

**Site License Addendum
to
Master License Agreement for Location of Facilities**

**Sprint Spectrum L.P. – South Mercer Substation / Pioneer Park
Wireless facilities only site #SE63XC112**

This Site License Addendum ("SLA"), dated as of July 11, 2013, is made by and between Puget Sound Energy, Inc., a Washington corporation ("PSE"), and Sprint Spectrum L.P., a Delaware limited liability company ("SPRINT"), with reference to that certain Master License Agreement for Location of Facilities, dated January 30th, 2013, between PSE and Sprint (the "MLA"). In connection with the MLA, the Parties have agreed to incorporate and make a part of the MLA the terms set forth in this SLA. All capitalized terms not otherwise defined in this SLA will have the meanings set forth in the MLA.

Section 1. Description of Site. The following Site(s) will be covered by this SLA:

The site is located at PSE's South Mercer Substation, located at 8477 SE 68th Street, Mercer Island, WA. This is an existing SPRINT site. The site consists of SPRINT's antennas and associated facilities mounted onto the existing steel monopole, owned by a third party under a separate SLA, and SPRINT's ground equipment located within the existing ground equipment area on PSE property. Proposed scope of work includes the replacement of SPRINT's existing antenna and/or the addition of new antennas and related equipment onto the existing steel monopole, the installation of one (1) 2" conduit and a new H-frame rack for fiber communications in a PSE approved location, and the addition of two (2) cabinets within the existing wireless ground equipment area.

Section 2. Equipment. The permitted Equipment for the Site(s) covered by this SLA are:

See attached Appendix 1

Section 3. Site Development Plan. The Site Development Plan for the Site(s) covered by this SLA is as follows:

See attached Appendix 2.

Section 4. SLA Term. The SLA Term for this SLA will be as set forth in Section 16.1 of the MLA based on the following SLA Commencement Date:

SLA Commencement Date: [July 11, 2013]

Section 5. Compensation. The Annual Fees and other amounts payable by SPRINT in connection with the Site(s) covered by this SLA will be as follows:

- See attached Appendix 3.

Section 6. Additional Terms

As conditions to approval of this SLA, the following apply to this SLA only:

6.1 SPRINT shall provide complete, detailed, jurisdictionally approved final construction drawings before construction begins for PSE's review and approval. Said drawings shall show in detail the following:

6.1.1 Grounding design of equipment and fencing in accordance with the National Electrical Safety Code provisions in Section 9, and PSE's design policies.

6.1.2 Location of the telephone source and/or telephone cable installation from source to the equipment cabinets.

6.1.3 Field verification and staking of the location of equipment, pole and of property lines establishing that proposed facility location lies as noted,

6.1.4 Appropriate separation distance between any part of SPRINT's antenna and the nearest electrical conductor,

6.1.5 Attachment of all antennas, equipment and cabling to the pole, and

6.1.6 If relevant, landscape design showing acceptable vegetation compatible with electrical facilities and/or substations.

6.2 Any comments and conditions noted during PSE's review process, including:

6.3 No construction shall commence prior to the receipt and written approval by PSE of the final construction drawings and evidence of authorization by all governmental agencies having jurisdiction over the project. An on site pre-construction meeting shall be scheduled prior to construction and as-built drawings and color photos showing the completed installation (pole and base equipment) shall be provided after completion of construction.

6.4 If the PSE pole or any of its facilities are to be located on private property for which PSE does not have an existing, or adequate easement, then SPRINT will need to acquire this new easement for PSE prior to construction.

6.5 Where PSE shall install a HH or other facilities related to NCC in right-of-way (ROW) in order to provide electrical service to this site, SPRINT shall be responsible for the cost of relocating such facilities, should it be required as the result of any jurisdictional directed improvement or relocation.

6.6 SPRINT shall be responsible for structural review of the steel pole to confirm the pole will support the increased loading of all proposed and/or future antennas and equipment.

6.7 No digging or trenching on PSE property without express approval from PSE.

6.8 Advance notification prior to any site access. All work on PSE facilities shall be performed by PSE designated personnel. Any work or activity that impacts the area within the fenced area of the substation, including the air space above the station, along with all necessary outages, shall be coordinated and approved by PSE. Depending on the time of year, scheduling of outages may cause unforeseen delays in the construction and/or maintenance of the facility.

6.9 SPRINT, equally and in partnership with the other wireless leasees at this location shall be responsible for the maintenance of all jurisdictionally mandated additions to the site's landscaping and for vegetation control of the lease area. PSE reserves the right to perform such maintenance activities, with SPRINT responsible for its proportional share, should PSE determine that landscape maintenance is required and no action has occurred within 30 days of notice of their requirement by PSE. PSE shall institute a Site Landscape Maintenance Agreement, to include all wireless leasees at this location. Failure to enter into such an Agreement shall be cause for termination of this permit.


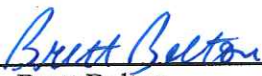
6.10 PSE and SPRINT agree that, as of the SLA Commencement Date, this SLA supersedes and replaces the existing agreement (Permit for Location of Facilities) between PSE and SPRINT for the South Mercer Substation site #SE63XC112 dated June 17, 2004 ("Terminated Agreement"). PSE and SPRINT acknowledge that notwithstanding the termination of the Terminated Agreement and the commencement of this SLA, SPRINT may continue to make, and PSE may continue to receive, rental and other payments pursuant to the Terminated Agreement. In such event, any rental or other payments made pursuant to the Terminated Agreement after its termination shall be applied and credited against any rentals or other payments due under this SLA.

6.11 SPRINT shall provide PSE a copy of the requirements for the pole/tower including antenna types, sizes and loadings, mounting hardware attachments for antenna mountings, locations of all antenna and cabling and any other requirements. SPRINT shall be responsible for structural review of the pole and new design to confirm the pole will support the increased loading. PSE will also determine the area available, if any, for SPRINT's use. In the event PSE decides that the space required by SPRINT cannot be provided, or that due to construction, policy or outage concerns siting a PCS facility is not suitable, PSE may withhold site approval.

Section 7. Miscellaneous

This SLA, and the use of the Site(s) covered by this SLA, will be governed in all respects by the terms and conditions set forth in the MLA, as supplemented by this SLA. In the event of a conflict between the terms and conditions of this SLA and the terms of the

MLA, the terms of the MLA will govern and control. The terms and conditions of the MLA, as supplemented by this SLA, set forth the entire agreement between SPRINT and PSE with respect to the Site(s) covered by this SLA.

SPRINT: Sprint Spectrum L.P., a Delaware limited liability company By: <u></u> Matthew Bell Print Name: _____ Its: <u>Manager Real Estate</u> Date Signed: <u>6/24/2013</u> Address: 6391 Sprint Parkway Overland Park, KS 66251-2650 Attn: Sprint Property Services	PSE: Puget Sound Energy, Inc. By: <u></u> Brett Bolton Its: Manager, Real Estate Date Signed: <u>7/11/13</u> Address: P.O. Box 97034 Bellevue, WA 98009-9734 Attn: Joint Use Department
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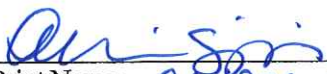
STATE OF Kansas)

COUNTY OF Johnson)

On this 24th day of June, 2013, before me, a Notary Public in and for the State of Kansas, duly commissioned and sworn, personally appeared Matthew Ben to me known to be the manager real estate at Sprint Spectrum L.P. that executed the foregoing instrument and acknowledged the same to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.




Print Name: Allison Giffin
Notary Public in and for the State of Kansas,
Residing at in Johnson County
My commission expires 09.25.2013

STATE OF WASHINGTON)

COUNTY OF KING)

On this 11TH day of JULY, 2013 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Brett Bolton, to me known to be the person who signed as the Manager, Real Estate of PUGET SOUND ENERGY, INC., the Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said Corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Nicholas J Floros

Print Name: NICHOLAS J FLOROS
Notary Public in and for the State of Washington,
Residing at SEATTLE WASH
My commission expires 8-29-2014

APPENDIX 1

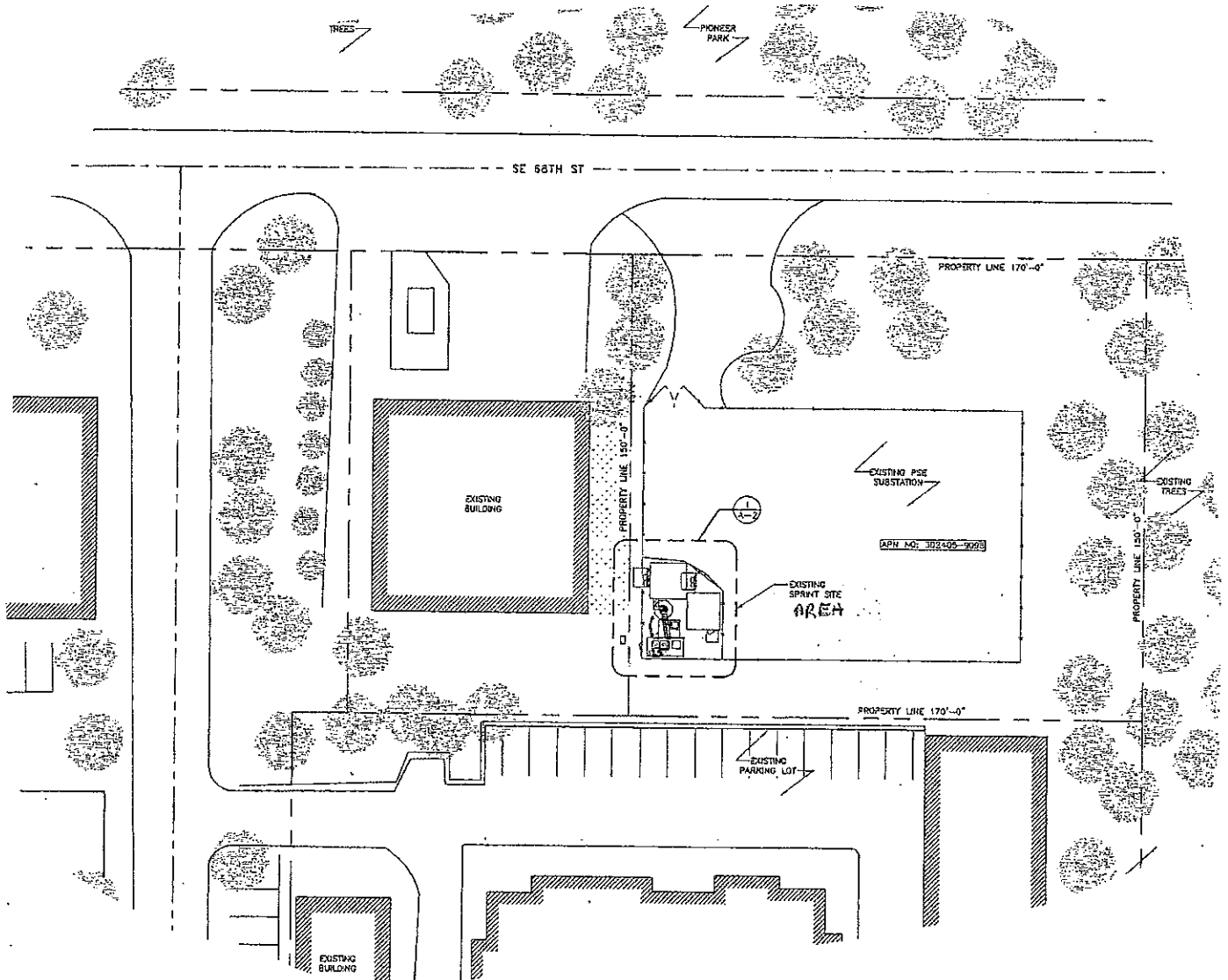
Equipment

- SPRINT's antennas and associated equipment mounted onto the existing steel pole, owned by a third party under a separate SLA, located on PSE property.
- SPRINT's ground support cabinets will remain in the existing wireless cabinet area located on PSE property.

APPENDIX 2

Site Development Plan

Final site development plans to be submitted by SPRINT prior to construction for review and approval by PSE. This is an existing SPRINT site. The site consists of SPRINT's antennas and associated facilities mounted onto the existing steel monopole, owned by a third party under a separate SLA, and SPRINT's ground equipment located within the existing ground equipment area on PSE property. Proposed scope of work includes the replacement of SPRINT's existing antenna and/or the addition of new antennas and related equipment onto the existing steel monopole, the installation of one (1) 2" conduit and a new H-frame rack for fiber communications in a PSE approved location, and the addition of two (2) cabinets within the existing wireless ground equipment area.



APPENDIX 3

Annual Fees

- Cost of utilities to service the permitted use to be borne by SPRINT.
- Cost of new poles/structure for SPRINT facilities to be borne by SPRINT.
- It is understood that SPRINT will secure such additional rights as needed for its facilities.

The Annual Fees for the Site under this SLA will be as follows:

- From the date of this SLA (i.e., July 11, 2013) through May 31st, 2016, the **Annual Fee will be \$17,280.00 / year.**

Beginning on June 1, 2016 (the "Escalation Date"), the **Annual Rate will be \$20,736.00 / year** for the five (5) year period immediately following the Escalation Date and will thereafter increase at the rate of twenty percent (20%) on each five (5) year anniversary of the Escalation Date.