

POLE LICENSE AGREEMENT
FOR WIRELESS ATTACHMENTS
BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY
AND
[COMPANY]

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	DEFINITIONS.....	1
2.	TERM	2
3.	APPLICATION PROCESS	3
4.	LICENSE RIGHTS FROM APPROVAL OF AN APPLICATION	3
5.	CONDITIONS AND RESTRICTIONS ON LICENSE RIGHTS	4
6.	ATTACHMENT AND EQUIPMENT FEES	5
7.	INSTALLATION, MAINTENANCE, OR REPAIR OF AN ATTACHMENT; REPLACEMENT OF A POLE	5
8.	REMOVAL OF AN ATTACHMENT OR EQUIPMENT FROM A POLE	8
9.	RESTORATION OR REPAIR OF A POLE	9
10.	THIRD PARTY APPROVALS AND AUTHORIZATIONS	9
11.	REGULATORY MATTERS.....	10
12.	INDEMNIFICATION AND LIMITATION OF LIABILITY	10
13.	TITLE AND RISK OF LOSS.....	11
14.	INSURANCE.....	12
15.	TERMINATION RIGHTS	13
16.	EVENTS OF DEFAULT	14
17.	DISPUTE RESOLUTION	15
18.	TAXES AND LIENS.....	15
19.	PAYMENT OF INVOICES	16
20.	NOTICE.....	16
21.	DISCLAIMER	17
22.	GENERAL PROVISIONS	17

EXHIBITS

- A. REQUEST FOR ACCESS - CMRS
- B. SCHEDULE OF FEES

**POLE LICENSE AGREEMENT
FOR CMRS ATTACHMENTS BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY
AND
[LICENSEE]**

This Pole License Agreement (“Agreement”) is made as of _____, 20__ (“Effective Date”), by and between Pacific Gas and Electric Company (“PG&E”), a California corporation and _____, a _____ corporation (“Licensee”), individually “Party” and collectively “Parties.”

PG&E herein provides Licensee, a CMRS (as defined below) telecommunication company certified to provide telecommunications services by the California Public Utilities Commission ("CPUC") and the Federal Communications Commission ("FCC"), with a license to attach certain CMRS equipment to specific distribution or transmission poles that are owned in whole or in part by PG&E and used by PG&E to provide electricity distribution or transmission services to customers under CPUC-approved tariffs.

The terms and conditions of this Agreement are as follows:

1. DEFINITIONS

Terms with the initial letter or letters capitalized, whether in the singular or plural, shall have the following meanings:

(a) Applicable Requirement: Any law, code, regulation, ordinance, statute or requirement of a governmental or quasi-governmental authority, regulatory agency or any other similar authority with jurisdiction or control over access to or use of the Pole, an Attachment, Work on a Pole or operation of an Attachment including, without limit, PG&E's tariffs, standards, external manuals, Request For Access - Wireless (RFA - CMRS) Guidelines and Procedures, and any additional written requirements PG&E provides to Licensee, the specifications in the CPUC's Decisions and General Orders, including but not limited to CPUC General Order Nos. 69-C, 95 and 128, and 47 Code of Federal Regulation (C.F.R.).

(b) Attachment: A unit, typically consisting of one or more antennae and the cable(s) connecting them to Equipment, that meet the design specifications, of PG&E and which are owned by Licensee and installed on a Pole within the Licensed Space, pursuant to this Agreement, including any space encumbered by required safety clearances in accord with GO 95, Rule 94.4.

(c) CMRS: Commercial Mobile Radio Service, as defined under Applicable Laws.

- (d) Common Space: The first 15 to 18 feet of pole space above ground, as determined by PG&E.
- (e) Customer Billing Work Order: PG&E initiated work order to collect the cost of work performed by PG&E or its contractors for the Licensee and from which PG&E derives no direct benefit.
- (f) Distribution Pole: A pole owned in whole or in part by PG&E and used to support electric distribution facilities.
- (g) Equipment: All ancillary equipment owned by Licensee in connection with an Attachment.
- (h) Electrical Zone: On Poles supporting electric conductors designed to operate between 120 Volts to 21,000 Volts (21kV), the Pole space, measured vertically starting at least three feet (3 ft.) below the lowest conductor level up to at least three feet (3 ft.) above the uppermost conductor level.
- (i) Licensed Space: The portion of the pole owned in whole or in part by PG&E and approved for the Attachment and Equipment, including space encumbered by the CMRS attachments.
- (j) Pole: A Distribution Pole.
- (k) Replacement Pole: A Pole installed by PG&E and paid for by Licensee, for the purposes of accommodating Licensee's Attachment and supporting PG&E electric distribution facilities.
- (l) Request For Access - CMRS (RFA - CMRS): The PG&E form that Licensee is required to complete and submit to PG&E in order to request use of a specific Pole under this Agreement.
- (m) Routine Maintenance: Periodic tasks performed to enable the continued operation of an Attachment or Equipment in normal use.
- (n) Work: Any installation, repair, removal, or replacement of an Attachment or Equipment performed by the Licensee as authorized or approved by PG&E.

2. TERM

The term of this Agreement shall begin on the Effective Date and shall continue through December 31 of that calendar year. The term of this Agreement shall automatically renew on January 1 of the successive calendar year and continue for successive calendar-year terms unless a Party notifies the other Party in writing of its election not to renew the term of this Agreement by October 31 of the then- current calendar year.

3. APPLICATION PROCESS

Licensee must submit an RFA - CMRS in accordance with PG&E's RFA - CMRS Guidelines and Procedures (Exhibit A), accompanied with processing and engineering fee(s) (Exhibit B) to request PG&E's authorization to make an Attachment and Equipment to any Pole. Licensee shall have no rights to make an Attachment to a Pole, to take any action that adversely affects a Pole, causes an outage to a Pole, or to repair, replace, or modify an existing Attachment or Equipment, without PG&E's written approval. Subsequent Attachments or Equipment upgrades or replacements are subject to the RFA - CMRS process, however, approval for in-kind replacements will not be unreasonably withheld.

PG&E shall notify Licensee in writing as to whether PG&E approves the RFA - CMRS submitted by Licensee. PG&E makes no representation or warranty whatsoever concerning the time that may be required to process an RFA - CMRS. If PG&E conditionally approves the RFA-CMRS, Licensee shall have ten (10) business days after receipt of PG&E's notice of conditional approval to accept or reject the Attachment and Equipment without exception. Unless Licensee notifies PG&E in writing that it accepts the Attachment and Equipment without exceptions within such ten (10) business-day period, Licensee will be deemed to have rejected the Attachment and Equipment.

4. LICENSE RIGHTS FROM APPROVAL OF AN APPLICATION

Upon PG&E's acceptance and approval of an RFA - CMRS described in Section 3 above, Licensee shall have a license (i) to install an Attachment in the space owned by PG&E, (ii) to connect the Attachment to Licensee's Equipment in the Common Space, (iii) to use exclusively the Attachment and Equipment for wireless communications, and (iv) to maintain, remove, repair or replace the Attachment, as described herein (collectively, the "Attachment Rights").

Licensee shall have no rights to modify an existing Attachment, including installing additional Equipment, or altering the Pole, or rearranging equipment attached to the Pole, without PG&E's prior written approval. Licensee's Attachment Rights (as defined in Section 5) shall be, unless otherwise agreed to by PG&E, limited to the approved Attachment and only for the associated appurtenances approved by PG&E as reasonably necessary for exercise of Licensee's Attachment Rights hereunder. Further, all costs and expenses incurred as a result of Licensee's exercise of any Attachment Right, or Equipment Right (as defined in Section 5), or due to a request by Licensee for an Attachment or Equipment hereunder, shall be the sole responsibility of Licensee, regardless of whether such costs or expenses are incurred by Licensee or by PG&E.

5. CONDITIONS AND RESTRICTIONS ON LICENSE RIGHTS

In addition to the other terms and conditions of this Agreement, Licensee's exercise of its Attachment Rights or Equipment Rights (as defined in this section) shall be subject to the following conditions and restrictions:

- (a) Licensee shall operate its Attachment and Equipment exclusively to provide CMRS services.
- (b) Licensee shall be solely responsible for separately obtaining any electric utility or other services required for operation of its Attachment, or Equipment, including any electrical service from PG&E.
- (c) PG&E shall not be required to modify the Pole to accommodate use by Licensee, however, PG&E may elect to do so. Further, Licensee understands and accepts that if and when the subject Pole is replaced in the normal course of business rather than a special accommodation (see section 7), PG&E will install a Pole of sufficient height to provide the clearance required by GO 95, Rule 94.4 without a Pole extension.
- (d) PG&E shall have the right to require that only PG&E, or its contractor, may install any Licensee Equipment in the Common Space on the Pole, but PG&E shall not be required to install any Equipment for the Licensee.
- (e) Licensee is NOT permitted to install any Attachment in the Electrical Zone unless PG&E, in its sole discretion, agrees in writing.
- (f) Licensee shall maintain the areas around its Attachment and keep them clean and free from vegetation and tree branches.
- (g) PG&E shall not be required to allow Licensee to locate any Equipment on PG&E-owned property.
- (h) Licensee's rights shall be subordinate to all existing uses or rights to use the Pole by PG&E or a third party, and shall not interfere with PG&E's utility operations or with the operations of others that are attached to a Pole. If an Attachment made under this Agreement interferes with PG&E's ability to use a Pole or with a third party's use of a Pole, then, upon notice, Licensee shall immediately initiate actions to remedy the interference and prosecute those remedies with reasonable diligence. PG&E shall not be liable to Licensee for any interference with an Attachment's operation caused by PG&E or a third party.
- (i) Except as otherwise provided in Exhibit H of GO 95, Licensee shall not install or modify an antenna on a Pole that emits Radio Frequency ("RF") energy in excess of the FCC's General Population/Uncontrolled maximum permissible exposure limits as set for the in 47 CFR for each particular antenna installation, unless Licensee provides to any other utility or company with facilities attached to the subject Pole a locally verifiable means to de-energize said antenna.

(j) Licensee shall switch off all power to any Attachment and Equipment upon twenty four (24) hours' notice from PG&E (which notice PG&E may provide by telephone, or e-mail) if required for PG&E's utility operations, or immediately upon verbal notice by PG&E for safety reasons. If Licensee fails to comply with such notice, PG&E shall have the right to temporarily disconnect and lock out all power to the Attachment and Equipment at Licensee's cost and risk, without further notice and without liability to PG&E.

(k) Lessee is granted access only to the licensed space, provided it can be accessed without encroachment into the Electrical Zone.

6. ATTACHMENT AND EQUIPMENT FEES

(a) Licensee shall pay a non-refundable, non-prorated annual license fee for each Attachment and Equipment ("Annual License Fee"). The initial amount of the Annual License Fee shall be determined by PG&E in accordance with Applicable Requirements based on the type and extent of Licensee's Pole use for each Attachment and Equipment.

(b) Upon PG&E's approval of an RFA - CMRS for an Attachment and Equipment, Licensee shall pay the Annual License Fee for the first calendar year of such Attachment and Equipment, regardless of which month of the year that PG&E approves the RFA - CMRS. The total Annual License Fee for all Attachments and Equipment during each calendar year of this Agreement shall equal the number of approved Attachments and Equipment as of January 1 of each calendar year.

(c) Beginning on January 1 of the first renewal term of this Agreement, and continuing on January 1 of each successive renewal term, PG&E shall adjust the Annual License Fee in accordance with Applicable Requirements.

(d) If PG&E terminates the Licensee's right to use a Pole, then PG&E will provide Licensee with a pro rata refund of any prepaid License Fee, except where the termination is due to a default by the Licensee under this Agreement.

(e) Licensee shall reimburse PG&E for the actual amount of any costs reasonably incurred by PG&E pursuant to this Agreement, as invoiced by PG&E.

7. INSTALLATION, MAINTENANCE, OR REPAIR OF AN ATTACHMENT; REPLACEMENT OF A POLE

(a) Licensee shall use best efforts to perform any Work in a manner which will not cause any interruption of PG&E's utility or other services. No less than thirty (30) days prior to the date that Licensee desires to perform Work, Licensee shall submit detailed information to PG&E about Licensee's plans for performing such Work as well as written documentation, satisfactory to PG&E, verifying that Licensee has met all Applicable Requirements required to perform the Work. Licensee shall also provide PG&E with a written consent from the affected

PG&E customer in the event Licensee's Work will cause any interruption of PG&E's electric service to that customer. In order to be acceptable to PG&E, the affected customer(s) must agree to relieve PG&E from any obligation to provide service to the customer(s) until Licensee has successfully completed its Work. Licensee shall not begin any such Work until after Licensee receives PG&E's written approval.

(b) All work performed within the Electrical Zone will be performed exclusively by PG&E or its approved contractor.

(c) All Work performed within the Licensed Space will be at Licensee's sole risk and cost by persons qualified and licensed by the State of California. Licensee shall be solely responsible for ensuring that the Work performed fully complies with the requirements in this Agreement.

(d) Licensee shall notify PG&E at least forty-eight (48) hours before any Work, other than Routine Maintenance, is scheduled to commence.

(e) The performance of any Work shall comply with the most stringent of any requirements for such Work as contained in applicable industry standards, specific work requirements imposed by PG&E or a third party, or in any Applicable Requirements associated with the Work.

(f) Licensee shall notify PG&E in accordance with the RFA - CMRS Guidelines and Procedures within forty-eight (48) hours after Licensee has completed any Work, including Routine Maintenance, and PG&E shall have the right to inspect such Work. If PG&E elects to exercise this right, then Licensee shall pay for any costs of such inspection as part of Licensee's Customer Billing Work Order.

(g) Without restricting PG&E's ability to pursue other remedies, PG&E may require that any nonconforming Work be remedied by Licensee or by a third party at Licensee's expense, or terminate Licensee's right to use the pole.

(h) Upon written notification from PG&E or a government authority that the Attachment or any Equipment is out of compliance with any Applicable Requirement or is unsafe or hazardous, Licensee shall promptly take whatever actions are necessary to come into full compliance with such Applicable Requirements or to remedy the unsafe or hazardous condition, as the case may be. Notwithstanding this, if at any time, in PG&E's sole judgment, an unsafe or dangerous condition exists, PG&E may correct such condition, including the removal or rearrangement of Licensee's Attachment and Equipment, at the sole risk and expense of Licensee.

(i) In the event PG&E determines that Licensee has made an Attachment or Equipment to a Pole without fully complying with this Agreement (including any Applicable Requirement), PG&E may, in addition to pursuing other remedies, require that the Licensee remove its Attachment or Equipment at Licensee's expense and Licensee shall reimburse PG&E for all related costs such as inspection fees and pole loading calculation fees. Licensee shall pay

any penalties authorized by any Applicable Requirement, including the decisions of the California Public Utilities Commission in connection with the unauthorized attachments. Licensee shall also pay for the back rental fees associated with the attachment. Payment of any penalties or fees does not affect Licensee's other obligations and liabilities under this Agreement or under any Applicable Requirement. If Licensee fails *to* remove its unauthorized attachment or an unsafe or dangerous condition exists, PG&E may correct such condition, including the removal or rearrangement of Licensee's attachment, at the sole risk and expense of Licensee. At PG&E's sole discretion, PG&E may permit Licensee's Attachment or Equipment to remain in place so long as Licensee has met all conditions and requirements determined by PG&E, including the payment of all fees, penalties, and costs.

(j) Licensee shall reimburse PG&E for any damage to a Pole in connection with the use, repair, or restoration of a Pole by Licensee.

(k) Licensee, with PG&E's prior written approval, may make changes to an Attachment authorized hereunder provided the change does not involve any change in the position of any PG&E equipment or facilities or third party equipment or facilities.

(l) In the event that PG&E must rearrange any existing attachments to accommodate a new or modified Attachment or Equipment by Licensee, then Licensee agrees to pay PG&E's costs, including PG&E's contractor, for said rearrangement promptly upon demand. Licensee understands that PG&E may, from time to time, have to rearrange Licensee's Attachments or Equipment for the provision of PG&E's electric utility service or to permit additional attachments in the Licensed Space. PG&E shall provide written notice to Licensee before Licensee's Attachment or Equipment is rearranged. When the rearrangement is being made to accommodate new or modified attachments for the provision of PG&E's electric utility service, Licensee will, upon demand, promptly pay its share of the rearrangement costs, which shall equal PG&E's total cost to rearrange non-PG&E attachments divided by the total number of attachments that are rearranged.

(m) In the event that PG&E, or a joint owner of a jointly owned Pole, must expand or replace an existing Pole (Replacement Pole) to accommodate a new or modified Attachment by Licensee, then Licensee agrees to pay the costs associated with the Replacement Pole. If PG&E notifies Licensee that a Replacement Pole is otherwise needed to permit additional attachments, then Licensee will fully cooperate with PG&E in connection with such changes, including promptly notifying PG&E of whether the Licensee desires to maintain its Attachment or Equipment. If Licensee elects to maintain its Attachment or Equipment, then Licensee will pay its share of the costs of the Pole expansion or replacement, including the costs associated with the change-out, as invoiced by PG&E.

(n) Licensee shall reimburse PG&E for any inspection fees within thirty (30) days of receiving an invoice from PG&E. If PG&E identifies any deficiencies as part of the inspection, PG&E will provide the Licensee with the inspection results.

8. REMOVAL OF AN ATTACHMENT OR EQUIPMENT FROM A POLE

(a) Licensee shall not remove any Attachment or Equipment from a Pole without PG&E's prior written approval. Licensee shall submit detailed information to PG&E concerning Licensee's plans for removing any Attachment or Equipment at least thirty (30) days prior to performing such Work. Provided Licensee has received PG&E's written approval of Licensee's plans to remove the Attachment or Equipment, Licensee may then remove the Attachment after giving PG&E at least forty-eight (48) hours prior written notice of the date and time such removal is to begin. Removal of an Attachment or Equipment from any Pole without PG&E's prior written approval (except for purposes of promptly replacing the Attachment with an identical Attachment) shall constitute a termination of Licensee's right to use such Pole and forfeiture by the Licensee of any Annual License Fee paid by the Licensee.

(b) PG&E may reclaim any space occupied by the Licensee upon written notification to Licensee that the space is needed so PG&E can provide utility services and Licensee's operations at this location will interfere with PG&E use and there are no other feasible alternatives, in PG&E's sole judgment, to meet PG&E's utility needs. In the case where PG&E has need of existing space which is occupied by the Attachment or Equipment of Licensee, PG&E must first give Licensee the option to pay for the cost of the rearrangement or expansion necessary to maintain its Attachment or Equipment.

(c) PG&E has the right, at any time, to remove a Pole from service or to require Licensee to remove its Attachment or Equipment from a Pole, and nothing in this Agreement shall be construed to limit PG&E's rights. PG&E may exercise these rights at any time and for any business reason including, without limitation, because Licensee's continued use of the Pole is inconsistent with PG&E's use of the Pole or for other business purposes, or with requirements placed on PG&E in connection with providing electric service or the taking by the power of eminent domain.

(d) Licensee shall complete removal of its Attachment within thirty (30) days of PG&E's written request to do so, unless a shorter time period is specified by PG&E based upon the circumstances. Licensee's removal of its Attachment or Equipment shall not be considered complete until Licensee has restored the Pole to its original condition, reasonable wear and tear excepted, except where PG&E notifies Licensee that restoration is unnecessary because the Pole is being removed from service or PG&E agrees otherwise. PG&E shall have the right to inspect and verify Licensee's removal of its Attachment. In the event that Licensee does not completely remove its Attachment within the time period specified by PG&E, then Licensee shall pay for any costs incurred by PG&E as a result of Licensee's failure to remove, including, but not limited to, any inspection, verification, or field visit costs incurred by PG&E. Licensee's failure to remove its Attachment within the time period specified by PG&E constitutes a material breach under this Agreement.

(e) When a Pole that contains an existing Attachment or Equipment is relocated or replaced by PG&E, and there is a suitable alternative location for a new Pole or an existing Pole which could be used by Licensee for its Attachment or Equipment, then PG&E and the Licensee

may agree that Licensee may so use the other location or Pole, and that Licensee may need to apply for electric service pursuant to PG&E's approved tariffs.

(f) When requested by PG&E, Licensee shall certify under penalty of perjury that its Attachment and Equipment are in service and in use. If Licensee fails to certify that its Attachment and Equipment are in service and in use, Licensee shall remove its Attachment and Equipment. Licensee's obligation to pay, as provided in this Section 8, shall apply. PG&E shall have the right to inspect and verify whether any of Licensee's Attachment and Equipment are in service and in use at the Licensee's sole risk and expense. In the event that PG&E determines that Licensee's Attachment or Equipment is not in service and in use, then the Licensee's Attachment or Equipment shall be removed, as provided in this Section 8, and Licensee shall be liable for all risks and costs associated with the removal

9. RESTORATION OR REPAIR OF A POLE

Restoration of PG&E's use of a Pole shall take priority over Licensee's restoration of its use; provided, however, that PG&E shall not unreasonably delay Licensee's opportunity to restore the use of its Attachment or Equipment. PG&E shall have the right to limit or prohibit any repairs to the Attachment or Equipment, if PG&E, in its sole judgment, determines that such repairs may interfere with PG&E's restoration activities. In addition, Licensee shall fully cooperate with PG&E if PG&E performs any repairs or other work on the Pole, which work may require a temporary shutdown of Licensee's Attachment and Equipment.

10. THIRD PARTY APPROVALS AND AUTHORIZATIONS

(a) Licensee represents and agrees that its Attachment or Equipment to the Pole and its use of its Attachment or Equipment, as well as its performance of its other obligations under this Agreement, shall comply with any and all "Applicable Requirements," as such Applicable Requirements may be supplemented, revised or amended in the future. Licensee further covenants and warrants that it will obtain, maintain and renew during the term of this Agreement, as necessary, any franchises, easements, licenses, permits, certificates, environmental approvals, rights, or grants from state, county, local or regulatory authorities and private owners of the Pole or any real property that are needed for an Attachment or to install any Equipment, as well as to operate or maintain them, within private or public rights-of-way. In addition, Licensee shall secure any needed private or public third party rights to install electric or communication lines related to the operation of its Attachment or Equipment. Licensee's failure to obtain or maintain in full force and effect any required approvals or authorizations shall constitute a material breach of this Agreement. In the event of such breach, PG&E may elect to terminate Licensee's Attachment Rights and Equipment Rights for any affected Pole, upon which Licensee shall immediately remove its Attachment and Equipment from the Pole. In the event Licensee fails to promptly remove its Attachment and Equipment, PG&E shall have the right to do so at Licensee's risk and expense.

(b) Licensee acknowledges that third parties have rights to portions of a Pole needed by Licensee to access or otherwise use its Attachment or Equipment, or that a Pole may be located on public or private property not owned by PG&E. This Agreement grants only the Attachment Rights and Equipment Rights expressly conveyed herein, and such rights do not include any rights to use any portions of a Pole not owned by PG&E, or any easements or right of way in, on or over public or private streets (whether within a city or not).

(c) Upon PG&E's written request, Licensee shall furnish proof that it is in compliance with this Section 10. If Licensee cannot provide adequate proof within fifteen (15) business days of a request by PG&E to furnish such proof, or any shorter period required by any regulatory or governmental entity requesting such proof, Licensee shall be in material breach of this Agreement. In addition to any other remedies available to PG&E at law or equity, PG&E may direct Licensee to promptly remove its Attachment and Equipment from each Pole for which such proof was sought but not provided. Further, PG&E reserves the right to remove the Attachment and any Equipment, at Licensee's sole risk and expense, if not removed by the Licensee within forty eight (48) hours of notification to do so. Licensee shall not reinstall its Attachment and Equipment without written approval from PG&E.

(d) Licensee's interest under this Agreement shall be and remain solely a revocable license for an Attachment and Equipment to a Pole. Any assertion, statement, or claim of rights by Licensee, or that Licensee has acquired an assignment, license, easement, lease, sublease or any form of transfer or conveyance of PG&E rights in, on, over, under, along, through or across private or public property, other than a revocable license for an Attachment and Equipment to the space owned by PG&E, shall constitute a default under this Agreement.

11. REGULATORY MATTERS

(a) Each license granted under this Agreement will be subject to CPUC General Order No. 69-C, which is incorporated by reference herein.

(b) To the extent that this Agreement is subject to the jurisdiction of any regulatory authority, PG&E and Licensee acknowledge that this Agreement may be subject to such changes, modifications or termination as that regulatory authority may direct from time to time in the exercise of its jurisdiction. Notwithstanding this, Licensee represents that it is not aware of any facts that would justify a complaint to the CPUC, FCC or any other regulatory authority concerning the prices, terms or conditions of this Agreement.

12. INDEMNIFICATION AND LIMITATION OF LIABILITY

(a) Licensee shall indemnify, defend and hold harmless PG&E, its parent company, affiliates, directors, shareholders, invitees, employees, agents, contractors, successors and assigns, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, or any fines, penalties, or interest caused by, arising from or in any way connected with or relating to (i)

Licensee's breach of any obligation, duty, representation or warranty contained in this Agreement, or (ii) any act or omission by Licensee, or by any of Licensee's employees, agents, contractors, affiliates, or invitees in connection with this Agreement, or (iii) damages in any way connected with Licensee's Attachments or ancillary Equipment, or (iv) any Work performed by Licensee, or its employees, agents, or contractors, or (v) claims, including claims related to wildland fires, arising from the failure of a Pole on which Licensee has an Attachment where such Attachment caused, or is alleged to have caused or contributed to the loading on the Pole to be out of conformance with any Applicable Requirement (including, but not limited to, General Order 95), notwithstanding circumstances where PG&E may be alleged or determined to have been contributorily, concurrently, or jointly negligent (which shall not include gross negligence or willful misconduct) and that this was the direct or proximate cause of any such damage or injury. The obligations of Licensee under this Section 12 shall arise at such time, if any, that any claim is made, or loss is incurred by PG&E, and the entry of judgment or the litigation of any claim shall not be a condition precedent to the obligations of Licensee hereunder.

(b) Licensee shall promptly notify PG&E of the existence of any matters to which Licensee's defense and indemnity obligations apply. Licensee shall defend at its own expense with mutually acceptable counsel any such matter; provided that PG&E shall at all times also have the right to fully participate in the defense and consent to any settlement or compromise.

(c) IN NO EVENT SHALL PG&E BE LIABLE TO LICENSEE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF CUSTOMERS OR GOOD WILL, OR LOST REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS HEREUNDER, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF. FURTHER, PG&E'S AGGREGATE LIABILITY SHALL BE LIMITED TO THE TOTAL AMOUNT OF LICENSE FEES RECEIVED BY PG&E UNDER THIS AGREEMENT.

(d) In addition, Licensee agrees that PG&E shall not be liable for any damage or injury of any kind or nature to any Attachment, Equipment, custom poles, fixtures or site improvements of Licensee or to Licensee's employees, agents, servants, or independent contractors or any other third party invitees of Licensee, notwithstanding the circumstances that PG&E may be alleged or determined to have been contributorily, concurrently, jointly, independently, or solely negligent (which shall not include gross negligence or willful misconduct) and that this was the direct or proximate cause of any such damage or injury.

13. TITLE AND RISK OF LOSS

(a) PG&E's ownership interest in any Pole shall not be affected by Licensee's Attachment or Equipment to the Pole.

(b) Except as otherwise provided for herein, Licensee shall retain its ownership of the Attachment and any Equipment at all times.

14. INSURANCE

(a) At all times during the term of this Agreement, Licensee shall maintain at its own expense, and shall require its subcontractors that perform any Work pursuant to this Agreement to also maintain, insurance coverage as described below with insurance companies authorized to do business in the state of California, with an A.M. Best's Insurance Rating of not less than A-, VII. In no way do these minimum insurance requirements limit or relieve Licensee of the obligations assumed elsewhere in the Agreement, including but not limited to Licensee's defense and indemnity obligations:

Workers' Compensation Insurance with statutory limits, as required by the state having jurisdiction over Licensor's employees, and Employers' Liability Insurance with limits of not less than:

- (i) Bodily Injury by accident- \$1,000,000 each accident
- (ii) Bodily Injury by disease- \$1,000,000 policy limit
- (iii) Bodily Injury by disease- \$1,000,000 each employee.

Commercial General Liability Insurance, written on an occurrence and not claims-made basis, covering all operations by or on behalf of Licensee arising out of or connected with this Agreement, including coverage for bodily injury; property damage; product/completed operations liability; and (i) liability of Licensee that would be imposed without the Agreement or (ii) liability assumed by the Licensee in a contract or agreement that is an "insured contract." Such insurance shall maintain a per occurrence limit of not less than five million dollars (\$5,000,000) and ten million dollars (\$10,000,000) in the aggregate. Such insurance must not exclude coverage due to wildfires or for firefighting expense. The requirements of this paragraph may be met by any combination of primary and excess/umbrella liability coverage.

Commercial Automobile Liability Insurance covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the use of Licensee's owned, non-owned and hired automobiles.

Umbrella/Excess Liability Insurance, written on an occurrence and not claims-made basis, providing coverage excess of the underlying Employers' Liability, Commercial General Liability, and Commercial Automobile Liability insurance, on terms at least as broad as the underlying coverage, with limits of not less than \$18,000,000 per occurrence and in the aggregate.

(b) Primary Insurance/Waiver of Subrogation/Additional Insured. The insurance policies required above shall apply as primary insurance to, without a right of contribution from, any other insurance or self-insurance program maintained by or afforded to PG&E, its parent and subsidiaries, and their respective officers, directors, shareholders, agents, and employees, regardless of any conflicting provision in Licensee's policies to the contrary.

To the extent permitted by Applicable Law, Licensee and its insurers shall be required to waive all rights of recovery from or subrogation against PG&E, its parent and subsidiaries, and

their respective officers, directors, shareholders, agents, employees and its' insurers on the insurance policies required above.

The Commercial General Liability and Umbrella/Excess Liability insurance required above shall name PG&E, its parent and subsidiaries, and their respective officers, directors, shareholders, agents and employees, as additional insureds for liability arising out of the acts or omissions of Licensor, its employees or agents.

(c) Insurance Certificate. At the time the Agreement is executed, and prior to any Attachment or the installation of any Equipment upon a Pole, and within five (5) business days after coverage is renewed or replaced, Licensee shall furnish to PG&E certificates of insurance evidencing the coverage required above. PG&E uses a third party vendor, Exigis, to confirm and collect insurance documents. Licensee and its insurance broker will be required to register as "service provider." Certificates of insurance and endorsements shall be signed and submitted by a person authorized by that insurer to bind coverage on its behalf, and submitted through the Exigis website at: <https://prod1.exigis.com/pge>. Helpline: 1 (888) 280 0178.

Certificate Holder
Pacific Gas and Electric Company
c/o Exigis
<https://prod1.exigis.com/pge>.

(d) All deductibles, co-insurance, and self-insured retentions applicable to Licensee's insurance above shall be paid by Licensee. Licensee shall provide PG&E with at least thirty (30) days' prior written notice in the event of cancellation of coverage. PG&E's receipt of certificates that do not comply with the requirements of this Section 14, or Licensee's failure to provide certificates, shall not limit or relieve Licensee of the duties and responsibility of maintaining insurance in compliance with the requirements in this Section 14 and shall not constitute a waiver of any of the requirements in this Section 14. Failure to provide and maintain such insurance shall constitute a default under this Agreement.

15. TERMINATION RIGHTS

(a) In addition to its other termination rights contained herein, PG&E may terminate this Agreement, any Attachment and Equipment authorized pursuant to this Agreement, or the right to file an RFA - CMRS for a new Attachment and Equipment, at any time during the term of this Agreement by giving Licensee at least thirty (30) days, or such shorter period as may be required by the CPUC or by any governmental authority or property rights holder, prior written notice to that effect. At the expiration of the thirty (30) day notice period for termination of this Agreement, all rights of Licensee hereunder to use the Poles affected by the notice of termination shall end.

(b) In addition to the preceding termination right, if Licensee defaults in any of its obligations under this Agreement PG&E may terminate this Agreement and/or any and all permissions or approvals hereunder pursuant to Section 16 below.

(c) Unless otherwise specified in a notice of termination by PG&E, Licensee shall remove the Attachment and Equipment and restore the Pole, in accordance with Section 8, within thirty (30) days of any termination, cancellation or expiration of its rights to use a Pole.

16. EVENTS OF DEFAULT

(a) In addition to the other events of default specified herein, if Licensee fails to fully perform any of its obligations under this Agreement, then PG&E shall have the right to declare such failure to be an event of default hereunder. Licensee will have 30 days from the date of the default to cure the default to PG&E's satisfaction, except for a failure by Licensee to fully comply with any Applicable Requirements or where such failure raises safety concerns in PG&E's sole judgement.

(b) The occurrence of any of the following events shall constitute an event of default by Licensee 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.

(c) In addition to any other rights of PG&E hereunder or at law or equity, if the Licensee fails to cure a default to PG&E's satisfaction by the end of the cure period specified in section 16.a, then PG&E may elect to: (1) cure the event of default at Licensee's sole risk and expense, and Licensee, on demand, will reimburse PG&E for the entire expense thereby incurred or (2) terminate the Attachment and Equipment and require that Licensee remove the terminated Attachment and Equipment in accordance with Section 8.

(d) In addition to the above remedies for an uncured default, PG&E shall have the right to immediately suspend Licensee's ability to make new Attachments or Equipment pursuant to this Agreement until Licensee establishes the event of default has been cured to PG&E's satisfaction.

(e) The above remedies in the event of a default shall not limit PG&E'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 Section 17.

(f) If PG&E fails to comply with a term or condition of this Agreement, Licensee shall provide written notice to PG&E of such non-compliance. PG&E shall then have thirty (30) days from receipt of such notice to reasonably cure such non-compliance. If such a cure is not completed within the thirty (30) day period, or if a cure is not possible within such thirty (30) day period and PG&E has not taken steps to effect such cure, then Licensee may pursue its legal remedies relating to such non-compliance.

17. DISPUTE RESOLUTION

(a) Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 17. To be eligible for resolution under this Section 17, all disputes concerning payments must be invoked within sixty (60) business days of the payment due date.

(b) PG&E and Licensee shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between an authorized representatives of each of the Parties. Any dispute which cannot be resolved between the authorized representatives shall be referred to an officer or designee, of each of the Parties for resolution. PG&E or Licensee may give the other Party written notice of any dispute. Within twenty (20) days after delivery of such notice, the designated parties 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) days of the first meeting, the Parties will consider and decide whether the dispute should be submitted to mediation.

(c) All negotiations and any mediation conducted pursuant to this Section 18 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152.5 of the California Evidence Code shall apply, which section is incorporated in this Agreement by reference.

(d) Notwithstanding the foregoing provisions, either PG&E or Licensee may seek immediate equitable relief, a preliminary injunction or other provisional judicial remedy.

(e) PG&E and Licensee shall continue to perform their obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

(f) If PG&E and Licensee, after good faith efforts to resolve a dispute under the terms of this Agreement (as provided in Subpart b above), cannot agree to a resolution of the dispute, either party may pursue whatever legal remedies may be available to such party, at law or in equity, before a court of competent jurisdiction and with venue in Los Angeles County, California.

18. TAXES AND LIENS

(a) Licensee shall pay when due any and all taxes or assessment resulting from any Attachment or Equipment on any Pole including, but not limited to, special assessments and governmental 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 PG&E's facilities, or against Licensee's business and shall keep PG&E's property and facilities, including any Poles, free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use, occupancy, or maintenance of PG&E's facilities or property 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, PG&E shall have the right to pay the same and invoice Licensee for the amount thereof and Licensee shall pay the same upon demand together with interest at the maximum rate allowed by law from the date of such expenditure by PG&E.

(b) In addition, Licensee shall reimburse PG&E for any increases in taxes levied against any Pole directly attributable to an increase in the assessed book or market value of any Pole as a result of the improvements constructed thereon or replacement thereof by Licensee, any fee, tax, or other charge that a federal, state or local government may assess against PG&E for occupancy or use of a Pole by Licensee, and any amount of increase in the amount of PG&E's tax liability determined by the Internal Revenue Service to result from the attachment of Licensee's Attachment or Equipment on any Pole (or any modifications to and/or replacements of a Pole by Licensee). PG&E shall send Licensee an invoice documenting any taxes or assessment due hereunder and the Licensee shall reimburse PG&E in accordance with Section 18.

19. PAYMENT OF INVOICES

All amounts payable to PG&E under the provisions of this Agreement shall, unless otherwise specified, be due and payable within thirty (30) days of the invoice date. If full payment is not received by PG&E by the payment due date, then interest shall be charged by PG&E on any unpaid amount at the rate of 1.5% per month until payment in full is made. Nonpayment of any amount when due shall constitute a default of this Agreement.

Payments should be made to PG&E at the following address:

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

20. NOTICE

Notices hereunder must be in writing and transmitted by United States mail or by personal delivery to PG&E. Such notices shall be deemed given: (a) upon receipt in the case of personal delivery or confirmed facsimile transmittal; (b) two (2) days after it is sent by certified mail, with a return receipt requested, (c) three (3) days after deposit in the mail, or the next day in the event of overnight delivery

If to PG&E:

Pacific Gas and Electric Company
Attn: Manager – Joint Utilities – Tenant
Program
1850 Gateway Blvd.
Concord, CA 94520
Telephone: (925) 270-2729

If to _____

Attn: _____
Telephone:
Fax:

21. DISCLAIMER

PG&E MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER CONCERNING THE AVAILABILITY, SUITABILITY OR CONDITION OF ANY POLE. PG&E MAY DETERMINE, IN ITS SOLE DISCRETION, THAT ANY REQUESTED POLE IS NOT AVAILABLE OR SUITABLE FOR AN ATTACHMENT OR EQUIPMENT. FURTHERMORE, IT IS SPECIFICALLY UNDERSTOOD AND HEREBY ACKNOWLEDGED BY LICENSEE THAT ANY POLE MADE AVAILABLE HEREUNDER, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, WILL BE PROVIDED BY PG&E ONLY ON AN "AS-IS" BASIS AND WITHOUT ANY WARRANTY BY PG&E ABOUT THE CONDITION OF THE POLE OR ITS SUITABILITY FOR LICENSEE'S PURPOSES. FURTHER, LICENSEE'S RIGHTS HEREUNDER SHALL BE SUBORDINATE TO PG&E'S USE OF THE POLE FOR UTILITY AND OTHER SERVICES AND SUBJECT TO ANY EXISTING USES OF THE POLE AND ANY CONTIGUOUS PROPERTIES.

22. GENERAL PROVISIONS

(a) Maintenance of Records by Licensee. For the term of this Agreement and for one (1) year after its termination, Licensee shall maintain records sufficient to demonstrate to PG&E whether Licensee is in full compliance with the requirements of this Agreement. Licensee shall promptly comply with any request by PG&E for such records.

(b) Notices, Review or Inspection Rights of PG&E. Any notices, review or inspection by PG&E, whether made or not, shall not relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement. Licensee further agrees not to hold PG&E liable for any loss or damages from any notices, review or inspection by PG&E, or PG&E's failure to notify, review or inspect, and to indemnify PG&E under Section 12 from any third-party claim that PG&E's notices, review or inspection, or failure to notify, review or inspect resulted, directly or indirectly, in any loss or damage.

(c) California Law. This Agreement, and performance pursuant to it, shall be governed, interpreted, construed, and regulated by the laws of the State of California.

(d) Assignment. PG&E may sell, convey, assign or otherwise transfer, in whole or in part, its interest in this Agreement at any time without the consent of Licensee. Licensee may not assign, transfer, sublease, or sublet any right, obligation, or privilege given to it hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

(e) Interpretation. The language of each part of this Agreement shall be construed simply and according to its fair meaning, and shall not be construed either for or against either Party.

(f) Nature of Rights. Nothing in this Agreement shall obligate PG&E to grant Licensee permission to use any Poles in the future or to provide permission to use other Poles under the same terms and conditions as set forth in this Agreement. Nothing in this Agreement shall preclude PG&E from granting any third-party permission to use available capacity on a Pole in ways that do not interfere with the rights granted to Licensee under this Agreement.

(g) Invalidity of Provisions. To the extent that any terms or provisions of this Agreement shall be finally determined by a court of competent jurisdiction to be invalid, (i) such invalidity shall not affect, release or modify any other terms or provisions, and (ii) in lieu of each such provision which is invalid, illegal or unenforceable, there shall be substituted or added as part of this Agreement a legal, valid and enforceable provision which shall be selected to be as similar as possible, in achieving the economic and business objectives of the Parties, to such illegal, invalid or unenforceable provision.

(h) Non-Waiver. The failure of PG&E to enforce any provision of this Agreement or the waiver thereof in any instance, 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) Incorporation Clause. This Agreement, including attached Exhibits, incorporates all the covenants and understandings between PG&E and Licensee regarding the subject matter of this Agreement. No other verbal agreements or understandings exist between the Parties nor shall any be binding upon either PG&E or Licensee unless reduced to writing and signed by the Parties. Any addition, variation or modification to this or any other Agreement shall be ineffective unless made in writing and signed by the Parties.

(j) Radio Frequency Emission ("RFE") Compliance. Licensee shall be responsible, at its sole cost and expense, for ensuring compliance with all regulations relating to RFE. Licensee shall provide PG&E with site-specific RFE exposure guidelines for personnel working in proximity to an Attachment, and a certificate that the Attachment, when analyzed in conjunction with any other Equipment at or near the Pole, will be in compliance with any applicable RFE standards. Such certificate shall be prepared by a qualified radio frequency engineer at least thirty (30) days prior to initiation of the installation. If Licensee desires to make

any changes to its Attachment or Equipment, then Licensee shall provide PG&E with a new certificate at least thirty (30) days prior to such change. PG&E will cooperate with Licensee, where possible, to allow Licensee to place required signage on a Pole where this is necessary to comply with RFE regulations. In addition, Licensee shall use its best efforts to minimize the RFE impact on health of workers and on future uses of the Pole.

(k) Electric and Magnetic Fields. In recent years there have been numerous scientific studies about the effects of electric and magnetic fields ("EMF"). This information will be made available to the Licensee upon request.

(l) Performance in Stead. Should Licensee fail to make any payment or perform any act or obligations required under this Agreement, then PG&E, at its option (without any obligation to do so and without releasing Licensee from any consequences hereunder due to its failure to perform as required hereunder) may: (i) make such payment or perform such act or obligation in such manner and to such extent as PG&E may deem necessary to protect PG&E's rights; (ii) commence, appear in and defend any action or proceeding purporting to affect PG&E's rights or interests; (iii) pay, purchase, contest or compromise any encumbrance, charge or lien which, in the sole judgment of PG&E affects or may affect PG&E's rights or interests; and (iv) in exercising any such powers, incur any liability and expend such reasonable amounts as PG&E, in its sole discretion, may deem necessary. Licensee shall promptly reimburse, defend, and indemnify PG&E against all liability, loss, cost or expense arising from its performance pursuant to this provision.

(m) Exhibits. Exhibits referenced herein are incorporated by said reference and may only be modified as described herein or by a written agreement of the Parties. Specifically included as exhibits to this Agreement hereto are:

Exhibit A: Request for Access - CMRS
Exhibit B: Schedule of Fees

(n) Confidentiality. Notwithstanding any language to the contrary in any applicable non-disclosure or confidentiality agreement between the Parties,. PG&E may, without the prior consent of the Licensee, provide confidential or proprietary information related to this Agreement to a governmental or regulatory entity that requests such information.

SIGNATURES

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

[LICENSEE], a _____	PACIFIC GAS AND ELECTRIC COMPANY, a California corporation
By:	By:
Print:	Print:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A
APPLICATION FOR POLE & CONDUIT ATTACHMENT
TELCO CONTACT PERMIT – CMRS



WM Notification No. _____

PART 1 REQUEST FOR ACCESS BY APPLICANT (To PG&E)

PG&E – Joint Utilities Department
850 Stillwater Rd
West Sacramento, CA 95605

Date _____
Overhead License Agreement _____
Prior Agreement Number _____
Application Number _____
Applicant Job Number _____

Permittee Company _____

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.

Requestor Company _____ Phone _____

Address _____

Requestor Authorization Signature _____ Email _____

Requestor Authorization Name _____ Title _____

ATTACHMENTS APPLIED FOR UNDER THIS APPLICATION

Pole contacted by Antenna? Total vertical feet of Pole used for Telco equipment (Antenna / Equip) _____

Riser installed for Antenna?

PART 2 FINAL AUTHORIZATION BY PG&E (To Permittee)

PG&E Authorization Signature _____ Date _____

PG&E Authorization Name _____ Title _____

PG&E Job No(s) _____ Contact Permit No. _____

PART 3 NOTICE OF COMPLETION BY APPLICANT (To PG&E Area Telco Project Manager with 10 days after completion)

Permittee Authorization Signature _____ Date _____

Permittee Authorization Name _____ Title _____

Notes: _____

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, overlap 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).
7. Applicant Field Data Sheet must be included with application
8. Failure to respond to PG&E requests for information after application submittal may result in a rejection of the application.

EXHIBIT B

SCHEDULE OF FEES



OVERHEAD FACILITIES ESTIMATED UNIT COST MAKE READY & REARRANGEMENT WORK

Process Fees (Based on Poles/Application Package)

Year	2014	2015	2016	2017	2018
1 - 49 Poles	\$214	\$214	\$222	\$231	\$231
50 - 99 Poles	\$277	\$277	\$288	\$300	\$300
100 - 199 Poles	\$554	\$554	\$576	\$599	\$599
>200 Poles	\$660	\$660	\$686	\$714	\$714

Map Fees

Year	2014	2015	2016	2017	2018
Mapping Hourly Rate	\$99	\$103	\$107	\$111	\$116

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 (estimate) actual costs will be billed

Year	2014	2015	2016	2017	2018
Engineering Hourly Rate	\$138	\$144	\$149	\$155	\$161
Pole loading Calc/Pole	\$159	\$165	\$172	\$179	\$186
Pole Replacement Estimating/Pole	\$1104	\$1152	\$1192	\$1240	\$1288

Construction Facility Rearrangements Cost \$/Crew day

Year	2014	2015	2016	2017	2018
4 man Construction Crew	\$6848	\$7122	\$7407	\$7703	\$8011

Construction figures do not include engineering. Connection fee for OH svc 1 employee, up to 1hr travel time
4man crew figures are based on 8-hour work day

Construction Pole Replacement \$/pole (estimate) actual costs will be billed

Year	2014	2015	2016	2017	2018
City and County of San Francisco (Area 1)	\$20,300	\$21,112	\$21,956	\$22,834	\$23,748
Bay Area/Peninsula (San Mateo and Santa Clara Counties) (Areas 1, 3)	\$20,300	\$21,112	\$21,956	\$22,834	\$23,748
Bay Area/East Bay (Alameda, Contra Costa and Marin Counties) (Areas 2, 7)	\$20,300	\$21,112	\$21,956	\$22,834	\$23,748
Outside Bay Area (Area 3 South; Areas 4, 5, 7)	\$16,500	\$17,160	\$17,846	\$18,560	\$19,302
Transmission Poles (All Areas)	\$25,000	\$26,000	\$27,040	\$28,121	\$29,246

Rates are based on PG&E's actual system average pole replacement cost. In heavy vegetation areas expect significant increase.

Project Management

Year	2014	2015	2016	2017	2018
Project Management Hourly Rate	\$105	\$109	\$114	\$118	\$122

All dollar figures are based on PG&E's actual standard labor cost.
2015 - 2018 rate is forecasted to include 4% escalation rate.

Engineering Advance

Licensee shall remit a \$2,500 engineering advance with each RFA-CMRS. PG&E shall provide Licensee a receipt for such advance within seven (7) business days. The amount of the engineering advance is subject to increase by PG&E at any time. PG&E will apply the engineering advance to the cost of the work order. Any RFA-CMRS submitted by Licensee to attach to the same Pole after expiration of the above 12-month period will also require the submittal of a new engineering advance.



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 rate 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):

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

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]