

MASTER LIGHTING SERVICES AGREEMENT

NO. 0043

This Master Lighting Services Agreement (this "Agreement") is made effective as of 4/3/2018 (the "Effective Date"), by and between Puget Sound Energy, Inc. ("PSE"), and City of Maple Valley ("Customer") (each a "Party," and collectively the "Parties").

RECITALS

A. PSE is in the business of, among other things, providing custom lighting services ("Lighting Services") under and pursuant to Schedule 51, Schedule 52, Schedule 53 and/or any other applicable schedule included in PSE's Electric Tariff G (each, a "Schedule") on file with the Washington Utilities and Transportation Commission ("WUTC").

B. The Customer desires PSE to provide certain Lighting Services to the Customer as set forth in each Custom Street Lighting Order, substantially in the form attached hereto as Exhibit A to this Agreement, entered into by the Parties from time to time during the term of this Agreement that references this Agreement and is signed by both Parties (each, an "Order").

D. PSE is willing to provide such Lighting Services to the Customer subject to and in accordance with the terms and conditions set forth in this Agreement, in the applicable Order and in the associated Schedule.

AGREEMENT

The Parties, therefore, agree as follows:

Section 1. Lighting Services

1.1 Products and Services. PSE will provide to the Customer the Lighting Services set forth in each Order and the most current version of the Schedule applicable to the Lighting Services covered by such Order (the "Services"). Each Order will describe and identify the Lighting Services and the associated Schedule applicable to the Lighting Services covered by the Order and set forth all materials, information, property and other items provided for, used or incorporated into the Services (collectively, the "Facilities"). Each such Order and associated Schedule are hereby incorporated into and made a part of this Agreement by this reference.

1.2 Performance of Services. Subject to the terms and conditions of this Agreement and any applicable tariffs on file with the WUTC, including the applicable Schedule(s), PSE shall use reasonable efforts to perform the Services. PSE shall perform the Services in accordance with the schedule provided in the applicable Order or associated Schedule with reasonable diligence in the ordinary course of its business and

in light of any operational issues as to the remainder of its utility systems that may be influenced by the Services.

1.3 Adjustments to the Services. PSE shall notify the Customer in writing of any reasonably anticipated adjustments to the Services that result from delays in PSE's performance of the Services caused by the Customer (or its agents, servants, employees, contractors, subcontractors, or representatives), or any conditions beyond PSE's control. The Parties acknowledge that additional requirements not contemplated by the Parties may arise during the performance of the Services. In the event such additional requirements arise, the Parties shall provide written notice thereof and shall use reasonable efforts to promptly respond to such requirements.

1.4 Performance by Customer. The Customer shall pay PSE for the Services in accordance with the applicable Order and the associated Schedule. In the event the Customer is unable to perform any of its obligations under this Agreement to PSE's satisfaction, the Parties shall use reasonable efforts to adjust the Services to allow additional time for the Customer to perform such obligations. If the Parties cannot reasonably agree upon such a schedule adjustment, PSE may, at its option, terminate this Agreement by giving written notice to the Customer, and the Customer shall promptly pay PSE the amounts payable to PSE in connection with such termination under Section 1.5.

1.5 Term and Termination. The term of this Agreement will commence on the Effective Date and will end thirty (30) days after the expiration or termination of all Orders entered into by the Parties under this Agreement, unless earlier terminated by mutual written agreement of the Parties. Service under each Order is effective for as long as such Order remains in effect; as specified in the Order and/or in the then-current version of the Schedule applicable to the Lighting Services covered by the Order. The effect of termination of any given Order, including the Parties' respective responsibilities for the costs of removal or salvage of any Facilities associated with the Services, will be as set forth in the Order or associated Schedule.

Section 2. Permits.

The Customer shall be solely responsible for any costs related to the acquisition of any and all operating rights, permits, licenses, certificates, inspections, reviews, impact statements, determinations, authorizations, exemptions or any other form of review or approval necessary or convenient for the Services (collectively, "Permits"). The Permits shall be on such terms and conditions as PSE shall, in its sole discretion, determine to be appropriate to its needs. PSE shall not be obligated to commence construction for the Services, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities, unless and until PSE is in possession of all Permits necessary for the Services and all rights of appeal with respect to the Permits shall have been exhausted. The Customer shall be responsible for performance of and any costs associated with any mitigation required by the Permits.

Section 3. Easements.

The Customer shall be solely responsible for any costs related to the acquisition of any and all easements, right-of-ways, or any other property rights necessary or convenient for the Services (collectively, "Easements"). The Easements shall be on such terms and conditions as PSE shall, in its sole discretion, determine to be appropriate to its needs. PSE shall not be obligated to commence performance of the Services, or otherwise in any way change, limit, curtail, impair or otherwise affect the normal and reliable operation of the Facilities, unless and until PSE is in possession of all Easements necessary for the Services and all rights of appeal with respect to the Easements shall have been exhausted. The Customer shall be responsible for performance of and any costs associated with any mitigation required by the Easements.

Section 4. Construction Services

4.1 Construction Services. The Customer shall be solely responsible for, or shall reimburse PSE for, all costs and expenses for any construction or installation services necessary to perform the Services as set forth in each Order ("Construction Services"), which may include any restoration costs and/or the removal of excavated materials; costs and expenses to relocate or rebury Facilities if the area is not within grade; costs and expenses for trenching and backfilling of pole holes; costs and expenses associated with any unforeseen soil or pavement conditions that would increase the cost of service; and all costs and expenses associated with any other unforeseen Construction Services that would increase the cost of service. The costs for the Construction Services ("Construction Costs") shall include, without limitation, any and all direct and indirect costs incurred by PSE in connection with the costs enumerated in this Section, including, but not limited to, labor, personnel, supplies, materials, overheads, contractors, consultants, attorneys and other professionals, administration and general expenses and taxes.

4.2 Payment. The Customer shall pay PSE for the Construction Costs in accordance with the applicable Order.

Section 5. Transfer of Assets

If the Customer and PSE have agreed that, as part of any Order, the Customer shall transfer certain assets to PSE, Customer shall, contemporaneously with the execution of the applicable Order, duly execute and deliver to PSE a Bill of Sale in form and content as mutually agreed upon between the Parties and, pursuant to the terms of the Bill of Sale, sell, transfer, assign, convey and deliver to PSE all right, title and interest in the assets set forth or otherwise described in the Bill of Sale.

Section 6. Disclaimers and Limitation of Liability

6.1 Disclaimer. Without limiting any express obligations PSE has under this Agreement or under the applicable Order or associated Schedule (or other applicable tariff on file with the WUTC), PSE makes no representations or warranties of any kind, express or implied, with respect to the Services or other items or services provided under this Agreement including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose or implied warranty arising out of course of performance, course of dealing or usage of trade.

6.2 Limitation of Liability. In no event shall PSE be liable, whether in contract, warranty, tort or otherwise, to any other party or to any other person for any indirect, incidental, special or consequential damages arising out of the performance or nonperformance of the Services or this Agreement.

Section 7. Miscellaneous

7.1 Tariffs Control. This Agreement is in all respects subject to all applicable tariffs of PSE now or hereafter in effect and on file with the WUTC, including the applicable Schedule(s). In the event of any conflict or inconsistency between any provision of this Agreement and any such tariff, the terms of the tariff shall govern and control.

7.2 Survival. Sections 1.5, 4.2, 5, 6 and 7 shall survive any expiration or termination of this Agreement. Except as otherwise provided herein, following expiration or termination of this Agreement neither Party shall have any further obligations arising under this Agreement.

7.3 Waiver. The failure of any Party to enforce or insist upon strict performance of any provision of this Agreement shall not be construed to be a waiver or relinquishment of any such provision.

7.4 Entire Agreement. This Agreement, including any exhibits hereto, sets forth the complete and integrated agreement of the Parties. This Agreement cannot be amended or changed except by written instrument signed by both Parties.

7.5 Force Majeure. In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; storm, flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or

contractor of the Party claiming a Force Majeure Event, in connection with the Services or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligation in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

7.6 Enforceability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.7 Notice. Any notice or other communication under this Agreement given by either Party to the other Party shall be in writing and shall be delivered in person or mailed to the attention of the signatories below. Either Party may change such address or contact by written notice to the other Party.

7.8 Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington without reference to its choice of law provisions. This Agreement shall be fully binding upon the Parties and their respective successors, assigns and legal representatives.

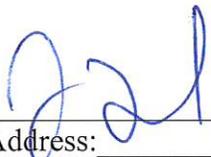
In witness whereof, the Parties have executed this Agreement as of the date set forth above.

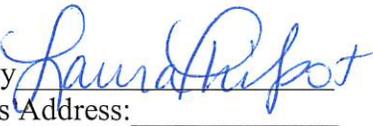
PSE:

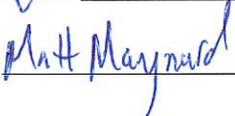
Customer:

Puget Sound Energy, Inc.:

City of Maple Valley

By 
Its Address: _____

By 
Its Address: _____

Attn:  _____

Attn: _____