

MASTER SERVICES CONTRACT
SCHEDULE I, TRANSACTION BASED STORAGE
SERVICE AGREEMENT (Form No. 6597-11, 2009)

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(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 3948
DECISION NO. 06-12-031, 07-12-019

ISSUED BY
Lee Schavrien
Senior Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
DATE FILED Jan 14, 2009
EFFECTIVE Aug 1, 2009
RESOLUTION NO. _____

MASTER SERVICES CONTRACT

SCHEDULE I

TRANSACTION BASED STORAGE SERVICE AGREEMENT

THIS TRANSACTION BASED STORAGE SERVICE AGREEMENT ("Agreement") is entered into as of the ___ day of _____, _____, by and between Southern California Gas Company ("Utility") and _____ ("Service User") and sets forth the terms and conditions under which Utility will provide storage services to Service User. This Agreement shall be attached to and incorporated as Schedule I to the Master Services Contract ("MSC") entered into by the parties.

SECTION 1 - STORAGE SERVICES

(a) For the Time Period for Service indicated below (the "Service Period"), Utility shall provide Service User with the storage services set forth below. This Agreement and the rights established herein shall be subject to the terms and conditions of Utility's Tariff Rate Schedule G-TBS and other applicable Tariff Rules hereto as they may be amended from time to time (including, without limitation, the definitions in Utility's Tariff Rule No. 1).

<u>Storage Services</u>	<u>Maximum Quantity</u>	<u>Firm or Interruptible</u>	<u>Time Period for Service ("Service Period")</u>
Inventory	_____ (Dth)	_____	_____
Injection	_____ (Dth/day)	_____	_____
Withdrawal	_____ (Dth/day)	_____	_____

(b) All gas to be stored under this Agreement must be delivered by Service User to Utility system at the SoCalGas Citygate during the period from _____ to _____, subject, however, to Utility system constraints. Withdrawals must be completed by _____.

(c) Upon Service User's request for withdrawal, Utility will re-deliver all gas stored by Service User under the terms of this Agreement at the SoCalGas Citygate or other mutually agreed upon locations.

(d) Other: _____

SECTION 2 - RESERVATION AND STORAGE CHARGES

Service User agrees to pay to Utility the following charges:

<u>Storage Services</u>	<u>Quantity (Dth)</u>	<u>Unit Reservation Charges</u>	<u>Variable Storage Charges</u>	
			<u>In-Kind Fuel</u>	<u>O&M Injection or Withdrawal</u>
Inventory	_____ (Dth)	_____ \$(/Dth)	_____	_____
Injection	_____ (Dth/day)	_____ \$(/Dth/day)	_____ %	_____ \$(/Dth)
Withdrawal	_____ (Dth/day)	_____ \$(/Dth/day)	_____	_____ \$(/Dth)

The per-Unit Reservation Charges stated above result in a Period Reservation Charge of _____ (\$_____). Variable Storage Charges are subject to change and are specified in the G-TBS tariff.

Other charges: _____

SECTION 3 - TRANSMISSION CHARGES

Service User agrees to pay Utility all applicable transportation or other charges incurred to move gas to the agreed upon delivery point on the Utility system.

Other charges and conditions: _____

SECTION 4 - BILLING AND PAYMENT

(a) All Period Reservation Charges shall be billed by Utility and paid by Service User in equal monthly installments over the Service Period of this Agreement. All other charges shall be billed and paid as the applicable services are provided.

(b) All bills rendered by Utility shall be timely paid by Service User in accordance with provisions of Utility's Tariff Rule No. 9.

(c) In the event of a billing dispute, the bill must be paid in full by Service User pending resolution of the dispute. Such payment shall not be deemed a waiver of Service User's right to a refund. All bills shall be sent to Service User as specified below in Section 5 (a).

SECTION 5 - MISCELLANEOUS

(a) Notices - All notices and requests under this Agreement shall be deemed to have been duly given if sent by facsimile (fax), or other mutually acceptable electronic means, or a nationally recognized overnight courier service, or first class mail, or hand delivered and properly addressed as follows:

<u>SERVICE USER</u>	<u>UTILITY</u>
<u>Operating Matters</u>	
Contact Name: _____	Contact Name: _____
Contact Title: _____	Contact Title: _____
Fax No.: _____	Fax No.: _____
Telephone: _____	Telephone: _____
<u>Billing Matters</u>	
Contact Name: _____	Contact Name: _____
Contact Title: _____	Contact Title: _____
Fax No.: _____	Fax No.: _____
Telephone: _____	Telephone: _____
<u>Contract Matters</u>	
Contact Name: _____	Contact Name: _____
Contact Title: _____	Contact Title: _____
Fax No.: _____	Fax No.: _____
Telephone: _____	Telephone: _____

Either party may change its designation set forth above by giving the other party at least seven (7) days prior written notice.

(b) Governing Law - This Agreement shall be construed in accordance with the laws of the State of California and the orders, rules and regulations of the Public Utilities Commission of the State of California in effect from time to time.

(c) Credit Worthiness - From time to time, as is deemed necessary, Utility may request that Service User furnish Utility with all relevant information or data to establish Service User's credit worthiness, including, without limitation, financial statements of Service User which are audited or otherwise attested to Utility's satisfaction. Following review of such information, Utility may require that Service User supply additional assurance as may be necessary to establish Service User's ongoing financial ability to perform under this Agreement during the Term, including, without limitation, contractual guarantees, or cash, or financial instruments such as letters of credit.

(d) Limited Storage Liability - Utility shall not be responsible for any loss of gas in storage, including, without limitation, losses due to the inherent qualities of gas (including leakage and migration) or due to physical or legal inability to withdraw gas from storage, unless such loss is caused by failure of Utility to exercise the ordinary care and diligence required by law. In the event of any such loss, the portion of such loss which is attributable to Service User shall be determined based on Service User's pro rata share of the total recoverable working gas inventory in Utility's storage facilities at the time of the loss.

(e) Incorporated Provisions - The provisions of the MSC, including but not limited to Section 6, are incorporated by reference herein as if set forth in full herein, except to the extent such Section 6 is superseded by Utility's Tariff Rule 4.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed two (2) duplicate original copies of this Agreement as of the date first written above.

“SERVICE USER”

SOUTHERN CALIFORNIA GAS COMPANY

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____