

FACILITIES ATTACHMENT AGREEMENT

This Facilities Attachment Agreement (the "Agreement") is entered into by and between Portland General Electric Company, an Oregon corporation (PGE), having a principal business address at 121 SW Salmon Street, Portland, OR 97204, and _____, a _____(Licensee), having a business address at _____.

Sometimes PGE and Licensee are referred to individually as a "Party" and jointly as the "Parties" The effective date of this Agreement is _____ ("Effective Date").

The terms and conditions of this Agreement apply to all Attachments in the communications space by Licensee to PGE distribution poles including transmission-with-distribution-underbuild poles ("PGE Facilities") in the state of Oregon. Except as modified herein (including with respect to permit application timeframes), PGE and Licensee agree to be bound by the Oregon Administrative Rules, Chapter 860, Division 28 governing pole attachments.

PGE hereby grants Licensee the non-exclusive rights to attach and maintain the following type of equipment: _____("Equipment") on PGE Facilities in the state of Oregon, subject to the following terms and conditions:

1. USE

1.1 Limited Use. Licensee may use PGE Facilities only for the purpose of the Attachment, as defined in the Pole Attachment Specifications, attached hereto and incorporated herein as **Exhibit A** ("PGE Pole Attachment Specifications"). Licensee may attach its equipment to PGE Facilities for the purpose of providing the following services: telecommunications services. The Permitted Use shall be lawful and in compliance with all federal, state and local laws, rules and regulations applicable thereto. Licensee shall, at its sole expense, comply with all laws, orders, ordinances and regulations of federal, state, county and municipal authorities, and any directive of any public officer(s) with respect to its use of the PGE Facilities

1.2 Adding Additional Services. Should Licensee wish to add additional services not included in the Permitted Use, it shall provide PGE with at least ninety (90) days advance written notice of Licensee's intent to offer these services. Written notice is defined in Section 10.1 herein ("Written Notice"). Failure to provide this notice may be an Event of Default.

1.3 Attachment Permit Required. The Parties agree that, prior to placing any Attachment to a PGE Facility under this Agreement, and for each Attachment, the Licensee shall first obtain a PGE issued permit ("PGE Attachment Permit"). The Equipment shall be placed on PGE Facilities in the position(s) and manner indicated on

the PGE Attachment Permit for each Attachment and in accordance with the PGE Pole Attachment Specifications.

1.4 Modifying Attachment Specifications. PGE retains sole discretion to modify the PGE Attachment Specifications. Such modifications shall take effect ten (10) days after receipt of Written Notice by Licensee. Modifications shall apply generally to all Attachments made on or after the date of the modification. Licensee shall comply with the PGE Attachment Specifications as modified.

2. PERMITS

2.1 Application Required. Whenever the Licensee desires to attach or modify the Equipment to specific PGE Facilities, it shall submit to PGE an attachment permit application (“Attachment Permit Application”), a copy of which is attached and incorporated by reference as **Exhibit B**.

2.2. Modification of Application. PGE retains sole discretion to modify the Attachment Permit Application and will send Licensee Written Notice of any modification. Such modifications shall take effect ten (10) days after receipt of Written Notice by Licensee and shall apply to Attachment Permit Applications made after the effective date of the modification.

2.3 Submission of Application. Licensee may submit the Attachment Permit Application via the National Joint Use Notification System (“NJUNS”), electronic mail or other electronic means.

2.4 Field Inspections. All Attachments Permit Applications are subject to preconstruction activity and post construction inspection as the terms are defined in Oregon Administrative Rules, 860-028-0020.

2.5 PGE Decision on Application. Upon receipt of a complete permit application, PGE shall notify the Licensee of the approval as quickly as reasonably practicable, conditional approval (subject to Make-Ready as defined in Section 4.10 herein), extension of review period, or denial of any application and make best efforts to make the decision within forty-five (45) calendar days after receipt of such Attachment Permit Application.

- (a) Any Attachment Permit Application that is not approved or denied within the forty-five day period shall be deemed to be denied, unless PGE extends the review period in writing.
- (b) If the application is approved and unless otherwise agreed upon by the Parties, PGE shall provide electronic notice to Licensee. No application shall be deemed approved without written or electronic notice of approval from PGE. Electronic notice shall have the meaning given it in Section 10.2. The electronic or other notice of PGE’s approval shall constitute PGE’s

granting of attachment permit ("Attachment Permit").

- (c) Licensee shall have the right to make Attachments to PGE Facilities in accordance with the terms of the Attachment Permit and this Agreement.

2.6 Denial of Application. If PGE denies an Attachment Permit Application, PGE must state the reasons for its denial. PGE may deny any Attachment Permit Application for the following reasons:

- (a) Insufficient capacity (when all potential accommodations have been reviewed by PGE and communicated to Licensee);
- (b) Facilities are necessary for PGE's sole utility business use;
- (c) Licensee's proposed Attachment violates the National Electrical Safety Code (NESC) or any other applicable code, law, rule or regulation, or unduly compromises safety;
- (d) Licensee's proposed Attachment threatens the reliability of PGE's system;
- (e) Licensee's proposed Attachment does not comply with generally applicable engineering standards; or
- (f) Licensee's account is not in good standing.

2.7 Service Drops. Notwithstanding the above, Licensee shall be allowed to install service drops prior to a Attachment Permit being issued, as long as Licensee submits an Attachment Permit Application within seven (7) days of the service drop being installed. Service drop has the meaning given to it in OAR 860-028-0020(27). ("Service Drop"). If Licensee does not submit an Attachment Permit Application within seven (7) days of the Service Drop being installed, it shall be deemed an Unauthorized Attachment, and may be assessed the appropriate fee by PGE in accordance with Article 4 (Fees).

2.8 Licensee Notification of All Work Complete. After the Attachment Permit is approved, the Licensee shall notify PGE that construction is complete within 45 days of completing construction or installing the attachment.

2.9 Permit Expiration. An Attachment Permit is valid for 180 days. Should Licensee fail to install an Attachment on a pole for which an Attachment Permit has been granted within 180 days from the Attachment Permit approval date, that Permit shall expire and no Attachment shall be made on that pole by Licensee until a new Attachment Permit is granted. Regardless, if Licensee's Attachment Permit has expired, Licensee shall still be responsible for any fees assessed by that Permit in accordance with this Agreement until a disconnect notice is submitted by Licensee.

2.8 Removing an Attachment. If Licensee wishes to remove an Attachment, it must submit a disconnect notice ("Disconnect Notice") to PGE. If Licensee wishes to assign an Attachment to a third party, Licensee must comply with the requirement of Article 18 (Assignment). If Licensee does not submit a Disconnect Notice or an assignment is not made in accordance with Article 18 (Assignment), prior to the beginning of a Calendar Year, the Attachment Permit shall be consider active and Licensee shall be assessed

the appropriate Annual Rental Fee.

2.9 Compliance with Attachment Permit. An Attachment Permit does not relieve Licensee of obligations or liabilities due under this Agreement. Any Attachment made without an Attachment Permit or not in accordance with the specifications listed in the Attachment Permit shall be considered an Unauthorized Attachment and shall be subject to an Unauthorized Attachment Fee in accordance with Article 4 (Fees).

3. IDENTIFICATION OF EQUIPMENT

3.1 Marking Equipment. Licensee must clearly mark and identify all Equipment attached to PGE Facilities at each pole, using a PGE-approved method as described in the PGE Pole Attachment Specifications.

3.2 Marking Newly Acquired Equipment. In the event Licensee acquires another entity's Equipment, or enters this Agreement with existing Equipment on PGE Facilities, Licensee shall properly identify the newly acquired Equipment in a manner consistent with in the PGE Pole Attachment Specifications within twelve (12) months or a mutually agreeable timeframe.

3.3 Consequences of Unmarked Equipment. Equipment not identified in accordance with this Article shall be deemed an Unauthorized Attachment, and shall be subject to an Unauthorized Attachment Fee in accordance with Article 4 (Fees). If Licensee removes some or all of its Equipment from a pole, Licensee shall remove all corresponding identification tags, pole tags and any other method of identification from the pole.

4. FEES

4.1 Annual Rental Fee. The Licensee shall pay PGE annual rental fees ("Annual Rental Fee") when due, in accordance with the current Fee Schedule, attached and incorporated by reference as Exhibit C, as it may be adjusted from time to time in accordance with Section 4.4 ("PGE Fee Schedule").

4.2 Term and Time of Payment. Payment from Licensee for Annual Rental Fees for each Calendar Year ("Calendar Year" means January 1 through December 31) and all other PGE invoices are due within thirty (30) days of receipt of the invoice from PGE.

4.3 No Abatement or Fee Reduction. Annual Rental Fees for Attachments permitted on or after the beginning of the current Calendar Year shall be billed after the Attachment Permits are approved by PGE. There shall be no abatement or reduction in such fees for: Attachments in place for less than the full Calendar Year; Attachments permitted but not yet actually made; Attachment Permits granted which have expired after 6 months for failure to install Equipment; or Attachments that are acquired,

assigned, or purchased by Licensee during the Calendar Year from another entity.

4.4 Fee Schedule Adjustments. The PGE Fee Schedule may be adjusted by PGE, in accordance with applicable state law, from time to time. The effective date of the newly adjusted Fee Schedule shall be January 1 of the next year. PGE shall provide to Licensee at least sixty (60) days prior Written Notice before the effective date of the new PGE Fee Schedule. Unless Licensee otherwise notifies PGE in writing within thirty (30) days of receipt of such new Fee Schedule notice, Licensee shall be deemed to have accepted the new Fee Schedule.

4.5 Overlapping Equipment.

- (a) The Licensee may overlap its Equipment onto existing Equipment owned by it and such overlap shall not be considered a separate Attachment for purposes of assessing the PGE Annual Rental Fee.
- (b) Licensee must modify an existing Attachment Permit or submit a new Attachment Permit Application prior to overlapping.
- (c) Overlapped cable shall be subject to all other terms and conditions of the Facilities Attachment Agreement including inspection by PGE prior to Licensee overlapping. PGE shall recover its administrative and inspection costs associated with approving Licensee's overlapping.
- (d) Under no circumstances shall Licensee overlap its Equipment onto existing Equipment that is not owned by Licensee, nor shall Licensee allow third parties to overlap its existing Equipment.
- (e) PGE shall assume that the strand owner also owns the overlapped Equipment, unless otherwise notified by the Licensee or a third party.
- (f) Any overlap that does not comply with this Section shall be considered an Unauthorized Attachment and shall be subject to an Unauthorized Attachment Fee in accordance with this Article 4 (Fees).

4.6 Attaching Guy Wires. Licensee may attach guy wires to PGE anchors using the method described in the PGE Attachment Specifications. Licensee must request attachment to such PGE anchor(s) on the Attachment Permit Application. Licensee shall pay a one time Anchor Fee to PGE for attaching to an existing PGE anchor, as listed in the PGE Fee Schedule.

4.7 Field Inspection Costs. Licensee shall pay the costs for field inspections associated with processing pending Attachment Permit Applications not provided for or recovered in PGE's Annual Rental Fee, as listed in the PGE Fee Schedule.

4.8 Sanctions and Unauthorized Attachment Fees. An Unauthorized Attachment includes any attachment that is installed without a permit, unmarked attachments, overlapped attachments not in compliance with Section 4.5. PGE may assess sanctions or fees for Unauthorized Attachment as follows:

- (a) No Permit. Should Licensee place Attachments on a PGE facility without an Attachment Permit issued in accordance with Article 2, Licensee shall be

assessed the Unauthorized Attachment Fee for No Permit as follows:

- (i) Five times the annual rent, at the noncompliant rate, if the Unauthorized Attachment is identified by the Licensee to PGE and accompanied with a permit application.
 - (ii) \$100 plus five times the annual rent, at the noncompliant rate, if the Unauthorized Attachment is found by PGE.
- (b) Sanctions for violations of the duties of pole occupants. Sanctions and fees may be assessed by PGE against the Licensee in accordance with OAR 860-028-0150 for failure to fulfill the duties of a pole occupant as set forth in OAR 860-028-0120. For violations of OAR-028-0120, PGE must provide notice of each Attachment allegedly in violation of the rule, including the provision of the rule each Attachment allegedly violates; an explanation of how the Attachment violates the rule; and the pole number and location, including pole owner maps and GPS coordinates, if available.

4.09 Make-Ready. If additional poles, poles of greater height or strength, additional guying, or rearrangement of PGE's Equipment or the Equipment of any other party licensed by PGE to use the Facilities are required in order for PGE to provide Licensee with access to the Facilities ("Make-Ready"), the costs for such additional Facilities and Make-Ready, including, but not limited to, special inspections, pre-construction, engineering, make ready, change out, rearrangement work, as well as administrative costs, shall be at the sole expense of the Licensee, and Licensee agrees to pay all invoices when due. PGE must provide a detailed list of the Make Ready needed, an estimate for time required for the Make Ready and the cost for such Make Ready. The Make Ready must be completed in a timely manner and at a reasonable cost. Where the Make Ready requires more than forty-five (45) days to complete, the parties must negotiate a mutually satisfactory longer period to complete the Make Ready.

4.10 Any and all Fees applied to Licensee by PGE will be in accordance with the then current PGE Fee Schedule.

4.11 Account in Good Standing. For the purposes of this agreement, an account is in good standing if all invoices are paid in accordance with Article 4 (Fees) or are disputed in accordance with Article 7 (Dispute of Invoices).

14.12 Interest Charge. Any undisputed amounts not paid when due under this Agreement shall bear interest at the rate of 18% per annum until paid.

5. LICENSEE'S ATTACHMENTS

5.1 Compliance with NESC. Licensee shall install all Equipment at Licensee's expense and in accordance with the current National Electrical Safety Code ("NESC") and this Agreement. All holes bored in PGE's poles by Licensee shall conform to the

specifications of PGE. Licensee shall treat all holes in accordance with the PGE Attachment Specifications. Failure to treat holes may result in sanctions for failure of the duties of a pole occupant.

5.2 Rearranging Licensee Equipment. PGE reserves the right, in its sole discretion, to rearrange Licensee's Equipment to better utilize PGE's poles. PGE shall perform such work at no cost to Licensee if the existing Attachment is in compliance with (i) PGE Attachment Specifications, including the Attachment Permit, and (ii) Oregon Public Utility Commission ("OPUC") Safety Rules including NESC regulations. PGE will provide Written Notice to Licensee whenever such work is performed and PGE shall re-permit the Attachment, if necessary.

5.5 Abandoned Attachments. If PGE considers a Licensee Attachment to be abandoned, PGE shall provide Written Notice to Licensee and request that within sixty (60) days of said Written Notice, Licensee provide Written Notice to PGE that the Attachment is not abandoned or that Licensee will remove the abandoned Attachment, at its expense. Should Licensee fail to remove the abandoned Attachment or provide Written Notice that the Attachment is not abandoned within the sixty (60) day period, PGE may remove Licensee's abandoned Attachment at Licensee's expense.

6. AUDITS/INSPECTIONS

6.1 Attachment Audit and Inspection. PGE shall have the right to conduct a physical audit ("Attachment Audit") and /or inspection ("Attachment Inspection") of some or all of Licensee's Attachments, for the purpose of determining Licensee's compliance with the terms of this Agreement. An Attachment Audit examines Licensee's compliance with the PGE Attachment Specifications and the NESC, and the Attachment Inspection focuses on identifying any Unauthorized Attachments without permits. The Attachment Audit or Inspection may be conducted by PGE personnel or subcontractors hired by PGE to perform such inspections. PGE shall make a good faith effort to provide Licensee thirty (30) days advance Written Notice of any such Attachment Audit. PGE will send the results from any Attachment Audit Results ("Audit Results") or Attachment Inspection ("Inspection Results") to Licensee.

6.2 Audit Results. Subject to Section 7.2, If Licensee does not dispute an Audit Results or Inspection Results in accordance with Article 7 (Dispute of Invoices), Licensee is deemed to have accepted the Attachment Audit Results and/or Attachment Inspection Results and shall pay any invoice in accordance with this Agreement.

7. DISPUTE OF INVOICES

7.1 Time for Notice of Dispute. Within forty-five (45) days after receipt of an invoice, Licensee must send Written Notice of its dispute of part of or the entire invoice (an "Invoice Dispute"). Said Written Notice from Licensee must contain:

- (a) A description of which specific items and amounts of the invoice are in dispute (“Disputed Invoice Amount”),
- (b) Grounds for dispute, and
- (c) Payment of any non-disputed fees.

7.2 IF LICENSEE DOES NOT RESPOND TO AN INVOICE WITHIN THE FORTY-FIVE (45) DAY PERIOD OR IF LICENSEE’S RESPONSE DOES NOT CONTAIN THE ITEMS LISTED IN SECTION 7.1 (a-c), LICENSEE IS DEEMED TO HAVE ACCEPTED THE INVOICE AND SHALL PAY IT IN ACCORDANCE WITH THIS AGREEMENT.

7.3 Resolution of Dispute. Within thirty (30) days of receipt of notice of an Invoice Dispute, the Parties shall meet to resolve said dispute. If, within Sixty (60) days of receipt of notice of an Invoice Dispute, the Parties are unable to resolve the dispute, then either Party may seek relief at the OPUC or other court of competent jurisdiction.

7.4 Escrow. Should the total amount of Licensee’s Disputed Invoices equal or exceed ten thousand dollars (\$10,000.00), Licensee shall place the Disputed Invoice Amount into an independent escrow account pending resolution of such dispute.

7.4 Interest on Disputed Amount. Licensee shall be liable for any interest on any Disputed Invoice which is later determined to be valid. Such interest shall accrue from the date the invoice was due.

7.5 In the event of a Disputed Invoice between PGE and Licensee, Licensee may continue to make Attachments to PGE Facilities as permitted under this Agreement as long as Licensee disputed the invoice in accordance with this Agreement.

8. CHANGES IN PGE FACILITIES

8.1 PGE Rights in PGE Facilities. Licensee understands and agrees that PGE Facilities are essentially for PGE's exclusive use. PGE reserves the right at any time, without Licensee’s consent, to add to its Equipment, raise the voltage on its circuits or change their character or to remove, replace, or relocate the Facilities, subject to Section 8.2.

8.2 PGE Modification of its Facilities. In the event PGE modifies, removes, replaces or relocates its Facilities and such change requires Licensee to remove or relocate Licensee’s Equipment, PGE shall provide Licensee with either Written Notice or Electronic Notice as mutually agreed by both parties.

8.3 Licensee Duty. Licensee shall relocate or remove its Equipment, at Licensee’s sole expense, within thirty (30) days, or such longer period as mutually agreed to, from the date of PGE’s Written Notice requesting the relocation or removal of Licensee’s Equipment. If Licensee fails to relocate or remove its Equipment within such thirty (30)

days, or such longer period if mutually agreed to, at PGE's discretion, PGE may relocate the Equipment and bill Licensee for the cost of such relocation.

9. DEFAULT AND REMEDIES

9.1 Events of Default. The occurrence of any one or more of the following events constitutes an "Event of Default":

- (a) Licensee fails to pay any undisputed sum due under this Agreement within ten (10) days after receipt of Written Notice of such failure from PGE.
- (b) Licensee assigns this Agreement or Equipment attached to PGE Facilities, in violation of the terms and conditions of this Agreement, without prior written consent from PGE.
- (c) A petition is filed by or against either party under the Federal Bankruptcy Code or any similar law or statute of the United States or any state (and with respect to any petition filed, such petition is not dismissed within sixty (60) days after the filing thereof) or a party is adjudged a bankrupt or insolvent, or receiver, custodian or trustee is appointed for such party or for any of the assets of such party which appointment is not vacated within thirty (30) days of the date of appointment, or a party becomes insolvent, is unable to pay its debts and they become due, or makes a transfer in fraud of creditors.
- (d) Either party fails to perform or observe any other term or condition of this Agreement and such failure continues for thirty (30) days after Written Notice; provided, however that if such failure is capable of being cured, but not within such 30-day period, the non-breaching party may extend such period as approved in writing, so long as the breaching party commences appropriate curative action and diligently prosecutes such cure to completion.

9.2 Default under the Agreement. Default under any one or more of the above clauses in Section 9.1 shall be a Default under this Agreement. So long as an Event of Default applicable to this Agreement continues beyond the specified period or, if no period is specified, beyond thirty (30) days, PGE may terminate this Agreement without notice or demand except as expressly required above, revoke all PGE Attachment Permits issued to Licensee, and pursue any other remedy it may have under applicable law. In the event PGE terminates this Agreement pursuant to this Article, Licensee shall immediately pay all amounts due, and disconnect Licensee's Equipment from PGE Facilities within ten (10) days. Should Licensee fail to remove its Equipment within the ten (10) day period, PGE may remove Licensee's Equipment at Licensee's expense.

10. NOTICE

10.1 Written Notice. As referenced elsewhere in this Agreement, PGE and Licensee shall provide notice to each other in writing ("Written Notice"). Notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed given if personally delivered, transmitted by facsimile, sent via overnight delivery, or within five days of being deposited in US Mail with appropriate postage.

10.2 Electronic Notice. As referenced in this Agreement, PGE and Licensee may agree to provide notice to each other electronically ("Electronic Notice"). Unless otherwise stated or agreed upon by PGE and the Licensee, the following notices, requests, demands and other communications hereunder shall be in electronic format, via the Internet or NJUNS (National Joint Use Notification System):

- a. Pole Attachment Permit Applications.
- b. Notice of denial or approval of Pole Attachment Permit Applications.
- c. Notice of pole transfers or other work on PGE Facilities.
- d. Notice of Licensee violations on PGE poles.

10.3 Notices to the Parties. Written or Electronic Notice shall be made to the following addresses:

If to PGE, to:

PGE Utility Asset Management
2213 SW 153rd Drive
Beaverton, OR 97006
Attention: Contracts Manager

FAX: 503-672-5555
E-MAIL: utility.asset.management@pgn.com

With a copy to:

Portland General Electric Company
One World Trade Center
121 SW Salmon Street
Portland, OR 97204
Attn: General Counsel

If to Licensee, to:

With a copy to:

11. LICENSEE'S RISK

11.1 Licensee's use of PGE Facilities under this Agreement is entirely at Licensee's own risk. PGE does not warrant or represent that law authorizes the Licensee's use of any right-of-way in which such Facilities may be located.

11.2 Any permits, licenses, or easements required by public or private authority to make Licensee's use of such right-of-way lawful are the full responsibility of the Licensee, and Licensee may be required to provide evidence to PGE of compliance with this requirement.

11.3 Licensee warrants that it has the necessary authority, including permits, licenses, franchises, or any other applicable regulatory requirement, to operate its business where PGE Facilities are located.

12. COMPLIANCE WITH LAWS

Licensee shall conduct its business and perform its obligations under this Agreement in compliance with all federal, state and local laws, rules and regulations, including, but not limited to, any applicable Workers Compensation law, employment insurance act, or old age insurance act. Licensee shall continuously carry a Workers Compensation insurance policy covering all employees as required and with such additional terms as may be provided by any applicable Oregon statutes and any other applicable state law.

13. LIMITATION OF LICENSEE'S RIGHTS

No use of PGE Facilities under this Agreement or otherwise shall create any right in the Licensee except as herein provided. PGE shall remain the sole owner of its Facilities. PGE shall have the sole right to operate and maintain its Facilities without the consent of Licensee.

14. SAFETY, HEALTH AND ENVIRONMENT

Licensee shall be solely responsible for on-the-job compliance with government regulations pertaining to safety, health, and environment. Licensee shall pay any and all losses or fines resulting from noncompliance, whether or not PGE is named singly or jointly in such actions. Notwithstanding compliance with such regulations, Licensee is solely responsible for assuring a safe workplace for its employees, agents, and subcontractors against any and all hazards and perils that may exist on PGE's property or around PGE Facilities, whether such hazards or perils are known or unknown by PGE. Licensee shall make an inspection of the work area before commencing work and regularly thereafter, and shall make corrections whenever hazards or perils are found. PGE, at its sole discretion and convenience, reserves the right to immediately

suspend Licensee's activities hereunder if unsafe work practices are found, but such right does not negate Licensee's sole responsibility for the safety of its employees, agents and subcontractors in the administration and performance of this Agreement or Licensee's business activities.

15. HOLD HARMLESS AND INDEMNIFICATION

Licensee shall indemnify, defend and hold harmless PGE, its affiliates and PGE's and its affiliates' respective directors, officers, employees and agents ("Indemnitees") from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees at trial and appeal, brought or made against or incurred by any of the Indemnitees resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Licensee, its employees, agents, representatives or subcontractors of any tier, their employees, agents or representatives in the performance or nonperformance of Licensee's obligations under this Agreement or in any way related to this Agreement. The indemnity obligations under this article shall include without limitation (i) loss of or damage to any property of PGE, Licensee or any third party; (ii) injury, bodily or personal, to or death of any person(s), including without limitation employees of PGE, Licensee or Licensee's subcontractors of any tier; (iii) governmental fines or penalties (iv) claims arising out of Workers' Compensation, Unemployment Compensation or similar such laws or obligations applicable to employees of Licensee or its subcontractors of any tier. Licensee's indemnity obligation under this article shall not extend to any liability caused by the negligence of any of the Indemnitees.

16. LIABILITY INSURANCE.

16.1 Licensee will provide commercial general liability insurance in an aggregate amount of \$10,000,000 and \$5,000,000 per occurrence and list PGE as an additional insured on the policy or policies. Lessee may satisfy this requirement by obtaining appropriate endorsements to any master policy of liability insurance maintained by Lessee. Lessee shall provide to PGE a "Certificate of Liability Insurance" as evidence of insurance coverage within a reasonable time after PGE's request for such evidence.

16.2 Prior to starting any work at the site or on the facilities, Licensee shall qualify, and shall cause its contractors and subcontractors of any tier to qualify as an employer under any applicable workers' compensation act, employment insurance act, or old age insurance act and any other applicable state or federal law, including the payment or deduction and remittance of any and all contributions, taxes, fees, or charges under such laws, and, in each case to accept exclusive liability as an employer thereunder. Lessee, its contractors and subcontractors of any tier shall secure and continuously carry workers' compensation insurance policies covering all employees as required and with such additional terms as may be provided by Oregon statutes and any other applicable state law.

16.3 Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. Each party hereto shall obtain from its insurers under all policies of fire, theft and other casualty insurance maintained by it at any time during the term of this Agreement insuring or covering the Premises, Facilities or Sites or any portion thereof or any Facilities or operations adjacent to said Sites, a waiver of all rights of subrogation which the insurer might have against the other party, and each party shall indemnify the other party against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.

17. CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT, OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED, WHETHER OR NOT ARISING FROM A PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

18. ASSIGNMENT

18.1 Prior Written Consent Required. The Licensee shall not assign this Agreement, or any Attachment covered under it, to any third party without the prior written consent of PGE, such consent not to be unreasonably withheld. Any assignment without PGE's prior written approval shall be void and Licensee may be in default of this Agreement, in the event Licensee fails to provide PGE with Written Notice of request for consent of assignment and an opportunity to evaluate the proposed assignment.

18.2 Assignment of 100% of Attachments. Any approval by PGE of an assignment of this Agreement, which includes 100% of the Attachments covered under it, shall be conditioned upon the following and said conditions shall be considered reasonable:

- (a) Licensee's account is in good standing;
- (b) The assignee, the Licensee and PGE execute a Novation Agreement substantially in the form of **Exhibit D**;
- (c) The assignee submits new Permits for all Attachments to be assigned and pays any appropriate charges;
- (d) The assignee submits a plan and PGE accepts a plan to properly identify the newly acquired Equipment in a manner consistent with in the PGE Pole Attachment Specifications within twelve (12) months or an otherwise mutually agreeable timeframe; and
- (e) Licensee submits Disconnect Notices for all Attachments to be assigned.

18.3 Assignment of less than 100% of Attachments. Any approval by PGE of an assignment of this Agreement, for less than 100% of the Attachments covered under it, shall be conditioned upon the following and said conditions shall be considered reasonable:

- (a) Licensee's account is in good standing;
- (b) The assignee has a valid Facilities Attachment Agreement with PGE;
- (c) The assignee, the Licensee and PGE execute a Novation Agreement substantially in the form of Exhibit D;
- (d) The assignee submits new Permits for all Attachments to be assigned and pays any appropriate charges;
- (e) The assignee submits a plan and PGE accepts a plan to properly identify the newly acquired Equipment in a manner consistent with in the PGE Pole Attachment Specifications within twelve (12) months or within a mutually agreeable timeframe; and
- (f) Licensee submits Disconnect Notices for all Attachments to be assigned.

18.4 Licensee Subcontracting. Notwithstanding any other provision in this Agreement, PGE acknowledges and agrees that Licensee may subcontract to others all, or any portion of, the installation, repair and maintenance duties to be performed by Licensee under this Agreement, with the further understanding that any such subcontract will not absolve Licensee from any duty or liability it may have under this Agreement.

18.5 PGE Assignment. PGE may assign this Agreement, any permits or any of its rights with respect thereto without the approval or consent of Licensee.

18.6 Nothing contained in this Section 18 shall be deemed or construed to prohibit Licensee from, leasing, licensing, granting indefeasible rights of use to the Equipment or entering into similar agreements or arrangements to provide telecommunications services to third parties.

19. ATTORNEY FEES

The prevailing party in any litigation, at trial and on appeal, arising hereunder shall be entitled to its reasonable attorney's fees and court costs. With respect to this Article 19 providing for payment of attorney fees, such fees shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which counsel and staff practice.

20. SUCCESSORS

This Agreement shall inure to the benefit of and be binding on the parties' successors, and insofar as assignable, on the parties' assigns.

21. WAIVER

No waiver by either party of any breach of this Agreement shall be construed as a waiver of any other breach of the same or any other covenant of this Agreement.

22. DISPUTE RESOLUTION.

Unless otherwise stated herein, Licensee and PGE agree to negotiate in good faith, for a period of thirty (30) days from the date of notice of any dispute arising under this Agreement, prior to filing any complaint with any governmental authority or court of law.

23. EXISTING CONTRACTS

All existing agreements for the use of PGE Facilities for the purpose of the Attachment of Licensee's Equipment, effective within the State of Oregon, are by mutual consent terminated ("Prior Agreements"); provided, however that existing Attachments made by Licensee which are now covered by Approved Permits or by applications in progress for permits, shall continue in effect under the terms and conditions of this Agreement and shall be treated as if they were permitted under this Agreement. Notwithstanding the foregoing, nothing in this Article shall relieve Licensee from monetary and safety obligations and liabilities that arose or were incurred under the Prior Agreements.

24. MISCELLANEOUS

24.1 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Oregon, without regard to choice-of-law principles.

24.2 Venue. The Parties irrevocably consent to the jurisdiction of the courts of the United States District Court for the District of Oregon for any action, suite or proceeding in connection with this Agreement and waive any objection which they now or hereafter have regarding the choice of forum.

24.3 Entire Agreement. This Agreement and each permit to attach shall constitute the entire agreement and understanding of the parties. There are no representations or understandings of any kind not set forth in this Agreement. Unless stated otherwise, any amendment or modification to this Agreement must be in writing and executed by both parties.

24.4 Severability. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

25. FORCE MAJEURE

If a party is delayed or hindered in, or prevented from the performance required under this Agreement by reason of strikes, lockouts, labor trouble, failure of power, riots, insurrection, war, acts of God or other reason of like nature not the fault of the party delayed in performing work or doing acts, such party is excused from such performance for the period of such delay. Notwithstanding the above, this Article 25 shall not apply to the payment of money.

26. VOLUNTARY EARLY TERMINATION

Either Party shall have the right to terminate this Agreement for any reason and at any time, upon providing the non-terminating Party with one hundred and eighty (180) calendar days prior Written Notice. Where Licensee or PGE exercises such right, Licensee will remove the impacted Attachments and Equipment from PGE's Facilities at Licensee's expense, within four (4) months from the date of Termination as specified in the Notice of Termination. Licensee will return the poles utilized by Licensee to their original condition, with the exception of normal wear and tear.

27. ACCESS FOR MAINTENANCE

Licensee will be allowed to access the Licensee's Equipment at any time for the purpose of providing routine and emergency maintenance and restoration on Licensee's Equipment. In performing such maintenance and restoration activities, Licensee shall be subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date specified.

(LICENSEE)

***PORTLAND GENERAL ELECTRIC
(PGE)***

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

PGE POLE ATTACHMENT SPECIFICATIONS

1. SCOPE

This exhibit covers Portland General Electric (PGE) specifications and requirements for Licensee Attachments to overhead facilities, including, but not limited to, distribution and transmission poles and towers (“PGE Facilities”). These Specifications may be subject to change from time to time.

2. OBJECTIVES

PGE Attachment Specifications were developed to meet the following concerns:

- A. **Safety of Electrical and Communications Workers and the Public**
 - Clearance between power and communications
 - Climbing Space clearance

- B. **Structural Integrity of the Pole and System Reliability**
 - Factors affecting loading and moment

- C. **Environmental Degradation of the Pole**
 - Penetration of protective barrier

- D. **Loss of Use**
 - Finite space available for Attachments

3. REFERENCE STANDARDS

The Licensee shall meet or exceed the minimum requirements of the National Electric Safety Code (NESC). Nothing in this document or any other PGE document shall relieve the Licensee of meeting any of the grounding, loading, strength, clearances, climbing or working space requirements of the NESC. In addition, the Licensee shall also be responsible for meeting all Oregon Public Utility District (OPUC) and State of Oregon rules regarding electrical and communication line design, construction and maintenance.

4. DEFINITIONS

Access by Qualified Worker - All work within the supply area, or work that requires an object or piece of equipment to be brought within 10 feet of a primary conductor, shall be performed by qualified PGE personnel or qualified PGE contractors.

Attachment - Any piece of Equipment that occupies space and/or affects the structural integrity of the pole will be considered an Attachment. Any and all Licensee

Attachments are subject to the Facilities Attachment Agreement. Attachments include, but are not limited to:

- messenger strand
- conduit or risers not on PGE brackets
- span guys
- anchors (per Anchor Schedule in Exhibit C)
- service drops
- mainline
- overlash (i.e., any conductor that is overlashed on an existing conductor after the initial permit)
- a configuration of equipment attached to the pole that includes one or more of the following: power supplies, amplifiers and terminal boxes or other similar equipment

The Licensee shall apply for a PGE Pole Attachment Permit that describes each piece of Equipment supported by the pole. Abandoned Equipment or hardware will continue to be considered an Attachment until removed, unless otherwise specifically approved in writing by PGE.

PGE considers certain configurations to be single Attachments, even though they may involve multiple contacts with the pole. These are limited to the following:

- False Dead End for Slack Span (ref. Figure 25)
- Pole Framing - Dead End Pole with Guy, when off of a common bolt (ref. Figure 26)
- Straight Line Construction, a.k.a. Typical Pole Attachment (ref. Figure 27)
- Side Guy (ref. Figure 28)
- Right Angle Corner, a.k.a. 90-Degree Corner (ref. Figure 29)
- Pole to Pole Guy (ref. Figure 30)
- Sidewalk Anchor & Guy (ref. Figure 31)
- Double Dead End (ref. Figure 32)
- Fiberglass Arm (ref. Figure 33)
- T-Lead, a.k.a. Branch Strand Termination, a.k.a. Dead End with Through Pin (ref. Figure 34)
- Multi-cable Run - initial permit/installation only (ref. Figures 35 and 36)
- Power supply (ref. Figure 37)

Other configurations may be considered to be multiple Attachments. These include, but are not limited to, the following:

- Cross Over at Pole (ref. Figure 38) = **2 Attachments**
- Alley Arm, a.k.a. Extension Arm (ref. Figure 39) = **1 Attachment, + 1 Attachment per conductor on the Arm**
- Cross Arm (ref. Figure 40) = **1 Attachment, + 1 Attachment per conductor on the Arm**
- Mid-Span Crossover (ref. Figure 41) = **1 Attachment, assessed to the**

nearest PGE pole

Basic Pole - PGE's basic pole is a 40-foot, Class 4 pole (ref. Figure 1). Annual rental rates for overhead Attachments were established using the 40-foot, class 4 pole as a basis.

Climbing Space - The space necessary to provide a clear path for a worker while climbing a pole, as noted in the NESC. The Climbing Space allows a worker to safely pass equipment to get to any point on the pole. A clear climbing space of 30 inches x 30 inches between communications service drop cables must be provided, for ensuring adequate clearances on the pole for safe ascent and descent by line personnel (ref. Figure 24). This space must extend 40 inches above and below the limiting cables. The space can rotate every 6 feet.

Communications Space - The vertical space on a pole, typically between the elevations of 20 and 23 feet above ground level, used for communications Attachments.

The Communications Space on certain poles is completely occupied. If a Licensee wishes to attach to a fully occupied pole, it may request that PGE install a taller pole and charge the Licensee for the cost of that pole replacement.

Pole Ownership - PGE is the sole owner of all of its transmission and distribution poles, and nothing in this Agreement shall provide any ownership interest to the Licensee.

Separation Space - The vertical space on a pole separating the Supply Space and the Communications Space. The Separation Space is intended to provide a safe working clearance for workers in the Communications Space and shall, at a minimum, maintain 40 inches of clearance between the Supply Space and the Communications Space.

Supply Space - The vertical space on a pole that is occupied by the electric supply conductors and/or hardware. The Supply Space is measured from the top of the pole and typically extends down to the 26' 4" elevation above theoretical ground level on a 40' pole.

5. GENERAL ATTACHMENT REQUIREMENTS

5.1 Pole Attachment Permit

Installers making Attachments on behalf of the Licensee must keep a copy of the authorized PGE Pole Attachment Permit(s) in their possession at the job site during the construction/ installation. Failure to do so may result in PGE sanctions for Unauthorized Attachment as listed in Exhibit C, and/or a PGE-issued stop-work order.

5.2 Cable and Guys

Communications lines shall be attached to the same side of the pole as the power neutral conductor. If the power neutral conductor is on a primary crossarm,

communications cables shall be installed on the road face of the pole.

Communications lines that would otherwise pass within five feet of a pole shall be attached to the pole, as required by the NESC.

Communications lines shall be tensioned or guyed in a way that does not alter the angle of existing structures or change the sag characteristics of power conductors.

Communications guys may be attached to PGE anchors upon written consent, provided the anchor has sufficient unused strength to support the Attachment. The Licensee shall pay a per-Attachment fee to PGE for attaching to an existing anchor (ref. Exhibit C, the Fee Schedule). An auxiliary eye may be used upon written approval when the existing thimble eye of the rod is fully occupied and the anchor has remaining capacity available to support additional loading. The Licensee must supply PGE with nominal cable diameter and maximum cable tension properties, for loading calculation. If the existing anchor cannot support an additional guy Attachment, then the Licensee must provide a new anchor in compliance with the NESC.

Where existing guys are bonded, the new guys must be bonded. Where existing guys are insulated, the new guys must be insulated.

5.3 Pole Drilling

All Attachments shall make use of pre-drilled holes, unless specific authorization has been granted on the Attachment permit.

Field-drilled holes, when permitted, shall be treated with a 2% copper naphthenate solution or other PGE-approved preservative.

5.4 Equipment Mounting

Through-bolt ends shall not protrude more than 2 inches beyond the nut on the other side of the pole. Attachments to steel poles shall be bolted or welded. Banding Attachments to steel poles is permitted with written authorization from PGE (ref. Figure 8-13). Galvanized surfaces damaged during attachment shall be re-coated.

5.5 Risers

Communications cables transitioning from overhead to underground shall be mounted in riser conduits. An individual service conductor may be attached directly to the pole, contiguous to the pole ground (if present).

Communication risers shall be installed on the pole face (ref. Figure 3). All risers except for power supply risers shall be installed in conduit and mounted on 12-inch (minimum) standoff brackets to provide a minimum 5-inch clearance from the pole. Existing standoff brackets shall be used when available. If new brackets are needed,

the communications company shall provide and install brackets approved by PGE. Brackets shall be spaced 5 feet apart, with the lowermost bracket no lower than 8 feet above ground line (ref. Figure 4).

Communications risers shall not be installed on PGE poles where a PGE riser with a diameter of 6" or greater is present.

Power risers for pole-mounted communication power supplies must be installed high enough to ensure that the 40-inch separation space is maintained between the bottom of the drip loop and the top of the communications space (ref. Figure 5). In no case shall the bottom of the drip loop be lower than the lowermost piece of pole hardware in the supply space. Maximum power riser diameter is 1-1/2 inch. Pole-mounted power supplies shall be designed for 120 volt, 15 amp single-phase service.

Electric service for any equipment that is not a self-contained pole-mounted power supply shall be provided by a PGE-installed underground service pedestal or overhead service drop.

5.6 Enclosures

Communications enclosures shall preferably be pedestal mounted. Minimum clearance from the enclosure to the pole shall be no less than 3 feet and shall be at least 4 feet when conditions permit (ref. Figure 6). If pole mounted, enclosure shall be on the road face of the pole, unless otherwise approved by PGE. Enclosure shall be mounted on standoff brackets to provide a minimum 5-inch clearance from the pole. Maximum pole-mounted enclosure size is 26 inches wide x 36 inches high x 16 inches deep. All enclosures shall be identified by owner and unique ID number, with the identifying tag discernible from the ground. All metallic enclosures shall be effectively grounded.

A 3-foot zone is allocated for mounting communications enclosures. This zone extends from 14 feet to 17 feet above ground line (ref. Figure 5). Enclosures that extend to within 6 inches of the curb face or could be contacted by ordinary vehicles using the traveled way must have at least 15 feet of clearance from their lowest point to the road. No more than one power supply enclosure per pole is permitted.

Battery pack power supplies and power supplies that may be supplied by portable generators during outage conditions must be equipped with feedback voltage protection to prevent power from the unit being routed back into PGE's system.

5.7 Grounding

Conductive communications messengers shall be bonded when PGE pole grounds are present. The pole ground shall not be cut or damaged when connecting attaching entity grounds (ref. Figure 7).

If a ground is needed and no PGE pole ground is available, the attaching entity may install their ground and extend a #6 solid soft drawn copper ground wire for connection to PGE's neutral. All work within the supply area or within 10 feet of a primary conductor shall be performed by qualified PGE personnel or qualified PGE contractors. Licensee may contact PGE Distribution Services for assistance. Cost for this work shall be determined on an each-case basis.

WARNING: Possible death or injury can result if a ground wire is disconnected. PGE's neutral and grounds can be a return path for significant voltage.

5.8 Banners and Decorative Attachments

PGE supports local activities that promote neighborhood beautification, cultural and historical events, community spirit, and public involvement. Such banners and decorative attachments (ref. Figures 8-13) are subject to a separate PGE Policy & Application for Banners and Decorative Attachments. Contact PGE Utility Asset Management for assistance.

6. IDENTIFICATION OF EQUIPMENT

Licensee shall clearly mark and identify all of its Equipment attached to PGE Facilities at each pole, using a method pre-approved by PGE. Licensee must contact PGE Utility Asset Management to present its proposed identification method. The identification method should follow these guidelines:

Where Installed - Licensee shall clearly mark and identify with a tag all Equipment attached to PGE Facilities. Licensee shall place a tag at each pole.

When Installed - Licensee shall place the tag at the time of the initial attachment. Additionally, Licensee shall tag all existing Equipment within 12 months of the effective date of this Agreement, or within a mutually agreeable timeframe. In the event Licensee acquires another entity's Equipment, or enters this Agreement with existing Equipment on PGE Facilities, Licensee shall properly identify the newly acquired Equipment in a manner consistent with Licensee's approved identification method within 12 months or within a mutually agreeable timeframe.

Information on Tag - The tag shall bear the Licensee's company name and local emergency telephone number (e.g., in case of a car-hit pole).

Lettering on Tag - The lettering on the tag shall be of a color and size that allow identification from the ground without optical aids.

7. CLEARANCE REQUIREMENTS

7.1 Distribution Clearances (at Supports)

A *minimum* clearance of 40 inches must be maintained between the bottom of the supply space and the top of the communications space. Supply equipment includes, but is not limited to, neutral and secondary clevises, bare and insulated secondary wires, guy hardware and equipment platforms (ref. Figures 14 - 17).

If the primary and neutral conductors are mounted on a crossarm at the same level

and there is no other supply equipment mounted below the primary arm, then the minimum clearance between the supply conductors and the communications space is 10 feet (ref. Figure 18).

7.2 Distribution Clearances (at Midspan)

Midspan clearance between the supply space and the communications space *at any point* in the span cannot be less than 30 inches from secondary/service/neutral conductors and 5' 3" from primary conductors (ref. Figures 19 & 20). Midspan clearances are measured based on the final unloaded sag at the maximum operating temperature of the supply conductors.

7.3 Transmission Clearances

Clearances on transmission poles that have no distribution underbuild will be stipulated on the Attachment permit.

7.4 Streetlight and Traffic Signal Clearances

Streetlights and traffic signals may be mounted in the separation space or below the communications space, provide certain minimum clearances are met.

When mounted above communications cable, a minimum of 12 inches of clearance must be maintained between the top of the communications space and the bottom of the streetlight drip loop. A minimum of 20 inches of clearance must be maintained between the top of the communications space and the bottom of the streetlight bracket (ref. Figure 21).

When the streetlight is mounted below the communications space, a minimum of 20 inches of clearance must be maintained between the bottom of the communications space and the top of the streetlight bracket. A minimum of 40 inches of clearance must be maintained between the bottom of the communications space and uncovered streetlight conductors. Streetlight conductors are considered "uncovered" unless cabled together and covered in a common insulated jacket. Energized streetlight conductors passing through the communications space will have a protective molding installed (ref. Figure 22).

7.5 Service Entrance Clearance

Communication service drops shall have a minimum 40-inch clearance from PGE's service drops at the pole, and a minimum 12-inch clearance at any point in the span down to their point of attachment at the customer's service entrance (ref. Figure 23).

7.6 Clearance from Support Structures

A minimum of 3 feet (4 feet when available) of clearance must be maintained from the supporting structure to any other structure. Non-PGE equipment shall maintain a minimum of 5 feet of clearance from any PGE supporting structure. Any equipment not meeting this clearance requirement must be permitted and attached to PGE's

structure. In no case will clearances be less than those required in NESC.

8. POLE REMOVAL

The following steps and conditions shall apply when removing old poles from the field:

8.1 Pole Butts

The entire butt of the old pole shall be removed. DO NOT partially pull the butt, cut it off and leave a remaining portion in the ground.

8.2 Hardware

Remove all associated hardware, including anchors and ground rods, with the old pole.

8.3 Landscaping

Fill and compact the hole from the removed pole to eliminate future settling. Restore landscaping, ditches, streets and sidewalks to surrounding quality.

8.4 Remnant poles

Remnant sections of pole (excluding the pole butt) may be left in the field when arrangements have been made for transfer to property owners. Do not leave sections that have been supplementary treated within the last 12 months, or that have been treated through the MITC-Fume process.

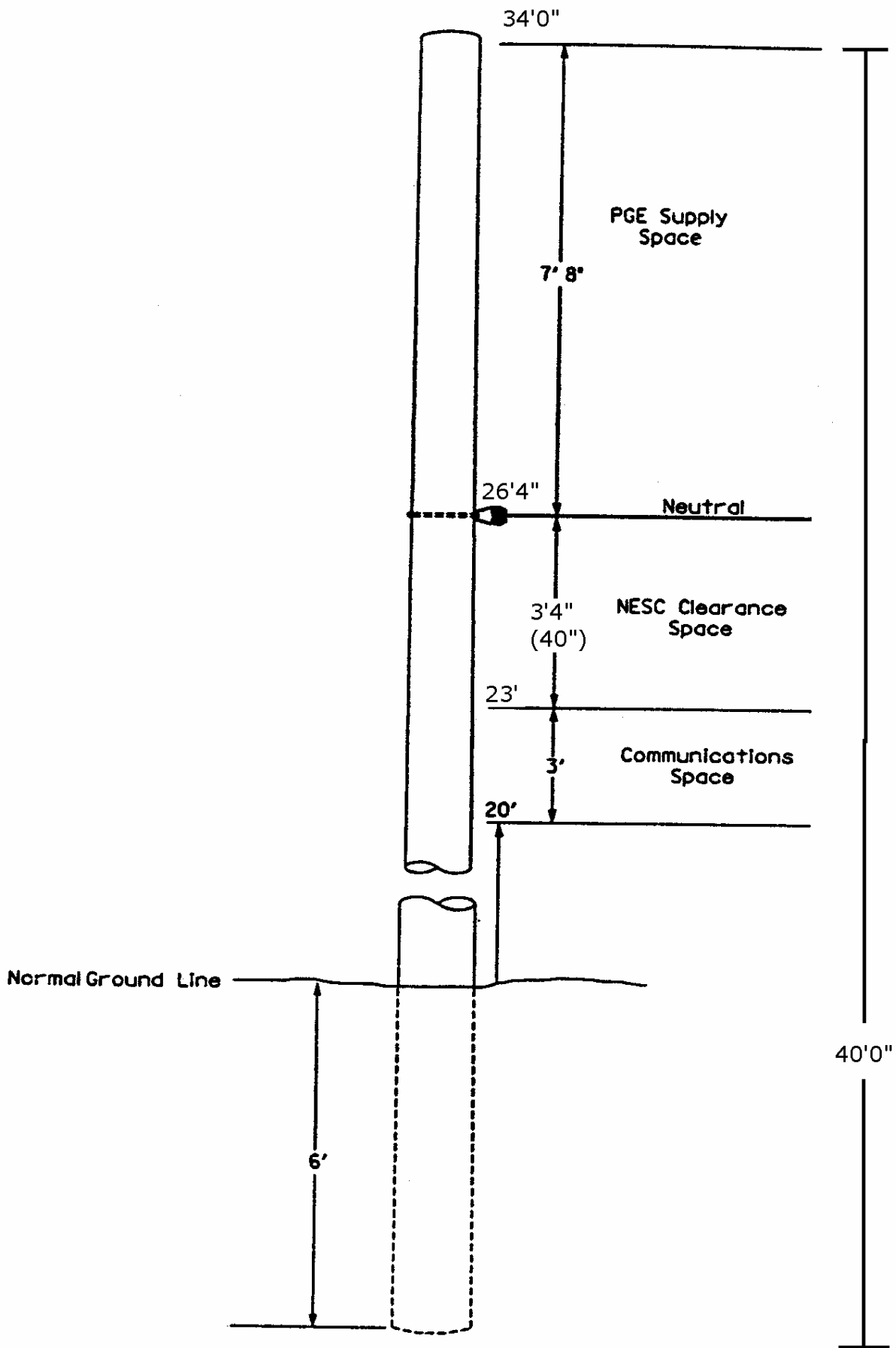


FIGURE 1: 40' POLE

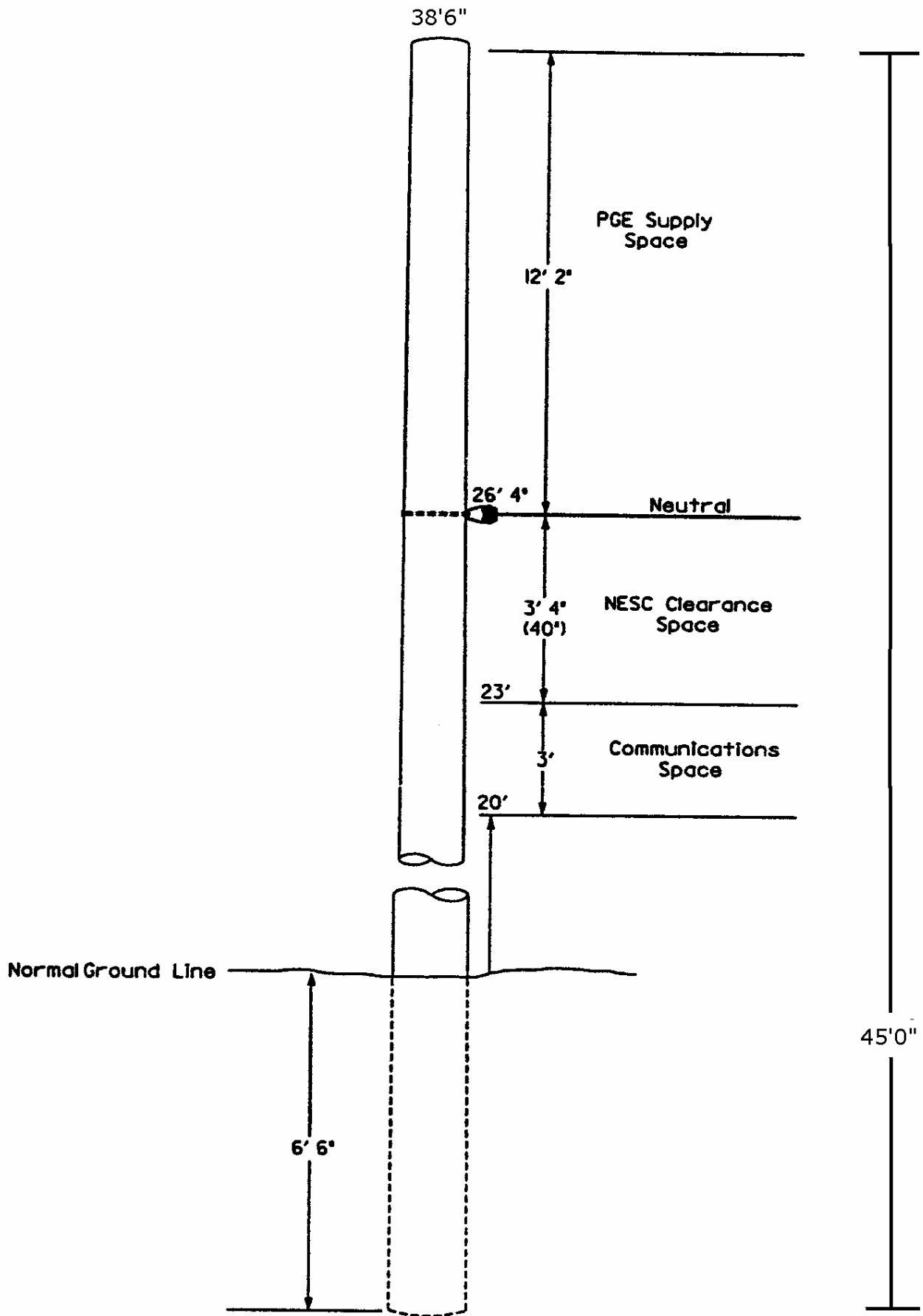


FIGURE 2: 45' POLE

TABLE 1: ATTACHMENT HEIGHTS

LOAD OR ATTACHMENT	HEIGHT OF ATTACHMENT FOR DISTRIBUTION POLES, IN FEET (METERS)			
	40 FT. POLE (12.2 meters)	45 FT. POLE (13.7 m)	50 FT. POLE (15.2 m)	55 FT. POLE (16.8 m)
TOP DEADEND ARM	33.0 (10.1)	37.5 (11.4)	42.0 (12.8)	46.5 (14.2)
TOP DEADEND GUY	32.5 (9.91)	37.0 (11.3)	41.5 (12.6)	46.0 (14.0)
SECOND DEADEND (BUCK) ARM	32.0 (9.75)	36.5 (11.1)	41.0 (12.5)	45.5 (13.9)
SECOND DEADEND GUY	31.5 (9.60)	36.0 (11.0)	40.5 (12.3)	45.0 (13.7)
NEUTRAL/SECONDARY	26.7 (8.14)	26.9 (8.2)	26.9 (8.20)	26.9 (8.20)
NEUTRAL/SECONDARY GUY	26.4 (8.05)	26.4 (8.05)	26.4 (8.05)	26.4 (8.05)
TELCO/CABLE	23.0 (7.01)	23.0 (7.01)	23.0 (7.01)	23.0 (7.01)
TELCO/CABLE GUY	22.5 (6.86)	22.5 (6.86)	22.5 (6.86)	22.5 (6.86)
ALTERNATE ATTACHMENT HEIGHTS FOR INCREASED GROUND CLEARANCE				
NEUTRAL/SECONDARY	N/A	30.0 (9.14)	34.5 (10.5)	39.0 (11.9)
NEUTRAL/SECONDARY GUY	N/A	29.5 (8.99)	34.0 (10.4)	38.5 (11.7)
TELCO/CABLE	N/A	26.1 (7.96)	30.6 (9.33)	35.1 (10.7)
TELCO/CABLE GUY	N/A	25.6 (7.80)	30.1 (9.17)	34.6 (10.5)

NOTE: Alternate attachment heights must be approved by PGE.

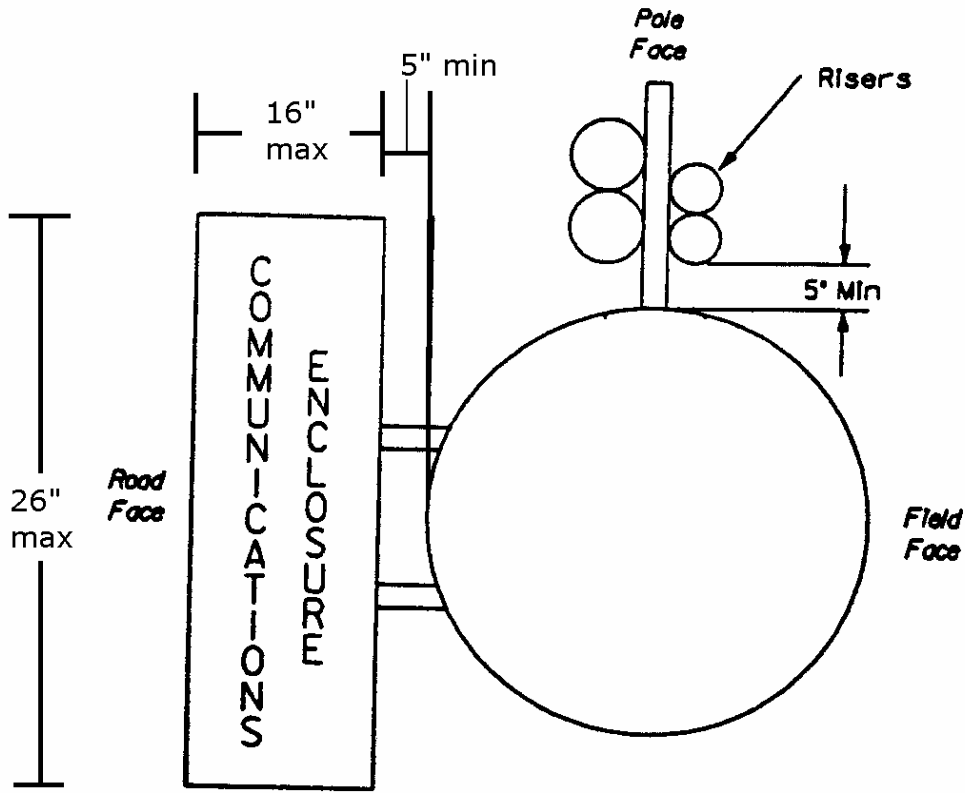


FIGURE 3: COMMUNICATIONS RISER

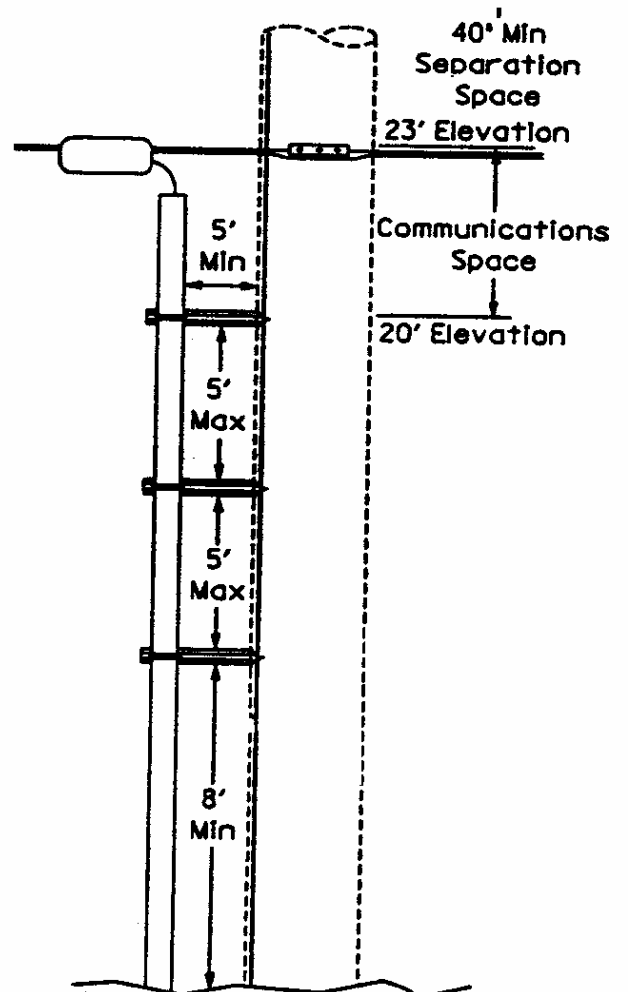


FIGURE 4: BRACKETS FOR RISER

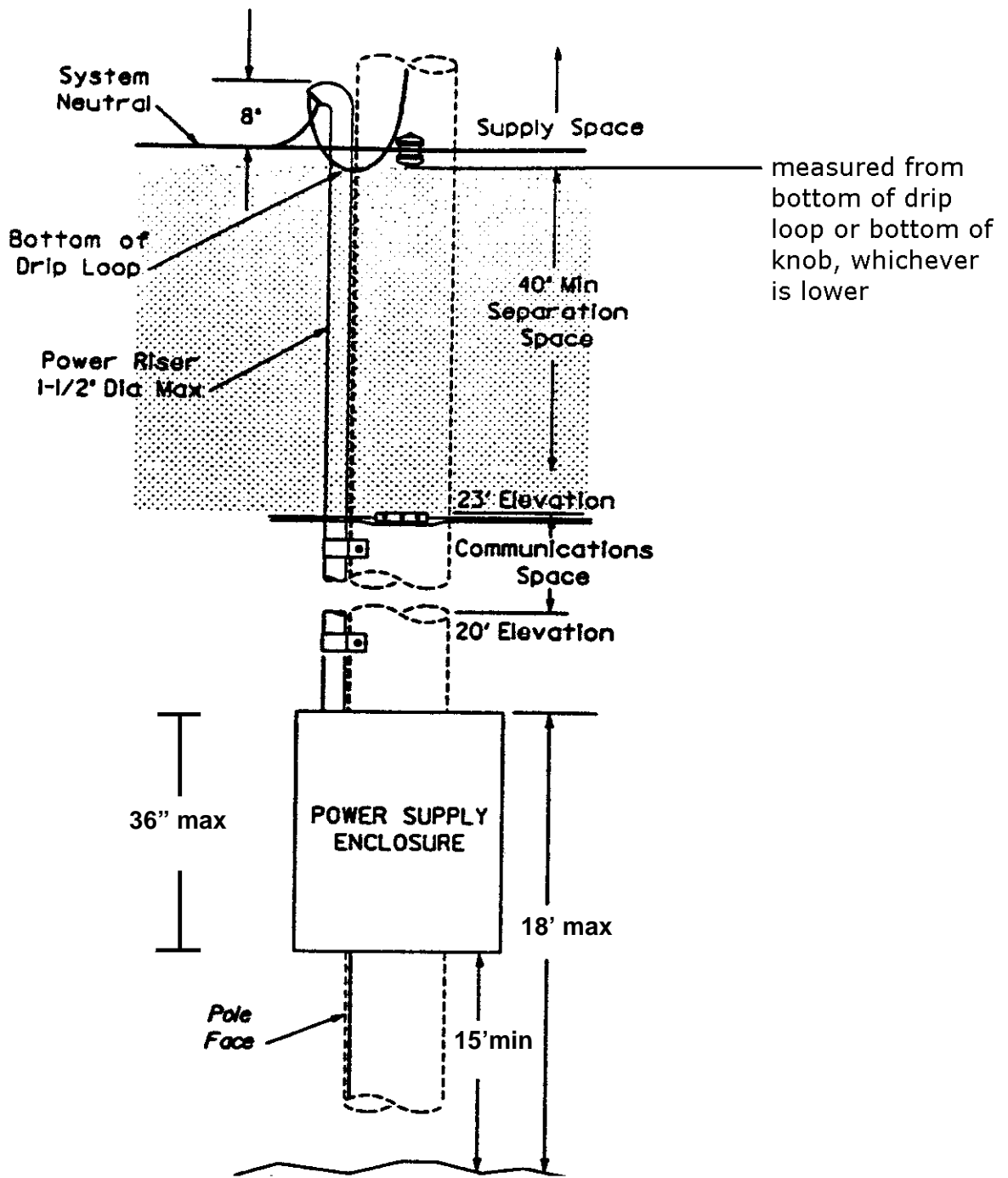


FIGURE 5: POWER SUPPLY ENCLOSURES

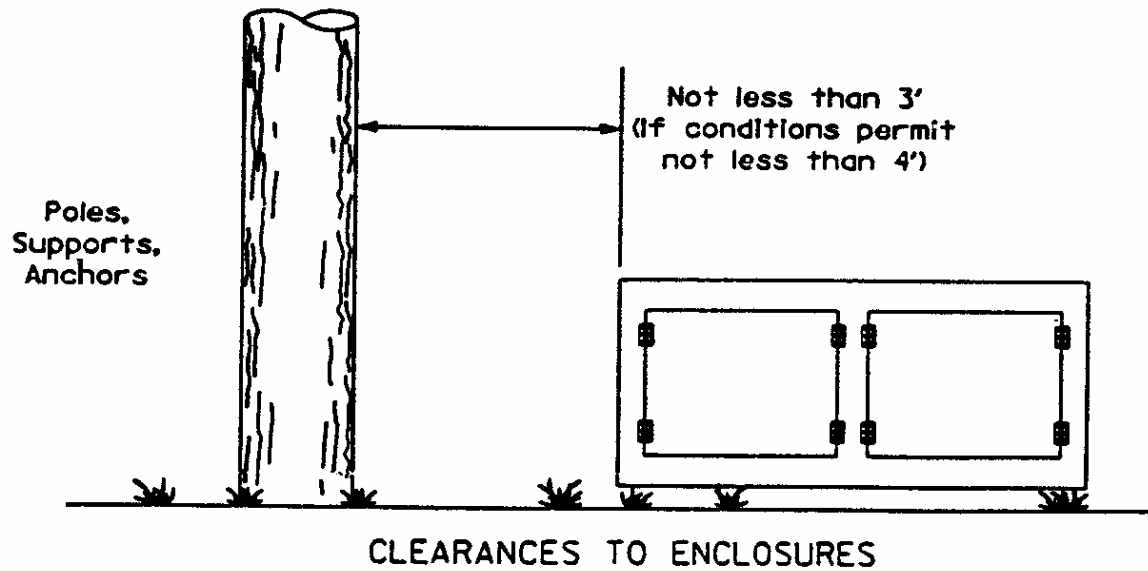
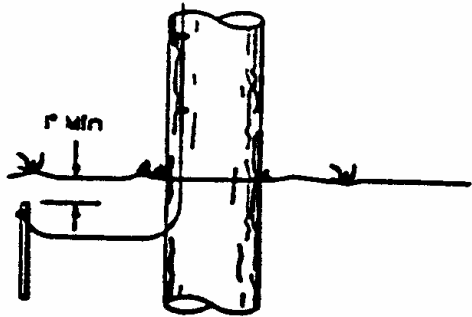


FIGURE 6: PEDESTAL-MOUNTED
COMMUNICATIONS ENCLOSURE

To System Neutral and Secondary Neutral

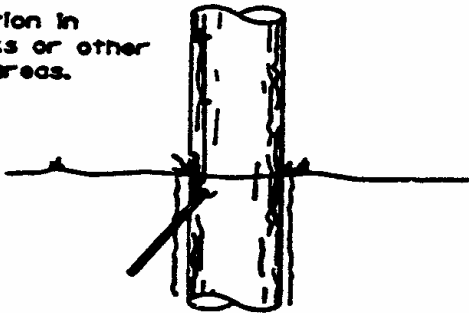
To Transformer

Do Not Tape This Connection

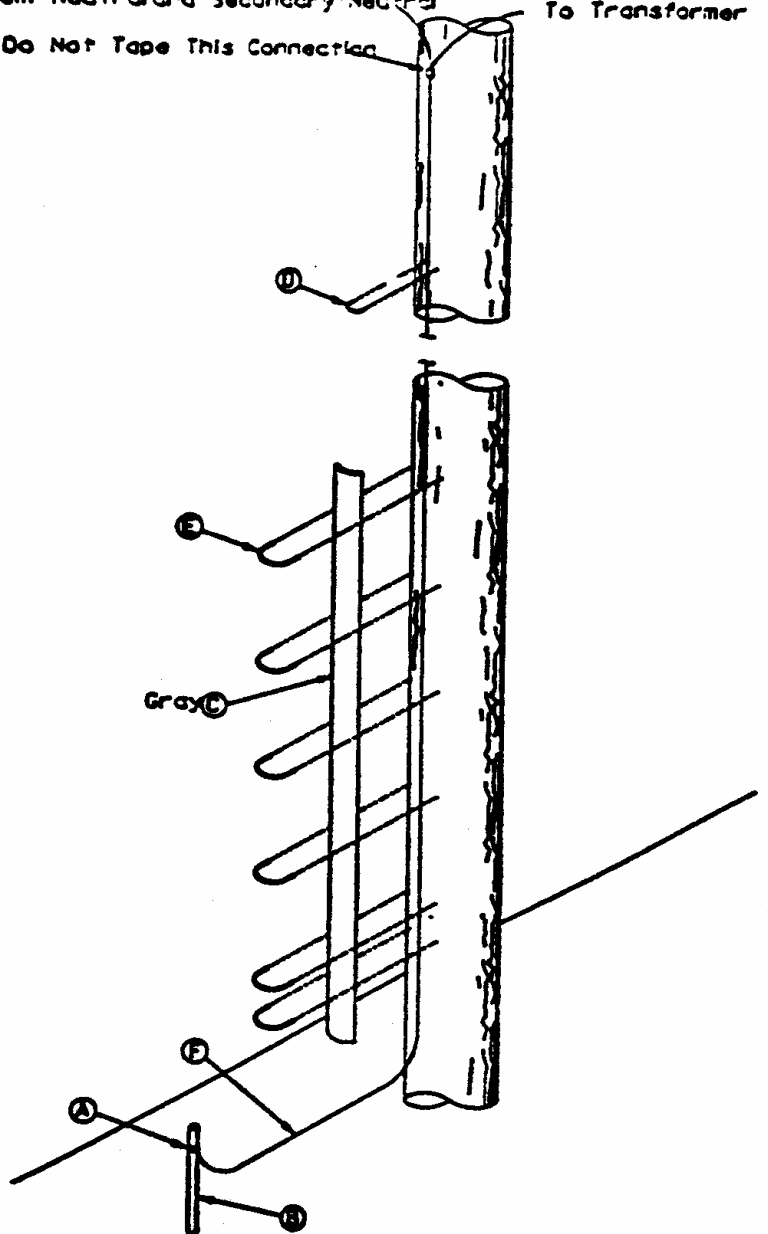


Ground rod must be driven in undisturbed soil and below ground level. The grounding conductor also must be below ground level from the pole to the ground rod.

Installation in sidewalks or other paved areas.



It may be necessary to install the ground rod at a slight angle to properly secure the rod in undisturbed soil.



NOTE: Communication utilities often attach bonds to PGE pole ground wires to enable compliance with NESC 215 C 3.

ITEM	STORES CODE	DESCRIPTION	QUANTITY
A	1-16-525	Ground Rod Clamp	1
B	1-46-221	$\frac{3}{8}$ " x 8' Galv. Ground Rod	1
C	1-65-500	8" Plastic Molding	1
D	5-45-555	1 $\frac{1}{2}$ " Long Staple	18
E	5-45-663	3" Long Staple - 1 $\frac{1}{8}$ " Opening	5
F	6-07-230	No. 4 Bare Copper - Soft Drawn	30'

FIGURE 7: GROUNDING

NOTE: Banners and decorative attachments are subject to a separate PGE Policy & Application for Banners and Decorative Attachments. Contact PGE Utility Asset Management for assistance.

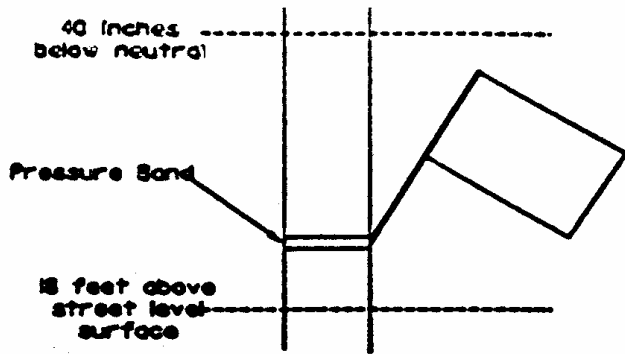


FIGURE 8: SINGLE POLE FLAG

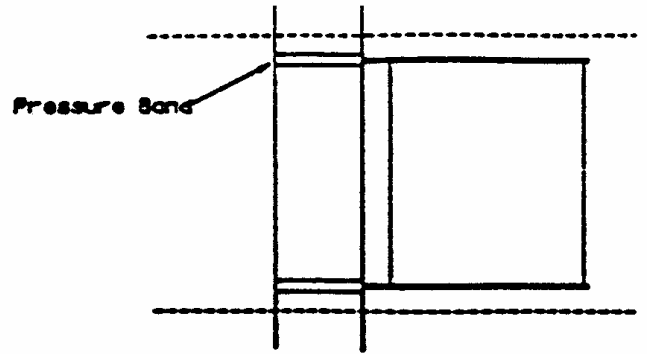


FIGURE 9: SINGLE TOP/BOTTOM HANGER BANNER

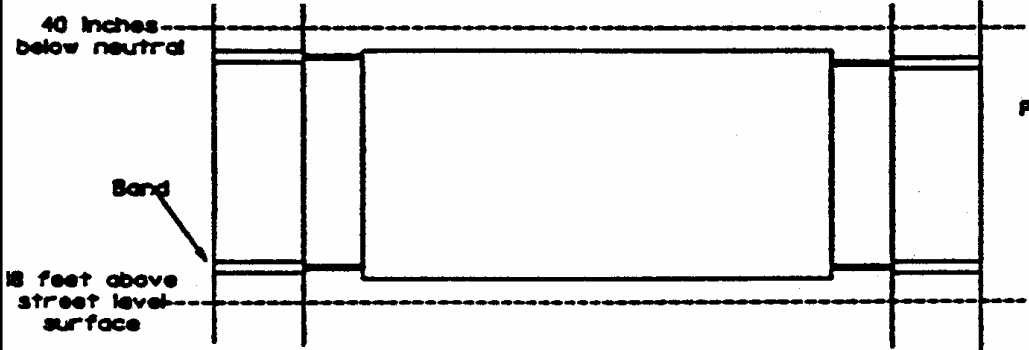


FIGURE 10: CROSS STREET BANNER

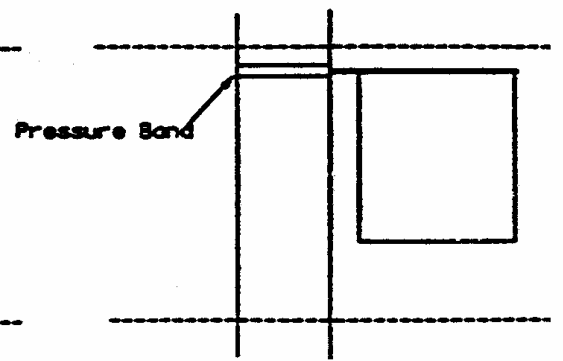


FIGURE 11: SINGLE TOP HANGER BANNER

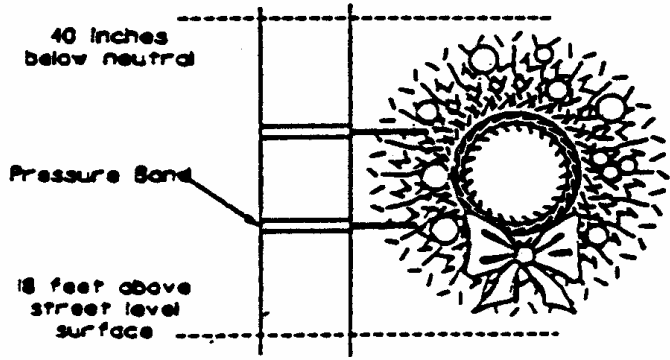


FIGURE 12: HOLIDAY DECORATION

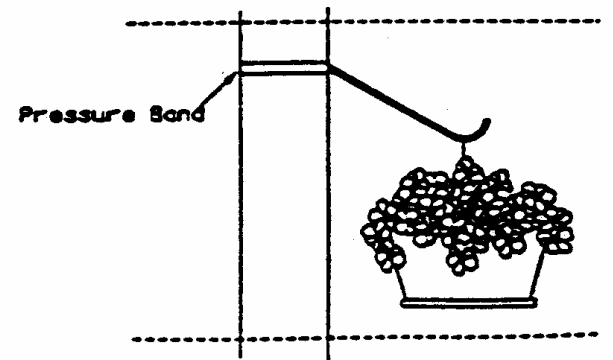


FIGURE 13: FLORAL BASKET

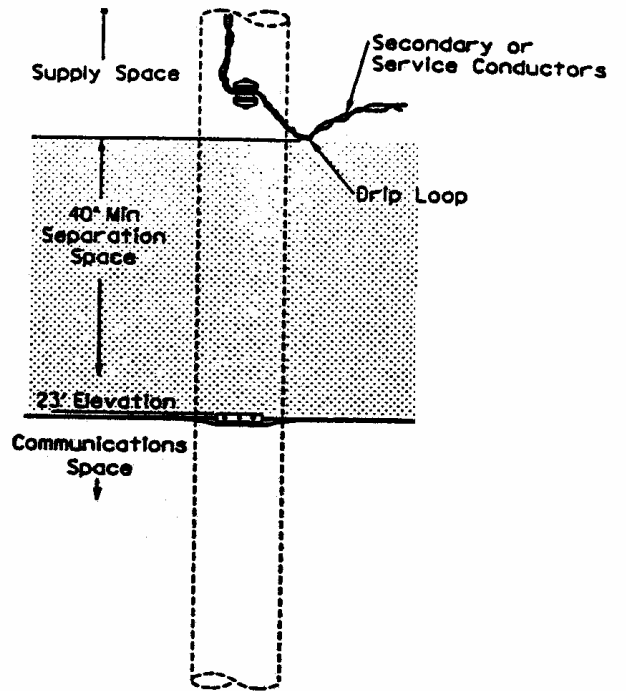
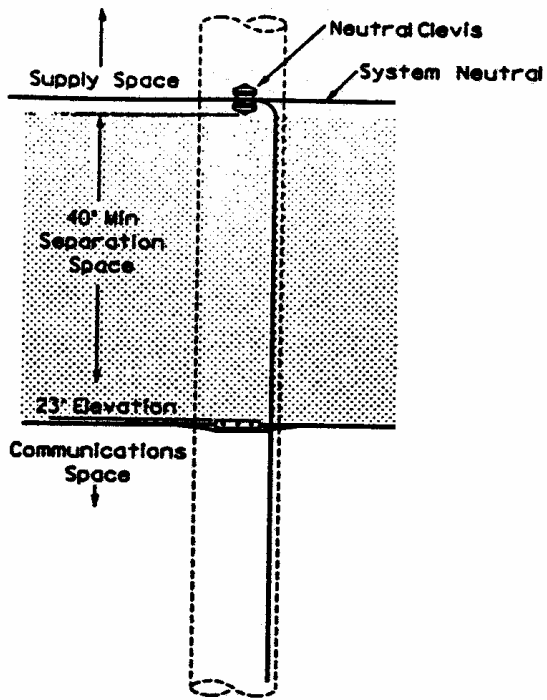


FIGURE 14

DISTRIBUTION CLEARANCES
(AT SUPPORTS)

FIGURE 15

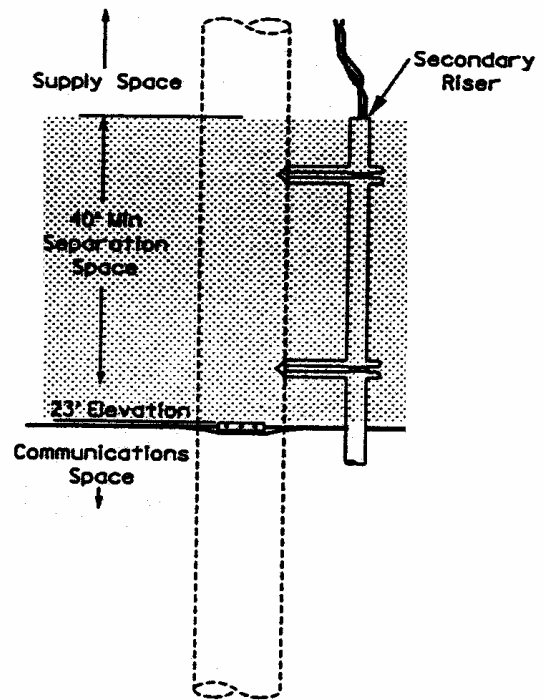
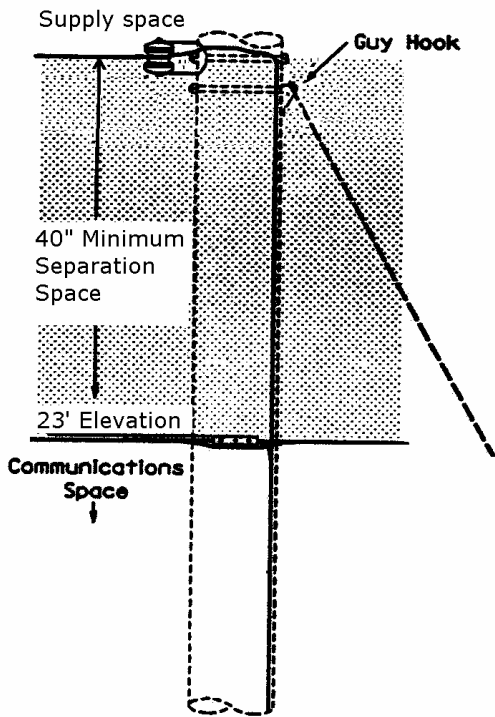


FIGURE 16

FIGURE 17

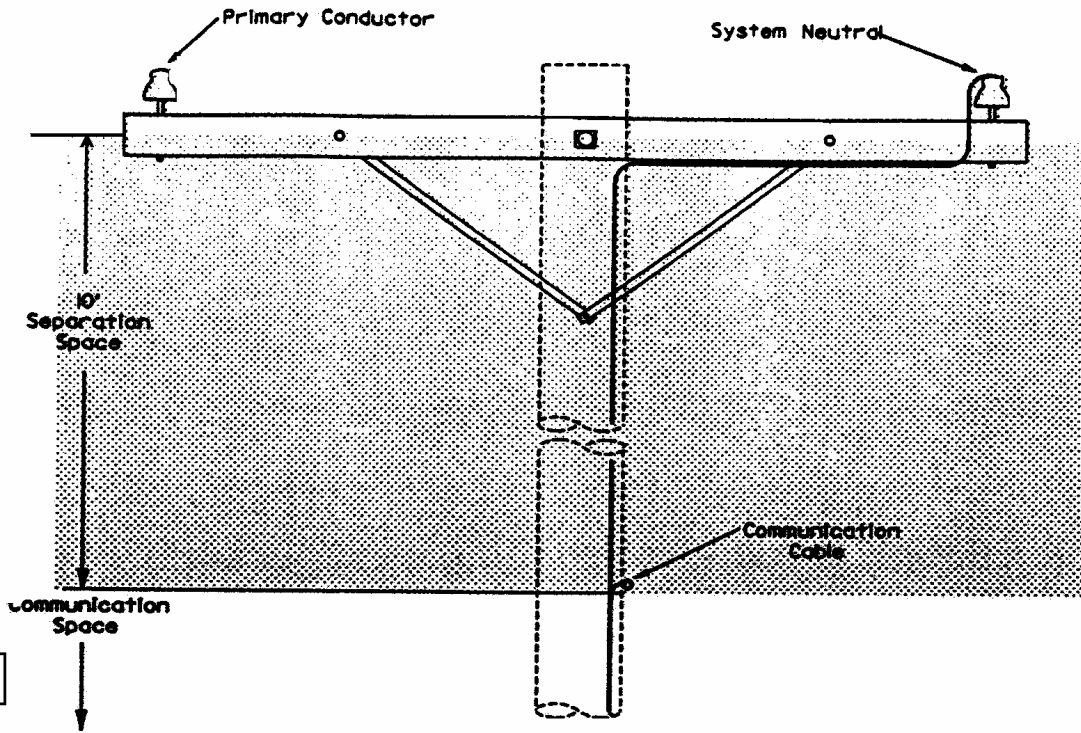


FIGURE 18

DISTRIBUTION CLEARANCES
(AT SUPPORT AND AT MIDSPAN)

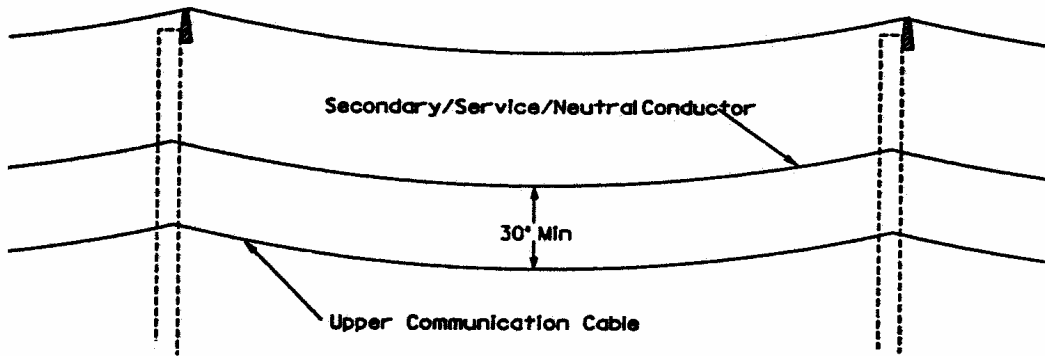


FIGURE 19

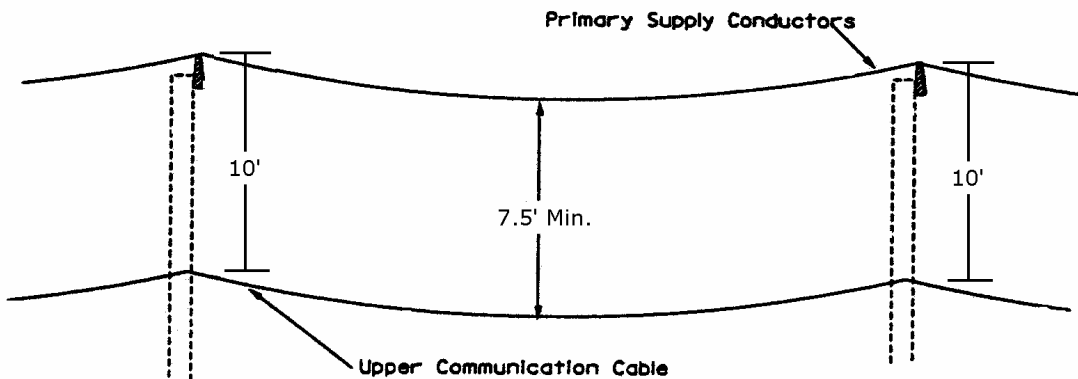


FIGURE 20

For voltages less than 50KV, clearance is 7.5' at midspan. For voltages between 50KV and 814KV, the clearance shall be increased 0.4" per KV at support end and 75% of that at mid-span.

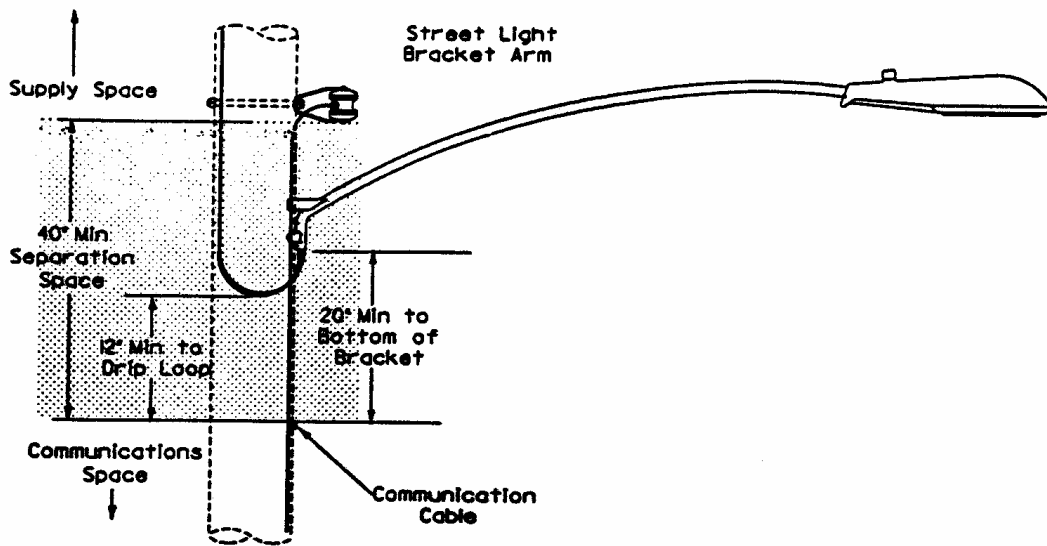


FIGURE 21

STREETLIGHT AND TRAFFIC SIGNAL CLEARANCES

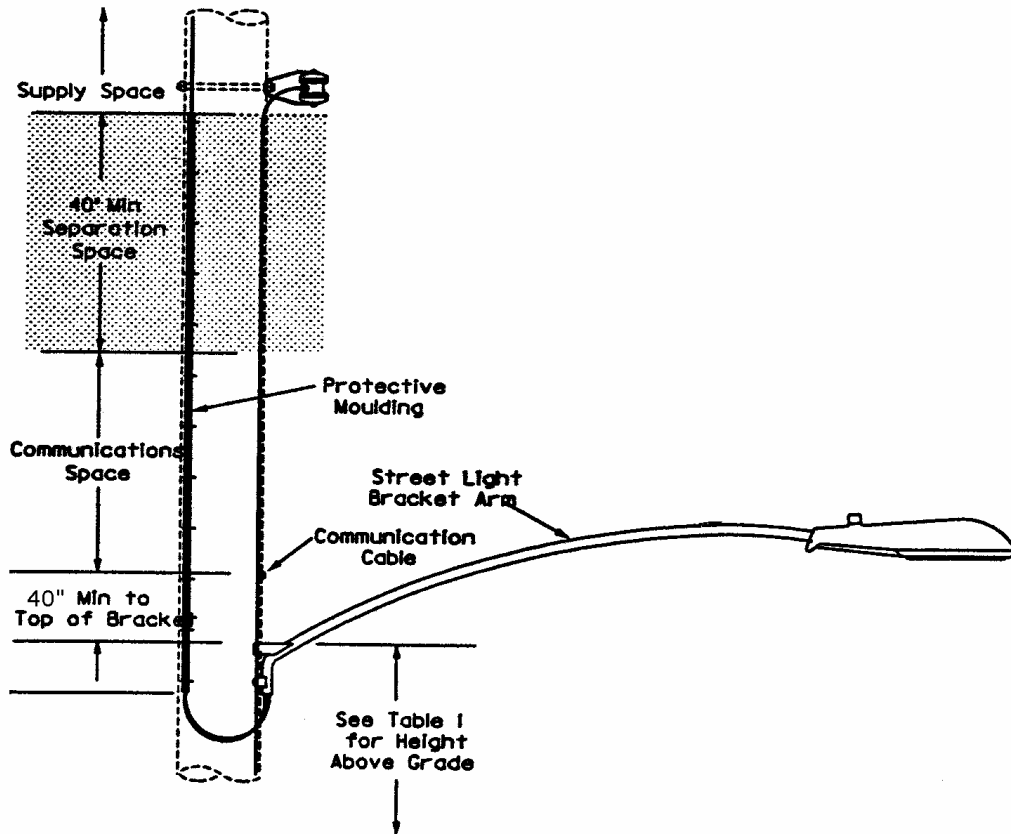


FIGURE 22

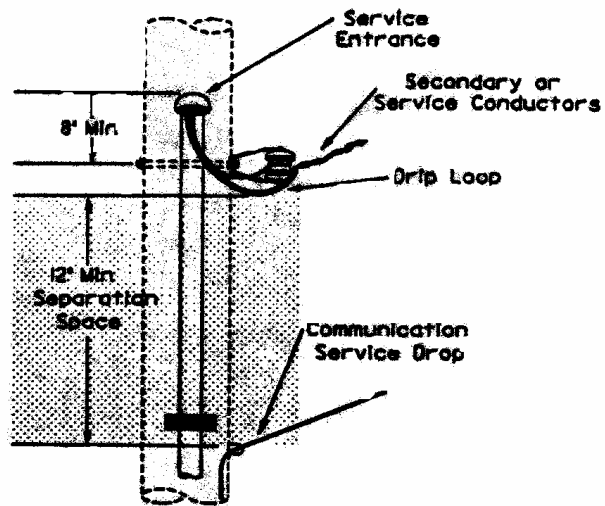


FIGURE 23: SERVICE ENTRANCE CLEARANCE

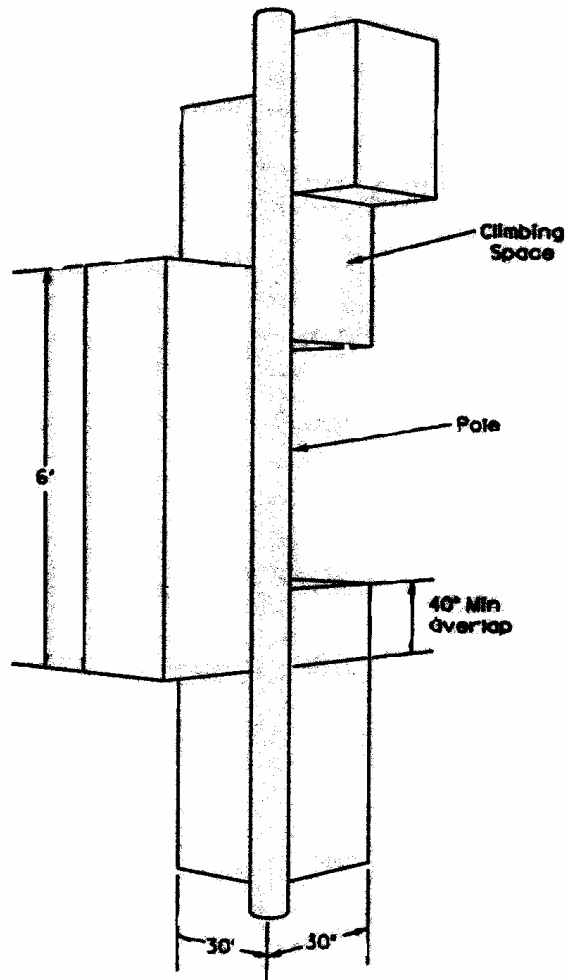


FIGURE 24: CLIMBING SPACE

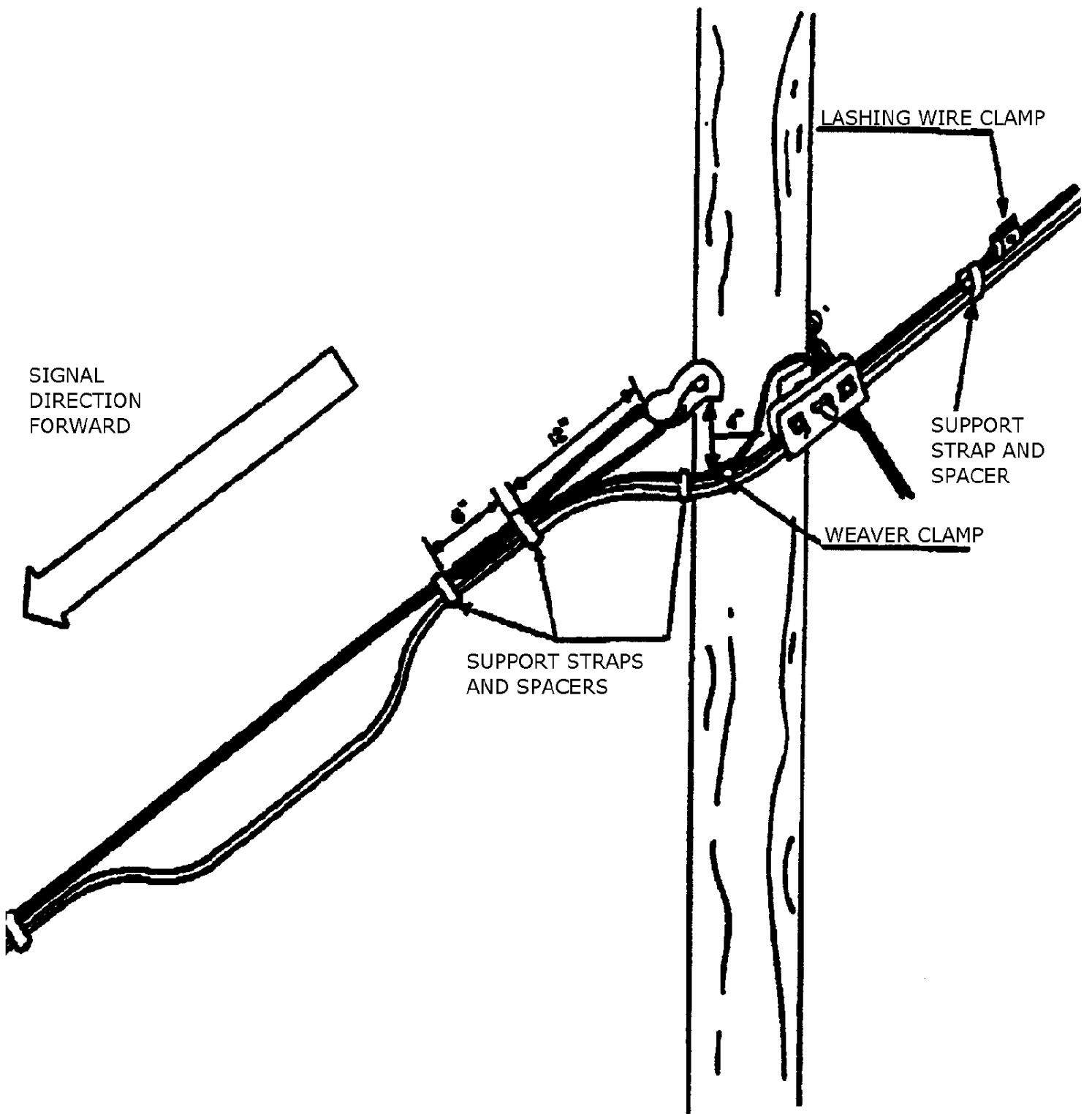


FIGURE 25: FALSE DEAD END FOR SLACK SPAN
= 1 Attachment (assumes one through-bolt), plus flat rate fee for use of PGE anchor. See Exhibit C.

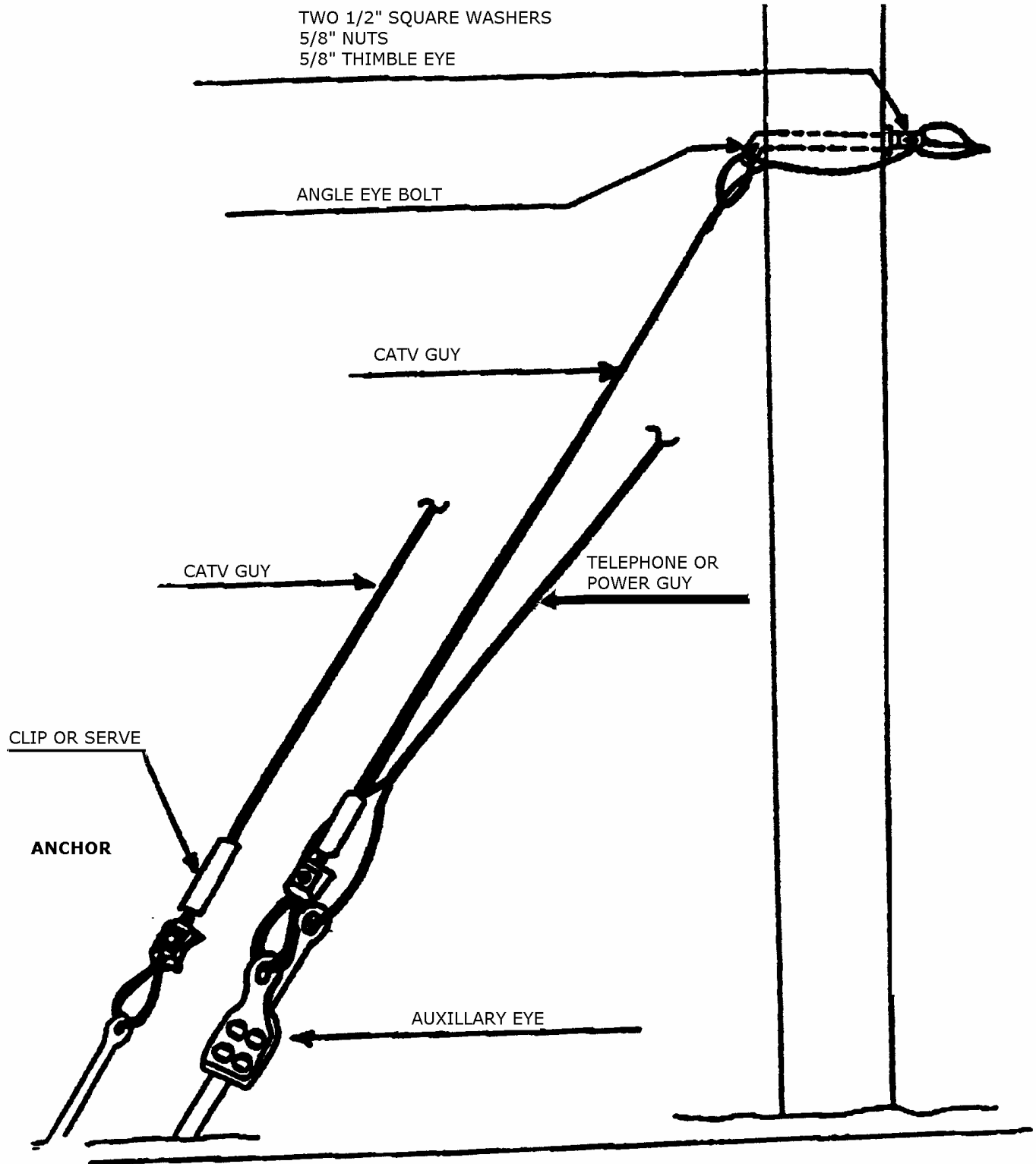


FIGURE 26: POLE FRAMING - DEAD END POLE WITH GUY
 = 1 Attachment (when off of a common bolt), plus flat rate fee for use of PGE anchor.
 See Exhibit C.

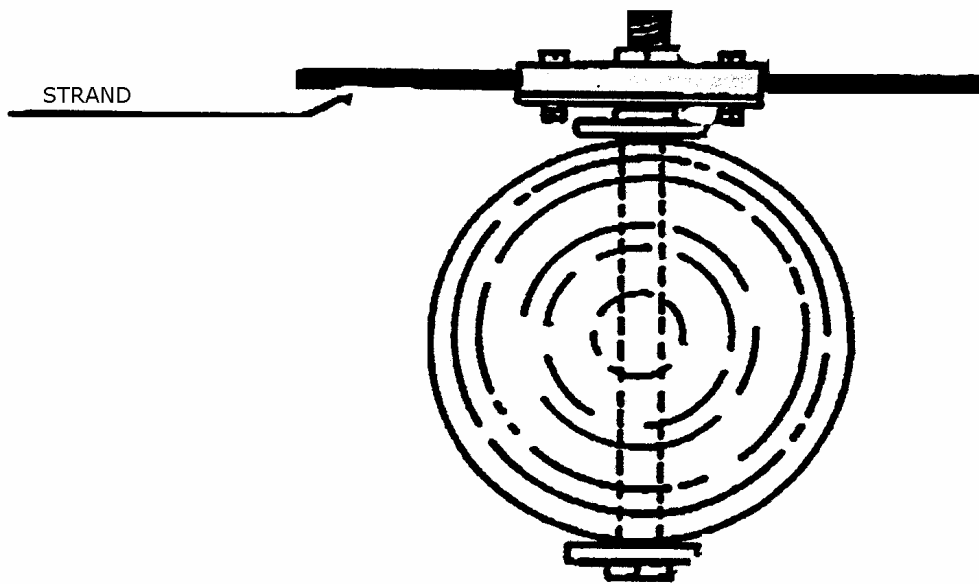


FIGURE 27: STRAIGHT-LINE CONSTRUCTION, A.K.A. TYPICAL POLE ATTACHMENT

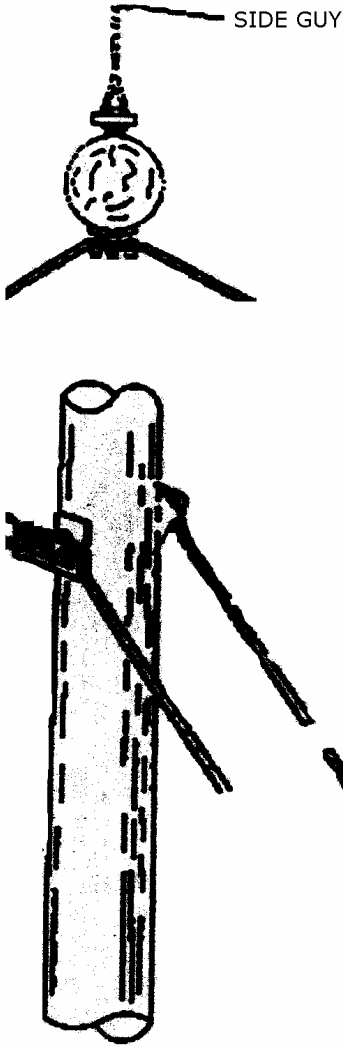


FIGURE 28: SIDE GUY
=1 Attachment, plus flat rate fee for use of PGE anchor. See Exhibit C.

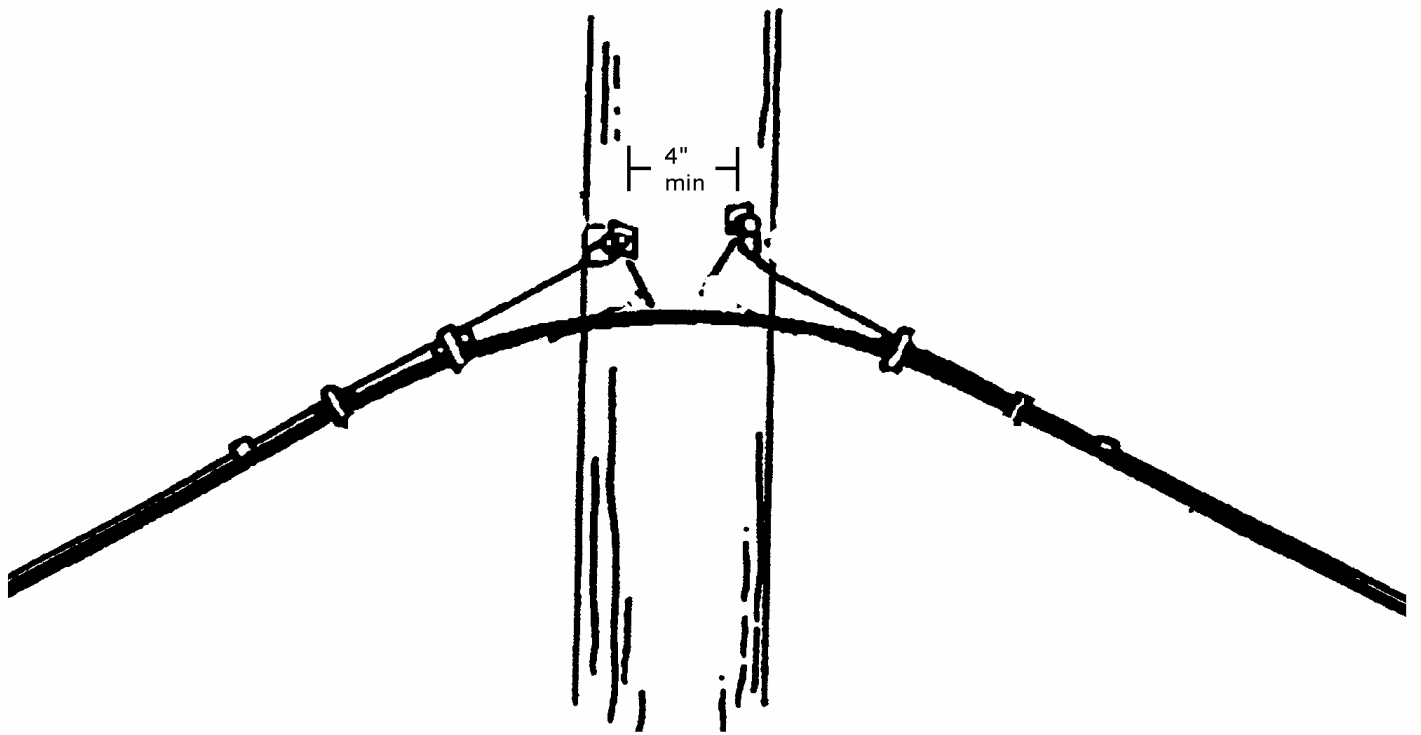
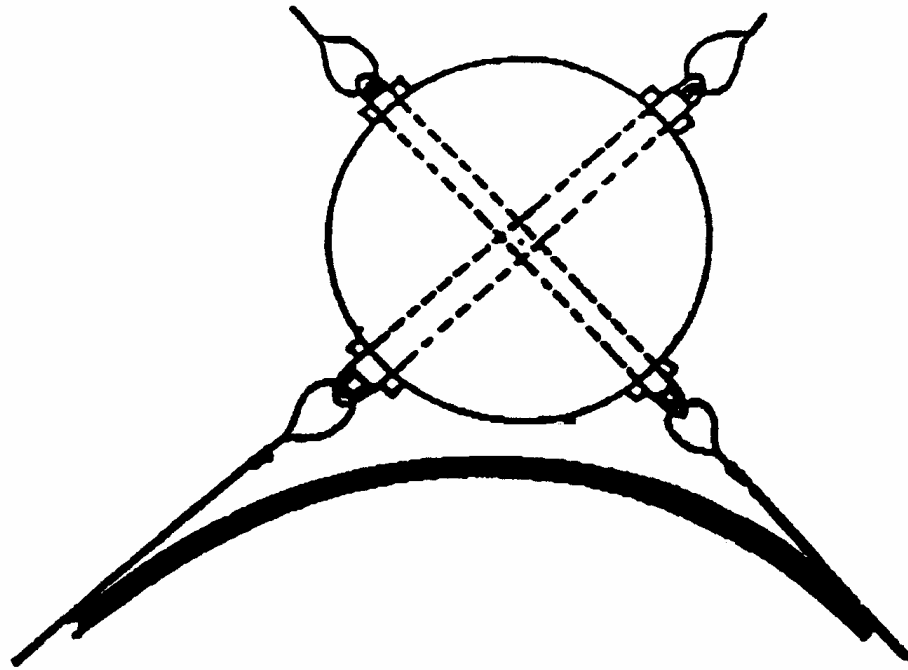


FIGURE 29: RIGHT-ANGLE CORNER, A.K.A. 90-DEGREE CORNER
= 1 Attachment (assumes bolt spacing between 4" and 8"), plus flat rate fee for use of each PGE anchor. See Exhibit C.

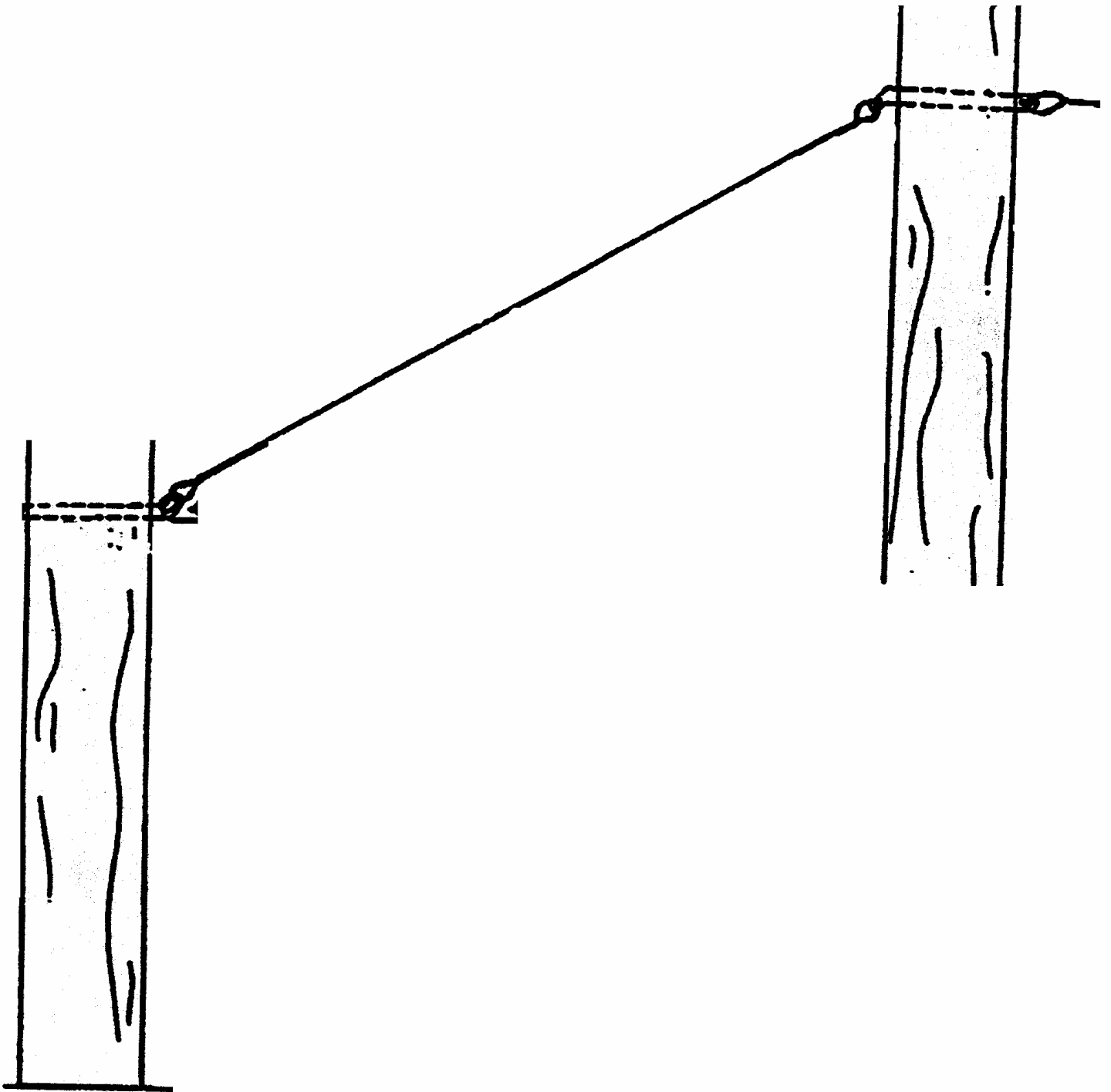


FIGURE 30: POLE TO POLE GUY
= 1 Attachment per pole.

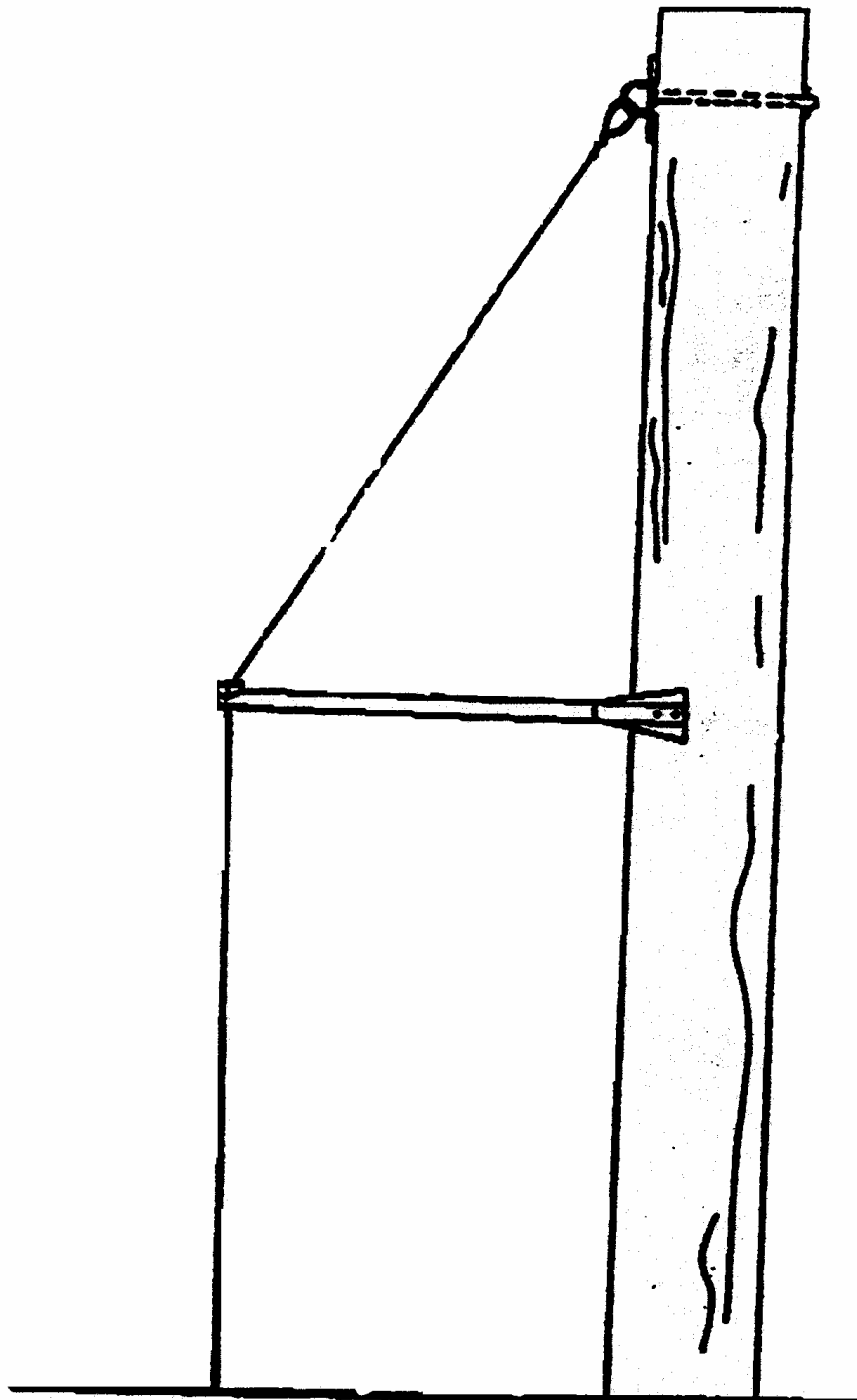


FIGURE 31: SIDEWALK ANCHOR & GUY
= 1 Attachment, plus flat rate fee for use of PGE anchor. See Exhibit C.

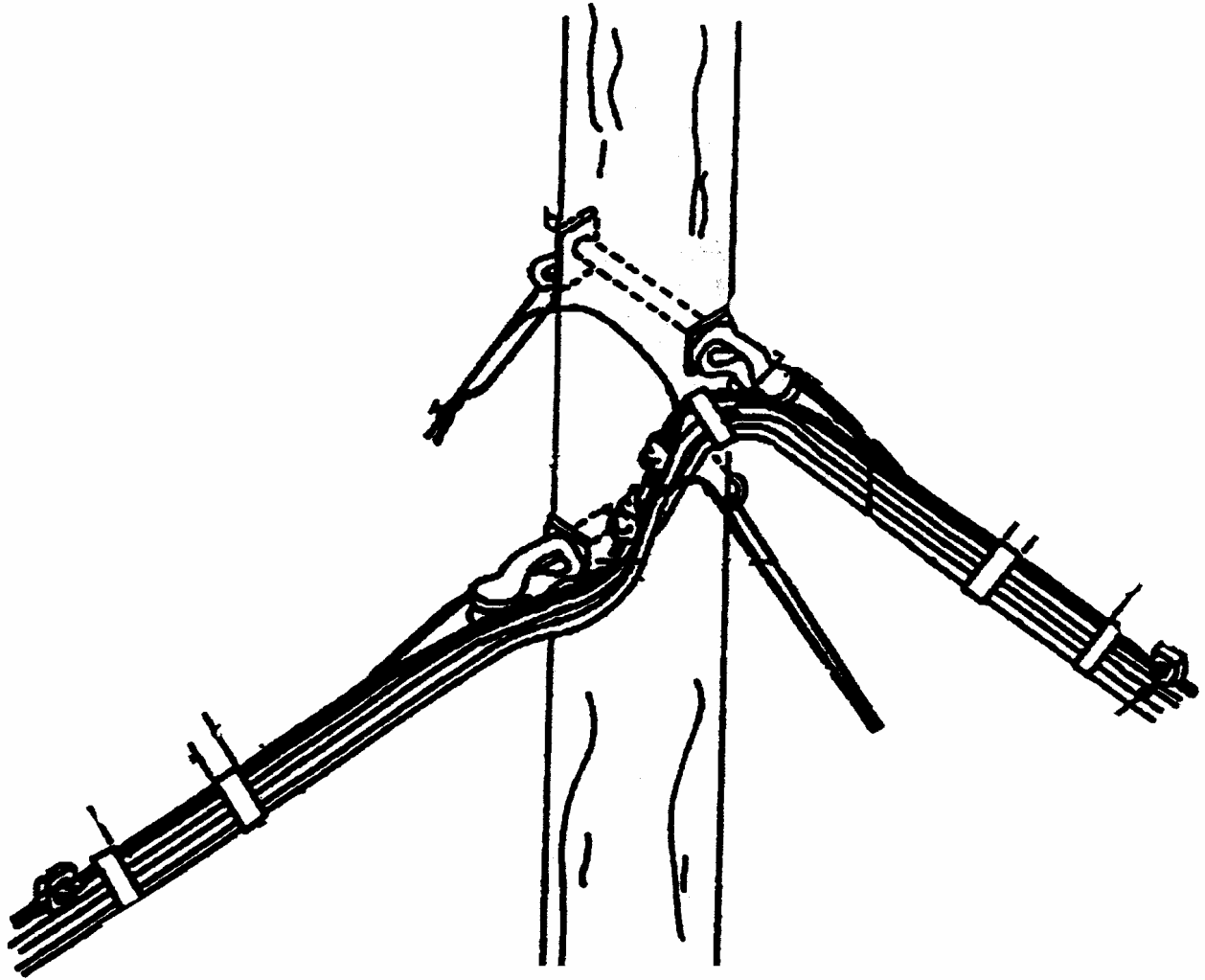


FIGURE 32: DOUBLE DEAD END
= 1 Attachment (assumes one through-bolt), plus flat rate fee for use of PGE anchor.
See Exhibit C.

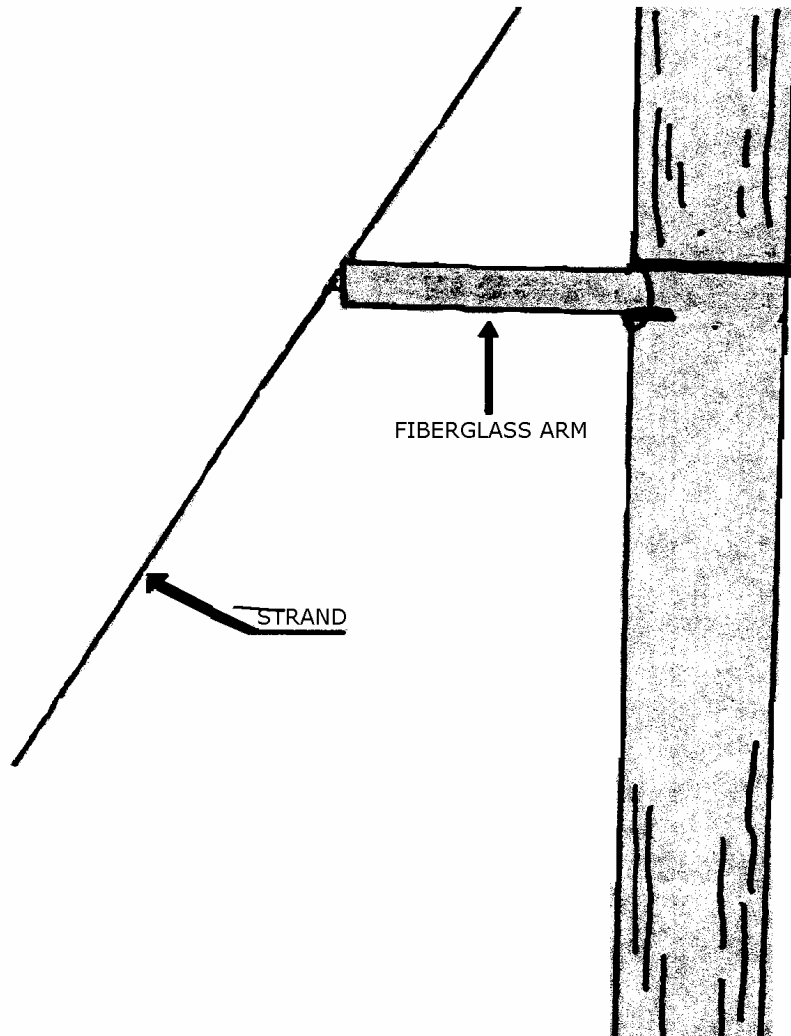


FIGURE 33: FIBERGLASS ARM
= 1 Attachment.

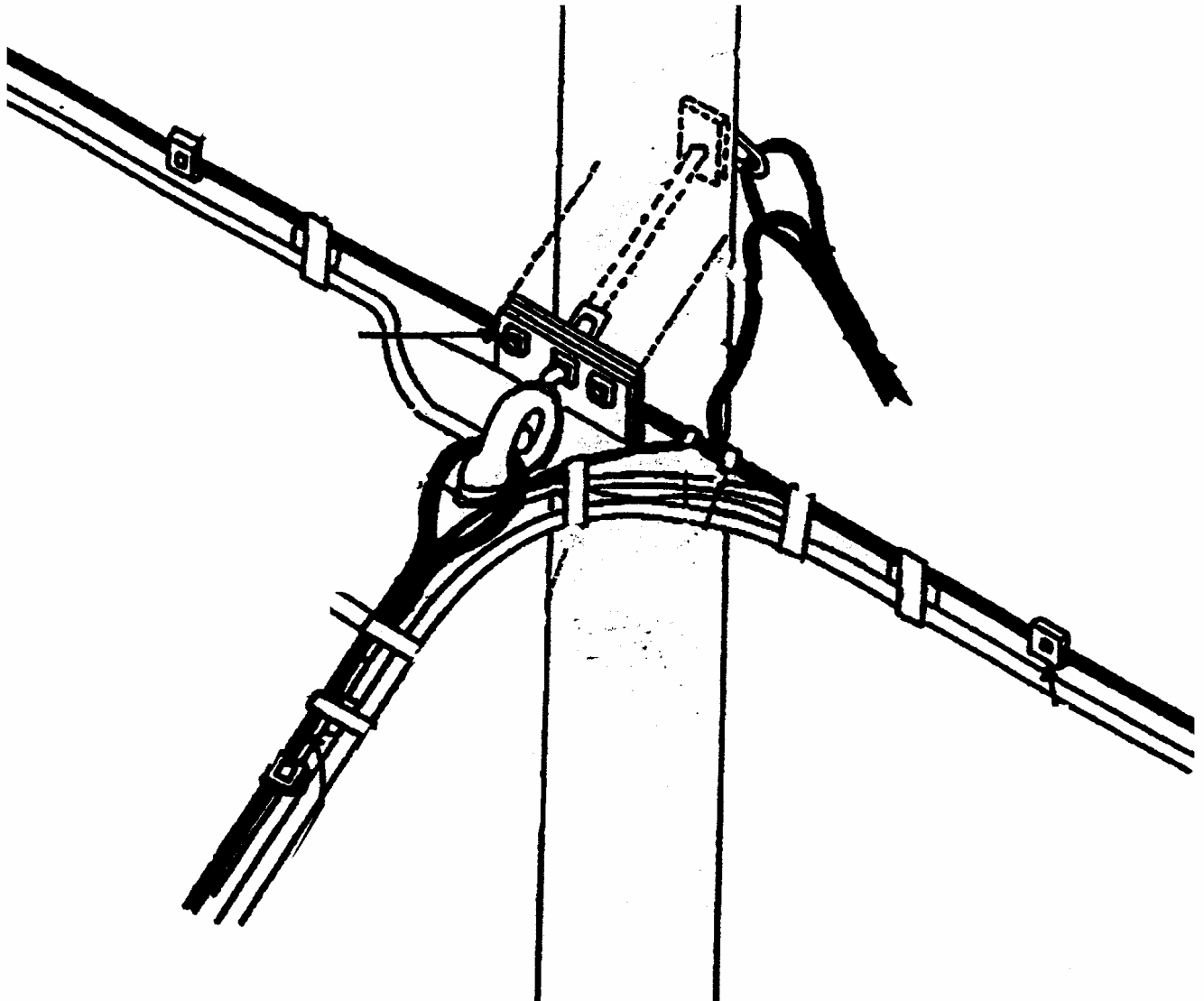


FIGURE 34: BRANCH STRAND TERMINATION, A.K.A. DEAD END WITH THROUGH-PIN = 1 Attachment (assumes one through-bolt), plus flat rate fee for use of PGE anchor. See Exhibit C.

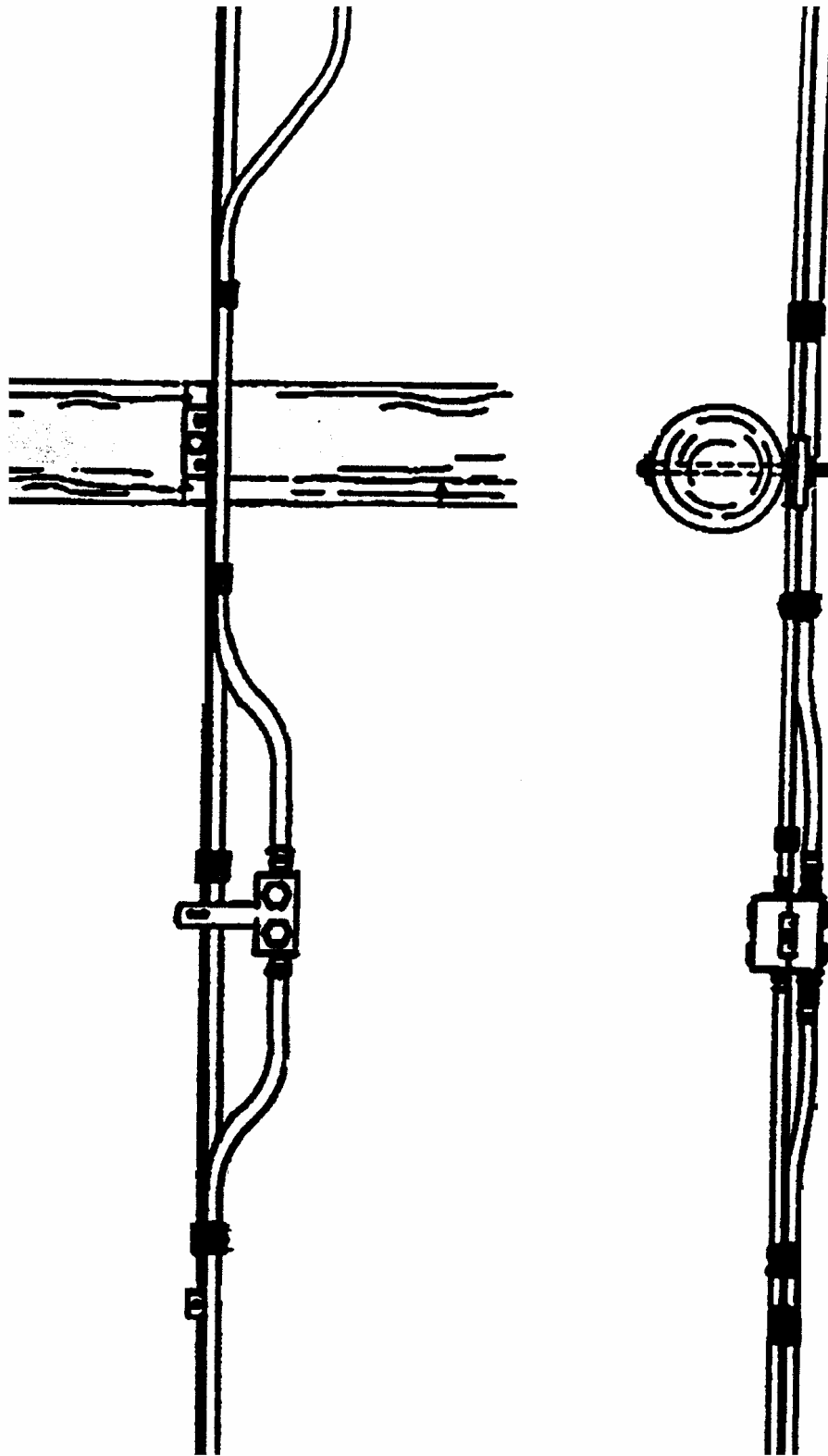


FIGURE 35: MULTI-CABLE RUN

= 1 Attachment for initial permit/installation only. All subsequent additions and/or overlappings require separate permitting and annual attachment fee.

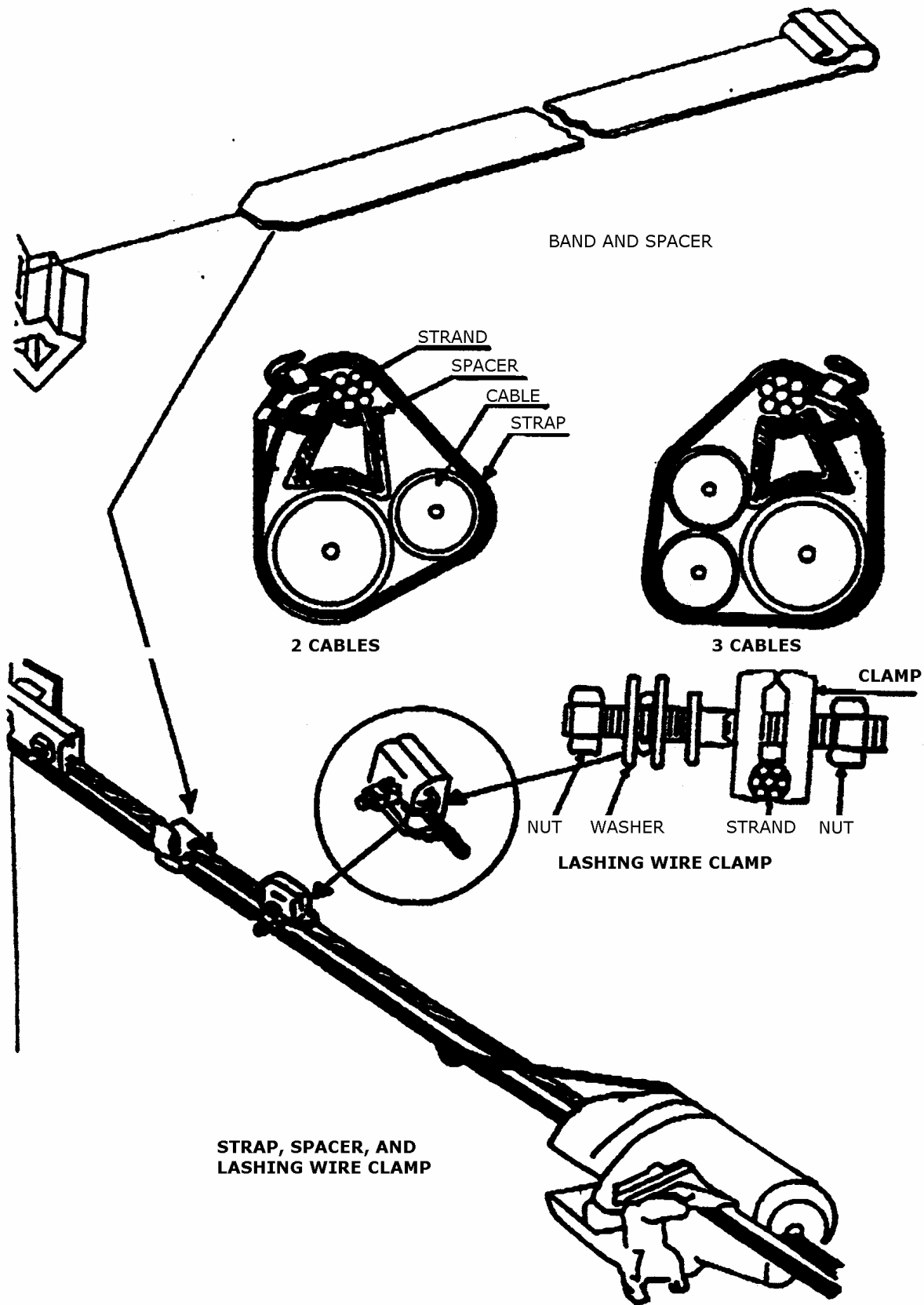


FIGURE 36: MULTI-CABLE RUN (INCLUDING HFC CONFIGURATIONS)
 = 1 Attachment for initial permit/installations only. All subsequent additions and/or overlashings
 require separate permitting and annual rent.

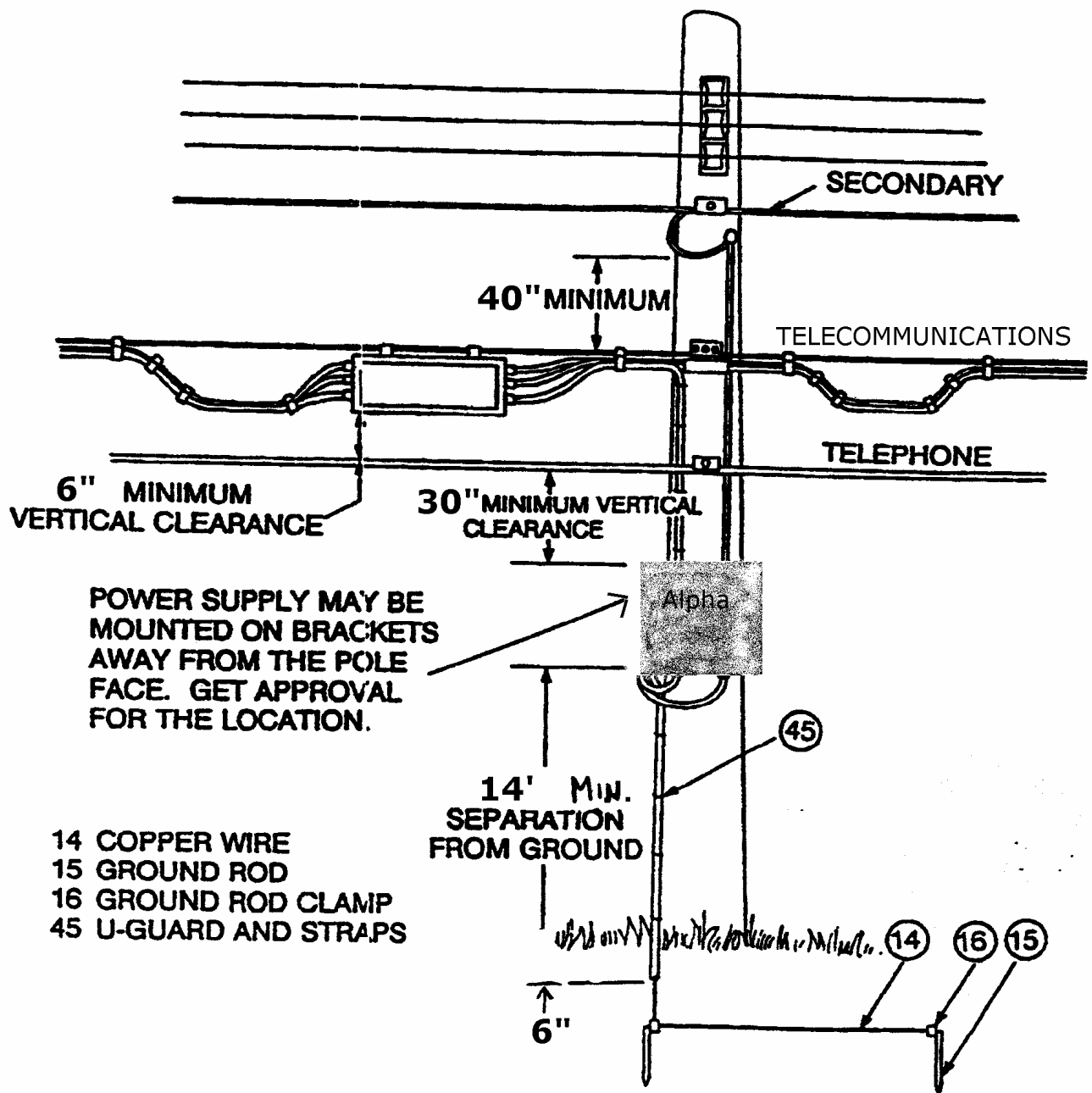


FIGURE 37: POWER SUPPLY = 1 Attachment.

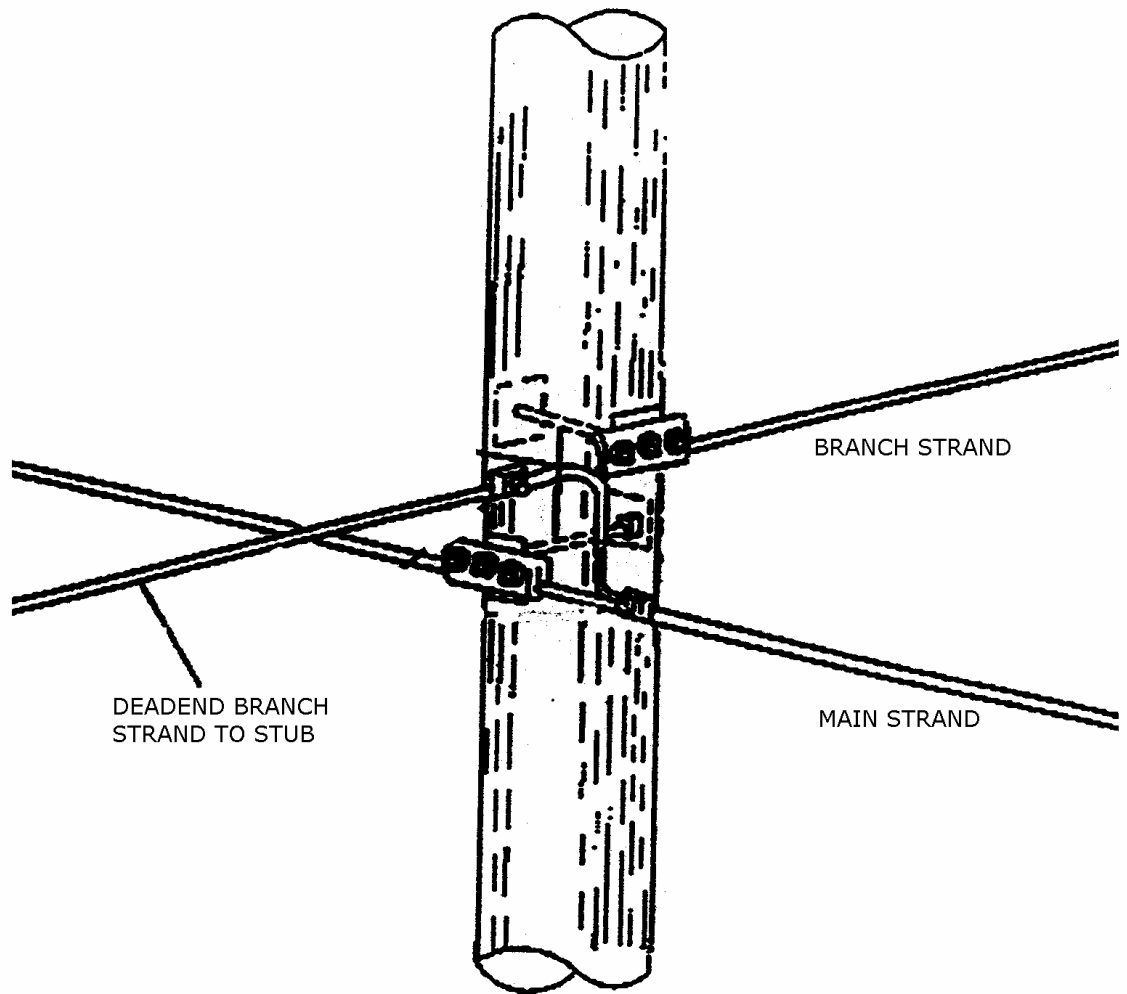


FIGURE 38: CROSS OVER AT POLE
= 2 Attachments.

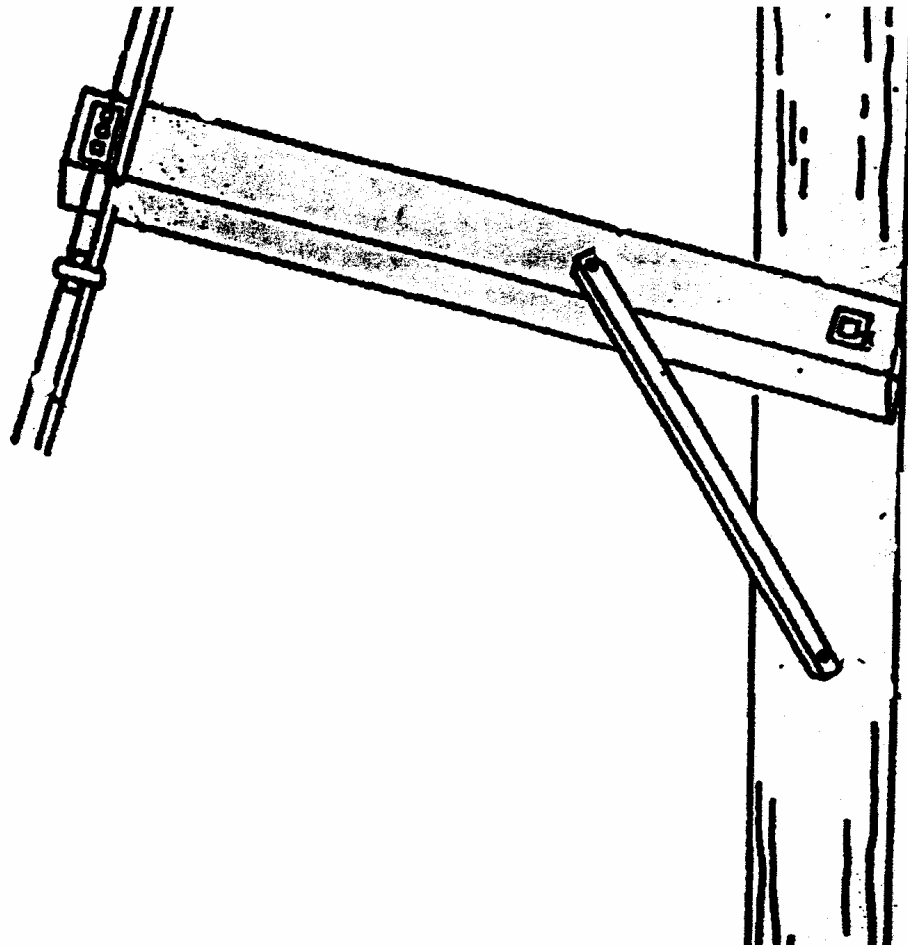


FIGURE 39: ALLEY ARM, A.K.A. EXTENSION ARM
= 1 Attachment for extension arm w/ brace, + 1 Attachment per conductor (total: 2 contacts).

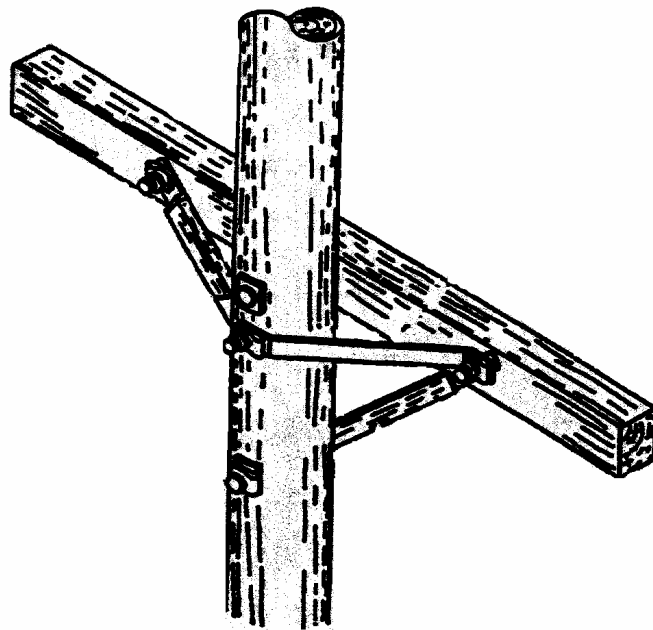


FIGURE 40: CROSS ARM

= 1 Attachment for cross arm w/ brace, + 1 Attachment per conductor (total: 2 contacts).

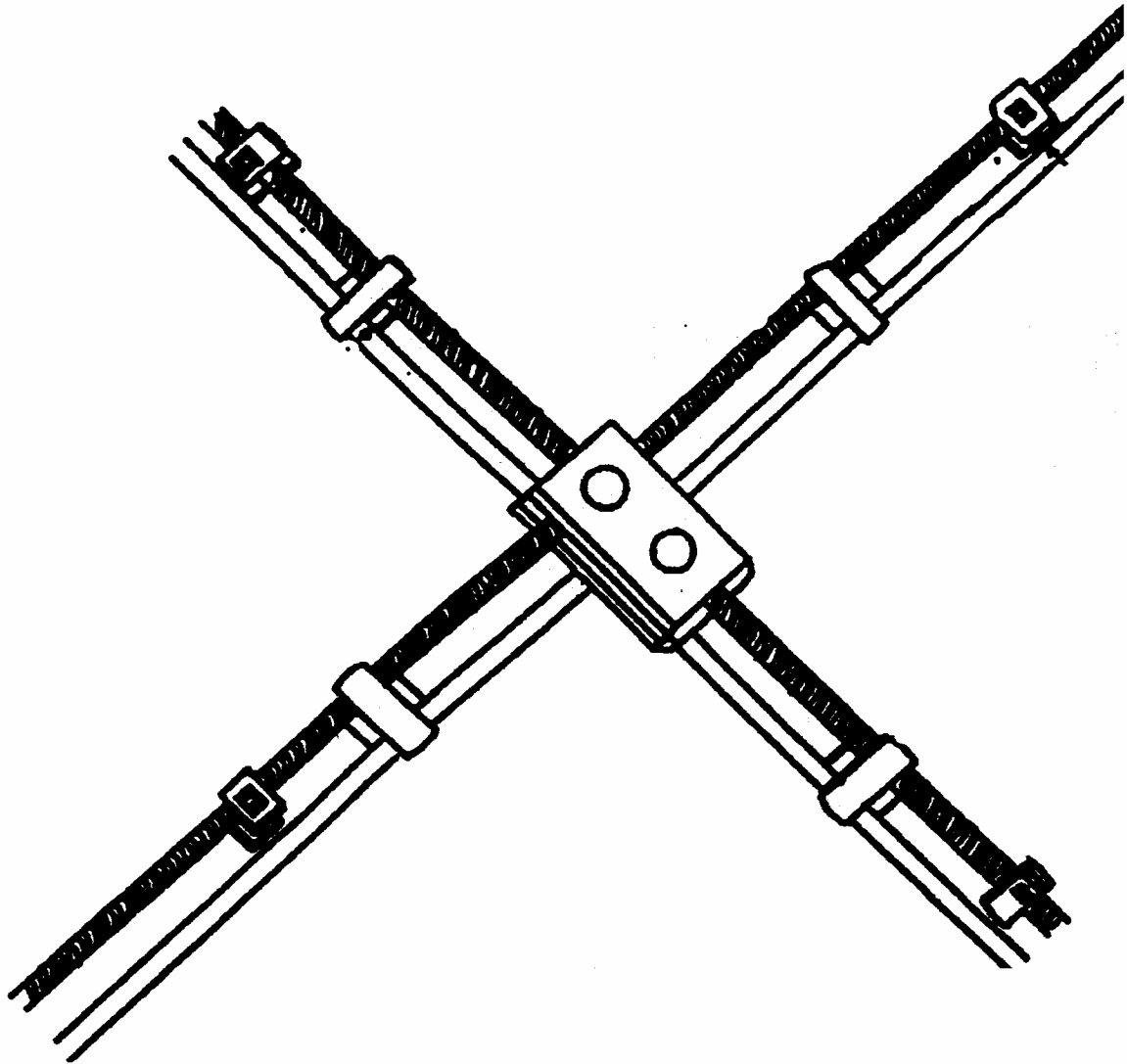


FIGURE 41: MID-SPAN CROSSOVER
= 1 Attachment, assessed to the nearest PGE pole.

EXHIBIT B

PGE POLE ATTACHMENT PERMIT APPLICATION INSTRUCTIONS

FACILITIES ATTACHMENT PROCESS

- 1) **Licensee** submits completed Pole Attachment Permit Applications to PGE's Utility Asset Management (UAM) department. The licensee may request pre-inspection of the proposed attachment. Pre-inspection may be required by PGE under certain circumstances, for example congestion on the pole. PGE will verify ownership of the pole. If pre-inspection is not required, or requested, PGE will determine whether conditional approval of application is merited.
- 2) UAM validates permit and conditionally approves the permit valid for 180 days. If an application is conditionally approved, the licensee attaches in conformance with the contract, permit and OPUC Safety Rules, which include the National Electric Safety Rules (NESC).
- 3) Pre-inspection-- **UAM Field Inspector** performs field inspection at the pole, to confirm that the requested Attachment to existing PGE Facilities is allowable and prepare cost estimate for any make ready required.
- 4) **UAM Field Inspector** will either...
 - a. Approve the Attachment, identifying approved Attachment elevation.
 - OR
 - b. Reject the request and note any required make-ready work (i.e. rearrangement of facilities, new pole) needed to approve Attachment.
- 5) If approved, **licensee** attaches at indicated location, in accordance with NESC requirements and the *PGE Attachment Specifications*.
- 6) PGE has the option to post-inspect Attachments to ensure construction or installation complies with permit, contract and Commission Safety Rules.
- 7) UAM notifies Licensee of inspection. If failed, the licensee must
 - a. Correct a structural failure within 7 days or be liable for the cost to correct
 - b. Correct a non-structural failure within 30 days or be subject to sanctions.

Permitting & Timelines:

- The general rule is that all licensee attachments to PGE poles must be permitted prior to making the attachment..
- A pole occupant may install a service drop without the permit required, but the pole occupant must apply for a permit within seven days of installation; (OAR 860-028-120)(3).
- Upon receiving a permit application, PGE will notify the applicant within 15 days of conditional approval or noting any deficiencies.
- Whenever PGE installs a new set pole, PGE allows the pole occupant 90 days from the date the licensee is notified that the pole has been set and the licensee's transfer step is ready for action.
- An approved permit is valid for 180 days.
- The Pole occupant is required to notify Utility.Asset.Management@pgn.com that the construction is complete within 45 days of the construction complete date. Please include the permit number and the access number of the application in your email.
- UAM will inspect installed attachment within 90 days of notice and notify licensee as to whether the attachment passes or fails.
- If the attachment is deemed a structural failure, the licensee will have 7 days to correct deficiencies or physically disconnect and submit a disconnect notice.
- If the attachment is deemed a non-structural failure, licensee will have thirty days to correct deficiencies or be subject to sanctions.

Completing the Permit Application Form

Please maintain the integrity of the Permit Application form. Reformatting the spreadsheet by adding or rearranging columns, adding and renaming sheets will hinder our permitting process.

Required Information:

To accurately process Pole Attachment Permit Applications, PGE requires the following information:

1. Renter Code (Entered by Licensee)
2. Permit Number (Assigned by Licensee)
 - Indicate applicable permit type
 - Provide scheduled construction date or installation date if already installed
- PGE Pole Number
3. PGE Map Number (Grid#, ie D11-13B)
4. Applicant Sketch/Map# (Identify pole location)
5. Location/Address: Please include exact address (If not available, please give street and cross street or reference poles)
6. Pole Height, Class, Year Set
7. Equipment Type :
(you may use the following abbreviations)
 - ML** = Mainline of any type. Including hybrid-fiber coax (HFC), coax, fiber, large telco conductor, etc.
 - SD** = Service Drop
 - PS** = Power Supply
 - GUY** = This will be used for overhead guys and extended messengers.

GUY X 2 (2nd Bolt) = Used when a 2nd bolt was used for either a down guy or OH guy extension.

RISER = Indicate desire to use PGE or Licensee standoff brackets

8. Total Diameter: Please provide total diameter (in inches) of cable attachment or overlash bundle.
9. Max Working Tension (not ultimate or breaking strength)
10. Arm Type: Indicate "A" for Alley Arm, "C" for Crossarm, "F" for Fiberglass extension arm (note: Fiberglass extension arms, \leq 30 inches in length, are not considered an additional Attachment)
11. Arm Length
12. Conduit Riser: Indicate "P" if intending to use PGE standoff brackets, indicate "L" if intending to use Licensee standoff brackets.
13. Span Lengths: Indicate spans both directions from pole.
14. Space: The amount of space the attachments will use
15. Requested Attachment Height (Note: For power supplies, the measurement is made to bottom of box, must be minimum of 15' AGL)
16. FS or SS: Indicate whether attachment is intended to be on Field Side or Street Side.
17. Attach to Anchor: Indicate "P" is intending to attach guy to existing PGE Anchor, indicate "L" if Licensee intends to install own anchor.

Permitting Guidelines:

Please adhere to these guidelines when submitting Pole Attachment Permit Applications:

- A separate permit application should be submitted for each PGE quartered map section.
- Multiple permit application sheets for the same permit number and quartered map section are allowed, with a maximum 10 consecutive poles per sheet (100 poles per permit)

Post Construction Inspection

Attachment Passes: Licensee will be so notified.

Attachment Fails:

Licensee will be notified of any attachment that fails to meet conditional permit. Licensee will have thirty days to correct any deficiencies and communicate back to PGE correction is made. If the attachment fails because the structural analysis fails, licensee will have seven days to remove the attachment and so notify UAM with a disconnect notice, or will be fully liable for correcting the deficiency including installation of a new pole by PGE sufficient to handle the additional attachment.

Resubmittal of Permit by Licensee: This assumes a permit had been submitted and rejected, and the licensee is now ready to resubmit the permit to PGE.

Code Violation –

If the licensee was able to self-correct the code violation, a new permit application listing only those poles that were previously rejected, is simply resubmitted to PGE. Note: Please take care that the resubmitted permit does not have any previous PGE billing data or other data that may cause confusion when received by the PGE Permit Coordinator. The licensee should use the same permit # and reference the original application (including the date of original submittal). Indicate in the **Licensee Notes* field that this is a "RESUBMITTAL" and specify "POLE NUMBER" "TYPE OF CODE VIOLATION THAT HAS BEEN CORRECTED" or "PROPOSED CORRECTION PLAN...BY DATE MMDDYY." For more examples, see also UAM's Rejected Poles Process.

Make Ready Authorization –

To authorize make ready costs, the licensee must resubmit a new permit application listing only those poles that were previously rejected. Note: Please take care that the resubmitted permit does not have any previous PGE billing data or other data that may cause confusion when received by the PGE Permit Coordinator. The licensee should use the same permit # and reference the original application (including the date of original submittal). Indicate in the *Licensee Notes field that this is a “*RESUBMITTAL: POLE NUMBER -MAKE READY AUTHORIZATION.*”

The licensee needs to restate the PGE cost estimate \$ amount that is being authorized by the resubmittal. PGE will not initiate the actual design process until the make ready cost has been authorized by the licensee. Note: It is PGE’s policy to receive a new make ready authorization in writing (email, NJUNS, memo, etc.) from the licensee for design estimates (cost estimate developed after detailed design work is complete) that exceed the “original” cost estimate by more than 10%. Make ready work shall be billed at the final design estimated cost. For more examples, see also UAM’s Rejected Poles Process.

Application prompted by PGE:

If you have been notified by PGE to permit for Attachments on a PGE pole, please enclose a copy of the *Work for Other Utilities Notice* (WFOU in paper form) or NJUNS Pole Transfer Electronic Notification with the permit. This precludes double billing for any previous charges incurred.

Unauthorized Attachment Sanctions:

If you make an Attachment prior to permitting, PGE may assess Unauthorized Attachment sanctions in accordance with your Agreement. It is important that you attach supporting documentation (such as a dated construction map or work order) to the permit application indicating when Attachments were made.

Maps:

It may be advantageous to work directly from a PGE map showing our facilities and poles. Maps of GIS Standard Map Products (Existing Service) may be requested and picked up at Portland General Electric, Geospatial Information Services, 3700 SE 17th Ave, Portland, Oregon, 97202, (503) 736-5501.

Maps for New Construction may also be requested and picked up at your local PGE Service Center. See Exhibit C, the PGE Fee Schedule, for pricing. PGE will verify the number of maps that make up each section and the total cost. PGE can mail the maps to you. PGE will send the invoice directly to your office.

Maps required for resolving code violations specifically identified by PGE through the FITNES or Utility Asset Management (UAM) inspection processes, may be requested directly through the UAM Department.

Disconnect Notices

If Licensee wishes to remove an Attachment, it must send Written Notice to PGE of its intent to remove the Attachment (“Disconnect Notice”). The Disconnect Notice must include the following information:

1. Renter Code (Entered by Licensee)
2. Permit Number (Assigned by Licensee)
3. PGE Pole Number
4. PGE Map Number (Grid#, i.e. D11-13B)

The Attachment will be considered active, and where applicable charged Annual Rent and other fees, until a Disconnect Notice is received by PGE.

Form

PGE Permit Application Form is created in Microsoft Excel. The most recent form has a footer version 1.1. Please do not reformat application. Any change to the format of this permit application form will cause problems with its printing and processing. The form has been designed to fit 11x 17 in paper sheet. The Form should be submitted electronically to: utility.asset.management@pgn.com

- (1) Customer has the option of requesting that a UAM Field Inspector assist in design and route selection, prior to submitting Permit Applications.
- (2) Attachments made prior to receiving authorization from UAM shall be considered Unauthorized Attachments and subject to sanctions.



PORTLAND GENERAL ELECTRIC POLE ATTACHMENT PERMIT APPLICATION For Wireline Attachments to Distribution (or Transmission with Distribution Underbuild) Poles

Permit Submittal Information	
Date Submitted:	Resubmitted:
Licensee:	
Submit by:	
Authorized:	
Date:	Phone:
Pre-Inspection (if applicable)	
<input type="checkbox"/> Pre-Inspection Requested <input type="checkbox"/> Structural Analysis <input type="checkbox"/> PGE Anchor <input type="checkbox"/> Make Ready Requested Reason for Pre-insp:	
Permit Type (Check One)	
<input type="checkbox"/> New Attachment Scheduled Install Date: _____ <input type="checkbox"/> Already Installed Attachments Date: _____ <input type="checkbox"/> Attachments Id'd on PGE Audit; Year _____ <input type="checkbox"/> Modification to Existing Attachments <input type="checkbox"/> Overlash <input type="checkbox"/> Rebuild <input type="checkbox"/> Reconfigure <input type="checkbox"/> Other _____ <input type="checkbox"/> Make Ready Estimate Authorized _____ (Date) <input type="checkbox"/> Code Violation Correction <input type="checkbox"/> Removal/Cancellation of Attachments (DN)	

USE EXISTING PERMIT #

General Information	
Licensee Code	
Permit Number	
City	County
NJUNS Pole Transfer # (if applicable):	
PGE Work Order / Audit Invoice #	
Licensee Work Order # (if applicable):	
Construction Complete Date:	
Licensee Map Attached: <input type="checkbox"/>	
Thomas Guide: _____	
Access Entry# _____	
Validation Complete Date: _____	
PGE Coordinator: _____	

BILLING WILL BE INVOICED UPON POST INSPECTION. MAKE READY WILL BE BILLED UPON COMPLETION OF PGE JOB.

Billing Information:	Invoice # (Cond. Appr.)			Invoice # (Post-Insp)			Invoice# (Other)		
	Units	Rate	TOTAL	Units	Rate	TOTAL	Units	Rate	TOTAL
Rent (per attachment)		\$	-		\$	-		\$	-
Backrent		\$	-		\$	-		\$	-
Application Fee		\$	-		\$	-		\$	-
Permit Processing per Pole Fee		\$	-		\$	-		\$	-
Inspection Fee (per hour)		\$	-		\$	-		\$	-
UA Sanction		\$	-		\$	-		\$	-
CV Sanction		\$	-		\$	-		\$	-
Other costs:		\$	-		\$	-		\$	-
Total Costs:		\$	-		\$	-		\$	-

Pole Owner Approval	By:	Date	Hours
Pre-Inspection:			
Pre-insp. Processed By:			
Conditionally Approved:			
Make Ready Inspection:			
Post-insp. Prepped By:			
Post-Inspection:			
Post-insp. Processed By:			
Final Approved By:			

Legend
Arm Type: A=Alley, X=Crossarm, F=Fiberglass NT=No Tag; BT= Bad Tag FS= Field Side or SS= Street Side P = PGE; L = Licensee; STP = Strapped to Pole C = Compliant; F = Failure; FST = Failure (Structural) FN = Failed (non-compliance) FA = Failed to meet conditions, but acceptable A = Accepted - R = Rejected - M = Modified <input type="checkbox"/> Provided by Licensee <input type="checkbox"/> Provided by Owner

Submission of this permit application constitutes licensee's acceptance of PGE's standard permit conditions. Licensee understands that the failure to meet a condition of approval means a failure to install in accordance with the permit and may render the permit denied.

PGE NOTES TO LICENSEE:

Licensee Notes

PGE Pole #	PGE Map #	Location/ Address	Pole Height	Class	Year Set	Equipment Type	Overlash (x)	Total Diameter	Max Working Tension	Arm Type: A, X, F	Conduit Riser - P, L, STP	Riser Approved	Span Lengths	Requested Attachment Height	As Built Attachment Height	FS or SS	PRE-INSPECTION HOA	POST INSPECTION HOA	Anchor (P/L)	Pre-insp Anchor Approval (A/R)	Conditional Approval A/R/M	Post Inspection A/R/M	Pole Manager Violations	PGE Remarks
1																								
2																								
3																								
4																								
5																								
6																								
7																								
8																								
9																								
10																								

PGE Pole #	PGE Map #	Licensee Pole#	Licensee Sketch / Map#	Licensee Notes	POLE STRENGTH	COORDINATOR VALIDATION - EXISTING RENTERS / EQUIPMENT																				<h3 style="text-align: center; margin: 0;">Conditions for Permit Approval</h3> <ol style="list-style-type: none"> 1. Installation complies with contract, permit specifications, and Commission Safety Rules. 2. Installation maximizes ability of others to attach in the future. 3. * Licensee must set own anchor if guying is required, not less than 6' from existing PGE anchor(s). (If there is not sufficient room to set new anchor, licensee must contact PGE). 4. All code violations of permitting licensee are corrected at time of installation. 5. Timely payment is received for all applicable charges. 6. Permitting licensee must notify PGE within 45 days of construction complete date. 7. Permit is valid for 180 days after conditional approval notice date. 8. Licensee is subject to sanctions if timelines to cure structural failure (7 days) or non-compliance (30 days) are exceeded. In addition, if licensee does not meet timelines to fix non-compliance(s) identified, permit will be deemed denied for failure to meet conditions, and licensee is subject to unauthorized attachment sanction. <p style="text-align: center; color: blue; font-weight: bold; margin: 5px 0 0 0;">Post-construction inspection will confirm permit conditions are met.</p>
						CODE	EQUIP	CODE	EQUIP	CODE	EQUIP	CODE	EQUIP	CODE	EQUIP	CODE	EQUIP	CODE	EQUIP	CODE	EQUIP	CODE	EQUIP	CODE	EQUIP	
1	0	0																								
2	0	0																								
3	0	0																								
4	0	0																								
5	0	0																								
6	0	0																								
7	0	0																								
8	0	0																								
9	0	0																								
10	0	0																								

PGE FEE SCHEDULE – 2010

For Wireline Attachments to Distribution Poles

1 Annual Rental Rate

The compliant annual rental rate for one foot of space and one attachment	\$12.72
<hr/>	
The non-compliant annual rental rate for one foot of space and one attachment	\$14.22

2 Sanctions^{[1]:}

No Contract	\$500.00 Per Pole
<hr/>	
No Permit	
Found by Pole Owner	\$100 per pole + 5 X current Annual Rental Rate
<hr/>	
Self-Identified by Occupant	5 X current Annual Rental Rate
<hr/>	
Violation of Other Duties	\$200.00 Per Pole

3 Field Inspection Activity (Pre-, Post-, and Special Inspections)

\$95.00
Per Hour

4 Make Ready Charges (Design, Engineering, Preconstruction Activities)

Approved Costs^[2]

5 Maps as Specifically Requested by Customer

\$25.00
Per Map

6 Late Payment Finance Charge^{[1]:}

18% per annum or max
allowed by law

7 One Time Anchor Fees^{[3]:}

Down Guy Anchor	\$224 Per Attachment
<hr/>	
Sidewalk Pipe Anchor	\$266 Per Attachment

8 Hardcopy of Government Reports Provided to Occupant

Actual Cost

9 Lower & Haul, Topping, Setting Poles work and Cost of Poles will be charged according to 2009 Flat Rate Billing Schedule.

10 Crew Wasted Trip:

\$341.31
Per hour

All fees and penalties are subject to annual revision.

1. Unless otherwise specified in occupant's JU contract

2. PGE provides cost summary of PGE labor (currently at \$117.00), material, equipment, etc. which are approved by licensees.

3. PGE prefers no secondary attachments to our anchors.

EXHIBIT D

NOVATION AGREEMENT

This Novation Agreement is entered into by _____, (“PARTY A”) with a business address at _____, PORTLAND GENERAL ELECTRIC COMPANY (“PGE”), with a business address at 121 SW Salmon Street, Portland OR 97204, and _____ (“PARTY B”), with a business address at _____. Collectively, PARTY A, PGE and PARTY B shall be referred to as the Parties herein. The effective date of this Novation Agreement is March 1,2002.

WHEREAS the Parties stipulate to the following:

1. On _____, _____, PARTY A and PGE entered into a Facilities Attachment Agreement (the “PARTY A FAA”) which permitted PARTY A to attach its facilities and equipment to PGE’s power poles.
2. On _____, _____, PARTY B and PGE entered into a Facilities Attachment Agreement (the “PARTY B FAA”) which permitted PARTY B to attach its facilities and equipment to PGE’s power poles.
3. On _____, 2_____, PARTY A sold certain facilities and equipment attached to PGE’s power poles to PARTY B, as further described in Exhibit A (the “Transferred Attachments”).
4. In order to reflect the current status of the Parties, PARTY A wishes to be discharged from the performance of the obligations in the PARTY A FAA with regard to the Transferred Attachments.
5. PGE is willing to discharge PARTY A from those obligations under the PARTY A FAA, provided that PARTY B agrees that the Transferred Attachments shall be included in the attachments covered by the terms and conditions of the PARTY B FAA.

For the reasons recited above, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

A. PARTY B shall perform the obligations of PARTY A with regard to the Transferred Attachments and PARTY B agrees that the Transferred Attachments shall be included in the attachments covered by the terms of the PARTY B FAA in every way as if it they had been originally permitted under the PARTY B FAA.

B. PARTY B shall be liable for any and all liabilities arising under the PARTY A FAA, including but not limited to past due amounts arising from the Transfer Attachments.

C. All the rights and obligations of PARTY A under the PARTY A FAA are hereby completely extinguished arising from the Transfer Attachments.

D. In no event shall PGE be liable to the other parties hereto for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of the Agreement or for any failure of performance related thereto howsoever caused, whether or not arising from PGE's sole, joint or concurrent negligence.

E. This Novation Agreement, as well as any subsequent modification thereof, shall not be effective unless and until signed by authorized representatives by all of the Parties.

PARTY A, PARTY B and PGE consent to all the provisions of this Novation Agreement as evidenced by the following signatures:

PARTY A

By: _____
Title: _____
Date: _____

PARTY B

By: _____
Title: _____
Date: _____

PORTLAND GENERAL ELECTRIC COMPANY

By: _____
Title: _____
Date: _____