



Ruby Pipeline, LLC

January 6, 2026

Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, NE, Room 1A
Washington, DC 20426

Re: Ruby Pipeline, LLC
Negotiated Rate Agreement
Docket No. RP26-____-000

Dear Secretary Reese:

Ruby Pipeline, LLC (“Ruby”) hereby submits for filing with the Federal Energy Regulatory Commission (“Commission” or “FERC”) to become part of Ruby’s FERC Gas Tariff, Original Volume No. 1 (“Tariff”), the following revised tariff sections (the “Proposed Tariff Sections”) with a requested effective date of January 7, 2026.

<u>Section Name</u>	<u>Section Version</u>
Part II: Stmt. of Rates, Section 4 – Statement of Negotiated Rates	14.0.0
Part II: Stmt. of Rates, Section 4.7 – Sierra #961921	0.0.0
Part II: Stmt. of Rates, Section 4.7.1 – Sierra #961921 Ex. A	0.0.0
Part II: Stmt. of Rates, Section 4.7.2 – Sierra #961921 Ex. B	0.0.0

Pursuant to Part 154 of the Commission’s regulations,¹ the following items are included in this filing:

1. An eTariff XML filing package containing the Proposed Tariff Sections in electronic format;
2. A PDF file of the clean Proposed Tariff Sections for posting in the Commission’s eLibrary;
3. A PDF file of the marked Proposed Tariff Sections for posting in the Commission’s eLibrary; and
4. This transmittal letter.

Statement of the Nature, Reasons, and Basis for the Proposed Changes

Pursuant to 18 CFR § 154.601, Ruby is submitting this instant filing to implement one new negotiated rate transportation service agreement (“TSA”) between Ruby and:

Sierra Pacific Power Company, Contract No. 961921

¹ 18 CFR § 154 (2025).

A copy of the TSA is attached hereto. The contract has an effective date of January 7, 2026. Pursuant to Section 4.14 of the General Terms and Conditions of its Tariff, Ruby has authority to negotiate rates in accordance with the Commission's Policy Statement on the Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines ("Policy Statement").² This policy requires either the filing of the negotiated rate agreement or a tariff section reflecting the essential elements of the negotiated rate agreement.

Accordingly, Ruby herein files the Proposed Tariff Sections which list the subject agreement, including, *inter alia*, the shipper's name, contract number, and contract terms.

Ruby hereby affirms that the TSA identified above does not deviate in any material respect from the form of service agreement in the Tariff.

Ruby requests that the Commission accept this filing and permit the Proposed Tariff Sections set forth herein to become effective on January 7, 2026, consistent with the effective date of the TSA.

Procedural Matters

Ruby respectfully requests waiver of the 30-day notice requirement in 18 CFR § 154.207, as necessary, so that the Proposed Tariff Sections submitted herewith may become effective on January 7, 2026. Approval of this requested waiver is in the public interest where no other shipper will be harmed and the needs of consumers are met. The Commission, in its Policy Statement, stated that it would readily grant requests to waive the 30-day notice requirement of 18 CFR § 154.207.³

Pursuant to the Commission's regulations, Ruby is submitting this filing via electronic filing. Ruby requests that the Commission grant all waivers of its regulations necessary for the Proposed Tariff Sections to become effective on January 7, 2026. If the Commission suspends the Proposed Tariff Sections, Ruby hereby moves to place the accepted Proposed Tariff Sections into effect at the end of the suspension period, if any, specified in the Commission order permitting the proposed changes to go into effect without change. If the Commission directs Ruby to change any aspect of Ruby's proposal prior to these Proposed Tariff Sections becoming effective, Ruby reserves the right to file a later motion to place the Proposed Tariff Sections into effect.

Previously Filed Tariff Versions of the Same Sections

In this instant proceeding, Ruby is filing with the Commission updated versions of the tariff sections Ruby submitted for filing on December 31, 2025, in Docket No. RP26-344-000 (the "Currently Pending Tariff Sections"). The Proposed Tariff Sections filed herein are, with Commission approval, intended to supersede the Currently Pending Tariff Sections and are drafted with the assumption that the Currently Pending Tariff Sections will be approved prior to, or coincident with, the Commission's approval of the instant filing. With

² *Policy Statement on Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076 (1996), *order on clarification*, 74 FERC ¶ 61,194, *order on reh'g*, 75 FERC ¶ 61,024 (1996), *order modifying negotiated rate policy*, 104 FERC ¶ 61,134 (2003); *order on reh'g and clarification*, 114 FERC ¶ 61,042 (2006) ("Policy Statement").

³ See Policy Statement, 74 FERC ¶ 61,076 at pp. 61,241-42; see also *Gulfstream Natural Gas System, L.L.C.*, 107 FERC ¶ 61,189, P 8 (2004).

Debbie-Anne A. Reese, Secretary

January 6, 2026

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this understanding, Ruby respectfully requests that the Commission approve the Proposed Tariff Sections set forth herein. However, in the event the Commission does not issue or has not yet issued an affirmative order in Docket No. RP26-344-000 regarding the Currently Pending Tariff Sections, Ruby will submit a filing at that time to reflect any necessary changes to the Proposed Tariff Sections tendered herein.

Communications and Service

Ruby requests that all Commission orders and correspondence as well as pleadings and correspondence by other parties concerning this filing be served on each of the following:

L. Drew Cutright
Vice President, Regulatory Affairs
Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
303-763-3438
drew.cutright@tallgrass.com

Stewart J. Merrick
Assistant General Counsel
Tallgrass Energy, LP
370 Van Gordon Street
Lakewood, CO 80228
801-230-8442
stewart.merrick@tallgrass.com

A copy of this filing is being served on Ruby's customers and all interested state commissions. A copy of this filing is also available for inspection during regular business hours at Ruby's office in Lakewood, Colorado.

Certification

The signature on this filing constitutes a certification that: (1) I have read the filing; (2) to the best of my knowledge and belief, the statements and information contained herein are true and correct; and (3) I possess full power and authority to sign this filing.

Respectfully submitted,



L. Drew Cutright
Vice President, Regulatory Affairs
Tallgrass Energy, LP

Authorized Representative of Ruby Pipeline, LLC

Clean Tariff Records

Statement of Negotiated Rates

Section 4.1	Pacific Gas & Electric Co. #220127-FTRUBY
Section 4.2	Castleton Commodities Merchant Trading L.P. #959579-PALRUBY
Section 4.3	ConocoPhillips Company #961007
Section 4.4	Castleton Commodities Merchant Trading L.P. #961011
Section 4.5	Idaho Power Company #962018
Section 4.6	Morgan Stanley Capital Group Inc. #962677
Section 4.7	Sierra Pacific Power Company #961921

TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT
DATED: July 4, 2025

The parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: RUBY PIPELINE, L.L.C.**
2. **Shipper: SIERRA PACIFIC POWER COMPANY**
3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Original Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.
4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at secondary receipt point(s) and/or secondary delivery point(s) shall be in accordance with the Tariff.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

- (i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.
6. **Receipt and Delivery Points:** Shipper agrees to tender Natural Gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver Natural Gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT and Section 4.13 or Section 4.14 of the GT&C. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.

8. **Negotiated Rate:** Yes No

9. **Maximum Delivery Quantity ("MDQ"):**

MDQ
(Dth/d)

Effective Date

39,000

In-Service Date through the date one day prior to the start of Conversion Period 1

Conversion Period 1 is defined as the Commercial Operation date of the second of the Plant Facilities or the date that is twelve (12) months from the In-Service Date.

78,000

Conversion Period 1 through December 31, 2045

156,000

January 1, 2046 through December 31, 2049

10. **Term of Firm Transportation Service:** In-Service Date – December 31, 2049

In-Service Date is defined as the earlier of:

(i) the date that (1) any of the natural gas-fired electric generating units in Humboldt County, Nevada (the "Plant Facilities") enter Commercial Operation or (2) the New Humboldt Delivery Point is placed into service, whichever is later, or

(ii) the date that (1) the New Humboldt Delivery Point is placed into service or (2) January 1, 2027, whichever is later.

"Commercial Operation" shall be defined as the first day Shipper requires transportation of natural gas for the purpose of the production of power at any of the Plant Facilities. For avoidance of doubt, the date of transportation of test gas on the Ruby Pipeline shall not constitute the Commercial Operation date of the Plant Facilities.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

SIERRA PACIFIC POWER COMPANY

6100 NEIL RD.

RENO, NV 89511

Attn: TBD

All Notices:
SIERRA PACIFIC POWER COMPANY
6100 NEIL RD.
RENO, NV 89511
Attn: TBD

To Transporter: See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** N/A.
13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.
14. **Credit:** Shipper must remain Creditworthy with Transporter in order to receive and continue receiving service. Shipper will be deemed "Creditworthy" if (i) its senior unsecured debt securities are rated at least BBB- by Standard & Poor's Corporation ("S&P") and at least Baa3 by Moody's Investor Service ("Moody's") or Shipper's long term issuer rating is at least A- by S&P or A3 by Moody's (in the event of multiple agency ratings, the lowest is used), (ii) Shipper's short term and long term outlook opinion is Stable or Positive from S&P or Moody's, and (iii) the sum of twelve months of anticipated charges under a firm or interruptible TSA is less than 10% of Shipper's tangible net worth or (iv) Shipper is deemed "Creditworthy" after Transporter's creditworthiness review, as outlined in Section 4.12 of the Tariff's General Terms and Conditions. Transporter may require Shipper to provide "Credit Support" in the event that (i) Shipper does not remain Creditworthy, or (ii) is under review for a possible downgrade of its long-term issuer rating below BBB- by S&P or below Baa3 by Moody's. Credit Support, if required by Transporter, shall be in the form (i) a guaranty equal to three (3) months of all fees and charges from one or more entities that satisfies creditworthiness criteria set forth in this Section 14 or (ii) a standby irrevocable letter of credit covering all fees and charges for three (3) months advance service drawn upon a bank acceptable to Transporter. Shipper shall supply any required Credit Support within forty-five (45) Business Days (as defined in the Tariff) following receipt of notice from Transporter that Credit Support is required.

If Shipper supplies Credit Support in accordance with this Section 14 and at any time thereafter Shipper satisfies the creditworthiness criteria set forth in this Agreement, then upon Shipper's notice and delivery to Transporter of evidence establishing the creditworthiness of Shipper, Transporter shall promptly release any Credit Support provided by Shipper and no Credit Support will be required to be maintained by Shipper for as long as Shipper is deemed Creditworthy pursuant to the terms set forth herein. If at any time Shipper fails to remain Creditworthy pursuant to this Section 14 of this Agreement, Shipper shall again establish and maintain Credit Support for so long as Shipper has any outstanding obligation to, or there is an unresolved claim by or payment owed to, Transporter or until deemed Creditworthy pursuant to Section 14 of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

RUBY PIPELINE, L.L.C.

Accepted and agreed to this

_____ day of _____, 2025.

SHIPPER:

SIERRA PACIFIC POWER COMPANY

Accepted and agreed to this

_____ day of _____, 2025.

EXHIBIT A

to

**FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT**

between

RUBY PIPELINE, L.L.C.
 and
SIERRA PACIFIC POWER COMPANY
 (Shipper)

DATED: July 4, 2025

Shipper's Maximum Delivery Quantity ("MDQ"): See ¶9
 Effective Dates: In-Service Date through the date one day prior to the start of Conversion Period 1 (See ¶9)

Primary Receipt Point(s) (1)	Primary Receipt Point Quantity (Dth per Day) (2)	Minimum Pressure p.s.i.g.	Maximum Pressure p.s.i.g.
941002 MW OVR/RUBY (TPZ) TOPAZ RIDGE RECEI	39,000	720	The MAOP of Transporter's pipeline facilities at this point

Primary Delivery Point(s) (1)	Primary Delivery Point Quantity (Dth per Day) (3)	Minimum Pressure p.s.i.g.	Maximum Pressure p.s.i.g.
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TBD NEW HUMBOLDT	39,000	Pressure sufficient to effect delivery into the receiving facilities against the pressures prevailing from time to time, but not in excess of the Maximum Delivery Point Pressure	921
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Shipper's Maximum Delivery Quantity ("MDQ"): See ¶19
 Effective Dates: Conversion Period 1 through December 31, 2045 (See ¶19)

Primary Receipt Point(s) (1)	Primary Receipt Point Quantity (Dth per Day) (2)	Minimum Pressure p.s.i.g.	Maximum Pressure p.s.i.g.
941002 MW OVR/RUBY (TPZ) TOPAZ RIDGE RECEI	78,000	720	The MAOP of Transporter's pipeline facilities at this point

Primary Delivery Point(s) (1)	Primary Delivery Point Quantity (Dth per Day) (3)	Minimum Pressure p.s.i.g.	Maximum Pressure p.s.i.g.
TBD NEW HUMBOLDT	78,000	Pressure sufficient to effect delivery into the receiving facilities against the pressures prevailing from time to time, but not in excess of the Maximum Delivery Point Pressure	921

Shipper's Maximum Delivery Quantity ("MDQ"): See ¶9

Effective Dates: January 1, 2046 through December 31, 2049 (See ¶9)

Primary Receipt Point(s) (1)	Primary Receipt Point Quantity (Dth per Day) (2)	Minimum Pressure p.s.i.g.	Maximum Pressure p.s.i.g.
941002 MW OVR/RUBY (TPZ) TOPAZ RIDGE RECEI	156,000	720	The MAOP of Transporter's pipeline facilities at this point

Primary Delivery Point(s) (1)	Primary Delivery Point Quantity (Dth per Day) (3)	Minimum Pressure p.s.i.g.	Maximum Pressure p.s.i.g.
TBD NEW HUMBOLDT	156,000	Pressure sufficient to effect delivery into the receiving facilities against the pressures prevailing from time to time, but not in excess of the Maximum Delivery Point Pressure	921

Notes:

- (1) Information regarding receipt and delivery point(s), including legal descriptions, measuring parties, and interconnecting parties, shall be posted on Transporter's Electronic Bulletin Board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each receipt point quantity may be increased by an amount equal to Transporter's FL&U percentages. Shipper shall be responsible for providing FL&U at each receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.

EXHIBIT B

to

**FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT**

between

RUBY PIPELINE, L.L.C.
 and
SIERRA PACIFIC POWER COMPNAY
 (Shipper)

DATED: July 4, 2025

<i>Primary Receipt Point(s)</i>	<i>Primary Delivery Point(s)</i>	<i>Term of Rate</i>	<i>Reservation Rate</i>	<i>Commodity Rate</i>	<i>Authorized Daily Overrun Rate</i>	<i>Fuel</i>	<i>Surcharges</i>	<i>Electric Power Cost</i>
As listed on Exhibit A	As listed on Exhibit A	In-Service Date through the date one day prior to the start of Conversion Period 1 (See ¶9)	(1a)	(1)	(1)	(2)	(3)	(4)
As listed on Exhibit A	As listed on Exhibit A	Conversion Period 1 through December 31, 2049 (See ¶9)	(1b)	(1)	(1)	(2)	(3)	(4)

<i>Primary and Secondary Receipt Point(s)</i>	<i>Primary and Secondary Delivery Point(s)</i>	<i>Term of Rate</i>	<i>Reservation Rate</i>	<i>Commodity Rate</i>	<i>Authorized Daily Overrun Rate</i>	<i>Fue</i>	<i>Surcharges</i>	<i>Electric Power Cost</i>
	942000 GRTBSIN/RUBY (OPV) OPAL VALLEY DELI							
	942001 TUSCAROR/RUBY (SFR) SAPPHIRE MOUNTA							
941000 ENTPROC/RUBY (DMV) DIAMONDVILLE REC	942004 PACGAS/RUBY (OXH) ONYX HILL DELIVER							
800230 CIG/RUBY (EMS) EMERALD SPRINGS LINC	800842 NEVENER/RUBY (GPN) GOLD PAN DELIVER	In-Service Date through the date one day prior to the start of Conversion Period 1 (See ¶9)	(1a)	(1)	(1)	(2)	(3)	(4)
941001 WFS/RUBY (PRL) PEARL CREEK RECEIPT	801215 SPIRESTW/RUBY (GEM) GEMSTONE CANYON							
801215 SPIRESTW/RUBY (GEM) GEMSTONE CANYON	48351 GRTBSIN/RUBY (JDF) JADE FLATS DEL E							
	942002 GASTRANS/RUBY (TQF) TURQUOISE FLATS							
	55160 RED ROCK/RUBY THUNDEREGG DELIVERY L							

	942000 GRTBSIN/RUBY (OPV) OPAL VALLEY DELI								
	942001 TUSCAROR/RUBY (SFR) SAPPHIRE MOUNTA								
941000 ENTPROC/RUBY (DMV) DIAMONDVILLE REC	942004 PACGAS/RUBY (OXH) ONYX HILL DELIVER								
800230 CIG/RUBY (EMS) EMERALD SPRINGS LINC	800842 NEVENER/RUBY (GPN) GOLD PAN DELIVER	Conversion Period 1 through December 31, 2049 (See ¶9)	(1b)	(1)	(1)	(2)	(3)	(4)	
941001 WFS/RUBY (PRL) PEARL CREEK RECEIPT	801215 SPIRESTW/RUBY (GEM) GEMSTONE CANYON								
801215 SPIRESTW/RUBY (GEM) GEMSTONE CANYON	48351 GRTBSIN/RUBY (JDF) JADE FLATS DEL E								
	942002 GASTRANS/RUBY (TQF) TURQUOISE FLATS								
	55160 RED ROCK/RUBY THUNDEREGG DELIVERY L								

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.
- (1a) As provided in GT&C Section 4.14 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$19.19596 per Dth per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- (1b) As provided in GT&C Section 4.14 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$13.55367 per Dth per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- (2) FL&U Reimbursement Percentages shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.

- (3) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as it may be changed from time to time, unless otherwise agreed to by the parties.

Greenhouse Gas Costs:

If any greenhouse gas costs are imposed pursuant to GT&C Section 29, Shipper shall pay such tax or costs through an additional surcharge. Such surcharges are in addition to any taxes or assessments Shipper is required to pay pursuant to GT&C Section 24.

ACA:

The ACA Surcharge shall be assessed pursuant to GT&C Section 17 of the Tariff.

- (4) EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.

Marked Tariff Records

Statement of Negotiated Rates

Section 4.1	Pacific Gas & Electric Co. #220127-FTRUBY
Section 4.2	Castleton Commodities Merchant Trading L.P. #959579-PALRUBY
Section 4.3	ConocoPhillips Company #961007
Section 4.4	Castleton Commodities Merchant Trading L.P. #961011
Section 4.5	Idaho Power Company #962018
Section 4.6	Morgan Stanley Capital Group Inc. #962677
<u>Section 4.7</u>	<u>Sierra Pacific Power Company #961921</u>

TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE FT

DATED: July 4, 2025

The parties identified below, in consideration of their mutual promises, agree as follows:

1. **Transporter: RUBY PIPELINE, L.L.C.**

2. **Shipper: SIERRA PACIFIC POWER COMPANY**

3. **Applicable Tariff and Incorporation by Reference:** Transporter's FERC Gas Tariff Original Volume No. 1, as the same may be amended or superseded from time to time ("Tariff"). This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of the Tariff as filed with, and made effective by, the FERC as same may change from time to time. Capitalized terms used and not otherwise defined in this Agreement have the meanings given to them in the Tariff.

4. **Changes in Rates and Terms.** Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

5. **Transportation Service:** Transportation service at and between primary receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at secondary receipt point(s) and/or secondary delivery point(s) shall be in accordance with the Tariff.

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

6. **Receipt and Delivery Points:** Shipper agrees to tender Natural Gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver Natural Gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.

7. **Rates and Surcharges:** As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate or to a negotiated rate pursuant to the rate provisions of Rate Schedule FT and Section 4.13 or Section 4.14 of the GT&C. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.

8. **Negotiated Rate:** Yes No

9. **Maximum Delivery Quantity ("MDQ"):**

<u>MDQ</u>	<u>Effective Date</u>
<u>(Dth/d)</u>	

<u>39,000</u>	<u>In-Service Date through the date one day prior to the start of Conversion Period 1</u>
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Conversion Period 1 is defined as the Commercial Operation date of the second of the Plant Facilities or the date that is twelve (12) months from the In-Service Date.

<u>78,000</u>	<u>Conversion Period 1 through December 31, 2045</u>
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<u>156,000</u>	<u>January 1, 2046 through December 31, 2049</u>
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10. **Term of Firm Transportation Service:** In-Service Date – December 31, 2049

In-Service Date is defined as the earlier of:

(i) the date that (1) any of the natural gas-fired electric generating units in Humboldt County, Nevada (the "Plant Facilities") enter Commercial Operation or (2) the New Humboldt Delivery Point is placed into service, whichever is later, or

(ii) the date that (1) the New Humboldt Delivery Point is placed into service or (2) January 1, 2027, whichever is later.

"Commercial Operation" shall be defined as the first day Shipper requires transportation of natural gas for the purpose of the production of power at any of the Plant Facilities. For avoidance of doubt, the date of transportation of test gas on the Ruby Pipeline shall not constitute the Commercial Operation date of the Plant Facilities.

11. **Notices, Statements, and Bills:**

To Shipper:

Invoices:

SIERRA PACIFIC POWER COMPANY

6100 NEIL RD.

RENO, NV 89511

Attn: TBD

All Notices:

SIERRA PACIFIC POWER COMPANY

6100 NEIL RD.

RENO, NV 89511

Attn: TBD

To Transporter: See "Points of Contact" in the Tariff.

12. **Effect on Prior Agreement(s):** N/A.

13. **Governing Law:** Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

14. **Credit:** Shipper must remain Creditworthy with Transporter in order to receive and continue receiving service. Shipper will be deemed "Creditworthy" if (i) its senior unsecured debt securities are rated at least BBB- by Standard & Poor's Corporation ("S&P") and at least Baa3 by Moody's Investor Service ("Moody's") or Shipper's long term issuer rating is at least A- by S&P or A3 by Moody's (in the event of multiple agency ratings, the lowest is used), (ii) Shipper's short term and long term outlook opinion is Stable or Positive from S&P or Moody's, and (iii) the sum of twelve months of anticipated charges under a firm or interruptible TSA is less than 10% of Shipper's tangible net worth or (iv) Shipper is deemed "Creditworthy" after Transporter's creditworthiness review, as outlined in Section 4.12 of the Tariff's General Terms and Conditions. Transporter may require Shipper to provide "Credit Support" in the event that (i) Shipper does not remain Creditworthy, or (ii) is under review for a possible downgrade of its long-term issuer rating below BBB- by S&P or below Baa3 by Moody's. Credit Support, if required by Transporter, shall be in the form (i) a guaranty equal to three (3) months of all fees and charges from one or more entities that satisfies creditworthiness criteria set forth in this Section 14 or (ii) a standby irrevocable letter of credit covering all fees and charges for three (3) months advance service drawn upon a bank acceptable to Transporter. Shipper shall supply any required Credit Support within forty-five (45) Business Days (as defined in the Tariff) following receipt of notice from Transporter that Credit Support is required.

If Shipper supplies Credit Support in accordance with this Section 14 and at any time thereafter Shipper satisfies the creditworthiness criteria set forth in this Agreement, then upon Shipper's notice and delivery to Transporter of evidence establishing the creditworthiness of Shipper, Transporter shall promptly release any Credit Support provided by Shipper and no Credit Support will be required to be maintained by Shipper for as long as Shipper is deemed Creditworthy pursuant to the terms set forth herein. If at any time Shipper fails to remain Creditworthy pursuant to this Section 14 of this Agreement, Shipper shall again establish and maintain Credit Support for so long as Shipper has any outstanding obligation to, or there is an unresolved claim by or payment owed to, Transporter or until deemed Creditworthy pursuant to Section 14 of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

RUBY PIPELINE, L.L.C.

SIERRA PACIFIC POWER COMPANY

1

2

3

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Accepted and agreed to this

Accepted and agreed to this

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day of _____, 2025.

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day of _____, 2025.

EXHIBIT A

to

**FIRM TRANSPORTATION SERVICE AGREEMENT
 RATE SCHEDULE FT**

between

RUBY PIPELINE, L.L.C.
and
SIERRA PACIFIC POWER COMPANY
(Shipper)

DATED: July 4, 2025

Shipper's Maximum Delivery Quantity ("MDQ"): See ¶9

Effective Dates: In-Service Date through the date one day prior to the start of Conversion Period 1 (See ¶9)

<u>Primary Receipt Point(s) (1)</u>	<u>Primary Receipt Point Quantity (Dth per Day) (2)</u>	<u>Minimum Pressure p.s.i.g.</u>	<u>Maximum Pressure p.s.i.g.</u>
<u>941002 MW OVR/RUBY (TPZ) TOPAZ RIDGE RECEI</u>	<u>39,000</u>	<u>720</u>	<u>The MAOP of Transporter's pipeline facilities at this point</u>
<u>Primary Delivery Point(s) (1)</u>	<u>Primary Delivery Point Quantity (Dth per Day) (3)</u>	<u>Minimum Pressure p.s.i.g.</u>	<u>Maximum Pressure p.s.i.g.</u>

<u>TBD NEW HUMBOLDT</u>	<u>39,000</u>	<u>Pressure sufficient to effect delivery into the receiving facilities against the pressures prevailing from time to time, but not in excess of the Maximum Delivery Point Pressure</u>	<u>921</u>
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Shipper's Maximum Delivery Quantity ("MDQ"): See ¶19
Effective Dates: Conversion Period 1 through December 31, 2045 (See ¶19)

<u>Primary Receipt Point(s) (1)</u>	<u>Primary Receipt Point Quantity (Dth per Day) (2)</u>	<u>Minimum Pressure p.s.i.g.</u>	<u>Maximum Pressure p.s.i.g.</u>
<u>941002 MW OVR/RUBY (TPZ) TOPAZ RIDGE RECEI</u>	<u>78,000</u>	<u>720</u>	<u>The MAOP of Transporter's pipeline facilities at this point</u>

<u>Primary Delivery Point(s) (1)</u>	<u>Primary Delivery Point Quantity (Dth per Day) (3)</u>	<u>Minimum Pressure p.s.i.g.</u>	<u>Maximum Pressure p.s.i.g.</u>
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<u>TBD NEW HUMBOLDT</u>	<u>78,000</u>	<u>Pressure sufficient to effect delivery into the receiving facilities against the pressures prevailing from time to time, but not in excess of the Maximum Delivery Point Pressure</u>	<u>921</u>
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Shipper's Maximum Delivery Quantity ("MDQ"): See ¶9

Effective Dates: January 1, 2046 through December 31, 2049 (See ¶9)

<u>Primary Receipt Point(s) (1)</u>	<u>Primary Receipt Point Quantity (Dth per Day) (2)</u>	<u>Minimum Pressure p.s.i.g.</u>	<u>Maximum Pressure p.s.i.g.</u>
<u>941002 MW OVR/RUBY (TPZ) TOPAZ RIDGE RECEI</u>	<u>156,000</u>	<u>720</u>	<u>The MAOP of Transporter's pipeline facilities at this point</u>

<u>Primary Delivery Point(s) (1)</u>	<u>Primary Delivery Point Quantity (Dth per Day) (3)</u>	<u>Minimum Pressure p.s.i.g.</u>	<u>Maximum Pressure p.s.i.g.</u>
<u>TBD NEW HUMBOLDT</u>	<u>156,000</u>	<u>Pressure sufficient to effect delivery into the receiving facilities against the pressures prevailing from time to time, but not in excess of the Maximum Delivery Point Pressure</u>	<u>921</u>

Notes:

- (1) Information regarding receipt and delivery point(s), including legal descriptions, measuring parties, and interconnecting parties, shall be posted on Transporter's Electronic Bulletin Board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each receipt point quantity may be increased by an amount equal to Transporter's FL&U percentages. Shipper shall be responsible for providing FL&U at each receipt point on a pro rata basis based on the quantities received on any Day at a receipt point divided by the total quantity delivered at all delivery points under this Transportation Service Agreement.
- (3) The sum of the delivery quantities at all delivery point(s) shall be equal to Shipper's MDQ.

EXHIBIT B

to

FIRM TRANSPORTATION SERVICE AGREEMENT
RATE SCHEDULE FT

between

RUBY PIPELINE, L.L.C.
 and
SIERRA PACIFIC POWER COMPNAY
 (Shipper)

DATED: July 4, 2025

<u>Primary Receipt Point(s)</u>	<u>Primary Delivery Point(s)</u>	<u>Term of Rate</u>	<u>Reservation Rate</u>	<u>Commodity Rate</u>	<u>Authorized Daily Overrun Rate</u>	<u>Fuel</u>	<u>Surcharges</u>	<u>Electric Power Cost</u>
<u>As listed on Exhibit A</u>	<u>As listed on Exhibit A</u>	<u>In-Service Date through the date one day prior to the start of Conversion Period 1 (See ¶19)</u>	<u>(1a)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>
<u>As listed on Exhibit A</u>	<u>As listed on Exhibit A</u>	<u>Conversion Period 1 through December 31, 2049 (See ¶19)</u>	<u>(1b)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>

<u>Primary and Secondary Receipt Point(s)</u>	<u>Primary and Secondary Delivery Point(s)</u>	<u>Term of Rate</u>	<u>Reservation Rate</u>	<u>Commodity Rate</u>	<u>Authorized Daily Overrun Rate</u>	<u>Fue</u>	<u>Surcharges</u>	<u>Electric Power Cost</u>
	<u>942000 GRTBSIN/RUBY (OPV) OPAL VALLEY DELI</u>							
	<u>942001 TUSCAROR/RUBY (SFR) SAPPHIRE MOUNTA</u>							
<u>941000 ENTPROC/RUBY (DMV) DIAMONDVILLE REC</u>	<u>942004 PACGAS/RUBY (OXH) ONYX HILL DELIVER</u>							
<u>800230 CIG/RUBY (EMS) EMERALD SPRINGS LINC</u>	<u>800842 NEVENER/RUBY (GPN) GOLD PAN DELIVER</u>	<u>In-Service Date through the date one day prior to the start of Conversion Period 1 (See ¶19)</u>	<u>(1a)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>
<u>941001 WFS/RUBY (PRL) PEARL CREEK RECEIPT</u>	<u>801215 SPIRESTW/RUBY (GEM) GEMSTONE CANYON</u>							
<u>801215 SPIRESTW/RUBY (GEM) GEMSTONE CANYON</u>	<u>48351 GRTBSIN/RUBY (JDF) JADE FLATS DEL E</u>							
	<u>942002 GASTRANS/RUBY (TQF) TURQUOISE FLATS</u>							
	<u>55160 RED ROCK/RUBY THUNDEREGG DELIVERY L</u>							

	<u>942000 GRTBSIN/RUBY (OPV) OPAL VALLEY DELI</u>								
	<u>942001 TUSCAROR/RUBY (SFR) SAPPHIRE MOUNTA</u>								
<u>941000 ENTPROC/RUBY (DMV) DIAMONDVILLE REC</u>	<u>942004 PACGAS/RUBY (OXH) ONYX HILL DELIVER</u>								
<u>800230 CIG/RUBY (EMS) EMERALD SPRINGS LINC</u>	<u>800842 NEVENER/RUBY (GPN) GOLD PAN DELIVER</u>		<u>Conversion Period 1 through December 31, 2049 (See ¶9)</u>	<u>(1b)</u>	<u>(1)</u>	<u>(1)</u>	<u>(2)</u>	<u>(3)</u>	<u>(4)</u>
<u>941001 WFS/RUBY (PRL) PEARL CREEK RECEIPT</u>	<u>801215 SPIRESTW/RUBY (GEM) GEMSTONE CANYON</u>								
<u>801215 SPIRESTW/RUBY (GEM) GEMSTONE CANYON</u>	<u>48351 GRTBSIN/RUBY (JDF) JADE FLATS DEL E</u>								
	<u>942002 GASTRANS/RUBY (TQF) TURQUOISE FLATS</u>								
	<u>55160 RED ROCK/RUBY THUNDEREGG DELIVERY L</u>								

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT or other superseding Rate Schedules; as such rates may be changed from time to time. The reservation rate shall be payable regardless of quantities transported.
- (1a) As provided in GT&C Section 4.14 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$19.19596 per Dth per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- (1b) As provided in GT&C Section 4.14 of Transporter's Tariff, the parties agree to the following negotiated rate(s) \$13.55367 per Dth per Month which shall not be subject to the applicable maximum or minimum reservation rate as set forth in Transporter's Tariff and which shall be payable regardless of quantities transported.
- (2) FL&U Reimbursement Percentages shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.

(3) Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates, as it may be changed from time to time, unless otherwise agreed to by the parties.

Greenhouse Gas Costs:

If any greenhouse gas costs are imposed pursuant to GT&C Section 29, Shipper shall pay such tax or costs through an additional surcharge. Such surcharges are in addition to any taxes or assessments Shipper is required to pay pursuant to GT&C Section 24.

ACA:

The ACA Surcharge shall be assessed pursuant to GT&C Section 17 of the Tariff.

(4) EPC shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the parties.