

WASHINGTON AFFILIATED INTEREST FILING

ATTACHMENT A

**FOURTH AMENDMENT TO
MASTER MATERIALS SUPPLY CONTRACT 4700001118
FOR AERIAL CABLE SYSTEMS DESIGN, MATERIAL, AND SERVICES**

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This FOURTH AMENDMENT TO MASTER MATERIALS SUPPLY CONTRACT (this “Amendment”) is by and between PacifiCorp an Oregon corporation (“Company”), and MARMON UTILITY, LLC dba HENDRIX AERIAL CABLE SYSTEM, a New Hampshire company (“Supplier”).

RECITALS

- A. Company and Supplier are parties to that certain “Master Materials Supply Contract (Contract No. 4700001118)”, dated as of December 29, 2016 (as further amended, modified and supplemented from time to time, the “Contract”).
- B. Company and Supplier desire to amend the Contract on the terms and conditions specified in this Amendment.
- C. Notwithstanding the expiration of the Contract on December 31, 2021, the parties agree that the terms and conditions set forth in the Contract have remained in full force and effect since that date to the present and shall apply to the continued performance of the Work as if the Contract had not expired.

AGREEMENT

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

- (a) **DEFINITIONS.** The definition of term in Article 1 of the Contract is hereby amended and restated in its entirety to read as follows:

Term shall mean the period commencing upon the full execution of the Contract and continuing thereafter until March 31, 2022 unless earlier co-terminated and replaced with a new Master Agreement currently being negotiated. All other terms and conditions remain the same.

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 Supplier 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 Supplier.

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.

COMPANY:

PACIFICORP

By: _____

Name: Allen Berreth _____

Title: VP T&D Operations _____

Date: _____

SUPPLIER:

MARMON UTILITY, LLC DBA HENDRIX AERIAL CABLE SYSTEMS

By: _____

Name: Robert Biddle _____

Title: President _____

Date: