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Issued: May 28, 2015
Effective: July 1, 2015
Attachment "A" to Schedule 62, Page 1

PUGET SOUND ENERGY, INC.

SCHEDULE 62
SUBSTATION AND RELATED EQUIPMENT CAPACITY (Continued)Attachment "A" – Facilities Agreement
[Substation Name]
[Replacement Coverage Agreement or No Replacement Coverage Agreement or No Replacement
Coverage Adjustable Agreement]

This FACILITIES AGREEMENT ("Agreement") is made and entered into as of [_____] 20[___], by and between Puget Sound Energy, Inc. ("PSE"), and [_____] ("Customer"). PSE and Customer are sometimes referred to in this Agreement individually as "Party" and together as "Parties."

Recitals

A. The Substation (as defined below) is, or upon installation will be, owned and operated by PSE for purposes of delivering electric energy (i) to Customer and retail customers other than Customer or (ii) to Customer only, if the Substation is located within secured premises wholly owned or controlled by Customer or is located on property adjacent to or contiguous with such premises of Customer.

B. Customer desires to acquire, as part of PSE's [bundled retail] services to Customer [under Schedule 449], substation distribution services from PSE, and PSE desires to provide to Customer substation distribution services using the electrical equipment and equipment capacity specified in this Agreement, all pursuant and subject to the terms and provisions hereof.

C. This Agreement forms part of Schedule 62 of PSE's Electric Tariff G (the "Schedule").

Agreement

The Parties therefore agree as follows:

1. Term; Modification

Unless earlier terminated as provided for herein, this Agreement shall have a term of ten (10) years, commencing as of [_____] and ending on [_____].

2. Equipment and Equipment Capacity

The Substation equipment, Substation equipment capacity and feeders (if any) covered by this Agreement, consist of the equipment and feeders listed, and the equipment capacity identified, in Exhibit A to this Agreement, which exhibit is by this reference incorporated into this Agreement, within PSE's substation identified in Exhibit A to this Agreement (the "Substation"). Where the entire amount of Substation capacity is used or reserved to provide such substation distribution services to Customer, nameplate capacity shall be specified in Exhibit A to this Agreement; where a portion of Substation capacity is used or reserved to provide such substation distribution services to Customer, the percentage share of the Substation's nameplate capacity so used or reserved shall be based on the percentage of Customer's current and projected loads on the Substation in proportion to the total nameplate capacity of the Substation as provided for in Attachment "C" to the Schedule, unless otherwise agreed to by PSE.

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The Substation equipment and feeders (if any) shall remain, throughout the term of this Agreement, electrically connected (subject to planned and unplanned outages) to Customer's facilities located at the address specified in Exhibit A to this Agreement ("Premises"). As a result of this Agreement and the Substation equipment and equipment capacity subject hereto, Customer shall be entitled to receive electric power (only under the applicable rate schedule(s) of PSE's retail tariffs accepted or approved by the Washington Utilities and Transportation Commission ("WUTC" or the "Commission")) from PSE at the maximum rate of delivery (in kVA) specified in Exhibit A to this Agreement.

The equipment and the amount of equipment capacity are depicted in the one-line diagram set forth in Exhibit B to this Agreement, which exhibit is by this reference incorporated into this Agreement.

3. Ownership; Taxes; Limited Scope

The equipment described in Exhibit A to this Agreement, together with any replacements, upgrades and other modifications thereof, shall remain the personal property of PSE at all times. Customer shall be responsible for payment, on a pro rata basis, of any personal property taxes on the Substation equipment and the feeders (if any) and other taxes on the such equipment and feeders to the extent such taxes are not otherwise included in the payments pursuant to this Agreement or recovered under the applicable rate schedule(s) of PSE's retail tariffs accepted or approved by the WUTC. This Agreement does not grant or confer to Customer any rights of occupancy. Except as specifically set forth herein, no rights or entitlements shall be granted to Customer under this Agreement.

4. Charges

As between PSE and Customer, PSE shall (subject to the provisions of this Agreement) be responsible to operate, maintain, replace and upgrade the equipment described in Exhibit A to this Agreement and PSE's electrical facilities that connect such equipment to the Premises, and Customer shall pay or reimburse to PSE the operation and maintenance charges, the administrative and general charges, the equipment capital charges, the distribution feeder charges (including operation and maintenance, administrative and general and capital charges), and the real property charges, all as specified in the Schedule, to reimburse PSE for the costs and expenses incurred by PSE in connection with the Substation and/or distribution feeders specified in Exhibit A to this Agreement and any upgrades or conversions thereof.

5. Maintenance; Planned Equipment Replacement; Notice for Planned Outages

PSE shall be responsible for the operation and maintenance of the Substation equipment; provided, that PSE shall not be responsible for maintaining or repairing any failure or impairment of such equipment's efficient operating condition caused by Customer's negligence, willful misconduct, or breach of any of Customer's obligations under this Agreement and Schedule 80 of PSE's Electric Tariff G. The full costs and expenses (including, but not limited to, reasonable attorneys' fees) in connection with the repair of or value lost by any such failure or impairment shall be paid by Customer. PSE shall consult with the Customer prior to incurring any costs chargeable to the Customer related to equipment replacement unless such replacement is related to failure or impairment described above or to Equipment Failure as described in Section 6 of this Agreement. Prior to any planned outage for maintenance, repair, replacement or upgrade activities contemplated by this provision, PSE shall provide notice of such outage in accordance with WAC 480-100-148(2)(d); provided, however, that if such notice is impracticable, in case of any planned outage due to equipment failure, PSE shall provide as much advance notice as is practicable under the circumstances.

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6. Equipment Failure**(a) Repair and Restoration**

Should any of the equipment described in Exhibit A to this Agreement cease to function properly, or should there be any fault or failure of PSE's electrical facilities that connect such equipment to the Premises, PSE shall, subject to the provisions of Sections 4 and 6(b), repair and restore such equipment or facilities as soon as practicable, in accordance with the applicable regulations of the WUTC.

(b) Non-Standard Equipment

Any equipment installed at the request of Customer that is not commonly inventoried by PSE ("Non-Standard Equipment") shall be as identified in Exhibit A to this Agreement. Without limiting any other provision of this Agreement, PSE shall have no responsibility or liability for any limitation or interruption in providing electric service to Customer in the event any Non-Standard Equipment ceases to function properly or otherwise experiences any fault or failure. Customer shall be responsible to ensure that a replacement for such Non-Standard Equipment is available upon the occurrence of any such event.

7. Limitation of Damages and Liability

THE OBLIGATIONS EXPRESSLY ASSUMED BY PSE IN SECTIONS FIVE AND SIX OF THIS AGREEMENT ARE IN LIEU OF ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SUITABILITY, DURABILITY, CONDITION, QUALITY OF THE EQUIPMENT OR FEEDERS AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SPECIFICALLY WAIVES ALL RIGHT TO MAKE A CLAIM AGAINST PSE FOR BREACH OF ANY WARRANTY OF THE EQUIPMENT OR FEEDERS. CUSTOMER SHALL ACCEPT THE EQUIPMENT AND FEEDERS IN AN "AS IS" CONDITION, BASED ON PSE'S ASSUMPTION OF THE CONTINUING OBLIGATIONS SPECIFIED IN SECTIONS FIVE AND SIX OF THIS AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER PSE NOR CUSTOMER SHALL IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THE EQUIPMENT, THE FEEDERS OR THIS AGREEMENT. PSE SHALL NOT BE LIABLE FOR ANY FAULT OR FAILURE OF THE EQUIPMENT OR FEEDERS OR OF ANY OTHER ELECTRICAL FACILITIES OF PSE OR FOR ANY LOSS OR DAMAGE TO THE EXTENT SUCH LOSS OR DAMAGE RESULTS FROM ANY CIRCUMSTANCES SPECIFIED IN THE CONTINUITY OF SERVICE PROVISIONS OF SCHEDULE 80 OF PSE'S ELECTRIC TARIFF G.

Nothing in this Section 7 is intended to limit or otherwise affect any of the provisions of Schedule 80 of PSE's Electric Tariff G ("Schedule 80") or the rules and regulations of the WUTC applicable to PSE.

8. Billing and Payment

All amounts payable by Customer under the Schedule and this Agreement shall be paid by Customer as specified in Schedule 80.

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9. Termination**(a) Breach or Default**

Upon any breach or default by the other Party that remains uncured after thirty (30) days from written notice of the default to such other Party, the non-defaulting Party may cancel this Agreement by providing written notice of such cancellation to the other Party.

(b) Rate Schedule Eligibility

If during the term of this Agreement Customer is no longer eligible to purchase electric power from PSE under a rate schedule requiring customers to take delivery at or above 50 kV, Customer shall have the right to terminate this Agreement by providing written notice of such termination to PSE not less than thirty (30) days prior to such termination; provided, that Customer shall remain obligated for any costs and expenses incurred by PSE related to such termination and for any liabilities to PSE (including, without limitation, liabilities for payment) incurred by Customer pursuant to this Agreement prior to such termination. The Company shall not be obligated to provide electric service to the Customer through the Substation or feeders (if any) following termination.

10. Access

To the extent the Substation is situated on premises owned or controlled by Customer, Customer shall provide PSE, and PSE shall have the right of, such access to the Substation as PSE may reasonably require, by personnel and for equipment. Customer may make such access subject to the observance by PSE of such reasonable security and safety protocols and procedures of Customer that (a) Customer shall have provided to PSE in writing prior to access and (b) do not cause PSE to incur any unreasonable costs or expenses. Customer shall and hereby does grant to PSE all necessary licenses, right-of-way and easements for the access described in this Section 10, and Customer shall execute, acknowledge and deliver to PSE such additional documents as PSE may reasonably request to effectuate, evidence, vest, record or give notice of such licenses, rights-of-way and easements.

11. Jurisdiction

This Agreement shall at all times be subject to changes or modifications as the WUTC may from time to time authorize or direct. Service under this Agreement is subject to the General Rules and Provisions contained in PSE's Schedule 80 and, upon its issuance, the Schedule, as such schedules may be revised from time to time with the acceptance by or approval of the WUTC. Any conflict between terms of this Agreement, on the one hand, and PSE's Schedule 80 or the Schedule, on the other hand, shall be resolved in favor of such schedule.

12. Successors and Assigns

Subject to the provisions of Section 15, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns. Any assignee or transferee shall be deemed to have assumed the rights, obligations and liabilities of this Agreement; provided, however, that any transfer of interest by PSE shall not relieve it from any obligations contained in PSE's Schedule 80 and WAC 480-100 applicable to the delivery of electric energy, unless such assignee or transferee is subject to WAC 480-100.

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Attachment "A" to Schedule 62, Page 5**PUGET SOUND ENERGY, INC.****13. Notices**

Except as otherwise specifically provided in this Agreement, all notices under this Agreement shall be in writing and shall be deemed given upon (a) personal delivery to the addressee, (b) two days after deposit into the United States mail, postage prepaid, certified mail return receipt requested, (c) fax with electronic confirmation of receipt or (d) one day after delivery to United States Postal Service Express Mail or similar overnight delivery service. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as follows:

Puget Sound Energy, Inc.
For deliveries by overnight delivery:
 10885 N.E. 4th Street
 Bellevue, WA 98004
For deliveries by mail:
 P.O. Box 97034
 Bellevue, WA 98009
 Fax: []
 Attn: []

[Name of Customer]
 [Address]
 Fax: []
 Attn: []

14. Survival

Sections 3, 4, 7, 14 and 15, and all other provisions of this Agreement that may reasonably be expected to survive the termination, cancellation or expiration of this Agreement, shall survive the termination, cancellation or expiration of this Agreement.

15. Miscellaneous

This Agreement shall be governed by the laws of the state of Washington without reference to its choice of law principles to the contrary. Neither Party shall assign this Agreement, by operation of law or otherwise, without the prior written consent of the other Party, except that (a) either Party may, without such prior written consent, assign this Agreement or any of its interests hereunder to any successor to such Party by means of merger, combination, amalgamation, transfer of all or substantially all of such Party's assets, or, with respect to Customer, the sale of all facilities receiving substation distribution services pursuant to this Agreement, or any similar transaction (provided that, as to any assignee of Customer, such assignee is otherwise eligible pursuant to PSE's applicable tariff provisions to receive electric service at high voltage) and (b) PSE may, without such prior written consent, assign this Agreement or any of its interests hereunder as security for PSE's long-term secured debt, present or future. This Agreement may be modified or amended only by a written agreement hereafter signed by both PSE and Customer. Section headings used in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of any provision of this Agreement. This Agreement sets forth the entire agreement, and supersedes any and all prior agreements, of the Parties regarding the subject matter thereof. Any failure or delay in the exercise of any right or remedy available to a Party hereunder shall not be construed as a waiver or relinquishment of such right or remedy.

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IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the date first written above.

PUGET SOUND ENERGY, INC.

By _____

Its _____

CUSTOMER

_____]

By _____

Its _____

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Attachment "A" to Schedule 62, Page 7**PUGET SOUND ENERGY, INC.****Exhibit A
To
Facilities Agreement**

1. PSE's Substation:

[] Substation.

2. Customer's Premises: [Address]

3. Substation Equipment List:

See Attachment 1 to this Exhibit A.

4. Total Substation Equipment Capacity (based on equipment's nameplate rating): [] kVA

5. Maximum Rate of Delivery: [] kVA [If there are multiple banks, specify separately for each bank]

6. Total Investment In Feeders: [\$] as of [, 20]

7. Feeder Line Footage: []

8. Value of Real Property or Real Property Rights: [\$] as of [, 20]

9. Description of Real Property or Real Property Rights: []

10. Total Substation Investment Amount: [\$] as of [, 20]

[For Replacement Coverage the Handy-Whitman replacement cost new less depreciation calculation is shown in Attachment 2 to this Exhibit A.][For No Replacement Coverage and No Replacement Coverage Adjustable the detail of the investment amount(s) is shown in Attachment 2 to this Exhibit A.]

11. Total Monthly Charge: [] effective [, 20].
-
- The Components of the total monthly charge are shown in Attachment 2 to this
- Exhibit A
- .

12. Non-Standard Equipment: []

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**Attachment 1
to
Exhibit A**

Substation Equipment List

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PUGET SOUND ENERGY, INC.

**Attachment 2
to
Exhibit A**

Handy-Whitman Replacement Cost New Less Depreciation Calculation

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PUGET SOUND ENERGY, INC.

**Exhibit B
to
Facilities Agreement**

[One-line diagram attached.]