

SOUTHWEST GAS CORPORATION

P.O. Box 98510

Las Vegas, Nevada 89193-8510

California Gas Tariff

Canceling _____ Revised _____
Revised _____

Cal. P.U.C. Sheet No. 4514-G

Cal. P.U.C. Sheet No. 4050-G

Schedule No. GN-T

CORE TRANSPORTATION SERVICE OF
CUSTOMER-SECURED NATURAL GAS

APPLICABILITY

Applicable to intrastate gas transportation service of customer-secured natural gas under the terms of an executed Transportation Service Agreement. Transportation service under this schedule is limited to those core gas customers whose average monthly quantity will exceed 20,800 therms to each customer's premises (Large Core customer), or to groups of core gas customers whose aggregate annual consumption exceeds 250,000 therms. Each such group of core gas customers is a Core Transport Group (Group). The total volumes of gas transported by the Company for customers aggregating core loads shall be limited to ten percent (10%) of the Company's total retail core requirements. If the combined load of customers aggregating core loads reaches eight percent (8%) of the Company's core market demand, the Company will enter into negotiations with the affected parties to attempt to increase the existing ten percent (10%) cap limit on customer participation. If a customer has multiple points of delivery at a single premise, the aggregate of all points of delivery receiving transportation service can be used to meet the minimum volumetric requirement. However, noncore loads associated with the same premises cannot be aggregated with core loads in order to meet the minimum volumetric requirement. Customers aggregating core loads will not be permitted to combine loads in the Company's Northern and Southern California Divisions for purposes of establishing eligibility under this schedule. Service under this schedule will be provided in conformance with Rule No. 22, Transportation of Customer-Secured Natural Gas, of this California Gas Tariff.

TERRITORY

Throughout the Company's certificated gas service areas in its Southern and Northern California Divisions.

RATES

The customer, including each customer in a Group, shall pay the following charges to transport natural gas under this schedule:

Advice Letter No. 511
Decision No. 95-07-048

Issued by
Edward S. Zub
Vice President

Date Filed October 3, 1995
Effective November 12, 1995
Resolution No. _____

Schedule No. GN-T

CORE TRANSPORTATION SERVICE OF
CUSTOMER-SECURED NATURAL GAS

(Continued)

RATES *(Continued)*

1. Basic Service Charge: The Basic Service Charge per month is the charge per meter as set forth in the customer's otherwise applicable gas sales tariff schedule as set forth in the currently-effective Statement of Rates of this California Gas Tariff.
2. Transportation Service Charge: The Transportation Service Charge per month is the charge as set forth in the currently-effective Statement of Rates of this California Gas Tariff. For billing purposes, an aggregating group's Core Transport Agent (Aggregator) will be considered as one account and will be billed only one Transportation Service Charge per month.
3. Volume Charge: An amount equal to the applicable Volume Charge per therm of gas received by the Company for the account of the customer. The Volume Charge shall consist of the total currently-effective commodity charge per therm under the customer's otherwise applicable core rate schedule, excluding the gas cost and interstate reservation charge components. These charges are set forth in the currently-effective Statement of Rates of this California Gas Tariff and are incorporated herein by reference.
4. Balancing Account Adjustments: For customers converting from sales service, an additional amount equal to the currently effective PGA and CFCAM Balancing Account Adjustments for twelve (12) months.

The minimum monthly charge per account is the Basic Service Charge plus the Transportation Service Charge where applicable.

The number of therms shall be determined in accordance with the provisions of Rule No. 2C of this California Gas Tariff.

Customer bills will be determined based on the customer's scheduled quantities, except for customers aggregating core loads whose bills will be determined based on metered quantities.

Schedule No. GN-T

CORE TRANSPORTATION SERVICE OF
CUSTOMER-SECURED NATURAL GAS

(Continued)

RATES (Continued)

In addition to the charges described above, the customer shall be responsible for any gas costs, taxes and/or fees incurred by the Company in taking delivery of customer-secured natural gas from upstream suppliers.

FIRM INTERSTATE CAPACITY

As a condition of participation under Schedule No. GN-T, individual Large Core customers shall be required to take assignment of the capacity, if any, reserved by the Company on their behalf. As a condition precedent to the assignment of capacity, Large Core customers must execute a Pre-arranged Interstate Capacity Transfer with the Company at a price equal to the average of the Company's interstate capacity cost. If the interstate capacity assignment is made at less than one hundred percent (100%) of the pipeline capacity reservation rate and the Large Core customer fails to match a competitive bid for the assigned capacity, the Large Core customer shall be immediately terminated from the Core Transportation program. In addition, the Large Core customer shall be required to execute the necessary contracts with the applicable interstate pipelines and shall be financially responsible to the Company for all applicable pipeline demand charges associated with such capacity. In the event the Large Core customer does not qualify for and take full assignment of the capacity reserved by the Company on behalf of the Large Core customer, the Large Core customer shall be immediately terminated from the Core Transportation program. In the event of such termination, the Large Core customer shall be served under the otherwise applicable sales schedule.

CURTAILMENT OF SERVICE

Service under this schedule may be curtailed in accordance with the curtailment provisions of Rule No. 21 of this California Gas Tariff.

Schedule No. GN-T

CORE TRANSPORTATION SERVICE OF
CUSTOMER-SECURED NATURAL GAS

(Continued)

SERVICE AGREEMENT

To obtain service under this schedule, a Large Core customer or Aggregator must execute a Transportation Service Agreement. To participate in the Core Aggregation Transportation program, each customer must execute a Utility Authorization Notice (Form No. 881.0). Any terms and conditions of transportation service not covered in this schedule or in Rule No. 22 shall be set forth in the Transportation Service Agreement and Utility Authorization Notice.

SERVICE DENIAL

Any customer denied service by the Company under this schedule shall have the same means of recourse to the Commission as customers denied service under the Company's sales tariff schedules.

SPECIAL CONDITIONS

Gas service under this schedule is not available for "standby" or occasional temporary service. Customers electing service under this schedule must request such service for 100 percent of the usage served at each meter location.

FORCE MAJEURE

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, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, depletion of or temporary failure of gas supply, 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.

SOUTHWEST GAS CORPORATION

P.O. Box 98510

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California Gas Tariff

Canceling _____
Revised _____

Cal. P.U.C. Sheet No. 4518-G

Cal. P.U.C. Sheet No. 4284-G

Schedule No. GN-T

CORE TRANSPORTATION SERVICE OF
CUSTOMER-SECURED NATURAL GAS

(Continued)

FORCE MAJEURE *(Continued)*

Liabilities Not Relieved. Neither the customer nor the Company 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 gas theretofore delivered.

Advice Letter No. 511
Decision No. 95-07-048

Issued by
Edward S. Zub
Vice President

Date Filed October 3, 1995
Effective November 12, 1995
Resolution No. _____

FORM OF SERVICE AGREEMENT FOR
INTRASTATE TRANSPORTATION OF CUSTOMER-SECURED
NATURAL GAS UNDER
RATE SCHEDULE NO. GN-T
LARGE CORE

This AGREEMENT is entered into this _____ day of _____, _____, by and between SOUTHWEST GAS CORPORATION, a California corporation, ("the Company") and _____ ("the Customer").

WITNESSETH:

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

ARTICLE I - GAS TO BE TRANSPORTED

Subject to the terms, conditions and limitations hereof, the Company agrees to receive for the Customer's account, at the interconnection between the _____ and _____ ("Receipt Point(s)"), for transportation, up to the following daily quantity of natural gas, which shall constitute the Customer's Maximum Daily Quantity.

_____ Therms

The Company shall thereupon transport the equivalent quantity of gas through _____ and its pipeline system, and deliver the equivalent quantity to the Customer or for the account of the Customer at the Point(s) of Delivery as specified in Article II below.

The Company shall not be obligated to receive and/or transport quantities of gas in excess of the Maximum Daily Quantity.

ARTICLE II - DELIVERY POINTS, PRESSURES AND QUANTITIES

Delivery of natural gas by the Company to the Customer shall be at or near the points whose locations, delivery pressures, assumed atmospheric pressures, and maximum quantity per day are described as follows:

<u>Delivery Point(s)</u>	<u>Delivery Pressure</u>	<u>Maximum Atmospheric Pressure</u>	<u>Delivery Point Quantity Per Day</u>
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ARTICLE III - APPLICABLE TRANSPORTATION RATES AND RATE SCHEDULE

The Customer agrees to pay the Company for all natural gas transportation service rendered under the terms of this Agreement in accordance with the Rate Schedule No. GN-T, as filed with the California Public Utilities Commission and as amended or superseded from time to time. The transportation rate to be charged pursuant to Rate Schedule No. GN-T is set forth in Exhibit A, which is attached hereto and by this reference incorporated herein.

ARTICLE IV - MINIMUM TRANSPORTATION OBLIGATION

The Customer agrees to transport on an annual basis from the effective date of this Agreement a minimum volume of _____ therms ("Minimum Transportation Obligation"). If the Customer fails to satisfy the Minimum Transportation Obligation, the Customer shall pay the Company upon demand the per therm margin rate, as set forth in the Statement of Rates for the Company's California Gas Tariff, for the difference in therms transported during the annual period and the Minimum Transportation Obligation.

ARTICLE V - ASSIGNMENT OF INTERSTATE CAPACITY

To the extent the Company has reserved interstate pipeline capacity for the Customer's benefit, the Customer shall prior to or concurrently with the execution of this Agreement enter into a Interstate Capacity Assignment Agreement in the form attached hereto as Exhibit B, whereby the Customer agrees to assume the Company's obligations with respect to such capacity equal to the Maximum Daily Quantity identified above, for the duration of this Agreement.

ARTICLE VI - TERM OF AGREEMENT

This Agreement shall become effective on _____ 1, 1993, and shall continue in effect for the period extending for a primary term to and including _____, _____ and from month to month thereafter; subject, however, to termination at expiration of the said primary term, or upon the first day of any calendar month thereafter, by a party hereto, through written notice so stating and given to the other party no less than thirty (30) days in advance.

ARTICLE VII - NOTICES

Any notice, request or demand concerning this Agreement shall be written and delivered personally, by facsimile, or by over-night mail with all postage and charges prepaid, to the other party as follows:

SOUTHWEST GAS CORPORATION

P.O. Box 98510

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Cal. P.U.C. Sheet No. 4058-G

Cal. P.U.C. Sheet No. 3699-G

Southwest Gas Corporation

Customer

PH. No. _____
FAX No. _____

PH. No. _____
FAX No. _____

Routine communications, including statements, invoices, billings and other recurring matters, shall be sent by the Company to the Customer by first-class mail to:

Customer

PH. No. _____
FAX No. _____

Normal operating communications may be made by telephone, with subsequent written confirmation, or by facsimile to the Company's Operations Section at:

Southwest Gas Corporation

PH. No. _____
FAX No. _____

Notices, requests and demands concerning this Agreement shall be deemed delivered when received. Routine communications shall be deemed delivered when mailed. Either party may change its address at any time upon written notice to the other party.

ARTICLE VIII - OTHER OPERATING PROVISIONS

(To be used when necessary to specify other operative provisions.)

ARTICLE IX - ADJUSTMENTS TO RULES

Notwithstanding the provisions of Article XIV hereof, certain of the Rules applicable to the transportation rate schedule are to be adjusted for the purpose of this Agreement, as specified below:

(To be used when necessary.)

Advice Letter No. 461

Decision No. _____

Issued by

Marvin R. Shaw

Executive Vice President

Date Filed August 16, 1993

Effective October 1, 1993

Resolution No. _____

ARTICLE X - PRIOR AGREEMENTS

The Customer recognizes that the Company has existing agreements and working relationships with its pipeline companies, and the Company agrees to cooperate reasonably with them for the purpose of receiving, transporting and delivering the Customer's gas in a practical and efficient manner. Nothing in this Agreement shall be construed in any manner as limiting or modifying the rights or obligations of any of the parties under the Company's Rate Schedule No. GN-T on file with the California Public Utilities Commission and any service agreement executed by the parties for service thereunder.

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

(To be used when necessary.)

ARTICLE XI - REGULATORY REQUIREMENTS

The Customer shall not take any action that would subject the Company to the jurisdiction of the Federal Energy Regulatory Commission, the Economic Regulatory Administration, or any successor governmental agency. Any such action shall be cause for immediate termination of this Agreement. This Agreement, all terms and provisions contained or incorporated herein, and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction over the subject matter of this Agreement. This Agreement shall at all times be subject to such changes or modifications by the California Public Utilities Commission as it may from time to time direct in the exercise of its jurisdiction.

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

ARTICLE XII - CONFIDENTIALITY

Neither the Company nor the Customer, nor their respective affiliates, directors, officers, employees, agents or permitted assignees shall disclose to any third party the terms and provisions of this Agreement without the other party's prior written consent; provided, however, the Company may make such disclosure to any state or federal governmental authority (including any court) as in the opinion of counsel for the Company is required by applicable law, rule or regulation without the Customer's consent.

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Revised _____

Cal. P.U.C. Sheet No. 4060-G

Cal. P.U.C. Sheet No. 3701-G

ARTICLE XIII - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. No assignment or transfer by any party hereunder shall be made without written approval of the other parties. 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.

ARTICLE XIV - RULES

The Rules of the Company as authorized by and on file with the California Public Utilities Commission in the Company's California Gas Tariff shall apply to the transaction to be performed hereunder, and are hereby incorporated by reference into this Agreement, except as otherwise provided in this Agreement.

SOUTHWEST GAS CORPORATION

(Customer)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Advice Letter No. 461

Decision No. _____

Issued by
Marvin R. Shaw
Executive Vice President

Date Filed August 16, 1993

Effective October 1, 1993

Resolution No. _____

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____ Revised _____ Cal. P.U.C. Sheet No. 4061-G
Revised _____ Cal. P.U.C. Sheet No. 3702-G

EXHIBIT A

SOUTHWEST GAS CORPORATION
STATEMENT OF EFFECTIVE RATES
SCHEDULE NO. GN-T
LARGE CORE TRANSPORTATION SERVICE

Current Effective Rate

Basic Service Charge per Month per Meter \$

Number of Meters

Basic Service Charge per Month \$

Transportation Service Charge per Month \$

Transportation Volume Charge:

All Deliveries per Therm \$

Priority Classification:

Minimum Annual Volume:

Anniversary Date for

Minimum Annual Volume:

Effective Date:

Date Issued:

Customer:

CUSTOMER NAME

SOUTHWEST GAS CORPORATION

CUSTOMER NAME

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Advice Letter No. 461 Issued by Marvin R. Shaw Date Filed August 16, 1993
Decision No. _____ Executive Vice President Effective October 1, 1993
Resolution No. _____

EXHIBIT B

FORM OF PRE-ARRANGED INTERSTATE CAPACITY
ASSIGNMENT AGREEMENT
RATE SCHEDULE NO. GN-T

LARGE CORE

THIS AGREEMENT is entered into as of _____, 199__, by and between SOUTHWEST GAS CORPORATION ("Southwest") and _____ ("Shipper"), collectively referred to as "Parties," for the assignment of firm interstate pipeline capacity held by Southwest to Shipper.

NOW THEREFORE, in consideration of the promises and mutual undertakings set forth below, the Parties agree as follows:

1. Subject to the provisions of this Agreement, Southwest hereby assigns its right title and interest to certain of its interstate capacity on _____ ("Pipeline") to Shipper. The capacity assigned and the specific conditions applicable to such assignment are set forth in Appendix "A" attached hereto and made part of this Agreement.

2. The assignment shall become effective when; (1) all governmental approvals and authorizations necessary to implement the assignment shall be issued, received and accepted, and (2) all contracts with the Pipeline necessary to effectuate the assignment have been executed by Shipper.

3. Shipper shall assume Southwest's obligations regarding the assigned capacity for the period of the assignment and guarantees that it shall pay all charges for such capacity including, but not limited to, reservation charges, volumetric charges, surcharges and all penalties and late charges directly to the Pipeline in accordance with the rules, tariffs and charges set forth by said Pipeline.

4. Should Shipper default on its payments to the Pipeline and said Pipeline bill Southwest for any unpaid charges, Shipper shall be in violation of this Agreement until such time as Shipper meets all outstanding financial obligations to the Pipeline and said Pipeline notifies Southwest of same. If Shipper fails to pay the Pipeline or Southwest as the interest of each may appear, Southwest has the right to terminate this Agreement, on ten (10) days prior written notice, and reclaim the assigned capacity.

SOUTHWEST GAS CORPORATION

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Canceling _____ Revised _____ Cal. P.U.C. Sheet No. 4063-G
Original _____ Cal. P.U.C. Sheet No. 3704-G

5. Shipper shall reimburse Southwest for all amounts paid by Southwest to the Pipeline because of Shipper's failure to pay the Pipeline as provided for in this Agreement and, in addition, all costs of collection expended by Southwest to recover repayment of said amounts from Shipper, including, but not limited to, attorney fees and expenses. The repayment obligations of Shipper and collection rights of Southwest shall survive the termination of the Agreement.

6. Shipper shall further indemnify and hold Southwest harmless for all losses, incurred costs, expenses (including, without limitation, reasonable attorney's fees for in-house or outside counsel), damages and liabilities relating to the capacity assigned herein.

7. Shipper shall provide a letter of credit in favor of Southwest, for any and all losses incurred by Southwest, equal to one-quarter of the estimated Pipeline charges for the assigned capacity for the term of the assignment.

8. This Agreement shall extend to and be binding upon the Parties, their successors and assignees. Except as provided in Section 9 below, no assignment of the interests of the Parties hereto shall be made unless assigning party shall have first obtained the written consent of the other party.

9. If Shipper reassigns the assigned capacity to a third party through a Federal Energy Regulatory Commission-authorized release program of the Pipeline, Shipper shall continue to be responsible to Southwest for such capacity as provided for under the provisions of this Agreement.

10. Neither Southwest nor Shipper, nor their respective affiliates, directors, officers, employees, agents shall disclose to any third party the terms and conditions of the assignment prior to Southwest's submission of the assignment to the Pipeline for implementation.

11. The assignment shall be subject to all rules and regulations of any state or federal governmental authority (including a court) having jurisdiction over this agreement or the Parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed two (2) duplicate original copies hereof as of the date above.

SOUTHWEST GAS CORPORATION

"CUSTOMER" OR "AGENT"

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX "A"

CONDITIONS FOR ASSIGNED CAPACITY

Interstate Pipeline Contract:

Term of Assignment:

Starting Date of Term:

Daily Contract Quantity Assigned:

Receipt Point(s)/Quantities:

Delivery Point(s)/Quantities:

Recallable or Non-recallable:

Other Conditions of Assignment:

SOUTHWEST GAS CORPORATION

P.O. Box 98510

Las Vegas, Nevada 89193-8510

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Canceling _____ Revised _____
Revised _____

Cal. P.U.C. Sheet No. 4519-G

Cal. P.U.C. Sheet No. 4065-G

FORM OF SERVICE AGREEMENT FOR
INTRASTATE TRANSPORTATION OF CUSTOMER-SECURED
NATURAL GAS UNDER
SCHEDULE NO. GN-T
CORE AGGREGATION

This AGREEMENT is entered into this ____ day of _____, _____, by and between SOUTHWEST GAS CORPORATION, a California corporation, ("the Company") and _____ ("Aggregator").

WITNESSETH:

WHEREAS, the Aggregator desires to provide core aggregation for Customers of the Company ("the Customers") as listed in Exhibit A, which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Company desires to provide transportation services of customer secured natural gas service to the Aggregator for core aggregation;

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the Company and the Aggregator agree as follows:

ARTICLE I - GAS TO BE TRANSPORTED

Subject to the terms, conditions and limitations hereof, the Company agrees to receive on behalf of the Customers' accounts, at the interconnection between the _____ and _____ ("Receipt Point(s)"), for transportation, up to the following daily quantity of natural gas, specified in the attached Exhibit A, which shall constitute the Customers' Maximum Daily Quantity.

The Company shall thereupon transport the equivalent quantity of gas through _____ and its pipeline system, and deliver the equivalent quantity to the Customers or for the account of the Customers at the Points of Delivery as specified in the attached Exhibit A.

The Company shall not be obligated to receive and/or transport quantities of gas in excess of the Maximum Daily Quantity.

Advice Letter No. 511
Decision No. 95-07-048

Issued by
Edward S. Zub
Vice President

Date Filed October 3, 1995
Effective November 12, 1995
Resolution No. _____

ARTICLE II - APPLICABLE TRANSPORTATION RATES AND RATE SCHEDULE

The Customers shall pay (either directly or through the Aggregator) the Company for all natural gas transportation service rendered under the terms of this Agreement in accordance with Schedule No. GN-T, as filed with the California Public Utilities Commission and as amended or superseded from time to time. The transportation rate to be charged to each customer pursuant to Schedule No. GN-T is set forth in the attached Exhibit A.

Prior to receiving service under this Agreement, the Aggregator shall provide a security deposit to the Company determined in accordance with Section M of Rule No. 22 of the Company's California Gas Tariff. Any unpaid charges exceeding the Aggregator's security deposit will be billed pro rata to the Customers based upon each Customer's actual therm usage.

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 month to month thereafter, subject, however, to termination at expiration of the said primary term, or upon the first day of any calendar month thereafter, by a party hereto, through written notice so stating and given to the other party no less than thirty (30) days in advance.

ARTICLE IV - NOTICES

Any notice, request or demand concerning this Agreement shall be written and delivered personally, by facsimile, or by over-night mail with all postage and charges prepaid, to the other party as follows:

Southwest Gas Corporation

Aggregator

PH. No. _____

PH. No. _____

FAX No. _____

FAX No. _____

SOUTHWEST GAS CORPORATION

P.O. Box 98510

Las Vegas, Nevada 89193-8510

California Gas Tariff

Canceling _____ Revised _____
Revised _____

Cal. P.U.C. Sheet No. 4521-G

Cal. P.U.C. Sheet No. 4067-G

Routine communications, including statements, invoices, billings and other recurring matters, shall be sent by the Company to the Aggregator by first-class mail to:

Aggregator

PH. No. _____

FAX No. _____

Normal operating communications may be made by telephone, with subsequent written confirmation, or by facsimile to the Company's Operations Section at:

Southwest Gas Corporation

PH. No. _____

FAX No. _____

Notices, requests and demands concerning this Agreement shall be deemed delivered when received. Routine communications shall be deemed delivered when mailed. Either party may change its address at any time upon written notice to the other party.

ARTICLE V - OTHER OPERATING PROVISIONS

(To be used when necessary to specify other operative provisions.)

ARTICLE VI - ADJUSTMENTS TO RULES

Notwithstanding the provisions of Article XII hereof, certain of the Rules applicable to the transportation rate schedule are to be adjusted for the purpose of this Agreement, as specified below:

(To be used when necessary.)

Advice Letter No. 511
Decision No. 95-07-048

Issued by
Edward S. Zub
Vice President

Date Filed October 3, 1995
Effective November 12, 1995
Resolution No. _____

ARTICLE VII - PRIOR AGREEMENTS

The Aggregator recognizes that the Company has existing agreements and working relationships with its pipeline companies, and the Company agrees to cooperate reasonably with them for the purpose of receiving, transporting and delivering the Aggregator's gas in a practical and efficient manner. Nothing in this Agreement shall be construed in any manner as limiting or modifying the rights or obligations of any of the parties under the Company's Schedule No. GN-T on file with the California Public Utilities Commission and any service agreement executed by the parties for service thereunder.

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

(To be used when necessary.)

ARTICLE VIII - REGULATORY REQUIREMENTS

The Customers and the Aggregator shall not take any action that would subject the Company to the jurisdiction of the Federal Energy Regulatory Commission, the Economic Regulatory Administration, or any successor governmental agency. Any such action shall be cause for immediate termination of this Agreement. This Agreement, all terms and provisions contained or incorporated herein, and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction over the subject matter of this Agreement. This Agreement shall at all times be subject to such changes or modifications by the California Public Utilities Commission as it may from time to time direct in the exercise of its jurisdiction.

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

ARTICLE IX - CONFIDENTIALITY

Neither the Company nor the Customer, nor their respective affiliates, directors, officers, employees, agents or permitted assignees shall disclose to any third party the terms and provisions of this Agreement without the other party's prior written consent; provided, however, the Company may make such disclosure to any state or federal governmental authority (including any court) as in the opinion of counsel for the Company is required by applicable law, rule or regulation without the Customer's consent.

SOUTHWEST GAS CORPORATION

P.O. Box 98510

Las Vegas, Nevada 89193-8510

California Gas Tariff

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Revised _____

Cal. P.U.C. Sheet No. 4523-G

Cal. P.U.C. Sheet No. 4069-G

ARTICLE X - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. No assignment or transfer by any party hereunder shall be made without written approval of the other parties. 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.

ARTICLE XI - RULES

The Rules of the Company as authorized by and on file with the California Public Utilities Commission in the Company's California Gas Tariff shall apply to the transaction to be performed hereunder, and are hereby incorporated by reference into this Agreement, except as otherwise provided in this Agreement.

SOUTHWEST GAS CORPORATION

(Aggregator)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Advice Letter No. 511
Decision No. 95-07-048

Issued by
Edward S. Zub
Vice President

Date Filed October 3, 1995
Effective November 12, 1995
Resolution No. _____

SOUTHWEST GAS CORPORATION
P.O. Box 98510
Las Vegas, Nevada 89193-8510
California Gas Tariff

Canceling _____ Revised _____ Cal. P.U.C. Sheet No. 4524-G
Revised _____ Cal. P.U.C. Sheet No. _____*

EXHIBIT A

SOUTHWEST GAS CORPORATION
STATEMENT OF EFFECTIVE RATES
SCHEDULE NO. GN-T
CORE AGGREGATION TRANSPORTATION SERVICE

Current Effective Rate

Basic Service Charge per Month per Meter	\$
Number of Meters	
Basic Service Charge per Month	\$
Transportation Service Charge per Month	\$
Transportation Volume Charge:	
All Deliveries per Therm	\$

Maximum Daily Quantity (Therms)

Effective Date: _____
Date Issued: _____

CUSTOMER NAME: _____

SOUTHWEST GAS CORPORATION

CORE AGGREGATOR'S NAME

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Acting for itself and as Agent
for and on behalf of the
Customers listed above.

*4070-G, 4071-G, 4072-G and 4073-G

Advice Letter No. 511
Decision No. 95-07-048

Issued by
Edward S. Zub
Vice President

Date Filed October 3, 1995
Effective November 12, 1995
Resolution No. _____