

AN ORDINANCE 2009-12-10-1033

AUTHORIZING A LICENSE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND CPS ENERGY TO PERMIT THE INSTALLATION, BY THE CITY, OF ANTENNA SYSTEMS FOR THE TRAFFIC SIGNAL SYSTEM MODERNIZATION PROJECT ON CPS ENERGY TOWERS, FOR AN ESTIMATED ANNUAL COST OF \$47,032.32 FUNDED BY THE ITSD OPERATIONS BUDGET.

* * * * *

WHEREAS, on March 20, 2008, the City Council approved Ordinance No. 2008-03-20-02209 which authorized the appropriation of \$23,960,000.00 in Certificates of Obligation funds and \$5,920,528.00 in Advance Transportation District funds for the Traffic Signal System Modernization (TSSM) Project; and

WHEREAS, the TSSM Project is an intelligent transportation system and traffic improvement signal project that consists of developing and implementing a comprehensive communications network, upgrading existing traffic signal systems, including software and controller hardware, and developing optimal timing plans for approximately 1,200 traffic signals; and

WHEREAS, an integral component of the communications network for the TSSM Project is utilization of wireless backhaul capability in order to transmit traffic signals from the traffic controllers to the closest Public Safety Radio tower where the traffic signal will be transmitted across the City's private fiber network to ensure traffic management and the accuracy of signal timing; and

WHEREAS, in order to deploy the necessary wireless backhaul capability to support the TSSM Project, the Information Technology Services Department (ITSD) has determined that this can be accomplished through the placement of wireless antennas on CPS Energy towers located at 7439 Heuermann Rd., 11890 Toepperwein Rd., and 18850 FM 1535; and

WHEREAS, ITSD has negotiated a Communications Facilities License Agreement with CPS Energy in order to authorize the placement of said wireless antennas to support the TSSM Project; and

WHEREAS, the City recognizes the need for CPS Energy to recover its cost of service and will compensate CPS Energy for access to its towers under the terms and conditions of the Communications Facilities License Agreement; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:


SECTION 1. The terms and conditions of the Communications Facilities License Agreement between the City and CPS Energy are hereby authorized. A copy of said Agreement in substantially final form is attached and made a part of this Ordinance as **Exhibit "A."** A copy of the fully executed Agreement will be attached to this Ordinance in place of **Exhibit "A."**

SECTION 2. The City Council recognizes that under the License Agreement the City will have access to CPS Energy towers throughout the City under the terms and conditions of the Agreement.

SECTION 3. The City Manager or her designee is authorized for a period of ninety (90) days to execute any and all documents necessary to fulfill the purpose and intent of this Ordinance.

SECTION 4. This Ordinance shall become effective immediately upon passage by eight (8) affirmative votes; otherwise it shall take effect on the tenth (10th) day after passage.

PASSED AND APPROVED this 10th day of December 2009.

for 
M A Y O R
Julian Castro

ATTEST: 
City Clerk

APPROVED AS TO FORM:


for City Attorney

EXHIBIT “A”



**COMMUNICATIONS
FACILITIES
LICENSE
AGREEMENT**

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COMMUNICATIONS FACILITIES LICENSE AGREEMENT

This Communications Facilities License Agreement (Agreement) is made and entered into on the _____ day of _____, 2009, by and between the City of San Antonio, acting by and through the City Public Service Board of San Antonio, a Texas municipal corporation (CPS Energy), and the City of San Antonio (City), Information Technology Services Department (ITSD) (Licensee), an agency of the City (also referred to individually as Party or collectively as Parties).

RECITALS

A. **WHEREAS**, CPS Energy owns real property (Outside Ground Space) upon which are located towers and structures for the reception and transmission of CPS Energy information and communications by radio and other wireless means (Communications Towers) and to house CPS Energy communications equipment used in such reception and transmission (Communications Shelters)(collectively the Outside Ground Space, Communications Towers, and Communications Shelters at a location are a CPS Energy Licensed Site);

B. **WHEREAS**, if CPS Energy has surplus space and capacity available, CPS Energy is willing to provide access to specified CPS Energy Licensed Site(s) to third parties until required for CPS Energy's purposes;

C. **WHEREAS**, Licensee desires to obtain from CPS Energy rights to locate antennae and equipment, install related wiring and conduits, and receive and transmit information and communications at each specified CPS Energy Licensed Site mutually agreed to by the Parties; and

D. **WHEREAS**, the Parties agree that this Agreement applies to each CPS Energy Licensed Site where Licensee has applied and CPS Energy has granted a Site License on and after December 31, 2010. The Parties further agree that CPS Energy will issue Licensee a new Site License for any specific Site License issued to Licensee before the December 31, 2010 date if Licensee transfers any specific Site License to the rates, terms, and conditions of this Agreement. This Agreement's Application process, Application Fees, and Aid-In-Construction Fees for any specific Site License issued to Licensee on or before December 31, 2010 that Licensee transfers to this Agreement shall be waived, but all other requirements of this Agreement shall apply to the CPS Energy Licensed Sites issued the new Site License.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms and conditions, and remunerations herein provided, and the rights and obligations hereunder, the Parties agree as follows:

1. SCOPE OF AGREEMENT

1.1 **Recitals.** The above Recitals and the Appendices hereto are incorporated in full into and are enforceable provisions of this Agreement.

1.2 **Grant of Site License.**

1.2.1 To the extent permitted by law, CPS Energy's business needs, and capacity at each Outside Ground Space, Communications Tower, Communications Shelter, and/or CPS Energy Licensed Site, CPS Energy will grant Licensee a revocable, nonexclusive license to each CPS Energy Licensed Site for which Licensee makes an Application and CPS Energy approves. This Agreement does not address CPS Energy transmission towers, which use shall continue consistent with the terms of those agreements currently in place and until the expiration or termination of such agreements.

1.2.2 CPS Energy will issue Licensee a new Site License for any specific Site License issued to Licensee before December 31, 2010 upon Licensee transferring any specific Site License to the rates, terms, and conditions of this Agreement. This Agreement's Application process, Application Fees, and Aid-In-Construction Fees for any specific Site License issued to Licensee on or before December 31, 2010 that Licensee transfers to this Agreement shall be waived. Licensee agrees that all other requirements of this Agreement shall apply to the CPS Energy Licensed Sites issued the new Site License, and Licensee agrees to comply with the requirements.

1.3 **Parties Bound by Agreement.** Licensee and CPS Energy agree to be bound by all provisions of this Agreement as to each Outside Ground Space, Communications Tower, Communications Shelter, and/or CPS Energy Licensed Site for which Licensee makes Application and CPS Energy approves on and after March 1, 2009. This Agreement refers to CPS Energy Outside Ground Space, Communications Towers, and Communications Shelters individually and collectively as a CPS Energy Licensed Site, although Licensee may not obtain access to Outside Ground Space, Communications Tower, or Communications Shelter at each CPS Energy Licensed Site.

1.4 **Application.** Following the execution of this Agreement by both Parties, Licensee shall submit to CPS Energy:

1.3.1 a written Application in the form required by Agreement Appendix A for each CPS Energy Licensed Site Licensee seeks to license; and

1.3.2 the appropriate fee and/or charge required by Agreement Appendix C.

1.5 **Purpose of Site License.** CPS Energy will grant Licensee a Site License solely for the purpose of Licensee installing the following equipment (collectively

Licensee Facilities), and CPS Energy must approve any Licensee equipment not identified below:

1.5.1 antennae and coax, of the type and quantity shown in the Site License for each CPS Energy Licensed Site approved by CPS Energy. Hereinafter a reference in this Agreement to antennae or number of antennae shall include coax or number of coax and shall be counted for purposes of invoicing as whichever number of the two is the greater number;

1.5.2 global positioning systems necessary for the operation of Licensee's receiving and transmitting facilities, electronic equipment and associated conduits, wiring, and cables for each CPS Energy Licensed Site approved by CPS Energy; and

1.6 Reservation of Rights. No use, however extended, by Licensee of any CPS Energy Licensed Site nor any payments made under this Agreement or any other acts of CPS Energy or Licensee shall create or vest in Licensee any ownership or property rights in the CPS Energy Licensed Site, but Licensee's right therein shall be and remain a mere licensee under the terms of this Agreement.

1.7 License Issuance Conditions. CPS Energy will issue a Site License, as set forth at Agreement Appendix B, to Licensee when CPS Energy determines, in its sole judgment exercised reasonably, that

1.7.1 it has sufficient surplus capacity and space to accommodate the Licensee Facilities; and

1.7.2 Licensee meets all requirements set forth in this Agreement.

1.8 **First-Come, First-Served.** Upon execution by both Parties of this Agreement and the Site License and subject to availability of the CPS Energy Licensed Site for installation of Licensee Facilities and to the Agreement's reclamation and non-use provisions, each Application that CPS Energy approves, accompanied by the requisite fee and/or charge, will reserve the designated space for Licensee at the requested CPS Energy Licensed Site on a first-come/first-served basis.

2. GENERAL REQUIREMENTS

2.1 **Application Process.** Licensee shall complete an Application, in the form shown as Agreement Appendix A, for each CPS Energy Licensed Site and shall complete an Application, in the form shown as Agreement Appendix B, for each Change and/or Upgrade to the Licensee Facilities for which CPS Energy has issued Licensee a Site License. Change and/or Upgrade shall mean Licensee Facilities at the CPS Energy Licensed Site that differ from that approved by CPS Energy in the original Application and Site License.

2.1.1 Licensee will submit a completed Application, together with all necessary supporting data and the required Application Fee. At its sole discretion, CPS Energy may reject an incomplete Application, and Licensee will forfeit the Application Fee.

2.1.2 CPS Energy will review the Application, request any additional necessary information from Licensee, and determine whether the requested CPS Energy Licensed Site is available for licensure as requested by Licensee.

2.1.3 CPS Energy will provide Licensee with a Site License form for each requested CPS Energy Licensed Site CPS Energy determines is available for licensure. The Site License form will contain charges and requirements applicable to each CPS Energy Licensed Site in question, together with a Site License effective date by which the each specified CPS Energy Licensed Site is anticipated to be made available to the Licensee (Site License Effective Date).

2.1.4 Licensee will submit to CPS Energy the executed Site License(s), together with any necessary Application for Make-Ready Work as set forth at Agreement Appendix D, the appropriate remittance for the Make-Ready Work, insurance documentation required for any contractors performing work related to this Agreement for Licensee, and surety bond.

2.1.5 When all Licensee submittals and payments are in order, CPS Energy will execute the Site License and provide Licensee the executed copy of the Site License. In the event of a discrepancy of any sort between the Site License and this Agreement, the terms of this Agreement shall control.

2.1.6 Upon completion of any Make-Ready Work and upon CPS Energy's receipt from Licensee of any required access consents from landowners as required by Section 2.8, Licensee or Licensee's contractors approved by CPS Energy may access the CPS Energy Licensed Site for installation of Licensee's Facilities. CPS Energy may require an escort as referenced in Section 5.

2.1.7 Following CPS Energy's issuance of a Site License, any changes, modifications, or substitutions by Licensee in the Licensee Facilities shall require an Application to Change or Upgrade Licensee Facilities. See Agreement Appendix B and Agreement Appendix F and the associated fee as stated in Agreement Appendix D.

2.2 INTENTIONALLY LEFT BLANK.

2.3 Required Information. CPS Energy will reject an Application that fails to provide all information below:

2.3.1 Licensee name(s), contact person(s), and telephone numbers of any and all contractors and subcontractors Licensee intends to use for installing, maintaining, or operating Licensee Facilities associated with the Site License,

which will be provided with the Application if available, but that Licensee shall provide before any work begins at the specific CPS Energy Licensed Site to which Licensee is issued a Site License;

2.3.2 A general description of Licensee's qualifications to provide the services over, on, or through the Licensee Facilities to be installed at, in, or on the CPS Energy Licensed Site;

2.3.3 Evidence of a valid Federal Communications Commission (FCC) license or other required certificates or permits for all services to be provided by Licensee Facilities installed at each specified CPS Energy Licensed Site; and

2.3.4 Appropriate fees and charges as specified in Section 3 and Agreement Appendix D.

2.4 **Right to Refuse.** CPS Energy will process Licensee's Application or notify Licensee of the need for a structural analysis of the requested CPS Energy Licensed Site within twenty (20) calendar days of receipt and will notify Licensee of the Application's status. CPS Energy reserves the right to refuse, on a non-discriminatory basis, the use of any specified CPS Energy Licensed Site for any reason including, but not limited to:

2.4.1 lack of available space or capacity, including planned use in the future of currently spare capacity by CPS Energy;

2.4.2 CPS Energy's sole judgment that such use would interfere with the CPS Energy gas and/or electric system's reliability, maintenance, or operations;

2.4.3 aesthetics of the CPS Energy Licensed Site facilities or surroundings; and

2.4.4 safety of the public, CPS Energy, or Licensee's personnel.

2.5 **Excess Requests.** CPS Energy will approve the Application with the earliest complete Application date in the event CPS Energy receives multiple requests to use a specified CPS Energy Licensed Site. No single Licensee is permitted to license all available capacity at any single CPS Energy Licensed Site.

2.6 **Access.** For inspection, construction, maintenance, removal, repair and installation, reasonable access to each CPS Energy Licensed Site will be made available to Licensee or Licensee's contractors approved by CPS Energy in accordance with Section 5 and the requirements of any governmental authority with jurisdiction over access to critical infrastructure and assets.

2.7 **CPS Energy Approval.** Prior to the installation of Licensee Facilities, CPS Energy shall undertake a structural analysis for any modifications Licensee seeks to make to a CPS Energy Licensed Site and shall provide Licensee written approval for

the requested modifications. CPS Energy will invoice Licensee for such structural analysis, and Licensee shall pay for such before beginning any modifications to the CPS Energy Licensed Site. Licensee must obtain CPS Energy's approval of any engineering firm performing the modifications on behalf of Licensee, which approval will not be unreasonably withheld or delayed but may be conditioned as determined necessary by CPS Energy for the security of its assets.

2.8 Property Rights. At any CPS Energy Licensed Site for which CPS Energy does not own the real property, Licensee shall be responsible for:

2.8.1 obtaining the agreement of the property owner, including the San Antonio Water System, the City of San Antonio, or the State of Texas, on whose easement the CPS Energy Licensed Site is located;

2.8.2 any additional requirements imposed upon CPS Energy by the real property owner in order to allow Licensee access to the real property;

2.8.3 payment of any charges, fees, or consideration required by the property owner as compensation for the location of the Licensee Facilities on the easement;

2.8.4 obtaining any ingress and egress rights from the property owners;

2.8.5 arranging for parking for Licensee's employees and representatives;

2.8.6 providing CPS Energy evidence of the property owner's written agreement at or prior to the Site License Effective Date for each CPS Energy Licensed Site applied for by Licensee under this Agreement; and

2.8.7 filing the property owner's written agreement in the Official Public Records of Real Property, Bexar County, Texas within thirty (30) days following the Site License Effective Date.

2.9 Exhibits. CPS Energy makes no warranty, expressed or implied with respect to the accuracy or sufficiency of the information in any facts and/or the interpretation of any facts disclosed by any preliminary investigations which CPS Energy may have made to Licensee.

3. FEES AND CHARGES

3.1 Payment of Fees and Charges. Licensee shall pay CPS Energy the applicable fees and/or charges specified in Agreement Appendix C in the form of a check to CPS Energy at its principal office, Accounts Receivable, P.O. Box 2678, San Antonio, Texas 78296-2678.

3.2 Payment Period. Payment shall be due and payable in full by Licensee within thirty (30) calendar days from the date of issuance of the invoice consistent with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code. In

the event of any dispute of all or any portion of an invoice, Licensee shall nevertheless pay the full amount pending resolution of the dispute by the Parties.

3.3 **Late Payment Interest.** Any amount not paid in full when due shall accrue interest at a rate equal prescribed by the Texas Prompt Payment Act.

3.4 **Failure to Pay.** If Licensee fails to make timely payment in full as required by this Agreement, CPS Energy may remove any and all Licensee Facilities from each defaulting CPS Energy Licensed Site.

3.4.1 CPS Energy will provide Licensee thirty (30) calendar days written Notice of the need for Licensee to remove its Licensee Facilities;

3.4.2 CPS Energy will require that Licensee remove its Licensee Facilities within fifteen (15) calendar days of the expiration of the of the 30-day Notice date; and

3.4.3 If Licensee fails to timely remove its Licensee Facilities, CPS Energy may remove the Licensee Facilities and shall invoice Licensee for all reasonable as determined by CPS Energy, documented and actual costs of such removal. CPS Energy is not responsible for the return of Licensee Facilities to Licensee or for the condition of the removed Licensee Facilities.

3.5 **Application Fee.** Each Application to place Licensee Facilities on a CPS Energy Licensed Site or to make an upgrade or change to an existing CPS Energy Licensed Site requires payment of an Application Fee in the amount set forth at Agreement Appendix D.

3.5.1 The Application Fee must accompany the Application and is non-refundable and non-transferable.

3.5.2 To determine the amount of the Application Fee, a CPS Energy Licensed Site where Licensee is requesting to license Outside Ground Space, a Communications Tower and/or a Communications Shelter count as a single CPS Energy Licensed Site.

3.6 **Annual Payment.** Licensee shall pay CPS Energy the Annual Site License Fee in full as set forth at Agreement Appendix D for each CPS Energy Licensed Site consisting of an: (i) Outside Ground Space; (ii) Communications Tower and/or Communications Shelter or (iii) a Communications Shelter space independent of Communications Tower space.

3.6.1 The Annual Site License Fee shall be due in full on January 1 of each year;

3.6.2 On January 1 of each year, the Annual Site License Fee shall be increased by four percent (4%);

3.6.3 The Annual Site License Fee for any CPS Energy Licensed Site added after January 1 of any year shall be prorated to January 1 of the following year and due at the time the site is made available by CPS Energy for adjustments by Licensee (the Amended Licensed Site Effective Date), regardless of when Licensee actually begins using the CPS Energy Licensed Site;

3.6.4 In the event that Licensee changes Licensee Facilities pursuant to CPS Energy's approval of an Application for Change and/or Upgrade, the Annual Site License Fee will be adjusted, consistent with the Agreement Appendix D fees and charges, for the additional antennae or floor space or for modifications in the location of antennae on a Communications Tower. The adjusted additional fees and charges for the Change and/or Upgrade will be prorated to January 1 of the following year and must be paid in full from the effective date of the Change and/or Upgrade through January 1 of the following year, regardless of when Licensee actually makes adjustments;

3.6.5 Notwithstanding Sections 3.6.2, 3.6.3, 3.6.4 above, the Annual Site License Fee may be increased by CPS Energy in connection with any extension of the term for a particular CPS Energy Licensed Site (the Site License Term).

3.7 Aid-In-Construction. Aid-in-Construction shall apply to any CPS Energy Licensed Site that CPS Energy modifies to accommodate Licensee Facilities at a CPS Energy Licensed Site and on any CPS Energy Licensed Site that was constructed after May 17, 1996.

3.7.1 Licensee will pay Aid-In-Construction Payment in a total amount equal to Thirty-Five Thousand and No/100 Dollars (\$35,000) per Communications Tower for licensure of space at each Communications Tower constructed on or after May 17, 1996.

3.7.2 The total Aid-In-Construction Payment amount shall be payable in full within thirty (30) calendar days of the Site License Effective Date.

3.7.3 Aid-In-Construction Payments are nonrefundable, except as otherwise specifically provided in this Agreement.

3.7.4 If Licensee is licensing Communications Shelter space only, without related Communications Tower space, Make-Ready Charges also may apply.

3.8 Additional Height, Antennae, Coax Shelter Space. During the Term of this Agreement, the fees set out in Agreement Appendix C shall apply and are subject to the annual rate increase as set forth in this Agreement, and Licensee shall be responsible for such additional fees as part of Licensee's Annual Site License Fee payments if Licensee requests and CPS Energy approves an increase in the:

3.8.1 outside Ground Space;

3.8.2 height above ground of the space occupied by Licensee Facilities on any Communications Tower;

3.8.3 number of antennae and/or coax authorized in this Agreement; and/or

3.8.4 floor space in any Outside Ground Space or Communications Shelter.

No reductions in Annual Site License Fee payments will be made in the event of decrease in height, number of antennae and/or coaxial cable, or in Communications Shelter floor space or Outside Ground Space occupied.

3.9 Make-Ready Charges. If CPS Energy determines a requested CPS Energy Licensed Site is available for licensure, Change, and/or Upgrade, CPS Energy shall estimate the costs it will incur in accommodating the CPS Energy Licensed Site to Licensee's Facilities (Make-Ready Charges).

3.9.1 CPS Energy will provide Licensee the amount of this estimate on an Application for Make-Ready Work as contained in Agreement Appendix D along with the Site License form for Licensee's execution.

3.9.2 Licensee shall execute the Application for Make-ready Work and shall tender payment for the Make-Ready Charges in full to CPS Energy as a prerequisite to CPS Energy's execution of the Site License.

3.9.2.1 In the event the Make-ready Charges incurred by CPS Energy exceed the CPS Energy estimate, CPS Energy shall invoice Licensee for the additional amount, and Licensee shall promptly pay such invoice within thirty (30) days of the date on the CPS Energy invoice; and

3.9.2.2 If the incurred charges are less than the CPS Energy estimate, CPS Energy will refund the excess amount to Licensee promptly.

3.9.3 Make-ready Charges will not include CPS Energy costs and expenses attributable to the accommodation of facilities for activities of CPS Energy or of other users (Other Licensees) which are not occasioned by requirements of the Licensee.

3.10 Other Fees. If the Site License sought by Licensee violates any easement by which CPS Energy holds possessory rights to CPS Energy Licensed Sites, Licensee will negotiate with fee owner of the easement to obtain the right to use the CPS Energy Site under the Site License and will pay any additional fees or costs required by the fee owners.

3.11 **Escort Requirements.** Licensee shall comply with the requirements and charges as set out in Agreement Appendix E for CPS Energy employees or contractors to escort Licensee employees or contractors to Licensee Facilities at CPS Energy Licensed Sites to which direct access is not available, sites of new construction, Changes, and/or Upgrades, and/or anytime CPS Energy requires escorts as referenced in Section 5.

3.12 **Utilities.** Licensee will pay for all electricity, telephone, and other utility services furnished to Licensee Facilities at each CPS Energy Licensed Site.

3.12.1 Annual charges for electricity used in connection with Communications Towers and Communications Shelters or Outside Ground Space will be based on CPS Energy's General Service Electric (PL) rate in effect for the billing period multiplied by an estimated kilowatt hour (KWh) usage level that will be adjusted by periodic usage audits CPS Energy will perform at CPS Energy Licensed Sites or as needed based on Licensee's recorded use and as set out in Appendix D.

4. SPECIFICATIONS

4.1 **Degree of Care.** Licensee shall use each CPS Energy Licensed Site with the same degree of care as it accords to its own properties and shall not alter, damage, or otherwise impair the usefulness of any the CPS Energy Licensed Sites, excepting for normal wear and tear.

4.2 **Approvals by CPS Energy.** All Licensee Facilities to be installed, Changed, and/or Upgraded at CPS Energy Licensed Sites will conform to standards required by CPS Energy and will be subject to CPS Energy's inspection and approval, which will not be unreasonably withheld or delayed.

4.3 **Use by CPS Energy, Other Licensees.** CPS Energy has exercised and will continue to have the right to license to Other Licensees any uses of a CPS Energy Licensed Site subject to the provisions of this Agreement regarding interferences.

4.4 **Interference.**

4.4.1 Licensee will operate the Licensee Facilities in a manner that will not cause or create interference with CPS Energy's existing or proposed equipment or operation or the equipment or operation of any Other Licensees sharing the CPS Energy Licensed Site prior to Licensee's use of the CPS Energy Licensed Site or whose tenure at the CPS Energy Licensed Site began prior to Licensee's modification of its equipment (Prior Licensee).

4.4.2 During the Term, Licensee agrees to cooperate in any investigation and resolution of any interference caused by or occurring between equipment or operation of CPS Energy or Other Licensees at the CPS Energy Licensed

Site, including cooperation in compliance with the determination and recommendations of the third-party analysis provided for in this Section.

4.4.3 At its discretion CPS Energy may require an independent third-party interference analysis to be made before the installation of Licensee Facilities, and CPS Energy shall invoice Licensee for such analysis. At its discretion, CPS Energy may cause an independent third-party interference analysis to be made post-installation of Licensee Facilities and shall require the party found to be interfering improperly to correct the interference or cease all operations, except for intermittent testing about which notice Licensee shall inform CPS Energy. If Licensee is found to be interfering with CPS Energy or a Prior Licensee, Licensee will pay all reasonable, as determined by CPS Energy, actual and documented costs of the analysis.

4.4.4 In the event CPS Energy determines that Licensee Facilities or the operation of Licensee is interfering with the equipment or operation of CPS Energy or a Prior Licensee, upon written Notice by CPS Energy, Licensee will use its best efforts to immediately correct the interference even if it is operating in full compliance with FCC regulations.

4.4.4.1 If Licensee fails to correct the interference caused to CPS Energy or a Prior Licensee promptly, CPS Energy may terminate the Licensee's Site License on thirty (30) days written Notice, and Licensee will remove the Licensee Facilities from the CPS Energy Licensed Site within fifteen (15) days following the expiration of the 30-day Notice.

4.4.4.2 If Licensee fails to correct the interference caused to the equipment or operation of CPS Energy or a Prior Licensee promptly, in the event of an emergency or for safety reasons, determined at CPS Energy's sole, reasonable discretion, CPS Energy may terminate the Licensee's Site License without providing the thirty (30) days' written Notice, and Licensee will remove its Licensee Facilities from the CPS Energy Licensed Site within the time frame requested by CPS Energy. CPS Energy may remove Licensee's Facilities and will invoice Licensee for its costs of removing Licensee's Facilities, if Licensee fails to remove its Licensee Facilities from the CPS Energy Licensed Site within the time frame requested by CPS Energy. CPS Energy shall not be responsible for the condition of any Licensee Facilities, any damage to Licensee Facilities and/or for the return of Licensee Facilities to Licensee.

4.4.5 If CPS Energy determines the interfering party is an Other Licensee which began sharing the CPS Energy Licensed Site or modified its equipment after Licensee began using the CPS Energy Licensed Site (Subsequent Licensee), CPS Energy will use its best efforts to cause the Subsequent Licensee to correct the interference immediately, even if it is operating in full compliance with FCC regulations. If the Subsequent Licensee fails to correct the interference within twenty-four hours, CPS Energy immediately will

provide the Subsequent Licensee written Notice to cease all operations within the following twenty-four (24) hours.

4.5 Communications Towers. Most CPS Energy Communications Towers are located at CPS Energy electric substations. A Communications Tower is defined for the purposes of this Agreement as a steel lattice structure or monopole, whether self-supporting or supported with guy wires, designed to support fixtures that hold one or more antenna and related equipment for the transmission and reception of wireless communications.

4.5.1 Licensee may apply to use existing CPS Energy Communications Towers on a space-available and capacity-available basis for use as required by this Agreement.

4.5.2 Prior to approval for use, Licensee will pay for a structural analysis to determine if the Communications Tower has the structural capacity to safely accommodate Licensee's Facilities.

4.5.2.1 CPS Energy will select, hire, and manage the engineering consultant or firm that will perform the analysis; and

4.5.2.2 The analysis will be conducted in accordance with the latest revision of EIA-222, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures."

4.5.3 Licensee shall pay the license fees and charges as shown in Agreement Appendix D, as well as all costs for modifications to the Communications Tower to allow installation of Licensee's Facilities.

4.5.3.1 Licensee will maintain ownership of the antenna, associated cables and electronic equipment, but ownership of all structural modifications made to the Communications Tower will be transferred to CPS Energy, and by executing this Agreement, Licensee agrees that ownership of all structural modifications made to the Communications Tower by, on behalf of, or for Licensee shall transfer to CPS Energy.

4.5.3.2 If a specified Communications Tower cannot be modified to accommodate Licensee and Other Licensees requesting its licensure, Licensee and Other Licensees may be given the option, at CPS Energy's discretion, of paying all costs associated with replacing the Communications Tower with one that has sufficient height and capacity for all users including CPS Energy. CPS Energy will not incur any costs if it agrees to replace the Communications Tower pursuant to this provision. Ownership of the Communications Tower, Shelter and any associated equipment will be transferred to CPS Energy, and by executing this Agreement, Licensee agrees that ownership of all structural modifications made to the Communications Tower by, on behalf of, or for Licensee shall transfer to CPS Energy.

4.5.4 Licensee may propose, and CPS Energy will consider, construction of a Communications Tower on CPS Energy real property that does not have existing Communications Towers.

4.5.4.1 Construction of any such future Communications Towers must be consistent with CPS Energy's long-term plans for wireless communications systems deployment; and

4.5.4.2 If CPS Energy agrees to construct a new Communications Tower, effective as of the Site License Effective Date, licensure of such a facility will be consistent with the license fees charges and Aid-in-Construction payment as required in Agreement Appendix D. CPS Energy will not incur any costs if it agrees to construct a new Communications Tower pursuant to this provision.

4.5.4.3 In addition, Licensee shall pay for the construction of a Communications Shelter at the site, if one is required. CPS Energy will not incur any costs if it constructs a Communications Shelter pursuant to this provision. Ownership of the Communications Shelter and any associated equipment will be transferred to CPS Energy, and by executing this Agreement, Licensee agrees that ownership of all structural modifications made to the Communications Shelter by, on behalf of, or for Licensee shall transfer to CPS Energy.

4.5.5 Licensee shall provide the information required on the Application for Site License. Failure to provide all the information may result in CPS Energy rejecting and not processing the Application.

4.6 **Antennae Location in Communications Towers.**

4.6.1 Each Site License granted to Licensee shall designate the height above the ground of the bottom of the vertical space on each Communications Tower and the number of feet of such vertical space to be occupied by Licensee's antennae (Vertical Space).

4.6.2 The exact location, size, and type of Licensee's antennae will be subject to CPS Energy's approval, which will not be unreasonably withheld or delayed but may be conditioned as determined necessary by CPS Energy for the security of its assets. Licensee will place antennae no closer than fifteen (15) feet to the antennae of CPS Energy or Other Licensees at the CPS Energy Licensed Site unless a closer clearance is technically feasible and agreed to by CPS Energy and/or the affected Other Licensees.

4.6.3 Licensee may transmit in a 360-degree spectrum from each Vertical Space. Licensee may install two global positioning systems antennae on the roof of each Communications Shelter in accordance with CPS Energy's

reasonable instructions or at a low height location on a Communications Tower, as reasonably approved by CPS Energy.

4.6.4 Licensee shall submit an Application in order to change or upgrade Licensee Facilities on a Communications Tower at a CPS Energy Licensed Site if:

4.6.4.1 the total number of antennae and/or coax authorized in the Site License for attachment to the Communications Tower will be exceeded by any such change or upgrade;

4.6.4.2 interference prohibited by this Agreement is produced; and

4.6.4.3 additional Vertical Space on the specified Communications Tower is required.

4.6.5 The relevant Site License shall be amended accordingly to reflect such Change, Upgrade, replacement or addition. If the Change, Upgrade, replacement, or addition increases the number of antennae on the Communications Tower, the Annual Site License Fee for such CPS Energy Licensed Site may be subject to an increase as determined by CPS Energy and set forth at Appendix D. Prior to the Change, Upgrade, replacement or addition, CPS Energy shall undertake a structural analysis for any modifications Licensee seeks to make to a CPS Energy Licensed Site and shall provide Licensee written approval for the requested modifications. CPS Energy will invoice Licensee for such structural analysis, and Licensee shall pay for such before beginning any modifications to the CPS Energy Licensed Site.

4.6.6 Any attachment by Licensee of any additional or replacement antenna without prior written Notice to CPS Energy, whether or not within the total number of antennae authorized under this Agreement, shall result in Licensee's being liable under this Agreement for an additional monthly charge of Three Thousand and No/100 Dollars (\$3000) until such addition or replacement is approved by CPS Energy. The charge shall be deemed to commence at the time CPS Energy made the particular CPS Energy Licensed Site available to Licensee for Licensee's initial installation of Licensee Facilities unless Licensee demonstrates by convincing evidence that installation occurred at a later date.

4.7 **Communications Shelters.** CPS Energy utilizes Communications Shelters to house electronics associated with its communications and wireless systems. Most of these Communications Shelters have interim surplus space for use by Licensee and Other Licensees. A Communications Shelter is defined for the purposes of this Agreement as floor space within a building constructed to house electronic communications equipment. These buildings are waterproof, climate controlled, lockable, and most are constructed of concrete.

4.7.1 Licensee may apply to use Communications Shelters, whether or not in conjunction with use of Communications Towers, at each CPS Energy Licensed Site designated in a Site License on a space-available basis for use as required by this Agreement.

4.7.1.1 The amount of floor space and of associated wall space licensed for each CPS Energy Licensed Site is designated in each Site License, and the location of such spaces are depicted on the diagram for each licensed Communications Shelter made a part of each Site License.

4.7.1.2 Licensee is responsible for providing space out of its licensed space for facilities of any telecommunications service provider with which it wishes to interconnect.

4.7.1.3 Licensee will maintain ownership of all electronic equipment installed by Licensee, but ownership of all structural modifications made to the Communications Shelter will be transferred to CPS Energy, and by executing this Agreement, Licensee agrees that ownership of all structural modifications made to the Communications Shelter by, on behalf of, or for Licensee transfer to CPS Energy.

4.7.2 Licensee can construct its own Communications Shelter at a CPS Energy Licensed Site if space to accommodate Licensee's request is available at the CPS Energy Licensed Site, CPS Energy approves the construction, and Licensee makes the appropriate payments for the Communications Shelter.

4.7.3 In the event that Communications Shelter air-conditioning facilities require upgrading to a higher capacity during the Site License Term, the cost of any such upgrade will be prorated among all parties having space in the Communications Shelter, based on the calculated BTU loading of each set of Licensee Facilities installed in the Communications Shelter.

4.7.4 Licensee's electronic equipment will be collocated with similar equipment of CPS Energy and Other Licensees within each Communications Shelter.

4.7.4.1 In locations where CPS Energy determines partition wall improvements to be feasible, CPS Energy shall determine and inform Licensee of the related costs for construction of the additional partition walls and of the additional payment terms Licensee will incur. CPS Energy will not incur any costs if partition wall improvements are made pursuant to this provision.

4.7.4.2 Licensee shall pay CPS Energy the construction costs in full before construction will commence.

4.7.5 Access to Communications Shelters will be through gates and doors in accordance with the access provisions in Section 5.

4.7.5.1 CPS Energy will incorporate security card readers at CPS Energy Licensed Sites to allow entry to be monitored and logged by CPS Energy.

4.7.5.2 In the event of an emergency affecting the Licensee Facilities at any CPS Energy Licensed Site requiring Licensee's personnel to be escorted by CPS Energy personnel, such escort shall be available twenty-four (24) hours a day on two (2) hours notification.

4.7.6 Installation of Licensee Facilities must be in accordance with CPS Energy's guidelines and must have CPS Energy approval. CPS Energy reserves the right to inspect Licensee Facilities and/or the facilities, equipment, cabling or any item of any entity providing service to Licensee in the CPS Energy Licensed Site.

4.7.7 Licensee shall not install lead acid liquid batteries in the Communications Shelters, whether or not within Licensee's electrical cabinet(s).

4.7.8 Electrical power will be provided to Licensee Facilities through an un-metered service and charged according to the CPS Energy General Service Electric (PL) Rate based on the equipment's average electrical consumption when separate metering is not installed. In locations where separate meters have been installed, the Licensee will be billed separately for actual electric consumption.

4.7.8.1 Licensee's Facilities will be monitored and adjusted from time to time by CPS Energy to ensure proper billing for electrical consumption.

4.7.8.2 CPS Energy may provide Licensee backup electrical power at an additional charge. CPS Energy must approve any backup electric power that Licensee does not obtain from CPS Energy.

4.7.8.3 CPS Energy will require surge suppression to mitigate ground potential rise if Licensee connects to a copper wire system leaving the Communications Shelter. CPS Energy reserves the right to approve the surge suppression system used.

4.7.9 Interim surplus floor space is divided for licensing, and the license fee will be determined by the square feet required by Licensee, as shown in Agreement Appendix D.

4.7.9.1 Licensee Facilities must be within three (3) feet of at least one wall. Licensee must place equipment so that it does not interfere with the ability of other licensees to lease space in the future.

4.7.9.2 Licensee must receive written approval from CPS Energy for layout of its inside or outside shelter equipment prior to installation. CPS Energy's approval will not be unreasonably withheld or delayed but may be conditioned as determined necessary by CPS Energy for the security of its assets. Licensee installing equipment inside or outside the Communication Shelter without prior written approval, shall result in Licensee being liable under this Agreement for an additional monthly charge of Three Thousand and No/100 Dollars (\$3,000.00) until such addition or replacement is approved by CPS Energy. The charge shall be deemed to commence at the time CPS Energy made the particular CPS Energy Licensed Site available to Licensee for Licensee's initial installation of Licensee Facilities.

4.7.9.3 Licensee will be allowed limited space on the wall of the Communications Shelter for mounting low profile punch-down blocks and other items that do not protrude more than ten (10) inches from the wall.

4.7.9.4 The amount of surface area available to Licensee on the wall will vary depending on the size of the Communications Shelter, as follows:

4.7.9.4.1 15'2" x 32'8" Shelter: wall space per licensee = 30" x 48" (10 sq. ft.);

4.7.9.4.2 10' x 25' Shelter: wall space per licensee = 18" x 48" (6 sq. ft.);

4.7.9.4.3 10' x 20' Shelter: wall space per licensee = 18" x 24" (3 sq. ft.); and

4.7.9.4.4 Other Shelters: wall space per licensee = space available basis.

4.7.9.5 All Licensee Facilities must be located three (3) feet from the electrical power and thirty (30) inches from the telecommunications board.

4.7.10 Upon written Notice to and receiving approval from CPS Energy, Licensee may install a two (2) inch communications conduit from the Communications Shelter to the limits of the CPS Energy real property or easement, at a location designated by CPS Energy, to be used solely for Licensee's operation only.

4.7.11 Licensee shall submit the information required on the Application for Site License when applying for use of CPS Energy Communications Shelters. Any changes or substitutions in information submitted shall be made only with the written consent of CPS Energy and shall not be cause for invalidation of the License Agreement in any way.

4.8 **Conduits, Cable Trays, Electric And Telephone Service.**

4.8.1 If Licensee is licensing Communications Shelter space, Outside Ground Space, and/or Communications Tower space, CPS Energy will provide Licensee conduits and cable trays for installing Licensee's wiring between Licensee Facilities in each Communications Shelter and Licensee's antennae and/or coax on each Communications Tower.

4.8.2 CPS Energy will not provide conduits or cable trays for solely Communications Towers.

4.8.3 CPS Energy will provide electrical service lines to serve Licensee Facilities.

4.8.4 Licensee may secure telecommunications service to the Licensee Facilities in Communications Shelters with CPS Energy's approval, which will not be unreasonably withheld or delayed but may be conditioned as determined necessary by CPS Energy for the security of its assets. Prior to such connection, the telecommunications provider of Licensee's choice shall enter into a CPS Energy standard form of agreement for licensure of the conduit extending from the Communications Shelter to the distribution pole or other point of connection with the telephone provider's system.

5. ACCESS

5.1. **Reasonable Access.** CPS Energy will allow Licensee, its employees, representatives, and contractors reasonable access to each CPS Energy Licensed Site to perform necessary inspections, preventive maintenance and repairs at all times in accordance with the requirements of this Section and the requirements of any governmental authority with jurisdiction over access to critical infrastructure and assets. Licensee shall provide CPS Energy a list of Licensee employees, representatives, and contractors authorized to perform necessary inspections, preventive maintenance and repairs on the Agreement Appendix H and a list of the Licensees, representatives, agents, and contractors authorized to perform work on behalf of Licensee on the Agreement Appendix I.

5.2. **Escort Charges.** Licensee will incur escort charges in accordance with Agreement Appendix F.

5.3. **Occupancy.** Access to each CPS Energy Licensed Site shall be as required by Agreement Appendix F.

5.4. **Photo Badges Required.** While at any CPS Energy Licensed Site, Licensee's employees, representatives, contractors, and/or subcontractors shall

5.4.1 Have been approved for access to each CPS Energy Licensed Site by CPS Energy, which approval will not be unreasonably withheld or delayed but may be conditioned as determined necessary by CPS Energy for the security of its assets;

5.4.2 wear a suitable photo ID badge, to be provided by Licensee, that includes a 1 ½" square personal photo; a unique, distinguishing logo and labeling that identifies Licensee and the employee, representative, or contractor by name; and a telephone number where confirmation of employment may be made; and

5.4.3 obtain and wear a CPS Energy-issued badge and a CPS Energy-issued key for Communication Shelters. Licensee will be responsible for paying deposits for badges and keys as outlined in Agreement Appendix D and required to follow the guidelines for access as outlined in Agreement Appendix F.

5.5. **Current Lists.** Licensee at all times shall ensure that CPS Energy has a current list of all its personnel and the personnel of contractors and subcontractors who are authorized to be at a CPS Energy Licensed Site on Licensee's behalf. Licensee shall provide Notice to CPS Energy promptly, but no later than within twenty-four (24) hours to remove the name of any employee or contractor subject to disciplinary probation or termination and shall provide written Notice of additional personnel, including contractors to be added to the Licensee's list.

5.6. **Exclusion of Licensee Representatives.** CPS Energy shall exclude any representative, employee, contractor, and/or subcontractor of Licensee from a CPS Energy Licensed Site

5.6.1 if the representative, employee, contractor, and/or subcontractor allow use of the CPS Energy-issued badge or CPS Energy-issued key to any other person; and/or

5.6.2 if deemed by CPS Energy to be necessary for the proper security of a CPS Energy Licensed Site or the safety of its employees.

6. TERM

6.1 **Effective Date.** The effective date (Effective Date) of this Agreement will be the date the last party signs. The Agreement shall be for one term of ten years (Term). The term of the Site License for a specified CPS Energy Site shall be for ten (10) years, unless terminated earlier, ending on the tenth anniversary of the Effective Date of the Agreement or of the Site License Term, whichever occurs first.

6.2 **Termination.** Notwithstanding the foregoing, at any time during the Term of this Agreement, Licensee or CPS Energy may terminate this Agreement as to any particular CPS Energy Licensed Site upon ninety (90) days prior written Notice, provide, however, that CPS Energy's termination shall be a result of CPS Energy's need to use the CPS Energy Licensed Site for its own use and not for lease to any other licensee. If Licensee terminates the Agreement pursuant to this Section, Licensee shall pay CPS Energy seventy-five percent (75%) of the sum of the remaining Annual Site License Fees applicable to that particular CPS Energy Licensed Site through the end of the applicable Site License Term for such CPS Energy Licensed Site.

6.3 **Extension.** No sooner than one year before the expiration of a Site License Term, and subject to expiration or termination of this Agreement pursuant to Section 6.1 and Section 6.2 herein, Licensee may request an extension for the Site License of a specified CPS Energy Licensed Site for an additional five (5) year term. If CPS Energy consents to the extension, Licensee agrees to execute the Communications Facilities License Agreement in use by CPS Energy at the time of extension and to pay any increase in the Annual Site License Fee payment determined by CPS Energy to be appropriate for the respective CPS Energy Licensed Site.

6.3.1 If CPS Energy consents to the extension, the Site License for each extended CPS Energy Licensed Site will be revised by CPS Energy to reflect the extended Site Licensed Term for the respective CPS Energy Licensed Site.

6.3.2 After execution by both Parties, the revised Site License will be substituted for the Site License that has expired.

7. CONSTRUCTION

7.1 **Preliminary Access.** Consistent with Agreement Appendix F, Licensee and its employees, representatives, and contractors will have reasonable access for inspection and for any required structural analysis between the Application Date and the Site License Effective Date.

7.2 **Governmental Authorizations.**

7.2.1 Licensee will use its commercially reasonable efforts to obtain all permits and other governmental authorizations required for the installation and operation of Licensee Facilities.

7.2.2 If such authorizations are denied Licensee as to any CPS Energy Licensed Site, Licensee may terminate the Site License as to the denied CPS Energy Licensed Site, and CPS Energy will refund to Licensee, on a pro-rata basis, and Site License Fee, Aid-in-Construction, or other charges paid by Licensee.

7.3 **Restoration.** Within thirty (30) calendar days of expiration or other termination of the Agreement, Licensee will remove Licensee Facilities and restore the CPS Energy Licensed Site as nearly as reasonably possible to original condition, reasonable wear and tear, and damage due from a casualty or any third parties who are not agents of Licensee excepted.

7.3.1 If Licensee fails to timely remove Licensee Facilities, CPS Energy may remove the Licensee Facilities and restore the CPS Energy Licensed Site and shall invoice Licensee for CPS Energy's reasonable, as determined by CPS Energy, actual, and documented expense of the removal. CPS Energy shall not be responsible for the return of Licensee Facilities to Licensee.

7.3.2 CPS Energy shall not be responsible for the condition of any Licensee Facilities, any damage to Licensee Facilities unless damage is a result of CPS Energy's willful negligence or misconduct.

7.3.3 Licensee authorizes CPS Energy to recover its costs of restoring the CPS Energy Licensed Site and removing the Licensee Facilities from the surety bond Licensee's contractor must provide pursuant to this Agreement. If Licensee has other CPS Energy Licensed Sites that continue operative under this Agreement, Licensee shall provide CPS Energy written Notice that Licensee's contractor has replenished the surety bond required by this Agreement.

8. MAINTENANCE

8.1 CPS Energy will maintain the CPS Energy Licensed Site in a sound, clean and safe condition, subject to their primary function as electric and gas system facilities.

8.2 Licensee will maintain, repair, and replace the Licensee Facilities so they are at all times in a sound, clean, safe, and attractive condition reasonably required and approved by CPS Energy. If CPS Energy provides written Notice to Licensee of Licensee Facilities that require maintenance, repair, and/or replacement, Licensee shall perform such maintenance, repair, and/or replacement within thirty (30) days unless CPS Energy approves a longer timeframe, which approval will not be unreasonably withheld or delayed, but may be conditioned as determined necessary by CPS Energy for the security of its assets. Failure to comply will serve as grounds for CPS Energy to terminate the Agreement.

9. INSURANCE

9.1 **Insurance Requirement.** Licensee's contractors will keep in force during the Term sufficient insurance in accordance with Agreement Appendix F to fully protect CPS Energy from all damages, claims, penalties, fees, suits, and/or judgments

9.1.1 caused or claimed to have been caused by, or relating to the errors, omissions, or negligence, or strict liability attributable to, Licensee's contractors, its agents or employees or its subcontractors or their agents, or employees; and/or

9.1.2 caused or claimed to have been caused by, or relating to the errors, omissions, or negligence of CPS Energy, its agents or employees, or strict liability attributable to any of them, in connection with CPS Energy activities contemplated by this Agreement at the Licensed Sites

whether or not covered by any indemnity or by any other provision of this Agreement, with at least the coverage and corresponding amounts of insurance and consistent with the other requirements set out in the Agreement Appendix F or as reasonably changed by CPS Energy upon Notice to Licensee.

9.1.2 Insurance Protection for CPS Energy. It is the expressed intention of the Parties, both CPS Energy and Licensee, that with respect to the insurance obligation specified above, Licensee's contractor is to provide insurance that will protect CPS Energy from the consequences of CPS Energy's or its officers', employees', directors', or agents' own negligence, strict liability, or other fault, whether such negligence, strict liability or fault is the joint, concurrent, or sole cause of the claim in question.

9.1.3 Contractor's Insurance is Primary. Insurance provided by Licensee's contractor will be primary to any self-insurance or insurance maintained by CPS Energy and will name CPS Energy as an additional insured, but CPS Energy being so named shall not obligate CPS Energy to pay any portion of premiums which may become due under such policies.

9.1.4 Insurance Copy to CPS Energy. Licensee's contractor will furnish CPS Energy a copy of the certificate of insurance and endorsement documentation from the insurance agent or carrier of such insurance coverage on or before one week after the Site License Effective Date and annually thereafter during the Term, as required by the Site License.

9.1.5 CPS Energy to Review Insurance. Licensee's contractor shall allow CPS Energy to review and approve all underlying insurance policies and endorsement documentation associated with this Agreement prior to execution of this Agreement at a location in the state of Texas determined by CPS Energy. In addition, Licensee's contractor shall similarly furnish such insurance and endorsement documentation for CPS Energy's review upon receipt of written request by CPS Energy during the Term of this Agreement. CPS Energy's review and approval of the underlying policies shall not be construed as a waiver or relinquishment of any terms, conditions, or remedies otherwise available to CPS Energy under this Agreement.

9.1.6 Access Dependent on Coverage. Licensee's contractor will not have access to CPS Energy Licensed Sites until the copy of the insurance and

endorsement documentation for each CPS Energy Licensed Site in question has been received and approved by CPS Energy.

9.1.7 Contractor Insurance. Licensee will not utilize any contractor under this Agreement unless the contractor is and remains insured in accordance with the insurance requirements of this Section and Agreement Appendix G. Licensee's contractor shall furnish CPS Energy a copy of the certificate of insurance and endorsement documentation from the insurance agent or carrier of such insurance coverage on or before one week after the Site License Effective Date and annually thereafter during the Term, as required by the Site License. Licensee's contractor agrees to indemnify CPS Energy for any loss suffered by CPS Energy resulting from contractor's failure to be so insured.

9.1.8 Damages for Breach. CPS Energy's damages for the breach of the insurance provisions of this Section by Licensee's contractor shall include but not be limited to reimbursement for recovery which would have been provided by such insurance if properly maintained.

9.1.9 Compliance with Worker's Compensation. Licensee and its contractors will comply with all applicable worker's compensation laws and will from time to time at the written request of CPS Energy furnish evidence to CPS Energy that all payments required by such laws have been made.

10. RECLAMATION BY CPS ENERGY

10.1 CPS Energy Need. If CPS Energy determines, in its sole discretion, that it needs Outside Ground Space, space on a Communications Tower or Communications Shelter, or elsewhere on a CPS Energy Licensed Site covered by the Site License for its gas and electric utility purposes, CPS Energy may reclaim the CPS Energy Licensed Site, by giving Licensee 90-days written Notice. Licensee will remove the Licensee Facilities on or before the first of the month after the expiration of the 90-day period.

10.1.1 The Parties will use their best efforts to locate another CPS Energy Licensed Site with an existing Communications Tower or Communications Shelter, as applicable, that is suitable for Licensee's purposes.

10.1.2 If a suitable replacement CPS Energy Licensed Site with an existing Communications Tower or Communications Shelter is not located within the ninety (90) day period, CPS Energy will terminate the Site License in question and refund the pro-rata part of any Licensee Aid-In-Construction Payment applicable to the CPS Energy Licensed Site in question, using a five (5) year straight-line depreciation attributable to the portion of the Site License Term remaining after Licensee has removed the Licensee Facilities from the reclaimed CPS Energy Licensed Site.

10.1.3 The Annual Site License Fee attributable to a reclaimed CPS Energy Licensed Site will not be due for the period between Licensee's cessation of

operations at the reclaimed CPS Energy Licensed Site and the commencement of operations at the replacement site, if any, or the remainder of the Site License Term if a replacement CPS Energy Licensed Site is not found. Any pre-paid annual fee will be promptly refunded to Licensee, provided, however, that CPS Energy will apply the pre-paid Annual Fee to the new CPS Energy Licensed Site if a replacement CPS Energy Licensed Site is found and will retain the pro-rata share of the pre-paid Annual Fee expended for the year by the CPS Energy Licensed Site that CPS Energy has reclaimed.

10.2 Licensee Non-Use. CPS Energy may reclaim a CPS Energy Licensed Site if Licensee has not installed substantially all Licensee Facilities set out in Licensee's Site License at a CPS Energy Licensed Site within twelve (12) months of the date CPS Energy makes the CPS Energy Licensed Site available to Licensee for installation of the Licensee Facilities.

10.2.1 If Licensee fails to make such timely installation, CPS Energy shall reclaim the CPS Energy Licensed Site and make it available for use by other parties.

10.2.2 CPS Energy may grant Licensee a reasonable extension in the event of extenuating circumstances, to be determined in CPS Energy's sole judgment, made known to CPS Energy by the Licensee.

10.2.3 CPS Energy will refund to Licensee seventy-five percent (75%) of any Aid-In-Construction payment made by Licensee as to such Licensed Site, and Licensee will forfeit:

10.2.3.1 twenty-five percent (25%) of any Aid-in-Construction payments made for the CPS Energy Licensed Site;

10.2.3.2 all fees due for the CPS Energy Licensed Site prior to reclamation;

10.2.3.3 all Make-Ready Charges for structural modifications and analysis to the CPS Energy Licensed Site; and

10.2.3.4 any reimbursements made to CPS Energy for costs incurred on Licensee's behalf at the CPS Energy Licensed Site.

10.2.4 The remainder of Licensee's Aid-In-Construction payment, together with any Annual Site License Fees and reimbursements theretofore made by Licensee, Make-Ready Charges, and Application Fees that are applicable to the CPS Energy Licensed Site are not refundable to Licensee.

10.2.5 Licensee shall be liable to CPS Energy for any Reimbursement items incurred by CPS Energy that have not yet been billed to Licensee, and

Licensee agrees herein that such amounts may be withheld from the surety bond required of Licensee's contractor pursuant to Section 11.

10.3 **Sites Not Licensed.** CPS Energy may revoke this Agreement if Licensee has not submitted an Application to locate Licensee Facilities on a CPS Energy Licensed Site within one (1) year of the Effective Date.

11. Surety Bond

11.1 Licensee shall require that any contractor performing work for Licensee pursuant to this Agreement shall obtain, at its expense, and shall keep in force and effect a Twenty-Five Thousand and No/100 (\$25,000) surety bond per each CPS Energy Licensed Site in the form and with sureties satisfactory to CPS Energy, to guarantee payment of all sums that may become due to CPS Energy under this Agreement, including Annual Site License Fees, and for all work to be performed or expenses to be incurred by CPS Energy under the terms of this Agreement, including but not limited to the removal of Licensee's Facilities upon termination or expiration of this Agreement.

11.2 The surety bond shall be in force and effect from the date of execution of this Agreement until the later of the following two dates: (1) the date this Agreement expires or is terminated; or (2) the date Licensee has removed all its Licensee Facilities from all CPS Energy Licensed Sites.

11.3 The amount of the surety bond or financial security shall not operate as a limitation upon obligations of the Licensee under this Agreement.

11.4 This Section shall survive the expiration of the Agreement.

12. DEFAULT

12.1 **Defined.** If the failure by either Party to perform any of its obligations under this Agreement continues for more than thirty (30) calendar days or such longer period as may reasonably be required and agreed to in writing by the Parties to correct the default with exercise of due diligence (Default), the non-defaulting Party, after written Notice to the defaulting Party specifying the Default for reasons other than force majeure as defined in this Agreement, may pursue remedies provided for in this Section.

12.2 **Remedies OF CPS Energy.** Upon Default by Licensee, with respect to a specific CPS Energy Licensed Site, in addition to its other remedies herein, CPS Energy will have the following remedies:

12.2.1 CPS Energy may, without liability to Licensee, terminate the Site License for any CPS Energy Licensed Site addressed by this Agreement and remove Licensee Facilities from CPS Energy Licensed Sites. If upon Licensee default and termination of any CPS Energy Licensed Site addressed by this Agreement pursuant to this Section, Licensee shall pay CPS Energy seventy-

five percent (75%) of the sum of the remaining annual payments applicable to that particular CPS Energy Licensed Site through the end of the applicable Site License Term for such CPS Energy Licensed Site.

12.2.2 CPS Energy shall be entitled to recover under the surety bond required by the Agreement.

12.3 Remedies of Licensee. Upon Default by CPS Energy with respect to a specific CPS Energy Licensed Site, Licensee's sole remedies will be to terminate the specific CPS Energy Licensed Site or to enforce specific performance. Notwithstanding this limitation, within 120 days of the determination that CPS Energy caused the damage, CPS Energy will be liable for the cost of restoration, repair, or replacement of any Licensee Facilities located on the CPS Energy Licensed Sites to the extent such Licensee Facilities are damaged or destroyed as a result of the negligent or willful act or omission of CPS Energy or its officers or employees, and Licensee will be absolved of liability for Annual Site License Fees during periods when Licensee is reasonably unable to operate at the CPS Energy Site as permitted by this Agreement. Licensee may operate out of a portable facility during restoration.

12.4 Appropriations; Funding. By executing this Agreement, Licensee warrants that it has funds appropriated and available to pay all amounts due thereunder through the end of the City's current fiscal year. Licensee further agrees to request all appropriations and funding necessary to pay for each license obtained pursuant to this Agreement for each subsequent fiscal year through the end of the term of the Agreement. In the event Licensee is unable to obtain the necessary appropriations or funding for each license obtained under this Agreement, Licensee may terminate the Agreement without liability for the charges set forth in Section 3.6. Licensee must provide CPS Energy thirty (30) days' written notice of its intent to terminate the Agreement under this section. Termination of the Agreement for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

13.1 Obligation to Indemnify. Licensee shall require that Licensee's contractor agrees to defend, indemnify and save CPS Energy, its officers, employees, directors, and agents, harmless from and against any and all claims, demands, damages, actions or causes of action, together with any and all losses, fines, penalties, costs or expenses (including attorneys' fees) in connection therewith or related thereto, including any such claims asserted by any person or entity, including without limitation, contractor, its affiliates, or its affiliates' employees, subcontractors and/or agents:

13.1.1 for personal injuries, death or damages arising from or in any manner growing out of or attributed to any act, omission, or negligence of contractor, its employees, agents or subcontractors, relating to the contractor's installation of Licensee Facilities under this Agreement;

and

13.1.2 with respect to the presence of contractor in or on the CPS Energy Licensed Site or in or on any other CPS Energy facilities on which activities associated with the installation of Licensee Facilities under this Agreement may occur.

13.3 **Notice of Claim.** CPS Energy shall give Licensee and Licensee's contractor prompt written Notice of any claim for which indemnification is or will be sought under this Section and shall cooperate and assist Licensee's contractor in the defense of the claim.

13.4 **Limitation of Liability.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other for consequential, special, incidental, or indirect damages or for any loss of use, revenue, or profit suffered by the other Party or its assigns, in connection with any obligation or breach of obligation under this Agreement, nor as a result of the unavailability of any facility or service to be provided by CPS Energy under this Agreement, or under any other circumstance. CPS Energy's total liability for any claims or damage arising out of or connected with this Agreement, regardless of the basis for such claims or damage, shall not exceed the amount of Annual Site License Fees and Aid-in-Construction paid by Licensee to CPS Energy under this Agreement.

13.5 **No Third-Party Beneficiaries.** The terms and provisions of this Agreement are intended for the benefit of CPS Energy and Licensee, except as otherwise expressly provided in this Agreement, and nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their permitted successors and assigns, any benefits, rights, or remedies under or by reason of this Agreement.

13.6 **Survival.** The provisions of this Section shall survive termination or expiration of this Agreement with respect to any activities of Licensee contemplated or arising under this Agreement.

14. ASSIGNMENT

14.1 **Approval of Assignment/Sublicense.** Licensee will not assign nor sublicense all or any part of its rights under this Agreement to any person or entity without the prior written approval of CPS Energy, which will not be unreasonably withheld or delayed but may be conditioned, as determined necessary by CPS Energy, for the security of its assets. In the event Licensee requests and CPS Energy approves an assignment or sublicense, no assignment or sublicense shall

occur until the Assignment Fee required by Agreement Appendix C is received by CPS Energy.

14.2 **Notice of Assignment/Sublicense.** Licensee shall provide written Notice to CPS Energy of any requested assignment or sublicense by certified mail. If CPS Energy has not responded in writing within ten (10) business days after receipt of such Notice by consenting, refusing to consent, or indicating what additional information it requires regarding the requested transfer, CPS Energy's consent will be deemed to have been given.

14.3 **INTENTIONALLY LEFT BLANK.**

14.4 INTENTIIONALLY LEFT BLANK.

14.5 In the event of an assignment allowed under this section, any assignees will become primarily liable, and Licensee will at all times remain liable as guarantor of the payment of License Fees and the performance of all other obligations of Licensee and such assignees under this Agreement.

15. ENVIRONMENTAL CONDITIONS

15.1 If Licensee learns that adverse environmental conditions exist at a CPS Energy Licensed Site and CPS Energy does not make a suitable alternate CPS Energy site available within one (1) month after written Notice from Licensee, Licensee may terminate the License as to the CPS Energy Licensed Site and the Aid-in-Construction payment, if any, and Annual Site License Fee due for the CPS Energy Licensed Site will be equitably reduced.

15.2 Licensee will not use at, store at, dispose of, or release at or into the CPS Energy Licensed Site any hazardous substance(s), will hold CPS Energy harmless from any claims and/or costs of eliminating the hazardous substance(s) from the CPS Energy Licensed Site caused by Licensee, and agrees to assume liability for any claims and/or costs of eliminating the hazardous substance(s) from the CPS Energy Licensed Site for which CPS Energy can establish Licensee is responsible.

16. FORCE MAJEURE

16.1 Force Majeure will include fire, flood, strike or other labor difficulty, accident, breakdown of machinery or facilities, violation of easements, shortages of material or equipment not the result of a Party's negligence or willful misconduct, acts of God, lawful restraint or withholding of approvals by any governmental authority, including the City of San Antonio, war, insurrection or riot, or any other cause, except financial conditions, reasonably beyond the control of a Party. A Party's performance of any construction, installation, operation, or maintenance obligation will be excused as long as the reasonable effect of the Force Majeure continues, but the Force Majeure will not excuse or delay the performance of any financial obligation.

16.2 A Party shall provide written Notice of Force Majeure no later than forty-eight (48) hours of the event producing the Force Majeure.

17. NO LIENS

Neither Party shall have the right to create or impose any extrajudicial liens or any other encumbrance on CPS Energy Licensed Sites or any property owned by the other Party.

18. NOTICE

Every notice, objection, specification, designation, termination, approval or other communication (Notice) to a Party under this Agreement will be in writing, addressed to the other Party at the address of the other Party set forth below, and will be deemed effective (i) when personally delivered by the Party, (ii) whether actually received or not, three (3) calendar days after it is deposited in any post office or mail receptacle regularly maintained by the United States Government, certified or registered mail, return receipt requested, postage prepaid, or (iii) on the next delivery date after it is placed with a delivery service, such as Federal Express, which provides same-day or overnight service and requires a written receipt, or (iv) when received, if transmitted by electronic facsimile means on a business day to a party's fax number set forth below.

TO CPS Energy CPS Energy
 P.O. Box 1771
 San Antonio, Texas 78296
 Attn: Executive Files
 Fax: 210-353-2449

and a copy to: CPS Energy
 P.O. Box 1771
 San Antonio, Texas 78296
 Attn: Communication Services Program Manager
 Fax: 210-353-4030

TO LICENSEE

Fax: _____

and a copy to:

Fax: _____

19. GENERAL PROVISIONS

19.1 **Compliance.** The Parties will comply with all local, state and federal laws, regulations, ordinances, and orders.

19.2 **No Brokers.** Each Party represents that no broker was involved in this transaction or is entitled to a commission.

19.3 **Quiet Enjoyment.** If Licensee performs all its obligations under this Agreement, it will peacefully enjoy use of the Site Licenses during their respective term and any extension thereof.

19.4 **Publicity.** No press release or other publicity not required by law will be permitted without the prior written approval of both Parties.

19.5 **Irrevocability.** A Site License is not revocable by either Party except as expressly provided in this Agreement.

19.6 **No Fixtures.** Licensee Facilities will remain the sole property of Licensee whether or not attached to Communications Towers, Communications Shelter, or CPS Energy Licensed Sites, provided, however, that any structural modifications to Communications Towers, including mounting platforms or supports, but excluding antennae, or to the Communications Shelters, including mounting racks, will become the property of CPS Energy upon termination or final expiration of this Agreement, and Licensee shall leave such on the CPS Energy Licensed Site upon Licensee vacating the CPS Energy Licensed Site. By executing this Agreement, Licensee agrees that ownership of all structural modifications made to the Communications Tower or Communications Shelters by, on behalf of, or for Licensee shall transfer to CPS Energy, and Licensee will transfer title to such facilities to CPS Energy.

19.7 **Words in Parenthesis.** Capitalized words in parenthesis are terms which are defined in the sentences in which they appear. When those capitalized words are used elsewhere in this Agreement they have the same definition unless another meaning is clearly expressed.

19.8 **Severability.** If any part of any provision of this Agreement not constituting a major or indivisible part of the consideration to either party is declared invalid or unenforceable under applicable law, that part will be ineffective only to the extent of such invalidity without affecting the remaining parts of the provision or the remaining provisions of this Agreement

19.9 **Applicable Law.** This Agreement will be construed under Texas laws. The venue of any action brought under this Agreement will be in Bexar County, Texas.

**CITY PUBLIC SERVICE BOARD OF
SAN ANTONIO/CPS ENERGY**

LICENSEE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENT APPENDIX A 2009 MLA

APPLICATION FOR NEW CPS ENERGY LICENSED SITE

LICENSEE APPLICANT: _____ DATE: _____

ADDRESS: _____
Street Address or PO Box City State Zip Code

LICENSEE BUSINESS CLASSIFICATION: _____ TOWER ID NO.: _____

CPS ENERGY SITE LOCATION: _____ DATE NEEDED: _____

ALTERNATE SITE LOCATION (if requested site not be available): _____

REQUESTED ATTACHMENT HEIGHT (ft): _____

ALTERNATIVE HEIGHTS: Maximum height above ground: _____ Minimum height above ground: _____

ANTENNA SPECIFICATIONS: TOTAL NUMBER ANTENNAS REQUESTED: _____

| # Of Antenna | Antna Type (Panel, Whip, Dish, Yagi) | Attach Height (FT.) | Manufacturer & Catalogue No. | Dimensions (Length, Width, Depth) | Weight (lbs & oz) | Directional Azimuth | Transmit / Receive Freqs. | Radiated Power |
|--------------|---|---------------------|------------------------------|-----------------------------------|-------------------|---------------------|---------------------------|----------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

DISH ANTENNAS INCLUDE RAYDOME? YES NO

TYPE OF MOUNTING BRACKETS USED ON EACH ANTENNA: _____

REQUESTING SHELTER SPACE: INSIDE OUTSIDE

IS COLLOCATION AT THIS SITE CONTINGENT UPON SHELTER SPACE AVAILABILITY? YES NO

DESCRIPTION AND DIMENSIONS OF EQUIPMENT LOCATED IN SHELTER SPACE:

| Inside / Outside | Equipment Description | Equipment Dimensions | Sq Ft |
|--------------------|-----------------------|----------------------|-------|
| | | | |
| | | | |
| | | | |
| Total Sq Ft | | | |

NUMBER OF COAXIAL CABLES: _____
(How many) Size

FCC LICENSE NUMBER/PERMIT NO. (Attach copy): _____

ESTIMATE TOTAL ELECTRICAL LOADING REQUIREMENTS FOR ALL LICENSEE FACILITIES TO BE INSTALLED:

ESTIMATED AVERAGE REAL USAGE: _____ ESTIMATED PEAK: _____

ESTIMATED AVERAGE REACTIVE POWER: _____

TOTAL HEAT (BTUs) GENERATED BY ALL LICENSEE FACILITIES:

MINIMUM BTUs _____ MAXIMUM BTUs _____

CONDUIT REQUIRED (If any): Number _____ Size _____ Type _____

PROXIMITY TO LICENSEE FACILITIES _____

ADDITIONAL COMMUNICATION SERVICES NEEDS: _____

SPECIAL SECURITY REQUESTS: _____

KNOWN OR SUSPECTED INTERFERENCE ISSUES: _____

DESCRIBE THE SERVICES TO BE PROVIDED BY THE LICENSEE FACILITIES INSTALLED: _____

APPLICANT SHALL PROVIDE THE FOLLOWING INFORMATION AS AN ATTACHMENT TO THIS APPLICATION:

- provide copy of valid FCC license or other appropriate certificates or permits as required providing the services;
- provide a brief general description of the Applicant's qualifications to provide the services over, on, or through the equipment to be installed at or on the CPS facilities;
- provide a copy of the manufacturer's detailed specifications for each proposed antenna, including a photograph or similar illustration and a complete description of all pertinent physical and electrical characteristics;
- a description of all Licensee Equipment to be installed;
- provide layout request of equipment;
- the physical dimensions and weight of all Licensee Equipment to be installed;
- a description of environmental operating requirements (ambient temperature, humidity, etc.) of all Licensee Facilities to be installed;
- a list of the any company names(s), contact person(s), and telephone numbers of all subcontractors, if any, Applicant intends to use for installing, maintaining, or operating equipment facilities associated with the License.
- a completed Employee Authorization List (Attachment H)
- a completed Contractor Authorization List (Attachment I)
- all permits and letters of authorization from all affected parties (i.e. land owners, government agencies).

\$2,500.00 CHECK OR MONEY ORDER MUST ACCOMPANY THE APPLICATION. THIS IS A PROCESSING FEE THAT IS NON-REFUNDABLE AND NON-TRANSFERABLE.

CPS ENERGY WILL APPROVE/DENY THIS APPLICATION WITHIN TWENTY (20) DAYS OF RECEIPT DATE. THIS APPLICATION WILL EXPIRE, SIXTY (60) DAYS FROM APPLICATION APPROVAL DATE, UNLESS A SITE LICENSE AGREEMENT IS EXECUTED BY LICENSEE AND LICENSOR FOR THIS SITE.

INFORMATION SUBMITTED MAY BECOME PART OF THE CONTRACT DOCUMENTS IN WHOLE OR IN PART IF APPLICANT'S LICENSE IS GRANTED. ANY CHANGES OR SUBSTITUTIONS IN INFORMATION SUBMITTED SHALL BE MADE ONLY WITH WRITTEN CONSENT OF CPS, AND SHALL NOT BE CAUSE FOR INVALIDATING THE COMMUNICATIONS FACILITIES LICENSE AGREEMENT OR THE SITE LICENSE AGREEMENT.

ADDITIONAL COMMENTS OR TERMS: _____

AUTHORIZED LICENSEE REPRESENTATIVE

LICENSEE

PRINT NAME: _____

DATE: _____

PRINT TITLE: _____

-----**FOR CPS ENERGY USE ONLY**-----

CPSE DATE RECEIVED: _____ **CPSE APPROVED DATE:** _____ **APP NUMBER:** _____

APPROVED BY (Signature): _____ **PRINT NAME:** _____

The stated annual fees are based on the Facilities License Fee Schedule set out as Agreement Appendix D and are subject to escalation as provided for in Section 3.6 and to increase in connection with any extension of the Term of this Site License, as provided for in Section 6.3 of the Agreement.

ESCORT FEES WILL BE PAID IN ACCORDANCE WITH THE AGREEMENT Appendix F IN EFFECT WHEN THE CHARGES ARE INCURRED.

AGREEMENT APPENDIX B

APPLICATION FOR CHANGE or UPGRADE

2009 MLA

LICENSEE APPLICANT: _____ DATE: _____

LICENSEE BUSINESS CLASSIFICATION: _____ TOWER ID NO.: _____

CPS ENERGY SITE LOCATION: _____ DATE CHANGE NEEDED: _____

CURRENT ATTACHMENT HEIGHT (ft): _____ NEW REQUESTED HEIGHT: _____
 ALTERNATIVE HEIGHTS: _____

Maximum height above ground: _____ Minimum height above ground: _____

EXISTING ANTENNA SPECIFICATIONS: _____ TOTAL # OF EXISTING ANTENNAS: _____

| # Of Antenna | Antna Type (Panel, Whip, Dish, Yagi) | Attach Height (FT.) | Manufacturer & Catalogue No. | Dimensions (Length, Width, Depth) | Weight (lbs & oz) | Directional Azimuth | Transmit / Receive Freqs. | Radiated Power |
|--------------|--------------------------------------|---------------------|------------------------------|-----------------------------------|-------------------|---------------------|---------------------------|----------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

DISH ANTENNAS INCLUDE RAYDOME? YES NO

NEW ANTENNA SPECIFICATIONS: _____ TOTAL # OF NEW ANTENNAS: _____

| # Of Antenna | Antna Type (Panel, Whip, Dish, Yagi) | Attach Height (FT.) | Manufacturer & Catalogue No. | Dimensions (Length, Width, Depth) | Weight (lbs & oz) | Directional Azimuth | Transmit / Receive Freqs. | Radiated Power |
|--------------|--------------------------------------|---------------------|------------------------------|-----------------------------------|-------------------|---------------------|---------------------------|----------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

DISH ANTENNAS INCLUDE RAYDOME? YES NO

EXISTING MOUNTING BRACKETS USED ON EACH ANTENNA: _____

NEW MOUNTING BRACKETS USED ON EACH ANTENNA: _____

EXISTING EQUIPMENT DESCRIPTION AND DIMENSIONS:

| Keep / Remove | Shelter Space Inside/Outside | Equipment Description | Equipment Dimensions | Sq Ft |
|---------------|------------------------------|-----------------------|----------------------|-------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Sq Ft | | | | |

APPLICATION FOR LICENSEE APPLICANT: _____ SITE NAME: _____

NEW EQUIPMENT DESCRIPTION AND DIMENSIONS:

| Shelter Space Inside/Outside | Equipment Description | Equipment Dimensions | Sq Ft |
|------------------------------|-----------------------|----------------------|-------|
| | | | |
| | | | |
| | | | |
| Total Sq Ft | | | |

EXISTING NUMBER OF COAXIAL CABLES: _____ # (How many) _____ Size _____

NEW NUMBER OF COAXIAL CABLES: _____ # (How many) _____ Size _____

ESTIMATE OF TOTAL ELECTRICAL LOADING REQUIREMENTS FOR ALL LICENSEE FACILITIES TO BE INSTALLED:

EST. CURRENT AVERAGE REAL USAGE: _____ EST. NEW AVERAGE REAL USAGE: _____
 EST. CURRENT PEAK: _____ EST. NEW PEAK: _____
 EST. CURRENT AVERAGE REACTIVE POWER: _____ EST. NEW AVERAGE REACTIVE POWER: _____

TOTAL HEAT (BTUs) GENERATED BY ALL LICENSEE FACILITIES:

CURRENT MINIMUM BTUs _____ CURRENT MAXIMUM BTUs _____
 NEW MINIMUM BTUs _____ NEW MAXIMUM BTUs _____

CONDUIT REQUIRED (If any): Number _____ Size _____ Type _____

PROXIMITY TO LICENSEE FACILITIES _____

ADDITIONAL COMMUNICATION SERVICES NEEDS: _____

SPECIAL SECURITY REQUESTS: _____

KNOWN OR SUSPECTED INTERFERENCE ISSUES: _____

DESCRIBE THE SERVICES TO BE PROVIDED BY THE LICENSEE FACILITIES INSTALLED: _____

APPLICANT SHALL PROVIDE THE FOLLOWING INFORMATION AS AN ATTACHMENT TO THIS APPLICATION:

- provide a copy of the manufacturer's detailed specifications for each proposed antenna, including a photograph or similar illustration and a complete description of all pertinent physical and electrical characteristics;
- a description of all Licensee Equipment to be installed not included above;
- provide layout request of equipment;
- the physical dimensions and weight of all Licensee Equipment to be installed not included above;
- a description of the environmental operating requirements (ambient temperature, humidity, etc.) of all Licensee Facilities to be installed;
- a list of the any company names(s), contact person(s), and telephone numbers of all subcontractors, if any, Applicant intends to use for installing, maintaining, or operating equipment facilities associated with the License.
- a completed, updated Employee Authorization List (Attachment H)
- a completed, updated Contractor Authorization List (Attachment I)
- all permits and letters of authorization from all affected parties (i.e. land owners, government agencies).

\$2,500.00 CHECK OR MONEY ORDER MUST ACCOMPANY THE APPLICATION. THIS IS A PROCESSING FEE THAT IS NON-REFUNDABLE AND NON-TRANSFERABLE.

CPS ENERGY WILL APPROVE/DENY THIS APPLICATION WITHIN TWENTY (20) DAYS OF RECEIPT DATE. THIS APPLICATION WILL EXPIRE, SIXTY (60) DAYS FROM APPLICATION APPROVAL DATE, UNLESS A SITE LICENSE AGREEMENT IS EXECUTED BY LICENSEE AND LICENSOR FOR THIS SITE.

INFORMATION SUBMITTED MAY BECOME PART OF THE CONTRACT DOCUMENTS IN WHOLE OR IN PART IF APPLICANT'S LICENSE IS GRANTED. ANY CHANGES OR SUBSTITUTIONS IN INFORMATION SUBMITTED SHALL BE MADE ONLY WITH WRITTEN CONSENT OF CPS, AND SHALL NOT BE CAUSE FOR INVALIDATING THE COMMUNICATIONS FACILITIES LICENSE AGREEMENT OR THE SITE LICENSE AGREEMENT.

APPLICATION FOR LICENSEE APPLICANT: _____ **SITE NAME:** _____

AUTHORIZED LICENSEE REPRESENTATIVE

LICENSEE

PRINT NAME: _____

DATE: _____

PRINT TITLE: _____

-----**FOR CPS ENERGY USE ONLY**-----

CPSE DATE RECEIVED: _____ **CPSE APPROVED DATE:** _____ **APP NUMBER:** _____

APPROVED BY (Signature): _____ **PRINT NAME:** _____

The stated annual fees are based on the Facilities License Fee Schedule set out as Agreement Appendix D and are subject to escalation as provided for in Section 3.6 and to increase in connection with any extension of the Term of this Site License, as provided for in Section 6.3 of the Agreement.

ESCORT FEES WILL BE PAID IN ACCORDANCE WITH THE AGREEMENT Appendix F IN EFFECT WHEN THE CHARGES ARE INCURRED.

AGREEMENT APPENDIX C

2009 MLA

SITE LICENSE FOR CPS ENERGY LICENSED SITE

Appendix A establishes site-specific requirements necessary for an approved CPS Energy Licensed Site.

- APPLICANT MUST PROVIDE THE FOLLOWING PRIOR TO CPS ENERGY APPROVAL:**
- **Make-Ready Costs, if applicable.** Appendix D fees and/or charges must be paid in full to CPS Energy prior to issuance of the Site License.
 - **Insurance Requirements (Agreement Appendix G)**
 - **Surety Bond (See Section 11)**

LICENSEE: (NAME): _____

ADDRESS: _____

Street Address or PO Box City State Zip Code

APPLICATION NO.: _____ FACILITIES LICENSING AGREEMENT NO.: _____

SITE NAME: _____ SITE ADDRESS: _____

USE: _____ FCC LICENSE NUMBER: _____

SITE LICENSE EFFECTIVE DATE: _____ SITE LICENSE EXPIRATION DATE: _____

LICENSEE OR ITS CONTRACTORS SHALL NOT ACCESS THE CPS ENERGY LICENSED SITE PRIOR TO (1) THE SITE LICENSE EFFECTIVE DATE, AND (2) EXECUTION OF THIS SITE LICENSE BY CPS ENERGY.

TOTAL NUMBER OF ANTENNA: _____

ANTENNA SPECIFICATIONS: TOTAL # OF ANTENNAS: _____

| # Of Antenna | Antna Type (Panel, Whip, Dish, Yagi) | Attach Height (FT.) | Manufacturer & Catalogue No. | Dimensions (Length, Width, Depth) | Weight (lbs & oz) | Directional Azimuth | Transmit / Receive Freqs. | Radiated Power |
|--------------|--------------------------------------|---------------------|------------------------------|-----------------------------------|-------------------|---------------------|---------------------------|----------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

DISH ANTENNAS INCLUDE RAYDOME? YES NO

TYPE OF MOUNTING BRACKETS USED ON EACH ANTENNA: _____

DESCRIPTION AND DIMENSIONS OF EQUIPMENT LOCATED IN SHELTER SPACE:

| Shelter Space Inside/Outside | Equipment Description | Equipment Dimensions | Sq Ft |
|------------------------------|-----------------------|----------------------|-------|
| | | | |
| | | | |
| | | | |
| | | | |
| Total Sq Ft | | | |

NUMBER OF COAXIAL CABLES: _____ # (How many) _____ Size

LICENSEE: _____ SITE NAME: _____ EFFECTIVE DATE: _____

TOTAL ANNUAL SITE LICENSE FEE: \$ _____ AID IN CONSTRUCTION COSTS (IF APPLICABLE): \$ _____

Tower / Antenna Fees: \$ _____
Shelter Fees: \$ _____
Estimated Electric Fees: \$ _____
Other Fees: \$ _____

| Shelter Fee Summary: | | |
|---------------------------|-------|---------|
| Customer Inside Shelter | _____ | sq. ft. |
| Customer Outside Shelter | _____ | sq. ft. |
| Comm. Provider Allocation | _____ | sq. ft. |

BRIEF DESCRIPTION OF OTHER FEES: _____

ADDITIONAL COMMENTS OR TERMS: _____

The stated annual fees are based on the Facilities License Fee Schedule set out as Agreement Appendix D and are subject to escalation as provided for in Section 3.6 and to increase in connection with any extension of the Term of this Site License, as provided for in Section 6.3 of the Agreement.

ESCORT FEES WILL BE PAID IN ACCORDANCE WITH THE AGREEMENT Appendix F IN EFFECT WHEN THE CHARGES ARE INCURRED.

CITY PUBLIC SERVICE / LICENSOR
PRINT NAME: _____
PRINT TITLE: _____
DATE: _____

LICENSEE
PRINT NAME: _____
PRINT TITLE: _____
DATE: _____

AGREEMENT APPENDIX D FEES AND CHARGES

The total annual rate is comprised of the tower leasing rate, any line premium charges or discounts, the shelter rate, any miscellaneous charges below and the customers electric usage.

Annual Site License Fee - Tower

Monopole Towers

Monopole towers are leased by the platform height for up to 12 antennas or cables, whichever number of the two is greater. All rates are based on the highest point that is occupied by the tenant (*i.e.*, the top of the antenna). Monopole towers require an up-front **Aid-In-Construction (AIC) payment of \$35,000**. Any towers built after January 1, 2009, regardless of tower type will require the AIC payment and the following applicable Monopole Tower price structure:

| Height | Annual Payment |
|--------------|----------------|
| Above 400' | \$ 32,458.68 |
| 351' to 400' | \$ 29,110.92 |
| 301' to 350' | \$ 26,108.40 |
| 251' to 300' | \$ 23,415.60 |
| 201' to 250' | \$ 21,000.60 |
| 186' to 200' | \$ 18,834.60 |
| 171' to 185' | \$ 16,892.04 |
| 146' to 170' | \$ 15,149.76 |
| 126' to 145' | \$ 13,587.24 |
| 106' to 125' | \$ 12,185.88 |
| 86' to 105' | \$ 10,929.00 |
| 0' to 85' | \$ 9,801.72 |

If a Licensee is approved to install more than 12 antennas or cables the following premium shall apply:

| # of Lines | Premium Charge |
|-------------------|-----------------------|
| 13 | \$ 600 |
| 14 | \$ 1,200 |
| 15 | \$ 1,800 |
| 16 | \$ 2,400 |
| 17 | \$ 3,000 |
| 18 | \$ 3,600 |
| 19 | \$ 4,200 |
| 20 | \$ 4,800 |
| 21 | \$ 5,400 |
| 22 | \$ 6,000 |
| 23 | \$ 6,600 |
| 24 | \$ 7,200 |

Non-Monopole Towers

Non-monopole towers that existed as of May 17, 1996, do not require an up-front AIC payment. Pricing for these towers is determined based on the number of antennas and/or cables, whichever number of the two is greater. The base price is at 12 antennas or cables, whichever number of the two is greater. These towers will utilize the following pricing structure with the base price at 12 antennas and/or cables, whichever number of the two is greater is:

| Height | Annual Payment |
|---------------|-----------------------|
| Above 400' | \$ 43,578.00 |
| 351' to 400' | \$ 39,083.40 |
| 301' to 350' | \$ 35,052.36 |
| 251' to 300' | \$ 31,437.12 |
| 201' to 250' | \$ 28,194.72 |
| 186' to 200' | \$ 25,286.76 |
| 171' to 185' | \$ 22,678.68 |
| 146' to 170' | \$ 20,338.80 |
| 126' to 145' | \$ 18,241.80 |
| 106' to 125' | \$ 16,360.32 |
| 86' to 105' | \$ 14,672.88 |
| 0' to 85' | \$ 13,159.56 |

If there are less than 12 antennas and/or cables, whichever number of the two is greater, a reduction of 6.25% per the antenna/cable will apply.

If there are more than 12 antennas and/or cables, whichever number of the two is greater, the following line premium charges will apply:

| # of Lines | Premium Charge |
|------------|----------------|
| 13 | \$ 600 |
| 14 | \$ 1,200 |
| 15 | \$ 1,800 |
| 16 | \$ 2,400 |
| 17 | \$ 3,000 |
| 18 | \$ 3,600 |
| 19 | \$ 4,200 |
| 20 | \$ 4,800 |
| 21 | \$ 5,400 |
| 22 | \$ 6,000 |
| 23 | \$ 6,600 |
| 24 | \$ 7,200 |

Annual Site License Fee - Shelter

Inside Shelter Rate

Inside shelter space shall be charged by the actual square footage of equipment, any pads, platforms or other structure where the equipment sits, whichever number of the two is greater:

| | |
|---|-----------|
| Annual Inside Cost Per Square Foot | \$ 201.60 |
|---|-----------|

Outside Shelter Rate

Outside shelter space shall be charged by the actual square footage of equipment, any pads, platforms or other structure where the equipment sits, whichever number of the two is greater:

| | |
|--|-----------|
| Annual Outside Cost Per Square Foot | \$ 120.96 |
|--|-----------|

Customer-Owned Shelter Rate

For approved tenant-owned shelters, space will be charged by the actual square footage of the shelter and any additional space needed to accommodate the shelter, platforms or other structure where the equipment sits, whichever number of the two is greater:

| | |
|---|----------|
| Annual Tenant-Owned Cost Per Square Foot | \$ 92.76 |
|---|----------|

Annual Site License Fee - Miscellaneous

Miscellaneous Fees:

The following may apply:

Application/Change Fee: \$ 2,500.00
Fee applies to any new applications or applications to change existing Site Licenses.

Aid-In-Construction: \$ 35,000.00
Fee applies to all new collocations on Monopole Towers or towers built after March 1, 2009.

Assignment of Obligation Fee: \$ 550.00
Fee to assign Site License obligations and privileges to another company due to merger or buy-out.

Structural Analysis: Actual Cost plus \$500.00
CPS Energy will hire and manage an outside firm to conduct the structural analysis and will bill Licensee the actual costs plus a \$500 fee.

Interference Analysis: Actual Cost plus \$500.00
CPS Energy will hire and manage an outside firm to conduct the interference analysis and will bill Licensee the actual costs plus a \$500 fee.

Badge Deposits: Rate at Time of Request
Licensee will be required to post a deposit for a CPS Energy contractor badge. The badge deposit that is being charged for all CPS Energy contractor badges at the time will apply. Licensee and contractors are not allowed to give their badge to anyone else or allow their badge to be used by anyone else at anytime. If badge is lost or stolen, Licensee must inform CPS Energy within 24 hours.

Key Deposits: Rate at Time of Request
Licensee will be required to post a deposit for any CPS Energy keys issued to them. The key deposit that is being charged for the specific key at the time will apply. Licensee and contractors are not allowed to give their key to anyone else or allow their key to be used by anyone else at anytime. If keys are lost or stolen, Licensee must inform CPS Energy within 24 hours.

Annual Site License Fee - Electric Usage

Charges for electricity used will be based on CPS Energy's General Service Electric (PL) rate in effect for the billing period multiplied by an estimated kilowatt hour (KWh) usage level that will be adjusted by periodic usage audits performed by CPS Energy. An average expected rate and usage will be determined and billed on January 1 of each year for that year. Any changes in rates or usage (other than for upgrades or additions which will be reflected in the updated costs) will be charged on the following January 1 bill.

AGREEMENT APPENDIX E

APPLICATION FOR MAKE-READY WORK

Field survey work associated with your Application No. _____ for a CPS Energy Communications Facility, dated _____, has been completed, and the approved Application is included with this form.

The following is a summary of the estimated Make-Ready Charges which will apply.

Licensor Work Order # _____

Description of Modifications:

| <u>Make-Ready Work</u> | <u>TotalSub Totals</u> | <u>Grand Total</u> |
|------------------------|------------------------|--------------------|
| Labor Total | \$ _____ | |
| Equipment Total | \$ _____ | |
| Material Total | \$ _____ | |
| Sub Total | | \$ _____ |
| | | |
| Indirect Total | \$ _____ | |
| Sub Total | | \$ _____ |
| | | |
| Less Salvage Credit | | \$ _____ |
| | | |
| Total Cost | | \$ _____ |

In accordance with the CPS Energy Communications Facilities License Agreement, these costs must be paid in full to CPS Energy prior to issuance of a Site License for the above specified CPS Energy Licensed Site. These costs are estimates only, and actual costs may result in additional charges or reimbursements to Applicant.

| |
|---|
| <p>PLEASE RETURN THIS FORM, WITH FULL PAYMENT TO CPS ENERGY, WITHIN SIXTY (60) DAYS OF APPLICATION APPROVAL DATE OR APPLICATION WILL EXPIRE.</p> |
|---|

AGREEMENT APPENDIX F

ESCORT REQUIREMENTS AND GUIDELINES

I. REVISIONS

CPS Energy may revise these Escort Requirements and Guidelines as needed to address matters necessary to the security and operations of the CPS Energy Licensed Sites in which third parties, including Licensee, are located. CPS Energy will provide Licensee thirty (30) days advance written Notice.

II. CPS ENERGY ESCORT CHARGES

The charge category of standard time, time and one-half, or double time will be based on the actual CPS Energy labor charges that CPS Energy may adjust annually. If the work begins in one category, and moves to another category by the end of the billing block, each additional half-hour will be billed at the next charge category.

| | <u>Charge for first hour</u> | <u>Each additional half-hour</u> |
|-------------------|------------------------------|----------------------------------|
| Standard time | \$ 68.02 | \$34.01 |
| Time and one-half | \$117.29 | \$58.65 |
| Double time | \$153.74 | \$76.87 |

Standard time is considered as 8:00 a.m. to 4:00 p.m., Monday thru Friday, excluding CPS Energy Holidays as defined below.

Time and one-half will be charged for hours outside of the Standard time or CPS Energy Holidays as defined below. Time and one-half will also be charged for after-hour telephone response to requests, alarms or emergencies. A minimum of 1 hour will be charged.

Double time will be charged on CPS Energy Holidays as defined below and for any on-site response or call-out after Standard time.

Trip Charge: \$50 for the first site escorted on a specific day. \$25 for each additional consecutive site visited with the same escort on the same day. CPS Energy may adjust the trip charge annually.

CPS Energy Holidays include: New Year's day, Martin Luther King day, Battle of Flowers day, Memorial day, 4th of July, Labor day, Thanksgiving day, the day after Thanksgiving, Christmas Eve, Christmas day, and New Year's Eve.

III. TAXES

Collocator will pay all federal, state and other taxes, including property taxes, charged to or assessed against Licensee or CPS Energy resulting from the location of the Licensee Facilities. This provision does not apply to governmental entities.

IV. ACCESS

A. Access to the CPS Energy Licensed Site will be through established gates and doors. Escorts must be scheduled twenty-four (24) hours in advance except in emergencies when equipment is inoperable.

1. During initial construction or a major expansion, escorts can be scheduled during normal CPS Energy working hours of 8:00 a.m. through 4:00 p.m., excluding the lunch hour of one hour. If work extends into other than normal CPS Energy working hours, Licensee must obtain permission from CPS Energy to work beyond normal work hours, and the overtime differential may be billed at the discretion of CPS Energy.

2. Once Licensee Facilities are in service at a CPS Energy Licensed Site, an escort will be required and a charge incurred during all times that Licensee and/or Licensee's authorized representatives require access for any reason including, but not limited to, equipment servicing, preventative maintenance, and/or telecommunications problems.

3. Licensee will incur escort charges if a CPS Energy escort is on-site by appointment, and Licensee does not keep the appointment.

a. Thirty (30) minutes past the scheduled appointment time without notification will constitute a "no show," and the CPS Energy escort will be released. CPS Energy will bill Licensee two (2) hours.

b. If notification is received during the one (1) hour grace period of when arrival is expected and how long the escort will be required, the escort's remaining appointments will dictate whether a reschedule is necessary.

c. Notification of "no-show" within the one (1) hour grace period for reasonable cause, at the sole discretion of CPS Energy, will nullify the two (2) hour charge if the appointment must be rescheduled.

4. When Licensee or its authorized representatives undertakes initial construction or significant physical rearrangement or modifications to the Licensee Facilities or requires access to a CPS Energy Licensed Site, CPS Energy may at its discretion, require the presence of an escort, at Licensee's expense, to assure safety and site integrity.

a. Licensee must receive written notification from CPS Energy that this requirement has been waived before conducting any the activities at a CPS Energy Licensed Site.

b. Once site work is in progress, the escort will exercise discretion as to how closely the work must be monitored, *i.e.*, if there are only site integrity or construction plan conformity issues, and no CPS Energy safety issues involved.

B. Contractors, Subcontractors. Licensee agrees to be, and shall be, responsible for all acts, actions, and/or activity of the Licensee contractor and/or subcontractor within each CPS Energy Licensed Site. Keys, lock combinations, magnetic access cards, or other access control devices to each CPS Energy Licensed Site that are issued to Licensee or its authorized representatives, contractors or agents shall not be loaned to other contractor and subcontractor personnel. If CPS Energy determines that Licensee or its representatives contractors or agents has loaned keys, lock combinations, magnetic access cards or other access control devices to any person other than that person identified to CPS Energy as the keeper of such access control devices, at its discretion CPS Energy may require that all sites for that Licensee will require an escort until CPS Energy is satisfied that Licensee has taken sufficient steps to ensure the correct use and protection of such devices.

CPS ENERGY WILL NOT PROVIDE CONTRACTOR ACCESS APPROVAL WITHOUT BEING ESCORTED BY A REPRESENTATIVE OF LICENSEE UNTIL ALL SITES LEASED BY LICENSEE ARE COVERED UNDER THIS AGREEMENT.

C. Notice Before Entering and Exiting. When CPS Energy has given written approval and a Licensee representative, contractor, and/or subcontractor is not accompanied by a CPS Energy escort, Licensee shall notify the CPS Energy System Operator at (210) 353-4499 prior to entering and upon exiting any CPS Energy Licensed Site.

AGREEMENT APPENDIX G

Insurance Requirements for Licensee's Contractors

| | | |
|----|--|--|
| I. | Coverage Required | Limits of Liability and Additional Requirements |
| A. | Workers' Compensation Employers Liability Waiver of Subrogation | Statutory \$1,000,000/\$1,000,000/\$1,000,000 Required |
| B. | Commercial General Liability to include at a minimum coverage where the exposure exists: | Occurrence Basis |
| | Bodily Injury | \$1,000,000/occurrence] |
| | Property Damage | \$2,000,000/aggregate] |
| | Personal/Advertising Injury | Limits per location (each licensed site) |
| | CPS Energy as an Additional Insured | Required |
| C. | Business Automobile Liability to include at a minimum coverage where the exposure exists: | |
| | 1. Any Auto | Combined Single Limit for |
| | 2. All Owned Autos | Bodily Injury and |
| | 3. Scheduled Autos | Property Damage |
| | 4. Hired Autos | \$1,000,000 |
| | 5. Non-Owned Auto | |
| | 6. Garage Liability | |
| D. | Umbrella Liability Employers Liability Commercial General Liability and Business Auto Liability | \$4,000,000/occurrence \$4,000,000/aggregate |

II. Additional Provisions

- A. Commercial General Liability Contractual coverage must be provided for the hold-harmless provisions contained in the Injuries and Damages or Indemnification paragraph within the contract.
- B. Coverage must be sufficient to cover risks as provided for in Section 9 of this Agreement whether or not such protection is required by any indemnity or other provision of this Agreement. The limits enumerated in the foregoing Paragraph I are minimum requirements and shall not be construed as changing or limiting the extent of coverage required under Section 9 or elsewhere in this Agreement.
- C. Aggregate limits for coverage are to be applicable to each of the Licensed Sites covered by the Agreement, such that the full aggregate amount is applicable to each specific Licensed Site original included or later added under the Agreement.
- D. Details of coverage and other necessary information sufficient to make clear that all insurance requirement of this Schedule are adequately covered must be provided on Certificates of Insurance.
- E. A statement that thirty (30) day written Notice of policy cancellation or material change must be given to CPS Energy.
- F. Renewal Certificates of Insurance must be submitted to CPS Energy for review and approval a minimum of fifteen (15) days prior to expiration.
- G. All coverage must be with companies licensed or qualified to do business in the State of Texas, listed in the current Bests' Key Rating Guide (National or International), and be acceptable to CPS Energy.
- H. The above requirements only represent the minimum insurance acceptable to City Public Service and are not intended to represent the maximum risk involved or the maximum liability.

AGREEMENT APPENDIX I

Licensee Name: _____

Agent (Non-Employee) / Work Authorization

CPS Energy Tower Leases

Date Updated: _____

Updated by: _____

Please do not include employees of your company;

This list is only for independent contractors who are authorized to work on behalf of your company.

As the authorized representative for _____, I grant CPS energy permission to work directly with the contractors listed below that are authorized agents of _____ within the associated scope of work on behalf of on behalf of _____ (hereafter "Agents"). These Agents and all work conducted by these Agents are subject to terms and conditions of the Communications Facilities License Agreement between CPS Energy and _____.

| Agent Company Name | Agent Company Address | Agent Employee Name | Office Phone | Cell Phone | Email Address | Work |
|---------------------------|------------------------------|----------------------------|---------------------|-------------------|----------------------|-------------|
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