

SAMPLE FORMS - CONTRACTS  
Core Capacity Assignment Agreement  
for Energy Service Provider - Form No. 6599 (4/2005)

(See Attached Form)

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. 3489  
DECISION NO.

1C16

ISSUED BY

**Lee Schavrien**  
Vice President  
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)

DATE FILED Apr 11, 2005  
EFFECTIVE Sep 14, 2005

RESOLUTION NO. \_\_\_\_\_

**SOUTHERN CALIFORNIA GAS COMPANY  
CORE CAPACITY ASSIGNMENT AGREEMENT FOR ENERGY SERVICE  
PROVIDER**

This agreement, dated this \_\_\_\_ day of \_\_\_\_, 200\_\_, is by and between the Southern California Gas Company (“SoCalGas”) and \_\_\_\_\_ (“ESP”). The parties have already entered into a Energy Service Provider Agreement dated \_\_\_\_\_. In conjunction with that agreement, this Core Capacity Assignment Agreement serves to streamline the Capacity Bid process and to confirm ongoing acceptance of Capacity Assignment on the El Paso and Transwestern pipelines (“interstate pipelines”) by ESP in accordance with Tariff Rule 32 as outlined below:

- 1) It is agreed that ESP’s total Core Capacity quantity shall be the Daily Contract Quantity (“DCQ”) for the ESP, determined on a monthly basis by SoCalGas, in accordance with Tariff Rule 32, Section D.1, and shall be assigned and accepted at 100% of the “as-billed rate”.
- 2) This agreement shall be in effect on a month to month basis until such time as 30 days written notification is given by either party canceling this agreement, or the parties have been notified that there is a change to the Interstate Capacity Brokering program (Tariff Rule 36), the Core Aggregation Transportation program (Tariff Rule 32) or any other regulatory changes that would directly affect this agreement or the Energy Service Provider Agreement has terminated.
- 3) ESP shall be responsible for obtaining and maintaining credit with any interstate pipeline from which capacity shall be assigned (currently El Paso and Transwestern) consistent with Tariff Rule 32.
- 4) ESP shall be notified of the DCQ and its Core Capacity Assignment by SoCalGas either via e-mail, facsimile or on EBB by the 20th of each month, or the first business day following (if the 20th falls on a weekend or holiday).
- 5) ESP will be notified of bid posting by SoCalGas and will have 24 hours to confirm the capacity assignment on the appropriate interstate pipeline bulletin boards. It is the ESP’s responsibility to verify and confirm posting with the interstate pipelines. If SoCalGas has not received any communication from the ESP within such 24-hour period the bid will be deemed confirmed. Consequences for failure to confirm shall be determined by Tariff Rule 32 and Tariff Rule 36.
- 6) ESP and interstate pipelines will be responsible for, or liable for, any billing or administration of interstate pipeline capacity agreements.
- 7) ESP is responsible for, and shall pay directly to the interstate pipeline, all charges for assigned capacity. Said charges shall be reimbursed to the Aggregator as outlined in Tariff Rule 32, Section E.1.
- 8) Capacity may be rebrokered as allowed in Tariff Rule 36, “Interstate Capacity Brokering”.
- 9) Any disputes concerning this agreement shall be resolved in accordance with Tariff Rule 36.

When executed by an authorized representative of each of the parties, this, with the Energy Service Provider Agreement, constitutes the entire agreement for Core Aggregation Capacity assignment and shall be considered effective as of the date executed.

**ENERGY SERVICE PROVIDER**

**SOUTHERN CALIFORNIA GAS COMPANY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date