

CASCADE NATURAL GAS CORPORATION

WASH. ST. & TRANS. COM. FILE

RULES AND REGULATIONS

RULE 15 - FORCE MAJEURE

Neither the Company nor the Customer shall be liable to damage to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, unforeseeable or unusual weather conditions, washouts, arrests and restraint of rulers and peoples, civil disturbances, explosion, breakage or accident to machinery or lines of pipe, line freezeups, temporary failure of gas supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of one of the parties to this contract or some person or concern not a party thereto, not reasonable within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

Customer shall not be required to accept service or pay the minimum charge or demand charge when it is unable to operate its gas using equipment on account of conditions covered by this force majeure section. Such minimum charges or demand charges shall be reduced in proportion to the period of any interruption of service.

CNG/W90-02-01

ISSUED February 1, 1990

EFFECTIVE March 5, 1990

ISSUED BY **CASCADE NATURAL GAS CORPORATION**

BY Jon T. Stoltz

TITLE Vice President - Gas Supply,
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