

NOTICE OF INTRASTATE CURTAILMENT TRANSFER

SAMPLE DOCUMENT – NOT FOR ACTUAL USE

This Notice is to confirm to Southern California Gas Company (“Utility”) that _____ (Acct. No. # _____ and OCC No. # _____) [“Customer #1,” a.k.a., “original curtailment assignee”], and _____ (Acct. No. # _____ and OCC No. # _____) [“Customer #2,” a.k.a., “curtailment transferee”] have mutually agreed to implement an Intrastate Curtailment Transfer, pursuant to Utility’s Tariff Rule #23. Such transfer shall be on the following terms and conditions:

1. In the event that Utility determines that Customer #1’s service at _____ is to be curtailed, up to _____ decatherms per day of Customer #2’s service at _____ shall first be curtailed. Such curtailment of Customer #2 hereunder shall in no event exceed _____ consecutive operating days of Customer #2.
2. To be effective, this Notice must be received by SoCalGas within the time periods specified in Rule #23, and such transfer must be applicable to a portion of Utility’s service area which makes such intrastate curtailment transfer operationally feasible (as determined by Utility in its sole reasonable judgment).
3. Customer #2 shall be subject to all terms and conditions specified in Rule #23 (or any successor), from time to time.
4. This arrangement may be terminated at any time by either Customer #1 or Customer #2 subject to Utility receiving at least five (5) days prior written notification of such termination from the terminating party.
5. This arrangement will automatically terminate upon 1) the termination of either party’s existing Schedule A: Intrastate Transmission Service agreement (“Schedule A”), or 2) the cessation of natural gas service by SoCalGas to either party.
6. Transfer volumes from Customer #2 to Customer #1 will be available only on operating days specified in the Schedule A of Customer #2.
7. Customer #1 and Customer #2 hereby agree and authorize Utility to treat the transfer volume in this form as an increase to the otherwise applicable *authorized curtailment quantity* (ACQ) of Customer #1 and a decrease to the otherwise applicable *authorized curtailment quantity* of Customer #2.
8. Other than the intrastate curtailment transfer contemplated herein, any considerations or obligations agreed upon by and between Customer #1 and Customer #2 related to the curtailment priority established hereunder shall be solely between such parties, and shall not affect Utility or Utility’s operations.
9. This arrangement shall be subject to the continuing jurisdiction of the California Public Utilities Commission (CPUC) and its orders, rules, regulations, and decisions and Utility’s Tariff Rate Schedules and Tariff Rules, as each may be in effect from time-to-time.
10. The legal provisions of Utility’s Tariff Rule #4 are incorporated and made part of this Agreement.
11. By the execution by their authorized representatives below, Customer #1 and Customer #2 affirm that the foregoing sets forth their mutual understanding, and upon execution by Utility’s authorized representative, all parties concur that they shall be bound hereby.

Customer #1

Customer #2

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Name: _____
 By: _____
 Title: _____
 Date: _____

Name: _____
 By: _____
 Title: _____
 Date: _____

Accepted and Agreed to this _____ Day of _____, 200_

SOUTHERN CALIFORNIA GAS COMPANY

Name: _____

By: _____

Title: _____

Southern California Gas Company (Form 6600, Rev. 9/01)