

Southern California Joint Pole Agreement

This Southern California Joint Pole Agreement ("Agreement"), is made and entered into as of the 1st day of January, 1998, by and among the parties listed in Appendix A hereof.

RECITAL A:

The parties hereto are also parties to that certain Agreement dated January 1, 1988 relating to the Joint Ownership and/or joint occupancy of poles in the State of California and elsewhere.

RECITAL B:

It is the desire of the parties hereto that the January 1, 1988 Agreement be canceled and superseded by this Agreement.

The parties to this Agreement reserve the right to cancel/terminate this Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. CANCELLATION/EFFECTIVE DATE:

This Agreement shall become effective as of January 1, 1998 provided it is executed by Members representing at least three-fourths (3/4) of the voting shares, voted by the Members now eligible to vote under the agreement dated January 1, 1988 vote affirmatively in favor of the Agreement, and shall continue in force until Members representing at least three-fourths (3/4) of the voting shares vote to terminate the Agreement.

Members under the terms of the January 1, 1988 Agreement who do not execute this Agreement by January 1, 1998 will have only those rights and obligations which survive the termination of the January 1, 1988 Agreement, unless a reasonable extension of time is granted by the Administrative Board on a case-by-case basis.

Therefore, upon the effective date of this Agreement, the January 1, 1988 Agreement shall be canceled and totally superseded.

Unless otherwise specifically provided for herein, the parties agree that this Agreement shall not extinguish any rights and/or obligations which accrue prior to the effective date of this Agreement.

2. DEFINITION OF TERMS:

Whenever used in this Agreement, the by-laws, the Routine Handbook, or other governing documents of the Committee, the following words and phrases shall have the meaning indicated herein, unless the context clearly requires otherwise:

(a) Administrative Board: A board composed of one authorized representative of each Member.

(b) Authorization or Joint Pole Authorization or JPA: A document used for proposing and approving work on Jointly Owned Poles, or used to propose the placement of Jointly Owned Poles or their appurtenances, or to propose Joint Ownership of a solely owned pole.

(c) Base Owner: The Member installing the pole, or assigned as the Base Owner under the provisions of the Joint Pole Routine.

(d) Billing Cycle: The time period during which Authorizations are accepted for billing at the Committee Office. The end of the Billing Cycle is also the beginning of the next Billing Cycle.

(e) Committee or Southern California Joint Pole Committee or Joint Pole Committee: An organization consisting of all Members.

(f) Cost Causer: A Member initiating a transaction for its sole benefit or for the benefit of its Tenant. The Cost Causer is

billed for the processing cost of transactions specifically outlined in the Joint Pole Routine Handbook.

(g) Data Access: The provision of information by the Joint Pole Office. The Operating Committee gives the authority to the Joint Pole Office to release data and set pricing for the release of data.

(h) Intellectual Property: Those computer systems developed by the Committee, the information and data contained therein, and other intangible property which may be protected by trademark, copyright or patent law.

(i) Joint Ownership or Jointly Owned Pole: The ownership of a utility pole by more than one Member in any proportion on an undivided basis, as tenants in common.

(j) Joint Use: The right to use a specifically identified portion of a Jointly Owned Pole on an exclusive or shared basis.

(k) Member: A communication, electric power, transportation, or other Utility, publicly or privately owned, which conducts business within the Operating Boundaries, which uses poles in the conduct of its business for the supplying of its service, and is a party to this Agreement. A Member meets the criteria for classification as a Member contained in Section 6 of this Agreement.

(l) Non-Useable Footage: The shared space on a Jointly Owned Pole, which includes the pole butt, the support structure, and the safety clearance space.

(m) Office or Joint Pole Office: An Office maintained for the purpose of providing administrative services associated with transactions among Members.

(n) Operating Boundaries: An area extending south of a line formed by the Northern border of San Luis Obispo County, the

Northern border of Kern County, and the Northern border of San Bernardino County, East of the Pacific Ocean to the Eastern border of California, and North from the Mexican border.

(o) Operating Fund: A fund for the payment of the operating expense of the Joint Pole Office.

(p) Pension Plan: Any plan for pensions, which are established, within the Southern California Joint Pole Committee, for active and retired employees of the Joint Pole Office.

(q) Pole Life (Service Life): Physical existence life of a pole from its installation to its removal and/or replacement.

(r) Routine Handbook or Joint Pole Routine Handbook: A written procedure for the occupancy of Jointly Owned Poles and their apparatus or equipment, including schedules of costs and appropriate forms necessary for the processing of transactions among Members.

(s) Special Work: Billable work undertaken by the Joint Pole Office for the sole benefit of any Member.

(t) Tenant: An entity that has no equity interest in a particular pole but who attaches to such pole through an agreement with a Member owning space on such pole.

(u) Unit of Benefit: The benefit that each Member receives by doing business using the Committee's established policies and procedures.

(v) Useful Life: A fixed term of time, as defined in the Routine Handbook, for use as a basis for capital depreciation for pole owners.

(w) Utility: A governmental entity providing utility service, or an entity franchised or certificated as a public utility by the California Public Utility Commission.

(1) Government or Publicly Owned Utility - Any Utility owned by a governmental entity or public entity.

(2) Privately Owned Utility - Any Utility owned by a Sole Proprietor, Partnership, or Corporation.

3. GENERAL PURPOSE AND CONDITIONS OF AGREEMENT:

It is the desire and purpose of all Members to provide through the operation of this Agreement, the ways, means, standards, procedures and methods whereby: (A) any two or more of the Members may voluntarily own or occupy poles and their appurtenances jointly so as to maintain the least number of poles practicable for all purposes on streets, roads, highways, alleys, private property and other places; and: (B) to keep adequate records of such poles and their owners, tenants, and apparatus or equipment.

(a) Rights: No Member shall, by virtue of entering into this Agreement, forfeit any existing or future rights to set or own poles pursuant to law and/or under franchises owned by it.

Neither this Agreement nor any other governing document of the Committee shall be construed to require any Member to own, sell, or occupy any particular pole or poles jointly with any other Member, for the sole benefit of one or more Members, except as provided for in this Agreement or other governing documents of the Committee.

(b) No Third Party Beneficiaries: Except as otherwise provided in this Agreement, the provisions of said Agreement are for the benefit of the parties hereto and not for any other person.

(c) No Agency or Joint Venture: Nothing contained in this Agreement shall be construed to create the relationship of principal and

agent, partnership, joint venture or any other relationship between the parties hereto other than as specifically and expressly provided in this Agreement.

4. POWERS AND DUTIES OF THE ADMINISTRATIVE BOARD:

Subject to the limitations provided in this Agreement, the Administrative Board shall:

(a) Adopt and modify, as necessary, the by-laws and the Routine Handbook and other governing documents of the Committee, and provide for the maintenance and administration of the Office.

(b) Conduct an annual audit of the financial operations of the Committee and provide reports thereof to all Members.

(c) Hold an annual meeting of the Administrative Board.

(d) Elect officers at the annual meeting, or whenever a vacancy occurs.

(e) Administer the Pension Plan for the Southern California Joint Pole Committee office employees.

(f) Enforce the provisions of this Agreement, the by-laws, the Joint Pole Routine Handbook, and other governing documents of the Committee.

(g) Determine whether applicants and/or Members comply with membership criteria.

5. ORGANIZATION:

(a) Representatives and Alternates: Each Member will appoint a representative to the Committee and at least one alternate. The Office Manager (as defined by the by-laws) of the Joint Pole Office must be notified in writing by each Member of such appointments and any changes thereof before such appointees may participate in the affairs of

the Committee. Representatives and alternates shall serve without compensation from the Southern California Joint Pole Committee. Each representative or alternate must attend at least 80% of Administrative Board Meetings and assigned Committee meetings or may be assessed a penalty, pursuant to the by-laws, Article IX, Section 2.

(b) Officers of the Board: The elective officers of the Administrative Board shall be a President and Vice President. Only authorized representatives of each Member may hold such offices.

6. CONDITIONS OF MEMBERSHIP:

(a) New Members or Applying Members: Must be a communication, electric power, transportation or other Utility which conducts business within the Operating Boundaries and which satisfies the criteria set forth below:

(1) Is a Government or Publicly Owned Utility, or if a Privately Owned Utility presents a financial statement or balance sheet showing a net worth satisfactory to the Committee pursuant to the by-laws, Article III, Section 4 and submits a copy of its California Certificate of Convenience and Necessity or Proof of Public Service Agency Certificate as applicable, if required.

(2) Agrees to meet all terms, conditions and obligations contained within this Agreement.

(3) The ability to demonstrate proof of sufficient insurance, self insurance, or the financial ability to defend and to respond in damages to the kind of litigation usually incident to a utility business of the size of the applicant.

The effective date of membership shall commence when the applying Member has executed and filed an application and has met the requirements to the satisfaction of three quarters (3/4) of the shares

voted by the Administrative Board, and has paid membership fees as outlined in Section 8 of this Agreement. Fees must be paid prior to the construction of facilities or the finaling of Joint Pole Authorizations.

(b) Members: The following applies to all Members of the Committee:

(1) All Members shall pay assessments for the operating expenses of the Office in accordance with Section 8 of this Agreement.

(2) Each Member shall either be self insured or else procure and maintain such policy or policies of liability insurance in such an amount to demonstrate the financial ability to defend and to respond in damages to the kind of litigation usually incident to a utility business of the size of the Member. Each Member shall be insured against claims of Worker's Compensation as is required by state law. Each Member shall furnish a copy of its State of California certificate of insurance or certificate of self-insurance when requested by the Operating Committee.

(3) Each Member shall establish and furnish to the other Members and to the Joint Pole Office a 24-hour telephone number so that the Member may be notified of the need for repairs or maintenance, whether of an emergency nature or non-emergency nature.

(4) Each Member shall maintain a State of California Certificate of Convenience and Necessity, or Proof of Public Service Agency Certificate as applicable, if required.

(5) Each Member shall maintain the personnel, equipment, and resources necessary for the emergency and non-emergency repair, maintenance, or replacement of its

facilities on Jointly Owned Poles or furnishes proof that it has contracted for such service by a qualified or certified entity or entities satisfactory to the Members involved.

(6) Each Member agrees to meet all terms, conditions and obligations contained within this Agreement.

(7) Each Member agrees to meet all assigned obligations, which include active participation in the development and implementation of the Routine Handbook, and other policies, rules, procedures, and participation in meetings.

(c) Corporate Mergers, Takeovers and Buyouts: The rights and obligations of a Member under this Agreement shall not be assigned, transferred or sub-licensed, in whole or in part, without the prior written consent of the Committee, which consent shall not be unreasonably withheld. An assignment, transfer or sub-license of this Agreement by a Member shall not relieve Member of its obligations under this Agreement. Any assignment attempted without the prior written consent of the Committee shall be void.

A Member shall have the right, either in whole or in part, to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement to any entity that is, or that was immediately preceding such assignment, a current or former subsidiary, business unit, division or other affiliate of the Member. Member shall provide notice to the Committee of any assignment and shall state the effective date thereof. Upon the effective date and to the extent of the assignment, Member shall be released and discharged from all obligation and liabilities under this Agreement. Such assignment, release and discharge shall be complete and shall not be altered by the termination of the affiliation between Member and the entity assigned rights or delegated obligations and liabilities under this Agreement.

Neither this Agreement nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. VOTING PROCEDURES OF THE ADMINISTRATIVE BOARD:

The Administrative Board may take action only by vote of its Members at a duly convened meeting. Each Member is entitled to vote only the shares allotted to it, as hereinafter provided, through its authorized representative, and such allotment shall not vary by reason of the absence of one or more Members from a meeting. The total of all shares shall equal one hundred (100) plus one (1) multiplied by the total number of Members $[100 + (1 \times \text{Total \# Members})]$ with allocations rounded to the nearest tenth and without regard to whether the total equals $[100 + (1 \times \text{Total \# Members})]$. One hundred (100) of such shares shall be apportioned among all of the Members in proportion to each such Member's percentage of total Non-Useable Footage on all Jointly Owned Poles, as of the end of the Billing Cycle of the Calendar month immediately preceding the meeting, plus an additional one (1) share shall be allocated to each of the Members.

In order to adopt or modify the by-laws, amend this Agreement, or make changes in membership, at least three quarters (3/4) of the shares voting must vote in favor of. For any other vote, within the power of the Administrative Board under this Agreement to pass, at least a majority of the shares voting must vote in favor of.

A written notice of each regular meeting of the Administrative Board, the proposed agenda thereof and the minutes of the last meeting, shall be mailed to all Members at least seven (7) days prior to such meeting.

No meeting of the Administrative Board shall be convened unless and until there are present at such meeting representatives of Members which own at least three quarters (3/4) of the shares apportioned among the Members as provided above in this Section 7. However, no action may be taken at any meeting on a matter unless one of the following conditions are met: (i) written notice of such matter has been mailed to all Members at least seven (7) days prior to such meeting; (ii) the same matter was discussed at the last meeting and is being acted upon pursuant to the by-laws, Article VIII, Section 5; or (iii) Members present agree to vote thereon.

8. FINANCING OPERATION OF THE COMMITTEE:

(A) Operating Expenses: Funds for paying the reasonable and necessary expenses of operating the Joint Pole Office shall be derived by assessment and shall be deposited in the Operating Fund.

Each Member shall be assessed monthly for such purposes based on the following:

(1) An amount equal to one percent (1%) of the total operating expenses of the Office, from the month for which assessment is being made, including expenses for the Pension Plan (minus total billings for Special Work, Cost Causers, Data Access requests, or Data Access completed by the Office for non-members during such month*). Such one percent (1%) assessment shall be considered as payment by each Member utility for a Unit of Benefit.

(2) The remaining expenses are the total monthly operating expenses (excluding the Cost Causers, Special Work, Data Access requests, or Data Access completed by the Office for non-members during such month*) minus the total amount assessed to all Members as a Unit of Benefit.

Remaining expenses shall be assessed based on each Member's percentage of total Non-Useable Footage on all Jointly Owned Poles.

*For a period of 36 months, beginning the effective date of this Agreement, assessments for Data Access shall be credited back to the original contributing Members.

(B) Deposit in the Operating Fund: All Members shall maintain on deposit in the Operating Fund an amount determined by the Administrative Board to be reasonably necessary to prevent short-term cash shortages; provided, however, that the total of such deposit shall not exceed at any time twenty percent (20%) of the difference between: (A) the total expenses of the Office for the previous calendar year, including expenses for the Pension Plan; and (B) total billings for Special Work, Cost Causers, Data Access requests, or Data Access requests completed by the Office for non-members during such year. Such amount is subject to change as necessary by action of the Administrative Board as herein provided.

(C) Furniture, Fixtures, Equipment, and Intellectual Property: Funds for paying the reasonable expenses of necessary furniture, fixtures, equipment, and Intellectual Property for the Office shall be derived by assessments levied by the Administrative Board proportionately against all Members. Funds received from the sale of furniture, fixtures equipment or Intellectual Property shall be credited proportionately to all Members and such credits shall be applied to such Members' obligations under subsection (A)(1&2), above.

(D) Special Work: Special Work (which includes, but is not limited to, the processing of JPAs not initiated via the computer system) for the sole benefit of any Member or Members may be undertaken by the Office at the discretion of the Office manager, so long as said request does not significantly disrupt the normal operation of the Office, and the expense thereof shall be billed on an actual costs basis and borne entirely by that Member or those Members. Requests that significantly affect the normal operation of the Office will be

undertaken only upon written request from such Member or Members and approval of the Operating Committee.

(E) Pension Plan Expenses and Obligations: Funds for paying the expenses of maintaining a Pension Plan shall be included in the monthly operating expenses of the Committee and assessed accordingly.

(F) Membership Fee: Membership Fees are to be received from New Members within 60 days from acceptance of their membership per Section 6 of this Agreement. Membership Fees will be based on a fair share of the Committee Office Operating Fund, Intellectual Property, Pension Plan, and Furniture, Fixtures and Equipment. The Administrative Board has the right to periodically reestablish this amount based upon the aforementioned criteria.

(G) Special Assessment: Special Assessment funds for non-budgeted expenditures shall be equally levied by the Administrative Board against all Members.

9. HOLD HARMLESS:

Each Member agrees to indemnify, to defend, and to save harmless each other Member, the Committee, the Office, and its and their Directors, Officers, agents, employees, successors and assigns from any and all claims or demands arising out of injuries or death to persons, or damage to property, sustained by any person, either corporate or real, to the extent related to or arising from the negligent act or omission of each such Member or its officers, agents, employees, contractors, tenants, or licensees while exercising the privileges of or performing the duties required by this Agreement, the by-laws, the Routine Handbook, or other governing documents. Each Member shall be proportionately responsible for its own negligent acts and omissions and pay proportionately any judgment for damages awarded to any person, either corporate or real, as a result of such acts or omissions. Each such Member also agrees to pay any and all reasonable costs incurred by

any non-culpable Member to defend itself against claims or lawsuits filed as a result of such acts or omissions including reasonable attorney's fees as the court may award for such defense.

10. BREACHES BY MEMBERS OR MEMBER'S DEFAULT:

Time is of the essence under this Agreement and any of the following events shall constitute a material default on the part of a Member hereunder:

(a) The failure of a Member to pay in full, within sixty (60) days after the date on which the same shall become due, any assessment, whether regular or special, levied in accordance with Section 8 of this Agreement;

(b) The failure of a Member to pay in full, within sixty (60) days after the date on which the same shall become due, any expense associated with any Special Work undertaken under Section 8(D) of this Agreement for the sole benefit of that Member;

(c) The failure of a Member to pay in full, within sixty (60) days after the date on which the same shall become due, any expense arising out of the repair, maintenance or replacement of that Member's facilities on Jointly Owned Poles where said work was undertaken on behalf of that Member or for that Member's benefit by the Committee or another Member of the Committee except that this subsection (c) shall not apply to Joint Pole Authorizations;

(d) Failure of a Member to repair, maintain, or replace its facilities on Jointly Owned Poles in accordance with other provisions of this Agreement, the by-laws, the Routine Handbook, or other governing documents of the Committee (i.e. ad hoc Committee minutes);

(e) Any breach or failure of a Member to observe or perform any of its other obligations under this Agreement, the by-laws, the Routine Handbook, or other governing documents of the Committee, and

the continuance of such default for thirty (30) days after notice in writing to the Member of the existence of such default unless Member is in good faith pursuing cure of the default;

(f) The occurrence of any event set forth in Section 11(a) of this Agreement.

(g) Failure of a Member to maintain the net worth as required by the Administrative Board.

Any legal fees, which are incurred by the Committee due to a material default or breach by a Member, shall be reimbursed to the Committee by that Member.

11. BANKRUPTCY:

(a) Default: The occurrence of any of the following shall constitute a material default of this Agreement:

(1) Member shall fail to pay its debts in full to the Committee office or other Members as they become due or shall admit in writing its inability to pay such debts.

(2) Member files for protection under the Bankruptcy Code of the United States or any similar provision under the laws of the State of California; or

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

(4) Member makes an assignment for the benefit of its creditors.

(b) Election to Assume Agreement: In the event that a petition for reorganization or adjustment of debts is filed concerning Member under Chapter 11 of the Bankruptcy Code, or a proceeding is filed

under Chapter 7 of the Bankruptcy Code and is converted to Chapter 11, Member must elect to assume this Agreement within 180 days from the filing or conversion of the petition under Chapter 11, or Member's trustee or the debtor-in-possession shall be deemed to have rejected this Agreement.

(c) Cure or Adequate Assurance: No election by Member's trustee or debtor to assume this Agreement shall be effective unless each of the following 3 conditions has been satisfied. For purposes of this section, "Assurance" shall mean that no less than Member's trustee or the debtor has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure that sufficient funds will be available to fulfill the obligations of debtor under this Agreement. Member's trustee or debtor shall also deposit with the Administrative Board, sufficient cash to secure the obligation of Member's trustee or the debtor under this Agreement within the time periods set forth above.

(1) Trustee or debtor has cured all defaults under the Agreement or has provided the Administrative Board with Assurance that it will cure (a) all defaults susceptible of being cured by the payment of money within 10 days from the date of assumption, and (b) all other defaults under the Agreement by the performance of any act required promptly after the date of such assumption.

(2) Trustee or debtor has compensated, or has provided the Administrative Board with Assurance that within 10 days from the date of such assumption it will compensate Members for any actual loss incurred by Members arising from the default of debtor or trustee indicated in any statement of actual loss, together with reasonable supporting documentation, sent by the Members to trustee or debtor.

(3) Trustee or debtor has provided the Administrative Board with Assurance of future performance of

the obligations under this Agreement and if such Assurance has been provided, trustee or debtor shall also deposit with the Administrative Board, as security, an amount equal to three (3) times the debtor's annual obligations pursuant to this Agreement, or whatever other amount the Administrative Board may determine is appropriate at that time. These obligations imposed upon trustee or debtor will continue with respect to debtor or any assignee of this Agreement after the completion of bankruptcy proceedings.

(d) Subsequent Liquidation: In the event that this Agreement is assumed in accordance with this Section 11 and thereafter debtor is liquidated or files a subsequent petition in bankruptcy under Chapter 11 of the Code, the Administrative Board may, at its option, terminate this Agreement and all rights of debtor hereunder by giving debtor notice of election so to terminate within 30 days after the occurrence of either of such events.

(e) Stopping or Conditioning Assumption by Trustee or Debtor and/or Assignment to a Third Party: If trustee or the debtor-in-possession has assumed this Agreement pursuant to the terms and conditions provided above and elects to assign this Agreement to an assignee, this Agreement may be assigned only if the proposed assignee has complied with the provisions of Section 20 of this Agreement.

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

(f) Contribution by Membership to Purchase Bankrupt Member's Interest: If trustee or the debtor in possession obtains court approval to sell debtor's Joint Ownership interest in any pole, each remaining Member, in the order following: 1) baseowner, 2) most senior

owner, 3) next most senior owner, until all owners accounted for, and 4) any other Member of the Committee, shall have the first right of refusal to purchase, within fifteen (15) working days, the debtor's pro rata interest at a price equal to the schedule that is published in the Joint Pole Routine Handbook less all costs of removal, disposal, and administration.

12. REMEDIES:

(a) In addition to other provisions of this Agreement, and other legal and equitable remedies, upon the occurrence of a material default by a Member, the Administrative Board, pursuant to Section 4 of this Agreement, may at its option declare the Member's membership in the Committee to be terminated. On and after the effective date of the termination, any such former Member shall have the same obligations to the Committee and to the Members as any Member, with respect to transactions involving poles which it continues to jointly own or occupy with any other Member pursuant to this Agreement.

If a Member is terminated, the terminated Member shall forfeit any rights with respect to the deposit maintained in the Operating Fund, the Pension Plan, and the furniture, fixtures equipment and Intellectual Property.

(b) If pursuant to Subsection (a), hereinabove, a Member's membership in the Committee is terminated, the Administrative Board may recover from such former Member:

(1) Such amount as is necessary to compensate the Committee, and/or any other Member with whom such former Member has Joint Ownership of poles, for all the damages proximately caused by such former Member's failure to perform its obligations under this Agreement.

(2) In collecting such compensation, the Administrative Board may have recourse against any surety,

bond, letter of credit and/or other security issued for the financial protection of the Committee by the former Member.

(c) Efforts by the Administrative Board to mitigate the damages caused by the Member's breach of this Agreement, the by-laws, the Joint Pole Routine Handbook, or other governing documents, and/or to cure the breach shall not constitute a waiver of the Administrative Board's right to recover damages.

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

(d) Even though a Member has breached this Agreement, the Agreement continues in effect against the Member so long as the Administrative Board does not terminate the Member's membership under this Agreement; provided, however, that said termination shall not release said Member, its successors or assigns from any liability or obligation, whether of indemnity or otherwise, which may have accrued or be accruing prior to said termination; the Administrative Board may enforce all its rights and remedies under this Agreement, including the right to recover any assessments or expenses from the Member as they become due.

13. WITHDRAWAL OF A MEMBER:

Any Member may withdraw from the Committee by giving written notice of withdrawal to all Members and to the Committee Office at least twelve (12) months prior to the effective date of withdrawal. On and after the effective date of withdrawal, such Member shall be obligated to advise the Committee Office and also the Members with respect to transactions involving poles which it continues to jointly own or occupy with any Member(s). Such obligations shall be reflected by the

Agreement, by-laws, and Routine Handbook as they existed on the effective date of withdrawal.

The withdrawn Member shall be assessed based on Section 8 of this Agreement, until such time that the withdrawn Member no longer has Jointly Owned Poles that were governed by this Agreement.

At the time of withdrawal, the withdrawn Member will have the same rights and obligations with respect to the deposit maintained in the Operating Fund, the furniture, fixtures, and equipment, and Intellectual Property as it would have had under the provisions of Section 8 of this Agreement.

The withdrawal of any Member shall not, however, release said Member, its successors or assignees, from any obligation or liability of indemnity or otherwise which accrued or was accruing prior to said withdrawal.

Any withdrawn Member shall no longer be allowed to, or be required to do the following:

- a. Attend meetings;
- b. Vote or have voting privileges; or
- c. Initiate Joint Pole Authorizations for any activity that involves purchase of interest.

The withdrawn Member shall not be obligated to jointly own a pole that is solely owned by the withdrawn Member under this Agreement.

In addition to other provisions of this Agreement, and other legal and equitable remedies following the withdrawal of a Member, upon removal, replacement or abandonment of a Jointly Owned Pole following its Useful Life or in the course of normal business, other than removal, replacement or abandonment, for the sole benefit of the withdrawn Member, all Joint Ownership rights and interest of that withdrawn Member shall be fully and finally extinguished by way of relinquishment under

the terms of the Joint Pole Routine Handbook. Thereafter, nothing herein shall prevent the withdrawn Member from entering into an agreement, if at all, for the use, ownership, lease, or license of any replacement pole with any Member.

14. TERM OF AGREEMENT:

This Agreement shall become effective between the executing parties as of January 1, 1998 providing it has been executed by Members which, collectively, are entitled to exercise not less than three quarters (3/4) of the shares voted by Members to the Agreement dated January 1, 1988. Thereafter, this Agreement shall continue in force until not less than three quarters (3/4) shares voted by Members vote to terminate this Agreement.

Upon such termination, the furniture, fixtures, equipment, and Intellectual Property in the Office shall be sold and the proceeds thereof credited proportionately to each Member's obligations under the Pension Plan. Any closing balance in the Operating Fund shall be divided equally among the Members and also credited to such obligations. Any funds remaining after application of such credits shall be divided proportionately among the Members and refunded.

In the event of and notwithstanding any termination of this Agreement, all Members hereby agree that any Jointly Owned Pole and apparatus or equipment shall remain jointly owned until the end of the Useful Life thereof, unless otherwise agreed to by all owners thereof. At the end of such Useful Life, all Joint Ownership rights and interests of the Members in said pole shall be fully and finally extinguished without compensation, and all such Members may proceed pursuant to law and under franchises owned by them in relation to any replacement pole.

15. FORCE MAJEURE:

Except for the payment of monies due under this Agreement, no Member shall be deemed in default hereunder to the extent that any delay or failure in the performance of its obligations results from causes beyond its reasonable control and without its fault or

negligence. In the event of any such excused delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay. If any excused delay occurs, the Member unable to perform shall give immediate notice to the Administrative Board, while simultaneously seeking, in good faith to utilize alternative means for accomplishing the purposes of this Agreement and preventing delay.

16. WAIVER:

Waiver by the Administrative Board of any provision of this Agreement, or of any default or breach by any Member, shall not be deemed a general waiver of provisions or as a waiver by the Administrative Board of any subsequent default or breach. The Failure of a Member to enforce any provision of this Agreement or the waiver thereof in any instance, including but not limited to the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect.

17. COMPLIANCE WITH LAWS:

Each Member shall comply with all applicable federal, state and local laws, rules and regulations, and any revisions or supplements thereto.

18. PROHIBITION OF AGREEMENT AS SECURITY:

No party to this Agreement shall use this Agreement or any interest created therein as security or collateral for any loan, debt, encumbrance, claim, or obligation.

19. INVALIDITY:

If any term, section or provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment of any court of competent jurisdiction, the remainder of this Agreement or the application of such term, section or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby and shall continue in full force and effect.

20. SUCCESSION:

This Agreement may only be assigned if the proposed assignee has provided adequate assurance of future performance of all of the terms, covenants, obligations and conditions of this Agreement; the proposed assignee meets the requirements of Section 6 of this Agreement; and the proposed assignment will not release or impair any guaranty of the obligations of the original Member (including the proposed assignee) under this Agreement. This Agreement will be binding upon and inure to the benefit of the respective successors and assignees of the Members. The Administrative Board reserves the right to investigate successors and assignees as if they were a new Member.

21. PARTIES AND EXECUTION OF COUNTERPARTS:

The parties to this Agreement shall be classified as Committee Members, as hereinafter set forth in Appendix A.

This Agreement may be executed in counterparts each of which shall be deemed an original and all collectively but one instrument.

IN WITNESS WHEREOF, the Members have as of this 1st day of January 1998, respectively caused their duly authorized officials to execute this Agreement.

This Agreement was created with the assistance of the utilities legal counsel.

Appendix A

COMMITTEE MEMBERS

Adelphia Business Solutions
AirTouch Cellular
AT&T Communications of California, Inc.
City of Anaheim
City of Azusa
City of Banning
City of Burbank
City of Colton
City of Glendale
City of Lompoc
City of Los Angeles
City of Pasadena
City of Riverside
City of Vernon
GTE California, Inc.
ICG Telecom Group, Inc.
Los Angeles Cellular
MCI Metro/ATS
MCI Telecommunications
Media One
Nextlink California
Nextel Communications
NextG Networks of California
Pacific Bell
Pacific Bell Mobile Wireless
Southern California Edison Company
Southern California Water Company
Sprint L.P.
Sprint PCS
TCG Los Angeles
Extenet Systems
NewPath Networks