



REAL ESTATE OPERATIONS

Facsimile Transmission Cover Sheet

EB-5

Date: 1/27/98

Page 1 of three (3) (Includes cover sheet)

SAN DIEGO GAS & ELECTRIC COMPANY

P.O. Box 1831

San Diego, CA 92112-4150

TO: **Jim Lovewell &
Richard Chuck**

COMPANY: **City of San Diego**

FAX No.: **236-6706 & 525-8693**

Phone No.: **236-6792 & 525-8655**

cc:

FROM: **Ruth Besecker Love**

FAX No.: **(619) 696-2595 or 2369**

Phone No.: **(619) 696-2481**

REMARKS: ☐ Urgent ☐ Reply ASAP ☐ Please Comment ☐ FYI/Review

Per our conversations today, enclosed is a letter from SoCal Gas detailing their requirements to install equipment within our building at Mt. Woodson. Our permit from the City requires City's approval to any such arrangement. I understand you will be visiting the site tomorrow. I hope this letter is sufficient. Please advise regarding any questions and how I am to proceed. Thanks.

IF THERE IS A PROBLEM WITH TRANSMISSION, PLEASE CALL RUTH LOVE AT (619) 696-2481 or SUPPORT STAFF at 696-2408.

Confidentiality Note: This facsimile contains privileged communications and/or confidential information intended only for the use of the recipient named above. Reading, disclosure, discussion, dissemination, distribution, or copying of this information by anyone other than the intended recipient or his/her employees or agents is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

Love, Ruth B.

From: Calcagno, Mike
Sent: Monday, January 12, 1998 1:07 PM
To: Love, Ruth B.
Cc: Berrier, Alan S.
Subject: RE: Request to sublease space at Mt. Woodson from SoCal Gas

Hi, Ruth,
PE will provide floorplan and tower drawings that we could include in the lease paperwork. This request is approved.

Mike Calcagno
Supervisor
Telecommunications Planning & Design
Phone: (619) 260-6704
FAX: (619) 260-6708
Pager: (619) 626-6800

From: Love, Ruth B.
Sent: Monday, January 12, 1998 10:43 AM
To: Calcagno, Mike
Cc: Berrier, Alan S.
Subject: Request to sublease space at Mt. Woodson from SoCal Gas

I've receive a written request from SoCal Gas to sublease space at Mt. Woodson. Alan Berrier has previously discussed this w/you. The purpose of this note is to request your written confirmation that the request does not conflict with existing or planned SDFG&E telecom operations. If you approve, I will contact City of San Diego to negotiate sublease requirements. The equipment requested is:

1. Three (3) rack spaces of 24" by 24" by 92" to hold:
 - 2 Harris Farinon Megastar 155 radio equipment;
 - 1 dc power plant consisting of c & d Ratelco AAGM power plant with 200 amp hours of battery back up.
2. Antennae: one (1) 10-foot dish and two (2) six-foot dishes
3. Charge power requirements: 2 each 200 VAC 20 amp. circuits for 2 each Ratelco 50 amp charger modules.

They wish to install by 4/1/98.

Please send a note back to me concerning your approval or disapproval of this request.

Thanks,

Ruth

**THE CITY OF SAN DIEGO**

**San Diego Gas & Electric Company
Attention: Ruth Love via Facsimile**

March 5, 1998

Dear Ruth:

The City's communications division has reviewed your request to add additional equipment at the Mt. Woodson communications site. We see no problem with the installation. We would request that any final drawings be shared with us so that accurate tower drawings can be maintained. In addition, we would request that we be notified before actual RF carriers are placed on the air so that we can check for any interference.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Chuck".

**Richard Chuck
Senior Communications Engineer**



Information Technology and Communications

Communications Division • 1220 Camino Centro • San Diego, CA 92102

Tel (619) 525-8650 Fax (619) 525-8693

LICENSE AGREEMENT

between

SAN DIEGO GAS & ELECTRIC COMPANY

and

SOUTHERN CALIFORNIA GAS COMPANY

COMMUNICATIONS SITE LICENSE AGREEMENT

THIS COMMUNICATIONS SITE LICENSE AGREEMENT (hereinafter "License") is made and entered into as of this 27 day of April, 1998, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a California corporation, hereinafter called "LICENSOR," and SOUTHERN CALIFORNIA GAS COMPANY, a California corporation, hereinafter called "LICENSEE".

In exchange for the payment of consideration by LICENSEE, and performance of the conditions and covenants herein contained, LICENSOR hereby extends a license to LICENSEE to use LICENSOR's property as follows:

1. **LICENSED PREMISES:** LICENSOR occupies the real property described in Exhibit "A" attached hereto pursuant to a Use and Occupancy Permit (Use Permit) issued to LICENSOR from the City of San Diego (City) dated September, 1988. A copy of the Use and Occupancy Permit is marked Exhibit "B" attached hereto and incorporated herein by this reference. The Use Permit provides that LICENSOR may subpermit a portion of the property with the approval of the City by and through the office of the City Manager. Subject to the approval of said City Manager and subject to the following terms and conditions and for so long as said Use Permit is in full force and effect, LICENSOR licenses to LICENSEE that portion of LICENSOR's property ("LICENSOR's Property" or "Property") depicted in Exhibit "C" attached hereto, including the rights of reasonable ingress and egress pursuant to the Use Permit for the purposes of construction, maintenance and operation of LICENSEE's facilities to be constructed thereon described as follows:
 - a. Three (3) rack spaces of dimensions of 24" by 24" by 92" to accommodate not more than two (2) Harris Farinon Megastar 155 radio equipment, one (1) dc Power Plant consisting of c & d Ratelco AGM power plant with 200 amp hours of battery back-up; and
 - b. One (1) 10-foot dish and two (2) six-foot dishes to be mounted to LICENSOR's existing antenna; and
 - c. The following described antenna azimuths: Andrew UHX10-059H RF 40-foot centerline 334.707 degrees Azimuth; Andrew UHX 6-59H RF 60-foot centerline 334.707 degrees Azimuth; and Andrew UHX6-59H RF 50-foot centerline 269.72 degrees Azimuth; and
 - d. Two (2) each 200 VAC 20 Amp circuits for two (2) each Ratelco 50 amp charger modules

Licensee's Facilities shall operate at 6345.490 megahertz and 6386.19 megahertz, and shall be constructed, placed, and maintained as set forth on the diagram marked Exhibit "C" attached hereto and the area whereon said facilities are placed may be referred to hereinafter in this agreement as the LICENSED PREMISES.

2. Term of License: The initial term of the License for the LICENSED PREMISES shall be five (5) years commencing on the date LICENSEE shall request entry (or possession) of the LICENSED PREMISES as provided in section 4 following (the "Commencement Date - Possession"), and terminating one day prior to the fifth anniversary of the Commencement Date - Possession, unless sooner revoked or terminated or extended as herein provided. LICENSEE shall confirm the Commencement Date - Possession in writing.
3. Extension of Term: Provided LICENSEE is not otherwise in default of any provisions of this Agreement, LICENSEE shall have the right to extend the initial term of this License for one (1) extended term of five (5) years after the expiration of the initial term hereof under the same terms and conditions set forth herein. The term will automatically be extended unless LICENSEE notifies LICENSOR in writing of LICENSEE's intention not to extend at least ninety (90) days prior to the expiration of the initial term. The initial term or any extended term are referred to as the "Term."
4. Right to Enter: LICENSEE shall have the right, commencing upon the full execution and delivery of this License, to enter upon the Property for the sole purpose of making necessary engineering surveys, site inspections, and other reasonably necessary tests, all at LICENSEE's sole cost and expense. LICENSEE agrees to indemnify, defend and hold LICENSOR, its shareholders, officers, directors, parent companies, subsidiaries, affiliates, employees, agents, or other licensees together with the City of San Diego and its employees, (collectively for all purposes in this License called the "Indemnified Parties"), harmless from and against any and all demands, claims, suits, costs of defense, reasonable attorneys' fees, witness fees, including expert witness fees, liability, loss, costs, obligations or other expense for damage to property or for injury to or death of any persons in any manner arising out of or resulting from such testing, inspecting and surveying by LICENSEE. During all such events of entry, LICENSEE shall have insurance as set forth herein, will notify LICENSOR of any proposed tests or pre-construction work, and will coordinate the scheduling of same with LICENSOR. LICENSEE further agrees not to interfere with LICENSOR's and its agents' and permittees' use of the Property and any nearby or adjoining property or to obstruct or hinder any traffic flow thereon or thereto during said testing, inspecting and surveying, and not to damage any of the improvements thereon. Any damage caused or done by LICENSEE to the Property and/or the nearby or adjoining property and/or the improvements on either shall be repaired by LICENSEE at LICENSEE's sole cost and expense. If LICENSEE determines that the LICENSED PREMISES are unsuitable for LICENSEE's contemplated use, then LICENSEE will notify

LICENSOR not later than sixty (60) calendar days from the date of execution of this License of LICENSEE's determination, whereupon this License shall be void, and the parties shall have no obligations whatsoever to the other.

5. Consideration for License: LICENSEE shall pay to LICENSOR without deduction, demand or set-off, in advance, an annual license fee of Thirteen Thousand Two Hundred Dollars (\$13,200.00). It is the parties' intent that consideration shall be deferred following the Commencement Date - Possession until the date upon which LICENSEE shall have obtained all permits necessary for the operation of the LICENSEE Facilities but that deferral of consideration shall not in any event extend beyond ninety (90) calendar days past the Commencement Date - Possession. This date shall be the "Commencement Date - Consideration," and the consideration shall be due and payable on or before said date and each anniversary date thereafter throughout the Term. As additional consideration for the granting of this License, LICENSEE shall also pay within thirty (30) calendar days of written notice from LICENSOR, a sum which represents thirteen percent (13%) of the maintenance charges submitted to LICENSOR from City pursuant to sections 16 and 19 of the Use Permit.

All consideration and/or fees shall be payable to LICENSOR at P. O. Box 1831, San Diego, CA 92112-4150; Attention: Accounts Receivable (EB-9C).

6. Adjustments to Base Annual Consideration: The annual consideration shall be increased on the first day of January each year so long as this License Agreement is in effect by a sum equal to four percent (4%) of the annual consideration paid during the immediately preceding calendar year or portion thereof. Notwithstanding any provision of this License to the contrary, the annual consideration shall additionally be adjusted to reflect the percentage increase in the Use and Permit fee charged to LICENSOR by the City of San Diego when and if said fee is increased. The Use Permit requires that the fee payable to City shall adjust in January, 1999. For example, if the annual fee currently payable from LICENSOR to City increases by 25% then the annual consideration payable from LICENSEE to LICENSOR shall be increased by 25% and the effective date of both increases shall be the same and may be retroactive regardless of the date notice of the increase is received by LICENSOR.

7. Use of LICENSED PREMISES:

- a. Permitted Uses: This License is non-exclusive and personal to the LICENSEE, and is valid for the following uses only: the erection, maintenance and operation by LICENSEE on the LICENSED PREMISES of those facilities described in section 1 hereof and referred to herein as "LICENSEE Facilities".
- b. Right to Construct: LICENSEE has the right to do all work necessary to prepare and maintain the LICENSED PREMISES to accommodate LICENSEE's uses permitted

hereunder. All of LICENSEE's construction and installation work shall be performed at LICENSEE's sole cost and expense, in a good and workmanlike manner and in compliance with the Use Permit and all applicable laws and building codes. Provided, however, if at any time LICENSEE's installation or maintenance work shall require work in or around a facility owned and/or occupied by LICENSOR, LICENSEE shall not commence said installation or maintenance work unless and until an employee of LICENSOR is on site. Title to the LICENSEE Facilities shall be held by LICENSEE.

c. Right to Remove LICENSEE Facilities: All of the LICENSEE Facilities shall remain LICENSEE's personal property and are not fixtures. LICENSEE has the right to remove all of the LICENSEE Facilities at its sole expense on or before the expiration or earlier termination of the License, provided, however, if the LICENSEE Facilities are attached to any LICENSOR facilities on the PREMISES, then LICENSEE shall repair any and all damage to the LICENSED PREMISES caused by such removal, and if the LICENSEE Facilities shall be freestanding and not attached to any LICENSOR facilities, then LICENSEE shall restore the PREMISES to the condition the same were in at the beginning of the Term, normal wear and tear excepted.

d. Rights of Access, Ingress & Egress: Provided that no unreasonable inconvenience nor interference with LICENSOR's use and operation of any area surrounding or adjacent to the LICENSED PREMISES shall occur, and provided further that LICENSEE abides by LICENSOR's security procedures on the Property and the LICENSED PREMISES, and subject to LICENSOR's ability to reasonably change or modify access and the route(s) of ingress and egress throughout the Term hereof, LICENSOR shall provide access, ingress and egress to the LICENSED PREMISES to LICENSEE, and its employees, agents, contractors and subcontractors, twenty-four (24) hours a day, seven (7) days a week. LICENSOR represents and warrants that as of the Commencement Date - Possession, it has full rights of access, ingress to and egress from the LICENSED PREMISES, but LICENSOR makes no representation or warranty, express or implied, with regard to the absence of any third party claims or demands which may arise during the Term hereof with respect to said rights of access, ingress and egress.

e. Uses Subject to Permits: LICENSEE shall, prior to constructing LICENSEE Facilities, and at LICENSEE's sole cost and expense, make all applications for, obtain, and thereafter maintain throughout the Term, any and all licenses, permits, and any and all other necessary approvals that may be required for LICENSEE's intended use of the LICENSED PREMISES, including but not limited to any permits or approvals required by any governmental natural resources agency having jurisdiction over the LICENSED PREMISES. LICENSOR shall cooperate with LICENSEE in the application for any required licenses or permits, provided, however, LICENSOR shall be at no cost or expense therefor, and provided further that LICENSEE shall hold all Indemnified Parties hereto harmless and defend them from any costs or claims associated with the permitting process. 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 permits or licenses and which affect or apply to portions of the Property other than the LICENSED PREMISES.

8. Assignment: LICENSEE shall not assign or sublicense this License or LICENSEE's interest under the License without the prior written approval of LICENSOR. LICENSOR may withhold approval in its sole discretion.

LICENSOR may assign this License upon written notice to LICENSEE, subject to the assignee assuming all of LICENSOR's obligations herein.

9. Revocability:

- a. General Order 69-C: Notwithstanding any other provisions to the contrary, this License is expressly conditioned upon the right of LICENSOR to commence or resume the use of the LICENSED PREMISES 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 69-C or any revision thereof or amendment thereto by the Public Utilities Commission of the State of California.

LICENSOR shall therefore be entitled to revoke and thereby terminate this License at any time during the term hereof in accordance with the terms and conditions of General Order No. 69-C or any revision or amendment thereof. LICENSOR shall utilize its best efforts to provide LICENSEE with not less than six (6) months prior written notice of such revocation (the "Notice of Revocation"), unless the length of such Notice of Revocation shall contravene the terms of General Order No. 69-C, in which case LICENSOR shall provide LICENSEE with as much prior written notice as possible under the circumstances.

- b. Termination of Use Permit: This License shall be terminated immediately upon termination of the Use Permit granted LICENSOR by the City of San Diego without requirement of any advance notice thereof; provided, however, that LICENSOR shall provide said advance notice to LICENSEE if LICENSOR receives same or has actual knowledge of the same from the City of San Diego.

10. Termination: This License shall be terminated upon the expiration of thirty (30) days prior written notice as follows: (a) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, (subject, however, to the provisions of Sections 18 and 29 below); (b) by LICENSEE for any reason or for no reason, provided LICENSEE delivers written notice of termination to LICENSOR prior to the Commencement Date - Consideration; (c) by LICENSEE if it does not obtain or maintain licenses, permits or other approvals necessary to the construction, maintenance or operation of LICENSEE's Facilities; or (d) by LICENSEE if LICENSEE is unable to occupy or utilize the LICENSED PREMISES due to

ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or (e) by LICENSEE if LICENSEE determines that the LICENSED PREMISES are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference. The provisions of sections 19, 21 and 30, and the obligations of LICENSEE thereunder shall, however, survive any termination of this License.

11. Interference with Communications: The parties enter into this License Agreement upon the understanding that it is reasonable and likely that other telecommunications providers may seek similar agreements with LICENSOR or the City of San Diego for the use of other of LICENSOR's Property near or adjacent to the LICENSEE PREMISES. LICENSEE is aware of and acknowledges the provisions of section 2b of the Use Permit concerning City's intended use of the site. The parties further acknowledge and agree that no subsequent users of the LICENSOR Property shall be permitted to install and operate communications equipment in a manner as the same interferes with LICENSEE's operations. Accordingly, LICENSOR and LICENSEE establish within this License Agreement their agreements and procedures for insuring that any subsequent user shall not operate any communications equipment which interferes with LICENSEE's use.

a. For purposes of interpreting this Agreement, the term "Interference" shall mean: any noticeable or quantifiable degradation in system performance for the Use permitted herein, either actual once the system is in operation or predictable as such system is currently predicted to be used upon activation until such time as the system is in operation.

b. The LICENSEE Facilities shall not disturb the communications configurations, equipment and frequency which exist on LICENSOR's Property on the Commencement Date - Possession ("Pre-existing Communications"), and LICENSEE's Facilities shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). LICENSEE represents and warrants to LICENSOR that LICENSEE has obtained consents for its operations from the owners/operators of any Pre-Existing Communications.

c. With respect to any of LICENSOR's Property, LICENSOR shall not enter into any new license agreement or other contract with any other telecommunications provider proposing telecommunications use of LICENSOR's Property, including, without limitation, all telecommunications and other electronic users, (a "Subsequent User") until LICENSOR shall receive from LICENSEE a letter or other document signed by LICENSEE evidencing LICENSEE's consent to such subsequent use, provided that LICENSEE shall be entitled to withhold such consent only if Licensee reasonably determines that Interference is present or likely to result.

LICENSEE's consent may be in such form generally as is satisfactory to LICENSEE but it shall contain provision for the terms of its enforcement as between LICENSEE and the

Subsequent User and it shall further evidence the written agreement of both LICENSEE and the Subsequent User, for the benefit of LICENSOR, to indemnify, defend, release and hold LICENSOR harmless from and against any claims, losses, costs or expense arising from any matter between LICENSEE and the Subsequent User.

LICENSOR's sole obligations to LICENSEE regarding the process through which LICENSEE's consent may be forthcoming shall be limited to (i) LICENSOR informing LICENSEE of the identity of any proposed Subsequent User at such time it is reasonably probable to LICENSOR that the Subsequent User shall make an offer to license or otherwise use LICENSOR's Property, and (ii) LICENSOR not entering into any agreement with a Subsequent User until such time as LICENSEE either provides its approval in accordance with this section 11 or the time for LICENSEE to do so has expired. Upon receipt of said notice, it shall be the sole responsibility of LICENSEE to meet and confer with the proposed Subsequent User and determine if any interference may result from that subsequent use; provided, however, any review and determination by LICENSEE whether interference shall occur shall be made by LICENSEE with reference to industry conditions at the time, to a standard of reasonableness, and shall be confined to technical transmission matters and not with regard to any business considerations, including but not limited to the potential competition a new user may present to LICENSEE's operations.

LICENSOR shall not enter into any agreement with a Subsequent User until LICENSOR receives a copy of LICENSEE's consent thereto; provided, however, that if LICENSEE withholds such consent, it must provide, within twenty (20) days of the Subsequent User's original request for consent, technical data indicating that interference is or may be present. LICENSEE's failure to provide such data shall eliminate its consent right with respect to such proposed use, and, in such event, receipt of LICENSEE's consent shall not be a condition precedent to LICENSOR's ability to enter into an agreement with a Subsequent User.

d. The provisions of this section shall apply not only to Subsequent Users but also to modifications of any Pre-existing Communications and to modifications to the scope of any uses by a Subsequent User which shall have been previously approved by LICENSEE.

e. Notwithstanding the foregoing, any Pre-existing Communications operating in the same manner as on the Commencement Date - Possession (including without limitation those existing LICENSOR facilities) shall not be deemed interference and LICENSEE shall have no right under this Agreement to demand any modifications to such Pre-existing Communications.

12. Taxes: LICENSEE shall reimburse LICENSOR for taxes levied against improvements and personal property placed or constructed on the LICENSED PREMISES by LICENSEE. LICENSEE shall not be responsible for taxes levied against improvements and personal property placed or constructed on the LICENSED PREMISES by LICENSOR.

13. Notices: Notices to be given under the License shall be deemed given when placed by either party in the United States mail, postage prepaid, certified, or reliable overnight courier, and addressed to LICENSOR as follows:

San Diego Gas & Electric Company
Attention: Real Estate Operations Director
P. O. Box 1831
San Diego, CA 92112

Notices to be given to LICENSEE shall be addressed as follows:

Southern California Gas Company
Attn: Buildings & Real Estate 20G1
555 West Fifth Street
Los Angeles, CA 90013-1011 (personal delivery)

Box 3249
Los Angeles, CA 90031-1249
M.L.20G1 (mail)

LICENSOR or LICENSEE may from time to time designate any other address for this purpose, by written notice to the other party.

14. General Restrictions: No trailers or house trailers shall be parked in or on the LICENSED PREMISES. No storage parking shall be allowed on the LICENSED PREMISES unless specifically allowed elsewhere in this License. LICENSEE shall not live or reside on and shall not permit anyone, including its agents, servants, employees, contractors or any third person whatsoever, to live or reside on the LICENSED PREMISES. LICENSEE shall (a) at all times keep the LICENSED PREMISES clean, and free from rubbish, public nuisances, weeds, brush, flammable materials, growth, debris, and waste, and in a condition reasonably satisfactory to LICENSOR and (b) shall guard against erosion or fires occurring upon the LICENSED PREMISES.
15. LICENSOR's Use and Operations on the Property: Subject to its rights under this License, LICENSEE's use of the LICENSED PREMISES shall not interfere or conflict with LICENSOR's use and ownership of the LICENSED PREMISES and further shall be consistent with and in compliance with applicable provisions of the Use Permit. LICENSOR shall at all times have the right to enter and use the LICENSED PREMISES and/or Property for any purpose, including, but not limited to installation and maintenance of facilities and equipment at such locations and at such elevations as LICENSOR may or in the future deem advisable; provided, however, LICENSOR shall not permit itself, or other licensees of the Property to touch, move, alter, disturb or interfere with the LICENSEE

Facilities. LICENSEE accepts the LICENSED PREMISES subject to the foregoing and agrees that LICENSOR shall not be responsible or liable for any injury to or destruction of any property of LICENSEE or others using the LICENSED PREMISES caused by the installation, maintenance or repair of LICENSOR's facilities on the LICENSED PREMISES, unless caused by the negligence or willful misconduct of LICENSOR or its employees, agents or contractors. LICENSOR shall have the right to trim any trees, brush, or roots on the LICENSED PREMISES or the Property when necessary for the safety of its facilities.

16. **Alterations:** Except as expressly permitted in this License Agreement, LICENSEE shall not make or allow to be made any alterations to the LICENSED PREMISES. For those alterations and uses which are allowed by this License, LICENSEE shall not begin work until prior written consent for specific construction plans is obtained from LICENSOR, which consent will not be unreasonably withheld, delayed or conditioned, but which consent may be made or denied with reference to, but not in limitation of, the following factors: compatibility with LICENSOR's present or future uses of the Property, compatibility with surrounding land uses, and/or aesthetics. LICENSOR shall not receive any additional consideration in exchange for giving its consent to LICENSEE's plans. LICENSEE shall keep the LICENSED PREMISES free from, and shall defend the Indemnified Parties and hold them harmless from any liens or claims arising from such work performed, material furnished, or obligations incurred by LICENSEE, or arising from any taxes or assessments levied or assessed upon LICENSEE or the LICENSED PREMISES by reason of the use of, or anything done or permitted by LICENSEE upon such LICENSED PREMISES. LICENSEE shall have the right, in the manner prescribed by law, to contest the validity, nature or amount of any such lien but, and, upon the final determination of such questions, shall immediately pay any adverse judgment rendered with all property costs and charges and shall have the lien released at its own expense. If LICENSEE desires to contest any such lien, then prior to commencing such contest, it will furnish LICENSOR with a bond, if requested, to secure the payment of such obligation. LICENSEE shall obtain all appropriate governmental permits including, but not limited to, all necessary building and coastal permits, and shall maintain the same and be in strict compliance therewith throughout the Term hereof.

17. **Environmental Compliance:**

- a. **Environmental Laws-Definitions:** The term "Environmental Laws" shall include, without limitation, any federal, state, regional or local law, statute, ordinance, regulation, code, administrative rule, directive, policy, decision of the courts, guideline, permit or permit condition, or order, 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), including, without limitation, (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 43 U.S.C. §9601 et seq., (ii) the

Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., (iii) the Toxic Substances Control Act of 1976 (TSCA), 15 U.S.C. §2601 et seq., (iv) the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., (v) the Clean Water Act, 33 U.S.C. §1251, et seq., (vi) the Porter Cologne Water Quality Act, California Water Code §13000 et seq., (vii) the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code §25249.5 et seq., (viii) The Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code, §25300 et seq., (ix) The California Hazardous Waste Control Law (California Health & Safety Code, §15200 et seq., (x) The Occupational Safety and Health Act (29 U.S.C. §651 et seq.), and (xi) the California Occupational Safety and Health Act (California Labor Code §6300 et seq.), as the same may have been or may be amended from time to time, and the regulations promulgated pursuant to such laws, and the conditions of any permits, judgments, agreements or authorizations issued pursuant to any of such Environmental Laws, or issued to regulate the use of the LICENSED PREMISES.

b. 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 Law.

c. Continuing Obligations of LICENSEE and LICENSOR: The obligations of LICENSEE and LICENSOR under this Section shall survive the expiration or earlier termination of this License without any limitation, and shall constitute obligations that are independent and severable from covenants and obligations hereunder.

d. General Prohibition: Except as provided herein, LICENSEE will not conduct any Environmental Activity (as defined in the next sentence) on the LICENSED PREMISES or allow any other person or entity to do so during the Term of this License (including any period of early occupancy prior to the commencement of the License Term). For purposes of the License, the term "Environmental Activity" shall mean, without limitation, the use, generation, treatment, storage, handling, release, threatened release of any Hazardous Substance on, in, under or about the LICENSED PREMISES or the underlying ground water, or transportation to or from the LICENSED PREMISES of any Hazardous Substance, as such term is defined herein. Notwithstanding the foregoing prohibition, provided LICENSEE shall strictly comply with all applicable Environmental Laws and all other provisions of this Section 17, LICENSEE may, subject to prior written

notification to LICENSOR by written notice, and LICENSOR's subsequent written approval, use, store (but not treat, release or dispose of) upon and transport to and from the LICENSED PREMISES such Hazardous Substances as are identified by LICENSEE in LICENSEE's prior written notification to LICENSOR, but only to the extent the use, storage and transportation of such Hazardous Substances are reasonably required for LICENSEE's operations on the LICENSED PREMISES. In this connection, LICENSOR's approval is hereby given in advance to LICENSEE bringing onto the LICENSED PREMISES batteries containing lead, antimony, cadmium, lead dioxide and/or sulfuric acid solution and to also bringing common materials used in telecommunications operations, e.g., cleaning solvents.

e. Prompt Written Notice: LICENSOR and LICENSEE agree to give the other prompt written notice of:

(1) Any proceeding or inquiry by a federal, state, county or municipal governmental authority or agency with respect to the presence of any Hazardous Substance on the LICENSED PREMISES or the migration thereof from or to other property;

(2) All claims made or threatened by any third party against LICENSEE, LICENSOR or the LICENSED PREMISES relating to any averred liability, loss or injury allegedly resulting from any Environmental Activity.

(3) The discovery of any occurrence or condition on any real property adjoining or in the vicinity of the LICENSED PREMISES that either has caused or could cause the LICENSED PREMISES 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 Law.

f. Providing Copies: LICENSEE shall promptly provide LICENSOR with a copy of any correspondence, notifications, statements, reports, applications, licenses, permits, or other documentation which LICENSEE receives from or files or submits to any federal, state, county, or municipal agency or authority with respect to the environmental condition of the LICENSED PREMISES or any Environmental Activities conducted by LICENSEE or LICENSEE's Agents (as defined in Section 17.h below), or which may otherwise be produced or required pursuant to any Environmental Law.

g. Legal Proceedings: LICENSOR shall at all times have the right, but not the obligation, to join and participate in, as a party if it so elects, any legal proceedings, actions or investigations, or any site assessment or remediation initiated in connection with any Environmental Law in respect of the LICENSED PREMISES.

h. Hold Harmless and Indemnification: LICENSEE shall protect, defend (with counsel reasonably satisfactory to LICENSOR), indemnify and hold the Indemnified Parties harmless from and against any and all loss, liability, damage, claim, cause of action,

proceeding, cost and expense (including attorneys', consultants' or other professional fees and costs), penalties, fines or judgments LICENSOR or such other Indemnified Parties may incur or suffer, directly or indirectly, arising out of or in any way connected with (i) any "Environmental Activities" conducted or performed by LICENSEE, or by any other person or entity (including any person or entity performing activities relating to the LICENSEE Facilities) with permission, consent, or authorization of LICENSEE, express or implied, herein called "LICENSEE's Agents", during the Term of this License (including any early occupancy period), (ii) any investigation or any site assessment, analysis, and/or remediation undertaken by or for LICENSEE arising out of or in connection with Environmental Activities by LICENSEE or LICENSEE's Agents, (iii) non-compliance with any Environmental Law by LICENSEE or LICENSEE's Agents, arising out of or in any way connected with the use or occupancy of the LICENSED PREMISES by or Environmental Activities of LICENSEE or LICENSEE's Agents, (iv) any enforcement or compliance proceeding or action in law or in equity pursuant to any Environmental Law, arising out of or in connection with Environmental Activities of LICENSEE or LICENSEE's Agents, and/or (v) LICENSEE's failure to perform its obligations pursuant to this Section 17 of the License. LICENSEE shall have sole control of the management of any investigations, assessments, legal proceedings or actions initiated in connection with the Environmental Activities of or the violation of any Environmental Law by LICENSEE or LICENSEE's Agents for so long as LICENSEE diligently and prudently continues to pursue the same in good faith. Any costs or expenses incurred by LICENSOR for which LICENSEE is responsible under this Section or for which LICENSEE has agreed to indemnify LICENSOR shall be reimbursed by LICENSEE within sixty (60) days of written demand. LICENSOR shall notify in writing LICENSEE of any claim it has under the foregoing defense and indemnity agreement as promptly as possible after LICENSOR learns of the same. LICENSEE's indemnification obligations hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the LICENSEE under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

LICENSEE shall not, however, be responsible for or required to indemnify LICENSOR pursuant to the foregoing indemnity agreement for any contamination of the LICENSED PREMISES by any Hazardous Substance or for the violation of any Environmental Law in respect of the LICENSED PREMISES: (a) arising out of or in connection with events or circumstances occurring prior to the earlier of either (i) the Commencement Date - Possession of this License or (ii) the date when LICENSEE or LICENSEE's Agents took possession of all or any part of the LICENSED PREMISES, or (b) arising out of or in connection with any Environmental Activities on the LICENSED PREMISES by LICENSOR or any third parties, including without limitation the continuation of such events or circumstances and/or the migration of any such contamination in, under or about the LICENSED PREMISES or proximal properties, or the underlying groundwater, during the Term of this License.

LICENSOR agrees to protect, defend, indemnify, and hold LICENSEE, its shareholders, directors, officers, employees, agents, successors and assigns harmless from and against any and all liability or loss, damage, claim, cause of action, proceeding, cost and expense (including reasonable attorneys', consultants' and other professional fees), penalties, fines or judgments LICENSEE or the other indemnified parties may incur or suffer, directly or indirectly, by reason of any Hazardous Substance contamination of the LICENSED PREMISES and for any violation of an Environmental Law in respect of the LICENSED PREMISES (a) arising out of or in connection with events or circumstances occurring prior to the earlier of either (i) the Commencement Date - Possession of this License or (ii) the date when LICENSEE or LICENSEE's Agents took possession of all or any part of the LICENSED PREMISES, including, without limitation, the continuation of such events or circumstances and/or the migration of any such contamination in, under or about the LICENSED PREMISES or proximal properties, or the underlying groundwater, during the Term of this License, or (b) arising out of or in connection with any Environmental Activities on the LICENSED PREMISES or the LICENSOR's Property by LICENSOR or any other third parties. Any costs or expenses incurred by LICENSEE for which LICENSOR is responsible under this Article or for which LICENSOR has agreed to indemnify LICENSEE shall be reimbursed by LICENSOR within sixty (60) days of written demand.

i. Inspection of LICENSED PREMISES: From time-to-time during the Term of this License, LICENSOR may, at its sole discretion, retain a registered environmental consultant to conduct an investigation of the LICENSED PREMISES ("Environmental Assessment") (i) for Hazardous Substances contamination in, on or beneath the LICENSED PREMISES or the underlying ground water and (ii) to assess all Environmental Activities of LICENSEE or LICENSEE's Agents on the LICENSED PREMISES for compliance with all applicable Environmental Laws and for the use of procedures intended to reasonably reduce the risk of an unauthorized release of any Hazardous Substance on the LICENSED PREMISES. In non-emergency situations, such Environmental Assessment shall be conducted after delivery to LICENSEE of reasonable prior notice of such inspection, and in such a manner so as not to unreasonably interfere with the operation of LICENSEE's Facilities. LICENSOR and LICENSEE agree to cooperate, in good faith, concerning the conducting of such an Environmental Assessment. If LICENSOR obtains the Environmental Assessment, LICENSEE shall pay to LICENSOR on demand the reasonable cost of the Environmental Assessment if, and only if, such Environmental Assessment shall disclose material non-compliance with any applicable Environmental Law arising out of or in connection with LICENSEE or LICENSEE's Agent's Environmental Activities on the LICENSED PREMISES during the Term (including any early occupancy period). Upon written request by LICENSEE, LICENSOR will provide LICENSEE with a copy of any such Environmental Assessment to the extent the same, to the reasonable belief of LICENSOR, pertains to the Environmental Activities of LICENSEE or LICENSEE's Agents and the remainder of such report shall be retained by LICENSOR and treated as the confidential information of LICENSOR, provided that LICENSOR will advise LICENSEE of the nature and extent of

any condition on the LICENSED PREMISES posing a material risk to health or the environment discovered by any such Environmental Assessment. However, LICENSEE agrees that any such Environmental Assessment shall be for LICENSOR's exclusive benefit, use and purpose and that the findings thereof shall in no way excuse or limit LICENSEE's obligations under this License or be relied upon by LICENSEE in assessing its compliance with the terms of this License or applicable Environmental Law.

j. Remediation: If any Environmental Activities undertaken by LICENSEE or LICENSEE's Agents result in contamination of the LICENSED PREMISES or the soil or ground water thereunder, LICENSEE shall promptly take all actions, at its sole expense, to remediate the affected portion of the LICENSED PREMISES and the soil and ground water thereunder as necessary to comply with all applicable Environmental Laws and/or the requirements of any governmental agency having jurisdiction in respect of such Environmental Laws. LICENSOR shall have the right to approve any and all contractors hired by LICENSEE to perform such remedial work and LICENSOR's approval shall not be unreasonably withheld. All such remedial work shall be performed in compliance with all applicable Environmental Laws.

k. Surrendering Possession of the LICENSED PREMISES: Upon termination of this Agreement, prior to surrendering possession of the LICENSED PREMISES, LICENSEE shall also remove any personal property, equipment, fixtures and/or storage devices or vessels used by LICENSEE or LICENSEE's Agents (except for fixtures installed by LICENSOR) which are contaminated by or which contain Hazardous Substances.

18. Compliance with Law: LICENSEE shall strictly comply with all permits, licenses, laws, ordinances, codes, zoning ordinances, and regulations of any Federal, State, Local or other public body or agency exercising jurisdiction over the LICENSED PREMISES or over LICENSEE in its use thereof or the uses permitted hereunder, including, but not limited to, the applicable provisions and/or conditions binding upon LICENSOR of that certain Incidental Take Permit (PRT-809637) issued by the United States Department of Interior, Fish and Wildlife Service, and that certain California Endangered Species Act Implementing Agreement/Memorandum of Understanding issued by the California Resources Agency, Department of Fish and Game, dated December 18, 1995 (collectively, the "Regulating Standards" or the "Standards"). LICENSEE shall maintain the LICENSED PREMISES and the LICENSEE Facilities according to the Regulating Standards set by such bodies or agencies. LICENSEE shall notify LICENSOR immediately of any material non-compliance with the Regulating Standards. The failure of LICENSEE to maintain the LICENSED PREMISES and the LICENSEE Facilities according to such Standards shall be a default of this License. LICENSOR may, after giving written notice of such default to LICENSEE and following LICENSEE's failure to cure within thirty (30) days after the date of LICENSEE's receipt of such notice, do any acts necessary to bring the LICENSED PREMISES and LICENSEE Facilities into compliance with such Standards. If, however, LICENSEE has begun compliance within thirty (30) days of written notice, but such

compliance cannot be accomplished within such thirty (30) day time frame, LICENSOR shall not interfere with LICENSEE's good faith efforts. If compliance has not commenced within thirty (30) days of LICENSEE's receipt of written notice, LICENSOR may, upon thirty (30) days written notice, terminate the License pertaining to the LICENSED PREMISES which is not in compliance. LICENSEE shall further indemnify, defend, and hold the Indemnified Parties harmless from any claim, loss, damage or injury, including any fines or penalties assessed by any agency, body or court, resulting from any violation of such Standards in connection with LICENSEE's use of the LICENSED PREMISES and LICENSEE Facilities, whether such claim, loss, damage or injury arises in whole or in part from the negligence of LICENSEE. LICENSEE shall, at its cost, undertake to respond to all such claims.

19. Assumption of Risk: LICENSEE acknowledges and expressly agrees that there are or may be high voltage lines, towers, poles, underground electric ducts, cables, wires, and high pressure gas or oil pipelines, valves and facilities, situated on, in, or near the LICENSED PREMISES which are used by LICENSOR in its regular course of business. LICENSEE, for itself, its agents, employees, independent contractors, invitees, permittees, and the agents and employees of each, hereby assumes all risks, including those of an extra-hazardous nature, of injury to persons and damage to property arising out of the use of the LICENSED PREMISES, except to the extent arising out of the negligence or willful misconduct of LICENSOR or its employees, agents or contractors. LICENSEE for itself and for each of the above described persons hereby waives and releases LICENSOR from all liability as set forth above.
20. Electric and Magnetic Fields: Electric and Magnetic Fields (EMF) are present wherever electricity flows - around appliances and power lines, and in offices, schools and homes. Most, but not all, childhood studies have reported a weak association between estimates of residential magnetic field exposure and certain types of childhood cancer. Worker studies have shown mixed results. Given the uncertainty of the issue, the medical and scientific communities have been unable to determine that EMF causes health effects or to establish any standard or level of exposure that is known to be either safe or harmful. Many researchers believe that if there is a risk of adverse health effects from EMF, it is probably low, but warrants further investigation. Recent concern focuses on exposure to magnetic fields rather than electric fields.

Whenever anyone plans to license LICENSOR's Property that is in close proximity to LICENSOR's electric facilities, LICENSOR wants to share with such party the balanced information or literature LICENSOR has about EMF if such party is interested. LICENSOR has attached to this LICENSE a packet that contains several sources of EMF information and that outlines LICENSOR's policy in this area.

21. Indemnification: LICENSEE agrees to indemnify, defend and hold the Indemnified Parties harmless from and against any and all demands, claims, suits, costs of defense, attorneys'

fees, witness fees, including expert witness fees, liability, loss, costs, obligations or other expenses for damage to property or for injury to or death of any persons in any manner arising from, or related to (a) LICENSEE's use, maintenance, presence on or occupation of the LICENSED PREMISES, (b) the presence of the LICENSEE Facilities upon the LICENSED PREMISES, or (c) any act or omission, including but not limited to a breach or default of this License Agreement, of or by LICENSEE, its employees, agents and licensees, including guests and visitors, or of any employees or agents of any of LICENSEE's contractors, subcontractors or independent contractors, except to the extent such damage, injury or death arises out of the negligence or willful misconduct of LICENSOR or its employees, agents or contractors. LICENSEE's indemnification obligations hereunder shall not, however, be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the LICENSEE under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts, provided, however, LICENSEE shall be entitled to assert any credit provided for at law for compensation or benefits paid by or for LICENSEE under any Workers' Compensation Act, Disability Benefit Acts or other Employee Benefit Acts in connection with LICENSEE's indemnification obligations.

The foregoing indemnity will survive the termination, cancellation or expiration of this License.

22. **Insurance:** LICENSEE shall, at its own expense, secure and maintain in effect during the entire life of this License insurance coverages as described herein, in amounts not less than the minimum limits specified, to protect LICENSOR and LICENSEE from claims or liabilities in any way arising out of the ownership, maintenance or use of the LICENSED PREMISES: (a) Workers' Compensation Insurance as required by law, (b) Employer's Liability Insurance with limits of \$1,000,000 (c) Commercial General Liability Insurance, with limits of \$5,000,000 per occurrence, and (d) automobile liability insurance with a combined single limit of \$1,000,000 per occurrence. LICENSEE shall name LICENSOR as additional insured with respect to the above Commercial General Liability Insurance. Certificates of insurance evidencing the coverages and provisions required in (c) and (d) above shall be furnished to LICENSOR prior to any use of the LICENSED PREMISES by LICENSEE or entry thereon by LICENSEE, regardless of the date, and shall provide that written notice be given to LICENSOR at least thirty (30) days prior to cancellation or reduction of any coverage. LICENSEE agrees, at request of LICENSOR, to increase the limits of insurance to meet the reasonable limits then required by LICENSOR for similar licenses of this type, provided, however, such increase shall not exceed the percentage increase in limits of insurance reasonably accepted within the insurance industry for similar licenses at the time an increase is required by LICENSOR. The provisions of this section shall not in any way limit any of LICENSEE's other obligations or liabilities under this License.

23. Obstructions: Subject to the permitted uses and other rights granted LICENSEE in Section 7 of this License, and except as otherwise permitted by this License, LICENSEE shall not place, install, maintain, or allow any combustible materials, buildings, structures, or other improvements upon the LICENSED PREMISES and shall not cause or allow the surface elevation therein to be changed in any way whatsoever, without LICENSOR's prior written approval.
24. Attorneys' Fees and Limitations Upon Damages: If either party hereto commences any legal action or proceeding against the other by reason of the alleged failure of the other to perform under this License, the party prevailing in said action or proceeding shall be entitled to recover, in addition to court costs, a reasonable attorneys' fee to be fixed by the court. Such recovery shall include court costs and attorneys' fees on appeal, if any. Provided, however that LICENSOR shall not be liable to LICENSEE under any circumstances for any indirect, incidental or consequential damages, including lost revenue or profits.
25. Condemnation: If the whole or any part of the LICENSED PREMISES shall be taken by any public or quasi-public authority under the power of eminent domain, this License shall cease as to that part so taken from the day possession of that part shall be required for any public purpose. On or before that day, LICENSEE shall elect in writing either to cancel this License or to continue as to the remainder of the LICENSED PREMISES under the terms herein provided. If LICENSEE elects to continue, the consideration paid by LICENSEE for all subsequent years of this License shall be reduced by a percentage equivalent to the percentage the LICENSED PREMISES was reduced in area by the taking. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for LICENSEE shall include the value of LICENSEE's Facilities, moving expenses, prepaid rent, business dislocation expense, and any other amounts recoverable under condemnation law, with the exception that in the event LICENSEE should not be allowed to remove any fixtures or other personal property as provided by the terms of this License, then LICENSEE shall receive that portion of the award, paid to LICENSOR, which shall represent the value of LICENSEE's property so retained).
26. Destruction of LICENSED PREMISES: If the LICENSED PREMISES or LICENSEE's Facilities are destroyed or damaged so as in LICENSEE's judgment to hinder the effective use of LICENSEE's Facilities, LICENSEE may elect to terminate this License as of the date of the damage or destruction by so notifying LICENSOR but no more than 30 days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this License shall cease as of the date of the damage or destruction.
27. Breach of Conditions: Either party's waiver of any one or more of the covenants, conditions, or agreements of this License shall not be construed to be a waiver of

any subsequent or other breach of the same or any other covenant, condition, or agreement of this License. Either party's failure to require or exact full and complete compliance with any of the covenants, conditions, or agreements of this License shall not be construed as changing the terms hereof, and such failure shall not stop such party from enforcing the full provisions hereof. The terms of this License shall be amended only by a written document signed by both LICENSOR and LICENSEE.

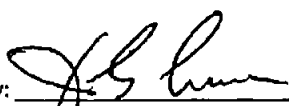
28. Time of the Essence: It is mutually agreed that time is of the essence of each and all of the terms and provisions of this License.
29. Default: In the event of default by LICENSEE in the performance of any of the covenants, conditions or agreements hereof, LICENSOR shall give LICENSEE written notice as provided herein of the default. If (a) the default is not cured or corrected to the reasonable satisfaction of LICENSOR within sixty (60) days of said written notice, or (b) good faith efforts to cure or correct such default do not commence within thirty (30) days of said notice and cure is not complete within ninety (90) days of said written notice, or (c) if the default cannot reasonably be cured within said ninety (90) days notwithstanding any efforts on the part of LICENSEE, LICENSOR may immediately revoke and terminate this License and LICENSEE shall forfeit all consideration paid.
30. Condition of LICENSED PREMISES at End of Term: Upon termination of this License, LICENSEE shall surrender the LICENSED PREMISES to LICENSOR in good condition, clean and free of debris. No later than thirty (30) days after the termination of this License, by expiration of the Term or otherwise, LICENSEE shall remove the LICENSEE Facilities and if the LICENSEE Facilities are a free standing structure, LICENSEE shall return the LICENSED PREMISES to the condition in which it was in immediately prior to commencement of this License, reasonable wear and tear excepted. Otherwise, if the LICENSEE Facilities are attached to a tower or pole, the LICENSED PREMISES shall be returned to the same condition as existed as of the date of the pertinent Schedule. If, within sixty (60) days after expiration or earlier termination of the Term, LICENSEE has failed to remove its property and/or return the LICENSED PREMISES to such condition, LICENSOR may, at its option, remove the LICENSEE Facilities and restore the LICENSED PREMISES to its required condition, and LICENSEE hereby agrees and covenants that it shall pay to LICENSOR all expenses of LICENSOR including, but not limited to, labor costs, including overhead expenses, rental of storage space, equipment rental, materials and fuel costs of machinery.
31. Payment of Service Utilities: Subject to LICENSOR's rights of consent and approval of construction plans for LICENSEE's Facilities, LICENSEE shall have the right to install utilities, at LICENSEE's expense, and to obtain separate utility service from any utility company that will provide service to the LICENSED PREMISES (including a standby power generator for LICENSEE's exclusive use).

32. Governing Law: This License shall be governed by and construed in accordance with the laws of the State of California. LICENSOR and LICENSEE specifically agree that the terms and provisions of this Agreement have been freely negotiated and are not intended to be referred to or superseded by any subsequent order, policy or directive from any governmental entity having jurisdiction over the parties or the subject matter hereof.
33. Severability: If any part, section or provision of this License should be invalid, then all the remaining parts, sections and provisions shall continue to be fully effective.
34. Entire Agreement: This License Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein.
35. Successors: This License shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.
36. Attachments: The following exhibits and attachments are incorporated herein by reference:
- Exhibit A - Property Legal Description
Exhibit B - Use Permit
Exhibit C - Construction Details & Diagram of LICENSEE Facilities

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

LICENSOR:

SAN DIEGO GAS & ELECTRIC COMPANY,
A California Corporation

By: 

J. G. Larkin
Real Estate Operations Director

Date: 4/16/98

Tax ID: 95-1184800

LICENSEE:

SOUTHERN CALIFORNIA GAS COMPANY
A California Corporation

By: 

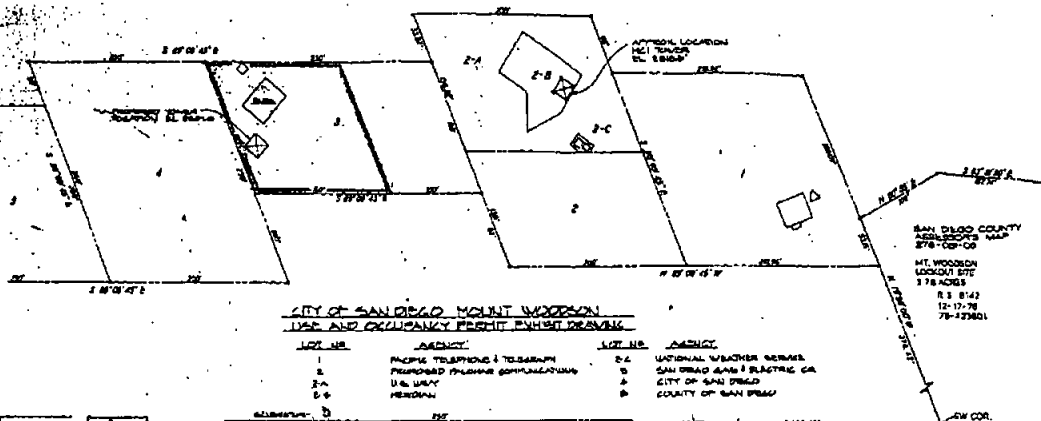
Name: Wallace Leifer

Its: Director of Buildings &
Real Estate

Date: 4/16/98

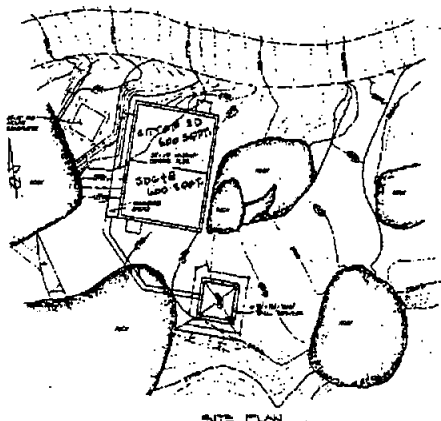
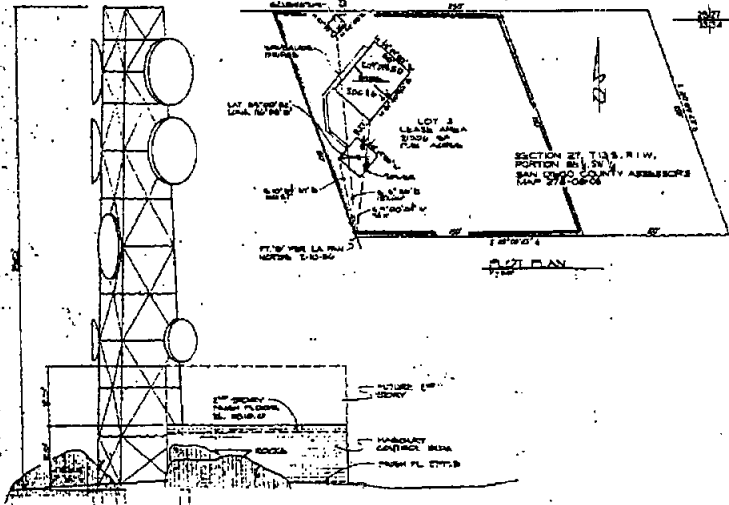
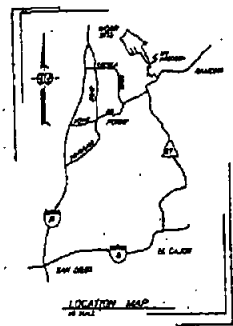
Tax ID: 95-1240705


4/16/98



**CITY OF SAN DIEGO MOUNT WOODSON
USE AND OCCUPANCY PERMIT EXHIBIT DRAWING**

LOT NO.	USE	LOT NO.	USE
1	PHONE TELEPHONE & TELEGRAPH	2-A	NATIONAL WEATHER SERVICE
2-A	PROPOSED PHONE COMMUNICATIONS	2-B	SAN DIEGO GAS & ELECTRIC CO.
2-B	U.S. ARMY	2-C	CITY OF SAN DIEGO
2-C	PERSONAL	2-D	COUNTY OF SAN DIEGO



SITE ELEVATION LOOKING NORTH

SAN DIEGO GAS & ELECTRIC COMPANY		EXHIBIT 'C'	
DATE: 9-18-87	BY: [Signature]	DATE: 9-18-87	BY: [Signature]
PROJECT: MOUNT WOODSON	PROJECT: MOUNT WOODSON	PROJECT: MOUNT WOODSON	PROJECT: MOUNT WOODSON
PROJECT: MOUNT WOODSON	PROJECT: MOUNT WOODSON	PROJECT: MOUNT WOODSON	PROJECT: MOUNT WOODSON

FIRST AMENDMENT TO LICENSE

This First Amendment to License (the "First Amendment") is entered into by SAN DIEGO GAS & ELECTRIC COMPANY, as Licensor and SOUTHERN CALIFORNIA GAS COMPANY, as Licensee, effective April 22, 2008.

Recitals

A. Licensor and Licensee are parties to that certain License dated June 1998 for the use by Licensee of certain premises located at Licensor's Mt. Woodson, San Diego County, remote communications site ("Premises"). The License document and this First Amendment are collectively referred to as the "License."

B. Licensor and Licensee desire by this First Amendment to amend the License as hereinafter set forth.

Terms

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Defined Terms.

All capitalized terms in this First Amendment shall have the same meanings as set forth in the License unless otherwise indicated herein.

2. Term Extension.

Licensor and Licensee have agreed to extend the term of the License provided that any extended term is conditioned upon Licensor obtaining an extension of City of San Diego Use and Occupancy Permit No. RR-271778 dated September 6, 1998 (the "City Permit"). As of the date of this First Amendment, the City Permit will expire December 31, 2008. Licensor intends to renew the City Permit. Provided that the City Permit is extended, the License term shall be extended by one (1) additional five (5) year period beginning April 22, 2008 and terminating April 21, 2013. Thereafter and provided Licensee is not in default of the License and the City Permit is in full force and effect, Licensee shall have the option to further extend the term of the License for three (3) additional periods of five (5) years each. Licensee shall exercise its option by providing written notice to Licensor not less than thirty (30) days before the expiration of the then existing term.

3. No Other Modification.

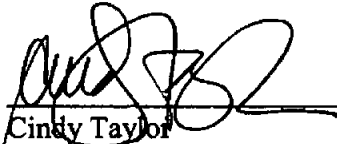
Unless otherwise provided for in this First Amendment to License, all other terms and conditions of the License shall remain the same, and in full force and effect.

[Signatures Appear on Next Page]

Licensors:

San Diego Gas & Electric Company
A California corporation

By:

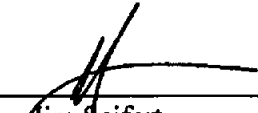


Cindy Taylor
Land Services Manager

Licensee:

Southern California Gas Company,
a California Corporation
By: San Diego Gas & Electric Company
Its Authorized Agent

By:



Jim Seifert
Real Estate Manager