

MASTER LEASE AGREEMENT

between

PORTLAND GENERAL ELECTRIC COMPANY

and

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MASTER LEASE AGREEMENT
(Multiple Sites)

THIS MASTER LEASE AGREEMENT ("Master Lease") is entered into this ___ day of _____, 2008, between PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("PGE"), and _____ ("Lessee"). Lessee and PGE desire to enter a lease and use agreement to allow Lessee the right to use portions of PGE facilities. This Master Lease sets forth general terms and conditions. In addition to the Master Lease, for each specific site Lessee desires to use, Lessee understands it must execute a separate Facilities Lease Agreement.

Now therefore, in consideration of the mutual covenants contained in this Master Lease and other good and valuable consideration, the receipt of which is hereby acknowledged, PGE and Lessee hereby agree as follows:

1. Master Lease.

This Master Lease sets forth the basic terms and conditions upon which PGE shall lease to Lessee or grant to Lessee a right to use portions of certain towers, poles, conduit, buildings and related facilities, equipment and structures ("Facilities") owned by PGE at certain locations in and around the greater Portland metropolitan area for the installation, operation and maintenance by Lessee of its wireless communication equipment. Each physical place in which the Facilities are located is referred to herein as a "Site". The Facilities or portion thereof leased or used by Lessee at any given Site are referred to herein as the "Premises". This Master Lease does not apply to fiber attachments in the communications space of PGE distribution poles.

2. Facilities Lease.

Upon the parties' mutual agreement as to each Site for the use of Premises, the parties will execute a Facilities Lease Agreement ("Facilities Lease" or "FLA"), which shall be attached to this Master Lease and be deemed a part hereof. The Facilities Lease shall describe: a) the Site and its location; b) the Facilities and the location thereof on the Site, specifying the location of the Premises; c) the Lessee's Antenna Facilities (as defined in Section 3 hereof) and their installation on the Premises, and d) such other terms and conditions as the parties shall

agree. In the event of a discrepancy or inconsistency between the terms and conditions of this Master Lease. and the terms and conditions of the Facilities Lease, the terms and conditions of the Facilities Lease shall govern and control. This Master Lease is not and shall not be deemed to be an exclusive agreement with respect to the leasing or use by Lessee of locations for the installation of wireless communications equipment or the leasing by PGE of any Site or Facilities. Neither PGE nor Lessee has any obligation to enter into any Facilities Lease with regard to a particular Site.

3. Use, Zoning and Access.

a. Lessee may use the Premises only for the installation, operation and maintenance of antennas, cables, utility lines, equipment cabinets and related equipment and facilities ("Permitted Use"), which may include, but is not limited to radio transmission and computer equipment, batteries and emergency backup generators, for transmission and reception of unmanned wireless communications ("Antenna Facilities"). The Permitted Use and all operations by Lessee in, on, and about the Site and Premises shall be lawful and in compliance with all federal, state and local laws, rules, regulations, orders or other governmental requirements applicable thereto. Lessee shall, at its sole expense, comply with all laws, orders, ordinances, and regulations of federal, state, county and municipal authorities, and any directive of any public officer or officers to the extent that such compliance is required as a result of Lessee's use of the Site, Premises and Antenna Facilities. PGE agrees to reasonably cooperate with Lessee, at Lessee's expense, in obtaining such licenses, permits or other governmental approvals ("Governmental Approvals") needed for Lessee's installation, operation and maintenance of the Antenna Facilities on the Premises.

b. Lessee shall, at Lessee's expense, obtain all necessary zoning, land use or similar approvals for the installation and operation of the Antenna Facilities ("Zoning") at each Site. The Lessee's use of PGE's Facilities under this Master Lease 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.

c. Where the PGE may legally convey such rights and for the term of a Facilities Lease, PGE hereby grants to Lessee a non-exclusive easement to, from, across and over the Site, for ingress, egress and access ("Easement") from the nearest public right of way to the Premises. The Easement will be adequate to service the Premises and the Antenna Facilities applicable to the Facilities Lease. PGE agrees to reasonably cooperate with Lessee's efforts, at Lessee's expense, to obtain such easements as are needed for Sites where the PGE may not legally convey such rights. Lessee shall be entitled access to the Premises twenty-four (24) hours per day, seven (7) days per week. Where the public has limited or no access to the Site, Lessee agrees to give PGE reasonable notice prior to demanding access to such Site. Lessee acknowledges that Sites may be adjacent to the electric substations and electric distribution and transmission lines ("Electric Facilities") of PGE and/or other entities ("Electric Providers"), and that Lessee's access to any Site and the related Facilities and Premises may be restricted as a result of the activities of PGE and/or Electric Providers in the normal course of their electric business, including activities related to electric outages and other emergencies. To the extent PGE has knowledge of any limitation or planned limitation on access to the Site or Premises, PGE agrees to provide Lessee with written notice (in advance of such limitation to the extent possible) of any limitation on access, provided that in an emergency PGE shall not be obligated to provide such notice. PGE and Lessee agree to reasonably cooperate with one another and with the Electric Providers to minimize any restricted access to the Site and Premises.

d. Lessee shall provide to PGE copies of such licenses, permits, easements, zoning, land use or similar approvals needed for Lessee's installation, operation and maintenance of the Antenna Facilities on the Premises.

4. Interference.

a. Lessee shall not engage in, nor shall it allow its licensees, employees, invitees, contractors or agents to engage in, any activity on or about a Site or use the Site, Facilities or Premises thereon in any way that interferes with access to and use of the Site or the Facilities by: (i) PGE, or (ii) lessees of PGE leasing such Site or the Facilities prior to the date of the Facilities Lease applicable to such Site ("Existing Tenant"). PGE agrees to notify Lessee of any Existing Tenant(s) who has not yet installed, configured or operated communications equipment prior to the date that the FLA is executed by Lessee. Lessee agrees that even if the

Existing Tenant installs facilities to the Site pursuant to its reserved rights under its FLA, and this occurs after Lessee's installation and interference results, then it is Lessee's responsibility to eliminate the interference in accordance with this section.

- b. Except as provided in paragraphs c. or d. of this Section 4, PGE shall not engage in any activity on or about a Site or use the Site or Facilities thereon, nor permit its tenants, licensees, employees, invitees, contractors or agents to engage in any activity on or about a site or use the Site or Facilities thereon, in any way which interferes with Lessee's Permitted Use and access to the Site and the Premises.

- c. Lessee agrees that if Lessee's use of the Site, Facilities or Premises causes interference with PGE's use of the Site or Facilities, or the use of the Site or the Facilities by an Existing Tenant, Lessee shall, at its expense, immediately discontinue use of the Antenna Facilities or other equipment, or cease such activities causing such interference, or otherwise take action necessary to eliminate such interference.

Lessee shall undertake such modification or other action immediately upon notice of the interference in the case of "Physical Interference" (i.e., materially preventing, hindering or impeding access and/or work by PGE or Existing Tenants) with PGE's use of the Site or Facilities, or within 60 days of notice in the case of any other interference (i.e., signal interference, such as RF or grounding interference) with PGE's or an Existing Tenant's use of the Site or Facilities. PGE shall attempt to notify Lessee of such interference in advance of the need to discontinue use or modify Lessee's activities if reasonably possible and if Lessee clearly identifies its Antenna Facilities and other equipment with its name and a telephone number of the appropriate contact person. PGE shall cooperate with Lessee in a reasonable manner and for a reasonable period of time to resolve such interference, provided such cooperation shall not include any obligation that materially interferes with PGE's use of the Site or Facilities. If Lessee is unable to eliminate such interference in a reasonable period of time to the satisfaction of PGE or such Existing Tenant, PGE may terminate the applicable Facilities Lease in accordance with Section 11.a.i. hereof. Lessee agrees that in the event of any interference with Lessee's Permitted Use as a result of use of the Site or Facilities by PGE

or an Existing Tenant, Lessee shall cooperate with PGE or such Existing Tenant in a reasonable manner and for a reasonable period of time to mutually resolve such interference, provided such cooperation shall not include any obligation which materially interferes with Lessee's reception and transmission of radio communication signals. In the event that such interference cannot be mutually resolved within a reasonable period of time, Lessee may terminate the applicable Facilities Lease as provided in Section 11.a.iv. hereof.

d. Lessee recognizes and acknowledges that the Sites, Facilities and Premises may be adjacent to Electric Facilities. Lessee hereby acknowledges and agrees that access to and use of the Electric Facilities in the normal course of providing electric service, including activities related to electric outages and emergencies of whatever type and however caused, shall not constitute an impermissible interference with Lessee's use of the Premises and that PGE shall not be liable to Lessee as a result of any interference in any way arising from such use unless caused by the gross negligence or willful misconduct of the PGE, its employees, or contractors. Further, Lessee agrees that it shall not engage in any activity on or about a Site or use the Site, Facilities or Premises thereon in any way that interferes with access to or use of the Electric Facilities by PGE or any Electric Providers.

e. 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 to be performed in accordance with Section 10 hereof.

5. Term.

a. The term of this Master Lease shall commence upon the date set forth in the first Facilities Lease and shall expire at midnight on the day after the latest expiration date to occur under any Facilities Lease. The initial term and any renewal terms of each Facilities Lease shall be set forth therein. Each Facilities Lease shall commence upon execution. Notwithstanding anything to the contrary contained herein, in no event shall this Master Lease terminate so long as any Facilities Lease remains in force and effect.

b. If Lessee shall remain in possession of the Premises at the expiration of the initial term or any renewal term of a Facilities Lease, such possession shall be deemed a month-to-month tenancy under the same terms and conditions as this Master Lease and the Facilities Lease pertaining to such Premises, except that the Rent shall be increased as provided in Section 6 hereof.

6. Rent.

a. From and after the commencement of the term of each Facilities Lease, Lessee shall pay PGE, as rent, the agreed amount payable as rent for the Premises under such Facilities Lease ("Rent"). Unless otherwise provided in the Facilities Lease, Rent shall be payable on the first day of each calendar year in advance at PGE's address specified in Section 16 hereof. If the term commences on other than the first day of a year, Rent shall be prorated, on a monthly basis, for that first year for the number of full and partial months from the date of commencement to the end of the year. If a Facilities Lease is terminated on a day other than on the last day of a year, no Rent shall be refunded unless the termination is in accordance with Section 11.a.i., in which case the Rent shall be prorated as of the date of removal of the interfering Antenna Facilities from the Premises and the prepaid Rents shall be refunded to Lessee.

b. Rent under a Facilities Lease shall automatically increase by four percent (4%) per year on the first day of each calendar year or as specified in the Facilities Lease.

7. Antenna Facilities.

a. Lessee shall have the right, at its cost and expense, to install, construct, operate and maintain the Antenna Facilities on the Premises. Lessee shall have the right to modify, supplement, replace or upgrade the Antenna Facilities as necessary at any time during the term of the Facilities Lease relating thereto as it may be extended; provided, however, that Lessee shall not relocate the Antenna Facilities or any portion thereof anywhere on the Site or Facilities. Lessee shall ensure that such work does not adversely affect the structural integrity, maintenance, operations or use of the Site or the Facilities and does not interfere with or adversely affect any Electric Facilities or access thereto. Prior to commencing any installation or material alteration of the Antenna Facilities, Lessee shall provide PGE with Lessee's plans for installation or alteration work on the Site for PGE's review and approval. Such approval shall be

in writing and shall indicate PGE's determination that the proposed installation will meet PGE's Design and Construction Standards, and that the reliability, safety and structural integrity of the Site or the Facilities has not been compromised. Lessee's changing-out equipment with equipment of the same size, weight, frequency, and power, in the course of repairs or upgrading of the Antenna Facilities, shall not be a material alteration. Material alterations are defined as anything other than changing out equipment with equipment of the same size, weight, frequency, and power, in the course of repairs or upgrading of the Antenna Facilities. Approval by a licensed engineer of any structural work to facilitate installation of the Lessee's Antenna Facilities shall be the responsibility and at the cost 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 and Section 10 hereof. For alterations that are deemed not a material alteration, in the event the PGE does not furnish the Lessee with written response within thirty (30) days of PGE's receipt of the plans, PGE will be deemed to have approved them. After completion of any installation or alteration work, Lessee will provide PGE with as-built drawings of the Site and Premises if there has been any change from the plans previously reviewed by PGE.

b. Lessee is not authorized to contract for or on behalf of PGE for work on, or the furnishing of materials to, any Site, Facilities or Premises, and Lessee shall keep any Site, Facilities and Premises free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Lessee, and Lessee shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from PGE, any mechanic's, laborer's or similar lien filed against any Site, Facilities or Premises for work or materials claimed to have been furnished at the instance of Lessee. If any lien is filed against any Site, Facilities or Premises as a result of the acts or omissions of Lessee, or Lessee's employees, agents, or contractors and Lessee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy, PGE may, at its election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding. Lessee shall pay on demand any amount paid by PGE for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses PGE incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

c. The Antenna Facilities shall remain the exclusive property of Lessee, and Lessee shall have the right to remove all or any portion of the Antenna Facilities at any time during the term of this Master Lease or the term of the relevant Facilities Lease and following any termination of the Facilities Lease or of this Master Lease. Upon expiration or earlier termination of each Facilities Lease, Lessee shall remove the Antenna Facilities and any other property which it brought to, installed on or deposited at the Site, Facilities or Premises and shall return the subject Premises in good condition, reasonable wear and tear excepted. Failure to remove any property within thirty (30) days after written notice to Lessee following the expiration or earlier termination of the Facilities Lease pertaining to such property shall be an abandonment of such property and PGE may remove or dispose of it at Lessee's cost and expense in any lawful manner without liability.

8. Acceptance of Premises.

Taking possession of the Premises by Lessee is conclusive evidence that Lessee: (a) accepts the Premises as suitable for the purposes for which they are leased, (b) accepts each Site, the Facilities and the Premises and every part and appurtenance thereof as is, with all faults, except for latent defects, and (c) waives any claims against PGE in respect of defects in the Site, Facilities or Premises or their suitability for any particular purposes. Lessee is deemed to take possession of the Premises upon the date that Lessee begins installation of Antenna Facilities on the Premises.

9. Electric Service.

If reasonably possible and if requested by Lessee, PGE shall provide electric service to the Site suitable for Lessee's use. Lessee shall be responsible to provide the necessary connection to the electric service and shall pay directly to PGE all charges for electricity provided by PGE that is used by Lessee at the Site.

10. Safety Requirements Pertaining to Antenna Facilities.

a. Antenna Facilities shall be installed, maintained, repaired, adjusted, and upgraded in accordance with the then-current provisions of the National Electric Safety Code ("NESC") and PGE's "PGE Pole Attachment Specifications". Upon receiving written notice from PGE of noncompliance with said requirements ("Noncompliance Notice"), Lessee shall, at

its sole expense, within 30 days of the date of the Noncompliance Notice, either bring the Antenna Facilities into compliance with said requirements or submit a plan of correction. If Lessee submits such a plan of correction then Lessee shall bring the Antenna Facilities into compliance within an additional 30 days, or within such time limits as PGE and Lessee mutually agree upon. If Lessee fails to bring the Antenna Facilities into compliance within the said time limits, Lessee agrees to pay a sanction amount equal to the Rent specified in the Facilities Lease. This sanction amount shall be in addition to the Rent and shall be retroactive from the date of the Noncompliance Notice and shall continue until the Antenna Facilities are brought into compliance, as determined by the PGE. After 60 days from the date of the Noncompliance Notice, PGE shall have the right, at its sole discretion, to rearrange the Equipment at Lessee's sole expense or to revoke Lessee's permit for the applicable Antenna Facilities and remove the Antenna Facilities.

b. Attachment of Antenna Facilities to transmission towers shall not be made by drilling into or welding onto the transmission tower structures.

c. All work performed on PGE's transmission towers shall be performed by PGE's personnel, except as approved in advance by PGE. If practicable, Lessee shall provide four (4) weeks notice to PGE to allow scheduling of crew time during normal working hours for transmission tower work. Additional scheduling delays may be encountered if a scheduled shutdown of a transmission line is required.

d. 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 10 feet of a primary conductor, shall be performed by PGE personnel or by qualified electrical workers approved in advance by PGE. If practicable, Lessee shall provide two (2) weeks notice to PGE to allow scheduling of crew time during normal working hours.

e. 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 approved by Lessee.

11. Termination.

a. Except as provided in Section 12 and Section 22 hereof, a Facilities Lease may be terminated only as follows:

i. By PGE upon ten (10) days prior written notice from PGE to Lessee if physical interference has not been remedied to PGE's satisfaction or if any equipment placed on the Site, Facilities or Premises by Lessee interferes with PGE's or any Electric Provider's or any Existing Tenant's use of their respective Facilities and Lessee does not cure such interference or its interfering activities have not ceased in accordance with Section 4.c.;

ii. By PGE upon ten (10) days prior written notice if Lessee fails to pay any Rent in accordance with Section 6, provided PGE has provided Lessee with ten (10) days prior written notice of the failure to pay rent and Lessee has the opportunity to cure;

iii. By Lessee upon thirty (30) days prior written notice if it is unable to obtain or maintain after reasonable efforts to do so any license, permit or Governmental Approvals necessary for installation, operation and maintenance of the Antenna Facilities;

iv. By Lessee upon thirty (30) days prior written notice if Lessee has been unable to resolve interference with Lessor's Permitted Use within a reasonable period of time in accordance with Section 4.c. herein; or

v. By Lessee upon ninety (90) days prior written notice if Lessee determines, in its reasonable discretion exercised in good faith, that the Premises are or have become unacceptable under Lessee's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong, provided that this determination was not and reasonably could not have been made by Lessee prior to Lessee's possession of the Premises (as set forth in Section 8 herein).

b. In the event of termination of a Facilities Lease under this Section 11, no prepaid Rent applicable thereto shall be reimbursed by PGE to Lessee, except that such prepaid Rent shall be apportioned based on the termination date and refunded to Lessee in the event of termination pursuant to Section 11.a.i. Upon termination and return of any such Rent, neither PGE nor Lessee shall have any further obligation or liability with regard to the Site, Facilities or Premises covered by the applicable Facilities Lease, except as otherwise provided herein or in such Facilities Lease.

12. Condemnation and Casualty.

If at any time during the term of any Facilities Lease all or "substantially all" (meaning the remaining portion thereof shall not be of sufficient size or condition to permit the

continuation of Lessee's use in a commercially reasonable manner) of the Site, Facilities or Premises applicable to such Facilities Lease shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, or shall be damaged or destroyed, then such Facilities Lease shall terminate, which termination shall be effective as of the date of the vesting of title in such taking or such damage or destruction. With respect to condemnation, PGE and Lessee shall each be entitled to pursue their own separate awards with respect to such taking. In the event of any damage, destruction or taking of less than all or substantially all of the Site, Facilities or Premises, such Facilities Lease shall continue and PGE and Lessee shall be entitled to pursue their own separate awards with respect to any such taking.

13. Taxes and Fees.

Lessee shall pay any fees, licenses or taxes, including but not limited to any personal property taxes assessed on, or any portion thereof attributable to, the Antenna Facilities and Lessee's construction, operation and maintenance thereof. PGE shall pay when due all real property taxes attributable to the Site, Facilities and Premises. However, Lessee shall pay, as additional Rent, any increase in real property taxes, or any fees and assessments levied against PGE which are attributable to Lessee's use of the Premises and Antenna Facilities. Such payments will be in the form of a line item on the annual rental invoice. PGE agrees to provide Lessee in a timely manner, documentation of any fees or assessments, which Lessee may contest at Lessee's own expense.

14. Insurance and Subrogation.

a. Lessee will provide commercial general liability insurance in an aggregate amount of \$10,000,000 and \$5,000,000 per occurrence and list PGE as an additional insured on the policy or policies. Lessee may satisfy this requirement by obtaining appropriate endorsements to any master policy of liability insurance maintained by Lessee. Lessee shall provide to PGE a "Certificate of Liability Insurance" as evidence of insurance coverage within a reasonable time after PGE's request for such evidence.

b. Prior to starting any work at the Site or on the Facilities or Premises, Lessee shall qualify, and shall cause its contractors and subcontractors of any tier to qualify as an employer under any applicable workers' compensation act, employment insurance act, or old age

insurance act and any other applicable state or federal law, including the payment or deduction and remittance of any and all contributions, taxes, fees, or charges under such laws, and, in each case to accept exclusive liability as an employer thereunder. Lessee, its contractors and subcontractors of any tier shall secure and continuously carry workers' compensation insurance policies covering all employees as required and with such additional terms as may be provided by Oregon statutes and any other applicable state law.

c. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard "All Risk" insurance policy, and, in the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. Each party hereto shall obtain from its insurers under all policies of fire, theft and other casualty insurance maintained by it at any time during the term of this Master Lease insuring or covering the Premises, Facilities or Sites or any portion thereof or any Facilities or operations adjacent to said Sites, a waiver of all rights of subrogation which the insurer might have against the other party, and each party shall indemnify the other party against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.

15. Hold Harmless and Indemnification.

a. Lessee shall assume all responsibility and liability for any loss that may result from the administration or implementation of this agreement. Lessee shall, at its sole expense, indemnify, save, and hold harmless PGE, its officers, directors, agents, and employees from all actual or potential claims or losses, including costs and reasonable attorney's fees, at trial and on appeal, and damages or claims for damages on account of breach of contract, personal injury including death, loss of or damage to property or liens on property owned by or in the possession of PGE suffered by anyone whomsoever, including PGE, PGE's officers, directors, agents, or employees, arising out of the acts or omissions of Lessee or its agents, employees or contractors in connection with this Master Lease, except to the extent attributable to the negligence or willful misconduct of PGE or its affiliates, employees, agents or independent contractors. Lessee warrants to PGE that its indemnity obligation will be supported by liability insurance to be furnished by it, provided that recovery under or in respect of this indemnity shall not be limited to the proceeds of any such insurance.

b. PGE agrees to indemnify, defend and hold harmless Lessee and Lessee's affiliates from and against any and all injury, loss, damage, liability, costs or expenses (including reasonable attorney fees at trial and on appeal and court costs), arising from any negligence or willful misconduct of PGE, or its agents, employees or contractors, except to the extent attributable to the negligent or intentional act, omission or bad faith of Lessee or its affiliates or the employees, agents or contractors.

16. Limitation of Liability.

In no event shall PGE be liable to Lessee for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this agreement or for any failure of performance related hereto howsoever caused, whether or not arising from PGE's sole, joint or concurrent negligence. To the extent any payment required to be made under this agreement is agreed by the parties to constitute liquidated damages, the parties acknowledge that the damages are difficult or impossible to determine and that such payment constitutes a reasonable approximation of such damages, and not a penalty.

17. Notices.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to PGE, to:

Portland General Electric Company
2213 SW 153rd Drive
Beaverton, OR 97006
Attn: Manager, Utility Asset Management

with a copy to:

Portland General Electric Company
121 SW Salmon Street
Portland, OR 97204
Attn: General Counsel

If to Lessee, to:

with a copy to:

18. Quiet Enjoyment, Title and Authority.

a. PGE covenants and warrants to Lessee that (i) it has full right, power and authority to execute this Master Lease and each Facilities Lease and has the power to grant all rights hereunder and thereunder; (ii) its execution and performance of this Master Lease and each Facilities Lease will not violate any laws, ordinances or covenants, or the provisions of any mortgage, lease or other agreement binding on PGE; (iii) Lessee shall have the quiet enjoyment of the Premises, and Lessee shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

b. Lessee covenants and warrants to PGE that Lessee has full right, power and authority to execute this Master Lease and each Facilities Lease and that the execution and performance thereof will not violate any laws, ordinances or covenants, or the provisions of any agreement binding on Lessee. Lessee acknowledges and agrees that this Master Lease and each Facilities Lease is subject and subordinate at all times to (i) the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against any Site, Facilities or Premises or on or against PGE's interest or estate therein, and (ii) any underlying ground lease, all without the necessity of having further instruments executed by Lessee to effect such subordination, but, only upon the condition that any such mortgagee,

beneficiary, trustee or ground PGE expressly agrees not to disturb the rights of Lessee under this Master Lease and each Facilities Lease.

c. This Master Lease and each Facilities Lease is subject to any restrictions or other terms or conditions contained in any underlying ground lease, and Lessee acknowledges and agrees to commit no act or omission which would constitute a default under any ground lease that PGE has provided a copy of to Lessee prior to the execution of the applicable Facilities Lease. PGE covenants and warrants to Lessee that PGE has acquired any consent required under any ground lease to be obtained from the landlord thereunder in order for Lessee to construct, operate, maintain or access the Antenna Facilities, except as expressly set forth in this Master Lease or the applicable Facilities Lease, and that the terms of this Master Lease and the applicable Facilities Lease do not conflict with or are not prohibited by any ground leases. If a particular restriction contained in a ground lease and not set forth in this Master Lease or the applicable Facilities Lease prevents Lessee from the construction, operation or maintenance of or access to the Antenna Facilities, Lessee may terminate the applicable Facilities Lease as provided in Section 11.a.v.

19. Assignment and Subleasing.

a. Lessee shall not assign this Master Lease, any Facilities Lease, any Premises or any of its rights with respect thereto, or relinquish possession of the Premises or any part thereof, or permit any other person to use the Premises or any part thereof, except Lessee may assign this Master Lease and any Facilities Lease and its rights hereunder and thereunder to any entity which is a parent, subsidiary or affiliate of Lessee; is merged or consolidated with Lessee; or purchases a majority or controlling interest in the ownership or assets of Lessee; provided that such entity is properly licensed to operate a wireless communications business and shall, in a writing satisfactory to PGE, assume without limitation this Master Lease and each applicable Facilities Lease.

b. PGE may assign this Master Lease, any Facilities Lease, any Premises or any of its rights with respect thereto with notice to, but not approval or consent of Lessee, except that PGE shall not assign this Master Lease or any Facilities Lease to a cellular company that competes with Lessee in the provision of wireless communications unless such company is a company which controls, is controlled by or is under common control with PGE.

20. Successors and Assigns.

This Master Lease shall run with the Sites and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and, to the extent assignable, their assigns.

21. Waiver of Landlord's Lien.

PGE hereby waives any and all lien rights it may have, statutory or otherwise, concerning any Antenna Facilities or any portion thereof. The Antenna Facilities shall be deemed personal property for purposes of this Master Lease and each Facilities Lease, regardless of whether any portion thereof is deemed real or personal property under applicable law, and except as otherwise provided in this Master Lease or in any Facilities Lease, PGE hereby consents to Lessee's right to remove all or any portion of any Antenna Facilities from time to time in Lessee's sole discretion.

22. Default and Remedies.

a. The occurrence of any one or more of the following events constitutes an "Event of Default" by Lessee:

i. Lessee fails to pay Rent or any amounts due under this Master Lease or any Facilities Lease within ten (10) days after written notice of such failure from PGE;

ii. Lessee deserts, abandons, or vacates any Premises;

iii. A petition is filed by or against Lessee under the Federal Bankruptcy Code or any similar law or statute of the United States or any state (and with respect to any petition filed against Lessee, such petition is not dismissed within sixty (60) days after the filing thereof) or Lessee is adjudged a bankrupt or insolvent, or a receiver, custodian or trustee is appointed for Lessee or for any of the assets of Lessee which appointment is not vacated within thirty (30) days of the date of the appointment, or Lessee becomes insolvent, is unable to pay its debts and they become due, or makes a transfer in fraud of creditors;

iv. Lessee fails to perform or observe any other term or condition of this Master Lease or a Facilities Lease and such failure continues beyond the notice periods specified in Section 11.a.i., 11.a.ii. or 11.a.iv., if any of these are applicable, or for thirty (30) days after written notice from PGE if such Sections are not applicable; provided, however, that if

such failure is capable of being cured, but not within such 30-day period, such period shall be extended so long as Lessee commences appropriate curative action within such 30-day period and thereafter diligently prosecutes such cure to completion as promptly as possible.

b. A default under Section 22.a.i, with respect to payments due under the Master Lease, or Section 22.a.iii shall be a default under this Master Lease. A default under Section 22.a.i., with respect to payments due under any Facilities Lease, or any other clause of Section 22.a shall be a default under the applicable Facilities Lease. If an Event of Default with respect to a Facilities Lease has occurred and is continuing, PGE may, without notice or demand except as expressly required above, in addition to any other remedy it may have under applicable law, terminate the applicable Facilities Lease. In either event Lessee shall immediately surrender the applicable Premises. If at any time during this Master Lease an Event of Default has occurred and is continuing beyond the applicable cure periods provided with respect to 50% or more of the Facilities Leases, PGE, in its sole discretion, may at any time upon thirty (30) days notice to Lessee terminate this Master Lease and all Facilities Leases, in which event Lessee shall immediately surrender all of the Premises.

23. Force Majeure.

If a party is delayed or hindered in, or prevented from the performance required under this Master Lease or any Facilities Lease, other than the payment of money, by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of like nature not the fault of the party delayed in performing work or doing acts, such party is excused from such performance for the period of delay, providing that the party claiming Force Majeure has notified the other party of the delay as soon as is reasonably possible. In such event, the period for the performance shall be extended for the period of such delay, provided that the party that has suffered the Force Majeure Event takes all reasonable action necessary to overcome or mitigate the effects of the Force Majeure Event.

24. Miscellaneous.

a. Any amounts not paid when due under this Master Lease or any Facilities Lease shall bear interest at the rate of 18% per annum, or the maximum allowed by law, until paid.

b. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to this Section 24 and any other provision in this Master Lease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

c. This Master Lease and each Facilities Lease shall constitute the entire agreement and understanding of the parties with respect to the Site, Facilities and Premises that are the subject matters of the Facilities Lease and supersedes all offers, negotiations and other agreements with respect thereto. Each Facilities Lease shall be a separate contract and, except as otherwise provided herein the occurrence of any default under one Facilities Lease shall not be deemed to constitute a default under any other Facilities Lease. There are no representations or understandings of any kind not set forth in this Master Lease or in the Facilities Leases, nor shall they create any right in the Licensee except as provided herein. Any amendment or modification to this Master Lease or any Facilities Lease must be in writing and executed by both parties.

d. No use of PGE's Facilities under this agreement or otherwise shall create any right in the Lessee except as provided herein.

e. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a Fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

f. Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease) necessary to protect its rights under this Master Lease and any Facilities Lease. Neither party shall record this Master Lease or any Facilities Lease pertaining thereto, but may record, in lieu thereof, the aforementioned Memorandum of Lease.

g. This Master Lease and any Facilities Lease shall be construed in accordance with the laws of the State of Oregon. With respect to any suit, action or proceedings

relating to this Master Lease and any Facilities Lease (the "Proceedings"), each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Oregon and the United States District Court located in Portland, Oregon, and irrevocably waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have jurisdiction over such party. Nothing in this Master Lease precludes either party from enforcing in any jurisdiction any judgment, order or award obtained in any such court.

h. If any term of this Master Lease or any Facilities Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Master Lease or such Facilities Lease, which shall continue in full force and effect.

i. Any waiver by any party of its rights with respect to a default under this Master Lease or any Facilities Lease shall not be deemed a waiver with respect to any subsequent default or other matter.

j. This Master Lease and any Facilities Lease is intended solely for the benefit of the parties hereto and nothing in this Master Lease or Facilities Lease is intended to create any benefit for any other person.

k. This Master Lease and any Facilities Lease may be executed in counterparts, each of which shall be an original and which together shall constitute but one and the same instrument.

25. Definitions.

The following terms are defined in this Master Lease as follows:

"Antenna Facilities" is defined in Section 3.a.

"Easement" is defined in Section 3.c.

"Electric Facilities" is defined in Section 3.c.

"Electric Providers" is defined in Section 3.c.

"Event of Default" is defined in Section 22.a.

"Existing Tenant" is defined in Section 4.a.

"Facilities" are defined in Section 1.

"Facilities Lease" is defined in Section 2.

"Governmental Approvals" is defined in Section 3.a.

"Noncompliance Notice" is defined in Section 10.

"Permitted Use" is defined in Section 3.a.

"Physical Interference" is defined herein in Section 4.c.

"Premises" is defined in Section 1.

"Rent" is defined in Section 6.a.

"Representative" is defined in Section 24.e.

"Site" is defined in Section 1.

"Zoning" is defined in Section 3.b.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have entered into this Master Lease Agreement as of the date first written above.

PGE: Portland General Electric Company

By: _____

Print name: _____

Its: _____

Date: _____

LESSEE: _____

By: _____

Print name: _____

Its: _____

Date: _____