JOINT FACILITIES AGREEMENT

THIS JOINT FACILITIES AGREEMENT (the "Agreement") is made and entered into as of June 30, 2008, by and among Broadweave Networks of Provo LLC, a Utah limited liability company ("Licensee"), and Provo City Corporation, a municipal corporation ("Licensor").

RECITALS

WHEREAS, Licensee and Licensor have entered into an Asset Purchase Agreement dated May 5, 2008 (the "Asset Purchase Agreement") pursuant to which Licensee has agreed to purchase ("Purchase Transaction") certain assets of Licensor including, without limitation, certain assets of and related to the Fiber-to-the-Premises communication network within the boundaries of Provo, Utah commonly known as iProvo (the "System")

WHEREAS, the purpose of this Agreement is to permit Licensee non-discriminatory, non-exclusive access to the available capacity of Licensor's Electric Facilities; and,

WHEREAS, in order to safeguard the reliability and integrity of its electric utility system; and,

WHEREAS, in order to ensure fair compensation for the use of Licensor's Electric Facilities through collection of fees and other charges; and,

WHEREAS, in order to ensure that Licensee complies with all policies, including the National Electrical Code, the National Electrical Safety Code and the Energy Department transmission and distribution standards; and,

WHEREAS, in order to support cost-effective, optimal use of public resources and economic development through increased competition in the delivery of telecommunications services; and,

WHEREAS, to avoid the congestion, inconvenience, cost, visual impacts, and other adverse effects on the Licensor's streets, highways and rights of ways which could result from the construction, operation and maintenance of redundant infrastructure;

NOW, THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

Article 1 Definitions

For the purpose of this Agreement, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"Attachment" means:

- (1) On a pole, each aerial cable, together with its associated messenger cable, guy wire, anchors and other appurtenant and incidental facilities,
- (2) In conduit, each linear foot of occupancy of a City-owned conduit or duct by each cable or other attachment,
- (3) Each antenna, transceiver, amplifier, repeater or other device or equipment of a Licensee that is supported by, affixed to, contained in, or placed on or in the City's Electric Facilities.

"Cable" means a wire rope or a bound or sheathed assembly of conductors, wires or fibers, including, without limitation, fiber optic cable, coaxial cable, and twisted pair copper cable. Each cable that is lashed to another cable or to a common messenger cable shall be considered an "overlash" or "overlashing" attachment.

"City" means the City of Provo, Utah, a municipal corporation.

"Co-location" means any of the following: an overlash of one or more cables owned by separate entities, an attachment at one point of one or more cables owned by separate entities, or one or more cables in a conduit, where the conduit is owned by a separate entity.

"Director" means the Director of the Provo City Energy Department or the Director's designee.

"Electric Facilities" means certain portions of the City's electric infrastructure including distribution poles, transmission poles and structures, ducts, transmission and distribution conduit, building entry conduit, utility tunnels, manholes, and vaults and appurtenant electric facilities. The term "Electric Facilities" does not include the City's electric generation facilities, buildings, smoke stacks, substations, radio towers, other radio equipment, fiber optic cable, fiber optic cable capacity or any other active communications capacity or appurtenant telecommunication facilities.

"Energy Department" means the Energy Department of the City of Provo, Utah. "Fees" means the License fee payable to the City, including illegal attachment fees, for the License granted to a Licensee. The schedule of Fees and Charges is attached as Exhibit "B".

"License" means the non-exclusive grant to Licensee more fully described in Exhibit "A" of this Joint Facilities Agreement to place, install, construct, replace, move, remove, keep, maintain, operate or use attachments on or in City-owned Electric Facilities under this Agreement or any permit or agreement granted by the City for placing, installing, constructing replacing, moving, removing, keeping, maintaining, or operating or using attachments on or in City-owned Electric Facilities. The grant of a License and its continuing validity is strictly conditioned on the Licensee using its attachments solely for lawful purposes. A License does not grant Licensee anything other than permission to use the City's Electric Facilities to the extent described in the License.

"Person" means an individual, association, corporation or other legal entity.

Article 1 License

1.1 As described under the terms of the Asset Purchase Agreement executed by the parties on May 5, 2008, Licensee acquired those certain Acquired Assets necessary for the operation of the Business as those terms are more particularly defined in the Asset Purchase Agreement. The license necessary for Licensee to exercise the rights granted to it under the Asset

Purchase Agreement is described in the attached Exhibit "A" which is hereby incorporated into this Joint Facilities Agreement by this reference.

- 1.2 The term of this Joint Facilities Agreement ("Term"), and the License granted hereunder, shall be the same term as described in the License Agreement, entered into by the parties on the same date herein, and attached to the Asset Purchase Agreement as Exhibit G.
- 1.3 For any license(s) for future attachments, Licensee shall make application in accordance with the application process of the Energy Department or, if this Agreement has been superseded by ordinance, any Joint Facilities Ordinance then in effect at the time of application.

Article 2 Electric Facilities

- 2.1 Licensor's grant of a License for the use of the City's Electric Facilities shall be governed by this Agreement, all applicable ordinances, and the specifications, construction guidelines, insurance and bonding requirements, permits, policies, rules and regulations established by the Energy Department governing use of the City's Electric Facilities attached as Exhibit "C".
- 2.2 Licensee acknowledges that the safe and reliable transmission and distribution of electricity to the Energy Department's customers shall have priority over all other competing uses of Electric Facilities and the License granted to Licensee shall be subject to this priority.
- 2.3 Any attachments located within the electric approach distance as defined by NESC regulations shall be treated as the equivalent of an energized circuit and work on such attachments shall be performed only by qualified personnel according to NESC code and as approved by the Energy Department. Attachments within the electric approach distance include electrical conduit and electrical equipment that has interduct and/or communication lines located in close proximity to electrical lines.
- 2.4 During the Term and any renewal or extension thereof, Licensor agrees to provide to Licensee up to one hundred (100) hours in any calendar year of repair, maintenance, and technical support to facilitate Licensee's use of electrical facilities. If, however, Licensee requires more than one hundred (100) hours in any calendar year, Licensor will provide repair, maintenance, and technical support at its normal and customary rates, and Licensee agrees to pay for any invoice for such services within 30 days of receipt of such invoice.
- 2.5 This Agreement is not intended to cover, nor shall it be construed to, permit or authorize the use of Energy Department's electric transmission and distribution lines, facilities or electric grid for transport of electricity for others under wheeling or other arrangements.
- 2.6 Some Electric Facilities are located on dedicated and/or prescriptive electric utility easements, which may by their terms, limit the use of the easement to the Energy Department for the transmission and distribution of electricity and may not authorize other uses such as telecommunications. Nothing in this Agreement shall be deemed to grant to Licensee any third party rights in such easements without the prior consent of the grantor of the easement or owner of the property or their successors. The City will cooperate with Licensee in securing the consent of the grantor of the easement or owner of the property or their successors. For all future attachments, all additional costs or expense to obtain the use of such dedicated and/or prescriptive easements by Licensee shall be borne solely by the Licensee. Before entering onto private property to access its attachments or other facilities, Licensee shall obtain the owner's consent.

- 2.7 The Electric Facilities shall always remain the property of the City and no payment made under this Agreement by Licensee shall create in Licensee any right, title, or interest in any Electric Facilities.
- 2.8 Nothing in this Agreement shall be deemed to require the Energy Department to replace, upgrade or alter existing Electric Facilities to create additional capacity for attachments.
- 2.9 Licensee shall not have the right to place any attachments on Electric Facilities except as authorized by the City hereunder. If one or more unauthorized attachments are discovered, and Licensee does not either undertake to remove the unauthorized attachment(s), or make application for such attachment(s) together with any applicable charges or penalties, the City may, but shall not be required to, remove the unauthorized attachment(s) from Electric Facilities without incurring any liability to Licensee and at Licensee's sole expense.

Article 3 Fees and Charges

- 3.1 All attachments are subject to an annual attachment fee. The schedule of fees is indicated on the attached Exhibit B. Licensee may pay the attachment fee (including future attachment fees) in the form of licenses granted under the License Agreement signed by the parties on June 30, 2008 and attached to the Asset Purchase Agreement as Exhibit G, not including illegal attachment fees.
- 3.2 Illegal attachments on city property, including unauthorized overlash or overlashing, are subject to an illegal attachment fee. The fee for each unauthorized attachment shall be assessed according to Energy Department policies and procedures attached as Exhibit C.
- 3.3 If the fees or usage charges described in the attached Exhibit B become subject to preemptive legislation or regulation by the State of Utah or the United States, charges payable to the City will not exceed the maximum lawful amount permitted under such federal or state law or regulation.
- 3.4 Licensee agrees that past due illegal attachment fees, and any costs of the City in enforcing the terms of License shall become a lien against the Licensee's attachments located within the City when those fees or costs are not timely paid and the lien on the Licensee's Attachments and other facilities shall remain in effect until such time as the past due fees are paid in full.

Article 4 Obligations of Licensee

- 4.1 Licensee agrees that its use of the City's Electric Facilities will comply with all applicable federal, state, and local laws, rules and regulations, Utah Department of Transportation regulations, City ordinances, regulations and policies, the requirements of the National Electrical Code, the National Electrical Safety Code, the Energy Department's specifications, construction guidelines, insurance and bonding requirements, permits, policies, rules, regulations, transmission and distribution standards, and all applicable industry standards.
- 4.2 If the Energy Department determines that Licensee's attachments impair the safety or structural integrity of Electric Facilities, the Energy Department may require Licensee, at Licensee's sole expense and risk, to change, alter, improve, move, remove or rearrange any of its attachments. The Energy Department may also require Licensee to move or rearrange its

attachments in order to maximize the usable available infrastructure and accommodate the attachments of a new or other licensee, provided that such movement or rearrangement of attachments will not materially impair the use or function of Licensee's system, and is subject to the agreement by the new or other licensee to compensate Licensee for its actual costs to move or rearrange attachments. If Licensee fails or refuses to comply with the directions of the Energy Department to change, alter, improve, move, remove or rearrange any of its attachments, such attachments shall thereafter be deemed to be unauthorized and will be subject to illegal attachment fees as per Article 3.2 of this Joint Facilities Agreement. The Energy Department may (but shall not be required to) change, alter, improve, move, remove or rearrange such attachments without incurring any liability to Licensee, and at Licensee's sole expense.

- 4.3 Licensee's operational and maintenance requirements include, but are not limited to, the following:
 - (a) Licensee shall in all cases and at all times install, operate and maintain its approved attachments so as not to interfere with Energy Department facilities, the City's use of Electric Facilities, or the facilities or operations of other Licensees.
 - (b) In the event of a pole replacement, Licensee shall have thirty (30) days from date of notification by City to transfer attachments to the new pole. After thirty (30) days City may transfer Licensee's attachments without incurring any liability to Licensee and at Licensee's sole expense.
 - (c) To the extent Licensor requires all other franchisees with attachments to share the cost of an attachment audit, Licensee agrees to share costs associated with attachment audits with the City conducted not more frequently than every five (5) years.
 - (d) Licensee will not construe any contract, permit, correspondence or any other communication as affecting the rights, privileges or duties previously conferred or imposed by the City, by contract or otherwise, to or upon other licensees. The City reserves the right to continue and to extend such rights, privileges or duties and to license and admit other and different licensees irrespective of the character or degree of economic competition that results.
 - (e) Licensee is responsible to perform all tree and vegetation trimming necessary for the safe and reliable operation, use and maintenance of its attachments. All tree trimming shall be performed in accordance with standards promulgated by the City's Urban Forester, or successors and shall be performed in compliance with ANSI Z133.1 and OSHA 1910.269. In the event that Licensee does not adequately trim trees or other vegetation in the area immediately around their attachments, the City may perform the trimming and bill Licensee for all costs associated with the trimming.
 - (f) Co-location of attachments is prohibited without the prior written consent of the Energy Department, which consent may be subject to such conditions as the Energy Department may reasonably require. Co-locating is subject to unauthorized attachment fees as per Article 3.2 of this Joint Facilities Agreement.
 - (g) Unauthorized use of conduits owned by Provo City are subject to unauthorized attachment fees as per Article 3.2 of this Joint Facilities Agreement. City may remove all unauthorized cable, rope or any other material or equipment from City conduit or duct without incurring any liability to Licensee and at Licensee's sole expense.
 - (h) Installation of future attachments, as well as operation and maintenance of Licensee's current attachments shall be at the sole risk and expense of Licensee.

- (i) Except as otherwise described in the Asset Purchase Agreement, Licensee accepts the City's current Electric Facilities "as is" and "where is" and assumes all risks attendant to their usage.
- (j) The Energy Department may inspect, at any time, the construction or installation of Licensee's attachments on the City's Electric Facilities and where Licensee controls access to those attachments, Licensee shall provide immediate access to those attachments upon request. If, in the course of any such inspection, the Energy Department finds that Licensee's installation or construction violates the National Electric Code, the National Electric Safety Code, the Energy Departments policies, or the conditions of this Agreement, the Energy Department may immediately suspend Licensee's construction or installation activities. The Energy Department shall send written notice to Licensee within three business days after such suspension identifying the alleged violation. Such suspension shall be in effect until such time as Licensee cures, at Licensee's sole expense, the alleged violation. Licensee may appeal a suspension made pursuant to this subsection to the Director.
- (k) Licensee shall not transfer, assign, convey or sublet its License without the City's prior written consent. Any purported transfer, assignment or subletting of any right granted hereunder without obtaining the City's prior written consent, shall not be binding upon the City, but shall be a material default of Licensee's License.
- 4.4 Licensee agrees to indemnify, defend and hold the City and the Energy Department and their officials, employees and agents harmless from all liability attributable to Licensee arising from the City's grant of this License to Licensee, including but not limited to, liability arising from Licensee's negligence in placing its attachments on or in the City's Electric Facilities.
- 4.5 The Energy Department shall have the right to immediately suspend the rights of Licensee to make new or additional attachments if the Licensee materially fails to comply with the terms of its franchise or the Licensee issued pursuant to this Agreement, upon written notice to Licensee. If the Licensee fails to cure the default within sixty (60) days after receipt of such notice, the Energy Department may terminate this Agreement.
- 4.6 Immediately upon termination of this Agreement, whether in accordance with franchise, permit or contract terms, a voluntary termination by Licensee, or a termination by the City for cause, Licensee shall commence removal of its attachments. Unless the Energy Department grants an extension of time, all attachments must be removed at Licensee's cost within sixty (60) days after the effective date of termination.
- 4.7 Licensee shall continue to comply with the applicable terms of this Agreement and its franchise after termination of this Agreement until such time as all attachments are removed.

Article 5 Unauthorized Attachments

- 5.1 Licensee shall not knowingly affix, install, place, attach, maintain, or fail to remove upon demand, any attachment to the City's Electric Facilities that has not been authorized by the City in accordance with the terms of this Agreement.
- 5.2 Licensee shall not use an attachment on the City's Electric Facilities to provide services not authorized by a City franchise, license or contract.

Article 6 Licensor's Representation and Warranty

6.0 Licensor hereby represents and warrants that as of the date of the execution of this Agreement, all attachments associated with the iProvo Network being transferred to Licensee under the Asset Purchase Agreement comply with and are in accordance with Energy Department specifications, construction guidelines, permits, policies, rules and regulations and are not in conflict with Energy Department priorities as described in Section 2.3

[Signature Page Follows]

IN WITNESS HEREOF, this Joint Facilities Agreement has been executed by the parties hereto as of the date first above written.

Licensor: PROVO CITY CORPORATION By: Lewis K. Billing Its Mayor BROADWEAVE NETWORK\$ OF PROVO LLC By: Broadweave Networks, Inc., its managing member Stephen T. Christensen Its President and CEO The foregoing instrument was acknowledged before me this _ , 2008, for and in behalf of Broadweave Networks Inc. by Stephen T. Christensen, its President and CEO, who duly acknowledged to me that having received proper authorization from Broadweave Networks Inc., he signed this instrument for and in behalf of the corporation, and that the execution of the instrument is the act of the corporation

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State of Utah

County of Utah

for the purposes stated in it.

EXHIBIT "A" GRANT OF LICENSE TO LICENSEE

City hereby grants to Licensee a non-exclusive License to place, install, construct, replace, move, remove, keep, maintain, operate or use attachments on or in City-owned Electric Facilities under this Agreement. The grant of this License and its continuing validity is strictly conditioned on the Licensee using its attachments solely for lawful purposes and for exercising its rights under this License in accordance with the Joint Facilities Agreement. A License does not grant Licensee anything other than permission to use the City's Electric Facilities to the extent described in the License and the Joint Facilities Agreement into which this License is incorporated.

City's grant of this License is limited solely to those Electric Facilities identified on attached Schedule 1 to this Exhibit.

Schedule 1 Poles and Conduits

A CD containing a map of all fiber optic cables and related equipment in PDF format as of the date of this agreement. Pole attachments and conduit leases are indicated on the map as overhead or underground fiber optic cables. CD contents are as follows:

Fiber areas maps (divided to accommodate faster loading and viewing) Fiber Backbone map Fiber Conduit map

Footages of fiber optics as of the date of this agreement are as follows:

Aerial footage: 1,008,066'
Underground in electric conduit: 542,825'
Underground in dedicated conduit: 232,639'

Any additions, changes or removals to either poles or conduits must be submitted in accordance with the policies and procedures of the Provo City Energy Department attached as Exhibit C.

EXHIBIT "B" FEES AND CHARGES



ATTACHMENT FEES & CHARGES

In order to ensure prompt processing of applications, Licensee must submit all required information with each application in accordance with terms and conditions of the Joint Use Agreement and applicable departmental procedures. Licensee will be subject to the following rates for billable services. Rates may be adjusted by Provo City Power once per year for the term of the contract. (See 12.05.040 – Fees and Charges)

	RATES FOR BILLABLE SERVICES						
TYPE OF FEE	NORMAL CHARGE	OVERTIME CHARGE	ADDITIONAL INFORMATION				
Pole Attachment Fee	\$12.33 per pole per year	N/A	Based on FCC formula as applied to Provo City Power's system assets.				
Conduit Lease Fee	\$0.29 per linear foot per year for conduit without electrical conductors. \$0.19 per linear foot per year for conduit with electrical conductors.	NA .	Based on NPV of 20 year conduit lease revenue compared to installation cost of conduit				
Make Ready Assessment/ Report	Actual costs of Provo City Power and subcontractors include OH.	Actual costs of Provo City Power and subcontractors include OH, and overtime premium.	Provo City Power may provide labor and hire such subcontractors as necessary to complete make ready assessments and reports.				
Inspection/ Engineering Assistance	Actual costs of Provo City Power and subcontractors include OH.	Actual costs of Provo City Power and subcontractors include OH, and overtime premium.	The charge for Provo City Power personnel is the billable hourly rate as published, with premiums for overtime.				
Illegal attachment/co nduit usage	\$60 per occurrence per day.	NA	Each individual attachment on a pole or run of conduit shall b considered a separate violation. Overlashing without a permit shall also constitute an illegal attachment,				

Exhibit C

Energy Department Policies and Procedure For Pole Attachments and Conduit Usage

CONSTRUCTION GUIDELINES FOR ATTACHMENTS TO PROVO CITY POWER DISTRIBUTION POLES OR CONDUIT USAGE

- 1. Request approval of the attachments and routes for cables or additional cables on Provo City poles or conduit via the Provo City Power application process.
- 2. After receiving approval from Provo City Power, the attaching entity must notify Provo City Power 24 to 48 hours prior to the placing of strands or cables on poles or conduits, for new or old routes. THIS INCLUDES ANY OVERLASHING.
- 3. Attach at the assigned place on pole or conduit. The first entity attaching to the pole will place their cable on the same side of the pole as Provo City Power's neutral wire. Other cables will attach on the same side of the pole as the first entity. If cables are attached on both sides of the pole (boxed in), the new cable will be placed on the same side of the pole as the majority of existing attachments. A 40" vertical clearance must be maintained between electrical conductors and any attaching entity's cable and/or attachments, in accordance with Rule 235C of the National Electrical Safety Code (NESC). In addition, a 12" clearance from other cables/attachments already in place must be maintained. The bottom surface of the communications space shall conform to NESC Rule 232B1, Table 232-1. If any rules and/or standards violations are found on any poles with existing attachments, the violation will have to be corrected at the time and before new work commences.
- 4. Install separate anchor rods for guying of poles, excluding sidewalk guys and guy rods. Attaching entities must set an anchor rod and attach guy wire every time there is a turn or angle equal to or greater than 5 degrees and on all stress dead ends of utility infrastructure. Guys will be installed on each side of road crossings. A five (5) foot separation from all Provo City Power utility guy rods is required (exceptions by approval from Provo City Power may be available in rare cases where separation is not possible). Any additional anchors shall be installed between the pole and the existing anchor to avoid crossing existing guy wires. New anchors shall not be set closer than 10' to the pole they are to guy. In a case where all guying requirements cannot be met, contact Provo City Power engineering to arrange an alternate guying solution. Provo City Power may require the setting of screw type anchors to minimize soil disturbance in the vicinity of existing anchors. Sidewalk guys will need a pipe separation attachment for guy wire. Anchor rod eyes to be not more than 6" above ground. No cable or strand shall be placed on a pole until down guys and anchor rods are installed.
- 5. Install standoff brackets for cable on all air switch poles. Also, install standoff brackets for cable on all riser poles if strand or cable will interfere with riser. No brackets will be installed within the 40" safety zone. The installation of brackets by attaching entities will be reviewed and approved/disapproved by Provo City Power staff.
- 6. Proper bonding and grounding of strand on all poles shall use #6 copper wire.

- 7. Proper stress factors shall be addressed, by the contractor as assigned by Provo City Power, due to trees and tree limbs on cable and other stress occurrences. Be responsible for all tree trimming necessary for safe and reliable installation, use, and maintenance of its attachments, and to avoid stress on poles caused by contact between tree limbs and licensee's attachments. All tree trimming shall be performed in accordance with then current Provo City Power tree-trimming policies, including without limitation those relating to owner notification and consent.
- 8. Fiber in conduit must be installed with a #12 or #14 insulated copper conductor for locating purposes. New communication cables shall not be established in a conduit with existing power cables.
- 9. If problems arise that are not addressed in this specification, Provo City Power should be contacted to address the problem before continuing with project work.

POLE ATTACHMENT APPLICATION

	e in Electric Cor e in Dedicated (ELECT	RIGAL ENGINEE
Notwithstanding any terms or conditions set forth on a remedies are set forth in, and governed solely by, Prothe extent of any conflict between the terms of this applications will be returned to the application information includes the completed application, propodescription, and a copy of the Filing Fee check.	ovo City Ordinance Coplication and the terent without further acosed schedule, prints	chapter 12.05. The orms and conditions of the stion by Provo City Post and maps, proposed	dinance shall contic this ordinance. wer. Required	, and Il to
APPLICATION Project Name	INFORMATION (A	цррисаnty		
Applicant Name		Da	ate	
Corporate Rep	Phone	·	Fax	
Email Address		 		
Project Description (Attach if necessary)	# of Provo poles	Liner feet of Conduit	Planned insta date(s)	all
Proposed Cable Installation # of cables to install Fiber count Cable diameter	Existin Existin Cable(g Cable Installation g cable count g pole count (s) diameter l(s) diameter		
Nearest street address of attachment			City Gr	d #
Application Approved? Yes □ No □ Conditional □ (see attached report) Actual Provo City Power pole count Actual	al foreign pole cou	Ready Required? Yes □ N Work Order#		
Comments				
Provo City Power Inspector (signature) Phone	Fax	Email Ad	ddress	Date

MA	KE READY COST CONCURRENCE
If make ready is required, certain Provo City Power accommodate Licensee's attachments on the pole Provo City Power or Licensee is responsible in the pole Power will bill Licensee for all engineering design application. If Provo City Power elects to perform pay, for costs related to such construction. If Licenser construction at its sole risk and expense, including By signatures below, Provo City Power and License notwithstanding any other related terms and conditions.	er distribution equipment and/or other assets need to be changed in order to es and route described in this application. In specification associated with this application. Provo City construction, and inspection services necessary to process, review, and approve this make ready construction, Provo City Power shall bill Licensee, and Licensee shall ensee is directed to perform make ready construction, Licensee shall perform such gethe cost of final inspection(s) by Provo City power, its subcontractors, or its agents. In see indicate their understanding and acceptance of these terms and conditions
Provo City Power Representative	
Name Licensee Representative	Date
Name	Date

For Use with Pole Attachment Applications

Pole#	ole Attachment Applicatio Address	Neutral Height	CATV Height	Phone Height	Other Height	Riser/Equip Height	Proposed Attachmen Height
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