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

Joint Application of Pacific Gas and Electric Company (U 39 G) and Standard Pacific Gas Line Incorporated for Approval of the Sale of Gas Transmission Pipeline Facilities Under Public Utilities Code Section 851, Authorization to Enter Into Inter-Utility Service Agreement and Related Transportation Service Agreement, and Authorization to Acquire Standard Pacific Gas Line Incorporation Stock Under Public Utilities Code Section 852.

(U 39 G)

Application No. 25-12-\_\_\_\_\_

**JOINT APPLICATION OF PACIFIC GAS AND ELECTRIC COMPANY (U 39 G) AND  
STANDARD PACIFIC GAS LINE INCORPORATED FOR APPROVAL OF THE SALE  
OF GAS TRANSMISSION PIPELINE FACILITIES UNDER PUBLIC UTILITIES  
CODE SECTION 851, AUTHORIZATION TO ENTER INTO INTER-UTILITY  
SERVICE AGREEMENT AND RELATED TRANSPORTATION SERVICE  
AGREEMENT, AND AUTHORIZATION TO ACQUIRE STANDARD  
PACIFIC GAS LINE INCORPORATED STOCK UNDER PUBLIC  
UTILITIES CODE SECTION 852**

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UTILITIES CODE SECTION 852**

**I. INTRODUCTION**

Pursuant to Public Utilities Code sections 851, 852, 451, 454, and 701, and Articles 2 and 3 of the Rules of Practice and Procedure of the California Public Utilities Commission (“Commission” or “CPUC”), Pacific Gas and Electric Company (“PG&E”) and Standard Pacific Gas Line Incorporated (“Stanpac”) file this Application to request the Commission to (i) allow Stanpac to transfer substantially all of its remaining pipeline assets to PG&E; (ii) allow Stanpac to enter into a gas transportation agreement with Chevron Pipe Line Company (“Chevron”) and an inter-utility service agreement with PG&E; and (iii) allow PG&E to purchase the remaining stock of Stanpac at the end of a 20-year term in order to wind down Stanpac. PG&E and Stanpac also seek appropriate related authorizations, determinations, and ratemaking.

The series of contracts and arrangements presented by this Application (collectively, the “Transaction”) furthers the historical developments and integration of Stanpac and PG&E’s gas

transmission pipeline systems that have occurred in the years since Stanpac was initially created as a joint venture between PG&E and Standard Oil in the 1930s. The Transaction also promotes the State’s and the Commission’s important gas transition policy priorities. In particular, the Transaction avoids substantial and costly new capital investments in Stanpac’s pipeline system that would be required for Stanpac to fulfill its existing contractual service obligations. By transferring substantially all of Stanpac’s remaining assets to PG&E, the Transaction also provides PG&E with the flexibility to operate a fully integrated system and to divest and decommission Stanpac and/or PG&E facilities as appropriate. Importantly, the Transaction sets a final end date on the Stanpac joint venture, which further facilitates PG&E’s ability to comprehensively implement and advance the State’s and the Commission’s gas transition policy.

As explained in more detail below and in the accompanying prepared Testimony, PG&E and Stanpac request the following principal approvals, authorizations, and findings from the Commission:

- Approval under Public Utilities Code Section 851<sup>1</sup> for Stanpac to sell to PG&E substantially all of its assets pursuant to an Asset Purchase Agreement between Stanpac and PG&E (“Asset Purchase Agreement”);
- Approval under Sections 451, 454, and 701 for Stanpac, Chevron, and PG&E to enter into a Stanpac Owner Gas Transportation Service Agreement (“Transportation Agreement”), pursuant to which Stanpac will provide gas transportation service to Chevron, and for Stanpac and PG&E to enter into a Fixed-Term Inter-Utility Service Agreement (“Inter-Utility Service Agreement”), pursuant to which PG&E will provide inter-utility gas transportation service to Stanpac;
- Approval under Section 852 for Chevron to sell to PG&E all of Chevron’s shares of Stanpac stock, which constitute Chevron’s 1/7th ownership interest in Stanpac,

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<sup>1</sup> All statutory references are to the California Public Utilities Code unless otherwise stated.

at the end of a 20-year term pursuant to a Stock Purchase Agreement between PG&E and Chevron;

- Confirmation that the Transaction is not a “Project” and thus is not subject to the California Environmental Quality Act (“CEQA”), and that the Transaction is otherwise exempt from the requirements of CEQA; and
- Approval of the proposed ratemaking associated with the Transaction.

## **II. BACKGROUND**

Stanpac is a natural gas transmission utility that has existed for nearly 100 years, and that is currently owned 6/7ths by PG&E and 1/7th by Chevron. It has no revenues or customers. Its purpose is to transport gas for its owners. Stanpac owns gas transmission pipeline assets that start in the Rio Vista Gas Field, cross the San Joaquin River southwest to Antioch, and then proceed west to Richmond.<sup>2</sup> Stanpac’s pipelines are critical to PG&E, which uses the pipelines in conjunction with PG&E’s own gas transmission pipeline system to transport gas for the benefit of PG&E’s customers in and near Contra Costa County. Stanpac’s system is also important to Chevron, in that Chevron purchases gas at the wellhead in the Rio Vista Gas Field from California Resources Production Corporation (“CRPC”), delivers it into the Stanpac system, and receives a like quantity of gas at Chevron’s refinery in Richmond.

Stanpac’s governing document, which was executed in 1996 and amended in 1998, is called the Stanpac System Management and Operating Agreement (“SMOA”). Under the SMOA, PG&E and Chevron fund Stanpac’s capital expenditures and operation and maintenance costs generally in proportion to their ownership interests.<sup>3</sup> Both PG&E and Chevron fund these costs via capital and expense contributions, with PG&E’s 6/7ths share included in PG&E’s General Rate Case (“GRC”) and recovered from PG&E’s customers through PG&E’s gas rates. Stanpac has no independent employees of its own; rather, PG&E personnel operate and maintain

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<sup>2</sup> Please see Chapter 2, Attachment A, for a map of the Stanpac system.

<sup>3</sup> See Chapter 2, Attachment B, SMOA § 9.

Stanpac's system alongside PG&E's own system in a coordinated fashion, and Stanpac compensates PG&E for this service.<sup>4</sup> The SMOA and, more generally, the Stanpac joint venture have no end date or termination date—which PG&E and Stanpac seek to change with this Application.

The SMOA entitles Chevron and PG&E to transport gas through Stanpac pipelines roughly in proportion to their ownership interests. Specifically, the SMOA, as amended, provides that: (i) Chevron shall be entitled to transport “Chevron’s Carrying Capacity,” which is defined as the greater of 30.7 million cubic feet per day (“MMcf/d”) of gas or 1/7th of the system’s capacity; and (ii) PG&E shall be entitled to use the remainder of the system’s capacity, including any unused portion of Chevron’s Carrying Capacity.<sup>5</sup> Stanpac’s pipeline system, however, has certain physical constraints (*e.g.*, differences in maximum allowable operating pressures (“MAOP”) on different pipeline segments), which, over time and in conjunction with other operational developments on the PG&E and Stanpac pipeline systems, have rendered it impossible for Stanpac to transport Chevron’s permitted 30.7 MMcf/d from the Rio Vista Gas Field to Chevron’s refinery without costly upgrades to Stanpac’s system (the costs of which would be borne 6/7ths by PG&E and its customers).

To avoid such investments that are not necessary to serve PG&E’s customers, Stanpac historically has utilized portions of PG&E’s system to transport gas—which has been not only economical, but also practical, given that PG&E personnel operate and maintain the combined PG&E and Stanpac pipeline system in a coordinated fashion. For example, when a Stanpac pipeline (Line SP4Z) running from Sherman Island under the San Joaquin River needed upgrades to remain in service, rather than investing in that project, which would have cost approximately \$24 million,<sup>6</sup> PG&E rerouted the gas through a parallel PG&E line (Line 131)

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<sup>4</sup> See *id.*, §§ 4.1, 4.2.

<sup>5</sup> Compare *id.*, §§ 6.1, 6.2 with Chapter 2, Attachment C, Amendment No. 1 to SMOA, pp. 1-2.

<sup>6</sup> See Chapter 4, Attachment A, Workpaper (WP) Table 4-4, line 18 for current pipeline river crossing cost estimates.

with sufficient capacity that crosses the river in the same area. However, Stanpac historically still was not able to move Chevron's full 30.7 MMcf/d, and Chevron has asserted claims that Stanpac failed to transport Chevron gas in the quantities required by the SMOA. The Transaction is part of a comprehensive resolution of that dispute.

Upgrading Stanpac's system to enable Stanpac to meet its service obligations would require significant capital investments that PG&E preliminarily estimates would cost more than \$103 million<sup>7</sup> (6/7ths of which would be borne by PG&E and its customers, subject to approval in the GRC and possibly requiring a Certificate of Public Convenience and Necessity ("CPCN") under CPUC General Order 177). Such significant capital investment in gas infrastructure would also run counter to the State's and Commission's goals to decarbonize the gas system and reduce greenhouse gas emissions.

Stanpac, PG&E, and Chevron therefore have agreed to a suite of interdependent agreements (the Transaction) that will support Stanpac's continued transportation service *without* such additional investment in the Stanpac system. The Transaction will make use of PG&E's existing assets, and also will permit the sale and decommissioning of some Stanpac and PG&E assets in accordance with the State's and Commission's gas transition policy. The Transaction's features are summarized below, and set forth in detail in the supporting Testimony.

### **III. SUMMARY OF THE PROPOSED TRANSACTION**

The Transaction consists of four principal agreements that are included in this Application for approval by the Commission, as well as certain other ancillary agreements that are part of the overall suite of agreements but do not require separate Commission approval.

#### **A. Asset Purchase Agreement**

Pursuant to the Asset Purchase Agreement, Stanpac will sell, and PG&E will buy, Stanpac's right, title, and interest in substantially all of the Stanpac pipeline system and related land rights for \$150,400,166.<sup>8</sup> Stanpac will then pay a dividend in the same amount to its two

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<sup>7</sup> See Chapter 4, Attachment A, WP 4-1, line 29.

<sup>8</sup> The Asset Purchase Agreement is attached hereto as Exhibit A and can also be found in Chapter 3,

owners in proportion to their ownership interests, such that PG&E will receive back 6/7ths of the amount and Chevron will receive 1/7th. In effect, PG&E will pay \$21,485,738 to buy out Chevron and acquire full and direct ownership of the Stanpac assets. Of this amount, as described further below and in Chapter 5 of the supporting Testimony, PG&E seeks to recover in rates only \$6,946,148 (1/7th of the estimated net book value of the Stanpac assets), less amounts received through the sale of Stanpac assets.

The Asset Purchase Agreement, together with its attachments, specifies the property to be sold by Stanpac to PG&E. Such property includes:

- The pipeline known as SP4Z extending from Sherman Island in the east Rio Vista Gas Field southwesterly to PG&E's Antioch Terminal in Antioch;
- The pipeline known as SP5 extending from the Antioch Terminal westerly to PG&E's Delta Fair Junction Station;
- The pipeline known as SP3 (including subline SP3-2) extending from Delta Fair Junction Station westerly to PG&E's San Pablo Station; and
- Any appurtenant and secondary facilities, including crossties, blowdowns, valves, station facilities, branch pipelines, and land assets.

Stanpac pipelines SP4Y and RYER, totaling approximately seven miles, are excluded from the sale because, following the rerouting of gas in connection with the Transaction, neither Stanpac nor PG&E will have any further use for such lines.<sup>9</sup> Stanpac instead plans to sell them to CRPC in early 2026 through a subsequent filing under Section 851.

## **B. Transportation Agreement and Inter-Utility Service Agreement**

Pursuant to the Transportation Agreement between Stanpac, Chevron, and PG&E, Stanpac will continue to exist as an entity, and will have a contractual obligation to transport up to 30.7 MMcf/d of gas for Chevron for a 20-year term.<sup>10</sup> The Transportation Agreement replaces

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Attachment A.

<sup>9</sup> See *id.*, § 2.1.

<sup>10</sup> The Transportation Agreement is attached hereto as Exhibit B and can also be found in Chapter 3,

Stanpac's existing contractual obligation to provide this gas transportation service to Chevron under the SMOA, which will terminate as part of the Transaction. The Transportation Agreement permits Stanpac to subcontract its performance to PG&E, which Stanpac will do pursuant to an Inter-Utility Service Agreement.<sup>11</sup>

Under the Transportation Agreement and the Inter-Utility Service Agreement, Stanpac (or Chevron as its nominee) will deliver up to Chevron's Carrying Capacity of gas sourced in the Rio Vista Gas Field to PG&E for transportation service to the Richmond refinery. Stanpac (or Chevron) will deliver this gas to PG&E principally through PG&E's newly constructed Flatlands Metering Station ("Flatlands"), which came online in February 2025 and enables PG&E's system to accommodate Chevron's 30.7 MMcf/d service requirement. PG&E will then deliver a like quantity of gas to Chevron's Richmond refinery using a combination of PG&E's legacy system and the newly acquired Stanpac assets. (The pipeline hydraulics do not currently allow for the same hydrocarbons of gas received and metered in the Rio Vista Gas Field to be delivered to the Richmond refinery.)

Under the Transportation Agreement, Stanpac will charge Chevron an amount that roughly corresponds to the costs of transporting the gas for Chevron, and that is commensurate with the amounts Chevron historically has contributed to Stanpac as a 1/7th owner. Specifically, Stanpac annually will charge Chevron the average of the amounts Chevron contributed toward Stanpac's capital expenditures and operation and maintenance costs over the last seven years (\$894,147 in 2025 dollars), with the charge escalated annually over the 20-year term based on the Consumer Price Index. Stanpac, in turn, will remit this amount to PG&E as payment for PG&E's services under the Inter-Utility Service Agreement.

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Attachment B.

<sup>11</sup> The Inter-Utility Service Agreement is attached hereto as Exhibit C and can also be found in Chapter 3, Attachment C.

### **C. Stock Purchase Agreement**

PG&E and Chevron have also entered into a Stock Purchase Agreement under which, at the end of the 20-year term, PG&E will acquire Chevron's 1/7th interest in Stanpac (200 shares of common stock) for the nominal price of \$1.00.<sup>12</sup> After PG&E thus becomes the sole owner of Stanpac, PG&E plans to seek Commission approval to dissolve Stanpac through a separate filing.

### **D. Other Ancillary Agreements**

As part of the Testimony supporting this Application (specifically Chapter 3 and its attachments), Stanpac and PG&E also are providing the following additional agreements for awareness and context, though none requires Commission approval. Each of these agreements addresses different components of the Transaction, but all of them together effectuate and facilitate the Transaction as a whole:

- The Stanpac Management Agreement among Stanpac, Chevron, and PG&E (Testimony Chapter 3, Attachment E). This agreement provides for the ongoing management and governance of Stanpac, with no change to the ownership structure of Stanpac during the 20-year transportation term.
- The Letter Agreement on Stanpac System Restoration Costs between PG&E and Chevron (Testimony Chapter 3, Attachment F). Under this letter agreement, PG&E and Chevron will share Stanpac system restoration costs in proportion to their ownership interests, up to a maximum, in the event that the Transaction does not become effective.
- The Settlement Agreement among Stanpac, PG&E, and Chevron (Testimony Chapter 3, Attachment G). This agreement resolves all disputes among Stanpac, PG&E, and Chevron regarding the Stanpac system, including with respect to the

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<sup>12</sup> The Stock Purchase Agreement is attached hereto as Exhibit D and can also be found in Chapter 3, Attachment D.

operation of the system, through the September 30, 2025 execution date.

Settlement payments under this agreement are shareholder-funded.

- The Framework Agreement for Dispute Resolution During Interim Period and Covenant Not to Sue among Stanpac, PG&E, and Chevron (Testimony Chapter 3, Attachment H). This agreement establishes a framework for resolving any future disputes that may arise between PG&E and Chevron with respect to the transportation of Chevron's Carrying Capacity before the Transaction becomes effective and during a set time period.

Collectively, the various agreements are designed to effectuate the Transaction, ensure a smooth transition in the management and operation of Stanpac, and provide defined mechanisms for dispute resolution and cost sharing under specific circumstances. Ultimately, the various agreements will enable dissolution of Stanpac after 20 years.

#### **IV. THE PROPOSED TRANSACTION SATISFIES THE STANDARDS OF SECTIONS 851 AND 852**

##### **A. The Proposed Transaction Satisfies Section 851 Because It Advances the Public Interest and Poses No Harm or Risk of Harm**

Section 851 provides that no public utility “shall . . . sell . . . property necessary or useful in the performance of its duties to the public . . . without first having . . . secured an order from the Commission authorizing it to do so.” The Commission has “held that the relevant Section 851 inquiry is whether the proposed transaction is ‘adverse to the public interest.’”<sup>13</sup> As explained herein and in the prepared Testimony supporting this Application, the Transaction should be approved under Section 851 because it advances the public interest and poses no harm or risk of harm to PG&E and its customers. The Transaction avoids substantial and costly new capital investments that would be necessary to rebuild and restore Stanpac’s pipeline assets in order to fulfill its existing service obligations to Chevron. This will save more than \$103

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<sup>13</sup> Decision (D.) 20-03-018, p. 7; *see also* D.20-08-038, p. 3 (“Pub. Util. Code § 851 requires the Commission to review the proposed transaction, before it takes place, in order to assure that it is in the public interest, or at the very least, not adverse to the public interest.”).

million<sup>14</sup> for PG&E and its customers from the significant avoided costs of investing in Stanpac's gas infrastructure (6/7ths of which would be the obligation of PG&E and its customers), and from the planned sale of Stanpac and PG&E assets to avoid decommissioning costs. The Transaction will also help PG&E better manage the supply of gas on its system for the benefit of its customers by increasing the supply in PG&E's system. Finally, the Transaction will enable PG&E to operate a fully integrated system and to divest and decommission Stanpac and/or PG&E facilities in furtherance of the State's and the Commission's important decarbonization and gas transition policy priorities, while also imposing a firm end date on the historic joint venture in a manner that supports those important policy goals. Thus, the Transaction should be approved under Section 851 together with the associated ratemaking that PG&E proposes under Section 451. Commission approval of the Transaction would also comply with the requirement in D.20-05-053 requiring PG&E to obtain approval under Section 851 for certain sales or encumbrances of assets of its affiliates or subsidiaries.<sup>15</sup>

### **1. Customer Savings From Avoided Costs**

The Transaction will have numerous financial benefits for PG&E customers. *First*, the Transaction will permit Stanpac to transport Chevron's Carrying Capacity without costly expenditures of customer-funded capital upgrades that would be necessary to enable Stanpac to do so. Although the Transaction will require PG&E to expend up to \$6,946,148 in customer funds to acquire Stanpac's assets (as discussed below), Stanpac will avoid an estimated \$103,750,350 that otherwise would have to be spent to upgrade the Stanpac system to accommodate Chevron's Carrying Capacity (6/7ths of which would be included in PG&E's GRCs and subject to recovery in rates).<sup>16</sup> This work potentially could include, for example, constructing a new pipeline across the San Joaquin River, installing compression facilities, and replacing several miles of Stanpac's SP5 line in and near heavily populated areas of Antioch.

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<sup>14</sup> Chapter 4, Attachment A, WP 4-1, line 29.

<sup>15</sup> D.20-05-053, p. 37.

<sup>16</sup> Chapter 4, Attachment A, WP 4-1, line 29.

The Transaction thus will result in net estimated customer savings of at least \$82,571,728 (calculated as 6/7ths of the estimated \$103,750,350 that would be necessary to upgrade the Stanpac system, less the up to \$6,946,148 in customer funds that will be used to acquire the system instead).

In this regard, the Transaction is a logical next step in how Stanpac has been operated over the last several decades (as described in Chapter 2 of the Testimony). Several times over this period, Stanpac's system needed expensive upgrades or reconfigurations, and it was more economical from the perspective of PG&E's customers to use existing PG&E facilities. For example, as noted, a Stanpac pipeline underneath the San Joaquin River needed costly upgrades (the costs of which would have been borne 6/7ths by PG&E customers), so the gas was rerouted through a nearby PG&E line that had sufficient capacity. Similarly here, for Stanpac to fulfill its service obligations to Chevron, PG&E customers would need to invest tens of millions of dollars in Stanpac's infrastructure—costs that can be avoided by using existing facilities, including the new Flatlands station, pursuant to the Transaction.

*Second*, the Transaction will enable the sale of portions of the Stanpac system, as well as certain PG&E gas assets, thereby avoiding decommissioning costs associated with those assets. Specifically, as noted, if the Transaction is approved, neither Stanpac nor PG&E will have any use for approximately seven miles of Stanpac lines known as SP4Y and RYER, and accordingly, those assets (which are excluded from the sale to PG&E) will be sold by Stanpac to CRPC subject to Commission approval via a separate, subsequent Section 851 filing. Additionally, the Transaction will facilitate the sale of PG&E assets in the same area that no longer serve PG&E customers. The Transaction thereby will enable avoidance of an estimated \$113,489,000 in decommissioning costs for these Stanpac and PG&E assets.<sup>17</sup>

*Third*, the Transaction will not result in significant incremental operational or maintenance costs. To the extent the Transaction will involve flowing gas through PG&E's

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<sup>17</sup> Chapter 4, Attachment A, WP 4-1, line 24.

existing system, PG&E already incurs the costs of operating and maintaining that system. To the extent the Transaction will involve moving gas through Stanpac assets to be acquired in the Transaction, PG&E personnel already operate the system and PG&E already bears 6/7ths of the costs. Although PG&E would be assuming Chevron's additional 1/7th share of the costs once PG&E is the sole owner of the assets, PG&E would be compensated for that because, as described above, Chevron will continue to contribute the equivalent of its 1/7th share to Stanpac, and Stanpac will remit that same amount to PG&E, for the duration of the 20-year Transportation Agreement and Inter-Utility Service Agreement.

## **2. Service to PG&E Customers**

PG&E's gas customers will benefit from the Transaction, even apart from their financial interest as customers, because the Transaction will help PG&E manage the supply of gas in its system for the benefit of the customers. Specifically, PG&E will receive up to the full 30.7 MMcf/d from Stanpac (or from Chevron as its nominee)—gas that Chevron historically has been unable to deliver due to the limitations of the Stanpac system, but that now can be delivered through Flatlands. PG&E thus will have a larger supply of gas in its system than it historically has had. Once PG&E receives this gas into its system, the gas would intermingle with PG&E's gas, and flow east and northeast toward Lodi and Sacramento for the benefit of PG&E's customers in those areas. Simultaneously, PG&E will flow a like quantity of gas westward from its backbone partially through PG&E's legacy transmission system and partially through the acquired Stanpac assets, and deliver that gas at Chevron's Richmond refinery. Accordingly, PG&E will have a greater supply of gas in its system as a result of the Transaction, which will help PG&E manage gas supply throughout the area.

There also is no risk of harm from the Transaction because PG&E is already the day-to-day operator of both its system and the Stanpac pipelines. The Transaction will allow PG&E to operate the system on a fully integrated basis and facilitate coordinated operational and management decisions for the system as a whole.

### 3. Decarbonization Goals and Gas Transition Policy

The Transaction furthers the State's decarbonization goals and the Commission's gas transition policies. The Transaction will avoid the need to invest tens of millions of dollars in gas infrastructure at a time when California seeks to minimize such investments and ultimately decarbonize the gas system. Accordingly, the Transaction will reduce the risk of stranded costs and a corresponding risk of needing to raise rates as public reliance on natural gas infrastructure decreases. As explained by the Commission, the California Energy Commission, and the California Air Resources Board:

[There is a risk during the gas transition] that too much gas infrastructure will be maintained requiring an unsustainable level of investment in a sector where demand is shrinking. This could lead to rising gas transportation rates that create a feedback loop. As customers switch from gas to electricity, gas system costs will be spread over a smaller base, leading to transportation rate increases for the remaining customers. As rates rise, those who can afford to electrify may continue to depart the system, further contributing to higher transportation rates for the remaining gas customers. ¶¶ Low-income customers could end up bearing a disproportionate share of th[is] cost burden....<sup>18</sup>

The Transaction will obviate the need for costly investments that contribute to these risks.

Relatedly, as noted, the Transaction also will obviate the need to replace several miles of line in order to enable the Stanpac system to transport Chevron's 30.7 MMcf/d. Notably, Commission policy encourages derating, not replacing or uprating, gas lines in furtherance of California's decarbonization goals.<sup>19</sup>

Further, the Transaction will enable Stanpac and PG&E to sell some assets and decommission others, again in furtherance of the Commission's gas transition policy. As noted above, once the Transaction is completed, both Stanpac and PG&E anticipate selling gas assets in the Rio Vista area that no longer will be needed to CRPC. Additionally, the Transaction will enable PG&E to decommission other assets (including approximately three miles of the PG&E

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<sup>18</sup> R.20-01-007, 2024 Joint Agency Staff Paper: Progress Towards a Gas Transition (filed Feb. 22, 2024), p. 15; *see also id.*, p. 31.

<sup>19</sup> *See generally* D. 23-12-003, Decision on Phase 2 Issues re Transmission Pipelines and Storage.

line known as “131” that currently moves gas to PG&E’s Antioch Terminal). The Transaction therefore aligns with State gas transition policy, and Commission directives to sell or decommission gas assets that perform only a gas-gathering function.<sup>20</sup>

Finally, the Transaction will sunset the Stanpac joint venture after the end of the 20-year transportation service term, as described below.

**B. The Proposed Transaction Satisfies Section 852 as it Advances the Public Interest and Poses No Harm or Risk of Harm**

Section 852 provides that “No public utility, and no subsidiary or affiliate of, or corporation holding a controlling interest in, a public utility, shall purchase or acquire, take or hold, any part of the capital stock of any other public utility, organized or existing under or by virtue of the laws of this state, without having been first authorized to do so by the commission; provided, however, that the commission may establish by order or rule categories of stock acquisitions which it determines will not be harmful to the public interest, and purchases within those categories are exempt from this section.” The Commission thus reviews applications under Section 852 for whether the acquisition is harmful to the public interest.

For the same reasons described above, the Transaction advances and is not adverse or harmful to the public interest. As particularly relevant for purposes of Section 852, the Stock Purchase Agreement is key to placing a firm end date on the Stanpac joint venture after the end of the 20-year term of the Transportation Agreement. Authorizing PG&E to purchase the remaining capital stock of Stanpac and become Stanpac’s sole owner at the end of this period is a critical element to the overall Transaction, including the transfer of assets under the Asset Purchase Agreement. This will enable PG&E to comprehensively implement the State’s and the Commission’s decarbonization and gas transition policy. Because PG&E already owns 6/7ths of the capital stock of Stanpac, its purchase of the remaining 1/7th interest does not implicate the concerns that originally motivated the enactment of Section 852. For all of these reasons, the Transaction—and particularly the Stock Purchase Agreement—should be approved under

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<sup>20</sup> See, e.g., D.89-12-016, p. 24; Resolution No. G-3412 (Feb. 28, 2008).

Section 852 or the Commission should determine that the Transaction is exempt pursuant to Section 852 or Section 853(b).

### **C. The Proposed Transaction Does Not Implicate Sections 854 or 854.2**

Section 854(a) provides that “[a] . . . corporation . . . shall not directly or indirectly . . . acquire or control . . . any public utility organized and doing business in this state without first securing authorization to do so from the [C]ommission.” The statute extends to “a change in control as described in subparagraphs (D) or (E) of paragraph (1) of subdivision (b) of Section 854.2 . . . .” Section 854.2(b)(1)(D) includes, “[t]he sale of all or a material portion of the assets of the . . . gas corporation . . . or any . . . acquisition of the . . . gas corporation.” These provisions are not implicated by the proposed Transaction. PG&E already controls Stanpac in that PG&E owns 6/7ths of its common stock, appoints 75 percent of its Board of Directors, and operates its system on a day-to-day basis. Thus, PG&E’s purchase of the remaining 1/7th interest in Stanpac at the end of the 20-year term and as part of the eventual wind-down of Stanpac is not a change in control subject to Section 854. Moreover, although Stanpac is selling, and PG&E is purchasing, substantially all of Stanpac’s assets pursuant to the Asset Purchase Agreement, PG&E already effectively owns 6/7ths of Stanpac’s assets by way of its 6/7ths ownership interest in Stanpac, and those assets are part of PG&E’s existing gas rate base. Thus, the Transaction also does not trigger Section 854.2(b)(1)(D).<sup>21</sup>

### **V. RATEMAKING**

PG&E requests that the Commission adopt its ratemaking proposal associated with the Transaction. As described above, PG&E will pay effectively \$21,485,738 under the Asset Purchase Agreement for the remaining interest in the Stanpac assets not already in PG&E’s rate base. However, PG&E seeks to recover in rates only \$6,946,148, which corresponds to 1/7th of the estimated net book value of the Stanpac assets, less amounts received through the sale of

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<sup>21</sup> If the Commission were to reach a contrary conclusion, PG&E and Stanpac request that the Commission grant all necessary approvals or exemptions pursuant to Sections 853–854 for the Transaction.

Stanpac assets. PG&E's ratemaking proposal is described in Chapter 5 of the prepared Testimony supporting this Application. PG&E estimates a total revenue requirement for the Transaction in the period of 2027-2030 of approximately \$3.426 million, including Revenue Fees & Uncollectible (RF&U). PG&E's final cost recovery would begin on the date of the Commission's final decision and PG&E would update the revenue requirement to reflect this timing upon receiving a decision. The Table below presents the revenue requirements for 2027-2030 associated with the Transaction.<sup>22</sup>

**REVENUE REQUIREMENTS (RRQ) INCLUDING RF&U  
(WHOLE DOLLARS)**

Line No.	Description	2027	2028	2029	2030	2027-2030
						Total
1	Capital Revenue Requirement	\$906,857	\$869,924	\$839,912	\$808,931	\$3,425,623
2	Expense Revenue Requirement	\$0	\$0	\$0	\$0	\$0
3	Total RRQ (including RF&U)	\$906,857	\$869,924	\$839,912	\$808,931	\$3,425,623

## VI. SUMMARY OF PREPARED TESTIMONY

The prepared testimony in support of this Application comprises five chapters, summarized as follows:

Chapter 1: Policy provides an overview of the transactions and agreements for which PG&E and Stanpac seek approval in this Application. It also provides a high-level summary of the benefits of the Transaction with respect to avoided costs related to maintaining and upgrading Stanpac's gas infrastructure, permitting sale or retirement of certain Stanpac assets consistent with State gas transition policy, and improving PG&E's ability to manage gas supply throughout the service region for the benefit of all PG&E gas customers.

Chapter 2: Overview and History provides background on Stanpac's history and evolution over time, from its creation in 1930, through its expansion across the 20<sup>th</sup> century and the accompanying changes in ownership and regulatory oversight during this period. In

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<sup>22</sup> Consistent with our past practice, PG&E proposes to roll the recorded capital additions and plant associated with the capital assets presented in this application into the 2031 GRC rate base, which will reflect the Commission final decision on PG&E's recently filed 2027 GRC.

particular, this chapter details historical changes to Stanpac and its gas transmission system that were authorized by the Commission to facilitate a coordinated approach to PG&E and Stanpac pipeline usage which avoided unnecessary or duplicative facility construction. The chapter also describes the growing integration between PG&E and Stanpac's pipeline system over past decades in response to various technical challenges, which became necessary to efficiently serve PG&E's customers and Chevron. The chapter also includes a map of the Stanpac transmission system as an attachment as well as the SMOA.

Chapter 3: Description of the Transaction provides a detailed description of the Transaction itself, and the suite of accompanying agreements between PG&E, Stanpac, and Chevron that underpin the Transaction. In particular, the chapter describes the obligations and terms of the four primary agreements (the Asset Purchase Agreement, the Transportation Agreement, the Inter-Utility Service Agreement, and the Stock Purchase Agreement) in detail, as well as the ancillary agreements intended to support the ongoing management, governance, and dispute resolution framework for Stanpac going forward. The chapter also includes each of the primary and ancillary agreements to the Transaction as attachments.

Chapter 4: Benefits of the Transaction describes the anticipated benefits of the Transaction. This chapter explains that approval of the Transaction by the Commission will permit Stanpac to satisfy its obligations to Chevron through the Inter-Utility Service Agreement with PG&E, while avoiding an estimated \$103.75 million in costs associated with refurbishment and upgrades to Stanpac's gas assets otherwise required to fulfill those obligations. The chapter also explains that the Transaction is consistent with State gas transition policy because it avoids new gas investments that could produce stranded costs in the future, and permits PG&E to operate more flexibly and reliably across a fully integrated gas transmission system. The chapter further explains that PG&E expects to be able to sell certain Stanpac assets to CRPC, which would permit PG&E to avoid decommissioning costs of approximately \$113.5 million, and ultimately facilitate the orderly dissolution of Stanpac after 20 years.

Chapter 5: Ratemaking provides detail quantifying the proposed annual revenue requirement impact of the Transaction for ratemaking purposes as calculated by PG&E, consistent with the Commission's cost-of-service methodology. The chapter includes discussion of the model used to calculate the revenue requirement associated with the net book value of the Stanpac assets PG&E seeks to acquire. The chapter also contains a summary of PG&E's proposed process for providing a ratepayer credit to its customers through the existing Annual Gas True-Up (AGT) process for payments received under the Inter-Utility Service Agreement. The chapter further includes a present value of forecast revenue requirement benefit-to-cost analysis that compares the costs of acquiring the Stanpac assets with the benefits of avoided system enhancements and associated operations and maintenance expenses.

## **VII. INFORMATION REQUIRED BY COMMISSION RULES OF PRACTICE AND PROCEDURE**

### **A. Requirements of CPUC Article 2 (Applications Generally)**

#### **1. Statutory and Other Authority (Rule 2.1)**

This Application is made pursuant to Sections 851, 852, 451, 454, and 701 of the Public Utilities Code, and the Commission's Rules of Practice and Procedure (including Rules 2.1, 3.2 and 3.6).

#### **2. Legal Name and Location of Applicants (Rule 2.1(a), 2.1(b), and 3.6(a))**

Since October 10, 1905, Pacific Gas and Electric Company has been an operating public utility corporation, organized under California law. It is engaged principally in the business of furnishing electric and gas service in Northern and Central California. PG&E's principal place of business is 300 Lakeside Drive, Oakland, California, 94612. Its attorney contact for purposes of this Application is Jonathan D. Pendleton (contact information below).

Stanpac is a natural gas transmission utility that has existed since 1930 and has no revenues or customers. Its purpose is to transport gas for its two owners, PG&E and Chevron. Stanpac's principal place of business is 300 Lakeside Drive, Oakland, California, 94612, and its

attorney contact for purposes of this Application is Jonathan D. Pendleton. Stanpac's history is detailed in Chapter 2 of the Testimony supporting this Application.

Correspondence and service to PG&E for this Application should be addressed to:

Jonathan D. Pendleton  
Pacific Gas and Electric Company Law Department  
300 Lakeside Drive, Suite, Suite 210  
Oakland, CA 94612  
Telephone: (415) 971-8064  
E-Mail: [Jonathan.Pendleton@pge.com](mailto:Jonathan.Pendleton@pge.com)

Maya Biery  
Pacific Gas and Electric Company Regulatory Affairs  
300 Lakeside Drive, Suite, Suite 210  
Oakland, CA 94612  
Telephone: (707) 266-2462  
E-mail: [Maya.Biery@pge.com](mailto:Maya.Biery@pge.com)

Correspondence and service to Stanpac for this Application should be addressed to:

Jonathan D. Pendleton  
Standard Pacific Gas Line Incorporated  
c/o Pacific Gas and Electric Company  
300 Lakeside Drive  
Oakland, CA 94612  
Telephone: (415) 971-8064  
E-Mail: [Jonathan.Pendleton@pge.com](mailto:Jonathan.Pendleton@pge.com)

### **3. Proposed Categorization (Rule 2.1(c))**

PG&E and Stanpac propose that this Application be categorized as a "ratesetting" proceeding.

### **4. Need for Evidentiary Hearings (Rule 2.1(c))**

The need for evidentiary hearings and the issues to be considered in such hearings will depend on whether and to what extent other parties contest the Application. The need for hearings will be determined by the assigned Administrative Law Judge(s). For the sake of thoroughness, PG&E and Stanpac's proposed schedule below allows for evidentiary hearings.

## **5. Issues to be Considered**

PG&E anticipates the following issues will be in scope for this proceeding, and these are addressed in more detail in PG&E's supporting Testimony served concurrently with this Application:

1. Whether the Commission should grant authorization under Section 851 for Stanpac to sell to PG&E substantially all of its assets in accordance with the Asset Purchase Agreement;
2. Whether the Commission should grant authorization under Sections 451, 454, and 701 for Stanpac, Chevron, and PG&E to enter into the Transportation Agreement pursuant to which Stanpac will provide gas transportation service to Chevron, and for Stanpac and PG&E to enter into the Inter-Utility Service Agreement pursuant to which PG&E will provide inter-utility gas transportation service to Stanpac;
3. Whether the Commission should grant authorization under Section 852 for Chevron to sell to PG&E all of Chevron's shares of Stanpac stock at the end of a 20-year term pursuant to the Stock Purchase Agreement;
4. Whether the Commission should find that the Transaction is not subject to or otherwise exempt from review under the California Environmental Quality Act; and
5. Whether the Commission should approve the proposed ratemaking for the Transaction.

## **6. Relevant Safety Considerations**

In D.16-01-017, the Commission adopted an amendment to Rule 2.1(c) requiring utilities' applications to clearly state the relevant safety considerations. The Commission has previously explained that the "[s]afe and reliable provision of utilities at predictable rates promotes public safety."<sup>23</sup> Safety is the highest priority for PG&E and Stanpac in all their activities. PG&E and Stanpac have considered safety in connection with this Application and

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<sup>23</sup> D.14-12-053, pp. 12-13.

the Transaction. PG&E and Stanpac believe this Application does not have implications for public safety.

### **7. Proposed Schedule**

PG&E and Stanpac propose the following Commission schedule:

<b>Activity</b>	<b>(Proposed) Date</b>
Application Filed	December 18, 2025
Protests or Responses	Within 30 days of the date the notice of the filing of the application first appears in the Daily Calendar
Reply to Protests or Responses	Within 10 days of the last day for filing protests and responses
Pre-Hearing Conference	February 2026
Scoping Memo	March 2026
Intervenor Testimony (if any)	June 30, 2026
Rebuttal Testimony	July 28, 2026
Evidentiary Hearings (if necessary)	September 2026
Opening Briefs	October 2026
Reply Briefs	November 2026
Proposed Decision	January 2027
Final Decision	February 2027

### **8. Articles of Incorporation / Certificates of Formation (Rule 2.2)**

PG&E is, and since October 10, 1905, has been, an operating public utility corporation organized under California law. It is engaged principally in the business of furnishing electric and gas services in California. A certified copy of PG&E's Amended and Restated Articles of

Incorporation, effective June 22, 2020, was filed with the Commission on July 1, 2020, with PG&E’s Application (A.) 20-07-002. These articles are incorporated herein by reference.

Stanpac is a natural gas transmission utility that exists to transport gas for its owners, PG&E and Chevron. A copy of Stanpac’s Articles of Incorporation is attached as Exhibit E herewith.

#### **9. CEQA Compliance (Rule 2.4)**

CEQA requires any California government agency approving a discretionary project to consider the environmental impacts of its decisions. A “project” is an activity that “may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment” and either (a) is “directly undertaken by any public agency,” (b) is supported by “contracts, grants, subsidies, loans, or other forms of assistance from [a] public agency,” or (c) involves the issuance of “a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.”<sup>24</sup>

The Proposed Transaction does not constitute a “project” – and thus is exempt from CEQA review – because it does not involve any physical change in the environment. The transfer of assets from Stanpac to PG&E will not result in any changes in how those assets are managed, scheduled, and dispatched in the absence of this transfer. The Commission has repeatedly held that transactions transferring ownership of water utility assets with no change in operations are not “projects” under CEQA,<sup>25</sup> and the Proposed Transaction falls squarely under this same logic. In addition, the Commission has repeatedly recognized that issuance of a CPCN

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<sup>24</sup> Cal. Pub. Res. Code, § 21065.

<sup>25</sup> See e.g., D. 22-04-010, p. 31 (“Once sold and transferred, there will be no change in the operation of the assets. They will be used and operated in the same manner and for the same purposes for which they are currently being used. The Commission has consistently held such a transfer of control and operation of existing water system facilities does not result in any changes to the environment, and thus, an application seeking authorization for such a transaction is not subject to CEQA.”); Resolution W-5136, p. 4 (“Pursuant to our review, we have determined that CEQA does not apply as this advice letter filing involves only a transfer of ownership of the existing water facilities and no new construction or changes in the source of water supply are being proposed. There is no evidence of any other changes in the operation of DOWCWR. Accordingly, approval of this advice letter is not a CEQA project and there is no possibility that the transaction may have any significant effect on the environment.”).

that does not entail the construction of new facilities is exempt from CEQA under California Code of Regulations Section 15061(b)(3), which exempts projects from CEQA when there is “no possibility that the activity in question may have a significant effect on the environment.”<sup>26</sup>

## **B. Requirements of CPUC Article 3 (Particular Applications)**

### **1. Authority to Increase Rates (Rule 3.2)**

PG&E is providing materials in this Application that comply with Rule 3.2. This Application is not a general rate case increase application, so Rule 3.2(a) applies, except for subsections (4), (7), and (9).

### **2. Balance Sheet and Income Statement (Rules 3.2(a)(1), 3.6(e))**

A copy of PG&E’s most current balance sheet and income statement for the period ended September 30, 2025, was filed with the Commission on November 14, 2025, as Exhibit B to A.25-11-001, and is incorporated herein by reference.

### **3. Statement of Presently Effective Rates (Rule 3.2(a)(2))**

PG&E’s presently effective gas rates were attached as Exhibit D to A.25-11-001 filed with the Commission on November 14, 2025, and are incorporated herein by reference.

### **4. Statement of Proposed Rate Increases (Rule 3.2(a)(3))**

The proposed changes in gas rates requested in this Application are set forth in Exhibit F to this Application. The percentage increase in revenue requirements in this Application is less than one percent. PG&E proposes to recover the adopted revenue requirement through the Core Fixed Cost Account (“CFCA”) and Noncore Customer Class Charge Account (“NCA”) rate mechanisms as part of the AGT advice letter on January 1, 2027, or as part of the next available rate change after the effective date of a decision in this proceeding. Rates set to recover costs in this Application will be determined in the same manner as rates set to recover other Gas

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<sup>26</sup> See D.15-12-009, p. 10 (approving CPCN for telecommunications) (“Since Dynalink states that it will not be constructing any facilities for the purpose of providing services under this CPCN, it can be said with certainty that there is little likelihood that granting this application will have an adverse impact upon the environment. CEQA review is not required for this type of non-facilities-based project.”); D.14-04-012, p. 4 (similar).

Transmission costs, using adopted methodologies for revenue allocation and rate design. In 2027, the typical Non-CARE bundled residential gas customer would see their bill increase by approximately \$0.006 per month, or .01 percent compared to their current bill. The typical CARE bundled residential gas customer would see their bill increase by approximately \$0.004 per month, or .01 percent compared to their current bill.

**5. Summary of Earnings (Rule 3.2(a)(5) and (a)(6))**

PG&E's recorded year 2024 rate of return and return on equity for PG&E's Gas Department was attached as Exhibit C to A.25-11-001 filed with the Commission on November 14, 2025, and are incorporated herein by reference.

**6. Most Recent Proxy Statement (Rule 3.2(a)(8))**

PG&E's most recent proxy statement dated April 10, 2025, was filed with the Commission on May 15, 2025, in A.25-05-009, and is incorporated herein by reference.

**7. Type of Rate Change Requested (Rule 3.2(a)(10))**

The rate change sought in this Application is for recovery of a 1/7th portion of the costs of acquiring Stanpac assets based on their net book value. The rate change does not reflect and pass through to customers any increased costs to the corporation for the services or commodities furnished by it.

**8. Service List (Rule 3.2(b)-(d))**

The official service list has not yet been established in this proceeding. PG&E is serving this Application and supporting testimony on the Commission's Public Advocates Office, as well as the service lists established by the Commission for A.25-05-009 (*PG&E's 2027 General Rate Case Application*) and R.24-09-012 (*Order Instituting Rulemaking to Establish Policies, Processes, and Rules to Ensure Safe and Reliable Gas Systems in California and Perform Long-Term Gas System Planning*).

PG&E respectfully requests that the Commission waive the notice requirements of Rule 3.2(b), (c), and (d) and Sections 451 and 454. In particular, PG&E believes that the small proposed change in rates for this Application—with a proposed rate impact significantly less

than 1 percent—does not warrant separate notices, which would cost approximately \$125,000-150,000 to undertake and complete.

**9. Description of the Property Involved in the Transaction, Including Book Cost and Original Cost (Rule 3.6(b))**

The properties to be transferred are described above in Section III.A and more fully in Chapter 3 of the accompanying Testimony. Stanpac and PG&E estimate the book value of the assets to be sold to be approximately \$48,623,036. Stanpac and PG&E estimate the Replacement Cost New Less Depreciation (“RCNLD”) to be significantly greater, namely, \$150,400,166. Stanpac and PG&E estimate the original cost of the Stanpac assets to be \$72,900,971.

**10. Reasons of Each Applicant for Entering Into the Proposed Transaction, and the Facts Warranting Same (Rule 3.6(c))**

The Applicants’ reasons for entering into the Transaction are described in Sections II-IV above, and more fully in the supporting Testimony.

**C. Purchase Price (Rule 3.6(d))**

As noted, PG&E will pay \$150,400,166 to Stanpac to acquire the assets described above. Once PG&E does so, Stanpac will pay a dividend in the same amount to its two owners in proportion to their ownership interests, such that PG&E will receive back 6/7ths of the amount and Chevron will receive 1/7th. In effect, PG&E will pay \$21,485,738 to buy out Chevron and acquire full and direct ownership of the assets.

\$150,400,166 is the estimated value of the assets using the RCNLD method. PG&E believes that RCNLD is the most appropriate method for valuing these utility assets because it reflects their current economic worth. RCNLD estimates the cost to replace existing assets with equivalent new facilities (adjusted for depreciation), which ensures that valuations account for inflation, modern construction costs, and technological changes.

By contrast, net book value is an accounting measure based on historical costs minus accumulated depreciation. While net book value is often used for rate base purposes, it can significantly underestimate asset value in today’s market and can fail to capture the true cost of

replacement. Accordingly, PG&E believes that RCNLD represents the most fair and accurate measure of value in this Transaction.

As discussed above, however, PG&E seeks to recover in rates only \$6,946,148 (1/7th of the estimated net book value of the Stanpac Assets), less amounts received through the sale of Stanpac assets.

**D. Deed, Bill of Sale, and Related Agreements (Rule 3.6(f))**

For the document that effectuates the sale of assets from Stanpac to PG&E, please refer to the Asset Purchase Agreement that is attached as Exhibit A and to Chapter 3 of the Testimony as Attachment C. Please also see the following portions of Exhibit A to the Asset Purchase Agreement: Part I (grant deeds), Part II (Assignments of Easements and Rights), Part III (quitclaims), and Part IV (bill of sale).

**E. Affordability**

D.22-08-023 in Rulemaking (R.) 18-07-006 (Affordability Rulemaking proceeding) requires PG&E to include specific affordability metrics and analysis for any initial filing in any proceeding with a revenue increase estimated to exceed one percent of currently authorized revenues systemwide for a single fuel. The cost recovery request in this Application does not meet this reporting criteria because a total revenue requirement for the Transaction in the period of 2027-2030 is approximately \$3.426 million, which is less than one percent of the currently authorized revenues systemwide for a single fuel.

**F. The Commission’s Tribal Land Transfer Policy and Environmental and Social Justice Action Plan**

The Commission’s policy relating to *Investor-Owned Utility (IOU) Real Property – Land Disposition – First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes*, issued December 5, 2019 (“Tribal Land Transfer Policy”), creates an expectation that investor-owned utilities (“IOUs”) selling land in ancestral territory of Native American Tribes will offer those tribes an opportunity to purchase

that land “before putting the property on the market.”<sup>27</sup> That Tribal Land Policy is inapplicable to this Transaction for a couple of reasons.

The Tribal Land Transfer Policy applies only to the “disposition” of real property by an IOU (such as PG&E), but Stanpac itself is not an IOU as defined in the policy.<sup>28</sup> Specifically, the policy defines IOUs to include electrical corporations pursuant to Section 218, gas corporations pursuant to Section 222 and water corporations. Stanpac, which transports gas exclusively for its owners, PG&E and Chevron, is not an IOU as defined in the Tribal Land Transfer Policy.

The Tribal Land Transfer Policy also requires IOUs to provide a “right of first offer” to tribes only before seeking “third-party purchasers” for land and other real property. The transaction contemplated here involves no third-party purchasers, only the purchase of substantially all of Stanpac’s gas transmission and other assets by PG&E, its current 6/7th owner. As Resolution E-5076 (adopting the Tribal Lands Transfer Policy) explained, the purpose of the policy is to “give Tribes a right of first offer on [real] property before the IOU may put the property on the open market.” Rather than an open market transaction, the transactions for which PG&E seeks authorization in this Application are between Stanpac and its majority and minority shareholders, PG&E and Chevron.

Alternatively, PG&E requests a waiver of the Tribal Land Transfer Policy on the grounds that application of the policy (1) would not be consistent with the intent of the policy under the circumstances and (2) would be impracticable and overly burdensome to implement at this scale. Critically, the Transaction would not take any land out of the purview of the Tribal Land Transfer Policy with respect to future transfers. Following the Transaction, PG&E would own

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<sup>27</sup> *Tribal Land Transfer Policy*, p. 1.

<sup>28</sup> “[D]isposition” means “the transfer, sale, donation, or disposition by any other means of a fee interest or easement in real property.” *Id.*, p. 1, n. 2. “Real property” subject to this policy is defined as any IOU property whose disposition is subject to approval in accordance with … Section 851.” *Id.*, p. 1, n. 3.

and continue to operate the Stanpac system on a day-to-day basis. As such, any future transfers of fee interests from PG&E to third parties would remain subject to the policy.

For similar reasons, PG&E and Stanpac also believe that this Application does not implicate any environmental or social justice issues under the Commission’s *Environmental and Social Justice Action Plan*, issued April 7, 2022 (“*Environmental and Social Justice Action Plan*”), since the Transaction involves a sale of existing assets to PG&E, as the current 6/7th owner of Stanpac, and related agreements. As described above and in more detail in the supporting Testimony, the Transaction has numerous other benefits and advances State and Commission gas transition policy.

#### **G. Exhibit List**

Attached to this Application are the following exhibits:

- Exhibit A: Asset Purchase Agreement
- Exhibit B: Transportation Agreement
- Exhibit C: Inter-Utility Service Agreement
- Exhibit D: Stock Purchase Agreement
- Exhibit E: Stanpac Articles of Incorporation
- Exhibit F: Proposed Changes in PG&E Gas Rates

#### **VIII. CONCLUSION AND REQUEST FOR RELIEF**

PG&E and Stanpac respectfully request that the Commission:

1. Grant PG&E’s and Stanpac’s Application in its entirety;
2. Authorize Stanpac under Public Utilities Code Section 851 to sell to PG&E substantially all of its assets;
3. Authorize PG&E, Stanpac, and Chevron pursuant to Section 451, 454, and 701 to enter into the Transportation Agreement pursuant to which Stanpac will provide gas transportation service to Chevron, and for Stanpac and PG&E to enter into the Inter-Utility Service Agreement pursuant to which PG&E will transport gas for Stanpac to Chevron;

4. Authorize PG&E under Section 852 to acquire all of Chevron's shares of Stanpac stock, which constitute Chevron's 1/7th ownership interest in Stanpac, after the end of a 20-year term of agreement between PG&E and Chevron;
5. Determine that the Transaction is not a "Project" and thus not subject to CEQA;
6. Determine that the Tribal Land Transfer Policy is inapplicable or conclude that the Proposed Transaction is subject to an exemption from said policy, *see* Tribal Land Transfer Policy Implementation Guidelines, January 14, 2021, § 1.3(d);
7. Approve the proposed ratemaking associated with the Transaction; and
8. Grant such additional authorizations or further relief to PG&E and Stanpac with respect to the authorizations sought herein as the Commission may deem appropriate to permit full effectuation of the Transaction.

Respectfully Submitted,

By: /s/ Jonathan D. Pendleton  
JONATHAN D. PENDLETON

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Attorney for  
PACIFIC GAS AND ELECTRIC COMPANY and  
STANDARD PACIFIC GAS LINE INCORPORATED

Dated: December 18, 2025

## **VERIFICATION**

I, the undersigned, say:

I am an officer of PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, and STANDARD PACIFIC PIPELINE INCORPORATED, a California corporation, and am authorized to make this verification for that reason; I have read the foregoing "Joint Application of Pacific Gas and Electric Company (U 39 G) and Standard Pacific Gas Line Incorporated for Approval of the Sale of Gas Transmission Pipeline Facilities Under Public Utilities Code Section 851, Authorization to Enter Into Inter-Utility Service Agreement and Related Transportation Service Agreement, and Authorization to Acquire Standard Pacific Gas Line Incorporation Stock Under Public Utilities Code Section 852" and I am informed and believe the matters therein are true and on that ground I allege that the matters stated therein are true.

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

Executed at Oakland, California on this 18<sup>th</sup> day of December 2025.

  
\_\_\_\_\_  
/s/

Christine Cowser

Senior Vice President, Enterprise Technology  
Modernization  
Pacific Gas and Electric Company

and

President and Chief Executive Officer  
Standard Pacific Gas Line Incorporated

# **EXHIBIT A**

**ASSET PURCHASE AGREEMENT  
BY AND AMONG  
PACIFIC GAS AND ELECTRIC COMPANY  
and  
STANDARD PACIFIC GAS LINE INCORPORATED**

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### EXHIBITS

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#### **Exhibit B: Stanpac Pipeline Map**

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (“Agreement”) is made and entered into as of September 30, 2025 (“Execution Date”), by and among Pacific Gas and Electric Company, a California corporation (“Purchaser” or “PG&E”), and Standard Pacific Gas Line Incorporated, a California corporation (“Seller” or “Stanpac”). Seller and Purchaser are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

### RECITALS

WHEREAS, Seller is owned six-sevenths (6/7<sup>th</sup>) by Purchaser and one-seventh (1/7<sup>th</sup>) by Chevron Pipe Line Company, a Delaware corporation (“CPL” and, collectively with PG&E, the “Owners” and, each individually, an “Owner”);

WHEREAS, Seller holds rights, title and interests in and to (a) the gas transmission pipelines defined herein as SP3, SP4Y, SP4Z, SP5, and RYER and (b) the Stanpac Land defined herein;

WHEREAS, Seller is a “gas utility” as defined in the Public Utilities Code of the State of California and is subject to the jurisdiction of the CPUC (as defined herein) and applicable Laws (as defined herein) of the CPUC;

WHEREAS, Purchaser is a “gas utility” as defined in the Public Utilities Code of the State of California and is subject to the jurisdiction of the CPUC and applicable Laws of the CPUC;

WHEREAS, Seller, Purchaser, and CPL contemplate, as of the CPUC Approval Date, terminating that certain Stanpac System Management and Operating Agreement, dated March 28, 1996, as amended through that certain Amendment No. 1 dated January 5, 1998 (the “SMOA”), pursuant to which Seller provides gas transportation service to the Owners;

WHEREAS, as of the Execution Date and concurrently with the execution and delivery of this Agreement, Seller, CPL and Purchaser are entering into that certain Stanpac Owner Gas Transportation Service Agreement (“Transportation Agreement”), which Transportation Agreement sets forth the terms and conditions that, following the CPUC Approval Date (as defined therein), will govern Seller’s provision of Transportation Service (as defined therein) to CPL;

WHEREAS, as of the Execution Date and concurrently with the execution and delivery of this Agreement, Seller and Purchaser are entering into that certain Fixed Term Inter-Utility Service Agreement (the “IUA”), which IUA sets forth the terms and conditions that, following the CPUC Approval Date, will govern Purchaser’s performance of Inter-Utility Service (as defined therein);

WHEREAS, as of the Execution Date and concurrently with the execution and delivery of this Agreement, Seller, CPL and Purchaser are entering into that certain Stanpac Management Agreement (the “Management Agreement”), which Management Agreement sets forth the terms and conditions that, during the term thereof, will govern the management of Seller; and

WHEREAS, upon the terms and subject to the conditions contained in this Agreement, Purchaser desires to purchase from Seller, and Seller desires to sell, transfer and convey to Purchaser, all of Seller’s rights, title and interests in and to the Stanpac Pipelines and the Stanpac Land.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## ARTICLE I

### DEFINITIONS

1.1 Defined Terms. For all purposes of this Agreement, the following terms shall have the following respective meanings:

“Action” means any action, suit, proceeding, claim, arbitration, charge or investigation.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise; provided that, neither Purchaser nor CPL shall be deemed to be an Affiliate of Seller and vice versa.

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

“Asset Purchase Closing” has the meaning set forth in Section 2.5.

“Asset Purchase Closing Date” has the meaning set forth in Section 2.5.

“Assumed Liabilities” means, collectively, liabilities, costs, debts, damages, obligations, fees and expenses of any kind, name, subject matter, description or nature whatsoever, regardless of when any such obligations or liabilities arose or were incurred, that meet both of the following criteria: (a) they relate to, arise from or are associated with the ownership, operation or maintenance of the Stanpac System; and (b) they do not constitute any Stanpac Retained Liabilities.

“Bill of Sale” means that certain bill of sale attached hereto as Part IV of Exhibit A.

“Business” means the business of Seller as conducted by Seller.

“Business Day(s)” means each day that is not a Saturday, Sunday or other day on which banking institutions located in Oakland, California are authorized or obligated by applicable Law or executive order to close.

“Claim” or “Claims” means any and all claims, demands, lawsuits, actions, causes of action, obligations, debts, damages, costs, expenses, interest, attorneys’ fees, losses, liens, liabilities, assertions of right, proceedings, audits, examinations, investigations, or any other assertion of liability of any kind, name, subject matter, description or nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected, and whether based on contract, tort, statute, or any other theory of recovery.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any contract, agreement, mortgage, indenture, deed of trust, license, sublicense, lease, sublease, rate, tariff, covenant, plan, insurance policy or other agreement, instrument, arrangement, obligation, understanding or commitment, permit, concession or franchise, whether oral or written, expressed or implied.

“Conveyance Documents” means those certain conveyance documents attached hereto as Exhibit A consisting of the Grant Deeds at Part I, the Assignments of Easements and Rights at Part II, the Quitclaim Deeds at Part III, and the Bill of Sale at Part IV.

“CPL” has the meaning set forth in the Recitals.

“CPUC” means the California Public Utilities Commission or its regulatory successor, as applicable.

“CPUC Approval” has the meaning set forth in the Transportation Agreement.

“CPUC Approval Date” has the meaning set forth in the Transportation Agreement.

“Dollars” or “¥” means United States Dollars.

“Effective Time” has the meaning set forth in Section 2.5.

“Enforceability Exceptions” shall mean (a) bankruptcy, insolvency and other Laws affecting creditors’ rights generally, and (b) the exercise of judicial discretion in accordance with general principles of equity.

“Environment” means all forms of fauna, flora, soil, surface or subsurface waters, land, ground, surface or subsurface strata, ambient air or any other environmental medium, and “Environmental” shall be construed as pertaining to the “Environment.”

“Environmental Laws” means any Law, convention, criteria, guideline, or directive, and any requirement thereunder, relating to the Environment, natural resources, human health or safety, hazardous materials, waste material, oil, oil waste, by-products and components, naturally occurring radioactive materials, petroleum and petroleum waste, polychlorinated biphenyls, asbestos, produced water, tank bottoms, sludge, or constituents thereof, radioactive materials, pollution, contamination, noise, or vibrations, each as from time to time has been or may be amended or adopted.

“Environmental Obligations” means any and all (a) obligations relating to the Environment, Environmental Laws or remediation, including, without limitation, obligations relating to the emission or discharge of hazardous materials, pollution, contaminants or other regulated substances in or into the air, surface water, ground water, soil, land surface, subsurface strata, soil vapor or otherwise in the Environment or indoor environment, including obligations relating to investigating, testing, sampling, assessing, monitoring and remediation of such hazardous materials, pollution, contaminants or other regulated substances as required by any Laws; (b) obligations arising from demands or Claims by a Governmental Entity or Person for enforcement, abandonment, restoration, plugging, decommissioning, cleanup, remediation, removal, response or other actions or damages, contribution, indemnification, cost recovery, compensation or injunctive relief pursuant to any demand or Claim based on any Environmental Law; and (c) obligations relating to abandonment, restoration, plugging, decommissioning or reinstating any area of land, foreshore or seabed, wherever situated.

“Escrow” means an escrow maintained at PG&E or at a title insurance company selected by PG&E.

“Escrow Fees” has the meaning set forth in Section 7.3(b).

“Execution Date” has the meaning set forth in the Preamble.

“Governmental Entity” or “Governmental Entities” means any federal, state, local or other governmental, regulatory or administrative agency, governmental commission, department, board, subdivision, court, tribunal, or other governmental arbitrator, arbitral body or other authority with jurisdiction over the subject matter.

“Grant Deeds” shall mean those certain grant deeds attached hereto as Part I of Exhibit A.

“IUA” has the meaning set forth in the Recitals.

“JAMS” means JAMS, Inc. or its successor entity, a judicial arbitration and mediation service.

“Law” means any domestic or foreign national, federal, state, territorial, provincial or local laws (including the common law), constitutions, treaties, statutes, rules, regulations, ordinances, requirements, policies, directives, codes, judgments, injunctions, decrees, orders, or other binding action, or requirement of, any Governmental Entity.

“Lien” means any lien (including for Taxes), pledge, hypothecation, right of others, ownership interest of others, charge, claim, mortgage, security interest, encumbrance, lease, sublease, license, occupancy agreement, adverse claim or interest, easement, covenant, encroachment, burden, title defect, title retention agreement, voting trust agreement, interest, equity, option, right of first refusal, charge or other restrictions or limitations of any nature whatsoever, including such as may arise under any Contract.

“Management Agreement” has the meaning set forth in the Recitals.

“Owner” or “Owners” has the meaning set forth in the Recitals.

“Party” or “Parties” has the meaning set forth in the Preamble.

“Permit” means any license, permit, franchise, registration, approval, authorization, certification, permission, directive, qualification, consent, waiver, exemption, release, variance or order of, or filing, notice or recording with, or issued by, any Governmental Entity.

“Permitted Encumbrances” means (a) Liens for Taxes and other governmental charges and assessments which are not yet delinquent, (b) statutory Liens (including mechanics’ and materialmen’s liens and other like Liens and inchoate liens incurred in connection with worker’s compensation, unemployment insurance, and social security laws) arising in the ordinary course of business securing payments not yet delinquent (or any such Lien for a delinquent payment that has been waived in writing by the holder thereof or any such Lien for a delinquent payment for which Seller has obtained a waiver, bond or other security in accordance with applicable Laws to fully protect the Stanpac Assets from any and all claims that may be made on account of any such Lien), (c) any existing zoning, entitlement, conservation restriction and other land use of any Governmental Entity, and (d) any imperfection of title that does not and could not individually or in the aggregate with other such Liens detract from the value, usefulness or productivity of the Stanpac Assets.

“Person” means an individual or entity, including a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Entity.

“Pro Rata Share” means (a) with respect to Purchaser, six-sevenths (6/7<sup>th</sup>); and (b) with respect to CPL, one-seventh (1/7<sup>th</sup>).

“Purchase Price” means One Hundred Fifty Million Four Hundred Thousand One Hundred Sixty-six Dollars (\$150,400,166.00).

“Purchaser” has the meaning set forth in the Preamble.

“RYER” means that certain gas transmission pipeline and Tangible Personal Property commencing at PG&E’s Nichols Primary Regulator Station and concluding at PG&E’s Los Medanos Pressure Limiting

Station, the general location of which is shown for illustrative purposes only on Exhibit B.

“Seller” has the meaning set forth in the Preamble.

“SMOA” has the meaning set forth in the Recitals.

“SP3” means that certain gas transmission pipeline and Tangible Personal Property commencing at PG&E’s Delta Fair Junction Station and concluding at PG&E’s San Pablo Station, the general location of which is shown for illustrative purposes only on Exhibit B.

“SP4Y” means that certain gas transmission pipeline and Tangible Personal Property commencing at the X10927 crosstie pipeline and concluding at PG&E’s Line 195Y, the general location of which is shown for illustrative purposes only on Exhibit B.

“SP4Z” means that certain gas transmission pipeline and Tangible Personal Property commencing at PG&E’s Antioch Terminal Station and concluding at PG&E’s Line 195Z, the general location of which is shown for illustrative purposes only on Exhibit B.

“SP5” means that certain gas transmission pipeline and Tangible Personal Property commencing at PG&E’s Antioch Terminal Station and concluding at PG&E’s Delta Fair Junction Station, the general location of which is shown for illustrative purposes only on Exhibit B.

“Stanpac Assets” has the meaning set forth in Section 2.1.

“Stanpac Board of Directors” means Stanpac’s Board of Directors consisting of four (4) members in total, three (3) of which shall be appointed by PG&E, and one (1) of which shall be appointed by CPL.

“Stanpac Land” means all of the real property rights, title and interests held, possessed or owned by Seller as of the Execution Date except for such real property rights, title and interests relating to SP4Y and RYER.

“Stanpac Pipelines” means all of rights, title and interests in gas transmission pipelines held, possessed or owned by Seller as of the Execution Date except for such pipeline rights, title and interests relating to SP4Y and RYER.

“Stanpac Retained Liabilities” means, collectively, liabilities, costs, debts, damages, obligations, fees and expenses of any kind, name, subject matter, description or nature whatsoever that meet all of the following criteria: (a) they relate to the Stanpac System; (b) they are incurred by Seller or Purchaser; and (c) they arise prior to the Asset Purchase Closing Date and relate to (i) third party Claims, (ii) actions taken to comply with any Environmental Obligations, (iii) actions taken pursuant to any Law relating to Environmental remediation, or (iv) actions taken with respect to pipeline retirement or abandonment.

“Stanpac System” means the gas transmission pipeline system located in California and owned by Seller immediately prior to the Asset Purchase Closing Date, comprised of (a) a pipeline extending from Sherman Island in the East Rio Vista Gas Field to Antioch Terminal, (b) a pipeline from Antioch Terminal Station to Delta Fair Junction where it connects with the pipeline described in clause (c) hereof, and (c) a pipeline extending from Delta Fair Junction to San Pablo Station in Contra Costa County, as shown on the map set forth in Exhibit A to the SMOA.

“Tangible Personal Property” means, with respect to any of the Stanpac Pipelines, the physical, components attached to or serving such pipeline, including without limitation vent stacks, fittings, branch

connections, and other pipeline appurtenances used to operate, isolate, depressurize, or maintain the pipeline.

**Tax** or **Taxes** means: (a) all taxes, however denominated, including any interest, penalties, criminal sanctions or additions to tax (including any underpayment penalties for insufficient estimated tax payments) or other additional amounts that may become payable in respect thereof (or in respect of any Tax Return), imposed by any Governmental Entity, including, without limiting the generality of the foregoing, all income, payroll and employment, liabilities for unlawful state aid or reduced tariff, base erosion anti-abuse, global intangible low-tax income, repatriation transition, withholding (including withholding in connection with amounts paid or owing to any employee, independent contractor, creditor, equity holder or other Person), unemployment insurance, social security (or similar), sales and use, escheat and unclaimed property, excise, franchise, gross receipts, occupation, real and personal property, stamp, value added, Transfer Taxes, profits or windfall profits, licenses in the nature of taxes, estimated, severance, duties (custom and others), workers' compensation, premium, environmental (including taxes under Section 59A of the Code), disability, registration, alternative or add-on minimum, estimated, possessory and any other taxes, fees, assessments, charges or obligations of the same or of a similar nature; (b) any liability for any amount described in clause (a) above whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, or otherwise through operation of Law; and (c) any liability for any amount described in clauses (a) or (b) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other Contract to indemnify any Person for taxes.

**Tax Returns** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

**Termination Date** has the meaning set forth in Section 9.5.

**Title Company** means the title insurance company selected by PG&E to maintain the Escrow.

**Transportation Agreement** has the meaning set forth in the Recitals.

**Transaction Documents** has the meaning set forth in the Transportation Agreement.

**Transfer Taxes** means all foreign, federal, state and local sales, use, transfer, documentary transfer, excise, value-added, goods or services, registration, recording, direct and indirect real estate transfer Tax, stamp, documentation or similar Taxes, but excluding any Taxes based on or attributable to gains arising by reason of the transactions contemplated by this Agreement.

**UCC** means the Uniform Commercial Code as in effect in any applicable jurisdiction.

## 1.2 Interpretation.

The table of contents and headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption, no rule of strict construction and no burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all

rules and regulations promulgated thereunder, unless the context requires otherwise. The words “included,” “includes” or “including” (or any other tense or variation of the word “include”) in this Agreement shall be deemed to be followed by the words “without limitation.” The use of the term “ordinary course of business” shall in all cases herein mean “ordinary course of business consistent with past practices.” When reference is made in this Agreement to an Article, Section, schedule or exhibit, such reference shall be to an Article, Section, schedule or exhibit of this Agreement unless otherwise indicated. The words “hereof,” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to “or” will be deemed to be disjunctive but not necessarily exclusive (i.e., unless the context requires otherwise, “or” will be interpreted to mean “and/or” rather than “either/or”). References herein to any Person shall include such Person’s heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this Section is intended to authorize any assignment or transfer not otherwise permitted by this Agreement. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other item extends and shall not simply mean “if.” If any action under this Agreement is required to be done or taken on a day that is not a Business Day (including the giving of any notice) or if the period during which any action or notice is required expires on a date which is not a Business Day, then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next date which is a Business Day. No summary of this Agreement prepared by any Party shall affect the meaning or interpretation of this Agreement.

## ARTICLE II

### SALE AND PURCHASE OF THE STANPAC ASSETS

2.1 Sale and Purchase. Subject to the terms and conditions of this Agreement, at the Asset Purchase Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, all of Seller’s rights, title and interests in and to the Stanpac Pipelines and the Stanpac Land (collectively, the “Stanpac Assets”), free and clear of all Liens except for Permitted Encumbrances. Seller and Purchaser acknowledge and agree that (a) the Stanpac Pipelines shall not include any pipeline rights, title or interests relating to SP4Y and RYER and (b) the Stanpac Land shall not include any real property rights, title or interests relating to SP4Y and RYER.

2.2 Assumed Liabilities. Purchaser shall assume the Assumed Liabilities on the Asset Purchase Closing Date. Seller shall have no liability or obligation for any of the Assumed Liabilities on and after the Asset Purchase Closing Date. The Assumed Liabilities shall not include any Stanpac Retained Liabilities.

2.3 Stanpac Retained Liabilities. Seller and Purchaser acknowledge and agree that the Management Agreement among Seller, Purchaser, and CPL governs the terms and conditions for the Owners’ respective obligations to pay their Pro Rata Share of the Stanpac Retained Liabilities. Purchaser shall not be deemed by virtue of the execution and delivery of this Agreement or any document delivered in connection with this Agreement, or as a result of the consummation of the transactions contemplated by this Agreement, to have assumed any Stanpac Retained Liabilities.

2.4 Purchase Price and Payment.

(a) Purchase Price and Payment. On the terms and subject to the conditions set forth in this Agreement, at the Asset Purchase Closing, and in exchange for the conveyance of the Stanpac Assets, Purchaser shall pay and deliver to Seller the Purchase Price by wire transfer of immediately available funds to the account designated by Seller in writing to Purchaser.

(b) Allocation of Purchase Price for Tax Purposes. Prior to the Asset Purchase Closing, the Parties shall allocate the Purchase Price among the components of the Stanpac Pipelines and the Stanpac Land. The Parties shall file applicable Tax Returns consistent with the agreed upon allocation of the Purchase Price.

2.5 Asset Purchase Closing. The closing of the transactions contemplated by this Agreement (the “Asset Purchase Closing”) shall occur on (a) a date to be specified by Purchaser no less than ten (10) Business Days following the satisfaction and/or waiver of all conditions to Closing set forth in ARTICLE VI (other than those conditions that by their nature are to be satisfied at the Asset Purchase Closing, but subject to the satisfaction or waiver of such conditions at or prior to the Asset Purchase Closing); or (b) on such other date thereafter that is reasonably practicable for Purchaser in its reasonable discretion. The Asset Purchase Closing shall take place by the exchange of executed documents through the Escrow. The date on which the Asset Purchase Closing actually occurs shall be referred to as the “Asset Purchase Closing Date”. The Asset Purchase Closing will be deemed effective as of 11:59 p.m. (Eastern time) on the Asset Purchase Closing Date (the “Effective Time”). PG&E shall record, or shall cause the Title Company to record, the Grant Deeds, the Assignments of Easements and Rights, and the Quitclaim Deeds in the official records of the applicable County as of the Asset Purchase Closing.

## ARTICLE III

### REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser as of the Execution Date and as of the Asset Purchase Closing Date as follows:

3.1 All Rights, Title and Interests In and To the Stanpac Pipelines and Stanpac Land. (a) The Conveyance Documents and the Bill of Sale, when taken together, are a complete list, in all material respects, of all of Seller’s rights, title and interests in and to the Stanpac Pipelines and the Stanpac Land; and (b) upon the recordation of the Conveyance Documents and the Parties’ exchange through Escrow of the fully executed Bill of Sale, each in accordance with this Agreement, all of Seller’s rights, title and interests in and to the Stanpac Pipelines and the Stanpac Land as listed in the Conveyance Documents and the Bill of Sale, free and clear of all Liens (other than Permitted Encumbrances), shall pass to Purchaser.

3.2 No Third Party Options. There are no existing agreements, options or commitments granting to any Person the right to acquire any of Seller’s rights, title or interests in and to any of the Stanpac Pipelines or the Stanpac Land except for this Agreement.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF THE PARTIES

4.1 Representations and Warranties of the Parties. Each Party represents and warrants to the other Party as of the Execution Date and as of the Asset Purchase Closing Date as follows:

(a) Organization; Authority; Binding Agreement. Such Party is a duly organized and validly existing corporation in good standing under the laws of the State of California and is qualified to do business in the State of California. Such Party has all requisite corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action of such Party. No other corporate action or corporate proceeding on the part of such Party is necessary to authorize

this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by such Party. Assuming in each case the due authorization, execution and delivery by each Party, this Agreement will constitute a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, as enforceability may be limited by the Enforceability Exceptions.

(b) No Conflict. The execution, delivery and performance by such Party of this Agreement and the consummation by such Party of the transactions contemplated by this Agreement does not and will not, (i) conflict with, or result in any violation or breach of, any provision of the certificate of incorporation, bylaws, or other similar governing documents of such Party, (ii) result in any failure to comply in all material respects with any Law to which such Party is subject or may be bound or (iii) conflict with, or result in any violation or breach of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit) under, require a consent or waiver under, require the payment of a penalty or increased liabilities, fees or the loss of a benefit under or result in the imposition of any Lien on such Party's assets under, any of the terms, conditions or provisions of any Contract to which such Party is a party or by which it or any of its properties or assets may be bound, except in the cases of clause (iii) where the violation, breach, conflict, default, acceleration or failure to give notice would not have a material adverse effect on such Party's ability to consummate the transactions contemplated hereby.

(c) Required Filings. Except for CPUC Approval, no material Permit, Action, concession of, notice to, or registration, declaration or filing with, any Governmental Entity is required by or with respect to such Party in connection with the execution, delivery and performance by such Party of this Agreement or the consummation of the transactions contemplated hereby.

(d) No Brokers. No agent, broker, investment banker, financial advisor or other firm or Person is or shall be entitled, as a result of any action, agreement or commitment of such Party or any of its Affiliates, to any broker's, finder's, financial advisor's or other similar fee or commission in connection with any of the transactions contemplated by this Agreement.

## **COVENANTS**

5.1 Commercially Reasonable Efforts. Upon the terms and subject to the conditions of this Agreement, each Party shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary to consummate and make effective in an expeditious manner the transactions contemplated hereby, including satisfying the conditions precedent to the consummation of such transactions as set forth herein.

5.2 Restrictions on Certain Actions. Seller shall not, without the prior written consent of Purchaser, mortgage, pledge or subject to any Liens any of the Stanpac Pipelines or the Stanpac Land (except for Permitted Encumbrances).

5.3 Seller's Right to Update the Conveyance Documents and Bill of Sale. Seller shall have the right to update the Conveyance Documents and Bill of Sale at such times as Seller deems appropriate prior to the Asset Purchase Closing in order to make any corrections or additions necessary for the Conveyance Documents and the Bill of Sale, when taken together, to contain a complete list, in all material respects, of all of Seller's rights, title and interests in and to the Stanpac Pipelines and the Stanpac Land; provided that, any such updates shall be satisfactory to Purchaser in its sole discretion. When Seller provides any updated Conveyance Documents or an updated Bill of Sale to Purchaser, Seller also shall provide such supporting evidence as is reasonably appropriate to allow the Purchaser to make the determination that such updated document is satisfactory. Purchaser shall review any such updated document and such evidence as is

provided by Seller, and within fifteen (15) days after its receipt of the same, shall advise Seller that such updated document is satisfactory, or shall specify to Seller why the updated document is not satisfactory.

## ARTICLE VI

### CONDITIONS PRECEDENT TO CLOSING

6.1 Conditions to Obligations of Purchaser and Seller. The respective obligations of each of Seller and Purchaser to effect the Asset Purchase Closing and consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, if permitted by applicable Law, waiver by the Party for whose benefit such condition exists), at the Asset Purchase Closing, of the following conditions:

(a) there shall not be in effect any order, ruling (including by temporary restraining order or preliminary or permanent injunction) or charge of, or any other Law enacted by, a Governmental Entity restraining, enjoining or otherwise prohibiting or restricting the consummation of the transactions contemplated by this Agreement;

(b) no Action shall have been instituted, and no regulation or legislation shall have been proposed by any Person that is not a Party or an Affiliate of any Party to restrain, enjoin or otherwise prohibit, or to obtain damages in respect of or which is related to this Agreement or the consummation of the transactions contemplated hereby; and

(c) CPUC Approval shall have been obtained or waived by the CPUC or the relevant Governmental Entity.

6.2 Conditions to Obligations of Purchaser. The obligation of Purchaser to effect the Asset Purchase Closing and consummate the transactions contemplated by this Agreement is further subject to the satisfaction (or waiver by Purchaser), at or prior to the Asset Purchase Closing, of the following conditions:

(a) each of the representations and warranties of Seller contained herein shall be true and correct as of the Execution Date and at and as of the Asset Purchase Closing Date as though such representations and warranties were made at and as of the Asset Purchase Closing Date (except to the extent such representations and warranties shall have been expressly made as of an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date), except to the extent that the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Seller's ability to consummate the transactions contemplated by, and discharge its obligations under, this Agreement;

(b) Seller shall have performed and complied with, in all material respects, all of its covenants and agreements hereunder that are required to be performed or complied with at or prior to the Asset Purchase Closing;

(c) Seller shall have updated all Conveyance Documents and the Bill of Sale, as applicable pursuant to Section 5.3, as of the Asset Purchase Closing and such information shall be satisfactory to Purchaser in its sole discretion under Section 5.3; and

(d) Seller shall have complied with the requirements in Section 7.1 (Deliveries by Seller).

6.3 Conditions to Obligations of Seller. The obligation of Seller to effect the Asset Purchase Closing and consummate the transactions contemplated by this Agreement is further subject to the satisfaction (or waiver by Seller), at or prior to the Asset Purchase Closing, of the following conditions:

(a) each of the representations and warranties of Purchaser contained herein shall be true and correct as of the Execution Date and at and as of the Asset Purchase Closing Date as though such representations and warranties were made at and as of the Asset Purchase Closing Date (except to the extent such representations and warranties shall have been expressly made as of an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date), except to the extent that the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser's ability to consummate the transactions contemplated by, and discharge its obligations under, this Agreement;

(b) Purchaser shall have performed and complied with, in all material respects, all of its covenants and agreements hereunder that are required to be performed or complied with at or prior to the Asset Purchase Closing; and

(c) Purchaser shall have complied with the requirements in Section 7.2 (Deliveries by Purchaser).

6.4 Frustration of Closing Conditions. Neither Purchaser, on the one hand, nor Seller, on the other hand, may rely on the failure of any condition set forth in ARTICLE VI to be satisfied if such failure was caused by such Party's failure to comply with its obligations to consummate the transactions contemplated by this Agreement as required by and subject to the express terms of this Agreement or resulted from any intentional action by such Party designed to cause a failure of such condition.

## ARTICLE VII

### DELIVERIES INTO ESCROW AND PAYMENT

7.1 Deliveries by Seller. At least five (5) Business Days before the Asset Purchase Closing, Seller shall deliver, or cause to be delivered, into the Escrow the items set forth below:(a) the Conveyance Documents and the Bill of Sale, each as duly executed by Seller; and

(b) evidence in form and substance reasonably satisfactory to Purchaser that, at or prior to the Asset Purchase Closing, all Liens on the Stanpac Assets, other than Permitted Encumbrances, have been discharged by Seller or by the Person in whose favor such Liens exist, which evidence shall in any case be satisfied by UCC termination statements or the equivalent instruments or documents previously delivered to and approved by Purchaser, and at no expense to Purchaser.

7.2 Deliveries by Purchaser.

(a) At least five (5) Business Days before the Asset Purchase Closing, Purchaser shall deliver, or cause to be delivered, into the Escrow the Assignments of Easements and Rights and the Bill of Sale, each as duly executed by Purchaser.

(b) At the Asset Purchase Closing, Purchaser shall pay the Purchase Price in accordance with Section 2.4(a).

7.3 Transfer Taxes and Fees. In connection with the transactions contemplated by this Agreement, the Parties agree to pay the following Taxes and fees in accordance with this Section 7.3:

(a) Deed Recordations. Purchaser shall bear the cost of the recording fees for recordation of the Conveyance Documents.

(b) Transfer Taxes and Escrow Fees. The Parties shall split equally, and share on an equal basis, the total liability for (i) any Transfer Taxes arising in connection with the sale and transfer of the Stanpac Assets hereunder, and (ii) any fees for the Escrow charged by the Title Company, if PG&E selected such Title Company to maintain the Escrow (“Escrow Fees”). Each Party agrees to provide such cooperation as the other may reasonably request to lawfully minimize its respective incurrence of Transfer Taxes in connection with the sale or transfer of the Stanpac Assets; provided that, such cooperation shall not obligate a Party to take any action inconsistent with the other provisions of this Agreement.

## ARTICLE VIII

### OTHER COVENANTS AND AGREEMENTS

8.1 Confidentiality. Each Party agrees that it will maintain this Agreement, and all parts, contents and exhibits hereof, including all operational data obtained, in strict confidence, and that it will not cause or permit disclosure of same to any third party without the express written consent of the other Party; provided, however, that disclosure by a Party is permitted in the event and to the extent that: (a) disclosure is required by any Governmental Entity exercising jurisdiction over the subject matter hereof, or as required by any Law (including any subpoena or civil discovery procedure); (b) disclosure is necessary to agents and contractors of PG&E for the proper prosecution of their work; (c) PG&E deems disclosure necessary to demonstrate the reasonableness of its actions to any duly authorized Governmental Entity including the CPUC or any division thereof, (d) disclosure is made in accordance with the terms of Section 9.3(d)(v); or (e) disclosure is otherwise agreed to by the Parties in writing.

#### 8.2 Tax Matters.

(a) Real and Personal Property Taxes. State and local real and personal property Taxes relating to the Stanpac Assets (excluding Transfer Taxes which shall be shared equally pursuant to Section 7.3(b)) for the tax year in which the Asset Purchase Closing occurs shall be the responsibility of (i) Stanpac for the period accruing up to the Asset Purchase Closing Date and (ii) PG&E for the period accruing on, from, and after the Asset Purchase Closing Date. If either Party pays any State or local real or personal property Taxes relating to the Stanpac Assets (excluding Transfer Taxes) with respect to any period for which the other Party is responsible pursuant to this Section 8.2(a), upon receipt of a request from the paying Party, the responsible Party agrees to promptly reimburse the paying Party for the responsible Party’s prorated share of such Taxes. All such Taxes assessed on an annual basis (whether calendar or other twelve (12) month period) shall be prorated on the assumption that an equal amount of Taxes applies to each day of the tax year, regardless of how many installment payments are billed or made.

(b) Tax Refunds. Seller shall be entitled to any refunds or credits of Taxes relating to the Stanpac Assets for the period prior to the Asset Purchase Closing Date which Seller has paid prior to or on the Asset Purchase Closing Date. PG&E shall promptly notify and forward to Seller the amounts of any such refunds or credits within sixty (60) calendar days after receipt thereof.

(c) Pending or Threatened Actions. After the Asset Purchase Closing Date, Purchaser shall notify Seller in writing, within fifteen (15) days after its receipt of any correspondence, notice or other communication from a taxing authority or any representative thereof, of any pending or threatened Tax

audit, or any pending or threatened judicial or administrative proceeding that involves Taxes relating to any of the Stanpac Assets for the period prior to the Asset Purchase Closing Date, and furnish Purchaser with copies of all correspondence received from any taxing authority in connection with any audit or information request with respect to any such Taxes relating to any of the Stanpac Assets for the period prior to the Asset Purchase Closing Date.

(d) Cooperation and Defense of Tax Claims. Notwithstanding any provision of this Agreement to the contrary, with respect to any claim for refund, audit, examination, notice of deficiency or assessment or any judicial or administrative proceeding that involves Taxes relating to any of the Stanpac Assets for the period either (i) prior to the Asset Purchase Closing Date, or (ii) prior to, including and after the Asset Purchase Closing Date (collectively, “Tax Claim”), the Parties shall reasonably cooperate with each other in contesting any Tax Claim, including making available original books, records, documents and information for inspection, copying and, if necessary, introduction as evidence at any such Tax Claim contest and making employees available on a mutually convenient basis to provide additional information or explanation of any material provided hereunder with respect to such Tax Claim or to testify at proceedings relating to such Tax Claim. Purchaser shall control all proceedings taken in connection with any Tax Claim.

(e) Survival. The obligations of the Parties under this Section 8.2 shall survive the Asset Purchase Closing until sixty (60) calendar days following the expiration of the applicable statute of limitations period after giving effect to any waivers or extensions thereof.

### 8.3 Further Assurances; Post-Closing Cooperation..

(a) Each of the Parties shall use commercially reasonable efforts to perform such further acts as may be reasonably required to carry out the provisions hereof and the actions contemplated hereby. In addition, from time following the Asset Purchase Closing Date, Seller shall execute, acknowledge and deliver such additional documents, instruments of conveyance, transfer and assignment or assurances and take such other action as the Purchaser may reasonably request to more effectively assign, convey and transfer to the Purchaser, and fully vest or transfer title, rights or interests in the Purchaser, with respect to the Stanpac Assets. Without limiting the generality of the foregoing, if after the Asset Purchase Closing Date and upon the discovery by either Party of any items included within the definition of the Stanpac Assets, but not transferred, conveyed or assigned to or assumed by Purchaser in the Conveyance Documents or the Bill of Sale, or any other applicable instrument of conveyance, then (a) such Party shall promptly deliver notice to the other Party of the existence and non-transfer or non-assumption of such item and provide all the information about such item as such other Party may reasonably request and (b) Seller shall transfer, convey or assign to Purchaser such item in the manner and on the terms and conditions consistent with this Agreement as if it were a part of assets transferred under the Agreement as of the Asset Purchase Closing Date.

(b) After the Asset Purchase Closing Date, Purchaser shall notify all relevant Governmental Entities and all third Persons to whom notice must be given of the change in ownership of the Stanpac Assets resulting from the transactions contemplated herein, in each case to the extent required by applicable Laws.

## ARTICLE IX

### SURVIVAL AND INDEMNIFICATION

9.1 Survival of the Parties’ Representations, Warranties and Covenants. The representations and warranties of Seller and Purchaser contained in this Agreement or in any instrument delivered in

connection herewith shall survive the Asset Purchase Closing until eighteen (18) months after the Asset Purchase Closing Date. The covenants and agreements contained herein which by their terms contemplate performance prior to the Asset Purchase Closing will survive the Asset Purchase Closing until eighteen (18) months after the Asset Purchase Closing Date. All covenants and agreements contained herein which by their terms contemplate actions or impose obligations following the Asset Purchase Closing shall survive the Asset Purchase Closing until the date that is eighteen (18) months after the latest date with respect to which performance of such covenant is required and if no such date is specified, until such covenant is fully performed in accordance with its terms. Notwithstanding the foregoing, any claim made under and in accordance with this Section 9.1 prior to the expiration of the applicable period set forth above shall survive until such claim is finally resolved. No knowledge of, or investigation by or on behalf of, any Party will constitute a waiver of such Party's right to enforce any covenant, representation or warranty contained herein against the other Party or affect the right of Purchaser to indemnification.

**9.2 Indemnification.** Subject to the provisions of Section 9.1, from and after the Asset Purchase Closing, Stanpac shall indemnify, defend, and hold harmless PG&E and its respective directors, officers, employees, agents, contractors, attorneys, representatives, and Affiliates against any and all Claims to the extent arising out of Stanpac's breach of its respective covenants, obligations, representations and warranties under this Agreement.

**9.3 Dispute Resolution.**

(a) **Intent of the Parties.** Except as provided in the next sentence, the sole procedure to resolve any controversy or Claim arising out of or relating to this Agreement is the dispute resolution procedure set forth in this Section 9.3. Either Party may seek a temporary restraining order, preliminary injunction, or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case the Parties nonetheless will continue to pursue resolution of the underlying dispute by means of the procedures specified in this Section 9.3.

(b) **Management Negotiations.**

(i) The Parties shall attempt in good faith to resolve any controversy or Claim arising out of or relating to this Agreement by prompt negotiations between each Party's authorized representative (each, a "Manager"). Any Manager may request a meeting (in person or telephonically) to initiate negotiations to be held within ten (10) Business Days of each Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) Business Days of the first meeting ("Initial Negotiation End Date"), or such other period to which the Managers may agree in writing, the Managers shall refer the matter to the designated senior officers of their respective companies ("Executive(s)"), who shall have authority to settle the dispute. Within five (5) Business Days of the Initial Negotiation End Date ("Referral Date"), each Party shall provide the other Party with notice confirming the referral and identifying the name and title of the Executive who will represent the Party.

(ii) Within five (5) Business Days of the Referral Date the Executives shall establish a mutually acceptable location and date, which date shall not be greater than thirty (30) calendar days from the Referral Date, to meet. After the initial meeting date, the Executives shall meet as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

(iii) All communications and writings exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process among the Parties.

(iv) If the matter is not resolved within forty-five (45) calendar days of the Referral Date (or within such other period to which the Executives may agree in writing), or if the Party receiving the written request to meet, pursuant to Section 9.3(b)(i) above, refuses or does not meet within the ten (10) Business Day period specified in Section 9.3(b)(i) above, either Party may initiate mediation of the controversy or claim according to the terms of the following Section 9.3(c).

(c) Mediation and Arbitration. If the dispute is not resolved by negotiation as set forth in Section 9.3(b) above, it shall be resolved at the request of either Party through a two-step dispute resolution process administered by JAMS. As the first step, the Parties agree to mediate any controversy before a mediator from the JAMS panel in San Francisco, California. Either Party may begin mediation by serving a written demand for mediation. The mediator shall not have the authority to require, and neither Party may be compelled to engage in, any form of discovery prior to or in connection with the mediation. If within sixty (60) calendar days after service of a written demand for mediation (or within such other period to which the Parties to the dispute may agree in writing) (the “Mediation Period”), the mediation does not result in resolution of the dispute, then the controversy shall be settled by arbitration conducted by a retired judge or justice from the JAMS panel in San Francisco, California, administered by and in accordance with JAMS’s Commercial Arbitration Rules (“Arbitration”). The period commencing from the date of the written demand for mediation until the appointment of a mediator shall be included in the Mediation Period. Any mediator(s) and arbitrator(s) shall have no affiliation with, financial or other interest in, or prior employment with, either Party and shall be knowledgeable in the field of the dispute. Either Party may initiate arbitration by filing with JAMS a Notice of intent to arbitrate within thirty (30) days after expiration of the Mediation Period.

(d) Arbitration Procedures.

(i) At the request of either Party, the arbitrator shall have the discretion to order depositions of witnesses upon good cause shown. Depositions shall be limited to a maximum of three (3) per Party and shall be held within thirty (30) days of delivery of a deposition notice or subpoena to the deponent. Additional depositions may be scheduled only to the extent the arbitrator deems such additional depositions relevant and appropriate. Each deposition shall be limited to a maximum of six (6) hours duration unless otherwise permitted by the arbitrator upon good cause shown. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary and confidential information. The arbitrator shall also have discretion to order the Parties to exchange relevant documents and to answer interrogatories, each upon good cause shown.

(ii) The arbitrator shall have no authority to award punitive or exemplary damages or any other damages other than direct and actual damages and the other damages contemplated by this Agreement.

(iii) The arbitrator’s award shall be made within nine (9) months of the filing of the notice of intention to arbitrate (demand) and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties, or by the arbitrator if the arbitrator deems it necessary. The Superior Court of the State of California, the County of San Francisco, or the County of Alameda, may enter judgment upon any award rendered by the arbitrator, and shall be the exclusive forum for doing so and for any motion to confirm or vacate the arbitrator’s award. The Parties are aware of the decision in *Advanced Micro Devices, Inc. v. Intel Corp.*, 9 Cal. 4th 362 (1994), and, except as modified by this Agreement, intend to limit the power of the arbitrator to that of a Superior Court judge enforcing California Law. The prevailing Party in the arbitration shall be entitled to recover its costs and reasonable attorneys’ fees incurred in the arbitration, including JAMS and arbitrator fees.

(iv) The arbitrator shall have the authority to grant dispositive motions prior to the commencement of or following the completion of discovery if the arbitrator concludes that there is no genuine dispute of material fact.

(v) Except as may be required by Law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the other Party; rather, the Parties and the arbitrator shall treat the existence, content, and results of such arbitration as confidential in accordance with Section 8.1. The arbitrator shall consent to such confidential treatment prior to accepting the appointment. Notwithstanding the foregoing two sentences, the Parties may disclose the existence, content, and results of the arbitration as reasonably necessary in court filings relating to any petition to confirm or vacate the arbitrator's award, or to enter judgment thereon, provided that the Parties shall make reasonable efforts to ensure that any information that is otherwise confidential under Section 8.1 is filed under seal.

**9.4 LIMITATION OF LIABILITY.** UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER SUCH LIABILITY OTHERWISE WOULD ARISE BY STATUTE, AT LAW, IN EQUITY, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE; PROVIDED, HOWEVER, THAT SUCH LIMITATIONS SHALL NOT RELIEVE OR LIMIT ANY LIABILITY A PARTY MAY HAVE UNDER SECTION 9.2 (INDEMNIFICATION) WITH RESPECT TO THIRD-PARTY CLAIMS FOR DAMAGES (WHICH FOR PURPOSES HEREOF SHALL BE DEEMED TO INCLUDE AMOUNTS PAID TO THIRD PARTIES AS A RESULT OF OR RELATING TO ENVIRONMENTAL LIABILITIES), DESTRUCTION OF PROPERTY, OR DEATH OF OR BODILY INJURY TO ANY PERSON, AND SUBJECT TO THE PROVISIONS OF SECTION 9.2 (INDEMNIFICATION), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES (INCLUDING THE LIMITATIONS OF LIABILITY AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES) (A) SHALL BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF EITHER PARTY (WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE); AND (B) SHALL APPLY IRRESPECTIVE OF WHETHER A PARTY OR ANY AFFILIATE THEREOF, OR ANY PARTNER, MEMBER, SHAREHOLDER, OFFICER, DIRECTOR, OR EMPLOYEE OF A PARTY OR AN AFFILIATE THEREOF, ASSERTS A THEORY OF LIABILITY UNDER STATUTE, AT LAW, IN EQUITY, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE.

**9.5 Termination of Agreement.** This Agreement may be terminated in accordance with this Section 9.5. If a Party exercises its right to terminate this Agreement pursuant to this Section 9.5, the effective date of such termination is the date the termination notice is deemed delivered pursuant to Section 10.10 or, if the termination occurs pursuant to subsection (b) below, the termination date mutually agreed to by the Parties in such consent (in each case, the "Termination Date").

(a) Either Party may terminate this Agreement by providing written notice of termination to the other Party in the event of:

(i) a Failure to Obtain CPUC Approval (as defined in the Transportation Agreement); or

(ii) a material breach by the other Party of any provisions of this Agreement; provided, the Party asserting such breach shall provide written notice to the other Party of the existence

and nature of such breach; provided further, such other Party shall have an opportunity to cure such breach for a period of ninety (90) calendar days.

(b) Purchaser and Seller may terminate this Agreement by mutual written consent at any time prior to the Asset Purchase Closing; provided that, Seller shall have obtained prior unanimous written consent from the Stanpac Board of Directors for such termination.

9.6 Effect of Termination. If this Agreement terminates pursuant to Section 9.5, all obligations and liabilities of the Parties hereunder shall terminate and shall be of no further force or effect; provided that (a) nothing herein will relieve any Party from liability for any breach of any representation, warranty, covenant or agreement in this Agreement prior to the date of termination; and (b) Section 4.1(d) (No Brokers), Section 8.1 (Confidentiality), Section 9.2 (Indemnification), Section 9.3 (Dispute Resolution), Section 9.4 (Limitation of Liability), this Section 9.6 (Effect of Termination), and ARTICLE X (General Provisions) will remain in full force and effect.

## ARTICLE X

### GENERAL PROVISIONS

10.1 Fees and Expenses. Except as otherwise specifically provided herein, all fees, costs and expenses, including, without limitation, fees and disbursements of counsel, advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such expenses.

10.2 Entire Agreement; Amendment. This Agreement and the other Transaction Documents and the Management Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, agreements and understandings, whether written or oral, of the Parties. This Agreement may only be amended, modified or supplemented by mutual written agreement of the Parties.

10.3 Exhibits. The Exhibits are incorporated into this Agreement and shall be deemed a part hereof as if set forth herein in full. In the event of any conflict between the provisions of this Agreement and any such Exhibit, the provisions of this Agreement shall control. Any capitalized term used in any Exhibit but not otherwise defined therein shall have the meaning given to such term in this Agreement.

10.4 Counterparts and Signature. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Electronic copies of signatures, including but not limited to electronic signatures affixed through the use of secure digital encryption technology, such as DocuSign eSignature®, RightSignature®, etc., shall be deemed to be originals.

10.5 Severability. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, (a) all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions and other matters contemplated hereby is not affected in any manner adverse to any of the Parties hereto and (b) upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions and other matters contemplated hereby are fulfilled to the extent possible.

10.6 Binding Effect; Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, personal representatives, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by either of the Parties without the prior written consent of the other Party, and any such assignment without such prior written consent shall be null and void; provided that, notwithstanding the foregoing, Purchaser may assign its rights and/or obligations hereunder to any of its Affiliates or to any subsequent purchaser of Seller or all or substantially all of the assets comprising the Business, without the prior written consent of Seller; provided further that no such assignment shall relieve Purchaser of its obligations hereunder.

10.7 No Third Party Beneficiaries. Except as set forth in Section 9.2 (Indemnification), this Agreement is not intended, and shall not be deemed, to (a) confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns, (b) create any agreement of employment with any Person, or (c) otherwise create any third-party beneficiary hereto.

10.8 Governing Law. This Agreement and all other agreements, documents and instruments delivered pursuant hereto and incorporated herein, unless otherwise expressly provided therein, shall be governed by, and construed in accordance with, the substantive Laws of the State of California applicable to agreements made and to be performed entirely within such State, without reference to the conflicts of laws rules of such State.

10.9 Notice. Any notice, request, instruction or other document to be given hereunder will be sent in writing and delivered personally, sent by reputable, overnight courier service (charges prepaid), sent by registered or certified mail, postage prepaid, or via email according to the instructions set forth below. Such notices will be deemed given: at the time delivered by hand, if personally delivered; one (1) Business Day after being sent, if sent by reputable, overnight courier service; at the time received, if sent by registered or certified mail; and if given by email, upon receipt by the receiving Party if such email is received prior to 5:00 p.m. local time on a Business Day or on the following Business Day if received after 5:00 p.m. local time or on a non-Business Day: if to Purchaser, to both of the following:

Pacific Gas and Electric Company  
300 Lakeside Drive  
Oakland, CA 94612  
Attention: Sumeet Singh  
Title: Executive Vice President, Operations, and Chief Operations Officer  
Email: [Sumeet.Singh@pge.com](mailto:Sumeet.Singh@pge.com)

Pacific Gas and Electric Company  
Law Department  
300 Lakeside Drive  
Oakland, CA 94612  
Attention: Tara Kaushik  
Title: Managing Counsel, Law  
Email: [Tara.Kaushik@pge.com](mailto:Tara.Kaushik@pge.com)

(b) if to Seller, to:

Standard Pacific Gas Line Incorporated  
c/o Pacific Gas and Electric Company  
300 Lakeside Drive

Oakland, CA 94612  
Attention: Christine Cowser  
Title: President and Chief Executive Officer  
Standard Pacific Gas Line Incorporated  
Email: [Christine.Cowser@pge.com](mailto:Christine.Cowser@pge.com)

with a copy to (which shall not constitute notice):

Standard Pacific Gas Line Incorporated  
c/o Pacific Gas and Electric Company  
300 Lakeside Drive  
Oakland, CA 94612  
Attention: Jonathan Pendleton  
Title: Chief Counsel  
Pacific Gas and Electric Company  
Email: [Jonathan.Pendleton@pge.com](mailto:Jonathan.Pendleton@pge.com)

or to such other address or to the attention of such other Party that the recipient Party has specified by prior written notice to the sending Party in accordance with the foregoing.

10.10 No Waiver. At any time Seller and Purchaser may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Party hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. Such extension or waiver shall not be deemed to apply to any time for performance, inaccuracy in any representation or warranty, or noncompliance with any agreement or condition, as the case may be, other than that which is specified in the extension or waiver. A waiver by any Party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. The failure or delay of any Party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Execution Date.

STANDARD PACIFIC GAS LINE INCORPORATED

By: Christine Cowser

Name: E. Christine Cowser

Title: President and Chief Executive Officer

PACIFIC GAS AND ELECTRIC COMPANY

By: Sumeet Singh

Name: Sumeet Singh

Title: Executive Vice President, Operations, and  
Chief Operations Officer

IN WITNESS WHEREOF, CPL hereby memorializes its consent to the transactions contemplated by this Agreement as an Owner of Seller by duly executing this acknowledgement and consent as of the Execution Date:

ACKNOWLEDGEMENT AND CONSENT BY CPL:

CHEVRON PIPE LINE COMPANY

By: Elena Gale

Name: Elena Gale

Title: Commercial Officer

EXHIBIT A  
CONVEYANCE DOCUMENTS  
PART I: Grant Deeds

RECORDING REQUESTED BY, RETURN, AND  
MAIL TAX STATEMENTS TO:

PACIFIC GAS AND ELECTRIC COMPANY  
300 Lakeside Drive, Suite 210  
Oakland, CA 94612  
Attn: Land Rights Library

Location: City of Tracy  
Recording Fee \$ \_\_\_\_\_  
Document Transfer Tax \$ \_\_\_\_\_  
 This is a conveyance where the consideration and  
Value is less than \$100.00 (R&T 11911).  
 Computed on Full Value of Property Conveyed, or  
 Computed on Full Value Less Liens  
& Encumbrances Remaining at Time of Sale  
 Exempt from the fee per GC 27388.1 (a) (2); This  
document is subject to Documentary Transfer Tax

\_\_\_\_\_  
Signature of declarant or agent determining tax

LD#

(SPACE ABOVE FOR RECORDER'S USE ONLY)

GRANT DEED

STANDARD PACIFIC GAS LINE INCORPORATED, a California corporation, for good and valuable consideration, the receipt of which is hereby acknowledged, grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, the real property, situated in the City of Tracy, County of San Joaquin, State of California, and more particularly described as follows:

(APN 253-180-11 por.)

The parcel of land described in the deed from the Joseph C. Brichetto and Eva C. Brichetto to Standard Pacific Gas Line Incorporated dated July 28, 1951 and recorded in Book 1374 of Official Records at page 133, San Joaquin County Records, and more particularly described as follows:

“That portion of Section 27, Township 3 South, Range 5 East, M. D. B. & M., bounded by a line which begins at the intersection of the southwesterly boundary line of that certain right of way, 15 feet wide, described in the deed from Joseph C. Brichetto and wife to Pacific Gas and Electric Company, dated October 28, 1929 and recorded in the office of the County Recorder of said County of San Joaquin in Book of Official Records, Volume 296 at page 434, with the westerly boundary line of that certain county road (60 feet wide) commonly known as Christman Road extending along the easterly boundary line or said Section 27 and runs thence south, along the westerly boundary line or said Christman Road, 10.0 feet; thence west 10.0 feet; thence north 10.0 feet; thence east 10.0 feet, more or less, to the point or beginning.”

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated \_\_\_\_\_, 20\_\_\_\_.

STANDARD PACIFIC GAS LINE  
INCORPORATED, a California corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary Public,  
personally appeared \_\_\_\_\_  
Insert name

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

RECORDING REQUESTED BY, RETURN, AND  
MAIL TAX STATEMENTS TO:

PACIFIC GAS AND ELECTRIC COMPANY  
300 Lakeside Drive, Suite 210  
Oakland, CA 94612  
Attn: Land Rights Library

Location: City of San Pablo, Pittsburg, Martinez,  
Pinole, El Sobrante

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD#

**GRANT DEED**

Stanpac Gas Pipeline SP5

(APN 370-230-001, 378-103-017, 093-113-041-3, 411-030-007-8, 411-251-002-1, 414-010-001-9, 426-020-003-7, 377-061-001-6)

STANDARD PACIFIC GAS LINE INCORPORATED, a California corporation, for good and valuable consideration, the receipt of which is hereby acknowledged, grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, the real property, situated in the City of San Pablo, Pittsburg, Martinez, Pinole, and El Sobrante County of Contra Costa, State of California, and more particularly described as follows:

#### **Parcel 1**

The parcel of land described in the deed from Margery I. Pischel and Dohrmann K. Pischel to Federal Engineering Company, predecessor in interest to Standard Pacific Gas Line Incorporated, dated March 6, 1930, and recorded March 12, 1930 in Volume 228 of Official Records at page 40, Contra Costa County Records, and more particularly described as follows:

"All that portion of Lot 194 as designated on the "Map of the San Pablo Rancho" accompanying and forming a part of the final report of the Referees in Partition in the suit generally known as Emeric vs. Alvarado, which map was filed in the office of the Recorder of the County of Contra Costa, State of California, on March 1, 1894, — lying between the center line of Wildcat Creek running through the above mentioned Lot, and a line described as follows:

Beginning at a point in the center line of said Wildcat Creek where it intersects the Easterly right of way line of Atchison, Topeka & Santa Fe Railway in said Lot 194, thence South 30°46' West, along said Easterly right-of-way line A.T.&S.F. Railway seventy-five and three tenths (75.3) feet; thence North 54°43' East one hundred forty-six and six tenths (146.6) feet; thence North 7°03'

East one hundred thirty-seven (137) feet; thence North 18°45' East one hundred twenty-seven and eight tenths (127.8) feet; thence North 43°37' East one hundred eighty-one and one tenth (181.1) feet; thence North 75°35' East thirty-three (33) feet to a point in Westerly line Road #15 as designated on above mentioned map; thence North 16°36' East along said Westerly line Road #15 thirty (30) feet more or less to a point in center line Wildcat Creek containing .753 acre more or less.

Together with any interest Grantors now have or may hereafter acquire in portion Road #15 abutting land above described.

TOGETHER with all singular tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, reversion, reversions, remainder, remainders, rents, issues, and profits thereof."

### **Parcel 2**

The parcel of land described in the deed from Beatrice Regello to Federal Engineering Company, predecessor in interest to Standard Pacific Gas Line Incorporated, dated March 19, 1930, and recorded March 24, 1930 in Volume 223 of Official Records at page 336, Contra Costa County Records, and more particularly described as follows:

"Beginning at a point in the Easterly line of Road No. 15, as designated on the map entitled "Map of the San Pablo Rancho, Accompanying and Forming a part of the Final Report of the Referees in Partition", distant thereon South 24°30' West 603.24 feet from the intersection thereof with the Southerly line of Road No. 17 as designated on said map, said point being also the point of beginning of the description of Parcel One in that certain deed from John G. Regallo to first party herein, dated October 16, 1928, and recorded in the office of the County Recorder at Contra Costa County in Liber 156 of Official Records at page 125; thence North 24°30' East along said Easterly line, 7 feet; thence at right angles South 65°30' East, 100 feet; thence parallel with said Easterly line of Road No. 15, South 16°32' West, 127.9 feet; thence along the centerline of Wildcat Creek North 74°15' West, 39.3 feet; thence continuing along the centerline of Wildcat Creek North 49°15' West, 66.6 feet to a point in the said Easterly line of Road No. 15; thence along said Easterly line North 16°32' East, 105.06 feet to the point of beginning, containing 147 of an acre more or less.

Together with any interest that first party now has or may hereafter acquire in that portion of Road No. 15 abutting on said land above described.

TOGETHER with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD all and singular said premises together with the rights, members, and appurtenances thereto appertaining unto the second party and to its successors and assigns forever."

### **Parcel 3**

The parcel of land described in the deed from Beatrice Regello to Federal Engineering Company, predecessor in interest to Standard Pacific Gas Line Incorporated, dated May 16, 1930, and recorded May 21, 1930 in Volume 244 of Official Records at page 122, Contra Costa County Records, and more particularly described as follows:

“Beginning at a point in the Easterly line of County Road No. 15, as designated on the above-mentioned map, distant thereon South 24°30' West 603.24 feet from the intersection thereof with the Southerly line of Road No. 17 as designated on said map, said point being also the point of beginning of the description of Parcel One in that certain deed from John de Regello to first party herein dated October 16, 1928, and recorded in the office of the County Recorder of Contra Costa County in Liber 156 of Official Records at Page 125; thence North 24°30' East along said Easterly line, seven (7) feet; thence at right angles South 65°30' East along the Northerly line of that certain tract of land deeded to the Federal Engineering Company by the first party herein, March 19th, 1930, and recorded March 24, 1930, in Volume 223 of Official Records at Page 236, Records of Contra Costa County, one hundred (100) feet to the TRUE POINT OF BEGINNING of this description at the Northeast corner of said tract; thence continuing along last mentioned course South 65°30' East one hundred forty (140) feet; thence South 80° West one hundred and seventy-seven hundredths (100.77) feet to a point in the meandered center line of Wildcat Creek; thence South 86°00' West along said meander line twenty-four (24) feet; thence North 74°15' West along said meander line one hundred thirty-eight and nine tenths (138.9) feet; thence North 16°32' East along the Easterly boundary line of said tract deeded to the Federal Engineering Company heretofore mentioned one hundred twenty-seven and nine tenths (127.9) feet to the true point of beginning.

Containing 0.402 of an acre of land.

TOGETHER with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and reversions, remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD all and singular, the said premises together with appurtenances unto second party and its assigns forever.”

#### **Parcel 4**

The parcel of land described in the deed from Eugene G. Alves to Standard Pacific Gas Line Incorporated dated June 13, 1952, and recorded June 19, 1952 in Volume 1948 of Official Records at page 507, Contra Costa County Records, and more particularly described as follows:

“That portion of the 30-foot strip of land described in agreement dated December 24, 1929 from A. J. Alves and Virginia G. Alves to Federal Engineering Company, a corporation, recorded January 3, 1930 in Volume 226 of Official Records at page 10 and re-recorded January 24, 1930 in Volume 207 of Official Records at page 372, records of said county, lying within that portion of the Virginia Alves tract in Lots 7 and 8, Section 15, Township 2 North, Range 1 West, M.D.B. & M., described in the deed from Virginia Alves, a widow, to Eugene G. Alves and Maria Alves, his wife, as joint tenants, recorded January 30, 1948 in Book 1169 of Official Records at page 435, records of said county.”

#### **Parcel 5**

The parcel of land described in the deed from Phillip J. Cellini and others to Standard Pacific Gas Line Incorporated dated May 31, 1988, and recorded June 1, 1988 in Book 14366 of Official Records at page 395, Contra Costa County Records, and more particularly described as follows:

“Block 185 of the Original Survey of the Town of Martinez, as per Maps thereof on file in the Office of the Recorder of the County of Contra Costa.”

#### **Parcel 6**

The parcel of land described in the deed from J. Karl Kalsbeek and Margaret Kalsbeek to Standard Pacific Gas Line Incorporated dated August 8, 1988 and recorded August 16, 1988 in Book 14519 of Official Records at page 64, Contra Costa County Records, and more particularly described as follows:

“A portion of Lots 14 and 15, in Block 21, as designated on the Map of Condon Addition, filed November 24, 1915 in Book 14 of Maps, at Page 293, in the office of the Recorder of Contra Costa County, California, and a portion of the Rancho Las Juntas, described as follows:

Beginning on the westerly line of said Lot 15 at the most easterly corner of the parcel of land described in the deed to Contra Costa County recorded April 14, 1967 in Book 5347 at Page 204 of Official Records of said County; thence from said point beginning South 71°11'37" east 49.90 feet; thence southeasterly along arc tangent curve, concave to northeast having radius 600.00 feet through central angle 5°11'55", distance 54.44 feet to easterly line said Lot 14; thence, non-tangent to said curve along said easterly line and its northerly prolongation, north 0°57'50" east 110.45 feet to northeasterly corner that parcel land described in the deed to Contra Costa County recorded February 18, 1966 in Book 5061 at Page 695 Official Records said County; thence along the northerly line of said County Parcel (5061 on 695) north 89°02'10" west 100.00 feet to the northerly prolongation of the said westerly line of said lot 15 (14 M 293); thence, along said prolongation and westerly line of said Lot 15, south 0°57'50" west 80.85 feet to the point of beginning; containing 0.222 of an acre, and being all of the parcel of land described in the deed from J. Karl Kalsbeek and wife to J. Karl Kalsbeek and Margaret Kalsbeek, Trustees, dated March 15, 1988 and recorded in Book 14237 at Page 770, Contra Costa County Records.

RESERVING to first parties an easement for road purposes within the strip of land described as follows:

Beginning at the northwest corner of the real property herein conveyed and running thence along the westerly boundary line thereof:

- (1) south 0°57'50" West 20.00 feet; thence leaving said westerly boundary line and running
- (2) south 89°02'10" East 85.00 feet; thence
- (3) southeasterly, on a curve to the right with a radius of 15.00 feet, through a central angle of 90°00'00" and tangent at the westerly terminus thereof to the preceding course, an arc distance of 23.56 feet to a point in the easterly boundary line of said real property; thence running along said easterly boundary line
- (4) north 0°57'50" east 35.00 feet to the northeast corner of said real property; thence running along the northerly boundary line thereof;
- (5) north 89°02'10" west 100.00 feet, more or less, to the point of beginning.”

### **Parcel 7**

The parcel of land described in the deeds from Groom-Moyers Co. to Standard Pacific Gas Line Incorporated dated i) April 6, 1955, and recorded May 17, 1955 in Volume 2534 of Official Records at page 339, Contra Costa County Records, and ii) June 27, 1955, and recorded July 15, 1955 in Volume 2572 of Official Records at page 224, Contra Costa County Records, and more particularly described as follows:

“Beginning at a 2 inch by 2 inch hub in the northerly boundary line of that certain parcel of land described and designated Parcel One in the deed from Reuel A. Watson and others to Donald Groom and another, dated December 1, 1953 and recorded in the office of the County Recorder of said County of Contra Costa in Book 2243 of Official Records, at page 596, said northerly boundary line being the southerly boundary line of Road No. 24, as said Road No. 24 is shown upon the Map of the San Pablo Rancho, accompanying and forming a part of the final report of the referees in partition, filed for record in the office of said County Recorder on March 1, 1894, from which the 1 1/4 inch iron pipe marking the intersection of the easterly boundary line of Lot 221, as said Lot 221 is shown upon said map, with the southerly boundary line of said Road No. 24, bears south 86° 15' west 160.25 feet distant and running thence north 86° 15' east, along the northerly boundary line of said parcel of land designated Parcel One, 50.00 feet to a 2 inch by 2 inch hub; thence north 0° 35' east, parallel with the westerly boundary line of said parcel of land designated Parcel One, 20.03 feet to a monument with a bronze cap (marked Pac. Gas & Elect. Co.); thence continuing north 0° 35' east, parallel with westerly boundary line of said parcel land designated Parcel One; 30.00 feet to a monument with a bronze cap (marked Pac. Gas & Elect. Co. Prop. Cor.); thence south 86° 35' west, parallel with the northerly boundary line of said parcel land designated Parcel One; 50.00 feet to a monument with a bronze cap (marked Pac. Gas & Elect. Co. Prop. Cor.); thence north 0° 35' west, parallel with the westerly boundary line of said parcel land designated Parcel One; 30.00 feet to a monument with a bronze cap (marked Pac. Gas & Elect. Co.); thence continuing north 0° 35' west, parallel with the westerly boundary line of said parcel land designated Parcel One, 20.03 feet to the point beginning; containing 0.06 acre.

Excepting therefrom and reserving to grantor, its successors and assigns, the right and power to dedicate to public use, for road purposes, a strip of land described as follows, to-wit:

A strip of land of the uniform width of 20 feet lying contiguous to and southerly of the northerly boundary line of said real property and extending from the westerly boundary line of said real property easterly 50 feet, more or less, to the easterly boundary line of said real property.”

### **Parcel 8**

The parcel of land described in the deed from T.J. Dever and Loretta F. Dever to Standard Pacific Gas Line Incorporated dated November 25, 1949, and recorded December 5, 1949 in Volume 1470 of Official Records at page 450, Contra Costa County Records, and more particularly described as follows:

“A portion of Lot 20 as shown on that certain map entitled, “Ranchitos Del Sobrante”, Contra Costa County, California, Filed June 22, 1945, in Map Book 27, Pages 56 and 57 in the office of the County Recorder of the County of Contra Costa, State of California, described as follows:

Beginning on the western line of Maloney Road at the intersection of said western line with the line dividing Lots 19 and 20, as said Road and lots are shown on said map; thence North 87° 48' 18" West along said dividing line 75 feet; thence South 2° 11' 42" West, 35 feet; thence South 87° 48' 18" East parallel to the line dividing said Lots 19 and 20 to the western line of Maloney Road; thence northerly along said western line to the point of beginning."

**Parcel 9**

The parcel of land described in the deed from Frank R. Bzinette to Standard Pacific Gas Line Incorporated dated January 18, 1946, and recorded January 18, 1946 in Volume 872 of Official Records at page 121, Contra Costa County Records, and more particularly described as follows:

"All of Lot 13 as the same is designated on the map entitled "Vine Valley View Subdivision, Martinez, Contra Costa County, California," as the same is recorded in the office of the Recorder of Contra Costa County, State of California, on January 18, 1946, in Volume 28 of Maps at Pages 25 and 26."

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated \_\_\_\_\_, 20\_\_\_\_.

STANDARD PACIFIC GAS LINE  
INCORPORATED, a California corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary Public,  
personally appeared \_\_\_\_\_  
\_\_\_\_\_  
Insert name

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

RECORDING REQUESTED BY, RETURN, AND  
MAIL TAX STATEMENTS TO:

PACIFIC GAS AND ELECTRIC COMPANY  
300 Lakeside Drive, Suite 210  
Oakland, CA 94612  
Attn: Land Rights Library

Location: City of Antioch

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#

**GRANT DEED**

Stanpac Gas Pipeline SP5

STANDARD PACIFIC GAS LINE INCORPORATED, a California corporation, for good and valuable consideration, the receipt of which is hereby acknowledged, grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, the real property, situated in the City of Antioch, County of Contra Costa, State of California, and more particularly described as follows:

(APN 076-031-002-9, 076-241-021-5, 052-051-007-4)

### **Parcel 1**

The parcel of land described in the deed from Tom Gentry and others to Standard Pacific Gas Line Incorporated dated April 17, 1968 and recorded March 7, 1969 in Book 5827 of Official Records at page 279, Contra Costa County Records, and more particularly described as follows:

“Beginning at the 2 3/8 inch iron pipe marking the northwest corner of Section 26, Township 2 North, Range 1 East, M.D.B. & M., and running thence south 89° 54.7' east, along the northerly boundary line of said Section 26, a distance of 252.95 feet to an East Bay Municipal Utility District monument set at the intersection of the northerly boundary of said Section 26 with the general southerly boundary line of the lands of East Bay Municipal Utility District for its Mokelumne Aqueducts; thence along the general southerly boundary lines of said lands of East Bay Municipal Utility District the following two courses, namely: south 73° 04.7' feet to an East Bay Municipal Utility District monument, and south 89° 54.6' east 2840.60 feet; thence south 22° 34.4' west 38.96 feet to a point distant 36 feet southerly from (measured at a right angle to) the general southerly boundary line of said lands of East Bay Municipality District; thence north 89°

54.6' west, parallel with the general southerly boundary line of said lands of East Bay Municipal Utility District, 2853.10 feet; thence south 76° 47.1' west 327.14 feet; thence north 45° 50.6 west 238.26 feet; thence south 89° 46.1' west 65.83 feet to a point in the westerly boundary line of said Section 26, a distance of 46.01 feet, more or less, to the point of beginning.

Containing 3.89 acres, more or less.

EXCEPTING AND RESERVING to Grantor, it's successors and assigns, from the premises, the following:

Grantors reserve the rights to cross the real property herein granted with streets and utilities as required in the development of subdivisions on grantor's adjacent lands; provided, however, that grantors shall arrange said streets and utilities so as not to interfere with grantee's facilities then installed within said real property, or, in the event that grantor's proposed development of any such streets or utilities should interfere with grantee's facilities, then grantors, with the consent of grantee, will arrange for the relocation or protection of said facilities at grantor's expense.

Grantors further reserve the right to use portion of said real property for parking and landscaping purposes; provided, however, that grantors shall obtain prior written permission from grantee for such parking areas or landscaping installations. Grantee shall not withhold said written permission unless such parking areas or landscaping operations are such types and at such locations as will interfere with grantee's facilities."

## Parcel 2

The parcel of land described in the deed from Central Pacific Railway Company and Southern Pacific Company to Standard Pacific Gas Line Incorporated dated July 17, 1945 and recorded August 7, 1945 in Volume 821 of Official Records at page 27, Contra Costa County Records, and more particularly described as follows:

"A certain piece or parcel of land situate, lying and being in the northwest quarter of the northeast quarter of Section 28, Township 2 North, Range 2 East, M.D.B. & M., described as follows:

BEGINNING at the northwest corner of the northeast quarter of said Section 28; thence Easterly along the north line of said Section, a distance of 150.0 feet; thence Southerly, along a line that is parallel with the west line of the northeast quarter of said Section 28, a distance of 200.0 feet; thence Westerly, along a line that is parallel to the north line of said Section 28, a distance of 150.0 feet to a point in the west line of said northeast quarter of Section 28; thence Northerly along said west line of said northeast quarter, 200.0 feet to the point beginning; containing an area of 0.689 of an acre, or more or less.

EXCEPTING AND RESERVING unto first parties, their successors and assigns, all petroleum, oil, natural gas, and products derived therefrom, within or underlying said land or that may be produced therefrom, and all rights thereto.

PROVIDED, HOWEVER, that the said first parties, their successors or assigns shall not use the surface of said land in the exercise of any of said rights, but shall have the right to enter into and use the sub-surface of said land by lateral or slant drilling and boring for such purposes; provided, further, that in so doing the said first parties, their successors or assigns shall not disturb the surface of said land, or any improvements thereon, or remove or impair the lateral or subjacent support of said land, or any improvements thereon."

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated \_\_\_\_\_, 20\_\_\_\_.

STANDARD PACIFIC GAS LINE  
INCORPORATED, a California corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary Public,  
personally appeared \_\_\_\_\_  
\_\_\_\_\_  
Insert name

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

RECORDING REQUESTED BY, RETURN, AND  
MAIL TAX STATEMENTS TO:

PACIFIC GAS AND ELECTRIC COMPANY  
300 Lakeside Drive, Suite 210  
Oakland, CA 94612  
Attn: Land Rights Library

Location: City of Patterson

Recording Fee \$ \_\_\_\_\_

Document Transfer Tax \$ \_\_\_\_\_

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

\_\_\_\_\_  
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD#

**GRANT DEED**

STANDARD PACIFIC GAS LINE INCORPORATED, a California corporation, for good and valuable consideration, the receipt of which is hereby acknowledged, grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, the real property, situated in the City of Patterson, County of Stanislaus, State of California, and more particularly described as follows:

(APN 021-025-021-000)

The parcel of land described in the deed from the State of California to Standard Pacific Gas Line Incorporated dated February 29, 1969 and recorded i) April 16, 1969 in Volume 2269 of Official Records at page 726, and ii) October 14, 1969 in Volume 2297 of Official Records at page 498, Contra Costa County Records, and more particularly described as follows:

“Those portions of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Five (5) South, Range Seven (7) East, M.D.M., described as follows:

**PARCEL I**

Beginning at a brass cap monument (marked Stanpac Prop. Cor., L.S. 2756) on the Southwesterly line of Parcel A described in the deed to the State of California recorded February 8, 1965, in Book 2010, at page 508, Official Records of Stanislaus County, said point having Coordinates Y=351,236.86 and X=1,803,648.32; said point of beginning is determined by running (1) South 7° 09' 11" East 261.37 feet to a monument marked CA651D, said monument have Coordinates Y=351,665.578 and X=1,803,707.634, (2) South 10° 34' 45" East 672.66 feet to a 3/4

inch iron pipe with brass plug marked CA658, said brass plug having Coordinates Y = 351,004.350 and X = 1,803,831.132, and described in Parcel A in the deed to the State of California and recorded December 11, 1964, in Book 2019, at page 249, Official Records of Stanislaus County, and (3) North 38° 10' 34" West 295.77 feet from the northeast corner of said Section Thirty-four (34), said northeast corner having Coordinates Y=351,924.91 and X= 1,803,675.05 and running THENCE from the point of beginning as so determined along said Southwesterly line North 38° 10' 34" West 80.00 feet to a brass cap monument (marked Stanpac Prop. Cor. L.S. 2756); thence leaving said Southwesterly line South 50° 49' 26" West 19.77 feet to a point herein designated "A"; thence continuing South 51° 49' 26" West 44.88 feet to a brass cap monument (marked Stanpac Prop. Cor. L.S. 2756); thence South 38° 10' 34" East 80.00 feet to a brass cap monument (marked Stanpac Prop. Cor. L.S. 2756); thence North 51° 49' 26" East 64.25 feet to the point of beginning.

Containing an area of 0.12 acre, more or less.

EXCEPTING from said 0.12 acre parcel of land all minerals, oil, gas and other hydrocarbon substances lying below a level plane located 500.00 feet below the lowest point on the surface of said 0.12 acre parcel of land as contained in the deed from Charles Delwyn Elfers and others to State of California dated September 28, 1964 and recorded in the office of said County Recorder in Book 2010 of Official Records at page 508.

## PARCEL II

A perpetual easement and right of way to construct, reconstruct, operate, maintain and use an access and service road over, through, and across the following described parcel of land:

A strip of land having a width of Twelve (12) feet, the centerline of which is described as follows:

Beginning at the point designated "A" in Parcel I above; THENCE from a tangent that bears North 06° 44' 33" East along a curve to the left having a radius of 106.00 feet, through a central angle of 36° 56' 13", an arc distance of 68.34 feet; thence North 30° 11' 40" West 344.20 feet to a point herein designated "B" on the centerline of the aqueduct secondary operating road, from which the centerline Station 2093+19.08 of the California Aqueduct bears North 51° 45' 28" East 93.45 feet, said point being the point of termination of the herein described centerline.

The sidelines of said strip of land shall be shortened or prolonged to begin at their intersection with the Northwest line of above described Parcel I and to terminate at their intersection with the sidelines of said secondary operating road.

The Grantee agrees to use that portion of said operating road within the herein described Parcel II in such a manner as to not interfere with the facilities of the State of California and shall drive only vehicles equipped with rubber tires on any portion of said operating road.

Containing an area of 0.11 acre, more or less

PARCEL III

A perpetual easement and right of way for access purposes over and across the following described parcel of land:

That portion of the aqueduct Secondary Operating Road, sixteen (16) feet in width, lying Westerly of the California Aqueduct, the centerline of which is described as follows:

Beginning at the point of termination of Parcel II described above; THENCE along the centerline of said Secondary Operating Road North 42° 37' 10" West 155 feet, more or less, to the Southerly right of way line of Del Puerto Canyon Road, being the termination of the herein described centerline.

The sidelines of said strip of land shall be prolonged or shortened as to begin at their intersection, with the sidelines of the above described Parcel II, and to terminate at their intersection with the Southeasterly right of way line of Del Puerto Canyon Road.

The Grantee agrees to use said operating road in such a manner as to not interfere with the facilities of the State of California and shall drive only vehicles equipped with rubber tires on any portion of said operating road.

Containing an area of 0.05 acre, more or less"

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated \_\_\_\_\_, 20 \_\_\_\_.

STANDARD PACIFIC GAS LINE  
INCORPORATED, a California corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary Public,  
Insert name  
personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

**Signature of Notary Public**

**CAPACITY CLAIMED BY SIGNER**

- [ ] Individual(s) signing for oneself/themselves
- [ ] Corporate Officer(s) of the above named corporation(s)
- [ ] Trustee(s) of the above named Trust(s)
- [ ] Partner(s) of the above named Partnership(s)
- [ ] Attorney(s)-in-Fact of the above named Principal(s)
- [ ] Other \_\_\_\_\_

EXHIBIT A  
CONVEYANCE DOCUMENTS  
PART II: Assignments of Easements and Rights

RECORDING REQUESTED BY AND  
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
300 Lakeside Drive, Suite 210  
Oakland, CA 94612  
Attn: Land Rights Library

Location: City of Concord, San Pablo, Pittsburg, Martinez, Hercules, Pinole, Antioch

### Document Transfer Tax \$

- [ ] This is a conveyance where the consideration and Value are less than \$100.00 (R&T 11911).
- [ ] Computed on Full Value of Property Conveyed, or
- [ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
- [ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

Signature of declarant or agent determining tax

LD#

## ASSIGNMENT

## Stanpac Gas Pipeline SP3

APN:

354-310-018-8, 354-310-017-0, 354-310-021-2, 354-310-017-0, 354-310-016-2, 368-050-008-3, 368-050-007-5, 354-310-021-2, 362-010-012-7, 368-010-011-6, 368-020-005-6, 368-010-011-6, 372-140-001-2, 372-140-001-2, 370-150-006-2, 358-020-017-2, 358-020-017-2, 358-030-034-5, 358-030-034-5, 358-030-034-5, 358-060-001-7, 358-070-002-3, 358-354-300-007-3, 411-281-004-1, 411-281-014-0, 411-271-025-8, 411-230-005-0, 411-230-005-0, 411-281-023-1, 411-281-008-2, 411-281-023-1, 411-361-061-4, 411-361-061-4, 416-120-028-4, 416-230-041-4, 416-230-044-8, 416-220-086-1, 416-220-086-1, 416-220-086-1, 416-160-056-6, 416-160-053-3, 416-160-038-4, 416-160-039-2, 416-160-053-3, 416-140-033-0, 416-140-031-4, 416-140-021-5, 414-300-005-9, 414-300-005-9, 414-310-007-3, 414-350-018-1, 414-292-001-8, 414-292-010-9, 414-292-011-7, 405-305-002-9, 405-305-002-9, 405-305-002-9, 405-305-002-9, 405-305-002-9, 405-290-064-6, 405-290-062-0, 405-290-061-2, 405-290-065-3, 405-290-059-6, 405-290-066-1, 426-070-021-8, 405-290-064-6, 405-290-062-0, 405-290-061-2, 405-290-065-3, 405-290-059-6, 405-290-066-1, 426-070-021-8, 405-290-064-6, 405-290-062-0, 405-290-061-2, 405-290-065-3, 405-290-059-6, 405-290-066-1, 426-070-021-8, 405-290-064-6, 405-290-062-0, 405-290-061-2, 405-290-065-3, 405-290-059-6, 405-290-066-1, 426-070-021-8, 426-080-030-7, 426-080-039-8, 426-080-041-4, 426-080-031-5, 426-080-032-3, 426-080-036-4, 426-080-035-6, 426-080-033-1, 426-391-010-3, 426-391-009-5, 426-391-007-9, 426-391-011-1, 426-391-012-9, 426-391-004-6, 426-391-014-5, 426-391-013-7, 426-391-011-1, 426-391-012-9, 426-391-004-6, 426-391-014-5, 426-391-013-7, 430-310-022-8, 430-310-005-3, 430-310-006-1, 430-310-007-9, 430-310-008-7, 430-310-020-2, 430-320-007-7, 430-310-008-7, 430-310-007-9, 430-310-006-1, 430-310-005-3, 430-310-022-8, 401-273-028-1, 401-273-029-9, 401-273-030-7, 401-273-034-9, 401-273-035-6, 401-273-036-4, 401-441-001-5, 401-441-032-0, 401-382-016-4, 401-461-008-5, 401-461-010-1, 401-461-066-3, 401-461-053-1, 401-450-043-5, 401-450-046-8, 401-470-025-8, 401-410-010-3, 430-320-007-7, 401-273-036-4, 401-441-032-0, 430-310-022-8, 401-441-001-5, 401-441-032-0, 401-273-028-1, 401-273-029-9, 401-273-030-7, 401-273-034-9, 401-273-035-6, 401-461-066-3, 401-461-053-1, 401-450-043-5, 401-470-025-8, 401-410-010-3, 401-253-034-3, 401-253-029-3, 407-020-031-8, 407-020-034-2, 407-062-011-9, 407-054-010-1, 407-054-011-9, 407-054-025-9, 407-054-026-7, 407-054-027-5, 407-062-011-9, 407-054-010-1, 407-054-011-9, 407-054-025-9, 407-054-026-7, 407-054-027-5, 407-044-012-0, 407-044-019-5, 407-044-020-3, 407-044-021-1, 407-044-022-9, 407-030-008-4, 407-030-009-2, 407-030-010-0, 407-030-016-7, 407-030-017-5, 407-030-018-3, 407-030-019-1, 406-140-016-6, 406-140-012-5, 406-140-018-2, 406-150-012-2, 406-150-015-5, 406-550-096-1, 406-540-061-8, 407-030-017-5, 407-030-018-3,

407-030-019-1407-020-031-8, 407-020-034-2, 407-010-009-6, 407-020-031-8, 407-020-034-2, 407-010-009-6, 406-310-062-4, 406-180-001-9, 406-180-001-9, 362-010-012-7, 358-320-001-3, 358-020-017-2, 358-030-034-5, 358-060-001-7, 358-070-002-3, 358-070-001-5, 358-070-008-0, 354-300-003-2, 354-300-007-3, 354-310-018-8, 354-310-017-0, 354-310-021-2, 354-310-016-2, 368-050-008-3, 368-050-007-5, 368-030-005-4, 368-060-005-7, 368-020-005-6, 375-090-012-2, 380-052-003-7, 380-042-016-2, 380-260-004-3, 380-043-006-2, 380-04C-008, 380-030-046-3, 159-240-002-0, 159-140-048-4, 159-140-042-7, 159-140-057-5, 159-13C-012, 100-370-002-6, 111-010-025-0, 099-160-031-3, 099-140-012-8, 099-130-006-2, 091-030-012-8, 098-230-050, 709-715-001-0, 093-113-041-3, 093-100-006-1, 093-160-026-6, 093-170-009-0, 093-170-077-7, 093-170-006-6, 093-170-044-7, 093-170-043-9, 087-064-020-8, 087-064-019-0, 088-121-032-2, 088-121-031-4, 088-121-008-2, 088-300-019-2, 088-300-018-4, 088-300-002-8, 708-830-253-9, 088-300-009-3, 088-131-009-8, 088-161-011-7, 088-604-009-6, 088-604-008-8, 088-604-001-3, 088-601-044-6, 088-322-001-4, 088-321-005-6, 088-321-004-9, 088-321-003-1, 088-321-002-3, 088-321-001-5, 088-342-001-0, 088-342-002-8, 088-342-026-7, 088-342-025-9, 088-342-005-1, 088-342-006-9, 088-342-007-7, 088-342-008-5, 088-342-009-3, 088-342-010-1, 088-342-011-9, 088-342-012-7, 088-342-013-5, 088-342-014-3, 088-342-015-0, 088-342-016-8, 088-342-017-6, 088-352-012-4, 088-352-011-6, 088-352-010-8, 088-382-012-8, 088-371-025-3, 074-080-005-7, 074-080-008-1, 074-241 001-2, 074-261-039-7, 074-261-040-5, 074-26C-014, 074-480-001-2, 074-480-002-0, 074-480-004-6, 076-010-007-3, 076-031-002-9, 093-113-041-3, 093-100-006-1, 093-160-026-6, 093-170-009-0, 093-170-077-7, 093-170-006-6, 093-170-044-7, 093-170-043-9, 087-064-020-8, 370-150-006-2, 370-150-005-4, 372-163-024-6, 370-160-007-8, 370-230-002-5, 375-090-005-6

## ASSIGNMENT OF EASEMENTS AND RIGHTS

By

STANDARD PACIFIC GAS LINE INCORPORATED, a California corporation,  
as Assignor

to

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,  
as Assignee

## ASSIGNMENT OF EASEMENTS AND RIGHTS

STANDARD PACIFIC GAS LINE INCORPORATED, a California corporation (“Assignor”), hereby assigns to PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation (“Assignee”), all of Assignor’s right, title and interest in and to those certain easements and rights assigned, reserved, granted and acquired by Assignor in the instruments set forth in Exhibit A attached hereto and made a part hereof, situated in the City of Concord, San Pablo, Pittsburg, Hercules, Pinole, Martinez, and Antioch, County of Contra Costa, State of California.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

The California Public Utilities Commission, in Decision No. \_\_\_\_\_, has approved this Assignment under Public Utilities Code Section 851.

Dated \_\_\_\_\_, 20 \_\_\_\_.

“Assignor”

STANDARD PACIFIC GAS LINE  
INCORPORATED, a California corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

“Assignee”

PACIFIC GAS AND ELECTRIC  
COMPANY, a California corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary  
Public, \_\_\_\_\_  
personally appeared \_\_\_\_\_

Insert name

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

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State of California

County of \_\_\_\_\_)

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary  
Public, \_\_\_\_\_  
personally appeared \_\_\_\_\_

Insert name

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

**Schedule A****Easements and Rights**

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
1	2401-05-0672	January 3, 1996	Easement Reservation (existing pipe lines and appurtenances)	May 29, 1996	1996	99763	Standard Pacific Gas Line Incorporated	Contra Costa County Flood Control and Water Conservation District
2	2401-05-0069	April 25, 1939	Easement Reservation (existing pipe lines)	June 23, 1939	482	464	Standard Pacific Gas Line Incorporated	County of Contra Costa
3	2401-05-0528	July 15, 1970	Easement	March 22, 1971	6342	574	Rita Duarte	Standard Pacific Gas Line Incorporated
4	2401-05-0669	November 30, 1995	Easement	December 19, 1995	Doc # 1995-219415		Phillip W Green and Phyllis Green	Standard Pacific Gas Line Incorporated
5	2401-04-1101	July 14, 1966	Relocation Agreement for portion of LD# 2401-05-0404	January 12, 1967	5283	358	Unity Landmark Missionary Baptist Church Incorporated	Standard Pacific Gas Line Incorporated
5(a)	2401-05-0404	March 22, 1943	Easement Modification Agreement for a portion of LD# 2401-05-0404	May 7, 1943	737	315	Beatrice Regello	Standard Pacific Gas Line Incorporated
5(b)	2401-05-0404	March 19, 1930	Easement	March 24, 1930	226	179	Beatrice Regello	Federal Engineering Company
6	2401-05-0587	January 9, 1978	Easement	February 14, 1978	8708	742	City of San Pablo	Standard Pacific Gas Line Incorporated
7	2401-04-1082	September 16, 1966	Easement Relocation Agreement for portion LD# 2402-04-0461	September 21, 1966	5208	148	Erickson Investment Company	Standard Pacific Gas Line Incorporated

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
7(a)	2402-04-0461	January 31, 1930	Easement	February 28, 1930	227	100	Hercules Water Company	Federal Engineering Company
8	2401-04-1081	July 5, 1966	Easement	November 7, 1966	5240	439	PG&E	Standard Pacific Gas Line Incorporated
9	2401-04-1346	January 3, 1978	Easement	February 14, 1978	8708	751	Redevelopment Agency of the City of San Pablo	Standard Pacific Gas Line Incorporated
10	2401-04-0285	January 29, 1930	Easement	February 6, 1930	223	199	O. H. Sodern and Elfreda Sodern	Federal Engineering Company
11	2401-04-0283	January 29, 1930	Easement	February 6, 1930	207	431	The Richmond Company and O.H. Sodern and Elfreda Sodern	Federal Engineering Company
12	2402-04-0514	July 15, 1960	Joint Use Agreement for portion of LD#2402-04-0511	September 7, 1960	3698	106	Standard Pacific Gas Line Incorporated	City of San Pablo
12(a)	2402-04-0511	March 21, 1930	Easement	March 28, 1930	212	426	Frederick J. Wood	Federal Engineering Company
13	2402-04-0504	February 5, 1930	Easement	February 28, 1930	227	97	Fred J. Wood and Anna B. Wood	Federal Engineering Company
14	2402-04-0508	October 30, 1958	Agreement Easement for venit pipes subparagraph (b)	December 22, 1958	3286	469	Standard Pacific Gas Line Incorporated	A.T. Wanlass and Erma E. Wanless, Jack D. Kilcrease and Irene Kilcrease
15	2401-04-0430	April 15, 1960	Easement	August 12, 1960	3681	77	San Pablo Investment Group	Standard Pacific Gas Line Incorporated
16	2401-04-1334	November 21, 1977	Easement	February 17, 1978	8714	38	City of San Pablo	Standard Pacific Gas Line Incorporated

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
17	2402-04-0022	November 4, 1965	Joint Use Agreement for portion of LD# 2402-04-0801 & 2402-04-0514	January 28, 1966	5046	575	Standard Pacific Gas Line Incorporated	Contra Costa Junior College District of Contra Costa County
17(a)	2402-04-0801	March 14, 1955	Easement Reservation (existing pipe lines and appurtenances)	May 26, 1955	2540	304	Standard Pacific Gas Line Incorporated	Contra Costa Junior College District of Contra Costa County
18	2402-04-0818	August 9, 1963	Easement	August 29, 1963	4440	670	Wunderlich Development Company	Standard Pacific Gas Line Incorporated
19	2402-04-1167	May 1, 1980	Easement Relocation Agreement for portion of LD# 2402-04-1020 & 2402-04-1015	Unrecorded	N/A	N/A	Chevron Land and Development Company	Standard Pacific Gas Line Incorporated
19(a)	2402-04-1020	January 17, 1975	Easement Relocation Agreement for portion of LD# 2402-04-1015	Unrecorded	N/A	N/A	Chevron Land and Development Company	Standard Pacific Gas Line Incorporated
19(b)	2402-04-1015	May 13, 1974	Easement Relocation Agreement for portion of LD# 2402-04-0465 & 2402-04-0470	Unrecorded	N/A	N/A	Chevron Land and Development Company	Standard Pacific Gas Line Incorporated
19(c)	2402-04-0465	March 20, 1957	Easement Relocation Agreement for portion of LD# 2402-04-0470	November 4, 1957	3069	8	Standard Pacific Gas Line Incorporated	Standard Pacific Gas Line Incorporated
19(d)	2402-04-0470	March 19, 1931	Easement	June 22, 1932	307	233	Standard Oil Company of California	Standard Pacific Gas Line Incorporated
20	2402-04-0482	August 6, 1962	Easement	August 8, 1962	4177	220	Standard Oil Company of California	Standard Pacific Gas Line Incorporated

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
21	2402-04-1434	July 7, 1987	Easement	September 1, 1987	13874	15	Chevron Land and Development Company	Standard Pacific Gas Line Incorporated
22	2402-04-1435	July 7, 1987	Easement	September 1, 1987	13874	9	Sepulveda Properties, Inc.	Standard Pacific Gas Line Incorporated
23	2402-04-1436	September 8, 1987	Easement	October 7, 1987	13947	312	HSB Venture, Brenda Ballew, William G. Pearlman, Lynn Susman, Benjamin L. Susman, Miriam J. Susman, RSB Ltd.	Standard Pacific Gas Line Incorporated
24	2402-04-1205	March 11, 1982	Easement	March 29, 1982	10725	635	Chevron Land and Development Company	Standard Pacific Gas Line Incorporated
25	2402-04-0496	April 17, 1931	Easement Modification Agreement for a portion of LD# 2401-05-0497	May 5, 1931	257	488	Jose Vassallo	Federal Engineering Company
25(a)	2402-04-0497	February 21, 1930	Easement	February 28, 1930	227	94	Jose Vassallo	Federal Engineering Company
26	2402-04-0517	July 18, 1930	Easement Modification Agreement for portion of LD# 2402-04-0516	August 29, 1930	237	397	Carl A and Augusta Johnson	Federal Engineering Company
26(a)	2402-04-0516	December 24, 1929	Easement	January 3, 1930	207	292	Carl A and Augusta Johnson	Federal Engineering Company
27	2402-04-0459	June 18, 1930	Easement Modification Agreement for portion of LD# 2402-04-0459 Book 224, Page 389	July 5, 1939	226	389	Kate Montre	Federal Engineering Company

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
27(a)	2402-04-0459	January 2, 1930	Easement	January 24, 1930	224	66	Kate Montre	Federal Engineering Company
28	2402-04-1155	April 22, 1980	Easement (1/2 interest)	May 21, 1980	9859	580	Paul C. Petersen	Standard Pacific Gas Line Incorporated
28(a)	2402-04-1155	April 28, 1980	Easement (1/2 interest)	May 21, 1980	9859	574	Wells Fargo Bank, N. A. and Lawrence E. Furey	Standard Pacific Gas Line Incorporated
29	2402-04-0492	December 23, 1929	Easement	January 24, 1930	223	144	Jovita Fitzgerald	Federal Engineering Company
30	2402-04-1033	April 18, 1980	Easement	May 21, 1980	9859	569	Commerce Development Associates	Standard Pacific Gas Line Incorporated
31	2402-04-1034	May 19, 1980	Easement	May 21, 1980	9859	585	Jovita E. Fitzgerald and Harriet F. Wahlander	Standard Pacific Gas Line Incorporated
32	2402-04-1453	March 31, 1988	Easement	June 2, 1988	14370	17	Exxon Corporation	Standard Pacific Gas Line Incorporated
33	2402-04-0455	May 8, 1964	Joint Use Agreement for a portion of LD# 2402-04-0489, 2402-04-0454, 2402-04-0458)	June 22, 1964	4643	390	State of California	Standard Pacific Gas Line Incorporated
33(a)	2402-04-0489	January 17, 1930	Easement	January 29, 1930	223	165	Antone S. Rose and Flora S. Rose	Federal Engineering Company

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
34	2402-04-0484	September 28, 1956	Easement	October 26, 1956	2870	413	Theodore G. Robinson and Barbara Robinson, Herbert Albright and Marion Albright, R. Paul Husted and Madeline S. Husted	Standard Pacific Gas Line Incorporated
35	2402-04-0491	July 5, 1957	Easement	Unrecorded	N/A	N/A	Antone A and Manuel E Rose	Standard Pacific Gas Line Incorporated
36	2402-04-1453	March 31, 1988	Easement	June 2, 1988	4370	17	Exxon Corporation	Standard Pacific Gas Line Incorporated
37	2402-04-1290	March 27, 1985	Easement	April 11, 1985	12267	2	Miller-Sorg, Inc.	Standard Pacific Gas Line Incorporated
38	2402-04-0487	January 8, 1930	Easement (partially quitclaimed by LD# 2402-04-1289)	February 6, 1930	227	43	Rose Pfister, Joseph J. Pfister, Augusta P. Harper, John M. Pfister and Ermina Nudd	Federal Engineering Company
39	2402-04-0483	October 11, 1956	Easement	December 19, 1956	2901	510	Louis A. DeLaBriandais, Lucien A. DeLaBriandais, Rene E. DeLaBriandais	Standard Pacific Gas Line Incorporated
39	2402-04-0485	February 14, 1930	Easement	March 5, 1930	226	120	Joe Silva, Annie Garcia Silva, and others	Federal Engineering Company
40	2402-04-0486	April 29, 1930	Easement	May 6, 1930	228	249	John A. Dalessi	Federal Engineering Company

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
41	2402-04-1414	June 9, 1987	Easement	September 25, 1987	13928	332	Mosher Associates	Standard Pacific Gas Line Incorporated & Pacific Gas and Electric Company
42	2402-04-0500	February 24, 1930	Easement	February 28, 1930	227	90	Henry H. Ellerhorst, Frances L. Ellerhorst and others	Federal Engineering Company
43	2402-04-0503	May 7, 1958	Easement	June 16, 1958	3178	186	Patrick J. Fahey and Martha A. Fahey	Standard Pacific Gas Line Incorporated
44	2402-04-1218	June 21, 1982	Relocation Agreement for LD# 2402-04-0887	July 12, 1982	10848	727	Sunset Building and Supply Company	Standard Pacific Gas Line Incorporated
44(a)	2402-04-0887	March 17, 1967	Easement	March 30, 1967	5336	111	State of California	Standard Pacific Gas Line Incorporated
45	2402-04-1078	April 18, 1977	Easement	May 10, 1977	8324	441	Hercules Incorporated	Standard Pacific Gas Line Incorporated
46	2402-04-0454	January 30, 1930	Easement (partially quitclaimed by LD# 2402-04-1255 & 2402-04-1109)	February 28, 1930	237	11	Hercules Powder Company	Federal Engineering Company
47	2402-04-1191	August 4, 1981	Easement	August 12, 1981	10447	747	Sunset Building and Supply Company	Standard Pacific Gas Line Incorporated
48	2402-04-1175	October 10, 1980	Easement	May 6, 1981	10312	814	Sycamore Place (John Givrogi, Linda Givrogi, Pedro Jimenez and others)	Standard Pacific Gas Line Incorporated

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
49	2402-04-1070	June 21, 1976	Easement	September 21, 1976	8023	380	City of Hercules	Standard Pacific Gas Line Incorporated
50	2402-04-1063	June 2, 1976	Easement	June 22, 1976	0	955	Centex Homes of California, Inc.	Standard Pacific Gas Line Incorporated
51	2402-04-1659	September 20, 2016	Easement Modification Agreement for LD# 2402-04-1507	April 13, 2017	2017	0064553	City of Hercules	Standard Pacific Gas Line Incorporation
51(a)	2402-04-1507	March 26, 1991	Easement	April 11, 1991	1991	64974	City of Hercules	Standard Pacific Gas Line Incorporation
52	2402-04-1382	March 19, 1986	Joint Use Agreement for LD# 2402-04-0513 & 2402-04-0453	January 5, 1987	13369	341	State of California	Standard Pacific Gas Line Incorporated
52(a)	2402-04-0513	February 11, 1930	Easement (partially quitclaimed by 2402-04-1301)	February 28, 1930	237	2	S.S. Claeys and Henrietta Claeys	Federal Engineering Company
52(b)	2402-04-0453	April 4, 1930	Easement (partially quitclaimed by 2402-04-1301)	April 2, 1930	227	197	Tormey Estate Company	Federal Engineering Company
53	2402-02-0212	February 26, 1930	Easement Agreement	February 28, 1930	223	274	Thomas B. Fernandez, Otilie R. Fernandez and others	Federal Engineering Company
54	2402-03-0697	June 10, 1990	Easement	July 18, 1991	16742	659	John V. Hook, Maxine E. Hagar and others	Standard Pacific Gas Line Incorporated
55	2402-03-0249	February 26, 1930	Easement	February 28, 1930	826	104	Thos. R. Hanna and Wanda Muir Hanna	Federal Engineering Company

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
56	2402-03-0698	June 10, 1991	Easement Modification Agreement for portion of LD# 2304-03-0234	July 18, 1991	16742	672	John V. Hook, Maxine E. Hagar and others	Standard Pacific Gas Line Incorporated
56(a)	2402-03-0459	April 23, 1968	Consent to Common Use Agreement for LD# 2402-03-0234	June 5, 1968	5639	83	Standard Pacific Gas Line Incorporated	State of California
56(b)	2402-03-0235	April 11, 1956	Joint Use Agreement for portion LD# 2304-03-0234	June 25, 1956	2794	464	County of Contra Costa	Standard Pacific Gas Line Incorporated
56(c)	2304-03-0234	February 13, 1930	Easement partially quitclaimed by LD# 2402-03-0711	March 3, 1930	227	108	Port Costa Development Co.	Federal Engineering Company
57	2402-03-0695	November 9, 1990	Easement	December 28, 1990	16324	339	California and Hawaiian Sugar Refining Company	Standard Pacific Gas Line Incorporated
58	2402-03-0699	June 19, 1991	Easement	July 18, 1991	16742	680	Brenkle Enterprises, Inc.	Standard Pacific Gas Line Incorporated
59	2402-03-0240	February 18, 1930	Easement	February 21, 1930	226	84	Joseph Brenkle	Federal Engineering Company
60	2402-03-0230	August 18, 1941	Easement	September 3, 1941	615	499	Laura F. Wolcott	Standard Pacific Gas Line Incorporated
61	2402-03-0229	January 14, 1930	Easement	January 24, 1930	208	382	Charles B. Frazer, Mable E. Frazer, Julian M. Frazer and Eleanora J. Frazer	Federal Engineering Company
62	2402-03-0231	August 25, 1941	Easement (partially quitclaimed by LD# 2402-03-0711)	September 3, 1941	602	188	G. W. McNear, Inc.	Standard Pacific Gas Line Incorporated

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
63	2402-03-0228	February 6, 1930	Easement	February 21, 1930	227	78	Lawrence Zuppan, Marie Zuppan, Lorene Zuppan and Mary Zuppan	Federal Engineering Company
64	2402-03-0014	November 21, 1977	Consent to Common Use Agreement for LD# 2402-03-0237	Unrecorded	N/A	N/A	Standard Pacific Gas Line Incorporated	County of Contra Costa
64(a)	2402-03-0237	March 11, 1930	Easement	March 12, 1930	226	140	A.F. Silva and Lenora Silva	Federal Engineering Company
65	2402-03-0570	August 6, 1975	Easement	August 15, 2017	7593	125	Ramona M. Schumann and Faye M. Perry	Standard Pacific Gas Line Incorporated
66	2402-03-0560	March 7, 1930	Easement	March 12, 1930	227	135	Louis Brackman and Nellie Brackman	Federal Engineering Company
67	2402-03-0569	August 15, 1975	Easement	August 28, 1975	7605	842	Jona Goldrich, Doretta Goldrich, Louis R. Slanger and Ruth Slanger	Standard Pacific Gas Line Incorporated
68	2402-02-0984	April 9, 1930	Easement	April 14, 1930	237	81	O. K. Smith and R. H. Wight	Federal Engineering Company
69	2402-02-0522	March 26, 1930	Easement	April 4, 1930	237	70	Hertha Anderson, Joseph E. Anderson	Federal Engineering Company
70	2402-02-0521	March 12, 1930	Easement	March 24, 1930	226	181	H.V. Alvarado, Ann V. Alvarado, John E. Bouquet, Alice T. Bouquet, F.A. Cascioni, Dora Cascioni	Federal Engineering Company

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
71	2402-02-0514	December 31, 1929	Easement	January 3, 1930	227	9	G. Nardi (Giovanni Nardi) and Maria Nardi	Federal Engineering Company
72	2402-02-2034	May 12, 1988	Easement	June 6, 1988	14375	294	Industrial Tank, Inc.	Standard Pacific Gas Line Incorporated
73	2402-02-0515	November 27, 2029	Easement	January 24, 1930	227	13	Michael Henry Kane	Federal Engineering Company
74	2402-02-0516	August 8, 1941	Easement	August 25, 1941	594	187	Peter Kane, James J. Kane and Tillie Fanning	Standard Pacific Gas Line Incorporated
75	2402-02-0469	April 1, 1964	Joint Use Agreement for LD# 2402-02-0470	June 10, 1964	4635	206	State of California	Standard Pacific Gas Line Incorporated
75(a)	2402-02-0470	February 15, 1930	Easement	February 18, 1930	207	469	Giuseppe De Martini and John P. De Martini, Maria De Martini, and Paul De Martini and Mary De Martini	Federal Engineering Company
76	2402-02-0538	February 2, 1961	Easement	May 1, 1961	3857	162	State of California	Standard Pacific Gas Line Incorporated
77	2402-02-0472	August 25, 1960	License	N/A	N/A	N/A	United States Department of Interior, Bureau of Reclamation	Standard Pacific Gas Line Incorporated
78	2402-02-2120	June 8, 1990	Easement	July 5, 1990	15966	794	Acme Fill Corporation	Standard Pacific Gas Line Incorporated
79	2402-02-0501	February 15, 1930	Easement	February 18, 1930	223	236	Paul De Martini and Mary De Martini	Federal Engineering Company

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
80	2102-01-0655	September 9, 1964	Consent to Common Use Agreement for LD# 2402-01-0359	October 22, 1964	4728	668	Standard Pacific Gas Line Incorporated	City of Antioch
80(a)	2102-01-0694	May 23, 1967	Consent to Common Use Agreement for LD# 2402-01-0359	July 27, 1967	5419	307	Standard Pacific Gas Line Incorporated	City of Pittsburg
80(b)	2102-01-0686	March 29, 1967	Consent to Common Use Agreement for LD# 2402-01-0359	May 3, 1967	5360	238	Standard Pacific Gas Line Incorporated	City of Pittsburg
80(c)	2402-02-1133	October 28, 1968	Consent to Common Use Agreement for LD# 2402-01-0359	Unrecorded	N/A	N/A	Standard Pacific Gas Line Incorporated	Central Contra Costa Sanitary District
80(d)	2402-02-1090	April 3, 1968	Consent to Common Use Agreement for LD# 2402-01-0359	Unrecorded	N/A	N/A	Standard Pacific Gas Line Incorporated	Getty Oil Company
80(e)	2102-01-0915	October 20, 1972	Consent to Common Use Agreement for LD# 2402-01-0359	Unrecorded	N/A	N/A	Standard Pacific Gas Line Incorporated	Contra Costa Junior College District
80(f)	2102-01-1064	May 7, 1975	Consent to Common Use Agreement for LD# 2402-01-0359	Unrecorded	N/A	N/A	Standard Pacific Gas Line Incorporated	Contra Costa Junior College District
80(g)	2102-01-0810	September 15, 1969	Consent to Common Use Agreement for LD# 2402-01-0359	October 24, 1969	5990	155	Standard Pacific Gas Line Incorporated	City of Antioch
80(h)	2102-01-1002	May 28, 1974	Consent to Common Use Agreement for LD# 2402-01-0359	July 2, 1974	7265	955	Standard Pacific Gas Line Incorporated	City of Antioch

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
80(i)	2402-01-0972	September 15, 1982	Consent to Common Use Agreement LD# 2402-01-0359	January 17, 1983	11086	584	City of Pittsburg	Standard Pacific Gas Line Incorporated
80(j)	2402-01-0359	February 6, 1930	Easement	February 15, 1930	207	457	C. A. Hooper & Company	Federal Engineering Company
81	2402-02-2109	April 5, 1990	Easement	May 8, 1990	15842	466	Central Contra Costa Sanitary District	Standard Pacific Gas Line Incorporated
82	2402-02-1929	August 5, 1986	Easement Reservations for areas designated 1-7	August 20, 1986	1307	501	Standard Pacific Gas Line Incorporated	Albert D. Seeno Construction, State Development Company
83	2402-01-0773	January 22, 1974	Easement Reservation (existing pipe line)	April 19, 1974	7197	236	Standard Pacific Gas Line Incorporated	State of California
84	2402-01-0355	February 6, 1930	Easement	February 15, 1930	223	226	California Water Service Company	Federal Engineering Company
85	2402-02-2195	August 29, 1991	Easement	September 16, 1991	16189	869	Albert D. Seeno Construction Company and North State Development Company	Standard Pacific Gas Line Incorporated & PG&E
86	2402-01-0356	February 14, 1930	Easement	February 28, 1930	223	226	James Alfred Jory and Lilla L. Jory	Federal Engineering Company
87	2402-01-0353	January 22, 1930	Easement	February 6, 1930	207	436	John Ginochio, Louis Ginochio, Peter Ginochio, Angelina Ginochio, Eda Ginochio and Edith M. Ginochio	Federal Engineering Company

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
88	2402-01-0348	January 24, 1930	Easement	February 6, 1930	227	47	Manuel Duarte Jr. and Mary E. Duarte	Federal Engineering Company
89	2402-01-1129	October 6, 1995	Relocation Agreement for LD# 2402-01-0350	October 16, 1995	1995	178832	PG&E	Standard Pacific Gas Incorporated
89(a)	2402-01-1128	August 22, 1995	Relocation Agreement for LD# 2402-01-0350	October 16, 1995	1995	178833	United Sportsman, Inc.	Standard Pacific Gas Incorporated
89(b)	2402-01-0350	January 24, 1930	Easement	February 6, 1930	226	55	Manuel Perry and Emilia E. Perry	Federal Engineering Company
90	2402-01-0847	January 13, 1976	Consent to Common Use Agreement for LD# 2402-01-0320	Unrecorded	N/A	N/A	Standard Pacific Gas Line Incorporated	State of California
90(a)	2402-01-0320	January 24, 1930	Easement	February 6, 1930	227	49	Mitchaelis Neustaedter, Annie Neustaedter, Sadie Neustaedter, Jeanette Neustaedter	Federal Engineering Company
91	2402-01-0780	April 8, 1974	Easement	May 5, 1975	7496	675	Wells Fargo Bank, Henrietta Neustaedter Kasch	Standard Pacific Gas Line Incorporated
92	2402-01-0892	September 14, 1977	Easement	October 3, 1977	8533	73	State of California	Standard Pacific Gas Line Incorporated
93	2402-01-0321	August 17, 1930	Easement	August 29, 1930	245	6	Maria G. Avila	Federal Engineering Company
94	2402-01-0323	January 24, 1930	Easement	February 6, 1930	223	206	Maria G. Avila, Antone P. Enes and Clementine Enes	Federal Engineering Company

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
95	2402-01-0330	October 20, 1949	Easement (partially quitclaimed by LD# 2402-01-0936, 2402-01-0937 & 2402-01-0935)	November 9, 1949	1459	364	George W. Andrews and Carolyn D. Andrews	Standard Pacific Gas Line Incorporated
96	2402-01-0848	February 25, 1976	Joint Use Agreement for LD# 2402-01-0328, 2402-01-0321, 2402-01-0320, 2401-01-0330	April 6, 1976	7815	833	State of California	Standard Pacific Gas Line Incorporated
97	2402-01-0328	January 25, 1930	Easement	February 6, 1930	223	201	George W. Andrews and Charlotte A. Andrews	Federal Engineering Company
98	2402-01-0916	March 20, 1979	Easement	April 11, 1979	9304	164	Bruce W. Farley and Donna G. Farley	Standard Pacific Incorporated
99	2402-01-0915	March 20, 1979	Easement	April 11, 1979	9304	169	Charlie Ermel and Frances Mae Walker	Standard Pacific Incorporated
100	2402-01-0917	April 3, 1979	Easement	May 21, 1979	9362	126	Ernest L. Goble and Thelma W. Goble, Bronislaw Atraz and Helen Atraz	Standard Pacific Incorporated
101	2402-01-0351	December 24, 1929	Easement	January 3, 1930	226	10	A. J. Alves and Virginia Alves	Federal Engineering Company
102	2402-01-0863	October 7, 1976	License	N/A	N/A	N/A	United States of America	Standard Pacific Gas Incorporated
103	2402-01-0797	November 20, 1978	Consent to Common Use Agreement for LD# 2402-01-0897	October 4, 1979	9562	532	County of Contra Costa	Standard Pacific Gas Line Incorporated

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
103(a)	2402-01-0897	November 30, 1977	Easement Reservation (existing pipe lines)	December 14, 1977	8629	324	Standard Pacific Gas Line Incorporated	Francis Hopper Dorothy Hopper
104	2402-01-0325	April 18, 1930	Easement Modification for a portion of LD# 2402-01-0324	June 6, 1930	227	300	Clara C. Rodgers, Henry B. Pramberg and others	Federal Engineering Company
104(a)	2402-01-0324	January 30, 1930	Easement	February 23, 1930	237	4	Henry B. Pramberg, Amelia Pramberg and others,	Federal Engineering Company
105	2402-01-0973	March 25, 1983	Consent to Common Use Agreement for LD# 2402-01-0310, 2402-01-0311, 2402-01-0340, 2402-01-0341	July 2, 1985	12389	385	The Housing Authority of the County of Contra Costa	Standard Pacific Gas Line Incorporated
105(a)	2402-01-0652	August 7, 1967	Consent to Common Use Agreement for LD# 2402-01-0337, 2402-01-0311, 2402-01-0340	October 18, 1967	5476	440	The Housing Authority of the County of Contra Costa	Standard Pacific Gas Line Incorporated
105(b)	2402-01-0340	April 19, 1930	Easement Modification for portion of LD# 2402-01-0341	May 21, 1930	226	278	E. H. Ward and Mattie A. Ward, S. A. Sellers	Federal Engineering Company
105(c)	2402-01-0341	December 24, 1929	Easement	January 3, 1930	226	6	E. H. Ward and Mattie A. Ward, S. A. Sellers	Federal Engineering Company
105(d)	2402-01-0311	May 16, 1930	Easement Modification for portion of LD# 2402-01-0310	May 29, 1930	226	293	Eugene Young and Myrtle Young	Federal Engineering Company
106	2402-01-0310	December 26, 1929	Easement	January 3, 1930	226	1	Eugene Young and Myrtle Young	Federal Engineering Company

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
107	2402-01-0337	January 9, 1930	Easement	January 24, 1930	207	384	Milton Bean and Minnie Bean	Federal Engineering Company
108	2402-01-0338	December 24, 1929	Easement	January 3, 1930	207	294	George W. Lee	Federal Engineering Company
109	2402-01-0343	November 27, 1946	Easement Modification Agreement for LD# 2402-01-0345 assigned by LD# 2402-01-0017 to PG&E	January 3, 1947	985	243	E.B. McFarland	Standard Pacific Gas Line Incorporated
110	2402-01-0783	August 15, 1974	Consent to Common Use Agreement LD# 2402-01-0359 & 2402-01-0317	October 28, 1974	7354	390	City of Pittsburg	Standard Pacific Gas Line Incorporated
111	2402-01-0899	June 19, 1974	Consent to Common Use Agreement LD# 2402-01-0317	Unrecorded	N/A	N/A	State of California	Standard Pacific Gas Line Incorporated
112	2402-01-0318	December 16, 1949	Joint Use Agreement for 2402-01-0317 assigned by LD 2402-01-0017 to PG&E	January 23, 1950	1495	26	State of California	Standard Pacific Gas Line Incorporated
113	2402-01-0864	October 15, 1976	Easement	November 19, 1976	8099	219	Theodore P Shield	Standard Pacific Gas Line Incorporated
114	2102-01-0295	August 23, 1954	Joint Use Agreement for portion of LD# 2402-01-0294	October 19, 1954	2402	206	County of Contra Costa	Standard Pacific Gas Line Incorporated
114(a)	2102-01-01-0706	February 14, 1968	Consent to Common Use Agreement for portion LD# 2102-01-0294	March 19, 1968	5583	38	City of Pittsburg	Standard Pacific Gas Line Incorporated

Doc #	Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
114(b)	2102-01-0294	January 21, 1930	Easement	February 6, 1930	226	47	Southport Land Commercial Company	Federal Engineering Company
115	2102-01-0296	December 14, 1950	Easement Modification to LD 2102-01-0296 Liber 1518 Page 332	January 31, 1951	1710	387	Southport Land Commercial Company	Standard Pacific Gas Line Incorporated
115(a)	2102-01-0296	February 20, 1950	Easement Modification to LD# 2102-01-0294	March 7, 1950	1518	332	Southport Land Commercial Company	Standard Pacific Gas Line Incorporated
116	2402-01-0863	October 7, 1976	Consent Agreement	Unrecorded	N/A	N/A	Standard Pacific Gas Line Incorporated	U.S.A
117	2102-01-1019	September 18, 1974	Consent to Common Use Agreement for LD# 2102-01-0300	February 10, 1975	7430	530	Standard Pacific Gas Line Incorporated	City of Pittsburg
117(a)	2102-01-0300	November 23, 1931	Easement	February 15, 1932	308	201	Columbia Steel Company	Standard Pacific Gas Line Incorporated
118	2102-01-0311	August 12, 1930	Easement Modification to LD# 2402-01-0359 that was assigned by LD# 2402-01-0017 to PG&E	September 3, 1930	237	404	C. A. Hooper & Company	Federal Engineering Company

RECORDING REQUESTED BY AND  
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
300 Lakeside Drive, Suite 210  
Oakland, CA 94612  
Attn: Land Rights Library

Location: Unincorporated Sacramento County

Document Transfer Tax \$ \_\_\_\_\_  
[ ] This is a conveyance where the consideration and  
Value are less than \$100.00 (R&T 11911).  
[ ] Computed on Full Value of Property Conveyed, or  
[ ] Computed on Full Value Less Liens &  
Encumbrances Remaining at Time of Sale  
[ ] Exempt from the fee per GC 27388.1 (a) (2); This  
document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

\_\_\_\_\_  
Signature of declarant or agent determining tax

LD #

ASSIGNMENT

Stanpac Gas Pipeline SP4Z

APN: 158-0010-017-0000, 158-0010-018-0000, 158-0010-005-0000, 158-0010-033-0000,  
158-0010-048-0000, 158-0010-047-0000, 158-0010-036-0000, 158-0010-030-0000,  
158-0020-010-0000, 158-0020-008-0000, 158-0020-037-0000, 158-0020-034-0000,  
158-0020-036-0000, 158-0020-034-0000, 158-0040-038-0000, 158-0070-056-0000,  
158-0070-024-0000, 158-0070-051-0000, 158-0070-047-0000, 158-0070-017-0000,  
158-0070-018-0000

ASSIGNMENT OF EASEMENTS AND RIGHTS

By

STANDARD PACIFIC GAS LINE INCORPORATED, a California corporation,  
as Assignor

to

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,  
as Assignee

## ASSIGNMENT OF EASEMENTS AND RIGHTS

STANDARD PACIFIC GAS LINE INCORPORATED, a California corporation (“Assignor”), hereby assigns to PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation (“Assignee”), all of Assignor’s right, title and interest in and to those certain easements and rights set forth in Schedule A attached hereto and made a part hereof, situated in the County of Sacramento, State of California.

The provisions hereof shall insure to the benefit of and bind the successors and assigns of the respective parties hereto.

The California Public Utilities Commission, in Decision No. \_\_\_\_\_, has approved this assignment under Public Utilities Code Section 851.

Dated \_\_\_\_\_, 20\_\_\_\_.

“Assignor”

STANDARD PACIFIC GAS LINE  
INCORPORATED, a California corporation

“Assignee”

PACIFIC GAS AND ELECTRIC  
COMPANY, a California corporation

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**Schedule A****Easements and Rights**

Document #	PG&E Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
1	2103-03-0209	August 23, 1954	Agreement	August 27, 1954	2664	291	Carlos Silva and Eliza Silva	Standard Pacific Gas Line Incorporated
1(a)	2103-02-0250	October 25, 1941	Easement	November 27, 1941	921	280	Rose L. Lipman	Coast Natural Gas Company and Natural Gas Corporation of California
2	2103-02-0147	October 25, 1941	Easement	November 19, 1941	921	759	Coast Natural Gas Company, M. Kofod and Eliana Kofod	Coast Natural Gas Company and Natural Gas Corporation of California
3	2103-02-0251	October 25, 1941	Easement	April 21, 1942	943	395	Clifford Totman and Margaret E. Totman	Coast Natural Gas Company and Natural Gas Corporation of California
4	2103-02-0148	October 27, 1938	Easement	November 19, 1938	912	467	Andrew N. Anderson, William R. Anderson, Holger W. Anderson, Neil C. Anderson Jr., Edward A. Anderson, Annie C. Shartz, Clarence C. Anderson and Iva L. Gordon	Natural Gas Corporation of California
5	2103-02-0143	October 29, 1938	Easement	February 4, 1939	739	83	Natural Gas Corporation of California	W.A. Stewart, Jean Smith (Jean Stewart Smith) and Betty Stewart
6	2103-02-0144	October 14, 1938	Easement	October 25, 1938	712	301	C. E. Upham and Christine A. Upham	Natural Gas Corporation of California

Document #	PG&E Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
7	2102-02-0658	November 10, 1938	Easement	January 27, 1939	725	780	Ernest Jack Happe and Rowena Cooper	Natural Gas Corporation of California
8	2102-02-0710	November 14, 1938	Easement	January 24, 1939	739	1	River Islands Land Company	Natural Gas Corporation of California
9	2102-02-0711	October 6, 1938	Easement	November 3, 1938	712	374	Marguerite A. Belden	Natural Gas Corporation of California
10	2102-02-0655	October 27, 1938	Easement	November 3, 1938	712	375	Holger W. Anderson and Rose Anderson	Natural Gas Corporation of California
11	2102-02-0818	November 5, 1942	Easement Relocation Agreement (LD# 2102-02-0654)	December 11, 1942	978	492	Rose Anderson	Standard Pacific Gas Line Incorporated
11(a)	2102-02-0654	April 15, 1942	Easement	April 28, 1942	955	1	Rose Anderson	Standard Pacific Gas Line Incorporated

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary  
Public,  
personally appeared \_\_\_\_\_ Insert name

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

---

Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary  
Public,  
personally appeared \_\_\_\_\_ Insert name

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature of Notary Public

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

RECORDING REQUESTED BY AND  
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
300 Lakeside Drive, Suite 210  
Oakland, CA 94612  
Attn: Land Rights Library

Location: City of Antioch  
Document Transfer Tax \$ \_\_\_\_\_  
[ ] This is a conveyance where the consideration and  
Value are less than \$100.00 (R&T 11911).  
[ ] Computed on Full Value of Property Conveyed, or  
[ ] Computed on Full Value Less Liens &  
Encumbrances Remaining at Time of Sale  
[ ] Exempt from the fee per GC 27388.1 (a) (2); This  
document is subject to Documentary Transfer Tax

---

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

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LD#	ASSIGNMENT
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Stanpac Gas Pipeline SP5

APN: 051-051-021-7, 051-032-007-0, 051-032-006-2, 051-032-005-4, 051-032-004-7, 068-  
600-021-7, 068-600-016-7, 068-610-055-3, 068-610-056-1, 068-100-033-7, 068-300-  
007-9, 068-300-019-4, 051-151-017-8, 071-050-030-7, 071-050-029-9

ASSIGNMENT OF EASEMENTS AND RIGHTS

By

STANDARD PACIFIC GAS LINE INCORPORATED, a California corporation,  
as Assignor

to

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation,  
as Assignee

## ASSIGNMENT OF EASEMENTS AND RIGHTS

STANDARD PACIFIC GAS LINE INCORPORATED, a California corporation (“Assignor”), hereby assigns to PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation (“Assignee”), all of Assignor’s right, title and interest in and to those certain easements and rights assigned, granted and acquired by Assignor in the instruments set forth in Schedule A attached hereto and made a part hereof, situated in the City of Antioch, County of Contra Costa, State of California.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

The California Public Utilities Commission, in Decision No. \_\_\_\_\_, has approved the assignments hereunder under Public Utilities Code Section 851.

Dated \_\_\_\_\_, 20\_\_\_\_.

“Assignor”

STANDARD PACIFIC GAS LINE  
INCORPORATED, a California corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

“Assignee”

PACIFIC GAS AND ELECTRIC  
COMPANY, a California corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Schedule A****Easements and Rights**

Document #	PG&E Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
1	2102-02-0676	April 15, 1942	Easement	April 30, 1942	617	18	Ulrich Diethelm, August Diethelm, and Charles A Diethelm	Standard Pacific Gas Line Incorporated and Natural Gas Corporation of California
2	2102-02-0677	November 30, 1943	Easement	December 8, 1943	765	104	Ulrich Diethelm, August Diethelm, and Charles A Diethelm	Standard Pacific Gas Line Incorporated
3	2102-02-1184	November 13, 1973	Assignment of Easements	November 27, 1973	7099	476	PG&E	Standard Pacific Gas Line Incorporated
3(a)	2102-02-0959	November 7, 1966	Easement Reservation (The most southerly gas pipeline of the three)	January 16, 1967	5285	341	PG&E	State of California
3(b)	2102-02-0484	June 13, 1953	Easement	July 23, 1953	2165	61	Ralph W. Greco and Dorothy F. Greco	PG&E
3(b)	2102-02-0485	December 2, 1960	Final Order of Condemnation (Parcel 2)	December 29, 1960	3773	109	William W. Boyd, Kathleen M. Boyd, Western Guaranty Company Contra Costa County Title Company, First Toe to Tenth Doe, First Doe Company to Fifth Doe Company corporations	PG&E

Document #	PG&E Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
3(c)	2102-02-0486	June 22, 1953	Easement	July 23, 1953	2165	63	John H. McDaniels and Elaine M. McDaniels	PG&E
3(c)	2102-02-0487	October 11, 1960	Easement (Strip 2)	December 28, 1960	3772	159	John H. McDaniels and Elaine M. McDaniels	PG&E
3(d)	2102-02-0445	February 24, 1953	Easement	April 16, 1953	2106	148	Edward E. Viera, Johanna Viera, Donald C. Viera, and Betty Jean Ganster	PG&E
3(d)	2102-02-0482	June 20, 1953	Easement	July 16, 1953	2161	251	Edward E. Viera, Josephine A. Viera, Johanna Viera, Donald C. Viera, Mary A. Viera, Betty Jean Ganster and Edwin J. Ganster	PG&E
3(e)	2102-02-0442	March 30, 1953	Easement	April 16, 1953	2106	146	May Dorothy Viera	PG&E
3(e)	2102-02-0443	July 13, 1953	Easement	August 12, 1953	2174	466	May Dorothy Viera	PG&E
3(f)	2102-02-0489	July 24, 1953	Easement	August 27, 1953	2182	392	James C. Walsh, Jr.	PG&E
3(g)	2102-02-0447	February 24, 1953	Easement	April 16, 1953	2106	150	John F. Viera	PG&E
3(g)	2102-02-0448	June 18, 1953	Easement	July 16, 1953	2161	253	John F. Viera and Mary E Viera	PG&E
3(i)	2102-02-0101	June 6, 1953	Easement	July 2, 1953	2153	441	Elizabeth Lilley	PG&E

Document #	PG&E Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
3(k)	2102-02-0096	October 8, 1953	Easement (portion of LD# 2102-02-0096 described in (k) of Assignment LD# 2102-02-1184)	November 4, 1953	2219	111	Joseph B. Silveira and Jessie F. Silveira	PG&E
4	2102-01-0319	April 8, 1942	Easement	May 13, 1942	617	406	Elizabeth Fitzpatrick	Natural Gas Corporation of California and Standard Pacific Gas Line Incorporated
5	2102-01-0320	April 27, 1942	Easement	May 20, 1942	617	451	Nellie Nicholls and Elizabeth Fitzpatrick	Natural Gas Corporation of California and Standard Pacific Gas Line Incorporated
6	2102-01-0331	April 16, 1942	Easement	April 27, 1942	702	65	W.C. Ferguson, Ella B. Ferguson, and Elizabeth Fitzpatrick	Standard Pacific Gas Line Incorporated and Natural Gas Corporation of California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary  
Public,  
personally appeared \_\_\_\_\_ Insert name

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

---

Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other

EXHIBIT A  
CONVEYANCE DOCUMENTS  
PART III: Quitclaims

RECORDING REQUESTED BY AND  
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
300 Lakeside Drive, Suite 210  
Oakland, CA 94612  
Attn: Land Rights Library

Location: City of Concord  
Document Transfer Tax \$ \_\_\_\_\_  
[ ] This is a conveyance where the consideration and  
Value are less than \$100.00 (R&T 11911).  
[ ] Computed on Full Value of Property Conveyed, or  
[ ] Computed on Full Value Less Liens &  
Encumbrances Remaining at Time of Sale  
[ ] Exempt from the fee per GC 27388.1 (a) (2); This  
document is subject to Documentary Transfer Tax

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Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

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LD#

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**QUITCLAIM DEED**

Stanpac Gas Pipeline SP3  
APN 159-050-058-1, 159-050-059-9

**QUITCLAIM DEED  
FOR MINERAL INTEREST**

STANDARD PACIFIC GAS LINE INCORPORATED, a California corporation, hereby quitclaims to PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, all rights, title, and interest in and to the mineral rights reserved in the deed from Standard Pacific Gas Line Incorporated to Albert D. Seeno Construction Company and North State Development Company dated August 5, 1986, and recorded August 20, 1986 in Book 13070 of Official Records at page 501, Contra Costa County Records, and more particularly described as follows:

“Reserving to first party, all oil, gas, other hydrocarbon substances, minerals, and naturally created hot water and steam in and under said real property designated PARCEL 1, PARCEL 2, PARCEL 3, and PARCEL 4 and lying below a plane which is 500 feet below the surface of the ground; provided, however, that any exploration for or removal of any such oil, gas, other hydrocarbon substances, minerals, and naturally created hot water and steam shall be by means of slant drilling or tunneling from lands adjacent to said real property designated PARCEL 1, PARCEL 2, PARCEL 3, and PARCEL 4 or other methods not requiring operations on the surface of said real property designated PARCEL 1, PARCEL 2, PARCEL 3, and PARCEL 4 and shall be performed so as not to endanger said surface or any structure which shall be erected or constructed thereon.”

The California Public Utilities Commission, in Decision No. \_\_\_\_\_, has approved this Quitclaim Deed under Public Utilities Code Section 851.

Dated \_\_\_\_\_, 20\_\_\_\_.

STANDARD PACIFIC GAS LINE  
INCORPORATED, a California corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary  
Public, \_\_\_\_\_  
personally appeared \_\_\_\_\_

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**CAPACITY CLAIMED BY SIGNER**

- Individual(s) signing for oneself/themselves
- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other \_\_\_\_\_

RECORDING REQUESTED BY AND  
RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY  
300 Lakeside Drive, Suite 210  
Oakland, CA 94612  
Attn: Land Rights Library

Location: City of Antioch and Oakley  
Document Transfer Tax \$ \_\_\_\_\_  
[ ] This is a conveyance where the consideration and  
Value are less than \$100.00 (R&T 11911).  
[ ] Computed on Full Value of Property Conveyed, or  
[ ] Computed on Full Value Less Liens &  
Encumbrances Remaining at Time of Sale  
[ ] Exempt from the fee per GC 27388.1 (a) (2); This  
document is subject to Documentary Transfer Tax

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Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

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LD #

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**QUITCLAIM DEED**

Stanpac Gas Pipeline SP5 and SP4Z

A.P.N.: 037-040-013-7, 051-051-013, 051-051-011, 051-032-008-8, 051-052-024-0, 051-062-  
009-9, 051-061-005-8, 051-170-010-6, 051-160-002-5, 068-100-024-6, 068-253-005-0,  
068-244-002, 068-244-001, 068-151-001-8, 071-061-020-5, 071-050-048, 071-041-030

**QUITCLAIM DEED  
FOR THE TERMINATION OF EASEMENTS**

By

STANDARD PACIFIC GAS LINE INCORPORATED, a California corporation

to

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

**QUITCLAIM DEED  
FOR THE TERMINATION OF EASEMENTS**

STANDARD PACIFIC GAS LINE INCORPORATED, a California corporation, hereby quitclaims to PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, all rights, title, and interest in and to those certain easements reserved and granted in the instruments set forth in Schedule A attached hereto and made a part hereof, situated in the County of Contra Costa, State of California.

The California Public Utilities Commission, in Decision No. \_\_\_\_\_, has approved these termination of easements under Public Utilities Code Section 851.

Dated \_\_\_\_\_, 20 \_\_\_\_.

STANDARD PACIFIC GAS LINE  
INCORPORATED, a California corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Schedule A****Easements and Rights**

Document #	PG&E Land Document #	Document Date	Type of Document	Recording Date	Book	Page	Grantor	Grantee
1	2102-02-1083	September 17, 1969	Grant Deed (Easement reservation for existing pipe lines)	December 15, 1969	6024	138	Standard Pacific Gas Line Incorporated	PG&E
2	2102-02-1186	November 13, 1973	Easement	November 27, 1973	7099	481	PG&E	Standard Pacific Gas Line Incorporated
3	2102-01-0303	February 4, 1954	Easement				Coast Counties Gas and Electric Company	Standard Pacific Gas Line Incorporated
4	2102-01-1016	January 31, 1975	Easement	February 10, 1975	7430	335	PG&E	Standard Pacific Gas Line Incorporated

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_ Notary  
Public,  
personally appeared \_\_\_\_\_ Insert name

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

---

Signature of Notary Public

(Seal)

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- Corporate Officer(s) of the above named corporation(s)
- Trustee(s) of the above named Trust(s)
- Partner(s) of the above named Partnership(s)
- Attorney(s)-in-Fact of the above named Principal(s)
- Other

EXHIBIT A  
CONVEYANCE DOCUMENTS  
PART IV: Bill of Sale



## Bill of Sale and Sale Agreement

Buyer	Seller	Payment Address
Pacific Gas and Electric Company 300 Lakeside Drive Oakland, CA 94612	Standard Pacific Gas Line Incorporated 300 Lakeside Drive Oakland, CA 94612	Standard Pacific Gas Line Incorporated c/o Pacific Gas and Electric Company 300 Lakeside Drive Oakland, CA 94612

Pipeline	Start Coordinates	End Coordinates	Description
SP3	37.997856, -121.841922	37.961992, -122.355552	Pipeline in Contra Costa County between PG&E's Delta Fair Junction Station and San Pablo Station.
SP4Z	38.009734, -121.750629	38.015651, -121.750931	Pipeline between PG&E's Antioch Terminal Station and PG&E's Line 131.
	38.030526, -121.749380	38.106044, -121.685964	Pipeline starting at PG&E's Line 131 and PG&E's Line 195Z.
SP5	38.009746, -121.750516	37.997856, -121.841922	Pipeline between PG&E's Antioch Terminal Station and Delta Fair Junction Station in Contra Costa County.

Buyer (signature)		Seller (signature)	
Buyer (name)		Seller (name)	
Sumeet Singh		E. Christine Cowsert	
Title:		Title	
Executive Vice President, Operations, and Chief Operations Officer		President and Chief Executive Officer	
Email	<a href="mailto:Sumeet.Singh@pge.com">Sumeet.Singh@pge.com</a>	Email	<a href="mailto:Christine.Cowsert@pge.com">Christine.Cowsert@pge.com</a>
Date of Offer	September 26, 2025	Date of Acceptance	September 30, 2025

EXHIBIT B

Stanpac Pipeline Map

**Standard Pacific Gas Pipelines**



## **EXHIBIT B**

**STANPAC OWNER GAS TRANSPORTATION SERVICE AGREEMENT**  
**BY AND AMONG**  
**STANDARD PACIFIC GAS LINE INCORPORATED,**  
**CHEVRON PIPE LINE COMPANY,**  
**AND**  
**PACIFIC GAS AND ELECTRIC COMPANY**

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### Exhibits

Exhibit A: Point(s) of Receipt and Delivery

Exhibit B: Notice

## STANPAC OWNER GAS TRANSPORTATION SERVICE AGREEMENT

This Stanpac Owner Gas Transportation Service Agreement (“Transportation Agreement”) is made and entered into as of September 30, 2025 (“Execution Date”) by and among Pacific Gas and Electric Company, a California corporation (“PG&E”), Chevron Pipe Line Company, a Delaware corporation (“CPL”), and Standard Pacific Gas Line Incorporated, a California corporation (“Stanpac”). Stanpac, PG&E, and CPL are sometimes referred to in this Transportation Agreement individually as a “Party” and collectively as the “Parties”.

### RECITALS

WHEREAS, Stanpac is owned six-sevenths (6/7<sup>th</sup>) by PG&E and one-seventh (1/7<sup>th</sup>) by CPL (collectively with PG&E, the “Owners” and, each individually, an “Owner”);

WHEREAS, Stanpac is a “gas utility” as defined in the Public Utilities Code of the State of California and is subject to the jurisdiction of the CPUC (as defined herein) and applicable Laws (as defined herein) of the CPUC;

WHEREAS, PG&E is a “gas utility” as defined in the Public Utilities Code of the State of California and is subject to the jurisdiction of the CPUC and applicable Laws of the CPUC;

WHEREAS, Stanpac, PG&E, and CPL contemplate, as of the CPUC Approval Date, terminating that certain Stanpac System Management and Operating Agreement, dated March 28, 1996, as amended through that certain Amendment No. 1 dated January 5, 1998 (hereafter, the “SMOA”), pursuant to which Stanpac provides gas transportation service to the Owners;

WHEREAS, as of the Execution Date and concurrently with the execution and delivery of this Transportation Agreement, Stanpac and PG&E are entering into that certain Fixed-Term Inter-Utility Service Agreement (“IUA”); and

WHEREAS, the Parties desire to set forth the terms and conditions that, following the CPUC Approval Date (as defined herein), will govern Stanpac’s provision of gas transportation service to CPL.

NOW THEREFORE, in consideration of the covenants, conditions, and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I.

#### DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. For all purposes of this Transportation Agreement, the following terms shall have the following respective meanings:

“Acceptable CPUC Decision” has the meaning set forth in Section 2.3(b).

“Acceptable CPUC Decision Date” has the meaning set forth in Section 2.3(b).

**“Actions”** means any actions, suits, proceedings, claims, arbitrations, charges or investigations.

**“Affiliate”** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise; provided that, except for purposes of Section 3.1 (Transportation Service), neither PG&E nor CPL shall be deemed to be an Affiliate of Stanpac and vice versa.

**“Arbitration”** has the meaning set forth in Section 8.2(c).

**“Asset Purchase Agreement”** means that certain Asset Purchase Agreement by and between PG&E and Stanpac, dated as of the Execution Date and executed concurrently with the other Transaction Documents and the Management Agreement.

**“Base Year”** has the meaning set forth in Section 3.4(a)(i).

**“Business”** means the business of Stanpac as conducted by Stanpac.

**“Business Day”** means each day that is not a Saturday, Sunday or other day on which banking institutions located in Oakland, California are authorized or obligated by applicable Law or executive order to close.

**“Claim”** or **“Claims”** means any and all claims, demands, lawsuits, actions, causes of action, obligations, debts, damages, costs, expenses, interest, attorneys’ fees, losses, liens, liabilities, assertions of right, proceedings, audits, examinations, investigations, or any other assertion of liability of any kind, name, subject matter, description or nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected, and whether based on contract, tort, statute, or any other theory of recovery.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Contract”** means any contract, agreement, mortgage, indenture, deed of trust, license, sublicense, lease, sublease, rate, tariff, covenant, plan, insurance policy or other agreement, instrument, arrangement, obligation, understanding or commitment, permit, concession or franchise, whether oral or written, expressed or implied.

**“CPI Increase”** has the meaning set forth in Section 3.4(a)(ii).

**“CPL”** has the meaning set forth in the Preamble.

**“CPL’s Carrying Capacity”** means thirty million seven hundred thousand (30,700,000 ft<sup>3</sup>) cubic feet of Gas per day.

**“CPL Transportation Fee”** has the meaning set forth in Section 3.4(a)(i).

**“CPUC”** means the California Public Utilities Commission or its regulatory successor, as applicable.

**“CPUC Application”** means a formal, written request, in the form of one or more filings by PG&E and/or Stanpac with the CPUC, requesting approval by the CPUC of the Transaction Documents (as defined herein) and the transactions contemplated therein, as required by Law.

**“CPUC Approval”** means, as applicable, the CPUC’s written approval of the CPUC Application in the form of (a) an Unconditional CPUC Decision, (b) an Uncontested CPUC Decision, or (c) an Acceptable CPUC Decision, which, in each case, has become final and non-appealable under applicable Law.

**“CPUC Approval Date”** means, as applicable, the date that the (a) Unconditional CPUC Decision, (b) Uncontested CPUC Decision Date, or (c) Acceptable CPUC Decision becomes final and non-appealable under applicable Law.

**“CPUC Decision”** means a written decision, resolution or order issued by the CPUC with respect to the CPUC Application.

**“CPUC Decision Notice”** has the meaning set forth in Section 2.3.

**“Creed Station”** means the PG&E metering and regulation facility located on Creed Road in Solano County, California, approximately 1.35 miles west of Highway 113 near Goose Haven Road.

**“Designated Point of Delivery”** has the meaning set forth in Section 3.2(a).

**“Designated Point of Receipt”** has the meaning set forth in Section 3.2(a).

**“Dollars”** or **“\$”** means United States Dollars.

**“Enforceability Exceptions”** shall mean (a) bankruptcy, insolvency and other Laws affecting creditors’ rights generally, and (b) the exercise of judicial discretion in accordance with general principles of equity.

**“Environment”** means all forms of fauna, flora, soil, surface or subsurface waters, land, ground, surface or subsurface strata, ambient air or any other environmental medium, and “Environmental” shall be construed as pertaining to the “Environment.”

**“Execution Date”** has the meaning set forth in the Preamble.

**“Executive(s)”** has the meaning set forth in Section 8.2(b)(i).

**“Expiration Date”** has the meaning set forth in Section 2.1.

**“Expiration Date for Transportation Agreement”**, as used in the applicable invoice issued by Stanpac to CPL, has the meaning set forth in Section 3.4(a)(iii).

**“Failure to Obtain CPUC Approval”** has the meaning set forth in Section 2.3(c).

“Flatlands Meter Station” means the PG&E metering facility located on Flatlands Line Road, approximately 0.2 miles south of Highway 12, at the PG&E Brannan Island valve lot.

“Force Majeure” has the meaning set forth in Section 8.5.

“Gas” means any mixture of combustible and non-combustible gases used to produce heat by burning.

“Gas Quality Requirements” has the meaning set forth in Section 5.2.

“Good Utility Practice” means the practices, methods, techniques, standards, and acts that would be implemented, followed, or approved by a significant portion of the gas utility industry operating in the United States during the relevant time period, or any of the practices, methods, techniques, standards, 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 good business practices, reliability, safety and expedition. “Good Utility Practice” is not intended to require the optimum practice, method, technique, standard, or act to the exclusion of all others, but rather is intended to include any acceptable practice, method, technique, standard, or act generally accepted in the applicable region of the United States.

“Governmental Entity” means any federal, state, local or other governmental, regulatory or administrative agency, governmental commission, department, board, subdivision, court, tribunal, or other governmental arbitrator, arbitral body or other authority with jurisdiction over the subject matter.

“Initial Negotiation End Date” has the meaning set forth in Section 8.2(b)(i).

“Fixed-Term Inter-Utility Service Agreement” or “IUA” has the meaning set forth in the Recitals.

“JAMS” means JAMS, Inc. or its successor entity, a judicial arbitration and mediation service.

“Law” or “Laws” means any domestic or foreign national, federal, state, territorial, provincial or local laws (including the common law), constitutions, treaties, statutes, rules, regulations, ordinances, requirements, policies, directives, codes, judgments, injunctions, decrees, orders, or other binding action, or requirement of, any Governmental Entity.

“Lien” means any lien (including for Taxes), pledge, hypothecation, right of others, ownership interest of others, charge, claim, mortgage, security interest, encumbrance, lease, sublease, license, occupancy agreement, adverse claim or interest, easement, covenant, encroachment, burden, title defect, title retention agreement, voting trust agreement, interest, equity, option, right of first refusal, charge or other restrictions or limitations of any nature whatsoever, including such as may arise under any Contract.

“MAC Notice” has the meaning set forth in Section 2.3(a)(ii).

**“Maintenance”** has the meaning set forth in Section 5.1.

**“Manager”** has the meaning set forth in Section 8.2(b)(i).

**“Management Agreement”** means that certain Stanpac Management Agreement by and between Stanpac, CPL and PG&E, dated as of the Execution Date and executed concurrently with the Transaction Documents.

**“MAOP”** means the maximum allowable operating pressure as defined under applicable Law.

**“Material Adverse Condition”** means, (a) with respect to PG&E, any condition, restriction or modification set forth in a CPUC Decision, individually or in the aggregate with any other condition, restriction or modification set forth in a CPUC Decision, that: (i) prevents or materially delays, or would reasonably be expected to prevent or materially delay, consummation of the transactions contemplated by any of the Transaction Documents or otherwise prevent PG&E or Stanpac from performing its obligations under any of the Transaction Documents or (ii) is, or would reasonably be expected to be, materially adverse to the benefits to PG&E of the transactions contemplated under any of the Transaction Documents, and (b) with respect to CPL, any condition, restriction or modification set forth in a CPUC Decision, individually or in the aggregate with any other condition, restriction or modification set forth in a CPUC Decision, that is, or would reasonably be expected to be, materially adverse to the benefits to CPL of the transactions contemplated under this Transportation Agreement; provided, no condition, restriction or modification set forth in a CPUC Decision shall constitute or be deemed a “Material Adverse Condition” to the extent resulting from or arising out of (A) changes in Laws or (B) compliance with the terms of, or the taking of any action required or contemplated by, any of the Transaction Documents which are effective pursuant to the terms of the relevant Transaction Document as of the date such Party claims the existence of a Material Adverse Condition.

**“Mediation Period”** has the meaning set forth in Section 8.2(c).

**“Nomination”** has the meaning set forth in Section 3.2(a).

**“Owner”** or **“Owners”** has the meaning set forth in the Recitals.

**“Party”** or **“Parties”** has the meaning set forth in the Preamble.

**“Permits”** means all licenses, permits, franchises, registrations, approvals, authorizations, certifications, permissions, directives, qualifications, consents, waivers, exemptions, releases, variances or orders of, or filings, notices or recordings with, or issued by, any Governmental Entity.

**“Person”** means an individual or entity, including a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Entity.

**“PG&E”** has the meaning set forth in the Preamble.

**“PG&E’s Facilities”** means the gas pipelines, taps, valves, quantity and quality measurement equipment, communication equipment, and other related equipment owned or operated by PG&E.

**“PG&E’s Gas Rules”** means PG&E’s CPUC-approved gas rules applicable to the use of PG&E’s Facilities, including without limitation “PG&E’s Gas Rules” 1 and 21, each as amended or adopted from time to time.

**“Point of Delivery”** means any one of the points of delivery set forth in Exhibit A.

**“Point of Receipt”** means any one of the points of receipt set forth in Exhibit A.

**“Referral Date”** has the meaning set forth in Section 8.2(b)(i).

**“Review Period”** has the meaning set forth in Section 2.3(a)(ii).

**“Revised CPUC Application”** has the meaning set forth in Section 2.3(b).

**“SMOA”** has the meaning set forth in the Recitals.

**“Stanpac”** has the meaning set forth in the Preamble.

**“Stanpac Board of Directors”** has the meaning set forth in the Management Agreement.

**“Stock Purchase Agreement”** means that certain Stock Purchase Agreement by and between PG&E and CPL, dated as of the Execution Date and executed concurrently with the other Transaction Documents and the Management Agreement.

**“System”** means the gas transmission pipeline system and related equipment utilized to provide Transportation Service hereunder, whether owned and/or operated by (a) Stanpac or (b) an Affiliate of Stanpac to whom Stanpac has subcontracted performance of Transportation Service pursuant to Section 3.1 (Transportation Service).

**“Tax”** or **“Taxes”** means: (a) all taxes, however denominated, including any interest, penalties, criminal sanctions or additions to tax (including any underpayment penalties for insufficient estimated tax payments) or other additional amounts that may become payable in respect thereof (or in respect of any Tax Return), imposed by any Governmental Entity, including, without limiting the generality of the foregoing, all income, payroll and employment, liabilities for unlawful state aid or reduced tariff, base erosion anti-abuse, global intangible low-tax income, repatriation transition, withholding (including withholding in connection with amounts paid or owing to any employee, independent contractor, creditor, equity holder or other Person), unemployment insurance, social security (or similar), sales and use, escheat and unclaimed property, excise, franchise, gross receipts, occupation, real and personal property, stamp, value added, Transfer Taxes, profits or windfall profits, licenses in the nature of taxes, estimated, severance, duties (custom and others), workers’ compensation, premium, environmental (including taxes under Section 59A of the Code), disability, registration, alternative or add-on minimum, estimated, possessory and any other taxes, fees, assessments, charges or obligations of the same or of a similar nature; (b) any liability for any amount described in clause (a) above

whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, or otherwise through operation of Law; and (c) any liability for any amount described in clauses (a) or (b) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other Contract to indemnify any Person for taxes.

**“Tax Returns”** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

**“Term”** has the meaning set forth in Section 2.1.

**“Termination Date”** has the meaning set forth in Section 2.4.

**“Transaction Documents”** means, collectively, (a) this Transportation Agreement, (b) the Stock Purchase Agreement, (c) the IUA, and (d) the Asset Purchase Agreement.

**“Transfer Taxes”** means all foreign, federal, state and local sales, use, transfer, documentary transfer, excise, value-added, goods or services, registration, recording, direct and indirect real estate transfer Tax, stamp, documentation or similar Taxes, but excluding any Taxes based on or attributable to gains arising by reason of the transactions contemplated by this Transportation Agreement.

**“Transportation Agreement”** has the meaning set forth in the Preamble.

**“Transportation Service”** has the meaning set forth in Section 3.1.

**“Unconditional CPUC Decision”** has the meaning set forth in Section 2.3(a)(i).

**“Unconditional CPUC Decision Date”** has the meaning set forth in Section 2.3(a)(i).

**“Uncontested CPUC Decision”** has the meaning set forth in Section 2.3(a)(ii).

**“Uncontested CPUC Decision Date”** has the meaning set forth in Section 2.3(a)(ii).

**Section 1.2 Interpretation.** The table of contents and headings contained in this Transportation Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Transportation Agreement. The Parties have participated jointly in the negotiation and drafting of this Transportation Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Transportation Agreement shall be construed as if drafted jointly by the Parties, and no presumption, no rule of strict construction and no burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Transportation Agreement. Whenever the context may require, any pronouns used in this Transportation Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words “included,” “includes” or “including” (or any other tense or variation of the word “include”) in this Transportation Agreement shall be deemed to be followed by the words

“without limitation.” The use of the term “ordinary course of business” shall in all cases herein mean “ordinary course of business consistent with past practices.” When reference is made in this Transportation Agreement to an article, section, schedule or exhibit, such reference shall be to an article, section, schedule or exhibit of this Transportation Agreement unless otherwise indicated. The words “hereof,” and “hereunder” and words of similar import when used in this Transportation Agreement shall refer to this Transportation Agreement as a whole and not to any particular provision of this Transportation Agreement. References to “or” will be deemed to be disjunctive but not necessarily exclusive (i.e., unless the context requires otherwise, “or” will be interpreted to mean “and/or” rather than “either/or”). References herein to any Person shall include such Person’s heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this Section 1.2 is intended to authorize any assignment or transfer not otherwise permitted by this Transportation Agreement. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other item extends and shall not simply mean “if.” If any action under this Transportation Agreement is required to be done or taken on a day that is not a Business Day (including the giving of any notice) or if the period during which any action or notice is required expires on a date which is not a Business Day, then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next date which is a Business Day. No summary of this Transportation Agreement prepared by any Party shall affect the meaning or interpretation of this Transportation Agreement.

## ARTICLE II.

### CPUC APPROVAL; TERM; TERMINATION

Section 2.1 Effectiveness; Term. With the exception of Section 1.1 (Definitions), Section 1.2 (Interpretation), this Section 2.1 (Effectiveness; Term), Section 2.2 (Regulatory Approvals), Section 2.3 (CPUC Approval Process), Section 2.4 (Termination), Section 2.5 (Effect of Termination or Expiration; Survival), Section 4.3 (Confidentiality), and ARTICLE VII (Representations and Warranties), each of which shall be effective as of the Execution Date, the other provisions of this Transportation Agreement shall not become effective unless and until CPUC Approval is obtained, each of which shall be effective as of the CPUC Approval Date. Additionally, as of the CPUC Approval Date, the SMOA shall terminate and this Transportation Agreement shall supersede and replace the SMOA in its entirety. The term of this Transportation Agreement (“Term”) shall commence on the Execution Date and shall continue to be in effect until the earlier of (a) termination of this Transportation Agreement in accordance with the terms of this ARTICLE II; and (b) the occurrence of the twentieth (20<sup>th</sup>) anniversary of the CPUC Approval Date (“Expiration Date”) whereupon the Term shall conclude and this Transportation Agreement shall expire.

Section 2.2 Regulatory Approvals.

(a) PG&E shall prepare, direct and control all aspects of the Parties’ efforts to provide notice to or obtain the consent, approval, or authorization of any Governmental Entity with respect to the transactions contemplated by this Transportation Agreement, including the CPUC Application and the Parties’ efforts to obtain CPUC Approval, including controlling the draft CPUC Application and any related documents and communications, the strategy for

obtaining CPUC Approval and coordinating the overall development of the positions to be taken and the regulatory actions to be requested in, and taken in connection with, any filing or communication with the CPUC and intervenors in connection with the transactions contemplated hereby.

(b) Without limiting the generality of Section 2.2(a), the Parties shall, and cause their respective Affiliates to, cooperate to promptly prepare and submit any filings, notices, reports, written communications and other documents and information reasonably required to be filed to effect the CPUC Application and shall use commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things in order to obtain CPUC Approval including, in each case, (i) promptly supplying the other Party with any information or documents which may be required to effectuate such filings, (ii) promptly submitting any additional information, documents, or other written communications which may be reasonably required by the CPUC or intervenors, and (iii) coordinating with the other Party in making such filings or submitting information, documents, or other written communications pursuant to and in connection with the foregoing that may be necessary, proper, or advisable, in PG&E's sole discretion, in order to obtain CPUC Approval.

(c) Unless prohibited by applicable Law or by the CPUC, (i) neither CPL nor its representatives or Affiliates shall participate in or attend any meeting, or engage in any substantive discussion with the CPUC (including any member of the CPUC staff) in respect of this Transportation Agreement or the transactions contemplated hereby without providing prior notice of any such meeting or discussion to PG&E and allowing PG&E to attend such meeting or discussion; and (ii) CPL shall promptly provide PG&E copies of all correspondence, filings, and communications between it and its Affiliates, on the one hand, and the CPUC (including any member of the CPUC's staff) and intervenors, on the other hand, with respect to this Transportation Agreement or the transactions contemplated hereby.

(d) (i) PG&E and CPL shall not, nor shall PG&E or CPL agree to, directly or indirectly through one or more of their respective Affiliates, take or refrain from taking any action with the intent to or that is reasonably likely to, in each case, prevent, adversely affect, materially impair, or materially delay the ability of the Parties to consummate the transactions contemplated hereby or obtain CPUC Approval; and (ii) CPL shall not, nor shall CPL agree to, directly or indirectly through one or more of its Affiliates, take or refrain from taking any action with the intent to or that is reasonably likely to, in each case, impose any material adverse conditions binding on PG&E or Stanpac. Any breach of this Section 2.2(d) by an Affiliate of PG&E or CPL shall be deemed a breach of this Section 2.2(d) by PG&E or CPL, as applicable.

### Section 2.3 CPUC Approval Process.

(a) CPUC Decision. Without limiting the generality of Section 2.2(b), PG&E shall provide prompt written notice to the other Parties of any CPUC Decision (each a "CPUC Decision Notice").

(i) If a CPUC Decision grants all findings, authorizations, and approvals as requested in the CPUC Application in their entirety without condition(s), restriction(s), or modification(s) (other than those that are customary or ministerial in nature) (an

“Unconditional CPUC Decision”), PG&E shall provide written notice to the other Parties within five (5) Business Days following receipt of such Unconditional CPUC Decision, which notice shall confirm the date that the relevant CPUC Decision was issued by the CPUC (the “Unconditional CPUC Decision Date”) and the expected CPUC Approval Date.

(ii) If a CPUC Decision imposes or proposes to impose any condition(s), restriction(s), or modification(s) (that are not customary or ministerial in nature) with respect to any findings, authorizations, or approvals requested in the CPUC Application, each Party shall have fifteen (15) Business Days following delivery of a CPUC Decision Notice to review such CPUC Decision (the “Review Period”) and, within such Review Period, may provide written notice to the other Parties that such reviewing Party reasonably determined that the CPUC Decision contains a Material Adverse Condition (a “MAC Notice”). Any such MAC Notice shall set forth in detail the reasons supporting the reviewing Party’s assertion of the existence of a Material Adverse Condition. For purposes of this Transportation Agreement, in the event no Party provides a MAC Notice to the other Parties within the Review Period, the relevant CPUC Decision shall be deemed an “Uncontested CPUC Decision”. Upon the occurrence of an Uncontested CPUC Decision, PG&E shall provide written notice to the other Parties within five (5) Business Days following the end of the Review Period, which notice shall confirm the date that the relevant CPUC Decision was issued (the “Uncontested CPUC Decision Date”) and the expected CPUC Approval Date.

(b) MAC Notice. If a MAC Notice is timely delivered pursuant to Section 2.3(a)(ii), the Parties shall meet within fifteen (15) Business Days after such MAC Notice is deemed delivered to all the other Parties in accordance with Section 8.7 (Notice) and shall negotiate in good faith, throughout a mutually agreed upon time period that takes into consideration any deadline set by the CPUC, to resolve the issue(s) raised by the MAC Notice. If the Parties agree to any revisions, amendments or modifications, as described below, which (i) resolve the issue(s) raised by the MAC Notice in the reasonable opinion of the Party that issued such MAC Notice, (ii) satisfy or comply with the condition(s), restriction(s) or modification(s) imposed by the CPUC which are, in PG&E’s sole discretion, necessary to secure approval of the CPUC Application and (iii) in the reasonable opinion of the Parties that did not issue such MAC Notice, are not likely to constitute a Material Adverse Condition with respect to such Parties, then the Parties shall promptly submit to the CPUC one or more responses in form and substance reasonably requested or expected by the CPUC reflecting such revisions, amendments or modifications, which, for the avoidance of doubt, may include one or more pleadings, additional information, revised Transaction Document(s), or a revised CPUC Application (collectively, a “Revised CPUC Application”). If a CPUC Decision grants all findings, authorizations, and approvals as requested in a Revised CPUC Application in their entirety without material, in PG&E’s reasonable opinion, condition(s), restriction(s), or modification(s), such CPUC Decision shall be deemed an “Acceptable CPUC Decision”. Upon the occurrence of an Acceptable CPUC Decision, PG&E shall provide written notice to the other Parties within five (5) Business Days following receipt of such Acceptable CPUC Decision, which notice shall confirm the date that the relevant CPUC Decision was issued (the “Acceptable CPUC Decision Date”) and the expected CPUC Approval Date.

(c) Additional Revised CPUC Applications; Failure to Obtain CPUC Approval. If a CPUC Decision imposes any condition(s), restriction(s), or modification(s) (that are not

customary or ministerial in nature) with respect to any findings, authorizations, or approvals requested in the CPUC Application or any Revised CPUC Application, the Parties shall cooperate and use commercially reasonable efforts to continue to seek CPUC Approval in accordance with the terms of Section 2.2 and this Section 2.3. Notwithstanding anything in this Section 2.3 to the contrary, if a CPUC Decision (i) affirmatively rejects the CPUC Application or any Revised CPUC Application in its entirety or (ii) any Party has timely delivered to the other Parties a MAC Notice and the Parties are not able to reach agreement through good faith negotiations pursuant to Section 2.3(b) within ninety (90) Business Days after the date the relevant MAC Notice is deemed delivered pursuant to Section 8.7 (each a “Failure to Obtain CPUC Approval”), then any Party shall have the right, upon providing written notice to the other Parties of a Failure to Obtain CPUC Approval, to terminate this Transportation Agreement in such notice.

(d) No Obligation to Appeal. No Party shall have any obligation to seek rehearing or to appeal a CPUC Decision which does not, ultimately, constitute CPUC Approval under the terms of this Transportation Agreement. Except as provided in Section 6.1 (Indemnification), no Party shall have any obligation or liability to any other Party for any action or inaction of the CPUC or other Governmental Entity affecting the approval of the CPUC Application.

Section 2.4 Termination. This Transportation Agreement may be terminated in accordance with this Section 2.4. If a Party exercises its right to terminate this Transportation Agreement pursuant to this Section 2.4, the effective date of such termination is the date the termination notice is deemed delivered pursuant to Section 8.7 (Notice) or, if the termination occurs by mutual written consent under subsection (b) herein, the termination date mutually agreed to by the Parties in such consent (in each case, the “Termination Date”).

(a) Any Party may terminate this Transportation Agreement in the event of:

(i) a Failure to Obtain CPUC Approval in accordance with the terms of Section 2.3 (CPUC Approval Process), by providing written notice of termination as set forth in Section 2.3(c); or

(ii) termination of the IUA in accordance with its terms, by providing written notice of termination of the IUA and this Transportation Agreement to the other Parties.

(b) The Parties may terminate this Transportation Agreement by mutual written consent.

Section 2.5 Effect of Termination or Expiration; Survival. Upon its expiration or termination in accordance with the terms hereof, this Transportation Agreement shall be of no further force or effect and the rights and obligations of each of Stanpac, PG&E, and CPL hereunder shall terminate; provided that (a) all Transportation Service shall cease as soon as reasonably practicable after the Expiration Date or the Termination Date to permit the Parties to clear any Gas imbalances, (b) nothing herein will relieve any Party from liability for any breach of any representation, warranty, covenant or agreement in this Transportation Agreement prior to the Expiration Date or the Termination Date, and (c) the following provisions shall remain in full force and effect, to the extent such Sections were effective as of the Expiration Date or the Termination

Date: Section 4.1 (Audit), Section 4.3 (Confidentiality), ARTICLE VI (Indemnification; Limitation of Liability), and ARTICLE VIII (General Provisions).

### ARTICLE III.

#### GAS TRANSPORTATION SERVICES

Section 3.1 Transportation Service. Subject to and in accordance with the terms of this Transportation Agreement, Stanpac shall transport and deliver Gas to a Point of Delivery on behalf of CPL (“Transportation Service”); provided, in no event shall Stanpac be obligated to receive, transport or deliver an amount of Gas pursuant to this Transportation Agreement in excess of CPL’s Carrying Capacity; provided further, for the avoidance of doubt, no Transportation Service shall be performed until CPUC Approval has been obtained and the conditions set forth in Section 3.2 have been satisfied. Stanpac shall provide Transportation Service consistent with Good Utility Practice. Notwithstanding the foregoing, CPL agrees and acknowledges that Stanpac may subcontract the performance of Transportation Service to an Affiliate (which, as defined for the purposes of this Section 3.1 only, includes PG&E); provided, the performance of Transportation Service by any such Affiliate shall not relieve Stanpac of any of its obligations hereunder and any breach of Stanpac’s obligations hereunder caused by such Affiliate shall be deemed a breach hereunder by Stanpac of such obligation.

Section 3.2 Nomination; Points of Receipt and Delivery. Stanpac shall not be obligated to perform the Transportation Service unless and until CPL (or one of its Affiliates on behalf of CPL):

(a) submits to Stanpac a nomination, in a form acceptable to Stanpac, requesting Transportation Service; provided, any such nomination shall (i) be submitted by CPL in accordance with PG&E’s Gas Rules, (ii) include the amount of Gas requested to be transported pursuant to this Transportation Agreement, and (iii) include a Point of Receipt designated by CPL (the “Designated Point of Receipt”) and a Point of Delivery designated by CPL (the “Designated Point of Delivery”); provided further, CPL shall not submit a nomination, and shall not be entitled to receive Transportation Service, for a quantity of Gas in excess of CPL’s Carrying Capacity (a nomination submitted by CPL that complies with all of the requirements in this subsection (a) shall be a “Nomination”); and

(b) delivers or causes to be delivered the same amount of Gas to the Designated Point of Receipt, in each case as set forth in the applicable Nomination.

Section 3.3 Additional Point(s) of Receipt. Subject to (a) any approvals and other authorizations that may be required from any Governmental Entity, as determined by Stanpac, and (b) written approval of the Stanpac Board of Directors (as defined in the Management Agreement), the Parties may designate additional Point(s) of Receipt in writing and, upon receipt of such approvals, shall amend Exhibit A to reflect such additional designations.

Section 3.4 Transportation Fee.

(a) Amount and Payment of CPL Transportation Fee.

(i) Following the CPUC Approval Date, and subject to the annual CPI Increase set forth in Section 3.4(a)(ii), CPL shall prepay to Stanpac an annual amount of Eight Hundred Ninety-four Thousand One Hundred Forty-seven Dollars (\$894,147.00) (the “CPL Transportation Fee”) for Transportation Service no later than March 1<sup>st</sup> of each calendar year, covering Transportation Service to be provided during that calendar year. Further details on invoicing and payment are set forth in Sections 3.4(a)(iii) and 3.4(a)(iv); provided, for the calendar year in which the CPUC Approval Date occurs (“Base Year”), such CPL Transportation Fee shall be pro-rated based upon the remaining number of days left in the Base Year and payment shall be due for the Base Year sixty (60) days following the CPUC Approval Date.

(ii) Notwithstanding the calendar year in which the CPUC Approval Date occurs, in order to account for inflation, beginning as of calendar year 2026 the CPL Transportation Fee shall be increased on an annual basis on January 1<sup>st</sup> of each calendar year based on the annual increase in the Consumer Price Index for All Urban Customers for the month of December of the preceding calendar year, as published by the U.S. Bureau of Labor Statistics (“CPI Increase”). No downward adjustment shall be applied; in such case, the CPL Transportation Fee in effect in the immediately prior calendar year shall continue unchanged for the applicable calendar year.

(iii) CPL shall pay the CPL Transportation Fee, as increased pursuant to Section 3.4(a)(ii), in accordance with the invoices issued by Stanpac as described below. Stanpac shall issue an invoice on an annual basis no later than February 14<sup>th</sup> of each year to CPL for each annual amount of the CPL Transportation Fee, as increased pursuant to Section 3.4(a)(ii). Each annual invoice shall include (A) applicable instructions for payment of the amount to Stanpac, which shall be paid no later than March 1<sup>st</sup> of each calendar year pursuant to Section 3.4(a)(i), (B) the amount of the CPI Increase applied to the CPL Transportation Fee pursuant to Section 3.4(b)(ii), and (C) the date on which the Term will conclude and this Transportation Agreement will expire in accordance with its terms, which shall be identified in such invoice as the “Expiration Date for Transportation Agreement”.

(iv) In the event of an early termination of this Transportation Agreement in accordance with Section 2.4 (Termination), the CPL Transportation Fee, as increased pursuant to Section 3.4(a)(ii), shall be pro-rated based on the number of days that Transportation Service was provided during the applicable calendar year. CPL shall be entitled to a refund of any portion of the CPL Transportation Fee that was prepaid for Transportation Service not rendered beyond the Termination Date. Any outstanding amounts due from CPL for Transportation Service rendered prior to the Termination Date shall be deducted from the refund amount, if applicable.

## ARTICLE IV.

### OTHER OBLIGATIONS OF THE PARTIES

Section 4.1 Audit. The Owners and their duly authorized representatives shall have access to the accounting records and other documents maintained by Stanpac which relate to the Transportation Service and shall have the right to audit such records at any reasonable time and

within three (3) years after the applicable calendar month of the Transportation Service subject to audit.

Section 4.2 Laws, Rules and Regulations. Each Party shall comply in all material respects with all Laws that are applicable to its performance under this Transportation Agreement.

Section 4.3 Confidentiality. Each Party as of the Execution Date agrees that it will maintain this Transportation Agreement, and all parts, contents and exhibits hereof, including all operational data obtained, in strict confidence, and that it will not cause or permit disclosure of same to any third party without the express written consent of the other Parties; provided, however, that disclosure by a Party is permitted in the event and to the extent that: (a) disclosure is required by any Governmental Entity exercising jurisdiction over the subject matter hereof, or as required by any Law (including any subpoena or civil discovery procedure); (b) disclosure is necessary to agents and contractors of PG&E for the proper prosecution of their work; (c) PG&E or Stanpac deems disclosure necessary to demonstrate the reasonableness of its actions to any duly authorized Governmental Entity including the CPUC or any division thereof, (d) disclosure is made in accordance with the terms of Section 8.2(d)(v); or (e) disclosure is otherwise agreed to by the Parties in writing.

Section 4.4 Hinshaw Exemption. All Gas subject to Transportation Service shall be for use only within the State of California, and the sale and redelivery of all Gas to third parties shall conform to all applicable regulations and tariffs of the CPUC. No Party shall take, or fail to take, any action that adversely affects, or could reasonably be expected to adversely affect, PG&E's or Stanpac's status before the Federal Energy Regulatory Commission or any successor agency, or otherwise affects the continuation of such other Party's, as applicable, "Hinshaw Exemption" under Section 1(c) of the Natural Gas Act, as amended.

## ARTICLE V.

### GAS QUALITY AND MEASUREMENT

Section 5.1 Operation and Maintenance of the System. Subject to this Section 5.1, Stanpac shall ensure the System is operated and maintained in good working condition at all times until the Expiration Date or the Termination Date. Stanpac shall be permitted, without incurring any liability to any Party under this Transportation Agreement, to interrupt the receipt, transportation, and delivery of Gas hereunder to perform necessary maintenance, repairs, alterations, testing, modifications, expansions, connections, or replacements to any portion of the System, including regular maintenance, planned outages, safety related work, and any change in Law impacting transportation service, pipeline or facility maintenance, safety related pressure reductions, overpressure risk reduction to avoid MAOP excursions, repair of first, second, or third party damage or pipeline rupture not caused by operator negligence, temporary pressure reductions related to pipeline damage or safety risks, and dig-ins (collectively, "Maintenance"), acting in all cases consistent with Good Utility Practice. Stanpac shall act consistent with Good Utility Practice to minimize the amount of time that the receipt, transportation, and delivery of Gas is interrupted or curtailed for Maintenance under this Transportation Agreement. "Maintenance" shall exclude any activity the need for which arises from the failure of Stanpac to operate and maintain the System consistent with Good Utility Practice.

Section 5.2 Compliance with Gas Quality Requirements. In complying with its obligations under this Transportation Agreement, including the delivery of Gas to any Point of Receipt, without limiting the generality of Section 4.2 (Law, Rules and Regulations), CPL shall, and shall cause any applicable Affiliate and applicable supplier of Gas to CPL or such Affiliate to, (a) comply with PG&E's Gas Rules, (b) comply with all Laws applicable to Gas that is received, transported, and delivered via the System pursuant to this Transportation Agreement, including all applicable quality specifications and tariffs, (c) ensure that Gas received, transported, and delivered pursuant to this Transportation Agreement can be accepted into the System without any compromise to operational safety or integrity, in Stanpac's opinion, and (d) ensure that Gas received, transported, and delivered pursuant to this Transportation Agreement was extracted from a stream of gas extracted beneath the surface of the Earth (collectively, "Gas Quality Requirements"). CPL acknowledges and agrees that, notwithstanding anything in this Transportation Agreement to the contrary, each of Stanpac and any Affiliate of Stanpac to whom Stanpac has subcontracted performance of Transportation Service pursuant to Section 3.1 retains the right unilaterally to take or cause to be taken whatever action it deems necessary to ensure compliance with all Gas Quality Requirements including, but not limited to, refusing Gas at a Designated Point of Receipt.

Section 5.3 Gas Pressure and Temperature. All Gas delivered by or on behalf of CPL to a Designated Point of Receipt shall be at sufficient pressure and temperature to enter the System, which pressure and temperature may be up to, but shall not exceed, the then-current MAOPs at such Designated Point of Receipt and at such Designated Point of Delivery.

Section 5.4 Equivalent Capacity. In the event that insufficient capacity is available to secure delivery of supplies for PG&E's core portfolio, CPL agrees that an amount of Gas equal to CPL's Carrying Capacity shall be made available to PG&E upon as much notice as reasonably possible under PG&E's Gas Rule 14, "Curtailment of Natural Gas Service," as it may be amended from time to time. In the event that CPL makes available to PG&E certain amounts of Gas pursuant to this Section 5.4, PG&E shall provide equivalent transportation capacity to CPL within six (6) months after such use on reasonable terms and conditions mutually agreeable to the Parties.

## ARTICLE VI.

### INDEMNIFICATION ; LIMITATION OF LIABILITY

Section 6.1 Indemnification. CPL shall indemnify, defend, and hold harmless each of PG&E and Stanpac and their respective directors, officers, employees, agents, contractors, attorneys, representatives, and Affiliates against any and all Claims to the extent arising out of (a) CPL's breach of its respective covenants, obligations, representations and warranties under this Transportation Agreement or (b) actions taken or caused to be taken pursuant to Section 5.2 (Compliance with Gas Quality Requirements) by Stanpac or any Affiliate of Stanpac to whom Stanpac has subcontracted performance of Transportation Service pursuant to Section 3.1. PG&E shall indemnify, defend, and hold harmless CPL and its respective directors, officers, employees, agents, contractors, attorneys, representatives, and Affiliates against any and all Claims to the extent arising out of PG&E's breach of its respective representations and warranties under Section 7.1 of this Transportation Agreement.

Section 6.2 Limitation of Liability. UNLESS EXPRESSLY HEREIN PROVIDED, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER SUCH LIABILITY OTHERWISE WOULD ARISE BY STATUTE, AT LAW, IN EQUITY, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE; PROVIDED, HOWEVER, THAT SUCH LIMITATIONS SHALL NOT RELIEVE OR LIMIT ANY LIABILITY A PARTY MAY HAVE UNDER SECTION 6.1 (INDEMNIFICATION) WITH RESPECT TO THIRD-PARTY CLAIMS FOR DAMAGES (WHICH FOR PURPOSES HEREOF SHALL BE DEEMED TO INCLUDE AMOUNTS PAID TO THIRD PARTIES AS A RESULT OF OR RELATING TO ENVIRONMENTAL LIABILITIES), DESTRUCTION OF PROPERTY, OR DEATH OF OR BODILY INJURY TO ANY PERSON, AND SUBJECT TO THE PROVISIONS OF SECTION 6.1 (INDEMNIFICATION), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES (INCLUDING THE LIMITATIONS OF LIABILITY AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES) (A) SHALL BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY (WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE); AND (B) SHALL APPLY IRRESPECTIVE OF WHETHER A PARTY OR ANY AFFILIATE THEREOF, OR ANY PARTNER, MEMBER, SHAREHOLDER, OFFICER, DIRECTOR, OR EMPLOYEE OF A PARTY OR AN AFFILIATE THEREOF, ASSERTS A THEORY OF LIABILITY UNDER STATUTE, AT LAW, IN EQUITY, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE.

## ARTICLE VII.

### REPRESENTATIONS AND WARRANTIES

Section 7.1 Representations and Warranties of the Parties. Each Party represents and warrants to the other Parties that, as of the Execution Date and the CPUC Approval Date:

(a) Such Party has all requisite corporate power and corporate authority to execute and deliver this Transportation Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Transportation Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action of such Party. No other corporate action or corporate proceeding on the part of such Party is necessary to authorize this Transportation Agreement or to consummate the transactions contemplated hereby. This Transportation Agreement has been duly executed and delivered by such Party. Assuming in each case the due authorization, execution and delivery by each other Party, this Transportation Agreement will constitute a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, as enforceability may be limited by Enforceability Exceptions.

(b) The execution, delivery and performance by such Party of this Transportation Agreement and the consummation by such Party of the transactions contemplated by this Transportation Agreement does not and will not, (i) conflict with, or result in any violation or breach of, any provision of the certificate of incorporation, bylaws, or other similar governing

documents of such Party, (ii) result in any failure to comply in all material respects with any Law to which such Party is subject or may be bound or (iii) conflict with, or result in any violation or breach of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit) under, require a consent or waiver under, require the payment of a penalty or increased liabilities, fees or the loss of a benefit under or result in the imposition of any Lien on such Party's assets under, any of the terms, conditions or provisions of any Contract to which such Party is a party or by which it or any of its properties or assets may be bound, except in the cases of clause (iii) where the violation, breach, conflict, default, acceleration or failure to give notice would not have a material adverse effect on such Party's ability to consummate the transactions contemplated hereby.

(c) Except for CPUC Approval, no material Permit, Action, concession of, notice to, or registration, declaration or filing with, any Governmental Entity is required by or with respect to such Party in connection with the execution, delivery and performance by such Party of this Transportation Agreement or the consummation of the transactions contemplated hereby.

## ARTICLE VIII.

### GENERAL PROVISIONS

Section 8.1 Governing Law. This Transportation Agreement and all other agreements, documents and instruments delivered pursuant hereto and incorporated herein, unless otherwise expressly provided therein, shall be governed by, and construed in accordance with, the substantive Laws of the State of California applicable to agreements made and to be performed entirely within such State, without reference to the conflicts of laws rules of such State.

#### Section 8.2 Dispute Resolution.

(a) Intent of the Parties. Except as provided in the next sentence, the sole procedure to resolve any controversy or Claim arising out of or relating to this Transportation Agreement is the dispute resolution procedure set forth in this Section 8.2. Any Party may seek a temporary restraining order, preliminary injunction, or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case the Parties nonetheless will continue to pursue resolution of the underlying dispute by means of the procedures specified in this Section 8.2.

#### (b) Management Negotiations.

(i) The Parties shall attempt in good faith to resolve any controversy or Claim arising out of or relating to this Transportation Agreement by prompt negotiations between each Party's authorized representative (each, a "Manager"). Any Manager may request a meeting (in person or telephonically) to initiate negotiations to be held within ten (10) Business Days of each Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) Business Days of the first meeting ("Initial Negotiation End Date"), or such other period to which the Managers may agree in writing, the Managers shall refer the matter to the designated senior officers of their respective companies ("Executive(s)"), who shall

have authority to settle the dispute. Within five (5) Business Days of the Initial Negotiation End Date (“Referral Date”), each Party shall provide the other Parties with notice confirming the referral and identifying the name and title of the Executive who will represent the Party.

(ii) Within five (5) Business Days of the Referral Date the Executives shall establish a mutually acceptable location and date, which date shall not be greater than thirty (30) calendar days from the Referral Date, to meet. After the initial meeting date, the Executives shall meet as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

(iii) All communications and writings exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process among the Parties.

(iv) If the matter is not resolved within forty-five (45) calendar days of the Referral Date (or within such other period to which the Executives may agree in writing), or if any Party receiving the written request to meet, pursuant to Section 8.2(b)(i) above, refuses or does not meet within the ten (10) Business Day period specified in Section 8.2(b)(i) above, any Party may initiate mediation of the controversy or claim according to the terms of the following Section 8.2(c).

(c) Mediation and Arbitration. If the dispute is not resolved by negotiation as set forth in Section 8.2(b) above, it shall be resolved at the request of any Party through a two-step dispute resolution process administered by JAMS. As the first step, the Parties agree to mediate any controversy before a mediator from the JAMS panel in San Francisco, California. Any Party may begin mediation by serving a written demand for mediation. The mediator shall not have the authority to require, and no Party may be compelled to engage in, any form of discovery prior to or in connection with the mediation. If within sixty (60) calendar days after service of a written demand for mediation (or within such other period to which the Parties to the dispute may agree in writing) (the “Mediation Period”), the mediation does not result in resolution of the dispute, then the controversy shall be settled by arbitration conducted by a retired judge or justice from the JAMS panel in San Francisco, California, administered by and in accordance with JAMS’s Commercial Arbitration Rules (“Arbitration”). The period commencing from the date of the written demand for mediation until the appointment of a mediator shall be included in the Mediation Period. Any mediator(s) and arbitrator(s) shall have no affiliation with, financial or other interest in, or prior employment with, any Party and shall be knowledgeable in the field of the dispute. Any Party may initiate arbitration by filing with JAMS a notice of intent to arbitrate within thirty (30) days after expiration of the Mediation Period.

(d) Arbitration Procedures.

(i) At the request of any Party, the arbitrator shall have the discretion to order depositions of witnesses upon good cause shown. Depositions shall be limited to a maximum of three (3) per Party and shall be held within thirty (30) days of delivery of a deposition notice or subpoena to the deponent. Additional depositions may be scheduled only to the extent the arbitrator deems such additional depositions relevant and appropriate. Each deposition shall be limited to a maximum of six (6) hours duration unless otherwise permitted by the arbitrator upon

good cause shown. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary and confidential information. The arbitrator shall also have discretion to order the Parties to exchange relevant documents and to answer interrogatories, each upon good cause shown.

(ii) The arbitrator shall have no authority to award punitive or exemplary damages or any other damages other than direct and actual damages and the other damages contemplated by this Transportation Agreement.

(iii) The arbitrator's award shall be made within nine (9) months of the filing of the notice of intention to arbitrate (demand) and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties, or by the arbitrator if the arbitrator deems it necessary. The Superior Court of the State of California, the County of San Francisco, or the County of Alameda, may enter judgment upon any award rendered by the arbitrator, and shall be the exclusive forum for doing so and for any motion to confirm or vacate the arbitrator's award. The Parties are aware of the decision in *Advanced Micro Devices, Inc. v. Intel Corp.*, 9 Cal. 4th 362 (1994), and, except as modified by this Transportation Agreement, intend to limit the power of the arbitrator to that of a Superior Court judge enforcing California Law. The prevailing Party in the arbitration shall be entitled to recover its costs and reasonable attorneys' fees incurred in the arbitration, including JAMS and arbitrator fees.

(iv) The arbitrator shall have the authority to grant dispositive motions prior to the commencement of or following the completion of discovery if the arbitrator concludes that there is no genuine dispute of material fact.

(v) Except as may be required by Law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all the Parties; rather, the Parties and the arbitrator shall treat the existence, content, and results of such arbitration as confidential in accordance with Section 4.3. The arbitrator shall consent to such confidential treatment prior to accepting the appointment. Notwithstanding the foregoing two sentences, the Parties may disclose the existence, content, and results of the arbitration as reasonably necessary in court filings relating to any petition to confirm or vacate the arbitrator's award, or to enter judgment thereon, provided that the Parties shall make reasonable efforts to ensure that any information that is otherwise confidential under Section 4.3 is filed under seal.

**Section 8.3 Entire Agreement; Amendment.** This Transportation Agreement and the other Transaction Documents constitute the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, agreements and understandings, whether written or oral, of the Parties. This Transportation Agreement may only be amended, modified or supplemented by mutual written agreement of the Parties.

**Section 8.4 No Waiver.** At any time a Party may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or

conditions contained herein. Any agreement on the part of a Party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. Such extension or waiver shall not be deemed to apply to any time for performance, inaccuracy in any representation or warranty, or noncompliance with any agreement or condition, as the case may be, other than that which is specified in the extension or waiver. A waiver by any Party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. The failure or delay of any Party to this Transportation Agreement to assert any of its rights under this Transportation Agreement or otherwise shall not constitute a waiver of such rights.

**Section 8.5    Force Majeure.** In the event any Party is rendered unable, wholly or in part, by Force Majeure to carry out its respective obligations under this Transportation Agreement it is agreed that, upon such Party giving notice and reasonably full particulars of such Force Majeure within a reasonable amount of time after the occurrence of the event or cause relied on, then the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, shall be suspended under this Transportation Agreement during the continuance of the inability then claimed; provided, any Party claiming Force Majeure shall use commercially reasonable efforts to eliminate or minimize the effects of such Force Majeure and shall continue to perform all non-excused obligations hereunder.

For purposes of this Transportation Agreement, “Force Majeure” means any event or cause beyond the reasonable control of the Party claiming Force Majeure, including, but not limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, acts of civil or military authority (including, but not limited to, any Governmental Entity), blockage, insurrection, riots, epidemics, pandemics, landslides, earth movement, lightning, earthquakes, fires, storms, floods, high water, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making repairs, alterations to machinery or lines of pipe, freezing lines of pipe; provided, the settlement of strikes or lockouts shall be entirely within the discretion of the Party having such labor difficulty, and the above requirement that a Party claiming Force Majeure shall use commercially reasonable efforts to eliminate or minimize the effects of such Force Majeure shall be deemed not to require the settlement of strikes or lockouts by acceding to the demands of the opposing parties to such strike or lockout when such course is inadvisable in the discretion of the Party having the difficulty.

For the avoidance of doubt, the Parties acknowledge and agree that “Force Majeure” shall also include (a) any requirement to (i) obtain servitudes, rights-of-way, grants, permits, certificates or licenses, (ii) furnish materials and supplies for the purpose of constructing or maintaining facilities, or (iii) secure permits, certificates, or permissions and (b) delays in acquiring, at reasonable cost and after the exercise of reasonable diligence, materials, supplies, permits, certificates, or permissions.

**Section 8.6    Further Assurances.** Subject to the express terms and conditions of this Transportation Agreement, each of the Parties shall use commercially reasonable efforts to perform such further acts as may be reasonably required to carry out the provisions hereof and the actions contemplated hereby.

**Section 8.7 Notice.** Any notice, request, instruction or other document to be given hereunder will be sent in writing and delivered personally, sent by reputable, overnight courier service (charges prepaid), sent by registered or certified mail, postage prepaid, or via email according to the instructions set forth below. Such notices will be deemed given: at the time delivered by hand, if personally delivered; one (1) Business Day after being sent, if sent by reputable, overnight courier service; at the time received, if sent by registered or certified mail; and if given by email, upon receipt by the receiving Party if such email is received prior to 5:00 p.m. local time on a Business Day or on the following Business Day if received after 5:00 p.m. local time or on a non-Business Day to the Parties' respective addresses set forth in Exhibit B, or to such other address or to the attention of such other Party that the recipient Party has specified by prior written notice to the sending Party in accordance with the foregoing.

**Section 8.8 No Third Party Beneficiaries.** Except as set forth in Section 6.1 (Indemnification), this Transportation Agreement is not intended, and shall not be deemed, to (a) confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns, (b) create any agreement of employment with any Person, or (c) otherwise create any third-party beneficiary hereto.

**Section 8.9 Binding Effect; Assignment.** This Transportation Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, personal representatives, successors and permitted assigns. Neither this Transportation Agreement nor any of the rights, interests or obligations under this Transportation Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of the other Parties, and any such assignment without such prior written consent shall be null and void; provided that, notwithstanding the foregoing, PG&E may assign its rights and/or obligations hereunder to any of its Affiliates or to any subsequent purchaser of Stanpac or all or substantially all of the assets comprising the Business, without the prior written consent of the other Parties hereto; provided further that no such assignment shall relieve PG&E of its obligations hereunder.

**Section 8.10 Severability.** If any term or other provision of this Transportation Agreement is held to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, (a) all other conditions and provisions of this Transportation Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions and other matters contemplated hereby is not affected in any manner adverse to any of the Parties and (b) upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Transportation Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions and other matters contemplated hereby are fulfilled to the extent possible.

**Section 8.11 Counterparts; Signature.** This Transportation Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Electronic copies of signatures, including but not limited to electronic signatures affixed through the use of secure digital encryption technology, such as DocuSign eSignature®, RightSignature®, etc., shall be deemed to be originals.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Transportation Agreement as of the Execution Date.

**STANDARD PACIFIC GAS LINE  
INCORPORATED**

By: Christine Cowser

Name: E. Christine Cowser

Title: President and Chief Executive Officer

**PACIFIC GAS AND ELECTRIC COMPANY**

By: Sumeet Singh

Name: Sumeet Singh

Title: Executive Vice President, Operations, and  
Chief Operations Officer

**CHEVRON PIPE LINE COMPANY**

By: Elena Gale  
Name: Elena Gale  
Title: Commercial Officer

**EXHIBIT A**

**POINT(S) OF RECEIPT AND DELIVERY**

<b>Point of Receipt</b>	<b>Meter ID</b>
Flatlands Meter Station	02806

<b>Point of Delivery</b>	<b>Service Address</b>	<b>Meter ID</b>
Chevron Richmond Refinery	841 Chevron Way, Richmond, CA 94801	10146979
		5563491X
		55634832

EXHIBIT B

NOTICE

<p><b>Chevron Pipe Line Company</b> 1400 Smith Street Houston, TX 77002 Attn: Head of Commercial Infrastructure Email: <a href="mailto:Brandon.Garner@chevron.com">Brandon.Garner@chevron.com</a></p> <p>Along with an email copy to:</p> <p><b>Chevron U.S.A. Inc.</b> 841 Chevron Way, Admin 200 Richmond, CA 94802 Attn: Director, Richmond Refinery Email: <a href="mailto:richmondrefinerylaw@chevron.com">richmondrefinerylaw@chevron.com</a></p>	
<p><b>Pacific Gas and Electric Company</b> 300 Lakeside Drive Oakland, CA 94612 Attn: Austin Hastings, Vice President, Gas Engineering Pacific Gas and Electric Company Email: <a href="mailto:Austin.Hastings@pge.com">Austin.Hastings@pge.com</a></p> <p>Along with an email copy to:</p> <p><b>Pacific Gas and Electric Company</b> 300 Lakeside Drive Oakland, CA 94612 Attn: Jonathan Pendleton Chief Counsel Pacific Gas and Electric Company Email: <a href="mailto:Jonathan.Pendleton@pge.com">Jonathan.Pendleton@pge.com</a></p>	<p><b>Standard Pacific Gas Line Incorporated</b> c/o Pacific Gas and Electric Company 300 Lakeside Drive Oakland, CA 94612 Attn: Christine Cowser, President and Chief Executive Officer Standard Pacific Gas Line Incorporated Email: <a href="mailto:Christine.Cowser@pge.com">Christine.Cowser@pge.com</a></p> <p>Along with an email copy to:</p> <p><b>Standard Pacific Gas Line Incorporated</b> c/o Pacific Gas and Electric Company 300 Lakeside Drive Oakland, CA 94612 Attn: Jonathan Pendleton Chief Counsel Pacific Gas and Electric Company Email: <a href="mailto:Jonathan.Pendleton@pge.com">Jonathan.Pendleton@pge.com</a></p>

# **EXHIBIT C**

**FIXED TERM INTER-UTILITY SERVICE AGREEMENT**  
**BY AND AMONG**  
**STANDARD PACIFIC GAS LINE INCORPORATED**  
**AND**  
**PACIFIC GAS AND ELECTRIC COMPANY**

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Exhibits

Exhibit A: Notice

## FIXED TERM INTER-UTILITY SERVICE AGREEMENT

This Fixed Term Inter-Utility Service Agreement (“IUA”) is made and entered into as of September 30, 2025 (“Execution Date”) by and among Pacific Gas and Electric Company, a California corporation (“PG&E”), and Standard Pacific Gas Line Incorporated, a California corporation (“Stanpac”). Stanpac and PG&E are sometimes referred to in this IUA individually as a “Party” and collectively as the “Parties”.

### RECITALS

WHEREAS, Stanpac is owned six-sevenths (6/7<sup>th</sup>) by PG&E and one-seventh (1/7<sup>th</sup>) by Chevron Pipe Line Company, a Delaware corporation (“CPL” and collectively with PG&E, the “Owners” and, each individually, an “Owner”);

WHEREAS, Stanpac is a “gas utility” as defined in the Public Utilities Code of the State of California and is subject to the jurisdiction of the CPUC (as defined herein) and applicable Laws (as defined herein) of the CPUC;

WHEREAS, PG&E is a “gas utility” as defined in the Public Utilities Code of the State of California and is subject to the jurisdiction of the CPUC and applicable Laws of the CPUC;

WHEREAS, Stanpac, PG&E, and CPL contemplate, as of the CPUC Approval Date, terminating that certain Stanpac System Management and Operating Agreement, dated March 28, 1996, as amended through that certain Amendment No. 1 dated January 5, 1998, pursuant to which Stanpac provides gas transportation service to the Owners;

WHEREAS, as of the Execution Date and concurrently with the execution and delivery of this IUA, Stanpac, CPL and PG&E are entering into that certain Stanpac Owner Gas Transportation Service Agreement (“Transportation Agreement”);

WHEREAS, pursuant to Section 3.1 of the Transportation Agreement, Stanpac is permitted to subcontract Transportation Service (as defined in the Transportation Agreement) to an Affiliate (as defined in the Transportation Agreement); and

WHEREAS, the Parties desire to set forth the terms and conditions that, following the CPUC Approval Date (as defined in the Transportation Agreement), will govern PG&E’s performance of Inter-Utility Service (as defined herein).

NOW THEREFORE, in consideration of the covenants, conditions, and agreements contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE I.

#### DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. For all purposes of this IUA, the following terms shall have the following respective meanings:

“Acceptable Modification” has the meaning set forth in Section 4.5.

“Actions” means any actions, suits, proceedings, claims, arbitrations, charges or investigations.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise; provided that, neither PG&E nor CPL shall be deemed to be an Affiliate of Stanpac and vice versa.

“Arbitration” has the meaning set forth in Section 8.2(c).

“Base Year” has the meaning set forth in Section 3.4(a)(i).

“Business” means the business of Stanpac as conducted by Stanpac.

“Business Day” means each day that is not a Saturday, Sunday or other day on which banking institutions located in Oakland, California are authorized or obligated by applicable Law or executive order to close.

“Change in Circumstance” has the meaning set forth in Section 4.5.

“Change in Circumstance Notice” has the meaning set forth in Section 4.5.

“Claim” or “Claims” means any and all claims, demands, lawsuits, actions, causes of action, obligations, debts, damages, costs, expenses, interest, attorneys’ fees, losses, liens, liabilities, assertions of right, proceedings, audits, examinations, investigations, or any other assertion of liability of any kind, name, subject matter, description or nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected, and whether based on contract, tort, statute, or any other theory of recovery.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any contract, agreement, mortgage, indenture, deed of trust, license, sublicense, lease, sublease, rate, tariff, covenant, plan, insurance policy or other agreement, instrument, arrangement, obligation, understanding or commitment, permit, concession or franchise, whether oral or written, expressed or implied.

“CPI Increase” has the meaning set forth in Section 3.4(a)(ii).

“CPL” has the meaning set forth in the Recitals.

“CPL’s Carrying Capacity” has the meaning set forth in the Transportation Agreement.

**“CPUC”** means the California Public Utilities Commission or its regulatory successor, as applicable.

**“CPUC Approval”** has the meaning set forth in the Transportation Agreement.

**“CPUC Approval Date”** has the meaning set forth in the Transportation Agreement.

**“Designated Point of Delivery”** has the meaning set forth in the Transportation Agreement.

**“Designated Point of Receipt”** has the meaning set forth in the Transportation Agreement.

**“Dollars”** or **“\$”** means United States Dollars.

**“Enforceability Exceptions”** shall mean (a) bankruptcy, insolvency and other Laws affecting creditors’ rights generally, and (b) the exercise of judicial discretion in accordance with general principles of equity.

**“Environment”** means all forms of fauna, flora, soil, surface or subsurface waters, land, ground, surface or subsurface strata, ambient air or any other environmental medium, and **“Environmental”** shall be construed as pertaining to the **“Environment”**.

**“Execution Date”** has the meaning set forth in the Preamble.

**“Executive(s)”** has the meaning set forth in Section 8.2(b)(i).

**“Expiration Date”** has the meaning set forth in Section 2.1.

**“Expiration Date for IUA”**, as used in the applicable invoice issued by PG&E to Stanpac, has the meaning set forth in Section 3.4(a)(iii).

**“Failure to Obtain CPUC Approval”** has the meaning set forth in the Transportation Agreement.

**“Force Majeure”** has the meaning set forth in Section 8.5.

**“Gas”** means any mixture of combustible and non-combustible gases used to produce heat by burning.

**“Gas Quality Requirements”** has the meaning set forth in Section 5.2.

**“Good Utility Practice”** means the practices, methods, techniques, standards, and acts that would be implemented, followed, or approved by a significant portion of the gas utility industry operating in the United States during the relevant time period, or any of the practices, methods, techniques, standards, 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 good business practices, reliability, safety and expedition. **“Good Utility Practice”** is not intended to require the optimum practice, method, technique, standard, or act to the exclusion of all others, but rather is intended to include any

acceptable practice, method, technique, standard, or act generally accepted in the applicable region of the United States.

“Governmental Entity” means any federal, state, local or other governmental, regulatory or administrative agency, governmental commission, department, board, subdivision, court, tribunal, or other governmental arbitrator, arbitral body or other authority with jurisdiction over the subject matter.

“Initial Negotiation End Date” has the meaning set forth in Section 8.2(b)(i).

“Inter-Utility Service” has the meaning set forth in Section 3.1.

“IUA” has the meaning set forth in the Recitals.

“JAMS” means JAMS, Inc. or its successor entity, a judicial arbitration and mediation service.

“Law” or “Laws” means any domestic or foreign national, federal, state, territorial, provincial or local laws (including the common law), constitutions, treaties, statutes, rules, regulations, ordinances, requirements, policies, directives, codes, judgments, injunctions, decrees, orders, or other binding action, or requirement of, any Governmental Entity.

“Lien” means any lien (including for Taxes), pledge, hypothecation, right of others, ownership interest of others, charge, claim, mortgage, security interest, encumbrance, lease, sublease, license, occupancy agreement, adverse claim or interest, easement, covenant, encroachment, burden, title defect, title retention agreement, voting trust agreement, interest, equity, option, right of first refusal, charge or other restrictions or limitations of any nature whatsoever, including such as may arise under any Contract.

“Manager” has the meaning set forth in Section 8.2(b)(i).

“Maintenance” has the meaning set forth in Section 5.1.

“MAE Notice” has the meaning set forth in Section 4.5.

“MAOP” means the maximum allowable operating pressure as defined under applicable Law.

“Material Adverse Effect” or “MAE” has the meaning set forth in Section 4.5.

“Mediation Period” has the meaning set forth in Section 8.2(c).

“Nomination” has the meaning set forth in the Transportation Agreement.

“Owner” or “Owners” has the meaning set forth in the Recitals.

“Party” or “Parties” has the meaning set forth in the Preamble.

**“Permits”** means all licenses, permits, franchises, registrations, approvals, authorizations, certifications, permissions, directives, qualifications, consents, waivers, exemptions, releases, variances or orders of, or filings, notices or recordings with, or issued by, any Governmental Entity.

**“Person”** means an individual or entity, including a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Entity.

**“PG&E”** has the meaning set forth in the Preamble.

**“PG&E’s Facilities”** means those portions of the System (as defined in the Transportation Agreement) owned and operated by PG&E.

**“PG&E’s Gas Rules”** means PG&E’s CPUC-approved gas rules applicable to the use of PG&E’s Facilities, including without limitation “PG&E’s Gas Rules” 1 and 21, each as amended or adopted from time to time.

**“Point of Delivery”** has the meaning set forth in the Transportation Agreement.

**“Point of Receipt”** has the meaning set forth in the Transportation Agreement.

**“Proposed Modification”** has the meaning set forth in Section 4.5.

**“Referral Date”** has the meaning set forth in Section 8.2(b)(i).

**“Stanpac”** has the meaning set forth in the Preamble.

**“Stanpac Transportation Fee”** has the meaning set forth in Section 3.4(a)(i).

**“System”** has the meaning set forth in the Transportation Agreement.

**“Stock Purchase Agreement”** means that certain Stock Purchase Agreement by and between PG&E and CPL, dated as of the Execution Date and executed concurrently with the other Transaction Documents and the Management Agreement.

**“Tax”** or **“Taxes”** means: (a) all taxes, however denominated, including any interest, penalties, criminal sanctions or additions to tax (including any underpayment penalties for insufficient estimated tax payments) or other additional amounts that may become payable in respect thereof (or in respect of any Tax Return), imposed by any Governmental Entity, including, without limiting the generality of the foregoing, all income, payroll and employment, liabilities for unlawful state aid or reduced tariff, base erosion anti-abuse, global intangible low-tax income, repatriation transition, withholding (including withholding in connection with amounts paid or owing to any employee, independent contractor, creditor, equity holder or other Person), unemployment insurance, social security (or similar), sales and use, escheat and unclaimed property, excise, franchise, gross receipts, occupation, real and personal property, stamp, value added, Transfer Taxes, profits or windfall profits, licenses in the nature of taxes, estimated, severance, duties (custom and others), workers’ compensation, premium, environmental (including taxes under Section 59A of the Code), disability, registration, alternative or add-on

minimum, estimated, possessory and any other taxes, fees, assessments, charges or obligations of the same or of a similar nature; (b) any liability for any amount described in clause (a) above whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, or otherwise through operation of Law; and (c) any liability for any amount described in clauses (a) or (b) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other Contract to indemnify any Person for taxes.

“Tax Returns” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Term” has the meaning set forth in Section 2.1.

“Termination Date” has the meaning set forth in Section 2.2.

“Transaction Documents” has the meaning set forth in the Transportation Agreement.

“Transfer Taxes” means all foreign, federal, state and local sales, use, transfer, documentary transfer, excise, value-added, goods or services, registration, recording, direct and indirect real estate transfer Tax, stamp, documentation or similar Taxes, but excluding any Taxes based on or attributable to gains arising by reason of the transactions contemplated by this IUA.

“Transportation Agreement” has the meaning set forth in the Recitals.

“Transportation Service” has the meaning set forth in the Transportation Agreement.

“Uncured Material Adverse Effect” has the meaning set forth in Section 4.5.

Section 1.2 Interpretation. The table of contents and headings contained in this IUA are for convenience of reference only and shall not affect in any way the meaning or interpretation of this IUA. The Parties have participated jointly in the negotiation and drafting of this IUA. In the event of an ambiguity or question of intent or interpretation arises, this IUA shall be construed as if drafted jointly by the Parties, and no presumption, no rule of strict construction and no burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this IUA. Whenever the context may require, any pronouns used in this IUA shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words “included,” “includes” or “including” (or any other tense or variation of the word “include”) in this IUA shall be deemed to be followed by the words “without limitation.” The use of the term “ordinary course of business” shall in all cases herein mean “ordinary course of business consistent with past practices.” When reference is made in this IUA to an article, section, schedule or exhibit, such reference shall be to an article, section, schedule or exhibit of this IUA unless otherwise indicated. The words “hereof,” and “hereunder” and words of similar import when used in this IUA shall refer to this IUA as a whole and not to any particular provision of this IUA. References to “or” will be deemed to be disjunctive but not necessarily exclusive (i.e., unless the context requires otherwise, “or” will be interpreted to mean “and/or” rather than “either/or”). References herein to any Person shall include

such Person's heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this Section 1.2 is intended to authorize any assignment or transfer not otherwise permitted by this IUA. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other item extends and shall not simply mean "if." If any action under this IUA is required to be done or taken on a day that is not a Business Day (including the giving of any notice) or if the period during which any action or notice is required expires on a date which is not a Business Day, then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next date which is a Business Day. No summary of this IUA prepared by either Party shall affect the meaning or interpretation of this IUA.

## ARTICLE II.

### CPUC APPROVAL; TERM; TERMINATION

Section 2.1 Effectiveness; Term. With the exception of Section 1.1 (Definitions), Section 1.2 (Interpretation), this Section 2.1 (Effectiveness; Term), Section 2.2 (Termination), Section 2.3 (Effect of Termination or Expiration; Survival), Section 4.3 (Confidentiality), and ARTICLE VII (Representations and Warranties), each of which shall be effective as of the Execution Date, the other provisions of this IUA shall not become effective unless and until CPUC Approval (as defined in the Transportation Agreement) is obtained, each of which shall be effective as of the CPUC Approval Date (as defined in the Transportation Agreement). The term of this IUA ("Term") shall commence on the Execution Date and shall continue to be in effect until the earlier of (a) termination of this IUA in accordance with the terms of this ARTICLE II; and (b) the occurrence of the twentieth (20<sup>th</sup>) anniversary of the CPUC Approval Date ("Expiration Date") whereupon the Term shall conclude and this IUA shall expire.

Section 2.2 Termination. This IUA may be terminated in accordance with this Section 2.2. If a Party exercises its right to terminate this IUA pursuant to this Section 2.2, the effective date of such termination is the date the termination notice is deemed delivered pursuant to Section 8.7 (Notice) (the "Termination Date").

(a) Either Party may terminate this IUA by providing written notice of termination to the other Party in the event of:

(i) a Failure to Obtain CPUC Approval (as defined in the Transportation Agreement);

(ii) an occurrence of an Uncured Material Adverse Effect;

(iii) a breach of Section 4.4 (Hinshaw Exemption) or a material breach of any provision of this IUA (other than Section 4.4), in each case by the other Party following (A) written notice to such other Party of the opportunity to cure such breach for a period of, in the case of a breach of Section 4.4, thirty (30) calendar days, and, in the case of a breach of any other provision of this IUA, ninety (90) calendar days, and (B) such other Party's failure to cure such breach by the applicable deadline; or

(iv) termination of the Transportation Agreement in accordance with its terms.

Section 2.3 Effect of Termination or Expiration; Survival. Upon its expiration or termination in accordance with the terms hereof, this IUA shall be of no further force or effect and the rights and obligations of each of Stanpac and PG&E hereunder shall terminate; provided that (a) Inter-Utility Service (as defined herein) shall cease as soon as reasonably practicable after the Expiration Date or the Termination Date to permit the Parties to clear any Gas imbalances, (b) nothing herein will relieve any Party from liability for any breach of any representation, warranty, covenant or agreement in this IUA prior to the Expiration Date or the Termination Date, and (c) the following provisions shall remain in full force and effect, to the extent such Sections were effective as of the Expiration Date or the Termination Date: Section 4.1 (Audit), Section 4.3 (Confidentiality), ARTICLE VI (Indemnification; Limitation of Liability), and ARTICLE VIII (General Provisions).

### ARTICLE III.

#### GAS TRANSPORTATION SERVICES

Section 3.1 Inter-Utility Service. Subject to and in accordance with the terms of this IUA, PG&E shall, at the request of Stanpac, provide Gas transportation service to Stanpac and permit Stanpac to utilize PG&E's Facilities (collectively, "Inter-Utility Service") for the purpose of enabling Stanpac to fulfill its obligation to provide Transportation Service to CPL under the Transportation Agreement; provided, in no event shall PG&E be obligated to receive, transport or deliver an amount of Gas pursuant to this IUA in excess of CPL's Carrying Capacity; provided further, for the avoidance of doubt, no Inter-Utility Service shall be performed until CPUC Approval has been obtained and the conditions set forth in Section 3.2 have been satisfied. PG&E shall provide Inter-Utility Service consistent with Good Utility Practice.

Section 3.2 Nomination; Points of Receipt and Delivery. PG&E shall not be obligated to perform the Inter-Utility Service unless and until Stanpac:

(a) submits to PG&E a Nomination received pursuant to and in accordance with the requirements of the Transportation Agreement; and

(b) CPL delivers or causes to be delivered the same amount of Gas to the Designated Point of Receipt pursuant to and in accordance with the requirements of the Transportation Agreement, in each case as set forth in the applicable Nomination.

Section 3.3 Additional Point(s) of Receipt. PG&E acknowledges and agrees that additional Point(s) of Receipt may be designated pursuant to the terms of the Transportation Agreement.

Section 3.4 Transportation Fee.

(a) Amount and Payment of Stanpac Transportation Fee.

(i) Following the CPUC Approval Date, and subject to the annual CPI Increase set forth in Section 3.4(a)(ii), Stanpac shall prepay to PG&E an annual amount of Eight Hundred Ninety-four Thousand One Hundred Forty-seven Dollars (\$894,147.00) (the “Stanpac Transportation Fee”) for Inter-Utility Service no later than April 1<sup>st</sup> of each calendar year, covering Inter-Utility Service to be provided during that calendar year. Further details on invoicing and payment are set forth in Section 3.4(a)(iii) and 3.4(a)(iv); provided, for the calendar year in which the CPUC Approval Date occurs (“Base Year”), such Stanpac Transportation Fee shall be pro-rated based upon the remaining number of days left in the Base Year and payment shall be due for the Base Year sixty (60) days following the CPUC Approval Date.

(ii) Notwithstanding the calendar year in which the CPUC Approval Date occurs, in order to account for inflation, beginning as of calendar year 2026, the Stanpac Transportation Fee shall be increased on an annual basis on January 1<sup>st</sup> of each calendar year based on the annual increase in the Consumer Price Index for All Urban Customers for the month of December of the calendar preceding year, as published by the U.S. Bureau of Labor Statistics (“CPI Increase”). No downward adjustment shall be applied; in such case, the Stanpac Transportation Fee in effect in the immediately prior calendar year shall continue unchanged for the applicable calendar year.

(iii) Stanpac shall pay the Stanpac Transportation Fee, as increased pursuant to Section 3.4(a)(ii), in accordance with the invoices issued by PG&E as described below. PG&E shall issue an invoice on an annual basis no later than March 14<sup>th</sup> of each year to Stanpac for each annual amount of the Stanpac Transportation Fee, as increased pursuant to Section 3.4(a)(ii). Each annual invoice shall include (A) applicable instructions for payment of the amount to PG&E, which shall be paid no later than April 1<sup>st</sup> of each calendar year pursuant to Section 3.4(a)(i), (B) the amount of the CPI Increase applied to the Stanpac Transportation Fee pursuant to Section 3.4(b)(ii), and (C) the date on which the Term will conclude and this IUA will expire in accordance with its terms, which shall be identified in such invoice as the “Expiration Date for IUA”.

(iv) In the event of an early termination of this IUA in accordance with Section 2.2 (Termination), the Stanpac Transportation Fee, as increased pursuant to Section 3.4(a)(ii), shall be pro-rated based on the number of days that Inter-Utility Service was provided during the applicable calendar year. Stanpac shall be entitled to a refund of any portion of the Stanpac Transportation Fee that was prepaid for Inter-Utility Service not rendered beyond the Termination Date. Any outstanding amounts due from Stanpac for Inter-Utility Service rendered prior to the Termination Date shall be deducted from the refund amount, if applicable.

## ARTICLE IV.

### OTHER OBLIGATIONS OF THE PARTIES

Section 4.1 Audit. Stanpac and its duly authorized representatives shall have access to the accounting records and other documents maintained by PG&E which relate to the Inter-Utility Service and shall have the right to audit such records at any reasonable time and within three (3) years after the applicable calendar month of the Inter-Utility Service subject to audit.

Section 4.2 Laws, Rules and Regulations. Each Party shall comply in all material respects with all Laws that are applicable to its performance under this IUA.

Section 4.3 Confidentiality. Each Party as of the Execution Date agrees that it will maintain this IUA, and all parts, contents and exhibits hereof, including all operational data obtained, in strict confidence, and that it will not cause or permit disclosure of same to any third party without the express written consent of the other Parties; provided, however, that disclosure by a Party is permitted in the event and to the extent that: (a) disclosure is required by any Governmental Entity exercising jurisdiction over the subject matter hereof, or as required by any Law (including any subpoena or civil discovery procedure); (b) disclosure is necessary to agents and contractors of PG&E for the proper prosecution of their work; (c) PG&E or Stanpac deems disclosure necessary to demonstrate the reasonableness of its actions to any duly authorized Governmental Entity including the CPUC or any division thereof, (d) disclosure is made in accordance with the terms of Section 8.2(d)(v); or (e) disclosure is otherwise agreed to by the Parties in writing.

Section 4.4 Hinshaw Exemption. All Gas subject to Inter-Utility Service shall be for use only within the State of California, and the sale and redelivery of all Gas to third parties shall conform to all applicable regulations and tariffs of the CPUC. Neither Party shall take, or fail to take, any action that adversely affects, or could reasonably be expected to adversely affect, the other Party's status before the Federal Energy Regulatory Commission or any successor agency, or otherwise affects the continuation of the other Party's "Hinshaw Exemption" under Section 1(c) of the Natural Gas Act, as amended.

Section 4.5 Regulatory Modification. If, at any time after the CPUC Approval Date, (a) the CPUC or any other Governmental Entity (i) issues a written decision, resolution, or order modifying, or requesting or proposing to substantively modify, this IUA (a "Proposed Modification"), (ii) takes any other action that does or is reasonably likely to regulate, restrain, or limit either Party's delivery, receipt, and/or transportation of Gas hereunder, or (b) there is a change in Law that is reasonably likely to regulate, restrain, or limit either Party's delivery, receipt, and/or transportation of Gas hereunder (any such action, together with any Proposed Modification, a "Change in Circumstance"), PG&E shall provide written notice to Stanpac within fifteen (15) Business Days of becoming aware of any Change in Circumstance (a "Change in Circumstance Notice"), which notice shall include a sufficiently detailed description of the Change in Circumstance, and a complete copy of any written communication from the CPUC or other Government Entity, as applicable, related to such Change in Circumstance. If either Party, in such Party's reasonable discretion, determines that a Change in Circumstance is or is reasonably likely to prevent such Party from acting in a commercially reasonable manner to fulfill the terms of, or receive the benefits of, this IUA (a "Material Adverse Effect"), such Party shall provide notice to the other Party within fifteen (15) Business Days following delivery of the relevant Change in Circumstance Notice (an "MAE Notice"). Following delivery of an MAE Notice, the Parties shall negotiate in good faith a modification or amendment to this IUA which (A) in the reasonable opinion of the Party claiming the existence of such Material Adverse Effect, resolves the relevant Material Adverse Effect and (B) in the reasonable opinion of the Parties, (1) is sustainable for both Parties, (2) materially preserves the balance of the benefits and burdens established hereunder, and (3) satisfies the Proposed Modification or otherwise complies with the relevant Change in Circumstance, as applicable (an "Acceptable Modification"). In the event (y) an MAE Notice is

not timely delivered hereunder or (z) the Parties mutually agree to an Acceptable Modification which, if such approval is required by Law for such Acceptable Modification to become effective, is approved by the CPUC or other relevant Governmental Entity in the form of a written decision, resolution, or order that has become final and non-appealable, then the Parties shall use commercially reasonable efforts to take any action, including modifying or amending this IUA, which may be reasonably necessary to satisfy the Proposed Modification or otherwise comply with the Change in Circumstance. Unless earlier required by the CPUC or any other Governmental Entity, in the event the Parties are unable to mutually agree to an Acceptable Modification within thirty (30) Business Days (or such other mutually agreed time period) of delivery of an MAE Notice (an “Uncured Material Adverse Effect”), then either Party may terminate this IUA in accordance with Section 2.2 (Termination).

## ARTICLE V.

### GAS QUALITY AND MEASUREMENT

Section 5.1 Operation and Maintenance of the System. Subject to this Section 5.1, PG&E shall ensure PG&E’s Facilities are operated and maintained in good working condition at all times until the Expiration Date or the Termination Date. PG&E shall be permitted, without incurring any liability to Stanpac under this IUA, to interrupt the receipt, transportation, and delivery of Gas hereunder to perform necessary maintenance, repairs, alterations, testing, modifications, expansions, connections, or replacements to any portion of PG&E’s Facilities, including regular maintenance, planned outages, safety related work, and any change in Law impacting transportation service, pipeline or facility maintenance, safety related pressure reductions, overpressure risk reduction to avoid MAOP excursions, repair of first, second, or third party damage or pipeline rupture not caused by operator negligence, temporary pressure reductions related to pipeline damage or safety risks, and dig-ins (collectively, “Maintenance”), acting in all cases consistent with Good Utility Practice. PG&E shall act consistent with Good Utility Practice to minimize the amount of time that the receipt, transportation, and delivery of Gas is interrupted or curtailed for Maintenance under this IUA. “Maintenance” shall exclude any activity the need for which arises from the failure of PG&E to operate and maintain PG&E’s Facilities consistent with Good Utility Practice.

Section 5.2 Compliance with Gas Quality Requirements. In complying with its obligations under this IUA, including the delivery of Gas to any Point of Receipt, without limiting the generality of Section 4.2 (Laws, Rules and Regulations), Stanpac shall, and shall cause CPL and any applicable suppliers of Gas thereto to, (a) comply with PG&E’s Gas Rules, (b) comply with all Laws applicable to Gas that is received, transported, and delivered via the System pursuant to this IUA, including all applicable quality specifications and tariffs, (c) ensure that Gas received, transported, and delivered pursuant to this IUA can be accepted into the System without any compromise to operational safety or integrity, in PG&E’s opinion, and (d) ensure that Gas received, transported, and delivered pursuant to this IUA was extracted from a stream of gas extracted beneath the surface of the Earth (collectively, “Gas Quality Requirements”). Stanpac acknowledges and agrees that, notwithstanding anything in this IUA to the contrary, PG&E retains the right unilaterally to take or cause to be taken whatever action it deems necessary to ensure compliance with all Gas Quality Requirements including, but not limited to, refusing Gas at a Designated Point of Receipt.

Section 5.3 Gas Pressure and Temperature. All Gas delivered by or on behalf of Stanpac to a Designated Point of Receipt shall be at sufficient pressure and temperature to enter the System, which pressure and temperature may be up to, but shall not exceed, the then-current MAOPs at such Designated Point of Receipt and at such Designated Point of Delivery.

## ARTICLE VI.

### INDEMNIFICATION ; LIMITATION OF LIABILITY

Section 6.1 Indemnification. Stanpac shall indemnify, defend, and hold harmless PG&E and its respective directors, officers, employees, agents, contractors, attorneys, representatives, and Affiliates against any and all Claims to the extent arising out of (a) Stanpac's breach of its respective covenants, obligations, representations and warranties under this IUA or (b) actions taken or caused to be taken pursuant to Section 5.2 (Compliance with Gas Quality Requirements) by PG&E. PG&E shall indemnify, defend, and hold harmless Stanpac and its respective directors, officers, employees, agents, contractors, attorneys, representatives, and Affiliates against any and all Claims to the extent arising out of PG&E's breach of its respective representations and warranties under Section 7.1 of this IUA.

Section 6.2 Limitation of Liability. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER SUCH LIABILITY OTHERWISE WOULD ARISE BY STATUTE, AT LAW, IN EQUITY, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE; PROVIDED, HOWEVER, THAT SUCH LIMITATIONS SHALL NOT RELIEVE OR LIMIT ANY LIABILITY A PARTY MAY HAVE UNDER SECTION 6.1 (INDEMNIFICATION) WITH RESPECT TO THIRD-PARTY CLAIMS FOR DAMAGES (WHICH FOR PURPOSES HEREOF SHALL BE DEEMED TO INCLUDE AMOUNTS PAID TO THIRD PARTIES AS A RESULT OF OR RELATING TO ENVIRONMENTAL LIABILITIES), DESTRUCTION OF PROPERTY, OR DEATH OF OR BODILY INJURY TO ANY PERSON, AND SUBJECT TO THE PROVISIONS OF SECTION 6.1 (INDEMNIFICATION), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES (INCLUDING THE LIMITATIONS OF LIABILITY AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES) (A) SHALL BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF EITHER PARTY (WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE); AND (B) SHALL APPLY IRRESPECTIVE OF WHETHER A PARTY OR ANY AFFILIATE THEREOF, OR ANY PARTNER, MEMBER, SHAREHOLDER, OFFICER, DIRECTOR, OR EMPLOYEE OF A PARTY OR AN AFFILIATE THEREOF, ASSERTS A THEORY OF LIABILITY UNDER STATUTE, AT LAW, IN EQUITY, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE.

## ARTICLE VII.

### REPRESENTATIONS AND WARRANTIES

Section 7.1 Representations and Warranties of the Parties. Each Party represents and warrants to the other Party that, as of the Execution Date and the CPUC Approval Date:

(a) Such Party has all requisite corporate power and corporate authority to execute and deliver this IUA, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery and performance of this IUA, and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action of such Party. No other corporate action or corporate proceeding on the part of such Party is necessary to authorize this IUA or to consummate the transactions contemplated hereby. This IUA has been duly executed and delivered by such Party. Assuming in each case the due authorization, execution and delivery by the other Party, this IUA will constitute a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, as enforceability may be limited by Enforceability Exceptions.

(b) The execution, delivery and performance by such Party of this IUA and the consummation by such Party of the transactions contemplated by this IUA does not and will not, (i) conflict with, or result in any violation or breach of, any provision of the certificate of incorporation, bylaws, or other similar governing documents of such Party, (ii) result in any failure to comply in all material respects with any Law to which such Party is subject or may be bound or (iii) conflict with, or result in any violation or breach of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit) under, require a consent or waiver under, require the payment of a penalty or increased liabilities, fees or the loss of a benefit under or result in the imposition of any Lien on such Party's assets under, any of the terms, conditions or provisions of any Contract to which such Party is a party or by which it or any of its properties or assets may be bound, except in the cases of clause (iii) where the violation, breach, conflict, default, acceleration or failure to give notice would not have a material adverse effect on such Party's ability to consummate the transactions contemplated hereby.

(c) Except for CPUC Approval, no material Permit, Action, concession of, notice to, or registration, declaration or filing with, any Governmental Entity is required by or with respect to such Party in connection with the execution, delivery and performance by such Party of this IUA or the consummation of the transactions contemplated hereby.

## ARTICLE VIII.

### GENERAL PROVISIONS

Section 8.1 Governing Law. This IUA and all other agreements, documents and instruments delivered pursuant hereto and incorporated herein, unless otherwise expressly provided therein, shall be governed by, and construed in accordance with, the substantive Laws of the State of California applicable to agreements made and to be performed entirely within such State, without reference to the conflicts of laws rules of such State.

## Section 8.2 Dispute Resolution.

(a) Intent of the Parties. Except as provided in the next sentence, the sole procedure to resolve any controversy or Claim arising out of or relating to this IUA is the dispute resolution procedure set forth in this Section 8.2. Either Party may seek a temporary restraining order, preliminary injunction, or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case the Parties nonetheless will continue to pursue resolution of the underlying dispute by means of the procedures specified in this Section 8.2.

### (b) Management Negotiations.

(i) The Parties shall attempt in good faith to resolve any controversy or Claim arising out of or relating to this IUA by prompt negotiations between each Party's authorized representative (each, a "Manager"). Any Manager may request a meeting (in person or telephonically) to initiate negotiations to be held within ten (10) Business Days of each Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) Business Days of the first meeting ("Initial Negotiation End Date"), or such other period to which the Managers may agree in writing, the Managers shall refer the matter to the designated senior officers of their respective companies ("Executive(s)"), who shall have authority to settle the dispute. Within five (5) Business Days of the Initial Negotiation End Date ("Referral Date"), each Party shall provide the other Party with notice confirming the referral and identifying the name and title of the Executive who will represent the Party.

(ii) Within five (5) Business Days of the Referral Date the Executives shall establish a mutually acceptable location and date, which date shall not be greater than thirty (30) calendar days from the Referral Date, to meet. After the initial meeting date, the Executives shall meet as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

(iii) All communications and writings exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process among the Parties.

(iv) If the matter is not resolved within forty-five (45) calendar days of the Referral Date (or within such other period to which the Executives may agree in writing), or if the Party receiving the written request to meet, pursuant to Section 8.2(b)(i) above, refuses or does not meet within the ten (10) Business Day period specified in Section 8.2(b)(i) above, either Party may initiate mediation of the controversy or claim according to the terms of the following Section 8.2(c).

(c) Mediation and Arbitration. If the dispute is not resolved by negotiation as set forth in Section 8.2(b) above, it shall be resolved at the request of either Party through a two-step dispute resolution process administered by JAMS. As the first step, the Parties agree to mediate any controversy before a mediator from the JAMS panel in San Francisco, California. Either Party may begin mediation by serving a written demand for mediation. The mediator shall not have the authority to require, and neither Party may be compelled to engage in, any form of

discovery prior to or in connection with the mediation. If within sixty (60) calendar days after service of a written demand for mediation (or within such other period to which the Parties to the dispute may agree in writing) (the “Mediation Period”), the mediation does not result in resolution of the dispute, then the controversy shall be settled by arbitration conducted by a retired judge or justice from the JAMS panel in San Francisco, California, administered by and in accordance with JAMS’s Commercial Arbitration Rules (“Arbitration”). The period commencing from the date of the written demand for mediation until the appointment of a mediator shall be included in the Mediation Period. Any mediator(s) and arbitrator(s) shall have no affiliation with, financial or other interest in, or prior employment with, either Party and shall be knowledgeable in the field of the dispute. Either Party may initiate arbitration by filing with JAMS a Notice of intent to arbitrate within thirty (30) days after expiration of the Mediation Period.

(d) Arbitration Procedures.

(i) At the request of either Party, the arbitrator shall have the discretion to order depositions of witnesses upon good cause shown. Depositions shall be limited to a maximum of three (3) per Party and shall be held within thirty (30) days of delivery of a deposition notice or subpoena to the deponent. Additional depositions may be scheduled only to the extent the arbitrator deems such additional depositions relevant and appropriate. Each deposition shall be limited to a maximum of six (6) hours duration unless otherwise permitted by the arbitrator upon good cause shown. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary and confidential information. The arbitrator shall also have discretion to order the Parties to exchange relevant documents and to answer interrogatories, each upon good cause shown.

(ii) The arbitrator shall have no authority to award punitive or exemplary damages or any other damages other than direct and actual damages and the other damages contemplated by this IUA.

(iii) The arbitrator’s award shall be made within nine (9) months of the filing of the notice of intention to arbitrate (demand) and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties, or by the arbitrator if the arbitrator deems it necessary. The Superior Court of the State of California, the County of San Francisco, or the County of Alameda, may enter judgment upon any award rendered by the arbitrator, and shall be the exclusive forum for doing so and for any motion to confirm or vacate the arbitrator’s award. The Parties are aware of the decision in *Advanced Micro Devices, Inc. v. Intel Corp.*, 9 Cal. 4th 362 (1994), and, except as modified by this IUA, intend to limit the power of the arbitrator to that of a Superior Court judge enforcing California Law. The prevailing Party in the arbitration shall be entitled to recover its costs and reasonable attorneys’ fees incurred in the arbitration, including JAMS and arbitrator fees.

(iv) The arbitrator shall have the authority to grant dispositive motions prior to the commencement of or following the completion of discovery if the arbitrator concludes that there is no genuine dispute of material fact.

(v) Except as may be required by Law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written

consent of the other Party; rather, the Parties and the arbitrator shall treat the existence, content, and results of such arbitration as confidential in accordance with Section 4.3. The arbitrator shall consent to such confidential treatment prior to accepting the appointment. Notwithstanding the foregoing two sentences, the Parties may disclose the existence, content, and results of the arbitration as reasonably necessary in court filings relating to any petition to confirm or vacate the arbitrator's award, or to enter judgment thereon, provided that the Parties shall make reasonable efforts to ensure that any information that is otherwise confidential under Section 4.3 is filed under seal.

**Section 8.3 Entire Agreement; Amendment.** This IUA and the other Transaction Documents constitute the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, agreements and understandings, whether written or oral, of the Parties. This IUA may only be amended, modified or supplemented by mutual written agreement of the Parties.

**Section 8.4 No Waiver.** At any time a Party may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Party hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a Party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. Such extension or waiver shall not be deemed to apply to any time for performance, inaccuracy in any representation or warranty, or noncompliance with any agreement or condition, as the case may be, other than that which is specified in the extension or waiver. A waiver by either Party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. The failure or delay of either Party to assert any of its rights under this IUA or otherwise shall not constitute a waiver of such rights.

**Section 8.5 Force Majeure.** In the event either Party is rendered unable, wholly or in part, by Force Majeure to carry out its respective obligations under this IUA it is agreed that, upon such Party giving notice and reasonably full particulars of such Force Majeure within a reasonable amount of time after the occurrence of the event or cause relied on, then the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, shall be suspended under this IUA during the continuance of the inability then claimed; provided, the Party claiming Force Majeure shall use commercially reasonable efforts to eliminate or minimize the effects of such Force Majeure and shall continue to perform all non-excused obligations hereunder.

For purposes of this IUA, "Force Majeure" means any event or cause beyond the reasonable control of the Party claiming Force Majeure, including, but not limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, acts of civil or military authority (including, but not limited to, any Governmental Entity), blockage, insurrection, riots, epidemics, pandemics, landslides, earth movement, lightning, earthquakes, fires, storms, floods, high water, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for making repairs, alterations to machinery or lines of pipe, freezing lines of pipe; provided, the settlement of strikes or lockouts shall be entirely within the discretion of the Party having such labor difficulty, and the above requirement that a Party claiming Force Majeure shall use commercially reasonable efforts

to eliminate or minimize the effects of such Force Majeure shall be deemed not to require the settlement of strikes or lockouts by acceding to the demands of the opposing parties to such strike or lockout when such course is inadvisable in the discretion of the Party having the difficulty.

For the avoidance of doubt, the Parties acknowledge and agree that "Force Majeure" shall also include (a) any requirement to (i) obtain servitudes, rights-of-way, grants, permits, certificates or licenses, (ii) furnish materials and supplies for the purpose of constructing or maintaining facilities, or (iii) secure permits, certificates, or permissions and (b) delays in acquiring, at reasonable cost and after the exercise of reasonable diligence, materials, supplies, permits, certificates, or permissions.

**Section 8.6 Further Assurances.** Subject to the express terms and conditions of this IUA, each Party shall use commercially reasonable efforts to perform such further acts as may be reasonably required to carry out the provisions hereof and the actions contemplated hereby.

**Section 8.7 Notice.** Any notice, request, instruction or other document to be given hereunder will be sent in writing and delivered personally, sent by reputable, overnight courier service (charges prepaid), sent by registered or certified mail, postage prepaid, or via email according to the instructions set forth below. Such notices will be deemed given: at the time delivered by hand, if personally delivered; one (1) Business Day after being sent, if sent by reputable, overnight courier service; at the time received, if sent by registered or certified mail; and if given by email, upon receipt by the receiving Party if such email is received prior to 5:00 p.m. local time on a Business Day or on the following Business Day if received after 5:00 p.m. local time or on a non-Business Day to the Parties' respective addresses set forth in Exhibit A, or to such other address or to the attention of such other Party that the recipient Party has specified by prior written notice to the sending Party in accordance with the foregoing.

**Section 8.8 No Third Party Beneficiaries.** Except as set forth in Section 6.1 (Indemnification), this IUA is not intended, and shall not be deemed, to (a) confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns, (b) create any agreement of employment with any Person, or (c) otherwise create any third-party beneficiary hereto.

**Section 8.9 Binding Effect; Assignment.** This IUA shall inure to the benefit of and be binding upon the Parties and their respective heirs, personal representatives, successors and permitted assigns. Neither this IUA nor any of the rights, interests or obligations under this IUA may be assigned or delegated, in whole or in part, by operation of law or otherwise by either Parties without the prior written consent of the other Party, and any such assignment without such prior written consent shall be null and void; provided that, notwithstanding the foregoing, PG&E may assign its rights and/or obligations hereunder to any of its Affiliates or to any subsequent purchaser of Stanpac or all or substantially all of the assets comprising the Business, without the prior written consent of the other Party hereto; provided further that no such assignment shall relieve PG&E of its obligations hereunder.

**Section 8.10 Severability.** If any term or other provision of this IUA is held to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, (a) all other conditions and provisions of this IUA shall nevertheless remain in full force and effect so long as the

economic or legal substance of the transactions and other matters contemplated hereby is not affected in any manner adverse to any of the Parties and (b) upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this IUA so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions and other matters contemplated hereby are fulfilled to the extent possible.

**Section 8.11 Counterparts; Signature.** This IUA may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Electronic copies of signatures, including but not limited to electronic signatures affixed through the use of secure digital encryption technology, such as DocuSign eSignature®, RightSignature®, etc., shall be deemed to be originals.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties hereto have duly executed this IUA as of the Execution Date.

**STANDARD PACIFIC GAS LINE  
INCORPORATED**

By: Christine Cowser

Name: E. Christine Cowser

Title: President and Chief Executive Officer

**PACIFIC GAS AND ELECTRIC COMPANY**

By: Sumeet Singh

Name: Sumeet Singh

Title: Executive Vice President, Operations, and  
Chief Operations Officer

EXHIBIT A

NOTICE

<p><b>Pacific Gas and Electric Company</b> 300 Lakeside Drive Oakland, CA 94612 Attn: Austin Hastings, Vice President, Gas Engineering Pacific Gas and Electric Company Email: <a href="mailto:Austin.Hastings@pge.com">Austin.Hastings@pge.com</a></p> <p>Along with an email copy to: <b>Pacific Gas and Electric Company</b> 300 Lakeside Drive Oakland, CA 94612 Attn: Jonathan Pendleton Chief Counsel Pacific Gas and Electric Company Email: <a href="mailto:Jonathan.Pendleton@pge.com">Jonathan.Pendleton@pge.com</a></p>	<p><b>Standard Pacific Gas Line Incorporated</b> c/o Pacific Gas and Electric Company 300 Lakeside Drive Oakland, CA 94612 Attn: Christine Cowser, President and Chief Executive Officer Standard Pacific Gas Line Incorporated Email: <a href="mailto:Christine.Cowser@pge.com">Christine.Cowser@pge.com</a></p> <p>Along with an email copy to: <b>Standard Pacific Gas Line Incorporated</b> c/o Pacific Gas and Electric Company 300 Lakeside Drive Oakland, CA 94612 Attn: Jonathan Pendleton Chief Counsel Pacific Gas and Electric Company Email: <a href="mailto:Jonathan.Pendleton@pge.com">Jonathan.Pendleton@pge.com</a></p>
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## **EXHIBIT D**

**STOCK PURCHASE AGREEMENT  
BY AND AMONG  
PACIFIC GAS AND ELECTRIC COMPANY  
and  
CHEVRON PIPE LINE COMPANY**

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Exhibits

Exhibit A: Form of Stock Power

## STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of September 30, 2025 (“Execution Date”), by and among Pacific Gas and Electric Company, a California corporation (“Purchaser” or “PG&E”), and Chevron Pipe Line Company, a Delaware corporation (“Seller” or “CPL” and, together with Purchaser, each a “Party” and, collectively, the “Parties”).

### RECITALS

WHEREAS, Seller is the record owner of two hundred (200) shares of common stock (the “CPL Shares”) of Standard Pacific Gas Line Incorporated, a California corporation (the “Company”), and Purchaser is the record owner of one thousand two hundred (1,200) shares of common stock of the Company, such shares collectively constituting all of the issued and outstanding shares of capital stock of the Company;

WHEREAS, the Company is a “gas utility” as defined in the Public Utilities Code of the State of California and is subject to the jurisdiction of the CPUC (as defined herein) and applicable Laws (as defined herein) of the CPUC;

WHEREAS, as of the Execution Date and concurrently with the execution and delivery of this Agreement, PG&E, CPL, and the Company are entering into that certain Stanpac Management Agreement (the “Management Agreement”);

WHEREAS, as of the Execution Date and concurrently with the execution and delivery of this Agreement, PG&E, CPL, and the Company are entering into that certain Stanpac Owner Gas Transportation Service Agreement (the “Transportation Agreement”);

WHEREAS, as of the Execution Date and concurrently with the execution and delivery of this Agreement, PG&E and the Company are entering into that certain Fixed Term Inter-Utility Service Agreement (the “IUA”); and

WHEREAS, upon the terms and subject to the conditions contained in this Agreement, Purchaser desires to purchase from Seller, and Seller desires to sell, transfer and deliver to Purchaser, all of the CPL Shares.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I

#### DEFINITIONS

Section 1.1 Definitions. For all purposes of this Agreement, the following terms shall have the following respective meanings:

**“Actions”** means any actions, suits, proceedings, claims, arbitrations, charges or investigations.

**“Affiliate”** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise; provided that neither Seller nor Purchaser shall be deemed to be an Affiliate of the Company and vice versa.

**“Agreement”** has the meaning set forth in the Preamble.

**“Ancillary Documents”** means, collectively, the Stock Power, the Management Agreement, the Transportation Agreement, the IUA, the Asset Purchase Agreement, and any other agreements, instruments and certificates delivered pursuant to ARTICLE VI.

**“Asset Purchase Agreement”** means that certain Asset Purchase Agreement by and between PG&E and the Company, dated as of the Execution Date and executed concurrently with the other Transaction Documents and the Management Agreement.

**“Board Matter”** means any matter that has been discussed with or disclosed to the Board of Directors of the Company prior to the date of each representation and warranty made by the Seller pursuant to ARTICLE III.

**“Business”** means the business of the Company as conducted by the Company.

**“Business Day(s)”** means each day that is not a Saturday, Sunday or other day on which banking institutions located in Oakland, California are authorized or obligated by applicable Law or executive order to close.

**“Claim”** has the meaning set forth in Section 9.1(a).

**“Closing”** has the meaning set forth in Section 2.2.

**“Closing Date”** has the meaning set forth in Section 2.2.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Company”** has the meaning set forth in the Recitals.

**“Company Parties”** has the meaning set forth in Section 9.1(a).

**“Contract”** means any contract, agreement, mortgage, indenture, deed of trust, license, sublicense, lease, sublease, rate, tariff, covenant, plan, insurance policy or other agreement, instrument, arrangement, obligation, understanding or commitment, permit, concession or franchise, whether oral or written, expressed or implied.

**“CPL Shares”** has the meaning set forth in the Recitals.

**“CPL Share Certificate”** has the meaning set forth in Section 2.4.

**“CPUC”** means the California Public Utilities Commission or its regulatory successor, as applicable.

**“CPUC Application”** means a formal, written request, in the form of one or more filings by PG&E and/or the Company with the CPUC, requesting approval by the CPUC of the Transaction Documents (as defined herein) and the transactions contemplated therein, to the extent required by Law.

**“CPUC Approval”** has the meaning set forth in the Transportation Agreement.

**“CPUC Approval Date”** has the meaning set forth in the Transportation Agreement.

**“Deductible Amount”** has the meaning set forth in Section 7.2(b).

**“Dispute Period”** has the meaning set forth in Section 7.5(b).

**“Dollars”** or “§” means United States Dollars.

**“Effective Time”** has the meaning set forth in Section 2.2.

**“Enforceability Exceptions”** shall mean (a) bankruptcy, insolvency and other Laws affecting creditors’ rights generally, and (b) the exercise of judicial discretion in accordance with general principles of equity.

**“Execution Date”** has the meaning set forth in the Preamble.

**“Fraud”** means intentional fraud committed by or on behalf of Seller with respect to any of the representations and warranties made by Seller in this Agreement or any of the Ancillary Documents.

**“Governmental Entity”** means any federal, state, local or other governmental, regulatory or administrative agency, governmental commission, department, board, subdivision, court, tribunal, or other governmental arbitrator, arbitral body or other authority with jurisdiction over the subject matter.

**“Indemnified Party”** means the Party seeking indemnification under this Agreement.

**“Indemnifying Party”** means the Party from whom indemnification is sought under this Agreement, which shall be either Purchaser, on the one hand, or Seller, on the other hand.

**“IUA”** has that meaning set forth in the Recitals.

**“Knowledge of the Seller”** means all facts that Seller knows, or would reasonably be expected to know, after making due inquiry of the consultants, advisors, employees, officers, directors and representatives of Seller that are reasonably likely to have knowledge with respect to the matter at issue.

**“Law”** means any domestic or foreign national, federal, state, territorial, provincial or local laws (including the common law), constitutions, treaties, statutes, rules, regulations, ordinances, requirements, policies, directives, codes, judgments, injunctions, decrees, orders, or other binding action, or requirement of, any Governmental Entity.

**“Liabilities”** means any and all liabilities and obligations of every kind, character and description, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or determinable, choate or inchoate, asserted or unasserted, known or unknown.

**“Lien”** means any lien (including for Taxes), pledge, hypothecation, right of others, ownership interest of others, charge, claim, mortgage, security interest, encumbrance, lease, sublease, license, occupancy agreement, adverse claim or interest, easement, covenant, encroachment, burden, title defect, title retention agreement, voting trust agreement, interest, equity, option, right of first refusal, charge or other restrictions or limitations of any nature whatsoever, including such as may arise under any Contract.

**“Loss”** and **“Losses”** means losses, Liabilities, Taxes, damages, interest, awards, judgments, settlement payments, penalties, fines, costs, fees and expenses, including costs of investigation, court and regulatory filing fees, court costs, arbitrations fees or costs, witness fees and reasonable attorneys’ and accountants’ fees and expenses; provided, however that “Losses” shall not include any punitive damages or exemplary damages (other than to the extent any such damages are payable in connection with a Third Party Claim).

**“Management Agreement”** has the meaning set forth in the Recitals.

**“Permits”** means all licenses, permits, franchises, registrations, approvals, authorizations, certifications, permissions, directives, qualifications, consents, waivers, exemptions, releases, variances or orders of, or filings, notices or recordings with, or issued by, any Governmental Entity.

**“Person”** means an individual or entity, including a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Entity.

**“Pre-Closing Period”** has the meaning set forth in Section 5.1.

**“Process”** means to perform any operation or set of operations on any data, information, material, work, expression or other content, including: receipt, collection, processing, monitoring, creation, organization, structuring, storage, adaptation or alteration, retrieval, transfer, analysis, disclosure, dissemination, retention, protection, transfer, use, and destruction. “Processing” and “Processed” have correlative meanings.

**“Protections”** has the meaning set forth in Section 9.1(c).

**“Purchase Price”** means One Dollar (\$1.00).

**“Purchaser”** has the meaning set forth in the Preamble.

**“Purchaser Fundamental Representations”** means the representations and warranties set forth in Section 4.1 (Organization, Standing and Power), Section 4.2 (Authority; Binding Agreement), Section 4.3(a) (No Conflict) and Section 4.5 (Brokers; Fees).

**“Purchaser Indemnified Parties”** has the meaning set forth in Section 7.2(a).

**“Purchaser Material Adverse Effect”** has the meaning set forth in Section 4.1.

**“Released Claims”** has the meaning set forth in Section 9.1(a).

**“Securities Act”** means the United States Securities Act of 1933, as amended.

**“Seller”** has the meaning set forth in the Preamble.

**“Seller Fundamental Representations”** means Section 3.1 (Organization, Standing and Power), Section 3.2 (Authority; Binding Agreement), Section 3.3(a) (No Conflict), Section 3.4 (Title to CPL Shares) and Section 3.8 (Brokers; Fees).

**“Seller Indemnified Parties”** has the meaning set forth in Section 7.3.

**“Seller Material Adverse Effect”** has the meaning set forth in Section 3.1.

**“Seller Taxes”** means (a) Taxes of, imposed on or assessed against Seller, or for which Seller is liable; or (b) Seller’s allocable portion of Taxes imposed on the Company or with respect to the Business, for all taxable periods (or portions thereof) ending on or prior to the Closing Date.

**“Seller Parties”** has the meaning set forth in Section 9.1(a).

**“Stanpac System”** means the gas transmission pipeline system owned by Stanpac as of the Execution Date, including all station and facility equipment and transmission and distribution pipelines.

**“Stock Power”** has the meaning set forth in Section 2.4.

**“System”** has the meaning set forth in the Transportation Agreement.

**“Tax”** or **“Taxes”** means: (a) all taxes, however denominated, including any interest, penalties, criminal sanctions or additions to tax (including any underpayment penalties for insufficient estimated tax payments) or other additional amounts that may become payable in respect thereof (or in respect of any Tax Return), imposed by any Governmental Entity, including, without limiting the generality of the foregoing, all income, payroll and employment, liabilities for unlawful state aid or reduced tariff, base erosion anti-abuse, global intangible low-tax income, repatriation transition, withholding (including withholding in connection with amounts paid or owing to any employee, independent contractor, creditor, equity holder or other Person), unemployment insurance, social security (or similar), sales and use, escheat and unclaimed property, excise, franchise, gross receipts, occupation, real and personal property, stamp, value added, Transfer Taxes, profits or windfall profits, licenses in the nature of taxes, estimated, severance, duties (custom and others), workers’ compensation, premium, environmental (including taxes under Section 59A of the Code), disability, registration, alternative or add-on

minimum, estimated, possessory and any other taxes, fees, assessments, charges or obligations of the same or of a similar nature; (b) any liability for any amount described in clause (a) above whether as a result of transferee liability, of being a member of an affiliated, consolidated, combined or unitary group for any period, or otherwise through operation of Law; and (c) any liability for any amount described in clauses (a) or (b) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other Contract to indemnify any Person for taxes.

“Tax Returns” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Third Party Claim” has the meaning set forth in Section 7.4(a).

“Third Party Claim Dispute Period” has the meaning set forth in Section 7.4(b).

“Transaction Documents” means, collectively (a) this Agreement, (b) the Transportation Agreement, (c) the IUA, and (d) the Asset Purchase Agreement.

“Transfer Taxes” means all foreign, federal, state and local sales, use, transfer, documentary transfer, excise, value-added, goods or services, registration, recording, direct and indirect real estate transfer Tax, stamp, documentation or similar Taxes, but excluding any Taxes based on or attributable to gains arising by reason of the transactions contemplated by this Agreement.

“Transportation Agreement” has the meaning set forth in the Recitals.

## ARTICLE II

### PURCHASE AND SALE OF SHARES; CLOSING

Section 2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase and acquire from Seller, all of the CPL Shares, free and clear of all Liens, except for applicable restrictions on transfer of securities under Law.

Section 2.2 Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall occur on: (a) a date to be specified by Purchaser no less than ten (10) Business Days following the satisfaction and/or waiver of all conditions to Closing set forth in ARTICLE VI (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at or prior to the Closing); or (b) the date on which the conditions in Section 2.4(a)(ii)(B) or (C) shall have been satisfied. The Closing shall take place remotely by exchange of executed documents or in such other manner as the Parties may mutually agree in writing. The date on which the Closing actually occurs shall be referred to as the “Closing Date.” The Closing will be deemed effective as of 11:59 p.m. (Eastern time) on the Closing Date (the “Effective Time”).

Section 2.3 Purchase Price. On the terms and subject to the conditions set forth in this Agreement, at the Closing, and in exchange for the receipt of the CPL Shares, Purchaser shall pay

and deliver to Seller the Purchase Price by wire transfer of immediately available funds to an account designated by Seller in writing; provided, if Seller fails to deliver Seller's account information for such wire transfer in writing to Purchaser by the fifth (5<sup>th</sup>) Business Day following the satisfaction and/or waiver of all conditions to Closing set forth in ARTICLE VI (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at or prior to the Closing), Purchaser shall have the right to deliver the Purchase Price to Seller in such form of payment as Purchaser may determine, including by cash or check, by reputable, overnight courier service (charges prepaid).

Section 2.4 Transfer Mechanics. As of the Execution Date and concurrently with the execution and delivery of this Agreement, and to secure the obligation of Seller to Purchaser to deliver the CPL Shares upon the satisfaction of the conditions to Closing set forth herein, Seller has delivered to Purchaser:

(a) (i) an original certificate representing all of the CPL Shares (the "CPL Share Certificate") and (ii) an undated stock power in the form attached hereto as Exhibit A (the "Stock Power") duly executed by Seller, in each case which will be held in escrow by Purchaser and automatically released from escrow to Purchaser upon the earliest to occur of (A) the time of the Closing of the purchase and sale under this Agreement, (B) in the event Purchaser reasonably determines that all of the conditions to Closing have been satisfied, other than those that are to be satisfied by any action of Seller and which Seller has failed, been unable to, or refused to satisfy, on such date of the determination by Purchaser of the satisfaction or deemed satisfaction of those conditions by the Seller, or (C) in the event Seller has taken any action or inaction on or after the Execution Date that is reasonably likely to interfere with, delay or impede the ability of the Closing to occur, including by commencing or being subject to any action related to insolvency, dissolution, winding up, an assignment for the benefit of creditors, bankruptcy or similar action, upon the date of such a determination by Purchaser of the occurrence of such action or inaction; and

(b) an IRS Form W-9 duly executed by Seller.

In furtherance of the foregoing, Seller hereby irrevocably appoints and constitutes Purchaser as its true and lawful attorney-in-fact and exclusive agent, with full power in Seller's name and on Seller's behalf to act according to the terms of this Agreement and in general to do or refrain from doing all things and to perform all acts including, without limitation, dating the Stock Power and executing and delivering any other agreements, certificates, receipts, instructions, or instruments contemplated by this Agreement in connection with the transfer and delivery of the CPL Shares. The foregoing powers and rights granted by Seller to Purchaser are irrevocable and coupled with an interest.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF SELLER AND REGARDING THE COMPANY

As a material inducement to Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser as of the Execution Date and as of the Closing as follows:

**Section 3.1 Organization, Standing and Power.** Seller (a) is a corporation organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, (b) has all requisite power and authority to own, lease, license and operate its properties and assets and to carry on its business as now being conducted, and (c) is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which the character of the properties and assets it owns, operates, leases or subleases or the nature of its activities makes such qualification necessary, except for those jurisdictions where the failure to be so qualified, licensed or in good standing has not had and would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Seller's ability to consummate the transactions contemplated by, and discharge its obligations under, this Agreement (a "Seller Material Adverse Effect").

**Section 3.2 Authority; Binding Agreement.** Seller has all requisite corporate power and authority to execute and deliver this Agreement and the Ancillary Documents to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the Ancillary Documents to which Seller is a party, and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action of Seller. No other corporate action or corporate proceeding on the part of Seller is necessary to authorize this Agreement or any Ancillary Document to which it is a party or to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Seller, and each Ancillary Document to which Seller is a party, when executed and delivered by Seller, will be duly executed and delivered by Seller. Assuming in each case the due authorization, execution and delivery by each other party hereto and thereto, this Agreement constitutes, and each Ancillary Document to which Seller is a party when executed will constitute, a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as enforceability may be limited by the Enforceability Exceptions.

**Section 3.3 No Conflict; Required Filings and Consents.**

(a) **No Conflict.** The execution, delivery and performance by Seller of this Agreement and the Ancillary Documents to which it is a party do not, and the consummation by Seller of the transactions contemplated by this Agreement and the Ancillary Documents to which it is a party does not and will not, (i) conflict with, or result in any violation or breach of, any provision of the certificate of incorporation or bylaws of Seller, (ii) result in any failure to comply in any material respect with any Law to which Seller is subject or may be bound or (iii) conflict with, or result in any violation or breach of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit) under, require a consent or waiver under, require the payment of a penalty or increased liabilities, fees or the loss of a benefit under or result in the imposition of any Lien on Seller's assets under, any of the terms, conditions or provisions of any Contract to which Seller is a party or by which it or any of its properties or assets may be bound, except in the cases of clause (iii) where the violation, breach, conflict, default, acceleration or failure to give notice would not have a Seller Material Adverse Effect.

(b) **Required Filings and Consents.** Except for CPUC Approval, no material Permit, Action, concession of, notice to, or registration, declaration or filing with, any Governmental Entity is required by or with respect to Seller in connection with the execution,

delivery and performance by Seller of this Agreement and the Ancillary Documents to which it is a party or the consummation of the transactions contemplated hereby and thereby.

Section 3.4 Title to CPL Shares. (a) Seller owns good and valid title to all of the CPL Shares, free and clear of any and all Liens (other than any Lien arising under any Ancillary Document), and (b) upon delivery of the CPL Shares to Purchaser on the Closing Date in accordance with this Agreement and upon Purchaser's payment to Seller of the Purchase Price in accordance with Section 2.3(a), the entire legal and beneficial interest in the CPL Shares and good, valid and marketable title to the CPL Shares, free and clear of all Liens, will pass to Purchaser.

Section 3.5 Litigation. Except for any Board Matter, to the Knowledge of Seller, there are no Actions pending or threatened against Seller or the Company which (a) would have an adverse effect on Seller's ownership of the CPL Shares or affect any of the transactions contemplated by this Agreement, at law or in equity, or (b) is or would reasonably be materially adverse to the Company. Except for any Board Matter, to the Knowledge of the Seller, there are no facts or circumstances existing that would reasonably be expected to result in any such Action.

Section 3.6 No Undisclosed Liabilities. Except for any Board Matter, to the Knowledge of Seller, the Company has no liabilities or obligations, whether known, absolute, accrued, contingent or otherwise and whether due or to become due, none of which constitute a breach of Contract, warranty, tort, infringement claim or lawsuit, and (b) liabilities incurred in the ordinary course of business consistent with past practices that do not and would not exceed One Million Dollars (\$1,000,000.00) in the aggregate.

Section 3.7 Compliance With Laws. Except for any Board Matter, to the Knowledge of Seller, (a) the Company is, and since January 1, 2022 has been, in compliance in all material respects with all Laws applicable to it or its Business, properties or assets and (b) since January 1, 2022, neither the Company, nor any directors, managers, officers of the Company (nor any employee or Person acting for or on behalf of any of the foregoing, including but not limited to agents, representatives, consultants, subcontractors, suppliers, partners, brokers, professional service providers and customers) has violated any applicable money laundering or anti-terrorism Law or regulation, nor have any of them otherwise taken any action which would cause the Company to be in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any Law of similar effect, including any domestic or foreign laws that relate to commercial bribery. Except for any Board Matter, to the Knowledge of Seller, since January 1, 2022, the Company has not received any communication in writing or orally from any Governmental Entity or any other Person (including internal whistleblowers) of any actual or alleged violation, breach or noncompliance with any such Laws.

Section 3.8 Brokers; Fees. No agent, broker, investment banker, financial advisor or other firm or Person is or shall be entitled, as a result of any action, agreement or commitment of Seller or any of its respective Affiliates, to any broker's, finder's, financial advisor's or other similar fee or commission in connection with any of the transactions contemplated by this Agreement or the Ancillary Documents.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

As a material inducement to Seller to enter into this Agreement, Purchaser represents and warrants to Seller as of the Execution Date and as of the Closing Date as follows:

**Section 4.1 Organization, Standing and Power.** Purchaser (a) is a corporation organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, (b) has all requisite power and authority to own, lease, license and operate its properties and assets and to carry on its business as now being conducted, and (c) is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which the character of the properties and assets it owns, operates, leases or subleases or the nature of its activities makes such qualification necessary, except for those jurisdictions where the failure to be so qualified, licensed or in good standing has not had and would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Purchaser's ability to consummate the transactions contemplated by, and discharge its obligations under, this Agreement (a "Purchaser Material Adverse Effect").

**Section 4.2 Authority; Binding Agreement.** Purchaser has all requisite corporate power and authority to execute and deliver this Agreement and the Ancillary Documents to which it is a party, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the Ancillary Documents to which Purchaser is a party, and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action of Purchaser. No other corporate action or corporate proceeding on the part of Purchaser is necessary to authorize this Agreement or any Ancillary Document to which it is a party or to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Purchaser, and each Ancillary Document to which Purchaser is a party, when executed and delivered by Purchaser, will be duly executed and delivered by Purchaser. Assuming in each case the due authorization, execution and delivery by each other party hereto and thereto, this Agreement constitutes, and each Ancillary Document to which Purchaser is a party when executed will constitute, a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by the Enforceability Exceptions.

**Section 4.3 No Conflict; Required Filings and Consents.**

**(a) No Conflict.** The execution, delivery and performance by Purchaser of this Agreement and the Ancillary Documents to which it is a party do not, and the consummation by Purchaser of the transactions contemplated by this Agreement and the Ancillary Documents to which it is a party does not and will not, (i) conflict with, or result in any violation or breach of, any provision of the certificate of incorporation or bylaws of Purchaser, (ii) result in any failure to comply in all material respects with any Law to which Purchaser is subject or may be bound or (iii) conflict with, or result in any violation or breach of, or constitute (with or without notice or lapse of time, or both) a default (or give rise to a right of termination, cancellation, modification or acceleration of any obligation or loss of any benefit) under, require a consent or waiver under, require the payment of a penalty or increased liabilities, fees or the loss of a benefit under or result

in the imposition of any Lien on Purchaser's assets under, any of the terms, conditions or provisions of any Contract to which Purchaser is a party or by which it or any of its properties or assets may be bound, except in the cases of clause (iii) where the violation, breach, conflict, default, acceleration or failure to give notice would not have a material adverse effect on Purchaser's ability to consummate the transactions contemplated hereby.

(b) Required Filings and Consents. Except for CPUC Approval, no material Permit, Action, concession of, notice to, or registration, declaration or filing with, any Governmental Entity is required by or with respect to Purchaser in connection with the execution, delivery and performance by Purchaser of this Agreement and the Ancillary Documents to which it is a party or the consummation of the transactions contemplated hereby and thereby.

Section 4.4 Investment Purpose. Purchaser is acquiring the CPL Shares solely for the purpose of investment and not with a view to, or for offer or sale in connection with, any distribution thereof other than in compliance with all Laws, including United States federal securities laws. Purchaser agrees that the CPL Shares may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act and any applicable state securities laws, except pursuant to an exemption from such registration under the Securities Act and such laws.

Section 4.5 Brokers; Fees. No agent, broker, investment banker, financial advisor or other firm or Person is or shall be entitled, as a result of any action, agreement or commitment of Purchaser or any of its Affiliates, to any broker's, finder's, financial advisor's or other similar fee or commission in connection with any of the transactions contemplated by this Agreement.

## ARTICLE V

### COVENANTS

Section 5.1 Preservation of CPL Shares. Except with the prior written consent of Purchaser in its sole discretion, during the period from the Execution Date of this Agreement through the Closing Date or the earlier termination of this Agreement in accordance with Article VIII (Termination) (the "Pre-Closing Period"), Seller shall not, and shall not attempt to, sell, assign, lease, transfer or otherwise dispose of, or mortgage, pledge or subject to any Lien (other than any Lien arising under any Ancillary Document), the CPL Shares. Any transfer made by Seller in contravention of this Agreement shall be null and void and of no effect whatsoever, and no purported transferee of such transfer shall have any rights under this Agreement or otherwise. Seller agrees, to ensure compliance with the transfer restrictions referred to in this Agreement, that the Company may issue appropriate "stop transfer" instructions and that, if the Company serves as transfer agent with respect to its own securities, it may make appropriate notations to the same effect in its records. The Company will not be required (a) to transfer on its books any CPL Shares that have been transferred or disposed of in violation of this Agreement; or (b) to treat as owner of such CPL Shares, or to accord the right to vote or pay dividends to, any purported transferee to whom such CPL Shares have been so transferred or attempted to be so transferred. The Company shall also place such legend or legends on the CPL Shares Certificate with respect to the transfer restrictions contained in this Agreement as it may determine to be necessary or advisable.

## Section 5.2 Notices, Consents and Regulatory Approvals.

(a) Prior to the Closing, the Parties will use their commercially reasonable efforts to give all notices required to be given and to obtain those consents, approvals or authorizations of any third parties (other than any notices to or consents, approvals, or authorizations of any Governmental Entity, including the CPUC, which shall be governed, as applicable, by Sections 5.2(b) through 5.2(e)), in each case, that are required in connection with the transactions contemplated by this Agreement; provided, notice to or consent, approval, or authorization of a Governmental Entity other than the CPUC that is required to be given or obtained in connection with the transactions contemplated by this Agreement shall be governed, as applicable, by Sections 5.2(b) through 5.2(e), *mutatis mutandis*.

(b) PG&E shall prepare, direct and control all aspects of the Parties' and Company's efforts to provide notice to or obtain the consent, approval, or authorization of any Governmental Entity with respect to the transactions contemplated by this Agreement, including the CPUC Application and the Parties' and Company's efforts to obtain CPUC Approval, including controlling the draft CPUC Application and any related documents and communications, the strategy for obtaining CPUC Approval and coordinating the overall development of the positions to be taken and the regulatory actions to be requested in, and taken in connection with, any filing or communication with the CPUC and intervenors in connection with the transactions contemplated hereby.

(c) Without limiting the generality of Section 5.2(b), the Parties shall, and cause their respective Affiliates to, cooperate in good faith to promptly prepare and submit any filings, notices, reports, written communications and other documents and information reasonably required to be filed to effect the CPUC Application and shall use commercially reasonable efforts to take or cause to be taken all actions, and do or cause to be done all things in order to obtain CPUC Approval including, in each case, (i) promptly supplying the other Party with any information or documents which may be required to effectuate such filings, (ii) promptly submitting any additional information, documents, or other written communications which may be reasonably required by the CPUC or intervenors, and (iii) coordinating with the other Party in making such filings or submitting information, documents, or other written communications pursuant to and in connection with the foregoing that may be necessary, proper, or advisable, in PG&E's sole discretion, in order to obtain CPUC Approval.

(d) Unless prohibited by applicable Law or by the CPUC, (i) neither Seller nor its representatives or Affiliates shall participate in or attend any meeting, or engage in any substantive discussion with the CPUC (including any member of the CPUC staff) and intervenors in respect of this Agreement or the transactions contemplated hereby without providing prior notice of any such meeting or discussion to Purchaser and allowing Purchaser to attend such meeting or discussion; and (ii) Seller shall promptly provide Purchaser copies of all correspondence, filings, and communications between it and its Affiliates, on the one hand, and the CPUC (including any member of the CPUC's staff), on the other hand, with respect to this Agreement or the transactions contemplated hereby.

(e) (i) Purchaser and Seller shall not, nor shall Purchaser or Seller agree to, directly or indirectly through one or more of their respective Affiliates, take or refrain from taking any action with the intent to or that is reasonably likely to, in each case, prevent, adversely affect,

materially impair, or materially delay the ability of the Parties to consummate the transactions contemplated hereby or obtain CPUC Approval; and (ii) CPL shall not, nor shall CPL agree to, directly or indirectly through one or more of its Affiliates, take or refrain from taking any action with the intent to or that is reasonably likely to, in each case, impose any material conditions binding on Purchaser or the Company following the Closing. Any breach of this Section 5.2(e) by an Affiliate of Purchaser or Seller shall be deemed a breach of this Section 5.2(e) by Purchaser or Seller, as applicable.

**Section 5.3 Notice of Certain Events.**

(a) During the Pre-Closing Period, (i) Purchaser and Seller shall promptly advise each other of the written threat or commencement of any Action known to such Party that challenges or may affect the validity of this Agreement or the ability of such Party to consummate the transactions contemplated by this Agreement and (ii) if either Party becomes aware of any event, fact or condition or nonoccurrence of any event, fact or condition that would reasonably be expected to result in the failure of any condition set forth in ARTICLE VI, then such Party shall promptly provide the other Party with a written description of such event, fact or condition or nonoccurrence of any event, fact or condition.

(b) No notification or communication made by any Party pursuant to this Section 5.3 shall modify or otherwise affect in any manner the (i) rights, interests or obligations of the Parties arising under or related to this Agreement, (ii) representations, warranties, covenants or agreements of the Parties or (iii) the conditions to the obligations of the Parties under this Agreement and shall not be deemed to cure any related breaches of representations, warranties, covenants or agreements contained in this Agreement, nor shall the failure of any Party to take any action with respect to such notice be deemed a waiver of any such breach or breaches.

**Section 5.4 Litigation Support.** Following the Closing, in the event and for so long as Purchaser or the Company is actively contesting or defending against any Action brought by a third party in connection with (a) any transaction contemplated by this Agreement or any Ancillary Document or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction involving the Company on or prior to the Closing Date, Seller shall reasonably cooperate with Purchaser, the Company and their respective counsel in such contest or defense, and provide such testimony and access to its non-privileged books and records as may be reasonably requested in connection with such contest or defense, at the sole cost and expense of the Company or Purchaser (unless the Company or Purchaser is entitled to indemnification therefor under ARTICLE VII, in which case the costs and expense shall be borne by the Indemnifying Party as set forth in ARTICLE VII). Notwithstanding the foregoing, this Section 5.4 shall not apply to Actions with respect to which the Parties are in dispute as to whether a Party has an obligation to provide indemnification under ARTICLE VII. Seller, at the sole cost and expense of the Company or Purchaser (unless the Company or Purchaser is entitled to indemnification therefor under ARTICLE VII, in which case the costs and expense shall be borne by the Indemnifying Party as set forth in ARTICLE VII), also agrees to comply with its obligations under Section 5.2 with respect to any new or subsequent regulatory approval process that Purchaser reasonably determines may be necessary or desirable to complete the transactions contemplated by this Agreement as a result of any third party Action, the passage of time or otherwise.

**Section 5.5 Further Assurances.** During the Pre-Closing Period and following the Closing, subject to the express terms and conditions of this Agreement and the Ancillary Documents, each of the Parties shall use commercially reasonable efforts to perform such further acts as may be reasonably required to carry out the provisions hereof and the actions contemplated hereby. Each Party shall, on or prior to the Closing Date, subject to the express terms and conditions of this Agreement and the Ancillary Documents, use its commercially reasonable efforts to fulfill or obtain the fulfillment of the conditions precedent to the consummation of the transactions contemplated hereby, including the execution and delivery of any documents, certificates, instruments or other papers that are reasonably required for the consummation of the transactions contemplated hereby.

**Section 5.6 Public Announcement; Confidentiality.**

(a) Seller will not issue or cause the publication of any press release or other public announcement with respect to this Agreement or the transactions contemplated hereby without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that nothing herein will prohibit Seller from (i) issuing or causing publication of any such press release or public announcement without the prior written consent of Purchaser to the extent that such disclosure is, upon advice of counsel, required by applicable Law, including federal securities laws, or the applicable rules of the New York Stock Exchange or any listing agreement, in which case Seller will, if practicable in the circumstances, use reasonable efforts to allow Purchaser reasonable time to comment on such release or announcement in advance of its issuance, or (ii) making any public statement or disclosure to the extent such public statement or disclosure was previously made in accordance with, or was permitted by, this Section 5.6(a).

(b) From and after the Execution Date, Seller shall maintain, and shall cause its Affiliates to maintain, in confidence any information, written or oral, it or they may have relating to the Company, the Business, the Stanpac System, or the System, including this Agreement and the transactions contemplated hereby, whether such information remains in or comes into their possession after the Execution Date, and such information shall not be disclosed or used by Seller or its Affiliates for any purpose, unless such information is (i) otherwise publicly available through no breach by Seller or its Affiliates of this Section 5.6(b) or (ii) disclosure is required by any Governmental Entity exercising jurisdiction over the subject matter hereof, or as required by any Law (including any subpoena or civil discovery procedure), or (iii) disclosure is otherwise agreed to by the Parties in writing. In the event that Seller or any of its representatives becomes legally compelled to disclose any such information or documents as referred to in this paragraph, Seller shall, to the extent permissible pursuant to applicable Law and reasonably practicable, provide Purchaser with prompt written notice before such disclosure, sufficient to enable Purchaser either to seek a protective order, at its expense, or other appropriate remedy preventing or prohibiting such disclosure (and Seller shall, at Purchaser's sole cost and expense, reasonably cooperate with Purchaser in seeking any such protective order or other appropriate remedy) or to waive compliance with the provisions of this Section 5.6(b) or both. In the event that such protective order or other appropriate remedy is not obtained, Seller shall furnish only that portion of such information or documents that has been legally compelled and shall exercise its commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such disclosed documents or information.

(c) Purchaser agrees that it will not cause or permit disclosure of this Agreement to any third party without the written consent of Seller; provided, however, that disclosure by Purchaser is permitted in the event and to the extent that: (a) disclosure is required by any Governmental Entity exercising jurisdiction over the subject matter hereof, or as required by any Law (including any subpoena or civil discovery procedure); (b) disclosure is necessary to agents and contractors of Purchaser for the proper prosecution of their work; and (c) Purchaser deems disclosure necessary to demonstrate the reasonableness of its actions to any duly authorized Governmental Entity including the CPUC or any division thereof.

## ARTICLE VI

### CONDITIONS TO CLOSING

Section 6.1 Conditions to Obligations of Seller and Purchaser. The respective obligations of each of Seller and Purchaser to effect the Closing and consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, if permitted by applicable Law, waiver by the Party for whose benefit such condition exists), at the Closing, of the following conditions:

(a) there shall not be in effect any order, ruling (including by temporary restraining order or preliminary or permanent injunction) or charge of, or any other Law enacted by, a Governmental Entity restraining, enjoining or otherwise prohibiting or restricting the consummation of the transactions contemplated by this Agreement;

(b) no Action shall have been instituted, and no regulation or legislation shall have been proposed by any Person that is not a Party or an Affiliate of any Party to restrain, enjoin or otherwise prohibit, or to obtain damages in respect of or which is related to this Agreement or the consummation of the transactions contemplated hereby;

(c) CPUC Approval shall have been obtained or waived by the CPUC or the relevant Governmental Entity; and

(d) either (i) the occurrence of the twentieth (20<sup>th</sup>) anniversary of the CPUC Approval Date or (ii) the Transportation Agreement shall have terminated in accordance with its terms.

Section 6.2 Conditions to Obligations of Purchaser. The obligation of Purchaser to effect the Closing and consummate the transactions contemplated by this Agreement is further subject to the satisfaction (or waiver by Purchaser), at or prior to the Closing, of the following conditions:

(a) (i) each of the Seller Fundamental Representations shall be true and correct in all respects as of the Execution Date and at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date (except to the extent such representations and warranties shall have been expressly made as of an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date), and (ii) each of the other representations and warranties made by Seller in this Agreement shall be true and correct, disregarding all qualifications or limitations as to “materiality”, “in all material

respects”, “Seller Material Adverse Effect”, or any similar term or phrase set forth therein, as of the Execution Date and at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date (except to the extent that any of such representations and warranties shall have been expressly made as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifications or limitations as to “materiality”, “in all material respects”, “Seller Material Adverse Effect”, or any similar term or phrase set forth therein, as of such earlier date), except to the extent that the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect;

(b) Seller shall have performed and complied with, in all material respects, all of its covenants and agreements hereunder that are required to be performed or complied with at or prior to the Closing;

(c) Seller shall have delivered to Purchaser a certificate dated as of the Closing Date and executed by Seller to the effect that the conditions specified in Section 6.2(a) and Section 6.2(b), above have been satisfied;

(d) Seller shall have been deemed to have delivered the CPL Shares Certificate and an executed Stock Power to Purchaser, in accordance with the terms of Section 2.4;

(e) Seller shall have complied with all of its obligations under the Ancillary Agreements; and

(f) Seller shall have delivered or caused to be delivered to Purchaser:

(i) any original books and records of the Company in Seller's possession; and

(ii) a duly executed IRS Form W-9 completed by Seller.

**Section 6.3 Conditions to Obligations of Seller.** The obligation of Seller to effect the Closing and consummate the transactions contemplated by this Agreement is further subject to the satisfaction (or waiver by Seller), at or prior to the Closing, of the following conditions:

(a) (i) each of the Purchaser Fundamental Representations shall be true and correct in all respects as of the Execution Date and at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date (except to the extent such representations and warranties shall have been expressly made as of an earlier date, in which case such representations and warranties shall have been true and correct in all respects as of such earlier date), and (ii) each of the other representations and warranties made by Purchaser in this Agreement shall be true and correct, disregarding all qualifications or limitations as to “materiality”, “in all material respects”, “Purchaser Material Adverse Effect”, or any similar term or phrase set forth therein, as of the date hereof and at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date (except to the extent that any of such representations and warranties shall have been expressly made as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifications or limitations as to “materiality”, “in all material respects”, “Purchaser Material

Adverse Effect", or any similar term or phrase set forth therein, as of such earlier date), except to the extent that the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Purchaser Material Adverse Effect;

(b) Purchaser shall have performed or complied with, in all material respects, all of its covenants and agreements hereunder that are required to be performed or complied with at or prior to the Closing; and

(c) Purchaser shall have delivered to Seller a certificate dated as of the Closing Date and executed by an officer of Purchaser to the effect that the conditions specified in Section 6.3(a) and Section 6.3(b) above have been satisfied.

**Section 6.4 Frustration of Closing Conditions.** Neither Purchaser, on the one hand, nor Seller, on the other hand, may rely on the failure of any condition set forth in ARTICLE VI, to be satisfied if such failure was caused by such Party's failure to comply with its obligations to consummate the transactions contemplated by this Agreement as required by and subject to the express terms of this Agreement or resulted from any intentional action by such Party designed to cause a failure of such condition.

## ARTICLE VII

### SURVIVAL; INDEMNIFICATION

**Section 7.1 Survival of Representations, Warranties and Covenants.** The representations and warranties of Seller and Purchaser contained in this Agreement or in any Ancillary Document shall survive the Closing until eighteen (18) months after the Closing Date, except that the Seller Fundamental Representations, the Purchaser Fundamental Representations and Section 9.1(b) (Releases) shall survive the Closing until the date that is sixty (60) days following the expiration of the statute of limitations with respect thereto. The covenants and agreements contained herein which by their terms contemplate performance prior to the Closing will survive the Closing until eighteen (18) months after the Closing Date. All covenants and agreements contained herein which by their terms contemplate actions or impose obligations following the Closing shall survive the Closing until the date that is eighteen (18) months after the latest date with respect to which performance of such covenant is required and if no such date is specified, until such covenant is fully performed in accordance with its terms. Notwithstanding the foregoing, any claim made under and in accordance with this ARTICLE VII prior to the expiration of the applicable period set forth above shall survive until such claim is finally resolved. No knowledge of, or investigation by or on behalf of, any Party will constitute a waiver of such Party's right to enforce any covenant, representation or warranty contained herein against the other Party or affect the right of a Party to indemnification.

#### **Section 7.2 Indemnification by Seller.**

(a) Subject to the provisions of this ARTICLE VII, from and after the Closing, Seller shall indemnify, defend and hold harmless Purchaser, its Affiliates (including, after the Closing, the Company) and their respective officers, directors, employees, attorneys, accountants, representatives and agents (collectively, the "Purchaser Indemnified Parties") for, from and against

all Losses that any Purchaser Indemnified Party may suffer, sustain or incur and that result from, arise out of, relate to, or are caused by any of the following:

(i) any breach or inaccuracy of any representation or warranty of Seller contained in this Agreement or any Ancillary Document, other than the Seller Fundamental Representations;

(ii) any breach or inaccuracy of any of the Seller Fundamental Representations;

(iii) any failure by Seller to perform or comply with any of its covenants or agreements contained in this Agreement or any Ancillary Document; or

(iv) any Seller Taxes.

(b) Notwithstanding anything in this Agreement to the contrary, except for claims for or based on Fraud, (i) no Purchaser Indemnified Party shall be entitled to indemnification for any Losses under Section 7.2(a)(i) unless and until one or more claims identifying such Losses in excess of One Million Dollars (\$1,000,000.00) in the aggregate (the “Deductible Amount”) has or have been delivered to Seller, and such amount is payable in accordance with this ARTICLE VII, whereupon only the aggregate amount of such Losses in excess of the Deductible Amount shall thereafter be recoverable in accordance with the terms hereof; (ii) the aggregate amount of Losses in excess of the Deductible Amount for which the Purchaser Indemnified Parties shall be entitled to indemnification pursuant to Section 7.2(a)(i) shall not exceed Twenty-one Million Four Hundred Eighty-five Thousand Seven Hundred Thirty-eight Dollars (\$21,485,738.00); and (iii) the aggregate amount of Losses for which the Purchaser Indemnified Parties shall be entitled to indemnification pursuant to Section 7.2(a)(ii) through (iv) shall not exceed One Hundred Thirty-seven Million Four Hundred Eighty-five Thousand Seven Hundred Thirty-eight Dollars (\$137,485,738.00).

(c) For the purpose of determining (i) whether there is a breach or inaccuracy of any of Seller’s representations or warranties for purposes of this ARTICLE VII or (ii) the amount of Losses that result from, arise out of, relate to, or are caused by any such breach or inaccuracy, all references to “materiality”, “in all material respects”, “Material Adverse Effect” and any similar qualifications or exceptions contained in such representations or warranties shall be disregarded and such representations and warranties shall be deemed to not be qualified by any references to “materiality”, “in all material respects”, any “Material Adverse Effect” or any similar qualifications or exceptions.

Section 7.3 Indemnification by Purchaser. Subject to the provisions of this ARTICLE VII, from and after the Closing, Purchaser shall indemnify, defend and hold harmless Seller and its Affiliates, attorneys, accountants, representatives and agents (the “Seller Indemnified Parties”) for, from and against all Losses that any Seller Indemnified Party may suffer, sustain or incur and that result from, arise out of, relate to, or are caused by any of the following:

(a) any breach or inaccuracy of any representation or warranty of Purchaser contained in this Agreement or any Ancillary Document; and

(b) any failure by Purchaser to perform or comply with any covenant or agreement of Purchaser contained in this Agreement or in any Ancillary Document.

Section 7.4 Third Party Claim Procedures for Indemnification.

(a) If any third party notifies the Indemnified Party with respect to any matter which may give rise to a claim for indemnification (a “Third Party Claim”) against the Indemnifying Party under this ARTICLE VII, then the Indemnified Party shall notify the Indemnifying Party reasonably promptly thereof in writing; provided that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder except to the extent that the Indemnifying Party is actually and materially prejudiced thereby. All notices given pursuant to this Section 7.4(a) shall reasonably describe the nature of the claim, the amount of the claim (to the extent then known) and the basis of the Indemnified Party’s claim for indemnification.

(b) Following receipt of notice in accordance with Section 7.4(a), the Indemnifying Party shall have thirty (30) days from the date it receives such notice (the “Third Party Claim Dispute Period”) to make such investigation of such indemnification claim. For purposes of such investigation, the Indemnified Party shall make available to the Indemnifying Party material information related to the Third Party Claim reasonably requested by the Indemnifying Party, which is in possession or control of the Indemnified Party; provided that such Indemnified Party shall not be required to violate any order, judgment, injunction, award or decree of any Governmental Entity or any Law to which it is subject or to waive any attorney-client privilege or work product doctrine which any of them may possess or that may otherwise apply to such information. If the Indemnifying Party disagrees with the validity or amount of all or a portion of such indemnification claim made by the Indemnified Party, the Indemnifying Party shall deliver to the Indemnified Party written notice thereof, describing in reasonable detail the basis for such disagreement, prior to the expiration of the Third Party Claim Dispute Period.

(c) After the Indemnified Party has given notice of a Third Party Claim to the Indemnifying Party pursuant to Section 7.4(a), the Indemnifying Party may, at its election, undertake and conduct the defense of such Third Party Claim with counsel reasonably acceptable to the Indemnified Party; provided that the Indemnifying Party unconditionally and irrevocably acknowledges and agrees in writing that it will indemnify the Indemnified Party, subject to the limitations set forth in this ARTICLE VII, for, from and against the entirety of any indemnifiable Losses the Indemnified Party may suffer, sustain or incur that result from, arise out of, relate to, or caused by such Third Party Claim. In such case, the Indemnified Party may continue to participate in the defense of such Third Party Claim; provided, however, that following the Indemnifying Party’s assumption of the defense of such Third Party Claim, all legal or other expenses subsequently incurred by the Indemnified Party shall be borne by the Indemnified Party. If the Indemnifying Party assumes the defense of any Third Party Claim, the Indemnifying Party shall not settle or consent to judgment with respect to such Third Party Claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) Notwithstanding anything to the contrary herein, the Indemnifying Party shall not be entitled to assume the administration and defense of any Third Party Claim (i) if the Indemnifying Party has failed to assume the defense of such Third Party Claim in accordance with

the terms hereof within twenty (20) days of the Indemnified Party's delivery of notice of such Third Party Claim to the Indemnifying Party, (ii) if the Indemnified Party has received advice from counsel that an actual or potential conflict exists between the Indemnified Party and the Indemnifying Party or the Indemnified Party has different defenses available in connection with the defense of such Third Party Claim, (iii) the Indemnifying Party fails to conduct the defense of such Third Party Claim diligently, (iv) if such Third Party Claim involves criminal or quasi-criminal allegations or (v) if the Third Party Claim includes a claim for injunctive relief or specific performance.

(e) In connection with the defense of any Third Party Claim, the Indemnified Party and the Indemnifying Party shall reasonably cooperate with each other, at such Party's reasonable request, and at the cost and expense of the Indemnifying Party. To the extent that the Indemnified Party or the Indemnifying Party does not participate in the defense of a particular Third Party Claim, the Party so proceeding with such Third Party Claim shall use its commercially reasonable efforts to inform the other Party of material developments and events relating to such Third Party Claim. No Indemnified Party shall settle or consent to judgment with respect to any Third Party Claim for which the Indemnifying Party has provided a written acknowledgement and agreement of its indemnification obligations to the Indemnified Party without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

#### Section 7.5 Direct Claim Procedures for Indemnification.

(a) With respect to any claim for indemnification for any matter not involving a Third Party Claim, the Indemnified Party shall notify the Indemnifying Party reasonably promptly thereof in writing; provided that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder except to the extent that the Indemnifying Party is actually and materially prejudiced thereby. All notices given pursuant to this Section 7.5(a) shall reasonably describe the nature of the claim, the amount of the claim (to the extent then known) and the basis of the Indemnified Party's claim for indemnification.

(b) Following receipt of notice in accordance with Section 7.5(a), the Indemnifying Party shall have thirty (30) days from the date it receives such notice (the "Dispute Period") to make such investigation of such indemnification claim. For purposes of such investigation, the Indemnified Party shall make available to the Indemnifying Party material information related to the such claim reasonably requested by the Indemnifying Party, which is in the possession or control of the Indemnified Party; provided that such Indemnified Party shall not be required to violate any order, judgment, injunction, award or decree of any Governmental Entity or any Law to which it is subject or to waive any attorney-client privilege or work product doctrine which any of them may possess or that may otherwise apply to such information. If the Indemnifying Party disagrees with the validity or amount of all or a portion of such indemnification claim made by the Indemnified Party, the Indemnifying Party shall deliver to the Indemnified Party written notice thereof, describing in reasonable detail the basis for such disagreement, prior to the expiration of the Dispute Period.

#### Section 7.6 Determination of Loss Amount and Indemnification Obligations.

(a) The amount of any Loss subject to indemnification under Section 7.2 or Section 7.3 shall be reduced by any insurance proceeds, indemnity payments, contribution payments or other similar payments (in each case, net of costs and expenses of enforcement and collection, deductibles and retro-premium adjustments, if applicable) actually received by the Indemnified Party from any third party with respect to such Loss. In the event the Indemnified Party receives any insurance proceeds, indemnity payment, contribution payment or other similar payment with respect to a Loss that, when added to the applicable indemnification payment that has already been made by the Indemnifying Party to the Indemnified Party, exceeds the aggregate amount of such Loss, then the Indemnified Party shall promptly pay to the Indemnifying Party the amount of such excess recovery (in each case, net of costs and expenses of enforcement and collection, deductibles and retro-premium adjustments, if applicable), but in any event, not in excess of the indemnification amount previously so paid by the Indemnifying Party to the Indemnified Party in respect of the applicable indemnified Losses. For the avoidance of doubt, nothing in this Agreement shall require Purchaser or any of its Affiliates (including, after the Closing, the Company) to make, file, initiate or otherwise pursue any claim with or against any third party (including under or in respect of any insurance policy) to recover any insurance proceeds, indemnity payments or other similar payments or to initiate or otherwise pursue any litigation, arbitration or other proceeding against any third party (including any insurer).

(b) To the extent provided under Law and subject to the other terms of this ARTICLE VII, each Indemnified Party shall use those efforts required by Law to mitigate Losses it incurs that are indemnifiable hereunder.

(c) If an indemnifiable matter is identified and noticed prior to the end of any applicable period set forth in Section 7.1, all Losses incurred or paid in connection with such matter shall remain subject to indemnification hereunder.

Section 7.7 Tax Treatment. Any payment under ARTICLE VII of this Agreement shall be treated by the Parties for federal, state, local and foreign income Tax purposes as an adjustment to the Purchase Price unless otherwise required by Law.

Section 7.8 Election of Claims. In the event that any Party alleges that they are entitled to indemnification hereunder, and that Party's claim is covered under more than one provision of this Agreement, such Party shall be entitled to elect the provision or provisions under which it may bring a claim for indemnification.

Section 7.9 Exclusive Remedy. Except (a) for remedies that cannot be waived as a matter of Law, (b) for specific performance, injunctive relief or other equitable remedies, or (c) in respect of claims for or based on Fraud, from and after the Closing, the indemnification provisions of this ARTICLE VII shall be the sole and exclusive remedy for any claims arising under this Agreement.

## ARTICLE VIII

### TERMINATION

Section 8.1 Termination of Agreement. The Parties may terminate this Agreement as provided below:

(a) Purchaser and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing; or

(b) either Seller or Purchaser may terminate this Agreement at any time prior to the Closing by giving written notice to the other Party if there shall be in effect a final, non-appealable order entered by or with, or other Law enacted by, any Governmental Entity restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement.

Section 8.2 Effect of Termination. If any Party terminates this Agreement pursuant to Section 8.1, all obligations and Liabilities of the Parties hereunder will terminate and become void; provided that (a) nothing herein will relieve any Party from Liability for any breach of any representation, warranty, covenant or agreement in this Agreement prior to the date of termination and (b) Section 3.8 (Brokers; Fees), Section 4.5 (Brokers; Fees), Section 5.6 (Public Announcement; Confidentiality), this Section 8.2 (Effect of Termination) and ARTICLE IX (Miscellaneous) will remain in full force and effect.

## ARTICLE IX

### MISCELLANEOUS

#### Section 9.1 Releases.

(a) Effective as of the Closing, Seller, for itself and on behalf of its past and present Affiliates, heirs, successors and assigns (collectively, the “Seller Parties”), hereby irrevocably, fully and forever releases, waives and discharges the Company and its respective past and present directors, managers, officers, employees, consultants and agents (collectively, the “Company Parties”), from any and all rights, charges, claims, complaints, demands, damages, debts, loans, promissory notes, losses, obligations, Liabilities, indemnities, costs, expenses, damages, suits, Actions, rights of action and causes of action, of any kind or character whatsoever (collectively, “Claims”), based on any legal theory whatsoever, including any arising under tort, contract, quasi-contract, successor liability, federal, state, local, statutory or common law, whether known or unknown, concealed or hidden, suspected or unsuspected, developed or undeveloped, existing or contingent that any one or more of the Seller Parties has or may have against any of the Company Parties based upon any fact, action, inaction, event, or matter occurring at any time prior to the Closing (collectively, the “Released Claims”); provided, that the foregoing release does not apply to (i) any obligation of the Company Parties, or any rights of any Seller Party, under this Agreement or the Ancillary Documents or (ii) the extent (and only to the extent) the Company has an obligation under Law or its Organizational Documents to indemnify any Seller Party in its capacity as a director or officer of the Company from a third party claim arising from actions taken or omissions in such individual’s capacity as a director or officer of the Company; provided, further, that (A) the foregoing clause (ii) shall not apply to or have any force or effect in respect of any claim by Purchaser under or in respect of this Agreement, including but not limited to any claims of Purchaser or any other Purchaser Indemnified Party under Section 7.2 of this Agreement and (B) Seller irrevocably, fully and forever releases, waives and discharges any Claims to indemnification to the extent any third-party claim is related to or arising from any breach of this Agreement, including but not limited to any claims of Purchaser or any other Purchaser Indemnified Party under Section 7.2 of this Agreement.

(b) It is the intention of Seller in granting the release in this Section 9.1, and in giving and receiving the consideration provided for in this Agreement, that the release in this Section 9.1 shall be effective as a full and final accord and satisfaction and general release of and from all Released Claims of Seller and the other Seller Parties and the final resolution by the Seller Parties of all Released Claims. Seller hereby represents and warrants to Purchaser that Seller has not voluntarily or involuntarily assigned, pledged, encumbered or in any manner transferred or conveyed all or any portion of the Released Claims and that no Person other than Seller has any interest in any of the Released Claims by Law or contract or by virtue of any action or inaction by such party. Seller hereby covenants and agrees not to sue any of the Company Parties with regard to any of its Released Claims.

(c) Seller, for itself and on behalf of the Seller Parties, acknowledges and understands that (i) the releases and discharges set forth in this Section 9.1 include releases and discharges of both known and unknown claims, and (ii) there may be statutory laws or other protections available to such Persons that would prevent or restrict the enforcement of a release or discharge in respect of unknown claims (collectively, the "Protections"). Seller confirms that it has conferred with legal counsel of its choice with respect to the releases and discharges set forth in this Section 9.1 and the Protections and that, by executing and delivering this Agreement, it intends to release and discharge rights in respect of both known and unknown claims. Accordingly, effective as of, and conditioned upon the occurrence of, the Closing, Seller, for itself and on behalf of the Seller Parties, hereby waives any and all of the Protections that otherwise might have been available in respect of the releases and discharges set forth herein, including the Protections provided by Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(d) Seller hereby acknowledges and agrees that the above releases and the waivers of the Protections are essential and material terms of this Agreement and that, without such releases and waivers, no agreement would have been reached by Purchaser and Seller.

Section 9.2 Notices. Any notice, request, instruction or other document to be given hereunder will be sent in writing and delivered personally, sent by reputable, overnight courier service (charges prepaid), sent by registered or certified mail, postage prepaid, or via email according to the instructions set forth below. Such notices will be deemed given: at the time delivered by hand, if personally delivered; one (1) Business Day after being sent, if sent by reputable, overnight courier service; at the time received, if sent by registered or certified mail; and if given by email, upon receipt by the receiving Party if such email is received prior to 5:00 p.m. local time on a Business Day or on the following Business Day if received after 5:00 p.m. local time or on a non-Business Day:

(a) if to Purchaser, to both of the following:

Pacific Gas and Electric Company  
Corporate Secretary

300 Lakeside Drive  
Oakland, CA 94612  
Attention: Brian Wong  
Title: Vice President, Deputy General Counsel and Corporate Secretary  
Email: [Brian.Wong@pge.com](mailto:Brian.Wong@pge.com)

Pacific Gas and Electric Company  
Law Department  
300 Lakeside Drive  
Oakland, CA 94612  
Attention: Tara Kaushik  
Title: Managing Counsel, Law  
Email: [Tara.Kaushik@pge.com](mailto:Tara.Kaushik@pge.com)

with a copy to (which shall not constitute notice):

Jenner & Block LLP  
1155 Avenue of the Americas  
New York, NY 10036  
Attention: Niqui Kohli; H. Kurt von Moltke  
Email: [NKohli@jenner.com](mailto:NKohli@jenner.com) ; [KvonMoltke@jenner.com](mailto:KvonMoltke@jenner.com)

(b) if to Seller, to:

Chevron Pipe Line Company  
1400 Smith Street  
Houston, TX 77002  
Attention: Head of Commercial Infrastructure  
Email: [Brandon.Garner@chevron.com](mailto:Brandon.Garner@chevron.com)

with a copy to (which shall not constitute notice):

Chevron U.S.A. Inc  
841 Chevron Way, Admin 200  
Richmond, CA 94802  
Attention: Director, Richmond Refinery  
Email: [Richmondrefinerylaw@chevron.com](mailto:Richmondrefinerylaw@chevron.com)

or to such other address or to the attention of such other Party that the recipient Party has specified by prior written notice to the sending Party in accordance with the foregoing.

Section 9.3 Fees and Expenses. Except as otherwise specifically provided herein, all fees, costs and expenses, including, without limitation, fees and disbursements of counsel, advisors and accountants, incurred in connection with this Agreement, the Ancillary Documents and the transactions contemplated hereby and thereby shall be paid by the Party incurring such expenses.

Section 9.4 Amendment. This Agreement may only be amended, modified or supplemented by mutual written agreement of Seller and Purchaser.

**Section 9.5 Extension; Waiver.** At any time Seller and Purchaser may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Party hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. Such extension or waiver shall not be deemed to apply to any time for performance, inaccuracy in any representation or warranty, or noncompliance with any agreement or condition, as the case may be, other than that which is specified in the extension or waiver. A waiver by any Party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. The failure or delay of any Party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

**Section 9.6 Entire Agreement.** This Agreement, the Exhibits hereto and the Ancillary Documents constitute the entire agreement of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, agreements and understandings, whether written or oral, of the Parties.

**Section 9.7 No Third Party Beneficiaries.** Except as set forth in ARTICLE VII (Survival; Indemnification) and Section 9.1 (Release), this Agreement is not intended, and shall not be deemed, to (a) confer any rights or remedies upon any Person other than the Parties hereto and their respective successors and permitted assigns, (b) create any agreement of employment with any Person, or (c) otherwise create any third-party beneficiary hereto.

**Section 9.8 Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by any Party without the prior written consent of the other Party, and any such assignment without such prior written consent shall be null and void; provided that, notwithstanding the foregoing, Purchaser may assign its rights and/or obligations hereunder to any of its Affiliates or to any subsequent purchaser of the Company or all or substantially all of the assets comprising the Business, without the prior written consent of Seller; provided further that no such assignment shall relieve Purchaser of its obligations hereunder. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto and their respective successors and permitted assigns.

**Section 9.9 Severability.** If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of Law or public policy, (a) all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any of the Parties hereto and (b) upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

**Section 9.10 Counterparts and Signature.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall

constitute one and the same instrument. Electronic copies of signatures, including but not limited to electronic signatures affixed through the use of secure digital encryption technology, such as DocuSign eSignature®, RightSignature®, etc., shall be deemed to be originals.

**Section 9.11 Interpretation.** The table of contents and headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption, no rule of strict construction and no burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The words “included,” “includes” or “including” (or any other tense or variation of the word “include”) in this Agreement shall be deemed to be followed by the words “without limitation.” The use of the term “ordinary course of business” shall in all cases herein mean “ordinary course of business consistent with past practices.” When reference is made in this Agreement to an Article, Section, schedule or exhibit, such reference shall be to an Article, Section, schedule or exhibit of this Agreement unless otherwise indicated. The words “hereof,” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to “or” will be deemed to be disjunctive but not necessarily exclusive (i.e., unless the context requires otherwise, “or” will be interpreted to mean “and/or” rather than “either/or”). References herein to any Person shall include such Person’s heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this Section 9.11 is intended to authorize any assignment or transfer not otherwise permitted by this Agreement. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other item extends and shall not simply mean “if.” If any action under this Agreement is required to be done or taken on a day that is not a Business Day (including the giving of any notice) or if the period during which any action or notice is required expires on a date which is not a Business Day, then the date for giving such notice or taking such action (and the expiration date of such period during which notice is required to be given or action taken) shall be the next date which is a Business Day. No summary of this Agreement prepared by any Party shall affect the meaning or interpretation of this Agreement. The specification of any dollar amount in the representations or warranties contained in this Agreement is not intended to imply that such amounts, or higher or lower amounts, are or are not material.

**Section 9.12 Governing Law.** This Agreement, the Ancillary Documents and all other agreements, documents and instruments delivered pursuant hereto and incorporated herein, unless otherwise expressly provided therein, shall be governed by, and construed in accordance with, the substantive Laws of the State of California applicable to agreements made and to be performed entirely within such State, without reference to the conflicts of laws rules of such State.

**Section 9.13 Consent to Jurisdiction.**

(a) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED ONLY IN A CALIFORNIA STATE COURT IN THE CITY AND COUNTY OF SAN FRANCISCO OR THE COUNTY OF ALAMEDA; OR IF JURISDICTION OVER THE ACTION RESIDES IN THE FEDERAL COURTS, THEN IN A FEDERAL COURT OF COMPETENT JURISDICTION SITUATED IN THE STATE OF CALIFORNIA. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 9.14 Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

Section 9.15 Exhibits. The Exhibits are incorporated into this Agreement and shall be deemed a part hereof as if set forth herein in full. In the event of any conflict between the provisions of this Agreement and any such Exhibit, the provisions of this Agreement shall control. Any capitalized term used in any Exhibit but not otherwise defined therein shall have the meaning given to such term in this Agreement.

Section 9.16 Specific Performance. Each Party acknowledges and agrees that the other Party could be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that the other Party shall be entitled to seek an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in a California state court in the County of San Francisco or Alameda; or if jurisdiction over the action resides in the federal courts, then in a federal court of competent jurisdiction situated in the State of California, in addition to any other remedy to which they may be entitled, at law or in equity.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Execution Date.

**PACIFIC GAS AND ELECTRIC COMPANY**

By: Sumeet Singh

Name: Sumeet Singh

Title: Executive Vice President, Operations,  
and Chief Operations Officer

**CHEVRON PIPE LINE COMPANY**

By: Elena Gale

Name: Elena Gale

Title: Commercial Officer

**EXHIBIT A**

**Form of Stock Power**

(See attached)

**STOCK POWER**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto Pacific Gas and Electric Company all of its two hundred (200) shares of the common stock (the "Shares") of Standard Pacific Gas Line Incorporated, a California corporation (the "Company"), standing in its name on the books of the Company represented by Certificate No. 9 herewith, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer said Shares on the books of the Company maintained for that purpose, with full power of substitution in the premises.

Dated: \_\_\_\_\_

**CHEVRON PIPE LINE COMPANY**

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

Name:

Title:

### **STOCK POWER**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto Pacific Gas and Electric Company all of its two hundred (200) shares of the common stock (the "Shares") of Standard Pacific Gas Line Incorporated, a California corporation (the "Company"), standing in its name on the books of the Company represented by Certificate No. 9 herewith, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer said Shares on the books of the Company maintained for that purpose, with full power of substitution in the premises.

Dated: \_\_\_\_\_

### **CHEVRON PIPE LINE COMPANY**

By: Elena Gale

Name: Elena Gale

Title: Commercial Officer

## **EXHIBIT E**

PAUL PEEK  
SECRETARY OF STATE



*I, PAUL PEEK, Secretary of State of the State of California, do hereby certify:*

*That I have compared the annexed transcript with the RECORD on file in my office, of which it purports to be a copy, and that the same is a full, true and correct copy thereof.*

*IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of California*

*22nd day of July, 1942.*  
*this*

*Paul Peek*  
Secretary of State

*By Chas. O. Knight*  
Deputy



ARTICLES OF INCORPORATION

OF  
STANDARD PACIFIC GAS LINE COMPANY

ENDORSED  
FILED

in the office of the Secretary of State  
of the State of California

*Aug 28-1939*

FRANK C. JORDAN

SECRETARY OF STATE  
By CHAS. J. HAGERTY  
Deputy

KNOW ALL MEN BY THESE PRESENTS:

The undersigned have this day voluntarily associated together for the purpose of forming a corporation under the laws of the State of California, and we hereby certify:

FIRST: The name of this corporation is STANDARD PACIFIC GAS LINE COMPANY.

SECOND: The purposes for which it is formed, the nature of the business, or objects or purposes to be transacted, promoted or carried on are:

To manufacture, purchase or otherwise acquire, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal with goods, wares and merchandise and real and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this corporation.

To guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidences of indebtedness created by any other

corporation or corporations organized under the laws of this state or any other state, country, nation or government, and while the owner thereof to exercise all the rights, powers and privileges of ownership.

To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To carry on any lawful business and to have and exercise all the powers conferred by the laws of California and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes. But the corporation shall have no power, at any time, to engage in any business in the State of California as a public utility.

THIRD: The county in the State of California where the principal office for the transaction of the business of the corporation is to be located is the City and County of San Francisco.

FOURTH: The total number of shares of stock which this corporation shall have authority to issue shall be One Million (1,000,000); the aggregate par value of all shares shall be One Million Dollars (\$1,000,000); the par value of each of such shares shall be One Dollar (\$1.00).

FIFTH: The shares of stock of this corporation shall all be of the same class which shall be denominated as common.

SIXTH: The number of directors of this corporation shall be three (3) and the names and addresses of the persons who are appointed to act as the first directors are:

<u>NAMES</u>	<u>ADDRESSES</u>
Hugh Fullerton	San Francisco, California
Renato Capocelli	San Francisco, California
Charles A. Ruggles	San Francisco, California

IN WITNESS WHEREOF, we have executed these articles of incorporation this 10th day of July, 1939.

HUGH FULLERTON

RENATO CAPOCELLI

CHARLES A. RUGGLES

STATE OF CALIFORNIA )  
City and County of San Francisco ) ss.

On this 10th day of July, 1939, before me, FRANK L. OWEN, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared HUGH FULLERTON, RENATO CAPOCELLI, and CHARLES A. RUGGLES, known to me to be the persons whose names are subscribed to and who executed the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid the day and year in this certificate first above written.

FRANK L. OWEN, NOTARY PUBLIC  
City and County of  
San Francisco, Calif.  
Eureka

FRANK L. OWEN  
Notary Public in and for the  
City and County of San Francisco,  
State of California.

END  
FILED  
In the office of the Secretary of State  
of the State of California  
Dec 1-1939  
FRANK C. JORDAN  
SECRETARY OF STATE  
By CHAS. J. HAGERTY  
Deputy

AGREEMENT OF MERGER, dated this 28th day of November, 1939, made by and between STANDARD PACIFIC GAS LINE COMPANY, party of the first part, being a corporation organized and existing under and by virtue of the laws of the State of California, and STANDARD PACIFIC GAS LINE INCORPORATED, party of the second part, being a corporation organized and existing under and by virtue of the laws of the State of Delaware, said two corporations sometimes hereinafter are collectively referred to as the Constituent Corporations:

WITNESSETH that:

Whereas said two corporations deem it advisable that Standard Pacific Gas Line Company, the party of the first part, merge into itself Standard Pacific Gas Line Incorporated, the party of the second part, and that Standard Pacific Gas Line Incorporated, the party of the second part, should be merged into Standard Pacific Gas Line Company, the party of the first part, as authorized by the statutes of the States of California and Delaware, under and pursuant to the terms and conditions hereinafter set forth; and

Whereas said Standard Pacific Gas Line Company, the party of the first part, has heretofore been duly organized under and by virtue of the provisions of the Civil Code of the State of California, the articles of incorporation of which corporation were filed in the office of the Secretary of State on August 28, 1939; and

Whereas said Standard Pacific Gas Line Company, the party of the first part, has an authorized capital stock consisting of 1,000,000 shares of common stock of the par value of one dollar (\$1) each, amounting in the aggregate to one million dollars (\$1,000,000), of which said Standard Pacific Gas Line Incorporated subscribed to three shares, and which said subscription has been accepted by said Standard Pacific Gas Line Company; by virtue of said subscription said Standard Pacific Gas Line Incorporated is the sole shareholder of said Standard Pacific Gas Line Company; and

Whereas said Standard Pacific Gas Line Incorporated, (originally incorporated as Standard Natural Gas Company) the party of the second part, has heretofore been duly organized under and by virtue of the provisions of the General Corporation Law of the State of Delaware, the certificate of incorporation of which corporation was filed in the office of said Secretary of State on October 10, 1929, and recorded in the office of the Recorder of Deeds for the County of New Castle on October 10, 1929; and an amendment to which certificate of incorporation was filed in the office of said Secretary of State on December 4, 1929, and recorded in the office of said Recorder of Deeds on December 4, 1929; and

Whereas said Standard Pacific Gas Line Incorporated, the party of the second part, has an authorized capital stock consisting of 1,000,000 shares without nominal or par value, all of one class, of which capital stock 835,800 shares are now issued and outstanding; and

Whereas the principal office of said Standard Pacific Gas Line Company, the party of the first part, in the State of California is located at 225 Bush Street, in the City and County of San Francisco; and the principal office of Standard Pacific Gas Line Incorporated, the party of the second part, in the State of Delaware is located at

100 West 10th Street, in the City of Wilmington, County of New Castle, and the name and address of its resident agent is The Corporation Trust Company, 100 West 10th Street in said City, County and State.

N o w, T h e r e f o r e, the corporations, parties to this agreement, by and between their respective boards of directors, have agreed and do hereby jointly, severally and mutually agree each with the other that Standard Pacific Gas Line Company, the party of the first part, should merge into itself Standard Pacific Gas Line Incorporated, the party of the second part, and that Standard Pacific Gas Line Incorporated, the party of the second part, should be merged into Standard Pacific Gas Line Company, the party of the first part, pursuant to the laws of the State of California, and do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect as follows:

ONE. I. Standard Pacific Gas Line Incorporated, the party of the second part, one of the constituent corporations, shall be and hereby is merged into Standard Pacific Gas Line Company, the party of the first part, one of the constituent corporations, and said Standard Pacific Gas Line Company, the party of the first part, hereby merges into itself Standard Pacific Gas Line Incorporated, the party of the second part; said merging to be all upon the terms and conditions herein stated with Standard Pacific Gas Line Company, the party of the first part, one of said Constituent Corporations, hereafter and by this agreement and merger becoming effective to be named Standard Pacific Gas Line Incorporated, and to be the surviving corporation on such merger, and sometimes hereinafter referred to as the Surviving Corporation;

II. That the laws of the State of California, under which Standard Pacific Gas Line Company, the party of the first part, one of the Constituent Corporations, was organized, are the laws that shall govern the surviving corporation.

TWO. The facts as are required to be set forth in certificates or articles of incorporation by the laws of the State of California and that can be stated in the case of a merger are stated in the following articles of incorporation which shall as hereafter herein amended constitute the articles of incorporation of the merged corporation.

FIRST: The name of this corporation is STANDARD PACIFIC GAS LINE COMPANY.

SECOND: The purposes for which it is formed, the nature of the business, or objects or purposes to be transacted, promoted or carried on are:

To manufacture, purchase or otherwise acquire, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal with goods, wares and merchandise and real and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges,

inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidences of indebtedness created by any other corporation or corporations organized under the laws of this state or any other state, country, nation or government, and while the owner thereof to exercise all the rights, powers and privileges of ownership.

To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To carry on any lawful business and to have and exercise all the powers conferred by the laws of California and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes. But the corporation shall have no power, at any time, to engage in any business in the State of California as a public utility.

THIRD: The county in the State of California where the principal office for the transaction of the business of the corporation is to be located is the City and County of San Francisco.

FOURTH: The total number of shares of stock which this corporation shall have authority to issue shall be one million (1,000,000); the aggregate par value of all shares shall be one million dollars; the par value of each of such shares shall be one dollar (\$1).

FIFTH: The shares of stock of this corporation shall all be of the same class which shall be denominated as common.

SIXTH: The number of directors of this corporation shall be three (3) and the names and addresses of the persons who are appointed to act as the first directors are:

<u>NAMES</u>	<u>ADDRESSES</u>
Hugh Fullerton	San Francisco, California
Renato Capocelli	San Francisco, California
Charles A. Ruggles	San Francisco, California

THREE. That the manner and basis of converting the shares of each of said Constituent Corporations into the shares of said Surviving Corporation shall be and are hereby as follows:

(a) The 835,800 issued and outstanding shares of stock of Standard Pacific Gas Line Incorporated, one of said Constituent Corporations, the party of the second part, shall be and constitute 1,400 shares of the issued and outstanding stock of the Surviving Corporation.

(b) The 3 subscribed for shares of stock of Standard Pacific Gas Line Company, one of said Constituent Corporations, the party of the first part, shall be forthwith, upon this agreement becoming effective, cancelled.

(c) The stockholders of Standard Pacific Gas Line Incorporated, one of said Constituent Corporations, the party of the second part, will deliver the certificates representing 835,800 shares to the Surviving Corporation in exchange for certificates representing 1,400 shares of the Surviving Corporation pro rata as owned by said stockholders upon the merger becoming effective.

FOUR. The articles of incorporation of Standard Pacific Gas Line Company, the party of the first part, one of the Constituent Corporations, shall be the articles of the Surviving Corporation and said articles shall be and are forthwith upon this agreement becoming effective, amended by striking out articles First and Sixth thereof and inserting in lieu and in place of said respective articles the following:

"FIRST: The name of this corporation is Standard Pacific Gas Line Incorporated.

SIXTH: The number of directors of this corporation shall be eight (8), and the names and addresses of the persons who are appointed to act as the first directors are:

<u>NAMES</u>	<u>ADDRESSES</u>
Hugh Fullerton	San Francisco, California
Renato Capocelli	San Francisco, California
Charles A. Ruggles	San Francisco, California"

IN WITNESS WHEREOF, the parties to this agreement, pursuant to authority duly given by their respective boards of directors, have caused these presents to be executed by their respective presidents.

and secretaries and by a majority of the directors of each party hereto, and the corporate seals affixed...

STANDARD PACIFIC GAS LINE COMPANY,

Attest:

By HUGH FULLERTON  
President

CHARLES A. RUGGLES  
Secretary  
Standard Pacific Gas  
Line Company  
Incorporated  
August 28, 1939  
California

By CHARLES A. RUGGLES  
Secretary

HUGH FULLERTON

CHARLES A. RUGGLES  
A majority of the Board of Directors

STANDARD PACIFIC GAS LINE INCORPORATED,

Attest:

By ALLEN L. CHICKERING  
President

B. W. LETCHER  
Secretary  
Standard Pacific Gas  
Line Incorporated  
Corporate Seal  
1929  
Delaware

By B. W. LETCHER  
Secretary

ALLEN L. CHICKERING

F. F. DOYLE

THOS. J. STRAUB

W. C. VINCENT

H. L. FARRAR  
A majority of the Board of Directors

STATE OF CALIFORNIA, )  
City and County of San Francisco. ) ss.

On this 28th day of November, 1939, before me, FRANK L. OWEN, a notary public in and for said city and county and state, residing therein, duly commissioned and sworn, personally appeared HUGH FULLERTON and CHARLES A. RUGGLES, known to me to be the president and secretary, respectively, of STANDARD PACIFIC GAS LINE COMPANY, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the said corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the city and county and state aforesaid the day and year in this certificate first above written.

FRANK L. OWEN, NOTARY PUBLIC  
City and County of  
San Francisco, Calif.  
Eureka

FRANK L. OWEN  
NOTARY PUBLIC

My Commission Expires  
November 22, 1941

STATE OF CALIFORNIA, )  
City and County of San Francisco. ) ss.

On this 28th day of November, 1939, before me, FRANK L. OWEN, a notary public in and for the said city and county and state, residing therein, duly commissioned and sworn, personally appeared ALLEN L. CHICKERING and B. W. LETCHER, known to me to be the president and secretary, respectively, of STANDARD PACIFIC GAS LINE INCORPORATED, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the said corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the city and county and state aforesaid the day and year in this certificate first above written.

FRANK L. OWEN, NOTARY PUBLIC  
City and County of  
San Francisco, Calif.  
Eureka

FRANK L. OWEN  
NOTARY PUBLIC

My Commission Expires  
November 22, 1941

FRANK C. JORDAN  
SECRETARY OF STATE



I, FRANK C. JORDAN, Secretary of State of the State of California, do hereby certify that I have carefully compared the transcript, to which this certificate is attached, with the record on file in my office of which it purports to be a copy, and that the same is a full, true and correct copy thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Great Seal of the State of California to be affixed hereto  
this 1st day of December, 1939.

A large, stylized signature of "Frank C. Jordan" in cursive script. Below the signature, the text "Secretary of State" is printed in a smaller, sans-serif font.

A stylized signature of "Chas. J. Hayes" in cursive script. Below the signature, the word "Deputy" is printed in a smaller, sans-serif font.

AGREEMENT OF MERGER, dated this 28th day of November, 1939,  
made by and between STANDARD PACIFIC GAS LINE COMPANY, party of the  
first part, being a corporation organized and existing under and by  
virtue of the laws of the State of California, and STANDARD PACIFIC  
GAS LINE INCORPORATED, party of the second part, being a corporation  
organized and existing under and by virtue of the laws of the State  
of Delaware, said two corporations sometimes hereinafter are collec-  
tively referred to as the Constituent Corporations:

WITNESSETH that:

Whereas said two corporations deem it advisable that Standard  
Pacific Gas Line Company, the party of the first part, merge into itself  
Standard Pacific Gas Line Incorporated, the party of the second part,  
and that Standard Pacific Gas Line Incorporated, the party of the second  
part, should be merged into Standard Pacific Gas Line Company, the party  
of the first part, as authorized by the statutes of the States of Calif-  
ornia and Delaware, under and pursuant to the terms and conditions  
hereinafter set forth; and

Whereas said Standard Pacific Gas Line Company, the party of  
the first part, has heretofore been duly organized under and by virtue of  
the provisions of the Civil Code of the State of California, the articles  
of incorporation of which corporation were filed in the office of the  
Secretary of State on August 28, 1939; and

Whereas said Standard Pacific Gas Line Company, the party of  
the first part, has an authorized capital stock consisting of 1,000,000  
shares of common stock of the par value of one dollar (\$1) each, amount-  
ing in the aggregate to one million dollars (\$1,000,000), of which said  
Standard Pacific Gas Line Incorporated subscribed to three shares, and  
which said subscription has been accepted by said Standard Pacific Gas  
Line Company; by virtue of said subscription said Standard Pacific Gas  
Line Incorporated is the sole shareholder of said Standard Pacific Gas  
Line Company; and

Whereas said Standard Pacific Gas Line Incorporated, (originally  
incorporated as Standard Natural Gas Company) the party of the second part,  
has heretofore been duly organized under and by virtue of the provisions  
of the General Corporation Law of the State of Delaware, the certificate  
of incorporation of which corporation was filed in the office of said  
Secretary of State on October 10, 1929, and recorded in the office of the  
Recorder of Deeds for the County of New Castle on October 10, 1929; and an  
amendment to which certificate of incorporation was filed in the office of  
said Secretary of State on December 4, 1929, and recorded in the office of  
said Recorder of Deeds on December 4, 1929; and

Whereas said Standard Pacific Gas Line Incorporated, the party  
of the second part, has an authorized capital stock consisting of  
1,000,000 shares without nominal or par value, all of one class, of  
which capital stock 835,800 shares are now issued and outstanding; and

Whereas the principal office of said Standard Pacific Gas  
Line Company, the party of the first part, in the State of California  
is located at 225 Bush Street, in the City and County of San Francisco;  
and the principal office of Standard Pacific Gas Line Incorporated,  
the party of the second part, in the State of Delaware is located at

ENDORSED

FILED

In the office of the Secretary of State  
of the State of California

-1-

DEC 1 - 1939

CHARLES C. JORDAN

SECRETARY OF STATE

By CHARLES J. BRAGG  
Deputy

AGREEMENT OF MERGER, dated this 28th day of November, 1939, made by and between STANDARD PACIFIC GAS LINE COMPANY, party of the first part, being a corporation organized and existing under and by virtue of the laws of the State of California, and STANDARD PACIFIC GAS LINE INCORPORATED, party of the second part, being a corporation organized and existing under and by virtue of the laws of the State of Delaware, said two corporations sometimes hereinafter are collectively referred to as the Constituent Corporations:

WITNESSETH that:

Whereas said two corporations deem it advisable that Standard Pacific Gas Line Company, the party of the first part, merge into itself Standard Pacific Gas Line Incorporated, the party of the second part, and that Standard Pacific Gas Line Incorporated, the party of the second part, should be merged into Standard Pacific Gas Line Company, the party of the first part, as authorized by the statutes of the States of California and Delaware, under and pursuant to the terms and conditions hereinafter set forth; and

Whereas said Standard Pacific Gas Line Company, the party of the first part, has heretofore been duly organized under and by virtue of the provisions of the Civil Code of the State of California, the articles of incorporation of which corporation were filed in the office of the Secretary of State on August 28, 1939; and

Whereas said Standard Pacific Gas Line Company, the party of the first part, has an authorized capital stock consisting of 1,000,000 shares of common stock of the par value of one dollar (\$1) each, amounting in the aggregate to one million dollars (\$1,000,000), of which said Standard Pacific Gas Line Incorporated subscribed to three shares, and which said subscription has been accepted by said Standard Pacific Gas Line Company; by virtue of said subscription said Standard Pacific Gas Line Incorporated is the sole shareholder of said Standard Pacific Gas Line Company; and

Whereas said Standard Pacific Gas Line Incorporated, (originally incorporated as Standard Natural Gas Company) the party of the second part, has heretofore been duly organized under and by virtue of the provisions of the General Corporation Law of the State of Delaware, the certificate of incorporation of which corporation was filed in the office of said Secretary of State on October 10, 1929, and recorded in the office of the Recorder of Deeds for the County of New Castle on October 10, 1929; and an amendment to which certificate of incorporation was filed in the office of said Secretary of State on December 4, 1929, and recorded in the office of said Recorder of Deeds on December 4, 1929; and

Whereas said Standard Pacific Gas Line Incorporated, the party of the second part, has an authorized capital stock consisting of 1,000,000 shares without nominal or par value, all of one class, of which capital stock 835,800 shares are now issued and outstanding; and

Whereas the principal office of said Standard Pacific Gas Line Company, the party of the first part, in the State of California is located at 225 Bush Street, in the City and County of San Francisco; and the principal office of Standard Pacific Gas Line Incorporated, the party of the second part, in the State of Delaware is located at

ENDORSED:

FILED

In the office of the Secretary of State  
of the State of California

-1-

DEC 1 - 1939

FRANK C. JORDAN

SECRETARY OF STATE

By CHARLES J. BURGESS  
Liaison

100 West 10th Street, in the City of Wilmington, County of New Castle, and the name and address of its resident agent is The Corporation Trust Company, 100 West 10th Street in said City, County and State.

N o w, T h e r e f o r e, the corporations, parties to this agreement, by and between their respective boards of directors, have agreed and do hereby jointly, severally and mutually agree each with the other that Standard Pacific Gas Line Company, the party of the first part, should merge into itself Standard Pacific Gas Line Incorporated, the party of the second part, and that Standard Pacific Gas Line Incorporated, the party of the second part, should be merged into Standard Pacific Gas Line Company, the party of the first part, pursuant to the laws of the State of California, and do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect as follows:

ONE. I. Standard Pacific Gas Line Incorporated, the party of the second part, one of the constituent corporations, shall be and hereby is merged into Standard Pacific Gas Line Company, the party of the first part, one of the constituent corporations, and said Standard Pacific Gas Line Company, the party of the first part, hereby merges into itself Standard Pacific Gas Line Incorporated, the party of the second part; said merging to be all upon the terms and conditions herein stated with Standard Pacific Gas Line Company, the party of the first part, one of said Constituent Corporations, hereafter and by this agreement and merger becoming effective to be named Standard Pacific Gas Line Incorporated, and to be the surviving corporation on such merger, and sometimes hereinafter referred to as the Surviving Corporation;

II. That the laws of the State of California, under which Standard Pacific Gas Line Company, the party of the first part, one of the Constituent Corporations, was organized, are the laws that shall govern the surviving corporation.

TWO. The facts as are required to be set forth in certificates or articles of incorporation by the laws of the State of California and that can be stated in the case of a merger are stated in the following articles of incorporation which shall as hereafter herein amended constitute the articles of incorporation of the merged corporation.

FLRST: The name of this corporation is STANDARD PACIFIC GAS LINE COMPANY.

SECOND: The purposes for which it is formed, the nature of the business, or objects or purposes to be transacted, promoted or carried on are:

To manufacture, purchase or otherwise acquire, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal with goods, wares and merchandise and real and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges,

inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidences of indebtedness created by any other corporation or corporations organized under the laws of this state or any other state, country, nation or government, and while the owner thereof to exercise all the rights, powers and privileges of ownership.

To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To carry on any lawful business and to have and exercise all the powers conferred by the laws of California and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes. But the corporation shall have no power, at any time, to engage in any business in the State of California as a public utility.

THIRD: The county in the State of California where the principal office for the transaction of the business of the corporation is to be located is the City and County of San Francisco.

FOURTH: The total number of shares of stock which this corporation shall have authority to issue shall be one million (1,000,000); the aggregate par value of all shares shall be one million dollars; the par value of each of such shares shall be one dollar (\$1).

FIFTH: The shares of stock of this corporation shall all be of the same class which shall be denominated as common.

SIXTH: The number of directors of this corporation shall be three (3) and the names and addresses of the persons who are appointed to act as the first directors are:

<u>NAMES</u>	<u>ADDRESSES</u>
Hugh Fullerton	San Francisco, California
Renato Capocelli	San Francisco, California
Charles A. Ruggles	San Francisco, California

THREE. That the manner and basis of converting the shares of each of said Constituent Corporations into the shares of said Surviving Corporation shall be and are hereby as follows:

(a) The 835,800 issued and outstanding shares of stock of Standard Pacific Gas Line Incorporated, one of said Constituent Corporations, the party of the second part, shall be and constitute 1,400 shares of the issued and outstanding stock of the Surviving Corporation.

(b) The 3 subscribed for shares of stock of Standard Pacific Gas Line Company, one of said Constituent Corporations, the party of the first part, shall be forthwith, upon this agreement becoming effective, cancelled.

(c) The stockholders of Standard Pacific Gas Line Incorporated, one of said Constituent Corporations, the party of the second part, will deliver the certificates representing 835,800 shares to the Surviving Corporation in exchange for certificates representing 1,400 shares of the Surviving Corporation pro rata as owned by said stockholders upon the merger becoming effective.

FOUR. The articles of incorporation of Standard Pacific Gas Line Company, the party of the first part, one of the Constituent Corporations, shall be the articles of the Surviving Corporation and said articles shall be and are forthwith upon this agreement becoming effective, amended by striking out articles First and Sixth thereof and inserting in lieu and in place of said respective articles the following:

"FIRST: The name of this corporation is Standard Pacific Gas Line Incorporated.

SIXTH: The number of directors of this corporation shall be eight (8), and the names and addresses of the persons who are appointed to act as the first directors are:

<u>NAMES</u>	<u>ADDRESSES</u>
Hugh Fullerton	San Francisco, California
Renato Capocelli	San Francisco, California
Charles A. Ruggles	San Francisco, California"

IN WITNESS WHEREOF, the parties to this agreement, pursuant to authority duly given by their respective boards of directors, have caused these presents to be executed by their respective presidents.

and secretaries and by a majority of the directors of each party hereto,  
and the corporate seals affixed.

STANDARD PACIFIC GAS LINE COMPANY,

Attest:

Charles T. Hugle.  
Secretary

By Hugh Fullerton  
President

By Charles T. Hugle.  
Secretary

Hugh Fullerton  
Charles T. Hugle.  
A majority of the Board of Directors.

STANDARD PACIFIC GAS LINE INCORPORATED,

Attest:

Bawhitcher  
Secretary

By Alfred L. Stickney  
President

By Bawhitcher  
Secretary

Alfred L. Stickney  
F. F. Doyle.

Thos. J. Durand  
W. J. Vincent

H. C. Garrison  
A majority of the Board of Directors

On this 28th day of November, 1939, before me, FRANK L. OWEN, a notary public in and for said city and county and state, residing therein, duly commissioned and sworn, personally appeared HUGH FULLERTON and CHARLES A. RUGGLES, known to me to be the president and secretary, respectively, of STANDARD PACIFIC GAS LINE COMPANY, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the said corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the city and county and state aforesaid the day and year in this certificate first above written.

Frank L. Owen  
NOTARY PUBLIC

in and for the City and County of San Francisco, State of California

My Commission Expires  
November 22, 1941

STATE OF CALIFORNIA, )  
                          )  
                          ) ss.  
City and County of San Francisco. )

On this 28th day of November, 1939, before me, FRANK L. OWEN, a notary public in and for the said city and county and state, residing therein, duly commissioned and sworn, personally appeared ALLEN L. CHICKERING and B. W. LETCHER, known to me to be the president and secretary, respectively, of STANDARD PACIFIC GAS LINE INCORPORATED, the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the said corporation therein named, and they acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the city and county and state aforesaid the day and year in this certificate first above written.

Frank L. Owen  
NOTARY PUBLIC

in and for the City and County of San Francisco, State of California

My Commission Expires  
November 22, 1941

FRANK C. JORDAN  
SECRETARY OF STATE

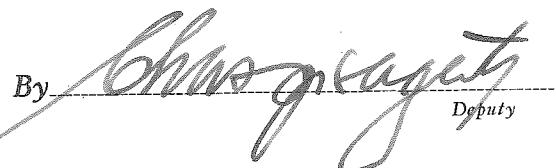


I, FRANK C. JORDAN, Secretary of State of the State of California, do hereby certify that I have carefully compared the transcript, to which this certificate is attached, with the record on file in my office of which it purports to be a copy, and that the same is a full, true and correct copy thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Great Seal of the State of California to be affixed hereto this 1st day of December, 1939.



Frank C. Jordan  
Secretary of State



By Chas. G. Hayes  
Deputy

CERTIFICATE OF OFFICERS

The undersigned, HUGH FULLERTON and CHARLES A. RUGGLES, the president and secretary, respectively, of STANDARD PACIFIC GAS LINE COMPANY, a California corporation, hereby certify that:

(a) A regular meeting of the board of directors of Standard Pacific Gas Line Company was held on the 28th day of November, 1939, at 2:00 o'clock P.M. at 225 Bush Street, in the City and County of San Francisco, State of California, 2 directors being present out of a total of 3 directors.

(b) A copy of the resolution adopted at said meeting is:

"RESOLVED: That the agreement of merger presented for the consideration and approval of this meeting, which agreement sets forth the terms and conditions of merger and the mode of carrying the same into effect, as well as the manner and basis of converting the shares of the constituent corporations into the shares of the surviving corporation is hereby approved."

A copy of the agreement of merger referred to in the resolution hereinabove set out is attached hereto.

(c) The vote of the board of directors in favor of such resolution was unanimous, to-wit: 2 directors voting in favor thereof.

(d) A special meeting of the shareholders of Standard Pacific Gas Line Company was duly held on the 28th day of November, 1939, at 2:30 o'clock P.M. at 225 Bush Street in the City and County of San Francisco, State of California, at which meeting said agreement of merger was approved by a total vote of 3 shares of the common stock, said stock being the only class of the capital stock of said corporation.

(e) The total number of subscribed shares of common stock, being the only class of stock, is 3.

(f) Notice of the time, place and purpose of said special meeting of shareholders was not sent to the shareholders nor published for the reason that all of the shareholders of the Standard Pacific Gas Line Company, prior to said special meeting, signed a waiver of notice and consent under Section 317 of the Civil Code of California to the holding of the meeting as follows:

"The undersigned, being the sole shareholder of Standard Pacific Gas Line Company, hereby gives written consent and approval to the holding, and hereby waives any and all right or necessity of any notice whatsoever, of a special meeting of the shareholders of said corporation separately called by the board of directors of

*ENDORSED  
FILED  
in the office of the Secretary of State  
of the State of California  
1191-1939  
PACIFIC GAS & ELECTRIC COMPANY  
BY THE SECRETARY OF STATE  
OF THE STATE OF CALIFORNIA  
1939*

"said corporation to be held on the 28th day of November, 1939, at 2:30 o'clock P. M. of said day at the office of said corporation at No. 225 Bush Street, in the City and County of San Francisco, State of California, for the purpose of considering and acting upon a proposed agreement of merger between Standard Pacific Gas Line Company and Standard Pacific Gas Line Incorporated, and the adoption and approval of said agreement, all as set forth more particularly in the resolution of the board of directors of said company adopted at a meeting of said board held on the 28th day of November, 1939, and as contained in the proposed Agreement of Merger, receipt of a copy thereof is hereby acknowledged.

Dated: November 28th, 1939."

WITNESS our hands and the seal of said corporation this 28th day of November, 1939.

Hugh Fullerton  
President

Charles A. Ruggles.  
Secretary

STATE OF CALIFORNIA, )  
 )  
City and County of San Francisco. )

HUGH FULLERTON and CHARLES A. RUGGLES, being first severally duly sworn, depose and say: That they are respectively the president and secretary of STANDARD PACIFIC GAS LINE COMPANY, a corporation, that they have severally read and executed the foregoing certificate of officers and know the contents thereof and that the same is true of their knowledge except as to matters therein stated upon information and belief, and as to those matters that they believe it to be true.

Hugh Fullerton  
Charles A. Ruggles.

Subscribed and sworn to before me this 28th day of November, 1939.

Frank P. O'Brien

NOTARY PUBLIC

in and for the City and County of San Francisco, State of California.

AGREEMENT OF MERGER, dated this day of November, 1939, made by and between STANDARD PACIFIC GAS LINE COMPANY, party of the first part, being a corporation organized and existing under and by virtue of the laws of the State of California, and STANDARD PACIFIC GAS LINE INCORPORATED, party of the second part, being a corporation organized and existing under and by virtue of the laws of the State of Delaware, said two corporations sometimes hereinafter are collectively referred to as the Constituent Corporations:

WITNESSETH that:

Whereas said two corporations deem it advisable that Standard Pacific Gas Line Company, the party of the first part, merge into itself Standard Pacific Gas Line Incorporated, the party of the second part, and that Standard Pacific Gas Line Incorporated, the party of the second part, should be merged into Standard Pacific Gas Line Company, the party of the first part, as authorized by the statutes of the States of California and Delaware, under and pursuant to the terms and conditions hereinafter set forth; and

Whereas said Standard Pacific Gas Line Company, the party of the first part, has heretofore been duly organized under and by virtue of the provisions of the Civil Code of the State of California, the articles of incorporation of which corporation were filed in the office of the Secretary of State on August 28, 1939; and

Whereas said Standard Pacific Gas Line Company, the party of the first part, has an authorized capital stock consisting of 1,000,000 shares of common stock of the par value of one dollar (\$1) each, amounting in the aggregate to one million dollars (\$1,000,000), of which said Standard Pacific Gas Line Incorporated subscribed to three shares, and which said subscription has been accepted by said Standard Pacific Gas Line Company; by virtue of said subscription said Standard Pacific Gas Line Incorporated is the sole shareholder of said Standard Pacific Gas Line Company; and

Whereas said Standard Pacific Gas Line Incorporated, (originally incorporated as Standard Natural Gas Company) the party of the second part, has heretofore been duly organized under and by virtue of the provisions of the General Corporation Law of the State of Delaware, the certificate of incorporation of which corporation was filed in the office of said Secretary of State on October 10, 1929, and recorded in the office of the Recorder of Deeds for the County of New Castle on October 10, 1929; and an amendment to which certificate of incorporation was filed in the office of said Secretary of State on December 4, 1929, and recorded in the office of said Recorder of Deeds on December 4, 1929; and

Whereas said Standard Pacific Gas Line Incorporated, the party of the second part, has an authorized capital stock consisting of 1,000,000 shares without nominal or par value, all of one class, of which capital stock 835,800 shares are now issued and outstanding; and

Whereas the principal office of said Standard Pacific Gas Line Company, the party of the first part, in the State of California is located at 225 Bush Street, in the City and County of San Francisco; and the principal office of Standard Pacific Gas Line Incorporated, the party of the second part, in the State of Delaware is located at

100 West 10th Street, in the City of Wilmington, County of New Castle, and the name and address of its resident agent is The Corporation Trust Company, 100 West 10th Street in said City, County and State.

Now, Therefore, the corporations, parties to this agreement, by and between their respective boards of directors, have agreed and do hereby jointly, severally and mutually agree each with the other that Standard Pacific Gas Line Company, the party of the first part, should merge into itself Standard Pacific Gas Line Incorporated, the party of the second part, and that Standard Pacific Gas Line Incorporated, the party of the second part, should be merged into Standard Pacific Gas Line Company, the party of the first part, pursuant to the laws of the State of California, and do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect as follows:

ONE. I. Standard Pacific Gas Line Incorporated, the party of the second part, one of the constituent corporations, shall be and hereby is merged into Standard Pacific Gas Line Company, the party of the first part, one of the constituent corporations, and said Standard Pacific Gas Line Company, the party of the first part, hereby merges into itself Standard Pacific Gas Line Incorporated, the party of the second part; said merging to be all upon the terms and conditions herein stated with Standard Pacific Gas Line Company, the party of the first part, one of said Constituent Corporations, hereafter and by this agreement and merger becoming effective to be named Standard Pacific Gas Line Incorporated, and to be the surviving corporation on such merger, and sometimes hereinafter referred to as the Surviving Corporation;

II. That the laws of the State of California, under which Standard Pacific Gas Line Company, the party of the first part, one of the Constituent Corporations, was organized, are the laws that shall govern the surviving corporation.

TWO. The facts as are required to be set forth in certificates or articles of incorporation by the laws of the State of California and that can be stated in the case of a merger are stated in the following articles of incorporation which shall as hereafter herein amended constitute the articles of incorporation of the merged corporation.

FIRST: The name of this corporation is STANDARD PACIFIC GAS LINE COMPANY.

SECOND: The purposes for which it is formed, the nature of the business, or objects or purposes to be transacted, promoted or carried on are:

To manufacture, purchase or otherwise acquire, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, to invest, trade, deal in and deal with goods, wares and merchandise and real and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges,

inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of, or any bonds, securities or evidences of indebtedness created by any other corporation or corporations organized under the laws of this state or any other state, country, nation or government, and while the owner thereof to exercise all the rights, powers and privileges of ownership.

To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To carry on any lawful business and to have and exercise all the powers conferred by the laws of California and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects and purposes. But the corporation shall have no power, at any time, to engage in any business in the State of California as a public utility.

THIRD: The county in the State of California where the principal office for the transaction of the business of the corporation is to be located is the City and County of San Francisco.

FOURTH: The total number of shares of stock which this corporation shall have authority to issue shall be one million (1,000,000); the aggregate par value of all shares shall be one million dollars; the par value of each of such shares shall be one dollar (\$1).

FIFTH: The shares of stock of this corporation shall all be of the same class which shall be denominated as common.

SIXTH: The number of directors of this corporation shall be three (3) and the names and addresses of the persons who are appointed to act as the first directors are:

<u>NAMES</u>	<u>ADDRESSES</u>
Hugh Fullerton	San Francisco, California
Renato Capocelli	San Francisco, California
Charles A. Ruggles	San Francisco, California

THREE. That the manner and basis of converting the shares of each of said Constituent Corporations into the shares of said Surviving Corporation shall be and are hereby as follows:

(a) The 835,800 issued and outstanding shares of stock of Standard Pacific Gas Line Incorporated, one of said Constituent Corporations, the party of the second part, shall be and constitute 1,400 shares of the issued and outstanding stock of the Surviving Corporation.

(b) The 3 subscribed for shares of stock of Standard Pacific Gas Line Company, one of said Constituent Corporations, the party of the first part, shall be forthwith, upon this agreement becoming effective, cancelled.

(c) The stockholders of Standard Pacific Gas Line Incorporated, one of said Constituent Corporations, the party of the second part, will deliver the certificates representing 835,800 shares to the Surviving Corporation in exchange for certificates representing 1,400 shares of the Surviving Corporation pro rata as owned by said stockholders upon the merger becoming effective.

FOUR. The articles of incorporation of Standard Pacific Gas Line Company, the party of the first part, one of the Constituent Corporations, shall be the articles of the Surviving Corporation and said articles shall be and are forthwith upon this agreement becoming effective, amended by striking out articles First and Sixth thereof and inserting in lieu and in place of said respective articles the following:

"FIRST: The name of this corporation is Standard Pacific Gas Line Incorporated.

SIXTH: The number of directors of this corporation shall be eight (8), and the names and addresses of the persons who are appointed to act as the first directors are:

<u>NAMES</u>	<u>ADDRESSES</u>
Hugh Fullerton	San Francisco, California
Renato Capocelli	San Francisco, California
Charles A. Ruggles	San Francisco, California"

IN WITNESS WHEREOF, the parties to this agreement, pursuant to authority duly given by their respective boards of directors, have caused these presents to be executed by their respective presidents

and secretaries and by a majority of the directors of each party hereto, and the corporate seals affixed.

STANDARD PACIFIC GAS LINE COMPANY,

Attest:

By \_\_\_\_\_  
President

Secretary

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
A majority of the Board of Directors

STANDARD PACIFIC GAS LINE INCORPORATED,

Attest:

By \_\_\_\_\_  
President

Secretary

By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
A majority of the Board of Directors

## **EXHIBIT F**

**EXHIBIT F - PROPOSED CHANGES IN PG&E GAS RATES**  
**PACIFIC GAS AND ELECTRIC COMPANY**  
**Class Average Bundled and Transportation/PPPS Rates (\$/th)**  
**Proposed Standard Pacific Gas Line Incorporated (Stanpac) Average Rates**

Line No.	Customer Class	September 1, 2025	Stanpac 2027 Rates	\$ Change	% Change
		Present	Proposed		
1	<b>BUNDLED—RETAIL CORE*</b>				
2	Residential Non-CARE	\$2.871	\$2.871	\$0.0002	0.0%
3	Residential CARE	\$2.264	\$2.264	\$0.0001	0.0%
4	Small Commercial Non-CARE	\$2.034	\$2.034	\$0.0002	0.0%
5	Large Commercial	\$1.407	\$1.407	\$0.0002	0.0%
6	Uncompressed Core NGV	\$1.410	\$1.410	\$0.0002	0.0%
7	Compressed Core NGV	\$3.053	\$3.053	\$0.0002	0.0%
8	<b>TRANSPORT ONLY—RETAIL CORE</b>				
9	Residential Non-CARE	\$2.404	\$2.405	\$0.0002	0.0%
10	Residential CARE	\$1.797	\$1.797	\$0.0001	0.0%
11	Small Commercial Non-CARE	\$1.612	\$1.612	\$0.0002	0.0%
12	Large Commercial	\$1.028	\$1.028	\$0.0002	0.0%
13	Uncompressed Core NGV	\$1.037	\$1.037	\$0.0002	0.0%
14	Compressed Core NGV	\$2.679	\$2.679	\$0.0002	0.0%
15	<b>TRANSPORT ONLY—RETAIL NONCORE (NONCOVERED ENTITIES)</b>				
16	Industrial – Distribution	\$0.953	\$0.953	\$0.0002	0.0%
17	Industrial – Transmission	\$0.490	\$0.490	\$0.0002	0.0%
18	Industrial – Backbone	\$0.245	\$0.245	\$0.0000	0.0%
19	Uncompressed Noncore NGV – Distribution	\$0.862	\$0.862	\$0.0002	0.0%
20	Uncompressed Noncore NGV – Transmission	\$0.456	\$0.456	\$0.0002	0.0%
21	Electric Generation – Distribution/Transmission	\$0.410	\$0.410	\$0.0002	0.0%
22	Electric Generation – Backbone	\$0.177	\$0.177	\$0.0000	0.0%
23	<b>TRANSPORT ONLY—WHOLESALE</b>				
24	Alpine Natural Gas (T)	\$0.265	\$0.265	\$0.0002	0.1%
25	Coalinga (T)	\$0.266	\$0.266	\$0.0002	0.1%
26	Island Energy (T)	\$0.283	\$0.283	\$0.0002	0.1%
27	Palo Alto (T)	\$0.260	\$0.261	\$0.0002	0.1%
28	West Coast Gas – Castle (D)	\$0.717	\$0.717	\$0.0002	0.0%
29	West Coast Gas – Mather (D)	\$1.032	\$1.033	\$0.0002	0.0%
30	West Coast Gas – Mather (T)	\$0.268	\$0.268	\$0.0002	0.1%

\* Bundled rates incorporate an illustrative procurement revenue requirement and will not match rates as filed in PG&E's Core Monthly Pricing Advice Letters.

- (1) CARE Customers receive a 20% discount off of PG&E's total bundled rate and are exempt from the CARE portion of PG&E's Public Purpose Program Surcharge (G-PPPS) rates and cost recovery of the California Solar Initiative Thermal Program.
- (2) Transportation rates paid by all customers include an additional GHG Compliance and Obligation Cost Recovery component of \$0.14588 per therm.
- (3) Covered Entities (i.e. customers that currently have a direct obligation to pay for allowances directly to the Air Resources Board) will pay a GHG Compliance Recovery Cost component of \$-0.00165 per therm to cover PG&E allowance costs associated with lost & unaccounted for (LUAF) gas and compression costs. Covered entities will see a line item credit on their bill equal to \$0.14753 (\$0.14588 minus \$-0.00165) per therm times their monthly billed volumes.