _____ No _____

Original Shipper Agrees to match bid: Yes _____ No _____
(Applicable to Right of First Refusal)

Paiute Accepted Bid as Identified Above:

Yes _____ No _____ Partial _____

(see explanation in Remarks Section below)

(Volume accepted _____ MMBtu/d) (to be entered by Paiute)

Shipper Remarks: _____

Paiute Remarks: _____

Note: Before bidding, a bidder must meet the creditworthiness criteria of Section 7.6 of these General Terms and Conditions and must pre-execute a Standard Firm Transportation Service Agreement.

Effective Date: 02/25/2009 Status: Effective
FERC Docket: RP09-272-000

Second Revised Sheet No. 126 Second Revised Sheet No. 126
Superseding: Substitute First Revised Sheet No. 126

GENERAL TERMS AND CONDITIONS
(Continued)

25.3 POSTING FORM FOR NO-BID RELEASE TRANSACTIONS

Capacity Release #__ _____

(To be assigned by Paiute

Date & Time of Release

Request__ _____

(To be entered electronically)

POSTING FORM FOR NO-BID RELEASE

TRANSACTIONS

Shipper Releasing Capacity:__

Address:_____

Contact Person:___

Phone Number:_____

Fax Number:_____

Service Agreement number from which capacity is to be released:

(Number Shipper uses for nomination purposes)

Firm FT-1 Transportation Reserved Capacity to be released:_____

_____ Dth/d

Commencement Date of Release:___

Termination Date of Release:_____

Prearranged Replacement Shipper:_____

Address:_____

Contact
Person:_____

Phone Number:_____

Fax Number:_____

Rate Agreed to Pay For Release:_____

Asset Manager as defined by FERC: Yes No If yes,
state obligation to deliver
gas to, or purchase gas from, Releasing Shipper

Marketer participating in state-regulated retail access
program as defined by FERC:

Yes No_ _

For FT-1 transportation releases, complete the following:

RCPT. PT. RELEASED VOLUME	VOLUME	DELV. PT. RELEASED
------------------------------	--------	--------------------

Releasing Shipper warrants that it has entered into a binding contract with a Prearranged Replacement Shipper on terms consistent with those identified on the Posting form.

Special Terms and Conditions of Release, Including Recall Conditions:

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 75-004

Original Sheet No. 127 Original Sheet No. 127 : Effective

GENERAL TERMS AND CONDITIONS
(Continued)

25.4 STANDARD FORM FOR REQUESTING DELIVERY AND RECEIPT POINT CHANGES

Shipper: _____
Address: _____
Contact Person: _____
Phone Number: _____
Fax Number: _____

Service Agreement number from which delivery or receipt points are to be changed: _____ (Number that Shipper uses for nomination purposes)

Date delivery or receipt point change is to begin: _____

Date delivery or receipt point change is to end: _____

Existing Delivery Point	Replacement Delivery Point	Volume (Dth)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Existing Receipt Point	Replacement Receipt Point	Volume (Dth)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92-75-004

Original Sheet Nos. 128 Through 134 Original Sheet Nos. 128 Through 134 : Effective

HELD FOR FUTURE USE

Effective Date: 12/07/2003 Status: Effective
 FERC Docket: RP04- 51-000

First Revised Sheet No. 135 First Revised Sheet No. 135 : Effective
 Superseding: Original Sheet No. 135

FORM OF SERVICE AGREEMENT
 APPLICABLE TO TRANSPORTATION SERVICE
 UNDER RATE SCHEDULE FT-1

This is an AGREEMENT made and entered into as of the _____
 day of _____, by and between PAIUTE PIPELINE COMPANY, a
 Nevada corporation, herein called "Paiute," and _____ herein
 called "Shipper".

WITNESSETH:

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

ARTICLE I - GAS TO BE TRANSPORTED

Subject to the terms, conditions and limitations hereof, Paiute agrees
 to receive from Shipper, or for Shipper's Account, at the Receipt Point(s)
 specified herein up to the following quantities of natural gas, as applicable,
 which shall constitute Shipper's Reserved Capacities:

Daily Reserved Capacity: _____ Dth
 Summer Daily Reserved Capacity: _____ Dth

Paiute agrees to transport and deliver the equivalent quantity less Gas
 Used by Paiute to Shipper or for the account of Shipper at the Delivery
 Point(s) specified herein. Paiute shall not be obligated to receive and/or
 transport quantities of gas in excess of the applicable Reserved Capacities.

ARTICLE II - RECEIPT POINTS, DELIVERY POINTS, PRESSURES AND QUANTITIES

Receipt of natural gas by Paiute from Shipper shall be at or near the
 points whose names and Maximum Daily Quantities for the applicable period
 are as follows:

Receipt Point(s)	Period	Maximum Daily Quantities (Dth)
_____	_____	_____

Delivery of natural gas by Paiute to Shipper shall be at or near the
 points whose locations, Delivery Pressures, Assumed Atmospheric Pressures,
 and Maximum Daily Quantities are described (on Exhibit A, attached hereto
 OR as follows:)

Delivery Point(s)	Delivery Pressure (Not More Than Psig)	Assumed Atmospheric Pressure (Psia)	Maximum Daily Quantities (Dth)
_____	_____	_____	_____

Effective Date: 12/07/2003 Status: Effective
FERC Docket: RP04- 51-000

First Revised Sheet No. 136 First Revised Sheet No. 136 : Effective
Superseding: Original Sheet No. 136

FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FT-1
(Continued)

ARTICLE III - APPLICABLE TRANSPORTATION RATES AND RATE SCHEDULE

Shipper agrees to pay Paiute for all natural gas transportation service rendered under the terms of this Agreement in accordance with Paiute's Rate Schedule _____, as filed with the Federal Energy Regulatory Commission, and as amended or superseded from time to time. This Agreement shall be subject to the provisions of such rate schedule and the General Terms and Conditions applicable thereto on file with the Federal Energy Regulatory Commission and effective from time to time, which by this reference are incorporated herein and made a part hereof.

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall become effective on _____, and shall continue in effect for a period extending for a primary term to and including _____, and from _____ thereafter, subject however, to termination at expiration of the said primary term or upon _____ thereafter by either party hereto through written notice so stating and given to the other no less than _____ in advance.

ARTICLE V - NOTICES

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or by mail or facsimile with all postage and charges prepaid, to either Shipper or Paiute at the place designated. Routine communications shall be considered as duly delivered when mailed by ordinary mail. Normal operating instructions can be made by telephone. Unless changed, the addresses of the parties are as follows:

Paiute Pipeline Company
P.O. Box 94197
Las Vegas, Nevada 89193-4197

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

ARTICLE VI - OTHER OPERATING PROVISIONS

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

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 75-004

Original Sheet No. 137 Original Sheet No. 137 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION SERVICE
UNDER RATE SCHEDULE FT-1
(Continued)

ARTICLE VII - ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

(To be utilized when necessary as approved by the Commission.)

Certain of the General Terms and Conditions applicable to Paiute's transportation rate schedule are to be adjusted for the purpose of this Agreement, as specified below.

ARTICLE VIII - CANCELLATION OF PRIOR AGREEMENT(S)

(To be utilized when necessary.)

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

ARTICLE IX - 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 hereunder shall be made without written approval of the other party. Such approval shall not be unreasonably withheld. As between the parties hereto, such assignment shall become effective on the first (1st) day of the month following written notice that such assignment has been effectuated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above set forth.

PAIUTE PIPELINE COMPANY
"Paiute"

Attest: _____

By: _____

"Shipper"

Attest: _____

By: _____

Effective Date: 12/07/2003 Status: Effective
FERC Docket: RP04- 51-000

First Revised Sheet No. 138 First Revised Sheet No. 138 : Effective
Superseding: Original Sheet No. 138

FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION SERVICE
UNDER RATE SCHEDULE IT-1

This is an AGREEMENT made and entered into as of the _____
day of _____, by and between PAIUTE PIPELINE COMPANY, a
Nevada corporation, herein called "Paiute", and _____ herein
called "Shipper."

WITNESSETH:

In consideration of the mutual covenants and agreements as herein set
the Paiute and Shipper agree as follows:

ARTICLE I - GAS TO BE TRANSPORTED

Subject to the terms, conditions and limitations hereof, Paiute agrees
to receive from Shipper, or for Shipper's Account, at the Receipt Point(s),
to transport, and to redeliver at the Delivery Point(s) specified herein, up
to the following Daily Quantities of natural gas:

Such transportation shall be performed on an interruptible basis.

ARTICLE II - DELIVERY POINTS, PRESSURES AND QUANTITIES

Delivery of natural gas by Paiute to Shipper shall be at or near the
points whose locations, delivery pressures, assumed atmospheric pressures,
and maximum daily quantities are described (on Exhibit A, attached hereto
OR as follows:)

Delivery Point(s)	Delivery Pressure (Not More Than Psig)	Assumed Atmospheric Pressure (Psia)	Maximum Daily Quantities (Dth)
_____	_____	_____	_____

Effective Date: 12/07/2003 Status: Effective
FERC Docket: RP04- 51-000

First Revised Sheet No. 139 First Revised Sheet No. 139 : Effective
Superseding: Original Sheet No. 139

FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION SERVICE
UNDER RATE SCHEDULE IT-1
(Continued)

ARTICLE III - APPLICABLE TRANSPORTATION RATES AND RATE SCHEDULE

Shipper agrees to pay Paiute for all natural gas transportation service rendered under the terms of this Agreement in accordance with Paiute's Rate Schedule _____, as filed with the Federal Energy Regulatory Commission, and as amended or superseded from time to time. This Agreement shall be subject to the provisions of such rate schedule and the General Terms and Conditions applicable thereto on file with the Federal Energy Regulatory Commission and effective from time to time, which by this reference are incorporated herein and made a part hereof.

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall become effective on _____, and shall continue in effect for a period extending for a primary term to and including _____, and from _____ thereafter, subject however, to termination at expiration of the said primary term or upon _____ thereafter by either party hereto through written notice so stating and given to the other no less than _____ in advance.

ARTICLE V - NOTICES

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or by mail or facsimile with all postage and charges prepaid, to either Shipper or Paiute at the place designated. Routine communications shall be considered as duly delivered when mailed by ordinary mail. Normal operating instructions can be made by telephone. Unless changed, the addresses of the parties are as follows:

Paiute Pipeline Company
P.O. Box 94197
Las Vegas, Nevada 89193-4197

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

ARTICLE VI - OTHER OPERATING PROVISIONS

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

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 75-004

Original Sheet No. 140 Original Sheet No. 140 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO TRANSPORTATION SERVICE
UNDER RATE SCHEDULE IT-1
(Continued)

ARTICLE VII - ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

(To be utilized when necessary as approved by the Commission.)

Certain of the General Terms and Conditions applicable to Paiute's transportation rate schedule are to be adjusted for the purpose of this Agreement, as specified below.

ARTICLE VIII - CANCELLATION OF PRIOR AGREEMENT(S)

(To be utilized when necessary.)

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

ARTICLE IX - 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 hereunder shall be made without written approval of the other party. Such approval shall not be unreasonably withheld. As between the parties hereto, such assignment shall become effective on the first (1st) day of the month following written notice that such assignment has been effectuated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above set forth.

PAIUTE PIPELINE COMPANY
"Paiute"

Attest: _____

By: _____

"Shipper"

Attest: _____

By: _____

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP95-614-001

First Revised Sheet No. 141 First Revised Sheet No. 141 : Effective
Superseding: Original Sheet No. 141

FORM OF SERVICE AGREEMENT
APPLICABLE TO SERVICE
UNDER RATE SCHEDULE LGS-1

This is an AGREEMENT made and entered into as of the _____ day of _____, by and between PAIUTE PIPELINE COMPANY, a Nevada corporation, herein called "Paiute", and _____, herein called "Shipper".

WITNESSETH:

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

ARTICLE I - SERVICE TO BE PROVIDED

Subject to the terms, conditions and limitations hereof, Paiute agrees to receive Shipper's natural gas at Paiute's liquefied natural gas storage facility (herein called "LNG Plant"), either in gaseous form at the pipeline inlet to the LNG Plant or in liquid form at the truck unloading facility at the LNG Plant, and to store and gasify up to the following capacities, as applicable, which shall constitute Shipper's Contract Capacities:

Storage Capacity	_____	Dth
Daily Delivery Capacity	_____	Dth

At Shipper's request, Paiute shall thereupon transport pursuant to Shipper's executed Transportation Service Agreement(s) with Paiute the equivalent quantity of gas, less Gas Used by Paiute, through its pipeline system, and deliver the equivalent quantity to Shipper or for the account of Shipper at the Delivery Point(s) specified in the executed transportation Service Agreement(s). Paiute shall not be obligated to receive and/or transport quantities of gas hereunder in excess of the applicable Daily Delivery Capacity.

ARTICLE II - APPLICABLE TRANSPORTATION RATES AND RATE SCHEDULE

Shipper agrees to pay Paiute for all service rendered under the terms of this Agreement in accordance with Paiute's Rate Schedule LGS-1, as filed with the Federal Energy Regulatory Commission, and as amended or superseded from time to time. This Agreement shall be subject to the provisions of such rate schedule and the General Terms and Conditions applicable thereto on file with the Federal Energy Regulatory Commission and effective from time to time, which by this reference are incorporated herein and made a part hereof.

Effective Date: 08/01/2005 Status: Suspended
FERC Docket: RP05-163-000

Second Revised Sheet No. 141 Second Revised Sheet No. 141 : Suspended
Superseding: First Revised Sheet No. 141

FORM OF SERVICE AGREEMENT
APPLICABLE TO SERVICE
UNDER RATE SCHEDULES LGS-1 AND LGS-2

This is an AGREEMENT made and entered into as of the _____ day of _____, by and between PAIUTE PIPELINE COMPANY, a Nevada corporation, herein called "Paiute", and _____, herein called "Shipper".

WITNESSETH:

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

ARTICLE I - SERVICE TO BE PROVIDED

Subject to the terms, conditions and limitations hereof, Paiute agrees to receive Shipper's natural gas at Paiute's liquefied natural gas storage facility (herein called "LNG Plant"), either in gaseous form at the pipeline inlet to the LNG Plant or in liquid form at the truck unloading facility at the LNG Plant, and to store and gasify up to the following capacities, as applicable, which shall constitute Shipper's Contract Capacities:

Storage Capacity	_____	Dth
Daily Delivery Capacity	_____	Dth

At Shipper's request, Paiute shall gasify quantities of Shipper's LNG in storage, up to Shipper's Daily Delivery Capacity, and deliver into Paiute's transmission system at the outlet of the LNG Plant the equivalent quantity of gas, less Gas Used by Paiute, for transportation on Paiute's system. Paiute shall not be obligated to gasify and receive for transportation quantities of gas in excess of Shipper's applicable Daily Delivery Capacity.

ARTICLE II - APPLICABLE TRANSPORTATION RATES AND RATE SCHEDULE

Shipper agrees to pay Paiute for all service rendered under the terms of this Agreement in accordance with Paiute's Rate Schedule LGS-__, as filed with the Federal Energy Regulatory Commission, and as amended or superseded from time to time. This Agreement shall be subject to the provisions of such rate schedule and the General Terms and Conditions applicable thereto on file with the Federal Energy Regulatory Commission and effective from time to time, which by this reference are incorporated herein and made a part hereof.

Effective Date: 12/07/2003 Status: Effective
FERC Docket: RP04- 51-000

First Revised Sheet No. 142 First Revised Sheet No. 142 : Effective
Superseding: Original Sheet No. 142

FORM OF SERVICE AGREEMENT
APPLICABLE TO SERVICE
UNDER RATE SCHEDULE LGS-1
(Continued)

ARTICLE III - TERM OF AGREEMENT

This Agreement shall become effective on _____, and shall continue in effect for a period extending for a primary term to and including _____, and from _____ thereafter, subject however, to termination at expiration of the said primary term or upon _____ thereafter by either party hereto through written notice so stating and given to the other no less than _____ in advance.

ARTICLE IV - NOTICES

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or by mail or facsimile with all postage and charges prepaid, to either Shipper or Paiute at the place designated. Routine communications shall be considered as duly delivered when mailed by ordinary mail. Normal operating instructions can be made by telephone. Unless changed, the addresses of the parties are as follows:

Paiute Pipeline Company
P.O. Box 94197
Las Vegas, Nevada 89193-4197

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

ARTICLE V - OTHER OPERATING PROVISIONS

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

ARTICLE VI - ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

(To be utilized when necessary as approved by the Commission.)

Certain of the General Terms and Conditions applicable to Shipper's Rate Schedule LGS-1 are to be adjusted for the purpose of this Agreement, as specified below.

Effective Date: 08/01/2005 Status: Suspended
FERC Docket: RP05-163-000

Second Revised Sheet No. 142 Second Revised Sheet No. 142 : Suspended
Superseding: First Revised Sheet No. 142

FORM OF SERVICE AGREEMENT
APPLICABLE TO SERVICE
UNDER RATE SCHEDULES LGS-1 AND LGS-2
(Continued)

ARTICLE III - TERM OF AGREEMENT

This Agreement shall become effective on _____, and shall continue in effect for a period extending for a primary term to and including _____, and from _____ thereafter, subject however, to termination at expiration of the said primary term or upon _____ thereafter by either party hereto through written notice so stating and given to the other no less than _____ in advance.

ARTICLE IV - NOTICES

Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or by mail or facsimile with all postage and charges prepaid, to either Shipper or Paiute at the place designated. Routine communications shall be considered as duly delivered when mailed by ordinary mail. Normal operating instructions can be made by telephone. Unless changed, the addresses of the parties are as follows:

Paiute Pipeline Company
P.O. Box 94197
Las Vegas, Nevada 89193-4197

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

ARTICLE V - OTHER OPERATING PROVISIONS

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

ARTICLE VI - ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

(To be utilized when necessary as approved by the Commission.)

Certain of the General Terms and Conditions applicable to Shipper's Rate Schedule LGS-__ are to be adjusted for the purpose of this Agreement, as specified below.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 75-004

Original Sheet No. 143 Original Sheet No. 143 : Effective

FORM OF SERVICE AGREEMENT
APPLICABLE TO SERVICE
UNDER RATE SCHEDULE LGS-1
(Continued)

ARTICLE VII - CANCELLATION OF PRIOR AGREEMENT(S)

(To be utilized when necessary.)

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

ARTICLE VIII - 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 hereunder shall be made without written approval of the other party. Such approval shall not be unreasonably withheld. As between the parties hereto, such assignment shall become effective on the first (1st) day of the month following written notice that such assignment has been effectuated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above set forth.

PAIUTE PIPELINE COMPANY
"Paiute"

Attest: _____

By: _____

"Shipper"

Attest: _____

By: _____

Effective Date: 08/01/2005 Status: Suspended
FERC Docket: RP05-163-000

First Revised Sheet No. 143 First Revised Sheet No. 143 : Suspended
Superseding: Original Sheet No. 143

FORM OF SERVICE AGREEMENT
APPLICABLE TO SERVICE
UNDER RATE SCHEDULES LGS-1 AND LGS-2
(Continued)

ARTICLE VII - CANCELLATION OF PRIOR AGREEMENT(S)

(To be utilized when necessary.)

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

ARTICLE VIII - 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 hereunder shall be made without written approval of the other party. Such approval shall not be unreasonably withheld. As between the parties hereto, such assignment shall become effective on the first (1st) day of the month following written notice that such assignment has been effectuated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above set forth.

PAIUTE PIPELINE COMPANY
"Paute"

Attest: _____

By: _____

"Shipper"

Attest: _____

By: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92-75-004

Original Sheet Nos. 144 Through 159 Original Sheet Nos. 144 Through 159 : Effective

HELD FOR FUTURE USE

Effective Date: 10/01/1996 Status: Effective
 FERC Docket: CP95-285-002

First Revised Sheet No. 160 First Revised Sheet No. 160 : Effective
 Superseding: Original Sheet No. 160

INDEX OF FIRM SHIPPERS

Service Under Firm Rate Schedules Contained in This
 FERC Gas Tariff, Second Revised Volume No. 1-A
 (All Volumes Stated in Dekatherms)

[1]

Summer		Daily		Rate	Date	Service Agreement	Daily	Daily
Reserved	Delivery	Storage	Schedule	Effective	Term	Reserved		
Capacity	Capacity	Capacity	Capacity			Capacity		
-----	-----	-----	-----	-----	-----	-----	-----	-----
221	Caesars Tahoe		FT-1	05/13/91	02/28/93	02/28/03	300	
1,474	Cyanco Company		FT-1	05/13/91	02/28/93	02/28/03	2,000	
1,238	Eagle-Picher Minerals Inc.		FT-1	05/13/91	02/28/93	02/28/03	1,680	
811	Gold Fields Operating Co.		FT-1	05/13/91	02/28/93	02/28/03	1,100	
369	Harrah's Club		FT-1	05/13/91	02/28/93	02/28/03	500	
280	Harvey's Resort Hotel/Casino		FT-1	05/13/91	02/28/93	02/28/03	380	
627	Premier Services		FT-1	05/13/91	02/28/93	02/28/03	850	
63,044	Sierra Pacific Power Co.		FT-1	05/13/91	02/28/93	02/28/03	105,774	
			LGS-1	05/13/91	02/28/93	02/28/03		
	35,078	463,034						
7,011	Southwest Gas Corporation -		FT-1	05/13/91	02/28/93	02/28/03	11,148	
	Northern California		LGS-1	05/13/91	02/28/93	02/28/03		
	3,480	45,936						
52,956	Southwest Gas Corporation -		FT-1	03/20/95	10/01/96	06/30/08	87,692	
	Northern Nevada		LGS-1	05/13/91	02/28/93	02/28/03		
	26,866	354,635						
184	United Engine & Machine Co.		FT-1	05/13/91	02/28/93	02/28/03	250	
166	Wimar Tahoe Corporation		FT-1	05/13/91	02/28/93	02/28/03	225	
10,399	WP Natural Gas		FT-1	05/13/91	02/28/93	02/28/03	17,908	
			LGS-1	05/13/91	02/28/93	02/28/03		
	6,535	86,267						

[1] Summer Daily Reserved Capacity shall be adjusted as set forth in Section 4.2(d) of the General Terms and Conditions of this Tariff.

Effective Date: 04/01/2009 Status: Effective

FERC Docket: RP09-406-000

Sixteenth Revised Sheet No. 161 Sixteenth Revised Sheet No. 161
Superseding: Fifteenth Revised Sheet No. 161

HELD FOR FUTURE USE

