

ASSIGNMENT AGREEMENT

This Assignment Agreement is dated as of the 26th day of June, 2014 (the "Assignment").

WHEREAS, the City of Buckley, a municipal corporation of the state of Washington, ("Assignor") and Puget Sound Energy, Inc. ("Assignee"), a Washington corporation, have entered into an Asset Purchase Agreement, dated May 16, 2014 ("APA") under which Assignee will acquire the gas distribution system currently owned and operated by Assignor; and

WHEREAS, IGI Resources, Inc. ("Remaining Party") and Assignor are parties to the Base Contract for Sale and Purchase of Gas dated June 2, 2009, and the Asset Management Arrangement dated June 2, 2009, as amended on August 11, 2010, (the "Natural Gas Agreements"); and

WHEREAS, Assignor, Assignee, and Remaining Party are collectively referred to hereinafter as the "Parties"; and

WHEREAS, under the APA, Assignor will assign its rights and obligations under the Natural Gas Agreements to Assignee as "Assigned Contracts" under the APA, and Assignee will assume the rights and obligations under the Natural Gas Agreements as of the closing date of the acquisition under the APA, which is expected to occur on June 26, 2014, to be effective commencing Gas Day June 27, 2014 ("Effective Date"); and

WHEREAS, Assignee intends to exercise its rights and perform its obligations under the Natural Gas Agreements until expiration by their terms on October 31, 2015; and

WHEREAS, Assignee will take over the Northwest Pipeline LLC capacity currently held by Assignor through a permanent capacity release effectuated by Assignor on the Northwest Pipeline LLC website; and

WHEREAS, Assignee is seeking confirmation that the Remaining Party will consent to assignment of the Natural Gas Agreements to Assignee on or before the closing of the transaction under the APA.

NOW THEREFORE, for good and valuable consideration (receipt and sufficiency of which are hereby acknowledged), the Parties hereto mutually covenant and agree as follows:

1. **Assignment.** The Assignor hereby assigns, transfers, sets over and conveys unto the Assignee, as of the Effective Date its entire right, title, estate and interest in and to the Natural Gas Agreements, and all obligations and liabilities thereunder, to the Assignee for its sole use and benefit absolutely ("Assigned Agreements").
2. **Acceptance by Assignee.** The Assignee hereby accepts the aforesaid Assignment to be effective as of and from the Effective Date, and covenants and agrees with the Assignor and the Remaining Party that from and after the Effective Date it will be bound by, observe and perform, carry out and fulfil all obligations, covenants and agreements required to be observed and performed by the Assignor under the terms of the Assigned Agreements arising from and after the Effective Date for the period from and after the Effective Date.
3. **Acceptance and Consent by Remaining Party.** Effective as of and from the Effective Date, the Remaining Party hereby accepts the Assignee as the party to perform the Assigned Agreements.

Notwithstanding the foregoing, Remaining Party's acceptance of the assignment of the Asset Management Agreement between the Parties is subject to Assignor re-releasing the Released Capacity to Remaining Party.

4. **Release Regarding Assigned Agreement.** Effective as of and from the Effective Date, the Remaining Party hereby releases and forever discharges the Assignor of and from observance and performance of all the covenants, agreements and obligations on the part of the Assignor to be observed and performed under the Assigned Agreements from and after the Effective Date and agrees it shall hold Assignee wholly responsible for such obligations PROVIDED THAT nothing herein contained shall be construed as a release of the Assignor from any obligation or liability under the Assigned Agreements, which obligation or liability arose prior to the Effective Date, for which the Assignor is and shall remain liable. Notwithstanding the foregoing, Remaining Party's release under this paragraph with respect to the Asset Management Agreement shall be effective only upon Assignor re-releasing the Released Capacity under the Asset Management Agreement to Remaining Party.
5. **Further Assurances.** The Assignor agrees that it shall, from time to time and at all times hereafter, execute such further assurances and do all such acts and things as may be reasonably required for the purpose of vesting in the Assignee the rights of the Assignor in the Assigned Agreements.
6. **Continuance.** The Natural Gas Agreements shall continue in full force and effect and the Assignee shall replace the Assignor as a party of the Assigned Agreements from and after the Effective Date. The Assigned Agreements, as modified or amended by this Assignment, are ratified and confirmed.
7. **Successors.** This Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.
8. **Counterpart Execution.** This Assignment may be executed in multiple counterparts and may also be delivered via facsimile, each of which when so executed and delivered shall constitute one and the same original document.
9. **Capitalized Terms.** All capitalized terms used in this Assignment, apart from proper nouns and as required by grammatical usage, are defined expressions having the meanings ascribed to them in this Assignment, the Natural Gas Agreements, and/or the Assigned Agreements.
10. **THIS AGREEMENT** is executed by the parties hereto as of the date first above written.

The City of Buckley "Assignor"	Puget Sound Energy, Inc. "Assignee"
By: <i>Patricia Johnson</i>	By: <i>William F. Donahue</i>
Name: <i>Patricia Johnson</i>	Name: <i>WILLIAM F. DONAHUE</i>
Title: <i>Mayor</i>	Title: <i>MANAGER, NATURAL GAS RESOURCES</i>
IGI Resources, Inc. "Remaining Party"	
By: <i>Randy Schultz</i>	
Name: <i>RANDY SCHULTZ</i>	
Title: <i>PRESIDENT</i>	