

Schedule Nos. GS-70/GN-70/SLT-70

NONCORE GENERAL TRANSPORTATION GAS SERVICE

APPLICABILITY

Applicable to intrastate gas transportation service to commercial, industrial or electric power generation customers as defined in Rule No. 1, whose gas usage is classified in the Company's priority sequence as P2-B, P3-A, P3-B, P4, or P5, as set forth in Rule No. 20 of this California Gas Tariff, that use an average of 20,800 therms or more per month on an annual basis. Customers that elect noncore service status must have electronic meter reading equipment installed at their expense as a condition of service.

Service under this schedule will be provided in conformance with Rule No. 21, Transportation of Customer-Secured Natural Gas of this California Gas Tariff.

TERRITORY

Throughout the Company's certificated California service areas, except as may hereafter be provided.

RATES

The customer shall pay the following charges to transport natural gas under this schedule:

1. Basic Service Charge: The Basic Service Charge per month is the charge 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.
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 per therm is set forth in the currently-effective Statement of Rates of this California Gas Tariff and is incorporated herein by reference.

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NONCORE GENERAL TRANSPORTATION GAS SERVICE
(Continued)

RATES (Continued)

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.

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.

CURTAILMENT OF SERVICE

Service under this schedule may be curtailed in accordance with the curtailment provisions of Rule No. 20 of this California Gas Tariff.

SERVICE AGREEMENT

To obtain service under this schedule, the customer must execute a Service Agreement. Any terms and conditions of transportation service not covered in this schedule shall be set forth in the Service Agreement.

SPECIAL CONDITIONS

Gas service under this schedule is not available for "standby" or occasional temporary service.

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(Continued)

FORCE MAJEURE

Relief From Liability. Neither party shall be liable for 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.

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.

FORM OF SERVICE AGREEMENT FOR
INTERSTATE TRANSPORTATION OF NATURAL GAS UNDER
RATE SCHEDULE NOS. GS-70/GN-70/SLT-70
NONCORE GENERAL

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 Points(s)</u>	<u>Delivery Pressure</u>	<u>Atmospheric Pressure</u>	<u>Maximum Delivery Point Quantity Per Day</u>
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(Continued)

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 Schedule Nos. GS-70/GN-70/SLT-70, as filed with the California Public Utilities Commission (CPUC) and as amended or superseded from time to time. The transportation rate to be charged pursuant to Schedule Nos. GS-70/GN-70/SLT-70 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 — TERM OF AGREEMENT

This Agreement shall become effective on _____ 1, 20____, 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 VI — NOTICES

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

Southwest Gas Corporation

Customer

Phone No. _____

Phone No. _____

Fax No. _____

Fax No. _____

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(Continued)

ARTICLE VI — NOTICES

(Continued)

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

Phone No. _____

Fax No. _____

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

Southwest Gas Corporation

Phone 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 VII — OTHER OPERATING PROVISIONS

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

ARTICLE VIII — ADJUSTMENTS TO RULES

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

(To be used when necessary.)

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ARTICLE IX — 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 Schedule Nos. GS-70/GN-70/SLT-70 on file with the CPUC 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 X — REGULATORY REQUIREMENTS

The customer shall not take any action that would subject the Company to the jurisdiction of the Federal Energy Regulatory Commission (FERC), 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 CPUC as it may from time to time direct in the exercise of its jurisdiction.

Should the FERC, the CPUC 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 XI — 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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ARTICLE XII — 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 XIII — RULES

The Rules of the Company as authorized by and on file with the CPUC 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: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

