

**WASHINGTON AFFILIATED INTEREST FILING**

**ATTACHMENT A**

**AMENDMENT**

**FIRST AMENDMENT TO  
MASTER MATERIAL SUPPLY CONTRACT 4700001118  
FOR AERIAL CABLE SYSTEMS DESIGN, SUPPLY, AND INSTALL**

This FIRST AMENDMENT TO MASTER MATERIALS CONTRACT (this "Amendment") is by and between PacifiCorp (Company) whose address is 825 NE Multnomah Street, Portland Oregon 97232, and MARMON UTILITY, LLC dba HENDRIX AERIAL CABLE SYSTEM "Supplier").

RECITALS

- A. PacifiCorp and Supplier are parties to that certain Materials Contract (Contract No. 4700001118," dated as of December 29, 2016 (as amended, modified and supplemented from time to time, the "Contract").
- B. PacifiCorp and Contractor desire to amend the Contract on the terms and conditions specified in this Amendment.

AGREEMENT

In consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PacifiCorp and Consultant agree as follows:

1. Amendments.

- (a) PERIOD OF PERFORMANCE. Article 4: is hereby amended as follows:

*"Unless earlier terminated as provided herein, the terms and conditions of this Master Contract shall continue in effect for any Contract (release) agreed to after the execution hereof and prior to December 31, 2020 until final satisfactory completion of all Services thereunder, whether or not the Services are scheduled to be completed prior to the expiration of the foregoing date.*

*(b) All other terms and conditions of the Agreement between the parties shall remain in full force and effect.*

2. Miscellaneous.

(a) Ratification. Except as specifically amended by this Amendment, the Contract shall remain in full force and effect and is hereby ratified and confirmed. This Amendment shall be construed as one with the Contract, and the Contract shall, where the context requires, be read and construed throughout so as to incorporate this Amendment. All documents executed in connection with the Contract shall remain in full force and effect and are hereby ratified and confirmed with respect to the Contract, as amended by this Amendment.

(b) Entire Agreement. This Amendment, together with the Contract and the other documents referred to in, or executed in connection with, the Contract, supersedes all prior agreements and

understandings, written or oral, between Consultant and PacifiCorp with respect to the subject matter of this Amendment.

(c) Counterparts. This Amendment may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument and the parties to this Amendment may execute this Amendment by signing any such counterpart. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same documents.

(d) Effective Date. This Amendment shall be deemed effective upon the date of full execution by authorized representatives of both PacifiCorp and Consultant.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized.

**PacifiCorp:**

By:

Name: David Lucas  
Title: Vice President Operations T&D Pacific Power

Date:

**Marmon Utility, LLC dba Hendrix Aerial Cable Systems**

By:

Name: Robert Biddle  
Title: Vice President

Date: