

MASTER SERVICES CONTRACT - SCHEDULE K  
POOLING SERVICE AGREEMENT  
Form No. 6597-13 (09/2009)

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(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO.    4022  
DECISION NO.

106

ISSUED BY

**Lee Schavrien**  
Senior Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED    Sep 30, 2009  
EFFECTIVE    Oct 30, 2009  
RESOLUTION NO.    \_\_\_\_\_

**MASTER SERVICES CONTRACT**  
**SCHEDULE K**  
**POOLING SERVICE AGREEMENT**

**Pool ID No.** \_\_\_\_\_  
**Account Number** \_\_\_\_\_

This Pooling Service Agreement (“Agreement”) is entered into as of the \_\_\_\_ day of **Month**, **Year**, by and between Southern California Gas Company (“Utility”) and **Customer Name** (“Customer”), and is an independent Agreement incorporating by reference all of the terms and conditions of that certain Master Services Contract (“MSC”) executed by the Parties.

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

**Section 1 – Services**

This Agreement sets forth the terms and conditions under which Utility will provide end-use customers, customer agents, contracted marketers, core aggregators, SoCalGas Gas Acquisition, and any other legal entity seeking to conduct business on the SoCalGas system, pooling service on the SoCalGas system.

**Section 2 – Effective Date/Term**

- (A) **Effective Date** - This Agreement shall be effective at 6:00 a.m. on the 1<sup>st</sup> day of **Month**, **Year** and shall continue month to month thereafter until terminated by either party on 30 days prior written notice.
- (B) **Early Termination** - This Agreement may be terminated by Utility immediately under the following circumstances:
  - (1) In the event of a failure by Customer to pay on a timely basis all amounts billed by Utility, as provided in Section 6 of this Agreement.
  - (2) In the event that Customer fails to establish Customer’s continued creditworthiness in accordance with SoCalGas’ then applicable credit rules.

**Section 3 - Rates**

This Agreement shall be subject to Utility's Tariff Rate Schedule **G-POOL** and other applicable Tariff Schedules, as in effect from time to time, including without limitation Utility's Tariff Schedule G-RPA.

**Section 4 – Operations**

All nominations, confirmations, and other operating procedures for transportation services shall be subject to Utility's Tariff Rate Schedule **G-POOL** and Tariff Rules, as in effect from time to time.

**Section 5 – Notices**

All notices and requests under this Agreement shall be deemed to have been duly given if sent by first-class postage prepaid U. S. mail, by courier service, or if sent on a business day by facsimile (fax) properly addressed, and with confirming original copy thereof being sent (the same business day) by first-class postage prepaid mail, properly addressed, as follows:

**CUSTOMER:**

Company  
Street Address  
City, State, Zip  
Attn: \_\_\_\_\_

**UTILITY:**

Southern California Gas Company  
555 W. 5<sup>th</sup> Street  
Los Angeles, CA 90013  
Attn: Capacity Products, M.L. 22E1

**Section 6 – Billing and Payment**

(A) **Billing/Payment** - During the term hereof, all charges billed by Utility to Customer for pooling service charges and/or any other applicable charges shall be billed by Utility and paid by Customer in accordance with the MSC and Rule No. 9. If full payment has not been so received, Utility may terminate this Agreement as provided in Section 2 and Section 8 of this Agreement.

(B) **Disputes** - In the event of a billing dispute, the Customer may use the dispute resolution provision available and deposit the amount of the bill with the Public Utilities Commission in accordance with Rule No. 11.

**Section 7 – Establishment of Credit**

Credit requirements to participate in pooling services are described in Tariff Rate Schedule G-POOL and SoCalGas' applicable credit rules.

**Section 8 – Termination**

Service may be terminated as provided in Tariff Rate Schedule G-POOL and Rule No. 9.

**Section 9 – Regulatory**

**Tariff Schedules** - This Agreement shall be subject to Utility's Tariff Rate Schedule G-POOL and other applicable Tariff Schedules and Rules as in effect from time to time, including without limitation Tariff Rule No. 1, No. 4 and No. 30.

**Section 10 – Miscellaneous Legal Provisions**

All of the terms and conditions of the MSC are incorporated herein by reference.

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

**“UTILITY”**  
**Southern California Gas Company**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**“CUSTOMER”**  
**Company**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_