

ORIGINAL

AGREEMENT FOR BILLABLE SERVICES

THIS AGREEMENT FOR BILLABLE SERVICES ("Agreement"), made and entered into effective as of the 31 day of March, 2020 ("Effective Date") by and between the **CITY OF TACOMA, Department of Public Utilities, Light Division**, dba Tacoma Power, a municipal corporation of the State of Washington (hereinafter referred to as "Tacoma Power"), and **Rainier Connect, North LLC** a Washington limited liability company (hereinafter referred to as "Rainier"); Tacoma Power and Rainier may be referred to hereinafter collectively as "Parties" and individually as a "Party."

RECITALS

WHEREAS Tacoma Power, Mashell, Inc. and Rainier have entered into that certain Click! Business Transaction Agreement dated November 7, 2019 ("CBTA"); and

WHEREAS the CBTA contemplates that upon the satisfaction or waiver of certain conditions set forth in the CBTA, Tacoma Power and Rainier will enter into an Indefeasible Right of Use Agreement ("IRU Agreement") in order to effectuate a Transfer of Operational Control of the Tacoma Power Commercial System from Tacoma Power to Rainier; and

WHEREAS Rainier will require and Tacoma Power will provide certain services necessary for Rainier to operate the Tacoma Power Commercial System, but which services are not provided under the IRU Agreement.

NOW THEREFORE in consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Definitions

Unless otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the meanings assigned to them in the CBTA or the IRU Agreement.

2. Scope of Services

Upon request by Rainier, Tacoma Power will perform the following services, as such services are described more specifically in Exhibit A, Services and Price Schedule, attached hereto and incorporated herein:

- A. System Locates. Tacoma Power will perform all locates associated with Non-Critical Routes within Tacoma Power's service territory.
- B. Pole Transfers. Tacoma Power will provide pole transfers on Non-Critical Routes.
- C. Emergency Restoration. Tacoma Power will provide emergency restoration services.
- D. System Drafting, Training or Documentation. Tacoma Power will document coaxial or fiber design extensions on Non-Critical Routes.

3. Changes to Scope of Services

The Parties shall have the right to make changes to the general scope of services upon execution in writing of an amendment hereto, provided, such amendment may not conflict with the Click! Business Transaction Agreement or with the IRU Agreement.

4. On-Call Services

The services performed under this Agreement are on an as-needed basis and will be requested subject to a mutually agreed-upon written procedure.

5. Term

This Agreement shall be effective as of the Effective Date of the IRU Agreement and unless sooner terminated under the provisions of Section 11 below, shall continue so long as the IRU Agreement is in full force and effect. In the event that the IRU Agreement is terminated, by either Party and for any reason, this Agreement shall automatically terminate.

6. Compensation

Rainier shall compensate Tacoma Power for assigned services in accordance with the rates ("Rates") listed in the Tacoma Power Price Schedule contained at Exhibit A, attached hereto and incorporated herein by reference. The Rates listed in Exhibit A are calculated using Tacoma Power's 2020 SAP loaded rates with equipment and materials.

7. Annual Compensation Review

The Rates shall be reviewed not less frequently than annually and may be unilaterally adjusted by Tacoma Power at any time to align with future changes in Tacoma Power's SAP loaded rates with equipment and materials, or to align with any future methodology commonly used by Tacoma Power for calculation of loaded rates with equipment and materials. Any changes to the Rates under this Agreement will be in writing in the form of an Amendment to this Agreement. Rainier will be provided ninety (90) days' written notice of any such changes.

8. Payment

Tacoma Power shall submit quarterly invoices to Rainier for services performed under this Agreement.

Payment shall be considered timely if made within thirty (30) days of receipt of a properly completed invoice.

9. Agreement Administration

The Contract Administrator for Tacoma Power shall have primary responsibility for Agreement administration and approval of services to be performed by Tacoma Power, and shall coordinate all communications between Tacoma Power and Rainier.

10. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

<p>Tacoma Power Contract Administrator Address: 3628 S 35th St, Tacoma, WA 98409</p> <p>Telephone: (253) 502-8988</p> <p>E-mail: pwrjointutilities@ci.tacoma.wa.us</p>	<p>Rainier Connect North Name: Danielle Clausen Title: Controller Address: PO Box 639 Eatonville, WA 98328 Telephone: (360) 832-4130 (business) (253) 678-0329 (mobile)</p> <p>E-mail: danielle.clausen@rainierconnect.net</p>
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11. Termination

Either Party may terminate this Agreement at any time, with or without cause, by giving One Hundred Twenty (120) days' written notice to the other Party.

12. Public Disclosure

This Agreement and documents provided to Tacoma Power by Rainier hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, Tacoma Power may be required, upon request, to disclose this Agreement and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event Tacoma Power receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and Rainier has complied with the requirements herein to mark all content considered to be confidential or proprietary, Tacoma Power agrees to provide Rainier ten business (10) days' written notice of impending release. Should legal action thereafter be initiated by Rainier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Rainier, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. Tacoma Power shall not be liable for any release where notice was provided and Rainier took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to Rainier according to the "Notices" provision herein.

13. Confidential or Proprietary Records Must be Marked

If Rainier provides Tacoma Power with records that Rainier considers confidential or proprietary, Rainier must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If Rainier fails to so mark record(s), then (1) Tacoma Power, upon request, may release said record(s) without the need to satisfy the notice requirements above;

and (2) Rainier expressly waives its right to allege any kind of civil action or claim against Tacoma Power pertaining to the release of said record(s).

14. Dispute Resolution

In the event of a dispute pertaining to this Agreement, the Parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the Parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit either Party's right to terminate this Agreement.

15. Miscellaneous Provisions

Governing Law and Venue

Any action related to this Agreement shall be governed the laws of the State of Washington (except that body of law controlling conflict of laws) and the United Nations Convention on the International Sale of Goods will not apply. Any suit or proceeding arising out of or relating to this Agreement will be brought in the applicable federal or state court located in Pierce County, Washington, and each Party irrevocably submits to the jurisdiction and venue of such courts.

No Third Party Beneficiaries

Each of Tacoma Power and Rainier agrees that (a) their respective representations, warranties, covenants and agreements set forth herein are solely for the benefit of the other Party hereto, in accordance with and subject to the terms of this Agreement, and (b) this Agreement is not intended to, and does not, confer upon any person other than the Parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein.

No Waiver

No failure, forbearance, neglect or delay by a Party in regard to enforcing this Agreement or exercising any rights contained in this Agreement, in whole or in part, will affect or limit such Party's right to strictly enforce same, and no such failure, forbearance, neglect or delay will constitute or be implied as a waiver of any right to enforce same in the future.

Severability and Survival

If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

Entire Agreement

This Agreement and the attached Exhibit, as they may be modified in the future, contain the entire agreement between the Parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and

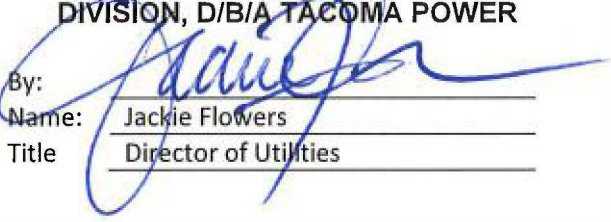
conditions relating to the subject matter of this Agreement are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

Modification

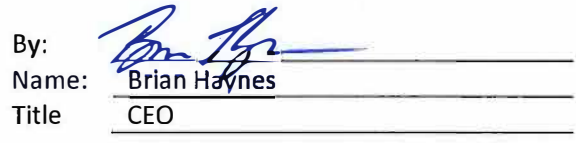
No modification or amendment of this Agreement shall be effective unless set forth in a written and executed Amendment to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Agreement, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Rainier Connect North, LLC representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Agreement for and on behalf of Rainier Connect North, LLC.

**CITY OF TACOMA, DEPARTMENT
OF PUBLIC UTILITIES, LIGHT
DIVISION, D/B/A TACOMA POWER**

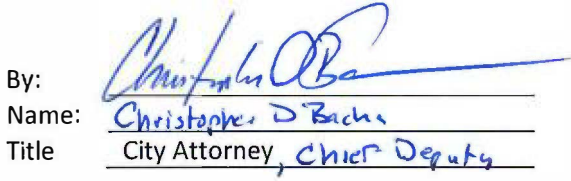
By: 
Name: Jackie Flowers
Title: Director of Utilities

RAINER CONNECT NORTH, LLC

By: 
Name: Brian Haynes
Title: CEO

By: 
Name: Andrew Cherullo
Title: Finance Director

APPROVED AS TO FORM:

By: 
Name: Christopher D Bachs
Title: City Attorney, Chief Deputy