

## AMENDMENT

This Amendment modifies that certain License Agreement for Base Camp and Staging Area ("**License Agreement**") by and between \_\_\_\_\_ ("**LICENSOR**") AND Pacific Gas and Electric Company ("**PG&E**").

1. Definitions. Unless otherwise defined herein, all capitalized words and terms in this Amendment shall have the meanings given to them in the License Agreement.

2. PSPS License Area. LICENSOR agrees that in addition to the rights granted to PG&E in the License Agreement, PG&E, PG&E's Representatives, and PG&E's customers shall have the right to access and use a portion of the Property (the "**PSPS License Area**") in connection with a Public Safety Power Shutoff Event ("**PSPS Event**") as defined below. The PSPS License Area is depicted on **EXHIBIT A** attached hereto and by this reference made a part hereof. PG&E and PG&E's Representatives may establish and operate a customer resource center in the PSPS License Area in case of a PSPS Event, as well as establish and operate a staging area to support the command, control, and coordination of any patrol, inspection, and restoration of electric facilities in case of a PSPS Event. LICENSOR acknowledges that PG&E's Activities in connection with a PSPS Event may include the following: setting up tents with tables and seating where PG&E customers can obtain water and snacks, charge phones, and get up-to-date information on outages; installing trailers, portable toilets, portable back-up generators, and fencing; parking mobile vehicle units and other vehicles; and delivering and staging equipment, supplies and materials. The term "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

3. Notice of Availability. PG&E shall give LICENSOR at least 24 hours' prior notice of the date and time that PG&E needs to access and use the PSPS License Area. If the PSPS License Area is not available for access and use by PG&E on the date and time specified in PG&E's notice, LICENSOR must so notify PG&E within 4 hours after receipt of PG&E's notice.

4. Use Days. PG&E anticipates that it will use the PSPS License Area in connection with a PSPS Event on an occasional basis, if at all, for periods of two (2) to ten (10) days at a time. The days (including any partial days) during which PG&E is using the PSPS License Area in connection with a PSPS Event are referred to herein as "**Use Days.**" During Use Days, PG&E shall have the exclusive right to use the PSPS License Area twenty-four (24) hours per day. PG&E shall pay Licensor a license fee of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per day for each Use Day.

5. Condition of Property. To LICENSOR'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws.

6. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

7. Ratification. PG&E's use of the PSPS License Area pursuant to this Amendment shall be upon the same terms and conditions as contained in the License Agreement, except as set forth in this Amendment to the contrary. The License Agreement, as modified by this Amendment, is hereby ratified and confirmed.

8. Electronic Signatures. This Amendment may be executed by electronic signatures (e.g., using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this Amendment executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this Amendment as if it were an original manually executed signature page.

9. Counterparts. This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment effective on \_\_\_\_\_, 2019.

"PG&E"

"LICENSOR"

Pacific Gas and Electric Company,  
a California corporation

[Name],  
a [Entity Type]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
**PSPS LICENSE AREA**