

Paiute Pipeline Company
FERC Gas Tariff
Fourth Revised Volume No. 1-A

Sheet No. 245
Version 0.0.0

PAIUTE PIPELINE COMPANY

FERC NGA Gas Tariff

Paiute Pipeline Company's Fourth Revised Volume No. 1-A

Effective Date: July 31, 2013

F7: Non-Conforming Service Agreement
with Wimar Tahoe Corporation dba Lake Tahoe
Horizon Casino Resort

Option Code: A

Issued On: July 31, 2013

Effective On: July 31, 2013

TRANSPORTATION SERVICE AGREEMENT

This is an AGREEMENT made and entered into as of the 13th day of May, 1991, by and between PAIUTE PIPELINE COMPANY, a Nevada corporation, herein called "Seller," and WIMAR TAHOE CORPORATION dba LAKE TAHOE HORIZON CASINO RESORT, herein called "Shipper."

WITNESSETH:

WHEREAS, on June 28, 1990 Seller notified its customers that Seller is planning to construct additional facilities so as to expand the capacity of its mainline transmission system;

WHEREAS, Shipper desires to obtain firm transportation service from Seller by means of the expanded transmission system capacity proposed to be available on Seller's system; and

WHEREAS, following a determination by Seller of the extent of customer interest in firm transportation capacity on Seller's system, a determination by Seller of the specific facilities to be constructed, and the execution of service agreements providing for the firm transportation service to be rendered by means of the expanded capacity on Seller's system, Seller intends to file a certificate application with the Federal Energy Regulatory Commission for authorization to construct and operate the additional facilities.

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

ARTICLE I - GAS TO BE TRANSPORTED

Subject to the terms, conditions and limitations hereof, Seller agrees to receive from Shipper, or for Shipper's account, at the Idaho-Nevada Interconnection between Seller and Northwest Pipeline Corporation (herein called "Receipt Point"), up to the following quantities of natural gas, as applicable, which shall constitute Shipper's Reserved Capacities:

Daily Reserved Capacity:	225 Dth
Summer Daily Reserved Capacity:	166 Dth
Annual Reserved Capacity:	* Dth

*The above Annual Reserved Capacity is to be determined from time to time in accordance with the policies of the Federal Energy Regulatory Commission (FERC) and set forth in the Index of Firm Shippers of Seller's FERC Gas Tariff, Volume No. 1-A, as amended or superseded from time to time.

At Shipper's request, Seller shall thereupon transport the equivalent quantity of gas through its pipeline system, and deliver the equivalent quantity less Gas Used by Seller to Shipper or for the account of Shipper at the Delivery Point(s) specified herein. Seller shall not be obligated to receive

and/or transport quantities of gas in excess of the applicable Reserved Capacities.

ARTICLE II - DELIVERY POINTS, PRESSURES AND QUANTITIES

Delivery of natural gas by Seller to Shipper shall be at or near the points whose locations, Delivery Pressures, Assumed Atmospheric Pressures, and Maximum Daily Quantities are described as follows:

See Exhibit A

ARTICLE III - APPLICABLE TRANSPORTATION RATES AND RATE SCHEDULE

Shipper agrees to pay Seller for all natural gas transportation service rendered under the terms of this Agreement in accordance with Seller's Rate Schedule FT-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.

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall become effective on the date hereof, and shall continue in effect for a period extending for a primary term to and including the date that is ten (10) years after the date that Seller places in service the facilities necessary to provide service hereunder, and from year to year thereafter, subject however, to termination (i) at expiration of the said primary term or upon any anniversary thereafter by either party hereto through written notice so stating and given to the other no less than twelve (12) months in advance; (ii) by either party, by giving written notice to the other, if Seller does not file the certificate application referenced hereinabove by September 1, 1991; (iii) by Seller, by giving written notice to Shipper within thirty (30) days of the date that an order of the Federal Energy Regulatory Commission granting the certificate authorization referenced hereinabove becomes final, if such certificate order contains terms and conditions that are unsatisfactory to Seller; or (iv) by Shipper, by giving written notice to Seller within fifteen (15) days of the date that Seller, following receipt on or before May 13, 1991 of executed firm transportation service agreements from those shippers responding to the June 28, 1990 notice referenced hereinabove, provides written notification to such shippers of its revised estimated "initial rate" (at a 100 percent load factor) for service hereunder (such estimated "initial rate" shall be Seller's estimate of the maximum allowable rate under Seller's Rate Schedule FT-1 to be approved in Seller's first general rate case proceeding in which the costs of the additional facilities referenced hereinabove are included in Seller's rates), if such revised "initial rate" exceeds 120 percent of Seller's originally estimated "initial rate." Shipper shall not be liable to Seller for the reservation charges under Rate Schedule FT-1 until such facilities are placed in service.

If this Agreement is terminated under (i) above, Seller shall not abandon the service it had been rendering under this Agreement unless, and until Seller obtains permission and approval for such abandonment pursuant to Section 7(b) of the Natural Gas Act, or a new superseding service agreement executed by Seller and Shipper becomes effective.

In the event Shipper desires to reduce the Reserved Capacities set forth in Article I of this Agreement or terminate this Agreement at any time prior to or after the in-service date of the facilities necessary to provide the transportation service contemplated by this Agreement, and there is another Shipper in the firm transportation queue established by Seller, eligible to receive firm transportation, which is acceptable to Seller under Section 7 of the General Terms and Conditions of Seller's FERC Gas Tariff, Volume No. 1-A, which executes a Transportation Agreement with Seller for equivalent capacity under terms and conditions acceptable to Seller, Seller will allow Shipper to so amend or terminate this Agreement, effective as of the date the new Shipper assumes all of the obligations and responsibilities theretofore assumed by Shipper.

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 telegraph with all postage and charges prepaid, to either Shipper or Seller 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, NV 89193-4197

Wixmar Tahoe Corporation
dba Lake Tahoe Horizon Casino Resort
P.O. Box C
Stateline, NV 89449

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

ARTICLE VI - OTHER OPERATING PROVISIONS

The transportation service contemplated herein shall be provided by Seller in accordance with Subpart G of Part 284 of the Federal Energy Regulatory Commission's Regulations. Seller and Shipper agree that nothing in this Agreement shall limit or preclude any right of Shipper to participate in a capacity brokering program authorized by the Federal Energy Regulatory Commission.

ARTICLE VII - ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

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

NONE.

ARTICLE VIII - CANCELLATION OF PRIOR AGREEMENT(S)

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

NONE.

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 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
"Seller"

Attest: Thomas J. Trimble

By: Edward A. Zub

WIMAR TAHOE CORPORATION
dba LAKE TAHOE HORIZON
CASINO RESORT
"Shipper"

Attest: Montgomery

By: Ron McKenzie
U.P. Finance

EXHIBIT A
to the
FT-1 Service Agreement
Between Paiute Pipeline Company
and Wimar Tahoe Corporation dba Lake Tahoe Horizon Casino Resort

<u>Delivery Point(s)</u>	<u>Delivery Pressure (Not More Than Psig)</u>	<u>Assumed Atmospheric Pressure (Psia)</u>	<u>Maximum Daily Quantities (Dth)</u>
<u>Stateline City Gate</u> <u>No. 1 (Southwest Gas Corp.)</u> NE/4, Section 26 T13N, R18E Douglas County, NV	43	11.71	225