

Joint Utility Informational Report

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ATTACHMENT A - ANTENNAS



Directional Panels



Directional Panels



Directional Panels



Directional Panels

ATTACHMENT A - ANTENNAS



Omni-directional (Uncovered)



Omni-directional (Covered)



Pole-top Omni-directional
(Uncovered)



Strand mounted Omni-directional
(Uncovered)

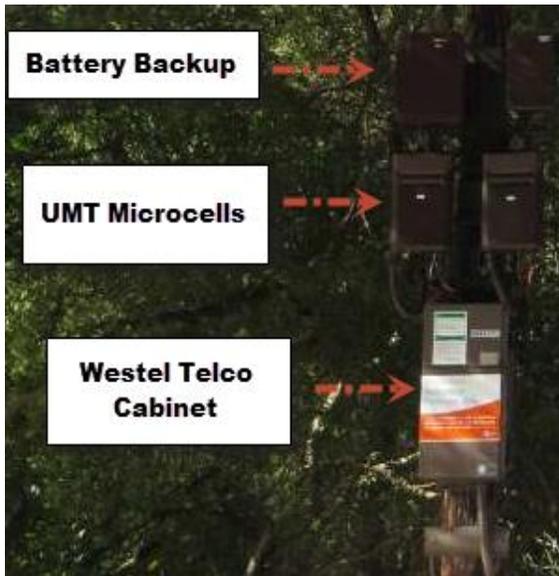
ATTACHMENT B - EQUIPMENT



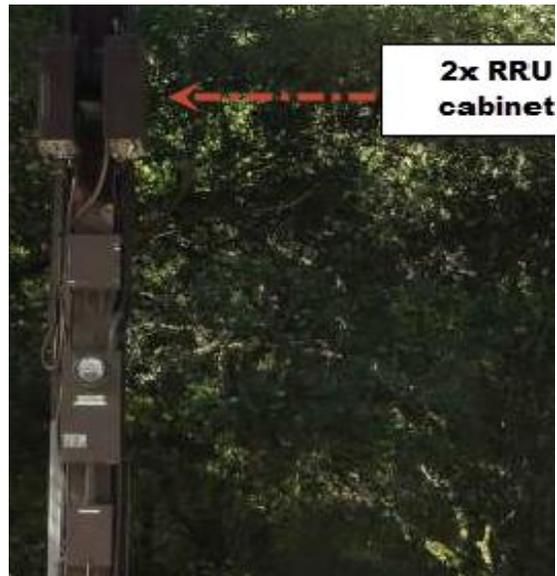
Equipment for directional panels and electric service metering



Equipment for directional panels and electric service metering



Battery, UMT Microcells, and Telco equipment



Remote Radio Units and electric service metering

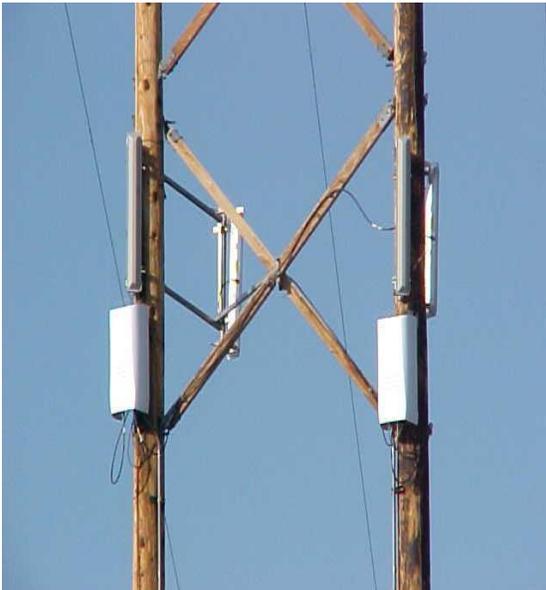
ATTACHMENT B - EQUIPMENT



Remote Radio Units



CMRS Equipment



Cellular/PCS equipment



Cellular/PCS equipment
(Ground and Pole Mounted)

ATTACHMENT C – ASSOCIATED ELEMENTS



Pole-to-pole cables



Pole-to-pole cables

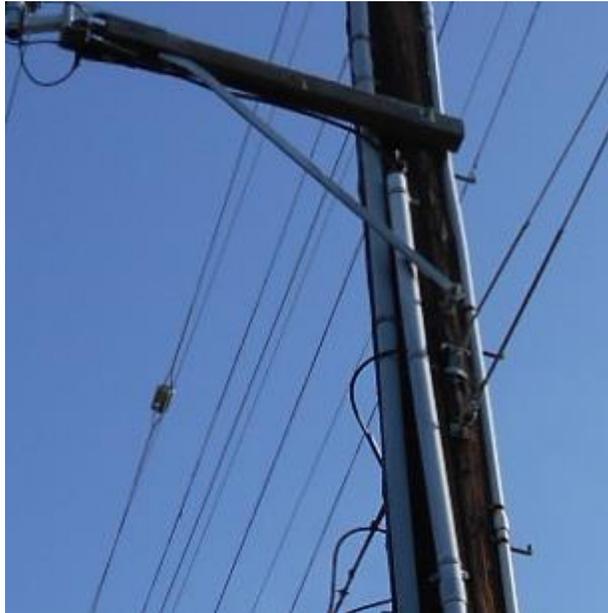


Pole-to-pole cables



Pole-to-pole cables

ATTACHMENT C – ASSOCIATED ELEMENTS



Vertical Cable Risers to
PVC conduit under-crossarm



Incidental Wiring



Vertical cable riser and
Electric service vertical risers



Vertical Cable Risers
(Covered and Uncovered)

ATTACHMENT D – SUPPORT ELEMENTS



Single crossarm, w/bracing supporting incidental wiring, and pipe brackets, w/directional panels



Two sets of double crossarms, w/o bracing, supporting wires, pipe brackets and directional panels

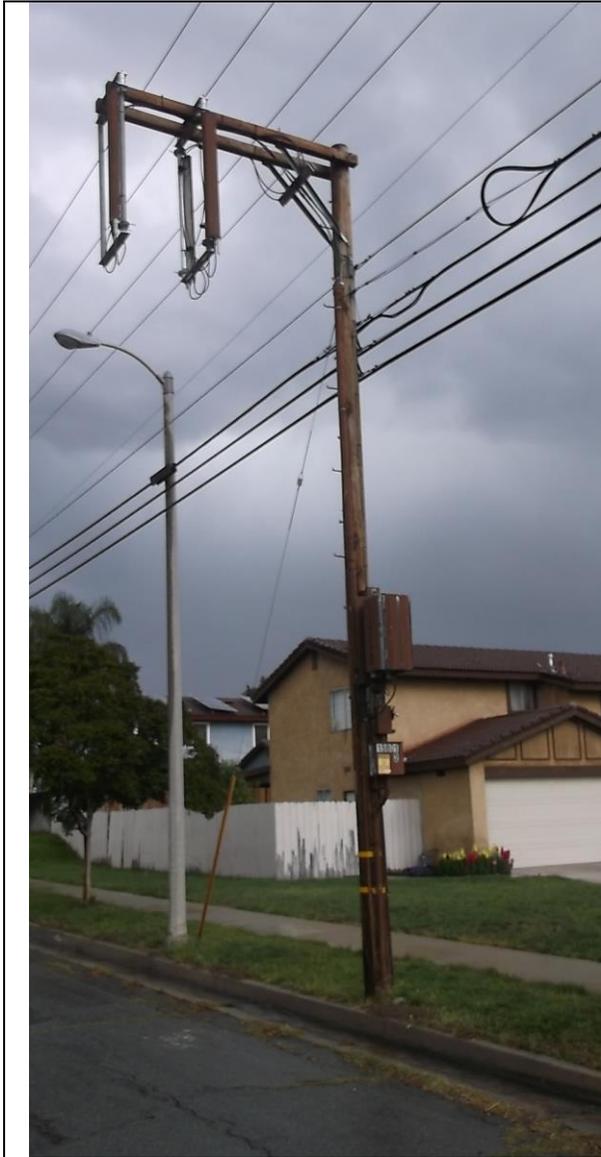


Single crossarm, no bracing, supporting incidental wiring and omni-directional rod



Double crossarms (alley arms) w/braces, supporting incidental wiring and pipe brackets w/directional panels

ATTACHMENT E – ANTENNA POLES



Joint use pole, w/pole mounted equipment, vertical risers, pole-to-pole cables, anchor guy, two wood crossarms, w/braces, supporting incidental wiring and and pipe brackets w/directional panel antennas –below HV lines (unattached)



Joint use pole, w/ ground mounted equipment, vertical communication and power risers, two wood crossarms, w/braces, supporting incidental wiring and and pipe brackets w/directional panel antennas – below HV lines (attached)

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



November 4, 2003

Advice Letter 1742-E

NOV 10 2003
REVENUE & TARIFFS DEPT.

Mr. Akbar Jazayeri, Director
Revenue and Tariffs
Southern California Edison Company
P O Box 800
Rosemead, CA 91770

Reference: Contract Information for Access to Support Structures, Pursuant to
Decision No. 98-10-058, Appendix A, Rule VI

Dear Mr. Jazayeri:

Advice Letter 1742-E is effective October 15, 2003. A copy of the advice letter is sent herewith
for your records.

Sincerely,

A handwritten signature in cursive script that reads "Paul Clavin".

Director
Energy Division

September 5, 2003

ADVICE 1742-E
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Informational Advice Letter

Contract Information for Access to Support Structures, Pursuant to
Decision No. 98-10-058, Appendix A, Rule VI

PURPOSE

In compliance with Appendix A, Section VI.C.2 of Decision 98-10-058 , dated October 22, 1998, Southern California Edison Company (SCE) hereby submits for filing and public inspection its standard pole attachment agreement and a list of the parties that have executed this agreement.

BACKGROUND

On October 22, 1998, the California Public Utilities Commission (Commission) issued D.98-10-058, which promulgated rules by which telecommunications carriers and cable television companies may obtain access to public utility rights-of-way and support structures. As stated in Rule 1A of these rules, the rules are not compulsory, but are to be applied as guidelines by parties in negotiating rights-of-way access agreements.

Pursuant to D.98-10-058, SCE negotiated a standard agreement with the California Cable Television Association (CCTA), which represents most of the cable companies in SCE's service territory and which was authorized by those cable companies to negotiate standardized terms for pole attachment access with SCE. Together, SCE and CCTA created the attached standard pole license agreement that strikes an acceptable balance between operational and other concerns of the utility and the needs of the cable/telecommunications companies for efficient access to SCE's support structures. SCE makes this negotiated standard contract available to any third party that

qualifies for access under the mandatory attachment rules of D.98-10-058, regardless of whether they are members of CCTA.

SCE used this standard agreement with Nextlink of California, LLC., which SCE filed for approval in Advice 1395-E on July 30, 1999.¹ Since that time, SCE has executed the standard agreement 93 times with multiple parties, both CCTA members and non-members.

In compliance with Appendix A, Rule VI.C.2 of D.98-10-058, SCE gives notice that it has entered into standard agreements with 23 other cable or telecommunications companies. In every case the contract is the same as the contract submitted in Advice 1395-E (and the standard agreement attached hereto), except for the contract date, the licensee's name, business and notice addresses, the licensee's signature "block," and the current annual pole license fee shown in the third sentence of paragraph 4 of the standard agreement. SCE computes the new annual license fee for poles once each year according to the pricing formula approved for SCE in D.98-04-062 and puts the new rate into effect for all mandatory access users on July 1 of each year. Upon request, SCE will provide the Commission actual copies of the 93 agreements executed with the parties identified on the attached list.

EFFECTIVE DATE

This advice filing will become effective on the 40th calendar day after the date filed, which is October 15, 2003.

NOTICE

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received by the Energy Division and SCE no later than 20 days after the date of this advice filing. Protests should be mailed to:

IMC Program Manager
c/o Jerry Royer
Energy Division
California Public Utilities Commission
505 Van Ness Avenue, Room 4002
San Francisco, California 94102
Facsimile: (415) 703-2200
E-mail: jjr@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

In addition, protests and all other correspondence regarding this advice letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:

¹ By letter of August 24, 1999, the Energy Division notified SCE that Advice 1395-E would be effective September 8, 1999.

Akbar Jazayeri
Director of Revenue and Tariffs
Southern California Edison Company
2244 Walnut Grove Avenue, Quad 3D
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Bruce Foster
Vice President of Regulatory Operations
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2040
San Francisco, California 94102
Facsimile: (415) 673-1116
E-mail: Karyn.Gansecki@sce.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

In accordance with Section III, Paragraph G, of General Order No. 96-A, SCE is furnishing copies of this advice filing to the interested parties shown on the attached service list. Address change requests to the attached GO 96-A Service List should be directed to AdviceTariffManager@sce.com or (626) 302-3985. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the advice filing open for public inspection at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's web site at <http://www.sce.com/adviceletters>.

For questions, please contact Zach Buhler at (626) 302-4813 or by electronic mail at Zach.Buhler@sce.com.

Southern California Edison Company

Akbar Jazayeri

AJ:zb
Enclosures

ATTACHMENT 1

POLE LICENSE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA EDISON
AND

This Pole License Agreement (“Agreement”) is made as of this ____ day of _____, 2002, (“Effective Date”) by and between Southern California Edison Company (“SCE”), a California corporation, and _____ a _____ corporation (“Licensee”), individually “Party” and collectively “Parties.”

SCE herein provides Licensee with a license to install cables and ancillary equipment on or near certain specified poles owned solely or jointly by SCE, pursuant to Public Utilities Code Section 767.5 and California Public Utilities Commission (“CPUC”) Decision 98-10-058, issued on October 22, 1998 in Docket R.95-04-043/I.95-04-044 (“Decision”) and the rules contained therein. Both Parties hereto agree that the terms and conditions in this License are consistent with the Decision.

These terms and conditions of this Agreement are as follows:

1. Grant of License.

SCE hereby grants Licensee a nonexclusive license permitting the attachment of Licensee's cables and ancillary equipment, as described below (collectively, an "Attachment") to the SCE space on each of the poles specifically identified in Exhibit A ("SCE Pole Space"), subject to the terms and conditions set forth herein. This license will include permission to make one cable attachment in a portion of the pole known as the "communications space," and to attach risers in the “common space,” to the extent that common space is available. Ancillary equipment, such as meters or power supply units, shall be placed on pedestals located near the pole whenever possible; provided, however, that Licensee is not required to relocate ancillary equipment which SCE authorized Licensee to install in the common space prior to the effective date of this Agreement. In the event that it is not feasible to locate ancillary equipment on a pedestal near the pole, written authorization from SCE shall be required to install such equipment in the “common space”. Licensee acknowledges that it is not authorized to use hereunder any SCE poles which are not specifically identified in Exhibit A, and that SCE has not made any representation or warranty whatsoever concerning the availability of any other SCE pole or poles. If Licensee requires electric service to operate any ancillary equipment located on

or near such a pole, then Licensee shall comply with SCE's procedures for requesting such service. If electric service is requested, it will be supplied pursuant to the terms and conditions of SCE's applicable electric service tariffs.

2. Non-Interference With Utility Services or Attachments.

a. SCE reserves to itself the right to maintain SCE Pole Space and to operate its facilities in such a manner as will enable it to provide utility services and perform related utility operations.

b. Licensee agrees that its Attachments must not in any way adversely affect or interfere with SCE's utility services or operations, or with the services or operations of other third parties using the pole. If SCE determines that any such Attachment is adversely affecting or interfering with SCE's utility services, or is notified by a third party that the Attachment is adversely affecting or interfering with other services or operations, upon oral or written notice by SCE, Licensee must immediately cease said interference and repair the condition.

c. Licensee acknowledges that its license right may be terminated by SCE in accordance with the terms of this Agreement for reasons related to SCE's operation of its electric utility system, including removal or abandonment of the pole. Licensee specifically acknowledges that nothing in this Agreement obligates SCE to maintain any pole for a period longer than the period SCE determines said pole is needed to meet the utility's electric service requirements.

d. If an incident occurs whereby SCE's utility services and Licensee's service on a pole are both adversely affected, and restoration of both Parties' services cannot be accomplished at the same time, then restoration of SCE's utility services shall take priority over Licensee's restoration of its service; provided, however, that SCE shall not unreasonably delay Licensee's opportunity to restore its service. SCE shall permit Licensee to make repairs to restore its service, as long as such restoration efforts do not interfere with SCE's restoration activities.

e. Licensee agrees that before installing a new Attachment or modifying an existing Attachment, Licensee shall notify SCE of the schedule for such work, at least 30 days prior to the start of any work, and obtain SCE's written approval, which approval shall not be unreasonably withheld. Where an emergency modification to an Attachment is requested by the Licensee to repair an interruption of existing service to Licensee's customers, then SCE will respond in writing, if possible, to Licensee's request within one business day of receipt of the emergency request. The making of an Attachment without SCE's prior written approval shall constitute an "unauthorized attachment" under the Decision and shall subject the Licensee to the penalties specified therein or otherwise agreed upon by the Parties.

3. Technical Specifications for Attachment by Licensee.

Any Attachment authorized hereunder shall conform to and be installed or maintained in accordance with applicable construction and safety requirements, including the anchorage requirements included in Attachment A. Further, all ancillary equipment placed on or near the pole shall be clearly and visibly marked in such a way as to identify it as Licensee's property.

4. Annual License Fee.

Licensee shall pay an Annual License Fee that shall be calculated each year in accordance with Rule VI.B.I.b.(1) of the Decision. The Annual License Fee shall go into effect on July 1 of each year and remain in effect until June 30 of the next year. The current Annual License Fee is \$_____ per pole. The Annual License Fee due upon execution of this Agreement or upon approval of additional Attachments pursuant to Section 5 below, shall be prorated based upon the number of days from the date of execution until July 1. Not later than June 1 of each year this Agreement is in effect, SCE will mail a written notice to Licensee setting forth the new Annual License Fee taking effect on July 1 of that year. SCE shall calculate a total Annual License Fee by applying the new Annual License Fee to the total number of SCE Pole Attachments. SCE will invoice the Annual License Fee in two installments, on or about January 1 and July 1, and Licensee shall pay each installment in full within 30 days thereafter.

5. Addition, Deletion or Termination of a Pole Attachment.

a. If Licensee wishes to add an additional attachment under this Agreement, then Licensee must request approval of the new attachment pursuant to SCE's current Request for Access procedure, which is attached as Attachment A. Attachment A may be modified by SCE from time to time in a manner that is not inconsistent with the Decision. If SCE approves the Licensee's request for a new pole Attachment under this procedure, as evidenced by SCE's signature on the approval line of SCE's Request for Access form, then Exhibit A of this Agreement will be deemed updated and the new Attachment will be subject to the terms and conditions applicable to existing Attachments under this Agreement.

b. If the Licensee wishes to terminate an existing Attachment, then it will submit written notice to SCE using the applicable SCE form (a current copy of this form SCE 34-4 is included in Attachment A). If the notice is submitted at least two months prior to either one of the two invoice dates specified in Section 4, above, then the Annual License Fee calculation for poles for the next invoice will not include the terminated pole(s). Termination of a pole Attachment, however, shall not release the Licensee from its obligations to pay the current installment of the Annual License Fee which is due under Section 4 and any amounts otherwise due to SCE as of the termination date.

c. In the event of a termination of an Attachment, unless otherwise directed by SCE, Licensee shall promptly remove any cable or ancillary equipment associated with the terminated Attachment in accordance with the standards for performing work on or near a pole identified in Section 11(a) and at Licensee's sole risk and expense. If the Licensee does not promptly remove the terminated Attachment as described above, then SCE may remove the cable or ancillary equipment associated with the terminated Attachment and invoice the Licensee for any costs incurred by SCE as a result, including any storage costs. In addition, SCE may suspend the Licensee's right to make new attachments pursuant to Section 5a and pursue remedies for a default under Section 16.

6. Installation, Maintenance and Repair.

a. Licensee shall, at its sole risk and expense, make any authorized Attachments and install, maintain and repair ancillary equipment authorized for placement upon an SCE pole. Licensee shall be solely responsible for all work and materials required for the Attachment, including any required for the installation, maintenance and repair of such ancillary equipment. If Licensee elects not to use its own personnel to perform the work, then Licensee shall select and supervise the licensed general contractor used by Licensee to perform the installation, maintenance or repair work and the Licensee shall remain responsible for the work. In addition, the Licensee shall be responsible for ensuring that said contractor fully complies with the obligations of Licensee under this Agreement, including complying with any applicable requirements and specifications as such are further described in Section 6(b) and Section 11 below. Licensee further agrees to require insurance from said independent contractor, as further identified below, and to require that SCE be an additional named insured and loss payee on any liability insurance policy required under this Agreement, as further described in Section 15 below. SCE shall have the right to require Licensee and its contractor to suspend immediately, upon oral notice, any work being performed or to be performed by Licensee or its contractor hereunder whenever such work is being performed or is to be performed in a manner contrary to this Agreement, or in any manner which is likely to cause injury to persons or damage to property. Licensee or its contractor shall not resume any such work until SCE has given its approval to do so.

b. The Attachment shall at all times be maintained in a safe condition and in good repair. Installation, maintenance and repair by the Licensee, or as a result of work performed under Licensee's direction, shall be done in conformity with any requirements and specifications prescribed by all applicable laws and the regulations, orders and decrees of all lawfully constituted bodies and tribunals pertaining to pole construction.

c. Licensee shall notify SCE when installation is complete. SCE shall have the right to inspect Licensee's Attachment and any installation of equipment upon a pole which is made under this Agreement once installation is

complete. If SCE elects to exercise this right, then Licensee shall pay the actual costs incurred by SCE to perform this inspection within 30 days of receiving an invoice from SCE and SCE shall provide Licensee with the results of its inspection, including identification of any deficiencies identified by SCE as part of this inspection. SCE further reserves the right, at such other times as SCE in its judgment deems appropriate, to conduct additional inspections of the Attachment, including any related equipment, at no additional cost to Licensee. Any inspection under this section, whether made or not, shall not relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement to install, maintain and operate an Attachment in a safe manner, and in compliance with all applicable ordinances, codes, statutes, regulations laws, and rules as set forth in Sections 6(b) and 11. Licensee further agrees not to hold SCE liable for any loss or damages resulting directly or indirectly from any inspection by SCE or SCE's failure to inspect, and to indemnify SCE from any third party claim that SCE's inspection or failure to inspect resulted, directly or indirectly in any loss or damage.

d. If Licensee fails to install and use an Attachment within the nine month period specified in the Decision, then the approval granted by SCE for Attachment under this Agreement shall be automatically revoked, and the access rights granted herein shall revert back to SCE, and this Attachment shall be deemed terminated by default to the Licensee. Licensee shall not be entitled to a refund of any of the Annual License Fee.

7. Changes to an Attachment or to a Pole.

a. Authorized Changes to an Attachment by the Licensee. Licensee, with SCE's prior written approval, may make changes to an Attachment authorized hereunder where the change does not involve any change in the position of any SCE equipment or facilities or third party equipment or facilities.

b. Authorized Changes to an Attachment by SCE. In the event that SCE must rearrange any existing attachments to accommodate a new or modified Attachment by Licensee, then Licensee agrees to pay SCE's costs for said rearrangement promptly upon demand. Licensee understands that SCE may, from time to time, have to rearrange Licensee's Attachments to permit additional attachments in the communication space. SCE shall provide written notice to Licensee before Licensee's Attachment is rearranged. When the rearrangement is being made to accommodate new or modified attachments for the provision of SCE's electric utility service, Licensee will, upon demand, promptly pay its share of the rearrangement costs, which shall equal SCE's total cost to rearrange non-SCE attachments divided by the total number of attachments that are rearranged.

c. Expansion or Replacement of a Pole. In the event that SCE, or a joint owner with SCE of a jointly-owned pole, must expand or replace an existing pole to accommodate a new or modified Attachment by Licensee, then

Licensee agrees to pay the costs associated with the replacement or expansion of the existing pole. If SCE notifies Licensee that an expansion or replacement of a pole is otherwise needed to permit additional attachments in the communications space, then SCE shall provide written notice to Licensee of the proposed replacement or expansion. Licensee will fully cooperate with SCE in making the needed changes, including promptly notifying SCE about whether the Licensee desires to maintain its Attachment. If Licensee elects to maintain its Attachment, said election to be presumed unless SCE is notified to the contrary by the Licensee, then Licensee will upon demand promptly pay its share of the costs of the pole expansion or replacement, including the costs associated with the change-out, as specified in the Decision.

d. Reclamation of Pole Space. SCE may reclaim any space occupied by the Licensee upon written notification to Licensee that the space is needed so SCE can provide utility services and that there are no other feasible alternatives to meet SCE's utility needs. In the case where SCE has need of existing space which is occupied by the equipment of Licensee, SCE must first give Licensee the option to pay for the cost of the rearrangement or expansion necessary to maintain its attachment. In order to justify a reclamation of space, SCE must justify that the space is reasonably and specifically needed to serve its customers and that there are no other cost effective, feasible solutions to meet its needs, other than reclamation or rearrangement, and that there are no technological means of increasing capacity of the support structure for additional attachments. In such event, SCE shall attempt to negotiate with the Licensee to reach a solution to the capacity problem in good faith. In the event of a dispute over reclamation of space and displacement of the Licensee, SCE may not displace Licensee, or require that Licensee remove its attachments, without obtaining CPUC authorization to do so, which shall be sought pursuant to the expedited dispute resolution process in the Decision.

e. Undergrounding. If SCE is required to underground cable or other equipment attached to a pole, then SCE will notify the Licensee. If Licensee wishes to use the new underground facilities, then Licensee may request such access under SCE's current terms and conditions for providing access to such facilities pursuant to Rule 20, or any successor regulation, and shall be responsible for paying any associated charges.

8. Non-Exclusive and Non-Precedential Nature of Rights.

Nothing in this Agreement shall preclude SCE from granting any third party permission to use available space on a pole, nor shall this Agreement restrict Licensee from negotiating with other pole owners for use of space on their poles.

9. Joint Use of Pole After Attachment by Licensee.

a. Nothing in this Agreement shall be construed as affecting any rights or privileges conferred by SCE, by contract or otherwise, to others not

Parties to this Agreement to use any poles covered by this Agreement; and SCE shall have the right to confer, continue or extend such rights or privileges. The privileges herein granted to Licensee shall at all times be subject to any such contracts and arrangements.

b. Neither SCE, nor a joint owner with SCE of a jointly-owned pole, shall be liable to Licensee for any interruptions to Licensee's service or for any interference with the Licensee's Attachment, or with the operation of Licensee's equipment arising in any manner from use by SCE, or other owners, of the pole or from use of any equipment located on or near the poles.

10. Property Rights.

a. Licensee warrants that it has all necessary licenses, permits, authorizations, and rights necessary for it to engage in communications and/or cable businesses in the State of California, to utilize public rights of way, and to qualify for access to utility rights of way and poles pursuant to the Decision.

b. The Decision requires that where SCE does not own the property on which its poles or other support structures are located, then the Licensee must obtain the necessary access and/or use rights from the owner(s) of the property before attaching or installing any equipment. Licensee shall be solely responsible for obtaining, and maintaining in full force and effect, any necessary franchises, easements, licenses, permits, certificates or grants from state, county, regulatory or local authorities and private owners of real property to make an Attachment, as well as to install, operate and maintain any related equipment, within private or public rights-of-way.

c. Nothing in this Agreement shall be construed to confer any permit, license, or grant to use the property of any persons other than SCE. This written revocable license to Licensee to use SCE-owned poles, or space on a pole that is partially owned or controlled by SCE, is expressly subject to the requirement, as further described above, that the Licensee obtain any necessary third party rights to access and/or use the non-SCE owned property before making any Attachments hereunder.

d. Nothing herein shall be deemed to grant to Licensee: (i) any rights or property interests in any of SCE's property, including to any poles, or (ii) any license, easement, assignment, lease, sublease, transfer or conveyance or other property or other legal right to exercise any of SCE's rights to erect or maintain any poles, electrical lines or other equipment or facilities, in, over, through, under, across, along or upon any property of another. Further, no such rights are given, created or transferred to Licensee pursuant to this Agreement, including without limit any aerial rights, despite the installation and maintenance of any type or form of improvements or equipment, no matter how long maintained. Licensee specifically agrees that it shall never claim any such rights based on this Agreement.

e. Licensee's interest under this Agreement shall be and remain a revocable license. Any assertion, statement, or claim by Licensee that Licensee has acquired any rights other than a revocable license to make the Attachment which is authorized hereunder, shall constitute a default. Notwithstanding the restrictions in the previous sentence, Licensee may assert that under the decision in Salvaty v. Falcon Cable Television, 165 Cal. App. 3d 798; 212 Cal. Rptr. 31 (Mar. 1985), Licensee is entitled to use certain of Licensor's easements for the placement of Licensee's cable and ancillary equipment, and Licensor may contest this assertion.

f. Upon notice from SCE to Licensee that the use by Licensee of any pole is, or may be, forbidden by federal, state or municipal authorities, or private owners of real property, or that such use would constitute a trespass because of the expiration, termination, cancellation or revocation of any of Licensee's property rights, any permission to attach to such pole or poles which was provided under this Agreement shall immediately terminate and Licensee shall forthwith terminate its Attachment and remove any equipment from the pole unless the governmental authority or private owner consents to Licensee's continued occupancy while Licensee is pursuing administrative or judicial review or the owner is enjoined from demanding removal of the Attachment and equipment.

11. Duty of Care and Responsibilities for Damages.

a. Licensee shall, at all times and at its sole expense, keep and maintain the Attachment and any related equipment in conformity with the requirements of this Agreement. Licensee shall install, operate and maintain the Attachment in compliance with SCE's standards for performance of such work, as updated from time to time, and in conformity with all applicable ordinances, codes, statutes, regulations and laws, including, but not limited to, the specifications in the CPUC's General Orders 95 and 128, as updated from time to time, and any other regulations subsequently issued by the CPUC applicable to Attachments, the National Electrical Safety Code and CAL/OSHA Title 8. Where the requirements of a General Order and a CAL/OSHA requirement are consistent or additive, then they both shall apply; in the event of any conflict between a General Order and a CAL/OSHA requirement, then the General Order shall govern. Licensee's rights hereunder also shall be subject to the provisions of applicable ordinances, codes, statutes, regulations and laws, including General Order 69-C, dated and effective July 10, 1985, as updated or modified from time to time.

b. Licensee shall exercise special precautions to avoid causing damages to SCE property or the property of any third party. Licensee shall be fully responsible for any and all loss from any failure to exercise such care, including damages due to any loss of use or liability for consequential damages. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged properties and to SCE.

c. Licensee covenants and agrees that SCE shall not be liable for any damage or injury of any kind or nature to Licensee's property, equipment, employees, agents, servants, or independent contractors or any other third party invitees of Licensee, except where SCE is determined to have caused this damage by its sole negligence or willful misconduct.

12. Subsequent Modifications to the Decision.

The Parties are aware that Attachment services are being offered by SCE in response to a requirement contained in the Decision and pursuant to Public Utilities Code Section 767.5. If the Decision is invalidated or changed in any material respect after the effective date of this Agreement by law or regulation or by a regulatory, administrative or judicial decision, then the Parties agree to meet in good faith to discuss modifications to this contract, as appropriate. If the Parties are unable to agree on modifications, then the Parties may seek resolution of the dispute by the California Public Utilities Commission. Any agreed-upon modifications shall not affect any obligations to make payments which have accrued prior to the modification.

13. Liability and Indemnification.

a. Except as provided in Section 13b, the Parties mutually agree to indemnify and hold harmless as Indemnitees, each other, and their parent and affiliates, and their agents, consultants, employees, officers, directors and shareholders from and against any and all fines, penalties, losses, costs, damages, judgments, expenses or liabilities (hereinafter individually and collectively called "Liabilities") including, but not limited to, Liabilities claimed to result from the injury to or death of any person, or damage to or loss or destruction of any property arising out of the Party's negligent performance or nonperformance of its obligations to the extent such Liabilities exceed the applicable insurance coverage in Section 15 of this Agreement. Liabilities covered under this Section 13 shall include, any liability that SCE may suffer or incur arising out of any actual or alleged invasion or interference with the property rights of any third parties. Notwithstanding the foregoing, neither Party shall be required to indemnify the other for Liabilities which take the form of indirect, special, or consequential damages (including, without limit, loss of business, prospective business, revenues or profits); except where such Liabilities arise out of the willful misconduct of a Party. Each party shall, as soon as practicable, notify the other Party of any suit or other legal proceeding asserting a claim for Liabilities.

b. If the Licensee fails to comply with any provision of Section 15 of this Agreement, including, without limit, any failure to: (1) obtain and maintain the required insurance; (2) name SCE as an additional insured and loss payee; or (3) require its insurance provider to pay a third party claim which is covered by the insurance required under Section 15, or if the claim for Liabilities relates to an Attachment for which the Licensee was required to obtain written authorization from SCE and did not do so, then Licensee shall indemnify, defend

and hold harmless as “Indemnitees” SCE its parent and affiliates, and the agents, consultants, employees, officers, directors and shareholders of SCE and its affiliates, and, at the option of SCE, defend it or them from and against any and all “Liabilities”) including, but not limited to, Liabilities claimed to result from the injury to or death of any person, or damage to or loss or destruction of any property arising in whole or in part out of the negligent performance or nonperformance by Licensee or its contractors of their obligations regardless of the negligence of any Indemnitee. Notwithstanding the foregoing, Licensee shall not be required to indemnify, defend and hold harmless SCE for Liabilities that take the form of indirect, special, or consequential damages, (including without limit, loss of business, prospective business, revenues or profits, except where such liabilities arise in whole or in part out of the willful misconduct of the Licensee or its contractors.)

c. In no event shall SCE be liable to Licensee, anyone claiming under Licensee, or any of Licensee’s customers for any consequential, incidental or special damages or lost profits incurred or alleged to have been incurred by anyone.

d. This Section 13 shall survive the termination, expiration or cancellation of this Agreement.

14. Performance Bond or Security Agreement.

SCE may, at its option, whenever the credit rating of the Licensee falls below the rating level of CCC and as a condition to permitting an Attachment or the use of a pole hereunder, require Licensee to furnish a bond or security agreement in such sum and in such form, as SCE deems appropriate and/or any additional proof of credit worthiness. If proof of credit worthiness is requested by SCE, then Licensee shall provide such proof within 30 days. Moreover, if required, this bond or security agreement shall remain in force for such time as Licensee has an Attachment, any related equipment on SCE property, or any unsatisfied obligations under this Agreement.

15. Insurance.

At all times during the term of this Agreement, Licensee shall maintain and shall require its subcontractors that do any work pursuant to this Agreement to maintain insurance coverage, as described below:

a. Worker's Compensation Insurance with statutory limits, in accordance with the laws of the State of California, and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000). Licensee shall require its insurer to waive all rights of subrogation against SCE, its officers, agents and employees.

b. Comprehensive Bodily Injury and Property Damage Liability Insurance, including owner's and contractor's protective liability, product/completed operations liability, contractual liability and automobile liability,

with a combined single limit of not less than \$2,000,000 for each occurrence. Such insurance shall (a) name SCE, its officers, agents, and employees as additional insureds and loss payees, but only for Licensee's acts or omissions; (b) be primary for all purposes; and (c) contain standard cross-liability provisions.

Written proof of compliance with the requirements of this section, consisting of Certificates of Insurance and a copy of the Additional Insured Endorsement to Licensee's insurance policy(s), in a form acceptable to SCE, will be provided to and approved by SCE prior to any Attachment hereunder, or the related installation of any equipment on or near a pole, and prior to the expiration of each policy year thereafter. Notwithstanding the previous sentence, SCE shall have the right at any time to notify the Licensee of any deficiency in insurance coverage which comes to its attention and Licensee shall be required to promptly provide acceptable proof of full compliance with these insurance requirements. The Certificates of Insurance shall provide that this insurance shall not be terminated, canceled or reduced except on thirty days' prior written notice to SCE. In the event of any termination, cancellation or reduction in the insurance coverage reflected by a Certificate of Insurance, Licensee shall promptly obtain replacement insurance, so as not to reduce or impair the coverage required to be maintained herein, and shall submit a new Certificate of Insurance reflecting the new insurance coverage to SCE. Failure to provide and maintain such insurance, without any lapse or reduction in coverage, shall constitute a default under this Agreement.

16. Remedies In the Event of Default.

a. In addition to the other events of default specified herein, if Licensee should default in performance of any other obligations placed on Licensee under this Agreement, including by a failure to perform work required to be performed by the Licensee or its contractor or subcontractor hereunder, then this failure may be declared by SCE to be an event of default hereunder and SCE may seek any remedy available to it at law or equity. If the event of a default involving any non-performance or inadequate performance of work required to be performed by the Licensee hereunder, except where such failure raises safety concerns in SCE's sole judgement, Licensee will have 30 days from the date of the default to cure the default to SCE's satisfaction.

b. The occurrence of any of the following events shall constitute financial insolvency and shall serve as a default hereunder:

(i) Licensee files for protection under the Bankruptcy Code of the United States or any similar provisions under the laws for the State of California;

(ii) Licensee has a receiver, trustee, custodian or similar official appointed for all or substantially all of its business or assets; or

(iii) Licensee makes an assignment for the benefit of its creditors.

In the case of any financial insolvency event, as described above, SCE may also immediately suspend Licensee's right to make any new Attachments under Section 5a until Licensee demonstrates to SCE's satisfaction that the financial insolvency has been remedied.

c. In addition to any other rights of SCE hereunder or at law or equity, if the Licensee fails to cure a default to SCE's satisfaction by the end of the cure period specified in section 16.a, then SCE may elect to: (1) perform any unperformed or inadequately performed work at Licensee's sole risk and expense, and Licensee, on demand, will reimburse SCE for the entire expense thereby incurred or (2) terminate the Attachment and require that Licensee remove the terminated Attachment in accordance with Section 5.d.

d. In addition to the above remedies for an uncured default, SCE can suspend Licensee's ability to make new Attachments pursuant to Section 5a until Licensee establishes the event of default has been cured to SCE's satisfaction.

e. The above remedies in the event of a default shall not limit SCE's right to seek CPUC authorization to seek suspension or other penalties in the event of multiple or continuing defaults by evoking the expedited dispute resolution process in the Decision.

f. If SCE fails to comply with a term or condition of this Agreement, Licensee shall provide written notice to SCE of such non-compliance. SCE shall then have a reasonable period of time from receipt thereof to reasonably cure such non-compliance. If the non-compliance cannot be reasonably cured within this reasonable period, then SCE and Licensee shall work together to effect a cure until such time as it becomes evident that no cure can be effected.

g. SCE and Licensee agree that, as of the effective date of this Agreement, it is impractical if not impossible to reasonably ascertain the extent of damages which would be incurred by Licensee and/or its customers as a result of a material breach by SCE of its obligations under this Agreement. Accordingly, when it is established that there has been material breach of the Agreement, SCE and Licensee agree to the payment of liquidated damages in the total amount of the Annual License Fee. This provision for liquidated damages is intended to be compensatory and not punitive and shall be deemed an exclusive remedy and afford the exclusive procedure for remedying a material breach of this Agreement by SCE. A material breach of this Agreement, for purposes of this Agreement, shall consist of any failure by SCE to complete any of its obligations under this Agreement unless such failure is caused by conditions or actions not under SCE's control.

17. Payment of Bills.

All amounts payable to SCE under the provisions of this Agreement shall, unless otherwise specified, be due and payable within thirty (30) days of the invoice date. Unless SCE otherwise specifies in writing, the amount shall be made payable to SCE and forwarded to the person to whom notices are sent under Section 21 of this Agreement. If payment is not made when due, then the unpaid amount shall accrue interest from the original payment date in the invoice at the maximum rate allowed by law. In addition, if payment is not received within three months of this date, then Licensee shall be in default and SCE may pursue the remedies set forth in Section 16, subparts c through e above.

18. Term and Termination.

a. This Agreement shall continue in effect for a term of one year from the Effective Date hereof and said term will be automatically extended for another one year term period on the anniversary of the Effective Date.

b. Any termination of this Agreement in whole or in part shall not release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, which may have accrued or which may be accruing, or which arises out of any claim that may have accrued or may be accruing at the time of termination.

19. Assignment.

Licensee may not assign, transfer, sublease, or sublet any right, obligation, or privilege given to it hereunder without SCE's prior written consent; the execution of a new agreement by any approved successor shall be required as a condition to such consent.

20. Taxes.

Licensee shall pay when due all taxes as a result of any Attachment or installation of equipment on a SCE pole including, but not limited to, special assessments and government fees of any kind whatsoever which may be levied or assessed upon any personal property which Licensee has caused to be placed or maintained upon SCE's facilities, or against Licensee's business and shall keep SCE's facilities free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use, occupancy, or maintenance of SCE's facilities by Licensee or by any person claiming under Licensee. It is further agreed that in the event Licensee fails to pay the above-mentioned taxes, assessments, or liens when due, SCE shall have the right to pay the same and charge the amount thereof to Licensee, who shall pay the same upon demand together with interest at the maximum rate allowed by law from the date of such expenditure by SCE.

21. Notice.

Whenever in this Agreement notice is provided or required to be given by one Party hereto to another, such notice shall be in writing and transmitted by United States mail or by personal delivery to SCE (Attention: Joint Pole Administration) at its office at 14005 South Benson Avenue, Chino, CA 91710 or to Licensee, ATTN: Contact Manager, or as the case may be or to such other address as either Party hereto may, from time to time, designate for that purpose, and shall be deemed given two (2) days after it is sent by certified mail, with a return receipt requested.

22. General Provisions.

a. Encumbrances. Licensee shall prevent any and all liens from attaching, as a result of Licensee's activities respectively under this Agreement, to any property of SCE upon which Licensee has made an Attachment or upon which any of Licensee's equipment is attached or installed.

b. Independent Contractual Relationship. Nothing in this Agreement shall create any special relationship between SCE and Licensee, such as an agency relationship; the Parties' only relationship under this Agreement is one of independent contracting parties.

c. No Rights to Trademarks. Licensee shall not use "SCE," "Southern California Edison Company," "SCE" or any other words and marks owned by or used by SCE in identifying itself, or by others in referring to it, without specific written permission from SCE to do so.

d. Choice of Law. This Agreement and performance under this Agreement shall be governed, interpreted, construed, and regulated by the laws of the State of California.

e. No Third Party Beneficiaries. All of the terms, conditions, rights and duties provided for in this Agreement are and always shall be solely for the benefit of SCE and Licensee, as specified herein. No third party (including customers of either SCE or Licensee) shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement.

f. Force Majeure. Except for the payment of monies due under this Agreement, neither Party shall be deemed in default hereunder to the extent that any delay or failure in the performance of its obligations results from causes beyond its reasonable control and without its fault or negligence. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay. If any excused delay occurs, the Party unable to perform shall give immediate notice to the other Party, while simultaneously seeking, in good faith to utilize reasonable alternative means for accomplishing the purposes of this Agreement and preventing delay.

g. Attorney's Fee. If SCE should bring any suit, action, or other legal proceeding against Licensee hereunder or in connection herewith, it shall be entitled to recover, in addition to any judgment or decree for costs, such reasonable attorney's fees as it may have incurred in such suit, action, or other legal proceeding, together with other reasonable litigation expenses.

h. Waiver. The failure of SCE to enforce any provision of this Agreement or the waiver thereof in any instance, including but not limited to the rights to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect.

i. Void or Voidable Provisions. If any part or parts of this Agreement conflicts with any law or shall be held to be void, voidable, unenforceable or invalid by any court of competent jurisdiction, for reasons which are independent of those addressed in Section 12 of this Agreement, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of the Agreement shall continue in full force and effect.

j. Scope of Agreement. This Agreement, including the attached exhibits, incorporates all covenants and understandings between SCE and the Licensee. No other verbal or written agreements or understandings exist between the Parties regarding an Attachment to SCE poles. Any modification to this Agreement shall be ineffective unless reduced to writing and signed by the Parties. This Agreement supersedes any prior agreements between the Parties which set forth the terms and conditions for Attachment to a SCE pole or for the installation of authorized equipment as an adjunct to such Attachment.

k. Headings and Exhibits. The captions of the paragraphs and sections of this agreement are for convenience in reference only and shall not affect the interpretation of this Agreement. Exhibits referenced herein are incorporated by said reference and may only be modified by written agreement of the Parties.

By signing below, the signatories hereto represent and warrant that they have been duly and properly authorized to sign this Agreement on behalf of the Party for whom they sign.

Southern California Edison Company

Licensee

By: _____
A. L. Grant
Vice President

By: _____
Name: _____
Title: _____

Attachment 2 List of Access Agreements

| Contract No. | Customer | Address / Location |
|--------------|-------------------------|--|
| 0001 | Charter Communications | 151 N. Main Street, Porterville, CA. 93257 |
| 0002 | Adelphia Communications | 1830 E. Warner Avenue, Santa Ana, CA. 92706 |
| 0004 | Charter Communications | 12490 Business Center Drive, Ste. 1, Victorville, CA 92392 |
| 0006 | Media One (AT&T) | 6314 Arizona Place, Los Angeles, CA. 90045 |
| 0007 | Time Warner Comm. | 959 South Coast Drive, Ste. 300, Costa Mesa, CA. 92626 |
| 0008 | Adelphia Communications | 15255 Salt Lake Avenue, City of Industry, CA. 91745 |
| 0009 | Media One (AT&T) | 605 East "G" Street, Wilmington, CA. 90744 |
| 0010 | Charter Communications | 6680 View Park Court, Riverside, CA. 92503 |
| 0011 | Adelphia Communications | 1722 Orange Tree Lane, Redlands, CA. 92374 |
| 0012 | Media One (AT&T) | 1581 Commerce Street, Corona, CA. 92888 |
| 0014 | Adelphia Communications | 4077 West Stetson Ave, Hemet, CA. 92545 |
| 0015 | Adelphia Communications | 15055 Oxnard Street, Van Nuys, CA. 91411 |
| 0016 | Adelphia Communications | 2323 Teller Road, Newbury Park, CA. 91320 |
| 0017 | Media One (AT&T) | 550 N. Continental Avenue, El Segundo, CA. 90245 |
| 0018 | Media One (AT&T) | 644 South "B" Street, Tustin, CA. 92680 |
| 0019 | Media One (AT&T) | 2204 N. Long Beach Blvd., Compton, CA. 90221 |
| 0020 | Media One (AT&T) | 550 N. Continental Avenue, El Segundo, CA. 90245 |
| 0022 | Adelphia Communications | 2939 Nebraska Avenue, Santa Monica, CA. 90404 |
| 0023 | Adelphia Communications | 1830 E. Warner Avenue, Santa Ana, CA. 92706 |
| 0024 | Adelphia Communications | 1830 E. Warner Avenue, Santa Ana, CA. 92706 |
| 0025 | Adelphia Communications | 1260 Dupont Street, Ontario, CA. 91761 |
| 0026 | Adelphia Communications | 1260 Dupont Street, Ontario, CA. 91761 |
| 0027 | Time Warner Comm. | 959 South Coast Drive, Ste. 300, Costa Mesa, CA. 92626 |
| 0028 | Media One (AT&T) | 1581 Commerce Street, Corona, CA. 92888 |
| 0029 | Adelphia Communications | 3125 Firestone Blvd, South Gate, CA. 90280 |
| 0093 | Avenue TV Cable | 1954 East Main Street, Ventura, CA. 93002 |
| 0110 | Bright House Network | 3701 N. Sillect Avenue, Bakersfield, CA. 93308 |
| 0113 | Time Warner Comm. | 41725 Cook Street, Palm Desert, CA. 92211 |
| 0115 | Time Warner Comm. | 41725 Cook Street, Palm Desert, CA. 92211 |
| 0120 | Time Warner Comm. | 9260 Topanga Canyon Chatsworth, CA. 91311 |
| 0122 | NPG Cable Inc. | 129 South Second Street, Blythe, CA. 92226 |
| 0128 | Charter Communications | 601 S. Glenoaks Blvd., Burbank, CA. 91502 |
| 0129 | Media One (AT&T) | 22620 Market Street, Santa Clarita, CA. 91322 |
| 0130 | Bright House Network | 3701 N. Sillect Avenue, Bakersfield, CA. 93308 |
| 0152 | NPG Cable Inc. | P.O. BOX 396, Mammoth Lakes, CA. 93546 |
| 0157 | Media One (AT&T) | 10000 Commerce Avenue, Tujunga, CA. 91042 |
| 0166 | Adelphia Communications | 721 Mulhardt Avenue, Oxnard, CA. 93030 |
| 0167 | Media One (AT&T) | 556 Birch Street, Elsinore, CA. 92530 |
| 0174 | Edgewise Media Services | 917 East Katella Avenue, Anaheim, CA. 92805 |
| 0194 | Media One (AT&T) | 543 Inyokern Road, Ridgecrest, CA. 93555 |
| 0199 | Mountain Cablevision | P.O. BOX 2169, Frazier Park, CA 93225 |
| 0201 | Media One (AT&T) | 1581 Commerce Street, Corona, CA. 92888 |
| 0208 | Adelphia Communications | 4344 Eagle Rock Blvd., Los Angeles, CA. 90041 |
| 0210 | Media One (AT&T) | 2441 N. Grove Industrial Drive, Fresno, CA. 93727 |
| 0211 | Time Warner Comm. | 959 South Coast Drive, Ste. 300 Costa Mesa, CA. 92626 |
| 0213 | Time Warner Comm. | 959 South Coast Drive, Ste. 300 Costa Mesa, CA. 92626 |
| 0224 | Dessert Hot Springs Ca. | 11855 Palm Drive, Desert Hot Springs, CA. 92240 |

Attachment 2

| Contract No. | Customer | Address / Location |
|--------------|-------------------------|--|
| 0227 | Adelphia Communications | 20965 Lycoming Street, Walnut, CA. 91789 |
| 0232 | Mountain Shadows Cable | 2258 Bradford Avenue, Highland, CA. 92346 |
| 0235 | Adelphia Communications | 721 Mulhardt Avenue, Oxnard, CA. 93030 |
| 0249 | Adelphia Communications | 7500 Kickapoo Trail P.O. BOX 280 Yucca Valley, CA. 92284 |
| 0251 | Charter Communications | 3806 Cross Creek Road, Malibu, CA. 90265 |
| 0255 | Charter Communications | 12490 Business Center Drive, Ste. 1, Victorville, CA 92392 |
| 0259 | Charter Communications | 4031 Via Oro Avenue, Long Beach, CA. 90810 |
| 0260 | Cox Communications | 29947 Avenida De Las Banderas Rancho Santa Margarita, CA. 92688 |
| 0261 | Capps TV Electronics | 1399 Arundell Avenue, Ventura, CA. 93003 |
| 0264 | Adelphia Communications | 41551 10th Street, West Palmdale, CA. 93551 |
| 0265 | Media One (AT&T) | 5595 Corporate Drive, Cypress, CA. 90630 |
| 0268 | Charter Communications | 3806 Cross Creek Road, Malibu, CA. 90265 |
| 0270 | Charter Communications | 9536 "C" Avenue, Hesperia, CA. 92345 |
| 0271 | USA Media | 201 East Line Street, P.O. BOX 787, Bishop, CA. 93515 |
| 0273 | Media One (AT&T) | 20930 Bonita Avenue, Carson, CA. 90746 |
| 0277 | Media One (AT&T) | 1581 Commerce Street, Corona, CA. 92888 |
| 0279 | Media One (AT&T) | 2441 N. Grove Industrial Drive, Fresno, CA. 93727 |
| 0281 | NPG Cable Inc. | P.O. BOX 396 Mammoth Lakes, CA. 93546 |
| 0282 | Time Warner Comm. | 9260 Topanga Canyon, Chatsworth, CA. 91311 |
| 0284 | Adelphia Communications | 2323 Teller Road, Newbury Park, CA. 91320 |
| 0289 | Adelphia Communications | 2811-B McGaw Avenue, Irvine, CA. 92614 |
| 0292 | USA Media | P.O. BOX 787, Bishop, CA. 93515 |
| 0294 | Adelphia Communications | 41551 10th Street, West Palmdale, CA. 93551 |
| 0295 | Adelphia Communications | 1260 Dupont Street, Ontario, CA. 91761 |
| 0305 | Charter Communications | 7337 Central Avenue, Riverside, CA. 92504 |
| 0306 | Charter Communications | 4781 Irwindale Avenue, Irwindale, CA. 91706 |
| 0307 | Mediacom California | 27192-A Sun City Blvd., Sun City, CA. 92586 |
| 0311 | Las America's Broadband | 785 Tucker Road, Ste. G, Tehachapi, CA. 93561 |
| 0322 | Cox Communications | 43 Peninsula Center Rolling Hills, CA. 90274 |
| 0328 | Cox Communications | 22 South Fairview Avenue, Goleta, CA. 93117 |
| 0333 | Catalina Cable | 222 Metropole Avenue, Avalon, CA. 90704 |
| 0335 | Media One (AT&T) | 5595 Corporate Drive, Cypress, CA. 90630 |
| 0340 | Adelphia Communications | 3041 E. Mira Loma Avenue, Anaheim, CA. 92806 |
| 0348 | Adelphia Communications | 1722 Orange Tree Lane, Redlands, CA. 92374 |
| 0365 | Cox Communications | 29947 Avenida De Las Banderas, Rancho Santa Margarita, CA. 92688 |
| 0368 | Time Warner Comm. | 1881 West Main Street, Barstow, CA. 92311 |
| 0371 | Time Warner Telecom | 430 N. Vineyard, Ste. 150, Ontario, CA. 91764 |
| 0375 | Media One (AT&T) | 605 East "G" Street, Wilmington, CA. 90744 |
| 0377 | Mediacom California | 27192-A Sun City Blvd., Sun City, CA. 92586 |
| 0381 | Adelphia Communications | 1041 E. Alostia Avenue, Glendora, CA. 91740 |
| 0384 | Adelphia Communications | 721 Mulhardt Avenue, Oxnard, CA. 93030 |
| 0397 | ICG | 36 Executive Park Ste. 200 Irvine, CA. 92614 |
| 0407 | XO Comm. | 11111 Sunset Hills Road, Weston, VA. 20190 |
| 0413 | RCN | 14605 South Main Street, Gardena, CA. 90248 |
| 0418 | Altrio Comm. | 2702 Media Center Drive, Los Angeles, CA. 90065 |
| 0420 | Level Three Comm. | 1025 El Dorado Blvd., Broomfield, CO. 80021 |

| Cable Co. | Renter # | Address / Location |
|-------------------------|-----------------|---|
| Adelphia Communications | 0002 | 1830 E. Warner Ave. Santa Ana, CA. 92706 |
| Adelphia Communications | 0008 | 15255 Salt Lake Ave. City of Industry, CA. 91745 |
| Adelphia Communications | 0011 | 1722 Orange Tree Lane Redlands, CA. 92374 |
| Adelphia Communications | 0014 | 4077 West Stetson Ave. Hemet, CA. 92545 |
| Adelphia Communications | 0015 | 15055 Oxnard St. Van Nuys, CA. 91411 |
| Adelphia Communications | 0016 | 2323 Teller Rd. Newbury Park, CA. 91320 |
| Adelphia Communications | 0022 | 2939 Nebraska Ave. Santa Monica, CA. 90404 |
| Adelphia Communications | 0023 | 1830 E. Warner Ave. Santa Ana, CA. 92706 |
| Adelphia Communications | 0024 | 1830 E. Warner Ave. Santa Ana, CA. 92706 |
| Adelphia Communications | 0025 | 1260 Dupont St. Ontario, CA. 91761 |
| Adelphia Communications | 0026 | 1260 Dupont St. Ontario, CA. 91761 |
| Adelphia Communications | 0029 | 3125 Firestone Blvd. South Gate, CA. 90280 |
| Adelphia Communications | 0166 | 721 Mulhardt Ave. Oxnard, CA. 93030 |
| Adelphia Communications | 0208 | 4344 Eagle Rock Blvd. Los Angeles, CA. 90041 |
| Adelphia Communications | 0227 | 20965 Lycoming St. Walnut, CA. 91789 |
| Adelphia Communications | 0235 | 721 Mulhardt Ave. Oxnard, CA. 93030 |
| Adelphia Communications | 0249 | 7500 Kickapoo Trail P.O. BOX 280 Yucca Valley, CA. 92284 |
| Adelphia Communications | 0264 | 41551 10th St. West Palmdale, CA. 93551 |
| Adelphia Communications | 0284 | 2323 Teller Rd. Newbury Park, CA. 91320 |
| Adelphia Communications | 0289 | 2811-B McGaw Ave. Irvine, CA. 92614 |
| Adelphia Communications | 0294 | 41551 10th St. West Palmdale, CA. 93551 |
| Adelphia Communications | 0295 | 1260 Dupont St. Ontario, CA. 91761 |
| Adelphia Communications | 0340 | 3041 E. Mira Loma Ave. Anaheim, CA. 92806 |
| Adelphia Communications | 0348 | 1722 Orange Tree Lane Redlands, CA. 92374 |
| Adelphia Communications | 0381 | 1041 E. Alostia Ave. Glendora, CA. 91740 |
| Adelphia Communications | 0384 | 721 Mulhardt Ave. Oxnard, CA. 93030 |
| Altrio Comm. | 0418 | 2702 Media Center Dr. Los Angeles, CA. 90065 |
| Avenue TV Cable | 0093 | 1954 East Main St. Ventura, CA. 93002 |
| Bright House Network | 0110 | 3701 N. Sillect Ave. Bakersfield, CA. 93308 |
| Bright House Network | 0130 | 3701 N. Sillect Ave. Bakersfield, CA. 93308 |
| Capps TV Electronics | 0261 | 1399 Arundell Ave. Ventura, CA. 93003 |
| Catalina Cable | 0333 | 222 Metropole Ave. Avalon, CA. 90704 |
| Charter Communications | 0001 | 151 N. Main Street Porterville, CA. 93257 |
| Charter Communications | 0004 | 12490 Business Center Dr. Ste. 1 Victorville, CA 92392 |
| Charter Communications | 0010 | 6680 View Park Court Riverside, CA. 92503 |
| Charter Communications | 0128 | 601 S. Glenoaks Blvd. Burbank, CA. 91502 |
| Charter Communications | 0251 | 3806 Cross Creek Rd. Malibu, CA. 90265 |
| Charter Communications | 0255 | 12490 Business Center Dr. Ste. 1 Victorville, CA 92392 |
| Charter Communications | 0259 | 4031 Via Oro Ave. Long Beach, CA. 90810 |
| Charter Communications | 0268 | 3806 Cross Creek Rd. Malibu, CA. 90265 |
| Charter Communications | 0270 | 9536 "C" Ave. Hesperia, CA. 92345 |
| Charter Communications | 0305 | 7337 Central Ave. Riverside, CA. 92504 |
| Charter Communications | 0306 | 4781 Irwindale Ave. Irwindale, CA. 91706 |
| Cox Communications | 0260 | 29947 Avenida De Las Banderas Rancho Santa Margarita, CA. 92688 |
| Cox Communications | 0322 | 43 Peninsula Center Rolling Hills, CA. 90274 |
| Cox Communications | 0328 | 22 South Fairview Ave. Goleta, CA. 93117 |
| Cox Communications | 0365 | 29947 Avenida De Las Banderas Rancho Santa Margarita, CA. 92688 |
| Dessert Hot Springs Ca. | 0224 | 11855 Palm Dr. Desert Hot Springs, CA. 92240 |

| Cable Co. | Renter # | Address / Location |
|-------------------------|-----------------|--|
| Edgewise Media Services | 0174 | 917 East Katella Ave. Anaheim, CA. 92805 |
| ICG | 0397 | 36 Executive Park Ste. 200 Irvine, CA. 92614 |
| Las America's Broadband | 0311 | 785 Tucker Rd. Ste. G Tehachapi, CA. 93561 |
| Level Three Comm. | 0420 | 1025 El Dorado Blvd. Broomfield, CO. 80021 |
| Media One (AT&T) | 0006 | 6314 Arizona Pl. Los Angeles, CA. 90045 |
| Media One (AT&T) | 0009 | 605 East "G" St. Wilmington, CA. 90744 |
| Media One (AT&T) | 0012 | 1581 Commerce St. Corona, CA. 92888 |
| Media One (AT&T) | 0017 | 550 N. Continental Ave. El Segundo, CA. 90245 |
| Media One (AT&T) | 0018 | 644 South "B" St. Tustin, CA. 92680 |
| Media One (AT&T) | 0019 | 2204 N. Long Beach Blvd. Compton, CA. 90221 |
| Media One (AT&T) | 0020 | 550 N. Continental Ave. El Segundo, CA. 90245 |
| Media One (AT&T) | 0028 | 1581 Commerce St. Corona, CA. 92888 |
| Media One (AT&T) | 0129 | 22620 Market St. Santa Clarita, CA. 91322 |
| Media One (AT&T) | 0157 | 10000 Commerce Ave. Tujunga, CA. 91042 |
| Media One (AT&T) | 0167 | 556 Birch St. Elsinore, CA. 92530 |
| Media One (AT&T) | 0194 | 543 Inyokern Rd. Ridgecrest, CA. 93555 |
| Media One (AT&T) | 0201 | 1581 Commerce St. Corona, CA. 92888 |
| Media One (AT&T) | 0210 | 2441 N. Grove Industrial Dr. Fresno, CA. 93727 |
| Media One (AT&T) | 0265 | 5595 Corporate Dr. Cypress, CA. 90630 |
| Media One (AT&T) | 0273 | 20930 Bonita Ave. Carson, CA. 90746 |
| Media One (AT&T) | 0277 | 1581 Commerce St. Corona, CA. 92888 |
| Media One (AT&T) | 0279 | 2441 N. Grove Industrial Dr. Fresno, CA. 93727 |
| Media One (AT&T) | 0335 | 5595 Corporate Dr. Cypress, CA. 90630 |
| Media One (AT&T) | 0375 | 605 East "G" St. Wilmington, CA. 90744 |
| Mediacom California | 0307 | 27192-A Sun City Blvd. Sun City, CA. 92586 |
| Mediacom California | 0377 | 27192-A Sun City Blvd. Sun City, CA. 92586 |
| Mountain Cablevision | 0199 | P.O. BOX 2169 Frazier Park, CA 93225 |
| Mountain Shadows Cable | 0232 | 2258 Bradford Ave. Highland, CA. 92346 |
| NPG Cable Inc. | 0122 | 129 South Second St. Blythe, CA. 92226 |
| NPG Cable Inc. | 0152 | P.O. BOX 396 Mammoth Lakes, CA. 93546 |
| NPG Cable Inc. | 0281 | P.O. BOX 396 Mammoth Lakes, CA. 93546 |
| RCN | 0413 | 14605 South Main ST. Gardena, CA. 90248 |
| Time Warner Comm. | 0007 | 959 South Coast Dr. Ste. 300 Costa Mesa, CA. 92626 |
| Time Warner Comm. | 0027 | 959 South Coast Dr. Ste. 300 Costa Mesa, CA. 92626 |
| Time Warner Comm. | 0113 | 41725 Cook St. Palm Desert, CA. 92211 |
| Time Warner Comm. | 0115 | 41725 Cook St. Palm Desert, CA. 92211 |
| Time Warner Comm. | 0120 | 9260 Topanga Canyon Chatsworth, CA. 91311 |
| Time Warner Comm. | 0211 | 959 South Coast Dr. Ste. 300 Costa Mesa, CA. 92626 |
| Time Warner Comm. | 0213 | 959 South Coast Dr. Ste. 300 Costa Mesa, CA. 92626 |
| Time Warner Comm. | 0282 | 9260 Topanga Canyon Chatsworth, CA. 91311 |
| Time Warner Comm. | 0368 | 1881 West Main St. Barstow, CA. 92311 |
| Time Warner Telecom | 0371 | 430 N. Vineyard Ste. 150 Ontario, CA. 91764 |
| USA Media | 0271 | 201 East Line St. P.O. BOX 787 Bishop, CA. 93515 |
| USA Media | 0292 | P.O. BOX 787 Bishop, CA. 93515 |
| XO Comm. | 0407 | 11111 Sunset Hills Rd. Weston, VA. 20190 |

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



March 8, 2007

Advice Letter 2982-E

Rose de la Torre
Pacific Gas & Electric
77 Beale Street, Room 1088
Mail Code B10C
San Francisco, CA 94105

Subject: Informational Telecommunications Advice Letter

Dear Ms. de la Torre:

Advice Letter 2982-E is effective March 15, 2007. A copy of the advice letter is returned herewith for your records.

Sincerely,

Sean H. Gallagher, Director
Energy Division

| | |
|-----------------------------|---------------|
| REGULATORY RELATIONS | |
| M Brown Tariffs Section | D Poster |
| R Dela Torre | M Hughes |
| B Lam | |
| MAR 12 2007 | |
| Return to _____ | Records _____ |
| | File _____ |
| cc to _____ | |



Brian K. Cherry
Vice President
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

Mailing Address
Mail Code B10C
Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177

415.973.4977
Internal: 223.4977
Fax: 415.973.7226
Internet: BKC7@pge.com

February 13, 2007

Advice 2982-E
(Pacific Gas and Electric Company ID U39 E)

Subject: Informational Telecommunications Advice Letter

Public Utilities Commission of the State of California

Purpose

In compliance with Appendix A, Rule VI, of Decision D.98-10-058, dated October 22, 1998, Pacific Gas and Electric Company (PG&E) hereby submits for information purposes, copies of its standard Overhead Facilities License Agreement between PG&E and a list of the parties that have executed the agreement.

Background

On October 22, 1998, the California Public Utilities Commission (Commission) issued D.98-10-058, which promulgated rules by which telecommunications carriers and cable television companies could obtain access to public utilities rights-of-way and support structures. As stated in Rule 1A of these rules, the rules are not compulsory, but are to be applied as guidelines by parties in negotiating rights-of-way access agreements.

In accordance with D.98-10-058, PG&E negotiated a standard agreement with the California Cable Television Association (CCTA), which represents cable companies in PG&E's service territory and which was authorized by those cable companies to negotiate standardized terms for pole attachment access with PG&E. Together, PG&E and the CCTA created the attached Overhead Facilities License Agreement that strikes an acceptable balance between operational and other concerns of the utility and the needs of the cable/telecommunications companies for efficient access to PG&E's support structures. PG&E makes this negotiated standard contract available to any third party that qualifies for access

under the mandatory attachment rules of D.98-10-058, regardless of whether they are members of the CCTA.

PG&E has developed this standard agreement which has been entered into with each of the parties listed in Attachment 1. In total, to date, PG&E has executed the standard agreement 43 times with multiple parties, both CCTA members and non-members.

In compliance with Appendix A, Rule VI of D.98-10-058, PG&E gives notice that it has entered into standard agreements with 27 cable or telecommunications companies. In every case the contract is the same as standard contract in Attachment 2, except in the following respects: the contract date, the licensee's name, business and notice addresses, and the licensee's signature "block." PG&E computes the new annual license fee for poles once each year according to the pricing formula approved for PG&E in D.98-04-062. Presently, for 2007, the rate is \$13.60 per attachment in accordance with Public Utilities Code Section 767.5. PG&E puts the new rate into effect for all mandatory access users on January 1st of each year. Upon request, PG&E will provide the Commission actual copies of any or all 43 agreements executed with the parties identified on the attached list.

Protests

Anyone wishing to protest this filing may do so by filing a protest with the CPUC and the Company by **March 5, 2007**, which is 20 days after the filing date, at the following address:

CPUC Energy Division
Attn: Tariff Unit, 4th Floor
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, California 94102
Facsimile: (415) 703-2200
E-Mail: mas@cpuc.ca.gov and jnj@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission:

Brian K. Cherry
Vice President, Regulatory Relations
Pacific Gas and Electric Company
P.O. Box 770000, Mail Code B10C
San Francisco, California 94177
Facsimile: (415) 973-7226
E-Mail: PGETariffs@pge.com

Effective Date

PG&E requests that this advice filing become effective on regular notice, **March 15, 2006**, which is 30 calendar days after the date of filing.

NOTICE

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached lists and the service list for R.95-04-043. Address changes should be directed to Rose de la Torre at (415) 973-4716. Advice letter filings can also be accessed electronically at:

<http://www.pge.com/tariffs>



Vice President - Regulatory Relations

Attachments 1-2

cc: R.95-04-043
OH License Agreement Customers (All parties listed in Attachment 1 will receive this document via US Mail)

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. Pacific Gas and Electric Company (ID39E)

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: David Poster

Phone #: (415) 973- 1082

E-mail: dxpu@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
 PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: **2982-E**

Subject of AL: Informational Telecommunications Advice Letter

Keywords (choose from CPUC listing): Overhead Facilities License Agreements

AL filing type: Monthly Quarterly Annual One-Time Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: D.98-10-058

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL: _____

Resolution Required? Yes No

Requested effective date: **03-15-07**

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

mas@cpuc.ca.gov and jnj@cpuc.ca.gov

Utility Info (including e-mail)

Attn: Brian K. Cherry

Vice President, Regulatory Relations

77 Beale Street, Mail Code B10C

P.O. Box 770000

San Francisco, CA 94177

E-mail: PGETariffs@pge.com

PG&E Advice 2982-E

Attachment 1

List of OH License Agreements

| AGR No. | Customer | Contact | Contract Mailing Address | City | State | Zip Code |
|-------------|--|---------------------|--|----------------|-------|----------|
| 2005-02-004 | City of San Bruno Municipal Cable Television | Mr. Tenzin Gyaltzen | 567 El Camino Real | San Bruno | CA | 94066 |
| 2005-04-001 | Horizon Cable TV, Inc | Mr. Kevin Daniel | 227 South Oakwood Drive, Suite 5 | Novato | CA | 94949 |
| 2005-04-006 | Mediacom California, LLC | Mr. Shawn Swatosh | P.O. Drawer 1180 | Clearlake Oaks | CA | 95423 |
| 2005-04-030 | Central Valley Cable TV, LLC | Mr. Tom Gelardi | 7145 N. Traverse | Clovis | CA | 93619 |
| 2005-06-024 | Cableview Communications, Inc. | Mr. David Langhout | P.O. Box 619 | Esparto | CA | 95627 |
| 2005-08-030 | Matrix Cablevision Inc. | Mr. Brad Daniel | 12361 Saratoga - Sunnyvale Rd, #F | Saratoga | CA | 95070 |
| 2005-10-002 | Rapid Cable, LLC | Ms. Belinda Murphy | 19336 Goddard Ranch Court, Suite 220 | Morrison | CO | 80465 |
| 2005-10-003 | Quincy Community TV Association | Mr. Terence Kidd | PO Box 834 | Quincy | CA | 95971 |
| 2005-1001 | Comcast Cable Communication Management, LLC | Mr. Dave Simmons | 2500 Bates Avenue | Concord | CA | 94520 |
| 2005-1002 | Comcast Cable Communication Management, LLC | Mr. Dave Simmons | 2500 Bates Avenue | Concord | CA | 94520 |
| 2005-1003 | Comcast Cable Communication Management, LLC | Mr. Dave Simmons | 2500 Bates Avenue | Concord | CA | 94520 |
| 2005-1004 | Comcast Cable Communication Management, LLC | Mr. Dave Simmons | 4350 Pell Drive | Sacramento | CA | 95838 |
| 2005-1005 | Comcast Cable Communication Management, LLC | Mr. Dave Simmons | 2500 Bates Avenue | Concord | CA | 94520 |
| 2005-1006 | Comcast Cable Communication Management, LLC | Mr. Dave Simmons | 2500 Bates Avenue | Concord | CA | 94520 |
| 2005-1007 | Comcast Cable Communication Management, LLC | Mr. Dave Simmons | 4350 Pell Drive | Sacramento | CA | 95838 |
| 2005-1008 | Comcast Cable Communication Management, LLC | Mr. Cliff Grable | 2441 N. Grove Industrial Dr. | Fresno | CA | 93727 |
| 2005-1009 | Comcast Cable Communication Management, LLC | Mr. Thomas Jansen | 2323 Thompson Way | Santa Maria | CA | 93455 |
| 2005-1010 | Century Mendocino Cable Television, Inc. | Mr. Steve Lamb | 1060 North State | Ukiah | CA | 95482 |
| 2005-1011 | Charter Communications Holding Company, LLC (Redding Division) | Ms. Suzanne Curtis | 4031 Via Oro Avenue | Long Beach | CA | 90810 |
| 2005-1012 | Charter Communications Holding Company, LLC (Gilroy Division) | Ms. Suzanne Curtis | 4031 Via Oro Avenue | Long Beach | CA | 90810 |
| 2005-1013 | Charter Communications Holding Company, LLC (West Sacramento Division) | Ms. Suzanne Curtis | 4031 Via Oro Avenue | Long Beach | CA | 90810 |
| 2005-1014 | Charter Communications Holding Company, LLC (Turlock Division) | Ms. Suzanne Curtis | 4031 Via Oro Avenue | Long Beach | CA | 90810 |
| 2005-1015 | Charter Communications Holding Company, LLC (Porterville Division) | Ms. Suzanne Curtis | 4031 Via Oro Avenue | Long Beach | CA | 90810 |
| 2005-1016 | Charter Communications Holding Company, LLC (San Luis Obispo Division) | Ms. Suzanne Curtis | 4031 Via Oro Avenue | Long Beach | CA | 90810 |
| 2005-1017 | Techcore Consultants Inc., dba Almega Cable | Mr. Thomas Kurien | 4001 West Airport Freeway Suite 530 | Bedford | TX | 76021 |
| 2005-1020 | Suddenlink Communications | Ms. Stacy Mirkay | 12444 Powerscourt Dr, Suite 140 | St. Louis | MO | 63131 |
| 2005-1022 | Northland Cable Television, Inc | Ms. Kellie Sera | 101 Stewart St, Suite 700 - attn legal | Seattle | WA | 98101 |
| 2005-13-002 | DCA Cable, Inc. | Mr. Steve Lamb | 1060 North State | Ukiah | CA | 95482 |
| 2005-15-001 | Boulder Ridge Cable TV dba Starstream | Mr. Kirk Ellingson | P.O. Box 1140 | Rocklin | CA | 95677 |
| 2005-15-006 | Boulder Ridge Cable TV dba Starstream | Mr. Kirk Ellingson | P.O. Box 1140 | Rocklin | CA | 95677 |
| 2005-16-012 | Sierra Nevada Communications | Mr. Tim Holden | PO Box 281 | Standard | CA | 95373 |
| 2005-16-013 | Volcano Vision, Inc | Mr. Steve Stone | P.O. Box 890 | Pine Grove | CA | 95665 |
| 2005-16-017 | Volcano Vision, Inc | Mr. Steve Stone | P.O. Box 890 | Pine Grove | CA | 95665 |

List of OH License Agreements

| AGR No. | Customer | Contact | Contract Mailing Address | City | State | Zip Code |
|-------------|---|---------------------|---------------------------------|--------------|-------|----------|
| 2005-16-022 | Calaveras CableVision | Mr. James Tower | PO Box 578 | Copperopolis | CA | 95228 |
| 2005-18-016 | San Simeon Community Cable, Inc | Mr. Jim Seagle | 2415 Unit #E Village Lane | Cambria | CA | 93428 |
| 2005-19-004 | Boulder Ridge Cable TV dba Starstream | Mr. Seth Johannesen | 615 Bear Creek Road | Garberville | CA | 95542 |
| 2005-25-018 | Bright House networks, LLC | Mr. Paul Cochran | 3701 North Sillect Avenue | Bakersfield | CA | 93308 |
| 2005-25-040 | Ponderosa Cablevision | Mr. Eric Vargas | 47034 Road 201 | O'Neals | CA | 93645 |
| 2005-L010 | Naval Postgraduate School | Ms. Teresa Gentry | 555 Dyer Rd. Bldg 130 room 162 | Monterey | CA | 93943 |
| 2005-L011 | Paxio, Inc. | Mr. Phillip Clark | 10568 Magnolia Ave., Suite 127 | Anaheim | CA | 92804 |
| 2005-L012 | WilTel Communications, LLC | Mr. Charlie Wesley | 1025 El Dorado Blvd | Broomfield | CO | 80021 |
| LL-CEB | Cebridge Connections | Ms. Stacy Mirkay | 12444 Powerscourt Dr, Suite 140 | St. Louis | MO | 63131 |
| 2005-L013 | MCImetro Access Transmission Services LLC | Chris Wilkinson | 6929 N Lakewood Ave MD 2.1-106 | Tulsa | OK | 74117 |

PG&E Advice 2982-E

Attachment 2



**Overhead Facilities
License Agreement**

between

Pacific Gas and Electric Company

and

XXXCable TV Company

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TELCO CONTACT PERMIT

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Exhibit E – NOTIFICATION OF TELCO CONTACT REMOVAL

Exhibit F – NOTIFICATION OF COMPANY FACILITIES CHANGES

These Exhibits are all single page documents that are part of this Agreement and are attached separately. The exhibits referenced within this Agreement may be revised or converted to an electronic on-line application in the future, which will be deemed an equivalent means of requesting access, providing notification and coordination of the attachments. The Permittee shall use the latest issued exhibits identified by the Company when requesting access, providing notification and coordination of their activities.

OVERHEAD FACILITIES LICENSE AGREEMENT

This Overhead Facilities License Agreement (“**Agreement**”) is entered into by and between **Pacific Gas and Electric Company** (“**Company**”), a California corporation and **XXXCable TV Company** a California corporation (“**Permittee**”) (together, the Company and Permittee shall be referred to as the “**Parties**”), and in consideration of the mutual promises and agreements set forth herein, the Parties hereby agree as follows:

ARTICLE I SCOPE OF AGREEMENT

1.1 SCOPE OF LICENSE

The Company gives Permittee permission, on the terms and conditions stated herein, to install and maintain communications cables and related equipment (hereinafter sometimes collectively referred to as "**Pole Attachment(s)**" or "**Attachment(s)**") in the space below that space assigned for use by electric supply circuits as set forth in General Order (G.O.) 95 of the California Public Utilities Commission (CPUC) on (i) distribution and transmission poles and anchors solely owned or jointly owned by the Company (collectively referred to as “the **Company Pole(s), Overhead Facilities, or the Company Facilities**”) The Company Overhead Facilities are located on rights-of-way (“the **Company Right-Of-Way**”) solely owned or jointly owned or otherwise held and maintained by the Company.

The Company Facilities to be accessed shall be identified by Permittee and submitted to the Company for authorization in the form set forth in Exhibit A.

The term “**Attachment**” shall mean, with respect to the Company Pole(s), a contact on a pole to accommodate or to support a single messenger /strand with single or multiple cables (with the associated guy wire) or piece of equipment (amplifier, power supply, switch and related communication equipment) utilizing one foot (1’-0”) or less of vertical pole space. Every additional foot of vertical pole space utilized by cable(s) or a piece of equipment will be considered an additional Attachment. The installation of a single guy wire attached to anchors associated with the Company Poles shall be considered an additional Attachment and is within this Agreement. The installation of risers (irrespective of length) shall be treated as one Attachment and subject to all provisions of this Agreement, except that risers shall not be subject to any attachment fees under Section 8.1.

The electric connection for power supplies shall be governed by the Company’s electric tariff and not by this Agreement. If any Attachments include metered or unmetered electrical equipment, Permittee shall notify the Company in writing to arrange for electric service and appropriate billing prior to using the Attachment.

1.2 EXHIBITS

The Exhibits referenced within this Agreement, including the Company's estimated unit cost, may be updated or revised as to format and content, or converted to an electronic on-line application in the future by the Company upon a sixty (60) day notice to the Permittee, in a manner not inconsistent with the CPUC Decision 98-10-058, dated October 22, 1998. The Permittee shall use the latest version of the Exhibits provided by the Company to meet the requirements of this Agreement.

1.3 THE COMPANY DISCLAIMER.

Permittee expressly acknowledges that the Company does not represent and warrant that the Company Right-of-Way, whether by easement, franchise, or other form of permission, is broad enough to permit Permittee's Attachments on the Company Facilities or for the exercise by Permittee of any other rights set forth in this Agreement. It shall be the sole responsibility and obligation of Permittee to secure any such further rights or permission for the placement and use of the Permittee's Attachments on the Company Facilities and the Company Right-of-Way as may be necessary, including obtaining any permits required by an authorized permitting agency under the California Environmental Quality Act. Permittee shall obtain any such necessary rights from Granting Authorities. "Granting Authority(ies)" means those persons or entities from whom the Company has received the Company Right-of-Way and includes both governmental and non-governmental entities and persons. This Agreement does not include a conveyance of any interest in real property or the Company Facilities, and Permittee agrees to never claim such interest.

1.4 ASSIGNMENT AND SUBLEASE.

This Agreement and the rights, interests and obligations hereunder are being granted in reliance on the financial standing and technical experience of Permittee and are thus granted personally to Permittee and shall not be assigned or delegated, in whole or in part without the prior written consent of the Company, consent of which shall not be unreasonably withheld. Any attempt to assign or delegate without such consent shall be void. Notwithstanding the foregoing, this Agreement may be assigned or delegated in whole or in part by the Company or Permittee without the Other Party's consent for (i) assignments in connection with interests that arise by reason of any deed of trust, mortgage, indenture or security agreement granted or executed by such Party, (ii) assignments to Affiliates, where, in the absence of the other Party's consent thereto the assigning Party retains responsibility for the payment and performance of all of its obligations and liabilities hereunder, (iii) assignments by operation of law in connection with any merger or consolidation of a Party with or into any Person, whether or not the Party is the surviving or resulting Person, or (iv) assignments to a purchaser of all of the outstanding equity securities of, or substantially all of the assets of, either Party. Any assignment that does not comply with the provisions of this Section 1.4 shall be null and void, and the putative assignee shall have no right to attach to the Company Facilities.

Permittee shall not sublease any of the Company Facilities.

1.5 CERTIFICATION OF PERMITEE.

Permittee warrants it is either (a) a Cable TV company that provides cable service as defined in the Public Utility Code; and/or (b) a telecommunications carrier that has been granted certificates of public convenience and necessity (CPCN) from the CPUC. Permittee warrants that its certificate(s) authorizes it to use governmental Rights-of-Way for the purposes of this Agreement.

The Permittee also represents that it is an entity which is governed by CPUC Decision 98-10-058 and subsequent rulings applying to this decision, and as such has the right-of-way for nondiscriminatory access to the Company Facilities.

1.6 COMMERCIAL MOBILE RADIO SERVICE (CMRS)

Permittee further warrants that it is not entering into this Agreement for the purpose of providing a commercial mobile radio service (CMRS) as defined in the Federal Telecommunications Act of 1996. Permittee further warrants that it shall not install or maintain any Attachments (e.g., antennas or similar equipment) to Company Facilities used in connection as a CMRS provider. For purposes of this Agreement, the term CMRS includes the term "wireless" and service provided by any wireless real time two-way voice communication device, including radio-telephone communications used in cellular telephone service, personal communication service, or the functional or competitive equivalent of a radio-telephone communications line used in cellular telephone service, a personal communication service, specialized mobile radio service, or a network radio access line.

**ARTICLE II
EFFECTIVE DATES OF AGREEMENT AS LICENSE**

2.1 LICENSE

a) This Agreement as a license is given pursuant to the authority of, and upon, and subject to, the conditions prescribed by G.O. 69-C of the CPUC, dated and effective July 10, 1985, which by this reference is incorporated herein. This license is effective the date it is signed and delivered by the Company, and will terminate based on any of the terms and conditions set forth in this Agreement. The Company Attachment rates will be calculated on a year-to-year basis, under the terms of Section 8.1. No Permittee use of any Company Facilities shall create or vest in Permittee any ownership or property rights herein; Permittee's rights hereunder shall be and remain a mere license, but subject to CPUC Decision 98-10-058 dated October 22, 1998, as amended as of the effective date of this Agreement.

b) Pursuant to G.O. 69-C this license is conditioned upon the right of the Company, either upon order of the CPUC, or upon the Company's own decision to commence or resume the use of the property in question whenever, in the interest of the Company's core utility service to its patrons or customers, it shall appear necessary or desirable to do so. The Company will use commercially reasonable efforts to accommodate relocations, rearrangements and replacements under Sections 7.2 and 7.4.

c) Notwithstanding anything in this Agreement to the contrary, including Article IX (“Dispute Resolution”), interpretation of the meaning and effect of G.O. 69-C in this Agreement shall be in the exclusive jurisdiction of the CPUC.

2.2 CHALLENGE TO AGREEMENT

If a Granting Authority, in any forum, in any way challenges, disputes, or makes a claim against the Company’s authority to grant this license, the Company shall give Permittee reasonable notice of same. The Company reserves the right in its sole discretion to require Permittee to remove its Attachments from the Company Facilities which are the subject of the challenge, dispute or claim, within thirty (30) days or less (as required by the Granting Authority or statute) of written notice from the Company. Permittee shall, upon such notice, relinquish use of the Company Facilities, and remove any Attachments promptly prior to the last date specified in the notice. Notwithstanding the above, if within the period described above, Permittee obtains an order from a court or regulatory agency with jurisdiction over the challenge, dispute or claim against the Company’s authority to grant this license, which order allows Permittee to remain attached to the Company Facilities, Permittee shall be allowed to remain on the Company Facilities under the terms of that order, until a final decision or judgment is made at the highest level desired by Permittee. In the event of such contest, Permittee shall indemnify and hold the Company harmless from any expense, legal action, or cost, including reasonable attorneys’ fees, resulting from the exercise of Permittee’s right to contest under this section at Permittee’s sole expense.

2.3 TERM OF AGREEMENT

This Agreement is for a term of **five (5) years** from the date it is signed by the Company. The Company Attachment rates will be calculated on a year-to-year basis, under the terms of Section 8.1.

ARTICLE III PLACING ATTACHMENTS

3.1 PROCESS FOR ATTACHING TO THE COMPANY FACILITIES.

a) Request For Information

Permittee may, from time to time, submit a written request for information about the availability of space on the Company Facilities. The request for information must include the proposed route. Permittee agrees to pay in advance all of the Company’s estimated unit costs currently in effect to respond to the request for information. The total cost for providing the information is reconciled based on actual cost at the end of the project. The Company’s estimated unit costs are set forth in Exhibit C.

b) Request For Access

If Permittee desires to add new facilities, rebuild existing facilities or overlash to existing cables on the Company Facilities, it must submit a request for access using Exhibit A and include the following information for the identified facilities:

- **For Company Pole Attachments** - grade and size of attachment(s), size of cable bundle, average span length, wind loading of their equipment, vertical loading, and bending moments.
- **For Underground Facilities** – [Intentionally omitted.]

Using this data the Company will do engineering evaluations to determine rearrangement, (including replacement, if necessary) or modifications of the Company Facilities to accommodate the attachment. Permittee shall not install any Attachments on or in the Company Facilities without first securing the Company's written authorization.

Permittee agrees to pay in advance all of the Company's estimated unit costs to respond to the request for access. The cost is reconciled based on actual cost at the end of the project. The Company's estimated unit costs are set forth in Exhibit C.

Alternatively, if the Permittee meets the qualifications established by the Company guidelines, it may at its expense do the engineering evaluations to determine and identify the required make ready work. The Company reserves the right to check the accuracy of the Permittee's engineering evaluations and if relevant errors are found, the Permittee shall be notified and advised to resubmit its request with accurate information. If relevant errors result in a request for access that results in an infraction of the applicable codes and standards, Permittee agrees to reimburse the Company for the actual cost of checking the Permittee's initial and resubmitted engineering evaluation.

c) Make Ready Work

Make Ready work is the process of completing rearrangements on or in Company Facilities to create space for the Permittee's attachments, or replacing the existing facilities.

Permittee agrees to pay in advance all of the Company's estimated unit costs to respond to perform the make ready work at Permittee's expense. The Company cost is reconciled based on actual cost at the end of the project. The Company's estimated unit costs are set forth in Exhibit C. Alternatively, the Company will at its discretion allow Permittee to perform the make ready work at Permittee's expense.

3.2 ADDITIONAL ATTACHMENTS

Permittee shall not install any additional Attachments on or in the Company Facilities without first securing the Company's written authorization. The Application for Pole and

Conduit Attachment Contact Permit attached as Exhibit A shall be used for all requests for attachments to the Company Facilities.

Notwithstanding this, for service drop attachments, the Permittee may attach a single cable to provide service to a customer on the closest available service/clearance pole without prior written authorization by the Company. Within ten (10) days of any such installation, the Permittee shall submit an application to the Company using the Pole and Conduit Attachment Contact Permit attached as Exhibit A with Parts 1 & 3 completed and the installation date noted. Each application for service/clearance pole(s) shall include supporting documentation certifying that the Permittee has evaluated each attachment(s) prior to installation and concluded that the attachment conforms with all applicable codes and standards. Upon review, in the event that the Company determines the attachment(s) is noncompliant, the Permittee shall take any actions necessary to correct the condition and that Permittee agrees to be bound by the terms of the License Agreement.

3.3 NO THIRD-PARTY ATTACHMENT

Permittee shall not, without the prior consent in writing of the Company, assign, transfer, sublet or permit any other person or entity to over lash or to make any physical contact or attachment to any of Permittee's facilities which are supported by or placed in or on the Company Facilities. Any attempted assignment in contravention of this section shall be null and void and shall be grounds for the Company to terminate this Agreement. Subject to the foregoing, and Section 1.4, Assignment, this Agreement shall inure to the benefit of and be binding upon the respective heirs, administrators, executors, successors and assigns of the parties hereto.

3.4 INCREMENTAL PROPERTY RIGHTS, AND COSTS:

a) If any time during this Agreement a Granting Authority of the Company makes a demand for additional compensation or indicates its intent to reopen, renegotiate or terminate the Company's franchise, easement, license or other agreement establishing the Company's rights in the Company Right-of-Way as a direct result of the existence of this Agreement, the Company shall promptly notify Permittee. After conferring with the Company and allowing the Company an opportunity to resolve the issue, Permittee may attempt at Permittee's expense to resolve the issue with the Granting Authority through negotiation or settlement. Any decision to commence litigation on behalf of or in the name of the Company shall be in the sole discretion of the Company, and any subsequent litigation, whether brought by the Company at Permittee's request or by such third party Granting Authority, shall be conducted at Permittee's expense, but under the Company's direction and control with respect to any issues materially affecting the Company's rights in the Company Right-of-Way. If the dispute is resolved through negotiation or settlement approved by Permittee (which approval will not be unreasonably withheld), and such resolution requires the payment of additional consideration by the Company, Permittee shall reimburse the Company for the amount of such additional consideration, to the extent such amount is due to Permittee's presence on or in the Company Facilities. If the dispute is resolved through litigation in accordance with the foregoing and the judgment resulting there from requires the payment of additional consideration by the Company, Permittee shall reimburse the Company for the amount of such additional consideration to the extent such amount is due to

Permittee's presence on or in the Company Facilities. If Permittee possesses the power of eminent domain within the relevant jurisdiction, Permittee shall have the right, in its sole discretion, independently of the Company to seek resolution of such a dispute by exercising such power of eminent domain, provided that Permittee shall pay all costs of such exercise. Permittee's obligation to reimburse the Company for the amounts of additional compensation due to Granting Authorities shall survive this Agreement.

b) Notwithstanding the foregoing, the Company after conferring with Permittee at any time and in the Company's sole discretion, may require that Permittee discontinue such attempts to resolve issues with a particular governmental Granting Authority by litigation or otherwise; provided that, such requirement of the Company notwithstanding, Permittee may still continue to attempt to resolve such issues independently of the Company, by litigation or otherwise, so long as the Company is not named, joined or otherwise included as a party or principal in any such litigation or other attempt; and provided further that the foregoing shall not be deemed to prohibit Permittee from exercising any eminent domain rights that Permittee is authorized to pursue within the relevant jurisdiction.

3.5 INNER DUCT INSTALLATION

[Intentionally omitted.]

ARTICLE IV COMPLIANCE WITH LAW AND SAFETY REQUIREMENTS

4.1 APPLICABLE LAW AND REQUIREMENTS.

(a) The Permittee shall install and maintain the Attachments in conformity with all applicable laws, rules, and regulations of state and federal governments, agencies, and other governmental authorities, including, but not limited to, the rules, regulations, and orders of the CPUC, and in conformity with any safety standards or requirements as may be required or specified by the Company in its sole, good faith discretion, and including obtaining any permits required by an authorized permitting agency under the California Environmental Quality Act. All Company Pole Attachments must adhere to the clearance, separation, wind loading and dead-end tensions and other requirements of G.O. 95 of the CPUC or any successor and standards or requirements as may be specified by the Company.

(b) [Intentionally omitted.]

(c) The Permittee shall be solely responsible for the Attachments and shall take all necessary precautions during installation, and maintenance on or near the Company Facilities and the Company Right-of-Way so as to protect all persons and the property of the Company and others from injury and damage. Without limiting the foregoing and without assuming any obligation to maintain or monitor the Attachments, if the Company believes that Permittee's Attachments are in any way endangering any person or property, or are in noncompliance with any requirement referenced in Sections 4.1(a) or (b) above

(a “**Hazardous Condition**”), the Company may, in its sole discretion, take any steps it deems necessary to remedy the Hazardous Condition; in which case Permittee shall be required to reimburse the Company for its actual costs. Notwithstanding the above, the Company shall take reasonable action to notify Permittee of any Hazardous Condition that does not require immediate attention, and where feasible, allow Permittee to correct the Hazardous Condition prior to any corrective action taken by the Company. In addition, if the Company notifies Permittee of any Hazardous Condition, Permittee shall remedy such condition promptly and in no case later than **ten (10) days** after receipt of such notice.

4.2 WORK ON COMPANY POLES

Permittee and its duly authorized contractors, agents and employees (“**Permittee’s Workers**”) shall avoid directly climbing the Company Poles and, if possible, use a ladder or bucket truck to perform work on the Company Pole Attachments. If the use of a ladder or bucket truck is not feasible, Permittee’s workers shall exercise best efforts to make certain that the poles or structures are strong enough to safely sustain the workers’ weight or the change in applied stress before climbing any poles or structures. **HOWEVER, IN NO EVENT SHALL PERMITTEE’S WORKERS CLIMB OR MAKE CONTACT WITH ANY PORTION OF THE ELECTRIC SUPPLY SPACE ON THE COMPANY POLES, INCLUDING WITHOUT LIMITATION THE WIRES, CABLES, RISERS, CONDUIT, CROSS ARMS AND OTHER APPLIANCES OR OTHER ELEMENTS OF THE COMPANY’S ELECTRICAL SUPPLY SYSTEM.** All work on the Company Poles, or under this Agreement to be performed in the proximity of energized electrical conductors shall only be performed by qualified electrical workers in accordance with Title 8 -- State of California High Voltage Safety Orders as amended. Permittee shall provide the Company forty-eight (48) hours advance notice by calling the Company’s designated representative before any work is performed on the Company Overhead Facilities when an electric service shutdown is not required. If an electric service shutdown is required, the Permittee shall arrange a specific schedule with the Company prior to performing any work on the Company Overhead Facilities. The Company reserves the right to an authorized employee or agent of the Company being present when the Permittee’s employee’s, agents, or contractors will be permitted to work in secured areas where safety or system reliability of the Company Overhead Facilities are an issue. Permittee agrees to pay the Company for such Company’s employee based upon the Company’s then current fully loaded labor rate.

4.3 ACCESS TO THE COMPANY UNDERGROUND FACILITIES

[Intentionally omitted.]

4.4 WORK PRIORITY

Permittee’s workers shall conduct its work so as not to interfere or delay any other work performed or scheduled to be performed by the Company or its authorized agents on or near the Company Facilities or the Company Right-of-Way. The Company and its authorized agents shall have priority to access the Company Facilities and the Company Rights-of-Way at any time and Permittee’s workers must adhere to any requests made by the Company to modify or interrupt the work of Permittee’s workers.

4.5 MAINTENANCE OF ATTACHMENTS.

Permittee shall, at its sole expense, keep in good repair and maintain its Attachments. Permittee shall also operate and maintain its Attachments in conformity to CPUC General Orders, the National Electrical Safety Code, the National Electrical Code and all other applicable ordinances, statutes, regulations and laws. If the Company determines that Permittee is not in compliance with any of these applicable requirements, the Company shall inform Permittee in writing and such Hazardous Conditions shall be remedied per Sections 4.1(a) or (b). Permittee shall notify the Company forty-eight (48) hours in advance by calling the Company's designated representative before any routine repair or maintenance of its facilities is performed on the Company Facilities when an electric service shutdown is not required. If an electric service shutdown is required, the Permittee shall arrange a specific schedule with the Company prior to performing any work on the Company Facilities. Emergency restoration of service and maintenance shall be performed per Section 7.7.

4.6 SERVICE CONNECTION/DISCONNECTION

Any electrical service connection or disconnection to the Permittee's Attachments from the Company's overhead or underground electric supply system shall only be performed by the Company in accordance with the Company's rates, applicable tariffs, and CPUC Rules and Regulations.

4.7 IDENTIFICATION TAGS

Permittee shall identify its Attachments to the Company Facilities using weather and corrosive resistant tags (capable of lasting the life of the attachment). The tags shall include Permittee's corporate name legible from the ground, a 24-hour emergency contact number and identify the Company as the licensor. The tag shall be attached in the zone on the pole where Permittee's cable and equipment are located. If adequate identification of all Attachments are not added by the Permittee pursuant to this Agreement, the Company may identify Permittee's facilities and all incurred cost shall be reimbursed by the Permittee.

4.8 POLE PROTECTION

For new construction, replacements, rebuilds and upgrades of the Permittee's facilities, the Permittee shall use, in areas where there is potential for trees to damage poles and to the extent where reasonably available, at the time of attachment to a pole, break-away fasteners or cross arms designed such that in the event a falling tree or other foreign object comes in contact with Permittee's cable in mid-span, the cross arm, bolt or lashing attaching the cable to the pole will fail before the pole fails. Permittee may, with the Company's written consent, use alternative designs capable of accomplishing equivalent results to preserve the pole. Regardless of the presence of breakaway fasteners or the Company-approved alternative design, Permittee shall be responsible for all costs associated with replacing a pole that failed due to Permittee's Attachments. Permittee will comply with any CPUC orders and revisions regarding design and construction standards.

4.9 POLE TREATMENT

Permittee shall treat with a chemical solution of copper naphthenate or the Company approved equivalent all cuts created on new and existing poles by Permittee to accommodate an Attachment, including but not limited to, gains and through holes.

ARTICLE V INDEMNIFICATION AND LIABILITY

5.1 INDEMNIFICATION.

(a) The Parties agree to bear any and all “Losses” (defined below) which arise out of or are in any way connected with the performance of this Agreement as set forth in this section. All losses, fines, penalties, claims, demands, legal liability, damages, attorneys’ fees, costs of investigation and litigation, expenses, settlements, verdicts, awards or judgments (collectively, “Losses”) connected with or resulting from injury to or death of any person (including employees of the Parties), damage to or destruction of any property (including property of the Parties), damage to the environment or any natural resources, or violation of any local, state or federal law, rule or regulation, including but not limited to environmental laws and regulations, however caused on either Party shall be borne as follows:

(1) Any Losses arising from injury to or death of an employee, contractor, subcontractor, or agent of a Party or arising from damage to or destruction of any property of a Party shall be borne by such Party, and such Party shall defend, indemnify and hold harmless the other Party and each of its officers, directors, partners, employees, and agents (“**Indemnitees**”) against such Losses, excepting only Losses as may be caused by the sole negligence or willful misconduct of the Indemnitees.

(2) Excepting Losses arising from injury to or death of an employee, contractor, subcontractor, an agent of a Party or arising from damage to or destruction of any property of a Party, any Losses caused by the joint or concurrent negligence of the Parties or their respective contractors or agents, or by the failure of the Parties to observe or perform any obligation hereunder, shall be borne by the Parties according to their degree of fault.

(3) Any Loss caused by the climbing or entering the Company Facilities by the employee, agent, contractor or subcontractor of a Party shall be borne solely by such Party.

4) Any Loss caused by the sole act or omission of a Party shall be the responsibility of that Party.

If either Party, as the result of any claim for Losses, should be compelled to pay damages to a greater extent than specified in this section, such Party shall have, to the extent of the excess so paid by it, the right of contribution from the other Party.

(b) Notwithstanding the foregoing, Permittee shall indemnify, defend and hold harmless the Company, its officers, directors, partners, agents, and employees (collectively,

“the **Company Indemnitees**”) from and against all claims, demands, losses, damages, expenses, and legal liability connected with or resulting from (i) interruption, discontinuance or interference with Permittee’s service to any of its customers or economic and any economic or commercial loss of Permittee’s customers, resulting there from (but only to the extent of Permittee’s customers’ claims, not those of the Company), with the exception of claims, demands, losses, damages, expenses, and legal liability arising solely from the gross negligence or willful misconduct of the Company or the Company’s agents, employees or independent contractors who are directly responsible to the Company; (ii) Permittee’s failure to comply with applicable rules, regulations or safety standards; and (iii) any and all claims or assessments of any kind or nature, including increased franchise fees, right-of-way or easement fees, made or asserted against the Company Indemnitees by any third party, including any Granting Authority, franchise authority, governmental authority or other property owner as a result of Permittee’s use of, or failure to relinquish use of the Company Facilities or remove any Attachments as may be required by the Company pursuant to Article X Termination. Regardless of fault on behalf of Permittee, the Company shall exercise reasonable commercial effort toward restoring the Company’s service to its customers in accordance with the Company’s customary procedures and priorities, to enable Permittee to restore Permittee’s Attachments on the Company Facilities and to resume service to Permittee’s customers so as to minimize any and all losses once an interruption, discontinuance or interference with a Party’s service to its customers occurs. Nothing in this Article V or Section 5.1 shall affect the application of the provisions of Section 12.14 “No Third Party Beneficiaries”. Under no circumstance shall either Party have the authority to admit any liability on behalf of the other.

(c) Any Party seeking indemnification hereunder (“**Indemnitee**”) shall notify the other party (“**Indemnitor**”) of the nature and amount of such claim and the method and means proposed by the Indemnitee for defending or satisfying such claim within a reasonable time after the Indemnitees receives written notification of the claim. The Indemnitees shall consult with the Indemnitor respecting the defense and satisfaction of such claim, and the Indemnitee shall not pay or settle any such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld or delayed; provided, however, that the Indemnitee’s failure to give such notice shall not impair or otherwise affect the Indemnitor’s obligation to indemnify against such Claim except to the extent that the Indemnitor demonstrates actual damage caused by such failure.

5.2 AD VALOREM INDEMNITY

If the ad valorem property taxes, special assessments, local improvement district levies, or other levies or taxes (collectively, “**Ad Valorem Taxes**”) or bases for ad valorem taxation payable by the Company with respect to the Company Facilities increase as a result of the Permittee’s Attachments, or the Ad Valorem Taxes increase or change due to any construction, installation or improvements provided pursuant to this Agreement, the Company shall deliver to Permittee copies of the relevant tax bills and supporting materials along with a detailed calculation of such taxes to be paid by Permittee only to the extent such Ad Valorem Tax exceeds the amount which the Company would otherwise pay. Within thirty (30) days Permittee shall pay or reimburse the Company for such amounts. Permittee may make such reimbursements or payments under protest, in which event Permittee and the

Company shall attempt to agree upon a calculation of the amount payable by Permittee. If agreement cannot be reached, either party may refer the dispute to mediation in accordance with the provisions of Article IX. Permittee also shall be responsible for timely payment of any Ad Valorem Taxes or other taxes and fees levied against the Permittee's Attachments or other of Permittee's property or equipment located on the Company Facilities or the Company Right-of-Way that are billed directly to Permittee by the taxing authority. However, in the event the same property or interests are assessed an Ad Valorem Tax or sales or use tax in the same year to both the Company and Permittee, each party agrees to promptly notify the other upon becoming aware thereof to cooperate with the other in seeking appropriate redress from the authority or authorities assessing the property or imposing the tax; and, provided the Company has notice of such potential double taxation, the Company agrees at Permittee's request, not to pay such tax and seek reimbursement from Permittee without having first protested, at Permittee's expense, the assessment at the appropriate administrative level.

5.3 DEFENSE OF CLAIMS

Both parties shall, on request, defend any suit asserting one or more claims covered by the indemnities set forth in Sections 5.1(a). Permittee shall, on the Company's request, defend any suit asserting one or more claims covered by the indemnities set forth in Sections 5.1(b) and 5.2. The indemnifying party shall pay any costs that may be incurred by the Indemnitees in enforcing such indemnity provisions, including reasonable attorney's fees.

5.4 LIMITATION OF LIABILITY

In no event shall the total cumulative liability of the Company, arising out of or in connection with the use of the Company Facilities or relating to this Agreement, exceed the sum of the attachment fees received, and forecasted to be received, by the Company under the current Agreement with Permittee, whether based on contract, tort, including negligence, or otherwise. The above limitations of liability shall not apply to any willful misconduct on the part of the Company.

5.5 NO WARRANTIES

Except as specifically and expressly provided herein, the Company makes no warranty, express or implied with respect to the Company Facilities or the use of the Company Facilities by Permittee. The Company Facilities are "as is." The Company disclaims all warranties express or implied including the warranties of merchantability and fitness for particular purposes.

5.6 CONSEQUENTIAL DAMAGES

Notwithstanding anything in this Agreement to the contrary, neither Party nor its contractors or subcontractors shall be liable to the other Party for the other Party's own special, consequential or indirect damages, including without limitation, loss of use, loss of profits or revenue, loss of capital or increased operating costs, arising out of this transaction or from breach of this Agreement, even if either Party is negligent, grossly negligent or willful.

ARTICLE VI INSURANCE

With the written consent of the Company, and until Permittee has demonstrated to the Company's satisfaction adequate financial strength to support self-insurance, Permittee shall maintain the following insurance coverage or self-insurance and be responsible for its contractors and subcontractors maintaining sufficient limits of the same insurance coverage.

6.1 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

(a) Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Permittee performs any work on the Company Facilities.

(b) Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

6.2 COMMERCIAL GENERAL LIABILITY

(a) Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.

(b) The limit shall not be less than \$10,000,000 each occurrence for bodily injury, property damage, personal injury, completed operations and endorsed to include mobile equipment.

(c) Coverage shall: (1) by "Additional Insured" endorsement add as additional insured the Company, its directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Permittee for ongoing operations as well as completed operations. If the Permittee has been approved to self-insure, Permittee shall, at all times, extend coverage to the Company in the same position as if the Company were an "Additional Insured" under a policy; (2) be endorsed to specify the Permittee's insurance is primary and that any insurance or self-insurance maintained by the Company shall not contribute with it.

6.3 BUSINESS AUTO

(a) Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."

(b) The limit shall not be less \$1,000,000 each accident for bodily injury and property damage

6.4 POLLUTION LIABILITY

(a) Coverage for bodily injury, property damage, including clean up costs and defense costs resulting from sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

(b) The limit shall not be less than \$1,000,000 each occurrence for bodily injury and property damage.

(c) The Company shall be named as additional insured.

6.5 ADDITIONAL INSURANCE PROVISIONS

(a) Before commencing any work on the Company Facilities, Permittee shall furnish the Company with certificates of insurance and Additional Insured endorsement of all required insurance for Permittee.

(b) The certificate shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to the Company.

(c) The certificate must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to:

Pacific Gas and Electric Company
Insurance Department—B24H
Post Office Box 770000
San Francisco, CA 94177

A copy of all such insurance certificates and the Additional Insured endorsement shall be sent to the Company's Contract Negotiator and/or Contract Administrator.

(d) The Company may require Permittee to furnish to the Company certificates of insurance or other evidence thereof attesting that the insurance required by Article VI is in effect.

(e) Upon request, Permittee shall furnish the Company the same evidence of insurance for its contractors and subcontractors, as the Company requires of Permittee.

(f) If Permittee claims to self-insure then this section applies. Notwithstanding any provisions in this Article to the contrary, Permittee represents that its customary practice, as of the date of this Agreement, is to self-insure for all or a portion of the insurance required of it under this Agreement. Accordingly the parties agree that such self-insurance shall constitute compliance with all or some of the requirements of this Article for as long as Permittee generally continues such practice of corporate self-insurance with respect to its

regular conduct of business. Permittee covenants to advise the Company when it ceases generally to self-insure with respect to its regular conduct of business.

ARTICLE VII REMOVALS AND EMERGENCY CONDITIONS

7.1 DISCONTINUATION

Notwithstanding any provision to the contrary, the Company shall be entitled at any time to discontinue the Company's use of the Company Facilities located on the Company Right-of-Way, and Permittee shall immediately remove its Attachments. In the event of any such discontinuation, the Company shall give Permittee advance written notice (Exhibit F or equivalent) as soon as reasonably practicable, and the Company may propose alternative facilities to meet the needs of the Permittee in which case Permittee shall be entitled to a credit of the remaining rental fees paid in advance for future use, towards the use of the alternate facilities. If no alternate facilities are available or acceptable, Permittee shall be entitled to a refund, if a refund is requested by Permittee and if the value exceeds \$1,000.00. The Company may allow Permittee to buy the Company's interest in the discontinued facilities at the Company's replacement cost new minus depreciation. Permittee's costs of relocating to other poles or facilities shall be governed by the provisions of Section 7.2 below.

7.2 RELOCATION

Notwithstanding poles rearranged or replaced pursuant to Section 7.4, the Company at any time may relocate all or any portion of its poles to other locations. In the event of any such relocation, the Company may in its discretion allow Pole Attachments at such alternate location(s) in accordance with this Agreement, and the Company shall give Permittee sixty (60) days advance written notice (Exhibit F or equivalent) or less if circumstances require, of its intended relocation and of the particulars of the alternate location(s). In the case of a relocation of the Pole Attachments, the Company may either: (a) require Permittee at its cost to move its Pole Attachments to the alternate location, or (b) with mutual consent move the Permittee's Pole Attachments with reimbursement from Permittee for the actual costs of moving the Pole Attachments. In the event that Permittee is unable to transfer its facilities on the day the pole is scheduled to be removed, the Permittee shall pay all costs incurred by the Company to make an additional field trip to remove the pole. To the extent the Company can reasonably obtain reimbursement from a third party for any work performed by the Company, Permittee's share of the Company cost will be included in the reimbursement. If the Company cannot reasonably obtain such reimbursement, then Permittee and other permittees shall be responsible for a proportional share of those costs. When a pole relocation is necessitated by the installation of a Pole Attachment by a new permittee, the relocation of the Company's and its Permittee's Pole Attachments shall be at the expense of the new permittee to the extent allowed by law.

7.3 REMOVALS

(a) If the existing equipment on the pole or anchor (including Permittee's equipment) cannot be relocated in accordance with Section 7.4 or rearranged in accordance with Section 7.4 to create the required space or capacity for the Company's use and

(1) the Company needs the space or capacity occupied by the Permittee's equipment for its use to serve core utility customers, or

(2) should any pole to which Permittee has attached an Attachment be taken by the power of eminent domain,

then on being given at least sixty (60) days written notice (Exhibit F or equivalent) by the Company to do so, or in cases of emergency on such notice less than sixty (60) days as the circumstances reasonably permit (some emergency circumstances may include no notice), the Permittee shall remove its Attachments from the Company Poles as the Company shall designate and at the expiration of the time specified in the notice all rights and privileges of the Permittee in and to the Company Poles designated shall terminate.

(b) Permittee shall not be entitled to any compensation paid as a result of a taking by the power of eminent domain, except for compensation paid expressly for the taking or relocating of Permittee's Attachment. In no event shall Permittee be entitled to any compensation for the taking of the Company Right-of-Way itself.

(c) The Permittee may on its own remove its equipment from the Company Facilities and provide the Company within sixty (60) days a written notice (Exhibit E or equivalent).

(d) In the event of a removal as provided in this section, Permittee shall be entitled to a rental refund if a refund is requested by Permittee and if the rental value exceeds \$1,000.00.

7.4 REARRANGEMENT/REPLACEMENT POLES OR ANCHORS

The Company shall give Permittee sixty (60) days advance written notice (Exhibit F or equivalent) or less if circumstances required for Sections 7.4 (a) through (c) below.

(a) Capacity for the Company:

When the Company needs space or capacity for its core utility service, and without the Permittee's Attachment there would be adequate space or capacity, then the Permittee shall either pay for expansion of the pole to provide adequate space or capacity for the Company, or remove its Attachments.

If more than one Company Permittee is on the pole and all Permittees cumulatively occupy the space or capacity needed by the Company, and the removal of the last authorized Permittee will provide adequate space or capacity, then the last authorized Permittee will pay

the cost of providing additional space or capacity for the Company, or remove its Attachments.

If more than one Company Permittee is on the pole and all Permittees cumulatively occupied the space or capacity needed by the Company, then all Permittees will share equally the cost of providing additional space or capacity on the pole, or remove their Attachments.

If the Company is unable to determine which Permittee is the last authorized Permittee on the pole then the Permittees will share equally the cost of providing additional space or capacity on the pole, or removes their Attachments.

(b) New Permittees:

When rearrangement and/or larger or additional pole(s) or anchors are necessitated by the installation of an Attachment by a new Company permittee, the larger pole and relocation of the Company's and its permittee's attachments shall be installed and/or transferred at the expense of the new permittee to the extent allowed by law.

(c) Other Causes of Rearrangement/Replacement:

When a pole replacement is required due to any other reason outside of the control of the Company, including but not limited to, accidents, storms, bird, pest, or fungal infestation, excessive checking and splits, earthquake, tornadoes, street widening or Granting Authority action, Permittee shall not be responsible for cost of the replacement pole, unless the failure was due to fasteners which did not comply with the requirements of Section 4.8 or if the Permittee did not meet the requirements of Section 4.1. Permittee shall be responsible for relocation of its Attachment under the terms of Section 7.2.

7.5 ADDITIONAL POLE SPACE

Whenever any discontinuation, rearrangement, relocation, removal or substitution of a larger pole would be necessary under this Article and there is additional space available on the pole under the control of another party, the Company shall at Permittee's discretion request such additional space.

7.6 INCOME TAXES

As set forth in the Company's Electric Rules, Preliminary Statement, Paragraph J, and as amended, the costs to be paid by Permittee to the Company as set forth in Section 7.4 above shall include a gross-up amount for potential income tax liability of the Company for contributions in aid of construction (as used in Internal Revenue Code § 118(b) and similar state legislation) arising from the acquisition and installation of new or replacement poles and/or anchors, which gross-up amount shall be equal to the gross-up percentage for such contributions set forth in the Company's current filed electric tariffs.

7.7 RESTORATION OF SERVICE

In the case of any incident whereby both the Company's electrical service capacity and Permittee's telecommunications capacity are adversely affected, restoration of Permittee's

Attachments and /or Permittee's capacity shall at all times be subordinate to restoration of the Company's electrical service capacity, unless otherwise agreed in advance by both Parties. Nonetheless, the Company shall permit Permittee to make repairs to restore its Attachments and/or its capacity, as long as such restoration efforts do not interfere with the Company's restoration activities.

7.8 RECLAMATION OF THE COMPANY UNDERGROUND FACILITIES

[Intentionally omitted.]

ARTICLE VIII ATTACHMENT FEES

8.1 ANNUAL ATTACHMENT FEES

Prior to attaching to the Company Overhead Facilities, Permittee shall pay to the Company an Attachment fee(s) at the applicable rate set forth in Exhibit B to this Agreement for each Attachment authorized under Exhibit A. Subject to the Company's reservations stated in this section, Attachment fees will be calculated annually using the formula set forth in **Exhibit B**. Permittee shall pay that fee for each Attachment initially installed, regardless of size, attachment type or duration. The parties agree in good faith to meet and confer to modify these Attachment fees if any rules, regulations or orders of the CPUC, or a court of law, modify the fee structure imposed by Rule VI and the definition of "*annual cost of ownership*" in Rule II, Section I. of CPUC Decision 98-10-058, dated October 22, 1998 ("**fee restraints**"). Modification of these Attachment fees pursuant to this section shall be effective beginning with the most recent annual period preceding the date when the Company is allowed to charge Attachment fees greater than the fee restraints.

8.2 UNAUTHORIZED ATTACHMENTS

Upon request of the Company, Permittee shall provide written evidence of Attachment authorization for any Company Facilities on or in which the Permittee has installed an Attachment. If Permittee cannot provide such evidence of Attachment authorization, Permittee shall pay to the Company a penalty of Five Hundred Dollars (\$500.00) or as maybe allowed under any applicable regulations in effect at that time, for each unauthorized Attachment made after October 22, 1998, unless the Company determines in its sole and absolute discretion that any such unauthorized Attachments were made accidentally by Permittee in good faith. The amount of the penalty authorized in this Agreement shall be subject to such additional penalties as may be authorized under any applicable regulations in effect at the time of the installation. Any unauthorized attachments made prior to October 22, 1998 shall be subject to such penalties authorized under any applicable regulations and/or agreements in effect at the time of the installation. However, in no event will Permittee be relieved from the obligation of paying Attachment fees to the Company from the date of Permittee's original attachment. The unauthorized Attachment(s) shall then be subject to all the terms of this Agreement. If payment is not received within thirty (30) days of invoice date, the Company may invoke rights under Article X, Termination, and remove Permittee's Attachments from the Company Facilities.

All attachments on service/clearance poles that the Permittee has not obtained written authorization in accordance with Section 3.2 of this Agreement shall be treated as an unauthorized attachment. All new facilities, rebuild of existing facilities or overlash to existing cables on the Company Facilities that the Permittee has not obtained written authorization in accordance with Section 3.1.b of this Agreement shall be treated as an unauthorized attachment.

ARTICLE IX DISPUTE RESOLUTION

9.1 MEDIATION

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between a representative designated by a the Company Vice President empowered to resolve the dispute and an executive of similar authority of the Permittee. Either Party may give the other Party written notice of any dispute. Within twenty (20) days after delivery of the notice, the executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) of the first meeting, either Party may initiate a mediation of the controversy in accordance with the Commercial Mediation Rules of the American Arbitration Association.

All negotiations and any mediation conducted pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and which is incorporated herein by reference.

Each Party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

9.2 INJUNCTION

Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage.

ARTICLE X TERMINATION

10.1 TERMINATING

(a) Subject to the time frames set forth in Section 12.1, if Permittee **(i)** fails to make any payment due within the time frame specified or otherwise comply with any material term or condition of this Agreement; or **(ii)** fails to obtain or maintain the appropriate CPCN from the CPUC; or **(iii)** installs or maintains any Attachments to

Company Facilities used in connection as a CMRS provider (iv) fails to take reasonable steps to resolve any issue arising under Section 3.3 of this Agreement; (v) fails to maintain the insurance and bond requirements in compliance with Articles VI and XI of this Agreement; or (vi) fails to comply with the material requirements of this Agreement, the Company, at its sole discretion, upon thirty (30) days written notice to Permittee (or such shorter period of time as may be determined by the Company in order to comply with a notice from a Granting Authority or under law, if applicable), may terminate this Agreement without further liability any permission granted to Permittee as to all or any portion of those facilities which are the subjects of (i) through (vi) above, and Permittee shall immediately relinquish use of the Company Facilities and remove its Attachments from the Company Facilities in accordance with this Agreement prior to the effective date of termination. Notwithstanding the above, if within the period described above, Permittee obtains an order from a court or regulatory agency with jurisdiction over the challenge, dispute or claim against the Company's authority to grant this license, which order allows Permittee to remain attached to the Company Facilities, Permittee shall be allowed to remain on or in the Company Facilities under the term of that order, until a final decision or judgment is made at the highest level desired by Permittee. In the event of such contest, Permittee shall indemnify and hold the Company harmless from any expense, legal action, or cost, including reasonable attorneys' fees, resulting from the exercise of Permittee's right to contest the actions of a Granting Authority under this Section 10.1.

(b) This Agreement shall also terminate in whole or in part, upon the happening of any of the following events:

- (1) at the option of either Party, upon the termination or abandonment by Permittee of the use of all of the Permittee's Attachments. If less than all of Permittee's attachments are abandoned or terminated, the Company shall have the option of terminating its permission under this Agreement for only the Attachments abandoned or terminated;
- (2) at the option of the non-defaulting Party and without limiting the rights or remedies of the non-defaulting party, upon a breach or default by the other party of any material obligation hereunder and the continuance thereof following the expiration of the applicable remedy period;
- (3) upon the written mutual agreement of the Parties; or
- (4) in accordance with the provisions of Section 2.1, if the Company or the CPUC invoke the provisions of G.O. 69-C.

(c) Upon termination of this Agreement for all or any portion of the Company Facilities, which are used by Permittee, Permittee shall immediately relinquish use of those Company Facilities and promptly remove its facilities or the Company may remove Permittee's Attachments from the Company Facilities at Permittee's expenses.

ARTICLE XI FAITHFUL PERFORMANCE BOND

11.1 SURETY PERFORMANCE BOND; LETTER OF CREDIT

To cover the faithful performance by Permittee of its obligations under this Agreement, Permittee shall be required to furnish (i) a valid performance bond or (ii) an unconditional irrevocable letter of credit issued by a financial institution acceptable to the Company. Said bond or letter of credit shall be in such form approved in writing by the Company and in such amount as the Company shall specify from time to time based on the financial exposure caused by the Permittee's Attachment to the Company to be maintained in full force and effect throughout the term of this Agreement. The amount of said bond or letter of credit shall be initially set at Fifty Thousand Dollars (\$50,000). Permittee shall furnish such performance bond or letter of credit on or before the effective date of this Agreement, and remain in full force thereafter for a period of one year. Said bond or letter of credit shall provide ninety (90) days advance written notice to the Company of expiration, cancellation or material change thereof. Said bond or letter of credit will automatically extend for additional one-year periods from the expiration date, or any future expiration date, unless the surety or financial institution provides to the Company, not less than ninety (90) days' advance written notice, of its intent not to renew such bond or letter of credit. The liability of the surety under said bond or the financial institution under said letter of credit shall not be cumulative and shall in no event exceed the amount as set forth in this bond or letter of credit, in any additions, riders, or endorsements properly issued by the surety or the financial institution as supplements thereto. Failure of Permittee to obtain a bond or letter of credit as specified will be cause to terminate this Agreement.

If the surety on the bond or financial institution issuing the letter of credit should give notice of the termination of said bond or letter of credit and if Permittee does not reinstate the bond or letter of credit or obtain a bond or letter of credit from another surety of financial institution that meets the requirements of this Section 11.1 within fifteen (15) days after written notice from the Company, the Company may by written notice to Permittee, terminate this Agreement and/or revoke permission to use the Company Facilities covered by any or all applications submitted by Permittee hereunder, and Permittee shall remove its Attachments from the Company Facilities to which said termination applies within thirty (30) days from such notification.

ARTICLE XII MISCELLANEOUS

12.1 BREACH

Permittee and the Company agree that neither shall proceed against the other for breach or default under this Agreement by mediation or otherwise before the offending Party has had notice of and a reasonable time and opportunity to respond to and/or cure any breach or default. For purposes of this Agreement, a reasonable time to cure any breach or default shall be deemed to be thirty (30) days after notice, unless for safety, or legal reasons or

Permittee's use interferes with the Company's ability to serve core utility customers, and fewer than thirty days are required. This section does not supersede the rights and obligations of the Parties under Section 4.1 (c) for "Hazardous Conditions." If a Party claims that more than thirty (30) days are reasonable to cure a breach, that Party shall have the burden of proving the reasonableness of the claim for more than thirty days. If such breach or default cannot be cured within such thirty day period, and the defaulting party has promptly proceeded to cure the same and to prosecute such cure with due diligence, the time for curing the breach shall be extended for such period of time as may be reasonably necessary to complete such cure.

12.2 BANKRUPTCY OF PERMITTEE

(a) The occurrence of any of the following shall constitute a default which may be a basis for termination of this Agreement:

- (1) Permittee files for protection under the Bankruptcy Code of the United States or any similar provision under the laws of the State of California; or
- (2) Permittee has a receiver, trustee, custodian or other similar official appointed for all or substantially all of its business or assets; or
- (3) Permittee makes an assignment for the benefit of its creditors.

(b) Assignment of Agreement

Any person or entity to which this Agreement is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Agreement on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to the Company an instrument confirming such assumption.

12.3 NOTICES

Any notice given pursuant to this Agreement given by a Party to the other, shall be in writing and given (with proof of delivery or proof of refusal of receipt) by letter mailed, hand or personal delivery, or overnight courier to the following:

If delivered to the Company by U.S. mail and express mail:

Manager, Electric Distribution Maintenance
Pacific Gas and Electric Company
77 Beale Street
San Francisco, CA 94105-1814

If delivered to Permittee by U.S. mail and express mail:

XXXCable TV Company

123. Main Street,
Anycity, CA 90000

or to such other addresses as either Party may, from time to time, designate in writing for that purpose.

Notices shall be deemed given **(i)** when received in the case of hand or personal delivery, **(ii)** three days after mailing by United States mail as provided above, or **(iii)** the next business day in the case of reliable overnight courier. For routine notice changes, proof of delivery is not required. By mutual agreement facsimile notices may be used for routine notice changes.

12.4 APPLICABLE LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, exclusive of conflicts of laws provisions.

12.5 CONFIDENTIAL INFORMATION

If either Party provides confidential information to the other, it shall be in writing and clearly marked as confidential. The receiving Party shall protect the confidential information from disclosure to third parties with the same degree of care afforded its own confidential and proprietary information, except that neither Party shall be required to hold confidential any information which becomes publicly available other than through the recipient, which is required to be disclosed by a governmental or judicial order, which is independently developed by the receiving Party, or which becomes available to the receiving Party without restriction from a third party. These obligations shall survive expiration or termination of this Agreement for a period of two (2) years.

12.6 FORCE MAJEURE

Neither Party shall be liable for any failure to perform this Agreement when such failure is due to "force majeure." The term "force majeure" means acts of God, strikes, lockouts, civil disturbances, interruptions by government or court orders, present and future valid orders of any regulatory body having proper jurisdiction, acts of the public enemy, wars, riots, inability to secure or delay in securing labor or materials (including delay in securing or inability to secure materials by reason of allocations promulgated by authorized governmental agencies), landslides, lightning, earthquakes, fire, storm, floods, washouts, or any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the Party claiming "force majeure." The "force majeure" shall, so far as possible, be remedied with all reasonable dispatch. The settlement of strikes or lockouts or industrial disputes or disturbances shall be entirely within the discretion of the Party having the difficulty. The Party claiming any failure to perform due to "force majeure" shall provide verbal notification thereof to the other Party as soon as practicable after the occurrence of the "force majeure" event. Force Majeure shall not excuse Permittee's obligation to make payment for its Attachments except that if the event of force majeure remains uncured for a period of thirty (30) days and renders the Attachments unusable, then Permittee shall be excused from its rental payment obligation as to the affected Attachments throughout the duration of the event of force majeure. If the Company is the party claiming force majeure and the event of force

majeure prevents restoration of Permittee's previously authorized attachments within six (6) months of the force majeure event, then the facilities shall be deemed to be discontinued and the provisions of Section 7.1 of this Agreement shall apply.

12.7 SEVERABILITY

The invalidity of one or more clauses, sentences, sections or articles of this Agreement shall not affect the validity of the remaining portions of the Agreement so long as the material purposes of this Agreement can be determined and effected.

12.8 REMOVAL OF ATTACHMENTS

Upon any expiration or termination, Permittee shall relinquish use of the Company Facilities and remove its Attachments from the Company Facilities in accordance with this Agreement prior to the effective date of expiration or termination at Permittee's sole expense. If Permittee fails to remove the Attachments by the expiration of this Agreement or as may be required by the Company within the time period designated by notice pursuant to Article VII or otherwise required by this Agreement, the Company shall be entitled to consider Permittee's Attachments abandoned as set forth in Section 12.9 below.

12.9 ABANDONMENT

If Permittee fails to use its Attachments for any period of one hundred and eighty (180) days, the Company shall provide Permittee written notice of its intent to treat such Attachments as abandoned and remove the Attachments at Permittee's sole risk and expense. If Permittee identifies such Attachments as abandoned or fails to respond to such notice within thirty (30) days, Permittee shall be deemed to have abandoned such Attachments which abandonment shall terminate all rights of Permittee as to the abandoned Attachment. Upon abandonment by Permittee, the Company shall have the right to retain such Attachments as the Company's own, and Permittee agrees to reimburse the Company for its expense. This provision excludes service drops that comply with the requirements of Section 4.1. Abandonment shall not relieve Permittee of any obligation, whether of indemnity or otherwise, accruing prior to completion of such removal by the Company or which arises out of an occurrence happening prior thereto.

12.10 ADDITION OF NEW POLES

Except for any poles added under the conditions of Article VII, the Company will not add new poles to existing distribution facilities or build new distribution facilities for the sole purpose of accommodating an Attachment unless the Permittee agrees to reimburse the Company for the full cost of the new Company Facilities.

12.11 LIENS

Permittee and its contractors shall keep the Company Facilities free from any statutory or common law lien arising out of any work performed, materials furnished or obligations incurred by Permittee, its agents or contractors. Permittee agrees to defend, indemnify and hold the Company harmless from and against any such liens, claims or actions, together with costs of suit, and reasonable attorneys' fees incurred by the Company in connection with any such claim or action. In the event that there shall be recorded against said Company

Facilities any claim of lien arising out of any such work performed, materials furnished or obligations incurred by Permittee or its contractors and such claim of liens not removed within ten (10) days after notice is given by the Company to Permittee to do so, the Company shall have the right to pay and discharge said lien without regard to whether such lien shall be lawful, valid or correct.

12.12 JOINT USE AGREEMENT

This Agreement shall be subject to rights which may be exercised by other companies under joint use or joint ownership agreements which the Company executed prior to this Agreement.

12.13 SURVIVABILITY

Any expiration or termination of Permittee's rights and privileges shall not relieve the Permittee of any obligation, whether indemnity or otherwise, which has accrued prior to such termination or completion of removal of Permittee's Attachments.

12.14 NO THIRD PARTY BENEFICIARIES

All of the terms, conditions, rights and duties provided for in this Agreement are and shall always be, solely for the benefit of the Parties. It is the intent of the Parties that no third party (including customers of either Party) shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement.

12.15 HAZARDOUS MATERIALS

The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to material listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." The Company uses chemicals on the Governor's list at many of its facilities and locations. Accordingly, in performing the work or services contemplated in this Agreement, Permittee, its employees, agents and subcontractors may be exposed to chemicals on the Governor's list. Permittee is responsible for notifying its employees, agents and subcontractors that work performed hereunder may result in exposures to chemicals on the Governor's list. The Company will provide Permittee upon request with a copy of a Materials Safety Data Sheet for every Hazardous Chemical on the Company Right-of-Way.

12.16 WAIVER

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain in full force and effect.

12.17 MARK AND LOCATE RESPONSIBILITY

Permittee using the Company Underground Facilities, shall be responsible for marking and locating their equipment in accordance with State of California Government Code Section 4216 and shall become a member U.S.A (Underground Service Alert) and shall maintain membership for the duration of this Agreement.

12.18 PAYMENTS

Unless otherwise specified in this Agreement, Permittee shall make all payments to the Company within thirty (30) days of receipt of the invoice to;

For U.S. mail and express mail:

Pacific Gas & Electric Company
P.O. Box 997300
Sacramento, CA 95899-7300

12.19 DEFINITIONS

Capitalized terms used are defined in this Agreement shall have the meanings set forth herein.

12.20 TITLES AND HEADINGS

The table of contents, titles and headings of Articles and Sections of this Agreement are inserted for the convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

12.21 NO STRICT CONSTRUCTION

The Parties have participated jointly in the negotiation and execution of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement or any of the documents delivered pursuant hereto, this Agreement and such documents shall be construed as if jointly agreed upon by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement or such documents.

12.22 ENTIRE AGREEMENT

This Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understanding with respect to the subject matter hereof and may be amended only by a writing signed by both Parties.

XXXCable TV Company

**PACIFIC GAS AND
ELECTRIC
COMPANY**

By: _____

Name of Officer Signing

Title: _____
Title of Officer

Date: _____
mm/dd/yyyy

By: _____

Name of Officer Signing

Title: _____
Title of Officer

Date: _____
mm/dd/yyyy

EXHIBIT A
APPLICATION FOR POLE & CONDUIT ATTACHMENT
TELCO CONTACT PERMIT



**Pacific Gas and
Electric Company™**

PG&E Contact Permit No.: _____

WMSN No.: _____

PART 1

REQUEST FOR ACCESS BY APPLICANT

(To PG&E)

Manager _____

Date _____

PG&E - Electric Distribution Maintenance

Agreement Number _____

2850 Shadelands Drive, Suite 100

Application Number _____

Walnut Creek, CA 94598

Applicant Job Number _____

In accordance with the executed agreement between the Permittee and PG&E, we hereby request access to poles and/or conduits/ducts, located at _____ in the city of _____, as described in the attached drawings.

Permittee: _____

Requestor: _____ Company: _____

Address: _____ Phone #: _____

Signed: _____ Title: _____

Total number of attachments under this application:

of Poles contacted (new) _____; # of PG&E Anchors contacted (new) _____; # of Risers installed (new) _____;

of poles cable Rebuild (exist⁶) _____; # of poles overlashed (exist⁶) _____; Cable size over 2" (diameter in inch) _____;

Total used vertical feet of pole for Telco equip. (Power Supply) _____; Total feet of Underground conduit used _____;

PART 2

FINAL AUTHORIZATION BY PG&E

(to Permittee)

You are hereby authorized for installation. PG&E Job No(s): _____

PG&E Authorization (Signature): _____ Date: _____

Name: _____ Title: _____

PART 3

NOTICE OF COMPLETION BY APPLICANT

(To PG&E Area Telco Project Manager within 10 days after completion)

We hereby notify you that the work authorized above has been completed and is ready for your inspection.

Permittee (Signature): _____ Date: _____

Name: _____ Title: _____

NOTE: _____

1. PART (1) & (3) to be completed by applicant, part (2) to be completed by PG&E.
2. PG&E's authorization must be secured before the Permittee's facilities are attached.
3. This application shall be submitted to PG&E for all new attachments and rebuilds, overlash or modification of all existing facilities.
4. At PG&E request, Permittee shall be able to provide the authorized Telco Contact Permit (this form) for all attachment.
5. The Permittee shall exercise the access rights to the pole(s) and/or conduit(s) within 90 days of the authorization in Part 2.
6. Applicant to provide Contact Permit Number for existing facilities (see Note 4).

**EXHIBIT B
POLE AND CONDUIT ATTACHMENT FEE**

I. POLE ATTACHMENT RATE CALCULATION MODEL

The pole attachment rates are calculated based on the depreciation accrual rate schedule submitted to the CPUC, Energy Division annually. The previous year's submittal is used to calculate the pole attachment rated for the following year (i.e. 2003 schedule submitted in 2004 determines rental rate for 2005).

A. Historical Net Cost of a Bare Pole (Account 364 Only, Previous Year):

$$\frac{\text{Account 364 - Deprn Reserve - Accum Def Income Taxes - 15\% of Net Pole Investment}}{\text{Number of Equivalent Poles}}$$

B. Depreciation Expense (Account 364 Only, Previous Year) % :

$$\text{Deprn. Rate for Gross pole Invest.} \times \frac{\text{Gross Pole Invest}}{(\text{Net Pole Invest} - \text{Def. Inc. Tax})}$$

C. Administrative Expense % (Total Electric, Previous 5 Year Average):

$$\frac{\text{Electric A \& G Expenses}}{\text{Gross Plant - Depr Reserve - Accum Def. Income Taxes}}$$

D. Maintenance & Operating Expenses % (Electric, Previous 5 Year Average):

$$\frac{[\text{Account 593}] (\text{Electric Overhead Only})}{[\text{Invest - Depr Reserve - Accum Def Income Taxes}] (\text{Electric Overhead \& Underground})}$$

E. Normalized Taxes % (Company Total, Previous 5 Year Average):

$$\frac{\text{Accounts } (408.1 + 409.1 + 410.1 + 411.4) - 411.1}{\text{Gross Plant - Deprt Reserve - Def Income Taxes}}$$

F. Total Operating Cost for Poles:

$$F = A * [B + C + D + E]$$

G. Annual Rental Rate per foot (or one attachment):

$$G = 7.4\% \text{ of Total Operating Cost for Poles (F)} = 0.0740 * F$$

II. CONDUIT ATTACHMENT RATE CALCULATION MODEL

[Intentionally Omitted]

**EXHIBIT C
OVERHEAD FACILITIES
ESTIMATED UNIT COST
MAKE READY & REARRANGEMENT WORK**

Process Fees (Based on Poles/Application Package)

| Year | 2004 | 2005 | 2006 | 2007 | 2008 |
|-----------------|-------|-------|-------|-------|-------|
| 1 - 49 Poles | \$176 | \$183 | \$190 | \$198 | \$206 |
| 50 - 99 Poles | \$228 | \$237 | \$247 | \$256 | \$267 |
| 100 - 199 Poles | \$456 | \$474 | \$493 | \$513 | \$533 |
| >200 Poles | \$543 | \$565 | \$587 | \$611 | \$635 |

Map Fees

| Year | 2004 | 2005 | 2006 | 2007 | 2008 |
|---------------------|--------|--------|--------|--------|--------|
| Map Per Copy | \$1.25 | \$1.30 | \$1.35 | \$1.40 | \$1.45 |
| Mapping Hourly Rate | \$67 | \$69 | \$72 | \$75 | \$78 |

Mapping hourly rate shall be charged by half hour increments with a minimum of a half hour charge per office visit. Number of maps copied per hour is approximately 10-20 maps (varies by scope of request).

Engineering Fees

| Year | 2004 | 2005 | 2006 | 2007 | 2008 |
|----------------------------------|-------|-------|-------|-------|-------|
| Engineering Hourly Rate | \$95 | \$99 | \$103 | \$107 | \$111 |
| Pole loading Calc/Pole | \$119 | \$124 | \$129 | \$134 | \$139 |
| Pole Replacement Estimating/Pole | \$380 | \$395 | \$411 | \$427 | \$445 |

Construction Facility Rearrangements Cost \$/Crew day

| Year | 2004 | 2005 | 2006 | 2007 | 2008 |
|-------------------------|---------|---------|---------|---------|---------|
| *Service Connection Fee | \$123 | \$128 | \$133 | \$138 | \$144 |
| 4 man Construction Crew | \$2,843 | \$2,957 | \$3,075 | \$3,198 | \$3,326 |

Construction figures do not include engineering.
Figures are based on 8-hour work day

Construction Pole Replacement \$/pole

| Year | 2004 | 2005 | 2006 | 2007 | 2008 |
|---|----------|----------|----------|----------|----------|
| City and County of San Francisco (Area 1) | \$11,600 | \$12,064 | \$12,547 | \$13,048 | \$13,570 |
| Bay Area/Peninsula (San Mateo and Santa Clara Counties) (Areas 1, 3) | \$8,767 | \$9,118 | \$9,482 | \$9,862 | \$10,256 |
| Bay Area/East Bay (Alameda, Contra Costa and Marin Counties) (Areas 2, 7) | \$8,523 | \$8,864 | \$9,218 | \$9,587 | \$9,971 |
| Outside Bay Area (Area 3 South; Areas 4, 5, 7) | \$5,356 | \$5,570 | \$5,793 | \$6,025 | \$6,266 |
| Transmission Poles (All Areas) | \$11,451 | \$11,909 | \$12,385 | \$12,881 | \$13,396 |

Rates are based on PG&E's actual system average pole replacement cost.

Consent To Assignment (CTA) \$/Assignment

| Year | 2004 | 2005 | 2006 | 2007 | 2008 |
|---------------------------|-------|-------|-------|-------|-------|
| Process A Request For CTA | \$297 | \$309 | \$321 | \$334 | \$347 |

All dollar figures are based on PG&E's actual standard labor cost.
2004 - 2008 rate is forecasted to include 4% escalation rate.

EXHIBIT E
NOTIFICATION OF TELCO CONTACT REMOVAL

Pacific Gas & Electric Company
Area _____, _____ Division

Attention: _____

The attachments on the PG&E facilities designated below, as covered by the referenced Telco Contact Permit No issued in accordance with the terms and condition of the Contract Agreement Number _____ between _____ (Permittee) and Pacific Gas & Electric Company has been removed or the Permittee has become the Tenant of the Joint Owner as indicated below.

| | | | |
|--|--|-----------------|--|
| Telco Contact Permit No.: | | | |
| Location of Structure(s) as identified in the attached drawing(s): | | | |
| Total Contacts Removed: | | Date Removed: | |
| <input type="checkbox"/> Permittee has become the Tenant of the Joint Owner as indicated below: | | | |
| Name of Joint Owner: | | | |
| Total Contacts: | | Effective Date: | |

Permittee's Authorized Representative:

Signature: _____ Date: _____
Name: _____ Title: _____
Company: _____ Phone: _____

TELCO CONTACT REMOVAL ACKNOWLEDGED

- PG&E has verified that the Permittee has removed their facilities from the above-identified structure(s) and accordingly updated the applicable records.
- PG&E has received confirmation that the Permittee has become the Tenant of the Joint Owner for the above-identified structure(s) and accordingly updated the applicable records.

PG&E's Authorized Representative:

Signature: _____ Date: _____
Name: _____ Title: _____
Department: _____ Phone: _____

cc: Permittee
Electric Distribution Maintenance – Joint Utility Group
Joint Owner _____ (if applicable)

EXHIBIT F NOTIFICATION OF COMPANY FACILITY CHANGES

Permittee: _____ PG&E Contact Permit No.: _____
 Representative: _____ Company: _____
 Street _____ Original Application No.: _____
 City _____ Agreement Number: _____

PART 1 Notification of Discontinuation of PG&E Structures

In accordance with Section 7.1 of the above referenced agreement, you are hereby notified that PG&E on or after _____ will discontinue the use of the structures located at _____

Your facilities are identified to be on these structures. Please contact us by _____, so we can arrange for transfer of your facilities or if you are interested in purchasing of PG&E's discontinued structures.

PART 2 Notification of Relocation of PG&E Structures

In accordance with Section 7.2 of the above referenced agreement, you are hereby notified that PG&E on or after _____ will relocate its structures from _____

 to _____

Your facilities are identified to be on these structures. Please contact us by _____, so we can arrange for transfer of your facilities to the relocated PG&E structures.

PART 3 Notification of Removal of PG&E Structures

In accordance with Section 7.3 of the above referenced agreement, you are hereby notified to remove your facilities from PG&E structures located at _____
 _____ by _____

Your existing facilities cannot be relocated or rearranged to create the required space or capacity necessary for PG&E's use.

PART 4 Notification of Rearrangement/Replacement of PG&E Facilities

In accordance with Section 7.4 of the above referenced agreement, you are hereby notified that PG&E on or after _____ will rearrange or replace its structures located at _____

Your facilities are identified to be on these structures. Please contact us by _____, so we can arrange for transfer of your facilities or rearrangement of your facilities on PG&E's structure.

PG&E Representative (Name): _____ Title: _____
 Address: _____ Phone: _____
 Authorization (Signature): _____ Date: _____

**PG&E Gas and Electric Advice
Filing List
General Order 96-A, Section III(G)**

ABAG Power Pool
Accent Energy
Aglet Consumer Alliance
Agnews Developmental Center
Ahmed, Ali
Alcantar & Kahl
Ancillary Services Coalition
Anderson Donovan & Poole P.C.
Applied Power Technologies
APS Energy Services Co Inc
Arter & Hadden LLP
Avista Corp
Barkovich & Yap, Inc.
BART
Bartle Wells Associates
Blue Ridge Gas
Bohannon Development Co
BP Energy Company
Braun & Associates
C & H Sugar Co.
CA Bldg Industry Association
CA Cotton Ginners & Growers Assoc.
CA League of Food Processors
CA Water Service Group
California Energy Commission
California Farm Bureau Federation
California Gas Acquisition Svcs
California ISO
Calpine
Calpine Corp
Calpine Gilroy Cogen
Cambridge Energy Research Assoc
Cameron McKenna
Cardinal Cogen
Cellnet Data Systems
Chevron Texaco
Chevron USA Production Co.
City of Glendale
City of Healdsburg
City of Palo Alto
City of Redding
CLECA Law Office
Commerce Energy
Constellation New Energy
CPUC
Cross Border Inc
Crossborder Inc
CSC Energy Services
Davis, Wright, Tremaine LLP
Defense Fuel Support Center
Department of the Army
Department of Water & Power City
DGS Natural Gas Services

Douglass & Liddell
Downey, Brand, Seymour & Rohwer
Duke Energy
Duke Energy North America
Duncan, Virgil E.
Dutcher, John
Dynergy Inc.
Ellison Schneider
Energy Law Group LLP
Energy Management Services, LLC
Exelon Energy Ohio, Inc
Exeter Associates
Foster Farms
Foster, Wheeler, Martinez
Franciscan Mobilehome
Future Resources Associates, Inc
G. A. Krause & Assoc
Gas Transmission Northwest Corporation
GLJ Energy Publications
Goodin, MacBride, Squeri, Schlotz &
Hanna & Morton
Heeg, Peggy A.
Hitachi Global Storage Technologies
Hogan Manufacturing, Inc
House, Lon
Imperial Irrigation District
Integrated Utility Consulting Group
International Power Technology
Interstate Gas Services, Inc.
IUCG/Sunshine Design LLC
J. R. Wood, Inc
JTM, Inc
Luce, Forward, Hamilton & Scripps
Manatt, Phelps & Phillips
Marcus, David
Matthew V. Brady & Associates
Maynor, Donald H.
MBMC, Inc.
McKenzie & Assoc
McKenzie & Associates
Meek, Daniel W.
Mirant California, LLC
Modesto Irrigation Dist
Morrison & Foerster
Morse Richard Weisenmiller & Assoc.
Navigant Consulting
New United Motor Mfg, Inc
Norris & Wong Associates
North Coast Solar Resources
Northern California Power Agency
Office of Energy Assessments
OnGrid Solar
Palo Alto Muni Utilities

PG&E National Energy Group
Pinnacle CNG Company
PITCO
Plurimi, Inc.
PPL EnergyPlus, LLC
Praxair, Inc.
Price, Roy
Product Development Dept
R. M. Hairston & Company
R. W. Beck & Associates
Recon Research
Regional Cogeneration Service
RMC Lonestar
Sacramento Municipal Utility District
SCD Energy Solutions
Seattle City Light
Sempra
Sempra Energy
Sequoia Union HS Dist
SESCO
Sierra Pacific Power Company
Silicon Valley Power
Smurfit Stone Container Corp
Southern California Edison
SPURR
St. Paul Assoc
Sutherland, Asbill & Brennan
Tabors Caramanis & Associates
Tecogen, Inc
TFS Energy
Transcanada
Turlock Irrigation District
U S Borax, Inc
United Cogen Inc.
URM Groups
Utility Cost Management LLC
Utility Resource Network
Wellhead Electric Company
Western Hub Properties, LLC
White & Case
WMA

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



February 13, 2001

Advice Letter 1280-E

Mr. Lee Schavrien, Director
Regulatory Case Management and Tariff Administration
Sempra Energy
101 Ash Street, HQ 14B
San Diego, CA 92101-3017

Subject: Informal advice letter – executed joint pole agreements with telecommunication carriers and cable tv companies, pursuant to Decision 98-10-058, Appendix A, Rule VI

Dear Mr. Schavrien:

Advice Letter 1280-E is effective January 29, 2001. A copy of the advice filing is included herewith for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "K.P. Coughlan".

Kevin P. Coughlan, Chief
IMC Branch
Energy Division

FEB 16 2001

REGULATORY AFFAIRS



Lee Schavrien
Director
Regulatory Case
Management and
Tariff Administration

101 Ash Street
San Diego, CA 92101-3017

Tel: 619.696.4050
Pager: 800.456.9141
Fax: 619.696.4027

December 20, 2000

PUC 110
X PUG 000
(R.95-04-043)
(I.95-04-044)

ADVICE LETTER 1280-E
(U 902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

SUBJECT: INFORMATIONAL ADVICE LETTER
Executed Joint Pole Agreements with Telecommunication Carriers and Cable
TV Companies, Pursuant to Decision 98-10-058, Appendix A, Rule VI

PURPOSE

San Diego Gas & Electric Company (SDG&E) hereby submits to the California Public Utilities Commission (Commission), for informational purposes, the attached executed Joint Pole agreements in accordance with Commission Decision (D.) 98-10-058, dated October 22, 1998, in OIR 95-04-043 and OII 95-04-044, Rule VI, (at Appendix A) and D.00-03-055 which Modified D.98-10-058.

BACKGROUND

On October 22, 1998, the Commission issued D.98-10-058 containing rules which govern the access of telecommunications carriers and cable television companies to public utility rights-of-way and support structures. The rules, as stated in Rule I. A., are to be applied as guidelines by parties in negotiating rights of way access agreements with SDG&E.

In accordance with General Order 96-A and D.98-10-058, Appendix A, Rule VI, Section C "CONTRACTS", the Commission ordered utilities, including SDG&E, to file signed copies of its executed joint pole agreements with any telecommunications carriers, or cable TV companies. Copies of these agreements are available for full public inspection and are being extended on a nondiscriminatory basis to all other similarly situated telecommunications carriers or cable TV companies.

Pursuant to Rule VI of D.98-10-058, SDG&E is filing three separate license agreements negotiated with Metricom, Inc. (Attachment A), Pacific Bell Wireless (Attachment B), Cox PCS Assets, L.L.C. (Attachment C), and two separate agreements and a license with Sempra Communications, a License Agreement (Attachment D), a Transmission Pole Attachment Agreement (Attachment E), and a License to Use Rights of Ways (Attachment F).

No cost information is required for this Advice Letter. This Advice Letter will not increase any rate or charge, conflict with any schedules or rules, nor cause the withdrawal of service.

NOTICE

In accordance with Section III-G of General Order 96-A, a copy of this filing has been provided to the utilities and interested parties shown on the attached list, including interested parties in R.95-04-043 and I.95-04-044, either electronically or via the U.S. mail, properly stamped and addressed. Copies of this filing, with copies of each of the agreements, are also being provided to Metricom, Inc., Pacific Bell Wireless, Cox PCS Assets, L.L.C., and Sempra Communications.

Due to the size of the six agreements they have only been provided to the Commission and to the parties that signed the agreements with SDG&E. Copies of the agreements can be obtained by contacting Martha Ulloa at (619) 696-4059 or by e-mailing her at the address below.

Address changes should be directed to Martha Ulloa of Sempra Energy by facsimile at (619) 696-4027 or by e-mail at mulloa@sempra.com.


LEE SCHAVRIEN, Director
Regulatory Case Management
and Tariff Administration

Enclosures

(cc list enclosed)

(S:Reg_Aff/Data/Adviceletters/jointpole.Doc)

CALIFORNIA PUBLIC UTILITIES COMMISSION

PROPOSAL/ADVICE LETTER SUMMARY

| | | | | | |
|--|------------------------------|---|------------------------------|------------------------------|---|
| COMPANY NAME: <i>San Diego Gas & Electric Company</i> | | CPUC CORP.ID: <i>U 902-E</i> | | | |
| TYPE OF UTILITY: | | CONTACT PERSON: | | | |
| <input type="checkbox"/> LEC | <input type="checkbox"/> IEC | <input type="checkbox"/> CER | <input type="checkbox"/> CEC | <input type="checkbox"/> RTU | Name: Jim Frank Phone number: (619) 696-4008 |
| <input type="checkbox"/> WTA | <input type="checkbox"/> WTB | <input type="checkbox"/> WTC | <input type="checkbox"/> WTD | <input type="checkbox"/> SWR | |
| <input type="checkbox"/> GAS | <input type="checkbox"/> STM | <input checked="" type="checkbox"/> ELC | <input type="checkbox"/> PLC | | |

| * EXPLANATION OF TYPE OF UTILITY | |
|---|-----------------------|
| LEC= Local Exchange Carrier | WTC= Water class C |
| IEC= Interexchange Carrier | WTD= Water class D |
| CER= Cellular Resellers only | SWR= Sewer |
| CEC= Cellular Carriers (wholesale/retail) | GAS= Gas |
| RTU= Radio Telephone Utilities | STM= Steam |
| WTA= Water class A | ELE= Electric |
| WTB= Water class B | PLC= Pipeline Carrier |

| DATE FILED/RECEIVED |
|---------------------|
| (stamp by CPUC) |

PLEASE fill in ALL information

| | |
|---|---|
| Is this a PROPOSAL or ADVICE LETTER ? | Your filing Number: 1280-E |
| <input type="checkbox"/> PROPOSAL <input checked="" type="checkbox"/> ADVICE LETTER | ->If Proposal previously submitted, its number: _____ |
| Documents Authorizing filing: D.98-10-058 | (Decision Number, Resolution Number, Legislation, etc.) |
| Effective Date Requested: Info Only | Estimated annual effect on: \$ - \$ - |
| Number of Tariff Sheets: 0 | (Revenue) (Cost) |
| Tariff Schedules affected (list): None | |
| Subject of filing: Informational Advice Letter -- Executed Joint Pole Agreements with Telecommunication Carriers and Cable TV Companies, Pursuant to Decision 98-10-058, Appendix A, Rule VI | |
| KEYWORDS identifying subject matter (choose from CPUC listing) | |
| Informational Filing _____ | Compliance _____ |
| Joint Pole Agreements _____ | _____ |

FOR CPUC OFFICE USE ONLY

G.O. 96-A, Sec. III (G)
 ADVICE LETTER FILING MAILING LIST
 CC: (w/enclosures)

| | | |
|--------------------------------|-------------------------------|-----------------------------------|
| Public Utilities Commission | Enron | SCANA Energy Trading Co. |
| Director - ORA | G.E. Goodrich Co | Scott, Addis |
| Thomas Lew - ORA | Goodin, MacBride, Squeri, | Scripps Clinic |
| M. Pocta - ORA | Scholtz & Ritchie | Sea World |
| J. Grieg - ORA | Graham & James | Sithe Energies |
| M.D. McNamara - ORA | Green Mountain.Com Company | Solar Turbines |
| W. Franklin | Grossmont District Hospital | Southern California Edison |
| W. Scott - ORA | Grueneich Resource Advocates | Southern California Gas Co |
| California Energy Commission | Hamilton, Richard | Stichler Design Group |
| Gail Budin-Gordon | HMH Resources | Super System |
| ACWA | Hawthorne Power Systems | TRW |
| Anza Electric Cooperative | Henwood Energy Services | TURN, Michel Florio |
| Arter & Hadden LLP | Hilen, Chris | TXU Energy Services |
| AT&T Global Information | Jackson, Tufts, Cole & Black | UCAN, Michael Shames |
| B.F. Goodrich Aerospace | Jeffer, Mangels, Butler | University Energy |
| Barkovich & Yap, Inc. | & Marmaro | Utility Bill Consultants |
| Bartle Wells Associates | Jones, Day, Reavis & Pogue | Utility Cost Management |
| BENTEK Energy Technologies | Koteen, George | Utility.Com |
| Beta Consulting | Kyocera America Inc | Utility Resource Management |
| Bonneville Pacific Corp | LSW Engineers | Utility Solution Inc |
| Brising Sauvage | Luce, Forward, Hamilton | Utility Specialists |
| CCTA | & Scripps | Utili-Tech |
| AMDAX | Met Life | Western Manufactured Housing |
| CSC Energy Service | Monsanto | Community Association |
| California Edison Utilities Co | Morrison & Foerster | The Zettl Company |
| CalMat Company | MRW & Associates | Interested Parties in R.95-04-043 |
| CellNet Data Systems | NCR Corp. | and I.95-04-044 |
| Children's Hospital | Naval Facilities Engineering | Metricom, Inc. |
| City of Poway | New Energy, Inc. | Pacific Bell Wireless |
| City of San Diego | New West Energy | Cox PCS Assets, L.L.C. |
| Commonwealth Energy Corp | Nutra Sweet Kelco Co. | Sempra Communications |
| Computer Sciences | Onsite Energy | |
| Connex | O'Rourke & Company | |
| Crossborder Services | Pacific Gas & Electric | |
| Dept of The Navy | Poway Unified School District | |
| Dept of Veteran Affairs | Premier Utility Consultants | |
| Medical Center | PUSD/Facilities | |
| Duncan, Edward | R.M. Hairston Co | |
| Duckett & Associates | Recon Research Corp | |
| Dynegy, Inc. | Regulatory & Cogeneration | |
| Energy Law Group LLP | Services | |
| Energy Solutions | SAIC | |
| Energy Strategies, Inc. | San Diego Reg. Energy Office | |

BY FACSIMILE AND OVERNIGHT MAIL

Mr. Jerry Royer
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

This has been sent by the Regulatory Affairs Tariff Administration
Department of Sempra Energy in San Diego.

This is to notify you that the San Diego California Public Utilities
Commission (CPUC) is closed at this time for filing of the attached Advice
Letter Number(s) 1280-E.

Per the San Diego CPUC notice, I am faxing you the first page of the Advice
Letter. On this same day, I will be forwarding the entire document with the
required number of copies via Overnight Mail.

If you have any questions, please feel free to contact me at 619.696.4059
Thanks.

Martha C. Ulloa

Frank, James E.

From: Lafrenz, Donald J. [dlf@cpuc.ca.gov]
Sent: Tuesday, January 09, 2001 2:08 PM
To: 'jfrank@sempra.com'
Subject: Advice Letter 1280-E

Jim -- I suggest that SDG&E serve a copy of AL 1280-E (Informational filing on Joint Pole Agreements with Telecom Carriers) on the CPUC's Telecommunications Division.

*Copy of 1280-E was provided to
Jack Lutz, Director of JELCO Division,
on 1/9/01.
Jim Frank*

***** -COMM. JOURNAL- ***** DATE DEC-20-2000 ***** TIME 17:01 *** P.01

MODE = TRANSMISSION

START=DEC-20 16:59

END=DEC-20 17:00

| STN NO. | COM | ABBR NO. | STATION NAME/TEL.NO. | PAGES | DURATION |
|---------|-----|----------|----------------------|-------|-----------|
| 001 | OK | <03> | K.COUGHLAN | 003 | 00:01'00" |

-SEMPRA REG. AFFAIRS -

***** -6196964005 - ***** - 619 696 4005- *****

SDG&E

ADVICE LETTER 1280-E

ATTACHMENT A

**LICENSE AGREEMENT BETWEEN SDG&E
AND METRICOM, INC.**

LICENSE AGREEMENT

(Pole Attachment - Communication Signals)

THIS LICENSE AGREEMENT (the "Agreement"), made this 7~~th~~ day of JANUARY, 2000, between SAN DIEGO GAS & ELECTRIC, a California corporation (hereinafter referred to as "SDG&E" or "Licensor") and METRICOM, INC., a Delaware corporation (hereinafter referred to as the "Licensee") is for the purpose of setting forth the terms and conditions that shall govern Licensee's use of any and all poles (includes "stubs") owned by SDG&E, but does not provide approval for any particular attachments. This Agreement supersedes any other agreement or agreements between SDG&E and Licensee for pole attachments and applies to all present and future attachments of Licensee's equipment as hereinafter defined and is effective from and after the above date.

1. Scope of Agreement. Licensee's use of SDG&E poles shall be confined to supporting those radios, antennas, cables and wires, together with associated messenger cables, guy wires, anchors, mounting brackets, electric conduit and other appurtenances (all hereinafter called "equipment") for which SDG&E gives Licensee prior written permission to install pursuant to this Agreement. Said equipment shall be used only for transmission and reception of radio frequency signals using Licensee's digital wireless communications microcellular radio network. Any and all of said equipment shall be located only on that portion of SDG&E poles used for communication facilities and not on that portion used for electrical transmission or distribution. SDG&E hereby grants to Licensee rights of ingress and egress to and from each of the poles covered by this Agreement to the extent permissible. It will be Licensee's sole duty to obtain authority from the owner of the Third Party Structures to attach, install, and operate their equipment on those structures. The license granted by this agreement recognizes that Licensee may be attaching to Third Party

Structures which are attached to Licensor poles, and that Licensor licenses Licensee to use those poles in the same manner as Licensee would use a Licensor pole which does not have a Third Party Structure. Upon request of Licensor, Licensee shall furnish to Licensor documentation of permission from the owner(s) of the Third Party Structures utilized by Licensee.

2. Pole Attachment Application. Whenever Licensee shall desire to place equipment upon any of SDG&E's poles, it shall submit a written application (the "Application") for permission to do so, in the number of copies and in the form from time to time prescribed by SDG&E. The current form of such application, which may be adjusted at SDG&E's sole discretion, is attached hereto as Exhibit A and incorporated herein by reference. Each Application submitted by Licensee may cover up to a maximum of fifty (50) proposed pole attachment locations, as determined by Licensee in its discretion, with the proposed pole locations attached to the Application in the format specified by SDG&E. SDG&E agrees to use its best efforts to process Licensee's Applications within the timelines specified for such processing in applicable internal SDG&E manuals. If an Application is approved by SDG&E in its sole and absolute discretion, permission to place the equipment described in said Application upon the pole or poles therein identified within the time specified therein shall be granted by SDG&E by delivery to Licensee of one copy of said approved application (the "Approved Application") signed by SDG&E's Joint Facility Administrator or other authorized employee designated by SDG&E, in the place provided thereon.

3. Grant of Installation Permission; Inspection. Upon receiving an Approved Application, but not before, and upon payment of the sums required as specified herein, Licensee shall have the permission to install, replace, maintain and use its equipment described in such Approved Application upon the pole(s) identified therein, provided, however, that before commencing any such installation Licensee shall notify SDG&E Construction Department of the specific time it proposes to do said work sufficiently in advance thereof so that SDG&E may, at its option, and at the expense of Licensee, arrange to have its

representative present when such work is performed. Five (5) working days advance notice shall be deemed sufficient notice for this purpose. SDG&E, at its option, and at the expense of Licensee, may elect to inspect the final construction after completion, in lieu of during the work. Inspections will be performed by an individual inspector with inspection expenses billed on actual cost.

(a) Additional Equipment. Licensee shall not have permission to place any additional equipment upon any pole used by it or materially change the position of any equipment attached to any pole without SDG&E's prior written approval. Requests to place additional equipment on a pole, previously approved for an attachment by SDG&E, will be accomplished by written Application in conformance with all provisions of this agreement addressing new attachment requests. The non-refundable fee for this process shall be twenty-five dollars (\$25.00) per pole on the application.

4. (a) Licensee shall pay an annual "License Agreement" administration fee of \$300.

(b) Thirty (30) days after approval by Licensor to attach to a pole, Licensee will be billed in accordance with paragraph 27 of this agreement. Except as otherwise provided herein, approval of Licensee's application and acceptance of the fee by SDG&E shall entitle Licensee to use that pole, for the approved attachment. Licensee shall pay an attachment fee for all poles used, regardless of age, size or attachment type.

The annual attachment fee, commencing January 1, shall be \$40.00 per year, per pole, which may be escalated annually, at SDG&E's discretion, by the Consumer Price Index. Payment for each pole to which Licensee attaches during a contract year shall be prorated at one-twelfth (1/12) of the annual fee amount based on the number of whole months remaining during the contract year, which amount shall be paid at the time Licensee receives an Approved Attachment.

5. Evidence of attachment Authorization. Licensee shall be solely responsible for obtaining attachment authorization. Upon written request of SDG&E, Licensee shall provide evidence of attachment approval for any SDG&E pole on which Licensee has an attachment. If Licensee can not provide evidence of attachment authorization, Licensee shall pay to SDG&E a one-time payment of five hundred dollars (\$500.00), and if all other requirements of this Agreement have been met with respect to such attachment, SDG&E will provide evidence of authorization to the Licensee for the attachment.

6. Rearrangement and Replacement of Facilities.

(a) Rearrangement to Accommodate Licensee's Equipment. If in the sole judgement of SDG&E, the accommodation of any of Licensee's equipment necessitates the rearrangement of facilities on an existing pole or the replacement of an existing pole to provide adequate pole space, the Licensee will pay in advance and in addition to any other fees required by paragraph 4 above, a fee of two hundred and fifty dollars (\$250.00) for each pole identified as requiring rearrangement or replacement. Such additional fee shall be for engineering and estimating the rearrangement and/or replacement of facilities to allow for Licensee's attachments. In addition, Licensee shall pay the actual cost incurred by SDG&E for such rearrangements and/or replacements as are applicable to and necessitated by Licensee's equipment except that Licensee shall receive a credit equal to the amount of the engineering fee toward the actual cost of the rearrangement or replacement of facilities if approved for construction by SDG&E. Licensee shall be entitled to receive a written scope of work and estimate of such costs prior to accepting responsibility for such costs. Should Licensee decide not to proceed with all or any part of the requested attachment, the per pole engineering fee will be retained by SDG&E.

(b) Rearrangement to Accommodate SDG&E. If in SDG&E's sole judgement, Licensee's existing equipment on any pole interferes with or prevents the placing of any additional facilities required by SDG&E for its own internal and regulated electrical and gas business needs, and if in SDG&E's sole

judgement these additional facilities could be placed on the existing pole if Licensee's equipment were not on the pole, SDG&E shall notify Licensee of the need for rearrangement of facilities or the need to replace the pole in order to continue the accommodation of Licensee's equipment. SDG&E shall notify Licensee of: (i) the need for Licensee to rearrange its facilities, or (ii) the estimate of the cost of changing out the pole or rearranging SDG&E facilities.

If Licensee desires to continue to maintain its equipment on said pole(s); it must notify SDG&E within thirty (30) days of receipt of notice from SDG&E, of its intent to rearrange Licensee's equipment. Licensee shall rearrange its facilities within the next ninety (90) days after the date of such notice of election or pay actual costs for SDG&E to change out the pole(s) or rearrange SDG&E facilities based solely on SDG&E's decision. If Licensee does not desire to maintain its equipment on said pole(s), Licensee shall so notify SDG&E. Then, at Licensee's sole expense and risk, Licensee shall remove its equipment within ninety (90) days of the original notification by SDG&E. If Licensee fails to remove its equipment within ninety (90) days, SDG&E may remove Licensee's equipment at the sole risk and expense of Licensee. In addition, if Licensee elects to remove its equipment from the pole in lieu of rearrangement of its equipment or SDG&E's equipment or changing out the pole, Licensee shall be entitled to re-install its equipment on another SDG&E pole upon written application therefor in accordance with the procedures set forth herein, except that the Application Fee and the Attachment Fee set forth in paragraph 4(b) above shall be waived to the extent they have been paid with respect to the existing installation.

7. Installation of Equipment.

(a) Performance of Installation. Licensee shall have the right to install its approved equipment on pole locations specified in any Approved Application utilizing qualified contractors. Licensee shall at its own risk and expense, place and maintain said equipment upon said poles (i) in a safe condition and in good repair, (ii) in a manner satisfactory to

SDG&E so as not to conflict or interfere with the working use of said poles by SDG&E or other previously permitted users of said poles; and (iii) in conformity with such requirements and specifications as SDG&E may from time to time prescribe and with all laws and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including without limitation, General Order No. 95 of the Public Utilities Commission of the State of California and any supplements thereto and revisions thereof.

(b) Time of Installation. Licensee shall complete the installation of its equipment upon the pole or poles covered by each approved individual application within such reasonable time limit as SDG&E shall state on said application for such installation, but in no event less than thirty (30) days; and if Licensee should fail to complete the installation of its equipment on said pole or poles within the prescribed time limit, or if no such time limit is stated by SDG&E, then within a reasonable time, the permission granted by SDG&E to place said equipment upon said pole or poles may, at SDG&E's option, be revoked. If revoked, Licensee shall not have the permission to place said equipment upon said pole or poles without first reapplying for and receiving permission to do so, all as prescribed hereinabove. In determining whether or not said permission is to be revoked, SDG&E agrees to, on a case-by-case basis, take into consideration any unusual circumstances faced by Licensee that cause delay(s) in the performance of its obligations hereunder, that are beyond Licensee's reasonable control (i.e., force majeure). In the event of revocation as herein described, SDG&E shall refund to Licensee the full cost of the Attachment Fee paid under Section 4(b), less an application-processing fee of twenty dollars (\$20.00).

8. New Licensee Pole Exclusion Zones. In order to keep the number of poles on public thoroughfares and elsewhere to a practicable minimum, Licensee agrees not to erect any pole similar to the SDG&E poles covered by this Agreement (i.e., an electric distribution pole) of its own within three hundred feet (300') of any location where SDG&E is willing to accommodate

Licensee's equipment or to provide a pole adequate to accommodate Licensee's equipment.

Licensee further agrees not to erect any pole similar to the SDG&E poles covered by this Agreement (i.e., an electric distribution pole) of its own within three hundred feet (300') of any existing pole of SDG&E and further not to erect any pole of its own where no pole exists until SDG&E notifies Licensee that SDG&E does not desire to erect, at its sole cost and expense, new pole facilities at or near that location. SDG&E shall be deemed to have so notified Licensee if actual notice from SDG&E is not received by Licensee within sixty (60) days of SDG&E's receipt of Licensee's notification in writing of Licensee's pole needs.

9. Retention of Pole Ownership Rights. Nothing in this Agreement shall impose any obligation upon SDG&E to grant permission to use any of its poles and nothing herein shall restrict Licensee from negotiating with other pole owners for use of space on their poles or for space on poles jointly used by them with SDG&E.

10. No Obligation to Maintain in Existence. Nothing in this License Agreement shall obligate SDG&E to maintain its poles or any of them in existence for a period of time longer than the same are convenient or necessary for SDG&E's own service requirements.

11. Physical Supports.

(a) Guys or Anchors. Where necessary and as approved by SDG&E, Licensee shall install guys or anchors, or both, to hold the strains of Licensee's equipment upon the poles involved.

(b) Joint Anchor Use. When in the opinion of SDG&E, conditions necessitate joint use of an anchor; SDG&E shall construct and maintain a mutually acceptable anchor. If replacement of an existing anchor is required to provide a joint use anchor Licensee will pay to SDG&E the actual cost of the anchor change out.

(c) Strain Defined. The term "strain" shall mean the forces created by the failure of a pole and its facilities located thereon to maintain a static equilibrium.

12. Right to Maintain and Operate Existing Facilities. SDG&E reserves to itself and to each owner of facilities upon said poles the right to maintain said poles and to operate their facilities thereon in such manner as will best enable it to fulfill its own service requirements. Subject to the provisions of paragraph 19(b) below, neither SDG&E nor any said owner shall be liable to Licensee for any interruptions to Licensee's service or for any interference with the operation of Licensee's equipment arising in any manner from the use of said poles and the facilities thereon by SDG&E and each said other owner. SDG&E agrees to notify Licensee, prior to any event where SDG&E undertakes scheduled work on or near (within fifty (50) feet) Licensee's equipment or facilities, or as soon as reasonably possible after SDG&E becomes aware that other SDG&E permitted user(s) are or will undertake work having, in SDG&E's sole reasonable judgement, a reasonable expectation of having a possible adverse impact on Licensee's equipment and facilities.

13. Safe Installation Procedures. Licensee shall require its employees and agents working on or about any joint poles or their attachments to inspect the same and the implements with which they work as well as all crossarms and wires; and to ascertain that the same are reasonably safe to work with or upon before climbing or going upon such poles, attachments, crossarms or wires, and shall also charge such employees and agents with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees and agents work and with the duty of ascertaining that the same are in reasonably safe condition to work with or upon before going upon or using the same.

14. Security Precautions. In furtherance of the purpose of law, rules and regulations relating to security, espionage, sabotages and subversive activities, Licensee agrees as follows:

(a) Identification. To provide suitable identification and authorization to each employee, agent, and/or contractor of Licensee who will have occasion to perform work on or about SDG&E poles, hereinafter described as an Authorized employee, agent and/or contractor of Licensee.

(b) Security Rules. To cause each such Authorized employee, agent, and contractor to observe faithfully and to comply strictly with all general security rules which SDG&E reasonably may find necessary or advisable in the premises, which SDG&E shall provide to Licensee in writing.

(c) Prevention of Security Risks. Not to assign any work on or about SDG&E poles to any such Authorized employee, agent, or contractor who, in the reasonable judgement of SDG&E, Licensee, or other competent authority, is a doubtful security risk.

15. Injury, Damage, and Indemnification.

(a) Liability for Injury or Damage. Licensee shall be wholly and solely responsible and liable for all injuries or damage to persons (including, but not limited to, members of the general public, or any Authorized employee, agent, or servant of either party) or real or personal property, to the extent that such injury or damage was caused by Licensee's breach of duty, negligence, or intentional or unintentional act pursuant to its obligations under this contract. All users of SDG&E owned poles are expected to exercise reasonable care with respect to other pole users facilities.

(b) Indemnification. Licensee shall hold harmless, indemnify, and defend SDG&E, together with any and all of SDG&E's employees and Authorized agents, from and against any and all claims, loss, liability, or expense (including reasonable attorney's fees) for injury to or death of any person, or damage to or destruction of any property, in any way connected with Licensee's improper performance or lack of performance of its obligations, duties, or responsibilities as set forth herein, whether that performance was negligent or otherwise, except to

the extent that any of the damage, loss, or liability arose from the negligence or misconduct of SDG&E.

(c) Defense of Claims. Upon SDG&E's request, the Licensee shall, pursuant to this indemnification paragraph, defend at its expense any claims, suit, or action brought against SDG&E, against which Licensee has an obligation to defend SDG&E under paragraph 15(b) above. SDG&E shall, at its option and expense, have the right to participate in such defense, without relieving the other party of any of its obligations hereunder. In any claim, suit, or action in which Licensee has agreed, in writing, that Licensee is obligated to indemnify SDG&E, SDG&E will not settle the claim, suit or action without prior written consent of Licensee (such consent not to be unreasonably withheld).

16. Necessary Authorizations and Title.

(a) Easements and Permissions. Unless otherwise agreed to, in writing, in association with a specific application or group of specific applications, Licensee shall be solely responsible for obtaining any necessary easements, rights-of-way privileges, approvals for encroachment and/or other written permission from the owner of the real property encumbered for the installation and maintenance of its cable, anchors and all other attachments made to or on SDG&E poles.

(b) Limitations to SDG&E Property. Nothing in this Agreement shall be construed to confer any permit, license, or grant to use the property of any persons other than the written revocable license to use SDG&E poles, provided that this Agreement and the licenses conferred hereunder shall not be revoked except pursuant to the terms of paragraph 22 below ("Default of Licensee") or terminated by the terms of paragraph 29 below ("Term of Agreement").

(c) Legal Prohibition of Use. Upon written notice from SDG&E to Licensee that the use by Licensee of any pole or poles of SDG&E is forbidden by Federal, State or Municipal authorities, accompanied by written evidence from such authority, permission

to attach to such pole or poles shall immediately terminate, and Licensee shall forthwith remove its equipment therefrom. Should Licensee desire to appeal the prohibition from the appropriate authority, Licensee shall notify SDG&E and the prohibiting authority within 10 days of receipt of SDG&E's written notice. Licensee is responsible to obtain approval from the prohibiting authority to maintain its affected facilities until the appeal process is completed. This paragraph is subject to the conditions of paragraphs 7. (a) "Performance of Installation" and 10. "No Obligation to Maintain in Existence" above.

(d) Licensee's Equipment Operation Authorizations. Upon SDG&E's request, Licensee shall submit a copy of any and all required State or Municipal permits authorizing development and operation of its system on the poles.

(e) Relocation Cost Reimbursement. Licensee agrees to pay SDG&E any and all costs and/or expenses (including court costs and reasonable attorney fees) which may be incurred in the relocation of any SDG&E pole or poles, equipment or facilities, from any easement, that SDG&E may expend in reimbursement to any property owner, which costs and expenses would not have been incurred except by reason and to the extent of the presence of Licensee equipment or facilities thereon.

(f) No Grant of Ownership. No use, regardless of expenses incurred by Licensee, of any pole or poles under this Agreement shall create or vest in Licensee any ownership or property rights therein.

17. Licensee's Option to Remove Equipment. Licensee may at any time remove all or part of its equipment from any of said poles and, in each such case, it shall immediately give SDG&E written notice of such removal in the number of copies and in the form from time to time prescribed by SDG&E. Except as to replacement or upon SDG&E's request for temporary relocation, removal of such equipment from any pole shall constitute a termination of Licensee's right to use such pole as to such equipment as had been removed. Licensee shall have the right to terminate individual authorizations to attach its equipment and

appurtenances to specific poles under this Agreement pursuant to the requirements set forth in the Pole Attachment Authorization. Any such termination shall have no effect on the continued effectiveness of this Agreement.

18. Contractual Relationship Only. Nothing in this Agreement shall create any special relationship between SDG&E and Licensee, such as an agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to in its business dealings with others, the words and marks "SDG&E", "SAN DIEGO GAS & ELECTRIC", or any other words and marks owned by or used by SDG&E in identifying itself or by others in referring to it, without specific written permission to do so.

19. Damage to Facilities; Interference.

(a) Licensee's Damage of Facilities. Licensee shall exercise all reasonable precautions necessary to avoid Licensee's causing damage to the facilities of SDG&E and others on the pole(s); and Licensee shall be fully responsible for any and all loss from damage to such facilities caused by Licensee. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for all reasonable costs incurred in repairing any such damage.

(b) SDG&E's Damage of Facilities and Equipment. SDG&E shall exercise all reasonable precautions necessary to avoid damaging and/or intentionally causing physical interference to or with the facilities and equipment of Licensee and shall make an immediate report to Licensee of the occurrence of any such damage and/or intentional physical interference caused by its employees, agents or contractors. SDG&E agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the repair of such facilities damaged by SDG&E.

20. Right of Inspection. After the initial inspection specified in paragraph 3 above following the installation of

Licensee's equipment, SDG&E shall have the right, at no cost or expense to Licensee, to inspect each installation of Licensee's equipment upon and in the vicinity of SDG&E poles and to make inspections as often as conditions may warrant. Such inspections, whether made or not, shall not relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

21. Insurance. Throughout the life of this Agreement, Licensee shall maintain in full force and effect with insurance companies satisfactory to SDG&E:

(a) Worker's Compensation Insurance in accordance with statutory requirements and limits, including U.S. Longshoremen & Harbor Worker's Compensation Act coverage, where applicable; and

(b) Comprehensive General Liability Insurance, including contractual liability assumed by Licensee under this Agreement, with limits of not less than \$5,000,000 for bodily injury and property damage combined or such other reasonable level as SDG&E may from time to time require upon giving notice to Licensee.

(c) Automobile Liability Insurance with limits of not less than \$1,000,000.

The insurance described in (b) above shall name SDG&E as an additional named insured, shall contain a severability of interest or cross liability clause, and shall be primary for all purposes.

Certificates of insurance evidencing the coverage's in (a) and (b) above shall be filed with and approved by SDG&E prior to the installation of any of said equipment upon said poles and prior to the expiration of each policy year thereafter. The certificates of insurance shall provide that written notice be given to SDG&E at least thirty (30) days prior to cancellation or reduction in the policy limits of any coverage. Mail to SDG&E, Risk Management Department, P.O. Box 1831, San Diego, California 92112.

22. Default of Licensee. If Licensee should default in any of its material obligations under this Agreement and shall fail to cure or remedy any such default within thirty (30) days following written notice from SDG&E of such default, SDG&E may, by a further written notice of thirty (30) days to Licensee, forthwith revoke this License or terminate any and all permits or approved applications given hereunder, and Licensee shall, at SDG&E's option, either continue to cure and remedy any such default or remove its equipment from the poles to which said termination applies within ninety (90) days from such notification. Application of this paragraph to the License in total shall not be unreasonable. The obligations of Licensee hereunder shall survive such termination of this Agreement until fully performed by Licensee; however, upon failure of Licensee to remove its equipment within said ninety (90) days, SDG&E may remove such equipment and charge all costs associated with such removal to Licensee, together with any reasonable storage costs incurred.

23. Default of Equipment Removal Obligation. In addition to any other rights of SDG&E hereunder or at law or equity, if Licensee should default in the removal of its equipment from any pole within the time allowed for such removal or should default in the performance of any work which it is obligated to do under this Agreement, SDG&E may elect to do such work at Licensee's sole risk and expense, and Licensee, on demand, will reimburse SDG&E for the entire expense thereby incurred.

24. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. All arbitration proceedings shall be conducted in San Diego, California. The prevailing party, as determined by the Arbitrator(s), in any such proceeding shall be reimbursed its reasonable attorney fees and costs related to the proceeding by the other party.

25. Laws of the State of California. This Agreement shall be governed and construed by and in accordance with the laws of the State of California without reference to its conflicts of law principles.

26. No Waiver; Severability. The failure of SDG&E or Licensee to enforce any provision of this Agreement or the waiver thereof in any instance, including but not limited to the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

27. Timing of Payments Due. All amounts payable by Licensee to SDG&E or others under the provisions of this Agreement shall, unless otherwise specified, be due and payable within thirty (30) days after presentation of bills thereof. Nonpayment of any such amount when due shall constitute a default of this Agreement.

28. Nonexclusive Attachment Rights. Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by SDG&E, by contract or otherwise, to others not parties to this Agreement to use any poles covered by this Agreement; and SDG&E shall have the right to confer, continue or extend such rights or privileges, provided that such additional conferrals or extensions do not materially diminish Licensee's beneficial enjoyment, for its then existing facilities only, of this Agreement. All users of SDG&E owned poles are expected to exercise reasonable care with respect to other pole users facilities and their operability.

29. Term of Agreement. The term of this License shall be twenty (20) years. However, this License may be terminated earlier by (i) either party for cause or material default, effective thirty (30) days after delivery of notice to the other party, or (ii) for any or no reason by Licensee upon one (1) year prior written notice of Licensee's intention to terminate.

Any termination of this Agreement in whole or in part shall not release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, which may have accrued or which may be accruing, or which arises out of any claim that may have accrued, or may be accruing at the time of termination.

30. Transfer and Assignment. Licensee may not assign, transfer, sublease, or sublet any privilege given to it hereunder without the prior consent in writing of SDG&E (such consent not to be unreasonably withheld, conditioned, or delayed in the case of an assignment to a subsidiary or an affiliate company, or the sale of Licensee's entire telecommunications network on SDG&E poles - SDG&E shall be deemed to have so notified Licensee if actual notice from SDG&E is not received by Licensee within ninety (90) days of SDG&E's receipt of Licensee's notification in writing of Licensee's assignment or sale), but otherwise this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

31. Contractor's Insurance Requirements. Licensee agrees that no contract work done for it by an independent contractor shall be done by any person, firm, or corporation, without requiring insurance from said independent contractor as required of Licensee in paragraph 21 above and that SDG&E shall be included in the various insurance policies required therein as an additional named insured as specified in said paragraph.

32. Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on SDG&E poles and should such tax be assessed and required to be paid by SDG&E, Licensee, on demand, will reimburse SDG&E in the amount of such tax so paid by SDG&E, to the extent such tax is attributable to Licensee's occupancy on SDG&E poles.

33. Revocation of Agreement under G.O. 69-C. In addition to and separate from any other provision of this Agreement, providing for revocation or termination by SDG&E, the provisions of this Agreement are conditional upon the right of SDG&E to

immediately revoke this License whenever in the interest of its service to its patrons or consumers in the conduct of its regulated electrical or gas utility business, it shall appear necessary or desirable to do so, as provided by General Order No. 69-C of the Public Utilities Commission of the State of California.

34. Notices. Whenever in this Agreement notice is provided or required to be given by one party hereto to another, such notice shall be in writing and transmitted by United States mail or by personal delivery to SDG&E at its office at 8316 Century Park Court, Suite 5203B, Attn: Joint Facilities, San Diego, California 92123-1582, or to Licensee at Metricom, Inc., Attn: Network Real Estate Department, 980 University Avenue, Los Gatos, CA 95352, or to such other address as either party hereto may, from time to time, designate for that purpose, and shall be deemed given two (2) days following its deposit in the United States mail by certified or registered mail with return receipt requested.

35. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by both parties. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent.

36. Headings. The caption and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SAN DIEGO GAS & ELECTRIC

METRICOM, INC

-Licensor-

-Licensee-

By:



By:



Vice President

Title:

Dale W. Marquart, Esq.
General Counsel &

Date:

1/7/2000

Date:

Senior VP Administration

SDG&E

ADVICE LETTER 1280-E

ATTACHMENT B

**LICENSE AGREEMENT BETWEEN SDG&E
AND PACIFIC BELL WIRELESS**

LICENSE AGREEMENT

THIS AGREEMENT, made this 6th day of July, 2000,
199,
between SAN DIEGO GAS & ELECTRIC, Party of the First Part (hereinafter referred to as the
“Licensor” and PACIFIC BELL WIRELESS, Party of the Second Part (hereinafter referred to as
the “Licensee”).

WITNESSETH:

WHEREAS, said Licensor is engaged in the business of constructing, maintaining and
operating electric distribution facilities and selling electric energy for light, heat and power for
the residents and inhabitants of the County of San Diego and of a portion of the County of
Orange, State of California, and elsewhere, all under franchise or franchises granted by the
several municipalities in said counties of San Diego and Orange, and by the County of San
Diego and by the County of Orange; and

WHEREAS, incident to the distribution of electric energy the Licensor has erected poles
and other structures within the territory in which said electric energy is distributed and used, the
said poles and structures being located on roads, highways and private and public places; and

WHEREAS, Licensor may have granted to other parties a right to use said poles; and

WHEREAS, Licensee has a Certificate of Public Convenience and Necessity (CPCN) from the California Public Utility Commission (CPUC); and

WHEREAS, Licensee desires to use poles (but not other structures) owned by the Licensor as supports for cables, wires and appliances, together with associated messenger cables, guy wires, anchors and other appurtenances (but not including amplifiers nor antennas) all hereinafter called "equipment" of "Licensee's equipment", and

WHEREAS, said poles do now or may in the future support electric supply conductors of either or both above and below 600 volts and/or electric communication conductors or fiber optics for telephone or other communication purposes.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is mutually agreed by and between the parties hereto that the following terms and conditions shall govern Licensee's use of the aforesaid poles as Licensor may, upon application, permit Licensee to use in the conduct of its Telecommunications Business:

1. Licensee's use of said poles shall be confined to supporting such of its equipment as Licensor has given Licensee written permission to install; and said equipment shall be used only for Licensee's Telecommunications business. Nothing contained in this License Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular pole or poles. Licensee agrees not to attach amplifiers to any pole or poles owned by San Diego Gas & Electric.
2. Whenever Licensee shall desire to place equipment on any of said poles, Licensee shall make written application to Licensor for permission to do so in the number of

copies and in the form from time to time prescribed by Licensor. If said application is approved, permission to place the equipment described in said application on the pole or poles therein identified shall be granted by Licensor by signing one copy of said application in the place provided thereon for that purpose and returning said signed copy to Licensee.

3. Upon receipt of said signed copy of said application, but not before, Licensee shall have the right to install, maintain and use its equipment described in said application on the pole or poles identified therein; provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present when such work is performed, and provided, further that Licensee shall complete said installation within such reasonable time limit as may be specified in said approved application.
4. Licensee shall not have the right to place, nor shall it place any additional equipment on any pole used by it hereunder without first making application therefor and receiving permission to do so as provided above, nor shall Licensee change the position of any equipment on any pole hereunder without Licensor's prior written approval.
5. In the event that Licensee desires to use a pole on which there is not adequate space to provide for Licensee's equipment, Licensor will so indicate on said application the necessary changes and the estimated cost thereof and return the same to the Licensee;

and if Licensee still desires to use said pole or any pole erected by way of replacement of an existing pole and returns the application marked to so indicate, Licensor will replace such pole with a longer pole and/or rearrange the facilities on such pole, provided that Licensee pays, in advance, to Licensor and any other party using said pole, by reason of a joint pole agreement or otherwise, the estimated cost to be incurred by each of them of transferring to the new pole all equipment supported by the said existing pole, plus the installed cost of the new pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less an allowance for depreciation included with respect to the pole removed and/or the estimated cost of such rearrangement of facilities.

6. In the event that, in Licensor's reasonable judgment, Licensee's existing equipment on any pole renders inadequate the space for the placement or use of any facilities thereon required by the Licensor, and if said facilities could be placed on said pole by removing Licensee's equipment therefrom, or by rearranging existing facilities thereon, the Licensor may notify the Licensee of the rearrangement of existing facilities or pole replacement and transfers of existing facilities required in order to permit the placement of Licensor's facilities as aforesaid, and to continue the accommodation of Licensee's equipment, together with an estimate of the cost of making any such changes; if Licensee desires to continue to maintain its equipment on said pole, or such replacing pole and so notifies the Licensor, the Licensor will make such pole replacement, if required, and will request the other of the aforesaid parties then maintaining facilities upon such pole to make such rearrangements or transfers of said existing facilities. The same shall be done at the risk and expense of

the Licensee and Licensee will, on demand, pay Licensor for the expense incurred.

Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise. If Licensee does not notify Licensor of Licensee's desire to maintain its equipment on said pole or any replacement pole within thirty (30) days, Licensee shall remove its equipment from such pole within thirty (30) days from such notification from Licensor.

7. In order to keep the number of poles on public thoroughfares and elsewhere to a practical minimum, Licensee agrees not to erect any pole similar to the SDG&E poles covered by this Agreement (i.e., an electric distribution pole) of its own in or upon any public streets, ways, alleys and places as the same may now or hereafter exist within the said franchise area or in or near any location upon other public or private property where Licensor is willing to accommodate Licensee's equipment or to provide a pole reasonably adequate to accommodate Licensee's equipment.

If Licensor is willing to erect poles in such location adequate to provide for the service requirements of the Licensee hereto, Licensor shall so notify Licensee and thereupon Licensee shall make application under this License Agreement for permission to place its equipment thereon. Upon receipt of said application, Licensor shall proceed to erect said poles.

Upon receipt by Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's equipment under the terms and provisions of this License Agreement, or upon failure of Licensor to notify Licensee of approval of its application in accordance with paragraph 3 hereof within ninety (90) days from the date the application is received by the Licensor, Licensee may proceed to erect its own poles, but will not locate any such poles similar to the SDG&E poles covered by this Agreement (i.e., an electric distribution pole) of its own within 300' of an existing pole of Licensor. Until receipt of said notice or until expiration of the aforesaid ninety (90) day period, Licensee will not erect any poles of its own in or upon any public street, way, alley, place or other public or private property where no poles have existed prior thereto.

8. In the event Licensee places and maintains a communications pole or poles in a "franchise position" or any pole or poles similar to the SDG&E poles covered by this Agreement (i.e., an electric distribution pole) of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this License Agreement and Licensor desires to place and maintain a pole or poles of its own in or near the location of Licensee's said pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. The said notice shall designate the pole or poles to be removed and replaced. After said thirty (30) day period, Licensor may replace Licensee's said pole or poles with one of its own. Upon such replacement Licensee's use of Licensor's said pole or poles shall be governed by all of the terms and conditions hereof; provided, however, the provisions of paragraph 15 relating to

the rental of Licensor's poles shall be inapplicable to poles erected as replacement pursuant to the terms of this paragraph. Licensor shall bear the cost of removal and replacement of said poles and of the relocation of Licensee's equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

9. Licensee shall at any time, at its sole risk and expense, upon request of Licensor, relocate, replace or renew said equipment and transfer it to poles erected by way of replacement of existing poles, and perform any other work in connection with said equipment that may be required by Licensor; provided, however, that in cases of emergency, Licensor may, at Licensee's sole risk and expense relocate, replace or renew said equipment, transfer it to poles erected by the way of replacing existing poles and perform any other work in connection with said equipment that may be required in the maintenance, replacement, removal or relocation of said poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said pole or of facilities thereon and the Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

10. Licensee may at any time remove its equipment from any of said poles and, in each such case, Licensee shall immediately give Licensor written notice of such removal in the number of copies and in the form from time to time prescribed by Licensor. Removal of said equipment from any pole and failure to install further approved equipment thereon within thirty (30) days from the date of removal shall constitute a termination of Licensee's right to use such pole; provided, however, that this

provision shall be inapplicable if Licensee's right to use the said pole would otherwise be sooner terminated by reason of the operation of some other provision of this agreement.

11. In the event that it becomes necessary to move, replace or relocate any pole on which Licensee's conductors, appurtenances or equipment are supported, Licensee forthwith, upon notice so to do, at its own cost and expense, shall do all work necessary to remove, replace and/or transfer said equipment of Licensee to the relocated or new pole of Licensor, as the case may be.
12. The occupancy of pole space by Licensee's equipment and the design of attachment thereof shall be subject to the approval of the Licensor and subject to present or future occupancy of pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain said poles and to operate its facilities thereon in such a manner as will best enable it to fulfill its own service requirements. Licensor, its successors or assigns, shall not be liable to Licensee for any interruption to Licensee's equipment arising in any manner from the use of said poles and the facilities owned by the Licensor.
13. Nothing contained in this License Agreement shall obligate Licensor to maintain its poles or any of them in existence for a period of time longer than the same are convenient or necessary for its own service requirements.

14. Commencing January 1, 2000, and on January 1 of each succeeding year during the term of this Agreement, Licensee shall pay Licensor the sum of \$300.00 as a contract administration fee. On those dates, Licensee shall also pay Licensor a fee, described below, for each pole of Licensor to which Licensee is attached. Payment for each pole to which Licensee attaches during a contract year shall be prorated at one-twelfth (1/12) of the annual fee amount based on the number of whole months remaining during the contract year, which amount shall be paid within thirty (30) days after presentation of bills thereof.

The fees applicable shall be calculated pursuant to the formula set forth in CPUC Code 767.5. SDG&E shall calculate that amount by July 1 of each year and shall notify Licensee if a change to that fee shall be made for the pole attachment charge for the following year. The pole attachment charge for the year 2000 is \$5.86 per pole.

By giving six (6) month's notice to Licensee, Licensor may increase or decrease the rates specified in this paragraph, effective as of the first day of the following calendar year. If such changed annual amount is not acceptable to Licensee, Licensee may terminate this License Agreement as elsewhere provided herein.

15. All of Licensee's conductors, appurtenances and equipment supported on or by said pole shall be installed, operated and maintained by Licensee in a workmanlike manner in compliance with General Order No. 95 of the California Public Utilities Commission and any amendments, revisions and supplements thereto, including not less than the minimum clearances from all the other conductors and equipment as

specified in said order, or any superseding order, and in compliance with all applicable laws or ordinances.

16. Approval of the applications is not to be construed as assurance by Licensor that Licensee's conductors, appurtenances and equipment are, or will be erected an/or maintained in compliance with the requirements of General Order No. 95 and applicable laws; to the contrary, Licensor assumes no responsibility for any failure by Licensee to comply with the aforesaid requirements.
17. All work done on or about said poles or for Licensee in connection with the installation, operation and maintenance of Licensee's conductors or equipment shall be performed by workers qualified to perform such work, whether they be Licensee, its employee, its agent contractors or employees of contractors.
18. Licensee shall obtain all necessary permits and rights of way for the erection, operation and maintenance of Licensee's conductors and equipment over, along, across, on, through and under public streets, roads, highways and private property and this agreement shall not be construed as a grant of right of way or easement by Licensor except as to the use of Licensor's poles to support Licensee's conductors and equipment subject to the terms and conditions hereof, after the necessary permits and rights of way have been obtained by Licensee.
19. Licensee shall require that each employee, agent and contractor working on or about said poles under this License Agreement shall observe and comply with all security

rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about said poles by any employee, agent or contractor who is judged a doubtful security risk. Licensee shall provide identification of all workers authorized by Licensee to work on or about Licensee's conductors or equipment on said poles.

20. Should Licensee fail or refuse to perform any of its obligations pursuant to this License Agreement and such failure continues for a period of thirty (30) days after written notice from Licensor, Licensor may revoke Licensee's right to use each, any and all such poles and Licensee shall remove its equipment from such pole or poles within said thirty (30) days; provided, however, that in the event Licensor should revoke Licensee's right to use 30 or more poles within any 30 day period, Licensee shall have sixty (60) days to remove said poles; provided further that in the event Licensor should revoke Licensee's right to use 60 or more poles within any 30 day period, then licensee shall have 120 days to remove said poles; provided, further that in the event Licensor should within any 90 day period revoke Licensee's right to use 90% or more of the poles of Licensor, in use by Licensee as of the beginning of said 90 day period, then Licensee shall have 240 days within which to accomplish such removal. If Licensee should default in the removal of its equipment from any pole within the time allowed for such removal, or should a default occur in the performance of any other work which it is obligated to perform under this agreement, Licensor may elect to do such work at Licensee's sole risk and expense and Licensee, upon demand, will reimburse Licensor for the entire expense thereby incurred. Licensee hereby absolves Licensor from any and all claims or actions which might

arise from the interruption or discontinuous of Licensee's operation as a result of the operation of the provisions of this paragraph, or this agreement as a whole.

21. Licensor does not by the terms and conditions of this agreement, purpose to grant to Licensee any right or privilege whatever to use poles owned by Pacific Bell, even though Licensor itself, has by reason of the said Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee will be obligated to comply with whatever terms and conditions have been or may hereafter be established by the said Pacific Bell for the use of the same.

22. Licensee shall, at its own sole risk and expense, place and maintain said equipment on said poles (I) in a safe condition and in thorough repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said poles by Licensor or others using said poles, or with the working use of facilities of Licensor or others on or from time to time placed on said poles, and (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe and with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

23. Licensee shall complete the installation of its equipment on the pole or poles covered by each approved individual application within such time limit as Licensor shall

designate on said application for such installation; and in the event Licensee should fail to complete the installation of its equipment on said pole or poles within said prescribed time limit, the permission granted by Licensor to place said equipment on said pole or poles shall thereby automatically be revoked and Licensee shall not have the right to place said equipment on said pole or poles without first again applying for and receiving permission to do so, all as prescribed in this License Agreement.

24. A. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of its equipment on said poles in the cases where Licensee's anchorage requirements are not coincident with those of Licensor.

B. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's equipment and of Licensor's facilities on said poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgement such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its equipment on said poles.

C. In those cases where existing guys and anchors are inadequate to support Licensee's strains and separate guys and anchors are not desired or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said poles, or any of them, resulting from the placing of additional facilities on said poles and said guys and anchors would have been adequate to hold the

additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

D. The term "strains" as herein used shall mean the forces created by the failure of a pole and its facilities located thereon to maintain its static equilibrium.

25. Licensee will obtain from public authorities and private owners of real property any and all permits, licenses or grants necessary for the lawful exercise of the permission granted by any application approved hereunder; and upon Licensor's request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements.

26. Licensee shall exercise special precautions to avoid Licensee's causing damage to the facilities of Licensor and others on said poles; and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

27. Licensor shall have the right to inspect each new installation of Licensee's equipment on and in the vicinity of said poles and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of Licensee's plant. Such inspections, made

or not, shall not relieve Licensee of any responsibility, obligation or liability assumed under this agreement:

28. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

- A. File with the Licensor a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about said poles, and shall file with Licensor, supplemental lists thereof whenever changes in such personnel are made; and
- B. Provide suitable identification to each such employee, agent and contractor.

29. Licensee covenants and agrees to indemnify and hold harmless Licensor from and against any and all demands, claims, suits, costs of defense, attorney's fees, witness fees, including expert witness fees, liabilities and other expenses for any interference with Licensor's service, for any interference with Licensee's service, for damage to property, including, but not limited to Licensor's property. Or for injury to or death of any person, including but not limited to any employee, agent, servant, independent contractor or employee of an agent, servant, or independent contractor of Licensor and any employee, agent, servant, independent contractor or employee of agent, servant, or independent contractor of Licensee, in any way arising from the construction installation, operation use, maintenance or existence of Licensee's conductors, appurtenances, devices or equipment on or about any poles owned by Licensor, or on or about any poles used by Licensor whether or not Licensor owns

such poles, or in the vicinity of Licensor's electric supply conductors and facilities wherever located , or from the exercise of any other privilege granted to Licensee by this License Agreement or from any other use of Licensor's poles or facilities by Licensee, regardless of the cause and even though caused in whole or part by the negligent act, acts, omission or omissions of Licensor or of its officers, employees, agents, servants, independent contractors or otherwise.

30. License covenants and agrees to provide and maintain insurance to cover:

- A. Workers Compensation with respect to all work done on or about said poles or for licensee:
- B. Comprehensive Liability for bodily injury or death in amounts not less than \$500,000.00 each person and \$1,000,000.00 each occurrence for any and all such risks against which Licensee agrees to indemnify and hold harmless Licensor by the terms of paragraph 30 of this License Agreement; and
- C. Comprehensive Liability for property damage, including consequential damage, in an amount not less than \$500,000.00 each occurrence for any and all such risks against which Licensee agrees to indemnify and hold harmless Licensor by the terms of paragraph 30 of this License Agreement.
- D. Contractual Liability for any and all such risks against Licensee agrees to indemnify and hold harmless Licensor by the terms of paragraph 30 of this License Agreement.

A comprehensive General Liability insurance policy, including bodily injury liability, and property damage liability in the amounts specified in parts (b) and (c) of this paragraph,

and including Blanket Contractual Liability insurance in equal amounts to those specified in parts (b) and (c) of this paragraph. Said insurance shall name San Diego Gas & Electric as an additional named insured and shall contain a cross liability clause. The policy or policies of insurance shall provide that notice shall be given to San Diego Gas & Electric at least ten (10) days prior to cancellation or material change in the form or coverage of any such policy or policies. The maximum limits of liability stated above shall be increased if and when requested by Licensor. Licensee shall provide to Licensor a copy of each insurance policy.

31. Licensee shall, within fifteen (15) days after the approval of the first pole attachment application under this License, furnish Licensor with a bond to cover the faithful performance by Licensee of all the terms and provisions of this License Agreement on its part to be performed and shall be in the amount of \$50,000, and in such form as Licensor shall specify from time to time. The bond shall also secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended to connection with the construction and installation, operation and maintenance or existence of Licensee's equipment pursuant to the terms of this License Agreement. Any change in the terms covenants or conditions of this License Agreement, with or without notice or consent of the surety, shall not release the surety on the said bond, provided the intent of this License Agreement is not altered thereby. Such bond shall be issued by a surety company selected by the Licensee and satisfactory to Licensor; said surety company shall be one whose name is on file with the County Clerk of San Diego County as an approved and financially sound surety company authorized to transact business in this state. Said bond shall meet all

requirement and contain all conditions required by the laws of the State of California.

The bond shall not be subject to termination or cancellation, except on 90 days prior written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect through the life of this agreement.

32. In the event of default under any provision of this agreement and said default not being cured within (30) days after written notice to Licensee, Licensor may immediately commence and prosecute to completion the removal of any and all of Licensee's conductors, appurtenances and equipment supported on said poles and said cost of removal shall be recoverable by Licensor from Licensee or under Licensee's bond.
33. Licensee agrees to pay all reasonable legal expenses of Licensor, including attorney's fees, in the event of suit against Licensee to enforce the provisions of this License Agreement.
34. This License Agreement shall continue for a term of twenty (20) years from the date hereof and thereafter from year to year unless cancelled by either party as elsewhere provided herein or unless cancelled by written notice given by either party not less than 12 months prior to the anniversary date of this License.
35. Licensee shall not assign this License Agreement in whole or in part to any other person or party without the written consent of Licensor first had and obtained. Provided that Licensee may enter into agreements with third parties regarding the use

of Licensee's facilities provided the third party does not have the right to physically alter any pole attachment.

36. It is further agreed that any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this License Agreement shall not be construed to be a waiver of any subsequent or other breach of the same, nor shall the failure on the part of the Licensor to require or exact full and complete compliance with any of the conditions or obligations of this License Agreement, be construed as in any manner changing the terms hereof or stop the Licensor from enforcing the full provisions hereof. The terms of this License Agreement shall not be changed nor altered in any manner whatsoever, other than by written agreement of the Licensor and the Licensee.

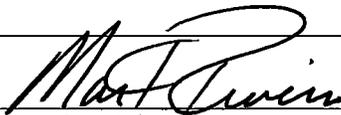
37. It is mutually agreed that any notice or notices provided for by this License Agreement, or by law, be given or served upon the Licensee, may be given or served by registered letter, return receipt requested, addressed to , deposited in the United States mail or may be served personally upon said Licensee or any person hereafter authorized by said Licensee to receive such notice; and that any notice or notices provided by this License Agreement or by law to be served upon the Licensor may be given or served by registered letter addressed to San Diego Gas & Electric, Post Office Box 1831, San Diego, California, 92112; and that any notice or notices given or served herein shall be effective and binding for all purposes upon the parties so served.

38. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of the License Agreement.
39. Licensee shall keep Licensor's property, poles and facilities free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.
40. Either the appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach in default of this License Agreement, if any such appointment or action continues for a period of thirty (30) days.
41. This License Agreement shall be subject to such changes or modifications as may be required or authorized by law and by any regulatory commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this License Agreement shall so state.
42. The provisions of this License Agreement are conditional upon the right of the Licensor to commence or resume the use of the property rights hereinabove referred to whenever in the interest of its service to its patrons or consumers, it shall appear necessary or desirable to do so, as provided by General Order No. 69 of the Public Utilities Commission of the State of California.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and
year first above written.

SAN DIEGO GAS & ELECTRIC

By: 
its Vice President

By: 
Mark Rivera
its DIRECTOR NETWORK DEPLOYMENT

SDG&E

ADVICE LETTER 1280-E

ATTACHMENT C

**LICENSE AGREEMENT BETWEEN SDG&E
AND COX PCS ASSETS, L.L.C.**

LICENSE AGREEMENT

(Pole Attachment - Communication Antenna)

THIS LICENSE AGREEMENT (the "Agreement"), made this 15th day of June, 2000, between SAN DIEGO GAS & ELECTRIC, a California corporation (hereinafter referred to as "SDG&E" or "Licensor") and COX PCS ASSETS, L.L.C., a Delaware limited liability company (hereinafter referred to as the "Licensee") is for the purpose of setting forth the terms and conditions that shall govern Licensee's use, for communication antennas and their supporting elements, of any and all poles (includes "stubs") owned by SDG&E, but does not provide approval for any particular attachments. This Agreement supersedes any other agreement or agreements between SDG&E and Licensee for distribution pole antenna attachments and applies to all present and future attachments of Licensee's antenna equipment as hereinafter defined and is effective from and after the above date.

1. Scope of Agreement. Licensee's use of SDG&E poles shall be confined to supporting those antennas and the antennas cables and wires, together with associated messenger cables, guy wires, anchors, mounting brackets, electric conduit and other appurtenances (all hereinafter called "equipment") for which SDG&E gives Licensee prior written permission to install pursuant to this Agreement. Said equipment shall be used only for reception of radio frequency signals using Licensee's wireless communications network. Any and all of said equipment shall be located only on that portion of SDG&E poles used for communication facilities and not on that portion used for electrical transmission or distribution. SDG&E hereby grants to Licensee rights of ingress and egress to and from each of the poles covered by this Agreement to the extent permissible.

2. Pole Attachment Application. Whenever Licensee shall desire to place equipment upon any of SDG&E's poles, it shall submit a written application (the "Application") for permission to do so, in the number of copies and in the form from time to time prescribed by SDG&E. Each Application submitted by Licensee may cover up to a maximum of fifty (50) proposed pole attachment locations, as determined by Licensee in its discretion, with the proposed pole locations attached to the Application in the format specified by SDG&E. If an Application is approved by SDG&E in its sole and absolute discretion, permission to place the equipment

described in said Application upon the pole or poles therein identified within the time specified therein shall be granted by SDG&E by delivery to Licensee of one copy of said approved application (the "Approved Application") signed by SDG&E's Joint Facility Administrator or other authorized employee designated by SDG&E, in the place provided thereon.

3. Grant of Installation Permission; Inspection. Upon receiving an Approved Application, but not before, and upon payment of the sums required as specified herein, Licensee shall have the permission to install, replace, maintain and use its equipment described in such Approved Application upon the pole(s) identified therein, provided, however, that before commencing any such installation Licensee shall notify SDG&E Construction Department of the specific time it proposes to do said work sufficiently in advance thereof so that SDG&E may, at its option, and at the expense of Licensee, arrange to have its representative present when such work is performed. Five (5) working days advance notice shall be deemed sufficient notice for this purpose. SDG&E, at its option, and at the expense of Licensee, may elect to inspect the final construction after completion, in lieu of during the work. Inspections will be performed by an individual inspector with inspection expenses billed on actual cost.

(a) Additional Equipment. Licensee shall not have permission to place any additional equipment upon any pole used by it or materially change the position of any equipment attached to any pole without SDG&E's prior written approval. Requests to place additional equipment on a pole, previously approved for an attachment by SDG&E, will be accomplished by written Application in conformance with all provisions of this agreement addressing new attachment requests. The non-refundable fee for this process shall be twenty-five dollars (\$25.00) per pole on the application.

4. (a) Licensee shall pay an annual "License Agreement" administration fee of \$400.

(b) Thirty (30) days after approval by Licensor to attach to a pole, Licensee will be billed in accordance with paragraph 27 of this agreement. Except as otherwise provided herein, approval of Licensee's application and acceptance of the fee by SDG&E shall entitle Licensee to use that pole, for the approved attachment. Licensee shall pay an attachment fee for all poles used, regardless of age, size or attachment type.

The annual attachment fee, commencing January 1, shall be \$40.00 per year, per pole, which may be escalated annually, at SDG&E's discretion, by the Consumer Price Index. Payment for each pole to which Licensee attaches during a contract year shall be prorated at one-twelfth (1/12) of the annual fee amount based on the number of whole months remaining during the contract year, which amount shall be paid at the time Licensee receives an Approved Attachment.

5. Evidence of attachment Authorization. Licensee shall be solely responsible for obtaining attachment authorization. Upon written request of SDG&E, Licensee shall provide evidence of attachment approval for any SDG&E pole on which Licensee has an attachment. If Licensee can not provide evidence of attachment authorization, Licensee shall pay to SDG&E a one-time payment of five hundred dollars (\$500.00), and if all other requirements of this Agreement have been met with respect to such attachment, SDG&E will provide evidence of authorization to the Licensee for the attachment.

6. Rearrangement and Replacement of Facilities.

(a) Rearrangement to Accommodate Licensee's Equipment. If in the sole judgement of SDG&E, the accommodation of any of Licensee's equipment necessitates the rearrangement of facilities on an existing pole or the replacement of an existing pole to provide adequate pole space, the Licensee will pay in advance and in addition to any other fees required by paragraph 4 above, a fee of two hundred and fifty dollars (\$250.00) for each pole identified as requiring rearrangement or replacement. Such additional fee shall be for engineering and estimating the rearrangement and/or replacement of facilities to allow for Licensee's attachments. In addition, Licensee shall pay the actual cost incurred by SDG&E for such rearrangements and/or replacements as are applicable to and necessitated by Licensee's equipment except that Licensee shall receive a credit equal to the amount of the engineering fee toward the actual cost of the rearrangement or replacement of facilities if approved for construction by SDG&E. Licensee shall be entitled to receive a written scope of work and estimate of such costs prior to accepting responsibility for such costs. Should Licensee decide not to proceed with all or any part of the requested attachment, the per pole engineering fee will be retained by SDG&E.

(b) Rearrangement to Accommodate SDG&E. If in SDG&E's sole judgement, Licensee's existing equipment on any pole interferes with or prevents the placing of any additional facilities required by SDG&E for its own internal and regulated electrical and gas business needs, and if in SDG&E's sole judgement these additional facilities could be placed on the existing pole if Licensee's equipment were not on the pole, SDG&E shall notify Licensee of the need for rearrangement of facilities or the need to replace the pole in order to continue the accommodation of Licensee's equipment. SDG&E shall notify Licensee of: (i) the need for Licensee to rearrange its facilities, or (ii) the estimate of the cost of changing out the pole or rearranging SDG&E facilities.

If Licensee desires to continue to maintain its equipment on said pole(s); it must notify SDG&E within thirty (30) days of receipt of notice from SDG&E, of its intent to rearrange Licensee's equipment. Licensee shall rearrange its facilities within the next ninety (90) days after the date of such notice of election or pay actual costs for SDG&E to change out the pole(s) or rearrange SDG&E facilities based solely on SDG&E's decision. If Licensee does not desire to maintain its equipment on said pole(s), Licensee shall so notify SDG&E. Then, at Licensee's sole expense and risk, Licensee shall remove its equipment within ninety (90) days of the original notification by SDG&E. If Licensee fails to remove its equipment within ninety (90) days, SDG&E may remove Licensee's equipment at the sole risk and expense of Licensee. In addition, if Licensee elects to remove its equipment from the pole in lieu of rearrangement of its equipment or SDG&E's equipment or changing out the pole, Licensee shall be entitled to re-install its equipment on another SDG&E pole upon written application therefor in accordance with the procedures set forth herein, except that the Application Fee and the Attachment Fee set forth in paragraph 4(b) above shall be waived to the extent they have been paid with respect to the existing installation.

7. Installation of Equipment.

(a) Performance of Installation. Licensee shall have the right to install its approved equipment on pole locations specified in any Approved Application utilizing qualified contractors. Licensee shall at its own risk and expense, place and maintain said equipment upon said poles (i) in a safe condition and in good repair, (ii) in a manner satisfactory to SDG&E so as not to conflict or interfere with the working use of said poles by SDG&E or other previously permitted users of said

poles, and (iii) in conformity with such requirements and specifications as SDG&E may from time to time prescribe and with all laws and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including without limitation, General Order No. 95 of the Public Utilities Commission of the State of California and any supplements thereto and revisions thereof.

(b) Time of Installation. Licensee shall complete the installation of its equipment upon the pole or poles covered by each approved individual application within such reasonable time limit as SDG&E shall state on said application for such installation, but in no event less than thirty (30) days; and if Licensee should fail to complete the installation of its equipment on said pole or poles within the prescribed time limit, or if no such time limit is stated by SDG&E, then within a reasonable time, the permission granted by SDG&E to place said equipment upon said pole or poles may, at SDG&E's option, be revoked. If revoked, Licensee shall not have the permission to place said equipment upon said pole or poles without first reapplying for and receiving permission to do so, all as prescribed hereinabove. In determining whether or not said permission is to be revoked, SDG&E agrees to, on a case-by-case basis, take into consideration any unusual circumstances faced by Licensee that cause delay(s) in the performance of its obligations hereunder, that are beyond Licensee's reasonable control (i.e., force majeure). In the event of revocation as herein described, SDG&E shall refund to Licensee the full cost of the Attachment Fee paid under Section 4(b), less an application-processing fee of twenty dollars (\$20.00).

8. New Licensee Pole Exclusion Zones. In order to keep the number of poles on public thoroughfares and elsewhere to a practicable minimum, Licensee agrees not to erect any pole similar to the SDG&E poles covered by this Agreement (i.e., an electric distribution pole) of its own within three hundred feet (300') of any location where SDG&E is willing to accommodate Licensee's equipment or to provide a pole adequate to accommodate Licensee's equipment.

Licensee further agrees not to erect any pole similar to the SDG&E poles covered by this Agreement (i.e., an electric distribution pole) of its own within three hundred feet (300') of any existing pole of SDG&E and further not to erect any pole of its own where no pole exists until SDG&E notifies Licensee that SDG&E does not desire to erect, at its sole cost and expense, new pole facilities at or near that location. SDG&E shall be deemed

to have so notified Licensee if actual notice from SDG&E is not received by Licensee within sixty (60) days of SDG&E's receipt of Licensee's notification in writing of Licensee's pole needs.

9. Retention of Pole Ownership Rights. Nothing in this Agreement shall impose any obligation upon SDG&E to grant permission to use any of its poles and nothing herein shall restrict Licensee from negotiating with other pole owners for use of space on their poles or for space on poles jointly used by them with SDG&E.

10. No Obligation to Maintain in Existence. Nothing in this License Agreement shall obligate SDG&E to maintain its poles or any of them in existence for a period of time longer than the same are convenient or necessary for SDG&E's own service requirements. Notwithstanding the forgoing, SDG&E shall use best efforts to avoid disrupting Licensee's pole occupancy unless necessary to protect the interests of SDG&E's customers.

11. Physical Supports.

(a) Guys or Anchors. Where necessary and as approved by SDG&E, Licensee shall install guys or anchors, or both, to hold the strains of Licensee's equipment upon the poles involved.

(b) Joint Anchor Use. When in the opinion of SDG&E, conditions necessitate joint use of an anchor; SDG&E shall construct and maintain a mutually acceptable anchor. If replacement of an existing anchor is required to provide a joint use anchor Licensee will pay to SDG&E the actual cost of the anchor change out.

(c) Strain Defined. The term "strain" shall mean the forces created by the failure of a pole and its facilities located thereon to maintain a static equilibrium.

12. Right to Maintain and Operate Existing Facilities. SDG&E reserves to itself and to each owner of facilities upon said poles the right to maintain said poles and to operate their facilities thereon in such manner as will best enable it to fulfill its own service requirements. Subject to the provisions of paragraph 19(b) below, neither SDG&E nor any said owner shall be liable to Licensee for any interruptions to Licensee's service or for any interference with the operation of Licensee's equipment arising in any manner from the use of said poles and the facilities thereon by SDG&E and each said other owner. SDG&E agrees to notify Licensee, prior to any event where SDG&E

undertakes scheduled work on or near (within fifty (50) feet) Licensee's equipment or facilities, or as soon as reasonably possible after SDG&E becomes aware that other SDG&E permitted user(s) are or will undertake work having, in SDG&E's sole reasonable judgement, a reasonable expectation of having a possible adverse impact on Licensee's equipment and facilities.

13. Safe Installation Procedures. Licensee shall require its employees and agents working on or about any joint poles or their attachments to inspect the same and the implements with which they work as well as all crossarms and wires, and to ascertain that the same are reasonably safe to work with or upon before climbing or going upon such poles, attachments, crossarms or wires, and shall also charge such employees and agents with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees and agents work and with the duty of ascertaining that the same are in reasonably safe condition to work with or upon before going upon or using the same.

14. Security Precautions. In furtherance of the purpose of law, rules and regulations relating to security, espionage, sabotages and subversive activities, Licensee agrees as follows:

(a) Identification. To provide suitable identification and authorization to each employee, agent, and/or contractor of Licensee who will have occasion to perform work on or about SDG&E poles, hereinafter described as an Authorized employee, agent and/or contractor of Licensee.

(b) Security Rules. To cause each such Authorized employee, agent, and contractor to observe faithfully and to comply strictly with all general security rules which SDG&E reasonably may find necessary or advisable in the premises, which SDG&E shall provide to Licensee in writing.

(c) Prevention of Security Risks. Not to assign any work on or about SDG&E poles to any such Authorized employee, agent, or contractor who, in the reasonable judgement of SDG&E, Licensee, or other competent authority, is a doubtful security risk.

15. Injury, Damage, and Indemnification.

(a) Liability for Injury or Damage. Licensee shall be wholly and solely responsible and liable for all injuries or damage to persons (including, but not limited to, members of the

general public, or any Authorized employee, agent, or servant of either party) or real or personal property, to the extent that such injury or damage was caused by Licensee's breach of duty, negligence, or intentional or unintentional act pursuant to its obligations under this contract. All users of SDG&E owned poles are expected to exercise reasonable care with respect to other pole users facilities.

(b) Indemnification. Licensee shall hold harmless, indemnify, and defend SDG&E, together with any and all of SDG&E's employees and Authorized agents, from and against any and all claims, loss, liability, or expense (including reasonable attorney's fees) for injury to or death of any person, or damage to or destruction of any property, in any way connected with Licensee's improper performance or lack of performance of its obligations, duties, or responsibilities as set forth herein, whether that performance was negligent or otherwise, except to the extent that any of the damage, loss, or liability arose from the negligence or misconduct of SDG&E.

(c) Defense of Claims. Upon SDG&E's request, the Licensee shall, pursuant to this indemnification paragraph, defend at its expense any claims, suit, or action brought against SDG&E, against which Licensee has an obligation to defend SDG&E under paragraph 15(b) above. SDG&E shall, at its option and expense, have the right to participate in such defense, without relieving the other party of any of its obligations hereunder. In any claim, suit, or action in which Licensee has agreed, in writing, that Licensee is obligated to indemnify SDG&E, SDG&E will not settle the claim, suit or action without prior written consent of Licensee (such consent not to be unreasonably withheld).

16. Necessary Authorizations and Title.

(a) Easements and Permissions. Unless otherwise agreed to, in writing, in association with a specific application or group of specific applications, Licensee shall be solely responsible for obtaining any necessary easements, rights-of-way privileges, approvals for encroachment and/or other written permission from the owner of the real property encumbered for the installation and maintenance of its cable, anchors and all other attachments made to or on SDG&E poles.

(b) Limitations to SDG&E Property. Nothing in this Agreement shall be construed to confer any permit, license, or grant to use the property of any persons other than the written

revocable license to use SDG&E poles, provided that this Agreement and the licenses conferred hereunder shall not be revoked except pursuant to the terms of paragraph 22 below ("Default of Licensee") or terminated by the terms of paragraph 29 below ("Term of Agreement").

(c) Legal Prohibition of Use. Upon written notice from SDG&E to Licensee that the use by Licensee of any pole or poles of SDG&E is forbidden by Federal, State or Municipal authorities, accompanied by written evidence from such authority substantiating and documenting same, permission to attach to such pole or poles shall immediately terminate, and Licensee shall forthwith remove its equipment therefrom. Should Licensee desire to appeal the prohibition from the appropriate authority, Licensee shall notify SDG&E and the prohibiting authority within 10 days of receipt of SDG&E's written notice. Licensee is responsible to obtain approval from the prohibiting authority to maintain its affected facilities until the appeal process is completed. This paragraph is subject to the conditions of paragraphs 7. (a) "Performance of Installation" and 10. "No Obligation to Maintain in Existence" above.

(d) Licensee's Equipment Operation Authorizations. Upon SDG&E's request, Licensee shall submit a copy of any and all required State or Municipal permits authorizing development and operation of its system on the poles.

(e) Relocation Cost Reimbursement. Licensee agrees to pay SDG&E any and all costs and/or expenses (including court costs and reasonable attorney fees) which may be incurred in the relocation of any SDG&E pole or poles, equipment or facilities, from any easement, that SDG&E may expend in reimbursement to any property owner, which costs and expenses would not have been incurred except by reason and to the extent of the presence of Licensee equipment or facilities thereon.

(f) No Grant of Ownership. No use, regardless of expenses incurred by Licensee, of any pole or poles under this Agreement shall create or vest in Licensee any ownership or property rights therein.

17. Licensee's Option to Remove Equipment. Licensee may at any time remove all or part of its equipment from any of said poles and, in each such case, it shall immediately give SDG&E written notice of such removal in the number of copies and in the form from time to time prescribed by SDG&E. Except as to replacement or upon SDG&E's request for temporary relocation,

removal of such equipment from any pole shall constitute a termination of Licensee's right to use such pole as to such equipment as had been removed. Licensee shall have the right to terminate individual authorizations to attach its equipment and appurtenances to specific poles under this Agreement pursuant to the requirements set forth in the Pole Attachment Authorization. Any such termination shall have no effect on the continued effectiveness of this Agreement.

18. Contractual Relationship Only. Nothing in this Agreement shall create any special relationship between SDG&E and Licensee, such as an agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to in its business dealings with others, the words and marks "SDG&E", "SAN DIEGO GAS & ELECTRIC", or any other words and marks owned by or used by SDG&E in identifying itself or by others in referring to it, without specific written permission to do so.

19. Damage to Facilities; Interference.

(a) Licensee's Damage of Facilities. Licensee shall exercise all reasonable precautions necessary to avoid Licensee's causing damage to the facilities of SDG&E and others on the pole(s), and Licensee shall be fully responsible for any and all loss from damage to such facilities caused by Licensee. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for all reasonable costs incurred in repairing any such damage.

(b) SDG&E's Damage of Facilities and Equipment. SDG&E shall exercise all reasonable precautions necessary to avoid damaging and/or intentionally causing physical interference to or with the facilities and equipment of Licensee and shall make an immediate report to Licensee of the occurrence of any such damage and/or intentional physical interference caused by its employees, agents or contractors. SDG&E agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the repair of such facilities damaged by SDG&E.

20. Right of Inspection. After the initial inspection specified in paragraph 3 above following the installation of Licensee's equipment, SDG&E shall have the right to inspect each installation of Licensee's equipment upon and in the vicinity of SDG&E poles and to make inspections as often as conditions may

warrant. Such inspections, whether made or not, shall not relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

21. Insurance. Insurance requirements set forth below do not in any way limit the amount or scope of liability of Licensee under this agreement. The amounts listed indicate only the minimum amounts of insurance coverage SDG&E is willing to accept to help insure full performance of all terms and conditions of this agreement. All insurance required of Licensee under this agreement shall meet the following minimum requirements:

On or before the effective date of this agreement, and thereafter during its term, Licensee shall provide SDG&E with current certificates of insurance, executed by a duly authorized representative of each insurer, as evidence of all insurance policies required under this Section. No insurance policy may be canceled, materially revised, or non-renewed without at least thirty (30) days prior written notice being given to SDG&E. Insurance must be maintained without lapse in coverage during the term of this agreement. SDG&E shall also be given certified copies of Licensee's policies of insurance, upon request.

The required policies, and any of Licensee's policies providing coverage excess of the required policies, shall provide that the coverage is primary for all purposes and Licensee will not seek any contribution from any insurance or self-insurance maintained by SDG&E.

All required policies of insurance must be written by companies having an A. M. Best rating of "A-" or better, or equivalent.

Licensee shall be solely responsible for any deductible or self-insured retention on insurance required hereunder.

(a) Worker's Compensation Insurance in accordance with statutory requirements and limits, including U.S. Longshoremen & Harbor Worker's Compensation Act coverage, where applicable; and

(b) Comprehensive General Liability Insurance, including contractual liability assumed by Licensee under this Agreement, with limits of not less than \$5,000,000 for bodily injury and property damage combined or such other reasonable level as SDG&E may from time to time require upon giving notice to Licensee.

(c) Automobile Liability Insurance with limits of not less than \$1,000,000.

The insurance described in (b) above shall name SDG&E as an additional insured, shall contain a severability of interest or cross liability clause, and shall be primary for all purposes.

Certificates of insurance evidencing the coverage's in (a) and (b) above shall be filed with and approved by SDG&E prior to the installation of any of said equipment upon said poles and prior to the expiration of each policy year thereafter. The certificates of insurance shall provide that written notice be given to SDG&E at least thirty (30) days prior to cancellation or reduction in the policy limits of any coverage. Mail to SDG&E, Risk Management Department, P.O. Box 1831, San Diego, California 92112.

22. Default of Licensee. If Licensee should default in any of its material obligations under this Agreement and shall fail to cure or remedy any such default within thirty (30) days following written notice from SDG&E of such default, SDG&E may, by a further written notice of thirty (30) days to Licensee, forthwith revoke this License or terminate any and all permits or approved applications given hereunder, and Licensee shall, at SDG&E's option, either continue to cure and remedy any such default or remove its equipment from the poles to which said termination applies within ninety (90) days from such notification. Application of this paragraph to the License in total shall not be unreasonable. The obligations of Licensee hereunder shall survive such termination of this Agreement until fully performed by Licensee; however, upon failure of Licensee to remove its equipment within said ninety (90) days, SDG&E may remove such equipment and charge all costs associated with such removal to Licensee, together with any reasonable storage costs incurred.

23. Default of Equipment Removal Obligation. In addition to any other rights of SDG&E hereunder or at law or equity, if Licensee should default in the removal of its equipment from any pole within the time allowed for such removal or should default in the performance of any work which it is obligated to do under this Agreement, SDG&E may elect to remove and store Licensee's equipment (if Licensee was provided written notice and a reasonable amount of time to remove and failed to do so in breach of this Agreement), or do such work, at Licensee's sole risk with respect to Licensee's equipment breakage upon removal (and no other risk) and expense, and Licensee, on demand, will reimburse SDG&E for the entire expense thereby incurred.

24. No Waiver Of CPUC Rights. The parties agree that, by entering into this Agreement, the parties are not waiving any rights that exist or may arise in conjunction with CPUC rulings, regulations, orders, or related legislative or legal adjudications that pertain to the use of distribution poles in California.

25. Laws of the State of California. This Agreement shall be governed and construed by and in accordance with the laws of the State of California without reference to its conflicts of law principles.

26. No Waiver; Severability. The failure of SDG&E or Licensee to enforce any provision of this Agreement or the waiver thereof in any instance, including but not limited to the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

27. Timing of Payments Due. All amounts payable by Licensee to SDG&E or others under the provisions of this Agreement shall, unless otherwise specified, be due and payable within thirty (30) days after presentation of bills thereof. Nonpayment of any such amount when due shall constitute a default of this Agreement.

28. Nonexclusive Attachment Rights. Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by SDG&E, by contract or otherwise, to others not parties to this Agreement to use any poles covered by this Agreement; and SDG&E shall have the right to confer, continue or extend such rights or privileges, provided that such additional conferrals or extensions do not materially diminish Licensee's beneficial enjoyment, for its then existing facilities only, of this Agreement. All users of SDG&E owned poles are expected to exercise reasonable care with respect to other pole users facilities and their operability.

29. Term of Agreement. The term of this License shall be twenty (20) years. However, this License may be terminated earlier by (i) either party for cause or material default, effective thirty (30) days after delivery of notice to the other party, or (ii) for any or no reason by Licensee upon one (1) year prior written notice of Licensee's intention to terminate.

Any termination of this Agreement in whole or in part shall not release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, which may have accrued or which may be accruing, or which arises out of any claim that may have accrued, or may be accruing at the time of termination.

30. Transfer and Assignment. Licensee shall not have the right to sublease or assign its rights under this Agreement without the prior written consent of SDG&E, which consent shall not be unreasonably withheld, conditioned, or delayed. SDG&E shall be deemed to have provided consent to Licensee if SDG&E's response to Licensee's request for consent is not received by Licensee within sixty (60) days of SDG&E's receipt of Licensee's request. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

31. Contractor's Insurance Requirements. Licensee agrees that no contract work done for it by an independent contractor shall be done by any person, firm, or corporation, without requiring insurance from said independent contractor as required of Licensee in paragraph 21 above and that SDG&E shall be included in the various insurance policies required therein as an additional insured as specified in said paragraph.

32. Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on SDG&E poles and should such tax be assessed and required to be paid by SDG&E, Licensee, on demand, will reimburse SDG&E in the amount of such tax so paid by SDG&E, to the extent such tax is attributable to Licensee's occupancy on SDG&E poles.

33. Revocation of Agreement under G.O. 69-C. In addition to and separate from any other provision of this Agreement, providing for revocation or termination by SDG&E, the provisions of this Agreement are conditional upon the right of SDG&E to immediately revoke this License whenever in the interest of its service to its patrons or consumers in the conduct of its regulated electrical or gas utility business, it shall appear necessary or desirable to do so, as provided by General Order No. 69-C of the Public Utilities Commission of the State of California. Notwithstanding the foregoing, unless SDG&E is required to revoke this License due to an emergency that poses a substantial health and safety risk, SDG&E shall provide Licensee thirty (30) days prior written notice before revoking this License.

34. Notices. Whenever in this Agreement notice is provided or required to be given by one party hereto to another, such notice shall be in writing and transmitted by United States mail or by personal delivery to SDG&E at its office at 8316 Century Park Court, Suite 5203B, Attn: Joint Facilities, San Diego, California 92123-1582, or to Licensee as follow: Cox PCS Assets, L.L.C., 4683 Chabot Drive, Suite 100, Pleasanton, CA 94588, with a copy to Sprint Spectrum L.P., 4900 Main, Kansas City, MO 64112 Attn: Real Estate Management, , or to such other address as either party hereto may, from time to time, designate for that purpose, and shall be deemed given two (2) days following its deposit in the United States mail by certified or registered mail with return receipt requested.

35. Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by both parties. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent.

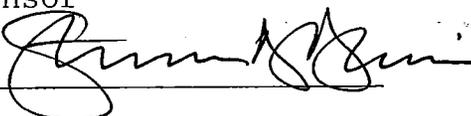
36. Headings. The caption and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

37. Corporate Authority. Each of the individuals signing this Agreement for their respective company ("Company Representatives") represent and warrant that, with respect to the company for which he or she is executing this Agreement: a) he or she has the full power and authority, and the legal right, to execute this Agreement on behalf their respective company referenced in this Agreement; b) the company is executing this Agreement has taken all actions necessary to enter into and be bound by this Agreement; c) the company has the full power, authority, and the legal right to execute, deliver, perform, and observe its obligations hereunder; d) the company has taken all necessary actions to authorize the individual signing on the company's behalf to do so; e) the company will not cause a breach or violation of any other agreement, law or court order by entering into this Agreement; and f) the company is a duly

organized and valid entity in good standing authorized to conduct business in the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SAN DIEGO GAS & ELECTRIC
Licensor-

By: 

Vice President

Date: 9/8/00

COX PCS ASSETS, L.L.C.-
-Licensee-

By: 

Title: Cox Communications PCS, L.P.
Michael Todd

Date: 8/2/00

SDG&E

ADVICE LETTER 1280-E

ATTACHMENT D

**LICENSE AGREEMENT BETWEEN SDG&E
AND SEMPRA COMMUNICATIONS**

LICENSE AGREEMENT

THIS AGREEMENT, made this 15TH day of DECEMBER, 1999, between SAN DIEGO GAS & ELECTRIC, Party of the First Part (hereinafter referred to as the "Licensor" and Sempra Communications, Party of the Second Part (hereinafter referred to as the "Licensee").

WITNESSETH:

WHEREAS, said Licensor is engaged in the business of constructing, maintaining and operating electric distribution and selling electric energy for light, heat and power for the residents and inhabitants of the County of San Diego and of a portion of the County of Orange, State of California, and elsewhere, all under franchise or franchises granted by the several municipalities in said counties of San Diego and Orange, and by the County of San Diego and by the County of Orange; and

WHEREAS, incident to the distribution of electric energy the Licensor has erected poles and other structures within the territory in which said electric energy is distributed and used, the said poles and structures being located on roads, highways and private and public places; and

WHEREAS, Licensor may have granted to other parties a right to use said poles; and

WHEREAS, Licensee is an interstate telecommunications carrier with an FCC tariff and has applied to the California Public Utilities Commission (CPUC) for a Certificate of Public Convenience and Necessity (CPCN) to provide high speed telecommunications services on a statewide basis. If a CPCN from the CPUC is not obtained by the Licensee on or before December 31, 2000, this License is terminated and all facilities installed by Licensee under this License shall be removed by the Licensee by March 31, 2001. This time requirement may be extended by the Licensor provided: Licensee has and continues to actively pursue the previously identified CPCN during the duration of this License; the CPCN request is still an active CPUC matter; and, the CPUC has not issued a Decision denying the CPCN; and

WHEREAS, Licensee desires to use poles (but not other structures) owned by the Licensor as supports for cables, wires and appliances, together with associated messenger cables, guy wires, anchors and other appurtenances (but not including amplifiers) all hereinafter called "equipment" of "Licensee's equipment", and

WHEREAS, said poles do now or may in the future support electric supply conductors of either or both above and below 600 volts and/or electric communication conductors or fiber optics for telephone or other communication purposes.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is mutually agreed by and between the parties hereto that the following terms and conditions shall govern Licensee's use of the aforesaid poles as Licensor may, upon application, permit Licensee to use in the conduct of its Telecommunications Business:

1. Licensee's use of said poles shall be confined to supporting such of its equipment as Licensor has given Licensee written permission to install; and said equipment shall be

used only for Licensee's Telecommunications business. Nothing contained in this License Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular pole or poles. Licensee agrees not to attach amplifiers to any pole or poles owned by San Diego Gas & Electric.

2. Whenever Licensee shall desire to place equipment on any of said poles, Licensee shall make written application to Licensor for permission to do so in the number of copies and in the form from time to time prescribed by Licensor. If said application is approved, permission to place the equipment described in said application on the pole or poles therein identified shall be granted by Licensor by signing one copy of said application in the place provided thereon for that purpose and returning said signed copy to Licensee.
3. Upon receipt of said signed copy of said application, but not before, Licensee shall have the right to install, maintain and use its equipment described in said application on the pole or poles identified therein; provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when he proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present when such work is performed, and provided, further that Licensee shall complete said installation within such reasonable time limit as may be specified in said approved application.
4. Licensee shall not have the right to place, nor shall it place any additional equipment on any pole used by it thereunder without first making application therefor and

receiving permission to do so as provided hereinabove, nor shall Licensee change the position of any equipment on any pole hereunder without Licensor's prior written approval.

5. In the event that Licensee desires to use a pole on which there is not adequate space to provide for Licensee's equipment, Licensor will so indicate on said application the necessary changes and the estimated cost thereof and return the same to the Licensee; and if Licensee still desires to use said pole or any pole erected by way of replacement of an existing pole and returns the application marked to so indicate, Licensor will replace such pole with a longer pole and/or rearrange the facilities on such pole, provided that Licensee pays, in advance, to Licensor and any other party using said pole, by reason of a joint pole agreement or otherwise, the estimated cost to be incurred by each of them of transferring to the new pole all equipment supported by the said existing pole, plus the installed cost of the new pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less allowance for depreciation included with respect to the pole removed and/or the estimated cost of such rearrangement of facilities.

6. In the event that, in Licensor's judgment, Licensee's existing equipment on any pole renders inadequate the space for the placement or use of any facilities thereon required by the Licensor, and if said facilities could be placed on said pole by removing Licensee's equipment therefrom, or by rearranging existing facilities thereon, the Licensor may notify the Licensee of the rearrangement of existing facilities or pole replacement and transfers of existing facilities required in order to

permit the placement of Licensor's facilities as aforesaid, and to continue the accommodation of Licensee's equipment, together with an estimate of the cost of making any such changes; if Licensee desires to continue to maintain its equipment on said pole, or such replacing pole and so notifies the Licensor, the Licensor will make such pole replacement, if required, and will request the other of the aforesaid parties then maintaining facilities upon such pole to make such rearrangements or transfers of said existing facilities. The same shall be done at the risk and expense of the Licensee and Licensee will, on demand, pay Licensor for the expense incurred. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise. If Licensee does not notify Licensor within thirty (30) days, Licensee shall remove its equipment from such pole within thirty (30) days from such notification from Licensor.

7. If Licensee should require equipment in a location upon any public thoroughfare or other public or private property and Licensor shall not have poles so located as to fulfill Licensee's requirements, Licensee shall in all cases notify Licensor of its need for such poles in order that Licensor may determine whether it wishes to place the poles in such a location. If Licensor is willing to erect poles in such location adequate to provide for the service requirements of the Licensee hereto, Licensor shall so notify Licensee and thereupon Licensee shall make application under this

License Agreement for permission to place its equipment thereon. Upon receipt of said application, Licensor shall proceed to erect said poles.

8. In the event Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this License Agreement and Licensor desires to place and maintain a pole or poles of its own in or near the location of Licensee's said pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. The said notice shall designate the pole or poles to be removed and replaced. After said thirty (30) day period, Licensor may replace Licensee's said pole or poles with one of its own. Upon such replacement Licensee's use of Licensor's said pole or poles shall be governed by all of the terms and conditions hereof; provided, however, the provisions of paragraph 15 relating to the rental of Licensor's poles shall be inapplicable to poles erected as replacement pursuant to the terms of this paragraph. Licensor shall bear the cost of removal and replacement of said poles and of the relocation of Licensee's equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

9. In order to keep the number of poles on public thoroughfares and elsewhere to a practical minimum, Licensee agrees not to erect any pole of its own in or upon any public streets, ways, alleys and places as the same may now or hereafter exist within the said franchise area or in or near any location upon other public or private property where Licensor is willing to accommodate Licensee's equipment or to provide a pole reasonably adequate to accommodate Licensee's equipment. Upon receipt by

Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's equipment under the terms and provisions of this License Agreement, or upon failure to Licensor to notify Licensee of approval of its application in accordance with paragraph 3 hereof within ninety (90) days from the date the application is received by the Licensor, Licensee may proceed to erect its own poles, but will not locate any such poles of its own near an existing pole of Licensor. Until receipt of said notice or until expiration of the aforesaid ninety (90) day period, Licensee will not erect any poles of its own in or upon any public street, way, alley, place or other public or private property where no poles have existed prior thereto.

10. Licensee shall at any time, at its sole risk and expense, upon request of Licensor, relocate, replace or renew said equipment and transfer it to poles erected by way of replacement of existing poles, and perform any other work in connection with said equipment that may be required by Licensor; provided, however, that in cases of emergency, Licensor may, at Licensee's sole risk and expense relocate, replace or renew said equipment, transfer it to poles erected by the way of replacing existing poles and perform any other work in connection with said equipment that may be required in the maintenance, replacement, removal or relocation of said poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said pole or of facilities thereon and the Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

11. Licensee may at any time remove its equipment from any of said poles and, in each such case, Licensee shall immediately give Licensor written notice of such removal in

the number of copies and in the form from time to time prescribed by Licensor.

Removal of said equipment from any pole and failure to install further approved equipment thereon within thirty (30) days from the date of removal shall constitute a termination of Licensee's right to use such pole; provided, however, that this provision shall be inapplicable if Licensee's right to use the said pole would otherwise be sooner terminated by reason of the operation of some other provision of this agreement.

12. In the event that it becomes necessary to move, replace or relocate any pole on which Licensee's conductors, appurtenances or equipment are supported, Licensee forthwith, upon notice so to do, at its own cost and expense, shall do all work necessary to remove, replace and/or transfer said equipment of Licensee to the relocated or new pole of Licensor, as the case may be.

13. The occupancy of pole space by Licensee's equipment and the design of attachment thereof shall be subject to the approval of the Licensor and subject to present or future occupancy of pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain said poles and to operate its facilities thereon in such a manner as will best enable it to fulfill its own service requirements. Licensor, its successors or assigns, shall not be liable to Licensee for any interruption to Licensee's equipment arising in any manner from the use of said poles and the facilities owned by the Licensor.

14. Nothing contained in this License Agreement shall obligate Licensor to maintain its poles or any of them in existence for a period of time longer than the same are convenient or necessary for its own service requirements.

15. Commencing January 1, 2000, and on January 1 of each succeeding year during the term of this Agreement, Licensee shall pay Licensor the sum of \$300.00 as a contract administration fee. On those dates, Licensee shall also pay Licensor a fee, described below, for each pole of Licensor to which Licensee is attached. Payment for each pole to which Licensee attaches during a contract year shall be prorated at one-twelfth (1/12) of the annual fee amount based on the number of whole months remaining during the contract year, which amount shall be paid within thirty (30) days after presentation of bills thereof.

The fees applicable shall be calculated pursuant to the formula set forth in CPUC Code 767.5. SDG&E shall calculate that amount by July 1 of each year and shall notify Licensee if a change to that fee shall be made for the pole attachment charge for the following year. The pole attachment charge for the year 2000 is \$5.86 per pole.

By giving six (6) month's notice to Licensee, Licensor may increase or decrease the rates specified in this paragraph, effective as of the first day of the following calendar year. If such changed annual amount is not acceptable to Licensee, Licensee may terminate this License Agreement as elsewhere provided herein.

16. All of Licensee's conductors, appurtenances and equipment supported on or by said pole shall be installed, operated and maintained by Licensee in a workmanlike manner in compliance with General Order No. 95 of the California Public Utilities Commission and any amendments, revisions and supplements thereto, including not less than the minimum clearances from all the other conductors and equipment as specified in said order, or any superseding order, and in compliance with all applicable laws or ordinances.
17. Approval of the applications is not to be construed as assurance by Licensor that Licensee's conductors, appurtenances and equipment are, or will be erected an/or maintained in compliance with the requirements of General Order No. 95 and applicable laws; to the contrary, Licensor assumes no responsibility for any failure by Licensee to comply with the aforesaid requirements.
18. All work done on or about said poles or for Licensee in connection with the installation, operation and maintenance of Licensee's conductors or equipment shall be performed by workers qualified to perform such work, whether they be Licensee, its employee, its agent contractors or employees of contractors.
19. Licensee shall obtain all necessary permits and rights of way for the erection, operation and maintenance of Licensee's conductors and equipment over, along, across, on, through and under public streets, roads, highways and private property and this agreement shall not be construed as a grant of right of way or easement by Licensor except as to the use of Licensor's poles to support Licensee's conductors

and equipment subject to the terms and conditions hereof, after the necessary permits and rights of way have been obtained by Licensee.

20. Licensee shall require that each employee, agent and contractor working on or about said poles under this License Agreement shall observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about said poles by any employee, agent or contractor who is judged a doubtful security risk. Licensee shall provide identification of all workers authorized by Licensee to work on or about Licensee's conductors or equipment on said poles.

21. Licensor may revoke Licensee's right to use each, any and all such poles at any time upon 30 days written notice to Licensee and Licensee shall remove its equipment from such pole or poles within said thirty (30) days; provided, however, that in the event Licensor should revoke Licensee's right to use 30 or more poles within any 30 day period, Licensee shall have sixty (60) days to remove said poles; provided further that in the event Licensor should revoke Licensee's right to use 60 or more poles within any 30 day period, then licensee shall have 120 days to remove said poles; provided, further that in the event Licensor should within any 90 day period revoke Licensee's right to use 90% or more of the poles of Licensor, in use by Licensee as of the beginning of said 90 day period, then Licensee shall have 240 days within which to accomplish such removal. If Licensee should default in the removal of its equipment from any pole within the time allowed for such removal, or should a default occur in the performance of any other work which it is obligated to perform

under this agreement, Licensor may elect to do such work at Licensee's sole risk and expense and Licensee, upon demand, will reimburse Licensor for the entire expense thereby incurred. Licensee hereby absolves Licensor from any and all claims or actions which might arise from the interruption or discontinuous of Licensee's operation as a result of the operation of the provisions of this paragraph, or this agreement as a whole.

22. Licensor does not by the terms and conditions of this agreement, purpose to grant to Licensee any right or privilege whatever to use poles owned by Pacific Bell, even though Licensor itself, has by reason of the said Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee will be obligated to comply with whatever terms and conditions have been or may hereafter be established by the said Pacific Bell for the use of the same.

23. Licensee shall, at its own sole risk and expense, place and maintain said equipment on said poles (I) in a safe condition and in thorough repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said poles by Licensor or others using said poles, or with the working use of facilities of Licensor or others on or from time to time placed on said poles, and (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe and with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting

the scope of the foregoing General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

24. Licensee shall complete the installation of its equipment on the pole or poles covered by each approved individual application within such time limit as Licensor shall designate on said application for such installation; and in the event Licensee should fail to complete the installation of its equipment on said pole or poles within said prescribed time limit, the permission granted by Licensor to place said equipment on said pole or poles shall thereby automatically be revoked and Licensee shall not have the right to place said equipment on said pole or poles without first again applying for and receiving permission to do so, all as prescribed in this License Agreement.

25. A. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of its equipment on said poles in the cases where Licensee's anchorage requirements are not coincident with those of Licensor.

B. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's equipment and of Licensor's facilities on said poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgement such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its equipment on said poles.

C. In those cases where existing guys and anchors are inadequate to support Licensee's strains and separate guys and anchors are not desired or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said poles, or any of them, resulting from the placing of additional facilities on said poles and said guys and anchors would have been adequate to hold the additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

D. The term "strains" as herein used shall mean the forces created by the failure of a pole and its facilities located thereon to maintain its static equilibrium.

26. Licensee will obtain from public authorities and private owners of real property any and all permits, licenses or grants necessary for the lawful exercise of the permission granted by any application approved hereunder; and upon Licensor's request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements.

27. Licensee shall exercise special precautions to avoid Licensee's causing damage to the facilities of Licensor and others on said poles; and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged

facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

28. Licensor shall have the right to inspect each new installation of Licensee's equipment on and in the vicinity of said poles and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of such of Licensee's plant as it deems necessary. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability assumed under this agreement.
29. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:
- A. File with the Licensor a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about said poles, and shall file with Licensor, supplemental lists thereof whenever changes in such personnel are made.
 - B. Provide suitable identification to each such employee, agent and contractor.
30. Licensee covenants and agrees to identify and hold harmless Licensor from and against any and all demands, claims, suits, costs of defense, attorney's fees, witness fees, including expert witness fees, liabilities and other expenses for any interference with Licensor's service, for any interference with Licensee's service, for damage to property, including, but not limited to Licensor's property. Or for injury to or death of any person, including but not limited to any employee, agent, servant, independent

contractor or employee of an agent, servant, or independent contractor of Licensor and any employee, agent, servant, independent contractor or employee of agent, servant, or independent contractor of Licensee, in any way arising from the construction installation, operation use, maintenance or existence of Licensee's conductors, appurtenances, devices or equipment on or about any poles owned by Licensor, or on or about any poles used by Licensor whether or not Licensor owns such poles, or in the vicinity of Licensor's electric supply conductors and facilities wherever located , or from the exercise of any other privilege granted to Licensee by this License Agreement or from any other use of Licensor's poles or facilities by Licensee, regardless of the cause and even though caused in whole or part by the negligent act, acts, omission or omissions of Licensor or of its officers, employees, agents, servants, independent contractors or otherwise.

31. License covenants and agrees to provide and maintain insurance to cover:
- A. Workers Compensation with respect to all work done on or about said poles or for licensee:
 - B. Comprehensive Liability for bodily injury or death in amounts not less than \$500,000.00 each person and \$1,000,000.00 each occurrence for any and all such risks against which Licensee agrees to indemnify and hold harmless Licensor by the terms of paragraph 30 of this License Agreement; and
 - C. Comprehensive Liability for property damage, including consequential damage, in an amount not less than \$500,000.00 each occurrence for any and all such risks against which Licensee agrees to indemnify and hold harmless Licensor by the terms of paragraph 30 of this License Agreement.

D. Contractual Liability for any and all such risks against Licensee agrees to indemnify and hold harmless Licensor by the terms of paragraph 30 of this License Agreement.

A comprehensive General Liability insurance policy, including bodily injury liability, and property damage liability in the amounts specified in parts (b) and (c) of this paragraph, and including Blanket Contractual Liability insurance in equal amounts to those specified in parts (b) and (c) of this paragraph. Said insurance shall name San Diego Gas & Electric as an additional named insured and shall contain a cross liability clause. The policy or policies of insurance shall provide that notice shall be given to San Diego Gas & Electric at least ten (10) days prior to cancellation or material change in the form or coverage of any such policy or policies. The maximum limits of liability stated above shall be increased if and when requested by Licensor. Licensee shall provide to Licensor a copy of each insurance policy.

32. Licensee shall, within fifteen (15) days after the approval of the first pole attachment application under this License, furnish Licensor with a bond to cover the faithful performance by Licensee of all the terms and provisions of this License Agreement on its part to be performed and shall be in the amount of \$50,000, and in such form as Licensor shall specify from time to time. The bond shall also secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended to connection with the construction and installation, operation and maintenance or existence of Licensee's equipment pursuant to the terms of this License Agreement. Any change in the terms covenants or conditions of this License

Agreement, with or without notice or consent of the surety, shall not release the surety on the said bond, provided the intent of this License Agreement is not altered thereby. Such bond shall be issued by a surety company selected by the Licensee and satisfactory to Licensor; said surety company shall be one whose name is on file with the County Clerk of San Diego County as an approved and financially sound surety company authorized to transact business in this state. Said bond shall meet all requirement and contain all conditions required by the laws of the State of California. The bond shall not be subject to termination or cancellation, except on 90 days prior written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect through the life of this agreement.

33. In the event of default under any provision of this agreement Licensor may immediately commence and prosecute to completion the removal of any and all of Licensee's conductors, appurtenances and equipment supported on said poles and said cost of removal shall be recoverable by Licensor from Licensee or under Licensee's bond.
34. Licensee agrees to pay all reasonable legal expenses of Licensor, including attorney's fees, in the event of suit against Licensee to enforce the provisions of this License Agreement.
35. This License Agreement shall continue for a term of twenty (20) years from the date hereof and thereafter from year to year unless cancelled by either party as elsewhere

provided herein or unless cancelled by written notice given by either party not less than 12 months prior to the anniversary date of this License.

36. Licensee shall not assign this License Agreement in whole or in part to any other person or party without the written consent of Licensor first had and obtained. Provided that Licensee may enter into agreements with third parties regarding the use of Licensee's facilities provided the third party does not have the right to physically alter any pole attachment.

37. It is further agreed that any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this License Agreement shall not be construed to be a waiver of any subsequent or other breach of the same, nor shall the failure on the part of the Licensor to require or exact full and complete compliance with any of the conditions or obligations of this License Agreement, be construed as in any manner changing the terms hereof or stop the Licensor from enforcing the full provisions hereof, nor shall the terms of this License Agreement be changed nor altered in any manner whatsoever, other than by written agreement of the Licensor and the Licensee.

38. It is mutually agreed that any notice or notices provided for by this License Agreement, or by law, be given or served upon the Licensee, may be given or served by registered letter, return receipt requested, addressed to Sempra Communications, 101 Ash Street, San Diego, CA 92101, deposited in the United States mail or may be served personally upon said Licensee or any person hereafter authorized by said

Licensee to receive such notice; and that any notice or notices provided by this License Agreement or by law to be served upon the Licensor may be given or served by registered letter addressed to San Diego Gas & Electric, Post Office Box 1831, San Diego, California, 92112; and that any notice or notices given or served herein shall be effective and binding for all purposes upon the parties so served.

39. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of the License Agreement.
40. Licensee shall keep Licensor's property, poles and facilities free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.
41. Either the appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach in default of this License Agreement, if any such appointment or action continues for a period of thirty (30) days.
42. This License Agreement shall be subject to such changes or modifications as may be required or authorized by law and by any regulatory commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this License Agreement shall so state.

43. The provisions of this License Agreement are conditional upon the right of the Licensor to commence or resume the use of the property rights hereinabove referred to whenever in the interest of its service to its patrons or consumers, it shall appear necessary or desirable to do so, as provided by General Order No. 69 of the Public Utilities Commission of the State of California.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

SAN DIEGO GAS & ELECTRIC

By: _____

its


Steven B. Davis
Vice President

SEMPRA COMMUNICATIONS

By: _____

Michael W. Allman
its President

SDG&E

ADVICE LETTER 1280-E

ATTACHMENT E

**TRANSMISSION POLE ATTACHMENT
AGREEMENT BY AND BETWEEN SDG&E
AND SEMPRA COMMUNICATIONS**

TRANSMISSION POLE ATTACHMENT AGREEMENT

This Transmission Pole Attachment Agreement (the "Agreement") is entered into as of DECEMBER 15, 1999, by and between San Diego Gas & Electric Company, a California corporation ("SDG&E") and Sempra Communications (Licensee), with reference to the following facts:

A. Licensee entered into that certain pole attachment License Agreement with SDG&E dated as of DECEMBER 15, 1999 ("License Agreement"), which sets forth certain rights, obligations and procedures governing the use by SDG&E of poles owned, and used in connection with, the distribution of electric energy by SDG&E;

B. SDG&E owns and maintains certain poles and structures used in connection with the transmission of electric energy (hereinafter the "Transmission Poles");

C. The parties desire, by this Agreement, to make certain arrangements relating to the attachment of fiber optic cables (herein "Lines"), by Licensee to the Transmission Poles, consistent, in most respects, to the License Agreement; and

D. Licensee is an interstate telecommunications carrier with an FCC tariff and has applied to the California Public Utilities Commission (CPUC) for a Certificate of Public Convenience and Necessity (CPCN) to provide high speed telecommunications services on a statewide basis. If a CPCN from the CPUC is not obtained by the Licensee on or before December 31, 2000, this License is terminated and all facilities installed by

Licensee under this License shall be removed by the Licensee by March 31, 2001. This time requirement may be extended by the Licensor provided: Licensee has and continues to actively pursue the previously identified CPCN during the duration of this License; the CPCN request is still an active CPUC matter; and, the CPUC has not issued a Decision denying the CPCN.

NOW, THEREFORE, the parties hereto agree as follows:

1. Term. The initial term of this License shall be for a period of 20 years from the date first written above, and thereafter from year to year until canceled by written notice given by either party not less than 12 months prior to the anniversary date of this License. Notwithstanding the foregoing, SDG&E may revoke Licensee's right to attach to any SDG&E's poles at any time upon 180 days prior written notice to Licensee and Licensee shall remove its fiber optic facilities from such poles, or acquire alternative rights to keep their facilities located in their present positions, within 180 days from receipt of such written notice. In addition, Licensee's attachment to SDG&E's poles is made expressly subject to the terms and conditions of the California Public Utilities Commission's General Order 69-C.

3. Calculation of Fees and Adjustments. In consideration of each attachment to a Transmission Pole pursuant to an approved Application, Licensee shall pay to SDG&E an Annual Transmission Pole Attachment Fee. The amount of the Annual Transmission Pole Attachment Fee during the first twelve months of the term of this Agreement, which has been calculated by SDG&E in accordance with Section 767.5 of

the California Public Utilities Code, shall be \$16.00 per pole, which amount shall be subject to adjustment each year, effective on the anniversary date of this Agreement (an "Adjustment Date"), as and to the extent appropriate under Section 767.5 of the California Public Utilities Code. SDG&E shall deliver to Licensee a notice of the amount of any such adjustment not less than thirty (30) days prior to the Adjustment Date, accompanied by a written explanation of the adjustment calculations. The initial Annual Transmission Pole Attachment Fee payment in connection with each Application shall accompany a written notice of the date of attachment ("Attachment Date") specifying each affected Transmission Pole, and the related Application, which shall be delivered within thirty (30) days of each such attachment. The initial Fee shall be prorated, based on the number of whole months between the Attachment Date and the next Adjustment Date. The Annual Transmission Pole Attachment Fee for each Pole shall thereafter be paid on each yearly Adjustment Date, for so long as Licensee's Lines continue to be attached to such pole.

4. Invoices. Following receipt of each notice of attachment and payment therefore, SDG&E will promptly deliver to Licensee a receipt for the initial attachment fees paid hereunder. SDG&E shall thereafter deliver invoices within sixty (60) days, but not less than thirty (30) days, prior to each Adjustment Date.

5. Indemnifications and Acknowledgments. Licensee acknowledges that nothing in this Agreement requires SDG&E to assume any responsibility for providing to Licensee any additional rights for its Lines to occupy or be located on, in or above public or private property. Licensee acknowledges and agrees that this Agreement is only intended to grant a license to Licensee to allow it to attach its Lines to Transmission

Poles. Licensee hereby agrees to indemnify, defend, and hold SDG&E harmless from any claim, action, demand, or liability of whatever nature arising from or relating to, the placement of Licensee, facilities on, in, across, or under either public or private property.

6. Standard Provisions

- a. Notices. All notices and demands of any kind which either party hereto may be required or desire to serve upon the other party under the terms of this Agreement shall be in writing and shall be served upon such other party by personal service upon such other party, or by leaving a copy of such notice or demand at the address hereinafter set forth, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, postage paid, with return receipt required, addressed as follows:

If to Licensee:

Sempra Communications

101 Ash Street

San Diego, CA 92101

Attn: President

If to SDG&E

San Diego Gas & Electric Company

Post Office Box 1831

San Diego, California 92112

Attn: Joint Facilities / Asset Management

In case of service by mail, it shall be deemed complete on the day actual delivery is made, as shown by the addressee's registry or certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices or demands should be delivered or sent may be changed from time to time by notice served, as hereinabove provided, by either party upon the other party.

b. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

c. Effectiveness. This Agreement shall become effective upon its execution by both of the parties hereto and the execution by one party prior to the execution of this Agreement by the other party shall be of no force and effect and shall in no way prejudice the party so executing the Agreement.

d. California Law and Federal Law. This Agreement is made and entered into in the State of California and shall be interpreted, construed and enforced in accordance with the laws of the State of California, and shall be subject to applicable Federal Law.

7. All Other Terms and Conditions. Unless inconsistent with, or contrary to, the terms and conditions of this Agreement, the terms and conditions in the existing License Agreement, are hereby incorporated by reference into this Agreement as though fully set forth, and shall be binding upon the parties hereto. This Agreement, together with the applicable provisions of the License Agreement, constitute the complete and entire agreement between the parties and supersedes all prior agreements, understandings and communications with respect to the subject matter hereof.

IN WITNESS WHEREOF, intending to be bound by this Agreement, the parties have caused their authorized representative to subscribe their names below.

SAN DIEGO GAS & ELECTRIC COMPANY,

SEMPRA COMMUNICATIONS

By: 

By: 

Name: Steven D. Davis

Name: Michael Allman

Title: Vice President

Title: President

Date: DECEMBER 14, 1999

Date: November 11, 1999

SDG&E

ADVICE LETTER 1280-E

ATTACHMENT F

**LICENSE TO USE RIGHTS OF WAYS
ENTERED INTO BY AND BETWEEN SDG&E
AND SEMPRA COMMUNICATIONS**

LICENSE TO USE RIGHTS OF WAYS

This License to Use Rights-of-Ways ("License") is entered into as of DECEMBER 15, 1999, by and between San Diego Gas & Electric Company ("SDG&E"), a California corporation and Sempra Communications (Licensee) with reference to the following facts:

A. SDG&E and Licensee have executed a license agreement for transmission pole attachments dated DECEMBER 15, 1999 and distribution poles dated DECEMBER 15, 1999;

B. SDG&E owns and maintains certain interests in real property, as easements or in fee ("rights-of-ways"), relating to the location of lines for, among other things, the distribution and transmission of energy running between poles and structures;

C. Licensee is an interstate telecommunications carrier with an FCC tariff and has applied to the California Public Utilities Commission (CPUC) for a Certificate of Public Convenience and Necessity (CPCN) to provide high speed telecommunications services on a statewide basis. If a CPCN from the CPUC is not obtained by the Licensee on or before December 31, 2000, this License is terminated and all facilities installed by Licensee under this License shall be removed by the Licensee by March 31, 2001. This time requirement may be extended by the Licensor provided: Licensee has and continues to actively pursue the previously identified CPCN during the duration of this License; the CPCN request is still an active CPUC matter; and, the CPUC has not issued a Decision denying the CPCN;

D. Licensee to the extent legally possible, desires to obtain whatever rights SDG&E may lawfully transfer to them to make use of SDG&E's rights-of-ways set forth in Schedule "A" attached hereto to locate fiber optic facilities on private or public property.

Each project listed in Schedule "A" shall as a minimum list the specific applications, have a description of the project, a listing of the rights-of-way(s) involved, a description of the fees, a key sketch identifying transmission and distribution right-of-way areas and approval signatures from SDG&E and Licensee.

NOW, THEREFORE, the parties hereto agree as follows:

1. Schedule "A" Rights-of Ways. As to those rights-of-ways listed in Schedule "A" hereto, SDG&E hereby grants, to the extent such rights exist, a license to Licensee to locate its coaxial and/or fiber optic facilities within those rights-of-ways. Such rights-of-ways include: (i) rights-of-ways for certain SDG&E transmission poles and lines located in private property easements ("Transmission Rights-Of-Ways"), and, (ii) rights-of-ways for certain SDG&E distribution poles and lines located outside of SDG&E franchise areas ("Distribution Rights-Of-Ways"). The license as to the Schedule "A" rights-of-ways carries no indemnification from SDG&E and no warranties, express or implied, that Licensee is acquiring any legal rights to install its fiber optic facilities on public or private property. Licensee expressly warrants that it has made its own independent judgment as to the benefit of receiving a license to the Schedule "A" rights-of-ways and has not relied on any representation by SDG&E, express or implied, that it is receiving any legal rights to locate its fiber optic facilities on, over or in public or private property.

2. Compensation. Licensee shall pay an annual fee to SDG&E for the licenses to use SDG&E's rights-of-ways. This annual fee shall be calculated in the first year at the sum of \$6,080.00 per mile for transmission right-of-ways in Schedule "A" and \$580.00 per mile for distribution rights-of-ways in Schedule "A". The annual fee, after the first year, shall be escalated once a year in December in accordance with the Consumer Price Index (All Urban Consumers, All Items) ("CPI") published by the U.S. Department of Labor, Bureau of Labor Statistics. The escalation shall equal the percent change of the CPI for the year ending October. Payment of this fee shall be due and owing to SDG&E on January 1 of each year with the first year's fee to be prorated. The first year's fee is due and owing upon full execution of this License.
3. Term. The initial term of this License shall be for a period of 20 years from the date first written above, and thereafter from year to year until canceled by written notice given by either party not less than 12 months prior to the anniversary date of this License. Licensee may terminate this license at any time upon 180 days prior written notice to SDG&E. Notwithstanding the foregoing, SDG&E may revoke Licensee's right to use any of the rights-of-ways set forth in Schedule "A" hereto at any time upon 180 days prior written notice to Licensee and Licensee shall remove its fiber optic facilities from such rights-of-ways, or acquire alternative rights to keep their facilities located in their present positions, within 180 days from receipt of such written notice.

Attention: Joint Facilities/Asset Management

In case of service by mail, it shall be deemed complete on the day actual delivery is made, as shown by the addressee's registry or certification receipt or at the expiration of the third day after the date of mailing, whichever first occurs. The addresses to which notices or demand should be delivered or sent may be changed from time to time by notice served, as herein above provided, by either party upon the other party.

b. Binding Effect. This License shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

c. Effectiveness. This License shall become effective upon its execution by both of the parties hereto and the execution by one party prior to the execution of this License by the other party shall be of no force and effect and shall in no way prejudice the party so executing the License.

d. California and Federal Law. This License is made and entered into in the State of California and shall be interpreted, construed and enforced in accordance with the laws of the State of California, and shall be subject to applicable Federal law.

e. Integration. This License constitutes the complete and entire understanding between the parties relating to the subject matter herein (Schedule "A" Rights-of-Way), and supersedes all prior agreements, understandings and communications pertaining to this subject.

IN WITNESS WHEREOF, intending to be bound by this License, the parties have

caused their authorized representative to subscribe their names below.

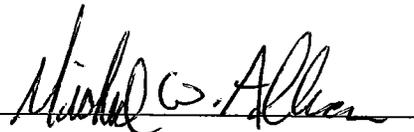
SAN DIEGO GAS & ELECTRIC COMPANY SEMPRA COMMUNICATIONS
a California Corporation

By: 

Name: Steven D. Davis

Title: Vice President

Date: DECEMBER 14, 1999

By: 

Name: Michael W. Allman

Title: President

Date: NOV 11, 1999

Revised 10/28/99



J. Steve Rahon
Director
Tariffs & Regulatory Accounts
8330 Century Park Court
San Diego, CA 92123-1548

Tel: 858.654.1773
Fax: 858.654.1788
srahon@semprautilities.com

November 3, 2003

ADVICE LETTER 1537-E
(U 902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

SUBJECT: INFORMATIONAL ADVICE LETTER
Contract Information for Access to Support Structures,
Pursuant to Decision 98-10-058, Appendix A, Rule VI

PURPOSE

San Diego Gas & Electric Company (SDG&E) hereby submits to the California Public Utilities Commission (Commission), for informational purposes, information regarding several executed Joint Pole agreements in accordance with Commission Decision (D.) 98-10-058, dated October 22, 1998, in OIR 95-04-043 and OII 95-04-044, Rule VI (at Appendix A), and D.00-03-055 which Modified D.98-10-058.

BACKGROUND

On October 22, 1998, the Commission issued D.98-10-058, which contained rules that govern the access of telecommunications carriers and cable television companies to public utility rights-of-way and support structures. The rules, as stated in Rule 1 A, are to be applied as guidelines by parties in negotiating rights of way access agreements with SDG&E.

In accordance with General Order 96-A and D.98-10-058, Appendix A, Rule VI, Section C "CONTRACTS", the Commission ordered utilities, including SDG&E, to file signed copies of its executed joint pole agreements with any telecommunications carriers, or cable TV companies. Copies of these agreements are available for full public inspection and are being extended on a nondiscriminatory basis to all other similarly situated telecommunications carriers or cable TV companies.

Pursuant to Rule VI of D.98-10-058, on December 20, 2000, SDG&E filed Advice Letter 1280-E with the Commission¹ to submit three separate license agreements negotiated with Metricom, Inc., Pacific Bell Wireless, and Cox PCS Assets, L.L.C., and two separate agreements and a license with Sempra Communications.

Since the approval of Advice Letter 1280-E, SDG&E has used its standard agreement with AT&T Wireless, Ricochet Networks, Inc., Level 3 Communications, LLC., Insite Solutions, LLC., Highland Carlsbad (aka Adelphia Communications), and Sempra Communications.

In compliance with Appendix A, Rule VI.C.2 of D.98-10-058, SDG&E provides the information contained in Attachment A relating to these agreements that were entered into between March

¹ By letter of February 13, 2001, the Energy Division notified SDG&E that Advice Letter 1280-E would be effective January 29, 2001.

2001 and October 2003. Upon request, SDG&E will provide the Commission with actual copies of the six agreements executed with the parties identified in Attachment A.

No cost information is required for this Advice Letter. This Advice Letter will not increase any rate or charge, conflict with any schedules or rules, nor cause the withdrawal of service.

PROTEST

Anyone may protest this advice letter to the California Public Utilities Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and received within 20 days of the date this advice letter was filed with the Commission. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

Energy Division—IMC Branch
California Public Utilities Commission
505 Van Ness Avenue, Room 4002
San Francisco, CA 94102

Copies should also be sent via e-mail to the attention of both Jerry Royer (jrr@cpuc.ca.gov) and Honesto Gatchallian (jnj@cpuc.ca.gov) of the Energy Division. It is also requested that a copy of the protest be sent via electronic mail and facsimile to SDG&E on the same date it is mailed or delivered to the Commission (at the addresses shown below).

Attn: Monica Wiggins
Regulatory Tariff Manager
8330 Century Park Court, Room 32C
San Diego, CA 92123-1548
Facsimile No. (858) 654-1788
E-Mail: mwiggins@SempraUtilities.com

EFFECTIVE DATE

This informational advice letter will become effective on the 40th calendar day after the date filed, which is December 13, 2003.

NOTICE

In accordance with Section III-G of General Order 96-A, a copy of this filing has been provided to the utilities and interested parties shown on the attached list, including interested parties in R.95-04-043 and I.95-04-044, either electronically or via the U.S. mail, properly stamped and addressed. Copies of this filing are also being provided to AT&T Wireless, Richochet Networks Inc., Level 3 Communications, LLC., Insite Solutions LLC., and Highland Carlsbad (aka Adelpia Communications).

Address changes should be directed to Susanne Schmelter by facsimile at (858) 654-1788 or by e-mail at ssschmelter@SempraUtilities.com.

J. STEVE RAHON
Director—Tariffs & Regulatory Accounts

CALIFORNIA PUBLIC UTILITIES COMMISSION

PROPOSAL/ADVICE LETTER SUMMARY

| | | | | | |
|--|------------------------------|--|------------------------------|------------------------------|--|
| COMPANY NAME: <u>SAN DIEGO GAS & ELECTRIC</u> | | | | | CPUC CORP. ID: <u>U 902-E</u> |
| TYPE OF UTILITY: | | | | | <u>CONTACT PERSON</u> |
| <input type="checkbox"/> LEC | <input type="checkbox"/> IEC | <input type="checkbox"/> CER | <input type="checkbox"/> CEC | <input type="checkbox"/> RTU | Name: <u>Monica Wiggins</u> Phone Number: <u>(858) 654-1770</u> |
| <input type="checkbox"/> WTA | <input type="checkbox"/> WTB | <input type="checkbox"/> WTC | <input type="checkbox"/> WTD | <input type="checkbox"/> SWR | |
| <input type="checkbox"/> GAS | <input type="checkbox"/> STM | <input checked="" type="checkbox"/> ELEC | <input type="checkbox"/> PLC | | |

EXPLANATION OF TYPE OF UTILITY

| | |
|--|------------------------|
| LEC = Local Exchange Carrier | WTC = Water class C |
| IEC = Interexchange Carrier | WTD = Water class D |
| CER = Cellular Resellers only | SWR = Sewer |
| CEC = Cellular Carriers (wholesale/retail) | GAS = Gas |
| RTU = Radio Telephone Utilities | STM = Steam |
| WTA = Water class A | ELC = Electric |
| WTB = Water class B | PLC = Pipeline carrier |

DATE FILED/RECEIVED
(stamped by CPUC)

Please fill in ALL Information

| | | | |
|---|--|---|-------------------|
| Is this a PROPOSAL or ADVICE LETTER? | | Your filing Number: <u>1537-E</u> | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | > If Proposal previously submitted, its number: _____ | |
| Documents Authorizing this Filing? | | <u>D.98-10-058</u> | |
| (Decision Number, Resolution Number, Legislation, etc.) | | | |
| Effective Date Requested: | <u>12/13/2003</u> | Estimated annual effect on: | \$ _____ \$ _____ |
| Number of Tariff Sheets: | <u>0</u> | (Revenue) | (Cost) |
| Tariff Schedules affected (list): | <u>None</u> | | |
| Subject of Filing: | <u>Informational Advice Letter - Contract Information for Access to Support Structures, Pursuant to Decision 98-10-058, Appendix A, Rule VI</u> | | |
| Informational | | | |
| _____ _____ | | | |
| FOR CPUC OFFICE USE ONLY | | | |

General Order No. 96-A, Sec. III. G.
ADVICE LETTER FILING MAILING LIST

cc: (w/enclosures)

PUBLIC UTILITIES COMMISSION
William Ahern – Exec. Dir.

ORA

R. Birdsell, Dir.
W. Gibson
J. Grieg
L. Huen
T. Lew
L. Maack
D. Morse
M. Pocta
W. Scott

Energy Division

F. Fua
D. Lafrenz

CA. ENERGY COMMISSION

Gail Budin-Gordon
F. DeLeon
R. Tavares
B. Wood

Advantage Energy, LLC (U.S. MAIL)

Alcantar & Kahl

AMDAX

American Energy Institute

Anza Electric Cooperative

Arter & Hadden LLP

BP Energy Company

Barkovich & Yap, Inc.

Bartle Wells Associates

BENTEK Energy Technologies

Burlington Resources

California Farm Bureau Federation

Calpine

CCTA

Children's Hospital & Health Center

City of Poway

City of San Diego

Jose Cervantes

Gerard Lonergan

Commonwealth Energy Corp

M. Reyna

J. Shultz

Crossborder Services

CSC Energy Services

R. McKillip

T. Rodriguez

C. Tammaro

Davis Wright Tremaine, LLP

E. O'Neill

J. Pau

Dept. of General Services

Dept. of Vet. Affairs Med. Ctr.

Duke Energy North America

Dynegy, Inc.

Eisenman, Eric

Ellison Schneider & Harris LLP

Energy Law Group LLP

D. Fellman

A. Skaff

Energy Solutions

Energy Strategies, Inc.

Enron Capital & Trade (2)

G.A. Koteen Associates, Inc

G.E. Goodrich Co

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg

J. Heather Patrick

J. Squeri

Green Mountain.Com Company

Hanna and Morton LLP

Henwood Energy Services

C. Castagnoli

HMH Resources, Inc.

Interstate Gas Services, Inc.

J.B.S. Energy

Kyocera America Inc

LeBoeuf, Lamb, Greene & MacRael

LSW Engineers, California Inc.

J. Mascarro

B. Mahoney

Luce, Forward, Hamilton & Scripps LLP

ManageAmerica

Manatt, Phelps & Phillips

Matthew V. Brady & Associates

Modesto Irrigation District

Morrison & Foerster

MRW & Associates

Naval Facilities Eng. Command

NCR Corp

New Energy, Inc, An AES Company

B. Chen

A. Thomas

Onsite Energy Corporation

O'Rourke & Company

Pacific Gas & Electric Co.

N. Avendano

W. Edwards

Pacific Utility Audit

Poway Unified School District

R. M. Hairston Company

Recon Research Corp

Robinsons-May Dept. Stores

Rohr, Inc.

San Diego Regional

Energy Office

School Project for Utility Rate

Reduction

Scott, Addis

Scripps Health

Shute, Mihaly & Weinberger LLP

K. Johanson

J. Schue

O. Armi

Sithe Energies

Solar Turbines

Sutherland, Asbill & Brennan LLP

Southern California Edison Co.

H. Romero

C. Rosskopf

S. Smith

TURN, Michel Florio

UCAN, Michael Shames

URM Group, Inc

U.S. Dept. of the Navy

K. Davoodi

N. Furuta

UtiliHost/Electric America

Utility Cost Management LLC

Utility Solutions Inc.

B. Dotson

T. Rodriguez

Utility Specialists, Southwest, Inc.

Vulcan Materials - CalMat Div.

Viterra Energy Services

Western Manufactured Housing

Communities Association

White & Case LLP

L. Cottle

P. Lacourciere

Interested Parties in:

R.95-04-043

I.95-04-044

ATTACHMENT A

SAN DIEGO GAS & ELECTRIC COMPANY

ADVICE LETTER 1537-E

1. AT&T Wireless
12900 Park Plaza Drive
Cerritos, CA
Date of Agreement: March 28, 2003

2. Ricochet Networks, Inc.
1400 Glenarm Place
Denver, CO 80202
Date of Agreement: December 2, 2002

3. Level 3 Communications, LLC.
1025 Eldorado Blvd.
Broomfield, CO 80021
Date of Agreement: March 20, 2001

4. Insite Solutions, LLC.
1674 Wrightown Road
Newton, PA 18940
Date of Agreement: October 16, 2003

5. Highland Carlsbad (aka Adelpia Communications)
76320 Canoga Ave.
H1300
Woodland Hills, CA 91367
Date of Agreement: October 16, 2003

6. Sempra Communications
101 Ash Street
San Diego, CA 92101
Date of Agreement: October 23, 2001

LICENSE AGREEMENT

LEVEL 3 COMMUNICATIONS

DISTRIBUTION POLES

WIRESLINE

WIRELESS ANTENNA

WIRELESS POLE – TOP ANTENNA

ANCILLARY EQUIPMENT

8/16/10

Mike Hale

Donna Hadley

RE: Level 3 – Pole Attachment License Agreement (Distribution Poles)

Attached are two copies of the Pole Attachment License Agreement with Level 3 for your approval and signature. There were no changes to the standard License Agreement. Legal has reviewed the agreement and signed the “Contract Approval Sign-Off Sheet.” Once the contracts have been signed, please return them to Carlos Castro for final processing.

Sincerely,

A handwritten signature in cursive script that reads "Donna".

Donna Hadley
Trans & Dist Asset Investment Manager

CONTRACT APPROVAL SIGN-OFF SHEET

The attached contract is recommended for approval by:

COMPLIANCE MANAGEMENT



Date 6/10/10

Comments: Level 3 – Pole Attachment License Agreement (Distribution Poles)

LEGAL



Date 6/23/10

Comments:

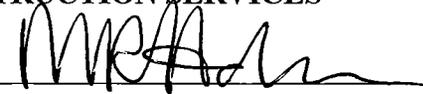
CONSTRUCTION SERVICES



Date 8/3/10

Comments:

CONSTRUCTION SERVICES



Date 8/16/10

Comments: Contract date field is blank.

CONTRACT APPROVAL PROCESS

Purpose - To provide a standard review process for review and approval of “umbrella” type contracts that require corporate officer review and signature.

Intent - This process covers approval of the following types of contracts:

- The general Distribution Joint Pole Use agreement
- The general Joint Trench agreement
- The general Transmission Joint Pole Use agreement
- Non-Disclosure Agreements

Process - Using the standard contract as the starting point, the Compliance Management Group shall negotiate the contract and obtain Legal approval on the contracts prior to forwarding to the Transmission & Distribution Asset Manager. With these approvals the contracts will be forwarded to the Transmission and Distribution Asset Director for signature approval. Attachment “A” is the “approval” cover sheet to be used in processing all contract signature approvals. Attachment “B” is a sample cover letter to use in asking for management approval.

LICENSE AGREEMENT
(Pole Attachment – Distribution Poles)

THIS LICENSE AGREEMENT (“Agreement”) is made as of this 16 day of ~~April~~^{August}, 2010, (“Effective Date”) between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (“Licensor”) and Level 3 Communications, LLC, a Delaware limited liability company (“Licensee”). Licensor and Licensee may be referred to sometimes herein as “Party” and collectively as the “Parties.” This Agreement will cover future Applications to attach Licensee’s Equipment to Licensor’s Poles.

WHEREAS, Licensor is an electric corporation as defined in California Public Utilities Code Section 218 and it distributes power throughout the County of San Diego and a portion of the County of Orange, State of California (“Service Territory”); and

WHEREAS, incident to the distribution of electric energy, Licensor has erected electric distribution poles and towers (collectively, “Poles”) within its Service Territory. Poles are defined as poles or towers with conductors having a voltage of less than 69kV. The Poles are (i) on the public streets, roads, highways and other public ways (collectively, “Streets”) pursuant to franchises with various cities and counties and (ii) on private property Licensor has purchased in fee or pursuant to easements it has obtained from the property owners (collectively, “Rights-of-Way”); and

WHEREAS, Licensor may have granted to other parties a right or license to use said Poles; and

WHEREAS, Licensee desires to use Poles as supports for (a) cables and wires, together with associated messenger cables, guy wires, anchors and other messenger-attached appurtenances (“Wireline Attachments”), (b) wireless antennas (other than Wireless Pole-Top Antenna Attachments), together with their associated elements (e.g. associated cables, messengers and pole line hardware) and supporting elements (e.g. cross arms, brackets), other than Ancillary Equipment (“Wireless Antenna Attachments”), (c) wireless antennas installed above Licensor’s 50kV (or less) power lines, together with their associated elements (e.g. associated cables, messengers and pole line hardware) and supporting elements (e.g. cross arms, brackets) (“Wireless Pole-Top Antenna Attachments”) and/or (d) ancillary equipment as defined by Licensor’s Structural Licensing Process publication, “Electric Distribution Overhead Construction Standards” (“Construction Standards”), such as brackets, RF Nodes, battery back-up boxes, disconnect switches, electric conduit, messenger cables and other appurtenances hereinafter (“Ancillary Equipment Attachments”, and together with Wireline Attachments, Wireless Antenna Attachments, and Wireless Pole-Top Antenna Attachments, collectively hereinafter called “Licensee’s Equipment” or “Equipment”);

NOW, THEREFORE, the following terms and conditions shall govern Licensee’s use of Licensor’s Poles for Licensee’s Equipment as Licensor may permit Licensee to use, after receipt and approval of Licensee’s Application for particular Poles. This Agreement shall be a master

agreement and each individual Application, when approved, shall become a separate license incorporating by reference all the terms and conditions of this Agreement.

ARTICLE 1 – LICENSE

1.1 Licensor's Rights. Licensee's occupancy of Pole space for Licensee's Equipment and the design of its attachment shall be subject to the prior written approval of the Licensor, and its presence shall be subject to present or future occupancy of Pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain its Poles and to operate its facilities thereon in a manner necessary or convenient for its own requirements. Licensor shall not be liable to Licensee for any interruption in Licensee's use of Licensee's Equipment arising in any manner from the use by Licensor of its Poles and the facilities owned by Licensor, unless such interruption is solely caused by Licensor's negligence or willful misconduct.

1.2 General. Licensor hereby grants to Licensee a non-exclusive license to use the Poles for Licensee's Equipment as designated on an Application (see 1.3 below) approved by Licensor and subject to the terms of this Agreement. Licensee's use of Licensor's Poles shall be confined to Licensee's Equipment after Licensor has given Licensee written permission to install Licensee's Equipment on specified Poles, Licensee's Equipment shall be used only for Licensee's telecommunications business. Nothing contained in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Pole or Poles, and nothing in this Agreement shall be construed to confer any permit, license or grant to use the property of any persons other than the written revocable license to use Licensor's Poles as provided in this Agreement.

1.3 Licensee's Application. Whenever Licensee desires to place Licensee's Equipment on any of Licensor's Poles, Licensee shall make written Application to Licensor for permission to do so, in the number of copies and in the form from time to time prescribed by Licensor. The current form of the Pole Attachment Application is attached hereto, marked Exhibit A, and may be modified by Licensor at any time without prior notice. Licensor's current Structural Licensing Process has been provided separately to Licensee and is incorporated by reference, even though it is not attached to this Agreement. As a condition to approval of an Application, Licensor may request, and Licensee shall prepare and provide at its sole cost and expense, any and all additional documentation, material, plans, drawings, maps, data, studies, reports, and other information, including without limitation stamped engineering studies and drawings. If the Application is approved, permission to place Licensee's Equipment described in said Application on the Pole or Poles therein identified shall be indicated by Licensor's signing the Application in the place provided for that purpose and returning one signed copy to Licensee. The Application will then become a part of this Agreement and subject to all of its terms and conditions. In the event of any conflict between terms specified in an Application and the terms of this Agreement, the terms of this Agreement shall prevail.

1.4 Pre-Installation Engineering. Licensee is responsible for any and all actual costs incurred by Licensor to evaluate safety and engineering issues related to Licensee's intended installation and construction plan to ensure compliance with General Order 95 of the California Public Utilities Commission ("CPUC"), Licensor's "Structural Licensing Process" and

Licensors' Construction Standards. Licensor will provide Licensee with its pre-installation engineering review and an invoice for performing this engineering review. Licensor's Construction Standards is attached hereto as Exhibit B, which may be modified by Licensor as it deems necessary, at which time Licensor will so notify Licensee.

1.5 Mock-Ups. In the event Licensee elects to work with Licensor in performing mock-ups to modify its installation and construction plan or other related work, Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction, and Licensee agrees to reimburse Licensor for any and all actual costs and expenses incurred for said additional service.

1.6 Installation of Equipment. Upon its receipt of the signed copy of the Application and payment of the contract administration fee in Section 5.1 of this Agreement, but not before, Licensee may install, maintain and use Licensee's Equipment as described in the Application on the Pole or Poles specified; provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present during such installation. Licensee shall complete the installation of Licensee's Equipment on the Pole or Poles covered by each approved individual Application within such time limit as Licensor shall designate on said Application. If Licensee fails to complete the installation of Licensee's Equipment on said Pole or Poles within the prescribed time-limit (or within such additional time as Licensor may agree to in writing), the permission granted by Licensor in the signed Application to place Licensee's Equipment on said Pole(s) shall be automatically revoked, and Licensee may apply again for permission to attach Licensee's Equipment to said Pole(s).

1.7 Unauthorized Equipment. Licensee shall not have the right to place, and it shall not place, any Equipment on any Pole without first making Application therefore and receiving permission to do so from Licensor as set forth above. Licensee shall not add any Equipment to any Pole or change the position of any Equipment on any Pole without Licensor's prior written approval. If Licensee places additional Equipment on an approved Pole, any Equipment on a non-approved Pole, or changes the position of Licensee's Equipment on an approved Pole, in each case without Licensor's prior written consent, Licensor shall have the right to charge Licensee a one-time fee of Five Hundred Dollars (\$500.00) per Pole on which Licensee has made the unauthorized attachment. This fee is the Parties' estimate of the damages to Licensor because of the unauthorized attachment and shall be in addition to any fee usually charged by Licensor to determine whether to permit the attachment and the Annual Fee (as hereafter described). If Licensor determines it cannot permit the attachment, Licensee shall remove the Equipment within a reasonable amount of time as specified in Licensor's written notice. If Licensee fails to remove the unauthorized Equipment as required, Licensor may (but is not required to) remove it, at Licensee's sole risk, cost and expense. Licensor shall not be liable for damages to Licensee's Equipment nor for any interruption in service occasioned by Licensor's removal of such Equipment, and Licensee shall indemnify, release and hold harmless each Indemnitee (as defined in Section 8.1 of this Agreement) from and against any and all Claims and Liabilities (as defined in Section 8.1 of this Agreement) arising from, in connection with, or in any way relating to Licensor's removal of such Equipment.

1.8 No Obligation to Maintain Poles. Nothing contained in this Agreement shall obligate Licensor to maintain its Poles or any of them in existence for a period of time longer than the same are convenient or necessary for Licensor's own service requirements. If Licensor determines that it no longer needs to maintain a Pole or continue such Pole in existence, Licensor may provide notice to Licensee in accordance with Section 7.3 below that Licensee's right to use such Pole is revoked.

ARTICLE 2 - SPACE

2.1 Insufficient Space. In the event that Licensee desires to use a Pole on which there is not adequate space for Licensee's Equipment, Licensor will so indicate on the Application. Licensee may request that Licensor replace the Pole or rearrange the facilities on the Pole to accommodate Licensee's Equipment, and Licensor shall notify Licensee as to whether such replacement or rearrangement can be done, and if so, Licensor shall provide Licensee with a written scope of work and estimate of costs for such replacement or rearrangement. If Licensee still desires to use said Pole or any Pole erected by way of replacement of an existing Pole and returns the Application marked to so indicate, Licensor will replace such Pole with a longer Pole and/or rearrange the facilities on such Pole, provided that, Licensor may require Licensee to pay, in advance, to Licensor and any other party using said Pole by reason of a joint pole agreement or otherwise, (a) the estimated cost to be incurred by each of them of transferring to the new Pole all equipment supported by the existing Pole, plus the installed cost of the new Pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less allowance for depreciation included with respect to the Pole removed, and/or (b) the estimated cost of such rearrangement of facilities. Licensee shall be responsible for Licensor's actual cost of this work. If the actual cost is greater than the estimated cost paid by Licensee to Licensor, Licensee shall pay the additional amount invoiced within thirty (30) days. If the actual cost is less than the estimated payment, Licensor shall refund the difference to Licensee without interest. It shall be Licensee's responsibility to make the appropriate arrangements with any other party who has equipment attached to the Pole.

2.2 Rearrangement of Equipment. In the event that, in Licensor's judgment, Licensee's existing Equipment on any Pole renders inadequate the space for the placement or use of any facilities thereon required by Licensor, and if said facilities could be placed on said Pole by removing, rearranging or relocating Licensee's Equipment or by replacing the Pole (in which case removal of Licensee's Equipment is required), Licensor may request in writing that Licensee remove, relocate or rearrange such Equipment on such Pole in order to permit the placement of Licensor's facilities as aforesaid, and continue the accommodation of Licensee's Equipment. In the event a Pole replacement is required, such request shall include an estimate of the cost of making any such Pole replacement. Licensee shall rearrange, remove or relocate its Equipment as requested by Licensor (or Licensee may remove its Equipment in lieu of rearranging or relocating the Equipment) within ninety (90) days (or such additional time as may be mutually agreed upon) after Licensor issues such request. If Licensee fails to rearrange, remove or relocate its Equipment within the ninety (90) day period, Licensor may either, at Licensor's sole option, rearrange, remove or relocate the Equipment at Licensee's sole risk, cost and expense or rearrange Licensor's facilities to accommodate Licensee's Equipment.

Any such rearrangement, removal or relocation of Licensee's Equipment, rearrangement of Licensor's facilities and/or replacement of the Pole under this Section 2.2 shall be done at the sole risk, cost and expense of Licensee, and Licensee shall, on demand, pay Licensor for all actual cost and expense incurred by Licensor. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said Pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise.

If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's Equipment or changing out the Pole, Licensee shall be entitled to re-install its Equipment on another Pole in accordance with the procedures set forth herein, except that the Annual Fee and the Attachment Fee set forth in Article 5 below shall be waived by Licensor to the extent they were paid for the subject Equipment.

ARTICLE 3 – MINIMIZATION OF NUMBER OF POLES

3.1 **Right of First Refusal/New Licensor Pole.** In order to keep the number of poles in the Service Territory to a practical minimum, Licensee agrees not to erect any pole of its own in Licensor's Service Territory where Licensor is willing to accommodate Licensee's Equipment or to provide a Pole reasonably adequate to accommodate Licensee's Equipment. If Licensee should require Equipment in a location and Licensor shall not have Poles so located as to fulfill Licensee's requirements, Licensee shall submit an Application to Licensor, in order that Licensor may determine whether it wishes to place Poles in such a location. If Licensor is willing to erect Poles in such location adequate to provide for Licensee's Equipment, Licensor shall so indicate on the Application and return it to Licensee, and Licensor shall then proceed to erect said Poles. Upon receipt by Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's Equipment under the terms and provisions of this Agreement, or Licensor does not approve of an Application within ninety (90) days from the date the Application is received by Licensor (or, if such Application involves more than 500 Poles or involves considerable complexity, such longer period of time reasonably necessary to review such Application, unless Licensee elects to reimburse Licensor for all costs and expenses (including, without limitation, outside contractor costs) incurred by Licensor so as to meet such ninety (90) day period), Licensee may proceed to erect its own poles in accordance with General Order 95, in which case Licensee agrees to bear all risks, liabilities, and costs associated with the erection of the new pole, and to obtain all necessary approvals in respect thereof. Until receipt of said notice or until expiration of the ninety (90) day period, Licensee will not erect any poles of its own within Licensor's Service Territory.

3.2 **Replacement of Licensee's Pole.** If Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this Agreement and Licensor desires to place and maintain a Pole or Poles of its own at or near the location of Licensee's pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. Said notice shall designate the pole or poles of Licensee

to be removed and replaced. Licensee shall relocate any Equipment on its pole or poles within such thirty (30) day period. After said thirty (30) day period, Licensor may replace Licensee's pole or poles with its own Pole or Poles, and any Equipment that continue to remain on Licensee's pole or poles may be removed by Licensor. Upon such replacement of Licensee's pole, Licensee's use of Licensor's Pole or Poles shall be governed by all of the terms and conditions hereof; provided, however, no Annual Fee shall be applicable to Equipment relocated by Licensee within such thirty (30) day period onto Poles erected as replacement pursuant to the terms of this Section 3.2. Licensor shall bear the cost of removal and replacement of said poles, the erection of such Poles and of the relocation of Licensee's Equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

ARTICLE 4 – REMOVAL OR TRANSFER OF POLES AND ATTACHMENTS

4.1 Licensor's Maintenance and Replacement of Poles. Licensee shall, at its sole risk, cost and expense, upon request of Licensor, relocate, replace or renew Licensee's Equipment, and transfer any Equipment to Poles erected by way of replacement of existing Poles, and/or perform any other work in connection with said Equipment that may be required by Licensor in the maintenance, replacement, removal or relocation of said Poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said Pole or of facilities thereon; provided, however, that in cases of emergency, or if Licensee otherwise does not perform such relocation, replacement, renewal or work within sixty (60) days, Licensor may (but shall not be obligated to, in which case Licensee shall be responsible to Licensor for all loss and liabilities incurred by Licensor by any delay) perform any of the foregoing, at Licensee's sole risk, cost and expense, and Licensee, on demand, will reimburse Licensor for the entire cost and expense thereby incurred.

4.2 Licensee's Removal of Equipment. Licensee may at any time remove its Equipment from any of the Poles, and, in each such case, Licensee shall give Licensor prior written notice of such removal by submitting an Application identifying the Equipment to be removed and, if Licensee desires to relocate such Equipment to another or new Pole, such other or new Pole. Licensee's failure to remove Licensee's Equipment from any such Pole within the time period specified in the Application or failure to install further approved Equipment on a new Pole within sixty (60) days from the date of Licensor's approval of the Application shall constitute a termination of Licensee's right to use such Pole (unless Licensee's right to use the Pole would otherwise be sooner terminated by reason of the operation of some other provision of this Agreement), and Licensor may itself perform the removal at Licensee's cost, expense and risk, and Licensee shall pay the actual cost incurred by Licensor for any removal performed by Licensor.

4.3 Abandonment of Pole by Licensor. If at any time Licensor desires to abandon any Pole, it shall have the right to do so upon giving notice in writing to Licensee of its intention so to do. Licensee shall within sixty (60) days after such notice remove its Equipment. In the event Licensee fails to remove its Equipment from the Pole within such sixty (60) days, then Licensor shall have the option to either (a) require Licensee to assume ownership of the Pole

(plus all guys, anchors, and other equipment associated with the pole, collectively, "Appurtenances") as of the date notice thereof is received by Licensee, in which case Licensee shall assume and fulfill all ownership responsibilities from and after such date, or (b) remove Licensee's Equipment, at Licensee's sole risk, cost and expense, and Licensee, on demand, will reimburse Licensor for the entire cost and expense thereby incurred, and Licensee shall be responsible to Licensor for all loss and liabilities incurred by Licensor by any delay. In the event Licensor elects for Licensee to assume ownership of a Pole and Appurtenances, no further action on the part of Licensee to effect such change in ownership shall be necessary. Licensor shall execute and deliver a quitclaim bill of sale of such Pole and Appurtenances to Licensee, but delivery of the quitclaim shall not be necessary to transfer title to the Pole or Appurtenances to Licensee or for Licensee to be responsible for all obligations regarding the Pole and Appurtenances.

4.4 Limitation of Damages. Licensor shall not be liable, whether in contract, tort, strict liability or otherwise for any special, incidental, indirect or consequential damages, including, but not limited to, interruption of Licensee's service or interference with the operation of Licensee's Equipment. In addition, Licensor shall not be liable for any loss or damage to Licensee's Equipment nor for any interruption in service occasioned by Licensor's exercise of any right to remove, relocate, or replace, or perform any other work in connection with, any of Licensee's Equipment under this Agreement, unless such loss, damage or interruption is solely caused by Licensor's negligence or willful misconduct, and Licensee shall indemnify, release, defend and hold harmless each Indemnitee (as defined in Section 8.1 of this Agreement) from and against any and all Claims and Liabilities (as defined in Section 8.1 of this Agreement) arising from, in connection with, or in any way relating to Licensor's exercise of such right, unless such Claims and Liabilities are solely caused by Licensor's negligence or willful misconduct. Licensee shall also indemnify, release, defend and hold harmless each Indemnitee from and against any and all Claims and Liabilities arising from, in connection with, or in any way relating to Licensee's failure to remove its Equipment from a Pole as required under this Agreement, unless such Claims and Liabilities are solely caused by Licensor's negligence or willful misconduct.

ARTICLE 5 - FEES

5.1 Contract Administration Fee. Commencing with the Effective Date of this Agreement and on January 1 of each succeeding year during the term of this Agreement, Licensee shall pay Licensor the sum of Five Hundred Dollars (\$500.00) as a contract administration fee ("Contract Administration Fee"). Payment shall be due and payable within sixty (60) days after Licensor's invoices.

5.2 Annual Fee. In January following the Effective Date, Licensor shall invoice Licensee for the annual fees described below ("Annual Fees") due for the preceding calendar year. During January of each succeeding year, Licensor shall invoice Licensee Annual Fees for each Pole to which Licensee's Equipment is attached. Annual Fees for each Pole to which Licensee's Equipment is attached during a calendar year shall be prorated at one-twelfth (1/12) of the Annual Fee amount for each whole month remaining during the calendar year.

5.2.1 Wireline Attachments. The Annual Fee for Wireline Attachments to distribution Poles shall be \$20.89 per Pole utilized by Licensee under the terms of this Agreement per year. This Annual Fee shall be the same whether the Poles are located in Streets or in Rights-of-Way.

5.2.2 Wireless Antenna Attachments. The Annual Fee for Wireless Antenna Attachments to distribution Poles shall be \$47.64 multiplied by number of lineal feet of Pole space used for the Wireless Antenna Attachments, per Pole utilized by Licensee under the terms of this Agreement, per year (“Wireless Antenna Attachment Fee”). The Wireless Antenna Attachment Fee may be increased annually, in Licensor’s sole discretion, in an amount equal to six percent (6%). Wireless Antenna Attachments installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Wireless Antenna Attachment Fee shall be paid at the time Licensee receives its Approved Application for such Wireless Antenna Attachment Fee.

5.2.3 Wireless Pole-Top Antenna Attachments. The Annual Fee for Wireless Pole-Top Antenna Attachments to distribution Poles shall be \$1000.00 multiplied by number of lineal feet of Pole space used for the Wireless Pole-Top Antenna Attachments, per Pole utilized by Licensee under the terms of this Agreement, per year (“Wireless Pole-Top Antenna Attachment Fee”). The Wireless Pole-Top Antenna Attachment Fee may be increased annually, in Licensor’s sole discretion, in an amount equal to six percent (6%). Wireless Pole-Top Antenna Attachments installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Wireless Pole-Top Antenna Attachment Fee shall be paid at the time Licensee receives its Approved Application for such Wireless Pole-Top Antenna Attachment Fee.

5.2.4 Ancillary Equipment Attachments. The Annual Fee for Ancillary Equipment Attachments to distribution Poles shall be \$47.64 multiplied by number of lineal feet of Pole space used for the Ancillary Equipment Attachments, per Pole utilized by Licensee under the terms of this Agreement, per year (“Ancillary Equipment Attachment Fee”). The Ancillary Equipment Attachment Fee may be increased annually, in Licensor’s sole discretion, in an amount equal to six percent (6%). Ancillary Equipment Attachments installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Ancillary Equipment Attachment Fee shall be paid at the time Licensee receives its Approved Application for such Ancillary Equipment Attachment Fee.

5.2.5 Existing Pole Attachments. Nothing herein shall be construed as Licensor’s approval of any previously made un-authorized attachments or to prevent Licensor from exercising the remedies under this Agreement as a result of un-authorized attachments.

5.3 Payment and Late Charge. Licensee shall pay all invoices within sixty (60) days of receipt of the invoice. Amounts not paid within such period shall be subject to late charge of 5% and shall bear interest at the rate of 10% per annum until paid.

5.4 Change in Fees. Licensor may increase any or all of the fees specified in this Article not more often than once a year, in accordance with the methodology of California Public

Utilities Code Section 767.5 and decisions of the CPUC, upon no less than sixty (60) days prior written notice to Licensee. Changes to Annual Fees for Licensee's Equipment already attached to Poles shall be effective the first day of the following calendar year. If such changed Contract Administration Fee or Annual Fee is not acceptable to Licensee, Licensee may terminate this Agreement as elsewhere provided herein and remove Licensee's Equipment from the Poles, or, Licensee shall pay the prior year's Annual Fees to Licensor and the Parties shall submit the matter to the CPUC for resolution (using the CPUC's dispute resolution procedure or any other appropriate method).

5.5 Credit.

5.5.1 Financial Information. Licensee shall deliver all such credit and/or financial information to Licensor upon request and in form satisfactory to Licensor.

5.5.2 Credit Support. Subject to Section 5.5.5, to secure its obligations under this Agreement, Licensee agrees to deliver to Licensor on or before the Effective Date, and shall maintain in full force and effect for the Term, either a cash security deposit, a letter of credit or surety bond (as determined by Licensor), or a combination of any of them, in the amount equal to three (3) months of Annual Fees ("Credit Support"). Any such Credit Support shall not be deemed a limitation of damages. Licensor shall return the unused portion of Credit Support (including any interest accrued thereon in the case of a cash security deposit) to Licensee promptly after the following have occurred: (a) the expiration or earlier termination of the Term, and (b) all payment obligations of Licensee arising under this Agreement, including the Annual Fees, indemnification payments or other damages or payments payable by Licensee under this Agreement are paid in full.

5.5.3 Cash Credit Support. When cash comprises any part of the Credit Support, Licensor shall pay interest on such cash held for full month increments, calculated from the date of full collection, at the rate, compounded monthly, of 1/12 of the interest on Commercial Paper (prime, 3 months) published in the prior month in the Federal Reserve Statistical Release, G.13, plus 0 basis points (or 0.00%). Should publication of such interest rate be discontinued, interest shall then accrue at the rate, compounded monthly, of 1/12 of the interest on Commercial Paper, plus 0 basis points (or 0.00%) which most approximates such discontinued rate and which is published in the prior month in the Federal Reserve Statistical Release, G.13, or its successor publication. Notwithstanding the foregoing, no interest shall be paid if Licensee's account is past due.

5.5.4 Letters of Credit; Surety Bonds. When letters of credit or surety bonds comprises any part of the Credit Support, such letters of credit or surety bonds shall be in a form satisfactory to Licensor in its sole discretion and shall be subject to the following:

(a) Each such letter of credit or surety bond shall be an irrevocable, transferable standby letter of credit or surety bond issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody's.

(b) Licensee shall renew or cause the renewal of each such outstanding letter of credit or surety bond on a timely basis as provided in the relevant letter of credit or surety bond and in accordance with this Agreement. If the issuer thereof has indicated its intent not to renew such letter of credit or surety bond, then Licensee shall provide a substitute letter of credit or surety bond at least sixty (60) days prior to the expiration of the outstanding letter of credit or surety bond.

(c) If an issuer of a letter of credit or surety bond fails to honor Licensor's properly documented request to draw on an outstanding letter of credit or surety bond, Licensee shall provide for the benefit of Licensor a substitute letter of credit or surety bond that is issued by an alternate issuer acceptable to Licensor within five (5) days after Licensee receives notice of such refusal.

All costs and expenses of procuring, maintaining, establishing, renewing, substituting, canceling, and changing the amount of such letters of credit shall be borne by Licensee.

5.5.5 Credit Review. Licensor shall have the right from time to time to conduct credit reviews of Licensee and, as a result of such credit review, require additional Credit Support as may have been required under Section 5.5.2 for the remaining Term of the Agreement, and Licensee shall provide such additional Credit Support upon request.

5.6 Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on the Poles, and if such tax is assessed upon Licensor, Licensee, on demand, shall reimburse Licensor in the amount of the tax paid by Licensor.

ARTICLE 6 – SAFETY AND PERMITS

6.1 Compliance with All Rules, Laws and Licensor's Specifications. Licensee shall, at its own sole risk and expense, place and maintain Licensee's Equipment on Poles (i) in a safe condition and in good repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said Poles by Licensor or others using said Poles, or with the working use of facilities of Licensor or others on or from time to time placed on said Poles, (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe, including without limitation, its Construction Standards, all of which requirements and specifications may be changed from time to time in Licensor's sole and absolute discretion. and (iv) in conformity with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing, General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

6.2 Licensor No Liability for Licensee's Noncompliance. Licensor's approval of Applications shall not be construed as assurance by Licensor that Licensee's Equipment as installed or maintained will comply with the requirements of General Order No. 95 and applicable laws. Licensor assumes no responsibility or liability for any failure by Licensee to

comply with the requirements set forth in Section 6.1, unless such failure is solely due to Licensor's negligence or willful misconduct.

6.3 Guys and Anchors.

6.3.1 Not Coincident. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of Licensee's Equipment on said Poles in the cases where Licensee's anchorage requirements are not coincident with those of Licensor. In those cases where existing guys and anchors are inadequate to support Licensee's strains, and separate guys and anchors are not desired, or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said Poles, or any of them, resulting from the placing of additional facilities on said Poles and said guys and anchors would have been adequate to hold the additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

6.3.2 Coincident. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's Equipment and of Licensor's facilities on said Poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgment such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its Equipment on said Poles.

6.3.3 Strains. The term "strains" as herein used shall mean the forces created by the failure of a Pole and its facilities located thereon to maintain its static equilibrium.

6.4 Licensee's Duty of Care. Licensee shall use best efforts to avoid causing damage to the facilities of Licensor and others on the Poles, and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

6.5 Licensor's Inspection. Licensor shall have the right to inspect each new installation of Licensee's Equipment on and in the vicinity of the Poles and to make inspections, thereafter at any time. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability under this Agreement.

6.6 Workers. All work done on or about the Poles or for Licensee in connection with the installation, operation and maintenance of Licensee's Equipment shall be performed by workers qualified to perform such work, and Licensee shall be solely liable for any and all damage, injury, or death resulting from the acts or omissions of Licensee's employees, agents and contractors, unless such damage, injury or death is solely caused by Licensor's negligence or willful misconduct.

6.7 Permits. Licensee shall obtain all necessary franchises, permits, licenses, easements and rights-of-way for the erection, operation and maintenance of Licensee's Equipment over, along, across, on, through and under the Streets and Rights-of-Way. Upon Licensor's request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements. This Agreement shall not be construed as a grant of right-of-way, easement or any other real property right by Licensor to use the property on which the Poles are located. This Agreement provides solely a contractual right to use the Poles themselves to support Licensee's Equipment, after the necessary franchises, permits, licenses, easements and/or rights-of-way have been obtained by Licensee. Licensor makes no warranty, express or implied, that Licensor is granting Licensee any legal rights to install its Equipment on public or private property, other than for the use of Licensor's Poles once all necessary franchises, permits, licenses, easements and/or rights-of-way have been obtained by Licensee.

6.8 Security Rules. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about Poles by any of its employees, agents or contractors who is judged a security risk. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

a. File with the Licensor upon Licensor's request, a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about Poles or Licensee's Equipment, and shall file with Licensor supplemental lists thereof whenever changes in such personnel are made.

b. Provide suitable identification for each such employee, agent and contractor referred to in (a) above.

6.9 Safe Installation Procedures. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to inspect the Poles as well as all cross arms and wires, and to ascertain that the same are safe to work with or upon before climbing the Poles, attachments, cross arms or wires, and shall also charge such employees, agents and contractors with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees, agents and contractors work to ascertain that the same are in a safe condition and repair.

ARTICLE 7 – TERM AND TERMINATION OF LICENSE OR ATTACHMENTS

7.1 Term. The term of this Agreement shall be five (5) years, commencing on the Effective Date (hereinafter "Term"). However, this Agreement may be terminated earlier (a) in accordance with the terms of this Agreement, (b) for any reason by Licensor upon 60 days notice by Licensor, or (c) for any reason by Licensee, in which case this Agreement shall terminate immediately upon Licensee's notice to Licensor that all Equipment covered by this Agreement has been removed.

Each Application, once approved by Licensor and incorporated into this Agreement, shall be a separate agreement for Licensee's Equipment specified in said Application, which shall continue until this Agreement expires or is terminated or revoked as otherwise provided in this Agreement. Licensee may terminate this Agreement with respect to a particular Application by submitting an Application to remove the Equipment, in which case the termination shall be effective as of the date the Application is approved and Licensee has removed the Equipment.

7.2 Termination By Either Party. Licensor or Licensee may terminate this Agreement or any Application (including as to existing Pole attachments, Applications which have already been approved or which are pending) upon prior written notice to the other Party in the event of default and lapse of applicable cure periods in accordance with Section 9.1.

7.3 Revocation of Right to Use Poles. Licensor, in its sole judgment, may revoke the right to use any specified Pole at any time upon prior written notice to Licensee, which written notice shall be provided (i) thirty (30) days prior if such reason is related to the provision of electrical power, or (ii) ninety (90) days prior if for such other reasons related to Licensor's business operations as a utility governed by the CPUC. Notwithstanding the foregoing, in cases involving safety, security, reliability of Licensor's electrical system, public convenience or compliance with any law, regulation or other legal requirement, such time period required for such written notice to be provided prior to such revocation may be reduced to the extent necessary to address such cases. Licensee shall remove Licensee's Equipment from such Poles within the aforementioned periods; provided, however, that as long as Licensor has no contrary obligation to a local governmental authority or other third party, in the event Licensor should elect, for the reasons set forth above, to revoke Licensee's right to use any Poles, Licensee shall have sixty (60) days to remove Licensee's Equipment from such Poles.

If Licensor revokes the right to use Poles under the provisions of General Order No. 69-C, Licensor shall attempt to provide Licensee with the same time periods as specified above to remove Licensee's Equipment, but Licensor need not do so if the interests of its patrons or consumers require otherwise.

In any such case of such revocation, Licensee may submit an Application to transfer any of the affected Licensee Equipment to any other Licensor Pole(s) that might be available for such purposes, at Licensee's sole cost and expense.

7.4 Termination Because of General Order No. 69-C. Notwithstanding any provision in this Agreement to the contrary, this Agreement is subject to General Order No. 69-C of the CPUC and the right of Licensor, either itself or upon order of the CPUC, immediately upon written notice to Licensee, to terminate this Agreement or any Pole attachment whenever, in the interest of its service to its patrons or customers, it shall appear necessary to do so. The terms of said General Order are incorporated by reference.

7.5 No Refunds / Removal of Equipment. No refunds of Annual Fees shall be due or payable for the year in which this Agreement (or any particular Application) terminates or is revoked. Licensee shall remove all of Licensee's Equipment from all Poles by the effective date of termination.

7.6 Licensors Removal. If Licensee should fail to remove Licensee's Equipment from any Pole within the time periods allowed in Section 7.3 or as otherwise required under this Agreement, Licensor may elect to do such work at Licensee's sole risk and expense, in which case Licensor shall have no liability whatsoever, and Licensee shall release Licensor from any such liability, as a result of such work. Licensee, upon demand, will reimburse Licensor for the entire expense incurred by Licensor.

7.7 Licensee's Waiver of Claims. Licensee hereby releases Licensor and holds Licensor harmless from any and all claims or actions which might arise from the interruption or discontinuance of Licensee's operation as a result of the application of this Article 7.0 or any other Section of this Agreement.

7.8 AT&T's Poles. Licensor does not by the terms and conditions of this Agreement, purport to grant to Licensee any right or privilege whatever to use poles owned by AT&T (or any successor or assign of AT&T), even though Licensor itself, has by reason of a Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee is obligated to comply with whatever terms and conditions have been or may hereafter be established by AT&T (or any successor or assign of AT&T) for the use of the same.

ARTICLE 8 – INDEMNITY, RELEASE, ENVIRONMENTAL AND INSURANCE

8.1 General Indemnity. Licensee shall assume sole responsibility and liability for, and shall indemnify, reimburse, defend, and hold harmless Licensor, its parent company(ies), subsidiaries and affiliates, and any of their respective shareholders, directors, officers, employees, agents, representatives, consultants and independent contractors (each, including Licensor, an "Indemnitee") for, from and against, any and all claims, demands, suits, causes of action, proceedings, costs and fees (including, without limitation, attorneys' fees, witness fees, and expert witness fees), penalties, damages, injuries, losses and liabilities of every kind and nature, whether incurred by Licensee, Licensor, another Indemnitee, or any other third party or otherwise (hereafter collectively "Claims and Liabilities") arising from, in connection with, or in any way relating to, (a) Licensee's Equipment, or the presence, location, construction, installation, operation, use, maintenance, replacement or existence of Licensee's Equipment on or about the Poles, on or about any other poles used by Licensor whether or not Licensor owns such poles, or in the vicinity of Licensor's electric supply conductors and facilities wherever located, or any other use of the Poles or any other Licensor facility by Licensee, (b) any poles erected by Licensee under Section 3.1, (c) the exercise of any right or privilege granted to Licensee by this Agreement, (d) the exercise or performance by Licensor of any right to rearrange, remove or relocate Licensee's Equipment on any Pole as provided in this Agreement, (e) acts or omissions of Licensee, its employees, agents, representatives, contractors or subcontractors, (f) any non-compliance by Licensee, its employees, agents, representatives, contractors or subcontractors with any law, rule, statute, regulation, ordinance, decision, order, judgment, decree, guideline or policy of any national, state or local governmental, judicial or regulatory authority, body, agency, bureau or entity (including without

limitation any subdivision, agency, division or department thereof), or any arbitrator or tribunal with authority to bind a party, (g) any challenge to Licensor's franchise(s) or Rights-of-Way by a governmental entity or real property owner as a result of or related to the attachment of Licensee's Equipment to Poles, (h) the breach or default by Licensee of any obligation, condition, representation or warranty of this Agreement, or (i) any liens filed by Licensee or any of its contractors, subcontractors, suppliers, laborers, materialmen, employees, agents or any other person performing work related to this Agreement or the construction, installation, operation, use, maintenance, or replacement of Licensee's Equipment on or about the Poles on behalf of Licensee. For purposes of illustration, Claims and Liabilities shall include, but are not limited to, the following (and claims for the following):

(i) damage to or destruction of property, including, without limitation, the property of Licensor, an Indemnitee, Licensee, any governmental entity, any other licensee of the Poles, any owner or occupant of the real property on which any Poles or Licensee's Equipment are located, or any third party;

(ii) injury to or death of any person including, without limitation, members of the general public and any employee, agent, representative, consultant or independent contractor of Licensor, an Indemnitee or Licensee, of any governmental entity, of any other owners of equipment on or about the Poles, or of any third party;

(iii) economic loss or liability of Licensor, an Indemnitee, Licensor's customers, Licensee's customers, any governmental entity, any other owner of equipment on or about the Poles, any owner or occupant of the real property on which any Poles or Licensee's Equipment are located, or any third party; and

(iv) any interference with or loss of Licensor's service or Licensee's service.

The obligations of Licensee in this Section 8.1 shall apply (A) whether the Claims and Liabilities are based on contract, tort or any other theory, (B) regardless of the negligence (active, passive or otherwise) of any Indemnitee, and (C) regardless of whether liability without fault or strict liability is imposed or sought to be imposed on any Indemnitee, except that Licensee's obligations under this Section 8.1 shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that the Claim and Liability against an Indemnitee was proximately caused by the sole negligence or willful misconduct of such Indemnitee. Licensee acknowledges and understands that the exception proviso in the previous sentence shall apply only in instances where such Indemnitee is shown to have been solely at fault and not in instances where such Indemnitee's fault accounts for only a percentage of the liability involved, and that Licensee's obligations under this Section 8.1 extends to liability attributable to an Indemnitee if the liability is less than the sole fault of such Indemnitee. Otherwise, the obligation of Licensee shall be all-inclusive, and such Indemnitee shall be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of such Indemnitee.

8.2 Environmental Compliance and Indemnity. Licensee shall comply with all applicable environmental laws and regulations governing the use and occupancy of Pole(s) by Licensee and/or Licensee's Equipment including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Standards").

8.2.1 Notice of Harmful Condition. Licensee shall not create nor permit to be created nor permit to exist upon or near the Poles any non-compliance with Standards or any condition which could be alleged to create a nuisance, public, private or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Standard, and Licensee shall notify all applicable local, state or federal agencies as required by local, state or federal regulations.

8.2.2 Cost of Remediation. Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions and/or violation of Standards caused by Licensee or any of its agents, employees or contractors.

8.2.3 Licensee's Indemnification from Harmful Conditions. Licensee shall indemnify, defend, and hold each Indemnitee harmless from and against any and all Claims and Liabilities, including without limitation, any lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from, are in connection with or relate to any actual or alleged Harmful Conditions, actual or alleged violation of Standards, or actual injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of Licensor and Licensee, due to or caused by (a) Licensee's Equipment, or the location, construction, installation, operation, use, maintenance, replacement or existence of Licensee's Equipment on or about the Poles, or any other use of the Poles by Licensee, or (b) any act or omission of Licensee, its employees, agents, representatives, contractors or subcontractors, in each case whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto, and regardless of the cause and event though caused in whole or part by the negligent act, acts, omission or omissions of Licensor or of its officers, employees, agents, representatives, contractors or otherwise. Licensee expressly agrees that the indemnification and hold harmless obligations of this Section 8.2.3 are assumed by Licensee regardless of the nature of the Claim and Liability or the authority or person asserting such Claim and Liability.

8.3 Insurance. At all times during the term of this Agreement, Licensee covenants and agrees to provide and maintain insurance in at least the minimum amounts specified below with insurers rated at least "A-, VII" or better by A.M. Best's Guide, and authorized to do business in the state of California. Licensor reserves the right to make reasonable changes in the amounts and types of insurance coverage it requires of Licensee, based upon changes in the insurance industry or Licensor's or Licensee's business, changes in risk exposure to Licensor or Licensee (including without limitation as a result of claims made against Licensor for which Licensee is responsible or against which Licensee is required to indemnify, hold harmless or defend), history of claims against Licensee's insurance or of indemnity claims against Licensee, changes in Licensee's financial condition, any decisions, orders, rules, regulations or any other actions or proceedings of any regulatory authority having jurisdiction (including, without

limitation, the CPUC), or other reasonable factors as Licensor may reasonably deem appropriate. Licensee shall be given at least sixty (60) days notice of a change in insurance requirements.

8.3.1 Commercial General Liability Insurance. Licensee shall maintain coverage for bodily injury and property damage, including, without limitation, blanket contractual liability and products/completed operations, with no exclusion for explosion, collapse and underground property damage hazards. Such insurance shall provide severability of interests or a cross liability clause. In no event shall such insurance be written for limits less than Ten Million Dollars (\$10,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in the aggregate. Such limits may be satisfied under excess liability or umbrella liability insurance policies. All such excess liability or umbrella liability insurance policies shall be "following form" to the commercial general liability policy, and include coverage for Commercial Automobile Liability insurance in limits excess of the limits required in Section 8.3.3 below.

8.3.2 Workers Compensation Insurance/Employers Liability. Licensee shall maintain Workers' Compensation insurance as required by California law, including coverage for U.S. Longshoremen's and Harborworker's Act where applicable, and All States Endorsement and Employer's Liability Insurance in limits of One Million Dollars (\$1,000,000) each accident for bodily injury by accident, One Million Dollars (\$1,000,000) each employee for bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit for bodily injury by disease.

8.3.3 Automobile Insurance. Licensee shall maintain Commercial Automobile Liability insurance against claims for bodily injury and death or property damage covering all owned, non-owned and hired vehicles, with minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit.

8.3.4 Additional Provisions. Any insurance carried in accordance with this Section 8.3 with the exception of workers' compensation/employer's liability shall provide that:

(i) Licensor (including its parent and affiliates) is named as an additional insured with the understanding that any obligation imposed upon the insured (including, without limitation, the duty to pay premiums or to inform customers of insurance lapses) shall be the sole obligation of Licensee and not that of any other insured;

(ii) The interests of Licensor (and its parent and affiliates) as an additional insured shall not be invalidated by any action or inaction of Licensee or any other person and shall insure Licensor (and its parent and affiliates), regardless of any breach or violation by Licensee or any other person, other than Licensor, as the case may be of any warranties, declarations or conditions contained in such policies;(iii) Such insurance shall be primary without right of contribution of any other insurance or self insurance maintained by Licensor;

(iv) The policies will not be canceled or their limits of coverage reduced or restricted without giving Licensor at least thirty (30) days prior written notice, ten (10) days for cancellation due to non-payment of premium.

8.3.5 Evidence of Insurance. On or before the effective date of this Agreement and on each anniversary of such date, Licensee shall arrange for furnishing Licensor with certificates of insurance evidencing all required insurance. Such certification shall be executed by such insurer, or by an authorized representative of each insurer.

8.4 Surety and Payment Bonds. Upon Licensor's written request, Licensee shall, within fifteen (15) days, furnish Licensor with a bond to cover the faithful performance by Licensee of all the terms and provisions of this Agreement on its part to be performed, which shall be in the amount of at least \$50,000, or such other amount as Licensor may reasonably request. Upon Licensor's request, Licensee shall also provide a payment bond to secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended to connection with the construction and installation, operation and maintenance or existence of Licensee's Equipment pursuant to the terms of this Agreement. Any change in the terms covenants or conditions of this Agreement, with or without notice or consent of the surety or sureties, shall not release the surety on said bonds. Such bonds shall be issued by a surety company selected by the Licensee and satisfactory to Licensor; said surety company shall be one whose name is on file with the County Clerk of San Diego County as an approved and financially sound surety company authorized to transact business in this state. Said bonds shall meet all the requirements and contain all conditions required by the laws of the State of California. The bonds shall not be subject to termination or cancellation, except on 90 days prior written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect through the life of this Agreement.

8.5 Obligation to Indemnify Not Limited. Licensee's obligations to indemnify Licensor under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for Licensee under any statutory scheme, including without limitation, any Workers Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Licensee expressly agrees that all indemnification, release, defense and hold harmless obligations assumed by Licensee under this Agreement shall survive the expiration or earlier termination of this Agreement.

8.6 Defense of Claims. Upon receipt of written request from an Indemnitee, Licensee shall defend at its cost and expense any claim, suit, action or proceeding brought against Licensor, against which Licensee has an obligation to defend Licensor under this Agreement. Licensor shall, at its option and expense, have the right to participate in such defense, without relieving Licensee of any of its obligations hereunder.

ARTICLE 9 - DEFAULT

9.1 Default. The appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach or default of this Agreement, if any such appointment or action continues for a period of thirty (30) days or more. Any purported transfer or assignment of this Agreement or any Pole attachment under it by Licensee (whether voluntarily or involuntarily) without the prior written consent of Licensor shall be a default under this Agreement. Any breach of any other material term of this Agreement which is not cured within thirty (30) days of Licensor's written notice to Licensee of such breach shall be a default under this Agreement including, but not

limited to failure to, pay any Annual Fee or other amount when due, or making an unauthorized attachment.

9.2 Remedies. In the event of any default hereunder, Licensee shall be liable to Licensor for all remedies prescribed or permitted hereunder or as otherwise available at law or in equity, and Licensor may immediately revoke Licensee's right to use any Pole or terminate this Agreement and/or any and all Applications. In the event of such revocation or termination, Licensee shall have thirty (30) days to remove Licensee's Equipment from the applicable Poles. If Licensee fails to remove its Equipment within such thirty (30) day period, Licensor may, without further notice to Licensee, commence and prosecute to completion the removal of any and all of Licensee's Equipment and all costs incurred by Licensor in connection with such removal shall be recoverable by Licensor from Licensee. Removal shall be in addition to any other rights or remedies Licensor may have at law or equity. Licensor shall have no liability to Licensee for any damages Licensee may suffer directly or indirectly from any actions Licensor may take in exercising any of its remedies, including, but not limited to, those for loss of profits or claims by Licensee's customers, unless such damage is caused by the sole negligence or willful misconduct of Licensor.

ARTICLE 10 - MISCELLANEOUS

10.1 Assignments. Licensee shall not assign this Agreement, in whole or in part, voluntarily or involuntarily, to any other person or party without the written consent of Licensor first had and obtained. Licensee may enter into agreements with third parties regarding the use of Licensee's facilities provided that the third party does not have the right to physically alter any Pole or Licensee's Equipment.

10.2 Waiver; Severability. Any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or different condition or obligation. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

10.3 Notices. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective: (a) upon delivery by hand, (b) when sent by a nationally recognized overnight courier service, in which case notice shall be deemed delivered one (1) business day after deposit with the courier; or (c) by facsimile, if a copy of the notice is also sent by United States Mail, first class postage pre-paid, in which case notice shall be deemed delivered on transmittal by facsimile provided that a transmission report is generated reflecting the accurate transmission of the notices, in each case to the parties as follows:

Notice to Licensee:
Level 3 Communications, LLC
Attention: Sr. Manager, NIS
1025 Eldorado Boulevard

Broomfield, CO 80021

Notice to Licensor:

San Diego Gas & Electric Company
Attention Compliance Management (Joint Facilities)
8316 Century Park Court, CP51D
San Diego, CA 92123-1582
Facsimile: (858) 654-0321

10.4 Time Is of the Essence. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of this Agreement.

10.5 No Liens. Licensee shall keep Licensor's property, the property where the Poles are located and the Poles free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

10.6 Changes. This Agreement shall be subject to such changes or modifications as may be required by decisions or orders of the California Public Utilities Commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this Agreement shall so state. Except as stated in the previous sentence, this Agreement shall not be changed or altered other than by written agreement of the Parties.

10.7 Integration. This Agreement including all attachments incorporated by reference constitutes the complete expression of the Parties' agreement as to its subject matter and supersedes all prior or contemporaneous oral or written agreements.

10.8 Choice of Law/Venue. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed. The federal and state courts located in San Diego County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

10.9 Joint and Several Liability. If there is more than one entity comprising Licensee, the liability of each shall be joint and several.

10.10 No Partnership. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. All work performed by any one Party under this Agreement shall be performed as an independent contractor. Licensee shall not, and shall cause its subcontractors, suppliers and agents not to, make public use of any Licensor identification in any circumstances related to this Agreement or otherwise without Licensor's prior written consent. "Identification" means any corporate name, trade name, trademark, service

mark, insignia, symbol, logo or any other product, service or organization designation, or any specification or drawing owned by Licensor or its affiliates or any representation thereof.

10.11 Interpretation. Section headings shall not expand, alter or limit the meaning of the text of this Agreement and are inserted for convenience only.

10.12 Exhibits and Recitals. All exhibits and recitals are incorporated by reference.

10.13 Survival. Where the context or nature of the provisions of this Agreement refer to time periods subsequent any expiration or termination of this Agreement, the obligations of the respective Parties shall survive such expiration or termination of this Agreement or any Application.

10.14 Attorney's Fees. If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees.

10.15 Counterpart Execution. This Agreement may be executed by the parties hereto in any number of counterparts (and by each of the parties hereto on separate counterparts), each of which when so executed and delivered (which execution and delivery may be evidenced by facsimile or by other electronic means thereof) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By: 
Name: Michael Hale
Title: Director - Construction Services
8/16/10

LEVEL 3 COMMUNICATIONS, LLC

By: 
Name: Stephane Baker
Title: Sr. Manager



**EXHIBIT A
POLE ATTACHMENT APPLICATION**

APPLICATION FOR:

- POLE ATTACHMENT
- REMOVE ATTACHMENT
- ALTER EXISTING ATTACHMENT

INFORMATION

APPLICATION NUMBER _____
(Licensee)

DPSS NO. _____
(SDG&E)

REQUESTED BY (LICENSEE):

Company _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____

Company Code (ID Tag) _____

FACILITY USE:

CATV _____ Telephone _____

Telecom Other _____

TYPE OF ATTACHMENT: _____ DIA. _____ LBS. _____
TENSION

Fiber Optic Cable _____

Coaxial Cable _____

Twisted Pair Copper _____

Equipment _____ Over-lashing Yes No

Wireless Antenna _____

Wireless Pole-Top Antenna _____

Ancillary Equipment _____

POLE INFORMATION:

Distribution Poles

MAIL TO: San Diego Gas & Electric Company
Attn: Transmission & Distribution Asset
Management
8316 Century Park Court
Suite CP51D
San Diego, CA 92123-1582

**LICENSEE AGREES TO COMPLY WITH TERMS AND CONDITIONS OF THE ORIGINAL LICENSE AGREEMENT
AND THE FOLLOWING APPLICATION REQUIREMENTS:**

1. Limit the number of Poles applied for per application to 50 or less.
2. Billing will commence upon Licensor's date of Application approval. See "Permission for Pole Attachment" below.
3. Written notification of Pole attachment cancellations will be accepted up to 60 days from the Licensor's date of Application approval. After 60 days, an Application to Remove Attachment must be submitted for any cancellations.
4. There will be no reimbursement for Pole attachments cancelled beyond 60 days from the Licensor's date of Application approval.
5. Construction must start within 90 days if no specific date is assigned in writing with returned approved Application.
6. Feasibility review fees and engineering review fees where applicable are due and payable before final attachment approvals.
7. **Do not attach to Power Anchor.**

In accordance with the terms of the License Agreement dated _____, 20____, covering the use of your Poles located within the County of _____, State of California, we hereby request permission to attach, remove or alter certain equipment on certain Poles, all as more particularly described and delineated on the Pole list on the reverse side of this form and the attached layout map. This Application is for _____ poles. When approved by you, the Licensee's Equipment covered by this Application shall be a separate license incorporating by reference all of the terms and conditions of the License Agreement, including the terms below in the Permission for Pole Attachment section.

*Licensee in all cases will be responsible for making its own arrangement with other pole users for performance and billing of make ready work. Permission to attach may be withheld or delayed for failure to complete make ready work.

DATED _____, 20____

LICENSEE SIGNATURE _____
TITLE _____

APPLICATION ROUTING FOR ATTACHMENT REVIEW:

Application forwarded to: _____ Date: _____ SDG&E Re-Arrangement Work Required:
 YES (See Reverse) No

Assigned to: _____ Date: _____

Attachment Review Approval: _____ Date: _____

Routing completed by: _____ (Forward to Transmission & Distribution Asset Management, CP-51D for final application approval)

PERMISSION FOR POLE ATTACHMENT

Permission is hereby granted to Licensee to attach the Licensee's Equipment listed on this Application to Poles identified by this Application. As provided by the License Agreement, Licensee agrees to obtain all required franchises, permits or rights-of-way from the local governmental entity and real property owner and agrees to construct in compliance with G.O. 95 and all applicable General Order, national codes, and laws. Construction must be started within 90 days of final Application approval date. Application attachment approval may be revoked if construction is not complete within 6 months of final Application approval. Any questions you may have concerning Application approval should be directed to phone number _____.

Verification of Completion: _____

Completed by: _____

YES NO _____ Date: _____

DATE _____, 20____
Final Approval Date

SIGNATURE _____
Transmission & Distribution Asset Management/Joint Utilities

POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction/Engineering Contact: _____
 Phone No.: _____
 Includes: Work Ready Form, Drawing

Application No. _____
 DPSS No. _____
 Thomas Brothers _____
 DFIS Map# _____

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
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| 22 | | | |
| 23 | | | |
| 24 | | | |
| 25 | | | |

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 26 | | | |
| 27 | | | |
| 28 | | | |
| 29 | | | |
| 30 | | | |
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| 50 | | | |

EXHIBIT B

CONSTRUCTION STANDARDS

(See following attached pages or to be provided separately to Licensee)

FIRST AMENDMENT TO AGREEMENT

POLE ATTACHMENT – COMMUNICATION ANTENNA

NEW CINGULAR WIRELESS PCS

DISTRIBUTION POLES

10/1/07



Telecommunications Project Management

October 18, 2007

Sent Via Federal Express

Mr. Carlos Castro
San Diego Gas & Electric Company
8316 Century Park Court
Mail Location CP51D
San Diego, California 92123-1582

Re: Pole Attachment Agreement-First Amendment

Dear Carlos,

Enclosed are four (4) sets of the Cingular executed First Amendment to License Agreement (Pole Attachment) Upon full execution by SDG&E, please return two sets to my attention at:

PlanCom, Inc.
302 State Place
Escondido, California 92029

Thank you for all your cooperation in bringing this to conclusion. Please call me at 619-200-2260 should you have any questions or require additional information. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Rodney Philhower".

Rodney Philhower, *agent*
for Cingular Wireless

Caroline Winn

Howard Levin

License Agreement – New Cingular Wireless PCS

Attached are two copies of the First Amendment to the License Agreement (Pole Attachment – Communication Antenna) for your approval and signature. This agreement is an amendment to SDG&E's standard Pole Attachment contract. Legal has reviewed them and signed the "Contract Approval Sign-Off Sheet." Once both contracts have been signed, please return them to Carlos Castro for final processing.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Levin".

Howard Levin

Manager, Transmission & Distribution Technical Assessment

CONTRACT APPROVAL PROCESS

- Purpose - To provide a standard review process for review and approval of “umbrella” type contracts that require corporate officer review and signature.
- Intent - This process covers approval of the following types of contracts:
- The general Joint Pole Use agreement
 - The general Joint trench agreement
 - The general ROW use agreement
 - The general CATV Joint Transmission Pole Use agreement
- Process - Using the standard contract as the starting point, the Compliance Management Group shall negotiate the contract and obtain Legal approval on the contracts prior to forwarding to the Transmission & Distribution Asset Manager. With these approvals the contracts will be forwarded to the Transmission and Distribution Asset Director for signature approval. Attachment “A” is the “approval” cover sheet to be used in processing all contract signature approvals. Attachment “B” is a sample cover letter to use in asking for management approval.

CONTRACT APPROVAL SIGN-OFF SHEET

The attached contract is recommended for approval by:

COMPLIANCE MANAGEMENT


Date 11/29/07

Comments: Master Pole Attachment Agreement (First Amendment – New Cingular Wireless PCS)

LEGAL


Date 12/3/07

Comments:

TRANSMISSION & DISTRIBUTION TECHNICAL ASSESSMENT


Date 2/11/08

Comments:

TRANSMISSION & DISTRIBUTION ASSET MANAGEMENT


Date 3/17/08

Comments:

FIRST AMENDMENT
TO
LICENSE AGREEMENT
(POLE ATTACHMENT-COMMUNICATION ANTENNA)

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (this "**Amendment**") is entered into effective as of October 1, 2007 the "**Effective Date**"), by and between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation ("**Licensor**"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("**Licensee**"), with reference to the following recitals.

RECITALS

WHEREAS, AT&T Wireless PCS, LLC, a Delaware limited liability company is now known as New Cingular Wireless PCS, LLC, a Delaware limited liability company; and

WHEREAS, Licensor entered into that certain License Agreement effectively dated February 20, 2003 ("**Agreement**") whereby Licensor licensed to Licensee the right to use certain of Licensor's electrical distribution poles and stubs for the attachment of communication antennas. All capitalized terms used herein, but not defined or amended herein, shall have their meanings ascribed thereto in the Agreement.

WHEREAS, Licensor and Licensee now desire to amend the Agreement to change the rates of administrative and attachment fees payable to Licensor under the Agreement and to revised the notice address for Licensee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree to as follows:

AGREEMENT

1. Fees. The License Fee and Attachment Fee is hereby amended as follows:

(a) Effective on the Effective Date, the annual License Fee payable under Section 5.1 of the Agreement shall be (i) Five Hundred Dollars (\$500.00) for the first 500 poles licensed to Licensee under the Agreement, and (ii) an additional One Hundred Dollars (\$100.00) for each additional 100 poles licensed to Licensee under the Agreement.

(b) Commencing on January 1, 2008, the annual Attachment Fee payable under Section 5.2 of the Agreement shall be an amount equal to Forty-Two and 40/100 Dollars (\$42.40) multiplied by the number of lineal feet of pole space taken up by the cross member supporting the antennas. For example, if the cross member occupies two lineal (2) feet of pole space, the Attachment Fee for that pole would be Eighty-four and 80/100 Dollars (\$84.80).

2. Further Assurances. The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Amendment.

3. **Notices.** The Notice Section 24.7 of the Agreement is revised to delete Licensee's address entirely and replace with the following:

Notices to Licensee shall be addressed as follows:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: License Agreement with San Diego Gas & Electric Co.
6100 Atlantic Boulevard
Norcross, GA 30071

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
RE: License Agreement with San Diego Gas & Electric Co.
5601 Legacy Drive, Bldg. A
Plano, TX 75024

4. **Amendment.** In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern. All other terms, provisions and conditions of the Agreement shall continue in full force and effect, except to the extent amended, modified or supplemented by the terms, provisions and conditions of this Amendment.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute a single instrument the facsimile signatures of the parties shall be deemed to constitute original signatures, and facsimile copies hereof shall be deemed to constitute duplicate original counterparts.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their respective authorized representative(s) as of the Effective Date set forth above.

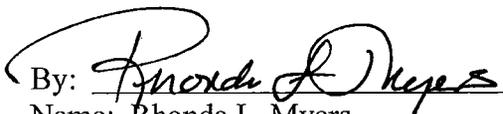
LICENSOR:

SAN DIEGO GAS & ELECTRIC COMPANY,
a California corporation

By: 
Name: Caroline Winn
Title: Director, Trans. & Dist. Asset Mgmt.
Date: 3/21/08

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: 
Name: Rhonda L. Myers
Title: Manager, Real Estate and Construction
Date: 10/11/07

FIRST AMENDMENT
TO
LICENSE AGREEMENT
(POLE ATTACHMENT-COMMUNICATION ANTENNA)

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (this "**Amendment**") is entered into effective as of October 1, 2007 the "**Effective Date**"), by and between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation ("**Licensor**"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("**Licensee**"), with reference to the following recitals.

RECITALS

WHEREAS, AT&T Wireless PCS, LLC, a Delaware limited liability company is now known as New Cingular Wireless PCS, LLC, a Delaware limited liability company; and

WHEREAS, Licensor entered into that certain License Agreement effectively dated February 20, 2003 ("**Agreement**") whereby Licensor licensed to Licensee the right to use certain of Licensor's electrical distribution poles and stubs for the attachment of communication antennas. All capitalized terms used herein, but not defined or amended herein, shall have their meanings ascribed thereto in the Agreement.

WHEREAS, Licensor and Licensee now desire to amend the Agreement to change the rates of administrative and attachment fees payable to Licensor under the Agreement and to revised the notice address for Licensee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree to as follows:

AGREEMENT

1. **Fees.** The License Fee and Attachment Fee is hereby amended as follows:

(a) Effective on the Effective Date, the annual License Fee payable under Section 5.1 of the Agreement shall be (i) Five Hundred Dollars (\$500.00) for the first 500 poles licensed to Licensee under the Agreement, and (ii) an additional One Hundred Dollars (\$100.00) for each additional 100 poles licensed to Licensee under the Agreement.

(b) Commencing on January 1, 2008, the annual Attachment Fee payable under Section 5.2 of the Agreement shall be an amount equal to Forty-Two and 40/100 Dollars (\$42.40) multiplied by the number of lineal feet of pole space taken up by the cross member supporting the antennas. For example, if the cross member occupies two lineal (2) feet of pole space, the Attachment Fee for that pole would be Eighty-four and 80/100 Dollars (\$84.80).

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Notices to Licensee shall be addressed as follows:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: License Agreement with San Diego Gas & Electric Co.
6100 Atlantic Boulevard
Norcross, GA 30071

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
RE: License Agreement with San Diego Gas & Electric Co.
5601 Legacy Drive, Bldg. A
Plano, TX 75024

4. **Amendment.** In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern. All other terms, provisions and conditions of the Agreement shall continue in full force and effect, except to the extent amended, modified or supplemented by the terms, provisions and conditions of this Amendment.

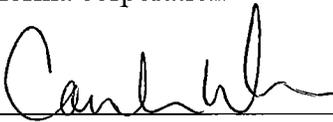
5. **Counterparts.** This Amendment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute a single instrument the facsimile signatures of the parties shall be deemed to constitute original signatures, and facsimile copies hereof shall be deemed to constitute duplicate original counterparts.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their respective authorized representative(s) as of the Effective Date set forth above.

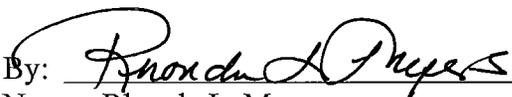
LICENSOR:

SAN DIEGO GAS & ELECTRIC COMPANY,
a California corporation

By: 
Name: Caroline Winn
Title: Director, Trans. & Dist. Asset Mgmt.
Date: 3/17/08

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: 
Name: Rhonda L. Myers
Title: Manager, Real Estate and Construction
Date: 10/16/07

POLE ATTACHMENT AGREEMENT

COMMUNICATION ANTENNA

AT&T WIRELESS PCS

2/20/03

Dave Geier

March 28, 2003

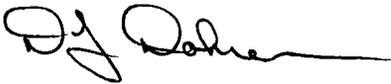
Dave Dohren

Standard Pole Attachment Agreement (Wireless Attachment)

Attached are copies of the Standard Pole Attachment License Agreement for approval by Mr. Geier. Legal has reviewed the Agreement and signed the "Contract Approval Sign-off Sheet".

When contracts are approved and signed on all copies of the contract, please return them to Carlos Castro, CP51D for final processing.

Sincerely,

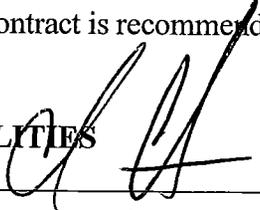
A handwritten signature in black ink, appearing to read "D. Dohren", with a long horizontal flourish extending to the right.

David Dohren
Electric Distribution Asset Mgmt Mgr

CONTRACT APPROVAL SIGN-OFF SHEET

The attached contract is recommended for approval by:

JOINT FACILITIES



Date 3/4/03

comments:
Standard Pole Attachment Agreement (Wireless).

LEGAL

APPROVED AS TO FORM



Date 3.4.03

comments:

DISTRIBUTION ASSET MANAGEMENT



Date 3/31/03

comments:

ELECTRIC DISTRIBUTION SERVICES

Date _____

comments:

LICENSE AGREEMENT

(Pole Attachment - Communication Antenna)

THIS LICENSE AGREEMENT (the "Agreement") is made this 20th day of February, 2003 ("Effective Date") between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (hereinafter referred to as "Licensor") and AT&T Wireless PCS, LLC, a Delaware limited liability company d/b/a AT&T Wireless (hereinafter referred to as "Licensee").

WHEREAS, Licensor is a utility company and has installed distribution poles and stubs (12kV or less) within its service territory for the distribution of electricity (hereinafter referred to as "pole"); and

WHEREAS, Licensee is a telecommunications company that desires to attach its communication antennas, together with their appurtenances, to Licensor's poles; and

WHEREAS, Licensee shall have first obtained a CPCN from the FCC or the CPUC prior to attaching anything to any pole under the terms of this Agreement.

NOW, THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 Scope of Agreement.

1.1 Use of Licensor's Poles. Licensee may attach only those antennas, cables and wires, together with associated messenger cables, guy wires, anchors, mounting brackets, electric conduit and other appurtenances (hereinafter collectively referred to as the "Equipment") that Licensor gives Licensee prior written permission to attach to its poles pursuant to this Agreement. The Equipment shall be: (i) used only for reception of radio frequency signals using Licensee's wireless communications network; and (ii) located only on that portion of Licensor's pole expressly agreed to by Licensor and not on any other part of a pole used for electrical distribution.

1.2 Ancillary Access. Licensor hereby grants to Licensee a license to use its access rights, if any, for ingress and egress to and from each of the poles covered by this Agreement but only to the extent permissible under the applicable documents.

2.0 Term of Agreement. The term of this Agreement shall be twenty (20) years commencing on the Effective Date (hereinafter

"Term"). However, this Agreement may be terminated earlier by (i) either party if the other party fails to perform an obligation(s) under the terms of this Agreement in which case this Agreement shall terminate ninety (90) days after receipt of written notice from the non-defaulting party; or (ii) for any reason by Licensee in which case this Agreement shall terminate one (1) year after Licensor's receipt of written notice from Licensee.

Termination of this Agreement shall not release either party from any liability or obligation under the terms of this Agreement that accrued prior to its termination.

3.0 Pole Attachment Application. When Licensee desires to place Equipment upon any pole(s), Licensee shall submit a written application to Licensor in substantially the same form as Exhibit A, attached hereto and incorporated herein (the "Application"). The Application form may be changed by Licensor from time to time. If Licensor consents to Licensee attaching Equipment to a particular pole, then Licensor shall deliver one (1) copy of the approved Application signed by Licensor's Joint Facility Administrator or other authorized employee to Licensee (the "Approved Application"). Licensor shall notify Licensee of Licensor's consent or denial of Licensee's Application within twenty (40) days of Licensee's submission of said Application to Licensor.

4.0 Installation and Inspection.

4.1 Licensor's Inspections. Upon receipt of an Approved Application and payment of the sums required in Section 5.0 of this Agreement, Licensee may install, replace, maintain and use that Equipment described in the Approved Application on the pole described in the Approved Application; provided, however, that before installing the Equipment, Licensee shall notify Licensor's Construction Department by telephoning 858._____ of the day and time Licensee intends to install the Equipment so that Licensor may, at its option and at the expense of Licensee, be present when the installation is performed. Licensee shall provide Licensor with no less than five (5) business days prior notice of its intent to install Equipment pursuant to an Approved Application. Alternatively, Licensor may elect to inspect the Equipment and pole after the Equipment has been installed in lieu of attending the construction. Licensor will perform construction inspections or final inspections, whichever the case may be, at Licensee's sole cost and expense.

After the initial inspection, Licensor may inspect each installation of Equipment and inspect the Equipment as often as

conditions may warrant in Licensor's sole and absolute discretion. Such inspection shall not relieve Licensee of its responsibility and obligation to maintain the Equipment in a good and workmanlike manner.

4.2 Additional Equipment. Licensee shall not place any other equipment upon any pole owned by Licensor or materially change the position of any Equipment attached to a pole without Licensor's prior written consent. Requests to place additional equipment on a pole previously approved by Licensor for attachment shall require a separate Application prepared in accordance with the terms of this Agreement.

5.0 Fees.

5.1 License Fee. Licensee shall pay an annual administration fee equal to Four Hundred Dollars (\$400.00) (hereinafter referred to as the "License Fee"). The License Fee shall be due upon execution of this Agreement and then annually thereafter on its anniversary date.

5.2 Attachment Fee. There shall be a annual attachment fee in an amount equal to Forty Dollars (\$40.00) for each pole utilized by Licensee under the terms of this Agreement ("Attachment Fee"). The Attachment Fee may be increased annually, in Licensor's sole discretion, in an amount equal to six percent (6%). Equipment installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Attachment Fee shall be paid at the time Licensee receives its Approved Application.

5.3 Additional Attachments. If Licensee desires to attach additional equipment pursuant to Section 4.2 above, Licensee shall pay an amount equal to Twenty-five Dollars (\$25.00) for processing the additional Application.

5.4 Payments Due. All amounts payable by Licensee under the terms of this Agreement shall be due and payable within thirty (30) calendar days after Licensee's receipt of an invoice from Licensor. Licensee's failure to pay any sum when due shall constitute a default under the terms of this Agreement.

6.0 Evidence of Attachment Authorization. Licensee shall retain a copy of all Approved Applications and Licensee shall provide proof of an Approved Application for any pole containing Equipment when requested by Licensor. Licensee shall provide proof of an Approved Application within ten (10) business days of a written request from Licensor. If Licensee cannot provide proof of an Approved Application with respect to a particular

pole, Licensee shall pay to Licensor a one-time fee of Five Hundred Dollars (\$500.00) for the unapproved pole attachment and Licensee shall submit an application to Licensor in accordance with the terms of this Agreement.

7.0 Rearrangement of Equipment/Replacement of Pole.

7.1 Rearrangement to Accommodate Equipment. If, in the sole judgment of Licensor, the Equipment requires rearranging existing facilities on a pole or the replacement of a pole to provide adequate pole space for the Equipment, Licensor shall notify Licensee. Licensee may request that Licensor design a "work around" to accommodate the Equipment in which case Licensee shall pay Licensor an engineering fee equal to Two Hundred and Fifty Dollars (\$250.00) ("Engineering Fee") for each affected pole.

Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction. If Licensee elects to proceed with Licensor's proposed design to accommodate the Equipment, Licensee shall pay the actual cost incurred by Licensor for the facility rearrangements and/or the pole replacement. If Licensee elects to proceed with Licensor's proposed design, Licensee shall receive a credit towards the actual cost of the facility rearrangement or the pole replacement (whichever the case may be) in an amount equal to the Engineering Fee. If Licensee elects not to proceed with the facility relocation or the pole replacement, Licensor shall retain the Engineering Fee.

7.2 Rearrangement to Accommodate Licensor. If, in Licensor's sole judgment, the Equipment on any pole interferes with or prevents Licensor from placing or replacing Licensor's own facilities, Licensor shall notify Licensee in writing of the need for Licensee to rearrange its Equipment or the need to replace the pole in order to accommodate the Equipment and Licensor's facilities. Licensor's notice shall include: (i) request for Licensee to rearrange, remove or relocate its Equipment; or (ii) an estimate of the cost of changing out the pole or rearranging Licensor's facilities.

Licensee shall rearrange, remove or relocate its Equipment within the next ninety (90) days following its receipt of Licensor's notice or pay the actual cost for Licensor to change out the pole(s) or rearrange Licensor's facilities or remove the Equipment as solely determined by Licensor. If Licensee does not desire to maintain its Equipment on the pole, then Licensee shall remove its Equipment within ninety (90) days of its receipt of Licensor's notice. If Licensee fails to remove its Equipment within the ninety (90) days, Licensor may remove the Equipment at

Licensee's sole risk and expense. If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's facilities or changing out the pole, Licensee shall be entitled to re-install its Equipment on another pole in accordance with the procedures set forth herein, except that the License Fee and the Attachment Fee set forth in Section 5.0 shall be waived by Licensor to the extent they were paid for the existing Equipment.

8.0 Installation of Equipment.

8.1 Installation. Licensee may install its Equipment on the pole specified in an Approved Application using licensed contractors and in accordance with Licensor's "Structural Licensing Process" and Licensor's "Construction Standards" which may be changed from time to time in Licensor's sole and absolute discretion. Licensee shall install and maintain its Equipment in a good and safe workmanlike condition and in a manner satisfactory to Licensor so as not to conflict or interfere with the use of the pole by Licensor or other users of the pole. Licensee shall install and maintain the Equipment in accordance with all applicable laws, regulations and ordinances including, without limitation, General Order No. 95 as promulgated by the California Public Utilities Commission ("CPUC").

8.2 Safe Installation Procedures. Licensee shall require its employees and contractors working on or about any poles to inspect the poles as well as all crossarms and wires, and to ascertain that the same are safe to work with or upon before climbing the poles, attachments, crossarms or wires, and shall also charge such employees and contractors with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees and agents work to ascertain that the same are in a safe condition and repair.

8.3 Time of Installation. Licensee shall complete the installation of its Equipment within the time limit(s) stated on the Approved Application but in no event more than thirty (30) days from its receipt of the Approved Application. If Licensee fails to install its Equipment within the prescribed time limit set forth in the Approved Application or thirty (30) days, whichever the case may be, the permission granted in the Approved Application shall be deemed revoked by Licensor. If the Approved Application is revoked, Licensee shall not place any Equipment upon the pole without first resubmitting an Application and receiving an Approved Application. If permission to install Equipment is revoked, Licensor shall refund to Licensee the

Attachment Fee less an application-processing fee of Twenty Dollars (\$20.00).

9.0 New Pole Exclusion Zones. In order to keep the number of poles to a minimum, Licensee shall not erect one of its poles within three hundred feet (300') of any Licensor-owned pole. Licensee further agrees not to erect any pole where no other pole exists until Licensee notifies Licensor of its need for a pole and Licensor elects not to erect, at Licensor's sole cost and expense, a new pole at that location.

10.0 Retention of Pole Ownership Rights. Nothing in this Agreement shall impose any obligation upon Licensor to grant permission to use any of its poles and nothing herein shall restrict Licensee from negotiating with other pole owners for use of their poles.

11.0 No Obligation to Maintain in Existence. Nothing in this Agreement shall obligate Licensor to keep and maintain its poles for a period of time longer than the poles are convenient or necessary for Licensor's business.

12.0 Physical Supports.

12.1 Guys or Anchors. When necessary and as required by Licensor in the Approved Application, Licensee shall install guys or anchors, or both, to hold the strains of the Equipment.

12.2 Joint Anchor Use. When, in the opinion of Licensor, conditions require joint use of an anchor, Licensor shall construct and maintain a mutually acceptable anchor. If an existing anchor must be replaced by a joint use anchor, Licensee shall pay Licensor the actual cost of the anchor change out.

12.3 Strain Defined. The term "strain" shall mean the failure of a pole to maintain a static equilibrium.

13.0 Right to Maintain and Operate Existing Facilities. Licensor reserves to itself and to each existing owner of facilities upon the pole the right to maintain the pole and to operate their respective facilities in such manner to fulfill their own service requirements. Neither Licensor nor any other existing owner of facilities on a pole shall be liable to Licensee for any interruption(s) to Licensee's service or for any interference with the operation of the Equipment arising in any manner from their use of the pole and the attached facilities. Licensor agrees to notify Licensee in writing, prior to Licensor scheduling any work within fifty feet (50') of the Equipment.

14.0 Security Precautions. In interest of safety and security, Licensee agrees to:

(i) Provide identification badges for each employee, agent and/or contractor who will work on or about poles (hereinafter described as an "Authorized Employee"); and

(ii) Cause each Authorized Employee, to observe and to comply with all of Licensor's security rules and procedures which Licensor shall provide to Licensee in writing.

15.0 Injury, Damage, and Indemnification.

15.1 Liability for Injury or Damage. Licensee shall be solely responsible and liable for all injury, death, disease or damage to persons (including, but not limited to, members of the general public, or any Authorized Employee, and for damage or destruction of real or personal property to the extent that such injury or damage was caused by Licensee's negligence or intentional acts. All users of Licensor poles are expected to exercise reasonable care with respect to other pole users facilities.

15.2 Indemnification. Licensee agrees to indemnify and hold Licensor, its officers, employees, agents, affiliates or Licensees harmless from and against any and all demands, claims, suits, costs of defense, attorneys' fees (both in-house and outside counsel), witness fees, including expert witness fees, liability, loss, costs, obligations or other expenses for damage to property or for injury, disease to or death of any persons in any manner arising directly from (a) Licensee's use, presence on or occupation of Licensor's pole(s); (b) any act or omission of Licensee, its employees, agents or those of its contractors, subcontractors or independent contractors. The foregoing indemnification shall not extend to damage, death or injury arising out of the sole negligent or intentional acts of Licensor.

15.3 Defense of Claims. Upon receipt of written request, the Licensee shall, pursuant to this indemnification Section, defend at its expense any claims, suit, or action brought against SDG&E, against which Licensee has an obligation to defend SDG&E under Section 15.2 above. SDG&E shall, at its option and expense, have the right to participate in such defense, without relieving the other party of any of its obligations hereunder. In any claim, suit, or action in which Licensee has agreed, in writing, that Licensee is obligated to indemnify SDG&E, SDG&E will not settle the claim, suit or action without prior written consent of Licensee (such consent not to be unreasonably withheld).

16.0 Necessary Authorizations and Title.

16.1 Easements and Permissions. Unless otherwise agreed to in writing, Licensee shall be solely responsible for obtaining any necessary easements, rights-of-way privileges, approvals or permission from the owner of the real property upon which poles exist for the installation and maintenance of its cable, anchors and all other attachments.

16.2 Limitations to Licensor Property. Nothing in this Agreement shall be construed to confer any permit, license, or grant to use the property of any persons other than the written revocable license to use LICENSOR poles, provided that this Agreement and the licenses conferred hereunder shall not be revoked except pursuant to the terms of Section 21.0 below ("Default of Licensee") or terminated by the terms of Section 2.0 above ("Term of Agreement").

16.3 Legal Prohibition of Use. Upon receipt of written notice from Licensor to Licensee that the use by Licensee of any pole or poles of Licensor is forbidden by federal, state or municipal authorities, permission to attach to such pole or poles shall immediately terminate and Licensee shall immediately remove its Equipment. If Licensee desires to appeal the prohibition from the appropriate authority, Licensee shall notify Licensor and the prohibiting authority within 10 days of receipt of Licensor's written notice. Licensee shall obtain approval from the prohibiting authority to maintain its Equipment until the appeal process is completed.

16.4 Licensee's Equipment Operation Authorizations. Licensee shall provide Licensor with a copy of any and all required state or municipal permits authorizing Licensee's operation of its system.

16.5 Relocation Cost Reimbursement. Licensee agrees to pay Licensor any and all costs and/or expenses (including court costs and reasonable attorney fees) that are incurred by Licensor in relocating any Licensor pole from any existing easement, if such pole relocation costs would not have been incurred by Licensor except for the presence of Licensee's Equipment.

16.6 No Grant of Ownership. No use of any pole under this Agreement shall create any ownership, interest or property right in favor of Licensee.

17.0 Licensee's Option to Remove Equipment. Licensee may, at any time, remove all or part of its Equipment from any pole; provided, however, Licensee shall immediately give Licensor

written notice of the removal. Removal of Equipment from any pole shall constitute a termination of Licensee's right to use equipment on that pole. The termination of an individual Approved Application shall have no effect on the effectiveness of this Agreement.

18.0 Contractual Relationship Only. Nothing in this Agreement shall create any special relationship between Licensor and Licensee, such as an agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to the words and marks "SDG&E", "SAN DIEGO GAS & ELECTRIC", or any other words and marks owned by or used by Licensor in identifying itself or by others in referring to it.

19.0 Damage to Facilities; Interference.

19.1 Licensee's Damage to Facilities. Licensee shall use its best efforts to avoid causing damage to Licensor's pole and the facilities of Licensor and third parties using the pole. Licensee shall be responsible for any and all loss from damage to the pole and/or facilities caused by Licensee. Licensee shall immediately notify Licensor of the occurrence of any damage and shall, upon demand, reimburse the owner for all reasonable costs incurred in repairing any damage.

19.2 Licensor's Damage to Facilities/Equipment. Licensor shall use commercially reasonable efforts to avoid damaging and/or causing interference with the Equipment and shall immediately notify Licensee of the occurrence of any such damage and/or interference caused by its employees, agents or contractors.

20.0 Insurance. Insurance requirements set forth below do not limit the amount or scope of liability of Licensee under this Agreement. All insurance required of Licensee under this Agreement shall meet the following minimum requirements:

On or before the effective date of this Agreement, and thereafter during its Term, Licensee shall provide Licensor with certificates of insurance as evidence of all insurance policies required under this Section. No insurance policy may be canceled, materially revised, or not renewed without at least thirty (30) days prior written notice to Licensor. Insurance must be maintained without lapse in coverage during the Term.

The required policies shall provide that the coverage is primary for all purposes and Licensee will not seek any contribution from any insurance or self-insurance maintained by Licensor.

All required policies of insurance must be written by companies having an A. M. Best rating of "A-VII" or better, or equivalent.

Licensee shall be solely responsible for any deductible or self-insured retention on insurance required hereunder.

(a) Worker's Compensation Insurance in accordance with statutory requirements and limits, including U.S. Longshoremen & Harbor Worker's Compensation Act coverage, where applicable; and

(b) Commercial General Liability Insurance, including contractual liability assumed by Licensee under this Agreement, with limits of not less than \$2,500,000 for bodily injury and property damage combined or such other reasonable level as Licensor may from time to time require upon giving notice to Licensee.

(c) Automobile Liability Insurance with limits of not less than \$1,000,000.

The insurance described in (b) above shall name Licensor as an additional insured, shall contain a severability of interest or cross liability clause, and shall be primary for all purposes.

Certificates of insurance evidencing the coverage's in (a) and (b) above shall be filed with and approved by Licensor prior to the installation of any Equipment and upon policy renewal thereafter.

Licensee agrees that no work done for it by an independent contractor shall be done by any person, firm, or corporation, without requiring insurance from said independent contractor as required of Licensee in this Section and that Licensor shall be included in the various insurance policies required therein as an additional insured as specified in that Section.

21.0 Default of Licensee. If Licensee defaults in any of its obligations under this Agreement and fails to cure or remedy any default within thirty (30) days following receipt of written notice from Licensor of such default, Licensor may revoke this Agreement or terminate any and all Approved Applications and Licensee shall, at Licensor's option, either cure any default or remove its Equipment from the poles to which the terminated Approved Application applies within ninety (90) days from receipt of written notice. The obligations of Licensee hereunder shall survive the termination of this Agreement; however, upon failure of Licensee to remove its Equipment within said ninety (90) days, Licensor may remove the Equipment and all costs associated with

Licensors removal shall be paid by Licensee, together with any reasonable storage costs.

22.0 Default of Equipment Removal Obligation. In addition to any other rights of Licensor hereunder or at law or in equity, if Licensee fails to remove its Equipment from any pole within the time allowed for such removal or if Licensee fails to perform any work which it is obligated to do under this Agreement, Licensor may elect to remove and store Licensee's Equipment (if Licensee was provided written notice and a reasonable amount of time to remove its Equipment), or do such work, at Licensee's sole risk with respect to Licensee's Equipment breakage upon removal, and Licensee, on demand, will reimburse Licensor for all expenses incurred by Licensor.

23.0 No Waiver Of CPUC Rights. The parties agree that, by entering into this Agreement, the parties are not waiving any rights that exist or may arise in conjunction with CPUC rulings, regulations, orders, or related legislative or legal adjudications that pertain to the use of distribution poles in California.

24.0 MISCELLANEOUS TERMS AND CONDITIONS.

24.1 Laws of the State of California. This Agreement shall be governed and construed by and in accordance with the laws of the State of California without reference to its conflicts of law principles.

24.2 No Waiver; Severability. The failure of Licensor or Licensee to enforce any provision of this Agreement or the waiver thereof in any instance including, but not limited to, the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

24.3 Nonexclusive Attachment Rights. Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by Licensor to others not parties to this Agreement to use any poles covered by this Agreement; and Licensor shall have the right to confer, continue or extend such rights or privileges, provided that such additional conferrals or extensions do not materially diminish Licensee's beneficial enjoyment, for its then existing Equipment only, of this Agreement.

24.4 Transfer and Assignment. Licensee may assign, sell or transfer its interest under this Agreement without the approval or consent of Licensor to Licensee's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business reorganization; provided that Licensee gives written notice to Licensor of any such assignment, sale, merger or transfer pursuant to Section 24.7 below. Excepting the foregoing only, Licensee may not assign its rights under this Agreement without the prior written consent of Licensor. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

24.5 Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on Licensor poles and if such tax is assessed upon Licensor, Licensee, on demand, will reimburse Licensor in the amount of the tax paid by Licensor.

24.6 Revocation of Agreement under G.O. 69-C. In addition to and separate from any other provision of this Agreement, providing for revocation or termination by Licensor, the provisions of this Agreement are conditional upon the right of Licensor to revoke this Agreement whenever in the interest of its service to its patrons or consumers in the conduct of its regulated electrical or gas utility business, it shall appear necessary or desirable to do so, as provided by General Order No. 69-C promulgated by the CPUC. A copy of General Order 69-C is attached hereto and incorporated herein.

24.7 Notices. All notices to be given under this Agreement shall be in writing and either:

- sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier; or
- by telecopy or similar means, if a copy of the notice is also sent by United States Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices, as follows:

Notices to Licensee shall be addressed as follows:

AT&T Wireless
Attention: Lease Management
2729 Prospect Park Drive
Rancho Cordova, California 95670
Fax:

With a copy to:
AT&T Wireless
Attn: Daniel E. Smith, Corporate Counsel, Legal Department
12900 Park Plaza Drive
Cerritos, California 90703-8573
Fax:

Notices to Licensor shall be addressed as follows:
San Diego Gas & Electric Company
Attention: Electric Distribution Management Manager
8316 Century Park Court - CP51
San Diego, California 92123
Fax: 858.654.0321

24.8 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by both parties. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent.

24.9 Headings. The caption and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

24.10 Corporate Authority. Each of the individuals signing this Agreement for their respective company ("Company Representatives") represents and warrants that, with respect to the company for which he or she is executing this Agreement: a) he or she has the full power and authority, and the legal right, to execute this Agreement on behalf their respective company referenced in this Agreement; b) the company is executing this Agreement has taken all actions necessary to enter into and be bound by this Agreement; c) the company has the full power, authority, and the legal right to execute, deliver, perform, and

observe its obligations hereunder; d) the company has taken all necessary actions to authorize the individual signing on the company's behalf to do so; e) the company will not cause a breach or violation of any other agreement, law or court order by entering into this Agreement; and f) the company is a duly organized and valid entity in good standing authorized to conduct business in the State of California.

24.11 Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees (both in-house and outside attorney fees), costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the Party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A party not entitled to recover its costs shall not recover its attorneys' fees.

IN WITNESS WHEREOF, the parties have read this Agreement, understand it and agree to be bound by its terms as of the date first written above.

Licensor:

SAN DIEGO GAS & ELECTRIC
COMPANY
a California corporation

By: _____

Title: _____

Date: _____

[Signature]
Director, Electric Distribution Services
4/3/03

Licensee:

AT&T Wireless PCS, LLC, a
Delaware limited liability
company, d/b/a AT&T Wireless
by AT&T Wireless Services, Inc.,
a Delaware corporation,
its Member

By: _____

Title: _____

Date: _____

[Signature]
Project Mgr, Implementation CA/HI
2/20/03

NAME CHANGE LETTER

**NEWPATH NETWORKS, LLC TO CROWN CASTLE SOLUTIONS
CORP.**

9/7/10



Keith Hartman
Director of Landowner Relations
2000 Corporate Drive
Canonsburg, PA 15317

Tel 724 416.2440
Fax 724-416-4440
keith.hartman@crowncastle.com

September 24, 2010

San Diego Gas & Electric Company
Compliance Management Joint Facilities
8316 Century Park Court CP51D
San Diego CA 92123-1582

RE: License Agreement

Dear Sir/Madam:

The purpose of this letter is to notify you that Crown Castle Solutions Corp. ("Crown") has acquired NewPath Networks, LLC ("NewPath") effective September 7, 2010. NewPath continues to be responsible for its obligations to you.

This transaction should have no effect upon your existing contractual relationship. Because a corporate acquisition is legally distinguished from an assignment or transfer, your relationship with NewPath remains unchanged. Over the next several months, Crown will be incorporating any payments previously paid by NewPath to you into our accounting systems. This transaction will not cause an interruption in your payments.

Crown and its affiliates, engineer, deploy, own, and operate technologically advanced shared wireless infrastructure, including an extensive network of towers. Crown currently owns, operates, and manages more than 21,000 sites in the United States. Nearly every major wireless carrier is a tenant on sites that are owned or managed by Crown or its affiliates. For additional information about Crown Castle International and to better serve you, please visit our web site at www.crowncastle.com.

If you have any questions regarding the following, please contact Crown directly at the telephone numbers listed below.

- Questions regarding your lease agreement, payment, our lease extension program, real estate taxes, or address or name changes may be directed to the Landowner Help Desk at 866-482-8890 (toll free).
- Calls about emergency situations at the site or questions regarding the operation or maintenance of the site should be directed to the Network Operations Center, at 800-788-7011 (toll free).

Crown values landowner relationships and we are happy to have you as a member of our network. We look forward to a long and mutually beneficial relationship.

Best Regards,

A handwritten signature in black ink, appearing to read 'Keith Hartman', with a long horizontal flourish extending to the right.

Keith Hartman
Director of Landowner Relations

LICENSE AGREEMENT INSITE SOLUTION

COMMUNICATION ANTENNA/DISTRIBUTION POLES

9/12/03

LICENSE AGREEMENT

(Pole Attachment - Communication Antenna)

THIS LICENSE AGREEMENT (the "Agreement") is made this 12th day of September, 2003 ("Effective Date") between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (hereinafter referred to as "Licensor") and InSITE Solutions LLC, a Maryland limited liability company (hereinafter referred to as "Licensee").

WHEREAS, Licensor is a utility company and has installed distribution poles and stubs (12kV or less) within its service territory for the distribution of electricity (hereinafter referred to as "pole"); and

WHEREAS, Licensee is a telecommunications company that desires to attach its communication antennas, together with their appurtenances, to Licensor's poles; and

WHEREAS, Licensee shall have first obtained a CPCN from the FCC or the CPUC prior to attaching anything to any pole under the terms of this Agreement ") (NOTE: in accordance with the REPORT AND ORDER in CC Docket No. 97-11 SECOND MEMORANDUM OPINION AND ORDER in AAD File No. 98-43, InSITE has been granted a CPCN by the FCC under Section 214 by virtue of the "blanket" entry certification to all carriers seeking to construct, operate, or engage in transmission over domestic lines of communication, to the extent such authority is required under the statute". The above referenced document is attached).

NOW, THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 Scope of Agreement.

1.1 Use of Licensor's Poles. Licensee may attach only those antennas, cables and wires, together with associated messenger cables, guy wires, anchors, mounting brackets, electric conduit and other appurtenances (hereinafter collectively referred to as the "Equipment") that Licensor gives Licensee prior written permission to attach to its poles pursuant to this Agreement. The Equipment shall be: (i) used only for reception of radio frequency signals using Licensee's wireless communications network; and (ii) located only on that portion of Licensor's pole expressly agreed to by Licensor and not on any other part of a pole used for electrical distribution.

1.2 Ancillary Access. Licensor hereby grants to Licensee a license to use its access rights, if any, for ingress and egress to and from each of the poles covered by this Agreement but only to the extent permissible under the applicable documents.

2.0 Term of Agreement. The term of this Agreement shall be twenty (20) years commencing on the Effective Date (hereinafter "Term"). However, this Agreement may be terminated earlier by (i) either party if the other party fails to perform an obligation(s) under the terms of this Agreement in which case this Agreement shall terminate ninety (90) days after receipt of written notice from the non-defaulting party; or (ii) for any reason by Licensee in which case this Agreement shall terminate one (1) year after Licensor's receipt of written notice from Licensee.

Termination of this Agreement shall not release either party from any liability or obligation under the terms of this Agreement that accrued prior to its termination.

3.0 Pole Attachment Application. When Licensee desires to place Equipment upon any pole(s), Licensee shall submit a written application to Licensor in substantially the same form as Exhibit A, attached hereto and incorporated herein (the "Application"). The Application form may be changed by Licensor from time to time. If Licensor consents to Licensee attaching Equipment to a particular pole, then Licensor shall deliver one (1) copy of the approved Application signed by Licensor's Joint Facility Administrator or other authorized employee to Licensee (the "Approved Application"). Licensor shall notify Licensee of Licensor's consent or denial of Licensee's Application within twenty (40) days of Licensee's submission of said Application to Licensor.

4.0 Installation and Inspection.

4.1 Licensor's Inspections. Upon receipt of an Approved Application and payment of the sums required in Section 5.0 of this Agreement, Licensee may install, replace, maintain and use that Equipment described in the Approved Application on the pole described in the Approved Application; provided, however, that before installing the Equipment, Licensee shall notify Licensor's Construction Department by telephoning 858. 654-8216 of the day and time Licensee intends to install the Equipment so that Licensor may, at its option and at the expense of Licensee, be present when the installation is performed. Licensee shall provide Licensor with no less than five (5) business days prior notice of its intent to install Equipment pursuant to an Approved Application. Alternatively, Licensor may elect to inspect the

Equipment and pole after the Equipment has been installed in lieu of attending the construction. Licensor will perform construction inspections or final inspections, whichever the case may be, at Licensee's sole cost and expense.

After the initial inspection, Licensor may inspect each installation of Equipment and inspect the Equipment as often as conditions may warrant in Licensor's sole and absolute discretion. Such inspection shall not relieve Licensee of its responsibility and obligation to maintain the Equipment in a good and workmanlike manner.

4.2 Additional Equipment. Licensee shall not place any other equipment upon any pole owned by Licensor or materially change the position of any Equipment attached to a pole without Licensor's prior written consent. Requests to place additional equipment on a pole previously approved by Licensor for attachment shall require a separate Application prepared in accordance with the terms of this Agreement.

5.0 Fees.

5.1 License Fee. Licensee shall pay an annual administration fee equal to Four Hundred Dollars (\$400.00) (hereinafter referred to as the "License Fee"). The License Fee shall be due upon execution of this Agreement and then annually thereafter on its anniversary date.

5.2 Attachment Fee. There shall be a annual attachment fee in an amount equal to Forty Dollars (\$40.00) for each pole utilized by Licensee under the terms of this Agreement ("Attachment Fee"). The Attachment Fee may be increased annually, in Licensor's sole discretion, in an amount equal to six percent (6%). Equipment installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Attachment Fee shall be paid at the time Licensee receives its Approved Application.

5.3 Additional Attachments. If Licensee desires to attach additional equipment pursuant to Section 4.2 above, Licensee shall pay an amount equal to Twenty-five Dollars (\$25.00) for processing the additional Application.

5.4 Payments Due. All amounts payable by Licensee under the terms of this Agreement shall be due and payable within thirty (30) calendar days after Licensee's receipt of an invoice from Licensor. Licensee's failure to pay any sum when due shall constitute a default under the terms of this Agreement.

6.0 Evidence of Attachment Authorization. Licensee shall retain a copy of all Approved Applications and Licensee shall provide proof of an Approved Application for any pole containing Equipment when requested by Licensor. Licensee shall provide proof of an Approved Application within ten (10) business days of a written request from Licensor. If Licensee cannot provide proof of an Approved Application with respect to a particular pole, Licensee shall pay to Licensor a one-time fee of Five Hundred Dollars (\$500.00) for the unapproved pole attachment and Licensee shall submit an application to Licensor in accordance with the terms of this Agreement.

7.0 Rearrangement of Equipment/Replacement of Pole.

7.1 Rearrangement to Accommodate Equipment. If, in the sole judgment of Licensor, the Equipment requires rearranging existing facilities on a pole or the replacement of a pole to provide adequate pole space for the Equipment, Licensor shall notify Licensee. Licensee may request that Licensor design a "work around" to accommodate the Equipment in which case Licensee shall pay Licensor an engineering fee equal to Two Hundred and Fifty Dollars (\$250.00) ("Engineering Fee") for each affected pole.

Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction. If Licensee elects to proceed with Licensor's proposed design to accommodate the Equipment, Licensee shall pay the actual cost incurred by Licensor for the facility rearrangements and/or the pole replacement. If Licensee elects to proceed with Licensor's proposed design, Licensee shall receive a credit towards the actual cost of the facility rearrangement or the pole replacement (whichever the case may be) in an amount equal to the Engineering Fee. If Licensee elects not to proceed with the facility relocation or the pole replacement, Licensor shall retain the Engineering Fee.

7.2 Rearrangement to Accommodate Licensor. If, in Licensor's sole judgment, the Equipment on any pole interferes with or prevents Licensor from placing or replacing Licensor's own facilities, Licensor shall notify Licensee in writing of the need for Licensee to rearrange its Equipment or the need to replace the pole in order to accommodate the Equipment and Licensor's facilities. Licensor's notice shall include: (i) request for Licensee to rearrange, remove or relocate its Equipment; or (ii) an estimate of the cost of changing out the pole or rearranging Licensor's facilities.

Licensee shall rearrange, remove or relocate its Equipment within the next ninety (90) days following its receipt of

whichever the case may be, the permission granted in the Approved Application shall be deemed revoked by Licensor. If the Approved Application is revoked, Licensee shall not place any Equipment upon the pole without first resubmitting an Application and receiving an Approved Application. If permission to install Equipment is revoked, Licensor shall refund to Licensee the Attachment Fee less an application-processing fee of Twenty Dollars (\$20.00).

9.0 New Pole Exclusion Zones. In order to keep the number of poles to a minimum, Licensee shall not erect one of its poles within three hundred feet (300') of any Licensor-owned pole. Licensee further agrees not to erect any pole where no other pole exists until Licensee notifies Licensor of its need for a pole and Licensor elects not to erect, at Licensor's sole cost and expense, a new pole at that location.

10.0 Retention of Pole Ownership Rights. Nothing in this Agreement shall impose any obligation upon Licensor to grant permission to use any of its poles and nothing herein shall restrict Licensee from negotiating with other pole owners for use of their poles.

11.0 No Obligation to Maintain in Existence. Nothing in this Agreement shall obligate Licensor to keep and maintain its poles for a period of time longer than the poles are convenient or necessary for Licensor's business.

12.0 Physical Supports.

12.1 Guys or Anchors. When necessary and as required by Licensor in the Approved Application, Licensee shall install guys or anchors, or both, to hold the strains of the Equipment.

12.2 Joint Anchor Use. When, in the opinion of Licensor, conditions require joint use of an anchor, Licensor shall construct and maintain a mutually acceptable anchor. If an existing anchor must be replaced by a joint use anchor, Licensee shall pay Licensor the actual cost of the anchor change out.

12.3 Strain Defined. The term "strain" shall mean the failure of a pole to maintain a static equilibrium.

13.0 Right to Maintain and Operate Existing Facilities. Licensor reserves to itself and to each existing owner of facilities upon the pole the right to maintain the pole and to operate their respective facilities in such manner to fulfill their own service requirements. Neither Licensor nor any other existing owner of facilities on a pole shall be liable to

Licensor's notice or pay the actual cost for Licensor to change out the pole(s) or rearrange Licensor's facilities or remove the Equipment as solely determined by Licensor. If Licensee does not desire to maintain its Equipment on the pole, then Licensee shall remove its Equipment within ninety (90) days of its receipt of Licensor's notice. If Licensee fails to remove its Equipment within the ninety (90) days, Licensor may remove the Equipment at Licensee's sole risk and expense. If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's facilities or changing out the pole, Licensee shall be entitled to re-install its Equipment on another pole in accordance with the procedures set forth herein, except that the License Fee and the Attachment Fee set forth in Section 5.0 shall be waived by Licensor to the extent they were paid for the existing Equipment.

8.0 Installation of Equipment.

8.1 Installation. Licensee may install its Equipment on the pole specified in an Approved Application using licensed contractors and in accordance with Licensor's "Structural Licensing Process" and Licensor's "Construction Standards" which may be changed from time to time in Licensor's sole and absolute discretion. Licensee shall install and maintain its Equipment in a good and safe workmanlike condition and in a manner satisfactory to Licensor so as not to conflict or interfere with the use of the pole by Licensor or other users of the pole. Licensee shall install and maintain the Equipment in accordance with all applicable laws, regulations and ordinances including, without limitation, General Order No. 95 as promulgated by the California Public Utilities Commission ("CPUC").

8.2 Safe Installation Procedures. Licensee shall require its employees and contractors working on or about any poles to inspect the poles as well as all crossarms and wires, and to ascertain that the same are safe to work with or upon before climbing the poles, attachments, crossarms or wires, and shall also charge such employees and contractors with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees and agents work to ascertain that the same are in a safe condition and repair.

8.3 Time of Installation. Licensee shall complete the installation of its Equipment within the time limit(s) stated on the Approved Application but in no event more than thirty (30) days from its receipt of the Approved Application. If Licensee fails to install its Equipment within the prescribed time limit set forth in the Approved Application or thirty (30) days,

Licensee for any interruption(s) to Licensee's service or for any interference with the operation of the Equipment arising in any manner from their use of the pole and the attached facilities. Licensor agrees to notify Licensee in writing, prior to Licensor scheduling any work within fifty feet (50') of the Equipment.

14.0 Security Precautions. In interest of safety and security, Licensee agrees to:

(i) Provide identification badges for each employee, agent and/or contractor who will work on or about poles (hereinafter described as an "Authorized Employee"); and

(ii) Cause each Authorized Employee, to observe and to comply with all of Licensor's security rules and procedures which Licensor shall provide to Licensee in writing.

15.0 Injury, Damage, and Indemnification.

15.1 Liability for Injury or Damage. Licensee shall be solely responsible and liable for all injury, death, disease or damage to persons (including, but not limited to, members of the general public, or any Authorized Employee, and for damage or destruction of real or personal property to the extent that such injury or damage was caused by Licensee's negligence or intentional acts. All users of Licensor poles are expected to exercise reasonable care with respect to other pole users facilities.

15.2 Indemnification. Licensee agrees to indemnify and hold Licensor, its officers, employees, agents, affiliates or Licensees harmless from and against any and all demands, claims, suits, costs of defense, attorneys' fees (both in-house and outside counsel), witness fees, including expert witness fees, liability, loss, costs, obligations or other expenses for damage to property or for injury, disease to or death of any persons in any manner arising directly from (a) Licensee's use, presence on or occupation of Licensor's pole(s); (b) any act or omission of Licensee, its employees, agents or those of its contractors, subcontractors or independent contractors. The foregoing indemnification shall not extend to damage, death or injury arising out of the sole negligent or intentional acts of Licensor.

15.3 Defense of Claims. Upon receipt of written request, the Licensee shall, pursuant to this indemnification Section, defend at its expense any claims, suit, or action brought against SDG&E, against which Licensee has an obligation to defend SDG&E under Section 15.2 above. SDG&E shall, at its option and expense, have the right to participate in such defense, without relieving the

other party of any of its obligations hereunder. In any claim, suit, or action in which Licensee has agreed, in writing, that Licensee is obligated to indemnify SDG&E, SDG&E will not settle the claim, suit or action without prior written consent of Licensee (such consent not to be unreasonably withheld).

16.0 Necessary Authorizations and Title.

16.1 Easements and Permissions. Unless otherwise agreed to in writing, Licensee shall be solely responsible for obtaining any necessary easements, rights-of-way privileges, approvals or permission from the owner of the real property upon which poles exist for the installation and maintenance of its cable, anchors and all other attachments.

16.2 Limitations to Licensor Property. Nothing in this Agreement shall be construed to confer any permit, license, or grant to use the property of any persons other than the written revocable license to use LICENSOR poles, provided that this Agreement and the licenses conferred hereunder shall not be revoked except pursuant to the terms of Section 21.0 below ("Default of Licensee") or terminated by the terms of Section 2.0 above ("Term of Agreement").

16.3 Legal Prohibition of Use. Upon receipt of written notice from Licensor to Licensee that the use by Licensee of any pole or poles of Licensor is forbidden by federal, state or municipal authorities, permission to attach to such pole or poles shall immediately terminate and Licensee shall immediately remove its Equipment. If Licensee desires to appeal the prohibition from the appropriate authority, Licensee shall notify Licensor and the prohibiting authority within 10 days of receipt of Licensor's written notice. Licensee shall obtain approval from the prohibiting authority to maintain its Equipment until the appeal process is completed.

16.4 Licensee's Equipment Operation Authorizations. Licensee shall provide Licensor with a copy of any and all required state or municipal permits authorizing Licensee's operation of its system.

16.5 Relocation Cost Reimbursement. Licensee agrees to pay Licensor any and all costs and/or expenses (including court costs and reasonable attorney fees) that are incurred by Licensor in relocating any Licensor pole from any existing easement, if such pole relocation costs would not have been incurred by Licensor except for the presence of Licensee's Equipment.

16.6 No Grant of Ownership. No use of any pole under this Agreement shall create any ownership, interest or property right in favor of Licensee.

17.0 Licensee's Option to Remove Equipment. Licensee may, at any time, remove all or part of its Equipment from any pole; provided, however, Licensee shall immediately give Licensor written notice of the removal. Removal of Equipment from any pole shall constitute a termination of Licensee's right to use equipment on that pole. The termination of an individual Approved Application shall have no effect on the effectiveness of this Agreement.

18.0 Contractual Relationship Only. Nothing in this Agreement shall create any special relationship between Licensor and Licensee, such as an agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to the words and marks "SDG&E", "SAN DIEGO GAS & ELECTRIC", or any other words and marks owned by or used by Licensor in identifying itself or by others in referring to it.

19.0 Damage to Facilities; Interference.

19.1 Licensee's Damage to Facilities. Licensee shall use its best efforts to avoid causing damage to Licensor's pole and the facilities of Licensor and third parties using the pole. Licensee shall be responsible for any and all loss from damage to the pole and/or facilities caused by Licensee. Licensee shall immediately notify Licensor of the occurrence of any damage and shall, upon demand, reimburse the owner for all reasonable costs incurred in repairing any damage.

19.2 Licensor's Damage to Facilities/Equipment. Licensor shall use commercially reasonable efforts to avoid damaging and/or causing interference with the Equipment and shall immediately notify Licensee of the occurrence of any such damage and/or interference caused by its employees, agents or contractors.

20.0 Insurance. Insurance requirements set forth below do not limit the amount or scope of liability of Licensee under this Agreement. All insurance required of Licensee under this Agreement shall meet the following minimum requirements:

On or before the effective date of this Agreement, and thereafter during its Term, Licensee shall provide Licensor with certificates of insurance as evidence of all insurance policies required under this Section. No insurance policy may be

canceled, materially revised, or not renewed without at least thirty (30) days prior written notice to Licensor. Insurance must be maintained without lapse in coverage during the Term.

The required policies shall provide that the coverage is primary for all purposes and Licensee will not seek any contribution from any insurance or self-insurance maintained by Licensor.

All required policies of insurance must be written by companies having an A. M. Best rating of "A-VII" or better, or equivalent.

Licensee shall be solely responsible for any deductible or self-insured retention on insurance required hereunder.

(a) Worker's Compensation Insurance in accordance with statutory requirements and limits, including U.S. Longshoremen & Harbor Worker's Compensation Act coverage, where applicable; and

(b) Commercial General Liability Insurance, including contractual liability assumed by Licensee under this Agreement, with limits of not less than \$2,500,000 for bodily injury and property damage combined or such other reasonable level as Licensor may from time to time require upon giving notice to Licensee.

(c) Automobile Liability Insurance with limits of not less than \$1,000,000.

The insurance described in (b) above shall name Licensor as an additional insured, shall contain a severability of interest or cross liability clause, and shall be primary for all purposes.

Certificates of insurance evidencing the coverage's in (a) and (b) above shall be filed with and approved by Licensor prior to the installation of any Equipment and upon policy renewal thereafter.

Licensee agrees that no work done for it by an independent contractor shall be done by any person, firm, or corporation, without requiring insurance from said independent contractor as required of Licensee in this Section and that Licensor shall be included in the various insurance policies required therein as an additional insured as specified in that Section.

21.0 Default of Licensee. If Licensee defaults in any of its obligations under this Agreement and fails to cure or remedy any default within thirty (30) days following receipt of written notice from Licensor of such default, Licensor may revoke this Agreement or terminate any and all Approved Applications and

Licensee shall, at Licensor's option, either cure any default or remove its Equipment from the poles to which the terminated Approved Application applies within ninety (90) days from receipt of written notice. The obligations of Licensee hereunder shall survive the termination of this Agreement; however, upon failure of Licensee to remove its Equipment within said ninety (90) days, Licensor may remove the Equipment and all costs associated with Licensor's removal shall be paid by Licensee, together with any reasonable storage costs.

22.0 Default of Equipment Removal Obligation. In addition to any other rights of Licensor hereunder or at law or in equity, if Licensee fails to remove its Equipment from any pole within the time allowed for such removal or if Licensee fails to perform any work which it is obligated to do under this Agreement, Licensor may elect to remove and store Licensee's Equipment (if Licensee was provided written notice and a reasonable amount of time to remove its Equipment), or do such work, at Licensee's sole risk with respect to Licensee's Equipment breakage upon removal, and Licensee, on demand, will reimburse Licensor for all expenses incurred by Licensor.

23.0 No Waiver Of CPUC Rights. The parties agree that, by entering into this Agreement, the parties are not waiving any rights that exist or may arise in conjunction with CPUC rulings, regulations, orders, or related legislative or legal adjudications that pertain to the use of distribution poles in California.

24.0 MISCELLANEOUS TERMS AND CONDITIONS.

24.1 Laws of the State of California. This Agreement shall be governed and construed by and in accordance with the laws of the State of California without reference to its conflicts of law principles.

24.2 No Waiver; Severability. The failure of Licensor or Licensee to enforce any provision of this Agreement or the waiver thereof in any instance including, but not limited to, the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

24.3 Nonexclusive Attachment Rights. Nothing herein contained shall be construed as affecting any rights or

privileges previously conferred by Licensor to others not parties to this Agreement to use any poles covered by this Agreement; and Licensor shall have the right to confer, continue or extend such rights or privileges, provided that such additional conferrals or extensions do not materially diminish Licensee's beneficial enjoyment, for its then existing Equipment only, of this Agreement.

24.4 Transfer and Assignment. Licensee may assign, sell or transfer its interest under this Agreement without the approval or consent of Licensor to Licensee's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business reorganization; provided that Licensee gives written notice to Licensor of any such assignment, sale, merger or transfer pursuant to Section 24.7 below. Excepting the foregoing only, Licensee may not assign its rights under this Agreement without the prior written consent of Licensor. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

24.5 Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on Licensor poles and if such tax is assessed upon Licensor, Licensee, on demand, will reimburse Licensor in the amount of the tax paid by Licensor.

24.6 Revocation of Agreement under G.O. 69-C. In addition to and separate from any other provision of this Agreement, providing for revocation or termination by Licensor, the provisions of this Agreement are conditional upon the right of Licensor to revoke this Agreement whenever in the interest of its service to its patrons or consumers in the conduct of its regulated electrical or gas utility business, it shall appear necessary or desirable to do so, as provided by General Order No. 69-C promulgated by the CPUC. A copy of General Order 69-C is attached hereto and incorporated herein.

24.7 Notices. All notices to be given under this Agreement shall be in writing and either:

- sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier; or
- by telecopy or similar means, if a copy of the notice is also sent by United States Mail, in which case notice

shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices, as follows:

Notices to Licensee shall be addressed as follows:

InSITE Solutions
Attention: Mike Davis
1211 Riverside Avenue
Baltimore, MD 21230
Fax: 410-727-3225

Notices to Licensor shall be addressed as follows:
San Diego Gas & Electric Company
Attention: Electric Distribution Management Manager
8316 Century Park Court - CP51
San Diego, California 92123
Fax: 858.654.0321

24.8 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by both parties. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent.

24.9 Headings. The caption and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

24.10 Corporate Authority. Each of the individuals signing this Agreement for their respective company ("Company Representatives") represents and warrants that, with respect to the company for which he or she is executing this Agreement: a) he or she has the full power and authority, and the legal right, to execute this Agreement on behalf their respective company referenced in this Agreement; b) the company is executing this Agreement has taken all actions necessary to enter into and be bound by this Agreement; c) the company has the full power, authority, and the legal right to execute, deliver, perform, and

observe its obligations hereunder; d) the company has taken all necessary actions to authorize the individual signing on the company's behalf to do so; e) the company will not cause a breach or violation of any other agreement, law or court order by entering into this Agreement; and f) the company is a duly organized and valid entity in good standing authorized to conduct business in the State of California.

24.11 Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees (both in-house and outside attorney fees), costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the Party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A party not entitled to recover its costs shall not recover its attorneys' fees.

IN WITNESS WHEREOF, the parties have read this Agreement, understand it and agree to be bound by its terms as of the date first written above.

Licensor:

SAN DIEGO GAS & ELECTRIC
COMPANY
a California corporation

By: 

Title: Director - Electric Distribution

Date: Sept 15, 2003

Licensee:

InSITE Solutions LLC, a
Maryland limited liability
company, its Member

By: 

Title: VP-CTO

Date: Sept 12, 2003

LICENSE AGREEMENT INSITE SOLUTION

WIRE FACILITIES

DISTRIBUTION & TRANSMISSION POLES

10/13/03

Caroline Winn

October 13, 2003

Dave Dohren

Master Pole Attachment Agreement – Insite Solutions

Attached are two copies of the Master Pole Attachment Agreement for approval by Ms. Winn. This Agreement is our standard Master Pole Attachment Agreement. Legal has reviewed the Agreement and signed the “Contract Approval Sign-off Sheet.”

With your approval please forward the contracts to Ms. Winn for her approval and signature on both copies of the contract. When this is completed the contracts need to be returned to Carlos Castro for final processing.

Sincerely,

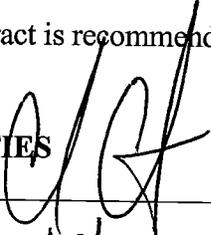
A handwritten signature in black ink, appearing to read "D. Dohren", written in a cursive style.

Dave Dohren
Manager, Distribution Asset Management

CONTRACT APPROVAL SIGN-OFF SHEET

The attached contract is recommended for approval by:

JOINT FACILITIES



Date 10/8/03

Comments: Standard Joint Pole Agreement

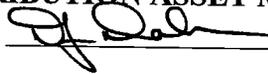
LEGAL



Date 10/10/03

Comments:

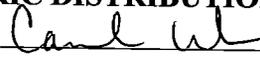
DISTRIBUTION ASSET MANAGEMENT



Date 10/13/03

Comments:

ELECTRIC DISTRIBUTION SERVICES



Date 10/15/03

Comments:

LICENSE AGREEMENT
(Pole Attachment – Wire Facilities)

THIS LICENSE AGREEMENT (“Agreement”), is made as of this 12th day of September, 2003, (“Effective Date”) between SAN DIEGO GAS & ELECTRIC COMPANY, a California Corporation (“Licensor”) and InSITE Solutions LLC, a Maryland Limited Liability Company (“Licensee”). Licensor and Licensee may be referred to sometimes herein as “Party” and collectively as the “Parties.” This Agreement will cover future Applications to attach Licensee’s Equipment to Licensor’s Poles.

WHEREAS, Licensor is an electric corporation as defined in Public Utilities Code Section 218 and it distributes power throughout the County of San Diego and a portion of the County of Orange, State of California (“Service Territory”); and

WHEREAS, incident to the distribution of electric energy, Licensor has erected electric distribution and transmission poles and towers (collectively, “Poles”) within its Service Territory. Distribution Poles are defined as poles with conductors having a voltage of 12kV or less. Transmission Poles are defined as poles or towers with conductors having a voltage of 69kV or above, excluding the towers of the Southwest Power Link, which Licensor commonly refers to as “SWPL”. The Poles are (i) on the public streets, roads, highways and other public ways (collectively, “Streets”) pursuant to franchises with various cities and counties and (ii) on private property Licensor has purchased in fee or pursuant to easements it has obtained from the property owners (collectively, “Rights-of-Way”); and

WHEREAS, Licensor may have granted to other parties a right or license to use said Poles; and

WHEREAS, Licensee is engaged in the telecommunications business, being either a cable television company and/or a provider (by wire) of telecommunications service and has a Certificate of Public Convenience and Necessity (“CPCN”) from the Federal Communications Commission (“FCC”) and/or the California Public Utilities Commission (“CPUC”)(NOTE: in accordance with the REPORT AND ORDER in CC Docket No. 97-11 SECOND MEMORANDUM OPINION AND ORDER in AAD File No. 98-43, InSITE has been granted a CPCN by the FCC under Section 214 by virtue of the “blanket” entry certification to all carriers seeking to construct, operate, or engage in transmission over domestic lines of communication, to the extent such authority is required under the statute”. The above referenced document is attached); and

WHEREAS, Licensee desires to use Poles as supports for cables and wires, together with associated messenger cables, guy wires, anchors and other messenger-attached appurtenances (all hereinafter called “Licensee’s Equipment” or “Equipment”);

NOW, THEREFORE, the following terms and conditions shall govern Licensee’s use of Licensor’s Poles for Licensee’s Equipment as Licensor may permit Licensee to use, after receipt and approval of Licensee’s Application for particular Poles. This Agreement shall be a master

agreement and each individual Application, when approved, shall become a separate license incorporating by reference all the terms and conditions of this Agreement.

ARTICLE 1 – LICENSE

1.1 Licensor's Rights. Licensee's occupancy of Pole space for Licensee's Equipment and the design of its attachment shall be subject to the prior written approval of the Licensor, and its presence shall be subject to present or future occupancy of Pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain its Poles and to operate its facilities thereon in a manner necessary or convenient for its own requirements. Licensor shall not be liable to Licensee for any interruption in Licensee's use of Licensee's Equipment arising in any manner from the use by Licensor of its Poles and the facilities owned by Licensor.

1.2 General. Licensor hereby grants to Licensee a non-exclusive license to use the Poles for Licensee's Equipment as designated on an Application (see 1.3 below) and approved by Licensor. Licensee's use of Licensor's Poles shall be confined to Licensee's Equipment after Licensor has given Licensee written permission to install Licensee's Equipment on specified Poles, Licensee's Equipment shall be used only for Licensee's telecommunications business. Nothing contained in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Pole or Poles.

1.3 Licensee's Application. Whenever Licensee desires to place Licensee's Equipment on any of Licensor's Poles, Licensee shall make written Application to Licensor for permission to do so, in the number of copies and in the form from time to time prescribed by Licensor. The current form of the Pole Attachment Application is attached hereto, marked Exhibit A. Licensor's current Structural Licensing Process has been provided separately to Licensee and is incorporated by reference, even though it is not attached to this Agreement. If the Application is approved, permission to place Licensee's Equipment described in said Application on the Pole or Poles therein identified shall be indicated by Licensor's signing the Application in the place provided for that purpose and returning one signed copy to Licensee. The Application will then become a part of this Agreement and subject to all of its terms and conditions. In the event of any conflict between terms specified in an Application and the terms of this Agreement, the terms of this Agreement shall prevail.

1.4 Installation of Equipment. Upon its receipt of the signed copy of the Application, but not before, Licensee may install, maintain and use Licensee's Equipment as described in the Application on the Pole or Poles specified. Provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present during such installation. Licensee shall complete the installation of Licensee's Equipment on the Pole or Poles covered by each approved individual Application within such time limit as Licensor shall designate on said Application. If Licensee fails to complete the installation of Licensee's Equipment on said Pole or Poles within the prescribed time-limit (or within such additional time as Licensor may agree to in writing), the permission granted by Licensor in the signed Application to place Licensee's Equipment on said Pole(s) shall be

automatically revoked. Licensee shall apply again for permission to attach Licensee's Equipment to the Poles.

1.5 Unauthorized Equipment. Licensee shall not have the right to place, and it shall not place, any Equipment on any Pole without first making Application therefore and receiving permission to do so from Licensor as set forth above. Licensee shall not add any Equipment to any Pole or change the position of any Equipment on any Pole without Licensor's prior written approval. If Licensee places additional Equipment on an approved Pole, any Equipment on a non-approved Pole, or changes the position of Licensee's Equipment on an approved Pole, Licensor shall have the right to charge Licensee a one-time fee of Five Hundred Dollars (\$500.00) per Pole on which Licensee has made the unauthorized attachment. This fee is the Parties' reasonable estimate of the damages to Licensor because of the unauthorized attachment and shall be in addition to any fee usually charged by Licensor to determine whether to permit the attachment and the Annual Fee (as hereafter described). If Licensor determines it cannot permit the attachment, Licensee shall remove the Equipment within a reasonable amount of time as specified in Licensor's written notice. If Licensee fails to remove the unauthorized Equipment as required, Licensor may (but is not required to) remove it, at Licensee's sole cost and expense, and Licensee shall not be liable for damages to Licensee's Equipment nor for any interruption in service occasioned by Licensor's removal.

1.6 No Obligation to Maintain Poles. Nothing contained in this Agreement shall obligate Licensor to maintain its Poles or any of them in existence for a period of time longer than the same are convenient or necessary for Licensor's own service requirements. If Licensor determines that it no longer needs to maintain a Pole, Licensor may provide notice to Licensee in accordance with Section 7.3 below that Licensee's right to use such Pole is revoked.

ARTICLE 2 - SPACE

2.1 Insufficient Space. In the event that Licensee desires to use a Pole on which there is not adequate space for Licensee's Equipment, Licensor will so indicate on the Application, and if feasible Licensor shall state the necessary changes and the estimated cost thereof in order to accommodate Licensee's Equipment. If Licensee still desires to use said Pole or any Pole erected by way of replacement of an existing Pole and returns the Application marked to so indicate, Licensor will replace such Pole with a longer Pole and/or rearrange the facilities on such Pole. Provided that, Licensor may require Licensee to pay, in advance, to Licensor and any other party using said Pole by reason of a joint pole agreement or otherwise, the estimated cost to be incurred by each of them of transferring to the new Pole all equipment supported by the existing Pole, plus the installed cost of the new Pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less allowance for depreciation included with respect to the Pole removed and/or the estimated cost of such rearrangement of facilities. Licensee shall be responsible for Licensor's actual cost of this work. If the actual cost is greater than the estimated cost paid by Licensee to Licensor, Licensee shall pay the additional amount invoiced within thirty (30) days. If the actual cost is less than the estimated payment, Licensor shall refund the difference to Licensee without interest. It shall be

Licensee's responsibility to make the appropriate arrangements with any other party who has equipment attached to the Pole.

2.2 Rearrangement of Equipment. In the event that, in Licensor's judgment, Licensee's existing Equipment on any Pole renders inadequate the space for the placement or use of any facilities thereon required by Licensor, and if said facilities could be placed on said Pole by removing or rearranging Licensee's Equipment, Licensor may notify the Licensee of the removal or rearrangement required in order to permit the placement of Licensor's facilities as aforesaid, and to continue the accommodation of Licensee's Equipment, together with an estimate of the cost of making any such changes. If Licensee desires to continue to maintain its Equipment on said Pole, or such replacement Pole and so notifies Licensor, Licensor will make such Pole replacement, if required, and will request the other of the aforesaid parties then maintaining facilities upon such Pole to make such rearrangements or transfers of said existing facilities. The same shall be done at the risk and expense of Licensee and Licensee will, on demand, pay Licensor for the expense incurred. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said Pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise. If Licensee does not notify Licensor within thirty (30) days, Licensee shall remove its Equipment from such Pole within thirty (30) days from such notification from Licensor.

ARTICLE 3 – MINIMIZATION OF NUMBER OF POLES

3.1 Right of First Refusal/New Licensor Pole. In order to keep the number of Poles in the Service Territory to a practical minimum, Licensee agrees not to erect any pole of its own in Licensor's Service Territory where Licensor is willing to accommodate Licensee's Equipment or to provide a Pole reasonably adequate to accommodate Licensee's Equipment. If Licensee should require Equipment in a location and Licensor shall not have Poles so located as to fulfill Licensee's requirements, Licensee shall submit an Application to Licensor, in order that Licensor may determine whether it wishes to place Poles in such a location. If Licensor is willing to erect Poles in such location adequate to provide for Licensee's Equipment, Licensor shall so indicate on the Application and return it to Licensee. Licensor shall then proceed to erect said Poles. Upon receipt by Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's Equipment under the terms and provisions of this Agreement, or upon failure of Licensor to notify Licensee of approval of its Application within ninety (90) days from the date the Application is received by the Licensor, Licensee may proceed to erect its own poles. Until receipt of said notice or until expiration of the ninety (90) day period, Licensee will not erect any poles of its own within Licensor's Service Territory.

3.2 Replacement of Licensee's Pole. If Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this Agreement and Licensor desires to place and maintain a Pole or Poles of its own in or near the location of Licensee's pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. Said notice shall designate the pole or poles to be removed and replaced. After said thirty (30) day period, Licensor may replace Licensee's pole

or poles with its own Pole or Poles. Upon such replacement, Licensee's use of Licensor's Pole or Poles shall be governed by all of the terms and conditions hereof; provided, however, no Annual Fee shall be applicable to Poles erected as replacement pursuant to the terms of this paragraph. Licensor shall bear the cost of removal and replacement of said Poles and of the relocation of Licensee's Equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

ARTICLE 4 – REMOVAL OR TRANSFER OF POLES AND ATTACHMENTS

4.1 Licensor's Replacement of Poles. Licensee shall, at its sole risk and expense, upon request of Licensor, relocate, replace or renew Licensee's Equipment and transfer it to Poles erected by way of replacement of existing Poles, and perform any other work in connection with said Equipment that may be required by Licensor; provided, however, that in cases of emergency, or if Licensee does not perform the work within 60 days, Licensor may, at Licensee's sole risk and expense relocate, replace or renew said Equipment, transfer it to Poles erected by the way of replacing existing Poles and perform any other work in connection with said Equipment that may be required in the maintenance, replacement, removal or relocation of said Poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said Pole or of facilities thereon and the Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred. Licensor need not do so, however, and Licensee shall be responsible to Licensor for all damages caused Licensor by the delay.

4.2 Licensee's Removal of Equipment. Licensee may at any time remove its Equipment from any of the Poles, and, in each such case, Licensee shall give Licensor prior written notice of such removal by submitting an Application stating the Equipment to be removed and, if applicable, the new Pole desired. Removal of Licensee's Equipment from any Pole within the time period specified in the Application or failure to install further approved Equipment on a new Pole within sixty (60) days from the date of Licensor's approval of the Application shall constitute a termination of Licensee's right to use such Pole; provided, however, that this provision shall be inapplicable if Licensee's right to use the Pole would otherwise be sooner terminated by reason of the operation of some other provision of this Agreement. As an alternative, Licensor may itself perform the removal at Licensee's cost.

4.3 Limitation of Damages. Licensor shall not be liable, whether in contract, tort, strict liability or otherwise for any special, incidental, indirect or consequential damages, including, but not limited to, interruption of Licensee's service or interference with the operation of Licensee's Equipment.

ARTICLE 5 - FEES

5.1 Contract Administration Fee. Commencing with the Effective Date of this Agreement and on January 1 of each succeeding year during the term of this Agreement, Licensee shall pay Licensor the sum of Three Hundred Dollars (\$300.00) as a contract

administration fee. Payment shall be due and payable within sixty (60) days after Licensor's invoices.

5.2 Annual Fee. In January following the Effective Date, Licensor shall invoice Licensee for Annual Fees (described below) due for the preceding calendar year. During January of each succeeding year, Licensor shall invoice Licensee Annual Fees, described below, for each Pole to which Licensee's Equipment is attached. Payment for each Pole to which Licensee's Equipment is attached during a calendar year shall be prorated at one-twelfth (1/12) of the Annual Fee amount based on the number of whole months remaining during the calendar year. Annual Fees shall be paid within sixty (60) days after presentation of Licensor's invoice. There shall be three separate types of Annual Fee: one for distribution Poles; one for transmission Poles in the Streets, and one for transmission Poles in Rights-of-Way.

5.2.1 Distribution Pole Annual Fee. The Annual Fee for attachments to distribution Poles is currently \$5.86 per Pole per year. The Annual Fee for distribution Poles is the same, whether the Poles are located in Streets or in Rights-of-Way.

5.2.2 Franchise Transmission Pole Annual Fee. The Annual Fee for attachments to transmission Poles in the Streets is currently \$16 per Pole per year.

5.2.3 Right-of-Way Transmission Pole Annual Fee. The Annual Fee for attachments to wood and steel transmission Poles in Rights-of-Way on the date of execution of this Agreement, is \$22.12 and \$278.97 per wood and steel Pole respectively, per year, which was set by the California Public Utilities Commission's ("CPUC") ruling in Case No. 00-09-025.

5.2.4 Existing Pole Attachments. Nothing herein shall be construed as Licensor's approval of any previously made un-authorized attachments or to prevent Licensor from exercising the remedies under this Agreement as a result of un-authorized attachments.

5.3 Payment and Late Charge. Licensee shall pay all invoices within sixty (60) days. Amounts not paid shall be subject to late charge of 5% and shall bear interest at the rate of 10% per annum until paid.

5.4 Change in Fees. Licensor may increase any or all of the fees specified in this Article not more often than once a year, in accordance with the methodology of California Public Utilities Code Section 767.5 and decisions of the CPUC, upon no less than sixty (60) days prior written notice to Licensee. Annual Fees for Licensee's Equipment already attached to Poles shall be effective the first day of the following calendar year. If such changed Contract Administration Fee or Annual Fee is not acceptable to Licensee, Licensee may terminate this Agreement as elsewhere provided herein and remove its Licensee's Equipment from the Poles, or, Licensee shall pay the prior year's Fees to Licensor and the Parties shall submit the matter to the CPUC for resolution (using the CPUC's dispute resolution procedures or any other appropriate method).

ARTICLE 6 – SAFETY AND PERMITS

6.1 Compliance with All Rules, Laws and Licensor's Specifications. Licensee shall, at its own sole risk and expense, place and maintain Licensee's Equipment on Poles (i) in a safe condition and in good repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said Poles by Licensor or others using said Poles, or with the working use of facilities of Licensor or others on or from time to time placed on said Poles, (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe in its Structural Licensing Process publication, and, (iv) in conformity with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing, General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

6.2 Licensor No Liability for Licensee's Noncompliance. Licensor's approval of Applications is not to be construed as assurance by Licensor that Licensee's Equipment as installed or maintained will comply with the requirements of General Order No. 95 and applicable laws. Licensor assumes no responsibility or liability for any failure by Licensee to comply with the requirements set forth in Section 6.1.

6.3 Guys and Anchors.

6.3.1 Not Coincident. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of Licensee's Equipment on said Poles in the cases where Licensee's anchorage requirements are not coincident with those of Licensor. In those cases where existing guys and anchors are inadequate to support Licensee's strains, and separate guys and anchors are not desired, or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said Poles, or any of them, resulting from the placing of additional facilities on said Poles and said guys and anchors would have been adequate to hold the additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

6.3.2 Coincident. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's Equipment and of Licensor's facilities on said Poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgment such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its Equipment on said Poles.

6.3.3 Strains. The term "strains" as herein used shall mean the forces created by the failure of a Pole and its facilities located thereon to maintain its static equilibrium.

6.4 Licensee's Duty of Care. Licensee shall exercise special precautions to avoid causing damage to the facilities of Licensor and others on the Poles, and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

6.5 Licensor's Inspection. Licensor shall have the right to inspect each new installation of Licensee's Equipment on and in the vicinity of the Poles and to make inspections, thereafter at any time. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability under this Agreement.

6.6 Workers. All work done on or about the Poles or for Licensee in connection with the installation, operation and maintenance of Licensee's Equipment shall be performed by workers qualified to perform such work, and Licensee shall be solely liable for any and all damage, injury, or death resulting from the acts or omissions of Licensee, its employees, agents or contractors.

6.7 Permits. Licensee shall obtain all necessary franchises, permits, licenses and rights-of-way for the erection, operation and maintenance of Licensee's Equipment over, along, across, on, through and under the Streets and Rights-of-Way. Upon Licensor's request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements. This Agreement shall not be construed as a grant of right-of-way or easement by Licensor to use the property on which the Poles are located. This Agreement provides a right to use the Poles themselves to support Licensee's Equipment, after the necessary franchises, permits, licenses and/or and rights-of-way have been obtained by Licensee. Licensor makes no warranty, express or implied, that Licensor is granting Licensee any legal rights to install its facilities on public or private property, other than for the use of Licensor's Poles once all necessary franchises, permits, licenses and/or rights-of-way have been obtained by Licensee.

6.8 Security Rules. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about Poles by any of its employees, agents or contractors who is judged a security risk. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

a. File with the Licensor upon Licensor's request, a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about Poles or Licensee's Equipment, and shall file with Licensor supplemental lists thereof whenever changes in such personnel are made.

b. Provide suitable identification for each such employee, agent and contractor referred to in (a) above.

ARTICLE 7 – TERM AND TERMINATION OF LICENSE OR ATTACHMENTS

7.1 Term. Each Application, once approved by Licensor and incorporated into this Agreement, shall be a separate Agreement for Licensee's Equipment specified in said Application, which shall continue until terminated or revoked as elsewhere provided in this Agreement. Licensee may terminate the Agreement for a particular Application by submitting an Application to remove the Equipment, in which case the termination shall be effective as of the date the Application is approved and Licensee has removed the Equipment.

7.2 Termination By Either Party. Licensor or Licensee may terminate this Agreement upon at least thirty days prior written notice to the other Party. Said termination shall not affect Applications already submitted by Licensee before the effective date of the termination. In addition, Licensor may also terminate this Agreement in whole or in part (including as to existing Pole attachments, Applications which have already been approved or which are pending), in the event of Licensee's default (see Section 9.1 below).

7.3 Revocation of Right to Use Poles. Licensor may revoke for any reason or no reason Licensee's right to use each, any, or all Poles at any time upon thirty (30) days written notice to Licensee, and Licensee shall remove Licensee's Equipment from such Poles within said thirty (30) days. Provided, however, that as long as Licensor has no contrary obligation to a local governmental authority or other third party, in the event Licensor should revoke Licensee's right to use:

(a) 30 - 59 Poles within any thirty (30) day period, Licensee shall have sixty (60) days to remove Licensee's Equipment;

(b) 60 - 90 Poles within any thirty (30) day period, then Licensee shall have one hundred twenty (120) days to remove Licensee's Equipment;

(c) If Licensee's Equipment is on more than 90 Poles, and Licensor terminates Licensee's right to use 90% or more of Poles in use by Licensee as of the beginning of a ninety (90) day period, then Licensee shall have 240 days within which to remove Licensee's Equipment.

(d) If Licensor revokes the right to use Poles under the provisions of General Order No. 69-C, Licensor shall attempt to provide Licensee with the same time periods as specified above to remove Licensee's Equipment, but Licensor need not do so if the interests of its patrons or consumers require otherwise.

7.4 Termination Because of General Order No. 69-C. Notwithstanding any provision in this Agreement to the contrary, this Agreement is subject to General Order No. 69-C of the CPUC and the right of Licensor, either itself or upon order of the CPUC, immediately upon written notice to Licensee, to terminate this Agreement or any Pole attachment whenever, in the interest of its service to its patrons or consumers, it shall appear necessary to do so. The terms of said General Order are incorporated by reference.

7.5 No Refunds / Removal of Equipment. No refunds of Annual Fees shall be due or payable for the year in which this Agreement (or any particular Application) terminates or is revoked. Licensee shall remove all of Licensee's Equipment from all Poles by the effective date of termination.

7.6 Licensee's Removal. If Licensee should fail to remove Licensee's Equipment from any Pole within the time periods allowed, Licensor may elect to do such work at Licensee's sole risk and expense. Licensee, upon demand, will reimburse Licensor for the entire expense incurred by Licensor.

7.7 Licensee's Waiver of Claims. Licensee hereby releases Licensor and holds Licensor harmless from any and all claims or actions which might arise from the interruption or discontinuance of Licensee's operation as a result of the application of this Article 7.0 or any other Section of this Agreement.

7.8 Pacific Bell's Poles. Licensor does not by the terms and conditions of this Agreement, purport to grant to Licensee any right or privilege whatever to use poles owned by Pacific Bell, even though Licensor itself, has by reason of a Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee is obligated to comply with whatever terms and conditions have been or may hereafter be established by Pacific Bell for the use of the same.

ARTICLE 8 – INDEMNITY, ENVIRONMENTAL AND INSURANCE

8.1 General Indemnity. Licensee shall indemnify and hold harmless Licensor (including its parent and affiliates) from and against any and all claims, demands, suits, causes of action, costs of defense, attorneys' fees, witness fees, including expert witness fees, penalties and all other liabilities (hereafter "Claims") for:

- (i) damage to or destruction of property of third parties;
- (ii) injury to or death of any person including, but not limited to, any employee, agent or independent contractor of Licensor or Licensee or of any third party;
- (iii) injury to or loss by Licensee's customers, any governmental entity, owner or occupant of the real property on which any Poles or Licensee's Equipment are located arising out of this Agreement, the exercise by Licensor or Licensee of any rights or remedies under this Agreement, or the breach by Licensee of any obligation or condition of this Agreement, except to the extent caused by the sole active negligence or willful misconduct of Licensor.
- (iv) any challenge to Licensor's franchise(s) or Rights-of-Way by a governmental entity or real property owner as a result of the attachment of Licensee's Equipment to Poles.

8.2 Environmental Compliance and Indemnity. Licensee shall comply with all applicable laws governing the use and occupancy of Pole(s) by Licensee and/or Licensee's Equipment including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Standards").

8.2.1 Notice of Harmful Condition. Licensee shall not create nor permit to be created nor permit to exist upon or near the Poles any non-compliance with Standards or any condition which could be alleged to create a nuisance, public, private or mixed, or to otherwise

present a threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Standard and Licensee shall notify all applicable local, state or federal agencies as required by local, state or federal regulations.

8.2.2 Cost of Remediation. Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions and/or a violations of Standards.

8.2.3 Licensee's Indemnification from Harmful Conditions. Licensee shall indemnify, defend, and hold Licensor, its employees and agents, harmless from and against any claim or lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from or relate to any actual or alleged Harmful Conditions, actual or alleged violation of Standards, or actual or alleged injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of Licensor and Licensee, which arise during Licensee's presence on, or use of, the Pole(s). Licensee expressly agrees that the indemnification, and hold harmless obligations of this paragraph are assumed by Licensee regardless of the nature of the claim or the authority or person asserting such claim, and regardless of whether such claim arises in whole or in part from the sole active negligence or alleged negligence of Licensor or otherwise. Those obligations include the obligation to pay all costs, including, but not limited to, attorneys' fees (both in-house and outside counsel), judgments, expert witness fees, and costs, including those incurred on appeal. Further, Licensee expressly agrees that the indemnification, and hold harmless obligations assumed by Licensee with regard to abatement of Harmful Conditions and violations of Standards shall survive expiration or termination of this Agreement.

8.3 Insurance. At all times during the term of this Agreement, Licensee covenants and agrees to provide and maintain insurance in at least the minimum amounts specified below with insurers rated at least "A-" or better by A.M. Best's Guide. Licensor reserves the right to make reasonable changes in the amounts and types of insurance coverage it requires of Licensee, based upon changes in the insurance industry or Licensor's or Licensee's business, changes in risk exposure, history of claims against Licensee's insurance or of indemnity claims against Licensee, changes in Licensee's financial condition, or other reasonable factors as Licensor's Risk Management department may reasonably deem appropriate. Licensee shall be given at least sixty (60) days notice of a change in insurance requirements.

8.3.1 Commercial General Liability Insurance. Licensee shall maintain coverage for bodily injury and property damage, including, without limitation, blanket contractual liability and products/completed operations, with no exclusion for explosion, collapse and underground property damage hazards. Such insurance shall provide severability of interests or a cross liability clause. In no event shall such insurance be written for limits less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

8.3.2 Workers Compensation Insurance. Licensee shall maintain Workers' Compensation insurance as required by California law, including coverage for U.S. Longshoremen's and Harborworker's Act where applicable, and All States Endorsement and Employer's Liability Insurance in limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

8.3.3 Automobile Insurance. Licensee shall maintain Commercial Automobile Liability insurance against claims for bodily injury and death or property damage covering all owned, non-owned and hired vehicles, with minimum limits of liability of \$1,000,000 combined single limit.

8.3.4 Additional Provisions. Any insurance carried in accordance with this Section with the exception of workers' compensation and employers liability shall provide that:

(i) Licensor (including its parent and affiliates) is named as an additional insured with the understanding that any obligation imposed upon the insured (including, without limitation, the duty to pay premiums or to inform customers of insurance lapses) shall be the sole obligation of Licensee and not that of any other insured;

(ii) The interests of Licensor (and its parent and affiliates) as an additional insured shall not be invalidated by any action or inaction of Licensee or any other person and shall insure Licensor (and its parent and affiliates), regardless of any breach or violation by Licensee or any other person, other than Licensor, as the case may be of any warranties, declarations or conditions contained in such policies;

(iii) Such insurance shall be primary without right of contribution of any other insurance or self insurance maintained by Licensor;

(iv) The policies will not be canceled or their limits of coverage reduced or restricted without giving Licensor at least thirty (30) days prior written notice, ten (10) days for cancellation due to non-payment of premium.

8.3.5 Evidence of Insurance. On or before the effective date of this Agreement and on each anniversary of such date, Licensee shall arrange for furnishing Licensor with certificates of insurance evidencing all required insurance. Such certification shall be executed by such insurer, or by an authorized representative of each insurer.

8.4 Surety and Payment Bonds. Upon Licensor's written request, Licensee shall, within fifteen (15) days, furnish Licensor with a bond to cover the faithful performance by Licensee of all the terms and provisions of this Agreement on its part to be performed, which shall be in the amount of at least \$50,000, or such other amount as Licensor may reasonably request. Upon Licensor's request, Licensee shall also provide a payment bond to secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended to connection with the construction and installation, operation and maintenance or existence of Licensee's Equipment pursuant to the terms of this Agreement. Any change in the terms covenants or conditions of this Agreement, with or without notice or consent of the surety or sureties, shall not release the surety on said bonds. Such bonds shall be issued by a surety company selected by the Licensee and satisfactory to Licensor; said surety company shall be one whose name is on file with the County Clerk of San Diego County as an approved and

financially sound surety company authorized to transact business in this state. Said bonds shall meet all the requirements and contain all conditions required by the laws of the State of California. The bonds shall not be subject to termination or cancellation, except on 90 days prior written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect through the life of this Agreement.

ARTICLE 9 - DEFAULT

9.1 **Default.** The appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach or default of this Agreement, if any such appointment or action continues for a period of thirty (30) days. Any purported transfer or assignment of this Agreement or any Pole attachment under it by Licensee (whether voluntarily or involuntarily) without the prior written consent of Licensor shall be a default under this Agreement. Any breach of any other material term of this Agreement which is not cured within thirty (30) days of Licensor's written notice to Licensee shall be a default under this Agreement including, but not limited to failure to, pay any Fee or other amount when due, or making an unauthorized attachment.

9.2 **Remedies.** In the event of any default hereunder, Licensee shall be liable to Licensor for all damages. Licensor, without further notice to Licensee, may immediately commence and prosecute to completion the removal of any and all of Licensee's Equipment and all costs of removal shall be recoverable by Licensor from Licensee. Removal shall be in addition to any other rights or remedies Licensor may have at law or equity. Licensor shall have no liability to Licensee for any damages Licensee may suffer directly or indirectly from any actions Licensor may take in exercising any of its remedies, including, but not limited to, those for loss of profits or claims by Licensee's customers.

ARTICLE 10 - MISCELLANEOUS

10.1 **Assignments.** Licensee shall not assign this Agreement, in whole or in part, voluntarily or involuntarily, to any other person or party without the written consent of Licensor first had and obtained. Licensee may enter into agreements with third parties regarding the use of Licensee's facilities provided that the third party does not have the right to physically alter any Pole or Licensee's Equipment.

10.2 **Waiver.** Any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or different condition or obligation.

10.3 **Notices.** Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon (a) delivery by hand or overnight courier service; (b) two business days after deposited in the U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt, to the parties as follows:

Notice to Licensee:
InSITE Solutions LLC

Attn: Mike Davis

1211 Riverside Avenue
Baltimore, MD 21230
Facsimile:410-727-3225

Notice to Licensor:
San Diego Gas & Electric Company
Attention Compliance Management (Joint Facilities)
8316 Century Park Court, CP51D
San Diego, CA 92123-1582
Facsimile: (858) 654-0321

10.4 Time Is of the Essence. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of this Agreement.

10.5 No Liens. Licensee shall keep Licensor's property, the property where the Poles are located and the Poles free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

10.6 Changes. This Agreement shall be subject to such changes or modifications as may be required by decisions or orders of the California Public Utilities Commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this Agreement shall so state. Except as stated in the previous sentence, this Agreement shall not be changed or altered other than by written agreement of the Parties.

10.7 Integration. This Agreement including all attachments incorporated by reference constitutes the complete expression of the Parties' agreement as to its subject matter and supercedes all prior or contemporaneous oral or written agreements.

10.8 Choice of Law/Venue. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed. The federal and state courts located in San Diego County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

10.9 Joint and Several Liability. If there is more than one Licensee, the liability of each shall be joint and several.

10.10 No Partnership. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty,

obligation, or liability on or with regard to either Party. All work performed by any one Party under this Agreement shall be performed as an independent contractor.

10.11 Interpretation. Section headings shall not expand, alter or limit the meaning of the text of this Agreement and are inserted for convenience only.

10.12 Exhibits and Recitals. All exhibits and recitals are incorporated by reference.

10.13 Survival. Where the context permits, the obligations of Licensee shall survive the Agreement's termination.

10.14 Attorney's Fees. If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees.

IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By: [Signature]
Its: Director Electric Distribution Service

LICENSEE

By: [Signature] Andrew Nanaa
Its: VP - CTO

HIGHLAND CARLSBAD OPERATING SUBSIDIARY

(ADELPHIA)

BASE CONTRACT

10/15/03

Caroline Winn

October 13, 2003

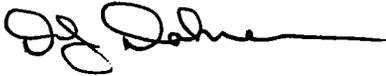
Dave Dohren

Master Pole Attachment Agreement – ~~Adelphia~~

Attached are two copies of the Master Pole Attachment Agreement for approval by Ms. Winn. This Agreement is our standard Master Pole Attachment Agreement. Legal has reviewed the Agreement and signed the "Contract Approval Sign-off Sheet."

With your approval please forward the contracts to Ms. Winn for her approval and signature on both copies of the contract. When this is completed the contracts need to be returned to Carlos Castro for final processing.

Sincerely,

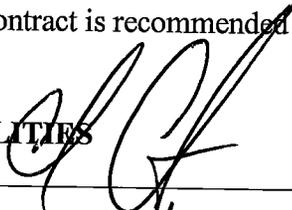
A handwritten signature in black ink, appearing to read "D. Dohren", with a long horizontal flourish extending to the right.

Dave Dohren
Manager, Distribution Asset Management

CONTRACT APPROVAL SIGN-OFF SHEET

The attached contract is recommended for approval by:

JOINT FACILITIES



Date 10/8/03

Comments: Standard Joint Pole Agreement

LEGAL

Paul Connors

Date 10/10/03

Comments:

DISTRIBUTION ASSET MANAGEMENT



Date 10/13/03

Comments:

ELECTRIC DISTRIBUTION SERVICES

Carl W.

Date 10/15/03

Comments:



Law Department

Memo

To: Carlos Castro

From: Carol Consolver 

Date: September 25, 2003

**Re: Pole Attachment Agreement between San Diego Gas & Electric Company
And Highland Carlsbad Operating Subsidiary, Inc.**

Here are two (2) copies of the pole attachment agreement executed by Lee A. Perron. Please have them signed and distribute them accordingly.

If you have any questions please call me at your convenience.

Attachment

CAC:asv

RECEIVED

SEP 25 2003

One Ferry Building, Suite 200
San Francisco, California
94111-4213
main: 415.391.4800
fax: 415.989.1663
web: www.coblentzlaw.com

Howard A. Slavitt
Direct: (415) 677-5204
Email: hslavitt@cpdb.com

C. A. CONSOLVER

September 24, 2003

9891-002

VIA FEDERAL EXPRESS

Carol Consolver, Esq.
Sempra Energy
101 Ash Street
San Diego, CA 92101-3017

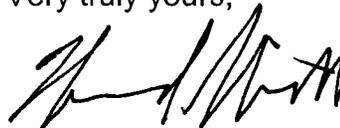
RE: Pole Attachment Agreement between San Diego Gas & Electric
Company and Highland Carlsbad Operating Subsidiary, Inc.

Dear Carol:

Enclosed are two (2) executed copies of the pole attachment agreement between San Diego Gas & Electric Company and Highland Carlsbad Operating Subsidiary, Inc..

After SDG&E executes it, please return one of the originals to me. Let me know if you have any questions.

Very truly yours,



Howard A. Slavitt

HAS/pxm
Enclosure

LICENSE AGREEMENT
(Pole Attachment – Wire Facilities)

THIS LICENSE AGREEMENT (“Agreement”), is made as of this 15th day of October, 2003, between SAN DIEGO GAS & ELECTRIC COMPANY, a California Corporation (“Licensor”) and Highland Carlsbad Operating Subsidiary, Inc., a Delaware corporation (“Licensee”). Licensor and Licensee may be referred to sometimes herein as “Party” and collectively as the “Parties.” This Agreement replaces that certain License Agreement made November 25, 1986 by Licensee’s predecessor, Daniels Cablevision, Inc. and Licensor (“First Agreement”). The First Agreement was terminated effective May 15, 2002 and this Agreement now covers all of Licensee’s Equipment attached to Licensor’s Poles pursuant to the terms of the First Agreement and will cover future Applications to attach Licensee’s Equipment to Licensor’s Poles. This Agreement is effective as of May 15, 2002 (“Effective Date”).

WHEREAS, Licensor is an electric corporation as defined in Public Utilities Code Section 218 and it distributes power throughout the County of San Diego and a portion of the County of Orange, State of California (“Service Territory”); and

WHEREAS, incident to the distribution of electric energy, Licensor has erected electric distribution and transmission poles and towers (collectively, “Poles”) within its Service Territory. Distribution Poles are defined as poles with conductors having a voltage of 12kV or less. Transmission Poles are defined as poles or towers with conductors having a voltage of 69kV or above, excluding the towers of the Southwest Power Link, which Licensor commonly refers to as “SWPL”. The Poles are (i) on the public streets, roads, highways and other public ways (collectively, “Streets”) pursuant to franchises with various cities and counties and (ii) on private property Licensor has purchased in fee or pursuant to easements it has obtained from the property owners (collectively, “Rights-of-Way”); and

WHEREAS, Licensor may have granted to other parties a right or license to use said Poles; and

WHEREAS, Licensee is either a duly franchised cable television company and/or a provider (by wire) of telecommunications services and/or a provider of information services (“Telecommunications Business”) pursuant to a Certificate of Public Convenience and Necessity (“CPCN”) from the Federal Communications Commission (“FCC”) and/or the California Public Utilities Commission (“CPUC”); and

WHEREAS, Licensee desires to use Poles as supports for cables and wires, together with associated messenger cables, guy wires, anchors and other messenger-attached appurtenances (all hereinafter called “Licensee’s Equipment” or “Equipment”) in connection with its Telecommunications Business;

NOW, THEREFORE, the following terms and conditions shall govern Licensee’s use of Licensor’s Poles for Licensee’s Equipment as Licensor may permit Licensee to use, after receipt

and approval of Licensee's Application for particular Poles. This Agreement shall be a master agreement and each individual Application, when approved, shall become a separate license incorporating by reference all the terms and conditions of this Agreement.

ARTICLE 1 – LICENSE

1.1 Licensee's Rights. Licensee's occupancy of Pole space for Licensee's Equipment and the design of its attachment shall be subject to the prior written approval of the Licensor, and its presence shall be subject to present or future occupancy of Pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain its Poles and to operate its facilities thereon in a manner necessary or convenient for its own requirements.

1.2 General. Licensor hereby grants to Licensee a non-exclusive license to use the Poles for Licensee's Equipment as designated on an Application (see 1.3 below) and approved by Licensor. Licensee's use of Licensor's Poles shall be confined to Licensee's Equipment after Licensor has given Licensee written permission to install Licensee's Equipment on specified Poles, Licensee's Equipment shall be used only for Licensee's Telecommunications Business. Nothing contained in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Pole or Poles.

1.3 Licensee's Application. Whenever Licensee desires to place Licensee's Equipment on any of Licensor's Poles, Licensee shall make written Application to Licensor for permission to do so, in the number of copies and in the form from time to time prescribed by Licensor. The current form of the Pole Attachment Application is attached hereto, marked Exhibit A. Licensor's current Structural Licensing Process has been provided separately to Licensee and is incorporated by reference, even though it is not attached to this Agreement. If the Application is approved, permission to place Licensee's Equipment described in said Application on the Pole or Poles therein identified shall be indicated by Licensor's signing the Application in the place provided for that purpose and returning one signed copy to Licensee. The Application will then become a part of this Agreement and subject to all of its terms and conditions. In the event of any conflict between terms specified in an Application and the terms of this Agreement, the terms of this Agreement shall prevail.

1.4 Responses to Requests for Access. Licensor shall respond in writing to Licensee's Pole attachment Applications as quickly as possible, which shall, except in unusual situations, be within 45 business days (from receipt of the complete Application). The response shall affirmatively state whether Licensor will grant access or, if it intends to deny access, shall state all of the reasons it is denying access. Failure to respond within 45 business days shall be deemed an acceptance of the Application and the granting of permission to place Equipment on the requested Pole(s), unless Licensor, before the expiration of the 45 days, sends Licensee written notice of how much additional time is reasonably needed to process the Application.

1.5 Installation of Equipment. Upon its receipt of the countersigned Application (or upon the expiration of the 45 business day response period if no notice of additional time needed was sent by Licensor), but not before, Licensee may install, maintain and use Licensee's Equipment as described in the Application on the Pole or Poles specified. Provided, however,

that before commencing any such installation, Licensee shall notify Licensor of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present during such installation. Licensee shall complete the installation of Licensee's Equipment on the Pole or Poles covered by each approved individual Application within 90 days of Licensee's receipt of the countersigned Application or Licensor's completion of rearrangement or other make read work, whichever is later. If Licensee fails to complete the installation of Licensee's Equipment on said Pole or Poles within the prescribed time-limit (or within such additional time as Licensor may agree to in writing), the permission granted by Licensor in the signed Application to place Licensee's Equipment on said Pole(s) shall be automatically revoked. Licensee shall apply again for permission to attach Licensee's Equipment to the Poles.

1.6 Unauthorized Equipment. Licensee shall not have the right to place, and it shall not place, any Equipment on any Pole without first making Application therefore and receiving permission to do so from Licensor as set forth above. Licensee shall not add any Equipment to any Pole or change the position of any Equipment on any Pole without Licensor's prior written approval. If Licensee places additional Equipment on an approved Pole, any Equipment on a non-approved Pole, or changes the position of Licensee's Equipment on an approved Pole, Licensor shall have the right to charge Licensee a one-time fee of Five Hundred Dollars (\$500.00) per Pole on which Licensee has made the unauthorized attachment. This fee is the Parties' reasonable estimate of the damages to Licensor because of the unauthorized attachment and shall be in addition to any fee usually charged by Licensor to determine whether to permit the attachment and the Annual Fee (as hereafter described). If Licensor determines it cannot permit the attachment, Licensee shall remove the Equipment within a reasonable amount of time as specified in Licensor's written notice. If Licensee fails to remove the unauthorized Equipment as required, Licensor may (but is not required to) remove it, at Licensee's sole cost and expense, and Licensee shall not be liable for damages to Licensee's Equipment nor for any interruption in service occasioned by Licensor's removal.

1.7 No Obligation to Maintain Poles. Nothing contained in this Agreement shall obligate Licensor to maintain its Poles or any of them in existence for a period of time longer than the same are convenient or necessary for Licensor's own service requirements. If Licensor determines that it no longer needs to maintain a Pole, Licensor may provide notice to Licensee in accordance with Section 7.3 below that Licensee's right to use such Pole is revoked.

ARTICLE 2 - SPACE

2.1 Insufficient Space. In the event that Licensee desires to use a Pole on which there is not adequate space for Licensee's Equipment, Licensor will so indicate on the Application, and if feasible Licensor shall state the necessary changes and the estimated cost thereof in order to accommodate Licensee's Equipment. If Licensee still desires to use said Pole or any Pole erected by way of replacement of an existing Pole and returns the Application marked to so indicate, Licensor will replace such Pole with a longer Pole and/or rearrange the facilities on such Pole. Provided that, Licensor may require Licensee to pay, in advance, to Licensor and any other party using said Pole by reason of a joint pole agreement or otherwise, the estimated cost to

be incurred by each of them of transferring to the new Pole all equipment supported by the existing Pole, plus the installed cost of the new Pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less allowance for depreciation included with respect to the Pole removed and/or the estimated cost of such rearrangement of facilities. Licensee shall be responsible for Licensor's actual cost of this work. If the actual cost is greater than the estimated cost paid by Licensee to Licensor, Licensee shall pay the additional amount invoiced within thirty (30) days. If the actual cost is less than the estimated payment, Licensor shall refund the difference to Licensee without interest. It shall be Licensee's responsibility to make the appropriate arrangements with any other party who has equipment attached to the Pole.

2.2 Time for Completion. Licensor shall use reasonable efforts to complete the work described above in paragraph 2.1, and any other rearrangement or make ready work, within 30 business days of receipt of advance payment by Licensee of the estimated cost of the work. If the work involves more than 500 poles or 5 miles of conduit, the parties may negotiate a mutually satisfactory longer time frame.

2.3 Rearrangement of Equipment. In the event that, in Licensor's judgment, Licensee's existing Equipment on any Pole renders inadequate the space for the placement or use of any facilities thereon required by Licensor, and if said facilities could be placed on said Pole by removing or rearranging Licensee's Equipment, Licensor may notify the Licensee of the removal or rearrangement required in order to permit the placement of Licensor's facilities as aforesaid, and to continue the accommodation of Licensee's Equipment, together with an estimate of the cost of making any such changes. If Licensee desires to continue to maintain its Equipment on said Pole, or such replacement Pole and so notifies Licensor, Licensor will make such Pole replacement, if required, and will request the other of the aforesaid parties then maintaining facilities upon such Pole to make such rearrangements or transfers of said existing facilities. The same shall be done at the risk and expense of Licensee and Licensee will, on demand, pay Licensor for the expense incurred. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said Pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise. If Licensee does not notify Licensor within thirty (30) days, Licensee shall remove its Equipment from such Pole within thirty (30) days from such notification from Licensor.

ARTICLE 3 – MINIMIZATION OF NUMBER OF POLES

3.1 Licensee's Notification of Intent to Erect Poles of Its Own. In order to keep the number of poles in the Service Territory to a practical minimum, Licensee agrees that before erecting any pole of its own in Licensor's Service Territory Licensee shall inform Licensor in writing of its intent to do so at least 90 days before doing so, and agrees that, if Licensor itself wishes to place a Pole in such location, Licensee shall negotiate in good faith with Licensor to determine whether the parties' are able to agree to terms such that Licensor shall itself erect a Pole that will accommodate Licensee's Equipment. Until receipt of a written notice from Licensor that it does not wish to place a Pole in the sought after location or until expiration of the

ninety (90) day period, Licensee will not erect any poles of its own within Licensor's Service Territory. Notwithstanding anything herein to the contrary, in no event shall Licensee's poles be erected within 300 feet of any Licensor-owned pole.

3.2 Replacement of Licensee's Pole. If Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this Agreement and Licensor desires to place and maintain a Pole or Poles of its own in or near the location of Licensee's pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. Said notice shall designate the pole or poles to be removed and replaced. After said thirty (30) day period, Licensor may replace Licensee's pole or poles with its own Pole or Poles. Upon such replacement, Licensee's use of Licensor's Pole or Poles shall be governed by all of the terms and conditions hereof; provided, however, no Annual Fee shall be applicable to Poles erected as replacement pursuant to the terms of this paragraph. Licensor shall bear the cost of removal and replacement of said Poles and of the relocation of Licensee's Equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

ARTICLE 4 – REMOVAL OR TRANSFER OF POLES AND ATTACHMENTS

4.1 Licensor's Replacement of Poles. Licensee shall, at its sole risk and expense, upon request of Licensor, relocate, replace or renew Licensee's Equipment and transfer it to Poles erected by way of replacement of existing Poles, and perform any other work in connection with said Equipment that may be required by Licensor; provided, however, that in cases of emergency, or if Licensee does not perform the work within 60 days, Licensor may, at Licensee's sole risk and expense relocate, replace or renew said Equipment, transfer it to Poles erected by the way of replacing existing Poles and perform any other work in connection with said Equipment that may be required in the maintenance, replacement, removal or relocation of said Poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said Pole or of facilities thereon and the Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred. Licensor need not do so, however, and Licensee shall be responsible to Licensor for all damages caused Licensor by the delay.

4.2 Licensee's Removal of Equipment. Licensee may at any time remove its Equipment from any of the Poles, and, in each such case, Licensee shall give Licensor prior written notice of such removal by submitting an Application stating the Equipment to be removed and, if applicable, the new Pole desired. Removal of Licensee's Equipment from any Pole within the time period specified in the Application or failure to install further approved Equipment on a new Pole within sixty (60) days from the date of Licensor's approval of the Application shall constitute a termination of Licensee's right to use such Pole; provided, however, that this provision shall be inapplicable if Licensee's right to use the Pole would otherwise be sooner terminated by reason of the operation of some other provision of this Agreement. As an alternative, Licensor may itself perform the removal at Licensee's cost.

4.3 Limitation of Damages. Licensor shall not be liable to Licensee for any damage to Licensee's Equipment or for any interruption in Licensee's use of the Equipment arising in any manner from the use by Licensor of its Poles and the facilities owned by Licensor, except in the case of Licensor's sole negligence or willful misconduct. Licensor shall not be liable to Licensee for any damage to Licensee's Equipment caused by any other attacher, whether the attachment has been permitted by Licensor or not. Licensor shall not be liable, whether in contract, tort, strict liability or otherwise for any special, incidental, indirect or consequential damages, including, but not limited to, interruption of Licensee's service or interference with the operation of Licensee's Equipment.

ARTICLE 5 - FEES

5.1 Contract Administration Fee. Commencing January 1 (following the Effective Date) of each year during the term of this Agreement, Licensee shall pay Licensor the sum of Three Hundred Dollars (\$300.00) as a Contract Administration Fee. The Contract Administration Fee shall be for the preceding calendar year and there shall be no proration of the Fee, regardless of the Agreement's Effective Date. Provided however, that such Contract Administration Fee for the calendar year 2002, invoiced in January 2003, shall be \$100 (per the First Agreement). Payment shall be due and payable within sixty (60) days after Licensor's invoices.

5.2 Annual Fee. In January following the Effective Date, Licensor shall invoice Licensee for Annual Fees (described below) due for the preceding calendar year. During January of each succeeding year, Licensor shall invoice Licensee Annual Fees, described below, for each Pole to which Licensee's Equipment is attached. Payment for each Pole to which Licensee's Equipment is attached during a calendar year shall be prorated at one-twelfth (1/12) of the Annual Fee amount based on the number of whole months remaining during the calendar year. Annual Fees shall be paid within sixty (60) days after presentation of Licensor's invoice. There shall be three separate types of Annual Fee: one for distribution Poles; one for transmission Poles in the Streets, and one for transmission Poles in Rights-of-Way.

5.2.1 Distribution Pole Annual Fee. The Annual Fee for attachments to distribution Poles, on the date of execution of this Agreement, is \$5.86 per Pole per year. The Annual Fee for distribution Poles is the same, whether the Poles are located in Streets or in Rights-of-Way.

5.2.2 Franchise Transmission Pole Annual Fee. The Annual Fee for attachments to transmission Poles in the Streets, on the date of execution of this Agreement, is \$16 per Pole per year.

5.2.3 Right-of-Way Transmission Pole Annual Fee. The Annual Fee for attachments to wood and steel transmission Poles in Rights-of-Way on the date of execution of this Agreement, is \$22.12 and \$278.97 per wood and steel Pole respectively, per year, which was set by the California Public Utilities Commission's ("CPUC") ruling in Case No. 00-09-025.

5.2.4 Existing Pole Attachments. Nothing herein shall be construed as Licensor's approval of any previously made un-authorized attachments or to prevent Licensor from exercising the remedies under this Agreement as a result of un-authorized attachments.

5.3 Payment and Late Charge. Licensee shall pay all invoices within sixty (60) days. Amounts not paid shall be subject to late charge of 5% and shall bear interest at the rate of 10% per annum until paid.

5.4 Change in Fees. Licensor may increase any or all of the fees specified in this Article not more often than once a year, in accordance with the methodology of California Public Utilities Code Section 767.5 and decisions of the CPUC, upon no less than sixty (60) days prior written notice to Licensee. Annual Fees for Licensee's Equipment already attached to Poles shall be effective the first day of the following calendar year. If such changed Contract Administration Fee or Annual Fee is not acceptable to Licensee, Licensee may terminate this Agreement as elsewhere provided herein and remove its Licensee's Equipment from the Poles, or, Licensee shall pay the prior year's Fees to Licensor and the Parties shall submit the matter to the CPUC for resolution (using the CPUC's dispute resolution procedures or any other appropriate method).

5.5 Proration of Fees. Licensee shall not be entitled to a refund or proration of any Contract Administration Fee in the event of termination for any reason. In the event the Agreement is terminated in its entirety, the Annual Fees for the year of termination may be invoiced immediately by Licensor and shall be due and payable within thirty (30) days after presentation of Licensor's invoice. Except for termination or revocation for cause, Annual Fees due for the year in which this Agreement (or any particular Application) terminates or is revoked shall be prorated.

ARTICLE 6 – SAFETY AND PERMITS

6.1 Compliance with All Rules, Laws and Licensor's Specifications. Licensee shall, at its own sole risk and expense, place and maintain Licensee's Equipment on Poles (i) in a safe condition and in good repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said Poles by Licensor or others using said Poles, or with the working use of facilities of Licensor or others on or from time to time placed on said Poles, (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe in its Structural Licensing Process publication, and, (iv) in conformity with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing, General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

6.2 Licensor No Liability for Licensee's Noncompliance. Licensor's approval of Applications is not to be construed as assurance by Licensor that Licensee's Equipment as installed or maintained will comply with the requirements of General Order No. 95 and

applicable laws. Licensor assumes no responsibility or liability for any failure by Licensee to comply with the requirements set forth in Section 6.1.

6.3 Guys and Anchors.

6.3.1 Not Coincident. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of Licensee's Equipment on said Poles in the cases where Licensee's anchorage requirements are not coincident with those of Licensor. In those cases where existing guys and anchors are inadequate to support Licensee's strains, and separate guys and anchors are not desired, or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said Poles, or any of them, resulting from the placing of additional facilities on said Poles and said guys and anchors would have been adequate to hold the additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

6.3.2 Coincident. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's Equipment and of Licensor's facilities on said Poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgment such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its Equipment on said Poles.

6.3.3 Strains. The term "strains" as herein used shall mean the forces created by the failure of a Pole and its facilities located thereon to maintain its static equilibrium.

6.4 Licensee's Duty of Care. Licensee shall exercise special precautions to avoid causing damage to the facilities of Licensor and others on the Poles, and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

6.5 Licensor's Inspection. Licensor shall have the right to inspect each new installation of Licensee's Equipment on and in the vicinity of the Poles and to make inspections, thereafter at any time. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability under this Agreement.

6.6 Workers. All work done on or about the Poles or for Licensee in connection with the installation, operation and maintenance of Licensee's Equipment shall be performed by workers qualified to perform such work, and Licensee shall be solely liable for any and all damage, injury, or death resulting from the acts or omissions of Licensee, its employees, agents or contractors.

6.7 Permits. Licensee shall obtain all necessary franchises, permits, licenses and rights-of-way for the erection, operation and maintenance of Licensee's Equipment over, along, across, on, through and under the Streets and Rights-of-Way. Upon Licensor's request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements. This Agreement provides a right to use the Poles themselves to support Licensee's Equipment, after the necessary franchises, permits, licenses and/or and rights-of-way have been obtained by Licensee. Licensor makes no warranty, express or implied, that Licensor is granting Licensee any legal rights to install its facilities on public or private property, other than for the use of Licensor's Poles once all necessary franchises, permits, licenses and/or rights-of-way have been obtained by Licensee.

6.8 Security Rules. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about Poles by any of its employees, agents or contractors who is judged a security risk. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

a. File with the Licensor upon Licensor's request, a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about Poles or Licensee's Equipment, and shall file with Licensor supplemental lists thereof whenever changes in such personnel are made.

b. Provide suitable identification for each such employee, agent and contractor referred to in (a) above.

ARTICLE 7 – TERM AND TERMINATION OF LICENSE OR ATTACHMENTS

7.1 Term. Each Application, once approved by Licensor and incorporated into this Agreement, shall be a separate Agreement for Licensee's Equipment specified in said Application, which shall continue until terminated or revoked as elsewhere provided in this Agreement. Licensee may terminate the Agreement for a particular Application by submitting an Application to remove the Equipment, in which case the termination shall be effective as of the date the Application is approved and Licensee has removed the Equipment.

7.2 Termination By Either Party. Licensor or Licensee may terminate this Agreement upon at least thirty days prior written notice to the other Party. Said termination shall not affect existing Pole attachments or Applications already submitted by Licensee before the effective date of the termination. In addition, Licensor may also terminate this Agreement in whole or in part (including as to existing Pole attachments, Applications which have already been approved or which are pending), in the event of Licensee's default (see Section 9.1 below).

7.3 Revocation of Right to Use Poles. Licensor may revoke for any reason or no reason Licensee's right to use each, any, or all Poles at any time upon sixty (60) days written notice to Licensee, and Licensee shall remove Licensee's Equipment from such Poles within said sixty (60) days. Provided, however, that as long as Licensor has no contrary obligation to a local

governmental authority or other third party, in the event Licensor should revoke Licensee's right to use:

(a) 30 - 59 Poles within any thirty (30) day period, Licensee shall have ninety (90) days to remove Licensee's Equipment;

(b) 60 - 90 Poles within any thirty (30) day period, then Licensee shall have one hundred twenty (120) days to remove Licensee's Equipment;

(c) If Licensee's Equipment is on more than 90 Poles, and Licensor terminates Licensee's right to use 90% or more of Poles in use by Licensee as of the beginning of a ninety (90) day period, then Licensee shall have 240 days within which to remove Licensee's Equipment.

(d) If Licensor revokes the right to use Poles under the provisions of General Order No. 69-C, Licensor shall attempt to provide Licensee with the same time periods as specified above to remove Licensee's Equipment, but Licensor need not do so if the interests of its patrons or consumers require otherwise.

7.4 Termination Because of General Order No. 69-C. Notwithstanding any provision in this Agreement to the contrary, this Agreement is subject to General Order No. 69-C of the CPUC and the right of Licensor, either itself or upon order of the CPUC, immediately upon written notice to Licensee, to terminate this Agreement or any Pole attachment whenever, in the interest of its service to its patrons or consumers, it shall appear necessary to do so. The terms of said General Order are incorporated by reference.

7.5 Removal of Equipment. Licensee shall remove all of Licensee's Equipment from all Poles by the effective date of termination.

7.6 Licensor's Removal. If Licensee should fail to remove Licensee's Equipment from any Pole within the time periods allowed, Licensor may elect to do such work at Licensee's sole risk and expense. Licensee, upon demand, will reimburse Licensor for the entire expense incurred by Licensor.

7.7 Licensee's Waiver of Claims. Licensee hereby releases Licensor and holds Licensor harmless from any and all claims or actions which might arise from the interruption or discontinuance of Licensee's operation as a result of the application of this Article 7.0 or any other Section of this Agreement.

7.8 Pacific Bell's Poles. Licensor does not by the terms and conditions of this Agreement, purport to grant to Licensee any right or privilege whatever to use poles owned by Pacific Bell, even though Licensor itself, has by reason of a Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee is obligated to comply with whatever terms and conditions have been or may hereafter be established by Pacific Bell for the use of the same.

ARTICLE 8 – INDEMNITY, ENVIRONMENTAL AND INSURANCE

8.1 **General Indemnity.** Except to the extent caused by the sole negligence or willful misconduct of Licensor, Licensee shall indemnify and hold harmless Licensor (including its parent and affiliates) from and against any and all claims, demands, suits, causes of action, costs of defense, attorneys' fees, witness fees, including expert witness fees, penalties and all other liabilities (hereafter "Claims") for:

- (i) damage to or destruction of property of third parties;
- (ii) injury to or death of any person including, but not limited to, any employee, agent or independent contractor of Licensor or Licensee or of any third party;
- (iii) injury to or loss by Licensee's customers, any governmental entity, owner or occupant of the real property on which any Poles or Licensee's Equipment are located arising out of this Agreement, the exercise by Licensor or Licensee of any rights or remedies under this Agreement, or the breach by Licensee of any obligation or condition of this Agreement.

Licensee shall also defend and indemnify Licensor if its franchise or other rights to use the real property are challenged as a result of Licensee's use of or attachment to Licensor's Pole.

8.2 **Environmental Compliance and Indemnity.** Licensee shall comply with all applicable laws governing the use and occupancy of Pole(s) by Licensee and/or Licensee's Equipment including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Standards").

8.2.1 **Notice of Harmful Condition.** Licensee shall not create nor permit to be created nor permit to exist upon or near the Poles any non-compliance with Standards or any condition which could be alleged to create a nuisance, public, private or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Standard and Licensee shall notify all applicable local, state or federal agencies as required by local, state or federal regulations.

8.2.2 **Cost of Remediation.** Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions and/or a violations of Standards.

8.2.3 **Licensee's Indemnification from Harmful Conditions.** Licensee shall indemnify, defend, and hold Licensor, its employees and agents, harmless from and against any claim or lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from or relate to any actual or alleged Harmful Conditions, actual or alleged violation of Standards, or actual or alleged injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of Licensor and Licensee, which

arise during Licensee's presence on, or use of, the Pole(s). Licensee expressly agrees that the indemnification, and hold harmless obligations of this paragraph are assumed by Licensee regardless of the nature of the claim or the authority or person asserting such claim, unless such claim arises from the sole negligence or willful misconduct of Licensor. Those obligations include the obligation to pay all costs, including, but not limited to, attorneys' fees (both in-house and outside counsel), judgments, expert witness fees, and costs, including those incurred on appeal. Further, Licensee expressly agrees that the indemnification, and hold harmless obligations assumed by Licensee with regard to abatement of Harmful Conditions and violations of Standards shall survive expiration or termination of this Agreement.

8.3 Insurance. At all times during the term of this Agreement, Licensee covenants and agrees to provide and maintain insurance in at least the minimum amounts specified below with insurers rated at least "A-" or better by A.M. Best's Guide. Licensor reserves the right to make reasonable changes in the amounts and types of insurance coverage it requires of Licensee, based upon changes in the insurance industry or Licensor's or Licensee's business, changes in risk exposure, history of claims against Licensee's insurance or of indemnity claims against Licensee, changes in Licensee's financial condition, or other reasonable factors as Licensor's Risk Management department may reasonably deem appropriate. Licensee shall be given at least one hundred eighty (180) days notice of a change in insurance requirements.

8.3.1 Commercial General Liability Insurance. Licensee shall maintain coverage for bodily injury and property damage, including, without limitation, blanket contractual liability and products/completed operations, with no exclusion for explosion, collapse and underground property damage hazards. Such insurance shall provide severability of interests or a cross liability clause. In no event shall such insurance be written for limits less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

8.3.2 Workers Compensation Insurance. Licensee shall maintain Workers' Compensation insurance as required by California law, including coverage for U.S. Longshoremen's and Harborworker's Act where applicable, in all states in which it is operating, and Employer's Liability Insurance in limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

8.3.3 Automobile Insurance. Licensee shall maintain Commercial Automobile Liability insurance against claims for bodily injury and death or property damage covering all owned, non-owned and hired vehicles, with minimum limits of liability of \$1,000,000 combined single limit.

8.3.4 Additional Provisions. Any insurance carried in accordance with this Section with the exception of workers' compensation and employers liability shall provide that:

(i) Licensor (including its parent and affiliates) is named as an additional insured with the understanding that any obligation imposed upon the insured (including, without limitation, the duty to pay premiums or to inform customers of insurance lapses) shall be the sole obligation of Licensee and not that of any other insured;

(ii) The interests of Licensor (and its parent and affiliates) as an additional insured shall not be invalidated by any action or inaction of Licensee or any other person and shall insure Licensor (and its parent and affiliates), regardless of any breach or violation by Licensee or any other person, other than Licensor, as the case may be of any warranties, declarations or conditions contained in such policies;

(iii) Such insurance shall be primary without right of contribution of any other insurance or self insurance maintained by Licensor;

(iv) The policies will not be canceled or their limits of coverage reduced or restricted without giving Licensor at least thirty (30) days prior written notice, ten (10) days for cancellation due to non-payment of premium.

8.3.5 Evidence of Insurance. On or before the effective date of this Agreement and on each anniversary of such date, Licensee shall arrange for furnishing Licensor with certificates of insurance evidencing all required insurance. Such certification shall be executed by such insurer, or by an authorized representative of each insurer.

8.4 Performance and Payment Bonds. Upon Licensor's written request, Licensee shall, within fifteen (15) business days, furnish Licensor with a 100% performance bond to cover the faithful performance by Licensee of all the terms and provisions of this Agreement on its part to be performed, and a 100% labor and material payment bond to secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended in connection with the construction and installation, operation and maintenance or existence of Licensee's Equipment pursuant to the terms of this Agreement, both on bond forms acceptable to Licensor, in the amount of \$50,000. Any change in the terms, covenants, or conditions of this Agreement, with or without notice or consent of the surety or sureties, shall not release the surety on said bonds. Such bonds shall be issued by a surety company acceptable to Licensor. The bonds should be issued by a surety admitted in the State of California and must be listed in the U.S. Department of Treasury Circular 570 and have a treasury limit in excess of the bond amount. In addition, the surety company must have a rating of "A-8" or better from A.M. Best. Said bonds shall meet all the requirements and contain all conditions required by the laws of the State of California. The bonds shall not be subject to termination or cancellation, except on 90 days prior written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect through the life of this Agreement.

ARTICLE 9 - DEFAULT

9.1 Default. The appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach or default of this Agreement, if any such appointment or action continues for a period of thirty (30) days. Notwithstanding the foregoing, the parties acknowledge that Adelphia, Licensee's parent company, filed for voluntary bankruptcy in the Southern District of New York on June 25, 2002 and that such filing shall not constitute a default under this or any other section of this Agreement. Any breach of any other material term of this Agreement which is not cured within thirty (30) days of Licensor's written notice to Licensee shall be a default

under this Agreement including, but not limited to failure to, pay any Fee or other amount when due, or making an unauthorized attachment.

9.2 Remedies. In the event of any default hereunder, Licensee shall be liable to Licensor for all damages. Licensor, without further notice to Licensee, may immediately commence and prosecute to completion the removal of any and all of Licensee's Equipment and all costs of removal shall be recoverable by Licensor from Licensee. Removal shall be in addition to any other rights or remedies Licensor may have at law or equity. Licensor shall have no liability to Licensee for any damages Licensee may suffer directly or indirectly from any actions Licensor may take in exercising any of its remedies, including, but not limited to, those for loss of profits or claims by Licensee's customers.

ARTICLE 10 - MISCELLANEOUS

10.1 Assignments. Licensee shall not assign this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld. Provided, however, that an involuntary assignment, an assignment by operation of law or an assignment to a party who acquires all or substantially all of Licensee's assets may be made upon notice to Licensor. In the event of such an assignment, as conditions to its effectiveness, Licensor may require that any defaults under the Agreement be cured and that the assignee execute an agreement to be bound by all the terms and conditions of the Agreement, in form and substance acceptable to Licensor. Licensee may enter into agreements with third parties regarding the use of Licensee's facilities provided that the third party does not have the right to physically alter any Pole or Licensee's Equipment.

10.2 Waiver. Any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or different condition or obligation.

10.3 Notices. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon (a) delivery by hand or overnight courier service; (b) two business days after deposited in the U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt, to the parties as follows:

Notice to Licensee:

MICHAEL'S CABLES AND OPERATING SUBSIDIARY, INC
6320 CAMDEN AVE #1300
WOODLAND HILLS CA 91367
Facsimile: *818 887 384*

Notice to Licensor:

San Diego Gas & Electric Company
Attention Compliance Management (Joint Facilities)
8316 Century Park Court, CP51D
San Diego, CA 92123-1582

Facsimile: (858) 654-0321

10.4 Time Is of the Essence. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of this Agreement.

10.5 No Liens. Licensee shall keep Licensor's property, the property where the Poles are located and the Poles free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

10.6 Changes. This Agreement shall be subject to such changes or modifications as may be required by decisions or orders of the California Public Utilities Commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this Agreement shall so state. Except as stated in the previous sentence, this Agreement shall not be changed or altered other than by written agreement of the Parties.

10.7 Integration. This Agreement including all attachments incorporated by reference constitutes the complete expression of the Parties' agreement as to its subject matter and supercedes all prior or contemporaneous oral or written agreements.

10.8 Choice of Law/Venue. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed. The federal and state courts located in San Diego County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

10.9 Joint and Several Liability. If there is more than one Licensee, the liability of each shall be joint and several.

10.10 No Partnership. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. All work performed by any one Party under this Agreement shall be performed as an independent contractor.

10.11 Interpretation. Section headings shall not expand, alter or limit the meaning of the text of this Agreement and are inserted for convenience only.

10.12 Exhibits and Recitals. All exhibits and recitals are incorporated by reference.

10.13 Survival. Where the context permits, the obligations of Licensee shall survive the Agreement's termination.

10.14 Attorney's Fees. If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable

attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees.

IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By: Carol [Signature] (CPE)
Its: Director - Electric Distribution Services

LICENSEE

By: [Signature] LEE A. PERRON
Its: SENIOR VICE PRESIDENT

POLE ATTACHMENT APPLICATION



A Semptra Energy company

APPLICATION FOR:

- POLE ATTACHMENT
REMOVE ATTACHMENT
ALTER EXISTING ATTACHMENT

REQUESTED BY (LICENSEE):

Company
Mailing Address
City State Zip
Phone
Company Code (ID Tag)

MAIL TO: San Diego Gas & Electric Company
Attn: Distribution Asset Management
8316 Century Park Court
Suite CP51D
San Diego, CA 92123-1582

INFORMATION

APPLICATION NUMBER (Licensee)

DPSS NO. (SDG&E)

FACILITY USE: CATV Telephone Telecom Other

TYPE OF ATTACHMENT: DIA. LBS. TENSION
Fiber Optic Cable
Coaxial Cable
Twisted Pair Copper
Equipment Over-lashing Yes No

POLE INFORMATION:
Distribution Poles
Transmission Poles
Poles in Franchise Position
Poles in Private Property (Right-of-Ways)

LICENSEE AGREES TO COMPLY WITH TERMS AND CONDITIONS OF THE ORIGINAL LICENSE AGREEMENT AND THE FOLLOWING APPLICATION REQUIREMENTS:

- 1. Limit the number of Poles applied for per application to 50 or less.
2. Billing will commence upon Licensor's date of Application approval.
3. Written notification of Pole attachment cancellations will be accepted up to 60 days from the Licensor's date of Application approval.
4. There will be no reimbursement for Pole attachments cancelled beyond 60 days from the Licensor's date of Application approval.
5. Construction must start within 90 days if no specific date is assigned in writing with returned approved Application.
6. Feasibility review fees and engineering review fees where applicable are due and payable before final attachment approvals.
7. Do not attach to Power Anchor.

In accordance with the terms of the License Agreement dated, 20, covering the use of your Poles located within the County of, State of California, we hereby request permission to attach, remove or alter certain equipment on certain Poles, all as more particularly described and delineated on the Pole list on the reverse side of this form and the attached layout map. This Application is for poles. When approved by you, the Licensee's Equipment covered by this Application shall be a separate license incorporating by reference all of the terms and conditions of the License Agreement, including the terms below in the Permission for Pole Attachment section.

*Licensee in all cases will be responsible for making its own arrangement with other pole users for performance and billing of make ready work. Permission to attach may be withheld or delayed for failure to complete make ready work.

DATED, 20

LICENSEE SIGNATURE
TITLE

APPLICATION ROUTING FOR ATTACHMENT REVIEW:

Application forwarded to: Date: SDG&E Re-Arrangement Work Required: YES (See Reverse) NO
Assigned to: Date:
Attachment Review Approval: Date:
Routing completed by: (Forward to Distribution Asset Management, CP-51D for final application approval)

PERMISSION FOR POLE ATTACHMENT

Permission is hereby granted to Licensee to attach the Licensee's Equipment listed on this Application to Poles identified by this Application. As provided by the License Agreement, Licensee agrees to obtain all required franchises, permits or rights-of-way from the local governmental entity and real property owner and agrees to construct in compliance with G.O. 95 and all applicable General Order, national codes, and laws. Construction must be started within 90 days of final Application approval date. Application attachment approval may be revoked if construction is not complete within 6 months of final Application approval. Any questions you may have concerning Application approval should be directed to phone number

Verification of Completion: Completed by: YES NO Date:

DATE, 20 Final Approval Date SIGNATURE Distribution Asset Management/Joint Utilities

POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction/Engineering Contact: _____

Application No. _____

Phone No.: _____

DPSS No. _____

Includes: Work Ready Form, Drawing

Thomas Brothers _____

DFIS Map# _____

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 1 | | | |
| 2 | | | |
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| 25 | | | |

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 26 | | | |
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| 28 | | | |
| 29 | | | |
| 30 | | | |
| 31 | | | |
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PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



June 15, 2005

Advice Letter 1697-E

J. Steve Rahon, Director
Tariffs and Regulatory Accounts
San Diego Gas and Electric
8330 Century Park Court, CP32C
San Diego, CA 92123-1548

Subject: Contract information for access to support structures

Dear Mr. Rahon:

Advice Letter 1697-E is effective June 24, 2005. A copy of the advice filing and is included herewith for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean H. Gallagher".

Sean H. Gallagher, Director
Energy Division



J. Steve Rahon
Director
Tariffs & Regulatory Accounts
8330 Century Park Court
San Diego, CA 92123-1548

Tel: 858.654.1773
Fax: 858.654.1788
srahon@semprautilities.com

May 25, 2005

ADVICE LETTER 1697-E

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

SUBJECT: INFORMATIONAL ADVICE LETTER

Contract Information for Access to Support Structures, Pursuant to Decision
98-10-058, Appendix A, Rule VI

PURPOSE

San Diego Gas & Electric Company (SDG&E) hereby submits to the California Public Utilities Commission (Commission), for informational purposes, the attached executed joint pole agreements in accordance with Commission Decision (D.) 98-10-058, dated October 22, 1998, in OIR 95-04-043 and OII 95-04-044, Rule VI, (at Appendix A) and D.00-03-055 which modified D.98-10-058.

BACKGROUND

On October 22, 1998, the Commission issued D.98-10-058, which contained rules that govern the access of telecommunications carriers and cable television companies to public utility rights-of-way and support structures. The rules, as stated in Rule 1 A, are to be applied as guidelines by parties in negotiating rights-of-way access agreements with SDG&E.

In accordance with General Order 96-A and D.98-10-058, Appendix A, Rule VI, Section C "CONTRACTS", the Commission ordered utilities, including SDG&E, to file signed copies of its executed joint pole agreements with any telecommunications carriers, or cable TV companies. Copies of these agreements are available for full public inspection and are being extended on a nondiscriminatory basis to all other similarly situated telecommunications carriers or cable TV companies.

Pursuant to Rule VI of D.98-10-058, SDG&E is filing five separate license agreements negotiated with Sprint PCS Assets, LLC (Attachment A), Pacific Bell Wireless, LLC (Attachment B), NextG Networks of California Inc. (Attachment C), InSITE Solutions, LLC (Attachment D) and Pacific Bell Telephone Company (Attachment E).

This filing will not create any deviations from SDG&E's tariffs, cause withdrawals of service from any present customers, or impose any more or less restrictive conditions.

PROTEST

Anyone may protest this advice letter to the California Public Utilities Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and received within 20 days of the date this advice letter was filed with the Commission. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Copies should also be sent via e-mail to the attention of both Jerry Royer (jrr@cpuc.ca.gov) and Honesto Gatchallian (jnj@cpuc.ca.gov) of the Energy Division. It is also requested that a copy of the protest be sent via electronic mail and facsimile to SDG&E on the same date it is mailed or delivered to the Commission (at the addresses shown below).

Attn: Monica Wiggins
Regulatory Tariff Manager
8330 Century Park Court, Room 32C
San Diego, CA 92123-1548
Facsimile No. (858) 654-1788
E-Mail: mwiggin@SempraUtilities.com

EFFECTIVE DATE

SDG&E respectfully requests that this advice letter become effective on the 30th calendar day after the date filed, which is June 24, 2005.

NOTICE

A copy of this filing has been provided to the utilities and interested parties shown on the attached list, including interested parties in R.95-04-043 and I.95-04-044, either electronically or via the U.S. mail, properly stamped and addressed. Copies of this filing are also being provided to Sprint PCS Assets, LLC, Pacific Bell Wireless, LLC, NextG Networks of California Inc., Insite Solutions, LLC and Pacific Bell Telephone Company.

Address changes should be directed to Bertha Blas by facsimile at (858) 654-1788 or by e-mail at BBlas@SempraUtilities.com.

J. STEVE RAHON
Director—Tariffs & Regulatory Accounts

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SAN DIEGO GAS & ELECTRIC**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Lou Roubitchek

Phone #: (858) 654-1758

E-mail: LRoubitchek@SempraUtilities.Com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 1697-E

Subject of AL: Informational Advice Letter - Contract Information for Access to Support Structures Pursuant to Decision 98-10-058, Appendix A, Rule VI

Keywords (choose from CPUC listing): Agreements, Compliance

AL filing type: Monthly Quarterly Annual One-Time Other As Needed

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

D.98-10-058

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL N/A

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

Resolution Required? Yes No

Requested effective date: 6/24/05

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

San Diego Gas & Electric

Attention: Monica Wiggins

8330 Century Park Ct, Room 32C

San Diego, CA 92123

mwiggin@semprautilities.com

¹ Discuss in AL if more space is needed.

General Order No. 96-A, Sec. III. G.
ADVICE LETTER FILING MAILING LIST

cc: (w/enclosures)

PUBLIC UTILITIES COMMISSION

William Ahern – Exec. Dir.

ORA

R. Birdsell, Dir.
W. Gibson
J. Grieg
L. Maack
D. Morse
M. Pocta
W. Scott

Energy Division

F. Fua
D. Lafrenz

CA. ENERGY COMMISSION

Gail Budin-Gordon
F. DeLeon
R. Tavares
B. Wood

Advantage Energy, LLC (U.S. MAIL)

Alcantar & Kahl

AMDAX

American Energy Institute

Anza Electric Cooperative

Arter & Hadden LLP

BP Energy Company

Barkovich & Yap, Inc.

Bartle Wells Associates

BENTEK Energy Technologies

Burlington Resources

California Farm Bureau Federation

Calpine

CCTA

Children's Hospital & Health Center

City of Poway

City of San Diego

Jose Cervantes

Gerard Lonergan

Commonwealth Energy Corp

M. Reyna

J. Shultz

Crossborder Services

CSC Energy Services

R. McKillip

T. Rodriguez

C. Tammaro

Davis Wright Tremaine, LLP

E. O'Neill

J. Pau

Dept. of General Services

Dept. of Vet. Affairs Med. Ctr.

Duke Energy North America

Dynegy, Inc.

Eisenman, Eric

Ellison Schneider & Harris LLP

Energy Law Group LLP

D. Fellman

Energy Solutions

Energy Strategies, Inc.

Enron Capital & Trade (2)

G.A. Koteen Associates, Inc

G.E. Goodrich Co

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg

J. Heather Patrick

J. Squeri

Green Mountain.Com Company

Grueneich Resource Advocates

Dian M. Grueneich

Jack P. McGowan

Hanna and Morton LLP

Henwood Energy Services

C. Castagnoli

HMH Resources, Inc.

Interstate Gas Services, Inc.

J.B.S. Energy

Kyocera America Inc

LeBoeuf, Lamb, Greene & MacRael

LSW Engineers, California Inc.

J. Mascarro

B. Mahoney

Luce, Forward, Hamilton & Scripps LLP

ManageAmerica

Manatt, Phelps & Phillips

Matthew V. Brady & Associates

Modesto Irrigation District

Morrison & Foerster

MRW & Associates

Naval Facilities Eng. Command

NCR Corp

New Energy, Inc, An AES Company

O'Rourke & Company

Pacific Gas & Electric Co.

N. Avendano

W. Edwards

Pacific Utility Audit

Poway Unified School District

R. M. Hairston Company

Recon Research Corp

Robinsons-May Dept. Stores

Rohr, Inc.

San Diego Regional Energy Office

Susan Freedman

Scott J. Anders

School Project for Utility Rate

Reduction

Scott, Addis

Scripps Health

Shute, Mihaly & Weinberger LLP

K. Johanson

J. Schue

O. Armi

Sithe Energies

Solar Turbines

Sutherland, Asbill & Brennan LLP

Southern California Edison Co.

H. Romero

C. Rosskopf

S. Smith

TURN, Michel Florio

UCAN, Michael Shames

U.S. Dept. of the Navy

K. Davoodi

N. Furuta

UtiliHost/Electric America

Utility Cost Management LLC

Utility Solutions Inc.

B. Dotson

T. Rodriguez

Utility Specialists, Southwest, Inc.

Vulcan Materials - CalMat Div.

Viterra Energy Services

Western Manufactured Housing

Communities Association

White & Case LLP

L. Cottle

P. Lacourciere

Interested Parties

R.95-04-043

1.95-04-044

SDG&E

Advice Letter 1697-E

Attachment A

License Agreement between SDG&E
and Sprint PCS Assets, LLC

LICENSE AGREEMENT
(Pole Attachment – Wire Facilities)

THIS LICENSE AGREEMENT (“Agreement”), is made as of this 26th day of December, 2003, (“Effective Date”) between SAN DIEGO GAS & ELECTRIC COMPANY, a California Corporation (“Licensor”) and Licensee, Sprint PCS Assets, LLC (“Licensee”). Licensor and Licensee may be referred to sometimes herein as “Party” and collectively as the “Parties.” This Agreement will cover future Applications to attach Licensee’s Equipment to Licensor’s Poles.

WHEREAS, Licensor is an electric corporation as defined in Public Utilities Code Section 218 and it distributes power throughout the County of San Diego and a portion of the County of Orange, State of California (“Service Territory”); and

WHEREAS, incident to the distribution of electric energy, Licensor has erected electric distribution and transmission poles and towers (collectively, “Poles”) within its Service Territory. Distribution Poles are defined as poles with conductors having a voltage of 12kV or less. Transmission Poles are defined as poles or towers with conductors having a voltage of 69kV or above, excluding the towers of the Southwest Power Link, which Licensor commonly refers to as “SWPL”. The Poles are (i) on the public streets, roads, highways and other public ways (collectively, “Streets”) pursuant to franchises with various cities and counties and (ii) on private property Licensor has purchased in fee or pursuant to easements it has obtained from the property owners (collectively, “Rights-of-Way”); and

WHEREAS, Licensor may have granted to other parties a right or license to use said Poles; and

WHEREAS, Licensee is engaged in the telecommunications business, being either a cable television company and/or a provider (by wire) of telecommunications service and has a Certificate of Public Convenience and Necessity (“CPCN”) from the Federal Communications Commission (“FCC”) and/or the California Public Utilities Commission (“CPUC”) and

WHEREAS, Licensee desires to use Poles as supports for cables and wires, together with associated messenger cables, guy wires, anchors and other messenger-attached appurtenances (all hereinafter called “Licensee’s Equipment” or “Equipment”);

NOW, THEREFORE, the following terms and conditions shall govern Licensee’s use of Licensor’s Poles for Licensee’s Equipment as Licensor may permit Licensee to use, after receipt and approval of Licensee’s Application for particular Poles. This Agreement shall be a master agreement and each individual Application, when approved, shall become a separate license incorporating by reference all the terms and conditions of this Agreement.

ARTICLE 1 – LICENSE

1.1 Licensor's Rights. Licensee's occupancy of Pole space for Licensee's Equipment and the design of its attachment shall be subject to the prior written approval of the Licensor, and its presence shall be subject to present or future occupancy of Pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain its Poles and to operate its facilities thereon in a manner necessary or convenient for its own requirements. Licensor shall not be liable to Licensee for any interruption in Licensee's use of Licensee's Equipment arising in any manner from the use by Licensor of its Poles and the facilities owned by Licensor.

1.2 General. Licensor hereby grants to Licensee a non-exclusive license to use the Poles for Licensee's Equipment as designated on an Application (see 1.3 below) and approved by Licensor. Licensee's use of Licensor's Poles shall be confined to Licensee's Equipment after Licensor has given Licensee written permission to install Licensee's Equipment on specified Poles, Licensee's Equipment shall be used only for Licensee's telecommunications business. Nothing contained in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Pole or Poles.

1.3 Licensee's Application. Whenever Licensee desires to place Licensee's Equipment on any of Licensor's Poles, Licensee shall make written Application to Licensor for permission to do so, in the number of copies and in the form from time to time prescribed by Licensor. The current form of the Pole Attachment Application is attached hereto, marked Exhibit A. Licensor's current Structural Licensing Process has been provided separately to Licensee and is incorporated by reference, even though it is not attached to this Agreement. If the Application is approved, permission to place Licensee's Equipment described in said Application on the Pole or Poles therein identified shall be indicated by Licensor's signing the Application in the place provided for that purpose and returning one signed copy to Licensee. The Application will then become a part of this Agreement and subject to all of its terms and conditions. In the event of any conflict between terms specified in an Application and the terms of this Agreement, the terms of this Agreement shall prevail.

1.4 Installation of Equipment. Upon its receipt of the signed copy of the Application, but not before, Licensee may install, maintain and use Licensee's Equipment as described in the Application on the Pole or Poles specified. Provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present during such installation. Licensee shall complete the installation of Licensee's Equipment on the Pole or Poles covered by each approved individual Application within such time limit as Licensor shall designate on said Application. If Licensee fails to complete the installation of Licensee's Equipment on said Pole or Poles within the prescribed time-limit (or within such additional time as Licensor may agree to in writing), the permission granted by Licensor in the signed Application to place Licensee's Equipment on said Pole(s) shall be automatically revoked. Licensee shall apply again for permission to attach Licensee's Equipment to the Poles.

1.5 Unauthorized Equipment. Licensee shall not have the right to place, and it shall not place, any Equipment on any Pole without first making Application therefore and receiving

permission to do so from Licensor as set forth above. Licensee shall not add any Equipment to any Pole or change the position of any Equipment on any Pole without Licensor's prior written approval. If Licensee places additional Equipment on an approved Pole, any Equipment on a non-approved Pole, or changes the position of Licensee's Equipment on an approved Pole, Licensor shall have the right to charge Licensee a one-time fee of Five Hundred Dollars (\$500.00) per Pole on which Licensee has made the unauthorized attachment. This fee is the Parties' reasonable estimate of the damages to Licensor because of the unauthorized attachment and shall be in addition to any fee usually charged by Licensor to determine whether to permit the attachment and the Annual Fee (as hereafter described). If Licensor determines it cannot permit the attachment, Licensee shall remove the Equipment within a reasonable amount of time as specified in Licensor's written notice. If Licensee fails to remove the unauthorized Equipment as required, Licensor may (but is not required to) remove it, at Licensee's sole cost and expense, and Licensee shall not be liable for damages to Licensee's Equipment nor for any interruption in service occasioned by Licensor's removal.

1.6 No Obligation to Maintain Poles. Nothing contained in this Agreement shall obligate Licensor to maintain its Poles or any of them in existence for a period of time longer than the same are convenient or necessary for Licensor's own service requirements. If Licensor determines that it no longer needs to maintain a Pole, Licensor may provide notice to Licensee in accordance with Section 7.3 below that Licensee's right to use such Pole is revoked.

ARTICLE 2 - SPACE

2.1 Insufficient Space. In the event that Licensee desires to use a Pole on which there is not adequate space for Licensee's Equipment, Licensor will so indicate on the Application, and if feasible Licensor shall state the necessary changes and the estimated cost thereof in order to accommodate Licensee's Equipment. If Licensee still desires to use said Pole or any Pole erected by way of replacement of an existing Pole and returns the Application marked to so indicate, Licensor will replace such Pole with a longer Pole and/or rearrange the facilities on such Pole. Provided that, Licensor may require Licensee to pay, in advance, to Licensor and any other party using said Pole by reason of a joint pole agreement or otherwise, the estimated cost to be incurred by each of them of transferring to the new Pole all equipment supported by the existing Pole, plus the installed cost of the new Pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less allowance for depreciation included with respect to the Pole removed and/or the estimated cost of such rearrangement of facilities. Licensee shall be responsible for Licensor's actual cost of this work. If the actual cost is greater than the estimated cost paid by Licensee to Licensor, Licensee shall pay the additional amount invoiced within thirty (30) days. If the actual cost is less than the estimated payment, Licensor shall refund the difference to Licensee without interest. It shall be Licensee's responsibility to make the appropriate arrangements with any other party who has equipment attached to the Pole.

2.2 Rearrangement of Equipment. In the event that, in Licensor's judgment, Licensee's existing Equipment on any Pole renders inadequate the space for the placement or use of any facilities thereon required by Licensor, and if said facilities could be placed on said Pole

by removing or rearranging Licensee's Equipment, Licensor may notify the Licensee of the removal or rearrangement required in order to permit the placement of Licensor's facilities as aforesaid, and to continue the accommodation of Licensee's Equipment, together with an estimate of the cost of making any such changes. If Licensee desires to continue to maintain its Equipment on said Pole, or such replacement Pole and so notifies Licensor, Licensor will make such Pole replacement, if required, and will request the other of the aforesaid parties then maintaining facilities upon such Pole to make such rearrangements or transfers of said existing facilities. The same shall be done at the risk and expense of Licensee and Licensee will, on demand, pay Licensor for the expense incurred. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said Pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise. If Licensee does not notify Licensor within thirty (30) days, Licensee shall remove its Equipment from such Pole within thirty (30) days from such notification from Licensor.

ARTICLE 3 – MINIMIZATION OF NUMBER OF POLES

3.1 **Right of First Refusal/New Licensor Pole.** In order to keep the number of Poles in the Service Territory to a practical minimum, Licensee agrees not to erect any pole of its own in Licensor's Service Territory where Licensor is willing to accommodate Licensee's Equipment or to provide a Pole reasonably adequate to accommodate Licensee's Equipment. If Licensee should require Equipment in a location and Licensor shall not have Poles so located as to fulfill Licensee's requirements, Licensee shall submit an Application to Licensor, in order that Licensor may determine whether it wishes to place Poles in such a location. If Licensor is willing to erect Poles in such location adequate to provide for Licensee's Equipment, Licensor shall so indicate on the Application and return it to Licensee. Licensor shall then proceed to erect said Poles. Upon receipt by Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's Equipment under the terms and provisions of this Agreement, or upon failure of Licensor to notify Licensee of approval of its Application within ninety (90) days from the date the Application is received by the Licensor, Licensee may proceed to erect its own poles. Until receipt of said notice or until expiration of the ninety (90) day period, Licensee will not erect any poles of its own within Licensor's Service Territory.

3.2 **Replacement of Licensee's Pole.** If Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this Agreement and Licensor desires to place and maintain a Pole or Poles of its own in or near the location of Licensee's pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. Said notice shall designate the pole or poles to be removed and replaced. After said thirty (30) day period, Licensor may replace Licensee's pole or poles with its own Pole or Poles. Upon such replacement, Licensee's use of Licensor's Pole or Poles shall be governed by all of the terms and conditions hereof; provided, however, no Annual Fee shall be applicable to Poles erected as replacement pursuant to the terms of this paragraph. Licensor shall bear the cost of removal and replacement of said Poles and of the relocation of Licensee's Equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

ARTICLE 4 – REMOVAL OR TRANSFER OF POLES AND ATTACHMENTS

4.1 Licensee's Replacement of Poles. Licensee shall, at its sole risk and expense, upon request of Licensor, relocate, replace or renew Licensee's Equipment and transfer it to Poles erected by way of replacement of existing Poles, and perform any other work in connection with said Equipment that may be required by Licensor; provided, however, that in cases of emergency, or if Licensee does not perform the work within 60 days, Licensor may, at Licensee's sole risk and expense relocate, replace or renew said Equipment, transfer it to Poles erected by the way of replacing existing Poles and perform any other work in connection with said Equipment that may be required in the maintenance, replacement, removal or relocation of said Poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said Pole or of facilities thereon and the Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred. Licensor need not do so, however, and Licensee shall be responsible to Licensor for all damages caused Licensor by the delay.

4.2 Licensee's Removal of Equipment. Licensee may at any time remove its Equipment from any of the Poles, and, in each such case, Licensee shall give Licensor prior written notice of such removal by submitting an Application stating the Equipment to be removed and, if applicable, the new Pole desired. Removal of Licensee's Equipment from any Pole within the time period specified in the Application or failure to install further approved Equipment on a new Pole within sixty (60) days from the date of Licensor's approval of the Application shall constitute a termination of Licensee's right to use such Pole; provided, however, that this provision shall be inapplicable if Licensee's right to use the Pole would otherwise be sooner terminated by reason of the operation of some other provision of this Agreement. As an alternative, Licensor may itself perform the removal at Licensee's cost.

4.3 Limitation of Damages. Licensor shall not be liable, whether in contract, tort, strict liability or otherwise for any special, incidental, indirect or consequential damages, including, but not limited to, interruption of Licensee's service or interference with the operation of Licensee's Equipment.

ARTICLE 5 - FEES

5.1 Contract Administration Fee. Commencing with the Effective Date of this Agreement and on January 1 of each succeeding year during the term of this Agreement, Licensee shall pay Licensor the sum of Three Hundred Dollars (\$300.00) as a contract administration fee. Payment shall be due and payable within sixty (60) days after Licensor's invoices.

5.2 Annual Fee. In January following the Effective Date, Licensor shall invoice Licensee for Annual Fees (described below) due for the preceding calendar year. During January of each succeeding year, Licensor shall invoice Licensee Annual Fees, described below,

for each Pole to which Licensee's Equipment is attached. Payment for each Pole to which Licensee's Equipment is attached during a calendar year shall be prorated at one-twelfth (1/12) of the Annual Fee amount based on the number of whole months remaining during the calendar year. Annual Fees shall be paid within sixty (60) days after presentation of Licensor's invoice. There shall be three separate types of Annual Fee: one for distribution Poles; one for transmission Poles in the Streets, and one for transmission Poles in Rights-of-Way.

5.2.1 Distribution Pole Annual Fee. The Annual Fee for attachments to distribution Poles is currently \$5.86 per Pole per year. The Annual Fee for distribution Poles is the same, whether the Poles are located in Streets or in Rights-of-Way.

5.2.2 Franchise Transmission Pole Annual Fee. The Annual Fee for attachments to transmission Poles in the Streets is currently \$16 per Pole per year.

5.2.3 Right-of-Way Transmission Pole Annual Fee. The Annual Fee for attachments to wood and steel transmission Poles in Rights-of-Way on the date of execution of this Agreement, is \$22.12 and \$278.97 per wood and steel Pole respectively, per year, which was set by the California Public Utilities Commission's ("CPUC") ruling in Case No. 00-09-025.

5.2.4 Existing Pole Attachments. Nothing herein shall be construed as Licensor's approval of any previously made un-authorized attachments or to prevent Licensor from exercising the remedies under this Agreement as a result of un-authorized attachments.

5.3 Payment and Late Charge. Licensee shall pay all invoices within sixty (60) days. Amounts not paid shall be subject to late charge of 5% and shall bear interest at the rate of 10% per annum until paid.

5.4 Change in Fees. Licensor may increase any or all of the fees specified in this Article not more often than once a year, in accordance with the methodology of California Public Utilities Code Section 767.5 and decisions of the CPUC, upon no less than sixty (60) days prior written notice to Licensee. Annual Fees for Licensee's Equipment already attached to Poles shall be effective the first day of the following calendar year. If such changed Contract Administration Fee or Annual Fee is not acceptable to Licensee, Licensee may terminate this Agreement as elsewhere provided herein and remove its Licensee's Equipment from the Poles, or, Licensee shall pay the prior year's Fees to Licensor and the Parties shall submit the matter to the CPUC for resolution (using the CPUC's dispute resolution procedures or any other appropriate method).

ARTICLE 6 – SAFETY AND PERMITS

6.1 Compliance with All Rules, Laws and Licensor's Specifications. Licensee shall, at its own sole risk and expense, place and maintain Licensee's Equipment on Poles (i) in a safe condition and in good repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said Poles by Licensor or others using said Poles, or with the working use of facilities of Licensor or others on or from time to time placed on said Poles, (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe in its Structural Licensing Process publication, and, (iv) in conformity with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing, General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

6.2 Licensor No Liability for Licensee's Noncompliance. Licensor's approval of Applications is not to be construed as assurance by Licensor that Licensee's Equipment as installed or maintained will comply with the requirements of General Order No. 95 and applicable laws. Licensor assumes no responsibility or liability for any failure by Licensee to comply with the requirements set forth in Section 6.1.

6.3 Guys and Anchors.

6.3.1 Not Coincident. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of Licensee's Equipment on said Poles in the cases where Licensee's anchorage requirements are not coincident with those of Licensor. In those cases where existing guys and anchors are inadequate to support Licensee's strains, and separate guys and anchors are not desired, or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said Poles, or any of them, resulting from the placing of additional facilities on said Poles and said guys and anchors would have been adequate to hold the additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

6.3.2 Coincident. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's Equipment and of Licensor's facilities on said Poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgment such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its Equipment on said Poles.

6.3.3 Strains. The term "strains" as herein used shall mean the forces created by the failure of a Pole and its facilities located thereon to maintain its static equilibrium.

6.4 Licensee's Duty of Care. Licensee shall exercise special precautions to avoid causing damage to the facilities of Licensor and others on the Poles, and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate

report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

6.5 Licensor's Inspection. Licensor shall have the right to inspect each new installation of Licensee's Equipment on and in the vicinity of the Poles and to make inspections, thereafter at any time. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability under this Agreement.

6.6 Workers. All work done on or about the Poles or for Licensee in connection with the installation, operation and maintenance of Licensee's Equipment shall be performed by workers qualified to perform such work, and Licensee shall be solely liable for any and all damage, injury, or death resulting from the acts or omissions of Licensee, its employees, agents or contractors.

6.7 Permits. Licensee shall obtain all necessary franchises, permits, licenses and rights-of-way for the erection, operation and maintenance of Licensee's Equipment over, along, across, on, through and under the Streets and Rights-of-Way. Upon Licensor's request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements. This Agreement shall not be construed as a grant of right-of-way or easement by Licensor to use the property on which the Poles are located. This Agreement provides a right to use the Poles themselves to support Licensee's Equipment, after the necessary franchises, permits, licenses and/or and rights-of-way have been obtained by Licensee. Licensor makes no warranty, express or implied, that Licensor is granting Licensee any legal rights to install its facilities on public or private property, other than for the use of Licensor's Poles once all necessary franchises, permits, licenses and/or rights-of-way have been obtained by Licensee.

6.8 Security Rules. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about Poles by any of its employees, agents or contractors who is judged a security risk. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

a. File with the Licensor upon Licensor's request, a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about Poles or Licensee's Equipment, and shall file with Licensor supplemental lists thereof whenever changes in such personnel are made.

b. Provide suitable identification for each such employee, agent and contractor referred to in (a) above.

ARTICLE 7 – TERM AND TERMINATION OF LICENSE OR ATTACHMENTS

7.1 Term. Each Application, once approved by Licensor and incorporated into this Agreement, shall be a separate Agreement for Licensee's Equipment specified in said Application, which shall continue until terminated or revoked as elsewhere provided in this

Agreement. Licensee may terminate the Agreement for a particular Application by submitting an Application to remove the Equipment, in which case the termination shall be effective as of the date the Application is approved and Licensee has removed the Equipment.

7.2 Termination By Either Party. Licensor or Licensee may terminate this Agreement upon at least thirty days prior written notice to the other Party. Said termination shall not affect Applications already submitted by Licensee before the effective date of the termination. In addition, Licensor may also terminate this Agreement in whole or in part (including as to existing Pole attachments, Applications which have already been approved or which are pending), in the event of Licensee's default (see Section 9.1 below).

7.3 Revocation of Right to Use Poles. Licensor may revoke for any reason or no reason Licensee's right to use each, any, or all Poles at any time upon thirty (30) days written notice to Licensee, and Licensee shall remove Licensee's Equipment from such Poles within said thirty (30) days. Provided, however, that as long as Licensor has no contrary obligation to a local governmental authority or other third party, in the event Licensor should revoke Licensee's right to use:

(a) 30 - 59 Poles within any thirty (30) day period, Licensee shall have sixty (60) days to remove Licensee's Equipment;

(b) 60 - 90 Poles within any thirty (30) day period, then Licensee shall have one hundred twenty (120) days to remove Licensee's Equipment;

(c) If Licensee's Equipment is on more than 90 Poles, and Licensor terminates Licensee's right to use 90% or more of Poles in use by Licensee as of the beginning of a ninety (90) day period, then Licensee shall have 240 days within which to remove Licensee's Equipment.

(d) If Licensor revokes the right to use Poles under the provisions of General Order No. 69-C, Licensor shall attempt to provide Licensee with the same time periods as specified above to remove Licensee's Equipment, but Licensor need not do so if the interests of its patrons or consumers require otherwise.

7.4 Termination Because of General Order No. 69-C. Notwithstanding any provision in this Agreement to the contrary, this Agreement is subject to General Order No. 69-C of the CPUC and the right of Licensor, either itself or upon order of the CPUC, immediately upon written notice to Licensee, to terminate this Agreement or any Pole attachment whenever, in the interest of its service to its patrons or consumers, it shall appear necessary to do so. The terms of said General Order are incorporated by reference.

7.5 No Refunds / Removal of Equipment. No refunds of Annual Fees shall be due or payable for the year in which this Agreement (or any particular Application) terminates or is revoked. Licensee shall remove all of Licensee's Equipment from all Poles by the effective date of termination.

7.6 Licensor's Removal. If Licensee should fail to remove Licensee's Equipment from any Pole within the time periods allowed, Licensor may elect to do such work at Licensee's sole risk and expense. Licensee, upon demand, will reimburse Licensor for the entire expense incurred by Licensor.

7.7 Licensee's Waiver of Claims. Licensee hereby releases Licensor and holds Licensor harmless from any and all claims or actions which might arise from the interruption or discontinuance of Licensee's operation as a result of the application of this Article 7.0 or any other Section of this Agreement.

7.8 Pacific Bell's Poles. Licensor does not by the terms and conditions of this Agreement, purport to grant to Licensee any right or privilege whatever to use poles owned by Pacific Bell, even though Licensor itself, has by reason of a Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee is obligated to comply with whatever terms and conditions have been or may hereafter be established by Pacific Bell for the use of the same.

ARTICLE 8 – INDEMNITY, ENVIRONMENTAL AND INSURANCE

8.1 General Indemnity. Licensee shall indemnify and hold harmless Licensor (including its parent and affiliates) from and against any and all claims, demands, suits, causes of action, costs of defense, attorneys' fees, witness fees, including expert witness fees, penalties and all other liabilities (hereafter "Claims") for:

- (i) damage to or destruction of property of third parties;
- (ii) injury to or death of any person including, but not limited to, any employee, agent or independent contractor of Licensor or Licensee or of any third party;
- (iii) injury to or loss by Licensee's customers, any governmental entity, owner or occupant of the real property on which any Poles or Licensee's Equipment are located arising out of this Agreement, the exercise by Licensor or Licensee of any rights or remedies under this Agreement, or the breach by Licensee of any obligation or condition of this Agreement, except to the extent caused by the sole active negligence or willful misconduct of Licensor.
- (iv) any challenge to Licensor's franchise(s) or Rights-of-Way by a governmental entity or real property owner as a result of the attachment of Licensee's Equipment to Poles.

8.2 Environmental Compliance and Indemnity. Licensee shall comply with all applicable laws governing the use and occupancy of Pole(s) by Licensee and/or Licensee's Equipment including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Standards").

8.2.1 Notice of Harmful Condition. Licensee shall not create nor permit to be created nor permit to exist upon or near the Poles any non-compliance with Standards or any condition which could be alleged to create a nuisance, public, private or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Standard and Licensee shall

notify all applicable local, state or federal agencies as required by local, state or federal regulations.

8.2.2 Cost of Remediation. Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions and/or a violations of Standards.

8.2.3 Licensee's Indemnification from Harmful Conditions. Licensee shall indemnify, defend, and hold Licensor, its employees and agents, harmless from and against any claim or lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from or relate to any actual or alleged Harmful Conditions, actual or alleged violation of Standards, or actual or alleged injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of Licensor and Licensee, which arise during Licensee's presence on, or use of, the Pole(s). Licensee expressly agrees that the indemnification, and hold harmless obligations of this paragraph are assumed by Licensee regardless of the nature of the claim or the authority or person asserting such claim, and regardless of whether such claim arises in whole or in part from the sole active negligence or alleged negligence of Licensor or otherwise. Those obligations include the obligation to pay all costs, including, but not limited to, attorneys' fees (both in-house and outside counsel), judgments, expert witness fees, and costs, including those incurred on appeal. Further, Licensee expressly agrees that the indemnification, and hold harmless obligations assumed by Licensee with regard to abatement of Harmful Conditions and violations of Standards shall survive expiration or termination of this Agreement.

8.3 Insurance. At all times during the term of this Agreement, Licensee covenants and agrees to provide and maintain insurance in at least the minimum amounts specified below with insurers rated at least "A-" or better by A.M. Best's Guide. Licensor reserves the right to make reasonable changes in the amounts and types of insurance coverage it requires of Licensee, based upon changes in the insurance industry or Licensor's or Licensee's business, changes in risk exposure, history of claims against Licensee's insurance or of indemnity claims against Licensee, changes in Licensee's financial condition, or other reasonable factors as Licensor's Risk Management department may reasonably deem appropriate. Licensee shall be given at least sixty (60) days notice of a change in insurance requirements.

8.3.1 Commercial General Liability Insurance. Licensee shall maintain coverage for bodily injury and property damage, including, without limitation, blanket contractual liability and products/completed operations, with no exclusion for explosion, collapse and underground property damage hazards. Such insurance shall provide severability of interests or a cross liability clause. In no event shall such insurance be written for limits less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

8.3.2 Workers Compensation Insurance. Licensee shall maintain Workers' Compensation insurance as required by California law, including coverage for U.S. Longshoremen's and Harborworker's Act where applicable, and All States Endorsement and

Employer's Liability Insurance in limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

8.3.3 Automobile Insurance. Licensee shall maintain Commercial Automobile Liability insurance against claims for bodily injury and death or property damage covering all owned, non-owned and hired vehicles, with minimum limits of liability of \$1,000,000 combined single limit.

8.3.4 Additional Provisions. Any insurance carried in accordance with this Section with the exception of workers' compensation and employers liability shall provide that:

(i) Licensor (including its parent and affiliates) is named as an additional insured with the understanding that any obligation imposed upon the insured (including, without limitation, the duty to pay premiums or to inform customers of insurance lapses) shall be the sole obligation of Licensee and not that of any other insured;

(ii) The interests of Licensor (and its parent and affiliates) as an additional insured shall not be invalidated by any action or inaction of Licensee or any other person and shall insure Licensor (and its parent and affiliates), regardless of any breach or violation by Licensee or any other person, other than Licensor, as the case may be of any warranties, declarations or conditions contained in such policies;

(iii) Such insurance shall be primary without right of contribution of any other insurance or self insurance maintained by Licensor;

(iv) The policies will not be canceled or their limits of coverage reduced or restricted without giving Licensor at least thirty (30) days prior written notice, ten (10) days for cancellation due to non-payment of premium.

8.3.5 Evidence of Insurance. On or before the effective date of this Agreement and on each anniversary of such date, Licensee shall arrange for furnishing Licensor with certificates of insurance evidencing all required insurance. Such certification shall be executed by such insurer, or by an authorized representative of each insurer.

8.4 Surety and Payment Bonds. Upon Licensor's written request, Licensee shall, within fifteen (15) days, furnish Licensor with a bond to cover the faithful performance by Licensee of all the terms and provisions of this Agreement on its part to be performed, which shall be in the amount of at least \$50,000, or such other amount as Licensor may reasonably request. Upon Licensor's request, Licensee shall also provide a payment bond to secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended to connection with the construction and installation, operation and maintenance or existence of Licensee's Equipment pursuant to the terms of this Agreement. Any change in the terms covenants or conditions of this Agreement, with or without notice or consent of the surety or sureties, shall not release the surety on said bonds. Such bonds shall be issued by a surety company selected by the Licensee and satisfactory to Licensor; said surety company shall be one whose name is on file with the County Clerk of San Diego County as an approved and financially sound surety company authorized to transact business in this state. Said bonds shall meet all the requirements and contain all conditions required by the laws of the State of California. The bonds shall not be subject to termination or cancellation, except on 90 days prior

written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect through the life of this Agreement.

ARTICLE 9 - DEFAULT

9.1 Default. The appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach or default of this Agreement, if any such appointment or action continues for a period of thirty (30) days. Any purported transfer or assignment of this Agreement or any Pole attachment under it by Licensee (whether voluntarily or involuntarily) without the prior written consent of Licensor shall be a default under this Agreement. Any breach of any other material term of this Agreement which is not cured within thirty (30) days of Licensor's written notice to Licensee shall be a default under this Agreement including, but not limited to failure to, pay any Fee or other amount when due, or making an unauthorized attachment.

9.2 Remedies. In the event of any default hereunder, Licensee shall be liable to Licensor for all damages. Licensor, without further notice to Licensee, may immediately commence and prosecute to completion the removal of any and all of Licensee's Equipment and all costs of removal shall be recoverable by Licensor from Licensee. Removal shall be in addition to any other rights or remedies Licensor may have at law or equity. Licensor shall have no liability to Licensee for any damages Licensee may suffer directly or indirectly from any actions Licensor may take in exercising any of its remedies, including, but not limited to, those for loss of profits or claims by Licensee's customers.

ARTICLE 10 - MISCELLANEOUS

10.1 Assignments. Licensee shall not assign this Agreement, in whole or in part, voluntarily or involuntarily, to any other person or party without the written consent of Licensor first had and obtained. Licensee may enter into agreements with third parties regarding the use of Licensee's facilities provided that the third party does not have the right to physically alter any Pole or Licensee's Equipment.

10.2 Waiver. Any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or different condition or obligation.

10.3 Notices. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon (a) delivery by hand or overnight courier service; (b) two business days after deposited in the U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt, to the parties as follows:

Notice to Licensee:
Licensee

National Lease Management Group

6391 Sprint Parkway, Mailstop KSOPHT0101-Z2020

Overland Park, Kansas 66251-2650

Notice to Licensor:

San Diego Gas & Electric Company

Attention Compliance Management (Joint Facilities)

8316 Century Park Court, CP51D

San Diego, CA 92123-1582

Facsimile: (858) 654-0321

10.4 Time Is of the Essence. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of this Agreement.

10.5 No Liens. Licensee shall keep Licensor's property, the property where the Poles are located and the Poles free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

10.6 Changes. This Agreement shall be subject to such changes or modifications as may be required by decisions or orders of the California Public Utilities Commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this Agreement shall so state. Except as stated in the previous sentence, this Agreement shall not be changed or altered other than by written agreement of the Parties.

10.7 Integration. This Agreement including all attachments incorporated by reference constitutes the complete expression of the Parties' agreement as to its subject matter and supercedes all prior or contemporaneous oral or written agreements.

10.8 Choice of Law/Venue. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed. The federal and state courts located in San Diego County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

10.9 Joint and Several Liability. If there is more than one Licensee, the liability of each shall be joint and several.

10.10 No Partnership. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. All work performed by any one Party under this Agreement shall be performed as an independent contractor.

10.11 Interpretation. Section headings shall not expand, alter or limit the meaning of the text of this Agreement and are inserted for convenience only.

10.12 Exhibits and Recitals. All exhibits and recitals are incorporated by reference.

10.13 Survival. Where the context permits, the obligations of Licensee shall survive the Agreement's termination.

10.14 Attorney's Fees. If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees.

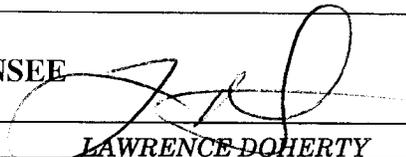
IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By: 

Its: _____

LICENSEE

By: 

Its: LAWRENCE DOHERTY

Director, Site Development

POLE ATTACHMENT APPLICATION



A Sempra Energy company

APPLICATION FOR:

- POLE ATTACHMENT
REMOVE ATTACHMENT
ALTER EXISTING ATTACHMENT

REQUESTED BY (LICENSEE):

Company
Mailing Address
City State Zip
Phone
Company Code (ID Tag)

MAIL TO: San Diego Gas & Electric Company
Attn: Distribution Asset Management
8316 Century Park Court
Suite CP51D
San Diego, CA 92123-1582

INFORMATION

APPLICATION NUMBER (Licensee)

DPSS NO. (SDG&E)

FACILITY USE: CATV Telephone Telecom Other

TYPE OF ATTACHMENT: TENSION
Fiber Optic Cable
Coaxial Cable
Twisted Pair Copper
Equipment Over-lashing Yes No

POLE INFORMATION:
Distribution Poles
Transmission Poles
Poles in Franchise Position
Poles in Private Property (Right-of-Ways)

LICENSEE AGREES TO COMPLY WITH TERMS AND CONDITIONS OF THE ORIGINAL LICENSE AGREEMENT AND THE FOLLOWING APPLICATION REQUIREMENTS:

- 1. Limit the number of Poles applied for per application to 50 or less.
2. Billing will commence upon Licensor's date of Application approval.
3. Written notification of Pole attachment cancellations will be accepted up to 60 days from the Licensor's date of Application approval.
4. There will be no reimbursement for Pole attachments cancelled beyond 60 days from the Licensor's date of Application approval.
5. Construction must start within 90 days if no specific date is assigned in writing with returned approved Application.
6. Feasibility review fees and engineering review fees where applicable are due and payable before final attachment approvals.
7. Do not attach to Power Anchor.

In accordance with the terms of the License Agreement dated 20, covering the use of your Poles located within the County of State of California, we hereby request permission to attach, remove or alter certain equipment on certain Poles, all as more particularly described and delineated on the Pole list on the reverse side of this form and the attached layout map.

*Licensee in all cases will be responsible for making its own arrangement with other pole users for performance and billing of make ready work. Permission to attach may be withheld or delayed for failure to complete make ready work.

DATED, 20

LICENSEE SIGNATURE
TITLE

APPLICATION ROUTING FOR ATTACHMENT REVIEW:

Application forwarded to: Date: SDG&E Re-Arrangement Work Required: YES (See Reverse) No
Assigned to: Date:
Attachment Review Approval: Date:
Routing completed by: (Forward to Distribution Asset Management, CP-51D for final application approval)

PERMISSION FOR POLE ATTACHMENT

Permission is hereby granted to Licensee to attach the Licensee's Equipment listed on this Application to Poles identified by this Application. As provided by the License Agreement, Licensee agrees to obtain all required franchises, permits or rights-of-way from the local governmental entity and real property owner and agrees to construct in compliance with G.O. 95 and all applicable General Order, national codes, and laws.

Verification of Completion: Completed by: YES NO Date:

DATE, 20 Final Approval Date SIGNATURE Distribution Asset Management/Joint Utilities

POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction/Engineering Contact: _____
 Phone No.: _____
 Includes: Work Ready Form, Drawing

Application No. _____
 DPSS No. _____
 Thomas Brothers _____
 DFIS Map# _____

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
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| 24 | | | |
| 25 | | | |

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 26 | | | |
| 27 | | | |
| 28 | | | |
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J. Steve Rahon
Director
Tariffs & Regulatory Accounts
8330 Century Park Court
San Diego, CA 92123-1548

Tel: 858.654.1773
Fax: 858.654.1788
srahon@semprautilities.com

May 20, 2005

ADVICE LETTER 1696-E
(U902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

**SUBJECT: REVISION OF THE ADVANCED METERING AND DEMAND RESPONSE
MEMORANDUM ACCOUNT**

San Diego Gas & Electric Company (SDG&E) hereby submits the following revisions applicable to its electric tariffs, as shown on the enclosed Attachment.

PURPOSE

The purpose of this filing is to revise SDG&E's Advanced Metering and Demand Response Memorandum Account (AMDRMA) to continue to record costs for the Statewide Pricing Pilot (SPP), including Advanced Demand Response System (ADRS), and Information Display Pilot (IDP) in compliance with the Assigned Commissioner and Administrative Law Judge's (ALJ) Ruling in Rulemaking (R.) 02-06-001, dated April 18, 2005, which adopted 2005 budgets.

In addition, SDG&E is revising the AMDRMA to reflect the approved program funding for the 2005 Critical Peak Pricing (CPP) programs approved by D.05-04-053 in Application (A.) 05-01-017. D.05-04-053 also approves the expansion of the 20/20 program for commercial & industrial customers 200 kW and larger.

BACKGROUND

Pursuant to an October 29, 2004, Administrative Law Judge (ALJ) Ruling, the utilities were directed to extend the availability of the critical peak pricing tariffs offered under the SPP program and to continue the ADRS and IDP evaluation projects for summer 2005. On February 11, 2005, Southern California Edison (SCE) on behalf of itself, Pacific Gas & Electric Company (PG&E) and SDG&E filed a proposed 2005 budget of \$4.4 million for continuation of the SPP programs.

The April 18, 2005 Ruling approved a 2005 SPP budget of \$2.895 million, which is within the \$2.952 million carryover funds available from 2003/2004 funding. The Ruling also deferred the utilities request for incremental funding beyond the approved budget to a subsequent Commission decision.

Therefore, this filing outlines the activities approved for funding under the 2005 authorized budget of \$2.895 million, as follows:

- \$1.479 million in SPP ongoing costs.
- \$1.394 million in 2005 additional activities, and
- \$31,000 in decommissioning costs

This filing will not create any deviations from SDG&E's tariffs, cause withdrawal of service from any present customers, or impose any more restrictive conditions.

EFFECTIVE DATE

In accordance with the April 18, 2005 Ruling, SDG&E respectfully requests that this filing become effective on May 20, 2005, the date filed.

PROTEST

Anyone may protest this Advice Letter to the California Public Utilities Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and must be received within 20 days of the date this Advice Letter was filed with the Commission. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Copies of the protest should also be sent via e-mail to the attention of both Jerry Royer (jrr@cpuc.ca.gov) and to Honesto Gatchalian (jnj@cpuc.ca.gov) of the Energy Division. A copy of the protest should also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Monica Wiggins
Regulatory Tariff Manager
8330 Century Park Court, Room 32C
San Diego, CA 92123-1548
Facsimile No. (858) 654-1788
E-mail: mwiggin@semprautilities.com

NOTICE

A copy of this filing has been served on the utilities and interested parties shown on the attached list, including interested parties in R.02-06-001, by either providing them a copy electronically or by mailing them a copy hereof properly stamped and addressed.

Address changes should be directed to Bertha Blas by facsimile at (858) 654-1788 or by e-mail to bblas@semprautilities.com.

J. STEVE RAHON
Director – Tariffs & Regulatory Accounts



J. Steve Rahon
Director
Tariffs & Regulatory Accounts
8330 Century Park Court
San Diego, CA 92123-1548

Tel: 858.654.1773
Fax: 858.654.1788
srahon@semprautilities.com

May 24, 2005

ADVICE LETTER 1531-G
(U902-G)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

**SUBJECT: REVISION OF STANDBY PROCUREMENT RATE EFFECTIVE
APRIL 11, 2005**

San Diego Gas & Electric Company (SDG&E) hereby transmits for filing changes in its gas tariff schedules, as shown on the enclosed Attachment A.

PURPOSE

This monthly filing revises Schedule G-IMB, Transportation Imbalance Service and the Preliminary Statement, Part II, Statement of Rates, to establish the Standby Procurement Rate effective April 11, 2005.

BACKGROUND

Effective February 11, 2003, the California Public Utilities Commission (Commission) approved SDG&E Advice Letter 1359-G which authorized SDG&E to file the Standby Procurement Rate, by separate advice letter, at least one day prior to the 25th of the following month.

The Commission authorized SDG&E to change its methodology for calculating its Standby Procurement Rate for negative monthly transportation imbalances that exceed the 10% tolerance band. The Standby Procurement Rate is:

1. Calculated at 150% of the highest daily border price index at the Southern California border for the period, plus the authorized Brokerage Fee of 0.095 cents per therm. The highest daily border price index is an average of the highest prices from "NGI's Daily Gas Price Index - Southern California Border Average" and "Gas Daily's Daily Price Survey - SoCal gas, Large pkgs Midpoint."

2. Calculated period begins on the first day of the "flow month"¹ and ends five days prior to the start of each corresponding imbalance-trading period.
3. Posted at least one day in advance of each corresponding imbalance-trading period.

For the flow month of April 2005 (covering the period April 1, 2005 to May 20, 2005), the highest daily border price index at the Southern California border is \$0.71475 per therm. The resultant Standby Procurement Rate, based on the calculation methodology set forth above, is \$1.07308 per therm. The workpaper reflecting the details of the calculation for this rate is incorporated herein as Attachment B.

This filing will not create any deviations from SDG&E's tariffs, cause withdrawal of service from any present customers, or impose any more or less restrictive conditions.

PROTEST

Anyone may protest this Advice Letter to the California Public Utilities Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and must be received within 20 days of the date this Advice Letter was filed with the Commission. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Copies of the protest should also be sent via e-mail to the attention of both Jerry Royer (jrr@cpuc.ca.gov) and to Honesto Gatchalian (jnj@cpuc.ca.gov) of the Energy Division. A copy of the protest should also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Monica Wiggins
Regulatory Tariff Manager
8330 Century Park Court, Room 32C
San Diego, CA 92123-1548
Facsimile No. (858) 654-1788
E-mail: mwiggin@SempraUtilities.com

EFFECTIVE DATE

SDG&E hereby requests that the tariffs filed herein become **effective May 24, 2005**, the date filed, in order to comply with SDG&E's tariff requirement that the

¹ The flow month is the month that the imbalance is created.

rates be posted at least one day in advance of the start of the imbalance trading period, which is May 25, 2005.

NOTICE

A copy of this filing has been served on the utilities and interested parties shown on the attached list by providing them a copy hereof either electronically or via the U.S. mail, properly stamped and addressed.

Address changes should be directed to Bertha Blas by facsimile at (858) 654-1788 or by e-mail at BBlas@SempraUtilities.com.

J. STEVE RAHON
Director – Tariffs & Regulatory Accounts

Enclosures
(cc list enclosed)

SDG&E

Advice Letter 1697-E

Attachment B

License Agreement between SDG&E
and Pacific Bell Wireless, LLC

LICENSE AGREEMENT

(Pole Attachment - Communication Antenna)

THIS LICENSE AGREEMENT (the "Agreement") is made this 31st day of January, 2004 ("Effective Date") between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (hereinafter referred to as "Licensor") and PACIFIC BELL WIRELESS, LLC, a Nevada limited liability company d/b/a CINGULAR WIRELESS (hereinafter referred to as "Licensee").

WHEREAS, Licensor is a utility company and has installed distribution poles and stubs (12kV or less) within its service territory for the distribution of electricity (hereinafter referred to as "pole"); and

WHEREAS, Licensee is a telecommunications company that desires to attach its communication antennas, together with their appurtenances, to Licensor's poles; and

WHEREAS, Licensee shall have first obtained a CPCN or CPCN functional equivalent from the FCC or the CPUC prior to attaching anything to any pole under the terms of this Agreement.

NOW, THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 Scope of Agreement.

1.1 Use of Licensor's Poles. Licensee may attach only those antennas, cables and wires, together with associated messenger cables, guy wires, anchors, mounting brackets, electric conduit and other appurtenances (hereinafter collectively referred to as the "Equipment") that Licensor gives Licensee prior written permission to attach to its poles pursuant to this Agreement. The Equipment shall be: (i) used only for transmission and reception of radio frequency signals using Licensee's wireless communications network; and (ii) located only on that portion of Licensor's pole expressly agreed to by Licensor and not on any other part of a pole used for electrical distribution.

1.2 Ancillary Access. Licensor hereby grants to Licensee a license to use its access rights, if any, for ingress and egress to and from each of the poles covered by this Agreement but only to the extent permissible under the applicable documents.

2.0 Term of Agreement. The term of this Agreement shall be twenty (20) years commencing on the Effective Date (hereinafter "Term"). However, this Agreement may be terminated earlier by (i) either party if the other party fails to perform an obligation(s) under the terms of this Agreement in which case this Agreement shall terminate ninety (90) days after receipt of written notice from the non-defaulting party; or (ii) for any reason by Licensee in which case this Agreement shall terminate without further liability ninety (90) days after Licensor's receipt of written notice from Licensee.

Termination of this Agreement shall not release either party from any liability or obligation under the terms of this Agreement that accrued prior to its termination.

3.0 Pole Attachment Application. When Licensee desires to place Equipment upon any pole(s), Licensee shall submit a written application to Licensor in substantially the same form as Exhibit A, attached hereto and

incorporated herein (the "Application"). The Application form may be changed by Licensor from time to time. If Licensor consents to Licensee attaching Equipment to a particular pole, then Licensor shall deliver one (1) copy of the approved Application signed by Licensor's Joint Facility Administrator or other authorized employee to Licensee (the "Approved Application"). Licensor shall notify Licensee of Licensor's consent or denial of Licensee's Application within forty (40) days of Licensee's submission of said Application to Licensor.

4.0 Installation and Inspection.

4.1 Licensor's Inspections. Upon receipt of an Approved Application and payment of the sums required in Section 5.0 of this Agreement, Licensee may install, replace, maintain and use that Equipment described in the Approved Application on the pole described in the Approved Application; provided, however, that before installing the Equipment, Licensee shall notify Licensor's Construction Department by telephoning (858) 654-8216 of the day and time Licensee intends to install the Equipment so that Licensor may, at its option and at the expense of Licensee, be present when the installation is performed. Licensee shall provide Licensor with no less than five (5) business days prior notice of its intent to install Equipment pursuant to an Approved Application. Alternatively, Licensor may elect to inspect the Equipment and pole after the Equipment has been installed in lieu of attending the construction. Licensor will perform construction inspections or final inspections, whichever the case may be, at Licensee's sole cost and expense.

After the initial inspection, Licensor may inspect each installation of Equipment and inspect the Equipment as often as conditions may warrant in Licensor's sole and absolute discretion. Such inspection shall not relieve Licensee of its responsibility and obligation to maintain the Equipment in a good and workmanlike manner.

4.2 Additional Equipment. Licensee shall not place any other equipment upon any pole owned by Licensor or materially change the position of any Equipment attached to a pole without Licensor's prior written consent, which consent shall not be unreasonably, withheld, conditioned or delayed. Requests to place additional equipment on a pole previously approved by Licensor for attachment shall require a separate Application prepared in accordance with the terms of this Agreement.

5.0 Fees.

5.1 License Fee. Licensee shall pay an annual administration fee equal to Four Hundred Dollars (\$400.00) (hereinafter referred to as the "License Fee"). The License Fee shall be due within thirty (30) days of the full execution and delivery of this Agreement and then annually thereafter on its anniversary date.

5.2 Attachment Fee. There shall be a annual attachment fee in an amount equal to Forty Dollars (\$40.00) for each pole utilized by Licensee under the terms of this Agreement ("Attachment Fee"). The Attachment Fee may be increased annually, in Licensor's sole discretion, in an amount equal to six percent (6%). Equipment installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Attachment Fee shall be paid within thirty (30) days of the date Licensee receives its Approved Application.

5.3 Additional Attachments. If Licensee desires to attach additional equipment pursuant to Section 4.2 above, Licensee shall pay an amount equal to Twenty-five Dollars (\$25.00) for processing the additional Application.

5.4 Payments Due. All amounts payable by Licensee under the terms of this Agreement shall be due and payable within thirty (30) calendar days after Licensee's receipt of an invoice from Licensor. Licensee's failure to pay any sum when due shall constitute a default under the terms of this Agreement.

6.0 Evidence of Attachment Authorization. Licensee shall retain a copy of all Approved Applications and Licensee shall provide proof of an Approved Application for any pole containing Equipment when requested by Licensor. Licensee shall provide proof of an Approved Application within ten (10) business days of a written request from Licensor. If Licensee cannot provide proof of an Approved Application with respect to a particular pole, Licensee shall pay to Licensor a one-time fee of Five Hundred Dollars (\$500.00) for the unapproved pole attachment and Licensee shall submit an application to Licensor in accordance with the terms of this Agreement.

7.0 Rearrangement of Equipment/Replacement of Pole.

7.1 Rearrangement to Accommodate Equipment. If, in the sole reasonable judgment of Licensor, the Equipment requires rearranging existing facilities on a pole or the replacement of a pole to provide adequate pole space for the Equipment, Licensor shall notify Licensee. Licensee may request that Licensor design a "work around" to accommodate the Equipment in which case Licensee shall pay Licensor an engineering fee equal to Two Hundred and Fifty Dollars (\$250.00) ("Engineering Fee") for each affected pole.

Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction. If Licensee elects to proceed with Licensor's proposed design to accommodate the Equipment, Licensee shall pay the actual cost incurred by Licensor for the facility rearrangements and/or the pole replacement. If Licensee elects to proceed with Licensor's proposed design, Licensee shall receive a credit towards the actual cost of the facility rearrangement or the pole replacement (whichever the case may be) in an amount equal to the Engineering Fee. If Licensee elects not to proceed with the facility relocation or the pole replacement, Licensor shall retain the Engineering Fee.

7.2 Rearrangement to Accommodate Licensor. If, in Licensor's sole reasonable judgment, the Equipment on any pole interferes with or prevents Licensor from placing or replacing Licensor's own facilities, Licensor shall notify Licensee in writing of the need for Licensee to rearrange its Equipment or the need to replace the pole in order to accommodate the Equipment and Licensor's facilities. Licensor's notice shall include: (i) request for Licensee to rearrange, remove or relocate its Equipment; or (ii) an estimate of the cost of changing out the pole or rearranging Licensor's facilities.

Licensee shall rearrange, remove or relocate its Equipment within the next ninety (90) days following its receipt of Licensor's notice or pay the actual cost for Licensor to change out the pole(s) or rearrange Licensor's facilities or remove the Equipment as solely determined by Licensor. If Licensee does not desire to maintain its Equipment on the pole, then Licensee shall remove its Equipment within ninety (90) days of its receipt of Licensor's notice. If Licensee fails to remove its Equipment within the ninety (90) days, Licensor may remove the Equipment at Licensee's sole risk and expense. If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's facilities or changing out the pole, Licensee shall be entitled to re-install its Equipment on another pole in accordance with the procedures set forth herein, except that the License Fee and the Attachment Fee set forth in Section 5.0 shall be waived by Licensor to the extent they were paid for the existing Equipment.

8.0 Installation of Equipment.

8.1 Installation. Licensee may install its Equipment on the pole specified in an Approved Application using licensed contractors and in accordance with Licensor's "Structural Licensing Process" and Licensor's "Construction Standards" which may be changed from time to time in Licensor's sole and absolute discretion provided that such Construction Standards are adopted and applied in a uniform and non-discriminatory manner. Licensee shall install and maintain its Equipment in a good and safe workmanlike condition and in a manner satisfactory to Licensor so as not to conflict or interfere with the use of the pole by Licensor or other users of the pole. Licensee shall install and maintain the Equipment in accordance with all applicable laws, regulations and ordinances including, without limitation, General Order No. 95 as promulgated by the California Public Utilities Commission ("CPUC").

8.2 Safe Installation Procedures. Licensee shall require its employees and contractors working on or about any poles to inspect the poles as well as all crossarms and wires, and to ascertain that the same are safe to work with or upon before climbing the poles, attachments, crossarms or wires, and shall also charge such employees and contractors with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees and agents work to ascertain that the same are in a safe condition and repair. Licensee shall comply with the terms of Section 26, which contains a Prop 65 warning.

8.3 Time of Installation. Licensee shall complete the installation of its Equipment within the time limit(s) stated on the Approved Application but in no event more than thirty (30) days from its receipt of the Approved Application. If Licensee fails to install its Equipment within the prescribed time limit set forth in the Approved Application or thirty (30) days, whichever the case may be, Licensor shall thereafter reserve the right to revoke the permission granted hereunder provided that written notice and opportunity to cure has been afforded Licensee pursuant to Section 21 of this Agreement. If the Approved Application is revoked, Licensee shall not place any Equipment upon the pole without first resubmitting an Application and receiving an Approved Application. If permission to install Equipment is revoked, Licensor shall refund to Licensee the Attachment Fee less an application-processing fee of Twenty Dollars (\$20.00).

9.0 New Pole Exclusion Zones. In order to keep the number of poles to a minimum, Licensee shall not erect one of its poles within three hundred feet (300') of any Licensor-owned pole. Licensee further agrees not to erect any pole where no other pole exists until Licensee notifies Licensor of its need for a pole and Licensor elects not to erect, at Licensor's sole cost and expense, a new pole at that location.

10.0 Retention of Pole Ownership Rights. Nothing in this Agreement shall impose any obligation upon Licensor to grant permission to use any of its poles and nothing herein shall restrict Licensee from negotiating with other pole owners for use of their poles.

11.0 No Obligation to Maintain in Existence. Nothing in this Agreement shall obligate Licensor to keep and maintain its poles for a period of time longer than the poles are convenient or necessary for Licensor's business.

12.0 Physical Supports.

12.1 Guys or Anchors. When necessary and as required by Licensor in the Approved Application, Licensee shall install guys or anchors, or both, to hold the strains of the Equipment.

12.2 Joint Anchor Use. When, in the opinion of Licensor, conditions require joint use of an anchor, Licensor shall construct and maintain a mutually acceptable anchor. If an existing anchor must be replaced by a joint use anchor, Licensee shall pay Licensor the actual cost of the anchor change out.

12.3 Strain Defined. The term "strain" shall mean the failure of a pole to maintain a static equilibrium.

13.0 Right to Maintain and Operate Existing Facilities. Licensor reserves to itself and to each existing owner of facilities upon the pole the right to maintain the pole and to operate their respective facilities in such manner to fulfill their own service requirements. Neither Licensor nor any other existing owner of facilities on a pole shall be liable to Licensee for any interruption(s) to Licensee's service or for any interference with the operation of the Equipment arising in any manner from their use of the pole and the attached facilities. In the event that Licensor's operations on the pole interfere with Licensee's Equipment, Licensor shall, in good faith, cooperate with Licensee to promptly resolve such interference. Licensor agrees to notify Licensee in writing, prior to Licensor scheduling any work within fifty feet (50') of the Equipment. Licensor shall, in good faith, not allow any other use of pole by a third party under its control that materially interferes with Licensee's Equipment.

14.0 Security Precautions. In interest of safety and security, Licensee agrees to:

(i) Provide identification badges for each employee, agent and/or contractor who will work on or about poles (hereinafter described as an "Authorized Employee"); and

(ii) Cause each Authorized Employee, to observe and to comply with all of Licensor's security rules and procedures which Licensor shall adopt and apply in a uniform and non-discriminatory manner, and provide to Licensee in writing.

15.0 Injury, Damage, and Indemnification.

15.1 Liability for Injury or Damage. Licensee shall be solely responsible and liable for all injury, death, disease or damage to persons (including, but not limited to, members of the general public, or any Authorized Employee, and for damage or destruction of real or personal property to the extent that such injury or damage was caused by Licensee's negligence or intentional acts. All users of Licensor poles are expected to exercise reasonable care with respect to other pole users facilities.

15.2 Indemnification. Licensee agrees to indemnify and hold Licensor, its officers, employees, agents, affiliates or Licensees harmless from and against any and all demands, claims, suits, costs of defense, attorneys' fees (both in-house and outside counsel), witness fees, including expert witness fees, liability, loss, costs, obligations or other expenses for damage to property or for injury, disease to or death of any persons in any manner arising directly from (a) Licensee's negligent use, or occupation of Licensor's pole(s); (b) any negligent act or omission of Licensee, its

employees, agents or those of its contractors, subcontractors or independent contractors. The foregoing indemnification shall not extend to damage, death or injury arising out of the negligent or intentional acts of Licensor.

15.3 Defense of Claims. Upon receipt of written request, the Licensee shall, pursuant to this indemnification Section, defend at its expense any claims, suit, or action brought against SDG&E, against which Licensee has an obligation to defend SDG&E under Section 15.2 above. SDG&E shall, at its option and expense, have the right to participate in such defense, without relieving the other party of any of its obligations hereunder. In any claim, suit, or action in which Licensee has agreed, in writing, that Licensee is obligated to indemnify SDG&E, SDG&E will not settle the claim, suit or action without prior written consent of Licensee.

16.0 Necessary Authorizations and Title.

16.1 Easements and Permissions. Unless otherwise agreed to in writing, Licensee shall be solely responsible for obtaining any necessary easements, rights-of-way privileges, approvals or permission from the owner of the real property upon which poles exist for the installation and maintenance of its cable, anchors and all other attachments. Notwithstanding the foregoing, to the extent Licensor may hold such easements, rights of way, approval or permissions, Licensor shall use commercially reasonable efforts to share such rights with Licensee in furtherance of this Agreement at no additional cost or expense to Licensee; provided, however, if additional costs are required to be paid or incurred by Licensor to the grantor of the easement or right of way to accommodate Licensee's shared use, then Licensee shall reimburse Licensor for the actual cost incurred by Licensor to allow Licensee's shared use of the easement or right of way provided that Licensor and Licensee have first met and conferred in good faith to review the proposed costs and Licensee has reasonably approved the same.

16.2 Limitations to Licensor Property. Nothing in this Agreement shall be construed to confer any permit, license, or grant to use the property of any persons other than the written revocable license to use Licensor poles, provided that this Agreement and the licenses conferred hereunder shall not be revoked except pursuant to the terms of Section 21.0 below ("Default of Licensee") or terminated by the terms of Section 2.0 above ("Term of Agreement").

16.3 Legal Prohibition of Use. Upon receipt of written notice from Licensor to Licensee that the use by Licensee of any pole or poles of Licensor is forbidden by federal, state or municipal authorities, permission to attach to such pole or poles subject to the succeeding two sentences, shall immediately terminate and Licensee shall immediately remove its Equipment. If Licensee desires to appeal the prohibition from the appropriate authority, Licensee shall notify Licensor and the prohibiting authority within 10 days of receipt of Licensor's written notice. Licensee shall obtain approval from the prohibiting authority or otherwise from a state or federal court with competent jurisdiction to maintain its Equipment until the appeal process is completed.

16.4 Licensee's Equipment Operation Authorizations. Within thirty (30) days of receipt of Licensor's request, but not more often than one time in any consecutive twelve (12) month period, Licensee shall provide Licensor with a copy of any and all required state or municipal permits authorizing Licensee's operation of its system as the same may directly relate to Licensee's use of the pole.

16.5 Relocation Cost Reimbursement. Licensee agrees to pay Licensor any and all costs and/or expenses (including court costs and reasonable attorney fees) that are incurred by Licensor in relocating any Licensor pole from any existing easement, if such pole relocation costs would not have been incurred by Licensor except for the presence of Licensee's Equipment.

16.6 No Grant of Ownership. No use of any pole under this Agreement shall create any ownership, interest or property right in favor of Licensee.

17.0 Licensee's Option to Remove Equipment. Licensee may, at any time, remove all or part of its Equipment from any pole; provided, however, Licensee shall immediately give Licensor written notice of the removal. Removal of Equipment from any pole shall constitute a termination of Licensee's right to use equipment on that pole. The termination of an individual Approved Application shall have no effect on the effectiveness of this Agreement.

18.0 Contractual Relationship Only. Nothing in this Agreement shall create any special relationship between Licensor and Licensee, such as an agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to the words and marks "SDG&E", "SAN DIEGO GAS & ELECTRIC", or any other words and marks owned by or used by Licensor in identifying itself or by others in referring to it.

19.0 Damage to Facilities; Interference.

19.1 Licensee's Damage to Facilities. Licensee shall use its best efforts to avoid causing damage to Licensor's pole and the facilities of Licensor and third parties using the pole. Licensee shall be responsible for any and all loss from damage to the pole and/or facilities caused by Licensee. Licensee shall immediately notify Licensor of the occurrence of any damage and shall, upon demand, reimburse the owner for all reasonable costs incurred in repairing any damage.

19.2 Licensor's Damage to Facilities/Equipment. Licensor shall use commercially reasonable efforts to avoid damaging and/or causing interference with the Equipment and shall immediately notify Licensee of the occurrence of any such damage and/or interference caused by its employees, agents or contractors.

20.0 Insurance. Insurance requirements set forth below do not limit the amount or scope of liability of Licensee under this Agreement. All insurance required of Licensee under this Agreement shall meet the following minimum requirements:

On or before the effective date of this Agreement, and thereafter during its Term, Licensee shall provide Licensor with certificates of insurance as evidence of all insurance policies required under this Section. No insurance policy may be canceled, materially revised, or not renewed without at least thirty (30) days prior written notice to Licensor. Insurance must be maintained without lapse in coverage during the Term.

The required policies shall provide that the coverage is primary for all purposes and Licensee will not seek any contribution from any insurance or self-insurance maintained by Licensor.

Except for any self-insurance program of Licensee, all required policies of insurance must be written by companies having an A. M. Best rating of "A-VII" or better, or equivalent,

Licensee shall be solely responsible for any deductible or self-insured retention on insurance required hereunder.

(a) Worker's Compensation Insurance in accordance with statutory requirements and limits, including U.S. Longshoremen & Harbor Worker's Compensation Act coverage, where applicable; and

(b) Commercial General Liability Insurance, including contractual liability assumed by Licensee under this Agreement, with limits of not less than \$2,500,000 for bodily injury and property damage combined or such other reasonable level as Licensor may from time to time require upon giving notice to Licensee.

(c) Automobile Liability Insurance with limits of not less than \$1,000,000.

The insurance described in (b) above shall name Licensor as an additional insured, shall contain a severability of interest or cross liability clause, and shall be primary for all purposes.

Certificates of insurance evidencing the coverage's in (a) and (b) above shall be filed with and approved by Licensor prior to the installation of any Equipment and upon policy renewal thereafter.

Licensee agrees that no work done for it by an independent contractor shall be done by any person, firm, or corporation, without requiring insurance from said independent contractor as required of Licensee in this Section and that Licensor shall be included in the various insurance policies required therein as an additional insured as specified in that Section.

21.0 Default of Licensee. If Licensee defaults in any of its obligations under this Agreement and fails to cure or remedy any default within thirty (30) days following receipt of written notice from Licensor of such default (unless the nature of the cure is such that it may not be reasonably cured within such thirty (30) day period, in which case Licensee shall have the right to commence to cure within such initial thirty (30) day period, and thereafter diligently prosecute such cure to completion), Licensor may revoke this Agreement or terminate any and all Approved Applications and Licensee shall, at Licensor's option, either cure any default or remove its Equipment from the poles to which the terminated Approved Application applies within ninety (90) days from receipt of written notice. The obligations of Licensee hereunder shall survive the termination of this Agreement; however, upon failure of Licensee to remove its Equipment within said ninety (90) days, Licensor may remove the Equipment and all costs associated with Licensor's removal shall be paid by Licensee, together with any reasonable storage costs.

22.0 Default of Equipment Removal Obligation. In addition to any other rights of Licensor hereunder or at law or in equity, if Licensee fails to remove its Equipment from any pole within the time allowed for such removal or if Licensee fails to perform any work which it is obligated to do under this Agreement, Licensor may elect to remove and store Licensee's Equipment (if Licensee was provided written notice and a reasonable amount of time to remove its Equipment), or do such work, at Licensee's sole risk with respect to Licensee's Equipment breakage upon removal, and Licensee, within thirty (30) days of receipt of written invoice will reimburse Licensor for all reasonable expenses incurred by Licensor.

23.0 No Waiver Of CPUC Rights. The parties agree that, by entering into this Agreement, the parties are not waiving any rights that exist or may arise in conjunction with CPUC rulings, regulations, orders, or related

legislative or legal adjudications that pertain to the use of distribution poles in California.

24.0 MISCELLANEOUS TERMS AND CONDITIONS.

24.1 Laws of the State of California. This Agreement shall be governed and construed by and in accordance with the laws of the State of California without reference to its conflicts of law principles.

24.2 No Waiver; Severability. The failure of Licensor or Licensee to enforce any provision of this Agreement or the waiver thereof in any instance including, but not limited to, the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

24.3 Nonexclusive Attachment Rights. Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by Licensor to others not parties to this Agreement to use any poles covered by this Agreement; and Licensor shall have the right to confer, continue or extend such rights or privileges, provided that such additional conferrals or extensions do not materially diminish Licensee's beneficial enjoyment, for its then existing Equipment or materially increase any prospective liability under this Agreement.

24.4 Transfer and Assignment. Licensee may assign, sell or transfer its interest under this Agreement without the approval or consent of Licensor to Licensee's principal, affiliates, members, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business reorganization; provided that Licensee gives written notice to Licensor of any such assignment, sale, merger or transfer pursuant to Section 24.7 below. Excepting the foregoing only, Licensee may not assign its rights under this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

24.5 Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on Licensor poles and if such tax is assessed upon Licensor, Licensee, on demand, will reimburse Licensor in the amount of the tax paid by Licensor.

24.6 Revocation of Agreement under G.O. 69-C. In addition to and separate from any other provision of this Agreement, providing for revocation or termination by Licensor, the provisions of this Agreement are conditional upon the right of Licensor to revoke this Agreement whenever in the interest of its service to its patrons or consumers in the conduct of its regulated electrical or gas utility business, it shall appear necessary or desirable to do so, as provided by General Order No. 69-C promulgated by the CPUC. A copy of General Order 69-C is attached hereto and incorporated herein.

24.7 Notices. All notices to be given under this Agreement shall be in writing and shall be effective upon receipt by the party to whom the notice is intended to be delivered and shall be sent either:

- by a nationally recognized overnight courier; or

• by United States Mail certified mail, return receipt requested as follows:

Notices to Licensee shall be addressed as follows:

Cingular Wireless
Attn: Network Real Estate Administration
Mail Code GAN02
6100 Atlantic Boulevard
Norcross, Georgia 30071

With a copy concurrently to:

Cingular Wireless
Attn: Legal Department
3345 Michelson Drive, Suite 100
Irvine, California 92612

Notices to Licensor shall be addressed as follows:

San Diego Gas & Electric Company
Attention: Electric Distribution Management Manager
8316 Century Park Court - CP51
San Diego, California 92123
Fax: 858.654.0321

24.8 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by both parties. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent.

24.9 Headings. The caption and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

24.10 Corporate Authority. Each of the individuals signing this Agreement for their respective company ("Company Representatives") represents and warrants that, with respect to the company for which he or she is executing this Agreement: a) he or she has the full power and authority, and the legal right, to execute this Agreement on behalf their respective company referenced in this Agreement; b) the company is executing this Agreement has taken all actions necessary to enter into and be bound by this Agreement; c) the company has the full power, authority, and the legal right to execute, deliver, perform, and observe its obligations hereunder; d) the company has taken all necessary actions to authorize the individual signing on the company's behalf to do so;; and e) the company is a duly organized and valid entity in good standing authorized to conduct business in the State of California.

24.11 Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees

(both in-house and outside attorney fees), costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the Party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A party not entitled to recover its costs shall not recover its attorneys' fees.

25. Environmental Compliance and Indemnity. Licensee shall comply with all applicable laws governing the use and occupancy of pole(s) by Licensee and/or Licensee's Equipment including, without limitation, Licensee's handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Standards").

25.1. Notice of Harmful Condition. Licensee shall not create nor shall Licensee permit its contractors, agents or other parties under Licensee's control to create or cause to exist upon or near the poles any non-compliance with Standards or any condition which create a legal nuisance, public, private or mixed, or to otherwise present an imminent threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Upon Licensee's knowledge, Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Standard and Licensee shall notify all applicable local, state or federal agencies as required by local, state or federal regulations.

25.2 Cost of Remediation. Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions and/or a violations of Standards.

25.3 Licensee's Indemnification from Harmful Conditions. Licensee shall indemnify, defend, and hold Licensor, its employees and agents, harmless from and against any claim or lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from or relate to any Harmful Conditions, violation of Standards, or injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of Licensor and Licensee, which arise during Licensee's presence on, or use of, the pole(s). Licensee expressly agrees that the indemnification, and hold harmless obligations of this paragraph are assumed by Licensee regardless of the nature of the claim or the authority or person asserting such claim, unless such claim arises from the negligence or willful misconduct of Licensor. Those obligations include the obligation to pay all costs, including, but not limited to, attorneys' fees (both in-house and outside counsel), judgments, expert witness fees, and costs, including those incurred on appeal. Further, Licensee expressly agrees that the indemnification, and hold harmless obligations assumed by Licensee with regard to abatement of Harmful Conditions and violations of Standards shall survive expiration or termination of this Agreement. Notwithstanding anything to the contrary set forth in this Section 25, Licensee shall have no responsibility for any pre-existing Harmful Condition upon or near the pole, or (b) any Harmful Condition existing after the date of this Agreement caused by Licensor's use of the pole, or any third party not under Licensee's control, except to the extent caused by the negligence or willful misconduct of Licensee.

26. Proposition 65 Notice. Certain chemicals and substances present at each pole are known to the State of California to cause cancer, birth defects, or other reproductive harm or toxicity within the meaning of the Safe Drinking Water and Toxic Enforcement Act of 1986. Licensee acknowledges that the Installation of the Equipment, including its maintenance, operation, and/or removal will, without appropriate protective measures, expose its and its subcontractors' employees, contractors, agents and any other

representatives to such chemicals and substances. Licensee is responsible for the development and implementation of appropriate protective measures. Licensee acknowledges receipt of the following warning.

WARNING

Licensee, its employees, subcontractors, agents, permittees, invitees, and representatives assigned to perform Installation of the Equipment and any maintenance, operation and/or removal activities will be exposed at the project site to chemicals and substances known to the State of California to cause cancer, birth defects or other reproductive harm or toxicity including, but not limited to, Cop-R-Plastic Groundline Treatment, Wood-Fume Fumigant and Cop-R-Nap Solution.

Licensee warrants to Licensor that it has advised or will advise its personnel and will advise and require its subcontractors to advise their employees assigned to perform any services for Licensee that they will be exposed to substances known to the State of California to cause cancer, birth defects or reproductive harm or toxicity, including, but not limited to, the substances listed above.

IN WITNESS WHEREOF, the parties have read this Agreement, understand it and agree to be bound by its terms as of the date first written above.

Licensor:

SAN DIEGO GAS & ELECTRIC
COMPANY
a California corporation

Licensee:

PACIFIC BELL WIRELESS, LLC,
a Nevada limited liability
company
d/b/a Cingular Wireless

By: GSM FACILITITES, LLC
Its: sole member

By: CINGULAR WIRELESS LLC,
Its: agent

By: Carl W
Title: Director - Electric Distribution
Date: 2/10/04 *Samuel*

By: Chauhan, V. Name L
Title: CI RCT-R Deployment
Date: 2/29/04

Exhibit A

Application

SDG&E

Advice Letter 1697-E

Attachment C

License Agreement between SDG&E
and NextG Networks of California, Inc.

LICENSE AGREEMENT
(Pole Attachment – Wire Facilities)

THIS LICENSE AGREEMENT (“Agreement”), is made as of this 5th day of October, 2004, (“Effective Date”) between SAN DIEGO GAS & ELECTRIC COMPANY, a California Corporation (“Licensor”) and NEXTG NETWORKS OF CALIFORNIA, INC., a Delaware Corporation (“Licensee”). Licensor and Licensee may be referred to sometimes herein as “Party” and collectively as the “Parties.” This Agreement will cover future Applications to attach Licensee’s Equipment to Licensor’s Poles.

WHEREAS, Licensor is an electric corporation as defined in Public Utilities Code Section 218 and it distributes power throughout the County of San Diego and a portion of the County of Orange, State of California (“Service Territory”); and

WHEREAS, incident to the distribution of electric energy, Licensor has erected electric distribution and transmission poles and towers (collectively, “Poles”) within its Service Territory. Distribution Poles are defined as poles with conductors having a voltage of 12kV or less. Transmission Poles are defined as poles or towers with conductors having a voltage of 69kV or above, excluding the towers of the Southwest Power Link, which Licensor commonly refers to as “SWPL”. The Poles are (i) on the public streets, roads, highways and other public ways (collectively, “Streets”) pursuant to franchises with various cities and counties and (ii) on private property Licensor has purchased in fee or pursuant to easements it has obtained from the property owners (collectively, “Rights-of-Way”); and

WHEREAS, Licensor may have granted to other parties a right or license to use said Poles; and

WHEREAS, Licensee is engaged in the telecommunications business, being either a cable television company and/or a provider (by wire) of telecommunications service and has a Certificate of Public Convenience and Necessity (“CPCN”) from the Federal Communications Commission (“FCC”) and/or the California Public Utilities Commission (“CPUC”) and

WHEREAS, Licensee desires to use Poles as supports for cables and wires, together with associated messenger cables, guy wires, anchors and other messenger-attached appurtenances (all hereinafter called “Licensee’s Equipment” or “Equipment”);

NOW, THEREFORE, the following terms and conditions shall govern Licensee’s use of Licensor’s Poles for Licensee’s Equipment as Licensor may permit Licensee to use, after receipt and approval of Licensee’s Application for particular Poles. This Agreement shall be a master agreement and each individual Application, when approved, shall become a separate license incorporating by reference all the terms and conditions of this Agreement.

ARTICLE 1 – LICENSE

1.1 Licensor's Rights. Licensee's occupancy of Pole space for Licensee's Equipment and the design of its attachment shall be subject to the prior written approval of the Licensor, and its presence shall be subject to present or future occupancy of Pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain its Poles and to operate its facilities thereon in a manner necessary or convenient for its own requirements. Licensor shall not be liable to Licensee for any interruption in Licensee's use of Licensee's Equipment arising in any manner from the use by Licensor of its Poles and the facilities owned by Licensor.

1.2 General. Licensor hereby grants to Licensee a non-exclusive license to use the Poles for Licensee's Equipment as designated on an Application (see 1.3 below) and approved by Licensor. Licensee's use of Licensor's Poles shall be confined to Licensee's Equipment after Licensor has given Licensee written permission to install Licensee's Equipment on specified Poles, Licensee's Equipment shall be used only for Licensee's telecommunications business. Nothing contained in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Pole or Poles.

1.3 Licensee's Application. Whenever Licensee desires to place Licensee's Equipment on any of Licensor's Poles, Licensee shall make written Application to Licensor for permission to do so, in the number of copies and in the form from time to time prescribed by Licensor. The current form of the Pole Attachment Application is attached hereto, marked Exhibit A. Licensor's current Structural Licensing Process has been provided separately to Licensee and is incorporated by reference, even though it is not attached to this Agreement. If the Application is approved, permission to place Licensee's Equipment described in said Application on the Pole or Poles therein identified shall be indicated by Licensor's signing the Application in the place provided for that purpose and returning one signed copy to Licensee. The Application will then become a part of this Agreement and subject to all of its terms and conditions. In the event of any conflict between terms specified in an Application and the terms of this Agreement, the terms of this Agreement shall prevail.

1.4 Installation of Equipment. Upon its receipt of the signed copy of the Application, but not before, Licensee may install, maintain and use Licensee's Equipment as described in the Application on the Pole or Poles specified. Provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present during such installation. Licensee shall complete the installation of Licensee's Equipment on the Pole or Poles covered by each approved individual Application within such time limit as Licensor shall designate on said Application. If Licensee fails to complete the installation of Licensee's Equipment on said Pole or Poles within the prescribed time-limit (or within such additional time as Licensor may agree to in writing), the permission granted by Licensor in the signed Application to place Licensee's Equipment on said Pole(s) shall be automatically revoked. Licensee shall apply again for permission to attach Licensee's Equipment to the Poles.

1.5 Unauthorized Equipment. Licensee shall not have the right to place, and it shall not place, any Equipment on any Pole without first making Application therefore and receiving

permission to do so from Licensor as set forth above. Licensee shall not add any Equipment to any Pole or change the position of any Equipment on any Pole without Licensor's prior written approval. If Licensee places additional Equipment on an approved Pole, any Equipment on a non-approved Pole, or changes the position of Licensee's Equipment on an approved Pole, Licensor shall have the right to charge Licensee a one-time fee of Five Hundred Dollars (\$500.00) per Pole on which Licensee has made the unauthorized attachment. This fee is the Parties' reasonable estimate of the damages to Licensor because of the unauthorized attachment and shall be in addition to any fee usually charged by Licensor to determine whether to permit the attachment and the Annual Fee (as hereafter described). If Licensor determines it cannot permit the attachment, Licensee shall remove the Equipment within a reasonable amount of time as specified in Licensor's written notice. If Licensee fails to remove the unauthorized Equipment as required, Licensor may (but is not required to) remove it, at Licensee's sole cost and expense, and Licensee shall not be liable for damages to Licensee's Equipment nor for any interruption in service occasioned by Licensor's removal.

1.6 No Obligation to Maintain Poles. Nothing contained in this Agreement shall obligate Licensor to maintain its Poles or any of them in existence for a period of time longer than the same are convenient or necessary for Licensor's own service requirements. If Licensor determines that it no longer needs to maintain a Pole, Licensor may provide notice to Licensee in accordance with Section 7.3 below that Licensee's right to use such Pole is revoked.

ARTICLE 2 - SPACE

2.1 Insufficient Space. In the event that Licensee desires to use a Pole on which there is not adequate space for Licensee's Equipment, Licensor will so indicate on the Application, and if feasible Licensor shall state the necessary changes and the estimated cost thereof in order to accommodate Licensee's Equipment. If Licensee still desires to use said Pole or any Pole erected by way of replacement of an existing Pole and returns the Application marked to so indicate, Licensor will replace such Pole with a longer Pole and/or rearrange the facilities on such Pole. Provided that, Licensor may require Licensee to pay, in advance, to Licensor and any other party using said Pole by reason of a joint pole agreement or otherwise, the estimated cost to be incurred by each of them of transferring to the new Pole all equipment supported by the existing Pole, plus the installed cost of the new Pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less allowance for depreciation included with respect to the Pole removed and/or the estimated cost of such rearrangement of facilities. Licensee shall be responsible for Licensor's actual cost of this work. If the actual cost is greater than the estimated cost paid by Licensee to Licensor, Licensee shall pay the additional amount invoiced within thirty (30) days. If the actual cost is less than the estimated payment, Licensor shall refund the difference to Licensee without interest. It shall be Licensee's responsibility to make the appropriate arrangements with any other party who has equipment attached to the Pole.

2.2 Rearrangement of Equipment. In the event that, in Licensor's judgment, Licensee's existing Equipment on any Pole renders inadequate the space for the placement or use of any facilities thereon required by Licensor, and if said facilities could be placed on said Pole

by removing or rearranging Licensee's Equipment, Licensor may notify the Licensee of the removal or rearrangement required in order to permit the placement of Licensor's facilities as aforesaid, and to continue the accommodation of Licensee's Equipment, together with an estimate of the cost of making any such changes. If Licensee desires to continue to maintain its Equipment on said Pole, or such replacement Pole and so notifies Licensor, Licensor will make such Pole replacement, if required, and will request the other of the aforesaid parties then maintaining facilities upon such Pole to make such rearrangements or transfers of said existing facilities. The same shall be done at the risk and expense of Licensee and Licensee will, on demand, pay Licensor for the expense incurred. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said Pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise. If Licensee does not notify Licensor within thirty (30) days, Licensee shall remove its Equipment from such Pole within thirty (30) days from such notification from Licensor.

ARTICLE 3 – MINIMIZATION OF NUMBER OF POLES

3.1 **Right of First Refusal/New Licensor Pole.** In order to keep the number of Poles in the Service Territory to a practical minimum, Licensee agrees not to erect any pole of its own in Licensor's Service Territory where Licensor is willing to accommodate Licensee's Equipment or to provide a Pole reasonably adequate to accommodate Licensee's Equipment. If Licensee should require Equipment in a location and Licensor shall not have Poles so located as to fulfill Licensee's requirements, Licensee shall submit an Application to Licensor, in order that Licensor may determine whether it wishes to place Poles in such a location. If Licensor is willing to erect Poles in such location adequate to provide for Licensee's Equipment, Licensor shall so indicate on the Application and return it to Licensee. Licensor shall then proceed to erect said Poles. Upon receipt by Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's Equipment under the terms and provisions of this Agreement, or upon failure of Licensor to notify Licensee of approval of its Application within ninety (90) days from the date the Application is received by the Licensor, Licensee may proceed to erect its own poles. Until receipt of said notice or until expiration of the ninety (90) day period, Licensee will not erect any poles of its own within Licensor's Service Territory.

3.2 **Replacement of Licensee's Pole.** If Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this Agreement and Licensor desires to place and maintain a Pole or Poles of its own in or near the location of Licensee's pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. Said notice shall designate the pole or poles to be removed and replaced. After said thirty (30) day period, Licensor may replace Licensee's pole or poles with its own Pole or Poles. Upon such replacement, Licensee's use of Licensor's Pole or Poles shall be governed by all of the terms and conditions hereof; provided, however, no Annual Fee shall be applicable to Poles erected as replacement pursuant to the terms of this paragraph. Licensor shall bear the cost of removal and replacement of said Poles and of the relocation of Licensee's Equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

ARTICLE 4 – REMOVAL OR TRANSFER OF POLES AND ATTACHMENTS

4.1 Licensors Replacement of Poles. Licensee shall, at its sole risk and expense, upon request of Licensor, relocate, replace or renew Licensee's Equipment and transfer it to Poles erected by way of replacement of existing Poles, and perform any other work in connection with said Equipment that may be required by Licensor; provided, however, that in cases of emergency, or if Licensee does not perform the work within 60 days, Licensor may, at Licensee's sole risk and expense relocate, replace or renew said Equipment, transfer it to Poles erected by the way of replacing existing Poles and perform any other work in connection with said Equipment that may be required in the maintenance, replacement, removal or relocation of said Poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said Pole or of facilities thereon and the Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred. Licensor need not do so, however, and Licensee shall be responsible to Licensor for all damages caused Licensor by the delay.

4.2 Licensee's Removal of Equipment. Licensee may at any time remove its Equipment from any of the Poles, and, in each such case, Licensee shall give Licensor prior written notice of such removal by submitting an Application stating the Equipment to be removed and, if applicable, the new Pole desired. Removal of Licensee's Equipment from any Pole within the time period specified in the Application or failure to install further approved Equipment on a new Pole within sixty (60) days from the date of Licensor's approval of the Application shall constitute a termination of Licensee's right to use such Pole; provided, however, that this provision shall be inapplicable if Licensee's right to use the Pole would otherwise be sooner terminated by reason of the operation of some other provision of this Agreement. As an alternative, Licensor may itself perform the removal at Licensee's cost.

4.3 Limitation of Damages. Licensor shall not be liable, whether in contract, tort, strict liability or otherwise for any special, incidental, indirect or consequential damages, including, but not limited to, interruption of Licensee's service or interference with the operation of Licensee's Equipment.

ARTICLE 5 - FEES

5.1 Contract Administration Fee. Commencing with the Effective Date of this Agreement and on January 1 of each succeeding year during the term of this Agreement, Licensee shall pay Licensor the sum of Three Hundred Dollars (\$300.00) as a contract - administration fee. Payment shall be due and payable within sixty (60) days after Licensor's invoices.

5.2 Annual Fee. In January following the Effective Date, Licensor shall invoice Licensee for Annual Fees (described below) due for the preceding calendar year. During January of each succeeding year, Licensor shall invoice Licensee Annual Fees, described below,

for each Pole to which Licensee's Equipment is attached. Payment for each Pole to which Licensee's Equipment is attached during a calendar year shall be prorated at one-twelfth (1/12) of the Annual Fee amount based on the number of whole months remaining during the calendar year. Annual Fees shall be paid within sixty (60) days after presentation of Licensor's invoice. There shall be four separate types of Annual Fee: one for distribution Poles; one for transmission Poles in the Streets, one for wood transmission Poles in Rights-of-Way and one for steel transmission Poles in Rights-of-Way.

5.2.1 Distribution Pole Annual Fee. The Annual Fee for attachments to distribution Poles is currently \$5.86 per Pole per year. The Annual Fee for distribution Poles is the same, whether the Poles are located in Streets or in Rights-of-Way.

5.2.2 Franchise Transmission Pole Annual Fee. The Annual Fee for attachments to transmission Poles in the Streets is currently \$16 per Pole per year.

5.2.3 Right-of-Way Wood Transmission Pole Annual Fee. The Annual Fee for attachments to wood transmission Poles in Rights-of-Way is currently \$22.12 per Pole, per year.

5.2.4 Right-of-Way Steel Transmission Pole Annual Fee. The Annual Fee for attachments to steel transmission Poles in Right-of-Way is currently \$278.97 per Pole, per year.

5.3 Existing Pole Attachments. Nothing herein shall be construed as Licensor's approval of any previously made un-authorized attachments or to prevent Licensor from exercising the remedies under this Agreement as a result of un-authorized attachments.

5.4 Payment and Late Charge. Licensee shall pay all invoices within sixty (60) days. Amounts not paid shall be subject to late charge of 5% and shall bear interest at the rate of 10% per annum until paid.

5.5 Change in Fees. Licensor may increase any or all of the fees specified in this Article not more often than once a year, in accordance with the methodology of California Public Utilities Code Section 767.5 and decisions of the CPUC, upon no less than sixty (60) days prior written notice to Licensee. Annual Fees for Licensee's Equipment already attached to Poles shall be effective the first day of the following calendar year. If such changed Contract Administration Fee or Annual Fee is not acceptable to Licensee, Licensee may terminate this Agreement as elsewhere provided herein and remove its Licensee's Equipment from the Poles, or, Licensee shall pay the prior year's Fees to Licensor and the Parties shall submit the matter to the CPUC for resolution (using the CPUC's dispute resolution procedures or any other appropriate method).

ARTICLE 6 – SAFETY AND PERMITS

6.1 Compliance with All Rules, Laws and Licensor's Specifications. Licensee shall, at its own sole risk and expense, place and maintain Licensee's Equipment on Poles (i) in a safe condition and in good repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said Poles by Licensor or others using said Poles, or with the working use of facilities of Licensor or others on or from time to time placed on said Poles, (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe in its Structural Licensing Process publication, and, (iv) in conformity with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing, General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

6.2 Licensor No Liability for Licensee's Noncompliance. Licensor's approval of Applications is not to be construed as assurance by Licensor that Licensee's Equipment as installed or maintained will comply with the requirements of General Order No. 95 and applicable laws. Licensor assumes no responsibility or liability for any failure by Licensee to comply with the requirements set forth in Section 6.1.

6.3 Guys and Anchors.

6.3.1 Not Coincident. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of Licensee's Equipment on said Poles in the cases where Licensee's anchorage requirements are not coincident with those of Licensor. In those cases where existing guys and anchors are inadequate to support Licensee's strains, and separate guys and anchors are not desired, or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said Poles, or any of them, resulting from the placing of additional facilities on said Poles and said guys and anchors would have been adequate to hold the additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

6.3.2 Coincident. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's Equipment and of Licensor's facilities on said Poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgment such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its Equipment on said Poles.

6.3.3 Strains. The term "strains" as herein used shall mean the forces created by the failure of a Pole and its facilities located thereon to maintain its static equilibrium.

6.4 Licensee's Duty of Care. Licensee shall exercise special precautions to avoid causing damage to the facilities of Licensor and others on the Poles, and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate

report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

6.5 Licensor's Inspection. Licensor shall have the right to inspect each new installation of Licensee's Equipment on and in the vicinity of the Poles and to make inspections, thereafter at any time. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability under this Agreement.

6.6 Workers. All work done on or about the Poles or for Licensee in connection with the installation, operation and maintenance of Licensee's Equipment shall be performed by workers qualified to perform such work, and Licensee shall be solely liable for any and all damage, injury, or death resulting from the acts or omissions of Licensee, its employees, agents or contractors.

6.7 Permits. Licensee shall obtain all necessary franchises, permits, licenses and rights-of-way for the erection, operation and maintenance of Licensee's Equipment over, along, across, on, through and under the Streets and Rights-of-Way. Upon Licensor's request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements. This Agreement shall not be construed as a grant of right-of-way or easement by Licensor to use the property on which the Poles are located. This Agreement provides a right to use the Poles themselves to support Licensee's Equipment, after the necessary franchises, permits, licenses and/or and rights-of-way have been obtained by Licensee. Licensor makes no warranty, express or implied, that Licensor is granting Licensee any legal rights to install its facilities on public or private property, other than for the use of Licensor's Poles once all necessary franchises, permits, licenses and/or rights-of-way have been obtained by Licensee.

6.8 Security Rules. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about Poles by any of its employees, agents or contractors who is judged a security risk. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

a. File with the Licensor upon Licensor's request, a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about Poles or Licensee's Equipment, and shall file with Licensor supplemental lists thereof whenever changes in such personnel are made.

b. Provide suitable identification for each such employee, agent and contractor referred to in (a) above.

ARTICLE 7 – TERM AND TERMINATION OF LICENSE OR ATTACHMENTS

7.1 Term. Each Application, once approved by Licensor and incorporated into this Agreement, shall be a separate Agreement for Licensee's Equipment specified in said Application, which shall continue until terminated or revoked as elsewhere provided in this

Agreement. Licensee may terminate the Agreement for a particular Application by submitting an Application to remove the Equipment, in which case the termination shall be effective as of the date the Application is approved and Licensee has removed the Equipment.

7.2 Termination By Either Party. Licensor or Licensee may terminate this Agreement upon at least thirty days prior written notice to the other Party. Said termination shall not affect Applications already submitted by Licensee before the effective date of the termination. In addition, Licensor may also terminate this Agreement in whole or in part (including as to existing Pole attachments, Applications which have already been approved or which are pending), in the event of Licensee's default (see Section 9.1 below).

7.3 Revocation of Right to Use Poles. Licensor may revoke for any reason or no reason Licensee's right to use each, any, or all Poles at any time upon thirty (30) days written notice to Licensee, and Licensee shall remove Licensee's Equipment from such Poles within said thirty (30) days. Provided, however, that as long as Licensor has no contrary obligation to a local governmental authority or other third party, in the event Licensor should revoke Licensee's right to use:

(a) 30 - 59 Poles within any thirty (30) day period, Licensee shall have sixty (60) days to remove Licensee's Equipment;

(b) 60 - 90 Poles within any thirty (30) day period, then Licensee shall have one hundred twenty (120) days to remove Licensee's Equipment;

(c) If Licensee's Equipment is on more than 90 Poles, and Licensor terminates Licensee's right to use 90% or more of Poles in use by Licensee as of the beginning of a ninety (90) day period, then Licensee shall have 240 days within which to remove Licensee's Equipment.

(d) If Licensor revokes the right to use Poles under the provisions of General Order No. 69-C, Licensor shall attempt to provide Licensee with the same time periods as specified above to remove Licensee's Equipment, but Licensor need not do so if the interests of its patrons or consumers require otherwise.

7.4 Termination Because of General Order No. 69-C. Notwithstanding any provision in this Agreement to the contrary, this Agreement is subject to General Order No. 69-C of the CPUC and the right of Licensor, either itself or upon order of the CPUC, immediately upon written notice to Licensee, to terminate this Agreement or any Pole attachment whenever, in the interest of its service to its patrons or consumers, it shall appear necessary to do so. The terms of said General Order are incorporated by reference.

7.5 No Refunds / Removal of Equipment. No refunds of Annual Fees shall be due or payable for the year in which this Agreement (or any particular Application) terminates or is revoked. Licensee shall remove all of Licensee's Equipment from all Poles by the effective date of termination.

7.6 Licensor's Removal. If Licensee should fail to remove Licensee's Equipment from any Pole within the time periods allowed, Licensor may elect to do such work at Licensee's sole risk and expense. Licensee, upon demand, will reimburse Licensor for the entire expense incurred by Licensor.

7.7 Licensee's Waiver of Claims. Licensee hereby releases Licensor and holds Licensor harmless from any and all claims or actions which might arise from the interruption or discontinuance of Licensee's operation as a result of the application of this Article 7.0 or any other Section of this Agreement.

7.8 SBC California's Poles. Licensor does not by the terms and conditions of this Agreement, purport to grant to Licensee any right or privilege whatever to use poles owned by SBC California, even though Licensor itself, has by reason of a Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee is obligated to comply with whatever terms and conditions have been or may hereafter be established by SBC California for the use of the same.

ARTICLE 8 – INDEMNITY, ENVIRONMENTAL AND INSURANCE

8.1 General Indemnity. Except to the extent caused by the negligence or willful misconduct of Licensor, Licensee shall indemnify and hold harmless Licensor (including its parent and affiliates) from and against any and all claims, demands, suits, causes of action, costs of defense, attorneys' fees, witness fees, including expert witness fees, penalties and all other liabilities (hereafter "Claims") for:

(i) damage to or destruction of property of third parties arising out of the installation or presence of Licensee's Equipment on any Pole or Licensee's exercise of any rights under this Agreement or its breach of this Agreement;

(ii) injury to or death of any person including, but not limited to, any employee, agent or independent contractor of Licensor or Licensee or of any third party arising out of the installation or presence of Licensee's Equipment on any Pole or Licensee's exercise of any rights under this Agreement or its breach of this Agreement;

(iii) injury to or loss by Licensee's customers, any governmental entity, owner or occupant of the real property on which any Poles or Licensee's Equipment are located arising out of this Agreement, the exercise by Licensor or Licensee of any rights or remedies under this Agreement, or the breach by Licensee of any obligation or condition of this Agreement.

(iv) any challenge to Licensor's franchise(s) or Rights-of-Way by a governmental entity or real property owner as a result of the attachment of Licensee's Equipment to Poles.

8.2 Environmental Compliance and Indemnity. Licensee shall comply with all applicable laws governing the use and occupancy of Pole(s) by Licensee and/or Licensee's Equipment including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Standards").

8.2.1 Notice of Harmful Condition. Licensee shall not create nor permit to be created nor permit to exist upon or near the Poles any non-compliance with Standards or any

condition which could be alleged to create a nuisance, public, private or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Standard and Licensee shall notify all applicable local, state or federal agencies as required by local, state or federal regulations.

8.2.2 Cost of Remediation. Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions and/or a violations of Standards.

8.2.3 Licensee's Indemnification from Harmful Conditions. Licensee shall indemnify, defend, and hold Licensor, its employees and agents, harmless from and against any claim or lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from or relate to any actual or alleged Harmful Conditions, actual or alleged violation of Standards, or actual or alleged injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of Licensor and Licensee, which arise during Licensee's presence on, or use of, the Pole(s), except to the extent caused by Licensor's negligence or willful misconduct. Those obligations include the obligation to pay all costs, including, but not limited to, attorneys' fees (both in-house and outside counsel), judgments, expert witness fees, and costs, including those incurred on appeal. Further, Licensee expressly agrees that the indemnification, and hold harmless obligations assumed by Licensee with regard to abatement of Harmful Conditions and violations of Standards shall survive expiration or termination of this Agreement.

8.3 Insurance. At all times during the term of this Agreement, Licensee covenants and agrees to provide and maintain insurance in at least the minimum amounts specified below with insurers rated at least "A-" or better by A.M. Best's Guide. Licensor reserves the right to make reasonable changes in the amounts and types of insurance coverage it requires of Licensee, based upon changes in the insurance industry or Licensor's or Licensee's business, changes in risk exposure, history of claims against Licensee's insurance or of indemnity claims against Licensee, changes in Licensee's financial condition, or other reasonable factors as Licensor's Risk Management department may reasonably deem appropriate. Licensee shall be given at least sixty (60) days notice of a change in insurance requirements.

8.3.1 Commercial General Liability Insurance. Licensee shall maintain coverage for bodily injury and property damage, including, blanket contractual liability and products/completed operations, with no exclusion for explosion, collapse and underground property damage hazards. Such insurance shall provide severability of interests or a cross liability clause. In no event shall such insurance be written for limits less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

8.3.2 Workers Compensation Insurance. Licensee shall maintain Workers' Compensation insurance as required by California law, including coverage for U.S.

Longshoremen's and Harborworker's Act where applicable, and All States Endorsement and Employer's Liability Insurance in limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

8.3.3 Automobile Insurance. Licensee shall maintain Commercial Automobile Liability insurance against claims for bodily injury and death or property damage covering all owned, non-owned and hired vehicles, with minimum limits of liability of \$1,000,000 combined single limit.

8.3.4 Additional Provisions. Any insurance carried in accordance with this Section with the exception of workers' compensation and employers' liability shall provide that:

(i) Licensor (including its parent and affiliates) is named as an additional insured with the understanding that any obligation imposed upon the insured (including, without limitation, the duty to pay premiums or to inform customers of insurance lapses) shall be the sole obligation of Licensee and not that of any other insured;

(ii) The interests of Licensor (and its parent and affiliates) as an additional insured shall not be invalidated by any action or inaction of Licensee or any other person and shall insure Licensor (and its parent and affiliates), regardless of any breach or violation by Licensee or any other person, other than Licensor, as the case may be of any warranties, declarations or conditions contained in such policies;

(iii) Such insurance shall be primary without right of contribution of any other insurance or self insurance maintained by Licensor;

(iv) The policies will not be canceled without giving Licensor at least thirty (30) days prior written notice, ten (10) days for cancellation due to non-payment of premium.

Licensee will give Licensor at least thirty (30) days prior written notice of any reduction or restriction of insurance coverage limits.

8.3.5 Evidence of Insurance. On or before the effective date of this Agreement and on each anniversary of such date, Licensee shall arrange for furnishing Licensor with certificates of insurance evidencing all required insurance. Such certification shall be executed by such insurer, or by an authorized representative of each insurer.

8.4 Surety and Payment Bonds. Upon Licensor's written request, Licensee shall, 15 days prior to the installation of equipment under this Agreement, furnish Licensor with a bond or letter of credit to cover the faithful performance by Licensee of all the terms and provisions of this Agreement on its part to be performed, which shall be in the amount of at least \$50,000, or such other amount as Licensor may reasonably request. If a letter of credit, it shall be issued or confirmed by a California bank reasonably acceptable to Licensor and shall have terms and conditions acceptable to Licensor in its sole conditions. If a bond, it shall meet the requirements set forth below in this paragraph. Upon Licensor's request, Licensee shall also provide a payment bond to secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended to connection with the construction and installation, operation and maintenance or existence of Licensee's Equipment pursuant to the terms of this Agreement. Any change in the terms covenants or conditions of this Agreement, with or without notice or consent

of the surety or sureties, shall not release the surety on said bonds. Such bonds shall be issued by a surety company selected by the Licensee and satisfactory to Licensor. The surety company must be listed on U. S. Department of Treasury Circular 570 and must have a Treasury Limit in excess of the bond amount. In addition, the surety company must have a rating of "A-" or better from A.M. Best and be authorized to transact business in this state. Said bonds shall meet all the requirements and contain all conditions required by the laws of the State of California. The bonds shall not be subject to termination or cancellation, except on 90 days prior written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect through the life of this Agreement.

ARTICLE 9 - DEFAULT

9.1 Default. The appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach or default of this Agreement, if any such appointment or action continues for a period of thirty (30) days. Any purported transfer or assignment of this Agreement or any Pole attachment under it by Licensee (whether voluntarily or involuntarily) without the prior written consent of Licensor shall be a default under this Agreement. Any breach of any other material term of this Agreement which is not cured within thirty (30) days of Licensor's written notice to Licensee shall be a default under this Agreement including, but not limited to failure to, pay any Fee or other amount when due, or making an unauthorized attachment.

9.2 Remedies. In the event of any default hereunder, Licensee shall be liable to Licensor for all damages. Licensor, without further notice to Licensee, may immediately commence and prosecute to completion the removal of any and all of Licensee's Equipment and all costs of removal shall be recoverable by Licensor from Licensee. Removal shall be in addition to any other rights or remedies Licensor may have at law or equity. Licensor shall have no liability to Licensee for any damages Licensee may suffer directly or indirectly from any actions Licensor may take in exercising any of its remedies, including, but not limited to, those for loss of profits or claims by Licensee's customers.

ARTICLE 10 - MISCELLANEOUS

10.1 Assignments. Licensee shall not assign this Agreement, in whole or in part, voluntarily or involuntarily, to any other person or party without the written consent of Licensor first had and obtained, which shall not be unreasonably delayed, withheld or conditioned Licensee may enter into agreements with third parties regarding the use of Licensee's facilities provided that the third party does not have the right to physically alter any Pole or Licensee's Equipment.

10.2 Waiver. Any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or different condition or obligation.

10.3 Notices. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon (a) delivery by hand or overnight courier service; (b) two business days after deposited in the U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt, to the parties as follows:

Notice to Licensee:

NextG Networks of California, Inc.
Attention Contracts Manager
1759 South Main Street, Ste. 128
Milpitas, CA 95035
Facsimile:(408) 719-8560

Notice to Licensor:

San Diego Gas & Electric Company
Attention Compliance Management (Joint Facilities)
8316 Century Park Court, CP51D
San Diego, CA 92123-1582
Facsimile: (858) 654-0321

10.4 Time Is of the Essence. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of this Agreement.

10.5 No Liens. Licensee shall keep Licensor's property, the property where the Poles are located and the Poles free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

10.6 Changes. This Agreement shall be subject to such changes or modifications as may be required by decisions or orders of the California Public Utilities Commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this Agreement shall so state. Except as stated in the previous sentence, this Agreement shall not be changed or altered other than by written agreement of the Parties.

10.7 Integration. This Agreement including all attachments incorporated by reference constitutes the complete expression of the Parties' agreement as to its subject matter and supercedes all prior or contemporaneous oral or written agreements.

10.8 Choice of Law/Venue. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed. The federal and state courts located in San Diego County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

10.9 Joint and Several Liability. If there is more than one Licensee, the liability of each shall be joint and several.

10.10 No Partnership. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. All work performed by any one Party under this Agreement shall be performed as an independent contractor.

10.11 Interpretation. Section headings shall not expand, alter or limit the meaning of the text of this Agreement and are inserted for convenience only.

10.12 Exhibits and Recitals. All exhibits and recitals are incorporated by reference.

10.13 Survival. Where the context permits, the obligations of Licensee shall survive the Agreement's termination.

10.14 Attorney's Fees. If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees.

10.15 Successors. This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors and assigns.

IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By: 

Its: _____

NEXTG NETWORKS OF CALIFORNIA, INC.

By: 

John Georges
Its: President and CEO

SDG&E

Advice Letter 1696-E

Attachment D

Licensing Agreement between SDG&E
and InSITE Solutions, LLC

LICENSE AGREEMENT

(Pole Attachment - Communication Antenna)

THIS LICENSE AGREEMENT (the "Agreement") is made this 12th day of September, 2003 ("Effective Date") between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (hereinafter referred to as "Licensor") and InSITE Solutions LLC, a Maryland limited liability company (hereinafter referred to as "Licensee").

WHEREAS, Licensor is a utility company and has installed distribution poles and stubs (12kV or less) within its service territory for the distribution of electricity (hereinafter referred to as "pole"); and

WHEREAS, Licensee is a telecommunications company that desires to attach its communication antennas, together with their appurtenances, to Licensor's poles; and

WHEREAS, Licensee shall have first obtained a CPCN from the FCC or the CPUC prior to attaching anything to any pole under the terms of this Agreement ") (NOTE: in accordance with the REPORT AND ORDER in CC Docket No. 97-11 SECOND MEMORANDUM OPINION AND ORDER in AAD File No. 98-43, InSITE has been granted a CPCN by the FCC under Section 214 by virtue of the "blanket" entry certification to all carriers seeking to construct, operate, or engage in transmission over domestic lines of communication, to the extent such authority is required under the statute". The above referenced document is attached).

NOW, THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 Scope of Agreement.

1.1 Use of Licensor's Poles. Licensee may attach only those antennas, cables and wires, together with associated messenger cables, guy wires, anchors, mounting brackets, electric conduit and other appurtenances (hereinafter collectively referred to as the "Equipment") that Licensor gives Licensee prior written permission to attach to its poles pursuant to this Agreement. The Equipment shall be: (i) used only for reception of radio frequency signals using Licensee's wireless communications network; and (ii) located only on that portion of Licensor's pole expressly agreed to by Licensor and not on any other part of a pole used for electrical distribution.

1.2 Ancillary Access. Licensor hereby grants to Licensee a license to use its access rights, if any, for ingress and egress to and from each of the poles covered by this Agreement but only to the extent permissible under the applicable documents.

2.0 Term of Agreement. The term of this Agreement shall be twenty (20) years commencing on the Effective Date (hereinafter "Term"). However, this Agreement may be terminated earlier by (i) either party if the other party fails to perform an obligation(s) under the terms of this Agreement in which case this Agreement shall terminate ninety (90) days after receipt of written notice from the non-defaulting party; or (ii) for any reason by Licensee in which case this Agreement shall terminate one (1) year after Licensor's receipt of written notice from Licensee.

Termination of this Agreement shall not release either party from any liability or obligation under the terms of this Agreement that accrued prior to its termination.

3.0 Pole Attachment Application. When Licensee desires to place Equipment upon any pole(s), Licensee shall submit a written application to Licensor in substantially the same form as Exhibit A, attached hereto and incorporated herein (the "Application"). The Application form may be changed by Licensor from time to time. If Licensor consents to Licensee attaching Equipment to a particular pole, then Licensor shall deliver one (1) copy of the approved Application signed by Licensor's Joint Facility Administrator or other authorized employee to Licensee (the "Approved Application"). Licensor shall notify Licensee of Licensor's consent or denial of Licensee's Application within twenty (40) days of Licensee's submission of said Application to Licensor.

4.0 Installation and Inspection.

4.1 Licensor's Inspections. Upon receipt of an Approved Application and payment of the sums required in Section 5.0 of this Agreement, Licensee may install, replace, maintain and use that Equipment described in the Approved Application on the pole described in the Approved Application; provided, however, that before installing the Equipment, Licensee shall notify Licensor's Construction Department by telephoning 858. 654-8216 of the day and time Licensee intends to install the Equipment so that Licensor may, at its option and at the expense of Licensee, be present when the installation is performed. Licensee shall provide Licensor with no less than five (5) business days prior notice of its intent to install Equipment pursuant to an Approved Application. Alternatively, Licensor may elect to inspect the

Equipment and pole after the Equipment has been installed in lieu of attending the construction. Licensor will perform construction inspections or final inspections, whichever the case may be, at Licensee's sole cost and expense.

After the initial inspection, Licensor may inspect each installation of Equipment and inspect the Equipment as often as conditions may warrant in Licensor's sole and absolute discretion. Such inspection shall not relieve Licensee of its responsibility and obligation to maintain the Equipment in a good and workmanlike manner.

4.2 Additional Equipment. Licensee shall not place any other equipment upon any pole owned by Licensor or materially change the position of any Equipment attached to a pole without Licensor's prior written consent. Requests to place additional equipment on a pole previously approved by Licensor for attachment shall require a separate Application prepared in accordance with the terms of this Agreement.

5.0 Fees.

5.1 License Fee. Licensee shall pay an annual administration fee equal to Four Hundred Dollars (\$400.00) (hereinafter referred to as the "License Fee"). The License Fee shall be due upon execution of this Agreement and then annually thereafter on its anniversary date.

5.2 Attachment Fee. There shall be a annual attachment fee in an amount equal to Forty Dollars (\$40.00) for each pole utilized by Licensee under the terms of this Agreement ("Attachment Fee"). The Attachment Fee may be increased annually, in Licensor's sole discretion, in an amount equal to six percent (6%). Equipment installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Attachment Fee shall be paid at the time Licensee receives its Approved Application.

5.3 Additional Attachments. If Licensee desires to attach additional equipment pursuant to Section 4.2 above, Licensee shall pay an amount equal to Twenty-five Dollars (\$25.00) for processing the additional Application.

5.4 Payments Due. All amounts payable by Licensee under the terms of this Agreement shall be due and payable within thirty (30) calendar days after Licensee's receipt of an invoice from Licensor. Licensee's failure to pay any sum when due shall constitute a default under the terms of this Agreement.

6.0 Evidence of Attachment Authorization. Licensee shall retain a copy of all Approved Applications and Licensee shall provide proof of an Approved Application for any pole containing Equipment when requested by Licensor. Licensee shall provide proof of an Approved Application within ten (10) business days of a written request from Licensor. If Licensee cannot provide proof of an Approved Application with respect to a particular pole, Licensee shall pay to Licensor a one-time fee of Five Hundred Dollars (\$500.00) for the unapproved pole attachment and Licensee shall submit an application to Licensor in accordance with the terms of this Agreement.

7.0 Rearrangement of Equipment/Replacement of Pole.

7.1 Rearrangement to Accommodate Equipment. If, in the sole judgment of Licensor, the Equipment requires rearranging existing facilities on a pole or the replacement of a pole to provide adequate pole space for the Equipment, Licensor shall notify Licensee. Licensee may request that Licensor design a "work around" to accommodate the Equipment in which case Licensee shall pay Licensor an engineering fee equal to Two Hundred and Fifty Dollars (\$250.00) ("Engineering Fee") for each affected pole.

Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction. If Licensee elects to proceed with Licensor's proposed design to accommodate the Equipment, Licensee shall pay the actual cost incurred by Licensor for the facility rearrangements and/or the pole replacement. If Licensee elects to proceed with Licensor's proposed design, Licensee shall receive a credit towards the actual cost of the facility rearrangement or the pole replacement (whichever the case may be) in an amount equal to the Engineering Fee. If Licensee elects not to proceed with the facility relocation or the pole replacement, Licensor shall retain the Engineering Fee.

7.2 Rearrangement to Accommodate Licensor. If, in Licensor's sole judgment, the Equipment on any pole interferes with or prevents Licensor from placing or replacing Licensor's own facilities, Licensor shall notify Licensee in writing of the need for Licensee to rearrange its Equipment or the need to replace the pole in order to accommodate the Equipment and Licensor's facilities. Licensor's notice shall include: (i) request for Licensee to rearrange, remove or relocate its Equipment; or (ii) an estimate of the cost of changing out the pole or rearranging Licensor's facilities.

Licensee shall rearrange, remove or relocate its Equipment within the next ninety (90) days following its receipt of

Licensors notice or pay the actual cost for Licensor to change out the pole(s) or rearrange Licensor's facilities or remove the Equipment as solely determined by Licensor. If Licensee does not desire to maintain its Equipment on the pole, then Licensee shall remove its Equipment within ninety (90) days of its receipt of Licensor's notice. If Licensee fails to remove its Equipment within the ninety (90) days, Licensor may remove the Equipment at Licensee's sole risk and expense. If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's facilities or changing out the pole, Licensee shall be entitled to re-install its Equipment on another pole in accordance with the procedures set forth herein, except that the License Fee and the Attachment Fee set forth in Section 5.0 shall be waived by Licensor to the extent they were paid for the existing Equipment.

8.0 Installation of Equipment.

8.1 Installation. Licensee may install its Equipment on the pole specified in an Approved Application using licensed contractors and in accordance with Licensor's "Structural Licensing Process" and Licensor's "Construction Standards" which may be changed from time to time in Licensor's sole and absolute discretion. Licensee shall install and maintain its Equipment in a good and safe workmanlike condition and in a manner satisfactory to Licensor so as not to conflict or interfere with the use of the pole by Licensor or other users of the pole. Licensee shall install and maintain the Equipment in accordance with all applicable laws, regulations and ordinances including, without limitation, General Order No. 95 as promulgated by the California Public Utilities Commission ("CPUC").

8.2 Safe Installation Procedures. Licensee shall require its employees and contractors working on or about any poles to inspect the poles as well as all crossarms and wires, and to ascertain that the same are safe to work with or upon before climbing the poles, attachments, crossarms or wires, and shall also charge such employees and contractors with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees and agents work to ascertain that the same are in a safe condition and repair.

8.3 Time of Installation. Licensee shall complete the installation of its Equipment within the time limit(s) stated on the Approved Application but in no event more than thirty (30) days from its receipt of the Approved Application. If Licensee fails to install its Equipment within the prescribed time limit set forth in the Approved Application or thirty (30) days,

whichever the case may be, the permission granted in the Approved Application shall be deemed revoked by Licensor. If the Approved Application is revoked, Licensee shall not place any Equipment upon the pole without first resubmitting an Application and receiving an Approved Application. If permission to install Equipment is revoked, Licensor shall refund to Licensee the Attachment Fee less an application-processing fee of Twenty Dollars (\$20.00).

9.0 New Pole Exclusion Zones. In order to keep the number of poles to a minimum, Licensee shall not erect one of its poles within three hundred feet (300') of any Licensor-owned pole. Licensee further agrees not to erect any pole where no other pole exists until Licensee notifies Licensor of its need for a pole and Licensor elects not to erect, at Licensor's sole cost and expense, a new pole at that location.

10.0 Retention of Pole Ownership Rights. Nothing in this Agreement shall impose any obligation upon Licensor to grant permission to use any of its poles and nothing herein shall restrict Licensee from negotiating with other pole owners for use of their poles.

11.0 No Obligation to Maintain in Existence. Nothing in this Agreement shall obligate Licensor to keep and maintain its poles for a period of time longer than the poles are convenient or necessary for Licensor's business.

12.0 Physical Supports.

12.1 Guys or Anchors. When necessary and as required by Licensor in the Approved Application, Licensee shall install guys or anchors, or both, to hold the strains of the Equipment.

12.2 Joint Anchor Use. When, in the opinion of Licensor, conditions require joint use of an anchor, Licensor shall construct and maintain a mutually acceptable anchor. If an existing anchor must be replaced by a joint use anchor, Licensee shall pay Licensor the actual cost of the anchor change out.

12.3 Strain Defined. The term "strain" shall mean the failure of a pole to maintain a static equilibrium.

13.0 Right to Maintain and Operate Existing Facilities. Licensor reserves to itself and to each existing owner of facilities upon the pole the right to maintain the pole and to operate their respective facilities in such manner to fulfill their own service requirements. Neither Licensor nor any other existing owner of facilities on a pole shall be liable to

Licensee for any interruption(s) to Licensee's service or for any interference with the operation of the Equipment arising in any manner from their use of the pole and the attached facilities. Licensor agrees to notify Licensee in writing, prior to Licensor scheduling any work within fifty feet (50') of the Equipment.

14.0 Security Precautions. In interest of safety and security, Licensee agrees to:

(i) Provide identification badges for each employee, agent and/or contractor who will work on or about poles (hereinafter described as an "Authorized Employee"); and

(ii) Cause each Authorized Employee, to observe and to comply with all of Licensor's security rules and procedures which Licensor shall provide to Licensee in writing.

15.0 Injury, Damage, and Indemnification.

15.1 Liability for Injury or Damage. Licensee shall be solely responsible and liable for all injury, death, disease or damage to persons (including, but not limited to, members of the general public, or any Authorized Employee, and for damage or destruction of real or personal property to the extent that such injury or damage was caused by Licensee's negligence or intentional acts. All users of Licensor poles are expected to exercise reasonable care with respect to other pole users facilities.

15.2 Indemnification. Licensee agrees to indemnify and hold Licensor, its officers, employees, agents, affiliates or Licensees harmless from and against any and all demands, claims, suits, costs of defense, attorneys' fees (both in-house and outside counsel), witness fees, including expert witness fees, liability, loss, costs, obligations or other expenses for damage to property or for injury, disease to or death of any persons in any manner arising directly from (a) Licensee's use, presence on or occupation of Licensor's pole(s); (b) any act or omission of Licensee, its employees, agents or those of its contractors, subcontractors or independent contractors. The foregoing indemnification shall not extend to damage, death or injury arising out of the sole negligent or intentional acts of Licensor.

15.3 Defense of Claims. Upon receipt of written request, the Licensee shall, pursuant to this indemnification Section, defend at its expense any claims, suit, or action brought against SDG&E, against which Licensee has an obligation to defend SDG&E under Section 15.2 above. SDG&E shall, at its option and expense, have the right to participate in such defense, without relieving the

other party of any of its obligations hereunder. In any claim, suit, or action in which Licensee has agreed, in writing, that Licensee is obligated to indemnify SDG&E, SDG&E will not settle the claim, suit or action without prior written consent of Licensee (such consent not to be unreasonably withheld).

16.0 Necessary Authorizations and Title.

16.1 Easements and Permissions. Unless otherwise agreed to in writing, Licensee shall be solely responsible for obtaining any necessary easements, rights-of-way privileges, approvals or permission from the owner of the real property upon which poles exist for the installation and maintenance of its cable, anchors and all other attachments.

16.2 Limitations to Licensor Property. Nothing in this Agreement shall be construed to confer any permit, license, or grant to use the property of any persons other than the written revocable license to use LICENSOR poles, provided that this Agreement and the licenses conferred hereunder shall not be revoked except pursuant to the terms of Section 21.0 below ("Default of Licensee") or terminated by the terms of Section 2.0 above ("Term of Agreement").

16.3 Legal Prohibition of Use. Upon receipt of written notice from Licensor to Licensee that the use by Licensee of any pole or poles of Licensor is forbidden by federal, state or municipal authorities, permission to attach to such pole or poles shall immediately terminate and Licensee shall immediately remove its Equipment. If Licensee desires to appeal the prohibition from the appropriate authority, Licensee shall notify Licensor and the prohibiting authority within 10 days of receipt of Licensor's written notice. Licensee shall obtain approval from the prohibiting authority to maintain its Equipment until the appeal process is completed.

16.4 Licensee's Equipment Operation Authorizations. Licensee shall provide Licensor with a copy of any and all required state or municipal permits authorizing Licensee's operation of its system.

16.5 Relocation Cost Reimbursement. Licensee agrees to pay Licensor any and all costs and/or expenses (including court costs and reasonable attorney fees) that are incurred by Licensor in relocating any Licensor pole from any existing easement, if such pole relocation costs would not have been incurred by Licensor except for the presence of Licensee's Equipment.

16.6 No Grant of Ownership. No use of any pole under this Agreement shall create any ownership, interest or property right in favor of Licensee.

17.0 Licensee's Option to Remove Equipment. Licensee may, at any time, remove all or part of its Equipment from any pole; provided, however, Licensee shall immediately give Licensor written notice of the removal. Removal of Equipment from any pole shall constitute a termination of Licensee's right to use equipment on that pole. The termination of an individual Approved Application shall have no effect on the effectiveness of this Agreement.

18.0 Contractual Relationship Only. Nothing in this Agreement shall create any special relationship between Licensor and Licensee, such as an agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to the words and marks "SDG&E", "SAN DIEGO GAS & ELECTRIC", or any other words and marks owned by or used by Licensor in identifying itself or by others in referring to it.

19.0 Damage to Facilities; Interference.

19.1 Licensee's Damage to Facilities. Licensee shall use its best efforts to avoid causing damage to Licensor's pole and the facilities of Licensor and third parties using the pole. Licensee shall be responsible for any and all loss from damage to the pole and/or facilities caused by Licensee. Licensee shall immediately notify Licensor of the occurrence of any damage and shall, upon demand, reimburse the owner for all reasonable costs incurred in repairing any damage.

19.2 Licensor's Damage to Facilities/Equipment. Licensor shall use commercially reasonable efforts to avoid damaging and/or causing interference with the Equipment and shall immediately notify Licensee of the occurrence of any such damage and/or interference caused by its employees, agents or contractors.

20.0 Insurance. Insurance requirements set forth below do not limit the amount or scope of liability of Licensee under this Agreement. All insurance required of Licensee under this Agreement shall meet the following minimum requirements:

On or before the effective date of this Agreement, and thereafter during its Term, Licensee shall provide Licensor with certificates of insurance as evidence of all insurance policies required under this Section. No insurance policy may be

canceled, materially revised, or not renewed without at least thirty (30) days prior written notice to Licensor. Insurance must be maintained without lapse in coverage during the Term.

The required policies shall provide that the coverage is primary for all purposes and Licensee will not seek any contribution from any insurance or self-insurance maintained by Licensor.

All required policies of insurance must be written by companies having an A. M. Best rating of "A-VII" or better, or equivalent.

Licensee shall be solely responsible for any deductible or self-insured retention on insurance required hereunder.

(a) Worker's Compensation Insurance in accordance with statutory requirements and limits, including U.S. Longshoremen & Harbor Worker's Compensation Act coverage, where applicable; and

(b) Commercial General Liability Insurance, including contractual liability assumed by Licensee under this Agreement, with limits of not less than \$2,500,000 for bodily injury and property damage combined or such other reasonable level as Licensor may from time to time require upon giving notice to Licensee.

(c) Automobile Liability Insurance with limits of not less than \$1,000,000.

The insurance described in (b) above shall name Licensor as an additional insured, shall contain a severability of interest or cross liability clause, and shall be primary for all purposes.

Certificates of insurance evidencing the coverage's in (a) and (b) above shall be filed with and approved by Licensor prior to the installation of any Equipment and upon policy renewal thereafter.

Licensee agrees that no work done for it by an independent contractor shall be done by any person, firm, or corporation, without requiring insurance from said independent contractor as required of Licensee in this Section and that Licensor shall be included in the various insurance policies required therein as an additional insured as specified in that Section.

21.0 Default of Licensee. If Licensee defaults in any of its obligations under this Agreement and fails to cure or remedy any default within thirty (30) days following receipt of written notice from Licensor of such default, Licensor may revoke this Agreement or terminate any and all Approved Applications and

Licensee shall, at Licensor's option, either cure any default or remove its Equipment from the poles to which the terminated Approved Application applies within ninety (90) days from receipt of written notice. The obligations of Licensee hereunder shall survive the termination of this Agreement; however, upon failure of Licensee to remove its Equipment within said ninety (90) days, Licensor may remove the Equipment and all costs associated with Licensor's removal shall be paid by Licensee, together with any reasonable storage costs.

22.0 Default of Equipment Removal Obligation. In addition to any other rights of Licensor hereunder or at law or in equity, if Licensee fails to remove its Equipment from any pole within the time allowed for such removal or if Licensee fails to perform any work which it is obligated to do under this Agreement, Licensor may elect to remove and store Licensee's Equipment (if Licensee was provided written notice and a reasonable amount of time to remove its Equipment), or do such work, at Licensee's sole risk with respect to Licensee's Equipment breakage upon removal, and Licensee, on demand, will reimburse Licensor for all expenses incurred by Licensor.

23.0 No Waiver Of CPUC Rights. The parties agree that, by entering into this Agreement, the parties are not waiving any rights that exist or may arise in conjunction with CPUC rulings, regulations, orders, or related legislative or legal adjudications that pertain to the use of distribution poles in California.

24.0 MISCELLANEOUS TERMS AND CONDITIONS.

24.1 Laws of the State of California. This Agreement shall be governed and construed by and in accordance with the laws of the State of California without reference to its conflicts of law principles.

24.2 No Waiver; Severability. The failure of Licensor or Licensee to enforce any provision of this Agreement or the waiver thereof in any instance including, but not limited to, the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

24.3 Nonexclusive Attachment Rights. Nothing herein contained shall be construed as affecting any rights or

privileges previously conferred by Licensor to others not parties to this Agreement to use any poles covered by this Agreement; and Licensor shall have the right to confer, continue or extend such rights or privileges, provided that such additional conferrals or extensions do not materially diminish Licensee's beneficial enjoyment, for its then existing Equipment only, of this Agreement.

24.4 Transfer and Assignment. Licensee may assign, sell or transfer its interest under this Agreement without the approval or consent of Licensor to Licensee's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business reorganization; provided that Licensee gives written notice to Licensor of any such assignment, sale, merger or transfer pursuant to Section 24.7 below. Excepting the foregoing only, Licensee may not assign its rights under this Agreement without the prior written consent of Licensor. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

24.5 Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on Licensor poles and if such tax is assessed upon Licensor, Licensee, on demand, will reimburse Licensor in the amount of the tax paid by Licensor.

24.6 Revocation of Agreement under G.O. 69-C. In addition to and separate from any other provision of this Agreement, providing for revocation or termination by Licensor, the provisions of this Agreement are conditional upon the right of Licensor to revoke this Agreement whenever in the interest of its service to its patrons or consumers in the conduct of its regulated electrical or gas utility business, it shall appear necessary or desirable to do so, as provided by General Order No. 69-C promulgated by the CPUC. A copy of General Order 69-C is attached hereto and incorporated herein.

24.7 Notices. All notices to be given under this Agreement shall be in writing and either:

- sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier; or
- by telecopy or similar means, if a copy of the notice is also sent by United States Mail, in which case notice

shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices, as follows:

Notices to Licensee shall be addressed as follows:

InSITE Solutions
Attention: Mike Davis
1211 Riverside Avenue
Baltimore, MD 21230
Fax: 410-727-3225

Notices to Licensor shall be addressed as follows:
San Diego Gas & Electric Company
Attention: Electric Distribution Management Manager
8316 Century Park Court - CP51
San Diego, California 92123
Fax: 858.654.0321

24.8 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by both parties. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent.

24.9 Headings. The caption and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

24.10 Corporate Authority. Each of the individuals signing this Agreement for their respective company ("Company Representatives") represents and warrants that, with respect to the company for which he or she is executing this Agreement: a) he or she has the full power and authority, and the legal right, to execute this Agreement on behalf their respective company referenced in this Agreement; b) the company is executing this Agreement has taken all actions necessary to enter into and be bound by this Agreement; c) the company has the full power, authority, and the legal right to execute, deliver, perform, and

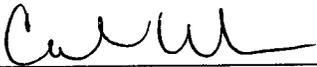
observe its obligations hereunder; d) the company has taken all necessary actions to authorize the individual signing on the company's behalf to do so; e) the company will not cause a breach or violation of any other agreement, law or court order by entering into this Agreement; and f) the company is a duly organized and valid entity in good standing authorized to conduct business in the State of California.

24.11 Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees (both in-house and outside attorney fees), costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the Party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A party not entitled to recover its costs shall not recover its attorneys' fees.

IN WITNESS WHEREOF, the parties have read this Agreement, understand it and agree to be bound by its terms as of the date first written above.

Licensors:

SAN DIEGO GAS & ELECTRIC
COMPANY
a California corporation

By: 

Title: Director - Electric Distribution

Date: Sept 15, 2003

Licensee:

InSITE Solutions LLC, a
Maryland limited liability
company, its Member

By: 

Title: VP-CTO

Date: Sept 12, 2003

SDG&E

Advice Letter 1697-E

Attachment E

License Agreement between SDG&E
and Pacific Bell Telephone Company

Joint Pole Agreement

This Agreement ("Agreement") is made as of this 11th day of August, 2004, ("Effective Date") between SAN DIEGO GAS & ELECTRIC COMPANY, a California Corporation ("SDG&E") and PACIFIC BELL TELEPHONE COMPANY, a California Corporation doing business as SBC California ("SBC"). This Agreement is made with reference to the following facts:

Recitals

A. SDG&E is an electric corporation as defined in Public Utilities Code § 218 that distributes power throughout San Diego County and a portion of Orange County in the State of California ("Service Territory"). SBC is a telecommunications company providing service throughout California, including San Diego and Orange Counties. This Agreement will govern poles owned by SDG&E and SBC in the San Diego County and Southern Orange County service territories in which SDG&E and SBC both provide service ("Common Service Territory").

B. SDG&E has erected electric distribution and transmission poles and towers within the Common Service Territory. Distribution poles are defined as poles with conductors having a voltage of less than 69kV. Transmission poles are defined as poles or towers with conductors having a voltage of 69kV or above, excluding the towers of the Southwest Power Link, which SDG&E commonly refers to as "SWPL". SBC has erected communications poles in the Common Service Territory. The poles of SDG&E and SBC are (i) on the public streets, roads, highways and other public ways and (ii) on private property purchased in fee or pursuant to easements obtained from the property owners.

C. It is in the interest of the general public as well as in the interest of SDG&E and SBC that provision be made for the joint use of certain of the poles in the Common Service Territory on a non-discriminatory basis. This Agreement will govern the joint use of poles in the Common Service Territory.

D. Neither party shall, by virtue of entering into this Agreement, forfeit any existing or future rights to set or own poles pursuant to law and/or under franchises owned by it, and neither party shall be relieved of existing or future legal or regulatory requirements regarding other parties' use of SDG&E's and SBC's poles. This Agreement does not apply to third party attachments to either SDG&E's or SBC's poles.

E. This Agreement supersedes, terminates and replaces that certain agreement dated November 24, 1914 between SDG&E's predecessor, the San Diego Consolidated Gas and Electric Company, and the Pacific Telephone and Telegraph Company, SBC's predecessor as amended by various agreements regarding pole attachments ("Previous Agreement").

F. This Agreement shall constitute a license from SDG&E and SBC to each other to attach to each other's respective poles in accordance with the terms and conditions contained herein. The owner of the pole will be described as the "Owner". The party that is applying to the Owner for permission to attach is the "Licensee" or "Applicant" or "Attaching Party." The equipment and facilities to be attached or already attached to the parties' poles shall be referred to as "Attachment(s)".

ARTICLE 1

Existing Attachments

1.1 **Prior Agreements Superseded.** This Agreement supersedes all prior agreements and understandings, whether written or oral, between the parties relating to the placement and maintenance of facilities on each other's poles.

1.2 **Pre-existing Pole Attachments.** Pre-existing Attachments are those Attachments existing as of the Effective Date ("Pre-existing Attachments"). The Previous Agreement provided for a one time fee to be paid to the Owner for the life of the pole. This Agreement provides for an annual fee for a license to attach ("Annual Fee(s)"). No Annual Fees shall be charged for Pre-existing Attachments. In addition, no Annual Fees shall be charged for new Attachments to poles which already contain Pre-existing Attachments. The Annual fee shall only apply to Attachments to poles which do not have Pre-existing Attachments.

1.3 **Attachments to Poles Insufficient for use by Applicant.** If an Applicant desires to attach to a pole or poles which will not accommodate both the Owner's facilities and the intended Attachment, then the Applicant (or the Owner at Owner's option and at Applicant's expense) may replace the pole or poles with others of a size sufficient for the construction of both parties. The new pole so set shall become the property of the party setting the pole and the old pole removed shall also become the responsibility and property of the party setting the new pole. Each party shall transfer its own Attachments to the new pole at Applicant's expense. Future payments will be governed by the Fee Schedule set forth in Article 6. The setting party shall be the Owner; the other party shall be the Licensee.

1.4 **Maintenance and Replacement of Poles.** The Owner of each pole shall at its sole cost and expense, maintain and keep in good repair that pole during the term of this Agreement. When a pole requires replacement by reason of natural deterioration or pole damage, then a new pole shall be set by the Owner of the old pole at the Owner's expense. The old pole removed shall remain the responsibility and property of the Owner. Each party shall transfer its own Attachments to the new pole at its own expense. The Attaching Party shall then submit an application for joint use of the new pole and pay fees per the Fee Schedule in Article 6 of this document with no rebate for fees previously paid on the old pole.

1.5 Unauthorized Attachments. Except as otherwise provided herein, Licensee shall not have the right to make, and it shall not make, any Attachment on any pole placed after the Effective Date without first making Application and receiving permission to do so from Owner. Owner shall have the right to charge Licensee a one-time fee per pole on which Licensee has made the unauthorized Attachment, in accordance with Article 6 of this Agreement and California Public Utilities Commission Decision 98-10-058. This fee is the Parties' reasonable estimate of the damages to Owner because of the unauthorized Attachment, and shall be in addition to any fee usually charged by Owner to determine whether to permit the Attachment, and the Annual Fee; provided, however, that no unauthorized Attachment fee shall be charged for Pre-existing Attachments. If Owner determines it cannot permit the unauthorized Attachment, Licensee shall remove the Attachment within 90 days as specified in Owner's written notice.

1.6 Emergency Attachments. Either party may make an emergency Attachment to a pole to meet its service requirements if the Attaching Party determines that the proposed Attachment meets General Order 95 requirements. The Attaching Party shall be solely responsible for the loading and safety of the pole. The Attaching Party will make an Application for the Attachment in accordance with Section 2.1 within ten business days of such emergency Attachment. If Owner determines it cannot permit the Attachment, Licensee shall remove the equipment within 90 days as specified in Owner's written notice.

ARTICLE 2

Poles - Loading Calculations and Pole Retirements

2.1 Load Calculations. Prior to attaching to the other party's poles, Applicant shall submit an application in substantially the same form as Exhibit A to this Agreement ("Application"). The Application may be modified from time to time as agreed by both parties. If a pole replacement is necessary as a result of the proposed Attachments, Applicant shall include the associated loading information. Owner shall provide Applicant with maps that specify Attachments including but not limited to cable and wire information. All engineering data shall be subject to review and approval in writing by Owner prior to commencement of construction. Owner and Applicant must construct and install their respective facilities in compliance with General Order 95.

2.1.1 Response to Applications. Owner shall respond in writing to Applicant's Application as quickly as possible, not to exceed 45 days. However, if the Application involves transmission poles or towers or if it involves more than 500 poles or five miles or more of conduit, or if the scope and complexity of the Application warrants a longer timeframe, the 45 days may be subject to extension upon the agreement of the parties, which shall not be unreasonably withheld. The response shall affirmatively state whether the Owner will grant access or, if it intends to deny access, shall state all of the reasons why it is denying such access. Failure of Owner to respond within 45 days shall be deemed an acceptance of the request.

2.1.2 Emergency Applications. Emergency Attachments are governed by Section 1.6.

2.1.3 Subsequent Attachments. Licensee shall calculate loading each time it adds additional cable, wire, or equipment and/or each time it replaces cable, wire, or equipment to a pole. This loading information shall be made available to Owner upon Owner's request or any time Licensee's loading calculation shows the pole will be overloaded. Applicant shall not be required to make calculations for drop work alone.

2.2. Retirements.

2.2.1 Termination by Licensee. The Licensee shall have the right at any time to discontinue the use of any joint pole, provided that it shall give thirty (30) days notice in writing to the Owner of its intention to relinquish such use, and Licensee shall remove all its Attachments and fixtures from such pole; and provided further that the Licensee shall not receive any rebate, but will not be responsible for any further Annual Fees.

2.2.2 Abandonment by Owner. If at any time the Owner shall desire to abandon any joint pole, it shall have the right to do so upon giving notice in writing to the Licensee of its intention so to do and Owner shall remove its wires, cable and apparatus from such pole within forty (40) days after giving such notice. The Licensee shall within ninety (90) days after such notice either assume ownership for the pole in question (plus all guys, anchors, and other equipment associated with the pole "Appurtenances") or remove its Attachments. The failure of the Licensee to remove its Attachments from the pole within ninety (90) days shall be treated as an election upon the part of Licensee to purchase the pole and Appurtenances as of the date such notice was received by Licensee, and Licensee shall assume and fulfill all ownership responsibilities as of such date. No further action on the part of Licensee to purchase the pole or Appurtenances shall be necessary. Owner shall execute and deliver a quitclaim bill of sale to Licensee (in accordance with Section 6.3), but delivery of the quitclaim shall not be necessary to transfer title to the pole to Licensee or for Licensee to be responsible for all obligations regarding the pole and Appurtenances.

ARTICLE 3

SAFETY AND PERMITS

3.1 Compliance with All Rules and Laws. Licensee shall, at its own sole risk and expense, place and maintain Licensee's equipment on Owner's poles (i) in a safe condition and in good repair, (ii) in such a manner so as not to conflict or interfere with the use of the poles by Owner or others using the poles, General Order 95 to govern, and (iii) in conformity with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction.

3.2 No Liability for Licensee's Noncompliance. Owner's approval of Applications is not to be construed as assurance by Owner that Licensee's Attachments

as installed or maintained will comply with the requirements of General Order 95 and applicable laws. Owner assumes no responsibility or liability for any failure by Licensee to comply with the requirements set forth in Section 3.1.

3.3 **Guys and Anchors.**

3.3.1 **Guys and Anchors.** Licensee shall guy the strain of Licensee's equipment and facilities in accordance with Rules 56.2 and 86.2 of General Order 95. Licensee, at its sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its equipment on said poles. In cases where anchorage is existing, and Licensee would prefer to use Owner's anchors, Licensee must have written permission from Licensor to attach to Licensor's anchor, such permission not to be unreasonably withheld or delayed. Licensee shall not be required to obtain permission to maintain use of Owner's guys and anchors if such use was existing as of the date of this Agreement, and meets the General Order 95 requirements. Licensor will install a new anchor, adequate to hold all strains of its equipment to be placed in an outboard position respective to the pole, in cases where there is no inboard position for a new anchor. Licensor will transfer to the outboard anchor in order to prevent guys from being crossed.

3.3.2 **Strains.** The term "strains" as herein used shall mean the forces created by the failure of a pole and its facilities located thereon to maintain its static equilibrium.

3.3 **Licensee's Duty of Care.** Licensee shall exercise special precautions to avoid causing damage to the facilities of Owner and others on the poles, and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

3.4 **Owner's Inspection.** Owner shall have the right to inspect each new Attachment of Licensee to Owner's poles and to make inspections thereafter at any time. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability under this Agreement. Licensee shall correct General Order 95 violations within 90 days, excluding Pre-existing Attachments originally made under the Previous Agreement.

3.5 **Workers.** All work done on or about the poles or for Licensee in connection with the installation, operation and maintenance of Licensee's equipment shall be performed by workers qualified to perform such work.

3.6 **Permits.** Licensee shall obtain all necessary franchises, permits, licenses and rights-of-way for the erection, operation and maintenance of Licensee's Attachments over, along, across, on, through and under the Streets and Rights-of-Way. Upon Owner's request, Licensee shall submit to Owner evidence of compliance with the foregoing requirements. This Agreement shall not be construed as a grant of right-of-way or

easement by Owner to use the property on which the poles are located. This Agreement provides a right to use the poles themselves to support Licensee's Attachments, after the necessary franchises, permits, licenses and/or rights-of-way have been obtained by Licensee. Owner makes no warranty, express or implied, that Owner is granting Licensee any legal rights to install its facilities on public or private property, other than for the use of Owner's poles once all necessary franchises, permits, licenses and/or rights-of-way have been obtained by Licensee.

3.7 **Security Rules.** Licensee shall require each employee, agent and contractor working on or about poles under this Agreement to observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about poles by any of its employees, agents or contractors that are a security risk.

ARTICLE 4

INDEMNITY, ENVIRONMENTAL AND INSURANCE

4.1 **General Indemnity.** To the fullest extent permitted by law, each party shall indemnify and hold harmless the other and its parent companies, affiliates, and their shareholders, officers, directors, employees, agents, servants and assigns from and against any and all demands, claims, suits, costs of defense (including without limitation reasonable attorneys fees), liabilities and other expenses for damage to property or injury or death of any person, including but not limited to such party's employees, agents, servants, independent contractors in any way arising from the party's negligent acts or omissions, any claim for any lien filed against or in connection with any work performed by the party, and any claims, liabilities, or damages arising out of any breach of the provisions of this Agreement.

4.2 **Environmental Compliance and Indemnity.** Owner and Licensee shall comply with all applicable federal, state, county, and local laws, statutes, ordinances, codes, rules, and regulations in the performance of this Agreement ("Laws"), including but not limited to the removal and disposal of poles, and the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law ("Standards"). Notwithstanding anything to the contrary in this Agreement, the party in breach of this provision shall defend, indemnify, and hold the other party harmless from and against any charges, penalties, fines, losses, damages, expenses, or costs, including attorney's and consultant's fees, sustained by the other party because of the party's noncompliance with this provision.

4.2.1 **Notice of Harmful Condition.** Licensee and Owner shall not create nor permit to be created nor permit to exist upon or near the poles any non-compliance with Standards or Laws or any condition which could be alleged to create a nuisance, public, private or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Each party shall notify the other party immediately of any

Harmful Conditions or non-compliance with any Standard or Law and shall also notify all applicable local, state or federal agencies as required by local, state or federal regulations.

4.2.2 Cost of Remediation. Each party shall reimburse the other party for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by that party's failure to comply with the foregoing obligations, and also any costs incurred by the other party in abating or protecting against Harmful Conditions and/or a violation of Standards or Laws.

4.2.3 Indemnification from Harmful Conditions. SBC and SDG&E shall indemnify, defend, and hold the other, their employees and agents, harmless from and against any claim or lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from or relate to any actual or alleged Harmful Conditions, actual or alleged violation of Standards or Laws, or actual or alleged injuries to or death of any persons and loss of or damage to property, including without limitation, employees and property of Owner and Licensee, which arise during Licensee's presence on, or use of, the pole(s). Those obligations include the obligation to pay all costs, including, but not limited to, attorneys' fees (both in-house and outside counsel), judgments, expert witness fees, and costs, including those incurred on appeal. Further, Licensee and Owner expressly agree that the indemnification, and hold harmless obligations assumed by them with regard to abatement of Harmful Conditions and violations of Standards and Laws shall survive expiration or termination of this Agreement.

4.3 Insurance. SDG&E and SBC agree to maintain, at all times during the term of this Agreement, the following minimum insurance coverage and limits and any additional insurance and/or bonds required by law:

4.3.1 Workers Compensation Insurance. Workers' Compensation insurance with benefits afforded under the laws of the state in which the Services are to be performed and Employers Liability insurance with minimum limits of \$100,000 for Bodily Injury-each accident, \$500,000 for Bodily Injury by disease-policy limits and \$100,000 for Bodily Injury by disease-each employee.

4.3.2 A. Commercial General Liability Insurance. Commercial General Liability insurance with minimum limits of: \$2,000,000 General Aggregate limit; \$1,000,000 each occurrence sub-limit for all bodily injury or property damage incurred in any one occurrence; \$1,000,000 each occurrence sub-limit for Personal Injury and Advertising; \$2,000,000 Products/Completed Operations Aggregate limit, with a \$1,000,000 each occurrence sub-limit for Products/Completed Operations. Fire Legal Liability sub-limits of \$300,000 are required for lease agreements. Licensor will be named as an Additional Insured on the Commercial General Liability policy.

4.3.2 B. Automobile Liability Insurance. If use of a motor vehicle is required, Automobile Liability insurance with minimum limits of \$1,000,000 combined

single limits per occurrence for bodily injury and property damage, which coverage shall extend to all owned, hired and non-owned vehicles. Companies affording insurance coverage must have a rating of B+ or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. A certificate of insurance stating the types of insurance and policy limits pursuant to these provisions must be received prior to commencement of any work.

4.3.2 C. Certificate of Insurance. The cancellation clause on the certificate of insurance will be amended as follows:

“THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER PRIOR TO CANCELLATION OR A MATERIAL CHANGE TO POLICY DESCRIBED ABOVE.”

4.3.3 Subcontractor Insurance. SDG&E & SBC shall also take commercially reasonable measures to require all subcontractors performing work under this Agreement or on the work site to maintain the same insurance requirements listed above.

4.4 Self Insurance. Self Insurance in lieu of the preceding insurance requirements shall be permitted if either party (including its parent) 1) has tangible net worth of Fifty (50) million dollars or greater and 2) files a 10-K statement annually (and quarterly 10-Q statements) with the Securities and Exchange Commission. The ability to self-insure shall continue so long as such party meets all the foregoing requirements. If such party subsequently no longer satisfies these requirements, then insurance requirements in Section 4.3 shall immediately apply.

ARTICLE 5

DEFAULT

5.1 Default. The appointment of a receiver to take possession of all or substantially all of the assets of either party to this Agreement, or a general assignment for the benefit of creditors, or any action taken or suffered by either party under any insolvency or bankruptcy act shall constitute a breach or default of this Agreement, if any such appointment or action continues for a period of thirty (30) days. Any purported transfer or assignment of this Agreement or any pole Attachment under it by either party (whether voluntarily or involuntarily) without the prior written consent of Owner shall be a default under this Agreement. Any breach of any other material term of this Agreement which is not cured within thirty (30) days of Owner’s written notice to Licensee shall be a default under this Agreement including, but not limited to failure to, pay any Fee or other amount when due, or making an unauthorized Attachment.

5.2 Remedies. In the event of any default hereunder, Licensee shall be liable to Owner for all damages.

ARTICLE 6

FEES

6.1 **Contract Administration Fee.** Commencing with the Effective Date of this Agreement and on March 31st of each succeeding year during the term of this Agreement, Licensee shall pay Owner the sum of Three Hundred Dollars (\$300.00) as a contract administration fee. Payment shall be due and payable within sixty (60) days after Owner's invoices. Either party shall have the right to set-off amounts it owes, as Licensee, to the other party as Licensor, against amounts the other party, as Licensee, owes it as Licensor.

6.2 **Annual Fee.** On March 31st following the Effective Date, Owner shall invoice Licensee for Annual Fees (described below) due for the preceding calendar year. During March of each succeeding year, Owner shall invoice Licensee Annual Fees, described below, for each pole to which Licensee's equipment is attached during the prior calendar year. Payment for each pole to which Licensee's equipment is attached during a calendar year shall be prorated at one-twelfth (1/12) of the Annual Fee amount based on the number of whole months remaining during the calendar year. Annual Fees shall be paid within sixty (60) days after presentation of Owner's invoice. There shall be three separate types of Annual Fee: one for distribution and communications poles; one for transmission poles in the Streets, and one for transmission poles in Rights-of-Way.

6.2.1 **Distribution and Communications Pole Annual Fee.** The Annual Fee for Attachments to distribution poles is currently \$ 5.86 per pole per year. The Annual Fee for distribution and communications poles is the same, whether the poles are located in Streets or in Rights-of-Way.

6.2.2 **Franchise Transmission Pole Annual Fee.** The Annual Fee for Attachments to transmission poles in the Streets is currently \$16.00 per pole per year. Additional engineering and other fees may apply for transmission poles.

6.2.3 **Right-of-Way Transmission Pole Annual Fee.** The Annual Fee for Attachments to wood and steel transmission poles in rights-of-way on the date of execution of this Agreement, is \$22.12 per wood pole and \$278.97 per steel pole, per year, which was set by the California Public Utilities Commission's ("CPUC") ruling in Case No. 00-09-025. Additional engineering and other fees may apply for transmission poles.

6.2.4 **No Annual Fee for Attachments to Poles with Pre-Existing Attachments.** Pre-existing Attachments are not charged any fee under this Agreement. Attachments made to poles with Pre-existing Attachments shall not be subject to any fees under this Agreement either. If, however, a pole with a Pre-existing Attachment is replaced, Attachments to the new pole shall be subject to the fees of this Agreement.

6.3 Abandoned Pole Quitclaim. If the Owner abandons the pole in accordance with the provisions of Article 2, paragraph 2.2.2, Owner shall quitclaim the pole to Licensee, upon Licensee's written request. However, nothing shall relieve the previous Owner of ultimate responsibility for the costs of removal and disposal of that pole, should that party have treated the pole with Methylisocyanate CAS #624-83-9.

6.4 Unauthorized Attachment Fee. Owner shall have the right to charge Licensee a one-time fee per pole of five hundred dollars (\$500.00) on which Licensee has made an unauthorized Attachment in accordance with the provisions of paragraph 1.5. This fee is the Parties' reasonable estimate of the damages to Owner because of the unauthorized Attachment and shall be in addition to any fee charged by Owner.

6.5 Payment and Late Charge. Licensee shall pay all invoices within sixty (60) days. Amounts not paid shall be subject to late charges of 5% and shall bear interest at the rate of 10% per annum until paid.

6.6 Change in Fees. Owner may increase any or all of the fees specified in this Article not more often than once a year, in accordance with the methodology of California Public Utilities Code Section 767.5 and decisions of the CPUC, upon no less than sixty (60) days prior written notice to Licensee. Annual Fees for Licensee's existing Attachments shall be effective March 31st of the following calendar year. If such changed Contract Administration Fee or Annual Fee is not acceptable to Licensee, Licensee may terminate this Agreement as elsewhere provided herein and remove its Attachments from the poles, or, Licensee shall pay the prior year's Fees to Owner and the Parties shall submit the matter to the CPUC for resolution (using the CPUC's dispute resolution procedures or any other appropriate method).

ARTICLE 7

General Provisions

7.1 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties.

7.2 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed, or altered except in writing and with approval by authorized representatives of both parties.

7.3 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnifications, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.

7.4 **Force Majeure.** Except as otherwise specifically provided in this Agreement, neither party will be liable for any delay or failure in performance of any part of this Agreement caused by an event of Force Majeure, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fire, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

7.5 **Severability.** If any article, section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.

7.6 **Choice of Law/Venue.** This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed. The federal and state courts located in San Diego County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

7.7 **Changes in the Law.** The parties agree to negotiate in good faith changes to this Agreement to conform to changes in applicable law pertaining to access to poles, ducts, conduits, and rights-of-way.

7.8 **Assignments.** Licensee shall not assign this Agreement, in whole or in part, voluntarily or involuntarily, to any other person or party without the written consent of Owner first had and obtained; provided however that such consent is not required for a transfer to an affiliate of Licensee. Licensee may enter into agreements with third parties regarding the use of Licensee's facilities provided that the third party does not have the right to physically alter any pole or Licensee's equipment.

7.9 **Waiver.** Any waiver by either party of any breach of any one or more of the conditions or obligations of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or different condition or obligation.

7.10 **Notices.** Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon (a) delivery by hand or overnight courier service; (b) two business days after deposited in the U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt, to the parties as follows:

Notice to SBC:

SBC
Attention Joint Pole Desk
4220 Arizona Street,
San Diego, CA 92104

Facsimile: (619) 296-1636

Notice to SDG&E:

San Diego Gas & Electric Company
Attention Compliance Management (Joint Facilities)
8316 Century Park Court, CP51D
San Diego, CA 92123-1582

Facsimile: (858) 654-0321

7.11 **Time Is of the Essence.** Time is of the essence as to each and all of the terms and provisions of this Agreement.

7.12 **No Liens.** Licensee shall keep Owner's property, the property where the poles are located and the poles free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

7.13 **Changes.** This Agreement shall be subject to such changes or modifications as may be required by decisions or orders of the California Public Utilities Commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this Agreement shall so state. Except as stated in the previous sentence, this Agreement shall not be changed or altered other than by written agreement of the Parties.

7.14 **No Partnership.** Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either party. All work performed by any one party under this Agreement shall be performed as an independent contractor.

7.15 **Interpretation.** Section headings shall not expand, alter or limit the meaning of the text of this Agreement and are inserted for convenience only.

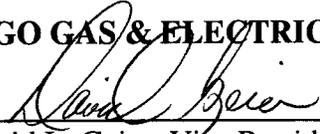
7.16 **Exhibits and Recitals.** All exhibits and recitals are incorporated by reference.

7.17 **Attorney's Fees.** If either party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees.

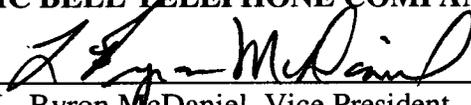
7.18 **Termination by Either Party.** Owner or Licensee may terminate this Agreement upon at least thirty days prior written notice to the other party. Said termination shall not affect Applications already submitted by Licensee before the effective date of the termination. In addition, Owner may also terminate this Agreement in whole or in part (including as to existing pole Attachments, Applications which have already been approved or which are pending), in the event of Licensee's default.

IN WITNESS WHEREOF the parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By: 
David L. Geier, Vice President

PACIFIC BELL TELEPHONE COMPANY

By: 
L. Byron McDaniel, Vice President

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



April 19, 2006

Advice Letter 1782-E

Mr. J. Steve Rahon, Director
Tariffs and Regulatory Accounts
San Diego Gas and Electric
8330 Century Park Court, CP32C
San Diego, CA 92123-1548

Subject: Contract Information for Access to Support Structures, Pursuant to
Decision 98-10-058, Appendix A, Rule VI

Dear Mr. Rahon:

Advice Letter 1782-E is effective April 23, 2006. A copy of the advice letter is sent herewith for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean H. Gallagher".

Sean H. Gallagher
Director
Energy Division



J. Steve Rahon
Director
Tariffs & Regulatory Accounts
8330 Century Park Court
San Diego, CA 92123-1548

Tel: 858.654.1773
Fax: 858.654.1788
srahon@semprautilities.com

March 24, 2006

ADVICE LETTER 1782-E

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

SUBJECT: INFORMATIONAL ADVICE LETTER

Contract Information for Access to Support Structures, Pursuant to Decision
98-10-058, Appendix A, Rule VI

PURPOSE

San Diego Gas & Electric Company (SDG&E) hereby submits to the California Public Utilities Commission (Commission), for informational purposes, the attached executed joint pole agreements in accordance with Commission Decision (D.) 98-10-058, dated October 22, 1998, in OIR 95-04-043 and OII 95-04-044, Rule VI, (at Appendix A) and D.00-03-055 which modified D.98-10-058.

BACKGROUND

On October 22, 1998, the Commission issued D.98-10-058, which contained rules that govern the access of telecommunications carriers and cable television companies to public utility rights-of-way and support structures. The rules, as stated in Rule 1 A, are to be applied as guidelines by parties in negotiating rights-of-way access agreements with SDG&E.

In accordance with General Order 96-A and D.98-10-058, Appendix A, Rule VI, Section C "CONTRACTS", the Commission ordered utilities, including SDG&E, to file signed copies of its executed joint pole agreements with any telecommunications carriers, or cable TV companies. Copies of these agreements are available for full public inspection and are being extended on a nondiscriminatory basis to all other similarly situated telecommunications carriers or cable TV companies.

Pursuant to Rule VI of D.98-10-058, SDG&E is filing license agreements negotiated with NextG Networks of California Inc. (see Attachment A), which allows NextG to attach their Wireless Antennas and Ancillary Equipment to SDG&E's Poles.

This filing will not create any deviations from SDG&E's tariffs, cause withdrawals of service from any present customers, or impose any more or less restrictive conditions.

PROTEST

Anyone may protest this advice letter to the California Public Utilities Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and received within 20 days of the date this advice letter was filed with the Commission. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Copies should also be sent via e-mail to the attention of both Jerry Royer (jrr@cpuc.ca.gov) and Honesto Gatchallian (jnj@cpuc.ca.gov) of the Energy Division. It is also requested that a copy of the protest be sent via electronic mail and facsimile to SDG&E on the same date it is mailed or delivered to the Commission (at the addresses shown below).

Attn: Monica Wiggins
Regulatory Tariff Manager
8330 Century Park Court, Room 32C
San Diego, CA 92123-1548
Facsimile No. (858) 654-1788
E-Mail: mwiggin@SempraUtilities.com

EFFECTIVE DATE

SDG&E respectfully requests that this advice letter become effective on the 30th calendar day after the date filed, which is April 23, 2006.

NOTICE

A copy of this filing has been provided to the utilities and interested parties shown on the attached list, including interested parties in R.95-04-043 and I.95-04-044, either electronically or via the U.S. mail, properly stamped and addressed. Copies of this filing are also being provided to NextG Networks of California Inc.

Address changes should be directed to Christina Sondrini by facsimile at (858) 654-1788 or by e-mail at csondrini@SempraUtilities.com.

J. STEVE RAHON
Director—Tariffs & Regulatory Accounts

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SAN DIEGO GAS & ELECTRIC**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Aurora Carrillo

Phone #: (858) 654-1542

E-mail: Acarrillo@semprautilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 1782-E

Subject of AL: Informational Advice Letter - Contract Information for Access to Support Structures

Pursuant to Decision 98-10-058, Appendix A, Rule VI

Keywords (choose from CPUC listing): Agreements, Compliance

AL filing type: Monthly Quarterly Annual One-Time Other As Needed

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL N/A

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

Resolution Required? Yes No

Requested effective date: April 23, 2006

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: _____

Pending advice letters that revise the same tariff sheets: N/A

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

San Diego Gas & Electric

Attention: Monica Wiggins

8330 Century Park Ct, Room 32C

San Diego, CA 92123

mwiggins@semprautilities.com

¹ Discuss in AL if more space is needed.

General Order No. 96-A, Sec. III. G.
ADVICE LETTER FILING MAILING LIST

cc: (w/enclosures)

Public Utilities Commission
ORA

D. Appling
S. Cauchois
J. Greig
R. Pocta
W. Scott

Energy Division

W. Franklin
S. Gallagher
H. Gatchalian
D. Lafrenz
J. Royer

CA. Energy Commission

F. DeLeon
R. Tavares

Alcantar & Kahl LLP

K. Harteloo

American Energy Institute

C. King

APS Energy Services

J. Schenk

BP Energy Company

J. Zaiontz

Barkovich & Yap, Inc.

B. Barkovich

Bartle Wells Associates

R. Schmidt

Braun & Blaising, P.C.

S. Blaising

California Energy Markets

S. O'Donnell
C. Sweet

California Farm Bureau Federation

K. Mills

California Wind Energy

N. Rader

Children's Hospital & Health Center

T. Jacoby

City of Chula Vista

W. Gaters

City of Poway

R. Willcox

City of San Diego

J. Cervantes
G. Lonergan
M. Valerio

Commerce Energy Group

A. Ahmed
V. Gan

Constellation New Energy

W. Chen

CP Kelco

A. Friedl

Davis Wright Tremaine, LLP

E. O'Neill
J. Pau

Dept. of General Services

C. Torres

Douglass & Liddell

D. Douglass
D. Liddell
G. Klatt

Duke Energy North America

M. Gillette

Dynegy, Inc.

J. Paul

Ellison Schneider & Harris LLP

E. Janssen

Energy Policy Initiatives Center (USD)

S. Anders

Energy Price Solutions

A. Scott

Energy Strategies, Inc.

K. Campbell

M. Scanlan

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg
J. Heather Patrick
J. Squeri

Goodrich Aerostructures Group

M. Harrington

Hanna and Morton LLP

N. Pedersen

Itsa-North America

L. Belew

J.B.S. Energy

J. Nahigian

Luce, Forward, Hamilton & Scripps LLP

J. Leslie

Manatt, Phelps & Phillips LLP

D. Huard

M. Snow

R. Keen

Matthew V. Brady & Associates

M. Brady

Modesto Irrigation District

C. Mayer

Morrison & Foerster LLP

P. Hanschen

MRW & Associates

D. Richardson

Pacific Gas & Electric Co.

J. Clark

M. Huffman

S. Lawrie

E. Lucha

Robinsons-May Dept. Stores

R. Britt

R. W. Beck, Inc.

C. Elder

San Diego Regional Energy Office

S. Freedman

J. Porter

School Project for Utility Rate Reduction

M. Rochman

Shute, Mihaly & Weinberger LLP

O. Armi

Solar Turbines

F. Chiang

Sutherland Asbill & Brennan LLP

K. McCrea

Southern California Edison Co.

M. Alexander

K. Cini

K. Gansecki

H. Romero

TransCanada

J. Roscher

B. Johnson

R. Hunter

D. White

TURN

M. Florio

M. Hawiger

UCAN

M. Shames

U.S. Dept. of the Navy

K. Davoodi

N. Furuta

J. Perez

Utility Specialists, Southwest, Inc.

D. Koser

Western Manufactured Housing

Communities Association

S. Dey

White & Case LLP

L. Cottle

Interested Parties

R.95-04-043

1.95.04-044

San Diego Gas & Electric

ATTACHMENT A

ADVICE LETTER 1782-E

**License Agreements between SDG&E and
NextG Networks of California, Inc.**

LICENSE AGREEMENT

(Pole Attachment - Communication Antenna)

THIS LICENSE AGREEMENT (the "Agreement") is made this _____ day of February, 2006 ("Effective Date") between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (hereinafter referred to as "Licensor") and NEXTG NETWORKS OF CALIFORNIA, INC., a Delaware corporation (hereinafter referred to as "Licensee").

WHEREAS, Licensor is a utility company and has installed distribution poles and stubs (12kV or less) within its service territory for the distribution of electricity (hereinafter referred to as "pole"); and

WHEREAS, Licensee is a telecommunications company that desires to attach its communication antennas, together with their appurtenances, to Licensor's poles; and

WHEREAS, Licensee shall have first obtained a CPCN from the FCC or the CPUC prior to attaching anything to any pole under the terms of this Agreement.

NOW, THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 Scope of Agreement.

1.1 Use of Licensor's Poles. Licensee may attach only those antennas, cables and wires, together with associated messenger cables, guy wires, anchors, mounting brackets, electric conduit, and other appurtenances (hereinafter collectively referred to as the "Equipment") that Licensor gives Licensee prior written permission to attach to its poles pursuant to this Agreement. The Equipment shall be: (i) used only for reception of radio frequency signals using Licensee's wireless communications network; and (ii) located only on that portion of Licensor's pole expressly agreed to by Licensor.

1.2 Ancillary Access. Licensor hereby grants to Licensee a license to use its access rights, if any, for ingress and egress to and from each of the poles covered by this Agreement but only to the extent permissible under the applicable documents.

2.0 Term of Agreement. The term of this Agreement shall be twenty (20) years commencing on the Effective Date (hereinafter "Term"). However, this Agreement may be terminated earlier by (i) either party if the other party fails to perform an obligation(s) under the terms of this Agreement in which case this Agreement shall terminate ninety (90) days after receipt of written notice from the non-defaulting party; or (ii) for any reason by Licensee in which case this Agreement shall terminate one (1) year after Licensor's receipt of written notice from Licensee.

Termination of this Agreement shall not release either party from any liability or obligation under the terms of this Agreement that accrued prior to its termination.

3.0 Pole Attachment Application. When Licensee desires to place Equipment upon any pole(s), Licensee shall submit a written application to Licensor in substantially the same form as Exhibit A, attached hereto and incorporated herein (the "Application"). The Application form may be changed by Licensor from time to time. If Licensor consents to Licensee attaching Equipment to a particular pole, then Licensor shall deliver one (1) copy of the approved Application signed by Licensor's Joint Facility Administrator or other authorized employee to Licensee (the "Approved Application"). Licensor shall notify Licensee of Licensor's consent or denial of Licensee's Application within twenty (40) days of Licensee's submission of said Application to Licensor.

4.0 Installation and Inspection.

4.1 Licensor's Inspections. Upon receipt of an Approved Application and payment of the sums required in Section 5.0 of this Agreement, Licensee may install, replace, maintain and use that Equipment described in the Approved Application on the pole described in the Approved Application; provided, however, that before installing the Equipment, Licensee shall notify Licensor's Construction Department by telephoning 858._____ of the day and time Licensee intends to install the Equipment so that Licensor may, at its option and at the expense of Licensee, be present when the installation is performed. Licensee shall provide Licensor with no less than five (5) business days prior notice of its intent to install Equipment pursuant to an Approved Application. Alternatively, Licensor may elect to inspect the Equipment and pole after the Equipment has been installed in lieu of attending the construction. Licensor will perform construction inspections or final inspections, whichever the case may be, at Licensee's sole cost and expense.

After the initial inspection, Licensor may inspect each installation of Equipment and inspect the Equipment as often as conditions may warrant in Licensor's sole and absolute discretion. Such inspection shall not relieve Licensee of its responsibility and obligation to maintain the Equipment in a good and workmanlike manner.

4.2 Additional Equipment. Licensee shall not place any other equipment upon any pole owned by Licensor or materially change the position of any Equipment attached to a pole without Licensor's prior written consent. Requests to place additional equipment on a pole previously approved by Licensor for attachment shall require a separate Application prepared in accordance with the terms of this Agreement.

5.0 Fees.

5.1 License Fee. Licensee shall pay an annual administration fee equal to Four Hundred Dollars (\$400.00) (hereinafter referred to as the "License Fee"). The License Fee shall be due upon execution of this Agreement and then annually thereafter on its anniversary date.

5.2 Attachment Fee. There shall be a annual attachment fee in an amount equal to Forty Dollars (\$40.00) for each pole utilized by Licensee under the terms of this Agreement (“Attachment Fee”). The Attachment Fee may be increased annually, in Licensor’s sole discretion, in an amount equal to six percent (6%). Equipment installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Attachment Fee shall be paid at the time Licensee receives its Approved Application.

5.3 Additional Attachments. If Licensee desires to attach additional equipment pursuant to Section 4.2 above, Licensee shall pay an amount equal to Twenty-five Dollars (\$25.00) for processing the additional Application.

5.4 Payments Due. All amounts payable by Licensee under the terms of this Agreement shall be due and payable within thirty (30) calendar days after Licensee’s receipt of an invoice from Licensor. Licensee’s failure to pay any sum when due shall constitute a default under the terms of this Agreement.

6.0 Evidence of Attachment Authorization. Licensee shall retain a copy of all Approved Applications and Licensee shall provide proof of an Approved Application for any pole containing Equipment when requested by Licensor. Licensee shall provide proof of an Approved Application within ten (10) business days of a written request from Licensor. If Licensee cannot provide proof of an Approved Application with respect to a particular pole, Licensee shall pay to Licensor a one-time fee of Five Hundred Dollars (\$500.00) for the unapproved pole attachment and Licensee shall submit an application to Licensor in accordance with the terms of this Agreement.

7.0 Rearrangement of Equipment/Replacement of Pole.

7.1 Rearrangement to Accommodate Equipment. If, in the sole judgment of Licensor, the Equipment requires rearranging existing facilities on a pole or the replacement of a pole to provide adequate pole space for the Equipment, Licensor shall notify Licensee. Licensee may request that Licensor design a “work around” to accommodate the Equipment in which case Licensee shall pay Licensor an engineering fee equal to Two Hundred and Fifty Dollars (\$250.00) (“Engineering Fee”) for each affected pole.

Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction. If Licensee elects to proceed with Licensor’s proposed design to accommodate the Equipment, Licensee shall pay the actual cost incurred by Licensor for the facility rearrangements and/or the pole replacement. If Licensee elects to proceed with Licensor’s proposed design, Licensee shall receive a credit towards the actual cost of the facility rearrangement or the pole replacement (whichever the case may be) in an amount equal to the Engineering Fee. If Licensee elects not to proceed with the facility relocation or the pole replacement, Licensor shall retain the Engineering Fee.

7.2 Rearrangement to Accommodate Licensor. If, in Licensor's sole judgment, the Equipment on any pole interferes with or prevents Licensor from placing or replacing Licensor’s

own facilities, Licensor shall notify Licensee in writing of the need for Licensee to rearrange its Equipment or the need to replace the pole in order to accommodate the Equipment and Licensor's facilities. Licensor's notice shall include: (i) request for Licensee to rearrange, remove or relocate its Equipment; or (ii) an estimate of the cost of changing out the pole or rearranging Licensor's facilities.

Licensee shall rearrange, remove or relocate its Equipment within the next ninety (90) days following its receipt of Licensor's notice or pay the actual cost for Licensor to change out the pole(s) or rearrange Licensor's facilities or remove the Equipment as solely determined by Licensor. If Licensee does not desire to maintain its Equipment on the pole, then Licensee shall remove its Equipment within ninety (90) days of its receipt of Licensor's notice. If Licensee fails to remove its Equipment within the ninety (90) days, Licensor may remove the Equipment at Licensee's sole risk and expense. If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's facilities or changing out the pole, Licensee shall be entitled to re-install its Equipment on another pole in accordance with the procedures set forth herein, except that the License Fee and the Attachment Fee set forth in Section 5.0 shall be waived by Licensor to the extent they were paid for the existing Equipment.

8.0 Installation of Equipment.

8.1 Installation. Licensee may install its Equipment on the pole specified in an Approved Application using licensed contractors and in accordance with Licensor's "Structural Licensing Process" and Licensor's "Construction Standards" which may be changed from time to time in Licensor's sole and absolute discretion. Licensee shall install and maintain its Equipment in a good and safe workmanlike condition and in a manner satisfactory to Licensor so as not to conflict or interfere with the use of the pole by Licensor or other users of the pole. Licensee shall install and maintain the Equipment in accordance with all applicable laws, regulations and ordinances including, without limitation, General Order No. 95 as promulgated by the California Public Utilities Commission ("CPUC").

8.2 Safe Installation Procedures. Licensee shall require its employees and contractors working on or about any poles to inspect the poles as well as all crossarms and wires, and to ascertain that the same are safe to work with or upon before climbing the poles, attachments, crossarms or wires, and shall also charge such employees and contractors with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees and agents work to ascertain that the same are in a safe condition and repair.

8.3 Time of Installation. Licensee shall complete the installation of its Equipment within the time limit(s) stated on the Approved Application but in no event more than thirty (30) days from its receipt of the Approved Application. If Licensee fails to install its Equipment within the prescribed time limit set forth in the Approved Application or thirty (30) days, whichever the case may be, the permission granted in the Approved Application shall be deemed revoked by Licensor. If the Approved Application is revoked, Licensee shall not place any Equipment upon the pole without first resubmitting an Application and receiving an Approved

Application. If permission to install Equipment is revoked, Licensor shall refund to Licensee the Attachment Fee less an application-processing fee of Twenty Dollars (\$20.00).

9.0 New Pole Exclusion Zones. Licensee agrees not to erect any pole where no other pole exists until Licensee notifies Licensor of its need for a pole and Licensor elects not to erect, at Licensor's sole cost and expense, a new pole at that location.

10.0 Retention of Pole Ownership Rights. Nothing in this Agreement shall impose any obligation upon Licensor to grant permission to use any of its poles and nothing herein shall restrict Licensee from negotiating with other pole owners for use of their poles.

11.0 No Obligation to Maintain in Existence. Nothing in this Agreement shall obligate Licensor to keep and maintain its poles for a period of time longer than the poles are convenient or necessary for Licensor's business.

12.0 Physical Supports.

12.1 Guys or Anchors. When necessary and as required by Licensor in the Approved Application, Licensee shall install guys or anchors, or both, to hold the strains of the Equipment.

12.2 Joint Anchor Use. When, in the opinion of Licensor, conditions require joint use of an anchor, Licensor shall construct and maintain a mutually acceptable anchor. If an existing anchor must be replaced by a joint use anchor, Licensee shall pay Licensor the actual cost of the anchor change out.

12.3 Strain Defined. The term "strain" shall mean the failure of a pole to maintain a static equilibrium.

13.0 Right to Maintain and Operate Existing Facilities. Licensor reserves to itself and to each existing owner of facilities upon the pole the right to maintain the pole and to operate their respective facilities in such manner to fulfill their own service requirements. Neither Licensor nor any other existing owner of facilities on a pole shall be liable to Licensee for any interruption(s) to Licensee's service or for any interference with the operation of the Equipment arising in any manner from their use of the pole and the attached facilities. Licensor agrees to notify Licensee in writing, prior to Licensor scheduling any work within fifty feet (50') of the Equipment.

14.0 Security Precautions. In interest of safety and security, Licensee agrees to:

(i) Provide identification badges for each employee, agent and/or contractor who will work on or about poles (hereinafter described as an "Authorized Employee"); and

(ii) Cause each Authorized Employee, to observe and to comply with all of Licensor's security rules and procedures which Licensor shall provide to Licensee in writing.

15.0 Injury, Damage, and Indemnification.

15.1 Liability for Injury or Damage. Licensee shall be solely responsible and liable for all injury, death, disease or damage to persons (including, but not limited to, members of the general public, or any Authorized Employee, and for damage or destruction of real or personal property to the extent that such injury or damage was caused by Licensee's negligence or intentional acts. All users of Licensor poles are expected to exercise reasonable care with respect to other pole users facilities.

15.2 Indemnification. Licensee agrees to indemnify and hold Licensor, its officers, employees, agents, affiliates or Licensees harmless from and against any and all demands, claims, suits, costs of defense, attorneys' fees (both in-house and outside counsel), witness fees, including expert witness fees, liability, loss, costs, obligations or other expenses for damage to property or for injury, disease to or death of any persons in any manner arising directly from (a) Licensee's use, presence on or occupation of Licensor's pole(s); (b) any act or omission of Licensee, its employees, agents or those of its contractors, subcontractors or independent contractors. The foregoing indemnification shall not extend to damage, death or injury arising out of the negligent or intentional acts of Licensor.

15.3 Defense of Claims. Upon receipt of written request, the Licensee shall, pursuant to this indemnification Section, defend at its expense any claims, suit, or action brought against SDG&E, against which Licensee has an obligation to defend SDG&E under Section 15.2 above. SDG&E shall, at its option and expense, have the right to participate in such defense, without relieving the other party of any of its obligations hereunder. In any claim, suit, or action in which Licensee has agreed, in writing, that Licensee is obligated to indemnify SDG&E, SDG&E will not settle the claim, suit or action without prior written consent of Licensee (such consent not to be unreasonably withheld).

16.0 Necessary Authorizations and Title.

16.1 Easements and Permissions. Unless otherwise agreed to in writing, Licensee shall be solely responsible for obtaining any necessary easements, rights-of-way privileges, approvals or permission from the owner of the real property upon which poles exist for the installation and maintenance of its cable, anchors and all other attachments.

16.2 Limitations to Licensor Property. Nothing in this Agreement shall be construed to confer any permit, license, or grant to use the property of any persons other than the written revocable license to use LICENSOR poles, provided that this Agreement and the licenses conferred hereunder shall not be revoked except pursuant to the terms of Section 21.0 below ("Default of Licensee") or terminated by the terms of Section 2.0 above ("Term of Agreement").

16.3 Legal Prohibition of Use. Upon receipt of written notice from Licensor to Licensee that the use by Licensee of any pole or poles of Licensor is forbidden by federal, state or municipal authorities, permission to attach to such pole or poles shall immediately terminate and Licensee shall immediately remove its Equipment. If Licensee desires to appeal the prohibition

from the appropriate authority, Licensee shall notify Licensor and the prohibiting authority within 10 days of receipt of Licensor's written notice. Licensee shall obtain approval from the prohibiting authority to maintain its Equipment until the appeal process is completed.

16.4 Licensee's Equipment Operation Authorizations. Licensee shall provide Licensor with a copy of any and all required state or municipal permits authorizing Licensee's operation of its system.

16.5 Relocation Cost Reimbursement. Licensee agrees to pay Licensor any and all costs and/or expenses (including court costs and reasonable attorney fees) that are incurred by Licensor in relocating any Licensor pole from any existing easement, if such pole relocation costs would not have been incurred by Licensor except for the presence of Licensee's Equipment.

16.6 No Grant of Ownership. No use of any pole under this Agreement shall create any ownership, interest or property right in favor of Licensee.

17.0 Licensee's Option to Remove Equipment. Licensee may, at any time, remove all or part of its Equipment from any pole; provided, however, Licensee shall immediately give Licensor written notice of the removal. Removal of Equipment from any pole shall constitute a termination of Licensee's right to use equipment on that pole. The termination of an individual Approved Application shall have no effect on the effectiveness of this Agreement.

18.0 Contractual Relationship Only. Nothing in this Agreement shall create any special relationship between Licensor and Licensee, such as an agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to the words and marks "SDG&E", "SAN DIEGO GAS & ELECTRIC", or any other words and marks owned by or used by Licensor in identifying itself or by others in referring to it.

19.0 Damage to Facilities; Interference.

19.1 Licensee's Damage to Facilities. Licensee shall use its best efforts to avoid causing damage to Licensor's pole and the facilities of Licensor and third parties using the pole. Licensee shall be responsible for any and all loss from damage to the pole and/or facilities caused by Licensee. Licensee shall immediately notify Licensor of the occurrence of any damage and shall, upon demand, reimburse the owner for all reasonable costs incurred in repairing any damage.

19.2 Licensor's Damage to Facilities/Equipment. Licensor shall use commercially reasonable efforts to avoid damaging and/or causing interference with the Equipment and shall immediately notify Licensee of the occurrence of any such damage and/or interference caused by its employees, agents or contractors.

20.0 Insurance. Insurance requirements set forth below do not limit the amount or scope of liability of Licensee under this Agreement. All insurance required of Licensee under this Agreement shall meet the following minimum requirements:

On or before the effective date of this Agreement, and thereafter during its Term, Licensee shall provide Licensor with certificates of insurance as evidence of all insurance policies required under this Section. No insurance policy may be canceled, materially revised, or not renewed without at least thirty (30) days prior written notice to Licensor. Insurance must be maintained without lapse in coverage during the Term.

The required policies shall provide that the coverage is primary for all purposes and Licensee will not seek any contribution from any insurance or self-insurance maintained by Licensor.

All required policies of insurance must be written by companies having an A. M. Best rating of "A-VII" or better, or equivalent.

Licensee shall be solely responsible for any deductible or self-insured retention on insurance required hereunder.

(a) Worker's Compensation Insurance in accordance with statutory requirements and limits, including U.S. Longshoremen & Harbor Worker's Compensation Act coverage, where applicable; and

(b) Commercial General Liability Insurance, including contractual liability assumed by Licensee under this Agreement, with limits of not less than \$2,500,000 for bodily injury and property damage combined or such other reasonable level as Licensor may from time to time require upon giving notice to Licensee.

(c) Automobile Liability Insurance with limits of not less than \$1,000,000.

The insurance described in (b) above shall name Licensor as an additional insured, shall contain a severability of interest or cross liability clause, and shall be primary for all purposes.

Certificates of insurance evidencing the coverage's in (a) and (b) above shall be filed with and approved by Licensor prior to the installation of any Equipment and upon policy renewal thereafter.

Licensee agrees that no work done for it by an independent contractor shall be done by any person, firm, or corporation, without requiring insurance from said independent contractor as required of Licensee in this Section and that Licensor shall be included in the various insurance policies required therein as an additional insured as specified in that Section.

21.0 Default of Licensee. If Licensee defaults in any of its obligations under this Agreement and fails to cure or remedy any default within thirty (30) days following receipt of written notice from Licensor of such default, Licensor may revoke this Agreement or terminate any and all Approved Applications and Licensee shall, at Licensor's option, either cure any default or remove its Equipment from the poles to which the terminated Approved Application applies within ninety (90) days from receipt of written notice. The obligations of Licensee

hereunder shall survive the termination of this Agreement; however, upon failure of Licensee to remove its Equipment within said ninety (90) days, Licensor may remove the Equipment and all costs associated with Licensor's removal shall be paid by Licensee, together with any reasonable storage costs.

22.0 Default of Equipment Removal Obligation. In addition to any other rights of Licensor hereunder or at law or in equity, if Licensee fails to remove its Equipment from any pole within the time allowed for such removal or if Licensee fails to perform any work which it is obligated to do under this Agreement, Licensor may elect to remove and store Licensee's Equipment (if Licensee was provided written notice and a reasonable amount of time to remove its Equipment), or do such work, at Licensee's sole risk with respect to Licensee's Equipment breakage upon removal, and Licensee, on demand, will reimburse Licensor for all expenses incurred by Licensor.

23.0 No Waiver Of CPUC Rights. The parties agree that, by entering into this Agreement, the parties are not waiving any rights that exist or may arise in conjunction with CPUC rulings, regulations, orders, or related legislative or legal adjudications that pertain to the use of distribution poles in California.

24.0 MISCELLANEOUS TERMS AND CONDITIONS.

24.1 Laws of the State of California. This Agreement shall be governed and construed by and in accordance with the laws of the State of California without reference to its conflicts of law principles.

24.2 No Waiver; Severability. The failure of Licensor or Licensee to enforce any provision of this Agreement or the waiver thereof in any instance including, but not limited to, the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

24.3 Nonexclusive Attachment Rights. Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by Licensor to others not parties to this Agreement to use any poles covered by this Agreement; and Licensor shall have the right to confer, continue or extend such rights or privileges, provided that such additional conferrals or extensions do not materially diminish Licensee's beneficial enjoyment, for its then existing Equipment only, of this Agreement.

24.4 Transfer and Assignment. Licensee may assign, sell or transfer its interest under this Agreement without the approval or consent of Licensor to Licensee's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business

reorganization; provided that Licensee gives written notice to Licensor of any such assignment, sale, merger or transfer pursuant to Section 24.7 below. Excepting the foregoing only, Licensee may not assign its rights under this Agreement without the prior written consent of Licensor. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

24.5 Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on Licensor poles and if such tax is assessed upon Licensor, Licensee, on demand, will reimburse Licensor in the amount of the tax paid by Licensor.

24.6 Revocation of Agreement under G.O. 69-C. In addition to and separate from any other provision of this Agreement, providing for revocation or termination by Licensor, the provisions of this Agreement are conditional upon the right of Licensor to revoke this Agreement whenever in the interest of its service to its patrons or consumers in the conduct of its regulated electrical or gas utility business, it shall appear necessary or desirable to do so, as provided by General Order No. 69-C promulgated by the CPUC. A copy of General Order 69-C is attached hereto and incorporated herein.

24.7 Notices. All notices to be given under this Agreement shall be in writing and either:

- sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier; or
- by telecopy or similar means, if a copy of the notice is also sent by United States Mail, in which case notice shall be deemed delivered on transmittal by telecopier or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices, as follows:

Notices to Licensee shall be addressed as follows:

Licensee
NextG Networks of California, Inc.
Attention: Lease Management
2216 O'Toole Avenue
San Jose, CA 95131
Fax: (408 383 5397)

Notices to Licensor shall be addressed as follows:
San Diego Gas & Electric Company
Attention: Electric Distribution Management Manager
8316 Century Park Court – CP51D
San Diego, California 92123
Fax: 858.654.0321

24.8 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by both parties. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent.

24.9 Headings. The caption and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

24.10 Corporate Authority. Each of the individuals signing this Agreement for their respective company ("Company Representatives") represents and warrants that, with respect to the company for which he or she is executing this Agreement: a) he or she has the full power and authority, and the legal right, to execute this Agreement on behalf their respective company referenced in this Agreement; b) the company is executing this Agreement has taken all actions necessary to enter into and be bound by this Agreement; c) the company has the full power, authority, and the legal right to execute, deliver, perform, and observe its obligations hereunder; d) the company has taken all necessary actions to authorize the individual signing on the company's behalf to do so; e) the company will not cause a breach or violation of any other agreement, law or court order by entering into this Agreement; and f) the company is a duly organized and valid entity in good standing authorized to conduct business in the State of California.

24.11 Attorneys' Fees. If either party files any action or brings any proceeding against

the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees (both in-house and outside attorney fees), costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the Party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A party not entitled to recover its costs shall not recover its attorneys' fees.

IN WITNESS WHEREOF, the parties have read this Agreement, understand it and agree to be bound by its terms as of the date first written above.

Licensor:

Licensee:

SAN DIEGO GAS & ELECTRIC
COMPANY,
a California corporation

NEXTG NETWORKS OF CALIFORNIA, INC.
a Delaware corporation

By: Carol Williams

By: Jol Hjo

Title: Director - T&D Planning

Title: CEO

Date: 3/8/06

Date: 2/3/2006



POLE ATTACHMENT APPLICATION

APPLICATION FOR:

- POLE ATTACHMENT
REMOVE ATTACHMENT
ALTER EXISTING ATTACHMENT

REQUESTED BY (LICENSEE):

Company
Mailing Address
City State Zip
Phone
Company Code (ID Tag)

INFORMATION

APPLICATION NUMBER (Licensee)

DPSS NO. (SDG&E)

FACILITY USE:

CATV Telephone
Telecom Other

TYPE OF ATTACHMENT: DIA. LBS. TENSION

- Fiber Optic Cable
Coaxial Cable
Twisted Pair Copper
Equipment Over-lashing Yes No

POLE INFORMATION:

- Distribution Poles
Transmission Poles
Poles in Franchise Position
Poles in Private Property (Right-of-Ways)

MAIL TO: San Diego Gas & Electric Company
Attn: Distribution Asset Management
8316 Century Park Court
Suite CP51D
San Diego, CA 92123-1582

LICENSEE AGREES TO COMPLY WITH TERMS AND CONDITIONS OF THE ORIGINAL LICENSE AGREEMENT AND THE FOLLOWING APPLICATION REQUIREMENTS:

- 1. Limit the number of Poles applied for per application to 50 or less.
2. Billing will commence upon Licensor's date of Application approval.
3. Written notification of Pole attachment cancellations will be accepted up to 60 days from the Licensor's date of Application approval.
4. There will be no reimbursement for Pole attachments cancelled beyond 60 days from the Licensor's date of Application approval.
5. Construction must start within 90 days if no specific date is assigned in writing with returned approved Application.
6. Feasibility review fees and engineering review fees where applicable are due and payable before final attachment approvals.
7. Do not attach to Power Anchor.

In accordance with the terms of the License Agreement dated ..., 20 ..., covering the use of your Poles located within the County of ..., State of California, we hereby request permission to attach, remove or alter certain equipment on certain Poles, all as more particularly described and delineated on the Pole list on the reverse side of this form and the attached layout map.

When approved by you, the Licensee's Equipment covered by this Application shall be a separate license incorporating by reference all of the terms and conditions of the License Agreement, including the terms below in the Permission for Pole Attachment section.

DATED ..., 20 ...

LICENSEE SIGNATURE
TITLE

APPLICATION ROUTING FOR ATTACHMENT REVIEW:

Application forwarded to: Date: SDG&E Re-Arrangement Work Required: YES/NO
Assigned to: Date:
Attachment Review Approval: Date:
Routing completed by: (Forward to Distribution Asset Management, CP-51D for final application approval)

PERMISSION FOR POLE ATTACHMENT

Licensee hereby grants to Licensee to attach the Licensee's Equipment listed on this Application to Poles identified by this Application. As a condition of this License Agreement, Licensee agrees to obtain all required franchises, permits or rights-of-way from the local government and utility companies involved and agrees to construct in compliance with G.O. 95 and all applicable General Order, national codes, and laws.

Completed by: Date:
Signature: Date:
Signature: Date:
Signature: Date:

POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction/Engineering Contact: _____
 Phone No.: _____
 Includes: Work Ready Form, Drawing

Application No. _____
 DPSS No. _____
 Thomas Brothers _____
 DFIS Map# _____

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|--------------------|-----------------|--------------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
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**AMENDMENT TO
POLE ATTACHMENT – COMMUNICATIONS ANTENNA AGREEMENT**

THIS AMENDMENT TO POLE ATTACHMENT – COMMUNICATIONS ANTENNA AGREEMENT (the “Amendment”) is made this 7 day of March, 2006 between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (hereinafter referred to as "Licensor") and NEXTG NETWORKS OF CALIFORNIA, INC., a Delaware corporation (hereinafter referred to as "Licensee") (collectively, “the Parties”).

RECITALS

A. **WHEREAS**, the Parties have entered into a License Agreement styled "Pole Attachment - Communication Antenna," ("PACA Agreement") on or about February 3, 2006. At the time of the execution of the PACA Agreement, the Parties understood that Licensor was in the process of revising its policies related to wireless antenna attachments and ancillary equipment and that subsequent revisions to Licensor’s policies would be encapsulated in an Amendment whose terms would relate and take effect back to the date of Licensee’s execution of the PACA Agreement; and

B. **WHEREAS**, Licensor has completed the revision of its policies and the Parties hereby desire to replace and amend the terms of the PACA Agreement as more fully described below.

C. **NOW, THEREFORE**, in consideration of the Recitals stated above, and incorporated herein by this reference, and the mutual obligations of the Parties expressed herein, the Parties agree to the following:

AMENDMENT

1. **Annexes.** This Amendment consists of the following two Annexes: (i) "Annex 1: Pole Attachment - Ancillary Equipment," and (ii) "Annex 2: Pole Attachment - Wireless Antenna." These Annexes also include various Exhibits, all of which are incorporated herein by reference.

2. **Effect of Amendment.** It is the Parties intention that the Amendment, together with the Annexes, supercede and replace any conflicting contractual provisions. In the event of a conflict between the Amendment and the PACA Agreement, the terms of the Amendment and the Annexes shall control.

3. **Additional Terms.** For purposes of this Amendment, and in particular the attached Annexes, the signature lines, dates, and Parties in the attached Annexes shall be deemed to be fully completed and executed by signature on this Amendment.

[signatures on next page]

IN WITNESS WHEREOF, the parties have read this Amendment, understand it and agree to be bound by its terms as of the date first written above.

Licensor:

Licensee:

SAN DIEGO GAS & ELECTRIC
COMPANY,
a California corporation

NEXTG NETWORKS OF CALIFORNIA, INC.,
a Delaware corporation

By: Carol W.

By: John Hye

Title: Director - T&D Planning

Title: CEO

Date: 3/8/06

Date: MARCH 7, 2006

Table of Attachments

1. Annex 1: Pole Attachment - Ancillary Equipment (With associated Exhibits)
2. Annex 2: Pole Attachment - Wireless Antenna (With associated Exhibits).

LICENSE AGREEMENT

(Pole Attachment – Ancillary Equipment)

THIS LICENSE AGREEMENT (the “Agreement”) is made this _____ day of _____, 2006 (“Effective Date”) between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (hereinafter referred to as “Licensor”) and _____ (hereinafter referred to as “Licensee”).

WHEREAS, Licensor is a utility company and has installed distribution poles and stubs (12kV or less) within its service territory for the distribution of electricity (hereinafter referred to as “pole”); and

WHEREAS, Licensee is a telecommunications company and/or wireless carrier that desires to attach its ancillary equipment as defined by General Order No. 95, as promulgated by the California Public Utilities Commission (“CPUC”) together with associated hardware such as brackets, RF Nodes, battery back-up boxes, disconnect switch, electric conduit, messenger cables and other appurtenances to Licensor’s poles; and

WHEREAS, Licensee shall have first obtained a CPCN from the FCC or the CPUC prior to attaching anything to any pole under the terms of this Agreement.

NOW, THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 Scope of Agreement.

1.1 Use of Licensor’s Poles. Licensee may attach only ancillary equipment as defined by General Order No. 95, as promulgated by the California Public Utilities Commission (“CPUC”) together with associated hardware such as brackets, RF Nodes, battery back-up boxes, disconnect switch, electric conduit, messenger cables and other appurtenances hereinafter, collectively referred to as the “Equipment”) that Licensor gives Licensee prior written permission to attach to its poles pursuant to this Agreement. The Equipment shall be: (i) used in conjunction with communication antennas that emit and/or receive radio frequency signals for Licensee’s wireless communications network; and (ii) located only on that portion of Licensor’s pole expressly agreed to by Licensor.

1.2 Ancillary Access. Licensor hereby grants to Licensee a license to use its access rights, if any, for ingress and egress to and from each of the poles covered by this Agreement but only to the extent permissible under the applicable documents.

2.0 Term of Agreement. The term of this Agreement shall be twenty (20) years commencing on the Effective Date (hereinafter “Term”). However, this Agreement may be terminated earlier by (i) either party if the other party fails to perform an obligation(s) under the terms of this Agreement in which case this Agreement shall terminate ninety (90) days after receipt of written notice from the non-defaulting party; or (ii) for any reason by Licensee in which case this Agreement shall terminate one (1) year after Licensor’s receipt of written notice from Licensee.

Termination of this Agreement shall not release either party from any liability or obligation under the terms of this Agreement that accrued prior to its termination.

3.0 Pole Attachment Application. When Licensee desires to place Equipment upon any pole(s), Licensee shall submit a written application to Licensor in substantially the same form as Exhibit A, attached hereto and incorporated herein (the “Application”). The Application form may be changed by Licensor from time to time. If Licensor consents to Licensee attaching Equipment to a particular pole, then Licensor shall deliver one (1) copy of the approved Application signed by Licensor’s Joint Facility Administrator or other authorized employee to Licensee (the “Approved Application”). Licensor shall notify Licensee of Licensor’s consent or denial of Licensee’s Application within forty (40) days of Licensee’s submission of said Application to Licensor.

In the event the Application involves more than 500 poles or the Application involves considerable complexity and requires more time than provided for in Section 3.0, Licensor shall notify Licensee that the timeframes in Section 3.0 may not apply and shall advise Licensee of its best estimate regarding a longer time period for response. Licensee may agree to the longer time period or incur the expense of outside contractors hired by Licensor to assist with processing Licensee’s Application.

In the event, a pole selected by Licensee in its original Application cannot be utilized for Licensee’s Equipment due to safety and/or engineering issues, Licensee may select and substitute an alternate pole within 30 days after notification by Licensor. Licensee’s selection and substitution of an alternate pole relates back to the original date of execution of the Application and supercedes the selection of the same pole by any other Company that may have executed an Application after the original date of execution of Licensee’s Application. Licensor’s Pole Attachment Application is attached hereto as Exhibit A.

4.0 Installation and Inspection.

4.1 Pre-Installation Engineering. Licensee is responsible for the actual costs incurred by Licensor to evaluate safety and engineering issues related to Licensee’s intended installation and construction plan to ensure compliance with General Order 95, Licensor’s “Structural Licensing Process” and Licensor’s “Construction Standards”. Licensor will provide Licensee with its pre-installation engineering review and an invoice for performing this engineering review.

Licensor's Construction Standard is attached hereto as Exhibit B, with the understanding that Licensor may modify and change this standard as it deems necessary, at which time Licensor will so advise Licensee.

4.1.1 Mock-Ups. In the event, Licensee elects to work with Licensor in performing mock-ups to modify its installation and construction plan or other related work, Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction. Licensee agrees to reimburse Licensor for the actual cost incurred for said additional service.

4.2 Licensor's Inspections. Upon receipt of an Approved Application and payment of the sums required in Section 5.0 of this Agreement, Licensee may install, replace, maintain and use that Equipment described in the Approved Application on the pole described in the Approved Application; provided, however, that before installing the Equipment, Licensee shall notify Licensor's Construction Department by telephoning 858. _____ of the date and time Licensee intends to install the Equipment so that Licensor may, at its option and at the expense of Licensee, be present when the installation is performed. Licensee shall provide Licensor with no less than five (5) business days prior notice of its intent to install Equipment pursuant to an Approved Application. Alternatively, Licensor may elect to inspect the Equipment and pole after the Equipment has been installed in lieu of attending the construction. Licensor will perform construction inspections or final inspections, whichever the case may be, at Licensee's sole cost and expense.

After the initial inspection, Licensor may inspect each installation of Equipment and inspect the Equipment as often as conditions may warrant in Licensor's sole and absolute discretion. Such inspection shall not relieve Licensee of its responsibility and obligation to maintain the Equipment in a good and workmanlike manner.

4.3 Additional Equipment. Licensee shall not place any additional Equipment or any other type of equipment upon any pole owned by Licensor or materially change the position of any Equipment attached to a pole without Licensor's prior written consent. Requests to place additional Equipment on a pole previously approved by Licensor for attachment shall require a separate Application prepared in accordance with the terms of this Agreement.

5.0 Fees.

5.1 License Fee. Licensee shall pay an annual administration fee equal to Four Hundred Dollars (\$400.00) (hereinafter referred to as the "License Fee") for less than 500 poles. For each additional 100 poles, this License Fee shall be increased by One Hundred Dollars (\$100.00). The License Fee shall be due upon execution of this Agreement and then annually thereafter on its anniversary date.

5.2 Attachment Fee. There shall be an annual attachment fee in an amount equal to Forty Dollars (\$40.00) multiplied by number of lineal feet of pole space used for the Equipment on each pole utilized by Licensee under the terms of this Agreement ("Attachment Fee"). The Attachment Fee may be increased annually, in Licensor's sole discretion, in an amount equal to

six percent (6%). Equipment installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Attachment Fee shall be paid at the time Licensee receives its Approved Application.

5.3 Additional Attachments. If Licensee desires to attach additional Equipment pursuant to Section 4.2 above, Licensee shall pay an amount equal to Twenty-five Dollars (\$25.00) for processing the additional Application. Licensee is responsible for all pre-engineering installation fees, mock ups and inspection fees related to the additional Application.

5.4 Payments Due. All amounts payable by Licensee under the terms of this Agreement shall be due and payable within thirty (30) calendar days after Licensor issues the invoice to Licensee. Licensee's failure to pay any sum when due shall constitute a default under the terms of this Agreement.

6.0 Evidence of Attachment Authorization. Licensee shall retain a copy of all Approved Applications and Licensee shall provide proof of an Approved Application for any pole containing Equipment when requested by Licensor. Licensee shall provide proof of an Approved Application within ten (10) business days of a written request from Licensor. If Licensee cannot provide proof of an Approved Application with respect to a particular pole, Licensee shall pay to Licensor a one-time fee of Five Hundred Dollars (\$500.00) for each unauthorized and unapproved pole attachment within ten (10) business days after Licensor issues a written request. Licensee shall submit an application to Licensor in accordance with the terms of this Agreement within ten (10) business days after Licensor issues a written request, after which Licensor has the right to remove all unauthorized and unapproved pole attachments at Licensee's sole risk and expense.

7.0 Rearrangement of Equipment/Replacement of Pole.

7.1 Rearrangement to Accommodate Equipment. If, in the sole judgment of Licensor, the Equipment requires rearranging existing facilities on a pole or the replacement of a pole to provide adequate pole space for the Equipment, Licensor shall notify Licensee. Licensee may request that Licensor design a "work around" to accommodate the Equipment in which case Licensee shall pay Licensor for the actual costs incurred by Licensor for designing the "work around" for each affected pole.

Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction. If Licensee elects to proceed with Licensor's proposed design to accommodate the Equipment, Licensee shall pay the actual cost incurred by Licensor for the facility rearrangements and/or the pole replacement.

7.2 Rearrangement to Accommodate Licensor. If, in Licensor's sole judgment, the Equipment on any pole interferes with or prevents Licensor from placing and/or replacing Licensor's own facilities, Licensor shall notify Licensee in writing of the need for Licensee to rearrange its Equipment or the need to replace the pole in order to accommodate the Equipment and Licensor's facilities. Licensor's notice shall include: (i) request for Licensee to rearrange,

remove or relocate its Equipment; or (ii) an estimate of the cost of changing out the pole or rearranging Licensor's facilities.

Licensee shall rearrange, remove or relocate its Equipment within ninety (90) days after Licensor issues a written notice, after which Licensee shall pay Licensor the actual cost for Licensor to change out the pole(s) or rearrange Licensor's facilities or remove the Equipment as solely determined by Licensor. If Licensee does not desire to maintain its Equipment on the pole, then Licensee shall remove its Equipment within ninety (90) days after Licensor issues a written notice. If Licensee fails to remove its Equipment within the ninety (90) day period, Licensor may remove the Equipment at Licensee's sole risk and expense. If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's facilities or changing out the pole, Licensee shall be entitled to re-install its Equipment on another pole in accordance with the procedures set forth herein, except that the License Fee and the Attachment Fee set forth in Section 5.0 shall be waived by Licensor to the extent they were paid for the subject Equipment.

8.0 Installation of Equipment.

8.1 Installation. Licensee may install its Equipment on the pole specified in an Approved Application using licensed contractors and in accordance with Licensor's "Structural Licensing Process" and Licensor's "Construction Standards" which may be changed from time to time in Licensor's sole and absolute discretion. Licensee shall install and maintain its Equipment in a good and safe workmanlike condition and in a manner satisfactory to Licensor so as not to conflict or interfere with the use of the pole by Licensor or other users of the pole. Licensee shall install and maintain the Equipment in accordance with all applicable laws, regulations and ordinances including, without limitation, General Order No. 95 as promulgated by the California Public Utilities Commission ("CPUC").

8.2 Safe Installation Procedures. Licensee shall require its employees and contractors working on or about any poles to inspect the poles as well as all cross arms and wires, and to ascertain that the same are safe to work with or upon before climbing the poles, attachments, cross arms or wires, and shall also charge such employees and contractors with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees and agents work to ascertain that the same are in a safe condition and repair.

8.3 Time of Installation. Licensee shall complete the installation of its Equipment within the time limit(s) stated on the Approved Application. If Licensee fails to install its Equipment within the prescribed time limit set forth in the Approved Application, the permission granted in the Approved Application shall be deemed revoked by Licensor. If the Approved Application is revoked, Licensee shall not place any Equipment upon the pole without first resubmitting an Application and receiving an Approved Application.

9.0 New Pole Exclusion Zones. Licensee agrees not to erect any pole where no other pole exists unless Licensee obtains Licensor's written approval of the location for that pole after

Licensee has notified Licensor of its need for a pole and Licensor has elected not to erect, at Licensor's sole cost and expense, a new pole at that location. Licensee agrees to bear all risks and costs associated with the erection of the new pole.

10.0 Retention of Pole Ownership Rights. Nothing in this Agreement shall impose any obligation upon Licensor to grant permission to use any of its poles and nothing herein shall restrict Licensee from negotiating with other pole owners for use of their poles.

11.0 No Obligation to Maintain in Existence. Nothing in this Agreement shall obligate Licensor to keep and maintain its poles for a period of time longer than the poles are convenient or necessary for Licensor's business.

12.0 Physical Supports.

12.1 Guys or Anchors. When necessary and as required by Licensor in the Approved Application, Licensee shall install guys or anchors, or both, to hold the strains of the Equipment.

12.2 Joint Anchor Use. When, in the opinion of Licensor, conditions require joint use of an anchor, Licensor shall construct and maintain a mutually acceptable anchor. If an existing anchor must be replaced by a joint use anchor, Licensee shall pay Licensor the actual cost of the anchor change out.

12.3 Strain Defined. The term "strain" shall mean the failure of a pole to maintain a static equilibrium.

13.0 Right to Maintain and Operate Existing Facilities. Licensor reserves to itself and to each existing owner of facilities upon the pole the right to maintain the pole and to operate their respective facilities in such manner to fulfill their own service requirements. Neither Licensor nor any other existing owner of facilities on a pole shall be liable to Licensee for any interruption(s) to Licensee's service or for any interference with the operation of the Equipment arising in any manner from their use of the pole and the attached facilities. Licensor agrees to notify Licensee in writing, prior to Licensor beginning any major work on the subject pole (i.e., re-configuration, pole change outs, re-conductoring, 20 ABC Conversions).

14.0 Security Precautions. In interest of safety and security, Licensee agrees to:

(i) Provide identification badges for each employee, agent and/or contractor who will work on or about poles (hereinafter described as an "Authorized Employee"); and

(ii) Cause each Authorized Employee, to observe and to comply with all of Licensor's security rules and procedures which Licensor shall provide to Licensee in writing.

15.0 Injury, Damage, and Indemnification.

15.1 Liability for Injury or Damage. Licensee shall be solely responsible and liable for all injury, death, disease or damage to persons (including, but not limited to, members of the general public, or any Authorized Employee, and for damage or destruction of real or personal property to the extent that such injury or damage was caused by Licensee's negligence or intentional acts. All users of Licensor's poles are expected to exercise reasonable care with respect to other pole users' facilities.

15.2 Indemnification. Licensee agrees to indemnify and hold Licensor, its officers, employees, agents, affiliates and/or other Licensees harmless from and against any and all demands, claims, suits, costs of defense, attorneys' fees (both in-house and outside counsel), witness fees, including expert witness fees, liability, loss, costs, obligations or other expenses for damage to property or for injury, disease to or death of any persons in any manner arising directly from (a) Licensee's use, presence on or occupation of Licensor's pole(s); (b) any act or omission of Licensee, its employees, agents or those of its contractors, subcontractors or independent contractors. The foregoing indemnification shall not extend to damage, death or injury arising out of the negligent or intentional acts of Licensor.

15.3 Defense of Claims. Upon receipt of written request, Licensee shall, pursuant to this indemnification Section, defend at its expense any claims, suit, or action brought against Licensor, against which Licensee has an obligation to defend Licensor under Section 15.2 above. Licensor shall, at its option and expense, have the right to participate in such defense, without relieving the other party of any of its obligations hereunder. In any claim, suit, or action in which Licensee has agreed, in writing, that Licensee is obligated to indemnify Licensor, Licensor will not settle the claim, suit or action without prior written consent of Licensee (such consent not to be unreasonably withheld).

16.0 Necessary Authorizations and Title.

16.1 Easements and Permissions. Unless otherwise agreed to in writing, Licensee shall be solely responsible for obtaining any necessary easements, rights-of-way privileges, approvals or permission from the owner of the real property upon which poles exist, and from any applicable federal, state, local or municipal governmental authority, for the installation and maintenance of its Equipment (including all cable, anchors and other attachments) and any erection of its poles.

16.2 Limitations to Licensor Property. Nothing in this Agreement shall be construed to confer any permit, license, or grant to use the property of any persons other than the written revocable license to use Licensor's poles, provided that this Agreement and the licenses conferred hereunder shall not be revoked except pursuant to the terms of Section 21.0 below ("Default of Licensee") or terminated by the terms of Section 2.0 above ("Term of Agreement").

16.3 Legal Prohibition of Use. Upon receipt of written notice from Licensor to Licensee that the use by Licensee of any pole or poles of Licensor is forbidden by federal, state or municipal authorities, permission to attach to such pole or poles shall immediately terminate and Licensee shall immediately remove its Equipment. If Licensee desires to appeal the prohibition

from the appropriate authority, Licensee shall notify Licensor and the prohibiting authority within 10 days of receipt of Licensor's written notice. Licensee shall obtain approval from the prohibiting authority to maintain its Equipment until the appeal process is completed.

16.4 Licensee's Equipment Operation Authorizations. Licensee shall provide Licensor with a copy of any and all required state or municipal permits authorizing Licensee's operation of its system.

16.5 Relocation Cost Reimbursement. Licensee agrees to pay Licensor any and all costs and/or expenses (including court costs and reasonable attorney fees) that are incurred by Licensor in relocating any Licensor pole from any existing easement, if such pole relocation costs would not have been incurred by Licensor except for the presence of Licensee's Equipment.

16.6 No Grant of Ownership. No use of any pole under this Agreement shall create any ownership, interest or property right in favor of Licensee.

17.0 Licensee's Option to Remove Equipment. Licensee may, at any time, remove all or part of its Equipment from any pole; provided, however, Licensee shall immediately give Licensor written notice of the removal. Removal of Equipment from any pole shall constitute a termination of Licensee's right to use equipment on that pole. The termination of an individual Approved Application shall have no effect on the effectiveness of this Agreement.

18.0 Contractual Relationship Only. Nothing in this Agreement shall create any special relationship between Licensor and Licensee, such as an agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to the words and marks "SDG&E", "SAN DIEGO GAS & ELECTRIC", "SEMPRA UTILITIES" or " A SEMPRA UTILITY" or any other words and marks owned by or used by Licensor in identifying itself or by others in referring to it.

19.0 Damage to Facilities; Interference.

19.1 Licensee's Damage to Facilities. Licensee shall use its best efforts to avoid causing damage to Licensor's pole and the facilities of Licensor and third parties using the pole. Licensee shall be responsible for any and all loss from damage to the pole and/or facilities caused by Licensee. Licensee shall immediately notify Licensor of the occurrence of any damage and shall, upon demand, reimburse the owner for all reasonable costs incurred in repairing any damage.

19.2 Licensor's Damage to Facilities/Equipment. Licensor shall use commercially reasonable efforts to avoid damaging and/or causing interference with the Equipment and shall immediately notify Licensee of the occurrence of any such damage and/or interference caused by its employees, agents or contractors.

20.0 Insurance. Insurance requirements set forth below do not limit the amount or scope of liability of Licensee under this Agreement. All insurance required of Licensee under this Agreement shall meet the following minimum requirements:

On or before the effective date of this Agreement, and thereafter during its Term, Licensee shall provide Licensor with certificates of insurance as evidence of all insurance policies required under this Section. No insurance policy may be canceled, materially revised, or not renewed without at least thirty (30) days prior written notice to Licensor. Insurance must be maintained without lapse in coverage during the Term of this Agreement.

The required policies shall provide that the coverage is primary for all purposes and Licensee will not seek any contribution from any insurance or self-insurance maintained by Licensor.

All required policies of insurance must be written by companies having an A. M. Best rating of "A-VII" or better, or equivalent.

Licensee shall be solely responsible for any deductible or self-insured retention on insurance required hereunder.

(a) Worker's Compensation Insurance in accordance with statutory requirements and limits, including U.S. Longshoremen & Harbor Worker's Compensation Act coverage, where applicable; and

(b) Commercial General Liability Insurance, including contractual liability assumed by Licensee under this Agreement, with limits of not less than \$2,500,000 for bodily injury and property damage combined or such other reasonable level as Licensor may from time to time require upon giving notice to Licensee.

(c) Automobile Liability Insurance with limits of not less than \$1,000,000.

The insurance described in (b) above shall name Licensor as an additional insured, shall contain a severability of interest or cross liability clause, and shall be primary for all purposes.

Certificates of insurance evidencing the coverage's in (a) and (b) above shall be filed with and approved by Licensor prior to the installation of any Equipment and upon policy renewal thereafter.

Licensee agrees that no work done for it by an independent contractor shall be done by any person, firm, or corporation, without requiring insurance from said independent contractor as required of Licensee in this Section and that Licensor shall be included in the various insurance policies required therein as an additional insured as specified in that Section.

21.0 Default of Licensee. If Licensee defaults in any of its obligations under this Agreement and fails to cure or remedy any default within thirty (30) days following receipt of written notice from Licensor of such default, Licensor may revoke this Agreement or terminate any and all Approved Applications and Licensee shall, at Licensor's option, either cure any default or remove its Equipment from the poles to which the terminated Approved Application applies within ninety (90) days from receipt of written notice. The obligations of Licensee hereunder shall survive the termination of this Agreement; however, upon failure of Licensee to remove its Equipment within said ninety (90) days, Licensor may remove the Equipment and all costs associated with Licensor's removal shall be paid by Licensee, together with any reasonable storage costs.

22.0 Default of Equipment Removal Obligation. In addition to any other rights of Licensor hereunder or at law or in equity, if Licensee fails to remove its Equipment from any pole within the time allowed for such removal or if Licensee fails to perform any work which it is obligated to do under this Agreement, Licensor may elect to remove and store Licensee's Equipment (if Licensee was provided written notice and a reasonable amount of time to remove its Equipment), or do such work, at Licensee's sole risk with respect to Licensee's Equipment breakage upon removal, and Licensee, on demand, will reimburse Licensor for all expenses incurred by Licensor.

23.0 No Waiver Of CPUC Rights. The parties agree that, by entering into this Agreement, the parties are not waiving any rights or obligations that exist or may arise in conjunction with CPUC rulings, regulations, orders, or related legislative or legal adjudications that pertain to the use of distribution poles in California.

24.0 MISCELLANEOUS TERMS AND CONDITIONS.

24.1 Laws of the State of California. This Agreement shall be governed and construed by and in accordance with the laws of the State of California without reference to its conflicts of law principles.

24.2 No Waiver; Severability. The failure of Licensor or Licensee to enforce any provision of this Agreement or the waiver thereof in any instance including, but not limited to, the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

24.3 Nonexclusive Attachment Rights. Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by Licensor to others not parties to this Agreement to use any poles covered by this Agreement; and Licensor shall have the right to confer, continue or extend such rights or privileges, provided that such additional conferrals or extensions do not materially diminish Licensee's beneficial enjoyment, for its then existing Equipment only, of this Agreement.

24.4 Transfer and Assignment. Licensee may assign, sell or transfer its interest under this Agreement without the approval or consent of Licensor to Licensee's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business reorganization; provided that Licensee gives written notice to Licensor of any such assignment, sale, merger or transfer pursuant to Section 24.7 below. Excepting the foregoing only, Licensee may not assign its rights under this Agreement without the prior written consent of Licensor. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

24.5 Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on Licensor's poles and if such tax is assessed upon Licensor, Licensee, on demand, will reimburse Licensor in the amount of the tax paid by Licensor.

24.6 Revocation of Agreement under G.O. 69-C. In addition to and separate from any other provision of this Agreement, providing for revocation or termination by Licensor, the provisions of this Agreement are conditional upon the right of Licensor to revoke this Agreement whenever in the interest of its service to its patrons or consumers in the conduct of its regulated electrical or gas utility business, it shall appear necessary or desirable to do so, as provided by General Order No. 69-C promulgated by the CPUC. A copy of General Order 69-C is attached hereto and incorporated herein.

24.7 Notices. All notices to be given under this Agreement shall be in writing and either:

- sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier; or
- by telecopy or similar means, if a copy of the notice is also sent by United States Mail, in which case notice shall be deemed delivered on transmittal by telecopier, facsimile or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices, as follows:

Notices to Licensee shall be addressed as follows:

Licensee

Notices to Licensor shall be addressed as follows:

Attention: San Diego Gas & Electric Company
Electric Distribution Management Manager
8316 Century Park Court – CP51
San Diego, California 92123
Fax: 858.654.0321

24.8 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by both parties. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent.

24.9 Headings. The caption and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

24.10 Corporate Authority. Each of the individuals signing this Agreement for their respective company ("Company Representatives") represents and warrants that, with respect to the company for which he or she is executing this Agreement: a) he or she has the full power and authority, and the legal right, to execute this Agreement on behalf their respective company referenced in this Agreement; b) the company in executing this Agreement has taken all actions necessary to enter into and be bound by this Agreement; c) the company has the full power, authority, and the legal right to execute, deliver, perform, and observe its obligations hereunder; d) the company has taken all necessary actions to authorize the individual signing on the company's behalf to do so; e) the company will not cause a breach or violation of any other agreement, law or court order by entering into this Agreement; and f) the company is a duly organized and valid entity in good standing authorized to conduct business in the State of California.

24.11 Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees (both in-house and outside attorney fees), costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the Party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A party not entitled to recover its costs shall not recover its attorneys' fees.

IN WITNESS WHEREOF, the parties have read this Agreement, understand it and agree to be bound by its terms as of the date first written above.

Licensor:

Licensee:

SAN DIEGO GAS & ELECTRIC
COMPANY,
a California corporation

a _____ corporation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction/Engineering Contact: _____
 Phone No.: _____
 Includes: Work Ready Form, Drawing

Application No. _____
 DPSS No. _____
 Thomas Brothers _____
 DFIS Map# _____

(*Licensee must identify removals.)

By Licensee

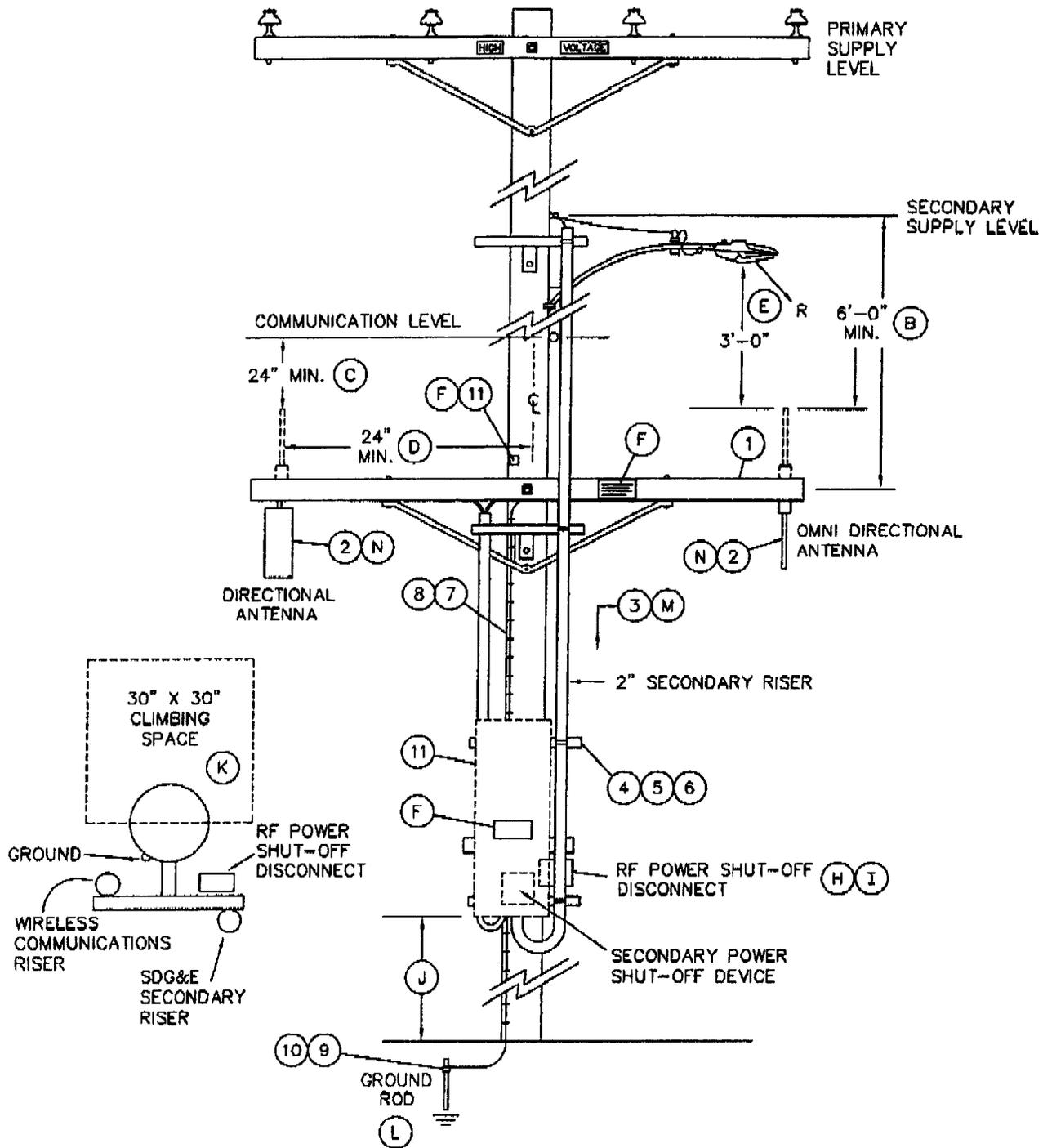
| # | Pole/Stub # | Location | SDG&E Work Required |
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EXHIBIT B

(Licensor's Construction Standards)

SCOPE: THIS STANDARD SHOWS A CUSTOMER OWNED AND INSTALLED WIRELESS COMMUNICATIONS ANTENNA ATTACHMENT ON AN SDG&E WOOD POLE.

NOTES: THIS CONSTRUCTION IS NOT ALLOWED ON A POLE WITH EQUIPMENT OR SWITCHES INSTALLED. (A)



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| | | | | |
|----------------------------|---|--------------------|--|----------------------------|
| SERVICE GUIDE PG. 691.4 | Indicates Latest Revision | Completely Revised | <input checked="" type="checkbox"/> New Page | Information Removed |
| SDG&E ELECTRIC STANDARDS | | | | REVISION |
| OH 576.1 UG 4651.1 | CUSTOMER-OWNED WIRELESS COMMUNICATIONS PROVIDER ATTACHMENT TO DISTRIBUTION POLE (UNMETERED SERVICE) | | | DATE 3-8-06 APPD PJA/JJ |

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298

(415) 703-1691



August 30, 2006

Advice Letter 1815-E

J. Steve Rahon, Director
Tariffs and Regulatory Accounts
San Diego Gas and Electric
8330 Century Park Court, CP32C
San Diego, CA 92123-1548

Subject: Informational advice letter – contract information for access to support structures,
pursuant to Decision 98-10-058, Appendix A, Rule VI

Dear Mr. Rahon:

Advice Letter 1815-E is effective August 31, 2006. A copy of the advice filing is included herewith
for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean H. Gallagher".

Sean H. Gallagher, Director
Energy Division



J. Steve Rahon
Director
Tariffs & Regulatory Accounts
8330 Century Park Court
San Diego, CA 92123-1548

Tel: 858.654.1773
Fax: 858.654.1788
srahon@semprautilities.com

August 1, 2006

ADVICE LETTER 1815-E

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

SUBJECT: INFORMATIONAL ADVICE LETTER

Contract Information for Access to Support Structures, Pursuant to Decision
98-10-058, Appendix A, Rule VI

PURPOSE

San Diego Gas & Electric Company (SDG&E) hereby submits to the California Public Utilities Commission (Commission), for informational purposes, the attached executed joint pole agreements in accordance with Commission Decision (D.) 98-10-058, dated October 22, 1998, in OIR 95-04-043 and OII 95-04-044, Rule VI, (at Appendix A) and D.00-03-055 which modified D.98-10-058.

BACKGROUND

On October 22, 1998, the Commission issued D.98-10-058, which contained rules that govern the access of telecommunications carriers and cable television companies to public utility rights-of-way and support structures. The rules, as stated in Rule 1 A, are to be applied as guidelines by parties in negotiating rights-of-way access agreements with SDG&E.

In accordance with General Order 96-A and D.98-10-058, Appendix A, Rule VI, Section C "CONTRACTS", the Commission ordered utilities, including SDG&E, to file signed copies of its executed joint pole agreements with any telecommunications carriers, or cable TV companies. Copies of these agreements are available for full public inspection and are being extended on a nondiscriminatory basis to all other similarly situated telecommunications carriers or cable TV companies.

Pursuant to Rule VI of D.98-10-058, SDG&E is filing three license agreements negotiated with ClearLinx Network Corporation (see Attachment A), which allows ClearLinx Network Corporation to attach their Wireless Antennas, Ancillary Equipment and wire facilities to SDG&E's Poles.

This filing will not create any deviations from SDG&E's tariffs, cause withdrawals of service from any present customers, or impose any more or less restrictive conditions.

PROTEST

Anyone may protest this advice letter to the California Public Utilities Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and received within 20 days of the date this advice letter was filed with the Commission. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Copies should also be sent via e-mail to the attention of both Jerry Royer (jrr@cpuc.ca.gov) and Honesto Gatchallian (jnj@cpuc.ca.gov) of the Energy Division. It is also requested that a copy of the protest be sent via electronic mail and facsimile to SDG&E on the same date it is mailed or delivered to the Commission (at the addresses shown below).

Attn: Todd Cahill
Regulatory Tariff Manager
8330 Century Park Court, Room 32C
San Diego, CA 92123-1548
Facsimile No. (858) 654-1788
E-Mail: Tcahill@SempraUtilities.com

EFFECTIVE DATE

SDG&E respectfully requests that this advice letter become effective on the 30th calendar day after the date filed, which is August 31, 2006.

NOTICE

A copy of this filing has been provided to the utilities and interested parties shown on the attached list, including interested parties in R.95-04-043 and I.95-04-044, either electronically or via the U.S. mail, properly stamped and addressed. Copies of this filing are also being provided to ClearLinx Network Corporation.

Address changes should be directed to Christina Sondrini by facsimile at (858) 654-1788 or by e-mail at csondrini@SempraUtilities.com.

J. STEVE RAHON
Director—Tariffs & Regulatory Accounts

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SAN DIEGO GAS & ELECTRIC**

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: Aurora Carrillo

Phone #: (858) 654-1542

E-mail: Acarrillo@semprautilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 1815-E

Subject of AL: Informational Advice Letter - Contract Information for Access to Support Structures Pursuant to Decision 98-10-058, Appendix A, Rule VI

Keywords (choose from CPUC listing): Compliance, Agreements

AL filing type: Monthly Quarterly Annual One-Time Other As Needed

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

D.98-10-058

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL N/A

Summarize differences between the AL and the prior withdrawn or rejected AL¹: N/A

Resolution Required? Yes No

Requested effective date: August 31, 2006 No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

**CPUC, Energy Division
Attention: Tariff Unit**

**505 Van Ness Ave.,
San Francisco, CA 94102**

jjr@cpuc.ca.gov and jjn@cpuc.ca.gov

**San Diego Gas & Electric
Attention: Todd Cahill**

**8330 Century Park Ct, Room 32C
San Diego, CA 92123**

tcahill@semprautilities.com

¹ Discuss in AL if more space is needed.

General Order No. 96-A, Sec. III. G.
ADVICE LETTER FILING MAILING LIST

cc: (w/enclosures)

Public Utilities Commission

DRA

D. Appling
S. Cauchois
J. Greig
R. Pocta
W. Scott

Energy Division

W. Franklin
S. Gallagher
H. Gatchalian
D. Lafrenz
J. Royer

CA. Energy Commission

F. DeLeon
R. Tavares

Alcantar & Kahl LLP

K. Harteloo

American Energy Institute

C. King

APS Energy Services

J. Schenk

BP Energy Company

J. Zaiontz

Barkovich & Yap, Inc.

B. Barkovich

Bartle Wells Associates

R. Schmidt

Braun & Blaising, P.C.

S. Blaising

California Energy Markets

S. O'Donnell
C. Sweet

California Farm Bureau Federation

K. Mills

California Wind Energy

N. Rader

Children's Hospital & Health Center

T. Jacoby

City of Chula Vista

M. Meacham
E. Hull

City of Poway

R. Willcox

City of San Diego

J. Cervantes
G. Lonergan
M. Valerio

Commerce Energy Group

V. Gan

Constellation New Energy

W. Chen

CP Kelco

A. Friedl

Davis Wright Tremaine, LLP

E. O'Neill
J. Pau

Dept. of General Services

C. Torres

Douglass & Liddell

D. Douglass
D. Liddell
G. Klatt

Duke Energy North America

M. Gillette

Dynegy, Inc.

J. Paul

Ellison Schneider & Harris LLP

E. Janssen

Energy Policy Initiatives Center (USD)

S. Anders

Energy Price Solutions

A. Scott

Energy Strategies, Inc.

K. Campbell

M. Scanlan

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg
J. Heather Patrick
J. Squeri

Goodrich Aerostructures Group

M. Harrington

Hanna and Morton LLP

N. Pedersen

Itsa-North America

L. Belew

J.B.S. Energy

J. Nahigian

Luce, Forward, Hamilton & Scripps LLP

J. Leslie

Manatt, Phelps & Phillips LLP

D. Huard

R. Keen

Matthew V. Brady & Associates

M. Brady

Modesto Irrigation District

C. Mayer

Morrison & Foerster LLP

P. Hanschen

MRW & Associates

D. Richardson

Pacific Gas & Electric Co.

J. Clark
M. Huffman
S. Lawrie
E. Lucha

Pacific Utility Audit, Inc.

E. Kelly

R. W. Beck, Inc.

C. Elder

San Diego Regional Energy Office

S. Freedman
J. Porter

School Project for Utility Rate Reduction

M. Rochman

Shute, Mihaly & Weinberger LLP

O. Armi

Solar Turbines

F. Chiang

Sutherland Asbill & Brennan LLP

K. McCrea

Southern California Edison Co.

M. Alexander
K. Cini
K. Gansecki

H. Romero

TransCanada

R. Hunter
D. White

TURN

M. Florio
M. Hawiger

UCAN

M. Shames

U.S. Dept. of the Navy

K. Davoodi
N. Furuta
J. Perez

Utility Specialists, Southwest, Inc.

D. Koser

Western Manufactured Housing

Communities Association

S. Dey

White & Case LLP

L. Cottle

Interested Parties:

R.95-04-043
I.95-04-044

San Diego Gas & Electric

ATTACHMENT A

ADVICE LETTER 1815-E

**License Agreement between SDG&E and
ClearLinx Network Corporation**

LICENSE AGREEMENT

(Pole Attachment – Ancillary Equipment)

THIS LICENSE AGREEMENT (the "Agreement") is made this 12th day of June, 2006 ("Effective Date") between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (hereinafter referred to as "Licensor") and ClearLinx Network Corporation (hereinafter referred to as "Licensee").

WHEREAS, Licensor is a utility company and has installed distribution poles and stubs (12kV or less) within its service territory for the distribution of electricity (hereinafter referred to as "pole"); and

WHEREAS, Licensee is a telecommunications company that desires to attach its ancillary equipment as defined by General Order No. 95, as promulgated by the California Public Utilities Commission ("CPUC") together with associated hardware such as brackets, RF Nodes, battery back-up boxes, disconnect switch, electric conduit, messenger cables and other appurtenances to Licensor's poles;

WHEREAS, Licensee has obtained a CPCN, or other appropriate certification, from the CPUC, prior to attaching anything to any pole under the terms of this Agreement; and

WHEREAS, Licensor acknowledges that Licensee has provided a copy of its CPCN, or other appropriate certification, from the CPUC;

NOW, THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 Scope of Agreement.

1.1 Use of Licensor's Poles. Licensee may attach ancillary equipment as defined by General Order No. 95, as promulgated by the California Public Utilities Commission ("CPUC") together with associated node equipment such as optical repeaters, brackets, RF Nodes, battery back-up boxes, disconnect switch, electric conduit, messenger cables and other appurtenances hereinafter, collectively referred to as the "Equipment") that Licensor gives Licensee prior written permission to attach to its poles pursuant to this Agreement. The Equipment shall be: (i) used in conjunction with communication antennas that emit and/or receive radio frequency signals for Licensee's wireless communications network; and (ii) located only on that portion of Licensor's pole expressly agreed to by Licensor.

1.2 Ancillary Access. Licensor hereby grants to Licensee a license to use its access rights, if any, for ingress and egress to and from each of the poles covered by this Agreement but only to the extent permissible under the applicable documents.

2.0 Term of Agreement. The term of this Agreement shall be twenty (20) years commencing on the Effective Date (hereinafter "Term"). However, this Agreement may be terminated earlier (i) in accordance with Section 21.0; or (ii) for any reason by Licensee in which case, upon 60 days notice by Licensee, this Agreement shall terminate immediately upon Licensee's notice to Licensor that all equipment covered by this Agreement has been removed.

Termination of this Agreement shall not release either party from any liability or obligation under the terms of this Agreement that accrued prior to its termination.

3.0 Pole Attachment Application. When Licensee desires to place Equipment upon any pole(s), Licensee shall submit a written application to Licensor in substantially the same form as Exhibit A, attached hereto and incorporated herein (the "Application"). The Application form may be changed by Licensor from time to time. If Licensor consents to Licensee attaching Equipment to a particular pole, then Licensor shall deliver one (1) copy of the approved Application signed by Licensor's Joint Facility Administrator or other authorized employee to Licensee (the "Approved Application"). Licensor shall notify Licensee of Licensor's consent or denial of Licensee's Application within forty (40) days of Licensee's submission of said Application to Licensor. If Licensor denies said Application, Licensor shall provide an explanation of the basis for such denial. To the extent that any provision or requirement in the Application is inconsistent with this Agreement, the rates, terms and conditions set forth in this Agreement shall supersede those in the Application.

In the event the Application involves more than 500 poles or the Application involves considerable complexity and requires more time than provided for in Section 3.0, Licensor shall notify Licensee that the timeframes in Section 3.0 may not apply and shall advise Licensee of its best estimate regarding a longer time period for response. Licensee may agree to the longer time period or incur the expense of outside contractors hired by Licensor to assist with processing Licensee's Application.

In the event, a pole selected by Licensee in its original Application cannot be utilized for Licensee's Equipment due to safety and/or engineering issues, Licensee may select and substitute an alternate pole within 30 days after notification by Licensor. Licensee's selection and substitution of an alternate pole relates back to the original date of Licensee's execution of the Application and supersedes the selection of the same pole by any other Company that may have executed an Application after the original date of Licensee's execution of the Application. Licensor's Pole Attachment Application is attached hereto as Exhibit A.

4.0 Installation and Inspection.

4.1 Pre-Installation Engineering. Licensee is responsible for the actual costs incurred by Licensor to evaluate safety and engineering issues related to Licensee's intended installation and construction plan to ensure compliance with General Order 95, Licensor's "Structural Licensing Process" and Licensor's "Construction Standards". Licensor will provide Licensee with its pre-installation engineering review and an invoice for performing this engineering review.

Licensor's Construction Standard is attached hereto as Exhibit B, with the understanding that Licensor may modify and change this standard as it deems necessary, at which time Licensor will so advise Licensee.

4.1.1 Mock-Ups. In the event Licensee elects to work with Licensor in performing mock-ups to modify its installation and construction plan or other related work. Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction. Licensee agrees to reimburse Licensor for the actual cost incurred for said additional service.

4.2 Licensor's Inspections. Upon receipt of an Approved Application and payment of the sums required in Section 5.0 of this Agreement, Licensee may install, replace, maintain and use that Equipment described in the Approved Application on the pole described in the Approved Application; provided, however, that before installing the Equipment, Licensee shall notify Licensor's Construction Department by telephoning 858._____, followed by an e-mail notification to _____ of the date and time Licensee intends to install the Equipment so that Licensor may, at its option and at the expense of Licensee, be present when the installation is performed. Licensee shall provide Licensor with no less than five (5) business days prior notice of its intent to install Equipment pursuant to an Approved Application. Alternatively, Licensor may elect to inspect the Equipment and pole after the Equipment has been installed in lieu of attending the construction. Licensor will perform construction inspections or final inspections, whichever the case may be, at Licensee's sole cost and expense.

After the initial inspection, Licensor may inspect each installation of Equipment and inspect the Equipment as often as conditions may warrant, in Licensor's sole and absolute discretion, at no charge to Licensee. Such inspection shall not relieve Licensee of its responsibility and obligation to maintain the Equipment in a good and workmanlike manner.

4.3 Additional Equipment. Licensee shall not place any additional Equipment or any other type of equipment upon any pole owned by Licensor or materially change the position of any Equipment attached to a pole without Licensor's prior written consent. Requests to place additional Equipment on a pole previously approved by Licensor for attachment shall require a separate Application prepared in accordance with the terms of this Agreement.

5.0 Fees.

5.1 Administration Fee. Licensee shall pay an annual administration fee equal to Four Hundred Dollars (\$400.00) (hereinafter referred to as the "Administration Fee") for up to 500 poles. For each additional 100 poles, this Administration Fee shall be increased by One Hundred Dollars (\$100.00). The Administration Fee shall be due upon execution of this Agreement and then annually thereafter on the anniversary date thereof.

5.2 Equipment Attachment Fee. There shall be an annual attachment fee in an amount equal to Forty Dollars (\$40.00) multiplied by the number of lineal feet of pole space used for the Equipment on each pole utilized by Licensee under the terms of this Agreement ("Equipment Attachment Fee"). Equipment installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Attachment Fee shall be paid at the time Licensee receives its Approved Application.

5.3 Additional Attachments. If Licensee desires to attach additional Equipment pursuant to Section 4.2 above, Licensee shall pay an amount equal to Twenty-five Dollars (\$25.00) for processing the additional Application. Licensee is responsible for all pre-engineering installation fees, mock ups and inspection fees related to the additional Application.

5.4 Payments Due. All amounts payable by Licensee under the terms of this Agreement shall be due and payable within thirty (30) calendar days after Licensor issues the invoice to Licensee. Licensee's failure to pay any sum when due shall constitute a default under the terms of this Agreement.

5.5 Adjustments to Fees. On each anniversary of the execution date of this Agreement, the Administration Fee and the Equipment Attachment Fee may be increased annually, in Licensor's sole discretion, in an amount proportionate to the percentage annual change to the most recent Consumer Price Index-All Urban Consumers (U.S., All Items) published by the U.S. Bureau of Labor Statistics.

6.0 Evidence of Attachment Authorization. Licensee shall retain a copy of all Approved Applications and Licensee shall provide proof of an Approved Application for any pole containing Equipment when requested by Licensor. Licensee shall provide proof of an Approved Application within ten (10) business days of a written request from Licensor. If Licensee cannot provide proof of an Approved Application with respect to a particular pole, Licensee shall pay to Licensor a one-time fee of Five Hundred Dollars (\$500.00) for each unauthorized and unapproved pole attachment within ten (10) business days after Licensor issues a written request. Licensee shall submit an application to Licensor in accordance with the terms of this Agreement within ten (10) business days after Licensor issues a written request, after which Licensor has the right to remove all unauthorized and unapproved pole attachments at Licensee's sole risk and expense.

7.0 Rearrangement of Equipment/Replacement of Pole.

7.1 Rearrangement/Replacement to Accommodate Equipment. As part of the Application process, if, in the sole reasonable judgment of Licensor, the Equipment requires rearranging existing facilities on a pole or the replacement of a pole to provide adequate pole space for the Equipment, Licensor shall notify Licensee. Licensee may request that Licensor design a "work around" to accommodate the Equipment in which case Licensee shall pay Licensor for the actual costs incurred by Licensor for designing the "work around" for each affected pole.

Licensor shall provide Licensee with a written scope of work and estimate of costs in a commercially reasonable timeframe prior to construction. If Licensee elects to proceed with Licensor's proposed design to accommodate the Equipment, Licensee shall pay the actual cost incurred by Licensor for the facility rearrangements and/or the pole replacement.

7.2 Rearrangement/Replacement to Accommodate Licensor. After installation of Licensee's Equipment, if, in Licensor's sole reasonable judgment, the Equipment on any pole interferes with or prevents Licensor from placing and/or replacing Licensor's own facilities, used to provide services authorized by the CPUC, Licensor shall notify Licensee in writing of the need for Licensee to rearrange its Equipment or the need to replace the pole in order to accommodate the Equipment and Licensor's facilities. Licensor's notice shall include: (i) request for Licensee to rearrange, remove or relocate its Equipment; or (ii) an estimate of the cost of changing out the pole or rearranging Licensor's facilities.

Licensee shall rearrange, remove or relocate its Equipment within ninety (90) days after Licensor issues a written notice, or such additional time as may be mutually agreed upon, after which Licensee shall pay Licensor the actual cost for Licensor to change out the pole(s) and/or rearrange Licensor's facilities or remove the Equipment as solely determined by Licensor. If Licensee does not desire to maintain its Equipment on the pole, then Licensee shall remove its Equipment within ninety (90) days after Licensor issues a written notice. If Licensee fails to remove its Equipment within the ninety (90) day period, Licensor may remove the Equipment at Licensee's sole risk and expense. If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's facilities or changing out the pole, Licensee shall be entitled to re-install its Equipment on another pole in accordance with the procedures set forth herein, except that the License Fee and the Attachment Fee set forth in Section 5.0 shall be waived by Licensor to the extent they were paid for the subject Equipment.

8.0 Installation of Equipment.

8.1 Installation. Licensee may install its Equipment on the pole specified in an Approved Application using licensed contractors and in accordance with Licensor's "Structural Licensing Process" and Licensor's "Construction Standards," which may be changed from time to time by Licensor. Licensee shall install and maintain its Equipment in a good and safe workmanlike condition and in a manner satisfactory to Licensor so as not to conflict or interfere with the use of the pole by Licensor or other users of the pole. Licensee shall install and

maintain the Equipment in accordance with all applicable laws, regulations and ordinances including, without limitation, General Order No. 95 as promulgated by the California Public Utilities Commission ("CPUC").

8.2 Safe Installation Procedures. Licensee shall require its employees and contractors working on or about any poles to inspect the poles as well as all cross arms and wires, and to ascertain that the same are safe to work with or upon before climbing the poles, attachments, cross arms or wires, and shall also charge such employees and contractors with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees and agents work to ascertain that the same are in a safe condition and repair.

8.3 Time of Installation. Licensee shall complete the installation of its Equipment within six (6) months of the final Application approval date. If Licensee fails to install its Equipment within this timeframe, the Licensee shall provide notice to Licensor thirty (30) days prior to the expiration of the six month period, and Licensee shall have the right to resubmit its Application for additional six-month periods. If the Approved Application is revoked, Licensee shall not place any Equipment upon the pole without first resubmitting an Application and receiving an Approved Application.

9.0 New Poles. Except as provided in Section 7, if Licensee notifies Licensor of its need for a new pole, Licensor shall have a commercially reasonable time (but not less than 30 days) to decide whether to erect the new pole, at Licensor's sole cost and expense. If Licensor does not elect to erect a new pole for Licensee's use, then Licensee may immediately proceed to erect a new pole in accordance with General Order 95. Licensee agrees to bear all risks, liabilities, and costs associated with the erection of the new pole, and to obtain all necessary approvals.

10.0 Retention of Pole Ownership Rights. Nothing in this Agreement shall impose any obligation upon Licensor to grant permission to use any of its poles and nothing herein shall restrict Licensee from negotiating with other pole owners for use of their poles.

11.0 No Obligation to Maintain in Existence. Nothing in this Agreement shall obligate Licensor to keep and maintain its poles for a period of time longer than the poles are convenient or necessary for Licensor's business.

12.0 Physical Supports.

12.1 Guys or Anchors. When necessary and as required by Licensor in the Approved Application, Licensee shall install guys or anchors, or both, to hold the strains of the Equipment.

12.2 Joint Anchor Use. When, in the opinion of Licensor, conditions require joint use of an anchor, Licensor shall construct and maintain a mutually acceptable anchor. If an existing anchor must be replaced by a joint use anchor, Licensee shall pay Licensor the actual cost of the anchor change out.

12.3 Strain Defined. The term "strain" shall mean the failure of a pole to maintain a static equilibrium.

13.0 Right to Maintain and Operate Existing Facilities. Licensor reserves to itself and to each existing owner of facilities upon the pole the right to maintain the pole and to operate their respective facilities in such manner to fulfill their own service requirements. Neither Licensor nor any other existing owner of facilities on a pole shall be liable to Licensee for any interruption(s) to Licensee's service or for any interference with the operation of the Equipment arising in any manner from their use of the pole and the attached facilities. Except for emergencies, Licensor agrees to notify Licensee in writing prior to Licensor beginning any major work on the subject pole (i.e., re-configuration, pole change outs, re-conductoring, 20 ABC Conversions).

14.0 Security Precautions. In interest of safety and security, Licensee agrees to:

(i) Provide identification badges for each employee, agent and/or contractor who will work on or about poles (hereinafter described as an "Authorized Employee"); and

(ii) Cause each Authorized Employee, to observe and to comply with all of Licensor's security rules and procedures which Licensor shall provide to Licensee in writing.

15.0 Injury, Damage, and Indemnification.

15.1 Liability for Injury or Damage. Licensee shall be solely responsible and liable for all injury, death, disease or damage to persons (including, but not limited to, members of the general public, or any Authorized Employee, and for damage or destruction of real or personal property to the extent that such injury or damage was caused by Licensee's negligence or intentional acts. All users of Licensor's poles are expected to exercise reasonable care with respect to other pole users' facilities.

15.2 Indemnification. Licensee agrees to indemnify and hold Licensor, its officers, employees, agents, affiliates and/or other Licensees harmless from and against any and all demands, claims, suits, costs of defense, attorneys' fees (both in-house and outside counsel), witness fees, including expert witness fees, liability, loss, costs, obligations or other expenses for damage to property or for injury, disease to or death of any persons in any manner arising directly from (a) Licensee's use, presence on or occupation of Licensor's pole(s); (b) any act or omission of Licensee, its employees, agents or those of its contractors, subcontractors or independent contractors. The foregoing indemnification shall not extend to damage, death or injury arising out of the negligent or intentional acts of Licensor.

15.3 Defense of Claims. Upon receipt of written request, Licensee shall, pursuant to this indemnification Section, defend at its expense any claims, suit, or action brought against Licensor, against which Licensee has an obligation to defend Licensor under Section 15.2 above. Licensor shall, at its option and expense, have the right to participate in such defense, without

relieving the other party of any of its obligations hereunder. In any claim, suit, or action in which Licensee has agreed, in writing, that Licensee is obligated to indemnify Licensor, Licensor will not settle the claim, suit or action without prior written consent of Licensee (such consent not to be unreasonably withheld).

16.0 Necessary Authorizations and Title.

16.1 Easements and Permissions. Unless otherwise agreed to in writing, Licensee shall be solely responsible for obtaining any necessary easements, rights-of-way privileges, approvals or permission from the owner of the real property upon which poles exist, and from any applicable federal, state, local or municipal governmental authority, for the installation and maintenance of its Equipment (including all cable, anchors and other attachments) and any erection of its poles.

16.2 Limitations to Licensor Property. Nothing in this Agreement shall be construed to confer any permit, license, or grant to use the property of any persons other than the written revocable license to use Licensor's poles, provided that this Agreement and the licenses conferred hereunder shall not be revoked except pursuant to the terms of Section 21.0 below ("Default of Licensee") or terminated by the terms of Section 2.0 above ("Term of Agreement").

16.3 Legal Prohibition of Use. Upon receipt of written notice from Licensor to Licensee that the use by Licensee of any pole or poles of Licensor is forbidden by federal, state or municipal authorities, permission to attach to such pole or poles shall immediately terminate and Licensee shall immediately remove its Equipment. If Licensee desires to appeal the prohibition from the appropriate authority, Licensee shall notify Licensor and the prohibiting authority within 10 days of receipt of Licensor's written notice. Licensee shall obtain approval from the prohibiting authority to maintain its Equipment until the appeal process is completed.

16.4 Licensee's Equipment Operation Authorizations. Upon written request by Licensor, Licensee shall provide Licensor with a copy of any and all required federal, state or municipal permits authorizing Licensee's operation of its system.

16.5 Relocation Cost Reimbursement. If the Licensor is required to relocate any pole on which Licensee's Equipment is located, Licensee agrees to pay Licensor any and all costs and/or expenses (including court costs and reasonable attorney fees) that are incurred by Licensor in relocating any Licensor pole from any existing easement, if such pole relocation costs would not have been incurred by Licensor except for the presence of Licensee's Equipment. Prior to any relocation of such pole, Licensor shall provide Licensee an explanation of the need for such relocation.

16.6 No Grant of Ownership. No use of any pole under this Agreement shall create any ownership, interest or property right in favor of Licensee.

17.0 Licensee's Option to Remove Equipment. Licensee may, at any time, remove all or part of its Equipment from any pole; provided, however, Licensee shall immediately give

Licensor written notice of the removal. Removal of all Equipment from any pole shall constitute a termination of Licensee's right to use equipment on that pole. The termination of an individual Approved Application shall have no effect on the effectiveness of this Agreement.

18.0 Contractual Relationship Only. Nothing in this Agreement shall create any special relationship between Licensor and Licensee, such as an agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to the words and marks "SDG&E", "SAN DIEGO GAS & ELECTRIC", "SEMPRA UTILITIES" or "A SEMPra UTILITY" or any other words and marks owned by or used by Licensor in identifying itself or by others in referring to it.

19.0 Damage to Facilities; Interference.

19.1 Licensee's Damage to Facilities. Licensee shall use its best efforts to avoid causing damage to Licensor's pole and the facilities of Licensor and third parties using the pole. Licensee shall be responsible for any and all loss from damage to the pole and/or facilities caused by Licensee. Licensee shall immediately notify Licensor of the occurrence of any damage and shall, upon demand, reimburse the owner for all reasonable costs incurred in repairing any damage.

19.2 Licensor's Damage to Facilities/Equipment. Licensor shall use commercially reasonable efforts to avoid damaging and/or causing interference with the Equipment and shall immediately notify Licensee of the occurrence of any such damage and/or interference caused by its employees, agents or contractors.

20.0 Insurance. Insurance requirements set forth below do not limit the amount or scope of liability of Licensee under this Agreement. All insurance required of Licensee under this Agreement shall meet the following minimum requirements:

On or before the effective date of this Agreement, and thereafter during its Term, Licensee shall provide Licensor with certificates of insurance as evidence of all insurance policies required under this Section. No insurance policy may be canceled, materially revised, or not renewed without at least thirty (30) days prior written notice to Licensor. Insurance must be maintained without lapse in coverage during the Term of this Agreement.

The required policies shall provide that the coverage is primary for all purposes and Licensee will not seek any contribution from any insurance or self-insurance maintained by Licensor.

All required policies of insurance must be written by companies having an A. M. Best rating of "A-VII" or better, or equivalent.

Licensee shall be solely responsible for any deductible or self-insured retention on insurance required hereunder.

(a) Worker's Compensation Insurance in accordance with statutory requirements and limits, including U.S. Longshoremen & Harbor Worker's Compensation Act coverage, where applicable; and

(b) Commercial General Liability Insurance, including contractual liability assumed by Licensee under this Agreement, with limits of not less than \$2,500,000 for bodily injury and property damage combined or such other reasonable level as Licensor may from time to time require upon giving notice to Licensee.

(c) Automobile Liability Insurance with limits of not less than \$1,000,000.

The insurance described in (b) above shall name Licensor as an additional insured, shall contain a severability of interest or cross liability clause, and shall be primary for all purposes.

Certificates of insurance evidencing the coverage's in (a) and (b) above shall be filed with and approved by Licensor prior to the installation of any Equipment and upon policy renewal thereafter.

Licensee agrees that no work done for it by an independent contractor shall be done by any person, firm, or corporation, without requiring insurance from said independent contractor as required of Licensee in this Section and that Licensor shall be included in the various insurance policies required therein as an additional insured as specified in that Section.

21.0 Default of Licensee. If Licensee defaults in any of its material obligations under this Agreement and fails to cure or remedy any default within thirty (30) days following receipt of written notice from Licensor of such default, Licensor may revoke this Agreement or terminate any and all Approved Applications and Licensee shall, at Licensor's option, either cure any default or remove its Equipment from the poles to which the terminated Approved Application applies within ninety (90) days from receipt of written notice. The obligations of Licensee hereunder shall survive the termination of this Agreement; however, upon failure of Licensee to remove its Equipment within said ninety (90) days, Licensor may remove the Equipment and all costs associated with Licensor's removal shall be paid by Licensee, together with any reasonable storage costs.

22.0 Default of Equipment Removal Obligation. In addition to any other rights of Licensor hereunder or at law or in equity, if Licensee fails to remove its Equipment from any pole within the time allowed for such removal or if Licensee fails to perform any work which it is obligated to do under this Agreement, Licensor may elect to remove and store Licensee's Equipment (if Licensee was provided written notice and a reasonable amount of time to remove its Equipment), or do such work, at Licensee's sole risk with respect to Licensee's Equipment breakage upon removal, and Licensee, on demand, will reimburse Licensor for all expenses incurred by Licensor.

23.0 No Waiver Of Legal Rights. The parties agree that, by entering into this Agreement, the parties are not waiving any rights or obligations that exist or may arise in

conjunction with CPUC rulings, regulations, orders, or related legislative or legal adjudications that pertain to the use of distribution poles in California. To the extent that any provision of this contract is found to be in violation of, or contrary to state or federal law, or an order of the CPUC, it shall be deemed null and void, and all remaining provisions shall remain in full force and effect.

24.0 MISCELLANEOUS TERMS AND CONDITIONS.

24.1 Laws of the State of California. This Agreement shall be governed and construed by and in accordance with the laws of the State of California without reference to its conflicts of law principles.

24.2 No Waiver; Severability. The failure of Licensor or Licensee to enforce any provision of this Agreement or the waiver thereof in any instance including, but not limited to, the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

24.3 Nonexclusive Attachment Rights. Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by Licensor to others not parties to this Agreement to use any poles covered by this Agreement; and Licensor shall have the right to confer, continue or extend such rights or privileges, provided that such additional conferrals or extensions do not materially diminish Licensee's beneficial enjoyment, for its then existing Equipment only, of this Agreement.

24.4 Transfer and Assignment. Licensee may assign, sell or transfer its interest under this Agreement without the approval or consent of Licensor to Licensee's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business reorganization; provided that Licensee gives written notice to Licensor of any such assignment, sale, merger or transfer pursuant to Section 24.7 below. Excepting the foregoing only, Licensee may not assign its rights under this Agreement without the prior written consent of Licensor.. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

24.4.1 Liens. Licensor acknowledges that Licensee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of the Licensee Equipment (the "Collateral") with third party financing entities. In connection therewith, Licensor: (i) consents to the installation of the Collateral subject to the provisions of this Agreement; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, except as otherwise provided in this Agreement; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due.

24.5 Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on Licensor's poles and if such tax is assessed upon Licensor, Licensee, on demand, will reimburse Licensor in the amount of the tax paid by Licensor.

24.6 Revocation of Agreement under G.O. No. 69-C. In addition to and separate from any other provision of this Agreement providing for revocation or termination by Licensor, the provisions of this Agreement are conditional upon the right of Licensor to revoke this Agreement whenever in the interest of its service to its patrons or consumers in the conduct of its regulated electrical or gas utility business it shall appear necessary or desirable to do so, as provided by General Order No. 69-C promulgated by the CPUC. A copy of General Order 69-C is attached hereto and incorporated by reference herein.

24.7 Notices. All notices to be given under this Agreement shall be in writing and either:

- sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier; or
- by telecopy or similar means, if a copy of the notice is also sent by United States Mail, in which case notice shall be deemed delivered on transmittal by telecopier, facsimile or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices, as follows:

Notices to Licensee shall be addressed as follows:

ClearLinx Network Corporation
Attention: Mr. Terry Ray
1901 Meyers Road, Suite 190
Oakbrook Terrace, IL 60181
Fax: (630) 932-2907

With a copy to:

Sachnoff & Weaver
Attention: Mr. George Vinyard
10 South Wacker Drive
Chicago, IL 60606-7507
Fax: (312) 207-6400

Notices to Licensor shall be addressed as follows:

San Diego Gas & Electric Company
Attention: Electric Distribution Management Manager
8316 Century Park Court – CP51
San Diego, California 92123
Fax: 858.654.0321

24.8 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by both parties. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent.

24.9 Headings. The caption and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

24.10 Corporate Authority. Each of the individuals signing this Agreement for their respective company ("Company Representatives") represents and warrants that, with respect to the company for which he or she is executing this Agreement: a) he or she has the full power and authority, and the legal right, to execute this Agreement on behalf their respective company referenced in this Agreement; b) the company in executing this Agreement has taken all actions necessary to enter into and be bound by this Agreement; c) the company has the full power, authority, and the legal right to execute, deliver, perform, and observe its obligations hereunder; d) the company has taken all necessary actions to authorize the individual signing on the company's behalf to do so; e) the company will not cause a breach or violation of any other agreement, law or court order by entering into this Agreement; and f) the company is a duly organized and valid entity in good standing authorized to conduct business in the State of California.

24.11 Resort to Mediation Prior to Litigation. Before pursuing formal litigation of any kind (including, without limitation, before state, federal or municipal court or before the CPUC), the parties shall attempt promptly, and in good faith, to resolve any dispute arising out of or relating to this Agreement, by providing written notice of the dispute and requesting negotiations between a company officer of Licensor (or other designee of Licensor) and Licensee who is authorized to resolve the dispute. Within twenty (20) days after providing written notice of the dispute, the company officers (or such designees) shall meet at a mutually acceptable time and place, and thereafter as often as they deem reasonably necessary to attempt to resolve the dispute. If the dispute has not been resolved within thirty (30) days of the first meeting of such company

officers (or such designees), either party may initiate non-binding mediation of such dispute in accordance with the Commercial Mediation Rules of the American Arbitration Association.

All information disclosed during negotiations and any subsequent dispute resolution process conducted pursuant to this subsection shall be confidential, and shall be treated as compromise and settlement negotiations, pursuant to Section 1119 of the California Evidence Code.

Each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of, or relating to, this Agreement.

24.12 Attorney's Fees for Litigation. If, after exhausting the process set forth in Section 24.11 above, either party files any action against the other party to this Agreement, or brings any proceeding against the other party to this Agreement, arising from, or related to, this Agreement, the prevailing party shall be entitled to recover from the other party, as an element of its costs of suit and not as damages, reasonable attorneys' fees (both in-house and outside attorney fees), costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the Party to the action or proceeding that obtains a favorable, final judgment on a cause of action.

24.13 Counterpart Execution. This Agreement may be executed by the parties hereto in any number of counterparts (and by each of the parties hereto on separate counterparts), each of which when so executed and delivered (which execution and delivery may be evidenced by facsimile or by other electronic means thereof) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

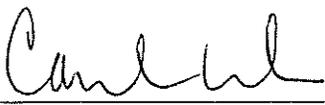
IN WITNESS WHEREOF, the parties have read this Agreement, understand it and agree to be bound by its terms as of the date first written above.

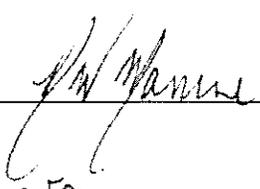
Licensor:

Licensee:

SAN DIEGO GAS & ELECTRIC
COMPANY,
a California corporation

CLEARLIX NETWORK CORPORATION
a Delaware corporation

By: 
Director,
Electric Transmission,
Title: + Distribution Planning

By: 
Title: CEO

Date: 6/12/06

Date: 6/12/06



**EXHIBIT A
POLE ATTACHMENT APPLICATION**

APPLICATION FOR:

- ADD ATTACHMENT
- REMOVE ATTACHMENT
- ALTER EXISTING ATTACHMENT

REQUESTED BY (LICENSEE):

Company _____
 Mailing Address _____

 City _____ State _____ Zip _____
 Phone _____
 Company Code (ID Tag) _____

MAIL TO: San Diego Gas & Electric Company
 Attn: Distribution Asset Management
 8316 Century Park Court
 Suite CP51D
 San Diego, CA 92123-1582

INFORMATION

APPLICATION NUMBER _____
 (Licensee)

DPSS NO. _____
 (SDG&E)

FACILITY USE:

CAIV _____ Telephone _____
 Telecom Other _____

TYPE OF ATTACHMENT: _____ DIA. _____ LBS. _____
 TENSION _____

- Fiber Optic Cable _____
- Coaxial Cable _____
- Twisted Pair Copper _____
- Equipment _____ Over-lashing Yes No
- Wireless Antenna _____
- Ancillary Equipment _____

POLE INFORMATION:

- Distribution Poles
- Transmission Poles
 - Poles in Franchise Position
 - Poles on Private Property (Right-of-Way)

LICENSEE AGREES TO COMPLY WITH TERMS AND CONDITIONS OF THE ORIGINAL LICENSE AGREEMENT AND THE FOLLOWING APPLICATION REQUIREMENTS:

- Limit the number of Poles applied for per application to 50 or less.
- Billing will commence upon Licensor's date of Application approval. See "Permission for Pole Attachment" below.
- Written notification of Pole attachment cancellations will be accepted up to 60 days from the Licensor's date of Application approval. After 60 days, an Application to Remove Attachment must be submitted for any cancellations.
- There will be no reimbursement for Pole attachments cancelled beyond 60 days from the Licensor's date of Application approval.
- Construction must start within 90 days if no specific date is assigned in writing with returned approved Application.
- Feasibility review fees and engineering review fees where applicable are due and payable before final attachment approvals.
- Do not attach to Power Anchor.**

In accordance with the terms of the License Agreement dated _____, 20____, covering the use of your Poles located within the County of _____, State of California, we hereby request permission to attach, remove or alter certain equipment on certain Poles, all as more particularly described and delineated on the Pole list on the reverse side of this form and the attached layout map. This Application is for _____ poles. When approved by you, the Licensee's Equipment covered by this Application shall be a separate license incorporating by reference all of the terms and conditions of the License Agreement, including the terms below in the Permission for Pole Attachment section.

This application is provided for informational purposes only. It is not intended to constitute an offer of service. The actual service to be provided will be determined by the Licensee's equipment and the Licensee's equipment must be installed in accordance with applicable laws and regulations. The Licensee is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The Licensee is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The Licensee is responsible for obtaining all necessary permits and approvals from the appropriate authorities.

DATED _____, 20____

LICENSEE SIGNATURE _____
 TITLE _____

APPLICATION ROUTING FOR ATTACHMENT REVIEW:

Application forwarded to: _____ Date: _____ SDG&E Re-Arrangement Work Required: _____
 YES (See Reverse) No

Assigned to: _____ Date: _____

Attachment Review Approval: _____ Date: _____

Routing completed by: _____ (Forward to Distribution Asset Management, CP-51D for final application approval)

PERMISSION FOR POLE ATTACHMENT

Permission is hereby granted to Licensee to attach the Licensee's Equipment to the Poles on this Application to _____ (Licensee's name) for the purpose of _____ (Licensee's purpose) on the License Agreement. Licensee's equipment must be installed in accordance with applicable laws and regulations. Licensee is responsible for obtaining all necessary permits and approvals from the appropriate authorities. Licensee is responsible for obtaining all necessary permits and approvals from the appropriate authorities. Licensee is responsible for obtaining all necessary permits and approvals from the appropriate authorities.

Approved by: _____ Date: _____
 YES NO

Approved by: _____ Date: _____

Approved by: _____ Date: _____

POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction Engineering Contact: _____

Application No. _____

Phone No.: _____

DPSS No. _____

Includes: Work Ready Form, Drawing

Thomas Brothers _____

DFIS Map# _____

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|--------------------|-----------------|--------------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
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EXHIBIT B

(Licensor's Construction Standard)

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|--------------------|-----------------|--------------------------------|
| 26 | | | |
| 27 | | | |
| 28 | | | |
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LICENSE AGREEMENT

(Pole Attachment – Wireless Antenna)

THIS LICENSE AGREEMENT (the "Agreement") is made this 12th day of June, 2006 ("Effective Date") between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (hereinafter referred to as "Licensor") and ClearLinx Network Corporation (hereinafter referred to as "Licensee").

WHEREAS, Licensor is a utility company and has installed distribution poles and stubs (12kV or less) within its service territory for the distribution of electricity (hereinafter referred to as "pole"); and

WHEREAS, Licensee is a telecommunications company and/or wireless carrier that desires to attach its ancillary equipment as defined by General Order No. 95, as promulgated by the California Public Utilities Commission ("CPUC") together with associated hardware such as brackets, RF Nodes, battery back-up boxes, disconnect switch, electric conduit, messenger cables and other appurtenances to Licensor's poles;

WHEREAS, Licensee has obtained a CPCN, or other appropriate certification, from the CPUC, prior to attaching anything to any pole under the terms of this Agreement; and

WHEREAS, Licensor acknowledges that Licensee has provided a copy of its CPCN, or other appropriate certification, from the CPUC;

NOW, THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 Scope of Agreement.

1.1 Use of Licensor's Poles. Licensee may attach wireless antennas, together with their associated elements (e.g. associated cables, messengers and pole line hardware) and supporting elements (e.g. cross arms, brackets) excluding ancillary equipment which is subject to its own license agreement. (hereinafter, collectively referred to as the "Equipment") that Licensor gives Licensee prior written permission to attach to its poles pursuant to this Agreement. The Equipment shall be: (i) used for emitting and/or receiving radio frequency signals for Licensee's wireless communications network; and (ii) located only on that portion of Licensor's pole expressly agreed to by Licensor.

1.2 Ancillary Access. Licensor hereby grants to Licensee a license to use its access rights, if any, for ingress and egress to and from each of the poles covered by this Agreement but only to the extent permissible under the applicable documents.

2.0 Term of Agreement. The term of this Agreement shall be twenty (20) years commencing on the Effective Date (hereinafter "Term"). However, this Agreement may be terminated earlier by (i) in accordance with Section 21.0; or (ii) for any reason by Licensee in which case, upon 60 days notice by Licensee, this Agreement shall terminate immediately upon Licensee's notice to Licensor that all equipment covered by this Agreement has been removed.

Termination of this Agreement shall not release either party from any liability or obligation under the terms of this Agreement that accrued prior to its termination.

3.0 Pole Attachment Application. When Licensee desires to place Equipment upon any pole(s), Licensee shall submit a written application to Licensor in substantially the same form as Exhibit A, attached hereto and incorporated herein (the "Application"). The Application form may be changed by Licensor from time to time. If Licensor consents to Licensee attaching Equipment to a particular pole, then Licensor shall deliver one (1) copy of the approved Application signed by Licensor's Joint Facility Administrator or other authorized employee to Licensee (the "Approved Application"). Licensor shall notify Licensee of Licensor's consent or denial of Licensee's Application within forty (40) days of Licensee's submission of said Application to Licensor. If Licensor denies said Application, Licensor shall provide an explanation of the basis for such denial. To the extent that any provision or requirement in the Application is inconsistent with this Agreement, the rates, terms and conditions set forth in this Agreement shall supersede those in the Application.

In the event the Application involves more than 500 poles or the Application involves considerable complexity and requires more time than provided for in Section 3.0, Licensor shall notify Licensee that the timeframes in Section 3.0 may not apply and shall advise Licensee of its best estimate regarding a longer time period for response. Licensee may agree to the longer time period or incur the expense of outside contractors hired by Licensor to assist with processing Licensee's Application.

In the event, a pole selected by Licensee in its original Application cannot be utilized for Licensee's Equipment due to safety and/or engineering issues, Licensee may select and substitute an alternate pole within 30 days after notification by Licensor. Licensee's selection and substitution of an alternate pole relates back to the original date of Licensee's execution of the Application and supersedes the selection of the same pole by any other Company that may have executed an Application after the original date of Licensee's execution of the Application. Licensor's Pole Attachment Application is attached hereto as Exhibit A.

4.0 Installation and Inspection.

4.1 Pre-Installation Engineering. Licensee is responsible for the actual costs incurred by Licensor to evaluate safety and engineering issues related to Licensee's intended installation and construction plan to ensure compliance with General Order 95, Licensor's "Structural Licensing Process" and Licensor's "Construction Standards". Licensor will provide Licensee with its pre-installation engineering review and an invoice for performing this engineering review.

Licensors Construction Standard is attached hereto as Exhibit B, with the understanding that Licensor may modify and change this standard as it deems necessary, at which time Licensor will so advise Licensee.

4.1.1 Mock-Ups. In the event Licensee elects to work with Licensor in performing mock-ups to modify its installation and construction plan or other related work, Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction. Licensee agrees to reimburse Licensor for the actual cost incurred for said additional service.

4.2 Licensors Inspections. Upon receipt of an Approved Application and payment of the sums required in Section 5.0 of this Agreement, Licensee may install, replace, maintain and use that Equipment described in the Approved Application on the pole described in the Approved Application; provided, however, that before installing the Equipment, Licensee shall notify Licensor's Construction Department by telephoning 858._____, followed by an e-mail notification to _____ of the date and time Licensee intends to install the Equipment so that Licensor may, at its option and at the expense of Licensee, be present when the installation is performed. Licensee shall provide Licensor with no less than five (5) business days prior notice of its intent to install Equipment pursuant to an Approved Application. Alternatively, Licensor may elect to inspect the Equipment and pole after the Equipment has been installed in lieu of attending the construction. Licensor will perform construction inspections or final inspections, whichever the case may be, at Licensee's sole cost and expense.

After the initial inspection, Licensor may inspect each installation of Equipment and inspect the Equipment as often as conditions may warrant, in Licensor's sole and absolute discretion, at no charge to Licensee. Such inspection shall not relieve Licensee of its responsibility and obligation to maintain the Equipment in a good and workmanlike manner.

4.3 Additional Equipment. Licensee shall not place any additional Equipment or any other type of equipment upon any pole owned by Licensor or materially change the position of any Equipment attached to a pole without Licensor's prior written consent. Requests to place additional Equipment on a pole previously approved by Licensor for attachment shall require a separate Application prepared in accordance with the terms of this Agreement.

5.0 Fees.

5.1 Administration Fee. Licensee shall pay an annual administration fee equal to Four Hundred Dollars (\$400.00) (hereinafter referred to as the "Administration Fee") for up to 500 poles. For each additional 100 poles, this Administration Fee shall be increased by One Hundred Dollars (\$100.00). The Administration Fee shall be due upon execution of this Agreement and then annually thereafter on the anniversary date thereof.

5.2 Equipment Attachment Fee. There shall be an annual attachment fee in an amount equal to Forty Dollars (\$40.00) multiplied by the number of lineal feet of pole space used for the Equipment on each pole utilized by Licensee under the terms of this Agreement ("Equipment Attachment Fee"). Equipment installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Attachment Fee shall be paid at the time Licensee receives its Approved Application.

5.3 Additional Attachments. If Licensee desires to attach additional Equipment pursuant to Section 4.2 above, Licensee shall pay an amount equal to Twenty-five Dollars (\$25.00) for processing the additional Application. Licensee is responsible for all pre-engineering installation fees, mock ups and inspection fees related to the additional Application.

5.4 Payments Due. All amounts payable by Licensee under the terms of this Agreement shall be due and payable within thirty (30) calendar days after Licensor issues the invoice to Licensee. Licensee's failure to pay any sum when due shall constitute a default under the terms of this Agreement.

5.5 Adjustments to Fees. On each anniversary of the execution date of this Agreement, the Administration Fee and the Equipment Attachment Fee may be increased annually, in Licensor's sole discretion, in an amount proportionate to the percentage annual change to the most recent Consumer Price Index-All Urban Consumers (U.S., All Items) published by the U.S. Bureau of Labor Statistics.

6.0 Evidence of Attachment Authorization. Licensee shall retain a copy of all Approved Applications and Licensee shall provide proof of an Approved Application for any pole containing Equipment when requested by Licensor. Licensee shall provide proof of an Approved Application within ten (10) business days of a written request from Licensor. If Licensee cannot provide proof of an Approved Application with respect to a particular pole, Licensee shall pay to Licensor a one-time fee of Five Hundred Dollars (\$500.00) for each unauthorized and unapproved pole attachment within ten (10) business days after Licensor issues a written request. Licensee shall submit an application to Licensor in accordance with the terms of this Agreement within ten (10) business days after Licensor issues a written request, after which Licensor has the right to remove all unauthorized and unapproved pole attachments at Licensee's sole risk and expense.

7.0 Rearrangement of Equipment/Replacement of Pole.

7.1 Rearrangement/Replacement to Accommodate Equipment. As part of the Application process, if, in the sole reasonable judgment of Licensor, the Equipment requires rearranging existing facilities on a pole or the replacement of a pole to provide adequate pole space for the Equipment, Licensor shall notify Licensee. Licensee may request that Licensor design a "work around" to accommodate the Equipment in which case Licensee shall pay Licensor for the actual costs incurred by Licensor for designing the "work around" for each affected pole.

Licensor shall provide Licensee with a written scope of work and estimate of costs in a commercially reasonable timeframe prior to construction. If Licensee elects to proceed with Licensor's proposed design to accommodate the Equipment, Licensee shall pay the actual cost incurred by Licensor for the facility rearrangements and/or the pole replacement.

7.2 Rearrangement/Replacement to Accommodate Licensor. After installation of Licensee's Equipment, if, in Licensor's sole reasonable judgment, the Equipment on any pole interferes with or prevents Licensor from placing and/or replacing Licensor's own facilities, used to provide services authorized by the CPUC, Licensor shall notify Licensee in writing of the need for Licensee to rearrange its Equipment or the need to replace the pole in order to accommodate the Equipment and Licensor's facilities. Licensor's notice shall include: (i) request for Licensee to rearrange, remove or relocate its Equipment; or (ii) an estimate of the cost of changing out the pole or rearranging Licensor's facilities.

Licensee shall rearrange, remove or relocate its Equipment within ninety (90) days after Licensor issues a written notice, or such additional time as may be mutually agreed upon, after which Licensee shall pay Licensor the actual cost for Licensor to change out the pole(s) and/or rearrange Licensor's facilities or remove the Equipment as solely determined by Licensor. If Licensee does not desire to maintain its Equipment on the pole, then Licensee shall remove its Equipment within ninety (90) days after Licensor issues a written notice. If Licensee fails to remove its Equipment within the ninety (90) day period, Licensor may remove the Equipment at Licensee's sole risk and expense. If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's facilities or changing out the pole, Licensee shall be entitled to re-install its Equipment on another pole in accordance with the procedures set forth herein, except that the License Fee and the Attachment Fee set forth in Section 5.0 shall be waived by Licensor to the extent they were paid for the subject Equipment.

8.0 Installation of Equipment.

8.1 Installation. Licensee may install its Equipment on the pole specified in an Approved Application using licensed contractors and in accordance with Licensor's "Structural Licensing Process" and Licensor's "Construction Standards," which may be changed from time to time by Licensor. Licensee shall install and maintain its Equipment in a good and safe workmanlike condition and in a manner satisfactory to Licensor so as not to conflict or interfere with the use of the pole by Licensor or other users of the pole. Licensee shall install and

maintain the Equipment in accordance with all applicable laws, regulations and ordinances including, without limitation, General Order No. 95 as promulgated by the California Public Utilities Commission ("CPUC").

8.2 Safe Installation Procedures. Licensee shall require its employees and contractors working on or about any poles to inspect the poles as well as all cross arms and wires, and to ascertain that the same are safe to work with or upon before climbing the poles, attachments, cross arms or wires, and shall also charge such employees and contractors with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees and agents work to ascertain that the same are in a safe condition and repair.

8.3 Time of Installation. Licensee shall complete the installation of its Equipment within six (6) months of the final Application approval date. If Licensee fails to install its Equipment within this timeframe, the Licensee shall provide notice to Licensor thirty (30) days prior to the expiration of the six month period, and Licensee shall have the right to resubmit its Application for additional six-month periods. If the Approved Application is revoked, Licensee shall not place any Equipment upon the pole without first resubmitting an Application and receiving an Approved Application.

9.0 New Poles. Except as provided in Section 7, if Licensee notifies Licensor of its need for a new pole, Licensor shall have a commercially reasonable time (but not less than 30 days) to decide whether to erect the new pole, at Licensor's sole cost and expense. If Licensor does not elect to erect a new pole for Licensee's use, then Licensee may immediately proceed to erect a new pole in accordance with General Order 95. Licensee agrees to bear all risks, liabilities, and costs associated with the erection of the new pole, and to obtain all necessary approvals.

10.0 Retention of Pole Ownership Rights. Nothing in this Agreement shall impose any obligation upon Licensor to grant permission to use any of its poles and nothing herein shall restrict Licensee from negotiating with other pole owners for use of their poles.

11.0 No Obligation to Maintain in Existence. Nothing in this Agreement shall obligate Licensor to keep and maintain its poles for a period of time longer than the poles are convenient or necessary for Licensor's business.

12.0 Physical Supports.

12.1 Guys or Anchors. When necessary and as required by Licensor in the Approved Application, Licensee shall install guys or anchors, or both, to hold the strains of the Equipment.

12.2 Joint Anchor Use. When, in the opinion of Licensor, conditions require joint use of an anchor, Licensor shall construct and maintain a mutually acceptable anchor. If an existing anchor must be replaced by a joint use anchor, Licensee shall pay Licensor the actual cost of the anchor change out.

12.3 Strain Defined. The term "strain" shall mean the failure of a pole to maintain a static equilibrium.

13.0 Right to Maintain and Operate Existing Facilities. Licensor reserves to itself and to each existing owner of facilities upon the pole the right to maintain the pole and to operate their respective facilities in such manner to fulfill their own service requirements. Neither Licensor nor any other existing owner of facilities on a pole shall be liable to Licensee for any interruption(s) to Licensee's service or for any interference with the operation of the Equipment arising in any manner from their use of the pole and the attached facilities. Except for emergencies, Licensor agrees to notify Licensee in writing prior to Licensor beginning any major work on the subject pole (i.e., re-configuration, pole change outs, re-conductoring, 20 ABC Conversions).

14.0 Security Precautions. In interest of safety and security, Licensee agrees to:

(i) Provide identification badges for each employee, agent and/or contractor who will work on or about poles (hereinafter described as an "Authorized Employee"); and

(ii) Cause each Authorized Employee, to observe and to comply with all of Licensor's security rules and procedures which Licensor shall provide to Licensee in writing.

15.0 Injury, Damage, and Indemnification.

15.1 Liability for Injury or Damage. Licensee shall be solely responsible and liable for all injury, death, disease or damage to persons (including, but not limited to, members of the general public, or any Authorized Employee, and for damage or destruction of real or personal property to the extent that such injury or damage was caused by Licensee's negligence or intentional acts. All users of Licensor's poles are expected to exercise reasonable care with respect to other pole users' facilities.

15.2 Indemnification. Licensee agrees to indemnify and hold Licensor, its officers, employees, agents, affiliates and/or other Licensees harmless from and against any and all demands, claims, suits, costs of defense, attorneys' fees (both in-house and outside counsel), witness fees, including expert witness fees, liability, loss, costs, obligations or other expenses for damage to property or for injury, disease to or death of any persons in any manner arising directly from (a) Licensee's use, presence on or occupation of Licensor's pole(s); (b) any act or omission of Licensee, its employees, agents or those of its contractors, subcontractors or independent contractors. The foregoing indemnification shall not extend to damage, death or injury arising out of the negligent or intentional acts of Licensor.

15.3 Defense of Claims. Upon receipt of written request, Licensee shall, pursuant to this indemnification Section, defend at its expense any claims, suit, or action brought against Licensor, against which Licensee has an obligation to defend Licensor under Section 15.2 above. Licensor shall, at its option and expense, have the right to participate in such defense, without relieving the other party of any of its obligations hereunder. In any claim, suit, or action in which Licensee has agreed, in writing, that Licensee is obligated to indemnify Licensor, Licensor will not settle the claim, suit or action without prior written consent of Licensee (such consent not to be unreasonably withheld).

16.0 Necessary Authorizations and Title.

16.1 Easements and Permissions. Unless otherwise agreed to in writing, Licensee shall be solely responsible for obtaining any necessary easements, rights-of-way privileges, approvals or permission from the owner of the real property upon which poles exist, and from any applicable federal, state, local or municipal governmental authority, for the installation and maintenance of its Equipment (including all cable, anchors and other attachments) and any erection of its poles.

16.2 Limitations to Licensor Property. Nothing in this Agreement shall be construed to confer any permit, license, or grant to use the property of any persons other than the written revocable license to use Licensor's poles, provided that this Agreement and the licenses conferred hereunder shall not be revoked except pursuant to the terms of Section 21.0 below ("Default of Licensee") or terminated by the terms of Section 2.0 above ("Term of Agreement").

16.3 Legal Prohibition of Use. Upon receipt of written notice from Licensor to Licensee that the use by Licensee of any pole or poles of Licensor is forbidden by federal, state or municipal authorities, permission to attach to such pole or poles shall immediately terminate and Licensee shall immediately remove its Equipment. If Licensee desires to appeal the prohibition from the appropriate authority, Licensee shall notify Licensor and the prohibiting authority within 10 days of receipt of Licensor's written notice. Licensee shall obtain approval from the prohibiting authority to maintain its Equipment until the appeal process is completed.

16.4 Licensee's Equipment Operation Authorizations. Upon written request by Licensor, Licensee shall provide Licensor with a copy of any and all required federal, state or municipal permits authorizing Licensee's operation of its system.

16.5 Relocation Cost Reimbursement. If the Licensor is required to relocate any pole on which Licensee's Equipment is located, Licensee agrees to pay Licensor any and all costs and/or expenses (including court costs and reasonable attorney fees) that are incurred by Licensor in relocating any Licensor pole from any existing easement, if such pole relocation costs would not have been incurred by Licensor except for the presence of Licensee's Equipment. Prior to any relocation of such pole, Licensor shall provide Licensee an explanation of the need for such relocation.

16.6 No Grant of Ownership. No use of any pole under this Agreement shall create any ownership, interest or property right in favor of Licensee.

17.0 Licensee's Option to Remove Equipment. Licensee may, at any time, remove all or part of its Equipment from any pole; provided, however, Licensee shall immediately give Licensor written notice of the removal. Removal of all Equipment from any pole shall constitute a termination of Licensee's right to use equipment on that pole. The termination of an individual Approved Application shall have no effect on the effectiveness of this Agreement.

18.0 Contractual Relationship Only. Nothing in this Agreement shall create any special relationship between Licensor and Licensee, such as an agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to the words and marks "SDG&E", "SAN DIEGO GAS & ELECTRIC", "SEMPRA UTILITIES" or "A SEMPra UTILITY" or any other words and marks owned by or used by Licensor in identifying itself or by others in referring to it.

19.0 Damage to Facilities; Interference.

19.1 Licensee's Damage to Facilities. Licensee shall use its best efforts to avoid causing damage to Licensor's pole and the facilities of Licensor and third parties using the pole. Licensee shall be responsible for any and all loss from damage to the pole and/or facilities caused by Licensee. Licensee shall immediately notify Licensor of the occurrence of any damage and shall, upon demand, reimburse the owner for all reasonable costs incurred in repairing any damage.

19.2 Licensor's Damage to Facilities/Equipment. Licensor shall use commercially reasonable efforts to avoid damaging and/or causing interference with the Equipment and shall immediately notify Licensee of the occurrence of any such damage and/or interference caused by its employees, agents or contractors.

20.0 Insurance. Insurance requirements set forth below do not limit the amount or scope of liability of Licensee under this Agreement. All insurance required of Licensee under this Agreement shall meet the following minimum requirements:

On or before the effective date of this Agreement, and thereafter during its Term, Licensee shall provide Licensor with certificates of insurance as evidence of all insurance policies required under this Section. No insurance policy may be canceled, materially revised, or not renewed without at least thirty (30) days prior written notice to Licensor. Insurance must be maintained without lapse in coverage during the Term of this Agreement.

The required policies shall provide that the coverage is primary for all purposes and Licensee will not seek any contribution from any insurance or self-insurance maintained by Licensor.

All required policies of insurance must be written by companies having an A. M. Best rating of "A-VII" or better, or equivalent.

Licensee shall be solely responsible for any deductible or self-insured retention on insurance required hereunder.

(a) Worker's Compensation Insurance in accordance with statutory requirements and limits, including U.S. Longshoremen & Harbor Worker's Compensation Act coverage, where applicable; and

(b) Commercial General Liability Insurance, including contractual liability assumed by Licensee under this Agreement, with limits of not less than \$2,500,000 for bodily injury and property damage combined or such other reasonable level as Licensor may from time to time require upon giving notice to Licensee.

(c) Automobile Liability Insurance with limits of not less than \$1,000,000.

The insurance described in (b) above shall name Licensor as an additional insured, shall contain a severability of interest or cross liability clause, and shall be primary for all purposes.

Certificates of insurance evidencing the coverage's in (a) and (b) above shall be filed with and approved by Licensor prior to the installation of any Equipment and upon policy renewal thereafter.

Licensee agrees that no work done for it by an independent contractor shall be done by any person, firm, or corporation, without requiring insurance from said independent contractor as required of Licensee in this Section and that Licensor shall be included in the various insurance policies required therein as an additional insured as specified in that Section.

21.0 Default of Licensee. If Licensee defaults in any of its material obligations under this Agreement and fails to cure or remedy any default within thirty (30) days following receipt of written notice from Licensor of such default, Licensor may revoke this Agreement or terminate any and all Approved Applications and Licensee shall, at Licensor's option, either cure any default or remove its Equipment from the poles to which the terminated Approved Application applies within ninety (90) days from receipt of written notice. The obligations of Licensee hereunder shall survive the termination of this Agreement; however, upon failure of Licensee to remove its Equipment within said ninety (90) days, Licensor may remove the Equipment and all costs associated with Licensor's removal shall be paid by Licensee, together with any reasonable storage costs.

22.0 Default of Equipment Removal Obligation. In addition to any other rights of Licensor hereunder or at law or in equity, if Licensee fails to remove its Equipment from any pole within the time allowed for such removal or if Licensee fails to perform any work which it is obligated to do under this Agreement, Licensor may elect to remove and store Licensee's Equipment (if Licensee was provided written notice and a reasonable amount of time to remove its Equipment), or do such work, at Licensee's sole risk with respect to Licensee's Equipment breakage upon removal, and Licensee, on demand, will reimburse Licensor for all expenses incurred by Licensor.

23.0 No Waiver Of Legal Rights. The parties agree that, by entering into this Agreement, the parties are not waiving any rights or obligations that exist or may arise in conjunction with CPUC rulings, regulations, orders, or related legislative or legal adjudications that pertain to the use of distribution poles in California. To the extent that any provision of this contract is found to be in violation of, or contrary to state or federal law, or an order of the CPUC, it shall be deemed null and void, and all remaining provisions shall remain in full force and effect.

24.0 MISCELLANEOUS TERMS AND CONDITIONS.

24.1 Laws of the State of California. This Agreement shall be governed and construed by and in accordance with the laws of the State of California without reference to its conflicts of law principles.

24.2 No Waiver; Severability. The failure of Licensor or Licensee to enforce any provision of this Agreement or the waiver thereof in any instance including, but not limited to, the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

24.3 Nonexclusive Attachment Rights. Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by Licensor to others not parties to this Agreement to use any poles covered by this Agreement; and Licensor shall have the right to confer, continue or extend such rights or privileges, provided that such additional conferrals or extensions do not materially diminish Licensee's beneficial enjoyment, for its then existing Equipment only, of this Agreement.

24.4 Transfer and Assignment. Licensee may assign, sell or transfer its interest under this Agreement without the approval or consent of Licensor to Licensee's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business reorganization; provided that Licensee gives written notice to Licensor of any such assignment, sale, merger or transfer pursuant to Section 24.7 below. Excepting the foregoing only, Licensee may not assign its rights under this Agreement without the prior written consent of Licensor.. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

24.4.1 Liens. Licensor acknowledges that Licensee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of the Licensee Equipment (the "Collateral") with third party financing entities. In connection therewith, Licensor: (i) consents to the installation of the Collateral subject to the provisions of this Agreement; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, except as otherwise provided in this Agreement; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due.

24.5 Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on Licensor's poles and if such tax is assessed upon Licensor, Licensee, on demand, will reimburse Licensor in the amount of the tax paid by Licensor.

24.6 Revocation of Agreement under G.O. No. 69-C. In addition to and separate from any other provision of this Agreement providing for revocation or termination by Licensor, the provisions of this Agreement are conditional upon the right of Licensor to revoke this Agreement whenever in the interest of its service to its patrons or consumers in the conduct of its regulated electrical or gas utility business it shall appear necessary or desirable to do so, as provided by General Order No. 69-C promulgated by the CPUC. A copy of General Order 69-C is attached hereto and incorporated by reference herein.

24.7 Notices. All notices to be given under this Agreement shall be in writing and either:

- sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with this courier; or
- by telecopy or similar means, if a copy of the notice is also sent by United States Mail, in which case notice shall be deemed delivered on transmittal by telecopier, facsimile or other similar means provided that a transmission report is generated reflecting the accurate transmission of the notices, as follows:

Notices to Licensee shall be addressed as follows:

ClearLinx Network Corporation
Attention: Mr. Terry Ray
1901 Meyers Road, Suite 190
Oakbrook Terrace, IL 60181
Fax: (630) 932-2907

With a copy to:

Sachnoff & Weaver
Attention: Mr. George Vinyard
10 South Wacker Drive
Chicago, IL 60606-7507
Fax: (312) 207-6400

Notices to Licensor shall be addressed as follows:

Attention: San Diego Gas & Electric Company
Electric Distribution Management Manager
8316 Century Park Court – CP51
San Diego, California 92123
Fax: 858.654.0321

24.8 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by both parties. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent.

24.9 Headings. The caption and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

24.10 Corporate Authority. Each of the individuals signing this Agreement for their respective company ("Company Representatives") represents and warrants that, with respect to the company for which he or she is executing this Agreement: a) he or she has the full power and authority, and the legal right, to execute this Agreement on behalf their respective company referenced in this Agreement; b) the company in executing this Agreement has taken all actions necessary to enter into and be bound by this Agreement; c) the company has the full power, authority, and the legal right to execute, deliver, perform, and observe its obligations hereunder; d) the company has taken all necessary actions to authorize the individual signing on the company's behalf to do so; e) the company will not cause a breach or violation of any other agreement, law or court order by entering into this Agreement; and f) the company is a duly organized and valid entity in good standing authorized to conduct business in the State of California.

24.11 Resort to Mediation Prior to Litigation. Before pursuing formal litigation of any kind (including, without limitation, before state, federal or municipal court or before the CPUC), the parties shall attempt promptly, and in good faith, to resolve any dispute arising out of or relating to this Agreement, by providing written notice of the dispute and requesting negotiations between a company officer of Licensor (or other designee of Licensor) and Licensee who is authorized to resolve the dispute. Within twenty (20) days after providing written notice of the dispute, the company officers (or such designees) shall meet at a mutually acceptable time and place, and thereafter as often as they deem reasonably necessary to attempt to resolve the dispute. If the dispute has not been resolved within thirty (30) days of the first meeting of such company officers (or such designees), either party may initiate non-binding mediation of such dispute in accordance with the Commercial Mediation Rules of the American Arbitration Association.

All information disclosed during negotiations and any subsequent dispute resolution process conducted pursuant to this subsection shall be confidential, and shall be treated as compromise and settlement negotiations, pursuant to Section 1119 of the California Evidence Code.

Each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of, or relating to, this Agreement.

24.12 Attorney's Fees for Litigation. If, after exhausting the process set forth in Section 24.11 above, either party files any action against the other party to this Agreement, or brings any proceeding against the other party to this Agreement, arising from, or related to, this Agreement, the prevailing party shall be entitled to recover from the other party, as an element of its costs of suit and not as damages, reasonable attorneys' fees (both in-house and outside attorney fees), costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the Party to the action or proceeding that obtains a favorable, final judgment on a cause of action.

24.13 Counterpart Execution. This Agreement may be executed by the parties hereto in any number of counterparts (and by each of the parties hereto on separate counterparts), each of which when so executed and delivered (which execution and delivery may be evidenced by facsimile or by other electronic means thereof) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have read this Agreement, understand it and agree to be bound by its terms as of the date first written above.

Licensor:

Licensee:

SAN DIEGO GAS & ELECTRIC
COMPANY,
a California corporation

CLEARLIX NETWORK CORPORATION
a Delaware corporation

By: Carl W.

By: J.W. Munn

Title: Director,
Electric Transmission
& Distribution Planning

Title: CEO

Date: 6/17/06

Date: 6/12/06

POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction Engineering Contact: _____

Application No _____

Phone No.: _____

DPSS No. _____

Includes: Work Ready Form, Drawing

Thomas Brothers _____

DFIS Map# _____

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|--------------------|-----------------|--------------------------------|
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(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
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EXHIBIT B

(Licensor's Construction Standard)

LICENSE AGREEMENT
(Pole Attachment – Wire Facilities)

THIS LICENSE AGREEMENT (“Agreement”) is made as of this 12th day of June, 2006 (“Effective Date”) between SAN DIEGO GAS & ELECTRIC COMPANY, a California Corporation (“Licensor”), and ClearLinx Network Corporation, a Delaware corporation (“Licensee”). Licensor and Licensee may be referred to sometimes herein as “Party” and collectively as the “Parties.” This Agreement will cover future Applications to attach Licensee’s Equipment to Licensor’s Poles.

WHEREAS, Licensor is an electric corporation as defined in Public Utilities Code Section 218 and it distributes power throughout the County of San Diego and a portion of the County of Orange, State of California (“Service Territory”); and

WHEREAS, incident to the distribution of electric energy, Licensor has erected electric distribution and transmission poles and towers (collectively, “Poles”) within its Service Territory. Distribution Poles are defined as poles with conductors having a voltage of 12kV or less. Transmission Poles are defined as poles or towers with conductors having a voltage of 69kV or above, excluding the towers of the Southwest Power Link, which Licensor commonly refers to as “SWPL”. The Poles are (i) on the public streets, roads, highways and other public ways (collectively, “Streets”) pursuant to franchises with various cities and counties and (ii) on private property Licensor has purchased in fee or pursuant to easements it has obtained from the property owners (collectively, “Rights-of-Way”); and

WHEREAS, Licensor may have granted to other parties a right or license to use said Poles; and

WHEREAS, Licensee is engaged in the telecommunications business, being either a cable television company and/or a provider (by wire) of telecommunications service; and

WHEREAS, Licensee has obtained a CPCN, or other appropriate certification, from the CPUC, prior to attaching anything to any Pole under the terms of this Agreement; and

WHEREAS, Licensor acknowledges that Licensee has provided a copy of its CPCN, or other appropriate certification, from the CPUC;

WHEREAS, Licensee desires to use Poles as supports for cables and wires, together with associated messenger cables, guy wires, anchors and other messenger-attached appurtenances (all hereinafter called “Licensee’s Equipment” or “Equipment”);

NOW, THEREFORE, the following terms and conditions shall govern Licensee’s use of Licensor’s Poles for Licensee’s Equipment as Licensor may permit Licensee to use, after receipt and approval of Licensee’s Application for particular Poles. This Agreement shall be a master

agreement and each individual Application, when approved, shall become a separate license incorporating by reference all the terms and conditions of this Agreement.

ARTICLE 1 – LICENSE

1.1 Licensor's Rights. Licensee's occupancy of Pole space for Licensee's Equipment and the design of its attachment shall be subject to the prior written approval of the Licensor, and its presence shall be subject to present or future occupancy of Pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain its Poles and to operate its facilities thereon in a manner necessary or convenient for its own requirements. Licensor shall not be liable to Licensee for any interruption in Licensee's use of Licensee's Equipment arising in any manner from the use by Licensor of its Poles and the facilities owned by Licensor.

1.2 General. Licensor hereby grants to Licensee a non-exclusive license to use the Poles for Licensee's Equipment as designated on an Application (see 1.3 below) and approved by Licensor. Licensee's use of Licensor's Poles shall be confined to Licensee's Equipment after Licensor has given Licensee written permission to install Licensee's Equipment on specified Poles. Licensee's Equipment shall be used only for Licensee's telecommunications business. Nothing contained in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Pole or Poles.

1.3 Licensee's Application. Whenever Licensee desires to place Licensee's Equipment on any of Licensor's Poles, Licensee shall make written Application to Licensor for permission to do so, in the number of copies and in the form from time to time prescribed by Licensor. The current form of the Pole Attachment Application is attached hereto, marked Exhibit A. Licensor's current Structural Licensing Process has been provided separately to Licensee and is incorporated by reference, even though it is not attached to this Agreement. If the Application is approved, permission to place Licensee's Equipment described in said Application on the Pole or Poles therein identified shall be indicated by Licensor's signing the Application in the place provided for that purpose and returning one signed copy to Licensee. Licensor shall notify Licensee of Licensor's consent or denial of Licensee's Application within forty (40) days of Licensee's submission of said Application to Licensor. If Licensor denies said Application, Licensor shall provide an explanation of the basis for such denial. To the extent that any provision or requirement in the Application is inconsistent with this Agreement, the rates, terms and conditions set forth in the Agreement shall supersede those in the Application.

The approved Application will then become a part of this Agreement and subject to all of its terms and conditions. In the event of any conflict between terms specified in an approved Application and the terms of this Agreement, the terms of this Agreement shall prevail.

1.4 Installation of Equipment. Upon its receipt of the signed copy of the Application, but not before, Licensee may install, maintain and use Licensee's Equipment as described in the Application on the Pole or Poles specified. Provided, however, that before commencing any such installation, Licensee shall notify Licensor's Construction Department by telephoning 858-_____, and follow-up with an e-mail notification to _____ of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present

during such installation. Licensee shall complete the installation of Licensee's Equipment on the Pole or Poles covered by each approved individual Application within such time limit as Licensor shall designate on said Application. If Licensee fails to complete the installation of Licensee's Equipment on said Pole or Poles within the prescribed time-limit (or within such additional time as Licensor may agree to in writing), the permission granted by Licensor in the signed Application to place Licensee's Equipment on said Pole(s) shall be automatically revoked. Licensee shall apply again for permission to attach Licensee's Equipment to the Poles.

1.5 Unauthorized Equipment. Licensee shall not have the right to place, and it shall not place, any Equipment on any Pole without first making Application therefore and receiving permission to do so from Licensor as set forth above. Licensee shall not add any Equipment to any Pole or change the position of any Equipment on any Pole without Licensor's prior written approval. If Licensee places additional Equipment on an approved Pole, any Equipment on a non-approved Pole, or changes the position of Licensee's Equipment on an approved Pole, Licensor shall have the right to charge Licensee a one-time fee of Five Hundred Dollars (\$500.00) per Pole on which Licensee has made the unauthorized attachment. This fee is the Parties' reasonable estimate of the damages to Licensor because of the unauthorized attachment and shall be in addition to any fee usually charged by Licensor to determine whether to permit the attachment and the Annual Fee (as hereafter described). If Licensor determines it cannot permit the attachment, Licensee shall remove the Equipment within a reasonable amount of time as specified in Licensor's written notice. If Licensee fails to remove the unauthorized Equipment as required, Licensor may (but is not required to) remove it, at Licensee's sole cost and expense, and Licensee shall not be liable for damages to Licensee's Equipment nor for any interruption in service occasioned by Licensor's removal.

1.6 No Obligation to Maintain Poles. Nothing contained in this Agreement shall obligate Licensor to maintain its Poles or any of them in existence for a period of time longer than the same are convenient or necessary for Licensor's own service requirements. If Licensor determines that it no longer needs to maintain a Pole, Licensor may provide notice to Licensee in accordance with Section 7.3 below that Licensee's right to use such Pole is revoked.

ARTICLE 2 – REARRANGEMENT/REPLACEMENT OF POLE

2.1 Insufficient Space. In the event that Licensee desires to use a Pole on which, in the sole reasonable judgment of the Licensor, there is not adequate space for Licensee's Equipment, Licensor will so indicate on the Application. Licensee may request that Licensor replace or rearrange the pole to accommodate Licensee's Equipment, and Licensor shall provide Licensee with a written scope of work and estimate of costs in a commercially reasonable timeframe for such replacement or rearrangement. If Licensee still desires to use said Pole or any Pole erected by way of replacement of an existing Pole and returns the Application marked to so indicate, Licensor will replace such Pole with a longer Pole and/or rearrange the Equipment on such Pole. Provided that, Licensor may require Licensee to pay, in advance, to Licensor and any other party using said Pole by reason of a joint pole agreement or otherwise, the estimated cost to be incurred by each of them of transferring to the new Pole all Equipment supported by the existing Pole, plus the installed cost of the new Pole and any new appurtenances occasioned

by the change, less net salvage realized from Equipment removed and less allowance for depreciation included with respect to the Pole removed and/or the estimated cost of such rearrangement of Equipment. Licensee shall be responsible for Licensor's actual cost of this work. If the actual cost is greater than the estimated cost paid by Licensee to Licensor, Licensee shall pay the additional amount invoiced within thirty (30) days. If the actual cost is less than the estimated payment, Licensor shall refund the difference to Licensee without interest. It shall be Licensee's responsibility to make the appropriate arrangements with any other party who has Equipment attached to the Pole.

2.2 Rearrangement of Equipment. In the event that, in Licensor's judgment, Licensee's existing Equipment on any Pole renders inadequate the space for the placement or use of any facilities thereon required by Licensor, and if said facilities could be placed on said Pole by removing or rearranging Licensee's Equipment, Licensor may notify the Licensee of the removal or rearrangement, or the replacement of the Pole, required in order to permit the placement of Licensor's facilities as aforesaid and to continue the accommodation of Licensee's Equipment, together with an estimate of the cost of changing out the Pole, if necessary. If Licensee desires to continue maintaining its Equipment on said Pole or a replacement Pole and so notifies Licensor, and Licensor determines that a replacement Pole is required, then Licensor will make such Pole replacement and will request the other third parties then maintaining facilities upon such Pole to make such rearrangements or transfers of said existing facilities. Any such rearrangement of Licensee's Equipment or replacement of the Pole shall be done at the risk and expense of Licensee.

Licensee shall rearrange, remove or relocate its Equipment within ninety (90) days after Licensor issues a written notice, or such additional time as may be mutually agreed upon, after which Licensee shall pay Licensor the actual cost for Licensor to change out the pole(s) and/or rearrange Licensor's facilities or remove the Equipment as solely determined by Licensor. If Licensee does not desire to maintain its Equipment on the Pole, then Licensee shall remove its Equipment within ninety (90) days after Licensor issues a written notice. If Licensee fails to remove its Equipment within the ninety (90) day period, Licensor may remove the Equipment at Licensee's sole risk and expense. If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's Equipment or changing out the pole, Licensee shall be entitled to re-install its Equipment on another Pole in accordance with the procedures set forth herein, except that the Annual Fee and the Attachment Fee set forth in Article 5 below shall be waived by Licensor to the extent they were paid for the subject Equipment.

Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said Pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise. If Licensee does not notify Licensor within thirty (30) days following receipt of the initial notice from Licensor, then Licensee shall be deemed to have elected to remove its Equipment from such Pole.

ARTICLE 3 – LICENSEE RIGHT TO ERECT POLES

3.1 New Poles. Except as provided in Section 2.2 and in Section 4.1, if Licensee notifies Licensor of its need for a new pole, Licensor shall have a commercially reasonable time (but not less than 30 days) to decide whether to erect the new pole, at Licensor's sole cost and expense. If Licensor does not elect to erect a new pole for Licensee's use, then Licensee may immediately proceed to erect a new pole in accordance with General Order 95. Licensee agrees to bear all risks, liabilities, and costs associated with the erection of the new pole, and to obtain all necessary approvals.

3.2 Replacement of Licensee's Poles. If Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or not prohibited by any of the terms and conditions of this Agreement, and Licensor desires to place and maintain a Pole or Poles of its own in or near the location of Licensee's pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. Said notice shall designate the pole or poles of Licensee to be removed and replaced. After said thirty (30) day period, Licensor may replace Licensee's pole or poles with its own Pole or Poles. Upon such replacement, Licensee's use of Licensor's Pole or Poles shall be governed by all of the terms and conditions hereof; provided, however, no Annual Fee shall be applicable to Poles erected as replacement pursuant to the terms of this paragraph. Licensor shall bear the cost of removal and replacement of said poles, the erection of such Poles and of the relocation of Licensee's Equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

ARTICLE 4 – MOVING OR REMOVAL OF LICENSEE'S EQUIPMENT

4.1 Licensee's Removal of Equipment. Licensee may at any time move or remove its Equipment from any of Licensor's Poles, and, in each such case, Licensee shall give Licensor prior written notice of such removal by submitting an Application identifying the Equipment to be removed and, if applicable, the new Pole desired. Licensee's failure to remove Licensee's Equipment from any such Pole within the time period specified in the Application, or failure to install further approved Equipment on a new Pole within ninety (90) days from the date of Licensor's approval of the Application, shall constitute a termination of Licensee's right to use such Pole; provided, however, that this provision shall be inapplicable if Licensee's right to use the Pole would otherwise be sooner terminated by reason of the operation of some other provision of this Agreement. As an alternative, following expiration of said applicable time period, Licensor may itself perform the removal at Licensee's cost. Licensee shall pay the actual cost incurred by Licensor for any such removal performed by Licensor.

4.2 Limitation of Damages. Licensor shall not be liable, whether in contract, tort, strict liability or otherwise, for any special, incidental, indirect or consequential damages, including, but not limited to, interruption of Licensee's service or interference with the operation of Licensee's Equipment.

ARTICLE 5 - FEES

5.1 Contract Administration Fee. Commencing with the Effective Date of this Agreement and on January 1 of each succeeding year during the term of this Agreement, Licensee shall pay Licensor the sum of Three Hundred Dollars (\$300.00) as a contract administration fee. Payment shall be due and payable within sixty (60) days after Licensor issues invoices to Licensee.

5.2 Annual Fee. In January following the Effective Date, Licensor shall invoice Licensee for Annual Fees (described below) due for the preceding calendar year. During January of each succeeding year, Licensor shall invoice Licensee Annual Fees, described below, for each Pole to which Licensee's Equipment is attached. Payment for each Pole to which Licensee's Equipment is attached during a calendar year shall be prorated at one-twelfth (1/12) of the Annual Fee amount based on the number of whole months remaining during the calendar year. Annual Fees shall be paid within sixty (60) days after presentation of Licensor's invoice. There shall be three separate types of Annual Fee: one for distribution Poles; one for transmission Poles in the Streets, and one for transmission Poles in Rights-of-Way.

5.2.1 Distribution Pole Annual Fee. The Annual Fee for attachments to distribution Poles is currently \$5.86 per Pole per year. The Annual Fee for distribution Poles is the same, whether the Poles are located in Streets or in Rights-of-Way.

5.2.2 Franchise Transmission Pole Annual Fee. The Annual Fee for attachments to transmission Poles in the Streets is currently \$16 per Pole per year.

5.2.3 Right-of-Way Transmission Pole Annual Fee. The Annual Fee for attachments to wood and steel transmission Poles in Rights-of-Way on the date of execution of this Agreement, is \$22.12 and \$278.97 per wood and steel Pole respectively, per year, which was set by the California Public Utilities Commission's ("CPUC") ruling in Case No. 00-09-025.

5.2.4 Existing Pole Attachments. Nothing herein shall be construed as Licensor's approval of any previously made un-authorized attachments or to prevent Licensor from exercising the remedies under this Agreement as a result of un-authorized attachments.

5.3 Payment and Late Charge. Licensee shall pay all invoices within sixty (60) days. Amounts not paid within such sixty (60) days shall be subject to late charge of 10% per annum until paid.

5.4 Change in Fees. Licensor may increase any or all of the fees specified in this Article not more often than once a year, in accordance with the methodology of California Public Utilities Code Section 767.5 and decisions of the CPUC, upon no less than sixty (60) days prior written notice to Licensee. Annual Fees for Licensee's Equipment already attached to Poles shall be effective the first day of the following calendar year. If such changed Contract Administration Fee or Annual Fee is not acceptable to Licensee, Licensee may terminate this Agreement as elsewhere provided herein and remove Licensee's Equipment from the Poles, or,

Licensee shall pay the prior year's Fees to Licensor and the Parties shall submit the matter to the CPUC for resolution (using the CPUC dispute resolution procedure or any other appropriate method).

ARTICLE 6 – SAFETY AND PERMITS

6.1 **Compliance with All Rules, Laws and Licensor's Specifications.** Licensee shall, at its own sole risk and expense, place and maintain Licensee's Equipment on Poles (i) in a safe condition and in good repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said Poles by Licensor or others using said Poles, or with the working use of facilities of Licensor or others on or from time to time placed on said Poles, (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe in its Structural Licensing Process publication, and (iv) in conformity with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing, General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

6.2 **Licensor No Liability for Licensee's Noncompliance.** Licensor's approval of Applications is not to be construed as assurance by Licensor that Licensee's Equipment as installed or maintained will comply with the requirements of General Order No. 95 and applicable laws. Licensor assumes no responsibility or liability for any failure by Licensee to comply with the requirements set forth in Section 6.1.

6.3 **Guy and Anchors.**

6.3.1 **Not Coincident.** Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of Licensee's Equipment on said Poles in the cases where Licensee's anchorage requirements are not coincident with those of Licensor. In those cases where existing guys and anchors are inadequate to support Licensee's strains, and separate guys and anchors are not desired, or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said Poles, or any of them, resulting from the placing of additional facilities on said Poles and said guys and anchors would have been adequate to hold the additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee, and Licensee, within sixty (60) days of receipt of Licensor's invoice, will reimburse Licensor for the entire expense that Licensor actually incurs as a result of such replacement.

6.3.2 **Coincident.** In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's Equipment and of Licensor's facilities on said Poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgment such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its Equipment on said Poles.

6.3.3 Strains. The term "strains" as herein used shall mean the forces created by the failure of a Pole and its facilities located thereon to maintain its static equilibrium.

6.4 Licensee's Duty of Care. Licensee shall use best efforts to avoid causing damage to the facilities of Licensor and others on the Poles, and Licensee shall assume all responsibility for any and all loss from such damage caused by Licensee. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

6.5 Licensor's Inspection. Licensor shall have the right to inspect each new installation of Licensee's Equipment on and in the vicinity of the Poles and to make inspections, thereafter at any time. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability under this Agreement.

6.6 Workers. All work done on or about the Poles or for Licensee in connection with the installation, operation and maintenance of Licensee's Equipment shall be performed by workers qualified to perform such work, and Licensee shall be solely liable for any and all damage, injury, or death resulting from the acts or omissions of Licensee, its employees, agents or contractors.

6.7 Permits. Licensee shall obtain all necessary franchises, permits, licenses and rights-of-way for the erection, operation and maintenance of Licensee's Equipment over, along, across, on, through and under the Streets and Rights-of-Way. Upon Licensor's written request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements. This Agreement shall not be construed as a grant of right-of-way or easement by Licensor to use the property on which the Poles are located. This Agreement provides a right to use the Poles themselves to support Licensee's Equipment, after the necessary franchises, permits, licenses and/or and rights-of-way have been obtained by Licensee. Licensor makes no warranty, express or implied, that Licensor is granting Licensee any legal rights to install its Equipment on public or private property, other than for the use of Licensor's Poles once all necessary franchises, permits, licenses and/or rights-of-way have been obtained by Licensee.

6.8 Security Rules. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about Poles by any of its employees, agents or contractors who is judged a security risk. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

a. File with the Licensor upon Licensor's request, a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about Poles or Licensee's Equipment, and shall file with Licensor supplemental lists thereof whenever changes in such personnel are made.

b. Provide suitable identification for each such employee, agent and contractor referred to in (a) above.

ARTICLE 7 – TERM AND TERMINATION OF LICENSE OR ATTACHMENTS

7.1 **Term.** The term of this Agreement shall be twenty (20) years, commencing on the Effective Date (hereinafter “Term”). However, this Agreement may be terminated earlier (i) in accordance with Section 7.2, or (ii) for any reason by Licensee in which case, upon 60 days notice by Licensee, this Agreement shall terminate immediately upon Licensee’s notice to Licensor that all Equipment covered by this Agreement has been removed.

Each Application, once approved by Licensor and incorporated into this Agreement, shall be a separate Agreement for Licensee’s Equipment specified in said Application, which shall continue until this Agreement expires or is terminated or revoked as otherwise provided in this Agreement. Licensee may terminate this Agreement with respect to a particular Application by submitting an Application to remove the Equipment, in which case the termination shall be effective as of the date the Application is approved and Licensee has removed the Equipment.

7.2 **Termination By Either Party.** Licensor or Licensee may terminate this Agreement upon at least thirty days prior written notice to the other Party in the event of default and lapse of applicable cure periods in accordance with Section 9.1. Said termination shall not affect Applications already submitted by Licensee before the effective date of the termination. In addition, Licensor may also terminate this Agreement in whole or in part (including as to existing Pole attachments, Applications which have already been approved or which are pending), in the event of Licensee’s default (see Section 9.1 below).

7.3 **Revocation of Right to Use Poles.** Licensor, in its sole judgment, may revoke the right to use any specified Pole at any time upon prior written notice to Licensee, which written notice shall be provided (i) thirty (30) days prior if such reason is related to the provision of electrical power, or (ii) ninety (90) days prior if for such other reasons related to Licensor’s business operations as a utility governed by the CPUC. Notwithstanding the foregoing, in cases involving safety, public convenience or compliance with any law, regulation or other legal requirement, such time period required for such written notice to be provided prior to such revocation may be reduced to the extent necessary to address such cases. Licensee shall remove Licensee’s Equipment from such Poles within the aforementioned periods; provided, however, that as long as Licensor has no contrary obligation to a local governmental authority or other third party, in the event Licensor should elect, for the reasons set forth above, to revoke Licensee’s right to use any Poles, Licensee shall have sixty (60) days to remove Licensee’s Equipment from such Poles.

If Licensor revokes the right to use Poles under the provisions of General Order No. 69-C, Licensor shall attempt to provide Licensee with the same time periods as specified above to remove Licensee’s Equipment, but Licensor need not do so if the interests of its patrons or consumers require otherwise.

In any such case of such revocation. Licensee may submit an Application to transfer any of the affected Licensee Equipment to any other Licensor Pole(s) that might be available for such purposes, at Licensee's sole cost and expense.

7.4 Termination Because of General Order No. 69-C. Notwithstanding any provision in this Agreement to the contrary, this Agreement is subject to General Order No. 69-C of the CPUC and the right of Licensor, either itself or upon order of the CPUC, immediately upon written notice to Licensee, to terminate this Agreement or any Pole attachment whenever in the interest of its service to its patrons or customers it shall appear necessary to do so. The terms of said General Orders are incorporated by reference.

7.5 No Refunds / Removal of Equipment. No refunds of Annual Fees shall be due or payable for the year in which this Agreement (or any particular Application) terminates or is revoked. Licensee shall remove all of Licensee's Equipment from all Poles by the effective date of termination.

7.6 Licensor's Removal. If Licensee should fail to remove Licensee's Equipment from any Pole within the time periods allowed in Section 7.3, Licensor may elect to do such work at Licensee's sole risk and expense. Licensee, upon demand, will reimburse Licensor for the entire expense incurred by Licensor.

7.7 Licensee's Waiver of Claims. Licensee hereby releases Licensor and holds Licensor harmless from any and all claims or actions which might arise from the interruption or discontinuance of Licensee's operation as a result of the application of this Article 7.0 or any other Section of this Agreement.

7.8 Pacific Bell's Poles. Licensor does not by the terms and conditions of this Agreement, purport to grant to Licensee any right or privilege whatever to use poles owned by Pacific Bell, even though Licensor itself, has by reason of a Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee is obligated to comply with whatever terms and conditions have been or may hereafter be established by Pacific Bell for the use of the same.

ARTICLE 8 - INDEMNITY, ENVIRONMENTAL AND INSURANCE

8.1 **General Indemnity.** Licensee shall indemnify and hold harmless Licensor (including its parent and affiliates) from and against any and all claims, demands, suits, causes of action, costs of defense, attorneys' fees, witness fees, including expert witness fees, penalties and all other liabilities (hereafter "Claims") for:

(i) damage to or destruction of property of third parties, except to the extent caused entirely by the negligence or willful misconduct of Licensor;

(ii) injury to or death of any person including, but not limited to, any employee, agent or independent contractor of Licensor, Licensee or of any third party, except to the extent caused entirely by the negligence or willful misconduct of Licensor;

(iii) injury to or loss by Licensee's customers, any governmental entity, owner or occupant of the real property on which any Poles or Licensee's Equipment are located arising out of this Agreement, the exercise by Licensor or Licensee of any rights or remedies under this Agreement, or the breach by Licensee of any obligation or condition of this Agreement, except to the extent caused entirely by the negligence or willful misconduct of Licensor; and

(iv) any challenge to Licensor's franchise(s) or Rights-of-Way by a governmental entity or real property owner as a result of the attachment of Licensee's Equipment to Poles, except to the extent caused entirely by the negligence or willful misconduct of Licensor.

8.2 **Environmental Compliance and Indemnity.** Licensee shall comply with all applicable laws governing the use and occupancy of Pole(s) by Licensee and/or Licensee's Equipment including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Standards").

8.2.1 **Notice of Harmful Condition.** Licensee shall not create nor permit to be created nor permit to exist upon or near the Poles any non-compliance with Standards or any condition which could, in Licensor's sole determination, create a nuisance, public, private or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Standard and Licensee shall notify all applicable local, state or federal agencies as required by local, state or federal regulations.

8.2.2 **Cost of Remediation.** Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions, and/or as a result of any violations of Standards caused by Licensee.

8.2.3 Licensee's Indemnification Against Harmful Conditions. Licensee shall indemnify, defend, and hold Licensor, its employees and agents, harmless from and against any claim or lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from or relate to any actual or alleged Harmful Conditions, actual or alleged violation of Standards, or actual or alleged injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of Licensor and Licensee, which arise directly from (a) Licensee's presence on, or use of, the Pole(s) or (b) any act or omission of Licensee, its employees, agents or those of its contractors, subcontractors or independent contractors. Licensee expressly agrees that the indemnification and hold harmless obligations of this paragraph are assumed by Licensee regardless of the nature of the claim or the authority or person asserting such claim, and regardless of whether such claim arises in whole or in part from the sole active negligence or alleged negligence of Licensor or otherwise. Those obligations include the obligation to pay all costs, including, but not limited to, attorneys' fees (both in-house and outside counsel), judgments, expert witness fees, and costs, including those incurred on appeal. Further, Licensee expressly agrees that the indemnification, and hold harmless obligations assumed by Licensee with regard to abatement of Harmful Conditions and violations of Standards shall survive expiration or termination of this Agreement.

8.3 Insurance. At all times during the term of this Agreement, Licensee covenants and agrees to provide and maintain insurance in at least the minimum amounts specified below with insurers rated at least "A-" or better by A.M. Best's Guide. Licensor reserves the right to make reasonable changes in the amounts and types of insurance coverage it requires of Licensee, based upon changes in the insurance industry or Licensor's or Licensee's business, changes in risk exposure, history of claims against Licensee's insurance or of indemnity claims against Licensee, changes in Licensee's financial condition, or other reasonable factors as Licensor's Risk Management department may reasonably deem appropriate. Licensee shall be given at least sixty (60) days notice of a change in insurance requirements.

8.3.1 Commercial General Liability Insurance. Licensee shall maintain coverage for bodily injury and property damage, including, without limitation, blanket contractual liability and products/completed operations, with no exclusion for explosion, collapse and underground property damage hazards. Such insurance shall provide severability of interests or a cross liability clause. In no event shall such insurance be written for limits less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

8.3.2 Workers Compensation Insurance. Licensee shall maintain Workers' Compensation insurance as required by California law, including coverage for U.S. Longshoremens and Harborworker's Act where applicable, and All States Endorsement and Employer's Liability Insurance in limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

8.3.3 Automobile Insurance. Licensee shall maintain Commercial Automobile Liability insurance against claims for bodily injury and death or property damage covering all owned, non-owned and hired vehicles, with minimum limits of liability of \$1,000,000 combined single limit.

8.3.4 Additional Provisions. Any insurance carried in accordance with this Section with the exception of workers' compensation and employer's liability shall provide that:

(i) Licensor (including its parent and affiliates) is named as an additional insured with the understanding that any obligation imposed upon the insured (including, without limitation, the duty to pay premiums or to inform customers of insurance lapses) shall be the sole obligation of Licensee and not that of any other insured;

(ii) The interests of Licensor (and its parent and affiliates) as an additional insured shall not be invalidated by any action or inaction of Licensee or any other person and shall insure Licensor (and its parent and affiliates), regardless of any breach or violation by Licensee or any other person, other than Licensor, as the case may be of any warranties, declarations or conditions contained in such policies;

(iii) Such insurance shall be primary without right of contribution of any other insurance or self insurance maintained by Licensor;

(iv) The policies will not be canceled or their limits of coverage reduced or restricted without giving Licensor at least thirty (30) days prior written notice, ten (10) days for cancellation due to non-payment of premium.

8.3.5 Evidence of Insurance. On or before the effective date of this Agreement and on each anniversary of such date, Licensee shall arrange for furnishing Licensor with certificates of insurance evidencing all required insurance. Such certification shall be executed by such insurer, or by an authorized representative of each insurer.

8.4 Surety and Payment Bonds. Upon Licensor's written request, Licensee shall, within fifteen (15) days, furnish Licensor with a bond, standby letter of credit, or other collateral security reasonably acceptable to Licensor, to cover the faithful performance by Licensee of all the terms and provisions of this Agreement on its part to be performed, which shall be in the amount of at least \$50,000, or such other amount as Licensor may reasonably request. Upon Licensor's written request, Licensee shall also provide a payment bond, standby letter of credit or other collateral security reasonably acceptable to Licensor to secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended in connection with the construction and installation, operation and maintenance or existence of Licensee's Equipment pursuant to the terms of this Agreement. Any change in the terms covenants or conditions of this Agreement, with or without notice or consent of the surety or sureties, shall not release the surety on said bonds or affect the terms of the standby letter of credit or other collateral security agreements. Such bonds or letters of credit shall be issued by a surety company or other financial institution selected by the Licensee and satisfactory to Licensor; any such surety company shall be one whose name is on file with the County Clerk of San Diego County as an approved and financially sound surety company authorized to transact business in the State of California and any such other financial institution shall be qualified and approved to carry on its business in California and shall meet such other objective standards as Licensor may reasonably require. Said bonds, standby letters of credit or other collateral security agreements and instruments, as the case may be, shall meet all the requirements and contain all conditions required by the laws of the State of California. The bonds, standby letters of credit or other collateral security arrangements shall not be subject to termination or cancellation, except on 90 days prior written notice by certified mail to Licensor, and subject thereto shall be maintained in full force and effect through the life of this Agreement.

ARTICLE 9 - DEFAULT

9.1 **Default.** The appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach or default of this Agreement, if any such appointment or action continues for a period of more than thirty (30) days. Any purported transfer or assignment of this Agreement or any Pole attachment under it by Licensee (whether voluntarily or involuntarily) without the prior written consent of Licensor shall be a default under this Agreement. Any breach of any other material term of this Agreement by either Party which is not cured within thirty (30) days, or any other applicable cure period agreed upon by the Parties in writing, following delivery by the non-defaulting Party of written notice of such default shall be a default under this Agreement including, but not limited to failure to, pay any Fee or other amount when due, or making an unauthorized attachment.

9.2 **Remedies.** In the event of any default hereunder by Licensee, Licensee shall be liable to Licensor for all damages prescribed or permitted hereunder or as otherwise available at law or in equity. Licensor, without further notice to Licensee, may immediately commence and prosecute to completion the removal of any and all of Licensee's Equipment and all costs incurred by Licensor in connection with such removal shall be recoverable by Licensor from Licensee. Removal shall be in addition to any other rights or remedies Licensor may have at law or equity. Licensor shall have no liability to Licensee for any damages Licensee may suffer directly or indirectly from any actions Licensor may take in exercising any of its remedies, including, but not limited to, those for loss of profits or claims by Licensee's customers.

ARTICLE 10 – DISPUTE RESOLUTION AND ATTORNEY'S FEES

10.1 **Resort to Mediation Prior to Litigation.** Before pursuing formal litigation by of any kind (including, without limitation, before state, federal or municipal court or before the CPUC), the parties shall attempt promptly, and in good faith, to resolve any dispute arising out of or relating to this Agreement, by providing written notice of the dispute and requesting negotiations between a company officer of Licensor (or other designee of Licensor) and Licensee who is authorized to resolve the dispute. Within twenty (20) days after providing written notice of the dispute, the company officers (or such designees) shall meet at a mutually acceptable time and place, and thereafter as often as they deem reasonably necessary to attempt to resolve the dispute. If the dispute has not been resolved within thirty (30) days of the first meeting of such company officers (or such designees), either party may initiate non-binding mediation of such dispute in accordance with the Commercial Mediation Rules of the American Arbitration Association.

All information disclosed during negotiations and any subsequent dispute resolution process conducted pursuant to this subsection shall be confidential, and shall be treated as compromise and settlement negotiations, pursuant to Section 1119 of the California Evidence Code.

Each party is required to continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of, or relating to, this Agreement.

10.2 Attorney's Fees for Litigation. If, after exhausting the process set forth in Section 10.1 above, either party files any action against the other party to this Agreement, or brings any proceeding against the other party to this Agreement, arising from, or related to, this Agreement, the prevailing party shall be entitled to recover from the other party, as an element of its costs of suit and not as damages, reasonable attorneys' fees (both in-house and outside attorney fees), costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the Party to the action or proceeding that obtains a favorable, final judgment on a cause of action.

ARTICLE 11 -- MISCELLANEOUS

11.1 Assignments. Licensee shall not assign this Agreement, in whole or in part, voluntarily or involuntarily, to any other person or party without the written consent of Licensor first had and obtained, except that Licensee may assign or transfer its rights, privileges and obligations hereunder without the prior written consent of Licensor to a parent, controlled affiliate or subsidiary company or to a successor in interest that succeeds to all or substantially all of Licensee's assets or business, whether by merger, sale, or otherwise, but in each case only with prior written notice to Licensor and subject to the requirement that Licensee must either demonstrate to Licensor's reasonable satisfaction that the successor entity has financial creditworthiness which is equal to or superior to the creditworthiness of Licensee at the time of such proposed assignment. Notwithstanding anything herein to the contrary, Licensee may enter into agreements with third parties regarding the use of Licensee's Equipment provided that the third party does not have the right to physically alter any Pole or Licensee's Equipment attached thereto.

11.2 Waiver. Any waiver by a Party of any breach of any one or more of the conditions or obligations of this Agreement shall not be construed to be a waiver by such Party of any subsequent or other breach of the same or different condition or obligation.

11.3 Notices. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon (a) delivery by hand or overnight courier service; (b) two business days after deposited in the U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt (next Business Day if facsimile transmitted after 5 p.m.in the recipient's time zone), to the parties as follows:

Notice to Licensee:

ClearLinx Network Corporation
1901 Meyers Road, Suite 190
Oakbrook Terrace, IL 60181
Facsimile: 630-932-2907

With a copy to:

Sachnoff & Weaver
Attention: Mr. George Vinyard
10 South Wacher Drive
Chicago, IL 60606-7507
Facsimile: 312-207-6400

Notice to Licensor:

San Diego Gas & Electric Company
Attention Compliance Management (Joint Facilities)
8316 Century Park Court, CP51D
San Diego, CA 92123-1582
Facsimile: (858) 654-0321

11.4 Time Is of the Essence. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of this Agreement.

11.5 Liens. Licensee shall keep Licensor's property, the property where the Poles are located and the Poles free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

Licensor acknowledges that Licensee may enter into financing arrangements including promissory notes and financial and security agreements for the financing of the Licensee Equipment (the "Collateral") with third party financing entities. In connection therewith, Licensor: (i) consents to the installation of the Collateral subject to the provisions of this Agreement; (ii) disclaims any interest in the Collateral, as fixtures or otherwise, except as otherwise provided in this Agreement; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due.

11.6 Changes. This Agreement shall be subject to such changes or modifications as may be required by decisions or orders of the California Public Utilities Commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this Agreement shall so state. Except as stated in the previous sentence, this Agreement shall not be changed or altered other than by written agreement of the Parties.

11.7 Integration. This Agreement including all attachments incorporated by reference constitutes the complete expression of the Parties' agreement as to its subject matter and supersedes all prior or contemporaneous oral or written agreements.

11.8 Choice of Law/Venue. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed. The federal and state courts located in San Diego County, the State of California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

11.9 Joint and Several Liability. If there is more than one Licensee, the liability of each shall be joint and several.

11.10 No Partnership. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. All work performed by any one Party under this Agreement shall be performed as an independent contractor.

11.11 Interpretation. Section headings shall not expand, alter or limit the meaning of the text of this Agreement and are inserted for convenience only.

11.12 Exhibits and Recitals. All exhibits and recitals are incorporated by reference.

11.13 Survival. Where the context or nature of the provisions of this Agreement refer to time periods subsequent any expiration or termination of this Agreement (including, without limitation, the provisions of Sections 5.3, 6.2, 7.5, 7.6, 7.7, 8.1, 8.2, 9.2, 11.8 and 11.13 and Article 10), the obligations of the respective Parties shall survive such expiration or termination of this Agreement or any Application.

11.14 Corporate Authority. Each of the individuals signing this Agreement for their respective company ("Company Representatives") represents and warrants that, with respect to the company for which he or she is executing this Agreement: a) he or she has the full power and authority, and the legal right, to execute this Agreement on behalf their respective company referenced in this Agreement; b) the company in executing this Agreement has taken all actions necessary to enter into and be bound by this Agreement; c) the company has the full power, authority, and the legal right to execute, deliver, perform, and observe its obligations hereunder; d) the company has taken all necessary actions to authorize the individual signing on the company's behalf to do so; e) the company will not cause a breach or violation of any other agreement, law or court order by entering into this Agreement; and f) the company is a duly organized and valid entity in good standing authorized to conduct business in the State of California.

11.15 Counterpart Execution. This Agreement may be executed by the parties hereto in any number of counterparts (and by each of the parties hereto on separate counterparts), each of which when so executed and delivered (which execution and delivery may be evidenced by facsimile or by other electronic means thereof) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

Name: Carol Ul

Title: Director, Electric Transmission & Distribution Planning

Date: 6/12/04

CLEARLIX NETWORK CORPORATION

Name: J. H. Mamm

Title: CEO

Date: 6/12/04

POLE ATTACHMENT APPLICATION



APPLICATION FOR:

- ADDITIONAL POLES
- REMOVE EXISTING ATTACHMENT
- ALTER EXISTING ATTACHMENT

INFORMATION

APPLICATION NUMBER _____
(Licensee)

DPSS NO. _____
(SDG&E)

REQUESTED BY (LICENSEE):

Company _____
Mailing Address _____
City _____ State _____ Zip _____
Phone _____
Company Code (ID Tag) _____

FACILITY USE:

CATV _____ Telephone _____
Telecom Other _____

TYPE OF ATTACHMENT: DIA. LBS.
TENSION

- Fiber Optic Cable _____
- Coaxial Cable _____
- Twisted Pair Copper _____
- Equipment _____ Over-lashing Yes No

MAIL TO: San Diego Gas & Electric Company
Attn: Distribution Asset Management
8316 Century Park Court
Suite CP51D
San Diego, CA 92123-1582

POLE INFORMATION:

- Distribution Pole
- Transmission Pole
 - Poles on Easement/Right-of-Way
 - Poles on Private Property (Rights-of-Way)

LICENSEE AGREES TO COMPLY WITH TERMS AND CONDITIONS OF THE ORIGINAL LICENSE AGREEMENT AND THE FOLLOWING APPLICATION REQUIREMENTS:

1. Limit the number of Poles applied for per application to 50 or less.
2. Billing will commence upon Licensor's date of Application approval. See "Permission for Pole Attachment" below.
3. Written notification of Pole attachment cancellations will be accepted up to 60 days from the Licensor's date of Application approval. After 60 days, an Application to Remove Attachment must be submitted for any cancellations.
4. There will be no reimbursement for Pole attachments cancelled beyond 60 days from the Licensor's date of Application approval.
5. Construction must start within 90 days if no specific date is assigned in writing with returned approved Application.
6. Feasibility review fees and engineering review fees where applicable are due and payable before final attachment approvals.
7. **Do not attach to Power Anchor.**

In accordance with the terms of the License Agreement dated _____, 20____, covering the use of your Poles located within the County of _____, State of California, we hereby request permission to attach, remove or alter certain Equipment on certain Poles, all as more particularly described and delineated on the Pole list on the reverse side of this form and the attached layout map. This Application is for _____ poles. When approved by you, the Licensee's Equipment covered by this Application shall be a separate license incorporating by reference all of the terms and conditions of the License Agreement, including the terms below in the Permission for Pole Attachment section.

DATED _____, 20____

LICENSEE SIGNATURE _____
TITLE _____

APPLICATION ROUTING FOR ATTACHMENT REVIEW:

Application forwarded to: _____ Date: _____ SDG&E Re-Arrangement Work Required: YES (See Reverse) No

Assigned to: _____ Date: _____

Attachment Review Approval: _____ Date: _____

Routing completed by: _____ (Forward to Distribution Asset Management, CP-51D for final application approval)

PERMISSION FOR POLE ATTACHMENT

POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction Engineering Contact: _____

Application No. _____

Phone No.: _____

DPSS No. _____

Includes: Work Ready Form, Drawing _____

Thomas Brothers _____

DFIS Map# _____

(*Licensee must identify removals.)

By Licensee _____

| | Pole Stub # | Location | SDG&E Work Required |
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POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction Engineering Contact: _____

Application No. _____

Phone No.: _____

DPSS No. _____

Includes: Work Ready Form, Drawing _____

Thomas Brothers _____

DFIS Map# _____

(*Licensee must identify removals.)

By Licensee

| | Pole Stub # | Location | SDG&E Work Required |
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STATE OF CALIFORNIA

Edmund G. Brown Jr., *Governor*

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



February 23, 2011

Advice Letter 2225-E

Clay Faber, Director
Regulatory Affairs
San Diego Gas and Electric
8330 Century Park Court, CP32C
San Diego, CA 92123-1548

Subject: Submittal of SDG&E Settlement Agreement and Mutual Release

Dear Mr. Faber:

Advice Letter 2225-E is effective February 20, 2011.

Sincerely,

A handwritten signature in blue ink that reads "Julie A. Fitch".

Julie A. Fitch, Director
Energy Division



Clay Faber
Director – Regulatory Affairs
8330 Century Park Court
San Diego, CA 92123-1548

Tel: 858-654-3563
Fax: 858.654.1788
cfaber@SempraUtilities.com

January 21, 2011

ADVICE LETTER 2225-E
(U902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

SUBJECT: SUBMITTAL OF SDG&E SETTLEMENT AGREEMENT AND MUTUAL RELEASE

PURPOSE

San Diego Gas & Electric Company ("SDG&E") hereby submits, in accordance with the provisions of Section 7 of General Order 96-B and Energy Industry Rule 5.1(4), the attached executed settlement agreement ("Agreement") (Attachment B) between SDG&E and California Cable and Telecommunications Association ("CCTA"), Coxcom, Inc. (doing business as Cox Communications), Time Warner Cable LLC, and Cable USA (collectively, the "Named Members").¹ As explained in greater detail below, this Agreement is consistent with Commission Decision (D.) 98-10-058 and its direction that such agreements (specifically, agreements regarding pole attachment rates and other related terms and conditions) be filed pursuant to GO 96-B. SDG&E's Electric List of Contracts and Deviations is being revised accordingly, as shown on Attachment A.

BACKGROUND

On October 22, 1998, the Commission issued D.98-10-058, which adopted rules that govern the access of telecommunications carriers and cable television companies to public utility rights-of-way and support structures. Among the rules adopted in D.98-10-058, is the provision allowing utilities, telecommunications companies and cable operators to negotiate the price for access to utility rights-of-way and support structures.² If such negotiations are unsuccessful, D.98-10-058 provides that the "Commission shall establish and enforce" the rates.³ Here, initially, SDG&E and the Named Members were unable to negotiate the rates, and this resulted in CCTA filing a complaint (C.10-03-005) with the Commission to resolve the rate issue. During the litigation of this complaint, the parties re-opened their negotiations and were ultimately able to reach resolution, as reflected in the attached Agreement. Specifically, the rates to be charged for

¹ These Named Members are third parties interested in the relief sought in this advice letter.

² See D.98-10-058, Appendix A, Section VI, A, 1 ("A utility shall have the ability to negotiate with a telecommunications carrier or cable TV company the prices for access to its rights of way and support structures.").

³ See D.98-10-058, Appendix A, Section VI, B, 1.

each SDG&E distribution pole with Named Members equipment attached for the years 2009 through 2016 are set forth on Attachment B (“Schedule of Distribution Pole Attachment Rates”) of the Agreement. The Named Members and SDG&E have agreed that these rates reflect a good faith effort to resolve their differences regarding the rates and that the multi-year structure will allow the parties to avoid further time-consuming and costly litigation (see Paragraph 8 of the Agreement).

Consistent with the direction in D.98-10-058, Appendix A, Section VI, C, Paragraph 3 of the Agreement provides that SDG&E shall file the Agreement pursuant to GO 96-B so as to make it available for full public inspection and to extend it on a nondiscriminatory basis to all other similarly situated telecommunications carriers or cable TV companies. Pursuant to Paragraph 4 of the Agreement, CCTA shall withdraw its complaint within 10 business days after the date when this Tier 1 advice letter becomes effective without modification.

EFFECTIVE DATE

SDG&E believes this filing is subject to Energy Division disposition and should be classified as Tier 1 (effective pending disposition) pursuant to GO 96-B. SDG&E respectfully requests that the Agreement (Attachment B) be approved effective February 20, 2011—30 days from the date filed, in accordance with GO 96-B and Paragraph 3 of the Agreement.

PROTEST

Anyone may protest this Advice Letter to the California Public Utilities Commission. The protest must state the grounds upon which it is based, including such items as financial and service impact, and should be submitted expeditiously. The protest must be made in writing and must be received within 20 days of the date this Advice Letter was filed with the Commission, or February 10, 2011. There is no restriction on who may file a protest. The address for mailing or delivering a protest to the Commission is:

CPUC Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

Copies of the protest should also be sent via e-mail to the attention of both Honesto Gatchalian (ijnj@cpuc.ca.gov) and Maria Salinas (mas@cpuc.ca.gov) of the Energy Division. A copy of the protest should also be sent via both e-mail and facsimile to the address shown below on the same date it is mailed or delivered to the Commission.

Attn: Megan Caulson
Regulatory Tariff Manager
8330 Century Park Court, Room 32C
San Diego, CA 92123-1548
Facsimile No. (858) 654-1788
E-mail: MCAulson@semprautilities.com

NOTICE

A copy of this filing has been served on the utilities and interested parties shown on the attached list by either providing them a copy electronically or by mailing them a copy hereof, properly stamped and addressed.

Address changes should be directed to SDG&E Tariffs by facsimile at (858) 654-1788 or by e-mail at SDG&ETariffs@semprautilities.com.

CLAY FABER
Director – Regulatory Affairs

cc: Karl Bemesderfer, CPUC Administrative Law Judge
Lesla Lehtonen, California Cable and Telecommunications Association (CCTA)
Gardner Gillespie, Attorney for CCTA
E. Gil Rapley, Coxcom, Inc.
Sandra Sigmund, Coxcom, Inc.
Deborah Picciolo, Time Warner Cable
Cable USA, Inc.
Orlie Baird, AT&T
Dave Geier, SDG&E
John Pacheco, SDG&E

Attachments

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SAN DIEGO GAS & ELECTRIC (U 902)**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Megan Caulson

Phone #: (858) 654-1748

E-mail: mcaulson@semprautilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 2225-E

Subject of AL: Submittal of SDG&E Settlement Agreement and Mutual Release

Keywords (choose from CPUC listing): Agreements

AL filing type: Monthly Quarterly Annual One-Time Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

D.98-10-058

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL N/A

Summarize differences between the AL and the prior withdrawn or rejected AL¹: N/A

Does AL request confidential treatment? If so, provide explanation:

Resolution Required? Yes No

Tier Designation: 1 2 3

Requested effective date: 2/24/2011

No. of tariff sheets: 3

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Listing of Contracts and Deviations, TOC

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets:

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

mas@cpuc.ca.gov and jnj@cpuc.ca.gov

San Diego Gas & Electric

Attention: Megan Caulson

8330 Century Park Ct, Room 32C

San Diego, CA 92123

mcaulson@semprautilities.com

¹ Discuss in AL if more space is needed.

General Order No. 96-B
ADVICE LETTER FILING MAILING LIST

cc: (w/enclosures)

Public Utilities Commission

DRA

D. Appling
S. Cauchois
J. Greig
R. Pocta
W. Scott

Energy Division

P. Clanon
S. Gallagher
H. Gatchalian
D. Lafrenz
M. Salinas

CA. Energy Commission

F. DeLeon
R. Tavares

Alcantar & Kahl LLP

K. Harteloo

American Energy Institute

C. King

APS Energy Services

J. Schenk

BP Energy Company

J. Zaiontz

Barkovich & Yap, Inc.

B. Barkovich

Bartle Wells Associates

R. Schmidt

Braun & Blaising, P.C.

S. Blaising

California Energy Markets

S. O'Donnell
C. Sweet

California Farm Bureau Federation

K. Mills

California Wind Energy

N. Rader

CCSE

S. Freedman
J. Porter

Children's Hospital & Health Center

T. Jacoby

City of Chula Vista

M. Meacham
E. Hull

City of Poway

R. Willcox

City of San Diego

J. Cervantes
G. Lonergan
M. Valerio

Commerce Energy Group

V. Gan

Constellation New Energy

W. Chen

CP Kelco

A. Friedl

Davis Wright Tremaine, LLP

E. O'Neill
J. Pau

Dept. of General Services

H. Nanjo
M. Clark

Douglass & Liddell

D. Douglass
D. Liddell
G. Klatt

Duke Energy North America

M. Gillette

Dynegy, Inc.

J. Paul

Ellison Schneider & Harris LLP

E. Janssen

Energy Policy Initiatives Center (USD)

S. Anders

Energy Price Solutions

A. Scott

Energy Strategies, Inc.

K. Campbell
M. Scanlan

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg
J. Heather Patrick
J. Squeri

Goodrich Aerostructures Group

M. Harrington

Hanna and Morton LLP

N. Pedersen

Itsa-North America

L. Belew

J.B.S. Energy

J. Nahigian

Luce, Forward, Hamilton & Scripps LLP

J. Leslie

Manatt, Phelps & Phillips LLP

D. Huard
R. Keen

Matthew V. Brady & Associates

M. Brady

Modesto Irrigation District

C. Mayer

Morrison & Foerster LLP

P. Hanschen

MRW & Associates

D. Richardson

OnGrid Solar

Andy Black

Pacific Gas & Electric Co.

J. Clark
M. Huffman
S. Lawrie
E. Lucha

Pacific Utility Audit, Inc.

E. Kelly

R. W. Beck, Inc.

C. Elder

School Project for Utility Rate
Reduction

M. Rochman
Shute, Mihaly & Weinberger LLP

O. Armi

Solar Turbines

F. Chiang

Sutherland Asbill & Brennan LLP

K. McCrea

Southern California Edison Co.

M. Alexander
K. Cini
K. Gansecki
H. Romero

TransCanada

R. Hunter

D. White

TURN

M. Florio
M. Hawiger

UCAN

M. Shames

U.S. Dept. of the Navy

K. Davoodi

N. Furuta

L. DeLacruz

Utility Specialists, Southwest, Inc.

D. Koser

Western Manufactured Housing

Communities Association

S. Dey

White & Case LLP

L. Cottle

ATTACHMENT A
ADVICE LETTER 2225-E

| Cal. P.U.C. Sheet No. | Title of Sheet | Canceling Cal. P.U.C. Sheet No. |
|--------------------------|--|------------------------------------|
| Revised 22216-E | LIST OF CONTRACTS AND DEVIATIONS, Sheet 22 | Revised 22020-E |
| Revised 22217-E | TABLE OF CONTENTS, Sheet 1 | Revised 22213-E |
| Revised 22218-E | TABLE OF CONTENTS, Sheet 6 | Revised 22209-E |



LIST OF CONTRACTS AND DEVIATIONS

Sheet 22

| <u>Name and Location of Customer</u> | <u>Type or Class of Service</u> | <u>Execution and Expiration Dates</u> | <u>Commission Authorization Number & Date</u> | <u>Most Comparable Regular Tariff/Rule Schedule Number</u> | <u>Contract Differences</u> |
|--|---------------------------------|---|---|--|--|
| Viejas Band of Kumeyaay Indians, Special Contract #281 | Commercial | 12/18/07 20 years (10/1/08 through 9/30/2028 Amended 8/26/2010 | GO 96-B, X.B, Section 8.2.3 | AL-TOU | Includes administrative fee for incremental operational and settlement tasks |
| Poseidon Resources, LLC, Special Contract #290 | Commercial | 10/1/2009 | GO 96-B, Rule 8.5.6 | Electric Rules 15 & 16 | Includes special allowance structure and payment schedule |
| San Diego Unified Port District, Special Contract #295 | Commercial | 12/14/2009 | GO 96-B, Rule 8.5.6 | Electric Rule 15 | Includes special allowance structure |
| California Cable and Telecommunications Association ("CCTA"), Coxcom, Inc. d/b/a Cox Communications, Time Warner Cable LLC, Cable USA, Inc. #300 | Commercial | 1/12/2011 5 years (through 2016) | GO 96-B D.98-10-058 | A | Includes Settlement agreement; Access to SDG&E overhead distribution poles |

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22H7

Advice Ltr. No. 2225-E

Decision No. _____

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Jan 21, 2011

Effective Feb 20, 2011

Resolution No. _____



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Sheet 1

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Advice Ltr. No. 2225-E

Decision No. _____

Issued by
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Senior Vice President
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Date Filed Jan 21, 2011

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Advice Ltr. No. 2225-E
Decision No. _____

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Jan 21, 2011
Effective Feb 20, 2011
Resolution No. _____

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San Diego Gas & Electric Advice Letter 2225-E
January 21, 2011

Attachment B
Settlement Agreement and Mutual Release

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered into by and between the California Cable and Telecommunications Association ("CCTA"), Coxcom, Inc. d/b/a Cox Communications, Time Warner Cable LLC, Cable USA, Inc. (collectively, the "Named Members"), and San Diego Gas & Electric Company ("SDG&E", and together with CCTA and the Named Members, collectively, the "Parties") and is effective as of the date of the last signature affixed below (the "Effective Date").

WHEREAS, each of the Named Members has executed an agreement for access to SDG&E's overhead distribution poles ("Pole Attachment License Agreement") with SDG&E which grant such Named Members a license to attach certain equipment (as and to the extent covered by each Named Party's specific Pole Attachment License Agreement, the "Equipment") to SDG&E's overhead distribution poles;

WHEREAS, CCTA has filed a Complaint (the "Complaint") with the California Public Utilities Commission ("CPUC") against SDG&E, which is styled California Cable and Telecommunications Association v. San Diego Gas & Electric Company, Case No. C-10-03-005, regarding the distribution pole attachment rates ("Rates") charged by SDG&E as further described in such Complaint (hereinafter, "the Dispute");

WHEREAS, the Parties wish to dismiss, with prejudice, all claims that they have asserted against one another in the Complaint and with respect to the

Dispute, and to avoid the expense, inconvenience and distraction of protracted litigation, without any admission of liability whatsoever by any of them as to the validity, force or effect of any of the claims referred to therein; and

WHEREAS, the Parties have agreed to fully and completely settle and resolve the Complaint and the Dispute between and among them regarding the issues raised in the Complaint on the terms and conditions set forth below.

NOW THEREFORE, in consideration of the premises, mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the validity, sufficiency and receipt of which are hereby acknowledged, the Parties hereby STIPULATE AND AGREE as follows:

1. Effective Date. This Agreement shall be effective as of the date of the last signature affixed below.
2. Commission Jurisdiction. This Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. However, all Parties agree that they will take reasonable actions in support of the Agreement. Upon any modification by the CPUC of the Settled Rates set forth in this Agreement, any Party may immediately terminate the Agreement and/or contest such action by the CPUC.

3. Filing of this Agreement with the CPUC. Within 10 business days of the execution of this Agreement, pursuant to the CPUC's General Order 96-B ("GO 96-B"), SDG&E shall file it with the CPUC as a Tier 1 (effective pending disposition) advice letter, which shall specify that the advice letter shall become effective 30 days after it is filed.

4. Withdrawal of Complaint. CCTA shall withdraw the Complaint within 10 business days after the date when the Tier 1 advice letter filed pursuant to Paragraph 3 becomes effective without modification. If, for any reason, the advice letter does not become effective without modification within 30 days after it is filed, CCTA shall not be obligated under this Agreement to withdraw its Complaint until 10 business days after a final and non-appealable disposition, order, resolution, or decision is issued by the CPUC, including its Energy Division, approving the Agreement with no required modifications or conditions. Should the CPUC or its Energy Division approve a settlement of the Dispute that is subject to modifications or conditions, the Parties agree to meet and confer in good faith concerning whether such modifications or conditions are acceptable. If, for any reason, the advice letter does not become effective within 30 days after it is filed, SDG&E shall charge, and the Named Members shall pay, consistent with the terms of this Agreement, the Settled Rates as described in Paragraph 6, subject to any contrary disposition, order, resolution, or decision of the CPUC or its Energy Division.

5. Joinder of New Named Members. Commencing as of the Effective Date until December 31, 2016 (unless earlier terminated by mutual agreement of the Parties or by operation of law) (the "Settled Rate Term"), CCTA shall cause all of its present and future members who have (or intend to have) Equipment attached to SDG&E's distribution poles in SDG&E's service territory (including without limitation portions of Orange County, California) and who are not at that time Named Members under this Agreement to execute joinder agreements in the form of Attachment A attached to this Agreement whereby such members agree to abide by the terms and conditions of this Agreement as "Named Members" under this Agreement.

6. Settlement of Rates. The Rates to be charged by SDG&E for each SDG&E distribution pole to which Named Members have Equipment attached for the years 2009 through 2016 shall be as set forth on Attachment B ("Settled Rates"). For each year reflected on Attachment B, SDG&E agrees to charge Rates no more than the amount of Settled Rates set forth in Attachment B for such year, and each Named Member agrees to pay such Settled Rates to the extent such Settled Rates have not already been paid.

7. Settlement of Rate Accrual Period. When the Attachment B years begin and end may vary according to the specifics of each Named Member's Pole Attachment License Agreements. Moreover some Named Members pay in advance of their effective year while others pay in arrears

according to their Pole Attachment License Agreements. To reconcile these differences, commencing (and including) the year 2011, the Named Members agree to pay the Settled Rates in advance and on a calendar year basis. Accordingly, invoices to the Named Members for Settled Rates applicable for the years 2011 through 2016 shall be issued by SDG&E in February of each such calendar year, and payment of such Settled Rates shall be due for the entire calendar year within 60 days of the date of the invoice. For example, invoices to the Named Members for Settled Rates for the 2012 calendar year will be issued by SDG&E in February of 2012 at the \$13.30 rate, and payment will be due within 60 days of the date of the invoice.

8. Good Faith Settlement. The Parties agree that the Settled Rates set forth in Attachment B are a good faith effort to resolve their differences regarding SDG&E's Rates and that the multi-year structure will allow the Parties to avoid, over the Settled Rate Term, similar time-consuming and costly disputes. The Settled Rates are also consistent with the rules adopted by the CPUC in Decision ("D.") 98-10-058 allowing utilities, telecommunications companies and cable operators to negotiate the price for access to utility rights-of-way and support structures. The Parties also agree that the Agreement, including the Settled Rates, is not discriminatory because SDG&E agrees to make the Settled Rates available to other similarly situated telecommunications and cable television companies.

9. Further Assurances and Support of the Agreement. The Parties agree to fully support this Agreement in any administrative or judicial proceeding in which the Agreement is considered and to prepare and file such documents as are reasonably necessary in support of the Agreement.

10. Rates Following Settled Rate Term. Following the expiration of the Settled Rate Term, the Rates payable by each Named Member under such Named Member's Pole Attachment License Agreements shall be as negotiated between SDG&E and such Named Member or, if SDG&E and such Named Member are unable to come to agreement on the amount of the Rates, such Rates shall be based on the statutory formula set forth in California Public Utilities Code Section 767.5 (or, if such California Public Utilities Code Section is repealed, the standards applied by the CPUC or as otherwise provided by applicable law). Nothing in this Agreement shall be deemed to waive any right that any Party may have to raise a dispute before any court or regulatory agency about the appropriate Rate following the expiration of this Agreement.

11. Rate Calculation Meetings. At least once each year during the Settled Rate Term, SDG&E and CCTA will meet to discuss SDG&E's system for accounting for distribution pole investment and depreciation as they relate to the formula that the CPUC applies to determine the appropriate rate for attachment to utility distribution poles. In such discussions, SDG&E and CCTA will discuss the following: (i) how SDG&E

determines, records and allocates to different asset accounts the costs incurred in construction activities; (ii) how it determines and allocates to different asset accounts general and common costs for construction projects; (iii) how it determines, records and allocates to different asset accounts and distribution pole sizes and vintages removal costs; and (iv) how it determines, records and allocates to different distribution pole sizes and vintages depreciation for utility distribution poles.

12. Rates for 2017. At or around the beginning of January 2015, the Parties shall commence good faith discussions to develop the Rate structure for 2017, which discussions may include attachment rates, construction trends, current actual costs, current wage and cost of living trends, status of representative cost indices and other economic indicators, and other cost and accounting topics. With respect to invoices after 2016, they will continue to be issued by SDG&E in February for the entire calendar year.

13. Amendment of Pole Attachment License Agreements. To the extent any Pole Attachment License Agreement of a Named Member is inconsistent with the payment terms described in Paragraphs 6, 7, and 10 above, this Agreement shall constitute an amendment to such Pole Attachment License Agreement. Other terms and conditions of the Pole Attachment License Agreements are not affected by this Agreement.

14. No Inconsistent Rate Tariff. SDG&E expressly agrees that during the Settled Rate Term, it will not publish any tariff for Rates specifying rates higher than the applicable Settled Rate set forth in Attachment B that is applicable to the particular Named Member. If SDG&E does publish such higher Rates, SDG&E hereby agrees that such publication shall constitute a violation of this Agreement. The Parties agree that the measure of damages for such a violation shall be the difference between such published Rates and the Settled Rates. Notwithstanding the foregoing, if SDG&E is required by a change in the law or legal decision, resolution or order (including decisions, resolutions or orders by a court or regulatory agency, including the CPUC) to charge Rates above the Settled Rates, then the Parties agree that this is not a violation of the Agreement, and SDG&E would not be liable for any damages, except that SDG&E shall not voluntarily apply any increase retroactively. Each of the Parties hereby agrees that it will not oppose intervention by any other Party in any such proceeding in which such a change is considered.

15. Waiver by CCTA and Named Members. From and after the Effective Date, each of CCTA and the Named Members, on behalf of itself and its predecessors, successors, divisions, committees, parents, subsidiaries and affiliates, and each of their respective employees, officers, directors, trustees, board members, members, partners, shareholders, agents, representatives and assigns, hereby waives any and all rights, claims, demands, and causes of action claiming either that

(a) the Rates paid by any Named Member to SDG&E prior to the Effective Date or (b) the Settled Rates are excessive or unlawful.

16. Waiver by SDG&E. From and after the Effective Date, SDG&E, on behalf of itself and its predecessors, successors, divisions, committees, parents, subsidiaries and affiliates, and each of their respective employees, officers, directors, trustees, board members, members, partners, shareholders, agents, representatives and assigns, hereby waives any and all rights, claims, demands and causes of action claiming either that (a) prior to the Effective Date, SDG&E was entitled to higher Rates from any Named Member than was paid by such Named Member, or (b) the Settled Rates are inadequate or unlawful.

17. No Claims for 2009 or 2010 Rates. It is understood that the Settled Rates set forth on Attachment B for the years 2009 and 2010 represent the Rates invoiced by SDG&E and paid by the listed Named Member for those years. Hence, consistent with each Party's respective waivers in Paragraphs 15 and 16, the Parties agree that no additional Rates shall be due from the Named Members in excess of the Settled Rates for the years 2009 and 2010, and that, likewise, no credit or reimbursement by SDG&E to the Named Members shall be required for any alleged overpayments of Rates for those years. It is also understood that the waivers in Paragraphs 15 and 16 cover any Rates paid by the Named Members for all periods prior to 2009.

18. Release by CCTA and Named Members. Except for the obligations created under this Agreement, from and after the withdrawal of the Complaint pursuant to Paragraph 4, each of CCTA and the Named Members, on behalf of itself and its predecessors, successors, divisions, committees, parents, subsidiaries and affiliates, and each of their respective employees, officers, directors, trustees, board members, members, partners, shareholders, agents, representatives and assigns, do hereby unconditionally, irrevocably and forever release and discharge SDG&E and its predecessors, successors, divisions, committees, parents, subsidiaries and affiliates, and each of their respective employees, officers, directors, trustees, board members, members, partners, shareholders, agents, representatives and assigns, from any and all claims, liabilities, lawsuits, obligations, demands, actions, causes of action, suits, debts, sums of money, damages, costs, expenses, attorneys' fees and remedies of any kind or nature whatsoever, known or unknown, accrued or unaccrued, now existing or hereinafter discovered, arising out of or relating to (a) the Dispute or (b) facts and circumstances arising out of the issues alleged in the Complaint relating to Rates paid by CCTA members to SDG&E for distribution pole attachments.

19. Release by SDG&E. Except for the obligations created under this Agreement, from and after the withdrawal of the Complaint pursuant to Paragraph 4, SDG&E, on behalf of itself and its predecessors, successors, divisions, committees, parents, subsidiaries and affiliates, and

each of their respective employees, officers, directors, trustees, board members, members, partners, shareholders, agents, representatives and assigns, does hereby unconditionally, irrevocably and forever release CCTA and each the Named Members, and their predecessors, successors, divisions, committees, parents, subsidiaries and affiliates, and each of their respective employees, officers, directors, trustees, board members, members, partners, shareholders, agents, representatives and assigns, from any and all claims, liabilities, lawsuits, obligations, demands, actions, causes of action, suits, debts, sums of money, damages, costs, expenses, attorneys' fees and remedies of any kind or nature whatsoever, known or unknown, accrued or unaccrued, now existing or hereinafter discovered arising out of or relating to (a) the Dispute or (b) facts and circumstances arising out of the issues alleged in the Complaint relating to the Rates charged by SDG&E to CCTA members for distribution pole attachments.

20. Waiver of CA Civil Code Section 1542. It is the intention of the Parties to be legally bound by the terms and conditions of this Agreement, and in furtherance of that intention, each Party expressly waives any and all rights and benefits conferred or which may be conferred upon it by the provisions of Section 1542 of the California Civil Code, and any similar law or laws of any state or territory of the United States or any other country in the world. Section 1542 reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

21. Further Assurances. The Parties agree to perform in good faith such acts and to prepare and execute such documents and stipulations as are reasonably required to perform the covenants and satisfy the provisions of this Agreement.

22. No Admission of Liability. Neither this Agreement nor any negotiations or proceedings connected with this Agreement shall be considered, offered, received as or deemed to be evidence of an admission or denial on the part of any Party hereto as to, or as evidence of, the truth or validity of any fact, allegation, claim, statement, culpability, liability or wrongdoing whatsoever, whether as alleged in connection with the Dispute, the Complaint or otherwise. The Parties have agreed to compromise and settle the claims asserted in the Complaint to avoid the expense and inconvenience that would be entailed in continuing such proceeding.

23. Parties to Bear Own Costs and Attorneys' Fees. Each Party to this Agreement will bear its own costs, expenses, and claims to interest and attorneys' fees, whether taxable or otherwise, incurred in or arising out of, or in any way connected with the matters which are referenced or covered

in the mutual releases referenced above or which were otherwise related to the subject of this Agreement.

24. Notices. Any notice, request, information or other document required to be provided hereunder shall be in writing and delivered personally or sent by certified mail or registered mail, postage prepaid, to the following addressees or to such other addressees as may from time to time be designated in writing by the applicable Party:

In the case of CCTA:

Lesla Lehtonen
California Cable and Telecommunications Association
1001 K Street
2nd Floor
Sacramento, CA 95814

In the case of Coxcom, Inc.:

E. Gil Rapley
VP, Operational Strategy
619-266-5011
gil.rapley@cox.com

Sandra Sigmund
Director, Corporate Compliance
404-269-2776
sandra.sigmund@cox.com

In the case of Time Warner Cable LLC:

Deborah Picciolo
Regional Vice President, Operations
West Region, Residential Services
Time Warner Cable
550 N. Continental Blvd.
El Segundo, CA 90245
310.647.5743
debi.picciolo@twcable.com

In the case of Cable USA, Inc.:

Antilles Wireless LLC- dba Cable USA, 2455 Stirrup Road, Borrego Springs, CA, 92004.

In the case of SDG&E:

David L. Geier
VP-Electric Operations
San Diego Gas & Electric Company
8330 Century Park Ct.
San Diego, CA 92123

With a copy to: John A. Pacheco
 Attorney for SDG&E
 101 Ash Street
 San Diego, CA 92101
 (619) 699-5130
 jpacheco@semprautilities.com

25. Modifications. The Parties cannot alter or modify this Agreement except by an instrument in writing executed by the Parties' duly authorized representatives.

26. Counterparts. This Agreement may be executed by facsimile or electronic means and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.

27. Interpretation. This Agreement shall be considered to have been prepared jointly by the Parties, and in any disputes in connection with this Agreement, shall not be construed against any Party based on authorship.

28. No Waiver for Failure to Act. The failure of any Party to this Agreement to insist upon strict performance of the terms and conditions in

this Agreement shall not constitute a waiver or relinquishment of that Party's right thereafter to enforce such terms or conditions.

29. Binding Nature. This Agreement shall be binding upon and inure to the benefit of, and shall be binding upon, the Parties, their parents, subsidiaries, members, shareholders, affiliates, divisions and departments, and each of the foregoing entities' principals, officers, directors, employees, representatives and agents, and all those acting under any of the foregoing persons' or entities' control, in concert with any of them or on any of their behalf, and each of their respective successors, heirs, permitted assigns, administrators, executors and legal representatives.

30. No Transfer of Claims. Each of the Parties represents and warrants that it has not assigned or transferred any cause of action, claim for relief or other matter released under this Agreement.

31. Due Authorization. Each person who executes this Agreement on behalf of any Party to this Agreement represents and warrants that he or she has been duly authorized by such Party to execute this Agreement.

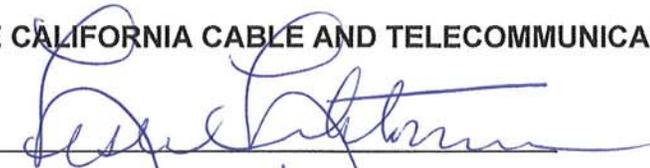
32. Severability. Any provision or obligation created by this Agreement which is determined to be invalid or in violation of law shall be unenforceable. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

33. Governing Law. This Agreement shall be construed under and governed by the laws of the State of California without giving effect to principles of conflict of law.

34. Integration. This Agreement contains the full and complete settlement reached by the Parties with respect to the Complaint and the Dispute and the matters contained therein, and merges all prior and contemporaneous discussions, writings, promises, undertakings, representations and communications between them respecting the settlement of the Complaint and the Dispute and the subject matter set forth herein.

IN WITNESS WHEREOF, each of the Parties has duly executed this Agreement, intending to be bound thereby, by affixing its signature and the date thereof below.

THE CALIFORNIA CABLE AND TELECOMMUNICATIONS ASSOCIATION

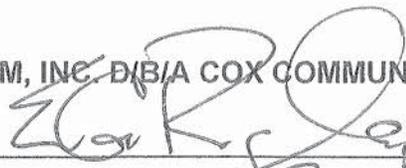
By: 

Name: LESLA LEHTONEN, U.P. LEGAL + REGULATORY AFFAIRS
CCTA

Its: ATTORNEY

Date: January 11, 2011

COXCOM, INC. D/B/A COX COMMUNICATIONS

By: 
Name: E GILBERT RAPLEY
Its: VP - Operation
Date: 1/11/11

TIME WARNER CABLE LLC

By: _____
Name: _____
Its: _____
Date: _____

CABLE USA, INC.

By: _____
Name: _____
Its: _____
Date: _____

SAN DIEGO GAS AND ELECTRIC COMPANY

By: 
Name: W. Davis Smith
Its: SVP & General Counsel
Date: 1/6/11

COXCOM, INC. D/B/A COX COMMUNICATIONS

By: _____

Name: _____

Its: _____

Date: _____

TIME WARNER CABLE LLC

By: Deborah Picciolo

Name: DEBORAH PICCIOLO

Its: Regional Vice President

Date: 1/11/11

CABLE USA, INC.

By: _____

Name: _____

Its: _____

Date: _____

SAN DIEGO GAS AND ELECTRIC COMPANY

By: W. Davis Smith

Name: W. Davis Smith

Its: SVP & General Counsel

Date: 1/6/11

COXCOM, INC. D/B/A COX COMMUNICATIONS

By: _____

Name: _____

Its: _____

Date: _____

TIME WARNER CABLE LLC

By: _____

Name: _____

Its: _____

Date: _____

CABLE USA, INC.

By: Amber Reineke

Name: Amber Reineke

Its: CFO

Date: 1/12/11

SAN DIEGO GAS AND ELECTRIC COMPANY

By: W. Davis Smith

Name: W. Davis Smith

Its: SVP & General Counsel

Date: 1/6/11

ATTACHMENT A

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT, dated _____, is delivered pursuant to the Settlement Agreement and Mutual Release, dated as of _____ (as may be amended, modified or supplemented from time to time, the "Settlement Agreement"), among San Diego Gas & Electric Company ("SDG&E"), The California Cable and Telecommunications Association ("CCTA"), Coxcom, Inc. d/b/a Cox Communications San Diego, Time Warner Cable LLC, Cable USA, Inc., and all other members of CCTA who have agreed to be joined as Named Members thereunder. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement.

SECTION 1. AGREEMENT TO BE JOINED. The undersigned hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the undersigned will be deemed to be a Named Member under the Settlement Agreement for all purposes of the Settlement Agreement, and shall have all of the rights and obligations of a Named Member thereunder as fully as if it had executed the Settlement Agreement. The undersigned hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Settlement Agreement.

SECTION 2. REPRESENTATIONS, WARRANTIES. The undersigned represents and warrants to SDG&E that the representations and warranties set forth in paragraphs 30 and 31 of the Settlement Agreement are true and correct representations and warranties of the undersigned as of the date hereof.

SECTION 3. NOTICES. The address for notices to be sent to the undersigned under the Settlement Agreement shall be as follows:

[INSERT NOTICE INFORMATION]

IN WITNESS WHEREOF, the undersigned and SDG&E have caused this Joinder Agreement to be duly executed and delivered by their respective duly authorized officers as of

_____.

[NAME OF ADDITIONAL NAMED MEMBER]

By: _____
Name: _____
Title: _____

SAN DIEGO GAS AND ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

ATTACHMENT B

SCHEDULE OF DISTRIBUTION POLE ATTACHMENT RATES

| Attachment Rate | Calendar Year |
|--|---------------|
| Cox: \$11.54 TWC: \$5.86 Cable USA: \$11.54 | For 2009 |
| Cox: \$11.54 TWC: \$5.86 Cable USA: \$11.54 | For 2010 |
| Cox: \$11.54 TWC: 11.54 Cable USA: \$11.54 | For 2011 |
| Cox: \$13.30 TWC: \$13.30 Cable USA: \$13.30 | For 2012 |
| Cox: \$14.00 TWC: \$14.00 Cable USA: \$14.00 | For 2013 |
| Cox: \$14.75 TWC: \$14.75 Cable USA: \$14.75 | For 2014 |
| Cox: \$15.50 TWC: \$15.50 Cable USA: \$15.50 | For 2015 |
| Cox: \$16.35 TWC: \$16.35 Cable USA: \$16.35 | For 2016 |



Clay Faber - Director
Regulatory Affairs
8330 Century Park Court
San Diego, CA 92123-1548

Tel: 858.654.3563
Fax: 858.654.1788
cfaber@semprautilities.com

October 20, 2014

ADVICE LETTER 2660-E
(U902-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

**SUBJECT: INFORMATIONAL ADVICE LETTER -- CONTRACT INFORMATION FOR
ACCESS TO SUPPORT STRUCTURES PURSUANT TO DECISION (D) 98-
10-058, APPENDIX A, RULE VI**

San Diego Gas & Electric Company (SDG&E) hereby submits for approval the following revisions to its gas and electric tariffs as shown in the enclosed Attachments A-F.

PURPOSE

SDG&E hereby submits to the California Public Utilities Commission (Commission), for informational purposes, the attached executed joint pole agreements in accordance with Commission Decision (D.) 98-10-058, dated October 22, 1998, in OIR 95-04-043 and OII 95-04-044, Rule VI, (at Appendix A) and D.00-03-055 which modified D.98-10-058.

SDG&E has filed several Advice Letters (AL) for access to support structures since D.98-10-058 was issued¹. Additionally, on January 21, 2011 SDG&E filed AL 2225-E², to submit an executed settlement agreement between SDG&E and several cable/telecommunications companies. As a result of a recent contract review, SDG&E herein submits eight additional contracts (included as Attachments A - H) with telecommunications carriers and cable television companies since the issuance of D.98-10-058.

BACKGROUND

On October 22, 1998, the Commission issued D.98-10-058, which contained rules that govern the access of telecommunications carriers and cable television companies to public utility rights-of-way and support structures. The rules, as stated in Rule 1 A, are to be applied as guidelines by parties in negotiating rights-of-way access agreements with SDG&E.

¹ Advice Letters 1280-E (filed 12/20/2000), 1537-E (filed 11/3/2003), 1697-E (filed 5/25/2005), 1782-E (filed 3/4/2006) and 1815-E (8/1/2006).

² AL 2225-E approved via disposition letter February 23, 2011.

In accordance with General Order 96-B and D.98-10-058, Appendix A, Rule VI, Section C "Contracts", the Commission ordered utilities, including SDG&E, to file signed copies of its executed joint pole agreements with any telecommunications carriers, or cable TV companies. Copies of these agreements are attached hereto and are being extended on a nondiscriminatory basis to all other similarly situated telecommunications carriers or cable TV companies.

Pursuant to Rule VI of D.98-10-058, SDG&E is filing the following negotiated license agreements:

| Company | Date | Attachment |
|---|-------------|-------------------|
| XO Communications | 9/24/1998 | A |
| Pacific Bell Wireless (T-Mobile CA/NV, LLC) | 7/6/2000 | B |
| Sprint PCS Assets LLC - Wire Facilities | 12/26/2003 | C |
| MCI Metro Access Transmission Services, LLC | 6/12/2006 | D |
| Sunesys | 6/8/2007 | E |
| Level 3 | 8/16/2010 | F |
| Freedom Communications | 8/16/2010 | G |
| Orion Cablesystems | 12/17/2012 | H |

This filing will have no impact on CPUC jurisdictional rates, does not conflict with any rate schedules or any other rules, or cause the withdrawal of service.

EFFECTIVE DATE

SDG&E believes this Advice Letter is subject to Energy Division disposition and should be classified as Tier 1 (effective pending disposition) pursuant to GO 96-B. This filing is pursuant to D.98-10-058 and therefore SDG&E requests this advice letter become effective October 20, 2014, the date filed.

PROTEST

In accordance with GO 96-B Section 6.2, this information-only filing is not subject to protest.

NOTICE

A copy of this filing has been served on the utilities and interested parties shown on the attached list, including R.14-05-001 by either providing them a copy electronically or by mailing them a copy hereof, properly stamped and addressed.

Address changes should be directed to SDG&E Tariffs by facsimile at (858) 654-1879 or by e-mail at SDG&ETariffs@semprautilities.com.

CLAY FABER
Director – Regulatory Affairs

Attachments

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **SAN DIEGO GAS & ELECTRIC (U 902)**

Utility type:

ELC

GAS

PLC

HEAT

WATER

Contact Person: Megan Caulson

Phone #: (858) 654-1748

E-mail: mcaulson@semprautilities.com

EXPLANATION OF UTILITY TYPE

ELC = Electric

GAS = Gas

PLC = Pipeline

HEAT = Heat

WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 2660-E

Subject of AL:) Informational Advice Letter -- Contract Information For Access To Support Structures

Pursuant to Decision (D) 98-10-058, Appendix A, Rule VI

Keywords (choose from CPUC listing): Contracts

AL filing type: Monthly Quarterly Annual One-Time Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

D.98-10-058

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL

Summarize differences between the AL and the prior withdrawn or rejected AL¹: N/A

Does AL request confidential treatment? If so, provide explanation:

Resolution Required? Yes No

Tier Designation: 1 2 3

Requested effective date: 10/20/2014

No. of tariff sheets: 0

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed¹: N/A

Pending advice letters that revise the same tariff sheets: N/A

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division

Attention: Tariff Unit

505 Van Ness Ave.,

San Francisco, CA 94102

EDTariffUnit@cpuc.ca.gov

San Diego Gas & Electric

Attention: Megan Caulson

8330 Century Park Ct, Room 32C

San Diego, CA 92123

mcaulson@semprautilities.com

¹ Discuss in AL if more space is needed.

General Order No. 96-B
ADVICE LETTER FILING MAILING LIST

cc: (w/enclosures)

Public Utilities Commission

DRA

S. Cauchois
R. Pocta
W. Scott

Energy Division

P. Clanon
S. Gallagher
D. Lafrenz
M. Salinas

CA. Energy Commission

F. DeLeon
R. Tavares

Alcantar & Kahl LLP

K. Cameron

American Energy Institute

C. King

APS Energy Services

J. Schenk

BP Energy Company

J. Zaiontz

Barkovich & Yap, Inc.

B. Barkovich

Bartle Wells Associates

R. Schmidt

Braun & Blaising, P.C.

S. Blaising

California Energy Markets

S. O'Donnell
C. Sweet

California Farm Bureau Federation

K. Mills

California Wind Energy

N. Rader

Children's Hospital & Health Center

T. Jacoby

City of Poway

R. Willcox

City of San Diego

J. Cervantes
G. Lonergan
M. Valerio

Commerce Energy Group

V. Gan

CP Kelco

A. Friedl

Davis Wright Tremaine, LLP

E. O'Neill
J. Pau

Dept. of General Services

H. Nanjo
M. Clark

Douglass & Liddell

D. Douglass
D. Liddell
G. Klatt

Duke Energy North America

M. Gillette

Dynegy, Inc.

J. Paul

Ellison Schneider & Harris LLP

E. Janssen

Energy Policy Initiatives Center (USD)

S. Anders

Energy Price Solutions

A. Scott

Energy Strategies, Inc.

K. Campbell
M. Scanlan

Goodin, MacBride, Squeri, Ritchie & Day

B. Cragg
J. Heather Patrick

J. Squeri

Goodrich Aerostructures Group

M. Harrington

Hanna and Morton LLP

N. Pedersen

Itsa-North America

L. Belew

J.B.S. Energy

J. Nahigian

Luce, Forward, Hamilton & Scripps LLP

J. Leslie

Manatt, Phelps & Phillips LLP

D. Huard
R. Keen

Matthew V. Brady & Associates

M. Brady

Modesto Irrigation District

C. Mayer

Morrison & Foerster LLP

P. Hanschen

MRW & Associates

D. Richardson

Pacific Gas & Electric Co.

J. Clark
M. Huffman
S. Lawrie

E. Lucha

Pacific Utility Audit, Inc.

E. Kelly

San Diego Regional Energy Office

S. Freedman
J. Porter

School Project for Utility Rate Reduction

M. Rochman

Shute, Mihaly & Weinberger LLP

O. Armi

Solar Turbines

F. Chiang

Sutherland Asbill & Brennan LLP

K. McCrea

Southern California Edison Co.

M. Alexander
K. Cini
K. Gansecki

H. Romero

TransCanada

R. Hunter
D. White

TURN

M. Hawiger

UCAN

D. Kelly

U.S. Dept. of the Navy

K. Davoodi
N. Furuta
L. DeLacruz

Utility Specialists, Southwest, Inc.

D. Koser

Western Manufactured Housing

Communities Association

S. Dey

White & Case LLP

L. Cottle

Interested Parties

R.14-05-001

Attachment A
SDG&E Advice Letter 2660-E
XO Communications

LICENSE AGREEMENT (COMMUNICATION SIGNALS)

NEXLINK (NOW XO COMMUNICATIONS)

HARDWIRE CABLES

WIRELESS ANTENNA

DISTRIBUTION AND TRANSMISSION POLES

9/24/98

LICENSE AGREEMENT

(Pole Attachment - Communication Signals)

THIS LICENSEE AGREEMENT (Agreement), made this 24th day of September, 1998, between SAN DIEGO GAS & ELECTRIC, a corporation (hereinafter referred to as "SDG&E" or "Licensor") and ~~NEXTLINK CA, L.L.C,~~, a California corporation (hereinafter referred to as the "Licensee") is for the purpose of setting forth the terms and conditions that shall govern Licensee's use of any and all poles (includes "stubs") owned by SDG&E, but does not provide approval for any attachments. This Agreement supersedes any other agreement or agreements between SDG&E and Licensee for pole attachments and applies to all present and future attachments of Licensee's equipment as hereinafter defined and is effective from and after the above date.

1. Licensee's use of SDG&E poles shall be confined to supporting those cables and wires together with associated messenger cables, guy wires, anchors and other appurtenances (all hereinafter called "equipment") for which SDG&E gives Licensee prior written permission to install pursuant to this Agreement. Said equipment shall be used only for: 1. Audio signals - transmission and reception of radio frequency signals and 2. Communications - transmission of communication or audio signals. Any and all of said equipment shall be located only on that portion of SDG&E poles used for communication facilities and not on that portion used for electrical transmission or distribution. SDG&E hereby grants to Licensee rights of ingress and egress to and from each of the poles covered by this Agreement to the extent permissible.

2. Whenever Licensee shall desire to place equipment upon any of SDG&E poles, it shall make written application for permission to do so, in the number of copies and in the form from time to time prescribed by SDG&E. If said application is approved by SDG&E in its sole (and absolute) discretion, permission to place the equipment described in said application upon the pole or poles therein identified within the time specified therein shall be granted by SDG&E by delivery to Licensee of one copy of said application signed by SDG&E's Planning Manager or other employee designated by SDG&E, in the place provided thereon.

Final.FDM

3. Upon receiving said signed copy of said application, but not before, and upon payment of the sums required as specified herein, Licensee shall have the permission to install, replace, maintain and use its equipment described in said application upon the pole(s) identified therein, provided, however, that before commencing any such installation Licensee shall notify SDG&E Construction Department of the specific time it proposes to do said work sufficiently in advance thereof so that SDG&E may, at its option, and at the expense of Licensee, arrange to have its representative present when such work is performed. SDG&E, at its option, and at the expense of Licensee, may elect to inspect the final construction after completion, in lieu of during the work.

Licensee shall not have permission to place any additional equipment upon any pole used by it or change the position of any equipment attached to any pole without SDG&E's prior written approval. Requests to place additional equipment on a pole, previously approved for an attachment by SDG&E, will be accomplished by written application in conformance with all provisions of this agreement addressing new attachment requests. The non-refundable fee for this process shall be 10% of the pole attachment fee identified in paragraph 4(b) below, per pole on the application.

4. (a) Licensee shall pay an annual "License Agreement" administration fee equal to 75% of one unit pole attachment fee defined in 4(b) below (example - The total annual 1993 administration fee would be \$309.48).

(b) Upon approval to attach to a pole, Licensee shall pay SDG&E an attachment fee. Except as otherwise provided herein, approval of Licensee's application and acceptance of the fee by SDG&E shall entitle Licensee to use that pole, for the approved attachment, for the remainder of the life of that specific pole. Licensee shall pay an attachment fee for all poles used, regardless of age, size, attachment type or duration.

The attachment fee shall be derived by the formula shown in Attachment 1 hereto and incorporated herein. The attachment fee shall be updated by SDG&E at its discretion, annually as of February 1, by using the current cost data and the formula shown in Attachment 1.

5. Licensee shall be solely responsible for obtaining attachment authorization. Upon written request of SDG&E, Licensee shall provide evidence of attachment approval for any SDG&E pole on which Licensee has an attachment. If Licensee can't provide evidence of attachment authorization, Licensee shall pay to SDG&E ~~triple the then current attachment fee, defined in 4(b) above, and~~ if all other requirements of this agreement are in compliance, SDG&E will provide evidence of authorization to the Licensee.

6. (a) If in the sole judgement of SDG&E, the accommodation of any of Licensee's equipment necessitates the rearrangement of facilities on an existing pole or the replacement of an existing pole to provide adequate pole space, the Licensee will pay in advance and in addition to any other fees required by paragraph 4 above, a fee equal to 50% of the per pole attachment fee defined in 4(b) above for each pole identified as requiring rearrangement or replacement. The said fee shall be for engineering and estimating the rearrangement and/or replacement of facilities to allow for Licensee's attachments. In addition, Licensee shall pay the actual cost incurred by SDG&E for such rearrangements and/or replacements as are applicable to and necessitated by Licensee's equipment except that Licensee shall receive a credit equal to the amount of the engineering fee toward the actual cost of the rearrangement or replacement of facilities if approved for construction by SDG&E. Should Licensee decide not to proceed with all or any part of the requested attachment, the per pole engineering fee will be retained by SDG&E.

(b) If in SDG&E's sole judgement, Licensee's existing equipment on any pole interferes with or prevents the placing of any additional facilities required by SDG&E for its own internal and business needs, and in SDG&E's sole judgement these additional facilities could be placed on the existing pole if Licensee's equipment were not on the pole, SDG&E shall notify Licensee of the need for rearrangement of facilities or the need to replace the pole in order to continue the accommodation of Licensee's equipment. SDG&E shall notify Licensee of: (i) the need for Licensee to rearrange its facilities, or (ii) the estimate of the cost of changing out the pole or rearranging SDG&E facilities.

If Licensee desires to continue to maintain its equipment on said pole(s), it must notify SDG&E within thirty (30) days of receipt of notice from SDG&E, of its intent to rearrange Licensee's equipment. Licensee shall rearrange its facilities within the next ninety (90) days or pay actual costs for SDG&E to change out the pole(s) or rearrange SDG&E facilities based solely on SDG&E's decision. If Licensee does not desire to maintain its equipment on said pole(s), Licensee shall so notify SDG&E. Then, at Licensee's sole expense and risk, Licensee shall remove its equipment within ninety (90) days of the original notification by SDG&E. If Licensee fails to remove its equipment within ninety (90) days, SDG&E may remove Licensee's equipment at the sole risk and expense of Licensee.

7. (a) Licensee shall at its own risk and expense, place and maintain said equipment upon said poles (i) in a safe condition and in good repair, (ii) in a manner satisfactory to SDG&E so as not to conflict or interfere with the working use of said poles by SDG&E or other permitted users using said poles, and (iii) in conformity with such requirements and specifications as SDG&E may from time to time prescribe and with all laws and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including without limitation, General Order No. 95 of the Public Utilities Commission of the State of California and any supplements thereto and revisions thereof.

(b) Licensee shall complete the installation of its equipment upon the pole or poles covered by each approved individual application within such reasonable time limit as SDG&E shall state on said application for such installation; if Licensee should fail to complete the installation of its equipment on said pole or poles within the prescribed time limit, or if no such time limit is stated by SDG&E, then within a reasonable time, the permission granted by SDG&E to place said equipment upon said pole or poles may, at SDG&E's option, be revoked. If revoked, Licensee shall not have the permission to place said equipment upon said pole or poles without first reapplying for and receiving permission to do so, all as prescribed hereinabove. In determining whether or not said permission is to be revoked, SDG&E agrees to, on a case-by-case basis, take into consideration any unusual circumstances faced by Licensee, that cause delay(s) in the performance of its obligations hereunder, that are beyond Licensee's reasonable control (i.e. force majeure). In the event of revocation as herein described, SDG&E shall refund to Licensee the full cost of the attachment fee paid under Section 4(b), less the 5% application processing fee as defined under Attachment 1.

8. In order to keep the number of poles on public thoroughfares and elsewhere to a practicable minimum, Licensee agrees not to erect any pole, similar to the SDG&E poles covered by this Agreement (i.e., an electric distribution pole) of its own in or near [within three hundred feet (300')] any location where SDG&E is willing to accommodate Licensee's equipment or to provide a pole adequate to accommodate Licensee's equipment.

Licensee further agrees not to erect any pole, similar to the SDG&E poles covered by this Agreement (i.e., an electric distribution pole) of its own near [within three hundred feet (300')] any existing pole of SDG&E and further not to erect any pole of its own where no pole exists until SDG&E notifies Licensee that SDG&E does not desire to erect, at its sole cost and expense, new pole facilities at or near that location. SDG&E shall be deemed to have so notified Licensee if actual notice from SDG&E is not received by Licensee within sixty (60) days of SDG&E's receipt of Licensee's notification in writing of Licensee's pole needs.

9. Nothing in this Agreement shall impose any obligation upon SDG&E to grant permission to use any of its poles and nothing herein shall restrict Licensee from negotiating with other pole owners for use of space on their poles or for space on poles jointly used by them with SDG&E.

10. Nothing in this License Agreement shall obligate SDG&E to maintain its poles or any of them in existence for a period of time longer than the same are convenient or necessary for SDG&E's own service requirements.

11. (a) Where necessary and as approved by SDG&E, Licensee shall install guys or anchors, or both, to hold the strains of Licensee's equipment upon the poles involved.

(b) When in the opinion of SDG&E, conditions necessitate joint use of an anchor, SDG&E shall construct and maintain a mutually acceptable anchor. If replacement of an existing anchor is required to provide a joint use anchor Licensee will pay to SDG&E the actual cost of the anchor change out.

(c) The term "strain" shall mean the forces created by the failure of a pole and its facilities located thereon to maintain a static equilibrium.

12. SDG&E reserves to itself and to each owner of facilities upon said poles the right to maintain said poles and to operate their facilities thereon in such manner as will best enable it to fulfill its own service requirements. Subject to the provisions of section 19 (b) below, neither SDG&E nor any said owner shall be liable to Licensee for any interruptions to Licensee's service or for any interference with the operation of Licensee's equipment arising in any manner from the use of said poles and the facilities thereon by SDG&E and each said other owner. SDG&E agrees to notify Licensee, prior to any event where SDG&E undertakes scheduled work on or near (within fifty (50) feet) Licensee's equipment or facilities, or as soon as reasonably possible after SDG&E becomes aware that other SDG&E permitted user(s) are or will undertake work having, in SDG&E's sole reasonable judgement, a reasonable expectation of having a possible adverse impact on Licensee's equipment and facilities.

13. Licensee shall require their employees and agents working on or about any joint poles or their attachments to inspect the same and the implements with which they work as well as all crossarms and wires, and to ascertain that the same are reasonably safe to work with or upon before climbing or going upon such poles, attachments, crossarms or wires, and shall also charge such employees and agents with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees and agents work and with the duty of ascertaining that the same are in reasonably safe condition to work with or upon before going upon or using the same.

14. In furtherance of the purpose of law, rules and regulations relating to security, espionage, sabotages and subversive activities, Licensee agrees as follows:

(a) To provide suitable identification and authorization to each employee, agent, and/or contractor of Licensee who will have occasion to perform work on or about SDG&E poles, hereinafter described as an Authorized employee, agent and/or contractor of Licensee.

(b) To cause each such Authorized employee, agent, and contractor to observe faithfully and to comply strictly with all general security rules which SDG&E reasonably may find necessary or advisable in the premises, which SDG&E shall provide to Licensee in writing.

(c) Not to assign any work on or about SDG&E poles to any such Authorized employee, agent, or contractor who, in the reasonable judgement of SDG&E, Licensee, or other competent authority, is a doubtful security risk.

15. (a) Licensee shall be wholly and solely responsible and liable for all injuries or damage to persons (including, but not limited to, members of the general public, or any Authorized employee, agent, or servant of either party) or real or personal property, to the extent that such injury or damage was caused by Licensee's breach of duty, negligence, or intentional or unintentional act pursuant to its obligations under this contract.

(b) Licensee shall hold harmless, indemnify, and defend SDG&E, together with any and all of SDG&E's employees and Authorized agents, from and against any and all claims, loss, liability, or expense (including reasonable attorney's fees) for injury to or death of any person, or damage to or destruction of any property, in any way connected with Licensee's improper performance or lack of performance of its obligations, duties, or responsibilities as set forth herein, whether that performance was negligent or otherwise, except to the extent that any of the damage, loss, or liability arose from the negligence or misconduct of SDG&E.

(c) Upon SDG&E's request, the Licensee shall, pursuant to this indemnification paragraph, defend at its expense any claims, suit, or action brought against SDG&E, which Licensee has an obligation to defend SDG&E under paragraph 15(b) above. SDG&E shall, at its option and expense, have the right to participate in such defense, without relieving the other party of any of its obligations hereunder. In any claim, suit or action in which Licensee has agreed, in writing, that Licensee is obligated to indemnify SDG&E, SDG&E will not settle the claim, suit or action without prior written consent of Licensee (such consent not to be unreasonably withheld).

16. (a) Unless otherwise agreed to, in writing, in association with a specific application or group of specific applications, Licensee shall be solely responsible for obtaining any necessary easements, rights-of-way privileges, approvals for encroachment and/or other written permission from the owner of the real property encumbered for the installation and maintenance of its cable, anchors and all other attachments made to or on SDG&E poles.

(b) Nothing in this Agreement shall be construed to confer any permit, license, or grant to use the property of any persons other than the written revocable license to use SDG&E poles.

(c) Upon written notice from SDG&E to Licensee that the use by Licensee of any pole or poles of SDG&E is forbidden by Federal, State or Municipal authorities, permission to attach to such pole or poles shall immediately terminate and Licensee shall forthwith remove its equipment therefrom.

(d) Upon SDG&E's request, Licensee shall submit a copy of any and all required State or Municipal permits authorizing development and operation of its system on the poles.

(e) Licensee agrees to pay SDG&E any and all costs and/or expenses (including court costs and reasonable attorney fees) which may be incurred in the relocation of any SDG&E pole or poles, equipment or facilities, from any easement, that SDG&E may expend in reimbursement to any property owner, which costs and expenses would not have been incurred except by reason and to the extent of the presence of Licensee equipment or facilities thereon.

(f) No use, regardless of expenses incurred by Licensee, of any pole or poles under this Agreement shall create or vest in Licensee any ownership or property rights therein.

17. Licensee may at any time remove all or part of its equipment from any of said poles and, in each such case, it shall immediately give SDG&E written notice of such removal in the number of copies and in the form from time to time prescribed by SDG&E. Except as to replacement or upon SDG&E's request for temporary relocation, removal of such equipment from any pole shall constitute a termination of Licensee's right to use such pole as to such equipment as had been removed. Licensee shall have the right to terminate individual authorizations to attach its equipment and appurtenances to specific poles under this Agreement pursuant to the requirements set forth in the Pole Attachment Authorization. Any such termination shall have no effect on the continued effectiveness of this Agreement.

18. Nothing in this Agreement shall create any special relationship between SDG&E and Licensee, such as an agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to in its business dealings with others, the words and marks "SDG&E", "SAN DIEGO GAS & ELECTRIC", or any other words and marks owned by or used by SDG&E in identifying itself or by others in referring to it, without specific written permission to do so.

19. (a) Licensee shall exercise all reasonable precautions necessary to avoid Licensee's causing damage to the facilities of SDG&E and others on the pole(s), and Licensee shall be fully responsible for any and all loss from damage to such facilities caused by Licensee. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for all reasonable costs incurred in repairing any such damage.

(b) SDG&E shall exercise all reasonable precautions necessary to avoid damaging and/or intentionally causing physical interference to or with the facilities and equipment of Licensee and shall make an immediate report to Licensee of the occurrence of any such damage and/or intentional physical interference caused by its employees, agents or contractors. SDG&E agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the repair of such facilities damaged by SDG&E.

20. SDG&E shall have the right to inspect each installation of Licensee's equipment upon and in the vicinity of SDG&E poles and to make inspections as often as conditions may warrant. Such inspections, whether made or not, shall not relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.

21. Throughout the life of this Agreement, Licensee shall maintain in full force and effect with insurance companies satisfactory to SDG&E:

(a) Worker's Compensation Insurance in accordance with statutory requirements and limits, including U.S. Longshoremen & Harbor Worker's Compensation Act coverage, where applicable; and

(b) Comprehensive General Liability Insurance, including contractual liability assumed by Licensee under this Agreement, with limits of not less than \$1,000,000 each occurrence for bodily injury and property damage combined or such other reasonable level as SDG&E may from time to time require upon giving notice to Licensee.

The insurance described in (b) above shall name SDG&E as an additional name insured, shall contain a severability of interest or cross liability clause and shall be primary for all purposes.

Certificates of insurance evidencing the coverages in (a) and (b) above shall be filed with and approved by SDG&E prior to the installation of any of said equipment upon said poles and prior to the expiration of policy year thereafter. The certificates of insurance shall provide that written notice be given to SDG&E at least thirty (30) days prior to cancellation or reduction of any coverage. Mail to SDG&E, Risk Management Department, P.O. Box 1831, San Diego, California 92112.

22. If Licensee should default in any of its material obligations under this Agreement and shall fail to cure or remedy any such default within thirty (30) days following written notice from SDG&E of such default, SDG&E may, by a further written notice of thirty (30) days to Licensee, forthwith revoke this License or terminate any and all permits or approved applications given hereunder, and Licensee shall, at SDG&E's option, either continue to cure and remedy any such default or remove its equipment from the poles to which said termination applies within ninety (90) days from such notification. The obligations of Licensee hereunder shall survive such termination of this Agreement until fully performed by Licensee; however, upon failure of Licensee to remove its equipment within said ninety (90) days, SDG&E may remove such equipment and charge all costs associated with such removal to Licensee, together with any reasonable storage costs incurred.

23. In addition to any other rights of SDG&E hereunder or at law or equity, if Licensee should default in the removal of its equipment from any pole within the time allowed for such removal or should default in the performance of any work which it is obligated to do under this Agreement, SDG&E may elect to do such work at Licensee's sole risk and expense, and Licensee, on demand, will reimburse SDG&E for the entire expense thereby incurred.

24. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. All arbitration proceedings shall be conducted in San Diego, California. The prevailing party, as determined by the Arbitrator(s), in any such proceeding shall be reimbursed its reasonable attorney fees and costs related to the proceeding by the other party.

25. The failure of SDG&E or Licensee to enforce any provision of this Agreement or the waiver thereof in any instance, including but not limited to the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

26. All amounts payable by Licensee to SDG&E or others under the provisions of this Agreement shall, unless otherwise specified, be due and payable within thirty (30) days after presentation of bills thereof. Nonpayment of any such amount when due shall constitute a default of this Agreement.

27. Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by SDG&E, by contract or otherwise, to others not parties to this Agreement to use any poles covered by this Agreement; and SDG&E shall have the right to confer, continue or extend such rights or privileges.

28. The term of this License shall be twenty (20) years. However, this License may be terminated earlier by (i) either party for cause or material default, effective thirty (30) days after delivery of notice to the other party, or (ii) for any or no reason by Licensee upon one (1) year prior written notice of Licensee's intention to terminate.

Any termination of this Agreement in whole or in part shall not release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, which may have accrued or which may be accruing, or which arises out of any claim that may have accrued, or may be accruing at the time of termination.

29. Licensee may not assign, transfer, sublease, or sublet any privilege given to it hereunder without the prior consent in writing of SDG&E (such consent not to be unreasonably withheld, conditioned or delayed in the case of an assignment to a subsidiary or an affiliate company, or the sale of Licensee's entire telecommunications network on SDG&E poles), but otherwise this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

30. Licensee agrees that no contract work done for it by an independent contractor shall be done by any person, firm, or corporation, without requiring insurance from said independent contractor as required of Licensee in paragraph 21 and that SDG&E shall be included in the various insurance policies required therein as an additional named insured as specified in said paragraph.

31. Licensee shall pay when due all taxes and assessments levied on its own property installed on SDG&E poles and should such tax be assessed and required to be paid by SDG&E, Licensee, on demand, will reimburse SDG&E in the amount of such tax so paid by SDG&E, to the extent such tax is attributable to Licensee's occupancy on SDG&E poles.

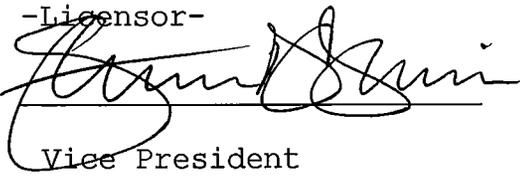
32. In addition to and separate from any other provision of this Agreement, providing for revocation or termination by SDG&E, the provisions of this Agreement are conditional upon the right of SDG&E to immediately revoke this License whenever in the interest of its service to its patrons or consumers, it shall appear necessary or desirable to do so, as provided by General Order No. 69-B of the Public Utilities Commission of the State of California.

33. Whenever in this Agreement notice is provided or required to be given by one party hereto to another, such notice shall be in writing where so specified to be in writing in this Agreement and transmitted by United States mail or by personal delivery to SDG&E at its office at 101 Ash Street, San Diego, California, (mailing address: P.O. Box 1831 San Diego, California 92112) or to Licensee at 5771 Copley Dr. San Diego, CA 92111 or to such other address as either party hereto may, from time to time, designate for that purpose, and shall be deemed given two (2) days following its deposit in the United States mail by certified or registered mail with return receipt requested. In those instances where written notice is not specified, notice may be verbal and both parties agree that, at all times, the appropriate representative of each company authorized to receive such verbal notice shall be identified to the other party for the purposes of receiving verbal notifications.

SAN DIEGO GAS & ELECTRIC

~~-Licensor-~~

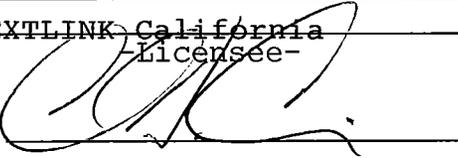
By:


Vice President

Date: 10/19/98

~~NEXTLINK California~~
~~Licensee-~~

By:



Title: Vice President
General Manager

Date: September 24, 1998

ATTACHMENT 1

ATTACHMENT FEE CALCULATION

1) $P + L + W + I + T + M + E = \text{SDG\&E Pole Set Cost} = S$

Where:

P = Cost of 45' class 5 pole

L = Labor cost to set pole

W = Purchasing and Warehouse fees

I = Labor Indirect costs

T = Transportation costs

M = Exempt Material adder

E = Local Engineering adder

2) Calculation of Base Fee:

$$\frac{S}{2} = \text{Base Fee}$$

3) Calculation of Attachment Fee from Base Fee with Adder for Attachment Request Processing Costs:

$$(\text{Base Fee}) + [(\text{Base Fee}) (5\%)] = \text{Attachment Fee}$$

Attachment B
SDG&E Advice Letter 2660-E
Pacific Bell Wireless

NOTICE OF COMPANY NAME CHANGE

PACIFIC BELL WIRELESS TO T-MOBILE CA/NV, LLC

1/5/05



T-Mobile USA, Inc.
12920 SE 38th Street, Bellevue, WA 98006

January 6, 2005

To Whom It May Concern:

Be advised that on January 5, 2005, T-Mobile USA, Inc. and Cingular Wireless LLC closed on a transaction that unwound joint ownership of the GSM networks in California, Nevada, and the New York BTA. This transaction is not an assignment of any entity or assets but rather is a purchase of equity interests in what prior to the transaction were jointly held entities.

As a result of this transaction, T-Mobile USA, Inc.'s wholly-owned subsidiary Omnipoint Communications, Inc. through a holding company now holds a 100% ownership interest in Pacific Bell Wireless, LLC. Pacific Bell Wireless, LLC, soon to be renamed T-Mobile CA/NV, LLC, holds the network assets in California and Nevada and is the contracting party with a number of vendors related to that operation.

Please change your records to reflect this change. Our notice contacts and address are as follows:

T-Mobile USA, Inc.
12920 SE 38th St.
Bellevue, WA 98006
1+ (425) 378-4000

Sincerely,


David A. Miller
Senior Vice President, General Counsel, and Secretary

LICENSE AGREEMENT

COMMUNICATIONS ANTENNA

**WIRELESS ANTENNA
DISTRIBUTION POLES ONLY**

1/31/04

LICENSE AGREEMENT

(Pole Attachment - Communication Antenna)

THIS LICENSE AGREEMENT (the "Agreement") is made this 31st day of January, 2004 ("Effective Date") between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (hereinafter referred to as "Licensor") and PACIFIC BELL WIRELESS, LLC, a Nevada limited liability company d/b/a CINGULAR WIRELESS (hereinafter referred to as "Licensee").

WHEREAS, Licensor is a utility company and has installed distribution poles and stubs (12kV or less) within its service territory for the distribution of electricity (hereinafter referred to as "pole"); and

WHEREAS, Licensee is a telecommunications company that desires to attach its communication antennas, together with their appurtenances, to Licensor's poles; and

WHEREAS, Licensee shall have first obtained a CPCN or CPCN functional equivalent from the FCC or the CPUC prior to attaching anything to any pole under the terms of this Agreement.

NOW, THEREFORE, for mutual and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 Scope of Agreement.

1.1 Use of Licensor's Poles. Licensee may attach only those antennas, cables and wires, together with associated messenger cables, guy wires, anchors, mounting brackets, electric conduit and other appurtenances (hereinafter collectively referred to as the "Equipment") that Licensor gives Licensee prior written permission to attach to its poles pursuant to this Agreement. The Equipment shall be: (i) used only for transmission and reception of radio frequency signals using Licensee's wireless communications network; and (ii) located only on that portion of Licensor's pole expressly agreed to by Licensor and not on any other part of a pole used for electrical distribution.

1.2 Ancillary Access. Licensor hereby grants to Licensee a license to use its access rights, if any, for ingress and egress to and from each of the poles covered by this Agreement but only to the extent permissible under the applicable documents.

2.0 Term of Agreement. The term of this Agreement shall be twenty (20) years commencing on the Effective Date (hereinafter "Term"). However, this Agreement may be terminated earlier by (i) either party if the other party fails to perform an obligation(s) under the terms of this Agreement in which case this Agreement shall terminate ninety (90) days after receipt of written notice from the non-defaulting party; or (ii) for any reason by Licensee in which case this Agreement shall terminate without further liability ninety (90) days after Licensor's receipt of written notice from Licensee.

Termination of this Agreement shall not release either party from any liability or obligation under the terms of this Agreement that accrued prior to its termination.

3.0 Pole Attachment Application. When Licensee desires to place Equipment upon any pole(s), Licensee shall submit a written application to Licensor in substantially the same form as Exhibit A, attached hereto and

incorporated herein (the "Application"). The Application form may be changed by Licensor from time to time. If Licensor consents to Licensee attaching Equipment to a particular pole, then Licensor shall deliver one (1) copy of the approved Application signed by Licensor's Joint Facility Administrator or other authorized employee to Licensee (the "Approved Application"). Licensor shall notify Licensee of Licensor's consent or denial of Licensee's Application within forty (40) days of Licensee's submission of said Application to Licensor.

4.0 Installation and Inspection.

4.1 Licensor's Inspections. Upon receipt of an Approved Application and payment of the sums required in Section 5.0 of this Agreement, Licensee may install, replace, maintain and use that Equipment described in the Approved Application on the pole described in the Approved Application; provided, however, that before installing the Equipment, Licensee shall notify Licensor's Construction Department by telephoning (858) 654-8216 of the day and time Licensee intends to install the Equipment so that Licensor may, at its option and at the expense of Licensee, be present when the installation is performed. Licensee shall provide Licensor with no less than five (5) business days prior notice of its intent to install Equipment pursuant to an Approved Application. Alternatively, Licensor may elect to inspect the Equipment and pole after the Equipment has been installed in lieu of attending the construction. Licensor will perform construction inspections or final inspections, whichever the case may be, at Licensee's sole cost and expense.

After the initial inspection, Licensor may inspect each installation of Equipment and inspect the Equipment as often as conditions may warrant in Licensor's sole and absolute discretion. Such inspection shall not relieve Licensee of its responsibility and obligation to maintain the Equipment in a good and workmanlike manner.

4.2 Additional Equipment. Licensee shall not place any other equipment upon any pole owned by Licensor or materially change the position of any Equipment attached to a pole without Licensor's prior written consent, which consent shall not be unreasonably, withheld, conditioned or delayed. Requests to place additional equipment on a pole previously approved by Licensor for attachment shall require a separate Application prepared in accordance with the terms of this Agreement.

5.0 Fees.

5.1 License Fee. Licensee shall pay an annual administration fee equal to Four Hundred Dollars (\$400.00) (hereinafter referred to as the "License Fee"). The License Fee shall be due within thirty (30) days of the full execution and delivery of this Agreement and then annually thereafter on its anniversary date.

5.2 Attachment Fee. There shall be a annual attachment fee in an amount equal to Forty Dollars (\$40.00) for each pole utilized by Licensee under the terms of this Agreement ("Attachment Fee"). The Attachment Fee may be increased annually, in Licensor's sole discretion, in an amount equal to six percent (6%). Equipment installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Attachment Fee shall be paid within thirty (30) days of the date Licensee receives its Approved Application.

5.3 Additional Attachments. If Licensee desires to attach additional equipment pursuant to Section 4.2 above, Licensee shall pay an amount equal to Twenty-five Dollars (\$25.00) for processing the additional Application.

5.4 Payments Due. All amounts payable by Licensee under the terms of this Agreement shall be due and payable within thirty (30) calendar days after Licensee's receipt of an invoice from Licensor. Licensee's failure to pay any sum when due shall constitute a default under the terms of this Agreement.

6.0 Evidence of Attachment Authorization. Licensee shall retain a copy of all Approved Applications and Licensee shall provide proof of an Approved Application for any pole containing Equipment when requested by Licensor. Licensee shall provide proof of an Approved Application within ten (10) business days of a written request from Licensor. If Licensee cannot provide proof of an Approved Application with respect to a particular pole, Licensee shall pay to Licensor a one-time fee of Five Hundred Dollars (\$500.00) for the unapproved pole attachment and Licensee shall submit an application to Licensor in accordance with the terms of this Agreement.

7.0 Rearrangement of Equipment/Replacement of Pole.

7.1 Rearrangement to Accommodate Equipment. If, in the sole reasonable judgment of Licensor, the Equipment requires rearranging existing facilities on a pole or the replacement of a pole to provide adequate pole space for the Equipment, Licensor shall notify Licensee. Licensee may request that Licensor design a "work around" to accommodate the Equipment in which case Licensee shall pay Licensor an engineering fee equal to Two Hundred and Fifty Dollars (\$250.00) ("Engineering Fee") for each affected pole.

Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction. If Licensee elects to proceed with Licensor's proposed design to accommodate the Equipment, Licensee shall pay the actual cost incurred by Licensor for the facility rearrangements and/or the pole replacement. If Licensee elects to proceed with Licensor's proposed design, Licensee shall receive a credit towards the actual cost of the facility rearrangement or the pole replacement (whichever the case may be) in an amount equal to the Engineering Fee. If Licensee elects not to proceed with the facility relocation or the pole replacement, Licensor shall retain the Engineering Fee.

7.2 Rearrangement to Accommodate Licensor. If, in Licensor's sole reasonable judgment, the Equipment on any pole interferes with or prevents Licensor from placing or replacing Licensor's own facilities, Licensor shall notify Licensee in writing of the need for Licensee to rearrange its Equipment or the need to replace the pole in order to accommodate the Equipment and Licensor's facilities. Licensor's notice shall include: (i) request for Licensee to rearrange, remove or relocate its Equipment; or (ii) an estimate of the cost of changing out the pole or rearranging Licensor's facilities.

Licensee shall rearrange, remove or relocate its Equipment within the next ninety (90) days following its receipt of Licensor's notice or pay the actual cost for Licensor to change out the pole(s) or rearrange Licensor's facilities or remove the Equipment as solely determined by Licensor. If Licensee does not desire to maintain its Equipment on the pole, then Licensee shall remove its Equipment within ninety (90) days of its receipt of Licensor's notice. If Licensee fails to remove its Equipment within the ninety (90) days, Licensor may remove the Equipment at Licensee's sole risk and expense. If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's facilities or changing out the pole, Licensee shall be entitled to re-install its Equipment on another pole in accordance with the procedures set forth herein, except that the License Fee and the Attachment Fee set forth in Section 5.0 shall be waived by Licensor to the extent they were paid for the existing Equipment.

8.0 Installation of Equipment.

8.1 Installation. Licensee may install its Equipment on the pole specified in an Approved Application using licensed contractors and in accordance with Licensor's "Structural Licensing Process" and Licensor's "Construction Standards" which may be changed from time to time in Licensor's sole and absolute discretion provided that such Construction Standards are adopted and applied in a uniform and non-discriminatory manner. Licensee shall install and maintain its Equipment in a good and safe workmanlike condition and in a manner satisfactory to Licensor so as not to conflict or interfere with the use of the pole by Licensor or other users of the pole. Licensee shall install and maintain the Equipment in accordance with all applicable laws, regulations and ordinances including, without limitation, General Order No. 95 as promulgated by the California Public Utilities Commission ("CPUC").

8.2 Safe Installation Procedures. Licensee shall require its employees and contractors working on or about any poles to inspect the poles as well as all crossarms and wires, and to ascertain that the same are safe to work with or upon before climbing the poles, attachments, crossarms or wires, and shall also charge such employees and contractors with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees and agents work to ascertain that the same are in a safe condition and repair. Licensee shall comply with the terms of Section 26, which contains a Prop 65 warning.

8.3 Time of Installation. Licensee shall complete the installation of its Equipment within the time limit(s) stated on the Approved Application but in no event more than thirty (30) days from its receipt of the Approved Application. If Licensee fails to install its Equipment within the prescribed time limit set forth in the Approved Application or thirty (30) days, whichever the case may be, Licensor shall thereafter reserve the right to revoke the permission granted hereunder provided that written notice and opportunity to cure has been afforded Licensee pursuant to Section 21 of this Agreement. If the Approved Application is revoked, Licensee shall not place any Equipment upon the pole without first resubmitting an Application and receiving an Approved Application. If permission to install Equipment is revoked, Licensor shall refund to Licensee the Attachment Fee less an application-processing fee of Twenty Dollars (\$20.00).

9.0 New Pole Exclusion Zones. In order to keep the number of poles to a minimum, Licensee shall not erect one of its poles within three hundred feet (300') of any Licensor-owned pole. Licensee further agrees not to erect any pole where no other pole exists until Licensee notifies Licensor of its need for a pole and Licensor elects not to erect, at Licensor's sole cost and expense, a new pole at that location.

10.0 Retention of Pole Ownership Rights. Nothing in this Agreement shall impose any obligation upon Licensor to grant permission to use any of its poles and nothing herein shall restrict Licensee from negotiating with other pole owners for use of their poles.

11.0 No Obligation to Maintain in Existence. Nothing in this Agreement shall obligate Licensor to keep and maintain its poles for a period of time longer than the poles are convenient or necessary for Licensor's business.

12.0 Physical Supports.

12.1 Guys or Anchors. When necessary and as required by Licensor in the Approved Application, Licensee shall install guys or anchors, or both, to hold the strains of the Equipment.

12.2 Joint Anchor Use. When, in the opinion of Licensor, conditions require joint use of an anchor, Licensor shall construct and maintain a mutually acceptable anchor. If an existing anchor must be replaced by a joint use anchor, Licensee shall pay Licensor the actual cost of the anchor change out.

12.3 Strain Defined. The term "strain" shall mean the failure of a pole to maintain a static equilibrium.

13.0 Right to Maintain and Operate Existing Facilities. Licensor reserves to itself and to each existing owner of facilities upon the pole the right to maintain the pole and to operate their respective facilities in such manner to fulfill their own service requirements. Neither Licensor nor any other existing owner of facilities on a pole shall be liable to Licensee for any interruption(s) to Licensee's service or for any interference with the operation of the Equipment arising in any manner from their use of the pole and the attached facilities. In the event that Licensor's operations on the pole interfere with Licensee's Equipment, Licensor shall, in good faith, cooperate with Licensee to promptly resolve such interference. Licensor agrees to notify Licensee in writing, prior to Licensor scheduling any work within fifty feet (50') of the Equipment. Licensor shall, in good faith, not allow any other use of pole by a third party under its control that materially interferes with Licensee's Equipment.

14.0 Security Precautions. In interest of safety and security, Licensee agrees to:

(i) Provide identification badges for each employee, agent and/or contractor who will work on or about poles (hereinafter described as an "Authorized Employee"); and

(ii) Cause each Authorized Employee, to observe and to comply with all of Licensor's security rules and procedures which Licensor shall adopt and apply in a uniform and non-discriminatory manner, and provide to Licensee in writing.

15.0 Injury, Damage, and Indemnification.

15.1 Liability for Injury or Damage. Licensee shall be solely responsible and liable for all injury, death, disease or damage to persons (including, but not limited to, members of the general public, or any Authorized Employee, and for damage or destruction of real or personal property to the extent that such injury or damage was caused by Licensee's negligence or intentional acts. All users of Licensor poles are expected to exercise reasonable care with respect to other pole users facilities.

15.2 Indemnification. Licensee agrees to indemnify and hold Licensor, its officers, employees, agents, affiliates or Licensees harmless from and against any and all demands, claims, suits, costs of defense, attorneys' fees (both in-house and outside counsel), witness fees, including expert witness fees, liability, loss, costs, obligations or other expenses for damage to property or for injury, disease to or death of any persons in any manner arising directly from (a) Licensee's negligent use, or occupation of Licensor's pole(s); (b) any negligent act or omission of Licensee, its

employees, agents or those of its contractors, subcontractors or independent contractors. The foregoing indemnification shall not extend to damage, death or injury arising out of the negligent or intentional acts of Licensor.

15.3 Defense of Claims. Upon receipt of written request, the Licensee shall, pursuant to this indemnification Section, defend at its expense any claims, suit, or action brought against SDG&E, against which Licensee has an obligation to defend SDG&E under Section 15.2 above. SDG&E shall, at its option and expense, have the right to participate in such defense, without relieving the other party of any of its obligations hereunder. In any claim, suit, or action in which Licensee has agreed, in writing, that Licensee is obligated to indemnify SDG&E, SDG&E will not settle the claim, suit or action without prior written consent of Licensee.

16.0 Necessary Authorizations and Title.

16.1 Easements and Permissions. Unless otherwise agreed to in writing, Licensee shall be solely responsible for obtaining any necessary easements, rights-of-way privileges, approvals or permission from the owner of the real property upon which poles exist for the installation and maintenance of its cable, anchors and all other attachments. Notwithstanding the foregoing, to the extent Licensor may hold such easements, rights of way, approval or permissions, Licensor shall use commercially reasonable efforts to share such rights with Licensee in furtherance of this Agreement at no additional cost or expense to Licensee; provided, however, if additional costs are required to be paid or incurred by Licensor to the grantor of the easement or right of way to accommodate Licensee's shared use, then Licensee shall reimburse Licensor for the actual cost incurred by Licensor to allow Licensee's shared use of the easement or right of way provided that Licensor and Licensee have first met and conferred in good faith to review the proposed costs and Licensee has reasonably approved the same.

16.2 Limitations to Licensor Property. Nothing in this Agreement shall be construed to confer any permit, license, or grant to use the property of any persons other than the written revocable license to use Licensor poles, provided that this Agreement and the licenses conferred hereunder shall not be revoked except pursuant to the terms of Section 21.0 below ("Default of Licensee") or terminated by the terms of Section 2.0 above ("Term of Agreement").

16.3 Legal Prohibition of Use. Upon receipt of written notice from Licensor to Licensee that the use by Licensee of any pole or poles of Licensor is forbidden by federal, state or municipal authorities, permission to attach to such pole or poles subject to the succeeding two sentences, shall immediately terminate and Licensee shall immediately remove its Equipment. If Licensee desires to appeal the prohibition from the appropriate authority, Licensee shall notify Licensor and the prohibiting authority within 10 days of receipt of Licensor's written notice. Licensee shall obtain approval from the prohibiting authority or otherwise from a state or federal court with competent jurisdiction to maintain its Equipment until the appeal process is completed.

16.4 Licensee's Equipment Operation Authorizations. Within thirty (30) days of receipt of Licensor's request, but not more often than one time in any consecutive twelve (12) month period, Licensee shall provide Licensor with a copy of any and all required state or municipal permits authorizing Licensee's operation of its system as the same may directly relate to Licensee's use of the pole.

16.5 Relocation Cost Reimbursement. Licensee agrees to pay Licensor any and all costs and/or expenses (including court costs and reasonable attorney fees) that are incurred by Licensor in relocating any Licensor pole from any existing easement, if such pole relocation costs would not have been incurred by Licensor except for the presence of Licensee's Equipment.

16.6 No Grant of Ownership. No use of any pole under this Agreement shall create any ownership, interest or property right in favor of Licensee.

17.0 Licensee's Option to Remove Equipment. Licensee may, at any time, remove all or part of its Equipment from any pole; provided, however, Licensee shall immediately give Licensor written notice of the removal. Removal of Equipment from any pole shall constitute a termination of Licensee's right to use equipment on that pole. The termination of an individual Approved Application shall have no effect on the effectiveness of this Agreement.

18.0 Contractual Relationship Only. Nothing in this Agreement shall create any special relationship between Licensor and Licensee, such as an agency relationship, but the parties shall have only the relationship of independent contracting parties. Except as otherwise provided herein, Licensee shall not use or refer to the words and marks "SDG&E", "SAN DIEGO GAS & ELECTRIC", or any other words and marks owned by or used by Licensor in identifying itself or by others in referring to it.

19.0 Damage to Facilities; Interference.

19.1 Licensee's Damage to Facilities. Licensee shall use its best efforts to avoid causing damage to Licensor's pole and the facilities of Licensor and third parties using the pole. Licensee shall be responsible for any and all loss from damage to the pole and/or facilities caused by Licensee. Licensee shall immediately notify Licensor of the occurrence of any damage and shall, upon demand, reimburse the owner for all reasonable costs incurred in repairing any damage.

19.2 Licensor's Damage to Facilities/Equipment. Licensor shall use commercially reasonable efforts to avoid damaging and/or causing interference with the Equipment and shall immediately notify Licensee of the occurrence of any such damage and/or interference caused by its employees, agents or contractors.

20.0 Insurance. Insurance requirements set forth below do not limit the amount or scope of liability of Licensee under this Agreement. All insurance required of Licensee under this Agreement shall meet the following minimum requirements:

On or before the effective date of this Agreement, and thereafter during its Term, Licensee shall provide Licensor with certificates of insurance as evidence of all insurance policies required under this Section. No insurance policy may be canceled, materially revised, or not renewed without at least thirty (30) days prior written notice to Licensor. Insurance must be maintained without lapse in coverage during the Term.

The required policies shall provide that the coverage is primary for all purposes and Licensee will not seek any contribution from any insurance or self-insurance maintained by Licensor.

Except for any self-insurance program of Licensee, all required policies of insurance must be written by companies having an A. M. Best rating of "A-VII" or better, or equivalent,

Licensee shall be solely responsible for any deductible or self-insured retention on insurance required hereunder.

(a) Worker's Compensation Insurance in accordance with statutory requirements and limits, including U.S. Longshoremen & Harbor Worker's Compensation Act coverage, where applicable; and

(b) Commercial General Liability Insurance, including contractual liability assumed by Licensee under this Agreement, with limits of not less than \$2,500,000 for bodily injury and property damage combined or such other reasonable level as Licensor may from time to time require upon giving notice to Licensee.

(c) Automobile Liability Insurance with limits of not less than \$1,000,000.

The insurance described in (b) above shall name Licensor as an additional insured, shall contain a severability of interest or cross liability clause, and shall be primary for all purposes.

Certificates of insurance evidencing the coverage's in (a) and (b) above shall be filed with and approved by Licensor prior to the installation of any Equipment and upon policy renewal thereafter.

Licensee agrees that no work done for it by an independent contractor shall be done by any person, firm, or corporation, without requiring insurance from said independent contractor as required of Licensee in this Section and that Licensor shall be included in the various insurance policies required therein as an additional insured as specified in that Section.

21.0 Default of Licensee. If Licensee defaults in any of its obligations under this Agreement and fails to cure or remedy any default within thirty (30) days following receipt of written notice from Licensor of such default (unless the nature of the cure is such that it may not be reasonably cured within such thirty (30) day period, in which case Licensee shall have the right to commence to cure within such initial thirty (30) day period, and thereafter diligently prosecute such cure to completion), Licensor may revoke this Agreement or terminate any and all Approved Applications and Licensee shall, at Licensor's option, either cure any default or remove its Equipment from the poles to which the terminated Approved Application applies within ninety (90) days from receipt of written notice. The obligations of Licensee hereunder shall survive the termination of this Agreement; however, upon failure of Licensee to remove its Equipment within said ninety (90) days, Licensor may remove the Equipment and all costs associated with Licensor's removal shall be paid by Licensee, together with any reasonable storage costs.

22.0 Default of Equipment Removal Obligation. In addition to any other rights of Licensor hereunder or at law or in equity, if Licensee fails to remove its Equipment from any pole within the time allowed for such removal or if Licensee fails to perform any work which it is obligated to do under this Agreement, Licensor may elect to remove and store Licensee's Equipment (if Licensee was provided written notice and a reasonable amount of time to remove its Equipment), or do such work, at Licensee's sole risk with respect to Licensee's Equipment breakage upon removal, and Licensee, within thirty (30) days of receipt of written invoice will reimburse Licensor for all reasonable expenses incurred by Licensor.

23.0 No Waiver Of CPUC Rights. The parties agree that, by entering into this Agreement, the parties are not waiving any rights that exist or may arise in conjunction with CPUC rulings, regulations, orders, or related

legislative or legal adjudications that pertain to the use of distribution poles in California.

24.0 MISCELLANEOUS TERMS AND CONDITIONS.

24.1 Laws of the State of California. This Agreement shall be governed and construed by and in accordance with the laws of the State of California without reference to its conflicts of law principles.

24.2 No Waiver; Severability. The failure of Licensor or Licensee to enforce any provision of this Agreement or the waiver thereof in any instance including, but not limited to, the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

24.3 Nonexclusive Attachment Rights. Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by Licensor to others not parties to this Agreement to use any poles covered by this Agreement; and Licensor shall have the right to confer, continue or extend such rights or privileges, provided that such additional conferrals or extensions do not materially diminish Licensee's beneficial enjoyment, for its then existing Equipment or materially increase any prospective liability under this Agreement.

24.4 Transfer and Assignment. Licensee may assign, sell or transfer its interest under this Agreement without the approval or consent of Licensor to Licensee's principal, affiliates, members, subsidiaries, subsidiaries of its principal or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the Federal Communications Commission in which the property is located by reason of a merger, acquisition, or other business reorganization; provided that Licensee gives written notice to Licensor of any such assignment, sale, merger or transfer pursuant to Section 24.7 below. Excepting the foregoing only, Licensee may not assign its rights under this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

24.5 Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on Licensor poles and if such tax is assessed upon Licensor, Licensee, on demand, will reimburse Licensor in the amount of the tax paid by Licensor.

24.6 Revocation of Agreement under G.O. 69-C. In addition to and separate from any other provision of this Agreement, providing for revocation or termination by Licensor, the provisions of this Agreement are conditional upon the right of Licensor to revoke this Agreement whenever in the interest of its service to its patrons or consumers in the conduct of its regulated electrical or gas utility business, it shall appear necessary or desirable to do so, as provided by General Order No. 69-C promulgated by the CPUC. A copy of General Order 69-C is attached hereto and incorporated herein.

24.7 Notices. All notices to be given under this Agreement shall be in writing and shall be effective upon receipt by the party to whom the notice is intended to be delivered and shall be sent either:

- by a nationally recognized overnight courier; or

• by United States Mail certified mail, return receipt requested as follows:

Notices to Licensee shall be addressed as follows:

Cingular Wireless
Attn: Network Real Estate Administration
Mail Code GAN02
6100 Atlantic Boulevard
Norcross, Georgia 30071

With a copy concurrently to:

Cingular Wireless
Attn: Legal Department
3345 Michelson Drive, Suite 100
Irvine, California 92612

Notices to Licensor shall be addressed as follows:

San Diego Gas & Electric Company
Attention: Electric Distribution Management Manager
8316 Century Park Court - CP51
San Diego, California 92123
Fax: 858.654.0321

24.8 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by both parties. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent.

24.9 Headings. The caption and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

24.10 Corporate Authority. Each of the individuals signing this Agreement for their respective company ("Company Representatives") represents and warrants that, with respect to the company for which he or she is executing this Agreement: a) he or she has the full power and authority, and the legal right, to execute this Agreement on behalf their respective company referenced in this Agreement; b) the company is executing this Agreement has taken all actions necessary to enter into and be bound by this Agreement; c) the company has the full power, authority, and the legal right to execute, deliver, perform, and observe its obligations hereunder; d) the company has taken all necessary actions to authorize the individual signing on the company's behalf to do so;; and e) the company is a duly organized and valid entity in good standing authorized to conduct business in the State of California.

24.11 Attorneys' Fees. If either party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees

(both in-house and outside attorney fees), costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the Party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A party not entitled to recover its costs shall not recover its attorneys' fees.

25. Environmental Compliance and Indemnity. Licensee shall comply with all applicable laws governing the use and occupancy of pole(s) by Licensee and/or Licensee's Equipment including, without limitation, Licensee's handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Standards").

25.1. Notice of Harmful Condition. Licensee shall not create nor shall Licensee permit its contractors, agents or other parties under Licensee's control to create or cause to exist upon or near the poles any non-compliance with Standards or any condition which create a legal nuisance, public, private or mixed, or to otherwise present an imminent threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Upon Licensee's knowledge, Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Standard and Licensee shall notify all applicable local, state or federal agencies as required by local, state or federal regulations.

25.2 Cost of Remediation. Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions and/or a violations of Standards.

25.3 Licensee's Indemnification from Harmful Conditions. Licensee shall indemnify, defend, and hold Licensor, its employees and agents, harmless from and against any claim or lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from or relate to any Harmful Conditions, violation of Standards, or injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of Licensor and Licensee, which arise during Licensee's presence on, or use of, the pole(s). Licensee expressly agrees that the indemnification, and hold harmless obligations of this paragraph are assumed by Licensee regardless of the nature of the claim or the authority or person asserting such claim, unless such claim arises from the negligence or willful misconduct of Licensor. Those obligations include the obligation to pay all costs, including, but not limited to, attorneys' fees (both in-house and outside counsel), judgments, expert witness fees, and costs, including those incurred on appeal. Further, Licensee expressly agrees that the indemnification, and hold harmless obligations assumed by Licensee with regard to abatement of Harmful Conditions and violations of Standards shall survive expiration or termination of this Agreement. Notwithstanding anything to the contrary set forth in this Section 25, Licensee shall have no responsibility for any pre-existing Harmful Condition upon or near the pole, or (b) any Harmful Condition existing after the date of this Agreement caused by Licensor's use of the pole, or any third party not under Licensee's control, except to the extent caused by the negligence or willful misconduct of Licensee.

26. Proposition 65 Notice. Certain chemicals and substances present at each pole are known to the State of California to cause cancer, birth defects, or other reproductive harm or toxicity within the meaning of the Safe Drinking Water and Toxic Enforcement Act of 1986. Licensee acknowledges that the Installation of the Equipment, including its maintenance, operation, and/or removal will, without appropriate protective measures, expose its and its subcontractors' employees, contractors, agents and any other

representatives to such chemicals and substances. Licensee is responsible for the development and implementation of appropriate protective measures. Licensee acknowledges receipt of the following warning.

WARNING

Licensee, its employees, subcontractors, agents, permittees, invitees, and representatives assigned to perform Installation of the Equipment and any maintenance, operation and/or removal activities will be exposed at the project site to chemicals and substances known to the State of California to cause cancer, birth defects or other reproductive harm or toxicity including, but not limited to, Cop-R-Plastic Groundline Treatment, Wood-Fume Fumigant and Cop-R-Nap Solution.

Licensee warrants to Licensor that it has advised or will advise its personnel and will advise and require its subcontractors to advise their employees assigned to perform any services for Licensee that they will be exposed to substances known to the State of California to cause cancer, birth defects or reproductive harm or toxicity, including, but not limited to, the substances listed above.

IN WITNESS WHEREOF, the parties have read this Agreement, understand it and agree to be bound by its terms as of the date first written above.

Licensor:

SAN DIEGO GAS & ELECTRIC
COMPANY
a California corporation

Licensee:

PACIFIC BELL WIRELESS, LLC,
a Nevada limited liability
company
d/b/a Cingular Wireless

By: GSM FACILITITES, LLC
Its: sole member

By: CINGULAR WIRELESS LLC,
Its: agent

By: C. L. L.
Title: Director - Electric Distribution
Date: 2/10/04 James

By: Chamfor. Vasquez L
Title: Director Deployment
Date: 1/29/04

Exhibit A
Application

LICENSE AGREEMENT

**HARDWIRE CABLES
DISTRIBUTION AND TRANSMISSION**

7/6/00

LICENSE AGREEMENT

THIS AGREEMENT, made this 6th day of July, 2000,
between SAN DIEGO GAS & ELECTRIC, Party of the First Part (hereinafter referred to as the
“Licensor” and PACIFIC BELL WIRELESS, Party of the Second Part (hereinafter referred to as
the “Licensee”).

WITNESSETH:

WHEREAS, said Licensor is engaged in the business of constructing, maintaining and
operating electric distribution facilities and selling electric energy for light, heat and power for
the residents and inhabitants of the County of San Diego and of a portion of the County of
Orange, State of California, and elsewhere, all under franchise or franchises granted by the
several municipalities in said counties of San Diego and Orange, and by the County of San
Diego and by the County of Orange; and

WHEREAS, incident to the distribution of electric energy the Licensor has erected poles
and other structures within the territory in which said electric energy is distributed and used, the
said poles and structures being located on roads, highways and private and public places; and

WHEREAS, Licensor may have granted to other parties a right to use said poles; and

WHEREAS, Licensee has a Certificate of Public Convenience and Necessity (CPCN) from the California Public Utility Commission (CPUC); and

WHEREAS, Licensee desires to use poles (but not other structures) owned by the Licensor as supports for cables, wires and appliances, together with associated messenger cables, guy wires, anchors and other appurtenances (but not including amplifiers nor antennas) all hereinafter called "equipment" of "Licensee's equipment", and

WHEREAS, said poles do now or may in the future support electric supply conductors of either or both above and below 600 volts and/or electric communication conductors or fiber optics for telephone or other communication purposes.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is mutually agreed by and between the parties hereto that the following terms and conditions shall govern Licensee's use of the aforesaid poles as Licensor may, upon application, permit Licensee to use in the conduct of its Telecommunications Business:

1. Licensee's use of said poles shall be confined to supporting such of its equipment as Licensor has given Licensee written permission to install; and said equipment shall be used only for Licensee's Telecommunications business. Nothing contained in this License Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular pole or poles. Licensee agrees not to attach amplifiers to any pole or poles owned by San Diego Gas & Electric.
2. Whenever Licensee shall desire to place equipment on any of said poles, Licensee shall make written application to Licensor for permission to do so in the number of

copies and in the form from time to time prescribed by Licensor. If said application is approved, permission to place the equipment described in said application on the pole or poles therein identified shall be granted by Licensor by signing one copy of said application in the place provided thereon for that purpose and returning said signed copy to Licensee.

3. Upon receipt of said signed copy of said application, but not before, Licensee shall have the right to install, maintain and use its equipment described in said application on the pole or poles identified therein; provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present when such work is performed, and provided, further that Licensee shall complete said installation within such reasonable time limit as may be specified in said approved application.
4. Licensee shall not have the right to place, nor shall it place any additional equipment on any pole used by it hereunder without first making application therefor and receiving permission to do so as provided above, nor shall Licensee change the position of any equipment on any pole hereunder without Licensor's prior written approval.
5. In the event that Licensee desires to use a pole on which there is not adequate space to provide for Licensee's equipment, Licensor will so indicate on said application the necessary changes and the estimated cost thereof and return the same to the Licensee;

and if Licensee still desires to use said pole or any pole erected by way of replacement of an existing pole and returns the application marked to so indicate, Licenser will replace such pole with a longer pole and/or rearrange the facilities on such pole, provided that Licensee pays, in advance, to Licenser and any other party using said pole, by reason of a joint pole agreement or otherwise, the estimated cost to be incurred by each of them of transferring to the new pole all equipment supported by the said existing pole, plus the installed cost of the new pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less an allowance for depreciation included with respect to the pole removed and/or the estimated cost of such rearrangement of facilities.

6. In the event that, in Licenser's reasonable judgment, Licensee's existing equipment on any pole renders inadequate the space for the placement or use of any facilities thereon required by the Licenser, and if said facilities could be placed on said pole by removing Licensee's equipment therefrom, or by rearranging existing facilities thereon, the Licenser may notify the Licensee of the rearrangement of existing facilities or pole replacement and transfers of existing facilities required in order to permit the placement of Licenser's facilities as aforesaid, and to continue the accommodation of Licensee's equipment, together with an estimate of the cost of making any such changes; if Licensee desires to continue to maintain its equipment on said pole, or such replacing pole and so notifies the Licenser, the Licenser will make such pole replacement, if required, and will request the other of the aforesaid parties then maintaining facilities upon such pole to make such rearrangements or transfers of said existing facilities. The same shall be done at the risk and expense of

the Licensee and Licensee will, on demand, pay Licensor for the expense incurred. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise. If Licensee does not notify Licensor of Licensee's desire to maintain its equipment on said pole or any replacement pole within thirty (30) days, Licensee shall remove its equipment from such pole within thirty (30) days from such notification from Licensor.

7. In order to keep the number of poles on public thoroughfares and elsewhere to a practical minimum, Licensee agrees not to erect any pole similar to the SDG&E poles covered by this Agreement (i.e., an electric distribution pole) of its own in or upon any public streets, ways, alleys and places as the same may now or hereafter exist within the said franchise area or in or near any location upon other public or private property where Licensor is willing to accommodate Licensee's equipment or to provide a pole reasonably adequate to accommodate Licensee's equipment.

If Licensor is willing to erect poles in such location adequate to provide for the service requirements of the Licensee hereto, Licensor shall so notify Licensee and thereupon Licensee shall make application under this License Agreement for permission to place its equipment thereon. Upon receipt of said application, Licensor shall proceed to erect said poles.

Upon receipt by Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's equipment under the terms and provisions of this License Agreement, or upon failure of Licensor to notify Licensee of approval of its application in accordance with paragraph 3 hereof within ninety (90) days from the date the application is received by the Licensor, Licensee may proceed to erect its own poles, but will not locate any such poles similar to the SDG&E poles covered by this Agreement (i.e., an electric distribution pole) of its own within 300' of an existing pole of Licensor. Until receipt of said notice or until expiration of the aforesaid ninety (90) day period, Licensee will not erect any poles of its own in or upon any public street, way, alley, place or other public or private property where no poles have existed prior thereto.

8. In the event Licensee places and maintains a communications pole or poles in a "franchise position" or any pole or poles similar to the SDG&E poles covered by this Agreement (i.e., an electric distribution pole) of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this License Agreement and Licensor desires to place and maintain a pole or poles of its own in or near the location of Licensee's said pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. The said notice shall designate the pole or poles to be removed and replaced. After said thirty (30) day period, Licensor may replace Licensee's said pole or poles with one of its own. Upon such replacement Licensee's use of Licensor's said pole or poles shall be governed by all of the terms and conditions hereof; provided, however, the provisions of paragraph 15 relating to

the rental of Licensor's poles shall be inapplicable to poles erected as replacement pursuant to the terms of this paragraph. Licensor shall bear the cost of removal and replacement of said poles and of the relocation of Licensee's equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

9. Licensee shall at any time, at its sole risk and expense, upon request of Licensor, relocate, replace or renew said equipment and transfer it to poles erected by way of replacement of existing poles, and perform any other work in connection with said equipment that may be required by Licensor; provided, however, that in cases of emergency, Licensor may, at Licensee's sole risk and expense relocate, replace or renew said equipment, transfer it to poles erected by the way of replacing existing poles and perform any other work in connection with said equipment that may be required in the maintenance, replacement, removal or relocation of said poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said pole or of facilities thereon and the Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

10. Licensee may at any time remove its equipment from any of said poles and, in each such case, Licensee shall immediately give Licensor written notice of such removal in the number of copies and in the form from time to time prescribed by Licensor. Removal of said equipment from any pole and failure to install further approved equipment thereon within thirty (30) days from the date of removal shall constitute a termination of Licensee's right to use such pole; provided, however, that this

provision shall be inapplicable if Licensee's right to use the said pole would otherwise be sooner terminated by reason of the operation of some other provision of this agreement.

11. In the event that it becomes necessary to move, replace or relocate any pole on which Licensee's conductors, appurtenances or equipment are supported, Licensee forthwith, upon notice so to do, at its own cost and expense, shall do all work necessary to remove, replace and/or transfer said equipment of Licensee to the relocated or new pole of Licensor, as the case may be.
12. The occupancy of pole space by Licensee's equipment and the design of attachment thereof shall be subject to the approval of the Licensor and subject to present or future occupancy of pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain said poles and to operate its facilities thereon in such a manner as will best enable it to fulfill its own service requirements. Licensor, its successors or assigns, shall not be liable to Licensee for any interruption to Licensee's equipment arising in any manner from the use of said poles and the facilities owned by the Licensor.
13. Nothing contained in this License Agreement shall obligate Licensor to maintain its poles or any of them in existence for a period of time longer than the same are convenient or necessary for its own service requirements.

14. Commencing January 1, 2000, and on January 1 of each succeeding year during the term of this Agreement, Licensee shall pay Licensor the sum of \$300.00 as a contract administration fee. On those dates, Licensee shall also pay Licensor a fee, described below, for each pole of Licensor to which Licensee is attached. Payment for each pole to which Licensee attaches during a contract year shall be prorated at one-twelfth (1/12) of the annual fee amount based on the number of whole months remaining during the contract year, which amount shall be paid within thirty (30) days after presentation of bills thereof.

The fees applicable shall be calculated pursuant to the formula set forth in CPUC Code 767.5. SDG&E shall calculate that amount by July 1 of each year and shall notify Licensee if a change to that fee shall be made for the pole attachment charge for the following year. The pole attachment charge for the year 2000 is \$5.86 per pole.

By giving six (6) month's notice to Licensee, Licensor may increase or decrease the rates specified in this paragraph, effective as of the first day of the following calendar year. If such changed annual amount is not acceptable to Licensee, Licensee may terminate this License Agreement as elsewhere provided herein.

15. All of Licensee's conductors, appurtenances and equipment supported on or by said pole shall be installed, operated and maintained by Licensee in a workmanlike manner in compliance with General Order No. 95 of the California Public Utilities Commission and any amendments, revisions and supplements thereto, including not less than the minimum clearances from all the other conductors and equipment as

specified in said order, or any superseding order, and in compliance with all applicable laws or ordinances.

16. Approval of the applications is not to be construed as assurance by Licensor that Licensee's conductors, appurtenances and equipment are, or will be erected an/or maintained in compliance with the requirements of General Order No. 95 and applicable laws; to the contrary, Licensor assumes no responsibility for any failure by Licensee to comply with the aforesaid requirements.

17. All work done on or about said poles or for Licensee in connection with the installation, operation and maintenance of Licensee's conductors or equipment shall be performed by workers qualified to perform such work, whether they be Licensee, its employee, its agent contractors or employees of contractors.

18. Licensee shall obtain all necessary permits and rights of way for the erection, operation and maintenance of Licensee's conductors and equipment over, along, across, on, through and under public streets, roads, highways and private property and this agreement shall not be construed as a grant of right of way or easement by Licensor except as to the use of Licensor's poles to support Licensee's conductors and equipment subject to the terms and conditions hereof, after the necessary permits and rights of way have been obtained by Licensee.

19. Licensee shall require that each employee, agent and contractor working on or about said poles under this License Agreement shall observe and comply with all security

rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about said poles by any employee, agent or contractor who is judged a doubtful security risk Licensee shall provide identification of all workers authorized by Licensee to work on or about Licensee's conductors or equipment on said poles.

20. Should Licensee fail or refuse to perform any of its obligations pursuant to this License Agreement and such failure continues for a period of thirty (30) days after written notice from Licensor, Licensor may revoke Licensee's right to use each, any and all such poles and Licensee shall remove its equipment from such pole or poles within said thirty (30) days; provided, however, that in the event Licensor should revoke Licensee's right to use 30 or more poles within any 30 day period, Licensee shall have sixty (60) days to remove said poles; provided further that in the event Licensor should revoke Licensee's right to use 60 or more poles within any 30 day period, then licensee shall have 120 days to remove said poles; provided, further that in the event Licensor should within any 90 day period revoke Licensee's right to use 90% or more of the poles of Licensor, in use by Licensee as of the beginning of said 90 day period, then Licensee shall have 240 days within which to accomplish such removal. If Licensee should default in the removal of its equipment from any pole within the time allowed for such removal, or should a default occur in the performance of any other work which it is obligated to perform under this agreement, Licensor may elect to do such work at Licensee's sole risk and expense and Licensee, upon demand, will reimburse Licensor for the entire expense thereby incurred. Licensee hereby absolves Licensor from any and all claims or actions which might

arise from the interruption or discontinuous of Licensee's operation as a result of the operation of the provisions of this paragraph, or this agreement as a whole.

21. Licensor does not by the terms and conditions of this agreement, purpose to grant to Licensee any right or privilege whatever to use poles owned by Pacific Bell, even though Licensor itself, has by reason of the said Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee will be obligated to comply with whatever terms and conditions have been or may hereafter be established by the said Pacific Bell for the use of the same.

22. Licensee shall, at its own sole risk and expense, place and maintain said equipment on said poles (I) in a safe condition and in thorough repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said poles by Licensor or others using said poles, or with the working use of facilities of Licensor or others on or from time to time placed on said poles, and (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe and with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

23. Licensee shall complete the installation of its equipment on the pole or poles covered by each approved individual application within such time limit as Licensor shall

designate on said application for such installation; and in the event Licensee should fail to complete the installation of its equipment on said pole or poles within said prescribed time limit, the permission granted by Licensor to place said equipment on said pole or poles shall thereby automatically be revoked and Licensee shall not have the right to place said equipment on said pole or poles without first again applying for and receiving permission to do so, all as prescribed in this License Agreement.

24. A. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of its equipment on said poles in the cases where Licensee's anchorage requirements are not coincident with those of Licensor.
- B. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's equipment and of Licensor's facilities on said poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgement such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its equipment on said poles.
- C. In those cases where existing guys and anchors are inadequate to support Licensee's strains and separate guys and anchors are not desired or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said poles, or any of them, resulting from the placing of additional facilities on said poles and said guys and anchors would have been adequate to hold the

additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

D. The term "strains" as herein used shall mean the forces created by the failure of a pole and its facilities located thereon to maintain its static equilibrium.

25. Licensee will obtain from public authorities and private owners of real property any and all permits, licenses or grants necessary for the lawful exercise of the permission granted by any application approved hereunder; and upon Licensor's request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements.

26. Licensee shall exercise special precautions to avoid Licensee's causing damage to the facilities of Licensor and others on said poles; and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

27. Licensor shall have the right to inspect each new installation of Licensee's equipment on and in the vicinity of said poles and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of Licensee's plant. Such inspections, made

or not, shall not relieve Licensee of any responsibility, obligation or liability assumed under this agreement.

28. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

- A. File with the Licensor a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about said poles, and shall file with Licensor, supplemental lists thereof whenever changes in such personnel are made; and
- B. Provide suitable identification to each such employee, agent and contractor.

29. Licensee covenants and agrees to indemnify and hold harmless Licensor from and against any and all demands, claims, suits, costs of defense, attorney's fees, witness fees, including expert witness fees, liabilities and other expenses for any interference with Licensor's service, for any interference with Licensee's service, for damage to property, including, but not limited to Licensor's property. Or for injury to or death of any person, including but not limited to any employee, agent, servant, independent contractor or employee of an agent, servant, or independent contractor of Licensor and any employee, agent, servant, independent contractor or employee of agent, servant, or independent contractor of Licensee, in any way arising from the construction installation, operation use, maintenance or existence of Licensee's conductors, appurtenances, devices or equipment on or about any poles owned by Licensor, or on or about any poles used by Licensor whether or not Licensor owns

such poles, or in the vicinity of Licensor's electric supply conductors and facilities wherever located, or from the exercise of any other privilege granted to Licensee by this License Agreement or from any other use of Licensor's poles or facilities by Licensee, regardless of the cause and even though caused in whole or part by the negligent act, acts, omission or omissions of Licensor or of its officers, employees, agents, servants, independent contractors or otherwise.

30. License covenants and agrees to provide and maintain insurance to cover:

- A. Workers Compensation with respect to all work done on or about said poles or for licensee:
- B. Comprehensive Liability for bodily injury or death in amounts not less than \$500,000.00 each person and \$1,000,000.00 each occurrence for any and all such risks against which Licensee agrees to indemnify and hold harmless Licensor by the terms of paragraph 30 of this License Agreement; and
- C. Comprehensive Liability for property damage, including consequential damage, in an amount not less than \$500,000.00 each occurrence for any and all such risks against which Licensee agrees to indemnify and hold harmless Licensor by the terms of paragraph 30 of this License Agreement.
- D. Contractual Liability for any and all such risks against Licensee agrees to indemnify and hold harmless Licensor by the terms of paragraph 30 of this License Agreement.

A comprehensive General Liability insurance policy, including bodily injury liability, and property damage liability in the amounts specified in parts (b) and (c) of this paragraph,

and including Blanket Contractual Liability insurance in equal amounts to those specified in parts (b) and (c) of this paragraph. Said insurance shall name San Diego Gas & Electric as an additional named insured and shall contain a cross liability clause. The policy or policies of insurance shall provide that notice shall be given to San Diego Gas & Electric at least ten (10) days prior to cancellation or material change in the form or coverage of any such policy or policies. The maximum limits of liability stated above shall be increased if and when requested by Licensor. Licensee shall provide to Licensor a copy of each insurance policy.

31. Licensee shall, within fifteen (15) days after the approval of the first pole attachment application under this License, furnish Licensor with a bond to cover the faithful performance by Licensee of all the terms and provisions of this License Agreement on its part to be performed and shall be in the amount of \$50,000, and in such form as Licensor shall specify from time to time. The bond shall also secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended to connection with the construction and installation, operation and maintenance or existence of Licensee's equipment pursuant to the terms of this License Agreement. Any change in the terms covenants or conditions of this License Agreement, with or without notice or consent of the surety, shall not release the surety on the said bond, provided the intent of this License Agreement is not altered thereby. Such bond shall be issued by a surety company selected by the Licensee and satisfactory to Licensor; said surety company shall be one whose name is on file with the County Clerk of San Diego County as an approved and financially sound surety company authorized to transact business in this state. Said bond shall meet all

requirement and contain all conditions required by the laws of the State of California. The bond shall not be subject to termination or cancellation, except on 90 days prior written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect through the life of this agreement.

32. In the event of default under any provision of this agreement and said default not being cured within (30) days after written notice to Licensee, Licensor may immediately commence and prosecute to completion the removal of any and all of Licensee's conductors, appurtenances and equipment supported on said poles and said cost of removal shall be recoverable by Licensor from Licensee or under Licensee's bond.

33. Licensee agrees to pay all reasonable legal expenses of Licensor, including attorney's fees, in the event of suit against Licensee to enforce the provisions of this License Agreement.

34. This License Agreement shall continue for a term of twenty (20) years from the date hereof and thereafter from year to year unless cancelled by either party as elsewhere provided herein or unless cancelled by written notice given by either party not less than 12 months prior to the anniversary date of this License.

35. Licensee shall not assign this License Agreement in whole or in part to any other person or party without the written consent of Licensor first had and obtained. Provided that Licensee may enter into agreements with third parties regarding the use

of Licensee's facilities provided the third party does not have the right to physically alter any pole attachment.

36. It is further agreed that any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this License Agreement shall not be construed to be a waiver of any subsequent or other breach of the same, nor shall the failure on the part of the Licensor to require or exact full and complete compliance with any of the conditions or obligations of this License Agreement, be construed as in any manner changing the terms hereof or stop the Licensor from enforcing the full provisions hereof. The terms of this License Agreement shall not be changed nor altered in any manner whatsoever, other than by written agreement of the Licensor and the Licensee.

37. It is mutually agreed that any notice or notices provided for by this License Agreement, or by law, be given or served upon the Licensee, may be given or served by registered letter, return receipt requested, addressed to , deposited in the United States mail or may be served personally upon said Licensee or any person hereafter authorized by said Licensee to receive such notice; and that any notice or notices provided by this License Agreement or by law to be served upon the Licensor may be given or served by registered letter addressed to San Diego Gas & Electric, Post Office Box 1831, San Diego, California, 92112; and that any notice or notices given or served herein shall be effective and binding for all purposes upon the parties so served.

38. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of the License Agreement.
39. Licensee shall keep Licensor's property, poles and facilities free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.
40. Either the appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach in default of this License Agreement, if any such appointment or action continues for a period of thirty (30) days.
41. This License Agreement shall be subject to such changes or modifications as may be required or authorized by law and by any regulatory commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this License Agreement shall so state.
42. The provisions of this License Agreement are conditional upon the right of the Licensor to commence or resume the use of the property rights hereinabove referred to whenever in the interest of its service to its patrons or consumers, it shall appear necessary or desirable to do so, as provided by General Order No. 69 of the Public Utilities Commission of the State of California.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

SAN DIEGO GAS & ELECTRIC

By: 
its Vice President

By: 
Mark Rivera
its DIRECTOR NETWORK DEPLOYMENT

Attachment C
SDG&E Advice Letter 2660-E
Sprint PCS

NAME CHANGE

FROM COX PCS ASSETS, L.L.C. TO SPRINT PCS, L.L.C.

5/12/03



Stella Acuna
Zoning Manager

PCS Division
CASDGB0100
2650 Camino Del Rio North, Suite 100
San Diego, CA 92108
Voice 619.220.7811
Fax 619.220.7830
PCS 619.249.3932
sacuna01@sprintspectrum.com

May 12, 2003

Carlos Castro
San Diego Gas & Electric
8316 Century Park Court, CP51D
San Diego, CA 92123-1582

Re: Pole Attachment License Agreement between San Diego Gas & Electric and Cox
PCS Assets, L.L.C.

Dear Carlos:

This is to notify you that Cox PCS Assets, L.L.C. has changed its name to "Sprint PCS Assets, L.L.C." Accordingly, our Master License Agreement and all pole attachment approvals will be applied for and should be issued under our new name. Additionally, any future correspondence should be addressed using the new entity name.

If you have any questions, do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Stella Acuna".

Stella Acuna

cc: Jennifer Moser, Moser Consulting
Steve Vandenburg, AFL Wireless
Dennis Ennis, BMS Communications

Enclosure: Sprint's Amended Certificate of Registration

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "COX PCS ASSETS, L.L.C.", CHANGING ITS NAME FROM "COX PCS ASSETS, L.L.C." TO "SPRINT PCS ASSETS, L.L.C.", FILED IN THIS OFFICE ON THE EIGHTH DAY OF MARCH, A.D. 2002, AT 9 O'CLOCK A.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2819851 8100

020157057

AUTHENTICATION: 1653942

DATE: 03-08-02



SECRETARY OF STATE

AMENDED CERTIFICATE OF REGISTRATION

I, BILL JONES, Secretary of State of the State of California, hereby certify:

That on the 20TH day of MARCH, 2002, there was filed in this office an Amended Application for Registration, Foreign Limited Liability Company whereby the name, under which the foreign limited liability company was registered and transacting business in California, as COX PCS ASSETS, L.L.C. a limited liability company organized and existing under the laws of DELAWARE was changed to SPRINT PCS ASSETS, L.L.C..

This limited liability company complied with the requirements of California law in effect on that date for the purpose of registering to transact Intrastate business in the State of California and as of the said date has been and is qualified and authorized to transact intrastate business in the State of California. Subject, however to any licensing requirements otherwise imposed by the laws of this State.

**IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this
27TH day of MARCH 2002.**



Bill Jones

**BILL JONES
Secretary of State**

LICENSE AGREEMENT

SPRINT PCS ASSETS, L.L.C.

**WIRE FACILITIES
DISTRIBUTION AND TRANSMISSION POLES**

12/26/03

LICENSE AGREEMENT
(Pole Attachment – Wire Facilities)

THIS LICENSE AGREEMENT (“Agreement”), is made as of this 26th day of December, 2003, (“Effective Date”) between SAN DIEGO GAS & ELECTRIC COMPANY, a California Corporation (“Licensor”) and Licensee, Sprint PCS Assets, LLC (“Licensee”). Licensor and Licensee may be referred to sometimes herein as “Party” and collectively as the “Parties.” This Agreement will cover future Applications to attach Licensee’s Equipment to Licensor’s Poles.

WHEREAS, Licensor is an electric corporation as defined in Public Utilities Code Section 218 and it distributes power throughout the County of San Diego and a portion of the County of Orange, State of California (“Service Territory”); and

WHEREAS, incident to the distribution of electric energy, Licensor has erected electric distribution and transmission poles and towers (collectively, “Poles”) within its Service Territory. Distribution Poles are defined as poles with conductors having a voltage of 12kV or less. Transmission Poles are defined as poles or towers with conductors having a voltage of 69kV or above, excluding the towers of the Southwest Power Link, which Licensor commonly refers to as “SWPL”. The Poles are (i) on the public streets, roads, highways and other public ways (collectively, “Streets”) pursuant to franchises with various cities and counties and (ii) on private property Licensor has purchased in fee or pursuant to easements it has obtained from the property owners (collectively, “Rights-of-Way”); and

WHEREAS, Licensor may have granted to other parties a right or license to use said Poles; and

WHEREAS, Licensee is engaged in the telecommunications business, being either a cable television company and/or a provider (by wire) of telecommunications service and has a Certificate of Public Convenience and Necessity (“CPCN”) from the Federal Communications Commission (“FCC”) and/or the California Public Utilities Commission (“CPUC”) and

WHEREAS, Licensee desires to use Poles as supports for cables and wires, together with associated messenger cables, guy wires, anchors and other messenger-attached appurtenances (all hereinafter called “Licensee’s Equipment” or “Equipment”);

NOW, THEREFORE, the following terms and conditions shall govern Licensee’s use of Licensor’s Poles for Licensee’s Equipment as Licensor may permit Licensee to use, after receipt and approval of Licensee’s Application for particular Poles. This Agreement shall be a master agreement and each individual Application, when approved, shall become a separate license incorporating by reference all the terms and conditions of this Agreement.

ARTICLE 1 – LICENSE

1.1 Licensor's Rights. Licensee's occupancy of Pole space for Licensee's Equipment and the design of its attachment shall be subject to the prior written approval of the Licensor, and its presence shall be subject to present or future occupancy of Pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain its Poles and to operate its facilities thereon in a manner necessary or convenient for its own requirements. Licensor shall not be liable to Licensee for any interruption in Licensee's use of Licensee's Equipment arising in any manner from the use by Licensor of its Poles and the facilities owned by Licensor.

1.2 General. Licensor hereby grants to Licensee a non-exclusive license to use the Poles for Licensee's Equipment as designated on an Application (see 1.3 below) and approved by Licensor. Licensee's use of Licensor's Poles shall be confined to Licensee's Equipment after Licensor has given Licensee written permission to install Licensee's Equipment on specified Poles, Licensee's Equipment shall be used only for Licensee's telecommunications business. Nothing contained in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Pole or Poles.

1.3 Licensee's Application. Whenever Licensee desires to place Licensee's Equipment on any of Licensor's Poles, Licensee shall make written Application to Licensor for permission to do so, in the number of copies and in the form from time to time prescribed by Licensor. The current form of the Pole Attachment Application is attached hereto, marked Exhibit A. Licensor's current Structural Licensing Process has been provided separately to Licensee and is incorporated by reference, even though it is not attached to this Agreement. If the Application is approved, permission to place Licensee's Equipment described in said Application on the Pole or Poles therein identified shall be indicated by Licensor's signing the Application in the place provided for that purpose and returning one signed copy to Licensee. The Application will then become a part of this Agreement and subject to all of its terms and conditions. In the event of any conflict between terms specified in an Application and the terms of this Agreement, the terms of this Agreement shall prevail.

1.4 Installation of Equipment. Upon its receipt of the signed copy of the Application, but not before, Licensee may install, maintain and use Licensee's Equipment as described in the Application on the Pole or Poles specified. Provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present during such installation. Licensee shall complete the installation of Licensee's Equipment on the Pole or Poles covered by each approved individual Application within such time limit as Licensor shall designate on said Application. If Licensee fails to complete the installation of Licensee's Equipment on said Pole or Poles within the prescribed time-limit (or within such additional time as Licensor may agree to in writing), the permission granted by Licensor in the signed Application to place Licensee's Equipment on said Pole(s) shall be automatically revoked. Licensee shall apply again for permission to attach Licensee's Equipment to the Poles.

1.5 Unauthorized Equipment. Licensee shall not have the right to place, and it shall not place, any Equipment on any Pole without first making Application therefore and receiving

permission to do so from Licensor as set forth above. Licensee shall not add any Equipment to any Pole or change the position of any Equipment on any Pole without Licensor's prior written approval. If Licensee places additional Equipment on an approved Pole, any Equipment on a non-approved Pole, or changes the position of Licensee's Equipment on an approved Pole, Licensor shall have the right to charge Licensee a one-time fee of Five Hundred Dollars (\$500.00) per Pole on which Licensee has made the unauthorized attachment. This fee is the Parties' reasonable estimate of the damages to Licensor because of the unauthorized attachment and shall be in addition to any fee usually charged by Licensor to determine whether to permit the attachment and the Annual Fee (as hereafter described). If Licensor determines it cannot permit the attachment, Licensee shall remove the Equipment within a reasonable amount of time as specified in Licensor's written notice. If Licensee fails to remove the unauthorized Equipment as required, Licensor may (but is not required to) remove it, at Licensee's sole cost and expense, and Licensee shall not be liable for damages to Licensee's Equipment nor for any interruption in service occasioned by Licensor's removal.

1.6 No Obligation to Maintain Poles. Nothing contained in this Agreement shall obligate Licensor to maintain its Poles or any of them in existence for a period of time longer than the same are convenient or necessary for Licensor's own service requirements. If Licensor determines that it no longer needs to maintain a Pole, Licensor may provide notice to Licensee in accordance with Section 7.3 below that Licensee's right to use such Pole is revoked.

ARTICLE 2 - SPACE

2.1 Insufficient Space. In the event that Licensee desires to use a Pole on which there is not adequate space for Licensee's Equipment, Licensor will so indicate on the Application, and if feasible Licensor shall state the necessary changes and the estimated cost thereof in order to accommodate Licensee's Equipment. If Licensee still desires to use said Pole or any Pole erected by way of replacement of an existing Pole and returns the Application marked to so indicate, Licensor will replace such Pole with a longer Pole and/or rearrange the facilities on such Pole. Provided that, Licensor may require Licensee to pay, in advance, to Licensor and any other party using said Pole by reason of a joint pole agreement or otherwise, the estimated cost to be incurred by each of them of transferring to the new Pole all equipment supported by the existing Pole, plus the installed cost of the new Pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less allowance for depreciation included with respect to the Pole removed and/or the estimated cost of such rearrangement of facilities. Licensee shall be responsible for Licensor's actual cost of this work. If the actual cost is greater than the estimated cost paid by Licensee to Licensor, Licensee shall pay the additional amount invoiced within thirty (30) days. If the actual cost is less than the estimated payment, Licensor shall refund the difference to Licensee without interest. It shall be Licensee's responsibility to make the appropriate arrangements with any other party who has equipment attached to the Pole.

2.2 Rearrangement of Equipment. In the event that, in Licensor's judgment, Licensee's existing Equipment on any Pole renders inadequate the space for the placement or use of any facilities thereon required by Licensor, and if said facilities could be placed on said Pole

by removing or rearranging Licensee's Equipment, Licensor may notify the Licensee of the removal or rearrangement required in order to permit the placement of Licensor's facilities as aforesaid, and to continue the accommodation of Licensee's Equipment, together with an estimate of the cost of making any such changes. If Licensee desires to continue to maintain its Equipment on said Pole, or such replacement Pole and so notifies Licensor, Licensor will make such Pole replacement, if required, and will request the other of the aforesaid parties then maintaining facilities upon such Pole to make such rearrangements or transfers of said existing facilities. The same shall be done at the risk and expense of Licensee and Licensee will, on demand, pay Licensor for the expense incurred. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said Pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise. If Licensee does not notify Licensor within thirty (30) days, Licensee shall remove its Equipment from such Pole within thirty (30) days from such notification from Licensor.

ARTICLE 3 – MINIMIZATION OF NUMBER OF POLES

3.1 Right of First Refusal/New Licensor Pole. In order to keep the number of Poles in the Service Territory to a practical minimum, Licensee agrees not to erect any pole of its own in Licensor's Service Territory where Licensor is willing to accommodate Licensee's Equipment or to provide a Pole reasonably adequate to accommodate Licensee's Equipment. If Licensee should require Equipment in a location and Licensor shall not have Poles so located as to fulfill Licensee's requirements, Licensee shall submit an Application to Licensor, in order that Licensor may determine whether it wishes to place Poles in such a location. If Licensor is willing to erect Poles in such location adequate to provide for Licensee's Equipment, Licensor shall so indicate on the Application and return it to Licensee. Licensor shall then proceed to erect said Poles. Upon receipt by Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's Equipment under the terms and provisions of this Agreement, or upon failure of Licensor to notify Licensee of approval of its Application within ninety (90) days from the date the Application is received by the Licensor, Licensee may proceed to erect its own poles. Until receipt of said notice or until expiration of the ninety (90) day period, Licensee will not erect any poles of its own within Licensor's Service Territory.

3.2 Replacement of Licensee's Pole. If Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this Agreement and Licensor desires to place and maintain a Pole or Poles of its own in or near the location of Licensee's pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. Said notice shall designate the pole or poles to be removed and replaced. After said thirty (30) day period, Licensor may replace Licensee's pole or poles with its own Pole or Poles. Upon such replacement, Licensee's use of Licensor's Pole or Poles shall be governed by all of the terms and conditions hereof; provided, however, no Annual Fee shall be applicable to Poles erected as replacement pursuant to the terms of this paragraph. Licensor shall bear the cost of removal and replacement of said Poles and of the relocation of Licensee's Equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

ARTICLE 4 – REMOVAL OR TRANSFER OF POLES AND ATTACHMENTS

4.1 Licensee's Replacement of Poles. Licensee shall, at its sole risk and expense, upon request of Licensor, relocate, replace or renew Licensee's Equipment and transfer it to Poles erected by way of replacement of existing Poles, and perform any other work in connection with said Equipment that may be required by Licensor; provided, however, that in cases of emergency, or if Licensee does not perform the work within 60 days, Licensor may, at Licensee's sole risk and expense relocate, replace or renew said Equipment, transfer it to Poles erected by the way of replacing existing Poles and perform any other work in connection with said Equipment that may be required in the maintenance, replacement, removal or relocation of said Poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said Pole or of facilities thereon and the Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred. Licensor need not do so, however, and Licensee shall be responsible to Licensor for all damages caused Licensor by the delay.

4.2 Licensee's Removal of Equipment. Licensee may at any time remove its Equipment from any of the Poles, and, in each such case, Licensee shall give Licensor prior written notice of such removal by submitting an Application stating the Equipment to be removed and, if applicable, the new Pole desired. Removal of Licensee's Equipment from any Pole within the time period specified in the Application or failure to install further approved Equipment on a new Pole within sixty (60) days from the date of Licensor's approval of the Application shall constitute a termination of Licensee's right to use such Pole; provided, however, that this provision shall be inapplicable if Licensee's right to use the Pole would otherwise be sooner terminated by reason of the operation of some other provision of this Agreement. As an alternative, Licensor may itself perform the removal at Licensee's cost.

4.3 Limitation of Damages. Licensor shall not be liable, whether in contract, tort, strict liability or otherwise for any special, incidental, indirect or consequential damages, including, but not limited to, interruption of Licensee's service or interference with the operation of Licensee's Equipment.

ARTICLE 5 - FEES

5.1 Contract Administration Fee. Commencing with the Effective Date of this Agreement and on January 1 of each succeeding year during the term of this Agreement, Licensee shall pay Licensor the sum of Three Hundred Dollars (\$300.00) as a contract administration fee. Payment shall be due and payable within sixty (60) days after Licensor's invoices.

5.2 Annual Fee. In January following the Effective Date, Licensor shall invoice Licensee for Annual Fees (described below) due for the preceding calendar year. During January of each succeeding year, Licensor shall invoice Licensee Annual Fees, described below,

for each Pole to which Licensee's Equipment is attached. Payment for each Pole to which Licensee's Equipment is attached during a calendar year shall be prorated at one-twelfth (1/12) of the Annual Fee amount based on the number of whole months remaining during the calendar year. Annual Fees shall be paid within sixty (60) days after presentation of Licensor's invoice. There shall be three separate types of Annual Fee: one for distribution Poles; one for transmission Poles in the Streets, and one for transmission Poles in Rights-of-Way.

5.2.1 Distribution Pole Annual Fee. The Annual Fee for attachments to distribution Poles is currently \$5.86 per Pole per year. The Annual Fee for distribution Poles is the same, whether the Poles are located in Streets or in Rights-of-Way.

5.2.2 Franchise Transmission Pole Annual Fee. The Annual Fee for attachments to transmission Poles in the Streets is currently \$16 per Pole per year.

5.2.3 Right-of-Way Transmission Pole Annual Fee. The Annual Fee for attachments to wood and steel transmission Poles in Rights-of-Way on the date of execution of this Agreement, is \$22.12 and \$278.97 per wood and steel Pole respectively, per year, which was set by the California Public Utilities Commission's ("CPUC") ruling in Case No. 00-09-025.

5.2.4 Existing Pole Attachments. Nothing herein shall be construed as Licensor's approval of any previously made un-authorized attachments or to prevent Licensor from exercising the remedies under this Agreement as a result of un-authorized attachments.

5.3 Payment and Late Charge. Licensee shall pay all invoices within sixty (60) days. Amounts not paid shall be subject to late charge of 5% and shall bear interest at the rate of 10% per annum until paid.

5.4 Change in Fees. Licensor may increase any or all of the fees specified in this Article not more often than once a year, in accordance with the methodology of California Public Utilities Code Section 767.5 and decisions of the CPUC, upon no less than sixty (60) days prior written notice to Licensee. Annual Fees for Licensee's Equipment already attached to Poles shall be effective the first day of the following calendar year. If such changed Contract Administration Fee or Annual Fee is not acceptable to Licensee, Licensee may terminate this Agreement as elsewhere provided herein and remove its Licensee's Equipment from the Poles, or, Licensee shall pay the prior year's Fees to Licensor and the Parties shall submit the matter to the CPUC for resolution (using the CPUC's dispute resolution procedures or any other appropriate method).

ARTICLE 6 – SAFETY AND PERMITS

6.1 Compliance with All Rules, Laws and Licensor's Specifications. Licensee shall, at its own sole risk and expense, place and maintain Licensee's Equipment on Poles (i) in a safe condition and in good repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said Poles by Licensor or others using said Poles, or with the working use of facilities of Licensor or others on or from time to time placed on said Poles, (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe in its Structural Licensing Process publication, and, (iv) in conformity with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing, General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

6.2 Licensor No Liability for Licensee's Noncompliance. Licensor's approval of Applications is not to be construed as assurance by Licensor that Licensee's Equipment as installed or maintained will comply with the requirements of General Order No. 95 and applicable laws. Licensor assumes no responsibility or liability for any failure by Licensee to comply with the requirements set forth in Section 6.1.

6.3 Guys and Anchors.

6.3.1 Not Coincident. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of Licensee's Equipment on said Poles in the cases where Licensee's anchorage requirements are not coincident with those of Licensor. In those cases where existing guys and anchors are inadequate to support Licensee's strains, and separate guys and anchors are not desired, or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said Poles, or any of them, resulting from the placing of additional facilities on said Poles and said guys and anchors would have been adequate to hold the additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

6.3.2 Coincident. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's Equipment and of Licensor's facilities on said Poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgment such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its Equipment on said Poles.

6.3.3 Strains. The term "strains" as herein used shall mean the forces created by the failure of a Pole and its facilities located thereon to maintain its static equilibrium.

6.4 Licensee's Duty of Care. Licensee shall exercise special precautions to avoid causing damage to the facilities of Licensor and others on the Poles, and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate

report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

6.5 Licensors Inspection. Licensor shall have the right to inspect each new installation of Licensee's Equipment on and in the vicinity of the Poles and to make inspections, thereafter at any time. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability under this Agreement.

6.6 Workers. All work done on or about the Poles or for Licensee in connection with the installation, operation and maintenance of Licensee's Equipment shall be performed by workers qualified to perform such work, and Licensee shall be solely liable for any and all damage, injury, or death resulting from the acts or omissions of Licensee, its employees, agents or contractors.

6.7 Permits. Licensee shall obtain all necessary franchises, permits, licenses and rights-of-way for the erection, operation and maintenance of Licensee's Equipment over, along, across, on, through and under the Streets and Rights-of-Way. Upon Licensor's request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements. This Agreement shall not be construed as a grant of right-of-way or easement by Licensor to use the property on which the Poles are located. This Agreement provides a right to use the Poles themselves to support Licensee's Equipment, after the necessary franchises, permits, licenses and/or and rights-of-way have been obtained by Licensee. Licensor makes no warranty, express or implied, that Licensor is granting Licensee any legal rights to install its facilities on public or private property, other than for the use of Licensor's Poles once all necessary franchises, permits, licenses and/or rights-of-way have been obtained by Licensee.

6.8 Security Rules. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about Poles by any of its employees, agents or contractors who is judged a security risk. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

a. File with the Licensor upon Licensor's request, a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about Poles or Licensee's Equipment, and shall file with Licensor supplemental lists thereof whenever changes in such personnel are made.

b. Provide suitable identification for each such employee, agent and contractor referred to in (a) above.

ARTICLE 7 – TERM AND TERMINATION OF LICENSE OR ATTACHMENTS

7.1 Term. Each Application, once approved by Licensor and incorporated into this Agreement, shall be a separate Agreement for Licensee's Equipment specified in said Application, which shall continue until terminated or revoked as elsewhere provided in this

Agreement. Licensee may terminate the Agreement for a particular Application by submitting an Application to remove the Equipment, in which case the termination shall be effective as of the date the Application is approved and Licensee has removed the Equipment.

7.2 Termination By Either Party. Licensor or Licensee may terminate this Agreement upon at least thirty days prior written notice to the other Party. Said termination shall not affect Applications already submitted by Licensee before the effective date of the termination. In addition, Licensor may also terminate this Agreement in whole or in part (including as to existing Pole attachments, Applications which have already been approved or which are pending), in the event of Licensee's default (see Section 9.1 below).

7.3 Revocation of Right to Use Poles. Licensor may revoke for any reason or no reason Licensee's right to use each, any, or all Poles at any time upon thirty (30) days written notice to Licensee, and Licensee shall remove Licensee's Equipment from such Poles within said thirty (30) days. Provided, however, that as long as Licensor has no contrary obligation to a local governmental authority or other third party, in the event Licensor should revoke Licensee's right to use:

(a) 30 - 59 Poles within any thirty (30) day period, Licensee shall have sixty (60) days to remove Licensee's Equipment;

(b) 60 - 90 Poles within any thirty (30) day period, then Licensee shall have one hundred twenty (120) days to remove Licensee's Equipment;

(c) If Licensee's Equipment is on more than 90 Poles, and Licensor terminates Licensee's right to use 90% or more of Poles in use by Licensee as of the beginning of a ninety (90) day period, then Licensee shall have 240 days within which to remove Licensee's Equipment.

(d) If Licensor revokes the right to use Poles under the provisions of General Order No. 69-C, Licensor shall attempt to provide Licensee with the same time periods as specified above to remove Licensee's Equipment, but Licensor need not do so if the interests of its patrons or consumers require otherwise.

7.4 Termination Because of General Order No. 69-C. Notwithstanding any provision in this Agreement to the contrary, this Agreement is subject to General Order No. 69-C of the CPUC and the right of Licensor, either itself or upon order of the CPUC, immediately upon written notice to Licensee, to terminate this Agreement or any Pole attachment whenever, in the interest of its service to its patrons or consumers, it shall appear necessary to do so. The terms of said General Order are incorporated by reference.

7.5 No Refunds / Removal of Equipment. No refunds of Annual Fees shall be due or payable for the year in which this Agreement (or any particular Application) terminates or is revoked. Licensee shall remove all of Licensee's Equipment from all Poles by the effective date of termination.

7.6 Licensor's Removal. If Licensee should fail to remove Licensee's Equipment from any Pole within the time periods allowed, Licensor may elect to do such work at Licensee's sole risk and expense. Licensee, upon demand, will reimburse Licensor for the entire expense incurred by Licensor.

7.7 Licensee's Waiver of Claims. Licensee hereby releases Licensor and holds Licensor harmless from any and all claims or actions which might arise from the interruption or discontinuance of Licensee's operation as a result of the application of this Article 7.0 or any other Section of this Agreement.

7.8 Pacific Bell's Poles. Licensor does not by the terms and conditions of this Agreement, purport to grant to Licensee any right or privilege whatever to use poles owned by Pacific Bell, even though Licensor itself, has by reason of a Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee is obligated to comply with whatever terms and conditions have been or may hereafter be established by Pacific Bell for the use of the same.

ARTICLE 8 – INDEMNITY, ENVIRONMENTAL AND INSURANCE

8.1 General Indemnity. Licensee shall indemnify and hold harmless Licensor (including its parent and affiliates) from and against any and all claims, demands, suits, causes of action, costs of defense, attorneys' fees, witness fees, including expert witness fees, penalties and all other liabilities (hereafter "Claims") for:

- (i) damage to or destruction of property of third parties;
- (ii) injury to or death of any person including, but not limited to, any employee, agent or independent contractor of Licensor or Licensee or of any third party;
- (iii) injury to or loss by Licensee's customers, any governmental entity, owner or occupant of the real property on which any Poles or Licensee's Equipment are located arising out of this Agreement, the exercise by Licensor or Licensee of any rights or remedies under this Agreement, or the breach by Licensee of any obligation or condition of this Agreement, except to the extent caused by the sole active negligence or willful misconduct of Licensor.
- (iv) any challenge to Licensor's franchise(s) or Rights-of-Way by a governmental entity or real property owner as a result of the attachment of Licensee's Equipment to Poles.

8.2 Environmental Compliance and Indemnity. Licensee shall comply with all applicable laws governing the use and occupancy of Pole(s) by Licensee and/or Licensee's Equipment including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Standards").

8.2.1 Notice of Harmful Condition. Licensee shall not create nor permit to be created nor permit to exist upon or near the Poles any non-compliance with Standards or any condition which could be alleged to create a nuisance, public, private or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Standard and Licensee shall

notify all applicable local, state or federal agencies as required by local, state or federal regulations.

8.2.2 Cost of Remediation. Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions and/or a violations of Standards.

8.2.3 Licensee's Indemnification from Harmful Conditions. Licensee shall indemnify, defend, and hold Licensor, its employees and agents, harmless from and against any claim or lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from or relate to any actual or alleged Harmful Conditions, actual or alleged violation of Standards, or actual or alleged injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of Licensor and Licensee, which arise during Licensee's presence on, or use of, the Pole(s). Licensee expressly agrees that the indemnification, and hold harmless obligations of this paragraph are assumed by Licensee regardless of the nature of the claim or the authority or person asserting such claim, and regardless of whether such claim arises in whole or in part from the sole active negligence or alleged negligence of Licensor or otherwise. Those obligations include the obligation to pay all costs, including, but not limited to, attorneys' fees (both in-house and outside counsel), judgments, expert witness fees, and costs, including those incurred on appeal. Further, Licensee expressly agrees that the indemnification, and hold harmless obligations assumed by Licensee with regard to abatement of Harmful Conditions and violations of Standards shall survive expiration or termination of this Agreement.

8.3 Insurance. At all times during the term of this Agreement, Licensee covenants and agrees to provide and maintain insurance in at least the minimum amounts specified below with insurers rated at least "A-" or better by A.M. Best's Guide. Licensor reserves the right to make reasonable changes in the amounts and types of insurance coverage it requires of Licensee, based upon changes in the insurance industry or Licensor's or Licensee's business, changes in risk exposure, history of claims against Licensee's insurance or of indemnity claims against Licensee, changes in Licensee's financial condition, or other reasonable factors as Licensor's Risk Management department may reasonably deem appropriate. Licensee shall be given at least sixty (60) days notice of a change in insurance requirements.

8.3.1 Commercial General Liability Insurance. Licensee shall maintain coverage for bodily injury and property damage, including, without limitation, blanket contractual liability and products/completed operations, with no exclusion for explosion, collapse and underground property damage hazards. Such insurance shall provide severability of interests or a cross liability clause. In no event shall such insurance be written for limits less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

8.3.2 Workers Compensation Insurance. Licensee shall maintain Workers' Compensation insurance as required by California law, including coverage for U.S. Longshoremen's and Harborworker's Act where applicable, and All States Endorsement and

Employer's Liability Insurance in limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

8.3.3 Automobile Insurance. Licensee shall maintain Commercial Automobile Liability insurance against claims for bodily injury and death or property damage covering all owned, non-owned and hired vehicles, with minimum limits of liability of \$1,000,000 combined single limit.

8.3.4 Additional Provisions. Any insurance carried in accordance with this Section with the exception of workers' compensation and employers liability shall provide that:

(i) Licensor (including its parent and affiliates) is named as an additional insured with the understanding that any obligation imposed upon the insured (including, without limitation, the duty to pay premiums or to inform customers of insurance lapses) shall be the sole obligation of Licensee and not that of any other insured;

(ii) The interests of Licensor (and its parent and affiliates) as an additional insured shall not be invalidated by any action or inaction of Licensee or any other person and shall insure Licensor (and its parent and affiliates), regardless of any breach or violation by Licensee or any other person, other than Licensor, as the case may be of any warranties, declarations or conditions contained in such policies;

(iii) Such insurance shall be primary without right of contribution of any other insurance or self insurance maintained by Licensor;

(iv) The policies will not be canceled or their limits of coverage reduced or restricted without giving Licensor at least thirty (30) days prior written notice, ten (10) days for cancellation due to non-payment of premium.

8.3.5 Evidence of Insurance. On or before the effective date of this Agreement and on each anniversary of such date, Licensee shall arrange for furnishing Licensor with certificates of insurance evidencing all required insurance. Such certification shall be executed by such insurer, or by an authorized representative of each insurer.

8.4 Surety and Payment Bonds. Upon Licensor's written request, Licensee shall, within fifteen (15) days, furnish Licensor with a bond to cover the faithful performance by Licensee of all the terms and provisions of this Agreement on its part to be performed, which shall be in the amount of at least \$50,000, or such other amount as Licensor may reasonably request. Upon Licensor's request, Licensee shall also provide a payment bond to secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended to connection with the construction and installation, operation and maintenance or existence of Licensee's Equipment pursuant to the terms of this Agreement. Any change in the terms covenants or conditions of this Agreement, with or without notice or consent of the surety or sureties, shall not release the surety on said bonds. Such bonds shall be issued by a surety company selected by the Licensee and satisfactory to Licensor; said surety company shall be one whose name is on file with the County Clerk of San Diego County as an approved and financially sound surety company authorized to transact business in this state. Said bonds shall meet all the requirements and contain all conditions required by the laws of the State of California. The bonds shall not be subject to termination or cancellation, except on 90 days prior

written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect through the life of this Agreement.

ARTICLE 9 - DEFAULT

9.1 Default. The appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach or default of this Agreement, if any such appointment or action continues for a period of thirty (30) days. Any purported transfer or assignment of this Agreement or any Pole attachment under it by Licensee (whether voluntarily or involuntarily) without the prior written consent of Licensor shall be a default under this Agreement. Any breach of any other material term of this Agreement which is not cured within thirty (30) days of Licensor's written notice to Licensee shall be a default under this Agreement including, but not limited to failure to, pay any Fee or other amount when due, or making an unauthorized attachment.

9.2 Remedies. In the event of any default hereunder, Licensee shall be liable to Licensor for all damages. Licensor, without further notice to Licensee, may immediately commence and prosecute to completion the removal of any and all of Licensee's Equipment and all costs of removal shall be recoverable by Licensor from Licensee. Removal shall be in addition to any other rights or remedies Licensor may have at law or equity. Licensor shall have no liability to Licensee for any damages Licensee may suffer directly or indirectly from any actions Licensor may take in exercising any of its remedies, including, but not limited to, those for loss of profits or claims by Licensee's customers.

ARTICLE 10 - MISCELLANEOUS

10.1 Assignments. Licensee shall not assign this Agreement, in whole or in part, voluntarily or involuntarily, to any other person or party without the written consent of Licensor first had and obtained. Licensee may enter into agreements with third parties regarding the use of Licensee's facilities provided that the third party does not have the right to physically alter any Pole or Licensee's Equipment.

10.2 Waiver. Any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or different condition or obligation.

10.3 Notices. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon (a) delivery by hand or overnight courier service; (b) two business days after deposited in the U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt, to the parties as follows:

Notice to Licensee:

Licensee

National Lease Management Group

6391 Sprint Parkway, Mailstop KSOPHT0101-Z2020

Overland Park, Kansas 66251-2650

Notice to Licensor:

San Diego Gas & Electric Company

Attention Compliance Management (Joint Facilities)

8316 Century Park Court, CP51D

San Diego, CA 92123-1582

Facsimile: (858) 654-0321

10.4 Time Is of the Essence. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of this Agreement.

10.5 No Liens. Licensee shall keep Licensor's property, the property where the Poles are located and the Poles free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

10.6 Changes. This Agreement shall be subject to such changes or modifications as may be required by decisions or orders of the California Public Utilities Commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this Agreement shall so state. Except as stated in the previous sentence, this Agreement shall not be changed or altered other than by written agreement of the Parties.

10.7 Integration. This Agreement including all attachments incorporated by reference constitutes the complete expression of the Parties' agreement as to its subject matter and supercedes all prior or contemporaneous oral or written agreements.

10.8 Choice of Law/Venue. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed. The federal and state courts located in San Diego County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

10.9 Joint and Several Liability. If there is more than one Licensee, the liability of each shall be joint and several.

10.10 No Partnership. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. All work performed by any one Party under this Agreement shall be performed as an independent contractor.

10.11 Interpretation. Section headings shall not expand, alter or limit the meaning of the text of this Agreement and are inserted for convenience only.

10.12 Exhibits and Recitals. All exhibits and recitals are incorporated by reference.

10.13 Survival. Where the context permits, the obligations of Licensee shall survive the Agreement's termination.

10.14 Attorney's Fees. If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees.

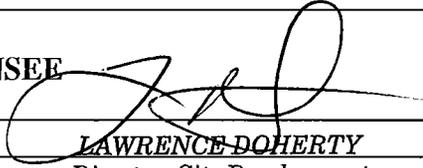
IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By:  _____

Its: _____

LICENSEE

By:  _____

Its: LAWRENCE DOHERTY _____

Director, Site Development

POLE ATTACHMENT APPLICATION



APPLICATION FOR:

- POLE ATTACHMENT
REMOVE ATTACHMENT
ALTER EXISTING ATTACHMENT

REQUESTED BY (LICENSEE):

Company
Mailing Address
City State Zip
Phone
Company Code (ID Tag)

MAIL TO: San Diego Gas & Electric Company
Attn: Distribution Asset Management
8316 Century Park Court
Suite CP51D
San Diego, CA 92123-1582

INFORMATION

APPLICATION NUMBER (Licensee)

DPSS NO. (SDG&E)

FACILITY USE: CATV Telephone
Telecom Other

TYPE OF ATTACHMENT: DIA. LBS. TENSION
Fiber Optic Cable
Coaxial Cable
Twisted Pair Copper
Equipment Over-lashing Yes No

POLE INFORMATION:
Distribution Poles
Transmission Poles
Poles in Franchise Position
Poles in Private Property (Right-of-Ways)

LICENSEE AGREES TO COMPLY WITH TERMS AND CONDITIONS OF THE ORIGINAL LICENSE AGREEMENT AND THE FOLLOWING APPLICATION REQUIREMENTS:

- 1. Limit the number of Poles applied for per application to 50 or less.
2. Billing will commence upon Licensor's date of Application approval.
3. Written notification of Pole attachment cancellations will be accepted up to 60 days from the Licensor's date of Application approval.
4. There will be no reimbursement for Pole attachments cancelled beyond 60 days from the Licensor's date of Application approval.
5. Construction must start within 90 days if no specific date is assigned in writing with returned approved Application.
6. Feasibility review fees and engineering review fees where applicable are due and payable before final attachment approvals.
7. Do not attach to Power Anchor.

In accordance with the terms of the License Agreement dated ..., 20..., covering the use of your Poles located within the County of ..., State of California, we hereby request permission to attach, remove or alter certain equipment on certain Poles, all as more particularly described and delineated on the Pole list on the reverse side of this form and the attached layout map. This Application is for ... poles. When approved by you, the Licensee's Equipment covered by this Application shall be a separate license incorporating by reference all of the terms and conditions of the License Agreement, including the terms below in the Permission for Pole Attachment section.

*Licensee in all cases will be responsible for making its own arrangement with other pole users for performance and billing of make ready work. Permission to attach may be withheld or delayed for failure to complete make ready work.

DATED ..., 20...

LICENSEE SIGNATURE
TITLE

APPLICATION ROUTING FOR ATTACHMENT REVIEW:

Application forwarded to: Date: SDG&E Re-Arrangement Work Required: YES (See Reverse) No
Assigned to: Date:
Attachment Review Approval: Date:
Routing completed by: (Forward to Distribution Asset Management, CP-51D for final application approval)

PERMISSION FOR POLE ATTACHMENT

Permission is hereby granted to Licensee to attach the Licensee's Equipment listed on this Application to Poles identified by this Application. As provided by the License Agreement, Licensee agrees to obtain all required franchises, permits or rights-of-way from the local governmental entity and real property owner and agrees to construct in compliance with G.O. 95 and all applicable General Order, national codes, and laws. Construction must be started within 90 days of final Application approval date. Application attachment approval may be revoked if construction is not complete within 6 months of final Application approval. Any questions you may have concerning Application approval should be directed to phone number

Verification of Completion: Completed by: Date:
YES NO

DATE ..., 20... Final Approval Date SIGNATURE Distribution Asset Management/Joint Utilities

POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction/Engineering Contact: _____
 Phone No.: _____
 Includes: Work Ready Form, Drawing

Application No. _____
 DPSS No. _____
 Thomas Brothers _____
 DFIS Map# _____

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
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| 24 | | | |
| 25 | | | |

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 26 | | | |
| 27 | | | |
| 28 | | | |
| 29 | | | |
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| 50 | | | |

Attachment D
SDG&E Advice Letter 2660-E
MCI Metro

CCTA SETTLEMENT RATE AGREEMENT

MCI METRO

1/21/11



A  Semptra Energy utility®

February 7, 2011

As a follow-up to our notice sent on January 28th, 2011 regarding our Settlement with the California Cable and Telecommunications Association (CCTA), San Diego Gas & Electric Company (SDG&E) hereby offers your company the opportunity to elect to pay the Settled Rates set forth in Attachment B of the Settlement Agreement and Mutual Release (Settlement), in lieu of the annual attachment rates payable under your company's current pole attachment license agreement with SDG&E. Please note that this offer is subject to any subsequent modifications to the Settlement or Settled Rates required by a court or regulatory agency, including the California Public Utilities Commission, or changes in the law.

If your company elects to pay the Settled Rates, then effective February 2011 and consistent with the Settlement, invoicing for such Settled Rates (and all pole attachment annual fees thereafter) under your license agreement with SDG&E shall occur in February of each year and shall accrue in advance for the entire calendar year in which the invoice is issued. Payment for the annual fees shall be due within 60 days of the date of the invoice. Consistent with the Settlement, retroactive application of these rates is not offered for previous pole attachment annual fee payments.

The following is applicable to pole attachment licensees that pay in arrears ONLY: If your company currently pays its pole attachment annual fees in arrears under your company's license agreement, please note that invoicing and payment of pole attachment annual fees must be done in advance for the calendar year to meet the requirements under the Settlement. In such a case, your company will receive two invoices in 2011, one for your 2010 pole attachment annual fees (payment in arrears) and another for your 2011 pole attachment annual fees (payment in advance). These two invoices are a result of the adjustment of transitioning from paying in arrears to paying in advance.

Please evidence your election to pay the Settled Rates and your agreement to the foregoing terms and conditions by signing below and returning the signed copy back to Carlos Castro at the following address:

Carlos Castro, Technical Adviser
San Diego Gas & Electric Company
8316 Century Park Ct., CP51D
San Diego, CA 92123-1582

Should you elect not to accept these terms, SDG&E shall continue to invoice the pole attachment annual fees in the manner set forth in your company's current pole attachment license agreement and at the continued rate of \$20.89 for 2011.

If you have any questions, please feel free to contact me at (858) 650-6121.

Sincerely,

Donna Hadley
T&D Asset Investment Manager

ACKNOWLEDGED AND AGREED:

Signature: Lisa E. Kahn
Print Name: Lisa E. Kahn
Title: Manager, Network Contract Services
Date: 3.28.11

LICENSE AGREEMENT

MCI METRO ACCESS TRANSMISSION SERVICES LLC

WIRE FACILITIES

DISTRIBUTION AND TRANSMISSION POLES

6/12/06

LICENSE AGREEMENT
(Pole Attachment – Wire Facilities)

THIS LICENSE AGREEMENT (“Agreement”), is made as of this 12th day of June, 2006, (“Effective Date”) between SAN DIEGO GAS & ELECTRIC COMPANY, a California Corporation (“Licensor”) and MCImetro Access Transmission Services LLC, a Delaware Limited Liability Company (“Licensee”). Licensor and Licensee may be referred to sometimes herein as “Party” and collectively as the “Parties.” This Agreement will cover future Applications to attach Licensee’s Equipment to Licensor’s Poles.

WHEREAS, Licensor and Licensee, successor in interest to Western Union Telegraph Co., are parties to that certain License Agreement dated January 1, 1985, and First Addendum to Pole Attachment Agreement dated March 15, 1995 (“License Agreement”).

WHEREAS, Licensor is an electric corporation as defined in Public Utilities Code Section 218 and it distributes power throughout the County of San Diego and a portion of the County of Orange, State of California (“Service Territory”); and

WHEREAS, incident to the distribution of electric energy, Licensor has erected electric distribution and transmission poles and towers (collectively, “Poles”) within its Service Territory. Distribution Poles are defined as poles with conductors having a voltage of 12kV or less. Transmission Poles are defined as poles or towers with conductors having a voltage of 69kV or above, excluding the towers of the Southwest Power Link, which Licensor commonly refers to as “SWPL”. The Poles are (i) on the public streets, roads, highways and other public ways (collectively, “Streets”) pursuant to franchises with various cities and counties and (ii) on private property Licensor has purchased in fee or pursuant to easements it has obtained from the property owners (collectively, “Rights-of-Way”); and

WHEREAS, Licensor may have granted to other parties a right or license to use said Poles; and

WHEREAS, Licensee is engaged in the telecommunications business, being either a cable television company and/or a provider (by wire) of telecommunications service and has a Certificate of Public Convenience and Necessity (“CPCN”) from the Federal Communications Commission (“FCC”) and/or the California Public Utilities Commission (“CPUC”) and

WHEREAS, Licensee desires to use Poles as supports for cables and wires, together with associated messenger cables, guy wires, anchors and other messenger-attached appurtenances (all hereinafter called “Licensee’s Equipment” or “Equipment”);

NOW, THEREFORE, the following terms and conditions shall govern Licensee’s use of Licensor’s Poles for Licensee’s Equipment as Licensor may permit Licensee to use, after receipt and approval of Licensee’s Application for particular Poles. This Agreement shall be a master

agreement and each individual Application, when approved, shall become a separate license incorporating by reference all the terms and conditions of this Agreement.

ARTICLE 1 – LICENSE

1.1 Licensor's Rights. Licensee's occupancy of Pole space for Licensee's Equipment and the design of its attachment shall be subject to the prior written approval of the Licensor, and its presence shall be subject to present or future occupancy of Pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain its Poles and to operate its facilities thereon in a manner necessary or convenient for its own requirements. Licensor shall not be liable to Licensee for any interruption in Licensee's use of Licensee's Equipment arising in any manner from the use by Licensor of its Poles and the facilities owned by Licensor.

1.2 General. Licensor hereby grants to Licensee a non-exclusive license to use the Poles for Licensee's Equipment as designated on an Application (see 1.3 below) and approved by Licensor. Licensee's use of Licensor's Poles shall be confined to Licensee's Equipment after Licensor has given Licensee written permission to install Licensee's Equipment on specified Poles. Licensee's Equipment shall be used only for Licensee's telecommunications business. Nothing contained in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Pole or Poles.

1.3 Licensee's Application. Whenever Licensee desires to place Licensee's Equipment on any of Licensor's Poles, Licensee shall make written Application to Licensor for permission to do so, in the number of copies and in the form from time to time prescribed by Licensor. The current form of the Pole Attachment Application is attached hereto, marked Exhibit A. Licensor's current Structural Licensing Process has been provided separately to Licensee and is incorporated by reference, even though it is not attached to this Agreement. If the Application is approved, permission to place Licensee's Equipment described in said Application on the Pole or Poles therein identified shall be indicated by Licensor's signing the Application in the place provided for that purpose and returning one signed copy to Licensee. The Application will then become a part of this Agreement and subject to all of its terms and conditions. In the event of any conflict between terms specified in an Application and the terms of this Agreement, the terms of this Agreement shall prevail.

1.4 Installation of Equipment. Upon its receipt of the signed copy of the Application, but not before, Licensee may install, maintain and use Licensee's Equipment as described in the Application on the Pole or Poles specified. Provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present during such installation. Licensee shall complete the installation of Licensee's Equipment on the Pole or Poles covered by each approved individual Application within such time limit as Licensor shall designate on said Application. If Licensee fails to complete the installation of Licensee's Equipment on said Pole or Poles within the prescribed time-limit (or within such additional time as Licensor may agree to in writing), the permission granted by Licensor in the signed Application to place Licensee's Equipment on said Pole(s) shall be

automatically revoked. Licensee shall apply again for permission to attach Licensee's Equipment to the Poles.

1.5 Unauthorized Equipment. Licensee shall not have the right to place, and it shall not place, any Equipment on any Pole without first making Application therefore and receiving permission to do so from Licensor as set forth above. Licensee shall not add any Equipment to any Pole or change the position of any Equipment on any Pole without Licensor's prior written approval. If Licensee places additional Equipment on an approved Pole, any Equipment on a non-approved Pole, or changes the position of Licensee's Equipment on an approved Pole, Licensor shall have the right to charge Licensee a one-time fee of Five Hundred Dollars (\$500.00) per Pole on which Licensee has made the unauthorized attachment. This fee is the Parties' reasonable estimate of the damages to Licensor because of the unauthorized attachment and shall be in addition to any fee usually charged by Licensor to determine whether to permit the attachment and the Annual Fee (as hereafter described). If Licensor determines it cannot permit the attachment, Licensee shall remove the Equipment within a reasonable amount of time as specified in Licensor's written notice. If Licensee fails to remove the unauthorized Equipment as required, Licensor may (but is not required to) remove it, at Licensee's sole cost and expense, and Licensee shall not be liable for damages to Licensee's Equipment nor for any interruption in service occasioned by Licensor's removal.

1.6 No Obligation to Maintain Poles. Nothing contained in this Agreement shall obligate Licensor to maintain its Poles or any of them in existence for a period of time longer than the same are convenient or necessary for Licensor's own service requirements. If Licensor determines that it no longer needs to maintain a Pole, Licensor may provide notice to Licensee in accordance with Section 7.3 below that Licensee's right to use such Pole is revoked.

ARTICLE 2 - SPACE

2.1 Insufficient Space. In the event that Licensee desires to use a Pole on which there is not adequate space for Licensee's Equipment, Licensor will so indicate on the Application, and if feasible Licensor shall state the necessary changes and the estimated cost thereof in order to accommodate Licensee's Equipment. If Licensee still desires to use said Pole or any Pole erected by way of replacement of an existing Pole and returns the Application marked to so indicate, Licensor will replace such Pole with a longer Pole and/or rearrange the facilities on such Pole. Provided that, Licensor may require Licensee to pay, in advance, to Licensor and any other party using said Pole by reason of a joint pole agreement or otherwise, the estimated cost to be incurred by each of them of transferring to the new Pole all equipment supported by the existing Pole, plus the installed cost of the new Pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less allowance for depreciation included with respect to the Pole removed and/or the estimated cost of such rearrangement of facilities. Licensee shall be responsible for Licensor's actual cost of this work. If the actual cost is greater than the estimated cost paid by Licensee to Licensor, Licensee shall pay the additional amount invoiced within thirty (30) days. If the actual cost is less than the estimated payment, Licensor shall refund the difference to Licensee without interest. It shall be

Licensee's responsibility to make the appropriate arrangements with any other party who has equipment attached to the Pole.

2.2 Rearrangement of Equipment. In the event that, in Licensor's judgment, Licensee's existing Equipment on any Pole renders inadequate the space for the placement or use of any facilities thereon required by Licensor, and if said facilities could be placed on said Pole by removing or rearranging Licensee's Equipment, Licensor may notify the Licensee of the removal or rearrangement required in order to permit the placement of Licensor's facilities as aforesaid, and to continue the accommodation of Licensee's Equipment, together with an estimate of the cost of making any such changes. If Licensee desires to continue to maintain its Equipment on said Pole, or such replacement Pole and so notifies Licensor, Licensor will make such Pole replacement, if required, and will request the other of the aforesaid parties then maintaining facilities upon such Pole to make such rearrangements or transfers of said existing facilities. The same shall be done at the risk and expense of Licensee and Licensee will, on demand, pay Licensor for the expense incurred. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said Pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise. If Licensee does not notify Licensor within thirty (30) days after Licensor notifies Licensee of the required removal or rearrangement as provided above, Licensee shall remove its Equipment from such Pole within thirty (30) days from such notification from Licensor.

ARTICLE 3 – MINIMIZATION OF NUMBER OF POLES

3.1 Right of First Refusal/New Licensor Pole. In order to keep the number of Poles in the Service Territory to a practical minimum, Licensee agrees not to erect any pole of its own in Licensor's Service Territory where Licensor is willing to accommodate Licensee's Equipment or to provide a Pole reasonably adequate to accommodate Licensee's Equipment. If Licensee should require Equipment in a location and Licensor shall not have Poles so located as to fulfill Licensee's requirements, Licensee shall submit an Application to Licensor, in order that Licensor may determine whether it wishes to place Poles in such a location. If Licensor is willing to erect Poles in such location adequate to provide for Licensee's Equipment, Licensor shall so indicate on the Application and return it to Licensee. Licensor shall then proceed to erect said Poles. Upon receipt by Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's Equipment under the terms and provisions of this Agreement, or upon failure of Licensor to notify Licensee of approval of its Application within ninety (90) days from the date the Application is received by the Licensor, Licensee may proceed to erect its own poles. Until receipt of said notice or until expiration of the ninety (90) day period, Licensee will not erect any poles of its own within Licensor's Service Territory.

3.2 Replacement of Licensee's Pole. If Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this Agreement and Licensor desires to place and maintain a Pole or Poles of its own in or near the location of Licensee's pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. Said notice shall designate the pole or poles to be

removed and replaced. After said thirty (30) day period, Licensor may replace Licensee's pole or poles with its own Pole or Poles. Upon such replacement, Licensee's use of Licensor's Pole or Poles shall be governed by all of the terms and conditions hereof; provided, however, no Annual Fee shall be applicable to Poles erected as replacement pursuant to the terms of this paragraph. Licensor shall bear the cost of removal and replacement of said Poles and of the relocation of Licensee's Equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

ARTICLE 4 – REMOVAL OR TRANSFER OF POLES AND ATTACHMENTS

4.1 Licensor's Replacement of Poles. Licensee shall, at its sole risk and expense, upon request of Licensor, relocate, replace or renew Licensee's Equipment and transfer it to Poles erected by way of replacement of existing Poles, and perform any other work in connection with said Equipment that may be required by Licensor; provided, however, that in cases of emergency, or if Licensee does not perform the work within 60 days, Licensor may, at Licensee's sole risk and expense relocate, replace or renew said Equipment, transfer it to Poles erected by the way of replacing existing Poles and perform any other work in connection with said Equipment that may be required in the maintenance, replacement, removal or relocation of said Poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said Pole or of facilities thereon and the Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred. Licensor need not do so, however, and Licensee shall be responsible to Licensor for all damages caused Licensor by the delay.

4.2 Licensee's Removal of Equipment. Licensee may at any time remove its Equipment from any of the Poles, and, in each such case, Licensee shall give Licensor prior written notice of such removal by submitting an Application stating the Equipment to be removed and, if applicable, the new Pole desired. Removal of Licensee's Equipment from any Pole within the time period specified in the Application or failure to install further approved Equipment on a new Pole within sixty (60) days from the date of Licensor's approval of the Application shall constitute a termination of Licensee's right to use such Pole; provided, however, that this provision shall be inapplicable if Licensee's right to use the Pole would otherwise be sooner terminated by reason of the operation of some other provision of this Agreement. As an alternative, Licensor may itself perform the removal at Licensee's cost.

4.3 Limitation of Damages. Licensor shall not be liable, whether in contract, tort, strict liability or otherwise for any special, incidental, indirect or consequential damages, including, but not limited to, interruption of Licensee's service or interference with the operation of Licensee's Equipment.

ARTICLE 5 - FEES

5.1 Contract Administration Fee. Commencing with the Effective Date of this Agreement and on January 1 of each succeeding year during the term of this Agreement,

Licensee shall pay Licensor the sum of Four Hundred Dollars (\$400.00) as a contract administration fee. Payment shall be due and payable within sixty (60) days after Licensor's invoices.

5.2 Annual Fee. In January following the Effective Date, Licensor shall invoice Licensee for Annual Fees (described below) due for the preceding calendar year. During January of each succeeding year, Licensor shall invoice Licensee Annual Fees, described below, for each Pole to which Licensee's Equipment is attached. Payment for each Pole to which Licensee's Equipment is attached during a calendar year shall be prorated at one-twelfth (1/12) of the Annual Fee amount based on the number of whole months remaining during the calendar year. Annual Fees shall be paid within sixty (60) days after presentation of Licensor's invoice. There shall be three separate types of Annual Fee: one for distribution Poles; one for transmission Poles in the Streets, and one for transmission Poles in Rights-of-Way.

5.2.1 Distribution Pole Annual Fee. The Annual Fee for attachments to distribution Poles is currently \$11.54 per Pole per year. The Annual Fee for distribution Poles is the same, whether the Poles are located in Streets or in Rights-of-Way.

5.2.2 Franchise Transmission Pole Annual Fee. The Annual Fee for attachments to transmission Poles in the Streets is currently \$16 per Pole per year.

5.2.3 Right-of-Way Transmission Pole Annual Fee. The Annual Fee for attachments to wood and steel transmission Poles in Rights-of-Way on the date of execution of this Agreement, is \$22.12 and \$278.97 per wood and steel Pole respectively, per year, which was set by the California Public Utilities Commission's ("CPUC") ruling in Case No. 00-09-025.

5.2.4 Existing Pole Attachments. Nothing herein shall be construed as Licensor's approval of any previously made un-authorized attachments or to prevent Licensor from exercising the remedies under this Agreement as a result of un-authorized attachments.

5.3 Payment and Late Charge. Licensee shall pay all invoices within sixty (60) days. Amounts not paid shall be subject to late charge of 5% and shall bear interest at the rate of 10% per annum until paid.

5.4 Change in Fees. Licensor may increase any or all of the fees specified in this Article not more often than once a year, in accordance with the methodology of California Public Utilities Code Section 767.5 and decisions of the CPUC, upon no less than sixty (60) days prior written notice to Licensee. Annual Fees for Licensee's Equipment already attached to Poles shall be effective the first day of the following calendar year. If such changed Contract Administration Fee or Annual Fee is not acceptable to Licensee, Licensee may terminate this Agreement as elsewhere provided herein and remove its Licensee's Equipment from the Poles, or, Licensee shall pay the prior year's Fees to Licensor and the Parties shall submit the matter to the CPUC for resolution (using the CPUC's dispute resolution procedures or any other appropriate method).

ARTICLE 6 – SAFETY AND PERMITS

6.1 Compliance with All Rules, Laws and Licensor’s Specifications. Licensee shall, at its own sole risk and expense, place and maintain Licensee’s Equipment on Poles (i) in a safe condition and in good repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said Poles by Licensor or others using said Poles, or with the working use of facilities of Licensor or others on or from time to time placed on said Poles, (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe in its Structural Licensing Process publication, and, (iv) in conformity with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing, General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

6.2 Licensor No Liability for Licensee’s Noncompliance. Licensor’s approval of Applications is not to be construed as assurance by Licensor that Licensee’s Equipment as installed or maintained will comply with the requirements of General Order No. 95 and applicable laws. Licensor assumes no responsibility or liability for any failure by Licensee to comply with the requirements set forth in Section 6.1.

6.3 Guys and Anchors.

6.3.1 Not Coincident. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of Licensee’s Equipment on said Poles in the cases where Licensee’s anchorage requirements are not coincident with those of Licensor. In those cases where existing guys and anchors are inadequate to support Licensee’s strains, and separate guys and anchors are not desired, or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said Poles, or any of them, resulting from the placing of additional facilities on said Poles and said guys and anchors would have been adequate to hold the additional strains if Licensee’s strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

6.3.2 Coincident. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee’s Equipment and of Licensor’s facilities on said Poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor’s judgment such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its Equipment on said Poles.

6.3.3 Strains. The term “strains” as herein used shall mean the forces created by the failure of a Pole and its facilities located thereon to maintain its static equilibrium.

6.4 Licensee's Duty of Care. Licensee shall exercise special precautions to avoid causing damage to the facilities of Licensor and others on the Poles, and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

6.5 Licensor's Inspection. Licensor shall have the right to inspect each new installation of Licensee's Equipment on and in the vicinity of the Poles and to make inspections, thereafter at any time. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability under this Agreement.

6.6 Workers. All work done on or about the Poles or for Licensee in connection with the installation, operation and maintenance of Licensee's Equipment shall be performed by workers qualified to perform such work, and Licensee shall be solely liable for any and all damage, injury, or death resulting from the acts or omissions of Licensee, its employees, agents or contractors.

6.7 Permits. Licensee shall obtain all necessary franchises, permits, licenses and rights-of-way for the erection, operation and maintenance of Licensee's Equipment over, along, across, on, through and under the Streets and Rights-of-Way. Upon Licensor's request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements. This Agreement shall not be construed as a grant of right-of-way or easement by Licensor to use the property on which the Poles are located. This Agreement provides a right to use the Poles themselves to support Licensee's Equipment, after the necessary franchises, permits, licenses and/or and rights-of-way have been obtained by Licensee. Licensor makes no warranty, express or implied, that Licensor is granting Licensee any legal rights to install its facilities on public or private property, other than for the use of Licensor's Poles once all necessary franchises, permits, licenses and/or rights-of-way have been obtained by Licensee.

6.8 Security Rules. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about Poles by any of its employees, agents or contractors who is judged a security risk. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

a. File with the Licensor upon Licensor's request, a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about Poles or Licensee's Equipment, and shall file with Licensor supplemental lists thereof upon request of Licensor

b. Provide suitable identification for each such employee, agent and contractor referred to in (a) above.

ARTICLE 7 – TERM AND TERMINATION OF LICENSE OR ATTACHMENTS

7.1 Term. Unless sooner terminated as provided herein, the initial term of this Agreement shall run from the Effective Date until the end of the calendar year which includes the Effective Date. This Agreement shall be automatically renewed for successive one (1) year terms beginning on the first day of each calendar year after the Effective Date. Each Application, once approved by Licensor and incorporated into this Agreement, shall be a separate Agreement for Licensee's Equipment specified in said Application, which shall continue until terminated or revoked as elsewhere provided in this Agreement. Licensee may terminate the Agreement for a particular Application by submitting an Application to remove the Equipment, in which case the termination shall be effective as of the date the Application is approved and Licensee has removed the Equipment.

7.2 Termination By Either Party. Licensor or Licensee may terminate this Agreement upon at least thirty days prior written notice to the other Party. Said termination shall not affect Applications already submitted by Licensee before the effective date of the termination. In addition, Licensor may also terminate this Agreement in whole or in part (including as to existing Pole attachments, Applications which have already been approved or which are pending), in the event of Licensee's default (see Section 9.1 below).

7.3 Revocation of Right to Use Poles. Licensor may revoke for any reason or no reason Licensee's right to use each, any, or all Poles at any time upon thirty (30) days written notice to Licensee, and Licensee shall remove Licensee's Equipment from such Poles within said thirty (30) days. Provided, however, that as long as Licensor has no contrary obligation to a local governmental authority or other third party, in the event Licensor should revoke Licensee's right to use:

(a) 30 - 59 Poles within any thirty (30) day period, Licensee shall have sixty (60) days to remove Licensee's Equipment;

(b) 60 - 90 Poles within any thirty (30) day period, then Licensee shall have one hundred twenty (120) days to remove Licensee's Equipment;

(c) If Licensee's Equipment is on more than 90 Poles, and Licensor terminates Licensee's right to use 90% or more of Poles in use by Licensee as of the beginning of a ninety (90) day period, then Licensee shall have 240 days within which to remove Licensee's Equipment.

(d) If Licensor revokes the right to use Poles under the provisions of General Order No. 69-C, Licensor shall attempt to provide Licensee with the same time periods as specified above to remove Licensee's Equipment, but Licensor need not do so if the interests of its patrons or consumers require otherwise.

7.4 Termination Because of General Order No. 69-C. Notwithstanding any provision in this Agreement to the contrary, this Agreement is subject to General Order No. 69-C of the CPUC and the right of Licensor, either itself or upon order of the CPUC, immediately upon written notice to Licensee, to terminate this Agreement or any Pole attachment whenever, in the

interest of its service to its patrons or consumers, it shall appear necessary to do so. The terms of said General Order are incorporated by reference.

7.5 No Refunds / Removal of Equipment. No refunds of Annual Fees shall be due or payable for the year in which this Agreement (or any particular Application) terminates or is revoked. Licensee shall remove all of Licensee's Equipment from all Poles by the effective date of termination.

7.6 Licensor's Removal. If Licensee should fail to remove Licensee's Equipment from any Pole within the time periods allowed, Licensor may elect to do such work at Licensee's sole risk and expense. Licensee, upon demand, will reimburse Licensor for the entire expense incurred by Licensor.

7.7 Licensee's Waiver of Claims. Licensee hereby releases Licensor and holds Licensor harmless from any and all claims or actions which might arise from the interruption or discontinuance of Licensee's operation as a result of the application of this Article 7.0 or any other Section of this Agreement.

7.8 Pacific Bell's Poles. Licensor does not by the terms and conditions of this Agreement, purport to grant to Licensee any right or privilege whatever to use poles owned by Pacific Bell, even though Licensor itself, has by reason of a Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee is obligated to comply with whatever terms and conditions have been or may hereafter be established by Pacific Bell for the use of the same.

ARTICLE 8 – INDEMNITY, ENVIRONMENTAL AND INSURANCE

8.1 General Indemnity. Licensee shall indemnify and hold harmless Licensor (including its parent and affiliates) from and against any and all claims, demands, suits, causes of action, costs of defense, attorneys' fees, witness fees, including expert witness fees, penalties and all other liabilities (hereafter "Claims") for:

- (i) damage to or destruction of property of third parties;
- (ii) injury to or death of any person including, but not limited to, any employee, agent or independent contractor of Licensor or Licensee or of any third party;
- (iii) injury to or loss by Licensee's customers, any governmental entity, owner or occupant of the real property on which any Poles or Licensee's Equipment are located arising out of this Agreement, the exercise by Licensor or Licensee of any rights or remedies under this Agreement, or the breach by Licensee of any obligation or condition of this Agreement, except to the extent caused by the sole active negligence or willful misconduct of Licensor.

(iv) any challenge to Licensor's franchise(s) or Rights-of-Way by a governmental entity or real property owner as a result of the attachment of Licensee's Equipment to Poles.

8.2 Environmental Compliance and Indemnity. Licensee shall comply with all applicable laws governing the use and occupancy of Pole(s) by Licensee and/or Licensee's Equipment including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Standards") but only to the extent such Standards apply to Licensee, Licensee's Equipment and/or Licensee's use of the Pole(s) or Licensee's Equipment.

8.2.1 Notice of Harmful Condition. Licensee shall not create nor permit to be created nor knowingly permit to exist upon or near the Poles any non-compliance with Standards or any condition which could be alleged to create a nuisance, public, private or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Standard and Licensee shall notify all applicable local, state or federal agencies as required by local, state or federal regulations.

8.2.2 Cost of Remediation. Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions and/or a violations of Standards caused by the actions or omissions of Licensee.

8.2.3 Licensee's Indemnification from Harmful Conditions. Licensee shall indemnify, defend, and hold Licensor, its employees and agents, harmless from and against any claim or lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from or relate to any actual or alleged Harmful Conditions, actual or alleged violation of Standards, or actual or alleged injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of Licensor and Licensee, which arise due to Licensee's presence on, or use of, the Pole(s), but only to the extent caused by the actions or omissions of Licensee. Licensee expressly agrees that the indemnification, and hold harmless obligations of this paragraph are assumed by Licensee regardless of the nature of the claim or the authority or person asserting such claim, and regardless of whether such claim arises in whole or in part from the negligence of Licensor or otherwise (provided, however, with the understanding that Licensee's obligations under this paragraph are limited to claims arising from Licensee's actions or omissions). Those obligations include the obligation to pay all costs, including, but not limited to, attorneys' fees (both in-house and outside counsel), judgments, expert witness fees, and costs, including those incurred on appeal. Further, Licensee expressly agrees that the indemnification, and hold harmless obligations assumed by Licensee with regard to abatement of Harmful Conditions and violations of Standards shall survive expiration or termination of this Agreement.

8.3 Insurance. At all times during the term of this Agreement, Licensee covenants and agrees to provide and maintain insurance in at least the minimum amounts specified below with insurers rated at least "A-" or better by A.M. Best's Guide. Licensor reserves the right to make reasonable changes in the amounts and types of insurance coverage it requires of Licensee, based upon changes in the insurance industry or Licensor's or Licensee's business, changes in risk exposure, history of claims against Licensee's insurance or of indemnity claims against Licensee, changes in Licensee's financial condition, or other reasonable factors as Licensor's Risk Management department may reasonably deem appropriate. Licensee shall be given at least sixty (60) days notice of a change in insurance requirements.

8.3.1 Commercial General Liability Insurance. Licensee shall maintain coverage for bodily injury and property damage, including, without limitation, blanket contractual liability and products/completed operations, with no exclusion for explosion, collapse and underground property damage hazards. Such insurance shall provide severability of interests or a cross liability clause. In no event shall such insurance be written for limits less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

8.3.2 Workers Compensation Insurance. Licensee shall maintain Workers' Compensation insurance as required by California law, including coverage for U.S. Longshoremen's and Harborworker's Act where applicable, and All States Endorsement and Employer's Liability Insurance in limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

8.3.3 Automobile Insurance. Licensee shall maintain Commercial Automobile Liability insurance against claims for bodily injury and death or property damage covering all owned, non-owned and hired vehicles, with minimum limits of liability of \$1,000,000 combined single limit.

8.3.4 Additional Provisions. Any insurance carried in accordance with this Section with the exception of workers' compensation and employers liability shall provide that:

(i) Licensor (including its parent and affiliates) is named as an additional insured with the understanding that any obligation imposed upon the insured (including, without limitation, the duty to pay premiums or to inform customers of insurance lapses) shall be the sole obligation of Licensee and not that of any other insured;

(ii) The interests of Licensor (and its parent and affiliates) as an additional insured shall not be invalidated by any action or inaction of Licensee or any other person and shall insure Licensor (and its parent and affiliates), regardless of any breach or violation by Licensee or any other person, other than Licensor, as the case may be of any warranties, declarations or conditions contained in such policies;

(iii) Such insurance shall be primary without right of contribution of any other insurance or self insurance maintained by Licensor;

(iv) The policies will not be canceled or their limits of coverage reduced or restricted without giving Licensor at least thirty (30) days prior written notice, ten (10) days for cancellation due to non-payment of premium.

8.3.5 Evidence of Insurance. On or before the effective date of this Agreement and on each anniversary of such date, Licensee shall arrange for furnishing Licensor with certificates of insurance evidencing all required insurance. Such certification shall be executed by such insurer, or by an authorized representative of each insurer.

8.4 Surety and Payment Bonds. Upon Licensor's written request, Licensee shall, within fifteen (15) days, furnish Licensor with a bond to cover the faithful performance by Licensee of all the terms and provisions of this Agreement on its part to be performed, which shall be in the amount of at least \$50,000, or such other amount as Licensor may reasonably request. Upon Licensor's request, Licensee shall also provide a payment bond to secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended to connection with the construction and installation, operation and maintenance or existence of Licensee's Equipment pursuant to the terms of this Agreement. Any change in the terms covenants or conditions of this Agreement, with or without notice or consent of the surety or sureties, shall not release the surety on said bonds. Such bonds shall be issued by a surety company selected by the Licensee and satisfactory to Licensor; said surety company shall be one whose name is on file with the County Clerk of San Diego County as an approved and financially sound surety company authorized to transact business in this state. Said bonds shall meet all the requirements and contain all conditions required by the laws of the State of California. The bonds shall not be subject to termination or cancellation, except on 90 days prior written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect through the life of this Agreement.

ARTICLE 9 - DEFAULT

9.1 Default. The appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach or default of this Agreement, if any such appointment or action continues for a period of thirty (30) days. Any purported transfer or assignment of this Agreement or any Pole attachment under it by Licensee (whether voluntarily or involuntarily) without the prior written consent of Licensor shall be a default under this Agreement. Any breach of any other material term of this Agreement which is not cured within thirty (30) days after Licensor's written notice to Licensee shall be a default under this Agreement including, but not limited to failure to, pay any Fee or other amount when due, or making an unauthorized attachment.

9.2 Remedies. In the event of any default hereunder, Licensee shall be liable to Licensor for all damages. Licensor, without further notice to Licensee, may immediately commence and prosecute to completion the removal of any and all of Licensee's Equipment and all costs of removal shall be recoverable by Licensor from Licensee. Removal shall be in

addition to any other rights or remedies Licensor may have at law or equity. Licensor shall have no liability to Licensee for any damages Licensee may suffer directly or indirectly from any actions Licensor may take in exercising any of its remedies, including, but not limited to, those for loss of profits or claims by Licensee's customers.

ARTICLE 10 - MISCELLANEOUS

10.1 Assignments. Licensee shall not assign this Agreement, in whole or in part, voluntarily or involuntarily, to any other person or party without the written consent of Licensor first had and obtained. Licensee may enter into agreements with third parties regarding the use of Licensee's facilities provided that the third party does not have the right to physically alter any Pole or Licensee's Equipment.

10.2 Waiver. Any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or different condition or obligation.

10.3 Notices. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon (a) delivery by hand or overnight courier service; (b) two business days after deposited in the U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt, to the parties as follows:

Notice to Licensee:

MCImetro Access Transmission Services LLC
Attention: Group Manager, Network Contract Services
2400 North Glenville Drive
Richardson, Texas 75082

Facsimile: 972-729-7482

With a copy to:

MCImetro Access Transmission Services LLC
Attention: Assistant General Counsel
2400 North Glenville Drive
Richardson, TX 75082

Facsimile: 972-729-6927

Notice to Licensor:

San Diego Gas & Electric Company
Attention Compliance Management (Joint Facilities)
8316 Century Park Court, CP51D
San Diego, CA 92123-1582
Facsimile: (858) 654-0321

10.4 Time Is of the Essence. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of this Agreement.

10.5 No Liens. Licensee shall keep Licensor's property, the property where the Poles are located and the Poles free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

10.6 Changes. This Agreement shall be subject to such changes or modifications as may be required by decisions or orders of the California Public Utilities Commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this Agreement shall so state. Except as stated in the previous sentence, this Agreement shall not be changed or altered other than by written agreement of the Parties.

10.7 Integration. This Agreement including all attachments incorporated by reference constitutes the complete expression of the Parties' agreement as to its subject matter and supersedes all prior or contemporaneous oral or written agreements. This Agreement will supersede and replace the License Agreement in its entirety and all existing Applications to attach Licensee's Equipment to Licensor's Poles under the License Agreement shall be incorporated into and be subject to all the terms and conditions of this Agreement.

10.8 Choice of Law/Venue. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed. The federal and state courts located in San Diego County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

10.9 Joint and Several Liability. If there is more than one Licensee, the liability of each shall be joint and several.

10.10 No Partnership. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. All work performed by any one Party under this Agreement shall be performed as an independent contractor.

10.11 Interpretation. Section headings shall not expand, alter or limit the meaning of the text of this Agreement and are inserted for convenience only.

10.12 Exhibits and Recitals. All exhibits and recitals are incorporated by reference.

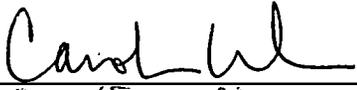
10.13 Survival. Where the context permits, the obligations of Licensee shall survive the Agreement's termination.

10.14 Attorney's Fees. If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to

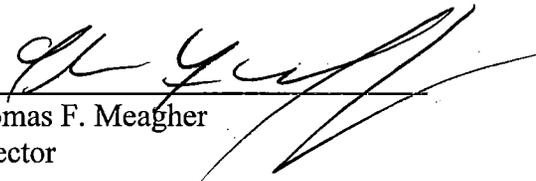
recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees.

IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By: 
Caroline Winn
Its: Director, Electric Transmission
+ Distribution Planning

MCI metro ACCESS TRANSMISSION SERVICES LLC

By: 
Thomas F. Meagher
Its: Director

POLE ATTACHMENT APPLICATION



APPLICATION FOR:

INFORMATION

- POLE ATTACHMENT
- REMOVE ATTACHMENT
- ALTER EXISTING ATTACHMENT

APPLICATION NUMBER _____
(Licensee)

DPSS NO. _____
(SDG&E)

REQUESTED BY (LICENSEE):

Company _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____

Company Code (ID Tag) _____

FACILITY USE:
CATV _____ Telephone _____
Telecom Other _____

TYPE OF ATTACHMENT: _____ DIA. LBS.
TENSION

- Fiber Optic Cable _____
- Coaxial Cable _____
- Twisted Pair Copper _____
- Equipment _____ Over-lashing Yes No

MAIL TO: San Diego Gas & Electric Company
Attn: Distribution Asset Management
8316 Century Park Court
Suite CP51D
San Diego, CA 92123-1582

POLE INFORMATION:
 Distribution Poles
 Transmission Poles
 Poles in Franchise Position
 Poles in Private Property (Right-of-Ways)

LICENSEE AGREES TO COMPLY WITH TERMS AND CONDITIONS OF THE ORIGINAL LICENSE AGREEMENT AND THE FOLLOWING APPLICATION REQUIREMENTS:

1. Limit the number of Poles applied for per application to 50 or less.
2. Billing will commence upon Licensor's date of Application approval. See "Permission for Pole Attachment" below.
3. Written notification of Pole attachment cancellations will be accepted up to 60 days from the Licensor's date of Application approval. After 60 days, an Application to Remove Attachment must be submitted for any cancellations.
4. There will be no reimbursement for Pole attachments cancelled beyond 60 days from the Licensor's date of Application approval.
5. Construction must start within 90 days if no specific date is assigned in writing with returned approved Application.
6. Feasibility review fees and engineering review fees where applicable are due and payable before final attachment approvals.

Do not attach to Power Anchor.

In accordance with the terms of the License Agreement dated _____, 20____, covering the use of your Poles located within the County of _____, State of California, we hereby request permission to attach, remove or alter certain equipment on certain Poles, all as more particularly described and delineated on the Pole list on the reverse side of this form and the attached layout map. This Application is for _____ poles. When approved by you, the Licensee's Equipment covered by this Application shall be a separate license incorporating by reference all of the terms and conditions of the License Agreement, including the terms below in the Permission for Pole Attachment section.

*Licensee in all cases will be responsible for making its own arrangement with other pole users for performance and billing of make ready work. Permission to attach may be withheld or delayed for failure to complete make ready work.

DATED _____, 20____

LICENSEE SIGNATURE _____
TITLE _____

APPLICATION ROUTING FOR ATTACHMENT REVIEW:

Application forwarded to: _____ Date: _____ SDG&E Re-Arrangement Work Required:
 YES (See Reverse) No

Assigned to: _____ Date: _____

Attachment Review Approval: _____ Date: _____

Routing completed by: _____ (Forward to Distribution Asset Management, CP-51D for final application approval)

PERMISSION FOR POLE ATTACHMENT

Permission is hereby granted to Licensee to attach the Licensee's Equipment listed on this Application to Poles identified by this Application. As provided by the License Agreement, Licensee agrees to obtain all required franchises, permits or rights-of-way from the local governmental entity and real property owner and agrees to construct in compliance with G.O. 95 and all applicable General Order, national codes, and laws. Construction must be started within 90 days of final Application approval date. Application attachment approval may be revoked if construction is not complete within 6 months of final Application approval. Any questions you may have concerning Application approval should be directed to phone number _____.

Verification of Completion:

YES NO _____

Completed by: _____

Date: _____

DATE _____, 20____
Final Approval Date

SIGNATURE _____
Distribution Asset Management/Joint Utilities

POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction/Engineering Contact: _____

Application No. _____

Phone No.: _____

DPSS No. _____

Includes: Work Ready Form, Drawing

Thomas Brothers _____

DFIS Map# _____

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
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| 22 | | | |
| 23 | | | |
| 24 | | | |
| 25 | | | |

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 26 | | | |
| 27 | | | |
| 28 | | | |
| 29 | | | |
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| 50 | | | |

Attachment E
SDG&E Advice Letter 2660-E
Sunesys

CCTA SETTLEMENT RATE

SUNESYS

DISTRIBUTION RATES ONLY

2/20/11



A  Semptra Energy utility*

February 7, 2011

As a follow-up to our notice sent on January 28th, 2011 regarding our Settlement with the California Cable and Telecommunications Association (CCTA), San Diego Gas & Electric Company (SDG&E) hereby offers your company the opportunity to elect to pay the Settled Rates set forth in Attachment B of the Settlement Agreement and Mutual Release (Settlement), in lieu of the annual attachment rates payable under your company's current pole attachment license agreement with SDG&E. Please note that this offer is subject to any subsequent modifications to the Settlement or Settled Rates required by a court or regulatory agency, including the California Public Utilities Commission, or changes in the law.

If your company elects to pay the Settled Rates, then effective February 2011 and consistent with the Settlement, invoicing for such Settled Rates (and all pole attachment annual fees thereafter) under your license agreement with SDG&E shall occur in February of each year and shall accrue in advance for the entire calendar year in which the invoice is issued. Payment for the annual fees shall be due within 60 days of the date of the invoice. Consistent with the Settlement, retroactive application of these rates is not offered for previous pole attachment annual fee payments.

The following is applicable to pole attachment licensees that pay in arrears ONLY:

If your company currently pays its pole attachment annual fees in arrears under your company's license agreement, please note that invoicing and payment of pole attachment annual fees must be done in advance for the calendar year to meet the requirements under the Settlement. In such a case, your company will receive two invoices in 2011, one for your 2010 pole attachment annual fees (payment in arrears) and another for your 2011 pole attachment annual fees (payment in advance). These two invoices are a result of the adjustment of transitioning from paying in arrears to paying in advance.

Please evidence your election to pay the Settled Rates and your agreement to the foregoing terms and conditions by signing below and returning the signed copy back to Carlos Castro at the following address no later than Monday, February 14, 2011:

Carlos Castro, Technical Adviser
San Diego Gas & Electric Company
8316 Century Park Ct., CP51D
San Diego, CA 92123-1582

Should you elect not to accept these terms, SDG&E shall continue to invoice the pole attachment annual fees in the manner set forth in your company's current pole attachment license agreement and at the continued rate of \$20.89 for 2011.

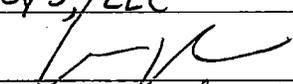
If you have any questions, please feel free to contact me at (858) 650-6121.

Sincerely,



Donna Hadley
T&D Asset Investment Manager

ACKNOWLEDGED AND AGREED:

Sunesys, LLC
Signature: 
Print Name: William P. Coleman
Title: S.V.P.
Date: February 9, 2011

LICENSE AGREEMENT

SUNESYS, LLC

WIRE FACILITIES

DISTRIBUTION

TRANSMISSION

6/8/07

ATTACHMENT A

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT, dated February 9, 2011, is delivered pursuant to the Settlement Agreement and Mutual Release, dated as of January 11, 2011 (as may be amended, modified or supplemented from time to time, the "Settlement Agreement"), among San Diego Gas & Electric Company ("SDG&E"), The California Cable and Telecommunications Association ("CCTA"), Coxcom, Inc. d/b/a Cox Communications San Diego, Time Warner Cable LLC, Cable USA, Inc., and all other members of CCTA who have agreed to be joined as Named Members thereunder. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed to them in the Settlement Agreement.

SECTION 1. AGREEMENT TO BE JOINED. The undersigned hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, the undersigned will be deemed to be a Named Member under the Settlement Agreement for all purposes of the Settlement Agreement, and shall have all of the rights and obligations of a Named Member thereunder as fully as if it had executed the Settlement Agreement. The undersigned hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Settlement Agreement.

SECTION 2. REPRESENTATIONS, WARRANTIES. The undersigned represents and warrants to SDG&E that the representations and warranties set forth in paragraphs 30 and 31 of the Settlement Agreement are true and correct representations and warranties of the undersigned as of the date hereof.

SECTION 3. NOTICES. The address for notices to be sent to the undersigned under the Settlement Agreement shall be as follows:

[INSERT NOTICE INFORMATION]

IN WITNESS WHEREOF, the undersigned and SDG&E have caused this Joinder Agreement to be duly executed and delivered by their respective duly authorized officers as of February 9, 2011.

Sunesys, LLC
[NAME OF ADDITIONAL NAMED MEMBER]

By: [Signature]
Name: William P. Coleman
Title: S.V.P.

SAN DIEGO GAS AND ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

LICENSE AGREEMENT
(Pole Attachment – Wire Facilities)

THIS LICENSE AGREEMENT (“Agreement”), is made as of this 8th day of JUNE, 2007, (“Effective Date”) between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (“Licensor”) and SUNESYS, LLC, a Delaware limited liability company (“Licensee”). Licensor and Licensee may be referred to sometimes herein as “Party” and collectively as the “Parties.” This Agreement will cover future Applications to attach Licensee’s Equipment to Licensor’s Poles.

WHEREAS, Licensor is an electric corporation as defined in Public Utilities Code Section 218 and it distributes power throughout the County of San Diego and a portion of the County of Orange, State of California (“Service Territory”); and

WHEREAS, incident to the distribution of electric energy, Licensor has erected electric distribution and transmission poles and towers (collectively, “Poles”) within its Service Territory. Distribution Poles are defined as poles with conductors having a voltage of 12kV or less. Transmission Poles are defined as poles or towers with conductors having a voltage of 69kV or above, excluding the towers of the Southwest Power Link, which Licensor commonly refers to as “SWPL”. The Poles are (i) on the public streets, roads, highways and other public ways (collectively, “Streets”) pursuant to franchises with various cities and counties and (ii) on private property Licensor has purchased in fee or pursuant to easements it has obtained from the property owners (collectively, “Rights-of-Way”); and

WHEREAS, Licensor may have granted to other parties a right or license to use said Poles; and

WHEREAS, Licensee desires to use Poles as supports for cables and wires, together with associated messenger cables, guy wires, anchors and other messenger-attached appurtenances (all hereinafter called “Licensee’s Equipment” or “Equipment”);

NOW, THEREFORE, the following terms and conditions shall govern Licensee’s use of Licensor’s Poles for Licensee’s Equipment as Licensor may permit Licensee to use, after receipt and approval of Licensee’s Application for particular Poles. This Agreement shall be a master agreement and each individual Application, when approved, shall become a separate license incorporating by reference all the terms and conditions of this Agreement.

ARTICLE 1 – LICENSE

1.1 Licensor’s Rights. Licensee’s occupancy of Pole space for Licensee’s Equipment and the design of its attachment shall be subject to the prior written approval of the Licensor, and its presence shall be subject to present or future occupancy of Pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain its Poles and to operate its

facilities thereon in a manner necessary or convenient for its own requirements. Licensor shall not be liable to Licensee for any interruption in Licensee's use of Licensee's Equipment arising in any manner from the use by Licensor of its Poles and the facilities owned by Licensor.

1.2 General. Licensor hereby grants to Licensee a non-exclusive license to use the Poles for Licensee's Equipment as designated on an Application (see 1.3 below) and approved by Licensor. Licensee's use of Licensor's Poles shall be confined to Licensee's Equipment after Licensor has given Licensee written permission to install Licensee's Equipment on specified Poles, Licensee's Equipment shall be used only for Licensee's telecommunications business. Nothing contained in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Pole or Poles.

1.3 Licensee's Application. Whenever Licensee desires to place Licensee's Equipment on any of Licensor's Poles, Licensee shall make written Application to Licensor for permission to do so, in the number of copies and in the form from time to time prescribed by Licensor. The current form of the Pole Attachment Application is attached hereto, marked Exhibit A. Licensor's current Structural Licensing Process has been provided separately to Licensee and is incorporated by reference, even though it is not attached to this Agreement. If the Application is approved, permission to place Licensee's Equipment described in said Application on the Pole or Poles therein identified shall be indicated by Licensor's signing the Application in the place provided for that purpose and returning one signed copy to Licensee. The Application will then become a part of this Agreement and subject to all of its terms and conditions. In the event of any conflict between terms specified in an Application and the terms of this Agreement, the terms of this Agreement shall prevail.

1.4 Installation of Equipment. Upon its receipt of the signed copy of the Application, but not before, Licensee may install, maintain and use Licensee's Equipment as described in the Application on the Pole or Poles specified. Provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present during such installation. Licensee shall complete the installation of Licensee's Equipment on the Pole or Poles covered by each approved individual Application within such time limit as Licensor shall designate on said Application. If Licensee fails to complete the installation of Licensee's Equipment on said Pole or Poles within the prescribed time-limit (or within such additional time as Licensor may agree to in writing), the permission granted by Licensor in the signed Application to place Licensee's Equipment on said Pole(s) shall be automatically revoked. Licensee shall apply again for permission to attach Licensee's Equipment to the Poles.

1.5 Unauthorized Equipment. Licensee shall not have the right to place, and it shall not place, any Equipment on any Pole without first making Application therefore and receiving permission to do so from Licensor as set forth above. Licensee shall not add any Equipment to any Pole or change the position of any Equipment on any Pole without Licensor's prior written approval. If Licensee places additional Equipment on an approved Pole, any Equipment on a non-approved Pole, or changes the position of Licensee's Equipment on an approved Pole, Licensor shall have the right to charge Licensee a one-time fee of Five Hundred Dollars (\$500.00) per Pole on which Licensee has made the unauthorized attachment. This fee is the

Parties' reasonable estimate of the damages to Licensor because of the unauthorized attachment and shall be in addition to any fee usually charged by Licensor to determine whether to permit the attachment and the Annual Fee (as hereafter described). If Licensor determines it cannot permit the attachment, Licensee shall remove the Equipment within a reasonable amount of time as specified in Licensor's written notice. If Licensee fails to remove the unauthorized Equipment as required, Licensor may (but is not required to) remove it, at Licensee's sole cost and expense, and Licensee shall not be liable for damages to Licensee's Equipment nor for any interruption in service occasioned by Licensor's removal.

1.6 No Obligation to Maintain Poles. Nothing contained in this Agreement shall obligate Licensor to maintain its Poles or any of them in existence for a period of time longer than the same are convenient or necessary for Licensor's own service requirements. If Licensor determines that it no longer needs to maintain a Pole, Licensor may provide notice to Licensee in accordance with Section 7.3 below that Licensee's right to use such Pole is revoked.

ARTICLE 2 - SPACE

2.1 Insufficient Space. In the event that Licensee desires to use a Pole on which there is not adequate space for Licensee's Equipment, Licensor will so indicate on the Application. Licensee may request that Licensor replace or rearrange the Pole to accommodate Licensee's Equipment, and Licensor shall provide Licensee with a written scope of work and estimate of costs for such replacement or rearrangement. If Licensee still desires to use said Pole or any Pole erected by way of replacement of an existing Pole and returns the Application marked to so indicate, Licensor will replace such Pole with a longer Pole and/or rearrange the facilities on such Pole, provided that, Licensor may require Licensee to pay, in advance, to Licensor and any other party using said Pole by reason of a joint pole agreement or otherwise, the estimated cost to be incurred by each of them of transferring to the new Pole all equipment supported by the existing Pole, plus the installed cost of the new Pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less allowance for depreciation included with respect to the Pole removed and/or the estimated cost of such rearrangement of facilities. Licensee shall be responsible for Licensor's actual cost of this work. If the actual cost is greater than the estimated cost paid by Licensee to Licensor, Licensee shall pay the additional amount invoiced within thirty (30) days. If the actual cost is less than the estimated payment, Licensor shall refund the difference to Licensee without interest. It shall be Licensee's responsibility to make the appropriate arrangements with any other party who has equipment attached to the Pole.

2.2 Rearrangement of Equipment. In the event that, in Licensor's judgment, Licensee's existing Equipment on any Pole renders inadequate the space for the placement or use of any facilities thereon required by Licensor, and if said facilities could be placed on said Pole by removing or rearranging Licensee's Equipment or replacing the pole, Licensor may notify the Licensee of the removal or rearrangement of Equipment or replacement of the Pole required in order to permit the placement of Licensor's facilities as aforesaid, and to continue the accommodation of Licensee's Equipment, together with an estimate of the cost of making any such changes or replacement.

If Licensor determines that a replacement Pole is required in order to accommodate Licensee's Equipment, then Licensor will make such Pole replacement and will request the other of the third parties then maintaining facilities upon such Pole to make such rearrangements or transfers of said existing facilities.

Licensee shall rearrange, remove or relocate its Equipment under this Section 2.2 within ninety (90) days after Licensor issues a written notice, or such additional time as may be mutually agreed upon, after which Licensee shall pay Licensor the actual cost for Licensor to change out the pole(s) and/or rearrange Licensor's facilities or remove the Equipment as solely determined by Licensor. If Licensee does not desire to maintain its Equipment on the Pole, then Licensee shall remove its Equipment within ninety (90) days after Licensor issues a written notice. If Licensee fails to remove its Equipment within the ninety (90) day period, Licensor may remove the Equipment at Licensee's sole risk and expense. If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's Equipment or changing out the pole, Licensee shall be entitled to re-install its Equipment on another Pole in accordance with the procedures set forth herein, except that the Annual Fee and the Attachment Fee set forth in Article 5 below shall be waived by Licensor to the extent they were paid for the subject Equipment.

Any such rearrangement of Licensee's Equipment or replacement of the Pole shall be done at the risk and expense of Licensee, and Licensee will, on demand, pay Licensor for the expense incurred. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said Pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise. If Licensee does not notify Licensor within thirty (30) days following receipt of the initial notice from Licensor, then Licensee shall be deemed to have elected to remove its Equipment from such Pole.

ARTICLE 3 – MINIMIZATION OF NUMBER OF POLES

3.1 **Right of First Refusal/New Licensor Pole.** In order to keep the number of Poles in the Service Territory to a practical minimum, Licensee agrees not to erect any pole of its own in Licensor's Service Territory where Licensor is willing to accommodate Licensee's Equipment or to provide a Pole reasonably adequate to accommodate Licensee's Equipment. If Licensee should require Equipment in a location and Licensor shall not have Poles so located as to fulfill Licensee's requirements, Licensee shall submit an Application to Licensor, in order that Licensor may determine whether it wishes to place Poles in such a location. If Licensor is willing to erect Poles in such location adequate to provide for Licensee's Equipment, Licensor shall so indicate on the Application and return it to Licensee. Licensor shall then proceed to erect said Poles. Upon receipt by Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's Equipment under the terms and provisions of this Agreement, or upon failure of Licensor to notify Licensee of approval of its Application within ninety (90) days from the date the Application is received by the Licensor, Licensee may proceed to erect its own poles in accordance with General Order 95, in which case Licensee agrees to bear all risks, liabilities,

and costs associated with the erection of the new pole, and to obtain all necessary approvals in respect thereof. Until receipt of said notice or until expiration of the ninety (90) day period, Licensee will not erect any poles of its own within Licensor's Service Territory.

3.2 Replacement of Licensee's Pole. If Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this Agreement and Licensor desires to place and maintain a Pole or Poles of its own in or near the location of Licensee's pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. Said notice shall designate the pole or poles of Licensee to be removed and replaced. After said thirty (30) day period, Licensor may replace Licensee's pole or poles with its own Pole or Poles. Upon such replacement, Licensee's use of Licensor's Pole or Poles shall be governed by all of the terms and conditions hereof; provided, however, no Annual Fee shall be applicable to Poles erected as replacement pursuant to the terms of this paragraph. Licensor shall bear the cost of removal and replacement of said poles, the erection of such Poles and of the relocation of Licensee's Equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

ARTICLE 4 – REMOVAL OR TRANSFER OF POLES AND ATTACHMENTS

4.1 Licensor's Replacement of Poles. Licensee shall, at its sole risk and expense, upon request of Licensor, relocate, replace or renew Licensee's Equipment and transfer it to Poles erected by way of replacement of existing Poles, and perform any other work in connection with said Equipment that may be required by Licensor; provided, however, that in cases of emergency, or if Licensee does not perform the work within 60 days, Licensor may, at Licensee's sole risk and expense relocate, replace or renew said Equipment, transfer it to Poles erected by the way of replacing existing Poles and perform any other work in connection with said Equipment that may be required in the maintenance, replacement, removal or relocation of said Poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said Pole or of facilities thereon and the Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred. Licensor need not do so, however, and Licensee shall be responsible to Licensor for all damages caused Licensor by the delay.

4.2 Licensee's Removal of Equipment. Licensee may at any time remove its Equipment from any of the Poles, and, in each such case, Licensee shall give Licensor prior written notice of such removal by submitting an Application identifying the Equipment to be removed and, if applicable, the new Pole desired. Licensee's failure to remove Licensee's Equipment from any such Pole within the time period specified in the Application or failure to install further approved Equipment on a new Pole within sixty (60) days from the date of Licensor's approval of the Application shall constitute a termination of Licensee's right to use such Pole; provided, however, that this provision shall be inapplicable if Licensee's right to use the Pole would otherwise be sooner terminated by reason of the operation of some other provision of this Agreement. As an alternative, following expiration of said applicable time

period, Licensor may itself perform the removal at Licensee's cost, expense and risk, and Licensee shall pay the actual cost incurred by Licensor for any removal performed by Licensor.

4.3 Limitation of Damages. Licensor shall not be liable, whether in contract, tort, strict liability or otherwise for any special, incidental, indirect or consequential damages, including, but not limited to, interruption of Licensee's service or interference with the operation of Licensee's Equipment.

ARTICLE 5 - FEES

5.1 Contract Administration Fee. Commencing with the Effective Date of this Agreement and on January 1 of each succeeding year during the term of this Agreement, Licensee shall pay Licensor the sum of Five Hundred Dollars (\$500.00) as a contract administration fee. Payment shall be due and payable within sixty (60) days after Licensor's invoices.

5.2 Annual Fee. In January following the Effective Date, Licensor shall invoice Licensee for Annual Fees (described below) due for the preceding calendar year. During January of each succeeding year, Licensor shall invoice Licensee Annual Fees, described below, for each Pole to which Licensee's Equipment is attached. Payment for each Pole to which Licensee's Equipment is attached during a calendar year shall be prorated at one-twelfth (1/12) of the Annual Fee amount based on the number of whole months remaining during the calendar year. Annual Fees shall be paid within sixty (60) days after presentation of Licensor's invoice. There shall be three separate types of Annual Fee: one for distribution Poles; one for transmission Poles in the Streets, and one for transmission Poles in Rights-of-Way.

5.2.1 Distribution Pole Annual Fee. The Annual Fee for attachments to distribution Poles is currently \$11.54 per Pole per year. The Annual Fee for distribution Poles is the same, whether the Poles are located in Streets or in Rights-of-Way.

5.2.2 Franchise Transmission Pole Annual Fee. The Annual Fee for attachments to transmission Poles in the Streets is currently \$16 per Pole per year.

5.2.3 Right-of-Way Transmission Pole Annual Fee. The Annual Fee for attachments to wood and steel transmission Poles in Rights-of-Way on the date of execution of this Agreement, is \$22.12 and \$278.97 per wood and steel Pole respectively, per year, which was set by the California Public Utilities Commission's ("CPUC") ruling in Case No. 00-09-025.

5.2.4 Existing Pole Attachments. Nothing herein shall be construed as Licensor's approval of any previously made un-authorized attachments or to prevent Licensor from exercising the remedies under this Agreement as a result of un-authorized attachments.

5.3 Payment and Late Charge. Licensee shall pay all invoices within sixty (60) days. Amounts not paid within such period shall be subject to late charge of 5% and shall bear interest at the rate of 10% per annum until paid.

5.4 Change in Fees. Licensor may increase any or all of the fees specified in this Article not more often than once a year, in accordance with the methodology of California Public Utilities Code Section 767.5 and decisions of the CPUC, upon no less than sixty (60) days prior written notice to Licensee. Annual Fees for Licensee's Equipment already attached to Poles shall be effective the first day of the following calendar year. If such changed Contract Administration Fee or Annual Fee is not acceptable to Licensee, Licensee may terminate this Agreement as elsewhere provided herein and remove Licensee's Equipment from the Poles, or, Licensee shall pay the prior year's Fees to Licensor and the Parties shall submit the matter to the CPUC for resolution (using the CPUC's dispute resolution procedure or any other appropriate method).

ARTICLE 6 – SAFETY AND PERMITS

6.1 Compliance with All Rules, Laws and Licensor's Specifications. Licensee shall, at its own sole risk and expense, place and maintain Licensee's Equipment on Poles (i) in a safe condition and in good repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said Poles by Licensor or others using said Poles, or with the working use of facilities of Licensor or others on or from time to time placed on said Poles, (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe in its Structural Licensing Process publication, and (iv) in conformity with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing, General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

6.2 Licensor No Liability for Licensee's Noncompliance. Licensor's approval of Applications is not to be construed as assurance by Licensor that Licensee's Equipment as installed or maintained will comply with the requirements of General Order No. 95 and applicable laws. Licensor assumes no responsibility or liability for any failure by Licensee to comply with the requirements set forth in Section 6.1.

6.3 Guys and Anchors.

6.3.1 Not Coincident. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of Licensee's Equipment on said Poles in the cases where Licensee's anchorage requirements are not coincident with those of Licensor. In those cases where existing guys and anchors are inadequate to support Licensee's strains, and separate guys and anchors are not desired, or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said Poles, or any of them, resulting from the placing of additional facilities on said Poles and said guys and

anchors would have been adequate to hold the additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

6.3.2 Coincident. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's Equipment and of Licensor's facilities on said Poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgment such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its Equipment on said Poles.

6.3.3 Strains. The term "strains" as herein used shall mean the forces created by the failure of a Pole and its facilities located thereon to maintain its static equilibrium.

6.4 Licensee's Duty of Care. Licensee shall use best efforts to avoid causing damage to the facilities of Licensor and others on the Poles, and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

6.5 Licensor's Inspection. Licensor shall have the right to inspect each new installation of Licensee's Equipment on and in the vicinity of the Poles and to make inspections, thereafter at any time. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability under this Agreement.

6.6 Workers. All work done on or about the Poles or for Licensee in connection with the installation, operation and maintenance of Licensee's Equipment shall be performed by workers qualified to perform such work, and Licensee shall be solely liable for any and all damage, injury, or death resulting from the acts or omissions of Licensee, its employees, agents or contractors.

6.7 Permits. Licensee shall obtain all necessary franchises, permits, licenses and rights-of-way for the erection, operation and maintenance of Licensee's Equipment over, along, across, on, through and under the Streets and Rights-of-Way. Upon Licensor's request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements. This Agreement shall not be construed as a grant of right-of-way or easement by Licensor to use the property on which the Poles are located. This Agreement provides a right to use the Poles themselves to support Licensee's Equipment, after the necessary franchises, permits, licenses and/or and rights-of-way have been obtained by Licensee. Licensor makes no warranty, express or implied, that Licensor is granting Licensee any legal rights to install its Equipment on public or private property, other than for the use of Licensor's Poles once all necessary franchises, permits, licenses and/or rights-of-way have been obtained by Licensee.

6.8 Security Rules. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to observe and comply with all security rules of

the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about Poles by any of its employees, agents or contractors who is judged a security risk. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

a. File with the Licensor upon Licensor's request, a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about Poles or Licensee's Equipment, and shall file with Licensor supplemental lists thereof whenever changes in such personnel are made.

b. Provide suitable identification for each such employee, agent and contractor referred to in (a) above.

ARTICLE 7 – TERM AND TERMINATION OF LICENSE OR ATTACHMENTS

7.1 Term. The term of this Agreement shall be five (5) years, commencing on the Effective Date (hereinafter "Term"). However, this Agreement may be terminated earlier (i) in accordance with Section 7.2, or (ii) for any reason by Licensee in which case, upon 60 days notice by Licensee, this Agreement shall terminate immediately upon Licensee's notice to Licensor that all Equipment covered by this Agreement has been removed.

Each Application, once approved by Licensor and incorporated into this Agreement, shall be a separate Agreement for Licensee's Equipment specified in said Application, which shall continue until this Agreement expires or is terminated or revoked as otherwise provided in this Agreement. Licensee may terminate this Agreement with respect to a particular Application by submitting an Application to remove the Equipment, in which case the termination shall be effective as of the date the Application is approved and Licensee has removed the Equipment.

7.2 Termination By Either Party. Licensor or Licensee may terminate this Agreement upon at least thirty days prior written notice to the other Party in the event of default and lapse of applicable cure periods in accordance with Section 9.1. Said termination shall not affect Applications already submitted by Licensee before the effective date of the termination. In addition, Licensor may also terminate this Agreement in whole or in part (including as to existing Pole attachments, Applications which have already been approved or which are pending), in the event of Licensee's default (see Section 9.1 below).

7.3 Revocation of Right to Use Poles. Licensor, in its sole judgment, may revoke the right to use any specified Pole at any time upon prior written notice to Licensee, which written notice shall be provided (i) thirty (30) days prior if such reason is related to the provision of electrical power, or (ii) ninety (90) days prior if for such other reasons related to Licensor's business operations as a utility governed by the CPUC. Notwithstanding the foregoing, in cases involving safety, public convenience or compliance with any law, regulation or other legal requirement, such time period required for such written notice to be provided prior to such revocation may be reduced to the extent necessary to address such cases. Licensee shall remove Licensee's Equipment from such Poles within the aforementioned periods; provided, however, that as long as Licensor has no contrary obligation to a local governmental authority or other

third party, in the event Licensor should elect, for the reasons set forth above, to revoke Licensee's right to use any Poles, Licensee shall have sixty (60) days to remove Licensee's Equipment from such Poles.

If Licensor revokes the right to use Poles under the provisions of General Order No. 69-C, Licensor shall attempt to provide Licensee with the same time periods as specified above to remove Licensee's Equipment, but Licensor need not do so if the interests of its patrons or consumers require otherwise.

In any such case of such revocation, Licensee may submit an Application to transfer any of the affected Licensee Equipment to any other Licensor Pole(s) that might be available for such purposes, at Licensee's sole cost and expense.

7.4 Termination Because of General Order No. 69-C. Notwithstanding any provision in this Agreement to the contrary, this Agreement is subject to General Order No. 69-C of the CPUC and the right of Licensor, either itself or upon order of the CPUC, immediately upon written notice to Licensee, to terminate this Agreement or any Pole attachment whenever, in the interest of its service to its patrons or customers, it shall appear necessary to do so. The terms of said General Order are incorporated by reference.

7.5 No Refunds / Removal of Equipment. No refunds of Annual Fees shall be due or payable for the year in which this Agreement (or any particular Application) terminates or is revoked. Licensee shall remove all of Licensee's Equipment from all Poles by the effective date of termination.

7.6 Licensor's Removal. If Licensee should fail to remove Licensee's Equipment from any Pole within the time periods allowed in Section 7.3, Licensor may elect to do such work at Licensee's sole risk and expense. Licensee, upon demand, will reimburse Licensor for the entire expense incurred by Licensor.

7.7 Licensee's Waiver of Claims. Licensee hereby releases Licensor and holds Licensor harmless from any and all claims or actions which might arise from the interruption or discontinuance of Licensee's operation as a result of the application of this Article 7.0 or any other Section of this Agreement.

7.8 Pacific Bell's Poles. Licensor does not by the terms and conditions of this Agreement, purport to grant to Licensee any right or privilege whatever to use poles owned by Pacific Bell, even though Licensor itself, has by reason of a Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee is obligated to comply with whatever terms and conditions have been or may hereafter be established by Pacific Bell for the use of the same.

ARTICLE 8 – INDEMNITY, ENVIRONMENTAL AND INSURANCE

8.1 General Indemnity. Licensee shall indemnify and hold harmless Licensor (including its parent and affiliates) from and against any and all claims, demands, suits, causes of action, costs of defense, attorneys' fees, witness fees, including expert witness fees, penalties and all other liabilities (hereafter "Claims") for:

- (i) damage to or destruction of property of third parties;
- (ii) injury to or death of any person including, but not limited to, any employee, agent or independent contractor of Licensor or Licensee or of any third party;
- (iii) injury to or loss by Licensee's customers, any governmental entity, owner or occupant of the real property on which any Poles or Licensee's Equipment are located arising out of this Agreement, the exercise by Licensor or Licensee of any rights or remedies under this Agreement, or the breach by Licensee of any obligation or condition of this Agreement, except to the extent caused by the sole active negligence or willful misconduct of Licensor.
- (iv) any challenge to Licensor's franchise(s) or Rights-of-Way by a governmental entity or real property owner as a result of the attachment of Licensee's Equipment to Poles.

8.2 Environmental Compliance and Indemnity. Licensee shall comply with all applicable laws governing the use and occupancy of Pole(s) by Licensee and/or Licensee's Equipment including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Standards").

8.2.1 Notice of Harmful Condition. Licensee shall not create nor permit to be created nor permit to exist upon or near the Poles any non-compliance with Standards or any condition which could be alleged to create a nuisance, public, private or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Standard and Licensee shall notify all applicable local, state or federal agencies as required by local, state or federal regulations.

8.2.2 Cost of Remediation. Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions and/or violation of Standards caused by Licensee or any of its agents, employees or contractors.

8.2.3 Licensee's Indemnification from Harmful Conditions. Licensee shall indemnify, defend, and hold Licensor, its employees and agents, harmless from and against any claim or lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from or relate to any actual or alleged Harmful Conditions, actual or alleged violation of Standards, or actual or alleged injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of Licensor and Licensee, which arise as a result of (a) Licensee's presence on, or use of, the Pole(s) or (b) any act or omission of

Licensee, its employees, agents or contractors. Licensee expressly agrees that the indemnification, and hold harmless obligations of this paragraph are assumed by Licensee regardless of the nature of the claim or the authority or person asserting such claim, and regardless of whether such claim arises in whole or in part from the sole active negligence or alleged negligence of Licensor or otherwise. Those obligations include the obligation to pay all costs, including, but not limited to, attorneys' fees (both in-house and outside counsel), judgments, expert witness fees, and costs, including those incurred on appeal. Further, Licensee expressly agrees that the indemnification, and hold harmless obligations assumed by Licensee with regard to abatement of Harmful Conditions and violations of Standards shall survive expiration or termination of this Agreement.

8.3 Insurance. At all times during the term of this Agreement, Licensee covenants and agrees to provide and maintain insurance in at least the minimum amounts specified below with insurers rated at least "A-" or better by A.M. Best's Guide. Licensor reserves the right to make reasonable changes in the amounts and types of insurance coverage it requires of Licensee, based upon changes in the insurance industry or Licensor's or Licensee's business, changes in risk exposure, history of claims against Licensee's insurance or of indemnity claims against Licensee, changes in Licensee's financial condition, or other reasonable factors as Licensor's Risk Management department may reasonably deem appropriate. Licensee shall be given at least sixty (60) days notice of a change in insurance requirements.

8.3.1 Commercial General Liability Insurance. Licensee shall maintain coverage for bodily injury and property damage, including, without limitation, blanket contractual liability and products/completed operations, with no exclusion for explosion, collapse and underground property damage hazards. Such insurance shall provide severability of interests or a cross liability clause. In no event shall such insurance be written for limits less than \$10,000,000 per occurrence and \$20,000,000 in the aggregate.

8.3.2 Workers Compensation Insurance. Licensee shall maintain Workers' Compensation insurance as required by California law, including coverage for U.S. Longshoremen's and Harborworker's Act where applicable, and All States Endorsement and Employer's Liability Insurance in limits of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease.

8.3.3 Automobile Insurance. Licensee shall maintain Commercial Automobile Liability insurance against claims for bodily injury and death or property damage covering all owned, non-owned and hired vehicles, with minimum limits of liability of \$1,000,000 combined single limit.

8.3.4 Additional Provisions. Any insurance carried in accordance with this Section with the exception of workers' compensation and employer's liability shall provide that:

(i) Licensor (including its parent and affiliates) is named as an additional insured with the understanding that any obligation imposed upon the insured (including, without limitation, the duty to pay premiums or to inform customers of insurance lapses) shall be the sole obligation of Licensee and not that of any other insured;

(ii) The interests of Licensor (and its parent and affiliates) as an additional insured shall not be invalidated by any action or inaction of Licensee or any other person and shall insure Licensor (and its parent and affiliates), regardless of any breach or violation by Licensee or any other person, other than Licensor, as the case may be of any warranties, declarations or conditions contained in such policies;

(iii) Such insurance shall be primary without right of contribution of any other insurance or self insurance maintained by Licensor;

(iv) The policies will not be canceled or their limits of coverage reduced or restricted without giving Licensor at least thirty (30) days prior written notice, ten (10) days for cancellation due to non-payment of premium.

8.3.5 Evidence of Insurance. On or before the effective date of this Agreement and on each anniversary of such date, Licensee shall arrange for furnishing Licensor with certificates of insurance evidencing all required insurance. Such certification shall be executed by such insurer, or by an authorized representative of each insurer.

8.4 Surety and Payment Bonds. Upon Licensor's written request, Licensee shall, within fifteen (15) days, furnish Licensor with a bond to cover the faithful performance by Licensee of all the terms and provisions of this Agreement on its part to be performed, which shall be in the amount of at least \$50,000, or such other amount as Licensor may reasonably request. Upon Licensor's request, Licensee shall also provide a payment bond to secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended to connection with the construction and installation, operation and maintenance or existence of Licensee's Equipment pursuant to the terms of this Agreement. Any change in the terms covenants or conditions of this Agreement, with or without notice or consent of the surety or sureties, shall not release the surety on said bonds. Such bonds shall be issued by a surety company selected by the Licensee and satisfactory to Licensor; said surety company shall be one whose name is on file with the County Clerk of San Diego County as an approved and financially sound surety company authorized to transact business in this state. Said bonds shall meet all the requirements and contain all conditions required by the laws of the State of California. The bonds shall not be subject to termination or cancellation, except on 90 days prior written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect through the life of this Agreement.

ARTICLE 9 - DEFAULT

9.1 Default. The appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach or default of this Agreement, if any such appointment or action continues for a period of thirty (30) days or more. Any purported transfer or assignment of this Agreement or any Pole attachment under it by Licensee (whether voluntarily or involuntarily) without the prior written consent of Licensor shall be a default under this Agreement. Any breach of any other material term of this Agreement which is not cured within thirty (30) days of Licensor's written notice to Licensee of such default shall be a default under this Agreement including, but not

limited to failure to, pay any Fee or other amount when due, or making an unauthorized attachment.

9.2 Remedies. In the event of any default hereunder, Licensee shall be liable to Licensor for all remedies prescribed or permitted hereunder or as otherwise available at law or in equity. Licensor, without further notice to Licensee, may immediately commence and prosecute to completion the removal of any and all of Licensee's Equipment and all costs incurred by Licensor in connection with such removal shall be recoverable by Licensor from Licensee. Removal shall be in addition to any other rights or remedies Licensor may have at law or equity. Licensor shall have no liability to Licensee for any damages Licensee may suffer directly or indirectly from any actions Licensor may take in exercising any of its remedies, including, but not limited to, those for loss of profits or claims by Licensee's customers.

ARTICLE 10 - MISCELLANEOUS

10.1 Assignments. Licensee shall not assign this Agreement, in whole or in part, voluntarily or involuntarily, to any other person or party without the written consent of Licensor first had and obtained. Licensee may enter into agreements with third parties regarding the use of Licensee's facilities provided that the third party does not have the right to physically alter any Pole or Licensee's Equipment.

10.2 Waiver. Any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or different condition or obligation.

10.3 Notices. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon (a) delivery by hand or overnight courier service; (b) two business days after deposited in the U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt, to the parties as follows:

Notice to Licensee:

Sunesys, LLC

Attention: Senior Counsel

202 Titus Avenue

Warrington, PA 18976

Facsimile: (267) 927-2090

Notice to Licensor:

San Diego Gas & Electric Company

Attention: Compliance Management (Joint Facilities)

8316 Century Park Court, CP51D

San Diego, CA 92123-1582

Facsimile: (858) 654-0321

10.4 Time Is of the Essence. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of this Agreement.

10.5 No Liens. Licensee shall keep Licensor's property, the property where the Poles are located and the Poles free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

10.6 Changes. This Agreement shall be subject to such changes or modifications as may be required by decisions or orders of the California Public Utilities Commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this Agreement shall so state. Except as stated in the previous sentence, this Agreement shall not be changed or altered other than by written agreement of the Parties.

10.7 Integration. This Agreement including all attachments incorporated by reference constitutes the complete expression of the Parties' agreement as to its subject matter and supersedes all prior or contemporaneous oral or written agreements.

10.8 Choice of Law/Venue. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed. The federal and state courts located in San Diego County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

10.9 Joint and Several Liability. If there is more than one Licensee, the liability of each shall be joint and several.

10.10 No Partnership. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. All work performed by any one Party under this Agreement shall be performed as an independent contractor.

10.11 Interpretation. Section headings shall not expand, alter or limit the meaning of the text of this Agreement and are inserted for convenience only.

10.12 Exhibits and Recitals. All exhibits and recitals are incorporated by reference.

10.13 Survival. Where the context or nature of the provisions of this Agreement refer to time periods subsequent any expiration or termination of this Agreement, the obligations of the respective Parties shall survive such expiration or termination of this Agreement or any Application.

10.14 Attorney's Fees. If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable

attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees.

10.15 Counterpart Execution. This Agreement may be executed by the parties hereto in any number of counterparts (and by each of the parties hereto on separate counterparts), each of which when so executed and delivered (which execution and delivery may be evidenced by facsimile or by other electronic means thereof) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____

Title: _____

[Signature]
Director - Transmission and Distribution
Asset Management

LICENSEE

SUNESYS, LLC

By: _____

Title: _____

[Signature]
S.V.R.
5-22-07

attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees.

10.15 Counterpart Execution. This Agreement may be executed by the parties hereto in any number of counterparts (and by each of the parties hereto on separate counterparts), each of which when so executed and delivered (which execution and delivery may be evidenced by facsimile or by other electronic means thereof) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____
Title: _____

**LICENSEE
SUNESYS, LLC**

By: *AL N/A*
Title: *S.V.P.*
5-22-07

POLE ATTACHMENT APPLICATION



A Sempra Energy company

APPLICATION FOR:

- POLE ATTACHMENT
REMOVE ATTACHMENT
ALTER EXISTING ATTACHMENT

REQUESTED BY (LICENSEE):

Company
Mailing Address
City State Zip
Phone
Company Code (ID Tag)

MAIL TO: San Diego Gas & Electric Company
Attn: Distribution Asset Management
8316 Century Park Court
Suite CP51D
San Diego, CA 92123-1582

INFORMATION

APPLICATION NUMBER (Licensee)

DPSS NO. (SDG&E)

FACILITY USE: CATV Telephone Telecom Other

TYPE OF ATTACHMENT: DIA. LBS. TENSION
Fiber Optic Cable
Coaxial Cable
Twisted Pair Copper
Equipment Over-lashing Yes No

POLE INFORMATION:
Distribution Poles
Transmission Poles
Poles in Franchise Position
Poles in Private Property (Right-of-Ways)

LICENSEE AGREES TO COMPLY WITH TERMS AND CONDITIONS OF THE ORIGINAL LICENSE AGREEMENT AND THE FOLLOWING APPLICATION REQUIREMENTS:

- 1. Limit the number of Poles applied for per application to 50 or less.
2. Billing will commence upon Licensor's date of Application approval.
3. Written notification of Pole attachment cancellations will be accepted up to 60 days from the Licensor's date of Application approval.
4. There will be no reimbursement for Pole attachments cancelled beyond 60 days from the Licensor's date of Application approval.
5. Construction must start within 90 days if no specific date is assigned in writing with returned approved Application.
6. Feasibility review fees and engineering review fees where applicable are due and payable before final attachment approvals.
7. Do not attach to Power Anchor.

In accordance with the terms of the License Agreement dated, 20, covering the use of your Poles located within the County of, State of California, we hereby request permission to attach, remove or alter certain equipment on certain Poles, all as more particularly described and delineated on the Pole list on the reverse side of this form and the attached layout map. This Application is for poles. When approved by you, the Licensee's Equipment covered by this Application shall be a separate license incorporating by reference all of the terms and conditions of the License Agreement, including the terms below in the Permission for Pole Attachment section.

*Licensee in all cases will be responsible for making its own arrangement with other pole users for performance and billing of make ready work. Permission to attach may be withheld or delayed for failure to complete make ready work.

DATED, 20

LICENSEE SIGNATURE
TITLE

APPLICATION ROUTING FOR ATTACHMENT REVIEW:

Application forwarded to: Date: SDG&E Re-Arrangement Work Required: YES (See Reverse) No

Assigned to: Date:

Attachment Review Approval: Date:

Routing completed by: (Forward to Distribution Asset Management, CP-51D for final application approval)

PERMISSION FOR POLE ATTACHMENT

Permission is hereby granted to Licensee to attach the Licensee's Equipment listed on this Application to Poles identified by this Application. As provided by the License Agreement, Licensee agrees to obtain all required franchises, permits or rights-of-way from the local governmental entity and real property owner and agrees to construct in compliance with G.O. 95 and all applicable General Order, national codes, and laws. Construction must be started within 90 days of final Application approval date. Application attachment approval may be revoked if construction is not complete within 6 months of final Application approval. Any questions you may have concerning Application approval should be directed to phone number

Verification of Completion:

Completed by: Date: YES NO

DATE, 20
Final Approval Date

SIGNATURE
Distribution Asset Management/Joint Utilities

POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction/Engineering Contact: _____
 Phone No.: _____
 Includes: Work Ready Form, Drawing

Application No. _____
 DPSS No. _____
 Thomas Brothers _____
 DFIS Map# _____

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 1 | | | |
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(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
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Attachment F
SDG&E Advice Letter 2660-E
Level 3 Communications

LICENSE AGREEMENT

LEVEL 3 COMMUNICATIONS

DISTRIBUTION POLES

WIRELINE

WIRELESS ANTENNA

WIRELESS POLE – TOP ANTENNA

ANCILLARY EQUIPMENT

8/16/10

CONTRACT APPROVAL SIGN-OFF SHEET

The attached contract is recommended for approval by:

COMPLIANCE MANAGEMENT



Date 6/10/10

Comments: Level 3 – Pole Attachment License Agreement (Distribution Poles)

LEGAL



Date 6/23/10

Comments:

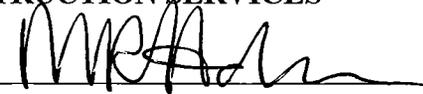
CONSTRUCTION SERVICES



Date 8/3/10

Comments:

CONSTRUCTION SERVICES



Date 8/16/10

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CONTRACT APPROVAL PROCESS

Purpose - To provide a standard review process for review and approval of “umbrella” type contracts that require corporate officer review and signature.

Intent - This process covers approval of the following types of contracts:

- The general Distribution Joint Pole Use agreement
- The general Joint Trench agreement
- The general Transmission Joint Pole Use agreement
- Non-Disclosure Agreements

Process - Using the standard contract as the starting point, the Compliance Management Group shall negotiate the contract and obtain Legal approval on the contracts prior to forwarding to the Transmission & Distribution Asset Manager. With these approvals the contracts will be forwarded to the Transmission and Distribution Asset Director for signature approval. Attachment “A” is the “approval” cover sheet to be used in processing all contract signature approvals. Attachment “B” is a sample cover letter to use in asking for management approval.

LICENSE AGREEMENT
(Pole Attachment – Distribution Poles)

THIS LICENSE AGREEMENT (“Agreement”) is made as of this 16 day of ~~April~~^{August}, 2010, (“Effective Date”) between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (“Licensor”) and Level 3 Communications, LLC, a Delaware limited liability company (“Licensee”). Licensor and Licensee may be referred to sometimes herein as “Party” and collectively as the “Parties.” This Agreement will cover future Applications to attach Licensee’s Equipment to Licensor’s Poles.

WHEREAS, Licensor is an electric corporation as defined in California Public Utilities Code Section 218 and it distributes power throughout the County of San Diego and a portion of the County of Orange, State of California (“Service Territory”); and

WHEREAS, incident to the distribution of electric energy, Licensor has erected electric distribution poles and towers (collectively, “Poles”) within its Service Territory. Poles are defined as poles or towers with conductors having a voltage of less than 69kV. The Poles are (i) on the public streets, roads, highways and other public ways (collectively, “Streets”) pursuant to franchises with various cities and counties and (ii) on private property Licensor has purchased in fee or pursuant to easements it has obtained from the property owners (collectively, “Rights-of-Way”); and

WHEREAS, Licensor may have granted to other parties a right or license to use said Poles; and

WHEREAS, Licensee desires to use Poles as supports for (a) cables and wires, together with associated messenger cables, guy wires, anchors and other messenger-attached appurtenances (“Wireline Attachments”), (b) wireless antennas (other than Wireless Pole-Top Antenna Attachments), together with their associated elements (e.g. associated cables, messengers and pole line hardware) and supporting elements (e.g. cross arms, brackets), other than Ancillary Equipment (“Wireless Antenna Attachments”), (c) wireless antennas installed above Licensor’s 50kV (or less) power lines, together with their associated elements (e.g. associated cables, messengers and pole line hardware) and supporting elements (e.g. cross arms, brackets) (“Wireless Pole-Top Antenna Attachments”) and/or (d) ancillary equipment as defined by Licensor’s Structural Licensing Process publication, “Electric Distribution Overhead Construction Standards” (“Construction Standards”), such as brackets, RF Nodes, battery back-up boxes, disconnect switches, electric conduit, messenger cables and other appurtenances hereinafter (“Ancillary Equipment Attachments”, and together with Wireline Attachments, Wireless Antenna Attachments, and Wireless Pole-Top Antenna Attachments, collectively hereinafter called “Licensee’s Equipment” or “Equipment”);

NOW, THEREFORE, the following terms and conditions shall govern Licensee’s use of Licensor’s Poles for Licensee’s Equipment as Licensor may permit Licensee to use, after receipt and approval of Licensee’s Application for particular Poles. This Agreement shall be a master

agreement and each individual Application, when approved, shall become a separate license incorporating by reference all the terms and conditions of this Agreement.

ARTICLE 1 – LICENSE

1.1 Licensor's Rights. Licensee's occupancy of Pole space for Licensee's Equipment and the design of its attachment shall be subject to the prior written approval of the Licensor, and its presence shall be subject to present or future occupancy of Pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain its Poles and to operate its facilities thereon in a manner necessary or convenient for its own requirements. Licensor shall not be liable to Licensee for any interruption in Licensee's use of Licensee's Equipment arising in any manner from the use by Licensor of its Poles and the facilities owned by Licensor, unless such interruption is solely caused by Licensor's negligence or willful misconduct.

1.2 General. Licensor hereby grants to Licensee a non-exclusive license to use the Poles for Licensee's Equipment as designated on an Application (see 1.3 below) approved by Licensor and subject to the terms of this Agreement. Licensee's use of Licensor's Poles shall be confined to Licensee's Equipment after Licensor has given Licensee written permission to install Licensee's Equipment on specified Poles, Licensee's Equipment shall be used only for Licensee's telecommunications business. Nothing contained in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Pole or Poles, and nothing in this Agreement shall be construed to confer any permit, license or grant to use the property of any persons other than the written revocable license to use Licensor's Poles as provided in this Agreement.

1.3 Licensee's Application. Whenever Licensee desires to place Licensee's Equipment on any of Licensor's Poles, Licensee shall make written Application to Licensor for permission to do so, in the number of copies and in the form from time to time prescribed by Licensor. The current form of the Pole Attachment Application is attached hereto, marked Exhibit A, and may be modified by Licensor at any time without prior notice. Licensor's current Structural Licensing Process has been provided separately to Licensee and is incorporated by reference, even though it is not attached to this Agreement. As a condition to approval of an Application, Licensor may request, and Licensee shall prepare and provide at its sole cost and expense, any and all additional documentation, material, plans, drawings, maps, data, studies, reports, and other information, including without limitation stamped engineering studies and drawings. If the Application is approved, permission to place Licensee's Equipment described in said Application on the Pole or Poles therein identified shall be indicated by Licensor's signing the Application in the place provided for that purpose and returning one signed copy to Licensee. The Application will then become a part of this Agreement and subject to all of its terms and conditions. In the event of any conflict between terms specified in an Application and the terms of this Agreement, the terms of this Agreement shall prevail.

1.4 Pre-Installation Engineering. Licensee is responsible for any and all actual costs incurred by Licensor to evaluate safety and engineering issues related to Licensee's intended installation and construction plan to ensure compliance with General Order 95 of the California Public Utilities Commission ("CPUC"), Licensor's "Structural Licensing Process" and

Licensors' Construction Standards. Licensor will provide Licensee with its pre-installation engineering review and an invoice for performing this engineering review. Licensor's Construction Standards is attached hereto as Exhibit B, which may be modified by Licensor as it deems necessary, at which time Licensor will so notify Licensee.

1.5 Mock-Ups. In the event Licensee elects to work with Licensor in performing mock-ups to modify its installation and construction plan or other related work, Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction, and Licensee agrees to reimburse Licensor for any and all actual costs and expenses incurred for said additional service.

1.6 Installation of Equipment. Upon its receipt of the signed copy of the Application and payment of the contract administration fee in Section 5.1 of this Agreement, but not before, Licensee may install, maintain and use Licensee's Equipment as described in the Application on the Pole or Poles specified; provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present during such installation. Licensee shall complete the installation of Licensee's Equipment on the Pole or Poles covered by each approved individual Application within such time limit as Licensor shall designate on said Application. If Licensee fails to complete the installation of Licensee's Equipment on said Pole or Poles within the prescribed time-limit (or within such additional time as Licensor may agree to in writing), the permission granted by Licensor in the signed Application to place Licensee's Equipment on said Pole(s) shall be automatically revoked, and Licensee may apply again for permission to attach Licensee's Equipment to said Pole(s).

1.7 Unauthorized Equipment. Licensee shall not have the right to place, and it shall not place, any Equipment on any Pole without first making Application therefore and receiving permission to do so from Licensor as set forth above. Licensee shall not add any Equipment to any Pole or change the position of any Equipment on any Pole without Licensor's prior written approval. If Licensee places additional Equipment on an approved Pole, any Equipment on a non-approved Pole, or changes the position of Licensee's Equipment on an approved Pole, in each case without Licensor's prior written consent, Licensor shall have the right to charge Licensee a one-time fee of Five Hundred Dollars (\$500.00) per Pole on which Licensee has made the unauthorized attachment. This fee is the Parties' estimate of the damages to Licensor because of the unauthorized attachment and shall be in addition to any fee usually charged by Licensor to determine whether to permit the attachment and the Annual Fee (as hereafter described). If Licensor determines it cannot permit the attachment, Licensee shall remove the Equipment within a reasonable amount of time as specified in Licensor's written notice. If Licensee fails to remove the unauthorized Equipment as required, Licensor may (but is not required to) remove it, at Licensee's sole risk, cost and expense. Licensor shall not be liable for damages to Licensee's Equipment nor for any interruption in service occasioned by Licensor's removal of such Equipment, and Licensee shall indemnify, release and hold harmless each Indemnitee (as defined in Section 8.1 of this Agreement) from and against any and all Claims and Liabilities (as defined in Section 8.1 of this Agreement) arising from, in connection with, or in any way relating to Licensor's removal of such Equipment.

1.8 No Obligation to Maintain Poles. Nothing contained in this Agreement shall obligate Licensor to maintain its Poles or any of them in existence for a period of time longer than the same are convenient or necessary for Licensor's own service requirements. If Licensor determines that it no longer needs to maintain a Pole or continue such Pole in existence, Licensor may provide notice to Licensee in accordance with Section 7.3 below that Licensee's right to use such Pole is revoked.

ARTICLE 2 - SPACE

2.1 Insufficient Space. In the event that Licensee desires to use a Pole on which there is not adequate space for Licensee's Equipment, Licensor will so indicate on the Application. Licensee may request that Licensor replace the Pole or rearrange the facilities on the Pole to accommodate Licensee's Equipment, and Licensor shall notify Licensee as to whether such replacement or rearrangement can be done, and if so, Licensor shall provide Licensee with a written scope of work and estimate of costs for such replacement or rearrangement. If Licensee still desires to use said Pole or any Pole erected by way of replacement of an existing Pole and returns the Application marked to so indicate, Licensor will replace such Pole with a longer Pole and/or rearrange the facilities on such Pole, provided that, Licensor may require Licensee to pay, in advance, to Licensor and any other party using said Pole by reason of a joint pole agreement or otherwise, (a) the estimated cost to be incurred by each of them of transferring to the new Pole all equipment supported by the existing Pole, plus the installed cost of the new Pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less allowance for depreciation included with respect to the Pole removed, and/or (b) the estimated cost of such rearrangement of facilities. Licensee shall be responsible for Licensor's actual cost of this work. If the actual cost is greater than the estimated cost paid by Licensee to Licensor, Licensee shall pay the additional amount invoiced within thirty (30) days. If the actual cost is less than the estimated payment, Licensor shall refund the difference to Licensee without interest. It shall be Licensee's responsibility to make the appropriate arrangements with any other party who has equipment attached to the Pole.

2.2 Rearrangement of Equipment. In the event that, in Licensor's judgment, Licensee's existing Equipment on any Pole renders inadequate the space for the placement or use of any facilities thereon required by Licensor, and if said facilities could be placed on said Pole by removing, rearranging or relocating Licensee's Equipment or by replacing the Pole (in which case removal of Licensee's Equipment is required), Licensor may request in writing that Licensee remove, relocate or rearrange such Equipment on such Pole in order to permit the placement of Licensor's facilities as aforesaid, and continue the accommodation of Licensee's Equipment. In the event a Pole replacement is required, such request shall include an estimate of the cost of making any such Pole replacement. Licensee shall rearrange, remove or relocate its Equipment as requested by Licensor (or Licensee may remove its Equipment in lieu of rearranging or relocating the Equipment) within ninety (90) days (or such additional time as may be mutually agreed upon) after Licensor issues such request. If Licensee fails to rearrange, remove or relocate its Equipment within the ninety (90) day period, Licensor may either, at Licensor's sole option, rearrange, remove or relocate the Equipment at Licensee's sole risk, cost and expense or rearrange Licensor's facilities to accommodate Licensee's Equipment.

Any such rearrangement, removal or relocation of Licensee's Equipment, rearrangement of Licensor's facilities and/or replacement of the Pole under this Section 2.2 shall be done at the sole risk, cost and expense of Licensee, and Licensee shall, on demand, pay Licensor for all actual cost and expense incurred by Licensor. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said Pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise.

If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's Equipment or changing out the Pole, Licensee shall be entitled to re-install its Equipment on another Pole in accordance with the procedures set forth herein, except that the Annual Fee and the Attachment Fee set forth in Article 5 below shall be waived by Licensor to the extent they were paid for the subject Equipment.

ARTICLE 3 – MINIMIZATION OF NUMBER OF POLES

3.1 **Right of First Refusal/New Licensor Pole.** In order to keep the number of poles in the Service Territory to a practical minimum, Licensee agrees not to erect any pole of its own in Licensor's Service Territory where Licensor is willing to accommodate Licensee's Equipment or to provide a Pole reasonably adequate to accommodate Licensee's Equipment. If Licensee should require Equipment in a location and Licensor shall not have Poles so located as to fulfill Licensee's requirements, Licensee shall submit an Application to Licensor, in order that Licensor may determine whether it wishes to place Poles in such a location. If Licensor is willing to erect Poles in such location adequate to provide for Licensee's Equipment, Licensor shall so indicate on the Application and return it to Licensee, and Licensor shall then proceed to erect said Poles. Upon receipt by Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's Equipment under the terms and provisions of this Agreement, or Licensor does not approve of an Application within ninety (90) days from the date the Application is received by Licensor (or, if such Application involves more than 500 Poles or involves considerable complexity, such longer period of time reasonably necessary to review such Application, unless Licensee elects to reimburse Licensor for all costs and expenses (including, without limitation, outside contractor costs) incurred by Licensor so as to meet such ninety (90) day period), Licensee may proceed to erect its own poles in accordance with General Order 95, in which case Licensee agrees to bear all risks, liabilities, and costs associated with the erection of the new pole, and to obtain all necessary approvals in respect thereof. Until receipt of said notice or until expiration of the ninety (90) day period, Licensee will not erect any poles of its own within Licensor's Service Territory.

3.2 **Replacement of Licensee's Pole.** If Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this Agreement and Licensor desires to place and maintain a Pole or Poles of its own at or near the location of Licensee's pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. Said notice shall designate the pole or poles of Licensee

to be removed and replaced. Licensee shall relocate any Equipment on its pole or poles within such thirty (30) day period. After said thirty (30) day period, Licensor may replace Licensee's pole or poles with its own Pole or Poles, and any Equipment that continue to remain on Licensee's pole or poles may be removed by Licensor. Upon such replacement of Licensee's pole, Licensee's use of Licensor's Pole or Poles shall be governed by all of the terms and conditions hereof; provided, however, no Annual Fee shall be applicable to Equipment relocated by Licensee within such thirty (30) day period onto Poles erected as replacement pursuant to the terms of this Section 3.2. Licensor shall bear the cost of removal and replacement of said poles, the erection of such Poles and of the relocation of Licensee's Equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

ARTICLE 4 – REMOVAL OR TRANSFER OF POLES AND ATTACHMENTS

4.1 Licensor's Maintenance and Replacement of Poles. Licensee shall, at its sole risk, cost and expense, upon request of Licensor, relocate, replace or renew Licensee's Equipment, and transfer any Equipment to Poles erected by way of replacement of existing Poles, and/or perform any other work in connection with said Equipment that may be required by Licensor in the maintenance, replacement, removal or relocation of said Poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said Pole or of facilities thereon; provided, however, that in cases of emergency, or if Licensee otherwise does not perform such relocation, replacement, renewal or work within sixty (60) days, Licensor may (but shall not be obligated to, in which case Licensee shall be responsible to Licensor for all loss and liabilities incurred by Licensor by any delay) perform any of the foregoing, at Licensee's sole risk, cost and expense, and Licensee, on demand, will reimburse Licensor for the entire cost and expense thereby incurred.

4.2 Licensee's Removal of Equipment. Licensee may at any time remove its Equipment from any of the Poles, and, in each such case, Licensee shall give Licensor prior written notice of such removal by submitting an Application identifying the Equipment to be removed and, if Licensee desires to relocate such Equipment to another or new Pole, such other or new Pole. Licensee's failure to remove Licensee's Equipment from any such Pole within the time period specified in the Application or failure to install further approved Equipment on a new Pole within sixty (60) days from the date of Licensor's approval of the Application shall constitute a termination of Licensee's right to use such Pole (unless Licensee's right to use the Pole would otherwise be sooner terminated by reason of the operation of some other provision of this Agreement), and Licensor may itself perform the removal at Licensee's cost, expense and risk, and Licensee shall pay the actual cost incurred by Licensor for any removal performed by Licensor.

4.3 Abandonment of Pole by Licensor. If at any time Licensor desires to abandon any Pole, it shall have the right to do so upon giving notice in writing to Licensee of its intention so to do. Licensee shall within sixty (60) days after such notice remove its Equipment. In the event Licensee fails to remove its Equipment from the Pole within such sixty (60) days, then Licensor shall have the option to either (a) require Licensee to assume ownership of the Pole

(plus all guys, anchors, and other equipment associated with the pole, collectively, "Appurtenances") as of the date notice thereof is received by Licensee, in which case Licensee shall assume and fulfill all ownership responsibilities from and after such date, or (b) remove Licensee's Equipment, at Licensee's sole risk, cost and expense, and Licensee, on demand, will reimburse Licensor for the entire cost and expense thereby incurred, and Licensee shall be responsible to Licensor for all loss and liabilities incurred by Licensor by any delay. In the event Licensor elects for Licensee to assume ownership of a Pole and Appurtenances, no further action on the part of Licensee to effect such change in ownership shall be necessary. Licensor shall execute and deliver a quitclaim bill of sale of such Pole and Appurtenances to Licensee, but delivery of the quitclaim shall not be necessary to transfer title to the Pole or Appurtenances to Licensee or for Licensee to be responsible for all obligations regarding the Pole and Appurtenances.

4.4 Limitation of Damages. Licensor shall not be liable, whether in contract, tort, strict liability or otherwise for any special, incidental, indirect or consequential damages, including, but not limited to, interruption of Licensee's service or interference with the operation of Licensee's Equipment. In addition, Licensor shall not be liable for any loss or damage to Licensee's Equipment nor for any interruption in service occasioned by Licensor's exercise of any right to remove, relocate, or replace, or perform any other work in connection with, any of Licensee's Equipment under this Agreement, unless such loss, damage or interruption is solely caused by Licensor's negligence or willful misconduct, and Licensee shall indemnify, release, defend and hold harmless each Indemnitee (as defined in Section 8.1 of this Agreement) from and against any and all Claims and Liabilities (as defined in Section 8.1 of this Agreement) arising from, in connection with, or in any way relating to Licensor's exercise of such right, unless such Claims and Liabilities are solely caused by Licensor's negligence or willful misconduct. Licensee shall also indemnify, release, defend and hold harmless each Indemnitee from and against any and all Claims and Liabilities arising from, in connection with, or in any way relating to Licensee's failure to remove its Equipment from a Pole as required under this Agreement, unless such Claims and Liabilities are solely caused by Licensor's negligence or willful misconduct.

ARTICLE 5 - FEES

5.1 Contract Administration Fee. Commencing with the Effective Date of this Agreement and on January 1 of each succeeding year during the term of this Agreement, Licensee shall pay Licensor the sum of Five Hundred Dollars (\$500.00) as a contract administration fee ("Contract Administration Fee"). Payment shall be due and payable within sixty (60) days after Licensor's invoices.

5.2 Annual Fee. In January following the Effective Date, Licensor shall invoice Licensee for the annual fees described below ("Annual Fees") due for the preceding calendar year. During January of each succeeding year, Licensor shall invoice Licensee Annual Fees for each Pole to which Licensee's Equipment is attached. Annual Fees for each Pole to which Licensee's Equipment is attached during a calendar year shall be prorated at one-twelfth (1/12) of the Annual Fee amount for each whole month remaining during the calendar year.

5.2.1 Wireline Attachments. The Annual Fee for Wireline Attachments to distribution Poles shall be \$20.89 per Pole utilized by Licensee under the terms of this Agreement per year. This Annual Fee shall be the same whether the Poles are located in Streets or in Rights-of-Way.

5.2.2 Wireless Antenna Attachments. The Annual Fee for Wireless Antenna Attachments to distribution Poles shall be \$47.64 multiplied by number of lineal feet of Pole space used for the Wireless Antenna Attachments, per Pole utilized by Licensee under the terms of this Agreement, per year (“Wireless Antenna Attachment Fee”). The Wireless Antenna Attachment Fee may be increased annually, in Licensor’s sole discretion, in an amount equal to six percent (6%). Wireless Antenna Attachments installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Wireless Antenna Attachment Fee shall be paid at the time Licensee receives its Approved Application for such Wireless Antenna Attachment Fee.

5.2.3 Wireless Pole-Top Antenna Attachments. The Annual Fee for Wireless Pole-Top Antenna Attachments to distribution Poles shall be \$1000.00 multiplied by number of lineal feet of Pole space used for the Wireless Pole-Top Antenna Attachments, per Pole utilized by Licensee under the terms of this Agreement, per year (“Wireless Pole-Top Antenna Attachment Fee”). The Wireless Pole-Top Antenna Attachment Fee may be increased annually, in Licensor’s sole discretion, in an amount equal to six percent (6%). Wireless Pole-Top Antenna Attachments installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Wireless Pole-Top Antenna Attachment Fee shall be paid at the time Licensee receives its Approved Application for such Wireless Pole-Top Antenna Attachment Fee.

5.2.4 Ancillary Equipment Attachments. The Annual Fee for Ancillary Equipment Attachments to distribution Poles shall be \$47.64 multiplied by number of lineal feet of Pole space used for the Ancillary Equipment Attachments, per Pole utilized by Licensee under the terms of this Agreement, per year (“Ancillary Equipment Attachment Fee”). The Ancillary Equipment Attachment Fee may be increased annually, in Licensor’s sole discretion, in an amount equal to six percent (6%). Ancillary Equipment Attachments installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Ancillary Equipment Attachment Fee shall be paid at the time Licensee receives its Approved Application for such Ancillary Equipment Attachment Fee.

5.2.5 Existing Pole Attachments. Nothing herein shall be construed as Licensor’s approval of any previously made un-authorized attachments or to prevent Licensor from exercising the remedies under this Agreement as a result of un-authorized attachments.

5.3 Payment and Late Charge. Licensee shall pay all invoices within sixty (60) days of receipt of the invoice. Amounts not paid within such period shall be subject to late charge of 5% and shall bear interest at the rate of 10% per annum until paid.

5.4 Change in Fees. Licensor may increase any or all of the fees specified in this Article not more often than once a year, in accordance with the methodology of California Public

Utilities Code Section 767.5 and decisions of the CPUC, upon no less than sixty (60) days prior written notice to Licensee. Changes to Annual Fees for Licensee's Equipment already attached to Poles shall be effective the first day of the following calendar year. If such changed Contract Administration Fee or Annual Fee is not acceptable to Licensee, Licensee may terminate this Agreement as elsewhere provided herein and remove Licensee's Equipment from the Poles, or, Licensee shall pay the prior year's Annual Fees to Licensor and the Parties shall submit the matter to the CPUC for resolution (using the CPUC's dispute resolution procedure or any other appropriate method).

5.5 Credit.

5.5.1 Financial Information. Licensee shall deliver all such credit and/or financial information to Licensor upon request and in form satisfactory to Licensor.

5.5.2 Credit Support. Subject to Section 5.5.5, to secure its obligations under this Agreement, Licensee agrees to deliver to Licensor on or before the Effective Date, and shall maintain in full force and effect for the Term, either a cash security deposit, a letter of credit or surety bond (as determined by Licensor), or a combination of any of them, in the amount equal to three (3) months of Annual Fees ("Credit Support"). Any such Credit Support shall not be deemed a limitation of damages. Licensor shall return the unused portion of Credit Support (including any interest accrued thereon in the case of a cash security deposit) to Licensee promptly after the following have occurred: (a) the expiration or earlier termination of the Term, and (b) all payment obligations of Licensee arising under this Agreement, including the Annual Fees, indemnification payments or other damages or payments payable by Licensee under this Agreement are paid in full.

5.5.3 Cash Credit Support. When cash comprises any part of the Credit Support, Licensor shall pay interest on such cash held for full month increments, calculated from the date of full collection, at the rate, compounded monthly, of 1/12 of the interest on Commercial Paper (prime, 3 months) published in the prior month in the Federal Reserve Statistical Release, G.13, plus 0 basis points (or 0.00%). Should publication of such interest rate be discontinued, interest shall then accrue at the rate, compounded monthly, of 1/12 of the interest on Commercial Paper, plus 0 basis points (or 0.00%) which most approximates such discontinued rate and which is published in the prior month in the Federal Reserve Statistical Release, G.13, or its successor publication. Notwithstanding the foregoing, no interest shall be paid if Licensee's account is past due.

5.5.4 Letters of Credit; Surety Bonds. When letters of credit or surety bonds comprises any part of the Credit Support, such letters of credit or surety bonds shall be in a form satisfactory to Licensor in its sole discretion and shall be subject to the following:

(a) Each such letter of credit or surety bond shall be an irrevocable, transferable standby letter of credit or surety bond issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody's.

(b) Licensee shall renew or cause the renewal of each such outstanding letter of credit or surety bond on a timely basis as provided in the relevant letter of credit or surety bond and in accordance with this Agreement. If the issuer thereof has indicated its intent not to renew such letter of credit or surety bond, then Licensee shall provide a substitute letter of credit or surety bond at least sixty (60) days prior to the expiration of the outstanding letter of credit or surety bond.

(c) If an issuer of a letter of credit or surety bond fails to honor Licensor's properly documented request to draw on an outstanding letter of credit or surety bond, Licensee shall provide for the benefit of Licensor a substitute letter of credit or surety bond that is issued by an alternate issuer acceptable to Licensor within five (5) days after Licensee receives notice of such refusal.

All costs and expenses of procuring, maintaining, establishing, renewing, substituting, canceling, and changing the amount of such letters of credit shall be borne by Licensee.

5.5.5 Credit Review. Licensor shall have the right from time to time to conduct credit reviews of Licensee and, as a result of such credit review, require additional Credit Support as may have been required under Section 5.5.2 for the remaining Term of the Agreement, and Licensee shall provide such additional Credit Support upon request.

5.6 Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on the Poles, and if such tax is assessed upon Licensor, Licensee, on demand, shall reimburse Licensor in the amount of the tax paid by Licensor.

ARTICLE 6 – SAFETY AND PERMITS

6.1 Compliance with All Rules, Laws and Licensor's Specifications. Licensee shall, at its own sole risk and expense, place and maintain Licensee's Equipment on Poles (i) in a safe condition and in good repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said Poles by Licensor or others using said Poles, or with the working use of facilities of Licensor or others on or from time to time placed on said Poles, (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe, including without limitation, its Construction Standards, all of which requirements and specifications may be changed from time to time in Licensor's sole and absolute discretion. and (iv) in conformity with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing, General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

6.2 Licensor No Liability for Licensee's Noncompliance. Licensor's approval of Applications shall not be construed as assurance by Licensor that Licensee's Equipment as installed or maintained will comply with the requirements of General Order No. 95 and applicable laws. Licensor assumes no responsibility or liability for any failure by Licensee to

comply with the requirements set forth in Section 6.1, unless such failure is solely due to Licensor's negligence or willful misconduct.

6.3 Guys and Anchors.

6.3.1 Not Coincident. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of Licensee's Equipment on said Poles in the cases where Licensee's anchorage requirements are not coincident with those of Licensor. In those cases where existing guys and anchors are inadequate to support Licensee's strains, and separate guys and anchors are not desired, or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said Poles, or any of them, resulting from the placing of additional facilities on said Poles and said guys and anchors would have been adequate to hold the additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

6.3.2 Coincident. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's Equipment and of Licensor's facilities on said Poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgment such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its Equipment on said Poles.

6.3.3 Strains. The term "strains" as herein used shall mean the forces created by the failure of a Pole and its facilities located thereon to maintain its static equilibrium.

6.4 Licensee's Duty of Care. Licensee shall use best efforts to avoid causing damage to the facilities of Licensor and others on the Poles, and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

6.5 Licensor's Inspection. Licensor shall have the right to inspect each new installation of Licensee's Equipment on and in the vicinity of the Poles and to make inspections, thereafter at any time. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability under this Agreement.

6.6 Workers. All work done on or about the Poles or for Licensee in connection with the installation, operation and maintenance of Licensee's Equipment shall be performed by workers qualified to perform such work, and Licensee shall be solely liable for any and all damage, injury, or death resulting from the acts or omissions of Licensee's employees, agents and contractors, unless such damage, injury or death is solely caused by Licensor's negligence or willful misconduct.

6.7 Permits. Licensee shall obtain all necessary franchises, permits, licenses, easements and rights-of-way for the erection, operation and maintenance of Licensee's Equipment over, along, across, on, through and under the Streets and Rights-of-Way. Upon Licensor's request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements. This Agreement shall not be construed as a grant of right-of-way, easement or any other real property right by Licensor to use the property on which the Poles are located. This Agreement provides solely a contractual right to use the Poles themselves to support Licensee's Equipment, after the necessary franchises, permits, licenses, easements and/or rights-of-way have been obtained by Licensee. Licensor makes no warranty, express or implied, that Licensor is granting Licensee any legal rights to install its Equipment on public or private property, other than for the use of Licensor's Poles once all necessary franchises, permits, licenses, easements and/or rights-of-way have been obtained by Licensee.

6.8 Security Rules. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about Poles by any of its employees, agents or contractors who is judged a security risk. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

a. File with the Licensor upon Licensor's request, a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about Poles or Licensee's Equipment, and shall file with Licensor supplemental lists thereof whenever changes in such personnel are made.

b. Provide suitable identification for each such employee, agent and contractor referred to in (a) above.

6.9 Safe Installation Procedures. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to inspect the Poles as well as all cross arms and wires, and to ascertain that the same are safe to work with or upon before climbing the Poles, attachments, cross arms or wires, and shall also charge such employees, agents and contractors with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees, agents and contractors work to ascertain that the same are in a safe condition and repair.

ARTICLE 7 – TERM AND TERMINATION OF LICENSE OR ATTACHMENTS

7.1 Term. The term of this Agreement shall be five (5) years, commencing on the Effective Date (hereinafter "Term"). However, this Agreement may be terminated earlier (a) in accordance with the terms of this Agreement, (b) for any reason by Licensor upon 60 days notice by Licensor, or (c) for any reason by Licensee, in which case this Agreement shall terminate immediately upon Licensee's notice to Licensor that all Equipment covered by this Agreement has been removed.

Each Application, once approved by Licensor and incorporated into this Agreement, shall be a separate agreement for Licensee's Equipment specified in said Application, which shall continue until this Agreement expires or is terminated or revoked as otherwise provided in this Agreement. Licensee may terminate this Agreement with respect to a particular Application by submitting an Application to remove the Equipment, in which case the termination shall be effective as of the date the Application is approved and Licensee has removed the Equipment.

7.2 Termination By Either Party. Licensor or Licensee may terminate this Agreement or any Application (including as to existing Pole attachments, Applications which have already been approved or which are pending) upon prior written notice to the other Party in the event of default and lapse of applicable cure periods in accordance with Section 9.1.

7.3 Revocation of Right to Use Poles. Licensor, in its sole judgment, may revoke the right to use any specified Pole at any time upon prior written notice to Licensee, which written notice shall be provided (i) thirty (30) days prior if such reason is related to the provision of electrical power, or (ii) ninety (90) days prior if for such other reasons related to Licensor's business operations as a utility governed by the CPUC. Notwithstanding the foregoing, in cases involving safety, security, reliability of Licensor's electrical system, public convenience or compliance with any law, regulation or other legal requirement, such time period required for such written notice to be provided prior to such revocation may be reduced to the extent necessary to address such cases. Licensee shall remove Licensee's Equipment from such Poles within the aforementioned periods; provided, however, that as long as Licensor has no contrary obligation to a local governmental authority or other third party, in the event Licensor should elect, for the reasons set forth above, to revoke Licensee's right to use any Poles, Licensee shall have sixty (60) days to remove Licensee's Equipment from such Poles.

If Licensor revokes the right to use Poles under the provisions of General Order No. 69-C, Licensor shall attempt to provide Licensee with the same time periods as specified above to remove Licensee's Equipment, but Licensor need not do so if the interests of its patrons or consumers require otherwise.

In any such case of such revocation, Licensee may submit an Application to transfer any of the affected Licensee Equipment to any other Licensor Pole(s) that might be available for such purposes, at Licensee's sole cost and expense.

7.4 Termination Because of General Order No. 69-C. Notwithstanding any provision in this Agreement to the contrary, this Agreement is subject to General Order No. 69-C of the CPUC and the right of Licensor, either itself or upon order of the CPUC, immediately upon written notice to Licensee, to terminate this Agreement or any Pole attachment whenever, in the interest of its service to its patrons or customers, it shall appear necessary to do so. The terms of said General Order are incorporated by reference.

7.5 No Refunds / Removal of Equipment. No refunds of Annual Fees shall be due or payable for the year in which this Agreement (or any particular Application) terminates or is revoked. Licensee shall remove all of Licensee's Equipment from all Poles by the effective date of termination.

7.6 Licensors Removal. If Licensee should fail to remove Licensee's Equipment from any Pole within the time periods allowed in Section 7.3 or as otherwise required under this Agreement, Licensor may elect to do such work at Licensee's sole risk and expense, in which case Licensor shall have no liability whatsoever, and Licensee shall release Licensor from any such liability, as a result of such work. Licensee, upon demand, will reimburse Licensor for the entire expense incurred by Licensor.

7.7 Licensee's Waiver of Claims. Licensee hereby releases Licensor and holds Licensor harmless from any and all claims or actions which might arise from the interruption or discontinuance of Licensee's operation as a result of the application of this Article 7.0 or any other Section of this Agreement.

7.8 AT&T's Poles. Licensor does not by the terms and conditions of this Agreement, purport to grant to Licensee any right or privilege whatever to use poles owned by AT&T (or any successor or assign of AT&T), even though Licensor itself, has by reason of a Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee is obligated to comply with whatever terms and conditions have been or may hereafter be established by AT&T (or any successor or assign of AT&T) for the use of the same.

ARTICLE 8 – INDEMNITY, RELEASE, ENVIRONMENTAL AND INSURANCE

8.1 General Indemnity. Licensee shall assume sole responsibility and liability for, and shall indemnify, reimburse, defend, and hold harmless Licensor, its parent company(ies), subsidiaries and affiliates, and any of their respective shareholders, directors, officers, employees, agents, representatives, consultants and independent contractors (each, including Licensor, an "Indemnitee") for, from and against, any and all claims, demands, suits, causes of action, proceedings, costs and fees (including, without limitation, attorneys' fees, witness fees, and expert witness fees), penalties, damages, injuries, losses and liabilities of every kind and nature, whether incurred by Licensee, Licensor, another Indemnitee, or any other third party or otherwise (hereafter collectively "Claims and Liabilities") arising from, in connection with, or in any way relating to, (a) Licensee's Equipment, or the presence, location, construction, installation, operation, use, maintenance, replacement or existence of Licensee's Equipment on or about the Poles, on or about any other poles used by Licensor whether or not Licensor owns such poles, or in the vicinity of Licensor's electric supply conductors and facilities wherever located, or any other use of the Poles or any other Licensor facility by Licensee, (b) any poles erected by Licensee under Section 3.1, (c) the exercise of any right or privilege granted to Licensee by this Agreement, (d) the exercise or performance by Licensor of any right to rearrange, remove or relocate Licensee's Equipment on any Pole as provided in this Agreement, (e) acts or omissions of Licensee, its employees, agents, representatives, contractors or subcontractors, (f) any non-compliance by Licensee, its employees, agents, representatives, contractors or subcontractors with any law, rule, statute, regulation, ordinance, decision, order, judgment, decree, guideline or policy of any national, state or local governmental, judicial or regulatory authority, body, agency, bureau or entity (including without

limitation any subdivision, agency, division or department thereof), or any arbitrator or tribunal with authority to bind a party, (g) any challenge to Licensor's franchise(s) or Rights-of-Way by a governmental entity or real property owner as a result of or related to the attachment of Licensee's Equipment to Poles, (h) the breach or default by Licensee of any obligation, condition, representation or warranty of this Agreement, or (i) any liens filed by Licensee or any of its contractors, subcontractors, suppliers, laborers, materialmen, employees, agents or any other person performing work related to this Agreement or the construction, installation, operation, use, maintenance, or replacement of Licensee's Equipment on or about the Poles on behalf of Licensee. For purposes of illustration, Claims and Liabilities shall include, but are not limited to, the following (and claims for the following):

(i) damage to or destruction of property, including, without limitation, the property of Licensor, an Indemnitee, Licensee, any governmental entity, any other licensee of the Poles, any owner or occupant of the real property on which any Poles or Licensee's Equipment are located, or any third party;

(ii) injury to or death of any person including, without limitation, members of the general public and any employee, agent, representative, consultant or independent contractor of Licensor, an Indemnitee or Licensee, of any governmental entity, of any other owners of equipment on or about the Poles, or of any third party;

(iii) economic loss or liability of Licensor, an Indemnitee, Licensor's customers, Licensee's customers, any governmental entity, any other owner of equipment on or about the Poles, any owner or occupant of the real property on which any Poles or Licensee's Equipment are located, or any third party; and

(iv) any interference with or loss of Licensor's service or Licensee's service.

The obligations of Licensee in this Section 8.1 shall apply (A) whether the Claims and Liabilities are based on contract, tort or any other theory, (B) regardless of the negligence (active, passive or otherwise) of any Indemnitee, and (C) regardless of whether liability without fault or strict liability is imposed or sought to be imposed on any Indemnitee, except that Licensee's obligations under this Section 8.1 shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that the Claim and Liability against an Indemnitee was proximately caused by the sole negligence or willful misconduct of such Indemnitee. Licensee acknowledges and understands that the exception proviso in the previous sentence shall apply only in instances where such Indemnitee is shown to have been solely at fault and not in instances where such Indemnitee's fault accounts for only a percentage of the liability involved, and that Licensee's obligations under this Section 8.1 extends to liability attributable to an Indemnitee if the liability is less than the sole fault of such Indemnitee. Otherwise, the obligation of Licensee shall be all-inclusive, and such Indemnitee shall be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of such Indemnitee.

8.2 Environmental Compliance and Indemnity. Licensee shall comply with all applicable environmental laws and regulations governing the use and occupancy of Pole(s) by Licensee and/or Licensee's Equipment including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Standards").

8.2.1 Notice of Harmful Condition. Licensee shall not create nor permit to be created nor permit to exist upon or near the Poles any non-compliance with Standards or any condition which could be alleged to create a nuisance, public, private or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Standard, and Licensee shall notify all applicable local, state or federal agencies as required by local, state or federal regulations.

8.2.2 Cost of Remediation. Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions and/or violation of Standards caused by Licensee or any of its agents, employees or contractors.

8.2.3 Licensee's Indemnification from Harmful Conditions. Licensee shall indemnify, defend, and hold each Indemnitee harmless from and against any and all Claims and Liabilities, including without limitation, any lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from, are in connection with or relate to any actual or alleged Harmful Conditions, actual or alleged violation of Standards, or actual injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of Licensor and Licensee, due to or caused by (a) Licensee's Equipment, or the location, construction, installation, operation, use, maintenance, replacement or existence of Licensee's Equipment on or about the Poles, or any other use of the Poles by Licensee, or (b) any act or omission of Licensee, its employees, agents, representatives, contractors or subcontractors, in each case whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto, and regardless of the cause and event though caused in whole or part by the negligent act, acts, omission or omissions of Licensor or of its officers, employees, agents, representatives, contractors or otherwise. Licensee expressly agrees that the indemnification and hold harmless obligations of this Section 8.2.3 are assumed by Licensee regardless of the nature of the Claim and Liability or the authority or person asserting such Claim and Liability.

8.3 Insurance. At all times during the term of this Agreement, Licensee covenants and agrees to provide and maintain insurance in at least the minimum amounts specified below with insurers rated at least "A-, VII" or better by A.M. Bests Guide, and authorized to do business in the state of California. Licensor reserves the right to make reasonable changes in the amounts and types of insurance coverage it requires of Licensee, based upon changes in the insurance industry or Licensor's or Licensee's business, changes in risk exposure to Licensor or Licensee (including without limitation as a result of claims made against Licensor for which Licensee is responsible or against which Licensee is required to indemnify, hold harmless or defend), history of claims against Licensee's insurance or of indemnity claims against Licensee, changes in Licensee's financial condition, any decisions, orders, rules, regulations or any other actions or proceedings of any regulatory authority having jurisdiction (including, without

limitation, the CPUC), or other reasonable factors as Licensor may reasonably deem appropriate. Licensee shall be given at least sixty (60) days notice of a change in insurance requirements.

8.3.1 Commercial General Liability Insurance. Licensee shall maintain coverage for bodily injury and property damage, including, without limitation, blanket contractual liability and products/completed operations, with no exclusion for explosion, collapse and underground property damage hazards. Such insurance shall provide severability of interests or a cross liability clause. In no event shall such insurance be written for limits less than Ten Million Dollars (\$10,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in the aggregate. Such limits may be satisfied under excess liability or umbrella liability insurance policies. All such excess liability or umbrella liability insurance policies shall be "following form" to the commercial general liability policy, and include coverage for Commercial Automobile Liability insurance in limits excess of the limits required in Section 8.3.3 below.

8.3.2 Workers Compensation Insurance/Employers Liability. Licensee shall maintain Workers' Compensation insurance as required by California law, including coverage for U.S. Longshoremen's and Harborworker's Act where applicable, and All States Endorsement and Employer's Liability Insurance in limits of One Million Dollars (\$1,000,000) each accident for bodily injury by accident, One Million Dollars (\$1,000,000) each employee for bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit for bodily injury by disease.

8.3.3 Automobile Insurance. Licensee shall maintain Commercial Automobile Liability insurance against claims for bodily injury and death or property damage covering all owned, non-owned and hired vehicles, with minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit.

8.3.4 Additional Provisions. Any insurance carried in accordance with this Section 8.3 with the exception of workers' compensation/employer's liability shall provide that:

(i) Licensor (including its parent and affiliates) is named as an additional insured with the understanding that any obligation imposed upon the insured (including, without limitation, the duty to pay premiums or to inform customers of insurance lapses) shall be the sole obligation of Licensee and not that of any other insured;

(ii) The interests of Licensor (and its parent and affiliates) as an additional insured shall not be invalidated by any action or inaction of Licensee or any other person and shall insure Licensor (and its parent and affiliates), regardless of any breach or violation by Licensee or any other person, other than Licensor, as the case may be of any warranties, declarations or conditions contained in such policies;(iii) Such insurance shall be primary without right of contribution of any other insurance or self insurance maintained by Licensor;

(iv) The policies will not be canceled or their limits of coverage reduced or restricted without giving Licensor at least thirty (30) days prior written notice, ten (10) days for cancellation due to non-payment of premium.

8.3.5 Evidence of Insurance. On or before the effective date of this Agreement and on each anniversary of such date, Licensee shall arrange for furnishing Licensor with certificates of insurance evidencing all required insurance. Such certification shall be executed by such insurer, or by an authorized representative of each insurer.

8.4 Surety and Payment Bonds. Upon Licensor's written request, Licensee shall, within fifteen (15) days, furnish Licensor with a bond to cover the faithful performance by Licensee of all the terms and provisions of this Agreement on its part to be performed, which shall be in the amount of at least \$50,000, or such other amount as Licensor may reasonably request. Upon Licensor's request, Licensee shall also provide a payment bond to secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended to connection with the construction and installation, operation and maintenance or existence of Licensee's Equipment pursuant to the terms of this Agreement. Any change in the terms covenants or conditions of this Agreement, with or without notice or consent of the surety or sureties, shall not release the surety on said bonds. Such bonds shall be issued by a surety company selected by the Licensee and satisfactory to Licensor; said surety company shall be one whose name is on file with the County Clerk of San Diego County as an approved and financially sound surety company authorized to transact business in this state. Said bonds shall meet all the requirements and contain all conditions required by the laws of the State of California. The bonds shall not be subject to termination or cancellation, except on 90 days prior written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect through the life of this Agreement.

8.5 Obligation to Indemnify Not Limited. Licensee's obligations to indemnify Licensor under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for Licensee under any statutory scheme, including without limitation, any Workers Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Licensee expressly agrees that all indemnification, release, defense and hold harmless obligations assumed by Licensee under this Agreement shall survive the expiration or earlier termination of this Agreement.

8.6 Defense of Claims. Upon receipt of written request from an Indemnitee, Licensee shall defend at its cost and expense any claim, suit, action or proceeding brought against Licensor, against which Licensee has an obligation to defend Licensor under this Agreement. Licensor shall, at its option and expense, have the right to participate in such defense, without relieving Licensee of any of its obligations hereunder.

ARTICLE 9 - DEFAULT

9.1 Default. The appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach or default of this Agreement, if any such appointment or action continues for a period of thirty (30) days or more. Any purported transfer or assignment of this Agreement or any Pole attachment under it by Licensee (whether voluntarily or involuntarily) without the prior written consent of Licensor shall be a default under this Agreement. Any breach of any other material term of this Agreement which is not cured within thirty (30) days of Licensor's written notice to Licensee of such breach shall be a default under this Agreement including, but not

limited to failure to, pay any Annual Fee or other amount when due, or making an unauthorized attachment.

9.2 Remedies. In the event of any default hereunder, Licensee shall be liable to Licensor for all remedies prescribed or permitted hereunder or as otherwise available at law or in equity, and Licensor may immediately revoke Licensee's right to use any Pole or terminate this Agreement and/or any and all Applications. In the event of such revocation or termination, Licensee shall have thirty (30) days to remove Licensee's Equipment from the applicable Poles. If Licensee fails to remove its Equipment within such thirty (30) day period, Licensor may, without further notice to Licensee, commence and prosecute to completion the removal of any and all of Licensee's Equipment and all costs incurred by Licensor in connection with such removal shall be recoverable by Licensor from Licensee. Removal shall be in addition to any other rights or remedies Licensor may have at law or equity. Licensor shall have no liability to Licensee for any damages Licensee may suffer directly or indirectly from any actions Licensor may take in exercising any of its remedies, including, but not limited to, those for loss of profits or claims by Licensee's customers, unless such damage is caused by the sole negligence or willful misconduct of Licensor.

ARTICLE 10 - MISCELLANEOUS

10.1 Assignments. Licensee shall not assign this Agreement, in whole or in part, voluntarily or involuntarily, to any other person or party without the written consent of Licensor first had and obtained. Licensee may enter into agreements with third parties regarding the use of Licensee's facilities provided that the third party does not have the right to physically alter any Pole or Licensee's Equipment.

10.2 Waiver; Severability. Any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or different condition or obligation. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

10.3 Notices. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective: (a) upon delivery by hand, (b) when sent by a nationally recognized overnight courier service, in which case notice shall be deemed delivered one (1) business day after deposit with the courier; or (c) by facsimile, if a copy of the notice is also sent by United States Mail, first class postage pre-paid, in which case notice shall be deemed delivered on transmittal by facsimile provided that a transmission report is generated reflecting the accurate transmission of the notices, in each case to the parties as follows:

Notice to Licensee:
Level 3 Communications, LLC
Attention: Sr. Manager, NIS
1025 Eldorado Boulevard

Broomfield, CO 80021

Notice to Licensor:

San Diego Gas & Electric Company
Attention Compliance Management (Joint Facilities)
8316 Century Park Court, CP51D
San Diego, CA 92123-1582
Facsimile: (858) 654-0321

10.4 Time Is of the Essence. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of this Agreement.

10.5 No Liens. Licensee shall keep Licensor's property, the property where the Poles are located and the Poles free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

10.6 Changes. This Agreement shall be subject to such changes or modifications as may be required by decisions or orders of the California Public Utilities Commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this Agreement shall so state. Except as stated in the previous sentence, this Agreement shall not be changed or altered other than by written agreement of the Parties.

10.7 Integration. This Agreement including all attachments incorporated by reference constitutes the complete expression of the Parties' agreement as to its subject matter and supersedes all prior or contemporaneous oral or written agreements.

10.8 Choice of Law/Venue. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed. The federal and state courts located in San Diego County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

10.9 Joint and Several Liability. If there is more than one entity comprising Licensee, the liability of each shall be joint and several.

10.10 No Partnership. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. All work performed by any one Party under this Agreement shall be performed as an independent contractor. Licensee shall not, and shall cause its subcontractors, suppliers and agents not to, make public use of any Licensor identification in any circumstances related to this Agreement or otherwise without Licensor's prior written consent. "Identification" means any corporate name, trade name, trademark, service

mark, insignia, symbol, logo or any other product, service or organization designation, or any specification or drawing owned by Licensor or its affiliates or any representation thereof.

10.11 Interpretation. Section headings shall not expand, alter or limit the meaning of the text of this Agreement and are inserted for convenience only.

10.12 Exhibits and Recitals. All exhibits and recitals are incorporated by reference.

10.13 Survival. Where the context or nature of the provisions of this Agreement refer to time periods subsequent any expiration or termination of this Agreement, the obligations of the respective Parties shall survive such expiration or termination of this Agreement or any Application.

10.14 Attorney's Fees. If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees.

10.15 Counterpart Execution. This Agreement may be executed by the parties hereto in any number of counterparts (and by each of the parties hereto on separate counterparts), each of which when so executed and delivered (which execution and delivery may be evidenced by facsimile or by other electronic means thereof) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By: 
Name: Michael Hale
Title: Director - Construction Services
8/16/10

LEVEL 3 COMMUNICATIONS, LLC

By: 
Name: Stephane Baker
Title: Sr. Manager



**EXHIBIT A
POLE ATTACHMENT APPLICATION**

APPLICATION FOR:

- POLE ATTACHMENT
- REMOVE ATTACHMENT
- ALTER EXISTING ATTACHMENT

INFORMATION

APPLICATION NUMBER _____
(Licensee)

DPSS NO. _____
(SDG&E)

REQUESTED BY (LICENSEE):

Company _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____

Company Code (ID Tag) _____

FACILITY USE:

CATV _____ Telephone _____

Telecom Other _____

TYPE OF ATTACHMENT: _____ DIA. _____ LBS. _____
TENSION

Fiber Optic Cable _____

Coaxial Cable _____

Twisted Pair Copper _____

Equipment _____ Over-lashing Yes No

Wireless Antenna _____

Wireless Pole-Top Antenna _____

Ancillary Equipment _____

POLE INFORMATION:

Distribution Poles

MAIL TO: San Diego Gas & Electric Company
Attn: Transmission & Distribution Asset
Management
8316 Century Park Court
Suite CP51D
San Diego, CA 92123-1582

**LICENSEE AGREES TO COMPLY WITH TERMS AND CONDITIONS OF THE ORIGINAL LICENSE AGREEMENT
AND THE FOLLOWING APPLICATION REQUIREMENTS:**

1. Limit the number of Poles applied for per application to 50 or less.
2. Billing will commence upon Licensor's date of Application approval. See "Permission for Pole Attachment" below.
3. Written notification of Pole attachment cancellations will be accepted up to 60 days from the Licensor's date of Application approval. After 60 days, an Application to Remove Attachment must be submitted for any cancellations.
4. There will be no reimbursement for Pole attachments cancelled beyond 60 days from the Licensor's date of Application approval.
5. Construction must start within 90 days if no specific date is assigned in writing with returned approved Application.
6. Feasibility review fees and engineering review fees where applicable are due and payable before final attachment approvals.
7. **Do not attach to Power Anchor.**

In accordance with the terms of the License Agreement dated _____, 20____, covering the use of your Poles located within the County of _____, State of California, we hereby request permission to attach, remove or alter certain equipment on certain Poles, all as more particularly described and delineated on the Pole list on the reverse side of this form and the attached layout map. This Application is for _____ poles. When approved by you, the Licensee's Equipment covered by this Application shall be a separate license incorporating by reference all of the terms and conditions of the License Agreement, including the terms below in the Permission for Pole Attachment section.

*Licensee in all cases will be responsible for making its own arrangement with other pole users for performance and billing of make ready work. Permission to attach may be withheld or delayed for failure to complete make ready work.

DATED _____, 20____

LICENSEE SIGNATURE _____
TITLE _____

APPLICATION ROUTING FOR ATTACHMENT REVIEW:

Application forwarded to: _____ Date: _____ SDG&E Re-Arrangement Work Required:
 YES (See Reverse) No

Assigned to: _____ Date: _____

Attachment Review Approval: _____ Date: _____

Routing completed by: _____ (Forward to Transmission & Distribution Asset Management, CP-51D for final application approval)

PERMISSION FOR POLE ATTACHMENT

Permission is hereby granted to Licensee to attach the Licensee's Equipment listed on this Application to Poles identified by this Application. As provided by the License Agreement, Licensee agrees to obtain all required franchises, permits or rights-of-way from the local governmental entity and real property owner and agrees to construct in compliance with G.O. 95 and all applicable General Order, national codes, and laws. Construction must be started within 90 days of final Application approval date. Application attachment approval may be revoked if construction is not complete within 6 months of final Application approval. Any questions you may have concerning Application approval should be directed to phone number _____.

Verification of Completion: _____

Completed by: _____

YES NO _____ Date: _____

DATE _____, 20____
Final Approval Date

SIGNATURE _____
Transmission & Distribution Asset Management/Joint Utilities

POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction/Engineering Contact: _____
 Phone No.: _____
 Includes: Work Ready Form, Drawing

Application No. _____
 DPSS No. _____
 Thomas Brothers _____
 DFIS Map# _____

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 1 | | | |
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(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
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EXHIBIT B

CONSTRUCTION STANDARDS

(See following attached pages or to be provided separately to Licensee)

Attachment G
SDG&E Advice Letter 2660-E
Freedom Communications

AMENDMENT NO. 1

**FREEDOM TELECOMMUNICATIONS
POLE ATTACHMENT LICENSE AGREEMENT**

7/30/14

**Amendment No. 1 to Freedom Telecommunications
Pole Attachment License Agreement**

This Amendment No. 1 (“Amendment”), effective as of July 20, 2014, amends that certain License Agreement (the “Agreement”) effective as of August 16, 2010, by and between San Diego Gas & Electric Company (“Licensor”) and Freedom Telecommunications, Inc. (“Licensee”). Any capitalized terms not defined herein shall have the meanings prescribed to them in the Agreement.

RECITALS

WHEREAS, Licensee wishes to attach its hardwire equipment to certain of Licensor’s Poles, and pursuant to such request, Licensor and Licensee wish to amend the Agreement to clarify each Party’s rights therein with respect to wireless attachments, the location of Licensee’s attachments, and Licensee’s rights with respect to certain transmission lines.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

In accordance with Section 10.6 of the Agreement, the Parties hereby agree to amend the Agreement as follows:

1. Freedom Telecommunications, LLC, a Delaware limited liability company d/b/a WILCON, having its principal office at 624 South Grand Avenue, Suite 2500, Los Angeles, CA 90017 is hereby substituted for and replaces Freedom Telecommunications, Inc., and all references to Freedom Telecommunications, Inc., and all references to Freedom Telecommunications, Inc., for all purposes and all matters related to the Agreement.
2. The second recital of the Agreement shall be deleted in its entirety and replaced with the following:

“WHEREAS, incident to the transmission of electric energy, Licensor has erected electric transmission poles with conductors having a voltage of more than 69kV (collectively, “Poles”) within its Service Territory. “Poles” shall specifically exclude any poles or towers of the Southwest Power Link, which Licensor commonly refers to as “SPWL,” and any poles or towers of the Sunrise Powerlink Project, which Licensor commonly refers to as “Sunrise.” These Poles are located (i) on the public streets, roads, highways and other public ways (collectively, “Streets”) of Licensor’s Service Territory pursuant to franchises with applicable cities and counties and/or (ii) on property Licensor owns in fee or holds easements or other rights of way over (collectively, “Rights-of-Way”);”

3. The fourth recital of the Agreement shall be amended to delete Subsection b, and to delete all references to "Wireless Antenna Attachments" therein.
4. Section 5.2.2 of the Agreement shall be deleted in its entirety.
5. All other references in the Agreement to "Wireless Antenna Attachments" shall be deleted.
6. Section 10.3 of the Agreement shall be amended to delete the notice address for Licensee and replace it with the following:

Freedom Telecommunications, LLC d/b/a WILCON
624 South Grand Avenue, Suite 2500
Los Angeles, CA 90017
Attention: Senior VP, Network Operations
Facsimile: (213) 542-0104
Email: rcoyle@wilcon.com

with a copy to:

Freedom Telecommunications, LLC d/b/a WILCON
624 South Grand Avenue, Suite 2500
Los Angeles, CA 90017
Attention: Legal Department
Email: gnieves@wilcon.com

7. Except as specifically modified by this Amendment, all of the terms, conditions and provisions of the Agreement shall be unmodified and shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives as of the date noted above.

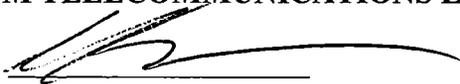
SAN DIEGO GAS & ELECTRIC COMPANY:

Signature: 

Name: Scott Peterson

Title: Director - Construction services and vegetation management

FREEDOM TELECOMMUNICATIONS LLC D/B/A WILCON:

Signature: 

Name: Glenn Nieves

Title: VP, General Counsel & Secretary

**UPDATE TO NOTICE INFORMATION FOR AGREEMENT WITH
FREEDOM TELECOMMUNICATIONS dba WILCON**

4/28/14

May 28, 2014

**Re: UPDATE TO NOTICE INFORMATION FOR AGREEMENT WITH FREEDOM
TELECOMMUNICATIONS dba WILCON**

To Whom It May Concern:

Reference is made to that certain right of way and/or conduit/pole attachment agreement between you and Freedom Telecommunications, LLC dba WILCON (“Wilcon”) (f/k/a Freedom Telecommunications, Inc.) (“Agreement”) attached hereto as Exhibit A. This letter (“Letter”) serves as notice to you that Wilcon’s notice information as set for in the relevant notice provision of the Agreement has been revised and updated as follows:

Freedom Telecommunications, LLC dba WILCON
624 South Grand Avenue, Suite 2500
Los Angeles, CA 90017
Attention: Network Operations
Telephone: (213) 550-5234
Email: rcoyle@wilcon.com

With a COPY to:

Freedom Telecommunications, LLC dba WILCON
624 South Grand Avenue, Suite 2500
Los Angeles, CA 90017
Attention: Legal Department
Telephone: (213) 550-5217
Email: gnieves@wilcon.com

Tenant Notification Forms:

Freedom Telecommunications, LLC dba WILCON
Attention: Director Fiber Engineering
Telephone: (213) 550-5240
Email: draub@wilcon.com

National Operations Center: 1 (888) 600-2800

Please update your organization’s internal records with our new notice information to avoid delay in communication between the parties. Should you have any questions regarding the foregoing, please feel free to contact the undersigned.

Sincerely,



Glenn Nieves
Vice President, General Counsel
Government Affairs & Corporate Secretary

CCTA SETTLEMENT AGREEMENT

12/21/11



A Sempra Energy utility

December 21, 2011

This letter is regarding our Settlement with the California Cable and Telecommunications Association (CCTA), San Diego Gas & Electric Company (SDG&E) hereby offers your company the opportunity to elect to pay the Settled Rates set forth in Attachment B of the Settlement Agreement and Mutual Release (Settlement), in lieu of the annual attachment rates payable under your company's current pole attachment license agreement with SDG&E. Please note that this offer is subject to any subsequent modifications to the Settlement or Settled Rates required by a court or regulatory agency, including the California Public Utilities Commission, or changes in the law.

If your company elects to pay the Settled Rates, then effective February 2011 and consistent with the Settlement, invoicing for such Settled Rates (and all pole attachment annual fees thereafter) under your license agreement with SDG&E shall occur in February of each year and shall accrue in advance for the entire calendar year in which the invoice is issued. Payment for the annual fees shall be due within 60 days of the date of the invoice. Consistent with the Settlement, retroactive application of these rates is not offered for previous pole attachment annual fee payments.

The following is applicable to pole attachment licensees that pay in arrears ONLY: If your company currently pays its pole attachment annual fees in arrears under your company's license agreement, please note that invoicing and payment of pole attachment annual fees must be done in advance for the calendar year to meet the requirements under the Settlement. In such a case, your company will receive two invoices in 2011, one for your 2010 pole attachment annual fees (payment in arrears) and another for your 2011 pole attachment annual fees (payment in advance). These two invoices are a result of the adjustment of transitioning from paying in arrears to paying in advance.

Please evidence your election to pay the Settled Rates and your agreement to the foregoing terms and conditions by signing below and returning the signed copy back to Carlos Castro at the following address no later than December 28, 2011:

Carlos Castro, Technical Adviser
San Diego Gas & Electric Company
8315 Century Park Ct., CP22C
San Diego, CA 92123-1582

Should you elect not to accept these terms, SDG&E shall continue to invoice the pole attachment annual fees in the manner set forth in your company's current pole attachment license agreement and at the continued rate of \$20.89 for 2011.

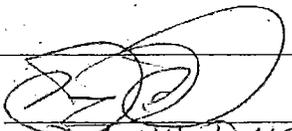
If you have any questions, please feel free to contact me at (858) 650-6121.

Sincerely,



Donna Hadley
T&D Asset Investment Manager

ACKNOWLEDGED AND AGREED:

Signature: 
Print Name: DAVID DAIGLE
Title: CEO
Date: 12-28-11

NOTICES

FREEDOM TELECOMMUNICATIONS

10/31/11



October 31, 2011

SDG&E

Attn: Carlos Castro

Re: Coastal Communications (Todd Threw) as signer on behalf of Freedom Telecommunications, Inc.

This letter authorizes Todd Threw with Coastal Communications as an approved Engineering Contractor for Freedom Telecommunications, Inc. He is authorized to do engineering work, do research and pull permits and sign applications on behalf of Freedom Telecommunications, Inc.

Please also send all correspondence related to these permits to:

Coastal Communications
3355 Mission Ave., Ste. 234
Oceanside, CA 92058

Attn: Todd Threw

If you have any questions regarding the above, please call me at 951-823-3336.

Sincerely,

David Daigle

CEO

Freedom Telecommunications, Inc.



Freedom Telecommunications, Inc.
Liberate Your Network!

June 10, 2011

Carlos Castro
SDG&E

Re: Notices for Application Approvals/Disapprovals for Freedom Telecommunications in San Diego

Carlos,

Please accept this letter as notification that for any Freedom application approvals and disapprovals requested to SDG&E be sent to HP Communications, Inc. Their address is as follows:

HP Communications, Inc.
10400 Treena Street
San Diego, CA 92131

We are also requesting that a copy of all correspondence be sent to our corporate office:

Freedom Telecommunications, Inc.
4505 Glencoe Avenue
Marina del Rey, CA 90292

Please be advised that any questions regarding this authorization should be directed to our CEO, David Daigle, at (310) 823-9125 or via e-mail at ddaigle@freedomdarkfiber.com

Sincerely,

Karen Wells
Corporate Administrator
(951) 453-4158
k wells@freedomdarkfiber.com

LICENSE AGREEMENT

FREEDOM COMMUNICATIONS

DISTRIBUTION POLES

WIRELINE

WIRELESS

ANCILLARY

8/16/10

LICENSE AGREEMENT
(Pole Attachment – Distribution Poles)

THIS LICENSE AGREEMENT (“Agreement”) is made as of this 16 day of August, 2010, (“Effective Date”) between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (“Licensor”) and Freedom Telecommunications Inc., a California corporation (“Licensee”). Licensor and Licensee may be referred to sometimes herein as “Party” and collectively as the “Parties.” This Agreement will cover future Applications to attach Licensee’s Equipment to Licensor’s Poles.

WHEREAS, Licensor is an electric corporation as defined in California Public Utilities Code Section 218 and it distributes power throughout the County of San Diego and a portion of the County of Orange, State of California (“Service Territory”); and

WHEREAS, incident to the distribution of electric energy, Licensor has erected electric distribution poles and towers (collectively, “Poles”) within its Service Territory. Poles are defined as poles or towers with conductors having a voltage of less than 69kV. The Poles are (i) on the public streets, roads, highways and other public ways (collectively, “Streets”) pursuant to franchises with various cities and counties and (ii) on private property Licensor has purchased in fee or pursuant to easements it has obtained from the property owners (collectively, “Rights-of-Way”); and

WHEREAS, Licensor may have granted to other parties a right or license to use said Poles; and

WHEREAS, Licensee desires to use Poles as supports for (a) cables and wires, together with associated messenger cables, guy wires, anchors and other messenger-attached appurtenances (“Wireline Attachments”), (b) wireless antennas, together with their associated elements (e.g. associated cables, messengers and pole line hardwire) and supporting elements (e.g. cross arms, brackets), other than Ancillary Equipment (“Wireless Antenna Attachments”), and/or (c) ancillary equipment as defined by General Order No. 95, as promulgated by the California Public Utilities Commission (“CPUC”) together with associated hardware such as brackets, RF Nodes, battery back-up boxes, disconnect switches, electric conduit, messenger cables and other appurtenances hereinafter (“Ancillary Equipment Attachments”, and together with Wireline Attachments and Wireless Antenna Attachments, collectively hereinafter called “Licensee’s Equipment” or “Equipment”);

NOW, THEREFORE, the following terms and conditions shall govern Licensee’s use of Licensor’s Poles for Licensee’s Equipment as Licensor may permit Licensee to use, after receipt and approval of Licensee’s Application for particular Poles. This Agreement shall be a master agreement and each individual Application, when approved, shall become a separate license incorporating by reference all the terms and conditions of this Agreement.

ARTICLE 1 – LICENSE

1.1 Licensors Rights. Licensee's occupancy of Pole space for Licensee's Equipment and the design of its attachment shall be subject to the prior written approval of the Licensor, and its presence shall be subject to present or future occupancy of Pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain its Poles and to operate its facilities thereon in a manner necessary or convenient for its own requirements. Licensor shall not be liable to Licensee for any interruption in Licensee's use of Licensee's Equipment arising in any manner from the use by Licensor of its Poles and the facilities owned by Licensor.

1.2 General. Licensor hereby grants to Licensee a non-exclusive license to use the Poles for Licensee's Equipment as designated on an Application (see 1.3 below) approved by Licensor and subject to the terms of this Agreement. Licensee's use of Licensor's Poles shall be confined to Licensee's Equipment after Licensor has given Licensee written permission to install Licensee's Equipment on specified Poles, Licensee's Equipment shall be used only for Licensee's telecommunications business. Nothing contained in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Pole or Poles, and nothing in this Agreement shall be construed to confer any permit, license or grant to use the property of any persons other than the written revocable license to use Licensor's Poles as provided in this Agreement.

1.3 Licensee's Application. Whenever Licensee desires to place Licensee's Equipment on any of Licensor's Poles, Licensee shall make written Application to Licensor for permission to do so, in the number of copies and in the form from time to time prescribed by Licensor. The current form of the Pole Attachment Application is attached hereto, marked Exhibit A, and may be modified by Licensor at any time without prior notice. Licensor's current Structural Licensing Process has been provided separately to Licensee and is incorporated by reference, even though it is not attached to this Agreement. As a condition to approval of an Application, Licensor may request, and Licensee shall prepare and provide at its sole cost and expense, any and all additional documentation, material, plans, drawings, maps, data, studies, reports, and other information, including without limitation stamped engineering studies and drawings. If the Application is approved, permission to place Licensee's Equipment described in said Application on the Pole or Poles therein identified shall be indicated by Licensor's signing the Application in the place provided for that purpose and returning one signed copy to Licensee. The Application will then become a part of this Agreement and subject to all of its terms and conditions. In the event of any conflict between terms specified in an Application and the terms of this Agreement, the terms of this Agreement shall prevail.

1.4 Pre-Installation Engineering. Licensee is responsible for any and all actual costs incurred by Licensor to evaluate safety and engineering issues related to Licensee's intended installation and construction plan to ensure compliance with General Order 95, Licensor's "Structural Licensing Process" and Licensor's "Construction Standards". Licensor will provide Licensee with its pre-installation engineering review and an invoice for performing this engineering review. Licensor's Construction Standard is attached hereto as Exhibit B, which may be modified by Licensor as it deems necessary, at which time Licensor will so notify Licensee.

1.5 Mock-Ups. In the event Licensee elects to work with Licensor in performing mock-ups to modify its installation and construction plan or other related work, Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction, and Licensee agrees to reimburse Licensor for any and all actual costs and expenses incurred for said additional service.

1.6 Installation of Equipment. Upon its receipt of the signed copy of the Application and payment of the contract administration fee in Section 5.1 of this Agreement, but not before, Licensee may install, maintain and use Licensee's Equipment as described in the Application on the Pole or Poles specified; provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present during such installation. Licensee shall complete the installation of Licensee's Equipment on the Pole or Poles covered by each approved individual Application within such time limit as Licensor shall designate on said Application. If Licensee fails to complete the installation of Licensee's Equipment on said Pole or Poles within the prescribed time-limit (or within such additional time as Licensor may agree to in writing), the permission granted by Licensor in the signed Application to place Licensee's Equipment on said Pole(s) shall be automatically revoked, and Licensee may apply again for permission to attach Licensee's Equipment to said Pole(s).

1.7 Unauthorized Equipment. Licensee shall not have the right to place, and it shall not place, any Equipment on any Pole without first making Application therefore and receiving permission to do so from Licensor as set forth above. Licensee shall not add any Equipment to any Pole or change the position of any Equipment on any Pole without Licensor's prior written approval. If Licensee places additional Equipment on an approved Pole, any Equipment on a non-approved Pole, or changes the position of Licensee's Equipment on an approved Pole, in each case without Licensor's prior written consent, Licensor shall have the right to charge Licensee a one-time fee of Five Hundred Dollars (\$500.00) per Pole on which Licensee has made the unauthorized attachment. This fee is the Parties' reasonable estimate of the damages to Licensor because of the unauthorized attachment and shall be in addition to any fee usually charged by Licensor to determine whether to permit the attachment and the Annual Fee (as hereafter described). If Licensor determines it cannot permit the attachment, Licensee shall remove the Equipment within a reasonable amount of time as specified in Licensor's written notice. If Licensee fails to remove the unauthorized Equipment as required, Licensor may (but is not required to) remove it, at Licensee's sole risk, cost and expense. Licensor shall not be liable for damages to Licensee's Equipment nor for any interruption in service occasioned by Licensor's removal of such Equipment, and Licensee shall indemnify, release and hold harmless each Indemnitee (as defined in Section 8.1 of this Agreement) from and against any and all Claims and Liabilities (as defined in Section 8.1 of this Agreement) arising from, in connection with, or in any way relating to Licensor's removal of such Equipment.

1.8 No Obligation to Maintain Poles. Nothing contained in this Agreement shall obligate Licensor to maintain its Poles or any of them in existence for a period of time longer than the same are convenient or necessary for Licensor's own service requirements. If Licensor determines that it no longer needs to maintain a Pole or continue such Pole in existence, Licensor

may provide notice to Licensee in accordance with Section 7.3 below that Licensee's right to use such Pole is revoked.

ARTICLE 2 - SPACE

2.1 Insufficient Space. In the event that Licensee desires to use a Pole on which there is not adequate space for Licensee's Equipment, Licensor will so indicate on the Application. Licensee may request that Licensor replace the Pole or rearrange the facilities on the Pole to accommodate Licensee's Equipment, and Licensor shall notify Licensee as to whether such replacement or rearrangement can be done, and if so, Licensor shall provide Licensee with a written scope of work and estimate of costs for such replacement or rearrangement. If Licensee still desires to use said Pole or any Pole erected by way of replacement of an existing Pole and returns the Application marked to so indicate, Licensor will replace such Pole with a longer Pole and/or rearrange the facilities on such Pole, provided that, Licensor may require Licensee to pay, in advance, to Licensor and any other party using said Pole by reason of a joint pole agreement or otherwise, (a) the estimated cost to be incurred by each of them of transferring to the new Pole all equipment supported by the existing Pole, plus the installed cost of the new Pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less allowance for depreciation included with respect to the Pole removed, and/or (b) the estimated cost of such rearrangement of facilities. Licensee shall be responsible for Licensor's actual cost of this work. If the actual cost is greater than the estimated cost paid by Licensee to Licensor, Licensee shall pay the additional amount invoiced within thirty (30) days. If the actual cost is less than the estimated payment, Licensor shall refund the difference to Licensee without interest. It shall be Licensee's responsibility to make the appropriate arrangements with any other party who has equipment attached to the Pole.

2.2 Rearrangement of Equipment. In the event that, in Licensor's judgment, Licensee's existing Equipment on any Pole renders inadequate the space for the placement or use of any facilities thereon required by Licensor, and if said facilities could be placed on said Pole by removing, rearranging or relocating Licensee's Equipment or by replacing the Pole (in which case removal of Licensee's Equipment is required), Licensor may request in writing that Licensee remove, relocate or rearrange such Equipment on such Pole in order to permit the placement of Licensor's facilities as aforesaid, and continue the accommodation of Licensee's Equipment. In the event a Pole replacement is required, such request shall include an estimate of the cost of making any such Pole replacement. Licensee shall rearrange, remove or relocate its Equipment as requested by Licensor (or Licensee may remove its Equipment in lieu of rearranging or relocating the Equipment) within ninety (90) days (or such additional time as may be mutually agreed upon) after Licensor issues such request. If Licensee fails to rearrange, remove or relocate its Equipment within the ninety (90) day period, Licensor may either, at Licensor's sole option, rearrange, remove or relocate the Equipment at Licensee's sole risk, cost and expense or rearrange Licensor's facilities to accommodate Licensee's Equipment.

Any such rearrangement, removal or relocation of Licensee's Equipment, rearrangement of Licensor's facilities and/or replacement of the Pole under this Section 2.2 shall be done at the sole risk, cost and expense of Licensee, and Licensee shall, on demand, pay Licensor for all

actual cost and expense incurred by Licensor. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said Pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise.

If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's Equipment or changing out the Pole, Licensee shall be entitled to re-install its Equipment on another Pole in accordance with the procedures set forth herein, except that the Annual Fee and the Attachment Fee set forth in Article 5 below shall be waived by Licensor to the extent they were paid for the subject Equipment.

ARTICLE 3 – MINIMIZATION OF NUMBER OF POLES

3.1 **Right of First Refusal/New Licensor Pole.** In order to keep the number of poles in the Service Territory to a practical minimum, Licensee agrees not to erect any pole of its own in Licensor's Service Territory where Licensor is willing to accommodate Licensee's Equipment or to provide a Pole reasonably adequate to accommodate Licensee's Equipment. If Licensee should require Equipment in a location and Licensor shall not have Poles so located as to fulfill Licensee's requirements, Licensee shall submit an Application to Licensor, in order that Licensor may determine whether it wishes to place Poles in such a location. If Licensor is willing to erect Poles in such location adequate to provide for Licensee's Equipment, Licensor shall so indicate on the Application and return it to Licensee, and Licensor shall then proceed to erect said Poles. Upon receipt by Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's Equipment under the terms and provisions of this Agreement, or Licensor does not approve of an Application within ninety (90) days from the date the Application is received by Licensor (or, if such Application involves more than 500 Poles or involves considerable complexity, such longer period of time reasonably necessary to review such Application, unless Licensee elects to reimburse Licensor for all costs and expenses (including, without limitation, outside contractor costs) incurred by Licensor so as to meet such ninety (90) day period), Licensee may proceed to erect its own poles in accordance with General Order 95, in which case Licensee agrees to bear all risks, liabilities, and costs associated with the erection of the new pole, and to obtain all necessary approvals in respect thereof. Until receipt of said notice or until expiration of the ninety (90) day period, Licensee will not erect any poles of its own within Licensor's Service Territory.

3.2 **Replacement of Licensee's Pole.** If Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this Agreement and Licensor desires to place and maintain a Pole or Poles of its own at or near the location of Licensee's pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. Said notice shall designate the pole or poles of Licensee to be removed and replaced. Licensee shall relocate any Equipment on its pole or poles within such thirty (30) day period. After said thirty (30) day period, Licensor may replace Licensee's pole or poles with its own Pole or Poles, and any Equipment that continue to remain on Licensee's pole or poles may be removed by Licensor. Upon such replacement of Licensee's

pole, Licensee's use of Licensor's Pole or Poles shall be governed by all of the terms and conditions hereof; provided, however, no Annual Fee shall be applicable to Equipment relocated by Licensee within such thirty (30) day period onto Poles erected as replacement pursuant to the terms of this Section 3.2. Licensor shall bear the cost of removal and replacement of said poles, the erection of such Poles and of the relocation of Licensee's Equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

ARTICLE 4 – REMOVAL OR TRANSFER OF POLES AND ATTACHMENTS

4.1 Licensor's Maintenance and Replacement of Poles. Licensee shall, at its sole risk, cost and expense, upon request of Licensor, relocate, replace or renew Licensee's Equipment, and transfer any Equipment to Poles erected by way of replacement of existing Poles, and/or perform any other work in connection with said Equipment that may be required by Licensor in the maintenance, replacement, removal or relocation of said Poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner of an interest in said Pole or of facilities thereon; provided, however, that in cases of emergency, or if Licensee otherwise does not perform such relocation, replacement, renewal or work within sixty (60) days, Licensor may (but shall not be obligated to, in which case Licensee shall be responsible to Licensor for all loss and liabilities incurred by Licensor by any delay) perform any of the foregoing, at Licensee's sole risk, cost and expense, and Licensee, on demand, will reimburse Licensor for the entire cost and expense thereby incurred.

4.2 Licensee's Removal of Equipment. Licensee may at any time remove its Equipment from any of the Poles, and, in each such case, Licensee shall give Licensor prior written notice of such removal by submitting an Application identifying the Equipment to be removed and, if Licensee desires to relocate such Equipment to another or new Pole, such other or new Pole. Licensee's failure to remove Licensee's Equipment from any such Pole within the time period specified in the Application or failure to install further approved Equipment on a new Pole within sixty (60) days from the date of Licensor's approval of the Application shall constitute a termination of Licensee's right to use such Pole (unless Licensee's right to use the Pole would otherwise be sooner terminated by reason of the operation of some other provision of this Agreement), and Licensor may itself perform the removal at Licensee's cost, expense and risk, and Licensee shall pay the actual cost incurred by Licensor for any removal performed by Licensor.

4.3 Abandonment of Pole by Licensor. If at any time Licensor desires to abandon any Pole, it shall have the right to do so upon giving notice in writing to Licensee of its intention so to do, and Licensor shall have removed its wires, cable and apparatus from such Pole within forty (40) days after giving such notice. Licensee shall within sixty (60) days after such notice remove its Equipment. In the event Licensee fails to remove its Equipment from the Pole within such sixty (60) days, then Licensor shall have the option to either (a) require Licensee to assume ownership of the Pole (plus all guys, anchors, and other equipment associated with the pole, collectively, "Appurtenances") as of the date such notice was received by Licensee, in which case Licensee shall assume and fulfill all ownership responsibilities from and after such date, or

(b) remove Licensee's Equipment, at Licensee's sole risk, cost and expense, and Licensee, on demand, will reimburse Licensor for the entire cost and expense thereby incurred, and Licensee shall be responsible to Licensor for all loss and liabilities incurred by Licensor by any delay. In the event Licensor elects for Licensee to assume ownership of a Pole and Appurtenances, no further action on the part of Licensee to effect such change in ownership shall be necessary. Licensor shall execute and deliver a quitclaim bill of sale of such Pole and Appurtenances to Licensee, but delivery of the quitclaim shall not be necessary to transfer title to the Pole or Appurtenances to Licensee or for Licensee to be responsible for all obligations regarding the Pole and Appurtenances.

4.4 Limitation of Damages. Licensor shall not be liable, whether in contract, tort, strict liability or otherwise for any special, incidental, indirect or consequential damages, including, but not limited to, interruption of Licensee's service or interference with the operation of Licensee's Equipment. In addition, Licensor shall not be liable for any loss or damage to Licensee's Equipment nor for any interruption in service occasioned by Licensor's exercise of any right to remove, relocate, or replace, or perform any other work in connection with, any of Licensee's Equipment under this Agreement, and Licensee shall indemnify, release, defend and hold harmless each Indemnitee (as defined in Section 8.1 of this Agreement) from and against any and all Claims and Liabilities (as defined in Section 8.1 of this Agreement) arising from, in connection with, or in any way relating to Licensor's exercise of such right. Licensee shall also indemnify, release, defend and hold harmless each Indemnitee from and against any and all Claims and Liabilities arising from, in connection with, or in any way relating to Licensee's failure to remove its Equipment from a Pole as required under this Agreement.

ARTICLE 5 - FEES

5.1 Contract Administration Fee. Commencing with the Effective Date of this Agreement and on January 1 of each succeeding year during the term of this Agreement, Licensee shall pay Licensor the sum of Five Hundred Dollars (\$500.00) as a contract administration fee ("Contract Administration Fee"). Payment shall be due and payable within sixty (60) days after Licensor's invoices.

5.2 Annual Fee. In January following the Effective Date, Licensor shall invoice Licensee for the annual fees described below ("Annual Fees") due for the preceding calendar year. During January of each succeeding year, Licensor shall invoice Licensee Annual Fees for each Pole to which Licensee's Equipment is attached. Annual Fees for each Pole to which Licensee's Equipment is attached during a calendar year shall be prorated at one-twelfth (1/12) of the Annual Fee amount for each whole month remaining during the calendar year.

5.2.1 Wireline Attachments. The Annual Fee for Wireline Attachments to distribution Poles shall be \$ 20.13 per Pole utilized by Licensee under the terms of this Agreement per year. This Annual Fee shall be the same whether the Poles are located in Streets or in Rights-of-Way.

5.2.2 Wireless Antenna Attachments. The Annual Fee for Wireless Antenna Attachments to distribution Poles shall be \$ 44.94 multiplied by number of lineal feet

of Pole space used for the Wireless Antenna Attachments, per Pole utilized by Licensee under the terms of this Agreement, per year (“Wireless Antenna Attachment Fee”). The Wireless Antenna Attachment Fee may be increased annually, in Licensor’s sole discretion, in an amount equal to six percent (6%). Wireless Antenna Attachments installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Wireless Antenna Attachment Fee shall be paid at the time Licensee receives its Approved Application for such Wireless Antenna Attachment Fee.

5.2.3 Ancillary Equipment Attachments. The Annual Fee for Ancillary Equipment Attachments to distribution Poles shall be \$ 44.94 multiplied by number of lineal feet of Pole space used for the Ancillary Equipment Attachments, per Pole utilized by Licensee under the terms of this Agreement, per year (“Ancillary Equipment Attachment Fee”). The Ancillary Equipment Attachment Fee may be increased annually, in Licensor’s sole discretion, in an amount equal to six percent (6%). Ancillary Equipment Attachments installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Ancillary Equipment Attachment Fee shall be paid at the time Licensee receives its Approved Application for such Ancillary Equipment Attachment Fee.

5.2.4 Existing Pole Attachments. Nothing herein shall be construed as Licensor’s approval of any previously made un-authorized attachments or to prevent Licensor from exercising the remedies under this Agreement as a result of un-authorized attachments.

5.3 Payment and Late Charge. Licensee shall pay all invoices within sixty (60) days of receipt of the invoice. Amounts not paid within such period shall be subject to late charge of 5% and shall bear interest at the rate of 10% per annum until paid.

5.4 Change in Fees. Licensor may increase any or all of the fees specified in this Article not more often than once a year, in accordance with the methodology of California Public Utilities Code Section 767.5 and decisions of the CPUC, upon no less than sixty (60) days prior written notice to Licensee. Changes to Annual Fees for Licensee’s Equipment already attached to Poles shall be effective the first day of the following calendar year. If such changed Contract Administration Fee or Annual Fee is not acceptable to Licensee, Licensee may terminate this Agreement as elsewhere provided herein and remove Licensee’s Equipment from the Poles, or, Licensee shall pay the prior year’s Annual Fees to Licensor and the Parties shall submit the matter to the CPUC for resolution (using the CPUC’s dispute resolution procedure or any other appropriate method).

5.5 Credit.

5.5.1 Financial Information. Licensee shall deliver all such credit and/or financial information to Licensor upon request and in form satisfactory to Licensor.

5.5.2 Credit Support. Subject to Section 5.5.5, to secure its obligations under this Agreement, Licensee agrees to deliver to Licensor on or before the Effective Date, and shall maintain in full force and effect for the Term, either a cash security deposit, a letter of credit or surety bond (as determined by Licensor), or a combination of any of them, in the amount equal

to three (3) months of Annual Fees (“Credit Support”). Any such Credit Support shall not be deemed a limitation of damages. Licensor shall return the unused portion of Credit Support (including any interest accrued thereon in the case of a cash security deposit) to Licensee promptly after the following have occurred: (a) the expiration or earlier termination of the Term, and (b) all payment obligations of Licensee arising under this Agreement, including the Annual Fees, indemnification payments or other damages or payments payable by Licensee under this Agreement are paid in full.

5.5.3 Cash Credit Support. When cash comprises any part of the Credit Support, Licensor shall pay interest on such cash held for full month increments, calculated from the date of full collection, at the rate, compounded monthly, of 1/12 of the interest on Commercial Paper (prime, 3 months) published in the prior month in the Federal Reserve Statistical Release, G.13, plus 0 basis points (or 0.00%). Should publication of such interest rate be discontinued, interest shall then accrue at the rate, compounded monthly, of 1/12 of the interest on Commercial Paper, plus 0 basis points (or 0.00%) which most approximates such discontinued rate and which is published in the prior month in the Federal Reserve Statistical Release, G.13, or its successor publication. Notwithstanding the foregoing, no interest shall be paid if Licensee’s account is past due.

5.5.4 Letters of Credit; Surety Bonds. When letters of credit or surety bonds comprises any part of the Credit Support, such letters of credit or surety bonds shall be in a form satisfactory to Licensor in its sole discretion and shall be subject to the following:

(a) Each such letter of credit or surety bond shall be an irrevocable, transferable standby letter of credit or surety bond issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody’s.

(b) Licensee shall renew or cause the renewal of each such outstanding letter of credit or surety bond on a timely basis as provided in the relevant letter of credit or surety bond and in accordance with this Agreement. If the issuer thereof has indicated its intent not to renew such letter of credit or surety bond, then Licensee shall provide a substitute letter of credit or surety bond at least sixty (60) days prior to the expiration of the outstanding letter of credit or surety bond.

(c) If an issuer of a letter of credit or surety bond fails to honor Licensor’s properly documented request to draw on an outstanding letter of credit or surety bond, Licensee shall provide for the benefit of Licensor a substitute letter of credit or surety bond that is issued by an alternate issuer acceptable to Licensor within five (5) days after Licensee receives notice of such refusal.

All costs and expenses of procuring, maintaining, establishing, renewing, substituting, canceling, and changing the amount of such letters of credit shall be borne by Licensee.

5.5.5 Credit Review. Licensor shall have the right from time to time to conduct credit reviews of Licensee and, as a result of such credit review, require additional Credit

Support as may have been required under Section 5.5.2 for the remaining Term of the Agreement, and Licensee shall provide such additional Credit Support upon request.

5.6 Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its own property installed on the Poles, and if such tax is assessed upon Licensor, Licensee, on demand, shall reimburse Licensor in the amount of the tax paid by Licensor.

ARTICLE 6 – SAFETY AND PERMITS

6.1 Compliance with All Rules, Laws and Licensor’s Specifications. Licensee shall, at its own sole risk and expense, place and maintain Licensee’s Equipment on Poles (i) in a safe condition and in good repair, (ii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said Poles by Licensor or others using said Poles, or with the working use of facilities of Licensor or others on or from time to time placed on said Poles, (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe, including without limitation, its Structural Licensing Process publication, “Electric Distribution Overhead Construction Standards”, all of which requirements and specifications may be changed from time to time in Licensor’s sole and absolute discretion. and (iv) in conformity with all laws, and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including, without limiting the scope of the foregoing, General Order No. 95 of the Public Utilities Commission of the State of California, and any supplements thereto and revisions thereof.

6.2 Licensor No Liability for Licensee’s Noncompliance. Licensor’s approval of Applications shall not be construed as assurance by Licensor that Licensee’s Equipment as installed or maintained will comply with the requirements of General Order No. 95 and applicable laws. Licensor assumes no responsibility or liability for any failure by Licensee to comply with the requirements set forth in Section 6.1.

6.3 Guys and Anchors.

6.3.1 Not Coincident. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of Licensee’s Equipment on said Poles in the cases where Licensee’s anchorage requirements are not coincident with those of Licensor. In those cases where existing guys and anchors are inadequate to support Licensee’s strains, and separate guys and anchors are not desired, or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said Poles, or any of them, resulting from the placing of additional facilities on said Poles and said guys and anchors would have been adequate to hold the additional strains if Licensee’s strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

6.3.2 Coincident. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's Equipment and of Licensor's facilities on said Poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgment such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its Equipment on said Poles.

6.3.3 Strains. The term "strains" as herein used shall mean the forces created by the failure of a Pole and its facilities located thereon to maintain its static equilibrium.

6.4 Licensee's Duty of Care. Licensee shall use best efforts to avoid causing damage to the facilities of Licensor and others on the Poles, and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand, reimburse said owner for the entire expense incurred in making repairs.

6.5 Licensor's Inspection. Licensor shall have the right to inspect each new installation of Licensee's Equipment on and in the vicinity of the Poles and to make inspections, thereafter at any time. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability under this Agreement.

6.6 Workers. All work done on or about the Poles or for Licensee in connection with the installation, operation and maintenance of Licensee's Equipment shall be performed by workers qualified to perform such work, and Licensee shall be solely liable for any and all damage, injury, or death resulting from the acts or omissions of Licensee, its employees, agents or contractors.

6.7 Permits. Licensee shall obtain all necessary franchises, permits, licenses, easements and rights-of-way for the erection, operation and maintenance of Licensee's Equipment over, along, across, on, through and under the Streets and Rights-of-Way. Upon Licensor's request, Licensee shall submit to Licensor evidence of compliance with the foregoing requirements. This Agreement shall not be construed as a grant of right-of-way, easement or any other real property right by Licensor to use the property on which the Poles are located. This Agreement provides solely a contractual right to use the Poles themselves to support Licensee's Equipment, after the necessary franchises, permits, licenses, easements and/or and rights-of-way have been obtained by Licensee. Licensor makes no warranty, express or implied, that Licensor is granting Licensee any legal rights to install its Equipment on public or private property, other than for the use of Licensor's Poles once all necessary franchises, permits, licenses, easements and/or rights-of-way have been obtained by Licensee.

6.8 Security Rules. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about Poles by any of its employees, agents or contractors who is judged a security risk. In furtherance of the purposes of

laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

a. File with the Licensor upon Licensor's request, a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or about Poles or Licensee's Equipment, and shall file with Licensor supplemental lists thereof whenever changes in such personnel are made.

b. Provide suitable identification for each such employee, agent and contractor referred to in (a) above.

6.9 Safe Installation Procedures. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to inspect the Poles as well as all cross arms and wires, and to ascertain that the same are safe to work with or upon before climbing the Poles, attachments, cross arms or wires, and shall also charge such employees, agents and contractors with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees, agents and contractors work to ascertain that the same are in a safe condition and repair.

ARTICLE 7 – TERM AND TERMINATION OF LICENSE OR ATTACHMENTS

7.1 Term. The term of this Agreement shall be five (5) years, commencing on the Effective Date (hereinafter "Term"). However, this Agreement may be terminated earlier (a) in accordance with the terms of this Agreement, (b) for any reason by Licensor upon 60 days notice by Licensor, or (c) for any reason by Licensee, in which case this Agreement shall terminate immediately upon Licensee's notice to Licensor that all Equipment covered by this Agreement has been removed.

Each Application, once approved by Licensor and incorporated into this Agreement, shall be a separate agreement for Licensee's Equipment specified in said Application, which shall continue until this Agreement expires or is terminated or revoked as otherwise provided in this Agreement. Licensee may terminate this Agreement with respect to a particular Application by submitting an Application to remove the Equipment, in which case the termination shall be effective as of the date the Application is approved and Licensee has removed the Equipment.

7.2 Termination By Either Party. Licensor or Licensee may terminate this Agreement or any Application (including as to existing Pole attachments, Applications which have already been approved or which are pending) upon prior written notice to the other Party in the event of default and lapse of applicable cure periods in accordance with Section 9.1.

7.3 Revocation of Right to Use Poles. Licensor, in its sole judgment, may revoke the right to use any specified Pole at any time upon prior written notice to Licensee, which written notice shall be provided (i) thirty (30) days prior if such reason is related to the provision of electrical power, or (ii) ninety (90) days prior if for such other reasons related to Licensor's business operations as a utility governed by the CPUC. Notwithstanding the foregoing, in cases involving safety, security, reliability of Licensor's electrical system, public convenience or compliance with any law, regulation or other legal requirement, such time period required for

such written notice to be provided prior to such revocation may be reduced to the extent necessary to address such cases. Licensee shall remove Licensee's Equipment from such Poles within the aforementioned periods; provided, however, that as long as Licensor has no contrary obligation to a local governmental authority or other third party, in the event Licensor should elect, for the reasons set forth above, to revoke Licensee's right to use any Poles, Licensee shall have sixty (60) days to remove Licensee's Equipment from such Poles.

If Licensor revokes the right to use Poles under the provisions of General Order No. 69-C, Licensor shall attempt to provide Licensee with the same time periods as specified above to remove Licensee's Equipment, but Licensor need not do so if the interests of its patrons or consumers require otherwise.

In any such case of such revocation, Licensee may submit an Application to transfer any of the affected Licensee Equipment to any other Licensor Pole(s) that might be available for such purposes, at Licensee's sole cost and expense.

7.4 Termination Because of General Order No. 69-C. Notwithstanding any provision in this Agreement to the contrary, this Agreement is subject to General Order No. 69-C of the CPUC and the right of Licensor, either itself or upon order of the CPUC, immediately upon written notice to Licensee, to terminate this Agreement or any Pole attachment whenever, in the interest of its service to its patrons or customers, it shall appear necessary to do so. The terms of said General Order are incorporated by reference.

7.5 No Refunds / Removal of Equipment. No refunds of Annual Fees shall be due or payable for the year in which this Agreement (or any particular Application) terminates or is revoked. Licensee shall remove all of Licensee's Equipment from all Poles by the effective date of termination.

7.6 Licensor's Removal. If Licensee should fail to remove Licensee's Equipment from any Pole within the time periods allowed in Section 7.3 or as otherwise required under this Agreement, Licensor may elect to do such work at Licensee's sole risk and expense, in which case Licensor shall have no liability whatsoever, and Licensee shall release Licensor from any such liability, as a result of such work. Licensee, upon demand, will reimburse Licensor for the entire expense incurred by Licensor.

7.7 Licensee's Waiver of Claims. Licensee hereby releases Licensor and holds Licensor harmless from any and all claims or actions which might arise from the interruption or discontinuance of Licensee's operation as a result of the application of this Article 7.0 or any other Section of this Agreement.

7.8 AT&T's Poles. Licensor does not by the terms and conditions of this Agreement, purport to grant to Licensee any right or privilege whatever to use poles owned by AT&T (or any successor or assign of AT&T), even though Licensor itself, has by reason of a Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee is obligated to comply with

whatever terms and conditions have been or may hereafter be established by AT&T (or any successor or assign of AT&T) for the use of the same.

ARTICLE 8 – INDEMNITY, RELEASE, ENVIRONMENTAL AND INSURANCE

8.1 **General Indemnity.** Licensee shall indemnify, reimburse, defend, and hold harmless Licensor, its parent company(ies), subsidiaries and affiliates, and any of their respective shareholders, directors, officers, employees, agents, representatives, consultants and independent contractors (each, including Licensor, an "Indenmitee") for, from and against any and all claims, demands, suits, causes of action, proceedings, costs and fees (including, without limitation, attorneys' fees, witness fees, and expert witness fees), penalties, damages, injuries, losses and liabilities of every kind and nature (hereafter collectively "Claims and Liabilities") arising from, in connection with, or in any way relating to, (a) this Agreement, (b) Licensee's Equipment, or the presence, location, construction, installation, operation, use, maintenance, replacement or existence of Licensee's Equipment on or about the Poles, or any other use of the Poles by Licensee, (c) any poles erected by Licensee under Section 3.1, (d) the exercise or performance by Licensor of any rights or remedies under this Agreement, (e) acts or omissions of Licensee, its employees, agents, representatives, contractors or subcontractors, (f) any non-compliance by Licensee, its employees, agents, representatives, contractors or subcontractors with any law, rule, statute, regulation, ordinance, decision, order, judgment, decree, guideline or policy of any national, state or local governmental, judicial or regulatory authority, body, agency, bureau or entity (including without limitation any subdivision, agency, division or department thereof), or any arbitrator or tribunal with authority to bind a party, (g) any challenge to Licensor's franchise(s) or Rights-of-Way by a governmental entity or real property owner as a result of or related to the attachment of Licensee's Equipment to Poles, (h) the breach or default by Licensee of any obligation, condition, representation or warranty of this Agreement, or (i) any liens filed by Licensee or any of its contractors, subcontractors, suppliers, laborers, materialmen, employees, agents or any other person performing work related to this Agreement or the construction, installation, operation, use, maintenance, or replacement of Licensee's Equipment on or about the Poles on behalf of Licensee, in each case whether based on contract, tort or any other theory and regardless of whether any Indenmitee is a party thereto, and regardless of the cause and event though caused in whole or part by the negligent act, acts, omission or omissions of Licensor or of its officers, employees, agents, representatives, contractors or otherwise. For purposes of illustration, Claims and Liabilities shall include, but are not limited to, the following (and claims for the following):

(i) damage to or destruction of property, including, without limitation, the property of Licensor, Licensee, any governmental entity, any other licensee of the Poles, any owner or occupant of the real property on which any Poles or Licensee's Equipment are located, or any third party;

(ii) injury to or death of any person including, without limitation, members of the general public and any employee, agent, representative, consultant or independent contractor of Licensor or Licensee, of any governmental entity, of any other owners of equipment on or about the Poles, or of any third party;

(iii) economic loss of Licensor, Licensor's customers, Licensee's customers, any governmental entity, any other owner of equipment on or about the Poles, any owner or

occupant of the real property on which any Poles or Licensee's Equipment are located, or any third party; and

- (iv) any interference with or loss of Licensor's service or Licensee's service.

The indemnification in this Section 8.1 shall apply regardless of the active or passive negligence of any Indemnitee and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on any Indemnitee, except that the indemnification in this Section 8.1 shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that the Claim and Liability against the Indemnitee was proximately caused by the sole negligence or willful misconduct of such Indemnitees. Licensee acknowledges and understands that the exception proviso in the previous sentence shall apply only in instances where such Indemnitee is shown to have been solely at fault and not in instances where such Indemnitee's fault accounts for only a percentage of the liability involved, and that Licensee's obligations under this Section 8.1 extends to liability attributable to an Indemnitee if the liability is less than the sole fault of such Indemnitee. Otherwise, the obligation of Licensee shall be all-inclusive, and such Indemnitee shall be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of such Indemnitee.

8.2 General Release. Licensee hereby releases, waives and forever discharges the Indemnitees from any and all past, present, or future Claims and Liabilities of any nature whatsoever, known or unknown, arising from, related to or regarding (a) Licensee's Equipment, or the location, construction, installation, operation, use, maintenance, replacement or existence of Licensee's Equipment on or about the Poles, or any other use of the Poles by Licensee, (b) any poles erected by Licensee under Section 3.1, or (c) the exercise or performance by Licensor of any rights or remedies under this Agreement.

8.2.1 Waiver. Licensee expressly and voluntarily waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code if in any way applicable to the release under Section 8.2 ("Release"). Section 1542 of the California Civil Code provides as follows:

GENERAL RELEASE CLAIMS EXTINGUISHED: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Licensee acknowledges that it has received the advice of legal counsel with respect to the Section 1542 waiver and understands the terms of such waiver. Licensee hereby acknowledges it is aware that Licensee may hereafter discover facts different from or in addition to those which Licensee now know or believe to be true with respect to the Release, and Licensee agrees that the Release shall be and remain in effect as a full and complete mutual release notwithstanding any such different or additional facts.

Licensee Initials: MLP 

8.2.2 Third-Party Beneficiaries. The Indemnitees shall be third-party beneficiaries of the Release.

8.3 Environmental Compliance and Indemnity. Licensee shall comply with all applicable environmental laws and regulations governing the use and occupancy of Pole(s) by Licensee and/or Licensee's Equipment including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Standards").

8.3.1 Notice of Harmful Condition. Licensee shall not create nor permit to be created nor permit to exist upon or near the Poles any non-compliance with Standards or any condition which could be alleged to create a nuisance, public, private or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous or dangerous condition (herein collectively referred to as "Harmful Conditions"). Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Standard, and Licensee shall notify all applicable local, state or federal agencies as required by local, state or federal regulations.

8.3.2 Cost of Remediation. Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions and/or violation of Standards caused by Licensee or any of its agents, employees or contractors.

8.3.3 Licensee's Indemnification from Harmful Conditions. Licensee shall indemnify, defend, and hold each Indemnitee harmless from and against any and all Claims and Liabilities, including without limitation, any lawsuit, local, state, or federal enforcement action, or civil or criminal claims, which arise from, are in connection with or relate to any actual or alleged Harmful Conditions, actual or alleged violation of Standards, or actual or alleged injuries to or death of any persons and loss of or damages to property, including without limitation, employees and property of Licensor and Licensee, due to or caused by (a) Licensor's Equipment, or the location, construction, installation, operation, use, maintenance, replacement or existence of Licensee's Equipment on or about the Poles, or any other use of the Poles by Licensee, or (b) any act or omission of Licensee, its employees, agents, representatives, contractors or subcontractors, , in each case whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto, and regardless of the cause and event though caused in whole or part by the negligent act, acts, omission or omissions of Licensor or of its officers, employees, agents, representatives, contractors or otherwise. Licensee expressly agrees that the indemnification and hold harmless obligations of this Section 8.3.3 are assumed by Licensee regardless of the nature of the Claim and Liability or the authority or person asserting such Claim and Liability.

8.4 Insurance. At all times during the term of this Agreement, Licensee covenants and agrees to provide and maintain insurance in at least the minimum amounts specified below with insurers rated at least “A-, VII” or better by A.M. Bests Guide, and authorized to do business in the state of California. Licensor reserves the right to make reasonable changes in the amounts and types of insurance coverage it requires of Licensee, based upon changes in the insurance industry or Licensor’s or Licensee’s business, changes in risk exposure to Licensor or Licensee (including without limitation as a result of claims made against Licensor for which Licensee is responsible or against which Licensee is required to indemnify, hold harmless or defend), history of claims against Licensee’s insurance or of indemnity claims against Licensee, changes in Licensee’s financial condition, any decisions, orders, rules, regulations or any other actions or proceedings of any regulatory authority having jurisdiction (including, without limitation, the CPUC), or other reasonable factors as Licensor may reasonably deem appropriate. Licensee shall be given at least sixty (60) days notice of a change in insurance requirements.

8.4.1 Commercial General Liability Insurance. Licensee shall maintain coverage for bodily injury and property damage, including, without limitation, blanket contractual liability and products/completed operations, with no exclusion for explosion, collapse and underground property damage hazards. Such insurance shall provide severability of interests or a cross liability clause. In no event shall such insurance be written for limits less than Ten Million Dollars (\$10,000,000) per occurrence and Twenty Million (\$20,000,000) in the aggregate. Such limits may be satisfied under excess liability or umbrella liability insurance policies. All such excess liability or umbrella liability insurance policies shall be “following form” to the commercial general liability policy, and include coverage for Commercial Automobile Liability insurance in limits excess of the limits required in Section 8.4.3 below.

8.4.2 Workers Compensation Insurance/Employers Liability. Licensee shall maintain Workers' Compensation insurance as required by California law, including coverage for U.S. Longshoremen’s and Harborworker’s Act where applicable, and All States Endorsement and Employer’s Liability Insurance in limits of One Million Dollars (\$1,000,000) each accident for bodily injury by accident, One Million Dollars (\$1,000,000) each employee for bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit for bodily injury by disease.

8.4.3 Automobile Insurance. Licensee shall maintain Commercial Automobile Liability insurance against claims for bodily injury and death or property damage covering all owned, non-owned and hired vehicles, with minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit.

8.4.4 Additional Provisions. Any insurance carried in accordance with this Section 8.4 with the exception of workers’ compensation/employer’s liability shall provide that:

(i) Licensor (including its parent and affiliates) is named as an additional insured with the understanding that any obligation imposed upon the insured (including, without limitation, the duty to pay premiums or to inform customers of insurance lapses) shall be the sole obligation of Licensee and not that of any other insured;

(ii) The interests of Licensor (and its parent and affiliates) as an additional insured shall not be invalidated by any action or inaction of Licensee or any other person and shall insure Licensor (and its parent and affiliates), regardless of any breach or violation by

Licensee or any other person, other than Licensor, as the case may be of any warranties, declarations or conditions contained in such policies;

(iii) Such insurance shall be primary without right of contribution of any other insurance or self insurance maintained by Licensor;

(iv) The policies will not be canceled or their limits of coverage reduced or restricted without giving Licensor at least thirty (30) days prior written notice, ten (10) days for cancellation due to non-payment of premium.

8.4.5 Evidence of Insurance. On or before the effective date of this Agreement and on each anniversary of such date, Licensee shall arrange for furnishing Licensor with certificates of insurance evidencing all required insurance. Such certification shall be executed by such insurer, or by an authorized representative of each insurer.

8.5 Surety and Payment Bonds. Upon Licensor's written request, Licensee shall, within fifteen (15) days, furnish Licensor with a bond to cover the faithful performance by Licensee of all the terms and provisions of this Agreement on its part to be performed, which shall be in the amount of at least \$50,000, or such other amount as Licensor may reasonably request. Upon Licensor's request, Licensee shall also provide a payment bond to secure payment of obligations to all persons supplying Licensee with labor and materials, used or expended to connection with the construction and installation, operation and maintenance or existence of Licensee's Equipment pursuant to the terms of this Agreement. Any change in the terms covenants or conditions of this Agreement, with or without notice or consent of the surety or sureties, shall not release the surety on said bonds. Such bonds shall be issued by a surety company selected by the Licensee and satisfactory to Licensor; said surety company shall be one whose name is on file with the County Clerk of San Diego County as an approved and financially sound surety company authorized to transact business in this state. Said bonds shall meet all the requirements and contain all conditions required by the laws of the State of California. The bonds shall not be subject to termination or cancellation, except on 90 days prior written notice by certified mail to Licensor and subject thereto shall be maintained in full force and effect through the life of this Agreement.

8.6 Obligation to Indemnify Not Limited. Licensee's obligations to indemnify Licensor under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for Licensee under any statutory scheme, including without limitation, any Workers Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Licensee expressly agrees that all indemnification, release, defense and hold harmless obligations assumed by Licensee under this Agreement shall survive the expiration or earlier termination of this Agreement.

8.7 Defense of Claims. Upon receipt of written request from an Indemnitee, Licensee shall defend at its cost and expense any claim, suit, action or proceeding brought against Licensor, against which Licensee has an obligation to defend Licensor under this Agreement. Licensor shall, at its option and expense, have the right to participate in such defense, without relieving Licensee of any of its obligations hereunder.

ARTICLE 9 - DEFAULT

9.1 Default. The appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency or bankruptcy act shall constitute a breach or default of this Agreement, if any such appointment or action continues for a period of thirty (30) days or more. Any purported transfer or assignment of this Agreement or any Pole attachment under it by Licensee (whether voluntarily or involuntarily) without the prior written consent of Licensor shall be a default under this Agreement. Any breach of any other material term of this Agreement which is not cured within thirty (30) days of Licensor's written notice to Licensee of such breach shall be a default under this Agreement including, but not limited to failure to, pay any Annual Fee or other amount when due, or making an unauthorized attachment.

9.2 Remedies. In the event of any default hereunder, Licensee shall be liable to Licensor for all remedies prescribed or permitted hereunder or as otherwise available at law or in equity, and Licensor may immediately revoke Licensee's right to use any Pole or terminate this Agreement and/or any and all Applications. In the event of such revocation or termination, Licensee shall have thirty (30) days to remove Licensee's Equipment from the applicable Poles. If Licensee fails to remove its Equipment within such thirty (30) day period, Licensor may, without further notice to Licensee, commence and prosecute to completion the removal of any and all of Licensee's Equipment and all costs incurred by Licensor in connection with such removal shall be recoverable by Licensor from Licensee. Removal shall be in addition to any other rights or remedies Licensor may have at law or equity. Licensor shall have no liability to Licensee for any damages Licensee may suffer directly or indirectly from any actions Licensor may take in exercising any of its remedies, including, but not limited to, those for loss of profits or claims by Licensee's customers.

ARTICLE 10 - MISCELLANEOUS

10.1 Assignments. Licensee shall not assign this Agreement, in whole or in part, voluntarily or involuntarily, to any other person or party without the written consent of Licensor first had and obtained. Licensee may enter into agreements with third parties regarding the use of Licensee's facilities provided that the third party does not have the right to physically alter any Pole or Licensee's Equipment.

10.2 Waiver; Severability. Any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or different condition or obligation. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

10.3 Notices. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective: (a) upon delivery by hand, (b) when sent by

a nationally recognized overnight courier service, in which case notice shall be deemed delivered one (1) business day after deposit with the courier; or (c) by facsimile, if a copy of the notice is also sent by United States Mail, first class postage pre-paid, in which case notice shall be deemed delivered on transmittal by facsimile provided that a transmission report is generated reflecting the accurate transmission of the notices, in each case to the parties as follows:

Notice to Licensee:

Freedom Telecommunications Inc.

Attention: Dave Daigle

4505 Glencoe Avenue

Marina Del Rey, CA 90292

Facsimile: (310) 823-8995

Notice to Licensor:

San Diego Gas & Electric Company

Attention Compliance Management (Joint Facilities)

8316 Century Park Court, CP51D

San Diego, CA 92123-1582

Facsimile: (858) 654-0321

10.4 Time Is of the Essence. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of this Agreement.

10.5 No Liens. Licensee shall keep Licensor's property, the property where the Poles are located and the Poles free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

10.6 Changes. This Agreement shall be subject to such changes or modifications as may be required by decisions or orders of the California Public Utilities Commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this Agreement shall so state. Except as stated in the previous sentence, this Agreement shall not be changed or altered other than by written agreement of the Parties.

10.7 Integration. This Agreement including all attachments incorporated by reference constitutes the complete expression of the Parties' agreement as to its subject matter and supersedes all prior or contemporaneous oral or written agreements.

10.8 Choice of Law/Venue. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed. The federal and state courts located in San Diego County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

10.9 Joint and Several Liability. If there is more than one entity comprising Licensee, the liability of each shall be joint and several.

10.10 No Partnership. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. All work performed by any one Party under this Agreement shall be performed as an independent contractor. Licensee shall not, and shall cause its subcontractors, suppliers and agents not to, make public use of any Licensor identification in any circumstances related to this Agreement or otherwise without Licensor's prior written consent. "Identification" means any corporate name, trade name, trademark, service mark, insignia, symbol, logo or any other product, service or organization designation, or any specification or drawing owned by Licensor or its affiliates or any representation thereof.

10.11 Interpretation. Section headings shall not expand, alter or limit the meaning of the text of this Agreement and are inserted for convenience only.

10.12 Exhibits and Recitals. All exhibits and recitals are incorporated by reference.

10.13 Survival. Where the context or nature of the provisions of this Agreement refer to time periods subsequent any expiration or termination of this Agreement, the obligations of the respective Parties shall survive such expiration or termination of this Agreement or any Application.

10.14 Attorney's Fees. If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing party shall be entitled to recover from the other party as an element of its costs of suit and not as damages, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing party" within the meaning of this section shall be the party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees.

10.15 Counterpart Execution. This Agreement may be executed by the parties hereto in any number of counterparts (and by each of the parties hereto on separate counterparts), each of which when so executed and delivered (which execution and delivery may be evidenced by facsimile or by other electronic means thereof) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By: 

Name: Michael Hale

Title: Director - Construction Services

8/16/10

FREEDOM TELECOMMUNICATIONS INC.

By: 

Name: Michael Pendleton

Title: COO—Freedom Telecommunications, Inc.

Attachment H
SDG&E Advice Letter 2660-E
Orion Cablesystems

**POLE ATTACHMENT
LICENSE AGREEMENT-
ORION CABLESYSTEMS, INC
DECEMBER 17, 2012**

DISTRIBUTION POLES

LICENSE AGREEMENT
(Pole Attachment – Distribution Poles)

THIS MASTER LICENSE AGREEMENT (“Agreement”) is made as of this 17 day of December, 2012, (“Effective Date”) between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation (“Licensor”) and ORION CABLESYSTEMS, INC., WHICH WILL DO BUSINESS IN THE CALIFORNIA AS ORION BROADBAND, a Nevada Corporation (“Licensee”). Licensor and Licensee may be referred to sometimes herein as a “Party” and collectively as the “Parties.” This Agreement shall govern all Applications (as defined in Section 1.3 below) by Licensee to attach Licensee’s Equipment to Licensor’s Poles.

WHEREAS, Licensor is an electric corporation as defined in California Public Utilities Code Section 218 and it distributes power throughout the County of San Diego and a portion of the County of Orange, State of California (“Service Territory”);

WHEREAS, incident to the distribution of electric energy, Licensor has erected electric distribution poles and towers with conductors having a voltage of less than 12kV (collectively, “Poles”) within its Service Territory. These Poles are located (i) on the public streets, roads, highways and other public ways (collectively, “Streets”) of Licensor’s Service Territory pursuant to franchises with applicable cities and counties and/or (ii) on property Licensor owns in fee or holds easements or other rights of way over (collectively, “Rights-of-Way”);

WHEREAS, Licensor may have granted to other parties a right or license to use said Poles; and

WHEREAS, Licensee desires to use Poles as supports for (a) cables and wires, together with associated messenger cables, guy wires, anchors and other messenger-attached appurtenances (“Wireline Attachments”), (b) wireless antennas (other than Wireless Pole-Top Antenna Attachments, defined below), together with their associated elements (including but not limited to associated cables, messengers and pole line hardware) and supporting elements (including but not limited to cross arms and brackets), other than Ancillary Equipment Attachments (as defined below) (collectively, “Wireless Antenna Attachments”), (c) wireless antennas installed above Licensor’s power lines with a voltage of less than 50kV, together with their associated elements (including but not limited to associated cables, messengers and pole line hardware) and supporting elements (including but not limited to cross arms and brackets) (collectively, “Wireless Pole-Top Antenna Attachments”) and/or (d) ancillary equipment as defined in Licensor’s Structural Licensing Process publication, *Electric Distribution Overhead Construction Standards*, provided to Licensee separately as part of the Application process described below and incorporated herein by reference (“Construction Standards”), such as brackets, RF Nodes, battery back-up boxes, disconnect switches, electric conduit, messenger cables and other appurtenances hereinafter (“Ancillary Equipment Attachments”, and together with Wireline Attachments, Wireless Antenna Attachments, and Wireless Pole-Top Antenna Attachments, collectively hereinafter called “Licensee’s Equipment” or “Equipment”).

NOW, THEREFORE, the following terms and conditions shall govern Licensee's use of Licensor's Poles for Licensee's Equipment as Licensor may permit Licensee to use, after receipt and approval of Licensee's Application for particular Poles. This Agreement shall be a master agreement and each individual Application, when approved, shall become a separate license incorporating by reference all the terms and conditions of this Agreement.

ARTICLE 1 – LICENSE

1.1 Licensor's Rights. Licensee's occupancy of Pole space for Licensee's Equipment and the design of its attachments shall be subject to the prior written approval of the Licensor, and its presence shall be subject to present or future occupancy of Pole space by Licensor. Licensor reserves to itself, its successors or assigns, the right to maintain its Poles and to operate its facilities thereon in a manner necessary or convenient for its own requirements. Licensor shall not be liable to Licensee for any interruption in Licensee's use of Licensee's Equipment or Licensee's operations arising in any manner from the use by Licensor of its Poles and the facilities owned by Licensor. It shall be Licensee's responsibility to obtain acknowledgement from its customers that Licensee has chosen to place Licensee's Equipment on Licensor's Poles, and that such customers' service may be interrupted by Licensor's exercise of its rights under the terms of this Agreement.

1.2 General. Licensor hereby grants to Licensee a non-exclusive revocable license to use the Poles for the installation, maintenance, use and removal of Licensee's Equipment as designated on an Application approved by Licensor, in accordance with the Construction Standards, Licensor's *Attachment Policies and Procedures* manual attached hereto as **Exhibit A** and incorporated herein by reference ("Attachment Manual"), and the terms of this Agreement. Licensee's use of Licensor's Poles shall be confined to the installation, maintenance, use and removal of Licensee's Equipment after Licensor has given Licensee written permission to install Licensee's Equipment on specified Poles. Nothing contained in this Agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular Pole or Poles, and nothing in this Agreement shall be construed to confer any permit, license or grant to use the property of any persons other than Licensor's Poles as provided in this Agreement and its associated Applications. [Licensee's Equipment shall be used only for Licensee's cable or telecommunications business. Licensee shall not attach or permit the attachment of any Equipment to Licensor's Poles or use any attached Equipment to provide service to a third party communications infrastructure provider ("CIP") or such CIP's customers, and violation of this provision shall be considered a breach of this Agreement.]

1.3 Licensee's Application. Whenever Licensee desires to place Licensee's Equipment on any of Licensor's Poles, Licensee shall make written application to Licensor for permission to do so, in the number of copies and in the form from time to time prescribed by Licensor. The current form of the Pole Attachment Application ("Application") is attached hereto as **Exhibit B** and incorporated by reference, and may be modified by Licensor at any time without prior notice. As a condition to approval of an Application, Licensor may request, and Licensee shall prepare and provide at its sole cost and expense, any and all additional documentation, material, plans, drawings, maps, data, studies, reports, and other information,

including without limitation stamped engineering studies and drawings. If any such Application is approved, permission to place Licensee's Equipment described in said Application on the Pole or Poles therein identified shall be indicated by Licensor's signing the Application in the place provided for that purpose and returning one signed copy to Licensee. The Application will then become a part of this Agreement and subject to all of its terms and conditions. Each Application, once approved by Licensor and incorporated into this Agreement, shall be a separate agreement for the Equipment specified in said Application, which shall continue until this Agreement expires or is terminated or revoked as otherwise provided in this Agreement. In the event of any conflict between terms specified in an Application and the terms of this Agreement, the terms of this Agreement shall prevail.

1.4 Pre-Installation Engineering. Licensee is responsible for any and all actual costs incurred by Licensor to evaluate safety and engineering issues related to Licensee's intended installation and construction plan to ensure compliance with this Agreement, General Order No. 95 as promulgated by the CPUC, the Attachment Manual and the Construction Standards (all as may be amended, supplemented or updated from time to time). Licensor will provide Licensee with its pre-installation engineering review and an invoice for all costs and expenses incurred by Licensor performing this engineering review, and Licensee shall pay Licensor for all such costs and expenses by the due date specified in such invoice.

1.5 Mock-Ups. In the event Licensee elects to work with Licensor in performing mock-ups to modify its installation and construction plan or other related work, Licensor shall provide Licensee with a written scope of work and estimate of costs prior to construction, and Licensee agrees to reimburse Licensor for any and all actual costs and expenses incurred for said additional service.

1.6 Installation of Equipment. Upon (a) receipt of a signed copy from Licensor signifying Licensor's approval of such Application and (b) payment by Licensee of the contract administration fee and Annual Fees owed at the time of approval as described in Article 5, Licensee may install, maintain and use Licensee's Equipment as described in the Application on the Pole or Poles specified; provided, however, that before commencing any such installation, Licensee shall notify Licensor of the time when Licensee proposes to do said work, sufficiently in advance thereof, so that Licensor may arrange to have its representative present during such installation. Licensee shall complete the installation of Licensee's Equipment on the Pole or Poles covered by each approved individual Application within such time limit as Licensor shall designate on said Application. If Licensee fails to complete the installation of Licensee's Equipment on said Pole or Poles within the prescribed time-limit (or within such additional time as Licensor may agree to in writing), the permission granted by Licensor in the signed Application to place Licensee's Equipment on said Pole(s) shall be automatically revoked, and Licensee may apply again for permission to attach Licensee's Equipment to said Pole(s).

1.7 Unauthorized Equipment. Licensee shall not have the right to place, and it shall not place, any Equipment on any Pole without first making Application therefore and receiving permission to do so from Licensor as set forth above. Licensee shall not add any Equipment to any Pole or change the position of any Equipment on any Pole without Licensor's prior written approval. If Licensee places Equipment on an approved Pole not authorized in a valid

Application, places any Equipment on a non-approved Pole, or changes the position of Licensee's Equipment on an approved Pole, in each case without Licensor's prior written consent (collectively, an "Unauthorized Attachment"), Licensor shall have the right to charge Licensee a one-time fee of Five Hundred Dollars (\$500.00) per Pole on which Licensee has made the Unauthorized Attachment. This fee is the Parties' reasonable estimate of the damages to Licensor caused by such Unauthorized Attachment and shall be in addition to any fee usually charged by Licensor to determine whether to permit the attachment and the Annual Fee (as hereafter described). If Licensor determines it cannot permit the Unauthorized Attachment, or such attachment, in Licensor's sole discretion, is not in compliance with General Order 95, Licensee shall remove the Equipment constituting such Unauthorized Attachment within a reasonable amount of time as specified in Licensor's written notice. If Licensee fails to resolve such Unauthorized Attachment after receipt of written notice to do so by either making an Application therefore or removing the Unauthorized Attachment, Licensor may (but is not required to) remove the Equipment and/or resolve the Unauthorized Attachment at Licensee's sole risk, cost and expense. Licensor shall not be liable for damages to Licensee's Equipment nor for any interruption in service occasioned by Licensor's removal of such Equipment or resolution of the Unauthorized Attachment, and Licensee shall be fully responsible for, and shall indemnify, release and hold harmless each Indemnitee (as defined in Section 8.1 of this Agreement) from and against, any and all Claims and Losses (as defined in Section 8.1 of this Agreement) arising from, in connection with, or in any way relating to Licensor's removal of such Equipment or resolution of the Unauthorized Attachment.

1.8 No Obligation to Maintain Poles. Nothing contained in this Agreement shall obligate Licensor to maintain any of its Poles in existence for a period of time longer than the same are convenient or necessary for Licensor's own service requirements. If Licensor determines that it no longer needs to maintain a Pole or continue such Pole in existence, Licensor shall provide notice to Licensee in accordance with Section 7.3 below that Licensee's right to use such Pole is revoked. If Licensor has chosen to abandon such Pole or Poles in its own discretion, then the provisions of Section 4.3 shall also apply.

ARTICLE 2 - SPACE

2.1 Insufficient Space. In the event that Licensee desires to use a Pole on which there is not adequate space for Licensee's Equipment, Licensor will so indicate on the Application. Licensee may request that Licensor replace the Pole or rearrange the facilities on the Pole to accommodate Licensee's Equipment, and Licensor shall notify Licensee as to whether such replacement or rearrangement can be done, and if so, Licensor shall provide Licensee with a written scope of work and estimate of costs for such replacement or rearrangement. If Licensee still desires to use said Pole or any Pole erected by way of replacement of an existing Pole and returns the Application marked to so indicate, Licensor will replace such Pole with a longer Pole and/or rearrange the facilities on such Pole, provided that Licensor may require Licensee to pay, in advance, to Licensor and any other party using said Pole by reason of a joint pole agreement or otherwise, (a) the estimated cost to be incurred by each of them of transferring to the new Pole all equipment supported by the existing Pole, plus the installed cost of the new Pole and any new appurtenances occasioned by the change, less net salvage realized from equipment removed and less allowance for depreciation included with respect to the Pole removed, and/or (b) the

estimated cost of such rearrangement of facilities. Licensee shall be responsible for Licensor's actual cost of this work. If the actual cost is greater than the estimated cost paid by Licensee to Licensor, Licensee shall pay the additional amount invoiced within thirty (30) days. If the actual cost is less than the estimated payment, Licensor shall refund the difference to Licensee within thirty (30) days without interest. It shall be Licensee's responsibility to make the appropriate arrangements with any other party who has equipment attached to the Pole.

2.2 Rearrangement of Equipment. In the event that, in Licensor's judgment, Licensee's existing Equipment on any Pole renders inadequate the space for the placement or use of any facilities thereon required by Licensor, and if said Licensor facilities could be placed on said Pole by removing, rearranging or relocating Licensee's Equipment or by replacing the Pole (in which case removal of Licensee's Equipment is required), Licensor may request in writing that Licensee remove, relocate or rearrange such Equipment on such Pole in order to permit the placement of Licensor's facilities as aforesaid, and continue the accommodation of Licensee's Equipment. In the event a Pole replacement is required as described above, such request shall include an estimate of the cost of making any such Pole replacement. Licensee shall rearrange, remove or relocate its Equipment as requested by Licensor (or Licensee may remove its Equipment in lieu of rearranging or relocating the Equipment) within ninety (90) days (or such additional time as may be mutually agreed upon) after Licensor issues such request. If Licensee fails to rearrange, remove or relocate its Equipment within the ninety (90) day period, Licensor may either, at Licensor's sole option, rearrange, remove or relocate the Equipment at Licensee's sole risk, cost and expense or rearrange Licensor's facilities to accommodate Licensee's Equipment.

Any such rearrangement, removal or relocation of Licensee's Equipment, rearrangement of Licensor's facilities and/or replacement of the Pole under this Section 2.2 shall be done at the sole risk, cost and expense of Licensee, and Licensee shall, on demand, pay Licensor for all actual cost and expense incurred by Licensor. Licensor shall not be responsible to Licensee for any loss or damage whatsoever sustained by Licensee by reason of the failure of any other party, whether named or not, using said Pole to make such rearrangements or transfers, whether such loss, damage or otherwise occurs by reason of delays or interruptions of Licensee's service or otherwise.

If Licensee elects to remove its Equipment from the pole in lieu of rearranging the Equipment or Licensor's Equipment or changing out the Pole, Licensee shall be entitled to re-install its Equipment on another Pole in accordance with the procedures set forth herein, except that the Annual Fee and the Attachment Fee set forth in Article 5 below shall be waived by Licensor to the extent they were paid for the subject Equipment.

ARTICLE 3 – MINIMIZATION OF NUMBER OF POLES

3.1 Right of First Refusal/New Licensor Pole. In order to keep the number of poles in the Service Territory to a practical minimum, Licensee agrees not to erect any pole of its own in Licensor's Service Territory where Licensor is willing to accommodate Licensee's Equipment or to provide a Pole reasonably adequate to accommodate Licensee's Equipment. If Licensee

should require Equipment in a location and Licensor shall not have Poles so located as to fulfill Licensee's requirements, Licensee shall submit an Application to Licensor, in order that Licensor may determine whether it wishes to place Poles in such a location. If Licensor is willing to erect Poles in such location adequate to provide for Licensee's Equipment, Licensor shall so indicate on the Application and return it to Licensee, and Licensor shall then proceed to erect said Poles. Upon receipt by Licensee from Licensor of written notice that Licensor is unwilling to accommodate Licensee's Equipment under the terms and provisions of this Agreement, or Licensor does not approve of an Application within ninety (90) days from the date the Application is received by Licensor (or, if such Application involves more than 500 Poles or involves considerable complexity, such longer period of time reasonably necessary to review such Application, unless Licensee elects to reimburse Licensor for all costs and expenses (including, without limitation, outside contractor costs) incurred by Licensor so as to meet such ninety (90) day period), Licensee may proceed to erect its own poles in such location in accordance with General Order 95, in which case Licensee agrees to bear all risks, liabilities, and costs associated with the erection of the new pole, and to obtain all necessary approvals in respect thereof, and Licensor shall have no association or connection with such new pole or poles, and such new pole or poles shall not be covered under the terms of this Agreement, unless Licensor elects to replace such pole or poles with Licensor Poles in accordance with Section 3.2 below. Until receipt of said notice or until expiration of the ninety (90) day period, Licensee will not erect any poles of its own within Licensor's Service Territory.

3.2 Replacement of Licensee's Pole. If Licensee places and maintains a pole or poles of its own in a place and manner not inconsistent with or prohibited by any of the terms and conditions of this Agreement and Licensor desires to place and maintain a Pole or Poles of its own at or near the location of Licensee's pole, Licensor may give Licensee thirty (30) days written notice of its intention so to do. Said notice shall designate the pole or poles of Licensee to be removed and replaced. Licensee shall relocate any Equipment on its pole or poles within such thirty (30) day period. After said thirty (30) day period, Licensor may replace Licensee's pole or poles with its own Pole or Poles, and any Equipment that continue to remain on Licensee's pole or poles may be removed by Licensor. Upon such replacement of Licensee's pole, Licensee's use of Licensor's Pole or Poles shall be governed by all of the terms and conditions hereof; provided, however, no Annual Fee shall be applicable to Equipment relocated by Licensee in accordance with the terms of this Section 3.2. Licensor shall bear the cost of removal and replacement of said poles, the erection of such Poles and of the relocation of Licensee's Equipment thereon. Upon the removal of Licensee's poles from the ground, Licensee shall forthwith take possession of the same and remove them from the area.

ARTICLE 4 – REMOVAL OR TRANSFER OF POLES AND ATTACHMENTS

4.1 Licensor's Maintenance and Replacement of Poles. Licensee shall, at its sole risk, cost and expense, upon request of Licensor, relocate, replace or renew Licensee's Equipment, and transfer any Equipment to Poles erected by way of replacement of existing Poles, and/or perform any other work in connection with said Equipment that may be required by Licensor in the maintenance, replacement, removal or relocation of said Poles or the facilities thereon or which may be placed thereon or for the service needs of Licensor or any other owner

of an interest in said Pole or of facilities thereon; provided, however, that in cases of emergency, or if Licensee otherwise does not perform such relocation, replacement, renewal or work within sixty (60) days, Licensor may (but shall not be obligated to, in which case Licensee shall be responsible to Licensor for all loss and liabilities incurred by Licensor by any delay) perform any of the foregoing, at Licensee's sole risk, cost and expense, and Licensee, on demand, will reimburse Licensor for the entire cost and expense thereby incurred.

4.2 Licensee's Removal of Equipment. Licensee may at any time remove its Equipment from any of the Poles, and, in each such case, Licensee shall give Licensor prior written notice of such removal by submitting an Application identifying the Equipment to be removed. If Licensee desires to relocate such Equipment to another or new Pole, Licensee shall submit an Application to Licensor identifying such other or new Pole and the Equipment to be relocated. Licensee's failure to remove Licensee's Equipment from any such Pole within sixty (60) days from the date of notification of removal to Licensor, or Licensee's failure to install approved Equipment on a new Pole within sixty (60) days from the date of Licensor's approval of the Application, shall constitute a termination of Licensee's right to use such Pole (unless Licensee's right to use the Pole would otherwise be sooner terminated by reason of the operation of some other provision of this Agreement), and Licensor may itself perform the removal at Licensee's cost, expense and risk, and Licensee shall pay the actual cost incurred by Licensor for any removal performed by Licensor.

4.3 Abandonment of Pole by Licensor. If at any time Licensor desires to abandon any Pole, it shall have the right to do so upon giving notice in writing to Licensee of its intention so to do. Licensee shall within sixty (60) days after such notice remove its Equipment. In the event Licensee fails to remove its Equipment from such Pole within such sixty (60) days, then Licensor shall have the option to either (a) require Licensee to assume ownership of the Pole and all guys, anchors, and other equipment associated with support and/or integrity of the pole, including but not limited to c-trusses, concrete bases and fiberglass wraps (collectively, "Appurtenances") as of the date notice thereof is received by Licensee, in which case Licensee shall assume and fulfill all ownership responsibilities from and after such date, or (b) remove Licensee's Equipment, at Licensee's sole risk, cost and expense, and Licensee, on demand, will reimburse Licensor for the entire cost and expense thereby incurred within thirty (30) days of such demand, and Licensee shall be responsible to Licensor for all loss and liabilities incurred by Licensor by any delay. In the event Licensee fails to remove its Equipment from the applicable Pole or Poles within such sixty (60) day period and Licensor thereby opts to require Licensee to assume ownership of a Pole and Appurtenances in accordance with (a) above, no further action on the part of Licensee to effect such change in ownership shall be necessary. Licensor shall execute and deliver a quitclaim bill of sale of such Pole and Appurtenances to Licensee, but delivery of the quitclaim shall not be necessary to transfer title to the Pole or Appurtenances to Licensee or for Licensee to be responsible for all obligations regarding the Pole and Appurtenances.

ARTICLE 5 - FEES

5.1 Contract Administration Fee. Commencing with the Effective Date of this Agreement and on February 1 of each succeeding year during the term of this Agreement,

Licensee shall pay Licensor the sum of Five Hundred Dollars (\$500.00) as a contract administration fee ("Contract Administration Fee"). Payment shall be due and payable no later than the date specified in Licensor's invoices therefor. Licensor may increase the Contract Administration Fee at any time (but not more often than once a year) upon no less than thirty (30) days' prior written notice to Licensee. Changes to the Contract Administration Fee shall be effective the first day of the following calendar year. If such changed Contract Administration Fee is not acceptable to Licensee, Licensee may terminate this Agreement as elsewhere provided herein and remove Licensee's Equipment from the Poles.

5.2 Annual Fees. At the time Licensor approves an Application from Licensee, Licensor shall invoice Licensee in advance by electronic mail for the applicable fees described below for each attachment to each Pole Licensee attaches to under this Agreement ("Annual Fees"). Annual Fees shall be due every February 1 following the Effective Date. In addition, Licensee shall make an initial payment of Annual Fees upon approval of an Application, calculated by dividing each applicable Annual Fee for each attachment to each Pole by twelve and then multiplying that amount by the number of whole months remaining from the time of approval until the following February 1. All Annual Fees shall be payable in advance following receipt of an invoice therefor from Licensor no later than the date specified therein.

5.2.1 Wireline Attachments. If requested in Licensee's Application, the Annual Fee for each Wireline Attachment to each Pole Licensee requests use of under such Application shall be charged to Licensee in accordance with Schedule A attached hereto and incorporated by reference ("Wireline Attachment Fee"). This Annual Fee shall be the same whether the Poles are located in Streets or in Rights-of-Way.

5.2.2 Wireless Antenna Attachments. If requested in Licensee's Application, the Annual Fee for each Wireless Antenna Attachments to each Pole Licensee requests use of under such Application shall be charged to Licensee in accordance with Schedule B attached hereto and incorporated by reference ("Wireless Antenna Attachment Fee"). The Wireless Antenna Attachment Fee may be increased annually, in Licensor's sole discretion, in an amount equal to six percent (6%), upon written notice to Licensee. Wireless Antenna Attachments installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Wireless Antenna Attachment Fee shall be paid at the time Licensee receives its Approved Application for such Wireless Antenna Attachment Fee.

5.2.3 Wireless Pole-Top Antenna Attachments. If requested in Licensee's Application, the Annual Fee for each Wireless Antenna Attachment to each Pole Licensee requests use of under such Application shall be charged to Licensee in accordance with Schedule C attached hereto and incorporated by reference ("Wireless Antenna Attachment Fee"). The Wireless Antenna Attachment Fee may be increased annually, in Licensor's sole discretion, in an amount equal to six percent (6%) upon written notice to Licensee. Wireless Antenna Attachments installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Wireless Antenna Attachment Fee shall be paid at the time Licensee receives its Approved Application for such Wireless Antenna Attachment Fee.

5.2.4 Ancillary Equipment Attachments. If requested in Licensee's Application, the Annual Fee for each Ancillary Equipment Attachment to each Pole Licensee requests use of under such Application shall be charged to Licensee in accordance with Schedule D attached hereto and incorporated by reference ("Ancillary Equipment Attachment Fee"). The Ancillary Equipment Attachment Fee may be increased annually, in Licensor's sole discretion, in an amount equal to six percent (6%) upon written notice to Licensee. Ancillary Equipment Attachments installed during a calendar year, shall be prorated based upon the number of whole months remaining in the calendar year. The prorated Ancillary Equipment Attachment Fee shall be paid at the time Licensee receives its Approved Application for such Ancillary Equipment Attachment Fee.

5.2.5 Existing Pole Attachments. Nothing herein shall be construed as approval by Licensor of any previously made un-authorized attachments or to prevent Licensor from exercising the remedies under this Agreement as a result of un-authorized attachments.

5.2.6 Change in Annual Fees. Licensor may increase any or all of the Annual Fees at any time (but not more often than once a year) upon no less than thirty (30) days' prior written notice to Licensee, provided that any change to the Wireline Attachment Fee shall be made in accordance with the methodology of California Public Utilities Code Section 767.5 and other applicable decisions of the CPUC. Changes to Annual Fees for Licensee's Equipment already attached to Poles shall be effective the first day of the following calendar year. If such changed Annual Fee is not acceptable to Licensee, Licensee may either (a) terminate this Agreement as elsewhere provided herein and remove Licensee's Equipment from the Poles, or (b) pay the prior year's Annual Fees to Licensor, and the Parties shall submit the matter to the CPUC for resolution (using the CPUC's dispute resolution procedure or any other appropriate method).

5.3 Engineering Fees. Licensee shall reimburse Licensor for all costs, charges, fees and expenses incurred by Licensor in connection with any pre- or post-construction engineering (or re-engineering) review work performed by Licensor in connection with any Wireless Antenna Attachments, Wireless Pole-Top Antenna Attachments or Ancillary Equipment Attachments Licensee's Equipment attached by Licensee or to be attached by Licensee on any Pole.

5.4 Payment and Late Charges. Licensee shall pay the full amount of all invoices (regardless of whether the amount is in dispute) within sixty (60) days of receipt of the invoice. Amounts not paid within such period shall be subject to late charge of 5% and shall bear interest at the rate of 10% per annum (or the maximum interest rate permitted by law, if lower) until paid.

5.5 Billing Disputes. In the event Licensee disputes the amount of any invoice, including but not limited to the fees charged or the amount of attachments held by Licensee, Licensee shall have two (2) years from the invoice date to contest such invoice and if such invoice is not contested within such period of time, Licensee shall forfeit its right to contest any charges therein. In addition, Licensee shall only have the right to contest such invoice if the invoice amount is fully paid in accordance with Section 5.4 above, including all late charges and

interest payments, if applicable. To contest an invoice, Licensee must send written notice to Licensor in accordance with Section 11.3 below, which shall include the original invoice, a description of those charges Licensee believes to be inaccurate, and a revised accounting of charges. Licensor shall be under no obligation to accept Licensee's revised invoices as accurate. If Licensor agrees with Licensee's revised accounting of the invoice, Licensor shall issue a revised invoice, and either reimburse Licensee any funds owed within ninety (90) days of the date of the revised invoice, or subtract the amount owed to Licensee from the amount due from Licensee in the next billing cycle, in Licensor's sole discretion. If Licensor disputes Licensee's revised accounting of the invoice, such matter shall be referred to Licensor's Compliance Management Manager, and if the matter cannot be further resolved, it shall be handled in accordance with Section 11.9 below.

5.6 Taxes and Assessments. Licensee shall pay when due all taxes and assessments levied on its Equipment, and if such tax is assessed upon Licensor, Licensee, on demand, shall reimburse Licensor in the amount of the tax paid by Licensor.

ARTICLE 6 – SAFETY AND PERMITS

6.1 Compliance with All Rules, Laws and Licensor's Specifications. Licensee shall, at its own sole risk and expense, place and maintain Licensee's Equipment on Poles (i) in a safe condition and in good repair, (ii) in a manner consistent with Good Utility Practice (as defined below), (iii) in a manner suitable to Licensor and so as not to conflict or interfere with the working use of said Poles by Licensor or others using said Poles, or with the working use of facilities of Licensor or others on or from time to time placed on said Poles, (iv) in conformity with all applicable laws, rules, statutes, regulations, ordinances, decisions, orders, judgments, decrees, guidelines and policies of any national, state or local governmental, judicial or regulatory authority, body, agency, bureau or entity (including without limitation any subdivision, agency, division or department thereof), or any arbitrator or tribunal with authority to bind a party, including, without limiting the scope of the foregoing, General Order No. 95 and any other decision, protocols, rules or regulations of the Public Utilities Commission of the State of California, and any supplements and revisions thereto (collectively, "Applicable Laws"), and (v) in conformity with such requirements, protocols, procedures and specifications as Licensor shall from time to time prescribe in writing (all of which shall be incorporated herein and made a part hereof without need of further action), including without limitation, the Attachment Manual and the Construction Standards (collectively, "Licensor Requirements"), all of which may be changed from time to time in Licensor's sole and absolute discretion upon written notice and which may be more stringent than the requirements of Applicable Law. "Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. "Good Utility Practice" is not intended to be limited to the optimum practice, method or act, to the exclusion of

all others, but rather is intended to include acceptable practices, methods and acts generally accepted in the region.

6.2 Proper Identification. Licensee shall be responsible for properly identifying Licensee's Equipment at all times consistent with Licensor Requirements.

6.3 Guys and Anchors.

6.3.1 Not Coincident. Licensee, at its own sole risk and expense, shall provide, own and maintain such guys and anchors as are required to hold the strains of Licensee's Equipment on said Poles in the cases where Licensee's anchorage requirements are not coincident with those of Licensor. In those cases where existing guys and anchors are inadequate to support Licensee's strains, and separate guys and anchors are not desired, or if guys and anchors being used by Licensee should be inadequate to support additional strains of Licensor and any other owner or owners, other than Licensee, of facilities on said Poles, or any of them, resulting from the placing of additional facilities on said Poles and said guys and anchors would have been adequate to hold the additional strains if Licensee's strains were removed therefrom, Licensor shall cause the existing guys and anchors to be replaced with adequate guys and anchors at the sole risk and expense of Licensee and Licensee, on demand, will reimburse Licensor for the entire expense thereby incurred.

6.3.2 Coincident. In general, in those cases where the anchorage requirements of Licensee and Licensor are coincident, the strains of Licensee's Equipment and of Licensor's facilities on said Poles shall be held by the existing guys and anchors; however, in individual cases when in Licensor's judgment such procedure is desirable, Licensee, at its own sole risk and expense, shall provide, own and maintain separate guys or anchors, or both, to hold the strains of its Equipment on said Poles.

6.3.3 Strains. The term "strains" as herein used shall mean the forces created by the failure of a Pole and its facilities located thereon to maintain its static equilibrium.

6.4 Licensee's Duty of Care. Licensee shall use best efforts to avoid causing damage to the facilities of Licensor and others on the Poles, and Licensee shall assume all responsibility for any and all loss from such damage, and shall indemnify Licensor for all such loss in accordance with the terms of this Agreement. Licensee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, on demand and upon receipt of supporting documentation, reimburse said owner for the entire expense incurred in making repairs.

6.5 Licensor's Inspection. Licensor shall have the right to inspect each new installation of Licensee's Equipment on and in the vicinity of the Poles and to make inspections, thereafter at any time. Such inspections, made or not, shall not relieve Licensee of any responsibility, obligation or liability under this Agreement.

6.6 Licensee's Inspection. Licensee shall be entirely responsible for inspecting its Equipment and shall do so in a manner and with a frequency consistent with Good Utility

Practice and Applicable Law so as to confirm that its Equipment is in compliance with the requirements of this Agreement, Good Utility Practice and Applicable Law.

6.7 Workers. All work done on or about the Poles by Licensee or on Licensee's behalf in connection with the installation, operation and maintenance of Licensee's Equipment shall be performed by workers qualified to perform such work, and Licensee shall be solely liable for any and all damage, injury, or death resulting from the acts or omissions of Licensee, its employees, agents or contractors.

6.8 Permits. Licensee shall, prior to placing Licensee's Equipment on the Poles, and at Licensee's sole cost and expense, make all applications for, obtain, and thereafter maintain throughout the Term, any and all franchises, permits, licenses, easements and rights-of-way and any and all other necessary approvals that may be required to erect, operate, maintain or remove Licensee's Equipment on the Poles over, along, across, on, through and under the Streets and Rights-of-Way, including but not limited to an easement, lease or other document of permission from the fee owner of the property on which the Poles are located, and any permits or approvals required by any governmental agency having jurisdiction over the Licensed Premises (collectively, the "Use Permits"), and shall submit evidence of Licensee's compliance with the foregoing requirements to Licensor. Licensor shall cooperate with Licensee in the application for Use Permits, provided, however, Licensor shall be at no cost or expense therefor, and provided further that Licensee shall hold all Indemnitees (as defined in Section 8.1) harmless and defend them from any costs or claims associated with the Use Permits. Licensor shall not be required to comply with or accept any conditions unacceptable to Licensor in Licensor's reasonable discretion imposed as a part of or as a condition of any Use Permits. This Agreement shall not be construed as a grant of right-of-way, easement or any other real property right by Licensor to use the property on which the Poles are located. This Agreement provides solely a contractual right to use the Poles themselves to support Licensee's Equipment, after the necessary Use Permits have been obtained by Licensee. Licensor makes no warranty, express or implied, that Licensor is granting Licensee any legal rights to install its Equipment on public or private property, other than for the use of Licensor's Poles once all necessary Use Permits have been obtained by Licensee. Licensee understands that it may be required to obtain a Certificate of Public Convenience and Necessity from a governmental entity having jurisdiction (such as, without limitation, the California Public Utilities Commission) in connection with its installation or use of its Equipment on Licensor's Poles, and Licensee shall provide a copy of such Certificate of Public Convenience and Necessity to Licensor upon request.

6.9 Security Rules. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to observe and comply with all security rules of the United States Government and all laws in furtherance of the security of communications. Licensee will not assign work to and will not permit work on or about Poles by any of its employees, agents or contractors who is judged a security risk. In furtherance of the purposes of laws, rules and regulations relating to the security of communications, espionage, sabotage and subversive activities, Licensee shall:

a) File with the Licensor upon Licensor's request, a list of the names of all of the Licensee's employees, agents and contractors who will have occasion to perform work on or

about Poles or Licensee's Equipment, and shall file with Licensor supplemental lists thereof whenever changes in such personnel are made.

b) Provide suitable identification for each such employee, agent and contractor referred to in (a) above.

6.10 Safe Installation Procedures. Licensee shall require each employee, agent and contractor working on or about Poles under this Agreement to inspect the Poles as well as all cross arms and wires, and to ascertain that the same are safe to work with or upon before climbing the Poles, attachments, cross arms or wires, and shall also charge such employees, agents and contractors with the duty of inspecting suspension wires, cable boxes, platforms, splicing platforms, ropes and all other implements and supplies with which such employees, agents and contractors work to ascertain that the same are in a safe condition and repair.

6.11 Licensee's Noncompliance.

6.11.1 In the event Licensee fails to comply with one or more of the requirements set forth in this Article 6, then Licensor may notify Licensee of such non-compliance and specify a deadline for Licensee to cure such non-compliance (which deadline may be set by Licensor at its sole and absolute discretion based on its determination of its risk exposure that may result from Licensee's non-compliance), and Licensee shall complete such cure no later than the deadline so specified by Licensor. If Licensee fails to complete such cure by Licensor's prescribed deadline, then an Event of Default of Licensee shall be deemed to have occurred under Section 9.1 below.

6.11.2 Licensor's approval of Applications shall not be construed as assurance by Licensor that Licensee's Equipment as installed or maintained complies with the requirements of this Agreement, General Order No. 95 or Applicable Laws. Licensor assumes no responsibility or liability for any failure by Licensee to comply with the requirements set forth in this Article 6.

6.12 Hazards. In the event that, in Licensor's sole and absolute discretion, any Equipment creates an immediate compliance issue with General Order No. 95, threatens the health or safety of any person, threatens the integrity of the Pole(s), or gives rise to a significant risk of property damage, Licensor may, without prior notice to Licensee, commence and prosecute to completion the removal of such Equipment from such Pole(s), including but not limited to the removal of the Pole(s) themselves and all related Attachments, at Licensee's sole risk, cost and expense, and Licensee, on demand, shall reimburse Licensor for the entire cost and expense thereby incurred.

ARTICLE 7 – TERM AND TERMINATION OF LICENSE OR ATTACHMENTS

7.1 Term. The term of this Agreement shall commence on the Effective Date and expire when terminated by either Party in accordance with the terms of this Agreement (hereinafter "Term").

7.2 Termination for Convenience. This Agreement may be terminated (a) at any time

for any reason by Licensor upon sixty (60) days' notice by Licensor (in which case Licensee shall, at its sole cost and expense, remove Licensee's Equipment from such Poles within such sixty (60) day period), or (b) at any time for any reason by Licensee, in which case this Agreement shall terminate immediately upon receipt by Licensor of notice from Licensee that all of Licensee's Equipment covered by this Agreement has been removed from the applicable Poles (unless such Poles were abandoned by Licensor in accordance with Sections 4.3 or 9.2(d) herein).

7.3 Termination for Cause. Licensor may terminate this Agreement or any Application (including as to existing Pole attachments, Applications which have already been approved or which are pending) upon prior written notice to the other Party if an Event of Default and lapse of any applicable cure periods occurs in accordance with Section 9.1.

7.4 Revocation of Right to Use Poles. Licensor, in its sole judgment, may revoke the right to use any specified Pole at any time upon prior written notice to Licensee, which written notice shall be provided no later than (i) thirty (30) days' prior to the effective date of revocation if such reason is related to the provision of electrical power, or (ii) sixty (60) days' prior to the effective date of revocation if for such other reasons related to Licensor's business operations as a utility governed by the CPUC. Notwithstanding the foregoing, in cases involving safety, security, reliability of Licensor's electrical system, public convenience or compliance with any law, regulation or other legal requirement, such time period required for such written notice to be provided prior to such revocation may be reduced to the extent necessary to address such cases. Licensee shall, at its sole cost and expense, remove Licensee's Equipment from such Poles within the aforementioned notice periods.

If Licensor revokes the right to use Poles under the provisions of General Order No. 69-C, Licensor shall attempt to provide Licensee with the same time periods as specified above to remove Licensee's Equipment, but Licensor need not do so if the interests of its patrons or consumers require otherwise.

In any such case of such revocation, Licensee may submit an Application to transfer any affected Licensee's Equipment to any other Licensor Pole(s) that might be available for such purposes, at Licensee's sole cost and expense.

7.5 Regulatory Modifications and Terminations. Notwithstanding any provision in this Agreement to the contrary, this Agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction. In addition, this Agreement is subject to General Order No. 69-C of the CPUC and the right of Licensor, either on its own behalf or upon order of the CPUC, to immediately terminate this Agreement or any Pole attachment upon written notice to Licensee whenever, in the interest of its service to its patrons or customers, it shall appear necessary to do so. The terms of said General Order are incorporated herein by reference.

7.6 No Refunds / Removal of Equipment. No refunds of Annual Fees shall be due or payable for the year in which this Agreement (or any particular Application) terminates or is

revoked. Licensee shall remove all of Licensee's Equipment from all Poles by the effective date of such termination.

7.7 Licensee's Waiver of Claims. Licensee hereby releases Licensor and holds Licensor harmless from any and all claims or actions which might arise from the interruption or discontinuance of Licensee's operations or service to its customers as a result of the application of this Article 7 or any other Section of this Agreement.

7.8 AT&T's Poles. Licensor does not by the terms and conditions of this Agreement, purport to grant to Licensee any right or privilege whatever to use poles owned by AT&T (or any successor or assign of AT&T), even though Licensor itself, has by reason of a Joint Pole Agreement or otherwise acquired permission to use the same for the location of its own facilities; to the contrary, in order to use telephone company poles, Licensee is obligated to comply with whatever terms and conditions have been or may hereafter be established by AT&T (or any successor or assign of AT&T) for the use of the same.

ARTICLE 8 – INDEMNITY, RESPONSIBILITY, ENVIRONMENTAL COMPLIANCE AND INSURANCE

8.1 Responsibility and Indemnity. Licensee shall assume sole responsibility, risk and liability for, and shall release, indemnify, reimburse, defend, and hold harmless Licensor, its parent company(ies), subsidiaries and affiliates, and any of their respective shareholders, directors, officers, employees, agents, representatives, consultants and independent contractors (each, including Licensor, an "Indemnitee") for, from and against, any and all costs and fees (including, without limitation, in-house and outside counsel attorneys' fees, witness fees, and expert witness fees), penalties, damages, injuries, losses and liabilities of every kind and nature, whether incurred by Licensee or Licensor or any another Indemnitee (collectively, "Losses"), or any claims, demands, suits, causes of action, or proceedings of any third party (including, without limitation, any customer of Licensee) claiming any such Losses against Licensor or any other Indemnitee (hereafter collectively "Claims"), in each case arising from, in connection with, or caused by (a) Licensee's Equipment, the presence, location, construction, installation, operation, use, maintenance, replacement or existence of Licensee's Equipment on or about the Poles, on or about any other poles used by Licensor whether or not Licensor owns such poles, or in the vicinity of Licensor's electric supply conductors and facilities wherever located, or any other use of the Poles or any other Licensor facility by Licensee, (b) any poles erected by Licensee under Section 3.1, (c) any Poles owned by Licensee following transfer of ownership of such Poles to Licensee under Section 9.2 below, (d) the exercise or performance by Licensor of any right to rearrange, remove or relocate Licensee's Equipment on any Pole as provided in this Agreement, (e) the acts or omissions of Licensee, its employees, agents, representatives, contractors, suppliers, laborers, materialmen or subcontractors, or any other person performing work related to this Agreement or the construction, installation, operation, use, maintenance, or replacement of Licensee's Equipment on or about the Poles on behalf of Licensee (collectively, "Licensee Parties") in their performance under this Agreement, or any acts or omissions of any CIP for whom Licensee is providing attachment services pursuant to any Application under this Agreement, (f) any violation or non-compliance by any Licensee

Party with any Applicable Law, Environmental Standard or Licensor Requirement (all as defined herein), (g) any challenge to Licensor's franchise(s) or Rights-of-Way or Licensee's Use Permit(s) by a governmental entity or real property owner as a result of or related to the attachment of Licensee's Equipment to Poles, (h) the breach or default by Licensee of any obligation, condition, representation or warranty of this Agreement, (i) any liens filed by any Licensee Party that encumber Licensor, any Pole or any of Licensor's property, or (j) any Harmful Condition created or permitted to be created by any Licensee Party. For purposes of illustration, Losses shall include, but are not limited to, (i) damage to or destruction of property belonging to any person, (ii) injury to or death of any person, (iii) economic loss or liability of any person, and (iv) any interference with or loss of Licensor's service, Licensee's service, Licensee's customers' service or the service of any customer of any CIP for whom Licensee is providing attachment services pursuant to any Application under this Agreement, including without limitation emergency telephone service.

The obligations of Licensee in this Article shall apply (A) whether the Claims or Losses are based on contract, tort or any other theory, (B) regardless of the negligence (active, passive or otherwise) of any Indemnitee, and (C) regardless of whether liability without fault or strict liability is imposed or sought to be imposed on any Indemnitee, except that Licensee's obligations under this Section 8.1 shall not apply to the extent that a final judgment of a court of competent jurisdiction establishes that a Claim against or Loss by an Indemnitee was proximately caused by the sole negligence or willful misconduct of such Indemnitee. Licensee acknowledges and understands that the exception proviso in the previous sentence shall apply only in instances where such Indemnitee is shown to have been solely at fault and not in instances where such Indemnitee's fault accounts for only a percentage of the liability involved, and that Licensee's obligations under this Section 8.1 extends to liability attributable to an Indemnitee if the liability is less than the sole fault of such Indemnitee. Otherwise, the obligation of Licensee shall be all-inclusive, and such Indemnitee shall be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of such Indemnitee.

8.2 Environmental Compliance. Licensee shall comply with all applicable federal, state, regional or local laws, statutes, ordinances, regulations, codes, administrative rules, directives, policies, decisions of the courts, guidelines, permits or permit conditions, or orders, existing now or in the future, as the same may be amended, pertaining to worker or workplace safety, environmental conditions, environmental quality or policy, health and/or safety issues or concerns (including product safety) governing the use and occupancy of Pole(s) by Licensee and/or Licensee's Equipment including, without limitation, the handling, manufacturing, treatment, storage, disposal, discharge, use, and transportation of hazardous or toxic substances, materials or wastes, and any wastes regulated under any local, state or federal law (hereinafter collectively referred to as "Environmental Standards").

8.2.1 Hazardous Substance-Definitions: The term "Hazardous Substance" or "Hazardous Substances" shall mean any chemical, substance, material, controlled substance, object, condition, solid or hazardous waste or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, toxicity, or other harmful or potentially harmful properties or affects. Hazardous Substances include, without limitation, oil or petroleum and petroleum products, asbestos, radon,

polychlorinated biphenyls (PCBs), urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions and waste or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any federal, state or local Environmental Standards.

8.2.2 Notice of Harmful Condition. Licensee shall not create nor permit to be created nor permit to exist upon or near the Poles any non-compliance with Environmental Standards or any other condition or circumstance which could be alleged to create a nuisance, public, private or mixed, or to otherwise present a threat to health or property by any unhealthful, hazardous or dangerous condition, which shall also mean, without limitation, the use, generation, treatment, storage, handling, release, threatened release of any Hazardous Substance on, in, under or about the property on which the Poles are located or the underlying ground water, or transportation to or from such area of any Hazardous Substance, as such term is defined herein. (collectively referred to herein as "Harmful Conditions"). Licensee shall notify Licensor immediately of any Harmful Conditions or non-compliance with any Environmental Standard, and Licensee shall notify all applicable local, state or federal agencies as required by local, state or federal regulations. Notwithstanding the foregoing prohibition, provided Licensee shall strictly comply with all applicable Environmental Standards and all other provisions of this Article 8, Licensee may, store (but not treat, release or dispose of) upon and transport to and from the Poles such Hazardous Substances as are identified by Licensee and approved by Licensor on Exhibit C attached hereto, but only to the extent the use, storage and transportation of such Hazardous Substances are reasonably required as part of or for the use of Licensee's Equipment.

8.2.3 Cost of Remediation. Licensee shall reimburse Licensor for all costs (including, but not limited to, consulting, engineering, clean up, containment, disposal, and legal costs) incurred by Licensor as a result of Licensee's failure to comply with the foregoing obligations assumed by Licensee, and also such costs as may be incurred by Licensor in abating or protecting against Harmful Conditions and/or violation of Environmental Standards caused by Licensee or any of its agents, employees or contractors.

8.2.4 Continuing Obligations of Licensee and Licensor: The obligations of Licensee and Licensor under this Section 8.2 shall survive the expiration or earlier termination of the Agreement without any limitation, and shall constitute obligations that are independent and severable from covenants and obligations hereunder.

8.2.5 Prompt Written Notice: Licensor and Licensee agree to give the other prompt written notice of the discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Poles that either has caused or could cause the Poles or any part thereof to become contaminated with a Hazardous Substance or to be subject to any restrictions in respect of ownership, occupancy, transferability or use under any Environmental Standard.

8.3 Insurance. At all times during the term of this Agreement, Licensee covenants and agrees to provide and maintain insurance in at least the minimum amounts specified below with insurers rated at least "A-, VII" or better by A.M. Best's Guide, and authorized to do business in the state of California. Licensor reserves the right to make reasonable changes in the

amounts and types of insurance coverage it requires of Licensee, based upon changes in the insurance industry or Licensor's or Licensee's business, changes in risk exposure to Licensor or Licensee (including without limitation as a result of claims made against Licensor for which Licensee is responsible or against which Licensee is required to indemnify, hold harmless or defend), history of claims against Licensee's insurance or of indemnity claims against Licensee, changes in Licensee's financial condition, any decisions, orders, rules, regulations or any other actions or proceedings of any regulatory authority having jurisdiction (including, without limitation, the CPUC), or other reasonable factors as Licensor may reasonably deem appropriate. Licensee shall be given at least sixty (60) days' notice of a change in insurance requirements.

8.3.1 Commercial General Liability Insurance. Licensee shall maintain coverage for bodily injury and property damage, including, without limitation, blanket contractual liability and products/completed operations, with no exclusion for explosion, collapse and underground property damage hazards. Such insurance shall provide severability of interests or a cross liability clause. In no event shall such insurance be written for limits less than Ten Million Dollars (\$10,000,000.00) per occurrence and Twenty Million Dollars (\$20,000,000.00) in the aggregate. Such limits may be satisfied under excess liability or umbrella liability insurance policies. All such excess liability or umbrella liability insurance policies shall be "following form" to the commercial general liability policy, and include coverage for Commercial Automobile Liability insurance in limits excess of the limits required in Section 8.3.3 below.

8.3.2 Workers Compensation Insurance/Employers Liability. Licensee shall maintain Workers' Compensation insurance as required by California law, including coverage for U.S. Longshoremen's and Harborworker's Act where applicable, and All States Endorsement and Employer's Liability Insurance in limits of One Million Dollars (\$1,000,000) each accident for bodily injury by accident, One Million Dollars (\$1,000,000) each employee for bodily injury by disease, and One Million Dollars (\$1,000,000) policy limit for bodily injury by disease.

8.3.3 Automobile Insurance. Licensee shall maintain Commercial Automobile Liability insurance against claims for bodily injury and death or property damage covering all owned, non-owned and hired vehicles, with minimum limits of liability of One Million Dollars (\$1,000,000) combined single limit.

8.3.4 Additional Provisions. Any insurance carried in accordance with this Section 8.3 (with the exception of workers' compensation/employers' liability insurance) shall provide that:

- a) Licensor (including its parent and affiliates) is named as an additional insured with the understanding that any obligation imposed upon the insured (including, without limitation, the duty to pay premiums or to inform customers of insurance lapses) shall be the sole obligation of Licensee and not that of any other insured;
- b) The interests of Licensor (and its parent and affiliates) as an additional insured shall not be invalidated by any action or inaction of Licensee or

any other person and shall insure Licensor (and its parent and affiliates), regardless of any breach or violation by Licensee or any other person, other than Licensor, as the case may be of any warranties, declarations or conditions contained in such policies;

- c) Such insurance shall be primary without right of contribution of any other insurance or self insurance maintained by Licensor;
- d) Such policies will not be canceled or have their limits of coverage reduced or restricted without giving Licensor as an additional insured at least thirty (30) days' prior written notice, or ten (10) days' prior written notice for cancellation due to non-payment of premium.

8.3.5 Evidence of Insurance. On or before the effective date of this Agreement and on each anniversary of such date during the Term, Licensee shall furnish or cause its insurers to furnish Licensor certificates of insurance evidencing all required insurance as described above. Such certification shall be executed by such insurer, or by an authorized representative of each insurer. Failure of Licensee to furnish such certificates of insurance within thirty (30) days of the effective date of this Agreement or any of its anniversaries during the Term shall be considered an Event of Default in accordance with Section 9.1 below.

8.4 Obligation to Indemnify Not Limited. Licensee's obligations to indemnify Licensor under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for Licensee under any statutory scheme, including without limitation, any Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. Licensee expressly agrees that all indemnification, release, defense and hold harmless obligations assumed by Licensee under this Agreement shall survive the expiration or earlier termination of this Agreement.

8.5 Limitation of Damages. Neither Licensor nor any Indemnitee shall be liable to Licensee, Licensee's customers or to any third party for any special, incidental, indirect or consequential damages, including, but not limited to lost profits, interruption of Licensee's operations, service to its customers or interference with the operation of Licensee's Equipment. In addition, neither Licensor nor any Indemnitee shall be liable to Licensee, Licensee's customers or to any third party for any loss or damage to Licensee's Equipment or any interruption in service occasioned by Licensor's exercise of its right to remove, relocate, or replace, or perform any other work in connection with, any of Licensee's Equipment under this Agreement, including but not limited to an interruption in emergency telephone service on Licensee's network.

8.6 Defense of Claims. Upon receipt of written request from an Indemnitee, Licensee shall defend at its cost and expense any claim, suit, action or proceeding brought against Licensor, against which Licensee has an obligation to defend Licensor under this Agreement. Licensor shall, at its option and expense, have the right to participate in such defense, without relieving Licensee of any of its obligations hereunder.

ARTICLE 9 - DEFAULT

9.1 Default. Licensee shall be in material default of its obligations under this Agreement upon the occurrence of one or more the following (each, an "Event of Default"): (a) the appointment of a receiver to take possession of all or substantially all of the assets of the Licensee, or a general assignment by Licensee for the benefit of creditors, or any action taken or suffered by Licensee under any insolvency or bankruptcy act, if any such appointment or action continues for a period of thirty (30) days or more, (b) any purported transfer or assignment of this Agreement by Licensee (whether voluntarily or involuntarily) without the prior written consent of Licensor, (c) any breach of any of Licensee's obligations under Article 6 or Section 11.4 of this Agreement, (d) any failure of Licensee to remove its Equipment from a Pole within the time periods specified therefor in this Agreement, (e) any failure of Licensee to pay any amounts due under this Agreement, if such failure continues for more than five (5) days following Licensor's notice to Licensee of such non-payment, or (f) any breach of any other term of this Agreement not otherwise addressed above in this Section 9.1 and which is not cured within thirty (30) days of Licensor's written notice to Licensee of such breach.

9.2 Remedies. In the event of an Event of Default hereunder, Licensor shall have the following rights and remedies, in addition to any other rights and remedies that may be available to Licensor under this Agreement and in law and equity, subject to the applicable provisions of Sections 9.2.1, 9.2.2 and 9.2.3: (a) termination of this Agreement, (b) revocation of Licensee's right to use, or attach its Equipment to, the affected Pole(s), (c) removal of Licensee's Equipment from the affected Pole(s), at Licensee's sole risk, cost and expense, and/or (d) transfer of ownership of the affected Pole(s) to Licensee (plus all guys, anchors, and other Appurtenances, including but not limited to equipment associated with support and/or integrity of the Pole(s)) as of the date notice thereof is received by Licensee, in which case Licensee shall assume and fulfill all ownership responsibilities from and after such date.

9.2.1 In the event Licensor exercises its revocation or termination right under clauses (a) or (b) of Section 9.2 above, Licensee shall immediately (but no later than thirty (30) days after receipt of notice of revocation or termination) remove Licensee's Equipment from the affected Poles. If Licensee fails to remove its Equipment in a timely manner, Licensor may, without further notice to Licensee, commence and prosecute to completion the removal of any and all of Licensee's Equipment from the affected Pole(s), at Licensee's sole risk, cost and expense, and Licensee, on demand, shall reimburse Licensor for the entire cost and expense thereby incurred.

9.2.2 In the event Licensor exercises its removal right under clause (c) of Section 9.2 above, Licensor may, without further notice to Licensee, commence and prosecute to completion the removal of any and all of Licensee's Equipment, at Licensee's sole risk, cost and expense, and Licensee, on demand, shall reimburse Licensor for the entire cost and expense thereby incurred.

9.2.3 In the event Licensor elects for Licensee to assume ownership of a Pole or Poles and all respective guys, anchors and other Appurtenances under clause (d) of Section 9.2

above, no further action on the part of Licensor or Licensee to effect such change in ownership shall be necessary. Licensor may execute and deliver a quitclaim bill of sale of such Pole(s), guys, anchors and other Appurtenances to Licensee, but delivery of the quitclaim shall not be necessary to transfer title to the Pole(s) or Appurtenances to Licensee or for Licensee to be responsible for all obligations regarding the Pole(s) and Appurtenances.

ARTICLE 10 – SECURITY REQUIREMENTS

10.1 Security Obligations. Licensee shall, at the time of submittal of every Application filed under this Agreement, prior to attaching any Equipment, furnish Licensor with a cash deposit, letter of credit or surety bond (each, a “Security Instrument”) to cover the faithful performance by Licensee of the terms and provisions of this Agreement on its part to be performed. Such Security Instrument shall be in the amount equal to the sum of (a) one (1) year of the total amount of Annual Fees pertaining to all Equipment on all Poles covered by such Application and (b) the cost of the removal by Licensor of Licensee’s Equipment from all Poles for which Licensee has filed such Application (the “Security Instrument Amount”). The cost of removal by Licensor of Licensee’s Equipment from a Pole is Five Hundred Dollars (\$500) per Pole, which shall be subject to change on an annual basis upon written notice from Licensor. Failure to provide a Security Instrument in the Security Instrument Amount within thirty (30) days after submittal of any Application under this Agreement shall be considered an Event of Default by Licensee under Section 9.1 below. Any such Security Instrument shall not be deemed a limitation of damages. Licensor shall promptly deliver all such Security Instrument(s) back to Licensee after both of the following have occurred: (a) the expiration or earlier termination of the Term, and (b) all payment obligations of Licensee arising under this Agreement, including Annual Fees, removal obligations, indemnification payments or other damages or payments payable by Licensee under this Agreement are paid in full. Any change in the terms, covenants or conditions of this Agreement, with or without notice or consent of the bank or sureties, shall not release the bank or surety from the obligations of the Security Instrument(s).

10.2 Cash Deposit Interest. If Licensee elects to use a cash deposit as its Security Instrument, Licensor shall pay interest on the cash deposit held for full month increments, calculated from the date of full collection, at the rate, compounded monthly, of 1/12 of the interest on Commercial Paper (prime, 3 months) published in the prior month in the Federal Reserve Statistical Release, H.15, plus 0 basis points (or 0.00%). Should publication of such interest rate be discontinued, interest shall then accrue at the rate, compounded monthly, of 1/12 of the interest on Commercial Paper, plus 0 basis points (or 0.00%) which most approximates such discontinued rate and which is published in the prior month in the Federal Reserve Statistical Release, H.15, or its successor publication. Notwithstanding the foregoing, no interest shall be paid if Licensee is more than thirty (30) days past due on any payment owed to Licensor under this Agreement.

10.3. Letter of Credit. If Licensee elects to use a letter of credit to satisfy its obligations under Section 10.1, such letter of credit shall be in a form substantially similar to that form attached hereto as **Exhibit D** and incorporated by reference.

10.4 Surety Bond. If Licensee elects to use a surety bond to satisfy its obligations under Section 10.1, such surety bond shall be in a form substantially similar to that form attached hereto as **Exhibit E** and incorporated by reference.

10.5 Notice. All correspondence in connection with any such Security Instrument shall be directed to the following:

Major Markets Credit & Collections
555 W. 5th Street
Los Angeles, CA 90013
Mail Location: GT10E3

With a copy to:

San Diego Gas & Electric
Attn: Commercial Counsel
101 Ash Street
San Diego, CA 92101

ARTICLE 11 - MISCELLANEOUS

11.1 Assignments. Licensee shall not assign this Agreement, in whole or in part, voluntarily or involuntarily, to any other person or party without the written consent of Licensor first had and obtained, and any attempted assignment or transfer shall be void *ab initio*. Licensee may enter into agreements with third parties regarding the use of Licensee's facilities provided that the third party does not have the right to physically alter any Pole or Licensee's Equipment.

11.2 Waiver; Severability. Any waiver by the Licensor of any breach of any one or more of the conditions or obligations of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or different condition or obligation. If any part or parts of this Agreement conflict with any law or shall be held to be void or voidable by any court of competent jurisdiction, the portions hereof not voided thereby shall remain in full force and effect.

11.3 Notices. Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective: (a) upon delivery by hand, (b) when sent by a nationally recognized overnight courier service, in which case notice shall be deemed delivered one (1) business day after deposit with the courier; or (c) by facsimile or electronic mail, if a copy of the notice is also sent by United States Mail, first class postage pre-paid, in which case notice shall be deemed delivered on transmittal provided that a transmission report is generated reflecting the accurate transmission of the notices, in each case to the Parties as follows:

Notice to Licensee:
Orion Cablesystems, Inc, DBA Orion Broadband
Attention: John Santhoff
370 Mulberry Dr, Suite G

San Marcos, CA 92069
John Santhoff [jsanthoff@pulselink.net]

Notice to Licensor:

San Diego Gas & Electric Company
Attention: Compliance Management (Joint Facilities)
8316 Century Park Court, CP51D
San Diego, CA 92123-1582
Facsimile: (858) 654-0321

11.4 Emergency Notice. Licensee shall also provide Licensor with a 24-hour emergency contact number in the event of an emergency situation involving Licensee's Equipment or a Pole or Poles on which Licensee's Equipment is located, as determined in Licensor's sole and absolute discretion. Such emergency contact must be able to reach any of the Poles on which Licensee's Equipment resides within a reasonable period of time after notification from Licensor of an emergency situation. Licensee shall keep this number up-to-date with Licensor and shall immediately inform Licensor of any change to such number. Failure of Licensee to respond to an emergency situation after notification from Licensor within a reasonable period of time, or failure of Licensee to keep its emergency contact number up-to-date shall be considered an immediate Event of Default under this Agreement.

Licensee's Emergency Contact Information:

John Santhoff
858-361-1223

11.5 Time Is of the Essence. It is mutually agreed that time is of the essence as to each and all of the terms and provisions of this Agreement.

11.6 No Liens. Licensee shall keep Licensor's property, the property where the Pole(s) are located and the Pole(s) free from any and all liens arising out of any work performed, materials furnished or obligations incurred by Licensee.

11.7 Changes. This Agreement shall be subject to such changes or modifications as may be required by decisions or orders of the California Public Utilities Commission in the exercise of its lawful jurisdiction, and any modification, revision, renewal or extension of this Agreement shall so state. Except as stated in the previous sentence, this Agreement shall not be changed or altered other than by written agreement of the Parties.

11.8 Integration. This Agreement, including all attachments incorporated by reference, constitutes the complete expression of the Parties' agreement as to its subject matter and supersedes all prior or contemporaneous oral or written agreements.

11.9 Choice of Law/Venue. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of

law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed. The federal and state courts located in San Diego County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

11.10 Joint and Several Liability. If there is more than one entity comprising Licensee, the liability of each shall be joint and several.

11.11 No Partnership/No Marketing. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. All work performed by any one Party under this Agreement shall be performed as an independent contractor. Licensee shall not, and shall cause its subcontractors, suppliers and agents not to, make public use of any Licensor identification in any circumstances related to this Agreement or otherwise without Licensor's prior written consent. "Identification" means any corporate name, trade name, trademark, service mark, insignia, symbol, logo or any other product, service or organization designation, or any specification or drawing owned by Licensor or its affiliates or any representation thereof.

11.12 Interpretation. Section headings shall not expand, alter or limit the meaning of the text of this Agreement and are inserted for convenience only.

11.13 Exhibits and Recitals. All exhibits and recitals are incorporated herein by reference.

11.14 Survival. Where the context or nature of the provisions of this Agreement refer to time periods subsequent any expiration or termination of this Agreement, the obligations of the respective Parties shall survive such expiration or termination of this Agreement or any Application.

11.15 Attorney's Fees. If either Party files any action or brings any proceeding against the other arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the other Party as an element of its costs of suit and not as damages, reasonable attorneys' fees, costs and expenses incurred in the action or proceeding, including any appeal thereof. The "prevailing Party" within the meaning of this section shall be the Party to the action or proceeding who is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment. A Party not entitled to recover its costs shall not recover attorneys' fees.

11.16 Counterpart Execution. This Agreement may be executed by the parties hereto in any number of counterparts (and by each of the parties hereto on separate counterparts), each of which when so executed and delivered (which execution and delivery may be evidenced by facsimile or by other electronic means thereof) shall be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By: _____

Name: Scott N. Peterson

Title: Director, Construction Services

ORION CABLESYSTEMS, INC., DBA ORION BROADBAND

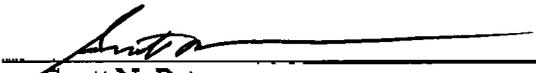
By: J _____

Name: John Santhoff

Title: President

IN WITNESS WHEREOF the Parties have read the foregoing, understand it and agree to be bound to its terms as of the date first written above.

SAN DIEGO GAS & ELECTRIC COMPANY

By: 
Name: Scott N. Peterson
Title: Director, Construction Services

ORION CABLESYSTEMS, INC., DBA ORION BROADBAND

By: J 
Name: John Santhoff
Title: President



EXHIBIT A

ATTACHMENT POLICIES AND PROCEDURES

EXHIBIT B

POLE ATTACHMENT APPLICATION

[attached]

APPLICATION FOR:

INFORMATION

- POLE ATTACHMENT
- REMOVE ATTACHMENT
- ALTER EXISTING ATTACHMENT

APPLICATION NUMBER _____
(Licensee)

DPSS NO. _____
(SDG&E)

REQUESTED BY (LICENSEE):

Company _____
 Mailing Address _____
 City _____ State _____ Zip _____
 Phone _____
 Company Code (ID Tag) _____

FACILITY USE:
 CATV _____ Telephone _____
 Telecom Other _____

TYPE OF ATTACHMENT: DIA. LBS.
 TENSION
 Fiber Optic Cable _____
 Coaxial Cable _____
 Twisted Pair Copper _____
 Equipment _____ Over-lashing Yes No
 Wireless Antenna _____
 Wireless Pole-Top Antenna _____
 Ancillary Equipment _____

MAIL TO: San Diego Gas & Electric Company
 Attn: Transmission & Distribution Asset Management
 8316 Century Park Court
 Suite CP51D
 San Diego, CA 92123-1582

POLE INFORMATION:
 Distribution Poles

LICENSEE AGREES TO COMPLY WITH TERMS AND CONDITIONS OF THE ORIGINAL LICENSE AGREEMENT AND THE FOLLOWING APPLICATION REQUIREMENTS:

1. Limit the number of Poles applied for per application to 50 or less.
2. Billing will commence upon Licensor's date of Application approval. See "Permission for Pole Attachment" below.
3. Written notification of Pole attachment cancellations will be accepted up to 60 days from the Licensor's date of Application approval. After 60 days, an Application to Remove Attachment must be submitted for any cancellations.
4. There will be no reimbursement for Pole attachments cancelled beyond 60 days from the Licensor's date of Application approval.
5. Construction must start within 90 days if no specific date is assigned in writing with returned approved Application.
6. Feasibility review fees and engineering review fees where applicable are due and payable before final attachment approvals.
7. **Do not attach to Power Anchor.**

In accordance with the terms of the License Agreement dated _____, 20____, covering the use of your Poles located within the County of _____, State of California, we hereby request permission to attach, remove or alter certain equipment on certain Poles, all as more particularly described and delineated on the Pole list on the reverse side of this form and the attached layout map. This Application is for _____ poles. When approved by you, the Licensee's Equipment covered by this Application shall be a separate license incorporating by reference all of the terms and conditions of the License Agreement, including the terms below in the Permission for Pole Attachment section.

*Licensee in all cases will be responsible for making its own arrangement with other pole users for performance and billing of make ready work. Permission to attach may be withheld or delayed for failure to complete make ready work.

DATED _____, 20____

LICENSEE SIGNATURE _____
 TITLE _____

APPLICATION ROUTING FOR ATTACHMENT REVIEW:

Application forwarded to: _____ Date: _____ SDG&E Re-Arrangement Work Required:
 YES (See Reverse) No

Assigned to: _____ Date: _____

Attachment Review Approval: _____ Date: _____

Routing completed by: _____ (Forward to Transmission & Distribution Asset Management, CP-22C for final application approval)

PERMISSION FOR POLE ATTACHMENT

Permission is hereby granted to Licensee to attach the Licensee's Equipment listed on this Application to Poles identified by this Application. As provided by the License Agreement, Licensee agrees to obtain all required franchises, permits or rights-of-way from the local governmental entity and real property owner and agrees to construct in compliance with G.O. 95 and all applicable General Order, national codes, and laws. Construction must be started within 90 days of final Application approval date. Application attachment approval may be revoked if construction is not complete within 6 months of final Application approval. Any questions you may have concerning Application approval should be directed to phone number _____.

Verification of Completion: YES NO Completed by: _____ Date: _____

DATE _____, 20____ Final Approval Date SIGNATURE _____
 Transmission & Distribution Asset Management/Joint Utilities

POLE LIST FOR ATTACHMENTS OR REMOVALS

Construction/Engineering Contact: _____
 Phone No.: _____
 Includes: Work Ready Form, Drawing

Application No. _____
 DPSS No. _____
 Thomas Brothers _____
 DFIS Map# _____

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
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| 24 | | | |
| 25 | | | |

(*Licensee must identify removals.)

By Licensee

| | Pole/Stub # | Location | SDG&E Work Required |
|----|-------------|----------|---------------------|
| 26 | | | |
| 27 | | | |
| 28 | | | |
| 29 | | | |
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EXHIBIT C

CONSTRUCTION STANDARDS

(See following attached pages or to be provided separately to Licensee)

EXHIBIT D

FORM OF LETTER OF CREDIT

[DATE]

To: San Diego Gas & Electric Company
555 W. Fifth Street
Mail Code: GT10E3
Los Angeles, CA 90013

Re: Our Irrevocable Standby Letter of Credit No. _____
In the Amount of US \$ _____

Gentlemen:

We hereby open our irrevocable standby Letter of Credit Number _____ in favor of San Diego Gas & Electric Company ("Secured Party"), by order and for account of [insert counterparty name exactly as it appears on the underlying contract], a _____ [insert counterparty entity type] ("Account Party"), available at sight upon demand at our counters, at _____ for an amount of US\$ _____ () against presentation one of the following documents:

1. Statement signed by a person purported to be an authorized representative of Secured Party stating that: "[insert counterparty name exactly as it appears on the underlying contract] ("Account Party") is in default under [insert the name of the agreement] agreement between Secured Party and Account Party dated [insert the date of the agreement] or any other agreement now or hereinafter entered into to by Secured Party and Account Party under its obligations with respect that certain Master License Agreement between the parties (whether by failure to perform or pay any obligation thereunder or by occurrence of a "default", "event of default" or similar term as defined in such agreement, any other agreement between Secured Party and Account Party, or otherwise). The amount due to Secured Party is US \$ _____."

OR

2. Statement signed by a person purported to be an authorized representative of Secured Party stating that: "as of the close of business on _____ [insert date, which is less than 60 days prior to the expiration date of the Letter of Credit] you have provided written notice to us indicating your election not to permit extension of this Letter of Credit beyond its current expiry date. The amount due to Secured Party, whether or not a default has occurred, is U.S. \$ _____."

Special Conditions:

- All costs and banking charges pertaining to this Letter of Credit are for the account of Account Party.
- Partial and multiple drawings are permitted.
- Fax of Document 1 or 2 above is acceptable.

This Letter of Credit expires on _____ at our counters.

We hereby engage with Secured Party that upon presentation of a document as specified under and in compliance with the terms of this Letter of Credit, this Letter of Credit will be duly honored in the amount stated in Document 1 or 2 above. If a document is so presented by 1:00 pm on any New York banking day, we will honor the same in full in immediately available New York funds on that day and, if so presented after 1:00 pm on a New York banking day, we will honor the same in full in immediately available New York funds by noon on the following New York banking day.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without an amendment for a one year period beginning on the present expiry date hereof and upon each anniversary of such date, unless at least ninety (90) days prior to any such expiry date we have sent you written notice by regular and registered mail or courier service that we elect not to permit this Letter of Credit to be so extended beyond, and will expire on its then current expiry date. No presentation made under this Letter of Credit after such expiry date will be honored.

We agree that if this Letter of Credit would otherwise expire during, or within 30 days after, an interruption of our business caused by an act of god, riot, civil commotion, insurrection, act of terrorism, war or any other cause beyond our control or by any strike or lockout, then this Letter of Credit shall expire on the 30th day following the day on which we resume our business after the cause of such interruption has been removed or eliminated and any drawing on this Letter of Credit which could properly have been made but for such interruption shall be permitted during such extended period.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce, Publication No. 600 ("UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. Matters not covered by the UCP shall be governed and construed in accordance with the laws of the State of California.

[Name of Bank]

Authorized Signature(s)

EXHIBIT E

FORM OF SURETY BOND

Bond Number:

WITNESSETH: This Surety Bond given by _____ as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and licensed to transact the business of surety in the State of California, as Surety, are jointly and severally bound unto San Diego Gas & Electric Company, as Obligee, in the amount of _____ Dollars and no/100 (\$ _____), for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors, assigns or other legal representatives.

WHEREAS, the Principal and Obligee have entered into one or more Master License Agreements (each hereinafter the "Agreement" or collectively the "Agreements"), pursuant to which the Principal and Obligee have and/or may from time to time enter into transactions related to the use of Obligee's electric distribution and/or transmission poles, hereinafter referred to as "Transaction(s)"). Each Agreement is by reference made a part hereof and incorporated herein, and in relation to such Agreements all terms and definitions contained herein shall carry the same meaning as established in such Agreement; and,

WHEREAS, the Principal has promised to pay the Obligee any and all amounts owing or arising from any Agreement or any Transaction when due; and,

WHEREAS, the Surety promises to pay to the Obligee any such amounts under or arising from any Agreement or Transaction entered into on or before the effective date of termination of this Surety Bond; and

WHEREAS, if Principal does not make such payment, the Obligee shall provide notice to the Surety and the Surety shall render payment to the Obligee within five (5) business days of receipt of such notice.

NOW, THEREFORE, the condition of the obligation is such that if the Principal shall pay or cause to be paid to the Obligee, within the time required under the Agreement, all amounts arising from such Transaction(s) that may at any time hereafter be due and owing to the Obligee by the Principal, then this obligation shall be null and void, otherwise to remain in full force and effect. In consideration of the Obligee's agreement to enter into each of the Agreements and the Transactions with the Principal, Principal and Surety jointly and severally, irrevocably and unconditionally agree to pay to Obligee, its successors and assigns all payments due from Principal to Obligee arising from or relating to any Agreement or Transactions as follows: If Principal does not pay such amount when due, then Surety shall pay the same by wire transfer of immediately available funds, no later than five (5) business days after Obligee provides notice to Surety, subject to the limitations and conditions herein set forth.

This Bond is subject to the following terms and conditions:

1. Notwithstanding anything herein to the contrary, the term of this Bond shall be indefinite commencing on _____. In no event shall the Bond amount be cumulative from year to year, or exceed the amount stated above.

2. Subject to the provisions of paragraph 3 below, the Surety shall have the right to terminate its liability hereunder at any time by giving notice in writing to the Obligee and stating therein the effective date of such termination which date shall not be less than sixty (60) days after receipt of said notice by the Obligee. Such notice shall not limit or terminate any obligation of Surety arising from or relating to any Agreement or from or relating to any obligations arising from any Transaction entered into prior to the effective date of such termination by Surety, regardless of whether any such obligation is due before or after such termination is effective. Written notice of termination must be sent by certified letter, return receipt requested, to San Diego Gas & Electric, Major Markets Credit and Collections, 555 W. 5th Street, Los Angeles, California 90013-1011, Attn: ML10E3.
3. Notwithstanding anything herein to the contrary, any such termination by Surety shall be effective and shall end Surety's liability hereunder only if Principal provides Obligee with replacement security acceptable to Obligee in its sole discretion in an amount equal to the amount of this Bond. If Principal fails for any reason to provide acceptable replacement security before the scheduled termination date, Surety's notice of termination will automatically and without any further notice or action, be deemed rescinded and this Bond shall continue in full force and effect.
4. Multiple draws are permitted under this Bond. Obligee may provide any notice or demand to Surety by fax (with a copy to Principal). For this purpose, Surety's fax number is _____, and Principal's fax number is _____.
5. Surety waives any defense whatsoever to payment of amounts owing by Principal to Obligee other than actual payment by Principal to Obligee (subject to paragraph 6 below), including, but not limited to Surety's failure to receive notice of amendments to any Agreement or any Transaction, Obligee's waiver of, failure to pursue, or election of any right or remedy, any right to require Obligee to first proceed against the Principal, against any other guarantor or surety, or against any other collateral Obligee may hold and all defenses of a surety or guarantor under California Civil Code sections 2787 to 2855, inclusive. Surety's liability hereunder shall not be affected by or impaired by the existence, from time to time of an indebtedness of Principal to Obligee in excess of the amount of this Surety Bond, release of Principal by agreement or by operation of law, the existence of any other surety or guarantor or of any other collateral (including, without limitation, guaranties between Principal and Obligee), or Obligee's taking, amendment to, or release of any additional security, guaranty or surety for Principal's obligations. Surety shall pay all amounts due hereunder without setoff, deduction or counterclaim of any kind whatsoever. Surety agrees that this Surety Bond shall be in effect and shall be binding on Surety regardless of whether it is signed by any other person or persons.
6. In the event that any payment by Principal or Surety to Obligee is rescinded or must otherwise be returned for any reason whatsoever, Surety shall remain liable for such payment under this Bond as if such payment had not been made and whether or not this Bond is otherwise then still in effect. In no event shall Surety be obligated to pay Obligee an amount in excess of the Bond Amount in respect of this Bond (except as provided in paragraph 7 below).
7. In the event any action is brought to enforce the terms of this Bond, Obligee shall be entitled to recover its reasonable attorney's fees (including allocated costs of in-house counsel) and costs, in addition to the amount of this Bond.
8. This Bond shall be governed by and construed in accordance with the internal laws of the State of California, without regard to principles of conflicts of laws. Each party submits to the jurisdiction of the Superior Court of the Counties of Los Angeles or San Diego for any suit, which may be brought to enforce the provisions or remedies of this Bond.

9. That no proceeding in law or in equity may be brought under the bond unless the same shall be commenced and process served prior to the expiration of one (1) year from the effective date of termination of this bond.

IN WITNESS THEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this ____ day of _____, 20__.

PRINCIPAL: _____

By: _____

Name: _____

Title: _____

SURETY: _____

By: _____

Name: _____

Title: _____

SCHEDULE A

WIRELINE ATTACHMENT FEE

SCHEDULE B

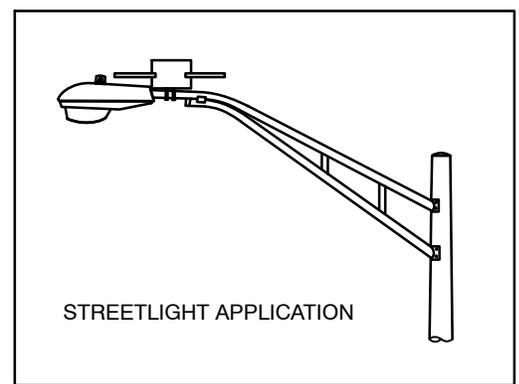
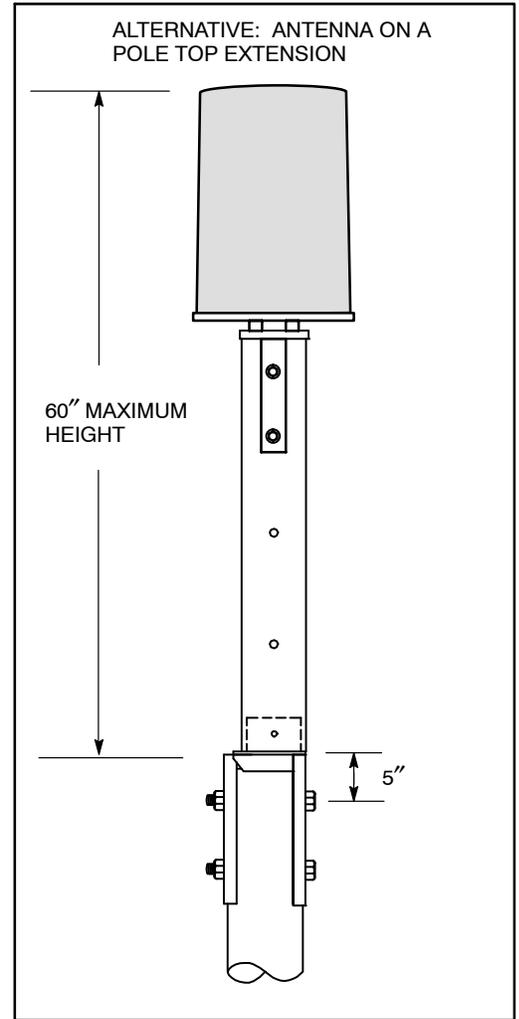
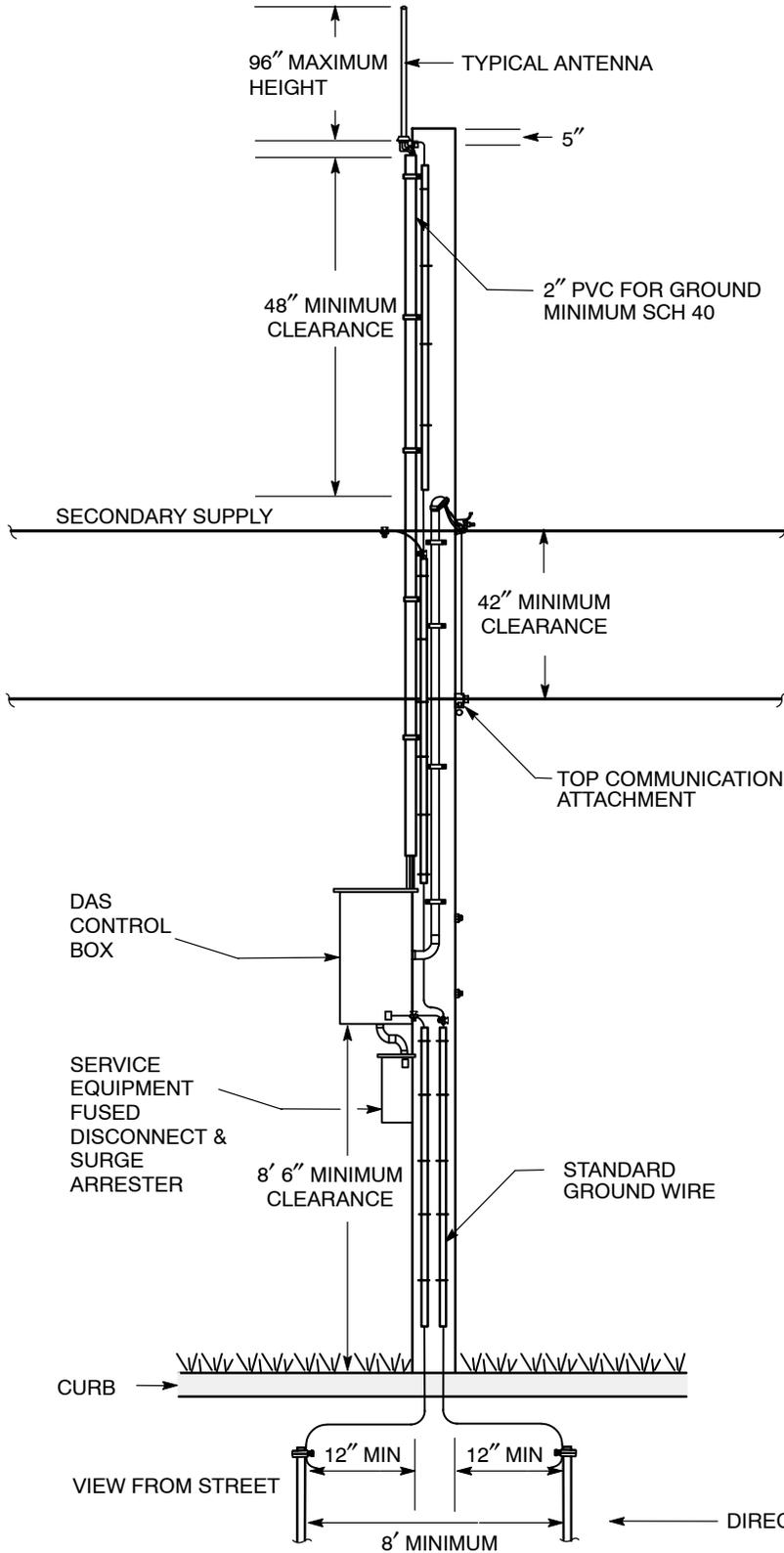
WIRELESS ANTENNA ATTACHMENT FEE

SCHEDULE C

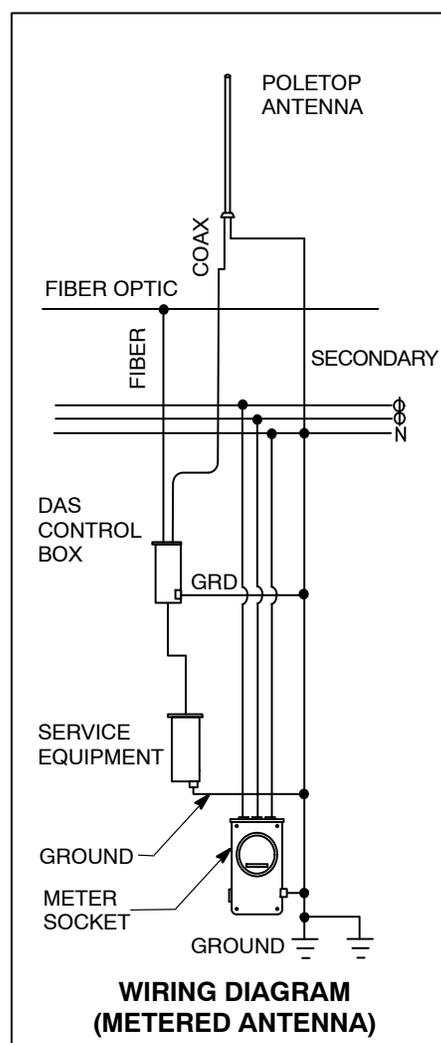
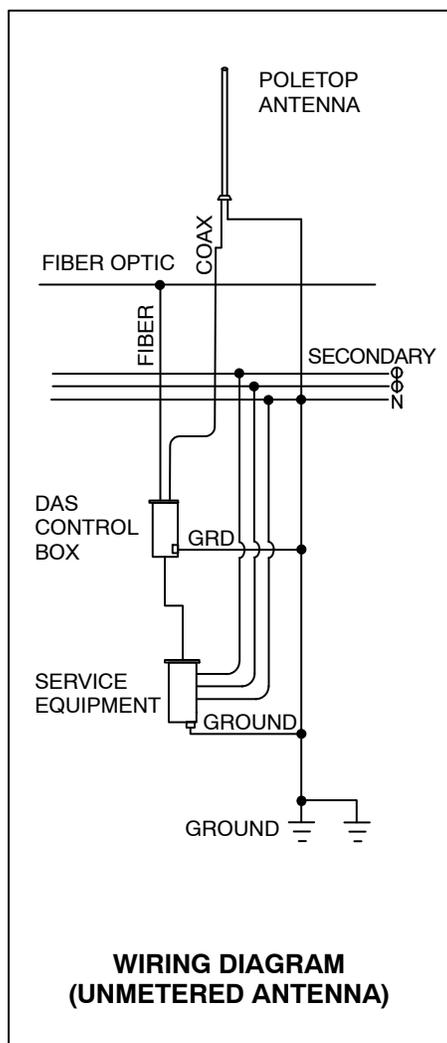
WIRELESS POLE-TOP ANTENNA ATTACHMENT FEE

SCHEDULE D

ANCILLARY EQUIPMENT ATTACHMENT FEE



| | | | | |
|-----------------------|---------------------------------|-------------------------------|------------|--------------|
| ORIGINAL | POLE TOP ANTENNA SYSTEMS | | | CT/MA |
| 1/5/12 | | | | |
| APPROVED | NORTHEAST UTILITIES | DESIGN & APPLICATION STANDARD | DTR 07.047 | 3 |
| 6/27/14 <i>CWP</i> | | | | |



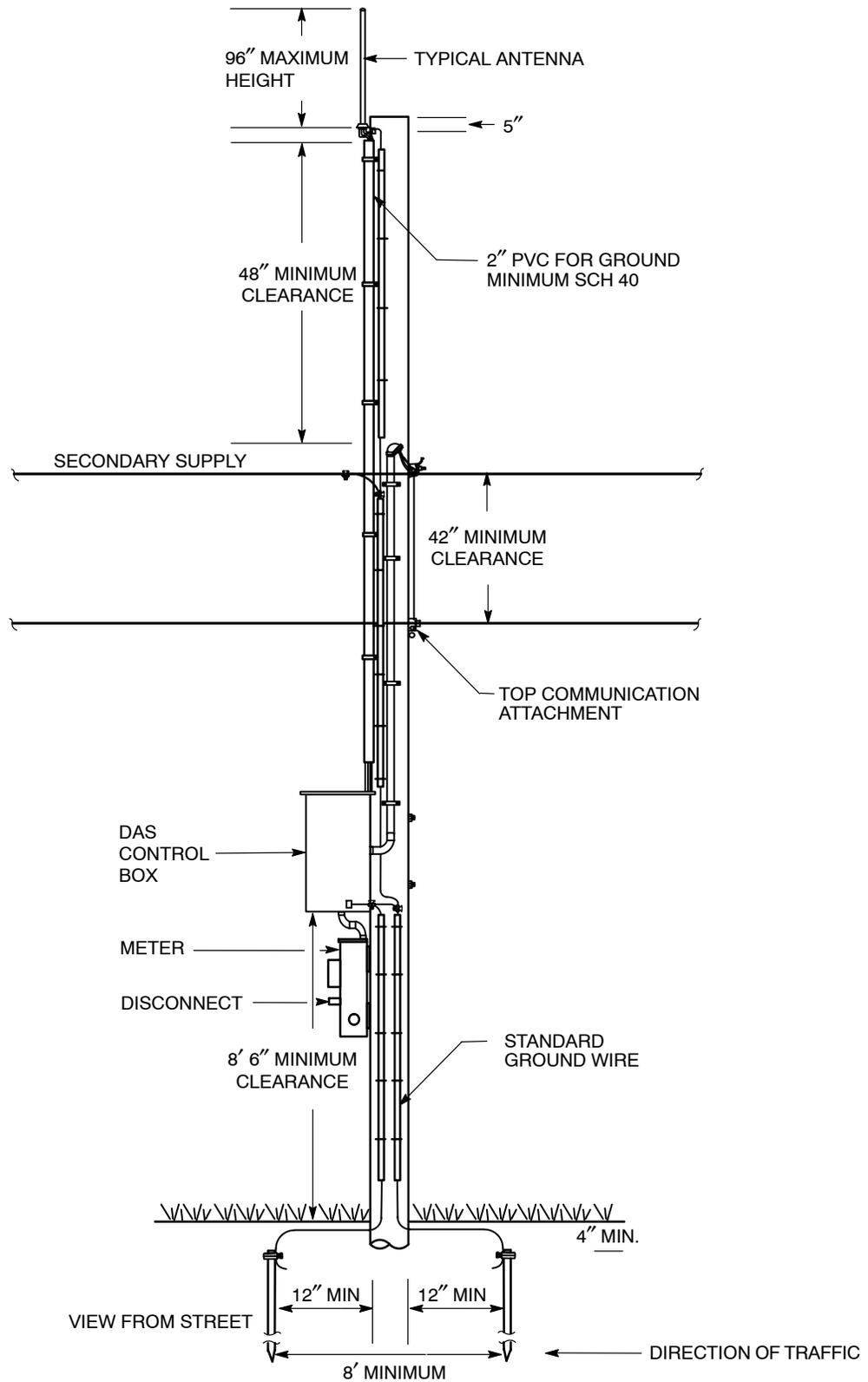
Notes

1. Pole top antennas shall only be installed with the approval of Northeast Utilities. The existing pole selected to install a pole top antenna must meet the following criteria:
 - There is no primary equipment or conductor already attached on the pole (e.g. transformers, control boxes).
 - There are no scheduled plans to attach primary equipment to the pole.
 - There is no structural damage to the pole (this includes poles with structural repairs).
 - The pole is not a junction pole.
 - There are no communication or power risers on the pole.
 - The pole must not be located underneath primary wires or equipment.
2. Antenna model selection criteria:
 - The antenna must not operate at a frequency that would interfere with local radio equipment such as the Distribution SCADA communications.
 - The maximum allowable antenna height is eight feet when no pole top extension is used.

| | | | | |
|-----------------------|--|--|--|--------------|
| ORIGINAL | POLE TOP ANTENNA SYSTEMS | | | CT/MA |
| 1/5/12 | | | | |
| APPROVED | NORTHEAST UTILITIES DESIGN & APPLICATION STANDARD DTR 07.048 3 | | | |
| 5/27/14 <i>Cwp</i> | | | | |

- When a pole top extension is used, the total height of the antenna and extension must be less than five feet.
 - The antenna RF emission must comply with the current edition of *IEEE C95.1-2005*.
 - Only one antenna assembly may be installed on each approved pole (i.e. one antenna bracket fixture with one or multiple antennas).
- 3. The distributed antenna systems (DAS) attaching entity must apply to NU for attachment approval and determination of make ready work costs for each pole they wish to attach to. All approved poles will require an attachment agreement with NU prior to any installation work.
4. A professional engineer licensed in the state where the attachment is proposed must evaluate each antenna model with respect to pole class. Items to be evaluated include, but are not limited to, pole weight loading, wind and ice loading, RF emission compliance, and NESC compliance. The professional engineer must stamp and sign off on the design before construction can begin. The approved designs can be reused for different installations provided that the professional engineer specifications and all other requirements in this standard are met. However, each installation will require a pole inspection and guying evaluation performed by NU and an intermodulation frequency analysis conducted by the DAS attacher. See **DSEM 06.70** for pole attachment conditions.
5. The DAS attacher shall provide NU with a list of qualified personnel who are authorized to represent the DAS attaching entity. The qualified personnel are responsible for providing NU with a written electrical service release that states the DAS installation has been built as designed in the standard and specified by the professional engineer. They also must ensure that all applicable codes such as the NESC, NEC, and requirements of the state and local municipality have been met. NU will make all final power connections to the DAS equipment once the electrical service release is submitted.
6. Northeast Utilities or approved NU contractor shall perform all work above the telecommunications zone.
7. The total above ground height of the pole and the antenna must be less than 60 feet. This total height may be further limited depending on the proximity of poles with primary voltage wires. The pole with the attached antenna must not be long enough to make contact with adjacent primary equipment or wires in the event that the pole is broken at the base.
Please note that the total height of the antenna and pole will be further limited by the equipment owned by Northeast Utilities distribution. As of 2011, NU distribution is capable of installing poles up to 50 feet tall.
8. Clearances for DAS equipment in the telecommunications zone must be negotiated with the respective telecommunications company.
9. The customer's DAS control power supply/repeater shall be equipped with a pad-lockable disconnect switch. The power supply cabinet must also be equipped with an external indicator light to provide certainty that the antenna is shut down.
10. The DAS attaching entity is responsible for placing a warning sign on the power supply communicating the RF emissions in compliance with the current edition of *IEEE C95.2-1999*. This sign must also have a 24 hour contact phone number in case of an emergency. This number must be visible from the ground.
11. Load characteristics of a given installation will determine if a meter is required. NU will provide the metering device for metered installations. The DAS attacher is responsible for acquiring all other accessories such as the disconnect switch and meter socket and for the meter installation.
12. Any required vegetation maintenance is the responsibility of the pole attaching entity.
13. Rules for taking antenna outages for pole maintenance:
- Northeast Utilities is responsible for giving a 24 hour notice to the pole attaching entity prior to locking and tagging out antennas for scheduled outages.
 - Northeast Utilities may lock and tag out antennas without a 24 hour notice for emergency work.
 - Northeast Utilities must still give notification to the customer at the time of the required outage.
 - NU must contact the pole attachment customer once the work is complete and the antenna is re-energized.

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|-----------------------|---|--|--|--------------|
| ORIGINAL | POLE TOP ANTENNA SYSTEMS | | | CT/MA |
| 1/5/12 | | | | |
| APPROVED | NORTHEAST UTILITIES DESIGN & APPLICATION STANDARD DTR 07.049 | | | 3 |
| 5/27/14 <i>Cwp</i> | | | | |



| | | | | |
|-----------------------|---------------------------------|------------|---|---|
| ORIGINAL | POLE TOP ANTENNA SYSTEMS | | |  |
| 1/22/14 | | | | |
| APPROVED | | | | |
| 5/27/14 <i>Cwp</i> | | | | |
| NORTHEAST UTILITIES | DESIGN & APPLICATION STANDARD | DTR 07.051 | 1 | |

Notes

1. Pole top antennas shall only be installed with the approval of Northeast Utilities. The existing pole selected to install a pole top antenna must meet the following criteria:
 - There is no primary equipment or conductor already attached on the pole (e.g. transformers, control boxes).
 - There are no scheduled plans to attach primary equipment to the pole.
 - There is no structural damage to the pole (this includes poles with structural repairs).
 - The pole is not a junction pole.
 - There are no communication or power risers on the pole.
 - The pole must not be located underneath primary wires or equipment.
 - Attachments to poles on private property are not allowed.
2. Antenna model selection criteria:
 - The antenna must not operate at a frequency that would interfere with local radio equipment such as the Distribution SCADA communications.
 - The maximum allowable antenna height is eight feet.
 - The antenna RF emission must comply with the current edition of *IEEE C95.1-2005*.
 - Only one antenna assembly may be installed on each approved pole (i.e. one antenna bracket fixture with one or multiple antennas).
- 3. The distributed antenna systems (DAS) attaching entity must apply to NU for attachment approval and determination of make ready work costs for each pole they wish to attach to. All approved poles will require an attachment agreement with NU prior to any installation work.
4. A professional engineer licensed in the state where the attachment is proposed must evaluate each antenna model with respect to pole class. Items to be evaluated include, but are not limited to, pole weight loading, wind and ice loading, RF emission compliance, and NESC compliance. The professional engineer must stamp and sign off on the design before construction can begin. The approved designs can be reused for different installations provided that the professional engineer specifications and all other requirements in this standard are met. However, each installation will require a pole inspection and guying evaluation performed by NU and an intermodulation frequency analysis conducted by the DAS attacher.
5. The DAS attacher shall provide NU with a list of qualified personnel who are authorized to represent the DAS attaching entity. The qualified personnel are responsible for providing NU with a written electrical service release that states the DAS installation has been built as designed in the standard and specified by the professional engineer. They also must ensure that all applicable codes such as the NESC, NEC, and requirements of the state and local municipality have been met. NU will make all final power connections to the DAS equipment once the electrical service release is submitted.
6. Northeast Utilities or approved NU contractor shall perform all work above the telecommunications zone.
7. The total above ground height of the pole and the antenna must be less than 60 feet. This total height may be further limited depending on the proximity of poles with primary voltage wires. The pole with the attached antenna must not be long enough to make contact with adjacent primary equipment or wires in the event that the pole is broken at the base.
Please note that the total height of the antenna and pole will be further limited by the equipment owned by Northeast Utilities distribution. As of 2011, NU distribution is capable of installing poles up to 50 feet tall.
8. Clearances for DAS equipment in the telecommunications zone must be negotiated with the respective telecommunications company
9. The customer's DAS control power supply/repeater shall be equipped with a pad-lockable disconnect switch. The power supply cabinet must also be equipped with an external indicator light to provide certainty that the antenna is shut down.
10. The DAS attaching entity is responsible for placing a warning sign on the power supply communicating the RF emissions in compliance with the current edition of *IEEE C95.2-1999*. This sign must also have a 24 hour contact phone number in case of an emergency. This number must be visible from the ground.

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|-----------------------|---------------------------------|----------|--|---|
| ORIGINAL | POLE TOP ANTENNA SYSTEMS | | |  |
| 1/22/14 | | | | |
| APPROVED | NORTHEAST UTILITIES | | | DESIGN & APPLICATION STANDARD |
| 5/27/14 <i>Cwp</i> | | | | |
| | DTR 07.052 | 1 | | |

11. NU will provide the meter. The DAS attacher is responsible for acquiring all other accessories such as the disconnect switch and meter socket and for the meter installation.
12. Any required vegetation maintenance is the responsibility of the pole attaching entity.
13. Rules for taking antenna outages for pole maintenance:
 - Northeast Utilities is responsible for giving a 24 hour notice to the pole attaching entity prior to locking and tagging out antennas for scheduled outages.
 - Northeast Utilities may lock and tag out antennas without a 24 hour notice for emergency work.
 - Northeast Utilities must still give notification to the customer at the time of the required outage.
 - NU must contact the pole attachment customer once the work is complete and the antenna is re-energized.

| | | | | |
|-----------------------|---------------------------------|-------------------------------|-------------------|---|
| ORIGINAL | POLE TOP ANTENNA SYSTEMS | | |  |
| 1/22/14 | | | | |
| APPROVED | | | | |
| 5/27/14 <i>Cwp</i> | NORTHEAST UTILITIES | DESIGN & APPLICATION STANDARD | DTR 07.053 | 1 |



**Wireless License Agreement 2014 Rent Schedule
For Wood Distribution/Street Light Poles**

Class II attachments, i.e., antennas above the primary, 26kV power lines: the following rental rates apply for up to 3 antennas per site on a prorated basis for the calendar year:

Where the wireless antenna is placed on a SCL facility and ground equipment is in street right of way or on private property:

\$6,403.53/year

Where the wireless antenna and ground equipment is placed on a SCL facility and SCL is the underlying landowner:

\$13,854.88/year

City Light reserves the right to charge a higher rent for specialty poles, such as steel street light poles, and for more than 3 antennas per pole.

Small Cell (DAS) Class I Attachments (small antennas installed below the primary, 26kV powerlines): For up to two small omni or panel antennas, with one coax and one equipment cabinet on one Pole (antenna and cabinet sizes must comply with City Light's construction guidelines and NESC code), rent for the 2014 calendar year is \$1,600.88 per Pole.

WiFi/AMR/Similar Antennas: Antennas that are so small they can be installed with minimal engineering, have no wire connections and can be relocated to other poles with minimal crew time. They have less affect than larger antennas on SCL facilities and operations. The rate is \$115.46/antenna/year.

Rent applies for the calendar year; any portion of the calendar year will be prorated through December. The rent shall increase on January 1st of each successive calendar year by adding an inflationary adjustment which shall be equal to the greater of 4% or the inflation increase as defined by the Consumers Price Index (CPI-U) for All Urban Consumers for the Seattle Everett Statistical Metropolitan Area, as published in October by the U.S. Department of Labor, Bureau of Labor Statistics or its successor.

Prior to the exercise of any 5-year option period, City Light may reappraise the rent, establishing a new market rate, and/or continue to increase it annually by the Consumer Price Index or 4%, whichever is greater.



PCS Antenna Siting Guidelines for Distribution Poles

This packet is meant to be an aid for communication contractors attempting to find acceptable sites for PCS antennas on Seattle City Light distribution poles. The poles depicted in this packet are not necessarily typical of all poles in our system. These photos attempt to illustrate the type of equipment that may be mounted on a pole that would conflict with an antenna attachment.

It is necessary to define a few terms for the sake of clarity.

Butt Gain – The butt gain is a notch cut horizontally in a pole 12’ from the butt. This allows us to determine the depth to which the pole is set. The butt gain also defines the pole “face”.

Pole Face – The face of the pole is determined by the pole manufacturer at the plant. The criteria for making this determination are not important here, but the face is the side of the pole where equipment such as transformers, capacitor banks and switches are mounted. The conduits for your antennas will be mounted on the face side of the pole.

Corner Pole – The term “corner” refers to the primary wires that may be attached at the top of the pole. If the primary wires cross each other to form an “X” or a “T”, that would be a corner pole. A pole on the street corner is not necessarily a corner pole.

Single Phase – One primary wire at the top of the pole.

Three Phase – Three primary wires attached to the pole usually with a crossarm.

Primary Underground Termination – This type of construction will have one or more large diameter conduits mounted on the pole that go up to the primary level. At that point, the underground cables are connected to the overhead conductors.

Switch – A device mounted on a crossarm at or near the top of the pole that is activated by wooden or fiberglass rods attached to a handle or mechanism that can be operated from the ground.

The main point to remember is that if a device of some type is already mounted to the face of the pole, that pole is most likely not a good candidate for an antenna attachment.

The first two photos show the butt gains for a couple of poles. Because we will be replacing the pole at the location where the antenna will be mounted it is not critical for you to note the face of the existing pole. It is important however, for you to tell us which way you would like the new pole to be faced. It is standard procedure to face a pole with conduits attached away from the flow of traffic. This may require additional bends in your conduits, so keep this in mind when you request pole facing.



The next two photos show poles with a single transformer. Avoid poles with transformers if possible, but with poles like these we may be able to reconstruct and rearrange to make them acceptable for antenna attachments.



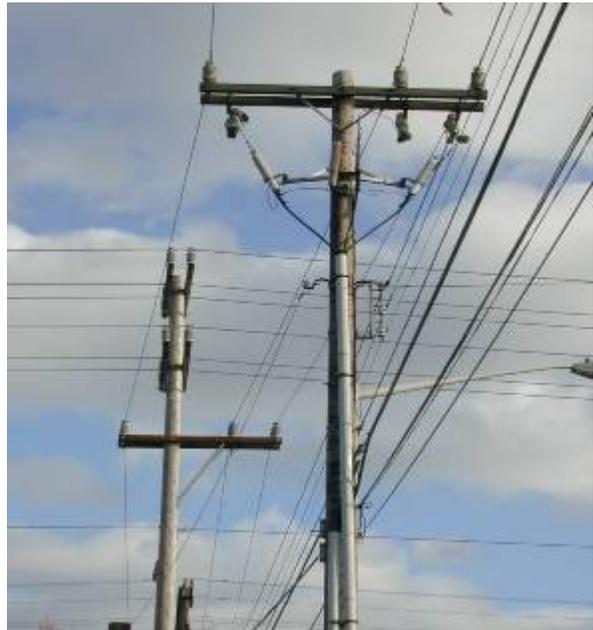
The last group of photos show pole configurations that are not acceptable for antenna attachments.



Poles with multiple transformers or capacitor banks.



Poles with switches.



Corner poles and poles with primary underground terminations.

CONSTRUCTION GUIDELINE**CELLULAR PHONE AND PERSONAL COMMUNICATIONS SERVICES (PCS)
ANTENNA POLE ATTACHMENTS ABOVE PRIMARY CONDUCTORS**

1. **Scope:** This document covers requirements for the installation of antenna structures, antenna feedlines, conduit risers and associated equipment on City Light distribution and wood transmission poles. See "Transmission System Installation Standard for City Light Transmission Towers and Poles" for the requirements for installations on steel transmission poles and towers.

These antennas and appurtenances include but are not limited to those associated with cellular phone and wireless personal communications devices.
2. **Applications**
 - 2.1 Applications for the antenna and equipment installation shall be made to the City Light Real Estate Unit.
 - 2.2 Applications for electrical service for the installation shall be made to the City Light Commercial Service Representative for the area where the installation will be located.
3. **Serving Voltage**
 - 3.1 Where single phase service is required, the serving voltage will be 120/240 volts. 120/208 volt single phase three wire service will not be provided.
 - 3.2 Where three phase service is required, contact the City Light Commercial Service Representative.
4. **Codes and Permits**
 - 4.1 All necessary permits shall be obtained by the company owning the antenna. This includes but is not limited to, City of Seattle street use permits, land use and environmental permits.
 - 4.2 Installation must meet all applicable codes and City Light Construction Guidelines. In case of conflict the most stringent requirement will prevail.
 - 4.3 Electrical services associated with installation shall meet all applicable provisions of the latest revision of the National Electrical Code. In particular services with provision for alternative power sources shall be designed to eliminate any possibility of backfeed into the commercial power system.
 - 4.4 Federal Aviation Agency permits shall be obtained by the applicant for the antenna installation where required.
5. **Grounding and Bonding**
 - 5.1 All metallic parts of the installation on the pole shall be bonded together and grounded except that when a lightning rod is installed, the ground wire need not be permanently bonded to the other ground or neutral conductors on the pole. Crews may elect to bond the lightning rod ground conductor while working on the pole for safety reasons.
 - 5.2 A copper ground wire, #4 AWG minimum size, shall be installed from the base or feedline connection point of the antenna to a ground rod at the base of the pole. This ground wire shall be located on the same face of the pole and be adjacent to the antenna feedline conduit. The ground wire shall be permanently connected to the ground rod.
 - 5.3 Where a City Light neutral conductor exists, the ground wire shall be permanently bonded to the City Light neutral conductor at the neutral conductor level by City Light crews.
 - 5.4 A ground rod, 8 feet minimum in length, shall be installed (in addition to any existing City Light grounding electrodes) at the base of the pole. This installation shall meet or exceed the requirements of City Light Construction Guideline D16-2.

STANDARDS COORDINATOR

Charles L. Shaffer

STANDARDS SUPERVISOR

John Blinn

UNIT DIRECTOR

Hardee Juy

CONSTRUCTION GUIDELINE

- 5.5 The ground wire shall be covered by a protective molding for its entire length on the pole except at the point where it must be exposed for bonding to the City Light neutral.

6. Conduit Risers

- 6.1 The maximum number of conduits allowed on the pole shall be:
- A. Four 4 inch conduits for RF transmission lines. Alternatively, Four six inch conduits may be allowed upon special approval by the responsible Pole Engineer.
 - B. And a conduit 3 inches or smaller for electrical service to either the pole mounted box (shown in the illustrations on pages 4 through 7 of this guideline) or to the pad mounted equipment.
 - C. And a 2 inch or smaller conduit for telephone to the pad mounted equipment.
 - D. And the 2 inch PVC conduit for the ground wire(s) on wood transmission poles.
- 6.2 All conduits and/or feed lines shall be mounted on the face of the pole.
- 6.3 All conduits and/or feed lines over 2 inch nominal diameter shall be installed on standoff brackets. The minimum space between the pole and the closest part of the conduit shall be 4-1/2" (for climbing). The standoff bracket installation shall conform to Seattle City Light Construction Guideline U7-10. In particular, the support bracket with brace shown in Section 4 must be used as shown.
- 6.4 Conduits shall be gray electrical grade Schedule 40 or 80 PVC.
- 6.5 Conduits between 2 feet below the ground line to 8 feet above the ground line shall meet the requirements of Sections 6.3 and 6.4 above, however, code and/or permit conditions may require a thicker wall conduit or different material.
- 6.6 Polyethylene and CPVC conduits are not acceptable.
- 6.7 See City Light Construction Guideline U7-10 for installation requirements for conduit risers on poles.

7. **Identification:** Conduit risers shall be legibly and permanently marked with the operating company's name and emergency call number. This is to assist in repair of third party damage to the antenna facility.

8. Equipment Mounted on Pole

- 8.1 The number of installations and quantity of equipment and antennas will be limited to the space available on the existing or replaced pole. Antenna installations will not be allowed on primary corner poles, poles with transformers, capacitors, primary cable terminations, primary switches or primary metering. Only one antenna installation above the primary zone will be allowed on a pole although the antenna installation may consist of three or more antenna panels.
- 8.2 Only one wireless carrier may have equipment on any given pole.
- 8.3 No service entrance equipment, will be allowed on the pole.
- 8.4 Radio or other cabinets will be allowed on the pole only if they comply with the maximum size allowed by City Light Construction Guideline D2-1.3.
- Note:** The cabinet shown on the illustrations on pages 4 through 7 of this guideline are not necessarily used on every installation. For instance, some installations may use pad mount equipment.
- 8.5 Only one pole mounted box per pole will be allowed.
- 8.6 The above types of equipment may be pad mounted provided that no equipment is located nearer than ten feet from the pole.
- 8.7 A single antenna less than 2 feet in length may be mounted on the pole below the power system neutral. Alternatively, up to and including three antennas may be installed in this area provided that they are mounted on the radio cabinet. Clearances of 1 foot from the surface of the pole to the antenna element and 40 inches below power neutral or secondary conductors shall be maintained.
- 8.8 The antenna related box (if any) shall be mounted on the street side of the pole and shall be located high enough so that it will not be damaged by passing traffic – see City Light Construction Guideline D2-1.3.

CONSTRUCTION GUIDELINE

8.9 Conduit running up to City Light secondary conductors or antenna cables running up to a box shall be on the face of the pole. All conduit running from the box to the antenna shall also be on the face of the pole.

9. Materials Provided by Antenna Owner: These materials shall meet or exceed City Light specifications where City Light specifications exist.

10. Aesthetics: Antenna installations shall be as aesthetically pleasing as is reasonably possible.

11. Legal Compliance

It shall be the responsibility of the applicant for the antenna installation to comply with all applicable requirements of the Land Use Codes, regulations and laws of the City of Seattle or of any jurisdiction in which the installation is located. This includes FAA height restrictions.

12. Damage Notification

The company owning the antenna installation shall provide Seattle City Light Real Estate Unit with a current phone number for assistance in the repair of storm or third party damage or City Light maintenance.

13. Community Notification and Disputes

The company owning the antenna installation shall provide Seattle City Light Real Estate Unit with a current phone number for referral of citizen inquiries.

14. Clearances

14.1 All antennas, excluding mounting bracket, shall have a minimum clearance of 7 feet 1 inch from all conductors energized between 2,400 volts and 121,000 volts.

14.2 All antennas, excluding mounting bracket, shall have a minimum clearance of 11 feet 1 inch from all conductors energized over 110,000 volts and less than 241,000 volts.

15. Installation and Maintenance: City Light crews will install and maintain all equipment, antennas and feed lines located at or above the level of the power neutral conductor on the pole at the applicant's expense.

Referenced Standards: City Light Construction Guidelines D2-1.1, D2-1.3, D2-3, D16-2 and U7-10.

Related Standards and Codes: City Light Construction Guideline D9-52

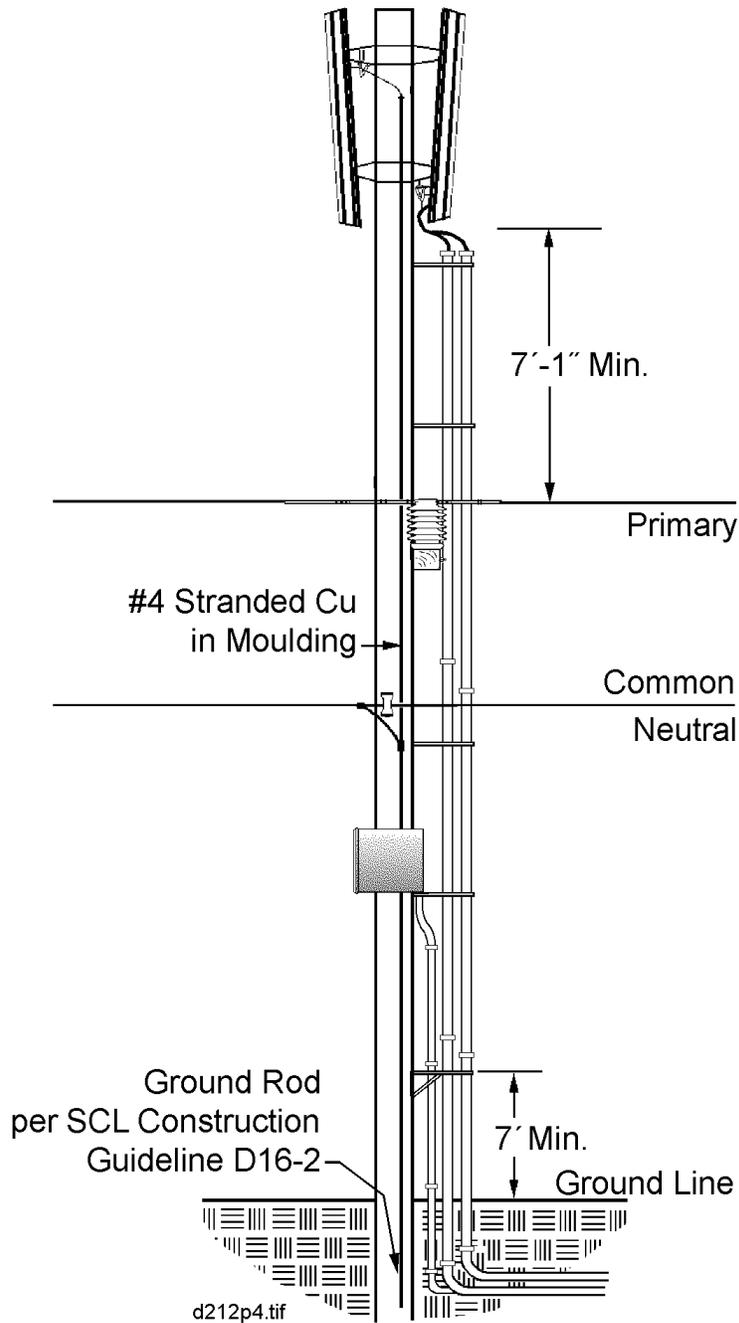
IEEE/ANSI C2 "National Electrical Safety Code", 1997.

NFPA 70 "National Electrical Code", 1999

Federal Aviation Regulations, Section 77, "Objects Affecting Navigable Airspace"

**CELLULAR PHONE AND PERSONAL COMMUNICATIONS SERVICES (PCS)
ANTENNA POLE ATTACHMENTS ABOVE PRIMARY CONDUCTORS**

ON DISTRIBUTION POLE WITH UNDERGROUND SERVICE

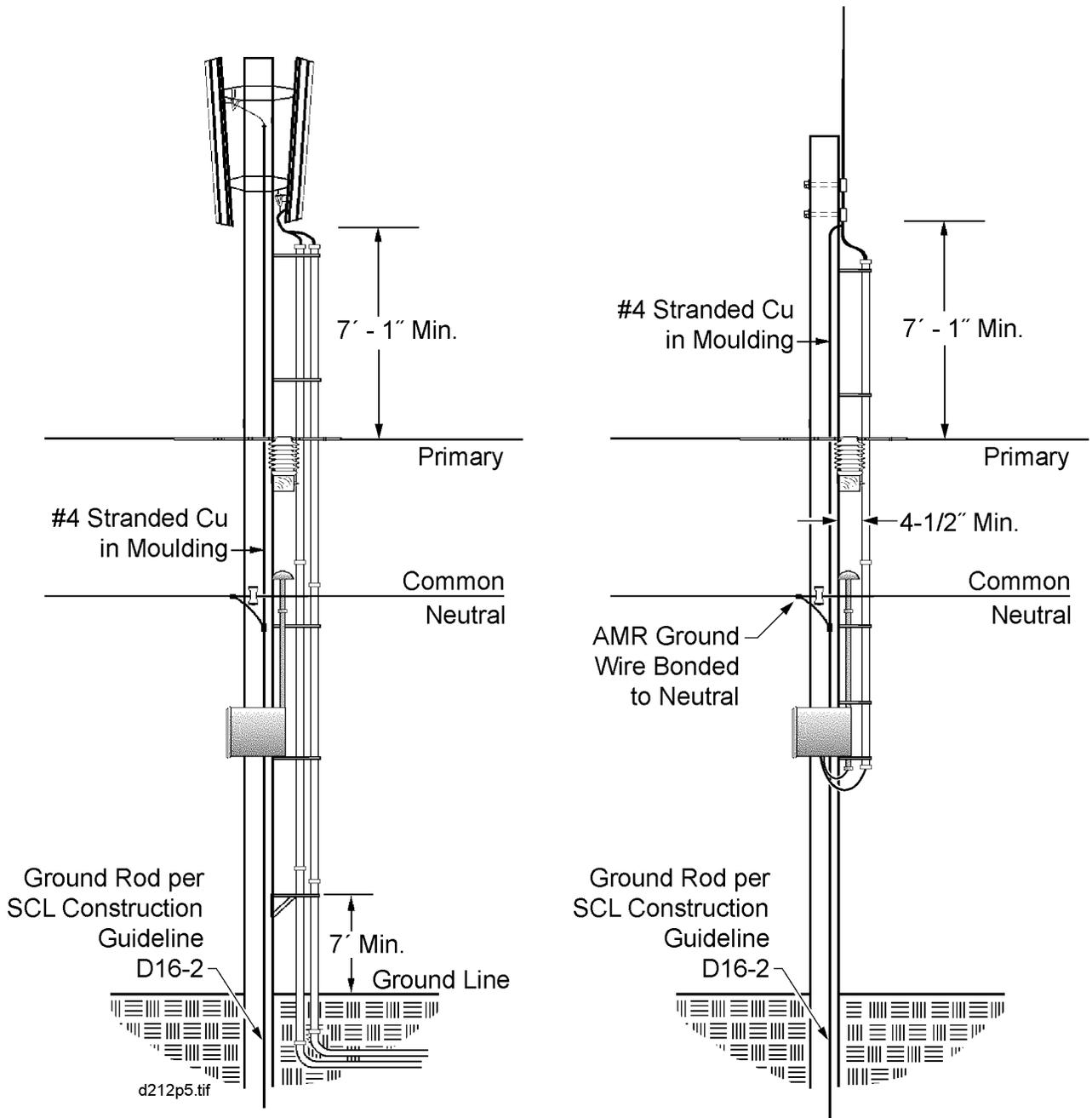


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Not to Scale

**CELLULAR PHONE AND PERSONAL COMMUNICATIONS SERVICES (PCS)
ANTENNA POLE ATTACHMENTS ABOVE PRIMARY CONDUCTORS**

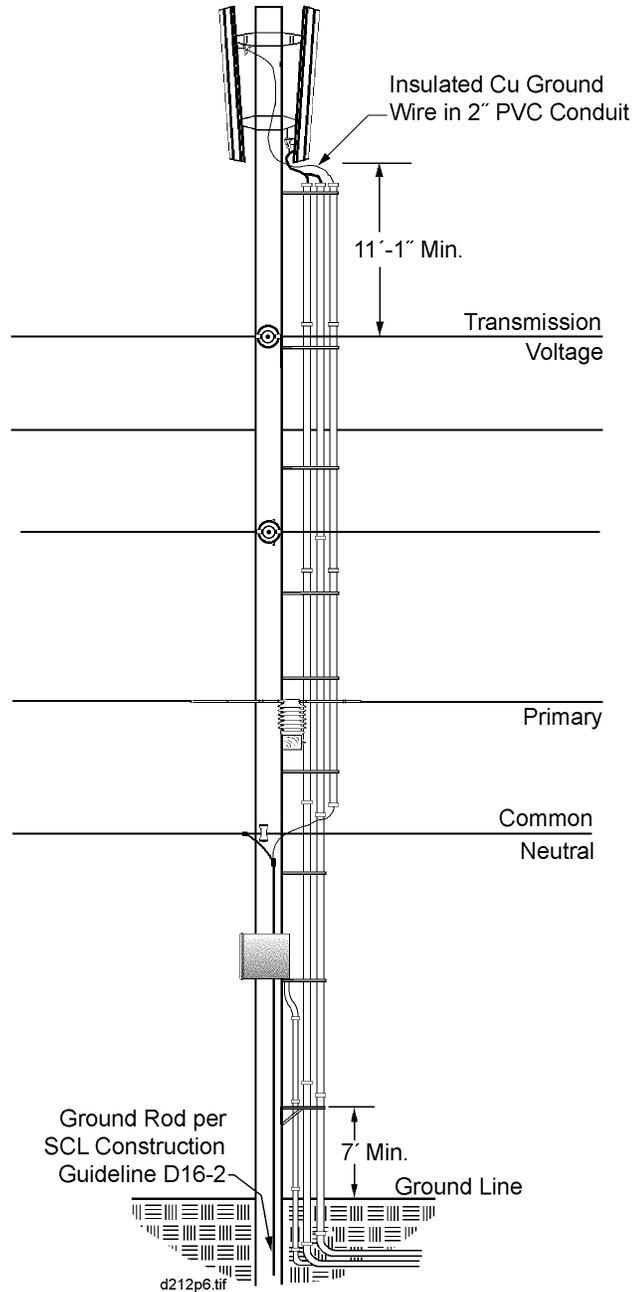
ON DISTRIBUTION POLE WITH OVERHEAD SERVICE



Not to scale

**CELLULAR PHONE AND PERSONAL COMMUNICATIONS SERVICES (PCS)
ANTENNA POLE ATTACHMENTS ABOVE PRIMARY CONDUCTORS**

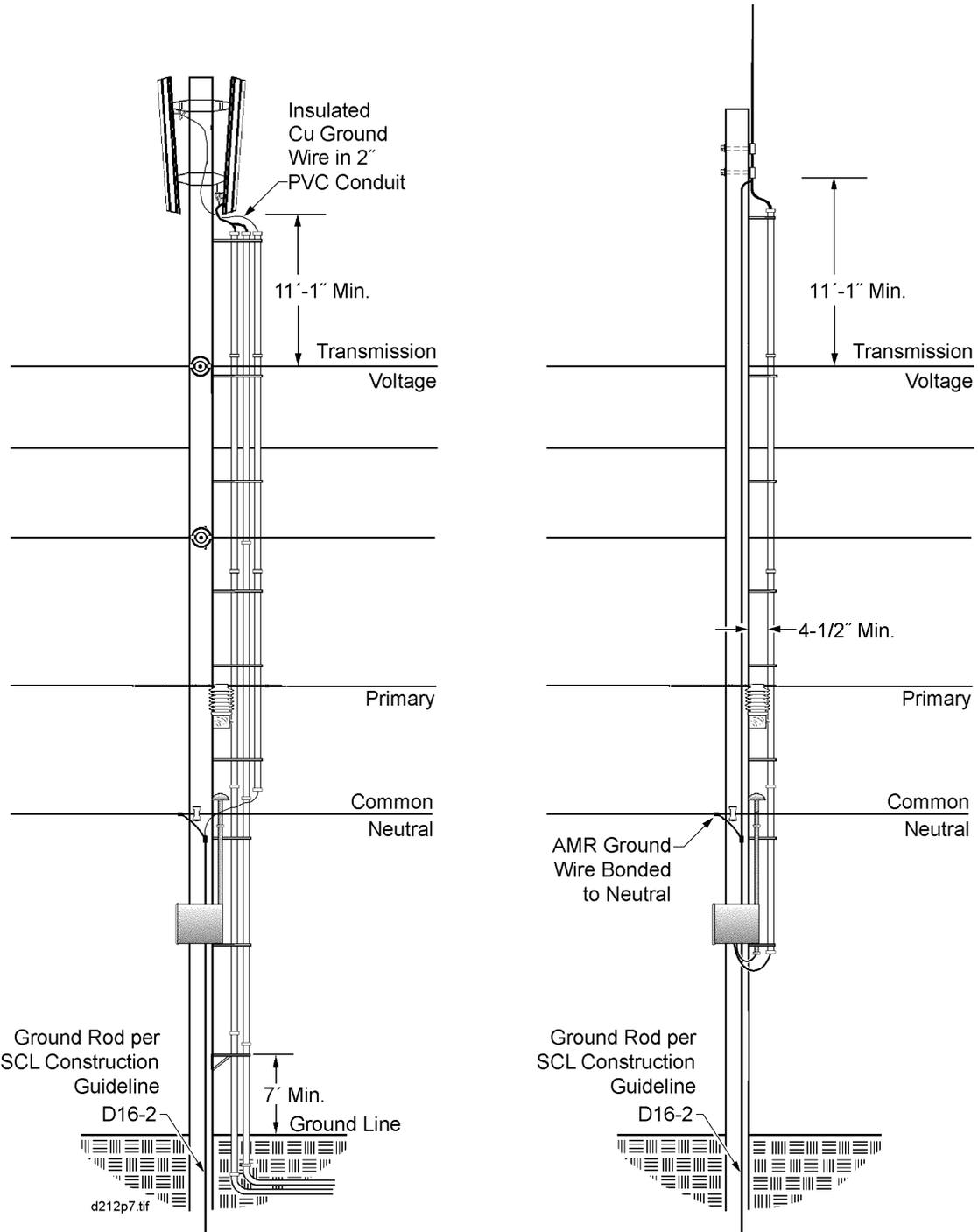
ON WOOD TRANSMISSION POLE WITH UNDERGROUND SERVICE



Not to Scale

**CELLULAR PHONE AND PERSONAL COMMUNICATIONS SERVICES (PCS)
ANTENNA POLE ATTACHMENTS ABOVE PRIMARY CONDUCTORS**

ON WOOD TRANSMISSION POLE WITH OVERHEAD SERVICE



Not to Scale

Pole Attachments, Automated Meter Reading and Cellular Phone Antennas



1. Scope

This standard covers requirements for the installation of antenna structures, antenna feedlines, conduit risers and associated equipment on Seattle City Light (SCL) distribution poles. These antennas and appurtenances include, but are not limited to, those associated with Automated Meter Reading (AMR) communications devices and Distributed Antenna Systems (DAS).

2. Application

This standard provides installation details and requirements for antenna appurtenances on SCL poles and infrastructure. This standard is used by SCL crews, customers and contractors.

Standards Coordinator
Robin Byun

Standards Supervisor
John Shipek

Unit Director
Darnell Cola

Robin Byun

John Shipek

Darnell Cola

3. Serving Voltage

- 3.1 Where single-phase service is required, the serving voltage will be 120 V. 120/208 V, single phase, three wire service will not be provided.
 - 3.2 Where three-phase service is required, contact the SCL Customer Service Representative.
 - 3.3 Neutral wire must be clearly marked on the service equipment.
-

4. Codes and Permits

- 4.1 All necessary permits shall be obtained by the company owning the antenna. This includes, but is not limited to, City of Seattle street use permits, land use and environmental permits.
 - 4.2 Installation must meet all applicable codes and SCL construction standards. In case of conflict the most stringent requirement will prevail.
 - 4.3 Electrical services associated with installation shall meet all applicable provisions of the National Electrical Code. Services with provision for alternative power sources shall be designed to eliminate any possibility of backfeed into the distribution power system.
-

5. Grounding and Bonding

- 5.1 All conductive parts of the installation on the pole shall be bonded together and grounded.
 - 5.2 A copper ground wire, #4 AWG minimum size, shall be installed from the base or feedline connection point of the antenna to a ground rod at the base of the pole. This ground wire shall be located on the same face of the pole and be adjacent to the antenna feedline conduit. The ground wire shall be permanently connected to the ground rod.
 - 5.3 Where a SCL neutral conductor exists, neutral bond occurs in service entrance equipment and the ground wire shall be permanently bonded to the SCL neutral conductor at the neutral conductor level by SCL crews.
 - 5.4 If no ground rod exists, a ground rod, 8-ft minimum in length, shall be installed at the base of the pole. This installation shall meet or exceed the requirements of SCL D16-2.
 - 5.5 The ground wire shall be covered by a protective molding for its entire length on the pole.
 - 5.6 The SCL and communication ground rods, if both exist, shall be bonded together using #4 AWG copper wire.
-

6. Conduit Risers

- 6.1 The maximum number of conduits allowed on the pole shall be four 4-in conduits conforming to the spacing requirements in SCL U7-10, unless special approval is granted by the engineer.
- 6.2 All conduits and/or feed lines shall be mounted on the face of the pole.
- 6.3 All conduits and/or feed lines over 2-in nominal diameter shall be installed on standoff brackets. A minimum space of 4-1/2 in (for climbing) shall be maintained between the pole and the closest part of the conduit. The standoff bracket installation shall conform to SCL U7-10. In particular, the support bracket with brace shown in Section 4 must be used as shown. The standoff brackets used shall be Stock No. 686796 or preapproved equivalent. These brackets may be purchased from SCL Stores at 3613 4th Ave. South.
- 6.4 Conduits shall be gray electrical grade Schedule 40 or 80 PVC.

- 6.5** Conduits between 2 ft below the ground line to 8 ft above the ground line shall meet the requirements of Sections 6.3 and 6.4 above; however, code and/or permit conditions may require a thicker wall conduit or different material.
- 6.6** Polyethylene and CPVC conduits are not acceptable.
- 6.7** Telecommunications conduit shall be fed continuously in the equipment box.
-

7. Equipment Mounted on Pole

- 7.1** The number of installations and quantity of equipment and antennas will be limited to the space available on the existing or replaced pole. Antenna installations may not be allowed on primary corner poles, poles with transformers, capacitors, primary cable terminations, primary switches or primary metering or other locations where adequate clearance is not available. Only one customer installation in the primary zone will be allowed on a pole.
- 7.2** All proposed installations shall be reviewed by the SCL Joint Use Engineering Unit. Any deviations from the requirements of this standard must have prior approval from the Joint Use Engineering Unit.
- 7.3** Radio or other cabinets will be allowed on the pole only if they comply with the maximum size allowed by SCL 0094.01.
- 7.4** Only one antenna-related cabinet per pole will be allowed. First come, first served.
- 7.5** The above types of equipment may be pad mounted provided that no equipment is located nearer than ten feet from the pole.
- 7.6** See Section 11 for required clearances.
- 7.7** Conduit running up to SCL secondary conductors or antenna cables running up to a box shall be on the street side of the pole. All conduit running from the box to the antenna shall be on the face of the pole.
- 7.8** The equipment box shall be clearly marked with the company equipment ID#, the company name, and the emergency contact phone number.
- 7.9** All devices that require electric service shall have an external service disconnect installed. The external service disconnect shall isolate all electric services including any battery backups. Service point will be decided by the design engineer.
-

8. Materials Provided by Antenna Owner

Materials shall meet or exceed SCL material standards where SCL specifications exist.

9. Aesthetics

Antenna installations shall use available stealth technology and shall be made as visually obscure as reasonably possible.

10. Community Notification and Disputes

- 10.1** It shall be the responsibility of the applicant for the antenna installation to resolve any and all complaints resulting from the installation including complaints relative to increased pole height or impaired view or visibility. The sole exception shall be complaints relating exclusively to SCL facilities.
- 10.2** All complaints regarding the antenna installation will be referred to the owning company. The owning company shall provide SCL a phone number for reception and resolution of complaints.

11. Clearances for Antenna Units Mounted Between Neutral and Primary

A minimum vertical clearance of 12 in above the neutral and 36 in below primary voltage conductors shall be maintained for antenna units mounted between neutral and primary. The minimum horizontal and/or slant clearance of 36 in shall be maintained between all conductors energized at primary voltage and all parts of the pole mounted unit, antennas and cables. These vertical, slant and horizontal clearances also apply to a cutout door when in the open position. The minimum horizontal clearance from the surface of the pole to the antenna element and/or the pole mounted unit shall be 4-1/2 in.

12. Installation and Maintenance

SCL crews will install and maintain all equipment, antennas and feed lines located at or above the level of the power neutral conductor on the pole or within 10 ft of primary. Fees for this work are established in the pole agreement contract.

13. Outage Notification

SCL will make every reasonable effort to notify equipment owners of outages 24 hours in advance when possible. However, SCL reserves the right to disconnect power to installations without prior notice when necessary.

14. References

SCL Construction Standard 0093.06; "Bracket, Communications Cable Attachment"

SCL Construction Standard 0094.01; "Communication Enclosures on SCL Wood Poles"

SCL Construction Guideline D2-1.1; "Attachments on Standard Utility Poles"

SCL Construction Guideline D2-1.4 (cancelled); "Automated Meter Reading Antenna Pole Attachments and Cellular Phone Antennas Mounted below Primary Conductors"

SCL Construction Guideline D2-3; "Clearances from Structures and Ground"

SCL Construction Guideline D9-52; "15/26 kV Distribution Crossarm Details"

SCL Construction Guideline D16-2; "Grounding Rod Installation"

SCL Construction Guideline U7-10; "Conduit Risers On Poles"

15. Sources

Haberman, Douglas; SCL Joint Use Strategic Advisor; subject matter expert for 0095.05 (douglas.haberman@seattle.gov)

IEEE/ANSI C2; "National Electrical Safety Code," IEEE/ANSI; 2007

Lu, Curtis; SCL Standards Engineer, subject matter expert and originator of 0095.05 (curtis.lu@seattle.gov)

NFPA-70, National Electric Code (NEC); 2011 Edition, National Fire Protection Association, Quincy, MA, 2010

Appendix: Mounting Diagrams

Figure A.1. Pole-Mounted DAS Unit on Wood Pole Above Neutral

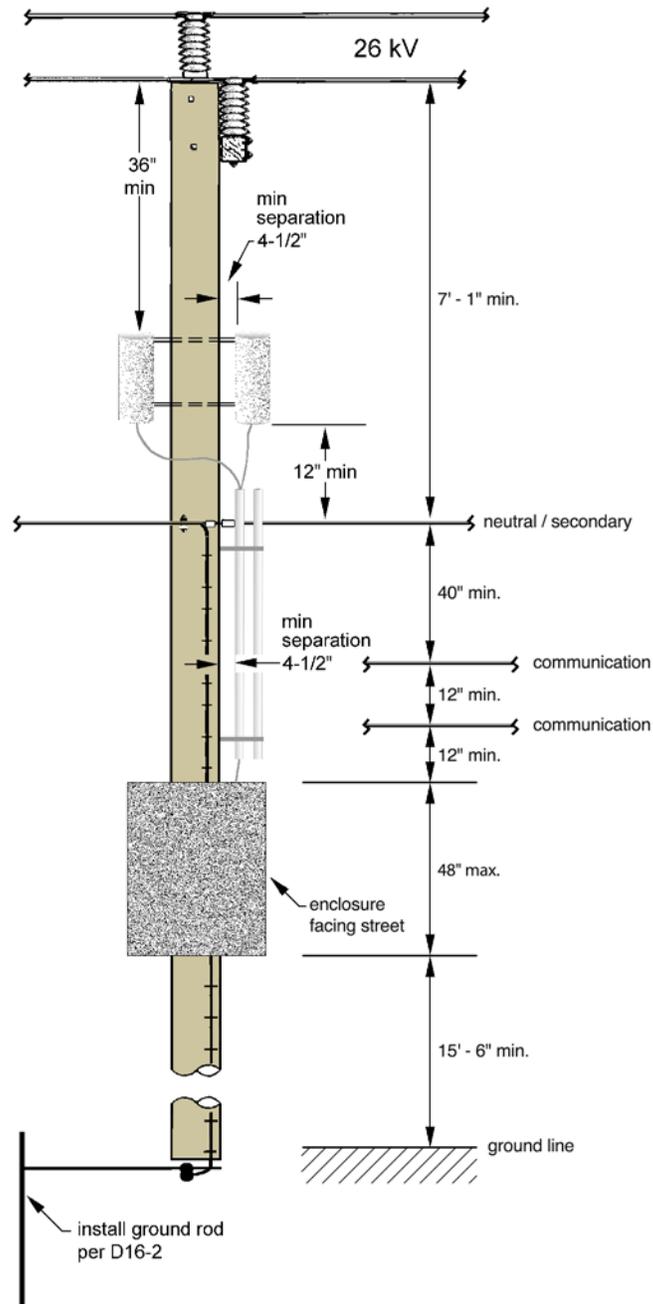


Figure A.2. Pole-Mounted AMR Unit on Wood Pole Above Neutral

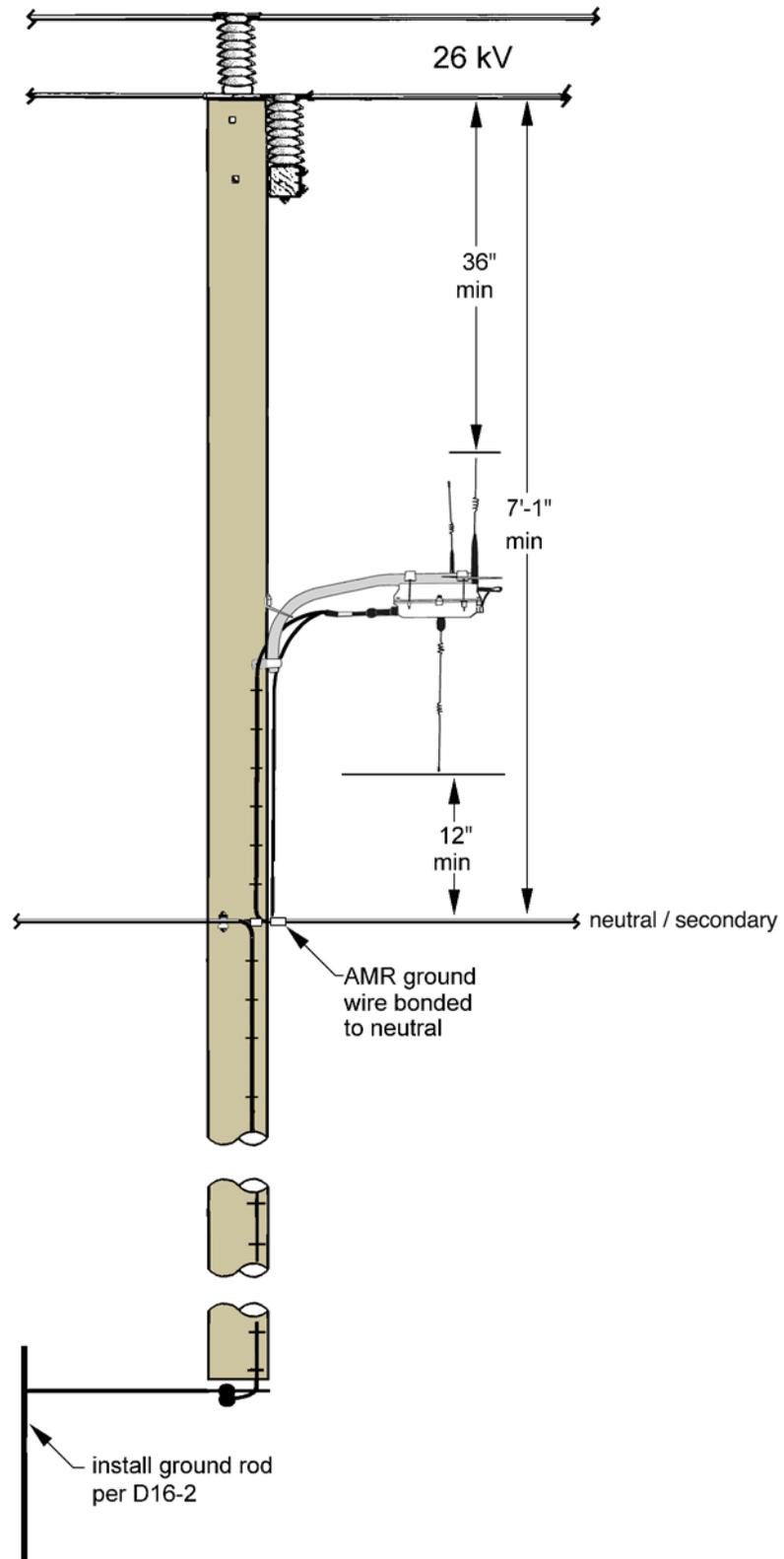
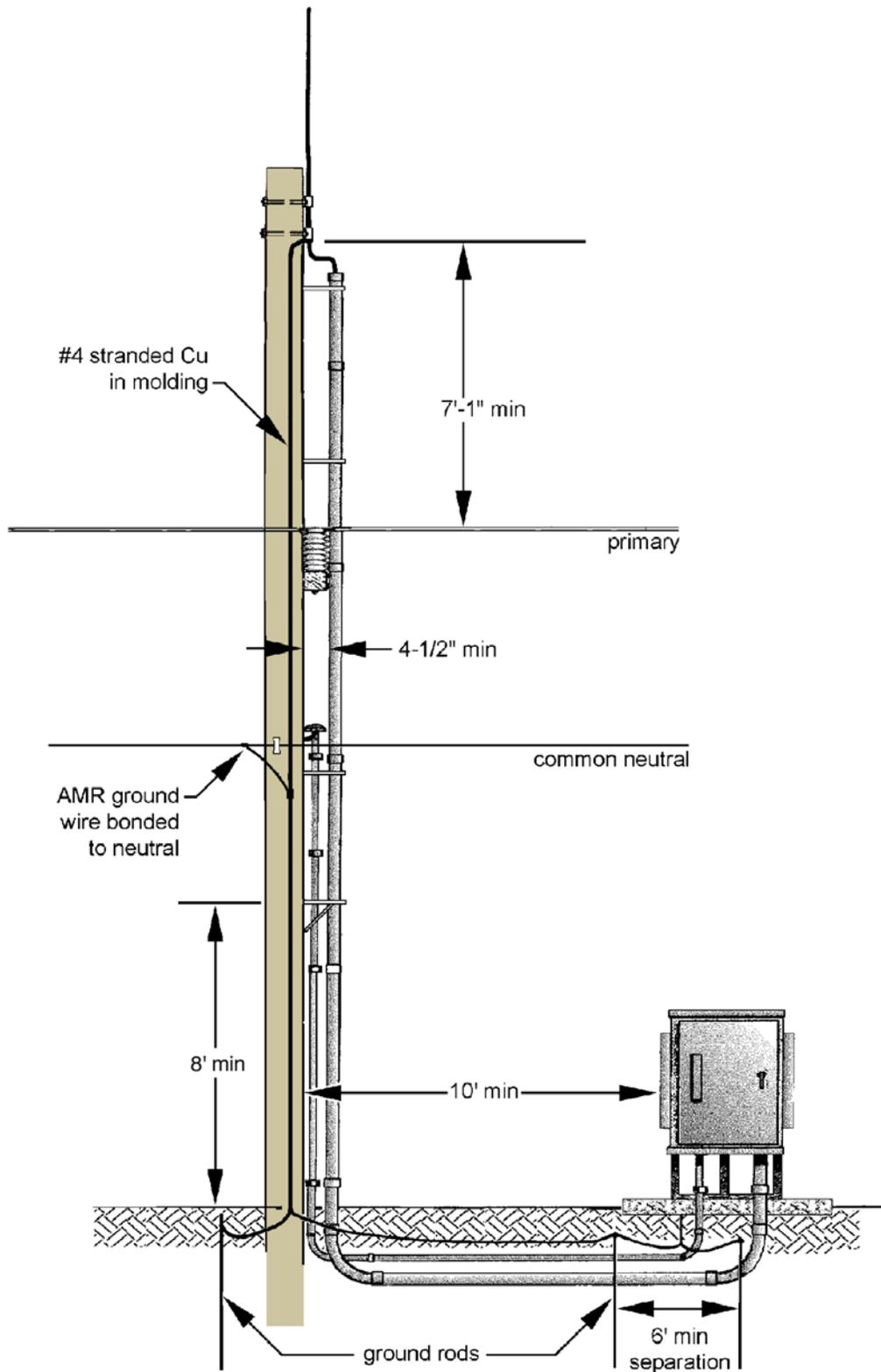


Figure A.3. Master Control Station with Pole-Mounted Antenna



1. Table of Contents

1. Table of Contents 1
 2. Purpose 1
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2. Purpose

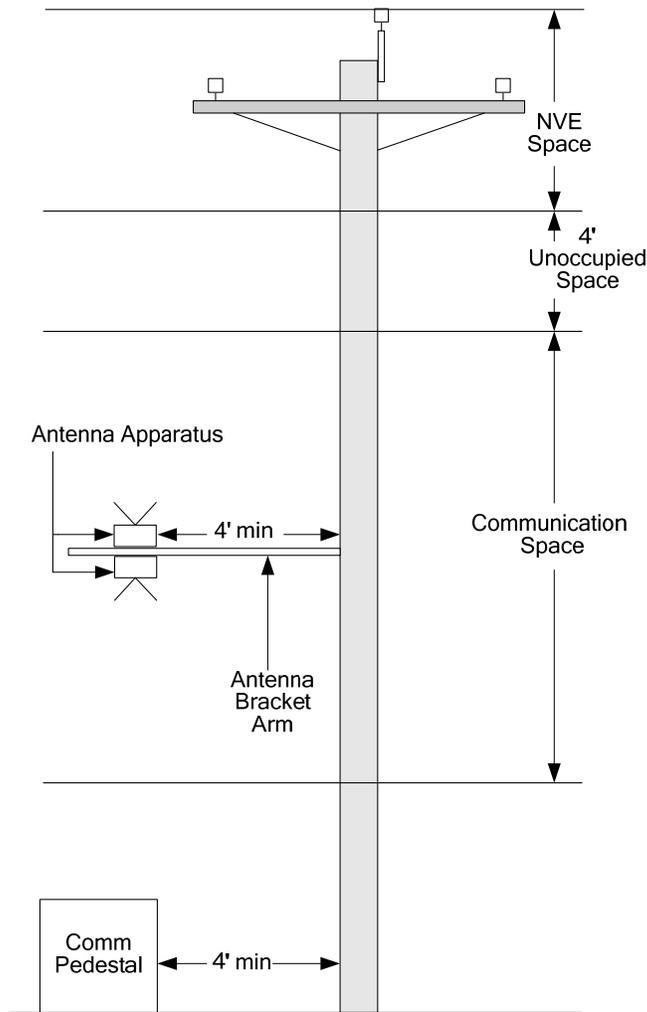
The following list covers the basic requirements for a communications antenna site installation on a wood distribution power pole; it does not include all requirements for installation.

3. General Installation Requirements

1. Installation is on a “clean” pole. The pole is not encumbered by an air break switch, transformers, capacitor banks, regulators, dead-end guys, or a three-phase dip. A guy-stub pole may be used with prior approval.
2. Zoning, clearance and building permit(s), where required, are obtained by customer.
3. Estimated electrical load information of the installation shall be provided to NVE.
4. A structural analysis report stamped by a Nevada Civil P.E. shall be provided to NVE. Contact the NVE Joint Use Department for a complete list of the structural analysis requirements.
5. All work shall be done by qualified linemen except within the communications space. Only NVE or NVE qualified workers may enter or work in the NVE supply space.
6. Only the antenna and mounting bracket or cross arm used to stand the antenna off from the pole and the riser conduit for the antenna cables shall be allowed on the pole. All other ancillary equipment shall be located within a separate pedestal.
7. Communications equipment pedestals must not block access to the pole. The preferred location is nearby on adjacent private property. Conduits shall be run underground between the pole and the cabinet. **The absolute minimum distance from the communications pedestal to the pole is 4 feet.**
8. The telecommunications equipment owner shall incur the cost of removing the equipment from a pole in the event that the equipment is abandoned.
9. The telecommunications company must notify NVE at least 45 days in advance when an outage will be required to service an installed antenna.
10. A disconnect switch with a visible air break on the electrical service to the antenna site shall be provided to allow the antenna, pedestal, and ALL other customer owned associated telecommunications equipment at the site to be de-energized. This switch shall be installed by the customer and will be used to de-energize all customer owned equipment at the site in the event NVE deems it necessary to do so in order to operate the electric system or work on nearby facilities. NVE Metering Department **must** be consulted well in advance for approval of the location of the switch. The installation shall be required to meet all other applicable NVE Standards.

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Poles: Attachments



Notes:

1. **ALL** installations must be approved by NVE, including **but not limited to** the antenna, the mounting arm and bracket, and the pedestal.
2. Customer to provide and install all materials.
3. Antenna shall be installed within the communications space on wood distribution poles.
4. Under no circumstances shall anyone other than NVE qualified workers enter the NVE supply space.
5. Only one antenna assembly shall be mounted on the antenna bracket or mounting arm. The assembly may contain multiple antennas, but the distance from the pole to the closest point of the antenna assembly shall be no less than 4 feet
6. Metal bracket arms shall be self-supporting and bonded to pole ground with a #6 S.D. bare copper conductor. If no pole ground is present, bracket shall be grounded with #6 soft-drawn solid copper to a minimum 6' x 1/2" copper-clad ground rod driven into ground at base of the pole; the first 8' of ground wire from base of pole to be covered with Wood, PVC or HDPE wire molding. All antenna support arms must be attached such that they do not encroach into the climbing space. NVE must approve all bracket/arm designs and all designs must accommodate 100% No-Fall climbing practices adopted by NVE.
7. Communication line clearances shall conform to the requirements of the NESC.

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