

**SERVICE AGREEMENT FOR LONG-TERM**

**FIRM POINT-TO-POINT**

**TRANSMISSION SERVICE**

**BETWEEN**

**NEVADA POWER COMPANY**  
**(Transmission Provider)**

**AND**

**LAS VEGAS POWER COMPANY**  
**(Transmission Customer)**

**SERVICE AGREEMENT NO. 98-A2**

Issued By: Mario Villar  
Transmission Executive

Effective: June 15, 2008

Issued On: April 15, 2008

Service Agreement For Long-Term

Firm Point-to-Point Transmission Service

- 1.0 This Service Agreement, dated as of 22 Apr 2008 is entered into, by and between Nevada Power Company ("Transmission Provider"), and Las Vegas Power Company, LLC. (LVPC) ("Transmission Customer").
- 2.0 The Transmission Provider has determined that a Completed Application for Firm Point-to-Point Transmission Service under the Transmission Provider's Open Access Transmission Tariff ("Tariff").
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 17.3 of the Tariff.
- 4.0 Service under this agreement shall commence on the later of (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on the actual termination date or such date as mutually agreed upon by the parties.
- 5.0 Transmission Customer understands that Transmission Provider has an obligation to serve Native Load Customers and to plan and construct its transmission system to accommodate native load growth. Accordingly, Transmission Customer understands that subsequent plans of Transmission Provider may show that there is not sufficient transmission capacity both to meet the increased needs of Native Load Customers and to continue to serve Transmission Customer at the expiration of the term of this Agreement. Therefore, notwithstanding section 2.2 of the Transmission Provider's Tariff, Transmission Customer agrees that Transmission Provider, upon reasonable written notice provided no earlier than fifteen (15) years after the commencement of service under this Agreement, may request Transmission Customer to declare whether it intends to exercise its right to renew this Agreement at the end of the initial term.
- 6.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-to-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement when available as defined in Section 4 above.
- 7.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

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8.0 If any event occurs that will materially affect the time for completion of new facilities or the ability to complete them, Transmission Provider shall promptly notify the Transmission Customer. A technical meeting between the Parties shall be held to evaluate the alternatives available. If the Transmission Provider and the Transmission Customer mutually agree that no other reasonable alternatives exist and the requested service cannot be provided out of existing provide the requested Firm Point-to-Point Transmission Service shall terminate and any deposit made by the Transmission Customer shall be returned with interest pursuant to Commission regulations 35.19a(a)(2)(iii). However, the Transmission Customer shall be responsible for all prudently incurred costs by the Transmission Provider through the time construction was suspended.

Transmission Provider:

Executive, Transmission  
Nevada Power Company  
P.O. Box 10100 M/S S3B40  
Reno, NV 89520-0024

Transmission Customer:

Las Vegas Power Company, LLC  
Apex Generating Facility  
P.O. Box 34089  
Las Vegas, NV 89133

9.0 The Tariff is incorporated herein and made a part hereof.

10.0 This Agreement shall become effective upon the filing of the associated Interconnection and Operating Agreement (IOA) with the Commission. Transmission Provider and Transmission Customer agree

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IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By:  Executive, Transmission 5/6/08  
Mario Villar Title Date

Transmission Customer:

By:  Vice President 22 Apr 2008  
Name Title Date  
Cardlyne Klas

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Specifications For Long-Term Firm Point-to-Point  
Transmission Service

1.0 Term of Transaction: 20 year(s)

Start Date: 07-31-03

Termination Date: 07-30-23

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

225 MW from Harry Allen 500 kV Substation in Nevada Power Company's Control Area to Mead 230 kV Substation using the Contract Path HA 500 kV - Mead 500 kV - Mead 230 kV.

3.0 Point of Receipt Delivering Party

Harry Allen 500 kV Substation

Las Vegas Power Company

4.0 Point of Delivery Receiving Party

Mead 230 kV Substation

Network Service

Nevada Power will propose the addition of a Mead 500/230 kV transformer such that this contract path would allow for deliveries to Mead 230 kV. Nevada Power will work with the appropriate third party utilities to accomplish the interconnection. Any firm service that is offered by Nevada Power to Mead 230 kV using this contract path is contingent upon the successful completion of the transformer installation.

5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity): 225 MW

6.0 Designation of party(ies) subject to reciprocal service obligation: None

7.0 Name(s) of any Intervening Systems providing transmission service: None

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8.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge: \$1.40/kW-mo.

8.2 System Impact and/or Facilities Study Charge(s):  
Pending finalization, \$10,000 deposit in place. LVPC will be responsible for the final actual costs.

8.3 Direct Assignment Facilities Charge: None under this TSA. However, Direct Assignment Facilities will be required to provide the associated interconnection and are defined in the Interconnection & Operation Agreement.

8.4 Ancillary Services Charges: As negotiated in the future or as defined in Interconnection and Operation Agreement.

8.5 Power Factor Requirements: As defined in Interconnection and Operation Agreement.

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