

MASTER SERVICES CONTRACT - SCHEDULE O  
OPERATIONS PARK AND LOAN SERVICES AGREEMENT  
(Form No. 6597-22)

N  
N  
N

(See Attached Form)

(TO BE INSERTED BY UTILITY)  
ADVICE LETTER NO. 3818-A  
DECISION NO. 07-12-019

ISSUED BY  
**Lee Schavrien**  
Senior Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)  
DATE FILED May 12, 2008  
EFFECTIVE Jul 18, 2008  
RESOLUTION NO. \_\_\_\_\_

**MASTER SERVICES CONTRACT**

**Schedule O**

**OPERATIONS PARK AND LOAN SERVICES AGREEMENT**

THIS OPERATIONS PARK AND LOAN SERVICES AGREEMENT (“Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Southern California Gas Company (“Utility”) and \_\_\_\_\_ (“Customer”) and sets forth the terms and conditions under which Utility will provide Operations Park and Loan Services to Customer. This Agreement shall be attached to and incorporated as Schedule O to the Master Services Contract (“MSC”) entered into by the parties, constituting an independent Agreement.

**SECTION 1 – SERVICES**

After execution of this Agreement, Customer may request specific Operations Park and Loan Services pursuant to the terms set forth in Utility’s applicable Rate Schedule G-PAL and other applicable tariff rules, and their legal successors, as in effect from time to time, and the terms of this Agreement.

Other: \_\_\_\_\_

**SECTION 2 - OPERATIONS PARK AND LOAN TRANSACTIONS**

In the event that at any time Customer’s request for specific service is accepted by Utility, Utility shall record such agreement in the form attached as Exhibit A (“Transaction Confirmation”) and each Transaction Confirmation is incorporated herein and made an integral part of this Agreement. Utility shall confirm such Transaction Confirmation to Customer by facsimile, or other mutually agreeable electronic means, no later than close of the first Business Day (a day during which Federal Reserve banks in New York City are open for business) immediately following the date of the agreement. Customer shall identify any error in such Transaction Confirmation and shall immediately provide written notice to Utility. If no such notice is received by Utility within two (2) Business Days from Customer’s receipt of such Transaction Confirmation, the Transaction Confirmation will be deemed correct. Both parties hereby agree that the Transaction Confirmation sent electronically to Customer forms a binding and enforceable contract. Such arrangement shall be referred to as a “Transaction”.

**SECTION 3 - TERM**

The term of this Agreement shall run from \_\_\_\_\_ through \_\_\_\_\_, and shall continue month to month thereafter until terminated by either party on thirty days prior written notice. No termination of the Agreement by such written notice shall terminate any executory Transaction prior to such Transaction’s designated termination.

**SECTION 4 - BILLING AND PAYMENT**

(a) Rates and charges specified in the Transaction Confirmation shall be applied as the applicable services are provided. For interruptible service, rates and charges shall be applied to service quantities specified in Transaction Confirmation less Utility interrupted service, unless otherwise agreed to between Utility and Customer.

(b) All bills shall be timely paid in accordance with the provisions of the MSC and Rule No. 9.

(c) In the event of a billing dispute, the bill must be paid in full by Customer pending resolution of the dispute. Such payment shall not be deemed a waiver of Customer's right to a refund. All bills shall be sent to Customer and paid to Utility at the address specified in the MSC.

SECTION 5 – RECEIPT AND DELIVERY POINTS

(a) The Points of Receipt and Delivery for Transactions are specified by the Transaction Confirmation.

(b) Customer is responsible for all applicable transportation charges to move gas to and from the Points of Receipt and Delivery.

SECTION 6 - MISCELLANEOUS

(a) Notices - All notices and requests under this Agreement shall be deemed to have been duly given if sent by facsimile (fax) properly addressed, and with confirming original copy thereof being sent by postage prepaid, certified mail properly addressed, as follows:

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

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) Creditworthiness - At all times during this Agreement, Customer shall be subject to the Utility's creditworthiness requirements.

(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 Customer shall be determined based on Customer's pro rata share of the total recoverable working gas inventory in Utility's storage facilities at the time of the loss.

(e) Customer may assign Transaction rights in whole upon approval by Utility. Customer may not assign Transaction rights in part unless it is specifically provided in the Transaction Confirmation.

(f) Incorporated Provisions - All provisions of the MSC are incorporated by reference herein as if set forth in full herein.

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.

CUSTOMER

SOUTHERN CALIFORNIA GAS COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

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

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