SOLAR SITE LICENSE AGREEMENT # 28497

Solar Facility at Northbound Baldock Rest Area

24300 NE I-5, Aurora, OR 97002

Dated as of July 29, 2011

by and between

Portland General Electric Company, as Licensee

and

OREGON DEPARTMENT OF TRANSPORTATION

OREGON DEPARTMENT OF TRANSPORTATION

SOLAR SITE LICENSE AGREEMENT #28497

AGREEMENT COVERING SITE LOCATED AT:	CONTRACT NO.:
ODOT-owned highway property at Northbound Baldock Rest Area 24300 NE I-5, Aurora, OR 97002, Oregon.	**SSLA** 28497
AGENCY	LICENSEE
Oregon Department of Transportation	**Portland General Electric Company,** an Oregon corporation

This Solar Site License Agreement #28497 (this "Agreement"), is made and entered into as of July 29, 2011 (the "Effective Date"), by and between the State of Oregon, acting by and through the **Oregon Department of Transportation** ("ODOT"), and **Portland General Electric**, an Oregon corporation ("Licensee"). Licensee and ODOT are each a "Party" and collectively referred to as "the Parties."

RECITALS

WHEREAS, ODOT is the owner and has jurisdiction and control of that certain highway real property depicted and described in Exhibit A (the "Site");

WHEREAS, Licensee desires to install a ground-mounted solar photovoltaic system as more particularly depicted in Exhibit C (the "System");

WHEREAS, the System will be located within the designated portion of the Site depicted and described in Exhibit A (the "Licensed Area");

WHEREAS, Licensee desires to assign to ODOT, and ODOT desires to assume from Licensee, Environmental Attributes, defined below, associated with the Energy generated by the System;

WHEREAS, the Parties acknowledge that it is to their mutual interest and benefit generally to work cooperatively to enhance public understanding about the potential contribution of solar energy in meeting Oregon's energy needs and demonstrate the opportunity for solar resource development and investment in Oregon and specifically on Oregon's transportation system.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Definitions. In addition to the terms that are defined elsewhere in this Agreement, the following terms are used in this Agreement:

"Additional Renewal Term" and "Additional Renewal Terms" have the meaning set forth in Section 2.2.

"Alterations" has the meaning set forth in Section 4.4.

"Applicable Laws and Requirements" has the meaning set forth in Section 3.7.1.1.

"Average kWh Output" shall mean (1) the daily average number of kWhs of Energy actually delivered to the Local Electric Utility from the System during the one year period ending on the Termination Date of the Agreement, or (2) if termination of this Agreement occurs prior to the date that is one (1) full year after the Commercial Operation Date, the expected daily number of kWhs of Energy, calculated by dividing the Estimated Annual Production for the System by 365.

"BALC" means Banc of America Leasing & Capital, LLC.

"Claim Notice" has the meaning set forth in Section 6.4.1.

"Clean Wind" has the meaning set forth in Section 5.3.1.1.

"Commercial Operation Date" has the meaning set out in Section 4.2.1.

"DC" means direct electric current.

"Effective Date" has the meaning set forth in the first paragraph of this Agreement.

"Energy" means electrical energy, measured in kilowatt-hours, generated by the System.

"Environmental Attributes" means the non-Energy attributes directly associated with the System, or with a specific amount of capacity or Energy generated by the System, that have value, separate and apart from the capacity or Energy, including any and all credits, certificates, Renewable Energy Certificates, benefits, emissions reductions, offsets, allowances, and attributes, howsoever entitled, including any and all environmental air quality credits:

(1) as may be created by or under any existing or future statutory or regulatory scheme (federal, state, or local) by virtue of or due to the System's actual Energy production or the System's Energy production capability because of the System's environmental or renewable characteristics or attributes, or

(2) attributable to the compliance of the System or the Energy with the law, rules, or standards of the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC (or similar future treaties, conventions, or protocols) or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the United States Environmental Protection Agency or its successor division or agency, or the Oregon Renewable Energy Act or any state or federal entity given jurisdiction over a program involving transferability of rights related to any of the above non-Energy attributes in each case.

One (1) MWh of Energy from the System corresponds to one (1) MWh of Environmental Attributes.

"Environmental Attributes" excludes (i) any local, state or federal investment or production tax credit, depreciation deductions or other tax credits providing a tax benefit to Licensee based on ownership of the System or Energy produced by the System, (ii) depreciation and other tax benefits arising from ownership or operation of the System unrelated to its status as a generator of renewable or environmentally clean Energy, (iii) any state, federal or private cash payments or grants relating in any way to the System or the output thereof, and (iv) additional credits toward compliance with Oregon's renewable portfolio standard available under ORS 757.375(2).

"EPC Contractor" means Aadland Evans Constructors, Inc.

"Estimated Annual Production" means the estimated annual production of Energy in the amounts set forth in Exhibit C.

"ETO" has the meaning set forth in Section 5.3.1.1.

"Expiration Date" has the meaning set forth in Section 2.1.

"Fair Market Value" means the value of the System that a willing and informed discretionary buyer would pay to a willing and informed discretionary seller of the System, on the applicable Termination Date. The Fair Market Value of the System shall (i) take into account whether the System will remain at or be removed from the Licensed Area; and (ii) include the fair market value of any Environmental Attributes that will still be associated with the System and the Energy.

"FHWA" means the United States Department of Transportation's Federal Highway Administration.

"Force Majeure Event" has the meaning set forth in Section 8.1.

"Governmental Authority" means any federal, State, regional, county, city, special district, or municipal government, or any department, agency, bureau, commission, or other administrative, regulatory or judicial body of any such government.

"Hazardous Substances" has the meaning set forth in Section 5.4.6.2.

"Initial Term" has the meaning set forth in Section 2.1.

"Installation Work" means work to be performed by Licensee in connection with the construction, furnishing, installation, testing and commissioning of the System.

"Licensed Area" has the meaning set forth in the Recitals to this Agreement.

"Licensee Default" has the meaning set forth in Section 9.4.1.

"Local Electric Utility" means the load serving entity that provides electricity utility service to the service territory that includes the Licensed Area.

"Notice of Final Completion" means a letter signed by an officer or manager of Licensee (1) certifying that all of the System's licenses, permits, and approvals necessary for Licensee's construction of the System, and the production and delivery of Energy to the Local Electric Utility have been obtained from applicable federal, State or local authorities, and (2) listing all such System related licenses, permits and approvals; (3) certifying there has been passage of control of the System from the EPC Contractor to Licensee; (4) certifying there has been commencement of regular System operations; (5) certifying there has been synchronization of the System into the control area power

grid for generating electricity; and (6) certifying that the construction punch list items have been completed.

"Notice to Proceed" has the meaning set forth in Section 4.2.3.5.

"O&M Work" has the meaning set forth in Section 5.4.1.

"ODOE" means the Oregon Department of Energy.

"ODOT Default" has the meaning set forth in Section 9.4.1.

"OPUC" means the Public Utility Commission of Oregon.

"Permission to Operate" has the meaning set forth in Section 4.2.2.2.

"Permission to Operate Notice" has the meaning set forth in Section 4.2.2.2.

"Permit" has the meaning set forth in Section 4.2.3.2.

"Permitted Use" has the meaning set forth in Section 3.1.

"Person" means any individual, corporation, partnership, company, joint venture, association, trust, unincorporated organization or Governmental Authority.

"PGE" means Portland General Electric Company, an Oregon corporation.

"Present Value of Remaining Energy" means the dollar value of the Energy of the System for the remaining portion of the Term, calculated by applying a present value discount rate of eight percent (8%) to the product of the following: the number of days remaining in the Term times the product of (x) the Rate times (y) the Average kWh Output reduced by the present value of an assumed degradation of Average kWh Output for the remaining portion of the Term at the rate of 7/10 percent (0.7%) annually.

"Rate" means the avoided cost amount set forth in PGE's Schedule 201 or its successor under the "Fixed Price Option" of such schedule as of the Effective Date.

"Renewable Energy Certificates" or "RECs" means the certificates that can be used by an electric utility to demonstrate compliance with the applicable renewable portfolio standard, but does not include additional credits toward compliance with Oregon's Renewable Portfolio Standard that may be available under ORS 757.375(2).

"Removal" has the meaning set forth in Section 7.1.

"Removal Costs" means, as of the Termination Date, reasonable and actual costs for Removal and Restoration.

"Restoration" has the meaning set forth in Section 7.1.

"Renewable Portfolio Standard" or "RPS" means Oregon's renewable portfolio standard set forth at ORS Chapter 469A.

"Site" has the meaning set forth in the Recitals to this Agreement.

"State" means the State of Oregon, including its agencies, departments, commissions, and divisions.

"System" means the solar photovoltaic generating system described in Exhibit C.

"System Acceptance Testing" has the meaning set forth in Section 4.2.2.1.

"System Owner" means Portland General Electric Company and any subsequent owners.

"Termination Date" has the meaning set out in Section 2.1.

"Termination Value With Removal Costs" shall mean, as of the Termination Date, an amount equal to (i) the sum of: (A) the Present Value of Remaining Energy, and (B) if the Termination Date is within sixty (60) months of the Commercial Operation Date, the present value of all tax benefits and incentives on an after-tax basis, if any, that are actually lost or recaptured from System Owner or any member of System Owner by law; plus (ii) reasonable costs for Removal of the System and Restoration of the Licensed Area and the Site (as such terms are defined in the License) payable by Licensee; minus (iii) the Fair Market Value of the System.

"WREGIS" means the Western Renewable Energy Generation Information System or any other regional or national organization which replaces the Western Renewable Energy Generation Information System as the primary registry of renewable energy credits in Oregon.

"Year" means a period of twelve (12) consecutive months. The first Year shall commence on the Commercial Operation Date and each subsequent Year shall commence on the anniversary of the Commercial Operation Date.

ARTICLE 2 – INITIAL TERM; RENEWAL TERMS

2.1 Initial Term. The "Initial Term" of this Agreement shall commence on the Effective Date and shall expire twenty-five (25) Years after the Commercial Operation Date (the "Expiration Date"), unless renewed as provided in Section 2.2, or terminated pursuant to Section 4.2.3.5, Section 4.2.3.6, Section 4.2.3.8, Section 5.4.2.1, Section 7.3, Section 8.3, Section 9.4, Section 9.5, Section 9.6, or Section 9.7 (the date of any such termination, the "Termination Date").

2.2 Additional Renewal Terms. At the end of the Initial Term, the Parties may mutually agree to renew the Agreement for two (2) additional, individual five (5)-Year periods (each an "Additional Renewal Term" and together "Additional Renewal Terms").

ARTICLE 3 – USE

3.1 Permitted Use. Subject to ODOT's reserved rights in Sections 3.4, 3.6 and 3.7, the terms and conditions of this Agreement and the Permit, ODOT does hereby grant to Licensee: (a) a non-exclusive license for ingress, egress and access across the Site and other ODOT property necessary to access the Licensed Area, and (b) an exclusive license to occupy and use the Licensed Area (and such portions of the Site as are reasonably necessary for laydown and staging during construction of the System) for the construction and installation, maintenance and operation of the System for the production, transformation, transmission, and reporting of solar photovoltaic generated Energy and Environmental Attributes, as well as for the maintenance and servicing of the wired and wireless communications, as described in Exhibit E, to and from the Licensed Area and for no other use or purpose (the "Permitted Use").

3.2 No ODOT Warranties. Licensee acknowledges that except as expressly set forth in this Agreement, ODOT has not made any statements, representations or warranties regarding the Site and except for these statements, representations and warranties expressly set forth in this Agreement and the information provided by ODOT to Licensee under Section 4.2.3.8 or Section 3.6 of this Agreement, Licensee is not relying upon any statement, representation, warranty, or information provided by ODOT regarding the Site or the fitness of the Site for any particular use of Licensee. ODOT hereby expressly disclaims and Licensee hereby waives all implied warranties including, without limitation, any warranty of merchantability or warranty of fitness for a particular use or purpose.

3.3 Site License Fee; Substitute License Fee; Effect of Default by Licensee.

3.3.1. Site License Fee. In consideration for the license and rights granted to it under this Agreement, Licensee shall pay to ODOT an annual site license fee each calendar year (or partial year) of this Agreement equal to $100.00 (the "Site License Fee") and shall transfer to ODOT the share of Environmental Attributes as provided under Section 5.3. The Site License Fee shall be due and payable within thirty (30) days after the Effective Date for the first year of this Agreement and the annual anniversary of the Effective Date for subsequent years.

3.3.2. Substitute License Fee and Effect of Default by Licensee.

3.3.2.1 The amount of the Site License Fee is subject to the continued performance of Licensee under this Agreement. Subject to Section 9.5, if there is a Licensee Default described in Section 9.4.3.1, Section 9.4.3.2, or Section 9.4.3.4 that has not been cured within the time permitted under Section 9.4.1 and as a result Environmental Attributes for the Project cannot be claimed for such period, Licensee shall pay to ODOT, in addition to any other amounts owed, the Substitute Site License Fees for the year(s) in which such License Default occurred and is continuing minus the Site License Fee(s) paid by Licensee to ODOT for such year(s).

3.3.2.2 The "Substitute Site License Fee" for any year (or partial year) of this Agreement shall be based on the total number of installed kilowatts of the System. The number of installed kilowatts of the System shall be determined according to the rated DC power capacity of the solar photovoltaic panels installed for the System as described in Exhibit C. The Substitute Site License Fee for the first year shall equal ten dollars ($10) per installed kilowatt of the System and shall be due and payable within thirty (30) days after the cure period permitted under Section 9.4.1. The Substitute Site License Fee for each subsequent year of this Agreement during which Licensee Default is continuing shall be equal to the previous year's Substitute Site License Fee plus an adjusted amount equal to the percentage change for the most recent complete year in the Portland-Salem, OR-WA Consumer Price Index, under the classification "Urban Consumers," as reported by the Oregon Employment Department and the U.S. Bureau of Labor Statistics, which adjusted amount shall be calculated on each annual anniversary of the Effective Date. The Substitute Site License Fee for each year after the first year shall be due and payable on the annual anniversary of the date of the first year's payment. The Substitute Site License Fee for a partial year shall be prorated according to the number of months this Agreement is in effect for that partial year.

3.4 Limitation on Use. Licensee shall not use or permit or suffer any use by any of its employees, agents or contractors of the Site, Licensed Area or any part thereof, other than the Permitted Use, or provide the System for the use of others inconsistent with this Agreement without first obtaining ODOT's written consent. Licensee shall not cause, maintain or permit any nuisance in, on or about the Site and may not install any permanent signs or traffic control devices without prior ODOT approval. Licensee is only to use the Licensed Area as provided in Section 3.1.

3.5 No Interference with ODOT and Other Site Uses/Quiet Enjoyment. Licensee shall operate and maintain its System in a manner that (i) minimizes inconvenience to and interference with ODOT's use of the Site (other than the Licensed Area), other ODOT property at or improvements to the Site, or other ODOT property to the extent commercially practical and (ii) which does not interfere (including shading) with the use of the Site (other than the Licensed Area) by other electric generation or storage facilities. ODOT may construct, reconstruct, modify or make alterations to the Site (other than the Licensed Area) so long as such activities do not (a) cause material interference with the insolation (including shading), as such insolation exists as of the Effective Date, or the operation of the System, or (b) increase the Licensee's obligations under Article 5 or Article 7; provided, however, that such occasional and temporary interference as may result from ODOT's operations on the Site as such operations may change over time shall not be considered a violation of this Section 3.5 unless such interference significantly affects the generation of Energy by the System, the operation of the System, or Licensee's obligations under Article 5 or Article 7 for a period of five (5) or more consecutive days. Subject to the provisions of this Agreement, Licensee may peacefully have, hold and enjoy the Licensed Area. ODOT shall provide reasonable notice to Licensee before it

allows any non-emergency construction, reconstruction, modification or alteration by any third party on the Site that would directly affect or limit access to the Licensed Area.

3.6 Subordination to Existing Leases, Easements and Rights of Way. Licensee acknowledges and understands that this Agreement and all rights of Licensee are subject and subordinate to all existing leases, licenses, easements, rights of way, declarations, restrictions or other matters of record with respect to the Site. ODOT and the State reserve the right to grant with respect to the Site additional licenses, easements, leases or rights of way, whether recorded or unrecorded, which do not (a) interfere (including shading) with Licensee's use of the Site or the System, (b) adversely affect the generation of Energy by the System, or (c) increase Licensee's restoration obligations under Article 5 or Article 7. ODOT has provided to Licensee the information that it has about the ownership of the Site and any third-party rights in the Site or the Licensed Area. ODOT shall promptly provide notice to Licensee of any third party rights granted after the Effective Date with respect to the Site. Licensee shall have the right to pursue subordination and/or non-disturbance agreements from any existing lien holders of the Site and ODOT shall cooperate with Licensee to secure such agreements.

3.7 Applicable Laws and Requirements; Permits and Approvals.

3.7.1. Compliance with Laws.

3.7.1.1 Licensee's activities under this Agreement shall be in compliance with all State (including ODOT) and federal (including the FHWA) and local laws, ordinances, rules, regulations, rulings, and policies, including but not limited to State and FHWA limited access freeway policies, those certain manuals listed on Exhibit D, zoning requirements, and all issued permits and licenses affecting the Permitted Use (collectively "Applicable Laws and Requirements"), and all such activities shall be conducted at Licensee's own cost and expense, except as provided otherwise in this Agreement. If any material discrepancy or inconsistency is discovered between this Agreement and any such Applicable Laws and Requirements then in effect, Licensee shall forthwith report the same in writing to ODOT.

3.7.1.2 Licensee shall be solely responsible for (a) designing and engineering the System and (b) operating and maintaining the System, or causing the System to be operated and maintained, in a manner consistent with Applicable Laws and Requirements.

3.7.1.3 ODOT shall use reasonable efforts to notify Licensee of any change in Applicable Laws and Requirements relating to State and FHWA limited access freeway and other ODOT, FHWA, or freeway policies, but ODOT's failure to so notify Licensee shall not relieve Licensee of its obligations to comply with such Applicable Laws and Requirements.

3.7.2. Permits and Approvals. In accordance with Exhibit F, Licensee shall provide ODOT with copies of all permits, approvals and conditions issued to Licensee with respect to the construction, installation, and operation of the System by applicable federal, State and local governmental entities, and the Local Electric Utility.

3.7.3. Violation of Permits or Laws/Suspension of Use.

3.7.3.1 In the event Licensee receives a notice by any Governmental Authority having jurisdiction over any of Licensee's activities under this Agreement that any use of the System constitutes a material violation of any of the Applicable Laws and Requirements, Licensee agrees to promptly take all reasonable steps, including to, as appropriate: (1) contest the notice, (2) eliminate or correct such alleged violation, or (3) otherwise resolve the matter with the Governmental Authority. ODOT may consider any such violation that Licensee does not eliminate, correct, or resolve within thirty (30) days after receipt of such notice to be a material breach of this Agreement and treat it as a default by Licensee; provided, however, that notwithstanding Section 9.4: (1) such 30-day period shall not commence so long as Licensee is contesting the notice in good faith; and (2) if Licensee commences to cure such violation during such thirty (30)-day period and is diligently and in good faith attempting to effect such cure, said period shall be extended for one-hundred twenty (120) additional days and a default shall not be deemed to exist during such period.

3.7.3.2 Licensee shall promptly suspend any use of the System upon notice by any Governmental Authority having jurisdiction over any of Licensee's activities under this Agreement that such use constitutes a violation of any of the Applicable Laws and Requirements and either (1) suspension is required under the terms of the notice or by Applicable Laws and Requirements or (2) the violation may pose a material risk to public health or safety or both. Suspension shall continue so long as required under the notice of violation or Applicable Laws and Requirements or for so long as the violation poses such material risk.

3.7.3.3 Licensee shall promptly notify ODOT regarding any notice of any material alleged violation of Applicable Laws and Requirements received from a Governmental Authority (other than ODOT) with respect to the System.

3.7.3.4 In the event Licensee fails to promptly suspend use of the System in accordance with Section 3.7.3.2 or to notify ODOT in accordance with Section 3.7.3.3 after receiving a notice of any violation that may pose a material risk to public health or safety, or both, shall constitute a Licensee Default subject to Section 9.4.1.

3.7.3.5 If Licensee learns of a violation of Applicable Laws and Requirements, but has not received notice of such violation from any Governmental Authority, Licensee shall not be in default so long as Licensee is diligently pursuing a cure of such violation.

3.8 No Infringement/Copyright and Patent Obligations/Indemnification. Licensee's installation and operation of the System in the Licensed Area shall not infringe upon any third party's intellectual property or other proprietary rights. Licensee shall pay all royalties and license fees which may be required for the methodology, techniques, and other intellectual property, in connection with operating the System. Licensee shall indemnify, defend, and hold harmless the State from and against all suits or claims that are brought against the State for infringement of any patent, copyright, trade secret, trade name, trademark or any other proprietary rights arising from Licensee's installation and operation of the System. Notice of claims and defense of claims shall be undertaken in accordance with the procedures set forth in Section 6.4.

ARTICLE 4 – OWNERSHIP, CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM

4.1 Ownership of System.

4.1.1. Title to System. Subject to the rights provided to ODOT pursuant to this Agreement, the System and all additions, improvements or installations made thereto by Licensee and all Licensee property used in connection with the installation, operation and maintenance of the System is, and shall remain, the personal property of Licensee ("Licensee Property"). Licensee shall be entitled to file one or more precautionary UCC Financing Statements or fixture filings, as applicable, in such jurisdictions as it deems appropriate with respect to the System in order to protect the rights of ODOT, Licensee, and any mortgagee in the System or the Licensee Property.

4.1.2. Possessory Interest Taxes. Licensee acknowledges that there may be property taxes imposed on the System or on Licensee's interest in this Agreement, and that such tax, if imposed, shall be Licensee's obligation and shall be paid as and when required by the taxing authority.

4.1.3. Recordation. Licensee may record a memorandum of this Agreement.

4.2 Construction, Installation, and Testing of System. Licensee shall construct and install the System in the Licensed Area. Licensee may retain the EPC Contractor and one or more other contractors or subcontractors to fulfill its obligations hereunder with the prior written consent of ODOT; provided, however, that Licensee shall remain liable for such obligations under this Agreement. ODOT hereby consents to the EPC Contractor. Licensee shall have the primary responsibility for preparing applications and obtaining, at its sole cost, all permits, licenses and approvals required for the performance of work under this Agreement; provided, however, that ODOT shall provide reasonable assistance to Licensee in developing and obtaining such permits, licenses and approvals.

4.2.1. Commercial Operation Date. Licensee intends that the Commercial Operation Date, defined below, will occur on or before the date specified in the System Installation Schedule attached hereto as Exhibit G. The "Commercial Operation Date" shall be the date on which all of the following have occurred: (a) Licensee shall have provided to ODOT a Permission to Operate Notice pursuant to Section 4.2.2.2 of this Agreement, and (b) Licensee shall have provided to ODOT a certificate of an officer or manager of Licensee after due inquiry stating that all permits and licenses required to be obtained under Applicable Laws and Requirements in connection with the operation of the System have been obtained and are in full force and effect.

4.2.2. System Acceptance Testing.

4.2.2.1 Licensee shall conduct testing of the System in accordance with prudent electric industry standards ("System Acceptance Testing"). Licensee shall notify ODOT not less than three (3) days prior to the anticipated date of System Acceptance Testing. ODOT shall have the right, but not the obligation, to be present at and observe the System Acceptance Testing. Required commissioning and acceptance testing shall be designed to determine if the System is capable of generating Energy at the Licensed Area.

4.2.2.2 The System shall have "Permission to Operate" when the results of the System Acceptance Testing indicate that the System is capable of generating Energy as designed and the System has been approved for interconnected operation by the Local Electric Utility. When the System has Permission to Operate, Licensee shall notify ODOT, in writing, to that effect ("Permission to Operate Notice") and Licensee shall also provide to ODOT a copy of the results of the System Acceptance Testing.

4.2.3. Installation and Construction of System.

4.2.3.1 In General. Subject to the terms and conditions of this Agreement, Licensee shall perform the Installation Work as set forth in Exhibit G in accordance with the Permit and with the Initial Approval Procedures set forth in Exhibit F. To the extent there is a conflict between the specifications in Exhibit C, the Permit and any other provision of this Agreement, including any other Exhibit, the Permit shall prevail. In constructing the System, Licensee shall (1) design and construct the System in a good and workmanlike manner, such that all major components are new and not previously used in any other applications; and (2) comply with all applicable manuals of ODOT and FHWA as set forth in Exhibit D.

4.2.3.2 Permit. After the execution of this Agreement, Licensee shall promptly complete and submit to ODOT as described in Exhibit F each such

necessary Application and Permit to Occupy or Perform Operations upon a State Highway, ODOT form 734-3457, a form of which is available at http://www.odot.state.or.us/forms/odot/highway 734/3457.pdf (the "Permit"). The Permit application shall include plans and specifications for the System for ODOT's review and approval in accordance with Exhibit F and shall incorporate this Agreement by reference or attachment. Licensee shall pursue the Permit and other necessary approvals by all commercially reasonable means, including the procedures described in Exhibit F. ODOT shall cooperate with Licensee in the application, but Licensee understands that this is a regulatory function of ODOT which will be handled in accordance with ODOT's standing procedures and standards for such permits and which may include FHWA review or concurrence.

4.2.3.3 ODOT Review; Limitations. Licensee shall prepare and submit to ODOT for review and approval detailed engineering drawings showing the plan and array configuration for the Licensed Area, detailed plans of all structures, electrical systems, interfaces with the grid electricity supply and other components of the System, and a detailed description of any necessary facility or utility infrastructure improvements or modifications. ODOT may request review or concurrence by FHWA. Notwithstanding ODOT or FHWA review of the System, in no event shall such review be interpreted as making ODOT or FHWA responsible for the design, construction, operation or maintenance of the System.

4.2.3.4 Installation. Licensee shall organize the procurement of all materials and equipment for the Installation Work and maintain the same at the Licensed Area. Subject to the terms of this Agreement, Licensee shall perform the Installation Work on the schedule set forth on Exhibit G (as such exhibit may be amended from time to time). The System shall be installed with due care by qualified employees, representatives, agents or contractors of Licensee and shall conform to applicable industry standards and practices. Subject to Section 9.7, if Licensee fails to meet any of the foregoing standards, Licensee shall perform at its own cost, and without additional charge to ODOT, the professional services necessary to correct errors and omissions, including any necessary replacement of the System, that are caused by Licensee's failure to comply with the above standard so that the System is capable of providing the Energy and Environmental Attributes at a reasonably continuous rate.

4.2.3.5 Conditions Precedent to Commencement of Construction and Installation. Commencement by Licensee of the Installation Work shall be subject to the satisfaction of the following conditions precedent each of which is for the benefit of both Parties and may be waived only by mutual agreement of the Parties:

(i) ODOT shall have approved Licensee's detailed engineering drawings of the System and interconnection facilities pursuant to Section 4.2.3.3;

(ii) ODOT has issued the Permit in accordance with Exhibit F pursuant to Section 4.2.3.2;

(iii) Licensee shall have entered into the applicable contract(s) for construction and installation of the System;

(iv) Licensee shall have obtained any other permits, licenses and other approvals required by Applicable Laws and Requirements for the Installation Work, interconnection and operation of the System, and the requisite line extension of the Local Electric Utility's distribution facilities;

(v) ODOT shall have obtained any necessary concurrence, acknowledgement or approval, as applicable, by FHWA and any other state, local or federal agency or other jurisdictional body having jurisdiction over the Site; and

(vi) Licensee shall have obtained and submitted to ODOT (1) certificates of insurance evidencing the coverage required under Article 6 of this Agreement or (2) evidence of appropriate levels of self-insurance coverage satisfactory to ODOT.

(vii) If the foregoing conditions precedent are not completed or waived by December 31, 2011, either Party shall have the option to terminate this Agreement without triggering the default provisions of this Agreement or any liability under this Agreement. Alternatively, in the event that such conditions precedent are not satisfied by such date, the Parties may mutually agree to amend this Agreement to revise the Commercial Operation Date and the Initial Term of this Agreement. Upon satisfaction or mutual waiver of the conditions described in this Section 4.2.3.5, ODOT shall issue to Licensee a written notice to proceed instructing Licensee to begin construction and installation activities for the System in the Licensed Area (the "Notice to Proceed"), and Licensee agrees and acknowledges that it shall not begin such activities prior to receipt of the Notice to Proceed, which receipt shall not be unreasonably delayed or withheld.

4.2.3.6 Utility Approvals and Requirements. Should the Local Electric Utility fail to approve the interconnection of the System or require equipment in addition to the equipment set forth in this Agreement, Licensee may, at Licensee's option, terminate this Agreement within thirty (30) days after notification of the Local Electric Utility's failure to approve the

interconnection. The Parties shall not be obligated to go forward with installation of the System at the Licensed Area if the applicable utility approvals are conditioned upon material upgrades to the existing electrical infrastructure beyond what is reasonably contemplated hereunder, including Exhibit C, and neither Party elects to provide for such upgrades. The System shall comply with all applicable rules for interconnected distributed generation systems and relevant State and local codes. System interconnection with the Local Electric Utility grid must comply with the interconnection protocols of the Local Electric Utility. Licensee shall ensure that all Energy generated by the System conforms to applicable utility specifications for energy being generated and delivered to the Site's electric distribution system, which shall include the installation of proper power conditioning and safety equipment, submittal of necessary specifications, coordination of utility testing and verification, and all related costs.

4.2.3.7 Mechanic's Lien and Removal of Liens. Licensee shall not cause or permit any mechanic's liens to attach or to be placed upon or encumber any portion of the Site, arising from or resulting out of any improvements, Alterations or other work performed by Licensee. If any such lien attaches, Licensee agrees to cause the lien to be removed within twenty (20) days of notification thereof by the post of a bond, payment of the lien or otherwise. If Licensee fails to remove the lien within this time period, ODOT or the State may undertake to cause such lien to be removed and charge to Licensee any costs and expenses reasonably and actually incurred in connection with the removal of said lien. Licensee agrees to hold harmless, defend and indemnify ODOT and the State against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) reasonably and actually incurred in discharging and releasing any such lien.

4.2.3.8 Site Adequacy. ODOT has provided to Licensee the information that it has about the physical condition of the Site. Licensee shall have the right to inspect the Site and the Licensed Area and determine in Licensee's commercially reasonable judgment the suitability of the Licensed Area for the construction, operation and maintenance of the System. Licensee shall be responsible for determining the suitability of soil, drainage, and slope conditions for the System. Licensee shall not be responsible or liable for (1) investigating the presence or absence of any legally protected or regulated environmental resource(s) in the Site; (2) determining any restrictions or requirements that relate to the proposed use of the Site, including but not limited to those relating to hazardous material(s), water quality constraints, wetlands, archeological or historic resources(s), or State and federal threatened or endangered species; or (3) costs of mitigating or rehabilitating the impacts of the System on a legally protected or regulated resource. If Licensee determines that the Site and the Licensed Area are not suitable for the

System and provides written notice to ODOT of such determination on or before December 31, 2011, this Agreement shall terminate without liability of either Party to the other Party.

4.2.3.9 Site Restoration. Within a commercially reasonable period after construction of the System is complete, Licensee shall complete Restoration of those portions of the Site and the Licensed Area not occupied by the System that were impacted by such construction.

4.3 Licensee's and ETO's Access. Licensee acknowledges that, prior to the Effective Date of this Agreement, Licensee was provided access to the Site in order to conduct feasibility and configuration assessments, environmental assessments, and other inspections of the Site, as Licensee deemed necessary. Only Licensee's employees and agents and contractors retained by Licensee and identified in a written notice to ODOT shall be permitted access to the Site (other than the Licensed Area); provided, however, that (1) with prior approval by ODOT, Licensee and its employees, agents and contractors or invitees may access the Site (other than the Licensed Area) for publicity purposes pursuant to Section 9.2.2 of this Agreement and (2) with ten (10) days prior written notice to Licensor, the ETO shall be permitted access to the Licensed Area and access across the Site and other ODOT property necessary to access the Licensed Area in order to (i) read or check on the operation of the meter(s); (ii) inspect and review the System during and after completion; and (iii) evaluate the operation of the System. Licensee shall be permitted to access the Site twenty-four (24) hours per day, seven (7) days a week for emergency purposes, to the extent such emergency purposes are necessary as a direct result of Licensee's Permitted Use, consistent with applicable State and FHWA limited access policies and further described in the Permit and Exhibit D. Licensee shall use the provided or authorized access at Licensee's sole risk. Access to the Licensed Area by construction workers, material providers and agents of Licensee during construction shall be consistent with the Permitted Use and conducted so as to reasonably minimize interference with the operations of ODOT to the extent commercially practical and in accordance with applicable State and FHWA limited access policies and as further described in the Permit and Exhibit D.

4.4 Modifications/Alterations. If required by Applicable Laws and Requirements, Licensee shall obtain a new or modified Permit from ODOT, in accordance with Exhibit F, for any material changes to the design of the System or the replacement, modification, or alteration of the System after construction is complete (collectively "Alterations"). ODOT's review and approval of such Alterations shall be consistent with ODOT Permit reviews under Section 4.2.3.2. In its sole discretion, ODOT may waive the requirement for its prior consent, upon Licensee's demonstration that the proposed Alterations consist solely of modification or replacement of like-kind equipment or planned upgrades. Any such Alterations performed by Licensee shall be performed in accordance with all Applicable Laws and Requirements, including any and all necessary permits and approvals from Governmental Authorities other than ODOT, copies of which shall be provided to ODOT. Licensee agrees to provide ODOT with sufficient advance notice of any proposed Alterations to allow the coordination and approval by ODOT of the construction schedule for such Alterations. ODOT in its sole discretion may require

Licensee to undertake such Alterations as are reasonably necessary to ensure highway safety in accordance with State or FHWA limited access freeway policies as set forth in Exhibit D. Notwithstanding the foregoing, Licensee's repair or replacement of existing components of the System in connection with Licensee's O&M Work that does not materially alter the amount of Energy delivered by the System shall not be considered Alterations and shall not be subject to the ODOT consent provisions of this Section 4.4.

4.5 Site Security. At all times during the construction and operations of the System, Licensee shall keep any and all areas of construction and operation adequately secured for safety and security purposes including without limitation reasonable security fencing for the System consistent with the Permit and with applicable State and FHWA limited access freeway policies as set forth in Exhibit D. Such fencing shall include construction fencing during installation and removal of the System and permanent fencing around the Licensed Area during operations. Licensee and ODOT shall work together to develop a security protocol.

4.6 ODOT Inspection of System. ODOT shall be permitted non-emergency access to inspect the System upon reasonable prior notice to Licensee. This requirement in no way prohibits ODOT or the State, or both, from inspecting any and all portions of the Site other than the System itself. In the event of emergency, ODOT may inspect the System and must notify Licensee within twelve (12) hours after the commencement of such inspection.

ARTICLE 5 – OPERATIONS & MAINTENANCE; ENVIRONMENTAL ATTRIBUTES; OBLIGATIONS OF THE PARTIES

5.1 Documentation and Training. Although the System will be owned by Licensee and operated and maintained by Licensee, Licensee shall, at its sole expense, provide to ODOT two (2) sets of operation, maintenance, and parts manuals for the photovoltaic system specific to the System installed in the Licensed Area (Licensee to provide to ODOT updates to such manuals as is reasonably necessary during the Term of this Agreement). Licensee shall provide ODOT, at Licensee's sole expense, a copy of any manuals specifically describing scheduled maintenance requirements, troubleshooting, and safety precautions specific to the supplied equipment, operations in emergency conditions and any other pertinent information for ODOT personnel and, without fee for its services, shall reasonably assist ODOT in training ODOT's personnel to respond in case of emergencies involving the System that threaten highway safety, property damage or bodily injury. Licensee shall also provide, at its sole expense, two (2) sets of as-built drawings to ODOT. ODOT acknowledges that Licensee's provision of the documents and information detailed in this Section 5.1 in no way authorizes ODOT or any of its agents to operate, maintain, or in any way interfere with the System in the absence of Licensee's prior consent or an emergency with respect to the System that threatens highway safety, property damage or bodily injury.

5.2 Malfunctions and Emergencies. Each of ODOT and Licensee shall notify the other within twenty-four (24) hours following the discovery by it of (a) any material malfunction in the operation of the System or (b) a material interruption in the generation

of Environmental Attributes. Licensee and ODOT shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Licensee's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Licensee and ODOT each shall notify the other Party as soon as possible upon the discovery of an emergency condition in the System. Licensee shall give ODOT commercially reasonable advance written notice of any planned intervention in the generation of Environmental Attributes. If an emergency condition exists, Licensee shall promptly dispatch the appropriate personnel upon becoming aware thereof to perform the necessary repairs or corrective action in an expeditious and safe manner. Emergency maintenance personnel representing Licensee shall be on site within twelve (12) hours of the notification to assess the condition and commence corrective actions. For routine and emergency repairs, the Parties shall contact the appropriate Persons as the Parties designated to each other prior to the issuance of the Notice to Proceed, or such other Person as a Party may designate from time to time by written notice to the other Party.

5.3 Environmental Attributes.

5.3.1.1 Beginning on the Effective Date and continuing through the first three (3) Years after the Commercial Operation Date, all Environmental Attributes generated by the System, including any associated RECs, shall be distributed to and be the property of the Energy Trust of Oregon ("ETO"), ODOT and PGE's Clean Wind Development Fund ("Clean Wind") according to the following allocation:

ETO: five percent (5%)

ODOT: five percent (5%)

Clean Wind: ninety percent (90%)

5.3.1.2 After the first three (3) Years, all Environmental Attributes generated by the System, including any associated RECs, shall be distributed to and be the property of the ETO, Clean Wind, and ODOT according to the following allocation:

(a) During Year four (4):

ETO: sixty-five percent (65%)

ODOT: twenty percent (20%)

Clean Wind: fifteen percent (15%)

(b) During Years five (5) through twenty-five (25):

ETO: seventy-four percent (74%)

ODOT: twenty-six percent (26%)

Clean Wind: zero percent (0%)

5.3.2. During any Additional Renewal Term, all Environmental Attributes generated by the System, including any associated RECs, shall be distributed to and be the property of ODOT and Licensee according to the following allocation:

ODOT: fifty percent (50%)

Licensee: fifty percent (50%)

5.3.3. During the Initial Term and any Additional Renewal Term, Licensee shall cause all RECs associated with ODOT's Environmental Attributes to be registered with WREGIS and accounted for and retired in a WREGIS subaccount that, unless otherwise directed by ODOT, separately identifies ODOT, the System, and the Licensed Area. During the Initial Term, Licensee will only register and retire, and will not transfer or otherwise dispose of the RECs held by ODOT. Licensee will be responsible for all reasonable costs related to WREGIS for registration, accounting for, and retiring the RECs associated with ODOT's Environmental Attributes.

5.3.4. ODOT shall have the sole discretion over its use of the Environmental Attributes, and any associated RECs, distributed to ODOT under Section 5.3, including the use of such Environmental Attributes to offset greenhouse gas emissions associated with energy use at ODOT facilities.

5.3.5. PGE shall cause all Environmental Attributes, and any associated RECs, distributed to Clean Wind and ETO to be retired on behalf of Clean Wind customers or PGE's RPS compliance obligations, as applicable.

5.3.6. Licensee shall provide ODOT with an annual report documenting the System's production of Environmental Attributes and demonstrating the allocation of such Environmental Attributes.

5.3.7. Exhibit B provides a visual representation of the allocation of Environmental Attributes under this Agreement. Exhibit B is provided for the convenience of the parties only and in the event of any conflict between Exhibit B and the provisions of this Agreement, such provisions shall govern the interpretation of this Agreement.

5.4 Licensee's Obligations. As a material inducement to ODOT's execution and delivery of this Agreement, Licensee covenants and agrees to the following:

5.4.1. In General. On and after the Commercial Operation Date, subject to the terms of this Agreement, including, without limitation, Section 5.4.2 and Section 6.3, (a) Licensee shall cause the System to be operated and maintained at Licensee's sole expense, including the cost of capital repairs and replacements, in a

commercially reasonable manner throughout the term of this Agreement, including monitoring and maintenance of metering equipment, determining the quantity of Energy produced by the System (collectively, the "O&M Work"); (b) Licensee shall maintain and repair the Licensed Area and shall also be responsible for maintenance and repairs to other portions of the Site to the extent such maintenance and repairs are necessary as a direct result of Licensee's Permitted Use; and (c) Licensee shall maintain the Licensed Area and the security fencing surrounding the Licensed Area in a commercially reasonable manner at Licensee's sole expense. Subject to the terms of this Agreement, Licensee shall perform the O&M Work (i) to ensure that the System is continuously capable of delivering Energy, subject to expected, ordinary degradation of the System and weather fluctuations; (ii) to ensure that all applicable manufacturer, installer and equipment warranties remain in place for their full term; and (iii) at the Licensed Area in a manner that minimizes inconvenience to and interference with ODOT's and ODOT's invitees' use of the Site (other than the Licensed Area) to the extent commercially practical. All of Licensee's operating and maintenance personnel or subcontractors will be adequately qualified and trained throughout the Initial Term and any Additional Renewal Terms of this Agreement.

5.4.2. Repair/ Replacement Obligations.

5.4.2.1 If the (1) System is materially damaged or destroyed prior to the 15th anniversary of the Commercial Operation Date, and (2) insurance proceeds paid to Licensee are greater than or equal to 75% of the reasonable cost to repair or replace the System to produce Energy in substantially the same amount and quality as produced by the System immediately before the damage or destruction, then Licensee shall repair or replace the System to produce such Energy; provided, however, if the System is damaged or destroyed by a Force Majeure Event that has affected Licensee's performance of its obligations hereunder and that has continued, or is likely in the reasonable opinion of Licensee and ODOT to continue, for a period of one hundred twenty (120) consecutive days in a twelve (12)-month period or one hundred eighty (180) days in the aggregate in a twelve (12)-month period, then ODOT and Licensee shall each be entitled to terminate this Agreement as provided under Section 8.3 of this Agreement. If the insurance proceeds paid to Licensee are less than 75% of the reasonable cost to repair or replace the System as described above, then Licensee may elect to terminate this Agreement. For purposes of this paragraph, "insurance proceeds" shall include the amount of any deductible or self-insured retention and the amount available under any policy of insurance.

5.4.2.2 If the System is materially damaged or destroyed on or after the 15th anniversary of the Commercial Operation Date, then Licensee may, but shall not be obligated to, repair or replace the System to produce Energy in substantially the same amount and quality as produced by the System immediately before the damage or destruction. If Licensee is not

required to or elects not to repair or replace the System pursuant to this Section 5.4.2 then this Agreement shall terminate without liability to either Party and Licensee shall complete the Removal of the System and the Restoration of the Site in accordance with Section 7.1 of this Agreement.

5.4.2.3 Notwithstanding anything to the contrary in this Section 5.4, if the System is materially damaged or destroyed due solely to the negligent or intentional acts or omissions by Licensee or any of its officers, employees, subcontractors, assignees, or representatives, then (1) Licensee shall repair or replace the System to produce Energy in substantially the same amount and quality as produced by the System immediately before the damage or destruction, (2) ODOT shall provide reasonable assistance to facilitate Licensee's repair or replacement of the System, and (3) Licensee shall reimburse ODOT promptly for reasonable costs incurred by ODOT in assisting Licensee with the repair or replacement of the System.

5.4.3. Health and Safety. Licensee shall take all necessary and reasonable safety precautions with respect to performing the Installation Work and the O&M Work, including compliance with all Applicable Laws and Requirements pertaining to highway safety or the safety of Persons and real and personal property. Licensee shall promptly report to ODOT upon discovery by Licensee any death, loss time injury, or property damage to ODOT's property that occurs at the Site or as part of the Licensee's operation of the System.

5.4.4. Licenses and Approvals to Generate Energy. During the Initial Term and any Additional Renewal Term, Licensee shall obtain and maintain all approvals, consents, licenses, permits, and inspections from relevant Governmental Authorities, utility personnel, and other agreements and consents required to be obtained and maintained by Licensee to enable Licensee to generate Energy.

5.4.5. Losses/Damages. Subject to Section 5.4.2, Section 5.4.6, and Section 6.3, ODOT will not be responsible for losses or damage to Licensee's property or any other personal property, equipment or materials of Licensee at the Site. Licensee will hold ODOT harmless from any losses or damages pursuant to Section 6.4. All material losses by Licensee at the Site shall be reported promptly to ODOT upon discovery by Licensee.

5.4.6. Hazardous Substances.

5.4.6.1 Licensee warrants and represents and covenants that it shall not use or place any Hazardous Substances on the Licensed Area or Site, including during the construction of the System, and further warrants and represents that no Hazardous Substances shall be brought upon the Site or Licensed Area as a result of the construction, maintenance or operation of the System.

5.4.6.2 "Hazardous Substances" means asbestos and asbestos-containing material (regardless of its condition); any chemical, material or substance at any time defined as or included in the definition of "hazardous substances" "hazardous wastes," "hazardous materials," "extremely hazardous waste," "biohazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "acutely hazardous waste," "radioactive waste," "infectious waste," "toxic substances," or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity or words of similar import) under any Applicable Laws and Requirements; any oil, petroleum, petroleum fraction or petroleum derived substance; urea formaldehyde foam insulation; mold; and electrical equipment which contains any oil or dielectric fluid containing polychlorinated biphenyls. Hazardous Substances shall not include the foregoing substances to the extent such substances are in compliance with Applicable Laws and Requirements and are typically found in use in similar quantities in comparable operations.

5.4.6.3 If Hazardous Substances related to Licensee's use of the Licensed Area are discovered on the Licensed Area, then Licensee shall, at its sole cost and expense, promptly perform all abatement work and repair or replace all improvements damaged by the abatement work.

5.4.6.4 Licensee shall indemnify, defend and hold ODOT and ODOT's agents harmless from and against any and all reasonable costs relating to any Hazardous Substances used or placed at the Licensed Area or Site as a result of Licensee's use of the Licensed Area and Site and any abatement work related thereto. Licensee shall be solely responsible for and shall comply with all Applicable Laws and Requirements with respect to Hazardous Substances used by Licensee on the Licensed Area. In addition, ODOT shall indemnify, defend and hold Licensee and Licensee's agents from and against any and all reasonable costs relating to any Hazardous Substances used, discovered, disturbed or placed or located at the Licensed Area and Site not as a result of Licensee's use of the Licensed Area and Site and any abatement work related thereto. ODOT shall be solely responsible for and shall comply with all legal requirements with respect to Hazardous Substances on the Licensed Area and Site not related to Licensee's use of the Site or Licensed Area. Notice of claims and defense of any claims shall be undertaken in accordance with the procedures set forth in Section 6.4.

5.4.6.5 Notwithstanding anything in this Agreement to the contrary, the liability of Licensee, and any indemnities provided by Licensee, shall not extend to contamination of the Licensed Area or Site by Hazardous Substances that were not placed on the Licensed Area or Site or on the land upon

which the Licensed Area or Site are situated by Licensee, or by any of Licensee's agents, contractors or employees. In addition, ODOT shall not pass on to Licensee, directly or indirectly, the cost incurred by ODOT in monitoring, reporting, testing, abating and/or removing Hazardous Materials that were contained in the Licensed Area and or Site.

5.4.7. Other Applications and Agreements. Licensee shall timely develop and file such other applications and agreements as may be necessary to claim Environmental Attributes, including but not limited to any ETO incentive applications. Licensee shall enable timely review by ODOT of any agreements or applications to which ODOT must be a party.

5.4.8. Notice of Final Completion. Licensee shall deliver to ODOT a Notice of Final Completion within ten (10) days after Licensee has met all the requirements set out in such notice and has provided to ODOT copies of the as built construction drawings, Installation Work manuals, O&M Work manuals, and equipment and System warranties.

5.5 ODOT's Obligations.

5.5.1. In General. Subject to any specific limitations in this Agreement, ODOT shall maintain the Site, other than the Licensed Area and the System, in good condition and repair so as to enable Licensee to access, operate and maintain the System. ODOT is responsible for landscaping and landscape maintenance outside the Licensed Area. ODOT shall maintain the Site (other than the Licensed Area), and, to the extent reasonably controllable with a highway corridor and consistent with applicable State and FHWA limited access freeway policies, in a manner that ensures that insolation, communication and satellite access are not adversely affected by shading (except as shown on Exhibit A), growing weeds or by any facility or structure on property owned or controlled by ODOT; provided, however, that such occasional and temporary interference as may result from ODOT's operations on the Site as such operations may change over time shall not be considered a violation of this Section 5.5 unless such occasional and temporary interference significantly affects the generation of Energy by the System, the operation of the System, or Licensee's obligations under Article 5 or Article 7 for a period of five (5) or more consecutive days. The Parties understand that the conditions mentioned in the previous sentence may reduce insolation.

5.5.2. Health and Safety. ODOT shall maintain the areas of the Site (other than the Licensed Area) consistent with all Applicable Laws and Requirements pertaining to highway safety or the health and safety of Persons and property. ODOT shall promptly report to Licensee upon discovery by ODOT any death, loss time injury, or property damage to that occurs at the Site as a result of the Licensee's operation of the System.

5.5.3. Liens. ODOT shall not directly or indirectly cause, create, incur, assume or suffer to exist any liens on or with respect to the System or any interest therein. If ODOT breaches its obligations under this paragraph, it shall notify Licensee in writing and shall cause the lien to be removed within twenty (20) days of notification thereof by the post of a bond, payment of the lien or otherwise. If ODOT fails to remove the lien within this time period, in addition to its other remedies under this Agreement, Licensee may undertake to cause such lien to be removed and charge to ODOT any costs and expenses reasonably and actually incurred in connection with the removal of said lien. Without limiting the generality of the foregoing, ODOT waives any statutory landlord's lien on the System or any other personal property of Licensee located on the Licensed Area.

5.5.4. Notice of Damage. ODOT shall promptly notify Licensee of any matters it is aware of pertaining to any damage to the System or that could reasonably be expected to adversely affect the System.

5.5.5. Actions to Prevent Injury. In the event of a material malfunction or emergency of or related to the System that creates an imminent risk of damage or injury to Persons or property, including a risk to highway safety, ODOT shall notify Licensee as soon as possible and in all events within twenty-four (24) hours following discovery and may, but shall not be obligated to, take such action, including granting access to the Licensed Area to emergency responders, as ODOT deems appropriate to prevent such damage or injury. Such action may include disconnecting and removing all or a portion of the System. Such action shall be at Licensee's cost, subject to Section 6.5 or Section 9.6, if applicable.

5.5.6. Review of System Plans. ODOT shall timely review all design, construction, maintenance and operation plans for conformance with this Agreement.

5.5.7. Other Applications and Agreements. ODOT shall provide timely review of other applications and agreements as may be necessary for performance of the Parties' duties and obligations under this Agreement and to which ODOT must be a party.

5.5.8. Environmental Analysis. ODOT shall timely provide Licensee with available environmental documentation to facilitate filings to obtain necessary permits for the Installation Work.

ARTICLE 6 – INSURANCE/ INDEMNIFICATION

6.1 No State Obligation to Insure. ODOT and the State are not responsible for and will not maintain insurance covering the System against any casualty, and Licensee will make no insurance claim of any nature against ODOT or the State by reason of any damage to the Licensee's property in the event of damage or destruction by any cause.

6.2 Licensee's Insurance Obligations. During the term of this Agreement and at Licensee's expense, Licensee shall procure and maintain insurance or self-insurance against all claims for injuries to Persons or damages to property which may arise from or in connection with Licensee's performance of the work under this Agreement and the

results of that work by Licensee or its agents, representatives, employees or subcontractors.

6.2.1. Insurance Coverage from Insurance Companies. Subject to Section 6.2.2, Licensee shall obtain and maintain from insurance companies insurance with the following levels of coverage and terms:

6.2.1.1 Commercial General Liability. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that is reasonably satisfactory to ODOT. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Combined single limit per occurrence shall be $1,000,000 for each job site or location. Each annual aggregate limit shall be $1,000,000.

6.2.1.2 Property Insurance. All Risk Replacement Cost form property insurance sufficient to insure against complete loss or destruction of the System installed on the Licensed Area.

6.2.1.3 Automobile Liability. Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance or self-insurance (with separate limits). Combined single limit per occurrence shall be $1,000,000.

6.2.1.4 Additional Insured. The liability insurance coverage required for performance of this Agreement shall include the State, ODOT and their divisions, officers, commissions, and employees as Additional Insured or Loss Payee (as applicable) but only with respect to the Licensee's activities to be performed under this Agreement; provided further that such Additional Insured status shall only extend to Licensee's contractually assumed indemnity obligations under this Agreement. Coverage shall be primary and non-contributory with any other insurance.

6.2.1.5 Notice of Cancellation. There shall be no cancellation of insurance or coverage(s) without thirty (30) days' written notice from the Licensee or its insurer(s) to ODOT.

6.2.1.6 Certificate(s) of Insurance. As evidence of the insurance coverage required by this Agreement, the Licensee shall furnish Certificate(s) of Insurance to ODOT prior to the Licensee's commencement of work under this Agreement. The Certificate(s) will specify all of the parties who are included as Additional Insured or Loss Payees.

6.2.2. Self Insurance. Either PGE, as Licensee or under a sublicense of this Agreement, or BALC, may elect in its sole discretion to provide insurance coverage levels set

forth in Section 6.2.1 through its self-insurance program. Such party shall provide ODOT with evidence of appropriate levels of self-insurance coverage in a form reasonably satisfactory to ODOT.

6.2.3. Subcontractors. Licensee shall require all of its subcontractors to maintain insurance with insurance coverage levels as set forth in Section 6.2.1 and provide certificates to Licensee described in Section 6.2.1.6, or shall cause such subcontractors to be named as insureds on the coverages provided by Licensee. Licensee shall furnish copies of any such certificates to ODOT upon its request.

6.3 ODOT Indemnification. Subject to the limitations of Article XI, § 7 of the Oregon Constitution, the Oregon Tort Claims Act (ORS 30.260 to 30.300) and the availability of funds from the Highway Trust Fund, the State shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, the Licensee against any liability for personal injury or damage to life or property to the extent arising from the State's negligent activity under this Agreement; provided, however, that (i) the State shall not be required to indemnify the Licensee for any such liability arising out of the wrongful acts of Licensee or its officers, employees or agents and (ii) this indemnification provision does not apply to any claims arising from ODOT's termination or breach of this Agreement. ODOT shall give Licensee notice of any such claims and defend any such action in accordance with this Section 6.3.

6.3.1. Notice of Claims. Licensee shall deliver a Claim Notice promptly to ODOT after Licensee receives notice that an action at law or a suit in equity has commenced; provided, however, that failure to deliver the Claim Notice shall not relieve ODOT of its obligations under this Section 6.3, except to the extent that ODOT has been prejudiced by such failure.

6.3.2. Defense of Action. If requested by Licensee, ODOT shall, to the extent permitted by Applicable Laws and Requirements, assume on behalf of Licensee, and conduct with due diligence and in good faith, the defense of Licensee, with counsel reasonably satisfactory to Licensee; provided, however, that if ODOT is a defendant in any such action and Licensee believes that there may be legal defenses available to it that are inconsistent with those available to ODOT, Licensee shall have the right to select separate counsel to participate in its defense of such action at ODOT's expense to the extent permitted by Applicable Laws and Requirements. If any claim, action, proceeding or investigation arises as to which ODOT's responsibility provided for in this Section 6.3 applies, and ODOT fails to assume the defense of such claim, action, proceeding or investigation after having been requested to do so by Licensee, then Licensee may contest or, with the prior written consent of ODOT, which consent shall not be unreasonably withheld, settle such claim, action, proceeding or investigation. All costs and expenses incurred by Licensee in connection with any such contest or settlement shall be paid upon demand by ODOT to the extent permitted by Applicable Laws and Regulations.

6.4 Licensee Indemnification. Licensee shall indemnify, defend and hold harmless the State , ODOT, their permitted successors and assigns, and their officers, employees, agents, commissions, and representatives from and against all suits, actions, claims, damages, and judgments of any character arising from Licensee's performance of this Agreement that are brought against ODOT by any Person, on account of any injury or death to any Person or any loss or damage to property, due to the negligent acts or omissions by the Licensee or any of its officers, employees, subcontractors, assignees, or representatives. In the event ODOT and Licensee are found to be joint tortfeasors with respect to any such injuries or damages, the Licensee's obligations to indemnify ODOT shall extend only to the Licensee's pro rata share of liability as determined in accordance with Applicable Laws and Requirements. Licensee shall give ODOT notice of any such claims and defend any such action.

6.4.1. Notice of Claims. ODOT shall deliver to Licensee a notice describing the facts underlying its indemnification claim and the amount of such claim (each a "Claim Notice"). Such Claim Notice shall be delivered promptly to Licensee after ODOT receives notice that an action at law or a suit in equity has commenced; provided, however, that failure to deliver the Claim Notice shall not relieve Licensee of its obligations under this Section 6.4, except to the extent that Licensee has been prejudiced by such failure.

6.4.2. Defense of Action. If requested by ODOT, Licensee shall assume on behalf of ODOT, and conduct with due diligence and in good faith, the defense of ODOT with counsel reasonably satisfactory to ODOT; provided, however, that if Licensee is a defendant in any such action and ODOT believes that there may be legal defenses available to it that are inconsistent with those available to Licensee, ODOT shall have the right to select separate counsel to participate in its defense of such action at Licensee's expense. If any claim, action, proceeding or investigation arises as to which the indemnity provided for in this Section 6.4 applies, and Licensee fails to assume the defense of such claim, action, proceeding or investigation after having been requested to do so by ODOT, then ODOT may contest or, with the prior written consent of Licensee, which consent shall not be unreasonably withheld, settle such claim, action, proceeding or investigation. All costs and expenses incurred by ODOT in connection with any such contest or settlement shall be paid upon demand by Licensee.

6.5 Cost Reimbursement. Notwithstanding Section 5.4.1, ODOT shall reimburse Licensee promptly for reasonable costs incurred by Licensee to repair or replace the Licensed Area or the System to the extent any such casualty is caused by ODOT or its agents or employees. Licensee shall reimburse ODOT promptly for reasonable costs incurred by ODOT to repair or replace the Site, excluding the Licensed Area, to the extent any such casualty is caused by Licensee, its agents or employees.

ARTICLE 7 – VACATING SITE

7.1 Vacating the Site/Removal of Equipment. Upon expiration or termination of this Agreement, Licensee shall have an additional one hundred eighty (180) days to use the

Site and the Licensed Area solely for the purpose of Removal and Restoration (as defined below). During this period, Licensee shall (i) remove all of its tangible property comprising the System from the Site, except for the line extension as described in Exhibit C, and shall cause the local Electric Utility to remove the meter pursuant to the Permit ("Removal"), and (ii) restore the Site and the Licensed Area to their pre-installation condition, except for landscaping installed by ODOT outside the Licensed Area pursuant to Section 5.5.1, normal wear and tear excepted, and leave the Licensed Area and Site in neat and clean order ("Restoration"), all pursuant to the Permit; provided, however, that ODOT may limit the scope of any such Removal or Restoration, or both, to the extent necessary to allow the continued operation of other electricity generating or storage facilities, or both, that are relying upon any shared electrical, mechanical or communication equipment. Removal and Restoration shall be completed by a mutually convenient date but in no case later than additional one hundred eighty (180) days after the expiration or termination of this Agreement. Removal and Restoration shall be at Licensee's cost unless Licensee has terminated this Agreement due to an ODOT Default hereunder or ODOT has terminated this Agreement under Section 9.6, in which case ODOT shall reimburse Licensee for the Removal Costs within thirty (30) days of receipt of an invoice for such costs.

7.2 ODOT Remedies. If Licensee fails to complete Removal and Restoration when required to do so hereunder, ODOT may at its option (i) complete Removal and Restoration of the Site at Licensee's cost and expense, or (ii) pursue damages. If ODOT takes such action, ODOT may dispose of the System or any component thereof in the same manner as the State of Oregon disposes of surplus property, or retain ownership thereof indefinitely, as it determines in its sole discretion, with the proceeds, if any, net of any and all expenses incurred by ODOT, to be remitted to Licensee. If ODOT elects to keep the System, ODOT shall credit the Fair Market Value of the System, net of all expenses incurred by ODOT in the valuation and transfer of the System, against any damages sought by ODOT for Licensee's failure to complete Removal and Restoration.

7.3 Condemnation. In the event that the whole or any portion of the Licensed Area is acquired or condemned by any Governmental Authority (other than ODOT) or sold by the State in lieu thereof, then this Agreement shall terminate as of the date the condemning authority takes title or such earlier date as ODOT reasonably determines. ODOT shall immediately notify Licensee in the event of such termination. In the event that the whole or any portion of the Site (but not the Licensed Area) is acquired or condemned by any such Governmental Authority or sold by the State in lieu thereof and Licensee's ability to operate the System is rendered commercially impracticable, then Licensee may at its sole discretion terminate this Agreement and ODOT shall promptly pay the Licensee as set forth in Section 9.6. In the event of an award related to eminent domain or condemnation of all or part of the Site, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated as well as any damages suffered thereby. The amount of any award paid to Licensee shall offset the amount due and owing from ODOT pursuant to Section 9.6.

ARTICLE 8 – FORCE MAJEURE

8.1 Definition of Force Majeure Event. For purposes of this Agreement, an act or event is a "Force Majeure Event" if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of commercially reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruption and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; (iv) highway accident materially adversely affecting the operation of the System; (v) strikes or labor disputes; (vi) action by a Governmental Authority, including a moratorium on any activities related to this Agreement; and (vii) the impossibility for one of the Parties, despite its reasonable efforts, to obtain, in a timely manner, any approval by a Governmental Authority necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that the delay of or failure to obtain such approval by a Governmental Authority is not attributable to the Party in question and that such Party has exercised its reasonable efforts to obtain such Permit.

8.2 Procedure for Claiming Force Majeure. Any Party claiming a Force Majeure Event shall notify the other Party as soon as possible of the occurrence of the Force Majeure Event and, within ten (10) days of such notification, shall provide the other Party with the basis for the claim in writing.

8.3 Consequences of Force Majeure Event. Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure Event and to resolve the event or occurrence once it has occurred in order to resume performance, unless Licensee has no repair and replacement obligations as contemplated under Section 5.4.2. Subject to the termination rights contained in this Section 8.3, if a Party is prevented from performing its obligations under this Agreement by a Force Majeure Event, the period for performance of such obligation will be extended by the number of days of the duration the Force Majeure Event. If a Force Majeure Event shall have occurred that has affected Licensee's or ODOT's performance of its obligations hereunder and that has continued, or is likely in the reasonable opinion of Licensee and ODOT to continue, for a period of one hundred twenty (120) consecutive days in a twelve (12)-month period or one hundred eighty (180) days in the aggregate in a twelve (12)-month period, then ODOT and Licensee shall each be entitled to terminate this Agreement with no liability of either Party, except as provided under Section 7.1 upon thirty (30) days' prior written notice to the other Party.

8.4 Change of Law. A change of law, including ODOT's nondiscriminatory exercise of its regulatory authority, shall not constitute a Force Majeure Event.

ARTICLE 9 – MISCELLANEOUS

9.1 Notices. Unless a provision in this Agreement specifically provides otherwise, all notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below, or sent by electronic facsimile to the facsimile numbers set forth below, as such names and addresses may be changed from time to time by notice to both Parties. All such notices or other communications shall be deemed received upon the earlier of (i) if personally delivered or sent by overnight courier, the date of delivery to the address of the Person to receive such notice, (ii) if mailed as provided above, on the date of receipt or rejection, or (iii) if given by electronic facsimile, when received by the other Party if received between Monday and Friday between 9 a.m. and 5:00 p.m. so long as such day is not a State or federal holiday or furlough, and otherwise on the next day; provided, however, that if the next day is a Saturday, Sunday, or a State or federal holiday or furlough, such notice shall be effective on the following business day.

To Portland General Electric Company:

c/o Portland General Electric Company
ATTN: Mark Osborn
TITLE: Smart Grid Manager
ADDRESS: 121 SW Salmon Street
3 WTC 0407
Portland, OR 97204
PHONE: (503) 464-8347
FAX: (503) 454-2284

With a copy to:

ATTN: General Counsel
ADDRESS: 121 SW Salmon Street
1 WTC 1715
Portland, OR 97204
PHONE: (503) 464-8860
FAX: (503) 464-2222

To ODOT:

ATTN: Allison M Hamilton
TITLE: Oregon Solar Highway Program Manager
ADDRESS: Oregon Department of Transportation
3930 Fairview Industrial Dr. SE
Salem, OR 97302
PHONE: (503) 986-3732
FAX: (503) 986-3679

With a copy to:	ATTN:	Theodore C. (Ted) Falk
	TITLE:	Senior Assistant Attorney General
	ADDRESS:	Oregon Department of Justice General Counsel Business Transactions Section 1162 Court Street NE Salem, OR 97301
	PHONE:	(503) 947-4510
	FAX:	(503) 378-3784

All notices, communications and waivers under this Agreement, if applicable, to any Person who has or will make a loan to Licensee to help finance the System shall be sent to the name and address specified in a notice from Licensee to ODOT.

9.2 Communications/Publicity. No later than the date set out in Exhibit G, Licensee and ODOT shall mutually agree on, and shall thereafter comply with, a communications plan governing all publicity related to the System, which at a minimum shall provide that:

9.2.1. Each of Licensee and ODOT may publish or post factually accurate information regarding the System upon prior approval of the other Party;

9.2.2. Any tours or guest access to the Licensed Area shall be subject to ODOT's prior approval, except that ODOT's approval shall not be unreasonably withheld and may be granted in advance for defined circumstances as agreed in the communications plan;

9.2.3. ODOT may take photographs or video of the System and its construction and operation and may use such photographs and video in its sole and reasonable discretion to promote similar solar projects with or by ODOT or the State of Oregon; and

9.2.4. Any records prepared, owned, used or retained by ODOT are public records which are governed by the State's Public Records Law (ORS 192.410 to 192.505) and Archiving Law (ORS 192.005 to 192.170). Licensee acknowledges that public records are subject to disclosure upon request unless exempt from disclosure under the grounds set forth in the Public Records Law (ORS 192.501 and 192.502). ODOT will not be liable for release of any information when required by law or court order to do so, whether pursuant to the Public Records Law or otherwise, and will also be immune from liability for disclosure or release of trade secret information under the circumstances set out in ORS 646.473(3).

9.3 Integration; Exhibits. This Agreement (including all exhibits and attachments hereto) constitutes the entire agreement and understanding between ODOT and Licensee with respect to the subject matter hereof and supersedes all prior agreements relating to the

subject matter hereof, which are of no further force or effect. All Exhibits referred to herein are integral parts hereof and are made a part of this Agreement by this reference.

9.4 Failure to Perform Obligations.

9.4.1. Defaults in General. Except as otherwise expressly provided for herein, the significant failure of a Party to perform or cause to be performed any material obligation required to be performed by such Party under this Agreement or the significant failure of any material representation and warranty set forth herein to be true and correct as and when made shall be an event of default and grounds for the other Party to terminate this Agreement; provided, however, that if such failure by its nature can be cured, then the defaulting Party shall have a period of thirty (30) business days after receipt of written notice from the other Party of such failure of the defaulting Party to cure the same and a default shall not be deemed to exist during such period; provided, further, that if the defaulting Party commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said cure period shall be extended for one hundred twenty (120) additional days (such failure by the Licensee continuing after the applicable cure period, a "Licensee Default" and such failure by ODOT continuing after the applicable cure period, an "ODOT Default").

9.4.2. Failure to Pay. Notwithstanding Section 9.4.1, the failure of either Party to pay any amounts owing to the other Party pursuant to this Agreement on or before the day following the date on which such amounts are due and payable under the terms of this Agreement shall be considered an event of default, unless cured within thirty (30) days of notice received from the other Party.

9.4.3. Certain Events of Licensee Default.

9.4.3.1 Events with No Cure. Notwithstanding Section 9.4.1, any of the following shall constitute a Licensee Default upon its occurrence and no cure period shall be applicable:

(a) Licensee's dissolution or liquidation; or

(b) Licensee's actual fraud or intentional material misrepresentation in Section 9.24.1.

9.4.3.2 Events Subject to Cure. Notwithstanding Section 9.4.1, but subject to Section 3.7.3.1, any of the following shall constitute a Licensee Default upon its occurrence but shall be subject to cure within thirty (30) days (or such period as may be provided under the Applicable Laws and Requirements regarding such permits or approvals, if longer) after Licensee receives written notice of default from ODOT:

(a) Licensee's abandonment of construction or operation of the System (except in the case of a termination of this Agreement in accordance with this Agreement); or

(b) Licensee's failure to maintain in effect any permits or approvals contemplated under Section 3.7.2, Section 4.2.3.2 or Exhibit F.

9.4.3.3 Failure to Reach Commercial Operation Date. Notwithstanding Section 9.4.1, if Licensee does not reach the Commercial Operation Date within one-hundred eighty (180) days after the Commercial Operation Date specified in Exhibit G or July 31, 2012, if later, then ODOT may declare a Licensee Default and any cure period shall be at ODOT's sole discretion.

9.4.3.4 Bankruptcy. The occurrence at any time of any of the following events shall constitute a Licensee Default under this Agreement: (a) Licensee admits in writing its inability to pay its debts generally as they become due; (b) Licensee files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other Applicable Laws and Requirements; (c) Licensee makes an assignment for the benefit of creditors; (d) Licensee consents to the appointment of a receiver of the whole or any substantial part of its assets; (e) Licensee has a petition in bankruptcy filed against it, and such petition is not dismissed within ninety (90) days after the filing thereof; (f) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of Licensee's assets, and such order, judgment or decree is not vacated, set aside or stayed within ninety (90) days from the date of entry thereof; or (g) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the whole or any substantial part of Licensee's assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control.

Notwithstanding Section 9.4.1, ODOT shall have the right to terminate this Agreement at any time on thirty (30) days' written notice to Licensee if Licensee files bankruptcy or is adjudged bankrupt or fails to promptly demonstrate the ability to perform under this Agreement following the filing or adjudication of a bankruptcy proceeding.

9.5 Payment Obligations upon Termination; Termination Without Liability of Either Party. In the event that this Agreement is terminated in accordance with Section 4.2.3.5 (Conditions Precedent), Section 4.2.3.6 (Utility Approvals and Requirements) Section 4.2.3.8 (Site Adequacy), Section 5.4.2.1, Section 8.3 (Force Majeure), or Section 9.7 (Licensee Termination) no Party shall have any liability to the other Party as a result of such termination, and the only amounts due shall be those amounts that accrued in accordance with this Agreement prior to the Termination Date; provided, however, that Licensee shall be responsible for the Removal of the System and Restoration of the Site in accordance with Section 7.1. Unless this Agreement clearly provides otherwise, upon the Termination Date or the Expiration Date, as applicable, any amounts then owing by a Party to the other Party shall become immediately due and payable and the future obligations of ODOT and Licensee under this Agreement shall be

terminated. Such termination shall not relieve either Party from obligations accrued prior to the Termination Date or the Expiration Date, unless this Agreement clearly provides otherwise.

9.6 ODOT Termination for Official Purpose.

9.6.1. ODOT may terminate this Agreement, in whole or in part, for public safety or highway safety purposes or for transportation planning or development purposes consistent with State and FHWA limited access freeway policies or to comply with a transportation construction or development project adopted in an approved State transportation plan or any change in Applicable Laws and Requirements that would prohibit the System on the Licensed Area, subject to sixty (60) days' written notice to Licensee.

9.6.2. If ODOT elects to terminate this Agreement pursuant to this Section 9.6:

9.6.2.1 Prior to the Commercial Operation Date, then ODOT shall pay or reimburse Licensee for all time and material expenses actually incurred by Licensee subsequent to the issuance of the Notice to Proceed to the extent permitted by ODOT's normal procedures for time and materials contracts plus all costs of Removal and Restoration of the Licensed Area and Site, but not including Fair Market Value of the System;

9.6.2.2 Upon or after the Commercial Operation Date, then ODOT shall be required to pay or reimburse Licensee the then-applicable Termination Value With Removal Costs as liquidated damages to the extent permitted by Applicable Laws and Requirements.

9.6.2.3 In no event shall ODOT be required to pay any amount under this Section 9.6, for which ODOT has already paid.

9.6.2.4 ODOT shall provide reasonable assistance to facilitate Licensee's Removal and Restoration.

9.7 Licensee Termination. Notwithstanding anything to the contrary in this Agreement, Licensee shall have the right to terminate this Agreement at any time on thirty (30) days' written notice to ODOT, without further liability, if (a) Licensee is unable, after diligent efforts, to obtain or maintain required approval or permits from any Governmental Authority or utility necessary for the installation or operation of the System pursuant to this Agreement; or (b) a change in law, including ODOT's nondiscriminatory exercise of its regulatory authority other than an ODOT Termination for Official Purpose pursuant to Section 9.6, materially adversely affects completion or operation of the System in the Licensed Area as contemplated in this Agreement.

9.8 Remedies Following Default.

9.8.1. ODOT's Remedies upon Occurrence of a Licensee Default. If a Licensee Default, as described in Section 9.4, has occurred and is continuing, and if

Licensee fails to correct or cure the conditions causing such Licensee Default within ten (10) days after Licensee shall have received ODOT's written notice of ODOT's intent to terminate this Agreement as a result of such Licensee Default, then, subject to Section 9.11, (i) this Agreement shall terminate and be of no further force or effect as of the last day of such ten (10)-day period and (ii) ODOT shall be entitled to damages or to the Substitute License Fee as provided in Section 3.3.2.2 in the case of a Licensee Default described in Section 9.4.3.

9.8.2. Licensee's Remedies upon Occurrence of an ODOT Default. If an ODOT Default, as described in Section 9.4, has occurred and is continuing, and if ODOT fails to correct or cure the conditions causing such ODOT Default within ten (10) days after the date on which Licensee gives ODOT written notice of Licensee's intent to terminate this Agreement as a result of such ODOT Default, then, subject to Section 9.11, (i) this Agreement shall terminate and be of no further force or effect as of the last day of such ten (10)-day period and (ii) ODOT shall promptly pay the applicable Termination Value With Removal Costs and Licensee shall complete Removal and Restoration of the Site in accordance with the terms of this Agreement.

9.9 Determination of Fair Market Value. The Fair Market Value of the System shall be determined by the mutual agreement of ODOT and Licensee. If ODOT and Licensee cannot mutually agree to a Fair Market Value within ten (10) business days, then the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. If the Parties are unable to agree on the selection of an appraiser within ten (10) days, such appraiser shall be jointly selected by an appraiser firm proposed by ODOT and an appraiser firm proposed by Licensee. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding on the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.

9.10 Limitation on Remedies, Liability, and Damages. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN A TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR IN CONTRACT OR OTHERWISE.

9.11 Survival. Any provision of this Agreement that expressly or by implication comes into or remains in full force after termination or expiration of the Agreement, shall survive termination or expiration of this Agreement, including but not limited to Section 4.1.2 (Possessory Interest Taxes), Section 4.2.3.7 (Mechanics Liens and Removal of Liens), Section 5.4.6 (Hazardous Substances), Section 5.5.3 (Liens), Section 6.3 (ODOT Indemnification), Section 6.4 (Licensee Indemnification), Section 7.1 (Vacating the Site/Removal of Equipment), Section 7.2 (ODOT Remedies), and Section 9.10 (Limitation on Remedies).

9.12 Relation of Parties. The relationship between ODOT and Licensee shall not be that of partners, agents or joint venturer for one another. This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

9.13 Assignment, Sublicenses, Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of ODOT and Licensee and their respective permitted successors and assigns. The duties and obligations of Licensee under this Agreement shall not be assignable by the Licensee in whole or in part without the written consent of ODOT and upon such reasonable terms and conditions that ODOT may require. ODOT's consent to one assignment shall not be deemed consent to any subsequent assignment.

9.13.1. Unique Expertise. Notwithstanding the foregoing, Licensee acknowledges that ODOT is relying upon the unique expertise and capability of Licensee. Licensee must demonstrate that any proposed assignee has both the financial capacity and the technical ability to perform the obligations required under the Agreement at a level reasonably deemed appropriate by ODOT.

9.13.2. Permitted Transfers and Sublicenses.

9.13.2.1 Notwithstanding anything to the contrary in this Section 9.13, PGE as initial Licensee may transfer and assign all of its interest in and to this Agreement, together with the duties and obligations of Licensee under this Agreement, to BALC provided BALC assumes the Agreement and all of Licensee's rights and obligations hereunder.

9.13.2.2 Notwithstanding anything to the contrary in this Section 9.13, BALC may, as Licensee, grant a sublicense to PGE in form and substance like the sublicense attached as Exhibit H. Upon written notice to ODOT that Licensee has granted a sublicense to PGE, ODOT shall thereafter give PGE written notice of any default under this Agreement concurrently with the delivery of such notice to Licensee.

9.13.2.3 Notwithstanding anything to the contrary in this Section 9.13, any Licensee may transfer all or substantially all of its interest in and to this Agreement to PGE, together with the duties and obligations of Licensee under this Agreement, without ODOT's consent but on ten (10) days' prior written notice to ODOT, provided that PGE assumes this Agreement and all of Licensee's rights and obligations hereunder. In the event that Licensee transfers such assets to PGE, ODOT acknowledges that PGE may include such transferred assets in PGE's rate base.

9.13.2.4 Notwithstanding anything to the contrary in this Section 9.13, PGE (as Licensee) may assign its rights and delegate its obligations under this Agreement in connection with a merger, consolidation, or other reorganization in which it participates or to a purchaser of substantially all of the assets of PGE (as Licensee), provided that in the case of such assignment: (i) ODOT receives written notice of the intent to assign; (ii) the assignee explicitly assumes the obligations of the assignor hereunder for the express benefit of the other party; and (iii) the assignee, at the request of ODOT, produces evidence of its creditworthiness and ability to perform under this Agreement, to the satisfaction of ODOT.

9.13.3. Collateral Security. Nothing in this Section 9.13 shall prohibit Licensee from assigning or granting a lien on, for purposes of collateral security, Licensee's rights and interests in and to this Agreement and the System.

9.13.4. Notice. For any assignment for which notice was not provided to ODOT at the time of execution of this Agreement and for which ODOT consent is required, Licensee shall provide sixty (60) days' notice to ODOT regarding its intent to assign this Agreement, which shall include adequate supporting information to verify that the assignee is qualified to assume Licensee's rights and obligations under this Agreement.

9.13.5. Financing. ODOT will not subordinate its interest in the Site as security for any Licensee loans or financing. However, Licensee may pledge its interest in the Agreement, including any rights to payment and to the System, as security for loans or financing. If Licensee's lender(s) requests additional terms and conditions to those already provided in this Agreement, ODOT agrees to consider any such requests, but may refuse such requests in its reasonable discretion. ODOT acknowledges that Licensee may be financing the acquisition and installation of the System with financing accommodations from one or more financial institutions and that Licensee's obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and Licensee's rights to payment and a first security right in the System. In order to facilitate such necessary financing, and with respect to any such Mortgagee of which Licensee has notified ODOT in writing, ODOT agrees to classification of the System as personal property only. ODOT acknowledges that it has been advised that part of the collateral securing financial accommodations of Licensee may be the granting of a first priority security interest ("Security Interest") in the

System to a Mortgagee to be perfected by a filing under the Uniform Commercial Code ("UCC") and to be documented in a recorded notice on title to the Site. ODOT agrees to such filings so long as they reflect the Parties' agreement that any filing to perfect or provide notice of the Security Interest clearly document the Parties' intent that the System is considered personal property only and is not considered a fixture to the Site. These filings by Licensee or Mortgagee may include a UCC filing of a Financing Statement (FORM UCC-1) which clearly covers the System as personal property only and not as a fixture.

9.14 First Mortgage Indenture. Notwithstanding anything to the contrary in this Agreement, ODOT acknowledges that any and all interests held by PGE in this Agreement and in the System is subject to a first priority lien of the Indenture of Mortgage and Deed of Trust dated July 1, 1945 between Portland General Electric Company and HSBC Bank USA, National Association (a successor to the Marine Midland Trust Company of New York), as amended from time to time.

9.15 Amendments to Agreement. This Agreement shall not be amended, modified or supplemented without the written agreement of Licensee and ODOT at the time of such amendment, modification or supplement.

9.16 Waivers. No waiver of any provision of this Agreement shall be effective unless set forth in writing signed by the Party making such waiver, and any such waiver shall be effective only to the extent it is set forth in such writing. Failure by a Party to insist upon full and prompt performance of any provision of this Agreement, or to take action in the event of any breach of any such provisions or upon the occurrence of any Licensee Default or ODOT Default, as applicable, shall not constitute a waiver of any rights of such Party, and, subject to the notice requirements of this Agreement, such Party may at any time after such failure exercise all rights and remedies available under this Agreement with respect to such Licensee Default or ODOT Default. Receipt by a Party of any instrument or document shall not constitute or be deemed to be an approval of such instrument or document.

9.17 Partial Invalidity. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of Applicable Laws and Requirements, Licensee and ODOT shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Agreement (and in the event that Licensee and ODOT cannot agree then such provisions shall be severed from this Agreement) and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected by such adjustment and shall remain in full force and effect.

9.18 Governing Law; Jurisdiction; Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. ODOT and Licensee irrevocably agree that any action, suit or proceeding by or between Licensee and ODOT may be brought only in the Marion County Circuit Court of the State of Oregon and waive any objection that ODOT and Licensee may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, *forum non conveniens* or on any

other ground. ODOT and Licensee hereby agree that service of process in any action, suit or proceeding may be effected by mailing copies thereof by registered or certified mail, postage prepaid, to it at its address set forth herein. Nothing in this Agreement shall affect the right to service of process in any other manner permitted by law. ODOT and Licensee further agree that final judgment against it in any action or proceeding shall be conclusive and may be enforced in any other jurisdiction within or outside the State of Oregon by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and the amount of such judgment.

9.19 No Third Party Rights. Except for the rights specifically granted under Section 5.3.1.1, Section 5.3.1.2, Section 5.3.2, Section 5.3.5, Section 9.13.2 and Section 9.14, this Agreement is only for the benefit of the Parties to this Agreement, their successors and permitted assigns, and Persons expressly benefited by the indemnity provisions of this Agreement. No other Person (including, without limitation, tenants, invitees, or other licensees of the Site) shall be entitled to rely on any matter set forth in, or shall have any rights on account of the performance or non-performance by any Party of its obligations under, this Agreement.

9.20 Treatment of Liquidated Amounts. The Parties acknowledge and agree that any amounts payable by one Party to the other as a result of the payor's default shall constitute liquidated damages and not penalties. The Parties further acknowledge that in each case (a) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (b) the amounts specified hereunder bear a reasonable proportion and are not plainly or grossly disproportionate to the probable loss likely to be incurred by ODOT or Licensee as the case may be and (c) the Parties are sophisticated business parties, have been represented by sophisticated and able legal and financial counsel, and negotiated this Agreement at arm's length.

9.21 Further Actions. Each of ODOT and Licensee, if requested by the other Party, will take such actions or execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof, including but not limited to an application for ODOE Business Energy Tax Credit, or an application for other incentives from Energy Trust of Oregon.

9.22 Setoff. Except as otherwise set forth herein, each Party reserves to itself all rights, setoffs, counterclaims and other remedies and defenses to which it is or may be entitled, arising from or out of this Agreement or arising out of any other contractual arrangements between the Parties. All outstanding obligations to make, and rights to receive, payment under this Agreement may be offset against each other.

9.23 Proprietary Information. Any information deemed proprietary in nature should be clearly marked by Licensee as "proprietary," "trade secret," or a phrase to similar effect. Failure to designate proprietary or trade secret information will subject Licensee's information to full disclosure and public inspection. Notwithstanding the designation of information as proprietary or trade secret, the disclosure of ODOT's records will be governed by the standards mentioned in Section 9.2.4.

9.24 Authority.

9.24.1. Licensee Representations. Licensee hereby represents and warrants that:

9.24.1.1 It is a corporation duly organized, validly existing and in good standing under the laws of the State of Oregon and has all requisite corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;

9.24.1.2 The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate action;

9.24.1.3 This Agreement is a legal, valid and binding obligation of Licensee enforceable against Licensee in accordance with its terms, except as such enforcement may be limited by bankruptcy, reorganization, insolvency, or other law affecting creditors' rights generally and the general principles of equity;

9.24.1.4 To the best knowledge of Licensee, as of the date of execution hereof, other than the Permit, no approval of a Governmental Authority (other than any approvals that have been previously obtained or disclosed in writing to ODOT) is required in connection with the due authorization, execution and delivery of this Agreement by Licensee or the performance by Licensee of its obligations hereunder that Licensee has reason to believe it will be unable to obtain in due course on or before the date required for Licensee to perform such obligations; and

9.24.1.5 Neither the execution and delivery of this Agreement by Licensee nor compliance by Licensee with any of the terms and provisions hereof (i) conflicts with, breaches or contravenes the provisions of the articles of incorporation or bylaws of Licensee or any contractual obligation of Licensee or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any material contractual obligation of Licensee.

9.24.2. ODOT Representations. ODOT hereby represents and warrants that:

9.24.2.1 It is a legally and regularly created, established, organized and existing governmental department of the State of Oregon, duly existing under the laws of the State of Oregon and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;

9.24.2.2 The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action;

9.24.2.3 This Agreement is a legal, valid and binding obligation of ODOT enforceable against ODOT in accordance with its terms, except as such enforcement may be limited by bankruptcy, reorganization, insolvency, or other law affecting creditors' rights generally and the general principles of equity;

9.24.2.4 To the best knowledge of ODOT, as of the date of execution hereof, other than the Permit, no approval by a Governmental Authority (other than any approvals which have been previously obtained or disclosed in writing to Licensee) is required in connection with the due authorization, execution and delivery of this Agreement by ODOT or the performance by ODOT of its obligations hereunder that ODOT has reason to believe that it will be unable to obtain in due course; and

9.24.2.5 Neither the execution and delivery of this Agreement by ODOT nor compliance by ODOT with any of the terms and provisions of this Agreement (i) conflicts with, breaches or contravenes any contractual obligation of ODOT, or (ii) results in a condition or event that constitutes (or that, upon notice or lapse of time or both, would constitute) an event of default under any contractual obligation of ODOT.

9.25 Consent and Approvals. Except as otherwise specifically provided herein to the contrary, in each instance where consent or approval of a Party is required, such consent or approval shall not be unreasonably withheld, conditioned, or delayed. Any approvals required under this Agreement must be in writing, signed by the Party whose approval is being sought.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, ODOT and Licensee have executed this Agreement as of the Effective Date.

STATE OF OREGON by and through its

DEPARTMENT OF TRANSPORTATION ("ODOT")

Address: **3930 Fairview Industrial Dr. SE**
Salem, OR 97302

Attn: **Allison M Hamilton**

Telephone: **(503) 986-4284**

Fax: **(503) 986-3679**

By: _____
James M. Whitty, Manager, Office of Innovative Partnerships and Alternative Funding

Date: July 29, 2011

Approved for Legal Sufficiency

By: _____
Theodore C. Falk
Senior Assistant Attorney General
Business Transactions Section
General Counsel Division
Oregon Department of Justice

Date: 7/22/11

Portland General Electric Company ("LICENSEE")

Address: **121 SW Salmon Street, 3 WTC 0407**

Portland, OR 97204

Attention: **Carol Dillin**

Title: **Vice President**

Telephone: **(503) 464-8536**

Fax: **(503) 454-2222**

By: Carol Dillin

Carol Dillin, Vice President

Date: 7/29/2011

Solar Site License Agreement

Exhibits

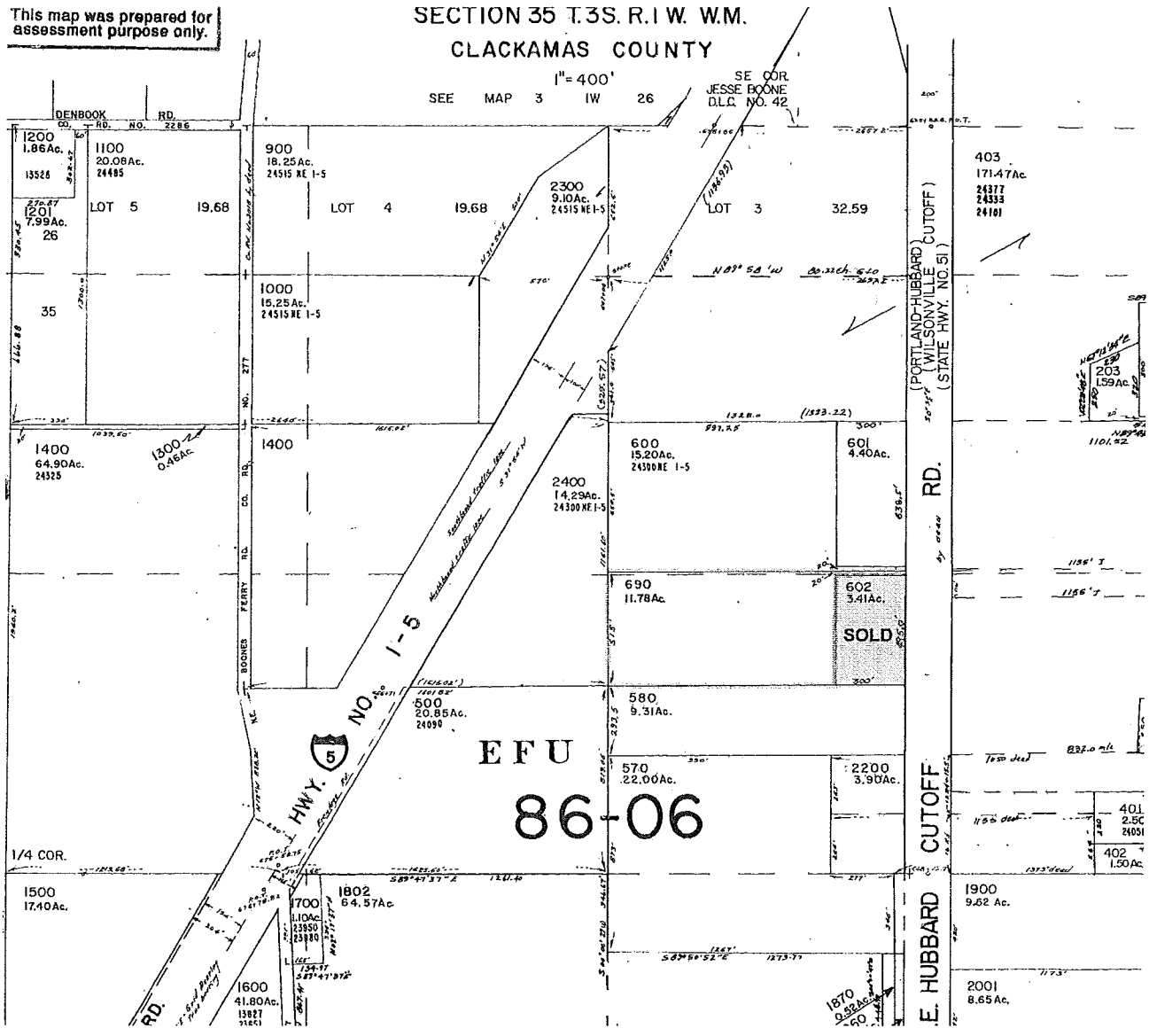
Exhibit A:	Site Location and Licensed Area Map and Description
Exhibit B:	Environmental Attribute Allocation
Exhibit C:	Description of System
Exhibit D:	Applicable Procedures for the Site
Exhibit E:	System Communications, Metering and Interconnection
Exhibit F:	Permits and Initial Approval Procedures
Exhibit G:	System Installation Schedule
Exhibit H:	Form of Sublicense

Solar Site License Agreement Exhibit A

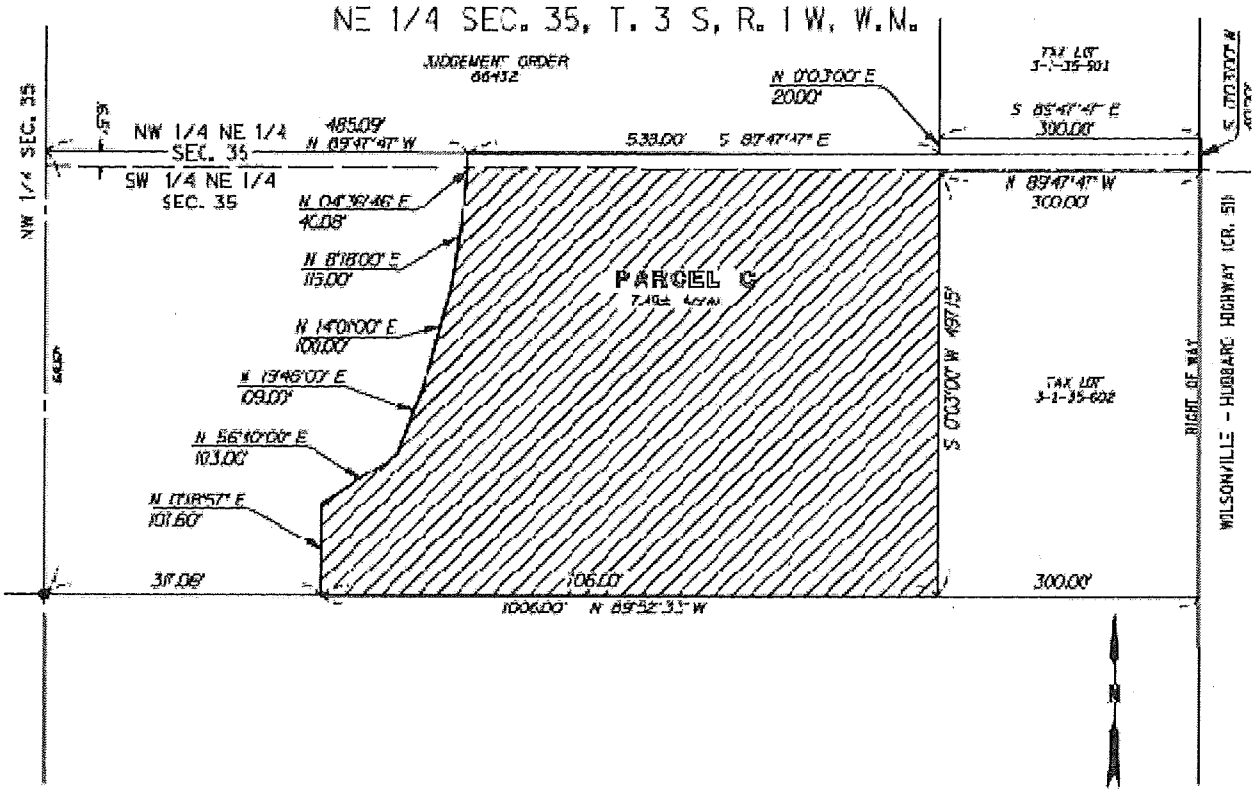
Licensed Area Location and Description

The Licensed Area within the northbound Baldock Safety Rest Area is in the northeast quarter of Section 35, Township 3 South, Range 1 West, Willamette Meridian, in unincorporated Clackamas County, Oregon.

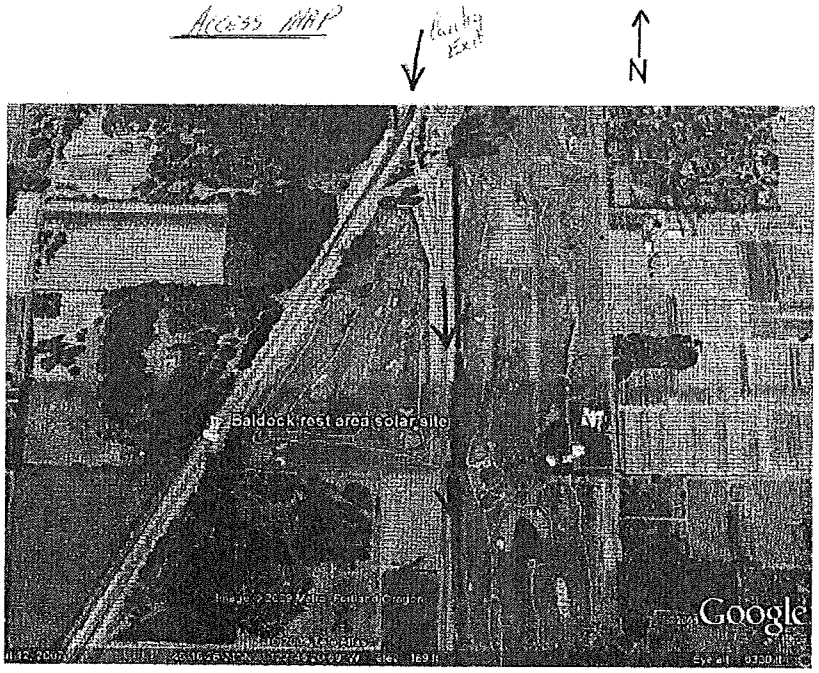
The Licensed Area is generally in the east half of the rectangular parcel outlined below, further located by coordinates 45°16'10"N, 122°46'18"W, and more specifically shown and described on following pages.



The licensed area under this Solar Site License Agreement is shown cross-hatched below, identified here as Parcel C.



Ingress and Egress will be accomplished over a gravel access road as shown below, via State Highway 51, also known as the Hubbard Cutoff Road. The Licensed Area is identified below with an "X."



X Project Site

Layout Drawing of Licensed Area and General Array Description

The 1.75 MW solar photovoltaic power generation system will be located on approximately 7.5 acres of property as indicated on the layout drawing below.

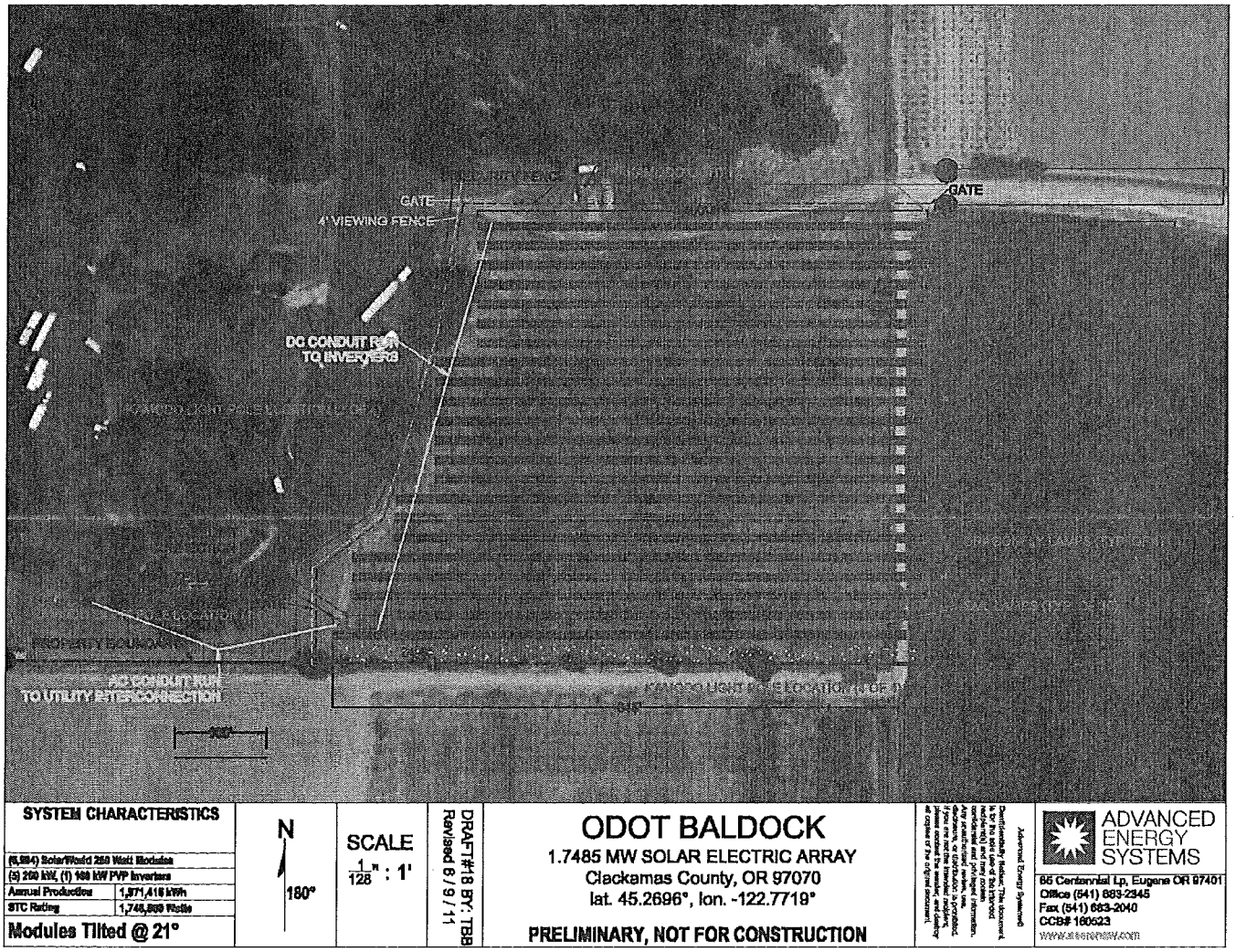
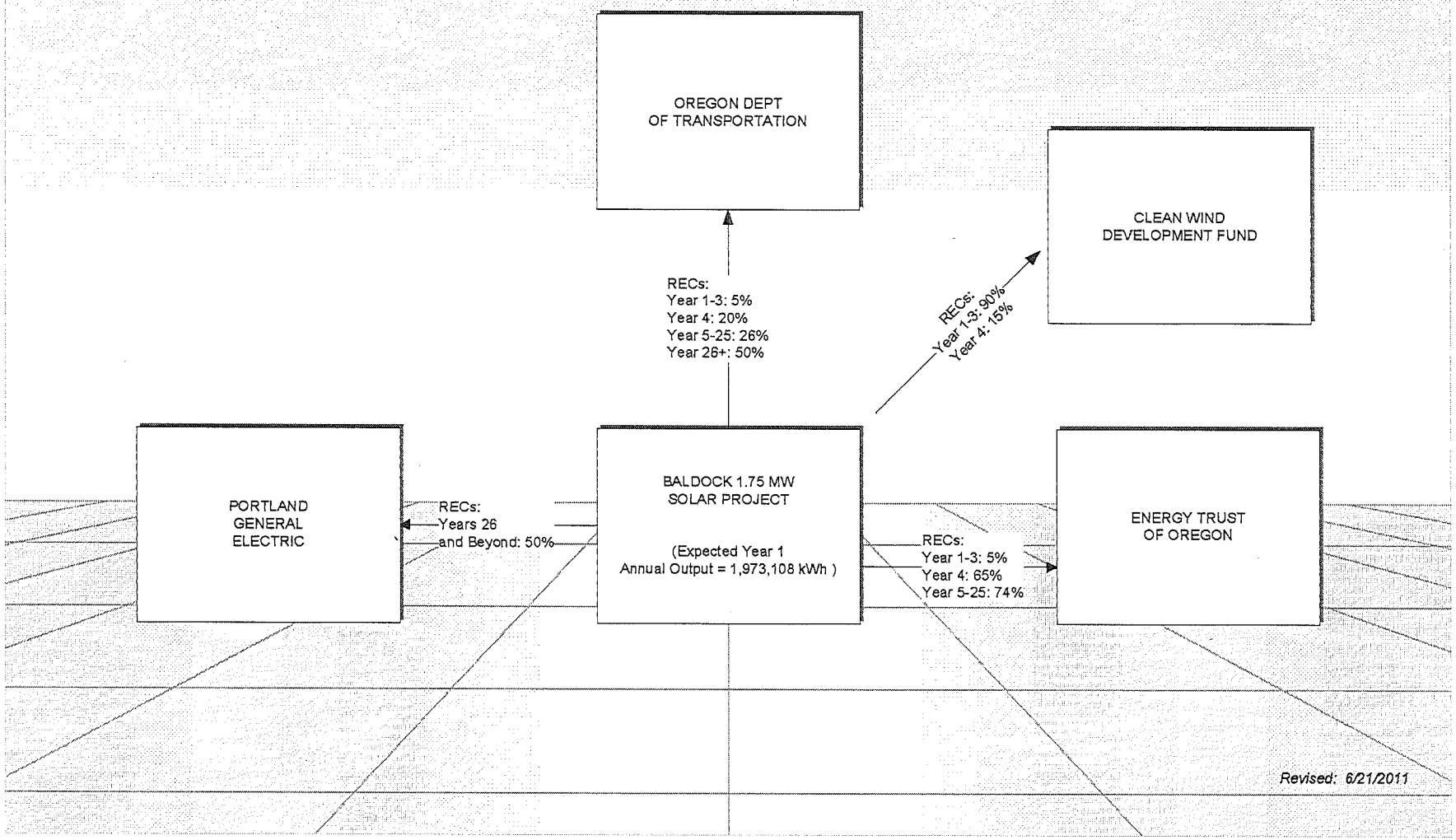


EXHIBIT B – Environmental Attribute Allocation

BALDOCK SOLAR HIGHWAY PROJECT

FLOW OF REC BENEFITS



Solar Site License Agreement Exhibit C

Description of System

A solar photovoltaic renewable energy resource generating facility with a capacity of 1,748,500 watts dc that will be located on ODOT property at the I-5 northbound Baldock rest area at 24300 NE I-5, Aurora, OR 97002.

Portland General Electric will develop the project and Banc of America Leasing & Capital, LLC ("BALC") will provide sale-leaseback financing with an early buy-out option for Portland General Electric. The project will include a line extension from the Canby Substation, Canby-Butteville Feeder to the ODOT property.

Portland General Electric will contract with Aadland Evans Constructors, Inc. for the engineering, design and construction of the System.

The System consists of the following:

1. Array: 6,994 SolarWorld 250-watt monocrystalline photovoltaic panels
2. Ram-driven posts and aluminum support structure
3. Five 260 kW and one 100 kW PVPowered inverters
4. Haticon aluminum racking system
5. Square D ION 7600 meter and meter base
6. Uninterrupted Power Supply (UPS) backup system and communications system, including router and switch located in the communications cabinet
7. System main circuit breaker panel
8. Interconnecting wiring and conduits between array, inverters, meter base, and system main circuit breaker panel.
9. Security lighting and camera system, security fencing for the Array.
10. 480V Transformer
11. Power conduit for Line Extension on ODOT property
12. Conduit and low voltage wiring between PV System and main circuit breaker panel

Estimated Annual Production (kWh):

ADVANCED ENERGY SYSTEMS

8-Sep-10

ODOT Baldock 40 Year Production

SW 250 Modules

69,047,497 kWh

Degradation Rate: 0.70%

"PV Watts Factor" 1127.49

System Size 1750 kW

Input Data

"PVWATTS: Hourly PV Performance Data"
"City:","PORTLAND"
"State:","Oregon"
"Lat (deg N):", 45.60
"Long (deg W):", 122.60
"Elev (m): ", 12
"Array Type:", "Fixed Tilt"
"Array Tilt (deg):", 21.0
"Array Azimuth (deg):", 180.0
"DC Rating (kW):", 1750.0
"DC to AC Derate Factor:", 0.845
"AC Rating (kW):", 1449.2

Year	kWh
1	1973107.50
2	1959295.75
3	1945580.68
4	1931961.61
5	1918437.88
6	1905008.82
7	1891673.75
8	1878432.04
9	1865283.01
10	1852226.03
11	1839260.45
12	1826385.63
13	1813600.93
14	1800905.72
15	1788299.38
16	1775781.29
17	1763350.82
18	1751007.36
19	1738750.31
20	1726579.06
21	1714493.00
22	1702491.55
23	1690574.11
24	1678740.09
25	1666988.91
26	1655319.99
27	1643732.75
28	1632226.62
29	1620801.03
30	1609455.43
31	1598189.24
32	1587001.91
33	1575892.90
34	1564861.65
35	1553907.62

Solar Site License Agreement Exhibit D

Applicable Procedures for the Site

Applicable Manuals with links:

During Period of Construction:

- ODOT Construction Manual www.oregon.gov/ODOT/HWY/CONSTRUCTION/CM.shtml

- Erosion Control Manual
  ftp://ftp.odot.state.or.us/techserv/Geo-Environmental/Environmental/Procedural%20Manuals/Erosion%20Control%20Manual/

- 2006 Erosion Control Field Manual
  ftp://ftp.odot.state.or.us/techserv/Geo-Environmental/Environmental/Procedural%20Manuals/Erosion%20Control%20Manual/ODOT%20Erosion%20Control%20Field%20Manual%202006.pdf

- Oregon Temporary Traffic Control Handbook www.oregon.gov/ODOT/HWY/TRAFFIC-ROADWAY/docs/pdf/OTTCH_06.pdf

- 2008 Oregon Standard Specifications for Construction and Supplemental Standards for Construction
  www.oregon.gov/ODOT/HWY/SPECS/standard_specifications.shtml#2008_Standard_Specifications

During Period of Site License Agreement

- Oregon Temporary Traffic Control Handbook www.oregon.gov/ODOT/HWY/TRAFFIC-ROADWAY/docs/pdf/OTTCH_06.pdf

Solar Site License Agreement Exhibit E

System Communications, Metering and Interconnection

Communications:

1. Fiber optic build will connect to a transceiver in the PGE Communications cabinet to the designated meet-me-pole location.

2. Two T-1 lines will be added (or two leased DS1 services with individual line rates of 1.544Mbps) to support various SCADA, security, video and data functions.

3. This service would be provided by Century Link Telephone Company and terminate at PGE's closest facility TCC.

4. PGE and Century Link will determine a meet-me-location (i.e., Pole) so both entities can establish a demarcation for optical to electrical transitioning and vice-versa. Communication medium will include a fiber optic build from the communication panel to this meet-me-pole/location.

5. At the solar site, PGE Communication Services would integrate a 24-channel multiplexing device with ancillary equipment to provide add/drop functionality for the individual DS0 circuits as required.

6. Site video surveillance cameras will be directly connected to PGE.

7. Security fencing system will be directly connected to PGE.

8. Weather station data communications will be connected to PGE.

Metering:

The Array will be metered by PGE Communication Services with data collected by the ION Meter described in Exhibit C.

Interconnection:

The point of Interconnection will be the point of common coupling where power from the PGE's transformer will be connected to PGE's owned main breaker panel.

Solar Site License Agreement Exhibit F

Permits and Initial Approval Procedures

Action	*ODOT Lead*
System Plans and Specifications: Submit two (2) copies of proposed and any revised Site and System plans and specifications, including Highway 51 access road improvements adjacent to the Licensed Area. Such plans shall be reviewed and approved by ODOT in advance of construction or maintenance.	Project Manager (1 copy) *Cc: District Permitting Office (1 copy)*
Utility Permit: Secure Application and Permit to Occupy or Perform Operations upon a State Highway.	District Permitting Office *Cc: Project Manager* *Note: FHWA Review*
Administrative Rules: Submit letter acknowledging receipt and review of Oregon Administrative Rules (Chapter 734, Division 55) as the governing provisions of this permit or agreement	District Permitting Office *Cc: Project Manager*
Traffic Control Plan: Submit three (3) copies of a detailed traffic control plan for each phase of the work, showing signs and cones. Plans shall be reviewed and approved by ODOT in advance of construction or maintenance.	District Permitting Office *Cc: Project Manager – 2 copies* *Note: FHWA Review*
Permits and Licenses: Submit letter certifying that all permits and licenses required to be obtained under applicable laws and requirements in connection with the construction and operation of the System have been obtained and are in full force and effect and enclose copies of the permits and licenses.	Project Manager *Cc: District Permitting Office*
Certificates of Insurance: Submit certificates of insurance evidencing coverages as required or evidence of appropriate levels of self insurance coverage satisfactory to ODOT.	Project Manager *Cc: District Permitting Office*
Precedent Conditions: Submit a letter stating by precedent condition whether that condition has been fulfilled or waived.	Project Manager
***Notice to Proceed:* Issued by Project Manager**	
Notice of Acceptance Testing: Notify ODOT not less than three (3) days prior to the anticipated date of System Acceptance Testing.	Project Manager
Permission to Operate Notice: Per 4.2.2.2, following acceptance testing, submit a letter to ODOT certifying that the System is capable of generating RECs and the System has been approved for interconnected operation by the local electric utility.	Project Manager

Action	ODOT Lead
Emergency Contacts and Procedures: Submit written emergency contact information and procedures and provide licensed site access keys (prior to commercial operation).	Project Manager *Cc: Region Electrical Manager* *Cc: District Permitting Office*
Commercial Operation: Submit letter certifying that System has been placed in service.	Project Manager
Emergency Training: Provide training to ODOT's personnel to respond in case of emergencies involving the System that threatens highway safety, property damage or bodily injury (within 60 days of Commercial Operation).	Project Manager *Cc: Region Electrical Manager* *Cc: District Permitting Office*
As-Built Drawings, Manuals and Warranties: Submit two (2) sets of the as-built construction drawings, installation work manuals, operation, maintenance, and parts manuals, and equipment and System warranties, including completion of any revision. This includes copies of any manuals specifically describing scheduled maintenance requirements, troubleshooting, and safety precautions specific to the supplied equipment, operations in emergency conditions and any other pertinent information for ODOT personnel.	Project Manager *Cc: District Permitting Office*
Notice of Final Completion. Licensee shall deliver to ODOT a Notice of Final Completion within ten (10) days after Licensee has met all the requirements set out in such notice and has provided to ODOT copies of the as built construction drawings, Installation Work manuals, O&M Work manuals, and equipment and System warranties.	Project Manager *Cc: Region Electrical Manager* *Cc: District Permitting Office*

Solar Site License Agreement Exhibit G

System Installation Schedule

Aadland Evans constructors, inc.

PROJECT: Baldock Solar

BY: RLP/AS Date: 07-13-11 rev2

Preliminary Schedule

		July 2011					August 2011				September 2011				October 2011					November 2011				December 2011					January 2012				
		w/e 7/2	w/e 7/9	w/e 7/16	w/e 7/23	w/e 7/30	w/e 8/6	w/e 8/13	w/e 8/20	w/e 8/27	w/e 9/3	w/e 9/10	w/e 9/17	w/e 9/24	w/e 10/1	w/e 10/8	w/e 10/15	w/e 10/22	w/e 10/29	w/e 11/5	w/e 11/12	w/e 11/19	w/e 11/26	w/e 12/3	w/e 12/10	w/e 12/17	w/e 12/24	w/e 12/31	w/e 1/7	w/e 1/14	w/e 1/21	w/e 1/28	w/e 2/4
		wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk	wk
	Week	1	2	3	4	5	1	2	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	5	1	2	3	4	1
CRITICAL ITEMS	**Control of Item**		H									H											H					H	H				
#1. Final Alignment - Electrical to site (line extension)																																	
One-line diagram	PGE																																
#2. SSL - Agreement	ODOT																																
#3. EPC - Agreement	PGE/AECI																																
CU Permit Application / Easement	ODOT																																
Final Design Work Order to AECI/AES/MLG	PGE																																
Procurement of SAPA Racking System (8wk lead min)	AES/AECI																																
Procurement of Solar Panels	PGE																																
Procurement of Power Inverters	PGE																																
Procurement of Electrical Work (union)	PGE/(AES/AECI)																																
Procurement of PHC light fixtures	PGE																																
CONSTRUCTION PHASE	**Company Name**																																
Issue Notice To Proceed	**PGE: July 29, 2011**					7/29																											
Utility Accomodations Permit	PGE					x																											
Mobilization/Site Survey Staking	AECI						x	x																									
Installation of Erosion Control	AECI							x	x																								
Install Drainage System - Existing to Site	AECI								x	x																							
Grading - Exc. To waste & New Fill (Spoils area)	AECI									x	x																						
Site clear & Grub	AECI									x	x																						
Realign Access to Existing Dump Area	AECI										x																						
Realign Existing ODOT's Access Road - N. Side of Site	AECI										x																						
Grading - Cut to fill (Design profile)	AECI										x	x	x																				
Install Security Fence	AECI											x	x	x	x																		
Install Panel Foundations	AES											x	x	x	x	x	x	x															
Install Panel Frames	AES													x	x	x	x	x	x	x	x	x	x										
Install Solar Panels	AES															x	x	x	x	x	x	x	x	x	x								
Onsite Electrical	AES																		x	x	x	x	x	x	x	x	x	x	x				
Site Seeding	AECI																	x												x	x	x	
System Connection and Testing	PGE/AES/AECI																														x	x	
Site Restoration	AECI																															x	
SUBSTANTIAL COMPLETION (6 months from actual NTP)	**Date: Jan 29, 2012**																																
Demobilization (Punchlist of items & Winter Shutdown)	Date: Jan 29, 2012																																
Final Completion (post-winter hydroseeding)	Date: May 15, 2012																																

COMMENTS

KEY:

x = ACTIVE WORK

H = HOLIDAY IN THIS WEEK

ODOT Issues Notice to Proceed	On or before August 1, 2011
Licensee and ODOT mutually agree to a communications plan	On or before August 15, 2011
System Acceptance Testing	Expected during or before the week of January 21, 2012
Licensee issues a Permission to Operate Notice and provides a copy to ODOT	Expected on or before January 30 , 2012
Commercial Operation Date	Expected on or before April 30, 2012
Notice of Final Completion	Expected on or before June 30, 2012

Solar Site License Agreement Exhibit H

Form of Sublicense

SUBLICENSE

This Sublicense (this "Sublicense") is entered into as of the _____ day of _____ ____, 20___ (the "**Effective Date**"), by and between BANC OF AMERICA LEASING & CAPITAL, LLC, a _____ ("**BALC**"), and PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("**PGE**"). BALC and PGE are sometimes referred to individually as a "Party" or collectively as the "Parties".

RECITALS

A. BALC, as licensee by assignment, and Oregon Department of Transportation ("**ODOT**"), as licensor, are parties to that certain Solar Site License Agreement dated as of _____, 2011 (the "**License Agreement**") a memorandum of which was recorded in the official records of Clackamas County on _____ as Document Number _____, wherein ODOT granted to BALC the right to access, occupy and use certain premises in Clackamas County, Oregon as more particularly described in the License Agreement (the "**Licensed Area**"), for the installation, maintenance and operation of a ground-mounted solar photovoltaic system for the production and transmission of solar generated energy, as more particularly described in the License Agreement (the "**System**").

B. Section 9.13.2.2 of the License Agreement provides to BALC the right, without the need for consent from ODOT, to grant a sublicense to PGE.

C. BALC and PGE are parties to that certain Master Lease Agreement Number 038120 dated as of _____, 2011 and Schedule 001 dated as of _____, 2011 (together the "**Lease**") wherein BALC has granted PGE the right to use, maintain, operate and lease the System from BALC.

D. BALC desires to sublicense to PGE, and PGE desires to sublicense from BALC the Licensed Area to maintain and operate the System on the terms and conditions set forth in this Sublicense.

E. Capitalized terms used, but not otherwise defined herein, shall have the meanings set forth in the License Agreement.

AGREEMENT

NOW THEREFORE, for Ten Dollars ($10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BALC and PGE hereby incorporate the Recitals set forth above and agree as follows:

1. Sublicense of Licensed Area.

1.1. Grant of Sublicense; Use. Subject to the terms of the License Agreement, BALC sublicenses the Licensed Area to PGE and PGE sublicenses the Licensed Area from BALC, upon the terms and conditions set forth in this Sublicense. PGE shall have the right to use the Licensed Area solely for the Permitted Use.

1.2. Sublicense Subject to License Agreement and Compliance with Obligations. PGE agrees to take this Sublicense subject to the terms of the License Agreement and comply with all of the obligations of the Licensee under the License Agreement as if PGE were the Licensee under the License Agreement. PGE agrees to observe and use the Licensed Area within the restrictions provided by the License Agreement and to comply with all provisions of the License Agreement with respect to the Licensed Area and PGE's operations thereon and use thereof as if PGE were the Licensee under the License Agreement. PGE agrees not to use or allow the use of the Licensed Area in a manner that would constitute a breach of the License Agreement or otherwise cause or permit any breach of the License Agreement. PGE expressly acknowledges that in the event of any discrepancy between the terms and conditions of this Sublicense and those of the License Agreement, the provision that imposes the stricter limitation or requirement on PGE shall prevail unless such would constitute a default under the License Agreement.

1.3. Payments. All payments required to be paid by Licensee under the License Agreement during the term of this Sublicense shall be the obligation of PGE, including Removal Costs, if any. In addition, PGE shall pay as and when due all costs and expenses related to the System and PGE's use and occupancy of the Licensed Area, except for the costs and expenses for which ODOT is obligated under the License Agreement, and hold BALC harmless therefrom.

1.4. Ownership of the System. PGE shall have no ownership or other interest in the System installed on the Licensed Area except as set forth in the Lease. The manner of operation of the System, including but not limited to decisions on when to conduct maintenance, is within the discretion of PGE, subject to the requirements of Applicable Laws and Regulations, the Lease and the License Agreement.

2. Term of Sublicense.

2.1 **Sublicense Term**. This Sublicense shall be effective and the term of this Sublicense (the "**Sublicense Term**") shall commence on the Effective Date hereof and shall expire seven (7) years after the Effective Date (the "**Sublicense Expiration Date**"), unless extended or earlier terminated in accordance with the terms hereof or extended by mutual agreement of the Parties.

2.2 **Termination of License Agreement**. If the License Agreement terminates, this Sublicense shall terminate and PGE shall comply with the terms of the License Agreement and Section 4.2 herein; provided, however, that if the License Agreement terminates as a result of a default or breach by BALC or PGE under this Sublicense and/or the License Agreement, then the defaulting party shall be liable to the non-defaulting party for the actual damages suffered as a result of such termination.

2.3 **Extension or Termination of Lease**. Notwithstanding Section 2.1, (a) if the Lease is renewed for one (1) additional year then the term of this Sublicense shall continue for one (1) additional year; and (b) if the Lease is cancelled, terminated or expires this Sublicense shall terminate as of the date of such cancellation, termination or expiration.

2.4 **Purchase Option**. In the event PGE exercises its right to purchase the System under the Lease and BALC sells the System as provided in the Lease, BALC shall also assign the License to PGE effective as of the date of such sale. Notwithstanding Section 2.1, on the effective date of such sale and assignment, this Sublicense shall terminate.

3. **Miscellaneous Obligations of PGE**.

3.1 **Requirements of Governmental Agencies**. PGE, at its expense, shall comply in all material respects with all Applicable Laws and Regulations as set forth in the License with respect to its activities on the Licensed Area pursuant to this Sublicense.

3.2 **Liens**. PGE shall pay as due all claims for work done on or for services rendered or material furnished to the Licensed Area by, through or under PGE and persons claiming through or under PGE, and shall keep the Licensed Area free from any liens other than liens created by, through or under and by persons claiming through or under ODOT or BALC. If any such lien attaches and PGE fails to pay such claim, bond around or discharge the lien within twenty (20) days after notice thereof, BALC may do so and collect such amount from PGE. Such payment by BALC shall not constitute a waiver of any right or remedy BALC may have because of PGE's default.

3.3 **Indemnification of BALC**. PGE shall indemnify, reimburse, hold harmless, and defend BALC and its members, directors, officers, employees, agents and affiliates, and each of them, for, from and against any claim, loss, lien, fine, expense (including reasonable attorneys' fees), damage, suit, action or other liability or adverse effect of any description arising out of or related to: (a) any action or inaction of PGE or its employees, agents, invitees, or other persons claiming through or under PGE pursuant to this Sublicense; (b) any use, improvements or operations of PGE or persons claiming through or under PGE on or about the Licensed Area; (c) any condition of the Licensed Area which is the responsibility of

PGE under this Sublicense; or (d) any breach of the License Agreement arising out of or related to the existence of this Sublicense or any breach by PGE of this Sublicense except to the extent arising out of BALC's gross negligence or intentional misconduct. This provision shall survive any termination, rescission or expiration of this Sublicense.

3.4 **BALC's Liability**. BALC shall have no liability to PGE for acts of other tenants or occupants who may be occupying adjacent property or acts of any third party. BALC shall have no liability to PGE for any condition of or defect in the Licensed Area, or for any interruption or failure in the supply of utilities or services or access or other appurtenances to the Licensed Area or any other reason except to the extent arising out of BALC's gross negligence or intentional misconduct. BALC shall not be liable for any failure in the performance or observance by ODOT of its other obligations under the License Agreement, and no such failure shall be imputed to or accrue to the detriment of BALC, but BALC will cooperate in good faith with PGE at no out of pocket expense or risk to BALC on request of PGE in pursuing rights under the License Agreement upon ODOT's failure.

3.5 **Taxes**. PGE shall pay any real property taxes and other taxes (including transfer taxes) imposed on PGE in connection with this Sublicense, or, subject to the Lease, imposed on BALC. Payment shall be made to BALC under the terms of the License Agreement to the extent that such is not separately assessed to PGE; otherwise such taxes shall be paid directly by PGE to the taxing authorities as and when due; provided however, PGE shall have no obligation to pay any such taxes so long as such taxes are being contested in good faith and by appropriate proceedings.

4. **Default and Termination**.

4.1 **Default**. The following shall be events of default by PGE:

4.1.1 **Unauthorized Transfer**. PGE makes any Transfer without the prior written consent of BALC and, if required by the License Agreement, ODOT.

4.1.2 **Breach of License Agreement**. Any breach by PGE of any provision of the License Agreement that PGE fails to cure within the applicable cure period provided in the License Agreement.

4.1.3 **Default in Other Covenants**. PGE fails to comply with any other term or condition or fulfill any other obligation of this Sublicense not covered by Sections 4.1.1 or 4.1.2 within thirty (30) days after written notice by BALC specifying the nature of the default with reasonable particularity (provided that if such failure is of such a nature that it cannot be remedied fully within the 30-day period, this requirement will be satisfied if PGE promptly begins correction of the failure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable but in no event later than one hundred twenty (120) days after such notice; unless the License Agreement or applicable law requires a different period, in which event such different period will govern.

4.1.4 **Remedies on Default**. Upon default, BALC, with respect to this

Sublicense, may exercise any one or more of the remedies allowed ODOT under the License Agreement for a default thereunder, or any other remedy available under applicable law. Without prejudice to any other remedy for default, BALC may, but shall not be required to, perform any obligation or make any payment required to cure a default by PGE. The cost of performance, including reasonable attorneys' fees and all disbursements, shall promptly be repaid by PGE upon demand, together with interest from the date of expenditure until fully paid at the rate equal to the higher of ten percent (10%) per annum or the default rate provided in the License Agreement, but not in any event at a rate greater than the maximum rate of interest permitted by law.

4.2 **Termination**. Except for a termination under Sections 2.4 or 5 of this Sublicense, upon termination of this Sublicense, PGE shall, upon written request by BALC, execute and record a quitclaim deed to BALC (or at BALC's written direction, ODOT) of all of PGE's rights in and to the Licensed Area. In the event of termination under Section 2.2 of this Sublicense, PGE shall remove the System from the Licensed Area as may be required by the Lease or the License Agreement.

5. **BALC Default and Remedies Upon BALC's Default**. BALC shall not be in default under this Sublicense unless: (i) BALC shall have failed to perform any of BALC's covenants under this Sublicense and such failure shall have continued for a period of sixty (60) days after written notice from PGE (or if such default is not reasonably capable of being cured within sixty (60) days, if BALC has not commenced to cure the same within said 60-day period and/or has not diligently prosecuted the same to completion within one hundred eighty (180) days); or (ii) BALC causes a default of the License Agreement unrelated to any action or omission of PGE that is not cured within the period allowed by the License Agreement. If BALC shall be in default after the expiration of the applicable cure period set forth above, then PGE shall be entitled to exercise concurrently or successively any one or more of the following rights, in addition to all other remedies provided in this Sublicense or available at law or in equity: (i) to bring suit for the collection of any amounts for which BALC may be in default, or for the specific performance of any other covenant or agreement of BALC, without terminating this Sublicense; and/or (ii) to terminate this Sublicense upon sixty (60) days' written notice to BALC, without waiving PGE's rights to damages for BALC's failure to perform its obligations hereunder. Notwithstanding the foregoing, in the event BALC is in breach or default under the License Agreement, PGE may, but shall not be obligated to, exercise the rights provided to BALC in the License Agreement with respect to curing or causing such breach or default to be cured. Upon PGE's written demand therefor, BALC shall reimburse PGE for all costs and expenses (including, without limitation, reasonable attorneys' fees) reasonably incurred by PGE in curing such default, subject to the limitations on liability contained in this Sublicense. In no event shall PGE have any obligation to cure any such default.

6. **Assignment**. Except to the extent that such a transfer is permitted by the License Agreement without the consent of ODOT and except for the lien of the Mortgage Indenture described in Section 9.14 of the License Agreement, PGE may not assign, mortgage, sublease, pledge, license or transfer (each, a "**Transfer**") all or any portion of this Sublicense or its rights under this Sublicense with respect to all or any part of the Licensed Area without the prior written consent of BALC, and, if required by the License Agreement, the prior written consent of

ODOT, which shall occur only after having obtained the consent of BALC. Notwithstanding any assignment or other transfer of PGE's interest under this Sublicense, PGE shall not be relieved of any liability under this Sublicense accruing prior to any such assignment or transfer until such liability is satisfied.

7. **Condemnation**. BALC shall have the right to terminate this Sublicense by written notice to PGE if BALC has exercised its right under the License Agreement to terminate the License Agreement upon any condemnation or conveyance in lieu thereof. Further, in the event of a condemnation or conveyance in lieu of condemnation of the Licensed Area or a material portion thereof that renders the remainder unsuitable for the use allowed PGE under this Sublicense, PGE shall have the right to terminate this Sublicense with respect to rights and obligations not then accrued by written notice to BALC not later than thirty (30) days after the extent of such taking is determined and made known to PGE and BALC in writing by the condemning authority or the condemning authority takes possession, whichever occurs first. The Parties shall share in any award as their interests may appear in the area and facilities condemned. In the event of a partial condemnation of the interests demised or granted hereunder, and neither BALC nor PGE terminates this Sublicense as provided herein this Sublicense shall continue as to the remaining Licensed Area.

8. **Third Party Beneficiaries**. This Sublicense shall not be construed to create any rights in any parties other than PGE and BALC and their respective successors and permitted assigns, except that, notwithstanding anything expressed or implied herein to the contrary, ODOT shall be an express third party beneficiary of PGE's obligations under this Sublicense and may enforce such obligations under this Sublicense on its own behalf. Both PGE and BALC acknowledge that ODOT will rely hereon and is an intended third party beneficiary of all obligations under this Sublicense and represent that this Sublicense is a valid and binding obligation, enforceable in accordance with its terms.

9. **Force Majeure**. If performance by PGE of this Sublicense or any obligation hereunder other than the payment of money is prevented or delayed by reason of an event falling within the definition of a Force Majeure Event, PGE, upon giving notice to BALC, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference to the extent consistent with the License and the Lease. PGE shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance as soon as such causes are removed.

10. **Notices**. All notices, payments and demands shall be sent to the parties hereto at the addresses herein recited or to such addresses as the parties may hereafter designate in writing:

BALC:

PGE:

c/o Portland General Electric Company
ATTN: Mark Osborn
TITLE: Smart Grid Manager
ADDRESS: 121 SW Salmon Street
3 WTC 0407
Portland, OR 97204
PHONE: (503) 464-8347
FAX: (503) 454-2284

With a copy to:
ATTN: General Counsel
ADDRESS: 121 SW Salmon Street
1 WTC 1715
Portland, OR 97204
PHONE: (503) 464-8860
FAX: (503) 464-2222

With an additional copy, which shall not constitute notice, to:

ATTN: Allison M Hamilton
TITLE: Oregon Solar Highway Program Manager
ADDRESS: Oregon Department of Transportation
3930 Fairview Industrial Dr. SE
Salem, OR 97302
PHONE: (503) 986-3732
FAX: (503) 986-3679

With an additional copy, which shall not constitute notice, to:

ATTN: Theodore C. (Ted) Falk
TITLE: Senior Assistant Attorney General
ADDRESS: Oregon Department of Justice, General Counsel
Business Transactions Section
1162 Court Street NE
Salem, OR 97301
PHONE: (503) 947-4510
FAX: (503) 378-3784

11. Warranty of Signers. Each individual executing and delivering this Sublicense on behalf of a Party hereby represents and warrants to the other Party on behalf of the Party for whom such individual purports to sign and in such individual's capacity for such party and not individually, that such individual has been duly authorized and empowered by such Party to make such authorization and delivery.

12. Integration and Binding Effect. This Sublicense constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations of the Parties with respect to the subject matter hereof. This Sublicense may not be modified, amended, supplemented or otherwise changed, except by a writing executed by all Parties. Except as otherwise expressly provided herein, this Sublicense shall bind and inure to the benefit of the Parties and their respective successors and assigns.

13. Further Assurances. Each Party shall each execute and deliver such additional instruments or other documents as the other Party may reasonably request to accomplish the purposes and intent of this Sublicense consistent with this Sublicense and the License Agreement; provided, however, that nothing in this Section shall be deemed to enlarge the obligations of the Parties hereunder or to require any Party to incur any material expense or liability not otherwise required of it hereunder.

14. Enforcement Costs. Should either Party institute any action or proceeding to enforce any provision of this Sublicense or for damages by reason of an alleged breach of any provision hereof, the prevailing Party shall be entitled to recover from the Party not prevailing all costs and expenses (including reasonable attorneys' fees) incurred by such prevailing Party in connection with such action or proceeding. A Party entitled to recover costs and expenses under this Section shall also be entitled to recover all costs and expenses (including reasonable attorneys' fees) incurred in the enforcement of any judgment or settlement obtained in such action or proceeding (and in any such judgment provision shall be made for the recovery of such post-judgment costs and expenses).

15. Recordation. Upon the execution of this Sublicense, the Parties shall simultaneously execute, and either party may thereafter record, a memorandum or short-form of this Sublicense in the county records where the Licensed Area is located.

16. **Governing Law**. This Sublicense shall be interpreted and construed in accordance with the laws of the State of Oregon, without regard to its conflict of law provisions. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Sublicense, they agree that any such dispute not involving ODOT shall be resolved in the federal or state court located in Multnomah County and that any such dispute involving ODOT shall be resolved in the state court located in Marion County, Oregon.

17. **Partial Invalidity**. Should any provision of this Sublicense be held, in a final and unappealable decision by a court of competent jurisdiction, to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

18. **No Partnership**. Nothing contained in this Sublicense shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, partnership, joint venture or any other association between BALC and PGE.

19. **No Merger**. The leasehold estate and the subleasehold estate in the Licensed Area shall remain distinct and separate estates and shall not merge, notwithstanding the acquisition of more than one such estate by BALC or PGE.

20. **Counterparts**. This Sublicense, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this instrument as of the date first written above.

BALC:

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

PGE:

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

STATE OF OREGON)

) ss.

COUNTY OF)

This instrument was acknowledged before me on _____, 2011, by _____ and _____, as authorized representatives on behalf of_____.

_____
Notary Public
Printed Name:_____
My commission expires:_____

STATE OF OREGON)

) ss.

COUNTY OF)

This instrument was acknowledged before me on _____, 2011, by _____ and _____, as authorized representatives on behalf of_____.

_____
Notary Public
Printed Name:_____
My commission expires:_____