

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

Sheet No. 267
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

F42: Non-Conforming Service Agreement with
IGI Resources, Inc.

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 1ST day of December, 2007, by and between PAIUTE PIPELINE COMPANY, a Nevada corporation, herein called "Paiute," and IGI RESOURCES, INC., herein called "Shipper".

WITNESSETH:

WHEREAS, Shipper has obtained a permanent release of firm transportation capacity on Paiute's system from BP Energy Company, as evidenced by the form attached hereto as Exhibit B.

In consideration of the mutual covenants and agreements as herein set forth, 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: 722 Dth
Summer Daily Reserved Capacity: 722 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:

<u>Receipt Point(s)</u>	<u>Period</u>	<u>Maximum Daily Quantities (Dth)</u>
Wadsworth Junction	Winter and Summer	722

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.

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accordance with Paiute's Rate Schedule FT-1, as filed with the Federal Energy Regulatory Commission, and as amended or superseded from time to time.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 December 1, 2007, and shall continue in effect for a period extending for a primary term to and including November 1, 2017, and from year to year thereafter, subject however, to termination 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.

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

NOTICES:
IGI Resources, Inc.
Attn: Contract Administration
P.O. Box 6488
Boise, ID 83707-6488

INVOICES:
IGI Resources, Inc.
Attn: Accounting and Administration
P.O. Box 6488
Boise, ID 83707-6488

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 Paiute in accordance with Subpart G of Part 284 of the Federal Energy Regulatory Commission's Regulations.

ARTICLE VII - ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

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:

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 (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: Cheryl A. Hurst

By: Edward C. McMathie

Title: Vice President / General Manager

IGI RESOURCES, INC.
"Shipper"

Attest: _____

By: 

Title: **Randy Schultz**
President

EXHIBIT A
to
Transportation Service Agreement No. F42
Dated December 1, 2007
Between Paiute Pipeline Company
and
IGI Resources, Inc.

<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>Carson City City Gate No. 3</u>			
NW/4, Section 21			
T15N, R20E			
Carson City County, Nevada	43	12.41	206
<u>Minden-Gardnerville</u>			
SW/4, Section 19			
T13N, R20E			
Douglas County, Nevada	250	12.41	516

EXHIBIT B

TF03 1240010005P158First Revised Sheet No. 124
TF04 Original Sheet No. 124
TF05Edward C. McMurtrie, Vice President/General Manager
TF06110503 120903
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: BP Energy Company
Address: 1010 North 500 East, Suite 200, North Salt Lake, Utah 84054-1918
Contact Person: Karen Long
Phone Number: 801-939-9154
Fax Number: 801-451-9204

Service Agreement number from which capacity is to be released: F38
(# Shipper uses for nomination purposes)

Firm FT-1 Transportation Reserved Capacity to be Released (if applicable): 722 Dth/d

Specify if: Permanent X or Temporary

Commencement Date of Release: December 1, 2007

Termination Date of Temporary Release:

For FT-1 transportation releases, complete the following:

Table with 4 columns: RCPT. PT. RELEASED, VOLUME, DELV. PT. RELEASED, VOLUME. Rows include Carson City Citygate #3 (206) and Minden-Gardnerville (516).

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

Prearranged Replacement Shipper: IGI Resources, Inc.
Address: 701 Morrison-Knudsen Drive, Suite 300, Boise, ID 83712
Contact Person: Jeff Glynn
Phone Number: 208-395-0500
Fax Number: 208-395-0531
Rate Agreed to Pay For Release: max rate

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

Volumetric Bids Acceptable: Yes No X
Combination Rate Bid Acceptable: Yes No X
Contingent Bids Acceptable: Yes No X 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)