



RECEIVED-FPSC

2021 NOV 12 AM 10:40

COMMISSION
CLERK

November 10, 2021

Via Overnight Delivery

Office of Commission Clerk
Florida Public Service Commission
250 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
clerk@psc.state.fl.us

REDACTED

Re: **Request for Confidential Classification**
Docket No. 20210138-PU; Proposed Adoption of Rule 25-18.020, F.A.C.;
Commission Staff Data Request

Dear Sir/Ma'am:

On October 21, 2021, Commission Staff served a Data Request on Frontier Florida LLC ("Frontier") in the above docket. Question 11 of the Data Request seeks copies of "at least two of your company's attachments agreements that demonstrate the standard or general terms that are contained in these types of Agreements." In response to question 11, Frontier herewith files highlighted and redacted copies of its Joint Use Agreement with Tampa Electric Company, effective January 1, 2016 (the "Tampa Electric Agreement") and its Joint Use Agreement with Duke Energy Florida, LLC, effective November 12, 1974 (the "Duke Agreement"). Pursuant to 25-22.006, Fla. Admin. Code, and as explained in more detail below, Frontier requests confidential classification of the highlighted portions of the Tampa Electric Agreement and the Duke Agreement referenced below. These portions of the agreements concern confidential contractual data, and the disclosure of that data would impair Frontier's efforts to contract for goods and services on favorable terms. Accordingly, the highlighted portions of these agreements are protected from disclosure by Fla. Stat. § 363.183(3)(d).

COM _____
AFD _____
APA _____
ECO _____
ENG _____
GCL 1
IDM _____
CLK _____

With respect to the Tampa Electric Agreement, Frontier requests confidential classification of certain terms set forth on pages 1 (line 7), 4 (lines 15-17), 6 (lines 1-3 and 5-7), 11 (line 30), 15 (lines 1, 2, 4, 8-13, and 16-19), 18 (line 13), 19 (lines 6-24, 26-37), 20 (lines 1-13, 27-43), 21 (lines 1-2), and 23 (lines 14-15). Frontier has enclosed with this request a copy of the Tampa Electric Agreement with the confidential provisions highlighted, as well as two redacted copies of the agreement. The highlighted provisions represent confidential compromises that the parties made to resolve litigation between them and to continue their business relationship. These provisions cover the parties' pole space allocations, contract term, costing and pricing information, the manner and timing of attachment audits, treatment of confidential information, indemnification obligations, and insurance requirements. The disclosure of these

Office of Commission Clerk
November 10, 2021
Page 2

items would impair Frontier's ability to enter into other joint use agreements with public utilities and electric cooperatives on favorable terms. The material for which confidential classification is sought is intended to be and is treated by Frontier as private and has not been disclosed. The undersigned has confirmed with counsel for Tampa Electric that Tampa Electric also treats this material as private and has not disclosed it.

For the Duke Agreement, Frontier requests confidential classification of certain terms set forth on pages 2 (lines 25 and 28), 10 (lines 8-10, 22, 24, 25, and 27), 11 (lines 11-12), and 12 (lines 27-28 and 45) and Exhibits A (both diagrams) and B (p. 1, lines 6,-11, 13-14, 16-18, 20, 22, 25-27; p. 2, lines 6-16 and 18-19; and p. 3, lines 5-6 and 11). Frontier has enclosed with this request a copy of the Duke Agreement with the confidential provisions highlighted, as well as two redacted copies of the agreement. The highlighted provisions represent confidential compromises that the parties made as part of their continuing their business relationship. These provisions cover the parties' pole space allocations, costing and pricing information, and indemnification obligations. The disclosure of these items would impair Frontier's ability to enter into other joint use agreements with public utilities and electric cooperatives on favorable terms. The material for which confidential classification is sought is intended to be and is treated by Frontier as private and has not been disclosed. The undersigned has confirmed with counsel for Duke that Duke also treats this material as private and has not disclosed it.

Thank you for your attention to this matter. Please let me know if you have any questions or concerns.

Best regards,



Gregory C. Brubaker

Enclosures

cc: Allison Ellis (via electronic mail only)
Angie McCall (via electronic mail only)

Joint Use Agreement

Between

Tampa Electric Company

&

Verizon Florida LLC

Effective Date: January 1, 2016

Initial Term: 

CONFIDENTIAL

Table of Contents

	Page
1. DEFINITIONS	4
2. USE OF POLES FOR ATTACHMENTS	5
3. EASEMENTS AND RIGHTS-OF-WAY	6
4. SUBMITTING APPLICATIONS	6
5. THIRD PARTY ATTACHMENTS	8
6. SUBSEQUENT MODIFICATIONS	8
7. NATIONAL JOINT UTILITIES NOTIFICATION SYSTEM	9
8. ATTACHMENT IDENTIFICATION	9
9. PERMISSION TO OCCUPY	9
10. LAWFUL EXERCISE OF PERMISSION	9
11. DAMAGE TO FACILITIES	10
12. DIVISION OF COSTS FOR NEW POLES	10
13. INSPECTIONS	12
14. MAINTENANCE	13
15. DISCONTINUED USE BY POLE OWNER	13
16. UNAUTHORIZED ATTACHMENTS	13
17. NO OBLIGATION	14
18. RECLAMATION OF SPACE BY POLE OWNER	14
19. VOLUNTARY REMOVALS	14
20. PERIODIC AUDITS	15
21. PAYMENTS	15
22. DEFAULT	16
23. PERFORMANCE BY A POLE OWNER	16
24. BANKRUPTCY OF A PARTY	17
25. TERM AND TERMINATION	18
26. COSTS AND ATTORNEYS' FEES	19
27. INDEMNITY, LIABILITY AND DAMAGES	19
28. INSURANCE	19
29. LIENS	20
30. CONFIDENTIAL INFORMATION	20
31. NO AGENCY RELATIONSHIP	21
32. ASSIGNMENT	21

33.	NOTICE.....	21
34.	DISPUTE RESOLUTION	22
35.	APPLICABLE LAW AND VENUE.....	22
36.	FORCE MAJEURE.....	22
37.	NO THIRD PARTY BENEFICIARIES.....	22
38.	WAIVER.....	23
39.	MODIFICATIONS AND AMENDMENTS	23
40.	ENTIRE AGREEMENT	23
41.	SUPPLEMENTAL ROUTINES AND PRACTICES.....	23
	Exhibit A.....	24

TAMPA ELECTRIC COMPANY, a Florida corporation, hereinafter called "Tampa Electric", and **VERIZON FLORIDA LLC**, a Florida limited liability company, hereinafter called "Verizon" (Tampa Electric and Verizon each a "Party," and collectively the "Parties"), effective as of January 1, 2016, hereby enter into this Joint Use Agreement (the "Agreement").

WITNESSETH

WHEREAS, Tampa Electric is engaged in the business of providing electricity and other energy services to customers in certain areas within the state of Florida; and

WHEREAS, Verizon conducts its communication business in some of the same areas in Florida; and

WHEREAS, Verizon and Tampa Electric place and maintain some of their respective poles or pole lines upon or along highways, streets or alleys and other public or private places for the purpose of supporting the wires and facilities used in their respective businesses; and

WHEREAS, the Parties desire to cooperate in maintaining joint use of their respective poles when and where joint use of their poles shall be of mutual benefit; and

WHEREAS, the Parties desire to supersede and replace the existing Joint Use Agreement between the Parties dated February 17, 1961, as well as all amendments thereto; and

[REDACTED]
[REDACTED]
[REDACTED] and

WHEREAS, the desirability of joint use of particular poles is dependent upon the service requirements of each Party, including considerations of safety and economy, and each Party should determine, in its sole judgment, whether or not such service requirements can properly be met by the joint use of particular poles.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the terms and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

1. DEFINITIONS

- (a) "Agreement" means this Joint Use Agreement between Verizon and Tampa Electric as amended in writing from time to time.
- (b) "Applicable Construction Requirements" mean: a Pole Owner's written construction procedures and standards as may be revised from time to time in the Pole Owner's discretion; requirements and provisions of the National Electrical Safety Code ("NESC"); Occupational Safety and Health Administration ("OSHA") requirements; American Standards Association, ANSI requirements; and provisions of state and local governmental entities having jurisdiction. If differences in standards exist, the most stringent standard applies. Within thirty (30) days after the execution of this Agreement, each Party will provide the other with a copy of its written construction procedures and standards. Either Party may revise its construction procedures or standards. The Party making the changes will provide the other Party with thirty (30) days written notice of such changes and provide a written copy of the addition or changes of construction procedures and standards.

- (c) "Attachment" means lines, wires, cables, hardware, and other materials or apparatus now or hereafter used by either Party in the construction, operation or maintenance of its plant affixed to poles and attached by bolt, J-hook, band or other similar device. This definition does not include any wireless antennas, pole numbers, warning signs, or multi-grounded neutral connections, which shall not be assessed an annual rental rate.
- (d) "Basic Pole" for Tampa Electric means a forty foot (40'), Class 4 pole; for Verizon it means a thirty-five foot (35'), Class 5 pole.
- (c) "Emergency" shall mean any condition or occurrence beyond the reasonable control of the Pole Owner, including but not limited to traffic accidents, equipment failure or severe weather.
- (f) "Facilities" mean the wires, conductor, apparatus, and Attachments that a Pole Owner may give Joint User permission to install on a pole, or as may be redefined by the Parties in writing.
- (g) "Joint User" means the Party that has placed, or has the right under this Agreement to place, an Attachment on a pole owned by the other Party.
- (h) "Location Owner" means a person or entity, other than a Party, that owns or controls real property upon which a pole is located.
- (i) "Make-Ready" means any pole substitutions, additions, changes, rearrangement of facilities or other work required to accommodate a request to make an Attachment or to modify an Attachment.
- (j) "Pole Owner" means the Party in a particular circumstance that owns the poles which are used or requested to be used by Joint User.
- (k) "Service Drop" means a service line from a pole or a drop pole to an end user, which is affixed to the pole with a J-hook or other similar device.
- (l) "Third Party Attacher" is a person or entity, other than a Party, whose equipment is attached to a pole.

2. USE OF POLES FOR ATTACHMENTS

Each Party hereto permits joint use by the other Party of any of its distribution poles or transmission poles underbuilt with distribution power when brought under this Agreement as herein provided, subject to the terms and conditions herein stated.

- (a) With the exception of Service Drops, Joint User's use of a Pole Owner's poles is confined to Attachments for which the Pole Owner has given the Joint User permission in the manner set forth by Pole Owner to install. Except as expressly provided elsewhere in this Agreement, each Party will, at its own risk and expense, place, maintain, transfer, rearrange and remove its own Attachments and place anchors and guys to sustain unbalanced loads due to its Attachments. Each Party will perform such work promptly and in such manner as not to hinder or interfere with the operations of the other Party. Each Party will place separate anchors; however, when both Parties approve in writing, a Pole Owner may place an anchor rod suitable for joint use, and the Parties shall share the costs of the anchor rod equally.

- (b) Verizon Space. The vertical space on a pole for Verizon's Attachments. [REDACTED]
- (c) Tampa Electric Space. The vertical space on a pole for Tampa Electric's Attachments, including electric supply conductors and/or hardware. [REDACTED]
- (d) Vertical Runs and Equipment. The space allocation for each Party does not preclude a Party from using vertical runs or placing equipment such as pedestals, pole numbers, warning signs, multi-grounded neutral connections, or terminals on the lower portions of the pole.
- (e) Nothing in this Paragraph 2 shall restrict a Party to its space, so long as such Party's use does not conflict with Pole Owner's needs.
- (f) This Agreement does not allow Verizon to make Attachments to Tampa Electric transmission (69kV or higher) poles, other transmission structures, or poles installed solely for lighting purposes. Request for attachment to transmission poles or structures will be considered on a case by cases basis and, if allowed, will be subject to the terms and conditions of this Agreement in addition to any special terms and conditions applicable to the specific Attachment. Tampa Electric retains the right to demand removal of Attachments from transmission poles at any time in its sole discretion.
- (g) Joint User will not use its Facilities attached to a Pole Owner's poles for any unlawful purpose.
- (h) Any time work under this Agreement will be performed within or closer than forty inches (40") to the Tampa Electric Space, such work shall be performed only by Tampa Electric employees or qualified electric contractors on Tampa Electric's approved contractor list, which Tampa Electric will provide upon request.

3. EASEMENTS AND RIGHTS-OF-WAY

Except as to poles to which a Party's Attachments or Facilities have been affixed prior to the execution of this Agreement, each Party is responsible for obtaining its own easements, rights-of-way, permits and other property rights (collectively "property rights") from governmental entities and private landowners needed to construct, operate and maintain its Facilities on its poles and the poles of the other Party. In the event Joint User fails to obtain or maintain the necessary property rights, Joint User agrees to indemnify and hold Pole Owner harmless for any and all claims, damages, expenses, causes of action, or attorney's fees incurred as a result of such failure.

4. SUBMITTING APPLICATIONS

- (a) Application. Whenever the Joint User desires to place its Facilities on a Pole Owner's pole, it will make a written or electronic application to the Pole Owner for permission to do so. The application will be submitted in the form and manner prescribed by the Pole Owner, as may be amended from time to time in the Pole Owner's sole discretion.
- (b) Assessment. Upon receipt of an application, a Pole Owner may survey the poles covered by the application to determine whether sufficient space and strength is available to accommodate the

Joint User's requested Facilities and whether replacement or modification to the covered poles or existing Facilities on the covered poles will be required to accommodate the requested Facilities in accordance with Applicable Construction Requirements. If Pole Owner determines that sufficient space and strength is available, it shall return an approved application. If the Pole Owner determines that any such replacement or modification is required, it will return an estimate to the Joint User, within thirty (30) days of receipt of application with a list of the replacements or modifications it believes are necessary. Should the Pole Owner not be able to meet this timeline to provide the assessment or because of expedited service requirement of the Joint User, the Joint User may utilize a contractor acceptable to the Pole Owner to perform this function.

- (c) Payment of Estimates. If Joint User is willing to assume the reasonable and documented costs associated with such replacement or modification, Joint User shall return a copy of the estimate to Pole Owner, within fourteen (14) days of its receipt, reflecting Joint User's acceptance of such costs in the appropriate spaces thereon, and Joint User shall make payment of the estimated cost of the pole replacement or modification within thirty (30) days of receipt of the estimate. If Joint User elects not to proceed with the rearrangements or changes, Joint User shall reimburse Pole Owner the reasonable and documented cost of engineering in connection with preparation of the estimate.
- (d) Make-Ready and Construction. Pole Owner will notify Joint User upon completion of such work at which point Joint User may make its Attachments. Upon completion of construction by Joint User, Joint User will provide written notice to Pole Owner that the Attachments have been made.
- (e) True-Up Invoice. Within sixty (60) days after completing the make-ready work described above, the Pole Owner will send an itemized true-up invoice or credit to the other Party. The invoiced Party will pay the invoice within forty-five (45) days of receipt.
- (f) Joint User Pole Replacement. In the event that the Pole Owner cannot perform the necessary make-ready work in time to meet the Joint User's service commitments to its customers, Joint User may replace the Pole Owner's pole after receiving written approval by the Pole Owner. The Joint User will not retain ownership of the pole and will deface the ownership portion of the birthmark on the pole. The Pole Owner will tag the pole when the transfer is complete.
- (g) Follow-Up Field Inspection. Post construction inspection may be performed by the Pole Owner, and Joint User shall pay the reasonable and documented cost which will be included in the original make-ready estimate as outlined in Paragraphs 4(b) and 4(c) above. Post construction inspection must be performed within forty-five (45) days of written notice that the Attachment was made (as set forth in Paragraph 4(d) above) or no cost may be recovered by the Pole Owner.
- (h) Dispute Over Assessment. Any dispute over the Pole Owner's determination of the required rearrangements or changes will be handled in accordance with Paragraph 34 ("Dispute Resolution").
- (i) Service Drops. The Parties may attach Service Drops to all existing poles of either Party without prior notification, submission of an application, or the payment of an application fee, subject to any applicable laws and regulations and the Applicable Construction Requirements of this Agreement. The Joint User will submit on a monthly basis a written summary of the locations of such Service Drop Attachments.

5. THIRD PARTY ATTACHMENTS

- (a) A Pole Owner may grant to Third Party Attachments, by contract or otherwise, rights or privileges to use any poles covered by this Agreement, but any such rights or privileges granted to Third Party Attachments, whether granted prior or subsequent to the execution of this Agreement, will at all times and in all respects be subject and secondary to the primary rights of Tampa Electric and Verizon.
- (b) The Pole Owner will require each such Third Party Attachment, by contract or otherwise, to maintain its attachments at all times in conformity with the Applicable Construction Requirements.
- (c) Any Party who, by virtue of a Third Party Attachment's construction or modification, is requested to move its Facilities shall be responsible for coordinating with such Third Party for reimbursement of the costs associated with moving the Party's Facilities. Either Party may demand payment in advance for the construction or modification and withhold performance of such work for the benefit of a Third Party Attachment until payment is received.

6. SUBSEQUENT MODIFICATIONS

- (a) A Pole Owner will provide Joint User with thirty (30) days' written notice of any modification to the Pole Owner's pole(s) or Facilities to meet the Pole Owner's own service requirements. If such modification requires the rearrangement, relocation, or transfer of the Joint User's Facilities, Joint User shall complete such rearrangement, relocation, or transfer within said thirty (30) day period (or a different mutually agreeable time period). If Joint User does not rearrange, relocate or transfer its Facilities within thirty (30) days (or a different mutually agreeable time period), the Pole Owner may make the required rearrangement, relocation or transfer of Joint User's Facilities, and Joint User will reimburse Pole Owner for Pole Owner's reasonable and documented costs in making the rearrangement, relocation or transfer. If the attachment of a third party prevents Joint User from rearranging, relocating or transferring its Attachments, the thirty (30) day period will not start until each such third party attachment has been removed.
- (b) A Pole Owner must abide by the Applicable Construction Requirements of this Agreement when rearranging, relocating, or transferring the Joint User's Facilities.
- (c) In the case of an Emergency, a Pole Owner may perform such work in connection with the Joint User's Facilities as the Pole Owner reasonably and in good faith deems necessary to respond to the Emergency. Pole Owner will provide written notice to Joint User within seven (7) days of any such work.
- (d) When replacing a jointly used pole with vertical risers, terminals or other appurtenances requiring underground transfer, the new pole shall be set as close as possible to the existing pole to allow the Joint User to transfer risers without incurring additional costs.
- (e) If necessary and technically feasible, a Pole Owner, in the course of modifying its poles and/or Facilities, will modify its pole to add additional capacity to accommodate existing Attachments and/or an application by Joint User under Paragraph 4 ("Submitting Applications"). In such cases, the Joint User will bear an equitable portion of the total modification costs as per Paragraph 12 ("Division of Costs for New Poles").

7. NATIONAL JOINT UTILITIES NOTIFICATION SYSTEM

The Parties are required to use the National Joint Utilities Notification System ("NJUNS") or a mutually agreed-upon web-based electronic notification system, for all notification of rearrangement, transfer, removal or relocation of Attachments that is required by this Agreement.

8. ATTACHMENT IDENTIFICATION

Verizon shall identify any newly constructed fiber Facilities on Tampa Electric poles with tags that are mutually agreed by the Parties. Such identification tags shall be visible from the ground with the aid of binoculars. Fiber Facilities shall be tagged on Tampa Electric's poles as follows: every fifth (5th) pole; every dead-end pole; and every equipment pole. Verizon shall tag its existing fiber Facilities as it performs routine maintenance.

9. PERMISSION TO OCCUPY

Upon completion of the work required under Paragraph 4 ("Submitting Applications") (if any), a Pole Owner will grant Joint User written permission to install, maintain and use the Joint User's Facilities described in the application on the poles, subject to the terms and conditions of the application. The granting of such permission shall not be construed as warranting the scope of easement, right-of-way, or other property rights from Location Owner. The responsibility for ensuring proper scope of an easement, right-of-way or other property rights lies at all times with the Joint User. Nothing in this Agreement requires a Pole Owner to maintain a pole for longer than necessary to meet its own service needs.

10. LAWFUL EXERCISE OF PERMISSION

- (a) Joint User will complete the placement of its Facilities on the poles covered by each approved application within ninety (90) days of the grant of written permission, except that this time limit will be extended for an additional period not to exceed ninety (90) days if the delay is caused or contributed to by a governmental agency in issuing any necessary permit(s). In the event Joint User does not complete attachment of its Facilities within the prescribed time period, the permission granted by the Pole Owner may be revoked upon thirty (30) days' prior written notice to the Joint User except that Joint User may request additional time for completion of attachment and Pole Owner shall grant reasonable requests for extension of this time period. Approval of such requests shall not be unreasonably withheld, denied or delayed. In the event permission is properly revoked, Joint User will not have the right to install its Facilities without first reapplying for and receiving permission to do so.
- (b) A Pole Owner may require Joint User to suspend immediately, upon written notice, any work being performed or to be performed by the Joint User to its Facilities on poles covered by this Agreement whenever the Pole Owner reasonably and in good faith believes that such work is being performed or is to be performed in a manner contrary to the Applicable Construction Requirements of this Agreement, or which is likely to cause injury to persons or damage to property. The Joint User may not resume any such work until the Pole Owner has given its oral or written approval to do so, which approval may not be unreasonably withheld. Joint User's employees and contractors shall have a copy of the approved application, including the construction drawings, on the worksite at all times while working on or around Pole Owner's poles or pole lines (if an application is required by Pole Owner under Paragraph 4 ("Submitting Applications")).

- (c) Joint User shall construct, install, and maintain its Facilities at its own expense and in a safe and workmanlike condition and in complete and functional repair. In performing such construction, installation and maintenance, Joint User shall ensure compliance with Applicable Construction Requirements at all times.
- (d) Joint User shall ensure that its employees and contractors are knowledgeable of the Applicable Construction Requirements and other safe work practices in order to avoid dangerous conditions. Joint User expressly agrees to take all necessary steps to ensure that its employees and contractors are adequately supervised, trained, and qualified to perform the work properly and safely on Pole Owner's poles.

11. DAMAGE TO FACILITIES

Each Party will use a high degree of caution to avoid causing damage to the other's Facilities and equipment and will promptly report the occurrence of any such damage caused by its employees, agents or contractors, to the other Party. To the extent that it caused the damage, each Party agrees to reimburse the other Party for all reasonable and documented costs incurred for materials used and personnel used in making like-kind repairs or replacements to the damaged Facilities and equipment. In no event, unless specifically agreed-upon in writing otherwise, will a Party be required to reimburse the other Party for (i) upgrades to Facilities and equipment on or near the pole, pole line, or right-of-way, (ii) adders to materials used or personnel used in making repairs or replacements, (iii) the use of trucks or other equipment in making such repairs or replacements or (iv) overhead or collection charges. Neither Party will be liable to the other, or anyone claiming by or through the other, for any indirect, special, or consequential damages (as opposed to actual or direct damages). Neither Party will, or will permit anyone else to, rearrange, relocate, transfer or otherwise contact the other Party's Facilities unless such work or contact is performed in compliance with Applicable Construction Requirements and generally recognized safety requirements and by qualified personnel possessing all required licenses.

12. DIVISION OF COSTS FOR NEW POLES

- (a) The Parties will apportion and pay for the costs of erecting new poles, constructing new pole lines, making extensions to existing pole lines, or replacing existing poles due to damage or decay as follows:
 - (i) A Basic Pole, or a pole shorter or of less strength smaller than the Basic Pole (if it will accommodate the needs of both Parties), will be erected at the sole expense of the Pole Owner.
 - (ii) A pole taller or stronger than the Basic Pole, the extra height or strength of which is due wholly to the Pole Owner's requirements, will be erected at the sole expense of the Pole Owner.
 - (iii) In the case of a pole taller or stronger than the Basic Pole, the extra height or strength of which is due wholly to the requirements of Joint User, the Joint User will pay to the Pole Owner a sum equal to the difference between the cost, in place, of such pole and the cost, in place, of a Basic Pole. The remaining cost of erecting such pole will be borne by the Pole Owner, except as otherwise provided in Paragraph 6(d) ("Subsequent Modifications").
 - (iv) In the case of a pole taller or stronger than the Basic Pole, the extra height or strength of which is due to the requirements of both Parties, the Joint User will pay to the Pole Owner a

sum equal to one-half the difference between the cost, in place, of such pole and the cost, in place, of a Basic Pole, the rest of the cost of erecting such pole to be borne by Pole Owner.

- (b) If Joint User, solely for its own benefit, needs to place an interset pole in the Pole Owner's lead, the process, cost and ownership in connection with the interset pole will be as follows:
- (i) The Joint User will send written notice to a Pole Owner requesting the placement of the interset pole in the Pole Owner's lead. Within thirty (30) days of the notice, the Pole Owner will:
- (A) Accept the request. The Pole Owner will place the interset pole in its lead at Joint User's sole expense; or
- (B) Reject the request.
- (1) If Verizon, as Pole Owner, rejects a request, Tampa Electric may set the pole at Tampa Electric's sole expense.
- (2) If Tampa Electric, as Pole Owner, rejects a request, Verizon may set the pole at Verizon's sole expense using a qualified electric contractor from Tampa Electric's approved contractor list.
- (3) Ownership of a pole set under this Paragraph 12(b)(i)(B) shall remain with the Party in whose lead the pole was interset, and the Party exercising such rights under this Paragraph shall take such actions as are necessary to identify the pole as belonging to the other Party, including but not limited to rebranding.
- (ii) If a Pole Owner does not respond to Joint User's request for an interset pole within thirty (30) days, the Pole Owner will be deemed to have rejected the request, and the Joint User may proceed with the process listed in Paragraph 12(b)(i)(B) above.
- (c) When an existing pole is prematurely replaced with a new pole for reasons other than damage or decay solely for the benefit of Joint User, or in order to permit joint use, the reasonable cost of the new pole, as well as the cost of transferring Pole Owner's Facilities and removal of the replaced pole, less salvage value of the replaced pole, will be borne by the Joint User. The Pole Owner will remove and may retain or dispose of such pole.
- (d) Each Party will place, maintain, rearrange, transfer, and remove its own Facilities at its own expense, except as otherwise expressly provided in this Paragraph 12 or in Paragraph 4 ("Submitting Applications"). If practical, Pole Owner will transfer Joint User's Facilities at the time Pole Owner transfers its own Facilities, and Joint User will pay Pole Owner per Pole Owner for tangent transfers and Pole Owner's reasonable actual cost for any other transfers. If impractical, as determined in the sole judgment of the Pole Owner, Pole Owner will provide Joint User written notice of the need for transfer and Joint User will complete such transfer within a reasonable time not to exceed forty-five (45) days after receipt of written notice from Pole Owner. If special circumstances require Joint User to issue a work order to re-engineer facilities the Parties will mutually agree to extend the time period if needed. If Joint User does not complete such transfer within forty-five (45) days, or the mutually agreed upon extended time period for special circumstances, Pole Owner or a contractor approved by the Parties may complete the transfer and Joint User will pay the Pole Owner's reasonable actual cost for completing such transfer. This

Paragraph 12(d) pertains to transfers occurring after the effective date of this Agreement. The Parties will make a good-faith effort to complete all transfers submitted prior to the effective date of this Agreement within twelve (12) to eighteen (18) months of the effective date of this Agreement.

- (e) Neither Party may overbuild, under build, place or replace the other Party's poles or place poles within that Party's pole lead without prior, written permission from the Pole Owner.
- (f) In the case of an Emergency or car hit pole, Joint User may replace the Pole Owner's pole without prior, written permission but must notify the Pole Owner in writing within thirty (30) days of said replacement. For any such Emergency replacement, the Pole Owner will reimburse the Joint User for the Joint User's reasonable and documented costs in making the replacement. In addition, if Joint User replaces a pole due to a car hit, it will provide the Pole Owner with a copy of the police report, if available, when providing the written notice that the pole has been replaced. If the Party replacing the Pole Owner's pole fails to invoice for the cost of replacing the pole within one-hundred and eighty (180) days, or three-hundred and sixty (360) days in the event of major storm damage, of replacing said pole, the replacing Party forfeits its right to reimbursement.
- (g) Nothing in this Paragraph 12 precludes the establishment of other mutually agreed, written arrangements for the division of costs of joint use poles.

13. INSPECTIONS

All work performed by Joint User is to be performed in accordance with this Agreement and Applicable Construction Requirements. A Pole Owner possesses the right, but not the duty, to:

- (a) inspect each new installation of Joint User's Facilities on its poles as set forth in Paragraph 4(g) ("Submitting Applications"); and
- (b) make periodic inspections of Joint User's Facilities.
- (c) If, upon completion of any such inspections, the Pole Owner reasonably and in good faith determines that the Joint User has performed any new work in violation of the Applicable Construction Requirements, but that the work does not present an imminent danger to utility workers or the public or of damage to property, the Pole Owner will notify the Joint User in writing of the specific omissions, violations, and/or deviations. After receipt of such a written notice, the Joint User will correct said omissions, violations, or deviations within thirty (30) days or other mutually agreed upon time frame.
- (d) All existing Attachments that met the existing Applicable Construction Requirements in place at the time of attachment will be exempt from any new Applicable Construction Requirements. These grandfathered Attachments will be brought into conformity with the new Applicable Construction Requirements during routine maintenance or re-conductoring.
- (e) If, upon completion of any such inspections, the Pole Owner reasonably and in good faith determines that the Joint User has performed any work in violation of the Applicable Construction Requirements and that the work was performed in a manner that presents an imminent danger to utility workers or the public or of damage to property, the Pole Owner will provide both oral and written notification to the Joint User of the specific omissions, violations, and/or deviations, and the Joint User will make the necessary corrections immediately. If the Joint User fails to make any

necessary corrections to work which presents an imminent danger to utility workers or the public or of damage to property, the Pole Owner may make such corrections at Joint User's expense and the Joint User assumes any and all liability, costs and damages arising out of the violation or corrective work and agrees to indemnify and hold harmless Pole Owner from such liability, costs and damages except to the extent of Pole Owner's willful misconduct in performing such corrective work.

14. MAINTENANCE

- (a) Joint User will, at its own expense, maintain all of its Attachments in a safe condition and in thorough repair in accordance with the Applicable Construction Requirements. All existing Attachments will be grandfathered under the existing construction standards in place at the time of placement and will not be required to be brought up to the current construction standards until such time as Joint User performs any work on such facilities.
- (b) The cost of the original tree trimming, brushing and clearing required for the placement of a new pole line will be borne by the Pole Owner. All tree trimming and brush cutting in connection with the initial placement of Facilities on an existing pole line will be borne entirely by the Party placing the Facilities.
- (c) Unless the Parties otherwise mutually agree in writing, each Party will be responsible for any and all additional tree trimming and brush cutting related to its Facilities.
- (d) In the event of any service outage affecting both a Pole Owner's and Joint User's Facilities, both Parties will work in good faith to mutually agree on timely and reasonable restoration plans.

15. DISCONTINUED USE BY POLE OWNER

If a Pole Owner desires at any time to discontinue use of any of its poles and remove all of its Facilities, it must give the Joint User sixty (60) days' prior written notice, identifying with specificity the poles it intends to quit using. If the Joint User's Attachments are not removed within sixty (60) days, the Joint User will assume ownership of such pole(s) upon the receipt of documentation transferring ownership from the Pole Owner. The documentation required by this Paragraph 15 may be via letter identifying the location of the pole(s) and stating that ownership is transferred pursuant to this Paragraph 15. Thereafter, the Pole Owner will have no further responsibility or liability for such poles, and Joint User will hold harmless the Pole Owner from all obligations, liabilities, damages, costs, expenses or charges arising out of such poles. If Joint User is unable to remove its Attachments due to the acts or omissions of the Pole Owner or Third Party Attacher(s), the sixty (60) day period set forth in this Paragraph 15 will commence only when the acts or omissions have been corrected. This Paragraph 15 does not permit Joint User to remain attached to a pole being removed as part of a line relocation or underground conversion.

16. UNAUTHORIZED ATTACHMENTS

- (a) Except as otherwise expressly stated in this Agreement, Joint User does not have the right to place, nor will it place, any Facilities on poles without first making application to the Pole Owner as set forth in Paragraph 4 ("Submitting Applications").
- (b) If the Pole Owner finds that the Joint User has placed any new Facilities on the Pole Owner's poles without first making the required application and receiving permission to do so ("Unauthorized

Attachments”), excluding Service Drops as outlined in Paragraph 2(a) (“Use of Poles for Attachments”), the Pole Owner, without prejudice to its other rights or remedies under this Agreement, may, upon thirty (30) days’ written notice, require Joint User to remove the Unauthorized Attachments or to apply to the Pole Owner for authority to install the Unauthorized Attachments. Pole Owner, at its option, may create a permit application for any Unauthorized Attachments and Joint User shall pay all costs associated with normal permitting process as outlined in Paragraph 4 (“Submitting Applications”). If the Joint User has not removed the Unauthorized Attachments or applied for authority to place them within the sixty (60) day notice period, the Pole Owner may, upon seven (7) days’ written notice to the Joint User, remove the Unauthorized Attachments, and the Joint User will pay the reasonable costs incurred by the Pole Owner to remove such Unauthorized Attachments. Any Attachments identified in audits conducted prior to this Agreement will be considered as permitted.

17. NO OBLIGATION

Except as otherwise expressly stated in this Agreement, no use by Joint User of any pole under this Agreement will create or vest in the Joint User any ownership or property rights in the pole. Except as otherwise expressly stated in this Agreement, Joint User’s rights under this Agreement are and will remain a mere license. This Agreement does not require a Pole Owner to maintain any particular pole for a period longer than demanded by its own service requirements.

18. RECLAMATION OF SPACE BY POLE OWNER

If a Pole Owner has need of existing space which is being occupied by Joint User’s Facilities, the Pole Owner must submit a written request asking that the Joint User relocate its Facilities in accordance with Applicable Construction Requirements. If the Joint User is unable to make space available for the Pole Owner’s requirements, the Pole Owner will place a suitable pole to provide the space necessary for the Pole Owner’s additional attachments and the Joint User’s Facilities or make other arrangements at no cost to the Joint User. As typically the lowest attacher on a pole, Verizon requires a minimum of eighteen feet (18’) of ground clearance and will not be required to violate that standard. If Tampa Electric allows Verizon to attach Facilities to Tampa Electric’s transmission poles pursuant to Paragraph 2(f) (“Use of Poles for Attachments”), Verizon shall move or remove its Facilities at its own expense upon notification by Tampa Electric of the need to reclaim space occupied by Verizon’s Facilities.

19. VOLUNTARY REMOVALS

- (a) Joint User may, at any time, elect to permanently remove its Facilities from any of the Pole Owner’s poles. In such case, the Joint User will provide the Pole Owner notice of removal in the form and manner prescribed by Pole Owner.
- (b) Pole Owner may limit any single notice of removal to one-hundred (100) poles. Pole Owner may, within thirty (30) days of receipt of such notice, perform reasonable quality control work on any such removal notice, including but not limited to electronic data analysis and field inspection, for the purposes of ensuring (i) that poles are not submitted in duplicate, (ii) that Pole Owner’s records reflect joint use of any pole submitted, and (iii) that Joint User’s Facilities have been removed from such poles. Joint User shall reimburse Pole Owner for the reasonable cost of any such quality control work in connection with a notice of removal that contains a material error unless such error was caused by the Pole Owner or a third party.

- (c) In the event a notice of removal is determined by Pole Owner to contain error with respect to [REDACTED] or more of the poles, the notice of removal may be rejected in its entirety and returned to Joint User for correction and resubmittal. Pole Owner shall accept any notice with an error rate less than [REDACTED].
- (d) Upon acceptance of a notice of removal, the Pole Owner shall adjust its records for purposes of the next ensuing billing period.

20. PERIODIC AUDITS

- (a) [REDACTED] Joint User agrees to bear a pro rata share of all reasonable and documented costs incurred by Pole Owner, solely attributable to the identification and documentation of Joint User's Attachments, based on the number of poles to which Joint User is attached. [REDACTED]
- [REDACTED] If the Joint User discovers in its quality review of the audit data an error rate in the data exceeding [REDACTED] (for example, the audit data misidentifies Joint User as being attached to a pole or the audit data misidentifies Joint User as not being attached to a pole) the Joint User shall so notify Pole Owner and, after inspection of the errors, adjust the audit results accordingly. The Joint User has forty-five (45) days to review the audit data sets, unless the Parties mutually agree to extend the time period. After forty-five (45) days, or the mutually agreed upon extended time period, it will be deemed that the Joint User has accepted the audit results of that data set.
- (b) The Parties shall use the results of each subsequent audit to adjust the pole count records. In the event an audit reveals that Joint User is attached to a greater number of Pole Owner's poles than reflected in the previous pole count records, Joint User shall pay Pole Owner true-up joint use rentals for the interim years. This true-up shall be calculated by determining the difference between the current and previous actual number of joint use poles for which a Party is a Joint User as determined from the previous pole count records and the new inventory. Any differences will be prorated evenly over the years since the last inventory (not to exceed five (5) years), and the Parties will true-up the billings using the rental rate, along with interest at the Florida Statutory Rate, in effect for the respective year in which the differences are allocated. Each Party shall owe true-up rentals to the other only as Joint User. Pole Owner shall not owe true-up rentals to Joint User if the audit reveals that Joint User is attached to a lesser number of Pole Owner's poles, unless the discrepancy results from Pole Owner's failure to properly reflect removals in its pole count records. The Party to whom net true-up rental payments are owed shall invoice the other Party accordingly.

21. PAYMENTS

- (a) Joint User will pay to the Pole Owner an annual rental rate per pole in the amounts set forth in Exhibit A of this Agreement. The Party to whom net joint use rental payments are owed shall invoice the other Party in arrears each month (on or around the fifth (5th) day of the month) for one-twelfth (1/12) of the applicable annual rental rate per pole setting forth the number of joint use poles owned by each Party and stating the net rental amount due for the previous month.

- (b) All other charges to Joint User, such as make-ready and inspection charges, will be equal to the reasonable and documented costs incurred by Pole Owner.
- (c) All amounts payable by one Party to another under this Agreement shall, unless otherwise specified, be payable within forty-five (45) days from the billing date. Balances or portions thereof which remain unpaid after forty-five (45) days will be subject to interest on the past due balance at the Florida Statutory Rate (accrued from the billing date). Late payment interest charges shall be included on the next statement. If a portion of an invoice is disputed, the disputing Party shall pay the undisputed portion pending resolution according to the dispute resolution process set forth in Paragraph 34 ("Dispute Resolution").

22. DEFAULT

Unless cured within any applicable time period set forth in this Agreement and subject to Paragraph 23(c) ("Performance by a Pole Owner"), the occurrence of any of the following will constitute a material, substantial breach and default of this Agreement ("Material Default"):

- (a) The failure by a Party to make any payment required of it when payable, if such failure continues for thirty (30) calendar days from the date of written notice of delinquency by the other Party;
- (b) The assignment, subletting or transfer of any interest under this Agreement in violation of Paragraph 32 ("Assignment");
- (c) The failure of a Party to procure or maintain any insurance required under Paragraph 28 ("Insurance");
- (d) The occurrence of any of the events set forth in Paragraph 24 ("Bankruptcy of a Party");
- (e) The failure by a Party to meet its obligation under Paragraph 27 ("Indemnity, Liability and Damages") of this Agreement;
- (f) Any material violations of this Agreement, including, but not limited to, violations of Paragraph 11 ("Damage to Facilities"), Paragraph 29 ("Liens"), and Paragraph 30 ("Confidential Information") of this Agreement.

23. PERFORMANCE BY A POLE OWNER

- (a) Except as otherwise expressly stated in this Agreement and subject to the Applicable Construction Requirements, a Pole Owner has the right to maintain its poles and to operate its Facilities on its poles in such a manner as will best enable it to fulfill its own service requirements.
- (b) If Joint User does not perform any work it is obligated to do under this Agreement within the required time period, the Pole Owner may elect, following written notice to the Joint User, to perform, or have performed, the required work. The Joint User will be responsible for the actual reasonable and documented costs incurred by the Pole Owner in performing such work or having it performed, and the Joint User will indemnify and hold the Pole Owner harmless for any claims and demands of third parties arising out of such work. Joint User will pay actual reasonable and documented costs to the Pole Owner for performing such work within thirty (30) days upon receipt of a detailed invoice.

(3) In the event that this Agreement is assumed in accordance with this Paragraph 24 and thereafter debtor is liquidated or files a subsequent petition in bankruptcy under Chapter 11 of the Bankruptcy Code, the non-defaulting Party may, at its option, terminate this Agreement and all right of debtor hereunder by giving debtor notice of election ~~to~~ to terminate within thirty (30) days after the occurrence of either of such events.

(d) Assignment of Agreement.

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

25. TERM AND TERMINATION

- (a) This Agreement is effective as of the Effective Date, and will continue in full force and effect for an initial term of [REDACTED] (“Initial Term”), unless earlier terminated for reasons of default.
- (b) Except as otherwise set forth in this Agreement, in the event of a Material Default by either Party, in addition to all other rights and remedies which the non-breaching Party may have in law or equity, the non-breaching Party may terminate this Agreement by giving the breaching Party thirty (30) days’ prior written notice of said termination which specifies the breach(es). In the event this Agreement is so terminated, the non-breaching Party will not be liable to the breaching Party or any other person or entity for any losses, damages or claims which may arise as a result of said termination.
- (c) After the expiration of the Initial Term of this Agreement, either Party may terminate, upon six (6) months’ notice in writing to the other Party in accordance with Paragraph 33 (“Notice”), the right to make new Attachments. Any termination of this Agreement will not, however, abrogate or terminate the right of either Party to maintain the permitted Attachments that exist at the time of termination, and all such Attachments will continue to be maintained in accordance with the terms of this Agreement, which Agreement will, so long as said Attachments are continued, remain in full force and effect solely for the purpose of governing and controlling the rights and obligations of the Parties with respect to said Attachments.
- (d) The Parties specifically agree that the annual rental rate methodology in Exhibit A will continue even in the event of termination of this Agreement by either Party. However at the end of the Initial Term, the Parties must follow Paragraph 2 of Exhibit A in determining a pole rental rate going forward.
- (e) Any termination of this Agreement will, likewise, not release either Party from any liability or obligation hereunder, whether of indemnity or otherwise, which may have accrued or which may be accruing or which arises out of any claim that may have accrued or may be accruing at the time of termination.

26. COSTS AND ATTORNEYS' FEES

If either Party brings any action for any relief against the other, declaratory or otherwise, for the breach of, or to enforce, any provisions of this Agreement, the losing Party must pay the prevailing Party's reasonable attorneys' fees and court costs.

27. INDEMNITY, LIABILITY AND DAMAGES

[REDACTED]

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

28. INSURANCE

(a) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

(b)

(c)

(d)

29. LIENS

Joint User and its contractors must keep the Pole Owner's poles free from any statutory or common law lien arising out of any work performed, materials furnished or obligations incurred by the Joint User, its agents or contractors. Joint User will defend, indemnify and hold the Pole Owner harmless from and against any such liens, claims or actions, together with costs of suit, and reasonable attorneys' fees incurred by the Pole Owner in connection with any such claim or action. In the event that there is recorded against any pole any claim of lien arising out of any such work performed, materials furnished or obligations incurred by the Joint User or its contractors and such claim of liens is not removed within thirty (30) days after written notice is given by the Pole Owner to the Joint User to do so, the Pole Owner may pay and discharge said lien without regard to whether such lien is lawful, valid or correct. Joint User will, within thirty (30) days after written notice from the Pole Owner, reimburse the Pole Owner for any such claim paid by it.

30. CONFIDENTIAL INFORMATION

31. NO AGENCY RELATIONSHIP

Nothing contained in this Agreement may be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the Parties hereto other than the relationship of Pole Owner and Joint User.

Each Party hereby declares and agrees that it is an independent entity and is not an agent, employee or representative of the other Party. Each Party further agrees throughout the term of this Agreement that no contractor, employee, agent, representative or officer of such Party may represent to any third party that he/she is an employee, agent or contractor of the other Party and that such Party's employees, agents and contractors will conduct themselves in a professional manner and properly identify their name and company name when called upon to do so by any third party who has a right to know (e.g., Location Owners, Third Party Attachments, governmental entities and agencies, law enforcement personnel, employees or agents of the other Party). Each Party is and will remain solely responsible for compliance with all applicable laws governing employment and for such Party's own acts and those of its employees, agents and contractors during the performance of obligations under this Agreement.

32. ASSIGNMENT

A Party may not, without the prior written consent of the other Party, assign, transfer, or sublet this Agreement or permit any other person or entity to use any of its Facilities placed in or on a Pole Owner's pole. Any attempted assignment in contravention of this Paragraph 32 shall be null and void. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon the respective heirs, administrators, executors, successors and assigns of the Parties hereto. In the event of any change in ownership or control of a Party or in the event of a sale of the assets relating to this Agreement, this Agreement may be assigned without consent; however, such Party shall provide written notice to the other Party of such change in ownership or control no later than the effective date of such change. The Party to whom notice is provided may make reasonable inquiries to the other Party concerning the change in ownership or control, which shall be answered in a timely manner.

33. NOTICE

Notice by electronic mail or other electronic means (such as through NJUNS) is generally suitable for all operational purposes under this Agreement (such as, for example, notice of transfers). For other purposes in this Agreement where notice is provided or required to be given by either Party hereto to the other (such as, for example, notice of default or termination), such notice is to be in writing and transmitted by mail or by personal delivery to Tampa Electric at P.O. Box 111, Tampa, FL 33602, Attention: Joint Use Administrator, with a copy to Legal Services at the same address, and to Verizon at its office at Contract & Joint Use Administration, 7701 E. Telecom Pkwy, MC FLTDSA3, Temple Terrace, FL USA 33637, or to such other address as either Party may from time to time designate in writing for that purpose.

Notice will be deemed received five (5) days after deposit into the United States mail, one (1) day after delivery to an overnight courier, on the day of personal delivery, or on the day electronic communication is transmitted as applicable.

34. DISPUTE RESOLUTION

In the event a good faith dispute arises between a Pole Owner and Joint User regarding the application or interpretation of any provision of this Agreement or any matter pertaining to transactions contemplated by this Agreement, including but not limited to the payment of rents and other charges under Paragraph 21 ("Payments"), the aggrieved Party will notify the other Party in writing of the nature of the dispute within thirty (30) calendar days after such dispute arises, and the Parties' Joint Use Administrators or other designated representative shall attempt to resolve the dispute informally.

If the matter cannot be resolved informally within thirty (30) calendar days of the initial written notice, the Parties will refer the dispute to a meeting between each Party's Manager with responsibility over Joint Use. This Managers' meeting will occur within ten (10) business days of such referral, or such other time as the Parties mutually agree in writing.

If the Parties cannot resolve the dispute within thirty (30) calendar days after Managers' meeting has occurred or if Managers' meeting does not occur, then the Parties will refer the dispute to a meeting between the each Party's Director with joint use responsibilities, or a designee of the Director who is not otherwise involved in the administration of this Agreement but possesses full authority to resolve the dispute. This Directors' meeting will occur within thirty (30) calendar days of the referral.

If the Parties cannot resolve the dispute within thirty (30) calendar days after the Directors' meeting has occurred or if the Directors' meeting does not occur, then each Party will have the right to pursue any and all remedies available at law or in equity. Nothing in this Paragraph 34 prevents either Party from seeking injunctive relief to preserve the status quo pending the conclusion of the dispute resolution process set forth in this Paragraph 34. During the pendency of any dispute, the Parties will continue their performance under this Agreement.

35. APPLICABLE LAW AND VENUE

This Agreement is be construed in accordance with the laws of the State of Florida. Any dispute arising out of this Agreement shall be litigated, if at all, in the state or federal courts in and for Hillsborough County, Florida

36. FORCE MAJEURE

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

37. NO THIRD PARTY BENEFICIARIES

Except as otherwise expressly provided in this Agreement, the provisions of this Agreement are for the benefit of the Parties to this Agreement and not for any other person or entity.

38. WAIVER

Waiver by either Party of any provision of this Agreement, or of default or breach by the other Party, may not be deemed a general waiver of provisions, or as a waiver by the non-defaulting Party of any subsequent default or breach.

39. MODIFICATIONS AND AMENDMENTS

No provision of this Agreement may be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment or modification.

40. ENTIRE AGREEMENT

This Agreement as may be modified in accordance with Paragraph 39 ("Modifications and Amendments"), and the Exhibit attached to or referenced in this Agreement, constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement. Except as otherwise provided in this Agreement, all prior agreements, representations, statements, negotiations, understandings and undertakings are superseded

41. SUPPLEMENTAL ROUTINES AND PRACTICES

Nothing in this Agreement shall preclude the Parties from preparing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

HEREBY EXECUTED on the dates set forth below.

TAMPA ELECTRIC COMPANY

VERIZON FLORIDA LLC

BY: William T. Whaley
(SIGNATURE)

BY: Christopher M. Creager
(SIGNATURE)

NAME: William T. Whaley
(PRINT NAME)

NAME: CHRISTOPHER M. CREAGER
(PRINT NAME)

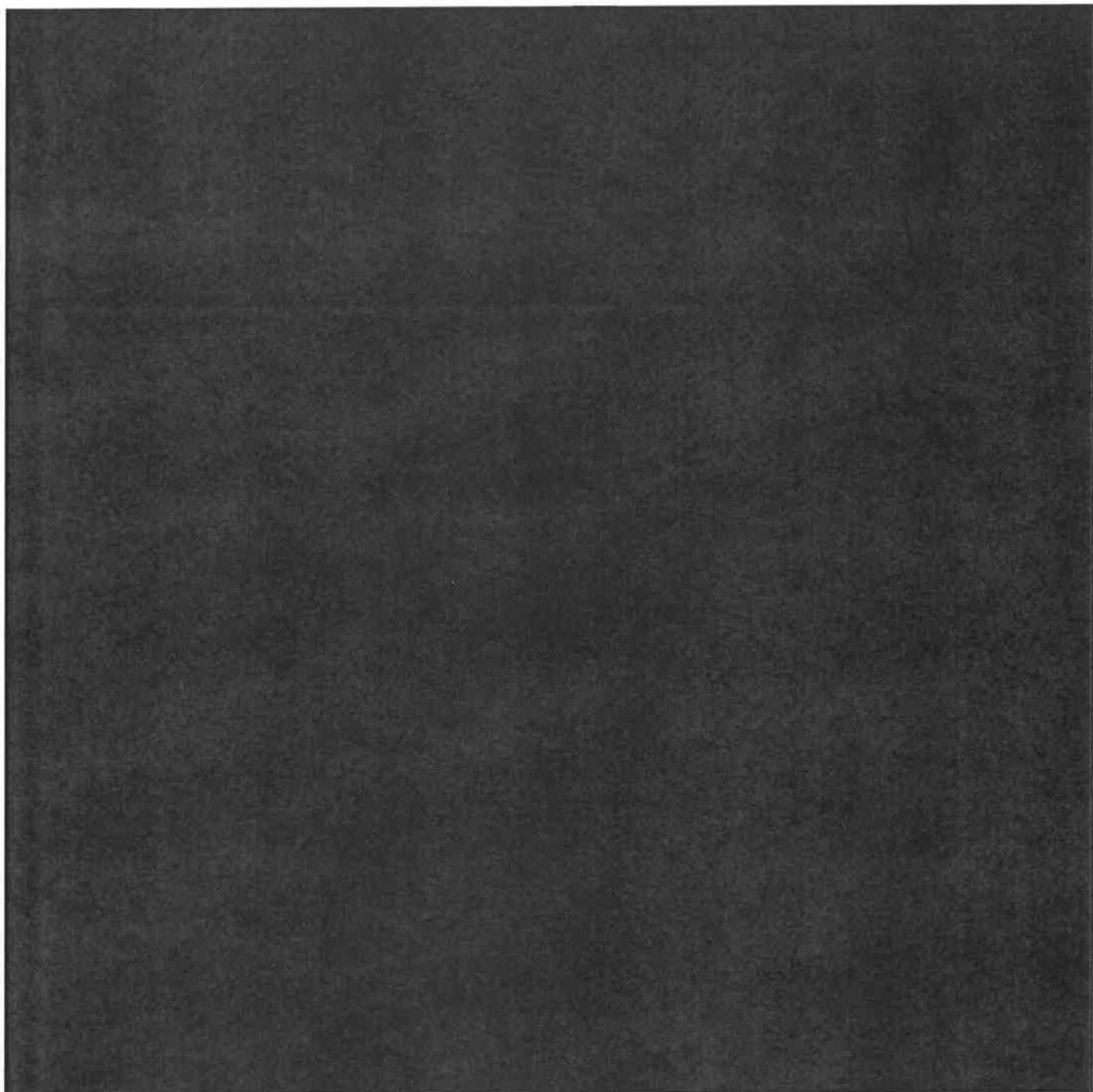
TITLE: SVP ENERGY DELIVERY

TITLE: CEO.

DATE: 04/05/2016

DATE: 3/31/16

Exhibit A



JOINT USE AGREEMENT
BETWEEN
FLORIDA POWER CORPORATION
AND
GENERAL TELEPHONE COMPANY OF FLORIDA

Section 0.1 THIS AGREEMENT, made and entered into this 12 day of Nov, 1974, by and between FLORIDA POWER CORPORATION, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company", and General Telephone Company of Florida, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Telephone Company".

WITNESSETH

Section 0.2 WHEREAS, the parties hereto desire to cooperate in accordance with terms and provisions set forth in the National Electrical Safety Code in its present form or as subsequently revised, amended or superseded; and

Section 0.3 WHEREAS, the conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both parties, including considerations of safety and economy, and each of them should be the judge of what the character of its circuits should be to meet its service requirements and as to whether or not these service requirements can be properly met by the joint use of poles.

Section 0.4 NOW, THEREFORE, in consideration of the foregoing premises and of mutual benefits to be obtained from covenants herein set forth, the parties hereto, for themselves and for their successors and assigns, do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 For the purpose of this Agreement, the following terms when used herein, shall have the following meanings:

1.1.1 CODE means the National Electrical Safety Code in its present form or as subsequently revised, amended or superseded.

1.1.2 ATTACHMENTS mean materials or apparatus now or hereafter used by either party in the construction, operation or maintenance of its plant attached to poles.

1.1.3 JOINT USE is maintaining or specifically reserving space for the attachments of both parties on the same pole at the same time.

1.1.4 JOINT USE POLE is a pole upon which space is provided under this Agreement for the attachments of both parties, whether such space is actually occupied by attachments or reserved therefore upon specific request.

1.1.5 NORMAL JOINT USE POLE under this Agreement shall be a pole which meets the requirements set forth in the CODE for support and clearance of supply and communication conductors under conditions existing at the time joint use is established or is to be created under known plans of either party. It is not intended to preclude the use of joint poles shorter or of less strength in locations where such structures will meet the requirements of both parties and the said specifications in Article VI. A normal joint pole for billing purposes shall be:

- (A) In and along public streets, alleys or roads, a 40 foot class 5 wood pole.
- (B) In all other areas, a 35 foot class 5 wood pole.
- (C) In locations where the Electric Company, at its option, sets a pole of special material such as steel, laminated wood or prestressed concrete in an existing joint use wood pole line, the Telephone Company may attach to these special poles at the rental rate specified in Article X, unless excluded under Section 2.2. The Electric Company will keep the Telephone Company advised of those areas where such special poles are not placed at their option, and in each such event, the Telephone Company may attach by mutual agreement between the parties.

1.1.6 STANDARD SPACE on a joint use pole for the use of each party shall be not less than that required by the CODE and shall be for the exclusive use of the parties except as set forth in the CODE whereby certain attachments of one party may be made in the space reserved for the other party. This standard space is specifically described as follows and indicated on attached Exhibit A:

1. For a 40 foot class 5 wood pole

- (A) For the Electric Company, the uppermost [redacted] feet on a normal joint use pole.
- (B) Neutral space, the next 3'4", and
- (C) For the Telephone Company, the next [redacted]

2. For a 35 foot class 5 wood pole

- (A) For the Electric Company, the uppermost [redacted] feet on a normal joint use pole.
- (B) Neutral space, the next 4'4" with provision for a point of attachment by a third party, and
- (C) For the Telephone Company, the next [redacted] feet.

1.1.7 OWNER means the party hereto owning the pole to which attachments are made.

1.1.8 LICENSEE is the party having the right under this Agreement to make attachments to a joint use pole of which the other party is the Owner.

1.1.9 INSTALLED COST is the cost incurred in setting a new pole (either as a new installation or replacement) and includes the cost of materials, direct labor, construction and equipment charges, engineering and supervision, and standard overhead charges of the Owner as commonly and reasonably incurred in the joint usage of poles. The installed cost does not include the cost of attaching or transfer costs but does include the cost of ground wires.

1.1.10 COST OF ATTACHING is the cost of making attachments to a new pole and includes the charge for hardware necessary to make the attachment.

1.1.11 TRANSFER COST is the cost of transferring attachments from the replaced pole to the replacement pole and does not include the material cost of replacing hardware.

1.1.12 VERTICAL GROUND WIRE means a suitable conductor, conforming to the requirements of the CODE attached vertically to the pole and extending through the Telephone Company space to the base of the pole, where it may be either butt wrapped on the pole or attached to a ground electrode.

1.1.13 MULTI-GROUNDED NEUTRAL means an Electric Company conductor located in the Electric Company space, which is bonded to all Electric Company vertical ground wires.

1.1.14 BONDING WIRE shall mean a suitable conductor conforming to the requirements of the CODE, connecting equipment of the Telephone Company and the Electric Company to the vertical ground wire or to the multi-grounded neutral.

1.1.15 REMOVAL COST is the cost incurred in removing an existing pole and includes the cost of direct labor, construction and equipment charges, engineering and supervision and standard overhead charges of the Owner as commonly and reasonably incurred in the joint usage of poles.

1.1.16 ANNUAL COST as referred to in Section 10.10 refers to the annual carrying charges on a standard joint use pole and is arrived at by using historical investment in joint use poles at a given time and then applying a percentage (a fixed charge rate which includes the average of all related costs associated with ownership thereto covering current fixed charges).

1.1.17 SALVAGE VALUE shall be $\frac{1}{2}$ the material cost. See Exhibit B.

ARTICLE II

SCOPE OF AGREEMENT

Section 2.1 This Agreement shall be in effect in those parts of the State of Florida now or hereafter served by both the Telephone Company and Electric Company, and shall cover all poles of each of the parties now existing in such service areas, or hereafter erected or acquired therein, when said poles are brought hereunder in accordance with the procedure hereafter provided.

Section 2.2 Each party reserves the right to exclude from joint use poles which have been installed for purposes other than or in addition to normal distribution of electric or telephone service including, among others, poles which, in the judgement of the Owner (a) are required for the sole use of the Owner, (b) would not readily lend themselves to joint use because of interference, hazards or similar impediments, present or future, or (c) have been installed primarily for the use of a third party. In the event one of the parties deem it desirable to attach to any such excluded poles, the party wishing to attach will proceed in the manner provided in Article III. Where a third party use is involved, approval must be obtained from such third party as a prerequisite to processing under Article III.

Section 2.3 The Telephone Company may not make initial or additional attachments to Electric Company transmission line poles (above 35,000 volts phase to phase nominal rating) without the written approval of the Electric Company as provided in Article III of this Agreement.

ARTICLE III

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS AND BONDING SAID ATTACHMENTS

Section 3.1 Whenever either party desires to reserve space on any pole of the other, for any attachments requiring space thereon not then specifically reserved by application hereunder for its use, it shall make written application to the other party specifying in such application the location of the pole in question. Within ten (10) days after the receipt of such application, the Owner shall notify the applicant in writing, whether or not said pole is one of those excluded from joint use under the provision of Article II. Upon receipt of notice from the Owner that said pole is not one of those excluded, and after the Owner completes any transferring or rearranging which may then be required in respect to attachments on said poles, including any necessary pole replacements as provided in Article IV, the applicant shall have the right as Licensee hereunder to use said space in accordance with the terms of this Agreement.

Section 3.2 The provisions of Section 3.1 do not apply to the poles of either party being used jointly by the other party as of the effective date of this Agreement; therefore, the Licensee shall have the right to use space on these poles for attachments in accordance with the terms of this Agreement.

Section 3.3 Except as herein otherwise expressly provided, each party shall place, maintain, rearrange, transfer and remove its own attachments at its own expense, and shall at all times perform such work promptly and in such a manner as not to interfere with the service of the other party.

Section 3.4 Each party, regardless of pole ownership, shall be responsible for determining the proper pole strength and arranging for any necessary guying of a joint pole where a requirement therefore is created by the addition or alteration of attachments thereon by such party.

Section 3.5 For poles owned by the Electric Company, the Electric Company shall give sixty (60) days notice to the Telephone Company, advising the Telephone Company of any initial attachments or conversion of any existing attachments that will result in joint use with any of the following conditions:

- (A) The absence of a multiple grounded Electric Company neutral line conductor.
- (B) Voltage in excess of 15,000 volts phase to ground.

If the Telephone Company agrees to joint use with any such change, then the joint use of such poles shall be continued with such changes in construction as may be required to meet the requirements of the CODE. The Electric Company will reimburse the Telephone Company for protection costs necessitated by the upgrading of the voltage of Electric Company lines. If, however, the Telephone Company fails within thirty (30) days from receipt of such written notice to agree in writing to such change, then both parties shall cooperate and determine the most practical and economical method of effectively providing for separate lines and the party whose circuits are to be moved shall promptly carry out the necessary work.

Section 3.6 For poles owned by the Telephone Company, the Electric Company shall give sixty (60) days notice to the Telephone Company of any initial attachments or conversion of any existing attachments that will result in joint use with any of the conditions as outlined in Section 3.5. If the Telephone Company agrees to joint use with any such change, then both parties shall cooperate and determine the most practical and economical method of effectively providing for the adjustment of each company's facilities. If, however, the Telephone Company fails within thirty (30) days from receipt of such written notice to agree in writing to such change, then the Electric Company will, at its option, relocate its facilities to its own pole line.

Section 3.7 The ownership of any new line constructed in a new location under the foregoing provision shall be vested in the party for whose use it is constructed, unless otherwise agreed by the parties.

Section 3.8 On joint use poles the Telephone Company may, at its own expense, bond its attachments in the Telephone Company space together and to the vertical ground wires where the same exists.

Section 3.9 Under no condition will the Electric Company's vertical ground wire be broken, cut, severed or otherwise damaged by the Telephone Company.

Section 3.10 On joint use poles the Electric Company shall, at its own expense, bond its street light brackets, conduit and other attachments in the Telephone Company space together and to the vertical ground wire where the same exists.

ARTICLE IV

ERECTING, REPLACING OR RELOCATING POLES

Section 4.1 Whenever, for whatever reason, the Owner shall deem it necessary to change the location of a jointly used pole, the Owner shall, before making such change in location, give timely notice thereof to the Licensee in writing (except in cases of emergency when verbal notice will be given, and subsequently confirmed in writing), specifying in such notice the time of such proposed relocation and the Licensee shall, at a time mutually agreed upon, transfer its attachments to the pole at the new location.

Section 4.2 Whenever either party hereto is about to erect new poles within the territory covered by this Agreement, either as a new pole line, an extension of an existing pole line, replacing a deteriorated pole, or as the reconstruction of an existing pole line being jointly used hereunder, such party shall immediately notify the other party

hereto prior to completion of engineering plans for such erection in order that any necessary joint planning may be coordinated and so that compliance may be had with the provisions of Section 4.3 and 4.4 of this Article IV.

Section 4.3 Where the parties conclude arrangements for joint use and unless it is mutually agreed otherwise, the party owning the lesser number of joint use poles under this Agreement shall erect or replace within a reasonable time any joint use pole or any pole about to be so used, that is required by either of the parties and be the Owner thereof. In the event either party cannot, for whatever reason, set a joint use pole to meet his obligation, the second party may set the pole(s) for the first party and charge the first party for all costs associated with the installation of the pole(s), the first party becoming the Owner thereof. Due regard should be given to the desirability of avoiding mixed ownership in any given line. This obligation shall include wood poles only. Related costs associated with such new and replacement poles and such other changes in the existing pole line as the new conditions may require are to be as outlined in Section 4.4.

Section 4.4 The costs of erecting joint use poles coming under this agreement shall be borne as provided in one or more of the following Subsections:

4.4.1 For a new pole to which no existing facilities of either party have been previously attached (e.g., new pole lines) a normal or shorter joint use pole shall be the obligation of the Owner. If a pole taller and/or stronger than a normal joint use pole is required, the obligation of the parties for such extra cost shall be in accordance with Section 4.4.5.

4.4.2 For a new pole to which existing facilities of either party must be attached (e.g. adding pole in existing line) and:

- (A) The pole is of benefit to both parties, a normal or shorter joint use pole shall be the obligation of the Owner. If a pole taller and/or stronger than a normal joint use pole is required, the obligation of the parties for such extra cost shall be in accordance with Section 4.4.5. Each party shall bear its own cost of attaching.
- (B) The pole is of benefit only to the Licensee, the Licensee shall pay the Owner a sum equal to the installed cost of the required pole plus the cost of attaching the Owner's facilities to said pole.
- (C) The pole is of benefit only to the Owner, the Owner shall pay the Licensee a sum equal to the cost of attaching the Licensee's facilities to said pole.

4.4.3 Where an existing joint use pole is inadequate and said pole is replaced, the party requiring such replacement shall be obligated for the cost as follows:

- (A) If such party is the Owner of both the existing and replacing pole, that party shall bear the cost of the pole and the cost of transferring the Licensee's attachments.
- (B) If such party is the Licensee of both the existing and replacing pole, that party shall pay the Owner a sum equal to (A) the difference between the installed cost of the required pole and the installed cost of the removed pole, plus (B) the then value in place of the removed pole, plus (C) the removal cost of the pole removed, plus (D) the Owner's transfer cost, less (E) the salvage value of the removed pole.

- (C) If such party is the Owner of the existing pole and the Licensee of the replacing pole, such party shall pay the new Owner's transfer cost plus any cost for a pole taller and/or stronger than a normal joint use pole in accordance with Section 4.4.5.
- (D) If such party is the Licensee of the existing pole and the Owner of the replacing pole, such party shall bear the cost of the pole and pay the former Owner a sum equal to (A) the then value in place of the removed pole, plus (B) the removal cost of the pole removed, plus (C) the transfer cost, less (D) the salvage value of the removed pole.

4.4.4. Where an existing joint use pole is replaced due to deterioration or damage, each party shall pay its own transfer costs. If a pole taller and/or stronger than a normal joint use pole and the existing pole is required, the provisions of Section 4.4.5 apply.

4.4.5 For any new pole that is taller and/or stronger than a normal joint use pole, the cost of the extra height and/or strength shall be as follows:

- (A) If the extra height and/or strength is due wholly to the Owner's requirements, the entire cost of the pole shall be borne by the Owner.
- (B) If the extra height and/or strength is due wholly to the Licensee's requirements, the Licensee shall pay the Owner a sum equal to the difference between the installed cost of the required pole and the installed cost of a normal joint use pole. Notwithstanding the foregoing, where pole line economy resulting from the use of fewer poles can be effected by the Owner increasing the strength of poles, billing would be based only on the extra height.
- (C) Where the extra height and/or strength is due to the requirement of both parties herein to provide CODE clearances or meet the requirements of public authority or property owners, the Licensee shall pay the Owner a sum equal to one-half ($\frac{1}{2}$) the difference between the installed cost of the required pole and the installed cost of a normal joint use pole.

4.4.6 Where an existing pole is replaced that is not joint use and where the installation of such pole complied with Section 4.2 and where it is desired by the party that is not the Owner to make the pole a joint use pole, the costs associated with such changes as may be required shall be as follows:

- (A) If the party desiring the change is not to be the Owner of the new pole, the party desiring the change shall pay the Owner the sums (A), (B), (C) and (D), less (E) in Section 4.4.3(B).
- (B) If the party desiring the change is to be the Owner of the new pole, the new Owner shall pay the former Owner the sums (A), (B) and (C), less (D) in Section 4.4.3(D).

Section 4.5 Any payments made by the Licensee under the foregoing provisions of this Article shall not in any way affect the ownership of said poles. The Power Company may from time to time set poles for the Telephone Company where high voltage conditions exist. The Electric Company will then bill the Telephone Company for associated costs.

Section 4.6 When replacing a joint use pole carrying terminals of aerial cable, underground connections or transformer equipment, the replacement pole shall be set in such a location that existing facilities may be transferred at a minimum cost and inconvenience.

Section 4.7 Whenever, in any emergency, the Licensee replaces a pole of the Owner, the Owner shall reimburse the Licensee all reasonable costs and expenses that would otherwise not have been incurred by the Licensee if the Owner had made the replacement.

ARTICLE V

PERMISSION OF JOINT USE

Section 5.1 Each party hereto hereby permits joint use by the other party of any of its poles when brought under this Agreement as herein provided subject to the terms and conditions herein set forth.

ARTICLE VI

SPECIFICATIONS

Section 6.1 Joint use of poles covered by this Agreement shall at all times be in conformity with the terms and provisions of the National Electric Safety Code in its present form or as subsequently revised, amended or superseded. Said CODE by this reference is hereby incorporated herein and made a part of this Agreement.

ARTICLE VII

RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

Section 7.1 From and after the date of this Agreement, the Owner will insofar as practicable, jointly coordinate with the Licensee in obtaining suitable right of way easements or permits for both parties on joint poles brought hereunder.

Section 7.2 While the Owner and the Licensee will cooperate as far as may be practicable in obtaining rights of way for both parties on joint poles, no guarantee is given by the Owner of permission from property owners, municipalities or others for use of poles and right of way easements by the Licensee, and if objection is made thereto and the Licensee is unable to satisfactorily adjust the matter within a reasonable time, the Owner may at any time upon thirty (30) days notice in writing to the Licensee, require the Licensee to remove its attachments from the poles involved and its appurtenances from the right of way easement involved and the Licensee shall, within thirty (30) days after receipt of said notice, remove its attachments from said poles and its appurtenances from said right of way easement at its sole expense. Should the Licensee fail to remove its attachments and appurtenances, as herein provided, the Owner may remove them and the Licensee shall reimburse the Owner for the expense incurred.

Section 7.3 Each party shall be responsible for its own circuits where tree trimming or cutting (e.g. shade trees, side clearances, etc.) is required. Where benefits are mutual and the need for the work is agreed upon before hand, costs shall be apportioned on an equitable basis.

ARTICLE VIII

MAINTENANCE OF POLES AND ATTACHMENTS

Section 8.1 The Owner shall, at its own expense, maintain its joint poles in a safe and serviceable condition, and in accordance with Article VI of this Agreement, and shall replace, subject to the provisions of Article IV, such of said poles as become defective. Each party shall, at its own expense and at all times, maintain all of its attachments in accordance with the specifications contained in the CODE and keep said attachments in safe condition and in thorough repair. It will be the responsibility of the Licensee to instruct its personnel to inspect all poles prior to climbing.

Section 8.2 Both parties shall, in writing, report to each other all hazardous conditions found to exist in any joint use construction hereunder, immediately upon discovery, and the responsible party shall proceed forthwith to alter such construction so as to remove the hazard. Any existing joint use construction hereunder which does not conform to the specifications set forth in Article VI shall be brought into conformity with said specifications at the earliest possible date.

Section 8.3 The cost of removing hazards and of bringing existing joint use construction into conformity with said specifications, as provided in Section 8.2, shall be borne by the parties hereto in the manner provided in Section 3.3 and Article IV.

ARTICLE IX

ABANDONMENT OF JOINTLY USED POLES

Section 9.1 If the owner desires at any time to abandon any jointly used pole, it shall give the Licensee notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Owner shall have no attachments on such pole but the licensee shall not have removed all of its attachments therefrom, such pole thereupon becomes the property of the Licensee, and the Licensee shall indemnify and save harmless the former Owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter and arising out of the presence or condition of such pole or of any attachments thereon. Further, the Licensee shall pay to the Owner the depreciated value of the pole.

Section 9.2 The Licensee may at any time abandon the joint use of a pole by giving due notice thereof in writing to the Owner and by removing from said pole any and all attachments the Licensee may have thereon.

ARTICLE X

ADJUSTMENT RATES AND PROCEDURE FOR PAYMENTS

Section 10.1 The parties contemplate that the use or reservation of space on poles by each party, as Licensee of the other under this agreement, shall be based on the equitable sharing of the costs and economics of joint use.

Section 10.2 In the event the number of poles occupied by one of the parties as Licensee under this agreement, or specifically reserved for such Licensee's use during any one year, shall exceed [REDACTED]

[REDACTED], then the party occupying [REDACTED] as Licensee shall pay to the other party as a rental payment a sum as specified in Article 10.5 per year [REDACTED] as hereinafter provided.

Section 10.3 The parties hereto agree that an attachment count also includes any pole on which it is mutually agreed that space was reserved for the Licensee at the Licensee's request and on which the Licensee has not attached. The Licensee is only liable for billing under this Section until the Licensee makes an initial attachment or an interval of five (5) unattached years elapses from the date of the space reservation; whichever condition occurs first.

Section 10.4 Within ten days after the first day of each month during which this agreement shall be in effect, each party hereto shall submit to the other a statement setting forth the number of jointly used poles which are owned as of the first day of the month by the party submitting such statement.

Section 10.5 Within ten days after the receipt of such written statement, the party occupying [REDACTED] as Licensee, unless such party shall dispute the accuracy of such statement within five days from receipt thereof, shall pay to the other party [REDACTED]

Applicable Adjustment Rate to be Utilized for Each Calendar Year

1975, 1976 and until revised: [REDACTED]

Section 10.6 By December 1, 1974, and every two (2) years thereafter, or as may be mutually agreed upon, the parties hereto shall make a joint field check to verify the accuracy of the joint use records hereunder. If the parties mutually agree to postpone the first joint field check hereunder, the parties shall use their existing records as changed from time-to-time to determine the number of jointly used poles owned by each party until the first joint field check is made hereunder. The said joint inventory shall be a one hundred (100) percent field inventory unless the parties voluntarily and mutually agree to some other method. Upon completion of such inventories the office records will be adjusted accordingly and subsequent billing will be based on the adjusted number of attachments. The corrections to the estimations made over the years elapsed since the preceding inventory shall be prorated equally (i.e., if the latest joint field check shows 100 more joint use poles owned by one party than office records indicate and if the interval since the last joint field check is 5 years, then each of the intervening annual pole inventory amounts would be adjusted upward by 20 poles). In calculating retroactive billing for the years elapsed since a preceding inventory, full consideration will be given for the cost of money over that period. The prime annual interest rate used in calculating the annual cost of money will be determined by using average annual interest rate + an adjustment for the existing compensating balances for the 7 southeast centers, Bank rates on short-term business loans, money and interest rates, Survey of Current Business, as published by the United States Department of Commerce/Social and

Economic Statistics Administration/Bureau of Economic Analysis.

Section 10.7 Rental or other charges paid to the Owner by a third party will in no way affect the rental or charges paid between the parties of this agreement.

Section 10.8 Either party will have the right to contract with a third party for attachment rights on poles which it owns. Payments for all third party attachments will be paid directly to the Owner.

Section 10.9 Payment of all other amounts, provision for which is made in this agreement, shall be made currently or as mutually agreed hereto.

Section 10.10 In the event either party hereto shall terminate this Agreement as provided in Article XVI or as otherwise provided in this Agreement, the adjustment payment rate for each calendar year in accordance with Section 10.5 shall be adjusted annually to a figure equal to [REDACTED]

ARTICLE XI

PERIODIC REVISION OF ADJUSTMENT PAYMENT RATE

Section 11.1 Article X of this Agreement covering Adjustment Rates and Procedure for Payment shall remain in effect until December 31, 1976 and until revised. The adjustment rate and Flat Rate charges specified in Exhibit B for 1976 and thereafter shall be subject to renegotiation at the request of either party annually thereafter upon not less than six (6) months notice prior to January 1 of the year affected.

Section 11.2 In the event that the parties cannot, within six (6) months after a request under Section 11.1 is made, agree upon rental payments, this Agreement shall terminate and be of no further force and effect insofar as the making of attachments to additional poles. All other terms and provisions of this Agreement shall remain in full force and effect solely and only for the purpose of governing and controlling the rights and obligations of the parties herein with respect to existing joint use poles; except that all pole replacements shall be the obligation of the party owning the lesser number of total joint use poles. In the event that the party owning the lesser number of total joint use poles fails to replace the pole within a reasonable period of time, the other party may replace the pole and the party owning the lesser number of total joint use poles shall pay the party owning the greater number of total joint use poles a sum equal to the installed cost of the new pole and assume ownership thereof.

ARTICLE XII

DEFAULTS

Section 12.1 If either party shall default in any of its obligations (other than to meet money payment obligations) under this Agreement and such default shall continue for sixty(60) days after notice thereof in writing from the other party all rights of the party in default hereunder, insofar as such rights may relate to the further granting of joint use of poles hereunder shall be suspended; and such suspension shall continue until the cause of such default is rectified by the party in default or the other party shall waive such default in writing.

Section 12.2 If either party shall default in the performance of any work which it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the party for the total cost thereof. Failure on the part of the defaulting party to make such payment within sixty (60) days after presentation of bills therefore shall constitute a default under Section 12.3.

Section 12.3 If the default giving rise to a suspension of rights involves the failure to meet a money payment obligation hereunder, and such suspension shall continue for a period of sixty (60) days, then the party not in default may forthwith terminate the rights of the other party to attach to the poles involved in the default.

ARTICLE XIII

LIABILITY AND DAMAGES

Section 13.1 Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this Agreement, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly used poles covered by this Agreement, the liability for such damages, as between the parties hereto, shall be as follows:

13.1.1 Each party shall be liable for all damages for such injuries, to all persons (including employees of either party) or property, caused solely by its negligence or solely by its failure to comply at any time with the specifications as provided for in Article VIII hereof.

13.1.2 Each party shall be liable for all damages for such injuries, to its own employees or its own property, that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.

13.1.3 Each party shall be liable for [REDACTED] of all damages for such injuries to persons other than employees of either party, and for [REDACTED] of all damages for such injuries to property not belonging to either party, that are caused by the concurrent negligence of both parties or that are due to causes which cannot be traced to the sole negligence of the other party.

13.1.4 Where, on account of injuries of the character heretofore described in this Article, either party hereto shall make payments to injured employees or to their relatives or representatives in conformity with (a) the provision of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or (b) any plan for employees' disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of preceding Subsections 13.1.1 and 13.1.2 and shall be paid by the parties hereto accordingly.

13.1.5 All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in any case where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party [REDACTED] of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

13.1.6 In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder by the parties shall include, in addition to the amounts paid to the claimant, all expenses, including court costs, attorneys' fees, valid disbursements and other proper charges and expenditures, incurred by the parties in connection therewith.

13.1.7 It is understood by and between the parties hereto that nothing herein contained or contemplated is intended to or shall increase the Electric Company's risk or liability for death, personal injury or property damage beyond that which the Electric Company might have had prior to the bonding of Telephone Company equipment to the vertical ground wire on joint use poles, and it is hereby expressly understood that the Electric Company does not assume any such additional risk; and the Telephone Company, for itself and its successors and assigns, hereby agrees to indemnify, save harmless and defend the Electric Company from and against any and all claims, demands or expense for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of the bonding of Telephone Company equipment to the vertical ground wire on joint use poles.

ARTICLE XIV

ASSIGNMENT OF RIGHTS

AND

EXISTING RIGHTS OF OTHER PARTIES

Section 14.1 Neither party, as Licensee, shall sub-lease its attachment space to a third party.

Section 14.2 Except as otherwise provided in this agreement, neither party hereto shall assign or otherwise dispose of this agreement or any of its rights or interests hereunder, or in any of the jointly used poles, or the attachments or rights of way covered by this agreement, to any firm, corporation or individual, without written notification to the other party; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and in the case of the foreclosure of such mortgage, or in case of such lease, transfer, merger or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the leasee, transferee, merging or consolidating company, as the case may be.

Section 14.3 If either of the parties has heretofore conferred upon others, not parties to this agreement, by contract or otherwise, rights or privileges to use any poles covered by this agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party hereto shall have the rights, by contract or otherwise, to continue and extend such existing rights or privileges; it being expressly understood, however, that for the purpose of this agreement, all attachments of any such third party shall be treated as attachments belonging to the Owner, and (except as modified by Section 14.4) the rights, obligations and liabilities hereunder of said Owner in respect to such attachments shall be the same as if it were the actual owner thereof.

Section 14.4 The Licensee may attach within the third party neutral space, as an exception, if the proposed installation is approved by the owner in writing. In the event that attachments to be made by a third party require rearrangements or transfer of the Licensee's attachments to maintain STANDARD SPACE (As defined in Section 1.1.6) and STANDARD CLEARANCE (as outlined in the CODE) the Licensee shall have the right to collect from said third party, all costs to be incurred by the Licensee to make such required rearrangements or transfers prior to doing the work.

Section 14.5 Each Owner reserves the right to use, or permit to be used by other third parties, such attachments on poles owned by it which would not interfere with the rights of the Licensee with respect to use of such poles.

Section 14.6 Third party space requirements must be accommodated without permanent encroachment into the standard space allocation of the Licensee: therefore, neither party hereto shall, as owner, lease to any third party, space on a joint use pole within the allotted standard space of the Licensee without adequate provision for subsequent use of such standard space by Licensee without cost to the Licensee.

Section 14.7 Where either party allows the use of its poles for fire alarm, police or other like signal systems, or where such systems are presently or hereafter permitted by the Owner to occupy its poles, such use shall be permitted under and in accordance with the terms of this Article.

ARTICLE XV

SERVICE OF NOTICES

Section 15.1 Whenever in this agreement notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery to the Electric Company at its principal office at St. Petersburg, Florida, or to the Telephone Company at its principal office at Tampa, Florida, as the case may be, or to such other address as either party may, from time to time, designate in writing for that purpose.

ARTICLE XVI

TERM OF AGREEMENT

Section 16.1 Subject to the provisions of Article XI and XII herein, the provisions of this agreement, insofar as the same may relate to the further granting of joint use poles hereunder, may be terminated by either party, after the first day of December 1980, upon six (6) months notice in writing to the other party; provided, however, that, if such provisions shall not be so terminated, said agreement in its entirety shall continue in force thereafter until partially terminated as above provided in this Section by either party at any time upon six (6) months notice in writing to the other party as aforesaid; and provided, further, that notwithstanding any such termination, other applicable provisions of this agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

ARTICLE XVII

WAIVER OF TERMS OR CONDITIONS

Section 17.1 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 XVIII

EXISTING CONTRACTS

Section 18.1 All existing agreements between the parties hereto for the joint use of poles upon a rental basis within the territory covered by this agreement are, by mutual consent, hereby abrogated and annulled.

ARTICLE XIX

MISCELLANEOUS

Section 19.1 The Equal Employment Opportunity clause in Section 202, Paragraphs 1 through 7 of Executive Order 11246, as amended, relative to equal employment opportunity, and the implementing Rules and Regulations of the Office of Federal Contract Compliance are incorporated herein by specific reference, where applicable.

ARTICLE XLX

SUPPLEMENTAL ROUTINES AND PRACTICES

Nothing herein shall preclude the parties to this agreement from preparing such supplemental operating routines or working practices as mutually agree to be necessary or desirable to effectively administer the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto, by their respective officers thereunto duly authorized, on the day and year first above written.

FLORIDA POWER CORPORATION

Attest:

Walter M. Clayton
Asst. Secretary

By *A. J. Armstrong*
Vice-President

(SEAL)

General Telephone Company of Florida

Attest:

Victor Leavengood

By *E. E. [Signature]*
Vice President - Operations

(SEAL)

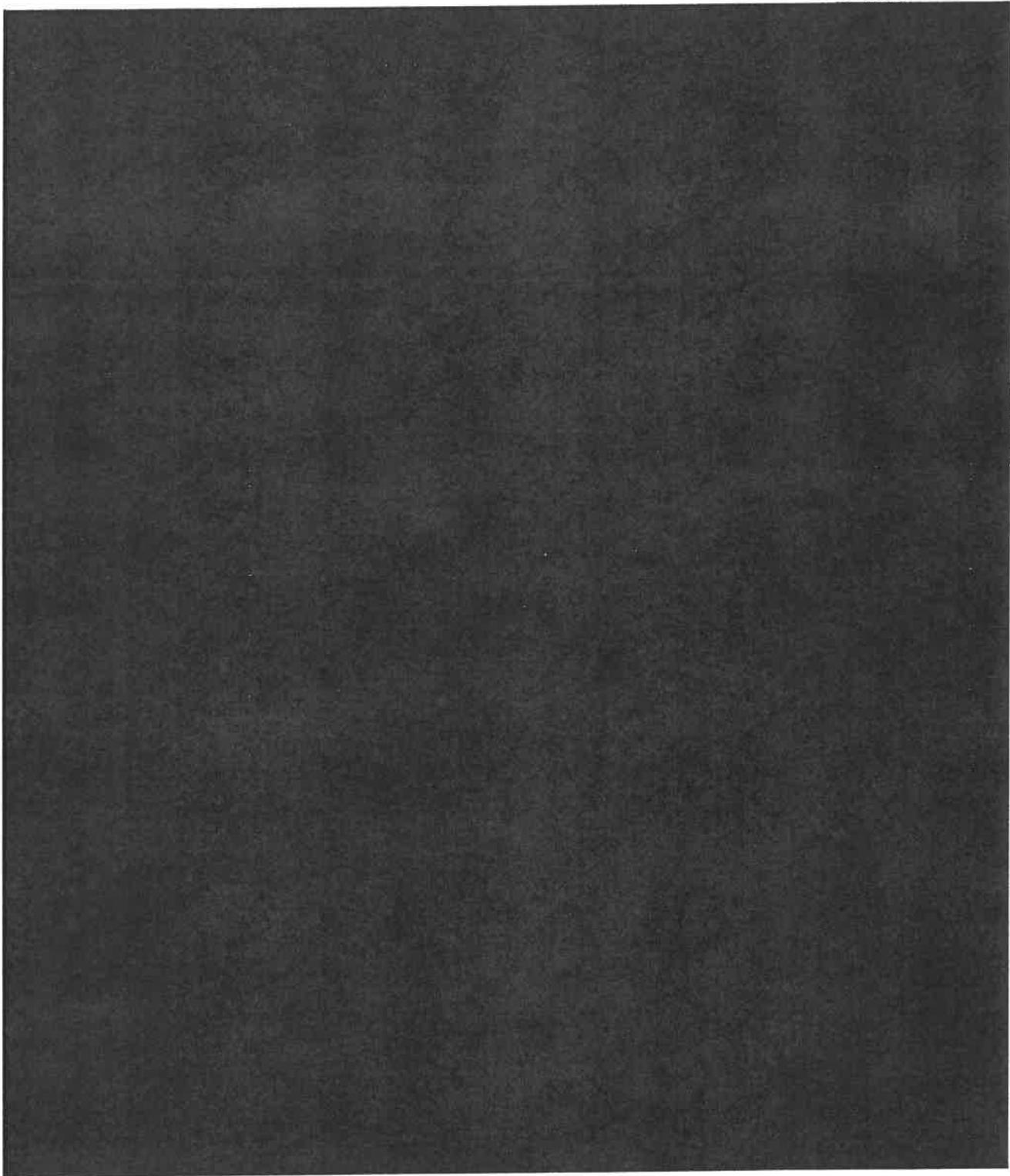


EXHIBIT "A"

SCHEDULE OF FLAT RATE PRICES FOR
WORK OPERATIONS PERFORMED
FLORIDA POWER CORPORATION

<u>ITEM</u>	<u>DESCRIPTION OF WORK OPERATIONS</u>	<u>FLAT BILLING CHARGES</u>
1	INSTALL 8" ANCHOR	
2	INSTALL 10" ANCHOR	
3	GROUND BRACE EXISTING POLE (TOP ONLY)	
4	REARRANGE ANCHOR OR POLE TO POLE GUY	
5	SHIFT POLE (TRENCH MOVE) in-out & Trfr	
6	CONNECT TELEPHONE COMPANY GROUND WIRE TO ELECTRIC COMPANY NEUTRAL	
7	REARRANGE OR RELOCATE SECONDARY CONTACT	
8	REARRANGE OR RELOCATE PRIMARY CROSSARM OR REARRANGE OR RELOCATE PRIMARY POST INSULATORS	
9	REARRANGE OR RELOCATE SECONDARY DEADEND	
10	REARRANGE OR RELOCATE SERVICE WIRES	
11	RELOCATE SINGLE PHASE TRANSFORMER INSTALLATION 25 KVA SIZE AND SMALLER	
12	RELOCATE SINGLE PHASE TRANSFORMER INSTALLATION OVER 25 KVA SIZE (SINGLE UNIT ONLY)	
13	REARRANGE OR MOVE CABLE RISER (ON SAME POLE) SECONDARY ONLY	
14	ACTUAL COST TO BE USED FOR ANY ITEMS NOT LISTED	

NOTE:

EXHIBIT B

SCHEDULE OF FLAT RATE PRICES FOR WORK
OPERATIONS PERFORMED BY GENERAL TELEPHONE
COMPANY OF FLORIDA

<u>ITEM</u>	<u>DESCRIPTION OF WORK OPERATIONS</u>	<u>FLAT BILLING CHARGES</u>
1	INSTALL 8" ANCHOR	
2	INSTALL 10" ANCHOR	
3	GROUND BRACE EXISTING POLE (TOP ONLY)	
4	REARRANGE ANCHOR OR POLE TO POLE GUY	
5	SHIFT POLE (TRENCH MOVE)	
6	RECONCENTRATE SERVICE WIRE TO NEW TERMINAL	
7	REARRANGE OR MOVE CROSSARMS	
8	REARRANGE OR MOVE CABLE (100 PAIR OR LESS)	
9	REARRANGE OR MOVE CABLE (100 PAIR OR LARGER)	
10	REARRANGE OR MOVE COVERED WIRE	
11	REARRANGE OR MOVE CABLE RISER (ON SAME POLE)	
12	TRANSFER TERMINAL	
13	ACTUAL COST TO BE USED FOR ANY ITEMS NOT LISTED	

NOTE:





EXHIBIT B

RECIPROCAL
FLAT RATE CHARGES
FOR POLE INSTALLATIONS AND REMOVALS

Wood Pole Height: 30' 35' 40' 45' 50'

Installed Cost of Pole: [REDACTED]

Cost of Removal: [REDACTED]

Salvage: [REDACTED]

The above costs apply to installations and removals made by utilizing standard equipment. For installations and removals in backlot lines, etc., inaccessible to trucking, the Owner, at his option, can bill the Licensee for actual cost incurred.

[REDACTED]