



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

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Order Instituting Rulemaking to Adopt
Biomethane Standards and Requirements,
Pipeline Open Access Rules, and Related
Enforcement Provisions.

R.13-02-008
(Filed February 13, 2013)

**JOINT UTILITIES RENEWABLE GAS INTERCONNECTION AGREEMENTS OF
PACIFIC GAS AND ELECTRIC COMPANY (U 39 G), SOUTHWEST GAS
CORPORATION (U 905 G), SOUTHERN CALIFORNIA GAS COMPANY (U 904 G),
AND SAN DIEGO GAS & ELECTRIC COMPANY (U 902 G)**

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TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	2
II. OVERVIEW OF PROPOSED JOINT UTILITIES RENEWABLE GAS INTERCONNECTION AGREEMENTS	3
A. Fact Sheet.....	3
B. Services Agreement and Attachments	3
C. RG Interconnection and Operating Agreement and Exhibits	4
D. Agreement to Transfer Ownership.....	6
E. Balancing Agreements	6
F. Data Access Agreement.....	6
III. INTERIM INTERCONNECTION AND OPERATING AGREEMENTS	7
IV. DISCUSSION OF OTHER ITEMS.....	8
V. CONCLUSION.....	9

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Pursuant to the Assigned Commissioner’s Ruling on Joint Motion Regarding Further Procedural Schedule for a Standard Renewable Gas Interconnection Tariff and Agreement dated August 22, 2019 (ACR), and the Assigned Commissioner’s Ruling Extending Deadline for Submitting Joint Utility Interconnection Agreement dated November 1, 2019, Pacific Gas and Electric Company (PG&E), Southwest Gas Corporation (Southwest Gas), Southern California Gas Company (SoCalGas), and San Diego Gas & Electric Company (SDG&E) (collectively, the Joint Utilities and individually, Utility)¹ respectfully submit proposed Renewable Gas Interconnection Agreements, which include the package of forms and agreements necessary to establish a renewable gas (RG) interconnection with each of the Joint Utilities, attached hereto as Attachments A-E.

¹ Pursuant to Rule 1.8(d), SoCalGas and SDG&E have been authorized to file this document on behalf of the Joint Utilities.

I. INTRODUCTION

The Joint Utilities strongly support the California Public Utilities Commission's (CPUC or Commission) efforts to encourage and facilitate the interconnection of RG supplies in California. This effort can help increase the receipt of RG into utility pipelines for transportation and stationary end-uses and is an important step in reducing carbon in the gas system to contribute to achieving California's short-lived climate pollutant and greenhouse gas (GHG) reduction goals.²

With that common goal in mind and pursuant to the Assigned Commissioner's Amended Scoping Memo and Ruling issued July 5, 2018 (Scoping Memo), the Joint Utilities previously filed a draft utility biomethane interconnection tariff and identified utility biomethane interconnection agreement approaches for discussion at a workshop³ held on May 23-24, 2019. On June 28, 2019, the Joint Utilities filed their Motion to Request Further Procedural Schedule for Biomethane Interconnection Tariff and Agreement. On August 22, 2019, the Assigned Commissioner issued the ACR and on October 18, 2019, the Joint Utilities requested additional time to file the interconnection agreement. Pursuant to the ACR, the Joint Utilities filed their proposed RG Interconnection Rule on November 1, 2019. Also on November 1, 2019, the Assigned Commissioner issued a ruling extending the deadline to submit the interconnection agreement to May 1, 2020. A workshop regarding the proposed RG Interconnection Rule was held on November 13, 2019.

² Assembly Bill (AB) 32 (Nunez, Pavley), Senate Bill (SB) 32 (Pavley), AB 1900 (Gatto), AB 2196 (Chesbro), SB 1122 (Rubio), SB 840 (Budget), AB 2313 (Williams), SB 605 (Lara), SB 1383 (Lara), Air Resources Board (*ARB*)'s *Short-Lived Climate Pollutant Reduction Strategy* and *California's 2017 Climate Change Scoping Plan* available at <https://arb.ca.gov/cc/scopingplan/scopingplan.htm>.

³ See Discussion Draft of Joint Utility Biomethane Interconnection Tariff of PG&E, Southwest Gas, SoCalGas, SDG&E and Biomethane Interconnection Agreements for Workshop Discussions (10/3/18).

Since September 2019, the Joint Utilities have been working diligently towards creating a complete and uniform set of documents and agreements to implement RG interconnections. The work of the Joint Utilities has been intensive and time consuming, with conference calls and document review sessions taking place approximately twice per week for about an hour and a half each. The resulting set of documents provide a consistent roadmap for RG developers during the RG interconnection, construction and operation processes. Pursuant to the Assigned Commissioner's November 1, 2019 ruling, the Joint Utilities hereby submit the proposed RG Interconnection Agreements and related documents.

II. OVERVIEW OF PROPOSED JOINT UTILITIES RENEWABLE GAS INTERCONNECTION AGREEMENTS

The following is a summary of the proposed RG Interconnection Agreements.

A. Fact Sheet

The Renewable Gas Interconnect Fact Sheet is the initial document submitted by the RG developer to the Utility. It contains basic information about the RG project including contact information, project location data, start and end dates for commercial operations, project operating profile, maximum and minimum flow, and pressure requirements or limitations. The document also covers raw product gas or feedstock gas source information and the anticipated gas quality by listing gas constituents. Process flow diagrams and a description of the processes and chemicals used to process or treat the gas to remove contaminants are also requested. The Renewable Gas Interconnect Fact Sheet is attached hereto as Attachment A.

B. Services Agreement and Attachments

The Services Agreement allows the RG developer to contract with the Utility to perform services related to the Interconnection Screening Study, Preliminary Engineering Study, Detailed

Engineering Study, and/or Pipeline Blending Exception Study. The Interconnection Screening Study must be performed before the evaluation of the RG interconnection proceeds to a Preliminary or Detailed Engineering Study. In the Services Agreement, the RG developer agrees to compensate the Utility for its services in advance based on the Utility's estimated costs. The RG developer remains liable to pay for the Utility's actual costs in the event they exceed the estimated costs. Because the parties may have access to confidential information and trade/business secrets of the other party, execution of the Confidentiality Agreement attached to the Services Agreement as Attachment B is required. The Services Agreement allows the RG developer to select which services it would like the Utility to perform, and for the Detailed Engineering Study, the RG developer may choose to include long lead material procurement. The Services Agreement is attached hereto as Attachment B.

C. RG Interconnection and Operating Agreement and Exhibits

The RG Interconnection and Operating Agreement (RGIOA) is the operative document that establishes the terms and conditions for construction, installation and operation of the facilities necessary to enable the RG developer to access the Utility's system. The RGIOA does not address transportation services on the Utility system, which are governed under each Utility's tariffs. While the RGIOA does contain language defining key terms, it also refers to the proposed RG Interconnection Rule definitions for other terms. The RG developer is referred to as the "Interconnector" in the RGIOA.

The RGIOA contains provisions allowing the Interconnector to choose a Self-Build Option or to have the Utility design, engineer, acquire permits and rights-of-way, procure equipment and materials, construct, install and commission the facilities connecting to the Utility system. In either event, the Interconnector will pay in advance for the Utility's services and

remains responsible for actual costs. Once facility construction is completed, in accordance with utility tariffs, gas quality sampling will take place prior to release to operations. The Utility retains the right to refuse to accept delivery of RG in the event it does not meet the Utility gas quality specifications, among other reasons. The delivery of RG should be at substantially uniform continuous rates of flow with at least minimum delivery and pressure requirements as reflected in the RGIOA, unless the Utility agrees otherwise. RG deliveries will be metered, and the Utility will maintain and calibrate the meters unless specified otherwise in the RGIOA. The Utility will recover operation and maintenance fees according to each of the Utility's gas rules, tariffs, schedules and ordinary business practices. The RGIOA includes warranty, limitation on liability and indemnification provisions. The Interconnector is required to deliver to the Utility performance assurance in the form of cash or letter of credit. Finally, the RGIOA also addresses how the agreement may be terminated and how any disputes will be resolved.

There are six exhibits to the RGIOA. Exhibit A contains detailed drawings and flow diagrams, along with contact information for the physical operator and operating agent, if different than the Interconnector. Exhibit B is a declaration signed by the Interconnector confirming it has authority and title to transport RG to the Utility system. Exhibit C is the Interconnector nonhazardous source certification for landfill RG sources confirming that the source of the RG is not a hazardous waste facility and, if applicable, eligibility for reduced siloxanes testing for other RG sources. Exhibit D contains invoicing and payment instructions. Exhibit E is a format for work orders providing the scope of work, payment and additional information or requirements. Exhibit F is used in the event the Interconnector selects the Self-Build Option for construction of the interconnection facilities. The Interconnector must use Utility-approved contractors and materials and all work is subject to inspection and acceptance

by the Utility. Warranty, indemnification and insurance requirements are also contained in Exhibit F. The RGIOA is attached hereto as Attachment C.

D. Agreement to Transfer Ownership

The Agreement to Transfer Ownership applies when the Interconnector elects the Self-Build Option. Upon final acceptance by the Utility, Interconnector-designed and constructed facilities will be owned by the Utility. It contains provisions for transferring pipes, valves, fittings, regulators, meters and other associated equipment to the Utility, free of liens and encumbrances, along with necessary rights-of-way and other permits. The Agreement to Transfer Ownership is attached hereto as Attachment D.

E. Balancing Agreements

While balancing agreements to address differences between the amount of RG scheduled versus the amount delivered were not developed by the Joint Utilities as part of this process, the Joint Utilities want to highlight the importance of operational balancing agreements for RG interconnections. Because each Utility has unique pipeline and storage assets, information technology infrastructure to manage imbalances, and other stakeholders that use the same assets, each Utility has its own form of balancing agreement. Therefore, the Interconnector will need to execute a balancing agreement specific to the RG interconnection. As provided in the RGIOA, in the event there is no balancing agreement in effect or if there is noncompliance with its terms, the RG deliveries may be suspended or RGIOA terminated.

F. Data Access Agreement

In the event the Interconnector would like to receive temperature and pressure corrected gas delivery data and gas composition data for the RG delivered to the Utility, the Data Access

Agreement would be executed. The Data Access Agreement contains the terms and conditions for allowing the Interconnector to connect to a data reporting device at the Interconnector's expense. The Utility does not make any representation or warranty as to the availability or quality of the data, and the Interconnector provides indemnity for its use. The Data Access Agreement is attached hereto as Attachment E.

III. INTERIM INTERCONNECTION AND OPERATING AGREEMENTS

It is unclear when the Commission intends to adopt the proposed RG Interconnection Rule (i.e., before or concurrently with the RG Interconnection Agreements). Should the Commission decide to adopt the RG Interconnection Rule prior to adopting the RG Interconnection Agreements, the Joint Utilities propose the following:

SoCalGas and SDG&E would in the interim use their existing CPUC approved form interconnection, operating, and balancing agreements with RG interconnectors as described in the Joint Utilities' pleading filed on November 1, 2019, for the proposed RG Interconnection Rule, except as modified for SoCalGas in the Energy Division's approval of Advice Letter No. 5570-G.

However, unlike SoCalGas and SDG&E, PG&E and Southwest Gas do not have an existing CPUC approved form interconnection and operating agreement for RG interconnectors. PG&E and Southwest Gas will use the proposed RGIOA and related agreements within this filing⁴ with a cover letter to each RG interconnector that would include the following language:

⁴ This interim approach for PG&E and Southwest Gas RG interconnections is an update to the approach outlined in the Joint Utilities' filing on November 1, 2019 submitting the proposed Joint Utilities Renewable Gas Interconnection Rule, in which PG&E indicated that it would "perform interconnection-related work subject to (i) the standard 'Agreement to Perform Tariff Schedule Related Work' (Form 62-4527), which contains a brief description of the work to be performed by PG&E, an engineering advance funding amount, and payment terms; (ii) the California Biomethane Interconnection and Operating Agreement (CBIOA) or the California Municipal Interconnection and Operating Agreement (CMBIOA)

“To the extent the CPUC approves a joint utility RGIOA in the Biomethane OIR proceeding (R.13-02-008), the Utility will terminate this interim RGIOA [add reference #] and work with xxxxx to execute the final, CPUC-approved RGIOA. Termination of the interim RGIOA will be appropriate under Section 15(a)(i)(S) which allows for termination of the RGIOA if there is a change in Regulations materially affecting the performance under the RGIOA. The Utility believes that a CPUC Resolution modifying the RGIOA would materially affect its performance under the agreement, so that termination would be appropriate.”

IV. DISCUSSION OF OTHER ITEMS

The Joint Utilities currently have different Operation and Maintenance (O&M) cost recovery mechanisms established through different regulatory proceedings. Changes to a standardized recovery for RG interconnections would require changes to existing authorized recovery mechanisms. At this time, no changes are requested by the Joint Utilities.

The proposed RG Interconnection Rule may need to be updated or corrected to align with any changes to the RGIOA. Moreover, the Joint Utilities anticipate that additional changes to the RG Interconnection Rule and RGIOA may be identified through Phase 4 of this proceeding.

that allow for the delivery of RG onto the PG&E system; and (iii) the California Production Balancing Agreement (Form 79-944) and other necessary agreements prior to final interconnection and gas flow.” (p. 4). Both the CBIOA (PG&E Advice 3946-G-A) and CPIOA (PG&E Advice 3050-G-A) were rejected without prejudice by the Energy Division on June 5, 2019 on the basis that “...the topic of renewable natural gas interconnection is scoped within the open proceeding, [R.13-02-008], and is more appropriately addressed in a formal proceeding.” Southwest Gas stated that it intended to “use a Letter Agreement for RG detailed engineering studies; Construction and Interconnection Agreement; Interconnection Operating Agreement; and a Gas Purchasing Agreement.” Now that the Joint Utilities have developed and filed a proposed RGIOA, PG&E and Southwest Gas intend to use this RGIOA on an interim basis pending Commission approval.

ATTACHMENT A
Renewable Gas Interconnect Fact Sheet

Utility name and logo

Renewable Gas Interconnect Fact Sheet

Contact the Utility for additional information and submit completed forms at the following email address:
[Utility Contact Information]

Please provide the following information regarding your potential project or expansion.

SECTION 1 - PROJECT AND CONTACT INFORMATION

COMPANY NAME: _____

COMPANY TYPE: Corporation Limited Liability Company General Partnership Limited Liability Partnership
 Limited Partnership Government Agency Other

COMPANY MAILING ADDRESS: _____

COMPANY TELEPHONE NUMBER: _____

COMPANY EMAIL ADDRESS: _____

COMPANY WEBSITE: _____

PROJECT NAME: _____

TAX ID: _____

BILLING ADDRESS: _____

CONTACT NAME: _____

CONTACT TITLE: _____

CONTACT TELEPHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

LOCATION OF PROJECT

Street address or intersection of cross-streets, city and county. If in undeveloped territory without streets, section range township, or GPS latitude/longitude coordinates:

ANTICIPATED START DATE, END DATE AND EXPECTED DURATION OF YOUR PROJECT IN YEARS

START DATE of COMMERCIAL OPERATIONS _____

END DATE of COMMERCIAL OPERATIONS: _____

EXPECTED DURATION IN YEARS: _____

FORECASTED OPERATING PROFILE

24 hours/day, 7 days/week 8 hours/day, 5 days/week
 Other, please specify your forecasted working hours and days _____

Is there seasonal operation? Yes No

If yes, please explain: _____

FORECASTED MAXIMUM FLOW

Standard cubic feet per hour compliant gas delivery (Scf/h): _____

FORECASTED MINIMUM FLOW

Standard cubic feet per hour compliant gas delivery (Scf/h): _____

PRESSURE REQUIREMENTS OR LIMITATIONS FOR YOUR FACILITY AND/OR EQUIPMENT

Requirements or limitations in pounds-per-square-inch gauge (psig): _____

Explain the basis for the limitation: _____

None

SOURCE OF GAS SUPPLY

Renewable Gas Yes No

Dry Gas Zone

Oil-associated

Liquefied Natural Gas

Dairy Farm

Waste Water Treatment Plant

Non-Hazardous Land Fill Other

Additional Comments: _____

API Number (If Applicable): _____

Attach Site Drawings and/or Aerial Map of Project Site

SECTION 2 - ANTICIPATED GAS QUALITY

Please provide the list of gas constituents and compositions of the gas prior to gas-processing (raw gas) and after gas-processing (Renewable Gas Rule [XX] compliant gas), if available. Analysis should include all applicable gas quality parameters in Renewable Gas Rule [XX].

Analysis Date:					
List of Gas Constituents					
	Gas Constituent Name	Units	Expected Composition in Raw Gas	Expected Composition in Processed Gas	Notes
1	Methane	mole %			
2	Ethane	mole %			
3	Propane	mole %			
4	i-Butane	mole %			
5	n-Butane	mole %			
6	i-Pentane	mole %			
7	n-Pentane	mole %			
8	Hexane +	mole %			
9	Carbon Dioxide	mole %			
10	Nitrogen	mole %			
11	Oxygen	mole %			
12	Hydrogen Sulfide	ppm _v			
13	Total Inert Compounds	mole %			
14	Heating Value (Gross)	BTU/scf			
15	Wobbe Number				
16	Delivery Temperature	degrees F			
17	Hydrocarbon Dew Point	degrees F			
18	Water Content	lbs/MMscf			
19	Total Sulfur (1)	grains S/100scf (ppm _v)			
20	Mercaptans (2)	ppm _v			
21	Sulfides (3)	ppm _v			
22	Tetrahydrothiophene	ppm _v			
23	Siloxanes	mg Si/m ³			

24	Ammonia	mole %			
25	Hydrogen	mole %			
26	Mercury	mg/m ³			
27	Biologicals (4)	count/scf			
(1) This includes COS and CS ₂ , hydrogen sulfide, mercaptans, and mono di and poly sulfides.					
(2) Speciated, e.g., methy mercaptans, ethyl mercaptans, butyl mercaptans, propyl mercaptans					
(3) Speciated, carbonyl sulfide, dimethyl sulfide, dimethyl disulfide					
(4) APB: Acid-producing Bacteria, SRB: Sulfate-reducing Bacteria, IOB: Iron-oxidizing Bacteria					

Only complete those fields applicable to the source of raw product gas or feedstock gas for the project.

Analysis Date:					
List of Gas Constituents					
	Biogas Source	Gas Constituent Name	Units	Expected Composition in Raw Gas	Expected Composition in Processed Gas
21	Landfill	Arsenic	mg/m ³		
22	Landfill, Publicly Owned Treatment Works (POTW)	p-Dichlorobenzenes	ppm _v		
23	Landfill, Dairy, POTW	Ethylbenzene	ppm _v		
24	Landfill, Dairy	n-Nitroso-di-n-propylamine	ppm _v		
25	Landfill, POTW	Vinyl Chloride	ppm _v		
26	Landfill	Antimony	mg/m ³		
27	Landfill	Copper	mg/m ³		
28	Landfill	Lead	mg/m ³		
29	Landfill	Methacrolein	ppm _v		
30	Landfill, Dairy, POTW	Toluene	ppm _v		

SECTION 3 - RAW PRODUCT GAS OR FEEDSTOCK GAS SURVEY

What is the source of the gas? _____

What is the composition of the source (solids/liquids)? _____

For animal waste gas, what is the animal feed composition and what is applied (hoof and skin conditioning, cleaning), ingested or injected to the animal? Is it consistent or controlled?

What pesticides are used at the facility? _____

What chemicals are used or in contact from collecting, moving and processing of the waste? _____

What are the min/avg/max gas production rates (pre-processed gas) (in thousand standard cubic feet per day (MScf/d))?

PRE-PROCESSED GAS

	MScf/d Minimum	MScf/d Average	MScf/d Maximum
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

How does it vary over time? _____

What are the minimum, average and maximum gas sales rates (processed gas)?

PROCESSED GAS			
	Minimum MScf/d	Average MScf/d	Maximum MScf/d
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

How does it vary over time on a daily or seasonal or ambient condition or other basis, hour by hour?

Is any part of the gas coming from another site? Yes No

If yes, please complete a Biogas Survey for each site.

If yes, list each site and the flow rates (or percentage) of the total at this meter.

Briefly describe the digestion process or attach a copy of the process flow diagram or schematic drawing showing the flow path of the gas generating equipment with the operating conditions (pressure in psig, temperature in degrees Fahrenheit, flow rate in MScf/hour or day).

What chemicals or treatments are added to this process? _____

What process prevents bacteria and pathogens from entering the sales gas stream?

Briefly describe your gas treatment and gas processing or attach a copy of your process flow diagram or schematic drawing showing the flow path of the gas through processing equipment.

		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

Completion of this form does not constitute an agreement to provide services. Neither <Utility's> publication nor verbal representations thereof constitutes any statement, recommendation, endorsement, approval or guaranty (either express or implied) of any product or service. Moreover, <Utility> shall not be responsible for errors or omissions in this publication, for claims or damages relating to the use thereof, even if it has been advised of the possibility of such damages.

ATTACHMENT B

Services Agreement and Attachments

SERVICES AGREEMENT

This SERVICES AGREEMENT (the “Agreement”) is made and entered into as of the latest signature date in the signature block of this Agreement (“Effective Date”) by and between **[Utility]**, a California corporation (“Utility”), and **[Company]** (the “Company”).

RECITALS

WHEREAS, Utility is a public utility regulated by the California Public Utilities Commission (“CPUC”) providing gas service to end-use customers within California.

WHEREAS, the Company is a sponsor of a renewable gas project and/or has an interest in Utility’s ability to receive and redeliver additional renewable gas supplies on its gas utility system.

WHEREAS, the Company desires to explore a Utility interconnection, and the Utility agrees to perform services with respect thereto (the “Services”), all upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

SECTION 1 - SERVICES

1.1. Retention. Company hereby retains Utility to provide the Services, upon the terms and conditions set forth in this Agreement.

1.2. Scope of Services. The Services to be performed by Utility shall consist of the following tasks to this Agreement, including (check all that apply), as detailed in the applicable Attachment:

- Attachment A – Interconnection Screening Study (___),
- Attachment A1 – Preliminary Engineering Study (___),
- Attachment A2 – Detailed Engineering Study with Optional Long Lead Material Procurement (___),
- Attachment – A3 Pipeline Blending Exception Study (___)

Unless Company has in place as of the Effective Date a valid and effective Interconnection Screening Study, the parties must (a) execute, and each party must satisfy its obligations with respect to Attachment A before Company can contract for Attachment A1, and (b) execute Attachment A1 before or concurrent with Company’s contracting for Attachment A2. Further, (x) Company may execute Attachment A3 at any time after the parties have executed an Attachment A providing Company funding for an Interconnector Screening Study consistent with Attachment A3 Services, and (y) the parties must enter into a Confidentiality Agreement, the form of which is attached hereto as Attachment B, prior to Utility performing any Services pursuant to this Agreement. Each Attachment only becomes effective upon execution by both Company and Utility.

No construction work shall be included or done pursuant to this Agreement.

1.3. Term. This Agreement shall be effective on the Effective Date and shall continue in full force and effect until the completion of the all Services selected under Section 1.2 above.

SECTION 2 - COMPENSATION AND EXPENSES

2.1. Compensation. An estimate of Utility's fees and all other applicable costs to be billed by Utility to Company under this Agreement are set forth in each applicable Attachment to this Agreement. In any event, Company shall be liable for the actual costs of the Services, which may be higher than the estimated costs. Actual costs shall include the actual Services rendered and all related costs incurred, and shall include permit or other fees or charges, procurement, indirect costs and overheads, carrying costs, and any related income or other tax liability thereon.

2.2. Payment. Upon execution of this Agreement, Attachment A, and Attachment B (Confidentiality Agreement), Company shall make payment to "[Utility name]" for the Services in the amount specified in Attachment A within thirty (30) days. Upon execution of any additional Attachment (as further described in Section 1.2), Company shall make payment to "[Utility name]" for Services in the amount specified in such Attachment(s) within thirty (30) days. Any amount billed by Utility to Company subsequent to the initial payment shall be paid by Company within twenty (20) days after receipt of Utility's invoice to the address set forth in Section 8 below.

2.3. Change Orders. Any change to the Services shall be in writing (a "Change Order") and signed by Company and Utility. If Company issues any request for a change in the Scope of the Services or the time of completion of the Services beyond those tasks described in the Services and not identified as a Change Order, but which Utility considers to be a Change Order, then Utility shall notify Company in writing and the parties shall mutually decide whether such a change in the Services or the time of completion of the Services constitutes a Change Order, which increases or decreases the Scope of the Services and increases or decreases the cost to Utility of performing the Services. If Utility issues a Change Order that results in an increase or decrease in the cost of the Services, then an adjustment shall be made to the total compensation and/or the time of completion of the Services. All written Change Orders shall become a part of this Agreement. Utility may refrain from any additional work until Company has paid such additional amount as set forth above.

2.4. Payroll Taxes. Social security, federal, and other applicable taxes shall not be withheld from payments made to Utility.

SECTION 3 - INFORMATION AND OWNERSHIP

3.1. Confidential Information. During the term of this Agreement, either party may have access to and become acquainted with confidential information and trade and business secrets of the other. Treatment of this information by both parties is set forth in the Confidentiality Agreement, the form of which is attached hereto and incorporated herein as Attachment B of this Agreement (the "Confidentiality Agreement").

3.2. Ownership and Use; Limits on Liability. Notwithstanding the above, any and all material and information prepared, accumulated or developed by Utility, any subcontractor or their respective employees, including, without limitation, documents, drawings, designs, calculations, maps, plans, workplans, text, filings, estimates, manifests, certificates, books, specifications, sketches, notes, reports, summaries, analyses, data models and samples (hereinafter, collectively "Work Product"), shall remain the property of Utility when prepared or in process, whether or not delivered to Company. Utility hereby grants to Company an unrestricted royalty-free license to use, copy, and distribute any Work Product furnished by Utility to Company under this Agreement, subject to the terms specified in the Confidentiality Agreement. The Work Product provided by Utility hereunder is intended to meet or exceed all generally accepted industry standards for this type of work; however, except as may otherwise be set forth in the applicable Attachment(s), Utility makes no warranty or representation about the fitness, suitability, reliability, availability, timeliness or accuracy of Work Product or Services for any purpose. The Work Product will be done using information and assumptions at one point of time and which are subject to change at any time that could change the results or analysis reflected in Work Product. Estimates of costs may not cover all environmental costs or other unforeseen costs, or costs resulting from changes to laws, rules and regulations governing the Services herein. Therefore, except as may otherwise be set forth in the applicable Attachment(s), Utility does not warrant the Services or Work Product for any use and specifically disclaims any liability for any subsequent use of the Work Product, or any part thereof, by Company. Except as may otherwise be set forth in the applicable Attachment(s), no warranty of any kind is or will be included as part of the Services and all express and implied warranties, including any warranties of merchantability, and/or fitness for a particular purpose are specifically disclaimed. With the exception of claims solely arising from the gross negligence or intentional misconduct by Utility that occurs while performing the Services, Company will not hold Utility liable or responsible in any way for any losses, damages, claims, costs, expenses or other obligations it incurs, or may incur, arising out of or related to Company's use of, or reliance on, any part of the Services, Work Product or other information provided by Utility hereunder.

SECTION 4 - STATUS

The relationship between Utility and Company hereunder is and at all times during the term of this Agreement shall be that of independent entities. Nothing contained in this Agreement shall be construed to create a relationship of principal and agent, employer and employee, partnership or joint venture between the parties.

SECTION 5 - ATTORNEYS' FEES

Should any dispute arise regarding any term or provision of this Agreement or enforcement of any rights hereunder, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid by the losing party to the prevailing party.

SECTION 6 - SUPERVISION AND COORDINATION

During the term of this Agreement, each party shall appoint a representative who will be authorized, empowered and available to act for and on behalf of each to implement the terms and conditions of this Agreement.

SECTION 7 – DISPUTES

Any dispute or need for interpretation arising out of this Agreement which cannot be resolved after a reasonable period of time of good faith negotiation may be submitted to the CPUC for resolution.

SECTION 8 – NOTICES

Any notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly and duly given when delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Company: [Contact Information To Be Supplied]
Mailing Address:

If to Utility: [Contact Information To Be Supplied]
Mailing Address:

In addition to the notice specified above, notice may also be provided by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below, but must be immediately followed up by a written notice delivered pursuant to the first paragraph of this Section 8:

If to Company: [Contact Information To Be Supplied]
Telephone Numbers:
Facsimile:
Email Address:

If to Utility: [Contact Information To Be Supplied]

Telephone Numbers:
Facsimile:
Email Address:

Either party may change the notice information in this Section 8 by giving notice within five (5) business days prior to the effective date of the change.

SECTION 9 - SUCCESSORS AND ASSIGNS

This Agreement may be not be assigned by either party without the written consent of the other party. Consent to assignment will not be unreasonably withheld, conditioned or delayed.

Company shall have the right to assign this Agreement, without the consent of Utility, for collateral security purposes to aid in providing financing its renewable gas project. Company will promptly notify Utility of any such assignment for collateral security purposes. Any assignment for collateral purposes entered into by Company shall require that upon any exercise of remedies by the financing party, the entity substituted for Company shall have an equal or greater credit rating as Company and have the legal authority and operational ability to satisfy the obligations of Company under this Agreement.

Either party shall have the right to assign this Agreement, without the consent of the other Party, when the assignment is to a successor, representative, or assignee which shall succeed by purchase, merger, corporate reorganization/restructuring or consolidation to all or substantially all of the assets of the assigning party.

Assignment shall not relieve the assignor of its obligations under this Agreement for the period before the assignment becomes effective, nor shall the non-assigning party's obligations be enlarged, in whole or in part, by reason of the assignment. At the time the assignment becomes effective, the assignee shall become a party to this Agreement and shall undertake all rights and responsibilities under this Agreement.

Any attempted assignment that violates any of the requirements of this Section 9 is void and ineffective.

SECTION 10 - APPLICABLE LAW

The provisions of this Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to its choice of law provisions.

SECTION 11 – WAIVERS

The failure or delay of either party to exercise or enforce at any time any of the provisions of this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce each and every provision of the Agreement and shall not otherwise affect the validity of this Agreement.

SECTION 12 – SEVERABILITY

If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision shall become inapplicable and shall be deemed omitted from this Agreement. Such determination shall not, however, in any way invalidate the remaining provisions of this Agreement.

SECTION 13 - ENTIRE AGREEMENT AND AMENDMENTS

This Agreement and its Attachments constitute the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes any prior written or oral understanding or agreement between the parties relating to the subject matter hereof. This Agreement shall not be amended, altered, or supplemented

in any way except by an instrument in writing, signed by the duly authorized representative of the parties that expressly references this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of Effective Date.

[Utility name]

[Company name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A – Interconnection Screening Study
Services Agreement between ____ and ____ effective ____

Utility will provide the Company with a report that provides a preliminary non-binding analysis of the nearest Utility pipeline that has Takeaway Capacity to accommodate Company's requested maximum hourly injection volume / flow rate as described below (the "Services").

Utility proposes to analyze the impact on its gas transmission system of receiving _____ thousand Standard cubic feet per day (MScfd) on a ratable 1/24th hourly basis of new supply at _____, California, on a Displacement and/or an Expansion basis.

The findings will not constitute a proposal by Utility. Utility will not have performed a specific site or route evaluation or estimated any costs for the Company's project.

Utility urges the Company to enter into a Preliminary Engineering Study with Utility to develop a preliminary engineering cost estimate for this specific project.

Because of the exclusions and limitations of this initial review, Utility does not recommend that the Company use this screening study for any other purpose, including any substantive planning or other decisions regarding the cost or viability of its project, except to further evaluate site(s) potentially suitable for additional Interconnection Screening Study(ies) and/or Preliminary Engineering Study(ies). Any use by the Company is solely at its own risk and should factor in the above risks and limitations.

A report that summarizes the Utility's assumptions, parameters, limitations and identifies the nearest pipeline that has Takeaway Capacity to accommodate Company's maximum injection volume/flow rate, a preliminary pipeline route and length for interconnection to Utility's pipeline system and the then-current maximum allowable operating pressure and, if available, operating pressures of the existing Utility pipeline system receiving Gas from the Receipt Point will be provided to the Company.

The estimated cost to perform the Services is \$____. Utility will complete the analysis within ____ business days after receipt and Utility posting of Company's payment, if applicable.

Capitalized terms used but not defined in this Attachment have the meaning ascribed to them in Utility's Tariff Rule No. [____].

Accepted and agreed to by their respective authorized representatives:

[Utility name]

[Company name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Preliminary Engineering Study - Attachment A1
Services Agreement effective _____

Utility will provide the Company with a report that provides a Preliminary Engineering Study (“PES”) requested by the Company for construction of necessary facilities as described below (the “Services”) following completion of an Interconnection Screening Study for the same location and less than or equal to the maximum volume / flow rate that will be the basis for this PES.

Utility proposes to analyze the impact on its gas transmission system of receiving _____ minimum, average and maximum, respectively, thousand Standard cubic feet per day (MScfd) on a 1/24th ratable hourly basis of new supply at _____, California, on a () Displacement and/or an () Expansion Receipt Point Capacity basis and identify any system improvements necessary to accept this new supply.

The cost estimate calculated by Utility will include, but not be limited to, land acquisition, site development, right-of-way, metering, gas quality, permitting, regulatory, environmental, unusual construction costs, and, if applicable, operating and maintenance costs for any facility improvements, accurate to +100% / -50% based on a site visit and route evaluation for the Company’s project. The findings and estimate will not constitute a proposal by Utility. Utility will not have performed a specific site or route evaluation for the Company’s project in the development of this estimate. Other service costs associated with construction of the Interconnector’s Facility that are not part of already offered services could include, but not be limited to, engineering, consulting, contracting, construction costs, and environmental studies.

Utility’s construction costs continue to rise with increasing costs of labor and materials. Since the PES is developed using average historical project cost data, it is highly likely that the actual construction costs for the Company’s particular project will vary significantly from the PES. Utility urges the Company to retain the services of a third-party engineering construction firm or enter into a Detailed Engineering Study with Utility to develop a more accurate construction cost estimate for this specific project.

Because of the exclusions and limitations of this initial review, Utility does not recommend that the Company use the PES for any other purpose, including any substantive planning or other decisions regarding the cost or viability of its project, except to further evaluate Company’s project via a Utility Detailed Engineering Study. Any use by the Company is solely at its own risk and should factor in the above risks and limitations.

A report that summarizes the results of Utility’s analyses, identifies the study parameters, assumptions, limitations and the estimated construction costs of any facility improvements, evaluates whether the Interconnection Screening Study identified pipeline system has sufficient physical Takeaway Capacity to safely accommodate Company’s specified maximum volume / flow rate on a ratable 1/24th hourly basis, Utility pipeline routing recommendation using Utility’s rights-of-way, identification of the then current maximum allowable operating pressure and, if available, the operating pressures of the Utility’s receiving pipeline system and potential pipeline route obstructions as determined by the Utility’s physical observations will be provided to the Company.

The estimated cost to perform the Services is \$ _____. Utility will complete the analysis within _____ business days after receipt and Utility posting of payment.

Preliminary Engineering Study - Attachment A1

Services Agreement effective _____

Payment in full of the estimated cost of the Services is required upon execution of an Attachment A1 to proceed with the analysis. The Company will be responsible for the actual costs of the Services; to this end, an invoice or refund will be issued to the Company at the completion of the project for any difference between the actual costs and this estimate.

Capitalized terms used but not defined in this Attachment have the meaning ascribed to them in Utility's Tariff Rule No. [__].

Accepted and agreed to by their respective authorized representatives:

[Utility name]

[Company name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Detailed Engineering Study with Optional Long Lead
Material Procurement - Attachment A2**

Per Company's written request, Utility will provide the Company with a report that provides either a Detailed Engineering Study ("DES") or a Detailed Engineering Study with Long Lead Material Procurement requested by the Company for construction of necessary facilities as described below (the "Services") following completion of or in combination with an Attachment A1 - Preliminary Engineering Study.

Utility proposes to analyze the impact on its gas transmission system of receiving _____ thousand Standard cubic feet per day (MScfd) of new supply at _____, California, on a Displacement and/or an Expansion Receipt Point Capacity basis. Utility's analysis will identify any system improvements necessary to accept this new supply.

A cost estimate for any facility improvements, accurate to +50% / -30%, will be calculated and may also be generated at the following levels of Utility design to lesser accuracy standards, (1) if applicable, at 30% level for long lead material items, (2) 60% level and (3) at Issued for Construction level, based on the Company's estimated completion date.

The findings and estimate will not constitute a proposal by Utility unless and until the Utility and Company enter into a Renewable Gas Interconnection and Operating Agreement to perform the Services herein.

The DES will (1) describe all costs of construction, (2) develop complete engineering construction drawings, (3) prepare all construction and environmental permit applications and right-of-way acquisition requirements and (4) if elected in this Attachment A2 above, include Utility long lead material procurement.

A report that summarizes the results of Utility's analyses, identifies any facility improvements, and estimates the cost of construction of those improvements, will be provided to the Company, including, but not limited to, identifying the pipeline route using Utility rights-of-way for interconnection to the Utility system, and obstructions in the pipeline route, if applicable, as determined by Utility's physical observation, land acquisition, site development, right-of-way, metering, gas quality, permitting, regulatory, environmental, unusual construction costs and, if applicable, operating and maintenance costs for any facility improvements. Other service costs associated with construction of the Interconnector's Facility that are not part of already offered services could include, but not be limited to, engineering, consulting, contracting, construction costs, environmental studies.

The estimated cost to perform the Services is \$_____. Utility will complete the analysis upon the later of within _____ business days after Utility's receipt and posting of payment and Company's provision of all necessary design parameters, such as an agreed upon footprint for the Utility Facilities.

Payment in full of the estimated cost of the Services is required upon execution of a Services Agreement and this Attachment A2 to proceed with the analysis. The Company will be responsible for the actual costs of the Services; to this end, an invoice or refund will be issued to the Company if additional funding is anticipated to be required beyond the then current cost estimate to continue Utility's work and at the completion of the project for any difference between the actual costs and the final estimate.

**Detailed Engineering Study with Optional Long Lead
Material Procurement - Attachment A2**

Capitalized terms used but not defined in this Attachment have the meaning ascribed to them in Utility's Tariff Rule No. [].

Accepted and agreed to by their respective authorized representatives:

[Utility name]

[Company name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Pipeline Blending Exception Study - Attachment A3
Services Agreement dated _____

Consistent with Section L of Utility’s Renewable Gas Interconnection Rule [] (“RGIR”), Utility will evaluate, pursuant to Section L.1. and L.3 of the RGIR, Company’s blending study request made pursuant to Section L.2 of the RGIR (attached hereto as Exhibit 1), as further described below (the “Services”).

Utility shall report its findings pursuant to Section L.4 of the RGIR.

Utility’s findings are subject to Section L.5 of the RGIR.

The estimated cost to perform the Services is \$_____. Utility will complete the analysis within _____ business days after receipt and Utility posting of Company’s payment.

Payment in full of the estimated cost of the Services is required upon execution of an Attachment A3 to proceed with the analysis. The Company will be responsible for the actual costs of the Services; to this end, an invoice or refund will be issued to the Company if additional funding is anticipated to be required beyond the then current cost estimate to continue Utility’s work and at the completion of the project for any difference between the actual costs and this estimate.

Capitalized terms used but not defined in this Attachment have the meaning ascribed to them in the RGIR.

Accepted and agreed to by their respective authorized representatives:

[Utility name]

[Company name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Pipeline Blending Exception Study - Attachment A3
Services Agreement dated _____

Exhibit 1 to Pipeline Blending Exception Study – Attachment A3

RGIR Section L.2. -- Interconnector Blending Study Request

- a. Desired interconnect location(s) on the Utility System
- b. Maximum and minimum flow rates, including seasonal variations, if appropriate
- c. Maximum concentrations of all Constituents listed within the RGIR
- d. Maximum and minimum Heating Value and Wobbe Index
- e. Ability of Company to accept limits on flow rates
- f. Reason for request
- g. Information collected from Interconnection Request

ATTACHMENT C
Renewable Gas Interconnection and
Operating Agreement

ID: _____

**RENEWABLE GAS INTERCONNECTION
AND OPERATING AGREEMENT
BETWEEN
[UTILITY NAME]
AND
[INTERCONNECTOR NAME]**

TABLE OF CONTENTS

	Page
RECITALS	1
SECTION 1 SCOPE OF AGREEMENT AND TERM	1
(a) Scope.....	1
(b) Transportation.....	1
(c) Hinshaw Exemption.....	1
(d) Term of Agreement.....	1
SECTION 2 DEFINITIONS	2
SECTION 3 CONDITIONS PRECEDENT	6
(a) Conditions.....	6
SECTION 4 UTILITY FACILITIES.....	6
(a) Utility Facilities.	6
(b) Existing Utility Facilities.	6
(c) New Utility Facilities.....	6
(d) Repairs, Upgrades, Modifications and Replacements.	9
(e) Discontinuance of Interconnection Point Upon Termination And Associated Termination Charges.....	9
(f) Work Orders.	10
SECTION 5 GAS DELIVERIES.....	11
(a) Compliance with Applicable Laws and Regulations.	11
(b) Risk of Loss.	11
(c) Quality; Right of Refusal.	11
(d) Uniform Flow.	11
(e) Continuous Flow.....	11
(f) Minimum Flow.	12
(g) Pressure.....	12
(h) Pulsation.....	12
(i) Renewable Gas Sampling.	12
SECTION 6 METERING AND MEASURING EQUIPMENT	13
(a) Metering.....	13
(b) Meter Maintenance Testing.	13
(c) Measurement Accuracy.	14
(d) Interconnector Data.....	14
SECTION 7 CHANGE IN OPERATIONS AND SUSPENSION.....	14
(a) Change in System Operations.....	14
(b) Suspension of Deliveries/Receipts.....	15

SECTION 8 APPOINTMENT OF PHYSICAL OPERATOR.....	16
SECTION 9 O&M FEES; INVOICING AND PAYMENT TERMS.....	16
(a) O&M Fees.....	16
(b) Timely Payment.....	16
(c) Failure to Make Timely Payment; Utility’s Option to Require Payment to Continue Work.....	16
SECTION 10 ASSIGNMENT.....	17
(a) Requirements for Assignment Generally.....	17
(b) Assignment for Purposes of Financing.....	17
(c) Assignment to Successor.....	17
(d) Responsibilities for Assignee and Assignor.....	17
(e) Assignment In Violation of Agreement.....	17
SECTION 11 NOTICES.....	17
(a) Definition and Delivery of Notice.....	17
(b) Changes.....	18
SECTION 12 NO WARRANTY; REMEDIES; CONSEQUENTIAL DAMAGES	18
(a) WARRANTY DISCLAIMER.....	18
(b) Exclusive Remedy.....	18
(c) CONSEQUENTIAL DAMAGES.....	18
SECTION 13 INDEMNITY.....	19
(a) By Interconnector.....	19
(b) No Statutory Limitation.....	19
SECTION 14 DISPUTES.....	19
SECTION 15 TERMINATION	19
(a) Termination.....	19
(b) Cure Period For Certain Termination Events.....	21
(c) Post-Termination.....	21
SECTION 16 PERFORMANCE ASSURANCE; GUARANTY	22
(a) Performance Assurance Requirement.....	22
(b) Payment and Transfer of Interest.....	22
(c) Return of Performance Assurance.....	22
(d) Letter of Credit.....	22
(e) Cost.....	23
(f) Guaranty.....	23
SECTION 17 ADDITIONAL PROVISIONS.....	23
(a) Governing Law, Regulatory Authority, and Rules.....	23
(b) Interpretation.....	23
(c) Amendment.....	24

(d)	No Third-Party Beneficiaries.....	24
(e)	Waiver.....	24
(f)	Entire Agreement.....	24
(g)	Multiple Counterparts.....	24
(h)	No Partnership.....	24
(i)	Severability.....	24
(j)	Governmental Authority.....	24
(k)	Force Majeure.....	25
(l)	Execution of Documents.....	25
(m)	Monitoring, Testing, Reporting and Recordkeeping Requirements.....	25
(n)	Confidentiality.....	25
(o)	Publicity.....	25
(p)	Cooperation.....	25
(q)	Safety and Health.....	25

**RENEWABLE GAS
INTERCONNECTION AND OPERATING AGREEMENT**

This RENEWABLE GAS INTERCONNECTION AND OPERATING AGREEMENT (“Agreement”), dated and effective as of [DATE] (“Effective Date”), is entered into by and between [INTERCONNECTOR NAME] (“Interconnector”), a [STATE, ENTITY TYPE], and [UTILITY NAME] (“Utility”), a [STATE, ENTITY TYPE]. Interconnector and Utility may also be referred to individually as a “Party” and jointly as the “Parties.”

RECITALS

A. Interconnector owns or otherwise controls, or may hereafter own or otherwise control, Renewable Gas from the Conditioning or Upgrading Facilities, which is or will be capable of being physically delivered to the Interconnection Point on the Utility System within the State of California.

B. The Parties desire to enter into this Agreement to set forth the terms for the design, construction, installation, and operation of the facilities necessary to enable Interconnector to access the Utility System for the delivery and receipt of Interconnector’s Renewable Gas at the Interconnection Point.

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

**SECTION 1
SCOPE OF AGREEMENT AND TERM**

(a) Scope. This Agreement sets forth the terms and conditions under which Utility will accept Renewable Gas from Interconnector’s Facilities into the Utility System at the Interconnection Point, including the design, construction, installation, and operation of the Utility Facilities.

(b) Transportation. This Agreement does not provide for, or address in any way, any right of Interconnector to receive transportation services on the Utility System. Utility provides transportation services pursuant to its applicable rules, schedules, tariffs, and agreements.

(c) Hinshaw Exemption. Utility is exempt from FERC jurisdiction under the Hinshaw Exemption in the Natural Gas Act (15 U.S.C. §717(c)). Utility shall not be required to take any action under this Agreement, including entering into any contracts with third parties delivering Renewable Gas from Interconnector’s Facilities to the Utility System, which for any reason jeopardizes or, in Utility’s sole opinion, could raise a question regarding Utility’s retention of its Hinshaw Exemption. Utility shall notify Interconnector in a timely manner should Utility become aware that any action under this Agreement jeopardizes its Hinshaw Exemption. Utility shall make a good faith effort to allow Interconnector an opportunity to take such actions as are necessary to assist Utility in addressing any Hinshaw Exemption issues. The cost of mitigating any actual or potential impact on Utility’s Hinshaw Exemption related to this Agreement shall be borne by Interconnector. Nothing in this Section 1(c), however, shall be deemed to limit Utility’s right to terminate this Agreement in accordance with Section 15(a)(i)(G).

(d) Term of Agreement. This Agreement is effective on the Effective Date and shall remain in effect for a primary term of [_____] (____)¹ years unless terminated earlier as provided in Section 15(a)(i). After the primary term, this Agreement shall automatically continue without the need for

¹ The primary term of this Agreement must equal 15 years unless another primary term is mutually agreed to by each Party in its sole discretion prior the execution of this Agreement.

any additional documentation in one (1) year terms thereafter unless terminated earlier as provided in Section 15(a)(i).

SECTION 2 **DEFINITIONS**

For purposes of this Agreement, the following terms when used herein shall have the meaning set forth below. In the event of a conflict between any definition in this Agreement and a similar definition described in Utility's Gas Rule No. [], the definition in Utility's Gas Rule No. [] shall be used.

“AGA” means American Gas Association.

“Agreement” has the meaning set forth in the first paragraph of this Agreement.

“Applicable Laws and Regulations” means all duly promulgated federal, state, and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, judicial or administrative orders, permits, tariffs and schedules, and other duly authorized actions of any Governmental Authority, as may be amended from time to time, that are applicable to, impact, or affect this Agreement or the Parties (or either of them).

“Balancing Agreement” means [each Utility to insert title and description of its applicable operational balancing agreement].

“British Thermal Unit” or “Btu” has the meaning set forth in Utility's Gas Rule No. [].

“Business Day” means a calendar day except for Saturdays, Sundays, and weekdays when the CPUC's offices are closed, due either to a State holiday or an unscheduled closure (e.g., an emergency or natural disaster), and shall be between the hours of 8:00 a.m. and 5:00 p.m. (Pacific Prevailing Time).

“Conditioning or Upgrading Facilities” has the meaning set forth in Utility's Gas Rule No. [].

“CPUC” means the Public Utilities Commission of the State of California, including any successor regulatory body.

“Effective Date” has the meaning set forth in the first paragraph of this Agreement.

“Eligible LC Bank” means either a U.S. commercial bank, or a foreign bank issuing a Letter of Credit through its U.S. branch; and in each case the issuing U.S. commercial bank or foreign bank must be acceptable to Utility in its sole discretion and such bank must have a credit rating of at least: (a) “A-, with a stable designation” from S&P and “A3, with a stable designation” from Moody's, if such bank is rated by both S&P and Moody's; or (b) “A-, with a stable designation” from S&P or “A3, with a stable designation” from Moody's, if such bank is rated by either S&P or Moody's, but not both, even if such bank was rated by both S&P and Moody's as of the date of issuance of the Letter of Credit but ceases to be rated by either, but not both of those ratings agencies.

“FERC” means the Federal Energy Regulatory Commission, including any successor regulatory body.

“Force Majeure Event” has the meaning set forth in Section 17(k).

“Gas” has the meaning set forth in Utility's Gas Rule No. [].

“Gas Rules” means any numbered gas rule filed as a tariff and approved by the CPUC for Utility, as such Gas Rules may be revised, amended, restated or reissued from time to time. Gas Rules shall include any applicable tariffs and terms defined in the Gas Rules or tariffs. The Gas Rules are available on Utility’s website.

“Good Utility Practice” means any of the practices, methods, and acts engaged in or approved by a significant portion of the gas industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with accepted industry practice, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

“Governmental Authority” (or “Governmental Authorities”) means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over this Agreement or either or both of the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that the term Governmental Authority does not include Interconnector.

“Guarantor” means an Interconnector Affiliate (including any other Interconnector Affiliate that replaces such Interconnector Affiliate), acceptable to Utility in its sole discretion, which entity provides the Guaranty to Utility in accordance with, and as further described in, Section 16(f).

“Guaranty” has the meaning set forth in, and includes any replacement Guaranty provided pursuant to, Section 16(f).

“Hazardous Waste” means waste material or conditions and includes the definition of hazardous waste set forth in the California Health and Safety Code, Section 25117, as may be revised from time to time.

“Interconnect Capacity” has the meaning set forth in Utility’s Gas Rule No. [___]. The Interconnect Capacity shall be [_____] unless changed by the written mutual agreement of the Parties.

“Interconnection Point” has the meaning set forth in Utility’s Gas Rule No. [___], and is further described in Exhibit A.

“Interconnector” means the non-utility entity named in the first paragraph of this Agreement.

“Interconnector Affiliate” means any partnership, corporation, association, limited liability company, or other legal entity that directly or indirectly controls Interconnector. As used in this definition, “controls” means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Interconnector, whether through ownership of voting securities, by contract interest, or otherwise.

“Interconnector’s Facilities” has the meaning set forth in Utility’s Gas Rule No. [___], and is further described in Exhibit A.

“Interconnector Parties” means Interconnector’s agents, representatives, suppliers, contractors, subcontractors, and other individuals or entities, which (a) must be qualified by Utility in accordance with

its then-existing business practices, and (b) are utilized by Interconnector in performing any of the work pursuant to Exhibit F.

“Interconnector Test” has the meaning set forth in Section 6(b)(vii).

“Interest Amount” means, with respect to an Interest Period, the amount of interest calculated as follows: (a) the sum of (i) the principal amount of Performance Assurance in the form of cash held by Utility during that Interest Period, and (ii) the sum of all accrued and unpaid Interest Amounts accumulated prior to such Interest Period; (b) multiplied by the Interest Rate in effect for that Interest Period; (c) multiplied by the number of days in that Interest Period; (d) divided by 360.

“Interest Payment Date” means the date of returning unused Performance Assurance held in the form of cash.

“Interest Period” means the monthly period beginning on the first day of each month and ending on the last day of each month. The initial Interest Period will begin on the date that Utility receives the cash deposit through the end of that month.

“Interest Rate” means the rate per annum determined using the rate on Commercial Paper (Nonfinancial, 3-month), published the prior month in the Federal Reserve Statistical Release, H.15, or its successor publication; provided, however, that if such rate is not available, “Interest Rate” means the rate per annum determined using rate on Commercial Paper (Financial, 3-month), published the prior month in the Federal Reserve Statistical Release, H.15, or its successor publication.

“ITCC” means the Income Tax Component of Contribution as described in [each Utility to insert title of location where ITCC is described], as may be revised from time to time.

“Letter of Credit” means an irrevocable, non-transferable standby letter of credit, in form and substance satisfactory to Utility in its sole discretion and provided that the issuer must be an Eligible LC Bank on the date of issuance.

“MAOP” means the then-current maximum allowable operating pressure established by Utility for any portion of, or facilities associated with, the Utility System. The MAOP in effect as of the Effective Date is set forth in Exhibit A.

“Maximum Delivery Pressure” has the meaning set forth in Section 5(g).

“MScf” and “MScf/d” means one thousand Standard cubic feet of Renewable Gas and one thousand Standard cubic feet of Renewable Gas per day, respectively.

“Meter Maintenance Testing” has the meaning set forth in Section 6(b).

“Minimum Delivery Pressure” has the meaning set forth in Section 5(g).

“Minimum Flow Requirement” means the minimum daily delivery volume of Interconnector’s Renewable Gas to the Interconnection Point, as stated in Exhibit A.

“Moody’s” means Moody’s Investors Service, Inc., or its successor organization.

“Negotiation Period” has the meaning set forth in Section 4(e)(iii).

“NIST” means the National Institute of Standards and Technology, or its successor organization.

“Notice” has the meaning set forth in Section 11.

“Operating Agent” means the person who oversees daily operations of the Conditioning or Upgrading Facilities. Interconnector shall at all times be liable for the acts or omissions of the Operating Agent arising out of or in connection with the performance of its obligations under this Agreement.

“Performance Assurance” means collateral provided by Interconnector to Utility to secure Interconnector’s obligations under this Agreement. Utility only accepts two forms of collateral to satisfy the Performance Assurance obligations: (a) cash via wire transfer in immediately available funds, or (b) Letter of Credit.

“Physical Operator” has the meaning set forth in Section 8. Interconnector shall at all times be liable for the acts or omissions of the Physical Operator arising out of or in connection with the performance of its obligations under this Agreement.

“Reasonable Efforts” means, with respect to an action required to be attempted or taken by a Party under this Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

“Release to Operations” means the date on which the Utility Facilities have been fully inspected, tested, and commissioned by Utility, and Utility has provided written authorization for commercial operation and receipt of Interconnector’s Renewable Gas supply.

“Renewable Gas” has the meaning set forth in Utility’s Gas Rule No. [].

“S&P” means Standard and Poor’s Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor organization.

“SCADA” means Supervisory Control and Data Acquisition equipment installed and operated for the purpose of monitoring the Utility Facilities.

“Self-Build Facilities” has the meaning set forth in Exhibit F.

“Self-Build Option” has the meaning set forth in Section 4(c)(iii).

“Takeaway Capacity” has the meaning set forth in Utility’s Gas Rule No. [].

“Utility” has the meaning set forth in the first paragraph of this Agreement.

“Utility Costs” means Utility’s actual costs to design, construct, install and/or commission Utility Facilities, including all Utility direct and indirect labor, contract labor, equipment and materials costs, applicable overhead costs, land survey and land rights, environmental costs, permitting, computer system and planning model upgrades, SCADA or other communications, and any related ITCC.

“Utility Facilities” (or “Utility Facility”) has the meaning set forth in Utility’s Gas Rule No. []. The Utility Facilities are further described in Exhibit A.

“Utility Facilities Termination Charge” has the meaning set forth in Section 4(e)(iv).

“Utility Meter” has the meaning set forth in Section 6(a).

“Utility System” means the gas pipeline system, and all related equipment and facilities that are owned and operated by Utility within the State of California, including the Utility Facilities. Only Utility’s employees or agents shall be allowed to connect to, disconnect from, operate, maintain, or perform any work on the Utility System.

“Work Order” has the meaning set forth in Section 4(c)(ii)(A).

SECTION 3
CONDITIONS PRECEDENT

(a) Conditions.

(i) On or before the Effective Date, the following conditions shall have been satisfied: (A) if Utility is a party to any separate agreement for the delivery of Gas to the Utility System that included the Interconnection Point included under this Agreement, that agreement has been terminated, with no outstanding obligations between the parties thereto, and no outstanding disputes relating thereto; (B) Interconnector shall have satisfied any and all conditions set forth in Utility’s Gas Rule No. [] and other applicable Gas Rules, making Interconnector eligible to deliver Renewable Gas, and the Renewable Gas eligible to be received, at the Interconnection Point; and (C) Interconnector shall have delivered to Utility a completed and executed copy of (1) the Interconnector Declaration, the form of which is attached hereto as Exhibit B, and (2) if applicable, the Interconnector Nonhazardous Source Certification and/or the Interconnector Reduced Siloxane Testing Qualification Certification, the forms of which are attached hereto as Exhibit C.

(ii) On or before [DATE], Interconnector shall have received and accepted from any and all applicable Governmental Authorities all material authorizations necessary for the construction and installation, if any, and operation of the Interconnector’s Facilities.

(iii) On or before [DATE], Utility shall have received and accepted (A) from any and all applicable Governmental Authorities all material authorizations necessary for the construction and installation, if any, and operation of the Utility Facilities, and (B) the proper approvals required for Utility to dispense its duties under this Agreement from any and all applicable Governmental Authorities, if deemed necessary in Utility’s sole discretion.

SECTION 4
UTILITY FACILITIES

(a) Utility Facilities. Utility Facilities shall be designed, constructed, installed, and operated for the purpose of receiving Interconnector’s Renewable Gas into the Utility System.

(b) Existing Utility Facilities. If there are existing Utility Facilities for receipt of Gas into the Utility System and Utility has determined, in its sole discretion, that such facilities (i) are adequate for purposes of receipt of Interconnector’s Renewable Gas to the Utility System, and (ii) are not subject to the rights of any other interconnector or other third party, then the Parties shall enter into a Work Order, Utility shall invoice Interconnector, and Interconnector shall pay in advance Utility’s Costs to connect the Interconnector’s Facilities to the existing Utility Facilities.

(c) New Utility Facilities. New Utility Facilities shall be designed, constructed, and installed pursuant to the requirements of this Section 4(c) if: (1) Utility determines, in its sole discretion, that the

existing Utility Facilities do not satisfy the requirements of Section 4(b); or (2) there are no existing Utility Facilities. In such instances, the following shall apply:

(i) Agreement on Utility Facilities Location. Unless identified by Utility and agreed to by the Parties prior to the Effective Date, Utility shall provide Notice to Interconnector of the Utility Facility location (including its orientation and layout) Utility has identified for the receipt of Interconnector's Renewable Gas. Interconnector must provide Notice to Utility within thirty (30) days thereafter whether Interconnector agrees with the location of the Utility Facilities. If Interconnector does not agree with the location identified by Utility for the Utility Facilities, and the Parties are unable to determine a mutually agreeable location for the Utility Facilities within thirty (30) days after Interconnector's delivery of a Notice to Utility pursuant to this Section (unless another date is mutually agreed to by the Parties), either Party shall have the right to terminate this Agreement, without any further liability to the other Party, in accordance with Section 15(a)(i)(Q)(3). The agreed-upon Utility Facilities location shall be included in Exhibit A.

(ii) Utility's Design, Construction and Installation of the Utility Facilities. Unless Interconnector has elected the Self-Build Option, Utility shall design and engineer, acquire all necessary permits and rights-of-way (unless Utility, in its sole discretion, requires Interconnector to acquire any or all such permits and/or rights-of-way), procure equipment and materials for, construct and install, and commission the Utility Facilities as follows:

(A) Utility shall submit to Interconnector, as available from time to time, one or more work orders (each, a "Work Order"), the form of which is attached hereto as Exhibit E, setting forth, among other things, the scope of services to be performed by Utility for (1) the design, engineering, and procurement of equipment and materials of the Utility Facilities (to the extent such work has not already been performed by Utility pursuant to Utility's Gas Rule No. []), and (2) the construction and installation, and commissioning of the Utility Facilities. The Work Order shall include, as applicable, estimated schedules for, and the estimated Utility Costs associated with the completion of, the foregoing.

(B) No Utility Facilities which are to be paid for by Interconnector shall be designed, engineered, procured, or constructed or installed by Utility without Interconnector's prior written approval of the estimated Utility Costs, as evidenced by a fully executed and funded Work Order. Interconnector acknowledges that the total estimated Utility Costs are an estimate only and that Interconnector will be responsible for all Utility Costs arising out of or in connection with designing, engineering, procuring equipment and materials for, and constructing and installing the Utility Facilities.

(C) Interconnector shall, within a reasonable period of time (not to exceed thirty (30) days unless otherwise set forth in the Work Order), either accept the Work Order by executing, funding and delivering such Work Order to Utility, or reject the Work Order by providing Notice to Utility that it has rejected the Work Order; provided, however, Interconnector shall be solely responsible hereunder for any failure by Utility to timely complete the Utility Facilities, including all direct and indirect costs and expenses resulting therefrom, if such failure arises out of or is in connection with Interconnector's delay or refusal in approving such Work Order. If Interconnector rejects the Work Order, and the Parties are unable to mutually agree upon and execute a Work Order within thirty (30) days (unless another date is mutually agreed to by the Parties) after Interconnector's delivery of a Notice to Utility pursuant to this Section, either Party shall have the right, to terminate this Agreement, without further liability, in accordance with Section 15(a)(i)(Q)(3).

(D) Where formal rights of way, easements, land leases, permits, or other land rights are required, in the sole discretion of Utility, on and over Interconnector's property, or the property of others, for the construction and/or installation of the Utility Facilities, Interconnector understands and agrees that Utility shall not be obligated to construct or install the Utility Facilities unless and until all necessary permanent and temporary rights of way, easements, land leases, permits, or other land rights, satisfactory to Utility in its sole discretion, free of encumbrances which Utility believes could cause interference with ownership and operation of the Utility Facilities, and free of Hazardous Waste, are granted without cost to Utility. Such Utility rights of way, easements, land leases, permits, or other land rights must, at a minimum, provide that Utility will have the right of ingress to and egress from the Utility Facilities at all times.

(E) Utility shall not be responsible for any delay in work or additional cost or expense arising out of or in connection with the construction, installation, and/or commencement of operation of the Utility Facilities resulting from a Force Majeure Event, weather, any change in scope or schedule caused by Interconnector or a third-party, an act, failure or delay in acting by Interconnector (including any act, failure or delay by Interconnector arising out of or in connection with Section 4(c)(i) or 4(c)(ii)(C)), or any other event or occurrence outside the control of Utility.

(iii) Interconnector's Design, Construction and Installation of New Utility Facilities. If Interconnector has elected to (1) design and engineer the Utility Facilities, (2) procure equipment and materials for and construct and install the Utility Facilities, or (3) perform both of the foregoing work (such election and the work arising therefrom, the "Self-Build Option"), Exhibit F shall apply. Interconnector acknowledges and agrees that (A) Interconnector may only elect, in whole and not in part, one of the three foregoing Self-Build Options, and Utility shall perform all remaining portions of the work in accordance with Section 4(c)(ii), and (B) notwithstanding Interconnector's election, Utility reserves, in accordance with its then-current business practices, the right to perform certain portions of the work, such as Utility system enhancements (including with respect to regulator stations and Btu districts).

(iv) Interconnector's Payment for Utility Facilities.

(A) Utility shall invoice Interconnector, and Interconnector shall pay, the estimated Utility Costs that Utility expects to incur arising out of or in connection with the work to be performed in accordance with Section 4(b) and/or Section 4(c) (including, if Interconnector has elected the Self-Build Option, any estimated Utility Costs arising out of or in connection with Utility's oversight, coordination, inspection, review and acceptance of Interconnector's design, permitting, procurement, and construction and installation work, and all required supporting documentation for the Self-Build Facilities).

(B) If, at any time, Utility determines that the Utility Costs will exceed or are expected to exceed any previously estimated Utility Costs, Utility may invoice Interconnector for the difference between such previously estimated Utility Costs and the then-current estimated Utility Costs, and Interconnector shall pay the invoice for the additional amount as a condition precedent of Utility continuing work.

(C) Upon final determination of the Utility Costs after completion of the Utility Facilities, Utility will perform a true-up of the Utility Costs compared to the amounts already paid by Interconnector, and will generate an invoice showing the difference, if any. If the Utility Costs exceed the amount already paid by Interconnector, Interconnector shall pay the amount specified in the invoice within thirty (30) days of receipt of the invoice. If the Utility Costs are less

than the amount already paid by Interconnector, Utility will refund the amount specified in the invoice within thirty (30) days of delivery of the invoice to Interconnector.

(D) In the case of termination of this Agreement prior to completion of the Utility Facilities, Utility shall provide an invoice to Interconnector for the Utility Costs for the Utility Facilities (including, as applicable, Utility Costs arising out of or in connection with the removal of the Utility Facilities and associated site restoration). Interconnector shall be credited the salvage value of the Utility Facilities, if any, and shall pay all Utility Costs for the Utility Facilities, less the salvage value, as determined by Utility in its sole discretion, within thirty (30) days of receipt of the invoice.

(E) At Utility's sole discretion, the Parties may agree on a mutually agreeable payment schedule for payments due by Interconnector under this Section 4(c)(iv), subject to Utility's credit requirements.

(v) Gas Quality Sampling. Prior to the date that Release to Operations occurs, sampling of Interconnector's Renewable Gas shall be performed according to the procedures set forth in Utility's Gas Rule No. [].

(d) Repairs, Upgrades, Modifications and Replacements. Repairs, upgrades, modifications or replacements to the Utility Facilities, including the Notice requirements, payment of costs, and/or the timeframes associated for the performance of such work, shall be in accordance with, and are subject to the requirements of, Utility's Gas Rule No. []. For the avoidance of doubt, Utility shall be the sole entity responsible for, and entitled to make any repairs, upgrades, modifications or replacements to, the Utility Facilities.

(e) Discontinuance of Interconnection Point Upon Termination and Associated Termination Charges.

(i) Upon discontinuance of the use of the Utility Facilities due to termination of this Agreement, Interconnector shall have the option to (A) purchase the Utility Facilities (excluding any odorant, odorant-containing equipment, or any other Utility Facility that, in Utility's sole discretion, if transferred to Interconnector, may potentially create liability for Utility any time after such transfer under Applicable Law and Regulations notwithstanding the terms of the purchase agreement for such Utility Facility) on an "as is, where is" and "with all faults" basis and without any representations or warranties, following Interconnector's funding and Utility's disconnection of the Utility Facilities from the Utility System, and provided that Interconnector shall be responsible, and shall pay Utility for any and all costs incurred by Utility in maintaining the Utility Facilities from the date of the termination of this Agreement until the earlier of (1) the date of Interconnector's purchase of the Utility Facilities and (2) the end of the Negotiation Period, or (B) as further described in Section 4(e)(iv), pay the Utility Facilities Termination Charge to decommission the Utility Facilities and return the site to its original state, in which case the Parties shall enter into a Work Order for such work. Any potential sale of the Utility Facilities to Interconnector, or any part thereof, shall be subject to the rules of any regulatory agency exercising authority over Utility, including the CPUC, as well as any existing contractual relationship that Utility may have with any other entity, including any franchise agreement entered into between Utility and a Governmental Authority.

(ii) Interconnector shall provide Notice no later than five (5) Business Days after the termination of this Agreement stating whether Interconnector elects to negotiate a purchase of the Utility Facilities or to pay Utility to decommission the Utility Facilities.

(iii) If Interconnector elects to negotiate a purchase of the Utility Facilities, the Parties shall have sixty (60) days from the date of such Notice to conduct good faith negotiations, subject to the terms of Section 4(e)(i)(A), for the purchase of the Utility Facilities by Interconnector, which negotiation time can be extended by mutual written agreement of the Parties (the “Negotiation Period”).

(iv) If the Parties are unable to agree to purchase terms during the Negotiation Period, or Interconnector indicates in its Notice delivered pursuant to Section 4(e)(ii) that it is electing for Utility to decommission the Utility Facilities, Interconnector shall then pay to Utility the costs to decommission the Utility Facilities and return the site to its original state (“Utility Facilities Termination Charge”). The Utility Facilities Termination Charge shall include the costs to remove the Utility Facilities as well as site restoration costs, less the estimated salvage value, as determined in Utility’s sole discretion. Utility will make reasonable efforts to provide Notice to Interconnector within one hundred and eighty (180) days after the termination of this Agreement, that includes an estimate for the Utility Facilities Termination Charge. No later than thirty (30) days after Interconnector’s receipt of this estimate, Interconnector shall pay Utility the estimated Utility Facilities Termination Charge. If at any time prior to the completion of the removal of the Utility Facilities and site restoration, Utility’s costs exceed or are expected to exceed any previously estimated Utility Facilities Termination Charge, Utility may invoice Interconnector for the difference between the previously estimated Utility Facilities Termination Charge and the then-current estimated Utility Facilities Termination Charge, and Interconnector shall pay the invoice for the additional amount to Utility as a condition precedent of Utility continuing work. At Utility’s sole discretion, the Parties can agree on a mutually agreeable payment schedule, subject to Utility’s then-existing credit requirements. Upon completion of the removal of the Utility Facilities and site restoration, Utility will provide a final invoice to Interconnector showing the difference, if any, between the estimated Utility Facilities Termination Charge and the final Utility Facilities Termination Charge. If the final Utility Facilities Termination Charge exceeds the amount already paid by Interconnector, Interconnector shall pay the additional amount to Utility within thirty (30) days of the date of Interconnector’s receipt of Utility’s invoice. If the final Utility Facilities Termination Charge is less than the amount already paid by Interconnector, Utility will refund the difference to Interconnector within thirty (30) days of Utility’s invoice.

(f) Work Orders. The Parties acknowledge and agree that, prior to the performance of any service by Utility for the benefit of Interconnector pursuant to this Section 4 and/or Exhibit F, or the performance of any work by Interconnector as a result of Interconnector electing the Self-Build Option, Utility shall issue, and the Parties shall enter into a Work Order for such Utility services and/or Interconnector work, and Interconnector shall fund the services to be performed by Utility thereunder in accordance with the terms of this Agreement. Each Work Order will more specifically set forth (a) a detailed description of the services to be performed by Utility (and, in the event Interconnector has elected the Self-Build Option, the work to be performed by Interconnector), (b) the amount payable to Utility for the performance of Utility’s services, (c) the schedule in accordance with which Utility’s services and/or Interconnector’s work are estimated to be performed, and (d) any other necessary particulars in a manner consistent with the terms of this Agreement. Work Orders issued under this Agreement constitute separate contracts between Utility and Interconnector, the terms of which will be set forth in such Work Order and will incorporate the terms of this Agreement (whether referenced or not). If there is any inconsistency between any provision of a Work Order and this Agreement, the provisions of this Agreement will govern. The Parties acknowledge and agree, (x) a breach or default by Utility under a Work Order will not be deemed a breach or default by Utility under any other Work Order, and (y) except as otherwise set forth in this Agreement (including Section 4(e)), termination of this Agreement pursuant to Section 15(a) shall, unless otherwise specified, automatically terminate any and all outstanding Work Orders issued under this Agreement, with such automatic termination to be effective as of the termination date of this Agreement.

SECTION 5
GAS DELIVERIES

(a) Compliance with Applicable Laws and Regulations. Interconnector's delivery of Renewable Gas to the Interconnection Point, and other performance under this Agreement, must be in compliance with Applicable Laws and Regulations and Interconnector shall timely obtain and maintain throughout the term of this Agreement (including any extensions thereof) all applicable licenses and permits for the conduct of its business and the performance of this Agreement.

(b) Risk of Loss. Transfer of custody and risk of loss of all Renewable Gas shall pass from Interconnector to Utility at the Interconnection Point. Utility shall not be responsible to Interconnector or any of its employees, agents, contractors, vendors, or representatives for any Renewable Gas losses or delays (due to operating conditions or constraints, a Force Majeure Event, or otherwise) or damages or injuries occurring on Interconnector's side of the Interconnection Point. Interconnector shall not be responsible to Utility or any of its employees, agents, contractors, vendors, or representatives for Renewable Gas losses or delays (due to operating conditions or constraints, a Force Majeure Event, or otherwise) or damages or injuries occurring on Utility's side of the Interconnection Point; provided, however, that if the losses, delays, damages and/or injuries arise out of or in connection with (i) Interconnector's actions or inactions (including any actions or inactions of any individual or entity acting on behalf of Interconnector) in the transfer of custody of the Renewable Gas to Utility, or (ii) excessive pressure or the quality of Renewable Gas, then, notwithstanding anything to the contrary set forth in this Agreement, Interconnector shall be responsible for all such losses, delays, damages, damages and/or injuries.

(c) Quality; Right of Refusal. Utility shall have the continuing right, at any time and in its sole discretion, to monitor the quality of Renewable Gas provided by Interconnector and refuse to accept delivery of any Renewable Gas if: (i) Interconnector's Renewable Gas does not meet Utility's Gas quality specifications, including those set forth in Utility's Gas Rule No. []; (ii) the composition or supply source of Interconnector's Renewable Gas is different from that described in Exhibit A; (iii) the Utility System does not have available Takeaway Capacity; or (iv) in Utility's sole judgment the delivery of Interconnector's Renewable Gas may have adverse effects on Utility's operations, the Utility System, or on the operations or property of customers or other producers or interconnectors. Utility shall promptly provide Notice to Interconnector of any decision to refuse acceptance of deliveries of Renewable Gas. Utility's acceptance of Renewable Gas that does not conform to Utility's Gas quality specifications (including those set forth in Utility's Gas Rule No. []) or Exhibit A shall not constitute a waiver of such specifications, any remedies of Utility, or obligations of Interconnector with respect to such non-conformity.

(d) Uniform Flow. Interconnector shall, to the extent feasible in Utility's reasonable judgement, make deliveries of Renewable Gas at each Interconnection Point at substantially uniform rates of flow during a flow day relative to Utility's confirmed Interconnector scheduled quantity. If over a period of any consecutive twelve (12) months it is found that Interconnector is deviating by more than 10% from uniform daily deliveries more often than it is complying with that requirement, then Utility reserves the right to suspend service until such time appropriate actions have been taken to ensure compliance with this provision. Without limiting its right to terminate this Agreement in accordance with Section 15(a)(i)(M), if Interconnector is not complying with this requirement, then Utility reserves the right to suspend service under this Agreement until such time that Interconnector has taken appropriate actions to ensure compliance with this provision.

(e) Continuous Flow. Interconnector shall deliver Renewable Gas to the Interconnection Point continuously and without interruption of supply unless continuous flow is interrupted by Utility for operational reasons or by Interconnector for scheduled maintenance to Interconnector's Facilities.

Interconnector shall provide Notice to Utility at least ten (10) days before scheduled maintenance occurs and shall include in its Notice the start and end dates for the maintenance. Interconnector understands that Utility Facilities are designed to perform optimally under consistent and uninterrupted flow.

(f) Minimum Flow. Interconnector shall deliver Renewable Gas to each Interconnection Point at an average quantity of at least fifty (50) MScf/d averaged over each rolling ninety (90) day period, except when flow is interrupted by Utility for operational reasons or by Interconnector for scheduled maintenance to Interconnector's facilities. Interconnector shall provide Notice to Utility at least ten (10) days before scheduled maintenance occurs and shall include in its Notice the start and end dates for the maintenance. Days in which flow is interrupted by Utility for operational reasons or by Interconnector's scheduled maintenance shall not be included in the ninety (90) day rolling period; provided, however, that if Interconnector provides Notice to Utility less than ten (10) days before scheduled maintenance occurs, the scheduled maintenance days shall be included in the ninety (90) day rolling period.

(g) Pressure. Interconnector shall deliver Renewable Gas to Utility at each Interconnection Point at a delivery pressure sufficient to enter the Utility System ("Minimum Delivery Pressure"), but not more than the then current maximum operating pressure of the Utility System at the inlet of the Utility Facilities, as determined by Utility ("Maximum Delivery Pressure") and as stated in Exhibit A.

(i) Utility shall provide Interconnector with Notice requesting an increase in Interconnector's Maximum Delivery Pressure not less than forty-five (45) days before Utility is requesting that the increase become effective.

(ii) Utility shall provide Interconnector with Notice requesting a decrease in Minimum Delivery Pressure not less than forty-five (45) days before Utility is requesting that the decrease become effective.

(iii) All requested changes in Interconnector's Maximum Delivery Pressure and Minimum Delivery Pressure requirements resulting from a Force Majeure Event, emergency situations, safety-related pressure reductions, or as a result of pipeline integrity inspections shall be exempt from the notification timing requirements specified in Sections 5(g)(i) and 5(g)(ii).

(iv) In the event Interconnector cannot comply with the changes to Maximum Delivery Pressure or Minimum Delivery Pressure requirements within the notification timing requirements specified in Sections 5(g)(i) and 5(g)(ii), Interconnector shall provide Notice to Utility, including the reason why it cannot comply, within ten (10) days of Interconnector's receipt of Utility's Notice. Utility may, in its sole discretion, extend the date for complying with the requested change in the Maximum Delivery Pressure or Minimum Delivery Pressure requirements.

(h) Pulsation. Interconnector shall ensure that Interconnector's Facilities are installed and operated so that operation will not adversely affect the Utility System or the Utility Facilities, including impairment of the accuracy of the measurement of Renewable Gas at the Utility Facilities or Utility's end-use customers. Measurement pulsation limits for the various measurement technologies are established by the respective AGA measurement standards and/or manufacturer standards. Interconnector shall eliminate compressor-induced pulsation or vibration before Renewable Gas is delivered at the Utility Facilities. Utility shall not be required to take Renewable Gas if compressor-induced pulsation or vibration exists.

(i) Renewable Gas Sampling. Interconnector acknowledges that injection of Renewable Gas into the Utility System requires a quality assessment of a sample of the Renewable Gas from the Renewable Gas source, and such assessment shall be performed in accordance with Utility's Gas Rule No. [].

SECTION 6
METERING AND MEASURING EQUIPMENT

(a) Metering. The Utility Facilities shall include Utility's measuring equipment used in measuring deliveries from the Interconnector's Facilities to Utility ("Utility Meter").

(b) Meter Maintenance Testing. Utility will perform scheduled meter accuracy testing and calibration of the Utility Meter in accordance with Good Utility Practices ("Meter Maintenance Testing").

(i) Metering, testing equipment, and other facilities needed to perform any tests required of Utility shall meet industry standards as described in CPUC General Order No. 58A, as adapted for deliveries and as revised from time to time. The Meter Maintenance Testing and correction (if necessary) shall comply with the AGA Report No. 4A, Sample Contract Measurement Clause, Meter Facilities, and applicable CPUC requirements. Utility will also inspect and calibrate the Utility Meter to ensure conformance with manufacturer's stated accuracy in a field application, where such conformance does not conflict with Applicable Laws and Regulations.

(ii) Utility shall preserve the Meter Maintenance Testing records for a period of three (3) years. Interconnector shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the Utility Meter.

(iii) The Meter Maintenance Testing records from such measuring equipment shall remain the property of Utility, but upon written request, Utility shall make available to Interconnector copies of any such records and charts, together with calculations therefrom, for inspection and verification during normal business hours.

(iv) Utility shall provide Notice to Interconnector prior to Meter Maintenance Testing. Except in the event of an emergency or operational necessity, such Notice shall be given to Interconnector at least two (2) Business Days prior to any such activity.

(v) If, as a result of any Meter Maintenance Testing, it is determined that there has been a combined meter and transmitter measurement error greater than one percent (1%) from NIST traceable secondary field standards, the Parties will adjust all prior periods back to the period where it can be mutually determined and agreed-upon that the errors commenced. If such an agreement cannot be reached, then Utility shall estimate the Renewable Gas deliveries, and correct the reading to a zero error for the period during which the meter was in use. In all cases of meter error, period adjustments for meter error may not exceed three (3) years prior to the date on which the discovering Party provides Notice to the other Party.

(vi) During the Meter Maintenance Testing, Utility shall confirm, where applicable, that the meter accuracy and condition is within the meter manufacturer's specifications for a field application and meets CPUC accuracy verification requirements. Utility shall conduct such calibration and confirmation by using its NIST traceable secondary field standards.

(vii) Interconnector may provide a Notice to Utility requesting a calibration test of the Utility Meter (the "Interconnector Test"). If any Interconnector Test shows that the combined measurement error does not exceed one percent (1%) of NIST traceable secondary field standards, then the cost of the Interconnector Test including any Utility Costs incurred, shall be borne by Interconnector. Utility Costs incurred from Interconnector Test will be invoiced to Interconnector pursuant to Section 9. In the event that any Interconnector Test yields a combined measurement error greater than one percent (1%) of NIST

traceable secondary field standards, then the cost of the Interconnector Test and subsequent calibration shall be borne by Utility.

(c) Measurement Accuracy. The accuracy of all measuring equipment used in the Utility Facilities shall be verified and/or calibrated by Utility according to Good Utility Practices and Utility's recommended equipment maintenance schedules and using NIST traceable secondary standard equipment and transfer proving devices.

(i) Electronic transmitters and measurement equipment shall be calibrated in accordance with Utility's applicable processes and practices, as revised from time to time. Meter measurement accuracy limits and the maintenance frequency will follow industry standard practices.

(ii) Upon Notice from Interconnector, and following Interconnector's payment for and installation of the necessary equipment and execution of Utility's then-current Interconnector Measurement Data Device Access Agreement (if Utility has such an agreement), Utility shall make available to Interconnector electronic measurement data that Utility obtains related to Renewable Gas delivered to the Interconnection Point.

(iii) The Parties recognize the value of implementing utilization of electronic measurement devices and shall jointly cooperate to implement the installation of such devices, and sharing the data therefrom, to provide to the extent possible, current measurement information. No particular electronic measurement or monitoring device or method of sharing of electronic data therefrom (on a real time basis or otherwise) shall be required. Each Party shall be responsible for the cost, compatibility and operation of its own measurement-related electronic systems and the cost of obtaining the other Party's data.

(d) Interconnector Data. Consistent with Section 17(m), where the Utility Facilities cannot measure Renewable Gas volume or gas quality necessary to meet the then-current and/or future regulatory requirements because the Interconnector's Facilities accept Gas from more than one source upstream of the Utility Facilities, upon request by the Utility, the Interconnector at its cost shall measure, or have measured, the Renewable Gas being accepted into the Interconnector Facilities in a manner that provides Utility all data necessary to meet such regulatory requirements. The Interconnector and Utility shall make Reasonable Efforts to execute an agreement for the Utility to access such data, in a manner and frequency consistent with meeting all regulatory requirements, which may change from time to time, and with appropriate measures to validate the integrity of the data. The Interconnector shall pay for all equipment and installation costs, including any future upgrades, and operating and maintenance costs necessary for the Utility to comply with the then-current and future regulatory requirements associated with bringing Interconnector's Renewable Gas into the Utility gas system.

SECTION 7

CHANGE IN OPERATIONS AND SUSPENSION

(a) Change in System Operations. Utility does not guarantee receipt of Interconnector's Renewable Gas into the Utility System. In addition to reasons for suspension described in other Sections of this Agreement, receipt of Renewable Gas may be reduced or suspended due to ongoing operations, changes in the way in which Utility manages the operation of the Utility System, or in accordance with Utility's CPUC-approved tariffs. Without limiting the generality of the foregoing, reasons for potential reduction or suspension include the following:

(i) The MAOP of the Utility System may be changed for operational or safety-related reasons, and the volumes of Interconnector's Renewable Gas that can be received at the Interconnection Point may be impacted. Such pressure changes may be temporary or permanent.

(ii) Ongoing operations of the Utility System may require suspension of deliveries at the Interconnection Point due to station or pipeline maintenance or repair.

(iii) Changes in customer demand may impact Utility's ability to receive Interconnector's Renewable Gas.

(iv) Pipelines may be abandoned or retired if, in the sole judgment of Utility, the cost of repairing, replacing, maintaining, and/or operating the pipeline exceeds the value of the pipeline. At Utility's sole discretion, if the cost of repair or maintenance is the basis for a decision to abandon or retire a pipeline, Interconnector will be given the option of purchasing or replacing, on an "as is, where is" and "with all faults" basis and without any representations or warranties, the pipeline as needed to facilitate Interconnector operations. Subject to the requirements of the immediately preceding sentence, the terms and conditions of any purchase, or replacement with Utility ownership and operation, will be negotiated in good faith between the Parties.

(b) Suspension of Deliveries/Receipts.

(i) Without limiting either Party's right to terminate this Agreement in accordance with Section 15, either Party may suspend Renewable Gas deliveries or Renewable Gas receipts immediately at any time for any of the following reasons:

(A) there is any system or pipeline operation, or other action or inaction, that could impair the safety or reliability of either Party's facilities or systems, or those of Utility customers, or could impair the deliverability of the Renewable Gas to be delivered through the Utility Facilities, or would constitute a material default of this Agreement;

(B) there is no Balancing Agreement in effect for this Agreement;

(C) any agent authorized by Interconnector pursuant to Utility's Balancing Agreement: (1) fails to comply with a provision of Utility's Balancing Agreement; (2) becomes insolvent; or (3) fails to establish creditworthiness if requested by Utility;

(D) it is necessary or desirable to test, maintain, modify, enlarge, or repair any part of the Utility System, or related to its operation, such that suspension is necessary or advisable;

(E) such suspension is permitted or required by the Gas Rules or otherwise by the CPUC;

(F) during such time as Interconnector is in breach of this Agreement, and does not immediately cure such breach (if such breach is capable of being cured), and until Utility has been fully compensated for all damages and cost incurred as a result of such breach;

(G) Interconnector fails to comply with all Applicable Laws and Regulations;

(H) the CPUC, or any other Governmental Authority materially changes, alters, or modifies this Agreement, such that a Party is deprived of its benefits anticipated herein;

(I) Interconnector fails (1) to notify Utility that the source of Interconnector's Renewable Gas for the Interconnection Point has changed from the source described in Exhibit A, and/or (2) to follow the testing provisions described in Utility's Gas Rule No. []; or

(J) Interconnector's Renewable Gas is sourced from Hazardous Waste.

(ii) The Party suspending deliveries or receipts will provide Notice to the other Party of such suspension and the cause, to the extent identifiable, as soon as commercially reasonable.

(iii) Resumption of service shall not proceed until authorized by Utility.

SECTION 8

APPOINTMENT OF PHYSICAL OPERATOR

Interconnector may appoint an authorized and qualified representative to act for Interconnector as follows: (i) to give and receive Notices and requests, make and witness tests, deliver quantities of Renewable Gas hereunder; and (ii) to do and receive all things as provided herein regarding the physical operation of the Interconnector's Facilities (the "Physical Operator"). Interconnector shall provide Notice to Utility of the appointment of, and change in the Physical Operator at least five (5) Business Days prior to the effective date of the appointment or change. Interconnector expressly agrees that Utility may rely on all acts and Notices of the Physical Operator to the same extent as if they were performed or provided by Interconnector. If a Physical Operator is designated, it shall be the sole person required to be contacted by Utility in the case of emergency. Whether or not Interconnector appoints a Physical Operator, for maximum protection of the Utility System in case of operational conditions and emergencies, Interconnector shall provide and keep current the Operating Agent contact information on Exhibit A for use by Utility.

SECTION 9

O&M FEES; INVOICING AND PAYMENT TERMS

(a) O&M Fees. Utility shall collect operation and maintenance fees associated with the operation and maintenance of the Utility Facilities necessary to accept Renewable Gas from Interconnector in accordance with Utility's Gas Rules, tariffs, schedules, and ordinary business practices.

(b) Timely Payment. All invoices will be issued pursuant to the instructions in Exhibit D and are due and payable within the time period specified in this Agreement, Utility's Gas Rule No. [], or the date specified in the invoice, whichever is later, and will be subject to the provisions of Utility's Gas Rules.

(c) Failure to Make Timely Payment; Utility's Option to Require Payment to Continue Work. If Interconnector fails to timely pay an invoice arising out of or in connection with this Agreement, Utility will have the right, in addition to its other rights under this Agreement or Applicable Laws and Regulations, to suspend performance of its obligations under this Agreement, including denying Interconnector's Renewable Gas access to the Utility Facilities and ceasing any work under Section 4, until payment is received. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, Utility may, in its sole discretion, suspend performance under this Agreement and require that Interconnector make

payment of an invoice issued pursuant to the terms of this Agreement as a condition precedent to Utility continuing its performance under this Agreement.

SECTION 10
ASSIGNMENT

(a) Requirements for Assignment Generally. This Agreement may not be assigned by either Party without the written consent of the other Party. Consent to assignment will not be unreasonably withheld, conditioned or delayed.

(b) Assignment for Purposes of Financing. Interconnector shall have the right to assign this Agreement, without the consent of Utility, for collateral security purposes to aid in providing financing for the Interconnector's Facilities. Interconnector will promptly notify Utility of any such assignment for collateral security purposes. Any assignment for collateral purposes entered into by Interconnector shall require that upon any exercise of remedies by the financing party, the entity substituted for Interconnector shall have an equal or greater credit rating as Interconnector and have the legal authority and operational ability to satisfy the obligations of Interconnector under this Agreement.

(c) Assignment to Successor. Either Party shall have the right to assign this Agreement, without the consent of the other Party, when the assignment is to a successor, representative, or assignee which shall succeed by purchase, merger, corporate reorganization/restructuring or consolidation to all or substantially all of the assets of the assigning Party.

(d) Responsibilities for Assignee and Assignor. Assignment shall not relieve the assignor of its obligations under this Agreement for the period before the assignment becomes effective, nor shall the non-assigning Party's obligations be enlarged, in whole or in part, by reason of the assignment. At the time the assignment becomes effective, the assignee shall become a Party to this Agreement and shall undertake all rights and responsibilities under this Agreement, including the Performance Assurance requirements in Section 16.

(e) Assignment In Violation of Agreement. Any attempted assignment that violates any of the requirements of this Section 10 is void and ineffective.

SECTION 11
NOTICES

(a) Definition and Delivery of Notice. Any notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly and duly given when delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnector: [Contact Information To Be Supplied]
Mailing Address:

If to Utility: [Contact Information To Be Supplied]
Mailing Address:

In addition to the Notice specified above, notice may also be provided by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below, but must be immediately followed up by a written Notice delivered pursuant to the first paragraph of this subsection (a):

If to Interconnector: [Contact Information To Be Supplied]

Telephone Numbers:

Facsimile:

Email Address:

If to Utility: [Contact Information To Be Supplied]

Telephone Numbers:

Facsimile:

Email Address:

(b) Changes. Either Party may change the Notice information in this Section 11 by giving Notice within five (5) Business Days prior to the effective date of the change.

SECTION 12
NO WARRANTY; REMEDIES; CONSEQUENTIAL DAMAGES

(a) WARRANTY DISCLAIMER. ALL INSTALLATION, INTERCONNECTION, MAINTENANCE AND OTHER SERVICES PERFORMED BY UTILITY AND MATERIAL, EQUIPMENT AND FACILITIES, INCLUDING UTILITY FACILITIES, MEASUREMENT EQUIPMENT, AND PIPELINES PROVIDED BY UTILITY OR MADE AVAILABLE BY UTILITY FOR USE IN CONNECTION WITH THIS AGREEMENT, ARE PROVIDED “AS IS,” WITHOUT ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. ALL WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY UTILITY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTIES SHALL APPLY TO ANY SERVICES, MATERIAL, EQUIPMENT OR FACILITIES PROVIDED BY UTILITY OR MADE AVAILABLE BY UTILITY UNDER THIS AGREEMENT.

(b) Exclusive Remedy. In lieu of all warranties express, implied, or statutory, Utility’s sole obligation and total liability, and Interconnector’s sole and exclusive remedy, relating to or arising out of the installation or connection of equipment or Utility Facilities, or the furnishing of equipment, material, or facilities or of any other services by Utility, shall be limited, at Utility’s option to: (i) performance of the installation or connection work or other services at Utility’s expense up to a cost equal to the amount paid by Interconnector for such installation or connection work, or other services, excluding any amounts paid for equipment, material or facilities or other costs; or (ii) a refund by Utility to Interconnector of an amount equal to the amount paid to Utility by Interconnector for said installation or connection work or other services, excluding any other costs, less any amount received by Interconnector as a rebate or refund of such amounts from other sources; or (iii) a refund of the amount paid by Interconnector to Utility for equipment, material or facilities, as applicable, less any amount received by Interconnector as a rebate or refund of such amounts from other sources. Except as specifically provided for herein, Utility shall have no obligation or liability and shall be released from any and all liability for losses, costs or damages of any kind with respect to or arising out of installation or interconnection work, or other services, equipment, material or facilities installed, connected, or in any way provided by Utility or made available by Utility pursuant to this Agreement, whether arising in contract, tort (including negligence), strict liability, warranty, or otherwise.

(c) CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES,

INCLUDING LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT A PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING EXHIBIT F) SHALL NOT BE DEEMED TO BE SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

SECTION 13 **INDEMNITY**

(a) By Interconnector. Without limiting Interconnector's indemnification, defense, and hold harmless obligations otherwise set forth in this Agreement (including Exhibit F), to the maximum extent permitted by Applicable Law and Regulations, Interconnector shall be solely responsible for and shall release, indemnify, defend and hold harmless Utility, and Utility's parent and affiliates, including its and their officers, directors, agents, contractors, and employees thereof, against losses, costs, expenses (including in-house and outside attorneys' fees), claims, enforcement actions, judgments, suits or other obligations or liabilities, resulting from or arising out of or in any way connected with (a) physical injury or damage to property or person, arising from Interconnector's performance or nonperformance of its obligations under this Agreement, or from the performance or nonperformance of any individual or entity authorized on behalf of Interconnector (including each Interconnector Party, the Operating Agent or Physical Operator), (b) construction and/or installation work performed by Interconnector or any Interconnector Party (of any tier), (c) Interconnector's Renewable Gas, or (d) a violation of Applicable Laws and Regulations arising from Interconnector's performance or nonperformance of its obligations under this Agreement, or from the performance or nonperformance of any individual or entity authorized on behalf of Interconnector (including each Interconnector Party, the Operating Agent or Physical Operator).

(b) No Statutory Limitation. The Interconnector's obligation to indemnify under this Agreement (including Exhibit F) shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for the Interconnector under any statutory scheme, including any Workers Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

SECTION 14 **DISPUTES**

Dispute Resolution. Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Interconnector's Facilities shall be resolved according to the procedures in Utility's Gas Rule No. [].

SECTION 15 **TERMINATION**

(a) Termination.

(i) Termination of Agreement. This Agreement may be terminated under any of the following conditions:

(A) Interconnector may terminate this Agreement for any reason by providing Notice at least sixty (60) days prior to the end of the then-current term of this Agreement, such termination to take effect at the end of such term unless otherwise agreed to by the Parties.

(B) Utility may terminate this Agreement at any time after the primary term by providing Notice at least sixty (60) days prior to the end of the then-current term, such termination to take effect at the end of such term unless otherwise agreed to by the Parties.

(C) Utility may terminate this Agreement upon Notice to Interconnector if Interconnector has made a material misrepresentation concerning any of the provisions in this Agreement and/or the Exhibits, including the Conditions Precedent described in Section 3, and/or the representations in Exhibits B or C.

(D) Utility may terminate this Agreement upon Notice to Interconnector if Interconnector fails to comply with any of the quality, operational, and Renewable Gas delivery requirements in this Agreement, including the Renewable Gas quality and delivery requirements in Sections 5(c), (g) and (h).

(E) Utility may terminate this Agreement upon Notice to Interconnector if (1) any representation or warranty made by the Guarantor was false or misleading when made, or (2) the Guarantor fails to make any payment required or to perform any other material covenant or obligation in the Guaranty.

(F) Utility may terminate this Agreement upon Notice to Interconnector if all of the Utility System assets are sold, retired, abandoned, or deactivated by Utility, or are otherwise permanently removed from service.

(G) Utility may terminate this Agreement upon Notice to Interconnector if Utility determines, in its sole discretion, that its eligibility status under the Hinshaw Exemption as described in Section 1(c) may be adversely affected by its performance under this Agreement.

(H) Utility may terminate this Agreement upon Notice if a Balancing Agreement is not executed prior to the date that Release to Operations occurs.

(I) Utility may terminate this Agreement if Interconnector fails to meet Utility's requirements specified in Section 16.

(J) Utility may terminate this Agreement if Interconnector fails to make substantial progress, as determined by Utility in its sole discretion, on the engineering, procurement, construction, and/or installation of the Utility Facilities in accordance with Exhibit F, if Interconnector has elected the Self-Build Option.

(K) Utility may terminate this Agreement if Interconnector becomes financially insolvent or has failed to make any payment(s) required under this Agreement in the timing required in this Agreement.

(L) Utility may terminate this Agreement if suspension of Renewable Gas deliveries or receipts as described in Sections 5, 6, or 7 continues for a period of six (6) months without either resolution of the underlying situation, or a mutually agreed upon written plan of resolution.

(M) Utility may terminate this Agreement if Interconnector fails to comply with any of the Gas flow requirements in Sections 5(d), (e), and (f).

(N) Utility may terminate this Agreement if there is a suspension of access at the Interconnection Point, as described in Section 1.7 of Exhibit F.

(O) Utility may terminate this Agreement if Interconnector does not agree to pay for repairs, upgrades, modifications or replacements under Section 4(d), unless a mutually acceptable arrangement for the delivery of Interconnector's Renewable Gas into the Utility System has been made prior to such termination.

(P) Utility may terminate this Agreement if Interconnector breaches or otherwise fails to perform or observe in any material respect any provision of this Agreement not otherwise addressed in this Section 15(a).

(Q) Either Party may terminate this Agreement (1) in the event the Utility Facilities are not Released to Operations within two (2) years after the Effective Date; (2) in the event that any of the conditions in Section 3(a) have not been satisfied or waived by the Parties by the time specified therein; or (3) in accordance with Section 4(c)(i) or 4(c)(ii)(C).

(R) Either Party may terminate this Agreement if the CPUC or FERC at any time asserts: (1) that Interconnector is a public utility or subject to regulation by such regulatory body; or (2) that such regulatory body may prevent either Party from complying with this Agreement.

(S) Either Party may terminate this Agreement if any Applicable Laws and Regulations relating to that Party's obligations under this Agreement, enacted or issued after the Effective Date, materially affects that Party's performance under this Agreement in a manner which is unacceptable to that Party, in its sole discretion.

(b) Cure Period for Certain Termination Events.

(i) Utility shall provide sixty (60) days advance Notice to Interconnector if Utility elects to terminate this Agreement under Sections 15(a)(i)(I) through (P). If Interconnector fails to cure the termination event within such sixty (60) day period, this Agreement shall automatically terminate unless otherwise agreed to by the Parties prior to such termination, without the requirement of any further action by the Parties

(ii) A Party terminating this Agreement under Sections 15(a)(i)(Q) through (S) shall provide Notice to the other Party. Within fifteen (15) days of receipt of the Notice, the Parties shall discuss in good faith whether or not this Agreement can be restructured on a mutually satisfactory basis under the circumstances to address the basis for termination. In the event the Parties are unable to agree on such a restructuring within forty-five (45) days after the first meeting on such matter, this Agreement may either (1) be extended up to an additional ninety (90) days thereafter by mutual consent obtained on or before such forty-fifth (45th) day, or (2) be terminated if any Party, within fifteen (15) days thereafter, gives ten (10) days prior Notice.

(c) Post-Termination.

(i) Upon the termination of this Agreement Utility shall have the right to disconnect the Utility Facilities from Interconnector's Facilities.

(ii) Termination of this Agreement shall not release either Party from its obligation to make payments or compensate the other Party for damages or costs, if any are due or have been incurred, or for amounts accrued or then due and owing, or for any amounts required or owed under this Agreement.

(iii) Notwithstanding the termination of this Agreement, the rights and obligations of each Party, which contain or refer to subject matter which relates to time periods subsequent to the termination of this Agreement, shall survive, including Sections 4(e), 9, 11, 12, 13, and 14.

SECTION 16

PERFORMANCE ASSURANCE; GUARANTY

(a) Performance Assurance Requirement. Interconnector agrees to deliver to Utility Performance Assurance in the form of a cash deposit or Letter of Credit to secure its obligations under this Agreement in an amount equivalent to one million dollars (\$1,000,000.00). The Performance Assurance must be delivered to Utility within five (5) Business Days following the date that Release to Operations occurs.

(b) Payment and Transfer of Interest. Utility shall pay interest on cash held as Performance Assurance, at the Interest Rate and on the Interest Payment Date. Utility will transfer to Interconnector all accrued Interest Amount calculated up until one day prior to the Interest Payment Date on the unused cash Performance Assurance using the payment instructions in Exhibit D.

(c) Return of Performance Assurance. Utility shall return the unused portion of Performance Assurance, including the payment of any Interest Amount due thereon pursuant to Section 16(b) above, to Interconnector promptly after each of the following has occurred: (i) this Agreement has terminated; and (ii) all payment obligations of Interconnector arising under this Agreement, including the Utility Facilities Termination Charge, indemnification payments, or other damages are paid in full.

(d) Letter of Credit. Performance Assurance provided in the form of a Letter of Credit is subject to the following provisions:

(i) If Interconnector has provided a Letter of Credit pursuant to any of the applicable provisions in this Section 16, then Interconnector shall renew or cause the renewal of each outstanding Letter of Credit on a timely basis.

(ii) In the event the issuer of such Letter of Credit at any time fails to maintain the requirements of an Eligible LC Bank or Letter of Credit; indicates its intent not to renew such Letter of Credit; or fails to honor Utility's properly documented request to draw on such Letter of Credit, then Interconnector shall cure such occurrence in an amount equal to the outstanding Letter of Credit by completing within five (5) Business Days after the date of Utility's Notice to Interconnector of an occurrence listed in this subsection either:

(A) providing a substitute Letter of Credit that is issued by an Eligible LC Bank, other than the bank which is the subject of Utility's Notice to Interconnector; or

(B) posting cash.

(iii) If Interconnector fails to cure as provided in Section 16(d)(ii) or if such Letter of Credit expires or terminates without a full draw thereon by Utility, or fails or ceases to be in full force and effect at any time that such Letter of Credit is required pursuant to the terms of this Agreement, then Interconnector shall have failed to meet the requirements of this Section 16.

(e) Cost. In all cases, the costs and expenses of establishing, renewing, substituting, canceling, increasing, reducing, or otherwise administering the Letter of Credit shall be borne by Interconnector.

(f) Guaranty. Notwithstanding anything to the contrary set forth in this Section 16, in lieu of providing Performance Assurance, Interconnector may secure all (but not less than all) of its obligations under this Agreement by providing to Utility a guaranty (“Guaranty”), in form and substance satisfactory to Utility in its sole discretion, from a Guarantor that satisfies Utility’s creditworthiness requirements and is otherwise acceptable to Utility in its sole discretion. The Guaranty must be delivered to Utility within five (5) Business Days following the date that Release to Operations occurs. If at any time Utility determines, in its sole discretion, that the Guarantor is no longer creditworthy (or Utility is unable to determine the creditworthiness of the Guarantor), Interconnector shall, within fifteen (15) days after Notice from Utility, (a) provide to Utility a replacement Guaranty, in form and substance satisfactory to Utility in its sole discretion, from a replacement Guarantor that satisfies Utility’s creditworthiness requirements and is otherwise acceptable to Utility in its sole discretion, or (b) provide Performance Assurance in accordance to this Section 16.

SECTION 17

ADDITIONAL PROVISIONS

(a) Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California, without regard to its conflicts of law principles. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

(b) Interpretation. The following rules of interpretation shall apply:

(i) Unless otherwise specified herein, all references to any agreement or other document of any description shall be construed to give effect to amendments, supplements, modifications or any superseding agreement or document as then existing at the applicable time to which such construction applies.

(ii) Capitalized terms used in this Agreement, including the appendices hereto, shall have the meaning set forth in Section 2 or in Utility’s Gas Rule No. [], unless otherwise specified.

(iii) Any reference in this Agreement to any natural person, Governmental Authority, corporation, partnership or other legal entity includes its permitted successors and assigns or any natural person, Governmental Authority, corporation, partnership or other legal entity succeeding to its function.

(iv) Any reference to any Applicable Laws and Regulation means such Applicable Laws and Regulation as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effective from time to time, including rules and regulations promulgated thereunder.

(v) All references to dollars are to U.S. dollars.

(vi) The term “days” shall refer to calendar days unless otherwise noted as Business Days.

(vii) The term “including” when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation.

(c) Amendment. No amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both Parties.

(d) No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

(e) Waiver.

(i) The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

(ii) Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement.

(iii) Termination of this Agreement for any reason by Interconnector shall not constitute a waiver of Interconnector's legal rights to obtain an interconnection from Utility.

(iv) If any waiver of this Agreement is requested, such request shall be provided in writing.

(f) Entire Agreement. This Agreement, including all Exhibits, and any incorporated tariffs or Gas Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. This Agreement shall be binding on each Party's successors and permitted assigns.

(g) Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

(h) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

(i) Severability. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (i) such portion or provision shall be deemed separate and independent; (ii) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (iii) the remainder of this Agreement shall remain in full force and effect.

(j) Governmental Authority. This Agreement shall be subject to all Applicable Laws and Regulations. The Parties agree to abide by the applicable sections of Utility's Gas Rules and tariffs, as revised from time to time. If at any time, the CPUC or any branch thereof, issues a finding or opinion, formal or informal, that this Agreement is inconsistent with CPUC rules, regulations, decisions, or policy,

then this Agreement shall be amended to eliminate any inconsistency. This Agreement shall at all times be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

(k) Force Majeure. Neither Utility nor Interconnector shall be considered in default in the performance of its obligations under this Agreement, except obligations to make payments hereunder, to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected Party ("Force Majeure Event"). A Force Majeure Event shall include acts of God, a public enemy, or a Governmental Authority, strikes, lockouts, riots, rebellions, washouts, earthquakes, wildfires, floods, storms, extreme weather conditions, freezing of lines, pandemics, epidemics, quarantines, or any cause or causes of whatsoever nature (whether like or unlike those herein enumerated) beyond the reasonable control of either Party and which by the exercise of due diligence such Party is unable to prevent or overcome. In the event either Party claims that performance of its obligations was prevented or delayed by Force Majeure, that Party shall promptly provide Notice to the other Party of the circumstances preventing or delaying performance. Such Party so claiming a cause-delayed performance shall endeavor, to the extent reasonable, to promptly remove the obstacles which preclude performance within a reasonable period of time.

(l) Execution of Documents. Each Party shall do all necessary acts and make, execute, and deliver such written instruments as shall from time to time be reasonably necessary to carry out the terms of this Agreement.

(m) Monitoring, Testing, Reporting and Recordkeeping Requirements. Each Party will comply with all federal, state and local reporting requirements and shall adhere to all monitoring, testing, reporting and recordkeeping requirements issued pursuant to but not limited to CPUC decisions, rules, and General Orders, California Statutes and Health and Safety Codes.

(n) Confidentiality. This Agreement is subject to the terms of that certain Confidentiality Agreement, dated [____], between the Parties in accordance with and to the extent set forth therein.

(o) Publicity. Any public statements, publicity or press releases concerning this Agreement and the transactions contemplated by this Agreement shall be jointly planned and coordinated by and between the Parties. No Party shall act unilaterally regarding such publicity or press releases without the prior written approval of the other Party, which approval shall not be unreasonably withheld.

(p) Cooperation. The Parties shall cooperate with each other to achieve the purpose of this Agreement, including executing such other and further documents and taking such other and further actions as may be necessary or convenient to affect the transactions described herein. Neither party will intentionally take any action, or omit to take any action, which will cause a breach of such Party's obligations pursuant to this Agreement.

(q) Safety and Health. Each Party shall ensure that any time its employees, agents, contractors, or subcontractors are accessing the other Party's facilities, such employees, agents, contractors, or subcontractors are abiding by reasonable safety, operational and drug policies, practices, and procedures, consistent with those customary in the natural gas industry, establishing minimum rules and standards to be followed while working on or near the Interconnection Point.

<< Signature Page Follows >>

ID: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the Effective Date.

[Utility Name Here]

[Interconnector Name Here]

Signature

Signature

Print Name

Print Name

Title

Title

**EXHIBIT A
INTERCONNECTOR’S FACILITIES, INTERCONNECTION POINT AND UTILITY
FACILITIES**

[UTILITY METER NUMBER] – [UTILITY METER NAME]

Interconnector’s Facilities

Interconnector’s Facilities Drawings and Description of Gas Sources, Conditioning and Upgrading Facilities, and Contact Information

Drawings and Description of Interconnector’s Facilities and Gas Sources *[Utility to Complete based on Interconnector provided information]*

Description of Process

Block Flow Diagram

Piping & Instrument Diagram

Estimated flow rate (MScf/d)	
Estimated heating value (Btu/Scf)	
Select Renewable Gas resource type at right	<input type="checkbox"/> Waste water treatment plant <input type="checkbox"/> Synthetic Gas <input type="checkbox"/> Dairy farm <input type="checkbox"/> Forest waste <input type="checkbox"/> Non-hazardous landfill <input type="checkbox"/> Food waste <input type="checkbox"/> Agricultural waste <input type="checkbox"/> Other
Renewable Gas source project name: _____ _____	Physical Address: _____ _____ _____

Contact Information for Appointed Physical Operator *[Interconnector to Complete]*

ID: _____

Name: _____ Company: _____	Mailing Address: _____ _____
Phone: _____ Mobile: _____ Fax: _____ Email: _____	Physical Address (if different): _____ _____

Contact Information for Operating Agent [Interconnector to Complete] [Complete whether or not a Physical Operator has been appointed under this Agreement.]	
Name: _____ Company: _____	Mailing Address: _____ _____
Phone: _____ Mobile: _____ Fax: _____ Email: _____	Physical Address (if different): _____ _____

Utility Interconnection Point and Facilities

Drawings and Description of Interconnection Point and Utility Facilities [Utility To Complete]	
Requested Interconnect Minimum Capacity (MScf/d)	
Minimum Flow Requirement (MScf/d)	
Interconnect Capacity (MScf/d)	
Maximum Delivery Pressure (psig)	
Utility Receiving Pipeline	Line Number: Mile Point: MAOP:
Release to Operations Date	

**EXHIBIT B
INTERCONNECTOR DECLARATION**

[INTERCONNECTOR NAME] (“Interconnector”) hereby declares that (1) it has title to and is fully authorized to transport all Gas that flows onto the Utility System from the Renewable Gas source(s) referenced in Exhibit A, and (2) it will appoint an authorized agent in accordance with the requirements of Utility’s Balancing Agreement.

This declaration is effective as of the signature date below.

Utility may rely on this declaration, and Interconnector warrants that it shall indemnify and hold Utility harmless from and against any and all claims related to its declaration of title and authority to transport Renewable Gas onto the Utility System.

[INTERCONNECTOR NAME]:

Signature: _____

Print Name: _____

Title: _____

Date: _____

**Exhibit C – [x]
INTERCONNECTOR NONHAZARDOUS SOURCE CERTIFICATION**

I, [full name of certifying individual], being the [job title] of [full legal name of renewable gas interconnector] (“Interconnector”), hereby certify as follows:

1. I have the authority to execute, and, in accordance with the requirements of Utility’s Gas Rule No. [] in effect on the date of this Certificate, do hereby execute, this Certificate on behalf of Interconnector;
2. Renewable Gas injected pursuant to this Agreement is not collected from a Hazardous Waste Facility, as that term is defined in Section 25117.1 of the California Health and Safety Code, as may be amended from time to time; and
3. Interconnector is in compliance with the following Health and Safety Code Sections 25421(g)(1) and (2), as they may be amended from time to time; the actual language of the Code sections takes precedence over language written below:

“(1) A person shall not knowingly sell, supply, or transport, or knowingly cause to be sold, supplied, or transported, biogas collected from a hazardous waste landfill to a gas corporation through a common carrier pipeline.”

“(2) A gas corporation shall not knowingly purchase gas collected from a hazardous waste landfill through a common carrier pipeline.”

[INTERCONNECTOR NAME]:

Signature: _____

Print Name: _____

Title: _____

Date: _____

ID: _____

Exhibit C – [x]
INTERCONNECTOR REDUCED SILOXANE TESTING QUALIFICATION CERTIFICATION

I, *[full name of certifying individual]*, being the *[job title]* of *[full legal name of renewable gas interconnector]* (“Interconnector”), hereby certify as follows:

1. I have the authority to execute, and, in accordance with the requirements of Utility’s Gas Rule No. [] in effect on the date of this Certificate, do hereby execute, this Certificate on behalf of Interconnector;
2. Interconnector’s biogas is sourced only from dairy, animal manure, agricultural waste, forest residues, and/or commercial food processing waste and the biogas does not contain siloxanes;
3. Products containing siloxanes are not used at Interconnector’s facilities in any way that allows siloxane to enter the biogas or biomethane; and
4. Interconnector shall notify Utility within 30 days of discovery, in accordance with the Notice provision in this Agreement, that the certifications set forth in paragraphs 2 or 3 are no longer true.

[INTERCONNECTOR NAME]:

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT D
INVOICING AND PAYMENT INSTRUCTIONS

(Changes to any of the following information may be made by either Party by giving five (5) Business Day's written notice prior to the effective date of the change.)

Payments to Utility by Wire: (Please include invoice number on the wire to facilitate reconciliation of the payment)	
Business Name	Information To Be Supplied
Mailing Address	Information To Be Supplied
ABA Routing Number	Information To Be Supplied
Account Name	Information To Be Supplied
Account Number	Information To Be Supplied

Payments to Utility by Check: (Please include invoice number on the check to facilitate reconciliation of the payment)	
Business Name	Information To Be Supplied
Mailing Address	Information To Be Supplied

Payments to Interconnector:	
Business Name	Information To Be Supplied
Attention	Information To Be Supplied
Mailing Address	Information To Be Supplied

Invoices to Interconnector:	
Business Name	Information To Be Supplied
Attention	Information To Be Supplied
Mailing Address	Information To Be Supplied

ID: _____

**EXHIBIT E
FORM OF WORK ORDER**

1. Scope of Work.
2. Payment.
3. Additional Information or Requirements.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Order to be duly executed by their authorized representatives as of the last date set forth below.

[Utility Name Here]

[Interconnector Name Here]

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

EXHIBIT F
INTERCONNECTOR'S SELF-BUILD OPTION

1.1. Self-Build Facilities. Where Interconnector has elected the Self-Build Option with respect to the Utility Facilities (such Utility Facilities, the "Self-Build Facilities"), all work must be performed in accordance with (a) Utility's planning and design standards and practices, design criteria, specifications for equipment and materials, construction standards and methods, and operational and maintenance requirements (all of which Utility shall make reasonably available to Interconnector for Interconnector's inspection and subsequent use), and (b) all Applicable Laws and Regulations, including jurisdictional permit requirements. Utility reserves the right to provide to Interconnector and Interconnector shall accept and use if provided, certain elements of the design of Utility's choosing, including the Screening Study, Interconnect Capacity Study, Preliminary Engineering Study (each as described in Utility's Gas Rule No. []), standard facility designs, and/or the measurement elements of the design, including the meter, Gas chromatograph, Programmable Logic Controller (PLC), SCADA controller, and software logic and programming used to control the Gas measurement equipment and communication between the measurement skid and Utility's SCADA system.

1.2. Interconnector Parties. All design, jurisdictional permitting, and construction and installation work must be performed using Utility-qualified Interconnector Parties. At a minimum, Interconnector shall, and shall contractually require each Interconnector Party to (a) employ and utilize workers properly qualified and skilled, (b) comply with Applicable Laws and Regulations, (c) satisfy the insurance requirements set forth in Attachment 1 to this Exhibit F, and (d) indemnify and defend Utility and hold it harmless, in accordance with the terms of this Agreement, from all liability in connection with Interconnector's or an Interconnector Party's work.

1.3. Self-Build Facilities Installation. Interconnector shall be responsible for the actions or inactions of each Interconnector Party as well as for all construction and installation, equipment, and facility requirements arising out of or in connection with the Self-Build Facilities, all at Interconnector's expense and all as further documented in the applicable Work Order(s), including all trenching/excavation, backfilling compaction, surface repair, including furnishing any imported backfill material required, furnishing and installing all measurement, processing, monitoring equipment, pipes, valves, fittings, regulators, meters, analyzers, and substructures, all in accordance with Utility's specifications.

1.4. Inspection of the Self-Build Facilities. Any and all work of Interconnector with respect to the Self-Build Facilities is subject to inspection, testing, and acceptance or rejection by Utility at all times in accordance with the testing methods and acceptance criteria set forth in the applicable Work Order or, if none, in accordance with such methods and criteria as Utility determines before or at the time of any such inspection. All such inspection and testing shall be performed by Utility personnel and/or agents and shall be paid for by Interconnector. Without limiting the generality of the foregoing, Utility shall have, at its sole discretion, the right to establish design and construction hold points for engineering and inspection oversight, and approve that the engineering, design, permit and/or installation and construction of Self-Build Facilities comply with Utility's standards, specifications, plans, procedures and other requirements. Interconnector shall not proceed to work beyond the hold points until receiving clearance from the Utility to do so. Interconnector acknowledges and agrees that such right of inspection of the Interconnector's work by Utility will not relieve Interconnector of responsibility for the proper performance of the work, nor shall such inspection waive Utility's right to reject the work at a later date. Interconnector agrees not to rely upon such inspections and approvals to meet Interconnector's responsibilities under this Agreement or for any

other purpose, and agrees to hold Utility harmless from, and Interconnector hereby releases Utility from, any and all liability related directly or indirectly to the use or application of such inspections and approvals.

1.5. Final Acceptance of Self-Build Facilities. As part of and as a condition precedent to Utility's final acceptance of the Self-Build Facilities, Utility shall have the right to (a) inspect, test, and accept or reject all construction and installation work, (b) review all final control and measurement system(s) programming and configuration, (c) perform acceptance testing, (d) commission the Self-Build Facilities (including functional, logic, programming and communication checkouts), (e) require that Interconnector deliver all documentation related to the Self-Build Facilities, including all as-built drawings, warranties, spare parts, attic stock, and manuals, and (f) perform such other tasks or deliver such other project documentation, licenses, permits, registrations, and certificates, as deemed necessary by Utility, in its sole discretion, to enable Utility to accept such Self-Build Facilities. All such inspection, testing, commissioning and other work to be performed by Utility as part of its final acceptance of the Self-Build Facilities shall be performed by Utility personnel and/or agents and shall be paid for by Interconnector. Utility shall have a minimum of thirty (30) days following the completion of construction and prior to the date that Release to Operations occurs to perform programming, testing and commissioning activities. If Utility finds any defect in or noncompliance with the Self-Build Facilities, it shall deliver Notice to Interconnector identifying such defect or noncompliance, and any outstanding work or deliverables related thereto. Interconnector shall then promptly have such defective or noncompliant work remedied at its expense; provided, however, that Interconnector shall only perform such remediation work after Utility, at its sole discretion, determines that it can safely disconnect, and does disconnect, the Self-Build Facilities from the Utility System.

1.6. Ownership of Self-Build Facilities. Upon final acceptance of the Interconnector-designed and/or constructed Self-Build Facilities by Utility, which shall occur no earlier than all of the requirements set forth in Section 1.5 of this Exhibit have been satisfied in Utility's sole discretion, ownership of such Self-Build Facilities shall transfer to (and vest in) Utility in accordance with the terms of an Agreement for Transfer of Ownership of Interconnection Point Systems (Form [____]) executed by the Parties. All Self-Build Facilities installed pursuant to this Agreement or otherwise shall be and remain at all times, the sole property of Utility.

1.7. Non-Compliance with Applicable Laws and Regulations or Utility Standards. If, prior to the transfer of ownership of the Utility Facilities from Interconnector to Utility, the Interconnection Point and/or the Utility Facilities are deemed noncompliant with any Applicable Laws and Regulations or Utility's standards, specifications and requirements, in each case, as interpreted by Utility in its sole discretion, Utility may send Interconnector a Notice of the noncompliance and, to the extent the noncompliance does not, in Utility's sole discretion, require immediate action, provide a cost estimate and scope of additional work for correction that would be done pursuant to the terms herein. Interconnector shall have thirty (30) days to respond to Utility with payment of estimated costs for the specified remediation project. If immediate action is required, Utility may suspend access and take whatever other measures it deems reasonable and prudent, including disconnecting Utility Facilities from Interconnector's Facilities and from Utility's system and depressurizing Utility's Facilities, unless and until Interconnector has funded remediation pursuant to a Work Order. Further, if the remediation work qualifies to be done as part of Interconnector's Self-Build Option, Interconnector shall respond within such thirty (30) days and elect to self-perform such remediation work pursuant to the terms of Exhibit F following Utility's disconnection and depressurization, if applicable, of Interconnector Self-Build Facilities. At such time Interconnector must pay Utility's estimated costs to be incurred for such self-performance of the remediation work and guarantee that the completion date for the work will be the earlier of (A) such completion date as prescribed by the applicable Governmental Authority, if applicable, and (B) within six (6) months of the Notice of non-compliance. Failure by Interconnector to provide an acceptable and timely response to Utility shall, without limiting Utility's other rights set forth in this Agreement, result in a suspension (or continued

suspension) of access at the Interconnection Point until such time as the identified issue is corrected to Utility's satisfaction.

1.8. Warranty. Prior to the final acceptance of the Self-Build Facilities by Utility, Interconnector shall be responsible for (a) the continued maintenance of the Self-Build Facilities to preserve its integrity, (b) the safe and reliable operation of the Self-Build Facilities in accordance with Applicable Laws and Regulations, and (c) all injury and damage resulting from operation of the Self-Build Facilities. After transfer, Utility shall assume responsibility for operation of the Self-Build Facilities and provision of service and shall, per the terms of this Agreement, assume liability for operation of the Self-Build Facilities except with respect to defects known to Interconnector and not disclosed to Utility during the transfer of ownership process or breach of Interconnector's representations. Interconnector warrants that all work and/or equipment furnished or installed by Interconnector and/or any Interconnector Parties shall be free of defects in workmanship and material, in accordance with CPUC General Order 112-F (or its successor) and each other applicable CPUC General Order as well as Utility's planning, design standards, design criteria, and specifications, and shall otherwise meet or exceed Good Utility Practices. Interconnector shall require a warranty on installation and parts from all such Interconnector Parties that is acceptable to Utility, in its reasonable discretion (it being understood that any such warranty will be deemed reasonable if it is equivalent to the warranty Utility would receive on such installation and parts from such Interconnector Party absent Interconnector's election of the Self-Build Option), and shall assign such warranty to Utility. Should the Self-Build Facilities develop defects during the applicable warranty period, Utility, at its election, shall either (a) repair or replace the defective work and/or equipment per the terms of this Agreement, or (b) demand that Interconnector repair or replace the defective work and/or equipment. In either event, Interconnector shall be liable for all costs, claims or other liabilities associated with such repair and/or replacement. Interconnector, upon demand by Utility, shall promptly correct, to Utility's satisfaction and that of any Governmental Authority, any breach of any warranty.

1.9. Environmental Terms and Conditions.

1.9.1. For purposes of this Agreement, the following terms shall have the following meanings:

1.9.1.1. "Hazardous Materials" means any chemical, substance, material, controlled substance, object, product, by-product, residual, condition, solid, hazardous waste, or any combination thereof, that is hazardous to human health, safety, or the environment due to its ignitability, corrosivity, reactivity, toxicity, or other harmful or potentially harmful properties or effects. Hazardous Materials include (a) any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, and substances defined as "hazardous substances," "hazardous material," "hazardous wastes," or "toxic substances" in, under, or pursuant to any EH&S Law, and (b) oil or petroleum products, asbestos, and any asbestos containing materials, radon, polychlorinated biphenyls, urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions, and waste, or any combination thereof, that now are, or after the Effective Date become listed, defined, or regulated by any EH&S Law.

1.9.1.2. "EH&S Law" means any and all applicable federal, state, regional, county, or local law, regulation, decision of the courts, ordinance, rule, code, order, directive, guideline, permit, or permit conditions, which, on or after the Effective Date relate in any way to worker or workplace safety, environmental conditions, environmental quality or policy, or health and safety issues or concerns (including product safety). EH&S Law includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980,

the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Carpenter-Presley-Tanner Hazardous Substance Account Act, the Toxic Substance Control Act, the Safe Drinking Water and Toxic Enforcement Act, the California Hazardous Waste Control Law, the Occupational Safety and Health Act, the California Occupational Safety and Health Act, the Porter-Cologne Water Quality Control, and, in each case, applicable regulations or rules promulgated thereunder.

1.10. Without limiting Section 1.2 of this Exhibit F, Interconnector agrees to use, and agrees that it shall require each Interconnector Party, if any, to use only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by any applicable EH&S Law or Governmental Authority to enable such personnel to perform their work involving any part of Interconnector's obligations under this Agreement.

1.11. Interconnector agrees that all materials and equipment to be supplied or used by Interconnector or any Interconnector Party in the performance of its obligations under this Agreement, including vehicles, loading equipment, and containers, shall be in good condition and fit for the use(s) for which they are employed by Interconnector or such Interconnector Party, if any. Interconnector further agrees that none of the materials to be supplied or used by Interconnector and any Interconnector Party in the performance of its obligations under this Agreement shall contain asbestos or asbestos-containing materials, unless feasible alternatives or commercially reasonable replacements do not exist or are not available. Such materials and equipment shall at all times be maintained, inspected and operated as required by applicable EH&S Law. Interconnector further agrees that all licenses, permits, registrations and certificates or other approvals required by any EH&S Law or Governmental Authority shall be procured and maintained for such materials and equipment at all times during the use of the same by Interconnector or any Interconnector Party in the performance of any of Interconnector's obligations under this Agreement.

1.12. Interconnector specifically agrees that in the performance of its obligations under this Agreement, Interconnector shall at all times fully comply with and cause each Interconnector Party, if any, to fully comply with all applicable EH&S Laws. Interconnector shall immediately inform Utility of any conflict between any EH&S Law and any Utility standard practice or description of any of Interconnector's obligations under this Agreement, but such duty to inform shall not relieve Interconnector of any liability or indemnity requirement for failure to comply with all applicable EH&S Laws. Interconnector further agrees that Interconnector shall obtain and maintain in effect at all times, and cause all Interconnector Parties to obtain and maintain in effect at all times, at its and their sole cost and expense, all licenses, permits, registrations, certificates, and approvals required by any EH&S Law or by any Governmental Authority for the work undertaken by Interconnector or such Interconnector Parties and in the performance of Interconnector's obligations under this Agreement.

1.13. All Hazardous Materials used in connection with the obligations required under this Agreement shall be promptly and properly managed, containerized, stored, removed, transported and disposed of by Interconnector in accordance with all applicable EH&S Law. Without in any way limiting the foregoing, Interconnector shall not, under any circumstances, cause or permit the spillage, discharge, emissions, or release of any Hazardous Materials in the performance of Interconnector's obligations under this Agreement. If spillage, discharge, emission, or release should accidentally occur through Interconnector's actions or the actions of its employees, officers, representatives, contractors or subcontractors, then Interconnector shall immediately notify Utility and take such actions in accordance with Section 1.17 below. Furthermore, Interconnector is absolutely prohibited from creating, disposing, recycling, treating,

releasing or handling any kind of Hazardous Materials at, on or within any Utility-owned or operated facility or property.

1.14. In connection with its performance under this Agreement, Interconnector shall not store any Hazardous Materials for periods in excess of applicable site storage limitations imposed by EH&S Law, other laws or Utility's standard practices, whichever shall be more restrictive. Interconnector shall take, at its expense, all actions necessary to protect third parties, including Utility's tenants, employees, and agents, from any exposure to, or hazards of, Hazardous Materials which are associated in any manner with any of Interconnector's obligations under this Agreement, including site soils and/or groundwater contamination while they are, or should be, under Interconnector's control, as well as any discharges, releases, and spills of such Hazardous Materials. Furthermore, Interconnector may not store any kind of Hazardous Materials, at, on or within any Utility-owned or operated facility or property, without prior written authorization from Utility, which authorization shall be limited solely to specific Hazardous Materials and quantities thereof identified in a list prepared by Interconnector, and solely to certain, specific Utility facilities and properties identified in a list also prepared by Interconnector of where these Hazardous Materials will be stored.

1.15. Interconnector shall comply with all applicable EH&S Laws and the requirements of Governmental Authorities; however, Interconnector shall exert all efforts to reach and consult with Utility's representative prior to making any report to Governmental Authorities pursuant thereto and shall follow Utility's representative's instructions so long as they are consistent with Interconnector's legal obligations.

1.16. In the event of any unauthorized release of a Hazardous Material by Interconnector, Interconnector shall perform the following actions: (a) Take all reasonable steps necessary to stop and contain said release; (b) Make any report of such release as required under EH&S Law; and (c) Clean up such release as required by the applicable Governmental Agency.

1.17. Interconnector shall immediately notify Utility's representative of the following upon the occurrence of any unauthorized release of Hazardous Material in connection with Interconnector's obligations under this Agreement: (a) A description of the release; (b) The identification of the Hazardous Material and the volume released; (c) Death of any person; (d) Property damage; (e) Any communication from any Governmental Agency that alleges that Interconnector is not acting in compliance with EH&S Law; (f) Any communication from any Governmental Agency that affects any permits or licenses necessary to perform Interconnector's obligations under this Agreement.

1.18. Within 36 hours of the release covered by this Agreement, Interconnector shall submit to Utility's representative a written report, in a format required by Utility, describing in detail any event of any release of a Hazardous Material. Such report shall include the following information: (a) Name and address of Interconnector and any subcontractor(s) involved; (b) Name and address of Interconnector's commercial and environmental liability insurance carrier; (c) Name and address of any injured or deceased persons, if applicable; (d) Name and address of any property damage, if applicable; (e) A detailed description of the release including the identification of the Hazardous Material, the date and time of the release, the volume released, and the nature of any environmental contamination; (f) A determination of whether any of Utility's personnel, equipment, tools or materials were involved; (g) A detailed description of all reports made to any Governmental Agency, and a description of the actions taken to respond to the release.

1.19. Interconnector shall NOT: (a) Transport any Hazardous Material that Utility generated for purposes of treatment, storage, recycling and/or disposal or (b) Conduct any treatment, storage, recycling and/or disposal of any Utility generated Hazardous Material unless specifically authorized by Utility in writing to

perform such activities. If Interconnector is authorized by Utility to perform such activities, then the following terms and conditions shall apply:

- 1.19.1. Interconnector shall not transport any Utility generated Hazardous Material to any treatment, storage, recycling and/or disposal facility (hereinafter called "TSDF") not authorized by Utility in writing. Prior to transporting Utility generated Hazardous Material in each case, Interconnector shall confirm that the TSDF has procured and maintained in effect all licenses, permits, registrations, certificates or other authorizations required by any EH&S Law or Governmental Authority to lawfully receive, handle, transport, store, treat, recycle, incinerate, dispose of, or otherwise manage or use such Hazardous Material. Interconnector shall not transport any Utility generated Hazardous Material to any TSDF which is unable or fails to provide such confirmation and Interconnector shall immediately notify Utility. Utility reserves the right at any time, in Utility's sole discretion, to cancel its authorization of any TSDF by written notice to Interconnector.
- 1.19.2. Utility shall, when required by EH&S Law, provide Interconnector with a complete and executed Hazardous Waste Manifest or other shipping documentation for Utility generated Hazardous Material to be transported for treatment, storage, recycling and/or disposal. Interconnector's transportation, recycling, treatment, storage, and/or disposal of any such Hazardous Material in accordance with this Agreement shall be documented by Interconnector utilizing, among other things, the Hazardous Waste Manifest tracking system or other records as required by EH&S Law, copies of which shall be provided to Utility within ten (10) calendar days of shipment.
- 1.20. Upon taking possession of and transporting Hazardous Material conforming to Utility's Hazardous Waste Manifest from Utility's facility, or from any other place of transfer, or upon accepting delivery of Utility's Hazardous Material at an authorized TSDF, whichever circumstances are applicable, the title, risk of loss, and all other incidents of ownership to such Hazardous Material shall be transferred from Utility and vested in Interconnector.
- 1.21. Utility warrants that the Hazardous Waste Manifest(s) or other shipping document required by this Agreement and/or any EH&S Law to be prepared by Utility shall properly identify the Hazardous Material to be transferred to Interconnector.
- 1.22. Interconnector shall provide the following to Utility for each material which Interconnector furnishes under this Agreement: (a) A completed Material Safety Data Sheet (MSDS) for each product or substance which contains a Hazardous Material as defined herein; and (b) A written statement for each material that is a Mixture or Trade Name Product which contains a Toxic Chemical subject to the reporting requirements of Section 313 or EPCRA (40 CFR Section 372 et seq.) including: (i) The name and associated CAS (Chemical Abstract Services Registry) number of the Toxic Chemical; (ii) The specific concentration at which each such Toxic Chemical is present in each such Mixture or Trade Name Product; and (iii) The weight of each such Toxic Chemical in each such Mixture or Trade Name Product.
- 1.23. Indemnification. Without limiting Interconnector's indemnification, defense, and hold harmless obligations otherwise set forth in this Agreement, to the maximum extent permitted by Applicable Laws and Regulations, Interconnector shall be solely responsible for and shall release, indemnify, defend and hold harmless Utility, and Utility's parent and affiliates, including their officers, directors, agents, contractors, and employees thereof, against losses, costs, expenses (including in-house and outside attorneys' fees), claims, enforcement actions, judgments, suits or other obligations or liabilities, resulting from or arising out of or in any way connected with: (a) any Hazardous Material brought onto or generated

at the site by Interconnector (or anyone under or performing work on behalf of Interconnector) during Interconnector's performance of its obligations under this Agreement; (b) the use, storage, transportation, processing or disposal of Hazardous Materials by Interconnector (or anyone under or performing work on behalf of Interconnector) during Interconnector's performance of its obligations under this Agreement; (c) any unauthorized release of a Hazardous Material; (d) any enforcement or compliance proceeding commenced by or in the name of any Governmental Agency because of an alleged, threatened or actual violation of any EH&S Law; (e) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation by Interconnector (or anyone under or performing work on behalf of Interconnector) during Interconnector's performance of its obligations under this Agreement of any EH&S Law; and/or (f) any other cause of whatsoever nature, arising out of or in any way connected with Interconnector's performance or nonperformance of its obligations under this Exhibit F.

ID: _____

**Attachment 1 to Exhibit F (Interconnector's Self-Build Option)
Insurance Requirements**

Instructions: Interconnector will be required to comply with Utility's then-standard insurance requirements, which will be included in this Attachment 1.

ATTACHMENT D
Agreement to Transfer Ownership

AGREEMENT FOR TRANSFER OF OWNERSHIP OF
RENEWABLE GAS SELF-BUILD FACILITIES

between
[Interconnector]
and
[Utility]

This Agreement for Transfer of Ownership of Renewable Gas Self-Build Facilities (“Agreement”) is entered into this _____ day of _____, 20____, by and between [UTILITY] (“Utility”) and [INTERCONNECTOR] (“Interconnector”). Capitalized terms used but not defined in this Agreement shall have the meaning assigned to them in the RGIOA (as defined below).

RECITALS

A. Reference is made to the Renewable Gas Interconnection and Operating Agreement between Interconnector and Utility (“RGIOA”), dated [RGIOA DATE], covering gas delivered through the Interconnection Point at meter [unique identifier for transfer of ownership, such as meter number], pursuant to which the Interconnector has elected to exercise the Self-Build Option for certain Utility Facilities, as specified in Appendix I of this Agreement (“Appendix I”).

B. The Appendix I facilities include, but are not limited to: pipes, valves, fittings, regulators, meters, and other associated facilities and materials to be transferred under this Agreement, and are referred to as the “Self-Build Facilities.”

C. Interconnector desires to transfer ownership of the Self-Build Facilities to Utility, and Utility is willing to accept the transfer of ownership of the Self-Build Facilities subject to the terms and conditions set forth in this Agreement (including its appendices) and the RGIOA.

NOW, THEREFORE, in consideration of the promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. SYSTEM LOCATION

Interconnector desires to transfer ownership of the Self-Build Facilities located on the property more particularly described as follows:

Address: _____

Legal Description:

2. LIENS AND ENCUMBRANCES

Interconnector represents and warrants that Interconnector is the sole owner of the Self-Build Facilities and that no part of the Self-Build Facilities are subject to any lien or encumbrance of any nature whatsoever, including, without limitation, any imposition(s) such as taxes or assessments by a Governmental Authority.

3. RIGHTS-OF-WAY

Where new formal rights-of-way, easements, land leases, permits, or other land rights are required by Utility, in its sole discretion, for the Self-Build Facilities on or over Interconnector's property, or the property of others, Interconnector understands and agrees that Utility shall not be obligated to accept ownership of the Self-Build Facilities unless and until any necessary permanent rights-of-way, easements, land leases, and permits, satisfactory to Utility, are granted to Utility or obtained for Utility by Interconnector without cost to or condemnation by Utility.

4. TRANSFER OF OWNERSHIP OF SYSTEM

Upon completion of construction work and installation of the Self-Build Facilities, the satisfaction of Interconnector's obligations under the RGIOA arising out of Interconnector's election of the Self-Build Option (including, without limitation, Utility's receipt of necessary rights-of-way, easements, land leases, permits, or other land rights, as well as any project documentation, licenses, permits, registrations, and certificates deemed necessary by Utility in its sole discretion, to accept the Self-Build Facilities), Utility's inspection, review, testing, and other activities related to the acceptance of the Self-Build Facilities, as further described in the RGIOA, receipt of inspection approval from Utility and authorities having jurisdiction for the inspections, and Interconnector's transfer to Utility of the value described in Appendix II, Utility shall own, operate, and maintain the Self-Build Facilities pursuant to the RGIOA. On such date, Utility shall accept the Self-Build Facilities by executing this Agreement (the "Transfer Date"), and title to the Self-Build Facilities and each and every component part thereof shall immediately pass from Interconnector to Utility free and clear of all liens and encumbrances, and Interconnector's performance of its obligations under this Agreement shall be

deemed fulfilled except to the extent of any surviving representations, warranties, and other obligations, as further described in Section 20 herein or otherwise set forth in this Agreement (including Appendix III).

5. CONTRIBUTIONS, ADVANCES, AND ALLOWANCES

5.1 VALUE OF SELF-BUILD FACILITIES. Utility, in its sole judgment, shall determine the value of the Self-Build Facilities, and Interconnector shall contribute such value to Utility. Interconnector shall provide an estimate of its cost to purchase and install the Self-Build Facilities, including any internal labor and overheads and all necessary invoices and records to document the value of the Self-Build Facilities. The value of the Self-Build Facilities is described in Appendix II.

5.2 INCOME TAX COMPONENT CONTRIBUTION (“ITCC”). The capital portion of all contributions and advances by Interconnector, to the extent they are taxable to Utility, shall include ITCC at the rate provided in the Preliminary Statement of Utility's California Public Utilities Commission (“Commission”) approved tariff schedules as adopted and implemented. If Interconnector desires to seek a private letter ruling from the IRS, Interconnector must first obtain consent from Utility and the cost will be borne by Interconnector. If Utility and Interconnector jointly agree that a private letter ruling is necessary or desirable, Interconnector and Utility agree to cooperate on the content of the request.

6. PERMITS AND LICENSES

Interconnector represents and warrants that all approvals, permits and licenses required for the efficient and intended operation of the Self-Build Facilities are in full force and effect.

7. AD VALOREM TAXES

Interconnector represents and warrants that all taxes or other assessments on or concerning the Self-Build Facilities for the current tax year and earlier have been paid in full and there are no penalties or delinquency charges owing. The current ad valorem taxes for the tax year in which the Self-Build Facilities are conveyed shall be prorated as of the date of conveyance. Interconnector shall pay to Utility on demand such part thereof as is attributable to the portion of the tax year prior to conveyance of the Self-Build Facilities.

8. THIRD PARTY CONSENTS

Interconnector represents and warrants that all requisite third party consents to sell, assign, and transfer the Self-Build Facilities and rights-of-way, easements, land leases, permits, or other land rights have been secured.

9. CONDITION OF SYSTEM

Interconnector represents and warrants that Self-Build Facilities (a) are in good operating condition, (b) are capable of providing the end users a safe and reliable source of gas service, (c) comply with the Commission's General Orders, (d) are compatible with, and meet Utility's then-current planning, design standards, design criteria, specifications for equipment and material, construction standards and methods, and operational and maintenance requirements, and (e) otherwise satisfy all of Interconnector's representations, warranties, and covenants set forth in the RGIOA arising out of Interconnector's election of the Self-Build Option.

10. LITIGATION, PROCEEDINGS, AND CLAIMS

Interconnector represents and warrants there are no investigations, charges, proceedings, actions, or suits pending, or threatened, before any Governmental Authority, or any other public forum, that could affect, encumber, or burden the Self-Build Facilities or the ability of Utility to operate the Self-Build Facilities, or could result in impairment to or loss of Utility's title to the Self-Build Facilities.

11. GOVERNMENTAL COMPLIANCE

Interconnector represents and warrants that the Self-Build Facilities have been designed, constructed, and operated by or on behalf of Interconnector in full compliance with all Applicable Laws and Regulations, including ordinances and codes, of all city, county, state, and federal Governmental Authorities, and including, but not limited to, laws, rules, and regulations relating to environmental matters; and further including all rulings and orders of the Commission, and no notice from any Governmental Authority has been served upon Interconnector or its agents or upon the Self-Build Facilities, claiming violation of any Applicable Law and Regulations calling attention to the need for any work, repairs, constructions, alterations, or installation on or in connection in any way with the operation of the Self-Build Facilities with which Interconnector has not complied.

12. ASSIGNMENT OF AGREEMENT

This Agreement may be not be assigned by either party without the written consent of the other party. Consent to assignment will not be unreasonably withheld, conditioned or delayed.

Interconnector shall have the right to assign this Agreement, without the consent of Utility, for collateral security purposes to aid in providing financing for the

Interconnector's Facilities. Interconnector will promptly notify Utility of any such assignment for collateral security purposes. Any assignment for collateral purposes entered into by Interconnector shall require that upon any exercise of remedies by the financing party, the entity substituted for Interconnector shall have an equal or greater credit rating as Interconnector and have the legal authority and operational ability to satisfy the obligations of Interconnector under this Agreement.

Either party shall have the right to assign this Agreement, without the consent of the other Party, when the assignment is to a successor, representative, or assignee which shall succeed by purchase, merger, corporate reorganization/restructuring or consolidation to all or substantially all of the assets of the assigning party.

Assignment shall not relieve the assignor of its obligations under this Agreement for the period before the assignment becomes effective, nor shall the non-assigning party's obligations be enlarged, in whole or in part, by reason of the assignment. At the time the assignment becomes effective, the assignee shall become a party to this Agreement and shall undertake all rights and responsibilities under this Agreement.

Any attempted assignment that violates any of the requirements of this Section 12 is void and ineffective.

13. AGREEMENT TERMINATION

Interconnector has the right to terminate this Agreement at any time before the transfer is complete upon written notice to Utility. Notwithstanding an event of termination, within 60 calendar days of receipt of Utility's itemized invoice, Interconnector shall reimburse Utility for its expenses covering any engineering, surveying, right-of-way acquisition, and other associated work incurred by Utility. If such expenses are greater or less than any contribution or advance made to Utility by Interconnector, Interconnector shall pay to Utility or Utility shall refund the balance to Interconnector, without interest, as the case may be. This Section 13 shall survive any termination of this Agreement.

14. INDEMNIFICATION

Without limiting the indemnification, defense, and hold harmless obligations set forth in the RGIOA, to the maximum extent permitted by Applicable Laws and Regulations, Interconnector shall be solely responsible for and shall release, indemnify, defend and hold harmless Utility, and Utility's parent and affiliates, including their officers, directors, agents, contractors, and employees thereof, against losses, costs, expenses (including in-house and outside attorneys' fees), claims, enforcement actions, judgments, suits or other obligations or liabilities, resulting from or arising out of or in any way connected with (a) physical injury or damage to property or person, arising from Interconnector's performance or nonperformance of its obligations under this Agreement, or from the performance or nonperformance of any individual or entity authorized on behalf of Interconnector, and (b) any inaccuracy in or breach of any representation or warranty made by Interconnector in this Agreement or any certificate delivered

pursuant to this Agreement. This Section 14 shall survive any termination of the Agreement.

15. JOINT AND SEVERAL LIABILITY

Where two or more individuals or entities have executed this Agreement and are jointly transferring the Self-Build Facilities under this Agreement, all such parties shall be jointly and severally liable to comply with all terms and conditions herein.

16. NOTICES

Any notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly and duly given when delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnector: [Contact Information To Be Supplied]
Mailing Address:

If to Utility: [Contact Information To Be Supplied]
Mailing Address:

In addition to the notice specified above, notice may also be provided by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below, but must be immediately followed up by a written notice delivered pursuant to the first paragraph of this Section 16:

If to Interconnector: [Contact Information To Be Supplied]
Telephone Numbers:
Facsimile:
Email Address:

If to Utility: [Contact Information To Be Supplied]
Telephone Numbers:
Facsimile:
Email Address:

Either party may change the notice information in this Section 16 by giving notice within five (5) business days prior to the effective date of the change.

17. ADDITIONAL TERMS AND CONDITONS

Appendix III to this Agreement, if applicable, includes additional terms and conditions associated with Utility's acceptance of the transfer of ownership of the Self-Build Facilities.

18. COMMISSION JURISDICTION

This Agreement is subject to the applicable provisions of Utility's tariffs as filed and authorized by the Commission. This Agreement shall at all times be subject to such changes or modifications as said Commission may, from time to time, direct in the exercise of its jurisdiction.

19. INCORPORATION BY REFERENCE

All Appendices and other attachments are incorporated by reference.

20. BRING-DOWN OF REPRESENTATIONS AND WARRANTIES; SURVIVAL

All representations and warranties made by Interconnector are ratified and affirmed as of the Transfer Date. Notwithstanding the foregoing, Utility may, in its sole discretion, require Interconnector to execute a "bring-down certificate" as of the Transfer Date in form and substance acceptable to Utility in its sole discretion. Where the context permits, the terms and conditions of this Agreement shall survive termination.

21. GOVERNING LAW

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California, without regard to its conflicts of law principles. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

22. AMENDMENT

No amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both parties.

23. DISPUTES

Any dispute arising between the parties regarding a party's performance of its obligations under this Agreement or requirements related to the interconnection of the Interconnector's Facilities shall be resolved according to the procedures in Utility's Gas Rule No. [].

<< Signature Page Follows >>

24. SIGNATURE CLAUSE

The signatories have been appropriately authorized to enter into this Agreement on behalf of the party for whom they sign.

Interconnector hereby agrees to the terms and conditions of this Agreement, it being understood that Utility shall execute this Agreement upon its acceptance of the Self-Build Facilities in accordance with the terms of the RGIOA and this Agreement.

INTERCONNECTOR

Signature: _____

Name of Authorized Individual: _____

Title: _____

Mailing Address: _____

Telephone: _____

UTILITY ACCEPTS THE SELF-BUILD FACILITIES THIS _____ DAY OF _____, _____

Signature: _____

Name of Authorized Individual: _____

Title: _____

DATE EXECUTED: _____

For Utility's Use only:

DATE OWNERSHIP OF SELF-BUILD FACILITIES ARE TRANSFERRED TO UTILITY

TRANSFER DATE: _____

WORK ORDER NO.: _____

ASSOCIATED WORK ORDER NOs.: _____

APPENDIX I - DESCRIPTION OF INTERCONNECTOR SELF-BUILD
FACILITIES

APPENDIX II - COST ARRANGEMENTS

APPENDIX III - ADDITIONAL TERMS AND CONDITIONS

ATTACHMENT E
Data Access Agreement

INTERCONNECTOR MEASUREMENT DATA ACCESS DEVICE AGREEMENT

This Interconnector Measurement Data Access Device Agreement (“Agreement”), dated and effective as of date of the latest signature set forth below, is entered into by and between _____ (“Utility”) and _____ (“Interconnector”).

Recitals

Whereas, the Utility is, or will soon be, recording the volumes and composition of gas delivered at the Utility’s natural gas meter located at _____ (“Interconnector’s Facility”) using an electronic pressure and temperature corrective device (“Electronic Measurement Device”) and a gas chromatograph or other gas analyzer (“Gas Quality Measurement Device”), respectively; and

Whereas, the Interconnector can obtain access to temperature and pressure corrected gas delivery data recorded by the Electronic Measurement Device and gas composition data recorded by the Gas Quality Measurement Device by interconnecting to an additional device (“Data Reporting Device”); and

Whereas, at Interconnector’s request, the Utility is willing to allow the Interconnector to connect to the Data Reporting Device at Interconnector’s expense and on terms set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. As a standard component of the Interconnector’s metering facilities, the Utility shall (i) select, engineer, and install the Data Reporting Device as described in Appendix A (unless such selection, engineering, and installation has occurred or will occur pursuant to another agreement between the parties, such as an interconnection agreement, in which case that agreement shall govern such selection, engineering, and installation), and (ii) maintain the Data Reporting Device, in each case, at Interconnector’s Facility. The Data Reporting Device shall be interconnected with the Electronic Measurement Device and the Gas Quality Measurement Device. As set forth in Section 3 hereof, the Interconnector may connect with the Data Reporting Device to access gas delivery and gas composition data.

2. Utility’s estimated cost to select, engineer, and install the Data Reporting Device is \$ _____. A Utility work order must be executed, and Interconnector advance payment received before the Utility will perform the work (if provisions for payment of the estimated cost have not already been made pursuant to an interconnection or other agreement). Prior to termination of this Agreement, the Utility shall submit an invoice to Interconnector for the estimated costs of disconnecting the Interconnector from the Data Reporting Device, which shall be payable by Interconnector within 30 days of the date of such invoice. If, at any time, Utility determines that the actual costs incurred (or to be incurred) by Utility in performing any of the work under this Agreement will exceed or are expected to exceed any previously estimated costs, Utility may invoice Interconnector for the difference between such previously estimated costs and the then-current estimated costs, and Interconnector shall pay the invoice for the additional amount as a condition precedent of Utility continuing work. Upon final determination of the actual costs incurred by Utility in performing any of the work under this Agreement, Utility will perform a true-up of such actual costs compared to the amounts already paid by Interconnector, and will generate an invoice showing the difference, if any. If such actual costs exceed the amount already paid by Interconnector, Interconnector shall pay the amount specified in the invoice within thirty (30) days of receipt of the invoice. If such actual costs are less than the amount already paid by Interconnector, Utility will refund the amount specified in the invoice within thirty (30) days of delivery of the invoice to Interconnector.

3. Upon completion of the installation of the Data Reporting Device and any testing or other procedures deemed necessary by Utility, in its discretion, with respect thereto, Utility will allow the Interconnector, at its expense, to connect to the Data Reporting Device and, in accordance with Interconnector’s selection set forth in Appendix A (which selection must be made by Interconnector on the effective date of this Agreement), access the

temperature and pressure corrected gas delivery data recorded by the Electronic Measurement Device and gas composition data recorded by the Gas Quality Measurement Device.

4. Utility has no responsibility for ensuring when data from the Electronic Measurement Device or the Gas Quality Measurement Device shall be accessible by the Data Reporting Device. Such data is made available solely on an “as available” basis, and such data may not be of billing- ready quality. Utility does not make any representations that such data shall be available regularly or at any particular frequency.

5. NO WARRANTIES. THE UTILITY, NOT BEING THE MANUFACTURER OF THESE DEVICES, MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO EITHER THE OPERATION OF THE ELECTRONIC MEASUREMENT DEVICE, THE GAS QUALITY MEASUREMENT DEVICE, THE DATA REPORTING DEVICE OR THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE ELECTRONIC MEASUREMENT DEVICE, THE GAS QUALITY MEASUREMENT DEVICE, THE DATA REPORTING DEVICE, OR ANY DATA OBTAINED FROM ANY ONE OF THESE DEVICES.

6. To the fullest extent permitted by applicable law and without limiting Interconnector’s indemnification, defense, and hold harmless obligations under any other agreement between the parties, Interconnector shall indemnify, defend and hold harmless the Utility from and against any and all claim or liability of every kind and nature for (i) injury to or death of persons, including without limitation, employees or agents of the Utility or of Interconnector; (ii) damage, destruction or loss, consequential or otherwise, to or of any and all property, real or personal, including without limitation, property of the Utility, Interconnector or any other person; (iii) costs, penalties or fines resulting from the use of data obtained from the Data Reporting Device that results from operational changes initiated by Interconnector or its agents; (iv) violation of local, state or federal laws or regulations; and (v) attorney’s fees and costs, including both retained and in-house attorney’s fees incurred in defending against such claim or liability or enforcing this provision resulting from or in any manner arising out of or in connection with performance of this Agreement, including the indemnity obligations imposed on the Utility by Interconnector, by the local jurisdiction in which any work is performed pursuant to this Agreement or which issues a permit for any part of such work.

7. The parties acknowledge that they have cooperated in the development of this Agreement and it shall not be construed against either party by reason of its preparation.

8. The installation of an Electronic Measurement Device, Gas Quality Measurement Device and/or Data Reporting Device shall not preclude the Utility in its sole discretion, from calculating Interconnector’s gas deliveries or gas quality from a separate measurement device according to its approved practices. Any differences between the gas deliveries or gas composition from the Data Reporting Device and Utility’s determination from either the Electronic Measurement Device or the Gas Quality Measurement Device or a separate measurement device shall be resolved first in favor of the separate measurement device, and then the Electronic Measurement Device or Gas Quality Measurement Device.

9. This Agreement shall remain in effect from the date hereof, unless terminated by either party upon 30 days prior written notice. Upon termination, the interconnection to the Data Reporting Device shall be severed without further notice or obligation. Notwithstanding the termination of this Agreement, the rights and obligations of each party, which contain or refer to subject matter which relates to time periods subsequent to the termination of this Agreement, shall survive, including the obligations to make payments, as well as Sections 5 and 6 shall survive termination.

10. Any notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly and duly given when delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to Interconnector: [Contact Information To Be Supplied]

Mailing Address:

If to Utility: [Contact Information To Be Supplied]

Mailing Address:

In addition to the notice specified above, notice may also be provided by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below, but must be immediately followed up by a written notice delivered pursuant to the first paragraph of this Section:

If to Interconnector: [Contact Information To Be Supplied]

Telephone Numbers:

Facsimile:

Email Address:

If to Utility: [Contact Information To Be Supplied]

Telephone Numbers:

Facsimile:

Email Address:

Either Party may change the notice information in this Section 10 by giving Notice within five (5) business days prior to the effective date of the change.

11. This Agreement shall be governed by and construed under the laws of the state of California, without reference to any principles on conflicts of laws. In the event of any litigation to enforce or interpret any terms of this Agreement, the parties agree that such action will be brought in the Superior Court of the County of []¹, California (or, if the federal courts have exclusive jurisdiction over the subject matter of the dispute, in the U.S. District Court for the []² District of California), and the Parties hereby submit to the exclusive jurisdiction of such courts.

12. This Agreement sets forth the entire understanding of the parties and supersedes any prior discussion or understanding on the matters covered hereby, whether written or oral. This Agreement shall only be modified or amended by an instrument in writing executed by both parties and shall not be modified by any course of performance or usage of trade. No waiver of any right under this Agreement shall be deemed a subsequent waiver of the same right or any other right. To be effective, any waiver of the provisions hereof shall be in writing. Neither party may assign (by operation of law or otherwise) any of its rights or obligations hereunder without the prior written consent of the other party. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of the Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

¹ For PG&E, insert "San Francisco." For Southwest Gas, insert "San Bernardino." For SDG&E, insert "San Diego." For SoCalGas, insert "Los Angeles."

² For PG&E, insert "Northern." For Southwest Gas, insert "Central." For SDG&E, insert "Southern." For SoCalGas, insert "Central."

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals by the duly authorized representatives of the parties.

ACCEPTED AND AGREED TO AS OF THE LATEST SIGNATURE DATE HEREOF:

	Interconnector	Utility
Name:		
Title:		
Signature:		
Date:		

APPENDIX A
INTERCONNECTOR DATA ACCESS OPTIONS

[Utility to specify options at the time this Agreement is executed.]

TABLE A: AVAILABLE DATA

Current Temperature (degrees F)	C6+
Current Static Pressure (psia)	Propane
Current Differential Pressure (psia)	I-butane
Current Flow Rate (Mcf/h)	N-butane
Current Energy Rate (MMBtu/h)	Neo C5
Accumulated Volume (Mcf)	I-pentane
Energy content dry (Btu/cf)	N-pentane
Specific Gravity	Nitrogen
Methane Number (if applicable)	Methane
Gas Chromatograph Failure Alarm	CO2
Odorizer Failure Alarm	Ethane
Total Odorant Injected (lbs.)	O2*
Odorant Injection Rate* (lbs./MMcf)	H2S Alarm*
Moisture* (lbs. water/MMcf)	

* Limited availability