

Commission Staff Data Request

RE: Docket No. 20210138-PU – Proposed adoption of Rule 25-18.020, F.A.C., Pole Inspection and Maintenance.

Dear Ms. DuVal,

Below are Florida Public Utilities Company Responses to Commission Staff’s Data Request in Docket No. 20210138-PU. If you have any questions, please let us know. Thanks.

1. Is your company obligated to conduct vegetation management, maintain, or inspect any poles that are owned by a communications services provider to which your company has overhead facilities attached? If so, please explain the nature of the obligation.

Company Response:

Florida Public Utilities Company (FPUC) trims feeders on a three year cycle and laterals on a 6 year cycle. Given the close proximity of joint use facilities the communication service lines and poles become included in the cleared area.

FPUC inspects only poles owned by FPUC on an eight year cycle.

2. Please file at least two of your company’s attachment agreements with a communications services provider that demonstrate the standard or general terms that are contained in these types of agreements.

Company Response:

Please see Exhibit A “Agreement#1” and Exhibit B “Agreement #2”

3. Do your company’s attachment agreements with communications service providers reference any standards, codes, or requirements in regard to vegetation management, pole maintenance, or pole inspection. If yes, please provide an example of the standards, codes, or requirements included in the agreement.

Company Response:

Yes. FPUC agreements provide a requirement for maintenance and reference NESC Rules involving Pole Inspection and Vegetation Management

Pole Maintenance - Joint poles shall be maintained in accordance with specifications and shall be replaced, reinforced or repaired as they become defective.

Pole Inspection – Reference to NESC. Rule 214 (Inspection and Tests of Lines and Equipment would apply.

Vegetation Management – Reference to NESC. Rule 218 (Vegetation Management) would apply

4. Order No. PSC-06-0351-PAA-EI, issued on April 25, 2006, in Docket No. 060198-EI, Page 4, states that each IOU's joint-use audit plan shall include pole strength assessments for both poles owned by the electric utility to which other utility attachments are made and poles not owned by the electric utility to which the electric utility has attached its electric equipment. Please confirm that your company's current joint-use audit procedures are consistent with Order No. PSC-06-0351-PAA-EI. Please identify and explain the basis for the standards for the strength assessment for your existing poles and explain whether or not the standards are consistent with Order No. PSC-06-0351-PAA-EI.

Company Response:

FPUC has historically not performed strength assessments on Communication Company poles with our facilities located on them. As part of our planned 2022 Joint Use Audit we will include Pole Strength Assessments on these poles.

FPUC follows all applicable extreme wind loading design standards of the National Electric Safety Code for all of our poles.

5. Please provide a description of your company's emergency response and storm restoration procedures and protocols with respect to poles owned by a communications services provider to which your company has overhead facilities attached.

Company Response:

The primary goal and focus of FPUC during an emergency response and storm restoration is the continuation of safe, reliable, and sufficient supply of energy to the customers of FPUC. Therefore, during these events if a Communication Company's pole with our lines attached is damaged and requires replacement, FPUC replaces it with a storm hardened pole and transfer of ownership is established afterward.

Exhibit A (40 Pages)

**POLE ATTACHMENT LICENSE AGREEMENT
FOR DISTRIBUTION POLES**

BETWEEN

FLORIDA PUBLIC UTILITIES COMPANY

AND



EFFECTIVE: JANUARY 1, 2016

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POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES

PREAMBLE

Florida Public Utilities Company, a corporation organized under the laws of the State of Florida, (hereinafter called the "Owner"), and [REDACTED] a corporation organized under the laws of the State of Delaware, (hereinafter called the "Licensee"), desiring to cooperate in the joint use of Owner's poles, erected or to be erected within the areas in which both parties render service in the State of Florida, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs and consistent with the terms of this Agreement, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows, effective January 1, 2016 ("Effective Date"):

ARTICLE 1 - SCOPE OF AGREEMENT

- A. This Agreement shall be in effect in the areas in which both of the parties render service in the State of Florida, and shall cover all distribution poles now existing or hereafter erected in the above territories when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.
- B. Owner reserves the right for good cause to exclude from joint use any of its facilities for reasons of safety, reliability, capacity, generally applicable engineering standards, or any uncured Licensee Default for which the Licensee has been noticed as provided for in Article 12, Defaults. Owner may also exclude from joint use any of its facilities that occupy rights-of-way or easements for which Licensee is unable to obtain easements, rights of way or other necessary privileges. Exclusion for capacity includes exclusion of Licensee from any space previously reserved by Owner, in good faith, for any purpose the Owner may have to use the reserved space. Reserved space shall be noticed in writing to Licensee any time after application through the Appendix A process by Licensee and prior to properly applied attachments are installed.

ARTICLE 2 - EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

- A. "Actual Inventory" is defined in Article 11.A, Adjustment Payments.
- B. "Adjustment Payment" is the annual rental rate paid by the Licensee to the Owner for Attachments to Poles as provided for in Article 11, Adjustment Payments, of this Agreement.
- C. "Anchor" is a facility consisting of an assembly rod secured to a fixed object or plate designed to resist the pull of a guy strand or strands.
- D. "Application" is the process used by the Licensee to receive Owner's permission to install initial facilities to Owner's poles and to add additional facilities, including Over-lashing of existing facilities, to modify mechanical loading of Owner's poles, or to otherwise alter the clearances of and/or separation between facilities attached to or in between Owner's poles.

The form used for the Application process is identified as Appendix A and is included as a part of this Agreement.

- E. "Attachment" is any wire, line or apparatus attached to a Pole owned by Owner, including, but not limited to, cables, service drops, power supplies, amplifiers, pedestals, bonding wires, Over-Lashings (defined below), guy wires and anchors that are required to support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12") either above or below (but not both) the bolted Attachment. Any apparatus or facilities, except cable risers, pedestals, bonding wires and power supplies associated with other aerial Attachments, located fully or partly outside this vertical space shall constitute an additional Attachment or Attachments. Each thru-bolt type Attachment where the Pole is drilled and bolted to support cable and messenger will count as a separate Attachment without respect to separation from an additional Attachment. Where only one bolted Attachment is affixed to the Owner's Pole, and Service Wires installed on "J-hooks" are located within a space consisting of a total of twelve inches (12") either above or below (but not both) of the bolted Attachment, such locations shall be counted as a single Attachment.
- F. "Contact Person" is defined in Article 18.A and 18B, Notices.
- G. "Cost in Place" is the cost of the bare pole, labor to install the pole and associated overheads, including engineering.
- H. "Effective Date" is defined in the Preamble.
- I. "Force Majeure" shall mean an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers and adversely affects the performance by that Party of its obligations under or pursuant to this Agreement. Such events or circumstances may include, but are not limited to: actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, terrorism, blockades, embargoes, sabotage (including, but not limited to, arson and vandalism), epidemics, explosions and fires, hurricanes, floods, strikes, lockouts or other labor disputes (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement).
- J. "Initial Inventory" is an inventory of Licensee's Attachments completed within one (1) year of the Effective Date of this Agreement, which will confirm the total number of Licensee's Attachments, a summary of obvious non-conforming Attachments and any pending Licensee Transfers to Owner poles. Results of the Initial Inventory shall serve as the Actual Inventory until a subsequent Actual Inventory is completed.
- K. "Initial Safety Inspection" is a survey of the Licensees Attachments to Owner poles to identify and remediate non-conforming Attachments (e.g. NESC violations) on Owner poles.
- L. "Joint Pole" is a pole for which joint use is established or continued pursuant to the terms of this Agreement.
- M. "Joint User" is a person or entity that is currently occupying or reserving space on Owner's Poles, and may attach to a Pole or anchor owned by Owner in return for granting Owner equivalent rights of Attachment or occupancy to poles and/or anchors, which the Joint User owns.

- N. "Licensee" is the party having the right under this Agreement to make and maintain Attachments on an Owner Joint Pole and defined in the Preamble.
- O. "License Transfer Date" is defined in Article 7.F, Maintenance of Poles and Attachments.
- P. "Make-ready" is all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed Attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto. Similar work required after the initial attachment to a pole solely resulting from the existence of Licensee's Attachments shall be referred to herein as "additional make-ready".
- Q. "Make Ready Costs" means all costs necessary for Owner, and other existing parties on the pole, to prepare its Poles for Licensee's new, additional or modified Attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering may include design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among Make Ready Costs are the costs of installing or changing out primary Poles, secondary Poles and Drop/Lift Poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as outlined in this Agreement. Owner Make Ready Costs shall be verifiably comparable to the cost Owner pays for similar Make-ready work to its own facilities. Make Ready Costs do not include any costs associated with correcting violations of the Owner, or others attached to Owner's Pole, that exist at the time that Licensee submits an Application.
- R. "Make Ready Estimate" means the estimate prepared by Owner for all Make Ready Work that may be required by Owner to accommodate Attachment/Attachments by Licensee.
- S. "NESC" is defined in Article 3, Specifications.
- T. "Non-guyed Service Drop" is a Service Drop that requires no guys under standard industry design practices or the applicable specifications of Article 3, Specifications. (If, atypically, a wire used to connect to a customer's location were to require guying under the Licensee's design standards or the applicable specifications of Article 3, Specifications, then it would be a guyed Service Drop.) Non-guyed Service Drops are subject to all provisions of this Agreement, including rental and the provisions of Article 3, Specifications. Non-guyed Service Drops are subject to the application process set forth at Article 4.L, Establishing Attachments to Poles.
- U. "Obstructing Third-Party Transfers" means third-party attachments, not owned or operated by the Licensee that must be first transferred, with the duty to first transfer arising either under law or contract, before Licensee has to transfer its attachments. Obstructing Third-Party Transfers apply only in situations involving transfer from Owner's old Pole to a different location.
- V. "Old Attachment Agreement" is defined in Article 21, Existing Contracts.
- W. "Outside Party" is defined in Article 13.A, Rights of Other Parties.
- X. "Overlashing" means affixing an additional cable or wire owned and operated by Licensee to a cable or wire owned and operated by Licensee already attached to a Pole. Any Overlashing by Licensee is subject to the notice provisions set forth in Article 4.K,

Establishing Attachments to Poles as well as other applicable provisions of this Agreement. Notwithstanding the above, Licensee's Overlashing shall not be subject to a separate annual Attachment rental fee. Licensee shall not allow third party Overlashing without Owner's prior approval.

- Y. "Owner" is defined in the Preamble.
- Z. "Owner Actual Costs" is defined as all costs including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, transportation, contractor's fees when used in lieu of Owner labor, and tree trimming costs. Owner Actual Costs shall be verifiably comparable to the cost Owner pays for similar work to its own facilities. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements.
- AA. "Owner Rules and Practices for Attachments" means the general plan established for the orderly use of Poles by Owner and multiple parties and is attached to this Agreement as Appendix R.
- BB. "Pole" or "Distribution Pole" is a wooden, concrete or steel structure owned by Owner, and normally used by Owner, to support distribution lines and related facilities of Owner, including drop and lift Poles. In the event the Owner installs a Pole larger than is initially required for Owner's and Licensee's use in anticipation of Owner's future requirements or additions, the additional space provided by Owner shall be reserved for Owner's sole use.
- CC. "Pole Attachment Rental Fee" means the annual amount per Attachment that Licensee must pay to Owner pursuant to this Agreement in order to affix each Attachment to Owner's Poles.
- DD. "Rearrangement" is the moving of Attachments from one position to another on the same Pole.
- EE. "Referee" is defined in Article 19,B, Resolution of Disputes.
- FF. "Transfer" is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another.
- GG. "Unauthorized Attachment" means any affixation of any Licensee Attachment of any nature to any property of Owner, including Distribution Poles, which has not been previously authorized by Owner or authorized as required by this Agreement. Unauthorized Attachment may include, without limitation, any Attachment affixed to Owner's Poles without permission from Owner as provided for in Article 9, Unauthorized Attachments, of this Agreement. Over-lashing of existing facilities without the proper Overlashing Notice to the Owner shall also be considered an Unauthorized Attachment.
- HH. "Unauthorized Attachment Fee" means the fee to be paid by Licensee for each Unauthorized Attachment.

ARTICLE 3 - SPECIFICATIONS

Except as otherwise provided in Article 7.1, Maintenance of Poles and Attachments, referring to construction that has not yet been brought into conformity with the specifications mentioned herein, the use of the Poles covered by this Agreement shall at all times be in conformity with all

applicable (1) requirements of the National Electrical Safety Code and subsequent revisions thereof (“NESC”); (2) the Specifications found in Appendix R which is incorporated into and made a part of this Agreement and subsequent revisions thereof, (3) and all applicable laws, ordinances, rules, and regulations, including such industry construction specification manuals, guidelines, and best practices as may be applicable to Licensee’s Attachments. Where there is a disagreement between the above referenced Specifications, the more stringent shall apply. It is understood by both parties that the requirements of the NESC are minimum requirements. Certain requirements of the Owner that exceed or supplement the NESC are identified in Appendix R to this Agreement. Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the NESC and Appendix R, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of Poles, which acceptance shall not be unreasonably withheld.

ARTICLE 4 - ESTABLISHING ATTACHMENTS TO POLES

- A. Application. - Before Licensee shall make use of the Owner Poles under this Agreement, Licensee must submit a completed Application for the desired Attachment to Owner. Every Application must be accompanied by a fee of \$150.00 (“Application Fee”). Owner may refuse to consider any Application which is not accompanied by an Application Fee. Owner may treat multiple Applications from Licensee as a single Application when the Applications are made within 30 days of each other. Owner will negotiate in good faith the timing of all Applications larger than the lesser of 3000 poles or 5.0% of Owner’s poles located in the State of Florida.
- B. Survey. - For an Application to make Attachments up to the lesser of 300 Poles or 0.5% of Owner’s Poles located in the State of Florida, Owner will provide a written response to each completed Application within 45 days of Owner’s receipt of the Application. Owner may extend the Survey Timeline by 15 days for a Large Attachment Order. Licensee will provide an affirmative response to Owner that it has received the approved Application. If Owner has completed a Survey of the relevant Owner Facilities, Owner’s response may be considered notice that Owner has completed such a Survey.
- C. Estimate. - Unless the Application has been denied, Owner will present Licensee an estimate of charges to perform all necessary Make-Ready Work within fourteen (14) days of providing notice as required by Section 4.B. above.
- D. Acceptance. - Licensee shall accept and make payment within fourteen days after receipt of a valid estimate. Owner may withdraw any outstanding estimate which acceptance and payment has not been received fourteen (14) days after the estimate has been presented.
- E. Make-Ready. - Upon receipt of payment from Licensee for the estimated Make Ready cost, Owner will immediately give notice to all known Existing Attachers and Joint Users, if any, that contains the following information (“Communications Space Notice”): (a) where and what Make Ready Work will be performed; (b) a date for completion of Make Ready work that is no later than 60 days after such notice is sent (or 105 days in the case of a Large Attachment Order); (c) advise that any Existing Attacher may modify its attachment consistent with the specified Make Ready work before the date set for completion; (d) advise

that Owner may assert a right to 15 additional days to complete Make Ready work; (e) advise that if any Make Ready Work is not completed by the completion date set by Owner (or 15 days later if Owner has asserted its 15 day right to complete Make Ready work, as set forth in Article 4.G), Licensee may itself complete the specified Make Ready work; and (f) the name, telephone number and email address of a person to contact for more information about the Make Ready work procedure.

- F. Owner may deviate from the timelines for Make Ready work performance if during the performance of Make Ready work good and sufficient cause exists that renders it infeasible proscripted timelines for a period of no longer than necessary, and will resume Make Ready work performance without discrimination when Owner returns to routine operations.
- G. If Make Ready work is not completed by Existing Attachments by the dates specified in the Communications Space Notice, Owner, prior to the expiration of the period in which Make Ready work was to be completed, may notify Licensee that it intends to exercise its right to complete all remaining Make Ready work itself within an additional 15 days, and if the Make Ready work remains unfinished at the end of the 15 day extension, Licensee may assume control of the Make Ready work, using Approved Contractors pursuant to Article 4.H.
- H. Approved Contractors for Survey and Make-Ready Work.
 - 1. Owner will create and keep up-to-date a reasonably sufficient list of Approved Contractors, and will make the list available to Licensee.
 - 2. For any Application requesting Attachments for which Owner did not timely respond as required in Article 4.B., Licensee may hire an Approved Contractor to complete the Survey.
 - 3. For any Application requesting Attachments for which Make Ready work is required, and such Make Ready work is not completed by the timelines set forth in Article 4.E and 4.F, Licensee may hire an Approved Contractor to complete the Make Ready work: (a) immediately, if Owner has not notified Licensee that it is asserting its right to perform the remaining Make Ready work and that it will do so; or (b) after 15 days has passed, if Owner has asserted its right to perform Make Ready work by the date specific in the Communications Space Notice, and has failed to complete such Make Ready work.
 - 4. If Licensee hires an Approved Contractor pursuant to Articles 4.H.2 and 4.H.3, Licensee will provide Owner with a reasonable opportunity for Owner to accompany Approved Contractor while it performs the work, and to consult with both the Approved Contractor and Licensee regarding the work.
 - 5. Licensee is liable for the work, acts or omissions of the Approved Contractors it hires and for all payment owed to such Approved Contractors. Licensee will indemnify, hold harmless and defend each Owner Indemnitee from and against any Damages for a claim by an Approved Contractor hired by Licensee against an Owner Indemnitee arising from or related to the Approved Contractor performing work on Licensee's behalf, the work itself or Licensee's failure to pay money it owes to the Approved Contractor.
 - 6. For all other work Licensee is to perform under this Agreement, Licensee may enter into an agreement with an Approved Contractor to perform such work on Licensee's behalf, including work relating to Attachments: Transferring, Rearranging and removing

Attachments. Licensee is liable for the work, acts or omissions of the Approved Contractors it hires, and for all payment owed to such Approved Contractors. Licensee will indemnify, hold harmless and defend each Owner Indemnitee from and against any Damages for a claim by an Approved Contractor hired by Licensee against an Owner Indemnitee arising from or related to the Approved Contractor performing work on Licensee's behalf, the work itself or Licensee's failure to pay money it owes to the Approved Contractor.

- I. Completion of Make Ready Work. - Once all required Make Ready Work has been completed, the party completing the same will notify the other party of the completion. If Owner performed the Make Ready work, its notice of completion will be accompanied by an invoice for all final Make Ready Costs, the same being due and payable within 30 days of the date of the invoice. Owner will issue the approved Application for the Attachment upon receipt of payment for the Make Ready Costs or, if applicable, upon receipt of completion notice from Licensee. Licensee will neither make an Attachment nor begin work at Owner Facilities in furtherance of an Attachment until it has paid the Make Ready Cost, been notified by Owner that all Make Ready work has been completed or, if applicable, notified Owner that it has completed all Make Ready work, and has received approval of the relevant Application.
- J. When Licensee has pre-paid for Make Ready work, and subsequently hired an Approved Contractor to complete work not timely completed by Owner, then Licensee shall be entitled to a refund from the Owner or a credit to the Licensee for that portion of work completed by the Approved contractor.
- K. Attachment Completion and Identification of Attachment.
 1. Licensee must complete its Attachment within 120 days of its receipt of an Owner-approved Application. Within 15 days after completion of the Attachment, Licensee will give written notice to Owner that it has completed its Attachment. If Licensee does not complete its Attachment within the 120 day period, the License granted for the Attachment will be automatically revoked upon the expiration of the 120 day period. Licensee is not entitled to a refund of any Application Fee, Make Ready Survey Charge or Make Ready Costs it previously paid for the incomplete Attachment.
 2. Each Attachment must have a tag or similar item affixed to it that clearly and conspicuously identifies Licensee as the owner of the Attachment, and be done in a manner that allows Owner or its agents to readily identify from the ground that the Attachment belongs to Licensee.
- L. Overlapping.
 1. When Licensee intends to engage in Overlapping or to allow third party Overlapping, Licensee must give Owner at least 5 days' notice ("Overlapping Notice") using the form attached to this Agreement as Exhibit A. In limited circumstances, in which service requirements of Licensee make it impossible to provide the Overlapping Notice, Licensee shall provide notification of such overlapping as soon as possible thereafter, and in any and every instance within 15 days after the Overlapping has been completed, along with a statement as to the reason Overlapping Notice could not be provided.

2. Each instance of Overlashing and the equipment or facilities that are themselves overlashed to the Attachment must meet the Specifications listed in Article 7, must be used for the use that the overlashed Attachment itself is licensed for, and must otherwise be used in accordance with the applicable requirements of this Agreement.
 3. If Licensee does not comply with any of the requirements of Section 5.K.2 or fails to give Overlashing Notice, Owner may treat the associated Attachments as Noncompliant Attachments subject to the provisions of Article 8.I.
 4. Within 15 days after Overlashing has been completed, Licensee shall submit to Owner post construction notification, which shall include the location of the structure that was overlashed; identification of any Make Ready or additional make ready work; or otherwise certify that the poles affected by the Overlashing are within loading specifications and meet all governing specifications and shall provide all necessary and appropriate documentation.
 5. Owner may, within 15 days of post construction notification, conduct an inspection of the affected poles at the Licensee's expense. The inspection may include loading analysis of the poles, if Owner deems necessary, in order to verify compliance with NESC and other applicable governing attachment standards. Owner will notify Licensee in the event it intends to conduct such an inspection and shall allow Licensee to participate in the inspection process.
 6. In the event that Owner determines that Licensee's Overlashing has resulted in any affected pole exceeding any applicable pole loading standards, Owner shall provide a Make Ready Estimate to the Licensee. The Parties agree to engage in good faith discussions to avoid unnecessary or excessive Make Ready Costs. In any event, Licensee shall be responsible for payment of reasonable Make Ready Costs necessary to bring poles affected by Licensee's Overlashing into compliance with the NESC and applicable loading specifications.
- M. Non Guyed Service Drops. - Licensee may attach a Non Guyed Service Drop to a Pole prior to submitting an Application for the Non Guyed Service Drop, provided the attachment of the Non Guyed Service Drop is made in accordance with the Specifications, and that Licensee submits an Application for the Non Guyed Service Drop within 30 days after its attachment. Any Non-guyed Service Drop that is placed by the Licensee on an Owner Pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement. The placement of Non-guyed Service Drops shall not alone create an absolute right to the space occupied by the Licensee.
- N. Vertical Unused Space. - Licensee, without following the Appendix A procedure, may utilize vertical unused space below its Attachment as defined in Article 2, Explanation of Terms, for terminals, risers, power supplies or other vertical Attachments if the existing Attachment on such Pole is authorized, such use does not interfere with the Owner's operations or the operations of other Licensees or Joint Users presently attached to the Pole, and such use complies with the terms of this Agreement (including the provisions of Article 3, Specifications). Any such Attachment and Pole will be subject to all other provisions of this Agreement.

- O. Initial Post-Attachment Inspection. - Owner may, in its sole discretion, perform an inspection of each Attachment after its initial completion to see if it is in compliance with the Specifications listed in Article 7 ("Initial Post-Attachment Inspection"). Owner must perform any Initial Post-Attachment Inspection within 90 Days of receipt of Licensee's Completion Notice for the Attachment. If Owner decides to conduct an Initial Post-Attachment Inspection, Owner will: (a) notify Licensee of that decision; (b) give Licensee or its representative the opportunity to be present for the Initial Post-Attachment Inspection; and (c) invoice Licensee for the Owner's inspection costs ("Initial Post-Attachment Inspection Fee"). Licensee will pay the Initial Post-Attachment Inspection Fee within 30 Days of the invoice date. If the Initial Post-Attachment Inspection reveals that an initial Attachment is a Noncompliant Attachment, the Noncompliant Attachment will then be subject to the Noncompliant Attachment provisions of Article 8.I.
- P. Non-interference. - Licensee will place and maintain its Attachments at its own expense and in such a manner so as to not interfere with work being performed by or service being provided by Owner, Joint Owners or Existing Attachments.
- Q. An Appendix A that contains only removal of Attachments is not subject to any fees.
- R. Both Licensee and Owner shall place, Transfer and rearrange its own Attachments, and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. On existing Poles, each party will perform any tree trimming or cutting necessary for their initial or additional Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other party.
- S. The cost of making Attachments on existing Poles as provided herein, including the making of any necessary Pole replacements, shall be borne by the parties hereto in the manner provided in Article 8, Division of Costs.
- T. Licensee's Attachment shall automatically be continued under the terms of this Agreement if any one of the following circumstances applies:
1. Licensee's Attachment was licensed under the terms of a prior Pole Attachment agreement; or
 2. Licensee had Attachments on the Pole—either licensed or unlicensed—as of the Effective Date.
- U. This Agreement may be used by the Licensee to install "wireless" equipment facilities to Owner Poles, so long as the equipment does not exceed Licensee's one-foot of space and does not interfere with the facilities of Owner or other Licensees attached to Owner's Poles.
- V. Except as provided for in Articles 12, Defaults, and 20, Term of Agreement, the Licensee shall have the right to Transfer its Attachments from an existing Pole to a new Pole installed as part of a road widening project and to continue joint use on such Pole. If the Licensee is materially breaching this Agreement or acting in bad faith or failing to cooperate or communicate as provided in this Agreement, the Owner may terminate the Licensee's rights under this Article 4.I, consistent with Article 12, Defaults. Furthermore, after any termination of the right to make Attachments to additional Poles, the Owner may terminate the

Licensee's rights under this Article 4.I if three (3) or more Unauthorized Attachments (as defined in Article 9, Unauthorized Attachments) are found within any twelve (12) month period. The Owner may reinstate the Licensee's rights under this Article 4.I if the Owner deems it appropriate.

- W. In an emergency, Owner may rearrange or temporarily remove Licensee's facilities attached to a utility pole and/or anchor.
- X. Temporary Attachments shall be allowed on Owner's poles for a maximum of 90 days for purposes of rebuilds, unless such attachments result in a violation of the NESC or otherwise create a hazardous condition.
- Y. Upon written notice from Owner, Licensee shall promptly rearrange and/or transfer its Attachments and/or Anchors as required by Owner to permit Owner to perform any routine maintenance, including replacement of worn or defective poles, guys, anchors, or appurtenances. Costs shall be borne by the parties hereto in the manner provided in Article 8, Division of Costs.
- Z. When additional Make Ready work is required as a result of circumstances beyond either Parties' control, including but not limited to storms, vehicular accidents, or public works projects, Licensee shall be responsible for the timely repairing, relocating, or replacing of its own facilities.

ARTICLE 5 - PLACEMENT OF NEW POLES

- A. Whenever Owner requires new Pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing Pole line, or in connection with the reconstruction of an existing Pole line, it will normally notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new Poles and the character of circuits it intends to use thereon and indicating whether or not such Pole facilities will be, in the estimation of the Owner, suitable for Licensee's Attachment. In case of emergency, the Licensee will preliminarily respond verbally on an expedited basis describe its planned initial Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee will submit an Appendix A, as such may be required by Article 4, Establishing Attachments to Poles, above; however, Licensee shall not be subject to Application or inspection fees for such Appendix A. Should the Licensee fail to submit an Appendix A within fifteen (15) business days, and subsequently wishes to attach to new Pole facilities, Licensee must submit an Appendix A in accordance with Article 4, Establishing Attachments to Poles, including the payment of all applicable Application fees, inspection fees and Make Ready Costs.
- B. Each party shall place its own Attachments on the new Joint Poles and place guys and anchors prior to tensioning strand to sustain unbalanced loads caused by its Attachments. Owner shall provide its normal initial right-of-way clearance on each side of the center line to the extent practicable, all right-of-way in excess of the normal swath to be borne by the party requiring the additional width. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE 6 - RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

While the Owner and Licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on Joint Poles, the Owner does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the Owner's Poles, no liability on account thereof shall attach to the owner of the Poles.

ARTICLE 7 - MAINTENANCE OF POLES AND ATTACHMENTS

- A. The Owner shall maintain all Joint Poles in a safe and serviceable condition and in accordance with the Specifications mentioned in Article 3, Specifications, and shall replace, reinforce or repair such of these Poles as become defective. Licensee acknowledges that Poles and related items carry hazardous voltages, deteriorate over time, and may contain various hazardous chemicals or properties. Licensee shall instruct and equip its personnel, including its employees, contractors and other agents, of the hazards associated with working on Owner's Poles and Licensee will provide necessary training and equipment for its representatives to safely execute their work on Owner's Poles. Licensee shall, prior to working on a Pole that contains non-compliant or unsafe conditions, promptly notify Owner of any existing substandard condition (either physical, mechanical or electrical, etc.), that jeopardizes either the general public or workman safety and Owner will cause the existing condition to be promptly corrected. Licensee's workmen will not subject themselves or others to an unsafe condition. Licensee shall become familiar with the terms of the appropriate material safety data sheet and comply with such terms and all directions contained therein or otherwise required by state and federal law regarding the maintenance, replacement, and/or disposal of the Pole. Owner does not warrant, guarantee, or imply that any Pole abandoned by Owner possesses sufficient mechanical strength as required by or for any use of Licensee.
- B. When replacing a Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new Pole shall be set in the same hole which the replaced Pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement Poles where risers (dips) are installed should be set as close as possible to the existing Pole. The Owner will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed Pole. Reasonable effort will be made to coordinate locations of risers and Non-guyed Service Drops with the locations of the power facilities serving the customer.
- C. Except during restoration efforts after natural disasters, such as hurricanes, ice storms, etc., whenever it is necessary to replace or relocate a Joint Pole, the Owner shall, before making such replacement or relocation give reasonable notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated Pole. On highway relocation projects, the schedule for Transfers shall be consistent with the "utility adjustment schedule" and any subsequent revisions.

1. An alternate method of notification (as opposed to the above described written method of notification) may be used when mutually agreed upon by both parties. The electronic notification system of Pole Transfer request, provided by the National Joint Utilities Notification System ("NJUNS"), may be used as the notification required by this article. As a prerequisite for use of this system, both parties shall have and properly utilize the necessary electronic equipment and correct NJUNS member codes as provided by each party to the other and as required by NJUNS for this system and mutually agree to its use as a substitute for the written notice of Transfers required under this Article 7, Section C.
- D. Transfer of Licensee's Attachments by the Owner - In any case where it is mutually beneficial and agreeable by both parties, the Owner or its Contractors may Transfer the Attachments of the Licensee and the Licensee will reimburse the Owner such costs the Owner incurs in making such Transfers on behalf of the Licensee. When the Transfer can be accomplished concurrently with other work that the Owner is undertaking on the same Pole, the charges for such Transfers will be in accordance with pricing detailed in Article 7.D.4, or such other amounts as may be agreed to by the parties. The Owner will use due diligence and care in making such Transfers so as not to damage or cause a disruption in the services provided by the Licensee. However, except in cases of gross negligence or willful misconduct, the Owner shall not be liable for any damages or disruptions in service that may occur as a result of Transfers made in behalf of the Licensee.
1. **Normally Scheduled Construction** - Approval for such Transfers made by the Owner on behalf of the Licensee during normally scheduled construction shall be obtained prior to making such Transfers and will be made on a project by project basis unless otherwise agreed upon.
 2. **Emergency Construction** - In such cases, in the judgment of Owner, a Pole requires immediate replacement due to a dangerous condition or conditions, the Owner or its contractors will replace the Pole and may Transfer the Licensee's Attachments without prior permission. The Owner shall use reasonable care to avoid damage to Licensee's facilities and shall notify the Licensee of such Transfer after work is completed.
 3. **Facility Types To Be Transferred** - The Owner or its contractors will only Transfer Attachments which require a bolt, clamp, or "J" hook either installed through the Pole or otherwise attached. All service wire Attachments to a single "J" hook shall be Transferred at the rate stated below. The hardware on the old Pole will be used to attach to the new Pole. The Owner or its contractors shall not supply any additional material in making Transfers of Licensee's Attachments.
 4. **Pricing for Transfers** - When the Owner Transfers the Attachments of the Licensee in accordance with the above provisions, the price per Attachment Transferred will be as detailed below. The pricing for Transfers shall be effective with the execution of this Agreement and will continue for 2015. The costs in subsequent years shall be adjusted in accordance with the Handy Whitman Index, South Atlantic Region, Account 364. Multiple Attachment Transfers on a Pole will be billed on a per Attachment basis, not on a per Pole basis.

Costs to Transfer Licensee's Attachments Concurrently with Other Work by Owner

Duration	Cable Attachments	Service Drop
Contract start date to December 31, 2015	██████	██████

5. Should (i) the Owner elect not to Transfer Licensee's facilities under the above terms, and; (ii) Licensee fails to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments ("Licensee Transfer Date") and Obstructing Third-Party Transfers and Owner Transfers have been accomplished, the Owner may elect to relinquish the ownership of the old Pole from which it has removed its Attachments and other Licensees and Joint Users, at any time, to the next responsible attaching party that has failed to Transfer its Attachments within the Licensee Transfer Date, by giving of verbal notice, when reasonable, to the party to which transfer of ownership is intended to apply, and, always with written notice to confirm transfer of ownership to all interested parties then on the old pole. Verbal notice shall be sufficient for purposes of proof of ownership, transfer of rights, and timing of notice noted herein, if provided, else written notice shall guide. If the Owner so elects, such old Pole shall, with the giving of ten (10) business days' notice, verbal or written as the case may be, as provided for above, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless the Owner from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such Pole or of any Attachments thereon. In instances where the Owner is the owner of such Pole, the unused portion of the Pole above the Licensee's Attachments shall be cut off and removed by the Owner before relinquishing ownership, if the Pole remains in structural conflict with the power route.

6. Should the Owner elect not to Transfer Licensee's facilities under the above terms, and should the Licensee fail to Transfer its Attachments to the new Joint Pole after the date specified for such Transfer of Attachments ("Licensee Holding Over"), that being the later of the date specified for such Transfer of Attachments ("Licensee Transfer Date") and after all Obstructing Third-Party Transfers and Owner responsible Transfers have been accomplished, and the Owner does not elect to relinquish the ownership of the old Pole from which it has removed its Attachments as stated herein, the parties will have the following rights, in addition to any other rights and remedies available under this Agreement including rent for the additional months the Licensee remains on the Owner's old Pole: The Licensee shall also pay the Owner the following amounts until the Licensee has Transferred its Attachments and notified the Owner in writing or through NJUNS that the Transfer has been accomplished: (a) ██████ per Pole per month beginning with the 61st day after the Licensee Transfer Date and through and including the 240th day after the Licensee Transfer Date, (b) ██████ per Pole per month (instead of ██████) beginning with the 241st day after the Licensee Transfer Date. In addition, the cost incurred by the Owner to return to the job site and remove the old Pole will be paid equally by any and all Licensees Holding Over, having held over at any point during the transfer process noted in this section. Notwithstanding the above, Licensee shall not be subject to penalties or the cost of removal where Owner has not used the correct NJUNS member code, as provided by the Licensee to notify Licensee of the clearance to Transfer

Attachments. In cases of Transfer requests with incorrect NJUNS member codes, the Licensee shall make reasonable efforts to route to the appropriate party. In the event the Licensee notifies the Owner that the Transfer has been accomplished and the Owner returns to the job site to remove the old Pole and discovers that the Transfer has not been made, then the Licensee will pay the Owner's cost of the trip to and from the job site. *The intent of this paragraph is to ensure timely Transfers and minimize situations of two (2) or more Poles needlessly remaining at the same location for extended periods of time.* The aforementioned provisions of this paragraph will only apply when Poles are installed in a manner consistent with Article 7.B.

- a. Transfer penalties shall not apply during the first six (6) months after the Effective Date of this agreement for outstanding Transfers for which Licensee has received appropriate notice prior to the Effective Date. Transfers identified during the Initial Inventory shall not be subject to the penalties above for the first six (6) months after notice to the Licensee.
- E. Each party shall at all times maintain all of its Attachments in accordance with the Specifications mentioned in Article 3, Specifications, and shall keep them in safe condition and in thorough repair. Licensee's Attachments shall be identified consistent with the Owner's requirements. Attachments previously in place on Owner's Poles shall be so identified by Licensee as regular or emergency work occurs or at the next system rebuild opportunity, but not later than five (5) years from the Effective Date of this Agreement. Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. After the fifth year should Owner encounter any of Licensee's Attachments without permanent identification markers, Owner may notify Licensee provided that Owner can identify the Attachments as belonging to Licensee. If the markers are not placed within sixty (60) days of such notice, then Owner may install the necessary markers, and Licensee shall reimburse Owner for the cost of such work.
- F. Each party shall be responsible for right-of-way maintenance for its own facilities at its own expense.
- G. Any existing joint use construction of the parties hereto which does not conform to the Specifications mentioned in Article 3, Specifications, shall be brought into conformity therewith as soon as practicable. When such existing construction shall have been brought into conformity with said Specification, it shall at all times thereafter be maintained as provided in Sections A and G of this Article.
- H. The cost of maintaining Poles and Attachments and of bringing existing joint use construction into conformity with said Specifications shall be borne by the parties hereto in the manner provided in this Agreement.
- I. Owner shall have the right to require the Licensee, within one hundred twenty (120) days after the Licensee Transfer Date (as defined in Article 7.E), either (a) to Transfer its Attachments from an existing Pole to a new Pole that is erected to carry the same or a similar service or Attachments that are on the existing Pole, or (b) to remove its Attachments from the existing Pole and terminate joint use as to the existing Pole, and the choice of option (a) or (b) will be the Licensee's. Or, if neither the Owner nor the Licensee desires a Transfer, the Owner may elect to abandon the existing Pole to the Licensee as provided in Article 10,

Abandonment of Joint Use Poles. In the case of any such Transfer, the costs of transferring the Licensee's Attachments will be paid by the Licensee.

ARTICLE 8 - DIVISION OF COSTS

- A. NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST. If joint use is established pursuant to Article 5.A, Placement of New Poles, above, the cost of erecting new Joint Poles coming under this Agreement, to construct new Pole lines, or to make extensions to existing Pole lines shall be borne by the parties as set forth in this Article 8.A. Poles installed to accommodate a road improvement project shall be administered in a manner consistent with this Article 8, Section A. If joint use is not established pursuant to Article 5.A, Placement of New Poles, above, the provisions of Article 8.J below will control.
1. In the case of a Pole larger than that required by the Owner, Licensee and the Joint User, the extra height or strength of which is due solely to the Licensee's requirements (such Poles in excess of 40', Poles carrying primary voltages, or 30' Poles carrying only "secondary" voltages or span guys), the Owner shall pay all costs associated with the construction of a Pole satisfactory for the Owner and Joint User's needs (and the Licensee shall pay to the Owner the remaining costs of erecting the Pole larger than that required by the Owner and the Joint User. If in connection with the construction of a Pole the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such Pole even if the Pole does not at that time become a Joint Pole; provided, however, if the Licensee does not attach to the Pole within one (1) year from the date the Pole was set, then the Licensee shall no longer be entitled to attach on such Pole.
 2. In the case of a larger Pole, the extra height or strength of which is due to the requirements for additional space or the requirements for proper ground clearance or of public authorities or of property owners, necessary for all parties (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such Pole and the Cost in Place of a Pole solely satisfactory for the Owner shall be shared equally by the Licensee, any Joint User and the Owner, the rest of the cost of erecting such Pole to be borne by the Owner.
 3. A Pole, including all appurtenances or fixtures, erected between Poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the Owner and the Licensee, which it would have been unnecessary to erect if joint use had not been undertaken, shall be erected at the sole expense of the Licensee, or in the case on multiple Licensees and Joint Users on the Joint Pole, the cost shall be equally divided among all Licensees or Joint Users requiring the midspan Pole.
- B. PAYMENTS DO NOT AFFECT OWNERSHIP. Any payments for Poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of said Poles for which it has contributed in whole or in part.
- C. REPLACEMENT OF EXISTING JOINT POLES. Where an existing Joint Pole is replaced for reasons other than maintenance by a new one, the cost shall be divided as specified below. The replaced Pole shall be removed and retained by Owner.

1. A Pole satisfactory for the Owner's needs which can also accommodate the facilities of the Licensee shall be erected at the sole expense of the Owner. If without giving such advance notice, the Licensee places one or more Attachments on a Pole and thereby creates a violation of Article 3, Specifications, or otherwise renders the Pole unsuitable for joint use, or interferes with or causes violations of Article 3, Specifications, for the other attachers to the Pole, then the Licensee must pay the full cost of removing and replacing the Pole with a Pole of sufficient size to remedy the violation or render the Pole suitable for joint use, plus the cost of all Transfers and other work incident thereto.
 2. A Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Owner's requirements or requirements as to keeping the Owner's wires clear of trees or other obstructions shall be erected at the sole expense of the Owner. The Owner shall bear the full expense of replacing or Transferring all the Owner's Attachments and the Licensee shall bear the full expense of replacing or Transferring all the Licensee's Attachments.
 3. In the case of a Pole larger than the existing Pole, the extra height or strength of which is due wholly to the Licensee's requirements including Licensee's requirements as to keeping the Licensee's wires clear of trees or other obstructions, the Licensee shall pay to the Owner the Make-Ready Cost of the new Pole.
 4. Except as to existing contracts, in the case of a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength which is due to the requirements of both parties for additional space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole shall be shared equally by the Licensee and the Owner, the rest of the cost of erecting such Pole to be borne by the Owner. The Owner and Licensee shall replace or Transfer all Attachments at their own expense.
 5. For purposes of this Article 8.C, any Pole on which the Licensee has placed or places an Attachment shall be deemed satisfactory to the Licensee whether or not the terms of this Agreement have been satisfied.
- D. RESPONSIBILITY FOR OWN ATTACHMENTS. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.
- E. MAINTENANCE AND REPLACEMENT COSTS. The expense of maintaining Joint Poles shall be borne by the Owner thereof except that the cost of replacing Poles shall be borne by the parties hereto in the manner provided elsewhere in this Agreement.
- F. SERVICE DROPS. Where an existing Pole is replaced by a taller one to provide the necessary clearance for the Licensee's Service Drop, the Licensee shall pay to the Owner the installed cost of the new Pole plus the labor costs of replacing or Transferring of the Attachments on the existing Pole and the cost to remove the existing Pole, minus any salvage value.
- G. PAYMENT BASIS. Payments made under the provisions of this Article may be based on the estimated or actual cost as mutually agreed upon (including overhead) of making such

changes but in no event, however, shall either party be required to pay for such changes more than 120% of the estimated cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

- H. CORRECTIVE MEASURES. Subsequent to the Initial Inventory as specified in Article 11, Adjustment Payments, of this Agreement, within a reasonable time, not to exceed two (2) years after the Effective Date of this Agreement, the Owner may schedule, at its sole discretion and at a time convenient for both the Owner and the Licensee, a joint safety inspection to determine any Licensee-caused safety violations ("Initial Safety Inspection"). If the Owner and the Licensee cannot agree on a convenient schedule, the Owner may, at its sole discretion, proceed with the Initial Safety Inspection and the Licensee will be provided with the results and findings in a format to facilitate Licensee's verification of the findings. The parties will use their best efforts to involve third party attacher(s) in the Initial Safety Inspection and in the correction of existing violations, consistent with the terms of their respective agreements and at the third party attacher's expense. In the event a violation that poses an imminent danger to persons or property is discovered ("Imminent Danger Violation"), Licensee shall correct such violation immediately. Should Licensee fail to correct such violation after notice, the Owner may correct the violation and bill Licensee for the actual costs incurred. Licensee and Owner shall share equally in the Initial Safety Inspection cost, whether or not Licensee participates in such Initial Safety Inspection as discussed above. Licensee shall not be subject to any safety violation penalties pursuant to the Initial Safety Inspection provided that Licensee corrects any Non-Imminent Danger Violation discovered during the Initial Safety Inspection within eighteen (18) months of the documentation and reporting of the unsafe conditions. Notwithstanding the foregoing grace period, in the event Owner or an Outside Party prevents Licensee from correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Licensee was unable to correct the violation due to such Owner or Outside Party's action. Licensee will not be responsible for the costs associated with violations caused by others. In all circumstances, the parties will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee's Attachments, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee shall insure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on Owner Poles, will be notified of pending, un-resolved Poles requiring corrective actions, prior to activities on such Poles, and Licensee shall not allow unqualified, or improperly equipped personnel to work on such Poles.
- I. Where the Licensee has less than 2,500 customers, consideration shall be given to the scope of work identified in the Initial Safety Inspection and additional time beyond eighteen (18) months, as may be mutually agreed upon by the Licensee and the Owner, may be granted to the Licensee to address Non-Imminent Danger Violations. During any extended time period the Licensee shall demonstrate good faith efforts to continue to correct safety violations. If the Owner and the Licensee have completed a joint safety inspection within two (2) years prior to the execution date of this Agreement, the Owner may consider, at its sole discretion, extending the schedule for the Initial Safety Inspection to commence on approximately the fifth anniversary of the initiation of the most recently completed joint safety inspection. Following the Initial Safety Inspection, and not more than once every five (5) years, Owner

may perform periodic system-wide safety inspections of Licensee Attachments upon six (6) months advance written notice. Such notice shall describe the scope of the inspection and provide Licensee with an opportunity to participate. Licensee will pay a pro-rata share of the Owner's inspections costs and will incur its own costs to participate in such periodic safety inspections. The Licensee's pro-rata share of Owner's cost will be equal to the percentage of the total violations related to Licensee's Attachments as identified during the Safety Inspection unless Licensee can clearly demonstrate that they did not cause the violation. If any Attachment of the Licensee is found to be a non-Imminent Danger Violation of Article 3, Specifications, and Licensee has caused the violation, Licensee shall have sixty (60) days to correct any such violation upon written notice from Owner, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. Owner may impose a penalty in the amount of [REDACTED] dollars for any violation or non-compliant attachment caused by the Licensee that is not corrected within sixty (60) days of written notice from the Owner or within the alternative time-frame agreed to by the parties. In the event an Imminent Danger Violation is discovered, Licensee shall correct such violation immediately, and in no case in more than twenty-four (24) hours. Should Licensee fail to correct such Imminent Danger Violation within twenty-four (24) hours after notice, the Owner may correct the violation and bill Licensee for the actual costs incurred. In all circumstances, the parties will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee's Attachment, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee will not be responsible for the costs associated with violations caused by others. Licensee shall insure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on Owner Poles, will be notified of pending, un-resolved Poles requiring corrective actions, prior to activities on such Poles, and Licensee shall not allow unqualified, or improperly equipped personnel to work on such Poles.

1. If any Attachment of the Owner is found to be in violation of Article 3, Specifications, and Owner has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Owner shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole and all Transfers or other work incident thereto.
2. If there exists a violation of Article 3, Specifications, and it cannot be determined whose Attachment has caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all parties and Outside Parties whose Attachment may have caused such violation will share equally in such costs; provided, however, that if a party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in such costs. Such a modification shall not relieve a party from sharing in such costs if the party making the modification could still have been a cause of any deficiency that remains.
3. If one or more Outside Party's Attachment caused the violation, then such Outside Party shall pay the corrective costs incurred by all who have Attachments on the Pole,

including for the Licensee, Owner and any other attachees; and the Owner will make reasonable effort to cause the Outside Party to make such payment.

- J. WHEN EXISTING POLES NOT IN JOINT USE BECOME JOINT POLES. When an existing Pole not in joint use becomes a Joint Pole, the Licensee shall pay all Make-Ready Costs associated with the Licensee attaching to the Pole.
- K. MAKE-READY WHEN APPENDIX A IS NOT REQUIRED. The Owner shall not be obligated to pay Make-Ready Costs for any initial or additional Licensee Attachment for which an Appendix A is not required.

ARTICLE 9 - UNAUTHORIZED ATTACHMENTS

- A. If any Attachment made after the Initial Inventory is identified for which the Appendix A requirements (as set forth herein) have not been satisfied ("Unauthorized Attachment"), or if Licensee is found making Attachments for which an Appendix A is required after the Effective Date but prior to the Initial Inventory, then the Licensee shall pay to the Owner a sum equal to five times the current Annual Adjustment Payment per Unauthorized Attachment. In addition, the Owner, without prejudice to its other rights or remedies under this Agreement, may require the Licensee to submit within fifteen (15) business days of written notice from the Owner an Appendix A along with supporting engineering design data for each such Attachment, and upon review of such information, Owner may require the Licensee to (1) make or pay for such modifications as may be specified by mutual consent of the parties or, if the parties in good faith cannot agree, as determined by a Referee pursuant to Article 19, Resolution of Certain Disputes, to comply with applicable safety codes and the terms of this Agreement or (2) if the Licensee has placed during the past twelve (12) months Unauthorized Attachments at three (3) or more different Pole line locations or if non-approval of Appendix A is justified, Owner may declare the Licensee in Default of this Agreement and the provisions of Article 12, Defaults, shall apply. Nothing herein shall relieve the Licensee of its obligation to maintain Attachments at all times in conformity with Article 3, Specifications.
- B. No act or failure to act by the Owner with regard to said unauthorized Attachment shall be deemed as the authorization of the Attachment; and if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by the Owner of any of its rights or privileges under this Agreement, or otherwise, provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized attachment from its inception.

ARTICLE 10 - ABANDONMENT OF JOINT USE POLES

- A. If the Owner desires at any time to abandon any Joint Pole, except as provided in Article 7.C, Maintenance of Poles and Attachments, it shall give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such Pole. If at the expiration of sixty (60) days from the date of the Licensee having all necessary clearances to Transfer its Attachments and the Owner shall have no Attachments thereon, but Licensee has not removed its Attachments, such Pole shall thereupon become the property of the Licensee, as is, and the Licensee shall save harmless the Owner from all obligation,

liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon; and shall pay the Owner the then depreciated value in place of the Pole to the Owner. Owner shall further evidence transfer of title to the Pole by appropriate means. Credit shall be allowed for any payments which the Licensee may have made under the provisions of Article 8, Division of Costs, when the Pole was originally set, provided the Licensee furnished proof of such payment.

- B. The Licensee may at any time abandon the use of a Joint Pole by removing any and all Attachments it may have thereon and by giving written notice thereof.

ARTICLE 11 - ADJUSTMENT PAYMENTS

- A. The Initial Inventory shall commence within one year of the Effective Date of the Agreement. Additionally, not more often than once every five (5) years, unless otherwise mutually agreed by the parties, subsequent inventories of Attachments shall be made by representatives of the parties to determine the number of Licensee's Attachments to Owner Poles. Owner shall provide six (6) months advance written notice of any such inventory describing the scope of the Actual Inventory so that Licensee may plan and budget for such Actual Inventory. The results of the Initial Survey shall serve as the Actual Survey until a subsequent Actual Survey is completed.
- B. Unless prevented by the provisions of a third party agreement, Actual Inventories shall include all Outside Parties attached to Owner's Poles. Where multiple Outside Parties are included in the inventory, all participating Outside Parties shall incur a prorated share of the cost of making the Actual Inventory. For a year in which there is no Actual Inventory, the number of Licensee's Attachments used in calculating the Adjustment Payments shall be based on the number of new Licensee Attachments which Licensee has placed during the year, in addition to the number of Licensee Attachments for which Licensee was charged Adjustment Payments in the previous year, less any removals reported by Licensee. Licensee shall also be invoiced for the rent due for the prior year's "initial Attachments" under an Appendix A as a one-time charge.
- C. For a year for which there is an Actual Inventory, the Adjustment Payments provided for herein shall be based on the Actual Inventory; but there shall also be the adjustment provided for in the next section.
- D. For a year for which there is an Actual Inventory, the following adjustment shall be made:
 - 1. The difference between the number of Licensee Attachments found by the Actual Inventory for the year in question and the number of Attachments for which Licensee was most recently invoiced for Adjustment Payments, shall be prorated evenly based on the assumption that such Licensee Attachments were added evenly over the period since the last Actual Inventory, and shall constitute an additional amount owed by the Licensee to the Owner, plus all applicable Unauthorized Attachment Fees.
 - 2. If the number of Licensee Attachments in the previous annual rental invoice is greater than the number of Joint Poles found by the Actual Inventory, then Licensee shall be entitled to a pro-rata refund from the Owner or a credit to the Licensee.

- E. The applicable computation of payments and calculations as above provided shall be made on or about December 1st of each year for the next year's Adjustment Payments, each party acting in cooperation with the other.
- F. Adjustment Payments per Licensee Attachment due from Licensee to Owner shall be as determined from the appropriate FCC rental formula, as indicated per the Appendix C.

ARTICLE 12 - DEFAULT AND TERMINATION

- A. Failure of either Party to comply with the provisions of this Agreement, including all appendices and attachments hereto, shall constitute a Default, except in an event of Force Majeure.
- B. In the event either party deems an event of default has taken place and prior to engaging in the formal default provisions in this Agreement, the respective management representatives of Owner and Licensee shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either party to meet.
- C. In the absence of resolution of the matter in accordance with Article 12, Section A, the aggrieved party may provide a notice of default to the other party in writing. Should such default continue for thirty (30) days after due notice thereof in writing describing the nature of the default, the rights under this contract may be suspended insofar as concerns the granting of future attachments or other joint use. Upon receipt of such notice of default, the party alleged to be in default shall either work diligently and cooperatively with the aggrieved party to correct such default or present sufficient evidence that a default does not exist or is not the fault of the party alleged to be in default. If such default is due or is alleged to be due to the Licensee's performance or non-performance and such default shall continue for a period of ninety (90) days after such suspension, Owner may, at its sole discretion and option, terminate this Agreement, deny future Attachments and/or remove the Attachments of Licensee at Licensee's expense, and no liability therefore shall be incurred by the Owner because of any or all such actions. Notwithstanding the foregoing, the cure periods may be extended upon mutual agreement of the parties if a cure is not reasonably possible within the time frames specified above.
- D. Without limiting the effect of the provision of the immediately preceding paragraph, if after reasonable notice Licensee shall default in the performance of any work it is obligated to do under this Agreement, the Owner may elect to do such work, and the Licensee shall reimburse the Owner for the cost thereof. Owner shall notify the Licensee in advance of its intent to do the work and the approximate cost of doing such work. Failure on the part of the Licensee to make such a payment, as set forth in Article 17, Bills and Payment for Work, shall, at the election of the Owner, constitute a default under Section B of this Article 12.
- E. In addition to any other rights of termination provided herein, Owner shall have the right to terminate Licensee's authorizations or rights granted hereunder where:
 - 1. The Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking; or

2. The Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular pole or anchor covered by the authorization; or
 3. The Licensee attaches to a utility pole without having first been issued authorization therefore; or
 4. The Licensee's facilities are used by others not a party to this Agreement; or
 5. The Licensee sublets or apportsions part of the licensed pole Attachment to an entity not a party to this Agreement.
- F. The Owner will promptly notify the Licensee in writing of any instances cited in Article 12.E. Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Owner within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Owner within the stated time frame, the Owner may terminate the Attachment authorizations granted hereunder as to which non-compliance shall have occurred, except in the case of Licensee's Attachments or attached facilities being used for unlawful purposes or in aid of any unlawful act or undertaking, in which case Owner may terminate any and all Attachment authorizations granted to Licensee hereunder.

ARTICLE 13 - RIGHTS OF OTHER PARTIES

- A. If Owner, prior to the execution of this Agreement, conferred upon others, not parties of this Agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to, and/or reserve space on any of its Poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such Outside Parties shall be in accordance with the requirements of Section B below, except where such Outside Parties have by agreements entered into prior to the execution of this Agreement acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Owner shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.
- B. In the event any Pole or Poles of Owner to which Licensee has made its Attachments would, but for the Attachments of Licensee, be adequate to support additional facilities desired by Owner, Owner's subsidiary or affiliate, or by a Joint User with whom Owner has a prior agreement and which Joint User is either occupying space or has requested to attach or reserve space on such Pole(s) prior to the placement of Licensee's Attachment on such Pole(s), then Owner shall notify Licensee of any changes necessary to provide an adequate Pole or Poles and the estimated costs thereof. Upon receipt of such notice, Licensee shall remove its Attachments at its sole expense or reimburse Owner, on demand, for all reasonable costs incurred by Owner in making such changes. Should Licensee submit a request to make a new Attachment on a Pole that a Joint User is not already attached to but on which the Joint User has reserved space, Owner will provide notice of such space

reservation to Licensee, provided that Owner has such knowledge on or prior to the date of Licensee's Attachment request.

- C. If Owner desires to confer upon others not parties to this agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Article 3, Specifications, and (2) such Attachments shall not be located within the space allocation of Licensee. Owner shall derive all of the revenue accruing from such Outside Parties.
- D. Except as to Joint Users already attached to Owner's Poles, any rights and privileges granted under this Article to others not parties hereto, Owner shall make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make-ready.
- E. Except as to Joint Users already attached to, or reserving space on, Owner's Poles, in no event will Licensee be responsible for any Make-ready or other costs incurred for the benefit of an Outside Party and such costs shall immediately be reimbursed to Licensee from such Outside Party.
- F. The Owner will make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make-ready.

ARTICLE 14 - ASSIGNMENTS OF RIGHTS

- A. Except as otherwise provided in this Agreement, Licensee shall not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Joint Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the Owner, which consent shall not be unreasonably withheld or delayed, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the Licensee's right and obligation to assign the Agreement to Licensee's corresponding reorganized entity pursuant to the terms of a plan of reorganization in connection with a bankruptcy proceeding with respect to Licensee, and/or its affiliates, or to mortgage any or all of its property, rights, privileges, and franchises, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, including subsection B below, Licensee may permit any corporation conducting a business of the same general character as that of Licensee, and owned, operated, leased, or controlled by Licensee, by notice to Owner in writing, the use of all or any part of the space reserved hereunder on any Pole covered by this Agreement for the Attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such Pole by the permission as aforesaid of Licensee shall be considered as the Attachments of Licensee and the rights, obligations and liabilities of such party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

- B. Written consent of assignment from the Owner may be made contingent, at any point where consent of assignment is necessary, upon prior receipt of:
 - 1. New insurance certificates in the name assignee, and
 - 2. New security bonds in the name of the assignee, and
 - 3. Payment in full of all Licensee debts due to the Owner.
- C. For any assignment request made after the initial ten (10) year term of this Agreement, the Owner may make consent conditional upon the prior execution of a replacement Agreement with the assignee.

ARTICLE 15 - WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 16 - PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said Joint Poles, and the taxes and the assessments which are levied on said Joint Poles shall be paid by the owner thereof, but any tax, fee, or charge levied on Owner's Poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE 17 - BILLS AND PAYMENT FOR WORK

- A. Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within ninety (90) days after the completion of such work an itemized statement of the costs and such other party shall within forty-five (45) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.
- B. All amounts to be paid by either party under this Agreement shall be due and payable within forty-five (45) days after receipt of an itemized invoice. Except as provided in Article 17.C below, any payment not made within forty-five (45) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If a party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing party will write off and cancel the interest.
- C. A party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a party so disputes only a portion of a bill, then such party shall promptly pay the undisputed amount. In the event of such dispute, the parties shall meet, by telephone or in person, within ten (10) business days of a dispute being raised to discuss the disputed item and establish a procedure for addressing the disputed amount in accordance with this Agreement. Upon resolution of the dispute, if the

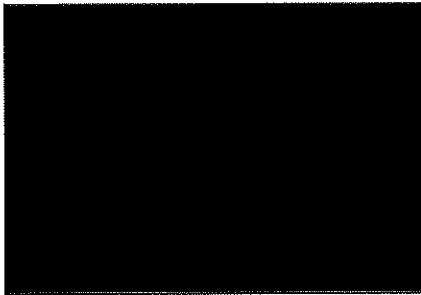
amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within forty-five (45) days of receipt of substantiation and determination of the correct amount.

- D. The fees specified in this Agreement shall be subject to an annual escalator equal to the change in the most recent twelve (12) month's Handy Whitman Index for the South Atlantic Region, Account 364, Poles, Towers and Fixtures.

ARTICLE 18 - NOTICES

- A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people, who from time to time may be changed by written notice:

Licensee Contact Information:



Owner Contact Information:

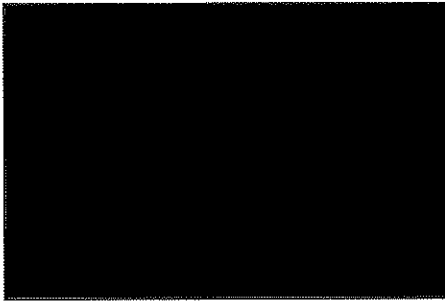
NORTHWEST DIVISION
Lynwood Tanner
Operations Manager
Florida Public Utilities Company
2825 Pennsylvania Avenue
Marianna, Florida 32448
ltanner@fpuc.com
850-526-6823

NORTHEAST DIVISION
Warren DiNapoli
Operations Manager
Florida Public Utilities Company
780 Amelia Island Parkway
Amelia Island, Florida 32034
wdinapoli@fpuc.com
904-430-4708

- B. By written notice pursuant hereto a party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).
- C. Response to any notice or Appendix A shall be made to the sender rather than to the person designated in Section A or B above.

- D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable and traceable electronic means, such as email or facsimile.
- E. A second copy of any notice given under Article 12, Defaults, or Article 20, Term of written notice:

Licensee Contact Information:



Owner:

Buddy Shelley
Director of Electric Operations
Florida Public Utilities Company
780 Amelia Island Parkway
Amelia Island, Florida 32034
dshelley@fpuc.com
850-526-6811

- F. The parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

ARTICLE 19 - RESOLUTION OF DISPUTES

- A. In the event of a dispute regarding any compliance or non-compliance with the provisions of Article 3, Specifications, of this Agreement, including which party is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, then the parties shall each arrange for a representative to make a joint field visit to the Pole location to investigate whether a violation exists and if so, any corrective action needed and the party or parties responsible. The parties will make a diligent and good faith effort to resolve such disputes at the local level by the parties' respective local engineers and local managers.
- B. If the parties are unable to resolve any such dispute at the local level, then either party may submit the matter for resolution to a Referee for binding resolution. A matter will be submitted to the Referee by sending a letter (by mail, hand-delivery or facsimile) to the Referee, with a copy provided to the other party's representative who was involved in the attempt to resolve the dispute and the other party's representative designated pursuant to

Article 18.A or Article 18.B, Notices, before or concurrently with the transmission of the letter to the Referee. The letter will include a summary of the dispute and will designate the party's "Contact Person" for the dispute. The other party will promptly respond with a letter similarly sent and copied that provides such party's summary of the dispute and designates such party's Contact Person for the dispute.

- C. If the parties mutually agree to do so, instead of proceeding under Section B above, the parties may submit any dispute to the Referee by jointly sending the Referee a letter that includes a summary of the dispute and designates each party's Contact Person for the dispute.
- D. The Referee will make such investigation as deemed appropriate in his or her discretion, which will include hearing from each party's Contact Person. The Referee may, but is not required to, engage in such other procedures or hearing as the Referee deems appropriate. The parties will cooperate with the Referee.
- E. The Referee will promptly issue a binding decision in writing to the parties, from which there will be no appeal. The party whose position is not upheld by the Referee (which determination may be made by the Referee if requested to do so) will be required to pay for the Referee's fees and expenses. If both parties' positions are upheld in part, they will share the Referee's fees and expenses equally. The parties agree to be bound to pay the Referee's fees and expenses as provided herein.
- F. The Referee will be appointed as follows:
 - 1. Each party will appoint an outside engineer and these two (2) engineers will appoint a third outside engineer or other qualified person to serve as the Referee.
 - 2. In the event that the two (2) engineers so appointed are unable within fourteen (14) days to agree upon a third outside engineer or other qualified person who is willing and able to serve as the Referee, then the Referee will be appointed as follows: Three (3) names will be blindly drawn from the list of persons then comprising the NESC committee whose work is most closely related to the dispute (e.g., Clearances Committee or Strength and Loading Committee), or such other group as may be agreed upon. Each party will strike one such name and the remaining person will serve as the Referee. If the parties strike the same name, then the Referee will be selected from the remaining two (2) names by coin toss. If the NESC committee member so selected is unwilling or unable to serve as Referee, then this procedure will be repeated (starting with the blind drawing of three different names as provided above) as necessary until a Referee is selected who is willing and able to serve as Referee. If all committee member names of the NESC committee first selected are exhausted without a Referee being appointed who is willing and able to serve as Referee, then the parties will repeat the above-described procedure with the next NESC committee whose work is most closely related to the dispute, and so on until a Referee is selected who is willing and able to serve as Referee.
- G. Nothing herein shall preclude the parties from entering into any other mutually agreeable dispute resolution procedure or from changing by written agreement any aspect of the foregoing procedure. Without limiting the generality of the foregoing, the parties may by written agreement remove, replace or appoint a Referee at any time.

- H. The parties agree, that if any dispute or problem in connection with the administration of this Agreement cannot be resolved at lower levels, communications between the following will be permitted and engaged in, in good faith on an expedited basis: Between a district manager or person who reports to the President/CEO/General Manager of an Owner and a district general manager for Licensee; and, if not resolved by them, between the President/CEO/General Manger of an Owner and the [General Manager] for the Licensee. If either Owner or Licensee reorganizes or changes titles, the equivalent person for such party shall perform the above functions. Notwithstanding the foregoing, neither party shall be precluded from seeking any other available legal remedy at any time.

ARTICLE 20 - TERM OF AGREEMENT

- A. This Agreement shall continue in full force and effect for ten (10) years from the Effective Date ("Initial Term"), and shall automatically renew thereafter for successive one (1) year terms ("Renewal Term"). Either party may terminate the Agreement by giving to the other party six (6) months' notice in writing of intention to terminate the Agreement six (6) months prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, this Agreement shall continue in full force and effect for all existing Attachments during any negotiations of the parties for a subsequent agreement.
- B. Upon termination of this Agreement in accordance with any of its terms, Licensee shall within one hundred and eighty (180) days remove all its Attachments owned by Licensee from all Poles of Owner. If not so removed, Owner shall have the right to remove and dispose of all of Licensee's Attachments without any liability or accounting therefore. Licensee shall reimburse Owner for any and all costs incurred by Owner in the removal of Licensee's Attachments as detailed above. In the event that Licensee has not reimbursed Owner within forty-five (45) days of invoicing following Owner's removal of said Attachments, then Owner may pursue, without notice or demand to Licensee, one or more of the remedies contained in Article 12, Defaults, including making demand on the Security Instrument described in Article 23.E, Liability and Indemnification.
- C. Termination of this Agreement shall not relieve either Party from fulfilling any and all of its obligations that accrued while the Agreement was in effect.
- D. During the term of this Agreement or upon termination of this Agreement, each Party shall have reasonable access to those portions of the other Party's books, construction standards, and records, as may be necessary to resolve a material issue or concern regarding the other Party's compliance with its obligations under this Agreement. Such access will be granted upon reasonable notice and only during regular business hours.

ARTICLE 21 - EXISTING CONTRACTS

- A. All existing joint use or Pole Attachment license agreements between the parties, and all amendments thereto (hereinafter "Old Attachment Agreement") are by mutual consent hereby abrogated and superseded by this Agreement whether executed or assumed under an assignment.

- B. Nothing in the foregoing shall preclude the parties to this agreement from entering such supplemental operating routines or working practices as they agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE 22 - LIABILITY AND INDEMNIFICATION

- A. Licensee's use of the Owner's distribution Poles as provided for in this Agreement is not for the benefit of the Owner; rather, it is solely for the benefit of Licensee in carrying on its business of supplying the services authorized herein; and this Agreement is entered into with the explicit understanding that, except as set forth below, Licensee assumes sole responsibility for all injuries and damages arising, or claimed to have arisen, by, through or as a result of any of its cables, wires, antennas, conduit, appliances, equipment or facilities (or of a third-party overlasher to Licensee's cables, wires, appliances, equipment or facilities or any assignee of Licensee's rights) attached to the Owner's Poles, equipment, or facilities, it being understood, however, that Licensee shall have no liability to the Owner for injuries and damages (a) caused by, through or as a result of the sole negligence of the Owner; or (b) caused solely by, through or as a result of the wanton misconduct of the Owner; or (c) caused solely by, through or as a result of the facilities or activities of any third party (or parties) attachers whose cables, wires, antennas, conduit, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, antennas, conduit, appliances, equipment or facilities.
- B. Accordingly, without limiting the effect of the provision of the immediately preceding paragraph, and except as set forth below, Licensee expressly agrees to indemnify, defend and save harmless the Owner, together with the Owner's officers, directors, members, shareholders, employees, contractors, and agents, as well as each of the Owner's affiliates and each of their respective officers, directors, members, shareholders, employees, contractors, and agents (collectively, the "Owner Group") from all claims, demands, actions, judgments, loss, costs and expenses, including but not limited to attorneys' fees, taxes, special charges or assessments, lost revenue claims, (collectively, "Claims") arising or claimed to have arisen by, through or as a result of Licensee's cables, wires, antennas, conduit appliances, equipment or facilities attached to the Owner's Poles, equipment, or facilities, or as a result of the negligent acts or omissions, or the intentional or wanton misconduct of the Licensee or any of its contractors, agents, overlashers or assignees, in respect to (a) damage to or loss of property (including but not limited to property of the Owner or Licensee) (b) injuries or death to persons (including but not limited to injury to or death of any Licensee employees, contractors or agents, or members of the public); (c) any interference with the television or radio reception of, or with the transmission or receipt of telecommunications by, any person which may be occasioned by the installation or operation of Licensee's cables, wires, appliances, equipment or facilities; (d) the proximity of Licensee's cables, wires, appliances, equipment or facilities to the wires and other facilities of the Owner; (e) any claims upon the Owner for additional compensation for use of its distribution rights-of-way for an additional use of the Licensee; and (f) any injuries sustained and/or occupational diseases contracted by any of the Licensee's employees, contractors or agents of such nature and arising under such circumstances as to create liability therefore by Licensee or the Owner under any applicable Worker's Compensation law, including also all claims and causes of actions of any character which any such contractors, employees, the

employers of such employees or contractors, and all persons or concerns claiming by, under or through them or either of them may have or claim to have against the Owner resulting from or in any manner growing out of any such injuries sustained or occupational diseases contracted; it being understood, however, that Licensee shall have no liability to the Owner for injuries and damages (a) caused by, through or as a result of the sole negligence of the Owner; or (b) caused solely by, through or as a result of the wanton misconduct of the Owner; or (c) caused solely by, through or as a result of the facilities or activities of any third party (or parties) whose cables, wires, antennas, conduit, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities. In any matter in which Licensee shall be required to indemnify the Owner hereunder, Licensee shall control the defense of such matter in all respects, and the Owner may participate, at its sole cost, in such defense. The Owner shall not settle or compromise any matter in which Licensee is required to indemnify the Owner without the prior consent of Licensee.

- C. The Owner expressly agrees to indemnify, defend and save harmless Licensee from all Claims arising or claimed to have arisen solely by, through or as a result of the Owner's negligent acts or omissions or the Owner's intentional or wanton misconduct. Owner shall have no liability to the Licensee for injuries and damages (a) caused by, through or as a result of the negligence of the Licensee or its contractors or agents; or (b) caused through or as a result of the wanton misconduct of the Licensee or any of its contractors, agents, representatives or assignees. In any matter in which the Owner shall be required to indemnify Licensee hereunder, the Owner shall control the defense of such matter in all respects, and Licensee may participate, at its sole cost, in such defense. Licensee shall not settle or compromise any matter in which the Owner is required to indemnify Licensee without the prior written consent of the Owner.
- D. INSURANCE - Licensee, and any contractors of Licensee, shall contract for and maintain in effect throughout the period during which Licensee maintains Attachments on any Poles owned by Owner, insurance which meets or exceeds the amounts set forth in subsections (1) through (3) below. Failure to provide and maintain the required insurance coverage shall constitute a Default under this Agreement, in which event Owner shall have the right to pursue any and all of remedies set forth in this Agreement. Licensee shall provide copies of the required insurance policies to the Owner upon execution.
1. Worker's compensation insurance, with minimum limits of \$1,000,000, covering all employees of Licensee who shall perform any work on Poles or property owned or controlled by Owner, including easements and rights-of-way, whether or not such insurance is required by law. If any employee is not subject to the workman's compensation laws of the state wherein work is performed, Licensee shall extend said insurance to such employee as though said employee were subject to such laws.
 2. Commercial general liability insurance covering all operations under this Agreement, including erection, installation, maintenance, Rearrangement and removal of Licensee's Attachments, in an amount for bodily injury of not less than \$2,000,000.00 for one person and \$2,000,000.00 for each accident or occurrence and for property damage of not less than \$2,000,000.00 for each accident or occurrence.

3. Automobile liability insurance on all self-propelled vehicles which may be used in connection with this Agreement, whether owned, non-owned, or hired, in an amount for bodily injury of not less than \$1,000,000.00 for one person and \$1,000,000.00 for each accident or occurrence and for property damage of not less than \$1,000,000.00 for each accident or occurrence.
 4. The policies required hereunder shall be in such form and issued by such carrier authorized to write policies in the State of Florida as shall be reasonably acceptable to Owner.
 - a. Owner, its board of directors, officers, employees, and agents shall be shown as additional insured on each policy only with respect to liability arising from Licensee's operation in conjunction with this Agreement; and
 - b. Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Owner, its board of directors, officers, employees, and agents for loss under the policies of insurance described herein; and
 - c. Licensee shall provide Owner with at least thirty (30) days written notice before any such insurance shall lapse; and each policy shall state that the insurance carrier will mail a notice to the Owner at the address provided in Article 25 at least thirty (30) days before any such insurance shall lapse; and
 - d. Licensee shall furnish Owner certificates evidencing such insurance within thirty (30) days of the Effective Date of this Agreement and shall provide Owner with copies of any renewal or replacement certificates promptly after they become available.
 5. Notwithstanding the above, if Licensee is authorized to operate as a self-insured entity under the laws of the State of Alabama, Licensee may provide self-insurance to meet the requirements of this Article 23.F, upon terms and conditions satisfactory to Owner.
- E. SECURITY INSTRUMENT - Licensee shall furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond, letter of credit, or other Security Instrument satisfactory in form and content to Owner in substitution therefore, to guarantee the payment of any sums which may become due to Owner or an Owner Agent for Pole Attachment Rental Fees, inspections, inventories, Make Ready Costs, Unauthorized Attachment Fees, for work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement, for any expense that may be incurred by Owner or an Owner Agent because of any Default of Licensee, or for any other expense that is to be borne by Licensee under this Agreement. This Security Instrument shall be reviewed annually, renewed where in default, and shall be furnished to the Owner at the time of payment of the annual pole rental invoice. The amount of said Security Instrument, which amount shall be maintained throughout the term of the Agreement and thereafter until all of the obligations of Licensee have been fully performed, shall be equal to [REDACTED] or [REDACTED] per Attachment, whichever is larger. The amount of the Security Instrument may, in Owner's discretion, be adjusted if Licensee purchases, acquires, or obtains a controlling interest in additional broadband or other facilities within Owner's service territory not currently covered by this Agreement which results in a significant increase in the number of Attachments or upon results of subsequent Attachment Surveys which result in an increase in the number of Attachments and Owner request in writing an

increase or additional security to cover the increase. Any such adjustment shall not exceed [REDACTED] per new Attachment. Failure to provide and maintain the aforementioned Security Instrument shall be deemed a Default under this Agreement, in which event Owner shall have the right to pursue any and all remedies set forth in this Agreement and at law or equity. The furnishing of such Security Instrument shall not affect, limit, diminish or otherwise reduce any obligations of Licensee under this Agreement.

1. Following the completion of the Initial Safety Inspection, the correction of the identified violations, and if the Licensee is in material compliance with all other terms and conditions of the Agreement, the amount of the Security Instrument shall be adjusted annually to an amount not to exceed the last annual Pole rental invoice received by the Licensee.

ARTICLE 23 - CONSTRUCTION

This Agreement was drafted by all parties to it and is not to be construed against any party. Neither the negotiations of the language of this Agreement nor any prior drafts of this Agreement or the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement. The execution, interpretation, construction, performance and enforcement of this Agreement and the rights and obligations of the parties shall be governed by Florida law, without regard to principles of conflict of laws. Any disputes arising out of this Agreement shall be resolved in the state and federal courts of Florida.

ARTICLE 24 - REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

In witness whereof the parties hereto have caused these presents to be executed in two counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

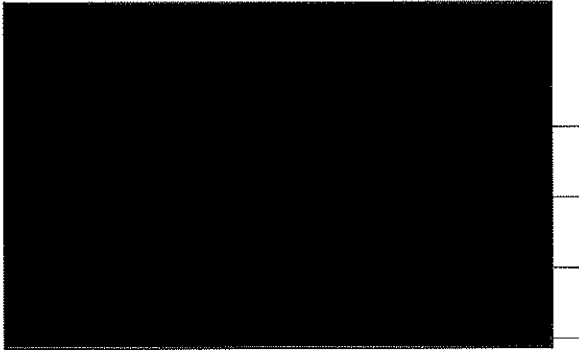
FLORIDA PUBLIC UTILITIES COMPANY

Signed: *L. Tanner*

Name: LYNWOOD TANNER

Title: OPERATIONS MANAGER

Date: 7/29/15



APPENDIX A - ATTACHMENT REQUEST FORM

Licensee hereby requests permission pursuant to its Pole Attachment License Agreement to make new Attachment(s) to poles, remove Attachment(s) to poles and/or provide notice to Overlash cables affixed to poles, all as shown on the attached construction plans and drawings. The attached plans and drawings show the Poles Licensee desires to attach to or Overlash, the number and character of Attachments proposed, any Rearrangements requested with respect to existing wires, fixtures or apparatus, any relocations or replacements of existing Poles requested, the heights of all points of attachment, all mid-span clearances, and any new Pole placement requested. Should additional information be required by the Owner for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information. Licensee certifies that all rights-of-way, easements, permits, and consents have been obtained from the owner(s) of the property or properties on which the Poles being attached to are currently located or will be located. Payment for the fees is included with this request. The table below provides detailed information regarding this request.

LICENSEE				
Company		Poles with Attachments	Added	
Project			Removed	
Request #			Overlashed	
Request Date		Estimated Construction Dates	Start	
Name			Completion	
Signature		Fees	Application	\$
Phone			Inspection	\$
Fax			Design	\$
Email			Total	\$

Please advise Licensee as to whether or not these Attachments will be permitted and if necessary provide an estimate for any additional costs that Licensee may be required to pay as Make Ready Work. If Make Ready Work is required, upon receipt of Owner supplied Make Ready Estimate the Licensee shall provide payment to Owner of the cost estimate or Licensee will not undertake to make these Attachments. Upon receipt by Owner of Licensee's payment of the estimated Make Ready Costs, the Owner will proceed with Make Ready Work.

Owner				
Response Date		Owner Make Ready Construction Required?	Yes	
Name			No	
Signature		Owner Make Ready Construction Estimate	\$	
Phone			Permit #	
Fax				
Email				
Request Response	Approved	Reason for denial		
	Denied			

APPENDIX C - CALCULATION OF ADJUST PAYMENTS

Florida Public Utilities - CATV Formula

<u>Attacher Responsibility Percentage</u>		<u>Formula &/or Line #</u>
Space Occupied by Attacher		L1
Usable Space		L2
Attacher responsibility percentage	#DIV/0!	L3: L1/L2
 <u>Net Cost of a Bare Pole Calculation</u>		
Gross distribution plant		L4
Distribution plant accumulated depreciation		L5
Distribution plant depreciation percentage	#DIV/0!	L6: L5/L4
Gross pole investment (Acct. 364)		L7
Accumulated depreciation for poles		L8
Accumulated deferred income taxes		L9
Net pole investment	0	L10: L7 - L8 - L9
Appurtances factor		L11
Net pole investment allocable to attachments	0	L12: L10 x L11
Total number of poles		L13: L11/L12
Net cost of a bare pole	#DIV/0!	L14: L12/L13
 <u>Carrying Charge Calculation</u>		
Total general and administrative		L15
Gross plant investment (electric)		L16
Accumulated depreciation (Acct. 108 - Electric)		L17
Accumulated deferred income taxes		L18
Administrative carrying charge	#DIV/0!	L19: L15/(L16 - L17 - L18)
Account 593		L20
Pole investment in Accts 364, 365, and 369		L21
Depreciation (poles) related to Accts 364, 365, & 369		L22
Accum deferred income taxes for 364, 365, & 369		L23
Maintenance carrying charge	#DIV/0!	L24: (L20)/(L21 - L22 - L23)
Gross pole investment (Acct. 364)	0	L25: L7
Net pole investment	0	L26: L10
Depreciation rate for gross pole investment		L27
Depreciation carrying charge	#DIV/0!	L28: (L25/L26) x L27
Taxes (Accts. 408.1 + 409.1 + 410.1 + 411.4 - 411.1)		L29
Gross plant investment (total plant)		L30
Accumulated depreciation (Acct. 108)		L31
Accumulated deferred income taxes (plant)		L32
Taxes carrying charge	#DIV/0!	L33: (L29)/(L30 - L31 - L32)

Applicable rate of return (default)		L34
Return carrying charge	0.00%	L35; L34
Total carrying charges	#DIV/0!	L36; L19 + L24 + L28 + L33 + L35

FINAL RATE CALCULATION

Attacher responsibility percentage	#DIV/0!	L37; L3
Net cost of a bare pole	#DIV/0!	L38; L14
Total carrying charges	#DIV/0!	L39; L36
Pole attachment rate for telecommunications	#DIV/0!	L40: L37 x L38 x L39

For each calendar year after the Effective Date of this Agreement, and every year thereafter, the Adjustment Payments determined by the Appendix C may be reevaluated and updated with the most current Owners data, at the request of either party. For any year without reevaluation and update of the Appendix C the annual Adjustment Payment shall be increased by applying the annual change for account 364 for the South Atlantic Region from the latest version (July 1 edition) of the Handy Whitman Index, until such time as this Appendix C is revised.

APPENDIX R - OWNER RULES AND PRACTICES FOR ATTACHMENTS

1. Licensee shall install and maintain its Attachments at its own expense.
2. Any unbalanced loading of Owner's Distribution Poles caused by the placement of Licensee's circuits shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Owner. Licensee may not place new guy attachments on Owner's anchors without Owner's prior consent. If mutually agreed between the Licensee and the Owner, Owner may install anchors and anchor rods, at Licensee's expense, with sufficient capacity for the Owner's and Licensee's guying attachments. When the parties agree to use a common anchor, Licensee shall re-install Owner's anchor rod bonding clamps on Owner anchors after installing guy attachments to the anchor.
3. A preliminary "ride through" of the proposed route of Licensee's communications facility shall be made by representatives of Owner and Licensee when necessary.
4. Licensee shall check and verify the condition of any Pole prior to climbing or performing work on it. If a Pole is deemed unsafe, Licensee must immediately cease all work on said Pole and notify Owner by telephone and in writing as soon as practicable.
5. All Attachments shall be located on the same side of each Pole as any existing telephone or communications cable, or as otherwise designated by Owner.
6. On Attached Poles where Owner has secondary conductors, all Attachments shall be located on the same side of the Pole as the secondary conductors, or as otherwise designated by Owner.
7. Licensee shall cause all cabinets, enclosures, and messengers to be effectively grounded in accordance with the NESC and all revisions thereof. Licensee shall instruct its employees, contractors, and other representatives working on Owner's poles of the dangers associated with bonding its facilities to the Owner "vertical ground wire" and associated dangers thereof, and shall provide adequate training and protective equipment so as to protect its employees, contractors, and other representatives from bodily harm. The Owner assumes no responsibility either for instructing Licensee's personnel or furnishing equipment to Licensee's personnel, or for any liability for Licensee's personnel working on Owner poles, except as provided for in the indemnity provisions of the Agreement.
8. Licensee shall install no power supply on any of Owner's Poles on which underground electric services, capacitor banks, sectionalizing equipment or voltage regulators are already installed.
9. No electrical service connection to a communications power supply shall be made or installed by Licensee until after Owner shall have completed inspection of an approved fused service disconnect switch or circuit breaker.
10. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
11. All Attachments of Licensee shall have at least two (2) inches clearance from unbonded hardware such as pedestals and any other enclosures containing equipment.
12. All of Licensee's Attachments shall comply with the more stringent of either Owner's or NESC clearance and separation requirements and shall be located on all new or transferred attachments a minimum of forty (40) inches below Owner's lowest attached facilities. On Owner Poles supporting streetlights, Licensee's Attachments may be

installed to comply with the NESC clearance requirements for the street light "drip loop", as long as Licensee's Attachment also maintains forty (40) inches from other Owner facilities on the Pole. All mid-span clearances between Licensee's facilities and Owner's lowest conductors shall comply with NESC clearance requirements.

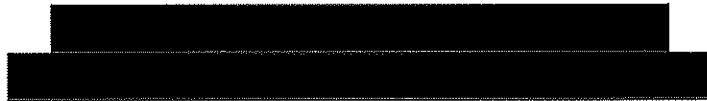
13. Licensee may, with prior approval of Owner, install cross arms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any cross arm or alley arm brace above the arm that it supports.
14. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Pole and subject to the standards set forth in Article 3. Where a disparity exists between Owner's standards, Governmental requirements, the NESC, this Appendix R, or other written requirements in this Agreement, the most stringent shall apply.
15. In the event that any of Licensee's proposed Attachments are to be installed upon Poles already jointly used by Owner and another party(ies), Licensee shall negotiate with such other party/parties to determine clearances between its facilities and those of Owner and such other party/parties, except that Licensee may not in any way modify the clearance requirements set forth in this Agreement.
16. Guy markers shall be installed and maintained on all guys.
17. Where, at the sole discretion of the Owner, the future installation of a transformer, underground cable riser, or other similar Owner equipment is likely, all new attachments will be made at least seventy-two (72) inches under the primary neutral. Clearances not specified in this rule shall be determined by reference to the National Electrical Safety Code. Licensee shall be notified of this possibility in the Appendix A application process.
18. All anchors and guys shall be installed and in effect prior to the installation of any of the Licensee's messenger wires or cables. All anchors and rods shall be in line with the strain and shall be installed so that approximately six (6) inches of the rod remains out of the ground. Cutting of anchor rods to reduce anchor rod extension above the ground line is not permitted. The entire length of the anchor rod should be set in a straight line between the Pole attachment and the point where the rod attaches to the anchor. In cultivated fields or other locations the projection of the anchor rod above earth may be increased to a maximum of twelve (12) inches to prevent burial of the rod eye. The backfill of all anchor holes must be thoroughly tamped the full depth.
19. Sidewalk guys shall be permitted by special exception only.
20. No Licensee guys may be attached to Owner guys (except grounding connections). Attachment of Licensee guys to Owner anchors shall be permitted only with approval by the Owner.
21. With respect to all communications-protective devices, Licensee agrees that Owner may construct all its facilities in accordance with "Grade C" construction as applicable under NESC Rule 242, Table 242-1, Footnote 7.

**POLE ATTACHMENT LICENSE AGREEMENT
FOR DISTRIBUTION POLES**

BETWEEN

Florida Public Utilities Company

AND



Dated August 1, 2020

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POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES

PREAMBLE

Florida Public Utilities Company, a corporation organized under the laws of the State of Florida, (hereinafter called the "Owner"), and [REDACTED], a corporation organized under the laws of the State of Delaware (hereinafter called the "Licensee"), desiring to cooperate in the use of Owner's poles, erected or to be erected within the areas in which both parties render service in the State of Florida, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs and consistent with the terms of this Agreement and applicable law, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows, effective August 1, 2020 ("Effective Date"):

ARTICLE 1 - SCOPE OF AGREEMENT

- A. This Agreement shall be in effect in the areas in which both of the parties render service in the State of Florida, and shall cover all distribution poles now existing or hereafter erected in the above territories when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.
- B. Owner reserves the right for good cause to exclude from Licensee's use any of its facilities for reasons of safety, reliability, capacity, and generally applicable engineering purposes. Owner may also exclude from joint use any of its facilities that occupy rights-of-way or easements for which Licensee is unable to obtain easements, rights of way or other necessary privileges. Exclusion for capacity includes exclusion of Licensee from any space previously reserved by Owner, in good faith, for any purpose the Owner may have to use the reserved space in connection with provision of electric service. Reserved space shall be evidenced in writing that reasonably and specifically identifies Owner's intended use to Licensee any time after application through the Appendix A process by Licensee and prior to properly applied attachments are installed. Where space is reserved consistent with governing law and Licensee opts to forgo attachments as a result, Owner shall not charge Licensee any fees in processing its application or Appendix A.

ARTICLE 2 - EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

- A. "Actual Inventory" is defined in Article 11.A, Adjustment Payments.
- B. "Adjustment Payment" is the annual rental rate paid by the Licensee to the Owner for Attachments to Poles as provided for in Article 11, Adjustment Payments, of this Agreement.
- C. "Anchor" is a facility consisting of an assembly rod secured to a fixed object or plate designed to resist the pull of a guy strand or strands.
- D. "Application" is the process used by the Licensee to receive Owner's permission to install initial facilities to Owner's poles and to attach additional facilities, to modify mechanical

loading of Owner's poles, or to otherwise alter the clearances of and/or separation between facilities attached to or in between Owner's poles, provided that applications shall not be required for Overlashing, routine maintenance, or work necessary to restore existing facilities due to outages. The form used for the Application process is identified as Appendix A1 which are included as a part of this Agreement.

- E. "Approved Contractors" shall have the meaning specified in Article 4.
- F. "Attachment" is any wire, line or apparatus attached to a Pole owned by Owner, including, but not limited to, lashed or unlashd cables, service drops, power supplies, amplifiers, pedestals, bonding wires, and guy wires that are required to support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12") either above or below (but not both) the bolted Attachment. Any apparatus or facilities, except cable risers, pedestals, bonding wires and power supplies associated with other aerial Attachments, located fully or partly outside this vertical space shall constitute an additional Attachment or Attachments. Each thru-bolt type Attachment or "J-hooks" that are located within a space consisting of a total of twelve inches (12") either above or below (but not both) shall be counted as a single Attachment.
- G. "Contact Person" is defined in Article 18.A and 18.B, Notices.
- H. "Cost in Place" is the cost of the bare pole, labor to install the pole and associated overheads, including engineering.
- I. "Effective Date" is defined in the Preamble.
- J. "Existing Attachments" are those attaching entities that have been given permission by Owner to attach facilities to Owner's Poles including Joint Users or licensees.
- K. "Force Majeure" shall mean an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers and adversely affects the performance by that Party of its obligations under or pursuant to this Agreement. Such events or circumstances may include, but are not limited to: actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, terrorism, blockades, embargoes, sabotage (including, but not limited to, arson and vandalism), epidemics, explosions and fires, hurricanes, floods, strikes, lockouts or other labor disputes (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement).
- L. "Initial Inventory" is an inventory of Licensee's Attachments completed within one (1) year of the Effective Date of this Agreement, at a time mutually agreed to by the parties but not more than six (6) months beyond the one (1) year anniversary of the Effective Date of this Agreement, which will confirm the total number of Licensee's Attachments, a summary of obvious non-conforming Attachments and any pending Licensee Transfers to Owner poles. Results of the Initial Inventory shall serve as the Actual Inventory until a subsequent Actual Inventory is completed.
- M. "Initial Safety Inspection" is a survey of the Licensees Attachments to Owner poles to identify and remediate non-conforming Attachments (e.g. NESC violations) on Owner poles.

- N. "Joint User" is a person or entity that is currently occupying or reserving space on Owner's Poles, and may attach to a Pole or anchor owned by Owner in return for granting Owner equivalent rights of Attachment or occupancy to poles and/or anchors, which the Joint User owns. Licensee is not a Joint User for purposes of this Agreement.
- O. "Licensee" is the party having the right under this Agreement to make and maintain Attachments on an Owner Joint Pole and defined in the Preamble.
- P. "Licensee Transfer Date" is defined in Article 7.D, Maintenance of Poles and Attachments.
- Q. "Make-ready" means the modification or replacement of a utility pole, or of the lines or equipment on the utility pole, to accommodate additional facilities on the utility pole. Similar work required after the initial attachment to a pole solely resulting from the existence of Licensee's Attachments shall be referred to herein as "additional make-ready".
- R. "Complex Make-ready" means transfers and work within the communications space that would be reasonably likely to cause a service outage(s) or facility damage, including work such as splicing of any communication attachment or relocation of existing wireless attachments. Any and all wireless activities, including those involving mobile, fixed, and point-to-point wireless communications and wireless internet service providers, are to be considered complex.
- S. "Simple Make-ready" means Make-ready where existing attachments in the communications space of a pole could be transferred without any reasonable expectation of service outage or facility damage and does not require splicing of any existing communication attachment or relocation of an existing wireless attachment.
- T. "Make Ready Costs" means all costs necessary for Owner, and other existing parties on the pole, to prepare its Poles for Licensee's new, additional or modified Attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering may include design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among Make Ready Costs are the costs of installing or changing out primary Poles, secondary Poles and Drop/Lift Poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as outlined in this Agreement. Owner Make Ready Costs shall be verifiably comparable to the cost Owner pays for similar Make-ready work to its own facilities. Make Ready Costs do not include any costs associated with correcting violations of the Owner, or others attached to Owner's Pole, that exist at the time that Licensee submits an Application.
- U. "Make Ready Estimate" means the estimate prepared by Owner for all Make Ready Work that may be required by Owner to accommodate Attachment/Attachments by Licensee.
- V. "NESC" is defined in Article 3, Specifications.
- W. "Non-guyed Service Drop" is a Service Drop that requires no guys under standard industry design practices or the applicable specifications of Article 3, Specifications. (If, atypically, a wire used to connect to a customer's location were to require guying under the Licensee's

design standards or the applicable specifications of Article 3, Specifications, then it would cable.) Non-guyed Service Drops are subject to all provisions of this Agreement, including rental and the provisions of Article 3, Specifications. Non-guyed Service Drops are subject to the application process set forth at Article 4.J, Establishing Attachments to Poles.

- X. "Obstructing Third-Party Transfers" means third-party attachments, not owned or operated by the Licensee that must be first transferred, with the duty to first transfer arising either under law or contract, before Licensee has to transfer its attachments. Obstructing Third-Party Transfers apply only in situations involving transfer from Owner's old Pole to a different location.
- Y. "Old Attachment Agreement" is defined in Article 21, Existing Contracts.
- Z. "One Touch Make-ready" or "OTMR" means the expedited Make-ready process that Licensee and Existing Attachers may elect for poles requiring only Simple Make-ready.
- AA. "Outside Party" is defined in Article 13.A, Rights of Other Parties.
- BB. "Overlashing" means affixing an additional cable or wire owned and operated by Licensee or another licensee to a cable or wire owned and operated by Licensee already attached to a Pole. Any Overlashing by Licensee is subject to the notice provisions set forth in Article 4.I, Overlashing, as well as, other applicable provisions of this Agreement. Licensee's Overlashing shall not be subject to a separate annual attachment rental fee. Licensee shall not allow third party Overlashing without notifying Owner in advance and requiring such third party overlasher to comply with the terms and conditions of this Agreement.
- CC. "Owner" is defined in the Preamble.
- DD. "Owner Actual Costs" is defined as all costs including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, transportation, contractor's fees when used in lieu of Owner labor, and tree trimming costs. Owner Actual Costs shall be reasonable and verifiably comparable to the cost Owner pays for similar work to its own facilities. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements.
- EE. "Owner Group" means the Owner, together with the Owner's officers, directors, members, shareholders, employees, contractors, and agents, as well as each of the Owner's affiliates and each of their respective officers, directors, members, shareholders, employees, contractors, and agents.
- FF. "Owner Rules and Practices for Attachments" means the general plan established for the orderly use of Poles by Owner and multiple parties and is attached to this Agreement as Appendix R.
- GG. "Pole" or "Distribution Pole" is a wooden, concrete or steel structure owned by Owner, and normally used by Owner, to support distribution lines and related facilities of Owner, including drop and lift Poles. In the event the Owner installs a Pole larger than is initially required for Owner's and Licensee's use pursuant to a bona fide development plan that reasonably and specifically projects a need for such use for its core electric utility service or

the security and reliability thereof, the additional space provided by Owner shall be reserved for Owner's sole use.

- HH. "Pole Attachment Rental Fee" means the annual amount per Attachment that Licensee must pay to Owner pursuant to this Agreement in order to affix each Attachment to Owner's Poles.
- II. "Rearrangement" is the moving of Attachments from one position to another on the same Pole.
- JJ. "Referee" is defined in Article 19.B, Resolution of Disputes.
- KK. "Transfer" is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another.
- LL. "Unauthorized Attachment" means any affixation of any Licensee Attachment of any nature to any property of Owner that is the subject of this Agreement, including Distribution Poles, which has not been previously authorized by Owner or authorized as required by this Agreement. Unauthorized Attachment may include, without limitation, any Attachment affixed to Owner's Poles without permission from Owner as provided for in Article 9, Unauthorized Attachments, of this Agreement. Over-lashing of existing facilities without the proper Overlashing Notice to the Owner shall also be considered unauthorized.
- MM. "Unauthorized Attachment Fee" means the fee to be paid by Licensee for each Unauthorized Attachment, excluding unauthorized overlashing.

ARTICLE 3 – SPECIFICATIONS

Except as otherwise provided in Article 7.G, Maintenance of Poles and Attachments, referring to construction that has not yet been brought into conformity with the specifications mentioned herein, the use of the Poles covered by this Agreement shall at all times be in conformity with all applicable (1) requirements of the National Electrical Safety Code and subsequent revisions thereof ("NESC"); (2) the Specifications found in Appendix R which is incorporated into and made a part of this Agreement and subsequent revisions thereof provided that such revisions are generally applicable, and noticed in writing sixty (60) days in advance and have only prospective effect, unless otherwise required by applicable codes, statutes, or ordinances, (3) and all applicable laws, ordinances, rules, and regulations, including all applicable standards and requirements prescribed by the Florida Public Service Commission (Title 25, Florida Administrative Code), and such industry construction specification manuals, guidelines, and best practices as may be applicable to Licensee's Attachments. Where there is a disagreement between the above referenced Specifications, the more stringent shall apply. Certain requirements of the Owner that exceed or supplement the NESC are identified in Appendix R to this Agreement. Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the NESC and Appendix R, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of Poles, which acceptance shall not be unreasonably withheld.

ARTICLE 4 - ESTABLISHING ATTACHMENTS TO POLES

- A. Application. - Before Licensee shall make use of the Owner Poles under this Agreement, Licensee must submit a completed Application for the desired Attachment to Owner. Owner

shall promptly review Licensee's application for completeness. An application shall be considered complete if it provides Owner with the necessary information required by the appropriate Appendix A. Every Application, which may cover up to 300 poles, must be accompanied by a fee of [REDACTED] ("Application Fee"). Owner may refuse to consider any Application which requires but is not accompanied by an Application Fee. Owner may treat multiple Applications from Licensee as a single Application when the Applications are made within 30 days of each other. Owner will negotiate in good faith the timing of all Applications larger than the lesser of 3000 poles or 5.0% of Owner's poles located in the State of Florida.

1. Owner shall have ten (10) business days to determine whether the application is complete. An application will be deemed complete if Owner does not respond within ten (10) business days or rejects the application but fails to specify any reasons supporting its rejection. Any resubmitted application shall address Owner's findings and shall be deemed complete within five (5) business days unless Owner explains how the resubmitted application did not sufficiently address Owner's concerns.
 2. Licensee may elect to proceed using One-touch Make-ready (OTMR), as described in 47 C.F.R. §1.1411(j), for poles requiring no Make-ready or only Simple Make-ready provided Licensee does so in writing in its attachment application and identifies all Simple Make-ready that it will perform. Licensee is responsible for determining in advance whether required Make-ready is Simple Make-ready or Complex Make-ready. OTMR applications may not include poles requiring Complex Make-ready or Make-ready in the power supply space or pole replacements. Owner shall have fifteen (15) days to review a complete OTMR application covering up to the lesser of 300 poles or 0.5% of Owner's Poles located in the State of Florida, and 30 days in the case of larger orders. Denials shall be specific, include all relevant evidence and information supporting a permissible denial based upon lack of capacity, safety, reliability or generally applicable engineering standards. During these time periods, Owner may object to classification of Make-ready as simple provided that Owner's objection is specific and in writing and includes all relevant evidence and information to support its decision. At Owner's discretion and upon notice to Licensee, such Poles shall be removed from Licensee's OTMR application and processed (collectively if more than one) as a standard pole attachment application pursuant to Article IV, sections (B)-(W). Timeframes for completion of the survey and any necessary make-ready work and inspections shall be measured from the date the OTMR application was submitted to Owner.
- B. Survey. For an Application (other than an OTMR application) to make Attachments up to the lesser of 300 Poles or 0.5% of Owner's Poles located in the State of Florida, Owner shall, following its receipt of a complete Application, complete a survey to determine whether and where an attachment is feasible, and the necessity, if any, for Make-ready and will provide a written response to each completed Application within 45 days of Owner's receipt of the Application at which time Owner shall notify all attachers affected by the survey results. Owner shall use commercially reasonable efforts to provide Licensee with advance notice of not less than three (3) business days of the any field survey conducted as part of the survey process, including the date, time and location of the survey and the employee or contractor performing the field survey, and shall permit Licensee to be present for such field survey. Owner may extend the Survey Timeline by 15 days for a Large Attachment Order (i.e., greater than 300 Poles or 0.5% of Owner's poles located in the State of Florida but less than 3,000

poles or 5.0% of Owner's poles located in the State of Florida). Licensee will provide an affirmative response to Owner that it has received the approved Application. Owner's response may be a notification that Owner has completed a survey of the Poles for which access has been requested. Owner may elect to rely upon a survey conducted wholly by Licensee. If Licensee has elected to proceed using OTMR, Owner shall have fifteen (15) days to notify attachers affected by the survey results. If Licensee elects OTMR, it shall provide Owner no less than three (3) business days advance notice of the date, time, location of, and the name of the contractor performing, the field survey.

- C. Estimate. - Unless the Application has been denied or is for OTMR, Owner will present Licensee a detailed, itemized, pole-by-pole estimate of charges to perform all necessary Make-ready within fourteen (14) days of providing notice as required by Section 4.B. above.
- D. Acceptance. - Licensee shall accept and make payment within fourteen days after receipt of a valid estimate. Owner may withdraw any outstanding estimate which acceptance and payment has not been received fourteen (14) days after the estimate has been presented.
- E. Make-ready. - Upon receipt of payment from Licensee for the estimated Make Ready cost, Owner will immediately give notice to all known Existing Attachers and Joint Users, if any, that may be affected by the Make-ready, that contains the following information ("Communications Space Notice"): (a) where and what Make-ready will be performed; (b) a date for completion of Make-ready that is no later than thirty (30) days after such notice is sent (or 75 days in the case of a Large Attachment Order); (c) advise that any Existing Attacher may modify its attachment consistent with the specified Make-ready work before the date set for completion; (d) advise that Owner may assert a right to 15 additional days to complete Make-ready or an Existing Attacher may assert a right to 30 additional days to complete Make-ready; (e) advise that if any Make-ready is not completed by the completion date set by Owner (or 15 days later if Owner has asserted its 15 day right to complete Make-ready, as set forth in Article 4.G), Licensee may itself complete the specified Owner Make-ready; and (f) the name, telephone number and email address of a person to contact for more information about the Make-ready procedure.
 - 1. Owner may deviate from the timelines for Make-ready performance if during the performance of Make-ready work good and sufficient cause exists that renders it infeasible for Owner to complete that Make-ready within the prescribed timeframe. If Owner so deviates from the prescribed timeframe, Owner shall immediately notify, in writing, Licensee and other affected Existing Attachers and Joint Users, and shall include the reason for and date and duration of the deviation. Owner shall deviate from the agreed timeframe for a period that is no longer than necessary and will resume Make-ready work performance without discrimination when Owner returns to routine operations. Owner may not delay completion of Make-ready because of a pre-existing violation on an affected pole not caused by Licensee.
 - 2. If Make-ready is not completed by Existing Attachers by the dates specified in the Communications Space Notice, Owner, prior to the expiration of the period in which Make-ready was to be completed, may notify Licensee that it intends to exercise its right to complete all remaining Make-ready itself within an additional 15 days, and if the Make-ready remains unfinished at the end of the 15 day extension, Licensee may hire a contractor

to complete the Make-ready work, using an Approved Contractor, consistent with Article 4.J of this Agreement.

F. Approved Contractors for Survey and Make-ready.

1. Owner will create and keep up to date a reasonably sufficient list of Approved Contractors and will make the list available to Licensee. Owner shall include on its list of Approved Contractors, contractors that are approved by Licensee to perform work on its facilities. Such Licensee approved contractors shall be used by Owner or Existing Attachers whenever this Agreement or applicable law permits Owner or Existing Attachers to move Licensee facilities.
2. For any Application requesting Attachments for which Owner did not timely respond as required in Article 4.A., Licensee may hire an Approved Contractor to complete the Survey.
3. For any Application requesting Attachments for which Make-ready is required, and such Make-ready is not completed by the timelines set forth in Article 4.E and 4.G, Licensee may hire an Approved Contractor to complete the Make-ready: (a) immediately, if Owner has not notified Licensee that it is asserting its right to perform the remaining Make-ready and that it will do so; or (b) after 15 days has passed, if Owner has asserted its right to perform Make-ready work by the date specified in the Communications Space Notice, and has failed to complete such Make-ready.
4. If Licensee hires an Approved Contractor pursuant to this Article 4, Licensee will provide Owner with a reasonable opportunity for Owner or Owner's designee, at Owner's sole cost, to accompany Approved Contractor while it performs the work, and to consult with both the Approved Contractor and Licensee regarding the work. If an Existing Attacher hires an Approved Contractor to perform Simple Make-ready involving Licensee's facilities, Owner shall notify Licensee and require such Existing Attacher to provide Licensee with a reasonable opportunity for Licensee or Licensee's designee, at Licensee's sole cost to accompany Approved Contractor while it performs the work and to consult with both the Approved Contractor and Existing Attacher regarding the work. The Owner or Owner's designee may make final determinations, on a nondiscriminatory basis, where there is insufficient capacity and for reasons of safety, reliability, and generally accepted engineering purposes. Owner shall consider in good faith information provided by Licensee concerning whether work designated as OTMR requires Simple Make-ready or Complex Make-ready.
5. Licensee is liable for the work, acts or omissions of the Approved Contractors it hires and for all payment owed to such Approved Contractors. Licensee will indemnify, hold harmless and defend each member of Owner Group from and against any claims arising from or related to the Approved Contractor performing work on Licensee's behalf, the work itself or Licensee's failure to pay money it owes to the Approved Contractor, including Claims made by an Approved Contractor against any member of Owner group.
6. For all other work Licensee is to perform under this Agreement, Licensee may enter into an agreement with Approved Contractor to perform such work on Licensee's behalf, including work relating to Attachments: Transferring, Rearranging and removing Attachments.

7. Licensee is liable for the work, acts or omissions of the contractors it hires, and for all payment owed to such contractors for work performed on Licensee's behalf. Licensee will indemnify, hold harmless and defend each member of Owner Group from and against any Claims made by a contractor hired by Licensee arising from or related to the contractor performing work on Licensee's behalf, the work itself or Licensee's failure to pay money it owes to the Contractor, including Claims made by an Approved Contractor against any member of Owner group.
 8. Owner shall be responsible for any determinations it makes concerning third-party attached Make-ready work, including but not limited to determinations that such work qualifies as Simple Make-ready. Owner will indemnify, hold harmless and defend each member of Licensee Group from and against any Claims arising from or related to Owner's determination that third-party attached Make-ready work qualifies as Simple Make-ready.
- G. Completion of Make-ready. - Once all required Make-ready has been completed, the party completing the same will notify the other party of the completion within fifteen (15) days of completion of Make-ready on a particular pole. Such notice shall afford the other party at least ninety (90) days in which to inspect the Make-ready. Such noticed party shall then have fourteen (14) days after completion of the inspection to notify the party that performed the Make-ready of any damage to its equipment or code violations caused by such Make-ready. Such noticed party may then choose to either perform any necessary remedial work at the Make-ready performer's expense or require the Make-ready performer to fix the damage or code violation at its expense within fourteen (14) days. If a party that performed the Make-ready to accommodate another party's attachment, its final notice of completion will be accompanied by an invoice for all final Make Ready Costs, the same being due and payable within 30 days of the date of the invoice or the final remedial work, whichever is later. Owner will issue the approved Application for the Attachment upon receipt of payment for the Make Ready Costs or, if applicable, upon receipt of completion notice from Licensee. Licensee will neither make an Attachment nor begin work at Owner Facilities in furtherance of an Attachment until: (i) it has paid the Make Ready Cost; (ii) been notified by Owner that all Make Ready work has been completed or, if applicable, notified Owner that it has completed all Make Ready work; (iii) and has received approval of the relevant Application. Notwithstanding the foregoing, where Licensee in good faith disputes that the Make Ready Costs are reasonable or do not otherwise conform to the terms of this Agreement, it shall pay the amount of any undisputed Make Ready Cost and notify Owner in writing of the basis for disputing the remaining Make Ready Cost.
1. When Licensee has pre-paid for Make-ready, and subsequently hired an Approved Contractor to complete work not timely completed by Owner, then Licensee shall be entitled to a refund from the Owner or, if Licensee so chooses, a credit to the Licensee for that portion of work completed by the Approved Contractor.
- H. Attachment Completion and Identification of Attachment.
1. Licensee must complete its Attachment within 120 days of its receipt of an Owner-approved Application. Within 15 days after completion of the Attachment, Licensee will give written notice to Owner that it has completed its Attachment. If Licensee does not complete its Attachment within the 120 day period other than for reasons outside its control, the License granted for the Attachment will be automatically revoked upon the

expiration of the 120 day period. Licensee is not entitled to a refund of any Application Fee, Make Ready Survey Charge or Make Ready Costs if previously paid for the incomplete Attachment.

2. Each Attachment made after the date of this Agreement must have a tag or similar item affixed to it that clearly and conspicuously identifies Licensee as the owner of the Attachment and be done in a manner that allows Owner or its agents to readily identify from the ground that the Attachment belongs to Licensee.

I. Overlashing.

1. When Licensee intends to engage in Overlashing or to allow third party Overlashing, Licensee must give Owner at least 15 days' notice ("Overlashing Notice") using the form attached to this Agreement as Appendix A2. In limited circumstances, in which service requirements of Licensee make it impossible to provide the Overlashing Notice, Licensee shall provide notification of such overlashing as soon as possible thereafter, and in any and every instance within 15 days after the Overlashing has been completed, along with a statement as to the reason Overlashing Notice could not be provided.
2. Each instance of Overlashing and the equipment or facilities that are themselves overlashed to the Attachment must meet the Specifications listed in Article 7, and otherwise be used in accordance with all applicable legal requirements pertaining to the operation, commercial application, or purposes of the Overlashed Attachment.
3. If Licensee does not comply with any of the requirements of Article 4.1.2, Owner may treat the associated Attachments as Noncompliant Attachments subject to the provisions of Article 8.1.
4. Within 15 days after Overlashing has been completed, Licensee shall submit to Owner post construction notification, which shall include the location of the structure that was overlashed; identification of any Make-ready or additional Make-ready work; or otherwise certify that the poles affected by the Overlashing are within loading specifications and meet all governing specifications and shall provide any necessary and appropriate documentation.
5. Owner may, within 15 days of receiving post construction notification from Licensee, conduct an inspection of the affected Poles. If Owner decides to conduct such an inspection, Owner may do so at its own cost. The inspection may include loading analysis of the poles, if Owner deems necessary, in order to verify compliance with NESC and other applicable governing attachment standards. Owner will notify Licensee in the event it intends to conduct such an inspection and shall allow Licensee to participate in the inspection process. The utility has 14 days after completion of its inspection to notify the overlashing party of any damage or code violations to its equipment caused by the Overlash.
6. In the event that Owner determines that Licensee's Overlashing has resulted in any affected Pole exceeding any applicable pole loading standards, Owner shall provide a Make Ready Estimate to the Licensee. The Parties agree to engage in good faith discussions to avoid unnecessary or excessive Make Ready Costs. In any event, Licensee shall be responsible for payment of reasonable Make Ready Costs or repairs necessary to bring Poles affected

by Licensee's Overlashing into compliance with the NESC and applicable loading specifications.

- J. Non-Guyed Service Drops. - Licensee may attach a Non Guyed Service Drop to a Pole prior to submitting an Application for the Non Guyed Service Drop, provided the attachment of the Non Guyed Service Drop is made in accordance with the Specifications, and that Licensee submits an Application for the Non Guyed Service Drop within 30 days after its attachment. Any Non-guyed Service Drop that is placed by the Licensee on an Owner Pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement. The placement of Non-guyed Service Drops shall not alone create an absolute right to the space occupied by the Licensee.
- K. Vertical Unused Space. - Licensee, without following the Appendix A procedure, may utilize vertical unused space below its Attachment as defined in Article 2, Explanation of Terms, for terminals, risers, power supplies or other vertical Attachments if the existing Attachment on such Pole is authorized, such use does not interfere with the Owner's operations or the operations of other Licensees or Joint Users presently attached to the Pole, and such use complies with the terms of this Agreement (including the provisions of Article 3, Specifications). Any such attached facilities and Pole will be subject to all other provisions of this Agreement.
- L. Initial Post-Attachment Inspection. - Owner may, in its sole discretion, perform an inspection of each Attachment after its initial completion to see if it is in compliance with the Specifications listed in Article 3. Owner must perform any Initial Post-Attachment Inspection within 90 Days of receipt of Licensee's Completion Notice for the Attachment. If Owner decides to conduct an Initial Post-Attachment Inspection, Owner will: (a) notify Licensee of that decision; (b) give Licensee or its representative the opportunity to be present for the Initial Post-Attachment Inspection; and (c) invoice Licensee for the Owner's reasonable inspection costs ("Initial Post-Attachment Inspection Fee"). Licensee will pay the Initial Post-Attachment Inspection Fee within 30 days of the invoice date. If the Initial Post-Attachment Inspection reveals that an initial Attachment is a Noncompliant Attachment, the Noncompliant Attachment will then be subject to the Noncompliant Attachment provisions of Article 8.I.
- M. Non-interference. - Licensee will place and maintain its Attachments at its own expense and in such a manner so as to not interfere with work being performed by or service being provided by Owner, Joint Users or other attachers.
- N. Any Appendix A that contains only removal of Attachments is not subject to any fees.
- O. Both Licensee and Owner shall place, Transfer and Rearrange its own Attachments, and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. On existing Poles, each party will perform any tree trimming or cutting necessary for their initial or additional Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other party.

- P. The cost of making Attachments on existing Poles as provided herein, including the making of any necessary Pole replacements, shall be borne by the parties hereto in the manner provided in Article 8, Division of Costs.
- Q. Licensee's Attachment shall automatically be continued under the terms of this Agreement if any one of the following circumstances applies:
1. Licensee's Attachment was licensed under the terms of a prior Pole Attachment agreement; or
 2. Licensee had Attachments on the Pole—either licensed or unlicensed—as of the Effective Date.
- R. This Agreement may be used by the Licensee to install "wireless" equipment facilities to Owner Poles, so long as the equipment does not exceed Licensee's one-foot of space and does not interfere with the facilities of Owner or other Licensees attached to Owner's Poles.
- S. Except as provided for in Articles 12, Default and Termination, and 20, Term of Agreement, the Licensee shall have the right to Transfer its Attachments from an existing Pole to a new Pole installed as part of a road widening project and to continue joint use on such Pole pursuant to this Agreement.
- T. In an emergency, Owner may rearrange or temporarily remove Licensee's facilities attached to a utility pole and/or anchor.
- U. Temporary Attachments shall be allowed on Owner's poles for a maximum of 90 days for purposes of rebuilds, unless such attachments result in a violation of the NESC or otherwise create a hazardous condition.
- V. Upon written notice from Owner, Licensee shall promptly Re-arrange and/or Transfer its Attachments and/or Anchors as required by Owner to permit Owner to perform any routine maintenance, including replacement of worn or defective poles, guys, anchors, or appurtenances. Costs shall be borne by the parties hereto in the manner provided in Article 8, Division of Costs.
- W. When additional Make Ready work is required as a result of circumstances beyond either Party's control, including but not limited to storms, vehicular accidents, or public works projects, Licensee shall be responsible for the timely repairing, relocating, or replacing of its own facilities.

ARTICLE 5 - PLACEMENT OF NEW POLES

- A. Whenever Owner requires new Pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing Pole line, or in connection with the reconstruction of an existing Pole line, it will normally notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new Poles and the character of circuits it intends to use thereon and indicating whether or not such Pole facilities will be, in the estimation of the Owner, suitable for Licensee's Attachment. In case of emergency, the Licensee will preliminarily respond verbally on an expedited basis, describing, at least generally and with as much detail as possible, its planned initial Attachments. Within a

reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee will submit an appropriate Appendix A, as such may be required by Article 4, Establishing Attachments to Poles, above; however, Licensee shall not be subject to Application or inspection fees for such Appendix A. Should the Licensee fail to submit an Appendix A within fifteen (15) business days, and subsequently wishes to attach to new Pole facilities, Licensee must submit an Appendix A in accordance with Article 4, Establishing Attachments to Poles, including the payment of all applicable Application fees, inspection fees and Make Ready Costs.

- B. Each party shall place its own Attachments on the new Poles and place guys and anchors prior to tensioning strand to sustain unbalanced loads caused by its Attachments. Owner shall provide its normal initial right-of-way clearance on each side of the center line to the extent practicable, all right-of-way in excess of the normal swath to be borne by the party requiring the additional width. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE 6 - RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

While the Owner and Licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on Poles, the Owner does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the Owner's Poles, no liability on account thereof shall attach to the Owner.

ARTICLE 7 - MAINTENANCE OF POLES AND ATTACHMENTS

- A. The Owner shall maintain all Poles in a safe and serviceable condition and in accordance with the Specifications mentioned in Article 3, Specifications, and shall replace, reinforce or repair such of these Poles as become defective. Licensee acknowledges that Poles and related items carry hazardous voltages, deteriorate over time, and may contain various hazardous chemicals or properties. Licensee shall instruct and equip its personnel, including its employees, contractors and other agents, of the hazards associated with working on Owner's Poles and Licensee will provide necessary training and equipment for its representatives to safely execute their work on Owner's Poles. Licensee shall, prior to working on a Pole that contains non-compliant or unsafe conditions, promptly notify Owner of any existing substandard condition (either physical, mechanical or electrical, etc.), that jeopardizes either the general public or workman safety and Owner will cause the existing condition to be promptly corrected. Likewise, to the extent known by Owner, Owner shall notify Licensee of any material existing substandard condition on a pole to which Licensee is attached or has applied to attach. Licensee's workmen will not subject themselves or others to an unsafe condition. Licensee shall become familiar with the terms of the appropriate material safety data sheets, applicable to Poles or other facilities of Owner to which Licensee, its employees, contractors, or agent, may have access, and comply with such terms and all directions contained therein or otherwise required by state and federal law regarding the maintenance, replacement, and/or disposal of the Pole. Owner does not warrant, guarantee, or imply that any Pole, abandoned or not in active use by Owner, possesses sufficient mechanical strength as required by or for any use of Licensee.

- B. When replacing a Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new Pole shall be set in the same hole which the replaced Pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement Poles where risers (dips) are installed should be set as close as possible to the existing Pole. The Owner will make reasonable effort to conduct a joint field review or otherwise coordinate with Licensee to determine the location of the proposed Pole. Reasonable effort will be made to coordinate locations of risers and Non-guyed Service Drops with the locations of the power facilities serving the customer.
- C. Except for routine maintenance, make-ready or during restoration efforts after natural disasters, such as hurricanes, ice storms, etc., whenever it is necessary to replace or relocate an Owner Pole, the Owner shall, before making such replacement or relocation give reasonable notice thereof by way of the National Joint Utilities Notification System ("NJUNS") (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, which shall be no less than sixty (60) days, specifying in such notice the time of such proposed replacement or relocation and the Licensee shall at the time so specified, Transfer its Attachments to the new or relocated Pole. On highway relocation projects, the schedule for Transfers shall be consistent with the "utility adjustment schedule" and any subsequent revisions.
- D. Transfer of Licensee's Attachments by the Owner - In any case where it is mutually beneficial and agreeable by both parties, the Owner or its Contractors may Transfer the Attachments of the Licensee and the Licensee will reimburse the Owner such costs the Owner incurs in making such Transfers on behalf of the Licensee. When the Transfer can be accomplished concurrently with other work that the Owner is undertaking on the same Pole, the charges for such Transfers will be in accordance with pricing detailed in Article 7.D.4, or such other amounts as may be agreed to by the parties. The Owner or Owner contractor will perform such Transfers in a manner consistent with that level of care and skill ordinarily exercised by other utility professionals under similar circumstances so as not to damage or cause a disruption in the services provided by the Licensee. However, except in cases of Owner's negligence or willful misconduct, the Owner shall not be liable for any damages or disruptions in service that may occur as a result of Transfers made on behalf of the Licensee.
1. **Normally Scheduled Construction** - Approval for such Transfers made by the Owner on behalf of the Licensee during normally scheduled construction shall be obtained prior to making such Transfers and will be made on a project by project basis unless otherwise agreed upon.
 2. **Emergency Construction** - In such cases, in the judgment of Owner, a Pole requires immediate replacement due to a dangerous condition or conditions, the Owner or its contractors will replace the Pole and may Transfer the Licensee's Attachments without prior permission. The Owner shall use reasonable care to avoid damage to Licensee's facilities and shall notify the Licensee of such Transfer after work is completed. Under such circumstances, except in cases of the Owner's negligence or willful misconduct, the Owner shall not be liable for any damages or disruptions in service that may occur as a result of Transfers.
 3. **Facility Types To Be Transferred** - The Owner or its contractors will only Transfer

Attachments which require a bolt, clamp, or "J" hook either installed through the Pole or otherwise attached. All service wire Attachments to a single "J" hook shall be Transferred at the rate stated below. The hardware on the old Pole will be used to attach to the new Pole. The Owner or its contractors shall not supply any additional material in making Transfers of Licensee's Attachments.

4. **Pricing for Transfers** - When the Owner Transfers the Attachments of the Licensee in accordance with the above provisions, the price per Attachment Transferred will be as detailed below. The pricing for Transfers shall be effective with the execution of this Agreement. The costs in subsequent years shall be adjusted in accordance with the Handy Whitman Index, South Atlantic Region, Account 364. Multiple Attachment Transfers on a Pole will be billed on a per Attachment basis, not on a per Pole basis.

Costs to Transfer Licensee's Attachments Concurrently with Other Work by Owner

Duration	Cable Attachments	Service Drop
Contract start date to December 31, 2020	██████	██████

5. Should the Owner elect not to Transfer Licensee's facilities under the above terms, and should the Licensee fail to Transfer its Attachments to the new Pole after the date specified for such Transfer of Attachments ("Licensee Holding Over"), that being the later of the date specified for such Transfer of Attachments ("Licensee Transfer Date") and after all Obstructing Third-Party Transfers and Owner responsible Transfers have been accomplished, and the Owner does not elect to relinquish the ownership of the old Pole from which it has removed its Attachments as stated herein, the parties will have the following rights, in addition to any other rights and remedies available under this Agreement including rent for the additional months the Licensee remains on the Owner's old Pole: The Licensee shall also pay the Owner the following amounts until the Licensee has Transferred its Attachments and notified the Owner in writing or through NJUNS that the Transfer has been accomplished: (a) ██████ per Pole per month beginning with the 61st day after the Licensee Transfer Date and through and including the 240th day after the Licensee Transfer Date, (b) ██████ per Pole per month (instead of ██████) beginning with the 241st day after the Licensee Transfer Date. In addition, the cost incurred by the Owner to return to the job site and remove the old Pole will be paid equally by any and all Licensees Holding Over, having held over at any point during the transfer process noted in this section. Notwithstanding the above, Licensee shall not be subject to penalties or the cost of removal where Owner has not used the correct NJUNS member code, as provided by the Licensee to notify Licensee of the clearance to Transfer Attachments. In cases of Transfer requests with incorrect NJUNS member codes, the Licensee shall make reasonable efforts to route to the appropriate party. In the event the Licensee notifies the Owner that the Transfer has been accomplished and the Owner returns to the job site to remove the old Pole and discovers that the Transfer has not been made, then the Licensee will pay the Owner's cost of the trip to and from the job site. *The intent of this paragraph is to ensure timely Transfers and minimize situations of two (2) or more Poles needlessly remaining at the same location for extended periods of time.* The aforementioned provisions of this paragraph will only apply when Poles are installed in a manner consistent with Article 7.B.

- a. Transfer penalties shall not apply during the first six (6) months after the Effective Date of this agreement for outstanding Transfers for which Licensee has received appropriate notice prior to the Effective Date. Transfers identified during the Initial Inventory shall not be subject to the penalties above for the first six (6) months after notice to the Licensee.
- E. Each party shall at all times maintain all of its Attachments in accordance with the Specifications mentioned in Article 3, Specifications, and shall keep them in safe condition and in thorough repair. Licensee's Attachments shall be identified by the installation of markers on the first and last Pole Attachment on each Pole line and at every fifth Pole in between the first and last Poles. The color and shape of the marker shall be unique to Licensee. Licensee shall obtain Owner's approval of Licensee's markers prior to installation. Attachments previously in place on Owner's Poles shall be so identified by Licensee as regular or emergency work occurs or at the next system rebuild opportunity,
- F. Each party shall be responsible for right-of-way maintenance for its own facilities at its own expense.
- G. Any existing joint use construction of the parties hereto which does not conform to the Specifications mentioned in Article 3, Specifications, shall be brought into conformity therewith as soon as practicable. When such existing construction shall have been brought into conformity with said Specification, it shall at all times thereafter be maintained as provided in this Article.
- H. The cost of maintaining Poles and Attachments and of bringing existing joint use construction into conformity with said Specifications shall be borne by the parties hereto in the manner provided in this Agreement.
- I. Owner shall have the right to require the Licensee, within one hundred twenty (120) days after the Licensee Transfer Date (as defined in Article 7.D.5), either (a) to Transfer its Attachments from an existing Pole to a new Pole that is erected to carry the same or a similar service or Attachments that are on the existing Pole, or (b) to remove its Attachments from the existing Pole and terminate use as to the existing Pole, and the choice of option (a) or (b) will be the Licensee's. If neither the Owner nor the Licensee desires a Transfer, the Owner may elect to abandon the existing Pole as provided in Article 10, Abandonment of Joint Use Poles. In the case of any such Transfer, the costs of transferring the Licensee's Attachments will be paid by the Licensee.

ARTICLE 8 - DIVISION OF COSTS

- A. NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST. If Licensee has established use of Owner's Pole pursuant to Article 5.A, Placement of New Poles, above, the cost of erecting new Poles coming under this Agreement, to construct new Pole lines, or to make extensions to existing Pole lines shall be borne by the parties as set forth in this Article 8.A. Poles installed to accommodate a road improvement project shall be administered in a manner consistent with this Article 8, Section A. If Licensee's use of Owner's Pole is not established pursuant to Article 5.A, Placement of New Poles, above, the provisions of Article 4, Establishing Attachments to Poles will control.

1. In the case of a Pole larger than that required by the Owner, other Attachers, and any Joint User, the extra height or strength of which is due solely to the Licensee's requirements, the Owner shall pay all costs associated with the construction of a Pole satisfactory for the Owner, other Attachers and Joint User's needs and the Licensee shall pay to the Owner the remaining costs of erecting the Pole larger than that required by the Owner, other Attachers and the Joint User. If in connection with the construction of a Pole the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such Pole the applicable Pole will subsequently be included in the list of Attachments for annual billing purposes unless Licensee notifies Owner that it does not intend to make Attachment to the Pole. Licensee will secure its space on the applicable Pole by placing a tag indicating the future location on the Pole that is being reserved for Licensee's Attachment. If at a later date, Licensee determines that it will not make a permanent Attachment to the Pole, Licensee will remove its tag and provide Owner with a Notification of Attachment Removal and any billing of rent for such Attachment shall cease.
 2. A Pole, including all appurtenances or fixtures, erected between Poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the Owner and the Licensee, which it would have been unnecessary to erect if Licensee's attachments had not been made, shall be erected at the sole expense of the Licensee, or in the case on multiple Licensees and Joint Users on the Joint Pole, the cost shall be equally divided among all Licensees or Joint Users requiring the midspan Pole.
- B. PAYMENTS DO NOT AFFECT OWNERSHIP. Any payments for Poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of said Poles for which it has contributed in whole or in part.
- C. REPLACEMENT OF EXISTING POLES WITH LICENSEE ATTACHED. Where an existing Pole with Licensee's Attachments is replaced for reasons other than maintenance by a new one, the cost shall be divided as specified below. The replaced Pole shall be removed and retained by Owner.
1. A Pole satisfactory for the Owner's needs which can also accommodate the facilities of the Licensee shall be erected at the sole expense of the Owner. If without giving such advance notice, the Licensee places one or more Attachments on a Pole and thereby creates a violation of Article 3, Specifications, or otherwise renders the Pole unsuitable for joint use, or interferes with or causes violations of Article 3, Specifications, for the other attachers to the Pole, then the Licensee must pay the full cost of removing and replacing the Pole with a Pole of sufficient size to remedy the violation or render the Pole suitable for joint use, plus the cost of all Transfers and other work incident thereto.
 2. A Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Owner's requirements, storm hardening, or requirements as to keeping the Owner's wires clear of trees or other obstructions shall be erected at the sole expense of the Owner. The Owner shall bear the full expense of replacing or Transferring all the Owner's Attachments and the Licensee shall bear the full expense of replacing or Transferring all the Licensee's Attachments.
 3. In the case of a Pole larger than the existing Pole, the extra height or strength of which is due wholly to the Licensee's requirements including Licensee's requirements as to keeping

the Licensee's wires clear of trees or other obstructions, the Licensee shall pay to the Owner the Make-Ready Cost of the new Pole.

4. Except as to existing contracts, in the case of a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due to the requirements of both parties for additional space or the requirements for proper ground clearance or of public authorities or of property owners (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole shall be shared equally by the Licensee and the Owner, the rest of the cost of erecting such Pole to be borne by the Owner. All Parties shall replace or Transfer their own Attachments at their own expense.
 5. For purposes of this Article 8.C, the height and class of the Pole on which the Licensee has placed or places an Attachment shall be deemed satisfactory to the Licensee whether or not the terms of this Agreement have been satisfied.
- D. RESPONSIBILITY FOR POLES AND OWN ATTACHMENTS. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein. Owner shall be solely responsible for the ownership, installation and maintenance of such Poles, including obtaining any necessary easements and paying any fees or taxes relating to such poles. In no event shall Licensee be responsible for the correction or costs associated with a pre-existing code violation not caused by Licensee.
1. Attachments must be made to comply with applicable codes;
 2. Attachments should not worsen any existing violations; and
 3. Attachments should not be made in a way that hinders the correction of a violation.
- E. MAINTENANCE AND REPLACEMENT COSTS. The expense of maintaining Owner's Poles shall be borne by the Owner thereof except that the cost of replacing Poles shall be borne by the parties hereto in the manner provided elsewhere in this Agreement. Where the costs are shared by the parties, any costs not paid by Owner shall be excluded from the FERC accounts that are used to calculate the annual pole attachment rental fee.
- F. SERVICE DROPS. Where, with advance notice to Licensee and Licensee consent, an existing Pole is replaced by a taller one to provide the necessary clearance for the Licensee's Service Drop, then the Licensee shall pay to the Owner the installed cost of the new Pole and shall be responsible for Transferring of the Attachments on the existing Pole and the cost to remove the existing Pole, minus any salvage value.
- G. PAYMENT BASIS. Payments made under the provisions of this Article may be based on the estimated or actual cost as mutually agreed upon (including overhead) of making such changes but in no event, however, shall either party be required to pay for such changes more than 120% of the estimated cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.
- H. CORRECTIVE MEASURES. Subsequent to the Initial Inventory as specified in Article 11, Adjustment Payments, of this Agreement, within a reasonable time, not to exceed two (2) years after the Effective Date of this Agreement, the Owner may schedule, at its sole discretion and at a time convenient for both the Owner and the Licensee, a joint safety inspection to determine any Licensee-caused safety violations ("Initial Safety Inspection"). If the Owner and the

Licensee cannot agree on a convenient schedule, the Owner may, with sixty (60) days advance written notice to Licensee, proceed with the Initial Safety Inspection and the Licensee will be provided with the results and findings in a format to facilitate Licensee's verification of the findings. The parties will provide Existing Attachers and Joint Users with the notice and a reasonable opportunity to participate in the Initial Safety Inspection and in the correction of existing violations, consistent with the terms of their respective agreements and at the Existing Entity's or Joint User's expense. In the event a violation that poses an imminent danger to persons or property agreed to be caused by Licensee is discovered ("Imminent Danger Violation"), Licensee shall correct such violation immediately. Should Licensee fail to correct such violation after notice, the Owner may correct the violation and bill Licensee for the actual costs incurred. The cost of the Initial Safety Inspection shall be booked to the FERC accounts that are used to calculate the maximum permitted annual attachment rate using the FCC's formula. Licensee shall not be subject to any safety violation penalties pursuant to the Initial Safety Inspection provided that Licensee corrects any Non-Imminent Danger Violation caused by Licensee discovered during the Initial Safety Inspection within eighteen (18) months of the documentation and reporting of the unsafe conditions. Notwithstanding the foregoing grace period, in the event Owner or an Outside Party prevents Licensee from correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Licensee was unable to correct the violation due to such Owner or Outside Party's action. Licensee will not be responsible for the costs associated with violations caused by others, including Owner. Each party shall make its records available to the extent necessary to determine what party caused the violation. In all circumstances, the parties will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee's Attachments, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee shall insure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on Owner Poles, will be notified of pending, un-resolved Poles requiring corrective actions, prior to activities on such Poles, and Licensee shall not allow unqualified, or improperly equipped personnel to work on such Poles.

- I. Where the Licensee has less than 2,500 customers, consideration shall be given to the scope of work identified in the Initial Safety Inspection and additional time beyond eighteen (18) months, as may be mutually agreed upon by the Licensee and the Owner, may be granted to the Licensee to address Non-Imminent Danger Violations. During any extended time period the Licensee shall demonstrate good faith efforts to continue to correct safety violations. If the Owner and the Licensee have completed a joint safety inspection within two (2) years prior to the execution date of this Agreement, the Owner may consider, at its sole discretion, extending the schedule for the Initial Safety Inspection to commence on approximately the fifth anniversary of the initiation of the most recently completed joint safety inspection. Following the Initial Safety Inspection, and not more than once every five (5) years, Owner may perform periodic system-wide safety inspections of Licensee Attachments upon six (6) months advance written notice. Such notice shall describe the scope of the inspection and provide Licensee with an opportunity to participate. Licensee will pay a pro-rata share of the Owner's inspections costs and will incur its own costs to participate in such periodic safety inspections. The Licensee's pro-rata share of Owner's cost will be equal to the number of Licensee's attachments found in violation as a percentage of the total number of all violations discovered

during the Safety Inspection. If any Attachment of the Licensee is found to be a Non-Imminent Danger Violation of Article 3, Specifications, Owner shall promptly provide Licensee with Notice of such non-Imminent Danger Violation. Licensee shall have fifteen (15) days from receipt of such Notice of Non-Imminent Danger Violation to dispute that Licensee's attachment or the installation thereof is the cause of the violation. Any dispute of a Non-Imminent Danger Violation made by Licensee shall identify with specificity why Licensee disputes that it is the cause of the violation. If Licensee does not timely dispute that it is the cause of a Non-Imminent Danger Violation within fifteen (15) days, Licensee shall then have forty-five (45) days to correct any such violation. The Owner and Licensee may agree to a longer period within which the Non-Imminent Danger Violation will be corrected if correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. Should Licensee fail to correct such Non-Imminent Danger Violation within sixty (60) days of written notice from the Owner or within the alternative timeframe agreed to by the parties ("Correction Period"), Owner may correct such Non-Imminent Danger Violation and bill Licensee for the actual costs incurred. In the event an Imminent Danger Violation is discovered, Licensee shall correct such violation immediately, and in no case in more than twenty-four (24) hours. Should Licensee fail to correct such Imminent Danger Violation within twenty-four (24) hours after notice, the Owner may correct the violation and bill Licensee for the actual costs incurred. In all circumstances, the parties will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee's Attachment, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee will not be responsible for the costs associated with violations caused by others, including Owner. Licensee shall insure that its employees, agents, contractors or other Outside Parties, which Licensee causes to work on Owner Poles, will be notified of pending, unresolved Poles requiring corrective actions, prior to activities on such Poles, and Licensee shall not allow unqualified, or improperly equipped personnel to work on such Poles.

1. If any Attachment of the Owner is found to be in violation of Article 3, Specifications, and Owner has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Owner shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole and all Transfers or other work incident thereto.
2. If there exists a violation of Article 3, Specifications, and it cannot be determined whose Attachment has caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies. If a party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such party may elect to make such modification. Such a modification shall not relieve a party from sharing in costs if the party making the modification caused any deficiency that remains.
3. If one or more Outside Party's Attachment caused the violation, then such Outside Party shall pay the corrective costs incurred by all who have Attachments on the Pole, including for the Licensee, Owner and any other attachers; and the Owner will make reasonable effort to cause the Outside Party to make such payment.

- J. MAKE-READY WHEN APPENDIX A IS NOT REQUIRED. The Owner shall not be obligated to pay Make Ready Costs made necessary by any initial or additional Licensee Attachment for which an Appendix A is not required.

ARTICLE 9 - UNAUTHORIZED ATTACHMENTS

- A. If any Attachment made after the Initial Inventory is identified for which the Appendix A requirements (as set forth herein) have not been satisfied ("Unauthorized Attachment") (other than Overlapping), or if Licensee is found making Attachments for which an Appendix A is required after the Effective Date but prior to the Initial Inventory, then the Licensee shall pay to the Owner a sum equal to five times the current Annual Adjustment Payment per Unauthorized Attachment ("Unauthorized Attachment Fee"). In addition, the Owner, without prejudice to its other rights or remedies under this Agreement, may require the Licensee to submit within fifteen (15) business days of written notice from the Owner an Appendix A along with supporting engineering design data for each such Attachment, and upon review of such information, Owner may require the Licensee to make or pay for such modifications as may be specified by mutual consent of the parties or, if the parties in good faith cannot agree, as determined by a Referee pursuant to Article 19, Resolution of Certain Disputes, to comply with applicable safety codes and the terms of this Agreement. Nothing herein shall relieve the Licensee of its obligation to maintain Attachments at all times in conformity with Article 3, Specifications.
- B. No act or failure to act by the Owner, other than express authorization of the attachment, with regard to said unauthorized Attachment shall be deemed as the authorization of the Attachment; and if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by the Owner of any of its rights or privileges under this Agreement, or otherwise, provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized attachment from its inception.

ARTICLE 10 - ABANDONMENT OF JOINT USE POLES

- A. If the Owner desires at any time to abandon any Pole to which Licensee is attached, it shall give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such Pole, and Licensee shall have the option to purchase the pole. If Licensee chooses to purchase the Pole, it shall pay the Owner the then depreciated value in place of the Pole to the Owner. Owner shall further evidence transfer of title to the Pole by appropriate means. Credit shall be allowed for any payments which the Licensee may have made under the provisions of Article 8, Division of Costs, when the Pole was originally set, provided the Licensee furnished proof of such payment. Prior to relinquishing ownership of the old Pole and transfer of ownership, the Owner may elect to cut off and remove only that portion of the old Pole above the Licensee's Attachments that is in structural conflict with the Owner's power line route to the extent that the remaining pole structure remains compliant with governing specifications. Until such time as Licensee removes its facilities from the pole or Licensee purchases the pole pursuant to a purchase agreement, Licensee shall save harmless the Owner from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon.

- B. The Licensee may at any time abandon the use of a Joint Pole by removing any and all Attachments it may have thereon and by giving written notice thereof.

ARTICLE 11 - ADJUSTMENT PAYMENTS

- A. The Initial Inventory shall commence within one year of the Effective Date of the Agreement. Additionally, not more often than once every five (5) years, unless otherwise mutually agreed by the parties, subsequent inventories of Attachments shall be made by representatives of the parties to determine the number of Licensee's Attachments to Owner Poles. Owner shall provide six (6) months advance written notice of any such inventory describing the scope of the Actual Inventory so that Licensee may plan and budget for such Actual Inventory. The cost of the Initial Inventory and any subsequent Actual Inventory shall be reasonable and consistent with prevailing rates for such audits and Licensee shall have the right, but not the obligation to accompany Owner on any and all inventories, and shall be permitted to participate in the selection of any outside entity that will perform the Initial Inventory. Should the Owner and Licensee be unable to agree upon the selection of an outside entity to conduct the Inventory Licensee may hire a contractor and provide the results to the Owner. The Inventory results shall be presented in an electronic format acceptable to the Owner and compatible with Owner's mapping system. Licensee shall be responsible for all work and expense necessary to obtain an accuracy of not less than 97%, including any necessary rework whether performed by Licensee or Owner. The results of the Initial Inventory shall serve as the Actual Inventory until a subsequent Actual Inventory is completed.
- B. Unless prevented by the provisions of a third-party agreement, Actual Inventories shall include all Outside Parties attached to Owner's Poles. Where multiple Outside Parties are included in the inventory, all participating Outside Parties shall incur a prorated share of the cost of making the Actual Inventory. For a year in which there is no Actual Inventory, the number of Licensee's Attachments used in calculating the Adjustment Payments shall be based on the number of attachments on record as of December 31st of the year being invoiced.
- C. For a year for which there is an Actual Inventory, the Adjustment Payments provided for herein shall be based on the Actual Inventory; but there shall also be the adjustment provided for in the next section.
- D. For a year for which there is an Actual Inventory, the following adjustment shall be made:
1. The difference between the number of Licensee Attachments found by the Actual Inventory for the year in question and the number of Attachments for which Licensee was most recently invoiced for Adjustment Payments, shall be prorated evenly based on the assumption that such Licensee Attachments were added evenly over the period since the last Actual Inventory, and shall constitute an additional amount owed by the Licensee to the Owner, plus all applicable Unauthorized Attachment Fees.
 2. If the number of Licensee Attachments in the previous annual rental invoice is greater than the number of Licensee Attachments found by the Actual Inventory, then Licensee shall be entitled to a pro-rata refund from the Owner or a credit to the Licensee.
 3. Licensee shall be afforded a meaningful opportunity to challenge the Inventory findings.

- E. The applicable computation of payments and calculations as above provided shall be made on or about December 1st of each year for the current year's Adjustment Payments, each party acting in cooperation with the other.
- F. Adjustment Payments per Licensee Attachment due from Licensee to Owner shall be as determined from Appendix C.

ARTICLE 12 - DEFAULT AND TERMINATION

- A. Failure of either Party to comply with the provisions of this Agreement, including all appendices and attachments hereto, shall constitute a default, except in an event of Force Majeure.
- B. In the event either party deems an event of default has taken place and prior to engaging in the formal default provisions in this Agreement, written notice detailing the specific circumstances giving rise to non-compliance with provisions of this Agreement shall be provided and the respective management representatives of Owner and Licensee shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either party to meet.
- C. In the absence of resolution of the matter in accordance with Article 19, Section A, the aggrieved party may provide a notice of default to the other party in writing. Should such default continue for thirty (30) days after due notice thereof in writing describing the nature of the default, or where the default cannot reasonably be cured in such time, if Licensee shall not have undertaken good faith efforts to cure within thirty (30) days after due notice thereof, the rights under this Agreement may be suspended insofar as concerns the granting of future Attachments, except in the event that such alleged default pertains to a billing dispute. Upon receipt of such notice of default, the party alleged to be in default shall either work diligently and cooperatively with the aggrieved party to correct such default or present sufficient evidence that a default does not exist or is not the fault of the party alleged to be in default. If such default is due or is alleged to be due to the Licensee's performance or non-performance and such default shall continue for a period of ninety (90) days after such suspension, Owner may, at its sole discretion and option, terminate this Agreement and remove the Attachments of Licensee at Licensee's expense, and no liability therefore shall be incurred by the Owner because of any or all such actions except for Owner's sole negligence or willful misconduct. Notwithstanding the foregoing, the cure periods may be extended upon mutual agreement of the parties if a cure is not reasonably possible within the time frames specified above.
- D. Without limiting the effect of the provision of the immediately preceding paragraph, if after reasonable notice Licensee shall default in the performance of any work it is obligated to do under this Agreement without having reasonably disputed (from both a contractual and technical standpoint, as applicable, based on prevailing industry standards) the need for such work or Licensee's responsibility for such work, the Owner may elect to do such work, and the Licensee shall reimburse the Owner for the reasonable cost thereof. Owner shall notify the Licensee in advance of its intent to do the work and the approximate cost of doing such work. Failure on the part of the Licensee to dispute or make such a payment, as set forth in Article 17, Bills and Payment for Work, shall, at the election of the Owner, constitute a default under Section B of this Article 12.

- E. If the Licensee is in breach of this Agreement and fails to respond or address the breach event in a timely manner not to exceed thirty (30) days from receipt of Notice of such breach, the Owner may terminate the Agreement.
- F. In addition to any other rights of termination provided herein, Owner shall have the right to terminate non-compliant Licensee authorizations or rights granted hereunder where:
 - 1. The Licensee's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking; or
 - 2. The Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular pole or anchor covered by the authorization as determined in a final non-appealable decision; or
 - 3. The Licensee attaches to a utility pole without having first been issued authorization therefore; or
 - 4. The Licensee's facilities are used by others in a manner inconsistent with the Specifications set forth in Appendix R with Licensee's evident knowledge; or
 - 5. The Licensee sublets or apports part of the licensed Pole space to an entity not a party to this Agreement.
- G. The Owner will promptly notify the Licensee in writing of any instances cited in Article 12.F. Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Owner within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Owner within the stated time frame, the Owner may terminate the Attachment authorizations granted hereunder as to which non-compliance shall have occurred, except in the case of Licensee's Attachments or attached facilities being used for unlawful purposes or in aid of any unlawful act or undertaking, in which case Owner may terminate any and all Attachment authorizations granted to Licensee hereunder.

ARTICLE 13 - RIGHTS OF OTHER PARTIES

- A. If Owner, prior to the execution of this Agreement, conferred upon others, not parties of this Agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to, and/or reserve space on any of its Poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice and governing law; all future Attachments of such Outside Parties shall be in accordance with the requirements of Section B below, except where such Outside Parties have by agreements entered into prior to the execution of this Agreement acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Owner shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.
- B. In the event any Pole or Poles of Owner to which Licensee has made its Attachments would, but for the Attachments of Licensee, be adequate to support additional facilities for which

space was reserved in accordance with Section 1.B. herein by Owner, Owner's subsidiary or affiliate, prior to the placement of Licensee's Attachment on such Pole(s), then Owner shall notify Licensee of any changes necessary to provide an adequate Pole or Poles and the estimated costs thereof. Within sixty (60) days of such notice, Licensee shall remove its Attachments at its sole expense or reimburse Owner, on demand, for all reasonable costs incurred by Owner in making such changes.

- C. If Owner desires to confer upon others not parties to this agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Article 3, Specifications, and (2) such Attachments shall not be located within the space allocation of Licensee. Owner shall ensure that Outside Parties are aware of their obligation not to unlawfully interfere with or damage Comcast Attachments or facilities and of their liability for any damage caused to Comcast Attachments or facilities such Outside parties cause. Owner shall derive all of the revenue accruing from such Outside Parties.
- D. Except as to Joint Users already attached to Owner's Poles, any rights and privileges granted under this Article to others not parties hereto, Owner shall make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make-ready.
- E. Except as to Joint Users, and Outside Parties already attached to, or reserving space on, Owner's Poles, in no event will Licensee be responsible for any Make-ready or other costs incurred for the benefit of a Joint User or an Outside Party and such costs shall immediately be reimbursed to Licensee from such Joint User or Outside Party.
- F. The Owner will make good faith efforts to have the Licensee paid by a Joint User or an Outside Party in connection with a Joint User's or an Outside Party's Make-ready.

ARTICLE 14 - ASSIGNMENTS OF RIGHTS

- A. Except as otherwise provided in this Agreement, Licensee shall not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Joint Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the Owner, which consent shall not be unreasonably withheld or delayed, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the Licensee's right and obligation to assign the Agreement to any entity affiliated with Licensee and conducting a business of the same general character as that of Licensee, or to Licensee's corresponding reorganized entity pursuant to the terms of a plan of reorganization in connection with a bankruptcy proceeding with respect to Licensee, and/or its affiliates, or to mortgage any or all of its property, rights, privileges, and franchises, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, including subsection B below, Licensee may permit any corporation conducting a business of the same general character as that of Licensee, and

owned, operated, leased, or controlled by Licensee, by notice to Owner in writing, the use of all or any part of the space reserved hereunder on any Pole covered by this Agreement for the Attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such Pole by the permission as aforesaid of Licensee shall be considered as the Attachments of Licensee and the rights, obligations and liabilities of such party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

- B. Written consent of assignment from the Owner may be made contingent, at any point where consent of assignment is necessary, upon prior receipt of:
 - 1. New insurance certificates in the name assignee, and
 - 2. New security bonds in the name of the assignee, and
 - 3. Payment in full of all Licensee undisputed debts due to the Owner.
- C. For any assignment request made after the initial ten (10) year term of this Agreement, the Owner may make consent conditional upon the prior execution of a replacement Agreement with the assignee.
- D. Licensee's assignment of this Agreement or its rights hereunder shall in no instance absolve or relieve Licensee of any disputed debts due to Owner where such dispute arose prior to such assignment, which shall be resolved in accordance with Article 19 of this Agreement except where the assignee has agreed to be responsible for any debts due to Owner and such agreement is evidenced in writing to the Owner upon request.

ARTICLE 15 - WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 16 - PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said Joint Poles, and the taxes and the assessments which are levied on said Joint Poles shall be paid by the owner thereof, but any tax, fee, or charge levied on Owner's Poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE 17 - BILLS AND PAYMENT FOR WORK

- A. Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within ninety (90) days after the completion of such work an itemized statement of the costs. Upon request, the itemized statement shall be on a per pole basis within thirty (30) days of the initial statement, including but not limited to the labor rates and material costs and such other party shall within forty-five (45) days after such statement is presented dispute or pay to the party doing the work such other party's proportion of the cost of said work.
- B. All amounts to be paid by either party under this Agreement shall be due and payable within forty-five (45) days after receipt of an itemized invoice. Except as provided in Article 17.C

below, any payment not made within forty-five (45) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If a party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing party will write off and cancel the interest.

- C. A party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a party so disputes only a portion of a bill, then such party shall promptly pay the undisputed amount. In the event of such dispute, the parties shall meet, by telephone or in person, within ten (10) business days of a dispute being raised to discuss the disputed item and establish a procedure for addressing the disputed amount in accordance with this Agreement. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within forty-five (45) days of receipt of substantiation and determination of the correct amount.
- D. The fees specified in this Agreement shall be subject to an annual escalator equal to the change in the most recent twelve (12) month's Handy Whitman Index for the South Atlantic Region, Account 364, Poles, Towers and Fixtures.

ARTICLE 18 - NOTICES

- A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people, who from time to time may be changed by written notice:

Licensee Contact Information:



With a copy to:



Owner Contact Information:

NORTHWEST DIVISION
Operations Manager
2825 Penn Avenue
Marianna, Florida 32448

NORTHEAST DIVISION
Operations Manager
780 Amelia Island Parkway
Amelia Island, Florida 32034

- B. By written notice pursuant hereto a party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified

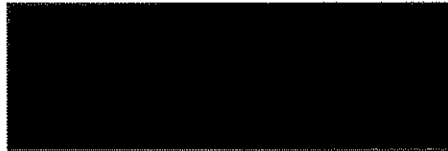
matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

- C. Response to any notice or Appendix A shall be made to the sender rather than to the person designated in Section A or B above.
- D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable and traceable electronic means, such as email or facsimile.
- E. A second copy of any notice given under Article 12, Default and Termination, or Article 20, Term of Agreement, written notice to the following people, who from time to time may be changed by written notice:

Licensee:



With a copy to:



Owner:

Buddy Shelley
Assistant V.P. of Electric Operations
780 Amelia Island Parkway
Amelia Island, Florida 32034
dshelley@fpuc.com
904-530-7058

- F. The parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

ARTICLE 19 - RESOLUTION OF DISPUTES

- A. In the event of a dispute regarding any compliance or non-compliance with the provisions of Article 3, Specifications, of this Agreement, including which party is responsible for any non-compliance and what corrective action, if any, is necessary or appropriate to remedy any such non-compliance, then the parties shall each arrange for a representative to make a joint field visit to the Pole location to investigate whether a violation exists and if so, any corrective action needed and the party or parties responsible. The parties will make a diligent and good faith

effort to resolve such disputes at the local level by the parties' respective local engineers and local managers.

- B. If the parties are unable to resolve any such dispute at the local level, then either party may submit the matter for resolution to a Referee for binding resolution. A matter will be submitted to the Referee by sending a letter (by mail, hand-delivery or facsimile) to the Referee, with a copy provided to the other party's representative who was involved in the attempt to resolve the dispute and the other party's representative designated pursuant to Article 18.A or Article 18.B, Notices, before or concurrently with the transmission of the letter to the Referee. The letter will include a summary of the dispute and will designate the party's "Contact Person" for the dispute. The other party will promptly respond with a letter similarly sent and copied that provides such party's summary of the dispute and designates such party's Contact Person for the dispute.
- C. If the parties mutually agree to do so, instead of proceeding under Section B above, the parties may submit any dispute to the Referee by jointly sending the Referee a letter that includes a summary of the dispute and designates each party's Contact Person for the dispute.
- D. The Referee will make such investigation as deemed appropriate in his or her discretion, which will include hearing from each party's Contact Person. The Referee may, but is not required to, engage in such other procedures or hearing as the Referee deems appropriate. The parties will cooperate with the Referee.
- E. The Referee will promptly issue a binding decision in writing to the parties, from which there will be no appeal. The party whose position is not upheld by the Referee (which determination may be made by the Referee if requested to do so) will be required to pay for the Referee's fees and expenses. If both parties' positions are upheld in part, they will share the Referee's fees and expenses equally. The parties agree to be bound to pay the Referee's fees and expenses as provided herein.
- F. The Referee will be appointed as follows:
 - 1. Each party will appoint an outside engineer and these two (2) engineers will appoint a third outside engineer or other qualified person to serve as the Referee.
 - 2. In the event that the two (2) engineers so appointed are unable within fourteen (14) days to agree upon a third outside engineer or other qualified person who is willing and able to serve as the Referee, then the Referee will be appointed as follows: Three (3) names will be blindly drawn from the list of persons then comprising the NESC committee whose work is most closely related to the dispute (e.g., Clearances Committee or Strength and Loading Committee), or such other group as may be agreed upon. Each party will strike one such name and the remaining person will serve as the Referee. If the parties strike the same name, then the Referee will be selected from the remaining two (2) names by coin toss. If the NESC committee member so selected is unwilling or unable to serve as Referee, then this procedure will be repeated (starting with the blind drawing of three different names as provided above) as necessary until a Referee is selected who is willing and able to serve as Referee. If all committee member names of the NESC committee first selected are exhausted without a Referee being appointed who is willing and able to serve as Referee, then the parties will repeat the above-described procedure with the next NESC

committee whose work is most closely related to the dispute, and so on until a Referee is selected who is willing and able to serve as Referee.

- G. Nothing herein shall preclude the parties from entering into any other mutually agreeable dispute resolution procedure or from changing by written agreement any aspect of the foregoing procedure. Without limiting the generality of the foregoing, the parties may by written agreement remove, replace or appoint a Referee at any time. Failure to fully and timely comply with this Article 19 shall constitute a breach of the Agreement.
- H. The parties agree, that if any dispute or problem in connection with the administration of this Agreement cannot be resolved at lower levels, communications between the following will be permitted and engaged in, in good faith on an expedited basis: Between a district manager or person who reports to the President/CEO/General Manager of an Owner and a district general manager for Licensee; and, if not resolved by them, between the President/CEO/General Manager of an Owner and the [General Manager] for the Licensee. If either Owner or Licensee reorganizes or changes titles, the equivalent person for such party shall perform the above functions. Notwithstanding the foregoing, neither party shall be precluded from seeking any other available legal remedy at any time.

ARTICLE 20 - TERM OF AGREEMENT

- A. This Agreement shall continue in full force and effect for ten (10) years from the Effective Date ("Initial Term") and shall automatically renew thereafter for successive one (1) year terms ("Renewal Term"). Either party may terminate the Agreement by giving to the other party notice in writing of intention to terminate the Agreement, at least six (6) months prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, this Agreement shall continue in full force and effect for all existing Attachments during any negotiations of the parties for a subsequent agreement.
- B. Upon termination of this Agreement in accordance with any of its terms, Licensee shall within one hundred and eighty (180) days remove all Attachments owned by Licensee from all Poles of Owner. If not so removed, Owner shall have the right to remove and dispose of all of Licensee's Attachments without any liability or accounting therefore. Licensee shall reimburse Owner for any and all costs incurred by Owner in the removal of Licensee's Attachments as detailed above. In the event that Licensee has not reimbursed Owner within forty-five (45) days of invoicing following Owner's removal of said Attachments, then Owner may pursue, without notice or demand to Licensee, one or more of the remedies contained in Article 12, Default and Termination, including making demand on the Security Instrument described in Article 22.E, Liability and Indemnification.
- C. Termination of this Agreement shall not relieve either Party from fulfilling any and all of its obligations that accrued while the Agreement was in effect.
- D. During the term of this Agreement or upon termination of this Agreement, each Party shall have reasonable access to those portions of the other Party's books, construction standards, and records, as may be necessary to resolve a material issue or concern regarding the other Party's compliance with its obligations under this Agreement. Such access will be granted upon reasonable notice and only during regular business hours.

ARTICLE 21 - EXISTING CONTRACTS

- A. All existing joint use or Pole Attachment license agreements between the parties, and all amendments thereto (hereinafter "Old Attachment Agreement") are by mutual consent hereby abrogated and superseded by this Agreement whether executed or assumed under an assignment.
- B. Nothing in the foregoing shall preclude the parties to this agreement from entering such supplemental operating routines or working practices as they agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE 22 - LIABILITY AND INDEMNIFICATION

- A. Licensee's use of the Owner's distribution Poles as provided for in this Agreement is not for the benefit of the Owner; rather, it is solely for the benefit of Licensee in carrying on its business of supplying the services authorized herein; and this Agreement is entered into with the explicit understanding that, except as set forth below, Licensee assumes sole responsibility for all injuries and damages arising, or claimed to have arisen, by, through or as a result of any of its cables, wires, antennas, conduit, appliances, equipment or facilities (or of a third-party over-lasher to Licensee's cables, wires, appliances, equipment or facilities or any assignee of Licensee's rights) attached to the Owner's Poles, equipment, or facilities, it being understood, however, that Licensee shall have no liability to the Owner for injuries and damages (a) caused by, through or as a result of the negligence of the Owner; or (b) caused solely by, through or as a result of the wanton misconduct of the Owner; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) attachers whose cables, wires, antennas, conduit, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, antennas, conduit, appliances, equipment or facilities.
- B. Accordingly, without limiting the effect of the provision of the immediately preceding paragraph, and except as set forth below, Licensee expressly agrees to indemnify, defend and save harmless the Owner, together with the Owner's officers, directors, members, shareholders, employees, contractors, and agents, as well as each of the Owner's affiliates and each of their respective officers, directors, members, shareholders, employees, contractors, and agents (collectively, the "Owner Group") from all claims, demands, actions, judgments, loss, costs and expenses, including but not limited to attorneys' fees, taxes, special charges or assessments, lost revenue claims, or penalties assessed pursuant to the Florida Public Service Commission Rule 25-6.034, Florida Administrative Code (collectively, "Claims") caused by, through or as a result of Licensee's cables, wires, antennas, conduit appliances, equipment or facilities attached to the Owner's Poles, equipment, or facilities, or as a result of the negligent acts or omissions, or the intentional or wanton misconduct of the Licensee or any of its contractors, agents, over-lashers or assignees, in respect to (a) damage to or loss of property (including but not limited to property of the Owner or Licensee) (b) injuries or death to persons (including but not limited to injury to or death of any Licensee employees, contractors or agents, or members of the public); (c) any interference with the television or radio reception of, or with the transmission or receipt of telecommunications by, any person which may be occasioned by the installation or operation of Licensee's cables, wires, appliances, equipment or facilities; (d) the proximity of Licensee's cables, wires, appliances, equipment or facilities to the wires and other facilities of the Owner; (e) any claims upon the Owner for additional compensation for use of its distribution rights-of-way for an additional use of the Licensee;

and (f) any injuries sustained and/or occupational diseases contracted by any of the Licensee's employees, contractors or agents of such nature and arising under such circumstances as to create liability therefore by Licensee or the Owner under any applicable Worker's Compensation law, including also all claims and causes of actions of any character which any such contractors, employees, the employers of such employees or contractors, and all persons or concerns claiming by, under or through them or either of them may have or claim to have against the Owner resulting from or in any manner growing out of any such injuries sustained or occupational diseases contracted; it being understood, however, that Licensee shall have no liability to the Owner for injuries and damages (a) caused by, through or as a result of the negligence of the Owner, Owner's contractor or agents; or (b) caused by, through or as a result of the wanton misconduct of the Owner; or (c) caused by, through or as a result of the facilities or activities of any third party (or parties) whose cables, wires, antennas, conduit, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities. For the avoidance of doubt, it is the intent of the parties that where fault is determined to have been joint or contributory, principles of comparative fault will be followed, and each party shall bear the proportionate cost of any losses attributable to such party's fault. In any matter in which Licensee shall be required to indemnify the Owner hereunder, Licensee shall control the defense of such matter in all respects, and the Owner may participate, at its sole cost, in such defense. The Owner shall not settle or compromise any matter in which Licensee is required to indemnify the Owner without the prior consent of Licensee.

- C. The Owner expressly agrees to indemnify, defend and save harmless Licensee together with the Licensee's officers, directors, members, shareholders, employees, contractors, and agents, as well as each of the Licensee's affiliates and each of their respective officers, directors, members, shareholders, employees, contractors, and agents (collectively, the "Licensee Group") from all Claims arising or claimed to have arisen by, through or as a result of the Owner's negligent acts or omissions or the Owner's intentional or wanton misconduct. Owner shall have no liability to the Licensee for injuries and damages (a) caused by, through or as a result of the [[negligence of the Licensee or its contractors or agents; or (b) caused through or as a result of the wanton misconduct of the Licensee or any of its contractors, agents, representatives or assignees. In any matter in which the Owner shall be required to indemnify Licensee hereunder, the Owner shall control the defense of such matter in all respects, and Licensee may participate, at its sole cost, in such defense. Licensee shall not settle or compromise any matter in which the Owner is required to indemnify Licensee without the prior written consent of the Owner.
- D. Damages Limitation. Neither party is liable to the other for any special, punitive or exemplary damages, or for indirect or consequential damages, such as damages for loss of anticipated profits or revenue or other economic loss, for any claim or cause of action arising out of or related to this Agreement, whether arising in contract, tort or otherwise, or for any grossly negligent, willful or fraudulent act or omission.
- E. INSURANCE - Licensee, and any contractors of Licensee, shall contract for and maintain in effect throughout the period during which Licensee maintains Attachments on any Poles owned by Owner, insurance which meets or exceeds the amounts set forth in subsections (1) through (3) below. Failure to provide and maintain the required insurance coverage shall constitute a Default under this Agreement, in which event Owner shall have the right to pursue

any and all of remedies set forth in this Agreement. Licensee shall provide certificates evidencing the required insurance policies to the Owner upon execution.

1. Worker's compensation insurance, with minimum limits of \$1,000,000, covering all employees of Licensee who shall perform any work on Poles or property owned or controlled by Owner, including easements and rights-of-way, whether or not such insurance is required by law. If any employee is not subject to the workman's compensation laws of the state wherein work is performed, Licensee shall extend said insurance to such employee as though said employee were subject to such laws.
 2. Commercial general liability insurance covering all operations under this Agreement, including erection, installation, maintenance, Rearrangement and removal of Licensee's Attachments, together with operation of mobile equipment other than vehicles licensed for use on public roadways, in an amount for bodily injury of not less than \$2,000,000.00 for one person and \$2,000,000.00 for each accident or occurrence and for property damage of not less than \$2,000,000.00 for each accident or occurrence.
 3. Automobile liability insurance on all self-propelled vehicles licensed for use on public roadways which may be used in connection with this Agreement, whether owned, non-owned, or hired, in an amount for bodily injury of not less than \$1,000,000.00 for one person and \$1,000,000.00 for each accident or occurrence and for property damage of not less than \$1,000,000.00 for each accident or occurrence.
 4. The policies required hereunder shall be issued by such carrier authorized to write policies in the State of Florida -and rated A-, VII or better by AM Best.
 - a. Owner, its board of directors, officers, and employees shall be shown as additional insured on each policy described under sections 2 and 3 above, only with respect to liability arising from Licensee's operation in conjunction with this Agreement; and
 - b. Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Owner, its board of directors, officers, employees, and agents for loss under the policies of insurance described herein; and
 - c. Licensee shall provide Owner with at least thirty (30) days written notice before any such insurance shall lapse; and each policy shall state notice of cancellation will be given in accordance with policy provisions; and
 - d. Licensee shall furnish Owner certificates evidencing such insurance within thirty (30) days of the Effective Date of this Agreement and shall provide Owner with copies of any renewal or replacement certificates promptly after they become available.
 5. Notwithstanding the above, if Licensee is authorized to operate as a self-insured entity under the laws of the State of Florida, Licensee may provide self-insurance to meet the requirements of this Article 22.D, upon terms and conditions satisfactory to Owner.
- F. SECURITY INSTRUMENT - Licensee shall furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond to guarantee the payment of any sums which may become due to Owner or an Owner Agent for Pole Attachment Rental Fees, inspections, inventories, Make Ready Costs, Unauthorized Attachment Fees, for work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement, for any expense that may be incurred by Owner or an Owner Agent because of any Default of Licensee,

or for any other expense that is to be borne by Licensee under this Agreement. This bond shall be reviewed annually, renewed where in default, and shall be furnished to the Owner at the time of payment of the annual pole rental invoice. The amount of said bond, which amount shall be maintained throughout the term of the Agreement and thereafter until all of the obligations of Licensee have been fully performed, shall be equal to [REDACTED]. The amount of the bond may, in Owner's discretion, be adjusted if Licensee purchases, acquires, or obtains a controlling interest in additional broadband or other facilities within Owner's service territory not currently covered by this Agreement which results in a significant increase in the number of Attachments or upon results of subsequent Attachment Surveys which result in an increase in the number of Attachments and Owner request in writing an increase or additional security to cover the increase. Any such adjustment shall not exceed [REDACTED] per new Attachment. Failure to provide and maintain the aforementioned bond shall be deemed a Default under this Agreement, in which event Owner shall have the right to pursue any and all remedies set forth in this Agreement and at law or equity. The furnishing of such bond shall not affect, limit, diminish or otherwise reduce any obligations of Licensee under this Agreement.

1. Following the completion of the Initial Safety Inspection, the correction of the identified violations, and if the Licensee is in material compliance with all other terms and conditions of the Agreement, the amount of the bond shall be adjusted annually to an amount not to exceed the last annual Pole rental invoice received by the Licensee.

ARTICLE 23 - CONSTRUCTION

Any disputes arising out of this Agreement shall be resolved in the state and federal courts of Florida or at the Federal Communications Commission or at the Florida Public Service Commission, depending upon the nature of the particular matter in dispute. Subject to applicable federal law pertaining to pole attachments, as regulated by the Federal Communications Commission, the execution, interpretation, construction, performance and enforcement of this Agreement, and the rights and obligations of the parties, shall be governed by Florida law, without regard to principles of conflict of laws.

ARTICLE 24 - REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

In witness whereof, the parties hereto have caused these presents to be executed in two counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

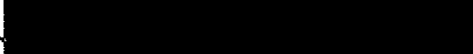
Owner

Licensee

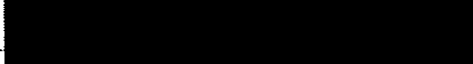
Signed: *David Shelley*

Signed: 

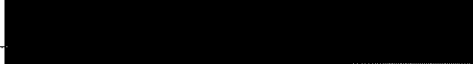
Name: David Shelley

Name: 

Title: AVP, Electric Distribution

Title: 

Date: 10/15/20

Date: 

APPENDIX A1 - ATTACHMENT REQUEST FORM

Licensee hereby requests permission pursuant to its Pole Attachment License Agreement to make new Attachment(s) to poles or remove Attachment(s) to poles as shown on the attached construction plans and drawings. The attached plans and drawings show the Poles Licensee desires to attach to, the number and character of Attachments proposed or to be removed, any Rearrangements requested with respect to existing wires, fixtures or apparatus, any relocations or replacements of existing Poles requested, the heights of all points of attachment, all mid-span clearances, and any new Pole placement requested. Should additional information be required by the Owner for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information. Licensee certifies that all rights-of-way, easements, permits, and consents have been obtained from the owner(s) of the property or properties on which the Poles being attached to are currently located or will be located. Payment for the fees is included with this request. The table below provides detailed information regarding this request.

LICENSEE				
Company		Number of Attachments	Added	
Project			Removed	
Request #		Overlap Notice Assoc. w/ this Appdx A1	Y	N
Request Date		Estimated Construction Dates	Start	
Name			Completion	
Signature		Fees	Application	\$
Phone			Inspection	\$
Fax			Design	\$
Email			Total	\$

Please advise Licensee as to whether or not these Attachments will be permitted and if necessary, provide an estimate for any additional costs that Licensee may be required to pay as Make Ready Work. If Make Ready Work is required, upon receipt of Owner supplied Make Ready Estimate the Licensee shall provide payment to Owner of the cost estimate or Licensee will not undertake to make these Attachments. Upon receipt by Owner of Licensee's payment of the estimated Make Ready Costs, the Owner will proceed with Make Ready Work.

Owner				
Response Date		Owner Make Ready Construction Required?	Yes	
Name			No	
Signature		Owner Make Ready Construction Estimate	\$	
Phone				
Fax		Permit #		
Email				
Request Response	Approved	Reason for denial		
	Denied			

APPENDIX A2 – OVERLASH NOTIFICATION FORM

Licensee pursuant to its Pole Attachment License Agreement hereby provides notice to Overlash cables affixed to poles, as shown on the attached construction plans and drawings. The attached plans and drawings show the Poles Licensee desires to Overlash, the number and character of Attachments proposed. Licensee certifies review of the heights of all points of attachment, all mid-span clearances, and additional information required for verification of compliance with the NESC or other applicable standards. Licensee certifies that all rights-of-way, easements, permits, and consents have been obtained from the owner(s) of the property or properties on which the Poles being attached to are currently located or will be located. The table below provides detailed information regarding this request.

LICENSEE			
Company		# of Poles to be Overlashed	
Project			
Notification #			
Notification Date		Estimated	Start
Name		Construction Dates	Completion
Signature			
Phone			
Fax			
Email			

APPENDIX A3 – SERVICE DROP NOTIFICATION FORM

Licensee hereby makes notification pursuant to its Pole Attachment License Agreement of Non-Guyed Service Drops added and/or removed during the past thirty (30) days.

Licensee Company		Representative Phone		Notification Date	
Representative Name		Representative Fax		Notification Number	
Representative Signature		Representative Email		Project	

Location (Address, etc.)	Pole # (if known)	# of SD's Added $\leq 6''$ of TBA	# of SD's Added with no TBA or $\geq 6''$ of TBA	# of SD's Removed	Date Removed/Installed

of SD's $\leq 6''$ of TBA - # of Non-Guyed Service Drops less than or equal to 6" from a Thru-Bolt Attachment

of SD's with no TBA or $\geq 6''$ of TBA - # of Non-Guyed Service Drops with no Thru-Bolt Attachment on pole or outside of 6" from a Thru-Bolt Attachment

APPENDIX C - CALCULATION OF ADJUSTMENT PAYMENTS

For Rental Periods 2018 – 2020 the Adjustment Payments shall be as indicated in the table below. Any overpayments for the years indicated below will be credited against any outstanding amounts due. Any excess amounts beyond the outstanding amounts due will be refunded:

Year	Adjustment Payment
2018	
2019	
2020	

Beginning with the year 2021, and every year thereafter, the Adjustment Payments will be determined by the applicable formula included in FCC rules and updated with the most current Owners data. On an annual basis and in lieu of an update of the Appendix C, the parties may agree to adjust the annual Adjustment Payment by applying the annual change for account 364 for the South Atlantic Region from the latest version (July 1 edition) of the Handy Whitman Index.

APPENDIX R - OWNER RULES AND PRACTICES FOR ATTACHMENTS

1. Licensee shall install and maintain its Attachments at its own expense.
2. Any unbalanced loading of Owner's Distribution Poles caused by the placement of Licensee's circuits shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Owner. Licensee may not place new guy attachments on Owner's anchors without Owner's prior consent. If mutually agreed between the Licensee and the Owner, Owner may install anchors and anchor rods, at Licensee's expense, with sufficient capacity for the Owner's and Licensee's guying attachments. When the parties agree to use a common anchor, Licensee shall re-install Owner's anchor rod bonding clamps on Owner anchors after installing guy attachments to the anchor.
3. A preliminary "ride through" of the proposed route of Licensee's communications facility shall be made by representatives of Owner and Licensee when necessary.
4. Licensee shall check and verify the condition of any Pole prior to climbing or performing work on it. If a Pole is deemed unsafe, Licensee must immediately cease all work on said Pole and notify Owner by telephone and in writing as soon as practicable.
5. All Attachments of new facilities shall be located on the same side of each Pole as any existing telephone or communications cable, or as otherwise designated by Owner unless otherwise agreed by the parties.
6. On Attached Poles where Owner has secondary conductors, all Attachments of new facilities shall be located on the same side of the Pole as the secondary conductors, or as otherwise designated by Owner.
7. Licensee shall cause all cabinets, enclosures, and messengers to be effectively grounded in accordance with the NESC and all revisions thereof. Licensee shall instruct its employees, contractors, and other representatives working on Owner's poles of the dangers associated with bonding its facilities to the Owner "vertical ground wire" and associated dangers thereof and shall provide adequate training and protective equipment so as to protect its employees, contractors, and other representatives from bodily harm. The Owner assumes no responsibility either for instructing Licensee's personnel or furnishing equipment to Licensee's personnel, or for any liability for Licensee's personnel working on Owner poles, except as provided for in the indemnity provisions of the Agreement.
8. Licensee shall install no power supply on any of Owner's Poles on which underground electric services, capacitor banks, sectionalizing equipment or voltage regulators are already installed.
9. No electrical service connection to a communications power supply shall be made or installed by Licensee until after Owner shall have completed inspection of an approved fused service disconnect switch or circuit breaker.
10. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
11. All Attachments of Licensee shall have at least two (2) inches clearance from unbonded hardware such as pedestals and any other enclosures containing equipment.
12. All of Licensee's Attachments shall comply with the more stringent of either Owner's or NESC clearance and separation requirements and shall be located on all new or transferred attachments a minimum of forty (40) inches below Owner's lowest attached facilities. On

Owner Poles supporting streetlights, Licensee's Attachments may be installed to comply with the NESC clearance requirements for the streetlight "drip loop", as long as Licensee's Attachment also maintains forty (40) inches from other Owner facilities on the Pole. All mid-span clearances between Licensee's facilities and Owner's lowest conductors shall comply with NESC clearance requirements.

13. Licensee may, with prior approval of Owner, install cross arms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any cross arm or alley arm brace above the arm that it supports.
14. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Pole and subject to the standards set forth in Article 3. Where a disparity exists between Owner's standards, Governmental requirements, the NESC, this Appendix R, or other written requirements in this Agreement, the most stringent shall apply.
15. In the event that any of Licensee's proposed Attachments are to be installed upon Poles already jointly used by Owner and another party(ies), Licensee shall negotiate with such other party/parties to determine clearances between its facilities and those of Owner and such other party/parties, except that Licensee may not in any way modify the clearance requirements set forth in this Agreement.
16. Guy markers shall be installed and maintained on all guys.
17. Wherever space is available or pursuant to bona fide plan of the Owner, the future installation of a transformer, underground cable riser, or other similar Owner equipment is likely, all new attachments will be made at least seventy-two (72) inches under the primary neutral. Clearances not specified in this rule shall be determined by reference to the National Electrical Safety Code. Licensee shall be notified of this plan in the Appendix A application process.
18. All anchors and guys shall be installed and in effect prior to the installation of any of the Licensee's messenger wires or cables. All anchors and rods shall be in line with the strain and shall be installed so that approximately six (6) inches of the rod remains out of the ground. Cutting of anchor rods to reduce anchor rod extension above the ground line is not permitted. The entire length of the anchor rod should be set in a straight line between the Pole attachment and the point where the rod attaches to the anchor. In cultivated fields or other locations, the projection of the anchor rod above earth may be increased to a maximum of twelve (12) inches to prevent burial of the rod eye. The backfill of all anchor holes must be thoroughly tamped the full depth.
19. Sidewalk guys shall be permitted by special exception only.
20. No Licensee guys may be attached to Owner guys (except grounding connections). Attachment of Licensee guys to Owner anchors shall be permitted only with approval by the Owner.
21. With respect to all communications-protective devices, Licensee agrees that Owner may construct all its facilities in accordance with "Grade C" construction as applicable under NESC Rule 242, Table 242-1, Footnote 7.

CAF Request Summary

General Info/Contract Terms	
CAF Type	Cable Division
Requester	[REDACTED]
Request Submitted On	08/11/20
Business Unit	Central Division
Contract Name	Florida Public Utilities Pole Attachment License Agreement
Counterparty	[REDACTED]
Contract Value	\$1,000,000
Professional Services Sourcing Contract?	No
Used an Unmodified Legal Provided Contract?	No
Binding Corporate Development Contract?	No

Brief Summary
<p>This is a pole attachment agreement with Florida Public Utilities, an investor-owned electric utility company doing business in the State of Florida. The agreement covers poles in Nassau and Jackson Counties in the Florida Region.</p> <p>The agreement was negotiated by [REDACTED]</p> <p>Main deal points include three year refund of pole rent of approximately [REDACTED]. The agreement contains standard pole attachment agreement language. One unique section concerns one-touch make ready. The language was vetted by the corporate law department. The contract contains limited liquidated provisions, but provides for proper written notice.</p> <p>Contract value over the ten-year term is [REDACTED]</p>

Approver Summary				
Title	Name	Status	Datetime (Eastern)	Comment
Law Dépt	[REDACTED]	Approved	08/18/20 04:06 PM	
Cable VP or Above	[REDACTED]	Approved	08/18/20 10:36 PM	
		Approved	09/11/20 03:58 PM	
Cable Finance SVP+	[REDACTED]	Approved	09/29/20 01:52 PM	