BENTON P·U·D

COPY
original with Benton PUD

Contract No. 89-10

BENTON PUD CONTRACT #10-33-07

COMMUNICATIONS SITE SUBTENANT CO-LOCATION AGREEMENT
Rattlesnake Mountain Combined Community Communication Facility

THIS COMMUNICATIONS SITE SUBTENANT AGREEMENT ("Agreement") dated as of Aug 17, 2010, is between **CITY OF RICHLAND** ("Subtenant"), whose address is 505 Swift Blvd., Richland, WA 99352, and **PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON ("Benton PUD")** whose address is 2721 West 10th Avenue, Kennewick, Washington 99336.

The parties hereto agree as follows:

1. **Premises**

(a) Benton PUD has the right to utilize certain portions of Energy Northwest leased property on Rattlesnake Mountain known as the Combined Community Communication Facility ("CCCF") consisting of a building (the "Building") and telecommunications tower ("Tower"). Benton PUD hereby permits Subtenant to use interior space in the Building more fully described in Exhibit A annexed hereto and space on the Tower (collectively, the "Premises") for Subtenant's equipment.

(b) Benton PUD has entered into a Co-Location and Indemnity Agreement with Energy Northwest dated December 10, 2009, (the "Energy Northwest Agreement"), which is attached hereto as Exhibit B and made a part hereof. Except as otherwise expressly provided herein, all of the terms, covenants and provisions in the Energy Northwest Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein. Subtenant acknowledges receipt of a copy of the Energy Northwest Agreement, including the DOE License, Memorandum of Agreement, and Facility Site Plan referred therein, and agrees to abide by all of the conditions and provisions of said documents.

Subject to the following terms and conditions, Benton PUD permits Subtenant to utilize that portion of the Premises depicted in Exhibit C ("Co-Location Space").

2. **Usage of Property**

Benton PUD shall permit the Subtenant to utilize certain portions of the Premises. Specifically, Subtenant has a right to utilize the area identified in Exhibit C, the associated square footage and the Tower at the Premises (hereafter referred to as "Co-Location Space"), solely for the purposes set forth in Article 3. Tower location shall be assigned by Energy Northwest based on its final transition plan and the independent study provided by Northwest Tower Engineering. Energy Northwest shall also provide common services to include DC battery backup, generator backup, HVAC controlled space, and power for

operations. The permission granted under this Agreement shall not be construed to convey any right, title, or interest in the Premises.

To the extent that this provision is consistent with all other provisions of this Agreement and those Agreements incorporated herein by reference, Subtenant and Benton PUD shall co-operate with each other and any third parties occupying space on the Premises so as to not unreasonably hinder or impact the business operations of each other and any third parties who are occupying space on the Premises.

3. Permitted Uses

Subtenant is authorized to utilize said Premises for the purposes of locating, operating and maintaining radio equipment for Subtenant's use and in accordance with applicable laws, regulations and requirements. Said Premises shall be utilized solely for such purpose(s) and for no other purpose. The Co-Location Space constitutes the assignment by Energy Northwest or Benton PUD of a floor assignment, rack assignment, or other specification of a location for the installation of personal property, business and trade fixtures and equipment owned or leased by Subtenant (the "Equipment") at the Premises. Energy Northwest or Benton PUD may change the initial configuration of Subtenant's racks at the Premises with 60 days notice to Subtenant, provided that such change (i) shall not unreasonably disturb or interfere with Subtenant's business operations, (ii) shall be performed during a planned service period between midnight and 6:00 am, and (iii) shall be at the sole cost of Benton PUD or Energy Northwest, except for the co-location fees as indicated in Section 7, entitled Compensation, Billing and Payment.

4. Approval by Energy Northwest

Any installations, alterations, or improvements made by Subtenant shall be at Subtenant's own expense and shall be done only at times and in conformity with plans and specifications approved in advance in writing by Energy Northwest and Benton PUD, performed by a licensed contractor approved in advance in writing by Energy Northwest and Benton PUD, and in accordance with all laws, rules, regulations, ordinances and requirements of governmental agencies, offices and boards having jurisdiction. Subtenant will pay directly or reimburse Energy Northwest and Benton PUD for any cost incurred by Energy Northwest and Benton PUD in obtaining said approval(s). If requested by Energy Northwest or Benton PUD, Subtenant will post a bond or other security reasonably satisfactory to Energy Northwest and Benton PUD to protect Energy Northwest and Benton PUD against liens arising from work performed by Subtenant. All work performed shall be done in a good worker like manner and with material (when not specifically described in the specifications) of the quality and appearance customary in the trade for first-class construction of the type in which the Co-Location Space is located.

5. Restrictions on Use

Subtenant, at its sole expense, shall cause the Co-Location Space and all aspects of its business operations and occupancy of the Co-Location Space to be continuously in

compliance with all laws, ordinances, and regulations, now or hereinafter enacted concerning the Co-Location Space on the Premises.

Energy Northwest and Benton PUD reserve the right, in their reasonable discretion, to enter the Premises at any time if, in their sole discretion, Energy Northwest or Benton PUD deem that such action is necessary to protect the property and rights of Energy Northwest or Benton PUD and existing and potential customers of Energy Northwest and Benton PUD.

6. Term of Use

Subtenant shall have the right, at the discretion of Energy Northwest and Benton PUD, to utilize the Premises at all hours during the period commencing May 1, 2010 ("Commencement Date") and ending January 1, 2052.

Notwithstanding any other provision herein to the contrary, in the event that the Energy Northwest Agreement between Energy Northwest and Benton PUD is terminated for any reason, or expires without the execution of an extension or renewal, or the execution of a new agreement, this Agreement shall terminate on the day of the termination of the Energy Northwest Agreement.

7. Compensation, Billing and Payment

Subtenant agrees to pay to Benton PUD that portion of the actual and reasonable operations and maintenance (O&M) costs which are attributable to the use by Subtenant on a per rack basis as established by Energy Northwest. Invoices shall be submitted quarterly and shall be payable upon presentation.

Invoices for O&M costs not paid within thirty (30) days of invoice date may be carried forward to the next invoice date and shall be subject to a carrying charge of one and a half percent (1 ½%) per month. If Subtenant fails to pay any invoice within thirty (30) days of the invoice date and such failure continues fifteen (15) days after Benton PUD gives Subtenant notice of such failure, Benton PUD shall have the right to terminate this Agreement immediately. The right to terminate under the terms of this Section shall be in addition to all other legal, equitable or contractual remedies available to Benton PUD. Remittance will be mailed to Benton PUD at the address noted on such invoices or as Benton PUD may otherwise advise.

8. Termination

The permission granted under this Agreement may be terminated at any time, by either party without cause, by providing the other party a minimum of twenty-three (23) months notice. Notice of such termination shall be in writing and shall be effective upon receipt of such notice. Upon termination preceded by a minimum of twenty-three (23) months notice, Subtenant shall be allowed a reasonable time, not to exceed six (6) months to remove its property from the Premises. All personal property of Subtenant shall remain

the personal property of Subtenant. If any termination of this Agreement is effected during a period where compensation has been paid in advance then Lessor shall refund a prorated portion of the Rent prepaid by Lessee.

9. Assignment

Subtenant shall not assign, pledge, transfer, or otherwise convey all or any part of the rights and privileges granted by this Agreement in any manner without prior written consent of Energy Northwest and Benton PUD, which consent will not be unreasonably withheld.

10. Representations and Warranties

Each Party represents and warrants that it has full power and authority to execute, deliver, and perform its obligations under this Agreement. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, BENTON PUD MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PORTION OF THE FACILITY OR PREMISES OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

11. Force Majeure

Neither party is liable for any failure of performance if such failure of performance is due to any cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, labor strikes and supplier failures. Subtenant's invocation of this clause shall not relieve Subtenant of its obligation to pay for any services actually received.

12. Condition of the Premises

Except as specified in this Section 12, Benton PUD makes no express or implied warranty or representation as to the condition of the Premises, or to the suitability of said Premises for the usage outlined above.

13. Return of Premises

Subtenant agrees to return the portion of the Premises occupied by Subtenant to the same condition as existed prior to the commencement of the use except for fair wear and tear. Subtenant shall indemnify Energy Northwest and Benton PUD for any damage or injury sustained to the Premises as a result of Subtenant's usage of said Premises.

14. Indemnity

To the extent allowed by law, for and in consideration of the permissive use of a portion of the Premises described above, Subtenant agrees to indemnify, waive, and save harmless Benton PUD and its representatives from and against any and all liability arising from injury or death of persons or damage to property occasioned by any negligent act or omission or violation or breach of this Agreement by Subtenant, its agents, servants, employees, contractors, invitees or licensees, including any and all expense, legal or otherwise, incurred by Benton PUD or its representatives in the defense of any claim or suit relating to such injury or damage. The indemnification of Benton PUD does not apply to liability arising from the negligence of Benton PUD or its representatives.

To the extent allowed by law, for and in consideration of the permissive use of the Premises, Subtenant agrees to indemnify, waive, and save harmless Energy Northwest and its representatives from and against any and all liability arising from injury or death of persons or damage to property occasioned by any negligent act or omission or usage of the property by subtenant, its representatives, agents, invitees, guests or employees, including any and all expense, legal or otherwise, incurred by Energy Northwest or its representatives in the defense of any claim or suit relating to such injury or damage. This indemnification does not apply to liability arising from the negligence of Energy Northwest or its representatives, or up to the limits of the Environmental Hazards Insurance provided for in Section 14.0 of the Energy Northwest Agreement.

Subtenant agrees that if its current Liability Insurance does not sufficiently cover the operations of the "Premises" a supplement to their agreement shall be obtained to indemnify Energy Northwest and Benton PUD. Subtenant's insurance shall name Energy Northwest and Benton PUD as an additional insured to Subtenant's policy.

Neither Energy Northwest nor Benton PUD shall be responsible for damages suffered by Subtenant, its agents, officers, employees, invitees or licensees, customers, subcontractors, suppliers, or any other third party in the event a problem occurs with the operations of the "Premises" and/or any problem which results in failure in operations of these facilities. Such damages shall include, but not be limited to: Violation of any third party intellectual property rights; loss or restoration of data or financial loss as a result of failure of operations; and all claims of any kind by Subtenant.

For the purpose of fulfilling this indemnity obligation, Subtenant hereby waives any and all immunity rights or protections created by the Worker's Compensation Act, and further agrees that this indemnity agreement shall apply to, but shall not be limited to, actions brought by its own employees.

As used in this provision, the phrase "any and all expense" includes, but is not limited to, claims, suits, judgments or proceedings for services, taxes, labor performed, materials furnished, provisions, supplies, board and room, liens, medical expenses, pain and suffering, bodily injury, death, loss of earnings, loss of consortium, garnishments, court

costs and attorney fees (including those required to seek enforcement of this Agreement), and other costs of defense.

15. Insurance

The Subtenant shall, at Subtenant's expense, maintain its membership in a self-insurance program ("self-insurance"), or maintain a commercial general liability insurance policy with an insurer acceptable to Energy Northwest and Benton PUD, insuring against any and all claims for injury to or death of persons and loss of or damage to property occurring upon, in or about the Premises arising from an act or omission of Subtenant or any of its agents, employees, contractors, licensees or invitees, and representatives. Such self-insurance or insurance shall have liability limits of $2 million combined single limit for bodily injury and property damage per occurrence and in the aggregate.

Subtenant agrees that if its current liability insurance or its self-insurance does not sufficiently cover the operations of the "Premises" a supplement to their Agreement or insurance shall be obtained to indemnify Energy Northwest and Benton PUD. Subtenant's insurance or self-insurance shall name Energy Northwest and Benton PUD as an additional insured to Subtenant's policy or self-insurance.

The Parties understand that the comparative fault laws of the State of Washington will bind them.

On or before Subtenant taking possession of a portion of the Premises pursuant to this Agreement, Subtenant shall provide to Energy Northwest and Benton PUD a copy of the insurance policies, agreement, or certificates evidencing the aforesaid insurance coverage required above. Renewal certificates and any changes in terms or underwriter shall be furnished to Energy Northwest and Benton PUD for approval at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

All insurance required above shall be primary insurance as respects the Energy Northwest and Benton PUD for any and all covered Subtenant's liabilities arising from an act or omission of the Subtenant or any of its agents, contractors, representatives, licensees or invitees. Any such insurance maintained by Energy Northwest or Benton PUD shall be excess of Subtenant's insurance and shall not contribute to it. The liability of Subtenant and any of its insures shall not be reduced, offset, or otherwise affected by the existence and/or collectability of any insurance maintained by Energy Northwest or Benton PUD and;

- Shall contain a provision whereby the carrier agrees not to cancel or significantly modify the insurance without thirty (30) days prior written notice to the Energy Northwest and Benton PUD; and
- Shall name the Energy Northwest and Benton PUD as additional insured and
- Shall not contain a severability of interest's exclusion.

- Shall contain a waiver of subrogation clause.

Subtenant Property Insurance

The Parties understand that Subtenant assumes all responsibility for loss to its personal property and leasehold improvements and alterations to the Premises, and Subtenant's loss or income due to fire or other casualty on the Premises. Benton PUD is not in any way responsible for insuring, replacing, or repairing Subtenant's personal property, leasehold improvements and alterations, or loss of income, except for loss to Subtenant's personal property as a direct result of Benton PUD's negligent acts, errors or omissions.

16. Environmental, Health and Safety

Subtenant shall be solely responsible for all Subtenant activities conducted on the CCCF site to ensure that such activities are, on an on-going basis, in compliance with the environmental/regulatory requirements of the Environmental Protection Agency or the Washington State Department of Ecology, the health and safety requirements of OSHA, WSHA, the City of Richland and Benton County, and with any environmental or personnel health and safety requirements that may be established and communicated in writing by Energy Northwest.

Subtenant agrees to collect and dispose of any and all hazardous waste generated by its activities on the CCCF site in compliance with local, state, and federal laws and regulations.

Subtenant shall implement best management practices to prevent unplanned releases of hazardous substances (as defined by CERCLA Section 102, SARA Title III, and/or Section 112(r) of the CAA), including oil, or dangerous waste (as defined by WAC-173-303) to the environment. In the event of an unplanned release caused by Subtenant, Subtenant shall take steps to mitigate the extent and severity of the release and protect the environment. Subtenant shall immediately report to Benton PUD and Energy Northwest any unplanned release occurring on the RSM CCCF Site.

This immediate verbal report shall contain the following information:
(1) Name, address, telephone number of the point of contact for Subtenant;
(2) Location at which the release occurs;
(3) Name and quantity of material(s) involved;
(4) The extent of injuries, if any;
(5) An assessment of actual or potential hazard to the environment and human health, where this is applicable;
(6) Estimated quantity of released material that resulted from the incident; and
(7) Actions which have been undertaken to mitigate the occurrence.

The verbal notification shall be followed by a written report containing the same information within 5 working days of the event.

By January 31 of each year, Subtenant will provide Benton PUD and Energy Northwest with an inventory of hazardous substances Subtenant has caused to be on the Premises to include chemical name, CAS number, container description, and amount in pounds.

Subtenant or Subtenant's insurer shall have the option to perform any required remediation, or to pay for or reimburse the costs of any required remediation to the satisfaction of Energy Northwest and Benton PUD, their insurer and the responsible regulatory authorities.

17. Assumption of Risk

To the extent permitted by law, Subtenant assumes all risk of injury to persons or damage to property occurring in or about the Premises as a result of Subtenant's use or occupancy of a portion of the Premises (unless caused by the negligent act, error or omission of Energy Northwest or Benton PUD, their employees or agents), the negligence or willful misconduct of Subtenant, its agents, officers, employees, invitees or licensees, or as a result of Subtenant's failure to perform or abide by any of the covenants or conditions of this Agreement. The Subtenant shall reimburse Energy Northwest and/or Benton PUD for any costs or expenses, including attorney's fees, which Energy Northwest and Benton PUD may incur in defending any such claim.

Benton PUD shall not be responsible for any injuries or damages incurred by Subtenant, its agents, officers, employees, invitees or licensees arising from acts or omissions of Subtenant or from any cause other than the negligence or willful misconduct of Benton PUD, or its employees.

Energy Northwest shall not be responsible for any injuries or damages incurred by Subtenant, its agents, officers, employees, invitees or licensees arising from acts or omissions of Subtenant or from any cause other than the negligence or willful misconduct of Energy Northwest, or its employees.

18. Security

Benton PUD, Subtenant, and their respective employees, agents, invitees and licensees agree to comply with all security regulations and procedures established by Energy Northwest for the facility. Energy Northwest shall provide access for up to two (2) Subtenant employees designated by Subtenant, and agreed to by Energy Northwest, with electronic security access to the facility, including common use areas. Subtenant shall pay Energy Northwest ten dollars ($10) for each electronic access key card or for replacements thereof due to damage or loss.

Subtenant shall provide and maintain at is sole expense its own security provisions specific to portions of the Premises for which Subtenant security requirements exceed facility security provisions provided by Energy Northwest or Benton PUD. Subtenant shall provide Energy Northwest and Benton PUD reasonable access to such secured areas in case of emergency, and to provide Energy Northwest and Benton PUD with reasonable assurance that Subtenant remains in compliance with the terms and conditions of this

Agreement, and to conduct routine facility maintenance and inspections in accordance with the terms and conditions of this Agreement.

Note: DOE site specific access rules for the site access road, gate 106 on the main road (US Department of Energy Res. RD) leading to RSM CCCF site and 2nd security gate to the site will be added when finalized.

19. Site Access

Subtenant acknowledges and understands that in accordance with Section 11 of the DOE License incorporated herein, that road maintenance is limited to snow and debris removal, and necessary repairs so that Subtenant can utilize the road at its own risk for travel to and from the Premises as required to sustain radio operation of its systems. Benton PUD has no duties or responsibility to Subtenant regarding access to the Premises or to maintain the road.

20. Site Rules

Subtenant represents that its employees, representatives, invitees and agents will abide by all Energy Northwest rules and regulations while on the Premises.

21. Interference with Communications

Subtenant agrees to operate its transmission equipment so as to not create unreasonable radio frequency interference with the transmission operations of Energy Northwest, Benton PUD, or any third party occupying space on the Premises. In the event such interference is caused by Subtenant, Subtenant agrees to correct such interference within 48 hours of written notice by Energy Northwest or Benton PUD or cease use of its facilities.

22. Interpretation

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

23. Entire Agreement

This Agreement and any addenda, attachments, exhibits, and other documents incorporated herein constitute the entire Agreement between the Parties with respect to its subject matter and supersede all other representations, understandings or agreements that are not expressed herein, weather oral or written. Except as otherwise set forth, no amendment to this Agreement shall be valid unless in writing and signed by both Parties.

24. Notices

For purposes of this Agreement, notices as required hereunder or otherwise desired by the Benton PUD shall be forwarded to Subtenant's representative:

Grant Baynes
Richland Fire Chief
8656 W. Gage Blvd., Suite C-302
Kennewick, WA 99336

Notices as required hereunder or otherwise desired by Subtenant shall be forwarded to Benton PUD's representative:

Stephen B. Hunter
Director of Operations
Benton PUD
PO Box 6270
Kennewick WA 99336
509.582.1237

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in duplicate, as of the date first written above.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON

Chad B. Bartram

Assistant General Manager
Title

8/2/10
Date

CITY OF RICHLAND

acting for
Cynthia Johnson

City Manager
Title

8/17/10
Date

CITY OF RICHLAND

Thomas Lampson

City Attorney
Title

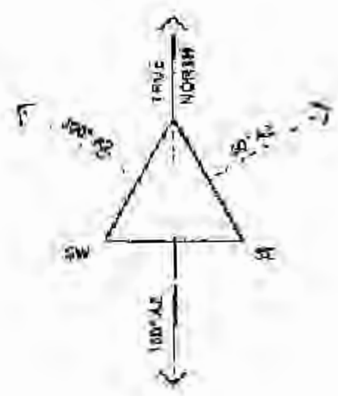
9/14/10
Date

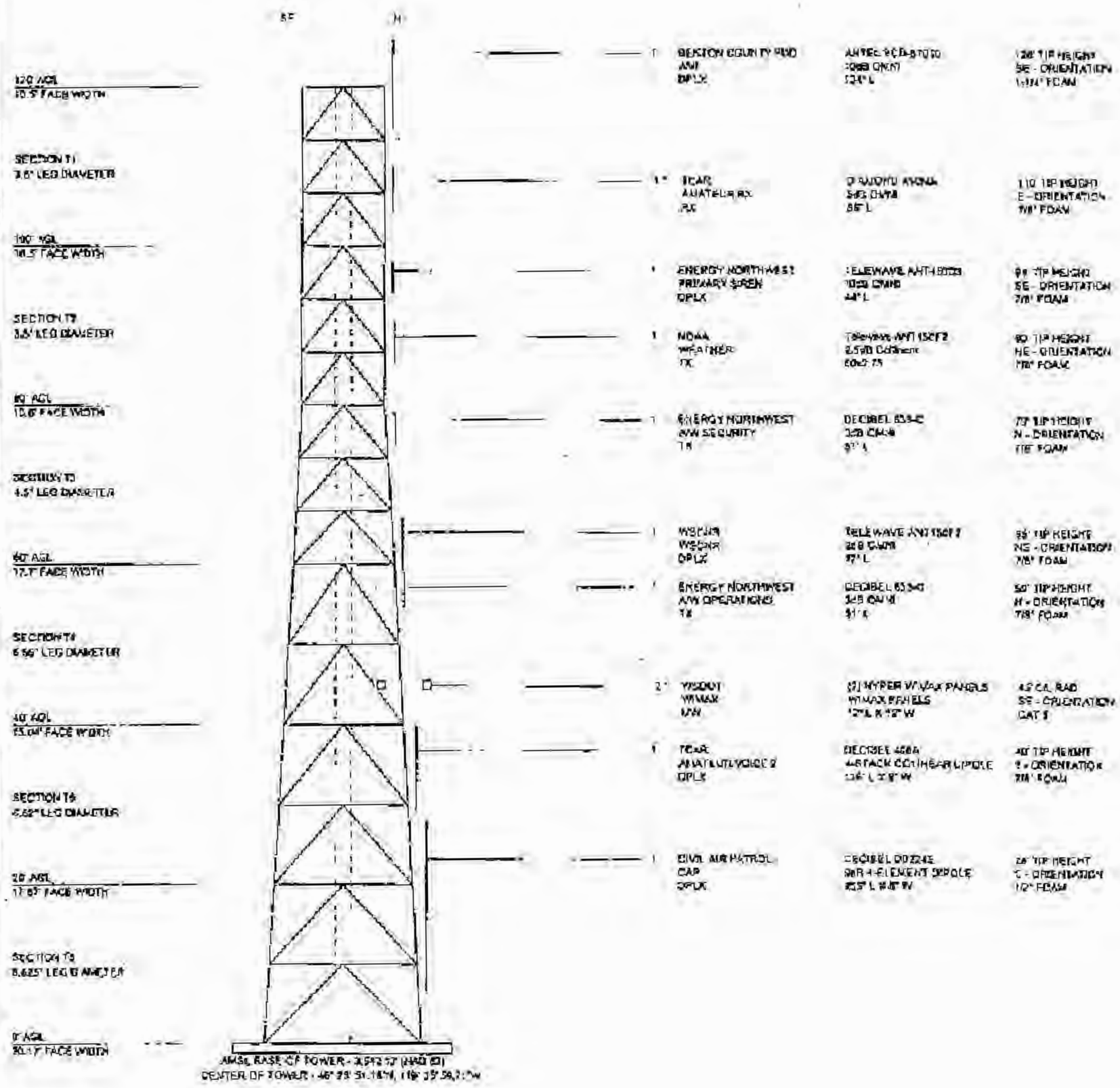
ATTACHMENT A

120' TOWER
NORTHEAST ELEVATION

RATTLESNAKE MOUNTAIN CCS

ORIGINAL : 10/13/2009
REVISED : 10/14/2009

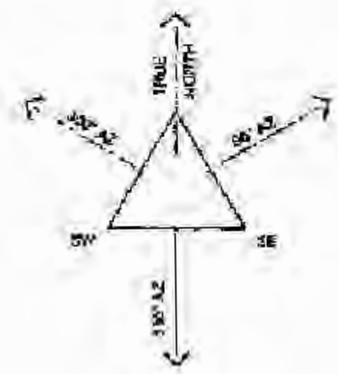


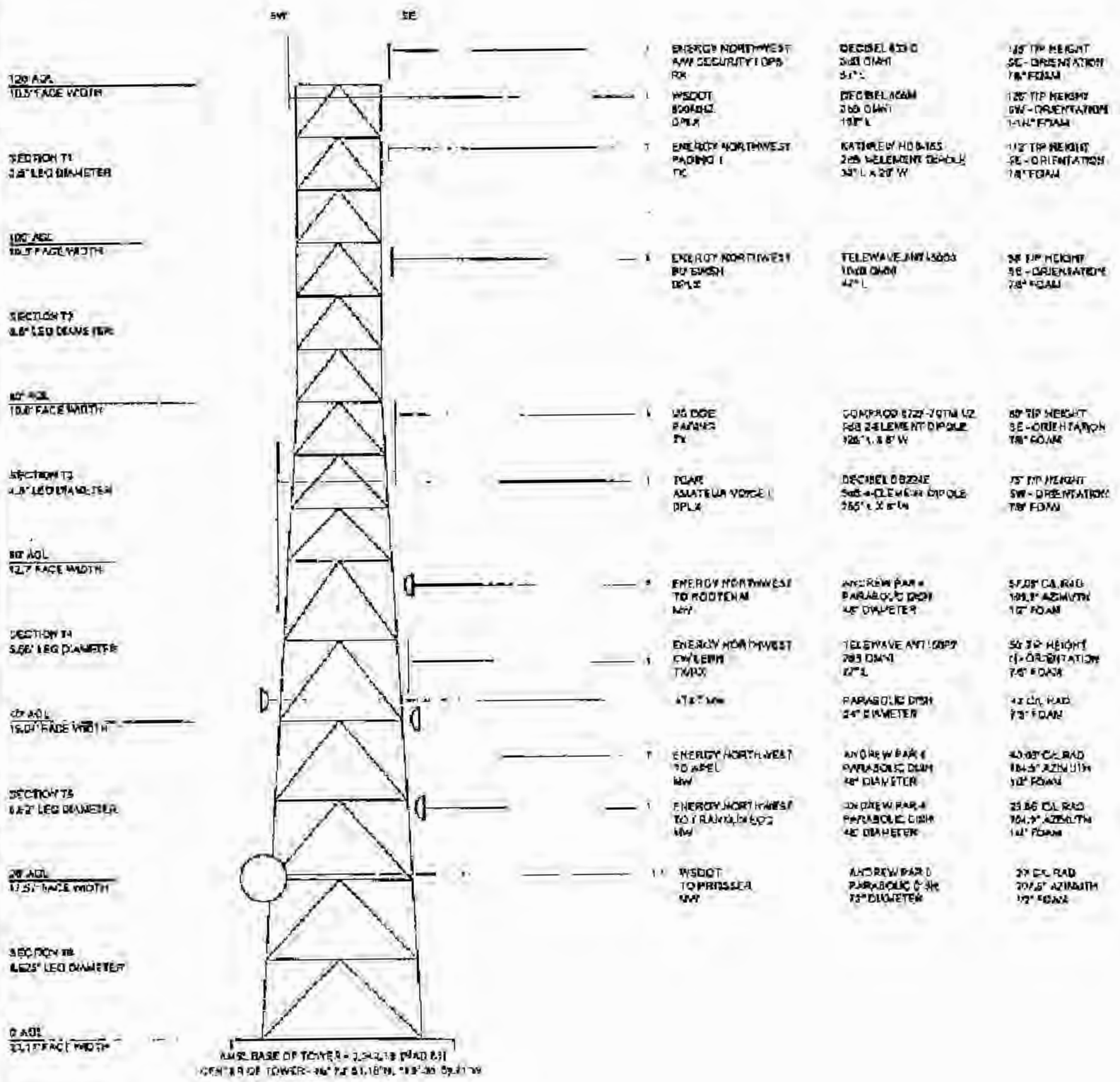


120' TOWER
SOUTH ELEVATION

RATTLESNAKE MOUNTAIN CCOF

ORIGINAL - [illegible]
REVISED - [illegible]





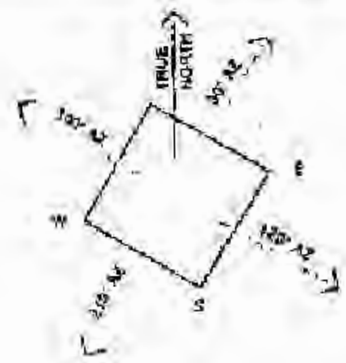
AMSL BASE OF TOWER = [illegible] (NAD 83)
CENTER OF TOWER - [illegible]

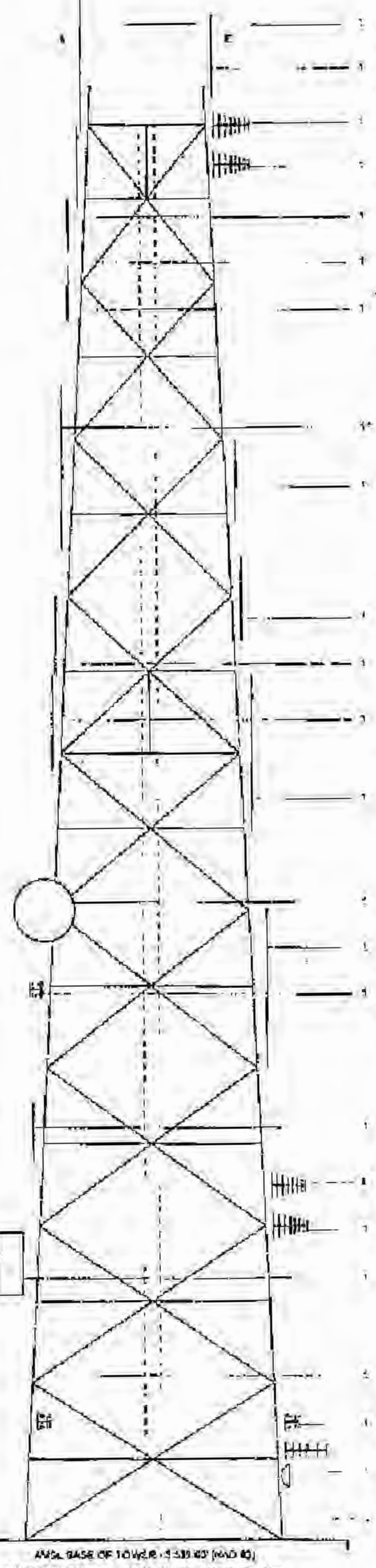
SOUTH FACE
(LOOKING TOWARD 0°)

185' TOWER
SOUTHEAST ELEVATION

RATTLESNAKE MOUNTAIN CCCF

ORIGINAL - 10/12/2009
REVISED - 10/14/2009





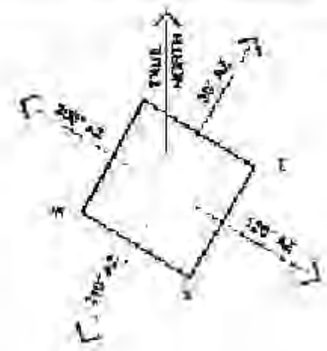
1	CITY OF RICHLAND FIRE RX	SINCLAIR SC251-HPOLDF 259 OMNI 251° L	159' TIP HEIGHT ESE - ORIENTATION 7/8" FOAM
1	US DOE SALS (VHF) RX	COMPROD 872-70TM W2 9dB 2-ELEMENT DIPOLE 126° L X 6°D	152' TIP HEIGHT E - ORIENTATION 7/8" FOAM
1	COUNTY OF FRANKLIN COMBINED VHF RX	SCALA CL7-150MRM 9dB LOG PERIODIC 40° L X 53° D	150' CL RAD 75° AZIMUTH 7/8" FOAM
1	COUNTY OF FRANKLIN COMBINED UHF RX	SCALA CL8-400M LOG PERIODIC 40° L X 53° D	135' CL RAD 75° AZIMUTH 7/8" FOAM
1	US DOE DRM (VHF) RX	COMPROD 872-70TM 1/2 9dB 2-ELEMENT DIPOLE 126° L X 6°D	160' TIP HEIGHT N - ORIENTATION 7/8" FOAM
1	BENTON COUNTY PUD SCADA DPLX	KATHREIN 0C86-915 8dB OMNI 51° L	170' TIP HEIGHT SE - ORIENTATION 1-1/4" FOAM
1	BENTON COUNTY PUD SCADA DPLX (ENV)	KATHREIN 0C86-916 8dB OMNI 51° L	164' TIP HEIGHT SE - ORIENTATION 1-1/4" FOAM
1*	CITY OF RICHLAND FIRE TX	SINCLAIR SC250-HPOLDF 5dB OMNI 251° L	142' TIP HEIGHT ESE - ORIENTATION 7/8" FOAM
1	US DOE SALS (VHF) TX	COMPROD 872-70TM W2 9dB 2-ELEMENT DIPOLE 126° L X 6°D	140' TIP HEIGHT N - ORIENTATION 7/8" FOAM
1	US DOE SALS (VHF) TX	COMPROD 872-70TM 1/2 9dB 2-ELEMENT DIPOLE 126° L X 6°D	125' TIP HEIGHT N - ORIENTATION 7/8" FOAM
1	MID-COLUMBIA COMMERCIAL TX	DECIBEL 809M 9dB OMNI 120° L	120' TIP HEIGHT ANY - ORIENTATION 7/8" FOAM
1	MID-COLUMBIA COMMERCIAL TX	DECIBEL 809H 9dB OMNI 140° L	110' TIP HEIGHT ANY - ORIENTATION 1-1/2" FOAM
1	COUNTY OF FRANKLIN COMBINED VHF TX	SINCLAIR SRL210-4 8dB 4-ELEMENT DIPOLE 240° L	112' TIP HEIGHT 75° AZIMUTH 7/8" FOAM
2	WSEM YD BOEM MW	ANDREW PAR8-59W-PXA 8' PARABOLIC DISH 96" DIAMETER	90' CL RAD 123.29° AZIMUTH EW 52 WAVEGUIDE
1	COUNTY OF FRANKLIN COMBINED VHF TX/RX	SINCLAIR SRL210-1 8dB 4-ELEMENT DIPOLE 240° L	80' TIP HEIGHT 75° AZIMUTH 7/8" FOAM
1	US DOE SEISMIC (PNNL) RX	KATHREIN CAS-220 11dB 6-ELEMENT YAGI 27° L X 65° H	70' CL RAD 130° AZIMUTH 1/2" FOAM
1	US DOE KLO (UHF) TX	COMPROD 872-70TM 2 9dB 2-ELEMENT DIPOLE 56° L X 6°D	55' TIP HEIGHT S - ORIENTATION 7/8" FOAM
1	COUNTY OF FRANKLIN VHF PRIMARY TX	SCALA CL7-150MRM 9dB LOG PERIODIC 40° L X 53° D	45' CL RAD 75° AZIMUTH 7/8" FOAM
1	COUNTY OF FRANKLIN DUPLEXED OR FILTERED UHF TX/RX	SCALA CL8-400L LOG PERIODIC 40° L X 53° D	40' CL RAD 75° AZIMUTH 7/8" FOAM
1	WSEM YD PRUSSER BUTTE MW	ANDREW P4-59W UHF DRUM 96" DIAMETER	35' CL RAD 207.5° AZIMUTH EW 52 WAVEGUIDE
1	US DOE SEISMIC (PNNL) TX	KATHREIN CAS-220 11dB 6-ELEMENT YAGI 27° L X 65° H	18' CL RAD 97° AZIMUTH 1/2" FOAM
1	US DOE SEISMIC (PNNL) TX	KATHREIN CAS-220 11dB 6-ELEMENT YAGI 27° L X 65° H	18' CL RAD 97° AZIMUTH 1/2" FOAM
1	US DOE SEISMIC (PNNL) RX	KATHREIN CAS-220 11dB 6-ELEMENT YAGI 27° L X 65° H	12' CL RAD 57° AZIMUTH 1/2" FOAM
1	US DOE DRM (5 MGHz) MW	RC-TEL MPROM-C8 PARABOLIC DISH 25" DIAMETER	10' CL RAD 7.08° AZIMUTH 1/2" FOAM

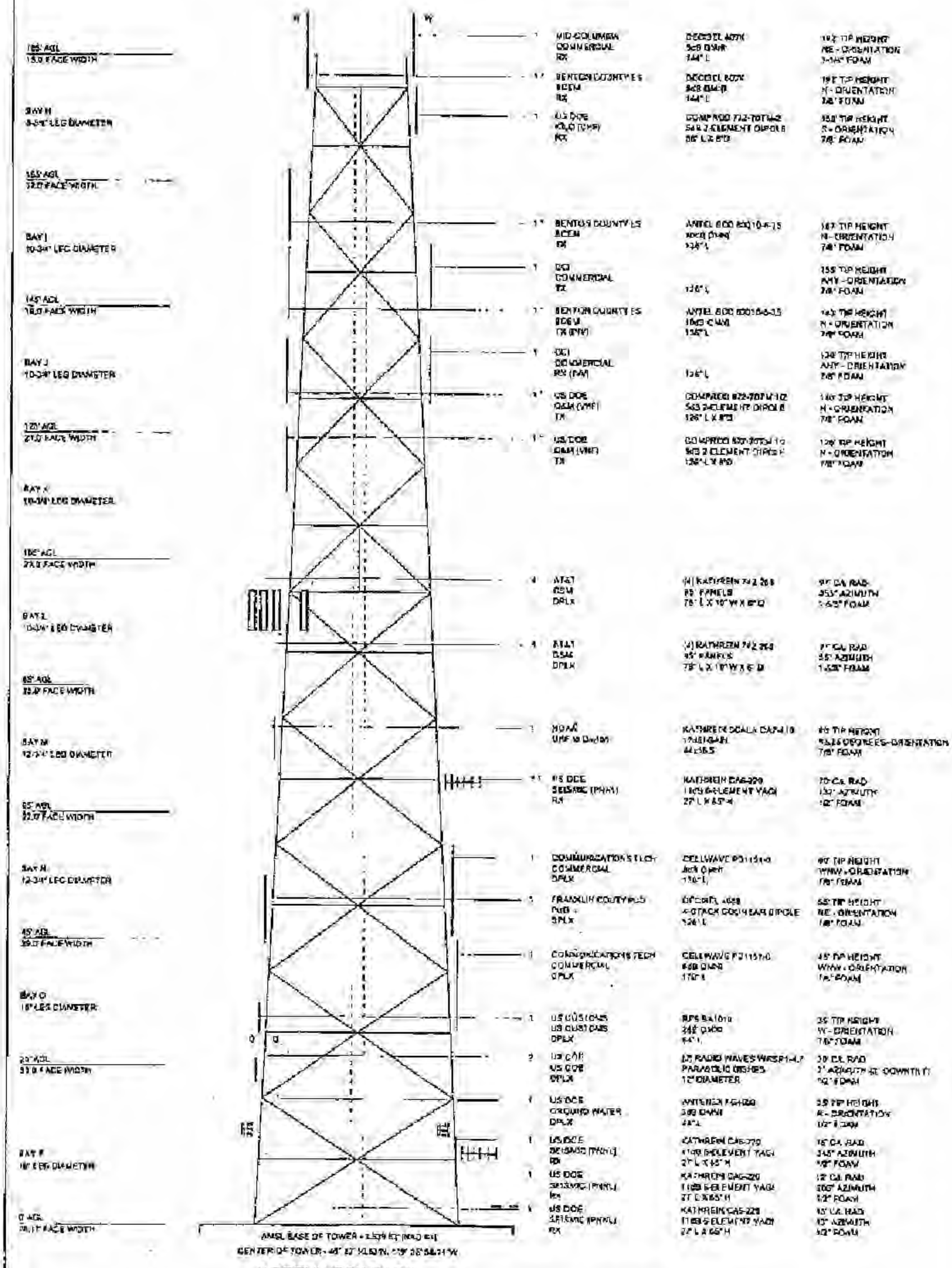
SOUTHEAST FACE
(LOOKING TOWARD 300° directly TOWARD the building)

185' TOWER
NORTHWEST ELEVATION

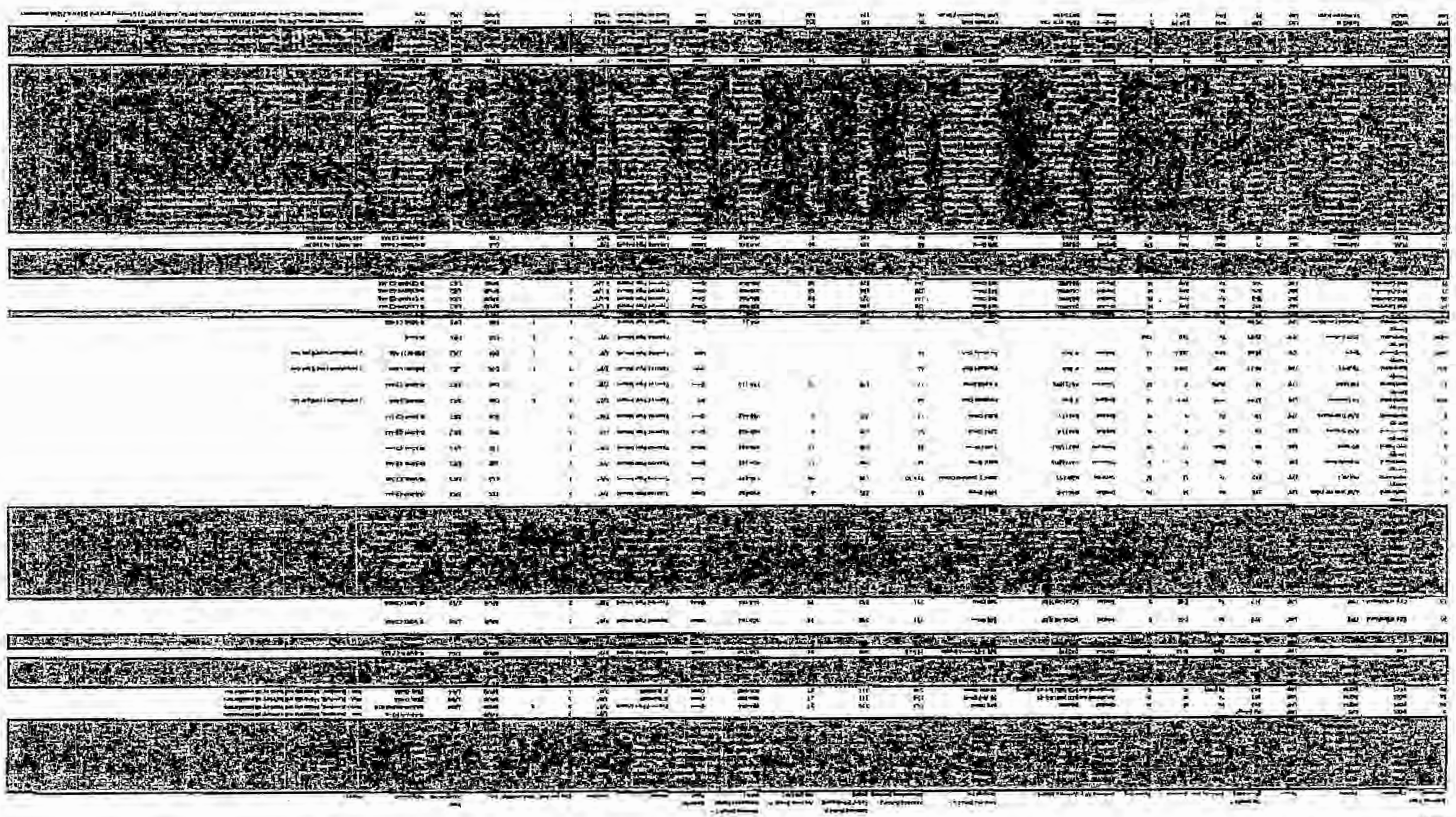
RATTLESNAKE MOUNTAIN CCCF

ORIGINAL - 15/12/2008
REVISED - 10/04/2009





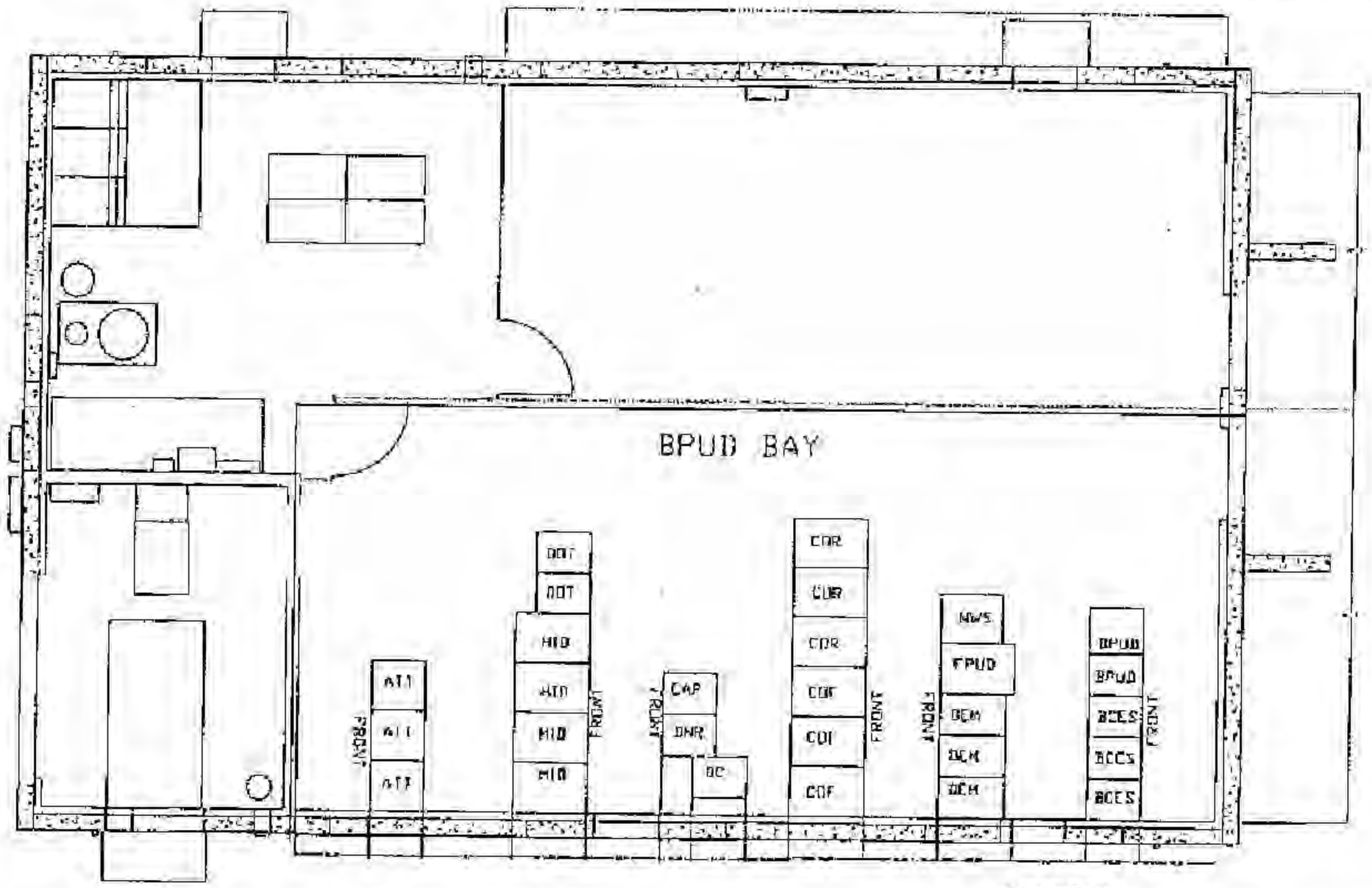
NORTHWEST FACE
(LOOKING TOWARD 120° directly FROM the building)



[illegible]

				Rack / Category Requirements			Present Power Requirements							Rack 1 Requirements						Rack 2 Requirements						Rack 3 Requirements						Rack 4 Requirements						Rack 5 Requirements						Rack 6 Requirements					
Operator	System	Rev	Name	Quantity	Qty	Rack Alignment	-48VDC Plant (A)	120VAC Control (A)	120VAC Fire (A)	-48VDC Plant (W)	120VAC Control (W)	120VAC Fire (W)	Rack 1 Total (W)	-48VDC Circuit Size (A)	-48VDC Breaker Size (A)	120VAC Inverter Breaker Size (A)	[illegible]	Rack 2 Total (W)	-48VDC Circuit Size	-48VDC Breaker Size (A)	120VAC Inverter Breaker Size (A)	[illegible]	Rack 3 Total (W)	-48VDC Circuit Size	-48VDC Breaker Size (A)	120VAC Inverter Breaker Size (A)	[illegible]	Rack 4 Total (W)	-48VDC Circuit Size	-48VDC Breaker Size (A)	120VAC Inverter Breaker Size (A)	[illegible]	Rack 5 Total (W)	-48VDC Circuit Size	-48VDC Breaker Size (A)	120VAC Inverter Breaker Size (A)	[illegible]	Rack 6 Total (W)	-48VDC Circuit Size	-48VDC Breaker Size (A)	120VAC Inverter Breaker Size (A)	[illegible]
1 AT&T	[illegible]	BPUD	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
2 BCES	[illegible]	BPUD	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
3 BCPUD	[illegible]	BPUD	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
4 CAP		BPUD	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5 City of Richland (CDR)	[illegible]	BPUD	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
6 Comcast (CCI)		BPUD	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
7 CCI	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
8 Energy Northwest (CP)	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
9 Energy Northwest (CP)	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
10 County of Franklin (CCFR)		BPUD	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
11 FCPUD		BPUD	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
12 Fidel Columbia (CT)		BPUD	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
13 NOAA (NWS)		BPUD	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
14 TCAP (DOE)		COS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
15 U.S. Customs (DSP)		COS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
16 U.S. DOE (DOE)	[illegible]	COS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
17 U.S. DOE (DOE)	Operations	COS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
18 [illegible]	[illegible]	COS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
19 CHPPC	Ground Water	COS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
20 WSDOT		BPUD	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
21 WSDOT (DSP)		BPUD	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
BPUD			[illegible]	[illegible]			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]																																				
COS			[illegible]	[illegible]			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]																																				
TOTAL			[illegible]	[illegible]			[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]																																				

[illegible]



ADRV	BPUD BAY TENANT DESCRIPTION
ATT	AT&T WIRELESS
DOT	DEPARTMENT OF TRANSPORTATION
MID	MID COLUMBIA
CAP	CIVIL AIR PATROL
DNR	WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
DC	DC BREAKER PANEL
COR	CITY OF RICHLAND
COF	COUNTY OF FRANKLIN
NWS	NOAA'S NATIONAL WEATHER SERVICE (NOAA)
FPUD	FRANKLIN COUNTY PUD
DEM	DEM DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
BPUD	BENTON COUNTY PUD
BCES	BENTON COUNTY EMERGENCY SERVICES

NOTES:

1. REFER TO EN RSM CCCF TENANT RACK AND POWER DATA SPREADSHEET FOR RACK DIMENSIONS

ENERGY NORTHWEST

INFORMATION SERVICES
NOTICE CHANGE

TITLE: CCCF RACK LAYOUT
LINE DIAGRAM

SYSTEM/LOCATION

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

CO-LOCATION AND INDEMNITY AGREEMENT
NUMBER X-40477
Modification 2

THIS AGREEMENT entered into this 10th day of December, 2009 by and between Energy Northwest, a joint operating agency and municipal corporation in the State of Washington, acting by and through its Business Development Fund (hereinafter referred to as "Energy Northwest") and Public Utility District No. 1 of Benton County, Washington with its principal place of business being located at 2721 West 10th Ave, Kennewick, WA 99336, (hereinafter referred to as "Customer" or "Benton PUD") (collectively hereinafter referred to as the "Parties" and independently as the "Party") and in consideration of the mutual promises and covenants herein, the parties agree as follows:

The following documents and the terms, covenants and conditions therein are hereby incorporated into this Agreement by reference and shall be binding and fully enforceable in regards to the Customer and any of its subtenants:

- DOE License, Contract Number, R006-09LI-14949, dated July 23, 2009, all documents referenced therein ("License Agreement"), and Amendments thereto, which is attached hereto.
- Memorandum of Agreement Governing The Combined Consolidated Communication Facility, dated September 14, 2009, ("MOA") and Amendments thereto, which is attached hereto,
- The Facility Transition Plan, documenting tenant facility location and antenna location shall be incorporated upon its completion.
- The Parties do hereby agree, this Agreement inclusive of all documents referenced herein, supersedes all previous Land Use Agreements between Customer and DOE.

1.0 <u>Usage of Property</u>

Energy Northwest shall permit the Customer to utilize certain portions of Energy Northwest property described as follows: Rattlesnake Mountain, Combined Community Communication Facility (RSM CCCF), (hereafter referred to as "Premises"). Specifically, the Customer and Customer's subtenants, (reference attachment A), have a right to utilize area identified as the Benton PUD Bay, the associated square footage and the Tower at the Premises (hereafter referred to as "Co-Location Space"), (reference attachment B) solely for the purposes set forth in Article 2.0. Tower location shall be assigned by Energy Northwest based on the final Transition Plan and the independent study provided by Northwest Tower Engineering, (to be incorporated at a later date). Energy Northwest shall also provide common services to include DC battery backup, generator backup, HVAC controlled space, and power for operations. The permission granted under this Agreement shall not be construed to convey any right, title, or interest in the Premises.

To the extent that this provision is consistent with all other provisions of this Agreement and those Agreements incorporated herein by reference, Customer and Energy Northwest shall co-operate with each other and any third parties occupying space on the Premises so as to not unreasonably hinder or impact the business operations of each other and any third parties who are occupying space on the Premises.

Customer shall not allow new or additional CCCF tenants, over and above such tenants that transitioned into the CCCF in conjunction with the initial relocation, without the written permission of Energy Northwest and DOE per the License Agreement. Customer is granted authority to sublet space or portions thereof to subtenants upon Energy Northwest's written approval, which approval is hereby given as it relates to Customer's subtenants listed in Attachment A, with the proviso: the terms, covenants and conditions of this Agreement shall be binding and fully enforceable with regard to such subtenants. Customer shall ensure that the terms, covenants and conditions of this Agreement are incorporated into any and all contracts and/or subleases that Customer enters into with such subtenants.

2.0 Permitted Uses

Customer is authorized to utilize said Premises for the purposes of locating, operating and maintaining radio equipment for Benton PUD's or its subtenants' use as defined in attachment A and in accordance with applicable laws, regulations and requirements. Said Premises shall be utilized solely for such purpose(s) and for no other purpose. The Co-Location Space constitutes the assignment by Energy Northwest of a floor assignment, rack assignment, or other specification of a location for the installation of personal property, business and trade fixtures and equipment owned or leased by Customer or its subtenants (collectively, the "Equipment") at the Premises. Energy Northwest may change the initial configuration of Customer's and subtenants racks at the Premises with 60 days notice to Customer; provided that such change (i) shall not unreasonably disturb or interfere with Customer's business operations, (ii) shall be performed during a planned service period between midnight and 6:00 am, and (iii) shall be at Energy Northwest's sole cost, except for the co-location fees as indicated in paragraph 6.0, entitled Compensation, Billing and Payment.

3.0 Approval by Energy Northwest

Any installations, alterations, or improvements made by Customer to its own equipment shall be at Customer's own expense and shall be done only at times and in conformity with plans and specifications approved in advance in writing by Energy Northwest, performed by a licensed contractor approved in advance in writing by Energy Northwest, and in accordance with all laws, rules, regulations, ordinances and requirements of governmental agencies, offices and boards having jurisdiction. Customer will pay directly or reimburse Energy Northwest for any cost incurred by Energy Northwest in obtaining said approval(s). If requested by Energy Northwest, Customer will post a bond or other security reasonably satisfactory to Energy Northwest to protect Energy Northwest against liens arising from work performed for Customer. All work performed shall be done in a good worker like manner and with material (when not specifically described in the specifications) of the quality and appearance customary in the trade for first-class construction of the type in which the Co-Location Space is located.

4.0 Restrictions on Use

Customer, at its sole expense, shall cause the Co-Location Space used by Customer and all aspects of its business operations and occupancy of the Co-Location Space used by Customer to be continuously in compliance with all laws, ordinances, and regulations, now or hereinafter enacted concerning the Co-Location Space on the Premises. In any and all of its subtenant (reference attachment A) agreements, Customer agrees that it shall place this requirement:

"Subtenant, at its sole expense, shall cause the Co-Location Space used by Subtenant and all aspects of its business operations and occupancy of the Co-Location Space used by Subtenant to be continuously in compliance with all laws, ordinances, and regulations, now or hereinafter enacted concerning the Co-Location Space on the Premises."

In the event of a violation or breach by Customer's subtenants of this provision in their subtenant agreement, Customer agrees to assign any and all claims and remedies to Energy Northwest for resolution, up to and including termination of subtenant agreement.

Energy Northwest reserves the right, in its reasonable discretion, to enter the Premises at any time if, in its sole discretion, Energy Northwest deems that such action is necessary to protect the property and rights of Energy Northwest and existing and potential customers of Energy Northwest's services.

5.0 Term of Use

Customer shall have the right, at the discretion of Energy Northwest, to utilize the premises at all hours during the period commencing December 10, 2009 ("Commencement Date") and ending January 1, 2052

6.0 Compensation, Billing and Payment

Customer agrees to pay to Energy Northwest for that portion of the actual and reasonable operations and maintenance (O&M) costs (reference attachment C) entitled Provisional Billing Rates which are attributable to the use by Benton PUD, and its subtenants on a per rack basis. In addition, as provided in attachment C, Customer agrees to allocate the DOE land use charge, hereinafter known as the "Commercial Lease Fee", to the commercial tenants (as required by Paragraph 6 of the License Agreement) in the sum of $15,000 for the first year through July 31, 2010, and then $20,000 for each year thereafter running from August 1 through July 30, or in such other amount as may be required pursuant to the License Agreement in subsequent years. Per the License Agreement, this amount is subject to change. Invoices shall be submitted quarterly, and shall be payable upon presentation. Invoices not paid within thirty (30) days of invoice date may be carried forward to the next invoice date and shall be subject to a carrying charge of one and a half percent (1 ½%) per month. If Customer fails to pay any valid, undisputed invoice within thirty (30) days of the invoice date and such failure continues fifteen (15) days after Energy Northwest gives Customer notice of such failure, Energy Northwest shall have the right to terminate this Agreement immediately. The right to terminate under the terms of this paragraph shall be in addition to all other legal, equitable, or contractual remedies available to Energy Northwest. Remittance will be mailed to Energy Northwest at the address noted on such invoices or as Energy Northwest may otherwise advise. Provided and notwithstanding

any other provision herein to the contrary, Customer shall not be responsible for the financial obligations of its subtenants under this section. Customer shall exercise good faith efforts to collect sums due Energy Northwest from its subtenants, and Customer shall require in its subtenant agreements that subtenants of Customer shall be directly liable to Energy Northwest for their failure to make the payments due under their communications site subtenant agreements with Customer. In the event of a violation or breach by Customer's subtenants of this provision in their subtenant agreement, Customer agrees to assign any and all claims and remedies to Energy Northwest for resolution, up to and including termination of subtenant agreement.

7.0 Termination

The permission granted under this agreement may be terminated at any time, by either party with or without cause, by providing the other party a minimum of twenty-three (23) months notice. Notice of such termination shall be in writing and shall be effective upon Customer or Energy Northwest's receipt of such notice. In the event Energy Northwest is issuing the termination notice, Customer shall be allowed a reasonable time, not to exceed two (2) years, to remove its property from the premises upon termination. All personal property of Customer and Customer's subtenants shall remain the personal property of the Customer and its subtenants.

8.0 Assignment

Customer shall not assign, pledge, transfer, or otherwise convey all or any part of the rights and privileges granted by this Agreement in any manner without prior written consent of Energy Northwest, which consent it will not unreasonably withhold.

9.0 Representations and Warranties

Each Party represents and warrants that it has full power and authority to execute, deliver, and perform its obligations under this Agreement. Energy Northwest represents and warrants to Customer that any services provided hereunder will be performed in a manner consistent with that of other reputable providers of the same or similar services in the same locality. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, ENERGY NORTHWEST MAKES NO WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY PORTION OF THE FACILITY OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

10.0 Force Majeure

Neither party is liable for any failure of performance if such failure of performance is due to any cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, labor strikes and supplier failures. Customer's invocation of this clause shall not relieve Customer of its obligation to pay for any services actually received. In the event such failure continues for 60 days, the other party may terminate the affected portion of the Services.

11.0 Condition of the Premises

Except as specified in this Section 11.0, Energy Northwest makes no express or implied warranty or representation as to the condition of the Premises, or to the suitability of said Premises for the usage outlined above. All facility common services "as designed" shall be fully functional upon execution of this Agreement. Customer agrees that it has inspected said Premises and found them acceptable for its uses as designed.

If Benton PUD fails to notify Energy Northwest of any defects in Energy Northwest's work in completing the building and tower within ten (10) days of delivery of possession to Benton PUD, Benton PUD shall be deemed to have accepted the Premises in their then condition. If Benton PUD discovers any defects in Energy Northwest's work during this 10-day period, Benton PUD shall so notify Energy Northwest in writing and the Commencement Date shall be delayed until after Energy Northwest has corrected the defects and Benton PUD has had five (5) business days to inspect and approve the Premises after Energy Northwest's correction of such defects. The Commencement Date shall not be delayed if Benton PUD's inspection reveals minor defects in Energy Northwest's work that will not prevent Benton PUD or its subtenants from using the Premises for their intended purpose.

12.0 Return of Premises

Customer agrees to return the Premises to the same condition as existed prior to the commencement of the use except for normal wear and tear. Customer shall indemnify Energy Northwest for any damage or injury sustained to the Premises as a result of Customers usage of said Premises. This indemnification shall not extend to the portion of the Premises used by Customer's subtenants.

In any and all of its subtenant (reference attachment A) agreements, Customer agrees that it shall place this requirement:

"Subtenant agrees to return the Premises to the same condition as existed prior to the commencement of the use except for normal wear and tear. Subtenant shall indemnify Energy Northwest for any damage or injury sustained to the Premises as a result of Subtenant's usage of said Premises.

In the event of a violation or breach by Customer's subtenants of this provision in their subtenant agreement, Customer agrees to assign any and all claims and remedies to Energy Northwest for resolution, up to and including termination of subtenant agreement."

13.0 Indemnity

For and in consideration of the permissive use of the Premises described above, Customer agrees to indemnify, waive, and save harmless Energy Northwest and its representatives from and against any and all liability arising from injury or death of persons or damage to property occasioned by any negligent act or omission or violation or breach of Paragraph 1.0. by Customer, its representatives, agents, invitees, guests or employees, including any and all expense, legal or otherwise, incurred by Energy Northwest or its representatives in the defense of any claim or suit relating to such injury or damage. This indemnification does not apply to liability arising from the negligence of Energy Northwest or its representatives or up to the limits of the Environmental

Hazards Insurance provided for in Section 14.0. Customer's duty to indemnify does not apply to the negligent act or omission of its subtenants.

Customer agrees that if their current Liability Insurance does not sufficiently cover the operations of the "Premises" a supplement to their agreement shall be obtained to indemnify Energy Northwest. Customers' insurance shall name Energy Northwest as an additional insured to Customer's policy.

Energy Northwest agrees to indemnify, waive, and save harmless Customer and its representatives from and against any and all liability arising from injury or death of persons or damage to property occasioned by any negligent act or omission or violation or breach of Paragraph 1.0. by Energy Northwest, its agents, servants or employees, including any and all expense, legal or otherwise, incurred by Customer or its representatives in the defense of any claim or suit relating to such injury or damage. This indemnification does not apply to liability arising from the negligence of Customer or its representatives or up to the limits of the Environmental Hazards Insurance provided for in Section 14.0. Energy Northwest's duty to indemnify does not apply to the negligent act or omission of its subtenants.

Except as noted in this paragraph, Energy Northwest shall not be responsible for or have any liabilities for damages suffered by Customer, its agents, officers, employees, invitees or licensees, customers, subcontractors, suppliers, or any other third party in the event a problem occurs with the operations of the "Premises" and/or any problem which results in failure in operations of these facilities. Such damages shall include, but not be limited to: violation of any third party intellectual property rights; loss or restoration of data or financial loss as a result of failure of operations, and all claims of any kind by Customers' end users. In the event of Energy Northwest's unlawful or willful misconduct in operating the Premises or facilities, Energy Northwest's liability shall be limited to damages caused to Customer's physical assets located on the Premises. Provided in no event shall Energy Northwest be liable to Customer, its agents, officers, employees, invitees or licensees, customers, subcontractors, suppliers or any other third party for damages for loss of use.

For the purpose of fulfilling this indemnity obligation, each Party agrees that this indemnity agreement shall apply to, but not be limited to, actions brought by its own employees against the other Party; i.e., for the purposes of suits brought against a Party ("sued Party") by the other Party's own injured employee ("employing Party"), the employing Party waives its immunity rights or protections created by the Worker's Compensation Act solely for the purpose of indemnifying the sued Party for the employing Party's own injured employee. The Parties agree that for actions brought by a Party's employee where the employee is solely suing its employer, the employing Party has not waived its Worker's Compensation Act and/or Industrial Insurance Act immunity rights or protections. THE PARTIES HEREBY ACKNOWLEDGE THIS PROVISION WAS MUTUALLY AGREED TO BY BOTH PARTIES.

As used in this provision, the phrase "any and all expense" includes, but is not limited to, claims, suits, judgments or proceedings for services, taxes, labor performed, materials furnished, provisions, supplies, board and room, liens, medical expenses, pain and suffering, bodily injury, death, loss of earnings, loss of consortium, garnishments,

court costs and attorney fees (including those required to seek enforcement of this agreement), and other costs of defense.

In any and all of its subtenant (reference attachment A) agreements, Customer agrees that it shall place the following indemnification requirement:

"For and in consideration of the permissive use of the Premises, subtenant agrees to indemnify, waive, and save harmless Energy Northwest and its representatives from and against any and all liability arising from injury or death of persons or damage to property occasioned by any negligent act or omission or usage of the property by subtenant, its representatives, agents, invitees, guests or employees, including any and all expense, legal or otherwise, incurred by Energy Northwest or its representatives in the defense of any claim or suit relating to such injury or damage. This indemnification does not apply to liability arising from the negligence of Energy Northwest or its representatives or up to the limits of the Environmental Hazards Insurance provided for in Section 14.0 of the Energy Northwest Agreement."

In the event of a violation or breach by Customer's subtenants of this provision in their subtenant agreement, Customer agrees to assign any and all claims and remedies to Energy Northwest for resolution.

14.0 Insurance

The Customer shall, at Customer's expense, maintain its membership in PURMS Joint Self-Insurance Agreement ("PURMS Agreement"), or a commercial general liability insurance policy with an insurer acceptable to Energy Northwest, insuring against any and all claims for injury to or death of persons and loss of or damage to property occurring upon, in or about the Premises arising from an act or omission of the Customer or any of its agents, employees, and representatives. Such agreement or insurance shall have liability limits of $2 million combined single limit for bodily injury and property damage per occurrence and in the aggregate.

Customer shall require its subtenants to carry commercial general liability insurance coverage or show proof of self-insurance with the same requirements and limits as provided herein and name Energy Northwest as an additional insured on the policy.

Customer or Customer's PURMS or insurer or Customer's Subtenant, or its insurer shall have the option to perform any required environmental remediation, or to pay for or reimburse the costs of any required environmental remediation to the satisfaction of Energy Northwest, Energy Northwest's insurer and the responsible regulatory authorities.

All insurance or PURMS Agreement required above shall be primary insurance as respects the Energy Northwest for any and all covered Customer's liabilities arising from an act or omission of the Customer or any of its agents, contractors, representatives, licensees or invitees. Any such insurance maintained by Energy Northwest shall be excess of Customer's insurance and shall not contribute to it. The liability of Customer and any of its insures shall not be reduced, offset, or otherwise affected by the existence and/or collectability of any insurance maintained by Energy Northwest and;

- Shall contain a provision whereby the carrier agrees not to cancel or significantly modify the insurance without thirty (30) days prior written notice to the Energy Northwest; and
- Shall name the Energy Northwest as additional insured and

- Shall not contain a severability of interest's exclusion.
- Shall contain a waiver of subrogation clause.

Customer agrees that if their current liability insurance or the PURMS Agreement does not sufficiently cover the operations of the "Premises" a supplement to their agreement or insurance shall be obtained to indemnify Energy Northwest. Customer's insurance or the PURMS Agreement shall name Energy Northwest as an additional insured to Customer's policy, or agreement.

The Parties understand that the comparative fault laws of the State of Washington will bind them.

On or before Benton PUD taking possession of the Premises pursuant to this Co-location Agreement, each party shall provide to the other a copy of the insurance policies, agreement, or certificates evidencing the aforesaid insurance coverage required above. Any commercial insurance shall be with underwriters acceptable to the Energy Northwest, such acceptance by Energy Northwest not to be unreasonably withheld. Renewal certificates and any changes in terms or underwriter shall be furnished to Energy Northwest for approval at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

Customer Property Insurance
The Parties understand that Lessee assumes all responsibility for loss to its personal property and leasehold improvements and alterations on the Premises, and Customer's loss of income due to fire on the Premises. Energy Northwest is in no way responsible for insuring, replacing, or repairing Customer's personal property, leasehold improvements and alterations, or loss of income, except for loss to Customer's personal property as a direct result of Energy Northwest's negligent acts, errors or omissions.

Energy Northwest Property Insurance
Energy Northwest shall, at Energy Northwest's expense, maintain for RSM CCCF a Commercial Property Policy including a Causes of Loss - Special Form, in an amount of the replacement value of the facility and permanently installed fixtures and equipment. All proceeds of any such insurance shall be payable to Energy Northwest and shall be applied to the restoration of the Premises. Any proceeds of such insurance remaining after such restoration shall belong to Energy Northwest.

Energy Northwest Environmental Hazards Insurance
Energy Northwest will maintain Environmental Hazards Insurance for accidental spills or releases at the RSM CCCF and name Customer and Customer's Subtenants as insured parties under this policy. Such insurance shall be excess to any insurance coverage provided under any applicable automobile or motor vehicle policies. By providing this insurance, Energy Northwest is in no way accepting or relieving the liability of such an event caused by Customer, its Subtenants, and any of the Customer's or Subtenants' representatives, agents, invitees, guests or employees.

Except for payment up to the Limits of the Environmental Hazards Insurance described above, the liability of the Customer, any subtenants, and any of its insureds shall not be reduced, offset, or otherwise affected by the existence and/or collectability of any insurance maintained by Energy Northwest that is not a covered loss or claim under the Environmental Hazards Insurance described above, and;

Customer as it relates to its use of the Premises shall implement best management practices to prevent unplanned releases of hazardous substances (as defined by CERCLA Section 102, SARA Title III, and/or Section 112(r) of the CAA), including oil, or dangerous waste (as defined by WAC-173-303) to the environment. In the event of an unplanned release caused by Customer, Customer or Customer's Subtenant shall take steps to mitigate the extent and severity of the release and protect the environment. Customer shall immediately report to Energy Northwest any unplanned release occurring on the RSM CCCF Site by Customer or upon notification by Customer's Subtenant.

This immediate verbal report shall contain the following information:
(1) Name, address, telephone number of the point of contact for Customer;
(2) Location at which the release occurs;
(3) Name and quantity of material(s) involved;
(4) The extent of injuries, if any;
(5) An assessment of actual or potential hazard to the environment and human health, where this is applicable;
(6) Estimated quantity of released material that resulted from the incident; and
(7) Actions which have been undertaken to mitigate the occurrence.

The verbal notification shall be followed by a written report containing the same information within 5 working days of the event.

By January 31 of each year, Customer will provide Energy Northwest with an inventory of hazardous substances Customer has caused to be on the Premises to include chemical name, CAS number, container description, and amount in pounds.

In any and all of its subtenant (reference attachment A) agreements, Customer agrees that it shall place this requirement:

"Subtenant shall implement best management practices to prevent unplanned releases of hazardous substances (as defined by CERCLA Section 102, SARA Title III, and/or Section 112(r) of the CAA), including oil, or dangerous waste (as defined by WAC-173-303) to the environment. In the event of an unplanned release caused by Subtenant, Subtenant shall take steps to mitigate the extent and severity of the release and protect the environment. Subtenant shall immediately report to Benton PUD and Energy Northwest any unplanned release occurring on the RSM CCCF Site.

This immediate verbal report shall contain the following information:
(1) Name, address, telephone number of the point of contact for Subtenant;
(2) Location at which the release occurs;
(3) Name and quantity of material(s) involved;
(4) The extent of injuries, if any;

(5) An assessment of actual or potential hazard to the environment and human health, where this is applicable;
(6) Estimated quantity of released material that resulted from the incident; and
(7) Actions which have been undertaken to mitigate the occurrence.

The verbal notification shall be followed by a written report containing the same information within 5 working days of the event.

By January 31 of each year, Subtenant will provide Benton PUD and Energy Northwest with an inventory of hazardous substances Subtenant has caused to be on the Premises to include chemical name, CAS number, container description, and amount in pounds."

15.0 Environmental, Health and Safety

The Customer shall be solely responsible for all Customer activities conducted within RSM CCCF to ensure that such activities are, on an on-going basis, in compliance with the environmental/regulatory requirements of the Environmental Protection Agency or the Washington State Department of Ecology, the health and safety requirements of OSHA, WSHA, the City of Richland and Benton County, and with any environmental or personnel health and safety requirements that may be established and communicated in writing by RSM CCCF management.

Customer agrees to collect and dispose of any and all hazardous waste generated by his or her activities at RSM CCCF in compliance with local, state, and federal laws and regulations.

16.0 Assumption of Risk

To the extent permitted by law, the Customer assumes all risk of injury to persons or damage to property occurring in or about the Premises as a result of Customer's use or occupancy of the Premises (unless caused by the negligent act, error or omission of Energy Northwest, its employees or agents), the negligence or willful misconduct of Customer, its agents, officers, representatives, employees, invitees or guests, or as a result of Customer's failure to perform or abide by any of the covenants or conditions of this Agreement. The Customer shall reimburse Energy Northwest for any costs or expenses, including attorney's fees, which Energy Northwest may incur in defending any such claim.

Energy Northwest shall not be responsible for any injuries or damages incurred by Customer, its agents, officers, employees, invitees or licensees arising from acts or omissions of any subtenants or from any cause other than the negligence or willful misconduct of Energy Northwest or its employees.

17.0 Security

Customer, and their respective employees, agents, invitees and licensees agree to comply with all security regulations and procedures established by Energy Northwest for the facility. Energy Northwest shall provide up to two (2) Customer employees and up to two (2) of Customers subtenants employees, and such other individuals designated by Customer, and agreed to by Energy Northwest, with electronic security access to the facility, including common use areas. Customer shall pay Energy Northwest ten dollars ($10) for each electronic access key card or for replacements thereof due to damage or loss.

Customer shall provide and maintain at its sole expense its own security provisions specific to portions of the Customer Premises for which Customer security requirements exceed facility security provisions provided by Energy Northwest. Customer shall provide Energy Northwest reasonable access to such Customer secured areas in case of emergency, and to provide Energy Northwest with reasonable assurance that Customer remains in compliance with the terms and conditions of this Agreement, and to conduct routine facility maintenance and inspections in accordance with the terms and conditions of this Agreement.

Note: DOE site specific access rules for the site access road, gate 106 on the main road (US Department of Energy Res. RD) leading to RSM CCCF site and 2nd security gate to the site will be added when finalized.

18.0 Site Access Customer acknowledges and understands that in accordance with paragraph 11 of the DOE License incorporated herein, that road maintenance is limited to snow and debris removal, and necessary repairs so that Customer and Customer subtenants can utilize the road at their own risk for travel to and from the CCCF as required to sustain radio operation of their systems.

19.0 Site Rules Customer represents that its employees, representatives, invitees and agents will abide by all Energy Northwest rules and regulations while on the Premises.

20.0 Interference with Communications Customer and Energy Northwest shall co-operate with each other and any third parties occupying space on the Premises so as to: (1) not create unreasonable radio frequency interference with the transmission operations with each other and any third parties occupying space on the Premises; (2) minimize and/or determine the cause of interference between their respective operations on the premises. In the event such interference occurs, the party causing the interference agrees to correct such interference within 48 hours of written notice by Energy Northwest or cease use of its facilities.

Any subtenant agreements entered into by Benton PUD which permits the installation of telecommunications equipment on the Premises shall include the following provision: "Customer agrees to operate its transmission equipment so as to not create unreasonable radio frequency interference with the transmission operations of any third party occupying space on the Premises. In the event such interference is caused by tenant, tenant agrees to correct such interference within 48 hours of written notice by Energy Northwest or cease use of its facilities."

21.0 Interpretation The agreement shall be construed and interpreted in accordance with the laws of the Sate of Washington.

22.0 Entire Agreement This agreement and any addenda, attachments, exhibits, and other documents incorporated herein constitute the entire agreement between the Parties with respect to its subject matter and supersede all other representations, understandings or agreements that are not expressed herein, weather oral or written. Except as otherwise set forth, no amendment to this Agreement shall be valid unless in writing and signed by both Parties.

23.0 Notices For purposes of this Agreement, notices as required hereunder or otherwise desired by the Customer shall be forwarded to Energy Northwest's representative:

Jacque Fuller, Telecommunications Supervisor
Energy Northwest
PO Box 968 MD 1032
Richland, WA 99352
509.377.8757

Notices as required hereunder or otherwise desired by Energy Northwest shall be forwarded to Customer's representative:

Stephen B. Hunter, Director of Operations
Benton PUD
PO Box 6270
Kennewick, WA 99336
509.582.1237

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in duplicate, as of the date first written above.

PUBLIC UTILITY DISTRICT NO. 1 OF BENTON COUNTY, WASHINGTON

Chad J Bartram
Name

ASST GENERAL MANAGER
Title

6/14/10
Date

ENERGY NORTHWEST Business Development Fund

Name

Supervisor, Purchasing & Contracts
Title

6/23/10
Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/11/2010

PRODUCER
Marsh USA, Inc.
1301 5th Avenue, Suite 1900
Seattle, WA 98101

J26976--PLL-2010

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Navigators Specialty Insurance Company	36056
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Energy Northwest
Business Development Fund
Attn: Mr. Jim P. Burns
P.O. Box 968
Richland, WA 99352-0968

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COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GENERAL AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N				E.L. EACH ACCIDENT	$
		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Pollution Legal Liability	SF10ESP715977NC	02/19/2010	02/19/2013	Insured Sites - Per Occ.	$1,000,000
						Off-site Activities - Per Occ.	1,000,000
						Aggregate	1,000,000
						Deductible	25,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: Rattlesnake Mountain

Certificate Holder and their sub-tenants are included as Additional Named Insureds regarding the referenced Pollution Legal Liability Insurance as respects its interest as a tenant of the Named Insured, per the attached endorsement.

CERTIFICATE HOLDER SEA-001586775-03

Benton County PUD
PO Box 6270
2721 W. 10th Avenue
Kennewick, WA 99336

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Van H. Vong

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ENDORSEMENT NO.

SPECIMEN

Effective 12:01 AM Std Time: **Issued to:**

Policy Number: **Company:**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED(S) ENDORSEMENT

Solely with respect to a **pollution incident** at, on, or under an **insured site**, it is hereby agreed that the following person(s) or entity(ies) are included as a **named insured** under section **II. WHO IS AN INSURED**, paragraph **A. Named Insureds**, subparagraph **2. Named Insured**:

NAMED INSURED(S)

Tri-City Amateur Radio (TCAR)
Columbia Communications Inc. (CCI)
Department of Energy
DOE Subtenants:

- Pacific Northwest National Laboratory Seismic
- Pacific Northwest National Laboratory Weather (To be determined)
- Department of Energy Groundwater (CHPRC)
- Department of Energy Operations & Maintenance (Lockheed Martin)
- Department of Energy Safeguards and Security (Lockheed Martin)
- Department of Energy Support Services (Columbia Communications)

Benton County PUD
Benton County PUD Subtenants:

- AT&T Wireless (ATT)
- Department of Transportation (DOT)
- Mid Columbia (MID)
- Civil Air Patrol (CAP)
- Washington State Department of Natural Resources (DNR)
- City of Richland (COR)
- County of Franklin (COF)
- NOAA's National Weather Service (NWS)
- Franklin County PUD (FPUD)
- Department of Environmental Management (DEM)
- Benton County Emergency Services (BCES)

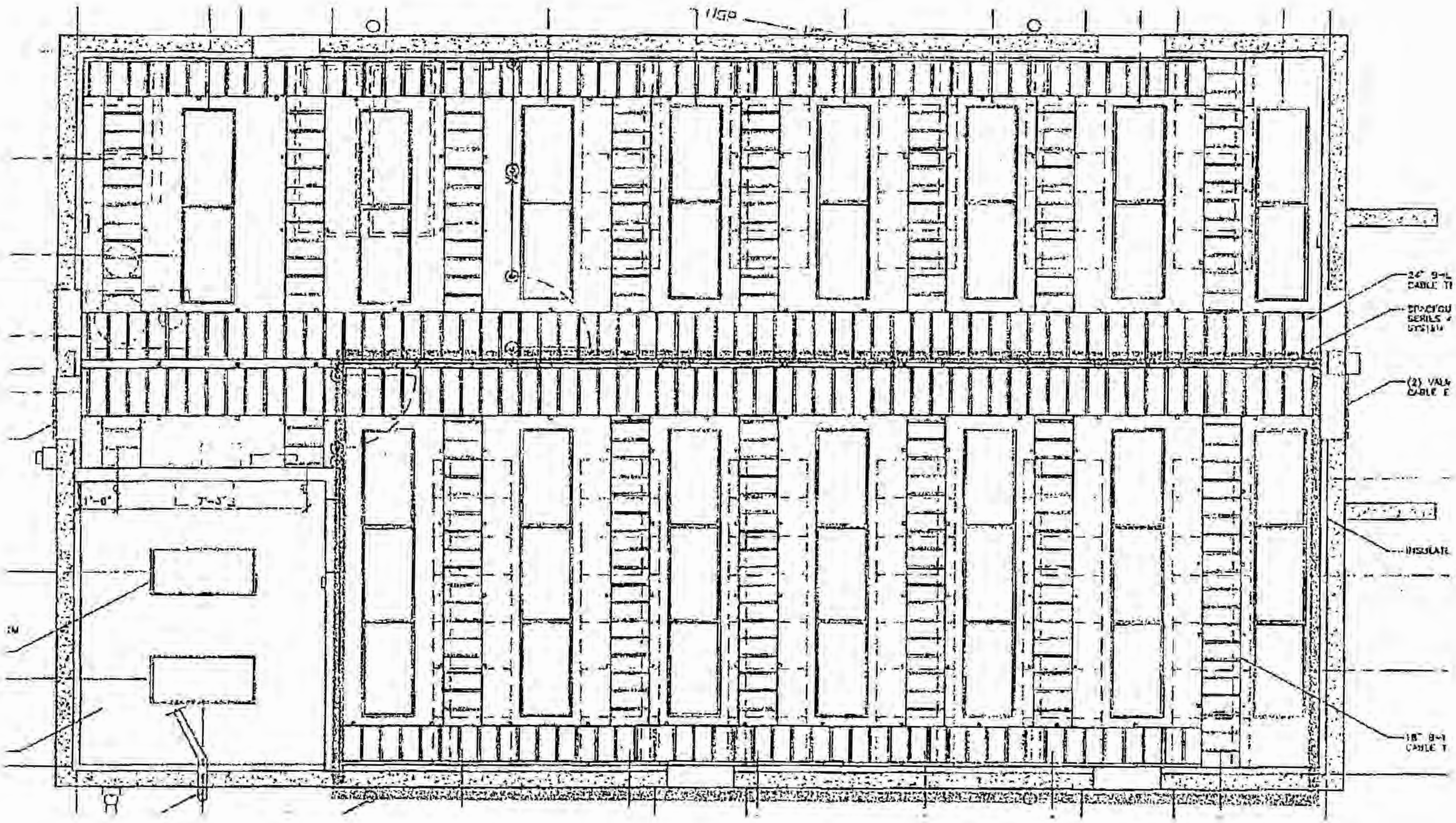
All other terms, conditions, and exclusions shall remain the same.

Attachment A- Tenant Listing

Agency	Contact Name	E-mail	Phone	Mailing Address
Benton County Emergency Services	Doug deGraaf	d.degraaf@bces.wa.gov	509-628-1552	651 Truman Ave Richland WA 99352
City of Richland	Clint Whitney	cwhitney@ci.richland.wa.us	509-942-7425	PO Box 190, M/S 23 2700 Duportail St Richland WA 99352
Washington State Department of Natural Resources	Marc Johnson	marc.johnson@dnr.wa.gov	360-596-5180	MS 47042 Olympia WA 98504-7042
Franklin County	Ed Bush	ebush@co.franklin.wa.us	509-545-3500	1016 N. 4th Pasco WA 99301
NOAA	Johnny Blagg	johnny.blagg@noaa.gov		
Franklin PUD	Dale Gutmann	dgutmann@franklinpud.com	509-547-5591	PO Box 2407 1411 W. Clark Street Pasco WA 99301
Washington State Department of Transportation	Delori Soukup	SoukupD@wsdot.wa.gov	360-705-7339	PO Box 47338 Olympia WA 98504-7338
Washington State Emergency Management	Don Miller Military Dept.	d.miller@emd.wa.gov	253-512-7035	Building #20Camp Murray, WA 98430

Attachment B- Benton PUD Bay

638 square feet- 41 rack capacity



1st Year CCCF O&M Estimated Total Cost

	2010													
	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Total	
Project Management	8,054	8,054	####	4,027	4,027	4,027	4,027	4,027	4,027	4,027	4,027	4,027	56,377	
Telecommunication Technician	2,137	1,425	####	1,425	1,068	1,068	1,068	1,068	1,068	1,068	1,068	1,068	14,956	
Electrical Technician	638	638	638	638	319	319	319	319	319	319	319	319	5,103	
Janitorial / House Keeping	1,387	1,387	####	1,387	1,387	1,387	1,387	1,387	1,387	1,387	1,387	1,387	16,644	
Labor Costs (Fully Burdened)	**12,216**	**#####**	**####**	**7,476**	**6,801**	**6,801**	**6,801**	**6,801**	**6,801**	**6,801**	**6,801**	**6,801**	**93,080**	
Insurance	10,450			5,750			5,750			5,750			27,700	
Electrical - Benton PUD	1,840	1,840	####	1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,840	1,840	22,080	
Propane	575			575			575			575			2,300	
Building Maintenance	2,875			2,875			2,875			2,875			11,500	
Road Maintenance										5,000		5,000	10,000	
Outside Services (PM ,HVAC, Gen)		3,000			3,000			3,000			3000		12,000	
Materials & Supplies		300			300			300			300		1,200	
Reoccuring Costs	**15,740**	**5,140**	**####**	**11,040**	**5,140**	**1,840**	**11,040**	**5,140**	**1,840**	**#####**	**5,140**	**6,840**	**86,780**	
Sub-Total Cost	**27,956**	**#####**	**####**	**18,516**	**11,941**	**8,641**	**17,841**	**#####**	**8,641**	**#####**	**11,941**	**13,641**	**179,860**	
B&O Tax @ 1.5%	**419**	**250**	**140**	**278**	**179**	**130**	**268**	**179**	**130**	**343**	**179**	**205**	**2,314**	
Total Monthly Cost	**28,375**	**#####**	**####**	**18,794**	**12,120**	**8,771**	**18,109**	**#####**	**8,771**	**#####**	**12,120**	**13,846**	**182,174**	**182,174**
Total 1st year O&M	**182,174**													

Provisional Monthly Billing Rate

Cost per Rack X		# of Racks		Total Rate
353.05	x	TBD	=	TBD

(Estimates based upon current 43 rack occupancy rate)

Additional Fees

To be determined based upon the total number of commercial tenant racks.

Commercial Lease Fee	**1,667**	**1,667**	**####**	**1,667**	**1,667**	**1,667**	**1,667**	**1,667**	**1,667**	**1,667**	**1,667**	**1,667**	**20,004**

Note: First months O&M cost to be adjusted based upon beneficial occupancy

LICENSE

The UNITED STATES OF AMERICA, acting by and through the U.S. DEPARTMENT OF ENERGY ("DOE"), RICHLAND OPERATIONS OFFICE, hereinafter referred to as DOE, hereby grants a License to ENERGY NORTHWEST, a joint operating agency and a municipal corporation organized under the laws of the State of Washington, by and through its Business Development Fund, hereinafter referred to as Licensee, to use a portion of the Hanford Nuclear Reservation, real property located in Benton County, Washington and owned by the United States of America (hereinafter called the "Hanford Site"). Licensee's use of the Hanford Site shall be limited to that parcel of land, located on Rattlesnake Mountain, set forth on EXHIBIT A. Exhibit A is attached hereto and incorporated by this reference. Licensee is hereby authorized, for the duration of this License, the right to use: (a) a utility corridor off of the Benton Public Utility District existing easement servicing Rattlesnake Mountain in order to service the Premises; and (b) the existing government-owned road for ingress and egress to and from the Premises.

1. DEFINITIONS:

(a) The term "DOE" means the United States Government, United States Department of Energy or any duly authorized representative thereof, including, without limitation, the Manager, Department of Energy, Richland Operations Office.

(b) The term "Licensee" means Energy Northwest, as identified and described above.

(c) The term "Hanford Site" means the entire U.S. Department of Energy, Hanford Nuclear Reservation, real property, owned by the United States of America and located in Benton County, State of Washington, of which the Premises are a part.

(d) The term "Premises" means the parcel as legally described in Exhibit A and includes the Combined Community Communication Facility ("CCCF"), the existing tower, tower to be built pursuant to the Combined Community Communications Facility Execution Plan ("CCCFEP"), dated January 2, 2009, and the utility corridor as described herein.

(e) The term "Real Property" means land. The term "land," as used herein for the purpose of this License, shall be narrowly construed to mean land and land only, and shall not be construed to include improvements thereto or thereon, including, but not limited to, concrete supports, foundations, structures, walls, buildings, fixtures, personal property and/or anything else on, attached or affixed to such land.

(f) The term "Combined Community Communication Facility" ("CCCF"), as used

herein for the purpose of this License, means a facility, as proposed by Licensee in the CCCFEP, that would effectively house and support existing Federal, city, county and commercial tenants of Rattlesnake Mountain, who agree and consent to be co-located, including the associated communication tower infrastructure.

2. TITLE: DOE is the owner and sole titleholder of real property. Licensee is the owner and sole titleholder of any and all improvements to the real property, including, but not limited to, concrete supports, foundations, structures, walls, buildings, fixtures, and personal property.

3. TERMINATION OF PREEXISTING RIGHTS: The rights Energy Northwest acquired through that certain Easement Deed, dated May 28, 1982, as recorded at the Benton County Auditors Office, Volume 429, Page 1123, File Number 869730 are terminated as of April 1, 2010. In the event that Licensee will require use of the aforesaid Easement Deed after the date of April 1, 2010, Licensee agrees to submit to DOE on or before March 1, 2010 a written request for an extension of such Easement Deed. DOE, while reserving the right to decline to grant such an extension in the sole exercise of its discretion, covenants that authorization for an extension of the 1982 Easement Deed will not be unreasonably withheld if Licensee, in the determination of DOE, has demonstrated a continuing need for it.

4. CONTRACT LEASE NUMBER AT(45-1)-2269: The parties recite that they entered into that certain Indenture of Lease under Contract No. AT(45-1)-2269 which, among other things, enabled Licensee to build and operate the Columbia Generating Station ("CGS") on the Hanford Site.

5. LICENSE TERM: It is the intention of the parties hereto, DOE and Licensee, that the subject License shall not expire before the Indenture of Lease under Contract No. AT(45-1)-2269 for the Energy Northwest Columbia Generating Station. Therefore, the parties mutually covenant and agree that this License will commence on August 1, 2009 (hereinafter called the "Commencement Date"), and will terminate on January 1, 2052 (hereinafter called the "Termination Date"). The duration of this License, from August 1, 2009 to January 1, 2052, is referred to herein as the License Term.

There is a relationship between this License and the Indenture of Lease under Contract No. AT(45-1)-2269 for the Energy Northwest Columbia Generating Station ("CGS"). Licensee's CGS, with DOE's full concurrence and cooperation, has placed reliance for many years on communication facilities located on Rattlesnake Mountain pre-dating the execution of this License.

The parties are in agreement that the CGS licensing renewal process, should Licensee and/or CGS pursue an extension of its CGS license with the Nuclear Regulatory

Commission, is the appropriate avenue for extending the CCCF License. Therefore, this License does not contain an option for an extension or renewal beyond the Termination Date of January 1, 2052. Nevertheless, DOE acknowledges that Licensee may be interested in pursuing an extension of this License if its CGS license is extended, or that Licensee may have a need for a continuity of communications post-license for storage of spent nuclear fuel and related operations. In this event, the parties agree that it is incumbent upon Licensee to timely request an extension of this License from DOE. While an extension of the CGS license will not automatically extend this License, DOE fully expects to extend the term of this License, upon receiving Licensee's request, if at such time the parties hereto believe that such extension is necessary for the CGS's license and operations.

6. CONSIDERATION AND RENT: DOE has a need for emergency management, security and fire management communication for the Hanford Site. These needs are being met, immediately prior to the execution of this License, by DOE's own communication facility on Rattlesnake Mountain.

Similarly, Licensee has a need for local and regional emergency management in connection with Licensee's ongoing operations and management of the Columbia Generating Station. These needs are being met, immediately prior to the execution of this License, by Licensee's own communication facility on Rattlesnake Mountain.

Licensee presented DOE with its Combined Community Communications Facility Execution Plan ("CCCFEP") for the future placement and construction of the CCCF on Rattlesnake Mountain. DOE, in a letter dated January 30, 2009, concurred with Licensee's CCCFEP.

The parties mutually covenant and agree that Licensee is obligated to tender rent to DOE for lease of the Real Property, as defined in Paragraph 1(e) of this License, in the sum of $15,000 annually for the first year of this License and $20,000 annually for each year thereafter, payable as follows:

(a) First Year: $3,750 payable on the Commencement Date and $11,250 payable on November 1, 2009; and

(b) Second Year and All Successive Years: $20,000 payable on the Commencement Date.

DOE reserves the right to unilaterally adjust the rent for lease of the Real Property, as above-described, upon providing Licensee with sixty (60) days written notice. Such rent will be mailed to the party designated herein to receive notice on behalf of DOE.

Consideration is present in the form of enforceable mutual promises in this License.

7. PURPOSE: This License provides Licensee with access to the Premises and for any and all other purposes pertaining to the CCCF, including design, construction, management and eventual removal.

8. DESIGN, CONSTRUCTION AND MANAGEMENT OF THE CCCF: Licensee is hereby authorized, consistent with the CCCFEP submitted by Licensee to DOE, to design, construct and otherwise install the CCCF on the Premises. The term design, construction and management of the CCCF, as used herein, includes, but is not limited to, the following activities regarding the CCCF: design; execution; installation; construction, including building the CCCF structure and any and all equipment pertaining thereto; integration and consolidation of existing Rattlesnake Mountain tenants into the CCCF, who agree and consent to be co-located therein at their own expense; incorporation of Licensee's CCCFEP into the design; operations; maintenance; repair; eventual complete removal of the CCCF; and compliance with any and all applicable laws, regulations and other requirements. For the sake of clarification, Licensee is responsible only for its own relocation, integration and consolidation into the CCCF, but shall not be responsible for the relocation, integration and consolidation of any other existing Rattlesnake Mountain tenants into the CCCF who agree and consent to be co-located therein. This grant of authority is subject to certain limitations and restrictions: (a) Licensee's activities pertaining to the CCCF shall not interfere in any manner with DOE's operations for the full duration of this License; (b) no other use, other than the CCCF use that is the subject of this License, shall be allowed; (c) access to the CCCF will be strictly limited to matters pertaining to the CCCF; (d) all construction material and debris shall be removed from the Premises and any other impacted areas, within the general vicinity of the CCCF on Rattlesnake Mountain, within thirty (30) days from completion of construction; (e) Licensee is provided with authorization to use a reasonable portion of Real Property adjacent to the Premises as a laydown area during the construction phase, so long as Licensee identifies such area in advance to DOE and establishes a boundary for such area; (f) areas outside of the Premises disturbed during construction, including the aforementioned laydown area, shall be restored to native sagebrush, forbs, and grasses as approved by DOE; and (g) Premises shall be neatly maintained at all times, which means, in essence, that Licensee must timely remove debris and otherwise exercise good housekeeping practices in a manner that is respectful of the site.

9. DOE APPROVAL OF PLANS: DOE and Licensee agree to the following: (a) during construction Licensee shall keep DOE up-to-date on the progress of construction; (b) during testing, after the conclusion of construction but before operational commencement, Licensee shall timely advise DOE of any issues, problems and other relevant matters; and (c) once construction has been completed and operations commenced Licensee shall submit to DOE any and all plans pertaining to the CCCF,

which must be approved in writing by DOE, and DOE agrees that it shall respond to Licensee's requests for approval of plans within thirty (30) days.

10. EXISTING NON-CCCF COMMUNICATION FACILITIES: Once present communication tenants have vacated existing, non-CCCF facilities on Rattlesnake Mountain, Licensee shall not be obligated to demolition such facilities or to restore such sites.

11. LICENSEE'S ACCESS: Licensee shall have the right of ingress and egress to and from the Premises over the existing Government-owned road shown on EXHIBIT A.

Licensee acknowledges and understands that such Government-owned road is a primitive road. The term "primitive road," as used herein for the purpose of this License, means a road that is not in good condition, is in a state of disrepair to at least some extent, is in poor or substandard condition in many places, is not routinely maintained or repaired, does not have posts and guardrails in compliance with Washington State Department of Transportation ("WSDOT") standards, does not otherwise meet WSDOT standards and otherwise may be a poor or inadequate road for ingress and egress to and from the Premises.

Licensee additionally understands and agrees that the primitive road may present a particular hazard during the winter in adverse weather. This hazard may include, but is not necessarily limited to, snow, ice, hail, slippery surfaces and blocked access. Such assumption of liability and responsibility by Licensee shall not be construed to include assuming risks or liability for acts by DOE, its agents or representatives.

As a condition of this License, Licensee agrees to maintain continued road access. Road maintenance is limited to snow and debris removal, and necessary repairs so that maintenance and operation personnel can travel to and from the CCCF as required to sustain radio operation of their systems.

Vehicular traffic will not be allowed off of existing roads and parking areas. Foot traffic will be minimized in areas other than existing roads, walkways, and parking areas. Travel to the Premises will be minimized to the minimum extent needed for operation, maintenance and repair of the CCCF.

DOE reserves the right to restrict access or prevent access in the event of an emergency or other need. Licensee shall maintain and supply DOE with the names of all persons authorized by Licensee to access the Premises, and shall notify DOE when such authorization for any person has been terminated.

Licensee understands and agrees that access is strictly limited to design, construction and management of the CCCF, as such term is used herein.

12. RESERVED USE OF THE PREMISES AND CCCF: DOE reserves unto itself the right to access the Premises and CCCF, including all parts thereof. Licensee agrees to provide DOE with such access, subject to one limitation and restriction: should DOE desire access to the non-DOE portion of the CCCF, DOE must request such access in advance by providing forty-eight (48) hours notice in writing and Licensee must provide an escort during all such times.

13. UNILATERAL TERMINATION BY DOE: This License may be terminated in whole or in part unilaterally by DOE, by providing two (2) years written notice to Licensee. DOE need not provide Licensee with reasons or grounds for terminating this License, but may terminate this License of its own accord in the exercise of its sole discretion. However, DOE fully expects that: (a) this License will remain in full force and effect through the date of January 1, 2052; and (b) it will have and maintain a mutually beneficial and cooperative relationship with Licensee throughout the duration of this License through the date of January 1, 2052. In the event that DOE terminates this License early, it covenants that it will use its best efforts to work in a spirit of good faith with Licensee to find an alternate solution in a manner that is responsive to Licensee's needs from the standpoint of timeliness.

14. UNILATERAL TERMINATION BY LICENSEE: This License may be terminated in whole or in part unilaterally by Licensee, by providing two (2) years written notice to DOE.

15. REMOVAL AND RESTORATION: Licensee covenants and agrees that it will, at its own expense and without any right of reimbursement or recovery from DOE, completely remove the CCCF, including every part and component thereof, from the Premises on or before the date that is two (2) years after either: (a) the Termination Date of January 1, 2052 (Termination Date); or (b) the date that the term of this License ends, in the event that one party exercises its option to terminate this License early upon providing the other party with two (2) years written notice. Licensee will restore the Premises to the condition that existed before the installation of the CCCF, and will do so on or before the date that is two (2) years after the expiration of the license term.

16. DAMAGE TO DOE PROPERTY: Any property of DOE that is damaged or destroyed as a result of the actions of Licensee, its employees or agents, incident to the design, installation and management of the CCCF, including removal and restoration, or the exercise of any other rights authorized by this License shall be promptly repaired or replaced by Licensee to the satisfaction of DOE. In lieu of such repair or replacement Licensee shall, if required by DOE, pay DOE a sufficient sum of money to compensate

for the loss sustained by DOE as a result of the damage to or destruction of such DOE property.

17. LICENSEE INDEMNITY: Licensee, by acceptance of this License, agrees that it shall indemnify and hold harmless DOE, the contractors of DOE and the officers, employees and representatives of DOE, from any claims, costs (including, but not limited to reasonable attorney fees, consultant fees and/or expert witness fees) or liabilities (including, but not limited to sums paid in settlement of claims), arising during the term of the License or thereafter from the injury or death of any person or persons or the damage of any property attributable to Licensee's acts or omissions during Licensee's occupancy or use of the CCCF and Premises or as a result of Licensee's exercise of any other rights allowed under the terms of this License.

Licensee agrees to defend, indemnify and hold harmless DOE, including all of DOE's agents and representatives, from and against any claims, demands, causes of action, liabilities, judgments or damages arising from Licensee's negligence or acts or omissions resulting in injury to or death of persons (including employees of DOE, Licensee and Licensee's authorized representatives) or resulting in damage to or loss of property (including the property of DOE). Licensee's defense and indemnity obligations hereunder include claims and damages arising from design, construction and management of the CCCF, as that term is defined and used herein, as well as the use by Licensee of a primitive road for ingress and egress, power, electrical, telecommunications, facilities, equipment, tools, infrastructure or other materials furnished directly or indirectly to Licensee by DOE or otherwise coordinated or facilitated by DOE.

In the event that Licensee, with the authorization of DOE, engages a third party to provide certain repair, maintenance and operation services, Licensee shall, upon the direction of DOE, secure an indemnity agreement executed by the third party.

Licensee's obligations, as set forth in this paragraph, are subject to one limitation and restriction: Licensee shall not be obligated to indemnify DOE, or to otherwise hold DOE harmless, for matters arising from the negligence, acts or omissions of DOE, its agents or representatives.

18. LICENSEE ENVIRONMENTAL INDEMNITY: Licensee, by acceptance of this License, agrees that it shall indemnify and save harmless DOE, contractors of DOE and authorized representatives of DOE, from any claims, costs (including, but not limited to, reasonable attorney fees, consultant fees and/or expert witness fees) or liabilities (including, but not limited to, sums paid in settlement of claims), which arise during or after the term of this License from or in connection with the presence or suspected presence of hazardous substances in the air, soil, water, groundwater or soil vapor on or

under the CCCF and the Premises, which Licensee is allowed to use under this License, or arising from or in connection with the presence or suspected presence of hazardous substances which have been released from the CCCF to the extent that the presence of such hazardous substances is the result of acts or omissions of Licensee or its authorized representatives or otherwise results from the operations conducted by Licensee on the Premises, except to the extent attributable to the negligent or intentional acts or omissions of DOE, contractors of DOE and authorized representatives of DOE, but such indemnification shall only be applicable to the extent hazardous substances have been introduced or otherwise caused by Licensee or its authorized representatives on or before the effective date of this License. Further, Licensee is not required to provide indemnification for hazardous substances pre-existing the effective date of this License. Hazardous substances, for the purposes of this License shall include, but not be limited to, any hazardous or toxic substance, material or waste which is (1) petroleum or petroleum derivative; (2) asbestos; (3) polychlorinated biphenyls (PCB); (4) designated as "Dangerous Waste" or "Extremely Hazardous Waste" by the State of Washington under authority of the Hazardous Waste Disposal Act, RCW Chap. 70-105, and associated regulations, WAC Chap. 173-303; (5) designated as "Hazardous Substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sections 9601, et seq.; (6) designated as "Hazardous Waste" pursuant to the Resource Conservation and Recovery Act (RCRA), 42 USC Sections 6901, et seq.; (7) designated as a "Hazardous Substance " under the Clean Water Act, 33 USC § 1321, or listed pursuant to 33 USC § 1317; (8) listed by the U.S. Department of Transportation at 49 CFR 172.101 or the U.S. Environmental Protection Agency at 40 CFR Part 302; (9) is subject to corrective action requirements pursuant to Section 3003 of RCRA; and (10) any other substance, waste or material which is regulated as hazardous, dangerous or solid waste by any federal, state or local agency.

Without limiting the generality of the indemnification undertaken by Licensee, the indemnification shall specifically cover costs incurred in connection with any investigation of site conditions or any cleanup, removal, restoration or remedial action required by any federal, state or local regulatory authority, or undertaken by DOE or its authorized representatives to comply with any federal, state or local environmental protection or restoration laws, regulations or ordinances deemed applicable to the site by DOE. The obligation undertaken by Licensee to provide indemnification to DOE or its authorized representatives shall survive the expiration or early termination of this License.

Should remedial efforts become necessary or advisable, DOE agrees to notify Licensee about the need for any such efforts and to involve Licensee, in advance of remediation, in such process to the extent that this may be practical under the circumstances. Further, the parties covenant and agree to cooperate with each other, and with any and all regulators and the regulatory process, with regard to such remedial efforts.

To insure that DOE is in compliance with requirements stated in the Hanford Resource Conservation and Recovery Act Permit, Chapter I §E.15, Licensee shall immediately report to DOE the release of any dangerous waste or hazardous substances occurring on the Hanford Site.

This immediate verbal report shall contain the following information:

(a) Name, address, and telephone number of the point of contact for Licensee;
(b) Location at which the release occurs;
(c) Name and quantity of material(s) involved;
(d) The extent of injuries, if any;
(e) An assessment of actual or potential hazard to the environment and human health, where this is applicable;
(f) Estimated quantity of released material that resulted from the incident; and
(g) Actions which have been undertaken to mitigate the occurrence.

19. PERMITS, LICENSES AND OTHER REQUIREMENTS: Licensee shall obtain all necessary permits, licenses, certifications and/or authorizations required for the design, installation and management of the CCCF. Licensee shall comply with all applicable federal, state and local laws, regulations, ordinances and codes. At the request of DOE, Licensee shall produce any required licenses, permits, certifications or authorizations as evidence of compliance with this provision. Licensee additionally agrees to comply with the Environmental Assessment ("EA") For The CCCF (DOE/EA-1660D), the Finding Of No Significant Impact ("FONSI") For The CCCF (DOE/EA-1660) and the Memorandum of Agreement with the State Historical Preservation Office ("SHPO") regarding the CCCF on Rattlesnake Mountain.

20. CULTURAL RESOURCES MANAGEMENT: Licensee agrees and acknowledges that a certain document, commonly known as the Rattlesnake Mountain Cultural Resource Management Plan ("RMCRMP"), is in the process of being developed. Licensee agrees to comply with the RMCRMP from its effective date. Licensee agrees to follow the Hanford Cultural Resources Management Plan ("HCRMP") for all activities regarding the design, installation, management and removal of the CCCF, including, but not limited to, watching for cultural materials (e.g., bones and artifacts), stopping work upon making a discovery, notifying DOE of cultural finds and arranging, if necessary for mitigation of impacts to finds.

21. HANFORD EXCAVATION PERMIT: Hanford Excavation Permit approval is required prior to any excavation work at the Hanford Site and/or Premises. Licensee is responsible for locating and ensuring that all underground utilities and infrastructure are protected during excavation. Licensee may acquire support from a contractor operating

under DOE to provide subsurface scanning to adequately locate known and unknown underground utilities and infrastructure prior to excavation.

22. SAFETY REQUIREMENTS: Licensee shall ensure that its operations of the CCCF on the Premises are fully protective of the environment and of human health and safety. In addition, at the request of DOE, Licensee shall produce any required licenses, permits, certifications or authorizations as evidence of compliance with this provision. To ensure this result, Licensee warrants that it will comply with the requirements set forth in this Clause.

Licensee shall comply with applicable Occupational Safety and Health Act (OSHA) and Washington Industrial Safety and Health Act (WISHA) regulations and other applicable occupational and safety regulations as required by local, state, and federal government.

Licensee shall abide by the Hanford Site's Stop Work Policy, as provided herein:

(a) Stop Work Responsibility: Every Hanford Site employee, regardless of employer, has the responsibility and authority to stop work IMMEDIATELY, without fear of reprisal, when the employee is convinced a situation exists which places himself/herself, a coworker(s), or the environment in danger. Stop work is defined as stopping the specific task(s) or activity that poses danger to human health and/or the environment.

(b) Reporting Unsafe Conditions: Employees are expected to report any activity or condition which he/she believes is unsafe. Notification should be made to the affected worker(s) and then to the supervisor or his/her designee at the location where the activity or condition exists. Following notification, resolution of the issue resides with the responsible supervisor.

(c) Right to a Safe Workplace: Any employee who reasonably believes that an activity or condition is unsafe is expected to stop or refuse work without fear of reprisal by management or coworkers and is entitled to have the safety concern addressed prior to participating in the work.

(d) Stop Work Resolution: If you have a "stop work" issue that has not been resolved through established channels, immediately contact your employer's Safety Representative or your Union Safety Representative. Alternatively, you may contact your Employee Concerns Program or the DOE Employee Concerns Program.

23. CCCF TENANTS: Licensee shall not allow new or additional CCCF tenants, over and above such tenants that transitioned into the CCCF in conjunction with the initial

relocation, without the written approval of DOE. Licensee is granted authority to sublet space or portions thereof to subtenants upon DOE's written approval, with this proviso: the terms, covenants and conditions of this License shall be binding and fully enforceable with regard to such subtenants. Additionally, the terms, covenants and conditions of this License shall be incorporated into any and all contracts and/or subleases that Licensee enters into with such subtenants.

24. INTERFERENCE WITH OTHER OPERATIONS: Communication equipment of the CCCF shall comply with Federal Communications Commission ("FCC") rules and regulations so as to avoid interference with any and all other operations.

25. FREQUENCY AND COMMUNICATION SYSTEMS: Licensee covenants that agreements it enters into with CCCF subtenants will contain provisions regarding wiring, antennae systems, cabinet racks and motors that will adequately shield and protect RF interferences. Similarly, Licensee acknowledges and agrees that it shall adequately shield and protect RF interferences regarding wiring, antennae systems, cabinet racks and motors. The CCCF shall not be used for any Frequency Modulation broadcasting in the 88 to 108 megacycle bands, inclusive, or for television broadcasting. Licensee shall assume all responsibility for ensuring that all equipment installed at the CCCF is operated in conformance with the terms of this License.

26. REASSIGNMENT: Any interest herein or claim hereunder may only be assigned or transferred by Licensee as expressly authorized in writing by DOE. Licensee has advised DOE that Licensee may later wish to transfer the subject License to CGS or another entity within its corporate structure. DOE's written approval for such an intra-corporate assignment will not be unreasonably withheld.

27. LIMITATION OF DOE'S OBLIGATIONS: The responsibilities of DOE are subject to: (i) the availability of appropriated program funds for remediation and operation of the Hanford Site; and (ii) the federal Anti-Deficiency Act.

28. COVENANT AGAINST CONTINGENT FEES: Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Licensee for the purpose of securing business. For breach or violation hereof, DOE shall have the right to recover applicable damages.

29. COSTS AND EXPENSES: Licensee shall bear its own costs and expenses, without any right of reimbursement or recovery from DOE, for all of its activities pertaining to the CCCF and the subject matter of this License. DOE shall not be considered liable or otherwise responsible for costs, expenses and/or other liabilities associated with the

CCCF, of any kind whatsoever, including eventual removal of the CCCF and costs for relocating existing communication tenants to the CCCF. The parties additionally acknowledge and agree that they plan to execute a bilateral agreement pertaining to the CCCF, which may obligate one party or the other to pay certain costs and/or expenses.

30. OFFICIALS NOT TO BENEFIT: No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this License, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

31. AUTHORIZED SIGNATORY: By affixing the signature of its authorized representative at the location indicated below, Licensee hereby agrees to the terms and conditions of the License.

32. CONTROLLING LAW: Interpretation of this License shall be controlled by laws of the State of Washington.

33. INCONSISTENCY: In the event that there is an inconsistency, of any kind or of any nature, between this License and any other documents pertaining to the CCCF, the language of this License shall control and otherwise take precedence over the language of such other documents.

34. SEVERABILITY: In the event that one clause or portion of this License is determined to be invalid or of no force or effect, the remaining portion of this License shall remain in full force and effect.

35. FEDERAL, STATE, AND LOCAL TAXES: Licensee shall pay all Federal, state, and local taxes levied against it for its installation and operation of the CCCF.

36. HEADINGS: The headings in this License are for the purposes of reference and convenience only and shall not limit or otherwise define the meaning thereof.

37. NOTICES: For the purposes of this License, notices as required hereunder or otherwise desired by the Licensee shall be forwarded to Licensor's representative:

H. Boyd Hathaway
DOE-RL Realty Officer
P.O. Box 550 MSIN A3-04
Richland, WA 99352
509.376.7340

Notices as required hereunder or otherwise desired by the Licensor shall be forwarded to Licensee's representative:

Jerry G. Paetel
Principal Contracting Officer
Energy Northwest
3000 George Washington Way
P.O. Box 968
Mail Drop: 1040
Richland, WA 99352
509.372.5145

IN WITNESS WHEREOF, the United States of America, acting by and through the United States Department of Energy, has caused this License to be executed by its duly authorized representative on the 23rd day of July, 2009.

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

H. Boyd Hathaway
Realty Officer

APPROVED AND AGREED:

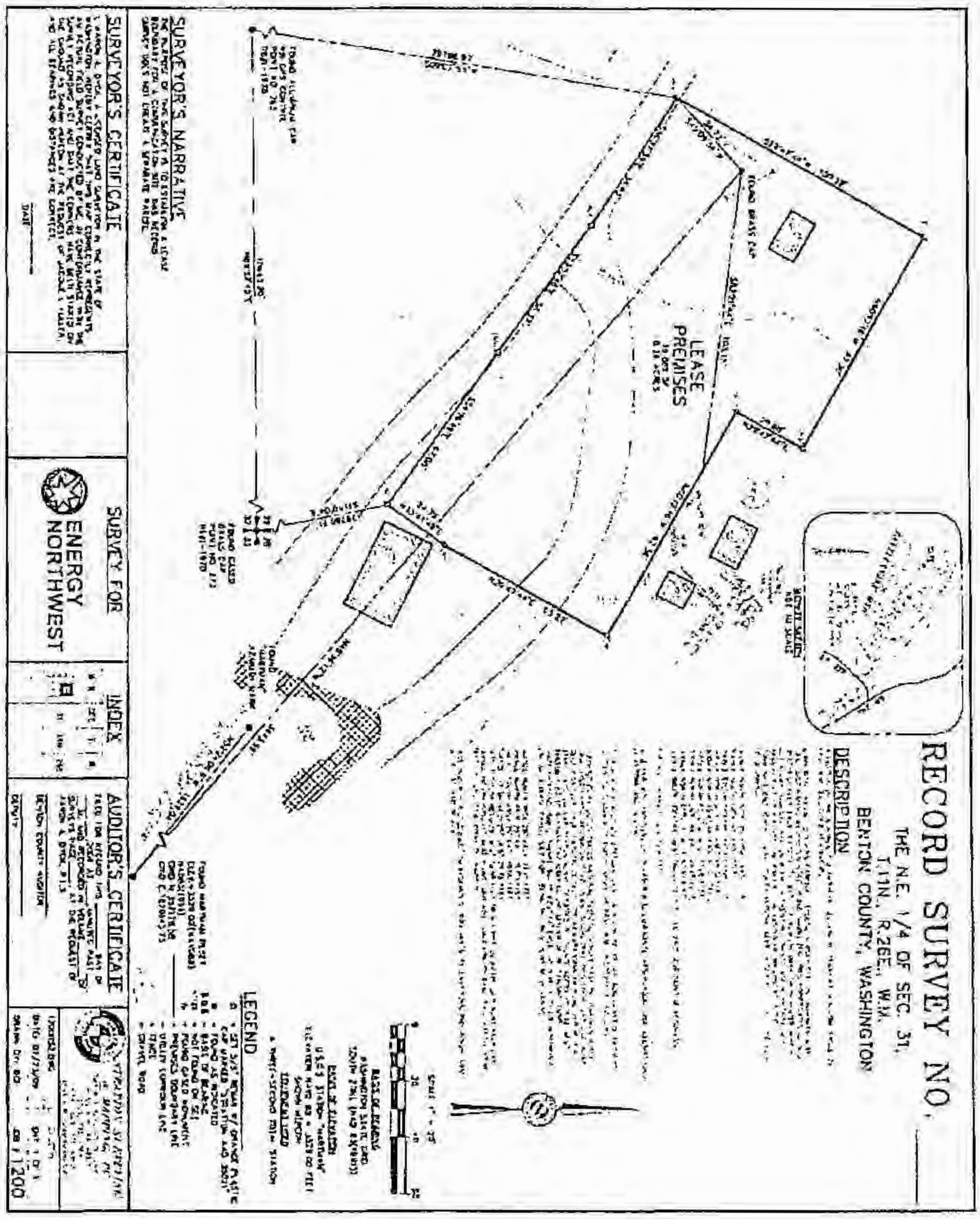
Energy Northwest

Signature

7/23/09
Date

Lynne Pagel, Supply Chain Manager
Printed Name and Title

EXHIBIT A (Page 1 of 2)



MEMORANDUM OF AGREEMENT
GOVERNING THE
COMBINED CONSOLIDATED COMMUNICATION FACILITY

This Memorandum of Agreement (MOA), made by and between the Department of Energy, Richland Operations Office, hereinafter called "RL" and Energy Northwest, hereinafter called "EN," sets forth supplemental terms, conditions and business model components associated with the construction, occupancy, use and administration of the Combined Community Communication Facility (CCCF) under Contract Number R006-09RLI-14949 (CCCF Facility License Agreement) for use of land on the Hanford Site at a location described in the License Agreement.

The RL 2015 Vision is to reduce the active site footprint of cleanup on the Hanford Site which includes cleanup on the Arid Lands Ecology Reserve (ALE), within which lies Rattlesnake Mountain. Cleanup of the ALE to reduce the activities and presence on Rattlesnake Mountain is consistent with and promotes the land use designation of "Preservation" for the property, as designated through the *Hanford Comprehensive Land Use Plan Environmental Impact Statement Record of Decision* [64 Federal Register (FR) 61615] and the amended Record of Decision (73 FR 55824). In addition, cleanup of ALE will reduce the indirect costs and potential safety impacts and risk, as well as protect sensitive cultural and biological resources, by reducing the impacts of people related to the number of active facilities and/or activities on Rattlesnake Mountain.

Consistent with the 2015 Vision, RL proposes to demolish most of the facilities on ALE to include a number of existing communication facilities (both commercial and non-commercial). Existing emergency and law enforcement capability must be maintained on Rattlesnake Mountain to serve both the Hanford Site Operations and the local community. The communication equipment from the facilities that will be demolished will be housed within a new CCCF facility.

The CCCF facility will be approximately 1,500 square feet in size, and located on existing disturbed ground immediately to the south of the existing EN Communications Tower. The CCCF shall be constructed, owned and operated by EN under the terms of the above-referenced license, including amendments thereto, and this MOA, including amendments hereto.

The CCCF will be constructed to support all governmental agencies and public welfare organizations (known as tenants) that directly support the health and welfare of Hanford Site workers and the public within the states of Washington and Oregon. The CCCF will enable the remediation of the Rattlesnake Mountain crest, an area which is within the Hanford National Monument and of cultural and archeological significance to the local Tribal Nations. Capabilities within the CCCF will allow for the removal, remediation and restoration of six (6) existing complexes located on Rattlesnake Mountain that directly support communication needs in the region. In addition, the CCCF will allow RL to complete other facility disposition activities on Rattlesnake Mountain which will result in RL meeting near-term and long-term mission requirements for shrinking the working footprint on the Hanford Site and reducing the presence of activity on the mountain.

This facility, once completed and operational, will also result in a reduced need for access to the area by existing tenants. The CCCF and all tenant agreements will be managed and administered by EN.

Certain tenants, both commercial entities and non-commercial entities, are housed in the above described existing, older complexes. RL's removal of such complexes is necessitated by Mission Requirements to reduce RL's industrial presence on Rattlesnake Mountain and to provide for a long-term continuity of communications. The displacement of existing tenants is necessary in order to accomplish these paramount Mission objectives.

RL has relied upon the tenants over the years for emergency response, safeguarding communications and otherwise fulfilling RL communication Mission needs. Therefore, RL is willing to fund certain relocation costs for the aforesaid tenants in an amount not to exceed the funding set forth herein.

For and in consideration of the mutual covenants and conditions referenced herein, and consistent with Federal relocation cost principles, subject to each party's respective funding commitment, EN and RL agree to the following:

Energy Northwest Project Relocation Costs

- RL will provide funding for a portion of actual, reasonable, utility facility replacement costs required by EN's relocation
- The amount to be allowed by RL as a relocation cost will be calculated by determining the actual and reasonable utility facility costs and then deducting $475,000 as the EN portion of these costs
- EN overheads will not be charged to the utility facility cost and will not be reimbursed
- RL will fund an amount not to exceed $2,529,802, based upon review and determination by RL of the actual reasonable cost
- EN will provide funding for a portion of the costs of the utility facility in the amount of $475,000
- If the aggregate, final costs are lower than the current project estimate of $3,004,802, RL's portion of funding will be reduced to the difference between the actual reasonable cost and the EN cost contribution of $475,000

Tenant Relocation Costs

- RL will provide funding for the actual reasonable cost of relocating all other tenants (excluding EN), up to $1,758,500
- RL and EN will work collectively to establish validation criteria for relocation cost reimbursement
- RL and EN will review and validate estimates in advance of tenants conducting their relocation activities
- Reimbursement of tenant relocation costs will be made after the documentation of actual costs incurred are determined to be reasonable and realistic
- RL will document these actions

Tenant Configuration:

- There will be two types of tenants (Commercial and Non-Commercial)
- There will be two tenant wings within the CCCF

Energy Northwest Administration of Tenant Agreements

- EN will establish and administer sub-licenses/agreements with each tenant that has previously committed to becoming an occupant within the CCCF

- EN will allocate the annual RL land use charge to the Commercial tenants (as required by Paragraph 6 of the License Agreement) in the sum of $15,000 for the first year of the License and such other amount as may be required pursuant to the License Agreement in subsequent years

- EN will collect monthly operations and maintenance costs (hereinafter called "O&M") which shall not contain any facility depreciation costs, capital costs or profit or fee from any tenants including RL. EN will annually determine the O&M charge back structure/amount for all tenants, including review by RL

- Commercial Tenants' O&M charge back costs will include their respective allocation of the RL commercial lease fee. EN will provide an annual credit/offset to RL, to reduce RL's O&M costs, in an amount correlating with RL's commercial lease fee

Cost Containment Activities

- RL, as a condition of providing facility costs as part of relocation funding will require cost containment for all tenants during the life of the facility and the term of the License Agreement. EN shall not charge any capital or other costs except allowed O&M costs to any tenants during the life of the license agreement unless authorized in writing by RL

- EN will be limited to: a) collecting actual and reasonable O&M costs; b) determining the O&M charge back structure/amount for all tenants; c) allocating RL's commercial lease fee; and d) providing RL with an annual credit/offset correlating with RL's annual commercial lease fee, which will be used by RL to reduce its own O&M costs by such amount

- Other than those costs, fees and other charges set forth above, and specifically authorized herein, EN is not authorized to bill for costs, fees or other charges without the written approval of RL

Cost Methodology

- RL will, with EN assistance, establish a protocol for all tenants to submit documentation necessary to determine allowable relocation costs

- All claimed costs must be certified as current, accurate and complete by the submitting tenant organization

- RL will reserve the discretion to determine the reasonableness of all tenant relocation costs (with EN assistance) before payment is made

- RL and EN will endeavor to treat all tenants equitably and fairly

Payments

- RL will provide funding to EN in two, separate lump sum payments
- Payment #1 will be for the RL share of utility facility relocation costs
- Remittance of payment #1 to EN: to occur within twenty (20) days of receipt of EN's invoice
- Payment #2 will be for the RL share of displaced tenant relocation costs
- EN will act as a conduit with tenants pursuant to the cost protocol established by RL and EN. EN will obtain claims for costs from the tenants and provide these to RL. RL will, with EN assistance, verify costs
- Once costs are verified, RL will remit payment to EN, which will remit payment to the displaced/relocated tenants
- Remittance of payment #2 to EN: to occur within forty-five (45) days of receipt of EN's invoice
- RL will subsequently provide direction to EN as to the specific amount of relocation reimbursement payment that will be made to each individual tenant
- EN will hold undisbursed funds, if any, in a fiduciary capacity for RL and provide a proper cost credit as necessary
- Any unspent monies from either lump sum payment made by RL will be returned to RL after all final project costs are known
- EN will be responsible for repayment to RL of any costs that are determined not to be actual, reasonable and allowable costs as provided for in the MOA

Existing RL-EN License Agreement

The CCCF License Agreement signed July 23, 2009 (Contract No. R006-09LI-14949) will be updated and signed by both parties to reference this Memorandum of Agreement. All other terms and conditions of the CCCF License Agreement shall remain in full force and effect. It is agreed that the License update will be executed prior to October 8, 2009.

Duration

The terms and conditions of this MOA, unless otherwise agreed in writing, shall be for the entire duration of the CCCF, including removal and site restoration.

Effective Date and Termination

This MOA will become effective on the date it has been signed by all signatory parties.

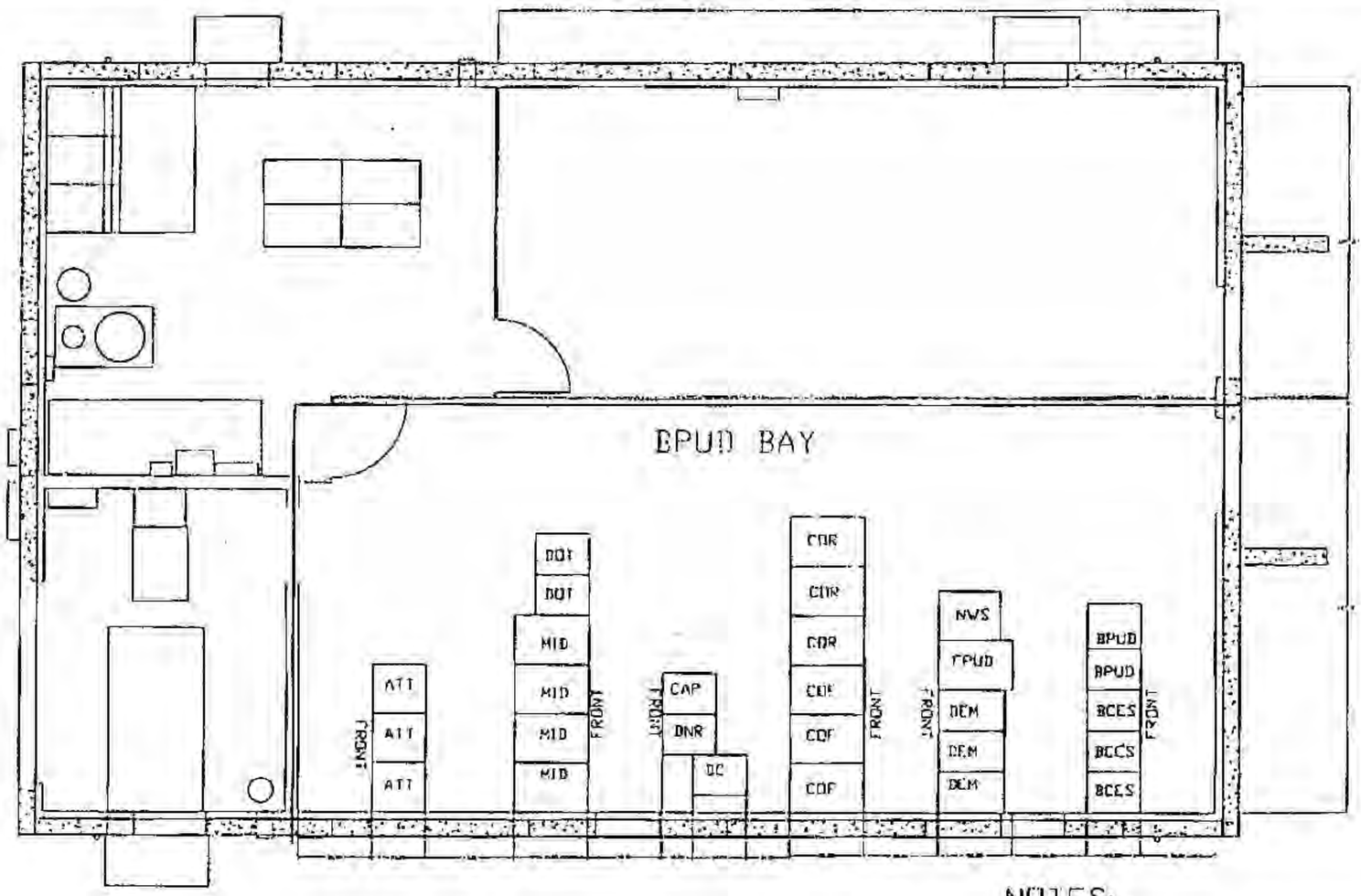
David A. Brockman, Manager
Richland Operations Office

Date: 9/10/09

Joseph V. Parrish, Chief Executive Officer
Energy Northwest

Date: 9/14/09

ATTACHMENT C



ABRV	BPUD BAY TENANT DESCRIPTION
ATT	AT&T WIRELESS
DOT	DEPARTMENT OF TRANSPORTATION
MID	MID COLUMBIA
CAP	CIVIL AIR PATROL
DNR	WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES
DC	DC BREAKER PANEL
COR	CITY OF RICHLAND
COF	COUNTY OF FRANKLIN
NWS	NOAA'S NATIONAL WEATHER SERVICE (NOAA)
FPUD	FRANKLIN COUNTY PUD
DEM	DEM DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
BPUD	BENTON COUNTY PUD
BCES	BENTON COUNTY EMERGENCY SERVICES

NOTES:

1. REFER TO CN RSM CCCF TENANT RACK AND POWER DATA SPREADSHEET FOR RACK DIMENSIONS

ENERGY NORTHWEST — INFORMATION SERVICES NETWORK OPERATIONS

TITLE: CCCF RACK LAYOUT LINE DIAGRAM

SYSTEM/LOCATION:

August 11, 2010

City of Richland
Attn: Grant Baynes, Richland Fire Chief
8656 W. Gage Blvd., Suite C-302
Kennewick, WA 99336

Re: Contract #10-33-07

The above referenced contract is enclosed for your signature. Please keep a copy of the fully signed document for your records and return the original signature document as soon as possible.

If you have any questions regarding this contract, please call me at (509) 582-1240.

Very truly yours,

Loretta Tucksen

Loretta E. Tucksen
Contracts and Purchasing Coordinator

Mailed on 9/18/10