

FACILITIES LEASE AGREEMENT

_____ (company and site name)

THIS FACILITIES LEASE AGREEMENT (“FLA”) is entered into between Portland General Electric Company (“PGE” or “Lessor”), and _____, a _____ corporation, (“Lessee”). The effective date of this FLA (“Effective Date”) shall be the date that Lessee commences construction of its “Antenna Facilities” as described in Section 7. Lessee shall provide to Lessor, in advance, notice of Lessee’s intention to commence construction of its Antenna Facilities (“Commencement Notice”). The Commencement Notice shall set forth the Effective Date. In no event shall the Effective Date be later than _____ (insert date 6 months from execution) regardless of whether Lessee has commenced construction.

PGE agrees to grant Lessee the non-exclusive right to attach and maintain its Antenna Facilities, as defined in the Master Lease, on PGE’s Facilities or Premises under the following terms and conditions:

1. **Incorporation of Master Lease.** This Lease is a Facilities Lease or FLA as referenced in that certain Master Lease Agreement between PGE and Lessee, dated _____ as amended (“Master Lease”). All of the terms and conditions of the Master Lease are hereby incorporated herein by reference and made a part hereof. Unless expressly modified herein, the terms and conditions of the Master Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed thereto in the Master Lease.

2. **Term.**

(a) The initial term of this FLA shall commence on the Effective Date and expires ten (10) years from the Effective Date.

(b) The initial term shall automatically be extended for three (3) renewal periods of five (5) years each (each a “Renewal Term”), unless PGE is otherwise notified in writing by the Lessee at least sixty (60) days prior to the expiration of the then-current term. Lessee's lease of the PGE Facilities during each Renewal Term shall be on the same terms and conditions as set forth herein and in the Master Lease,

(c) Lessee acknowledges that grounds for termination under the Master Lease, Section 11, are limited and going out of the wireless business is not, in itself, grounds for termination of this FLA or the Master Lease. Lessee acknowledges that it receives benefit from the initial lease term of ten years and subsequent automatic renewals.

(d) Upon expiration of term or termination in accordance with the Termination section of the Master Lease, Lessee must remove and dispose of Antenna Facilities and return the pole or structure to the condition existing as of the Effective Date of this FLA, except for normal wear and tear, unless requested by PGE to remain as is.

3. **Rent.** Rent for the Facilities on which the Antennas Facilities are placed and specifically identified in Exhibit A shall be _____ (\$) per month, payment commencing as of the Effective Date, and shall be payable as provided in the Master Lease. Per the terms of the Master Lease, annual payment is required with first year payment pro

rated. Notwithstanding the limitations in Section 6.b. of the Master Lease, rent shall automatically increase by four percent (4%) per year on the first day of each calendar year for every year of the initial lease term and renewal periods. .

4. **Access.** Check one:

- PGE owns the Premises in fee and grants Lessee full rights to access the Premises.
- PGE does not own the Premises in fee and Lessee is required to obtain access rights from a third party.
- Other: City of Portland right of way

5. **Site.** The Site is PGE Pole _____, located in PGE Map Grid _____ on which Antenna Facilities will be attached as shown in Exhibit A. The ground space required for any pad-mounted equipment is not included in this FLA. The location of the Site is at _____.

6. **Premises.** The Premises consists of the PGE pole or structure and ground space on which the PGE pole or structure is located.

7. **Antenna Facilities.** The Antenna Facilities are described as follows:

Prior to installation as provided in section 9 (a), PGE must approve final plans which shall show the antenna configuration.

8. **Billing for Electric Service.** Charges for electric service will be billed separately from rent.

9. **PGE's Review and Approval of Plans.**

(a) Installation or Modification Work to the Antenna Facilities: Prior to construction, modification, or alteration. Lessee shall provide PGE with Lessee's plans for installation or modification work to the Antenna Facilities for PGE's review and written approval. This requirement applies to material and non-material alterations. If the initial plans submitted to PGE and attached hereto as Exhibit A, change, new plans must be submitted prior to construction, modification or alteration.

(1) **Nonmaterial alteration.** Lessee's changing-out equipment with equipment of the exact same size, weight, frequency, and power in the course of repairs to the Antenna Facilities, shall be a nonmaterial alteration.

(2) **Material alteration.** If PGE determines that a modification, alteration or upgrade to Lessee's Antenna Facilities is a material alteration, then Lessee must obtain an FLA Amendment to this FLA before installation or modification of the Antenna Facilities.

(b) PGE's approval shall contain the following:

- (1) PGE's determination that the proposed installation will meet PGE's design and construction standards; and

(2) The reliability, safety, and structural integrity of the Premises, Site, or Facilities has not been compromised.

(3) A statement whether the alteration or modification is material, if the plans include an alteration or modification..

(c) PGE's review process may include review and approval by a licensed engineer of any structural work to facilitate installation or modification of the Lessee's Antenna Facilities. The cost of such review is the responsibility and expense of the Lessee. All of Lessee's work shall be performed at Lessee's sole cost and expense, in a good and workmanlike manner, and in accordance with applicable laws and ordinances.

(e) Lessee shall provide PGE with as-built drawings of the Site and attached Antenna Facilities after completion of any installation, modification or alteration work if the plans submitted as Exhibit A have been changed. .

10. **Make-Ready, Engineering, and Construction.** The execution of this FLA also acts to authorize PGE to do any make-ready, engineering, and construction that is necessary for the placement of Lessee's Antenna Facilities. In executing this Agreement, Lessee's agrees to pay for all costs of the work, including work done prior to execution that is done in preparation for the placement of Lessee's Antenna Facilities.

11. **Special Provisions.** Provided below are PGE requirements that shall be observed during the course of any installation, maintenance, repair, adjustment, or replacement work involving Antenna Facilities located on the Premises, Site, or Facilities.

a) **Lessee's Attachments.** In all cases Lessee's Antenna Facilities shall be installed in accordance with the provisions of the Oregon Public Utility Commission Safety Rules, the National Electrical Safety Code (NESC), and any other applicable laws. Lessee shall rearrange or relocate the Antenna Facilities at its sole expense within thirty (30) calendar days from receipt of written notice given by PGE that installation of the Antenna Facilities does not comply with said requirements. If Lessee fails to rearrange or relocate the Antenna Facilities within thirty (30) calendar days as required herein, PGE shall have the right, in its sole discretion, to rearrange or relocate the Antenna Facilities or to terminate this FLA and remove the Antenna Facilities at Lessee's sole expense.

b) **Personnel Working in Supply Space.** All work performed within the NESC supply space or work that requires an object or piece of equipment to be brought within ten (10) feet of a primary conductor shall be performed by PGE personnel or by qualified electrical workers approved in writing and in advance by PGE. It is recommended that Lessee provide two (2) weeks notice to PGE to allow scheduling of crew time during normal working hours.

c) **Personnel Working in Communications Space.** Work performed within the NESC communications space while maintaining the required NESC safety clearances may be performed by any qualified communications worker.

d) **Emergency Restoration Activities.** In the case of an emergency, PGE shall not be obligated to provide Lessee with any notice of work to be performed. Lessee shall be required

to wait until all PGE's restoration activities have been completed prior to conducting any maintenance, repair, adjustment, or replacement work; such work is to be performed in accordance with the above requirements.

e) Lessee's Risk. The Lessee's use of PGE's Facilities under this FLA is entirely at its own risk. PGE does not warrant or represent that law authorizes the Lessee's use of any rights of way in which such Facilities may be located. Any permits, licenses, or easements required by public or private authority to make Lessee's use of such rights of way lawful are the full responsibility of the Lessee.

f) Safety. Lessee is responsible for placing a sign on the PGE Facilities used under this FLA warning all workers of radio frequency emissions and providing an on site shut down switch or a phone number where the Lessee may be reached 24 hours a day, seven days a week, 365 days a year, to temporarily shut down the Antenna Facilities while work is being performed on the pole by utility and communication workers. Lessee is responsible for timely shutting down its facilities to accommodate a request. Lessee is required to operate its equipment compliant with all applicable rules and regulations governing radio frequency emissions including those promulgated by the Federal Communications Commission.

g) Permits. Prior to installing Antenna Facilities, Lessee shall obtain all necessary permits from appropriate government agencies and shall provide PGE with copies upon request.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Facilities Lease Agreement to be executed by their duly authorized representatives on the date specified.

PGE: Portland General Electric Company

By: _____

By John Sullivan, Manager, PGE Utility Asset Management

Date: _____

LESSEE:

By: _____

Print name:

Title:

Date: _____