

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



November 4, 2003

Advice Letter 1742-E

NOV 10 2003
REVENUE & TARIFFS DEPT.

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

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

Dear Mr. Jazayeri:

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

Sincerely,

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

Director
Energy Division

September 5, 2003

ADVICE 1742-E
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Informational Advice Letter

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

PURPOSE

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

BACKGROUND

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

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

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

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

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

EFFECTIVE DATE

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

NOTICE

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

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

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

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

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

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

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

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

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

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

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

Southern California Edison Company

Akbar Jazayeri

AJ:zb
Enclosures

ATTACHMENT 1

POLE LICENSE AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA EDISON
AND

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

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

These terms and conditions of this Agreement are as follows:

1. Grant of License.

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

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

2. Non-Interference With Utility Services or Attachments.

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

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

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

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

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

3. Technical Specifications for Attachment by Licensee.

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

4. Annual License Fee.

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

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

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

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

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

6. Installation, Maintenance and Repair.

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

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

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

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

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

7. Changes to an Attachment or to a Pole.

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

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

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

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

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

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

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

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

9. Joint Use of Pole After Attachment by Licensee.

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

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

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

10. Property Rights.

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

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

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

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

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

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

11. Duty of Care and Responsibilities for Damages.

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

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

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

12. Subsequent Modifications to the Decision.

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

13. Liability and Indemnification.

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

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

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

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

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

14. Performance Bond or Security Agreement.

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

15. Insurance.

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

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

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

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

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

16. Remedies In the Event of Default.

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

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

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

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

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

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

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

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

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

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

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

17. Payment of Bills.

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

18. Term and Termination.

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

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

19. Assignment.

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

20. Taxes.

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

21. Notice.

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

22. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

Southern California Edison Company

Licensee

By: _____
A. L. Grant
Vice President

By: _____
Name: _____
Title: _____

Attachment 2 List of Access Agreements

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

Attachment 2

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

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

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