

Schedule No. GSR

SALE FOR RESALE NATURAL GAS SERVICE

APPLICABILITY

Applicable for natural gas service for resale to the City of Victorville Municipal Utility Services at the Southern California Logistics Airport, Account No. 121-1111539.

RATES

The Customer shall pay the following charges to receive natural gas under this schedule:

1. Basic Service Charge: The Basic Service Charge per month is the charge per meter as set forth in the currently effective Statement of Rates of this California Gas Tariff.
2. Transportation Service Charge: The Transportation Service Charge per month is the charge as set forth in the currently-effective Statement of Rates of this California Gas Tariff.
3. Volume Charge: An amount equal to the applicable Volume Charge per therm of gas received by the Company for the account of the Customer. These charges are set forth in the currently-effective Statement of Rates of this California Gas Tariff and are incorporated herein by reference.

Minimum Charge

The minimum charge per month is the Basic Service Charge plus the Transportation Service Charge, if applicable.

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BILLING ADJUSTMENTS

Rates may be adjusted to reflect any applicable taxes, franchise or other fees, regulatory surcharges, and interstate or intrastate pipeline charges or penalties that may occur.

The number of therms to be billed shall be determined in accordance with Rule No. 2C of this California Gas Tariff.

In addition to the charges described above, the Customer shall be responsible for any gas costs, taxes and/or fees incurred by the Company in taking delivery of customer secured natural gas from upstream suppliers.

CURTAILMENT OF SERVICE

Service under this schedule may be curtailed in accordance with the curtailment provisions of Rule No. 21 of this California Gas Tariff.

FORCE MAJEURE

Relief From Liability. Neither party shall be liable in damages to the other on account of "force majeure" occasioned by any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, depletion of or temporary failure of gas supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or not, and not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to settle or prevent any strikes or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

Liabilities Not Relieved. Neither the Customer nor the Company shall be relieved from liability in the event of its concurring negligence or failure on its part to use due diligence to remedy the force majeure and remove the cause with all reasonable dispatch, nor shall such causes or contingencies affecting performance of any agreement relieve either party from its obligations to make payments when due in respect of gas theretofore delivered.

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SPECIAL CONDITIONS

1. Definitions of the principal terms used in this schedule are contained in Rule No. 1.
2. All rates and conditions are subject to revision and modification as a result of Commission order.
3. All terms and conditions of Rule No. 22 shall apply to the transportation of customer-secured natural gas under this schedule.
4. Utility shall offer intrastate transportation service only to customers whose volumes are purchased or received through (1) gas delivered to Utility interconnection with an interstate pipeline on a firm basis, (2) intrastate California supplies delivered directly into the Utility's system, or (3) supplies which are delivered from the Utility's storage facilities, provided that the Utility has sufficient capacity to receive and redeliver all such volumes on a firm basis.
5. For its firm intrastate transportation service, Customer will receive full requirements service in order to serve its own core customers' requirements, on an aggregate basis. Customer must provide Utility sufficient information to establish the usage requirements of its designated full requirements load.
6. Customer's full requirements service loads are prohibited from being displaced through use of alternate fuels or bypass pipeline service.