

WN U-2

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

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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)  
(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.

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

Effective: May 1, 2009

Issued By Puget Sound Energy

By: Tom DeBoer Tom DeBoer

Title: Director, Federal & State Regulatory Affairs

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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.

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.

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:

- a. The Customer must meet eligibility requirements of the applicable schedule, (T)
- 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.
- d. Service on a transportation service rate schedule must start on the first day of a month for scheduling purposes. (N)
- e. Other charges may apply, such as charges for system modification or improvement under the provisions of Rule 7. (N)

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

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Title: Director, Federal & State Regulatory Affairs

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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 transported. (C)

  - 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 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 termination date to end the agreement in order to switch to sales service. (C)
  - 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)

- 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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By: Tom DeBoer Tom DeBoer Title: Director, Federal & State Regulatory Affairs

PUGET SOUND ENERGY

**TRANSPORTATION SERVICE AGREEMENT**  
**Rate Schedule No. 31T**

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement") dated \_\_\_\_\_ is made between **PUGET SOUND ENERGY, INC.** (the "Company") and \_\_\_\_\_ (the "Customer"), on the following terms and conditions:

1. **AGREEMENT TERM:** The initial term for service under this Agreement ("Transportation Service") is one (1) year and begins on \_\_\_\_\_ and continues through \_\_\_\_\_. The Agreement continues in effect 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.
  - a. **Renewal.** The Customer may renew this Agreement for a period of one year by giving the Company a minimum of thirty (30) days written notice prior to the expiration of the initial term or (if applicable) any subsequent renewal term.
  - b. **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.
  - c. **Early Conversion.** The terms for early conversion shall be as provided for in Rule 29.
  - 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.
2. **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. **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. **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.
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

**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:**

For Gas Transportation Issues:

**PUGET SOUND ENERGY**  
P. O. Box 90868  
Bellevue, WA 98009-0868  
Phone: 425-462-3040  
Fax: 425-462-3158  
Attn: Gas Transportation

For Agreement Renewals and Conversions:

**PUGET SOUND ENERGY**  
P. O. Box 90868  
Bellevue, WA 98009-0868  
Phone: 425-462-3111  
Fax: 425-462-3496  
Attn:

**To Customer:**

For Gas Transportation Issues:

**Customer name**  
**Address**  
**City, State, Zip**  
**Phone:**  
**Fax:**  
**Attn:**

For Agreement Renewals and Conversions:

**Customer name**  
**Address**  
**City, State, Zip**  
**Phone:**  
**Fax:**  
**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 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. **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**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

**CUSTOMER**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

<b>Office Use Only</b>			
PSE REPRESENTATIVE	ACCOUNT #	ID #	DATE

Issued: March 31, 2009  
 Effective: May 1, 2009  
 Attachment "A" to Schedule 31T, Page 3

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**PUGET SOUND ENERGY**

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

<b>CUSTOMER</b>	
Customer Name:	
Customer ID #:	
<b>AGREEMENT TERMS</b>	
Delivery Point (Service Address):	
Receipt Point:	<b>Gate Station</b>
Transportation Terms – Firm:	<b>Daily:</b>
Contracted Delivery Pressure:	<b>PSIG</b>
Daily Balancing Service Election:	
Gas Delivery:	<b>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</b>

**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**

*Company*

\_\_\_\_\_ *Customer*

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Office Use Only			
PSE Representative	Account #	ID #	Date

Issued: March 31, 2009  
 Effective: May 1, 2009  
 Attachment "A" to Schedule 31T, Page 4

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**PUGET SOUND ENERGY**

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

PSE Business Account Services: (425) 462-3111  
 Fax: (425) 462-3496

<i>Office Use Only</i>	
<b>Customer ID:</b>	
Firm Max Day: _____	PH
_____	PH

**Customer Name:** \_\_\_\_\_

**Mailing Address:**

**Service Address:**

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**Gas Usage Information:**

Equipment using Firm Gas Service: \_\_\_\_\_

**Overrun/Underrun Entitlement Personnel**

Below are listed the names of people authorized to receive the notice of Overrun/Underrun Entitlement periods for transportation Gas Service. Each of them understands that service may be subject to Overrun or Underrun Entitlement at any time during the day or night and each is authorized to handle all operations of the above named organization under the terms and conditions of the Transportation Service Agreement. 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 Number	Cell Phone	Home Phone
#1.	( )	( )	( )	( )
#2.	( )	( )	( )	( )
#3.	( )	( )	( )	( )
#4.	( )	( )	( )	( )
#5.	( )	( )	( )	( )

**E-Mail Addresses:** «#1 \_\_\_\_\_» «#2 \_\_\_\_\_» «#3 \_\_\_\_\_» «#4 \_\_\_\_\_» «#5 \_\_\_\_\_»

**CERTIFICATION**

I understand that as a transporter, during periods of Overrun Entitlement, only that natural gas I have nominated for the day may be used and that during periods of Underrun Entitlement, natural gas I have nominated for the day must be used.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

PUGET SOUND ENERGY

**TRANSPORTATION SERVICE AGREEMENT**  
**Rate Schedule No. 41T**

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement") dated \_\_\_\_\_ is made between **PUGET SOUND ENERGY, INC.** (the "Company") and \_\_\_\_\_ (the "Customer"), on the following terms and conditions:

1. **AGREEMENT TERM:** The initial term for service under this Agreement ("Transportation Service") is one (1) year and begins on \_\_\_\_\_ and continues through \_\_\_\_\_. The Agreement continues in effect 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.
  - a. **Renewal.** The Customer may renew this Agreement for a period of one year by giving the Company a minimum of thirty (30) days written notice prior to the expiration of the initial term or (if applicable) any subsequent renewal term.
  - b. **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.
  - c. **Early Conversion.** The terms for early conversion shall be as provided for in Rule 29.
  - 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.
2. **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. **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. **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.
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

**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:**

For Gas Transportation Issues:

**PUGET SOUND ENERGY**  
P. O. Box 90868  
Bellevue, WA 98009-0868  
Phone: 425-462-3040  
Fax: 425-462-3158  
Attn: Gas Transportation

For Agreement Renewals and Conversions:

**PUGET SOUND ENERGY**  
P. O. Box 90868  
Bellevue, WA 98009-0868  
Phone: 425-462-3111  
Fax: 425-462-3496  
Attn:

**To Customer:**

For Gas Transportation Issues:

**Customer name**  
**Address**  
**City, State, Zip**  
**Phone:**  
**Fax:**  
**Attn:**

For Agreement Renewals and Conversions:

**Customer name**  
**Address**  
**City, State, Zip**  
**Phone:**  
**Fax:**  
**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 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. **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. 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. **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**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

**CUSTOMER**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

<b>Office Use Only</b>			
PSE REPRESENTATIVE	ACCOUNT #	ID #	DATE

Issued: March 31, 2009  
 Effective: May 1, 2009  
 Attachment "A" to Schedule 41T, Page 3

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**PUGET SOUND ENERGY**

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

<b>CUSTOMER</b>	
Customer Name:	
Customer ID #:	
<b>AGREEMENT TERMS</b>	
Delivery Point (Service Address):	
Receipt Point:	<b>Gate Station</b>
Transportation Terms – Firm:	<b>Daily:</b>
Contracted Delivery Pressure:	<b>PSIG</b>
Daily Balancing Service Election:	
Gas Delivery:	<b>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</b>

**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**

*Company*

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_ *Customer*

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Office Use Only			
PSE Representative	Account #	ID #	Date

Issued: March 31, 2009  
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**PUGET SOUND ENERGY**

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

PSE Business Account Services: (425) 462-3111  
 Fax: (425) 462-3496

<i>Office Use Only</i>	
<b>Customer ID:</b>	
Firm Max Day: _____	PH
_____	PH

**Customer Name:** \_\_\_\_\_

**Mailing Address:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**Service Address:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**Gas Usage Information:**

Equipment using Firm Gas Service: \_\_\_\_\_

**Overrun/Underrun Entitlement Personnel**

Below are listed the names of people authorized to receive the notice of Overrun/Underrun Entitlement periods for transportation Gas Service. Each of them understands that service may be subject to Overrun or Underrun Entitlement at any time during the day or night and each is authorized to handle all operations of the above named organization under the terms and conditions of the Transportation Service Agreement. 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 Number	Cell Phone	Home Phone
#1.	( )	( )	( )	( )
#2.	( )	( )	( )	( )
#3.	( )	( )	( )	( )
#4.	( )	( )	( )	( )
#5.	( )	( )	( )	( )

**E-Mail Addresses:** «#1 \_\_\_\_\_» «#2 \_\_\_\_\_» «#3 \_\_\_\_\_» «#4 \_\_\_\_\_» «#5 \_\_\_\_\_»

**CERTIFICATION**

I understand that as a transporter, during periods of Overrun Entitlement, only that natural gas I have nominated for the day may be used and that during periods of Underrun Entitlement, natural gas I have nominated for the day must be used.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PUGET SOUND ENERGY**

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

THIS 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. **COMMENCEMENT DATE:** 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:

**PUGET SOUND ENERGY**

**To Company:**

Puget Sound Energy  
P.O. Box 90868 BOT01G  
Bellevue, WA. 98004  
Attn: Business Account Services

**To Customer:**

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. 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:** None

**PUGET SOUND ENERGY, INC.**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Office Use Only			
PSE REPRESENTATIVE	ACCOUNT #	ID #	DATE

**PUGET SOUND ENERGY**

**INTERRUPTIBLE GAS SERVICE AGREEMENT: Exhibit "A"**

**Authorized Interruptible Personnel List**

PSE Business Account Services: (425) 462-3111  
 Fax: (425) 462-3496

<i>Office Use Only</i>	
<b>Customer ID:</b>	
Interruptible Max Day: _____	PD
	PH
Firm Max Day: _____	PH
	PH

**Customer Name:** \_\_\_\_\_

**Mailing Address:**

**Service Address:**

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**Gas Usage Information:**

Equipment using Interruptible Gas Service: \_\_\_\_\_

Equipment using Firm Gas Service: \_\_\_\_\_

**Curtailment Personnel**

Below are listed the names of people authorized to receive the notice of Curtailment of interruptible Gas Service. Each of them understands that service may be interrupted at any time during the day or night and each is authorized to handle all Curtailment operations of the above named organization under the terms and conditions of the Interruptible Gas Service Agreement. Please prioritize your personnel list below, and report any changes affecting this list to Puget Sound Energy at once.

<b>Person to notify</b>	<b>Work Phone - Ext</b>	<b>Fax</b>	<b>Cell Phone</b>	<b>Home Phone</b>
«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:** «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**.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

PUGET SOUND ENERGY

**TRANSPORTATION SERVICE AGREEMENT**  
**Rate Schedule No. 85T**

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement") dated \_\_\_\_\_ is made between **PUGET SOUND ENERGY, INC.** (the "Company") and \_\_\_\_\_ (the "Customer"), on the following terms and conditions:

1. **AGREEMENT TERM:** The initial term for service under this Agreement ("Transportation Service") is one (1) year and begins on \_\_\_\_\_ and continues through \_\_\_\_\_. The Agreement continues in effect 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.
  - a. **Renewal.** The Customer may renew this Agreement for a period of one year by giving the Company a minimum of thirty (30) days written notice prior to the expiration of the initial term or (if applicable) any subsequent renewal term.
  - b. **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.
  - c. **Early Conversion.** The terms for early conversion shall be as provided for in Rule 29.
  - 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.
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. **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. **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.
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 teletype and will be considered effective upon receipt. They shall be addressed as follows:

**To Company:**

For Gas Transportation Issues:

**PUGET SOUND ENERGY**  
**P. O. Box 90868**  
**Bellevue, WA 98009-0868**  
**Phone: 425-462-3040**  
**Fax: 425-462-3158**  
**Attn: Gas Transportation**

For Agreement Renewals and Conversions:

**PUGET SOUND ENERGY**  
**P. O. Box 90868**  
**Bellevue, WA 98009-0868**  
**Phone: 425-462-3111**  
**Fax: 425-462-3496**  
**Attn:**

**To Customer:**

For Gas Transportation Issues:

**Customer name**  
**Address**  
**City, State, Zip**  
**Phone:**  
**Fax:**  
**Attn:**

For Agreement Renewals and Conversions:

**Customer name**  
**Address**  
**City, State, Zip**  
**Phone:**  
**Fax:**  
**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, teletype, 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. 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. **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**

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

Dated \_\_\_\_\_

<b>Office Use Only</b>			
PSE REPRESENTATIVE	ACCOUNT #	ID #	DATE

PUGET SOUND ENERGY

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

CUSTOMER	
Customer Name:	
Customer ID #:	
AGREEMENT TERMS	
Delivery Point (Service Address):	
Receipt Point:	<b>Gate Station</b>
Contracted Therms – Interruptible:	<b>Daily:</b> _____ <b>Hourly:</b> _____
Contracted Therms – Firm:	<b>Daily:</b> _____ <b>Hourly:</b> _____
Contracted Delivery Pressure:	<b>PSIG</b>
Daily Balancing Service Election:	
Gas Delivery:	<b>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</b>

**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.

..... Deleted: ¶  
 ¶

**PUGET SOUND ENERGY, INC.**

*Company*

\_\_\_\_\_ *Customer*

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Office Use Only			
PSE Representative	Account #	ID #	Date

PUGET SOUND ENERGY

**TRANSPORTATION SERVICE AGREEMENT: Exhibit "B"**

**Authorized Interruptible Personnel List**

PSE Business Account Services: (425) 462-3111  
 Fax: (425) 462-3496

<i>Office Use Only</i>	
<b>Customer ID:</b>	
Interruptible Max Day: _____	PD
_____	PH
Firm Max Day: _____	PH
_____	PH

**Customer Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
 \_\_\_\_\_  
**Service Address:** \_\_\_\_\_  
 \_\_\_\_\_

**Gas Usage Information:**

Equipment using Interruptible Gas Service: \_\_\_\_\_  
 Equipment using Firm Gas Service: \_\_\_\_\_

**Curtailement / Entitlement Personnel**

Below are listed the names of people authorized to receive the notice of Curtailment/entitlement of interruptible Gas Service. Each of them understands that service may be interrupted at any time during the day or night and each is authorized to handle all Curtailment operations of the above named organization under the terms and conditions of the Transportation Service Agreement. 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»	«HomeNumber4»
«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 may be used.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PUGET SOUND ENERGY**

**RATE SCHEDULE NO. 86  
INTERRUPTIBLE GAS SERVICE AGREEMENT WITH FIRM OPTION**

THIS 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. **COMMENCEMENT DATE:** 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:

**PUGET SOUND ENERGY**

**To Company:**

Puget Sound Energy  
P.O. Box 90868 BOT01G  
Bellevue, WA. 98004  
Attn: Business Account Services

**To Customer:**

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:** None.

**PUGET SOUND ENERGY, INC.**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Office Use Only			
PSE REPRESENTATIVE	ACCOUNT #	ID #	DATE

**PUGET SOUND ENERGY**

**INTERRUPTIBLE GAS SERVICE AGREEMENT: Exhibit "A"**

**Authorized Interruptible Personnel List**

PSE Business Account Services: (425) 462-3111  
 Fax: (425) 462-3496

<i>Office Use Only</i>	
<b>Customer ID:</b>	
Interruptible Max Day: _____	PD
	PH
Firm Max Day: _____	PH
	PH

**Customer Name:** \_\_\_\_\_

**Mailing Address:**

**Service Address:**

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**Gas Usage Information:**

Equipment using Interruptible Gas Service: \_\_\_\_\_

Equipment using Firm Gas Service: \_\_\_\_\_

**Curtailment Personnel**

Below are listed the names of people authorized to receive the notice of Curtailment of interruptible Gas Service. Each of them understands that service may be interrupted at any time during the day or night and each is authorized to handle all Curtailment operations of the above named organization under the terms and conditions of the Interruptible Gas Service Agreement. Please prioritize your personnel list below, and report any changes affecting this list to Puget Sound Energy at once.

<b>Person to notify</b>	<b>Work Phone - Ext</b>	<b>Fax</b>	<b>Cell Phone</b>	<b>Home Phone</b>
«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:** «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.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

PUGET SOUND ENERGY

**TRANSPORTATION SERVICE AGREEMENT**  
**Rate Schedule No. 86T**

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement") dated \_\_\_\_\_ is made between **PUGET SOUND ENERGY, INC.** (the "Company") and \_\_\_\_\_ (the "Customer"), on the following terms and conditions:

1. **AGREEMENT TERM:** The initial term for service under this Agreement ("Transportation Service") is one (1) year and begins on \_\_\_\_\_ and continues through \_\_\_\_\_. The Agreement continues in effect 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.
  - a. **Renewal.** The Customer may renew this Agreement for a period of one year by giving the Company a minimum of thirty (30) days written notice prior to the expiration of the initial term or (if applicable) any subsequent renewal term.
  - b. **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.
  - c. **Early Conversion.** The terms for early conversion shall be as provided for in Rule 29.
  - 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.
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. **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. **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.
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

**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:**

For Gas Transportation Issues:

**PUGET SOUND ENERGY**  
P. O. Box 90868  
Bellevue, WA 98009-0868  
Phone: 425-462-3040  
Fax: 425-462-3158  
Attn: Gas Transportation

For Agreement Renewals and Conversions:

**PUGET SOUND ENERGY**  
P. O. Box 90868  
Bellevue, WA 98009-0868  
Phone: 425-462-3111  
Fax: 425-462-3496  
Attn:

**To Customer:**

For Gas Transportation Issues:

**Customer name**  
**Address**  
**City, State, Zip**  
**Phone:**  
**Fax:**  
**Attn:**

For Agreement Renewals and Conversions:

**Customer name**  
**Address**  
**City, State, Zip**  
**Phone:**  
**Fax:**  
**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**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

**CUSTOMER**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

Office Use Only			
PSE REPRESENTATIVE	ACCOUNT #	ID #	DATE

Issued: March 31, 2009  
 Effective: May 1, 2009  
 Attachment "A" to Schedule 86T, Page 3

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**PUGET SOUND ENERGY**

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

<b>CUSTOMER</b>	
Customer Name:	
Customer ID #:	
<b>AGREEMENT TERMS</b>	
Delivery Point (Service Address):	
Receipt Point:	<b>Gate Station</b>
Contracted Therms – Interruptible:	<b>Daily:</b> _____ <b>Hourly:</b> _____
Contracted Therms – Firm:	<b>Daily:</b> _____ <b>Hourly:</b> _____
Contracted Delivery Pressure:	<b>PSIG</b>
Daily Balancing Service Election:	
Gas Delivery:	<b>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</b>

**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*

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

*Customer*

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Office Use Only			
PSE Representative	Account #	ID #	Date

**PUGET SOUND ENERGY**

**TRANSPORTATION SERVICE AGREEMENT: Exhibit "B"**

**Authorized Interruptible Personnel List**

PSE Business Account Services: (425) 462-3111  
 Fax: (425) 462-3496

<i>Office Use Only</i>	
<b>Customer ID:</b>	
Interruptible Max Day: _____	PD
	PH
Firm Max Day: _____	PH
	PH

**Customer Name:** \_\_\_\_\_

**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. Each of them understands that service may be interrupted at any time during the day or night and each is authorized to handle all Curtailment operations of the above named organization under the terms and conditions of the Transportation Service Agreement. Please prioritize your personnel list below, and report any changes affecting this list to Puget Sound Energy at once.

<b>Person to notify</b>	<b>Work Phone - Ext</b>	<b>Fax</b>	<b>Cell Phone</b>	<b>Home Phone</b>
«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:** «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 may be used.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PUGET SOUND ENERGY**

**RATE SCHEDULE NO. 87  
INTERRUPTIBLE GAS SERVICE AGREEMENT WITH FIRM OPTION**

THIS 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. **COMMENCEMENT DATE:** 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. **ANNUAL CONTRACT VOLUME:** The Customer shall purchase a minimum annual volume of interruptible gas transportation service (annual contract volume) of \_\_\_\_\_ therms.
6. **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").
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. **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.
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:**  
Puget Sound Energy  
P.O. Box 90868 BOT01G  
Bellevue, WA. 98004  
Attn: Business Account Services

**To Customer:**  
  
Attn:

**PUGET SOUND ENERGY**

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. **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.
- 11. **APPLICABLE RULES AND TARIFFS:** 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. **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.
- 13. **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.
- 14. **SPECIAL CONDITIONS APPLICABLE TO CUSTOMER'S OPERATION:** \_\_\_\_\_ None \_\_\_\_\_.

**PUGET SOUND ENERGY, INC.**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Office Use Only			
PSE REPRESENTATIVE	ACCOUNT #	ID #	DATE

**PUGET SOUND ENERGY**

**INTERRUPTIBLE GAS SERVICE AGREEMENT: Exhibit "A"**

**Authorized Interruptible Personnel List**

PSE Business Account Services: (425) 462-3111  
 Fax: (425) 462-3496

<i>Office Use Only</i>	
<b>Customer ID:</b>	
Interruptible Max Day: _____	PD
	PH
Firm Max Day: _____	PH
	PH

**Customer Name:** \_\_\_\_\_

**Mailing Address:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**Service Address:**  
 \_\_\_\_\_  
 \_\_\_\_\_

**Gas Usage Information:**

Equipment using Interruptible Gas Service: \_\_\_\_\_

Equipment using Firm Gas Service: \_\_\_\_\_

**Curtailment Personnel**

Below are listed the names of people authorized to receive the notice of Curtailment of interruptible Gas Service. Each of them understands that service may be interrupted at any time during the day or night and each is authorized to handle all Curtailment operations of the above named organization under the terms and conditions of the Interruptible Gas Service Agreement. 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»	«HomeNumber4»
«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**.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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**

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement") dated \_\_\_\_\_ is made between **PUGET SOUND ENERGY, INC.** (the "Company") and \_\_\_\_\_ (the "Customer"), on the following terms and conditions:

1. **AGREEMENT TERM:** The initial term for service under this Agreement ("Transportation Service") is one (1) year and begins on \_\_\_\_\_ and continues through \_\_\_\_\_. The Agreement continues in effect 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.
  - a. **Renewal.** The Customer may renew this Agreement for a period of one year by giving the Company a minimum of thirty (30) days written notice prior to the expiration of the initial term or (if applicable) any subsequent renewal term.
  - b. **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.
  - c. **Early Conversion.** The terms for early conversion shall be as provided for in Rule 29.
  - 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.
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. **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").
6. **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

**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:**

For Gas Transportation Issues:

**PUGET SOUND ENERGY**  
 P. O. Box 90868  
 Bellevue, WA 98009-0868  
 Phone: 425-462-3040  
 Fax: 425-462-3158  
 Attn: Gas Transportation

For Agreement Renewals and Conversions:

**PUGET SOUND ENERGY**  
 P. O. Box 90868  
 Bellevue, WA 98009-0868  
 Phone: 425-462-3111  
 Fax: 425-462-3496  
 Attn:

**To Customer:**

For Gas Transportation Issues:

**Customer name**  
**Address**  
**City, State, Zip**  
**Phone:**  
**Fax:**  
**Attn:**

For Agreement Renewals and Conversions:

**Customer name**  
**Address**  
**City, State, Zip**  
**Phone:**  
**Fax:**  
**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**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

**CUSTOMER**

By \_\_\_\_\_

Its \_\_\_\_\_

Dated \_\_\_\_\_

Office Use Only			
PSE REPRESENTATIVE	ACCOUNT #	ID #	DATE

Issued: March 31, 2009  
 Effective: May 1, 2009  
 Attachment "A" to Schedule 87T, Page 3

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**PUGET SOUND ENERGY**

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

<b>CUSTOMER</b>	
Customer Name:	
Customer ID #:	
<b>AGREEMENT TERMS</b>	
Delivery Point (Service Address):	
Receipt Point:	<b>Gate Station</b>
Contracted Therms – Interruptible:	<b>Daily:</b> _____ <b>Hourly:</b> _____
Contracted Therms – Firm:	<b>Daily:</b> _____ <b>Hourly:</b> _____
Contracted Delivery Pressure:	<b>PSIG</b>
Daily Balancing Service Election:	
Gas Delivery:	<b>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</b>

**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

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Office Use Only			
PSE Representative	Account #	ID #	Date

**PUGET SOUND ENERGY**

**TRANSPORTATION SERVICE AGREEMENT: Exhibit "B"**

**Authorized Interruptible Personnel List**

PSE Business Account Services: (425) 462-3111  
 Fax: (425) 462-3496

<i>Office Use Only</i>
<b>Customer ID:</b>
Interruptible Max Day: _____ PD _____ PH
Firm Max Day: _____ PH _____ PH

**Customer Name:** \_\_\_\_\_

**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. Each of them understands that service may be interrupted at any time during the day or night and each is authorized to handle all Curtailment operations of the above named organization under the terms and conditions of the Transportation Service Agreement. 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»	«HomeNumber4»
«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 may be used.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_