

**AMENDED AND RESTATED  
NATURAL GAS REFUELING AGREEMENT  
(Mt. Diablo Unified School District)**

This Amended and Restated Natural Gas Refueling Agreement (this “Agreement”), effective as of the date executed by both parties hereto (the “Effective Date”), is entered into by and between Pinnacle CNG Company, a Texas corporation (“Pinnacle”) and Mt. Diablo Unified School District (“Mt. Diablo”).

**RECITATIONS**

A. WHEREAS, pursuant to that certain Natural Gas Refueling Agreement, dated as of May 29, 2001 (such Natural Gas Refueling Agreement, as it may have been amended or otherwise modified, the “Original Agreement”), Pinnacle has provided operation and maintenance services to Mt. Diablo in connection with the Refueling Station (as hereinafter defined); and

B. WHEREAS, the term of the Original Agreement has expired according to its terms but, at the request of Mt. Diablo, Pinnacle has continued to operate and maintain the Refueling Station pursuant to the terms of the Original Agreement; and

C. WHEREAS, Mt. Diablo and Pinnacle, by this Agreement, wish to set forth the terms pursuant to which Pinnacle will provide certain services to Mt. Diablo in connection with the operation and maintenance of the Refueling Station from and after the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Original Agreement is hereby amended and as so amended is restated in its entirety as follows:

**ARTICLE I**

**DEFINITIONS**

*Certain Definitions.* For purposes of this Agreement, the following capitalized terms have the meanings herein ascribed to them and the terms defined in the opening paragraphs and subsequent paragraphs by inclusions in quotation marks and parenthesis have the meanings so ascribed to them:

“Btu” means a British thermal unit, or the quantity of heat required to raise the temperature of one pound of water by one degree Fahrenheit.

“CCH” has the meaning specified in Section 2.2(d).

“CNG” means natural gas that has been compressed at the Refueling Station for use as fuel in Natural Gas Vehicles.

“DGE” means diesel gallon equivalent that is defined to be 135 SCF or 1.35 Therms.

“Gas” or “natural gas” means any mixture of hydrocarbons or of hydrocarbons and noncombustible gases, in a gaseous state, consisting essentially of methane.

“GGE” means gasoline gallon equivalent that is defined to be 127 SCF or 1.27 therms and is defined by Weights and Measures to be 5.660 pounds of CNG.

“License Agreement” has the meaning specified in Section 2.1.

“Mt. Diablo’s Public Customers” means all customers of the Refueling Station other than Mt. Diablo and Third Party Fleet Customers.

“Natural Gas Vehicles” means those vehicles that are capable of using compressed natural gas as fuel.

“Points of Delivery” has the meaning specified in Section 2.4.

“Psia” means pounds per square inch, absolute.

“Prime Rate” means the rate of interest published in the money rate tables of the *Wall Street Journal* as the prime rate for the day in question.

“Refueling Station” means the CNG refueling station, together with all compressing, storage and dispensing facilities and related controls, owned and operated by Pinnacle and located on the Site.

“Service Charge” has the meaning specified in Article III.

“Site” has the meaning specified in Section 2.1.

“Standard cubic foot” or “SCF” means the quantity of natural gas occupying a volume of one cubic foot at standard California based conditions (i.e. a temperature of sixty degrees Fahrenheit (60° F) and at a pressure of fourteen and seventy-three hundredths pounds per square inch, absolute (14.73 psia)).

“Term” has the meaning specified in Section 4.1.

“Therms” means 100 SCF of gas having an energy content of 1,000 Btu's per SCF.

“Third Party Fleet Customers” means those persons and entities other than Mt. Diablo and Mt. Diablo’s Public Customer’s to whom Pinnacle in its sole and absolute discretion issues fleet cards and that use fleet cards at the point of sale to purchase CNG at the Refueling Station.

“Year” means the period commencing at 7:00 a.m. California time on the day corresponding to the Effective Date for each year during the Term and ending at 7:00 a.m. California time on the annual anniversary of such date.

## ARTICLE II

### MANAGEMENT AND OPERATIONS OF REFUELING STATION

2.1 *Access to Site.* Mt. Diablo will provide continuous and uninterrupted access to the tract or parcel of land owned by Mt. Diablo that is described on Exhibit A hereto (the “Site”) to Pinnacle and its agents and subcontractors and to Third Party Fleet Customers. Mt. Diablo agrees that Pinnacle will have the right to contract with Third Party Fleet Customers for the sale of CNG by Pinnacle to such Third Party Fleet Customers at the Refueling Station located at the Site. Mt. Diablo hereby agrees to license the Site to Pinnacle for a term that will be coterminous with the Term of this Agreement. Such license will be in substantially the form of Exhibit B attached hereto (the “License Agreement”). Mt. Diablo represents and warrants that it has the authority to execute and deliver the License Agreement called for this Section 2.1.

2.2 *Management and Operation.* Subject to the terms of this Agreement, Pinnacle agrees to manage and operate the Refueling Station during the Term of this Agreement. Pinnacle agrees that it will, subject to the terms of this Agreement:

- (a) Provide monthly fleet data reports to Mt. Diablo;
- (b) Provide monthly utility reconciliation reports to Mt. Diablo;
- (c) Be responsible for the billing of Mt. Diablo’s Public Customers and Third Party Fleet Customers, for accepting funds associated with the use of credit cards to purchase CNG at the Refueling Station, and for assisting Mt. Diablo in collecting, from credit card companies, the proceeds from the sale of CNG at the Refueling Station by providing Mt. Diablo with fueling records and transaction data from the Refueling Station; provided, however, Pinnacle shall not be responsible for collecting any past-due amounts, disputed amounts or any other amounts not timely or properly paid by any customer of the Refueling Station, whether payable in connection with the use of a credit card or otherwise;
- (d) Assist Mt. Diablo in Mt. Diablo’s efforts to obtain an account with a credit card clearinghouse (the “CCH”) and provide to the CCH daily transaction information for Mt. Diablo’s Public Customers; provided, however, Mt. Diablo will be responsible for meeting the CCH’s credit requirements for account holders;

(e) Cause the Refueling Station to be open for fueling of Natural Gas Vehicles twenty-four (24) hours per day, seven (7) days a week; and

(f) Assist Mt. Diablo in its preparation of grant applications seeking funds for use by Mt. Diablo in its efforts to continue the conversion of its fleet of vehicles to Natural Gas Vehicles.

2.3 *Maintenance, Repairs, Upgrades and Training.* Mt. Diablo will provide at its cost and expense daily maintenance and inspection of the Refueling Station, and Pinnacle will provide at its cost and expense during the Term regularly scheduled (e.g., weekly, 750-hour, 1500-hour, and annual) maintenance and inspection of the Refueling Station. Mt. Diablo's daily maintenance and inspection obligations include, but are not limited to, performing the procedures set forth on Exhibit C. Pinnacle will, at its cost and expense, be responsible for all repairs to the Refueling Station during the period this Agreement remains in effect. Pinnacle may, at any time during the time this Agreement is in effect, upgrade any part or all of the Refueling Station or its components, at no cost to Mt. Diablo (unless otherwise agreed by the parties). Pinnacle will provide, at its cost and expense, on-site maintenance training to designated maintenance employees of Mt. Diablo, which training will be provided on a bi-annual basis and will relate to the maintenance of the Refueling Station. Instructions regarding fueling procedures and safety issues as they apply to fueling equipment and the Refueling Station will be provided through automated instructional videos that can be viewed on the dispenser display screen. Pinnacle will furnish to Mt. Diablo contact information Mt. Diablo may use if Mt. Diablo has issues or questions related to daily operations of the Refueling Station.

2.4 *Delivery Point; Title; Issuance of Fleet Cards; Mt. Diablo's Public Customers' Use of Visa or Mastercard.* All CNG to be provided to Mt. Diablo, Mt. Diablo's Public Customers and Third Party Fleet Customers will be delivered at the Refueling Station on the downstream side of the vehicle fueling gas injection nozzle(s), such points being referred to herein as the "Points of Delivery." Mt. Diablo will at all times be deemed to have title to the natural gas delivered to the Refueling Station, provided the title to the CNG sold by Mt. Diablo to Mt. Diablo's Public Customers and Third Party Fleet Customers will pass from Mt. Diablo to such parties at the Points of Delivery. All fees, costs and expenses, and the payment thereof, associated with the delivery of any and all utilities to the Refueling Station, including, without limitation, any charges of any natural gas utility provider, shall be the sole responsibility of Mt. Diablo. Mt. Diablo shall fully pay all charges by public utilities for all services provided to the Refueling Station during the Term and will provide monthly statements to Pinnacle showing such cost and time of use of all electrical service utilized. Pinnacle will, at Mt. Diablo's request, furnish fleet cards that Mt. Diablo may only issue to Mt. Diablo's employees for use at the point of sale to purchase CNG at the Refueling Station in connection with the refueling of Mt. Diablo's Natural Gas Vehicles. Within one business day, excluding weekends and holidays, of Pinnacle's receipt of the Mt. Diablo's request to activate the fleet card(s) to be issued by Mt. Diablo to its employees, Pinnacle will activate such fleet card(s). Notwithstanding the foregoing, Pinnacle may, in its sole and absolute discretion, from time to time and at any time, without the consent of Mt. Diablo, issue fleet cards to any person or entity for use at the point of sale to purchase CNG at the Refueling Station. Mt. Diablo's Public Customers will be limited to using a Visa or

Mastercard at the point of sale to purchase CNG from Mt. Diablo at the Refueling Station. Any and all fees, costs, expenses and charges associated with the ability to use or the actual use of a credit card by any of Mt. Diablo's Public Customers to purchase CNG from Mt. Diablo at the Refueling Station, including, without limitation, any monthly high speed internet charges associated with secure credit card processing and any credit card service charges, shall be the sole responsibility of Mt. Diablo.

## 2.5 *Billing and Payment.*

(a) Pinnacle will invoice Mt. Diablo within ten (10) days of the end of each month for the Service Charge amounts owed by Mt. Diablo under Article III hereof.

(b) Invoices will be due and payable by Mt. Diablo within forty-five (45) days after the postmarked date of the invoice (the "due date") and may reflect an offset for any amounts payable by Pinnacle to Mt. Diablo pursuant to Section 2.9 and/or Article III below. If payment is not received by Pinnacle by the due date, late payment charges will be imposed at two percent (2.00%) above the Prime Rate, calculated for the period commencing with the due date and ending with the date paid; provided that in no event will any interest be payable hereunder at a rate in excess of the maximum rate permitted by applicable law. If an invoice remains unpaid for a period of sixty (60) days following the postmarked date of the invoice, Pinnacle may, in addition to any other rights and remedies available under this Agreement or at law or in equity, suspend further service hereunder until such invoice is paid.

(c) In the event of any dispute as to the amount properly due hereunder, Mt. Diablo will nevertheless promptly pay all amounts not in dispute and the parties will meet and attempt to determine the proper amount due. If it is determined that Mt. Diablo owes any amounts in addition to the amounts set forth in an invoice, interest thereon will accrue at the Prime Rate. If, at any time, there is determined to have been an overcharge, Pinnacle will promptly refund the same. In addition, Pinnacle will pay Mt. Diablo interest on the amount of the overcharge if the refund is not paid to Mt. Diablo within forty-five (45) days following Pinnacle's notification of such overcharge, with interest to be calculated at the Prime Rate. In no event will any adjustment be made with respect to amounts paid or required to be paid hereunder unless written claim is made therefor not later than twenty-four (24) months following the date such amount was paid.

2.6 *Emergency Response.* Mt. Diablo hereby agrees to designate an employee of Mt. Diablo to be contacted by Pinnacle if an emergency arises in connection with the Refueling Station. Such contact person will assist Pinnacle in securing the Refueling Station in the event of an emergency.

2.7 *Security.* Mt. Diablo agrees to limit access to those portions of the Refueling Station that are not designated for public use to (i) its employees and the employees of Mt. Diablo's Public Customers who are engaged in refueling Natural Gas Vehicles, and (ii) authorized personnel and vendors of Mt. Diablo or Pinnacle who are working with or performing work on the compression or fueling equipment. Pinnacle will have no responsibility whatsoever

with respect to any party that gains access to the Refueling Station, whether such access is authorized or unauthorized, other than employees of Pinnacle.

## 2.8 *Insurance.*

(a) Pinnacle agrees to obtain and maintain, and shall require those of its subcontractors who conduct work on the Refueling Station to obtain and maintain the following types and amounts of insurance coverage for the entire term of this Agreement to insure against any and all liabilities, claims, losses, damages or expenses resulting from activities related to the maintenance and operation of the Refueling Station: (i) Worker's Compensation Liability Insurance as required by the state or province where the work is performed and the Refueling Station is operated, including the Longshoremen and Harbor Workers Compensation Act, if applicable; and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence; (ii) Business Automobile Liability Insurance, including onsite and off-site operations, and owned, non-owned or hired vehicles, with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, together with any appropriate endorsements and coverage relating to the maintenance and operation of the Refueling Station; and (iii) Occurrence or Claims Made version Commercial General Liability Insurance covering claims for bodily injury or damage to property arising out of a negligent act or omission of Pinnacle and any of its employees or agents, with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. If the claims made version of Commercial General Liability Insurance is used, such insurance shall be maintained for a minimum of three years following the completion of this Agreement. The policies listed in (ii) and (iii) above will name Mt. Diablo, its affiliates and their respective officers, directors, agents and employees as additional insureds. Pinnacle will supply proper certificates of insurance to Mt. Diablo prior to the commencement of this Agreement and will furnish to Mt. Diablo certificates of insurance upon insurance policy renewals thereafter, including, if applicable, certificates of Claims Made Commercial General Liability Insurance for the required three-year tail period. The certificate of insurance will specify that if any of the described policies are cancelled before the expiration date of such policy or policies, notice will be delivered in accordance with the policy provisions. The policies listed above are to provide a Waiver of Subrogation in favor of Mt. Diablo, its affiliates and their respective officers, employees and agents.

(b) Mt. Diablo agrees to obtain and maintain, and shall require those of its subcontractors who conduct work on the Refueling Station to obtain and maintain the following types and amounts of insurance coverage for the entire term of this Agreement to insure against any and all liabilities, claims, losses, damages or expenses resulting from activities related to the maintenance and operation of the Refueling Station: (i) Worker's Compensation Liability Insurance as required by the state or province where the Refueling Station is operated including the Longshoremen and Harbor Workers Compensation Act, if applicable; and Employers Liability Insurance with limits not less than \$1,000,000 per occurrence; (ii) Business Automobile Liability Insurance, including onsite and off-site operations, and owned, non-owned or hired vehicles, with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, together with any appropriate endorsements and coverage relating to the use by Mt. Diablo of the Refueling Station; (iii) Environmental Impairment Liability Insurance for bodily injury, property

damage and clean-up costs relating to any hazardous materials which could pose a risk for environmental contamination, with limits not less than \$1,000,000 per occurrence; and (iv) Occurrence or Claims Made version Commercial General Liability Insurance covering claims for bodily injury or damage to property arising out of a negligent act or omission of Mt. Diablo and any of its employees or agents, with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. If the claims made version of Commercial General Liability Insurance is used, such insurance shall be maintained for a minimum of three years following the completion of this Agreement. The policies listed in (ii), (iii) and (iv) above will name Pinnacle, its affiliates and their respective officers, directors, employees and agents as additional insureds. Mt. Diablo will supply proper certificates of insurance to Pinnacle prior to the commencement of this Agreement and will furnish to Pinnacle certificates of insurance upon insurance policy renewals thereafter, including, if applicable, certificates of Claims Made Commercial General Liability Insurance for the required three-year tail period. The certificate of insurance will specify that if any of the described policies are cancelled or there is a modification or reduction of coverage before the expiration date of such policy or policies, notice will be delivered in accordance with the policy provisions. The policies listed above are to provide a Waiver of Subrogation in favor of Pinnacle, its affiliates and their respective officers, employees and agents.

## 2.9 *Utilities.*

(a) The parties agree that all necessary permits and licenses required to operate the Refueling Station will have been secured and that all utility services required to operate the Refueling Station, including all gas, electrical, water, sewer and storm drain lines, will be available and will have been connected to the Refueling Station prior to the commencement of this Agreement. Mt. Diablo may, at its cost, cause submeters to be installed that are capable of showing time of use of the substance being metered and that serve only the Site.

(b) Mt. Diablo will fully pay all charges by public utilities for all services furnished to the Refueling Station during the Term and will provide monthly statements to Pinnacle showing such cost and the time of use of all electrical service utilized. Mt. Diablo will be responsible for the payment of the cost of all such utility services; provided, however, Pinnacle will reimburse Mt. Diablo each month for the proportionate part of such utility services applicable to use of the Refueling Station by Third Party Fleet Customers. Mt. Diablo agrees that Pinnacle may offset any amounts owed by Pinnacle to Mt. Diablo pursuant to the foregoing provision against any amounts owed by Mt. Diablo to Pinnacle pursuant to other provisions of this Agreement. Mt. Diablo will be deemed to hold title to the natural gas delivered to the Refueling Station and be in possession and control of the CNG at the Refueling Station.

2.10 *Back Up Fueling.* Mt. Diablo is responsible for all fuel costs incurred by Mt. Diablo (including, but not limited to, the cost for additional fueling time and additional personnel wages) during any period in which the Refueling Station is not operational at its full capacity. In such event, Pinnacle agrees that Mt. Diablo may refuel its Natural Gas Vehicles at Pinnacle's Refueling Station located at 4500 Norris Canyon Road, San Ramon, California (the "San Ramon Station") at the same price per Therm as is provided under this Agreement. In addition, if the

Refueling Station is unavailable to fuel Mt. Diablo's Natural Gas Vehicles for any period of twenty-four (24) consecutive hours as a result of a failure of Pinnacle's equipment (which failure does not result from an event of force majeure or Mt. Diablo's acts or omissions), Pinnacle will dispense the first ten (10) Therms of CNG into each of Mt. Diablo's Natural Gas Vehicles refueled at the San Ramon Station free of charge until such time as the Refueling Station is available to refuel Mt. Diablo's Natural Gas Vehicles. Pinnacle's obligation under the preceding sentence will terminate at such time as the Refueling Station is again operational and will not be reinstated unless and until the Refueling Station is unavailable for a new twenty-four (24) consecutive hour period.

2.11 *Quality.* All CNG delivered hereunder will be delivered from the commingled gas stream in the system of the local distribution company delivering the gas to Pinnacle at the Refueling Station and therefore, the quality of the CNG is outside the control of Pinnacle. Quality of natural gas is controlled by federal specifications as published in appropriate Federal Energy Regulatory Commission gas tariffs. The service contemplated hereunder is for vehicular use only and Pinnacle does not represent, warrant or guarantee the chemical composition or specific gravity of the natural gas delivered to or by it nor does it represent, warrant or guarantee that such gas will not vary, from time to time, in its chemical composition or specific gravity. Notwithstanding the foregoing, Pinnacle represents and warrants that all CNG delivered hereunder will meet SAE Standard J1616 solely as to its moisture content.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, PINNACLE MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED TO MT. DIABLO OR TO ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES REGARDING TITLE TO, THE MERCHANTABILITY OF THE SUITABILITY, ORIGINALITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALINGS BETWEEN THE PARTIES OR CUSTOM OR USAGE OF TRADE) OF, OR RESULTS TO BE DERIVED FROM THE USE OF, THE NATURAL GAS PROVIDED UNDER THIS AGREEMENT.

### ARTICLE III

#### CONSIDERATION; PRICE OF CNG DISPENSED AT THE REFUELING STATION

3.1 *Consideration.* Pinnacle and Mt. Diablo agree that for each calendar month of the Term, Mt. Diablo will pay Pinnacle a service charge (the "Service Charge") equal to the sum of three components, a component based on the volume of CNG dispensed from the Refueling Station (the "Station Usage Component"), a component based on the usage attributable to Mt. Diablo's Public Customers (the "Public Customer Usage Component"), and a component based on the usage attributable to Third Party Fleet Customers (the "Third Party Usage Component"). The Service Charge shall be calculated as follows:



(a) For each month of the Term, Mt. Diablo shall pay Pinnacle a “Station Usage Component” equal to the greater of (i) Five Thousand and No/100 Dollars (\$5,000.00) or (ii) a dollar amount equal to the product of (A) the total number of GGEs of CNG dispensed from the Refueling Station for such month, *times* (B) the price per GGE of CNG for the total number of GGEs of CNG dispensed from the Refueling Station for such month, calculated pursuant to the Operation and Maintenance Schedule attached hereto as Exhibit D.

(b) In addition to the Station Usage Component, for each month of the Term, Mt. Diablo will pay Pinnacle a “Public Customer Usage Component” equal to \$0.13 per GGE of CNG dispensed from the Refueling Station to Mt. Diablo’s Public Customers for such month.

(c) In addition to the Station Usage Component and the Public Customer Usage Component, for each month of the Term, Mt. Diablo will pay Pinnacle a “Third Party Usage Component” which is the dollar amount equal to seven and one-half percent (7.50%) of the retail sales price of each GGE of CNG dispensed from the Refueling Station to Third Party Fleet Customers for such month.

(d) On the Effective Date and each anniversary of the Effective Date, all three components of the Service Charge, including, without limitation, the amounts set forth on Exhibit D attached hereto, will be automatically adjusted to reflect any increases or decreases in the National Consumer Price Index for All Urban Consumers, U.S. City Average (All Items; 1982-84 = 100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics.

3.2 *Price of CNG Dispensed at Refueling Station to Mt. Diablo’s Public Customers.* Mt. Diablo will set the initial price at which CNG will be sold from the Refueling Station to Mt. Diablo’s Public Customers and Third Party Fleet Customers; *provided, however*, Pinnacle may from time to time, at Pinnacle’s sole discretion and without notice to Mt. Diablo, adjust, in accordance with CNG pricing schedules approved from time to time by Mt. Diablo, the price of CNG sold from the Refueling Station to Mt. Diablo’s Public Customers and Third Party Fleet Customers. Pinnacle agrees to assist Mt. Diablo in establishing pricing schedules for the sale of CNG from the Refueling Station to Mt. Diablo’s Public Customers and Third Party Fleet Customers. The initial pricing schedule for the sale of CNG from the Refueling Station to Mt. Diablo’s Public Customers and Third Fleet Party Customers is attached hereto as Exhibit E. Mt. Diablo is responsible for the payment of any and all taxes, fees and assessments imposed on the sale or delivery of CNG at or from the Refueling Station.

3.3 *Amount Which the Mt. Diablo is Entitled to Receive.* Mt. Diablo shall be entitled to receive a dollar amount equal to the retail sales price of each GGE of CNG sold from the Refueling Station to Mt. Diablo’s Public Customers and Third Party Fleet Customers *less* (x) \$0.13 per GGE of CNG dispensed from the Refueling Station to Mt. Diablo’s Public Customers, and (y) the greater of either (A) the dollar amount which is equal to seven and one-half percent (7.50%) of the retail sales price of each GGE of CNG dispensed from the Refueling Station to Third Party Fleet Customers, or (B) the dollar amount equal to the total amount of any and all fees, costs and expenses associated with the utilization of credit cards by Mt. Diablo’s Third Party Fleet Customers at the point of sale to purchase CNG from the Refueling Station. Pinnacle

will ensure that any amounts payable to Mt. Diablo in connection with CNG dispensed to Third Party Fleet Customers from the Refueling Station shall be paid to Mt. Diablo in accordance with the terms of this Agreement, regardless of whether or not Pinnacle collects any amounts payable by Third Party Fleet Customers in connection with CNG dispensed from the Refueling Station.

## ARTICLE IV

### TERM AND TERMINATION

4.1 *Term.* The term (the “Term”) of this Agreement will commence on the Effective Date and will continue in full force and effect until the fourth (4<sup>th</sup>) anniversary of the Effective Date (the “Primary Termination Date”), unless earlier terminated or unless extended in accordance with Section 4.2 hereof or by other written agreement of the parties. Notwithstanding the foregoing, Pinnacle may, at its sole option, terminate this Agreement upon sixty (60) days written notice to Mt. Diablo if the management fees paid to Pinnacle pursuant to Article III above average less than Five Thousand and No/100 Dollars (\$5,000.00) per month for any twelve (12) consecutive months during the Term.

#### 4.2 *Termination.*

(a) If one of the parties delivers a written notice to the other at least ninety (90) days prior to the Primary Termination Date stating that it desires to extend the Term (an “Extension Notice”), the parties agree to negotiate in good faith, for a period of at least ninety (90) days from the date of the Extension Notice (the “Negotiation Period”), the terms and conditions of a new Natural Gas Refueling Agreement. If the parties fail to enter into a new Natural Gas Refueling Agreement at the end of such Negotiation Period, this Agreement will terminate as of the end of such Negotiation Period or on the Primary Termination Date, whichever is later.

(b) Upon the termination of this Agreement, whether on the Primary Termination Date or at the end of the Negotiation Period or pursuant to other provisions of this Agreement, (i) neither party will have any further liability or obligation hereunder, other than any liability or payment obligation or other obligation arising out of this Agreement that has accrued and remains to be performed as of the date of termination of this Agreement, and (ii) Pinnacle will have the right to dismantle and remove the Refueling Station within three (3) months of the termination of this Agreement. Notwithstanding this Section 4.2(b), if Mt. Diablo delivers an Extension Notice, Pinnacle will use commercially reasonable efforts to continue to dispense CNG to Mt. Diablo at the Refueling Station until such date as the parties have agreed to in writing; *provided, however*, that such date will be no later than five (5) months after the expiration of the Primary Termination Date. All GGEs of CNG dispensed to Mt. Diablo after the termination of this Agreement pursuant to this Section 4.2(b) will continue to be subject to the Service Charge described in Article III hereof.

(c) If at any time after the Effective Date, either party (a “defaulting party”) hereto fails to perform any of its material duties or obligations under this Agreement, the other party (the “non-defaulting party”), upon ten (10) days written notice to the defaulting party if the

default is a payment default or upon sixty (60) days written notice to the defaulting party if the default is one other than a payment default, may terminate this Agreement effective as of the end of such ten (10) or sixty (60) day period; provided, however, that the non-defaulting party may not terminate this Agreement pursuant to this Section 4.2(c) if the defaulting party has cured such breach or default within ten (10) days after notice if the default is a payment default or within sixty (60) days after notice if the default is one other than a payment default (or has commenced and is continuing a good faith effort to cure such breach or default if the breach or default is not one that can be cured within sixty (60) days).

## ARTICLE V

### LIMITATION OF LIABILITY; INDEMNIFICATION; DAMAGES

#### 5.1 *Indemnification.*

(a) Mt. Diablo will indemnify, defend and hold Pinnacle, its officers, directors, agents and employees harmless from and against any and all claims, demands, damages, costs, expenses, actions, proceedings, liabilities or losses, of whatsoever nature (including reasonable attorney's fees), for any injury to or death of persons, or for damage or loss to property of Pinnacle, Mt. Diablo or a third party arising out of any gross negligence or willful misconduct of Mt. Diablo in the performance by Mt. Diablo or its agents or representatives of this Agreement. Mt. Diablo will, on Pinnacle's request, defend any action, claim or suit asserting a claim covered by this Section 5.1(a).

(b) Pinnacle will indemnify, defend and hold Mt. Diablo, its officers, directors, agents, and employees harmless from and against any and all claims, demands, damages, costs, expenses, actions, proceedings, liabilities or losses of whatsoever nature (including reasonable attorney's fees) for any injury to or death of persons or for damage or loss to property of Mt. Diablo, Pinnacle or a third party arising out of any gross negligence or willful misconduct of Pinnacle in the performance by Pinnacle or its agents or representatives of this Agreement. Pinnacle will on Mt. Diablo's request, defend any action, claim or suit asserting a claim covered by this Section 5.1 (b).

5.2 *Limitation of Liability.* NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT WILL ANY PARTY HERETO BE LIABLE TO THE OTHER, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) OF ANY NATURE ARISING AT ANY TIME OR FROM ANY CAUSE WHATSOEVER OR FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OF ANY PARTY.

## ARTICLE VI

### MISCELLANEOUS

#### 6.1 *Force Majeure.*

(a) The term “force majeure” as used herein means laws, regulations or acts of duly constituted governmental authority, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, events similar to those of September 11, 2001, war, blockades, insurrections, stormy, freezing or inclement weather, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, exhaustion or depletion of supplies of gas, freezing of wells, equipment or lines of pipe, electrical power outages, fuel shortages or partial or complete curtailment or interruption of deliveries by Pinnacle's or Mt. Diablo's suppliers or transporters, failure of any governmental entity, agency or official to timely furnish Pinnacle or Mt. Diablo with any required permit or approval and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming force majeure and which by the exercise of due diligence such party is unable to prevent or overcome.

(b) If any party hereto is rendered unable, either wholly or partially, by force majeure from carrying out its obligations under this Agreement, it is agreed that the obligations of Pinnacle and Mt. Diablo (other than obligations of Mt. Diablo to pay any amounts due hereunder, including, without limitation, the Service Charge), insofar as they are affected by such force majeure, will be suspended during the continuance of the inability so caused, but for no longer period. If an event of force majeure occurs, the party experiencing same will be obligated to promptly notify the other party in writing of the circumstances and the expected duration of the force majeure event.

(c) If an event of force majeure which precludes the delivery or receipt of natural gas under this Agreement occurs and continues for thirty (30) consecutive days, or if the nature of a force majeure event is such that it is reasonably likely that performance hereunder will be precluded for a period of not less than thirty (30) consecutive days, then each party hereto will have the right to terminate this Agreement on not less than thirty (30) days prior written notice to the other party.

6.2 *Regulation.* This Agreement and all provisions herein are subject to all applicable statutes, rules, orders and regulations of any federal, state or local governmental authority having jurisdiction over the parties, their gas suppliers, this Agreement or any provision hereof.

6.3 *Confidentiality.* Each party agrees that it will not disclose any of the terms, conditions or provisions of this Agreement or any other information obtained from the other party hereto to any third party, except for a valid and proper business purpose or as required under applicable law. The provisions of this section will survive the termination of this Agreement.

6.4 *Endorsements.* Except as otherwise be required by law, Pinnacle and Mt. Diablo each agree that it will not use the logo or name of the other in connection with any publicity, release, endorsement or announcement without the prior written consent of the other party hereto.

6.5 *Section 1342 of the Energy Policy Act of 2005 (H.R.6).* If the Pinnacle elects, at its sole discretion, to pursue the tax credit for installation of an alternative fueling system provided for under Section 1342 of the Energy Policy Act of 2005 (H.R.6), Mt. Diablo shall, at Pinnacle's expense, cooperate with Pinnacle in its efforts to pursue such tax credit. If Pinnacle receives a tax credit under Section 1342, Pinnacle will retain and will be the sole beneficiary of one hundred percent (100.00%) of such tax credit.

6.6 *Parties in Interest; Assignment; No Third Party Benefit.* This Agreement will be binding, upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns; provided, however, that the parties expressly understand and agree that nothing contained in this Agreement is intended to confer upon any other person any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed a third party beneficiary under or by reason of this Agreement. Neither party may assign this Agreement without obtaining the prior written consent of the other party (which consent will not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, (a) Pinnacle may assign this Agreement and its rights and obligations under this Agreement to any of its affiliates, or to a third party in conjunction with the sale of all or substantially all of its assets without the consent of Mt. Diablo provided that such assignee agrees in a writing delivered to Mt. Diablo to assume and discharge in a timely manner all duties and obligations of Pinnacle under this Agreement in accordance with the terms hereof and (b) Pinnacle may subcontract all or any part of the services to be provided pursuant to this Agreement. Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than Mt. Diablo and Pinnacle, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

6.7 *Notices.* Any notices or other communications required or permitted to be made or given pursuant to this Agreement will be deemed sufficient if in writing, and it (i) mailed, by certified or registered United States mail (with return receipt requested), postage prepaid and addressed or (ii) delivered by facsimile:

if to Pinnacle to:

Pinnacle CNG Company  
P. O. Box 2499  
Midland, Texas 79702  
Attn: Drew Diggins  
Facsimile: (432) 689-3578

with a copy to:

Integrus Business Support, LLC  
130 East Randolph Street  
Chicago, Illinois 60601  
Attention: Vice President – Legal Services  
Facsimile: (312) 240-4219

if to Mt. Diablo to

Mt. Diablo Unified School District  
1490 Gasoline Alley  
Concord, California 94520  
Attention: Director of Maintenance and Operations  
Facsimile: [REDACTED]

with a copy to:

Mt. Diablo Unified School District  
2326 Bisso Lane  
Concord, California 94520  
Attention: Director of Purchasing  
Facsimile: [REDACTED]

and will be considered as given at the time when personally delivered or when duly deposited in the mail or received by facsimile. Either party may change its address or telecopy number for such purposes by providing the other party hereto with written notice of the applicable new address or facsimile number.

6.8 *Entire Agreement.* This Agreement (which includes Exhibits A, B, C, D and E) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of this Agreement; including, but not limited to, the Original Agreement. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision hereof (whether or not similar) nor will such waiver constitute a continuing waiver. This Agreement includes and hereby incorporates by reference all exhibits, attachments and schedules hereto.

6.9 *Amendments.* Any revisions, amendments, or changes to this Agreement shall be requested in writing, and if approved by the other party to whom the request is made (as evidenced by the signature of an officer of the party duly authorized to give such approval), the revision, amendment or change will become effective upon the date such request is approved in writing, or upon such other date as may be specifically set forth in such revision, amendment, or change.

6.10 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed an original but all of which together will constitute one and the same instrument. It shall not be necessary in making proof of this Agreement or the terms and provisions of this Agreement to produce or account for more than one of such counterparts. The facsimile or e-mail transmission of any signed document, including this Agreement, shall be the same as delivery of an original. At the request of either party, Pinnacle and Mt. Diablo will confirm facsimile transmitted signatures by signing an original document for delivery between Pinnacle and Mt. Diablo.

6.11 *Headings.* The section headings of this Agreement are for the purpose of reference and do not affect the meaning hereof.

6.12 *Governing Law.* This Agreement will be interpreted and construed in accordance with the laws of the State of California.

6.13 *Disputes.*

(a) If a dispute, controversy or claim of any kind or nature arises between the parties (i) regarding the terms or provisions of this Agreement, or (ii) in connection with the obligations of a party, the parties will attempt to settle such claim or controversy through negotiations in good faith. If these attempts fail, then the dispute shall be subjected to non-binding mediation in Midland County, Texas, by a mutually acceptable mediator to be chosen by the parties within forty-five (45) days after written notice by one party to the other demanding mediation (the “mediation notice”). Neither party may unreasonably withhold its consent to the selection of a mediator and the parties will share the costs of mediation equally. If the parties fail to choose a mediator within forty-five (45) days after the date of a Mediation Notice, the parties agree to jointly submit a request to the Federal District Court for the Western District of Texas Midland Division, to select a mediator.

(b) By mutual agreement, the parties may elect to postpone mediation until the parties have each completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of alternative dispute resolution (“ADR”), such as neutral fact-finding or a minitrial. The parties agree that any statute of limitation applicable to the matter being mediated will be tolled during the continuance of the formal mediation process

(c) If within three (3) months following the date of the mediation notice, the dispute has not been resolved through negotiation, mediation or some other form of ADR, the dispute may be submitted for resolution to the appropriate court having jurisdiction over the parties.

(d) In any such action, the use of any ADR procedures will not be construed under the doctrine of the laches, waiver or estoppel to affect adversely the rights of any party. Nothing in this Section 6.13 will prevent either party, from resorting, to judicial proceedings if (i) good-faith efforts to resolve the dispute under the above-mentioned alternative procedures have been unsuccessful within the six month period specified in Section 6.13 (c) or (ii) interim relief from a

court is necessary to prevent serious and irreparable injury to either party. The provisions of this Section 6.13 will survive the termination of this Agreement.

6.14 *Confidential and Proprietary Information; Intellectual Property.* Proprietary documents, techniques or software of any kind that may be used at the Refueling Station shall not become the property of Mt. Diablo if it was developed by Pinnacle prior to the execution of this Agreement. Mt. Diablo is not allowed to publish or otherwise share such software, documents or techniques with third parties. All intellectual property rights of Pinnacle in the equipment, materials, services, programs, processes and all other matters related to the Refueling Station shall remain the sole property of Pinnacle. All ideas, discoveries, inventions, computer programs, developments, original works of authorship, systems documentation, trade secrets, and technical know-how that are conceived, devised, invented, developed or reduced to practice or tangible medium by Pinnacle, its contractors or employees, whether individually or jointly with others, that relate, indirectly or directly, to the Refueling Station, shall be the sole property of Pinnacle, and Pinnacle shall have no obligation to assign or to cause any of its contractors or employees to assign any of Pinnacle's rights therein to Mt. Diablo or any other party.

6.15 *Severability.* If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such which may be hereafter declared invalid, void or unenforceable.

6.16 *Litigation Costs.* Should either Pinnacle or Mt. Diablo bring legal proceedings against the other to enforce any provision of this Agreement, the party in whose favor final judgment is entered by the court in such proceedings will be entitled to recovery against the other party the attorneys' reasonable fees and expenses incurred by such prevailing party.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Natural Gas Refueling Agreement as of the date set forth below their respective signatures to be effective for all purposes as of the Effective Date.

MT. DIABLO UNIFIED SCHOOL DISTRICT

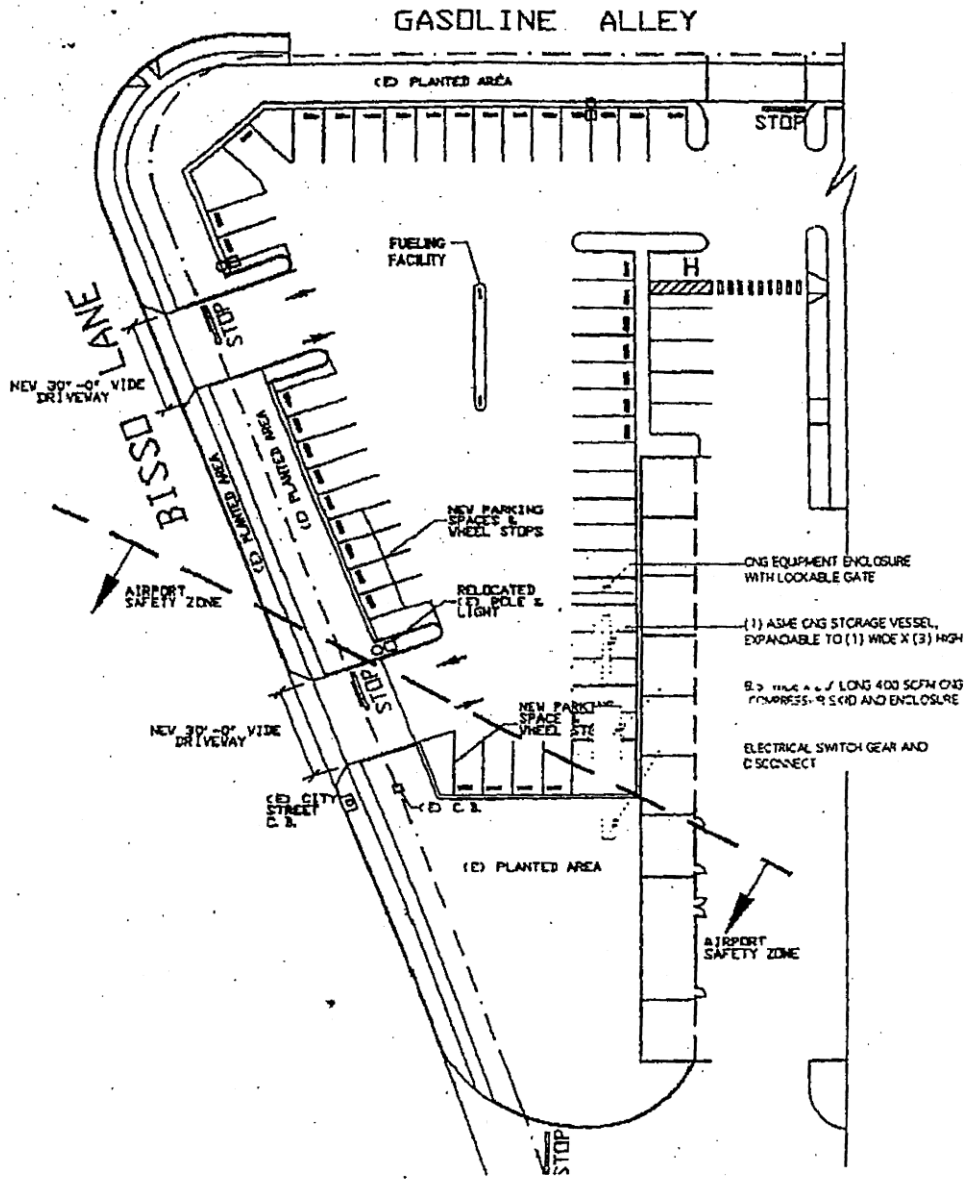
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

PINNACLE CNG COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# EXHIBIT A

## Description of the Site



CONCEPTUAL SITE PLAN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
CNG FUELING FACILITY  
1490 GASOLINE ALLEY, CONCORD, CA  
FEBRUARY 29, 2001 • NOT TO SCALE

**EXHIBIT B**  
**to**  
**AMENDED AND RESTATED**  
**NATURAL GAS REFUELING AGREEMENT**  
**(Mt. Diablo Unified School District)**

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("LICENSE") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012, between Mt. Diablo Unified School District as LICENSOR ("LICENSOR"), and Pinnacle CNG Company, a Texas corporation, as LICENSEE ("LICENSEE"), with respect to the following circumstances:

- A. LICENSOR is the owner of the real property located at 1490 Gasoline Alley, Concord, California 94520 and shown on EXHIBIT A attached hereto.
- B. LICENSEE desires to license from LICENSOR the property as shown on EXHIBIT A (the "PREMISES") on the terms and conditions set forth herein, and LICENSOR is willing to so license the PREMISES to LICENSEE.

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. LICENSOR hereby licenses the PREMISES to LICENSEE, and LICENSEE hereby takes the PREMISES for a term (the "TERM") commencing on \_\_\_\_\_, 2012 and expiring on the date of termination of the Amended and Restated Natural Gas Refueling Agreement executed between the parties as of the date hereof (the "Refueling Agreement").
- 2. LICENSEE will pay LICENSOR a license fee of Ten Dollars (\$10.00) for the TERM.
- 3. LICENSEE may use the PREMISES only for the purpose of operating and maintaining Compressed Natural Gas ("CNG") equipment and related fueling stations and selling CNG as a vehicular fuel to LICENSOR, LICENSOR'S customers and other third party customers and for no other use or purpose.
- 4. LICENSEE will operate the PREMISES in compliance with all applicable laws, including all building, health and safety codes and all applicable rules and regulations; will keep and maintain the PREMISES in a neat, clean, sanitary and orderly condition; will not permit any noxious odors or hazardous, toxic or dangerous substances to be emitted from, deposited on or released under the PREMISES. LICENSEE will return the PREMISES to LICENSOR at the end of the TERM in the same condition as when received, normal wear and tear excepted.

5. LICENSEE accepts the PREMISES in an "as is" condition without warranties by LICENSOR of any kind or nature, expressed or implied. LICENSEE may not alter or improve the PREMISES without LICENSOR's prior written consent, which may be withheld in LICENSOR'S sole and absolute discretion.
6. During the TERM of this LICENSE or any renewal or extension hereof LICENSOR and LICENSEE will each obtain and maintain the insurance required by the Refueling Agreement.
7. LICENSEE agrees that LICENSOR will not be liable under any circumstances for, and releases LICENSOR from, all liability or injury to any person (including death) or for any loss of or damage to any property (including LICENSEE's property) occurring on or about the PREMISES, unless such liability, injury, loss or damage is a result of LICENSOR's negligence or willful misconduct.
8. LICENSEE will indemnify, defend and hold harmless LICENSOR, its successors and assigns, against and with respect to any and all damages, claims, losses, liabilities and expenses of any kind, including without limitation reasonable legal and consulting expenses incurred by LICENSOR, or which are asserted against or imposed upon LICENSOR by any other party (including, without limitation, any governmental entity) arising out of or connected with any environmental condition caused by LICENSEE's activities on the PREMISES.
9. LICENSEE may not transfer any of its rights under this LICENSE or permit anyone else to use the PREMISES without LICENSOR's prior written consent. Consent will not be unreasonably withheld, delayed or conditioned if the assignment is being made in conjunction with an assignment of LICENSEE's interest in the Refueling Agreement.
10. This LICENSE is hereby incorporated into the Refueling Agreement. A breach of this LICENSE will be deemed a breach of the Refueling Agreement. Termination of the Refueling Agreement will terminate this LICENSE.
11. Except as otherwise required by law, any notice required or permitted to be given hereunder will be in writing and will be given by personal delivery, national courier service or United States certified or registered mail, return receipt requested addressed to LICENSOR AND LICENSEE at the following addresses:

TO LICENSOR:	Mt. Diablo Unified School District 1490 Gasoline Alley Concord, California 94520 Attention: Director of Maintenance and Operations
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With a copy to:	Mt. Diablo Unified School District B-2
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2326 Bisso Lane  
Concord, California 94520  
Attn: Director of Purchasing

To LICENSEE: Pinnacle CNG Company  
P. O. Box 2499  
Midland, Texas 79702  
Attn: Drew Diggins

With a copy to: Integrys Business Support, LLC  
130 East Randolph Street  
Chicago, Illinois 60601  
Attention: Vice President – Legal Services  
Facsimile: (312) 240-4219

12. This LICENSE will inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.
13. This LICENSE will be interpreted, enforced and governed by and under the laws of the state of California.
14. This LICENSE sets forth the complete agreement of the parties with respect to the LICENSE of the PREMISES, and it cannot be amended or modified except by a further written agreement signed by the parties.

IN WITNESS WHEREOF, the parties have executed this LICENSE AGREEMENT as of the date first above written.

LICENSOR: MT. DIABLO UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LICENSEE: PINNACLE CNG COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ §  
§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012,  
by \_\_\_\_\_, \_\_\_\_\_ of Mt. Diablo Unified School District.

\_\_\_\_\_  
Notary Public in and for the State of California

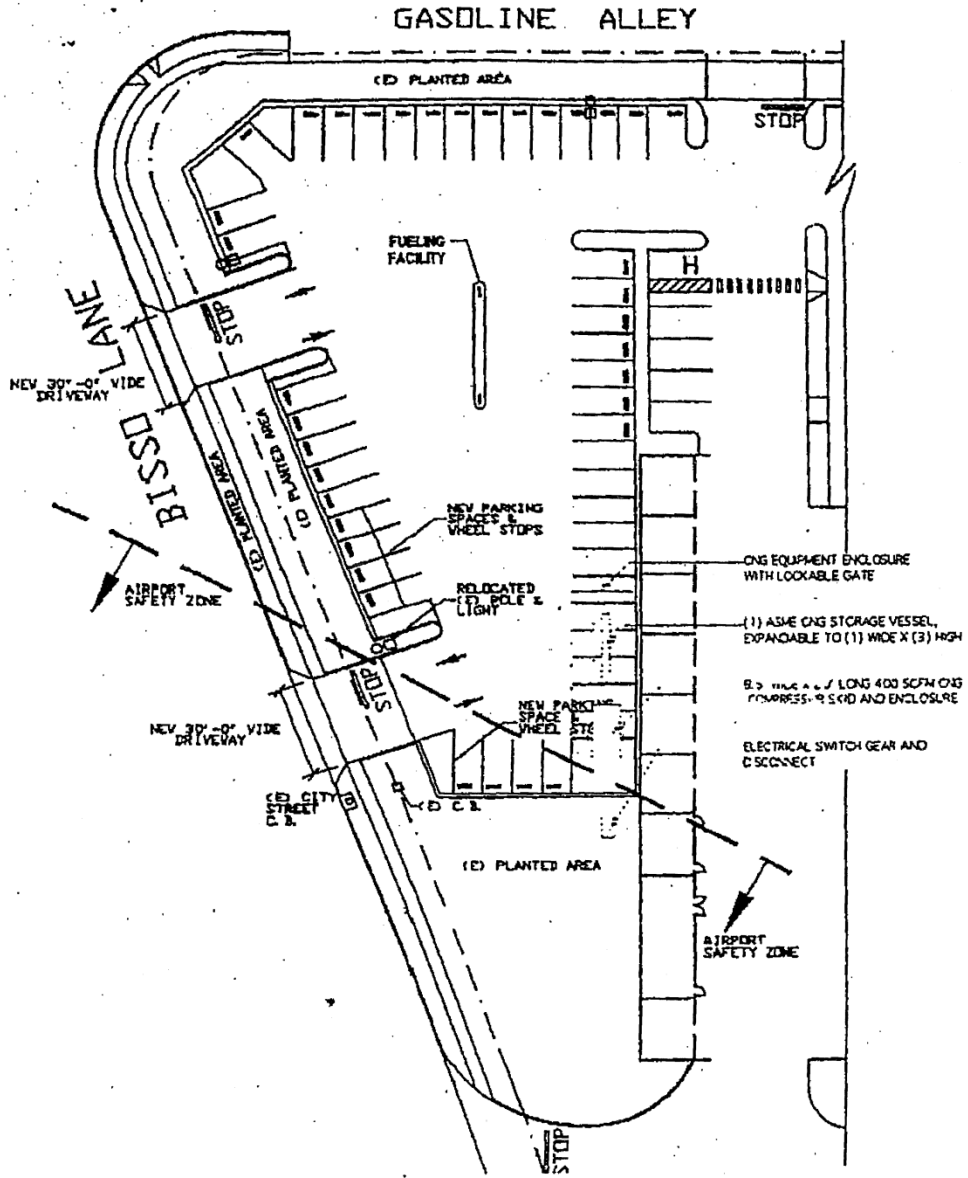
STATE OF \_\_\_\_\_ §  
§  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012  
by \_\_\_\_\_, \_\_\_\_\_ of Pinnacle CNG Company, a Texas corporation, on  
behalf of said corporation.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

**EXHIBIT A  
TO  
LICENSE AGREEMENT**

Description of the Premises



CONCEPTUAL SITE PLAN  
 MT. DIABLO UNIFIED SCHOOL DISTRICT  
 CNG FUELING FACILITY  
 1490 GASOLINE ALLEY, CONCORD, CA  
 FEBRUARY 29, 2001 • NOT TO SCALE

**EXHIBIT C**

**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
**PREVENTATIVE DAILY MAINTENANCE SCHEDULE**

DATE:   
TIME:

INSPECTION ITEM	STATUS	REMEDY	REPAIR LOG
<b>Compressor SKID</b>			
Ariel Compressor Oil Level			
Dump Inlet Scrubber			
Hydraulic Oil Level			
Pressure Gauges			
Gas/Oil Leaks			
Unusual Sites, Sounds, Smells			
<b>Dispensers</b>			
Hoses			
Quick Connects			
Three-way Valves			
Proximity Switches			
Pressure Gauges			
Service Valve			
Receipt Printer			
Gas Leaks			
<b>Storage/Buffer Vessels</b>			
Overall Condition			
Gas Leaks			



**EXHIBIT D**

**PINNACLE CNG COMPANY  
OPERATION AND MAINTENANCE SCHEDULE**

CNG Annual Therms	30,000	60,000	90,000	100,000	120,000	150,000	200,000	250,000
Annual DGE	21,898	43,796	65,693	72,993	87,591	109,489	145,985	182,482
Annual GGE	23,622	47,244	70,866	78,740	94,488	118,110	157,480	196,850
Monthly GGE	1,969	3,937	5,906	6,562	7,874	9,843	13,123	16,404
Monthly Therms	2500	5000	7,500	8,333	10000	12,500	16,667	20,833
Total \$ / Therm	\$ 1.253	\$ 0.720	\$ 0.625	\$ 0.610	\$ 0.568	\$ 0.527	\$ 0.505	\$ 0.485
Total \$/GGE	\$ 1.592	\$ 0.914	\$ 0.794	\$ 0.775	\$ 0.721	\$ 0.669	\$ 0.641	\$ 0.616
CNG Annual Therms	300,000	360,000	400,000	420,000	480,000	500,000	600,000	700,000
Annual DGE	218,978	262,774	291,971	306,569	350,365	364,964	437,956	510,949
Annual GGE	236,220	283,465	314,961	330,709	377,953	393,701	472,441	551,181
Monthly GGE	19,685	23,622	26,247	27,559	31,496	32,808	39,370	45,932
Monthly Therms	25,000	30,000	33,333	35,000	40,000	41,667	50,000	58,333
Total \$ / Therm	\$ 0.453	\$ 0.411	\$ 0.390	\$ 0.378	\$ 0.353	\$ 0.345	\$ 0.325	\$ 0.307
Total \$/GGE	\$ 0.576	\$ 0.522	\$ 0.495	\$ 0.480	\$ 0.449	\$ 0.438	\$ 0.412	\$ 0.390

**One (1) GGE is equal to 1.27 Therms.**

**EXHIBIT E**

**Pricing Schedule**

<b>Filing Effective January 1, 2012</b>				
Gas				
	Procurement Charge	Last mos	\$ 0.49230	/therm
	Procurement Charge		\$ 0.46317	/therm
	Transmission Charge		\$ 0.12698	/therm
	Customer Charge		\$ 0.44121	/Month
	PPP per therm		\$ 0.03917	/therm
			\$ 0.62936	
Electricity				
			\$ 0.14000	/therm
Tax				
	California Excise		\$ 0.07000	/therm
	Federal Fuel*		\$ -	/therm
	Pinnacle Management fee (EXHIBIT C)		0.50500	/therm
	Mt Diablo USD Income		0.55000	/therm
			\$ 1.89542	
	Credit card Transaction Fee @ 7%		\$ 0.13966	
			<b>\$ 2.03509</b>	<b>\Therm</b>
	<b>Pinnacle Posted</b>		<b>\$ 2.58456</b>	<b>\GGE</b>
Prevailing Price Index				
	PG&E Posted CNG		\$ 2.57	<b>\GGE</b>
	Clean Energy		\$ 2.75	<b>\GGE</b>
			.	