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LEONARD R. PUTNAM and MARY JEAN PUTNAM, husband and wife, or survivor, herein called "Lessor," leases to PACIFIC POWER & LIGHT COMPANY, a Maine corporation, herein called "Pacific," an approximately 8' x 6' room, to be used solely by Pacific or its agents, in an approximately 20' x 20' building, for the purpose of installing, operating and maintaining two or more television translator units and associated equipment. Said building shall be located on Miller Hill, near Klamath Falls, Oregon, at a site more particularly shown on the attached Exhibit "A".

SUBJECT TO the following terms and conditions:

1. The term of this lease shall be for twenty (20) years, beginning February 1, 1980; provided however, that in the event Pacific determines, in its sole judgement, that it no longer requires the use of the leased premises in connection with its utility operations or that such use has become uneconomical, Pacific may, after the tenth year of this lease, terminate this agreement upon thirty (30) days' written notice to Lessor and Pacific shall pay Lessor rental for the unexpired term of said lease based upon the then current annual rental; and provided further that if it is not then in default hereunder, Pacific shall have the right and option to extend the term of this lease for an additional period of twenty (20) years upon the same terms and conditions as provided herein, upon written notice to Lessor of Pacific's election to so extend given not less than sixty (60) days prior to the expiration of the initial term of the lease. Such extended term shall be subject to termination at the Company's discretion upon 90 days' written notice.

2. In consideration of this lease, Pacific shall pay to Lessor in advance each year, rental in the amount of \$900.00 (base rental) per television translator unit installed in the leased room; provided that, at the end of the first year of the term of this lease, Lessor shall calculate the sum paid for electric service for said 20' x 20' building during such first year and, after Pacific's review of the same, apportion such electric service costs equitably among all translator units and other tenants housed in the building; and thereafter Pacific's rental for such first lease year, at the discretion of the Lessor and with Pacific's written concurrence, which concurrence shall not be unreasonably withheld, may be adjusted to reflect the addition of said proportional electric

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service expense. Thereafter, beginning in February 1981, rent shall be adjusted annually by an amount equal to multiplication of the base rental by a fraction, the numerator of which shall be the difference between the anniversary index and the base index (provided such difference is in excess of the base index) and the denominator of which shall be the base index. If the difference is not in excess of the base index, no computation shall be made. For the purposes of this subparagraph, the following terms shall apply:

- (a) C P I: The term "C P I" shall mean the Consumer Price Index, All Items, All Cities, promulgated by the Bureau of Statistics of the Department of Labor of the United States of America, or any successor or substitute therefor, including any adjustments which reflect any modification of such C P I factors in years following the base index year.
- (b) Base Index: The term "Base Index" shall mean the C P I as of February 1, 1980.
- (c) Anniversary Index: The term "Anniversary Index" shall mean the C P I as of the "Anniversary Date".
- (d) Anniversary Date: The term "Anniversary Date" shall mean December 1st of each year of this lease.

The result of such multiplication shall be paid by Pacific to Lessor without demand, along with the base rental, payable at the same time as, and together with, the base rental. Computation of such additional rental shall be made within ten (10) days following such anniversary date and Lessor shall, by no later than fifteen (15) days after each anniversary date, give Pacific written notice of Lessor's computation made on each anniversary date of the additional rental as provided herein, together with a copy of such computation. The computation of the additional rental shall be made annually and shall not be cumulative. This prohibition against cumulative percentages shall not, however, preclude an adjustment to reflect the true increase in the cost of living index if the agency promulgates such cost of living index adjusts its factor to reflect a different percentage.

3. Lessor hereby grants to Pacific or its agents the right of ingress and egress to and from said building. The construction and maintenance of a roadway created to provide such ingress or egress shall be the responsibility of the Lessor. This provision shall not be construed as obligating Lessor to construct and maintain an all-weather road passable and useable in the event inclement weather conditions, landslides, earthquakes, natural calamity, or Act of God, should make the roadway initially installed by Lessor temporarily impassable. If said roadway

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should not be passable because of any of the circumstances specified in the immediately preceding sentence, Lessor shall be excused from maintenance of said roadway until such time as the cause of such impassability shall have ended, and Pacific may make and/or take, at Pacific's expense, such repairs, maintenance or measures as Pacific may consider necessary for Pacific's ingress to, or egress from, the premises during such period, so that Pacific is not required to make improvements to the road but may do so at its own discretion.

4. Lessor agrees to allow Pacific or its agents to attach any antennas necessary to the functioning of said television translator units and associated equipment to ~~the roof of the building,~~ ^{Conc. by room} ~~or to a structure close to,~~ ^{(BUT NOT ITS ROOF) Rm} but separate from, said building. Pacific or its agents shall bear sole responsibility for the installation and maintenance of said antennas, including, without limiting the generality of the foregoing, the duty to obtain all licenses, permits, and/or approvals of and from any Federal, State or County agency, or any agency of any political subdivision of the foregoing, having jurisdiction over such installation prior to the making of such installation.

5. Lessor agrees to maintain its building at its expense, including, but not being limited to, the roof, windows, doors, exterior paint, and all structural members.

6. Except for their own acts or omissions, Lessor shall not be liable to Pacific, or to any agent acting for Pacific, for any loss or damage due to Pacific's, or Pacific's agents', occupation of the aforesaid building. Pacific will indemnify and save Lessor harmless from any loss, damage, or liability occasioned by, growing out of, or resulting from any act or failure to act by Pacific, or its agents, in connection with this lease, except as such loss, damage, or liability may have been caused by or contributed to by the negligent acts or omissions of Lessor or its officers, employees or agents.

7. Pacific, or its agents, will install, operate and maintain its equipment in accordance with applicable laws and regulations, and will cause as little interference as practicable with any other radio or television transmitting or receiving equipment whether located on the site or not.

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8. It is hereby acknowledged and recognized by the parties hereto that the premises are being or may be used by Lessor, Pacific and other tenants of Lessor for electronic communications facilities and equipment and that there is a potential for interference among such facilities. Therefore, any installation of equipment by Pacific shall be compatible with the equipment installed, or to be installed, by Lessor and Pacific shall modify its equipment, or installation of the same, to conform with the prior rights of Lessor. Any other tenant of Lessor who installs equipment shall take all necessary and desired action to eliminate interference to equipment installed by Lessor and/or Pacific. This shall be included in all subsequent leases.

9. This lease is personal to Pacific and no assignment or sublease in whole or in part shall be valid without the written consent of Lessor, which consent shall not be unreasonably withheld; except that Lessor accepts the use of said building space by Pacific's agents and acknowledges their right to operate television translator units and associated equipment in the aforementioned room.

10. Upon expiration or termination of this lease, for the reasons stated herein, Pacific agrees to deliver up possession of said premises to Lessor peaceably, promptly, and in as good order and condition as when received by Pacific, reasonable use, wear and tear, and damage by the elements excepted. Pacific shall have a reasonable time, not to exceed ninety (90) days, after such expiration or termination, within which to remove its facilities from said room.

11. Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given or made by certified mail in a sealed envelope, postage prepaid, addressed to Lessor at 2704 Summers Lane, Klamath Falls, Oregon 97601, and to Pacific, as Lessee, at 920 S. W. Sixth Avenue, Portland, Oregon 97204.

12. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this lease shall be interpreted as if such invalid agreements or covenants were not contained herein. All words used in the plural number shall extend to and include

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the singular. All words used in the singular number shall extend to and include the plural. All words used in any gender shall extend to and include all genders.

13. This lease shall be binding upon the parties, their heirs, executors, administrators, successors-in-interest, pledgees, encumbrancers, or assigns (both voluntary and by operation of law); provided, however, this paragraph shall not be construed as consent to any assignment by Pacific other than pursuant to Paragraph 9 above.

14. This lease constitutes the entire agreement of the parties hereto and shall supercede all prior offers, negotiations and agreements.

SIGNED on the date set opposite the signatures of the parties signing the same.

DATE
2-26-81
2-26-81
3/4/81

SIGNATURES
Leonard R. Putnam
LEONARD R. PUTNAM
Mary Jean Putnam
MARY JEAN PUTNAM

PACIFIC POWER & LIGHT COMPANY
By Robert W. Maenel
Senior Vice President (SEAL)

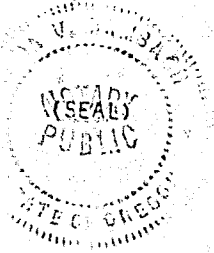
STATE OF OREGON)
County of Klamath) ss.

Personally appeared before me this 26th day of February, 1981, the above named LEONARD R. PUTNAM and MARY JEAN PUTNAM, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

(SEAL)
STATE OF OREGON)
County of Multnomah) ss.

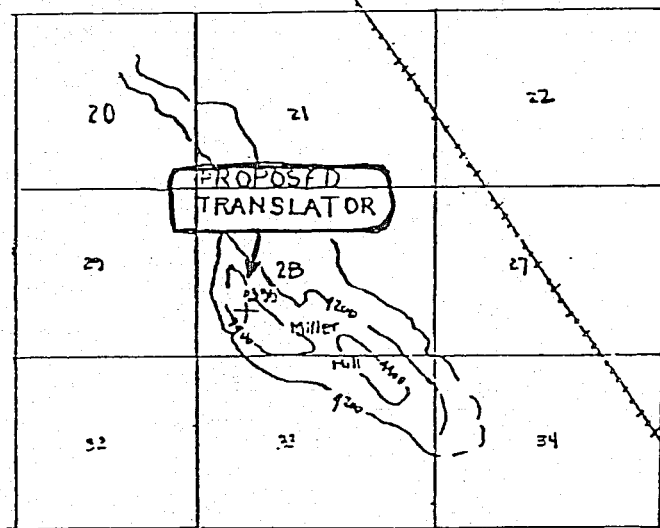
Debra J. Johnson
Notary Public for Oregon
My Commission Expires: 2-28-1981

The foregoing instrument was acknowledged before me this 4th day of March, by Robert W. Maenel Vice President of PACIFIC POWER & LIGHT COMPANY, a Maine corporation, on behalf of the corporation.



Hilda V. Hambach
Notary Public for Oregon
My Commission Expires: Sept 28, 1982

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EXHIBIT A

This document is being recorded to
correct the Range to read R12E.

R12E
T39S, R2E, SEC. 2B
KLAMATH COUNTY, OR.

PACIFIC POWER & LIGHT COMPANY

SCALE 1"=62,500'

FORM 2703-A-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

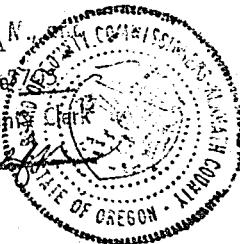
Filed for record at request of _____

this 31st day of March A.D. 19 81 at 9:02 o'clock A.M.

duly recorded in Vol. M81, of Deeds on Page 11537

By Evelyn Biehn, County Clerk

Fee \$21.00



Ret: P.P. 4LH
920 3 6th
Portland, OR 97204

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the

27th day of June A.D., 19 81 at 3:55 o'clock P.M., and duly recorded in

Vol. M81, of Deeds on page 11537.

Fee \$21.00

EVELYN BIEHN

COUNTY CLERK

By Bernadine Helach deputy