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Seventh Revision of Sheet No. 10 Canceling Sixth Revision of Sheet No. 10

PUGET SOUND ENERGY NATURAL GAS RULES AND REGULATIONS RULE NO. 1: General

Section 1: Applicability of Rules

The Company will furnish service under its rate schedules and rules and regulations as on file with the Washington Utilities and Transportation Commission and in compliance with regulations prescribed by the Commission.

These rules and regulations shall govern all service except as specifically modified by the terms and conditions of the rate schedules, written contracts filed with the Commission, or service agreements submitted to the Commission; provided that where a contract or service agreement specifically states that in the event of a conflict, the applicable rule, regulation, schedule or tariff shall control, then the provisions of the applicable rule, regulation, schedule or tariff shall control.

(C)(N)

(N)

Section 2: Access to Information

Copies of currently effective rate schedules and rules and regulations are available at the business offices of the Company.

Section 3: Term of Agreement for Service

Unless otherwise specifically provided in any applicable rate schedule, contract, or service agreement by or with the Company, the term of any agreement for service shall become operative on the day service to the Customer is activated. The term of agreement for service shall continue until cancelled in accordance with Rule No. 15.

Issued: March 31, 2009 **Advice No.:** 2009-10

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Issued By Puget Sound Energy

By:

Tom DiBOM Tom DeBoer

Title: Director, Federal & State Regulatory Affairs

Fifth Revision of Sheet No. 14 Canceling Fourth Revision of Sheet No. 14

PUGET SOUND ENERGY NATURAL GAS RULES AND REGULATIONS (Continued) RULE NO. 4: Election of Rate Schedules

Section 1: Optional Rate Schedules

Optional rates are available for certain classes of Customers. These optional rates and the conditions under which they are applicable are set forth in the rate schedules of the Company.

Section 2: Responsibility for Election of Rate Schedules

Upon application or request for service, applicant shall elect the applicable rate schedule best suited to its requirements for which the applicant is eligible. Should a Customer's use of gas service change after service commences, or should the Company's rate schedules change, or should any other situation arise where the Customer is not on the most favorable rate schedule, the Company shall not be held responsible to notify the Customer of the most favorable rate schedule and shall not refund the difference in charge under different rate schedules.	(C) (D) (C)(D) (C)
Section 3: Changes between Rate Schedules	
Upon receiving notification of any material changes in a Customer's installation or load conditions, the Company may assist in determining if a change in rate schedules is desirable, subject to the limitations on changing rate schedules contained in these rules and the applicable regulations, schedules and tariffs.	(C) (C)
After one year of service on a rate schedule a Customer may switch rate schedule. Not more than one change in rate schedule shall be made within any twelve-month period. Customers who wish to switch between a sales service rate schedule (Rate Schedules 23, 31, 41, 85, 86, and 87) and a transportation service rate schedule (Rate Schedules No. 31T, 41T, 85T, 86T and 87T) or between a transportation service rate schedule and a sales service rate schedule must give the Company notice a minimum of thirty (30) days prior to the requested date of change in type of service. In addition the following conditions apply:	(C) (C) (T)
 a. The Customer must meet eligibility requirements of the applicable schedule, b. Switching is subject to availability of needed metering facilities installed at location, c. Migration and conversion charges will be applied as necessary to protect against stranded costs. 	(T)
 d. Service on a transportation service rate schedule must start on the first day of a month for scheduling purposes. e. Other charges may apply, such as charges for system modification or improvement under the provisions of Rule 7. 	(N) (N)
No monthly or appeared alteration between arts askedules will be assessed for a set of	

No monthly or seasonal alteration between rate schedules will be permitted for any portion of the service to be supplied.

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By:

Ton DiBon

Tom DeBoer

Title: Director, Federal & State Regulatory Affairs

First Revision of Sheet No. 43-A Canceling Original Sheet No. 43-A

PUGET SOUND ENERGY NATURAL GAS RULES AND REGULATIONS RULE NO. 29: Terms of Distribution System Transportation Service (Continued)

Section 4: Service Agreement--Term and Notice, Sales Gas Service

1.	Customers receiving service under a transportation schedule listed in Section 1 above must execute a service agreement for a period of one year from the effective date of the agreement. The agreement shall state the maximum daily volume of gas to be	(C)
	transported.	(D)
	a. During the initial year of service, the agreement shall require that the Company receive from the Customer a minimum of thirty days notice prior to the expiration of the initial term to make any change in the agreement, to extend the agreement for one	(C)
	year, or to switch to sales service. Absent such notice, service will be provided without changes to the agreement for a period of one year and the agreement for that period will be executed as soon as possible. Following the initial year of service the agreement shall require a minimum of thirty days notice prior to the requested	(C)
	termination date to end the agreement in order to switch to sales service.	(Ċ)
	b. A Customer switching schedules must pay all conversion, migration and applicable gas costs. A conversion fee may be imposed by the Company for failure to provide the required notice to compensate the Company for costs of acquiring incremental supply and deliverability resources. Customers who require a return to sales gas service after taking transportation service for a minimum of one year but before the end of their transportation contract term will be subject to a conversion penalty rate for such sales service. The conversion rate shall apply for the duration of the unexpired term of the Customer's transportation service agreement and shall be composed of the applicable effective rate of the requested gas sales service rate schedule, plus fifty percent of the tariffed weighted average demand and commodity cost of gas (WACOG) for that rate schedule. Customers who require a return to sales gas service may be subject to charges for distribution system modification and improvement.	(C) (C)
2.	Uncollected Gas Cost Adjustment for Migrating Customers—A Customer migrating service (completely or partially) from any of the Company's gas sales schedules to a transportation service rate schedule or from a transportation service rate schedule to any of the Company's gas sales schedules will be subject to additional charges or credits	

- representing that Customer's portion of under- or over- collected deferred gas costs at the time the Customer migrates. The Uncollected Gas Cost Adjustment for Migrating Customers is further described in Section 8 Paragraph 4 of this rule.
- 3. A transportation Customer also contracting for gas sales service must specify in the service agreement the daily sales quantity required, expressed in therms, and the sales rate schedule elected.

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Tom DeBoer

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Attachment "A" to Schedule 31T, Page 1

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PUGET SOUND ENERGY

TRANSPORTATION SERVICE AGREEMENT Rate Schedule No. 31T

THE TRANSPORTATION CERVICE ACREMENT ("A green and") dated

ΙП	io ir	RANSPORTATION SERVICE AGREEMENT (Agreement) dated	is made between FUGET
so	UND	D ENERGY, INC. (the "Company") and	(the "Customer"), on the
ollo	owing	ng terms and conditions:	
1.	beg writ	GREEMENT TERM: The initial term for service under this Agreement ("Transpoeding on The Agreeme internation is given by either party at least (i) 30 days prior to the expiration to the requested termination date during any subsequent annual term.	nt continues in effect thereafter until
	a. b.	thirty (30) days written notice prior to the expiration of the initial term or (if applicable Conversion to Sales Service. At the expiration of the initial Agreement term of renewal, the Customer may convert from Transportation Service to gas sales service schedules if 1) the Customer gives the Company a minimum of thirty (30) days written initial term of the Agreement or thirty (30) days written notice prior to the recomposed subsequent term of the Customer's intent to convert, and 2) gas sales service is schedule. The written notice shall specify the requested rate schedule. The Composed compensate the Company for the costs it deems necessary to acquire incrementate to serve the Customer. The Customer agrees to pay such conversion fee, if imposed customer may not change rate schedules again within one year. In accordance charges will be applied as appropriate.	te) any subsequent renewal term. or at any time during a subsequent ce under the Company's tariffed rate ritten notice prior to the expiration of quested termination date during any available under the requested rate any may impose a conversion fee to all supply and deliverability resources sed. In accordance with Rule 4, the e with Rules 4, 7, and 29 additional
	C.	Early Conversion. The terms for early conversion shall be as provided for in Rule 2	9.

- d. Failure to Renew. At the expiration of the Agreement term, if the Agreement has not been renewed, the term shall be extended for a period of one (1) year without changes to the agreement. An executed renewal Agreement will supersede any extended Agreement.
- NATURE OF TRANSPORTATION SERVICE: Transportation Service under this Agreement is firm as provided in Exhibit "A". The Customer acknowledges that the Company may require a contribution to capital improvement costs as a condition to providing firm Transportation Service.
- 3. <u>DAILY AND HOURLY QUANTITIES:</u> Subject to the terms of this Agreement, the Company agrees to transport gas to the Customer ("Transported Gas") at the rates of flow specified in Exhibit "A".
- 4. **CUSTOMER-OWNED GAS**: The Customer agrees to acquire Customer-owned gas subject to this Agreement and to cause it to be delivered to the location determined by the Company and specified in Exhibit "A" (the "Receipt Point").
- 5. <u>DELIVERY POINT/METERING:</u> The Company shall deliver the Transported Gas to the Customer at the delivery point specified in Exhibit "A" to this Agreement (the "Delivery Point"). Company-specified metering/telemetering equipment or data transmission equipment must be installed at the Delivery Point before Transportation Service may commence under this Agreement.
- 6. **CONSTRAINT PERIODS:** Transportation Service is subject to constraint periods that may be declared in the Company's sole determination as described in Rule 29. The Company reserves the right to declare these periods at such time and for such duration as the Company deems necessary in order to manage its gas distribution system.
- 7. <u>RATES AND CHARGES:</u> The Customer agrees to pay for Transportation Service according to the rates and charges in the applicable rate schedules in effect at the time of billing.
- 8. **GAS QUALITY:** The Customer represents that Customer-owned gas acquired by it and delivered to the Receipt Point, shall meet the quality standards of gas delivered to the Company for the Company's own account and shall in all respects be interchangeable and compatible with the Company's gas supply. The Customer further represents that the Customer-owned gas shall be free and clear of all adverse claims, liens, encumbrances and rights of others, and agrees to indemnify, defend, and hold the Company harmless from all claims, losses, and expenses (including without limitation attorneys' fees) arising at any time from or out of any such liens, claims, and encumbrances.
- 9. **BALANCING SERVICE:** This service provides balancing equivalent to the difference between the Customer's daily confirmed nominations and the daily delivered volumes.
- 10. MONTHLY BALANCING: All daily delivered volumes during a billing period are subject to the monthly balancing provisions contained in Rule 29. If the total delivered volumes do not equal the total confirmed nominations, then the overrun or underrun provisions of Rule 29 shall apply to the difference (as applicable). A Customer with meters at multiple sites may

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Attn:

Attachment "A" to Schedule 31T, Page 2

PUGET SOUND ENERGY

aggregate such meters for the purpose of determining balancing service charges subject to the provisions of Rule 29, Section 12.

11. **NOTICES:** Except as otherwise provided below, all notices, nominations, confirmations, billing statements, payments, correspondence, and other communications relating to this Agreement shall be sent by registered, certified, or ordinary mail, by facsimile or by telecopy and will be considered effective upon receipt. They shall be addressed as follows:

> To Company: To Customer: For Gas Transportation Issues: For Gas Transportation Issues: **PUGET SOUND ENERGY** Customer name P. O. Box 90868 **Address** Bellevue, WA 98009-0868 City, State, Zip Phone: 425-462-3040 Phone: Fax: 425-462-3158 Fax: **Attn: Gas Transportation** Attn: For Agreement Renewals and Conversions: For Agreement Renewals and Conversions:

PUGET SOUND ENERGY Customer name P. O. Box 90868 **Address** Bellevue, WA 98009-0868 City, State, Zip Phone: Phone: 425-462-3111 Fax: 425-462-3496 Fax:

Notices with respect to the initiation of constraint periods or the restoration of deliveries shall be sufficient if given by the Company in writing, telecopy, electronically, orally in person, or by telephone to one of the persons designated in the Authorized Overrun/Underrun Entitlement Personnel List, (Exhibit "B"), which the Customer agrees to complete and update upon change and at least annually and provide to the Company.

Attn:

- 12. **DELAYS**: The Company shall not be liable for delays in providing Transportation Service when such delays are not reasonably within the Company's control. Examples of such delays (not intended to be limiting) include delays caused by an inability to secure necessary material, supplies, or distribution system capacity; breakages or accidents to the Company's distribution system; and communication problems with suppliers, pipeline, or transporters. Delays subject to this paragraph shall not be deemed a breach of any Company obligation under this Agreement.
- 13. APPLICABLE RULES AND TARIFFS: The provisions in the Company's Rate Schedule No. 31T, Rule Nos. 23 and 29 and all other applicable rules and rate schedules apply to this Agreement, and are hereby incorporated herein. The Customer agrees to comply with all such provisions and with all applicable rules and regulations filed with or adopted by the Washington Utilities and Transportation Commission from time to time. In the event of a conflict between this Agreement and an applicable rule, regulation, schedule or tariff, the provisions of the rule, regulation, schedule or tariff shall control.
- 14. **SUCCESSORS AND ASSIGNS**: This Agreement shall not be assignable by the Customer in whole or in part without the Company's prior written consent. The provisions of this Agreement extend to and bind the parties and their respective successors and permitted assigns.
- 15. MISCELLANEOUS PROVISIONS: (a) This Agreement together with the applicable rate schedules constitutes the entire agreement between the parties, and expressly supersedes all prior and contemporaneous communications concerning the provisions of service under this Agreement; (b) This Agreement shall not be binding upon the Company until approved and accepted on its behalf by an authorized representative in the space provided below.

COMPANY	CUSTOMER
Ву	Ву
Its	Its
Dated	Dated

Office Use Only				
PSE REPRESENTATIVE	ACCOUNT #	ID#	DATE	

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	PUGET SOUND ENERGY	

TRANSPORTATION SERVICE AGREEMENT: Exhibit "A" Rate Schedule No. 31T

CUSTOMER				
Customer Name:				
Customer ID #:				
AGREEMENT TERMS				
Delivery Point (Service Add	ess):			
Receipt Point:		Gate Station		
Transportation Therms – Fir	m: Daily:			
Contracted Delivery Pressur	re: PSIG			
Daily Balancing Service Ele	ction:			
Gas Delivery:		inergy, Inc. to conforr	revailing Time or as deemen n to Williams Gas Pipeli	
PUGET SOUND ENER Company	GY	Cust	omer	
By:		By: _		
Its:		Its: _		
Dated:		Date	d:	
C	Office Use Only			
P	SE Representative	Account #	ID#	Date

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PUGET SOUND ENERGY

TRANSPORTATION SERVICE AGREEMENT: Exhibit "B"

Authorized Overrun/Underrun Entitlement Personnel List

SE Business Acco	ount Services: (425) 462-3111	Office Use Only	
	•	9) 462-3496	Customer ID:	
ustomer Name:	,	,	Firm Max Day:	PH PH
ailing Address:		vice Address:		
as Usage Informatio	 on:			
quipment using Firm Gas	Service:			
	Overrun/Underr	un Entitlemen	t Personnel	
as Service. Each of them un night and each is authorize ansportation Service Agreen	f people authorized to received a service may led to handle all operations of ment. Please prioritize your	be subject to Overrung the above named	in or Underrun Entitleme Forganization under the	nt at any time during the terms and conditions
is Service. Each of them un night and each is authorize ansportation Service Agreen und Energy at once.	nderstands that service may led to handle all operations of ment. Please prioritize your	oe subject to Overru of the above named personnel list below	in or Underrun Entitleme organization under the v, and report any chang	nt at any time during the terms and conditions es affecting this list to
s Service. Each of them un night and each is authorize ansportation Service Agreen und Energy at once. Person to notify	nderstands that service may led to handle all operations of	be subject to Overrung the above named	in or Underrun Entitleme organization under the v, and report any chang	nt at any time during the terms and conditions
as Service. Each of them un night and each is authorize ansportation Service Agreen und Energy at once. Person to notify	nderstands that service may led to handle all operations of ment. Please prioritize your	oe subject to Overru of the above named personnel list below	in or Underrun Entitleme organization under the v, and report any chang	nt at any time during the terms and conditions es affecting this list to
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as Service. Each of them un night and each is authorize ansportation Service Agreen and Energy at once. Person to notify .	nderstands that service may led to handle all operations of ment. Please prioritize your	oe subject to Overru of the above named personnel list below	in or Underrun Entitleme organization under the v, and report any chang	nt at any time during the terms and conditions es affecting this list to
Person to notify 1. 2. 3. 4. 5.	work Phone - Ext () () ()	Fax Number () () ()	Cell Phone () () ()	Home Phone () () ()
Person to notify 2. 3. 4. 5.	work Phone - Ext () ()	Fax Number () () ()	control or Underrun Entitlement organization under the volume of the vol	Home Phone () () ()
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Person to notify 1. 2. 3. 4. 5. Mail Addresses: «#1	work Phone - Ext () () () () () ()	Fax Number () () () () () CTIFICATION The above named personnel list below Fax Number () () () () CTIFICATION In Entitlement, only to	Cell Phone () () () () () w #4 hat natural gas I have no	Home Phone () () () () () () minated for the day

Issued: March 31, 2009 Effective: May 1, 2009

Attachment "A" to Schedule 41T, Page 1

PUGET SOUND ENERGY

TRANSPORTATION SERVICE AGREEMENT Rate Schedule No. 41T

THIS T	RANSPORTATION S	ERVICE AGREEMENT ("Agreement") dated	is made between PUGET
	,	"Company") and	(the "Customer"), on the
ollowing	g terms and condition	S:	
beg unt	il written notice of terr	The initial term for service under this Agreement ("Tra and continues through The mination is given by either party at least (i) 30 days prior ted termination date during any subsequent annual term.	e Agreement continues in effect thereafter
a. b.	thirty (30) days writ Conversion to Sale renewal, the Custor rate schedules if expiration of the in- during any subsect requested rate sch- conversion fee to deliverability resour accordance with R Rules 4, 7, and 29	tomer may renew this Agreement for a period of one yeten notice prior to the expiration of the initial term or (if appes Service. At the expiration of the initial Agreement towner may convert from Transportation Service to gas sate of the Customer gives the Company a minimum of the titial term of the Agreement or thirty (30) days written not in usent term of the Customer's intent to convert, and 2) edule. The written notice shall specify the requested rate compensate the Company for the costs it deems necessate to serve the Customer. The Customer agrees to serve the Customer and the costs additional charges will be applied as appropriate.	plicable) any subsequent renewal term. term or at any time during a subsequent ales service under the Company's tariffed nirty (30) days written notice prior to the ice prior to the requested termination date gas sales service is available under the te schedule. The Company may impose a sessary to acquire incremental supply and pay such conversion fee, if imposed. In gain within one year. In accordance with

- <u>conversion</u>. The terms for early conversion shall be as provided for in Rule 29.
- Failure to Renew. At the expiration of the Agreement term, if the Agreement has not been renewed, the term shall be extended for a period of one (1) year without changes to the agreement. An executed renewal Agreement will supersede any extended Agreement.
- NATURE OF TRANSPORTATION SERVICE: Transportation Service under this Agreement is firm as provided in Exhibit "A". The Customer acknowledges that the Company may require a contribution to capital improvement costs as a condition to providing firm Transportation Service.
- DAILY AND HOURLY QUANTITIES: Subject to the terms of this Agreement, the Company agrees to transport gas to the Customer ("Transported Gas") at the rates of flow specified in Exhibit "A".
- CUSTOMER-OWNED GAS: The Customer agrees to acquire Customer-owned gas subject to this Agreement and to cause it to be delivered to the location determined by the Company and specified in Exhibit "A" (the "Receipt Point").
- 5. **DELIVERY POINT/METERING**: The Company shall deliver the Transported Gas to the Customer at the delivery point specified in Exhibit "A" to this Agreement (the "Delivery Point"). Company-specified metering/telemetering equipment or data transmission equipment must be installed at the Delivery Point before Transportation Service may commence under this Agreement.
- 6. CONSTRAINT PERIODS: Transportation Service is subject to constraint periods that may be declared in the Company's sole determination as described in Rule 29. The Company reserves the right to declare these periods at such time and for such duration as the Company deems necessary in order to manage its gas distribution system.
- 7. RATES AND CHARGES: The Customer agrees to pay for Transportation Service according to the rates and charges in the applicable rate schedules in effect at the time of billing.
- GAS QUALITY: The Customer represents that Customer-owned gas acquired by it and delivered to the Receipt Point, shall meet the quality standards of gas delivered to the Company for the Company's own account and shall in all respects be interchangeable and compatible with the Company's gas supply. The Customer further represents that the Customer-owned gas shall be free and clear of all adverse claims, liens, encumbrances and rights of others, and agrees to indemnify, defend, and hold the Company harmless from all claims, losses, and expenses (including without limitation attorneys' fees) arising at any time from or out of any such liens, claims, and encumbrances.
- 9. BALANCING SERVICE: This service provides balancing equivalent to the difference between the Customer's daily confirmed nominations and the daily delivered volumes.
- 10. MONTHLY BALANCING: All daily delivered volumes during a billing period are subject to the monthly balancing provisions contained in Rule 29. If the total delivered volumes do not equal the total confirmed nominations, then the overrun or underrun provisions of Rule 29 shall apply to the difference (as applicable). A Customer with meters at multiple sites may

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PUGET SOUND ENERGY

aggregate such meters for the purpose of determining balancing service charges subject to the provisions of Rule 29, Section 12.

11. **NOTICES:** Except as otherwise provided below, all notices, nominations, confirmations, billing statements, payments, correspondence, and other communications relating to this Agreement shall be sent by registered, certified, or ordinary mail, by facsimile or by telecopy and will be considered effective upon receipt. They shall be addressed as follows:

To Company: To Customer: For Gas Transportation Issues: For Gas Transportation Issues: **PUGET SOUND ENERGY** Customer name P. O. Box 90868 **Address** Bellevue, WA 98009-0868 City, State, Zip Phone: 425-462-3040 Phone: Fax: 425-462-3158 Fax: **Attn: Gas Transportation** Attn:

For Agreement Renewals and Conversions: For Agreement Renewals and Conversions:

PUGET SOUND ENERGY
P. O. Box 90868
Bellevue, WA 98009-0868
Phone: 425-462-3111
Fax: 425-462-3496
Customer name
Address
City, State, Zip
Phone:
Fax:

Notices with respect to the initiation of constraint periods or the restoration of deliveries shall be sufficient if given by the Company in writing, telecopy, electronically, orally in person, or by telephone to one of the persons designated in the Authorized Overrun/Underrun Entitlement Personnel List,(Exhibit "B"), which the Customer agrees to complete and update upon change and at least annually and provide to the Company.

- 12. <u>DELAYS:</u> The Company shall not be liable for delays in providing Transportation Service when such delays are not reasonably within the Company's control. Examples of such delays (not intended to be limiting) include delays caused by an inability to secure necessary material, supplies, or distribution system capacity; breakages or accidents to the Company's distribution system; and communication problems with suppliers, pipeline, or transporters. Delays subject to this paragraph shall not be deemed a breach of any Company obligation under this Agreement.
- 13. APPLICABLE RULES AND TARIFFS: The provisions in the Company's Rate Schedule No. 41T, Rule Nos. 23 and 29 and all other applicable rules and rate schedules apply to this Agreement, and are hereby incorporated herein. The Customer agrees to comply with all such provisions and with all applicable rules and regulations filed with or adopted by the Washington Utilities and Transportation Commission from time to time. In the event of a conflict between this Agreement and an applicable rule, regulation, or tariff, the provisions of the rule, regulation, or tariff shall control.
- 14. **SUCCESSORS AND ASSIGNS**: This Agreement shall not be assignable by the Customer in whole or in part without the Company's prior written consent. The provisions of this Agreement extend to and bind the parties and their respective successors and permitted assigns.
- 15. <u>MISCELLANEOUS PROVISIONS</u>: (a) This Agreement together with the applicable rate schedules constitutes the entire agreement between the parties, and expressly supersedes all prior and contemporaneous communications concerning the provisions of service under this Agreement; (b) This Agreement shall not be binding upon the Company until approved and accepted on its behalf by an authorized representative in the space provided below.

COMPANY	CUSTOMER
Ву	Ву
lts	Its
Dated	Dated

Office Use Only				
PSE REPRESENTATIVE	ACCOUNT #	ID#	DATE	

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PUGET SOUND ENERGY	

TRANSPORTATION SERVICE AGREEMENT: Exhibit "A" Rate Schedule No. 41T

Customer Name: Customer ID #: AGREEMENT TERMS Delivery Point (Service Address): Receipt Point: Contracted Delivery Pressure: Daily: Contracted Delivery Pressure: PSIG Daily Balancing Service Election: Gas Delivery: 7:00 a.m. to 7:00 a.m., Pacific Prevailing Time or as deemed necessary Sound Energy, Inc. to conform to Williams Gas Pipeline West's or requirements SPECIAL CONDITIONS APPLICABLE TO CUSTOMER'S OPERATION (if any): None At this time there are no applicable special conditions, however this could change depending on the nat contract and service.	
Customer ID #: AGREEMENT TERMS Delivery Point (Service Address): Receipt Point: Transportation Therms – Firm: Daily: Contracted Delivery Pressure: PSIG Daily Balancing Service Election: Gas Delivery: 7:00 a.m. to 7:00 a.m., Pacific Prevailing Time or as deemed necessary Sound Energy, Inc. to conform to Williams Gas Pipeline West's or requirements SPECIAL CONDITIONS APPLICABLE TO CUSTOMER'S OPERATION (if any): None At this time there are no applicable special conditions, however this could change depending on the nat	
AGREEMENT TERMS Delivery Point (Service Address): Receipt Point: Gate Station Transportation Therms – Firm: Contracted Delivery Pressure: PSIG Daily Balancing Service Election: Gas Delivery: 7:00 a.m. to 7:00 a.m., Pacific Prevailing Time or as deemed necessary Sound Energy, Inc. to conform to Williams Gas Pipeline West's or requirements SPECIAL CONDITIONS APPLICABLE TO CUSTOMER'S OPERATION (if any): None At this time there are no applicable special conditions, however this could change depending on the national conditions.	
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At this time there are no applicable special conditions, however this could change depending on the nat	
PUGET SOUND ENERGY Company Customer	
By: By:	
lts: lts:	
Dated: Dated:	
Office Use Only PSE Representative Account # ID #	

Effective: May 1, 2009

Attachment "A" to Schedule 41T, Page 4 WN U-2

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TRANSPORTATION SERVICE AGREEMENT: Exhibit "B" **Authorized Overrun/Underrun Entitlement Personnel List**

PSE Business Acco	ount Services: (425	5) 462-3111 ⁽	Office Use Only			
	•	<i>'</i>	Customer ID:			
	1 ax. (120	<i>'</i>	Firm Max Day:	PH		
Customer Name:				PH		
lailing Address:	Ser	vice Address:				
as Usage Informatio	on:					
quipment using Firm Gas	Service:					
	Overrun/Underr	un Entitlement	Personnel			
as Service. Each of them un r night and each is authorize ransportation Service Agreen	ed to handle all operations of	be subject to Overrun of the above named o	or Underrun Entitleme rganization under the	nt at any time during the terms and conditions of		
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as Service. Each of them un night and each is authorize ansportation Service Agreen bund Energy at once. Person to notify	nderstands that service may led to handle all operations of	be subject to Overrun of the above named o	or Underrun Entitleme rganization under the	nt at any time during the terms and conditions of		
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RECEIVED MAR. 31, 2009 WA. UT. & TRANS. COMM. ORIGINAL

Issued: March 31, 2009 Effective: May 1, 2009

Attachment "A" to Schedule 85, Page 1

PUGET SOUND ENERGY

WN U-2 Attachment "A" to

expense.

RATE SCHEDULE NO. 85 INTERRUPTIBLE GAS SERVICE AGREEMENT WITH FIRM OPTION

TH	IIS INTERRUPTIBLE GAS SERVICE AGREEMENT WITH FIRM OPTION ("Agreement") dated is made between PUGET SOUND ENERGY, INC. (the "Company") and (the "Customer").
1.	PURCHASE AND SALE: The Customer shall buy gas from the Company, and the Company shall sell gas to the Customer, for the Customer's requirements at (service address).
2.	<u>COMMENCEMENT DATE</u> : Service under this Agreement commences on or within 60 days following the date that the Company has installed the necessary mains, meters and other essential equipment to serve the Customer, as the Company shall determine.
3.	AGREEMENT TERM: The initial term for service under this Agreement is 1 year , beginning on the commencement date. The Agreement continues in effect from year to year thereafter until written notice of termination is given by either party at least (i) 30 days prior to the expiration of the initial term or (ii) 30 days prior to the requested termination date during any subsequent annual term.
4.	<u>DAILY AND HOURLY QUANTITIES</u> : Subject to the terms of this Agreement, the Company shall sell and deliver <u>interruptible</u> gas to the Customer at a rate of flow up to but not exceeding therms per hour and up to but not exceeding therms per day (from 7:00 a.m. to 7:00 a.m. Pacific Prevailing time) and to sell and deliver <u>firm</u> use gas to the Customer at a rate of flow up to but not exceeding therms per hour and up to but not exceeding therms per day (from 7:00 a.m. to 7:00 a.m. Pacific Prevailing time). The Company shall normally deliver gas to the Customer at pounds minimum gauge pressure at the outlet of the meter set assembly.
5.	<u>CURTAILMENT</u> : The Customer shall curtail its use of interruptible gas for the periods and to the extent requested by the Company in its sole determination. The Customer may resume full gas usage immediately after curtailment termination. The Customer shall annually provide the Company with a list of at least 3 people who are designated to receive notices of curtailment along with their appropriate work and home phone numbers, and further agrees to update this list whenever it changes (the Authorized Interruptible Personnel List, Exhibit "A").
6.	RATES AND CHARGES: Bills for service under this Agreement are issued due and payable when rendered and become past due after 15 days from the date of the bill.

8. <u>NOTICES:</u> Except as otherwise provided below, all notices, correspondence and other communications relating to this Agreement shall be sent by registered, certified or ordinary mail, and will be considered effective upon receipt. They shall be addressed as follows:

7. <u>ADDITIONAL REQUIREMENTS</u>: As conditions to providing service under this Agreement, the Company may in its discretion require the Customer to provide electrical power (110v) and/or a telephone service connection at the meter location, which power and connection shall be the Customer's responsibility and

MAR. 31, 2009 WA. UT. TRANS. COM **ORIGINA**

Issued: March 31, 2009 Effective: May 1, 2009

WN U-2 Attachment "A" to Schedule 85, Page 2

PUGET SOUND ENERGY

To Company: To Customer:

Puget Sound Energy P.O. Box 90868 BOT01G Bellevue, WA. 98004

Attn: Business Account Services Attn:

Notices with respect to the initiation of curtailments or the restoration of deliveries are sufficient if given by the Company in writing, telecopy, electronically, orally in person or by telephone to one of the persons named in the Authorized Interruptible Personnel List referenced in Paragraph 5 above.

- 9. <u>DELAYS</u>: The Company shall not be liable for delays in providing service under this Agreement when such delays are not reasonably within the Company's control. Examples of such delays (not intended to be limiting) include delays caused by an inability to secure necessary material, supplies or distribution system capacity; breakages or accidents to the Company's distribution system; and communication problems with suppliers, pipelines or transporters. Delays subject to this paragraph shall not be deemed a breach of any Company obligation under this Agreement.
- 10. APPLICABLE RULES AND TARIFFS: The provisions in the Company's Rate Schedule No. 85 and all other applicable rules and rate schedules apply to this Agreement, and are hereby incorporated herein. The Customer agrees to comply with all such provisions and with all applicable schedules, rules and regulations filed with or adopted by the Washington State Utilities and Transportation Commission from time to time. In the event of a conflict between the Agreement and an applicable rule, regulation, schedule or tariff, the provisions of the rule, regulation, schedule or tariff shall control.
- 11. SUCCESSORS AND ASSIGNS: This Agreement shall not be assignable by the Customer in whole or in part without the Company's prior written consent. The provisions of this Agreement extend to and bind the parties and their respective successors and permitted assigns.
- 12. MISCELLANEOUS PROVISIONS: (a) This Agreement together with the then-current applicable rate schedules constitutes the entire agreement between the parties and expressly supersedes all prior and contemporaneous communications concerning the provisions of service under this Agreement; (b) This Agreement shall not be binding upon the Company until approved and accepted on its behalf by an authorized representative in the space provided below.

13. SPECIAL CONDITIONS APPLICABLE TO CUSTOMER'S OPERATION: <u>None</u>					
PUGET SOUND ENERGY, INC.	CUSTOMER				
Ву:	By:				
Its	Its				
Dated:	Dated:				
Office Use Onl	у				

ACCOUNT #

DATE

PSE REPRESENTATIVE

Effective: May 1, 2009 Attachment "A" to Schedule 85, Page 3

WN U-2

PUGET SOUND ENERGY

PSE Business Acco	ount Services: (425) 462-3111	Office Use Only		
1 02 Buom 000 7 1000	•) 462-3496	Customer ID:		
	1 ax. (+20	7 402 0400	Interruptible Max Day:		
Customer Name:			PH Firm Max Day:PHPH		
Mailing Address:	Ser	vice Address:			
Gas Usage Informatio	 on:				
Equipment using Interruptib	le Gas Service:				
Equipment using Firm Gas	Service:				
	Curtail	ment Personn	el		
understands that service may operations of the above name	Curtail f people authorized to receiv be interrupted at any time of organization under the ter	ment Personn re the notice of Curt during the day or nig rms and conditions of	el ailment of interruptible of the and each is authorized the Interruptible Gas S	ed to handle all Curtai Service Agreement. P	
understands that service may operations of the above name orioritize your personnel list be Person to notify	Curtail f people authorized to receive be interrupted at any time of organization under the ter low, and report any changes Work Phone - Ext	ment Personn re the notice of Curt during the day or nig ms and conditions of affecting this list to F	el ailment of interruptible of the and each is authorized the Interruptible Gas Souget Sound Energy at or	ed to handle all Curtai Service Agreement. P nce. Home Phone	
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Person to notify «ContactPerson3» «ContactPerson4» «ContactPerson5» «ContactPerson5» «ContactPerson4» «ContactPerson5» «ContactPerson5»	Curtail f people authorized to receive be interrupted at any time of organization under the ter low, and report any changes Work Phone - Ext «WorkNumber1» «WorkNumber2» «WorkNumber3» «WorkNumber5» dress1» «EMailAddress s of Curtailment there will be	re the notice of Curt during the day or nig ms and conditions of affecting this list to F Fax «FaxNumber1» «FaxNumber2» «FaxNumber3» «FaxNumber3» «FaxNumber5» «FaxNumber5»	ailment of interruptible of the and each is authorized the Interruptible Gas Souget Sound Energy at or "Cell Phone" "Cell Phone" "CellNumber1" "CellNumber2" "CellNumber3" "CellNumber3" "CellNumber5"	Home Phone «HomeNumber1» «HomeNumber3» «HomeNumber3» «HomeNumber5» «HomeNumber5»	
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Issued: March 31, 2009 Effective: May 1, 2009 WN U-2

Attachment "A" to Schedule 85T, Page 1

PUGET SOUND ENERGY

TRANSPORTATION SERVICE AGREEMENT Rate Schedule No. 85T

so	UND E		SERVICE AGREEMENT ("Agreement") dated "Company") ands:	is made between PUGET (the "Customer"), on the
1.	begins therea	after until written no	The initial term for service under this Agreement (" and continues through otice of termination is given by either party at least (i) 30 are requested termination date during any subsequent an	The Agreement continues in effect days prior to the expiration of the initial term
			tomer may renew this Agreement for a period of one ten notice prior to the expiration of the initial term or (if	

- Conversion to Sales Service. At the expiration of the initial Agreement term or at any time during a subsequent renewal, the Customer may convert from Transportation Service to gas sales service under the Company's tariffed rate schedules if 1) the Customer gives the Company a minimum of thirty (30) days written notice prior to the expiration of the initial term of the Agreement or thirty (30) days written notice prior to the requested termination date during any subsequent term of the Customer's intent to convert, and 2) gas sales service is available under the requested rate schedule. The written notice shall specify the requested rate schedule. The Company may impose a conversion fee to compensate the Company for the costs it deems necessary to acquire incremental supply and
 - deliverability resources to serve the Customer. The Customer agrees to pay such conversion fee, if imposed. In accordance with Rule 4, the Customer may not change rate schedules again within one year. In accordance with Rules 4, 7, and 29 additional charges will be applied as appropriate.
- Early Conversion. The terms for early conversion shall be as provided for in Rule 29.
- Failure to Renew. At the expiration of the Agreement term, if the Agreement has not been renewed, the term shall be extended for a period of one (1) year without changes to the agreement. An executed renewal Agreement will supersede any extended Agreement.
- 2. NATURE OF TRANSPORTATION SERVICE: Transportation Service under this Agreement is interruptible and not firm, except as provided in Exhibit "A". The Customer acknowledges that the Company may require a contribution to capital improvement costs as a condition to providing firm Transportation Service.
- DAILY AND HOURLY QUANTITIES: Subject to the terms of this Agreement, the Company agrees to transport gas to the Customer ("Transported Gas") at the rates of flow specified in Exhibit "A".
- **CUSTOMER-OWNED GAS:** The Customer agrees to acquire Customer-owned gas subject to this Agreement and to cause it to be delivered to the location determined by the Company and specified in Exhibit "A" (the "Receipt Point").
- **<u>DELIVERY POINT/METERING:</u>** The Company shall deliver the Transported Gas to the Customer at the delivery point specified in Exhibit "A" to this Agreement (the "Delivery Point"). Company-specified metering/telemetering equipment or data transmission equipment must be installed at the Delivery Point before Transportation Service may commence under this Agreement
- **CONSTRAINT PERIODS:** Transportation Service is subject to constraint periods that may be declared in the Company's sole determination as described in Rule 29. The Company reserves the right to declare these periods at such time and for such duration as the Company deems necessary in order to manage its gas distribution system.
- 7. RATES AND CHARGES: The Customer agrees to pay for Transportation Service according to the rates and charges in the applicable rate schedules in effect at the time of billing.
- 8. GAS QUALITY: The Customer represents that Customer-owned gas acquired by it and delivered to the Receipt Point, shall meet the quality standards of gas delivered to the Company for the Company's own account and shall in all respects be interchangeable and compatible with the Company's gas supply. The Customer further represents that the Customer-owned gas shall be free and clear of all adverse claims, liens, encumbrances and rights of others, and agrees to indemnify, defend, and hold the Company harmless from all claims, losses, and expenses (including without limitation attorneys' fees) arising at any time from or out of any such liens, claims, and encumbrances.
- <u>BALANCING SERVICE:</u> This service provides balancing equivalent to the difference between the Customer's daily confirmed nominations and the daily delivered volumes.
- 10. MONTHLY BALANCING: All daily delivered volumes during a billing period are subject to the monthly balancing provisions contained in Rule 29. If the total delivered volumes do not equal the total confirmed nominations, then the overrun or underrun provisions of Rule 29 shall apply to the difference (as applicable). A Customer with meters at multiple sites may

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Attachment "A" to Schedule 85T, Page 2

RECEIVED MAR. 31, 2009 WA. UT. & TRANS. COMM. ORIGINAL

PUGET SOUND ENERGY

aggregate such meters for the purpose of determining any balancing service charges subject to the provisions of Rule 29, Section 12.

11. NOTICES: Except as otherwise provided below, all notices, nominations, confirmations, billing statements, payments, correspondence, and other communications relating to this Agreement shall be sent by registered, certified, or ordinary mail, by facsimile or by telecopy and will be considered effective upon receipt. They shall be addressed as follows:

<u>To Company:</u> <u>To Customer:</u>

For Gas Transportation Issues: For Gas Transportation Issues:

 PUGET SOUND ENERGY
 Customer name

 P. O. Box 90868
 Address

 Bellevue, WA 98009-0868
 City, State, Zip

 Phone: 425-462-3040
 Phone:

 Fax: 425-462-3158
 Fax:

 Attn: Gas Transportation
 Attn:

For Agreement Renewals and Conversions: For Agreement Renewals and Conversions:

PUGET SOUND ENERGY
P. O. Box 90868

Bellevue, WA 98009-0868
Phone: 425-462-3111
Phone:
Fax: 425-462-3496
Attn:

Attn:

Notices with respect to the initiation of constraint periods or the restoration of deliveries shall be sufficient if given by the Company in writing, telecopy, electronically, orally in person, or by telephone to one of the persons designated in the Authorized Interruptible Personnel List (Exhibit "B"), which the Customer agrees to complete and update upon change and at least annually and provide to the Company.

- 12. <u>DELAYS:</u> The Company shall not be liable for delays in providing Transportation Service when such delays are not reasonably within the Company's control. Examples of such delays (not intended to be limiting) include delays caused by an inability to secure necessary material, supplies, or distribution system capacity; breakages or accidents to the Company's distribution system; and communication problems with suppliers, pipeline, or transporters. Delays subject to this paragraph shall not be deemed a breach of any Company obligation under this Agreement.
- 13. <u>APPLICABLE RULES AND TARIFFS:</u> The provisions in the Company's Rate Schedule No. 85T, Rule Nos. 23 and 29 and all other applicable rules and rate schedules apply to this Agreement, and are hereby incorporated herein. The Customer agrees to comply with all such provisions and with all applicable rules and regulations filed with or adopted by the Washington Utilities and Transportation Commission from time to time. In the event of a conflict between this Agreement and an applicable rule, regulation, or tariff, the provisions of the rule, regulation, or tariff shall control.
- 14. <u>SUCCESSORS AND ASSIGNS:</u> This Agreement shall not be assignable by the Customer in whole or in part without the Company's prior written consent. The provisions of this Agreement extend to and bind the parties and their respective successors and permitted assigns.
- 15. MISCELLANEOUS PROVISIONS: (a) This Agreement together with the applicable rate schedules constitutes the entire agreement between the parties, and expressly supersedes all prior and contemporaneous communications concerning the provisions of service under this Agreement; (b) This Agreement shall not be binding upon the Company until approved and accepted on its behalf by an authorized representative in the space provided below.

COMPANY	CUSTOMER
Ву	Ву
lts	lts
Dated	Dated

Office Use Only			
PSE REPRESENTATIVE	ACCOUNT #	ID#	DATE

Issued: March 31, 2009

Effective: May 1, 2009 Attachment "A" to Schedule 85T, Page 3

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TRANSPORTATION SERVICE	AGREEMENT: Exhibit "A"
Rate Schedule No. 85T	

CUSTOMER			
Customer Name:			
Customer ID #:			
AGREEMENT TERMS			
Delivery Point (Service Address):			
Receipt Point:	Gate S	tation	
Contracted Therms – Interruptible:	Daily:	Hourly:	
Contracted Therms – Firm:	Daily:	Hourly:	
Contracted Delivery Pressure:	PSIG		
Daily Balancing Service Election:			
Gas Delivery:	-	Pacific Prevailing Time or as conform to Williams Gas	, , ,

PSE Representative

SPECIAL CONDITIONS APPLICABLE TO CUSTOMER'S OPERATION (if any): None
At this time there are no applicable special conditions, however this could change depending on the nature of the contract and service.

PUGET SOUND ENERGY, INC.		
Company	Customer	
Ву:	By:	
Its:	Its:	
Dated:	Dated:	

Account #

ID#

Date

Issued: March 31, 2009 Effective: May 1, 2009

Effective: May 1, 2009 Attachment "A" to Schedule 85T, Page 4

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PUGET SOUND ENERGY

TRANSPORTATION SERVICE AGREEMENT: Exhibit "B"

Authorized Interruptible Personnel List

PSE Business Accou	nt Services: (425) 462-3111	Office Use Only	
Fax: (425) 462-3496		Customer ID:		
	(,	Interruptible Max Day:	PD
				PH
Customer Name:			Firm Max Day:	PH PH
oustonier Name				
Mailing Address:	Ser	vice Address:	: 	
Gas Usage Information	 :			
Equipment using Interruptible	Gas Service:			
Equipment using Firm Gas Se	ervice:			
	Curtailment /			
Curtailment operations of the aborelease prioritize your personnel li	st below, and report any cl	hanges affecting thi	s list to Puget Sound Ener	rgy at once.
Person to notify «ContactPerson1»	Work Phone - Ext «WorkNumber1»	Fax «FaxNumber1»	Cell Phone «CellNumber1»	Home Phone «HomeNumber1»
«ContactPerson2»	«WorkNumber2»	«FaxNumber2»		«HomeNumber2»
«ContactPerson3»	«WorkNumber3»	«FaxNumber3»		«HomeNumber3»
«ContactPerson4»	«WorkNumber4»	«FaxNumber4»		«HomeNumber4»
«ContactPerson5»	«WorkNumber5»	«FaxNumber5»	«CellNumber5»	«HomeNumber5»
E-Mail Addresses: «EMailAddr understand that during periods of contracted for on a firm use basi	CER of Curtailment there will be	RTIFICATION		
understand that as a transporter may be used.	, during periods of Overru	n Entitlement, only	that natural gas I have nor	ninated for the day
Signed:	Title·		Date:	
-				

Issued: March 31, 2009 Effective: May 1, 2009

Attachment "A" to Schedule 86, Page 1

PUGET SOUND E	ENERGY
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RATE SCHEDULE NO. 86 INTERRUPTIBLE GAS SERVICE AGREEMENT WITH FIRM OPTION

Tŀ	IIS INTERRUPTIBLE GAS SERVICE AGREEMENT WITH FIRM OPTION ("Agreement") dated is made between PUGET SOUND ENERGY, INC. (the "Company") and (the "Customer").
1.	<u>PURCHASE AND SALE</u> : The Customer shall buy gas from the Company, and the Company shall sell gas to the Customer, for the Customer's requirements at (service address).
2.	<u>COMMENCEMENT DATE</u> : Service under this Agreement commences on or within 60 days following the date that the Company has installed the necessary mains, meters and other essential equipment to serve the Customer, as the Company shall determine.
3.	AGREEMENT TERM: The initial term for service under this Agreement is 1 year, beginning on the commencement date. The Agreement continues in effect from year to year thereafter until written notice of termination is given by either party at least (i) 30 days prior to the expiration of the initial term or (ii) 30 days prior to the requested termination date during any subsequent annual term.
4.	DAILY AND HOURLY QUANTITIES: Subject to the terms of this Agreement, the Company shall sell and

- deliver interruptible gas to the Customer at a rate of flow up to but not exceeding ___ therms per hour and up to but not exceeding ____ therms per day (from 7:00 a.m. to 7:00 a.m. Pacific Prevailing time) and to sell and deliver firm use gas to the Customer at a rate of flow up to but not exceeding ____ therms per hour and up to but not exceeding ____ therms per day (from **7:00 a.m.** to **7:00 a.m.** Pacific Prevailing time). The Company shall normally deliver gas to the Customer at ____ pounds minimum gauge pressure at the outlet of the meter set assembly.
- 5. CURTAILMENT: The Customer shall curtail its use of interruptible gas for the periods and to the extent requested by the Company in its sole determination. The Customer may resume full gas usage immediately after curtailment termination. The Customer shall annually provide the Company with a list of at least 3 people who are designated to receive notices of curtailment along with their appropriate work and home phone numbers, and further agrees to update this list whenever it changes (the Authorized Interruptible Personnel List, Exhibit "A").
- 6. RATES AND CHARGES: Bills for service under this Agreement are issued due and payable when rendered and become past due after 15 days from the date of the bill.
- 7. ADDITIONAL REQUIREMENTS: As conditions to providing service under this Agreement, the Company may in its discretion require the Customer to provide electrical power (110v) and/or a telephone service connection at the meter location, which power and connection shall be the Customer's responsibility and expense.
- 8. NOTICES: Except as otherwise provided below, all notices, correspondence and other communications relating to this Agreement shall be sent by registered, certified or ordinary mail, and will be considered effective upon receipt. They shall be addressed as follows:

WN U-2

MAR. 31, 2009 WA. UT. TRANS. COM **ORIGINA**

Issued: March 31, 2009 Effective: May 1, 2009

WN U-2 Attachment "A" to Schedule 86, Page 2

PUGET SOUND ENERGY

To Company: To Customer: Puget Sound Energy

P.O. Box 90868 BOT01G Bellevue, WA. 98004

Attn: Business Account Services Attn:

Notices with respect to the initiation of curtailments or the restoration of deliveries are sufficient if given by the Company in writing, telecopy, electronically, orally in person or by telephone to one of the persons named in the Authorized Interruptible Personnel List referenced in Paragraph 5 above.

- 9. DELAYS: The Company shall not be liable for delays in providing service under this Agreement when such delays are not reasonably within the Company's control. Examples of such delays (not intended to be limiting) include delays caused by an inability to secure necessary material, supplies or distribution system capacity; breakages or accidents to the Company's distribution system; and communication problems with suppliers, pipelines or transporters. Delays subject to this paragraph shall not be deemed a breach of any Company obligation under this Agreement.
- 10. APPLICABLE RULES AND TARIFFS: The provisions in the Company's Rate Schedule No. 86 and all other applicable rules and rate schedules apply to this Agreement, and are hereby incorporated herein. The Customer agrees to comply with all such provisions and with all applicable schedules, rules and regulations filed with or adopted by the Washington State Utilities and Transportation Commission from time to time. In the event of a conflict between the Agreement and an applicable rule, regulation, schedule or tariff, the provisions of the rule, regulation, schedule or tariff shall control.
- 11. SUCCESSORS AND ASSIGNS: This Agreement shall not be assignable by the Customer in whole or in part without the Company's prior written consent. The provisions of this Agreement extend to and bind the parties and their respective successors and permitted assigns.
- 12. MISCELLANEOUS PROVISIONS: (a) This Agreement together with the then-current applicable rate schedules constitutes the entire agreement between the parties and expressly supersedes all prior and contemporaneous communications concerning the provisions of service under this Agreement; (b) This Agreement shall not be binding upon the Company until approved and accepted on its behalf by an authorized representative in the space provided below.

13. SPECIAL CONDITIONS APPLICABLE TO CUSTOMER'S OPERATION: <u>None</u>		
PUGET SOUND ENERGY, INC.	CUSTOMER	
Ву:	By:	
Its	Its	
Dated:	Dated:	

Office Use Only				
PSE REPRESENTATIVE	ACCOUNT #	ID#	DATE	

Effective: May 1, 2009 Attachment "A" to Schedule 86, Page 3 WN U-2

PUGET SOUND ENERGY

INTERRUPTIBLE GAS SERVICE AGREEMENT: Exhibit '	''A "

Authorized interre	aptible Person	illei List		
PSE Business Accour	nt Services: (425) 462-3111	Office Use Only	
	•) 462-3496	Customer ID:	
	1 an. (120	, 102 0 100	Interruptible Max Day:	PD PH
Customer Name:			Firm Max Day:	_PH _PH
Mailing Address:	Ser	vice Address:	:	
Gas Usage Information:	 :			
Equipment using Interruptible	Gas Service:			
Equipment using Firm Gas Se	rvice:			
	Curtail	ment Personi	nel	
Below are listed the names of perunderstands that service may be operations of the above named of prioritize your personnel list below	interrupted at any time d organization under the ter	luring the day or ni ms and conditions	ight and each is authorize of the Interruptible Gas S	ed to handle all Curtailment Service Agreement. Please
Person to notify	Work Phone - Ext	Fax	Cell Phone	Home Phone
«ContactPerson1»	«WorkNumber1»	«FaxNumber1»	«CellNumber1»	«HomeNumber1»
«ContactPerson2»	«WorkNumber2»	«FaxNumber2»	«CellNumber2»	«HomeNumber2»
«ContactPerson3»	«WorkNumber3»	«FaxNumber3»	«CellNumber3»	«HomeNumber3»
«ContactPerson4»	«WorkNumber4»	«FaxNumber4»	«CellNumber4»	«HomeNumber4»
«ContactPerson5»	«WorkNumber5»	«FaxNumber5»	«CellNumber5»	«HomeNumber5»
E-Mail Addresses: «EMailAddresses: «EMailAddresses of the second of the	CER f Curtailment there will be	TIFICATION	ess3» «EMailAddress4 ailable for use except tha	
Signed:	Title:		Date:	

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Issued: March 31, 2009 Effective: May 1, 2009

Attachment "A" to Schedule 86T, Page 1

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PUGET SOUND ENERGY

TRANSPORTATION SERVICE AGREEMENT Rate Schedule No. 86T

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement") of SOUND ENERGY, INC. (the "Company") and following terms and conditions:	
1. AGREEMENT TERM: The initial term for service under this begins on and continues through notice of termination is given by either party at least (i) 30 days pre the requested termination date during any subsequent annual term	ior to the expiration of the initial term or (ii) 30 days prior to
 Renewal. The Customer may renew this Agreement for a thirty (30) days written notice prior to the expiration of the in 	
 b. Conversion to Sales Service. At the expiration of the initrenewal, the Customer may convert from Transportation of rate schedules if 1) the Customer gives the Company a expiration of the initial term of the Agreement or thirty (30) during any subsequent term of the Customer's intent to requested rate schedule. The written notice shall specify the conversion fee to compensate the Company for the cost deliverability resources to serve the Customer. The Customer accordance with Rule 4, the Customer may not change in Rules 4, 7, and 29 additional charges will be applied as applied. c. Early Conversion. The terms for early conversion shall be at a failure to Renew. At the expiration of the Agreement terms extended for a period of one (1) year without changes supersede any extended Agreement. 	Service to gas sales service under the Company's tariffed a minimum of thirty (30) days written notice prior to the days written notice prior to the requested termination date convert, and 2) gas sales service is available under the he requested rate schedule. The Company may impose a sit deems necessary to acquire incremental supply and omer agrees to pay such conversion fee, if imposed. In ate schedules again within one year. In accordance with ropriate. In accordance with ropriate sprovided for in Rule 29.

- 2. **NATURE OF TRANSPORTATION SERVICE:** Transportation Service under this Agreement is interruptible and not firm, except as provided in Exhibit "A". The Customer acknowledges that the Company may require a contribution to capital improvement costs as a condition to providing firm Transportation Service.
- 3. <u>DAILY AND HOURLY QUANTITIES:</u> Subject to the terms of this Agreement, the Company agrees to transport gas to the Customer ("Transported Gas") at the rates of flow specified in Exhibit "A".
- 4. <u>CUSTOMER-OWNED GAS:</u> The Customer agrees to acquire Customer-owned gas subject to this Agreement and to cause it to be delivered to the location determined by the Company and specified in Exhibit "A" (the "Receipt Point").
- 5. <u>DELIVERY POINT/METERING:</u> The Company shall deliver the Transported Gas to the Customer at the delivery point specified in Exhibit "A" to this Agreement (the "Delivery Point"). Company-specified metering/telemetering equipment or data transmission equipment must be installed at the Delivery Point before Transportation Service may commence under this Agreement.
- 6. **CONSTRAINT PERIODS:** Transportation Service is subject to constraint periods that may be declared in the Company's sole determination as described in Rule 29. The Company reserves the right to declare these periods at such time and for such duration as the Company deems necessary in order to manage its gas distribution system.
- 7. **RATES AND CHARGES:** The Customer agrees to pay for Transportation Service according to the rates and charges in the applicable rate schedules in effect at the time of billing.
- 8. **GAS QUALITY:** The Customer represents that Customer-owned gas acquired by it and delivered to the Receipt Point, shall meet the quality standards of gas delivered to the Company for the Company's own account and shall in all respects be interchangeable and compatible with the Company's gas supply. The Customer further represents that the Customer-owned gas shall be free and clear of all adverse claims, liens, encumbrances and rights of others, and agrees to indemnify, defend, and hold the Company harmless from all claims, losses, and expenses (including without limitation attorneys' fees) arising at any time from or out of any such liens, claims, and encumbrances.
- 9. **BALANCING SERVICE:** This service provides balancing equivalent to the difference between the Customer's daily confirmed nominations and the daily delivered volumes.
- 10. MONTHLY BALANCING: All daily delivered volumes during a billing period are subject to the monthly balancing provisions contained in Rule 29. If the total delivered volumes do not equal the total confirmed nominations, then the overrun or underrun provisions of Rule 29 shall apply to the difference (as applicable). A Customer with meters at multiple sites may

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PUGET SOUND ENERGY

aggregate such meters for the purpose of determining any balancing service charges subject to the provisions of Rule 29, Section 12.

11. NOTICES: Except as otherwise provided below, all notices, nominations, confirmations, billing statements, payments, correspondence, and other communications relating to this Agreement shall be sent by registered, certified, or ordinary mail, by facsimile or by telecopy and will be considered effective upon receipt. They shall be addressed as follows:

> To Company: To Customer: For Gas Transportation Issues: For Gas Transportation Issues: **PUGET SOUND ENERGY** Customer name P. O. Box 90868 **Address** Bellevue, WA 98009-0868 City, State, Zip Phone: 425-462-3040 Phone: Fax: 425-462-3158 Fax: **Attn: Gas Transportation** Attn: For Agreement Renewals and Conversions: For Agreement Renewals and Conversions: **PUGET SOUND ENERGY** Customer name

P. O. Box 90868 **Address** Bellevue, WA 98009-0868 City, State, Zip Phone: 425-462-3111 Phone: Fax: 425-462-3496 Fax: Attn: Attn:

Notices with respect to the initiation of constraint periods or the restoration of deliveries shall be sufficient if given by the Company in writing, telecopy, electronically, orally in person, or by telephone to one of the persons designated in the Authorized Interruptible Personnel List (Exhibit "B"), which the Customer agrees to complete and update upon change and at least annually and provide to the Company.

- 12. **DELAYS**: The Company shall not be liable for delays in providing Transportation Service when such delays are not reasonably within the Company's control. Examples of such delays (not intended to be limiting) include delays caused by an inability to secure necessary material, supplies, or distribution system capacity; breakages or accidents to the Company's distribution system; and communication problems with suppliers, pipeline, or transporters. Delays subject to this paragraph shall not be deemed a breach of any Company obligation under this Agreement.
- 13. APPLICABLE RULES AND TARIFFS: The provisions in the Company's Rate Schedule No. 86T, Rule Nos. 23 and 29 and all other applicable rules and rate schedules apply to this Agreement, and are hereby incorporated herein. The Customer agrees to comply with all such provisions and with all applicable rules and regulations filed with or adopted by the Washington Utilities and Transportation Commission from time to time. In the event of a conflict between this Agreement and an applicable rule, regulation, or tariff, the provisions of the rule, regulation, or tariff shall control.
- 14. **SUCCESSORS AND ASSIGNS**: This Agreement shall not be assignable by the Customer in whole or in part without the Company's prior written consent. The provisions of this Agreement extend to and bind the parties and their respective successors and permitted assigns.
- 15. MISCELLANEOUS PROVISIONS: (a) This Agreement together with the applicable rate schedules constitutes the entire agreement between the parties, and expressly supersedes all prior and contemporaneous communications concerning the provisions of service under this Agreement; (b) This Agreement shall not be binding upon the Company until approved and accepted on its behalf by an authorized representative in the space provided below.

COMPANY	CUSTOMER
Ву	Ву
Its	Its
Dated	Dated

Office Use Only			
PSE REPRESENTATIVE	ACCOUNT #	ID#	DATE

RECEIVED MAR. 31, 2009 WA. UT. & TRANS. COMM. 7 ORIGINAL

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	PUGET SOUND ENERGY	
[

TRANSPORTATION SERVICE AGREEMENT: Exhibit "A" Rate Schedule No. 86T

CUSTOMER	
Customer Name:	
Customer ID #:	
AGREEMENT TERMS	
Delivery Point (Service Address):	
Receipt Point:	Gate Station
Contracted Therms – Interruptible:	Daily: Hourly:
Contracted Therms – Firm:	Daily: Hourly:
Contracted Delivery Pressure:	PSIG
Daily Balancing Service Election:	
Gas Delivery:	7:00 a.m. to 7:00 a.m., Pacific Prevailing Time or as deemed necessary by Puget Sound Energy, Inc. to conform to Williams Gas Pipeline West's operational requirements
contract and service.	special conditions, however this could change depending on the nature of the
PUGET SOUND ENERGY, INC Company	Customer Customer
By:	By:
Its:	Its:
Dated:	Dated:

Office Use Only			
PSE Representative	Account #	ID#	Date

Effective: May 1, 2009 Attachment "A" to Schedule 86T, Page 4

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PUGET SOUND ENERGY

SE Business Account Services: (425) 462-3111		Office Use Only			
	Fax: (425) 462-3496		Customer ID:		
			Interruptible Max Day:PD		
Customer Name:			PH Firm Max Day:PHPH		
lailing Address:	Ser	vice Address:			
as Usage Informatio	on:				
quipment using Interruptik	ole Gas Service:				
	Service:				
		Entitlement Pe			
f them understands that ser urtailment operations of the	people authorized to receive vice may be interrupted at a above named organization up	the notice of Curtail any time during the nder the terms and o	day or night and each conditions of the Transport	is authorized to hand ortation Service Agree	
them understands that ser urtailment operations of the lease prioritize your personne	people authorized to receive vice may be interrupted at a above named organization usel list below, and report any cl	e the notice of Curtail any time during the nder the terms and o hanges affecting this	day or night and each conditions of the Transpolist to Puget Sound Ener	is authorized to hand ortation Service Agree orgy at once.	
them understands that ser urtailment operations of the lease prioritize your personne Person to notify	people authorized to receive vice may be interrupted at above named organization usel list below, and report any cl	the notice of Curtail any time during the nder the terms and of hanges affecting this	day or night and each conditions of the Transpolist to Puget Sound Ener	is authorized to hand ortation Service Agree rgy at once. Home Phone	
them understands that ser urtailment operations of the ease prioritize your personne Person to notify ContactPerson1»	people authorized to receive vice may be interrupted at a above named organization usel list below, and report any cl	e the notice of Curtail any time during the nder the terms and o hanges affecting this	day or night and each conditions of the Transpolist to Puget Sound Ener	is authorized to hand ortation Service Agree rgy at once. Home Phone «HomeNumber1»	
them understands that ser urtailment operations of the ease prioritize your personned. Person to notify ContactPerson1» ContactPerson2»	people authorized to receive vice may be interrupted at above named organization used list below, and report any clean temperature with the work Phone - Ext «WorkNumber1»	the notice of Curtail any time during the nder the terms and changes affecting this Fax «FaxNumber1»	day or night and each conditions of the Transport list to Puget Sound Energy Cell Phone «CellNumber1»	is authorized to hand ortation Service Agree rgy at once. Home Phone «HomeNumber1» «HomeNumber2»	
them understands that ser urtailment operations of the ease prioritize your personned. Person to notify ContactPerson1 » ContactPerson2 » ContactPerson3 »	people authorized to receive vice may be interrupted at above named organization used list below, and report any clean with the work Phone - Ext "WorkNumber1" with the workNumber2 with the work Number2 with the workNumber2 with the work Number2 with th	the notice of Curtail any time during the noter the terms and changes affecting this Fax «FaxNumber1»	day or night and each conditions of the Transport list to Puget Sound Energy Cell Phone «Cell Number1» «CellNumber2»	Home Phone «HomeNumber2» «HomeNumber3»	
f them understands that ser urtailment operations of the lease prioritize your personne	people authorized to receive vice may be interrupted at a above named organization used list below, and report any classical with a second control of the co	the notice of Curtail any time during the nder the terms and changes affecting this Fax «FaxNumber1» «FaxNumber2» «FaxNumber3» «FaxNumber4» «FaxNumber5»	clay or night and each conditions of the Transport list to Puget Sound Energy (Cell Phone "CellNumber1") "CellNumber2" "CellNumber3"	Home Phone «HomeNumber3» «HomeNumber3» «HomeNumber3» «HomeNumber5»	
refithem understands that ser urtailment operations of the lease prioritize your personner. Person to notify ContactPerson1» ContactPerson3» ContactPerson4» ContactPerson5» -Mail Addresses: «EMailAddresses: «EMailAddresses: addressed ontracted for on a firm use between the person and the series of the serie	people authorized to receive vice may be interrupted at a above named organization used list below, and report any classical with a second control of the co	Fax «FaxNumber1» «FaxNumber1» «FaxNumber3» «FaxNumber3» «FaxNumber5» «FaxNumber4» «FaxNumber4» «FaxNumber4»	Cell Phone «CellNumber1» «CellNumber3» «CellNumber4» «CellNumber5» «CellNumber5»	Home Phone "Home Phone "HomeNumber1" "HomeNumber3" "HomeNumber3" "HomeNumber5" "HomeNumber5" "HomeNumber5"	
result them understands that ser urtailment operations of the lease prioritize your personner. Person to notify ContactPerson1 >> ContactPerson2 >> ContactPerson4 >> ContactPerson5 >> -Mail Addresses: «EMailActunderstand that during period ontracted for on a firm use bunderstand that as a transportant of the contact o	people authorized to receive vice may be interrupted at a above named organization used list below, and report any classis. Work Phone - Ext «WorkNumber1» «WorkNumber2» «WorkNumber3» «WorkNumber5» ddress1» «EMailAddress ceres of Curtailment there will be asis.	Fax «FaxNumber1» «FaxNumber1» «FaxNumber3» «FaxNumber3» «FaxNumber5» «FaxNumber4» «FaxNumber4» «FaxNumber4»	Cell Phone «CellNumber1» «CellNumber3» «CellNumber4» «CellNumber5» «CellNumber5»	Home Phone "Home Phone "HomeNumber1" "HomeNumber3" "HomeNumber3" "HomeNumber5" "HomeNumber5" "HomeNumber5"	

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Issued: March 31, 2009

Effective: May 1, 2009 Attachment "A" to Schedule 87, Page 1

PUGET SOUND ENERGY

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	INTERRUPTIBLE GAS SERVICE AGREEMENT WITH FIRM OPTION
TH	IS INTERRUPTIBLE GAS SERVICE AGREEMENT WITH FIRM OPTION ("Agreement") dated is made between PUGET SOUND ENERGY, INC. (the "Company") and (the "Customer").
1.	PURCHASE AND SALE: The Customer shall buy gas from the Company, and the Company shall sell gas to the Customer, for the Customer's requirements at (service address).
2.	<u>COMMENCEMENT DATE</u> : Service under this Agreement commences on or within 60 days following the date that the Company has installed the necessary mains, meters and other essential equipment to serve the Customer, as the Company shall determine.
3.	AGREEMENT TERM: The initial term for service under this Agreement is <u>1 year</u> , beginning on the commencement date. The Agreement continues in effect from year to year thereafter until written notice of termination is given by either party at least (i) 30 days prior to the expiration of the initial term or (ii) 30 days prior to the requested termination date during any subsequent annual term.
4.	<u>DAILY AND HOURLY QUANTITIES</u> : Subject to the terms of this Agreement, the Company shall sell and deliver <u>interruptible</u> gas to the Customer at a rate of flow up to but not exceeding therms per hour and up to but not exceeding therms per day (from 7:00 a.m. to 7:00 a.m. Pacific Prevailing time) and to sell and deliver <u>firm</u> use gas to the Customer at a rate of flow up to but not exceeding therms per hour and up to but not exceeding therms per day (from 7:00 a.m. to 7:00 a.m. Pacific Prevailing time). The Company shall normally deliver gas to the Customer at pounds minimum gauge pressure at the outlet of the meter set assembly.
5.	ANNUAL CONTRACT VOLUME: The Customer shall purchase a minimum annual volume of interruptible gas transportation service (annual contract volume) of therms.
6.	<u>CURTAILMENT</u> : The Customer shall curtail its use of interruptible gas for the periods and to the extent requested by the Company in its sole determination. The Customer may resume full gas usage immediately after curtailment termination. The Customer shall annually provide the Company with a list of at least 3 people who are designated to receive notices of curtailment along with their appropriate work and home phone numbers, and further agrees to update this list whenever it changes (the Authorized Interruptible Personnel List, Exhibit "A").
7.	RATES AND CHARGES: Bills for service under this Agreement are issued due and payable when rendered and become past due after 15 days from the date of the bill.
8.	<u>ADDITIONAL REQUIREMENTS</u> : As conditions to providing service under this Agreement, the Company may in its discretion require the Customer to provide electrical power (110v) and/or a telephone service connection at the meter location, which power and connection shall be the Customer's responsibility and expense.
9.	NOTICES: Except as otherwise provided below, all notices, correspondence and other communications relating to this Agreement shall be sent by registered, certified or ordinary mail, and will be considered effective upon receipt. They shall be addressed as follows:

To Company:

To Customer:

Attn:

Puget Sound Energy P.O. Box 90868 BOT01G Bellevue, WA. 98004

Attn: Business Account Services

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PUGET SOUND ENERGY

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Notices with respect to the initiation of curtailments or the restoration of deliveries are sufficient if given by the Company in writing, telecopy, electronically, orally in person or by telephone to one of the persons named in the Authorized Interruptible Personnel List referenced in Paragraph 6 above.

- 10. <u>DELAYS</u>: The Company shall not be liable for delays in providing service under this Agreement when such delays are not reasonably within the Company's control. Examples of such delays (not intended to be limiting) include delays caused by an inability to secure necessary material, supplies or distribution system capacity; breakages or accidents to the Company's distribution system; and communication problems with suppliers, pipelines or transporters. Delays subject to this paragraph shall not be deemed a breach of any Company obligation under this Agreement.
- 11. <u>APPLICABLE RULES AND TARIFFS</u>: The provisions in the Company's Rate Schedule No. 87 and all other applicable rules and rate schedules apply to this Agreement, and are hereby incorporated herein. The Customer agrees to comply with all such provisions and with all applicable schedules, rules and regulations filed with or adopted by the Washington State Utilities and Transportation Commission from time to time. In the event of a conflict between the Agreement and an applicable rule, regulation, schedule or tariff, the provisions of the rule, regulation, schedule or tariff shall control.
- 12. <u>SUCCESSORS AND ASSIGNS</u>: This Agreement shall not be assignable by the Customer in whole or in part without the Company's prior written consent. The provisions of this Agreement extend to and bind the parties and their respective successors and permitted assigns.
- 13. <u>MISCELLANEOUS PROVISIONS</u>: (a) This Agreement together with the then-current applicable rate schedules constitutes the entire agreement between the parties and expressly supersedes all prior and contemporaneous communications concerning the provisions of service under this Agreement; (b) This Agreement shall not be binding upon the Company until approved and accepted on its behalf by an authorized representative in the space provided below.

14. SPECIAL CONDITIONS APPLICABLE TO CUSTOMER'S OPERATION:

PUGET SOUND ENERGY, INC.		CUSTOMER
Ву:		By:
lts	lts	
Dated:		Dated:

Office Use Only				
PSE REPRESENTATIVE	ACCOUNT #	ID#	DATE	

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PUGET SOUND ENERGY

INTERRUPTIBLE GAS SERVICE AGREEMENT: Exhibit '	'A "

Authorized Interruptible Personnel List

SE Business Account Services: (425) 462-3111) 462-3111	Office Use Only		
	Fax: (425) 462-3496		Customer ID:		
	`	,	Interruptible Max Day:		
ustomer Name:			PH Firm Max Day:PHPH		
Mailing Address:	Ser	vice Address:			
Gas Usage Informatio	on:				
Equipment using Interruptib	le Gas Service:				
Equipment using Firm Gas	Service:				
			. 1		
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understands that service may operations of the above name prioritize your personnel list be Person to notify "ContactPerson1"	people authorized to receive be interrupted at any time of dorganization under the terflow, and report any changes Work Phone - Ext «WorkNumber1»	re the notice of Curta during the day or nig ms and conditions o affecting this list to P Fax «FaxNumber1» «FaxNumber2»	ailment of interruptible on and each is authorized the Interruptible Gas Suget Sound Energy at or Cell Phone «CellNumber1»	ed to handle all Curtailm Service Agreement. Ple nce. Home Phone «HomeNumber1» «HomeNumber2»	
Person to notify «ContactPerson2» «ContactPerson3»	people authorized to receive be interrupted at any time of dorganization under the terslow, and report any changes Work Phone - Ext «WorkNumber1» «WorkNumber2» «WorkNumber3»	re the notice of Curta during the day or nights and conditions of affecting this list to P Fax «FaxNumber1» «FaxNumber2» «FaxNumber3»	ailment of interruptible on tand each is authorized the Interruptible Gas Suget Sound Energy at or Cell Phone «CellNumber1» «CellNumber3»	Home Phone «HomeNumber1» «HomeNumber3»	
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Issued: March 31, 2009 Effective: May 1, 2009

Attachment "A" to Schedule 87T, Page 1

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PUGET SOUND ENERGY

TRANSPORTATION SERVICE AGREEMENT Rate Schedule No. 87T

		ENERGY, INC. (the "Company") and	is made between PUGET (the "Customer"), on the
		terms and conditions:	(
1.	begi writt	REEMENT TERM: The initial term for service under this Agreement ("Transportations on and continues through The Agreeme en notice of termination is given by either party at least (i) 30 days prior to the expirate to the requested termination date during any subsequent annual term.	ent continues in effect thereafter until
	a. b.	Renewal. The Customer may renew this Agreement for a period of one year by thirty (30) days written notice prior to the expiration of the initial term or (if applicable Conversion to Sales Service. At the expiration of the initial Agreement term or renewal, the Customer may convert from Transportation Service to gas sales so rate schedules if 1) the Customer gives the Company a minimum of thirty (3 expiration of the initial term of the Agreement or thirty (30) days written notice priduring any subsequent term of the Customer's intent to convert, and 2) gas so requested rate schedule. The written notice shall specify the requested rate schedule conversion fee to compensate the Company for the costs it deems necessary deliverability resources to serve the Customer. The Customer agrees to pay so accordance with Rule 4, the Customer may not change rate schedules again we Rules 4, 7, and 29 additional charges will be applied as appropriate.	le) any subsequent renewal term. It any time during a subsequent rervice under the Company's tariffed (BO) days written notice prior to the or to the requested termination date cales service is available under the redule. The Company may impose a to acquire incremental supply and uch conversion fee, if imposed. In within one year. In accordance with
	C	Farly Conversion. The terms for early conversion shall be as provided for in Rule 2	'Q

- Failure to Renew. At the expiration of the Agreement term, if the Agreement has not been renewed, the term shall be extended for a period of one (1) year without changes to the agreement. An executed renewal Agreement will supersede any extended Agreement.
- 2. NATURE OF TRANSPORTATION SERVICE: Transportation Service under this Agreement is interruptible and not firm, except as provided in Exhibit "A". The Customer acknowledges that the Company may require a contribution to capital improvement costs as a condition to providing firm Transportation Service.
- **DAILY AND HOURLY QUANTITIES:** Subject to the terms of this Agreement, the Company agrees to transport gas to the Customer ("Transported Gas") at the rates of flow specified in Exhibit "A".
- 4. ANNUAL CONTRACT VOLUME: The Customer shall purchase a minimum annual volume of interruptible gas transportation service (annual contract volume) of _ therms.
- 5. CUSTOMER-OWNED GAS: The Customer agrees to acquire Customer-owned gas subject to this Agreement and to cause it to be delivered to the location determined by the Company and specified in Exhibit "A" (the "Receipt Point").
- DELIVERY POINT/METERING: The Company shall deliver the Transported Gas to the Customer at the delivery point specified in Exhibit "A" to this Agreement (the "Delivery Point"). Company-specified metering/telemetering equipment or data transmission equipment must be installed at the Delivery Point before Transportation Service may commence under this Agreement.
- 7. CONSTRAINT PERIODS: Transportation Service is subject to constraint periods that may be declared in the Company's sole determination as described in Rule 29. The Company reserves the right to declare these periods at such time and for such duration as the Company deems necessary in order to manage its gas distribution system.
- 8. RATES AND CHARGES: The Customer agrees to pay for Transportation Service according to the rates and charges in the applicable rate schedules in effect at the time of billing.
- 9. GAS QUALITY: The Customer represents that Customer-owned gas acquired by it and delivered to the Receipt Point, shall meet the quality standards of gas delivered to the Company for the Company's own account and shall in all respects be interchangeable and compatible with the Company's gas supply. The Customer further represents that the Customer-owned gas shall be free and clear of all adverse claims, liens, encumbrances and rights of others, and agrees to indemnify, defend, and hold the Company harmless from all claims, losses, and expenses (including without limitation attorneys' fees) arising at any time from or out of any such liens, claims, and encumbrances.
- 10. BALANCING SERVICE: This service provides balancing equivalent to the difference between the Customer's daily confirmed nominations and the daily delivered volumes.
- 11. MONTHLY BALANCING: All daily delivered volumes during a billing period are subject to the monthly balancing provisions contained in Rule 29. If the total delivered volumes do not equal the total confirmed nominations, then the overrun or underrun provisions of Rule 29 shall apply to the difference (as applicable). A Customer with meters at multiple sites may

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PUGET SOUND ENERGY

aggregate such meters for the purpose of determining any balancing service charges subject to the provisions of Rule 29, Section 12.

12. **NOTICES:** Except as otherwise provided below, all notices, nominations, confirmations, billing statements, payments, correspondence, and other communications relating to this Agreement shall be sent by registered, certified, or ordinary mail, by facsimile or by telecopy and will be considered effective upon receipt. They shall be addressed as follows:

> To Company: To Customer: For Gas Transportation Issues: For Gas Transportation Issues: **PUGET SOUND ENERGY** Customer name P. O. Box 90868 **Address** Bellevue, WA 98009-0868 City, State, Zip Phone: 425-462-3040 Phone: Fax: 425-462-3158 Fax: **Attn: Gas Transportation** Attn: For Agreement Renewals and Conversions: For Agreement Renewals and Conversions: **PUGET SOUND ENERGY** Customer name

P. O. Box 90868 **Address** Bellevue, WA 98009-0868 City, State, Zip Phone: Phone: 425-462-3111 Fax: 425-462-3496 Fax: Attn: Attn:

Notices with respect to the initiation of constraint periods or the restoration of deliveries shall be sufficient if given by the Company in writing, telecopy, electronically, orally in person, or by telephone to one of the persons designated in the Authorized Interruptible Personnel List (Exhibit "B"), which the Customer agrees to complete and update upon change and at least annually and provide to the Company.

- 13. **DELAYS**: The Company shall not be liable for delays in providing Transportation Service when such delays are not reasonably within the Company's control. Examples of such delays (not intended to be limiting) include delays caused by an inability to secure necessary material, supplies, or distribution system capacity; breakages or accidents to the Company's distribution system; and communication problems with suppliers, pipeline, or transporters. Delays subject to this paragraph shall not be deemed a breach of any Company obligation under this Agreement.
- 14. APPLICABLE RULES AND TARIFFS: The provisions in the Company's Rate Schedule No. 87T, Rule Nos. 23 and 29 and all other applicable rules and rate schedules apply to this Agreement, and are hereby incorporated herein. The Customer agrees to comply with all such provisions and with all applicable rules and regulations filed with or adopted by the Washington Utilities and Transportation Commission from time to time. In the event of a conflict between this Agreement and an applicable rule, regulation, or tariff, the provisions of the rule, regulation, or tariff shall control.
- 15. SUCCESSORS AND ASSIGNS: This Agreement shall not be assignable by the Customer in whole or in part without the Company's prior written consent. The provisions of this Agreement extend to and bind the parties and their respective successors and permitted assigns.
- 16. MISCELLANEOUS PROVISIONS: (a) This Agreement together with the applicable rate schedules constitutes the entire agreement between the parties, and expressly supersedes all prior and contemporaneous communications concerning the provisions of service under this Agreement; (b) This Agreement shall not be binding upon the Company until approved and accepted on its behalf by an authorized representative in the space provided below.

COMPANY	CUSTOMER
Ву	By
lts	Its
Dated	Dated

Office Use Only				
PSE REPRESENTATIVE	ACCOUNT #	ID#	DATE	

RECEIVED MAR. 31, 2009 WA. UT. & TRANS. COMM. ORIGINAL

Issued: March 31, 2009

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TRANSPORTATION SERVICE AGREEMENT: Exhibit	" A "
Rate Schedule No. 87T	

CUSTOMER		
Customer Name:		
Customer ID #:		
AGREEMENT TERMS		
Delivery Point (Service Address):		
Receipt Point:	Gate Sta	tion
Contracted Therms – Interruptible:	Daily:	Hourly:
Contracted Therms – Firm:	Daily:	Hourly:
Contracted Delivery Pressure:	PSIG	
Daily Balancing Service Election:		
Gas Delivery:		fic Prevailing Time or as deemed necessary by
SPECIAL CONDITIONS APPLICAE		RATION (if any): None
SPECIAL CONDITIONS APPLICAE At this time there are no applicable contract and service.	operational requirements LE TO CUSTOMER'S OPER special conditions, however	
SPECIAL CONDITIONS APPLICAE At this time there are no applicable	operational requirements LE TO CUSTOMER'S OPER special conditions, however	RATION (if any): None
SPECIAL CONDITIONS APPLICAE At this time there are no applicable contract and service. PUGET SOUND ENERGY, IN	operational requirements LE TO CUSTOMER'S OPER special conditions, however C.	RATION (if any): None er this could change depending on the natu
SPECIAL CONDITIONS APPLICAE At this time there are no applicable contract and service. PUGET SOUND ENERGY, IN Company	operational requirements LE TO CUSTOMER'S OPER special conditions, however	RATION (if any): None er this could change depending on the natu

Account #

ID#

Date

PSE Representative

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PUGET SOUND ENERGY

TRANSPORTATION SERVICE AGREEMENT: Exhibit "B"

Authorized Interruptible Personnel List

WN U-2

Customer Name: Pax: (425) 462-3496	PSE Business Acco	ount Services: (425	6) 462-3111	Office Use Only	
Customer Name: Service Address: PH		•	<i>'</i>	Customer ID:	
Mailing Address: Service Address: Gas Usage Information: Equipment using Interruptible Gas Service: Equipment using Firm Gas Service: Curtailment / Entitlement Personnel Below are listed the names of people authorized to receive the notice of Curtailment/entitlement of interruptible Gas Service. E of them understands that service may be interrupted at any time during the day or night and each is authorized to handle Curtailment operations of the above named organization under the terms and conditions of the Transportation Service Agreem Please prioritize your personnel list below, and report any changes affecting this list to Puget Sound Energy at once. Person to notify Work Phone - Ext Fax Cell Phone Home Phone «ContactPerson1» «WorkNumber1» «FaxNumber1» «CellNumber1» «HomeNumber1» «ContactPerson2» «WorkNumber3» «FaxNumber1» «CellNumber3» «HomeNumber3» «ContactPerson3» «WorkNumber3» «FaxNumber4» «CellNumber3» «HomeNumber3» «ContactPerson4» «WorkNumber3» «FaxNumber4» «CellNumber4» «HomeNumber3» «ContactPerson5» «WorkNumber5» «FaxNumber5» «CellNumber5» «HomeNumber5» E-Mail Addresses: «EMailAddress1» «EMailAddress2» «EMailAddress3» «EMailAddress4» «EMailAddress5» CERTIFICATION I understand that during periods of Curtailment there will be no natural gas available for use except that amount previously contracted for on a firm use basis. I understand that as a transporter, during periods of Overrun Entitlement, only that natural gas I have nominated for the day		(′ ⊢	nterruptible Max Day:	
Gas Usage Information: Equipment using Interruptible Gas Service:	Customer Name:			Firm Max Day:	PH
Equipment using Interruptible Gas Service:	Mailing Address:	Ser	vice Address:		
Equipment using Interruptible Gas Service:					
Equipment using Firm Gas Service: Curtailment / Entitlement Personnel Below are listed the names of people authorized to receive the notice of Curtailment/entitlement of interruptible Gas Service. E of them understands that service may be interrupted at any time during the day or night and each is authorized to handle Curtailment operations of the above named organization under the terms and conditions of the Transportation Service Agreem Please prioritize your personnel list below, and report any changes affecting this list to Puget Sound Energy at once. Person to notify Work Phone - Ext Fax Cell Phone Home Phone «ContactPerson1» «WorkNumber1» «FaxNumber1» «CellNumber1» «HomeNumber1» «ContactPerson2» «WorkNumber2» «FaxNumber3» «CellNumber2» «HomeNumber3» «ContactPerson4» «WorkNumber3» «FaxNumber4» «CellNumber3» «CellNumber3» «CellNumber3» «CellNumber3» «CellNumber3» «HomeNumber3» «ContactPerson5» «WorkNumber5» «FaxNumber5» «CellNumber5» «HomeNumber5» E-Mail Addresses: «EMailAddress1» «EMailAddress2» «EMailAddress3» «EMailAddress4» «EMailAddress5» Lunderstand that during periods of Curtailment there will be no natural gas available for use except that amount previously contracted for on a firm use basis. Lunderstand that as a transporter, during periods of Overrun Entitlement, only that natural gas I have nominated for the day	Gas Usage Informatio	on:			
Curtailment / Entitlement Personnel Below are listed the names of people authorized to receive the notice of Curtailment/entitlement of interruptible Gas Service. E of them understands that service may be interrupted at any time during the day or night and each is authorized to handle Curtailment operations of the above named organization under the terms and conditions of the Transportation Service Agreem Please prioritize your personnel list below, and report any changes affecting this list to Puget Sound Energy at once. Person to notify Work Phone - Ext Fax Cell Phone Home Phone «ContactPerson1» «WorkNumber1» «FaxNumber1» «CellNumber1» «HomeNumber1» «ContactPerson2» «WorkNumber2» «FaxNumber2» «CellNumber2» «HomeNumber2» «ContactPerson3» «WorkNumber3» «FaxNumber3» «CellNumber3» «HomeNumber3» «ContactPerson4» «WorkNumber4» «FaxNumber4» «CellNumber4» «HomeNumber3» «ContactPerson5» «WorkNumber5» «FaxNumber5» «CellNumber4» «HomeNumber5» E-Mail Addresses: «EMailAddress1» «EMailAddress2» «EMailAddress3» «EMailAddress4» «EMailAddress5» CERTIFICATION I understand that during periods of Curtailment there will be no natural gas available for use except that amount previously contracted for on a firm use basis. I understand that as a transporter, during periods of Overrun Entitlement, only that natural gas I have nominated for the day	Equipment using Interruptib	ole Gas Service:			
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