

2. Grant of License

- 2.1 FPL shall grant to Licensee, to the extent that it may lawfully do so, and if Licensee complies with the terms and conditions of this Agreement, the right to attach to FPL Poles, aerial cables, wires and associated support hardware throughout the Service Area, as is necessary, and for the purpose of allowing Licensee to furnish Cable Service, and/or Non-Cable Service as provided in this Agreement, in the Service Area by transmitting signals on cables attached to FPL Poles.
- 2.2 As of January 1, 1990, all existing and future Attachments by Licensee to an FPL pole shall be deemed to include Non-Cable Service as that term is defined in section 1.5 of this Agreement and Licensee shall be charged the higher Non-Cable rate for each existing and subsequent Pole Attachment. Provided, however, if Licensee submits to FPL a sworn statement of an officer of Licensee that Licensee is providing only Cable Service, Licensee shall be charged only the Cable Service Attachment rate. If Licensee submits to FPL a sworn statement by an officer of Licensee that Licensee is providing both Cable and Non-Cable Service and identifies by area and number those Poles containing Attachments for Non-Cable Service, Licensee shall be charged the higher Non-Cable rate only for those Poles so identified. For Attachments made after the date of this Agreement, Licensee shall indicate on the Permit Application by using Exhibit A or Exhibit A-1 whether the Attachment will include Non-Cable Service and the number of poles with Non-Cable Attachments. Licensee has the burden of proof as to whether its Attachments include Non-Cable Service.
- 2.3 If it is determined through final order of the FCC in a proceeding in which FPL is a party or of a federal appellate court binding on Florida or FPL or by the United States Supreme Court that pole attachment rates by a CATV company for Non-Cable Service are subject to the rate limitations of 47 U.S.C. §224, then the attachment rate charged for Non-Cable Service shall be adjusted to match the rate for Cable Service as of the effective date of such order. If, and only if, the final order has

retro-active application and attachment for Non-Cable Service were found to be authorized or legally required under FPL's pole attachment agreement, FPL shall refund or credit to the account of Licensee, at the option of Licensee, such sums as required by such final order.

2.4 If it is determined through such final order that the limitations of 47 U.S.C. §224 apply to Cable Service only as defined in the Cable Act or other specified types of services not within the definition of Cable Service as defined in the Cable Act, or as expressly permitted under this Agreement, and the order has retro-active application, the Licensee shall pay FPL for such unauthorized attachments from the date of such Attachment.

2.5 Licensee's Attachments shall not interfere with FPL's own service requirements, including considerations of economy and safety. All power supply cables and conduits emanating from the Pole to the Licensee's power supply will be owned, installed and maintained by FPL. The interfacing point between FPL's and Licensee's power supply cable will be at the sole discretion of FPL.

3. Application for Attachment

Before making Attachment to any FPL Pole, Licensee shall apply for and receive a permit, in the form of Exhibit A, attached hereto and made a part hereof, except that Licensee may attach service drops to FPL service Poles without advance application, provided that Licensee submits an application within 30 days after such Attachment and includes such Attachment in Licensee's monthly report of Attachments. Licensee shall attempt to keep FPL informed verbally, or by other accepted means, of areas in which service Pole Attachments are expected to be made. Also, once a month Licensee shall notify FPL of all Attachments made during the prior month, in the form of Exhibit B, hereto attached and made a part hereof.

4. Preparation of Poles for Attachment

Prior to applying for a permit, the Licensee shall inspect the FPL Poles to be attached to and, in the event that any FPL Pole is inadequate to support the additional

facilities in accordance with the aforesaid specifications, Licensee will indicate on the form attached as Exhibit A, that changes are necessary to provide adequate clearance (i.e., Make-Ready Work). An estimate of the cost of the Make-Ready Work will be sent to Licensee, and, if Licensee still desires to make the Attachments and returns the Exhibit marked to so indicate together with an advance payment to reimburse FPL for the entire estimated nonbetterment portion of the cost and expense of the Make-Ready Work, including the entire cost of the replacement Pole, sacrificed life value of Poles removed, cost of removal less any salvage recovery and the expense of transferring FPL's facilities from the old to the new Poles, FPL may replace such inadequate FPL Poles with suitable FPL Poles. When Licensee's desired Attachments can be accommodated on present FPL Poles by rearranging FPL's facilities, Licensee will compensate FPL in advance for the full estimated expense incurred in completing such rearrangements. Licensee shall also in advance reimburse the owner or owners of other facilities attached to said FPL Poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of FPL Poles (e.g., guying) required to accommodate the Attachments of Licensee shall be provided by and at the expense of Licensee and to the satisfaction of FPL. Licensee shall not be responsible for the costs of correcting pre-existing National Electric Safety Code (NESC) violations caused by other users, including FPL. The make-ready requirements for Licensee shall be determined after considering all corrections of pre-existing violations. Licensee shall not set intermediate Poles under or in close proximity to FPL's facilities. Licensee may, however, request FPL to set such intermediate FPL Poles as Licensee may desire, and FPL shall have the option to accept or reject such request consistent with good engineering practice. If such request is granted, Licensee shall reimburse FPL for the full cost of setting each FPL Pole. Drop or lift poles or Licensee-owned power supply poles, set by Licensee prior to the date of this Agreement, are not affected by this provision, provided that such Poles do not conflict with NESC, local ordinance or FPL service requirements. Licensee may set power supply service poles no higher than is required to meet NESC above grade requirements for electric service to Licensee's power supplies.

5. FPL's Right to Maintain and Operate its Poles and Facilities

FPL reserves to itself, its successors and assigns, the right to maintain the FPL Poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements, and in accordance with the National Electrical Safety Code, latest edition, or any applicable amendments, revisions, or subsequent editions to said Code and such specifications particularly applying to FPL. FPL shall not be liable to Licensee for any interruption to service of Licensee or for interference with the operation of the cables, wires and associated support hardware of Licensee arising in any manner out of the use of the FPL Poles by either Licensee or FPL.

6. Licensee's Authorization

- 6.1 Licensee shall submit to FPL evidence, satisfactory to FPL, of its authorization to erect and maintain its facilities within public streets, highways and other thoroughfares and shall secure any necessary permit, consent or certification from state, county or municipal authorities or from the owners of property to construct and maintain facilities for Cable Service at the locations of FPL Poles within the Service Area.
- 6.2 Licensee also shall obtain from local, state and federal governments and agencies all required permits and authorizations, including any required certification from the Florida Public Service Commission, prior to attaching to FPL Poles to provide Non-Cable Service.
- 6.3 Licensee shall release, indemnify, protect, defend and save harmless FPL, its parent, subsidiaries, affiliates and their respective officers, directors, agents and employees (FPL Entities) for Licensee's failure to obtain any such certification, permit or consent or any violation thereof whether or not caused in whole or part by FPL's negligence, including but not limited to costs, attorney's fees, relocation and other expenses. This indemnity is in addition to the indemnity in Section 12 herein.

7. Removal of Unauthorized Attachments

Upon notice that the use of an FPL Pole is forbidden or unauthorized by state, county, or municipal authorities or upon any final administrative or judicial decision that Licensee has no right to attach to any FPL Pole without consent of the property owner, the permit covering the use of such FPL Pole shall immediately terminate and Licensee, after notice from FPL and with prompt dispatch and using its best efforts, shall remove all of its cables, wires, and associated support hardware from the affected FPL Pole. The termination rights under Section 18 and 19 of this Agreement shall not be affected by this Section 7.

8. Installation and Maintenance

8.1 Licensee's Attachments

The Licensee, at its own expense, shall install and maintain its Attachments in safe condition and in thorough repair, both in a manner suitable to FPL and so that they will not conflict with the use of the Poles by FPL or by others or interfere with the working use of Facilities thereon or which may from time-to-time be placed thereon. The Licensee shall exercise special precautions to avoid damage to FPL Facilities and to attachments of others supported on FPL Poles and shall immediately report any damage to FPL and to any other owner of damaged Facilities or attachments.

8.2 Compliance with Safety Codes and Standards

8.2.1 The Licensee agrees to install, construct and maintain its Attachments in accordance with the requirements and specifications of the National Electric Safety Code, latest edition, or any applicable amendments, revisions, or subsequent editions of said Code as well as any additional requirements of FPL. This duty includes making adjustments to ensure compliance after facility modification by FPL, another joint user or Licensee.

- 8.2.2 Licensee agrees to warn its employees, agents, contractors, and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by FPL are of high voltage electricity and to inform such persons as to safety and precautionary measures which he or she must use when working on or near FPL Poles and other facilities.
- 8.2.3 It is further understood and agreed by the Licensee that the installation, construction and maintenance of Attachments within ten (10) feet of FPL's primary conductors (defined herein as all conductors with voltage potentials exceeding 750V) shall be subject to the approval of FPL within its sole and absolute discretion, for considerations of safety. Further, all installation work will be done in accordance with local rules, regulations, statutes and ordinances.
- 8.2.4 Licensee's equipment on each Pole shall not occupy more than one foot (1') of Pole space, except for existing power supplies. Licensee's one foot shall extend six inches (6") above and below Licensee's main cable Attachment Point. The main Attachment Point shall be located as specified in the schematic drawing included in Exhibit "A." Attachments predating this Agreement, and subsequent Attachments if approved by FPL, may continue to use more than twelve inches as a single attachment until such space is required by other pole users.
- 8.2.5 Multiple cable installations to a single strand, and lashing of additional cable(s) to an Attachment may be made if consistent with a wind-loading study, pursuant to Exhibit C, submitted by Licensee to FPL with a Permit Application or no less than 30 days prior to construction if such construction is made after the initial Attachment.

- 8.2.6 Licensee further agrees and understands that no Attachment will be permitted which results in more than 200 lbs. of unguyed tension on any given Pole.
- 8.2.7 Each Attachment shall be subject to the pre-existing rights of all prior attachees to the Pole.
- 8.2.8 Licensee agrees to install and mark the cable in a manner consistent with Florida Utility Coordinating Committee adopted guidelines, so that it can be easily identified from the ground and from similar cables on the Pole. Attachments predating this Agreement shall be marked as they are routinely maintained.

8.3 FPL's Right of Inspection

- 8.3.1 FPL shall have the right to inspect each new installation of Licensee on FPL Poles and in the vicinity of FPL lines or appliances and to make surveys every five years or more often as plant conditions may warrant, of the entire system of Licensee on FPL's Poles. Such inspections or surveys made, or not, shall not operate to relieve Licensee of any responsibility, obligation or liability assumed under this Agreement. All direct and indirect cost associated with these inspections shall be paid by the Licensee, provided, however, that Licensee shall have the option of entering into a survey agreement for inventory of Pole number, ownership of pole, type of Pole, identification of parties attached to the Pole and number of Attachments per Pole with Licensee's contractor and FPL if such survey can be conducted at less cost to Licensee.
- 8.3.2 Upon receipt of notice of a clearance violation from FPL, Licensee shall correct the violation within 30 days, whether or not the violation was caused by FPL's construction after Licensee has

obtained a permit for and installed its facilities on the FPL Poles, except that Licensee shall not be responsible for correcting violations caused by FPL's use of more Pole space than necessary to meet FPL's distribution/construction standards. If Licensee fails to correct the violation within said period, then FPL shall have the right to correct the violation at Licensee's expense. In addition, Licensee shall pay for all Rearrangements of FPL facilities and of attachments of others, if necessary in order to correct such violation.

9. Rearrangement, Relocation and Transfer of Attachments

9.1 Rearrangement or Transfer at FPL's Discretion Upon Confirmation

Where Licensee and FPL have confirmed agreement to the following paragraphs 9.1.1 through 9.1.5 by separate letter or other written acknowledgement:

- 9.1.1 FPL or the FPL contractor may, at FPL's sole discretion, Rearrange or Transfer Licensee's system, or any part thereof, at the time that FPL relocates its Facilities or replaces existing Poles or installs an intermediate Pole within an existing jointly used Pole line. All such Rearrangement or Transfer shall be at the expense of Licensee.
- 9.1.2 Licensee shall train FPL crews or contractors on the methodology and techniques required to Rearrange, Relocate or Transfer Licensee's Attachments. This training shall be held prior to the commencement of the initial Rearrangement, Relocation, or Transfer work to be performed under this Agreement.
- 9.1.3 Licensee agrees to provide FPL, at no cost to FPL, all hardware, cable, material, and equipment required for the Rearrangement or Transfer of Licensee's system or part thereof.

9.1.4 Intermediate Poles

If FPL makes the initial Attachment of Licensee's cable to an intermediate Pole, then FPL will provide upon completion written notification to Licensee that a new Attachment has been made. Licensee will be responsible for providing the proper permit application, to initiate the recording and billing for said Attachment.

9.1.5 Licensee's Inspection and Approval

FPL shall promptly notify Licensee upon completion of any Licensee transfer work performed by FPL's crews or its authorized contractors. The Licensee shall have the right to inspect and shall have ten (10) working days from the date of notice of work completions to either approve the transfer or to notify FPL of any corrections required for approval. FPL shall have twenty (20) working days from the receipt of written notification to correct any unsatisfactory transfer work. FPL will consider any work performed under this Agreement approved and accepted if the ten (10) day period has expired without notification by Licensee of the required corrections.

9.2 Transfer by FPL After 30 Days Notice to Licensee

If FPL and Licensee have confirmed agreement as set forth in Section 9.1 above and FPL exercises its discretion not to relocate or transfer Licensee's system or if FPL and Licensee have not confirmed agreement as set forth in Section 9.1 above, then upon written notice to Licensee from FPL, Licensee shall Rearrange or Transfer its Attachments and supporting hardware. If Licensee fails to perform all necessary Rearrangement or Transfer work within the thirty (30) days after written notice, FPL at its option and at the sole expense of Licensee, may do whatever is necessary, including the hiring of a

contractor, to make the necessary transfers of all existing Attachments to the new FPL pole so that the replaced Pole can be removed within a reasonable time.

9.3 Rules and Regulations

All transfer work contemplated by this Agreement shall be in conformity with the recommendations and requirements of the applicable edition of the "National Electric Safety Code" or governmental authorities having jurisdiction to make requirements and shall be in conformance with all specifications of the latest CATV Attachment Agreement executed between FPL and Licensee.

9.4 Ground Clearances

FPL will transfer the Licensee's Attachments at the same ground clearances as established by the existing Attachments and will assume that the existing ground clearance is in compliance with the rules and regulations governing such matters. The Licensee agrees to and hereby accepts all responsibility, including cost, for and associated with correcting existing ground clearances.

9.5 Facility Clearances

Whenever work planned by FPL includes the transfer of Licensee Attachments with existing improper clearances between FPL and Licensee's facilities (as set forth in this Agreement) FPL will advise the Licensee prior to proceeding with the transfer, except that in the case of emergency Pole replacements, FPL will advise Licensee of such improper clearance within one (1) working day after the transfer. Such advisement or lack thereof shall in no way affect Licensee's obligation under the indemnity section.

9.6 Transfer Fee

Licensee shall pay FPL upon completion and acceptance of any Licensee transfer work performed by FPL or its contractors, an appropriate transfer fee as stated in Section 16. The transfer fee effective June 1, 1990 until the following June shall be \$ 50.00 per Pole including

intermediate Poles, except for those Poles where Licensee has only a service cable attachment. FPL will not charge Licensee a transfer fee for the transfer of Licensee's service cables.

For subsequent years, the transfer fee may be adjusted and will be based on all direct and indirect cost associated with performing said transfers. The transfer fee shall be independent of and in addition to the rental fee as established in the latest CATV Attachment Agreement that has been executed between FPL and the Licensee. Any increase in the transfer fee shall become effective on June 1 for that year. FPL shall notify the Licensee in writing of any change in transfer fee rate.

10. Licensee's Removal of its Attachments

Licensee may at any time remove its Attachments from any FPL Pole, but shall immediately give FPL written notice of such removal in the form of Exhibit B, hereto attached and made a part hereof. No refund of any rental will be due on account of such removal, nor proration made for less than one-half year.

11. Damage to Facilities on Pole

Licensee shall exercise special precautions to avoid damage to facilities of FPL and of others supported on the FPL Pole and shall make an immediate report to FPL and to the owners of the other facilities of damage to those facilities.

12. Indemnity

Licensee shall exercise its privileges hereunder at its own sole risk and shall release, indemnify, protect, defend and save harmless FPL, its parent, subsidiaries, affiliates and their respective officers, directors, agents and employees (FPL Entities) from and against any and all claims and demands whatsoever including court costs and attorney's fees by reason of damage to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused, in whole or in part, by Licensee's or FPL's negligence resulting in connection with or by the erection, maintenance, presence, use, transfer or

removal of Attachments or the proximity of the respective cables, wires, apparatuses and appliances of the parties hereto, or any act or omission of Licensee on or in the vicinity of FPL Poles or the Poles of any other person, firm or corporation on which FPL maintains attachments.

13. Insurance

- 13.1 Licensee shall procure prior to exercise of its rights under this Agreement and maintain through the terms of this Agreement the following insurance with insurance companies acceptable to FPL.
- 13.2 Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Workers' Act, the Federal Employers' Liability Act and the Jones Act. Employers' Liability Insurance shall be provided with a limit of five hundred thousand dollars (\$500,000) per accident.
- 13.3 Comprehensive General Liability Insurance, including Broad Form Contractual Liability, with the following minimum limits of liability: Bodily Injury Liability and Property Damage Liability - one million dollars (\$1,000,000) combined single limit and three million dollars (\$3,000,000) occurrence aggregate.
- 13.4 Comprehensive Automobile Liability Insurance with the following limits of liability, which shall apply to all owned, non-owned, leased and hired automobiles used by Licensee in the performance of the Work: Bodily Injury Liability and Property Damage Liability - one million dollars (\$1,000,000) combined single limit and three million dollars (\$3,000,000) occurrence aggregate.
- 13.5 In the event that any policy furnished by Licensee provides for coverage on a "claims made" basis, the retroactive date of the policy shall be the same as the effective date of this Agreement. Furthermore, for all policies furnished on a "claims made basis," Licensee's providing of such coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Florida for actions

based in contract or in tort; if coverage is on an "occurrence" basis, such insurance shall be maintained by Licensee during the entire term of this Agreement.

13.6 Licensee shall furnish completed Certificate of Insurance (FPL Form 1364) by each Company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this Agreement and that it will not cancel or change any policy of insurance issued to Licensee except after ten (10) days notice to FPL.

14. Security Bond

14.1 Licensee shall provide and maintain a five thousand dollar (\$5,000) security bond in a form satisfactory to FPL or other financial security acceptable to FPL. The bond is for the purpose of protecting the ratepayers and shareholders against additional cost to FPL because of Licensee attaching to FPL poles. The bond will be used to guarantee the satisfactory performance of Licensee's contractual obligations. The bond may be used to pay for any unpaid balance owed by Licensee to FPL under the Agreement including but not limited to the following:

- . Physical surveys.
- . Any corrections, rearrangement, or removal expenses incurred by FPL which was caused by the CATV company's poor work performance.
- . Any expenses associated with the removal of the CATV company's facilities if the Agreement is cancelled.
- . Attachment, transfer fees and administrative fees.

14.2 The amount of the bond or financial security is not, and shall not operate as, a limitation of Licensee's obligations under this Agreement. Payment to FPL under the bond shall be in addition to FPL rights or remedies under this Agreement and shall not constitute a waiver thereof.

15. Rental Payments and Administrative Fee and Back Rent for Unpermitted Attachments

15.1 Licensee shall pay to FPL, for Attachments for Cable Service only a rental at the rate of \$ 5.79 per Pole per year, such rate effective on June 1, 1990. For Attachments for Cable Service and/or Non-Cable Service, Licensee shall pay to FPL a rental at the rate of \$ 16.85 per pole per year, such rate effective on June 1, 1990. Notwithstanding the foregoing, as of January 1, 1990 or the date of the Agreement, whichever is later, Licensee shall be charged the Non-Cable Service rate for each existing and subsequent Attachment, except as provided in Section 2.2 above.

15.2 On the first day of June each year thereafter that this Agreement remains in force and effect, the annual rental per Pole Attachment for Cable Service and for Non-Cable Service shall be adjusted in accordance with the most current Pole cost data compiled by FPL. Semiannual rental payments shall be advanced based upon the number of FPL Poles on which Attachments are being maintained on the first day of December and the first day of June, respectively. The payment of rental hereunder shall include such pro rata amount as may be due for the increased Attachments or change in use to FPL Poles since the previous billing date. An Attachment or change in use of Attachment to any FPL Pole without notification of Attachment or change in use or FPL's authorization shall be deemed to have been made on the effective date of this Agreement or the date of the last survey, whichever is later. FPL's acceptance of payment for unauthorized Attachments shall not constitute a waiver of any other rights or remedies under this Agreement or at law.

15.3 Licensee shall pay FPL a fifty dollar (\$50.00) Administrative Fee and, in addition, back rental to the date of the last physical survey for any Attachment to FPL Poles made without FPL's authorization. Provided, however, for such Attachments detected in a physical survey, Licensee's obligation to pay the Administrative Fee and back rental shall apply only to those

Attachments which were not authorized by FPL and which exceed three percent (3%) of Licensee's permits within the area being surveyed. In addition, if Licensee has entered into a CATV Attachment Agreement with FPL prior to the date of this Agreement, Licensee shall survey its existing Attachments and permits and within six months after the date of this Agreement and shall provide FPL with applications for permits for all such Attachments not previously authorized by FPL. FPL shall not charge Licensee the Administrative Fee or back rental for such subsequently permitted Attachments. FPL's acceptance of the Administrative Fee or back rent, or consent to waive such payment in the two situations set forth above, shall not constitute a waiver of any of FPL's other rights or remedies under this Agreement.

16. Payment of Bills or Invoices

Bills for inspections, surveys, expenses and other charges under this Agreement, except those advance payments specifically covered herein, shall be payable within thirty (30) days after presentation. Non-payment of bills shall constitute a default going to the essence of this Agreement and shall entitle FPL to immediately cancel this Agreement, at the option of FPL.

17. Default

If Licensee shall fail to comply with any of the provisions of this Agreement, or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from FPL to correct such default or non-compliance, FPL may, at its option, forthwith terminate this Agreement pursuant to Section 18 or cancel the permit covering the Poles as to which such default or noncompliance shall have occurred. FPL shall also have the right, at its option, to allow the Agreement to remain in effect but to deny any application for new Attachments until Licensee has cured its default or non-compliance. All remedies afforded in this Agreement shall be in addition to any other remedy provided herein or by law.

18. Term

The term of this Agreement shall be indefinite commencing on the effective date of this Agreement, as set forth above if not terminated under the terms of this Section. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other party. Upon termination of the Agreement in accordance with any of its terms, Licensee shall use its best efforts to remove as quickly as possible its cables, wires, and associated support hardware from all of FPL Poles. Following such removal a proportionate refund of all prepaid rentals shall be made only for those facilities removed. If not so removed, FPL shall have the right to remove them at the cost and expense of Licensee and without any liability therefor.

19. Automatic Termination

Notwithstanding the provisions of any other section herein, this Agreement shall automatically terminate one year after the date hereof in the event that Licensee has no existing permitted Attachments as of the date hereof and shall fail to apply for a permit within such year. In addition, individual permits issued under this Agreement may automatically expire as provided in Exhibit A and A-1.

20. No Property Rights

No use, however extended, of FPL Poles, under this Agreement, shall create or vest in Licensee any ownership or property rights in the FPL Poles, but Licensee's rights shall be and remain a mere license. This Agreement shall not be construed to compel FPL to maintain any of such FPL Poles for a period longer than demanded by its own service requirements. FPL reserves the right to deny the licensing of any FPL Poles to the Licensee for any reason whatsoever (within the sole discretion of FPL's Director of Distribution Engineering or Power System Engineering).

21. Non-Assignability

Licensee shall not assign, transfer or sublet in whole or part the privileges hereby granted or permit any other person to use or lash to Licensee's cables or wires which are attached to the FPL Poles for any purpose other than allowing Licensee to furnish Cable Service and/or Non-

Cable Service in the Service Area and Licensee shall not assign, transfer or sublet for such purpose without the prior written consent of FPL. FPL may in its sole and absolute discretion give consent or withhold consent.

The acceptance by FPL of attachment or other fees from any other person shall not be deemed to be a waiver of any provision of this Agreement or to be a consent to assignment or subletting by Licensee. If FPL, in its sole discretion consents to assignment, Licensee shall pay to FPL, FPL's administrative costs, overhead and fees of counsel in connection with such assignment or subletting a minimum of one hundred dollars (\$100.00).

22. Non-Exclusivity

Nothing herein contained shall be construed to confer on Licensee an exclusive right to make Attachments to FPL Poles in the area covered by this Agreement and any supplement thereto, and it is expressly understood that FPL has the unconditional right to permit any other person, firm or corporation to make attachments to the same FPL Poles in that area covered in this Agreement and supplements thereto.

23. Notices

All notices or other communications to either party by the other required under this Agreement shall be made in writing and addressed as follows:

To Licensee: Continental Cablevision of Jacksonville, Inc.
John Ridall
Vice President/District Manager
5934 Richard Street
Jacksonville, Florida 32216

With Copies to: Continental Cablevision of Jacksonville, Inc.
David Carl
Director of Finance
5934 Richard Street
Jacksonville, Florida 32216

11/6/90

To FPL: Florida Power & Light Company
Attn: _____

With Copies to: Dennis LaBelle, Principal Engineer
Distribution Engineering and
Service Planning Department/GO
Florida Power & Light Company
P.O. Box 029100
Miami, Florida 33102

24. Successors and Assigns

Subject to the provisions of Section 21 hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

25. Non-Waiver

Failure 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, nor shall either party be estopped to enforce or to seek relief from a prior breach.

26. Heading not Controlling

Headings used in this Agreement are for reference purposes only and shall not be deemed part of this Agreement.

27. Complete Agreement

This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes all prior Agreements, both oral and written, representations, statements, negotiations and undertakings by and between the parties. Notwithstanding the foregoing, any pole attachment transfer agreements between FPL and Licensee shall not be superseded by this Agreement.

28. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect and such invalid, illegal or unenforceable term or provision shall be deemed not to be a part of this Agreement.

Licensee: Continental Cablevision
of Jacksonville, Inc.

Witnesses:

Haylynne Lankford
Walter R. Dutton

By: *John Ridall*
Signature

John Ridall
Name (Print)

Vice President/District Manager
Title
(Officer/General Partner)

Attest: *Jennifer L. York*
Secretary
(if a corporation,
CATV Corporate
Seal)

Witnesses:

FLORIDA POWER & LIGHT COMPANY

By: *J. Oliveri*
Vice President

Attest: _____
Secretary
(FPL Corporate Seal)

EXHIBIT A

CABLE SERVICE ATTACHMENT APPLICATION AND PERMIT

CATV Coproration / Partnership

TYPE OF APPLICATION
(Check One)

- Make-Ready
- Non Make-Ready

_____, 19____
Date submitted by CATV Co.

_____, 19____
Date received by FPL

I. APPLICATION

In accordance with the terms of Agreement dated _____, 19____, application is hereby made for permit to make attachment to the following poles.

Location City: _____ County: _____ Florida

Pole Numbers Pole Locations (Indicate which poles require Make-Ready work)

I certify that the attachments shall be in compliance with the latest edition of the National Electric Safety Code and FPL requirements.

Licensee: _____

By: _____

NAME (Print)

SIGNATURE

TITLE

II. PERMIT

Estimated Make-Ready Cost

Permit Granted _____, 19____
(Subject to your approval of Make-Ready Cost)

\$ _____ payable in advance.

Permit Denied _____, 19____

Permit Number _____

Total Previous Poles _____

FLORIDA POWER & LIGHT COMPANY

Poles this Permit _____

By: _____

New Total Poles _____

Title: _____

III. GENERAL CONDITIONS

1. A "Make-Ready" permit will automatically expire if attachments are not made and completed within 60 days after notification in writing to Licensee by FPL that Make-Ready work has been completed.
2. A "Non Make-Ready" permit will automatically expire if attachments are not made and completed within 60 days after date of approval and is subject to field conditions and facilities on each pole at the time attachment is made. Licensee shall be required to bear any and all "Make-Ready" cost necessitated by previous attachments.
3. If permit is granted under Section II above, this permit automatically expires, as to the affected poles 30 days after written notice to Licensee that FPL intends to abandon a particular pole line. Within 30 days after such notice, Licensee shall either remove its Attachments from those poles or obtain all necessary permits and easements and, at the discretion of FPL, arrange to purchase such poles from FPL.

(OVER)

EXHIBIT A-1

CABLE & NON-CABLE SERVICE ATTACHMENT APPLICATION AND PERMIT

CATV Coproration / Partnership

TYPE OF APPLICATION (Check One)

- Make-Ready
Non Make-Ready

Date submitted by CATV Co.

Date received by FPL

I. APPLICATION

In accordance with the Agreement dated _____, 19__ application is hereby made for permit to attach cables which will carry both CABLE and NON CABLE signals, as defined in and subject to the terms of the CATV Attachment Agreements, of the following poles.

Location : City: _____ County: _____ Florida

Pole Numbers [X] Non-Cable Service Pole Locations (Indicate which poles require Make-Ready work)

I certify that the attachments shall be in compliance with the latest edition of the National Electric Safety Code and FPL requirements.

Licenses: _____

By: _____
NAME (Print)
SIGNATURE
TITLE

II. PERMIT

Estimated Make-Ready Cost

Permit Granted _____, 19__
(Subject to your approval of Make-Ready Cost)

\$ _____ payable in advance.

Permit Denied _____, 19__

Permit Number _____
Total Previous Poles _____
Poles this Permit _____
New Total Poles _____

FLORIDA POWER & LIGHT COMPANY

By: _____
Title: _____

III. GENERAL CONDITIONS

- 1. A "Make-Ready" permit will automatically expire if attachments are not made and completed within 60 days after notification in writing to Licensee by FPL that Make-Ready work has been completed.
2. A "Non Make-Ready" permit will automatically expire if attachments are not made and completed within 60 days after date of approval and is subject to field conditions and facilities on each pole at the time attachment is made. Licensee shall be required to bear any and all "Make-Ready" cost necessitated by previous attachments.
3. If permit is granted under Section II above, this permit automatically expires, as to the affected poles 30 days after written notice to Licensee that FPL intends to abandon a particular pole line. Within 30 days after such notice, Licensee shall either remove its Attachments from those poles or obtain all necessary permits and easements and, at the discretion of FPL, arrange to purchase such poles from FPL.

(OVER)

EXHIBIT C



PREPARED BY

W. A. WYATT
DISTRIBUTION ENGINEERING

SUBJECT

OVERHEAD LINE DESIGN
POLES-STRUCTURES-GUYING

SECTION

4.2.2

C. SELECTION OF POLE TYPE AND CLASS

1. Wood Vs. Concrete Pole

Concrete poles are considerably more expensive than wood poles; consequently, their use should be limited to situations where their extra cost can be justified. They should be used in areas where specified by management, preferably where the chance of future relocation is slight. They may also be used where future wood pole replacement costs would be extremely high, e.g., duct system riser poles, three phase deadends or corner poles.

2. Torsional Loading

In designing deadend or corner poles using crossarms, it is important to balance tensions or provide arm guys so that the pole is not subjected to torsional loads. Concrete poles do not resist torsion very well, especially at the top of a pole; therefore such loads can cause failure. Wood poles, though tolerant of temporary torsional loads, will over a period of time become permanently deformed.

To provide adequate strength to resist sudden and/or accidental torsional loading of concrete poles, a class 3H pole should be used at all new two or three phase deadends using a crossarm regardless of conductor size. Two and three phase crossarm lateral pulloff deadends do not require a H pole because of the added strength at the buck level due to increased pole cross-section area and reinforcing.

3. Wind Loading

Wind loading is applied at right angles to the pole line. It consists of the moment due to the pressure of the wind upon the pole itself, plus the moment due to wind acting upon the conductors (one-half span in each direction from the pole), plus any moment due to wind acting upon transformers or capacitor banks installed on the pole.

a. Wind Loading Upon Pole

The wind forces upon a pole are considered to be directed against the "projected area" of the pole. This is a trapezoid whose area is

$$A = H_1 \left(\frac{a + b}{2} \right)$$

where H_1 = the pole's height above the ground line.

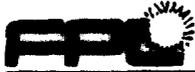
For a wood pole, a = diameter at pole top

b = diameter at ground line.

For a concrete pole, a and b are the widths of one face at top and ground line respectively.

EXHIBIT C

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through 34 of 59)



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4.2.2

The strength of this pole, as calculated on Page 4, is 145,561 ft.-lbs. Subtracting the wind load from this leaves

$$145,561 - 23,458 = 122,103 \text{ ft.-lbs.}$$

Dividing this by a safety factor of 4, we have 30,526 ft.-lbs. as the initial allowable moment available for conductors and other attachments.

The NESC permits the safety factor to be reduced to 2.67 for existing installations when the pole is nearing replacement age (see NESC Table 261-3). However, this does not take into account the reduced strength of the pole due to deterioration.

Example of Calculation for Concrete Pole: Calculate the wind load on a 45' IIIH pole.

$$\text{Area of pole face} = A = H_1 \times \frac{1}{12} \times \left[\frac{a+b}{2} \right] = 38' \times \frac{1}{12} \times \left[\frac{9.0 + 15.33}{2} \right]$$

$$A = \frac{38}{12} \times \frac{24.33}{2} = 38.52 \text{ sq. ft.}$$

$$\text{Height of Center of Area } H_{CA} = \frac{H_1 (b + 2a)}{3 (b + a)} = \frac{38 \times 33.33}{3 \times 24.33} = 17.35 \text{ ft.}$$

$$\text{Moment arm} = H_{CA} + D_P = 17.35' + \frac{7}{3} = 19.69 \text{ ft.}$$

Wind Load $M_P = \text{Wind Pressure} \times \text{Area} \times \text{Moment Arm} \times \text{Shape Factor} \times \text{Safety Factor}$

$$= 9 \text{ p.s.f.} \times 38.52 \text{ sq. ft.} \times 19.69 \text{ ft.} \times 1.6 \times 2.5$$

$$= 27,304 \text{ ft.-lbs.}$$

The ultimate strength of this pole was previously calculated to be 155,400 ft.-lbs. Subtracting the wind load and dividing the result by a safety factor of 2.5, we have $\frac{155,400 - 27,304}{2.5} = 51,238 \text{ ft.-lb.}$ as the allowable moment available for conductors and other attachments.