

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

Sheet No. 255
Version 1.0.0

PAIUTE PIPELINE COMPANY

FERC NGA Gas Tariff

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

Effective Date: December 1, 2019

F29: Non-Conforming Service Agreement with
Sierra Pacific Power Company

Option Code: A

Issued On:

Effective On: December 1, 2019

RESTATEMENT OF AGREEMENT No. F29

TRANSPORTATION SERVICE AGREEMENT

This is an AGREEMENT made and entered into as of the 31st day of August 2020 ("Execution Date"), by and between PAIUTE PIPELINE COMPANY, a Nevada corporation, herein called "Paiute," and SIERRA PACIFIC POWER COMPANY d/b/a NV ENERGY INC., a Nevada corporation, herein called "Shipper".

WHEREAS, Paiute and Shipper are parties to that certain Transportation Service Agreement dated April 1, 2002, designated as Agreement No. F29, as amended by Agreement No. F29-A dated October 15, 2004, designated as Agreement No. F29-A, as further amended by Agreement No. F29-B dated October 26, 2011, designated as Agreement No. F29-B, and as further amended by Agreement No. F29-C dated April 7, 2015, designated as Agreement No. F29-C (hereinafter together referred to as "Agreement No. F29");

WHEREAS, Paiute and Shipper desire to delete all the prior agreements listed in Article VIII - Cancellation of Prior Agreement(s), and insert "NONE" in the current pro-forma Article VII - Cancellation of Prior Agreement(s);

WHEREAS, Paiute and Shipper desire to change the names of the Delivery Points listed in Exhibit A to the pro-forma Agreement No. F29 from "Sierra Pacific City Gate No. 1" Delivery Point to "Reno City Gate No. 1", "Sierra Pacific City Gate No. 2" Delivery Point to "Reno City Gate No. 2", "Sierra Pacific City Gate No. 3" Delivery Point to "Reno City Gate No. 3", "Sierra Pacific City Gate No. 4" Delivery Point to "Reno City Gate No. 4", and "Sierra Pacific City Gate No. 5" Delivery Point to "Reno City Gate No. 5";

WHEREAS, Paiute and the Shipper desire to modify the footnote designated as "*" on the Exhibit A changing all references in the footnote of "delivery points" to "Delivery Locations and Delivery Points";

WHEREAS, Paiute and Shipper desire to change the location of the Tracy Power Plant Delivery Point listed in Exhibit A to the pro-forma Agreement No. F29 from "Washoe County" to "Storey County";

WHEREAS, Paiute and Shipper desire to use the currently effective Form of Service Agreement, except for the Exhibit A, and restate Agreement No. F29; Paiute and the Shipper acknowledge that footnotes in the Exhibit A will render the restated agreement non-conforming;

WHEREAS, Paiute and Shipper desire to amend Agreement No. F29 to extend the primary term end date to November 30, 2024 with a primary term of at least five years as measured from December 1, 2019 in accordance with Article IV of the Offer of Settlement approved by the Federal Energy Regulatory Commission in a letter order dated July 6, 2020 (*Paiute Pipeline Co.*, Docket No. RP19-1291-005, 172 FERC ¶ 61,014 (2020)) to qualify for the Category 2 Base Tariff Rate as set forth on the Statement of Rates; and

WHEREAS, it is the intention of Paiute and Shipper that this Amendment may be executed in multiple counterparts and by electronic means, together which shall constitute one instrument; and that the electronic signatures of the respective party, whether digital or encrypted, are intended to authenticate the Amendment and are to be given the same force and effect as manual signatures.

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

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

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

ARTICLE VI -REGULATORY AUTHORIZATION

The transportation service to be rendered hereunder shall be provided by Paiute in accordance with Subpart G of Part 284 of the Federal Energy Regulatory Commission's Regulations.

ARTICLE VII - CANCELLATION OF PRIOR AGREEMENT(S)

When this Agreement becomes effective, it supersedes, cancels and terminates the following agreement(s), including any related amendment(s) and exhibit(s):

NONE

ARTICLE VIII - GOVERNING LAW

Paiute and Shipper expressly agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement, without regard to the conflict of laws rules of such state. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

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 as the Execution Date, shall become effective on December 1, 2019.

SIERRA PACIFIC POWER COMPANY

PAIUTE PIPELINE COMPANY

Signature: Anita Hart

Signature: Mark A. Litwin

Name: Anita Hart

Name: Mark A. Litwin

Title: Director, Resource Planning & Analysis

Title: VP/General Manager

EXHIBIT A
to the
FT-1 Transportation Service Agreement
Execution Date August 31, 2020, Effective
December 1, 2019

Between Paiute Pipeline Company
and
Sierra Pacific Power Company

Primary Term Begin Date: April 1, 2002

Primary Term End Date: November 30, 2024

Evergreen Provision Rollover Periods: One year beginning after the end of the primary term or any rollover period and year-to-year thereafter.

Evergreen Provision Termination Notice Period: One year prior to the end of the primary term or any rollover period.

Daily Reserved Capacity: 68,696 Dth
Summer Daily Reserved Capacity: 61,044 Dth

Receipt Point(s)	Period	Maximum Daily Quantities (Dth)
Primary Receipt Points/Scheduling Rights:		
Owyhee	Winter	<u>68,696</u>
Owyhee	Summer	<u>61,044</u>

Primary Delivery Locations/Scheduling Rights by Delivery Location (DL)

	Winter (Dth/d)	Summer (Dth/d)
DL 5--Upper Carson	<u>54,826*</u>	<u>54,826*</u>
DL 6--Reno	<u>68,696*</u>	<u>61,044*</u>

Delivery Point(s)

Delivery Point(s) by DL	Delivery Pressure (Maximum Psig, unless otherwise indicated)	Assumed Atmospheric Pressure (Psia)	Delivery Point Maximum Daily Quantities (Dth)
<u>DL5</u>			
Fort Churchill Power Plant NW/4, Section 15 T15N, R25E Lyon County, Nevada	80	12.58	54,826*
<u>DL6</u>			
Tracy Power Plant NE/4, Section 33 T20N, R22E Storey County, Nevada	**	12.58	53,982*

<u>Reno City Gate #1</u>			
NW/4, Section 36			
T20N, R19E			
Washoe County, Nevada	200	12.41	50,533*
<u>Reno City Gate#2</u>			
SW/4, Section 27			
T20N, R20E			
Washoe County, Nevada	90	12.58	32,000*
<u>Reno City Gate #3</u>			
SW/4, Section 30			
T20N, R20E			
Washoe County, Nevada	90	12.41	6,000*
<u>Reno City Gate #4</u>			
NE/4, Section 33			
T20N, R22E			
Storey County, Nevada	22	12.58	20*
<u>Reno City Gate #5</u>			
SW/4, Section 28			
T20N, R20E			
Washoe County, Nevada	90	12.58	9,000*

* Notwithstanding the maximum daily quantities set forth for each of the foregoing Delivery Locations and Delivery Points, Paiute shall not be obligated to transport for redelivery, and Shipper shall not be entitled hereunder to receive: (1) on any day during the Winter Period, for all of such Delivery Locations and Delivery Points, an aggregate quantity of natural gas under both this Agreement and Agreement No. F32 together that exceeds 91,696 Dth, less Gas Used by Paiute, or (2) on any day during the Summer Period, for all of such Delivery Locations and Delivery Points, an aggregate quantity of natural gas that exceeds 61,044 Dth, less Gas Used by Paiute, or (3) on any day, for those delivery points served by the Reno Lateral (i.e., the Tracy Power Plant and the various city gate Delivery Locations and Delivery Points), an aggregate quantity of natural gas under both this Agreement and Agreement No. F32 together that exceeds 80,627 Dth.

** Paiute shall deliver natural gas to the Tracy Power Plant delivery point at the prevailing pressure existing from time to time in Paiute's Reno Lateral pipeline at the point of interconnection with the lateral line that serves the Tracy Power Plant. Under normal operating conditions, such pressure is expected to exceed 325 Psig.

Lateral Capacity Limitations:

Notwithstanding the maximum daily quantities set forth for each of the foregoing Delivery Points, Paiute shall not be obligated to transport for redelivery, and Shipper shall not be entitled hereunder to receive, on any day, for those Delivery Points served by the N/A Lateral ([Describe]), an aggregate quantity of gas under this Agreement [if applicable: and Agreement No. (or Nos.)] exceeding N/A Dth.

Hourly Limitations:

Notwithstanding the maximum daily quantity set forth for the Tracy Power Plant Delivery Point, Paiute shall not be obligated to transport for redelivery at such Delivery Point, and Shipper shall not be entitled hereunder to receive at such Delivery Point, during any hour of the day, a quantity of gas that exceeds 2,249 Dth.

Notwithstanding the maximum daily quantity set forth for the Fort Churchill Power Plant Delivery Point, Paiute shall not be obligated to transport for redelivery at such Delivery Point, and Shipper shall not be entitled hereunder to receive at such Delivery Point, during any hour of the day, a quantity of gas that exceeds 2,284 Dth.