

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



FILED

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In the Matter of the Application of Southern
California Gas Company (U 904 G) to
Establish a Distributed Energy Resources
Services Tariff

A1408007

**APPLICATION OF SOUTHERN CALIFORNIA GAS COMPANY (U 904 G)
TO ESTABLISH A DISTRIBUTED ENERGY RESOURCES SERVICES TARIFF**

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August 8, 2014

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**APPLICATION OF SOUTHERN CALIFORNIA GAS COMPANY (U 904 G)
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**I.
INTRODUCTION**

Pursuant to California Public Utilities Code (“P.U. Code”) Sections 399.11 *et seq.*, 454, 454.5 and 701, and the California Public Utilities Commission’s (“Commission”) Rules of Practice and Procedure, Southern California Gas Company (“SoCalGas”) hereby submits this application (“Application”) to establish a tariff under which SoCalGas will be authorized to provide Distributed Energy Resources Services.

**II.
DESCRIPTION OF DISTRIBUTED ENERGY RESOURCES SERVICES TARIFF**

SoCalGas requests California Public Utilities Commission (“CPUC” or “Commission”) approval of this Application to offer a fully elective, optional, and nondiscriminatory tariff service which would provide its customers the opportunity to employ Distributed Energy Resources Services. SoCalGas’ proposed Distributed Energy Resources Services Tariff helps to further expand the adoption and use of advanced energy systems including but not limited to combined heat and power (“CHP”), fuel cell, Waste Heat to Power (“WHP”), and mechanical drive technology applications thus providing greater opportunities for third party service provider participation. The tariff will help address issues commonly faced by potential tariff service customers, such as high upfront equipment costs, limited internal distributed energy resources energy management expertise, uncertain ongoing operation and maintenance (“O&M”)

expenses, and technology risk. SoCalGas developed the Distributed Energy Resources Services Tariff to meet the current and future needs of customers seeking to utilize advanced energy systems to meet their onsite energy needs.

For customers electing this tariff service, the language of which is provided in Appendix A, SoCalGas proposes to design, install, own, operate, and/or maintain advanced energy systems on or adjacent to the customer's premises pursuant to an agreement between SoCalGas and the customer. A standard form of service contract is attached in Appendix C. Customers electing service under the Distributed Energy Resources Services Tariff will be charged market-based pricing for the service. This service will be available to all customer classes.

The Distributed Energy Resources Services Tariff will be promoted on a competitively neutral basis through SoCalGas' website, the use of competitively neutral scripts, and customer certifications, the language of which is provided in Appendix D. Information on the SoCalGas website and other promotional materials will state that other providers may offer the same or similar services. SoCalGas will deliver periodic reports to provide the Commission with the information needed for ongoing oversight.

III. SUPPORTING TESTIMONY

In support of the Application, SoCalGas attaches, and incorporates herein by reference, the testimony of the following witnesses:

- **Chapter 1 (Rodger Schwecke)** – This Chapter discusses the policy foundations for the proposed Distributed Energy Resources Services Tariff and describes how the proposed tariff is consistent with and supportive of state law and policy objectives.
- **Chapter 2 (Ron Goodman)** – This Chapter describes the proposed Distributed Energy Resources Services and how the services will be delivered to customers.
- **Chapter 3 (Johnny Huleis)** – This Chapter provides a description of the cost tracking procedures and regulatory treatment that will be put in place to ensure that

the costs of the Distributed Energy Resources Services are paid for by customers of the services.

**IV.
STATUTORY AND PROCEDURAL REQUIREMENTS**

A. Category, Need for Hearings, Issues, and Schedule - Rule 2(1)(c)

1. Category

SoCalGas proposes that this proceeding be categorized as “ratesetting” within the meaning of Commission Rules 1.3(e) and 7.1.

2. Need for Hearings

SoCalGas believes that evidentiary hearings may be required.

3. Issue to be Considered

The issue to be considered in this proceeding is whether the Commission should approve SoCalGas’ proposed Distributed Energy Resources Services Tariff, which includes a request for authorization to create a standard pro-forma contract for Distributed Energy Resources Services.

4. Proposed Schedule

SoCalGas proposes the following schedule to achieve these goals:

<u>DATE</u>	<u>EVENT</u>
August 8, 2014	Application filing date
September 8, 2014	Protests Due
September 18, 2014	Replies to protests
October 2, 2014	Prehearing conference
November 3, 2014	Opening intervenor testimony
November 17, 2014	Concurrent rebuttal testimony
December 17, 2014	Evidentiary hearings (if needed)
January 16, 2015	Opening briefs
January 30, 2015	Reply briefs

March 30, 2015

CPUC issues Proposed Decision

April 30, 2015

CPUC issues Final Decision

B. Authority - Rule 2.1

This Application is filed in accordance with P.U. Code Sections 399.11 *et seq.*, 454, 454.5, 701, 1701, the Commission's Rules of Practice and Procedure and prior Commission decisions, orders and resolutions.

C. Corporate Information and Correspondence - Rules 2.1(a) and 2.1(b)

Applicant's legal name is Southern California Gas Company. SoCalGas is a public utility corporation organized and existing under the laws of the State of California, with its principal place of business and mailing address at 555 West Fifth Street, Los Angeles, California, 90013.

All correspondence and communications to SoCalGas regarding this Application should be addressed to:

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Regulatory Case Manager
SOUTHERN CALIFORNIA GAS COMPANY
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with a copy to:

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Senior Counsel
555 West 5th Street, Suite 1400
Los Angeles, CA 90013
Telephone: (213) 244-2954
Facsimile: (213) 629-9620
Email: SDPatrick@semprautilities.com

D. Organization and Qualification to Transact Business – Rule 2.2

A copy of SoCalGas' Restated Articles of Incorporation as last amended, presently in effect and certified by the California Secretary of State, was filed with the Commission on

October 1, 1998 in connection with SoCalGas' Application No. 98-10-012, and is incorporated herein by reference.

E. Balance Sheet and Income Statement – Rule 3.2(a)(1)

Attachment A to this Application is SoCalGas' Balance Sheet as of March 31, 2014. Attachment B to this Application is SoCalGas' Income Statement for the 3-month period ended March 31, 2014.

F. Rates - Rules 3.2(a)(2) and 3.2(a)(3)

No rate changes for SoCalGas will result from this Application.

G. Property and Equipment - Rule 3.2(a)(4)

A general description of SoCalGas' property and equipment was previously filed with the Commission on October 5, 2001, in connection with SoCalGas' Application No. 01-10-005 and is incorporated herein by reference. A statement of the original cost and depreciation reserve attributable thereto as of March 31, 2014 is Attachment C to this Application.

H. Summary of Earnings - Rules 3.2(a)(5) and (6)

Attachment D to this Application is a SoCalGas Summary of Earnings for the three months ended March 31, 2014.

I. Depreciation - Rule 3.2(a)(7)

For financial statement purposes, depreciation of utility plant for SoCalGas has been computed on a straight-line remaining life basis at rates based on the estimated useful lives of plant properties. For federal income tax accrual purposes, SoCalGas generally computes depreciation using the straight-line method for tax property additions prior to 1954, and liberalized depreciation, which includes Class Life and Asset Depreciation Range Systems, on tax property additions after 1954 and prior to 1981. For financial reporting and rate-fixing purposes, "flow through accounting" has been adopted for such properties. For tax property additions in years 1981 through 1986, SoCalGas has computed its tax depreciation using the Accelerated Cost Recovery System. For years after 1986, SoCalGas has computed its tax

depreciation using the Modified Accelerated Cost Recovery Systems and, since 1982, has normalized the effects of the depreciation differences in accordance with the Economic Recovery Tax Act of 1981 and the Tax Reform Act of 1986.

J. Proxy Statement - Rule 3.2(a)(8)

A copy of SoCalGas' most recent proxy statement, dated April 24, 2014, as sent to all shareholders of SoCalGas' parent company, Sempra Energy, was mailed to the Commission on May 12, 2014, and is incorporated herein by reference.

K. Pass Through of Costs - Rule 3.2(a)(10)

The new tariff SoCalGas seeks in this Application is forecasted to be rate neutral because tariff customers, not ratepayers, are funding the services to be provided.

L. Service and Notice - Rule 1.9

SoCalGas is serving this Application on all parties to the Commission's A.11-11-011, A.12-04-024 and R.13-02-008 service lists.

**V.
RELIEF REQUESTED**

SoCalGas respectfully requests that the Commission approve this Application in all respects including:

1. Approval of SoCalGas' Distributed Energy Resources Services Tariff, including pro-forma contracts.
2. Approval of SoCalGas' ratemaking proposal.
3. Granting any other relief as necessary and proper.

**VI.
CONCLUSION**

WHEREFORE, SoCalGas respectfully requests that the Commission approve this Application in its entirety.

Dated this 8th day of August, 2014, in Los Angeles, California.

Respectfully submitted,

/s/ Patrick T. Lee

PATRICK T. LEE

*Senior Vice President –Customer Service Innovation &
Business Strategy*

SOUTHERN CALIFORNIA GAS COMPANY

/s/ Steven D. Patrick

STEVEN D. PATRICK

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VERIFICATION

I am an officer of Southern California Gas Company and am authorized to make this verification on its behalf. The matters stated in the foregoing Application are true to my own knowledge, except as to matters that are stated therein on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 8th day of August 2014, in Los Angeles, California.

/s/ Patrick T. Lee

PATRICK T. LEE

*Senior Vice President –Customer Service Innovation &
Business Strategy*

SOUTHERN CALIFORNIA GAS COMPANY

ATTACHMENT A

Balance Sheet

**SOUTHERN CALIFORNIA GAS COMPANY
BALANCE SHEET
ASSETS AND OTHER DEBITS
MARCH 31, 2014**

1. UTILITY PLANT		2014
101	UTILITY PLANT IN SERVICE	\$11,490,878,429
102	UTILITY PLANT PURCHASED OR SOLD	-
105	PLANT HELD FOR FUTURE USE	-
106	COMPLETED CONSTRUCTION NOT CLASSIFIED	-
107	CONSTRUCTION WORK IN PROGRESS	395,695,986
108	ACCUMULATED PROVISION FOR DEPRECIATION OF UTILITY PLANT	(4,468,501,955)
111	ACCUMULATED PROVISION FOR AMORTIZATION OF UTILITY PLANT	(48,787,039)
117	GAS STORED-UNDERGROUND	59,101,071
TOTAL NET UTILITY PLANT		7,428,386,492
2. OTHER PROPERTY AND INVESTMENTS		
121	NONUTILITY PROPERTY	116,664,935
122	ACCUMULATED PROVISION FOR DEPRECIATION AND AMORTIZATION OF NONUTILITY PROPERTY	(85,735,646)
123	INVESTMENTS IN SUBSIDIARY COMPANIES	-
124	OTHER INVESTMENTS	122
125	SINKING FUNDS	-
128	OTHER SPECIAL FUNDS	3,000,000
TOTAL OTHER PROPERTY AND INVESTMENTS		33,929,411

Data from SPL as of March 31, 2014.

SOUTHERN CALIFORNIA GAS COMPANY
BALANCE SHEET
ASSETS AND OTHER DEBITS
MARCH 31, 2014

3. CURRENT AND ACCRUED ASSETS		<u>2014</u>
131	CASH	31,664,032
132	INTEREST SPECIAL DEPOSITS	-
134	OTHER SPECIAL DEPOSITS	-
135	WORKING FUNDS	92,672
136	TEMPORARY CASH INVESTMENTS	-
141	NOTES RECEIVABLE	-
142	CUSTOMER ACCOUNTS RECEIVABLE	590,883,294
143	OTHER ACCOUNTS RECEIVABLE	21,659,947
144	ACCUMULATED PROVISION FOR UNCOLLECTIBLE ACCOUNTS	(5,725,892)
145	NOTES RECEIVABLE FROM ASSOCIATED COMPANIES	117,383,003
146	ACCOUNTS RECEIVABLE FROM ASSOCIATED COMPANIES	(10,045,545)
151	FUEL STOCK	-
152	FUEL STOCK EXPENSE UNDISTRIBUTED	-
154	PLANT MATERIALS AND OPERATING SUPPLIES	28,932,625
155	MERCHANDISE	12,733
156	OTHER MATERIALS AND SUPPLIES	-
158	GHG ALLOWANCE	2,992,860
163	STORES EXPENSE UNDISTRIBUTED	(310,464)
164	GAS STORED	16,457,368
165	PREPAYMENTS	86,680,182
171	INTEREST AND DIVIDENDS RECEIVABLE	3,632,883
173	ACCRUED UTILITY REVENUES	-
174	MISCELLANEOUS CURRENT AND ACCRUED ASSETS	32,335,126
175	DERIVATIVE INSTRUMENT ASSETS	5,516,709
176	LONG TERM PORTION OF DERIVATIVE ASSETS - HEDGES	-
TOTAL CURRENT AND ACCRUED ASSETS		<u>922,161,533</u>
 4. DEFERRED DEBITS		
181	UNAMORTIZED DEBT EXPENSE	10,842,776
182	UNRECOVERED PLANT AND OTHER REGULATORY ASSETS	1,107,180,236
183	PRELIMINARY SURVEY & INVESTIGATION CHARGES	315,551
184	CLEARING ACCOUNTS	2,766,952
185	TEMPORARY FACILITIES	-
186	MISCELLANEOUS DEFERRED DEBITS	203,363,635
188	RESEARCH AND DEVELOPMENT	-
189	UNAMORTIZED LOSS ON REACQUIRED DEBT	13,931,771
190	ACCUMULATED DEFERRED INCOME TAXES	285,420,502
191	UNRECOVERED PURCHASED GAS COSTS	-
TOTAL DEFERRED DEBITS		<u>1,623,821,423</u>
TOTAL ASSETS AND OTHER DEBITS		<u><u>\$ 10,008,298,859</u></u>

Data from SPL as of March 31, 2014.

SOUTHERN CALIFORNIA GAS COMPANY
BALANCE SHEET
LIABILITIES AND OTHER CREDITS
MARCH 31, 2014

5. PROPRIETARY CAPITAL

	<u>2014</u>
201 COMMON STOCK ISSUED	(834,888,907)
204 PREFERRED STOCK ISSUED	(21,551,075)
207 PREMIUM ON CAPITAL STOCK	-
208 OTHER PAID-IN CAPITAL	-
210 GAIN ON RETIRED CAPITAL STOCK	(9,722)
211 MISCELLANEOUS PAID-IN CAPITAL	(31,306,680)
214 CAPITAL STOCK EXPENSE	143,261
216 UNAPPROPRIATED RETAINED EARNINGS	(1,758,484,963)
219 ACCUMULATED OTHER COMPREHENSIVE INCOME	<u>18,321,903</u>
TOTAL PROPRIETARY CAPITAL	<u>(2,627,776,183)</u>

6. LONG-TERM DEBT

221 BONDS	(1,400,000,000)
224 OTHER LONG-TERM DEBT	(12,475,533)
225 UNAMORTIZED PREMIUM ON LONG-TERM DEBT	-
226 UNAMORTIZED DISCOUNT ON LONG-TERM DEBT	<u>5,052,748</u>
TOTAL LONG-TERM DEBT	<u>(1,407,422,785)</u>

7. OTHER NONCURRENT LIABILITIES

227 OBLIGATIONS UNDER CAPITAL LEASES - NONCURRENT	(479,894)
228.2 ACCUMULATED PROVISION FOR INJURIES AND DAMAGES	(213,948,710)
228.3 ACCUMULATED PROVISION FOR PENSIONS AND BENEFITS	(401,372,040)
228.4 ACCUMULATED MISCELLANEOUS OPERATING PROVISIONS	-
230 ASSET RETIREMENT OBLIGATIONS	<u>(1,236,170,601)</u>
TOTAL OTHER NONCURRENT LIABILITIES	<u>(1,851,971,245)</u>

Data from SPL as of March 31, 2014.

SOUTHERN CALIFORNIA GAS COMPANY
BALANCE SHEET
LIABILITIES AND OTHER CREDITS
MARCH 31, 2014

8. CURRENT AND ACCRUED LIABILITIES		2014
231	NOTES PAYABLE	-
232	ACCOUNTS PAYABLE	(454,313,749)
233	NOTES PAYABLE TO ASSOCIATED COMPANIES	-
234	ACCOUNTS PAYABLE TO ASSOCIATED COMPANIES	(14,369,193)
235	CUSTOMER DEPOSITS	(75,412,772)
236	TAXES ACCRUED	(38,473,864)
237	INTEREST ACCRUED	(18,182,144)
238	DIVIDENDS DECLARED	(323,265)
241	TAX COLLECTIONS PAYABLE	(23,199,132)
242	MISCELLANEOUS CURRENT AND ACCRUED LIABILITIES	(198,117,966)
243	OBLIGATIONS UNDER CAPITAL LEASES - CURRENT	(1,209,808)
244	DERIVATIVE INSTRUMENT LIABILITIES	(921,692)
245	DERIVATIVE INSTRUMENT LIABILITIES - HEDGES	-
TOTAL CURRENT AND ACCRUED LIABILITIES		<u>(824,523,585)</u>
 9. DEFERRED CREDITS		
252	CUSTOMER ADVANCES FOR CONSTRUCTION	(83,193,545)
253	OTHER DEFERRED CREDITS	(105,990,411)
254	OTHER REGULATORY LIABILITIES	(1,709,075,210)
255	ACCUMULATED DEFERRED INVESTMENT TAX CREDITS	(17,510,514)
257	UNAMORTIZED GAIN ON REACQUIRED DEBT	-
281	ACCUMULATED DEFERRED INCOME TAXES - ACCELERATED	-
282	ACCUMULATED DEFERRED INCOME TAXES - PROPERTY	(1,202,574,827)
283	ACCUMULATED DEFERRED INCOME TAXES - OTHER	(178,260,554)
TOTAL DEFERRED CREDITS		<u>(3,296,605,061)</u>
TOTAL LIABILITIES AND OTHER CREDITS		<u><u>\$ (10,008,298,859)</u></u>

Data from SPL as of March 31, 2014.

ATTACHMENT B

Income Statement

SOUTHERN CALIFORNIA GAS COMPANY
STATEMENT OF INCOME AND RETAINED EARNINGS
THREE MONTHS ENDED MARCH 31, 2014

1. UTILITY OPERATING INCOME

400	OPERATING REVENUES		1,084,931,582
401	OPERATING EXPENSES	783,825,407	
402	MAINTENANCE EXPENSES	45,316,274	
403-7	DEPRECIATION AND AMORTIZATION EXPENSES	103,996,080	
408.1	TAXES OTHER THAN INCOME TAXES	22,110,256	
409.1	INCOME TAXES	13,215,702	
410.1	PROVISION FOR DEFERRED INCOME TAXES	92,185,114	
411.1	PROVISION FOR DEFERRED INCOME TAXES - CREDIT	(66,712,176)	
411.4	INVESTMENT TAX CREDIT ADJUSTMENTS	(507,847)	
411.6	GAIN FROM DISPOSITION OF UTILITY PLANT	-	
411.7	LOSS FROM DISPOSITION OF UTILITY PLANT	-	
	TOTAL OPERATING REVENUE DEDUCTIONS		993,428,810
	NET OPERATING INCOME		91,502,772

2. OTHER INCOME AND DEDUCTIONS

415	REVENUE FROM MERCHANDISING, JOBBING AND CONTRACT WORK	-	
417	REVENUES FROM NONUTILITY OPERATIONS	-	
417.1	EXPENSES OF NONUTILITY OPERATIONS	(33,705)	
418	NONOPERATING RENTAL INCOME	102,728	
418.1	EQUITY IN EARNINGS OF SUBSIDIARIES	-	
419	INTEREST AND DIVIDEND INCOME	(95,327)	
419.1	ALLOWANCE FOR OTHER FUNDS USED DURING CONSTRUCTION	5,214,390	
421	MISCELLANEOUS NONOPERATING INCOME	(54,358)	
421.1	GAIN ON DISPOSITION OF PROPERTY	-	
	TOTAL OTHER INCOME	5,133,728	
425	MISCELLANEOUS AMORTIZATION	-	
426	MISCELLANEOUS OTHER INCOME DEDUCTIONS	(976,699)	
		(976,699)	
408.2	TAXES OTHER THAN INCOME TAXES	(35,760)	
409.2	INCOME TAXES	316,049	
410.2	PROVISION FOR DEFERRED INCOME TAXES	(1,043,825)	
411.2	PROVISION FOR DEFERRED INCOME TAXES - CREDIT	494,283	
420	INVESTMENT TAX CREDITS	-	
	TOTAL TAXES ON OTHER INCOME AND DEDUCTIONS	(269,253)	
	TOTAL OTHER INCOME AND DEDUCTIONS		3,887,776
	INCOME BEFORE INTEREST CHARGES		95,390,548
	NET INTEREST CHARGES*		16,871,737
	NET INCOME		\$78,518,811

*NET OF ALLOWANCE FOR BORROWED FUNDS USED DURING CONSTRUCTION. (\$1,602,910)

Data from SPL as of March 31, 2014.

**SOUTHERN CALIFORNIA GAS COMPANY
STATEMENT OF INCOME AND RETAINED EARNINGS
THREE MONTHS ENDED MARCH 31, 2014**

3. RETAINED EARNINGS

RETAINED EARNINGS AT BEGINNING OF PERIOD, AS PREVIOUSLY REPORTED	\$1,680,289,418
NET INCOME (FROM PRECEDING PAGE)	78,518,811
DIVIDEND TO PARENT COMPANY	-
DIVIDENDS DECLARED - PREFERRED STOCK	(323,266)
OTHER RETAINED EARNINGS ADJUSTMENT	<u>-</u>
RETAINED EARNINGS AT END OF PERIOD	<u><u>\$1,758,484,963</u></u>

ATTACHMENT C

Statement of Original Cost and Depreciation Reserve

SOUTHERN CALIFORNIA GAS COMPANY

Plant Investment and Accumulated Depreciation

As of March 31, 2014

ACCOUNT NUMBER	DESCRIPTION	ORIGINAL COSTS	ACCUMULATED RESERVE	NET BOOK VALUE
INTANGIBLE ASSETS				
301	Organization	\$ 76,457	\$ -	\$ 76,457
302	Franchise and Consents	\$ 569,299	\$ -	569,299
	Total Intangible Assets	\$ 645,756	0	\$ 645,756
PRODUCTION:				
325	Other Land Rights	\$ 15,321	\$ -	\$ 15,321
330	Prd Gas Wells Const	\$ 5,557,139	\$ (1,415)	5,555,724
331	Prd Gas Wells Eqp	\$ 454,718	\$ (55)	454,663
332	Field Lines	\$ 1,731,111	\$ -	1,731,111
334	FldMeas&RegStnEquip	\$ 536,249	\$ -	536,249
336	Prf Eqpt	\$ 485,415	\$ -	485,415
	Total Production	\$ 8,779,952	(1,470)	\$ 8,778,482
UNDERGROUND STORAGE:				
350	Land	\$ 4,539,484	\$ -	\$ 4,539,484
350SR	Storage Rights	\$ 17,935,798	\$ (17,496,629)	439,169
350RW	Rights-of-Way	\$ 25,354	\$ (15,317)	10,037
351	Structures and Improvements	\$ 42,319,219	\$ (19,853,635)	22,465,584
352	Wells	\$ 290,421,959	\$ (167,891,995)	122,529,964
353	Lines	\$ 106,039,341	\$ (93,703,446)	12,335,895
354	Compressor Station and Equipment	\$ 137,432,228	\$ (63,534,053)	73,898,175
355	Measuring And Regulator Equipment	\$ 6,514,482	\$ (1,795,219)	4,719,263
356	Purification Equipment	\$ 129,329,992	\$ (66,695,726)	62,634,266
357	Other Equipment	\$ 30,680,298	\$ (7,568,264)	23,112,034
	Total Underground Storage	\$ 765,238,154	(438,554,283)	\$ 326,683,870
TRANSMISSION PLANT- OTHER:				
365	Land	\$ 2,862,566	\$ (15,187,436)	\$ (12,324,870)
365LRTS	Land Rights	\$ 21,665,634	\$ -	21,665,634
366	Structures and Improvements	\$ 35,783,342	\$ (20,996,813)	14,786,530
367	Mains	\$ 1,364,592,131	\$ (584,427,245)	780,164,886
368	Compressor Station and Equipment	\$ 207,301,333	\$ (107,615,191)	99,686,141
369	Measuring And Regulator Equipment	\$ 62,395,697	\$ (27,059,132)	35,336,565
371	Other Equipment	\$ 5,194,060	\$ (2,771,436)	2,422,623
	Total Transmission Plant	\$ 1,699,794,762	(758,057,253)	\$ 941,737,509
DISTRIBUTION PLANT:				
374	Land	\$ 31,685,415	\$ -	\$ 31,685,415
374LRTS	Land Rights	\$ 128,102	\$ (12,264)	115,838
375	Structures and Improvements	\$ 246,574,906	\$ (70,134,248)	176,440,657
376	Mains	\$ 3,416,330,407	\$ (1,994,639,395)	1,421,691,012
378	Measuring And Regulator Equipment	\$ 90,193,736	\$ (60,359,955)	29,833,781
380	Services	\$ 2,225,367,072	\$ (1,848,086,612)	377,280,460
381	Meters	\$ 598,785,108	\$ (130,853,732)	467,931,376
382	Meter Installation	\$ 345,086,656	\$ (148,000,202)	197,086,454
383	House Regulators	\$ 138,055,272	\$ (57,494,337)	80,560,935
387	Other Equipment	\$ 31,644,568	\$ (21,237,195)	10,407,373
	Total Distribution Plant	\$ 7,123,851,242	\$ (4,330,817,940)	\$ 2,793,033,301
GENERAL PLANT:				
389	Land	\$ 1,342,839	\$ -	1,342,839
389LRTS	Land Rights	\$ 74,300	\$ -	74,300
390	Structures and Improvements	\$ 183,144,454	\$ (150,139,604)	33,004,851
391	Office Furniture and Equipment	\$ 837,349,438	\$ (353,593,641)	483,755,797
392	Transportation Equipment	\$ 574,059	\$ (53,451)	520,608
393	Stores Equipment	\$ 2,326,828	\$ (39,438)	2,287,390
394	Shop and Garage Equipment	\$ 56,369,631	\$ (25,843,895)	30,525,735
395	Laboratory Equipment	\$ 5,487,893	\$ (3,421,335)	2,066,558
396	Construction Equipment	\$ 11,957	\$ 10,757	22,714
397	Communication Equipments	\$ 144,725,809	\$ (52,507,293)	92,218,516
398	Miscellaneous Equipment	\$ 3,340,712	\$ (269,367)	3,071,345
	Total General Plant	\$ 1,234,747,921	\$ (585,857,268)	\$ 648,890,653
	Grand Total	\$ 10,833,057,787	(6,113,288,215)	\$ 4,719,769,572

ATTACHMENT D

Summary of Earnings

**SOUTHERN CALIFORNIA GAS COMPANY
SUMMARY OF EARNINGS
THREE MONTHS ENDED MARCH 31, 2014
(DOLLARS IN MILLIONS)**

<u>Line No.</u>	<u>Item</u>	<u>Amount</u>
1	Operating Revenue	\$1,085
2	Operating Expenses	<u>993</u>
3	Net Operating Income	<u><u>\$92</u></u>
4	Weighted Average Rate Base	\$3,765
5	Rate of Return*	8.02%

*Authorized Cost of Capital

SOUTHERN CALIFORNIA GAS COMPANY
FINANCIAL STATEMENT
MARCH 31, 2014

(a) Amounts and Kinds of Stock Authorized:

Preferred Stock	160,000	shares	Par Value \$4,000,000
Preferred Stock	840,000	shares	Par Value \$21,000,000
Preferred Stock	5,000,000	shares	Without Par Value
Preference Stock	5,000,000	shares	Without Par Value
Common Stock	100,000,000	shares	Without Par Value

Amounts and Kinds of Stock Outstanding:

PREFERRED STOCK

6.0%	79,011	shares	\$1,975,275
6.0%	783,032	shares	19,575,800

COMMON STOCK

91,300,000	shares	834,888,907
------------	--------	-------------

(b) Terms of Preferred Stock:

Full information as to this item is given in connection with Application No. 96-09-046, to which references are hereby made.

(c) Brief Description of Mortgage:

Full information as to this item is given in Application No. 09-09-046 to which reference is hereby made.

(d) Number and Amount of Bonds Authorized and Issued:

	Nominal Date of Issue	Par Value		Interest Paid in 2013
		Authorized and Issued	Outstanding	
<u>First Mortgage Bonds:</u>				
5.45% Series HH, due 2018	10-14-03	250,000,000	250,000,000	13,625,000
5.75% Series KK, due 2035	11-18-05	250,000,000	250,000,000	14,375,000
5.50% Series LL, due 2014	11-21-08	250,000,000	250,000,000	13,750,000
5.125% Series MM, due 2040	11-18-10	300,000,000	300,000,000	15,375,000
3.750% Series NN, due 2042	09-21-12	350,000,000	350,000,000	12,906,250
<u>Other Long-Term Debt</u>				
4.750% SFr. Foreign Interest Payment Securities	05-14-06	7,877,038	7,475,533	355,091
5.67% Medium-Term Note, due 2028	01-15-03	5,000,000	5,000,000	283,500

	Date of <u>Issue</u>	Date of <u>Maturity</u>	Interest <u>Rate</u>	<u>Outstanding</u>	Interest Paid <u>2013</u>
<u>Other Indebtedness:</u>					
Commercial Paper & ST Bank Loans	03/12	03/17	Various	42,000,000	\$1,617

Preferred Stock	Shares Outstanding @ 12-31-13	Dividends Declared				
		2009	2010	2011	2012	2013
6.0%	79,011	\$118,517	\$118,517	\$118,517	\$118,517	\$118,517
6.0%	783,032	1,174,548	1,174,548	1,174,548	1,174,548	1,174,548
	862,043	\$1,293,065	\$1,293,065	\$1,293,065	\$1,293,065	\$1,293,065

[1] Southern California Gas Company dividend to parent company, Sempra Energy.

ATTACHMENT E

City and County Service List

ATTORNEY GENERAL
STATE OF CALIFORNIA
1300 "I" STREET
SACRAMENTO, CA 95814

DEPT. OF GENERAL SERVICES
STATE OF CALIFORNIA
915 CAPITOL MALL
SACRAMENTO, CA 95814

COUNTY CLERK
FRESNO COUNTY
2221 KERN ST.
FRESNO, CA 93721

COUNTY COUNSEL
FRESNO COUNTY
2220 TULARE ST., 5TH FLOOR
FRESNO, CA 93721

CHUCK STOREY
COUNTY CLERK
IMPERIAL COUNTY
940 MAIN ST., #202
EL CENTRO, CA 92243

WILLIAM JAMES
DISTRICT ATTORNEY
IMPERIAL COUNTY
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EL CENTRO, CA 92243

CITY COUNSEL
KERN COUNTY
1415 TRUXTUN
BAKERSFIELD, CA 93301

SUE PICKETT
CLERK OF THE BOARD
KERN COUNTY
1115 TRUXTON
BAKERSFIELD, CA 93301

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HANFORD, CA 93230

JOAN L. BULLOCK
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KINGS COUNTY
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HANFORD, CA 93230

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LOS ANGELES COUNTY
111 NO. HILL STREET
LOS ANGELES, CA 90012

COUNTY CLERK
LOS ANGELES COUNTY
12400 E. IMPERIAL HIGHWAY
NORWALK, CA 90650

DISTRICT ATTORNEY
ORANGE COUNTY
700 CIVIC CENTER DRIVE WEST
SANTA ANA, CA 92701

LEE A. BRANCH
COUNTY CLERK
ORANGE COUNTY
700 CIVIC CENTER DR. RM D100
SANTA ANA, CA 92701

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2041 IOWA AVE.
RIVERSIDE, CA 92501

COUNTY CLERK
RIVERSIDE COUNTY
4080 LEMON STREET
RIVERSIDE, CA 92501

COUNTY CLERK
SAN BERNARDINO COUNTY
316 N. MT. VIEW AVE.
SAN BERNARDINO, CA 92415

DISTRICT ATTORNEY
SAN BERNARDINO COUNTY
316 N. MT. VIEW AVE.
SAN BERNARDINO, CA 92415

COUNTY CLERK
SAN LUIS OBISPO COUNTY
COURT HOUSE ANNEX
SAN LUIS OBISPO, CA 93408

DISTRICT ATTORNEY
SAN LUIS OBISPO COUNTY
COURT HOUSE ANNEX
SAN LUIS OBISPO, CA 93408

H. C. MENZEL
COUNTY CLERK
SANTA BARBARA COUNTY
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SANTA BARBARA, CA 93102

S. M. RODEN
DISTRICT ATTORNEY
SANTA BARBARA COUNTY
105 E. ANAPUMA ST.
SANTA BARBARA, CA 93102

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COUNTY CLERK
425 E. OAK ST., #301
VISALIA, CA 93291

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DISTRICT ATTORNEY
TULARE COUNTY CIVIC CENTER
VISALIA, CA 93277

MICHAEL D. BRADBURY
DISTRICT ATTORNEY
VENTURA COUNTY
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VENTURA, CA 93009

R. L. HAMM
COUNTY CLERK
VENTURA COUNTY
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VENTURA, CA 93009

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30001 LADYFACE CT.
AGOURA HILLS, CA 91301

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CITY CLERK
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30001 LADYFACE CT.
AGOURA HILLS, CA 91301

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7100 SO. GARFIELD AVE.
BELL GARDENS, CA 90201

CITY ATTORNEY
ALHAMBRA CITY HALL
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ALHAMBRA, CA 91801

CITY CLERK
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111 S. FIRST ST.
ALHAMBRA, CA 91801

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ANAHEIM, CA 92803

CITY CLERK
ANAHEIM CITY HALL
P.O. BOX 3222
ANAHEIM, CA 92803

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ARCADIA, CA 91006

CITY ATTORNEY
ARCADIA CITY HALL
240 W. HUNTINGTON DR
ARCADIA, CA 91006

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ARROYO GRANDE CITY HALL
300 E. BRANCH ST
ARROYO GRANDE, CA 93420

CITY CLERK
ARROYO GRANDE CITY HALL
300 E. BRANCH ST.
ARROYO GRANDE, CA 93420

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18747 CLARKDALE AVE.
ARTESIA, CA 90701

CITY CLERK
ARTESIA CITY HALL
18747 CLARKDALE AVE.
ARTESIA, CA 90701

CITY ATTORNEY
ARVIN CITY HALL
200 CAMPUS DR.
ARVIN, CA 93203

CITY CLERK
ARVIN CITY HALL
200 CAMPUS DR.
ARVIN, CA 93203

CITY ATTORNEY
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6500 PALMA AVE.
ATASCADERO, CA 93422

CITY CLERK
ATASCADERO CITY HALL
6500 PALMA AVE.
ATASCADERO, CA 93422

CITY ATTORNEY
AVENAL CITY HALL
919 SKYLINE AVE.
AVENAL, CA 93204

CITY CLERK
AVENAL CITY HALL
919 SKYLINE AVE.
AVENAL, CA 93204

CITY ATTORNEY
AZUSA CITY HALL
213 E. FOOTHILL BLVD.
AZUSA, CA 91702

CITY CLERK
AZUSA CITY HALL
213 E. FOOTHILL BLVD.
AZUSA, CA 91702

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BAKERSFIELD, CA 93301

CITY CLERK
BAKERSFIELD CITY HALL
1501 TRUXTUN AVE.
BAKERSFIELD, CA 93301

CITY ATTORNEY
BALDWIN PARK CITY HALL
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BALDWIN PARK, CA 91706

CITY CLERK
BALDWIN PARK CITY HALL
14403 E. PACIFIC AVE.
BALDWIN PARK, CA 91706

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99 EAST RAMSEY ST.
BANNING, CA 92220

CITY CLERK
BANNING CITY HALL
99 EAST RAMSEY ST.
BANNING, CA 92220

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550 6TH AVE.
BEAUMONT, CA 92223

CITY CLERK
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550 6TH AVE.
BEAUMONT, CA 92223

CITY ATTORNEY
BELL CITY HALL
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BELL, CA 90201

CITY CLERK
BELL CITY HALL
6330 PINE AVE.
BELL, CA 90201

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5775 CARPINTERIA AVE.
CARPINTERIA, CA 93013

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16600 E. CIVIC CENTER DR.
BELLFLOWER, CA 90706

CITY CLERK
BELLFLOWER CITY HALL
16600 E. CIVIC CENTER DR.
BELLFLOWER, CA 90706

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450 NO. CRESCENT DR.
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BEVERLY HILLS, CA 90210

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CITY OF RANCHO SANTA MARGARITA
22112 El Paseo
RANCHO SANTA MARGARITA, CA
92688

CITY CLERK
CITY OF RANCHO SANTA MARGARITA
22112 El Paseo
RANCHO SANTA MARGARITA, CA
92688

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BLYTHE CITY HALL
235 N. BROADWAY
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CITY CLERK
BRAWLEY CITY HALL
400 MAIN STREET
BRAWLEY, CA 92227

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BREA, CA 92821

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1 CIVIC CENTER CIRCLE
BREA, CA 92821

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6650 BEACH BLVD.
BUENA PARK, CA 90620

CITY CLERK
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6650 BEACH BLVD.
BUENA PARK, CA 90620

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608 HEBER AVE.
CALEXICO, CA 92231

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CALIFORNIA CITY, CA 93505

CITY CLERK
CALIFORNIA CITY HALL
21000 HACIENDA BLVD.
CALIFORNIA CITY, CA 93505

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CAMARILLO, CA 93010

CITY CLERK
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601 CARMEN DRIVE
CAMARILLO, CA 93010

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CARSON CITY HALL
701 E. CARSON ST.
CARSON, CA 90745

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CATHEDRAL CITY HALL
68700 AVENIDA LALO GUERRERO
CATHEDRAL CITY, CA 92234

CITY CLERK
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68700 AVENIDA LALO GUERRERO
CATHEDRAL CITY, CA 92234

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BLOOMFIELD AND 183RD ST.
CERRITOS, CA 90701

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BLOOMFIELD AND 183RD ST.
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13220 CENTRAL AVE.
CHINO, CA 91710

CITY CLERK
CHINO CITY HALL
13220 CENTRAL AVE.
CHINO, CA 91710

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CLAREMONT, CA 91711

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COACHELLA CITY HALL
1515 SIXTH ST.
COACHELLA, CA 92236

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CITY CLERK
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650 N. LACADENA DR.
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COMMERCE, CA 90040

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815 W. SIXTH ST.
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CITY CLERK
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815 W. SIXTH ST.
CORONA, CA 91720

CITY ATTORNEY
COSTA MESA CITY HALL
77 FAIR DRIVE
COSTA MESA, CA 92626

CITY CLERK
COSTA MESA CITY HALL
77 FAIR DRIVE
COSTA MESA, CA 92626

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CUDAHY, CA 90201

CITY CLERK
CUDAHY CITY HALL
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CUDAHY, CA 90201

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CULVER CITY, CA 90230

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FONTANA, CA 92335

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CYPRESS CITY HALL
5275 ORANGE AVE.
CYPRESS, CA 90630

CITY CLERK
CYPRESS CITY HALL
5275 ORANGE AVE.
CYPRESS, CA 90630

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DANA POINT CITY
33282 GOLDEN LANTERN ST.
DANA POINT, CA 92629

CITY CLERK
DANA POINT CITY
33282 GOLDEN LANTERN ST.
DANA POINT, CA 92629

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1015 11TH AVE.
DELANO, CA 93215

CITY CLERK
DELANO CITY HALL
1015 11TH AVE.
DELANO, CA 93215

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DESERT HOT SPRINGS CITY HALL
65950 PIERSON BL.
DESERT HOT SPRINGS, CA 92240

CITY CLERK
DESERT HOT SPRINGS CITY HALL
65950 PIERSON BL.
DESERT HOT SPRINGS, CA 92240

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21660 E. COPLEY DR. #100
DIAMOND BAR, CA 91765

CITY CLERK
DIAMOND BAR CITY
21660 E. COPLEY DR., #100
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DINUBA, CA 93618

CITY CLERK
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1390 E. ELIZABETH WAY
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CITY CLERK
DOWNEY CITY HALL
11111 BROOKSHIRE AVE.
DOWNEY, CA 90241

CITY CLERK
DUARTE CITY HALL
1600 HUNTINGTON DR.
DUARTE, CA 91010

CITY ATTORNEY
DUARTE CITY HALL
1600 HUNTINGTON DR.
DUARTE, CA 91010

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EL CENTRO, CA 92243

CITY CLERK
EL CENTRO CITY HALL
1275 MAIN ST.
EL CENTRO, CA 92243

CITY ATTORNEY
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EL MONTE, CA 91734

CITY CLERK
EL MONTE CITY HALL
11333 VALLEY BLVD.
EL MONTE, CA 91734

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350 MAIN ST.
EL SEGUNTO, CA 90245

CITY CLERK
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350 MAIN ST.
EL SEGUNDO, CA 90245

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EXETER, CA 93221

CITY CLERK
EXETER CITY HALL
P. O. BOX 237
EXETER, CA 93221

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CITY CLERK
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909 W. VISALIA RD.
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FILLMORE, CA 93015

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FONTANA, CA 92335

CITY ATTORNEY
HERMOSA BEACH CITY HALL
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HERMOSA BEACH, CA 90254

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FOUNTAIN VALLEY, CA 92708

CITY CLERK
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10200 SLATER AVE.
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128 SOUTH FIFTH
FOWLER, CA 93625

CITY CLERK
FOWLER CITY
128 SOUTH FIFTH
FOWLER, CA 93625

CITY ATTORNEY
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303 W. COMMONWEALTH
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CITY CLERK
FULLERTON CITY HALL
303 W. COMMONWEALTH
FULLERTON, CA 92632

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CITY CLERK
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11300 STANFORD AVE.
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GARDENA, CA 90247

CITY CLERK
GARDENA CITY HALL
1700 W 162ND ST.
GARDENA, CA 90247

CITY ATTORNEY
GLENDALE CITY HALL
613 E. BROADWAY
GLENDALE, CA 91205

CITY CLERK
GLENDALE CITY HALL
613 E. BROADWAY
GLENDALE, CA 91205

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116 E. FOOTHILL BLVD.
GLENDORA, CA 91740

CITY CLERK
GLENDORA CITY HALL
116 E. FOOTHILL BLVD.
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CITY ATTORNEY
GRAND TERRACE CITY HALL
22795 BARTON ROAD
GRAND TERRACE, CA 92324

CITY CLERK
GRAND TERRACE CITY HALL
22795 BARTON ROAD
GRAND TERRACE, CA 92324

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GROVER BEACH CITY HALL
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GROVER BEACH, CA 93833

CITY CLERK
GROVER BEACH CITY HALL
154 SO. 8TH ST.
GROVER BEACH, CA 93833

CITY ATTORNEY
GUADALUPE CITY HALL
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GUADALUPE, CA 93434

CITY CLERK
GUADALUPE CITY HALL
918 OBISPO ST.
GUADALUPE, CA 93434

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HANFORD CITY HALL
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HANFORD, CA 93230

CITY CLERK
HANFORD CITY HALL
400 NO. DOUTY
HANFORD, CA 93230

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21815 PIONEER BLVD.
HAWAIIAN GARDENS, CA 90716

CITY CLERK
HAWAIIAN GARDENS CITY HALL
21815 PIONEER BLVD.
HAWAIIAN GARDENS, CA 90716

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CITY CLERK
HAWTHORNE CITY HALL
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HEMET CITY HALL
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CITY CLERK
HEMET CITY HALL
450 E. LATHAN AVE.
HEMET, CA 92343

CITY CLERK
HERMOSA BEACH CITY HALL
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HERMOSA BEACH, CA 90254

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300 SOUTH GRAND SUITE 1500
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HIDDEN HILLS, CA 91302

CITY CLERK
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6165 SPRING VALLEY RD.
HIDDEN HILLS, CA 91302

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26985 BASE LINE
HIGHLAND, CA 92346

CITY CLERK
HIGHLAND CITY
26985 BASE LINE
HIGHLAND, CA 92346

CITY ATTORNEY
HOLTVILLE CITY HALL
121 W. 5TH ST.
HOLTVILLE, CA 92250

CITY CLERK
HOLTVILLE CITY HALL
121 W. 5TH ST.
HOLTVILLE, CA 92250

CITY CLERK
LA CANADA FLINTRIDGE CITY HALL
1327 FOOTHILL BLVD.
LA CANADA FLINTRIDGE, CA 91011

CITY CLERK
HUNTINGTON BEACH CITY HALL
2000 MAIN ST.
HUNTINGTON BEACH, CA 92648

CITY ATTORNEY
HUNTINGTON PARK CITY HALL
6550 MILES AVE.
HUNTINGTON PARK, CA 90255

CITY CLERK
HUNTINGTON PARK CITY HALL
6550 MILES AVE.
HUNTINGTON PARK, CA 90255

CITY ATTORNEY
IMPERIAL CITY HALL
420 SO. IMPERIAL AVE.
IMPERIAL, CA 92251

CITY CLERK
IMPERIAL CITY HALL
420 SO. IMPERIAL AVE.
IMPERIAL, CA 92251

CITY ATTORNEY
INDIAN WELLS CITY HALL
44-950 EL DORADO DR.
INDIAN WELLS, CA 92210

CITY CLERK
INDIAN WELLS CITY HALL
44-950 EL DORADO DR.
INDIAN WELLS, CA 92210

CITY ATTORNEY
INDIO CITY HALL
150 CIVIC CENTER MALL
INDIO, CA 92202

CITY CLERK
INDIO CITY HALL
150 CIVIC CENTER MALL
INDIO, CA 92202

CITY ATTORNEY
INDUSTRY CITY HALL
15651 STANFORD ST.
CITY OF INDUSTRY, CA 91744

CITY CLERK
INDUSTRY CITY HALL
15651 STANFORD ST.
CITY OF INDUSTRY, CA 91744

CITY ATTORNEY
INGLEWOOD CITY HALL
1 MANCHESTER BLVD.
INGLEWOOD, CA 90301

CITY CLERK
INGLEWOOD CITY HALL
1 MANCHESTER BLVD.
INGLEWOOD, CA 90301

CITY ATTORNEY
IRVINE CITY HALL
P. O. BOX 19575
IRVINE, CA 92713

CITY CLERK
IRVINE CITY HALL
P. O. BOX 19575
IRVINE, CA 92713

CITY ATTORNEY
IRWINDALE CITY HALL
5050 NO. IRWINDALE AVE.
IRWINDALE, CA 91706

CITY CLERK
IRWINDALE CITY HALL
5050 NO. IRWINDALE AVE.
IRWINDALE, CA 91706

CITY ATTORNEY
KINGSBURG CITY HALL
1401 DRAPER ST.
KINGSBURG, CA 93631

CITY CLERK
KINGSBURG CITY HALL
1401 DRAPER ST.
KINGSBURG, CA 93631

CITY ATTORNEY
LINDSAY CITY HALL
251 E. HONOLULU ST.
LINDSAY, CA 93247

CITY CLERK
LINDSAY CITY HALL
251 E. HONOLULU ST.
LINDSAY, CA 93247

CITY ATTORNEY
LA HABRA CITY HALL
CIVIC CENTER
LA HABRA, CA 90631

CITY CLERK
LA HABRA CITY HALL
CIVIC CENTER
LA HABRA, CA 90631

CITY ATTORNEY
LA HABRA HEIGHTS CITY HALL
1245 NO. HACIENDA BLVD.
LA HABRA HEIGHTS, CA 90631

CITY CLERK
LA HABRA HEIGHTS CITY HALL
1245 NO. HACIENDA BLVD.
LA HABRA HEIGHTS, CA 90631

CITY ATTORNEY
LA MIRADA CITY HALL
13700 SO. LA MIRADA BLVD.
LA MIRADA, CA 90638

CITY CLERK
LA MIRADA CITY HALL
13700 SO. LA MIRADA BLVD.
LA MIRADA, CA 90638

CITY ATTORNEY
LA PALMA CITY HALL
7822 WALKER ST.
LA PALMA, CA 90623

CITY CLERK
LA PALMA CITY HALL
7822 WALKER ST.
LA PALMA, CA 90623

CITY ATTORNEY
LA PUENTE CITY HALL
15900 E. MAIN ST.
LA PUENTE, CA 91744

CITY CLERK
LA PUENTE CITY HALL
15900 E. MAIN ST.
LA PUENTE, CA 91744

CITY ATTORNEY
LA QUINTA CITY HALL
P. O. BOX 1504
LA QUINTA, CA 92253

CITY CLERK
LA QUINTA CITY HALL
P. O. BOX 1504
LA QUINTA, CA 92253

CITY ATTORNEY
LA VERNE CITY HALL
3660 D STREET
LA VERNE, CA 91750

CITY CLERK
LA VERNE CITY HALL
3660 D STREET
LA VERNE, CA 91750

CITY ATTORNEY
LAGUNA BEACH CITY HALL
505 FOREST AVE.
LAGUNA BEACH, CA 92651

CITY CLERK
LAGUNA BEACH CITY HALL
505 FOREST AVE.
LAGUNA BEACH, CA 92651

CITY ATTORNEY
LAGUNA NIGUEL CITY
27821 LA PAZ ROAD
LAGUNA NIGUEL, CA 92656

CITY CLERK
LAGUNA NIGUEL CITY
27821 LA PAZ ROAD
LAGUNA NIGUEL, CA 92656

CITY ATTORNEY
LAKE ELSINORE CITY HALL
130 S. MAIN ST.
LAKE ELSINORE, CA 92330

CITY CLERK
LAKE ELSINORE CITY HALL
130 S. MAIN ST.
LAKE ELSINORE, CA 92330

CITY ATTORNEY
LAKEWOOD CITY HALL
5050 CLARK AVE.
LAKEWOOD, CA 90714

CITY CLERK
LAKEWOOD CITY HALL
5050 CLARK AVE.
LAKEWOOD, CA 90714

CITY ATTORNEY
LANCASTER CITY HALL
44933 N. FERN AVE.
LANCASTER, CA 93534

CITY CLERK
LANCASTER CITY HALL
44933 N. FERN AVE.
LANCASTER, CA 93534

CITY ATTORNEY
LAWNDALE CITY
611 ANTON BL., SUITE 1400
COSTA MESA, CA 92628

CITY CLERK
LAWNDALE CITY HALL
14717 BURIN AVE.
LAWNDALE, CA 90260

CITY ATTORNEY
LEMOORE CITY HALL
119 FOX ST.
LEMOORE, CA 93245

CITY CLERK
LEMOORE CITY HALL
119 FOX ST.
LEMOORE, CA 93245

CITY ATTORNEY
MONTEBELLO CITY HALL
1600 BEVERLY BLVD.
MONTEBELLO, CA 90640

CITY CLERK
MONTEBELLO CITY HALL
1600 BEVERLY BLVD.
MONTEBELLO, CA 90640

CITY ATTORNEY
LOMA LINDA CITY
25541 BARTON RD.
LOMA LINDA, CA 92354

CITY CLERK
LOMA LINDA CITY HALL
25541 BARTON RD.
LOMA LINDA, CA 92354

CITY ATTORNEY
LOMITA CITY HALL
24300 NARBONNE AVE.
LOMITA, CA 90717

CITY CLERK
LOMITA CITY HALL
24300 NARBONNE AVE.
LOMITA, CA 90717

CITY ATTORNEY
LOMPOC CITY HALL
100 CIVIC CENTER PLAZA
LOMPOC, CA 93438

CITY CLERK
LOMPOC CITY HALL
100 CIVIC CENTER PLAZA
LOMPOC, CA 93438

CITY ATTORNEY
LONG BEACH CITY HALL
333 W. OCEAN BLVD.
LONG BEACH, CA 90802

CITY CLERK
LONG BEACH CITY HALL
333 W. OCEAN BLVD.
LONG BEACH, CA 90802

CITY ATTORNEY
LOS ALAMITOS CITY HALL
3191 KATELLA
LOS ALAMITOS, CA 90720

CITY CLERK
LOS ALAMITOS CITY HALL
3191 KATELLA
LOS ALAMITOS, CA 90720

CITY ATTORNEY
LOS ANGELES
200 NO. MAIN ST – ROOM 800.
LOS ANGELES, CA 90012

CITY CLERK
LOS ANGELES
200 NO. MAIN ST. – ROOM 800
LOS ANGELES, CA 90012

CITY ATTORNEY
LYNWOOD CITY HALL
11330 BULLIS RD.
LYNWOOD, CA 90262

CITY CLERK
LYNWOOD CITY HALL
11330 BULLIS RD.
LYNWOOD, CA 90262

CITY ATTORNEY
MANHATTAN BEACH CITY HALL
1400 HIGHLAND AVE.
MANHATTAN BEACH, CA 90266

CITY CLERK
MANHATTAN BEACH CITY HALL
1400 HIGHLAND AVE.
MANHATTAN BEACH, CA 90266

CITY ATTORNEY
MARICOPA CITY HALL
P. O. BOX 548
MARICOPA, CA 93252

CITY CLERK
MARICOPA CITY HALL
P. O. BOX 548
MARICOPA, CA 93252

CITY ATTORNEY
MAYWOOD CITY HALL
4319 E. SLAUSON AVE.
MAYWOOD, CA 90270

CITY CLERK
MAYWOOD CITY HALL
4319 E. SLAUSON AVE.
MAYWOOD, CA 90270

CITY ATTORNEY
MCFARLAND CITY HALL
401 W. KERN
MCFARLAND, CA 93250

CITY CLERK
MCFARLAND CITY HALL
401 W. KERN
MCFARLAND, CA 93250

CITY ATTORNEY
MISSION VIEJO CITY
200 CIVIC CENTER
MISSION VIEJO, CA 92691-5519

CITY CLERK
MISSION VIEJO CITY
200 CIVIC CENTER
MISSION VIEJO, CA 92691-5519

CITY ATTORNEY
MONROVIA CITY HALL
415 SO. IVY AVE.
MONROVIA, CA 91016

CITY CLERK
MONROVIA CITY HALL
415 SO. IVY AVE.
MONROVIA, CA 91016

CITY ATTORNEY
MONTCLAIR CITY HALL
5111 BENITO ST.
MONTCLAIR, CA 91763

CITY CLERK
MONTCLAIR CITY HALL
5111 BENITO ST.
MONTCLAIR, CA 91763

CITY ATTORNEY
PALM DESERT CITY HALL
73510 FRED WARING DR.
PALM DESERT, CA 92260

CITY CLERK
PALM DESERT CITY HALL
73510 FRED WARING DR.
PALM DESERT, CA 92260

CITY ATTORNEY
MONTEREY PARK CITY HALL
320 W. NEWMARK AVE.
MONTEREY PARK, CA 91754

CITY CLERK
MONTEREY PARK CITY HALL
320 W. NEWMARK AVE.
MONTEREY PARK, CA 91754

CITY ATTORNEY
MOORPARK CITY HALL
799 MOORPARK AVE.
MOORPARK, CA 93021

CITY CLERK
MOORPARK CITY HALL
799 MOORPARK AVE.
MOORPARK, CA 93021

CITY ATTORNEY
MORENO VALLEY CITY HALL
P. O. BOX 1440
MORENO VALLEY, CA 92556

CITY CLERK
MORENO VALLEY CITY HALL
P. O. BOX 1440
MORENO VALLEY, CA 92556

CITY ATTORNEY
MORRO BAY CITY HALL
DUNES ST. & SHASTA AVE.
MORRO BAY, CA 93442

CITY CLERK
MORRO BAY CITY HALL
DUNES ST. & SHASTA AVE.
MORRO BAY, CA 93442

CITY ATTORNEY – CITY HALL
ONE TOWNE SQUARE
24601 JEFFERSON AVE
MURRIETA, CA 92562

CITY CLERK – CITY HALL
ONE TOWNE SQUARE
24601 JEFFERSON AVE
MURRIETA, CA 92562

CITY ATTORNEY
FRESNO CITY HALL
2600 FRESNO ST., 2ND FLOOR
FRESNO, CA 93721

CITY CLERK
FRESNO CITY HALL
2600 FRESNO ST., 2ND FLOOR
FRESNO, CA 93721

CITY ATTORNEY
NEWPORT BEACH CITY HALL
3300 NEWPORT BLVD.
NEWPORT BEACH, CA 92660

CITY CLERK
NEWPORT BEACH CITY HALL
3300 NEWPORT BLVD.
NEWPORT BEACH, CA 92660

CITY ATTORNEY
NORCO CITY HALL
2870 CLARK AVE.
NORCO, CA 92860

CITY CLERK
NORCO CITY HALL
2870 CLARK AVE.
NORCO, CA 92860

CITY ATTORNEY
NORWALK CITY HALL
12700 NORWALK BLVD.
NORWALK, CA 90650

CITY CLERK
NORWALK CITY HALL
12700 NORWALK BLVD.
NORWALK, CA 90650

CITY ATTORNEY
OJAI CITY HALL
401 SO. VENTURA ST.
OJAI, CA 93023

CITY CLERK
OJAI CITY HALL
401 SO. VENTURA ST.
OJAI, CA 93023

CITY ATTORNEY
ONTARIO CITY HALL
303 "B" ST.
ONTARIO, CA 91764

CITY CLERK
ONTARIO CITY HALL
303 "B" ST.
ONTARIO, CA 91764

CITY ATTORNEY
ORANGE CITY HALL
300 E. CHAPMAN AVE.
ORANGE, CA 92666

CITY CLERK
ORANGE CITY HALL
300 E. CHAPMAN AVE.
ORANGE, CA 92666

CITY ATTORNEY
ORANGE COVE CITY HALL
633 SIXTH ST.
ORANGE COVE, CA 93646

CITY CLERK
ORANGE COVE CITY HALL
633 SIXTH ST.
ORANGE COVE, CA 93646

CITY ATTORNEY
OXNARD CITY HALL
305 W. THIRD ST.
OXNARD, CA 93030

CITY CLERK
OXNARD CITY HALL
305 W. THIRD ST.
OXNARD, CA 93030

CITY ATTORNEY
RANCHO CUCAMONGA CITY HALL
P. O. Box 807
RANCHO CUCAMONGA, CA 91729

CITY CLERK
RANCHO CUCAMONGA CITY HALL
P. O. Box 807
RANCHO CUCAMONGA, CA 91729

CITY ATTORNEY
PALM SPRINGS CITY HALL
P. O. BOX 2743
PALM SPRINGS, CA 92263

CITY CLERK
PALM SPRINGS CITY HALL
P. O. BOX 2743
PALM SPRINGS, CA 92263

CITY ATTORNEY
PALMDALE CITY HALL
708 EAST PALMDALE BLVD.
PALMDALE, CA 93550

CITY CLERK
PALMDALE CITY HALL
708 EAST PALMDALE BLVD.
PALMDALE, CA 93550

CITY CLERK
PALOS VERDES ESTATES
340 PALOS VERDES DRIVE W.
PALOS VERDES ESTATES, CA 90274

CITY ATTORNEY
PALOS VERDES ESTATES
30940 HAWTHORNE BLVD.
RANCHO PALOS VERDES, CA
90275

CITY ATTORNEY
PARAMOUNT CITY HALL
16400 SO. COLORADO ST.
PARAMOUNT, CA 90274

CITY CLERK
PARAMOUNT CITY HALL
16400 SO. COLORADO ST.
PARAMOUNT, CA 90274

CITY ATTORNEY
PARLIER CITY HALL
1100 E. PARLIER AVE.
PARLIER, CA 93648

CITY CLERK
PARLIER CITY HALL
1100 E. PARLIER AVE.
PARLIER, CA 93648

CITY ATTORNEY
PASADENA CITY HALL
100 NO. GARFIELD AVE.
PASADENA, CA 91109

CITY CLERK
PASADENA CITY HALL
100 NO. GARFIELD AVE.
PASADENA, CA 91109

CITY ATTORNEY
PASO ROBLES CITY HALL
801 4TH ST.
PASO ROBLES, CA 93446

CITY CLERK
PASO ROBLES CITY HALL
801 4TH ST.
PASO ROBLES, CA 93446

CITY ATTORNEY
PERRIS CITY HALL
101 NO. "D" ST.
PERRIS, CA 92370

CITY CLERK
PERRIS CITY HALL
101 NO. "D" ST.
PERRIS, CA 92370

CITY ATTORNEY
PICO RIVERA CITY HALL
6615 PASSONS BLVD.
PICO RIVERA, CA 90660

CITY CLERK
PICO RIVERA CITY HALL
6615 PASSONS
PICO RIVERA, CA 90660

CITY ATTORNEY
PISMO BEACH CITY HALL
1000 BELLO ST.
PISMO BEACH, CA 93449

CITY CLERK
PISMO BEACH CITY HALL
1000 BELLO ST.
PISMO BEACH, CA 93449

CITY ATTORNEY
PLACENTIA CITY HALL
401 E. CHAPMAN AVE.
PLACENTIA, CA 92670

CITY CLERK
PLACENTIA CITY HALL
401 E. CHAPMAN AVE
PLACENTIA, CA 92670.

CITY ATTORNEY
POMONA CITY HALL
505 SO. GAREY
POMONA, CA 91769

CITY CLERK
POMONA CITY HALL
505 SO. GAREY
POMONA, CA 91769

CITY ATTORNEY
PORT HUENEME CITY HALL
250 NO. VENTURA RD.
PORT HUENEME, CA 93041

CITY CLERK
PORT HUENEME CITY HALL
250 NO. VENTURA RD.
PORT HUENEME, CA 93041

CITY ATTORNEY
PORTERVILLE CITY HALL
291 NO. MAIN ST.
PORTERVILLE, CA 93257

CITY CLERK
PORTERVILLE CITY HALL
291 NO. MAIN ST.
PORTERVILLE, CA 93257

CITY ATTORNEY
SAN GABRIEL CITY HALL
532 WEST MISSION DR.
SAN GABRIEL, CA 91778

CITY CLERK
SAN GABRIEL CITY HALL
532 WEST MISSION DR.
SAN GABRIEL, CA 91778

CITY ATTORNEY
RANCHO MIRAGE CITY HALL
69-825 HIGHWAY 111
RANCHO MIRAGE, CA 92270

CITY CLERK
RANCHO MIRAGE CITY HALL
69-825 HIGHWAY 111
RANCHO MIRAGE, CA 92270

CITY CLERK
RANCHO PALOS VERDES
30940 HAWTHORNE BLVD.
RANCHO PALOS VERDES, CA
90275

CITY ATTORNEY
RANCHO PALOS VERDES
30940 HAWTHORNE BLVD.
RANCHO PALOS VERDES, CA 90275

CITY ATTORNEY
REDLANDS CITY HALL
P. O. BOX 280
REDLANDS, CA 92373

CITY CLERK
REDLANDS CITY HALL
P. O. BOX 280
REDLANDS, CA 92373

CITY ATTORNEY
REDONDO BEACH CITY HALL
415 DIAMOND ST.
REDONDO BEACH, CA 90277

CITY CLERK
REDONDO BEACH CITY HALL
415 DIAMOND ST.
REDONDO BEACH, CA 90277

CITY ATTORNEY
REEDLEY CITY HALL
845 "G" ST.
REEDLEY, CA 93654

CITY CLERK
REEDLEY CITY HALL
845 "G" ST.
REEDLEY, CA 93654

CITY ATTORNEY
RIALTO CITY HALL
150 SO. PALM AVE.
RIALTO, CA 92376

CITY CLERK
RIALTO CITY HALL
150 SO. PALM AVE.
RIALTO, CA 92376

CITY ATTORNEY
RIVERSIDE CITY HALL
3900 MAIN ST.
RIVERSIDE, CA 92522

CITY CLERK
RIVERSIDE CITY HALL
3900 MAIN ST.
RIVERSIDE, CA 92522

CITY ATTORNEY
ROLLING HILLS CITY HALL
#2 PORTUGUESE BEND RD.
ROLLING HILLS, CA 90274

CITY CLERK
ROLLING HILLS CITY HALL
#2 PORTUGUESE BEND RD.
ROLLING HILLS, CA 90274

CITY ATTORNEY
ROLLING HILLS ESTS. CITY HALL
4045 PALOS VERDES DR.
ROLLING HILLS ESTS., CA 90274

CITY CLERK
ROLLING HILLS ESTS. CITY HALL
4045 PALOS VERDES DR.
ROLLING HILLS ESTS., CA 90274

CITY ATTORNEY
ROSEMEAD CITY HALL
8838 E. VALLEY BLVD.
ROSEMEAD, CA 91770

CITY CLERK
ROSEMEAD CITY HALL
8838 E. VALLEY BLVD.
ROSEMEAD, CA 91770

CITY CLERK
SAN BERNARDINO CITY HALL
300 NO. "D" STREET
SAN BERNARDINO, CA 92418

CITY ATTORNEY
SAN BERNARDINO CITY HALL
300 NO. "D" STREET
SAN BERNARDINO, CA 92418

CITY ATTORNEY
SAN CLEMENTE CITY HALL
100 AVENIDA PRESIDIO
SAN CLEMENTE, CA 92672

CITY CLERK
SAN CLEMENTE CITY HALL
100 AVENIDA PRESIDIO
SAN CLEMENTE, CA 92672

CITY ATTORNEY
SAN DIMAS CITY HALL
245 E. BONITA AVE.
SAN DIMAS, CA 91773

CITY CLERK
SAN DIMAS CITY HALL
245 E. BONITA AVE.
SAN DIMAS, CA 91773

CITY ATTORNEY
SAN FERNANDO CITY HALL
117 MACNEIL ST.
SAN FERNANDO, CA 91340

CITY CLERK
SAN FERNANDO CITY HALL
117 MACNEIL ST.
SAN FERNANDO, CA 91340

CITY ATTORNEY
SHAFTER CITY HALL
336 PACIFIC AVE.
SHAFTER, CA 93263

CITY CLERK
SHAFTER CITY HALL
336 PACIFIC AVE.
SHAFTER, CA 93263

CITY ATTORNEY
SAN JACINTO CITY HALL
595 S. SAN JACINTO
SAN JACINTO, CA 92383

CITY CLERK
SAN JACINTO CITY HALL
595 S. SAN JACINTO
SAN JACINTO, CA 92383

CITY ATTORNEY
SAN JUAN CAPISTRANO CITY HALL
32400 PASEO ADELANTO
SAN JUAN CAPISTRANO, CA 92675

CITY CLERK
SAN JUAN CAPISTRANO CITY HALL
32400 PASEO ADELANTO
SAN JUAN CAPISTRANO, CA 92675

CITY ATTORNEY
SAN LUIS OBISPO CITY HALL
990 PALM STREET
SAN LUIS OBISPO, CA 93401

CITY CLERK
SAN LUIS OBISPO CITY HALL
990 PALM ST.
SAN LUIS OBISPO, CA 93401

CITY ATTORNEY
SAN MARINO CITY HALL
2200 HUNTINGTON DR.
SAN MARINO, CA 91108

CITY CLERK
SAN MARINO CITY HALL
2200 HUNTINGTON DR.
SAN MARINO, CA 91108

CITY ATTORNEY
SANGER CITY
1700 7TH STREET
SANGER, CA 93657

CITY CLERK
SANGER CITY
1700 7TH STREET
SANGER, CA 93657

CITY ATTORNEY
SANTA ANA CITY HALL
22 CIVIC CENTER PLAZA
SANTA ANA, CA 92701

CITY CLERK
SANTA ANA CITY HALL
22 CIVIC CENTER PLAZA
SANTA ANA, CA 92701

CITY ATTORNEY
SANTA BARBARA CITY HALL
DE LA GUERRA PLAZA
SANTA BARBARA, CA 93102

CITY CLERK
SANTA BARBARA CITY HALL
DE LA GUERRA PLAZA
SANTA BARBARA, CA 93102

CITY ATTORNEY
SANTA CLARITA CITY
23920 VALENCIA BLVD., #300
SANTA CLARITA, CA 91355

CITY CLERK
SANTA CLARITA CITY
23920 VALENCIA BLVD., #300
SANTA CLARITA, CA 91355

CITY ATTORNEY
SANTA FE SPRINGS CITY HALL
11710 TELEGRAPH RD.
SANTA FE SPRINGS, CA 90670

CITY CLERK
SANTA FE SPRINGS CITY HALL
11710 TELEGRAPH RD.
SANTA FE SPRINGS, CA 90670

CITY ATTORNEY
SANTA MARIA CITY HALL
110 EAST COOK ST.
SANTA MARIA, CA 93454

CITY CLERK
SANTA MARIA CITY HALL
110 EAST COOK ST.
SANTA MARIA, CA 93454

CITY ATTORNEY
SANTA MONICA CITY HALL
1685 MAIN ST.
SANTA MONICA, CA 90401

CITY CLERK
SANTA MONICA CITY HALL
1685 MAIN ST.
SANTA MONICA, CA 90401

CITY ATTORNEY
SANTA PAULA CITY HALL
970 VENTURA ST.
SANTA PAULA, CA 93060

CITY CLERK
SANTA PAULA CITY HALL
970 VENTURA ST.
SANTA PAULA, CA 93060

CITY ATTORNEY
SEAL BEACH CITY HALL
211 8TH ST.
SEAL BEACH, CA 90740

CITY CLERK
SEAL BEACH CITY HALL
211 8TH ST.
SEAL BEACH, CA 90740

CITY ATTORNEY
SELMA CITY HALL
1814 TUCKER ST.
SELMA, CA 93662

CITY CLERK
SELMA CITY HALL
1814 TUCKER ST.
SELMA, CA 93662

CITY ATTORNEY
TULARE CITY
411 E. KERN AVE.
TULARE, CA 93274

CITY CLERK
TULARE CITY
411 E. KERN AVE.
TULARE, CA 93274

CITY ATTORNEY
SIERRA MADRE CITY HALL
232 W. SIERRA MADRE BLVD.
SIERRA MADRE, CA 91024

CITY CLERK
SIERRA MADRE CITY HALL
232 W. SIERRA MADRE BLVD.
SIERRA MADRE, CA 91024

CITY ATTORNEY
SIGNAL HILL CITY HALL
2175 CHERRY AVE.
SIGNAL HILL, CA 90806

CITY CLERK
SIGNAL HILL CITY HALL
2175 CHERRY AVE.
SIGNAL HILL, CA 90806

CITY ATTORNEY
SIMI VALLEY CITY HALL
2929 TAPO CANYON RD.
SIMI VALLEY, CA 93065

CITY CLERK
SIMI VALLEY CITY HALL
2929 TAPO CANYON RD.
SIMI VALLEY, CA 93065

CITY ATTORNEY
SOLVANG CITY HALL
1644 OAK STREET
SOLVANG, CA 93463

CITY CLERK
SOLVANG CITY HALL
1644 OAK STREET
SOLVANG, CA 93463

CITY ATTORNEY
SOUTH EL MONTE CITY HALL
1415 SANTA ANITA DR.
SOUTH EL MONTE, CA 91733

CITY CLERK
SOUTH EL MONTE CITY HALL
1415 SANTA ANITA DR.
SOUTH EL MONTE, CA 91733

CITY ATTORNEY
SOUTH GATE CITY HALL
8650 CALIFORNIA AVE.
SOUTH GATE, CA 90280

CITY CLERK
SOUTH GATE CITY HALL
8650 CALIFORNIA AVE.
SOUTH GATE, CA 90280

CITY ATTORNEY
SOUTH PASADENA CITY HALL
1414 MISSION STREET
SOUTH PASADENA, CA 91030

CITY CLERK
SOUTH PASADENA CITY HALL
1414 MISSION STREET
SOUTH PASADENA, CA 91030

CITY ATTORNEY
STANTON CITY HALL
7800 KATELLA ST.
STANTON, CA 90680

CITY CLERK
STANTON CITY HALL
7800 KATELLA ST.
STANTON, CA 90680

CITY ATTORNEY
TAFT CITY HALL
209 E. KERN ST.
TAFT, CA 93268

CITY CLERK
TAFT CITY HALL
209 E. KERN ST.
TAFT, CA 93268

CITY ATTORNEY
TEHACHAPI CITY HALL
115 SO. ROBINSON ST
TEHACHAPI, CA 93561

CITY CLERK
TEHACHAPI CITY HALL
115 SO. ROBINSON ST
TEHACHAPI, CA 93561

CITY ATTORNEY
TEMECULA CITY
P. O. BOX 9033
TEMECULA, CA 92589-9033

CITY CLERK
TEMECULA CITY
P. O. BOX 9033
TEMECULA, CA 92589-9033

CITY ATTORNEY
TEMPLE CITY CITY HALL
9701 LAS TUNAS
TEMPLE CITY, CA 91780

CITY CLERK
TEMPLE CITY CITY HALL
9701 LAS TUNAS
TEMPLE CITY, CA 91780

CITY ATTORNEY
THOUSAND OAKS CITY HALL
2100 E. THOUSAND OAKS BLVD.
THOUSAND OAKS, CA 91362

CITY CLERK
THOUSAND OAKS CITY HALL
2100 E. THOUSAND OAKS BLVD.
THOUSAND OAKS, CA 91362

CITY ATTORNEY
TORRANCE CITY HALL
3031 TORRANCE BLVD.
TORRANCE, CA 90503

CITY CLERK
TORRANCE CITY HALL
3031 TORRANCE BLVD.
TORRANCE, CA 90503

CITY ATTORNEY
WOODLAKE CITY HALL
350 NO. VALENCIA BLVD.
WOODLAKE, CA 93286

CITY CLERK
WHITTIER CITY HALL
13230 PENN ST.
WHITTIER, CA 96062

CITY ATTORNEY
TUSTIN CITY HALL
300 CENTENNIAL WAY
TUSTIN, CA 92680

CITY CLERK
TUSTIN CITY HALL
300 CENTENNIAL WAY
TUSTIN, CA 92680

CITY ATTORNEY
UPLAND CITY HALL
460 NO. EUCLID AVE.
UPLAND, CA 91786

CITY CLERK
UPLAND CITY HALL
460 NO. EUCLID AVE.
UPLAND, CA 91786

CITY ATTORNEY
VENTURA CITY HALL
P. O. BOX 99
VENTURA, CA 93002

CITY CLERK
VENTURA CITY HALL
P. O. BOX 99
VENTURA, CA 93002

CITY ATTORNEY
VERNON CITY HALL
4305 SANTA FE AVE.
VERNON, CA 90058

CITY CLERK
VERNON CITY HALL
4305 SANTA FE AVE.
VERNON, CA 90058

CITY CLERK
CITY OF ALISO VIEJO
12 JOURNEY, SUITE 100
ALISO VIEJO, CA 92656

CITY ATTORNEY
WHITTIER CITY HALL
13230 PENN ST.
WHITTIER, CA 96062

CITY ATTORNEY
VILLA PARK CITY HALL
17855 SANTIAGO BLVD.
VILLA PARK, CA 92667

CITY CLERK
VILLA PARK CITY HALL
17855 SANTIAGO BLVD.
VILLA PARK, CA 92667

CITY ATTORNEY
VISALIA CITY HALL
707 W. ACEQUIA ST.
VISALIA, CA 93291

CITY CLERK
VISALIA CITY HALL
707 W. ACEQUIA ST.
VISALIA, CA 93291

CITY ATTORNEY
WALNUT CITY HALL
21201 LA PUENTE RD.
WALNUT, CA 91789

CITY CLERK
WALNUT CITY HALL
21201 LA PUENTE RD.
WALNUT, CA 91789

CITY ATTORNEY
WASCO CITY HALL
746 8th STREET
WASCO, CA 93280

CITY CLERK
WASCO CITY HALL
746 8th STREET
WASCO, CA 93280

CITY ATTORNEY
WEST COVINA CITY HALL
1444 W. GARVEY AVE.
WEST COVINA, CA 91790

CITY CLERK
WEST COVINA CITY HALL
1444 W. GARVEY AVE.
WEST COVINA, CA 91790

CITY ATTORNEY
WEST HOLLYWOOD CITY HALL
8611 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA 90069

CITY CLERK
WEST HOLLYWOOD CITY HALL
8611 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA 90069

CITY ATTORNEY
WESTLAKE VILLAGE CITY HALL
31200 OAK CREST DRIVE
WEST LAKE VILLAGE, CA 91361

CITY CLERK
WESTLAKE VILLAGE CITY HALL
31200 OAK CREST DRIVE
WEST LAKE VILLAGE, CA 91361

CITY ATTORNEY
WESTMINSTER CITY HALL
8200 WESTMINSTER AVE.
WESTMINSTER, CA 92683

CITY CLERK
WESTMINSTER CITY HALL
8200 WESTMINSTER AVE.
WESTMINSTER, CA 92683

CITY ATTORNEY
WESTMORLAND CITY HALL
355 SO. CENTER ST.
WESTMORLAND, CA 92281

CITY CLERK
WESTMORLAND CITY HALL
355 SO. CENTER ST.
WESTMORLAND, CA 92281

CITY CLERK
YUCCA VALLEY CITY HALL
57090 29 PALMS HIGHWAY
YUCCA VALLEY, CA 92284

CITY ATTORNEY
YUCCA VALLEY CITY HALL
57090 29 PALMS HIGHWAY
YUCCA VALLEY, CA 92284

CITY CLERK
TWENTYNINE PALMS CITY HALL
6136 ADOBE ROAD
TWENTYNINE PALMS, CA 92760

CITY CLERK
WOODLAKE CITY HALL
350 NO. VALENCIA BLVD.
WOODLAKE, CA 93286

CITY CLERK
YORBA LINDA CITY HALL
P. O. BOX 87014
YORBA LINDA, CA 92685

CITY ATTORNEY
YORBA LINDA
P.O. BOX 87014
YORBA LINDA, CA 92885

CITY ATTORNEY
YUCAIPA CITY
34272 YUCAIPA BLVD.
YUCAIPA, CA 92399

CITY CLERK
YUCAIPA CITY
34272 YUCAIPA BLVD.
YUCAIPA, CA 92399

CITY ATTORNEY
BUELLTON CITY HALL
P.O. BOX 1819
BUELLTON, CA 93427

CITY CLERK
BUELLTON CITY HALL
P.O. BOX 1819
BUELLTON, CA 93427

CITY ATTORNEY
CALABASAS CITY HALL
100 CIVIC CENTER WAY
CALABASAS, CA 91302

CITY CLERK
CALABASAS CITY HALL
100 CIVIC CENTER WAY
CALABASAS, CA 91302

CITY ATTORNEY
CALIMESA CITY HALL
908 PARK AVENUE
CALIMESA, CA 92320

CITY CLERK
CALIMESA CITY HALL
908 PARK AVENUE
CALIMESA, CA 92320

CITY ATTORNEY
CHINO HILLS CITY HALL
2001 GRAND AVENUE
CHINO HILLS, CA 91709-4869

CITY CLERK
CHINO HILLS CITY HALL
2001 GRAND AVENUE
CHINO HILLS, CA 91709-4869

CITY ATTORNEY
LAGUNA HILLS CITY HALL
24035 EL TORO RD.
LAGUNA HILLS, CA 92653

CITY CLERK
LAGUNA HILLS CITY HALL
24035 EL TORO RD.
LAGUNA HILLS, CA 92653

CITY ATTORNEY
LAGUNA WOODS CITY HALL
24035 EL TORO RD.
LAGUNA HILLS, CA 92653-3488

CITY CLERK
LAGUNA WOODS CITY HALL
24264 EL TORO RD
LAGUNA WOODS, CA 92653-3488

CITY CLERK
LAKE FOREST CITY HALL
25550 COMMERCE CENTRE DR., #100
LAKE FOREST, CA 92630

CITY CLERK
LAKE FOREST CITY HALL
25550 COMMERCE CENTRE DR., #100
LAKE FOREST, CA 92630

CITY ATTORNEY
MALIBU CITY HALL
23815 STUART RANCH RD
MALIBU, CA 90265

CITY CLERK
MALIBU CITY HALL
23815 STUART RANCH ROAD
MALIBU, CA 90265

CITY ATTORNEY
TWENTYNINE PALMS CITY HALL
6136 ADOBE ROAD
TWENTYNINE PALMS, CA 92760

APPENDIX A

Proposed Tariff

Schedule No. GO-DERS
DISTRIBUTED ENERGY RESOURCES SERVICES

Sheet 1

APPLICABILITY

Applicable to Applicants requesting Distributed Energy Resources (DER) Services located on the Premises. DER Services under this Schedule is conditioned upon arrangements mutually satisfactory to Applicant and Utility for design, location, construction, and operation of required DER Facilities.

Service under this Schedule is optional, subject to the terms and conditions set forth herein.

TERRITORY

Applicable throughout Utility's service territory.

GENERAL

1. **APPLICANT REQUIREMENTS.** Applicant shall provide Utility with electric, and/or heat, and/or cooling loads, and/or any other Applicant energy requirements for Utility to determine through a Feasibility Analysis the appropriate level of DER Services required.
2. **DESIGN.** Utility will be responsible for planning, designing, procuring, installing, constructing, and engineering the DER Facilities using Utility's specifications for design, materials, and construction.
3. **OWNERSHIP.** DER Facilities installed under the provisions of this Schedule shall be owned, operated, and maintained by Utility and/or its contractors or agents. Applicant shall own, operate, and maintain any and all equipment and facilities downstream of the DER Point of Service Delivery for the energy outputs provided by the DER Facility, and have the legal rights to and ownership of the energy outputs provided by the DER Facility and the full power and authority to perform all obligations under the Agreement, including those obligations related to the DER Facilities and Premises.
4. **PLACEMENT OF DER FACILITIES AND RIGHTS-OF-WAY.** Applicant shall provide an appropriate location and Protective Structures for the safe and secure placement and operation of DER Facilities as required by Utility. Applicant shall provide rights-of-way, leases and/or easements as required by Utility, for Utility to install, operate and maintain DER Facilities on Premises to serve Applicant.
5. **ACCESS TO PREMISES.** Whether or not pursuant to rights-of-way, Utility, including its employees, contractors and agents, shall have at all times the right to enter and leave Premises for any purpose connected with the furnishing of DER Services or other gas services including, but not limited to, construction, operations, maintenance, and necessary deliveries on and off-site, and the exercise of any and all rights secured to it by law, or under Utility's tariff schedules. These rights include, but are not limited to:

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. EXEMPLARY
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

Schedule No. GO-DERS
DISTRIBUTED ENERGY RESOURCES SERVICES

Sheet 2

(Continued)

GENERAL (Continued)

5. ACCESS TO PREMISES (Continued)

- a. The use of a Utility-approved locking device to prevent unauthorized access to DER Facilities and any other of Utility's facilities;
- b. Safe and ready access for Utility personnel and/or its contractors or agents;
- c. Unobstructed ready access for Utility's vehicles and equipment to install, remove, repair, or maintain DER Facilities and any other of Utility's facilities; and
- d. Removal of any and all of DER Facilities or any other of Utility and/or its contractors or agents' facilities installed on or below Premises after the termination of DER Services.

6. SERVICE CONNECTIONS. Only personnel duly authorized by Utility are allowed to connect or disconnect DER Facilities, remove DER Facilities, or perform any work upon DER Facilities or Utility-owned existing facilities.

7. APPLICANT'S RESPONSIBILITIES. In accordance with Utility's design, specifications, and requirements for the installation, maintenance and operation of DER Facilities, Applicant shall have the following responsibilities:

- a. Applicant shall be solely responsible for electric and natural gas service and all electric and natural gas bills and electric and natural gas costs, including electricity and natural gas to run DER Facilities, during construction and operating periods and all other required utility services.
- b. Applicant or Applicant's designee shall be solely responsible for owning the energy outputs of the DER Facility.
- c. Applicant shall be solely responsible, at Applicant's own liability, risk and expense, to provide fuel to the DER Receipt Point. Applicant's facilities shall conform to industry standards and applicable laws, codes, and ordinances of all governmental authorities having jurisdiction, including any applicable environmental laws.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. EXEMPLARY
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

Schedule No. GO-DERS
DISTRIBUTED ENERGY RESOURCES SERVICES

Sheet 3

(Continued)

GENERAL (Continued)

7. APPLICANT'S RESPONSIBILITIES (Continued)

- d. Applicant shall make arrangements to stop deliveries of fuel and shut down the operation of any existing equipment as needed by Utility including, but not limited to, the following: to tie into existing gas piping, to tie into the electrical system to provide power to the DER Facilities, to tie into the existing grounding system, to tie into existing control/emergency systems, and as necessary during the DER Facilities startup, commissioning and throughout the term of the Agreement for scheduled and un-scheduled maintenance.
- e. Applicant (i) shall limit access and take all necessary steps to prevent DER Facilities from being damaged or destroyed, (ii) shall not interfere with Utility's ongoing operation of DER Facilities, and (iii) shall provide adequate notice to Utility through Utility's representative identified in the Agreement prior to any inspection of DER Facilities by regulatory agencies.
- f. Utility shall incur no liability whatsoever, for any damage, loss, or injury occasioned by or resulting from:
 - i. The selection, installation, operation, maintenance or condition of Applicant's facilities or equipment; or
 - ii. The negligence, omission of proper shut-off valves or other protective and safety devices, want of proper care, or wrongful act of Applicant, or any agents, employees, or licensees of Applicant, on the part of Applicant installing, maintaining, using, operating, or interfering with its own pipes, fittings, valves, regulators, appliances, fixtures, or apparatus.
- g. Applicant shall meet on an on-going basis the Creditworthiness Requirements and maintain all required amounts and categories of insurance.
- h. Applicant shall indemnify, defend and hold harmless Utility and its authorized officers, employees, and agents from any and all claims, actions, losses, damages and/or liability of every kind and nature in any way connected with or resulting from the violation or non-compliance with any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Premises, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or nonhazardous, removed from the ground as

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. EXEMPLARY
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

Schedule No. GO-DERS
DISTRIBUTED ENERGY RESOURCES SERVICES

Sheet 4

(Continued)

GENERAL (Continued)

7. APPLICANT'S RESPONSIBILITIES (Continued)

h. (Continued)

a result of the DER Services or DER Facilities ("Pre-Existing Environmental Liability"), including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs. As between Applicant and Utility, Applicant agrees to accept full responsibility for, and bear all costs associated with, Pre-Existing Environmental Liability. Applicant agrees that Utility may stop work, terminate DER Services, redesign the DER Facilities for a different location or take other action reasonably necessary to install the DER Facilities without incurring any Pre-Existing Environmental Liability.

- i. Applicant shall be responsible for the additional costs required to modify or maintain DER Facilities or to provide DER Services due to any changes in Applicant's requirements or operating conditions or damage to DER Facilities due to Applicant's negligence or willful misconduct after DER Facilities' commissioning.

8. UTILITY RESPONSIBILITIES

- a. Utility and/or its contractors or agents will be responsible for the planning, design, procurement, installation, construction, ownership, maintenance, and operation of DER Facilities and equipment from the DER Receipt Point for the fuel through the DER Point of Service Delivery for the energy outputs consistent with the terms of the Agreement.
- b. Utility shall be responsible for applying for any necessary permits to construct and operate the DER Facilities, however, Applicant shall be responsible, at its own cost and expense without any dollar contribution or reimbursement from Utility, for any modification(s) to Premises required by any permit.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. EXEMPLARY
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

Schedule No. GO-DERS
DISTRIBUTED ENERGY RESOURCES SERVICES

Sheet 5

(Continued)

GENERAL (Continued)

8. UTILITY RESPONSIBILITIES (Continued)

- c. Utility and/or its contractors or agents shall be responsible for the operation of the DER Facilities and shall perform all preventative maintenance, including regular inspections, on DER Facilities consistent with the manufacturer's recommendations and regulatory requirements.
- d. Utility and/or its contractors or agents shall be responsible to remove DER Facilities at the end of the term of the Agreement or any extensions thereof, and Applicant shall allow Utility a sufficient amount of time to complete removal of DER Facilities.

RATES

Utility and Applicant will negotiate a rate based on Applicant's unique circumstances ("Services Fee"). The Services Fee shall be set forth in the Agreement and shall, unless otherwise specified in the Agreement, be billed in monthly installments over the term of the Agreement.

SPECIAL CONDITIONS

1. The definitions of principal or capitalized terms used in this schedule are found either herein, in the Agreement, or in Rule No. 01, Definitions.
2. Service may be denied, suspended or discontinued for nonpayment, unsafe apparatus, or other reasons in accordance with Rule No. 09, Discontinuance of Service.
3. Any disputed bill will be treated in accordance with Rule No. 11, Disputed Bills.
4. As a condition precedent to service under this schedule, a fully executed Agreement generally in the form of the Distributed Energy Resources Agreement is required. All contracts, rates and conditions are subject to revision and modification as a result of Commission order.
5. Utility may file in the public records, including real estate records, such instruments as may be appropriate or desirable (such as UCC financing statements and fixture filings) to put others on notice of Utility's ownership of the DER Facilities.
6. Applicant may request changes to DER Services or DER Facilities as a result of changes to Applicant's requirements at any time during the term of the Agreement, however, Utility has sole discretion whether to make any changes to DER Services or DER Facilities, and Applicant shall be responsible for the full costs related to the resulting changes in DER Services or DER Facilities.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. EXEMPLARY
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

(Continued)

DEFINITIONS

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In the event that Utility determines that Applicant qualifies for unsecured credit, security may be required at a future date if Utility determines that a material change has occurred, or becomes aware of a material change in Applicant's financial position, or if the provisions of this Rule are changed.

(Continued)

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____

EFFECTIVE _____

RESOLUTION NO. _____

Schedule No. GO-DERS
DISTRIBUTED ENERGY RESOURCES SERVICES

Sheet 7

(Continued)

DEFINITIONS (Continued)

2. CREDITWORTHINESS REQUIREMENTS (Continued)

Applicant may submit a security deposit in lieu of the creditworthiness evaluation to qualify for DER Services. The security deposit is due at Agreement execution and will secure Applicant's obligations during both the construction period and the service period. The security deposit may be in the form of (a) cash, (b) an irrevocable and automatic annually renewing standby letter of credit in form, substance and amount reasonably acceptable to Utility and issued by a major financial institution within the United States, acceptable to Utility, or (c) renewable surety bond(s) in a form reasonably acceptable to Utility and issued by a major insurance company within the United States, acceptable to Utility.

Applicant may be required to reestablish credit if in the reasonable determination of Utility, the conditions under which credit was originally established have changed, or if in the opinion of Utility a condition of high risk exists.

In the event Utility determines that a financial change has or could adversely affect the creditworthiness of Applicant, or if Applicant does not provide the requested financial information, Utility may terminate Applicant's participation in the program with the sum of the remaining payments due immediately.

At the time of termination, if Applicant has not paid Utility billings, any security held on Applicant's accounts shall be applied to recoup unpaid bills. In addition, if Applicant is terminated and/or declares bankruptcy, Applicant will be liable to Utility for any and all costs, expenses, and attorney's fees incurred by Utility as a result of such termination or bankruptcy. Payment by Applicant of all such costs, expenses and attorney's fees will be a condition of re-entry into, or continuation of, DER Services.

3. DER FACILITIES. Facilities to be placed on the Premises in order to provide DER Services (to be identified in Exhibit A of the Agreement) including, but not limited to:

- a. Prime movers, compressors, heat recovery equipment, condensers, thermal storage, chillers, steam generators, electrical conditioning equipment, balance of plant systems and any other equipment needed to provide DER Services;
- b. Integrated equipment that includes a prime mover and peripheral equipment related to Applicant's specific application; and
- c. Other associated equipment that may be requested by Applicant and agreed to by Utility.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. EXEMPLARY
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

Sheet 8

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2. **DER POINT OF SERVICE DELIVERY.** Physical point(s) of delivery to Applicant downstream of DER Facilities. Each DER Point of Service Delivery shall be clearly marked or tagged physically and identified in the Agreement.

3. DER RECEIPT POINT. Physical point(s) of delivery to Utility upstream of DER Facilities. Each DER Receipt Point shall be clearly marked or tagged physically and identified in the Agreement.

7. **FEASIBILITY AGREEMENT.** Feasibility Analysis Agreement between Applicant and Utility providing a Feasibility Analysis to Applicant, subject to this Schedule and all applicable tariff schedules as filed from time to time with the Commission.

8. **FEASIBILITY ANALYSIS.** All analyses as required by Utility (including analysis conducted pursuant to the Feasibility Agreement) to determine the scope and pricing for the Agreement.

9. PREMISES. All of the real property and apparatus employed by Applicant on an integral parcel of land undivided (excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions) by a dedicated street, highway, or other public thoroughfare, or a railway.

10. **PROTECTIVE STRUCTURES.** Fences, retaining walls (in lieu of grading), barriers, posts, barricades and other structures as required by Utility, permitting agencies, or other regulations.

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ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____

EFFECTIVE _____

RESOLUTION NO. _____

APPENDIX B

Feasibility Analysis Agreement

FEASIBILITY ANALYSIS AGREEMENT

This Feasibility Analysis Agreement (this “**Feasibility Agreement**”) is made, entered into and effective as of _____, 20__ (the “**Effective Date**”) by and between Southern California Gas Company, a California corporation (“**Utility**”), and _____ (“**Company**”) for certain preconstruction feasibility assessments relating to Utility’s potential development of a _____ facility (the “**Proposed Project**”) adjacent to and as a functional part of Company’s business located at _____, California (the “**Facility**”). Utility and Company may be referred to herein individually each as a “**Party**” and collectively as the “**Parties**.”

ARTICLE 1 DESCRIPTION AND STANDARD OF SERVICES

1.1 Utility shall conduct feasibility analyses described in **Exhibit A** (the “**Services**”) with the intent of (a) determining the technical and economic feasibility of the design, equipment procurement, construction, operation and maintenance of the Proposed Project, and (b) providing sufficient information to prepare the scope of work and pricing (“**Scope of Work**”) for the Distributed Energy Resources Services Agreement (“**Agreement**”).

1.2 If the Scope of Work is acceptable to Company, Utility shall prepare the Agreement in accordance with Schedule GO-DERS.

1.3 Utility and Company acknowledge and agree that: (a) all Services shall be performed by Utility for the mutual benefit of the Parties; (b) Utility shall exercise its independent, professional and trade judgment in performing the Services; and (c) in its preparation of the Scope of Work, Utility will be relying on information provided by Company, which Company represents is complete and accurate except as noted in writing to Utility.

ARTICLE 2 SERVICES FEE

As consideration for performance of the Services, Company shall pay Utility _____ Dollars (\$_____) (the “**Feasibility Services Fee**”).

ARTICLE 3 TERM

The term of this Feasibility Agreement shall be _____ (“**Term**”).

ARTICLE 4 RECORDS/OWNERSHIP AND USE OF DOCUMENTS

4.1 Utility shall own such studies, plans, designs, know-how, specifications, and other intellectual property and work product of Utility that are incorporated in the Scope of Work (“**Work Product**”), and such Work Product shall at all times be the exclusive property of Utility. If any of the Work Product contains intellectual property of Company or Company’s affiliates, contractors or agents that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, it shall be conspicuously marked and identified as such (“**Proprietary Work Product**”). In the event the Parties, subsequent to this Feasibility Agreement, execute an Agreement, Company hereby grants, and Company shall cause its affiliates, contractors and agents to grant Utility a perpetual, royalty-free, fully paid-up, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, use, in whole or in part, and to authorize others to do so for the benefit of Utility, all Proprietary Work Product, including but not limited to: databases, templates, file formats, scripts, links, procedures, materials, training manuals and other training materials, specially-created key commands, and any other information, designs, plans, or works provided or delivered to Utility or produced by Company or its subcontractors and/or its agents. If the Parties fail to execute an Agreement and the Parties mutually terminate negotiations, Utility shall have no license to use Proprietary Work Product and shall return all Proprietary Work Product to Company.

ARTICLE 5 INDEMNIFICATION

5.1 Company shall indemnify, hold harmless, reimburse and defend Utility and its current and future parent company, subsidiaries, affiliates and their respective shareholders, members, partners, officers, directors, employees, representatives and agents, and the successors in interest of the foregoing ("**Utility Related Parties**") from, for and against any and all claims, actions, suits, proceedings, demands, damages, losses, expenses, liabilities, fees, fines and penalties, including but not limited to reasonable attorneys' and expert witnesses' fees (including fees and disbursements of in-house and outside counsel) ("**Claims**"), for damages to property or injuries to or death of any person arising out of or relating to this Feasibility Agreement, but only to the extent caused by the negligent or other wrongful acts or omissions of Company or any person or entity for whose acts or omissions it is responsible.

5.2 Each Party shall give prompt written notice to the other Party of any Claim or notice of a Claim made against the other Party by any third party for acts or omissions related to, or that may impact the completion of, the Services, in no event later than ten (10) business days after becoming aware of such Claim or receiving such notice of Claim.

ARTICLE 6 LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Feasibility Agreement, in no event shall Utility be liable to Company for any Claims arising out of or relating to the Services provided or to be provided hereunder in excess of the amount paid by Company to Utility as compensation under this Feasibility Agreement, regardless of whether such liability arises out of breach of contract, tort, product liability, contribution, strict liability or any other legal theory.

ARTICLE 7 ASSIGNMENT

7.1 Except with respect to Utility's subcontractors, neither Utility nor Company shall assign or transfer any of its interest in this Feasibility Agreement, in whole or in part, without the prior written consent of the other Party.

7.2 The provisions of this Feasibility Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

ARTICLE 8 INDEPENDENT CONTRACTOR; TAXES; SAFETY

8.1 Utility shall perform the Services as an independent contractor and employing unit.

8.2 Utility shall be responsible for remittance of all federal, state and local taxes applicable to any compensation or payments paid to Utility under this Feasibility Agreement, which shall be included in the Feasibility Services Fee.

8.3 Utility shall be responsible for the safety of its employees and those of its subcontractors, and shall take all reasonable precautions to prevent personal injury, death and property damage resulting from the Services and its acts and omissions and those of its subcontractors. At all times during the performance of any Services at the Facility, Utility shall comply with all Company safety rules, provided such rules, policies, programs and directives are communicated to Utility in writing by Company.

ARTICLE 9 TERMINATION OF CONTRACT

9.1 Notwithstanding anything to the contrary set forth in this Agreement, Utility may terminate this Feasibility Agreement in whole or in part at any time for Utility's convenience or for cause. In the event Utility terminates this Feasibility Agreement for its convenience, the termination shall be effective upon Company's receipt of Utility's written notice of such termination. For a termination for cause, the termination shall be

effective ten (10) calendar days after Company's receipt of Utility's written notice thereof and Company's failure during that period to cure the cause or default which is at issue and the reason for the notice of termination. In the event of a termination for convenience, as Company's sole and exclusive remedy, Utility shall refund any unused amounts paid as compensation hereunder, if any.

9.2 The Parties agree that Utility will incur substantial liabilities to third parties upon the commencement of the Services and that the extent and amount of loss or damage to Utility as a result of Company's breach of this Feasibility Agreement is impractical and difficult to determine with certainty. Therefore, if Company breaches this Feasibility Agreement and fails to cures such breach within ten (10) calendar days after receiving notice of the breach from Utility, Company shall pay Utility liquidated damages equal to the Service Fee. The Parties agree that such liquidated damages are a genuine pre-estimate of the damages suffered by Utility by reason of Company's failure to perform under this Feasibility Agreement, and are not intended as a penalty. The amounts payable by Utility under this Section shall be Company's sole and exclusive liability to Utility, and Utility's sole and exclusive remedy, with respect to Company's breach. Nothing in this Section shall be construed as relieving Company of its obligation to fulfill its obligations under this Feasibility Agreement.

9.3 The rights and remedies of Utility provided in this Article are not exclusive and are in addition to any other rights and remedies provided by law or under this Feasibility Agreement. All rights and remedies of Utility shall be cumulative and may be exercised successively or concurrently.

ARTICLE 10 FORCE MAJEURE

Neither Company nor Utility shall be held responsible for delay in the performance of the Services or default to the extent caused by fire, riot, an Act of God, war, terrorist attack or other cause beyond, respectively, Company's or Utility's reasonable control ("Force Majeure Events"). So long as the conditions set forth in this Article are satisfied, except with regard to payment obligations, neither Party shall be responsible or liable for or deemed in breach of this Feasibility Agreement because of any failure or delay in complying with its obligations under or pursuant to this Feasibility Agreement to the extent that such failure has been caused, or contributed to, by one or more Force Majeure Events or its effects or by any combination thereof; provided that in such event:

10.1 any liability of either Party that arose before the occurrence of the Force Majeure Event causing the suspension of performance shall not be excused as a result of such Force Majeure Event;

10.2 the affected Party shall continually exercise all commercially reasonable efforts to alleviate and mitigate the cause and effect of such Force Majeure Event, remedy its inability to perform, and limit damages to the other Party;

10.3 the affected Party shall use all reasonable efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance; and

10.4 when the affected Party is able to resume performance of the affected obligations under this Feasibility Agreement, that Party shall give the other Party written notice to that effect, and the affected Party promptly shall resume performance under this Feasibility Agreement.

ARTICLE 11 FACILITY ACCESS

11.1 Company shall provide reasonable access to the Facility and the Company's operational records as requested by Utility and its subcontractors in connection with the performance of Services.

11.2 Utility shall have no responsibility for the loss, theft, disappearance of or damage to equipment, tools, materials, supplies, and other property of Company or its employees whatsoever.

ARTICLE 12 CONFIDENTIALITY; PUBLICITY

12.1 Each Party shall hold in confidence: (a) any information provided or supplied by the other Party or its Representatives that is marked confidential, including such information as may have been provided or supplied prior to the Effective Date; (b) the Scope of Work and all exhibits thereto; and (c) the contents of this Feasibility Agreement (collectively, “**Confidential Information**”). Notwithstanding the foregoing, the following categories of information will not constitute Confidential Information:

12.1.1 information that was in the public domain prior to receipt thereof by such Party or that subsequently becomes part of the public domain by publication or otherwise except by a wrongful act of such Party or its Representatives;

12.1.2 information that such Party can show was lawfully in its possession prior to receipt thereof from the other Party through no breach of any confidentiality obligation;

12.1.3 information received by such Party from a third party having no obligation of confidentiality with respect thereto; and

12.1.4 information at any time developed independently by such Party providing it is not developed from otherwise Confidential Information.

12.2 Notwithstanding anything herein to the contrary, a Party may disclose Confidential Information as follows:

12.2.1 Confidential Information may be disclosed pursuant to and in conformity with applicable laws or in connection with any legal proceedings, provided that the Party required to disclose such information shall give prior notice to the other Party of such required disclosure and, if so requested by the other Party, shall use all reasonable efforts to oppose the requested disclosure as appropriate under the circumstances or to seek, through a protective order or other appropriate mechanism, to maintain the confidentiality of the Confidential Information;

12.2.2 Confidential Information may be disclosed as required to be disclosed under securities laws applicable to publicly traded companies and their subsidiaries;

12.2.3 Confidential Information may be disclosed to affiliates, subcontractors, employees, directors, officers, agents, advisors and/or representatives (collectively, “**Representatives**”) of such Party solely as necessary in connection with the Services; provided that (a) each such Representative is informed of the confidential nature of the Confidential Information, (b) such Party shall require each such Representative of its obligations under this Article and require each such Representative to adhere to the provisions hereof, and (c) such Party shall be liable to the other for any disclosure by any Representative in violation of the terms of this Article; and

12.2.4 either Party may disclose Confidential Information with the express written consent of the other Party, which consent shall not be unreasonably conditioned, withheld, or delayed.

12.3 It is agreed that each Party shall be entitled to relief both at law and in equity, including injunctive relief and specific performance, in the event of any breach or anticipated breach of this Article, without proof of any actual or special damages.

12.4 All right and title to, and interest in, a Party’s Confidential Information shall remain with such Party. All Confidential Information obtained, developed or created by or for Utility exclusively for the Services, including copies thereof, is the exclusive property of Utility whether delivered to Company or not. No right or license is granted to Company or any third party respecting the use of Confidential Information by virtue of this

Feasibility Agreement, except to the extent required for Utility's performance of its obligations hereunder. Company shall deliver the Confidential Information, including all copies thereof, to Utility upon request.

ARTICLE 13 DISPUTE RESOLUTION

All claims, disputes and other matters in question between the Parties arising out of or relating to this Feasibility Agreement or the breach thereof, including contract, tort, property, statutory, or common law claims ("**Dispute**") shall be addressed and resolved as follows:

13.1 Negotiation. The resolution of the Dispute shall first be negotiated in good faith by the Parties.

13.2 Mediation. If the Parties are unable to resolve a Dispute through negotiation, the Parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures, or through private mediation upon agreement of the Parties. The mediator's fees and costs shall be paid equally by the Parties. Any and all mediations arising out of or relating to this Feasibility Agreement shall include, by consolidation or joinder, any other person or entity not a party to this Feasibility Agreement that is substantially involved in a common issue of law or fact and whose involvement in the consolidated mediation is necessary to achieve a final resolution of a matter in controversy therein. The Parties' obligation to mediate shall be specifically enforceable by any court with jurisdiction thereof.

13.3 Litigation. If the Parties do not settle the Dispute through mediation within ninety (90) calendar days of the written notice to the other Party requesting mediation, then either Party shall have the right to pursue litigation as provided for herein. In the event of any litigation to enforce or interpret any terms of this Feasibility Agreement, unless the parties agree in writing otherwise, such action shall be brought in a Superior Court of the State of California located in the County of Los Angeles (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in either the U.S. District Court for the Central District of California), and the Parties hereby submit to the exclusive jurisdiction of said courts. In any action in litigation to enforce or interpret any of the terms of this Feasibility Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party all costs, expenses (including expert testimony) and reasonable attorney's fees (including fees and disbursements of in-house and outside counsel) incurred therein by the prevailing Party.

ARTICLE 14 WAIVER

The failure of either Party to enforce any provision of this Feasibility Agreement shall not constitute a waiver by that party of that or any other provision of this Feasibility Agreement.

ARTICLE 15 NOTICES

Any notice, request, demand or other communication required or permitted under this Agreement shall be deemed to be properly given by the sender and received by the addressee if made in writing and (1) personally delivered; or (2) as of the date of signed return receipt after deposit with the U.S. Postal Service by certified or registered mail, postage prepaid, with a return receipt requested; or (3) if sent by email or facsimile with confirmation sent as provided in (2) above. All such notices, requests, demands or other communication shall be addressed as follows:

If to Utility:

Fax: _____
Email: _____

If to Company:

Fax: _____
Email: _____

ARTICLE 16 GOVERNING LAW

The laws of the State of California shall govern this Feasibility Agreement.

ARTICLE 17 SEVERABILITY

If any provision of this Feasibility Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the provisions of this Feasibility Agreement that are essential to each Party's interests otherwise remain valid and enforceable, then the remaining provisions shall continue to be valid and enforceable and the offending provision shall be given the fullest meaning and effect intended by the Parties as allowed by applicable law.

ARTICLE 18 SURVIVAL

The terms, conditions, representations, and warranties contained in this Feasibility Agreement shall survive the termination or expiration of this Feasibility Agreement.

ARTICLE 19 ENTIRE CONTRACT

This Feasibility Agreement constitutes the entire legally-binding contract between the Parties regarding its subject matter. No waiver, consent, modification or change of terms of this Feasibility Agreement shall bind either party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

ARTICLE 20 SIGNATURES

This Feasibility Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. A facsimile signature or an electronically scanned and electronically mailed (e-mail) signature shall be considered an original. The individuals signing this Feasibility Agreement certify that they are authorized to execute this Feasibility Agreement on behalf of Utility and Company, respectively.

ARTICLE 21 EXHIBITS

The following documents are incorporated into and made a part of this Feasibility Agreement:

Exhibit A – Scope of Services

[Signature Page Follows]

UTILITY:

Southern California Gas Company

Signature: _____

Printed Name: _____

Title: _____

Date: _____

COMPANY:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Utility shall conduct the Services with the intent of determining the technical and economic feasibility of the design, equipment procurement, construction, operation and maintenance of the Proposed Project. The Scope of Work may include, but is not limited to, the following:

Comprehensive Scope Definition

- Define the project execution processes for technical execution, construction, operations & maintenance, and other business related aspects of the project.
- Prepare the scope of work and pricing for the Agreement

APPENDIX C

Distributed Energy Resources Services Agreement

Instructions: Terms that are boxed and shaded in light gray are instructions for preparing this Agreement and must be removed before this Agreement is finalized. Terms that are bracketed and highlighted in yellow are transaction-specific terms that must be removed, accepted, revised, expanded upon, or completed (as applicable) before this Agreement is finalized.

DISTRIBUTED ENERGY RESOURCES SERVICES AGREEMENT

This Distributed Energy Resources Services Agreement is entered into and effective as of [insert date of execution] (the “Effective Date”) by and between Southern California Gas Company, a California corporation (“Utility”), and [insert full legal name of Customer], a [insert form of business entity and state of registration] (“Customer”).

RECITALS

- A. Customer (a) owns and operates [insert name or description of Customer Facility] (the “Customer Facility”) located at [insert address of Customer Facility] (as further described in Exhibit A, the “Premises”), or (b) has the necessary legal rights and the full power and authority to perform all of its obligations under this Agreement related to the Customer Facility and the Premises.
- B. Customer desires to retain Utility to perform, and Utility desires to perform the DER Services in accordance with and subject to the terms of this Agreement.

Instructions: Revise above recitals or insert additional recitals as necessary or appropriate based on the requirements of contemplated transaction.

The Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS AND EXHIBIT LIST

1.1 Definitions. As used in this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Section 1.1:

“Agreement” has the meaning set forth in the Tariff.

“Applicable Law” means (a) any constitution, charter, act, statute, law, Environmental Law, ordinance, code, rule, regulation, order, or other legislative or administrative action of a Governmental Authority, or a final decree, judgment, or order of a court or tribunal, including, in each case, any and all requirements thereof or set forth therein, or (b) laws, orders, ordinances, rules, regulations, certificates, consents, Permits, or any other authorizations of a Governmental Authority or public officer that relate to the design, construction, maintenance, operation, repair, upgrade, renovation, removal, alteration, use, occupancy, or control of the Customer Facility, the DER Facilities, or the Premises (including the Regulatory Requirements, the Customer-Acquired Permits, and the Utility-Acquired Permits).

“Capital Charge” is defined in Section 5.1(b).

“Change in Services” is defined in Section 9.1(b).

“Confidential Information” means confidential or proprietary information concerning the business, operations, or assets of each Party and its affiliates, whether or not reduced to writing or other tangible form, including (a) the terms and conditions of this Agreement or any related agreement (including the Services Fee, the calculation thereof, and all information related thereto), (b) information or materials prepared in connection with the performance of DER Services under this Agreement or any related agreement, (c) designs, drawings,

specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, customer, supplier or personnel names and other information related to customers, suppliers or personnel, pricing policies, and financial information, (d) any information defined as “trade secrets” under the Uniform Trade Secrets Act of California, and (e) information of a similar nature as that which is set forth in subsections (a)-(e). Confidential Information does not include information that is (i) known to the receiving Party before obtaining the same from the disclosing Party, (ii) in the public domain at the time of disclosure by the disclosing Party, (iii) is disclosed to the receiving Party by a third party having a bona fide right to do so, (iv) independently developed by an individual or entity that had no access to the Confidential Information; or (iv) approved for release by express prior written consent of an authorized officer of the disclosing Party.

“Consequential Damages” means damages for loss of anticipated profits, loss by reason of the DER Facilities’ shutdown, non-operation or increased expense of operation, service interruptions, cost of purchased or replacement gas or power, cost of money, loss of use of capital or revenue, or any other indirect, incidental, special, punitive, exemplary, or consequential loss or damage, whether arising from defects, delay, or from any other cause whatsoever.

“Construction Commencement Date” is defined in Section 4.1(a).

“CPUC” means the Public Utilities Commission of the State of California.

“Creditworthiness Requirements” has the meaning set forth in the Tariff.

“Customer” is defined in the introductory paragraph of this Agreement.

“Customer-Acquired Permits” is defined in Section 3.3.

“Customer Event of Default” is defined in Section 18.1.

“Customer Facility” is defined in Recital A.

“Customer Representative” is defined in Section 3.5.

“DER Facilities” is defined in Section 2.2.

“DER Services” has the meaning set forth in the Tariff.

“Disputes” is defined in Section 22.1.

“Effective Date” is defined in the introductory paragraph of this Agreement.

“Environmental Attributes” is defined in Section 7.1(a).

“Environmental Laws” is defined in Section 21.2.

“Feasibility Analysis” has the meaning set forth in the Tariff and is attached to this Agreement as Exhibit D.

“Force Majeure” means any occurrence beyond the reasonable control of and to the extent occurring without the fault or negligence of the Party claiming Force Majeure that, in whole or part, delays a Party’s performance under this Agreement or causes the Party to be unable to perform its obligations under this Agreement (in each case, other than payment obligations of a Party, including payment of the Services Fee), which by exercise of due foresight such Party could not reasonably have been expected to avoid and which such Party is unable to overcome by the exercise of due diligence. Such occurrences may include acts of God, disruption of natural gas

supplies, power outages or disruptions, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute, or actions or inactions of any Governmental Authority.

“Governmental Authority” means (a) any federal, state, local, municipal, or other government, (b) any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power, or (c) any court or governmental tribunal.

“Hazardous Substances” is defined in Section 21.1.

“Index” means [insert applicable agreed-upon Index, if any.]

<i>Instructions: Whether and which Index should be included is to be determined by the mutual agreement of the Parties. If the Parties do not use an Index, this definition and references to it in this Agreement must be removed.</i>

“Latent Site Defects” is defined in Section 6.2(f).

“O&M Charge” is defined in Section 5.1(b).

“Party” refers to Utility or Customer individually, and “Parties” refers collectively to Utility and Customer collectively.

“Performance Requirements” is defined in Section 4.3 and is specified in Exhibit E.

“Permits” means all local, state, and federal permits, licenses, consents, orders, waivers, franchises, registrations, variances, extensions, filings, certificates, exemptions, approvals, and other authorizations obtained from or made with a Governmental Authority.

“Premises” has the meaning set forth in the Tariff and as further described in Recital A.

“Regulatory Requirements” is defined in Article 8.

“Remedial Work” is defined in Section 21.3.

“Services Commencement Date” means the date that is the first day of the month following the date Utility causes the DER Facilities to achieve or to be deemed to have achieved (as determined by Utility in its sole discretion) the Performance Requirements.

“Services Fee” is defined in Section 5.1(a).

“Tariff” means [Schedule GO-DERS] in force at the time of interpretation and incorporated herein by reference.

“Taxes” means all federal, state, regional, municipal, and local sales, use, excise, ad valorem and other taxes, charges, or contributions.

“Termination by Utility Payment” is defined in Section 19.1(b).

“Utility” is defined in the introductory paragraph of this Agreement.

“Utility-Acquired Permits” is defined in Section 4.2.

“Utility Representative” is defined in Section 4.5.

“Work Notice” is defined in Section 21.3.

1.2 Exhibit List. The following Exhibits are specifically made a part of this Agreement by this reference:

Exhibit A	–	Description and Location of the Premises and the DER Facilities
Exhibit B	–	Safety and Security Requirements
[Exhibit C	–	[Easement] [Lease Agreement]]
Exhibit D	–	Feasibility Analysis
Exhibit E	–	Statement of Services and Performance Requirements
Exhibit F	–	Services Fee
[Exhibit G	–	Bill of Sale]

ARTICLE 2 TERM; DESCRIPTION OF THE DER FACILITIES

- 2.1 Term. The term of this Agreement commences on the Effective Date and will be in full force and effect for a period of [insert years] years after the Services Commencement Date, unless terminated earlier in accordance with the terms hereof. At least ninety (90) days before the end of the term of this Agreement and assuming that all required payments have been made by Customer, the Parties shall meet and confer in order to determine whether to extend the term of this Agreement for a period and at a Services Fee to be mutually agreed upon.
- 2.2 Description of the DER Facilities. [Provide a brief description of the DER Facilities] (as further described in Exhibit A and the Tariff, the “DER Facilities”).
- 2.3 Location of the DER Facilities. The DER Facilities will be located at the Premises, as further described in Exhibit A.

ARTICLE 3 RESPONSIBILITIES OF CUSTOMER

- 3.1 Premises and Security Requirements. Customer shall provide an appropriate location at the Premises for the delivery of equipment, layout and storage of equipment and materials, ingress and egress, and parking of construction or installation-related vehicles and the construction or installation of the DER Facilities, including ongoing safeguards at the Premises for the protection of the DER Facilities and provision of the DER Services, and all individuals and other property related thereto, including lights and barriers, guard service, controlled access, and other measures developed pursuant to a continuous safety and security assurance program acceptable to Utility, or otherwise reasonably required to prevent vandalism, theft, and danger to the DER Facilities, all as described in greater detail in Exhibit B. Unless otherwise stated in Exhibit B, within thirty (30) days after the Construction Commencement Date, Customer shall provide a notice satisfactory to Utility describing Customer’s safety and security assurance program.
- 3.2 Access to Premises. At all times and as necessary for Utility or its subcontractors or agents to perform the DER Services and for the purpose of delivery and acceptance of equipment, construction or installation and testing of the DER Facilities and all related construction or installation activities, as well as the operation and maintenance of the DER Facilities or the exercise of Utility’s rights under this Agreement, Company shall provide Utility and its subcontractors and agents with reasonable access to the Premises and the DER Facilities, including unobstructed ready ingress and egress for all personnel, equipment, materials, and vehicles [all in accordance with the [Easement][Lease Agreement] attached hereto as Exhibit C].
- 3.3 Permits. Customer shall provide reasonable assistance and shall promptly provide all requested information, at no additional cost to Utility, to enable Utility to apply for and obtain all necessary Utility-Acquired Permits. Customer shall at all times remain responsible for all of the Permits relating to the ownership and

operation of the Customer Facility and the Premises (the “Customer-Acquired Permits”), and shall expeditiously acquire any additional Permits related to the operation of the Customer Facility that are made necessary for Customer to operate the Customer Facility due to the DER Facilities.

3.4 Cooperation. Customer shall reasonably cooperate and cause its contractors and agents to cooperate with Utility and its subcontractors and agents while working at or near the Premises in order to assure that Customer does not unreasonably hinder or interfere with the DER Services. Each Party shall use its commercially reasonable efforts to cause its contractors and agents to maintain good working relationships with the other Party’s contractors and agents.

3.5 Customer Representative. Within fourteen (14) days after the Effective Date, Customer shall designate by written notice an individual as Customer’s representative for all matters relating to this Agreement (the “Customer Representative”). The Customer Representative or designee shall be reasonably available during all business hours and shall provide or facilitate all access, scheduling and operating and maintenance at the Premises to support Utility’s performance of the DER Services and other rights and obligations under this Agreement. The actions taken by the Customer Representative shall be deemed acts of Customer. Customer may at any time, upon written notice to Utility, change the Customer Representative.

ARTICLE 4 RESPONSIBILITIES OF UTILITY

4.1 Scope of Services. In accordance with and subject to the terms of this Agreement and the Feasibility Analysis, Utility shall, directly or through its subcontractors or agents, perform the DER Services, as set forth in Exhibit E, in the following phases:

(a) Construction or Installation of the DER Facilities. Upon the date of Utility’s issuance of a notice to Customer of Utility’s intent and authorization to proceed with the supply and construction or installation of the DER Facilities (the “Construction Commencement Date”), which shall be at Utility’s discretion, Utility or its subcontractors or agents shall initiate the construction or installation of the DER Facilities.

(b) Start-up and Testing of the DER Facilities. Before the Services Commencement Date, Utility or its subcontractors or agents shall perform all start-up and testing of the DER Facilities to confirm that it meets or exceeds the Performance Requirements, all as further described in Exhibit E.

(c) Commencement of Operation of the DER Facilities. Utility shall notify Customer in writing (which may be provided through its invoice) of the Services Commencement Date. As of the Services Commencement Date, Utility shall commence operation of the DER Facilities.

4.2 Utility-Acquired Permits. Utility shall be responsible for acquiring all Permits necessary to do business in the jurisdiction where the DER Facilities is located and the DER Services are to be performed, and all other Permits necessary to perform the DER Services (the “Utility-Acquired Permits”); *provided that* Utility is not required to obtain or maintain any Permits for the ownership or operation of the DER Facilities or Customer Facility that are required to be held by Customer.

4.3 Performance Requirements. Utility or its subcontractor(s) or agents shall operate the DER Facilities so that, as of the Service Commencement Date, the DER Facilities satisfies the performance requirements set forth in Exhibit E (the “Performance Requirements”).

4.4 Decommissioning. Upon expiration or termination of this Agreement, and subject to Article 13 and Applicable Law, Utility or its subcontractors or agents shall be responsible for safely decommissioning or removing the DER Facilities and all of the improvements made thereto pursuant to this Agreement by Utility.

4.5 Utility Representative. Within fourteen (14) days after the Effective Date, Utility will designate by written notice an individual as Utility’s representative for all matters relating to Utility’s performance of the DER

Services under this Agreement (the “Utility Representative”). The actions taken by the Utility Representative with respect to such performance shall be deemed acts of Utility. Utility may at any time, upon written notice to Customer, change the Utility Representative.

ARTICLE 5 FEE FOR SERVICES

5.1 Services Fee.

- (a) Commencing as of the Services Commencement Date and continuing throughout the term of this Agreement, Customer shall pay Utility the following services fee (“Services Fee”) on a monthly basis: [] Dollars (\$) per month pursuant to this Article and Exhibit F.
- (b) The Services Fee shall consist of (a) a capital-related charge (“Capital Charge”), (b) an operations and maintenance-related charge (“O&M Charge”), and (c) any other charge or cost mutually agreed to by the Parties, each as further described in Exhibit F. [The O&M Charge is subject to annual adjustment on each yearly anniversary of the Services Commencement Date by the positive percentage change in the Index most recently published as of such anniversary over the Index determined for the prior annual period (or in the case of the first anniversary, the Index most recently published as of the Effective Date).]

Instructions: Include the bracketed language if the Parties agree to an Index.

- 5.2 **Invoicing.** Utility shall provide Customer with an invoice on a monthly basis and Customer shall pay each such invoice within nineteen (19) days after the date of such invoice. If payment is not received by Utility by the due date, late payment charges shall be imposed by Utility. Billing and late payment charges shall be consistent with Utility’s applicable tariff schedules as filed from time to time with the CPUC.

ARTICLE 6 COVENANTS, WARRANTIES, AND REPRESENTATIONS

- 6.1 **Utility Covenants, Representations, and Warranties.** Utility covenants, represents, and warrants to Customer that:

- (a) **Organization, Standing and Qualification.** Utility is a corporation, duly organized, validly existing, and in good standing under the laws of California, and has full power and authority to execute, deliver, and perform its obligations under this Agreement and to engage in the business it presently conducts and contemplates conducting.
- (b) **Professional Skills.** Utility and its subcontractors and agents shall have all the required authority, ability, skills, experience, and capacity necessary to perform and shall diligently perform the DER Services in a timely and professional manner, utilizing sound engineering principles, project management procedures, construction procedures, and supervisory procedures, all in accordance with industry standards.
- (c) **Enforceable Agreement.** This Agreement has been duly authorized, executed, and delivered by or on behalf of Utility and is, upon execution and delivery, the legal, valid, and binding obligation of Utility, enforceable against Utility in accordance with its terms, except as such enforceability may be limited by the Regulatory Requirements, applicable bankruptcy, insolvency, or similar laws affecting creditors’ rights generally and by general equitable principles.
- (d) **No Conflict.** The execution, delivery, and performance by Utility of this Agreement will not:
 - (i) Conflict with or cause any default under: (1) its organizational documents; (2) any indenture, mortgage, chattel mortgage, deed of trust, lease, conditional sales agreement, loan or credit

arrangement, or any other agreement or instrument to which Utility is a party or by which it or its properties may be bound or affected; or (3) any Applicable Laws; or

- (ii) Subject the Customer Facility, the DER Facilities, or any component part thereof, or the Premises or any portion thereof to any lien other than as may be contemplated or permitted by this Agreement.

6.2 Customer Covenants, Representations, and Warranties. Customer covenants, represents, and warrants to Utility that:

- (a) Organization, Standing and Qualification. Customer is a [insert business entity type] duly formed, validly existing, and in good standing under the laws of the State of [insert state of registration], and has full power and authority to execute, deliver, and perform its obligations under this Agreement and to engage in the business Customer presently conducts and contemplates conducting.
- (b) Enforceable Agreement. This Agreement has been duly authorized, executed, and delivered by or on behalf of Customer and is, upon execution and delivery, the legal, valid, and binding obligation of Customer, enforceable against Customer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by general equitable principles.
- (c) No Conflict. The execution, delivery and performance by Customer of this Agreement will not conflict with or cause any default under: (i) its organizational documents; (ii) any indenture, mortgage, chattel mortgage, deed of trust, lease, conditional sales agreement, loan or credit arrangement, or any other agreement or instrument to which Customer is a party or by which it or its properties may be bound or affected; or (iii) any Applicable Laws.
- (d) Governmental Approvals. No authorization, approval, exemption, or consent by any Governmental Authority is required in connection with the execution, delivery, and performance of this Agreement by Customer. The Customer-Acquired Permits either have been obtained and are in full force and effect on the date hereof or will be obtained and will be in full force and effect, so as to permit Utility to commence and prosecute the DER Services to completion.
- (e) No Suits, Proceedings. There are no material actions, suits, proceedings, or investigations pending or, to Customer's knowledge, threatened against it at law or in equity before any Governmental Authority (whether or not covered by insurance) that individually or in the aggregate could result in any materially adverse effect on the business, properties, or assets or the condition, financial or otherwise, of Customer or in any impairment of its ability to perform its obligations under this Agreement. Customer has no knowledge of any violation or default with respect to any order, writ, injunction, or any decree of any Governmental Authority that may result in any such materially adverse effect or such impairment.
- (f) No Latent Site Defects. There are no Latent Site Defects at the Premises that will impede Utility from obtaining the Utility-Acquired Permits. "Latent Site Defects" means any conditions or circumstances that were not revealed to or ascertained by Utility during the development of the Feasibility Analysis, and include the presence of legally significant cultural resources, endangered species, dangerous site conditions, earthquake fault lines, or air, soil, or water contamination.
- (g) Control of Premises. On the Effective Date and continuing throughout the term of this Agreement, Customer (i) shall own and operate the Customer Facility and the Premises, or (ii) shall have the necessary legal rights to the Customer Facility and the Premises and the full power and authority to perform all of its obligations under this Agreement or with respect to the Customer Facility, the DER Facilities, and the Premises.

ARTICLE 7 ENVIRONMENTAL ATTRIBUTES

- 7.1 Definition. “Environmental Attributes” means any and all current or future credits, benefits, air quality credits, renewable energy credits, emission reductions, offsets and allowances, howsoever entitled or referred to, earned by or in connection with the reduction of air pollutants or the avoidance of the emission of any gas, chemical or other substance, including any Environmental Attributes arising out of laws or regulations involving or administered by the Environmental Protection Agency, the California Air Resources Board, California Energy Commission, South Coast Air Quality Management District, or any state, federal or international entity given jurisdiction over a program involving transferability of Environmental Attributes, and any reporting rights to such Environmental Attributes. Environmental Attributes include (i) voluntary and mandatory international, federal, state or local credits associated with the construction or operation of air quality projects, (ii) any other financial incentives in the form of credits, reductions, or allowances associated with the Customer Facility or the DER Facilities that are applicable to a Tax obligation, and (iii) any corporate citizen or corporate sustainability measurements, ratings or benefits.
- 7.2 Ownership of Environmental Attributes. Customer shall be entitled to all Environmental Attributes that relate to the DER Facilities. Both Parties shall provide reasonable assistance to fulfill any requirements related to the Environmental Attributes but the Party holding legal title to the particular Environmental Attribute shall be responsible for reimbursing any additional costs incurred by the other Party in providing reasonable assistance.

Instructions: Any adjustments to this Article necessary to maximize the value of Environmental Attributes will be negotiated by the Parties and reflected herein.

ARTICLE 8 REGULATORY MATTERS

This Agreement shall at all times be (a) subject to changes or modifications by the CPUC, as the CPUC may, from time to time, direct in the exercise of its jurisdiction, (b) subject to and incorporate by reference all of Utility’s applicable tariff schedules (including the Tariff) as filed from time to time with the CPUC (collectively, the “Regulatory Requirements”), and (c) subject to all Permits.

ARTICLE 9 CHANGE IN SERVICES

Instructions: Specifics on criteria for triggering a Change in Services and the process and criteria for determining the Services Fee adjustment may be added or modified as applicable.

- 9.1 Change Events.
- (a) Minor Variations in Services. Utility shall have the right, at any time, to make minor variations in the DER Services that do not involve an adjustment in the Services Fee and are compatible with the design concept of the DER Facilities.
 - (b) Change in Services. If, during the term of this Agreement, as a result of a change in Applicable Law or Customer’s requirements, there needs to be a change to the cost or time required for the performance of the DER Services or a change in the DER Services or to the DER Facilities (a “Change in Services”), the Parties shall negotiate in good faith to enter into a contract modification providing for an equitable adjustment of Services Fees reflecting any additional costs incurred by Utility, as well as any other contract modification necessary to implement such Change in Services.

- (c) Customer-Requested Change in Services. Customer may request a Change in Services in writing to Utility. In such event, Utility shall prepare and submit to Customer a written estimate relating to the proposed Change in Services, including: (i) any projected change in the cost of the performance of the DER Services and any projected modification of the Services Fee occasioned by such Change in Services; and (ii) the effect such Change in Services could be expected to have on the performance of the DER Facilities. If Customer elects to proceed with a more detailed examination of such proposed Change in Services, within such period as shall be agreed upon by the Parties, Utility shall submit to Customer a detailed estimate relating to the contemplated change and Customer shall be responsible for the cost of preparing the detailed estimate. If Customer elects to proceed with the proposed Change in Services, Customer and Utility shall agree upon a change order that shall include (x) an adjustment in the Services Fee for the costs expected to be incurred by Utility as a result of such Change in Services less any savings or costs not incurred as a result of such Change in Services, and (y) an adjustment in other terms of this Agreement, including the Performance Requirements, as a result of such Change in Services.

ARTICLE 10 NOTICES

Any notice, request, demand or other communication required or permitted under this Agreement, shall be deemed to be properly given by the sender and received by the addressee if made in writing and (a) personally delivered; or (b) as of the date of signed return receipt after deposit with the U.S. Postal Service by certified or registered mail, postage prepaid, with a return receipt requested; or (c) if sent by email or facsimile with confirmation sent as provided in (b) above. Notices shall be addressed as follows to:

If to Utility:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
Fax: [Redacted]
Email: [Redacted]

with a copy to:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
Fax: [Redacted]
Email: [Redacted]

If to Customer:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
Fax: [Redacted]
Email: [Redacted]

with a copy to:

[Redacted]
[Redacted]
[Redacted]
[Redacted]
Fax: [Redacted]
Email: [Redacted]

or, as to each Party, at such other or additional address as may be designated by such Party in a written notice to the other Party.

ARTICLE 11 TERMINATION BY EITHER PARTY

If the Construction Commencement Date has not occurred by [insert date], either Party shall have the right to terminate this Agreement upon notice to the other Party, in which case neither Party shall have any further rights or obligations hereunder (other than such rights and obligations that by the express terms of this Agreement survive the expiration or earlier termination of this Agreement).

ARTICLE 12 INSURANCE, CREDIT AND SECURITY REQUIREMENTS

12.1 Customer Insurance. Customer agrees to obtain and maintain at Customer's sole cost and expense the following types and amounts of insurance coverage consistent with the following requirements for the entire term of this Agreement to insure against any and all claims, losses, damages or expenses resulting from Customer's facilities located at the Premises and Customer's responsibilities under the Tariff or this Agreement:

- (a) Workers' Compensation and Employers' Liability Insurance. In accordance with the laws of California, Customer shall maintain in force workers' compensation insurance for all of its employees. Customer shall also maintain Employers' Liability coverage in an amount of not less than \$[],000,000.00 ([] Million Dollars) per accident and per employee for disease. In lieu of such insurance, Customer may maintain a self-insurance program meeting the requirements of California along with the required Employers' Liability insurance. Such insurance shall contain a waiver of subrogation in favor of Utility.
- (b) Commercial or Business Automobile Liability Insurance. Customer shall maintain an automobile liability policy or policies insuring against liability for damages because of bodily injury, death, or damage to property (including loss of use thereof), and occurring in any way related to the use by or on behalf of Customer, including loading or unloading of any of Customer's automobiles (including owned, non-owned, leased, rented or hired vehicles). Such coverage shall be in an amount of not less than [\$],000,000.00 ([] Million Dollars) combined single limit.
- (c) Commercial General Liability Insurance. Customer shall carry and maintain on an "occurrence" form commercial general liability policy or policies, insuring against liability arising from bodily injury, death, property damage, personal and advertising injury, products/completed operations liability, contractual liability covering all operations of Customer on the Premises which policy shall contain a waiver of subrogation in favor of Utility. There shall be no explosion, collapse or underground exclusion. Such coverage shall be in an amount of not less than [\$],000,000.00 ([] Million Dollars) per occurrence. If the policy maintains a policy aggregate, such aggregate shall not be less than twice the per occurrence limit.
- (d) Pollution Liability Insurance. Customer shall maintain pollution liability insurance or insurance policies in an amount not less than [\$],000,000.00 ([] Million Dollars) each claim. If the policy maintains a policy aggregate, such aggregate shall not be less than twice the per occurrence limit.
- (e) Policy Requirements. The required policies and any of Customer's policies providing coverage in excess of the required policies shall provide that the coverage is primary for all purposes and Customer shall not seek any contribution from any insurance or self-insurance maintained by Utility. All required policies of insurance shall be written by companies having an A.M. Best rating of "A -, VII" or better, or equivalent.

Customer shall be solely responsible for any deductible or self-insured retention on insurance required under this Agreement.

- (f) Additional Insureds. Utility, its parent company, and its subsidiaries, affiliates, contractors and their respective officers, directors, employees, successors and assigns shall be named as additional insureds for policies listed above, except for workers' compensation. Commercial General Liability insurance shall provide a severability of interest or cross-liability clause. Customer shall not violate nor knowingly permit to be violated any condition of the policies required under this Section.

Instructions: Coverage for (a) workers' compensation and employers' liability insurance, and (b) commercial or business automobile liability insurance must each be no less than \$1,000,000. Coverage for (x) commercial general liability insurance and (y) pollution liability insurance must each be no less than \$5,000,000. In all instances, such amounts are subject to approval by Utility.

- 12.2 Certificates of Insurance. On or before the Effective Date, and thereafter upon Utility's request during the term of this Agreement, Customer shall provide Utility with original, current certificates of insurance, and renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies required under this Section. Utility shall not commence any of the DER Services until Customer has obtained all insurance required by this Article and has provided acceptable certificates of insurance to Utility for review and approval. No insurance policy may be canceled, materially revised, or subject to non-renewal without at least thirty (30) days prior written notice being given to Utility, ten (10) days for non-payment of premium. Customer shall provide Utility with renewal certificates of insurance or binders within seven (7) days before or after such expiration. Insurance shall be maintained without lapse in coverage during the Term.

- 12.3 Recorded and Secured Interest in Premises and the Customer Facility. At Utility's election, Utility shall be entitled to record in the public records a [memorandum of lease describing its leasehold interest in the Premises][an easement describing its interest in the Premises]. To the extent that either presently or in the future, there is any individual or entity other than Customer and Utility holding any interests in the Premises, Customer and Utility shall enter into a subordination and non-disturbance agreement that secures Utility's interest in the Customer Facility and the Premises in a manner satisfactory to Utility. At Utility's election, Utility may file a Uniform Commercial Code ("UCC") Financing Statement identifying Utility as the owner of the Customer Facility. Customer shall fully cooperate with the UCC filing if pursued by Utility.

- 12.4 Creditworthiness Requirements. Customer shall be responsible for meeting all Creditworthiness Requirements.

ARTICLE 13 OPTION TO PURCHASE THE DER FACILITIES

- 13.1 Option to Purchase. Customer shall have the option to purchase the DER Facilities upon the expiration of term of this Agreement and in accordance with the following terms and conditions (the "Option");

- (a) Customer may purchase the DER Facilities pursuant to the Option;
- (b) Any conveyance made pursuant to the Option shall be made by bill of sale, in the form set forth in Exhibit G, and which shall be delivered by Utility to Customer at the Closing;
- (c) Customer shall exercise the Option, if at all, by giving written notice to Utility, at any time during the term of this Agreement, but, in any event, no later than ninety (90) days before the expiration of this Agreement;
- (d) The purchase price for the Property shall be [] Dollars (\$);

- (e) Each Party shall be responsible for its own closing costs, including attorney's fees, at every level. Customer shall pay all transfer taxes, surtax and similar Taxes due in connection with the conveyance of the Property by Utility to Customer, other than income taxes; and
- (f) Unless otherwise agreed to in writing by the Parties, the closing on the Option shall occur within ninety (90) days after Customer's exercise of the Option (the "Closing").

Instructions: Article 13 is an optional provision and is subject to modification upon mutual agreement of the Parties. If the Parties do not desire to have this Article included in the Agreement, it should be removed in its entirety and replaced with "[Intentionally omitted]."

ARTICLE 14

CONFIDENTIALITY

14.1 Confidentiality.

- (a) A Party may only disclose Confidential Information of the other Party to its directors, officers, employees, agents, subcontractors, or representatives (collectively, "Representatives"), and only to the extent that such Representatives require such Confidential Information in order to carry out such Party's obligations under this Agreement. The Party receiving Confidential Information shall, and shall cause its Representatives to use such Confidential Information solely for the limited purpose of performing its obligations under this Agreement and not for its or their own benefit, and to keep confidential and not disclose the Confidential Information. Each Party agrees to use the same degree of care with the other Party's Confidential Information that such Party uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information of the other Party. Each Party shall cause each of its Representatives to become familiar with and abide by the terms of this Agreement. Each party shall be responsible for any breach of this Agreement by its Representatives.
- (b) Notwithstanding Section 14.1, a Party may disclose the Confidential Information of the other Party in the event, but only to the extent, that, based upon the reasonable advice of counsel, such Party is required to do so by the disclosure requirements of any Applicable Laws. Before making or permitting any such disclosure, such Party shall provide the other Party with prompt written notice of any such requirement so that the Party seeking to prevent disclosure (with the other Party's assistance, at the expense of the Party seeking to prevent disclosure) may seek a protective order or other appropriate remedy. Notwithstanding anything to the contrary set forth herein, Utility may, without providing notice thereof to Customer, disclose Confidential Information to regulatory agencies with jurisdiction over Utility, including the CPUC and the Federal Energy Regulatory Commission.
- (c) The confidentiality provisions set forth in this Agreement shall remain in full force and effect with respect to specific Confidential Information until the later of the end of the term of this Agreement or the date that is five (5) years after the date of disclosure of such Confidential Information.
- (d) The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Agreement and the obligations of each Party are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Agreement by either Party, the other Party shall be entitled to seek an injunction preventing such breach. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to the Parties under any Applicable Law.

ARTICLE 15 FORCE MAJEURE

- 15.1 Force Majeure. A Party shall promptly notify the other Party in writing of any delay or anticipated delay in that Party's ability to perform its obligations under this Agreement due to the occurrence of events of Force Majeure and the reason for and anticipated length of such delay.
- 15.2 Excuse of Performance. If, because of an occurrence of an event of Force Majeure, either Party is unable to perform its obligations under this Agreement (other than payment obligations), the affected Party shall be excused from whatever performance is affected by the event of Force Majeure to the extent so affected, *provided that* the suspension of performance is of no greater scope and of no longer duration than is required by the event of Force Majeure and the affected Party shall use commercially reasonable efforts to mitigate damages.
- 15.3 Termination Due to Force Majeure. In the event a Party's performance of obligations hereunder (other than payment obligations) is prevented by an event of Force Majeure for a period of more than one hundred twenty (120) days, the unaffected Party may elect to terminate this Agreement. In such case, if the terminating Party is Utility, following such termination, Customer shall be liable for the Termination by Utility Payment.

ARTICLE 16 TAXES

- 16.1 Utility Tax Obligations. Utility assumes the benefit of any tax credits related to the DER Facilities and exclusive liability for and shall pay before delinquency any and all Taxes imposed on, or with respect to, or measured by, the materials, supplies or labor furnished hereunder, or the wages, salaries or other remunerations paid to individuals employed in connection with the performance of the DER Services. Utility agrees to comply with all applicable laws and regulations setting forth withholding requirements for Taxes and unemployment and disability insurance premiums applicable to its employees and independent contractors (collectively, the "Withholding Requirements"). Utility also agrees to secure the agreement of each of its subcontractors and agents to comply with all Withholding Requirements applicable to such subcontractor's and agent's employees.
- 16.2 Customer Obligations. Customer assumes exclusive liability for and shall pay before delinquency for (i) any and all increased real property or other applicable Taxes it may be subject to as a result of the ownership and operation of the Premises, including the Customer Facility, and (ii) any and all sales Taxes imposed on, or with respect to, the DER Facilities.

ARTICLE 17 RELATED AGREEMENT

Any violation of the terms of the Tariff [or the Lease] shall constitute a default under this Agreement. Any notice of default given under [the Lease,] this Agreement, or the Tariff shall be deemed to have also been given under the other agreements. Any cure periods under such agreements for any act or omission that constitutes a default shall run concurrently. [This Agreement and the Lease are indivisible for purposes of section 365 of the Bankruptcy Code. In the event that any part of this Agreement or the Lease is assumed or assigned pursuant to section 365, the other parts of this Agreement and the Lease shall similarly be assumed or assigned.]

ARTICLE 18 DEFAULT

- 18.1 Customer Default. At any time during the term of this Agreement, if Customer (a) abandons the Premises, (b) tampers with or otherwise affects the operations of the DER Facilities, (c) creates a condition at the Premises that poses a risk to health or safety, (d) fails to pay the Services Fee, (e) files a petition or

otherwise commences a proceeding or case under bankruptcy, or becomes bankrupt or insolvent, (f) is unable to pay its debts as they fall due, or has a receiver, custodian, trustee, or similar official appointed with respect to it or substantially all of its assets, or (g) violates or fails to perform any material provision of this Agreement, including if any representation or warranty made by Customer herein was materially false or misleading when made, and, in each case, Customer fails to cure such event of default within sixty (60) days (or, with respect to Section 18.1(d), within seven (7) days) after written notice from Utility (each, a “Customer Event of Default”), Utility may notify Customer and exercise its rights under Section 19.1.

- 18.2 Utility Event of Default. At any time during the term of this Agreement, if Utility violates or fails to perform any material provision of this Agreement, including if any representation or warranty made by Utility herein was materially false or misleading when made (“Utility Event of Default”), and Utility fails to cure such event of default within sixty (60) days after written notice from Customer, Customer may notify Utility and exercise its rights under Section 19.2.

ARTICLE 19 REMEDIES

- 19.1 Utility Remedies. In the event of a Customer Event of Default, or in the event of a Latent Site Defect that cannot reasonably be remedied by a Change in Services and subject to Section 19.3, Utility shall have the following non-exclusive rights and remedies, which Utility may exercise in its sole discretion:

- (a) To suspend performance of the DER Services until Customer cures such Customer Event of Default or removes the Latent Site Defect, in which event Customer shall be liable for all additional costs and expenses incurred by Utility arising out of such suspension;
- (b) To terminate this Agreement, in which event Customer shall be liable for all of Utility’s unrecovered Capital Charge and other ownership costs and including any costs resulting from early termination provisions in Utility’s subcontracts (“Termination by Utility Payment”); or
- (c) To avail itself of any equitable remedy to enforce the obligations of Customer under this Agreement.

- 19.2 Customer Remedies. In the event of a Utility Event of Default that is uncured by Utility following notice from Customer as required by Section 18.2, Customer shall have the right to terminate this Agreement, in which case Utility, as its sole liability and Customer’s sole remedy, shall be responsible for the removal of the DER Facilities and restoration of the Customer Facility and the Premises to a condition similar to that which existed before the construction or installation of the DER Facilities.

- 19.3 Limitation of Remedies. Except as set forth as a specific remedy hereunder, each Party waives any and all Consequential Damages from the other Party that may result from a breach of this Agreement by such other Party. Except as expressly limited by the terms of this Agreement, the Parties shall have all remedies, at law or equity, for any cause of action based on or arising out of this Agreement.

ARTICLE 20 INDEMNIFICATION

- 20.1 Indemnification.

- (a) Utility Indemnification. Utility shall indemnify, defend, and hold Customer and its affiliates, and their respective shareholders, officers, directors, employees, agents, contractors and subcontractors harmless from any and all liabilities, damages, fines, penalties, costs, claims, interest and expenses (including costs of defense, settlement, and reasonable attorney fees) that arise from third party claims, allegations, suits and causes of action for losses, penalties, judgments, awards, or damages of any kind to the extent such claims, allegations, suits and causes of action arise out of (i) the negligence or willful misconduct of Utility or its employees, agents, contractors and subcontractors, or intentional act of Utility or its

employees, agents, contractors and subcontractors, or (ii) violations of any Applicable Law by Utility or its agents or subcontractors; except to the extent any such claim, allegation, suit, cause of action, loss, penalty, judgment, or award for damages arises from the breach of this Agreement by, or the negligence, intentional misconduct or other fault of, Customer.

(b) Customer Indemnification. Customer shall indemnify, defend, and hold Utility and its shareholders, officers, directors, employees, agents, contractors and subcontractors harmless from and against any and all liabilities, damages, fines, penalties, costs, claims, interest and expenses (including costs of defense, settlement, and reasonable attorney fees) that arise from third party claims, allegations, suits and causes of action for losses, penalties, judgments, awards, or damages of any kind to the extent such claims, allegations, suits and causes of action arise out of (i) Customer's breach of this Agreement or any representation or warranty made in this Agreement, (ii) entries upon, occupancy, use, operation, alteration, maintenance, repair or other activities on or about the DER Facilities by Customer or its employees, agents, contractors, or subcontractors, (iii) the negligence or willful misconduct of Customer or its employees, agents, contractors and subcontractors, or the intentional acts of Customer or its employees, agents, contractors and subcontractors, or (iv) violations of any Applicable Law by Customer or its agents or contractors; except to the extent any such claim, allegation, suit, cause of action, loss, penalty, judgment, or award for damages arises from the breach of this Agreement by, or the negligence, intentional misconduct or other fault of, Utility. Notwithstanding any other provision in this Agreement, Utility shall not be liable to Customer for any loss or damage to individuals or property arising from Customer's entries upon, occupancy, use, operation, alteration, maintenance, repair or other activities on or about the Customer Facility or from any damage caused by fire or other casualty or by any individual or entity not employed or controlled by Utility, or as the result of any existing or future condition of the Customer Facility.

(c) Survival. The provisions of Article 20 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 21 HAZARDOUS SUBSTANCES

21.1 Definition of Hazardous Substances. "Hazardous Substances" for purposes of this Agreement shall be interpreted broadly to include any material or substance that is defined, regulated, or classified under any Environmental Law or other Applicable Law and the regulations promulgated thereunder as (a) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(a)(14), as now or hereafter amended; (b) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5), 6921; (c) toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1); (d) a "hazardous air pollutant" under section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (e) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (f) presenting a risk to human health or the environment. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities and specifically includes asbestos, polychlorinated biphenyls, radioactive materials (including radon and naturally occurring radio nuclides) natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives and urea formaldehyde.

21.2 Customer's Representation and Warranty. Customer warrants and represents to Utility that the Customer Facility and the Premises do not contain any Hazardous Substances and that, to the best of Customer's knowledge, Customer and its predecessors and their respective agents or employees have not caused or

permitted any such Hazardous Substances to be released, discharged or deposited onto or in the vicinity of the Premises. Customer warrants and represents further that (a) to the best of Customer's knowledge Customer or the Customer Facility and Premises are not subject to any existing, pending or threatened investigation by any Governmental Authority under any applicable federal, state or local law, regulation or ordinance pertaining to soil, groundwater, air and water quality, the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances, air emissions and other environmental matters (collectively, "Environmental Laws"), (b) to the best of Customer's knowledge any handling, transportation, storage, treatment or use of Hazardous Substances that has occurred on the Customer Facility and Premises has been in compliance with all Environmental Laws, and (c) to the best of Customer's knowledge, the Customer Facility and Premises, the soil, groundwater, air and water are free of the deposit of Hazardous Substances during the time Customer has owned the Facility and Premises. "Best of Customer's knowledge" is actual knowledge of Customer's managerial level employees and information acquired through any source including environmental reports and analyses, all as it relates to environmental matters.

21.3 Customer's Covenant. Customer shall be responsible at its expense for conducting any clean-up, repair or other work in response to any Hazardous Substances to the extent the Hazardous Substances were accepted by or introduced by Customer or parties claiming under Customer, its agents or contractors on the Premises, the Customer Facility, the DER Facilities, and any surrounding areas ("Remedial Work"). Customer shall perform all Remedial Work in accordance with all Applicable Laws in order to obtain a "No Further Action" determination from the applicable Governmental Authority, to the extent such determination is necessary. Customer shall provide fifteen (15) days' advance written notice to the Utility Representative of any Remedial Work to be performed on the DER Facilities, the Premises, or the Customer Facility ("Work Notice"), except in the event of an emergency in which case Customer shall proceed without a Work Notice to abate the release and shall provide the Utility Representative with a Work Notice as soon thereafter as practicable. Said Work Notice shall describe the anticipated start and completion dates of Remedial Work, the work to be performed including the cleanup action plan, and the identity of the proposed contractor. The Utility Representative shall respond in writing to the Work Notice within fifteen (15) days of receipt. Utility's failure to respond within such fifteen (15) day period shall be deemed approval of the Work Notice but only in the event that Customer has obtained written proof that the Work Notice was actually received by the Utility Representative. Unless otherwise agreed to by the Utility Representative, Customer shall be responsible for restoring the DER Facilities to substantially the condition it was in before the commencement of the Remedial Work. Customer shall timely provide the Utility Representative with all monitoring, status, or other reports submitted in furtherance of obtaining a "No Further Action" determination. Customer shall conduct any such Remedial Work not located at the Premises pursuant to a commercially reasonable license agreement.

21.4 Survival. The provisions of Article 21 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 22 DISPUTE RESOLUTION

22.1 Dispute Resolution. All claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, including contract, tort, property, statutory, or common law claims ("Disputes") shall be addressed and resolved as follows:

(a) Negotiation. The resolution of the Dispute shall first be negotiated in good faith by the Parties.

(b) Mediation. If the Parties are unable to resolve a Dispute through negotiation, the Parties shall first try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Arbitration Rules and Mediation Procedures, or through private mediation upon agreement of the Parties. The mediator's fees and costs shall be paid equally by the Parties. Any and all mediations arising out of or relating to this Agreement shall include, by consolidation or joinder, any other individual or entity not a party to this Agreement that is substantially involved in a common issue of

law or fact and whose involvement in the consolidated mediation is necessary to achieve a final resolution of a matter in controversy therein. The Parties' obligation to mediate shall be specifically enforceable by any court with jurisdiction thereof.

- (c) Litigation. If the Parties do not settle the Dispute through mediation within forty-five (45) days of the written notice to the other Party requesting mediation, then either Party shall have the right to pursue litigation as provided for herein. In the event of any litigation to enforce or interpret any terms of this Agreement, unless the Parties agree in writing otherwise, such action shall be brought in a Superior Court of the State of California located in the County of Los Angeles (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the Central District of California), and the Parties hereby submit to the exclusive jurisdiction of said courts. In any action in litigation to enforce or interpret any of the terms of this Agreement, the prevailing Party shall be entitled to recover from the unsuccessful Party all costs, expenses (including expert testimony), and reasonable attorneys fees (including fees and disbursements of in-house and outside counsel) incurred therein by the prevailing Party.

ARTICLE 23 MISCELLANEOUS

- 23.1 Integration. This Agreement shall completely and fully supersede all prior undertakings or agreements, both oral and written, between Customer and Utility relating to the subject matter of this Agreement. This Agreement (including the Tariff and the Exhibits) are intended to be read together, and shall be given full force to the maximum extent practicable. In the event of any conflict between this Distributed Energy Resources Services Agreement (including its Exhibits) and the Tariff, the Tariff at the time of interpretation shall control, regardless of whether there is a similar provision herein.
- 23.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
- 23.3 Waiver. No provisions of this Agreement may be waived except in writing by the waiving Party. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or different nature.
- 23.4 No Benefits to Outside Parties. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any party other than Customer and Utility any right, remedy, or claim under or by reason of this Agreement; and the covenants and agreements contained herein are and shall be for the sole and exclusive benefit of the Parties and their successors and assigns.
- 23.5 Binding on Successors. Subject to any restrictions upon assignments, this Agreement shall inure to the benefit of, and shall be binding upon, Customer, Utility, and their respective successors and assigns.
- 23.6 Construction. All references herein to any (i) agreement, law, or tariff shall be to such agreement, law, or tariff as amended, supplemented or modified from time to time, and (ii) Governmental Authority or other organization, shall be to any successor of such Governmental Authority or other organization. The words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement. The singular shall include the plural and the masculine shall include the feminine and neuter and vice versa. "Includes" or "including" shall mean "including, without limitation." The word "or" when used in this Agreement includes the meaning "or" unless the context unambiguously dictates otherwise. THE PARTIES HEREBY AGREE THAT NO TRADE USAGE, PRIOR COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE A PART OF THIS AGREEMENT OR SHALL BE USED IN THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT.

- 23.7 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 23.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, an Adobe Acrobat file or by other electronic means constitutes effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or by other electronic means will be deemed to be their original signatures for all purposes.
- 23.9 Subcontracting. Utility shall be authorized to subcontract its duties and obligations established by this Agreement. Notwithstanding any subcontract, Utility shall not be relieved from fulfilling any provisions of this Agreement, and Utility will be fully responsible for the acts and omissions of its respective subcontractors and of individuals and entities either directly or indirectly employed by such subcontractors.
- 23.10 Assignment. This Agreement is personal to the Parties and shall not be transferable or assignable without the written consent of both Parties. Any direct or indirect change of control of a Party (whether voluntary or by operation of law) will be deemed an assignment and will require the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 23.11 Survival. The rights and obligations that are intended to survive a termination of this Agreement are all of those rights and obligations that this Agreement expressly provides survive any such termination and those that arise from each Party's covenants, agreements, representations, and warranties applicable to, or to be performed at or during any time before or as a result of the termination of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its authorized representative as of the Effective Date.

SOUTHERN CALIFORNIA GAS COMPANY

[INSERT CUSTOMER'S LEGAL NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A
**Description and Location of the Premises
and the DER Facilities**

1. DER Facilities Description. *[Provide a detailed description of the DER Facilities, including a description of the type of facility, any equipment, metering, systems, control systems and features, nameplate, related pipelines and other appurtenances. Refer to Feasibility Analysis as necessary. Identify the DER Receipt Point and DER Point of Service Delivery (each as defined in the Tariff).]*
2. Location of the Premises and the DER Facilities. *[Provide a legal description of the Premises, including a map of the Premises showing where the DER Facilities will be located, as well as areas for deliveries, lay down and storage.]*

Exhibit B
Safety and Security Requirements

Instructions: Customer will be required to comply with Utility's standard safety and security requirements and policies, which may be included in this Exhibit B, as well as any other safety and security requirements to be included in this Exhibit B that are reasonable or necessary given, among other things, the type of DER Facilities, location of the Premises and the Customer Facility, the scope of services.

Exhibit C
Easement or Lease Agreement

Instructions: As applicable, the Easement or Lease Agreement shall be mutually agreed to by the Parties at the time of execution of this Agreement.

Exhibit D
Feasibility Analysis

[See attached.]

Exhibit E
Statement of Services and Performance Requirements

1. Utility shall plan, design, procure, install, construct, engineer, own, operate, and maintain the DER Facilities. Utility shall be responsible for:
 - a. The operation of the DER Facilities and performance of all maintenance for the DER Facilities consistent with the manufacturer's recommendations and the Regulatory Requirements. The DER Facilities' operation and maintenance activities include, but are not limited to, the following: preventative maintenance, corrective maintenance, spare parts and consumables inventory tracking, on-call support, media change-out and disposal, process control and data monitoring, collection, storage and reporting.
 - b. Meeting the following Performance Requirements: **[TBD]**

Instructions: This Exhibit may be revised to include any additional or more detailed statement of DER Services and Performance Requirements mutually agreed upon by the Parties.

Exhibit F
Services Fee

The Services Fee shall consist of the components as specified below.

	Annual				Monthly
	Capital Charge	O&M Charge	[Insert additional charges or costs, if any]	Services Fee	Services Fee
Year 1					
Year 2					
Year 3					
Year 4					
Year 5					
Year 6					
Year 7					
Year 8					
Year 9					
Year 10					
Year xx**					

Instructions: If necessary for the specific DER Facilities or the contemplated transaction, include any additional or more detailed information regarding Services Fee, which may include a calculation or description of how the O&M Charge is determined, as well as a calculation or description of any other charge or cost mutually agreed to by the Parties.

Exhibit G
Bill of Sale

Instructions: If applicable, the form of the Bill of Sale shall be mutually agreed to by the Parties at the time of execution of this Agreement.

APPENDIX D

Competitively Neutral Material

Distributed Energy Resources Services Tariff Webpage Language

SoCalGas proposes to modify the SoCalGas website by adding a new webpage entitled “Distributed Energy Resources Services Tariff” that contains the following language:

The SoCalGas Distributed Energy Resources Services Tariff, GO-DERS, is an optional tariff service for customers that allows SoCalGas to plan, design, procure, construct, own, operate, and maintain distributed energy equipment on customer premises. The distributed energy facility will be designed to meet requirements as requested by the customer and agreed to by SoCalGas. Examples of customer end-use applications that can be served by the Distributed Energy Resources Services Tariff include Combine Heat and Power (CHP), Waste Heat to Power (WHP), fuel cells, and mechanical drive systems.

Non-utility service providers may offer services that are the same or similar to the Distributed Energy Resources Services Tariff and customers are encouraged to explore these service options. To assist customers in understanding all of their service options, SoCalGas has provided a link to the Department of Energy’s Qualified List of Energy Service Companies which have been qualified by a qualification review board comprised of Department of Energy staff.

Customers interested in the Distributed Energy Resources Services Tariff should be aware of the following:

- The Distributed Energy Resources Services Tariff is a fully elective, optional, non-discriminatory tariff service that is neither tied to any other tariff or non-tariff services the customer may receive from SoCalGas nor will it change the manner in which these services are delivered. As an example, requests for natural gas service are processed on a “first come, first served” basis for all customers, including customers that elect to take the Distributed Energy Resources Services Tariff and customers that do not.
- Any agreement to provide service under the Distributed Energy Resources Services Tariff is at SoCalGas’ discretion and will depend on non-discriminatory factors such as safety, system capacity, SoCalGas resource availability, technical feasibility, and acceptability of commercial terms.
- SoCalGas will not engage in any activities down-stream of the point of service delivery where energy outputs are delivered to the customer. In particular, any activities regarding the use of energy outputs are the responsibility of the tariff customer.

*Provided for information purposes only. There are numerous qualified non-utility providers of products and services needed for the construction and operation of distributed energy facilities, but Southern California Gas Company does not recommend or endorse the products or services of any particular party listed herein, or represent that the particular products or services are fit for

any particular purpose or use. By publishing this list, the Southern California Gas Company is not acting in an advisory capacity and does not assume any responsibility for use of the list by customers. Although commercially reasonable efforts are used in posting this list, no representation is made that it is complete or free from error. Related information is posted at www.socalgas.com. Vendors are listed alphabetically and the order of listing implies no preference.¹

¹ The text “Department of Energy’s Qualified List of Energy Service Companies” will contain a hyperlink to an Adobe Acrobat file (http://energy.gov/sites/prod/files/2014/06/f16/doe_ql.pdf) containing the list of suppliers referenced. The text “G-DER” will contain a hyperlink to the new tariff sheet for the “Distributed Energy Resources Services Tariff”.

Competitively Neutral Script

In response to customer inquiries regarding the Distributed Energy Resources Services Tariff, SoCalGas will use the following competitively neutral script to respond to customer questions:

Customer Question: What is the Distributed Energy Resources Services Tariff?

SoCalGas Response: The Distributed Energy Resources Services Tariff is an optional tariff service for customers that allows SoCalGas to plan, design, procure, construct, own, operate, and/or maintain distributed energy equipment on or adjacent to customer premises to satisfy onsite energy requirements as requested by the customer and agreed to by SoCalGas. Non-utility service providers may offer services that are the same or similar to the Distributed Energy Resources Services Tariff and customers are encouraged to explore these service options. To assist customers in understanding all of their service options, SoCalGas maintains and provides customers with a list of non-utility service providers.

Customer Question: What are some examples of end-use applications that would use this tariff?

SoCalGas Response: Examples of customer end-use applications that can be served by the Distributed Energy Resources Services Tariff include Combine Heat and Power (CHP), Waste Heat to Power (WHP), fuel cells, and mechanical drives.

Customer Question: Is the Distributed Energy Resources Services Tariff mandatory if customers want to have a distributed energy system?

SoCalGas Response: No. Customers may elect to install and maintain their own distributed energy equipment or engage a third party to install and maintain their distributed energy equipment rather than take the Distributed Energy Resources Services Tariff from SoCalGas.

Customer Question: Does enrollment in this tariff result in any preferential treatment when it comes to getting gas service?

SoCalGas Response: No. The Distributed Energy Resources Services Tariff is a fully elective, optional, non-discriminatory tariff service that is neither tied to any other tariff or non-tariff services the customer may receive from SoCalGas nor will it change the manner in which these services are delivered. As an example, requests for natural gas service are processed on a “first come, first served” basis for all customers, including customers that elect to take the Distributed Energy Resources Services Tariff and customers that do not.

Customer Question: Can anyone receive service under the Distributed Energy Resources Services Tariff?

SoCalGas Response: The Distributed Energy Resources Services Tariff is not restricted to a particular customer class. Any agreement to provide service under the Distributed Energy Resources Services Tariff is at SoCalGas' discretion and will depend on nondiscriminatory factors such as safety, system capacity, SoCalGas resource availability, technical feasibility, and acceptability of commercial terms.

Customer Question: Under this service, would SoCalGas be responsible for all equipment connected to the distributed energy facilities?

SoCalGas Response: No, this service will not cover any activities upstream of the Distributed Energy Resources Services Tariff Receipt Point where fuel is delivered to the distributed energy system or downstream of the DER Point of Service Delivery where energy outputs are delivered to the customer.

PROPOSAL FOR A DISTRIBUTED ENERGY RESOURCES TARIFF SERVICE REPORTING MECHANISM

Upon approval of the Distributed Energy Resources Services Tariff (DER), SoCalGas proposes to initiate a semi-annual reporting and certification process to verify provision of new service on a non-discriminatory basis. Each semi-annual report will contain:


1. Cycle time statistics for distributed energy projects, divided into subsets for DER tariff and non-DER tariff projects, with analysis and explanation of significant variances from the average completion time (with supporting documentation as needed).
2. Customer certification forms from each DER customer verifying their awareness that the DER tariff is an optional tariff, that taking service under DER provides no preference in the provision of any service from SoCalGas, that they are aware that the same or similar services as the DER tariff may be provided by others and that they have received a list of such providers. A sample certification is attached.
3. SoCalGas management certification forms signed by responsible SoCalGas management stating there has been no preference shown to any DER project in the provision of gas service by SoCalGas. A sample certification is attached.

Any confidential customer information (such as customer certifications) or project documentation containing customer identifying information will be provided to the Commission on a confidential basis. A non-confidential version of the report will be made available to all interested parties via the SoCalGas web site.

SoCalGas proposes the following standard content for the semi-annual report:

1. A cover page with narrative summary
2. Cycle times for any key processes related to distributed energy projects receiving gas service for the reporting period, divided into subsets for DER tariff and non-DER tariff projects
3. DER customer certifications
4. SoCalGas Management certification



A  Semptra EnergySM company

***Distributed Energy
Resources Services
Tariff Customer
Certification***

Please Print or Type

Customer Name: _____

Service Address: _____

(Street)

(City)

(Zip Code)

Customer Contact Name: _____ Telephone: _____

I hereby certify that I have been informed by representatives of SoCalGas that the SoCalGas GO-DERS Distributed Energy Resources Services Tariff is an optional service, that other third-party suppliers may offer similar services, and that I have received a copy of the SoCalGas Supplier Directory that lists other third-party suppliers.

I understand that whether or not I elect to take service under the SoCalGas GO-DERS Distributed Energy Resources Services Tariff, all SoCalGas services are provided on a nondiscriminatory basis and no preference will be given to SoCalGas GO-DERS Distributed Energy Resources Services customers in the provision of utility services.

Authorized Signature of Customer of Record Executed this _____ day of _____, _____
Month Year

Print Name Title

Form XXX (Rev. XXX)



A  Sempira Energy company

***Distributed Energy
Resources Services Tariff
Management Certification***

I hereby certify that the semi-annual report generated in compliance with the SoCalGas GO-DERS Distributed Energy Resources Services Tariff is accurate.

Further, I hereby certify that all SoCalGas services, provided by SoCalGas representatives at my direction, have been provided on a nondiscriminatory basis and that no preference has been given to SoCalGas GO-DERS Distributed Energy Resources Services Tariff customers in the provision of utility services.

Reporting Period:

Start Date

to

End Date

Signature of Responsible Manager

Executed this _____ day of _____, _____
Month Year

Print Name

Title

Form XXX (Rev. XXX)