

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: _____