STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *Governor*

PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298

Tel. No. (415) 703-1691

September 21, 2006

Advice Letter 2787-E

Rose de la Torre
Pacific Gas & Electric
77 Beale Street, Room 1088
Mail Code B10C
San Francisco, CA 94105

Subject: Nextel 800 MHz asset lease agreement - request for approval under Section 851

Dear Ms de la Torre:

Advice Letters 2787-E is effective April 3, 2006. A copy of the advice letter is returned herewith for your records.

Sincerely,

S. V. Gallagher

Sean H. Gallagher, Director
Energy Division

jjr

Pacific Gas and Electric Company™

Brian K. Cherry
Director
Regulatory Relations

77 Beale Street, Room 1087
San Francisco, CA 94105

Mailing Address
Mail Code B10C
Pacific Gas and Electric Company
P.O. Box 770000
San Francisco, CA 94177

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February 17, 2006

Advice 2787-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: **Nextel 800 MHz Asset Lease Agreement – Request for Approval Under Section 851**

Purpose

Pacific Gas and Electric Company ("PG&E") submits this filing seeking approval from the California Public Utilities Commission ("CPUC") under Section 851 of the California Public Utilities Code to enter into an agreement with Nextel of California, Inc. ("Nextel") permitting Nextel to have sole use of certain specified PG&E 800 MHz radio frequency spectrum holdings for a minimum of two years, with two options to extend this agreement an additional one-year period each, for a possible lease term of up to four years. In return for Nextel leasing PG&E's 800 MHz radio frequency spectrum holdings, PG&E will receive from Nextel approximately $3.1 million in credits towards equipment purchase and air time charges as described in the attached contract between PG&E and Nextel (Attachment 1).

Background

In the mid-to-late 1980s, PG&E requested from the Federal Communications Commission ("FCC") and was granted the use of various radio frequency spectrum holdings in the 800 MHz range, allowing PG&E to improve customer service by enhancing communications and dispatch capability in certain geographic areas, primarily in the Sacramento and San Joaquin Valleys.

Upon receiving approval from the FCC, PG&E implemented a radio dispatch system that has been in place for approximately twenty years. The radio dispatch system is now obsolete and in need of replacement, due to the age of the equipment and technological obsolescence.

PG&E did not pay for the frequency allocations by the FCC, but did expend capital to implement the infrastructure, which is now fully depreciated and obsolete. It is projected that it would require in excess of $10 million in capital expenditures for PG&E to revitalize the now obsolete 800 MHz radio dispatch system.

FCC approval of this transaction will be solicited by Nextel in parallel with the filing of this advice letter.

(a) Identity of All Parties to the Proposed Transaction:

Pacific Gas and Electric Company	Nextel of California, Inc.
Andrew L. Niven	c/o Nextel Communications, Inc.
Peter Van Mieghem	Heather P. Brown
Law Department	Legal Department
P.O. Box 7442	2000 Edmund Halley Drive
San Francisco, CA 94120	Reston, VA 20191
Telephone: (415) 973-2902	Telephone: (703) 433-4000
Facsimile: (415) 973-5520	Facsimile: (703) 592-7370
Email: PPV1@pge.com	Email: heather.brown@nextel.com

(b) Complete Description of the Property Including Present Location, Condition and Use:

PG&E owns, operates and maintains an 800 MHz radio dispatch system that is located in mountain-top radio vaults at 17 different locations throughout the Sacramento and San Joaquin Valley areas, as well as the San Francisco Bay Area. A list of the locations is included as part of the lease agreement in Attachment 1.

The radio system is described as a “trunked” system (multiple-channel) and is used for communications between field crews, dispatch centers and various other PG&E facilities. The radio frequencies used in this system are individually licensed to PG&E by the FCC on a location-by-location basis.

The infrastructure equipment associated with this system is obsolete and would require significant capital investment in the near future for modernization, in order to continue the useful life of the infrastructure.

(c) Intended Use of the Property:

Nextel intends to use PG&E’s 800 MHz radio frequencies to facilitate a major effort to vacate certain areas of the radio frequency spectrum in order to comply with an FCC mandate. This FCC mandate has the underlying purpose of improving radio communications in the Public Safety sector.

Nextel has been designated by the FCC as the lead organization to manage the required radio frequency spectrum reallocation necessary to accomplish communications improvements in the Public Safety sector. This process is described in further detail in the attached brochure (Attachment 2).

(d) Complete Description of Financial Terms of the Proposed Transaction:

PG&E will not be receiving a cash benefit from this transaction. Instead, PG&E will receive a billing credit from Nextel that will be used to offset costs for air-time and equipment associated with PG&E's use of the Nextel commercial wireless system. PG&E will receive a billing credit of $1.2 million upon the signing of the contract, which is subject to FCC and CPUC approval, and additional billing credits of $237,500 per quarter for the first two-year term of the contract, for a total of $3.1 million in billing credits over the initial two-year term of the contract. If the contract is extended beyond two years, PG&E will receive billing credits consisting of $25,000 per quarter for the duration of the contract extension, which could continue for an additional two years.

(e) Indication of How Financial Proceeds of the Transaction Will Be Distributed:

PG&E will not be receiving a lease payment for this transaction. Instead, PG&E will receive billing credits from Nextel to offset the cost of using the Nextel commercial wireless system.

(f) Sufficient Information and Documentation (Including Environmental Review Information) To Indicate that All Criteria Set Forth in Section II(A) of Resolution ALJ-186 Are Satisfied:

PG&E has provided information in this advice letter to meet the eligibility criteria under the advice letter pilot program. Under the California Environmental Quality Act ("CEQA") Checklist, the activity proposed in the transaction will not require environmental review by the CPUC as a lead agency. The CEQA Public Resources Code Section 21000 et seq., does not apply where, as in this proposed transaction, there will be no resulting physical change in the environment. Although CEQA applies to certain discretionary decisions by public agencies, Section 15060 of the CEQA Guidelines (Cal. Code of Regs., Tit. 14, § 15000 et seq.) specifies that "[a]n activity is not subject to CEQA if…(2) The activity will not result in a direct or reasonably foreseeable indirect physical change in the environment…" (Guidelines, § 15060, subd.(c).) This project is merely a lease of existing radio frequency spectrum holdings, and there are no direct or indirect physical changes to the environment associated with the transfer of these existing radio frequency spectrum holdings. Therefore, CEQA does not apply to the transaction proposed herein.

In addition, the proposed transaction will not have an adverse effect on the public interest. In fact, the proposed transaction will serve the public interest because it complies with an FCC mandate to improve radio communications in the Public Safety sector. Nextel has been designated by the FCC as the lead organization to manage the required radio frequency spectrum reallocation necessary to accomplish communications improvements in the Public Safety sector. Since PG&E is receiving a billing credit of $3.1 million for the initial two-year term of the contract associated with granting Nextel a Lease Agreement (with an additional $200,000 if the two options for one-year extensions are exercised), the proposed lease is well below the $5 million threshold set forth for fee property and lease equivalents.

Finally, the transaction does not involve the transfer or change in ownership of facilities currently used in utility operations. Nextel will operate on the leased radio frequencies using their own infrastructure, while PG&E will retain full ownership and management of its current radio dispatch system infrastructure.

(g) Complete Description of any Recent Past (Within the Prior Two Years) or Anticipated Future Transactions that May Appear To Be Related to the Present Transaction:

Not applicable.

(h) For Sales of Real Property and Depreciable Assets, the Advice Letter Shall Include the Original Cost, Present Book Value, and Present Fair Market Value, and a Detailed Description of How the Fair Market Value Was Determined (e.g., Appraisal):

Not applicable.

(i) For Leases of Real Property, the Advice Letter Shall Include the Fair Market Rental Value, and a Detailed Description of How the Fair Market Rental Value Was Determined:

Not applicable.

(j) Additional Information to Assist in the Review of the Advice Letter:

No additional information is readily available, other than what is already included with this filing.

(k) CEQA Checklist

Exemption

(1) Has the proposed transaction been found exempt from CEQA by a government agency?

This proposed transaction has not been found exempt from CEQA by a government agency.

(a) If yes, please attach notice of exemption. Please provide name of agency, date of exemption, and state clearinghouse number.

Not applicable.

(b) If no, does the applicant contend that the project is exempt from CEQA? If yes, please identify the specific exemption or exemptions that apply, citing to the applicable CEQA guideline(s).

Not applicable.

Prior or Subsequent CEQA review

(1) Has the project undergone CEQA review by another government agency? If yes, please identify the agency, the CEQA document that was prepared (EIR, MND, etc.) and its date, and provide one copy of any and all CEQA documents to the Director of the relevant Industry Division with a copy of the advice letter. Be prepared to provide additional copies upon request.

Not applicable.

(2) Identify any aspects of the project or its environment that have changed since the issuance of the prior CEQA document.

Not applicable.

(3) Identify and provide section and page numbers for the environmental impacts, mitigation measures, and findings in the prior CEQA document that relate to the approval sought from the CPUC.

Not applicable.

(4) Does the project require approval by governmental agencies other than the CPUC? If so, please identify all such agencies, and the type of approval that is required from each agency.

This proposed transaction requires approval from the Federal Communications Commission. FCC approval of this transaction will be solicited by Nextel in parallel with the filing of this advice letter.

Need CEQA?

If no exemption is applicable, and no prior review has occurred, please identify what applicant believes is the correct level of CEQA review.

Not applicable.

Protests

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, by facsimile or electronically, any of which must be received no later than **March 20, 2006**, 31 days after the date of this filing. Protests should be mailed to:

CPUC Energy Division
Attention: Tariff Unit, 4th Floor
505 Van Ness Avenue
San Francisco, California 94102

Facsimile: (415) 703-2200
E-mail: jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest also should be sent via U.S. mail (and by facsimile and electronically, if possible) to PG&E at the address shown below on the same date it is mailed or delivered to the Commission:

Pacific Gas and Electric Company
Attention: Brian Cherry
Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, California 94177

Facsimile: (415) 973-7226
E-mail: PGETariffs@pge.com

Effective Date

Pursuant to the review process outlined in Resolution ALJ-186, PG&E requests that this advice filing become effective on **April 3, 2006**, which is 45 calendar days after the date of filing.

Notice

In accordance with General Order 96-A, Section III, Paragraph G, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list. Address changes should be directed to Rose de la Torre at (415) 973-4716. Advice letter filings can also be accessed electronically at:

http://www.pge.com/tariffs

Brian K. Cherry

Director, Regulatory Relations

Attachments 1-2.

cc: Service List – GO 96-A
ALJ Peter V. Allen, CPUC
ALJ Lynn T. Carew, CPUC
Andrew Barnsdale, CPUC – Energy Division
Junaid Rahman, CPUC – Energy Division
Brewster Fong, DRA
Heather P. Brown, Nextel Communications, Inc.

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY
ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39)**

Utility type:	Contact Person: Bernard Lam
☑ ELC ☑ GAS	Phone #: (415) 973-4878
☐ PLC ☐ HEAT ☐ WATER	E-mail: bxlc@pge.com

EXPLANATION OF UTILITY TYPE	(Date Filed/ Received Stamp by CPUC)
ELC = Electric GAS = Gas PLC = Pipeline HEAT = Heat WATER = Water	

Advice Letter (AL) #: **2787-E**

Subject of AL: Nextel 800 MHz Asset Lease Agreement – Request for Approval under Section 851

Keywords (choose from CPUC listing): Section 851

AL filing type: ☐ Monthly ☐ Quarterly ☐ Annual ☑ One-Time ☐ Other ____________

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

N/A

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: N/A

Summarize differences between the AL and the prior withdrawn or rejected AL[1]: ____________

Resolution Required? ☐ Yes ☑ No

Requested effective date: **April 3, 2006** No. of tariff sheets: 0

Estimated system annual revenue effect: (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed[1]: N/A

Pending advice letters that revise the same tariff sheets: N/A

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
jjr@cpuc.ca.gov and jnj@cpuc.ca.gov

Pacific Gas and Electric Company
Attn: Brian K. Cherry
Director, Regulatory Relations
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177
E-mail: PGETariffs@pge.com

[1] Discuss in AL if more space is needed.

Advice 2787-E
Attachment 1

LONG-TERM DE FACTO TRANSFER SPECTRUM LEASING AGREEMENT

CO THIS long-term de facto transfer leasing agreement (this "Agreement") is made and entered into as of this 26th day of Feb, 2006 (the "Effective Date"), by and among **Pacific Gas and Electric Company,** a California corporation ("PG&E"), and **Nextel of California, Inc.**, a wholly-owned indirect subsidiary of Nextel Communications, Inc., a Delaware corporation ("Nextel") (each referred to herein individually as a "Party" and collectively the "Parties").

WHEREAS, PG&E is the licensee under the licenses granted by the Federal Communications Commission ("FCC") identified on Schedule A and Schedule B (collectively, the "Licenses");

WHEREAS, Nextel is a for-profit wireless communications service provider with experience in and resources for operating a wide-area cellular digital network, with features such as voice, data, and messaging services;

WHEREAS, Nextel seeks to lease from PG&E the channels on the Licenses identified on Schedule A and Schedule B (collectively, the "Channels");

WHEREAS, in accordance with the FCC's directives in *Improving Public Safety Communications in the 800 MHz Band*, WT Docket No. 02-55, Report and Order, FCC 04-168, 19 FCC Rcd 14969 (2004) and Supplemental Order and Order on Reconsideration, FCC 04-294, 19 FCC Rcd 25120 (2004), Nextel and PG&E intend separately to enter into a Frequency Reconfiguration Agreement under which certain of the Licenses will be modified or replaced (the "Frequency Reconfiguration") to specify operation on new frequencies (the "Replacement Channels"); and

WHEREAS, under the terms and conditions of this Agreement and subject to California Public Utilities Commission ("CPUC") and FCC approval, PG&E will transfer to Nextel *de facto* control over the Licenses for the Channels on the timelines provided on Schedule A and Schedule B, for Nextel to use exclusively in Nextel's wide-area digital cellular network, in exchange for a fee to PG&E (the "Leasing Arrangement").

NOW THEREFORE, in consideration of the premises and covenants hereinafter set forth, and for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. A. **Effective Date and Term**. Subject to receipt of CPUC and FCC approvals as described in Section 2 below, and unless terminated pursuant to the provisions of Section 13 below, this Agreement will take effect on the Effective Date and will have a term for each of the Licenses equal to the shorter of the expiration of the FCC authorization under each of the Licenses or a two (2) year period commencing on the Effective Date ("Term"). In the event the FCC authorization under any of the Licenses is scheduled to expire before two years following the Effective Date ("Two-Year Period"), the Term will automatically be extended (provided the License is renewed by the FCC, and subject to FCC approval of the extension) until the expiration of the Two-Year Period ("Extension").

B. **Renewal Term**. Nextel will have the right to renew this Agreement for two additional one-year terms (the "Renewal Term(s)") by providing PG&E with written notice of Nextel's intent to renew by not later than thirty (30) calendar days prior to the expiration of the then-current term.

The Renewal Term(s) shall be under the same terms and conditions as the Term. Each Renewal Term for each of the Licenses shall have a duration of the lesser of the expiration of such license(s) or one (1) year. If the FCC authorization for any of the Licenses is scheduled to expire during the one (1) year period beginning at the start of a Renewal Period ("One Year Period"), and the Agreement has not been terminated with respect to such license(s) before the authorization is scheduled to expire, then the Renewal Term for the license(s) shall automatically be extended until the earlier of the expiration of such license(s), after renewal of the license(s), or the expiration of the One Year Period ("Renewal Term Extension"). Any Renewal Term Extension shall be under the same terms and conditions as the Renewal Term. PG&E shall notify the FCC of any Renewal Term Extension at the time it files the application seeking the renewal of the affected license(s).

C. **Renewal Obligations**. If Nextel gives PG&E timely notice of its desire to have PG&E renew a License, PG&E will take all commercially reasonable steps necessary to renew such License in a timely manner prior to its expiration. It is expressly acknowledged by Nextel that PG&E's failure to obtain renewal of such License shall not be deemed a breach of this Agreement, and shall not give rise to any rights or claims by Nextel by reason of the termination of the Term or the Renewal Term with respect to the affected license as a result of such non-renewal.

2. **Transfer Applications, License Modification, and Regulatory Fees**.

(a) Transfer Applications. Nextel or PG&E, as the FCC requires, will file the necessary application or applications ("Application(s)") with the FCC seeking consent to the *de facto* transfer of the Licenses for the Channels on Schedule A and Nextel will file a waiver for *de facto* transfer of the License for the Channels identified on Schedule B within fifteen (15) business days following the Effective Date. The Parties will cooperate in completing necessary documents and amendments to the Application(s) as requested or required by the FCC to complete the Leasing Arrangement.

(b) CPUC Approval. Approval of the CPUC ("CPUC Approval") is required as a condition precedent to the Leasing Arrangement. CPUC Approval shall not be deemed to have occurred for purposes of this Agreement unless and until the CPUC approves the Leasing Arrangement in a form that is final, unconditional and unappealable, including exhaustion of all administrative appeals or remedies before the CPUC, and such CPUC Approval is approved by PG&E in its sole and absolute discretion, including, without limitation, PG&E's approval of the proposed accounting and ratemaking treatment of the Leasing Arrangement. PG&E will file the necessary application or advice filing with the CPUC.

(c) Modification Applications. Nextel may, at its own discretion, seek modification of the Licenses to enable operation on the Channels at additional base sites than authorized to PG&E as of the Effective Date within the broadcast foot print authorized under the Licenses ("Modification"). In the event of a Modification, Nextel will, prior to the expiration of the Term, or any Extension or Renewal Term, return the Licenses to the operating parameters authorized to PG&E as of the Effective Date, unless PG&E provides written notice to Nextel to maintain such Modification. Any Modification to a License will be subject to this Agreement in the same fashion as such License. Upon the expiration or termination of this Agreement, Nextel will not retain any FCC authority with respect to the Channels that were obtained by virtue of Nextel's status as a party in de facto control of the spectrum. PG&E will fully and promptly cooperate with Nextel in the submission of any Modifications .

(d) Application and Regulatory Fees. Nextel will pay the FCC application fees for the Application(s) and any Modification. Nextel will also pay the annual regulatory fees associated with the units operating on the Channels. PG&E will pay all FCC application fees associated with seeking the renewal ("Renewal") of the Licenses.

3. **Channels Management**. PG&E will be responsible for construction and operation of each of the Channels in accordance with all relevant regulations until the release date as identified for each License on Schedule A ("Release Date"). PG&E will cease all use of and vacate the Channels in accordance with the time frames on Schedule A and Schedule B. Nextel will then have exclusive rights to use, deploy and operate the Channels in its wide-area digital cellular network until the expiration of the Term and any Renewal Term or until the earlier termination of this Agreement with respect to any of the Channels or Licenses (pursuant to Section 13 below). Nextel will operate the Channels at its own expense and its responsibilities will include, among other things: (i) purchasing, installing and maintaining all equipment, including but not limited to, towers, transmission lines, antennas, microwave facilities, transmitters and related equipment, as may be necessary or appropriate for the operation of the Channels, and including any modification or replacement of such equipment as may be required by the Frequency Reconfiguration; and (ii) operational, engineering, maintenance, repair and such other technical services as may be necessary for the operation and maintenance of the Channels, including any such services as may be required for Nextel to cease operation on the existing Channels affected by the Frequency Reconfiguration in accordance with the terms of the Frequency Reconfiguration Agreement, and commence operations on the Replacement Channels. Until the expiration of the Term and any Renewal Term or until the earlier termination of this Agreement with respect to any of the Channels or Licenses (pursuant to Section 13 below), Nextel will retain ownership of all assets it utilizes to operate on the Channels, including, but not limited to, all equipment and rights to customers and Nextel will have the exclusive right to collect and receive all revenue from the operation of Nextel's communications system. PG&E shall have the right to inspect Nextel's operations related to the Licenses and Channels.

4. **Assumption of Liabilities**. Neither Party is assuming or will be responsible for any of the other's liabilities or obligations (including but not limited to site leases and customer obligations) except as required by the FCC and this Agreement to enable the Parties to engage in the Leasing Arrangement. PG&E and Nextel will each bear their own legal, accounting and brokerage expenses in connection with this Agreement.

5. **Consideration**.

(a) As compensation for the Leasing Arrangement, and within thirty (30) days of the later of the issuance of Public Notice of the FCC's consent to the Leasing Arrangement or the CPUC Approval, Nextel will make a one-time payment in the amount of **One Million Two Hundred Thousand Dollars ($1,200,000)** to PG&E in the form of a Nextel credit to PG&E's Nextel account for equipment and services (the "Upfront Payment"). The Upfront Payment will be credited to Nextel Account 873398326. All processes related to billing and credits will be based on the existing Nextel Corporate Account Term Service Agreement, dated November __, 2005, by and between the Parties and attached hereto as Schedule C. All credits pursuant to this Article 5 will be applied in full by Nextel against payments due on Nextel Account 873398326.

(b) In addition to the Upfront Payment, Nextel will compensate PG&E for the Leasing Arrangement on a quarterly basis in the form of a Nextel credit for equipment and services in the amount of **Two Hundred Thirty-Seven Thousand Five Hundred Dollars ($237,500)** ("Leasing Fee").

The Leasing Fee will be credited to Nextel Account 873398326. The Leasing Fee would be credited to PG&E's Nextel account in arrears, beginning the first calendar month following the later of the issuance of Public Notice of the FCC's consent to the Leasing Arrangement or the CPUC Approval and will continue until the end of the Two-Year Period. The first and final disbursements of the Leasing Fee may be adjusted on a pro rata basis in the event the Agreement for the Leasing Arrangement between Nextel and PG&E becomes effective on any day other than the first day of any calendar month. All processes related to billing and credits will be based on the existing Nextel Corporate Account Term Service Agreement.

(c) PG&E agrees to submit to Nextel for activation a net number of Two Thousand One Hundred Twenty-Two (2,122) Nextel units ("Required Activations") in accordance with the Nextel Corporate Account Term Service Agreement. Activations beginning July 8, 2005 will be counted towards this requirement. PG&E must submit the Required Activations no later than June 30, 2006. In the event PG&E is unable to submit the Required Activations by June 30, 2006, Nextel will deduct from the Leasing Fee **One Thousand Four Hundred Sixty Dollars ($1,460)** for each unit PG&E falls short of submitting the Required Activations from the Leasing Fee.

(d) If Nextel renews the Leasing Arrangement for a Renewal Term(s), the leasing fee for any Renewal Term will be **Twenty-Five Thousand Dollars ($25,000)** on a quarterly basis in the form of a Nextel credit (the "Renewal Term Leasing Fee") to PG&E's Nextel account for equipment and services. During each Renewal Term(s), Nextel retains the right to terminate the Leasing Arrangement upon thirty (30) days notice to PG&E. In the event of termination during any Renewal Term(s), eighty percent (80%) of the entire Renewal Term Leasing Fee for such Renewal Term will be paid to PG&E in the form of a Nextel credit to PG&E's Nextel account for equipment and services as a termination fee and Nextel will not be obligated to pay any additional amounts to PG&E under this Agreement.

6. <u>Revenues and Expenses</u>. During the Term, PG&E will provide site space to Nextel at no cost; <u>provided, however</u>, that Nextel shall provide PG&E with reasonable notice to access such site space and Nextel personnel shall be accompanied by PG&E personnel at such site space. Nextel will supply and install the analog equipment of all line items on the attached <u>Schedule A</u> that read "licprotect analog". In addition, Nextel will pay for all expenses and costs of the deployment and operation of the Channels, including, but not limited to, any and all federal, state and local taxes related to the equipment Nextel uses to operate the Channels, any sales taxes associated with providing service on the Channels, site rental, maintenance, utilities, and all other recurring and nonrecurring costs and expenses. In return, Nextel will be entitled to all revenue derived from its operation of the Channels.

7. **<u>Regulatory Compliance and FCC Mandated Provisions</u>**. The Parties agree to comply with all applicable FCC rules and regulations governing the Channels and the Licenses, and specifically represent and agree to the following:

(a) PG&E and Nextel are familiar with the rules of the FCC regarding a wireless service licensee's responsibility under the Communications Act of 1934, as amended from time to time ("Communications Act"), the FCC's rules relating to spectrum leasing, and all other applicable FCC rules, regulations and policies, and agree to comply with all such laws and regulations;

(b) Neither Nextel nor PG&E will represent itself as the legal representative of the other before the FCC or any party, but will cooperate with each other with respect to FCC matters concerning the Licenses or the Channels;

(c) PG&E and Nextel expressly acknowledge that this Agreement is designed to transfer *de facto*, but not *de jure*, control of the Licenses and Channels to Nextel under the Communications Act, in accordance with Section 1.9010 and 1.9030 of the FCC's Rules. This Agreement (i) does not and will not vest in Nextel, or constitute, create or have the effect of constituting or creating, *de jure* control, direct or indirect, over PG&E or the Licenses, which ownership or control remains exclusively and at all times in PG&E and (ii) does not and will not constitute the transfer, assignment, sale or disposition in any manner, voluntary or involuntary, directly or indirectly, of the Licenses or the transfer of control of PG&E within the meaning of Section 310(d) of the Communications Act other than for spectrum leasing purposes. During the Term and any Renewal Term, Nextel will not take any action inconsistent with or contrary to the PG&E's *de jure* control, as that term is construed by the FCC, over the Licenses and Nextel will not hold itself out to the public as the holder of the Licenses.

(d) Nextel will cooperate with and aid PG&E in PG&E's compliance with the requirements set forth in the FCC's Rules, including 47 C.F.R. §§ 1.9010 and 1.9030 and with whatever actions PG&E is required to take, if any, in order to obtain the approvals or consents of any governmental authority to this Agreement;

(e) Nextel will lease and use the Licenses and Channels in a manner consistent with the Communications Act, this Agreement, the applicable FCC rules and the terms and conditions of the Licenses;

(f) Nextel has primary responsibility for complying and will comply at all times with the rules set forth in 47 C.F.R. § 1.9001 et. seq., the Communications Act and any FCC policies and rules that apply to the Channels and the Licenses and its operation thereof, including the laws and regulations applicable to spectrum lessees under long-term *de facto* leasing arrangements under the FCC Rules, including 47 C.F.R. § 1.9030. The Leasing Arrangement set forth in this Agreement may be revoked, cancelled, or terminated by PG&E (as further described in Section 13) or the FCC if Nextel fails to comply with the applicable laws and regulations;

(g) Nextel will comply with any and all applicable requirements pertaining to the Licenses and Channels arising under the Communications Act and the FCC Rules;

(h) Nextel will interact with the FCC on matters regarding the Licenses and Channels, and cause the preparation and submission to the FCC or any other relevant authority all reports, notifications, submissions, registrations, certifications, applications (except for applications for renewal of the Licenses or Modifications, which must be filed by PG&E), filings or other documents requested from Nextel by the FCC or are otherwise required of a spectrum lessee;

(i) Nextel will maintain all information relating to the Licenses and Channels that must be maintained by Nextel under FCC rules;

(j) Nextel will ensure compliance with all E911 obligations applicable to the Channels;

(k) Nextel will promptly notify PG&E of the occurrence of any material violation of any FCC Rule, and of the initiation of any litigation, investigation, proceeding or inquiry with regard to PG&E or the Licenses by the FCC or any governmental authority and which, if adversely determined, could reasonably be expected to have a materially adverse impact on the Licenses or the Channels. In the event that the FCC or other governmental authority initiates an investigation or inquiry concerning Nextel in connection with this Agreement or any of Nextel's actions or operations hereunder, Nextel agrees to cooperate with PG&E, the FCC or other governmental authority;

(l) If any of the Licenses is revoked, cancelled, terminated, or otherwise ceases to be in effect during the Term, Nextel will have no continuing authority or right to use and will vacate the leased spectrum unless otherwise authorized by the FCC; and

(m) PG&E will be responsible for filing applications for Renewal of the Licenses and for reporting to the FCC the completion of any construction or build out requirements with respect to the Licenses.

8. **Restrictive Covenants of PG&E**. During the Term or any Extension, except to the extent contemplated under the Frequency Reconfiguration Agreement, PG&E: (i) will not solicit, make or accept any offers to transfer any interest in the Licenses or Channels and (ii) will not permit any liens, encumbrances whatsoever, or short space agreements to attach to the Licenses or the Channels, except for such items as (a) would not in any way diminish or impede and as are expressly subordinated to Nextel's rights under this Agreement and (b) are in compliance with the relevant laws and regulations.

9. **Representations and Warranties of PG&E**. PG&E hereby represents and warrants as follows: (i) this Agreement constitutes the valid and binding obligation of PG&E and is enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights or equitable principles generally; (ii) neither the execution nor the delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any material violation of or constitute a material default under any material agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which PG&E is bound and which would adversely impact PG&E's ability to perform its obligations under this agreement; (iii) PG&E is the duly authorized holder of the Licenses; (iv) to the best of PG&E's knowledge, except to the extent contemplated under the Frequency Reconfiguration Agreement, the Licenses or the Channels are not subject to any agreement or understanding whatsoever with any third party, except for such agreements as (a) would not in any way materially diminish or impede, and as are expressly subordinated to, Nextel's rights under this Agreement and (b) are in compliance, in all material respects, with the relevant laws and regulations; (v) to the best of PG&E's knowledge, the Licenses are valid and in good standing with the FCC and there is no threatened action by the FCC or any other governmental agency or third party to suspend, revoke, terminate or challenge any of the Licenses which individually or collectively would reasonably be expected to have a material adverse effect on the Licenses.

10. **Representations and Warranties of Nextel**. Nextel hereby represents and warrants to PG&E as follows: (i) this Agreement constitutes the valid and binding obligation of Nextel entered into freely and in accordance with Nextel's business judgment as the result of arm's-length bargaining and enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights or equitable principles generally; and (ii) neither the execution nor the delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any material violation of or constitute a material default under any term of the articles of incorporation or by-laws of Nextel or any agreement, mortgage, indenture, license, permit, lease or other instrument, judgment, decree, order, law or regulation by which Nextel is bound.

11. **Confidentiality and Non-Disclosure**. Except to the extent required to obtain approvals of FCC, CPUC or other federal and state governmental agencies, the parties shall maintain this Agreement and the confidentiality of information exchanged between them in accordance with the terms of the Proprietary Information and Nondisclosure Agreement dated July 8, 2005, for a period of five (5) years following the later of (i) the Closing or (ii) termination of this Agreement.

12. **Indemnification**

(a) PG&E's Indemnification: PG&E will indemnify, defend and hold Nextel, its officers, directors, employees and agents harmless from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses (collectively, the "Claims"), including, without limitation, reasonable attorneys' fees and expenses, asserted against, imposed upon or incurred by Nextel resulting from: (i) any material breach of any covenant, agreement, representation or warranty of PG&E contained in this Agreement; (ii) any claims brought against Nextel Communications, Inc., Nextel, or their affiliates or subsidiaries, by customers, employees or agents of PG&E, or any other person or entity, arising from dealings between PG&E and such entities or persons (that are not related to Nextel's obligations under this Agreement) in connection with or relating to the use of the Licenses and Channels by PG&E prior to the Release Date for the applicable License; and (iii) any and all costs and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, except in each case to the extent that such Claims arise out of any grossly negligent, willful or fraudulent act or omission by Nextel. PG&E's obligations under this Section will survive the Term for a period of two (2) years. Nextel acknowledges and agrees that its sole and exclusive remedy with respect to the claims for damages relating to breach of representations or warranties contained in this Agreement will be pursuant to the indemnification provisions set forth in this Section 12, except for damages arising out of any grossly negligent, willful or fraudulent act or omission by PG&E, or out of any breach by PG&E of Section 11 or 12.

(b) Nextel Indemnification: Nextel will indemnify, defend and hold PG&E, its officers, directors, employees and agents harmless from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, asserted against, imposed upon or incurred by PG&E, resulting from: (i) any material breach of any covenant, agreement, representation or warranty of Nextel contained in this Agreement; (ii) any claims brought against PG&E, its holding company or their affiliates or subsidiaries, by customers, employees or agents of Nextel, or any other person or entity, arising from dealings between Nextel and such entities or persons (that are not related to PG&E's obligations under this Agreement) in connection with or relating to the use or operation of the Licenses and Channels by Nextel or Nextel's communications system or the conduct of Nextel's business (as related to this Agreement) at any time after the Release Date; and (iii) any and all costs and expenses incident to any of the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof, except in each case to the extent that such Claims arise out of any grossly negligent, willful or fraudulent act or omission by PG&E. Nextel's obligations under this Section will survive the Term for a period of two (2) years. PG&E acknowledges and agrees that its sole and exclusive remedy with respect to the claims for damages relating to breach of representations or warranties contained in this Agreement will be pursuant to the indemnification provisions set forth in this Section 12, except for damages arising out of any grossly negligent, willful or fraudulent act or omission by Nextel, or out of any breach by Nextel of Section 11 or 12.

(c) Where indemnification under this Section is sought by a Party (the "Claiming Party"): (i) it must notify in writing the other Party (the "Indemnifying Party") promptly of any claim or litigation or threatened claim to which the indemnification relates; (ii) upon the Indemnifying Party's written acknowledgment of its obligation to indemnify in such instance, in form and substance satisfactory to the Claiming Party, the Claiming Party will afford the Indemnifying Party a reasonable opportunity to participate in and, at the option of the Claiming Party, control, compromise, settle, defend or otherwise resolve the claim or litigation; and (iii) in the event that the party controlling such litigation shall compromise or settle such claim, the other party will cooperate with the party controlling such litigation in such compromise, settlement, defense or resolution of such claim or litigation provided that in no event shall the party controlling such litigation effect any such compromise or settlement without prior written consent of the other party. In the event that the Indemnifying Party does not so acknowledge its indemnification responsibility, the Claiming Party may proceed directly to enforce its indemnification rights

13. **Termination**.

(a) This Agreement will automatically terminate with respect to an affected license or frequency (of the Licenses or Channels) upon the earlier of (i) the denial and final dismissal by the FCC of the Application or Modification of such License or frequency; (ii) a final FCC order prohibiting or not approving the Leasing Arrangement or otherwise requiring either Party or both Parties to terminate this Agreement; (iii) a final CPUC order not approving the Leasing Arrangement, (iv) the loss or expiration without renewal of such License or frequency; (v) upon final FCC order revoking, terminating or canceling such License or frequency; or (vi) the completion of the Term and any associated Extension.

(b) This Agreement may be terminated by either party upon material breach of the other party, following a thirty (30) day period for cure by the breaching party following written notice of the breach.

(c) The Parties will notify the FCC of the termination of this Agreement with respect to any of the Licenses or the Channels within ten (10) calendar days following such termination.

14. **Effect of Termination**. Upon the termination of this Agreement, each Party will pay all of its own fees and expenses related to this Agreement and the transactions contemplated in this Agreement. Within thirty (30) calendar days of termination, Nextel will vacate the Channels, and the Parties will have no further liability hereunder except by reason of any breach of this Agreement or of any representation, warranty or covenant contained in this Agreement occurring prior to the date of termination. Any termination of this Agreement, however effected, will not release either PG&E or Nextel from any liability or other consequences arising from any breach or violation by any Party of the terms of this Agreement prior to the effective time of termination, and other general or procedural provisions, which may be relevant to any attempt to enforce its obligations or duties, will survive any termination of this Agreement until the obligations or duties have been performed or discharged in full.

15. **[Intentionally omitted.]**

16. **Notices**. All notices and other communications hereunder will be in writing and will be deemed given the same day if delivered personally or sent by facsimile or the next business day if sent by express mail or by recognized courier delivery service (overnight delivery), or five (5) business days if sent by registered or certified mail, return receipt requested, postage prepaid, to the Parties at the following addresses (or at such other address for a Party as will be specified by like notice provided that notice of change of address will be effective only upon receipt thereof).

(a) If to Nextel, to:

Nextel of California, Inc.
C/o Nextel Communications, Inc.
2000 Edmund Halley Drive
Reston, VA 20191
Attn: Heather P. Brown, Esq.- Legal Department
Phone: (703) 433-4000
Fax: (703) 592-7370
Email: heather.brown@nextel.com

(b) If to PG&E, to:

Pacific Gas and Electric Company
77 Beale Street, Mail Code B21E
San Francisco, CA 94105
Attn: Craig Porter, Director
IT Infrastructure Services
Phone: (415) 973-1900
Fax: (415) 973-5341

17. **Waivers**. PG&E and Nextel, by written notice to the other, may (a) extend the time for performance of any of the obligations or other actions of the other under this Agreement, (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement, (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement, or (d) waive or modify performance of any of the obligations of the other under this Agreement. Except as otherwise expressly provided herein, no action taken pursuant to this Agreement will be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement made by the Parties hereto. No delay or omission to exercise any right, power or remedy accruing to any Party hereunder will be construed to be a waiver of any such breach or default, or any acquiescence therein, or a waiver of any similar breach or default.

18. **Amendment**. This Agreement, together with the Schedules hereto, constitutes the entire understanding and agreement between the Parties concerning the operation by Nextel or its affiliates or subsidiaries on the Channels in the broadcast footprint of the Licenses, superseding in their entirety all prior oral or written agreements or understandings. This Agreement may not be changed, modified or altered except by written agreement of the Parties.

19. **Successors and Assigns**. This Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, representatives, successors and permissible assigns. Neither Party may assign its rights or delegate its duties hereunder without the prior written consent of the other, which consent will not be unreasonably withheld or delayed, and receipt of any required consent from the FCC, except that Nextel may assign its rights under this Agreement to any direct or indirect subsidiary or affiliate of Nextel or of Nextel Communications, Inc., upon delivery of written notice to PG&E provided that Nextel shall remain liable for its obligations hereunder, and provided further that any assignment under this Section is subject to receipt of any required consent from the FCC and that such assignment will have no adverse effect upon the Parties' rights under this Agreement.

20. **Governing Law; Severability**. This Agreement will be governed by the laws of the State of California without giving effect to conflict of laws provisions thereof. In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, that provision will be deemed severable from the remainder of this Agreement and will in no way affect, impair or invalidate any other covenant, condition or other provision contained herein, and the Parties will use their reasonable best efforts to make the covenant, condition or other provision valid and lawful if possible so as to preserve original intent of the Parties insofar as practical.

21. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Original signatures transmitted by facsimile will be effective to create such counterparts. Each of the Parties will maintain a fully executed original of the Agreement, a copy of which will be made available to the FCC upon request.

22. **Interpretation**. All headings used in this Agreement are for convenience of reference only and will not be deemed to have any substantive effect. This Agreement has been prepared and negotiations in connection herewith have been carried on by the joint efforts of the Parties hereto. Notwithstanding any law or rule of contract interpretation to the contrary, this Agreement will not be interpreted strictly for or against any party hereto. Each of the Parties certifies to the other that it has reviewed this Agreement with, and is relying solely upon the advice of, its independent counsel and tax advisor, as to the negotiation, preparation, execution and delivery of this Agreement and as to the legal and tax implications hereunder.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

PG&E:

Pacific Gas and Electric Company

By: Patricia Lawicki
Name: PATRICIA LAWICKI
Title: VP & CIO

NEXTEL:

Nextel of California, Inc.

By:
Name: Geoffrey M. Stearn
Title: Vice President

SCHEDULE A

LICENSES/CHANNELS

(Attached)

The parties agree that certain of the Licenses may be modified or replaced, as provided for in the Frequency Reconfiguration Agreement, and, as modified or replaced, may specify operation on different channels from those that the Licenses specify on the date of this agreement. The term Licenses shall encompass such Licenses, as so modified or replaced, and the term Channels shall include any Replacement Channels.

SCHEDULE A

Call Sign	Frequency	Radio Svc	License Grant	Expiration Date	Licensee	Site Name	City	State	CallFreq	LicProtect Analog	PG&E Release Date	Revised PG&E Release Date
WNQC751	8501625	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8501625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8531625	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8531625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8532875	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8532875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8543875	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8543875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8582375	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8582375		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8574125	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8574125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8573375	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8573375		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8563875	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8563875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8572875	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8572875		4/16/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8591125	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Mt St Helena	KELLOG	CA	WNQC751-8593125	Yes	4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8601125	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Mt St Helena	KELLOG	CA	WNQC751-8603125	Yes	4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
												Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8593625	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Sonoma Mtn	PETALUMA	CA	WNQC751-8593625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8580875	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Sonoma Mtn	PETALUMA	CA	WNQC751-8580875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8573875	YO	09/30/2004	04/25/2011	Pacific Gas and Electric Company	Sonoma Mtn	PETALUMA	CA	WNQC751-8573875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8584125	YO	10/25/2000	12/13/2010	Pacific Gas and Electric Company	Mt Tamalpais	MILL VALLEY	CA	WNCE547-8584125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8574125	YO	10/25/2000	12/13/2010	Pacific Gas and Electric Company	Mt Tamalpais	MILL VALLEY	CA	WNCE547-8574125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8564125	YO	10/25/2000	12/13/2010	Pacific Gas and Electric Company	Mt Tamalpais	MILL VALLEY	CA	WNCE547-8564125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8559125	YO	10/25/2000	12/13/2010	Pacific Gas and Electric Company	Mt Tamalpais	MILL VALLEY	CA	WNCE547-8559125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8554125	YO	10/25/2000	12/13/2010	Pacific Gas and Electric Company	Mt Tamalpais	MILL VALLEY	CA	WNCE547-8554125		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNTM689	8563625	YO	06/18/2001	06/21/2011	Pacific Gas and Electric Company	PG&E SFGO	SAN FRANCISCO	CA	WNTM689-8563625		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNAY615	8549125	YO	01/13/2000	01/18/2011	Pacific Gas and Electric Company	PG&E SFGO	SAN FRANCISCO	CA	WNAY615-8549125		4/16/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNTM689	8525625	YO	06/18/2001	06/21/2011	Pacific Gas and Electric Company	PG&E SFGO	SAN FRANCISCO	CA	WNTM689-8525625		4/16/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNQ564	8550125	YO	06/09/2001	06/22/2011	Pacific Gas and Electric Company	San Bruno Mtn	SOUTH SAN FRANCISCO	CA	KNNQ564-8555125		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNQ564	8556125	YO	06/09/2001	06/22/2011	Pacific Gas and Electric Company	San Bruno Mtn	SOUTH SAN FRANCISCO	CA	KNNQ564-8556125		4/16/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNQ564	8553625	YO	06/09/2001	06/22/2011	Pacific Gas and Electric Company	San Bruno Mtn	SOUTH SAN FRANCISCO	CA	KNNQ564-8553625		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNQ564	8541125	YO	06/09/2001	06/22/2011	Pacific Gas and Electric Company	San Bruno Mtn	SOUTH SAN FRANCISCO	CA	KNNQ564-8541125		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8624125	YO	12/25/2001	12/13/2016	Pacific Gas and Electric Company	Sunol Ridge	FREMONT	CA	WNCE547-8604125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8594125	YO	12/25/2001	12/13/2015	Pacific Gas and Electric Company	Sunol Ridge	FREMONT	CA	WNCE547-8594125		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8569125	YO	12/25/2001	12/13/2015	Pacific Gas and Electric Company	Sunol Ridge	FREMONT	CA	WNCE547-8571125		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8563625	YO	12/25/2001	12/13/2015	Pacific Gas and Electric Company	Sunol Ridge	FREMONT	CA	WNCE547-8563625		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT456	8553625	YO	06/10/2001	05/21/2011	Pacific Gas and Electric Company	Montebello Peak	SARATOGA	CA	KNNT456-8553625		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8603625	YO	12/25/2001	12/13/2015	Pacific Gas and Electric Company	Loma Prieta Mtn	SANTA CRUZ	CA	WNCE547-8601625		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8593625	YO	12/25/2001	12/13/2016	Pacific Gas and Electric Company	Loma Prieta Mtn	SANTA CRUZ	CA	WNCE547-8591625		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8583625	YO	12/25/2001	12/13/2016	Pacific Gas and Electric Company	Loma Prieta Mtn	SANTA CRUZ	CA	WNCE547-8581625		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8553625	YO	12/25/2001	12/13/2016	Pacific Gas and Electric Company	Loma Prieta Mtn	SANTA CRUZ	CA	WNCE547-8550625		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8537125	YO	12/25/2001	12/13/2015	Pacific Gas and Electric Company	Loma Prieta Mtn	SANTA CRUZ	CA	WNCE547-8537125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKB642	8562875	YB	11/02/2002	03/14/2012	Pacific Gas and Electric Company	Fremont Peak	SALINAS	CA	WPKB642-8552875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKB642	8562125	YB	11/02/2002	03/14/2012	Pacific Gas and Electric Company	Fremont Peak	SALINAS	CA	WPKB642-8562125		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKB642	8552625	YB	11/02/2002	03/14/2012	Pacific Gas and Electric Company	Fremont Peak	SALINAS	CA	WPKB642-8552625	Yes	4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT400	8556625	YB	12/17/2001	12/17/2011	Pacific Gas and Electric Company	Fremont Peak	SALINAS	CA	WPJT400-8556625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT500	8558625	YO	03/06/2001	05/21/2011	Pacific Gas and Electric Company	Fremont Peak	SALINAS	CA	KNNT500-8558625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT500	8601625	YO	03/06/2001	05/21/2011	Pacific Gas and Electric Company	Mt Toro	SALINAS	CA	KNNT500-8601625		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT500	8591625	YO	03/06/2001	05/21/2011	Pacific Gas and Electric Company	Mt Toro	SALINAS	CA	KNNT500-8591625		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT500	8584125	YO	03/06/2001	05/21/2011	Pacific Gas and Electric Company	Mt Toro	SALINAS	CA	KNNT500-8584125		4/15/2006	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT500	8583625	YO	03/06/2001	05/21/2011	Pacific Gas and Electric Company	Mt Toro	SALINAS	CA	KNNT500-8583625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT500	8574125	YO	03/06/2001	05/21/2011	Pacific Gas and Electric Company	Mt Toro	SALINAS	CA	KNNT500-8574125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT466	8503375	YO	05/12/2001	05/22/2011	Pacific Gas and Electric Company	Pampa Peak	BAKERSFIELD	CA	KNNT466-8503375		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT466	8503375	YO	06/12/2001	05/22/2011	Pacific Gas and Electric Company	Pampa Peak	BAKERSFIELD	CA	KNNT466-8493375		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT466	8503625	YO	06/12/2001	05/22/2011	Pacific Gas and Electric Company	Pampa Peak	BAKERSFIELD	CA	KNNT466-8483625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDH556	8601625	YO	05/26/2002	07/25/2011	Pacific Gas and Electric Company	Joaquin Ridge	COALINGA	CA	WNDH556-8601625	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDH556	8591625	YO	05/26/2002	07/25/2012	Pacific Gas and Electric Company	Joaquin Ridge	COALINGA	CA	WNDH556-8591625	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDH556	8581625	YO	05/26/2002	07/25/2012	Pacific Gas and Electric Company	Joaquin Ridge	COALINGA	CA	WNDH556-8581625	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement

SCHEDULE A

WNDK954	8583125	YD	07/23/2001	08/30/2015	Pacific Gas and Electric Company	Bear Mtn	ORANGE GROVE	CA	WNDK954-8583125		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDK954	8556125	YD	07/23/2001	08/30/2015	Pacific Gas and Electric Company	Bear Mtn	ORANGE GROVE	CA	WNDK954-8556125		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDK954	8561375	YD	07/23/2001	08/30/2015	Pacific Gas and Electric Company	Bear Mtn	ORANGE GROVE	CA	WNDK954-8581875		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDK954	8524875	YD	07/23/2001	08/30/2015	Pacific Gas and Electric Company	Bear Mtn	ORANGE GROVE	CA	WNDK954-8524875		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDH555	8580875	YD	05/23/2001	12/06/2012	Pacific Gas and Electric Company	Mt Bullion	MOUNT BULLION	CA	WNDH555-8580875	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDH555	8573875	YD	05/23/2001	12/06/2012	Pacific Gas and Electric Company	Mt Bullion	MOUNT BULLION	CA	WNDH555-8573875	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDH555	8563875	YD	05/23/2001	12/06/2012	Pacific Gas and Electric Company	Mt Bullion	MOUNT BULLION	CA	WNDH555-8563875	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT384	8557625	YB	12/17/2001	12/18/2011	Pacific Gas and Electric Company	Mt Bullion	MOUNT BULLION	CA	WPJT384-8557625	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT384	8516375	YB	12/17/2001	12/18/2011	Pacific Gas and Electric Company	Mt Bullion	MOUNT BULLION	CA	WPJT384-8516375	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDH556	8561125	YD	06/23/2001	07/06/2011	Pacific Gas and Electric Company	Mt Oso	PATTERSON	CA	WNDH556-8561125		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDH556	8574125	YD	06/23/2001	07/06/2011	Pacific Gas and Electric Company	Mt Oso	PATTERSON	CA	WNDH556-8574125		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDH556	8564125	YD	06/23/2001	07/06/2011	Pacific Gas and Electric Company	Mt Oso	PATTERSON	CA	WNDH556-8564125		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKD661	8591125	YB	01/23/2002	01/27/2012	Pacific Gas and Electric Company	Telegraph Hill	SONORA	CA	WPKD661-8591125	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKD661	8586625	YB	01/23/2002	01/27/2012	Pacific Gas and Electric Company	Telegraph Hill	SONORA	CA	WPKD661-8591625	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKD661	8578125	YB	01/23/2002	01/27/2012	Pacific Gas and Electric Company	Telegraph Hill	SONORA	CA	WPKD661-8578125	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKD661	8565375	YB	01/23/2002	01/27/2012	Pacific Gas and Electric Company	Telegraph Hill	SONORA	CA	WPKD662-8555375	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKD662	8553375	YB	01/23/2002	01/27/2012	Pacific Gas and Electric Company	Telegraph Hill	SONORA	CA	WPKD662-8551375	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKD662	8547625	YB	01/23/2002	01/27/2012	Pacific Gas and Electric Company	Telegraph Hill	SONORA	CA	WPKD662-8547625	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT386	8596125	YB	12/14/2001	12/11/2011	Pacific Gas and Electric Company	Jackson Buttes	JACKSON	CA	WPJT386-8596125	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT386	8584125	YB	12/14/2001	12/11/2011	Pacific Gas and Electric Company	Jackson Buttes	JACKSON	CA	WPJT386-8588125	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT386	8568125	YB	12/14/2001	12/16/2011	Pacific Gas and Electric Company	Jackson Buttes	JACKSON	CA	WPJT386-8568125	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT386	8566625	YB	12/14/2001	12/16/2011	Pacific Gas and Electric Company	Jackson Buttes	JACKSON	CA	WPJT386-8566625	Yes	6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPER823	8563125	YD	01/11/2004	04/18/2014	Pacific Gas and Electric Company	Mt Diablo	DIABLO	CA	WPER823-8563125		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPER823	8525625	YD	01/31/2004	04/18/2014	Pacific Gas and Electric Company	Mt Diablo	DIABLO	CA	WPER823-8525625		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8560625	YD	06/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Vaca	VACAVILLE	CA	WNCE548-8560625		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8592875	YD	06/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Vaca	VACAVILLE	CA	WNCE548-8592875		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8582875	YD	06/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Vaca	VACAVILLE	CA	WNCE548-8582875		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8572875	YD	06/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Vaca	VACAVILLE	CA	WNCE548-8572875		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8562875	YD	06/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Vaca	VACAVILLE	CA	WNCE548-8561375		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNWT563	8654125	YD	06/04/2002	12/05/2012	Pacific Gas and Electric Company	Pine Hill	PLACERVILLE	CA	WNAT563-8654125		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNWT563	8564125	YD	06/04/2002	12/02/2012	Pacific Gas and Electric Company	Pine Hill	PLACERVILLE	CA	WNAT563-8514125		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNWT563	8523875	YD	06/04/2002	12/05/2012	Pacific Gas and Electric Company	Pine Hill	PLACERVILLE	CA	WNAT563-8523875		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNWT563	8573875	YD	06/04/2002	12/05/2012	Pacific Gas and Electric Company	Pine Hill	PLACERVILLE	CA	WNAT563-8573875		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNWT563	8563875	YD	06/04/2002	12/09/2012	Pacific Gas and Electric Company	Pine Hill	PLACERVILLE	CA	WNAT563-8543875		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE541	8584125	YD	06/03/2001	05/21/2011	Pacific Gas and Electric Company	Sutter Buttes	SUTTER	CA	WNCE541-8584125		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE541	8574125	YD	06/03/2001	05/21/2011	Pacific Gas and Electric Company	Sutter Buttes	SUTTER	CA	WNCE541-8574125		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE541	8573625	YD	06/03/2001	05/21/2011	Pacific Gas and Electric Company	Sutter Buttes	SUTTER	CA	WNCE541-8573625		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE541	8564125	YD	06/03/2001	05/21/2011	Pacific Gas and Electric Company	Sutter Buttes	SUTTER	CA	WNCE541-8564125		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE541	8563625	YD	06/03/2001	05/21/2011	Pacific Gas and Electric Company	Sutter Buttes	SUTTER	CA	WNCE541-8563625		6/15/2006	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNHT522	8584125	YD	06/13/2001	05/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNHT522-8584125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNHT522	8583875	YD	06/13/2001	05/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNHT522-8583875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNHT522	8563125	YD	06/13/2001	05/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNHT522-8583125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNHT522	8574125	YD	06/13/2001	05/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNHT522-8574125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNHT522	8573875	YD	06/13/2001	05/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNHT522-8573875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNHT522	8564125	YD	06/13/2001	06/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNHT522-8564125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNHT522	8563875	YD	06/13/2001	06/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNHT522-8563875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNHT522	8563625	YD	06/13/2001	06/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNHT522-8563625		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNYK419	8663875	YD	11/07/2001	12/12/2012	Pacific Gas and Electric Company	Flea Mtn	PULGA	CA	WNYK419-8663875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNYK419	8563625	YD	11/07/2001	12/12/2012	Pacific Gas and Electric Company	Flea Mtn	PULGA	CA	WNYK419-8563625		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNYK419	8553625	YD	11/07/2001	12/12/2012	Pacific Gas and Electric Company	Flea Mtn	PULGA	CA	WNYK419-8553625		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNYK419	8573125	YD	11/07/2001	12/12/2012	Pacific Gas and Electric Company	Flea Mtn	PULGA	CA	WNYK419-8571125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNYK419	8553625	YD	11/07/2001	12/12/2012	Pacific Gas and Electric Company	Flea Mtn	PULGA	CA	WNYK419-8523625		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDG414	8603375	YD	07/23/2001	08/09/2015	Pacific Gas and Electric Company	Tuscan Buttes	RED BLUFF	CA	WNDG414-8603375		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDG414	8563375	YD	07/23/2001	08/09/2015	Pacific Gas and Electric Company	Tuscan Buttes	RED BLUFF	CA	WNDG414-8583375		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDG414	8523375	YD	07/23/2001	08/09/2015	Pacific Gas and Electric Company	Tuscan Buttes	RED BLUFF	CA	WNDG414-8563375		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDG414	8573375	YD	07/23/2001	08/06/2015	Pacific Gas and Electric Company	Tuscan Buttes	RED BLUFF	CA	WNDG414-8573375		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDG414	8563375	YD	07/23/2001	08/06/2015	Pacific Gas and Electric Company	Tuscan Buttes	RED BLUFF	CA	WNDG414-8563375		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement

SCHEDULE A

SCHEDULE B

LICENSES/CHANNELS – waiver required

(Attached)

SCHEDULE B

Call Sign	Frequency	Radio Svc	License Grant	Expiration Date	Licensee	Site Name	City	State	CallFreq	LicProtect	PG&E Release Date
WHC[illegible]	857.3625	YO	[illegible]	10/21/2011	Pacific Gas and Electric Company	Sutter Buttes	SUTTER	CA	WHC[illegible]-857.3625	Analog	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement

AMENDMENT NUMBER ONE TO LONG-TERM DE FACTO LEASING AGREEMENT

THIS AMENDMENT (the "Amendment") shall amend and revise that certain long-term de facto leasing agreement (the "Agreement"), executed on February 7, 2006, by and between **Pacific Gas and Electric Company**, a California corporation ("PG&E"), and **Nextel of California, Inc.** ("Nextel"), a wholly-owned indirect subsidiary of Nextel Communications, Inc., a Delaware corporation. PG&E and Nextel may be referred to individually as "Party," or collectively as the "Parties." All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, through this Amendment, hereby agree to amend and revise the Agreement as follows:

1. Schedule A will be modified and replaced with the Schedule A attached hereto.

2. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of the Parties.

3. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Amendment as of this 16 day of FEB, 2006.

PG&E:
Pacific Gas and Electric Company

By: Patricia M Lawicki
Name: PATRICIA M. LAWICKI
Title: VP & CIO

Nextel:
Nextel of California, Inc.

By:
Name: Geoff Stearn
Title: Vice President

Call Sign	Frequency	Radio Svc	License Grant	Expiration Date	Licensee	Site Name	City	State	CallFreq	LicProtect Analog	PG&E Release Date	Revised PG&E Release Date
WNQC751	8603625	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8603625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8593625	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8593625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8592875	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8592875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8583875	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8583875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8582875	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8582875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8574125	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8574125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8573875	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8573875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8563875	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8563875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8562875	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Cobb Mtn	HEALDSBURG	CA	WNQC751-8562875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8593125	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Mt St Helena	KELLOG	CA	WNQC751-8593125	Yes	4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8603125	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Mt St Helena	KELLOG	CA	WNQC751-8603125	Yes	4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
												Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8593625	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Sonoma Mtn	PETALUMA	CA	WNQC751-8593625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8583875	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Sonoma Mtn	PETALUMA	CA	WNQC751-8583875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8573875	YO	09/30/2004	08/29/2014	Pacific Gas and Electric Company	Sonoma Mtn	PETALUMA	CA	WNQC751-8573875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQC751	8563875	YO	9/30/2004	8/29/2014	Pacific Gas and Electric Company	Sonoma Mtn	PETALUMA	CA	WNQC751-8563875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8584125	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Mt Tamilpias	MILL VALLEY	CA	WNCE547-8584125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8574125	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Mt Tamilpias	MILL VALLEY	CA	WNCE547-8574125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8564125	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Mt Tamilpias	MILL VALLEY	CA	WNCE547-8564125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8559125	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Mt Tamilpias	MILL VALLEY	CA	WNCE547-8559125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8554125	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Mt Tamilpias	MILL VALLEY	CA	WNCE547-8554125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNFM369	8563625	YO	05/02/2001	05/21/2011	Pacific Gas and Electric Company	PG&E SFGO	SAN FRANCISCO	CA	WNFM369-8563625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNAY615	8549125	YO	01/10/2000	3/12/2015	Pacific Gas and Electric Company	PG&E SFGO	SAN FRANCISCO	CA	WNAY615-8549125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNFM369	8525625	YO	05/02/2001	05/21/2011	Pacific Gas and Electric Company	PG&E SFGO	SAN FRANCISCO	CA	WNFM369-8525625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNQ364	8559125	YO	05/09/2001	03/22/2011	Pacific Gas and Electric Company	San Bruno Mtn	SOUTH SAN FRANCISCO	CA	KNNQ364-8559125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNQ364	8556125	YO	05/09/2001	03/22/2011	Pacific Gas and Electric Company	San Bruno Mtn	SOUTH SAN FRANCISCO	CA	KNNQ364-8556125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNQ364	8553625	YO	05/09/2001	03/22/2011	Pacific Gas and Electric Company	San Bruno Mtn	SOUTH SAN FRANCISCO	CA	KNNQ364-8553625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNQ364	8549125	YO	05/09/2001	03/22/2011	Pacific Gas and Electric Company	San Bruno Mtn	SOUTH SAN FRANCISCO	CA	KNNQ364-8549125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8604125	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Sunol Ridge	FREMONT	CA	WNCE547-8604125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8594125	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Sunol Ridge	FREMONT	CA	WNCE547-8594125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8559125	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Sunol Ridge	FREMONT	CA	WNCE547-8559125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8553625	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Sunol Ridge	FREMONT	CA	WNCE547-8553625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT495	8553625	YO	05/02/2001	05/21/2011	Pacific Gas and Electric Company	Montebello Peak	SARATOGA	CA	KNNT495-8553625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8603625	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Loma Prieta Mtn	SANTA CRUZ	CA	WNCE547-8603625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8593625	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Loma Prieta Mtn	SANTA CRUZ	CA	WNCE547-8593625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8583625	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Loma Prieta Mtn	SANTA CRUZ	CA	WNCE547-8583625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8553625	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Loma Prieta Mtn	SANTA CRUZ	CA	WNCE547-8553625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE547	8532125	YO	10/25/2000	12/13/2015	Pacific Gas and Electric Company	Loma Prieta Mtn	SANTA CRUZ	CA	WNCE547-8532125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKB642	8608875	YB	01/23/2002	01/14/2012	Pacific Gas and Electric Company	Fremont Peak	SALINAS	CA	WPKB642-8608875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKB642	8608125	YB	01/23/2002	01/14/2012	Pacific Gas and Electric Company	Fremont Peak	SALINAS	CA	WPKB642-8608125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKB642	8598625	YB	01/23/2002	01/14/2012	Pacific Gas and Electric Company	Fremont Peak	SALINAS	CA	WPKB642-8598625	Yes	4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT400	8568625	YB	12/17/2001	10/16/2011	Pacific Gas and Electric Company	Fremont Peak	SALINAS	CA	WPJT400-8568625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT500	8558625	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Fremont Peak	SALINAS	CA	KNNT500-8558625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT500	8603625	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Toro	SALINAS	CA	KNNT500-8603625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT500	8593625	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Toro	SALINAS	CA	KNNT500-8593625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT500	8584125	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Toro	SALINAS	CA	KNNT500-8584125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT500	8583625	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Toro	SALINAS	CA	KNNT500-8583625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT500	8574125	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Toro	SALINAS	CA	KNNT500-8574125		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT488	8603875	YO	06/12/2001	05/20/2011	Pacific Gas and Electric Company	Pampa Peak	BAKERSFIELD	CA	KNNT488-8603875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT488	8593875	YO	06/12/2001	05/20/2011	Pacific Gas and Electric Company	Pampa Peak	BAKERSFIELD	CA	KNNT488-8593875		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT488	8553625	YO	06/12/2001	05/20/2011	Pacific Gas and Electric Company	Pampa Peak	BAKERSFIELD	CA	KNNT488-8553625		4/15/2005	Within seventy-three (73) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDN555	8603625	YO	06/28/2002	07/09/2012	Pacific Gas and Electric Company	Joaquin Ridge	COALINGA	CA	WNDN555-8603625	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDN555	8593625	YO	06/28/2002	07/09/2012	Pacific Gas and Electric Company	Joaquin Ridge	COALINGA	CA	WNDN555-8593625	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDN555	8583625	YO	06/28/2002	07/09/2012	Pacific Gas and Electric Company	Joaquin Ridge	COALINGA	CA	WNDN555-8583625	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement

WNQK964	8593125	YO	07/20/2000	8/30/2015	Pacific Gas and Electric Company	Bear Mtn	ORANGE GROVE	CA	WNQK964-8593125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQK964	8556125	YO	07/20/2000	8/30/2015	Pacific Gas and Electric Company	Bear Mtn	ORANGE GROVE	CA	WNQK964-8556125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQK964	8551875	YO	07/20/2000	8/30/2015	Pacific Gas and Electric Company	Bear Mtn	ORANGE GROVE	CA	WNQK964-8551875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQK964	8524875	YO	07/20/2000	8/30/2015	Pacific Gas and Electric Company	Bear Mtn	ORANGE GROVE	CA	WNQK964-8524875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDN555	8583875	YO	06/28/2002	07/09/2012	Pacific Gas and Electric Company	Mt Bullion	MOUNT BULLION	CA	WNDN555-8583875	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDN555	8573875	YO	06/28/2002	07/09/2012	Pacific Gas and Electric Company	Mt Bullion	MOUNT BULLION	CA	WNDN555-8573875	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDN555	8563875	YO	06/28/2002	07/09/2012	Pacific Gas and Electric Company	Mt Bullion	MOUNT BULLION	CA	WNDN555-8563875	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT384	8557625	YB	12/17/2001	10/16/2011	Pacific Gas and Electric Company	Mt Bullion	MOUNT BULLION	CA	WPJT384-8557625	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT384	8548375	YB	12/17/2001	10/16/2011	Pacific Gas and Electric Company	Mt Bullion	MOUNT BULLION	CA	WPJT384-8548375	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDN555	8584125	YO	06/28/2002	07/09/2012	Pacific Gas and Electric Company	Mt Oso	PATTERSON	CA	WNDN555-8584125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDN555	8574125	YO	06/28/2002	07/09/2012	Pacific Gas and Electric Company	Mt Oso	PATTERSON	CA	WNDN555-8574125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNDN555	8564125	YO	06/28/2002	07/09/2012	Pacific Gas and Electric Company	Mt Oso	PATTERSON	CA	WNDN555-8564125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKD692	8599125	YB	01/23/2002	01/27/2012	Pacific Gas and Electric Company	Telegraph Hill	SONORA	CA	WPKD692-8599125	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKD692	8598625	YB	01/23/2002	01/27/2012	Pacific Gas and Electric Company	Telegraph Hill	SONORA	CA	WPKD692-8598625	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKD692	8578125	YB	01/23/2002	01/27/2012	Pacific Gas and Electric Company	Telegraph Hill	SONORA	CA	WPKD692-8578125	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKD692	8555375	YB	01/23/2002	01/27/2012	Pacific Gas and Electric Company	Telegraph Hill	SONORA	CA	WPKD692-8555375	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKD692	8553375	YB	01/23/2002	01/27/2012	Pacific Gas and Electric Company	Telegraph Hill	SONORA	CA	WPKD692-8553375	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPKD692	8547625	YB	01/23/2002	01/27/2012	Pacific Gas and Electric Company	Telegraph Hill	SONORA	CA	WPKD692-8547625	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT386	8598125	YB	12/14/2001	10/16/2011	Pacific Gas and Electric Company	Jackson Buttes	JACKSON	CA	WPJT386-8598125	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT386	8589125	YB	12/14/2001	10/16/2011	Pacific Gas and Electric Company	Jackson Buttes	JACKSON	CA	WPJT386-8589125	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT386	8588125	YB	12/14/2001	10/16/2011	Pacific Gas and Electric Company	Jackson Buttes	JACKSON	CA	WPJT386-8588125	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPJT386	8568625	YB	12/14/2001	10/16/2011	Pacific Gas and Electric Company	Jackson Buttes	JACKSON	CA	WPJT386-8568625	Yes	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPER923	8563125	YO	01/31/2004	04/18/2014	Pacific Gas and Electric Company	Mt Diablo	DIABLO	CA	WPER923-8563125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WPER923	8525625	YO	01/31/2004	04/18/2014	Pacific Gas and Electric Company	Mt Diablo	DIABLO	CA	WPER923-8525625		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8603625	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Vaca	VACAVILLE	CA	WNCE548-8603625		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8592875	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Vaca	VACAVILLE	CA	WNCE548-8592875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8582875	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Vaca	VACAVILLE	CA	WNCE548-8582875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8572875	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Vaca	VACAVILLE	CA	WNCE548-8572875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8562875	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Mt Vaca	VACAVILLE	CA	WNCE548-8562875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNWF563	8604125	YO	09/04/2002	10/09/2012	Pacific Gas and Electric Company	Pine Hill	PLACERVILLE	CA	WNWF563-8604125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNWF563	8594125	YO	09/04/2002	10/09/2012	Pacific Gas and Electric Company	Pine Hill	PLACERVILLE	CA	WNWF563-8594125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNWF563	8583875	YO	09/04/2002	10/09/2012	Pacific Gas and Electric Company	Pine Hill	PLACERVILLE	CA	WNWF563-8583875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNWF563	8573875	YO	09/04/2002	10/09/2012	Pacific Gas and Electric Company	Pine Hill	PLACERVILLE	CA	WNWF563-8573875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNWF563	8563875	YO	09/04/2002	10/09/2012	Pacific Gas and Electric Company	Pine Hill	PLACERVILLE	CA	WNWF563-8563875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8584125	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Sutter Buttes	SUTTER	CA	WNCE548-8584125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8574125	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Sutter Buttes	SUTTER	CA	WNCE548-8574125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8573625	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Sutter Buttes	SUTTER	CA	WNCE548-8573625		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8564125	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Sutter Buttes	SUTTER	CA	WNCE548-8564125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNCE548	8553625	YO	08/03/2001	05/21/2011	Pacific Gas and Electric Company	Sutter Buttes	SUTTER	CA	WNCE548-8553625		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT502	8584125	YO	08/13/2001	05/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNNT502-8584125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT502	8583875	YO	08/13/2001	05/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNNT502-8583875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT502	8583125	YO	08/13/2001	05/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNNT502-8583125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT502	8574125	YO	08/13/2001	05/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNNT502-8574125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT502	8573875	YO	08/13/2001	05/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNNT502-8573875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT502	8564125	YO	08/13/2001	05/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNNT502-8564125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT502	8563875	YO	08/13/2001	05/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNNT502-8563875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
KNNT502	8553625	YO	08/13/2001	05/21/2011	Pacific Gas and Electric Company	Sunset Hill	FORBESTOWN	CA	KNNT502-8553625		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNYK419	8603875	YO	11/27/2001	02/12/2012	Pacific Gas and Electric Company	Flea Mtn	PULGA	CA	WNYK419-8603875		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNYK419	8593625	YO	11/27/2001	02/12/2012	Pacific Gas and Electric Company	Flea Mtn	PULGA	CA	WNYK419-8593625		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNYK419	8583625	YO	11/27/2001	02/12/2012	Pacific Gas and Electric Company	Flea Mtn	PULGA	CA	WNYK419-8583625		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNYK419	8573125	YO	11/27/2001	02/12/2012	Pacific Gas and Electric Company	Flea Mtn	PULGA	CA	WNYK419-8573125		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNYK419	8563625	YO	11/27/2001	02/12/2012	Pacific Gas and Electric Company	Flea Mtn	PULGA	CA	WNYK419-8563625		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQG484	8603375	YO	07/20/2000	08/09/2015	Pacific Gas and Electric Company	Tuscan Buttes	RED BLUFF	CA	WNQG484-8603375		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQG484	8593375	YO	07/20/2000	08/09/2015	Pacific Gas and Electric Company	Tuscan Buttes	RED BLUFF	CA	WNQG484-8593375		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQG484	8583375	YO	07/20/2000	08/09/2015	Pacific Gas and Electric Company	Tuscan Buttes	RED BLUFF	CA	WNQG484-8583375		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement
WNQG484	8573375	YO	07/20/2000	08/09/2015	Pacific Gas and Electric Company	Tuscan Buttes	RED BLUFF	CA	WNQG484-8573375		6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement

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WNQG484	8563375	YO	07/20/2000	08/09/2015	Pacific Gas and Electric Company	Tuscan Buttes	RED BLUFF	CA	WNQG484-8563375	6/15/2005	Within one hundred and thirty-four (134) days of FCC and CPUC approval, whichever is later, of the Leasing Arrangement

Advice 2787-E
Attachment 2

Reconfiguration Costs

Who will pay for the reconfiguration?

Nextel is generally responsible for the cost of relocating all affected 800 MHz incumbents to new spectrum with comparable technological and operational capabilities to those presently in use. To ensure that adequate funding is available for the entire 800 MHz reconfiguration, the FCC has required Nextel to secure irrevocable letters of credit in the amount of $2.5 billion and commit to providing additional funding if necessary.

How do I get paid?

All costs, including those related to planning activities, must be reasonable and well documented. Reasonable costs are those that are necessary to obtain facilities comparable to those presently in use. The TA foresees the following activities, among others, as allowable for 800 MHz reconfiguration (subject to determination of reasonableness and appropriate documentation): planning costs associated with 800 MHz system inventory work; legal fees associated with contract negotiations; engineering fees for system reconfiguration; costs incurred for frequency planning and replacement equipment, where necessary. Estimates of planning and reconfiguration costs, together with supporting documentation, should be submitted to Nextel. Additionally, licensees must certify that cost estimates are the "minimum necessary" to achieve comparability with its existing facilities. Upon review and approval of the licensee's cost estimate by Nextel and the TA, Nextel will initiate payment to cover these costs.

Will there be a limit to the reimbursement available for reconfiguration?

There is no predetermined "ceiling" on individual licensee reconfiguration costs. However, the TA will review all cost estimates submitted to ensure that they are reasonable, prudent, and directly related to obtaining comparable facilities as a result of the reconfiguration effort. The FCC has tasked the TA with reviewing proposed transactional costs (e.g., legal and engineering fees) that exceed two percent of the "hard" costs involved (e.g., equipment costs).

Negotiations

What is the negotiation process?

Reconfiguring 800 MHz licensees are required to negotiate the specifics of their reconfigurations with Nextel directly, or ask to communicate with Nextel through the TA to reach an agreement with Nextel regarding reconfiguration. There is a voluntary negotiation window of three months, followed by a mandatory negotiation window of three months for each licensee. It is not possible to exactly determine when the NPSPAC negotiations can begin, though they are expected to fall within the stated voluntary negotiation windows. The TA will mediate an agreement between the licensee and Nextel, and refer the matter to the FCC if necessary.

Can I negotiate prior to the "official" start of the negotiation period?

Licensees and Nextel may begin voluntary negotiations before the official start date of their reconfiguration wave. However, the TA will generally not review cost estimates for reimbursement of actual system reconfiguration costs until the start of a wave. The TA will allow cost estimates for reconfiguration planning to be submitted approximately 75 days before the start of a wave for licensees with frequencies from Channels 1-120, and approximately 45 days before the start of the PN window for NPSPAC licensees. For example, the TA will permit licensees with frequencies from Channels 1-120 in Wave 1 to submit cost estimates for planning costs to the TA beginning April 15, 2005, and NPSPAC licensees in Wave 1 to submit estimates beginning on Nov 18, 2005. The TA may consider exceptions on a case-by-case basis. Requests for planning funding should be submitted directly by licensees to Nextel as part of the negotiation process.

800 MHz Transition Administrator

The Official Reconfiguration Manager

About the Transition Administrator

The 800 MHz Transition Administrator (TA) is an independent party charged by the FCC to oversee the reconfiguration of the 800 MHz band. The TA will oversee the administrative and financial aspects of the reconfiguration process, establish a relocation schedule, specify replacement channels, and facilitate resolution of any disputes that may arise.

All interested parties are encouraged to visit our website for current 800 MHz reconfiguration news and information.

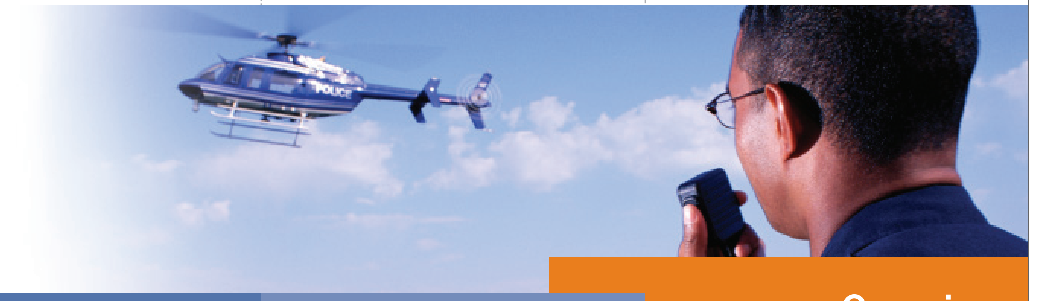
TA Website	www.800TA.org
E-mail	comments@800TA.org
Phone	888.800.TA20 (888.800.8220)
Other Resources	FCC 800 MHz Band Reconfigurations Website www.800Mhz.gov

The TA will contact affected licensees and stakeholders directly, as well as through stakeholder meetings, participation in upcoming conferences, and other outreach efforts. The TA will develop and disseminate materials providing stakeholders with information and assistance in understanding and planning for reconfiguration.

800 MHz Transition Administrator

The Official Reconfiguration Manager

800 MHz Band Reconfiguration



Overview

Reconfiguration Overview

Why did the FCC order a reconfiguration of the 800 MHz band?

Public safety radio systems—those used by police, firefighters, emergency medical technicians, and other systems operating on the 800 MHz band—have been experiencing increasing levels of interference and "dead zones" as a result of commercial wireless carriers operating in the same or adjacent spectrum bands.

What is the 800 MHz Reconfiguration Program?

The 800 MHz reconfiguration is part of the FCC's plan to promote safety and protect the lives of first responders and other emergency personnel by addressing the harmful interference to public safety communication systems operating in the 800 MHz band.

Goals

- To resolve the root cause of interference to public safety radio networks
- To provide additional 800 MHz spectrum for public safety agencies

Guiding Principles

- Treat licensees equitably
- Keep disruption to a minimum for spectrum users and the public

How Licensees Will Be Affected

- Public safety licensees will move to lower segments of the spectrum in the 800 MHz band
- Commercial cell companies will move to higher segments of the 800 MHz band
- Creation of a guard band as buffer to separate signals from different types of networks
- Band reconfiguration will have no cost to licensees

To oversee the administrative and financial aspects of the reconfiguration program, the FCC appointed the 800 MHz Transition Administrator (TA).

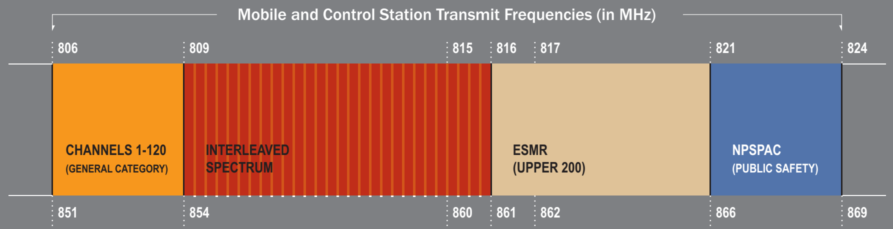
Who needs to reconfigure in the 800 MHz band?

Many 800 MHz systems, including public safety, critical infrastructure industries (CII), private business (B/ILT), and commercial (SMR) systems operating at 806-824 MHz/851-869 MHz will be required to relocate with the following general guidelines:

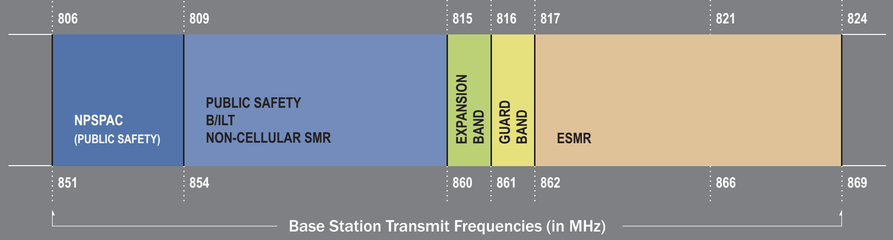
- Licensees in the 806-809 MHz/851-854MHz band (Channels 1-120) will be relocated
- NPSPAC licensees in the 821-824 MHz/866-869 MHz band will be relocated
- Certain licensees in the newly created "Expansion" band and "Guard" band will have the option of relocating within the 800 MHz band
- Enhanced Specialized Mobile Radio (ESMR) operators, such as Nextel, will be relocated

In addition, there is a specific plan for areas in the Southeastern Region of the United States.

Current Channels



Reconfigured Channels



Regional Prioritization Plan

What is the Regional Prioritization Plan?

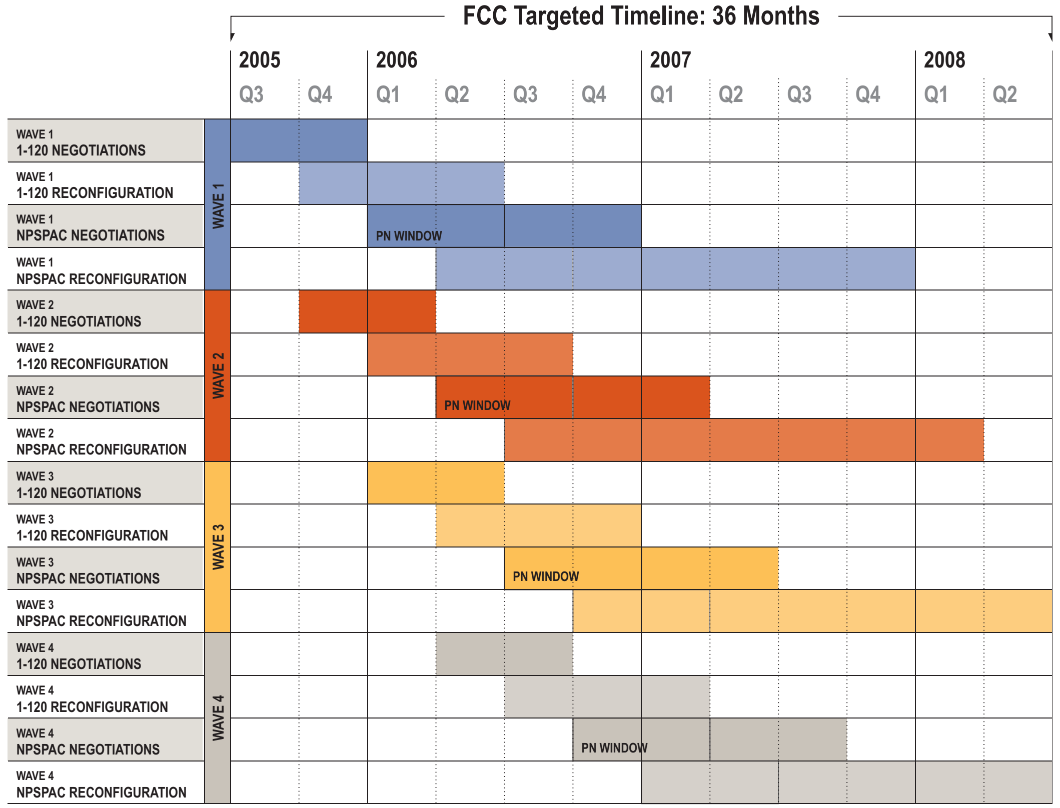
The TA developed the Regional Prioritization Plan (RPP) that lists the order in which the 55 NPSPAC regions will start the process of reconfiguration in the 800 MHz band in the United States. The RPP contains four reconfiguration "waves" or groups of NPSPAC regions, and the reconfiguration schedule for each wave. The TA considered many factors in crafting the RPP, including FCC's reconfiguration timeline targets, population, interference to public safety systems, the need to reconfigure interconnected regions together, workload balance, seasonal cycles, and international treaties in border regions.

When do I begin reconfiguration if my system spans regions across different waves?

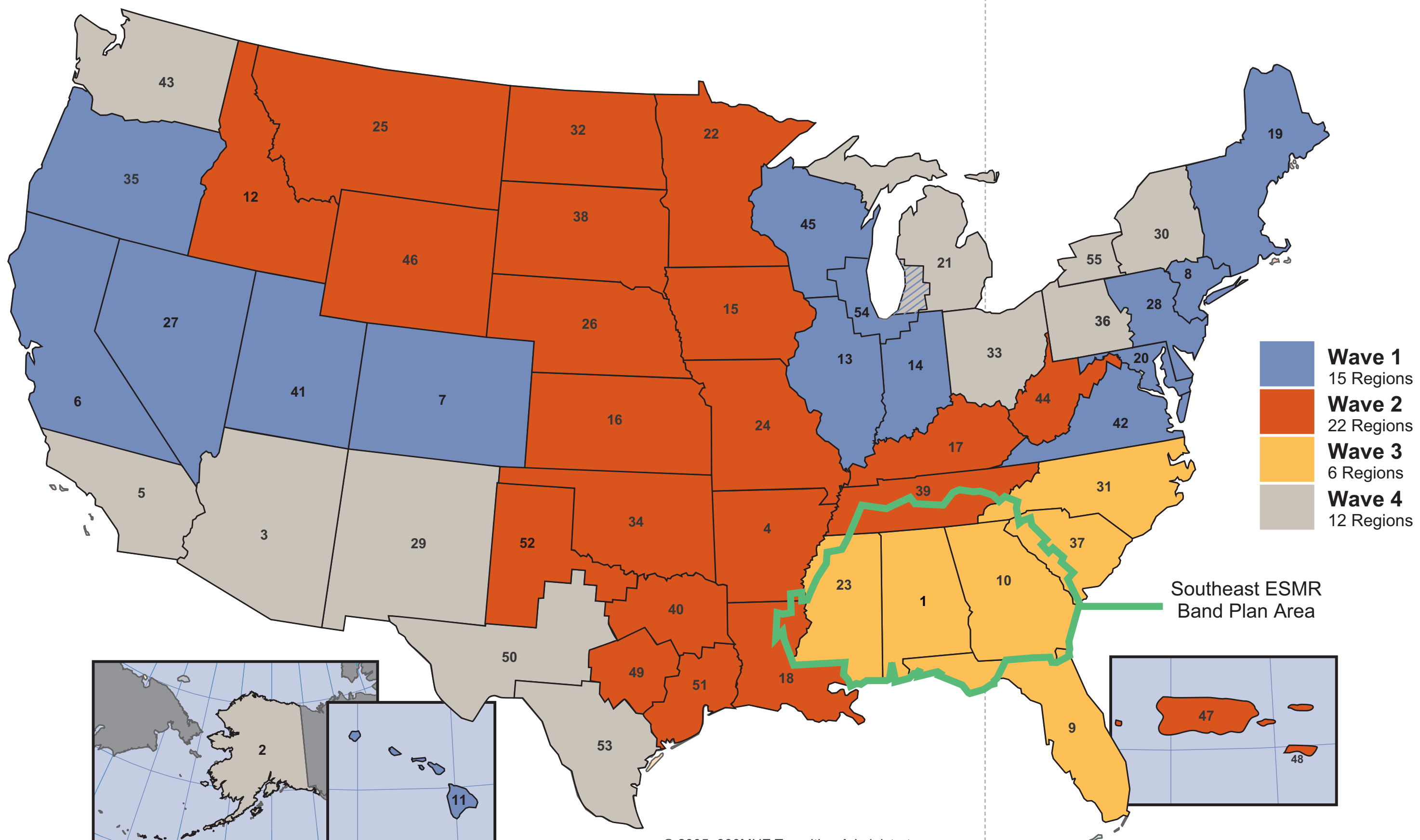
Licensees with systems that span multiple reconfiguration waves must begin the reconfiguration process at the designated time for the first wave in which they have a system. This will help ensure that complex systems spanning reconfiguration waves have adequate time to reconfigure. One possible exception is for licensees in border areas for which revised band plans are pending new international treaty agreements.

	WAVE 1	WAVE 2	WAVE 3	WAVE 4
Channels 1-120 Wave Voluntary Start Dates	June 27, 2005	October 3, 2005	January 3, 2006	April 3, 2006
NPSPAC Voluntary Negotiation Window	January 3, 2006 to June 30, 2006	January 3, 2006 to June 30, 2006	January 3, 2006 to June 30, 2006	January 3, 2006 to June 30, 2006

*Pending treaties with Canada and Mexico



NOTE: PN window is the period during which Public Notice announces the start of NPSPAC region negotiations



What is the schedule for implementing the RPP?

Beginning with the official start date for reconfiguration, June 27, 2005, the RPP defines four "waves" of NPSPAC regions to be reconfigured.

The start date of each wave triggers the beginning of licensee relocation negotiations with Nextel. Physical reconfiguration will occur after licensees complete negotiations with Nextel and the TA approves the related agreement.

In any given NPSPAC region, reconfiguration of licensees currently operating in Channels 1-120 must be completed before NPSPAC reconfiguration can begin.

If I have a "mixed license" including frequencies from Channels 1-120 and NPSPAC, can I reconfigure them at the same time?

The TA seeks to minimize disruption to reconfiguring licensees to the maximum extent possible, and will consider licensee requests related to their unique reconfiguration issues. Such issues will need to be addressed on a case-by-case basis during negotiations with Nextel.

If multiple agencies work together on "Mutual Aid Channels," who will ensure that they are reconfigured together?

Licensees sharing Mutual Aid Channels should work with Nextel on coordinating the reconfiguration of wide area networks. The TA will become involved as needed.

PG&E Gas and Electric Advice Filing List
General Order 96-A, Section III(G)

ABAG Power Pool
Accent Energy
Aglet Consumer Alliance
Agnews Developmental Center
Ahmed, Ali
Alcantar & Elsesser
Anderson Donovan & Poole P.C.
Applied Power Technologies
APS Energy Services Co Inc
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CA League of Food Processors
CA Water Service Group
California Energy Commission
California Farm Bureau Federation
California Gas Acquisition Svcs
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Cross Border Inc
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CSC Energy Services
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Defense Fuel Support Center
Department of the Army
Department of Water & Power City
DGS Natural Gas Services
Douglass & Liddell
Downey, Brand, Seymour & Rohwer
Duke Energy
Duke Energy North America
Duncan, Virgil E.
Dutcher, John
Dynegy Inc.
Ellison Schneider
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Enron Energy Services
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Franciscan Mobilehome
Future Resources Associates, Inc
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Gas Transmission Northwest Corporation
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Goodin, MacBride, Squeri, Schlotz &
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Hitachi Global Storage Technologies
Hogan Manufacturing, Inc
House, Lon
Imperial Irrigation District
Integrated Utility Consulting Group
International Power Technology
Interstate Gas Services, Inc.
IUCG/Sunshine Design LLC
J. R. Wood, Inc
JTM, Inc
Kaiser Cement Corp
Luce, Forward, Hamilton & Scripps
Manatt, Phelps & Phillips
Marcus, David
Masonite Corporation
Matthew V. Brady & Associates
Maynor, Donald H.
McKenzie & Assoc
McKenzie & Associates
Meek, Daniel W.
Mirant California, LLC
Modesto Irrigation Dist
Morrison & Foerster
Morse Richard Weisenmiller & Assoc.
Navigant Consulting
New United Motor Mfg, Inc
Norris & Wong Associates
North Coast Solar Resources
Northern California Power Agency
Office of Energy Assessments
Palo Alto Muni Utilities
PG&E National Energy Group
Pinnacle CNG Company
PITCO
Plurimi, Inc.
PPL EnergyPlus, LLC
Praxair, Inc.
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SCD Energy Solutions
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White & Case
WMA