REMAC/SUNPACIFIC ENERGY MANAGEMENT, INC.

NATURAL GAS SALES AND CORE AGGREGATION AGREEMENT

By and Between

SunPacific Energy Management, Inc.

and

Santa Barbara City College

For service within the territory of
Southern California Gas Company

Encl. 5
Item 5.2-b
01/23/92

SANR CSS006
NATURAL GAS SALES AND CORE AGGREGATION AGREEMENT

This Natural Gas Sales and Core Aggregation Agreement, hereinafter "Agreement," is made and entered into as of this _____ day of __________, 19__, by and between Regional Energy Management Coalition, a California joint powers agency, hereinafter "REMAC;" SunPacific Energy Management, Inc., a California corporation, hereinafter "SunPacific;" and Santa Barbara City College, a community college, hereinafter "College" or "User."

The parties hereby agree as follows:

1. College is a member of REMAC. REMAC has contracted with SunPacific to provide coordination services for the purchase and management of a natural gas program for members of REMAC. This Agreement is being entered into pursuant to that agreement and subject to all of the same terms and conditions between SunPacific, REMAC, and the School Project for Utility Rate Reduction, hereinafter "SPURR."

2. College is a core customer of Southern California Gas Company, hereinafter referred to as "Utility." College appoints SunPacific as its exclusive agent to coordinate its participation in the Utility's Core Aggregation Program, hereinafter "Program," on behalf of College for the facilities listed in Exhibit C, which is attached hereto and incorporated herein. All parties understand and agree that the authority for the Program is granted by and subject to the California Public Utilities Commission, hereinafter "CPUC," as initially authorized by CPUC Decision No. 91-02-040. Consistent with the CPUC, if service to College has not been initiated under the terms of this Agreement prior to the maximum subscription authorized by the CPUC, then this Agreement may, at SunPacific's option, become null and void.

3. Services

SunPacific shall deliver the following services to College:

3.1 Analyze and evaluate natural gas supply and transportation strategies;
3.2 Assist in the negotiation and implementation of natural gas purchase, transportation and other similar gas services for SPURR and REMAC Participating Members;
3.3 Forecast estimated monthly gas requirements of College;
3.4 Negotiate prices and quantities for natural gas purchases by College;
3.5 Perform nominations of gas purchases and transportation services for College;
3.6 Monitor gas account imbalances with transporters;
3.7 Provide for the delivery of natural gas to all participating College facilities, as listed in Exhibit C;
3.8 Generate gas purchase, transportation and storage invoices showing:

3.8.1 **Base fee.** The fee for all services except surcharges for billing and invoicing and payment terms and late charges.

3.8.2 **Billing and invoicing fee.** The charges for actual costs of billing and invoicing functions.

3.8.3 **Payment Terms and Late Charges.** Finance charges for payments received more than 30 days beyond date of postmark of invoice; and

3.9 Provide general consultation services

4. College through Exhibit C which is attached hereto and incorporated herein submits to SunPacific its list of accounts to be served hereunder. College shall notify SunPacific of any changes in Exhibit C. College shall also notify SunPacific of changes in College’s facilities or operations which are reasonably expected to increase or decrease the consumption of natural gas more than twenty-five percent (25%) as compared to historical levels.

5. **Agency Relationship**

5.1 College authorizes SunPacific to take actions appropriate to establish the Program, including but not limited to:

5.1.1 Aggregating the gas supplies and services of College with those of other Utility core customers in conjunction with providing such gas supplies and services to College and pursuant to the terms and conditions of the Program.

5.1.2 Executing local distribution company riders and other documentation on behalf of College.

5.1.3 Nominating on behalf of College and receiving bids in accordance with California statutes regulating bidding and award thereof.

5.1.4 Arranging for payment of Program bills for gas and transportation.
5.2 College authorizes SunPacific to act as its exclusive Program agent and does hereby constitute and appoint an authorized officer of SunPacific to act on its behalf as its lawful agent for the implementation of the Program. This authorization shall include the right to do and perform all acts, with full power to execute all documents requisite and necessary to be done in all matters relating to the purchase and sale of natural gas, nomination of gas supplies, treatment of gas imbalances, gas storage and any and all other operational transactions with the Utility necessary in order to deliver gas to the Utility for subsequent redelivery to College, more fully described in Exhibit A, the Core Aggregation Authorization, which is attached hereto and incorporated herein.

6. **Title**

SunPacific shall not take title to any natural gas. All purchase, transportation and other gas service contracts shall be in the name of College, of SPURR and REMAC, of REMAC or of SPURR.

7. **Term**

Subject to the other provisions hereof, this Agreement shall be in full force and effect from the date first written above until July 31, 1994, unless terminated at an earlier date.

8. **Price**

The cost of gas and the price of the services provided hereunder shall be as set forth in Exhibit B, which is attached hereto and incorporated herein.

9. **Payment**

9.1 On a monthly basis, unless otherwise approved by College, SunPacific shall provide College with a statement for each of College's facilities serviced under this Agreement. Invoices will be directed to and payment is to be made directly by College to REMAC, pursuant to Section 10 of this Agreement. Payment is due 30 days from the date of invoice postmark. Late payment charges may be imposed by SunPacific at a rate equal to one and one-half percent (1.5%) per month on all outstanding balances. Notwithstanding the existence of any late payment penalty, any failure to pay any SunPacific monthly statement and/or late payment shall provide SunPacific with the unilateral right to terminate this Agreement. Payments not received within 60 days from the date of invoice are subject to journal voucher transfer by the College's respective county office of education.
9.2 It is the intention of the parties that at the first available opportunity, SunPacific shall endeavor to consolidate all natural gas invoicing and reporting requirements between College, SunPacific, and the Utility, in order that College’s entire billing and payments relationships for all natural gas purchases and services shall be covered under the invoicing arrangements between College and SunPacific hereunder. The parties agree that the consolidation of billing by SunPacific of both gas and transportation is to be contingent on the Utility’s provision of the necessary information in a timely and accurate manner.

9.3 College understands and agrees that from time to time, SunPacific may not receive timely information from the Utility to invoice College on its actual usage for any month; consequently, SunPacific may invoice College on an estimate of College’s actual usage of natural gas, in a manner consistent with the Utility’s published procedures on issuing estimated bills. College agrees to pay REMAC the amount on the invoice as presented, and both parties shall make any and all adjustments as soon as practicable thereafter. Such payment shall not be deemed to be a waiver of the right by College to recoup any overpayment, or by REMAC or SunPacific to recoup any underpayment.

9.4 In the event College fails to make timely payment, consistent with the terms employed by the Utility, SunPacific and REMAC, in addition to any other remedy it may have hereunder, SunPacific may declare College to be in default and terminate this Agreement or elect to suspend further delivery of gas until such amount is paid. SunPacific and REMAC are further authorized to bill College for reasonable charges associated with demands for payment on late accounts as well as reasonable charges associated with suspension and resumption of service hereunder.

10. Disbursement of Funds

Subject to the terms and conditions of this Agreement, REMAC agrees to provide for sale and delivery, and College agrees to receive and to pay REMAC for a quantity of natural gas required to service the facilities listed on Exhibit C.

10.1 An escrow account for the purposes of receiving payments by participating members of REMAC and SPURR and making payments to SunPacific, the utilities and the gas suppliers shall be established.
10.2 The instructions for this escrow account shall be approved by the Boards of Directors of SPURR and REMAC, and shall include a list of the authorized recipients of payments from the account.

10.3 Only the SPURR/REMAC management may authorize releases of funds from the escrow account, and such shall only be to those payees identified in the escrow instructions.

11. **Guarantees of SunPacific’s Performance**

11.1 **Gas Price Performance Guarantee**: SunPacific shall provide surety by means of a bond, pledge of assets, or through some other means acceptable to SPURR and REMAC that the total annualized average cost of gas provided to each SPURR and REMAC Participating Member will not exceed the annualized average cost of gas, WACOG, had the gas been provided by the local utility. SunPacific’s surety will guarantee that any excess costs shall not be borne by SPURR, REMAC, its board and officers, its employee, its agents, or its members.

11.1.1 The price to SPURR and REMAC Participating Members used in the calculation of this Performance Guarantee shall be based on the total burner tip costs including all gas costs, gas taxes, fixed and commodity transportation charges, storage charges and all charges as described in Exhibit B, excepting late payment charges and interest on working capital.

11.1.2 The Utility WACOG price will be evaluated at the burner tip including all fixed and commodity utility charges and taxes.

11.1.3 SunPacific shall be waived from the surety guarantees for gas price if SunPacific fails, due to circumstances beyond the reasonable control of SunPacific, to receive competitive proposals from Suppliers. In such case, SunPacific with mutual agreement of SPURR and REMAC will obtain, where possible, utility gas for member schools.

11.2 **Utility Surcharge Guarantee**: SunPacific shall provide surety by means of a bond, pledge of assets, or through some other means acceptable to SPURR and REMAC that any surcharges imposed by the local utilities on any member to correct imbalances shall not be borne by SPURR, REMAC, its board and officers, its employees, its agents, or its members.
12. The occurrence of any future change in any law, rule or regulation, or utility practice which prohibits or frustrates SunPacific, REMAC or the College from carrying out the terms of this Agreement shall excuse both parties from their obligations, other than the obligation of College to make payments due for gas and services received.

13. **Cancellation/Modification of Service**

13.1 **Cancellation**: College may only withdraw or cancel this Agreement consistent with the rules and regulations promulgated by the California Public Utilities Commission and in a manner which releases SunPacific from all responsibility and liability related to the subjectmatter of the Agreement. Cancellation of Agreement by College management may be for (a) default by SunPacific, (b) lack of further need for the service or commodity, or (c) for lack of satisfaction with performance of SunPacific by the Boards of Directors of SPURR and REMAC.

13.2 **Default by SunPacific**: Default by SunPacific is defined as the failure of SunPacific to fulfill the obligations of this Agreement. In case of default by SunPacific, the Boards of Directors of SPURR and REMAC may cancel the contract immediately and procure the articles or services from other sources and hold SunPacific responsible for any excess costs occasioned thereby.

13.3 **No Further Need of Services**: In the event College no longer needs the service or commodity specified in this Agreement due to program changes; changes in laws, rules or regulations; relocation of offices; or lack of funding, the College may cancel the contract by giving SunPacific written notice of such cancellation thirty (30) days prior to the date of cancellation.

13.4 **Not Satisfied with SunPacific's Services**: In the event the College is no longer satisfied with the level of performance of SunPacific, it must appeal to the Board of Directors of REMAC, which may take action to give SunPacific written notice of such dissatisfaction. Such notice may not occur prior to March 1, 1992, and such be reasonable. It may not be based on a pricing modification which would be possible with a different contractor. SunPacific shall have thirty (30) days from date of notification to correct performance. If the Boards of Directors of SPURR and REMAC are not satisfied with the correction and continued level of performance,
SPURR and REMAC shall give SunPacific written notice of cancellation of this Agreement sixty (60) days from the date of this second notice. Should SunPacific wish to protest such cancellation, SunPacific must within ten (10) days of this second notice send written notice to SPURR and REMAC of such protest and request that the matter be referred to a neutral third party for determination. SunPacific and SPURR and REMAC shall attempt to jointly agree upon a neutral third party to hear and decide this matter. In the event that they cannot agree within fifteen (15) days after SunPacific’s protest, then the matter shall be referred to the Judicial Mediation and Arbitration Service for hearing and decision. The individual hearing this matter shall be limited to deciding whether or not the performance demands of the Boards of Directors of SPURR and REMAC were reasonable and whether or not SunPacific met the demands during the correction period. If the individual finds that the demands were reasonable and correction did not occur, this Agreement shall be terminated, and SunPacific shall also be responsible for the costs of this procedure, excepting each parties own attorney’s or representation fees. If the individual finds that the demands were unreasonable this Agreement shall not be terminated, and SPURR and REMAC shall be responsible for the costs of this procedure, excepting each parties own attorney’s or representation fees. If the individual finds that demands were reasonable and that correction did occur, then this Agreement shall not be terminated, and SunPacific shall be responsible for one-half and SPURR and REMAC shall be responsible for one-half of the cost of this procedure, with each party responsible for its own attorney’s or representation fees. The decision shall be binding.

13.5 Cancellation by SunPacific: Actions by the utilities, SPURR, REMAC and member districts and/or CPUC to develop rules which are in conflict with sound business practices, or impose unnecessary risk on either party to this Agreement, or substantially prevent the SunPacific from performing its functions under this Agreement may result in the cancellation of this Agreement by SunPacific. SunPacific shall give SPURR and REMAC written notice ninety (90) days prior to such cancellation and shall work diligently with SPURR and REMAC to minimize the negative effects on SPURR and REMAC and the College of such cancellation.
13.6 Limitation on Cancellation Right: The cancellation right of either party, as specified above, is limited to the ability of the other party to remove itself from obligations to others which were specifically undertaken, reasonably anticipated by the other party and reasonably required to enable performance of the Agreement. Upon giving or receipt of notice of cancellation, it shall be the responsibility of the party who believes itself to be required to perform on a supporting agreement to this Agreement, to notify the other party of the nature of the limitation and the impact of the termination of this Agreement. The impacted party must notify the other party within 10 days of receipt of intended cancellation. Failure to provide such notice of such a supporting agreement within the ten day period shall cause the impacted party to this Agreement to waive its rights under this paragraph. Where proper notice has been given of supporting agreements, then the canceling party may either continue with the cancellation and assume or assign responsibility for the supporting agreements or the effective date of the cancellation shall be no earlier than the date on which the contractually constrained party, using its best efforts, is able to remove itself from the obligation.
14. **Notices**

Notices and correspondence should be sent to:

**SunPacific**

SunPacific Energy Management, Inc.  
900 Larkspur Landing Circle, Suite 240  
Larkspur, CA  94939  
Attn: Lynn Newcomer  
Telephone No.: 415 461-4162  
Facsimile No.: 415 461-6803

**REMAC**

Los Angeles County Office of Education  
9300 Imperial Highway, Room 128  
Downey, CA  90242-2890  
Attention: Pamela T. Johnson  
Telephone: 213 922-6336  
Facsimile: 213 803-4787

**College**

Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, CA  93109  
Attn: Charles L. Hanson  
Telephone No.: 805-965-0581  
Facsimile No.: 805/963-7222

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized representatives on the date first entered above.

**SunPacific:**

By: ____________________________

its: ____________________________

**REMAC:**

By: ____________________________  
its: ____________________________

**College:**

By: ____________________________  
its: ____________________________

Vice President, Business Services
EXHIBIT A
CORE AGGREGATION PROGRAM AUTHORIZATION

I, Santa Barbara City College, a core customer ("Customer") of the Southern California Gas Company ("SoCalGas"), hereby grant SUNPACIFIC ENERGY MANAGEMENT, INC. ("Aggregator" or "SunPacific") authority to act on behalf of Santa Barbara City College in order to nominate and transport gas to and across the SoCalGas utility system to Customer’s facility or facilities specified in Exhibit C to the Natural Gas and Core Aggregation Agreement dated ________ between SunPacific, the Regional Energy Management Coalition, and the School Project for Utility Rate Reduction, pursuant to the SoCalGas Tariff Rate Schedule(s), Tariff Rules and terms and conditions set forth in such Agreement.

1. This Authorization is in effect from __________ (date) and shall terminate on July 31, 1994, unless terminated earlier by Customer’s written notification to SoCalGas. Such termination shall be effective on the first day of Customer’s next billing cycle.

2. Customer hereby authorizes Aggregator to be its authorized agent to act on its behalf in all matters relating to the nomination of gas supplies, treatment of gas imbalances, gas storage and any and all other operational transactions with SoCalGas necessary in order to deliver gas into the SoCalGas utility system for subsequent redelivery to Customer’s facility. Any prior Aggregator Authorizations which Customer has executed (if any), are terminated as of the effective date of this Authorization.

3. SoCalGas shall bill ____ Aggregator or ___ Customer. If Aggregator receives such bills, Aggregator shall arrange for the making of all payments on Customer’s behalf for all services rendered by SoCalGas.

4. Aggregator can ___ or cannot ___ nominate targeted sales on Customer’s behalf. Customer cannot nominate targeted sales on its own behalf in the Targeted Sales Programs.

5. Customer understands and agrees that in the event of nonpayment by Aggregator, Customer will be responsible to SoCalGas for payment of Customer’s bills for gas and services, including targeted sales, even if Customer has already made payment to Aggregator for those same gas quantities and services.
6. Customer further understands that if Aggregator's contract with SoCalGas terminates for any reason, on receipt of notice by Utility, Customer will receive gas service under core procurement service from SoCalGas commencing on the first day of Customer's next billing cycle pursuant to the terms and conditions of the applicable core procurement Tariff Rate Schedule for each of Customer's accounts for the remainder of the Contract Year.

7. Customer agrees to indemnify, defend and hold SoCal Gas harmless from and against any and all claims, demands, damages, liabilities and other expenses which SoCal Gas or Customer may sustain at any time arising from Customer's gas supply and service arrangements with Aggregator.

8. Aggregator is identified as follows:

Name: SunPacific Energy Management, Inc.
Contact: Lynn Newcomer
Address: 900 Larkspur Landing Circle, Suite 240
City/State: Larkspur, CA 94939
Telephone: 415-461-4162
Emergency No.: 415-898-7852
FAX No.: 415-461-6803

Accepted and Agreed to:

Santa Barbara City College

By: ________________________________
Title: Vice President, Business Services
Date: ______________________________

SunPacific Energy Management, Inc.

By: ________________________________
Title: ______________________________
Date: ______________________________
EXHIBIT B
PRICE

1. SERVICE FEES

Each Participating Member shall be invoiced monthly for natural gas used and for transportation charges for such gas. Each Participating Member shall also receive a monthly statement from REMAC, through its agent, SunPacific, which includes the following fees or credits:

1.1 Base Fee: The fee for all services described herein, except as specified below, shall be based on the MMBtu consumed by the combined facilities of the Participating Members of SPURR and REMAC:

1.1.1 $.05 per MMBtu consumed for the first 300,000 MMBtu per month

1.1.2 $.04 per MMBtu consumed for the next 150,000 MMBtu per month

1.1.3 $.03 per MMBtu consumed for all volumes consumed in excess of 450,000 MMBtu per month

1.2 Billing and Invoicing Fees: Contractor may add to the cost of gas the costs plus reasonable overhead of billing and invoicing functions. These functions include:

1.2.1 Receipt of data from the utilities;

1.2.2 Processing, printing and mailing of invoices;

1.2.3 Follow-up on late payments, including collections and processing of such payments;

1.2.4 Producing management reports for SPURR and REMAC;

1.2.5 Postage;

1.2.6 Printing of initial forms; and

1.2.7 Data processing of both invoice and payment receipts.

It is currently estimated that this cost should be $.60 - $1.00 per invoice. This surcharge shall be limited to a maximum of $1.20 per invoice, and is anticipated to occur no more frequently than one time per month.
1.3 Payment Terms and Late Charges: There will be two separate finance charges added to the SPURR and REMAC Participating Members' billings.

1.3.1 Payment Terms: Invoices will be directed to and payment is to be made directly by SPURR and REMAC members to an escrow account established for the purposes of receiving payments by Participating Members of SPURR and REMAC and making payments to SunPacific, the utilities and the gas suppliers. Payment is due 30 days from the date of invoice postmark.

1.3.2 Late Payment Charge: Payments received beyond the date due from SPURR and REMAC members shall be billed at 1.5 percent per month, prorated by the day. These costs shall be added to the bills of the late SPURR and REMAC members.

1.3.3 Default: Failure of SPURR and REMAC members to pay, beyond 90 days, shall cause the balance, including interest, to be added to the aggregated cost of the gas. Subsequent payment by the party in default shall cause a credit to be allocated to the aggregated cost of gas.

1.4 Working Capital Interest Charges Due to Data Delays: If there are delays in data delivery by the Utility during the first year of operation of this Agreement or from other causes reasonably outside the control of Contractor and there is an accrual of money outstanding because Contractor has made payments out of Contractor's own working capital for gas or transportation on behalf of SPURR and REMAC Participating Members, a surcharge on this amount shall be assessed all SPURR and REMAC Participating Members at a rate of 1.5% per month prorated by day on the outstanding amounts and charged prorata to each according to each's prior total usage of MMBtu's from this program.

2. COST OF GAS FEES AND CREDITS

2.1 Targeted Sales: Each Participating Member shall receive a credit for the difference between its utilities cost of gas and the price bid by the supplier to the REMAC program, under the Targeted Sales Program.

2.2 Supplemental Gas Cost Charges: Should supplemental gas demands require the purchase of California supply natural
gas Participating Members use, a supplemental gas cost charge shall be made.

3. RECORDKEEPING

3.1 SunPacific shall maintain a purchase gas account in which it shall book all gas costs incurred by REMAC, which are to be charged to Participating Members. A proration of this cost shall be applied to each Participating Member based upon REMAC’s estimate of each Participating Member’s gas usage during that calendar month. The costs to be included within the purchase gas account are as follows:

3.1.1 cost of gas purchased by REMAC;

3.1.2 interest or other charges normally and reasonably incurred in holding and maintaining the account and accruals to Supplier due to timing of payments; and

3.1.3 debits and credits resulting from defaults on Participating Members’ payments and recovery of defaults as each are recognized.
EXHIBIT C
FACILITIES

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<th>Facility Name and Address and Present Utility Account Number</th>
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<tr>
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<tr>
<td>Account Number - 1048605524101</td>
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<tr>
<td>2. SANTA BARBARA CTY COLLEGE 310 W PADRE ST</td>
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<td>Account Number - 1048605580651</td>
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<td>3. SANTA BARBARA CTY COLLEGE 721 CILFF DR</td>
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<td>Account Number - 1248608420451</td>
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<td>4. SANTA BARBARA CTY COLLEGE 721 CLIFF DR</td>
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<tr>
<td>Account Number - 1248608420461</td>
</tr>
<tr>
<td>5. SANTA BARBARA CTY COLLEGE 300 N TURNPIKE</td>
</tr>
<tr>
<td>Account Number - 1648743803553</td>
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</tbody>
</table>
CORE AGGREGATION SERVICE AGREEMENT

This agreement ("Agreement") is made this ___ day of _______, 19___ between Southern California Gas Company, a California Corporation ("Utility") and Santa Barbara City College, a California Corporation, ("Customer"). Customer acting on behalf of itself and each party set forth in Attachment C desires gas service under the Core Aggregation Pilot Program, and Utility is willing to furnish such service as provided herein and under the applicable Tariff Rate Schedule(s) and rules specified below which have been filed and approved by the Public Utilities Commission of the State of California ("CPUC").

It is mutually agreed as follows:

Customer’s gas service hereunder shall commence on or after the later of the date designated in Attachment C or the first day of the month following the date Customer’s Aggregator has been awarded sufficient capacity in the Core Aggregation Pilot Program to serve Customer’s accounts whose locations and SIC Codes are designated in Attachment C.

Article I
Service Level 1 Service

1.1 SL-1 Core Utility Procurement Service

1.1.1 SL-1 Core Utility Procurement Service commences on or after 6:00 a.m. on the dates shown in Attachment C for each of Customer’s accounts and terminates at 6:00 a.m. ____________ (1 year after service begins).

1.1.2 Customer contracts to purchase SL-1 core procurement gas from the Utility equal to the Maximum Purchase Quantities (MPQ) for each of its accounts set forth in Attachment C subject to the rates, terms and conditions of the applicable Tariff Rate Schedule(s).

1.2 SL-1 Core Transportation Service Monthly Transport

1.2.1 SL-1 Core Transportation Service commences on and after 6:00 a.m. on the dates shown in Attachment C for each of Customer’s accounts and terminates at 6:00 a.m. on ____________ (1 year after service begins).

Form 6535, Rev. 6/13/91
1.2.2 Customer contracts to transport up to the Monthly Transport Quantity of gas set forth in Attachment C for each of its accounts subject to the rates, terms and conditions of the applicable Tariff Rate Schedule(s).

1.2.3 For purposes of nominating SL-1 Core Transportation Service, Customer’s Aggregator is entitled to the total Maximum Daily Quantity (MDQ) set forth in Attachment B which is determined based on adding the Daily Contract Quantity of each account set forth in Attachment C, subject to Aggregator’s Capacity Entitlement from utility.

Article II
Gas Services

2.1 Customer will identify in Attachment A, Transportation Operations Contacts, its Aggregator that is responsible, on behalf of Customer, for transportation arrangements with Utility.

2.2 For all accounts shown in Attachment B, Customer is entitled to have its Aggregator utilize Utility’s storage on Customer’s behalf in accordance with Tariff Rule 32. Such amount shall not exceed Customer’s total prorated share of storage capacity based on its aggregated Daily Contract Quantity.

2.3 Utility shall bill either the Aggregator or the Customer as specified in the applicable Attachment C. If Customer elects to have bills mailed to Aggregator, all notices, including legal and informational, will still be sent to the Customer.

2.4 If Aggregator is paying utility bills on Customer’s behalf and Aggregator does not make such payment to Utility, Customer remains liable to pay Utility for all services rendered even if Customer has already made payment to Aggregator for such service.

2.5 If Aggregator is authorized to make Targeted Sales in Attachment A, Customer remains financially liable for any such sales.

2.6 In the event Customer terminates its arrangement with its Aggregator or if the Aggregator’s Contract with Utility is terminated, on Utility’s receipt of written notice from Customer, Customer shall return to Utility for 100% procurement service beginning on the first day of its next billing cycle under core procurement service in accordance with its applicable Tariff Rate Schedule(s) for the remainder of the Contract term. Customer may substitute another Aggregator by having such new Aggregator give ninety days prior written notice to Utility.

Form 6535, Rev. 6/13/91
Article III
Payment

3.1 The Customer agrees to pay, or have Aggregator pay on his behalf, all rates, charges, taxes, fees and surcharges for natural gas supply and transmission services under this Agreement at the rates and under the conditions set forth in Customer's then current applicable Tariff Rate Schedule(s), or revisions thereof authorized by the CPUC. All monthly payments made by Customer must be received at the office of Utility within nineteen (19) days after the date such bill is mailed. Late payments will be subject to any late payment charges provided in the applicable tariffs.

Article IV
Notices

4.1 Any formal notice, request, or demand concerning this Agreement shall be given in writing by Customer or Utility, and shall be mailed by Registered Certified mail, or overnight delivery service, or delivered in hand, or sent electronically, faxed with confirmation as set forth above, to the other party as follows:

To Customer: Santa Barbara City college
721 Cliff Drive
Santa Barbara, 93109

To Utility: Southern California Gas Company
P. O. Box 3249 - Terminal Annex
Los Angeles, CA 90051
Attention: CAT Administrator
Fax Numbers: 213-689-7128

or to such other address as the parties may designate by written notice.
Statements, invoices and billings, and routine communications shall be sent by Utility to Customer by first class U.S. mail to:

To Customer: Santa Barbara City College  
721 Cliff Drive  
Santa Barbara, 93109

To Utility: [Address shown on Customer’s bill]

4.2 Notices delivered by hand shall be deemed received when delivered. Notices sent electronically or by FAX shall be deemed received upon receipt but must be confirmed by first class mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if Certified, Registered or overnight mailing is used, as acknowledged by the signed receipt of the mailing.

Article V
Miscellaneous

5.1 In the event Customer wants to act on behalf of its franchises subsidiary and/or affiliated companies, ("Company") Customer will have each such Company execute the form set forth in Attachment D.

5.2 This Agreement is not transferable by the Customer and cannot be assigned without the prior written consent of Utility.

5.3 All natural gas service delivered under this Agreement shall be supplied in accordance with the rules of the CPUC, and under such rules as may be adopted by Utility and approved by the CPUC. This Agreement shall be subject at all time to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.
5.4 If at any time(s) a party does not exercise one or more of its rights under this Agreement, this shall not be deemed a waiver of its right to exercise such right(s) at a future time.

Each Attachment listed below is incorporated herein and is an integral part of this Agreement. This Agreement with the following Attachments and the Utility Tariffs constitutes the entire Agreement of the parties for natural gas service, and all terms and other representations made between the parties are embodied in this written Agreement. This Agreement shall not be modified or amended except by a document in writing and duly executed by Utility and Customer.

1. Attachment A - Transportation Operations Contacts
2. Attachment B - Accounts Summary
3. Attachment C - Account Detail
4. Attachment D - Corporate Authorization

In witness whereof, the authorized representatives have executed two (2) copies of the Agreement.

CUSTOMER:

By: __________________________

Title: Vice President, Business Services

Date: _________________________

UTILITY:

By: __________________________

Title: _________________________

Date: _________________________

Form 6535, Rev. 6/13/91
CORE AGGREGATION SERVICE AGREEMENT
Transportation Operation Contacts
Attachment A

Customer: Santa Barbara City College
Contact: Charles L. Hanson
Phone No.: 805-965-0581    Emergency Phone: 
Telex. No.: 805/963-7222

Aggregator
Name: Sunrise Energy Company
Contact: Lynn Newcomer
Address: 900 Larkspur Landing Circle, Suite 240
City/State: Larkspur, CA 94939
Phone No.: 415-461-4162
Emergency Phone No.: 415-898-7852
Telex No.: 415-461-6803
Effective Date: 12/01/91
Authorized Access to Customer’s Meter Usage: X Yes ___ No
Aggregator may nominate Targeted Sales on Customer’s behalf X Yes ___ No

Agreed to: Customer                        Agreed to: Utility

By: ________________________________     By: ________________________________
Title: Vice President, Business Services  Title: ________________________________
Date: ________________________________     Date: ________________________________

Form 6535, Rev. 6/13/91

SANRCSS006
CORE AGGREGATION SERVICE AGREEMENT  
Accounts Summary  
Attachment B

<table>
<thead>
<tr>
<th>Premise ID (in ascending order)</th>
<th>MPQ (therms/yr)</th>
<th>Procur Rate Schedule</th>
<th>DCQ (therms/day)</th>
<th>Transp. Rate Schedule</th>
<th>Service Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 100194194</td>
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(Please Attach in Ascending)

0  569.1

Total (From Attachment)

Total Maximum Daily Quantity (MDQ) for November through May:

740 therms/day

Total Maximum Daily Quantity (MDQ) for June through October:

598 therms/day

Agreed to and Accepted by: Customer:

By:__________________________

Title: **Vice President, Business Services**

Date:_______________________
# Core Aggregation Service Agreement
## Accounts Summary
### Attachment B

<table>
<thead>
<tr>
<th>Premise ID (in ascending order)</th>
<th>MPQ (therms/yr)</th>
<th>Procur Rate Schedule</th>
<th>DCQ (therms/day)</th>
<th>Transp. Rate Schedule</th>
<th>Service Start Date</th>
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Form 6535, Rev. 6/13/91
Premise ID. 100194194  
Account No. 1048605524101  

CORE AGGREGATION SERVICE AGREEMENT  
Account Detail  
Attachment C  

Service Begins 1st cycle billing meter read in ___ (Month/Year) Name of Facility (if different from 
SIC Code: 8211 Corporation):  
CPUC Priority: P1 SCHOTT CENTER  

Billing Address:  
721 CLIFF DR  
STA BARBRA, CA 93101  

Service Address:  
2124 CASTILLO ST  
STA BARBRA, CA 93105  

<table>
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<th>Monthly Transport Quantity (therms/month) Rate Schedule: GT10I</th>
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Daily Contract Quantity (DCQ): 8.2 therms/day  
Supplemental Account Nos.:  
Billing Option: (Check one)  
X Send bill to billing Address  
Send bill to Aggregator  

Form 6535, Rev. 6/13/91  
SANRCSS006 rev 11/91
**CORE AGGREGATION SERVICE AGREEMENT**
Account Detail
Attachment C

Service Begins 1st cycle
billing meter read
in __________ (Month/Year) Name of Facility (if different from
SIC Code: 8222 Corporation):
CPUC Priority: F1 SCHOTT CENTER

Billing Address:
721 CLIFF DR
STA BARBRA, CA 93109

Service Address:
310 W PADRE ST
STA BARBRA, CA 93105

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<thead>
<tr>
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Daily Contract Quantity (DCQ): __32.0__ therms/day

Supplemental Account Nos.: Billing Option: (Check one)
X Send bill to billing Address

Form 6535, Rev. 6/13/91
SANRCSS006 rev 11/91
Premise ID: 120196236
Account No: 1248608420451

CORE AGGREGATION SERVICE AGREEMENT
Account Detail
Attachment C

Service Begins 1st cycle billing meter read in _______ (Month/Year) Name of Facility (if different from Corporation): STA BARB COM COLLEGE

SIC Code: 8222
CPUC Priority: P1

Billing Address:
721 CLIFF DRIVE
STA BARBRA, CA 93109

Service Address:
721 CLIFF DR
STA BARBRA, CA 93105

<table>
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Daily Contract Quantity (DCQ): 443.0 therms/day
Supplemental Account Nos.: Billing Option: (Check one)

X Send bill to billing Address

Send bill to Aggregator

Form 6535, Rev. 6/13/91
SANRCSS006 rev 11/91
**Premise ID. 120196237**
**Account No. 1248608420461**

**CORE AGGREGATION SERVICE AGREEMENT**
**Account Detail**
**Attachment C**

**Service Begins 1st cycle billing meter read**
in [_________] (Month/Year) **Name of Facility (if different from Corporation):**

**SIC Code: 8222**
**CPUC Priority: P1**

**STA BARBARA COMM CO**

**Billing Address:**
721 CLIFF DR A
STA BARBRA, CA 93109

**Service Address:**
721 CLIFF DR A
STA BARBRA, CA 93109

<table>
<thead>
<tr>
<th>Month</th>
<th>Maximum Purchase Quantity (therms/month)</th>
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<tbody>
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**Daily Contract Quantity (DCQ): 76.5 therms/day**

**Supplemental Account Nos.:**

**Billing Option: (Check one)**

- [X] Send bill to billing Address
- [ ] Send bill to Aggregator

**Form 6535, Rev. 6/13/91**

SANRCSS006 rev 11/91
Premise ID. 160190306
Account No. 1648743803553

CORE AGGREGATION SERVICE AGREEMENT
Account Detail
Attachment C

Service Begins 1st cycle
Billing meter read
in _________ (Month/Year) Name of Facility (if different from
SIC Code: 8211 Corporation):
CPUC Priority: P1
CATHEDRAL OAKS SCHL
WAKE CENTER

Billing Address:
721 CLIFF DR
STA BARBRA, CA 93109

Service Address:
300 N TURNPIKE RD
STA BARBRA, CA 93111

<table>
<thead>
<tr>
<th>Month</th>
<th>Maximum Purchase Quantity (therms/month)</th>
<th>Monthly Transport Quantity (therms/month)</th>
</tr>
</thead>
<tbody>
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<td>Rate Schedule: GN10</td>
<td>Rate Schedule: GT101</td>
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Daily Contract Quantity (DCQ): 9.4 therms/day
Supplemental Account Nos.: Billing Option: (Check one)
X Send bill to billing Address
      Send bill to Aggregator

Form 6535, Rev. 6/13/91
SANRCSS006 rev 11/91
CORE AGGREGATION SERVICE AGREEMENT
Corporate Authorization
Attachment D

Company hereby authorizes and appoints Sunrise Energy Co. (Name) as its representative with full and exclusive authority to act with SoCalGas on behalf of Company in connection with

Targeted Sales Agreement
Gas Select Contract
Marketer/Aggregator Contract
CORE Aggregation Service Agreement

[list programs or contracts]

Such authorization shall continue in full force and effect until revoked by written notice by Company to SoCalGas (such revocation to be effective as of the date of the beginning of the next SoCalGas billing cycle for Company occurring after the date of SoCalGas' receipt of such notice).

Executed this __________ day of __________, 19__ by an authorized representative of the Company.

COMPANY

By: ____________________________

Title: ____________________________

[Notarization of Signature]