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**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

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COMMISSION
CLERK

Bright House Networks, LLC,

Complainant

v.

Tampa Electric Company,

Respondent.

File No. EB-06-MD- _____

To: Enforcement Bureau
Market Disputes Resolution Division

POLE ATTACHMENT COMPLAINT

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- RCA _____
- SCR _____
- SGA _____
- SEC 1
- OTH _____

Gardner F. Gillespie
J. D. Thomas
Paul A. Werner III
HOGAN & HARTSON LLP
Columbia Square
555 Thirteenth Street, N.W.
Washington, D.C. 20004
T: 202.637.5600
F: 202.637.5910
gfgillespie@hhlaw.com
jdthomas@hhlaw.com
pawerner@hhlaw.com

Attorneys for Complaina

February 21, 2006

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FPSC-COMMISSION CLERK

EXECUTIVE SUMMARY

Bright House Networks, LLC (“BHN”), brings this Complaint pursuant to Section 224 of the Federal Communications Act of 1934 (“Communications Act” or “Act”), 47 U.S.C. § 224, and Federal Communications Commission (“FCC”) Rule 1.1404, 47 C.F.R. § 1.1404, to prevent Tampa Electric Company (“TECO”) from imposing unjust and unreasonable pole attachment rates, terms and conditions and prejudging federal communications policy. Specifically, TECO is seeking a Florida state court order purporting to give TECO the right to impose a “telecommunications rate” in the amount of \$17.87 supposedly calculated under Section 224(e) for all BHN attachments because BHN’s attachments are used to provide cable VoIP “Digital Phone” service. Cable VoIP service generally – and BHN’s “Digital Phone” offering specifically – is *not* a telecommunications service and is therefore *not* subject to the Section 224(e) telecommunications rate.

With this Complaint, BHN seeks a Commission determination that TECO’s efforts to collect the telecommunications rate for all attachments is unjust and unreasonable under 47 U.S.C. § 224. The proper rate for such attachments is no greater than \$5.63 per pole (the Section 224(d) rate that TECO has calculated), and it may well be lower.

While TECO is not entitled to the telecommunications rate for BHN’s cable VoIP attachments on all approximately 160,000 TECO poles, TECO is entitled to that rate for BHN attachments used by a BHN customer to provide services that meet the definition of “telecommunications service.” There are 7,375 such poles. But rather than the telecommunications rate of \$17.87 per pole that TECO seeks for the 2005 period,

the actual rate should be no higher than \$8.56 per pole for that period. It, too, may well be lower. The back rental payments at the telecommunications rate that it seeks for the four preceding years – 2001, 2002, 2003, 2004 – are similarly excessive.

Accordingly, the Commission should grant the relief that BHN requests.

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ATTACHMENT LIST

Declaration of J. D. Thomas

Declaration of Eugene White

Exhibit 1: Pole Attachment Agreements

Exhibit 2: November 21, 2005, Letter from Thomas Hernandez to Dick Rose (with attached invoices)

Exhibit 3: December 8, 2005, Letter from Dick Rose to Thomas Hernandez

Exhibit 4: *Tampa Electric Co. v. Bright House Networks, LLC*, Case No. 06-00819, Complaint, filed January 30, 2006.

Exhibit 5: February 17, 2006, Letter from J. D. Thomas to Michael Hooker, Re: Bright House Networks and Tampa Electric Company (with attached Schedule A)

Exhibit 6: Tampa Electric Company Cable-Only Pole Attachment Rate Spreadsheet

Exhibit 7: Tampa Electric Company Telecom Pole Attachment Rate Spreadsheet

Exhibit 8: February 17, 2006, Letter from J. D. Thomas to Michael Hooker, Re: Tampa Electric Company

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File No. EB-06-MD- _____

POLE ATTACHMENT COMPLAINT

Pursuant to Section 1.1401 *et seq.* of the Commission's Rules, 47 C.F.R. § 1.1401, Complainant BHN Networks, LLC ("BHN" or "Complainant") submits this Pole-Attachment Complaint for unjust and unreasonable terms and conditions of attachment against Tampa Electric Company ("TECO" or "Respondent").

I. PARTIES

1. Complainant BHN provides cable television and other lawful communications services to subscribers in Tampa, Florida. It has a general Florida office address of 700 Carillon Parkway, Suite #1, St. Petersburg, Florida 33716.

2. Respondent TECO supplies electricity and energy services in the state of Florida. It is a Florida Corporation with its principal place of business in Florida. It possesses a general office address of P.O. Box 31318, Tampa, Florida 33631-3318.

II. JURISDICTION

3. This Commission has jurisdiction over this action under the Communications Act of 1934, as amended, including, but not limited to, Section 224 thereof. See 47 U.S.C. § 224.

4. TECO owns or controls utility poles in the state of Florida. Such poles are used for the purposes of wire communications.

5. A copy of BHN's current pole attachment agreements with TECO is attached as Exhibit 1 to this Complaint.

6. Upon information and belief, TECO is not owned by any railroad, any person that is cooperatively organized or any person owned by the United States Government or any Government of a United State.

7. Upon information and belief, the State of Florida, including its political subdivisions, agencies, or instrumentalities, does not regulate the rates, terms or conditions of pole attachments in the manner required by Section 224 of the Communications Act. See *States That Have Certified That They Regulate Attachments*, 7 FCC Rcd. 1498 (February 21, 1992).

8. Attached to this Complaint is a certificate of service certifying that service was effected on TECO, and each federal, state and local agency which regulates any aspect of services provided by TECO.

III. DISCUSSION

9. This Complaint addresses two fundamentally unlawful actions that TECO is taking against BHN. First, TECO is attempting to apply a Telecom Rate to all BHN attachments, even though only a fraction of these attachments (less than five percent) are actually used by a telecommunications carrier to provide telecommunications services. Second, the pole attachment rates that TECO is attempting to impose on BHN themselves are unlawful. The Commission should therefore grant BHN its requested relief to stop these unlawful actions.

A. Factual Background

10. BHN provides its subscribers an array of cable communications services, including broadband video, internet and “Digital Phone” services in Tampa, Florida. See Declaration of Eugene White at ¶ 4 (hereinafter White Declaration).

11. BHN’s “Digital Phone” service, as a VoIP service, is based on Internet Protocol technology and travels to subscribers over its proprietary network – the same broadband fiber/coaxial network used to provide the rest of its communications services, including cable television. See White Declaration at ¶ 19.

12. BHN began offering subscribers its “Digital Phone” service in January 2005. See White Declaration at ¶ 16.

13. BHN’s Digital Phone service is not a telecommunications service. See 47 U.S. C. § 224(e); see also *id.* § 153(43) & (46).

14. In order to provide any of its communications services, including its “Digital Phone” VoIP service in Tampa, Florida, BHN must attach to utility poles owned and maintained by TECO. See White Declaration at ¶ 5.

15. BHN is currently attached to approximately 160,000 TECO poles in order to provide its array of cable communications services to its subscribers, including “Digital Phone.” See White Declaration at ¶¶ 10; Exh. 2, at 3.

16. One of BHN’s commercial customers is a telecommunications carrier that uses 7,375 of BHN’s attachments to TECO’s poles to provide circuit-switched telecommunications services to customers. See White Declaration at ¶¶ 13. BHN made TECO aware of this arrangement and the service provided over the leased capacity in 1989. See White Declaration at ¶¶ 12.

17. BHN made its attachments to TECO’s poles pursuant to a pole attachment agreement between BHN and TECO, under which BHN pays TECO an annual rental rate for the attachments made to its utility poles. See Exh. 1.

18. On or about February 18, 2004, BHN committed to negotiating a new pole attachment agreement with TECO in order to consolidate ten (10) pole attachment agreements between the two companies and their predecessors dating back to 1965. Those negotiations were scheduled to be completed by June 1, 2004. See White Declaration at ¶¶ 7.

19. Those negotiations ultimately stalled on or about November 21, 2005 once TECO demanded that BHN pay a “telecommunications rate” for BHN attachments to approximately 160,000 poles because BHN was providing “Digital Phone” cable VoIP service on those attachments. ^{1/}

20. On November 21, 2005, TECO’s Vice President for Energy Delivery, Thomas Hernandez, sent BHN a letter demanding that BHN immediately pay

^{1/} The FCC’s “telecommunications rate” formula is specified at 47 U.S.C. § 224(e) and 47 C.F.R. 1.1404(e)(2) and shall be referred to herein as the “Telecom Rate.”

back rental of more than \$6.6 million for all of its attachments to TECO's poles during a five-year period dating back to 2001. See Exh. 2, at 1.

21. Two invoices were attached to the November 21, 2005, letter and purport to back bill BHN for the difference between the rate that TECO billed and that BHN paid during a five-year period dating back to December 31, 2001 and the so-called "actual rate" that was purportedly due from BHN during that period. See Exh. 2, at 3-4.

22. On December 8, 2005, BHN's Vice President of Finance, Dick Rose, responded to TECO's November 21, 2005 letter. In that letter, BHN agreed with TECO that the parties should negotiate a new pole-attachment agreement to replace the 10 different pre-existing agreements between the parties and, toward that end, requested that TECO provide it a Word version of the current pole-attachment agreement draft for its review and comment. See Exh. 3, at 1.

23. Regarding the invoices attached to TECO's November 21, 2001, letter, BHN noted that the FCC has yet to classify VoIP service, such as its "Digital Phone" service, for regulatory purposes and that, unless and until that agency classifies VoIP as a "telecommunications service," pole attachments to provide VoIP service cannot properly be subjected to the Telecom Rate. See Exh. 3, at 1-2. BHN further advised TECO that the FCC was in fact currently undertaking this regulatory inquiry both in the context of a rulemaking proceeding as well as an adjudication of another cable company's complaint concerning another utility's attempt to impose the Telecom Rate on pole attachments used to provide VoIP service. See Exh. 3, at 1-2.

24. TECO responded to this BHN overture with a state-court complaint. See Exh. 4.

25. BHN attempted to resolve one aspect of this dispute in advance of filing its Pole-Attachment Complaint by offering to pay TECO the proper telecommunications pole attachment rate. See Exh. 5. As of this filing, TECO has not responded to its offer.

B. TECO's Application Of The Telecom Rate To Pole Attachments Used For VoIP Service Is Unjust And Unreasonable

26. TECO's demand – backed by a state court lawsuit – that BHN pay the telecommunications rate for all of its 160,000 attachments over which its cable VoIP “Digital Phone” service travels is an unjust and unreasonable pole attachment rate, term and condition.

27. TECO's demand, and the entirety of its state court complaint, rests exclusively on the following quacks-like-a-duck thesis: because VoIP service involves a phone, some wires, and the human voice, it *is* a “telecommunications service” for pole-attachment rental rate (and all other) purposes. No Commission precedent, however, categorizes cable VoIP service as a “telecommunications service,” or otherwise subjects cable system attachments used to provide such service to Section 224(e)'s Telecom Rate. To the contrary, Commission precedent overwhelmingly favors novel applications of advanced technology without imposing a utility pole attachment penalty. See, e.g., *Heritage Cablevision Assocs. of Dallas, L.P. v. Texas Util. Elec. Co.*, 6 FCC Rcd 7099 (1991), *recon. dismissed*, 7 FCC Rcd 4192 (1992), *aff'd sub nom. Texas Util. Elec. Co. v. FCC*, 977 F.2d 925 (D.C. Cir. 1993). Indeed, allowing the Telecom Rate to operate as a surcharge on facilities-based VoIP providers not applicable to non-facilities “over-the-top” or “plug-in” providers such as Vonage would have the direct effect of undermining the Commission's policy objective of fostering – not penalizing – facilities-

based communications providers' deployment of advanced services. See White Declaration at ¶ 20.

28. BHN's "Digital Phone" VoIP service sends voice traffic to its customers on the exact same fiber-optic and coaxial cable – BHN's cable network – that BHN uses to provide video and cable-modem services. See White Declaration at ¶ 19. In addition to being provided over the exact same wires as services that clearly fall within the "cable-only" Section 224(d) rate, the protocols, electronic components and other characteristics of VoIP (and other Internet Protocol services) are sufficiently distinct from telecommunications service that the Commission is currently considering the appropriate regulatory classification of all IP-enabled services, including VoIP service, "[s]tarting from the premise that IP-enabled services are minimally regulated." ^{2/}

29. Whether or not the Commission ultimately concludes that VoIP service is a "telecommunications service," a "cable service," an "information service" or something else entirely in the *IP-Enabled Services NPRM* rule-making proceeding, this complaint seeks a Commission determination that TECO's efforts to collect a Telecom Rate for "Digital Phone" now (and going back to 2001) is unlawful.

30. The Commission has broad discretion under Sections 224(b)(1) and 224(e)(1) and already has exercised that pro-competitive discretion successfully in the *Heritage* case (for cable system attachments with surplus fiber capacity used for "non-traditional" applications) ^{3/} and in its Report and Order *Implementation of Section*

^{2/} *In the Matter of IP-Enabled Services*, Notice of Proposed Rulemaking, 19 FCC Rcd 4863, 4868, ¶ 5 (2004) (hereinafter "*IP-Enabled Services NPRM*").

^{3/} *Heritage Cablevision Assocs. of Dallas, L.P. v. Texas Util. Elec. Co.*, 6

703(e) of the Telecommunications Act of 1996, 13 FCC Rcd 6777, ¶¶ 30-31 (1998) (hereinafter "1998 Order"), which addressed the appropriate rate for pole attachments used to provide cable modem services.

31. First, in the late 1980s when cable operators began their first large-scale deployments of fiber-optic cables to upgrade cable system capacity and functions, Heritage Cablevision Associates of Dallas began offering non-video communications services (e.g., data transmission), as well as traditional cable services, over fiber-upgraded plant overlashed to attachments to poles owned by Texas Utilities Electric Company. Taking the position that non-traditional services were outside the Commission's jurisdiction, the utility imposed a \$50-100 per-pole surcharge on those attachments. The Commission subsequently rebuffed the pole owner, however, ruling that the plain language of the statute, supported by the important pro-competitive policies that led to the original Pole Attachment Act, gave it jurisdiction over "any attachment by a cable system."^{4/} Relying on its authority under Section 224(b) – to ensure that rates are "just and reasonable" – the Commission prohibited Texas Utilities

FCC Rcd 7099 (1991), *recon. dismissed*, 7 FCC Rcd 4192 (1992), *aff'd sub nom. Texas Util. Elec. Co. v. FCC*, 977 F.2d 925 (D.C. Cir. 1993) (hereinafter "*Heritage*") ("We agree that a principal goal in enacting Section 224 was to facilitate the development of traditional cable television services to the public However, . . . Congress was aware that cable might not evolve beyond its traditional video offerings if utilities were able to employ overly restrictive pole attachment agreements to frustrate these potential competitors in the provision of nonvideo services."). In affirming the Commission's ruling in *Heritage*, the United States Court of Appeals for the District of Columbia Circuit held that, in light of certain ambiguities in the plain-language meaning of Section 224, the Commission's interpretation of the provisions was reasonable. *Texas Util. Elec. Co.*, 997 F.2d at 927 ("We are unable to find in the [Pole Attachment Act] or its legislative history a clearly expressed intent on the part of Congress to limit the FCC's jurisdiction to pole attachments that are used strictly for traditional video programming. Faced with this statutory ambiguity, we believe the Commission has arrived at a permissible construction, rational and consistent with the congressional purpose in enacting the [Pole Attachment Act].").

^{4/} See *Heritage* at ¶¶ 11, 16.

from imposing a separate surcharge on top of the regulated Cable Rate regardless of the “type of service being provided over the equipment attached to its poles.” 5/

32. The Commission reaffirmed the approach it adopted in *Heritage* in its 1998 rulemaking implementing Section 224(e). There, the Commission held that video attachments “commingled” with Internet services in the same wire or fiber optic cable are covered by the Pole Attachment Act and that it had authority under Section 224(b)(1) to apply the Cable Rate instead of the Telecom Rate. That rate, it explained, would “encourage greater competition in the provision of Internet service and greater benefits to consumers.” 6/ Recognizing that it is “obligated under Section 224(b)(1) to ensure that the ‘rates, terms and conditions [for any pole attachments] are just and reasonable,’ ” the Commission concluded, “[i]n [its] discretion,” to “apply the [Cable Rate] as a ‘just and reasonable’ rate for the pro-competitive reasons discussed above.” 7/ In so ruling, the Commission “emphasize[d] the pervasive purpose of the 1996 Act and the premise of the Commission’s *Heritage* decision, to encourage expanded services, and that a higher or unregulated rate deters this purpose.” 8/

33. When the Commission rendered this decision, it had yet to classify cable internet service as either a “telecommunications service” or an “information service.” Nevertheless, in *Nat’l Cable & Telecomm. Ass’n v. Gulf Power Co.*, the Supreme Court upheld its decision, noting that that the Commission’s choice of the

5/ *Heritage* at ¶ 32.

6/ *1998 Order*, 13 FCC Rcd at ¶¶ 30-32.

7/ *Id.* at ¶ 34.

8/ *Id.*

Cable Rate would be “sensible,” even if the Commission eventually classified cable modem services as “telecommunications services.” 534 U.S. 327, 333 (2002).

Congress may well have chosen to define a “just and reasonable” rate for pure cable television service, yet declined to produce a prospective formula *for commingled cable service*. The latter might be expected to evolve in directions Congress knew it could not anticipate It might even have been thought prudent to provide set formulas for telecommunications service and “solely cable service,” and to leave unmodified the FCC’s customary discretion in calculating a “just and reasonable” rate for *commingled* services. *Id.* at 337-39 (emphasis added).

The *Gulf Power* Court rejected the argument made by pole owners to the effect that, “if a cable company attempts to innovate at all and provide anything other than pure television, it loses the protection of the Pole Attachments Act and subjects itself to monopoly pricing.” *Id.* at 339. “[A]ccepting” it, the Court explained, “would defeat Congress’ general instruction to the FCC to ‘encourage the deployment’ of broadband Internet capability and, if necessary, ‘to accelerate deployment of such capability by removing barriers to infrastructure investment.’” *Id.* (citations omitted).

34. For these reasons, TECO’s attempt to impose a more than \$6.6 million penalty on BHN’s cable VoIP attachments 9/ must be stricken. These attachments must be assessed the same rate as pole attachments used to provide cable and Internet services. The Commission should rely on its time-tested pro-competition and Supreme-Court-approved discretion 10/ again here to conclude that, for purposes of determining just and reasonable pole attachment rates for attachments

9/ As discussed below, TECO arrives at this penalty amount by charging a Telecom Rate twice as high as the statute and the Commission’s rules permit, see Complaint *infra* at ¶¶ 39-52 and Exhs. 6 & 7, and by applying that rate to BHN *four years before* BHN even began providing its Digital Phone service. See White Declaration, Exh. 2, at 16.

10/ See *Nat’l Cable & Telecomm. Ass’n v. Gulf Power Co.*, 534 U.S. 327, 333 (2002).

used for cable VoIP service, the lawful rental rate is found in Section 224(d). See 47 U.S.C. § 224(d).

C. Even If “Digital Phone” Were a Telecommunications Service Subject to the Telecommunications Rate, TECO Cannot Impose The Telecom Rate On Pole Attachments Not Used To Provide “Digital Phone” VoIP Service

35. TECO demands that BHN pay back rental payments for all of its approximately 160,000 attachments used to provide “Digital Phone” VoIP service for five years beginning in 2001. See Exh. 2 at 1-4. The total amount that TECO seeks is \$6,666,763.88. See Exh. 2 at 4.

36. However, BHN only started providing its “Digital Phone” service to its subscribers in January 2005 – and thus did not do so during four years of the five-year period for which TECO seeks back rental payments (*i.e.*, 2001, 2002, 2003, 2004). See White Declaration at ¶ 16. The total amount in back rent that TECO seeks for the years 2001, 2002, 2003 and 2004 is \$4,697,751.80. See Exh. 2 at 3-4.

37. Accordingly, even if the Telecom Rate were somehow lawfully to apply to BHN’s attachments used to provide “Digital Phone” VoIP service, that rate cannot apply to approximately 160,000 attachments for four past years during which it did not ever use those attachments for its cable “Digital Phone” VoIP service.

38. Consequently, TECO’s demand that BHN remit nearly \$5 million dollars worth of supposed back rental payments under the Telecom Rate for four years during which its attachments were not used to provide “Digital Phone” VoIP service is unjust and unreasonable and, therefore, unlawful.

D. TECO Has Imposed Excessive Pole Rates

39. TECO has imposed excessive pole attachment rates (in addition to *applying* those rates to a wildly inflated number of poles as shown in Paragraphs 12, 16, 26-34 & 35-38), in one, or possibly two, ways.

40. First, TECO may have imposed an excessive cable-only rate. Second, TECO has imposed an excessive Telecom Rate for telecommunications attachments.

1. Section 224(d) "Cable" Rate

41. Attached as Exhibit 6 is a spreadsheet demonstrating TECO pole attachment rates. Using the "standard" FCC presumptive deduction of 15% of net investment for cross arms and other appurtenances that should not be allocated to the attaching party, BHN has calculated a rate of \$5.66 per pole. 11/

42. Upon information and belief, and experience with calculating pole rates for other pole owners, reliance on this presumption may allow TECO to substantially over-recover its properly allocable costs in the pole attachment rate. 12/ Exhibit 6 contains alternative calculations, one projecting a 25% appurtenance deduction, the other projecting a 40% appurtenance deduction. If the appurtenance

11/ This rate is actually three cents higher than that assessed by TECO. The calculation was performed using FERC Form 1 data and an estimate of poles (330,000) that TECO has in service. Complainant will revise its calculation once it receives this information – which it has requested – from TECO.

12/ Attached as Exhibit 8 is a letter sent to TECO requesting the data necessary to determine the actual proration of unallocable appurtenances booked to Account 364, as well as an exact pole count.

deduction is 25%, the rate should not be greater than \$4.99. If it is 40%, it should not be greater than \$4.00. 13/

2. Telecommunications Rate

43. TECO has invoiced BHN a Telecom Rate in the amount of \$17.87 per pole per year beginning in 2005. This rate is excessive, unjust and unreasonable.

44. Attached as Exhibit 7 is a spreadsheet showing that TECO's telecommunications rate should be no greater than \$8.56 and, depending on the true amount of the appurtenance deduction, could be less.

45. This rate should be applied to the 7,375 poles that BHN's commercial customer uses to provide telecommunications services, for 2006.

46. In addition, TECO back-billed BHN at a Telecom Rate of \$17.87 for attachments used to provide telecommunications service during the 2005 rental period, but the correct rate should be no greater than \$8.56 and, depending on the real amount of the appurtenance deduction, could be less. 14/

47. TECO back-billed BHN at a Telecom Rate of \$16.88 for attachments used to provide telecommunications service during the 2004 rental period, but a correct rate should be no greater than \$7.98 and, depending on the real amount of the appurtenance deduction, could be less. 15/

13/ A 25% and 40% deduction would produce a maximum, fully-implemented telecom rate in the amount of \$7.55 and \$6.04 respectively, assuming five attaching entities. See 47 C.F.R. § 1.104(e)(2); *Amendment of Rules & Policies Governing Pole Attachments*, 16 FCC Rcd 12,103, 12,140, ¶ 72 (2001).

14/ See Exh. 7.

15/ This amount is equal to 80% of the difference between the cable-only rate of \$5.66 and the fully implemented Telecom Rate of \$8.56. See 47 U.S.C. § 224(e)(4).

48. TECO back billed BHN at a Telecom Rate of \$14.43 for attachments used to provide telecommunications service during the 2003 rental period, but the correct rate should be no greater than \$7.40 and, depending on the real amount of the appurtenance deduction, could be less. 16/

49. TECO back billed BHN at a Telecom Rate of \$12.00 for attachments used to provide telecommunications service during the 2002 rental period, but the correct rate should be no greater than \$6.82 and, depending on the real amount of the appurtenance deduction, could be less. 17/

50. TECO back billed BHN at a Telecom Rate of \$9.24 for attachments used to provide telecommunications service during the 2001 rental period, but the correct rate should be no greater than \$6.24 and, depending on the real amount of the appurtenance deduction, could be less. 18/

51. As indicated at note 12 and Exh. 8, BHN has requested additional information from TECO relating to Account 364 and the presumptive 15% deduction for appurtenances that, if provided, may demonstrate that even these corrected estimated rates are far in excess of the proper rental rate during each of these periods for attachments used to provide "telecommunications service." Again, if this proves to be the case, BHN will advise the Commission as appropriate.

16/ This amount is equal to 60% of the difference between the cable-only rate of \$5.66 and the fully implemented Telecom Rate of \$8.56. See 47 U.S.C. § 224(e)(4).

17/ This amount is equal to 40% of the difference between the cable-only rate of \$5.66 and the fully implemented Telecom Rate of \$8.56. See 47 U.S.C. § 224(e)(4).

18/ This amount is equal to 20% of the difference between the cable-only rate of \$5.66 and the fully implemented Telecom Rate of \$8.56. See 47 U.S.C. § 224(e)(4). Note that all amounts specified in ¶¶ 46-50 apply only to the number of attachments used by BHN's commercial telecommunications carrier customer that provides telecommunications services in the Tampa Electric and BHN service area.

52. Accordingly, in so far as the Telecom Rate properly applies to BHN's pole-attachments used by Time Warner Telecom, the rental rate based on that formula that TECO seeks is excessive and therefore constitutes an unjust and unreasonable term and condition of attachment in violation of federal law. See 47 U.S.C. § 224.

E. Additional Informal Efforts To Resolve This Dispute Would Be Futile

53. Despite the fact that the parties' pole agreement negotiations failed, and that TECO was taking a hard line on its unlawful demands for the telecommunications rate for BHN's "Digital Phone" attachments, BHN has sought to negotiate with TECO in good faith. See December 8, 2005 letter from Dick Rose to TECO's Vice President of Energy Delivery, Thomas Hernandez, Exh. 3.

54. TECO's response was a state-court lawsuit. See Exh. 4.

55. Further attempts by the parties to resolve this dispute informally will not prove worthwhile.

* * *

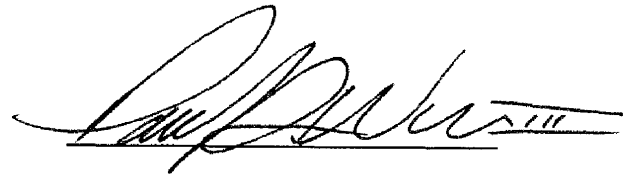
IV. RELIEF REQUESTED

For all the reasons set forth in this Complaint, BHN respectfully requests that the Commission issue an Order:

- Asserting its primary jurisdiction over all matters raised in this Complaint;
- That Section 224(e)'s Telecom Rate does not apply to pole attachments used by BHN to provide cable VoIP service;
- That the just and reasonable pole rental for those pole attachments used to provide VoIP service is that set forth at Section 224(d);
- That TECO's attempt to apply the Telecom Rate to pole attachments that are used to provide cable VoIP service is an unjust, unreasonable and unlawful pole attachment rate, term and condition;
- That TECO's attempts to impose the Telecom Rate to pole attachments used for video and modem services only is an unjust and unreasonable term and condition of attachment;
- That TECO's Telecom Rate shall not exceed \$8.56 for the years 2005 and 2006;
- Applying the Telecom Rate not to exceed \$7.98 for year 2004;
- Applying the Telecom Rate not to exceed \$7.40 for year 2003;
- Applying the Telecom Rate not to exceed \$6.82 for year 2002;
- Applying the Telecom Rate not to exceed \$6.24 for year 2001;
- Finding that the Telecom Rate shall be applied only to BHN attachments to 7,375 TECO poles used to provide telecommunications service;

- That TECO cease and desist its unlawful, unjust and unreasonable terms and conditions of attachment in a manner consistent with this Complaint;
- That TECO cease and desist from future employment of such unreasonable terms and conditions of attachment; and
- Awarding such other relief as the Commission deems just, reasonable and proper.

Respectfully submitted,



Gardner F. Gillespie
J. D. Thomas
Paul A. Werner III
HOGAN & HARTSON LLP
Columbia Square
555 Thirteenth Street, N.W.
Washington, D.C. 20004
T: 202.637.5600
F: 202.637.5910
gfgillespie@hhlaw.com
jdthomas@hhlaw.com
pawerner@hhlaw.com

February 21, 2006

Attorneys for Complainant

CERTIFICATE OF SERVICE

I, Christine Reilly, hereby certify that on this 21st day of February, 2006, I have had hand-delivered, and/or placed in the United States mail, and/or sent via electronic mail, a copy or copies of the foregoing **POLE ATTACHMENT COMPLAINT**, with sufficient postage (*where necessary*) affixed thereto, upon the following:

Marlene H. Dortch (**Orig. & 4 copies**) (hand delivery)
Secretary
Federal Communications Commission
445 12th Street, S.W.
Room TW-A325
Washington, D.C. 20554

Best Copy and Printing, Inc. (hand delivery)
Federal Communications Commission
Room CY-B402
445 12th Street, SW
Washington, D.C. 20554

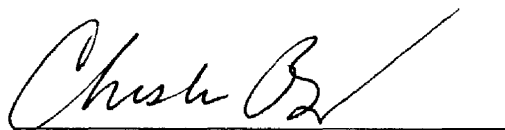
Alex Starr (hand delivery, email, fax)
Lisa Saks
Rhonda Lien
Federal Communications Commission
Enforcement Bureau
Market Disputes Division
445 12th Street, S.W.
Washington, D.C. 20554

General Counsel
Tampa Electric Company
P.O. Box 111
Tampa, Florida 3301-0111

Michael S. Hooker
Glenn Rasmussen Fogarty & Hooker, P.A.
100 S. Ashley Drive, Suite 1300
Tampa, FL 33602

Federal Energy Regulatory Commission (U.S. mail)
888 First Street, NW
Washington, D.C. 20426

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

A handwritten signature in cursive script, appearing to read "Chris B.", is written over a solid horizontal line. The signature is positioned in the upper right quadrant of the page.

Declaration of J. D. Thomas

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

Bright House Networks, LLC,

Complainant

v.

Tampa Electric Company

Respondent.

File No. EB-06-MD-____

DECLARATION OF JOHN DAVIDSON THOMAS

I, John Davidson Thomas, hereby declare under the penalty of perjury of the laws of the United States:

1. As counsel to Bright House Networks, LLC, Complainant in this proceeding, I am familiar with the factual matters included in the Pole Attachment Complaint.

2. I prepared the rate calculations attached to the Complaint at Exhibits 6-7 and they are true and correct to the best of my knowledge, information and belief.

3. I was responsible for and oversaw the preparation of the above-captioned Pole Attachment Complaint. I verify that the Pole Attachment Complaint and all exhibits are true and accurate to the best of my knowledge, information and belief.

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

Bright House Networks, LLC,

Complainant

v.

Tampa Electric Company

Respondent.

File No. EB-06-MD-____

DECLARATION OF JOHN DAVIDSON THOMAS

I declare, under the penalty of perjury, that the foregoing Declaration is true and correct.

 dated: 2/21/06

Declaration of Eugene White

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

Bright House Networks, LLC,

Complainant

v.

Tampa Electric Company

Respondent.

File No. EB-06-MD-____

DECLARATION OF EUGENE WHITE

I, Eugene White, hereby declare under the penalty of perjury of the laws of the United States:

1. I am over the age of 18, competent to give this Declaration, and have personal knowledge of the facts set forth herein.

2. I am Vice President for Engineering for Bright House Networks, LLC ("BHN"), in the Tampa, Florida area. Part of my management and executive responsibilities include pole attachment issues with utility companies in and around Tampa and surrounding areas of Hillsborough, Hernando, Pasco and Polk counties. In particular, I have had significant dealings with Tampa Electric ("TECO") over the years.

3. I have worked in the cable television industry for more than 34 years. I have worked in and around the greater Tampa area in cable television engineering (and construction) for more than 19 years.

4. BHN provides its subscribers an array of cable communications services, including broadband video, internet and Voice over Internet Protocol (VoIP) "Digital Phone" services in Tampa, Florida.

5. In order to provide any of its communications services, including its "Digital Phone" service in Tampa, Florida, BHN must attach to utility poles owned and maintained by TECO.

6. It has been my experience that pole-attachment relationships between cable operators and electric utility pole owners often can be strained. My employer, BHN, and its predecessors in the Tampa area, have had some disputes with TECO in the past. Prior to this litigation, there was a significant dispute over an audit that TECO had conducted that ultimately settled.

7. In addition to that dispute, BHN had been engaged in discussions to consolidate its many pole attachment agreements into a single, integrated agreement. On or about February 18, 2004, BHN committed to negotiating a new pole attachment agreement with TECO in order to consolidate ten (10) pole attachment agreements between the two dating back to 1965. Those negotiations were scheduled to be completed by June 1, 2004 but stalled when TECO demanded that BHN pay a very high telecommunications rate going back far more than five years (to 2001).

8. This most recent dispute with TECO – which intensified when TECO sued BHN in state court in Tampa – like the prior dispute is, I believe, driven in significant part by the utility's desire to generate additional revenue sources from its poles which I do not believe is reasonable.

9. Specifically, TECO's lawsuit is to collect back rental payments for that five-year period during which it asserts that BHN provided telecommunications service subject to the telecommunications service pole-attachment rate across its entire cable network.

10. This network contacts approximately 160,000 TECO poles across BHN's (and TECO's) service area. The principal basis for TECO's allegation is that BHN's "Digital Phone" product – in its view – constitutes a telecommunications service.

11. For the 2005 annual rental period alone, for example, TECO seeks to recover nearly two (2) million dollars in back rental payments on this theory. TECO arrived at this sum by calculating the difference between the rental assessed and paid by BHN under the \$5.63 rate applicable to attachments used to provide cable services (*i.e.*, the Cable Rate) and that which, according to TECO, BHN incurred and owed under the \$17.87 rate applicable to attachments used to provide telecommunications service (*i.e.*, the Telecom Rate). All told, TECO seeks to recover nearly seven (7) million dollars of allegedly outstanding rental payments it claims are due under the Telecom Rate formula for all of its approximately 160,000 pole attachments for a five year period stretching from 2005 back to 2001. This is a wildly inflated claim.

12. As part of this effort, TECO additionally claims that a fiber-optic capacity arrangement that BHN has with a commercial customer also entitles it to the higher attachment rate applicable to attachments used to provide telecommunications service. It is my understanding that this BHN customer uses its leased capacity to provide certain traditional circuit-switched telecommunications services to *its* customers.

BHN made TECO aware of this arrangement and the service provided over the leased capacity in 1989.

13. Assuming that BHN's customer does provide traditional, circuit-switched telecommunications service, it would thus appear that BHN would be obliged to pay a higher Telecom Rate than the standard Cable Rate. There are 7,375 of these poles in our system – not 160,000 – and the rate should be no greater than \$8.56 per pole for 2005, not the \$17.87 that TECO asserts. (In addition, the Cable Rate that TECO has been charging may have been too high.) Before TECO sued BHN in state court, we sought to discuss this issue with TECO on or about December 8, 2005. Since the initiation of its lawsuit, BHN again attempted to satisfy TECO's back rental payment invoices as they relate to our customer's provision of telecommunications services by offering TECO payment of \$67,791.20, representing 7,375 poles at the Telecom Rate for the five-year period for which TECO seeks back pole attachment rent (less rental payments made under the Cable Rate).

14. TECO has yet to accept BHN's offer.

15. With respect to BHN's "Digital Phone" VoIP service, this service operates very differently from traditional circuit-switched services, and has not been treated or declared a telecommunications service by the FCC and thus is not a telecommunications service for the purpose of pole attachment rate calculations.

16. BHN began offering subscribers its "Digital Phone" service in January 2005. Thus, BHN did not provide that service during *four* years of the five-year period for which TECO seeks back rental payments (*i.e.*, 2001, 2002, 2003 and 2004).

17. BHN's "Digital Phone" service uses a technology completely different from that used by traditional, circuit-switched telephony service. Rather than relying on traditional, circuit-switched technology that today accounts for the overwhelming majority of telephone service offered in the United States, BHN's "Digital Phone" VoIP service uses a new technology known as Internet Protocol ("IP") technology.

18. Originally developed for the transmission of data over the Internet, the customer's voice is converted to data packets, and transported over the same infrastructure as information traveling between customer computers. Voice services that employ IP technology are called Voice over Internet Protocol ("VoIP") services. Instead of traveling from the handset over a dedicated circuit utilizing telephone companies' switches and wires in the public-switched telephone network ("PSTN"), software utilizing IP technology (itself originally developed to transport data across the Internet) digitally encapsulates (or "packetizes") the caller's voice information, whereupon it is transported from point A (the calling phone) to point B (the receiving phone) over a private network, rather than the PSTN.

19. While a "Digital Phone" customer's transmission may ultimately terminate in the PSTN to reach a destination that can only be reached via the network of a local telephone carrier, it takes an entirely different route to get there, using an infrastructure that has no facilities specifically dedicated for providing "Digital Phone" VoIP service. BHN's "Digital Phone" service indeed travels to subscribers over its proprietary network – the same broadband fiber/coaxial network used to provide the rest of its communications services, including cable television.

20. Indeed, while BHN offers its subscribers its own "Digital Phone" VoIP service, any subscriber of its high-speed internet service can obtain a similar VoIP service through an "over-the-top" or "pug-in" VoIP provider, such as Vonage, or another Internet Service Provider. Because those VoIP service providers own no infrastructure of their own, however, they cannot be subjected to the same VoIP service penalty that TECO seeks to impose on BHN who must rent space on TECO poles to operate its cable system facilities.

21. Some of the consumer benefits of VoIP service are obvious – lower prices, more advanced, yet less expensive "calling" functions and even number portability. For all of these and many other reasons, VoIP is different from traditional, circuit-switched telephony service and should, accordingly, be treated differently.

22. Thus, for the overwhelming majority of TECO poles to which BHN has attached, it should not be charged the Telecom Rate, but the standard Cable Rate that applies to other advanced services like broadband video and cable-modem internet service.

Eugene M White dated: Feb 21st, 2006

true and correct.

I declare, under the penalty of perjury, that the foregoing Declaration is

DECLARATION OF EUGENE WHITE

<p>BHN Networks, LLC, <i>Complainant</i></p> <p>v.</p> <p>Tampa Electric Company <i>Respondent.</i></p>

File No. EB-06-MD-_____

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

Exhibit 1

ATTACHMENT AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
UNIVERSAL CABLE VISION, INC.

Section 0.1 THIS AGREEMENT, made and entered into this 4th day of August, 1965, by and between Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company," and Universal Cable Vision, Inc. a Florida Corporation, herein referred to as the "Television Company.

W I T N E S S E T H

Section 0.2 WHEREAS, the Television Company proposes to furnish television distribution service to residents of Winter Haven, Florida and surrounding service area, and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served and desires to attach such cables, wires and appliances to poles of the Electric Company.

Section 0.3 WHEREAS, the Electric Company is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appliances (excluding climbing aids), to its existing poles where, in its judgment, such use will not interfere with its own service requirements, including consideration of economy and safety.

Section 0.4 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto for themselves and for their successors and assigns do hereby mutually covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 This agreement shall be in effect in the portion of Polk County including the City of Winter Haven and the surrounding area in which the Electric Company provides distribution service.

Section 1.2 The Electric Company reserves the right to deny the attachments of cables, wires and appliances by the Television Company to the Electric Company's poles which have been installed for purposes other than or in addition to normal distribution of electric service including, among others, poles which in the judgment of the Electric Company (i) are required for the sole use of the Electric Company; (ii) would not readily lend themselves to attachments by the Television Company because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party.

Section 1.3 Pursuant to the right provided for in the foregoing section, the Electric Company hereby excludes its poles used to support its transmission lines (lines with voltage in excess of 15KV) without special written permission from the Electric Company.

ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

Section 2.1 Before making attachment to any pole or poles of the Electric Company, the Television Company shall make application and

receive a permit therefor in the form of Exhibit A, hereto attached and made a part hereof.

Section 2.2 The Television Company shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to the Electric Company and so as not to conflict with the use of said poles by the Electric Company, or by other utility companies using said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon. The Television Company shall at any time, at its own expense, upon notice from the Electric Company, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by the Electric Company; provided, however, that in cases of emergency, the Electric Company may arrange to relocate, replace or renew the facilities placed on said poles by the Television Company, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of the Electric Company, and the Television Company shall, on demand, reimburse the Electric Company for the expense thereby incurred. Nothing in this paragraph is to relieve the Television Company of maintaining adequate work

forces readily at hand to promptly repair, service and maintain the Television Company's facilities where such condition is hindering the Electric Company's operations.

Section 2.3 The Television Company's cables, wires and appliances in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, or any amendments or revisions of said Code. Drawings marked Exhibits D through H, inclusive, are attached hereto to illustrate required construction under certain typical conditions, where span lengths are not more than three-hundred fifty feet (350') and voltage between any conductor and ground does not exceed eight thousand seven hundred (8,700) volts. These drawings are intended to be illustrative only, and the specifications of the Electric Company and of the National Electrical Safety Code, as both are from time to time amended or revised, shall prevail in all instances.

Section 2.4 In the event that any pole or poles of the Electric Company to which the Television Company desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Electric Company will indicate on said form of Exhibit A the changes necessary to provide adequate poles and the estimated cost thereof to the Television Company and return it to the Television Company and if the Television Company still desires to make the attachments and returns the form of Exhibit

marked to so indicate together with an advance payment to reimburse the Electric Company for the entire estimated cost and expense thereof including the materials cost of larger poles (less the new materials cost of poles removed), cost of installation and removal, expense of engineering and administration, the expense of transferring the Electric Company's facilities from the old to the new poles, and the then current stores handling charge on materials, the Electric Company will replace such inadequate poles with suitable poles. Where the Television Company's desired attachment can be accommodated on present poles of the Electric Company by rearranging the Electric Company's facilities thereon, the Television Company will compensate the Electric Company in advance for the full estimated expense incurred in completing such rearrangements. The Television Company will also in advance reimburse the Owner or Owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of poles (guying) required to accommodate the attachments of the Television Company shall be provided by and at the expense of the Television Company and to the satisfaction of the Electric Company. The Television Company shall not set intermediate poles under or in close proximity to the Electric Company's facilities. The Television Company may, however, request the Electric Company to set such intermediate poles, and line extension poles, as the Television Company may desire, and the

Electric Company shall have the option to accept or reject such request. If such request is granted, the Television Company shall reimburse the Electric Company in advance for the full cost of setting and attaching to such pole or poles.

Section 2.5 The Electric Company reserves to itself, its successors and assigns, the right to maintain its 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 or any amendments or revisions of said Code and such specifications particularly applying to the Electric Company hereinbefore referred to. The Electric Company shall not be liable to the Television Company for any interruption to service of the Television Company or for interference with the operation of the cable wires and appliances of the Television Company arising in any manner whatsoever.

Section 2.6 The Television Company shall exercise special precautions to avoid damage to facilities of the Electric Company and of others supported on said poles; and hereby assumes all responsibility for any and all loss for such damage caused by the Television Company. The Television Company shall make an immediate report to the Electric Company of the occurrence of any such damage and hereby agrees to reimburse the Electric Company for the expense incurred in making repairs. Damage to plant or facilities of the Television Company or

damage to equipment of subscriber to the Television Company's service, arising from accidental contact with the Electric Company's energized conductors, shall be assumed by the Television Company.

ARTICLE III

EVIDENCE TO OPERATE FROM GOVERNMENT AND MUNICIPAL AUTHORITIES

Section 3.1 The Television Company shall submit to the Electric Company evidence, satisfactory to the Electric Company, of its authority to erect and maintain its facilities within public streets, highways and other thoroughfares and shall secure any necessary consent from state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of the Electric Company which it desires to use.

ARTICLE IV

RIGHT-OF-WAY FOR TELEVISION COMPANY'S ATTACHMENTS

Section 4.1 It shall be the sole responsibility of the Television Company to obtain for itself such rights of way or easements as may be appropriate for the placement and maintenance of its attachments to the Electric Company's poles located on private property of third parties. While the Electric Company will cooperate with the Television Company in obtaining rights of way or easements, the Electric Company shall not be required to contact or negotiate with property owners or incur any expenses in connection therewith. No guarantee is given by the Electric Company of permission from property owners, municipalities or others for use of poles and right-of-way

easement by the Television Company, and if objection is made thereto and the Television Company is unable to satisfactorily adjust the matter within a reasonable time, the Electric Company may at any time upon thirty (30) days notice in writing to the Television Company, require the Television Company to remove its attachments from the poles involved and its appliances from the right-of-way easement involved and the Television Company shall, within thirty (30) days after receipt of said notice, remove its attachments from said poles and its appliances from said right-of-way easement at its sole expense. Should the Television Company fail to remove its attachments and appliances, as herein provided, the Electric Company may remove them without liability for loss or damage and the Television Company shall reimburse the Electric Company for the expense incurred.

ARTICLE V

INSPECTION AND PAYMENT BOND

Section 5.1 The Electric Company, because of the importance of its service, reserves the right to inspect each new installation of the Television Company on its poles and in the vicinity of its lines or appliances and to make periodic inspections, semiannually or oftener as plant conditions may warrant, of the entire plant of the Television Company; and the Television Company shall, on demand, reimburse the Electric Company for the expense of such inspections at the rate equal to the present or future hourly rate of a journeyman lineman plus

associated overhead expenses and vehicle expenses. Such inspections, made or not, shall not operate to relieve the Television Company of any responsibility, obligation or liability assumed under this agreement. Inspection payments by the Television Company to the Electric Company, shall be limited to not more than one inspection payment per pole each calendar year during the period covered by the agreement.

Section 5.2 Bills for inspections, 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 of this agreement.

Section 5.3 For the purpose of guarantying payment of any sums which may become due to the Electric Company for rentals, inspections or for work performed for the benefit of the Television Company under this agreement, as well as the cost of removal of attachments on terminations of this agreement under any of its provisions, the Television Company shall furnish to the Electric Company and maintain in force at all times an appropriate payment bond issued by a corporate surety acceptable to the Electric Company and authorized to do business in the State of Florida in the amount provided in the attached Schedule of Required Bond Coverage, Exhibit C, for the number of attachments at the time located on the Electric Company's poles.

ARTICLE VI

ABANDONMENT AND REMOVAL OF ATTACHMENTS

Section 6.1 The Television Company may at any time remove its attachments from any pole or poles of the Electric Company, but shall immediately give the Electric Company 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.

Section 6.2 Upon notice from the Electric Company to the Television Company that the use of any pole or poles is forbidden by municipal authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires and appliances of the Television Company shall be removed at once from the affected pole or poles.

ARTICLE VII

RENTAL AND PROCEDURE FOR PAYMENTS

Section 7.1 The Television Company shall pay to the Electric Company, for attachments made to poles under this agreement, a rental at the rate of Five Dollars and Fifty Cents (\$5.50) per pole per year. Said rental shall be payable semiannually in advance on the first day of January and the first day of July of each year during which this agreement remains in effect and is deemed delinquent ten days thereafter. Semiannual rental payments shall be based upon the

number of poles on which attachments are being maintained on the first day of June and the first day of December, respectively. The first payment of rental for each new pole attachment shall be made in advance, based upon such prorata amount as may be due for use of the pole from date of attachment to the next semiannual payment date.

ARTICLE VIII

PERIODICAL REVISION OF ATTACHMENT PAYMENT RATE

Section 8.1 At the expiration of five (5) years from the date of this agreement and at the end of every three (3) year period thereafter the rate per attachment per pole shall be subject to revision at the request of either party made in writing to the other not later than sixty (60) days before the end of any such three (3) year period. If, within sixty (60) days after the receipt of such request by either party from the other, the parties hereto fail to agree upon a revision of such rate, the rate per pole to be paid during the next three (3) year period shall be (i) the rate per pole in effect for the previous three (3) year period, or (ii) an amount equal to one-half of the then average annual total cost per pole of installing and maintaining the standard poles on which the Television Company has attachments, whichever amount is higher. In case of a revision of the adjustment rate as herein provided, the new rate shall be applicable until again revised.

ARTICLE IX

DEFAULTS

Section 9.1 If the Television Company shall fail to comply with

any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the Electric Company to correct such default or non-compliance, the Electric Company may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occurred. In case of such termination, no prepaid rentals shall be refunded.

ARTICLE X

LIABILITY AND INSURANCE REQUIREMENTS

Section 10.1 The Television Company hereby assumes full responsibility and liability for all work and labor necessary to attach cables, wires and appliances to poles of the Electric Company and for the removal of the same in accordance with other provisions of this contract.

Section 10.2 The Television Company hereby assumes full responsibility and liability for, and agrees to indemnify and save the Electric Company harmless from and against, all liabilities, claims for damages and suits for or by reason of any injury to any person or persons, or damage to any property of any kind whatsoever, whether the property of the parties hereto or of third persons, from any and all cause or causes whatsoever, occasioned by or in any way connected with the installation, inspection, maintenance, existence or removal of any attachment of the Television Company or any act, omission or thing

in any manner related to this agreement, irrespective of negligence, actual or claimed, upon the part of the Electric Company, its agents or employees; the obligation of the Television Company to indemnify the Electric Company shall include all charges, expenses and costs, including attorneys' fees, incurred by the Electric Company on account of or by reason of any such injuries, damages, liabilities, claims, suits or losses, and all damages growing out of the same.

Section 10.3 The Television Company agrees to procure and constantly maintain in force at its expense, in companies satisfactory to the Electric Company, policies of insurance with minimum limits as follows

- (1) Workmen's Compensation and Employers' Liability Insurance for all of the Television Company's employees. If any of the work is sublet to a contractor, the Television Company shall require the contractor to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under the Television Company's insurance.
- (2) General Liability Bodily Injury Insurance of \$200,000 for any one person and \$500,000 for any one accident.
- (3) General Liability Property Damage Insurance of \$50,000 for any one accident and \$100,000 in the aggregate.
- (4) If any of the work is sublet to a contractor, Owner's Protective Liability Insurance, covering claims for bodily injury or death and damages to property of others, to the full limits specified in (2) and (3) above, showing both the Electric Company and

the Television Company as Owners.

- (5) Automobile Liability Bodily Injury Insurance (covering owned, hired and all classes of non-owned vehicles) of \$200,000 for any one person and \$500,000 for any one accident.
- (6) Automobile Liability Property Damage Insurance (covering owned, hired and all classes of non-owned vehicles) of \$25,000 for any one accident.
- (7) Contractual Liability Insurance to the full limits of, and for the liabilities insured under, above policies, and expressly including the liabilities assumed by the Television Company under the indemnity clause set forth as Section 10.2 above.

Section 10.4 Prior to the Television Company making any attachments to poles of the Electric Company, the Television Company shall furnish the Electric Company certificates of the Television Company's insurance carrier showing that the Television Company carries the requisite insurance and that the policies, issued in accordance with the requirements 2, 3, 4 and 7 of Section 10.3 have been endorsed to show the Electric Company as an additional assured. Said certificates shall also provide that such insurance shall not be terminated, changed or endorsed except upon thirty (30) days written notice thereof to the Electric Company.

ARTICLE XI

EXISTING RIGHTS OF OTHER PARTIES

Section 11.1 Nothing herein contained shall be construed as affecting

the rights or privileges previously or hereafter conferred by the Electric Company, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and the Electric Company shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing or future contracts and arrangements.

ARTICLE XII

TERM OF AGREEMENT

Section 12.1 This agreement shall become effective upon its execution and if not terminated in accordance with the provisions of Section 9.1 shall continue in effect for a term of not less than one (1) year. Either party may terminate the agreement at the end of said year or at any time thereafter by giving to the other party at least six (6) months written notice. Upon termination of the agreement in accordance with any of its terms, the Television Company shall immediately remove its cables, wires and appliances from all poles of the Electric Company. If not so removed, the Electric Company shall have the right to remove them at the cost and expense of the Television Company and without any liability therefor. The Electric Company shall deliver to the Television Company any equipment so removed upon termination of this agreement, upon the payment of the cost of removal, cost of storage and delivery and all other amounts

then due the Electric Company.

ARTICLE XIII

ASSIGNMENT OF RIGHTS

Section 13.1 The Television Company shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Electric Company.

Section 13.2 No use, however extended, of the Electric Company's poles, under this agreement, shall create or vest in the Television Company any ownership or property rights in said poles, but the Television Company's rights therein shall remain those of a mere licensee. Nothing herein contained shall be construed to compel the Electric Company to maintain any of said poles for a period longer than demanded by its own service requirements. The Electric Company reserves the right to deny the licensing of poles to the Television Company.

ARTICLE XIV

WAIVER OF TERMS OR CONDITIONS

Section 14.1 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.

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.

Witness:

Bruce J. Barrow
Glendel W. Cook

TAMPA ELECTRIC COMPANY

By [Signature]
Vice President

Attest [Signature]
Secretary

Witness:

R.E. Griffin
Lucie Savage

UNIVERSAL CABLE VISION, INC.

By [Signature]
Vice President

Attest [Signature]
Secretary

EXHIBIT A

ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
UNIVERSAL CABLE VISION, INC. - TAMPA ELECTRIC COMPANY

Application and Permit

_____ 19

In accordance with the terms of agreement dated _____
19____, application is hereby made for license to make attachments to the
following poles:

Location: City _____ County _____ Florida

Pole

Number _____ Pole Locations (Describe Fully) _____

By _____

Title _____
Universal Cable Vision, Inc

License granted _____, 19 _____, subject to your approval
of the following changes and rearrangements: _____

at an estimated cost to you of \$ _____ payable in advance

License denied under Section 13.2, _____, 19 _____

Permit No. _____

Total Previous Poles _____

Poles This Permit _____

New Total _____

By _____

Title _____

Tampa Electric Company

The above changes and rearrangements approved
and advance payment therefore enclosed

By _____

Title _____

Universal Cable Vision, Inc.

EXHIBIT B

ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
UNIVERSAL CABLE VISION, INC. - TAMPA ELECTRIC COMPANY

Notification of Removal by Television Company

_____, _____ 1'

In accordance with the terms of agreement dated _____
19____, kindly cancel from your records the following poles covered by
Permit No. _____ from which attachments were removed on _____
19_____.

Location: City _____ County _____ Flor. _____

Pole Number	Permit No.	Pole Location
----------------	------------	---------------

By _____

Title _____
Universal Cable Vision, In

Notice Acknowledged _____, 19____

By _____
Title _____
Tampa Electric Company

Notice No. _____

Total Poles Discontinued This Notice _____

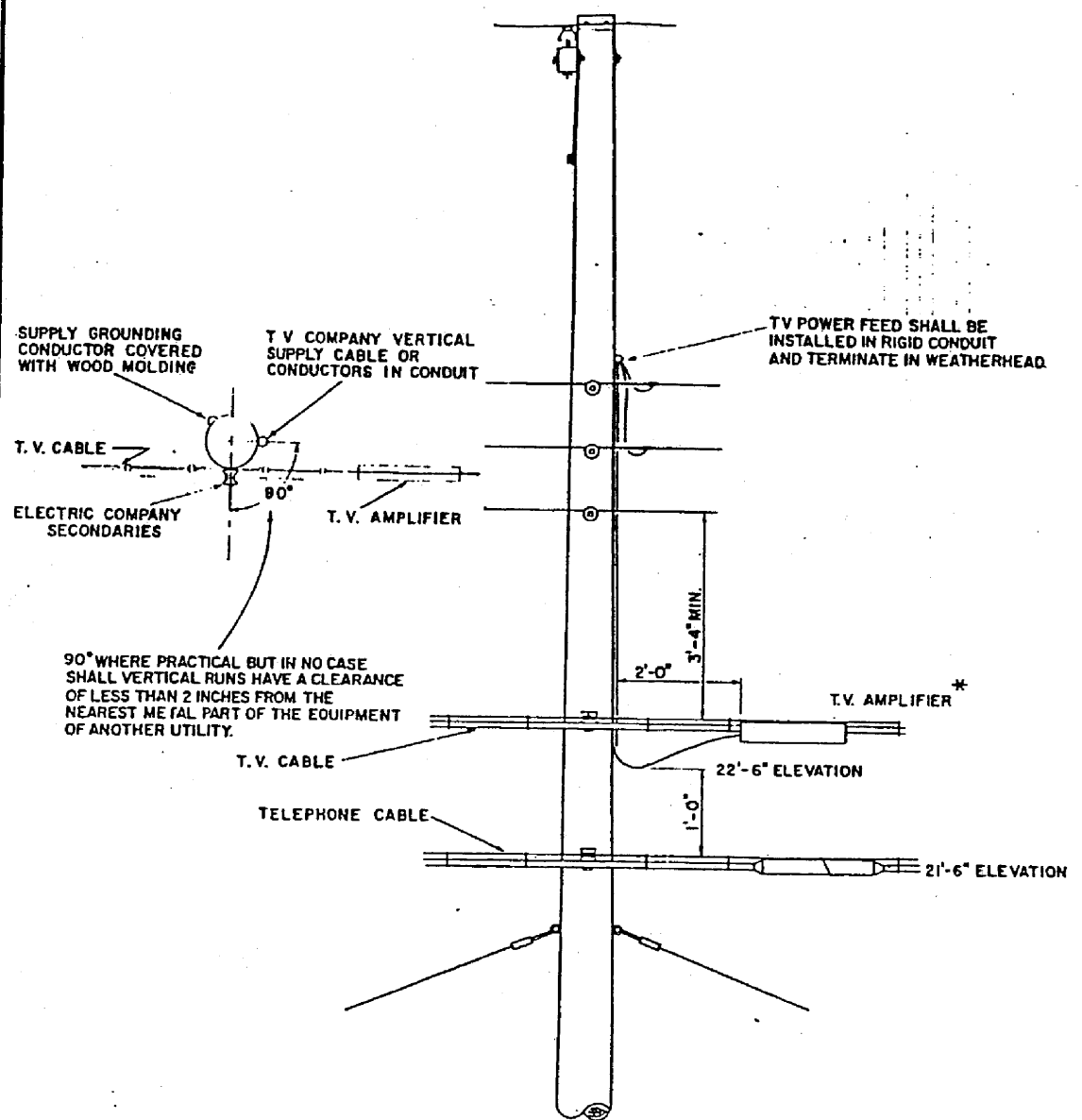
Poles Previously Vacated _____

Total Poles Vacated to Date _____

EXHIBIT C

SCHEDULE OF REQUIRED BOND COVERAGE

<u>Number of Attachments</u>	<u>Amount of Coverage</u>
0 - 500	\$10,000
501 - 1000	\$20,000
1001 - 1500	\$30,000
1501 - 2000	\$40,000
2001 - 2500	\$50,000
Over 2500	\$70,000



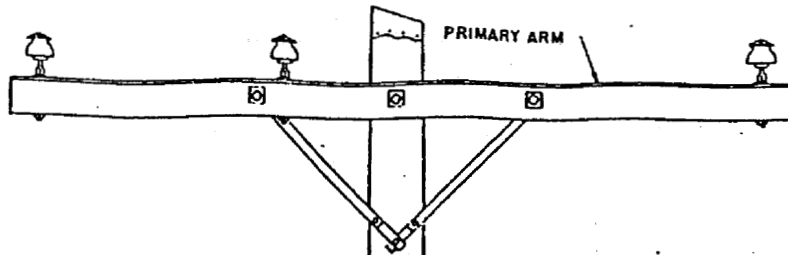
MINIMUM VERTICAL & HORIZONTAL CLEARANCES FOR JOINT USE CONST.

APPR. DATE 8-4-65

TAMPA ELECTRIC CO. ENGINEERING DEPT.

OVERHEAD DISTRIBUTION STANDARDS

EXHIBIT D



THIS CLEARANCE MEASURED TO THE LOWEST METAL PART IS ALSO APPLICABLE TO NEUTRAL BRACKETS.

40'

T. V. CABLE

TELEPHONE CABLE

22'-6"

21'-6"

1'-0"

NOTE: NO AMPLIFIER

POINT OF ATTACHMENT OF TV & TELEPHONE CABLE TO BE DETERMINED BY MEASUREMENT OF ELEVATION ABOVE GROUND. TV COMPANY ELEVATION SHALL NOT EXCEED 22'-6" UNLESS SPECIAL PERMISSION IS GRANTED BY TECO ENGINEERING DEPARTMENT.

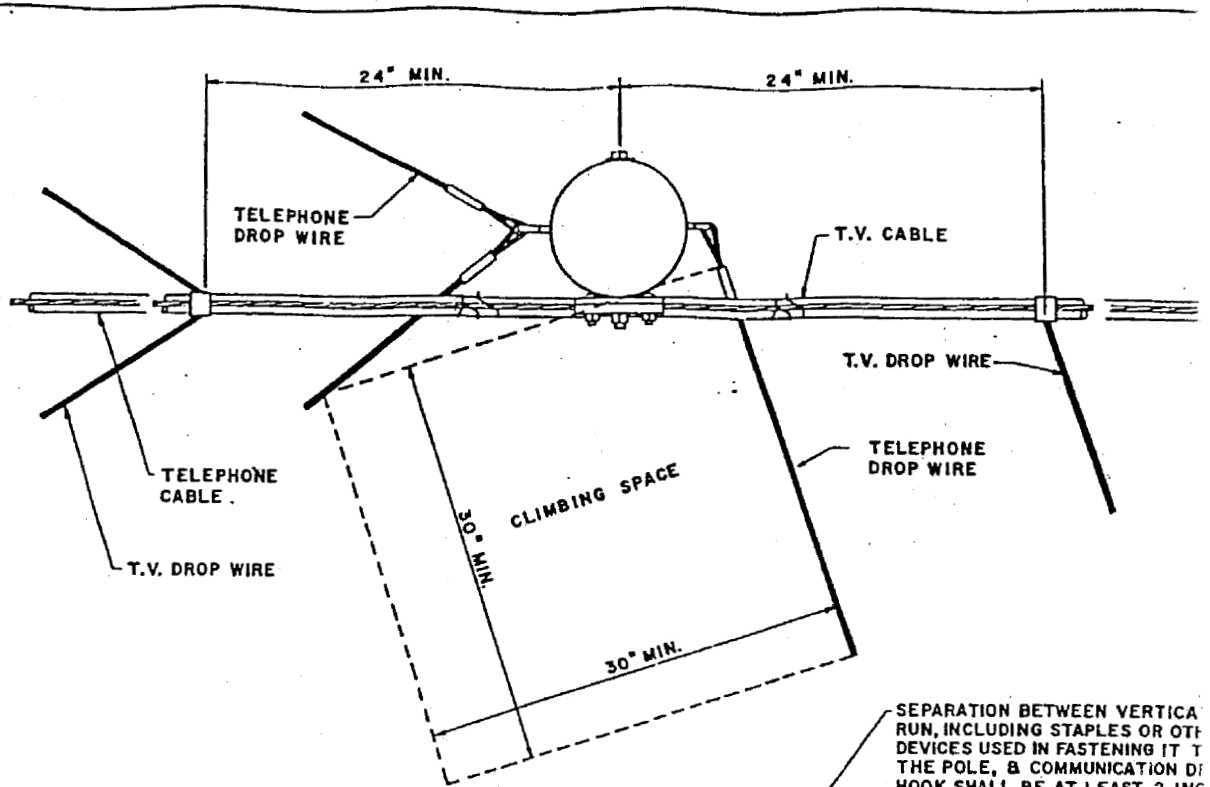
MINIMUM VERTICAL CLEARANCES FOR JOINT USE CONST.

APPR DATE B-4-65

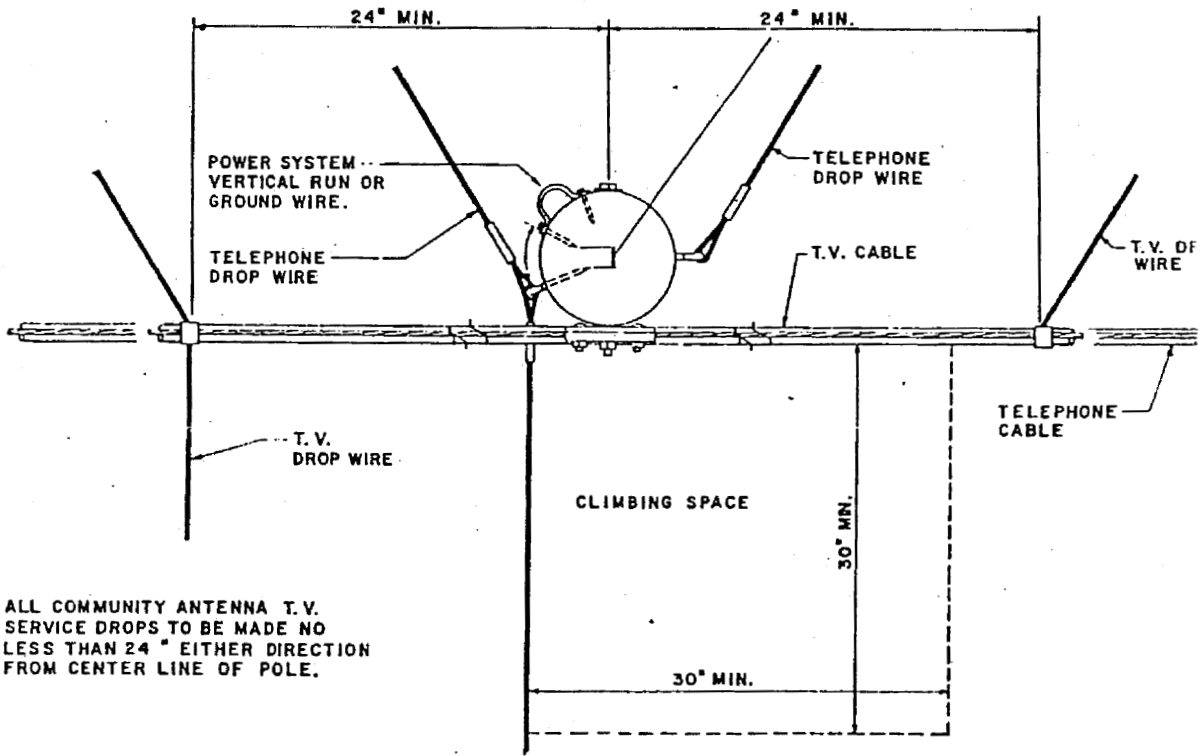
TAMPA ELECTRIC CO. ENGINEERING DEPT.

OVERHEAD DISTRIBUTION STANDARDS

EXHIBIT E



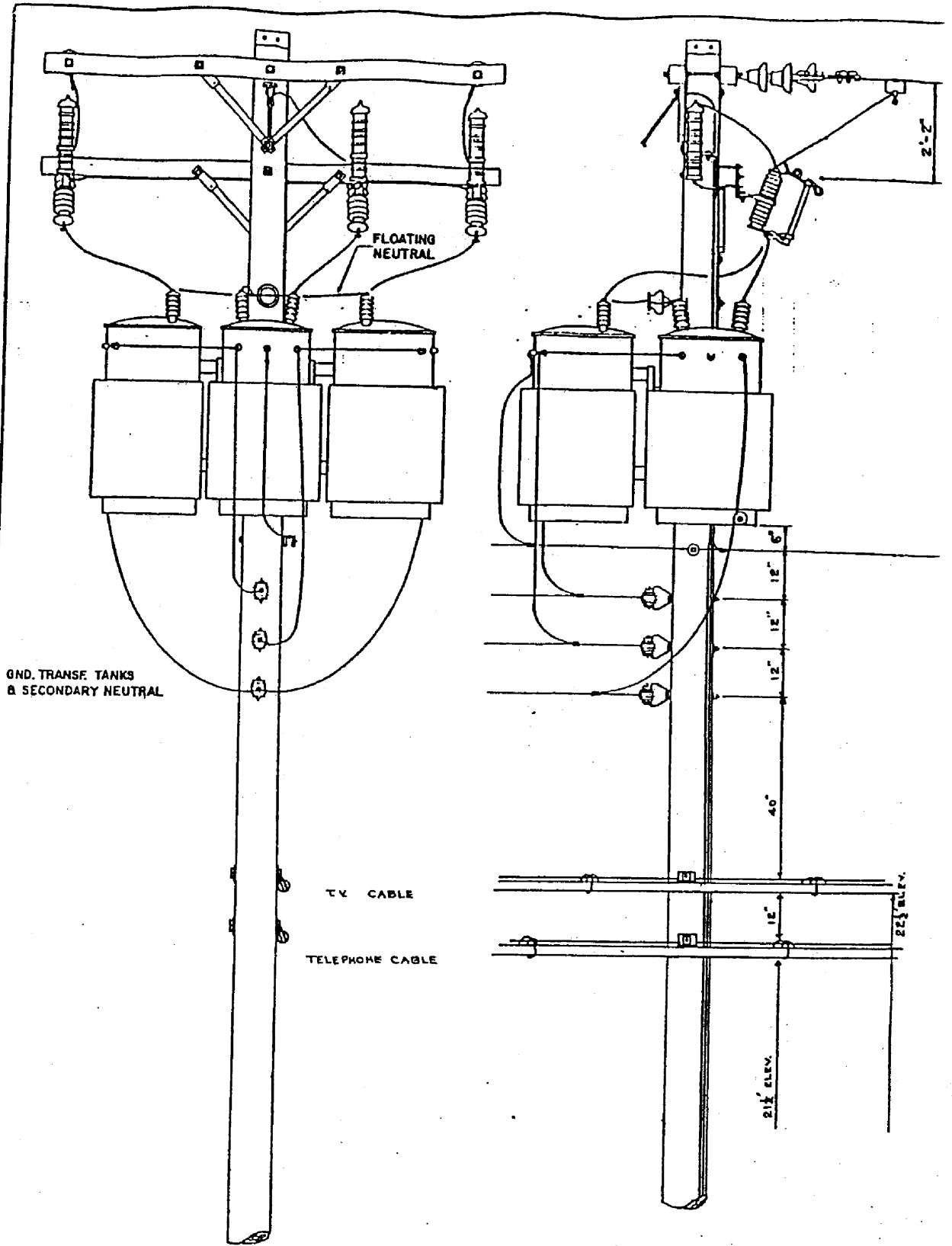
SEPARATION BETWEEN VERTICAL RUN, INCLUDING STAPLES OR OTHER DEVICES USED IN FASTENING IT TO THE POLE, & COMMUNICATION DROP HOOK SHALL BE AT LEAST 2 INCH MEASURED IN ANY DIRECTION.



ALL COMMUNITY ANTENNA T.V. SERVICE DROPS TO BE MADE NO LESS THAN 24" EITHER DIRECTION FROM CENTER LINE OF POLE.

CLIMBING SPACE THROUGH TELEPHONE AND T.V. DROP WIRES

APPR. DATE 8-4-65



**ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM
TO DISTRIBUTION POWER POLES**

DATE 8-4-65

ATTACHMENT AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
HILLSBOROUGH CATV, INC.

Section 0.1 THIS AGREEMENT, made and entered into this 30th day of September, 1969, by and between Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company", and Hillsborough CATV, Inc., a Florida Corporation, herein referred to as the "Television Company".

W I T N E S S E T H

Section 0.2 WHEREAS, the Television Company proposes to furnish television distribution service to residents of Plant City, Florida, and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served and desires to attach such cables, wires and appliances to poles of the Electric Company.

Section 0.3 WHEREAS, the Electric Company is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appliances (excluding climbing aids), to its existing poles where, in its judgement, such use will not interfere with its own service requirements, including consideration of economy and safety.

Section 0.4 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto for themselves and for their successors and assigns do hereby mutually covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 This agreement shall be in effect in the city limits of the City of Plant City where the Electric Company provides distribution service.

Section 1.2 The Electric Company reserves the right to deny the attachments of cables, wires and appliances by the Television Company to the Electric Company's poles which have been installed for purposes

other than or in addition to normal distribution of electric service including, among others, poles which in the judgement of the Electric Company (i) are required for the sole use of the Electric Company; (ii) would not readily lend themselves to attachments by the Television Company because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party.

Section 1.3 Pursuant to the right provided for in the foregoing section, the Electric Company hereby excludes its poles used to support its transmission lines (lines with voltage in excess of 15 KV) without special written permission from the Electric Company.

Section 1.4 The Electric Company hereby excludes concrete poles, metal poles (including aluminum), and painted wooden poles which have been installed primarily for improving the appearance of the overhead line. The Electric Company reserves the right upon thirty days' written notice to require the removal of the Television Company's facilities from pole lines which are being rebuilt in areas where improved appearance of the overhead line is of prime consideration.

ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

Section 2.1 Before making attachment to any pole or poles of the Electric Company, the Television Company shall make application and receive a permit therefor in the form of Exhibit A, hereto attached and made a part hereof.

Section 2.2 The Television Company shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to the Electric Company and so as not to conflict with the use of said poles by the Electric Company, or by other utility companies using said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon. The Television Company shall at any time, at its own expense, upon

notice from the Electric Company, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by the Electric Company; provided, however, that in cases of emergency, the Electric Company may arrange to relocate, replace or renew the facilities placed on said poles by the Television Company, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon or for the service needs of the Electric Company, and the Television Company shall, on demand, reimburse the Electric Company for the expense thereby incurred. Nothing in this paragraph is to relieve the Television Company of maintaining adequate work forces readily at hand to promptly repair, service and maintain the Television Company's facilities where such condition is hindering the Electric Company's operations. All Television Company cable attachments will be made at an elevation of 22' 6". The Television Company is hereby advised that the telephone company has prior rights at an elevation of 21' 6". Any attachments made at an elevation less than 22' 6" requires release of the space from the telephone company.

Section 2.3 The Television Company's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, or any amendments or revisions of said Code. Drawings marked Exhibits D through I, inclusive, are attached hereto to illustrate required construction under certain typical conditions, where span lengths are not more than three-hundred fifty feet (350') and voltage between any conductor and ground does not exceed eight thousand seven hundred (8,700) volts. These drawings are intended to be illustrative only, and the specifications of the Electric Company and of the National Electrical Safety Code, as both are from time to time

amended or revised, shall prevail in all instances. All power supplies and amplifiers shall be strand-mounted and should be housed in metal boxes that are inconspicuous, functional, and as maintenance free as possible.

Section 2.4 In the event that any pole or poles of the Electric Company to which the Television Company desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Electric Company will indicate on said form of Exhibit A the changes necessary to provide adequate poles and the estimated cost thereof to the Television Company and return it to the Television Company and if the Television Company still desires to make the attachments and returns the form of Exhibit A marked to so indicate together with an advance payment to reimburse the Electric Company for the entire estimated cost and expense thereof, including the materials cost of larger poles (less the new materials cost of poles removed), cost of installation and removal, expense of engineering and administration, the expense of transferring the Electric Company's facilities from the old to the new poles, and the then current stores handling charge on materials, the Electric Company will replace such inadequate poles with suitable poles. Where the Television Company's desired attachment can be accommodated on present poles of the Electric Company by rearranging the Electric Company's facilities thereon, the Television Company will compensate the Electric Company in advance for the full estimated expense incurred in completing such rearrangements. The Television Company will also in advance reimburse the Owner or Owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of poles (guying) required to accommodate the attachments of the Television Company shall be provided by and at the expense of the Television Company and to the satisfaction of the Electric Company. The Television Company as far as practicable must use existing

guying and anchoring locations which have been established by the Electric Company. The Television Company shall not set intermediate poles under or in close proximity to the Electric Company's facilities. The Television Company may, however, request the Electric Company to set such intermediate poles, and line extension poles, as the Television Company may desire, and the Electric Company shall have the option to accept or reject such request. If such request is granted, the Television Company shall reimburse the Electric Company in advance for the full cost of setting and attaching to such pole or poles. If the Television Company chooses to install CATV cable on a pole line on which the Electric Company has an existing communication cable, the cost of make-ready for the Television Company by the Electric Company will include: (1) The cost of relocation of the Electric Company's communication cable from its present existing elevation to the standard elevation of 23' 6". (2) The cost of all other required pole changeouts and wire transfers as outlined above in this attachment agreement.

Section 2.5 The Electric Company reserves to itself, its successors and assigns, the right to maintain its 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 or any amendments or revisions of said Code and such specifications particularly applying to the Electric Company hereinbefore referred to. The Electric Company shall not be liable to the Television Company for any interruption to service of the Television Company or for interference with the operation of the cables, wires and appliances of the Television Company arising in any manner whatsoever.

Section 2.6 The Television Company shall exercise special precautions to avoid damage to facilities of the Electric Company and of others supported on said poles; and hereby assumes all responsibility for any and all loss for such damage caused by the Television Company. The Television Company shall make an immediate report to the Electric Com-

pany of the occurrence of any such damage and hereby agrees to reimburse the Electric Company for the expense incurred in making repairs. Damage to plant or facilities of the Television Company or damage to equipment of subscriber to the Television Company's service, arising from accidental contact with the Electric Company's energized conductors, shall be assumed by the Television Company.

ARTICLE III

EVIDENCE TO OPERATE FROM GOVERNMENT AND MUNICIPAL AUTHORITIES

Section 3.1 The Television Company shall submit to the Electric Company evidence, satisfactory to the Electric Company, of its authority to erect and maintain its facilities within public streets, highways, and other thoroughfares and shall secure any necessary consent from state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of the Electric Company which it desires to use.

ARTICLE IV

RIGHT-OF-WAY FOR TELEVISION COMPANY'S ATTACHMENTS

Section 4.1 It shall be the sole responsibility of the Television Company to obtain for itself such rights of way or easements as may be appropriate for the placement and maintenance of its attachments to the Electric Company's poles located on private property of third parties. While the Electric Company will cooperate with the Television Company in obtaining rights-of-way or easements, the Electric Company shall not be required to contact or negotiate with property owners or incur any expenses in connection therewith. No guarantee is given by the Electric Company of permission from property owners, municipalities or others for use of poles and rights-of-way easement by the Television Company, and if objection is made thereto and the Television Company is unable to satisfactorily adjust the matter within a reasonable time, the Electric Company may at any time upon thirty (30) days' notice in writing to the Television Company, require the Television Company to remove

its attachments from the poles involved and its appliances from the rights-of-way easement involved and the Television Company shall, within thirty (30) days after receipt of said notice, remove its attachments from said poles and its appliances from said right-of-way easement at its sole expense. Should the Television Company fail to remove its attachments and appliances, as herein provided, the Electric Company may remove them without liability for loss or damage and the Television Company shall reimburse the Electric Company for the expense incurred.

ARTICLE V

INSPECTION AND PAYMENT BOND

Section 5.1 The Electric Company, because of the importance of its service, reserves the right to inspect each new installation of the Television Company on its poles and in the vicinity of its lines or appliances and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of the entire plant of the Television Company; and the Television Company shall, on demand, reimburse the Electric Company for the expense of such inspections at the rate equal to the present or future hourly rate of a journeyman lineman plus associated overhead expenses and vehicle expenses. The Electric Company reserves the right to approve the specifications of a minimum safety training program which shall be enforced by the Television Company. Such inspections and specifications, made or not, shall not operate to relieve the Television Company of any responsibility, obligation or liability assumed under this agreement. Inspection payments by the Television Company to the Electric Company, shall be limited to not more than one inspection payment per pole each calendar year during the period covered by the agreement.

Section 5.2 Bills for inspections, 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 of this agreement.

Section 5.3 For the purpose of guarantying payment of any sums which may become due to the Electric Company for rentals, inspections, or for work performed for the benefit of the Television Company under this agreement, as well as the cost of removal of attachments on terminations of this agreement under any of its provisions, the Television Company shall furnish to the Electric Company and maintain in force at all times an appropriate payment bond issued by a corporate surety acceptable to the Electric Company and authorized to do business in the State of Florida in the amount provided in the attached Schedule of Required Bond Coverage, Exhibit C, for the number of attachments at the time located on the Electric Company's poles.

ARTICLE VI

ABANDONMENT AND REMOVAL OF ATTACHMENTS

Section 6.1 The Television Company may at any time remove its attachments from any pole or poles of the Electric Company, but shall immediately give the Electric Company 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 pro-rata made for less than one-half year.

Section 6.2 Upon notice from the Electric Company to the Television Company that the use of any pole or poles is forbidden by municipal authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires and appliances of the Television Company shall be removed at once from the affected pole or poles.

ARTICLE VII

RENTAL AND PROCEDURE FOR PAYMENTS

Section 7.1 The Television Company shall pay to the Electric Company, for attachments made to poles under this agreement, a rental at the rate of five dollars and fifty cents (\$5.50) per pole per year. Said rental shall be payable semi-annually in advance on the first

day of January and the first day of July of each year during which this agreement remains in effect and is deemed delinquent ten days thereafter. Semi-annual rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of June and the first day of December, respectively. The first payment of rental for each new pole attachment shall be made in advance, based upon such prorata amount as may be due for use of the pole from date of attachment to the next semi-annual payment date.

Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or amplifier wattage for billing purposes.

ARTICLE VIII

PERIODICAL REVISION OF ATTACHMENT PAYMENT RATE

Section 8.1 At the expiration of five (5) years from the date of this agreement and at the end of every three (3) year period thereafter, the rate per attachment per pole shall be subject to revision at the request of either party made in writing to the other not later than sixty (60) days before the end of any such three (3) year period. If, within sixty (60) days after the receipt of such request by either party from the other, the parties hereto fail to agree upon a revision of such rate, the rate per pole to be paid during the next three (3) year period shall be (i) the rate per pole in effect for the previous three (3) year period, or (ii) an amount equal to one-half of the then average annual total cost per pole of installing and maintaining the standard poles on which the Television Company has attachments, whichever amount is higher. In case of a revision of the adjustment rate as herein provided, the new rate shall be applicable until again revised.

ARTICLE IX

DEFAULTS

Section 9.1 If the Television Company shall fail to comply with any

of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the Electric Company to correct such default or noncompliance, the Electric Company may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or noncompliance shall have occurred. ~~In case of such termination, no prepaid rentals shall be refunded.~~

ARTICLE X

LIABILITY AND INSURANCE REQUIREMENTS

Section 10.1 The Television Company hereby assumes full responsibility and liability for all work and labor necessary to attach cables, wires and appliances to poles of the Electric Company and for the removal of the same in accordance with other provisions of this contract.

Section 10.2 The Television Company hereby assumes full responsibility and liability for, and agrees to indemnify and save the Electric Company harmless from and against, all liabilities, claims for damages and suits for or by reason of any injury to any person or persons, or damage to any property of any kind whatsoever, whether the property of the parties hereto or of third persons, from any and all cause or causes whatsoever, occasioned by or in any way connected with the installation, inspection, maintenance, existence or removal of any attachment of the Television Company or any act, omission or thing in any manner related to this agreement, irrespective of negligence, actual or claimed, upon the part of the Electric Company, its agents or employees; the obligation of the Television Company to indemnify the Electric Company shall include all charges, expenses, and costs, including attorneys' fees, incurred by the Electric Company on account of or by reason of any such injuries, damages, liabilities, claims, suits or losses, and all damages growing out of the same.

Section 10.3 The Television Company agrees to procure and constantly

maintain in force at its expense, in companies satisfactory to the Electric Company, policies of insurance with minimum limits as follows:

- (1) Workmen's Compensation and Employers' Liability Insurance for all of the Television Company's employees. If any of the work is sublet to a contractor, the Television Company shall require the contractor to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under the Television Company's insurance.
- (2) General Liability Bodily Injury Insurance of \$200,000 for any one person and \$500,000 for any one accident.
- (3) General Liability Property Damage Insurance of \$50,000 for any one accident and \$100,000 in the aggregate.
- (4) If any of the work is sublet to a contractor, Owner's Protective Liability Insurance, covering claims for bodily injury or death and damages to property of others, to the full limits specified in (2) and (3) above, showing both the Electric Company and the Television Company as Owners.
- (5) Automobile Liability Bodily Injury Insurance (covering owned, hired and all classes of non-owned vehicles) of \$200,000 for any one person and \$500,000 for any one accident.
- (6) Automobile Liability Property Damage Insurance (covering owned, hired and all classes of non-owned vehicles) of \$25,000 for any one accident.
- (7) Contractual Liability Insurance to the full limits of, and for the liabilities insured under, above policies, and expressly including the liabilities assumed by the Television Company under the indemnity clause set forth as Section 10.2 above.

Section 10.4 Prior to the Television Company making any attachments to poles of the Electric Company, the Television Company shall furnish the Electric Company certificates of the Television Company's insurance carrier showing that the Television Company carries the requisite insur-

ance and that the policies, issued in accordance with the requirements , 3, 4, and 7 of Section 10.3 have been endorsed to show the Electric Company as an additional assured. Said certificates shall also provide that such insurance shall not be terminated, changed or endorsed except upon thirty (30) days written notice thereof to the Electric Company.

ARTICLE XI

~~EXISTING RIGHTS OF OTHER PARTIES~~

Section 11.1 Nothing herein contained shall be construed as affecting the rights or privileges previously or hereafter conferred by the Electric Company, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and the Electric Company shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing or future contracts and arrangements.

ARTICLE XII

TERM OF AGREEMENT

Section 12.1 This agreement shall become effective upon its execution and if not terminated in accordance with the provisions of Section 9.1 shall continue in effect for a term of not less than one (1) year. Either party may terminate the agreement at the end of said year or at any time thereafter by giving to the other party at least six (6) months written notice. Upon termination of the agreement in accordance with any of its terms, the Television Company shall immediately remove its cables, wires and appliances from all poles of the Electric Company. If not so removed, the Electric Company shall have the right to remove them at the cost and expense of the Television Company and without any liability therefor. The Electric Company shall deliver to the Television Company any equipment so removed upon termination of this agreement, upon the payment of the cost of removal, cost of storage and delivery and all other amounts then due the Electric Company.

ARTICLE XIII

ASSIGNMENTS OF RIGHTS

Section 13.1 The Television Company shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Electric Company.

Section 13.2 No use, however extended, of the Electric Company's poles, under this agreement, shall create or vest in the Television Company any ownership or property rights in said poles, but the Television Company's rights therein shall remain those of a mere licensee. Nothing herein contained shall be construed to compel the Electric Company to maintain any of said poles for a period longer than demanded by its own service requirements. The Electric Company reserves the right to deny the licensing of poles to the Television Company.

ARTICLE XIV

WAIVER OF TERMS OR CONDITIONS

Section 14.1 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.

In witness whereof, the parties hereto have caused these presents to be executed, and their corporate seals to be affixed thereto, by their respective officers thereunto duly authorized, on the day, month and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Justin W. J.
Nancy J. Eakens

Bonnie D. Williams
Carolyn A. Procelli

TAMPA ELECTRIC COMPANY

By Lucile S. Black
President

Attest:

By F. E. Gault
Assistant Secretary

THE HILLSBOROUGH CATV, INC.

By A. V. R.
President

Attest:

By M. K. [Signature]
Secretary

EXHIBIT A
ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
HILLSBOROUGH CATV, INC. - TAMPA ELECTRIC COMPANY

Application and Permit

_____, _____, 19__

In accordance with the terms of agreement dated _____,
19__, application is hereby made for license to make attachments to the
following poles:

Location: City _____ County _____ Florida

Pole Number	Pole Locations (Describe Fully)

HILLSBOROUGH CATV, INC.

By _____

Title _____

License granted _____, 19__, subject to your approval of the
following changes and rearrangements: _____

at an estimated cost to you of \$ _____ payable in advance.

License denied under Section 13.2, _____, 19__

Permit No. _____
Total Previous Poles _____
Poles This Permit _____
New Total _____

By _____

Title _____

TAMPA ELECTRIC COMPANY

The above changes and rearrangements approved
and advance payment therefore enclosed

By _____

Title _____

EXHIBIT B

ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
HILLSBOROUGH CATV, INC. - TAMPA ELECTRIC COMPANY

Notification of Removal by Television Company

_____, 19____

In accordance with the terms of agreement dated _____
19__, kindly cancel from your records the following poles covered by
Permit No. _____ from which attachments were removed on _____
19____.

Location: City _____ County _____ Florida

Pole	Permit No.	Pole Location
Number		

HILLSBOROUGH CATV, INC.

By _____

Title _____

Notice Acknowledged

By _____

_____, 19____

Title _____

TAMPA ELECTRIC COMPANY

Notice No. _____

Total Poles Discontinued This Notice _____

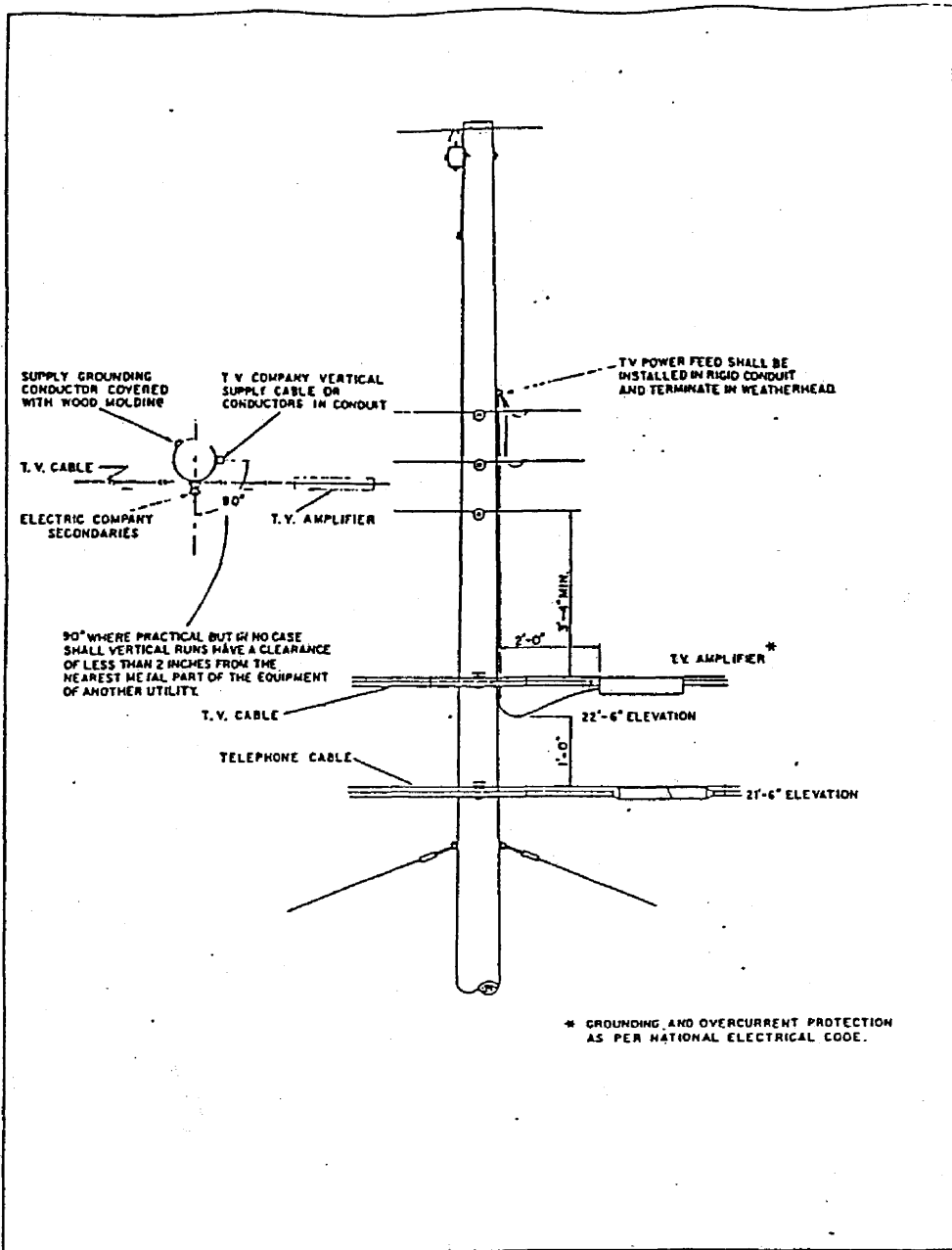
Poles Previously Vacated _____

Total Poles Vacated To Date _____

EXHIBIT C

SCHEDULE OF REQUIRED BOND COVERAGE

<u>Number of Attachments</u>	<u>Amount of Coverage</u>
0-500	\$10,000
501-1000	20,000
1001-1500	30,000
1501-2000	40,000
2001-2500	50,000
Over 2500	70,000



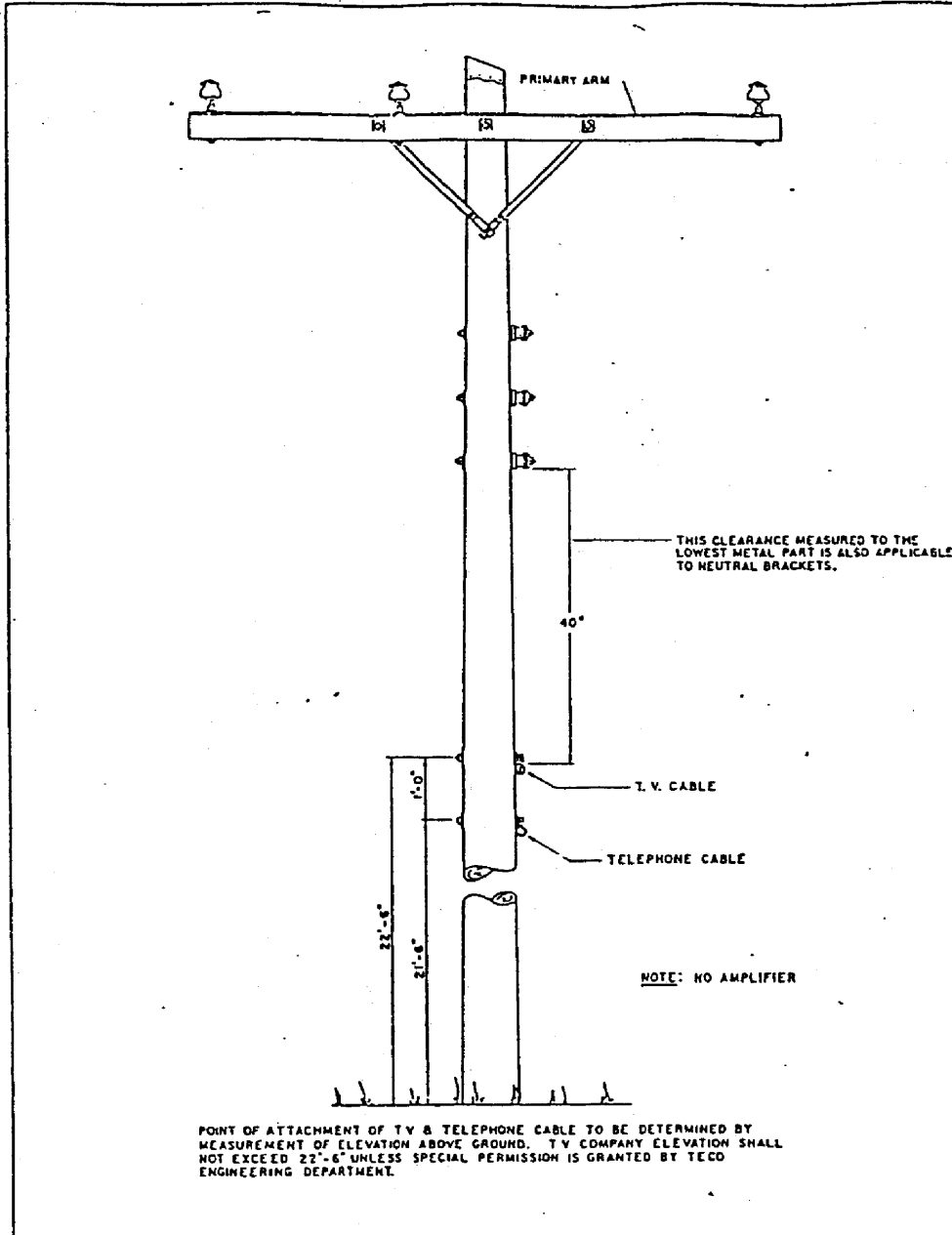
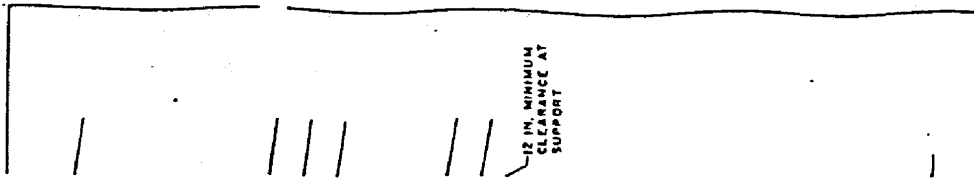
MINIMUM VERTICAL & HORIZONTAL CLEARANCES FOR JOINT USE CONST.

APPROX DATE 8-4-65

EXHIBIT D

TAMPA ELECTRIC CO ENGINEERING DEPT

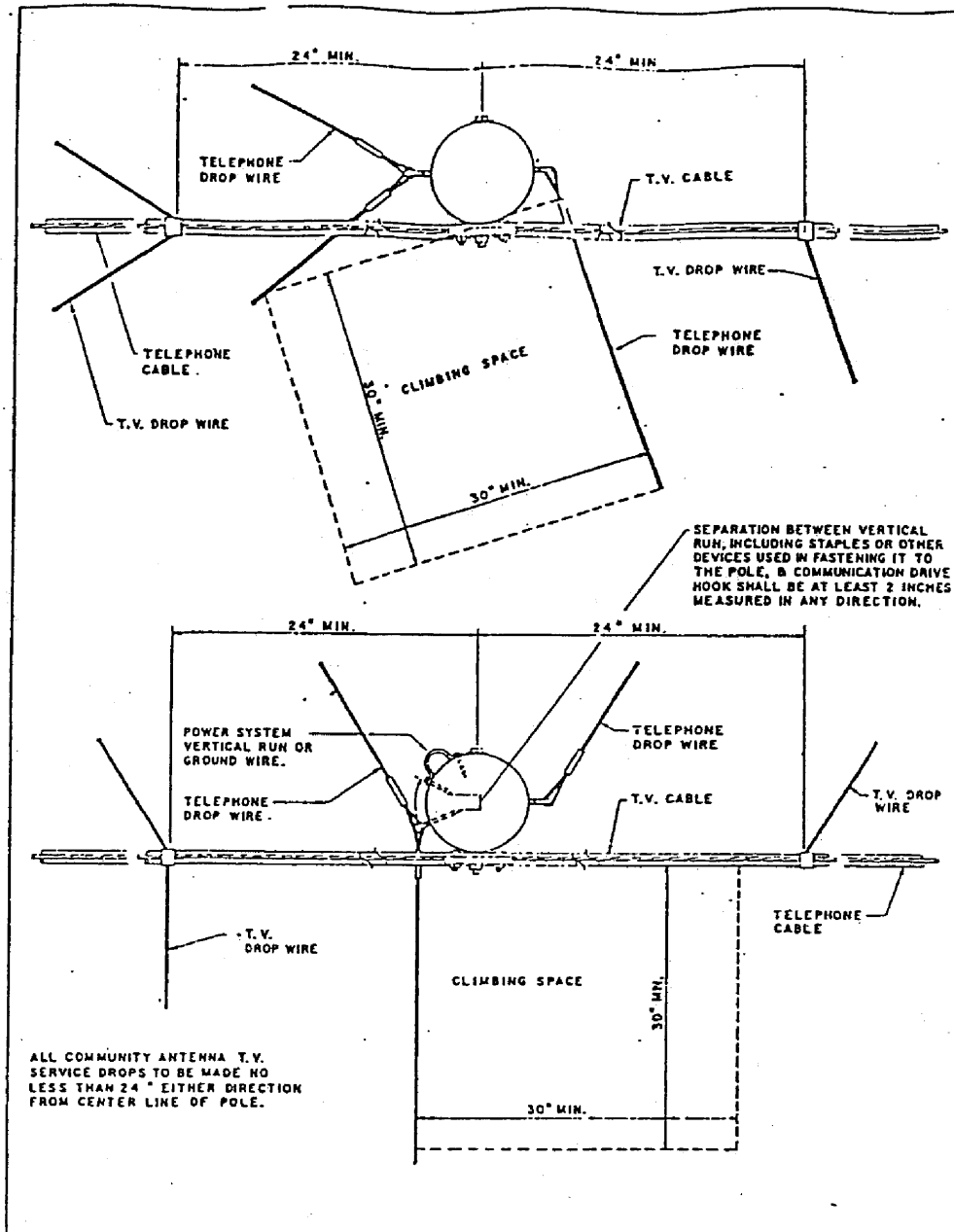
OVERHEAD DISTRIBUTION STANDARDS



MINIMUM VERTICAL CLEARANCES FOR JOINT USE CONST.

APPR DATE . 8-4-65

EXHIBIT E



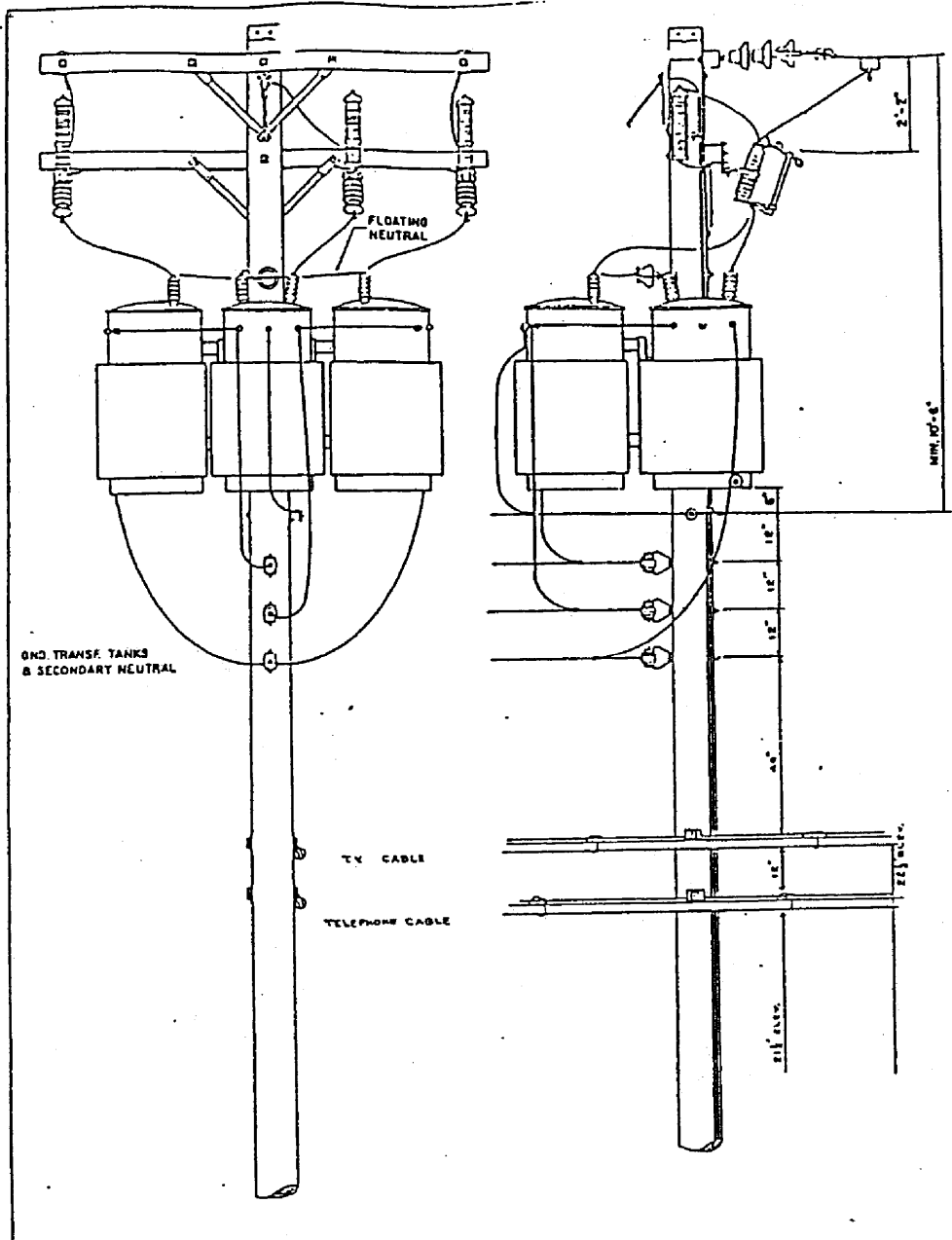
CLIMBING SPACE
THROUGH TELEPHONE AND T.V. DROP WIRES

APPR DATE 8-6-55

EXHIBIT G

TAMPA ELECTRIC CO ENGINEERING DEPT.

OVERHEAD DISTRIBUTION STANDARDS



ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM TO DISTRIBUTION POWER POLES DATE 8-4-65

EXHIBIT H

TAMPA ELECTRIC CO. ENGINEERING DEPT. OVERHEAD DISTRIBUTION STANDARDS

APP. DATE 3-17-64
 SUPERSEDES _____
 DATED _____

CLEARANCES FOR JOINT CONSTRUCTION ALONG
 TECO COMMUNICATIONS CABLE ROUTE

EXHIBIT I TAMPA ELECTRIC CO. ENGINEERING DEPT. OVERHEAD DISTRIBUTION STANDARDS

AMENDMENT TO ATTACHMENT AGREEMENT,
DATED SEPTEMBER 30, 1969, BETWEEN TAMPA
ELECTRIC COMPANY AND HILLSBOROUGH CATV, INC.

THIS AMENDMENT to the Attachment Agreement, dated September 20, 1969, between Tampa Electric Company, a Florida corporation, and Hillsborough CATV, Inc., a Florida corporation; made and entered into this 4th day of January, 1980, by and between Tampa Electric Company, a Florida corporation, (the "Electric Company") and Teleprompter Corporation, a New York corporation, and its operating subsidiary, Teleprompter Southeast, Inc., an Alabama corporation, as successors in interest to Hillsborough CATV, Inc., a Florida corporation, (collectively, the "Television Company").

W I T N E S S E T H :

WHEREAS, on September 30, 1969, the Electric Company and the Television Company entered into the Attachment Agreement (the "Attachment Agreement"), a copy of which is attached hereto as Exhibit "A;" and

WHEREAS, the Attachment Agreement is still in effect in accordance with its original terms and conditions; and

WHEREAS, beginning in July of 1977, the Electric Company and the Television Company became involved in a dispute as to the amount by which the Electric Company could increase the CATV rate per pole in accordance with Article VIII of the Attachment Agreement; and

WHEREAS, the Electric Company and the Television Company have recently entered into a settlement agreement (the "Settlement Agreement") in order to settle the dispute between them; and

WHEREAS, by the terms of the Settlement Agreement, the Electric Company and the Television Company have agreed to amend

Articles VII and VIII of the Attachment Agreement to specify the CATV rate per pole which the Electric Company will charge the Television Company for the period commencing September 1, 1976; and

WHEREAS, the Electric Company and the Television Company now wish to amend Articles VII and VIII of the Attachment Agreement in accordance with the Settlement Agreement;

NOW, THEREFORE, in consideration of the premises, the Electric Company and the Television Company hereby amend Articles VII and VIII of the Attachment Agreement to read as follows:

ARTICLE VII
RENTAL, DEPOSIT AND PROCEDURE FOR PAYMENT

Section 7.1 The Television Company shall pay to the Electric Company for attachments made to poles under this Agreement, a rental at the rate of Five Dollars and Fifty Cents (\$5.50) per pole per year (the "CATV Rate") until August 31, 1976, and shall thereafter pay to the Electric Company for attachments made to poles under this Agreement, rentals at the CATV Rates specified in Article VIII of this Agreement. Said rental shall be payable semi-annually in advance on the first day of January and the first day of July each year during which this Agreement remains in effect and is deemed delinquent ten days thereafter. Semi-annual rental payments shall be based upon the number of poles on which CATV is attached on the first day of June and the first day of December, respectively. The rent for each new CATV attachment shall be such prorata amount as may be due for the use of the pole from the date of attachment to the next semi-annual payment date.

Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or the amplifier wattage for billing purposes.

ARTICLE VIII
PERIODICAL REVISION OF ATTACHMENT RENTAL RATE

Section 8.1 The CATV Rate shall increase to Eight Dollars (\$8.00) for the period beginning September 1, 1976, and ending December 31, 1979; to Eight Dollars and Sixty-Four Cents (\$8.64) for the calendar year 1980; to Nine Dollars and Thirty-Three Cents (\$9.33) for the calendar year 1981; and to Ten Dollars and Eight Cents (\$10.08) for the

calendar year 1982. Thereafter the CATV Rate shall be adjusted, up or down, as the case may be, but never to an amount lower than Ten Dollars and Eight Cents (\$10.08), as of the first day of each succeeding calendar year in accordance with changes in the Consumer Price Index for all Urban Consumers (the "Index"), published by the Bureau of Labor Statistics, United States Department of Labor (the "BLS"). The actual CATV Rate for the calendar year 1983 and each succeeding calendar year shall be an amount equal to the product of the Index most recently published prior to the beginning of the calendar year for which the adjustment is being made, multiplied by Ten Dollars and Eight Cents (\$10.08), divided by the Index most recently published prior to the beginning of the calendar year 1982. If the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published prior to the beginning of the calendar year 1983, then the Electric Company and the Television Company shall agree on some other index serving the same purpose to determine the CATV Rate for the calendar year 1983 and each succeeding calendar year. If the Index as now constituted, compiled and published after the beginning of the calendar year 1983, then the Electric Company and the Television Company shall request the BLS to furnish them with a statement converting the Index published most recently prior to the beginning of the calendar year 1982 to a figure that would be comparable in another index published by BLS, and shall use such other index to determine the CATV Rate for each calendar year beginning after the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published, provided that if the Electric Company and the Television Company shall be unable to secure an appropriate conversion figure from the BLS, they shall agree on some other index serving the same purpose to determine the CATV Rate for each calendar year beginning after the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published.

Section 8.2 Anything herein to the contrary notwithstanding, if either the Florida Public Service Commission (the "PSC") or the Federal Communications Commission (the "FCC") shall hereafter regulate pole attachment agreements such as this agreement, and shall establish the rates or range of rates that the Electric Company may thereafter charge the Television Company, the CATV Rate, for the period commencing with the date of which the PSC or the FCC establishes such rates or range of rates and continuing for such time as the PSC or the FCC regulates pole attachment agreements such as this agreement, shall be the highest lawful rate from time to time established or permitted by the PSC or the FCC, applicable to the poles covered by this agreement, provided that nothing herein shall preclude either the Electric Company or the Television Company from challenging the lawfulness of any rate from time to time established or permitted by the PSC or the FCC. The Electric

Company and the Television Company acknowledge that the FCC already regulates pole attachment agreements such as this agreement in states which do not themselves regulate such agreements and has already established provisions for determining a range of rates which utility companies such as the Electric Company may charge cable TV companies such as the Television Company; that the PSC has determined that it has jurisdiction to regulate pole attachment agreements such as this agreement in the State of Florida and has certified to the FCC that it does regulate pole attachment agreements such as this agreement in the State of Florida; that the Television Company has appealed the PSC's determination that it has jurisdiction to regulate pole attachment agreements such as this agreement in the State of Florida to the Florida Supreme Court; and that the Television Company's appeal is still pending before the Florida Supreme Court; and agree that if the Florida Supreme Court determines that the PSC does not have jurisdiction to regulate pole attachment agreements such as this agreement in the State of Florida, such that the procedure established by the FCC becomes applicable to this agreement, then the CATV Rate for the period commencing with the date the Florida Supreme Court renders its determination, but not before, and continuing for such time as the FCC regulates pole attachment agreements such as this agreement in the State of Florida, shall be the highest lawful rate from time to time established or permitted by the FCC.

Section 8.3. The Television Company specifically waives any claim or defense which it may now or hereafter have or claim to have relating to the reasonableness or fairness of the CATV Rate or Rates provided for herein, provided that nothing herein shall preclude the Television Company from advocating that a different rate is fair and reasonable in any proceedings which the PSC or the FCC may conduct for the purpose of establishing, by regulation, the rate or range of rates which the Electric Company may charge the Television Company for pole attachments.

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

Signed, sealed, and delivered
in the presence of:

Karen J. Fischer

TAMPA ELECTRIC COMPANY

By J. Hicks

ATTES: B. [Signature]

Signed, sealed, and delivered
in the presence of:

[Signature]

Signed, sealed, and delivered
in the presence of:

[Signature]

TELEPROMPTER CORPORATION

BY [Signature]

ATTEST: [Signature]

TELEPROMPTER SOUTHEAST, INC.

BY [Signature]

ATTEST: [Signature]

ATTACHMENT C

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

TAMPA ELECTRIC COMPANY, etc.,)
) Civil Action
) Case No. 77-589-Civ-T-H
vs.)
TELEPROMPTER GULF COAST CATV)
CORPORATION, etc.)
) Defendant.
_____)

STIPULATION AND JOINT MOTION FOR DISMISSAL

Plaintiff, Tampa Electric Company, and Defendant, Teleprompter Gulf Coast CATV Corporation, stipulate and agree that they have performed all of their obligations under the Stipulation which they filed with the Court on September 8, 1979, and that all conditions precedent to the effectiveness of that Stipulation have occurred, and jointly move the Court to dismiss the above-styled cause with prejudice, each party to bear its own costs.

DATED January 8, 1980.

James V. Lau
James V. Lau of
HOLLAND & KNIGHT
Post Office Box 1288
Tampa, Florida 33601
(813) 223-1621
Attorneys for Plaintiff

Thomas T. Steele
Thomas T. Steele of
FOWLER, WHITE, GILLEN, BOGGS,
VILLAREAL AND BANKER, P.A.
Post Office Box 1438
Tampa, Florida 33601
(813) 228-7411
Attorneys for Defendant

ORDER OF DISMISSAL

THIS CAUSE came on to be heard upon the Stipulation and Joint Motion for Dismissal filed herein by Plaintiff and Defendant, and the Court being fully advised in the premises, it is ORDERED that the Joint Motion for Dismissal be, and it hereby is, granted. It is further

ORDERED that the above-styled cause be, and it hereby
is, dismissed with prejudice, each part to bear its own costs.

DONE and ORDERED in Chambers, at Tampa, Hillsborough
County, Florida, this 9th day of January, 1979. 80

WM. TERRELL HODGES

U. S. District Judge

Copies furnished to:
James V. Lau, Esquire
Thomas T. Steele, Esquire

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

TAMPA ELECTRIC COMPANY, -)
etc.,)
Plaintiff,) Civil Action
vs.) Case No. 77-589-Civ-T-H
TELEPROMPTER GULF COAST)
CATV CORPORATION, etc.,)
Defendant.)

STIPULATION

Plaintiff, Tampa Electric Company, and Defendant, Teleprompter Gulf Coast CATV Corporation, hereby stipulate that they have agreed to settle the above-styled cause upon the following terms and conditions:

1. Plaintiff and Defendant agree that the CATV Rate, as defined in Plaintiff's Amended Complaint, (the "CATV Rate") for the period beginning September 1, 1976, and ending December 31, 1979, was and is \$8.00.

2. Defendant will, within 30 days of the date hereof, pay Plaintiff the sum of \$97,919.43, with interest thereon at the rate of \$16.10 per day from September 1, 1979, until the date of payment, such sum being the difference between the amounts payable by Defendant to Plaintiff for the period beginning September 1, 1976, and ending December 31, 1979, at the \$8.00 CATV Rate and the amounts paid by Defendant to Plaintiff for the period beginning September 1, 1976, and ending December 31, 1979, at the original \$5.50 CATV Rate, with interest thereon at the rate of 6% per year from the dates on which the incremental amounts became payable until the date of payment.

3. Plaintiff and Defendant will, within 30 days of the date hereof, execute an amendment to the Agreement, as defined in Plaintiff's Amended Complaint, (the "Agreement") in substantially the form attached hereto as Exhibit "A."

4. Plaintiff and Defendant will, within 30 days of the date hereof, exchange releases in substantially the forms attached hereto as Exhibits "B" and "C."

5. Upon compliance with all of their obligations hereunder, Plaintiff and Defendant will execute and file with the Court a Stipulation and Joint Motion for Dismissal in substantially the form attached hereto as Exhibit "D."

DATED November 7, 1979.

James V. Lau
James V. Lau of
HOLLAND & KNIGHT
Post Office Box 1288
Tampa, Florida 33601
(813) 223-1621
Attorneys for Plaintiff

Thomas T. Steele
Thomas T. Steele of
FOWLER, WHITE, GILLEN,
BOGGS, VILLAREAL AND
BANKER, P.A.
Post Office Box 1438
Tampa, Florida 33601
(813) 228-7411
Attorneys for Defendant

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

TAMPA ELECTRIC COMPANY, etc.,)	
)	
Plaintiff,)	Civil Action
)	
vs.)	Case No. 77-589-Civ-T-H
)	
TELEPROMPTER GULF COAST CATV CORPORATION, etc.,)	
)	
Defendant.)	

STIPULATION

Plaintiff, Tampa Electric Company, and Defendant, Teleprompter Gulf Coast CATV Corporation, hereby stipulate and agree that, notwithstanding the Order of Dismissal entered by the Court on September 12, 1979, the above-styled cause should remain open for an additional thirty days from the date of this Stipulation so as to permit Plaintiff and Defendant to comply with the stipulation which they have today filed in the above-styled cause and so as to enable the Court to enforce such stipulation should either Plaintiff or Defendant fail to fulfill any of their obligations thereunder.

DATED November 7, 1979

James V. Lau
James V. Lau of
HOLLAND & KNIGHT
Post Office Box 1288
Tampa, Florida 33601
(813) 223-1621
Attorneys for Plaintiff

Thomas T. Steele
Thomas T. Steele of
FOWLER, WHITE, GILLEN,
BOGGS, VILLAREAL AND
BANKER, P.A.
Post Office Box 1438
Tampa, Florida 33601
(813) 228-7411
Attorneys for Defendant

ORDER

THIS CAUSE came on to be heard upon the above Stipulation, and the Court being fully advised in the premises, it is ORDERED that, notwithstanding the Order of Dismissal entered by this Court on September 12, 1979, the above-styled

cause shall remain open for an additional thirty days from the date of this Order so as to permit Plaintiff and Defendant to comply with the stipulation which they filed with the Court on November 8, 1979, and so as to enable the Court to enforce such stipulation should either Plaintiff or Defendant fail to fulfill any of their obligations thereunder.

DONE and ORDERED in Chambers, at Tampa, Hillsborough County, Florida, this ____ day of November, 1979.

U. S. District Judge

Copies furnished to:
James V. Lau, Esquire
Thomas T. Steele, Esquire

CERTIFICATE OF SERVICE

I, Melanie McVickar, secretary in the law firm of Keller and Heckman, hereby certify that the foregoing "Application for Review" attached hereto was served this 26th day of October, 1983 by mailing true copies thereof, via first class mail, postage prepaid, to the following persons:

Gardner F. Gillespie
Paul Glist
Hogan and Hartson
815 Connecticut Avenue, N.W.
Washington, D.C. 20006

Florida Public Service Commission
Commission Clerk
101 East Gaines Street
Tallahassee, Florida 32301

Federal Energy Regulatory Commission
825 North Capitol Street, N.W.
Washington, D.C. 20426

Margaret Wood*
Federal Communications Commission
1919 M Street, N.W.
Room 526
Washington, D.C. 20554

/s/Melanie McVickar
Melanie McVickar

*By Hand

Copy

ATTACHMENT AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
THE TM COMMUNICATIONS COMPANY OF FLORIDA

Section 0.1 THIS AGREEMENT, made and entered into this 21st day of October, 1970 by and between Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company," and the TM Communications Company of Florida, a Florida corporation, herein referred to as the "Television Company."

W I T N E S S E T H

Section 0.2 WHEREAS, the Television Company proposes to furnish television distribution service to residents of unincorporated areas of Hillsborough County, Florida, and will need to erect and maintain aerial cables, wires and associated appliances (excluding climbing aids), herein referred to as "CATV" throughout the area to be served and desires to attach CATV to poles of the Electric Company.

Section 0.3 WHEREAS, the Electric Company is willing to permit, as provided herein, the attachment of CATV to its existing poles.

Section 0.4 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto for themselves and for their successors and assigns do hereby mutually covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 This agreement shall be in effect in the unincorporated area of Hillsborough County as of the date of this Contract, in which the Electric Company provides distribution service.

Section 1.2 The Electric Company reserves the right to deny the attachments of CATV by the Television Company to poles of the Electric Company which have been installed for purposes other than or

in addition to normal distribution of electric service including, among others, poles which in the reasonable judgment of the Electric Company (i) are required for the sole use of the Electric Company, (ii) would not readily lend themselves to attachments of CATV because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party, other than a concern or firm using the pole for CATV, herein referred to as "TV company" in the singular and "TV companies" in the plural.

Section 1.3 Pursuant to the right provided for in the foregoing section, the Electric Company hereby excludes its poles used to support its transmission lines (lines with voltage in excess of 15 KV) unless in the judgment of the Electric Company (i) there is no other satisfactory means of traversing a certain area, and (ii) the transmission poles in question are adequate to add CATV.

Section 1.4 Pursuant to the right provided for in Section 1.2 the Electric Company hereby excludes poles (including aluminum) and painted wooden poles which have been installed primarily for improving the appearance of the overhead lines unless in the judgment of the Electric Company (i) there is no other satisfactory means of traversing a certain area, and (ii) CATV will not seriously detract from the appearance of the poles.

Section 1.5 The Electric Company reserves the right upon thirty days' written notice to require the removal of the Television Company's CATV from poles which are being removed and if the Electric Company replaces the removed poles the provisions of Sections 1.2, 1.3, and 1.4 shall control with respect to reattachment.

ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

Section 2.1 Before attaching CATV to any pole or poles of the Electric Company, the Television Company shall make application,

furnish deposit as outlined in Article VII, Section 7.3 and receive a permit therefor in the form of Exhibit A, hereto attached and made a part hereof.

Section 2.2 The Television Company shall, at its own expense, make and maintain CATV in safe condition and in good repair in a manner reasonably suitable to the Electric Company and so as not to conflict or interfere with (i) the requirements of Section 2.3, (ii) the existing or future use of said poles by the Electric Company or (iii) the existing use of licenses. The Television Company shall at any time, at its own expense, upon notice from the Electric Company, relocate, replace or renew its CATV placed on said poles, or transfer them to substituted poles, or perform any other work in connection with CATV that may be required by the Electric Company, provided, however, that in cases of emergency or refusal of the Television Company to comply, the Electric Company may arrange to relocate, replace or renew the CATV placed on said poles by the Television Company, transfer them to substituted poles or perform any other work in connection with CATV that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon or for the service needs of the Electric Company, and the Television Company shall, on demand, reimburse the Electric Company for the expense thereby incurred. Nothing in this paragraph shall relieve the Television Company from maintaining adequate work forces readily at hand to promptly repair, service and maintain the Television Company's CATV where the condition of the CATV is hindering the Electric Company's operations. All CATV will be attached at an elevation of 22'6" except when more than one TV Company attaches to the same pole. With multiple attachments the Electric Company will specify elevations for each TV Company's CATV. The Television Company is hereby advised that the telephone company has prior rights at an

elevation of 21'6". Any attachments made at an elevation less than 22'6" requires release of the space from the telephone company.

Section 2.3 The Television Company's CATV, in each and every location, shall be erected and maintained in accordance with the then current requirements and specifications of the National Electrical Safety Code, or any subsequent amendments or revisions of said Code. Drawings marked Exhibits D through I, inclusive, are attached hereto to illustrate required construction under certain typical conditions, where span lengths are not more than three hundred fifty feet (350') and voltage between any conductor and ground does not exceed eight thousand seven hundred (8,700) volts. These drawings are intended to be illustrative only, and the specifications of the Electric Company and of the National Electrical Safety Code, as both are from time to time amended or revised, shall prevail in all instances. All power supplies and amplifiers shall be strandmounted and should be housed in metal boxes that are inconspicuous, functional, and as maintenance free as possible.

Section 2.4 (a) In the event (i) that any pole or poles of the Electric Company to which the Television Company desires to make attachments are inadequate to support the proposed CATV in accordance with the aforesaid specifications, or (ii) that the Television Company's proposed CATV can be accommodated on present poles of the Electric Company but only by rearranging the existing facilities then the Electric Company will indicate on said form of Exhibit A the cost of all changes necessitated by the proposed CATV herein called make-ready cost, subject to later assessment for any applicable proration under Section 2.5, and return it to the Television Company and if the Television Company still desires to attach the proposed CATV and returns the form of Exhibit A marked to so indicate together with a deposit of make-ready cost sufficient to reimburse the Electric Company and the Owner or Owners of other facilities attached to said poles including other TV Companies,

all of whom are collectively referred to hereinafter as "Licensees" for the entire estimated cost and expense of all the changes, the Electric Company and the Licensees shall make such necessary changes.

(b) Any strengthening of poles (guying) required to accommodate the attachments of the Television Company shall be provided by and at the expense of the Television Company and to the satisfaction of the Electric Company. The Television Company as far as practicable must use existing guying and anchoring locations which have been established by the Electric Company.

(c) No intermediate or line extension poles under or in close proximity to the Electric Company's facilities shall be set other than by the Electric Company. The Television Company may, however, request the Electric Company to set such intermediate or line extension poles, as the Television Company may desire, and the Electric Company may at its own and sole discretion agree to set such poles if it has the capability of doing so at that time and setting such poles does not pose safety, engineering or appearance problems. If such request is granted, the Television Company shall reimburse the Electric Company in advance for the full cost of setting and attaching to such pole or poles, plus any expense attendant to attaching other existing lines.

(d) When more than one Television Company is making simultaneous attachments to the same pole as defined in Section 2.5, the cost as described in this section of such changes shall be borne in equal shares per pole.

Section 2.5 Pole attachment applications may be delivered to the Electric Company at any time. Each application will be in the form of Exhibit A and must include a map of adequate scale showing the Electric Company poles (numbered in numerical order) to which the Television Company requests permission to attach. Any applications for CATV on the same poles or in the same area received within forty-five days after the first application for the poles or area,

shall be considered as simultaneous applications. Any TV Company making a simultaneous application shall share the make-ready cost with all the other simultaneous applicants, and if it has already paid a deposit per Section 2.4 (a) it shall be assessed for its additional share which shall be paid within 15 days. Any applications received more than forty-five (45) days after the first application shall not be entitled to proration of costs from any prior simultaneous applicant.

Section 2.6 The Electric Company reserves to itself, its successors and assigns, the right to maintain its 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 or any amendments or revisions of said Code and such specifications particularly applying to the Electric Company hereinbefore referred to. The Electric Company shall not be liable to the Television Company for any interruption to service of the Television Company or for interference with the operation of the cables, wires and appliances of the Television Company arising in any manner whatsoever whether caused by negligence of the Electric Company, Licensees or third parties, or otherwise.

Section 2.7 The Television Company shall exercise special precautions to avoid damage to facilities of the Electric Company and Licensees supported on said poles, and hereby assumes all responsibility for any and all loss resulting from damage, caused by the Television Company. The Television Company shall make an immediate report to the Electric Company of the occurrence of any such damage and hereby agrees to reimburse the Electric Company or Licensees, as the case may be for the expense incurred in making repairs.

ARTICLE III

EVIDENCE TO OPERATE FROM GOVERNMENT AND MUNICIPAL AUTHORITIES

Section 3.1 The Television Company represents and warrants that it shall have and maintain any necessary consents and authorities from

federal, state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of the Electric Company which it desires to use.

ARTICLE IV

RIGHT-OF-WAY FOR TELEVISION COMPANY'S ATTACHMENTS

Section 4.1 It shall be the sole responsibility of the Television Company to obtain for itself such rights of way or easements as may be appropriate for the placement and maintenance of CATV on the Electric Company's poles located on private property of third parties. While the Electric Company will cooperate with the Television Company in obtaining rights of way or easements, the Electric Company shall not be required to contact or negotiate with property owners or incur any expenses in connection therewith. No guarantee is given by the Electric Company of permission from property owners, municipalities or others for use of poles and right-of-way easement by the Television Company, and if objection is made thereto and the Television Company is unable to satisfactorily adjust the matter within a reasonable time, the Electric Company may forthwith require the Television Company to remove its CATV from the poles involved and its appliances from the right-of-way easement involved and the Television Company shall, within thirty (30) days after receipt of said notice, remove its CATV from said poles and said right-of-way easement at its sole expense. Should the Television Company fail to remove its CATV as herein provided, the Electric Company may remove them without liability for loss or damage and the Television Company shall reimburse the Electric Company for the expense incurred.

ARTICLE V

INSPECTION AND PAYMENT BOND

Section 5.1 The Electric Company, because of the importance of its service, reserves the right to inspect each new CATV of the Television Company on its poles and in the vicinity of its lines or appliances and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of the entire plant of the Television

Company; and the Television Company shall, on demand, reimburse the Electric Company for the expense of such inspections at the rate equal to the present or future hourly rate of a journeyman lineman plus associated overhead expenses. This expense shall be prorated where other TV Companies are on the same pole. The Electric Company reserves the right to approve the specifications of a minimum safety training program which shall be enforced by the Television Company. Such inspections and specifications, made or not, shall not operate to relieve the Television Company of any responsibility, obligation or liability assumed under this agreement. Inspection payments by the Television Company to the Electric Company shall be limited to the cost of not more than one inspection per pole and the entire plant each calendar year during the period covered by this agreement unless a default is discovered.

Section 5.2 Bills for inspections, 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 of this agreement.

Section 5.3 For the purpose of guarantying payment of any sums which may become due to the Electric Company for rentals, inspections, or for work performed for the benefit of the Television Company under this agreement, as well as the cost of removal of attachments on terminations of this agreement under any of its provisions, the Television Company shall furnish to the Electric Company and maintain in force at all times an appropriate payment bond issued by a corporate surety acceptable to the Electric Company and authorized to do business in the State of Florida in the amount provided in the attached Schedule of Required Bond Coverage, Exhibit C, for the number of attachments at the time located on the Electric Company's poles.

ARTICLE VI

ABANDONMENT AND REMOVAL OF ATTACHMENTS

Section 6.1 The Television Company may at any time remove its CATV from any pole or poles of the Electric Company, but shall immediately give the Electric Company 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.

Section 6.2 Upon notice from the Electric Company to the Television Company that the use of any pole or poles is forbidden for any reason under the terms of this contract, the permit covering use of such pole or poles shall immediately terminate and the CATV of the Television Company shall be removed at once from the affected pole or poles at the cost of the Television Company.

ARTICLE VII

RENTAL, DEPOSIT AND PROCEDURE FOR PAYMENTS

Section 7.1 The Television Company shall pay to the Electric Company for attachments made to poles under this agreement, a rental at the rate of Five Dollars and Fifty Cents (\$5.50) per pole per year. Said rental shall be payable semi-annually in advance on the first day of January and the first day of July each year during which this agreement remains in effect and is deemed delinquent ten days thereafter. Semi-annual rental payments shall be based upon the number of poles on which CATV is attached on the first day of June and the first day of December, respectively. The rent for each new CATV attachment shall be such prorata amount as may be due for the use of the pole from the date of attachment to the next semi-annual payment date.

Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or the amplifier wattage for billing purposes.

Section 7.3 The Television Company shall furnish to the Electric Company with Exhibit A, a deposit in the amount of Five Dollars and Fifty Cents (\$5.50) times the number of poles upon which CATV attachments are requested. This deposit shall be credited first to the rent due on the prorata billing for the new CATV attachments and any balance shall be credited to the next semi-annual rent period in which these attachments are included. If any of the CATV attachment requests in the Exhibit A's are denied or withdrawn the Electric Company shall refund to the Television Company an amount equal to the number of poles not approved times Five Dollars and Fifty Cents (\$5.50) at the time the Exhibit A is approved.

ARTICLE VIII

PERIODICAL REVISION OF ATTACHMENT RENTAL PAYMENT RATE

Section 8.1 The CATV rate per pole shall be subject to revision at the request of either party made in writing to the other at any time after four (4) years from the date of this agreement and at intervals of not less than three (3) years after any rate adjustment. If, within sixty (60) days after the receipt of such request by either party from the other, the parties hereto fail to agree upon a revision of such rate, the rate per pole to be paid during the next three (3) year period by the Television Company and any other TV Company attached to the same pole or poles shall be (i) the rate per pole in effect for the previous period, or (ii) an amount equal to one-half of the then average total cost per pole of installing and maintaining the poles on which the Television Company has CATV, whichever amount is higher. In case of a revision of the rate as herein provided, the new rate shall be applicable until again revised. If the Electric Company revises as to the Television Company, it shall also revise as to other TV Companies attached to similar poles in the area provided by Section
1.1

ARTICLE IX

RELEASE AND HOLD HARMLESS

Section 9.1 In executing this contract the Television Company hereby releases the Electric Company and all other TV Companies signing similar contracts from any and all claims, charges and demands of whatever kind or nature from beginning of the world to the date hereof, this contract being a settlement and compromise of various and divers disputes and differences between the Electric Company and all other TV Companies signing similar contracts and the Television Company.

ARTICLE X

DEFAULTS

Section 10.1 If the Television Company shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the Electric Company to correct such default or non-compliance, the Electric Company may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occurred. In case of such termination, no prepaid rentals shall be refunded.

ARTICLE XI

LIABILITY AND INSURANCE REQUIREMENTS

Section 11.1 The Television Company hereby assumes full responsibility and liability for all work and labor necessary to attach CATV to poles of the Electric Company and for the removal of the same in accordance with other provisions of this contract.

Section 11.2 The Television Company hereby assumes full responsibility and liability for, and agrees to indemnify and save the Electric Company harmless from and against, all liabilities, claims for damages and suits for or by reason of any injury to any person or persons, or damage to any property of any kind whatsoever, whether

the property of the parties hereto or of third persons, from any and all cause or causes whatsoever, occasioned by or in any way connected with the installation, inspection, maintenance, existence or removal of any attachment of the Television Company or any act, omission or thing in any manner related to this agreement, irrespective of negligence, actual or claimed, upon the part of the Electric Company, its agents or employees. The obligation of the Television Company to indemnify the Electric Company shall include all charges, expenses, and costs, including attorneys' fees incurred by the Electric Company on account of or by reason of any such injuries, damages, liabilities, claims, suits or losses, and all damages growing out of the same.

Section 11.3 The Television Company agrees to procure and constantly maintain in force at its expense, in companies satisfactory to the Electric Company, policies of insurance with minimum limits as follows:

- (1) Workmen's Compensation and Employers' Liability Insurance for all of the Television Company's employees. If any of the work is sublet to a contractor, the Television Company shall require the contractor to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under the Television Company's insurance.
- (2) General Liability Bodily Injury Insurance of \$200,000 for any one person and \$500,000 for any one accident.
- (3) General Liability Property Damage Insurance of \$50,000 for any one accident and \$100,000 in the aggregate.
- (4) If any of the work is sublet to a contractor, Owner's Protective Liability Insurance, covering claims for bodily injury or death and damages to property of others, to the full limits specified in (2) and (3) above, showing both the Electric Company and the Television Company as owners.

- (5) Automobile Liability Bodily Injury Insurance (covering owned, hired and all classes of non-owned vehicles) of \$200,000 for any one person and \$500,000 for any one accident.
- (6) Automobile Liability Property Damage Insurance (covering owned, hired and all classes of non-owned vehicles) of \$25,000 for any one accident.
- (7) Contractual Liability Insurance to the full limits of, and for the liabilities insured under, above policies, and expressly including the liabilities assumed by the Television Company under the indemnity clause set forth as Section 11.2 above.

Section 11.4 Prior to the Television Company making any attachments to poles of the Electric Company, the Television Company shall furnish the Electric Company certificates of the Television Company's insurance carrier showing that the Television Company carries the requisite insurance and that the policies, issued in accordance with the requirements 2, 3, 4, and 7 of Section 11.3 have been endorsed to show the Electric Company as an additional assured. Said certificates shall also provide that such insurance shall not be terminated, changed or endorsed except upon thirty (30) days written notice thereof to the Electric Company.

ARTICLE XII
3rd Edition
EXISTING RIGHTS OF OTHER PARTIES

Section 12.1 Nothing herein contained shall be construed as affecting the rights or privileges previously or hereafter conferred by the Electric Company, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and the Electric Company shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing or future contracts and arrangements.

ARTICLE XIII

TERM OF AGREEMENT

Section 13.1 This agreement shall become effective upon its execution.

cution and if not terminated in accordance with the provisions of Section 10.1 shall continue in effect for a term of not less than five (5) years. Either party may terminate the agreement at the end of said term or at any time thereafter by giving to the other party at least six (6) months written notice. Upon termination of the agreement in accordance with any of its terms, the Television Company shall immediately remove its CATV from all poles of the Electric Company. If not so removed, the Electric Company shall have the right to remove them at the cost and expense of the Television Company and without any liability therefor. The Electric Company shall deliver to the Television Company any equipment so removed upon termination of this agreement, upon the payment of the cost of removal, cost of storage and delivery and all other amounts then due the Electric Company.

ARTICLE XIV

ASSIGNMENTS OF RIGHTS

Section 14.1 The Television Company shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Electric Company.

Section 14.2 The use, however extended, of the Electric Company's poles, under this agreement, shall not create or vest in the Television Company any ownership or property rights in said poles, but the Television Company's rights therein shall remain those of a mere licensee. Nothing herein contained shall be construed to compel the Electric Company to maintain any of said poles for a period longer than demanded by its own service requirements.

ARTICLE XV

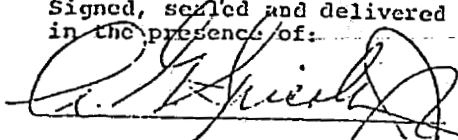
WAIVER OF TERMS OR CONDITIONS

Section 15.1 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.

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

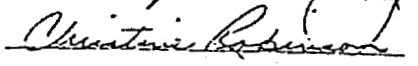
TAMPA ELECTRIC COMPANY

Signed, sealed and delivered
in the presence of:



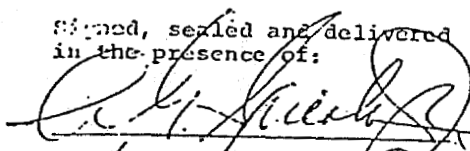
BY Lucius S. Black

ATTEST



BY H. Cullwold

Signed, sealed and delivered
in the presence of:



THE T.M. COMMUNICATIONS Co. OF FLORIDA

BY Vernon T. Silli
PRES.

ATTEST

Karen C. Reno

BY Charles J. Oyle
Sec.

112517

ATTACHMENT AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
TELEPROMPTER GULF COAST CATV CORPORATION

Section 0.1 THIS AGREEMENT, made and entered into this 25th day of November, 1970 by and between Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company," and the TelePrompter Gulf Coast CATV Corporation, a ^{Delaware} ~~Florida~~ corporation, authorized to do business in the State of Florida herein referred to as the "Television Company."

W I T N E S S E T H

Section 0.2 WHEREAS, the Television Company proposes to furnish television distribution service to residents of unincorporated areas of Hillsborough County, Florida, and will need to erect and maintain aerial cables, wires and associated appliances (excluding climbing aids), herein referred to as "CATV" throughout the area to be served and desires to attach CATV to poles of the Electric Company.

Section 0.3 WHEREAS, the Electric Company is willing to permit, as provided herein, the attachment of CATV to its existing poles.

Section 0.4 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto for themselves and for their successors and assigns do hereby mutually covenant and agree as follows:

ARTICLE I -

SCOPE OF AGREEMENT

Section 1.1 This agreement shall be in effect in the unincorporated area of Hillsborough County as of the date of this Contract, in which the Electric Company provides distribution service.

Section 1.2 The Electric Company reserves the right to deny the attachments of CATV by the Television Company to poles of the Electric Company which have been installed for purposes other than or

in addition to normal distribution of electric service including, among others, poles which in the reasonable judgment of the Electric Company (i) are required for the sole use of the Electric Company, (ii) would not readily lend themselves to attachments of CATV because of interference, hazards or similar impediments, present or future, ~~or (iii) have been installed primarily for the use of a third party,~~ other than a concern or firm using the pole for CATV, herein referred to as "TV company" in the singular and "TV companies" in the plural.

✓ Section 1.3 Pursuant to the right provided for in the foregoing section, the Electric Company hereby excludes its poles used to support its transmission lines (lines with voltage in excess of 15 KV) unless in the judgment of the Electric Company (i) there is no other satisfactory means of traversing a certain area, and (ii) the transmission poles in question are adequate to add CATV.

✓ Section 1.4 Pursuant to the right provided for in Section 1.2 the Electric Company hereby excludes poles (including aluminum) and painted wooden poles which have been installed primarily for improving the appearance of the overhead lines unless in the judgment of the Electric Company (i) there is no other satisfactory means of traversing a certain area, and (ii) CATV will not seriously detract from the appearance of the poles.

✓ Section 1.5 The Electric Company reserves the right upon thirty days' written notice to require the removal of the Television Company's CATV from poles which are being removed and if the Electric Company replaces the removed poles the provisions of Sections 1.2, 1.3, and 1.4 shall control with respect to reattachment.

ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

✓ Section 2.1 Before attaching CATV to any pole or poles of the Electric Company, the Television Company shall make application,

furnish deposit as outlined in Article VII, Section 7.3 and receive a permit therefor in the form of Exhibit A, hereto attached and made a part hereof.

Section 2.2 The Television Company shall, at its own expense, make and maintain CATV in safe condition and in good repair in a manner reasonably suitable to the Electric Company and so as not to conflict or interfere with (i) the requirements of Section 2.3, (ii) the existing or future use of said poles by the Electric Company or (iii) the existing use of licensees. The Television Company shall at any time, at its own expense, upon notice from the Electric Company, relocate, replace or renew its CATV placed on said poles, or transfer them to substituted poles, or perform any other work in connection with CATV that may be required by the Electric Company, provided, however, that in cases of emergency or refusal of the Television Company to comply, the Electric Company may arrange to relocate, replace or renew the CATV placed on said poles by the Television Company, transfer them to substituted poles or perform any other work in connection with CATV that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon or for the service needs of the Electric Company, and the Television Company shall, on demand, reimburse the Electric Company for the expense thereby incurred. Nothing in this paragraph shall relieve the Television Company from maintaining adequate work forces readily at hand to promptly repair, service and maintain the Television Company's CATV where the condition of the CATV is hindering the Electric Company's operations. All CATV will be attached at an elevation of 22'6" except when more than one TV Company attaches to the same pole. With multiple attachments the Electric Company will specify elevations for each TV Company's CATV. The Television Company is hereby advised that the telephone company has prior rights at an

elevation of 21'6". Any attachments made at an elevation less than 22'6" requires release of the space from the telephone company.

✓ Section 2.3 The Television Company's CATV, in each and every location, shall be erected and maintained in accordance with the then current requirements and specifications of the National Electrical Safety Code, or any subsequent amendments or revisions of said Code. Drawings marked Exhibits D through I, inclusive, are attached hereto to illustrate required construction under certain typical conditions, where span lengths are not more than three hundred fifty feet (350') and voltage between any conductor and ground does not exceed eight thousand seven hundred (8,700) volts. These drawings are intended to be illustrative only, and the specifications of the Electric Company and of the National Electrical Safety Code, as both are from time to time amended or revised, shall prevail in all instances. All power supplies and amplifiers shall be strandmounted and should be housed in metal boxes that are inconspicuous, functional, and as maintenance free as possible.

✓ Section 2.4 (a) In the event (i) that any pole or poles of the Electric Company to which the Television Company desires to make attachments are inadequate to support the proposed CATV in accordance with the aforesaid specifications, or (ii) that the Television Company's proposed CATV can be accommodated on present poles of the Electric Company but only by rearranging the existing facilities then the Electric Company will indicate on said form of Exhibit A the cost of all changes necessitated by the proposed CATV herein called make-ready cost, subject to later assessment for any applicable proration under Section 2.5, and return it to the Television Company and if the Television Company still desires to attach the proposed CATV and returns the form of Exhibit A marked to so indicate together with a deposit of make-ready cost sufficient to reimburse the Electric Company and the Owner or Owners of other facilities attached to said poles including other TV Companies,

all of whom are collectively referred to hereinafter as "Licensees" for the entire estimated cost and expense of all the changes, the Electric Company and the Licensees shall make such necessary changes.

✓(b) Any strengthening of poles (guying) required to accommodate the attachments of the Television Company shall be provided by and at the expense of the Television Company and to the satisfaction of the Electric Company. The Television Company as far as practicable must use existing guying and anchoring locations which have been established by the Electric Company.

✓(c) No intermediate or line extension poles under or in close proximity to the Electric Company's facilities shall be set other than by the Electric Company. The Television Company may, however, request the Electric Company to set such intermediate or line extension poles, as the Television Company may desire, and the Electric Company may at its own and sole discretion agree to set such poles if it has the capability of doing so at that time and setting such poles does not pose safety, engineering or appearance problems. If such request is granted, the Television Company shall reimburse the Electric Company in advance for the full cost of setting and attaching to such pole or poles, plus any expense attendant to attaching other existing lines.

(d) When more than one Television Company is making simultaneous attachments to the same pole as defined in Section 2.5, the cost as described in this section of such changes shall be borne in equal shares per pole.

Section 2.5 Pole attachment applications may be delivered to the Electric Company at any time. Each application will be in the form of Exhibit A and must include a map of adequate scale showing the Electric Company poles (numbered in numerical order) to which the Television Company requests permission to attach. Any applications for CATV on the same poles or in the same area received within forty-five days after the first application for the poles or area,

shall be considered as simultaneous applications. Any TV Company making a simultaneous application shall share the make-ready cost with all the other simultaneous applicants, and if it has already paid a deposit per Section 2.4 (a) it shall be assessed for its additional share which shall be paid within 15 days. Any applications received more than forty-five (45) days after the first application shall not be entitled to proration of costs from any prior simultaneous applicant.

✓ Section 2.6 The Electric Company reserves to itself, its successors and assigns, the right to maintain its 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 or any amendments or revisions of said Code and such specifications particularly applying to the Electric Company hereinbefore referred to. The Electric Company shall not be liable to the Television Company for any interruption to service of the Television Company or for interference with the operation of the cables, wires and appliances of the Television Company arising in any manner whatsoever whether caused by negligence of the Electric Company, Licensees or third parties, or otherwise.

✓ Section 2.7 The Television Company shall exercise special precautions to avoid damage to facilities of the Electric Company and Licensees supported on said poles, and hereby assumes all responsibility for any and all loss resulting from damage, caused by the Television Company. The Television Company shall make an immediate report to the Electric Company of the occurrence of any such damage and hereby agrees to reimburse the Electric Company or Licensees, as the case may be for the expense incurred in making repairs.

ARTICLE III

EVIDENCE TO OPERATE FROM GOVERNMENT AND MUNICIPAL AUTHORITIES

✓ Section 3.1 The Television Company represents and warrants that it shall have and maintain any necessary consents and authorities from

federal, state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of the Electric Company which it desires to use.

ARTICLE IV

RIGHT-OF-WAY FOR TELEVISION COMPANY'S ATTACHMENTS

✓ Section 4.1 It shall be the sole responsibility of the Television Company to obtain for itself such rights of way or easements as may be appropriate for the placement and maintenance of CATV on the Electric Company's poles located on private property of third parties. While the Electric Company will cooperate with the Television Company in obtaining rights of way or easements, the Electric Company shall not be required to contact or negotiate with property owners or incur any expenses in connection therewith. No guarantee is given by the Electric Company of permission from property owners, municipalities or others for use of poles and right-of-way easement by the Television Company, and if objection is made thereto and the Television Company is unable to satisfactorily adjust the matter within a reasonable time, the Electric Company may forthwith require the Television Company to remove its CATV from the poles involved and its appliances from the right-of-way easement involved and the Television Company shall, within thirty (30) days after receipt of said notice, remove its CATV from said poles and said right-of-way easement at its sole expense. Should the Television Company fail to remove its CATV as herein provided, the Electric Company may remove them without liability for loss or damage and the Television Company shall reimburse the Electric Company for the expense incurred.

ARTICLE V

INSPECTION AND PAYMENT BOND

Section 5.1 The Electric Company, because of the importance of its service, reserves the right to inspect each new CATV of the Television Company on its poles and in the vicinity of its lines or appliances and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of the entire plant of the Television

Company; and the Television Company shall, on demand, reimburse the Electric Company for the expense of such inspections at the rate equal to the present or future hourly rate of a journeyman lineman plus associated overhead expenses. This expense shall be prorated where other TV Companies are on the same pole. The Electric Company reserves the right to approve the specifications of a minimum safety training program which shall be enforced by the Television Company. Such inspections and specifications, made or not, shall not operate to relieve the Television Company of any responsibility, obligation or liability assumed under this agreement. Inspection payments by the Television Company to the Electric Company shall be limited to the cost of not more than one inspection per pole and the entire plant each calendar year during the period covered by the agreement unless a default is discovered.

✓ Section 5.2 Bills for inspections, 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 of this agreement.

✓ Section 5.3 For the purpose of guarantying payment of any sums which may become due to the Electric Company for rentals, inspections, or for work performed for the benefit of the Television Company under this agreement, as well as the cost of removal of attachments on terminations of this agreement under any of its provisions, the Television Company shall furnish to the Electric Company and maintain in force at all times an appropriate payment bond issued by a corporate surety acceptable to the Electric Company and authorized to do business in the State of Florida in the amount provided in the attached Schedule of Required Bond Coverage, Exhibit C, for the number of attachments at the time located on the Electric Company's poles.

ARTICLE VI

ABANDONMENT AND REMOVAL OF ATTACHMENTS

✓ Section 6.1 The Television Company may at any time remove its CATV from any pole or poles of the Electric Company, but shall immediately give the Electric Company 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.

✓ Section 6.2 Upon notice from the Electric Company to the Television Company that the use of any pole or poles is forbidden for any reason under the terms of this contract, the permit covering use of such pole or poles shall immediately terminate and the CATV of the Television Company shall be removed at once from the affected pole or poles at the cost of the Television Company.

ARTICLE VII

RENTAL, DEPOSIT AND PROCEDURE FOR PAYMENTS

✓ Section 7.1 The Television Company shall pay to the Electric Company for attachments made to poles under this agreement, a rental at the rate of Five Dollars and Fifty Cents (\$5.50) per pole per year. Said rental shall be payable semi-annually in advance on the first day of January and the first day of July each year during which this agreement remains in effect and is deemed delinquent ten days thereafter. Semi-annual rental payments shall be based upon the number of poles on which CATV is attached on the first day of June and the first day of December, respectively. The rent for each new CATV attachment shall be such prorata amount as may be due for the use of the pole from the date of attachment to the next semi-annual payment date.

✓ Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or the amplifier wattage for billing purposes.

Section 7.3 The Television Company shall furnish to the Electric Company with Exhibit A, a deposit in the amount of Five Dollars and Fifty Cents (\$5.50) times the number of poles upon which CATV attachments are requested. This deposit shall be credited first to the rent due on the prorata billing for the new CATV attachments and any balance shall be credited to the next semi-annual rent period in which these attachments are included. If any of the CATV attachment requests in the Exhibit A's are denied or withdrawn the Electric Company shall refund to the Television Company an amount equal to the number of poles not approved times Five Dollars and Fifty Cents (\$5.50) at the time the Exhibit A is approved.

ARTICLE VIII

PERIODICAL REVISION OF ATTACHMENT RENTAL PAYMENT RATE

Section 8.1 The CATV rate per pole shall be subject to revision at the request of either party made in writing to the other at any time after four (4) years from the date of this agreement and at intervals of not less than three (3) years after any rate adjustment. If, within sixty (60) days after the receipt of such request by either party from the other, the parties hereto fail to agree upon a revision of such rate, the rate per pole to be paid during the next three (3) year period by the Television Company and any other TV Company attached to the same pole or poles shall be (i) the rate per pole in effect for the previous period, or (ii) an amount equal to one-half of the then average total cost per pole of installing and maintaining the poles on which the Television Company has CATV, whichever amount is higher. In case of a revision of the rate as herein provided, the new rate shall be applicable until again revised. If the Electric Company revises as to the Television Company, it shall also revise as to other TV Companies attached to similar poles in the area provided by Section 1.1

ARTICLE IX

RELEASE AND HOLD HARMLESS

Section 9.1 In executing this contract the Television Company hereby releases the Electric Company and all other TV Companies signing similar contracts from any and all claims, charges and demands of whatever kind or nature from beginning of the world to the date hereof, this contract being a settlement and compromise of various and divers disputes and differences between the Electric Company and all other TV Companies signing similar contracts and the Television Company.

ARTICLE X

DEFAULTS

✓ Section 10.1 If the Television Company shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the Electric Company to correct such default or non-compliance, the Electric Company may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occurred. In case of such termination, no prepaid rentals shall be refunded.

ARTICLE XI

LIABILITY AND INSURANCE REQUIREMENTS

✓ Section 11.1 The Television Company hereby assumes full responsibility and liability for all work and labor necessary to attach CATV to poles of the Electric Company and for the removal of the same in accordance with other provisions of this contract.

✓ Section 11.2 The Television Company hereby assumes full responsibility and liability for, and agrees to indemnify and save the Electric Company harmless from and against, all liabilities, claims for damages and suits for or by reason of any injury to any person or persons, or damage to any property of any kind whatsoever, whether

the property of the parties hereto or of third persons, from any and all cause or causes whatsoever, occasioned by or in any way connected with the installation, inspection, maintenance, existence or removal of any attachment of the Television Company or any act, omission or thing in any manner related to this agreement, irrespective of negligence, actual or claimed, upon the part of the Electric Company, its agents or employees. The obligation of the Television Company to indemnify the Electric Company shall include all charges, expenses, and costs, including attorneys' fees incurred by the Electric Company on account of or by reason of any such injuries, damages, liabilities, claims, suits or losses, and all damages growing out of the same.

✓ Section 11.3 The Television Company agrees to procure and constantly maintain in force at its expense, in companies satisfactory to the Electric Company, policies of insurance with minimum limits as follows:

- (1) Workmen's Compensation and Employers' Liability Insurance for all of the Television Company's employees. If any of the work is sublet to a contractor, the Television Company shall require the contractor to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under the Television Company's insurance.
- (2) General Liability Bodily Injury Insurance of \$200,000 for any one person and \$500,000 for any one accident.
- (3) General Liability Property Damage Insurance of \$50,000 for any one accident and \$100,000 in the aggregate.
- (4) If any of the work is sublet to a contractor, Owner's Protective Liability Insurance, covering claims for bodily injury or death and damages to property of others, to the full limits specified in (2) and (3) above, showing both the Electric Company and the Television Company as owners.

- (5) Automobile Liability Bodily Injury Insurance (covering owned, hired and all classes of non-owned vehicles) of \$200,000 for any one person and \$500,000 for any one accident.
- (6) Automobile Liability Property Damage Insurance (covering owned, hired and all classes of non-owned vehicles) of \$25,000 for any one accident.
- (7) Contractual Liability Insurance to the full limits of, and for the liabilities insured under, above policies, and expressly including the liabilities assumed by the Television Company under the indemnity clause set forth as Section 11.2 above.

✓ Section 11.4 Prior to the Television Company making any attachments to poles of the Electric Company, the Television Company shall furnish the Electric Company certificates of the Television Company's insurance carrier showing that the Television Company carries the requisite insurance and that the policies, issued in accordance with the requirements 2, 3, 4, and 7 of Section 11.3 have been endorsed to show the Electric Company as an additional assured. Said certificates shall also provide that such insurance shall not be terminated, changed or endorsed except upon thirty (30) days written notice thereof to the Electric Company.

ARTICLE XII

EXISTING RIGHTS OF OTHER PARTIES

✓ Section 12.1 Nothing herein contained shall be construed as affecting the rights or privileges previously or hereafter conferred by the Electric Company, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and the Electric Company shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing or future contracts and arrangements.

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

TAMPA ELECTRIC COMPANY

Signed, sealed and delivered
in the presence of:

Sylvia Masore

Barbara M. Bond

By Lucy S. Black

ATTEST

By L. H. Cullivatt

Signed, sealed and delivered
in the presence of:

Clara Feldman

Frankie Weber

By Frank H. Lyman

ATTEST

By Engel E. Johnson



Permit No. _____
TECO W.O. No. _____

TAMPA ELECTRIC COMPANY
CATV POLE ATTACHMENT PERMIT

CATV USE ONLY

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 Number	Pole Locations (Describe Fully)
-------------	---------------------------------

By _____
Title _____
CATV COMPANY

TECO USE ONLY

1. Permit Approved _____, 19____ subject to your
approval of the following changes and rearrangements: _____
_____ at an estimated cost to you of \$ _____
payable in advance.

2. Permit denied _____, 19____
By _____
Title _____
TAMPA ELECTRIC COMPANY

CATV USE ONLY

Permit No. _____	Cable Attachments Requested Above Completed _____, 19____
Total Previous Poles _____	
Poles This Permit _____	
New Total _____	

By _____
Title _____
CATV COMPANY

EXHIBIT B

ATTACHMENT RENTAL CONTRACT

FOR TELEVISION COMMUNITY CABLE SYSTEM

THE T-M COMMUNICATIONS CO. - TAMPA ELECTRIC COMPANY

Notification of Removal by Television Company

19

In accordance with the terms of agreement dated _____
19_____, kindly cancel from your records the following poles
covered by Permit No. _____ from which attachments were
removed on _____, 19_____.

Location: City _____ County _____ Florida

Pole Number	Permit No.	Pole Location
----------------	------------	---------------

The T-M Communications Company

By _____

Title _____

Notice acknowledged
_____ 19_____

By _____

Title _____

Tampa Electric Company

Notice No. _____

Total Poles Discontinued This Notice _____

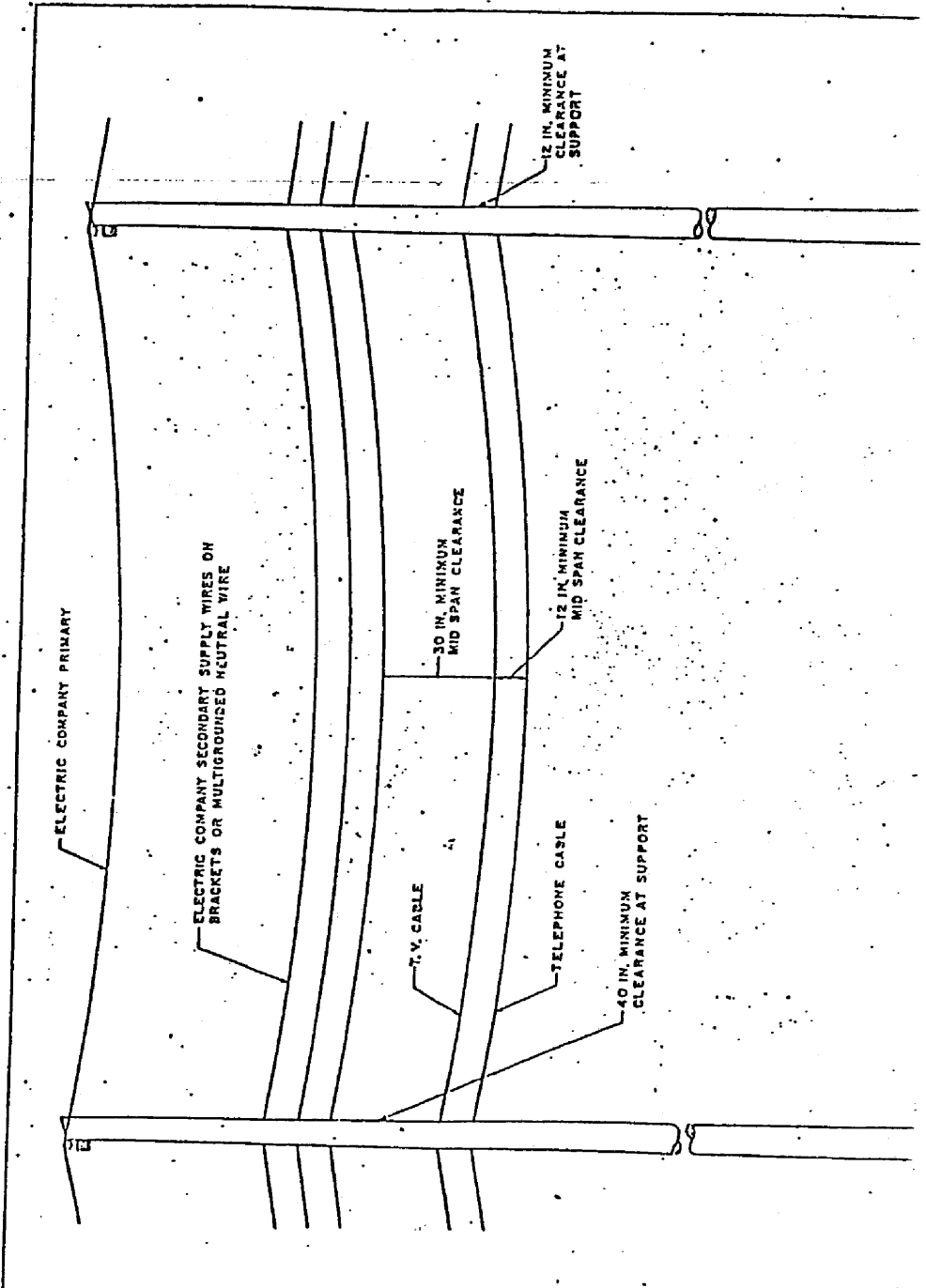
Poles Previously Vacated _____

Total Poles Vacated to Date _____

EXHIBIT C

SCHEDULE OF REQUIRED BOND COVERAGE

<u>Number of Attachments</u>	<u>Amount of Coverage</u>
0-500	\$10,000
501-1000	\$20,000
1001-1500	\$30,000
1501-2000	\$40,000
2001-2500	\$50,000
Over 2500	\$70,000



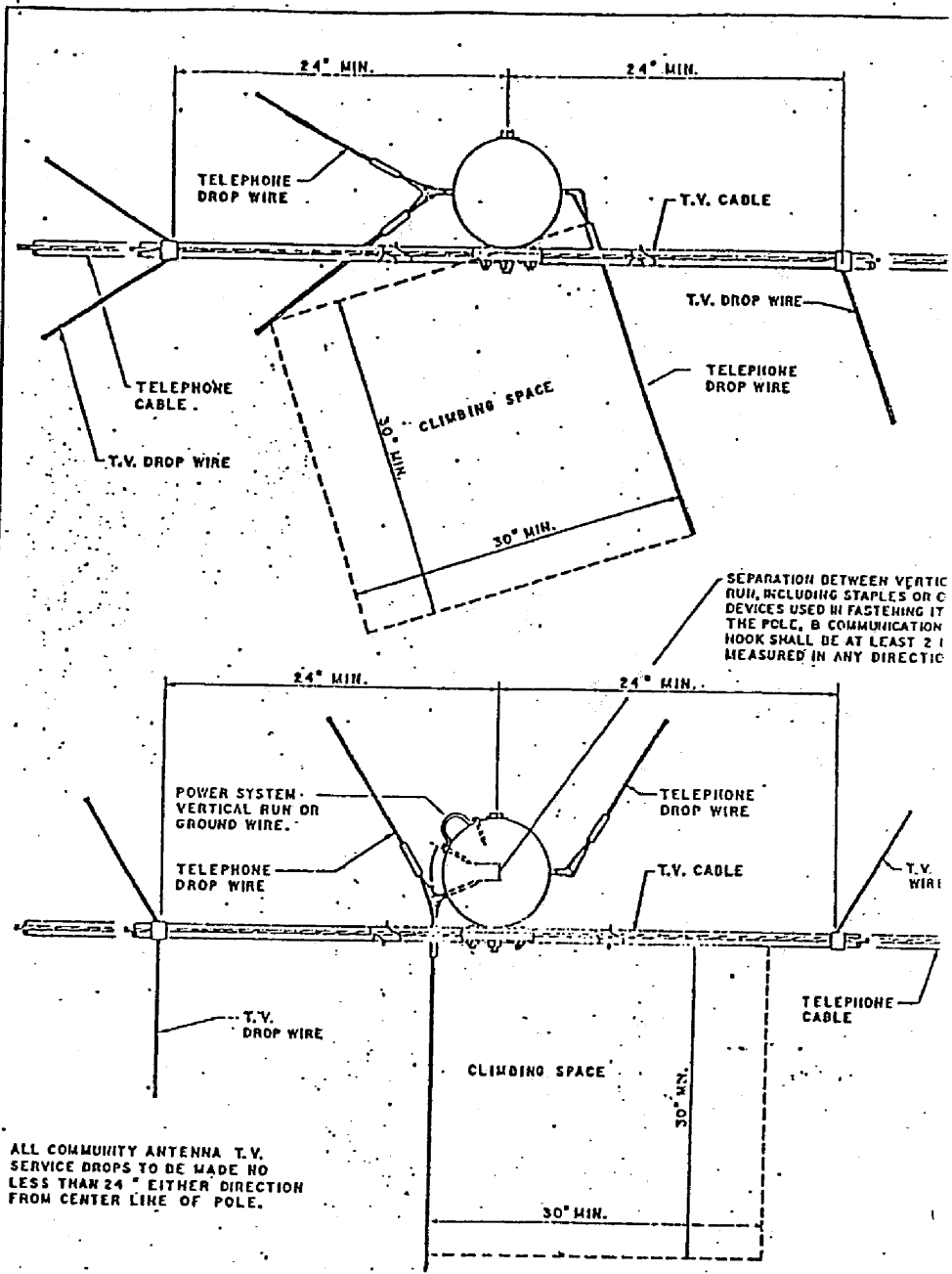
CLEARANCE FOR T.V. CABLES & TELEPHONE
PARALLELING OTHER WIRES

APPR. DATE 3-2-52

TAMPA ELECTRIC CO. ENGINEERING DEPT.

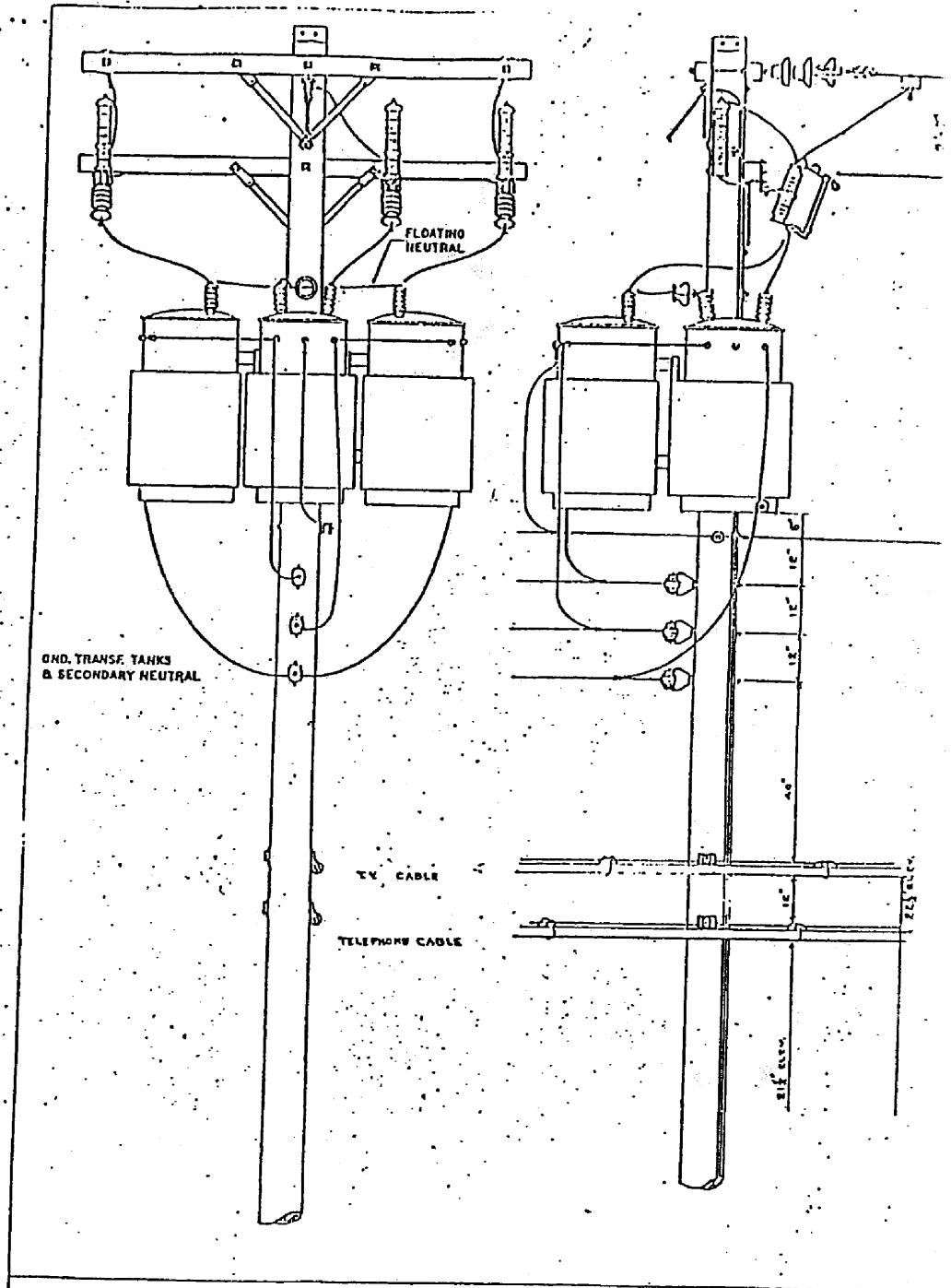
OVERHEAD DISTRIBUTION STANDARDS

EXHIBIT F



ALL COMMUNITY ANTENNA T.V. SERVICE DROPS TO BE MADE NO LESS THAN 24" EITHER DIRECTION FROM CENTER LINE OF POLE.

<h3>CLIMBING SPACE</h3> <h4>THROUGH TELEPHONE AND T.V. DROP WIRES</h4>		APPR DATE <u>8-4-55</u>
TAMPA ELECTRIC CO.	ENGINEERING DEPT.	OVERHEAD DISTRIBUTION STANDARDS
		EXHIBIT 6



ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM TO DISTRIBUTION POWER POLES

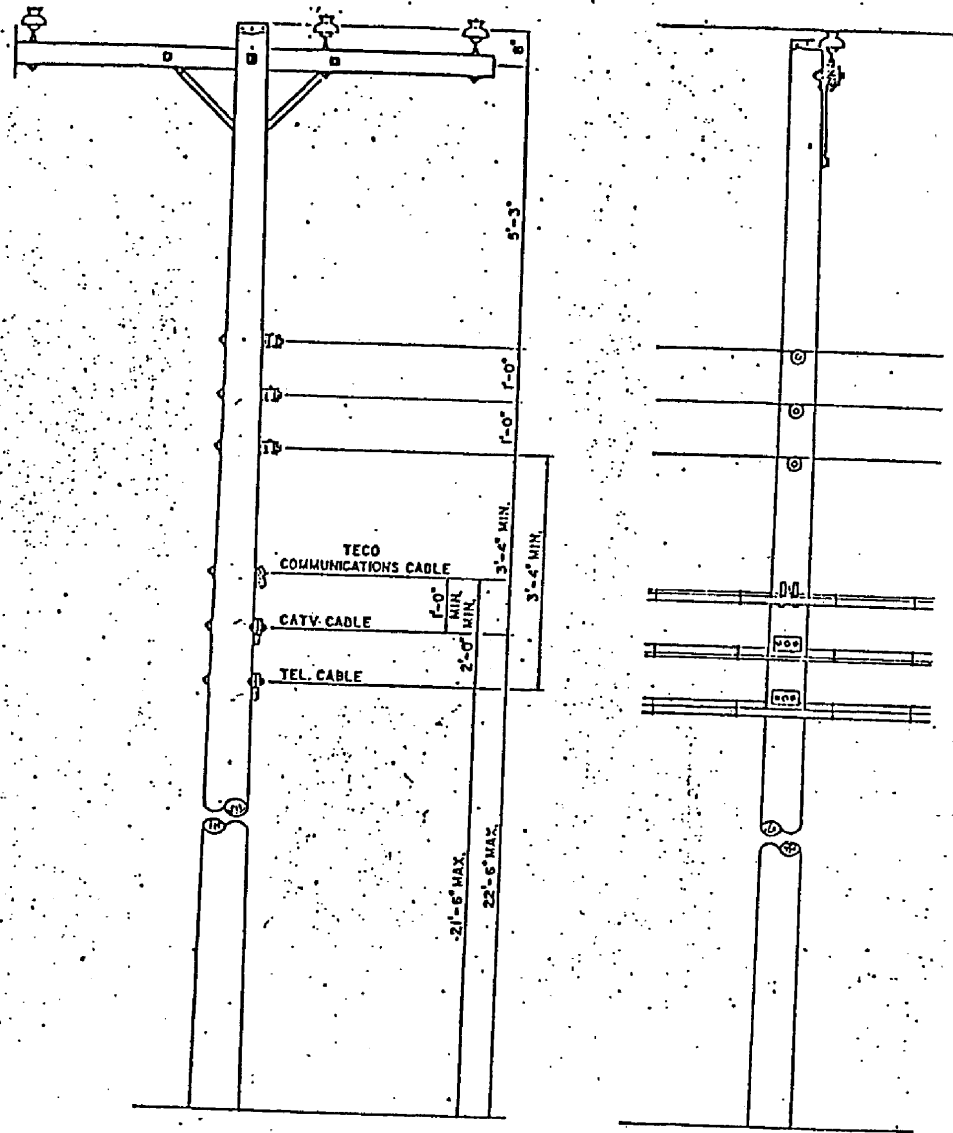
TAMPA ELECTRIC CO. ENGINEERING DEPT. OVERHEAD DISTRIBUTION STANDARDS

DIFF 0-4-65

EXHIBIT H

NOTES

- 1- CABLE CLEARANCE MEASUREMENTS SHALL BE TAKEN FROM LOWEST SECONDARY AND FROM GROUND. LOWEST ELEVATION SHALL BE USED
- 2- THE CATV CABLE ELEVATION MAY BE LOWER WHEN APPROVED BY THE TELEPHONE CO
- 3- ELEVATIONS MAY BE LOWERED IF CODE CLEARANCE PERMITS AND UPON THE MUTUAL AGREEMENT OF ALL CABLE OWNERS
- 4- TECO COMMUNICATIONS CABLE, CATV CABLE, AND TEL. CABLE SHALL BE MOUNTED ON THE SAME SIDE OF POLE AS TECO SECONDARY.
- 5- TECO COMMUNICATIONS CABLE SHALL BE MOUNTED AT AN ELEVATION OF 23'-6" ON AS SPECIFIED BY ENGINEERING DEPT.



STDS SUPV. *[Signature]*
 APPR. DATE: 3-17-66
 SUPERSEDES:
 DATE:

**CLEARANCES FOR JOINT CONSTRUCTION ALONG
 TECO COMMUNICATIONS CABLE ROUTE**

EXHIBIT I

TAMPA ELECTRIC CO. ENGINEERING DEPT. OVERHEAD DISTRIBUTION STANDARDS

10001

ATTACHMENT AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
POLK CABLEVISION INC.

Section 0.1 THIS AGREEMENT, made and entered into this *8th* day of *January*, 1974 by and between Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company", and Polk Cablevision Inc., a Florida Corporation, herein referred to as the "Television Company".

W I T N E S S E T H

Section 0.2 WHEREAS, the Television Company proposes to furnish television distribution service to residents of Polk County, Florida and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served and desires to attach such cables, wires and appliances to poles of the Electric Company.

Section 0.3 WHEREAS, the Electric Company is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appliances (excluding climbing aids), to its existing poles where, in its judgement, such use will not interfere with its own service requirements, including consideration of economy and safety.

Section 0.4 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto for themselves and for their successors and assigns do hereby mutually covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 This agreement shall be in effect in Polk County, Florida, Township 29 South, Range 23 East: Sections 25, 26, 27, 28, 33, 34 and 35; and Township 29 South, Range 24 East: Section 30 where the Electric Company provides distribution service. .

Section 1.2 The Electric Company reserves the right to deny the attachments of cables, wires and appliances by the Television Company to the Electric Company's poles which have been installed for purposes

other than or in addition to normal distribution of electric service including, among others, poles which in the judgement of the Electric Company (i) are required for the sole use of the Electric Company; (ii) would not readily lend themselves to attachments by the Television Company because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party.

Section 1.3 Pursuant to the right provided for in the foregoing section, the Electric Company hereby excludes its poles used to support its transmission lines (lines with voltage in excess of 15 KV) without special written permission from the Electric Company.

Section 1.4 The Electric Company hereby excludes concrete poles, metal poles (including aluminum), and painted wooden poles which have been installed primarily for improving the appearance of the overhead line. The Electric Company reserves the right upon thirty days' written notice to require the removal of the Television Company's facilities from pole lines which are being rebuilt in areas where improved appearance of the overhead line is of prime consideration.

ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

Section 2.1 Before making attachment to any pole or poles of the Electric Company, the Television Company shall make application and receive a permit therefor in the form of Exhibit A, hereto attached and made a part hereof.

Section 2.2 The Television Company shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to the Electric Company and so as not to conflict with the use of said poles by the Electric Company, or by other utility companies using said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon. The Television Company shall at any time, at its own expense, upon

notice from the Electric Company, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by the Electric Company; provided, however, that in cases of emergency, the Electric Company may arrange to relocate, replace or renew the facilities placed on said poles by the Television Company, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon or for the service needs of the Electric Company, and the Television Company shall, on demand, reimburse the Electric Company for the expense thereby incurred. Nothing in this paragraph is to relieve the Television Company of maintaining adequate work forces readily at hand to promptly repair, service and maintain the Television Company's facilities where such condition is hindering the Electric Company's operations. All Television Company cable attachments will be made at an elevation of 22' 6". The Television Company is hereby advised that the telephone company has prior rights at an elevation of 21' 6". Any attachments made at an elevation less than 22' 6" requires release of the space from the telephone company.

Section 2.3 The Television Company's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, or any amendments or revisions of said Code. Drawings marked Exhibits D through I, inclusive, are attached hereto to illustrate required construction under certain typical conditions, where span lengths are not more than three-hundred fifty feet (350') and voltage between any conductor and ground does not exceed eight thousand seven hundred (8,700) volts. These drawings are intended to be illustrative only, and the specifications of the Electric Company and of the National Electrical Safety Code, as both are from time to time

amended or revised, shall prevail in all instances. All power supplies and amplifiers shall be strand-mounted and should be housed in metal boxes that are inconspicuous, functional, and as maintenance free as possible.

Section 2.4 In the event that any pole or poles of the Electric Company to which the Television Company desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Electric Company will indicate on said form of Exhibit A the changes necessary to provide adequate poles and the estimated cost thereof to the Television Company and return it to the Television Company and if the Television Company still desires to make the attachments and returns the form of Exhibit A marked to so indicate together with an advance payment to reimburse the Electric Company for the entire estimated cost and expense thereof, including the materials cost of larger poles (less the new materials cost of poles removed), cost of installation and removal, expense of engineering and administration, the expense of transferring the Electric Company's facilities from the old to the new poles, and the then current stores handling charge on materials, the Electric Company will replace such inadequate poles with suitable poles. Where the Television Company's desired attachment can be accommodated on present poles of the Electric Company by rearranging the Electric Company's facilities thereon, the Television Company will compensate the Electric Company in advance for the full estimated expense incurred in completing such rearrangements. The Television Company will also in advance reimburse the Owner or Owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of poles (guying) required to accommodate the attachments of the Television Company shall be provided by and at the expense of the Television Company and to the satisfaction of the Electric Company. The Television Company as far as practicable must use existing

guying and anchoring locations which have been established by the Electric Company. The Television Company shall not set intermediate poles under or in close proximity to the Electric Company's facilities. The Television Company may, however, request the Electric Company to set such intermediate poles, and line extension poles, as the Television Company may desire, and the Electric Company shall have the option to accept or reject such request. If such request is granted, the Television Company shall reimburse the Electric Company in advance for the full cost of setting and attaching to such pole or poles. If the Television Company chooses to install CATV cable on a pole line on which the Electric Company has an existing communication cable, the cost of make-ready for the Television Company by the Electric Company will include:

- (1) The cost of relocation of the Electric Company's communication cable from its present existing elevation to the standard elevation of 23' 6".
- (2) The cost of all other required pole changeouts and wire transfers as outlined above in this attachment agreement.

Section 2.5 The Electric Company reserves to itself, its successors and assigns, the right to maintain its 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 or any amendments or revisions of said Code and such specifications particularly applying to the Electric Company hereinbefore referred to. The Electric Company shall not be liable to the Television Company for any interruption to service of the Television Company or for interference with the operation of the cables, wires and appliances of the Television Company arising in any manner whatsoever.

Section 2.6 The Television Company shall exercise special precautions to avoid damage to facilities of the Electric Company and of others supported on said poles; and hereby assumes all responsibility for any and all loss for such damage caused by the Television Company. The Television Company shall make an immediate report to the Electric Com-

pany of the occurrence of any such damage and hereby agrees to reimburse the Electric Company for the expense incurred in making repairs. Damage to plant or facilities of the Television Company or damage to equipment of subscriber to the Television Company's service, arising from accidental contact with the Electric Company's energized conductors, shall be assumed by the Television Company.

ARTICLE III

EVIDENCE TO OPERATE FROM GOVERNMENT AND MUNICIPAL AUTHORITIES

Section 3.1 The Television Company shall submit to the Electric Company evidence, satisfactory to the Electric Company, of its authority to erect and maintain its facilities within public streets, highways, and other thoroughfares and shall secure any necessary consent from state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of the Electric Company which it desires to use.

ARTICLE IV

RIGHT-OF-WAY FOR TELEVISION COMPANY'S ATTACHMENTS

Section 4.1 It shall be the sole responsibility of the Television Company to obtain for itself such rights of way or easements as may be appropriate for the placement and maintenance of its attachments to the Electric Company's poles located on private property of third parties. While the Electric Company will cooperate with the Television Company in obtaining rights-of-way or easements, the Electric Company shall not be required to contact or negotiate with property owners or incur any expenses in connection therewith. No guarantee is given by the Electric Company of permission from property owners, municipalities or others for use of poles and rights-of-way easement by the Television Company, and if objection is made thereto and the Television Company is unable to satisfactorily adjust the matter within a reasonable time, the Electric Company may at any time upon thirty (30) days' notice in writing to the Television Company, require the Television Company to remove

its attachments from the poles involved and its appliances from the rights-of-way easement involved and the Television Company shall, within thirty (30) days after receipt of said notice, remove its attachments from said poles and its appliances from said right-of-way easement at its sole expense. Should the Television Company fail to remove its attachments and appliances, as herein provided, the Electric Company may remove them without liability for loss or damage and the Television Company shall reimburse the Electric Company for the expense incurred.

ARTICLE V

INSPECTION AND PAYMENT BOND

Section 5.1 The Electric Company, because of the importance of its service, reserves the right to inspect each new installation of the Television Company on its poles and in the vicinity of its lines or appliances and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of the entire plant of the Television Company; and the Television Company shall, on demand, reimburse the Electric Company for the expense of such inspections at the rate equal to the present or future hourly rate of a journeyman lineman plus associated overhead expenses and vehicle expenses. The Electric Company reserves the right to approve the specifications of a minimum safety training program which shall be enforced by the Television Company. Such inspections and specifications, made or not, shall not operate to relieve the Television Company of any responsibility, obligation or liability assumed under this agreement. Inspection payments by the Television Company to the Electric Company, shall be limited to not more than one inspection payment per pole each calendar year during the period covered by the agreement.

Section 5.2 Bills for inspections, 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 of this agreement.

Section 5.3 For the purpose of guarantying payment of any sums which may become due to the Electric Company for rentals, inspections, or for work performed for the benefit of the Television Company under this agreement, as well as the cost of removal of attachments on terminations of this agreement under any of its provisions, the Television Company shall furnish to the Electric Company and maintain in force at all times an appropriate payment bond issued by a corporate surety acceptable to the Electric Company and authorized to do business in the State of Florida in the amount provided in the attached Schedule of Required Bond Coverage, Exhibit C, for the number of attachments at the time located on the Electric Company's poles.

ARTICLE VI

ABANDONMENT AND REMOVAL OF ATTACHMENTS

Section 6.1 The Television Company may at any time remove its attachments from any pole or poles of the Electric Company, but shall immediately give the Electric Company 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.

Section 6.2 Upon notice from the Electric Company to the Television Company that the use of any pole or poles is forbidden by municipal authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires and appliances of the Television Company shall be removed at once from the affected pole or poles.

ARTICLE VII

RENTAL AND PROCEDURE FOR PAYMENTS

Section 7.1 The Television Company shall pay to the Electric Company, for attachments made to poles under this agreement, a rental at the rate of five dollars and fifty cents (\$5.50) per pole per year. Said rental shall be payable semi-annually in advance on the first

day of January and the first day of July of each year during which this agreement remains in effect and is deemed delinquent ten days thereafter. Semi-annual rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of June and the first day of December, respectively. The first payment of rental for each new pole attachment shall be made in advance, based upon such prorata amount as may be due for use of the pole from date of attachment to the next semi-annual payment date.

Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or amplifier wattage for billing purposes.

ARTICLE VIII

PERIODICAL REVISION OF ATTACHMENT PAYMENT RATE

Section 8.1 At the expiration of one (1) year from the date of this agreement and at the end of every three (3) year period thereafter, the rate per attachment per pole shall be subject to revision at the request of either party made in writing to the other not later than sixty (60) days before the end of any such three (3) year period. If, within sixty (60) days after the receipt of such request by either party from the other, the parties hereto fail to agree upon a revision of such rate, the rate per pole to be paid during the next three (3) year period shall be (i) the rate per pole in effect for the previous three (3) year period, or (ii) an amount equal to one-half of the then average annual total cost per pole of installing and maintaining the standard poles on which the Television Company has attachments, whichever amount is higher. In case of a revision of the adjustment rate as herein provided, the new rate shall be applicable until again revised.

ARTICLE IX

DEFAULTS

Section 9.1 If the Television Company shall fail to comply with any

of the provisions of this agreement including the specifications herein-
before referred to, or default in any of its obligations under this agree-
ment and shall fail within thirty (30) days after written notice from the
Electric Company to correct such default of noncompliance, the Electric
Company may, at its option, forthwith terminate this agreement or the
permit covering the poles as to which such default or noncompliance shall
have occurred. In case of such termination, no prepaid rentals shall be
refunded.

ARTICLE X

LIABILITY AND INSURANCE REQUIREMENTS

Section 10.1 The Television Company hereby assumes full responsibility
and liability for all work and labor necessary to attach cables, wires
and appliances to poles of the Electric Company and for the removal of
the same in accordance with other provisions of this contract.

Section 10.2 For \$10.00 and other specific valuable consideration, the
Television Company hereby assumes full responsibility for, and agrees to
indemnify and save the Electric Company harmless from and against, all
liabilities, claims for damages and suits for or by reason of any injury
to any person or persons, or damage to any property of any kind whatso-
ever, whether the property of the parties hereto or of third persons,
from any and all cause or causes whatsoever, occasioned by or in any way
connected with the installation, inspection, maintenance, existence or
removal of any attachment of the Television Company or any act, omission
or thing in any manner related to this agreement, irrespective of negli-
gence, actual or claimed, upon the part of the Electric Company, its agents
or employees; the obligation of the Television Company to indemnify the
Electric Company shall include all charges, expenses and costs, including
attorneys' fees, incurred by the Electric Company on account of or by
reason of any such injuries, damages, liabilities, claims, suits or
losses, and all damages growing out of the same, but shall be limited to
the amount of any policies of insurance then in effect as indemnification
relates to negligence claimed on the part of the Electric Company.

Section 10.2 The Television Company agrees to procure and constantly maintain in force at its expense, in companies satisfactory to the Electric Company, policies of insurance with minimum limits as follows:

- (1) Workmen's Compensation and Employers' Liability Insurance for all of the Television Company's employees. If any of the work is sublet to a contractor, the Television Company shall require the contractor to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under the Television Company's insurance.
- (2) General Liability Bodily Injury Insurance of \$200,000 for any one person and \$500,000 for any one accident.
- (3) General Liability Property Damage Insurance of \$50,000 for any one accident and \$100,000 in the aggregate.
- (4) If any of the work is sublet to a contractor, Owner's Protective Liability Insurance, covering claims for bodily injury or death and damages to property of others, to the full limits specified in (2) and (3) above, showing both the Electric Company and the Television Company as Owners.
- (5) Automobile Liability Bodily Injury Insurance (covering owned, hired and all classes of non-owned vehicles) of \$200,000 for any one person and \$500,000 for any one accident.
- (6) Automobile Liability Property Damage Insurance (covering owned, hired and all classes of non-owned vehicles) of \$25,000 for any one accident.
- (7) Contractual Liability Insurance to the full limits of, and for the liabilities insured under, above policies, and expressly including the liabilities assumed by the Television Company under the indemnity clause set forth as Section 10.2 above.

Section 10.4 Prior to the Television Company making any attachments to poles of the Electric Company, the Television Company shall furnish the Electric Company certificates of the Television Company's insurance carrier showing that the Television Company carries the requisite insur-

ance and that the policies, issued in accordance with the requirements 2, 3, 4, and 7 of Section 10.3 have been endorsed to show the Electric Company as an additional assured. Said certificates shall also provide that such insurance shall not be terminated, changed or endorsed except upon thirty (30) days written notice thereof to the Electric Company.

ARTICLE XI

EXISTING RIGHTS OF OTHER PARTIES

Section 11.1 Nothing herein contained shall be construed as affecting the rights or privileges previously or hereafter conferred by the Electric Company, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and the Electric Company shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing or future contracts and arrangements.

ARTICLE XII

TERM OF AGREEMENT

Section 12.1 This agreement shall become effective upon its execution and if not terminated in accordance with the provisions of Section 9.1 shall continue in effect for a term of not less than one (1) year. Either party may terminate the agreement at the end of said year or at any time thereafter by giving to the other party at least six (6) months written notice. Upon termination of the agreement in accordance with any of its terms, the Television Company shall immediately remove its cables, wires and appliances from all poles of the Electric Company. If not so removed, the Electric Company shall have the right to remove them at the cost and expense of the Television Company and without any liability therefor. The Electric Company shall deliver to the Television Company any equipment so removed upon termination of this agreement, upon the payment of the cost of removal, cost of storage and delivery and all other amounts then due the Electric Company.

ARTICLE XIII

ASSIGNMENTS OF RIGHTS

Section 13.1 The Television Company shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Electric Company.

Section 13.2 No use, however extended, of the Electric Company's poles, under this agreement, shall create or vest in the Television Company any ownership or property rights in said poles, but the Television Company's rights therein shall remain those of a mere licensee. Nothing herein contained shall be construed to compel the Electric Company to maintain any of said poles for a period longer than demanded by its own service requirements. The Electric Company reserves the right to deny the licensing of poles to the Television Company.

ARTICLE XIV

WAIVER OF TERMS OR CONDITIONS

Section 14.1 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.

In witness whereof, the parties hereto have caused these presents to be executed, and their corporate seals to be affixed thereto, by their respective officers thereunto duly authorized, on the day, month and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Henry S. Chesilgrove

Janis B. Burns

P. T. Don Lee

Chas. J. Spahr

TAMPA ELECTRIC COMPANY

BY D. I. O'Connell
President

Attest:

BY J. B. Searcy
Secretary

POLK CABLEVISION INC.

BY A. J. McManus
President

Attest:

BY J. B. Searcy
Secretary

EXHIBIT A

ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
POLK CABLEVISION INC. - TAMPA ELECTRIC COMPANY

Application and Permit

_____, _____, 19__

In accordance with the terms of agreement dated _____,
19__, application is hereby made for license to make attachments to the
following poles:

Location: City _____ County _____ Florida

Pole Number	Pole Locations (Describe Fully)

POLK CABLEVISION INC.

By _____

Title _____

License granted _____, 19__, subject to your approval of the
following changes and rearrangements: _____

at an estimated cost to you of \$ _____ payable in advance.

License denied under Section 13.2, _____, 19__

Permit No.	_____
Total Previous Poles	_____
Poles This Permit	_____
New Total	_____

By _____

Title _____

TAMPA ELECTRIC COMPANY

The above changes and rearrangements approved
and advance payment therefore enclosed

By _____

Title _____

POLK CABLEVISION INC.

EXHIBIT B

ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
POLK CABLEVISION INC- TAMPA ELECTRIC COMPANY

Notification of Removal by Television Company

_____, 19____

In accordance with the terms of agreement dated _____
19__, kindly cancel from your records the following poles covered by
Permit No. _____ from which attachments were removed on _____
19__.

Location: City _____ County _____ Florida

Pole	Permit No.	Pole Location
Number		

POLK CABLEVISION INC.

By _____

Title _____

Notice Acknowledged

By _____

_____, 19____

Title _____

TAMPA ELECTRIC COMPANY

Notice No. _____

Total Poles Discontinued This Notice _____

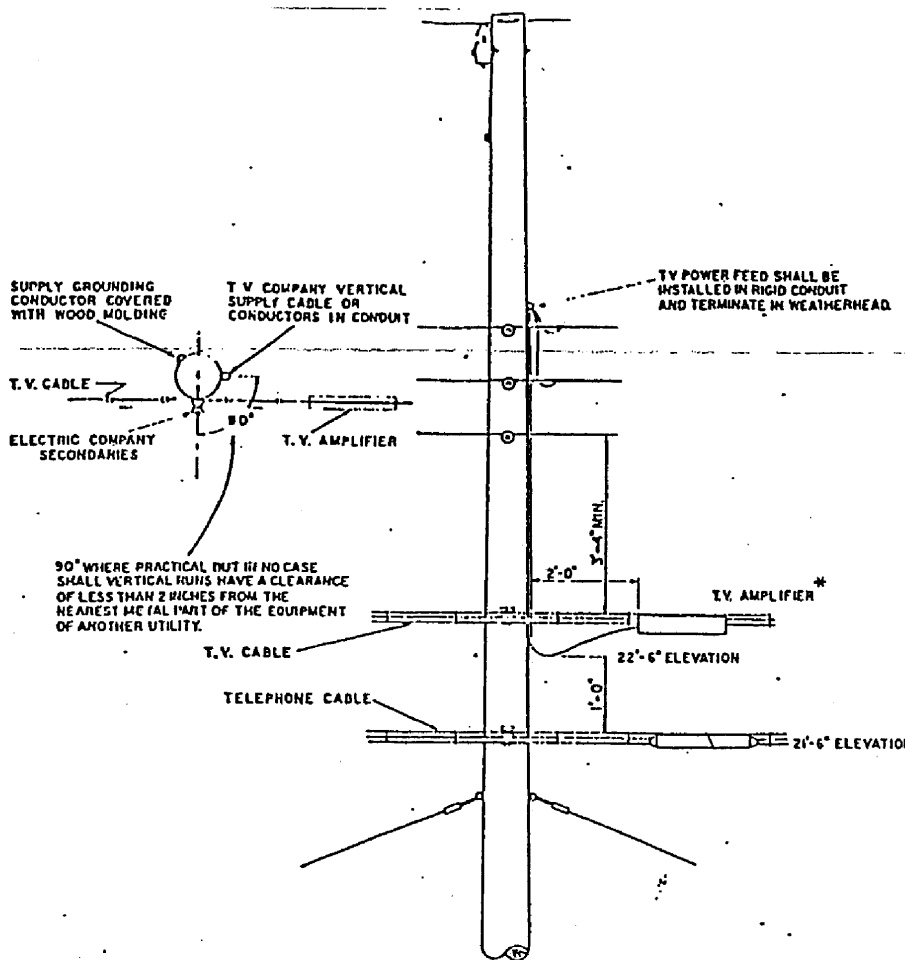
Poles Previously Vacated _____

Total Poles Vacated To Date _____

EXHIBIT C

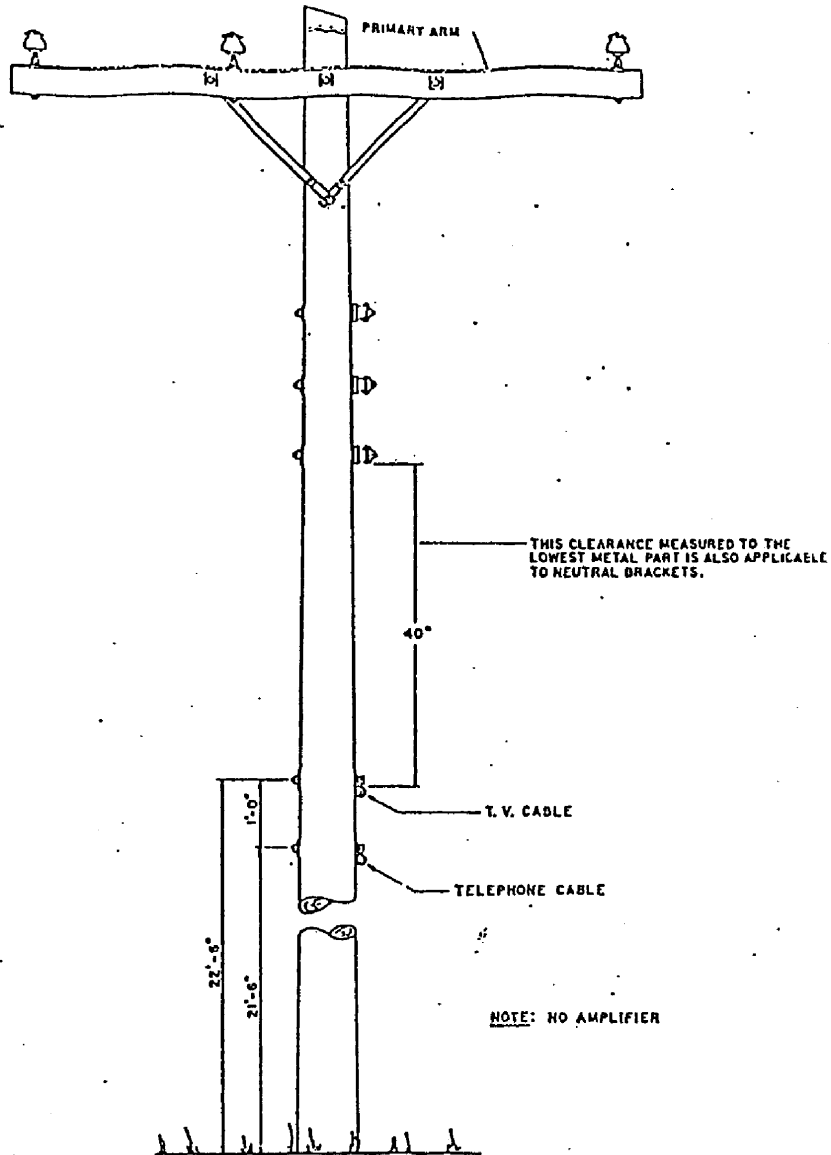
SCHEDULE OF REQUIRED BOND COVERAGE

<u>Number of Attachments</u>	<u>Amount of Coverage</u>
0-250	\$ 5,000
0-500	10,000
501-1000	20,000
1001-1500	30,000
1501-2000	40,000
2001-2500	50,000
Over 2500	70,000



* GROUNDING AND OVERCURRENT PROTECTION AS PER NATIONAL ELECTRICAL CODE.

<p>MINIMUM VERTICAL & HORIZONTAL CLEARANCES FOR JOINT USE CONST.</p>		APPR DATE 8-4-63
		EXHIBIT D
TAMPA ELECTRIC CO. ENGINEERING DEPT.	OVERHEAD INSTALLATION STANDARDS	



POINT OF ATTACHMENT OF TV & TELEPHONE CABLE TO BE DETERMINED BY MEASUREMENT OF ELEVATION ABOVE GROUND. TV COMPANY ELEVATION SHALL NOT EXCEED 22'-6" UNLESS SPECIAL PERMISSION IS GRANTED BY TECO ENGINEERING DEPARTMENT.

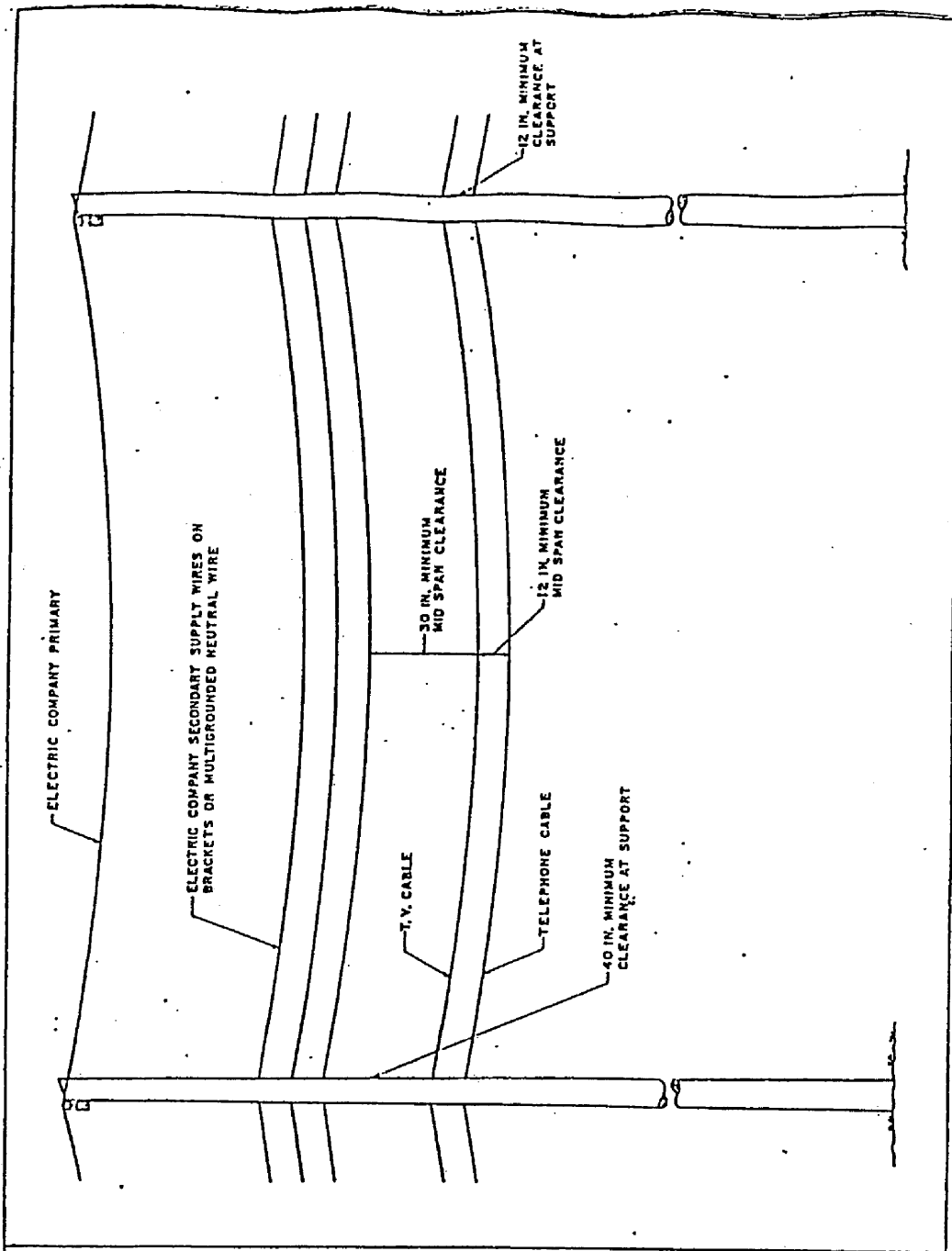
MINIMUM VERTICAL CLEARANCES FOR JOINT USE CONST.

APPR DATE 8-4-65

EXHIBIT E

TAMPA ELECTRIC CO. ENGINEERING DEPT.

OVERHEAD DISTRIBUTION STANDARDS



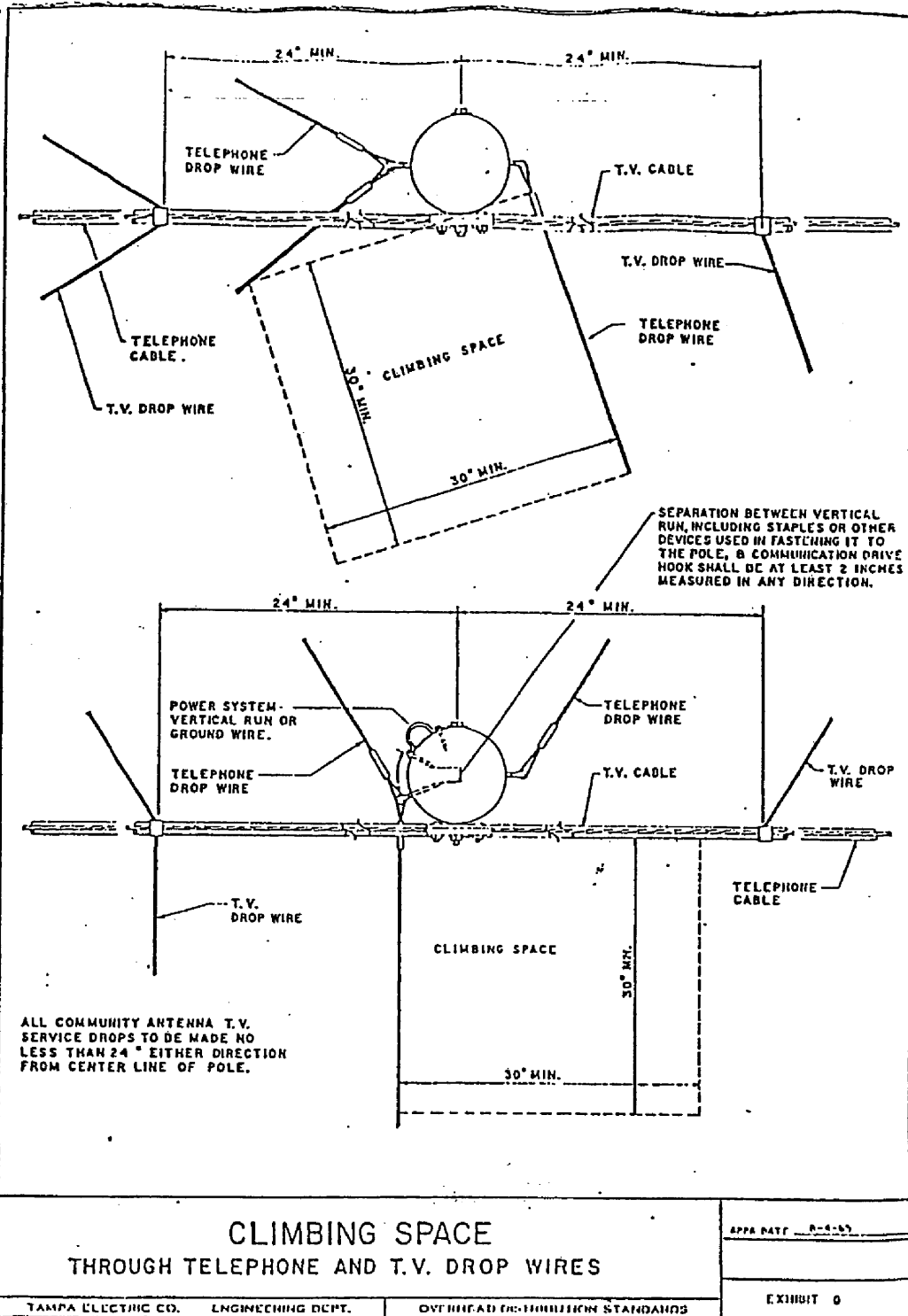
CLEARANCE FOR T.V. CABLES & TELEPHONE
PARALLELING OTHER WIRES

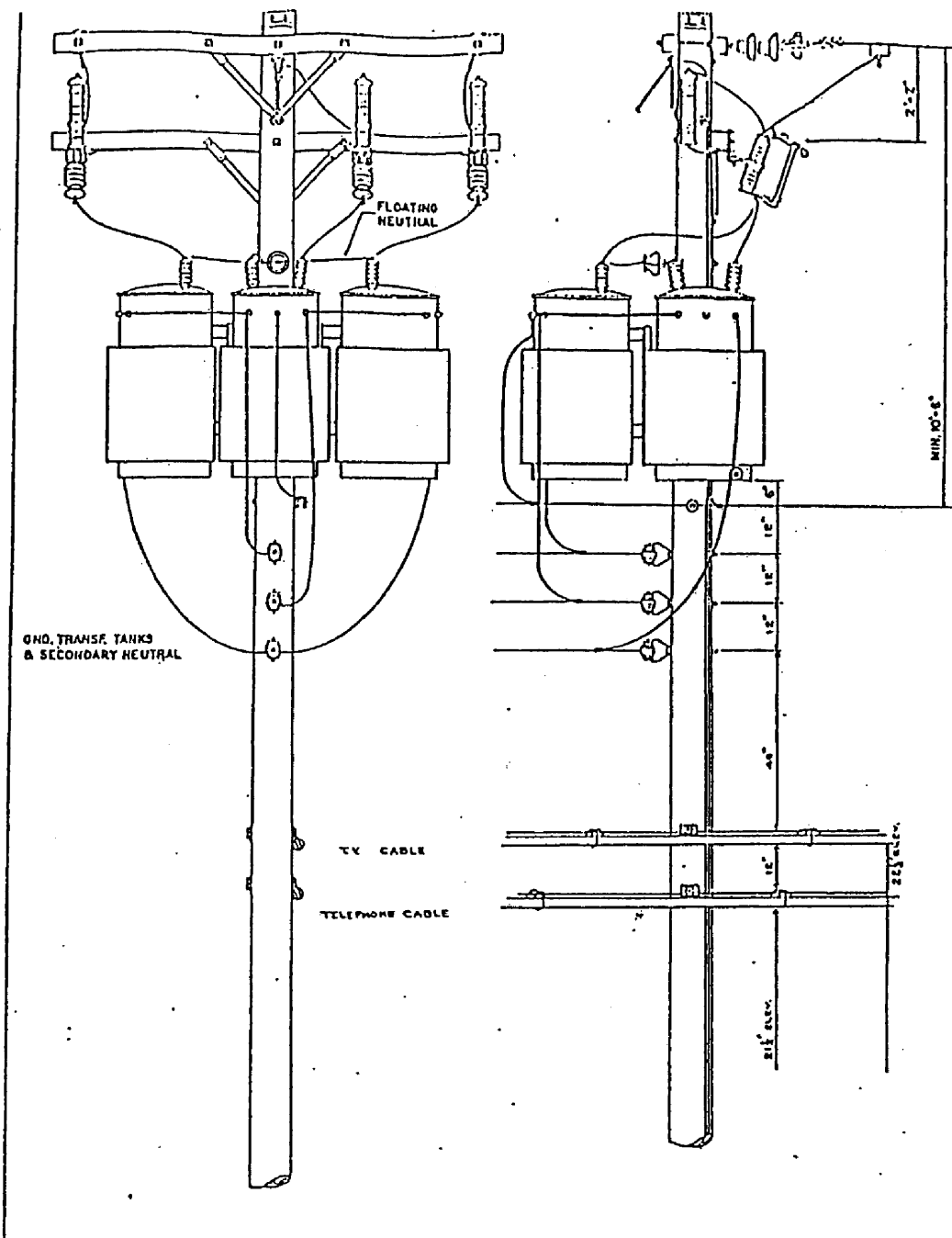
APPR DATE 8-4-65

TAMPA ELECTRIC CO. ENGINEERING DEPT.

OVERHEAD DISTRIBUTION STANDARDS

EXHIBIT F





ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM
TO DISTRIBUTION POWER POLES

DATE 8-4-65

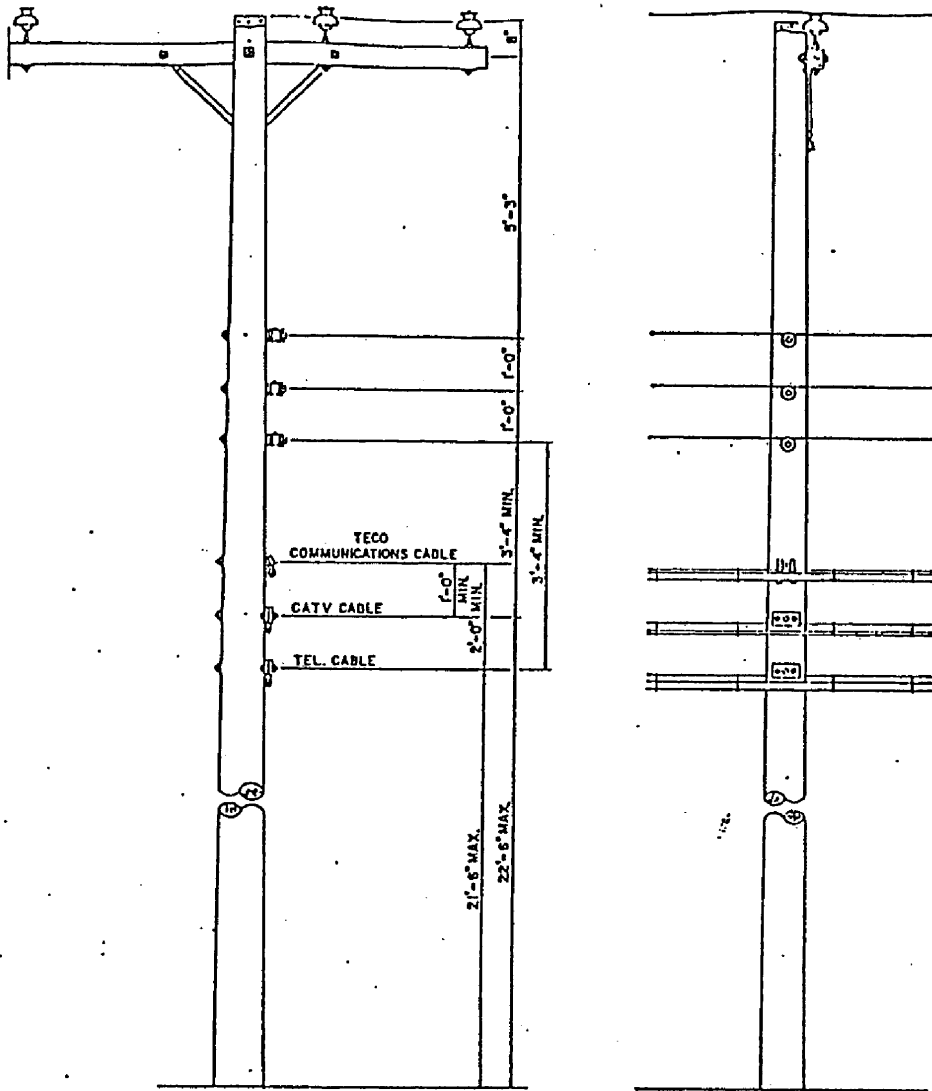
TAMPA ELECTRIC CO. ENGINEERING DEPT.

OVERHEAD DISTRIBUTION STANDARDS

EXHIBIT H

NOTES:

- 1- CABLE CLEARANCE MEASUREMENTS SHALL BE TAKEN FROM LOWEST SECONDARY AND FROM GROUND. LOWEST ELEVATION SHALL BE USED.
- 2- THE CATV CABLE ELEVATION MAY BE LOWER WHEN APPROVED BY THE TELEPHONE CO.
- 3- ELEVATIONS MAY BE LOWER THAN CODE CLEARANCE PLUMETS AND UPON THE MUTUAL AGREEMENT OF ALL CABLE OWNERS.
- 4- TECO COMMUNICATIONS CABLE, CATV CABLE, AND TEL. CABLE SHALL BE MOUNTED ON THE SAME SIDE OF POLE AS TECO SECONDARY.
- 5- TECO COMMUNICATIONS CABLE SHALL BE MOUNTED AT AN ELEVATION OF 23'-6" OR AS SPECIFIED BY ENGINEERING DEPT.



DESIGN APPROVED	<i>[Signature]</i>
APPROVAL DATE	3-17-66
SUPERSEDES	
DATE	

**CLEARANCES FOR JOINT CONSTRUCTION ALONG
TECO COMMUNICATIONS CABLE ROUTE**

EXHIBIT I

TAMPA ELECTRIC CO. ENGINEERING DEPT. OVERHEAD DISTRIBUTION STANDARDS

MGR DIST ENG *[Signature]* 4/25/66

ATTACHMENT AGREEMENT

BETWEEN

TAMPA ELECTRIC COMPANY

AND

CABLE VIDEO COMMUNICATIONS, INC.

Section 0.1 THIS AGREEMENT, made and entered into this 1st day of August, 1974 by and between Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company", and Cable Video Communications, Inc, a Florida corporation, herein referred to as the "Television Company".

W I T N E S S E T H

Section 0.2 WHEREAS, the Television Company proposes to furnish television distribution service to residents of Mulberry and certain unincorporated portions of Polk County and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served and desires to attach such cables, wires and appliances to poles of the Electric Company.

Section 0.3 WHEREAS, the Electric Company is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appliances (excluding climbing aids), to its existing poles where, in its judgement, such use will not interfere with its own service requirements, including consideration of economy and safety.

Section 0.4 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto for themselves and for their successors and assigns do hereby mutually covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 This agreement shall be in effect inside the city limits of the City of Mulberry and the surrounding unincorporated portions of Polk County, Florida, where the Electric Company and the Television Company provide distribution service.

Section 1.2 The Electric Company reserves the right to deny the attachments of cables, wires and appliances by the Television Company to the Electric Company's poles which have been installed for purposes

other than or in addition to normal distribution of electric service including, among others, poles which in the judgement of the Electric Company (i) are required for the sole use of the Electric Company; (ii) would not readily lend themselves to attachments by the Television Company because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party.

Section 1.3 Pursuant to the right provided for in the foregoing section, the Electric Company hereby excludes its poles used to support its transmission lines (lines with voltage in excess of 15 KV) without special written permission from the Electric Company.

Section 1.4 The Electric Company hereby excludes concrete poles, metal poles (including aluminum), and painted wooden poles which have been installed primarily for improving the appearance of the overhead line. The Electric Company reserves the right upon thirty days' written notice to require the removal of the Television Company's facilities from pole lines which are being rebuilt in areas where improved appearance of the overhead line is of prime consideration.

ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

Section 2.1 Before making attachment to any pole or poles of the Electric Company, the Television Company shall make application and receive a permit therefor in the form of Exhibit A, hereto attached and made a part hereof.

Section 2.2 The Television Company shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to the Electric Company and so as not to conflict with the use of said poles by the Electric Company, or by other utility companies using said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon. The Television Company shall at any time, at its own expense, upon

notice from the Electric Company, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by the Electric Company; provided, however, that in cases of emergency, the Electric Company may arrange to relocate, replace or renew the facilities placed on said poles by the Television Company, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon or for the service needs of the Electric Company, and the Television Company shall, on demand, reimburse the Electric Company for the expense thereby incurred. Nothing in this paragraph is to relieve the Television Company of maintaining adequate work forces readily at hand to promptly repair, service and maintain the Television Company's facilities where such condition is hindering the Electric Company's operations. All Television Company cable attachments will be made at an elevation of 22' 6". The Television Company is hereby advised that the telephone company has prior rights at an elevation of 21' 6". Any attachments made at an elevation less than 22' 6" requires release of the space from the telephone company.

Section 2.3 The Television Company's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, or any amendments or revisions of said Code. Drawings marked Exhibits D through I, inclusive, are attached hereto to illustrate required construction under certain typical conditions, where span lengths are not more than three-hundred fifty feet (350') and voltage between any conductor and ground does not exceed eight thousand seven hundred (8,700) volts. These drawings are intended to be illustrative only, and the specifications of the Electric Company and of the National Electrical Safety Code, as both are from time to time

amended or revised, shall prevail in all instances. All power supplies and amplifiers shall be strand-mounted and should be housed in metal boxes that are inconspicuous, functional, and as maintenance free as possible.

Section 2.4 In the event that any pole or poles of the Electric Company to which the Television Company desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Electric Company will indicate on said form of Exhibit A the changes necessary to provide adequate poles and the estimated cost thereof to the Television Company and return it to the Television Company and if the Television Company still desires to make the attachments and returns the form of Exhibit A marked to so indicate together with an advance payment to reimburse the Electric Company for the entire estimated cost and expense thereof, including the materials cost of larger poles (less the new materials cost of poles removed), cost of installation and removal, expense of engineering and administration, the expense of transferring the Electric Company's facilities from the old to the new poles, and the then current stores handling charge on materials, the Electric Company will replace such inadequate poles with suitable poles. Where the Television Company's desired attachment can be accommodated on present poles of the Electric Company by rearranging the Electric Company's facilities thereon, the Television Company will compensate the Electric Company in advance for the full estimated expense incurred in completing such rearrangements. The Television Company will also in advance reimburse the Owner or Owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of poles (guying) required to accommodate the attachments of the Television Company shall be provided by and at the expense of the Television Company and to the satisfaction of the Electric Company. The Television Company as far as practicable must use existing

guying and anchoring locations which have been established by the Electric Company. The Television Company shall not set intermediate poles under or in close proximity to the Electric Company's facilities. The Television Company may, however, request the Electric Company to set such intermediate poles, and line extension poles, as the Television Company may desire, and the Electric Company shall have the option to accept or reject such request. If such request is granted, the Television Company shall reimburse the Electric Company in advance for the full cost of setting and attaching to such pole or poles. If the Television Company chooses to install CATV cable on a pole line on which the Electric Company has an existing communication cable, the cost of make-ready for the Television Company by the Electric Company will include:

- (1) The cost of relocation of the Electric Company's communication cable from its present existing elevation to the standard elevation of 23' 6".
- (2) The cost of all other required pole changeouts and wire transfers as outlined above in this attachment agreement.

Section 2.5 The Electric Company reserves to itself, its successors and assigns, the right to maintain its 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 or any amendments or revisions of said Code and such specifications particularly applying to the Electric Company hereinbefore referred to. The Electric Company shall not be liable to the Television Company for any interruption to service of the Television Company or for interference with the operation of the cables, wires and appliances of the Television Company arising in any manner whatsoever.

Section 2.6 The Television Company shall exercise special precautions to avoid damage to facilities of the Electric Company and of others supported on said poles; and hereby assumes all responsibility for any and all loss for such damage caused by the Television Company. The Television Company shall make an immediate report to the Electric Com-

pany of the occurrence of any such damage and hereby agrees to reimburse the Electric Company for the expense incurred in making repairs. Damage to plant or facilities of the Television Company or damage to equipment of subscriber to the Television Company's service, arising from accidental contact with the Electric Company's energized conductors, shall be assumed by the Television Company.

ARTICLE III

EVIDENCE TO OPERATE FROM GOVERNMENT AND MUNICIPAL AUTHORITIES

Section 3.1 The Television Company shall submit to the Electric Company evidence, satisfactory to the Electric Company, of its authority to erect and maintain its facilities within public streets, highways, and other thoroughfares and shall secure any necessary consent from state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of the Electric Company which it desires to use.

ARTICLE IV

RIGHT-OF-WAY FOR TELEVISION COMPANY'S ATTACHMENTS

Section 4.1 It shall be the sole responsibility of the Television Company to obtain for itself such rights of way or easements as may be appropriate for the placement and maintenance of its attachments to the Electric Company's poles located on private property of third parties. While the Electric Company will cooperate with the Television Company in obtaining rights-of-way or easements, the Electric Company shall not be required to contact or negotiate with property owners or incur any expenses in connection therewith. No guarantee is given by the Electric Company of permission from property owners, municipalities or others for use of poles and rights-of-way easement by the Television Company, and if objection is made thereto and the Television Company is unable to satisfactorily adjust the matter within a reasonable time, the Electric Company may at any time upon thirty (30) days' notice in writing to the Television Company, require the Television Company to remove

its attachments from the poles involved and its appliances from the rights-of-way easement involved and the Television Company shall, within thirty (30) days after receipt of said notice, remove its attachments from said poles and its appliances from said right-of-way easement at its sole expense. Should the Television Company fail to remove its attachments and appliances, as herein provided, the Electric Company may remove them without liability for loss or damage and the Television Company shall reimburse the Electric Company for the expense incurred.

ARTICLE V

INSPECTION AND PAYMENT BOND

Section 5.1 The Electric Company, because of the importance of its service, reserves the right to inspect each new installation of the Television Company on its poles and in the vicinity of its lines or appliances and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of the entire plant of the Television Company; and the Television Company shall, on demand, reimburse the Electric Company for the expense of such inspections at the rate equal to the present or future hourly rate of a journeyman lineman plus associated overhead expenses and vehicle expenses. The Electric Company reserves the right to approve the specifications of a minimum safety training program which shall be enforced by the Television Company. Such inspections and specifications, made or not, shall not operate to relieve the Television Company of any responsibility, obligation or liability assumed under this agreement. Inspection payments by the Television Company to the Electric Company, shall be limited to not more than one inspection payment per pole each calendar year during the period covered by the agreement.

Section 5.2 Bills for inspections, 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 of this agreement.

Section 5.3 For the purpose of guarantying payment of any sums which may become due to the Electric Company for rentals, inspections, or for work performed for the benefit of the Television Company under this agreement, as well as the cost of removal of attachments on terminations of this agreement under any of its provisions, the Television Company shall furnish to the Electric Company and maintain in force at all times an appropriate payment bond issued by a corporate surety acceptable to the Electric Company and authorized to do business in the State of Florida in the amount provided in the attached Schedule of Required Bond Coverage, Exhibit C, for the number of attachments at the time located on the Electric Company's poles.

ARTICLE VI

ABANDONMENT AND REMOVAL OF ATTACHMENTS

Section 6.1 The Television Company may at any time remove its attachments from any pole or poles of the Electric Company, but shall immediately give the Electric Company 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.

Section 6.2 Upon notice from the Electric Company to the Television Company that the use of any pole or poles is forbidden by municipal authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires and appliances of the Television Company shall be removed at once from the affected pole or poles.

ARTICLE VII

RENTAL AND PROCEDURE FOR PAYMENTS

Section 7.1 The Television Company shall pay to the Electric Company, for attachments made to poles under this agreement, a rental at the rate of five dollars and fifty cents (\$5.50) per pole per year. Said rental shall be payable semi-annually in advance on the first

day of January and the first day of July of each year during which this agreement remains in effect and is deemed delinquent ten days thereafter. Semi-annual rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of June and the first day of December, respectively. The first payment of rental for each new pole attachment shall be made in advance, based upon such prorata amount as may be due for use of the pole from date of attachment to the next semi-annual payment date.

Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or amplifier wattage for billing purposes.

ARTICLE VIII

PERIODICAL REVISION OF ATTACHMENT PAYMENT RATE

Section 8.1 At the expiration of four (4) months from the date of this agreement and at the end of every three (3) year period thereafter, the rate per attachment per pole shall be subject to revision at the request of either party made in writing to the other not later than sixty (60) days before the end of any such three (3) year period. If, within sixty (60) days after the receipt of such request by either party from the other, the parties hereto fail to agree upon a revision of such rate, the rate per pole to be paid during the next three (3) year period shall be (i) the rate per pole in effect for the previous three (3) year period, or (ii) an amount equal to one-half of the then average annual total cost per pole of installing and maintaining the standard poles on which the Television Company has attachments, whichever amount is higher. In case of a revision of the adjustment rate as herein provided, the new rate shall be applicable until again revised.

ARTICLE IX

DEFAULTS

Section 9.1 If the Television Company shall fail to comply with any

of the provisions of this agreement including the specifications herein-
before referred to, or default in any of its obligations under this agree-
ment and shall fail within thirty (30) days after written notice from the
Electric Company to correct such default of noncompliance, the Electric
Company may, at its option, forthwith terminate this agreement or the
permit covering the poles as to which such default or noncompliance shall
have occurred. In case of such termination, no prepaid rentals shall be
refunded.

ARTICLE X

LIABILITY AND INSURANCE REQUIREMENTS

Section 10.1 The Television Company hereby assumes full responsibility
and liability for all work and labor necessary to attach cables, wires
and appliances to poles of the Electric Company and for the removal of
the same in accordance with other provisions of this contract.

Section 10.2 For \$10.00 and other specific valuable consideration, the
Television Company hereby assumes full responsibility for, and agrees to
indemnify and save the Electric Company harmless from and against, all
liabilities, claims for damages and suits for or by reason of any injury
to any person or persons, or damage to any property of any kind whatso-
ever, whether the property of the parties hereto or of third persons,
from any and all cause or causes whatsoever, occasioned by or in any way
connected with the installation, inspection, maintenance, existence or
removal of any attachment of the Television Company or any act, omission
or thing in any manner related to this agreement, irrespective of negli-
gence, actual or claimed, upon the part of the Electric Company, its agents
or employees; the obligation of the Television Company to indemnify the
Electric Company shall include all charges, expenses and costs, including
attorneys' fees, incurred by the Electric Company on account of or by
reason of any such injuries, damages, liabilities, claims, suits or
losses, and all damages growing out of the same, but shall be limited to
the amount of any policies of insurance then in effect as indemnification
relates to negligence claimed on the part of the Electric Company.

Section 10.3 The Television Company agrees to procure and constantly maintain in force at its expense, in companies satisfactory to the Electric Company, policies of insurance with minimum limits as follows:

- (1) Workmen's Compensation and Employers' Liability Insurance for all of the Television Company's employees. If any of the work is sublet to a contractor, the Television Company shall require the contractor to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under the Television Company's insurance.
- (2) General Liability Bodily Injury Insurance of \$200,000 for any one person and \$500,000 for any one accident.
- (3) General Liability Property Damage Insurance of \$50,000 for any one accident and \$100,000 in the aggregate.
- (4) If any of the work is sublet to a contractor, Owner's Protective Liability Insurance, covering claims for bodily injury or death and damages to property of others, to the full limits specified in (2) and (3) above, showing both the Electric Company and the Television Company as Owners.
- (5) Automobile Liability Bodily Injury Insurance (covering owned, hired and all classes of non-owned vehicles) of \$200,000 for any one person and \$500,000 for any one accident.
- (6) Automobile Liability Property Damage Insurance (covering owned, hired and all classes of non-owned vehicles) of \$25,000 for any one accident.
- (7) Contractual Liability Insurance to the full limits of, and for the liabilities insured under, above policies, and expressly including the liabilities assumed by the Television Company under the indemnity clause set forth as Section 10.2 above.

Section 10.4 Prior to the Television Company making any attachments to poles of the Electric Company, the Television Company shall furnish the Electric Company certificates of the Television Company's insurance carrier showing that the Television Company carries the requisite insur-

ance and that the policies, issued in accordance with the requirements 2, 3, 4, and 7 of Section 10.3 have been endorsed to show the Electric Company as an additional assured. Said certificates shall also provide that such insurance shall not be terminated, changed or endorsed except upon thirty (30) days written notice thereof to the Electric Company.

ARTICLE XI

EXISTING RIGHTS OF OTHER PARTIES

Section 11.1 Nothing herein contained shall be construed as affecting the rights or privileges previously or hereafter conferred by the Electric Company, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and the Electric Company shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing or future contracts and arrangements.

ARTICLE XII

TERM OF AGREEMENT

Section 12.1 This agreement shall become effective upon its execution and if not terminated in accordance with the provisions of Section 9.1 shall continue in effect for a term of not less than one (1) year. Either party may terminate the agreement at the end of said year or at any time thereafter by giving to the other party at least six (6) months written notice. Upon termination of the agreement in accordance with any of its terms, the Television Company shall immediately remove its cables, wires and appliances from all poles of the Electric Company. If not so removed, the Electric Company shall have the right to remove them at the cost and expense of the Television Company and without any liability therefor. The Electric Company shall deliver to the Television Company any equipment so removed upon termination of this agreement, upon the payment of the cost of removal, cost of storage and delivery and all other amounts then due the Electric Company.

ARTICLE XIII

ASSIGNMENTS OF RIGHTS

Section 13.1 The Television Company shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Electric Company.

Section 13.2 No use, however extended, of the Electric Company's poles, under this agreement, shall create or vest in the Television Company any ownership or property rights in said poles, but the Television Company's rights therein shall remain those of a mere licensee. Nothing herein contained shall be construed to compel the Electric Company to maintain any of said poles for a period longer than demanded by its own service requirements. The Electric Company reserves the right to deny the licensing of poles to the Television Company.

ARTICLE XIV

WAIVER OF TERMS OR CONDITIONS

Section 14.1 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.

In witness whereof, the parties hereto have caused these presents to be executed, and their corporate seals to be affixed thereto, by their respective officers thereunto duly authorized, on the day, month and year first above written.

Signed, Sealed and Delivered
in the Presence of:

TAMPA ELECTRIC COMPANY

BY *D. L. Culler*

President

Attest:

BY *A. M. Spence*

Secretary

CABLE VIDEO COMMUNICATIONS INC.

BY *Vernon R. Hill*

President

Attest:

BY *Betty A. Hill*

Asst. Secretary

Prepared By: G. W. Cock
Manager
System Distribution Engineering

EXHIBIT A

ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
CABLE VIDEO COMMUNICATIONS INC - TAMPA ELECTRIC COMPANY

Application and Permit

_____, _____, 19__

In accordance with the terms of agreement dated _____,
19__, application is hereby made for license to make attachments to the
following poles:

Location: City _____ County _____ Florida

Pole
Number _____ Pole Locations (Describe Fully) _____

CABLE VIDEO COMMUNICATIONS INC.

By _____

Title _____

License granted _____, 19__, subject to your approval of the
following changes and rearrangements: _____

at an estimated cost to you of \$ _____ payable in advance.

License denied under Section 13.2, _____, 19__

Permit No. _____

Total Previous Poles _____

Poles This Permit _____

New Total _____

By _____

Title _____

TAMPA ELECTRIC COMPANY

The above changes and rearrangements approved
and advance payment therefore enclosed

By _____

Title _____

CABLE VIDEO COMMUNICATIONS INC.

EXHIBIT B

ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
CABLE VIDEO COMMUNICATIONS INC - TAMPA ELECTRIC COMPANY

Notification of Removal by Television Company

_____, 19____

In accordance with the terms of agreement dated _____
19__, kindly cancel from your records the following poles covered by
Permit No. _____ from which attachments were removed on _____
19____.

Location: City _____ County _____ Florida

Pole Number	Permit No.	Pole Location
----------------	------------	---------------

CABLE VIDEO COMMUNICATIONS INC.

By _____

Title _____

Notice Acknowledged By _____

_____, 19____ Title _____

Notice No. _____

TAMPA ELECTRIC COMPANY

Total Poles Discontinued This Notice _____

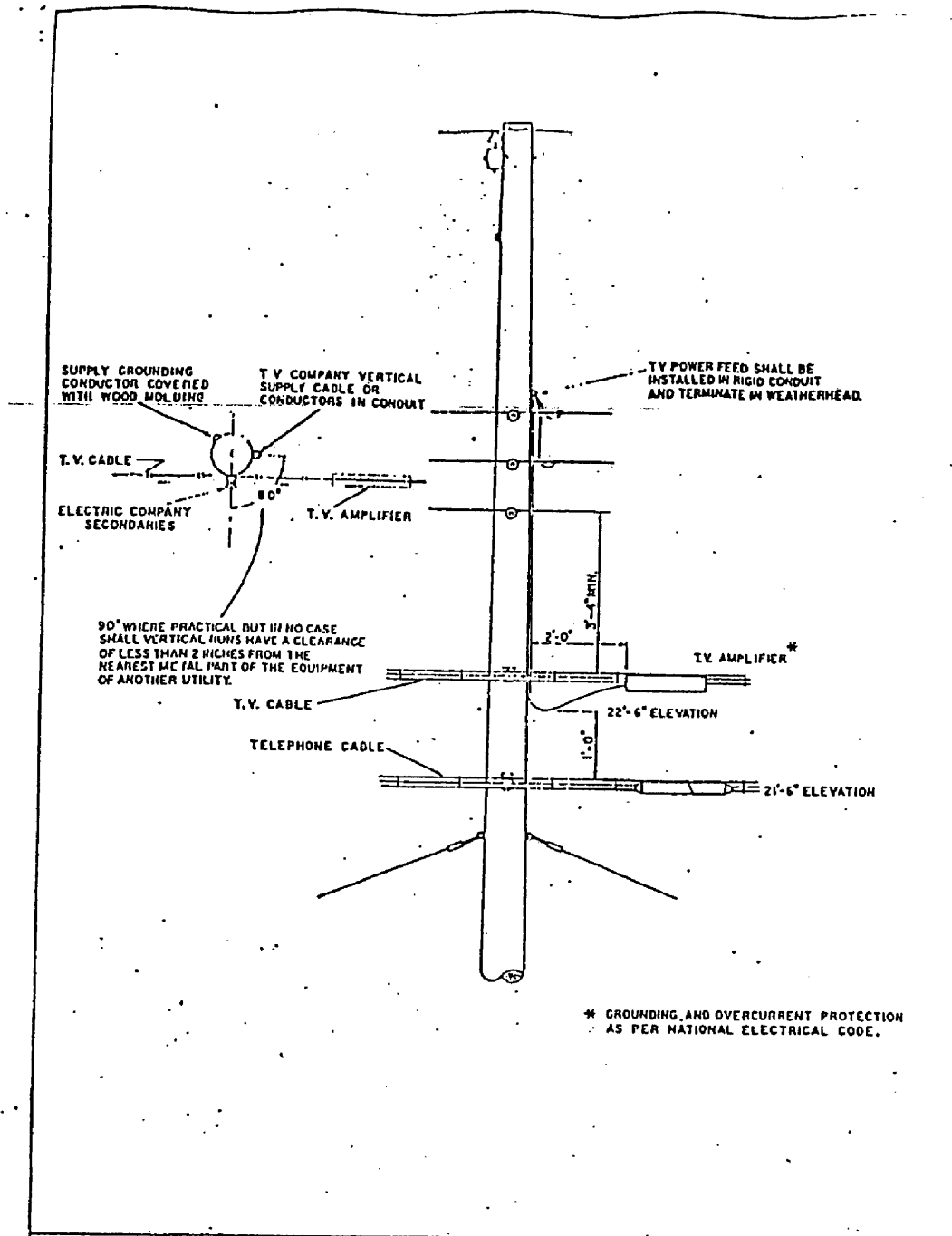
Poles Previously Vacated _____

Total Poles Vacated To Date _____

EXHIBIT C

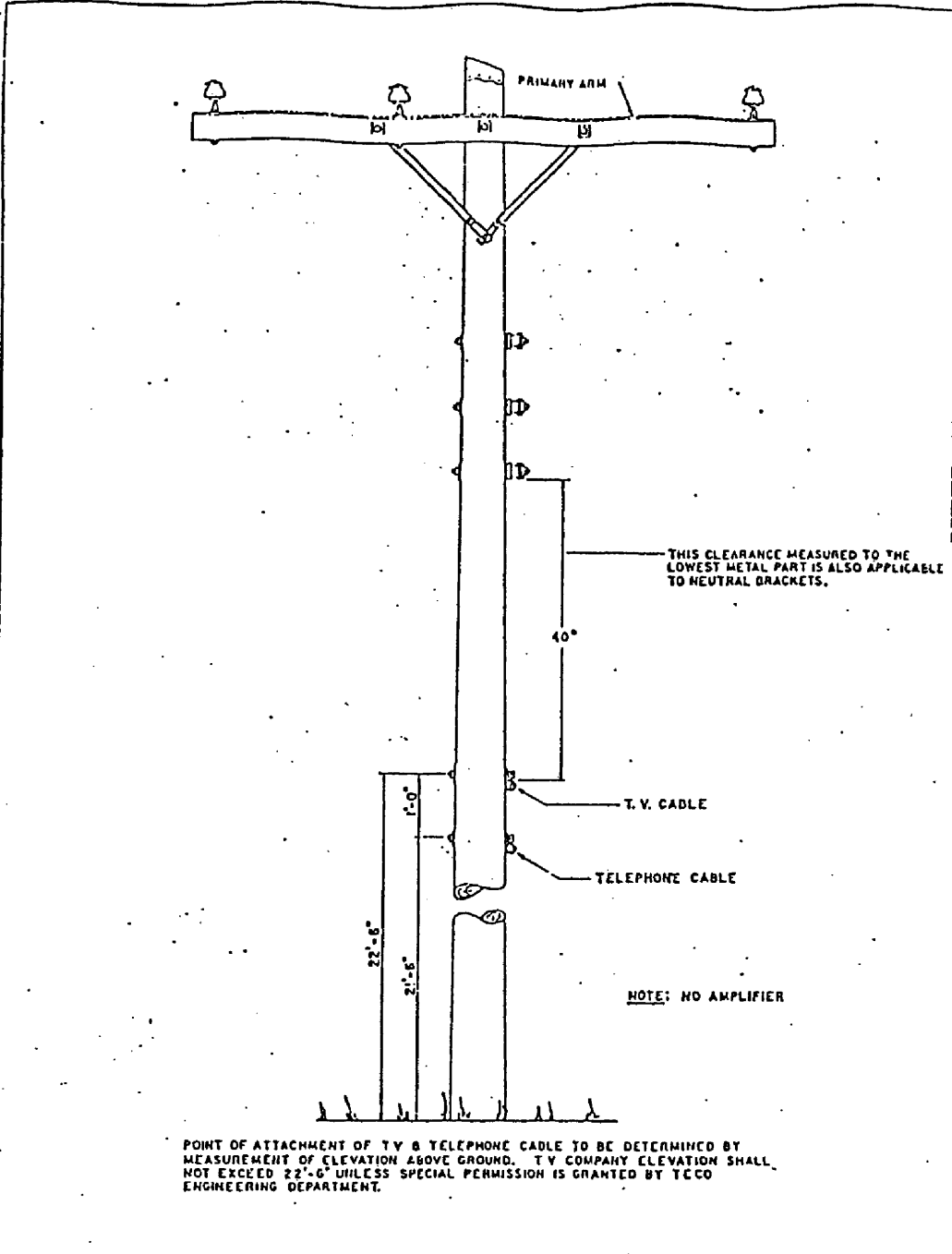
SCHEDULE OF REQUIRED BOND COVERAGE

<u>Number of Attachments</u>	<u>Amount of Coverage</u>
0-250	\$ 5,000
0-500	10,000
501-1000	20,000
1001-1500	30,000
1501-2000	40,000
2001-2500	50,000
Over 2500	70,000



* GROUNDING AND OVERCURRENT PROTECTION AS PER NATIONAL ELECTRICAL CODE.

<h3>MINIMUM VERTICAL & HORIZONTAL CLEARANCES FOR JOINT USE CONST.</h3>		APPR DATE 8-5-65
		EXHIBIT D
TAMPA ELECTRIC CO. ENGINEERING DEPT.	OVLINEAR INSTRUMENTRY STANDARDS	

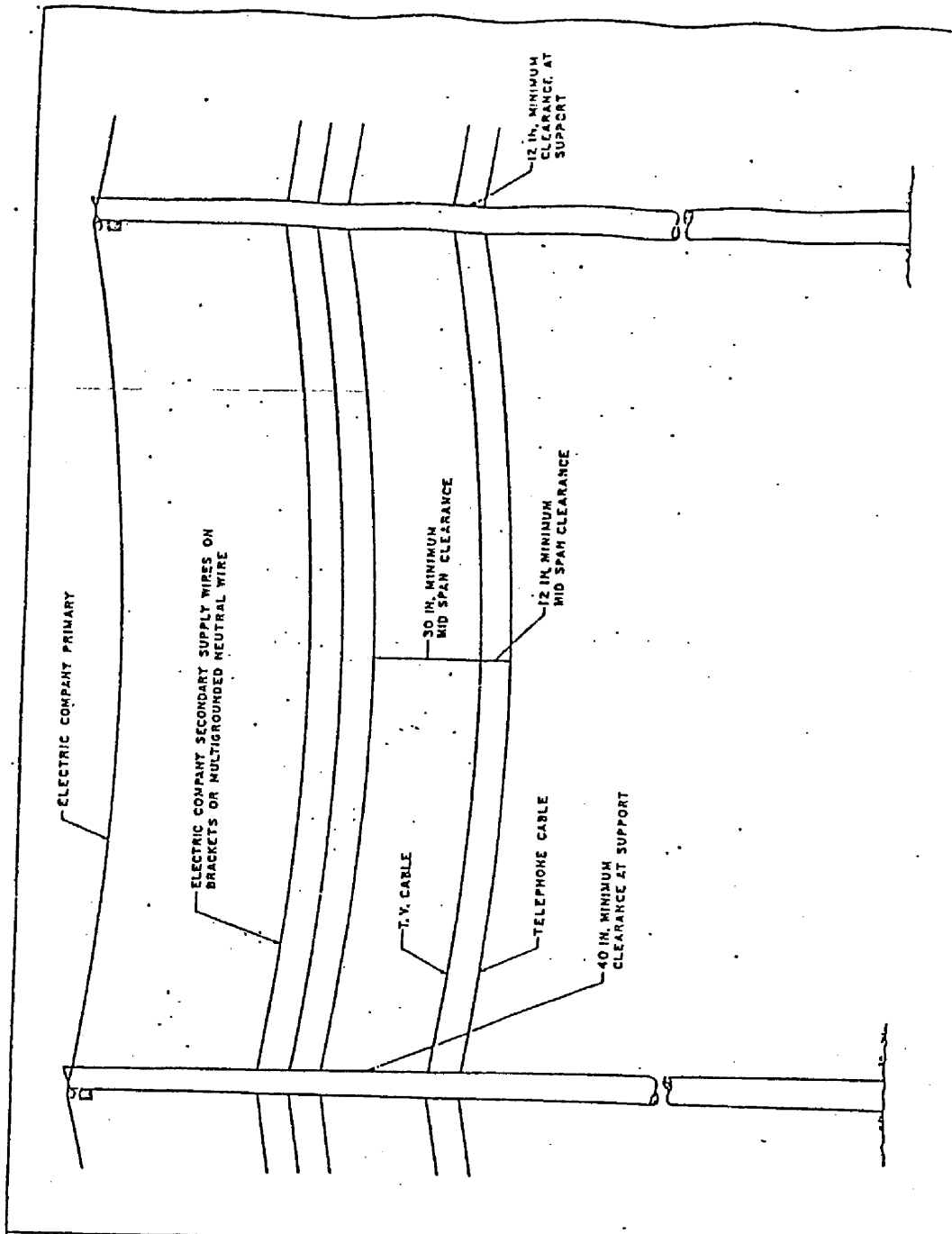


MINIMUM VERTICAL CLEARANCES FOR JOINT USE CONST.

APPRO DATE 8-4-65

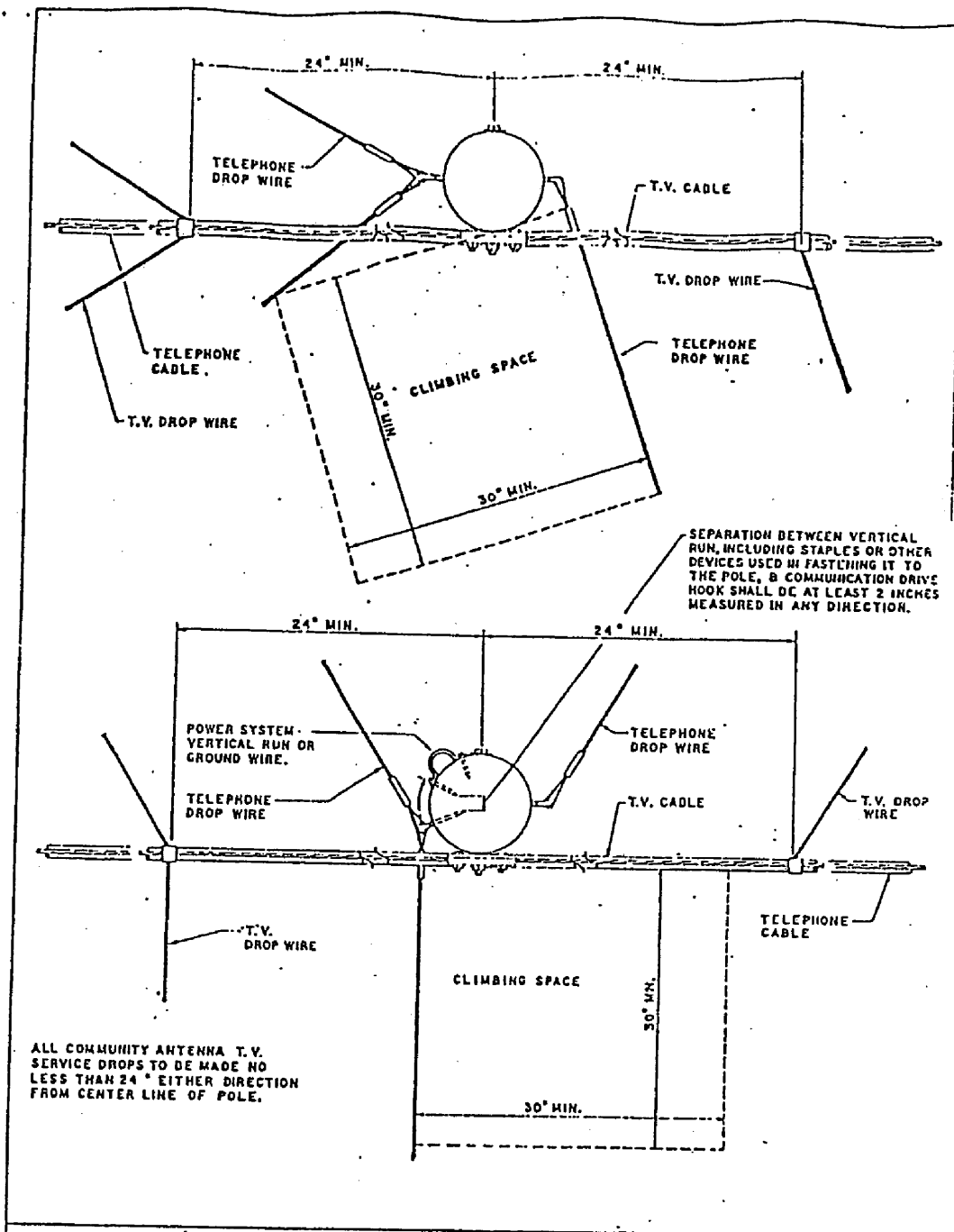
TAMPA ELECTRIC CO. ENGINEERING DEPT. OVERHEAD DISTRIBUTION STANDARDS

EXHIBIT E



CLEARANCE FOR T.V. CABLES & TELEPHONE PARALLELING OTHER WIRES

TAMPA ELECTRIC CO. ENGINEERING DEPT.	OVERHEAD DISTRIBUTION STANDARDS	APPR. DATE 8-4-65
		EXHIBIT F

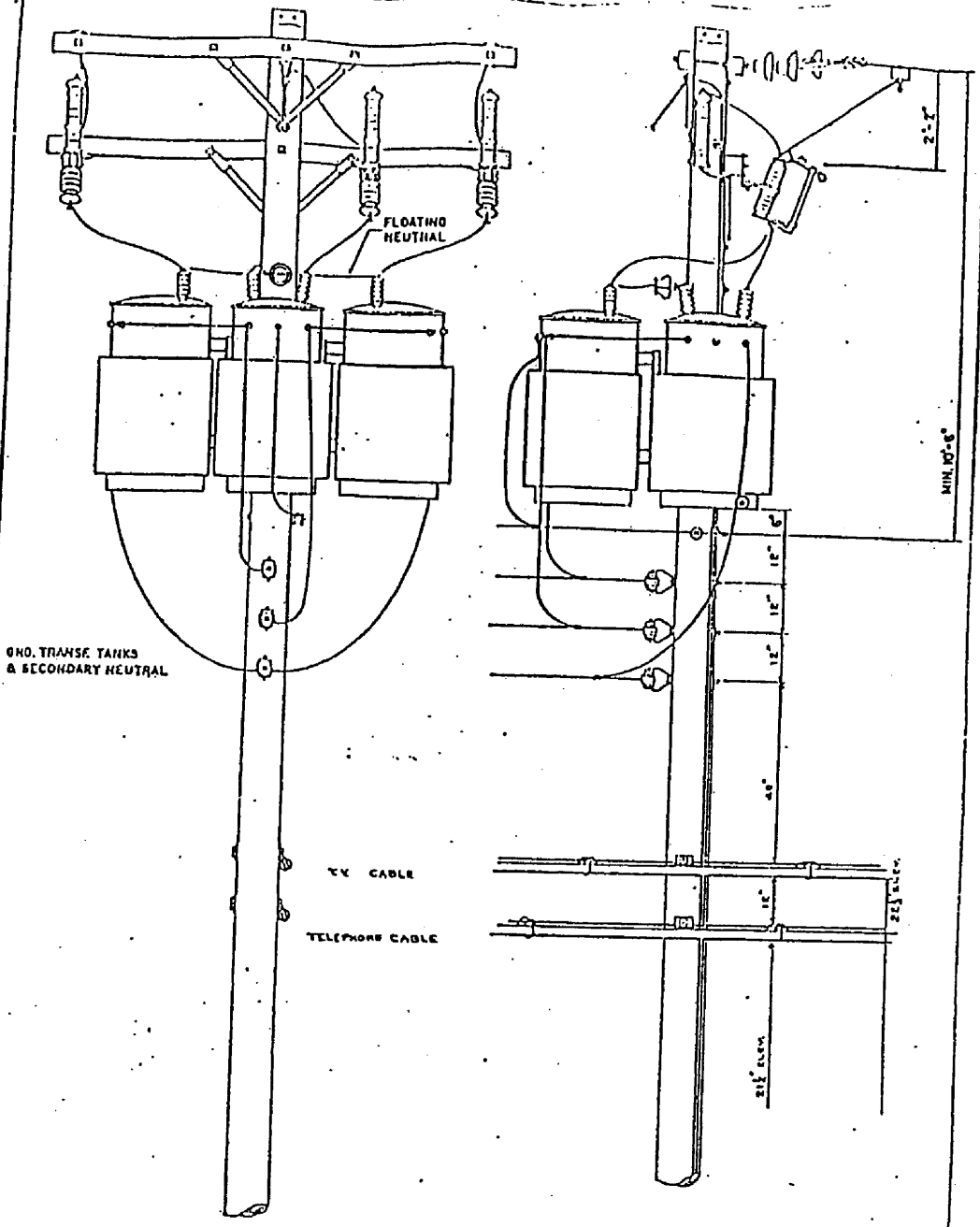


CLIMBING SPACE
THROUGH TELEPHONE AND T.V. DROP WIRES

APPR DATE 8-4-65

TAMPA ELECTRIC CO. ENGINEERING DEPT. OVERHEAD DISTRIBUTION STANDARDS

EXHIBIT G



ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM
TO DISTRIBUTION POWER POLES

REV. C-4-65

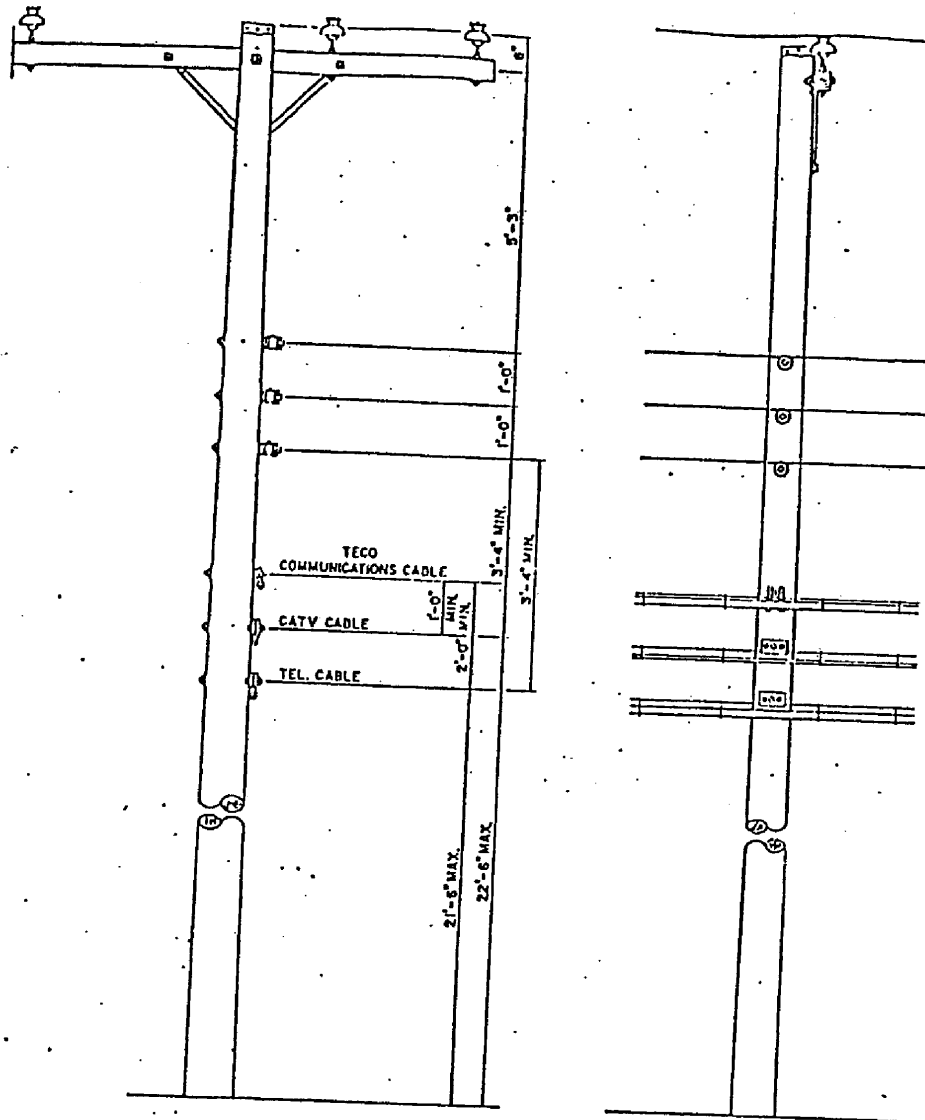
TAMPA ELECTRIC CO. ENGINEERING DEPT.

OVERHEAD DISTRIBUTION STANDARDS

EXHIBIT H

NOTES:

- 1- CABLE CLEARANCE MEASUREMENTS SHALL BE TAKEN FROM LOWEST SECONDARY AND FROM GROUND LOWEST ELEVATION SHALL BE USED
- 2- THE CATV CABLE ELEVATION MAY BE LOWER WHEN APPROVED BY THE TEL. PHONE CO.
- 3- ELEVATIONS MAY BE LOWER IF CODE CLEARANCE PERMITS AND UNDER THE MUTUAL AGREEMENT OF ALL CABLE OWNERS
- 4- TECO COMMUNICATIONS CABLE, CATV CABLE, AND TEL. CABLE SHALL BE MOUNTED ON THE SAME SIDE OF POLE AS TIED SECONDARY.
- 5- TECO COMMUNICATIONS CABLE SHALL BE MOUNTED AT AN ELEVATION OF 23'-0" OR AS SPECIFIED BY ENGINEERING DEPT.



MGR. DIST. ENG. *Ed. Nelson* 8/27/64

DESIGNED BY: *[Signature]*
 APPR. DATE: 8-17-64
 SUPERSEDED:
 DATE:

**CLEARANCES FOR JOINT CONSTRUCTION ALONG
TECO COMMUNICATIONS CABLE ROUTE**

EXHIBIT I

TAMPA ELECTRIC CO. ENGINEERING DEPT. OVERHEAD DISTRIBUTION STANDARDS

Paragon Hills

A G R E E M E N T

THIS AGREEMENT made this _____ day of November, 1979, by and between Tampa Electric Company, a Florida corporation, ("TECO"), and Teleprompter Corporation, a New York corporation, and its operating subsidiary, Teleprompter Southeast, Inc., an Alabama corporation, as successors in interest to Hillsborough CATV, Inc., a Florida corporation, (collectively "Teleprompter").

Background Facts:

TECO is, and at all times mentioned herein was, engaged in the business of producing electrical power and distributing it by means of wire strung on poles to persons residing in and around west central Florida. Teleprompter is, and at all times mentioned herein was, engaged in the business of distributing cable television service by means of cables strung on poles to persons residing in and around Polk County, Florida.

On September 30, 1969, TECO and Teleprompter entered into a pole attachment agreement (the "Attachment Agreement"), a copy of which is attached as Exhibit "A," by the terms of which TECO agreed to permit Teleprompter to attach its cables to certain of the poles which form a part of TECO's electrical power distribution system, and Teleprompter agreed, as consideration therefor, to pay TECO an annual rental fee (the "CATV Rate") of \$5.50 for each pole to which it attaches a cable, until such time as the CATV Rate was revised in accordance with Article VIII of the Attachment Agreement, which provides as follows:

ARTICLE VIII

PERIODICAL REVISION OF ATTACHMENT PAYMENT RATE

Section 8.1 At the expiration of five (5) years from the date of this agreement and at the end of every three (3) year period thereafter, the rate per attachment per pole shall be subject to a revision at the request of

either party made in writing to the other not later than sixty (60) days before the end of any such three (3) year period. If, within sixty (60) days after the receipt of such request by either party from the other, the parties hereto fail to agree upon a revision of such rate, the rate per pole to be paid during the next three (3) year period shall be (i) the rate per pole in effect for the previous three (3) year period, or (ii) an amount equal to one-half of the then average annual total cost per pole of installing and maintaining the standard poles on which the Television Company has attachments, whichever amount is higher. In case of a revision of the adjustment rate as herein provided, the new rate shall be applicable until again revised.

On July 25, 1977, TECO notified Teleprompter of its desire to revise the CATV Rate in accordance with Article VIII of the Attachment Agreement. When TECO and Teleprompter failed to agree upon a revised CATV Rate, a dispute arose between them as to the amount by which TECO could increase the CATV Rate. TECO and Teleprompter now wish to settle their dispute upon the following terms and conditions:

Terms:

1. TECO and Teleprompter agree that the CATV Rate for the period beginning September 1, 1976, and ending December 31, 1979, was and is \$8.00.

2. Teleprompter will, within 30 days of the date hereof, pay TECO the sum of \$21,113.88, with interest thereon at the rate of \$3.47 per day from September 1, 1979, until the date of payment, such sum being the difference between the amounts payable by Teleprompter to TECO for the period beginning September 1, 1976, and ending December 31, 1979, at the \$8.00 CATV Rate and the amounts paid by Teleprompter to TECO for the period beginning September 1, 1976, and ending December 31, 1979, at the original \$5.50 CATV Rate, with interest thereon at the rate of 6% per year from the dates on which the incremental amounts became payable until the date of payment.

3. TECO and Teleprompter will, within 30 days of the date hereof, execute an Amendment to the Attachment Agreement in substantially the form attached hereto as Exhibit "B."

4. TECO will, within 30 days of the date hereof, exchange releases in substantially the forms attached hereto as Exhibits "C" and "D".

Signed, sealed, and delivered
in the presence of:

Signed, sealed, and delivered
in the presence of:

Signed, sealed, and delivered
in the presence of:

TAMPA ELECTRIC COMPANY

By _____

ATTEST:

TELEPROMPTER CORPORATION

By _____

ATTEST:

TELEPROMPTER SOUTHEAST, INC.

By _____

ATTEST:

ATTACHMENT AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
HILLSBOROUGH CATV, INC.

Section 0.1 THIS AGREEMENT, made and entered into this 30th day of September, 1969, by and between Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company", and Hillsborough CATV, Inc., a Florida Corporation, herein referred to as the "Television Company".

W I T N E S S E T H

Section 0.2 WHEREAS, the Television Company proposes to furnish television distribution service to residents of Plant City, Florida, and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served and desires to attach such cables, wires and appliances to poles of the Electric Company.

Section 0.3 WHEREAS, the Electric Company is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appliances (excluding climbing aids), to its existing poles where, in its judgement, such use will not interfere with its own service requirements, including consideration of economy and safety.

Section 0.4 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto for themselves and for their successors and assigns do hereby mutually covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 This agreement shall be in effect in the city limits of the City of Plant City where the Electric Company provides distribution service.

Section 1.2 The Electric Company reserves the right to deny the attachments of cables, wires and appliances by the Television Company to the Electric Company's poles which have been installed for purposes

other than or in addition to normal distribution of electric service including, among others, poles which in the judgement of the Electric Company (i) are required for the sole use of the Electric Company; (ii) would not readily lend themselves to attachments by the Television Company because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party.

Section 1.3 Pursuant to the right provided for in the foregoing section, the Electric Company hereby excludes its poles used to support its transmission lines (lines with voltage in excess of 15 KV) without special written permission from the Electric Company.

Section 1.4 The Electric Company hereby excludes concrete poles, metal poles (including aluminum), and painted wooden poles which have been installed primarily for improving the appearance of the overhead line. The Electric Company reserves the right upon thirty days' written notice to require the removal of the Television Company's facilities from pole lines which are being rebuilt in areas where improved appearance of the overhead line is of prime consideration.

ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

Section 2.1 Before making attachment to any pole or poles of the Electric Company, the Television Company shall make application and receive a permit therefor in the form of Exhibit A, hereto attached and made a part hereof.

Section 2.2 The Television Company shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to the Electric Company and so as not to conflict with the use of said poles by the Electric Company, or by other utility companies using said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon. The Television Company shall at any time, at its own expense, upon

notice from the Electric Company, relocate, replace or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by the Electric Company; provided, however, that in cases of emergency, the Electric Company may arrange to relocate, replace or renew the facilities placed on said poles by the Television Company, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon or for the service needs of the Electric Company, and the Television Company shall, on demand, reimburse the Electric Company for the expense thereby incurred. Nothing in this paragraph is to relieve the Television Company of maintaining adequate work forces readily at hand to promptly repair, service and maintain the Television Company's facilities where such condition is hindering the Electric Company's operations. All Television Company cable attachments will be made at an elevation of 22' 6". The Television Company is hereby advised that the telephone company has prior rights at an elevation of 21' 6". Any attachments made at an elevation less than 22' 6" requires release of the space from the telephone company.

Section 2.3 The Television Company's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, or any amendments or revisions of said Code. Drawings marked Exhibits D through I, inclusive, are attached hereto to illustrate required construction under certain typical conditions, where span lengths are not more than three-hundred fifty feet (350') and voltage between any conductor and ground does not exceed eight thousand seven hundred (8,700) volts. These drawings are intended to be illustrative only, and the specifications of the Electric Company and of the National Electrical Safety Code, as both are from time to time

amended or revised, shall prevail in all instances. All power supplies and amplifiers shall be strand-mounted and should be housed in metal boxes that are inconspicuous, functional, and as maintenance free as possible.

Section 2.4 In the event that any pole or poles of the Electric Company to which the Television Company desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Electric Company will indicate on said form of Exhibit A the changes necessary to provide adequate poles and the estimated cost thereof to the Television Company and return it to the Television Company and if the Television Company still desires to make the attachments and returns the form of Exhibit A marked to so indicate together with an advance payment to reimburse the Electric Company for the entire estimated cost and expense thereof, including the materials cost of larger poles (less the new materials cost of poles removed), cost of installation and removal, expense of engineering and administration, the expense of transferring the Electric Company's facilities from the old to the new poles, and the then current stores handling charge on materials, the Electric Company will replace such inadequate poles with suitable poles. Where the Television Company's desired attachment can be accommodated on present poles of the Electric Company by rearranging the Electric Company's facilities thereon, the Television Company will compensate the Electric Company in advance for the full estimated expense incurred in completing such rearrangements. The Television Company will also in advance reimburse the Owner or Owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of poles (guying) required to accommodate the attachments of the Television Company shall be provided by and at the expense of the Television Company and to the satisfaction of the Electric Company. The Television Company as far as practicable must use existing

guying and anchoring locations which have been established by the Electric Company. The Television Company shall not set intermediate poles under or in close proximity to the Electric Company's facilities. The Television Company may, however, request the Electric Company to set such intermediate poles, and line extension poles, as the Television Company may desire, and the Electric Company shall have the option to accept or reject such request. If such request is granted, the Television Company shall reimburse the Electric Company in advance for the full cost of setting and attaching to such pole or poles. If the Television Company chooses to install CATV cable on a pole line on which the Electric Company has an existing communication cable, the cost of make-ready for the Television Company by the Electric Company will include:

- (1) The cost of relocation of the Electric Company's communication cable from its present existing elevation to the standard elevation of 23' 6".
- (2) The cost of all other required pole changeouts and wire transfers as outlined above in this attachment agreement.

Section 2.5 The Electric Company reserves to itself, its successors and assigns, the right to maintain its 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 or any amendments or revisions of said Code and such specifications particularly applying to the Electric Company hereinbefore referred to. The Electric Company shall not be liable to the Television Company for any interruption to service of the Television Company or for interference with the operation of the cables, wires and appliances of the Television Company arising in any manner whatsoever.

Section 2.6 The Television Company shall exercise special precautions to avoid damage to facilities of the Electric Company and of others supported on said poles; and hereby assumes all responsibility for any and all loss for such damage caused by the Television Company. The Television Company shall make an immediate report to the Electric Com-

pany of the occurrence of any such damage and hereby agrees to reimburse the Electric Company for the expense incurred in making repairs. Damage to plant or facilities of the Television Company or damage to equipment of subscriber to the Television Company's service, arising from accidental contact with the Electric Company's energized conductors, shall be assumed by the Television Company.

ARTICLE III

EVIDENCE TO OPERATE FROM GOVERNMENT AND MUNICIPAL AUTHORITIES

Section 3.1 The Television Company shall submit to the Electric Company evidence, satisfactory to the Electric Company, of its authority to erect and maintain its facilities within public streets, highways, and other thoroughfares and shall secure any necessary consent from state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of the Electric Company which it desires to use.

ARTICLE IV

RIGHT-OF-WAY FOR TELEVISION COMPANY'S ATTACHMENTS

Section 4.1 It shall be the sole responsibility of the Television Company to obtain for itself such rights of way or easements as may be appropriate for the placement and maintenance of its attachments to the Electric Company's poles located on private property of third parties. While the Electric Company will cooperate with the Television Company in obtaining rights-of-way or easements, the Electric Company shall not be required to contact or negotiate with property owners or incur any expenses in connection therewith. No guarantee is given by the Electric Company of permission from property owners, municipalities or others for use of poles and rights-of-way easement by the Television Company, and if objection is made thereto and the Television Company is unable to satisfactorily adjust the matter within a reasonable time, the Electric Company may at any time upon thirty (30) days' notice in writing to the Television Company, require the Television Company to remove

its attachments from the poles involved and its appliances from the rights-of-way easement involved and the Television Company shall, within thirty (30) days after receipt of said notice, remove its attachment from said poles and its appliances from said right-of-way easement at its sole expense. Should the Television Company fail to remove its attachments and appliances, as herein provided, the Electric Company may remove them without liability for loss or damage and the Television Company shall reimburse the Electric Company for the expense incurred.

ARTICLE V

INSPECTION AND PAYMENT BOND

Section 5.1 The Electric Company, because of the importance of its service, reserves the right to inspect each new installation of the Television Company on its poles and in the vicinity of its lines or appliances and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of the entire plant of the Television Company; and the Television Company shall, on demand, reimburse the Electric Company for the expense of such inspections at the rate equal to the present or future hourly rate of a journeyman lineman plus associated overhead expenses and vehicle expenses. The Electric Company reserves the right to approve the specifications of a minimum safety training program which shall be enforced by the Television Company. Such inspections and specifications, made or not, shall not operate to relieve the Television Company of any responsibility, obligation or liability assumed under this agreement. Inspection payments by the Television Company to the Electric Company, shall be limited to not more than one inspection payment per pole each calendar year during the period covered by the agreement.

Section 5.2 Bills for inspections, 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 of this agreement.

Section 5.3 For the purpose of guarantying payment of any sums which may become due to the Electric Company for rentals, inspections, or for work performed for the benefit of the Television Company under this agreement, as well as the cost of removal of attachments on terminations of this agreement under any of its provisions, the Television Company shall furnish to the Electric Company and maintain in force at all times an appropriate payment bond issued by a corporate surety acceptable to the Electric Company and authorized to do business in the State of Florida in the amount provided in the attached Schedule of Required Bond Coverage, Exhibit C, for the number of attachments at the time located on the Electric Company's poles.

ARTICLE VI

ABANDONMENT AND REMOVAL OF ATTACHMENTS

Section 6.1 The Television Company may at any time remove its attachments from any pole or poles of the Electric Company, but shall immediately give the Electric Company 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.

Section 6.2 Upon notice from the Electric Company to the Television Company that the use of any pole or poles is forbidden by municipal authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires and appliances of the Television Company shall be removed at once from the affected pole or poles.

ARTICLE VII

RENTAL AND PROCEDURE FOR PAYMENTS

Section 7.1 The Television Company shall pay to the Electric Company, for attachments made to poles under this agreement, a rental at the rate of five dollars and fifty cents (\$5.50) per pole per year. Said rental shall be payable semi-annually in advance on the first

day of January and the first day of July of each year during which this agreement remains in effect and is deemed delinquent ten days thereafter. Semi-annual rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of June and the first day of December, respectively. The first payment of rental for each new pole attachment shall be made in advance, based upon such prorata amount as may be due for use of the pole from date of attachment to the next semi-annual payment date.

Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or amplifier wattage for billing purposes.

ARTICLE VIII

PERIODICAL REVISION OF ATTACHMENT PAYMENT RATE

Section 8.1 At the expiration of five (5) years from the date of this agreement and at the end of every three (3) year period thereafter, the rate per attachment per pole shall be subject to revision at the request of either party made in writing to the other not later than sixty (60) days before the end of any such three (3) year period. If, within sixty (60) days after the receipt of such request by either party from the other, the parties hereto fail to agree upon a revision of such rate, the rate per pole to be paid during the next three (3) year period shall be (i) the rate per pole in effect for the previous three (3) year period, or (ii) an amount equal to one-half of the then average annual total cost per pole of installing and maintaining the standard poles on which the Television Company has attachments, whichever amount is higher. In case of a revision of the adjustment rate as herein provided, the new rate shall be applicable until again revised

ARTICLE IX

DEFAULTS

Section 9.1 If the Television Company shall fail to comply with any

of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the Electric Company to correct such default or noncompliance, the Electric Company may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or noncompliance shall have occurred. In case of such termination, no prepaid rentals shall be refunded.

ARTICLE X

LIABILITY AND INSURANCE REQUIREMENTS

Section 10.1 The Television Company hereby assumes full responsibility and liability for all work and labor necessary to attach cables, wires and appliances to poles of the Electric Company and for the removal of the same in accordance with other provisions of this contract.

Section 10.2 The Television Company hereby assumes full responsibility and liability for, and agrees to indemnify and save the Electric Company harmless from and against, all liabilities, claims for damages and suits for or by reason of any injury to any person or persons, or damage to any property of any kind whatsoever, whether the property of the parties hereto or of third persons, from any and all cause or causes whatsoever, occasioned by or in any way connected with the installation, inspection, maintenance, existence or removal of any attachment of the Television Company or any act, omission or thing in any manner related to this agreement, irrespective of negligence, actual or claimed, upon the part of the Electric Company, its agents or employees; the obligation of the Television Company to indemnify the Electric Company shall include all charges, expenses, and costs, including attorneys' fees, incurred by the Electric Company on account of or by reason of any such injuries, damages, liabilities, claims, suits or losses, and all damages growing out of the same.

Section 10.3 The Television Company agrees to procure and constantly

maintain in force at its expense, in companies satisfactory to the Electric Company, policies of insurance with minimum limits as follows:

- (1) Workmen's Compensation and Employers' Liability Insurance for all of the Television Company's employees. If any of the work is sublet to a contractor, the Television Company shall require the contractor to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under the Television Company's insurance.
- (2) General Liability Bodily Injury Insurance of \$200,000 for any one person and \$500,000 for any one accident.
- (3) General Liability Property Damage Insurance of \$50,000 for any one accident and \$100,000 in the aggregate.
- (4) If any of the work is sublet to a contractor, Owner's Protective Liability Insurance, covering claims for bodily injury or death and damages to property of others, to the full limits specified in (2) and (3) above, showing both the Electric Company and the Television Company as Owners.
- (5) Automobile Liability Bodily Injury Insurance (covering owned, hired and all classes of non-owned vehicles) of \$200,000 for any one person and \$500,000 for any one accident.
- (6) Automobile Liability Property Damage Insurance (covering owned, hired and all classes of non-owned vehicles) of \$25,000 for any one accident.
- (7) Contractual Liability Insurance to the full limits of, and for the liabilities insured under, above policies, and expressly including the liabilities assumed by the Television Company under the indemnity clause set forth as Section 10.2 above.

Section 10.4 Prior to the Television Company making any attachments to poles of the Electric Company, the Television Company shall furnish the Electric Company certificates of the Television Company's insurance carrier showing that the Television Company carries the requisite insur-

ance and that the policies, issued in accordance with the requirements 2, 3, 4, and 7 of Section 10.3 have been endorsed to show the Electric Company as an additional assured. Said certificates shall also provide that such insurance shall not be terminated, changed or endorsed except upon thirty (30) days written notice thereof to the Electric Company.

ARTICLE XI

EXISTING RIGHTS OF OTHER PARTIES

Section 11.1 Nothing herein contained shall be construed as affecting the rights or privileges previously or hereafter conferred by the Electric Company, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and the Electric Company shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing or future contracts and arrangements.

ARTICLE XII

TERM OF AGREEMENT

Section 12.1 This agreement shall become effective upon its execution and if not terminated in accordance with the provisions of Section 9.1 shall continue in effect for a term of not less than one (1) year. Either party may terminate the agreement at the end of said year or at any time thereafter by giving to the other party at least six (6) months written notice. Upon termination of the agreement in accordance with any of its terms, the Television Company shall immediately remove its cables, wires and appliances from all poles of the Electric Company. If not so removed, the Electric Company shall have the right to remove them at the cost and expense of the Television Company and without any liability therefor. The Electric Company shall deliver to the Television Company any equipment so removed upon termination of this agreement, upon the payment of the cost of removal, cost of storage and delivery and all other amounts then due the Electric Company.

ARTICLE XIII

ASSIGNMENTS OF RIGHTS

Section 13.1 The Television Company shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Electric Company.

Section 13.2 No use, however extended, of the Electric Company's poles under this agreement, shall create or vest in the Television Company any ownership or property rights in said poles, but the Television Company's rights therein shall remain those of a mere licensee. Nothing herein contained shall be construed to compel the Electric Company to maintain any of said poles for a period longer than demanded by its own service requirements. The Electric Company reserves the right to deny the licensing of poles to the Television Company.

ARTICLE XIV

WAIVER OF TERMS OR CONDITIONS

Section 14.1 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.

In witness whereof, the parties hereto have caused these presents to be executed, and their corporate seals to be affixed thereto, by their respective officers thereunto duly authorized, on the day, month and year first above written.

Signed, Sealed and Delivered
in the Presence of:

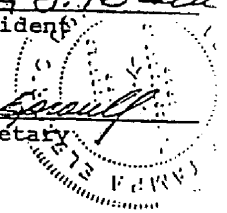
Justin W. Jr.
Nancy J. Eakens

Bonnie D. Williams
Carlynn A. Procdi

TAMPA ELECTRIC COMPANY

By Lucien S. Black
President

Attest:
By F. E. Spaulf
Assistant Secretary



THE HILLSBOROUGH CATV, INC.

By A. V. R.
President

Attest:
By [Signature]
Secretary

EXHIBIT A

ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
HILLSBOROUGH CATV, INC. - TAMPA ELECTRIC COMPANY

Application and Permit

_____, _____ 19__

In accordance with the terms of agreement dated _____
19__, application is hereby made for license to make attachments to the
following poles:

Location: City _____ County _____ Florida

Pole
Number _____ Pole Locations (Describe Fully) _____

HILLSBOROUGH CATV, INC.

By _____

Title _____

License granted _____, 19__, subject to your approval of the
following changes and rearrangements: _____

at an estimated cost to you of \$ _____ payable in advance

License denied under Section 13.2, _____, 19__

Permit No. _____

Total Previous Poles _____

Poles This Permit _____

New Total _____

By _____

Title _____

TAMPA ELECTRIC COMPANY

The above changes and rearrangements approved
and advance payment therefore enclosed

By _____

Title _____

EXHIBIT B

ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
HILLSBOROUGH CATV, INC. - TAMPA ELECTRIC COMPANY

Notification of Removal by Television Company

_____, 19____

In accordance with the terms of agreement dated _____
19____, kindly cancel from your records the following poles covered by
Permit No. _____ from which attachments were removed on _____
19____.

Location: City _____ County _____ Florida

Pole Number	Permit No.	Pole Location
----------------	------------	---------------

HILLSBOROUGH CATV, INC.

By _____

Title _____

Notice Acknowledged

By _____

Title _____

TAMPA ELECTRIC COMPANY

_____, 19____

Notice No. _____

Total Poles Discontinued This Notice _____

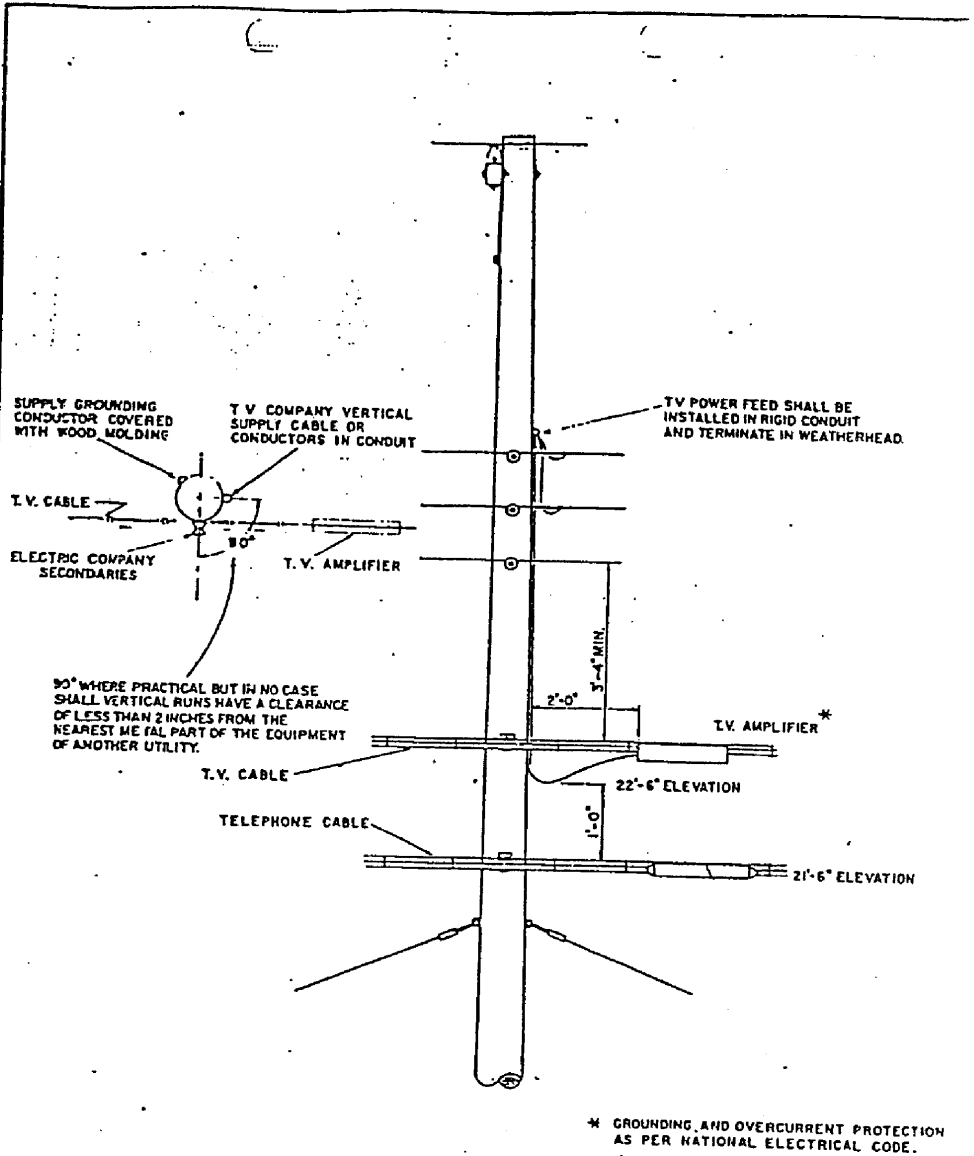
Poles Previously Vacated _____

Total Poles Vacated To Date _____

EXHIBIT C

SCHEDULE OF REQUIRED BOND COVERAGE

<u>Number of Attachments</u>	<u>Amount of Coverage</u>
0-500	\$10,000
501-1000	20,000
1001-1500	30,000
1501-2000	40,000
2001-2500	50,000
Over 2500	70,000



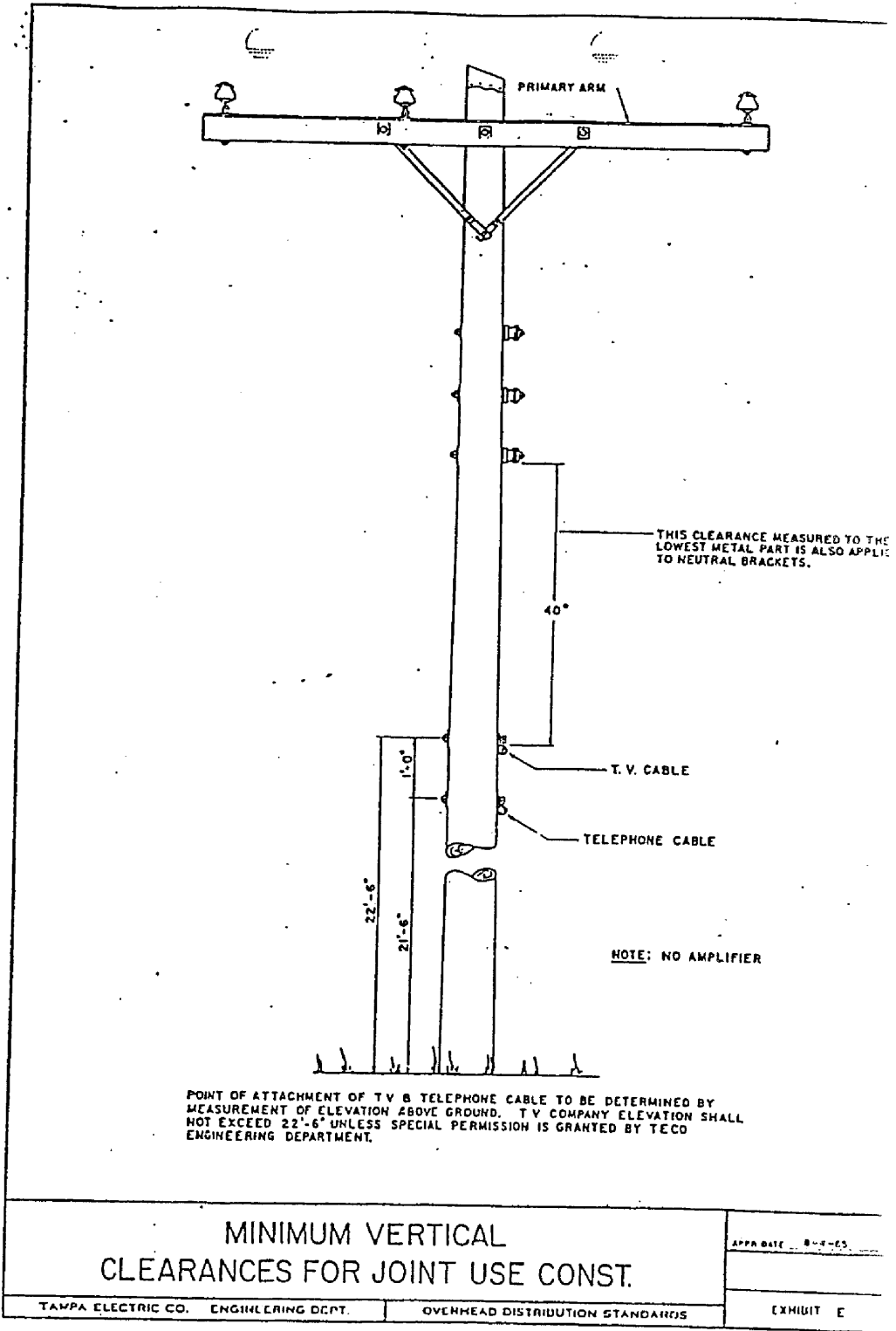
MINIMUM VERTICAL & HORIZONTAL CLEARANCES FOR JOINT USE CONST.

APPR DATE 8-4-65

TAMPA ELECTRIC CO. ENGINEERING DEPT.

OVERHEAD DISTRIBUTION STANDARDS

EXHIBIT D



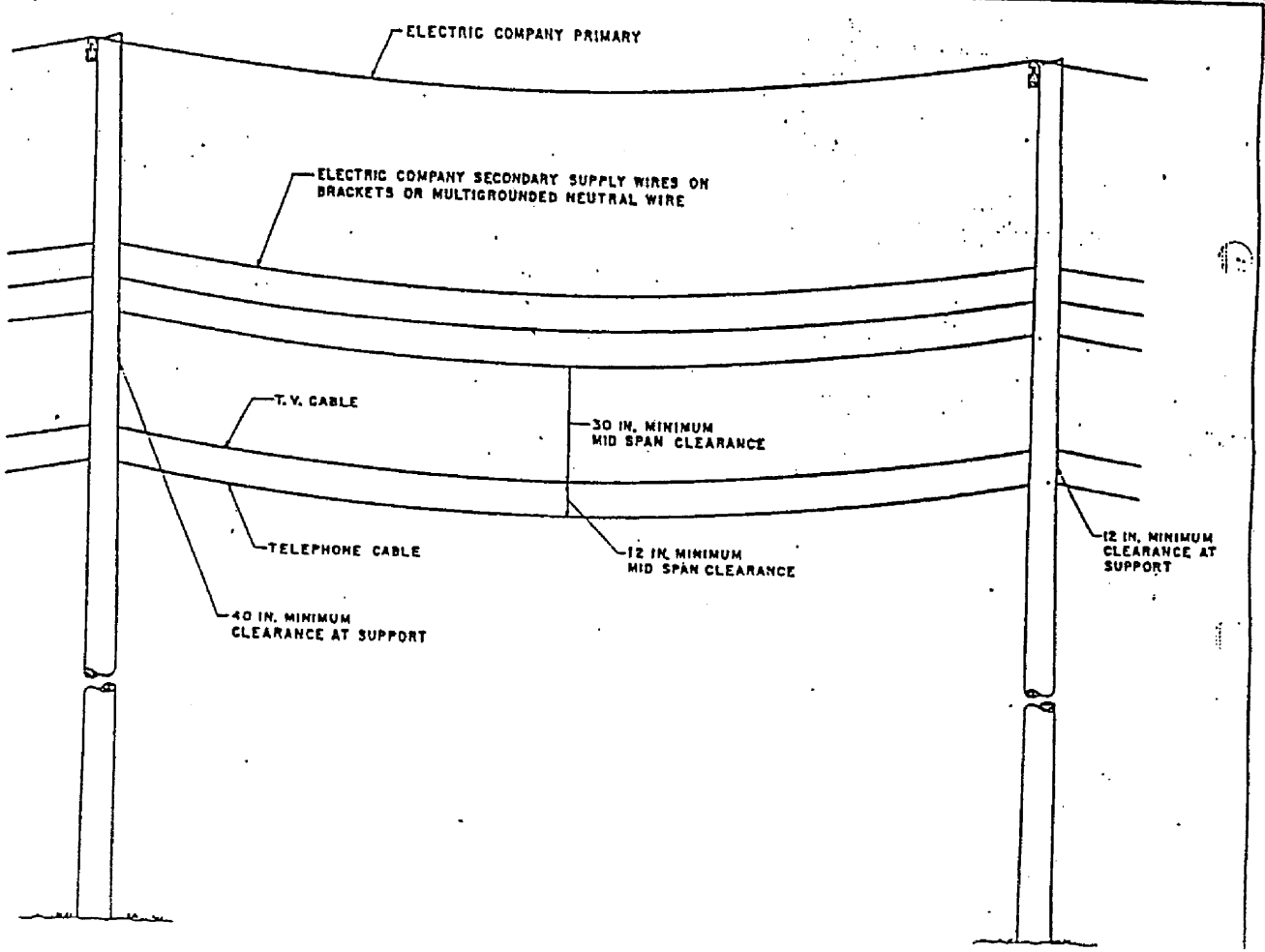
MINIMUM VERTICAL CLEARANCES FOR JOINT USE CONST.

APPR DATE ... 8-2-65

TAMPA ELECTRIC CO. ENGINEERING DEPT.

OVERHEAD DISTRIBUTION STANDARDS

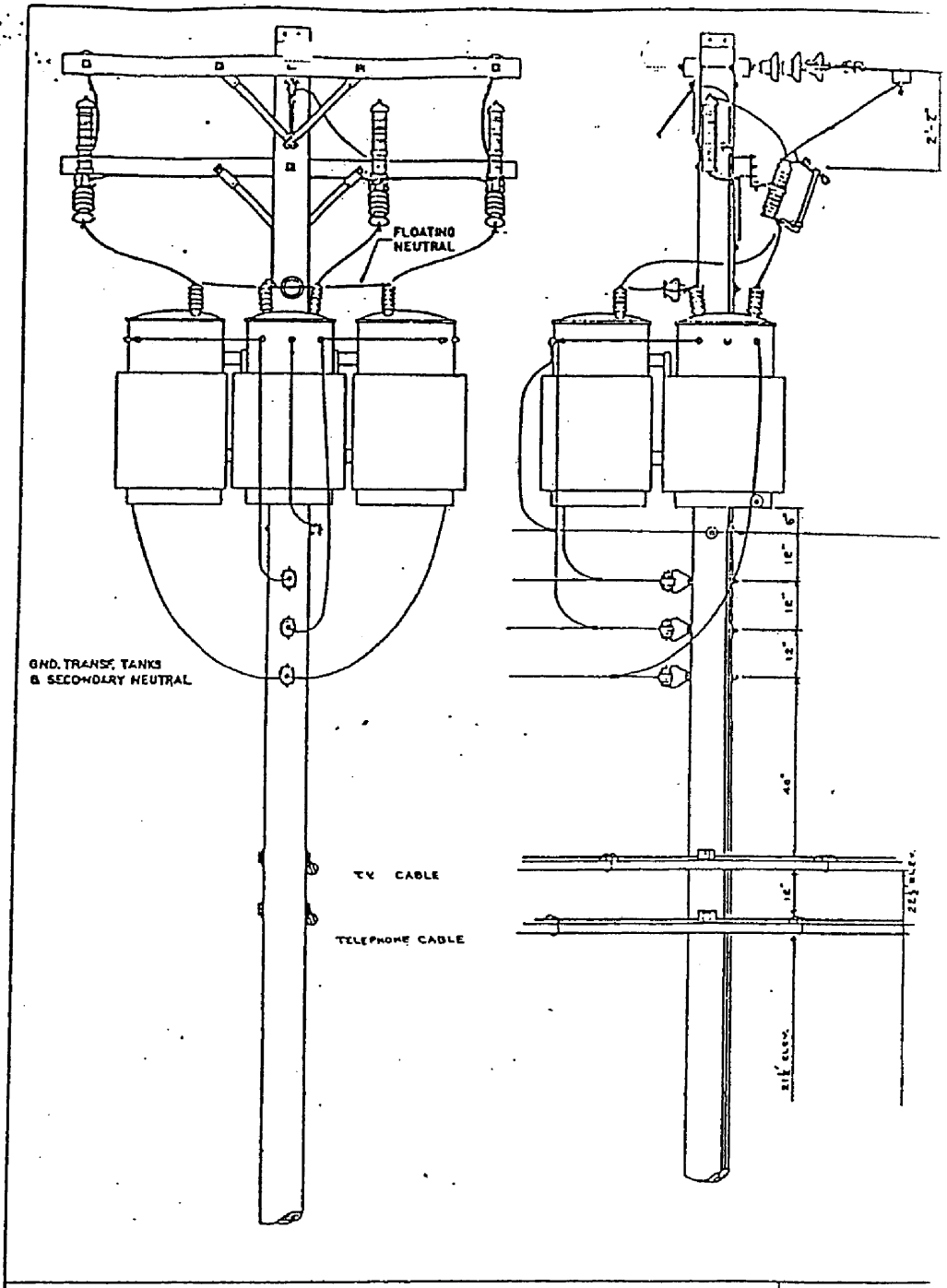
EXHIBIT E



CLEARANCE FOR T.V. CABLES & TELEPHONE
PARALLELING OTHER WIRES

TAMPA ELECTRIC CO. ENGINEERING DEPT. OVERHEAD DISTRIBUTION STANDARDS

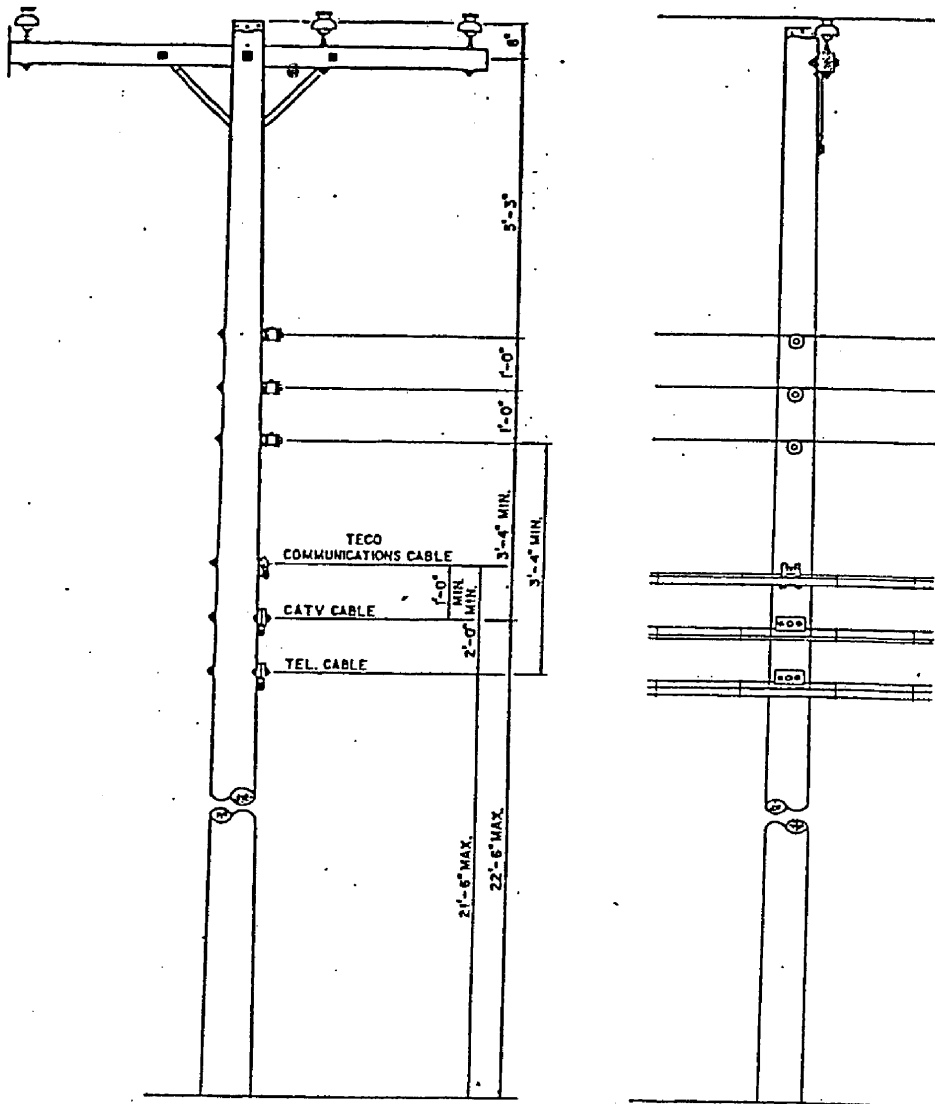
APPRO DATE: 8-4-55
EXHIBIT 7



ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM		DATE 8-4-65
TO DISTRIBUTION POWER POLES		
TAMPA ELECTRIC CO. ENGINEERING DEPT.	OVERHEAD DISTRIBUTION STANDARDS	EXHIBIT I

NOTES-

- 1- CABLE CLEARANCE MEASUREMENTS SHALL BE TAKEN FROM LOWEST SECONDARY AND FROM GROUND. HIGHEST ELEVATION SHALL BE USED.
- 2- THE CATV CABLE ELEVATION MAY BE LOWER WHEN APPROVED BY THE TELEPHONE CO.
- 3- ELEVATIONS MAY BE LOWERED IF CODE CLEARANCE PERMITS AND UPON THE MUTUAL AGREEMENT OF ALL CABLE OWNERS.
- 4- TECO COMMUNICATIONS CABLE, CATV CABLE, AND TEL. CABLE SHALL BE MOUNTED ON THE SAME SIDE OF POLE AS TECO SECONDARY.
- 5- TECO COMMUNICATIONS CABLE SHALL BE MOUNTED AT AN ELEVATION OF 23'-6" OR AS SPECIFIED BY ENGINEERING DEPT.



STD'S SUP. *See drawing*
 APPR DATE 3-12-68
 SUPERSEDED
 DATED

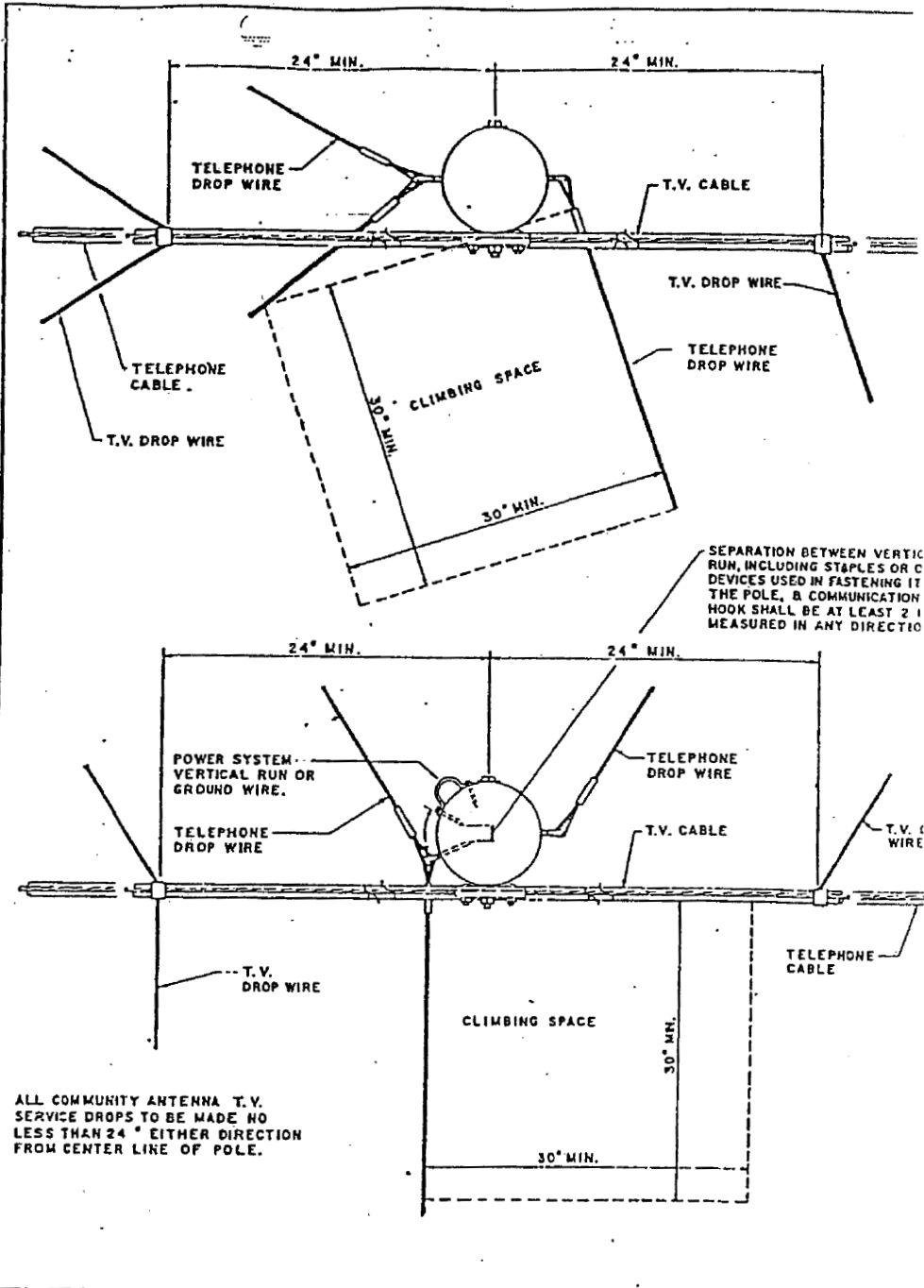
**CLEARANCES FOR JOINT CONSTRUCTION ALONG
TECO COMMUNICATIONS CABLE ROUTE**

EXHIBIT I

TAMPA ELECTRIC CO. ENGINEERING DEPT.

OVERHEAD DISTRIBUTION STANDARDS

HCR DIST ENG *Ed. Nelson* 8/25/64



CLIMBING SPACE
THROUGH TELEPHONE AND T.V. DROP WIRES

APPR DATE 8-1-55

AMENDMENT TO ATTACHMENT AGREEMENT,
DATED SEPTEMBER 30, 1969, BETWEEN TAMPA
ELECTRIC COMPANY AND HILLSBOROUGH CATV, INC.

THIS AMENDMENT to the Attachment Agreement, dated September 20, 1969, between Tampa Electric Company, a Florida corporation, and Hillsborough CATV, Inc., a Florida corporation, made and entered into this ____ day of November, 1979, by and between Tampa Electric Company, a Florida corporation, (the "Electric Company") and Teleprompter Corporation, a New York corporation, and its operating subsidiary, Teleprompter Southeast, Inc., an Alabama corporation, as successors in interest to Hillsborough CATV, Inc., a Florida corporation, (collectively, the "Television Company").

W I T N E S S E T H :

WHEREAS, on September 30, 1969, the Electric Company and the Television Company entered into the Attachment Agreement (the "Attachment Agreement"), a copy of which is attached hereto as Exhibit "A;" and

WHEREAS, the Attachment Agreement is still in effect in accordance with its original terms and conditions; and

WHEREAS, beginning in July of 1977, the Electric Company and the Television Company became involved in a dispute as to the amount by which the Electric Company could increase the CATV rate per pole in accordance with Article VIII of the Attachment Agreement; and

WHEREAS, the Electric Company and the Television Company have recently entered into a settlement agreement (the "Settlement Agreement") in order to settle the dispute between them; and

WHEREAS, by the terms of the Settlement Agreement, the Electric Company and the Television Company have agreed to amend

Articles VII and VIII of the Attachment Agreement to specify the CATV rate per pole which the Electric Company will charge the Television Company for the period commencing September 1, 1976; and

WHEREAS, the Electric Company and the Television Company now wish to amend Articles VII and VIII of the Attachment Agreement in accordance with the Settlement Agreement;

NOW, THEREFORE, in consideration of the premises, the Electric Company and the Television Company hereby amend Articles VII and VIII of the Attachment Agreement to read as follows:

ARTICLE VII
RENTAL, DEPOSIT AND PROCEDURE FOR PAYMENT

Section 7.1 The Television Company shall pay to the Electric Company for attachments made to poles under this Agreement, a rental at the rate of Five Dollars and Fifty Cents (\$5.50) per pole per year (the "CATV Rate") until August 31, 1976, and shall thereafter pay to the Electric Company for attachments made to poles under this Agreement, rentals at the CATV Rates specified in Article VIII of this Agreement. Said rental shall be payable semi-annually in advance on the first day of January and the first day of July each year during which this Agreement remains in effect and is deemed delinquent ten days thereafter. Semi-annual rental payments shall be based upon the number of poles on which CATV is attached on the first day of June and the first day of December, respectively. The rent for each new CATV attachment shall be such prorata amount as may be due for the use of the pole from the date of attachment to the next semi-annual payment date.

Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or the amplifier wattage for billing purposes.

ARTICLE VIII
PERIODICAL REVISION OF ATTACHMENT RENTAL RATE

Section 8.1 The CATV Rate shall increase to Eight Dollars (\$8.00) for the period beginning September 1, 1976, and ending December 31, 1979; to Eight Dollars and Sixty-Four Cents (\$8.64) for the calendar year 1980; to Nine Dollars and Thirty-Three Cents (\$9.33) for the calendar year 1981; and to Ten Dollars and Eight Cents (\$10.08) for the

calendar year 1982. Thereafter the CATV Rate shall be adjusted, up or down, as the case may be, but never to an amount lower than Ten Dollars and Eight Cents (\$10.08), as of the first day of each succeeding calendar year in accordance with changes in the Consumer Price Index for all Urban Consumers (the "Index"), published by the Bureau of Labor Statistics, United States Department of Labor (the "BLS"). The actual CATV Rate for the calendar year 1983 and each succeeding calendar year shall be an amount equal to the product of the Index most recently published prior to the beginning of the calendar year for which the adjustment is being made, multiplied by Ten Dollars and Eight Cents (\$10.08), divided by the Index most recently published prior to the beginning of the calendar year 1982. If the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published prior to the beginning of the calendar year 1983, then the Electric Company and the Television Company shall agree on some other index serving the same purpose to determine the CATV Rate for the calendar year 1983 and each succeeding calendar year. If the Index as now constituted, compiled and published after the beginning of the calendar year 1983, then the Electric Company and the Television Company shall request the BLS to furnish them with a statement converting the Index published most recently prior to the beginning of the calendar year 1982 to a figure that would be comparable in another index published by BLS, and shall use such other index to determine the CATV Rate for each calendar year beginning after the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published, provided that if the Electric Company and the Television Company shall be unable to secure an appropriate conversion figure from the BLS, they shall agree on some other index serving the same purpose to determine the CATV Rate for each calendar year beginning after the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published.

Section 8.2 Anything herein to the contrary notwithstanding, if either the Florida Public Service Commission (the "PSC") or the Federal Communications Commission (the "FCC") shall hereafter regulate pole attachment agreements such as this agreement, and shall establish the rates or range of rates that the Electric Company may thereafter charge the Television Company, the CATV Rate, for the period commencing with the date of which the PSC or the FCC establishes such rates or range of rates and continuing for such time as the PSC or the FCC regulates pole attachment agreements such as this agreement, shall be the highest lawful rate from time to time established or permitted by the PSC or the FCC, provided that nothing herein shall preclude either the Electric Company or the Television Company from challenging the lawfulness of any rate from time to time established or permitted by the PSC or the FCC. The Electric

Company and the Television Company acknowledge that the FCC already regulates pole attachment agreements such as this agreement in states which do not themselves regulate such agreements and has already established a range of rates which utility companies such as the Electric Company may charge cable TV companies such as the Television Company; that the PSC has determined that it has jurisdiction to regulate pole attachment agreements such as this agreement in the State of Florida and has certified to the FCC that it does regulate pole attachment agreements such as this agreement in the State of Florida; that the Television Company has appealed the PSC's determination that it has jurisdiction to regulate pole attachment agreements such as this agreement in the State of Florida to the Florida Supreme Court; and that the Television Company's appeal is still pending before the Florida Supreme Court; and agree that if the Florida Supreme Court determines that the PSC does not have jurisdiction to regulate pole attachment agreements such as this agreement in the State of Florida, such that the range of rates established by the FCC becomes applicable to this agreement, then the CATV Rate for the period commencing with the date the Florida Supreme Court renders its determination, but not before, and continuing for such time as the FCC regulates pole attachment agreements such as this agreement in the State of Florida, shall be the highest lawful rate from time to time established or permitted by the FCC.

Section 8.3. The Television Company specifically waives any claim or defense which it may now or hereafter have or claim to have relating to the reasonableness or fairness of the CATV Rate or Rates provided for herein, provided that nothing herein shall preclude the Television Company from advocating that a different rate is fair and reasonable in any proceedings which the PSC or the FCC may conduct for the purpose of establishing, by regulation, the rate or range of rates which the Electric Company may charge the Television Company for pole attachments.

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

Signed, sealed, and delivered
in the presence of:

TAMPA ELECTRIC COMPANY

By _____

ATTEST:

Signed, sealed, and delivered
in the presence of:

Signed, sealed, and delivered
in the presence of:

TELEPROMPTER CORPORATION

By _____

ATTEST:

TELEPROMPTER SOUTHEAST, INC.

By _____

ATTEST:

R E L E A S E

TELEPROMPTER CORPORATION, a New York corporation, and its operating subsidiary, TELEPROMPTER SOUTHEAST, INC., an Alabama corporation, for and in consideration of the sum of \$10.00 and other valuable consideration paid or extended to it by or on behalf of TAMPA ELECTRIC COMPANY, a Florida corporation, the receipt and sufficiency of which consideration is hereby acknowledged, do hereby, for and on behalf of themselves and their successors and assigns, release and forever discharge TAMPA ELECTRIC COMPANY and its agents, successors, and assigns of and from any and all claims of any nature and character whatsoever, both at law and in equity, known or unknown, which they may have against TAMPA ELECTRIC COMPANY based upon events which occurred prior to the signing of this Release, including specifically, but without limitation, all claims and defenses which they may have against TAMPA ELECTRIC COMPANY under Section 2 of the Sherman Act, 15 USC §2, Section 13 etc. of the Robinson Patman Act, 15 USC §§13 etc., and other trade regulation laws of the United States and the State of Florida by reason of the execution and enforcement of that certain Attachment Agreement, dated September 30, 1969, between TAMPA ELECTRIC COMPANY and HILLSBOROUGH CATV, INC., as amended by that certain Amendment to Attachment Agreement, dated November __, 1979, between TAMPA ELECTRIC COMPANY and TELEPROMPTER CORPORATION and its operating subsidiary, TELEPROMPTER SOUTHEAST, INC., as successors in interest to HILLSBOROUGH CATV, INC., (the "Attachment Agreement") or otherwise, provided that nothing contained herein shall impair the continuing validity and enforceability of the Attachment Agreement.

ATTACHMENT AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
COAXIAL COMMUNICATIONS OF THE SUNCOAST, INC.

Section 0.1 THIS AGREEMENT, made and entered into this 27th day of Feb. 1980 by and between Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company," and Coaxial Communications of the Suncoast Incorporated, a Florida Corporation, herein referred to as the "Television Company."

W I T N E S S E T H

Section 0.2 WHEREAS, the Television Company proposes to furnish television distribution service to residents of Temple Terrace, Florida, and surrounding service area, and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served and desires to attach such cables, wires and appliances to poles of the Electric Company.

Section 0.3 WHEREAS, the Electric Company is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appliances (excluding climbing aids), to its existing poles where, in its judgment, such use will not interfere with its own service requirements, including consideration of economy and safety.

Section 0.4 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto for themselves and for their successors and assigns do hereby mutually covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 This agreement shall be in effect inside the city limits of Temple Terrace, and the surrounding unincorporated area of Hillsborough County, Florida where the Electric Company and the Television Company provide distribution service.

Section 1.2 The Electric Company reserves the right to deny the attachments of cables, wires and appliances by the Television Company to the Electric Company's poles which have been installed for purposes

other than or in addition to normal distribution of electric service including, among others, poles which in the judgement of the Electric Company (i) are required for the sole use of the Electric Company; (ii) would not readily lend themselves to attachments by the Television Company because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party.

Section 1.3 Pursuant to the right provided for in the foregoing section, the Electric Company hereby excludes its poles used to support its transmission lines (lines with voltage in excess of 15 KV) without special written permission from the Electric Company.

Section 1.4 The Electric Company hereby excludes concrete poles, metal poles (including aluminum), and painted wooden poles which have been installed primarily for improving the appearance of the overhead line. The Electric Company reserves the right upon thirty days' written notice to require the removal of the Television Company's facilities from pole lines which are being rebuilt in areas where improved appearance of the overhead line is of prime consideration.

ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

Section 2.1 Before making attachment to any pole or poles of the Electric Company, the Television Company shall make application and receive a permit therefor in the form of Exhibit A, hereto attached and made a part hereof.

Section 2.2 The Television Company shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to the Electric Company and so as not to conflict with the use of said poles by the Electric Company, or by other utility companies using said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon. The Television Company shall at any time, at its own expense, upon

notice from the Electric Company, relocate, replace or renew its facilities placed on said poles, or transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by the Electric Company; provided, however, that in cases of emergency, the Electric Company may arrange to relocate, replace or renew the facilities placed on said poles by the Television Company, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon or for the service needs of the Electric Company, and the Television Company shall, on demand, reimburse the Electric Company for the expense thereby incurred. Nothing in this paragraph is to relieve the Television Company of maintaining adequate work forces readily at hand to promptly repair, service and maintain the Television Company's facilities where such condition is hindering the Electric Company's operations. All Television Company cable attachments will be made at an elevation of 22' 6". The Television Company is hereby advised that the telephone company has prior rights at an elevation of 21' 6". Any attachments made at an elevation less than 22' 6" requires release of the space from the telephone company.

Section 2.3 The Television Company's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, or any amendments or revisions of said Code. Drawings marked Exhibits D through I, inclusive, are attached hereto to illustrate required construction under certain typical conditions, where span lengths are not more than three-hundred fifty feet (350') and voltage between any conductor and ground does not exceed eight thousand seven hundred (8,700) volts. These drawings are intended to be illustrative only, and the specifications of the Electric Company and of the National Electrical Safety Code, as both are from time to time

amended or revised, shall prevail in all instances. All power supplies and amplifiers shall be strand-mounted and should be housed in metal boxes that are inconspicuous, functional, and as maintenance free as possible.

Section 2.4 In the event that any pole or poles of the Electric Company to which the Television Company desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Electric Company will indicate on said form of Exhibit A the changes necessary to provide adequate poles and the estimated cost thereof to the Television Company and return it to the Television Company and if the Television Company still desires to make the attachments and returns the form of Exhibit A marked to so indicate together with an advance payment to reimburse the Electric Company for the entire estimated cost and expense thereof, including the materials cost of larger poles (less the new materials cost of poles removed), cost of installation and removal, expense of engineering and administration, the expense of transferring the Electric Company's facilities from the old to the new poles, and the then current stores handling charge on materials, the Electric Company will replace such inadequate poles with suitable poles. Where the Television Company's desired attachment can be accommodated on present poles of the Electric Company by rearranging the Electric Company's facilities thereon, the Television Company will compensate the Electric Company in advance for the full estimated expense incurred in completing such rearrangements. The Television Company will also in advance reimburse the Owner or Owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of poles (guying) required to accommodate the attachments of the Television Company shall be provided by and at the expense of the Television Company and to the satisfaction of the Electric Company. The Television Company as far as practicable must use existing

guying and anchoring locations which have been established by the Electric Company. The Television Company shall not set intermediate poles under or in close proximity to the Electric Company's facilities. The Television Company may, however, request the Electric Company to set such intermediate poles, and line extension poles, as the Television Company may desire, and the Electric Company shall have the option to accept or reject such request. If such request is granted, the Television Company shall reimburse the Electric Company in advance for the full cost of setting and attaching to such pole or poles. If the Television Company chooses to install CATV cable on a pole line on which the Electric Company has an existing communication cable, the cost of make-ready for the Television Company by the Electric Company will include:

- (1) The cost of relocation of the Electric Company's communication cable from its present existing elevation to the standard elevation of 23' 6".
- (2) The cost of all other required pole changeouts and wire transfers as outlined above in this attachment agreement.

Section 2.5 The Electric Company reserves to itself, its successors and assigns, the right to maintain its 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 or any amendments or revisions of said Code and such specifications particularly applying to the Electric Company hereinbefore referred to. The Electric Company shall not be liable to the Television Company for any interruption to service of the Television Company or for interference with the operation of the cables, wires and appliances of the Television Company arising in any manner whatsoever.

Section 2.6 The Television Company shall exercise special precautions to avoid damage to facilities of the Electric Company and of others supported on said poles; and hereby assumes all responsibility for any and all loss for such damage caused by the Television Company. The Television Company shall make an immediate report to the Electric Com-

pany of the occurrence of any such damage and hereby agrees to reimburse the Electric Company for the expense incurred in making repairs. Damage to plant or facilities of the Television Company or damage to equipment of subscriber to the Television Company's service, arising from accidental contact with the Electric Company's energized conductors, shall be assumed by the Television Company.

ARTICLE III

EVIDENCE TO OPERATE FROM GOVERNMENT AND MUNICIPAL AUTHORITIES

Section 3.1 The Television Company shall submit to the Electric Company evidence, satisfactory to the Electric Company, of its authority to erect and maintain its facilities within public streets, highways, and other thoroughfares and shall secure any necessary consent from state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of the Electric Company which it desires to use.

ARTICLE IV

RIGHT-OF-WAY FOR TELEVISION COMPANY'S ATTACHMENTS

Section 4.1 It shall be the sole responsibility of the Television Company to obtain for itself such rights of way or easements as may be appropriate for the placement and maintenance of its attachments to the Electric Company's poles located on private property of third parties. While the Electric Company will cooperate with the Television Company in obtaining rights-of-way or easements, the Electric Company shall not be required to contact or negotiate with property owners or incur any expenses in connection therewith. No guarantee is given by the Electric Company of permission from property owners, municipalities or others for use of poles and rights-of-way easement by the Television Company, and if objection is made thereto and the Television Company is unable to satisfactorily adjust the matter within a reasonable time, the Electric Company may at any time upon thirty (30) days' notice in writing to the Television Company, require the Television Company to remove

its attachments from the poles involved and its appliances from the rights-of-way easement involved and the Television Company shall, within thirty (30) days after receipt of said notice, remove its attachments from said poles and its appliances from said right-of-way easement at its sole expense. Should the Television Company fail to remove its attachments and appliances, as herein provided, the Electric Company may remove them without liability for loss or damage and the Television Company shall reimburse the Electric Company for the expense incurred.

ARTICLE V

INSPECTION AND PAYMENT BOND

Section 5.1 The Electric Company, because of the importance of its service, reserves the right to inspect each new installation of the Television Company on its poles and in the vicinity of its lines or appliances and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of the entire plant of the Television Company; and the Television Company shall, on demand, reimburse the Electric Company for the expense of such inspections at the rate equal to the then current hourly rate of a journeyman lineman plus associated overhead expenses and vehicle expenses. The Electric Company reserves the right to approve the specifications of a minimum safety training program which shall be enforced by the Television Company. Such inspections and specifications, made or not, shall not operate to relieve the Television Company of any responsibility, obligation or liability assumed under this agreement. Inspection payments by the Television Company to the Electric Company, shall be limited to not more than one inspection payment per pole each calendar year during the period covered by the agreement.

Section 5.2 Bills for inspections, 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 of this agreement.

Section 5.3 For the purpose of guaranteeing payment of any sums which may become due to the Electric Company for rentals, inspections, or for work performed for the benefit of the Television Company under this agreement, as well as the cost of removal of attachments on terminations of this agreement under any of its provisions, the Television Company shall furnish to the Electric Company and maintain in force at all times an appropriate payment bond issued by a corporate surety acceptable to the Electric Company and authorized to do business in the State of Florida in the amount provided in the attached Schedule of Required Bond Coverage, Exhibit C, for the number of attachments at the time located on the Electric Company's poles.

ARTICLE VI

ABANDONMENT AND REMOVAL OF ATTACHMENTS

Section 6.1 The Television Company may at any time remove its attachments from any pole or poles of the Electric Company, but shall immediately give the Electric Company 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.

Section 6.2 Upon notice from the Electric Company to the Television Company that the use of any pole or poles is forbidden by municipal authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate and the cables, wires and appliances of the Television Company shall be removed at once from the affected pole or poles.

ARTICLE VII

RENTAL AND PROCEDURE FOR PAYMENTS

Section 7.1 The Television Company shall pay to the Electric Company, for attachments made to poles under this agreement, a rental at the rate of \$8.64 for the calendar year 1980 and shall thereafter pay the Electric Company for attachments made to poles under this agreement, rentals at the CATV rates specified in Article VIII of this agreement. Said rental shall be payable semi-annually in advance on the first day of January and the first day of July of each year during which this agreement remains in effect and is deemed delinquent ten (10) days thereafter.

Semi-annual rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of June and the first day of December, respectively. The rent for each new CATV attachment shall be such pro rata amount as may be due for the use of the pole from the date of attachment to the next semi-annual payment date.

Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or the amplifier wattage for billing purposes.

ARTICLE VIII

PERIODICAL REVISION OF ATTACHMENT RENTAL RATE

Section 8.1 The CATV rate shall increase to \$9.33 for the calendar year 1981 and to \$10.08 for the calendar year 1982. Thereafter the CATV rate shall be adjusted, up or down, as the case may be, but never to an amount lower than Ten Dollars and Eight Cents (\$10.08), as of the first day of each succeeding calendar year in accordance with changes in the Consumer Price Index for all Urban Consumers (the "Index"), published by the Bureau of Labor Statistics, United States Department of Labor, (the "BLS"). The actual CATV rate for the calendar year 1983 and each succeeding calendar year shall be an amount equal to the product of the Index most recently published prior to the beginning of the calendar year for which the adjustment is being made, multiplied by

Ten Dollars and Eight Cents (\$10.08), divided by the Index most recently published prior to the beginning of the calendar year 1982. If the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published prior to the beginning of the calendar year 1983, then the Electric Company and the Television Company shall agree on some other index serving the same purpose to determine the CATV rate for the calendar year 1983 and each succeeding calendar year. If the Index as now constituted, compiled and published shall be revised or ceases to be compiled and published after the beginning of the calendar year 1983, then the Electric Company and the Television Company shall request the BLS to furnish them with a statement converting the Index published most recently prior to the beginning of the calendar year 1982 to a figure that would be comparable in another index published by BLS, and shall use such other index to determine the CATV rate for each calendar year beginning after the Index, as now constituted, compiled and published, provided that if the Electric Company and the Television Company shall be unable to secure an appropriate conversion figure from the BLS, they shall agree on some other index serving the same purpose to determine the CATV rate for each calendar year beginning after the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published.

ARTICLE IX

DEFAULTS

Section 9.1 If the Television Company shall fail to comply with any one of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the Electric Company to correct such default or noncompliance, the Electric Company may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or noncompliance shall have occurred. In case of such termination, no prepaid rentals shall be refunded.

ARTICLE X

LIABILITY AND INSURANCE REQUIREMENTS

Section 10.1 The Television Company hereby assumes full responsibility and liability for all work and labor necessary to attach cables, wires and appliances to poles of the Electric Company and for the removal of the same in accordance with other provisions of this contract.

Section 10.2 For \$10.00 and other specific valuable consideration, the Television Company hereby assumes full responsibility for, and agrees to indemnify and save the Electric Company harmless from and against, all liabilities, claims for damages and suits for or by reason of any injury to any person or persons, or damage to any property of any kind whatsoever, whether the property of the parties hereto or of third persons, from any and all cause or causes whatsoever, occasioned by or in any way connected with the installation, inspection, maintenance, existence or removal of any attachment of the Television Company or any act, omission or thing in any manner related to this agreement, irrespective of negligence, actual or claimed, upon the part of the Electric Company, its agents or employees; the obligation of the Television Company to indemnify the Electric Company shall include all charges, expenses and costs, including attorneys' fees, incurred by the Electric Company on account of or by reason of any such injuries, damages, liabilities, claims, suits or losses, and all damages growing out of the same, but shall be limited to the amount of any policies of insurance then in effect as indemnification relates to negligence claimed on the part of the Electric Company.

_____ and Television Company agrees to procure and constantly maintain in force at its expense, in companies satisfactory to the Electric Company, policies of insurance with minimum limits as follows:

- (1) Workmen's Compensation and Employers' Liability Insurance for all of the Television Company's employees. If any of the work is sublet to a contractor, the Television Company shall require the contractor to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under the Television Company's insurance.
- (2) General Liability Bodily Injury Insurance of \$200,000 for any one person and \$500,000 for any one accident.
- (3) General Liability Property Damage Insurance of \$50,000 for any one accident and \$100,000 in the aggregate.
- (4) If any of the work is sublet to a contractor, Owner's Protective Liability Insurance, covering claims for bodily injury or death and damages to property of others, to the full limits specified in (2) and (3) above, showing both the Electric Company and the Television Company as Owners.
- (5) Automobile Liability Bodily Injury Insurance (covering owned, hired and all classes of non-owned vehicles) of \$200,000 for any one person and \$500,000 for any one accident.
- (6) Automobile Liability Property Damage Insurance (covering owned, hired and all classes of non-owned vehicles) of \$25,000 for any one accident.
- (7) Contractual Liability Insurance to the full limits of, and for the liabilities insured under, above policies, and expressly including the liabilities assumed by the Television Company under the indemnity clause set forth as Section 10.2 above.

Section 10.4 Prior to the Television Company making any attachments to poles of the Electric Company, the Television Company shall furnish the Electric Company certificates of the Television Company's insurance carrier showing that the Television Company carries the requisite insur-

ance and that the policies, issued in accordance with the requirements 2, 3, 4, and 7 of Section 10.3 have been endorsed to show the Electric Company as an additional assured. Said certificates shall also provide that such insurance shall not be terminated, changed or endorsed except upon thirty (30) days written notice thereof to the Electric Company.

ARTICLE XI

EXISTING RIGHTS OF OTHER PARTIES

Section 11.1 Nothing herein contained shall be construed as affecting the rights or privileges previously or hereafter conferred by the Electric Company, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and the Electric Company shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing or future contracts and arrangements.

ARTICLE XII

TERM OF AGREEMENT

Section 12.1 This agreement shall become effective upon its execution and if not terminated in accordance with the provisions of Section 9.1 shall continue in effect for a term of not less than one (1) year. Either party may terminate the agreement at the end of said year or at any time thereafter by giving to the other party at least six (6) months written notice. Upon termination of the agreement in accordance with any of its terms, the Television Company shall immediately remove its cables, wires and appliances from all poles of the Electric Company. If not so removed, the Electric Company shall have the right to remove them at the cost and expense of the Television Company and without any liability therefor. The Electric Company shall deliver to the Television Company any equipment so removed upon termination of this agreement, upon the payment of the cost of removal, cost of storage and delivery and all other amounts then due the Electric Company.

ARTICLE XIII

ASSIGNMENTS OF RIGHTS

Section 13.1 The Television Company shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Electric Company.

Section 13.2 No use, however extended, of the Electric Company's poles, under this agreement, shall create or vest in the Television Company any ownership or property rights in said poles, but the Television Company's rights therein shall remain those of a mere licensee. Nothing herein contained shall be construed to compel the Electric Company to maintain any of said poles for a period longer than demanded by its own service requirements. The Electric Company reserves the right to deny the licensing of poles to the Television Company.

ARTICLE XIV

WAIVER OF TERMS OR CONDITIONS

Section 14.1 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.

In witness whereof, the parties hereto have caused these presents to be executed, and their seals to be affixed thereto, by their respective officers or partners thereunto duly authorized, on the day, month, and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Glendon W. Cook

Karen J. Fiechel

Maithy A. Bone

Jo Cochran

TAMPA ELECTRIC COMPANY

BY [Signature]
Vice President

ATTEST:

BY [Signature]
Asst. Secretary

COAXIAL COMMUNICATIONS OF THE
SUNCOAST, INC.

BY [Signature]
Vice-President

ATTEST:

BY [Signature]
Secretary

This instrument was prepared by
Glendon W. Cook
TAMPA ELECTRIC COMPANY
P. O. Box 111
Tampa, Florida 33601

EXHIBIT A

ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
COAXIAL COMMUNICATIONS OF THE SUNCOAST, INC. - TAMPA ELECTRIC COMPANY

Application & Permit

_____ 19 ____

In accordance with the terms of agreement dated _____,
19 ____, application is hereby made for permit to make attachments
to the following poles:

Location: City _____ County _____ Florida

Pole
Number _____ Pole Locations (Describe Fully) _____

COAXIAL COMMUNICATIONS OF THE SUNCOAST, INC.

BY _____

TITLE _____

Permit granted _____, 19 ____, subject to your approval of the
following changes and rearrangements: _____

at an estimated cost to you of \$ _____ payable in advance.

Permit denied under Section 13.2, _____, 19 __.

Permit No. _____
Total Previous Poles _____ BY _____
Poles This Permit _____ TITLE _____
New Total _____ TAMPA ELECTRIC COMPANY

The above changes and rearrangements approved
and advance payment therefore enclosed

BY _____

TITLE _____

COAXIAL COMMUNICATIONS OF THE SUNCOAST, INC.

EXHIBIT B

ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
COAXIAL COMMUNICATIONS OF THE SUNCOAST, INC. - TAMPA ELECTRIC COMPANY

Notification of Removal by Television Company

_____, _____ 19 ____

In accordance with the terms of agreement dated _____,
19 ____, kindly cancel from your records the following poles covered
by Permit No. _____ from which attachments were removed on
_____, 19 ____.

Location: City _____ County _____ Florida

Pole Number	Permit No.	Pole Location

COAXIAL COMMUNICATIONS OF THE SUNCOAST, INC

BY _____

TITLE _____

Notice Acknowledged BY _____

_____, 19 ____ TITLE _____

TAMPA ELECTRIC COMPANY

Notice No. _____

Total Poles Discontinued This Notice _____

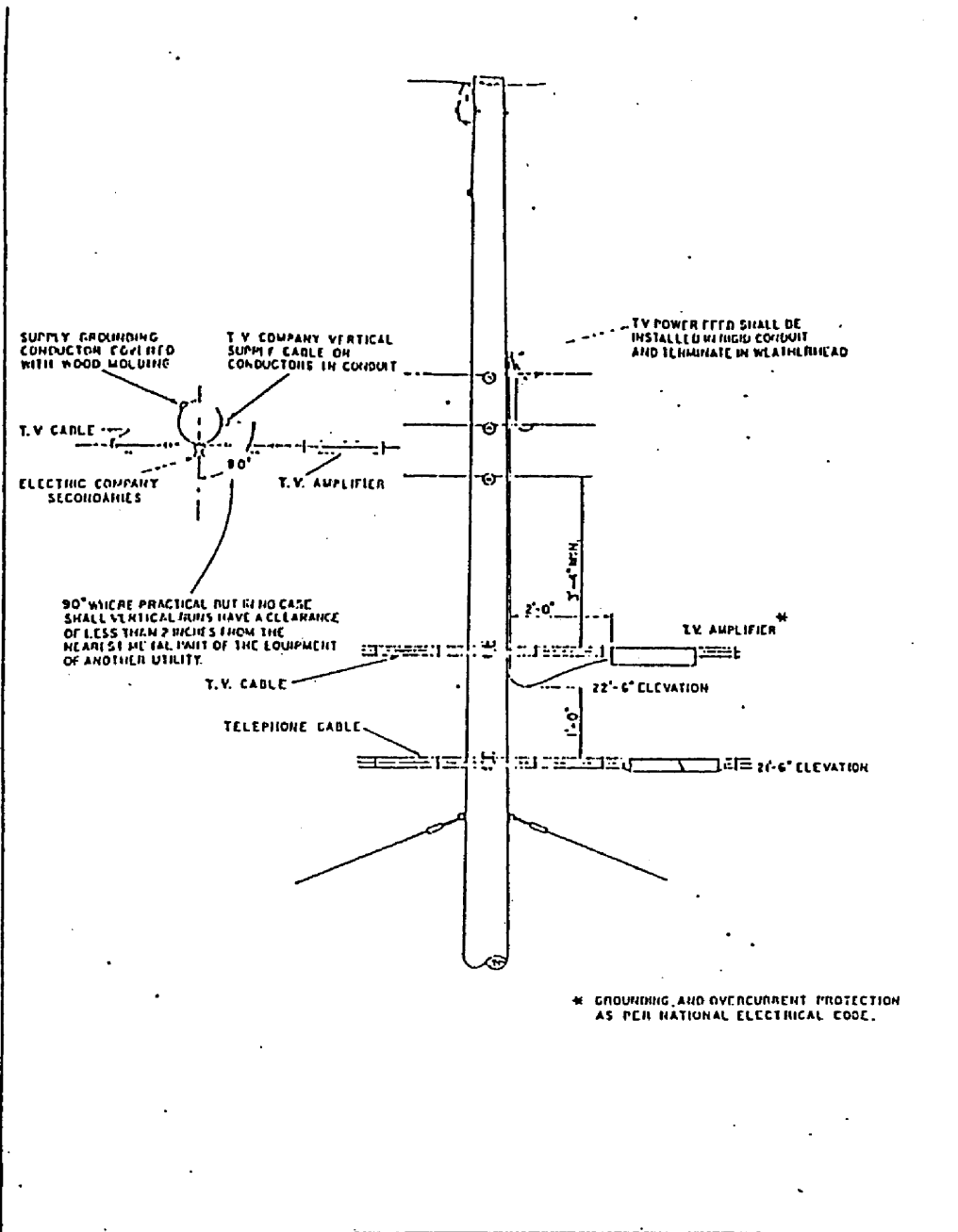
Poles Previously Vacated _____

Total Poles Vacated To Date _____

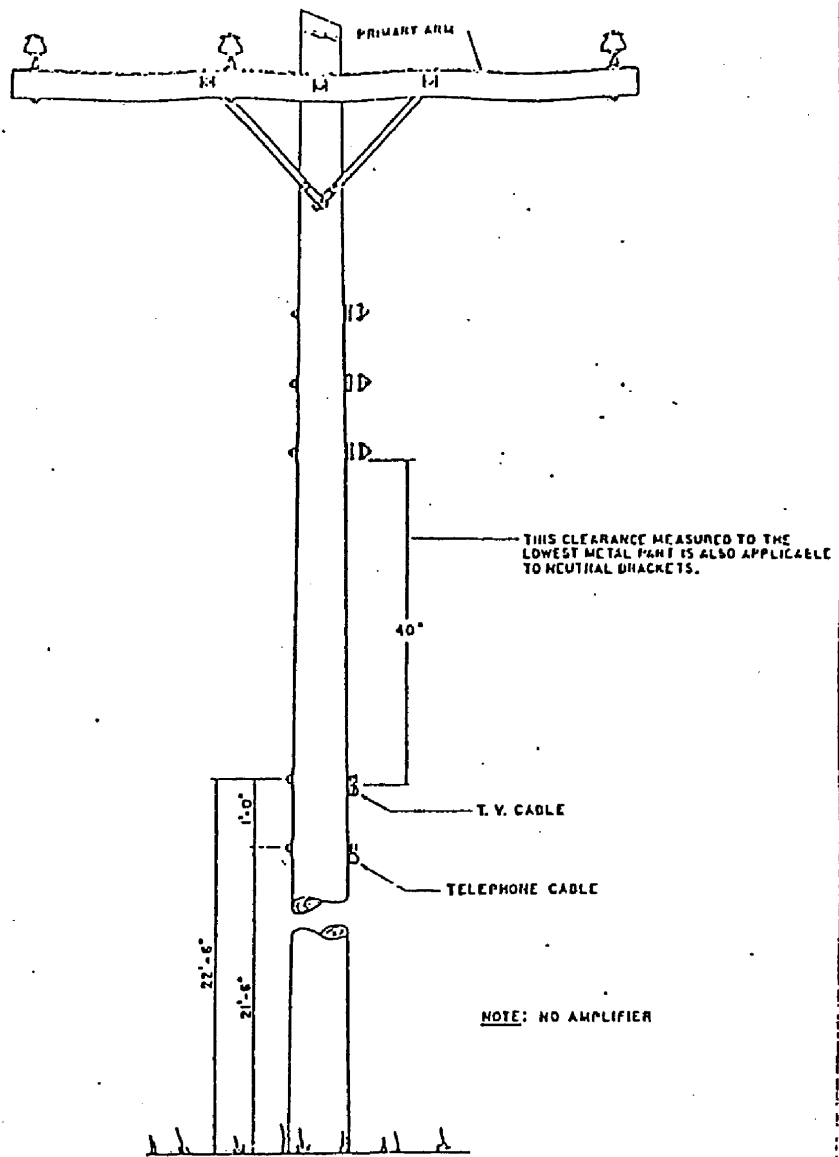
EXHIBIT C

SCHEDULE OF REQUIRED BOND COVERAGE

<u>Number of Attachments</u>	<u>Amount of Coverage</u>
0-500	\$10,000
501-1000	20,000
1001-1500	30,000
1501-2000	40,000
2001-2500	50,000
Over 2500	70,000



<p>MINIMUM VERTICAL & HORIZONTAL CLEARANCES FOR JOINT USE CONST.</p>		APPR DATE 8-4-65
		EXHIBIT D
TAMPA ELECTRIC CO	ENGINEERING DEPT	DESIGN AND SUPERVISION DEPARTMENT



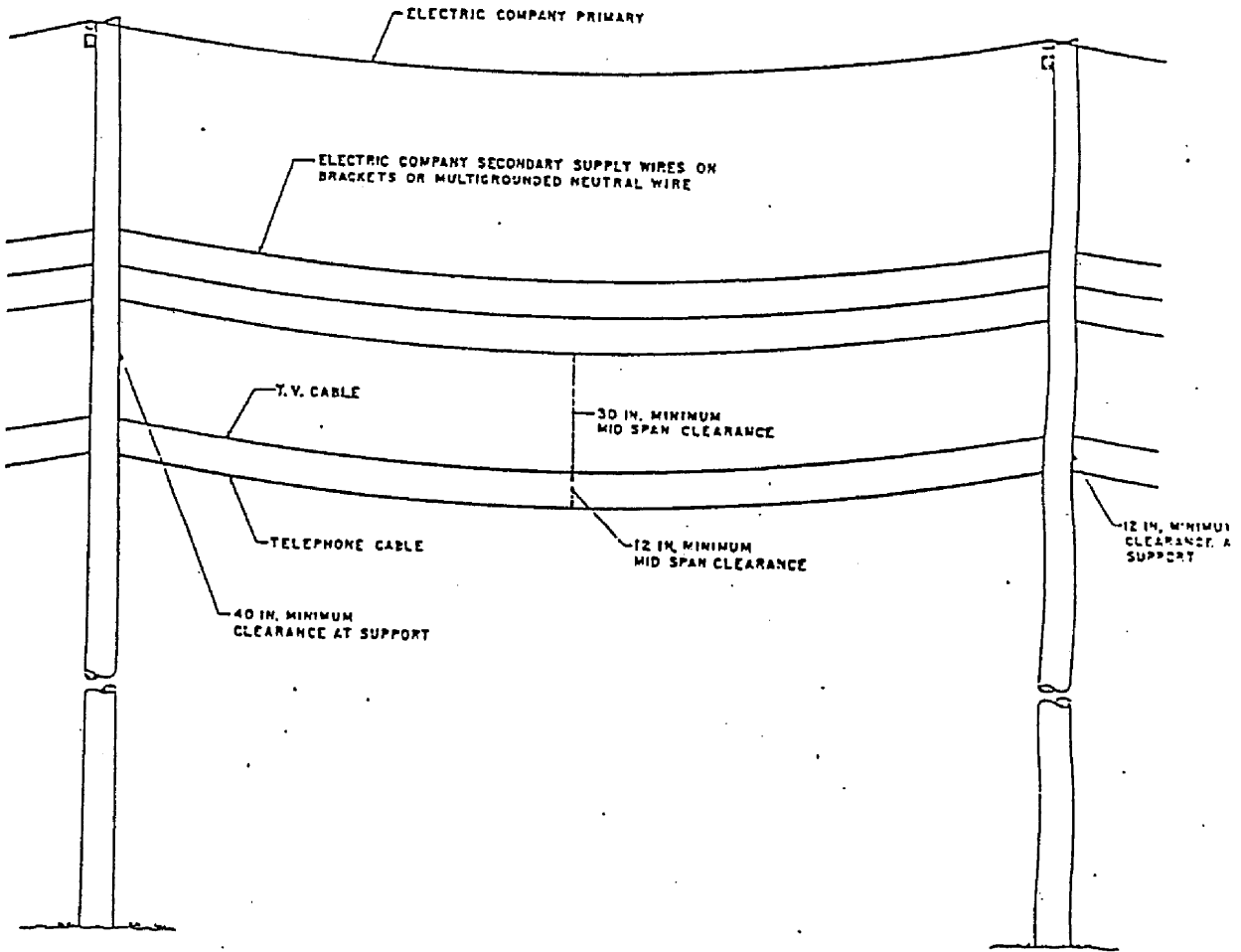
POINT OF ATTACHMENT OF TV & TELEPHONE CABLE TO BE DETERMINED BY MEASUREMENT OF ELEVATION ABOVE GROUND. TV COMPANY ELEVATION SHALL NOT EXCEED 22'-6" UNLESS SPECIAL PERMISSION IS GRANTED BY TECO ENGINEERING DEPARTMENT.

MINIMUM VERTICAL CLEARANCES FOR JOINT USE CONST.

APPRO DATE 8-4-63

EXHIBIT C

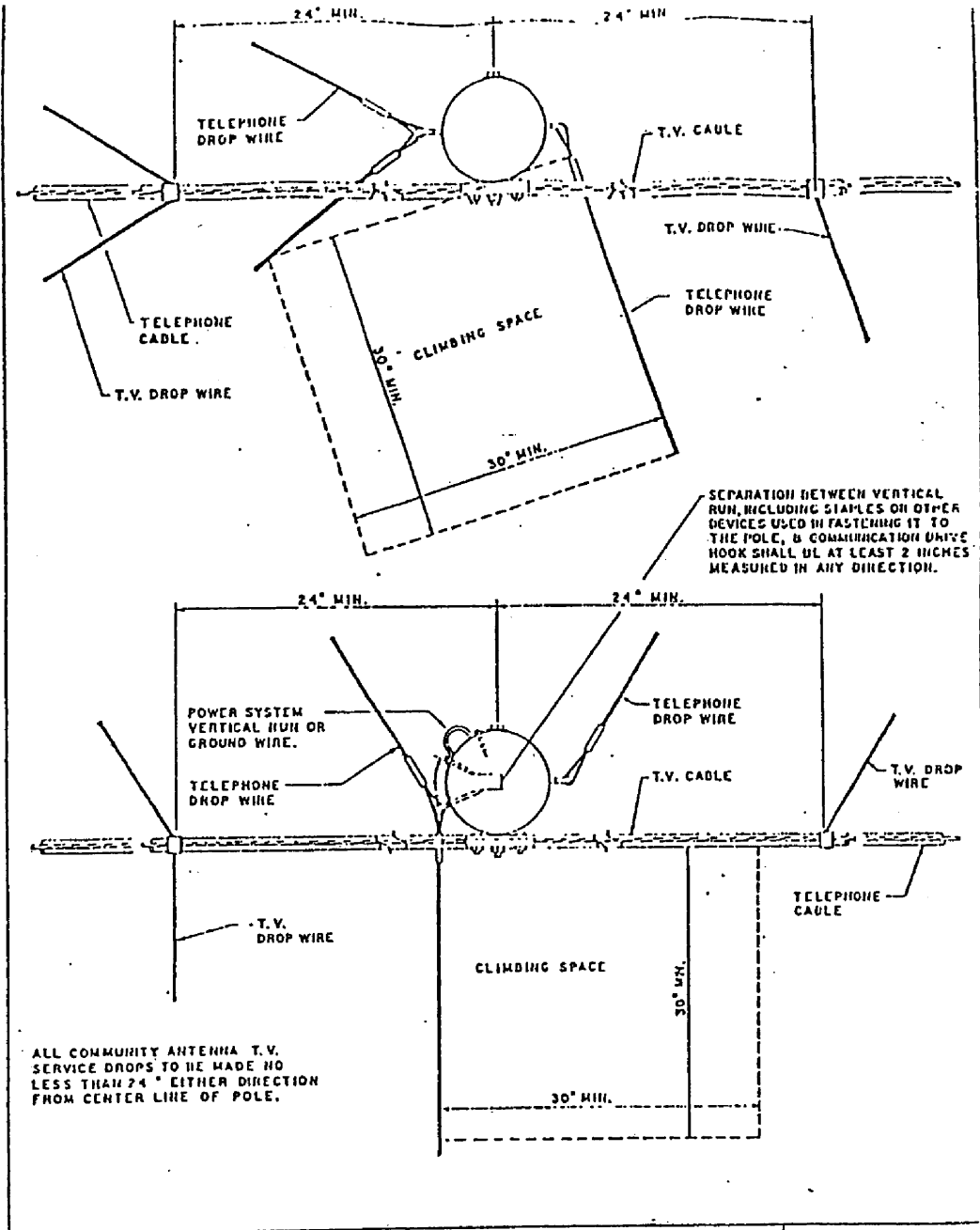
TAMPA ELECTRIC CO. ENGINEERING DEPT. OVERHEAD DISTRIBUTION STANDARDS



**CLEARANCE FOR T.V. CABLES & TELEPHONE
PARALLELING OTHER WIRES**

TAMPA ELECTRIC CO. 13000 LINDA RD. ST. PETERSBURG, FLORIDA 34786

DATE: 11-15-83
EXHIBIT #



CLIMBING SPACE
THROUGH TELEPHONE AND T.V. DROP WIRES

SPPR DIST. 8-4-54

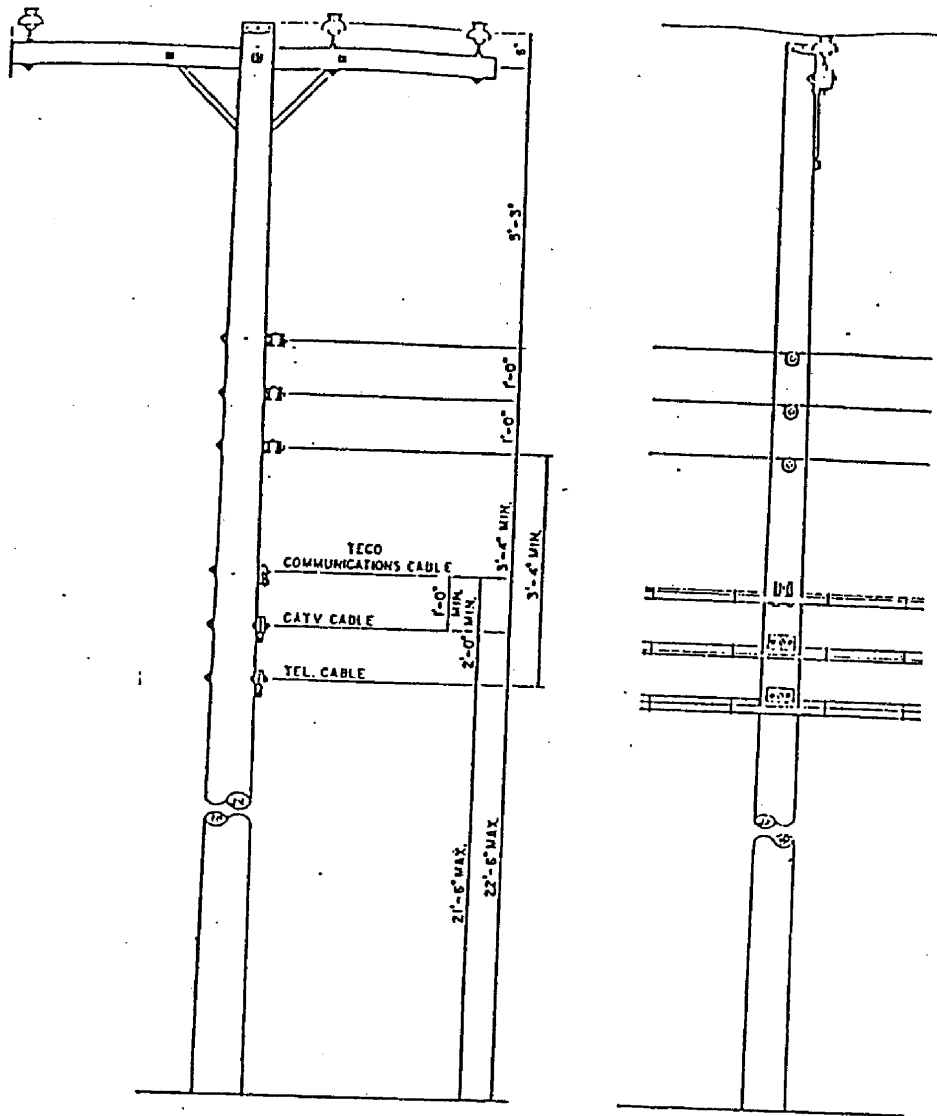
EXHIBIT 0

TAMPA ELECTRIC CO.

ENGINEERING DEPT.

OVERHEAD ELECTRIC STANDARDS

- 1- ALL VERTICAL CABLES SHALL BE MOUNTED AT AN ELEVATION OF 23'-6" AS SPECIFIED BY THE LIGHTING DEPT.
- 2- TECO COMMUNICATIONS CABLE, CATV CABLE, AND TEL. CABLE SHALL BE MOUNTED ON THE SAME SIDE OF THE POLE AS THE LIGHTING DEPT.
- 3- TECO COMMUNICATIONS CABLE SHALL BE MOUNTED AT AN ELEVATION OF 23'-6" AS SPECIFIED BY THE LIGHTING DEPT.



MGR DIST ENG *Elk* 9/27/14

SIGNATURE: *[Signature]*
 APPR DATE: 3-17-14
 SUPERVISOR:
 DATE:

CLEARANCES FOR JOINT CONSTRUCTION ALONG TECO COMMUNICATIONS CABLE ROUTE

EXHIBIT I

TAMPA ELECTRIC CO. ENGINEERING DEPT. OVERHEAD ENGINEERING STANDARDS

ATTACHMENT AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
APOLLO BEACH CABLEVISION, INC.

Section 0.1 THIS AGREEMENT, made and entered into this 30th day of July, 1980 by and between Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company," and the APOLLO BEACH CABLEVISION, INC. a Florida corporation, herein referred to as the "Television Company."

W I T N E S S E T H:

Section 02. WHEREAS, the Television Company proposes to furnish television distribution service to residents of unincorporated areas of Hillsborough County, Florida, and will need to erect and maintain aerial cables, wires and associated appliances (excluding climbing aids), herein referred to as "CATV" throughout the area to be served and desires to attach CATV to poles of the Electric Company.

Section 0.3 WHEREAS, the Electric Company is willing to permit, as provided herein, the attachment of CATV to its existing poles.

Section 0.4 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, herein contained, the parties hereto for themselves and for their successors and assigns do hereby mutually covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 This agreement shall be in effect in the Television Company's franchised portion of the unincorporated area of Hillsborough County as of the date of this Contract, and where the Electric Company provides distribution service.

Section 1.2 The Electric Company reserves the right to deny the attachments of CATV by the Television Company to poles of the Electric Company which have been installed for purposes other than

or in addition to normal distribution of electric service including, among others, poles which in the reasonable judgment of the Electric Company (i) are required for the sole use of the Electric Company, (ii) would not readily lend themselves to attachments of CATV because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party, other than a concern or firm using the pole for CATV, herein referred to as "TV company" in the singular and "~~TV companies~~" in the plural.

Section 1.3 Pursuant to the right provided for in the foregoing section, the Electric Company hereby excludes its poles used to support its transmission lines (lines with voltage in excess of 15 KV) unless in the judgment of the Electric Company (i) there is no other satisfactory means of traversing a certain area, and (ii) the transmission poles in question are adequate to add CATV.

Section 1.4 Pursuant to the right provided for in Section 1.2 the Electric Company hereby excludes poles (including aluminum) and painted wooden poles which have been installed primarily for improving the appearance of the overhead lines unless in the judgment of the Electric Company (i) there is no other satisfactory means of traversing a certain area, and (ii) CATV will not seriously detract from the appearance of the poles.

Section 1.5 The Electric Company reserves the right upon thirty days' written notice to require the removal of the Television Company's CATV from poles which are being removed and if the Electric Company replaces the removed poles the provisions of Sections 1.2, 1.3, and 1.4 shall control with respect to reattachment.

ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

Section 2.1 Before attaching CATV to any pole or poles of the Electric Company, the Television Company shall make application, furnish deposit as outlined in Article VII, Section 7.3 and receive a permit therefore in the form of Exhibit A, hereto

attached and made a part hereof.

Section 2.2 The Television Company shall, at its own expense, make and maintain CATV in safe condition and in good repair in a manner reasonably suitable to the Electric Company and so as not to conflict or interfere with (i) the requirements of Section 2.3, (ii) the existing or future use of said poles by the Electric Company or (iii) the existing use of licensees. The Television Company shall at any time, at its own expense, upon notice from the Electric Company, relocate, replace or renew its CATV placed on said poles, or transfer them to substituted poles, or perform any other work in connection with CATV that may be required by the Electric Company, provided, however, that in cases of emergency or refusal of the Television Company to comply, the Electric Company may arrange to relocate, replace or renew the CATV placed on said poles by the Television Company, transfer them to substituted poles or perform any other work in connection with CATV that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon or for the service needs of the Electric Company, and the Television Company shall, on demand, reimburse the Electric Company for the expense thereby incurred. Nothing in this paragraph shall relieve the Television Company from maintaining adequate work forces readily at hand to promptly repair, service and maintain the Television Company's CATV where the condition of the CATV is hindering the Electric Company's operations. All CATV will be attached at an elevation of 22'6" except when more than one TV Company attaches to the same pole. With multiple attachments the Electric Company will specify elevations for each TV Company's CATV. The Television Company is hereby advised that the telephone company has prior rights at an elevation of 21'6". Any attachments made at an elevation less than 22'6" requires release of the space from the telephone company.

Section 2.3 The Television Company's CATV, in each and every location, shall be erected and maintained in accordance with the then current requirements and specifications of the National Electrical Safety Code, or any subsequent amendments or revisions of said Code. Drawings marked Exhibits D through I, inclusive, are attached hereto to illustrate required construction under

certain typical conditions, where span lengths are not more than three hundred fifty feet (350') and voltage between any conductor and ground does not exceed eight thousand seven hundred (8,700) volts. These drawings are intended to be illustrative only, and the specifications of the Electric Company and of the National Electrical Safety Code, as both are from time to time amended or revised, shall prevail in all instances. All power supplies and amplifiers shall be strandmounted and should be housed in metal boxes that are inconspicuous, functional, and as maintenance free as possible.

Section 2.4 (a) In the event (i) that any pole or poles of the Electric Company to which the Television Company desires to make attachments are inadequate to support the proposed CATV in accordance with the aforesaid specifications, or (ii) that the Television Company's proposed CATV can be accommodated on present poles of the Electric Company but only by rearranging the existing facilities then the Electric Company will indicate on said form of Exhibit A the cost of all changes necessitated by the proposed CATV herein called make-ready cost, subject to later assessment for any applicable proration under Section 2.5, and return it to the Television Company and if the Television Company still desires to attach the proposed CATV and returns the form of Exhibit A marked to so indicate together with a deposit of make-ready cost sufficient to reimburse the Electric Company and the Owner or Owners of other facilities attached to said poles including other TV Companies, all of whom are collectively referred to hereinafter as "Licensees" for the entire estimated cost and expense of all the changes, the Electric Company and the Licensees shall make such necessary changes.

(b) Any strengthening of poles (guying) required to accommodate the attachments of the Television Company shall be provided by and at the expense of the Television Company and to the satisfaction of the Electric Company. The Television Company as far as practicable must use existing guying and anchoring locations which have been established by the Electric Company.

(c) No intermediate or line extension poles under or in close proximity to the Electric Company's facilities shall set

other than by the Electric Company. The Television Company may, however, request the Electric Company to set such intermediate or line extension poles, as the Television Company may desire, and the Electric Company may at its own and sole discretion agree to set such poles if it has the capability of doing so at that time and setting such poles does not pose safety, engineering or appearance problems. If such request is granted, the Television Company shall reimburse the Electric Company in advance for the full cost of setting and attaching to such pole or poles, plus any expense attendant to attaching other existing lines.

(d) When more than one Television Company is making simultaneous attachments to the same pole as defined in Section 2.5, the cost as described in this section of such changes shall be borne in equal shares per pole.

Section 2.5 Pole attachment applications may be delivered to the Electric Company at any time. Each application will be in the form of Exhibit A and must include a map of adequate scale showing the Electric Company poles (numbered in numerical order) to which the Television Company requests permission to attach. Any applications for CATV on the same poles or in the same area received within forty-five days after the first application for the poles or area, shall be considered as simultaneous applications. Any TV Company making a simultaneous application shall share the make-ready cost with all the other simultaneous applicants, and if it has already paid a deposit per Section 2.4 (a) it shall be assessed for its additional share which shall be paid within 15 days. Any applications received more than forty-five (45) days after the first application shall not be entitled to proration of costs from any prior simultaneous applicant.

Section 2.6 The Electric Company reserves to itself, its successors and assigns, the right to maintain its 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 or any amendments or revisions of said Code and such specifications particularly applying to the Electric Company hereinbefore referred to. The Electric Company

shall not be liable to the Television Company for any interruption to service of the Television Company or for interference with the operation of the cables, wires and appliances of the Television Company arising in any manner whatsoever whether caused by negligence of the Electric Company, Licensees or third parties, or otherwise.

Section 2.7 The Television Company shall exercise special precautions to avoid damage to facilities of the Electric Company and Licensees supported on said poles, and hereby assumes all responsibility for any and all loss resulting from damage, caused by the Television Company. The Television Company shall make an immediate report to the Electric Company of the occurrence of any such damage and hereby agrees to reimburse the Electric Company or Licensees, as the case may be for the expense incurred in making repairs.

ARTICLE III

EVIDENCE TO OPERATE FROM GOVERNMENT AND MUNICIPAL AUTHORITIES

Section 3.1 The Television Company represents and warrants that it shall have and maintain any necessary consents and authorities from federal, state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of the Electric Company which it desires to use.

ARTICLE IV

RIGHT-OF-WAY FOR TELEVISION COMPANY'S ATTACHMENTS

Section 4.1 It shall be the sole responsibility of the Television Company to obtain for itself such rights of way or easements as may be appropriate for the placement and maintenance of CATV on the Electric Company's poles located on private property of third parties. While the Electric Company will cooperate with the Television Company in obtaining rights of way or easements, the Electric Company shall not be required to contact or negotiate with property owners or incur any expenses in connection therewith. No guarantee is given by the Electric Company of permission from property owners, municipalities or others for use of poles and right-of-way easement by the Television Company, and if objection is made thereto and the Television Company is unable to satisfactorily adjust the matter within a reasonable time, the Electric Company may forthwith

require the Television Company to remove its CATV from the poles involved and its appliances from the right-of-way easement involved and the Television Company shall, within thirty (30) days after receipt of said notice, remove its CATV from said poles and said right-of-way easement at its sole expense. Should the Television Company fail to remove its CATV as herein provided, the Electric Company may remove them without liability for loss or damage and the Television Company shall reimburse the Electric Company for ~~the expense incurred.~~

ARTICLE V

INSPECTION AND PAYMENT BOND

Section 5.1 The Electric Company, because of the importance of its service, reserves the right to inspect each new CATV of the Television Company on its poles and in the vicinity of its line or appliances and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of the entire plant of the Television Company; and the Television Company shall, on demand, reimburse the Electric Company for the expense of such inspections at the rate equal to the present or future hourly rate of a journeyman lineman plus associated overhead expenses. This expense shall be prorated where other TV Companies are on the same pole. The Electric Company reserves the right to approve the specifications of a minimum safety training program which shall be enforced by the Television Company. Such inspections and specifications, made or not, shall not operate to relieve the Television Company of any responsibility, obligation or liability assumed under this agreement. Inspection payments by the Television Company to the Electric Company shall be limited to the cost of not more than one inspection per pole and the entire plant each calendar year during the period covered by the agreement unless a default is discovered

Section 5.2 Bills for inspections, 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 of this agreement.

Section 5.3 For the purpose of guaranteeing payment of any sums which may become due to the Electric Company for rentals, inspections, or for work performed for the benefit of the Television Company under this agreement, as well as the cost of removal of attachments on terminations of this agreement under any of its provisions, the Television Company shall furnish to the Electric Company and maintain in force at all times an appropriate payment bond issued by a corporate surety acceptable to the Electric Company and authorized to do business in the State of Florida in the amount provided in the attached Schedule of Required Bond Coverage, Exhibit C, for the number of attachments at the time located on the Electric Company's poles.

ARTICLE VI

ABANDONMENT AND REMOVAL OF ATTACHMENTS

Section 6.1 The Television Company may at any time remove its CATV from any pole or poles of the Electric Company, but shall immediately give the Electric Company 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.

Section 6.2 Upon notice from the Electric Company to the Television Company that the use of any pole or poles is forbidden for any reason under the terms of this contract, the permit covering the use of such pole or poles shall immediately terminate and the CATV of the Television Company shall be removed at once from the affected pole or poles at the cost of the Television Company.

ARTICLE VII

RENTAL, DEPOSIT AND PROCEDURE FOR PAYMENTS

Section 7.1 The Television Company shall pay to the Electric Company, for attachments made to poles under this agreement, a rental at the rate of \$8.64 for the calendar year 1980 and shall thereafter pay the Electric Company for attachments made to poles under this agreement, rentals at the CATV rates specified in Article VIII of this agreement. Said rental shall be payable semi-annually in advance on the first day of January and the first day of July

of each year during which this agreement remains in effect and is deemed delinquent ten (10) days thereafter.

Semi-annual rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of June and the first day of December, respectively. The rent for each new CATV attachment shall be such prorata amount as may be due for the use of the pole from the date of attachment to the next semi-annual payment date. Interest at the annual rate of 18% shall be payable on each delinquent rental payment, on demand (or monthly on the first day of each month after the rental payment becomes delinquent).

Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or the amplifier wattage for billing purposes.

Section 7.3 The Television Company shall furnish to the Electric Company with Exhibit "A", a deposit in the amount of the then existing CATV Rate times the number of poles upon which CATV attachments are requested. This deposit shall be credited first to the rent due on the prorata billing for the new CATV attachments and any balance shall be credited to the next semi-annual rent period in which these attachments are included. If any of the CATV attachment requests in the Exhibit "A's" are denied or withdrawn the Electric Company shall refund to the Television Company an amount equal to the number of poles not approved times the then existing CATV Rate at the time the Exhibit "A" is approved.

ARTICLE VIII

PERIODICAL REVISION OF ATTACHMENT RENTAL RATE

Section 8.1 The CATV rate shall increase to \$9.33 for the calendar year 1981 and to \$10.08 for the calendar year 1982. Thereafter the CATV rate shall be adjusted, up or down, as the case may be, but never to an amount lower than Ten Dollars and Eight Cents (\$10.08), as of the first day of each succeeding calendar year in accordance with changes in the Consumer Price Index for all Urban

Consumers (the "Index"), published by the Bureau of Labor Statistics United States Department of Labor, (the "BLS"). The actual CATV rate for the calendar year 1983 and each succeeding calendar year shall be an amount equal to the product of the Index most recently published prior to the beginning of the calendar year for which the adjustment is being made, multiplied by Ten Dollars and Eight Cents (\$10.08), divided by the Index most recently published prior to the beginning of the calendar year 1982. If the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published prior to the beginning of the calendar year 1983, then the Electric Company and the Television Company shall agree on some other index serving the same purpose to determine the CATV rate for the calendar year 1983 and each succeeding calendar year. If the Index as now constituted, compiled and published shall be revised or ceases to be compiled and published after the beginning of the calendar year 1983, then the Electric Company and the Television Company shall request the BLS to furnish them with a statement converting the Index published most recently prior to the beginning of the calendar year 1982 to a figure that would be comparable in another index published by BLS, and shall use such other index to determine the CATV rate for each calendar year beginning after the Index, as now constituted, compiled and published provided that if the Electric Company and the Television Company shall be unable to secure an appropriate conversion figure from the BLS, they shall agree on some other index serving the same purpose to determine the CATV rate for each calendar year beginning after the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published.

ARTICLE IX

RELEASE AND HOLD HARMLESS

Section 9.1 In executing this contract the Television Company hereby releases the Electric Company and all other TV Companies signing similar contracts from any and all claims, charges and demands of whatever kind or nature from beginning of the world to the date hereof, this contract being a settlement and compromise of various and divers disputes and differences between the Electric Company and all other TV Companies signing similar contracts

and the Television Company.

ARTICLE X

DEFAULTS

Section 10.1 If the Television Company shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the Electric Company to correct such default or non-compliance, the Electric Company may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occurred. In case of such termination, no prepaid rentals shall be refunded.

ARTICLE XI

LIABILITY AND INSURANCE REQUIREMENTS

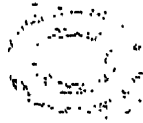
Section 11.1 The Television Company hereby assumes full responsibility and liability for all work and labor necessary to attach CATV to poles of the Electric Company and for the removal of the same in accordance with other provisions of this contract.

Section 11.2 The Television Company hereby assumes full responsibility and liability for, and agrees to indemnify and save the Electric Company harmless from and against, all liabilities, claims for damages and suits for or by reason of any injury to any person or persons, or damage to any property of any kind whatsoever, whether the property of the parties hereto or of third persons, from any and all cause or causes whatsoever, occasioned by or in any way connected with the installation, inspection, maintenance, existence or removal of any attachment of the Television Company or any act, omission or thing in any manner related to this agreement, irrespective of negligence, actual or claimed, upon the part of the Electric Company, its agents or employees. The obligation of the Television Company to indemnify the Electric Company shall include all charges, expenses, and costs, including attorneys' fees incurred by the Electric Company on account of or by reason of any such injuries, damages, liabilities, claims, suits or losses, and all damages growing out of the same.

Section 11.3 The Television Company agrees to procure and constantly maintain in force at its expense, in companies satisfactory to the Electric Company, policies of insurance with minimum limits as follows:

- (1) Workmen's Compensation and Employers' Liability Insurance for all of the Television Company's employees. If any of the work is sublet to a contractor, the Television Company shall require the contractor to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under the Television Company's insurance.
- (2) General Liability Bodily Injury Insurance of \$200,000 for any one person and \$500,000 for any one accident.
- (3) General Liability Property Damage Insurance of \$50,000 for any one accident and \$100,000 in the aggregate.
- (4) If any of the work is sublet to a contractor, Owner's Protective Liability Insurance, covering claims for bodily injury or death and damages to property of others, to the full limits specified in (2) and (3) above, showing both the Electric Company and the Television Company as owners.
- (5) Automobile Liability Bodily Injury Insurance (covering owned, hired and all classes of non-owned vehicles) of \$200,000 for any one person and \$500,000 for any one accident.
- (6) Automobile Liability Property Damage Insurance (covering owned, hired and all classes of non-owned vehicles) of \$25,000 for any one accident.
- (7) Contractual Liability Insurance to the full limits of, and for the liabilities insured under, above policies, and expressly including the liabilities assumed by the Television Company under the indemnity clause set forth as Section 11.2 above.

Section 11.4 Prior to the Television Company making any attachments to poles of the Electric Company, the Television Company shall furnish the Electric Company certificates of the Television Company's insurance carrier showing that the Television Company carries the requisite insurance and that the policies, issued in accordance with the requirements 2,3,4, and 7 of Section 11.3 have been endorsed to show the Electric Company as an additional assured. Said certificates shall also provide that such insurance shall not be terminat



December 8, 2005

Via Certified United States Mail, Return-Receipt Requested

Mr. Thomas Hernandez
Vice President—Energy Delivery
Tampa Electric Company
P.O. Box 111
Tampa, FL 33601-0111

Re: Consolidated Pole Attachment Agreement and Rental Fees

Dear Mr. Hernandez:

I am writing in response to your November 21, 2005 letter regarding the negotiation of a consolidated pole attachment agreement and the payment of certain invoices for "telecommunications" attachments on Tampa Electric's ("TECO") poles. We agree that it makes sense to begin negotiating a consolidated pole attachment agreement to replace the 10 existing agreements. To that end, please forward to me TECO's current pole attachment agreement, and any other necessary information, so that we can review and comment. We will contact you about establishing a schedule to undertake and complete negotiations promptly.

With respect to the invoice attached to your letter, however, Bright House Networks ("BHN") is under no obligation to pay the "telecommunications rate" for any of its attachments on TECO poles. Contrary your claim that BHN uses its attachments to offer "telecommunications services," BHN's Digital Phone service utilizes Voice over Internet Protocol ("VoIP") technology over a proprietary network. The Federal Communications Commission ("FCC") is currently considering the proper regulatory classification of all VoIP services, including cable voice services like BHN's Digital Phone, and has never classified VoIP as a "telecommunications services." In fact, another cable system operator is currently challenging a power company at the FCC for its

159309 v.2

unreasonable attempt to charge the telecommunications rate for VoIP attachments.¹

Moreover, BHN only began its Digital Phone offering in 2004, not 2001, as TECO claims. In addition, while an affiliate of BHN in the past has been certified as a CLEC in Florida, that certification is irrelevant for pole attachment rate purposes.

In sum, unless and until cable VoIP is classified as a "telecommunications service" for pole rate purposes, BHN is not required to pay the telecommunications rate for its pole attachments. I would therefore submit that we discuss the issue of the increased telecom rate after the FCC resolves the regulatory classification of VoIP.

Feel free to contact me if you would like to discuss this matter further. We look forward to working with you on the consolidation of the existing pole attachment agreements.

Sincerely,



Dick Rose
Vice President, Finance

cc: Kevin Hyman

¹ See *Charter Communications Inc. v. Union Electric Co., d/b/a/ AmerenUE*, Complaint, File No. EB-_____, (filed in the Market Disputes Resolution Division, Nov. 30, 2005) ("AmerenUE may not require Charter to pay a telecommunications rate on any attachments used to provide VoIP.").

Exhibit 4

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

TAMPA ELECTRIC COMPANY,)
a Florida corporation,)

Plaintiff,)

v.)

BRIGHT HOUSE NETWORKS,)
LLC,)

Defendant.)

Case No. 06 00819

DIVISION B

RECEIVED AND FILED

JAN 30 2006

CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY, FL

COMPLAINT

Tampa Electric Company, a Florida corporation ("Tampa Electric") files this Complaint against Bright House Networks, LLC ("Bright House"), and alleges as follows:

Parties

1. Plaintiff Tampa Electric is a Florida corporation with its principal place of business in Florida. Tampa Electric is an electric power company serving Tampa, Florida and the surrounding area. Tampa Electric maintains utility poles within its service territory, including in the Tampa area. Communications lines can be attached to these poles in order to provide telecommunications services and cable television services to businesses and residents within the Tampa Electric service territory.

2. Upon information and belief, Defendant Bright House is a Delaware corporation with its principal place of business located in Florida. Bright House may be served with process through its registered agent, C T Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324. Bright House provides telecommunication services and cable television services to subscribers in Tampa, Florida, and otherwise conducts business in Hillsborough County, Florida.

Jurisdiction and Venue

3. This is an action for damages in excess of Fifteen Thousand and no/100 dollars (\$15,000). This Court also has subject matter jurisdiction pursuant to the Florida Constitution, Art. 5, § 5.

4. This Court has personal jurisdiction over Bright House pursuant to Fla. Stat. § 48.193(1). Bright House operates and conducts business in the State of Florida and, as alleged below, breached a contract in this state by failing to perform acts required by the contract to be performed in this state.

5. Venue is proper in this Court pursuant to Fla. Stat. § 47.011. Bright House maintains one or more agents and representatives in Hillsborough County, Florida. Also, as alleged below, Bright House breached its contract with Tampa Electric in Hillsborough County, Florida.

Statement of Facts

6. Bright House owns or operates communications lines that are used by Bright House and others to provide two distinct services that are relevant to this lawsuit to subscribers in the Tampa, Florida area: (1) cable television services and (2) telecommunications (i.e., telephone) services.

7. Many of these communications lines are attached to utility poles that are owned and operated by Tampa Electric. In exchange for the use of Tampa Electric's utility poles, Bright House pays "pole attachment rental fees" to Tampa Electric.

8. The amount of pole attachment rental fees that Bright House must pay to Tampa Electric depends upon whether the communications lines are being used for cable television service or telecommunications service. The pole attachment rental fee for cable television service is currently \$5.63 per attachment per year, and the pole attachment rental fee for telecommunications service is currently \$17.67 per attachment per year.

9. Since the 1960's, Tampa Electric and Bright House and/or Bright House's predecessors have entered into a series of "pole attachment agreements" under which Tampa Electric allowed Bright House and/or its predecessors to attach communications lines attached to Tampa Electric's poles for the purpose of delivering cable television service. (See Pole Attachment Agreements dated Aug. 4,

1965, Sept. 30, 1969, Oct. 21, 1970, Nov. 25, 1970, Jan. 8, 1974, Aug. 1, 1974, Nov. 1979, Feb. 27, 1980, July 30, 1980, Jan. 23, 1981, Sept. 1, 1982, Sept. 27, 1982, and May 10, 1983, which are incorporated herein and copies of which are collectively attached hereto as Ex. A.)

10. Bright House's pole attachment agreements with Tampa Electric have always contemplated the use of Bright House's attachments only for delivery of cable television services, and have never contemplated delivery of telecommunications services. (See id.) Consequently, Tampa Electric has charged Bright House only the lower cable television services rental fee.

11. Bright House has represented orally and in writing to Tampa Electric on multiple occasions that Bright House's attachments are not used for delivery of telecommunications service. For instance, in a February 18, 2003 letter to Tampa Electric concerning pole usage, (which is incorporated herein and a copy of which is attached hereto as Exhibit B), Bright House expressly represented and warranted that, until the parties explicitly contracted to do so, Bright House's attachments would not be used for the delivery of telecommunications services.

12. Upon information and belief, notwithstanding its promises, agreements, representations and warranties, Bright House's attachments have in fact been used to provide telecommunications services for many years. Bright House has never notified Tampa Electric of this usage, and has in fact denied such usage.

Bright House has never paid Tampa Electric the appropriate telecommunications services fee for this usage. Instead, Bright House has always paid Tampa Electric only the lower cable television services fee.

13. For instance, upon information and belief, Bright House's attachments have been used to carry telecommunications services provided both by Bright House to its customers and by Bright House's affiliate, Time Warner Telecom ("Time Warner"), to its customers.

14. Additionally, or alternatively, and upon information and belief, Bright House's attachments have been used by Time Warner and Bright House to furnish telecommunications services to or on behalf of each other.

15. Time Warner does not have a pole attachment agreement with Tampa Electric. Nevertheless, based on information and belief, Time Warner has been using Bright House's attachments for delivery of telecommunications service with Bright House's knowledge and consent. Bright House has never disclosed to Tampa Electric that Bright House's attachments were being used for delivery of telecommunications service by Time Warner. Based on information and belief, Bright House withheld this information, and in fact denied any use of the attachments for telecommunications, in order to induce Tampa Electric to continue to charge Bright House only the lower cable television rental fee.

16. Ironically, although Bright House has repeatedly denied that its pole attachments are ever used for telecommunications, Time Warner's use of Bright House's attachments came to light when Time Warner proposed to provide telecommunications services to Tampa Electric and, in connection with that proposal, represented to Tampa Electric that it provides telecommunications services to customers throughout the Tampa area over a network that utilizes Bright House attachments on Tampa Electric's poles.

17. In addition to the foregoing, there are several other indications that Bright House and Time Warner use Bright House's attachments to deliver telecommunications services, including but not limited to the following:

- a. Bright House is marketing itself to customers as a "residential telephone service provider";
- b. Bright House's telecommunications services are branded and advertised to the public as "Digital Phone," and described as a "residential phone service" that is "as simple and easy to use as [a customer's] existing phone service";
- c. Bright House charges customers who use its "Digital Phone" service a "Federal Universal Service Fund Contribution", which is applicable only to telecommunications services;

- d. The phone bills that Bright House sends to its "Digital Phone" customers also include a contribution to the "Telecommunications Relay Service Fund," which exists solely to assist people with hearing and speech impairments to communicate with telecommunications services providers;
- e. "Digital Phone" customer service agreements on Bright House's website, <http://tampabay.mybrighthouse.com>, explicitly refer to Bright House's "Digital Phone" service as "telephone" service;
- f. Bright House's "Digital Phone" service operates through the "Public Switched Telephone Network," a concentration of the world's public circuit-switched telephone networks;
- g. Bright House and Time Warner certified to the Federal Communications Commission and Florida Public Service Commission that they are providing telecommunications services in Florida;
- h. Bright House and Time Warner have applied for and received one or more certificates from the Florida Public Service Commission to provide telecommunications services in Florida;
- i. In various field installations, Bright House has adopted the practice of labeling certain items of equipment with a telephone symbol, which on information and belief is done to enable Bright House personnel to

distinguish it from Bright House's cable television equipment, which is labeled as such;

- j. Based on information and belief, Bright House's predecessor, Time Warner Cable, entered into a July 1, 1998 "Capacity License Agreement" with Time Warner Telecom, which provided that Time Warner Telecom would use Time Warner Cable's fiber optic communications lines in the Tampa area for delivery of telecommunications service. Based on information and belief, Bright House is a party to that or a similar agreement and the fiber optic communications lines referenced therein are located, in whole or in part, on Tampa Electric's poles; and
- k. Bright House and Time Warner have each filed tariffs with the Florida Public Service Commission describing their respective telecommunications services.

18. In the February 18, 2003 letter to Tampa Electric, Bright House also agreed to immediately begin good faith negotiations to establish a new agreement governing all of Bright House's pole attachments within Tampa Electric's service territory no later than June 1, 2004. The February 18, 2003 letter stated that the new agreement would provide for use of Bright House's attachments for telecommunications, consistent with Tampa Electric's standard terms.

19. Although Tampa Electric attempted to engage Bright House in such negotiations and provided Bright House with Tampa Electric's standard terms (which are incorporated herein and a copy of which is attached as Exhibit C), Bright House failed to execute Tampa Electric's standard terms or to negotiate an alternative agreement.

20. Bright House's failure to pay Tampa Electric the telecommunications services rental fee for its attachments has resulted in a significant loss of revenue to Tampa Electric.

21. All conditions precedent to maintenance of this action have occurred or have been performed.

Count I – Breach of Contract

22. Tampa Electric incorporates by reference the allegations of paragraphs 1-21 as if set forth fully herein.

23. Tampa Electric and Bright House, or Bright House's predecessors, entered into valid written agreements as shown in Exhibits A and B, under which Bright House agreed, inter alia:

- a. that its attachments to Tampa Electric's utility poles would not be used for delivery of telecommunications services;
 - b. that its attachments would be used for cable television service only;
- and

- c. to immediately begin good faith negotiations to establish a new agreement governing all of Bright House's pole attachments within Tampa Electric's service territory by June 1, 2004, pending which no telecommunications use would be made of any facilities attached to Tampa Electric's poles. (Ex. B.)

24. Bright House committed material breaches of these contracts by, inter alia:

- a. using or allowing use of its attachments for delivery of telecommunications services;
- b. failing to pay the higher telecommunications service rental fee while using, or allowing use of, its attachments for delivery of telecommunications service and instead paying Tampa Electric the lower cable television services rental fee; and
- c. failing to engage in good faith negotiations to establish a new agreement governing all of Bright House's pole attachments within Tampa Electric's service territory by June 1, 2004.

25. Tampa Electric has been damaged by Bright House's material breaches of the contracts shown in Exhibits A and B. This is so because telecommunications services have been delivered using Bright House's attachments while Bright House paid only the cable television services rental fee, instead of the

higher telecommunications services rental fee that Tampa Electric was entitled to receive from Bright House. Tampa Electric has thus been deprived of and damaged in the amount of the revenue that it would have received if Bright House had paid it the higher telecommunications services rental fee, as Bright House was required to do.

WHEREFORE, Tampa Electric demands judgment against Bright House for actual damages, consequential damages, pre-judgment interest, post-judgment interest, costs, and such other relief as the Court determines is just and proper.

Count II – Breach of Implied-In-Fact Contract

26. Tampa Electric incorporates by reference the allegations of paragraphs 1-21 as if set forth fully herein.

27. In the alternative, an implied contract exists between Tampa Electric and Bright House that requires Bright House to pay Tampa Electric the telecommunications rate in exchange for using, or allowing the use of, Bright House's attachments to Tampa Electric's poles for telecommunications purposes.

28. The pole attachment agreements shown in Exhibit A did not contemplate any delivery of telecommunications services through Bright House's attachments. (See Ex. A.) Instead, these agreements provided only that Bright House and its predecessors could use the attachments to deliver cable television services.

(Id.)

29. Under the February 18, 2003 letter, attached as Exhibit B, Bright House agreed not to use its attachments to deliver telecommunications sources until it entered into a new agreement with Tampa Electric providing for same. Bright House agreed to immediately begin negotiations to establish a new agreement with Tampa Electric governing all of Bright House's pole attachments within Tampa Electric's service territory. (Ex. B.) The February 18, 2003 contract also specifically stated that the new agreement would provide for use of Bright House's attachments for telecommunications services, consistent with Tampa Electric's standard terms. (See Ex. B.)

30. Notwithstanding the foregoing February 18, 2003 letter, Bright House used its attachments, or allowed its attachments to be used, to deliver telecommunications services.

31. Because Bright House obviously knew that use of its attachments to Tampa Electric's utility poles to deliver telecommunications services would require entry into a new agreement that would be consistent with Tampa Electric's standard terms for attachments of this type, and because Bright House proceeded nevertheless to use its attachments, or allowed its attachments to be used, to deliver telecommunications services, an implied-in-fact contract was created that requires Bright House to pay Tampa Electric the telecommunications services rental fee in exchange for using, or allowing use of, Bright House's attachments for delivery of

telecommunications services. A tacit agreement or commitment by Bright House to pay Tampa Electric the higher pole attachment fee commensurate with telecommunications services attachments can be inferred from the foregoing circumstances, and from Bright House's conduct and the parties' relationship. Also, as expressly stated in the February 18, 2003 letter, the terms of this implied-in-fact contract are consistent with Tampa Electric's standard terms; accordingly, the terms of the implied-in-fact contract include Tampa Electric's standard terms as set forth in Exhibit C.

32. Bright House breached this implied-in-fact contract by failing to pay Tampa Electric the appropriate telecommunications services rental fee, and by instead paying the lower cable television services rental fee.

33. Tampa Electric has been damaged by Bright House's material breach of this implied-in-fact contract. This is so because Bright House's attachments have been used for telecommunications services while Bright House only paid the cable television services rental fee, instead of the higher telecommunications services rental fee that Tampa Electric was entitled to receive from Bright House. Tampa Electric has thus been deprived of and damaged in the amount of the revenue that it would have received if Bright House had paid it the higher telecommunications services rental fee, as Bright House was required to do.

34. Tampa Electric has also been damaged because it has been forced to pay attorney's fees to redress the breach of this implied-in-fact contract. Tampa Electric's standard terms, which establish the terms of the implied-in-fact contract, include provisions requiring Bright House to pay Tampa Electric any attorney fees incurred in redressing Bright House's failure to act in accordance with the terms of the contract. (Ex. C.)

35. Tampa Electric has retained counsel to represent it in connection with this matter and has agreed to pay counsel a reasonable fee.

WHEREFORE, Tampa Electric demands judgment against Bright House for actual damages, consequential damages, pre-judgment interest, post-judgment interest, costs, attorney's fees, and such other relief as the Court determines is just and proper.

Count III – Unjust Enrichment

36. Tampa Electric incorporates by reference the allegations of paragraphs 1-21 as if set forth fully herein.

37. Tampa Electric conferred upon Bright House, and Bright House received, a benefit when Bright House used, or allowed the use of, its attachments to Tampa Electric's poles to deliver telecommunications service.

38. Bright House appreciated this benefit: Bright House was able to use, or allow the use of, its attachments to deliver telecommunications service for a

much lower pole attachment rental fee than Bright House should have paid. Specifically, Bright House should have paid Tampa Electric—and has benefited by not paying—the telecommunications service rental fee.

39. Bright House has accepted and retained this benefit under circumstances that make it inequitable for Bright House to do so without paying Tampa Electric the difference between the cable television service rental fees that it paid to Tampa Electric and the telecommunications service rental fees that it should have paid. Specifically, it is inequitable for Bright House to have been able to use, or allow the use of, its attachments for delivery of telecommunications service while paying Tampa Electric the lower, inappropriate cable television service rental fees. Bright House should not be allowed to retain the difference between the cable television service rental fees that it paid to Tampa Electric, and the telecommunications service rental fees that it should have paid to Tampa Electric.

40. Bright House has thus been unjustly enriched in the forgoing amount, and should be required to pay Tampa Electric this amount.

WHEREFORE, Tampa Electric demands judgment against Bright House for actual damages, consequential damages, pre-judgment interest, post-judgment interest, costs, and such other relief as the Court determines is just and proper.

Count IV – Breach of the Implied Covenant of Good Faith and Fair Dealing

41. Tampa Electric incorporates by reference the allegations of paragraphs 1-21 and 23-24 as if set forth fully herein.

42. The contracts between Tampa Electric and Bright House shown in Exhibits A, B and C contained an implied covenant that each party would deal with the other party fairly and would perform the contracts in good faith.

43. Bright House's good faith cooperation with the terms of such contracts was a condition precedent to the performance of the contracts.

44. Bright House therefore had a good faith duty to honor the terms of such contracts by, inter alia:

- a. refraining from using its attachments, or allowing its attachments to be used, for delivery of telecommunications service;
- b. engaging in good faith negotiations to establish a new agreement governing all of Bright House's pole attachments within Tampa Electric's service territory by June 1, 2004; and
- c. paying Tampa Electric the telecommunications service rental fee.

46. Bright House breached the implied covenant of good faith and fair dealing with respect to the above-mentioned contracts by denying, knowingly concealing, or failing to disclose the information that Bright House's attachments were being used for delivery of telecommunications services, by paying Tampa Electric

the cable television service rental fee instead of the telecommunications service rental fee, and by intentionally failing to engage in good faith negotiations to establish a new agreement governing all of Bright House's pole attachments within Tampa Electric's service territory.

WHEREFORE, Tampa Electric demands judgment against Bright House for actual damages, consequential damages, pre-judgment interest, post-judgment interest, costs, and such other relief as the Court determines is just and proper.

Respectfully submitted this 30th day of January, 2006.



Michael S. Hooker

Florida Bar No. 330655

**GLENN RASMUSSEN FOGARTY
& HOOKER, P.A.**

100 S. Ashley Drive, Suite 1300

Tampa, FL 33602

(813) 229-3333

(813) 229-5946 (fax)

**ATTORNEYS FOR TAMPA ELECTRIC
COMPANY**

Exhibit 5

HOGAN & HARTSON
L.L.P.

J. D. THOMAS
PARTNER
(202) 637-5675
JDTHOMAS@HHLAW.COM

February 17, 2006

COLUMBIA SQUARE
555 THIRTEENTH STREET, NW
WASHINGTON, DC 20004-1109
TEL (202) 637-5600
FAX (202) 637-5910
WWW.HHLAW.COM

Michael S. Hooker, Esquire
Glenn Rasmussen Fogarty & Hooker, P.A.
1000 South Ashley Drive
Suite 1300
Tampa, Florida 33602

RE: Bright House Networks And Tampa Electric Company

Dear Mr. Hooker:

As you may be aware, this firm is counsel to Bright House Networks ("BHN"), which is currently in the process of addressing issues raised in the action recently filed in Florida state court styled *Tampa Electric Company v. Bright House Networks, LLC*, Case No. 06-00819, Division B in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida

You have identified in your complaint that there are certain BHN facilities attached to the poles of Tampa Electric Company ("TECO") used by one of BHN's customers, telecommunications carrier Time Warner Telecom ("TWT"), that TWT is using to provide telecommunications services. For those poles, we believe that TECO may be entitled to charge the FCC's telecommunications rate.

BHN has identified that there are presently 7,375 such poles and is prepared to compensate TECO for these poles for the difference between the maximum rate calculated under 47 U.S.C. § 224(e) ("telecom rate"), for the years 2001-2005, and the rate that TECO has charged BHN for the use of these poles.

We do not believe, however, that TECO has correctly calculated the telecommunications pole attachment rate. Rather than the \$17.87 rate TECO has asserted, we believe that the proper rate for the current year is no greater than \$8.56 per pole, and may in fact be less. Nevertheless, in the interest of simplifying and narrowing the dispute between BHN and TECO, BHN is prepared to pay TECO the amount of \$67,791.20 we calculated as set forth in the attached schedule A. If we ultimately agree – or if a tribunal of competent authority ultimately decides – that the amounts owed for these 7,375 poles is

Michael S. Hooker, Esquire
February 17, 2006
Page 2

greater, or lesser, than the amounts set forth in schedule A, BHN would be agreeable to a true up of such amounts.

Thank you for your consideration. I look forward to speaking with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. D. Thomas', with a stylized flourish extending to the right.

J. D. Thomas

Schedule A

	Telecom	Cable (Paid)	Difference	Poles	Ann. Total Difference
2001	\$ 6.24	\$ 5.74	\$ 0.50	6,259.00	\$ 3,129.50
2002	\$ 6.82	\$ 5.60	\$ 1.22	6,381.00	\$ 7,784.82
2003	\$ 7.40	\$ 5.60	\$ 2.60	6,521.00	\$ 16,954.60
2004	\$ 7.98	\$ 5.31	\$ 2.67	6,859.00	\$ 18,313.53
2005	\$ 8.56	\$ 5.63	\$ 2.93	7,375.00	\$ 21,608.75
				Total	\$ 67,791.20

Exhibit 6

Calculation of Maximum Cable Rate
Tampa Electric Company
YE 2004 FERC Form 1 Data

Net Investment Per Bare Pole	15% App. Deduction	25% App. Deduction	40% App. Deduction
Investment in Pole Plant	\$164,961,746	\$164,961,746	\$164,961,746
- Depreciation Reserve for Poles	\$60,261,830	\$60,261,830	\$60,261,830
- Accumulated Deferred Taxes	\$12,403,982	\$12,403,982	\$12,403,982
Net Investment in Pole Plant	\$92,295,934	\$92,295,934	\$92,295,934
- Investment in Appurtenances	\$13,844,390	\$23,073,983	\$36,918,374
Investment in Bare Pole Plant	\$78,451,544	\$69,221,950	\$55,377,560
/ Number of Poles - Equivalent	330,000	330,000	330,000
Net Investment per Bare Pole	\$237.73	\$209.76	\$167.81

Carrying Charges

Maintenance	
Maintenance Expenses	\$7,774,501
/ Net Investment in 364,365,369	\$272,161,013
= Maintenance Carrying Charge	2.86%

Depreciation	
Annual Depreciation Rate for Poles	4.00%
Gross Investment in Pole Plant	\$164,961,746
Net Investment in Pole Plant	\$92,295,934
Gross Net Adjustment	178.73%
Deprec Rate Applied to Net Pole Plant	7.15%

Administrative	
Administrative Expenses	\$86,889,504
Total Plant--Electric	\$4,771,247,453
- Depreciation Reserve--Electric	\$1,742,974,430
- Accumulated Deferred Taxes--Electric	\$358,764,791
Net Plant in Service	\$2,669,508,232
Administrative Carrying Charge	3.25%

Taxes	
Normalized Tax Expense	\$203,866,089
Total Plant	\$4,771,247,453
- Depreciation Reserve	\$1,742,974,430
- Accumulated Deferred Taxes	\$358,006,945
Net Plant in Service	\$2,670,266,078
Tax Carrying Charge	7.63%

Return 11.25%

Total Carrying Charges 32.15%

Allocation of Annual Carrying Costs

	15% App. Deduction	25% App. Deduction	40% App. Deduction
Space Occupied by Cable	1		
/ Total Useable Space	13.5		
Charge Factor	7.41%		

Maximum Rate			
Investment Per Bare Pole	\$237.73	\$209.76	\$167.81
*Carrying Charges	32.15%	32.15%	32.15%
*Charge Factor	7.41%	7.41%	7.41%

= MAXIMUM RATE	\$5.66	\$4.99	\$4.00
-----------------------	---------------	---------------	---------------

DATA ENTRY AND SOURCE

FERC Form 1

Accumulated Deferred Taxes 190 (Plant)	\$123,204,629 pg. 234, c 18
Accumulated Deferred Taxes 281 (Plant)	\$10,326,382 pg. 273, k 17
Accumulated Deferred Taxes 282 (Plant)	\$492,250,338 pg. 275, k 9
Accumulated Deferred Taxes 283 (Plant)	-\$21,365,146 pg. 277, k 19
Accumulated Deferred Taxes-Total (Plant)	\$358,006,945 sum
Accumulated Deferred Taxes 190 (Electric)	\$122,446,783 pg. 234, c 8
Accumulated Deferred Taxes 281 (Electric)	\$10,326,382 pg. 273, k 8
Accumulated Deferred Taxes 282 (Electric)	\$492,250,338 pg. 275, k 2
Accumulated Deferred Taxes 283 (Electric)	-\$21,365,146 pg. 277, k 9
Accumulated Deferred Taxes-Total (Electric)	\$358,764,791 sum
Taxes 408.1	\$120,783,694 pg. 114, c 14
Taxes 409.1 Federal	\$32,155,757 pg. 114, c 15
Taxes 409.1 Other	\$5,705,106 pg. 114, c 16
Taxes 410.1	\$123,876,267 pg. 114, c 17
Taxes 411.1 Cr.	\$75,907,423 pg. 114, c 18
Taxes 411.4	-\$2,747,312 pg. 114, c 19
Total Normalized Taxes	\$203,866,089 sum
Gross Investment in Total Plant	\$4,771,247,453 pg. 200, b 8
Gross Investment in Total Plant--Electric	\$4,771,247,453 pg. 200, c 8
Accumulated Prov for Deprec.--Total	\$1,742,974,430 pg. 200, b 22
Accumulated Prov for Deprec.--Electric	\$1,742,974,430 pg. 200, c 22
Gross Investment in 364	\$164,961,746 pg. 207, g 64
Gross Investment in 365	\$181,484,411 pg. 207, g 65
Gross Investment in 369	\$139,990,830 pg. 207, g 69
Sum	\$486,436,987 sum
Pole Maintenance Expense 593	\$7,774,501 pg. 322, b 119
Administrative Expense 920-931	\$83,295,024 pg 323, b 165
Administrative Expense 935	\$3,594,480 pg 323, b 167
Total Administrative Expenses	\$86,889,504 sum
Depreciation Reserve for 364 (prorated)	\$60,261,830 prorated
Depreciation Reserve for 365 (prorated)	\$66,297,691 prorated
Depreciation Reserve for 369 (prorated)	\$51,139,757 prorated
Total Depreciation Reserve	\$177,699,279 sum
Accumulated Deferred Taxes (Prorated to 364)	\$12,403,982 prorated
Accumulated Deferred Taxes (Prorated to 365)	\$13,646,372 prorated
Accumulated Deferred Taxes (Prorated to 369)	\$10,526,342 prorated
Total Accumulated Deferred Taxes (prorated)	\$36,576,695 sum
Depreciation Rate for Poles	4.00% pg 337.3 e 32
Overall Rate of Return	11.25% FCC Default
Number of Poles	330,000 [Estimate]

Exhibit 7

Maximum Rate for Telecom Attachments

Tampa Electric Company

Net Investment Per Bare Pole

*Carrying Charges

*Charge Factor

=MAXIMUM RATE

	15% App.	25% App.	40% App.
Net Investment Per Bare Pole	\$237.73	\$209.76	\$167.81
*Carrying Charges	32.15%	32.15%	32.15%
*Charge Factor	7.41%	7.41%	7.41%
=MAXIMUM RATE	\$ 5.66	\$4.99	\$4.00

5 Entities

Allocation of Pole Space

Total Pole Space	37.5
Total Unusable Pole Space	24
Total Usable Space	13.5

Usable Space Occupied 1

Unusable Space Allocated To Telecom

Total Unusable Pole Space	24.00
* Statutory Apportionment Factor (2/3)	0.67
= Unusable Space to be Allocated	16.00
/ Number of Entities	5.00
=Unusable Space	3.20

Total Space Allocated To Telecom

Usable Space Allocated To Telecom	1.00
+Unusable Space Allocated To Telecom	3.20
= Total Space Allocated to Telecom	4.20

Allocation of Annual Carrying Costs

Space Allocated To Telecom	4.2
/Total Pole Space	37.5
Charge Factor	11.20%

Maximum Telecom Rate in 2006

Net Investment Per Bare Pole	\$237.73	\$	209.76	\$167.81
*Carrying Charges	32.15%		32.15%	32.15%
*Charge Factor	11.20%		11.20%	11.20%

=Maximum Telecom Rate	\$ 8.56	\$	7.55	\$	6.04
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Calculation of Past Telecom Amounts

Telecom Rate	\$	8.56
Video Rate	\$	5.66
Difference	\$	2.90
Annual (20%) Increment	\$	0.58
100% Implementation	\$	8.56
80% Implementation	\$	7.98
60% Implementation	\$	7.40
40% Implementation	\$	6.82
20% Implementation	\$	6.24

Exhibit 8

HOGAN & HARTSON
L.L.P.

J. D. THOMAS
PARTNER
(202) 637-5675
JDTHOMAS@HHLAW.COM

February 17, 2004

COLUMBIA SQUARE
555 THIRTEENTH STREET, NW
WASHINGTON, DC 20004-1109
TEL (202) 637-5600
FAX (202) 637-5910
WWW.HHLAW.COM

Michael S. Hooker, Esquire
Glenn Rasmussen Fogarty & Hooker, P.A.
1000 South Ashley Drive
Suite 1300
Tampa, Florida 33602

RE: Tampa Electric Company

Dear Mr. Hooker:

As counsel to Bright House Networks ("BHN"), and pursuant to 47 C.F.R. 1.1404(j), the purpose of this letter is to request that Tampa Electric Company ("TECO") provide me with copies of TECO's rate calculations—including all source data—for pole-attachment rentals it seeks to charge BHN. In addition, please provide us with TECO's continuing property records as may pertain to TECO's pole and pole-related investments, its current total number of utility poles in service, and any and all records and other material indicating the amounts that TECO has booked to FERC Account 364 that consists of equipment other than poles, anchors and guys for the years 2000, 2001, 2002, 2003, 2004 and 2005.

Please forward the requested information to me at your earliest convenience, but in no case later than March 20, 2006.

Sincerely,



J. D. Thomas

Exhibit 3

changed or endorsed except upon thirty (30) days written notice thereof to the Electric Company.

ARTICLE XII

EXISTING RIGHTS OF OTHER PARTIES

Section 12.1 Nothing herein contained shall be construed as affecting the rights or privileges previously or hereafter conferred by the Electric Company, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and the Electric Company shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing or future contracts and arrangements.

ARTICLE XIII

TERM OF AGREEMENT

Section 13.1 This agreement shall become effective upon its execution and if not terminated in accordance with the provisions of Section 10.1 shall continue in effect for a term of not less than one (1) year. Either party may terminate the agreement at the end of said term or at any time thereafter by giving to the other party at least six (6) months written notice. Upon termination of the agreement in accordance with any of its terms, the Television Company shall immediately remove its CATV from all poles of the Electric Company. If not so removed, the Electric Company shall have the right to remove them at the cost and expense of the Television Company and without any liability therefore. The Electric Company shall deliver to the Television Company any equipment so removed upon termination of this agreement, upon the payment of the cost of removal, cost of storage and delivery and all other amounts then due the Electric Company.

ARTICLE XIV

ASSIGNMENTS OF RIGHTS

Section 14.1 The Television Company shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Electric Company.

Section 14.2 The use, however extended, of the Electric Company's poles, under this agreement, shall not create or vest in the Television Company any ownership or property rights in said poles, but the Television Company's rights therein shall remain those of a mere licensee. Nothing herein contained shall be construed to compel the Electric Company to maintain any of said poles for a period longer than demanded by its own service requirements.

ARTICLE XV

ATTORNEY'S FEE

Section 15.1 If Television Company breaches any provision of, or defaults on any of its obligations under, this agreement, (a) Television Company shall reimburse Electric Company for all costs and expenses, including a reasonable attorney's fee, incurred by Electric Company to collect payments due under this Agreement or otherwise to enforce Television Company's obligations under this Agreement, whether by lawsuit or other action, and (b) Electric Company shall be entitled, in addition to any damages and other remedies that it may have at law or in equity, to specific performance or injunctive relief without proof of actual monetary damage.

Section 15.2 The validity, interpretation, and enforcement of this agreement shall be governed by the laws of Florida, excluding those laws relating to the resolution of conflict between laws of different jurisdictions. Concurrently with the execution of this agreement, Television Company has appointed Malcolm V. McKay,

2600 First Financial Tower, Tampa, Florida 33602.

as its agent for service of process in Florida, and Television Company shall maintain at all times during the term of this agreement an agent for service of process in Florida. In addition, Television Company and Electric Company consent and agree that Hillsborough County, Florida, shall be the exclusive, proper, and convenient venue for any legal proceeding in federal or state court relating to this agreement or to the transactions effected pursuant to this agreement, and each party waives any defense, whether asserted by a motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue.

ARTICLE XVI

WAIVER OF TERMS OR CONDITIONS

Section 16.1 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.

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

Signed sealed and delivered
in the presence of:

G.W. Cook
Karen J. Fleschel

Signed sealed and delivered
in the presence of:

Candice L. Burch
Judith M. Vance
Barbara J. Schlipf
Barbara J. Belzman

TAMPA ELECTRIC COMPANY

By G. C. Dickson, Jr.
Vice President

ATTEST

By St. Savitt
Secretary

APOLLO BEACH CABLEVISION, INC.

By Ken [Signature]
President

ATTEST

By William M. P. [Signature]
Secretary

This instrument was prepared by
G.W. Cook
TAMPA ELECTRIC COMPANY
P. O. Box 111
Tampa, Florida 33601

EXHIBIT "A"

TECO NO. NO. _____

PAR. NO. _____

(CATV CO. USE ONLY)

Permit Code No. _____

In accordance with the terms of agreement dated _____, 19____ application is hereby made for permit to make attachments to the following poles;

Location: City _____ County _____, Florida
POLE NUMBER(S) POLE LOCATIONS

Section _____, Township _____, Range _____

By _____
Title _____

CATV COMPANY
Project Supervisor

(Include deposit of \$ _____ per pole when required).

(TECO USE ONLY)

1. Permit approved on _____, 19____, subject to your approval of the following changes and rearrangements: _____

at an estimated cost to you of \$ _____ payable in advance.

2. Permit denied on _____, 19____.

Comments: _____

BY: _____

TITLE: _____
TAMPA ELECTRIC COMPANY

(CATV CO. USE ONLY)

Total Previous Poles _____
Poles This Permit _____
TOTAL _____

Cable Attachments Requested Above Completed on _____, 19____

BY: _____

TITLE: _____
CATV COMPANY

EXHIBIT B
ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
CATV COMPANY - TAMPA ELECTRIC COMPANY

Notification of Removal by Television Company

_____ 19

In accordance with the terms of agreement dated _____
19_____, kindly cancel from your records the following poles
covered by Permit No. _____ from which attachments were
removed on _____, 19_____.

Location: City _____ County _____ Florida

<u>Pole Number</u>	<u>Permit Number</u>	<u>Pole Location</u>
------------------------	--------------------------	----------------------

The CATV Company

By _____

Title _____

Notice acknowledged

By _____

_____ 19_____

Title _____

Notice No. _____

Tampa Electric Company

Total Poles Discontinued This Notice _____

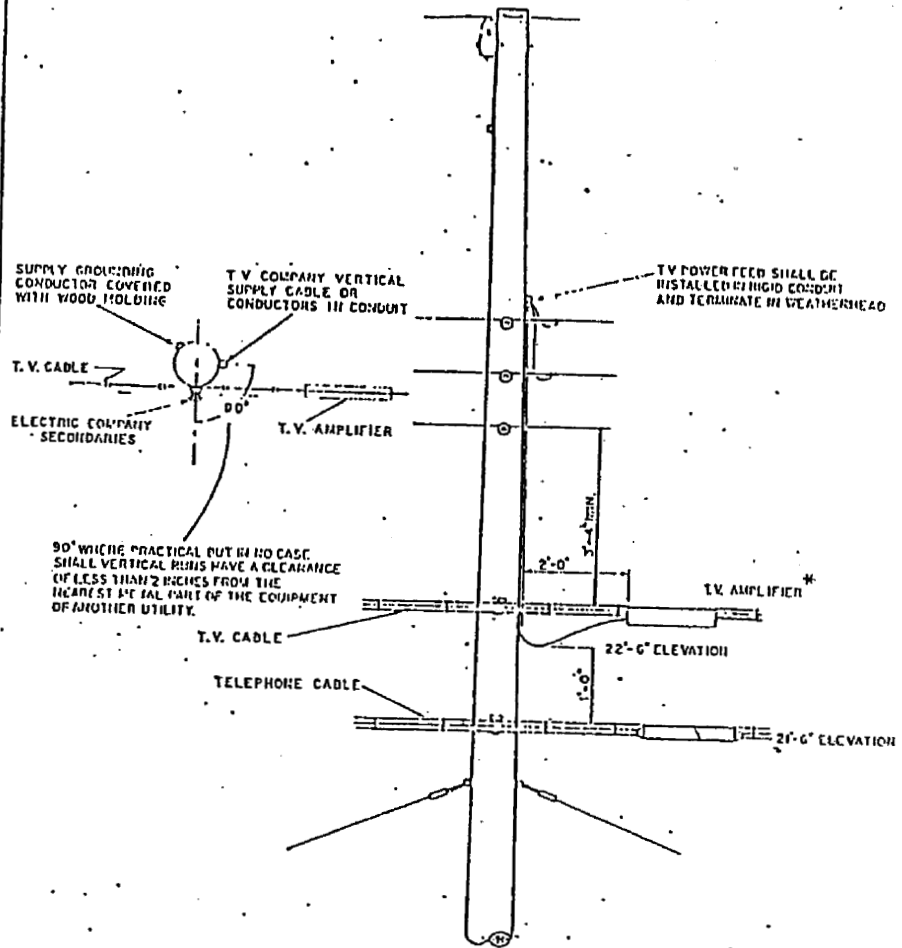
Poles Previously Vacated _____

Total Poles Vacated to Date _____

EXHIBIT "C"

SCHEDULE OF REQUIRED BOND COVERAGE

<u>Number of Attachments</u>	<u>Amount of Coverage</u>
0-500	\$10,000
501-1000	\$20,000
1001-1500	\$30,000
1501-2000	\$40,000
2001-2500	\$50,000
Over 2500	\$70,000



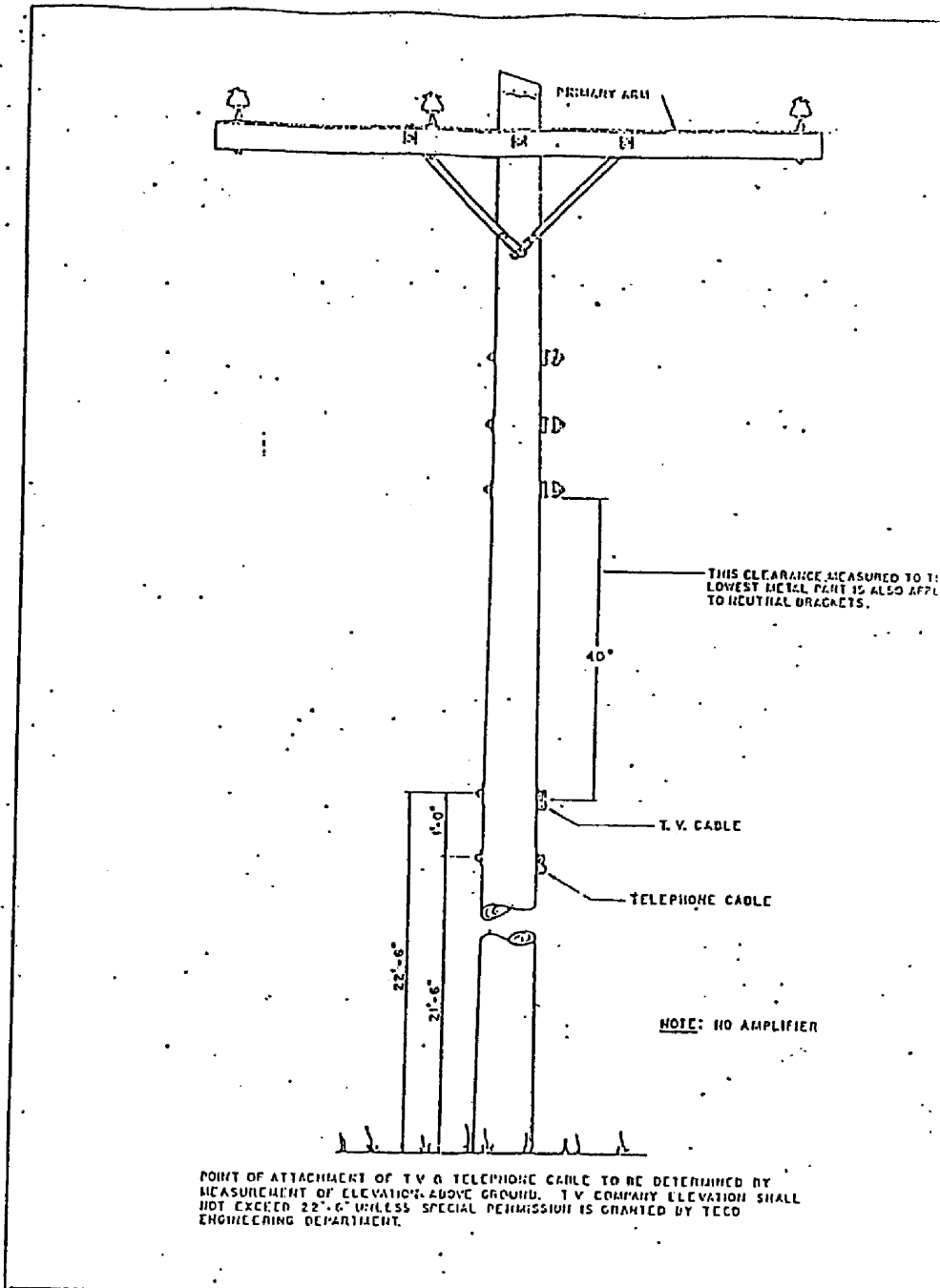
* GROUNDING AND OVERCURRENT PROTECTION AS PER NATIONAL ELECTRICAL CODE.

MINIMUM VERTICAL & HORIZONTAL CLEARANCES FOR JOINT USE CONST.

APP. DATE 8-4-65

TAMPA ELECTRIC CO. ENGINEERING DEPT. OVERSEAS AIR CONDITIONING SYSTEMS

EXHIBIT 1



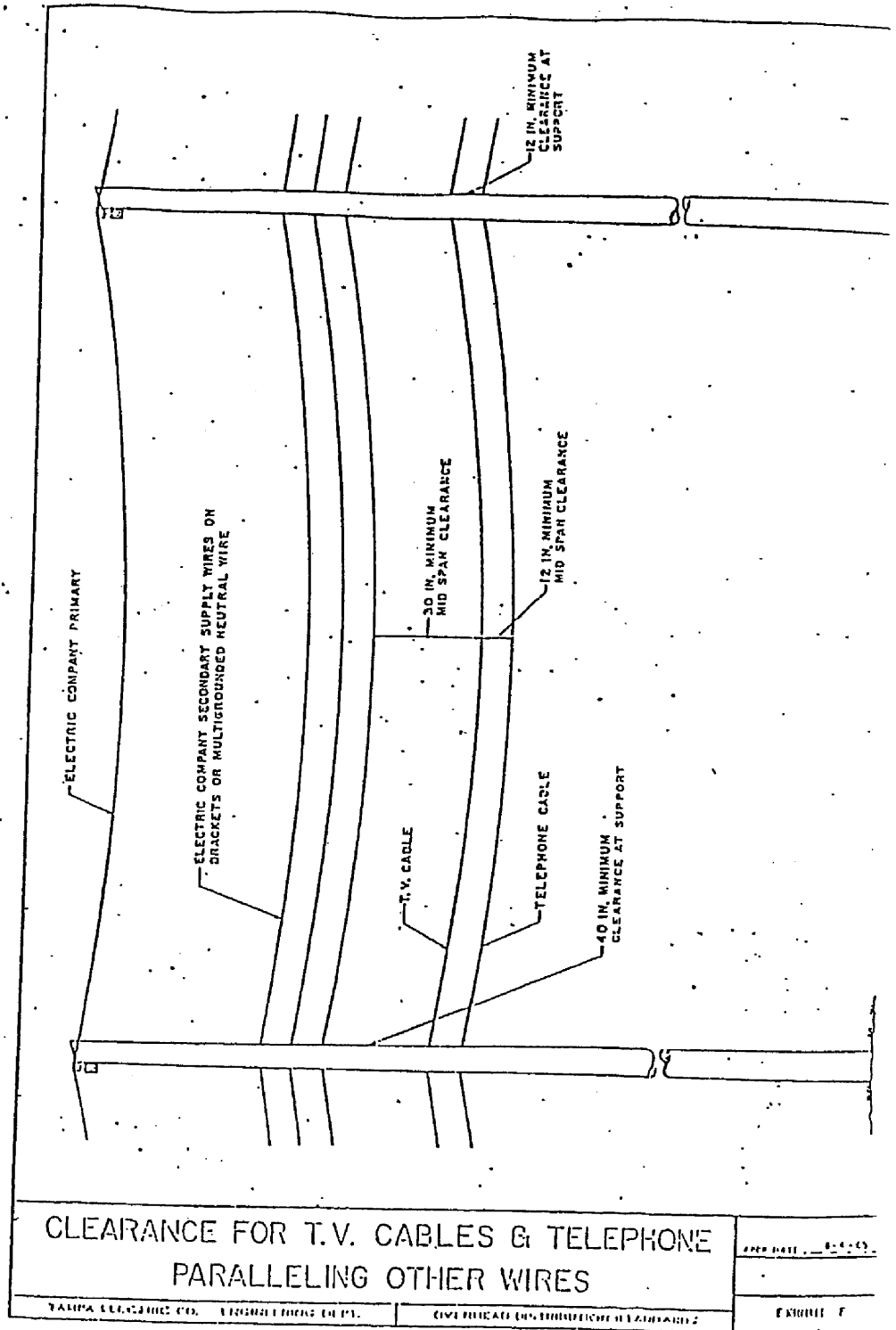
MINIMUM VERTICAL CLEARANCES FOR JOINT USE CONST.

APPX DATE 8-4-65

TAMPA ELECTRIC CO. ENGINEERING DEPT.

COVER ALL ENGINEERING STAFFERS

EXHIBIT C



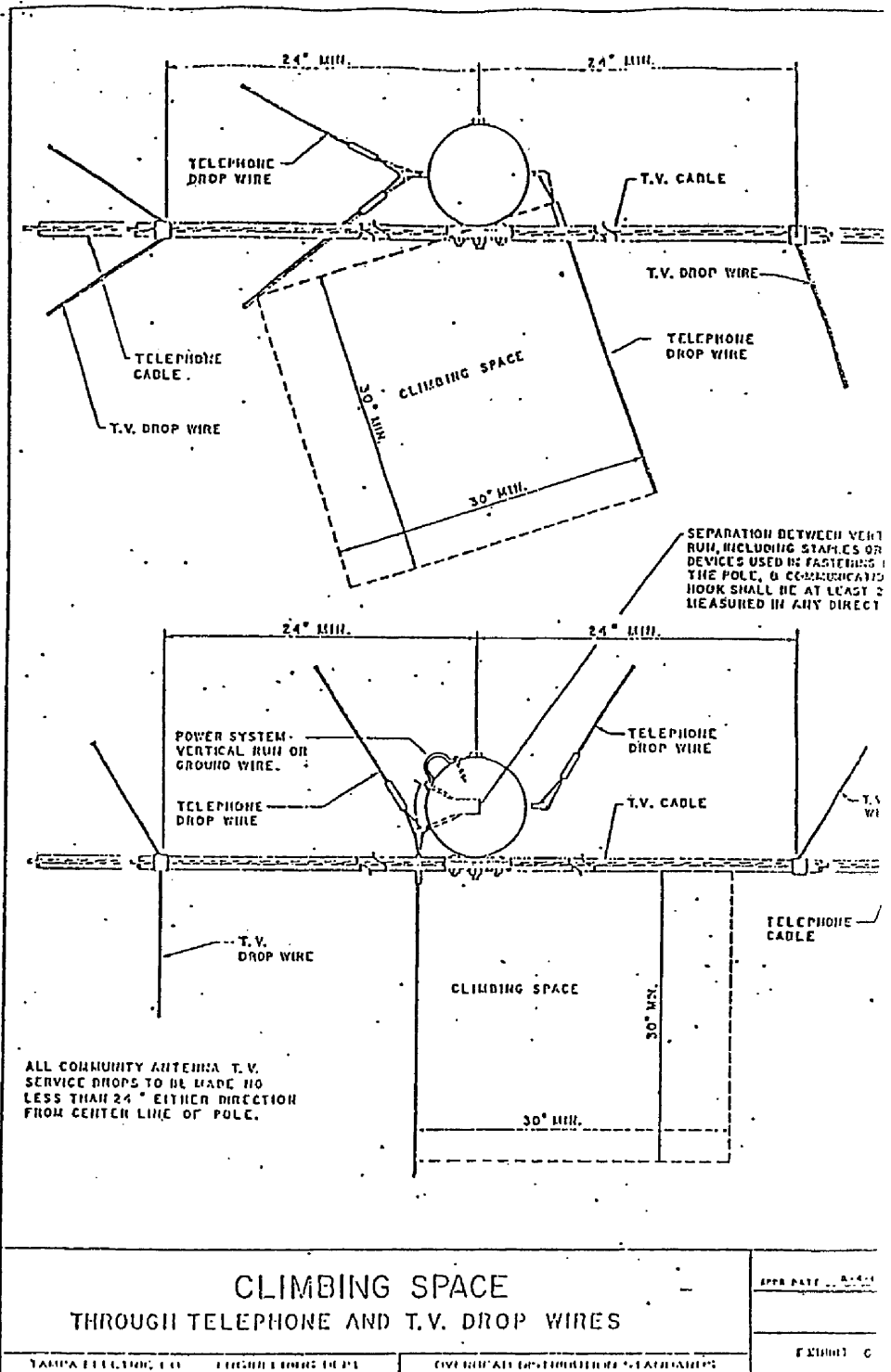
CLEARANCE FOR T.V. CABLES & TELEPHONE
PARALLELING OTHER WIRES

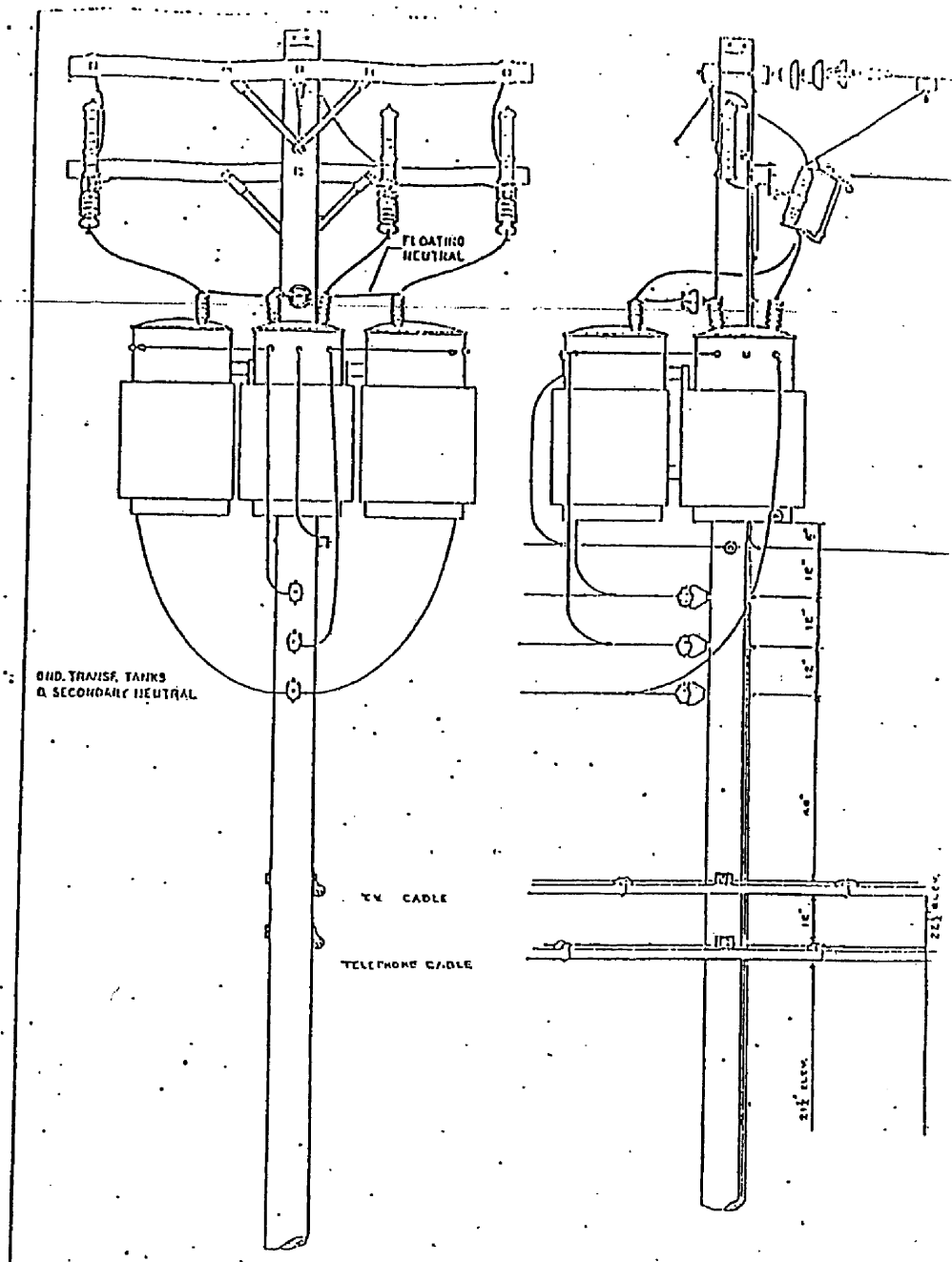
APPROX. DATE 8-4-65

TABLE 1. CLEARANCE FOR T.V. CABLES PARALLELING OTHER WIRES

CONSTRUCTION OF TELEPHONE CABLES

FIGURE 7





ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM
TO DISTRIBUTION POWER POLES

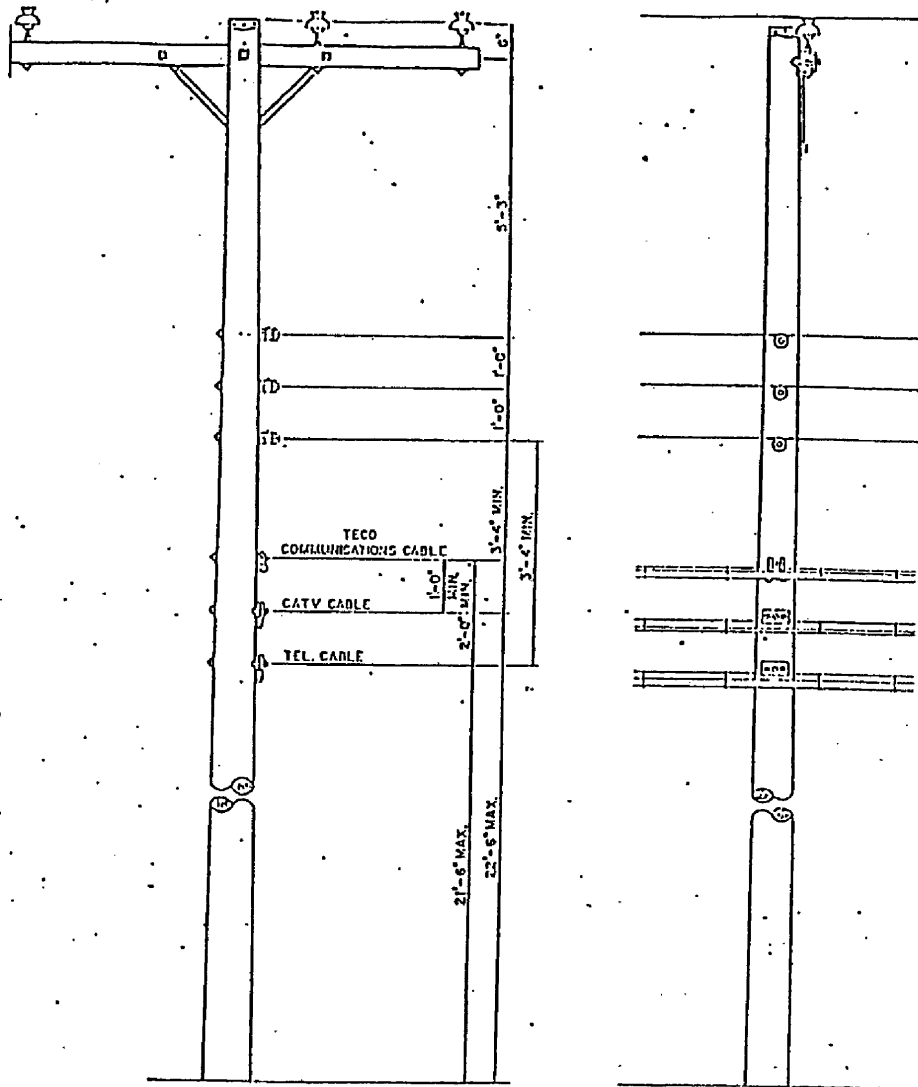
0-4-65
EXHIBIT

TAMPA ELECTRIC CO. LIGHTING DEPT.

OVERHEAD DISTRIBUTION STATIONS

NOTES

- 1- ALL CLEARANCE MEASUREMENTS SHALL BE TAKEN FROM LOWEST SURFACE OF STRUCTURE TO LOWEST ELEVATION SHALL BE USED.
- 2- ALL CATV CABLE ELEVATION SHALL BE TAKEN WHEN APPROVED BY THE TELEPHONE CO.
- 3- ELEVATIONS SHALL BE TO THE BOTTOM OF CABLE CLEARANCE IT IS NOT TO BE TAKEN FROM THE BOTTOM OF ALL CABLE COVERS.
- 4- ALL TELECOMMUNICATIONS CABLE, CATV CABLE, AND TEL. CABLE SHALL BE MOUNTED ON THE SAME SIDE OF TOWER AS TECO SECONDARY.
- 5- TECO COMMUNICATIONS CABLE SHALL BE MOUNTED AT AN ELEVATION OF 23'-0" OR AS SPECIFIED BY ENGINEERING DEPT.



DESIGNED BY: *[Signature]*
 APPR. DATE: 3-17-66
 SUPERVISOR: _____
 DATE: _____

**CLEARANCES FOR JOINT CONSTRUCTION ALONG
TECO COMMUNICATIONS CABLE ROUTE**

EXHIBIT I

TAMPA TELEPHONE CO. ENGINEERING DEPT. OVERHEAD DISTRIBUTION CLEARANCES

USE WITH CARE *[Signature]* 8/25/66

ATTACHMENT AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
ACTON CATV INC.-SUMTER ASSOCIATES JOINT VENTURE

Section 0.1 THIS AGREEMENT, made and entered into this *23rd* day of *JAN. 1981* by and between Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company"; and Acton CATV, Inc., a Florida Corporation, and Sumter Associates LTD, a New Jersey Limited Partnership, D/B/A Sumter Associates Venture, a Joint Venture; herein referred to as the "Television Company."

W I T N E S S E T H

Section 0.2 WHEREAS, the Television Company proposes to furnish television distribution service to residents of Dade City, Florida, and surrounding service area, and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served and desires to attach such cables, wires and appliances to poles of the Electric Company.

Section 0.3 WHEREAS, the Electric Company is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires and appliances (excluding climbing aids), to its existing poles where, in its judgement, such use will not interfere with its own service requirements, including consideration of economy and safety.

Section 0.4 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto for themselves and for their successors and assigns do hereby mutually covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Section 1.1 This agreement shall be in effect inside the city limits of Dade City, and the surrounding unincorporated area of Pasco County, Florida where the Electric Company provides distribution service.

Section 1.2 The Electric Company reserves the right to deny the attachments of cables, wires and appliances by the Television Company to the Electric Company's poles which have been installed for purposes

other than or in addition to normal distribution of electric service including, among others, poles which in the judgement of the Electric Company (i) are required for the sole use of the Electric Company; (ii) would not readily lend themselves to attachments by the Television Company because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party.

Section 1.3 Pursuant to the right provided for in the foregoing section, the Electric Company hereby excludes its poles used to support its transmission lines (lines with voltage in excess of 15 KV) without special written permission from the Electric Company.

Section 1.4 The Electric Company hereby excludes concrete poles, metal poles (including aluminum), and painted wooden poles which have been installed primarily for improving the appearance of the overhead line. The Electric Company reserves the right upon thirty days' written notice to require the removal of the Television Company's facilities from pole lines which are being rebuilt in areas where improved appearance of the overhead line is of prime consideration.

ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

Section 2.1 Before making attachment to any pole or poles of the Electric Company, the Television Company shall make application and receive a permit therefor in the form of Exhibit A, hereto attached and made a part hereof.

Section 2.2 The Television Company shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair and in a manner suitable to the Electric Company and so as not to conflict with the use of said poles by the Electric Company, or by other utility companies using said poles, or interfere with the working use of facilities thereon or which may from time to time be placed thereon. The Television Company shall at any time, at its own expense, upon

notice from the Electric Company, relocate, replace or renew its facilities placed on said poles, or transfer them to substituted poles, to perform any other work in connection with said facilities that may be required by the Electric Company; provided, however, that in cases of emergency, the Electric Company may arrange to relocate, replace or renew the facilities placed on said poles by the Television Company, to transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon or for the service needs of the Electric Company, and the Television Company shall, on demand, reimburse the Electric Company for the expense thereby incurred. Nothing in this paragraph is to relieve the Television Company of maintaining adequate work forces readily at hand to promptly repair, service and maintain the Television Company's facilities where such condition is hindering the Electric Company's operations. All Television Company cable attachments will be made at an elevation of 22' 6". The Television Company is hereby advised that the telephone company has prior rights at an elevation of 21' 6". Any attachments made at an elevation less than 22' 6" requires release of the space from the telephone company.

Section 2.3 The Television Company's cables, wires and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, or any amendments or revisions of said Code. Drawings marked Exhibits D through I, inclusive, are attached hereto to illustrate required construction under certain typical conditions, where span lengths are not more than three-hundred fifty feet (350') and voltage between any conductor and ground does not exceed eight thousand seven hundred (8,700) volts. These drawings are intended to be illustrative only, and the specifications of the Electric Company and of the National Electrical Safety Code, as both are from time to time

amended or revised, shall prevail in all instances. All power supplies and amplifiers shall be strand-mounted and should be housed in metal boxes that are inconspicuous, functional, and as maintenance free as possible.

Section 2.4 In the event that any pole or poles of the Electric Company to which the Television Company desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Electric Company will indicate on said form of Exhibit A the changes necessary to provide adequate poles and the estimated cost thereof to the Television Company and return it to the Television Company and if the Television Company still desires to make the attachments and returns the form of Exhibit A marked to so indicate together with an advance payment to reimburse the Electric Company for the entire estimated cost and expense thereof, including the materials cost of larger poles (less the new materials cost of poles removed), cost of installation and removal, expense of engineering and administration, the expense of transferring the Electric Company's facilities from the old to the new poles, and the then current stores handling charge on materials, the Electric Company will replace such inadequate poles with suitable poles. Where the Television Company's desired attachment can be accommodated on present poles of the Electric Company by rearranging the Electric Company's facilities thereon, the Television Company will compensate the Electric Company in advance for the full estimated expense incurred in completing such rearrangements. The Television Company will also in advance reimburse the Owner or Owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of poles (guying) required to accommodate the attachments of the Television Company shall be provided by and at the expense of the Television Company and to the satisfaction of the Electric Company. The Television Company as far as practicable must use existing

guying and anchoring locations which have been established by the Electric Company. The Television Company shall not set intermediate poles under or in close proximity to the Electric Company's facilities. The Television Company may, however, request the Electric Company to set such intermediate poles, and line extension poles, as the Television Company may desire, and the Electric Company shall have the option to accept or reject such request. If such request is granted, the Television Company shall reimburse the Electric Company in advance for the full cost of setting and attaching to such pole or poles. If the Television Company chooses to install CATV cable on a pole line on which the Electric Company has an existing communication cable, the cost of make-ready for the Television Company by the Electric Company will include:

- (1) The cost of relocation of the Electric Company's communication cable from its present existing elevation to the standard elevation of 23' 6".
- (2) The cost of all other required pole changeouts and wire transfers as outlined above in this attachment agreement.

Section 2.5 The Electric Company reserves to itself, its successors and assigns, the right to maintain its 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 or any amendments or revisions of said Code and such specifications particularly applying to the Electric Company hereinbefore referred to. The Electric Company shall not be liable to the Television Company for any interruption to service of the Television Company or for interference with the operation of the cables, wires and appliances of the Television Company arising in any manner whatsoever.

Section 2.6 The Television Company shall exercise special precautions to avoid damage to facilities of the Electric Company and of others supported on said poles; and hereby assumes all responsibility for any and all loss for such damage caused by the Television Company. The Television Company shall make an immediate report to the Electric Com-

pany of the occurrence of any such damage and hereby agrees to reimburse the Electric Company for the expense incurred in making repairs. Damage to plant or facilities of the Television Company or damage to equipment of subscriber to the Television Company's service, arising from accidental contact with the Electric Company's energized conductors, shall be assumed by the Television Company.

ARTICLE III

EVIDENCE TO OPERATE FROM GOVERNMENT AND MUNICIPAL AUTHORITIES

Section 3.1 The Television Company shall submit to the Electric Company evidence, satisfactory to the Electric Company, of its authority to erect and maintain its facilities within public streets, highways, and other thoroughfares and shall secure any necessary consent from state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of the Electric Company which it desires to use.

ARTICLE IV

RIGHT-OF-WAY FOR TELEVISION COMPANY'S ATTACHMENTS

Section 4.1 It shall be the sole responsibility of the Television Company to obtain for itself such rights of way or easements as may be appropriate for the placement and maintenance of its attachments to the Electric Company's poles located on private property of third parties. While the Electric Company will cooperate with the Television Company in obtaining rights-of-way or easements, the Electric Company shall not be required to contact or negotiate with property owners or incur any expenses in connection therewith. No guarantee is given by the Electric Company of permission from property owners, municipalities or other for use of poles and rights-of-way easement by the Television Company, and if objection is made thereto and the Television Company is unable to satisfactorily adjust the matter within a reasonable time, the Electric Company may at any time upon thirty (30) days' notice in writing to the Television Company, require the Television Company to remove

its attachments from the poles involved and its appliances from the rights-of-way easement involved and the Television Company shall, within thirty (30) days after receipt of said notice, remove its attachment from said poles and its appliances from said right-of-way easement at its sole expense. Should the Television Company fail to remove its attachments and appliances, as herein provided, the Electric Company may remove them without liability for loss or damage and the Television Company shall reimburse the Electric Company for the expense incurred.

ARTICLE V

INSPECTION AND PAYMENT BOND

Section 5.1 The Electric Company, because of the importance of its service, reserves the right to inspect each new installation of the Television Company on its poles and in the vicinity of its lines or appliances and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of the entire plant of the Television Company; and the Television Company shall, on demand, reimburse the Electric Company for the expense of such inspections at the rate equal to the then current hourly rate of a journeyman lineman plus associated overhead expenses and vehicle expenses. The Electric Company reserves the right to approve the specifications of a minimum safety training program which shall be enforced by the Television Company. Such inspections and specifications, made or not, shall not operate to relieve the Television Company of any responsibility, obligation or liability assumed under this agreement. Inspection payments by the Television Company to the Electric Company, shall be limited to not more than one inspection payment per pole each calendar year during the period covered by the agreement.

Section 5.2 Bills for inspections, expenses and other charges under this agreement, except those advance payments specifically covered here in, shall be payable within thirty (30) days after presentation. Non-payment of bills shall constitute a default of this agreement.

Section 5.3 For the purpose of guaranteeing payment of any sums which may become due to the Electric Company for rentals, inspections, or for work performed for the benefit of the Television Company under this agreement, as well as the cost of removal of attachments on terminations of this agreement under any of its provisions, the Television Company shall furnish to the Electric Company and maintain in force at all times an appropriate payment bond issued by a corporate surety acceptable to the Electric Company and authorized to do business in the State of Florida in the amount provided in the attached Schedule of Required Bond Coverage, Exhibit C, for the number of attachments at the time located on the Electric Company's poles.

ARTICLE VI

ABANDONMENT AND REMOVAL OF ATTACHMENTS

Section 6.1 The Television Company may at any time remove its CATV from any pole or poles of the Electric Company, but shall immediately give the Electric Company 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.

Section 6.2 Upon notice from the Electric Company to the Television Company that the use of any pole or poles is forbidden for any reason under the terms of this contract, the permit covering the use of such pole or poles shall immediately terminate and the CATV of the Television Company shall be removed at once from the affected pole or poles at the cost of the Television Company.

ARTICLE VII

RENTAL, DEPOSIT AND PROCEDURE FOR PAYMENTS

Section 7.1 The Television Company shall pay to the Electric Company, for attachments made to poles under this agreement, a rental at the rate of \$8.64 for the calendar year 1980 and shall thereafter pay the Electric Company for attachments made to poles under this agreement, rentals at the CATV rates specified in Article VIII of this agreement. Said rental shall be payable semi-annually in advance on the first day of January and the first day of July

of each year during which this agreement remains in effect and is deemed delinquent ten (10) days thereafter.

Semi-annual rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of June and the first day of December, respectively. The rent for each new CATV attachment shall be such prorata amount as may be due for the use of the pole from the date of attachment to the next semi-annual payment date. Interest at the annual rate of 18% shall be payable on each delinquent rental payment, on demand (or monthly on the first day of each month after the rental payment becomes delinquent).

Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or the amplifier wattage for billing purposes.

Section 7.3 The Television Company shall furnish to the Electric Company with Exhibit "A", a deposit in the amount of the then existing CATV Rate times the number of poles upon which CATV attachments are requested. This deposit shall be credited first to the rent due on the prorata billing for the new CATV attachments and any balance shall be credited to the next semi-annual rent period in which these attachments are included. If any of the CATV attachment requests in the Exhibit "A's" are denied or withdrawn the Electric Company shall refund to the Television Company an amount equal to the number of poles not approved times the then existing CATV Rate at the time the Exhibit "A" is approved.

ARTICLE VIII

PERIODICAL REVISION OF ATTACHMENT RENTAL RATE

Section 8.1 The CATV rate shall increase to \$9.33 for the calendar year 1981 and to \$10.08 for the calendar year 1982. Thereafter the CATV rate shall be adjusted, up or down, as the case may be, but never to an amount lower than Ten Dollars and Eight Cents (\$10.08), as of the first day of each succeeding calendar year in accordance with changes in the Consumer Price Index for all Urban

Consumers (the "Index"), published by the Bureau of Labor Statistics United States Department of Labor, (the "BLS"). The actual CATV rate for the calendar year 1983 and each succeeding calendar year shall be an amount equal to the product of the Index most recently published prior to the beginning of the calendar year for which the adjustment is being made, multiplied by Ten Dollars and Eight Cents (\$10.08), divided by the Index most recently published prior to the beginning of the calendar year 1982. If the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published prior to the beginning of the calendar year 1983, then the Electric Company and the Television Company shall agree on some other index serving the same purpose to determine the CATV rate for the calendar year 1983 and each succeeding calendar year. If the Index as now constituted, compiled and published shall be revised or ceases to be compiled and published after the beginning of the calendar year 1983, then the Electric Company and the Television Company shall request the BLS to furnish them with a statement converting the Index published most recently prior to the beginning of the calendar year 1982 to a figure that would be comparable in another index published by BLS, and shall use such other index to determine the CATV rate for each calendar year beginning after the Index, as now constituted, compiled and published provided that if the Electric Company and the Television Company shall be unable to secure an appropriate conversion figure from the BLS, they shall agree on some other index serving the same purpose to determine the CATV rate for each calendar year beginning after the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published.

ARTICLE IX

RELEASE AND HOLD HARMLESS

Section 9.1 In executing this contract the Television Company hereby releases the Electric Company and all other TV Companies signing similar contracts from any and all claims, charges and demands of whatever kind or nature from beginning of the world to the date hereof, this contract being a settlement and compromise of various and divers disputes and differences between the Electric Company and all other TV Companies signing similar contracts

and the Television Company.

ARTICLE X

DEFAULTS

Section 10.1 If the Television Company shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after ~~written notice from the Electric Company~~ to correct such default or non-compliance, the Electric Company may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occurred. In case of such termination, no prepaid rentals shall be refunded.

ARTICLE XI

LIABILITY AND INSURANCE REQUIREMENTS

Section 11.1 The Television Company hereby assumes full responsibility and liability for all work and labor necessary to attach CATV to poles of the Electric Company and for the removal of the same in accordance with other provisions of this contract.

Section 11.2 The Television Company hereby assumes full responsibility and liability for, and agrees to indemnify and save the Electric Company harmless from and against, all liabilities, claims for damages and suits for or by reason of any injury to any person or persons, or damage to any property of any kind whatsoever, whether the property of the parties hereto or of third persons, from any and all cause or causes whatsoever, occasioned by or in any way connected with the installation, inspection, maintenance, existence or removal of any attachment of the Television Company or any act, omission or thing in any manner related to this agreement, irrespective of negligence, actual or claimed, upon the part of the Electric Company, its agents or employees. The obligation of the Television Company to indemnify the Electric Company shall include all charges, expenses, and costs, including attorneys' fees incurred by the Electric Company on account of or by reason of any such injuries, damages, liabilities, claims, suits or losses, and all damages growing out of the same.

Section 11.3 The Television Company agrees to procure and constantly maintain in force at its expense, in companies satisfactory to the Electric Company, policies of insurance with minimum limits as follows:

- (1) Workmen's Compensation and Employers' Liability Insurance for all of the Television Company's employees. If any of the work is sublet to a contractor, the Television Company shall require the contractor to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under the Television Company's insurance.
- (2) General Liability Bodily Injury Insurance of \$200,000 for any one person and \$500,000 for any one accident.
- (3) General Liability Property Damage Insurance of \$50,000 for any one accident and \$100,000 in the aggregate.
- (4) If any of the work is sublet to a contractor, Owner's Protective Liability Insurance, covering claims for bodily injury or death and damages to property of others, to the full limits specified in (2) and (3) above, showing both the Electric Company and the Television Company as owners.
- (5) Automobile Liability Bodily Injury Insurance (covering owned, hired and all classes of non-owned vehicles) of \$200,000 for any one person and \$500,000 for any one accident.
- (6) Automobile Liability Property Damage Insurance (covering owned, hired and all classes of non-owned vehicles) of \$25,000 for any one accident.
- (7) Contractual Liability Insurance to the full limits of, and for the liabilities insured under, above policies, and expressly including the liabilities assumed by the Television Company under the indemnity clause set forth as Section 11.2 above.

Section 11.4 Prior to the Television Company making any attachments to poles of the Electric Company, the Television Company shall furnish the Electric Company certificates of the Television Company's insurance carrier showing that the Television Company carries the requisite insurance and that the policies, issued in accordance with the requirements 2,3,4, and 7 of Section 11.3 have been endorsed to show the Electric Company as an additional assured. Said certificates shall also provide that such insurance shall not be terminat

changed or endorsed except upon thirty (30) days written notice thereof to the Electric Company.

ARTICLE XII

EXISTING RIGHTS OF OTHER PARTIES

Section 12.1 Nothing herein contained shall be construed as affecting the rights or privileges previously or hereafter conferred by the Electric Company, by contract or otherwise, to ~~others, not parties to this agreement, to use any poles covered~~ by this agreement; and the Electric Company shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing or future contracts and arrangements.

ARTICLE XIII

TERM OF AGREEMENT

Section 13.1 This agreement shall become effective upon its execution and if not terminated in accordance with the provisions of Section 10.1 shall continue in effect for a term of not less than one (1) year. Either party may terminate the agreement at the end of said term or at any time thereafter by giving to the other party at least six (6) months written notice. Upon termination of the agreement in accordance with any of its terms, the Television Company shall immediately remove its CATV from all poles of the Electric Company. If not so removed, the Electric Company shall have the right to remove them at the cost and expense of the Television Company and without any liability therefore. The Electric Company shall deliver to the Television Company any equipment so removed upon termination of this agreement, upon the payment of the cost of removal, cost of storage and delivery and all other amounts then due the Electric Company.

ARTICLE XIV

ASSIGNMENTS OF RIGHTS

Section 14.1 The Television Company shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Electric Company.

Section 14.2 The use, however extended, of the Electric Company poles, under this agreement, shall not create or vest in the Television Company any ownership or property rights in said poles, but the Television Company's rights therein shall remain those of a mere licensee. Nothing herein contained shall be construed to compel the Electric Company to maintain any of said poles for a period longer than demanded by its own service requirements.

ARTICLE XV

ATTORNEY'S FEE

Section 15.1 If Television Company breaches any provision of, or defaults on any of its obligations under, this agreement, (a) Television Company shall reimburse Electric Company for all costs and expenses, including a reasonable attorney's fee, incurred by Electric Company to collect payments due under this Agreement or otherwise to enforce Television Company's obligations under this Agreement, whether by lawsuit or other action, and (b) Electric Company shall be entitled, in addition to any damages and other remedies that it may have at law or in equity, to specific performance or injunctive relief without proof of actual monetary damage.

Section 15.2 The validity, interpretation, and enforcement of the agreement shall be governed by the laws of Florida, excluding those laws relating to the resolution of conflict between laws of different jurisdictions. Concurrently with the execution of this agreement, Television Company has appointed

as its agent for service of process in Florida, and Television Company shall maintain at all times during the term of this agreement an agent for service of process in Florida. In addition, Television Company and Electric Company consent and agree that Hillsborough County, Florida, shall be the exclusive, proper, and convenient venue for any legal proceeding in federal or state court relating to this agreement or to the transactions effected pursuant to this agreement, and each party waives any defense, whether asserted by a motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue.

ARTICLE XVI

WAIVER OF TERMS OR CONDITIONS

Section 16.1 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.

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

Signed, sealed and delivered in the presence of:

G.W. Cook
Karen J. Hoke

TAMPA ELECTRIC COMPANY

By R. P. Robinson
Vice President

ATTEST

By B. Spauld
Secretary

Signed, sealed and delivered in the presence of:

Robert A. Welch Jr.
Robert A. Welch Jr.
Notary Public

Commission Expires Aug. 6, 1987.

By Ronald A. Mahon
Ronald A. Mahon
Vice President &
General Manager
Acton CATV, Inc.

ATTEST

By Asst. Secretary
Asst. Secretary

Frank G. Collins

This instrument was prepared by
G.W. Cook
TAMPA ELECTRIC COMPANY
P. O. Box 111
Tampa, Florida 33601

CATV POLE ATTACHMENT PERMIT

EXHIBIT "A"

TECO WO. NO. _____

PAR. NO. _____

(CATV CO. USE ONLY)

Permit Code No. _____

In accordance with the terms of agreement dated _____, 1 application is hereby made for permit to make attachments to the following poles;

Location: City _____ County _____, Flor
POLE NUMBER(S) POLE LOCATIONS

Section _____, Township _____, Range _____

By _____

Title _____

(Include deposit of \$ _____ per pole when required).

CATV COMPANY
Project Supervisor

(TECO USE ONLY)

1. Permit approved on _____, 19____, subject to your approval of the fc changes and rearrangements: _____

at an estimated cost to you of \$ _____ payable in advance.

2. Permit denied on _____, 19____.

Comments: _____

BY: _____

TITLE: _____

TAMPA ELECTRIC COMPANY

(CATV CO. USE ONLY)

Total Previous Poles _____

Poles This Permit _____

TOTAL _____

Cable Attachments Requested Above Completed on _____, 1

BY: _____

TITLE: _____

CATV COMPANY

EXHIBIT B

ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
CATV COMPANY - TAMPA ELECTRIC COMPANY

Notification of Removal by Television Company

_____, 19__

In accordance with the terms of agreement dated _____
19_____, kindly cancel from your records the following poles
covered by Permit No. _____ from which attachments were
removed on _____, 19_____.

Location: City _____ County _____ Florida

<u>Pole Number</u>	<u>Permit Number</u>	<u>Pole Location</u>

The CATV Company

By _____
Ronald A. Mahon
Title Vice President and General M

Notice acknowledged
_____ 19__

By _____
Title _____
Tampa Electric Company

Notice No. _____

Total Poles Discontinued This Notice _____

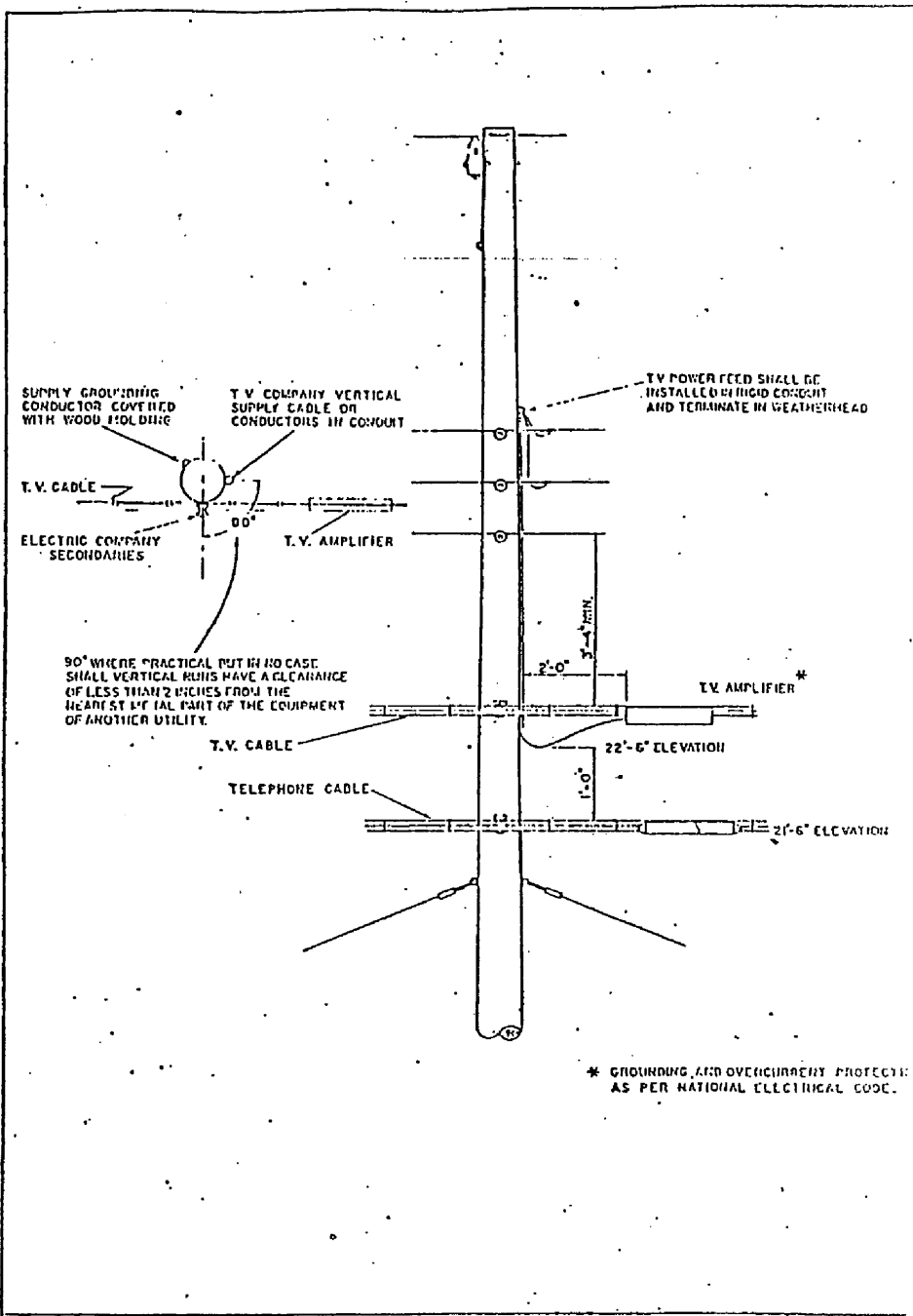
Poles Previously Vacated _____

Total Poles Vacated to Date ~ _____

EXHIBIT "C"

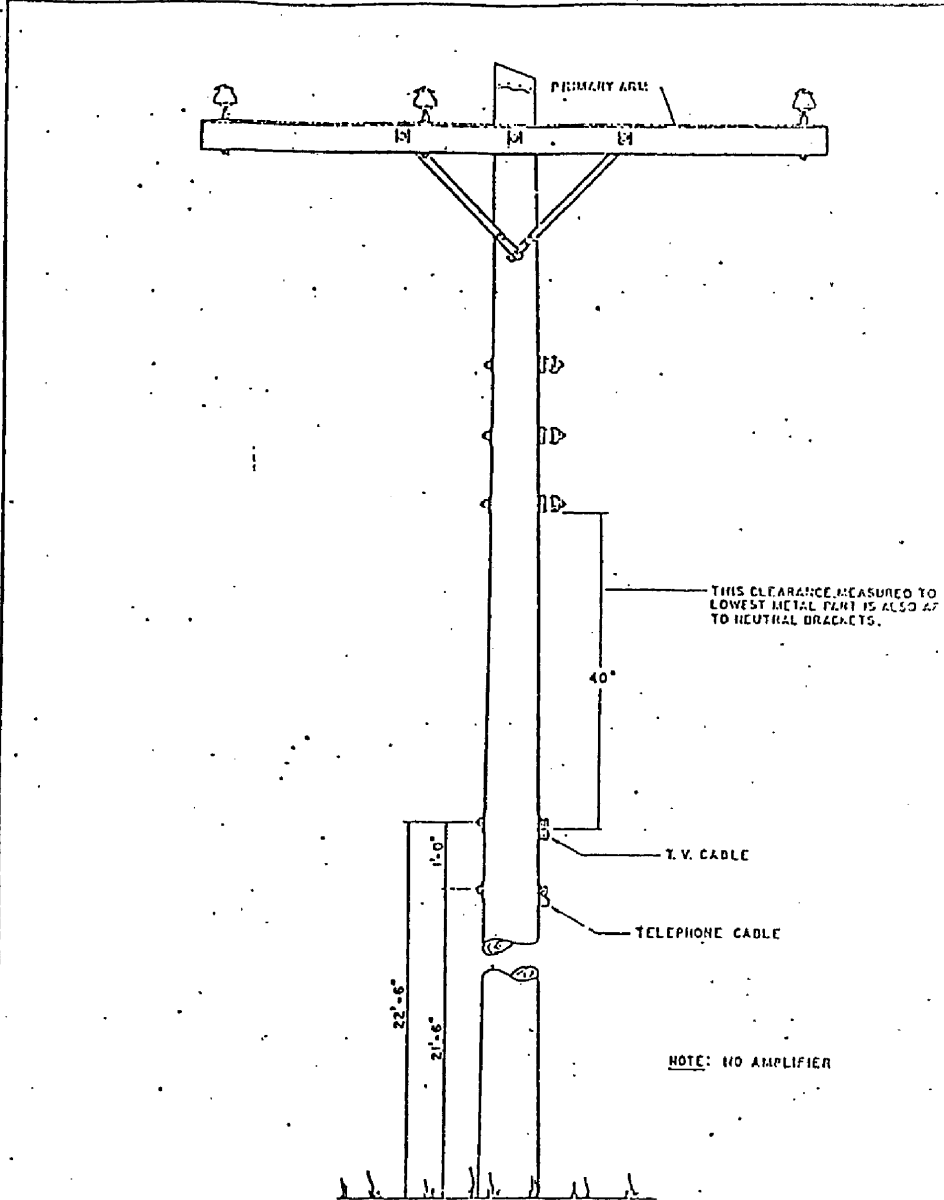
SCHEDULE OF REQUIRED BOND COVERAGE

<u>Number of Attachments</u>	<u>Amount of Coverage</u>
0-500	\$10,000
501-1000	\$20,000
1001-1500	\$30,000
1501-2000	\$40,000
2001-2500	\$50,000
Over 2500	\$70,000



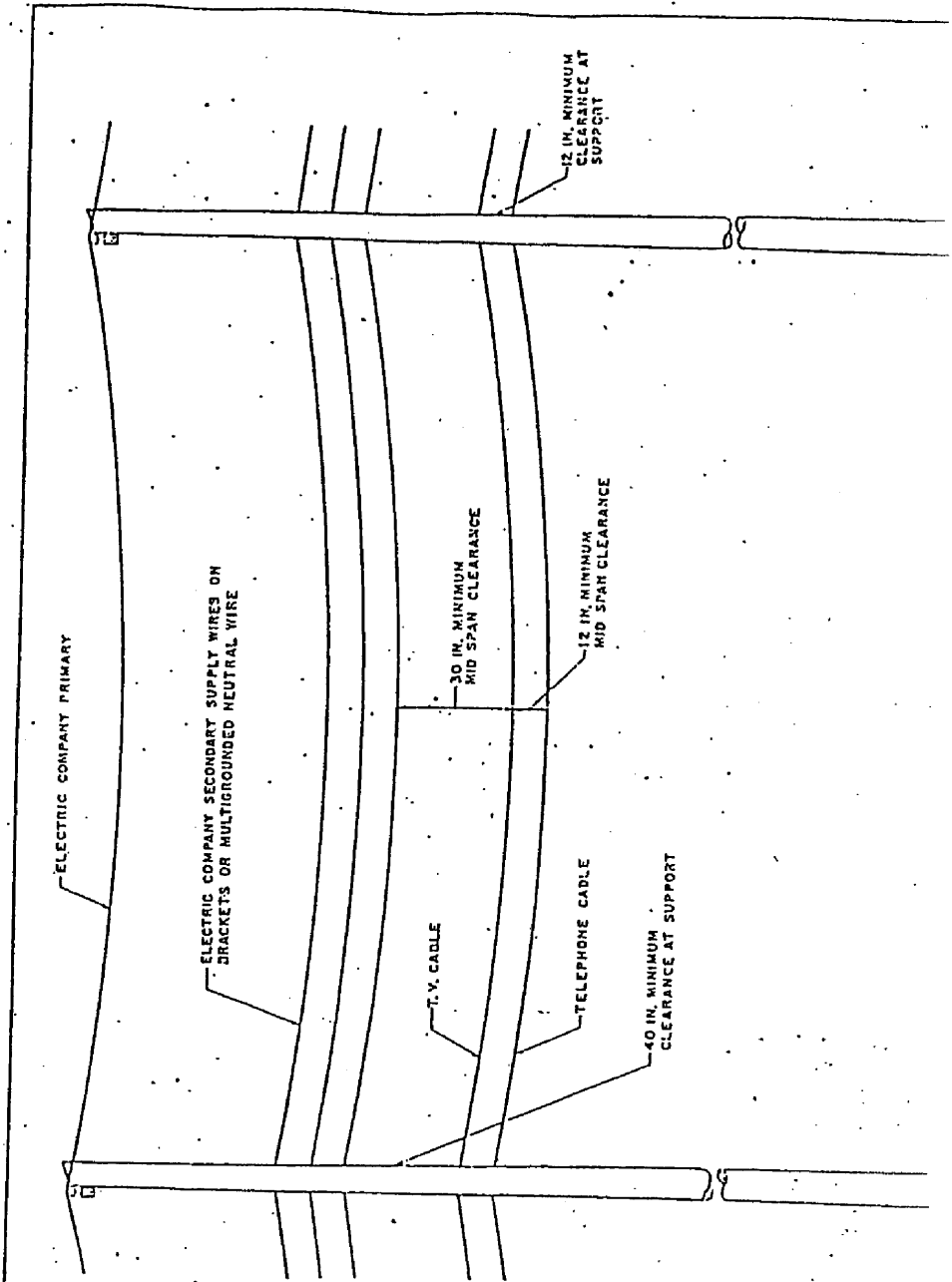
* GROUNDING AND OVERCURRENT PROTECTION AS PER NATIONAL ELECTRICAL CODE.

<h3>MINIMUM VERTICAL & HORIZONTAL CLEARANCES FOR JOINT USE CONST.</h3>		APPR'D BY: 8-4-11 EXP:
TAMPA ELECTRIC CO.	ENGINEERING DEPT.	OVERSEEN BY:



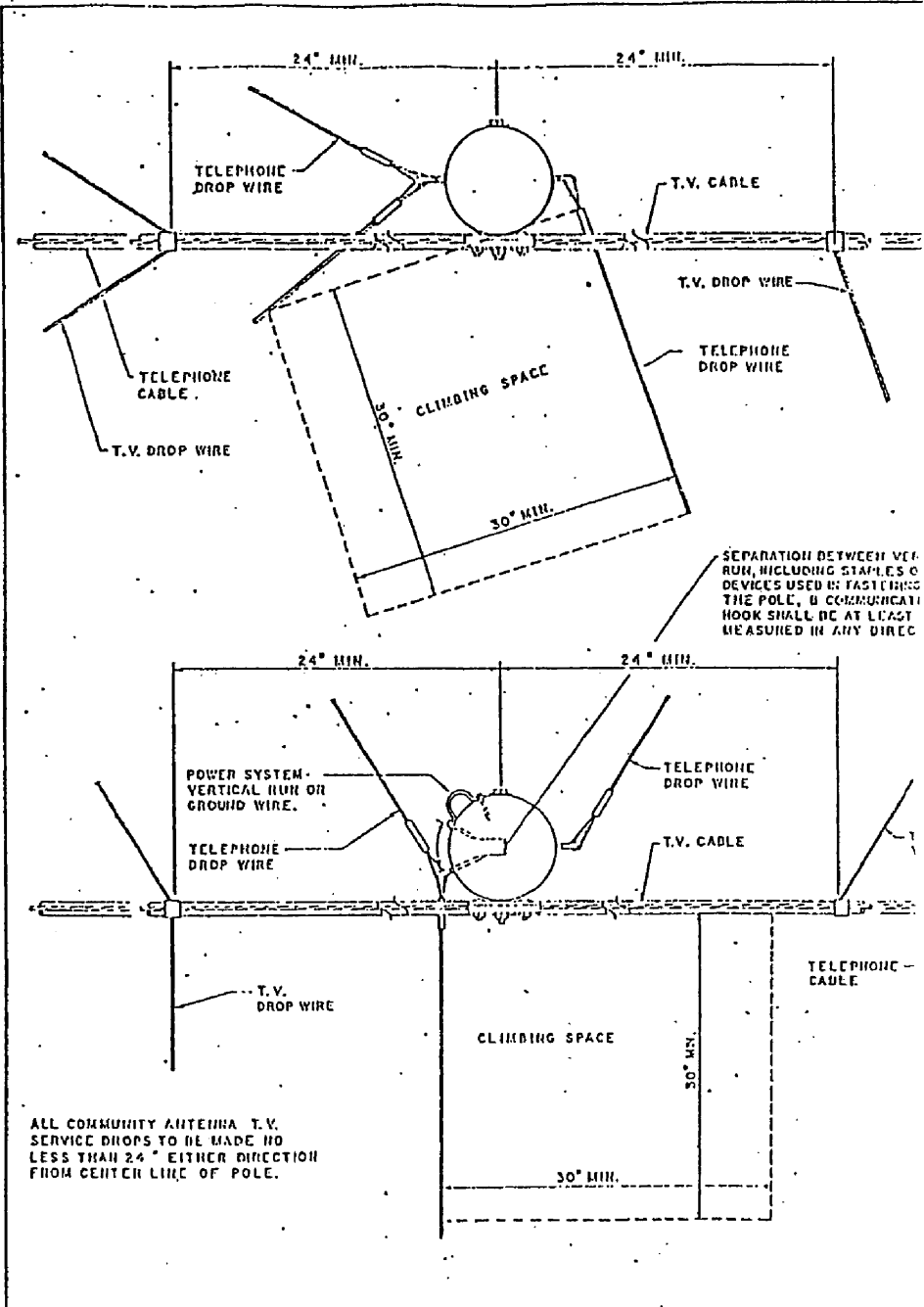
POINT OF ATTACHMENT OF T.V. & TELEPHONE CABLE TO BE DETERMINED BY MEASUREMENT OF ELEVATION ABOVE GROUND. T.V. COMPANY ELEVATION SHALL NOT EXCEED 22'-6" UNLESS SPECIAL PERMISSION IS GRANTED BY TCEC ENGINEERING DEPARTMENT.

<p>MINIMUM VERTICAL CLEARANCES FOR JOINT USE CONST.</p>		<p>APPARATUS A-6-1</p>
<p>TAMPA ELECTRIC CO. ENGINEERING DEPT.</p>	<p>OVERHEAD AIR CONDITIONING STANDARDS</p>	<p>EXHIBIT</p>



CLEARANCE FOR T.V. CABLES & TELEPHONE
PARALLELING OTHER WIRES

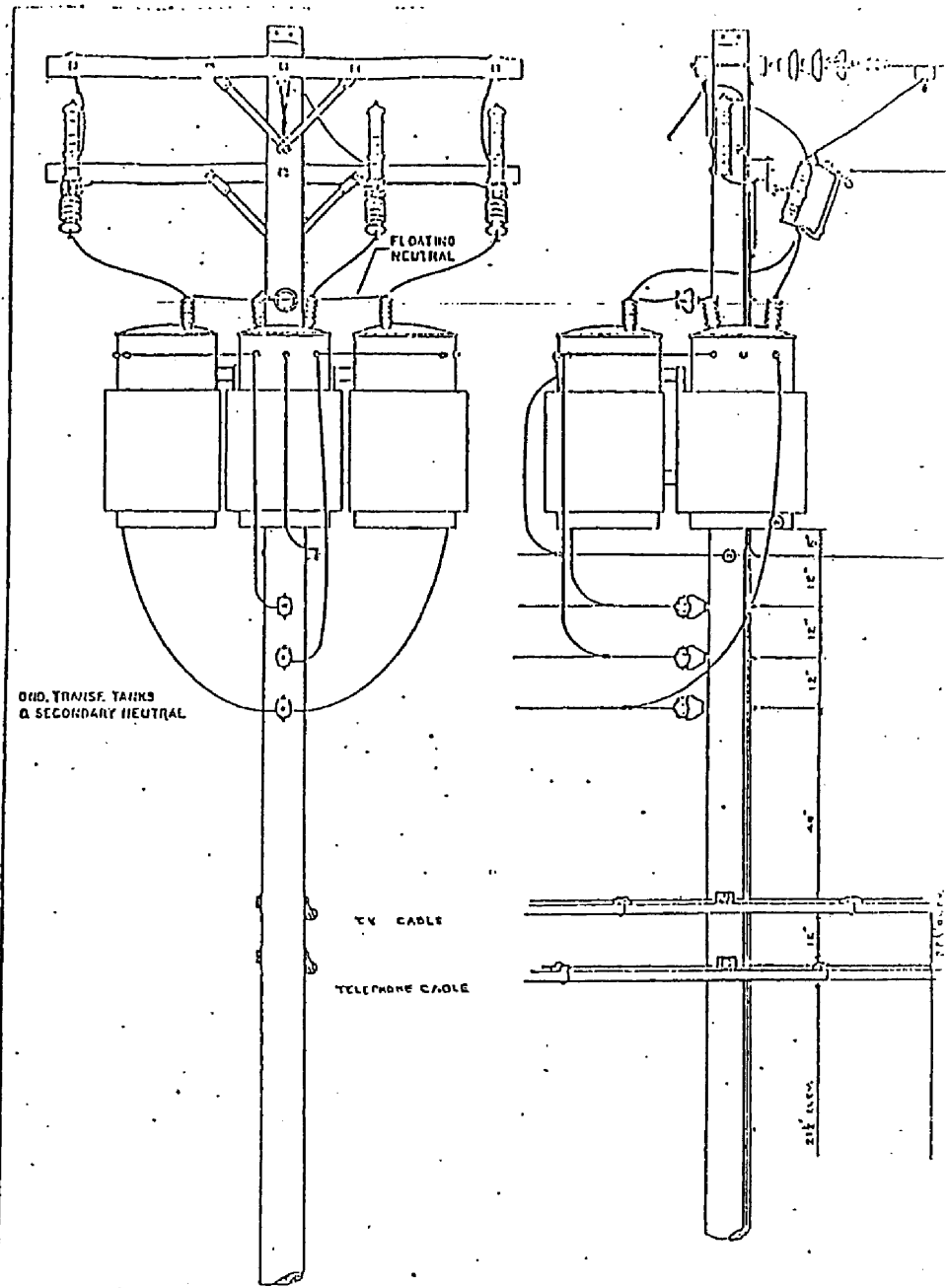
TAPPA ELECTRIC CO. ENGINEERING DEPT.	COMMERCIAL ENGINEERING DEPARTMENT	EXHIBIT
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CLIMBING SPACE
THROUGH TELEPHONE AND T.V. DROP WIRES

APPA DATE ... A

EX1001



ATTACHMENTS OF T.V. DISTRIBUTION SYSTEM
TO DISTRIBUTION POWER POLES

REV. 8-4-65

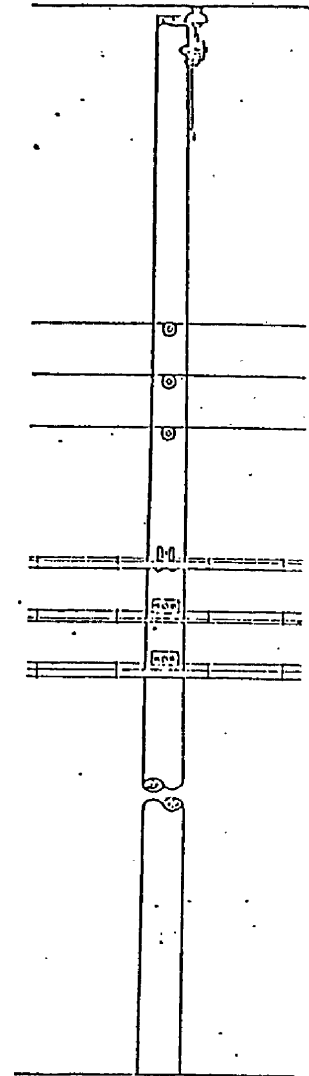
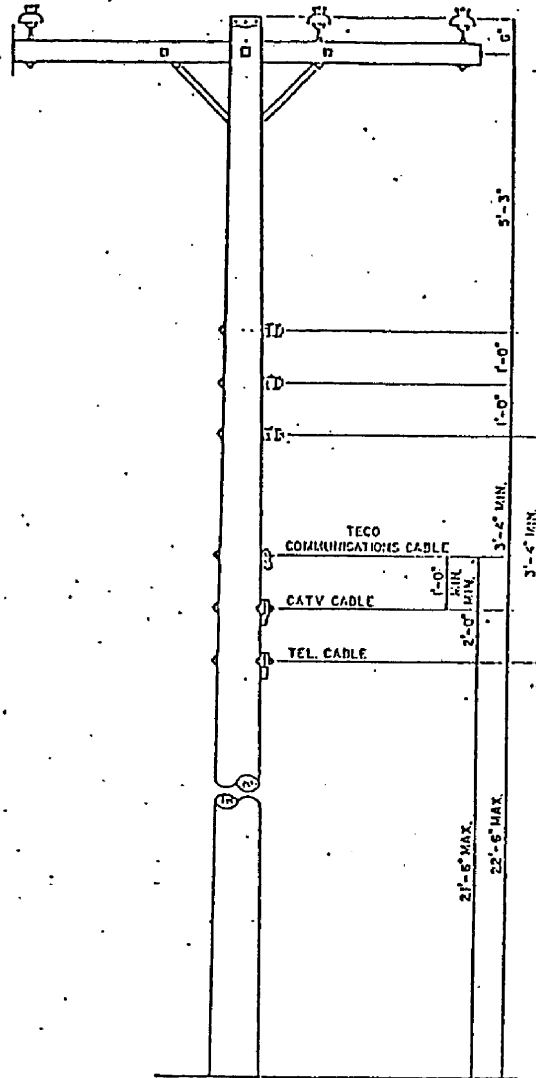
TAMPA ELECTRIC CO. LIGHTING DEPT

OVERHEAD DISTRIBUTION STANDARDS

EXHIBIT

NOTES

- 1- CABLE CLEARANCE MEASUREMENTS SHALL BE TAKEN FROM LOWEST CROSSARM AND FROM GROUND LOWEST ELEVATION SHALL BE USED.
- 2- THE CATV CABLE ELEVATION SHALL BE TAKEN WHEN APPROVED BY THE TELEPHONE CO.
- 3- ELEVATIONS SHALL BE TO THE TOP OF CABLE CLEARANCE TO BE TAKEN ABOVE THE BOTTOM ASPECT OF ALL CABLE BUNDLES.
- 4- TELECOMMUNICATIONS CABLE, CATV CABLE, AND TEL. CABLE SHALL BE ROUTED TO THE SAME SIDE OF POLE AS TECO SECONDARY.
- 5- TECO COMMUNICATIONS CABLE SHALL BE ROUTED AT AN ELEVATION OF 25'-0" OR AS SPECIFIED BY ENGINEERING DEPT.



DESIGNED BY: *[Signature]*
 APPR. DATE: 3-17-66
 SUPERVISOR: _____
 DATE: _____

**CLEARANCES FOR JOINT CONSTRUCTION ALONG
TECO COMMUNICATIONS CABLE ROUTE**

EXHIBIT I

TAMPA TELEPHONE CO. ENGINEERING DEPT. OVERHEAD INSTALLATION STANDARDS

1/0/105

ATTACHMENT AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
FLORIDA SATELLITE NETWORK, INC.

Section 0.1 THIS AGREEMENT, made and entered into this *15th* day of *SEPTEMBER*, 1982 by and between Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company," and Florida Satellite Network, Inc., a Florida corporation, herein referred to as the "Television Company."

WITNESSETH:

Section 0.2 WHEREAS, the Television Company proposes to furnish television distribution service to residents of Pasco County, Florida, and will need to erect and maintain aerial cables, wires and associated appliances (excluding climbing aids), herein referred to as "CATV" throughout the area to be served and desires to attach CATV to poles of the Electric Company.

Section 0.3 WHEREAS, the Electric Company is willing to permit, as provided herein, the attachment of CATV to its existing poles.

Section 0.4 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, herein contained, the parties hereto for themselves for their successors and assigns do hereby mutually covenant and agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Section 1.1 This agreement shall be in effect in the Television Company's franchised portion of the unincorporated area of Pasco County as of the date of this Contract, and where the Electric Company provides distribution service.

Section 1.2 The Electric Company reserves the right to deny the attachments of CATV by the Television Company to poles of the Electric Company which have been installed for purposes other than or in addition to normal distribution of electric service including, among others, poles which in the reasonable judgment of the Electric Company (i) are required for the sole use of the Electric Company, (ii) would not readily lend themselves to attachments of CATV because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party, other than a concern or firm using the pole for CATV, herein referred to as "TV company" in the singular and "TV companies" in the plural.

Section 1.3 Pursuant to the right provided for in the foregoing section, the Electric Company hereby excludes its poles used to support its transmission lines (lines with voltage in excess of 15 KV) unless in the judgment of the Electric Company (i) there is no other satisfactory means of traversing a certain area, and (ii) the transmission poles in question are adequate to add CATV.

Section 1.4 Pursuant to the right provided for in Section 1.2 the Electric

Company hereby excludes poles (including aluminum) and painted wooden poles which have been installed primarily for improving the appearance of the overhead lines unless in the judgment of the Electric Company (i) there is no other satisfactory means of traversing a certain area, and (ii) CATV will not seriously detract from the appearance of the poles.

Section 1.5 The Electric Company reserves the right upon thirty days' written notice to require the removal of the Television Company's CATV from poles which are being removed and if the Electric Company replaces the removed poles the provisions of Sections 1.2, 1.3, and 1.4 shall control with respect to reattachment.

ARTICLE II PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

Section 2.1 Before attaching CATV to any pole or poles of the Electric Company, the Television Company shall make application, furnish deposit as outlined in Article VII, Section 7.3 and receive a permit therefore in the form of Exhibit A, hereto attached and made a part hereof.

Section 2.2 The Television Company shall, at its own expense, make and maintain CATV in a safe condition and in good repair in a manner reasonably suitable to the Electric Company and so as not to conflict or interfere with (i) the requirements of Section 2.3, (ii) the existing or future use of said poles by the Electric Company or (iii) the existing use of licensees. The Television Company shall at any time, at its own expense, upon notice from the Electric Company, relocate, replace or renew its CATV placed on said poles, or transfer them to substituted poles, or perform any other work in connection with CATV that may be required by the Electric Company, provided, however, that in cases of emergency or refusal of the Television Company to comply, the Electric Company may arrange to relocate, replace or renew the CATV placed on said poles by the Television Company, transfer them to substituted poles or perform any other work in connection with CATV that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon or for the service needs of the Electric Company, and the Television Company shall, on demand, reimburse the Electric Company for the expense thereby incurred. Nothing in this paragraph shall relieve the Television Company from maintaining adequate work forces readily at hand to promptly repair, service and maintain the Television Company's CATV where the condition of the CATV is hindering the Electric Company's operations. All CATV will be attached at an elevation of 22'6" except when more than one TV Company attaches to the same pole. With multiple attachments the Electric Company will specify elevations for each TV Company's CATV. The Television Company is hereby advised that the telephone company has prior rights at an elevation of 21'6". Any attachments made at an elevation less than 22'6" requires release of the space from the telephone company.

Section 2.3 The Television Company's CATV, in each and every location, shall be erected and maintained in accordance with the then current requirements and specifications of the National Electrical Safety Code, or any subsequent

amendments or revisions of said Code. Drawings marked Exhibits D through I, inclusive, are attached hereto to illustrate required construction under certain typical conditions, where span lengths are not more than three hundred fifty feet (350') and voltage between any conductor and ground does not exceed eight thousand seven hundred (8,700) volts. These drawings are intended to be illustrative only, and the specifications of the Electric Company and of the National Electrical Safety Code, as both are from time to time amended or revised, shall prevail in all instances. All power supplies and amplifiers shall be strandmounted and should be housed in metal boxes that are inconspicuous, functional, and as maintenance free as possible.

Section 2.4 (a) In the event (i) that any pole or poles of the Electric Company to which the Television Company desires to make attachments are inadequate to support the proposed CATV in accordance with the aforesaid specifications, or (ii) that the Television Company's proposed CATV can be accommodated on present poles of the Electric Company but only by rearranging the existing facilities then the Electric Company will indicate on said form of Exhibit A the cost of all changes necessitated by the proposed CATV herein called make-ready cost, subject to later assessment for any applicable proration under Section 2.5, and return it to Television Company and if the Television Company still desires to attach the proposed CATV and returns the form of Exhibit A marked to so indicate together with a deposit of make-ready cost sufficient to reimburse the Electric Company and the Owner or Owners of other facilities attached to said poles including other TV Companies, all of whom are collectively referred to hereinafter as "Licensees" for the entire estimated cost and expense of all the changes, the Electric Company and the Licensees shall make such necessary changes.

(b) Any strengthening of poles (guying) required to accommodate the attachments of the Television Company shall be provided by and at the expense of the Television Company and to the satisfaction of the Electric Company. The Television Company as far as practicable must use existing guying and anchoring locations which has been established by the Electric Company.

(c) No intermediate or line extension poles under or in close proximity to the Electric Company's facilities shall be set other than by the Electric Company. The Television Company may, however, request the Electric Company to set such intermediate or line extension poles, as the Television Company may desire, and the Electric Company may at its own and sole discretion agree to set such poles if it has the capability of doing so at that time and setting such poles does not pose safety, engineering or appearance problems. If such request is granted, the Television Company shall reimburse the Electric Company in advance for the full cost of setting and attaching to such pole or poles, plus any expense attendant to attaching other existing lines.

(d) When more than one Television Company is making simultaneous attachments to the same pole as defined in Section 2.5, the cost as described in this section of such changes shall be borne in equal shares per pole.

Section 2.5 Pole attachment applications may be delivered to the Electric Company at any time. Each application will be in the form of Exhibit A and

must include a map of adequate scale showing the Electric Company poles (numbered in numerical order) to which the Television Company requests permission to attach. Any applications for CATV on the same poles or in the same area received within forty-five days after the first application for the poles or area, shall be considered as simultaneous applications. Any TV Company making a simultaneous application shall share the make-ready cost with all the other simultaneous applicants, and if it has already paid a deposit per Section 2.4 (a) it shall be assessed for its additional share which shall be paid within 15 days. Any applications received more than forty-five (45) days after the first application shall not be entitled to proration of costs from any prior simultaneous applicant.

Section 2.6 The Electric Company reserves to itself, its successors and assigns, the right to maintain its 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 or any amendments or revisions of said Code and such specifications particularly applying to the Electric Company hereinbefore referred to. The Electric Company shall not be liable to the Television Company for any interruption to service of the Television Company or for interference with the operation of cables, wires and appliances of the Television Company arising in any manner whatsoever whether caused by negligence of the Electric Company, Licensees, or third parties, or otherwise.

Section 2.7 The Television Company shall exercise special precautions to avoid damage to facilities of the Electric Company and Licensees supported on said poles, and hereby assumes all responsibility for any and all loss resulting from damage, caused by the Television Company. The Television Company shall make an immediate report to the Electric Company of the occurrence of any such damage and hereby agrees to reimburse the Electric Company or Licensees, as the case may be for the expense incurred in making repairs.

ARTICLE III

EVIDENCE TO OPERATE FROM GOVERNMENT AND MUNICIPAL AUTHORITIES

Section 3.1 The Television Company represents and warrants that it shall have and maintain any necessary consents and authorities from federal, state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of the Electric Company which it desires to use.

ARTICLE IV

RIGHT-OF-WAY FOR TELEVISION COMPANY'S ATTACHMENTS

Section 4.1 It shall be the sole responsibility of the Television Company to obtain for itself such rights of way or easements as may be appropriate for the placement and maintenance of CATV on the Electric Company's poles located on private property of third parties. While the Electric Company will cooperate with the Television Company in obtaining rights of way or easements, the Electric Company shall not be required to contact or negotiate with property owners or incur any expenses in connection therewith. No guarantee is given by

the Electric Company of permission from property owners, municipalities or others for use of poles and right-of-way easement by the Television Company, and if objection is made thereto and the Television Company is unable to satisfactorily adjust the matter within a reasonable time, the Electric Company may forthwith require the Television Company to remove its CATV from the poles involved and its appliances from the right-of-way easement involved and the Television Company shall, within thirty (30) days after receipt of said notice, remove its CATV from said poles and said right-of-way easement at its sole expense. Should the Television Company fail to remove its CATV as herein provided, the Electric Company may remove them without liability for loss or damage and the Television Company shall reimburse the Electric Company for the expense incurred.

ARTICLE V
INSPECTION AND PAYMENT OF BILLS

Section 5.1 The Electric Company, because of the importance of its service, reserves the right to inspect each new CATV of the Television Company on its poles and in the vicinity of its lines or appliances and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of the entire plant of the Television Company; and the Television Company shall, on demand, reimburse the Electric Company for the expense of such inspections at the rate equal to the present or future hourly rate of a journeyman lineman plus associated overhead expenses. This expense shall be prorated where other TV Companies are on the same pole. The Electric Company reserves the right to approve the specifications of a minimum safety training program which shall be enforced by the Television Company. Such inspections and specifications, made or not, shall not operate to relieve the Television Company of any responsibility, obligation or liability assumed under this agreement. Inspection payments by the Television Company to the Electric Company shall be limited to the cost of not more than one inspection per pole and the entire plant each calendar year during the period covered by the agreement unless a default is discovered.

Section 5.2 Bills for inspections, 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 of this agreement.

ARTICLE VI
ABANDONMENT AND REMOVAL OF ATTACHMENTS

Section 6.1 The Television Company may at any time remove its CATV from any pole or poles of the Electric Company, but shall immediately give the Electric Company 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.

Section 6.2 Upon notice from the Electric Company to the Television Company that the use of any pole or poles is forbidden for any reason under the terms of this contract, the permit covering the use of such pole or poles shall

immediately terminate and the CATV of the Television Company shall be removed at once from the affected pole or poles at the cost of the Television Company.

ARTICLE VII
RENTAL, DEPOSIT AND PROCEDURE FOR PAYMENTS

Section 7.1 The Television Company shall pay to the Electric Company, for attachments made to poles under this agreement, a rental at the rate of \$9.33 for the calendar year 1981 and shall thereafter pay the Electric Company for attachments made to poles under this agreement, rentals at the CATV rates specified in Article VIII of this agreement. Said rental shall be payable semi-annually in advance on the first day of January and the first day of July of each year during which this agreement remains in effect and is deemed delinquent ten (10) days thereafter.

Semi-annual rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of June and the first day of December, respectively. The rent for each new CATV attachment shall be such prorata amount as may be due for the use of the pole from the date of attachment to the next semi-annual payment date. Interest at the annual rate of 18% shall be payable on each delinquent rental payment, on demand (or monthly on the first day of each month after the rental payment becomes delinquent).

Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or the amplifier wattage for billing purposes.

Section 7.3 The Television Company shall furnish to the Electric Company with Exhibit "A", a deposit in the amount of the then existing CATV Rate times the number of poles upon which CATV attachments are requested. This deposit shall be credited first to the rent due on the prorata billing for the new CATV attachments and any balance shall be credited to the next semi-annual rent period in which these attachments are included. If any of the CATV attachment requests in the Exhibit "A's" are denied or withdrawn the Electric Company shall refund to the Television Company an amount equal to the number of poles not approved times the then existing CATV Rate at the time the Exhibit "A" is approved.

ARTICLE VIII
PERIODICAL REVISION OF ATTACHMENT RENTAL RATE

Section 8.1 The CATV rate shall increase to \$10.08 for the calendar year 1982. Thereafter the CATV rate shall be adjusted, up or down, as the case may be, but never to an amount lower than Ten Dollars and Eight Cents (\$10.08), as of the first day of each succeeding calendar year in accordance with changes in the Consumer Price Index for all Urban Consumers (the "Index"), published by the Bureau of Labor Statistics, United States Department of Labor, (the "BLS"). The actual CATV rate for the calendar year 1983 and each succeeding calendar year

shall be an amount equal to the product of the Index most recently published prior to the beginning of the calendar year for which the adjustment is being made, multiplied by Ten Dollar and Eight Cents (\$10.08), divided by the Index most recently published prior to the beginning of the calendar year 1982. If the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published prior to the beginning of the calendar year 1983, then the Electric Company and the Television Company shall agree on some other index serving the same purpose to determine the CATV rate for the calendar year 1983 and each succeeding calendar year. If the Index as now constituted, compiled and published shall be revised or ceases to be compiled and published after the beginning of the calendar year 1983, then the Electric Company and the Television Company shall request the BLS to furnish them with a statement converting the Index published most recently prior to the beginning of the calendar year 1982 to a figure that would be comparable in another index published by BLS, and shall use such other index to determine the CATV rate for each calendar year beginning after the Index, as now constituted, compiled and published, provided that if the Electric Company and the Television Company shall be unable to secure an appropriate conversion figure from the BLS, they shall agree on some other index serving the same purpose to determine the CATV rate for each calendar year beginning after the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published.

Section 8.2 The Electric Company has the right to adjust pole rental rate at any time in accordance with the Federal Communications Act and with rules and/or regulations of the FCC ^{or} any other law or rules and regulations of a governing body having jurisdiction over ^{the} pole attachment rates. Notification of such rental adjustment will be mailed to the Television Company at least 60 days prior to implementation of such revised rental rates.

ARTICLE IX BOND REQUIREMENTS

Section 9.1 For the purpose of guaranteeing payment of any sums which may become due to the Electric Company for rentals, inspections, or for work performed for the benefit of the Television Company under this agreement, as well as the cost of removal of attachments on terminations of this agreement under any of its provisions, the Television Company shall furnish to the Electric Company and maintain in force at all times an appropriate payment bond issued by a corporate surety acceptable to the Electric Company and authorized to do business in the State of Florida in the amount provided in the attached Schedule of Required Bond Coverage, Exhibit C, for the number of attachments at the time located on the Electric Company's poles.

ARTICLE X DEFAULTS

Section 10.1 If the Television Company shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred

to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the Electric Company to correct such default or noncompliance, the Electric Company may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default of noncompliance shall have occurred. In case of such termination, no prepaid rentals shall be refunded.

ARTICLE XI

LIABILITY AND INSURANCE REQUIREMENTS

Section 11.1 The Television Company hereby assumes full responsibility and liability for all work and labor necessary to attach CATV to poles of the Electric Company and for the removal of the same in accordance with other provisions of this contract.

Section 11.2 For specific valuable consideration and other benefits accruing to Television Company, which have been received and are acknowledged by Television Company, and which are separate and apart from any and all other considerations for Television Company to enter into this Agreement, the Television Company hereby assumes full responsibility and liability for, and agrees to defend, indemnify and save the Electric Company harmless from against, all liabilities, claims for damages and suits for or by reason of any injury to any person or persons, or damage to any property of any kind whatsoever, whether the property of the parties hereto or of third persons, from any and all cause or causes whatsoever, occasioned by or in any way connected with the installation, inspection, maintenance, existence or removal of any attachment of the Television Company of any act, omission or thing in any manner related to this agreement irrespective of negligence, actual or claimed, upon the part of the Electric Company, its agents or employees. The obligation of the Television Company to indemnify the Electric Company shall include all charges, expenses, and costs, including attorneys' fees incurred by the Electric Company on account of or by reason of any such injuries, damages, liabilities, claims, suits or losses, and all damages growing out of the same.

Section 11.3 The Television Company agrees to procure and constantly maintain in force at its expense, in companies satisfactory to the Electric Company, policies of insurance with minimum limits as follows:

- (1) Workmen's Compensation and Employers' Liability Insurance for all of Television Company's employees. If any of the work is sublet to a contractor, the Television Company shall require the contractor to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under the Television Company's insurance.
- (2) General Liability Bodily Injury Insurance of \$200,000 for any one person and \$500,000 for any one accident.
- (3) General Liability Property Damage Insurance of \$50,000 for any one accident and \$100,000 in the aggregate.
- (4) If any of the work is sublet to a contractor, Owner's Protective Liability Insurance, covering claims for bodily injury or death and damages to

property of others, to the full limits specified in (2) and (3) above, showing both the Electric Company and the Television Company as owners.

- (5) Automobile Liability Bodily Injury Insurance (covering owned, hired and all classes of non-owned vehicles) of \$200,000 for any one accident.
- (6) Automobile Liability Property Damage Insurance (covering owned, hired and all classes of non-owned vehicles) of \$100,000 for any one accident.
- (7) Contractual Liability Insurance to the full limits of, and for the liabilities insured under, above policies, and expressly including the liabilities assumed by the Television Company under the indemnity clause set forth as Section 11.2.

Section 11.4 Prior to the Television Company making any attachments to poles of the Electric Company, the Television Company shall furnish the Electric Company certificates of the Television Company's insurance carrier showing that the Television Company carries the requisite insurance and that the policies, issued in accordance with the requirements 2, 3, 4, and 7 of Section 11.3 have been endorsed to show the Electric Company as an additional assured. Said certificates shall also provide that such insurance shall not be terminated, changed or endorsed except upon thirty (30) days written notice thereof to the Electric Company.

ARTICLE XII EXISTING AND FUTURE RIGHTS OF OTHER PARTIES

Section 12.1 Nothing herein contained shall be construed as affecting the rights or privileges previously or hereafter conferred by the Electric Company, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and the Electric Company shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing or future contracts and arrangements.

ARTICLE XIII TERM OF AGREEMENT

Section 13.1 This agreement shall become effective upon its execution and if not terminated in accordance with the provisions of Section 10.1 shall continue in effect for a term of not less than (1) year. Either party may terminate the agreement at the end of said term or at any time thereafter by giving to the other party at least six (6) months written notice. Upon termination of the agreement in accordance with any of its terms, the Television Company shall immediately remove its CATV from all poles of the Electric Company. If not so removed, the Electric Company shall have the right to remove them at the cost and expense of the Television Company and without any liability therefore. The Electric Company shall deliver to the Television Company any equipment so removed upon termination of this agreement, upon the payment of the cost of removal, cost of storage and delivery and all other amounts then due the Electric Company.

ARTICLE XIV
ASSIGNMENTS OF RIGHTS

Section 14.1 The Television Company shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Electric Company.

Section 14.2 The use, however, extended, of the Electric Company's poles, under this agreement, shall not create or vest in the Television Company any ownership or property rights in said poles, but the Television Company's rights therein shall remain those of a mere licensee. Nothing herein contained shall be construed to compel the Electric Company to maintain any of said poles for a period longer than demanded by its own service requirements.

ARTICLE XV
ATTORNEY'S FEE

Section 15.1 If Television Company breaches any provision of, or defaults on any of its obligations under, this agreement, (a) Television Company shall reimburse Electric Company for all costs and expenses, including a reasonable attorney's fee, incurred by Electric Company to collect payments due under this Agreement or otherwise to enforce Television Company's obligations under this Agreement, whether by lawsuit or other action, and (b) Electric Company shall be entitled, in addition to any damages and other remedies that it may have at law or in equity, to specific performance or injunctive relief without proof of actual monetary damage.

Section 15.2 The validity, interpretation, and enforcement of this agreement shall be governed by the laws of Florida, excluding those laws relating to the resolution of conflict between laws of different jurisdictions. Concurrently with the execution of this agreement, Television Company has appointed:

as its agent for service of process in Florida, and Television Company shall maintain at all times during the term of this agreement an agent for service of process in Florida. In addition, Television Company and Electric Company consent and agree that Hillsborough County, Florida, shall be the exclusive, proper, and convenient venue for any legal proceeding in federal or state court relating to this agreement or to the transactions effected pursuant to this agreement, and each party waives any defense, whether asserted by a motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue.

ARTICLE XVI
WAIVER OF TERMS OR CONDITIONS

Section 16.1 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.

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

Signed, sealed and delivered
in the presence of:

H.W. Cook

J.L. Edwards

Signed, sealed and delivered
in the presence of:

Clyde A. Monte

H. Campbell

TAMPA ELECTRIC COMPANY

By R.D. Dickson
Vice President

ATTEST

By [Signature]
Secretary

Florida Satellite Network, Inc.

By [Signature]
President

ATTEST

By [Signature]
Secretary

This instrument was signed by
H.W. Cook
TAMPA ELECTRIC COMPANY
P. O. Box 111
Tampa, Florida 33601

ATTACHMENT AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
GULFSTREAM CABLEVISION, INC.

RECEIVED

SEP 1 1982

STONER CABLE COMMUNICATION

Section 0.1 THIS AGREEMENT, made and entered into this *2nd* day of *September*, 1982 by and between Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company," and Gulfstream Cablevision, Inc., a Florida corporation, herein referred to as the "Television Company."

WITNESSETH:

Section 0.2 WHEREAS, the Television Company proposes to furnish television distribution service to residents of Oldsmar, Florida, and will need to erect and maintain aerial cables, wires and associated appliances (excluding climbing aids), herein referred to as "CATV" throughout the area to be served and desires to attach CATV to poles of the Electric Company.

Section 0.3 WHEREAS, the Electric Company is willing to permit, as provided herein, the attachment of CATV to its existing poles.

Section 0.4 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, herein contained, the parties hereto for themselves for their successors and assigns do hereby mutually covenant and agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Section 1.1 This agreement shall be effective, as of June 1, 1981, in the City of Oldsmar, Florida, and in the Television Company's franchised portion of Pinellas County where the Electric Company provides distribution service.

Section 1.2 The Electric Company reserves the right to deny the attachments of CATV by the Television Company to poles of the Electric Company which have been installed for purposes other than or in addition to normal distribution of electric service including, among others, poles which in the reasonable judgment of the Electric Company (i) are required for the sole use of the Electric Company, (ii) would not readily lend themselves to attachments of CATV because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party, other than a concern or firm using the pole for CATV, herein referred to as "TV company" in the singular and "TV companies" in the plural.

Section 1.3 Pursuant to the right provided for in the foregoing section, the Electric Company hereby excludes its poles used to support its transmission lines (lines with voltage in excess of 15 KV) unless in the judgment of the Electric Company (i) there is no other satisfactory means of traversing a certain area, and (ii) the transmission poles in question are adequate to add CATV.

Section 1.4 Pursuant to the right provided for in Section 1.2 the Electric

Company hereby excludes poles (including aluminum) and painted wooden poles which have been installed primarily for improving the appearance of the overhead lines unless in the judgment of the Electric Company (i) there is no other satisfactory means of traversing a certain area, and (ii) CATV will not seriously detract from the appearance of the poles.

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ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

Section 2.1 Before attaching CATV to any pole or poles of the Electric Company, the Television Company shall make application, furnish deposit as outlined in Article VII, Section 7.3 and receive a permit therefore in the form of Exhibit A, hereto attached and made a part hereof.

Section 2.2 The Television Company shall, at its own expense, make and maintain CATV in a safe condition and in good repair in a manner reasonably suitable to the Electric Company and so as not to conflict or interfere with (i) the requirements of Section 2.3, (ii) the existing or future use of said poles by the Electric Company or (iii) the existing use of licensees. The Television Company shall at any time, at its own expense, upon notice from the Electric Company, relocate, replace or renew its CATV placed on said poles, or transfer them to substituted poles, or perform any other work in connection with CATV that may be required by the Electric Company, provided, however, that in cases of emergency or refusal of the Television Company to comply, the Electric Company may arrange to relocate, replace or renew the CATV placed on said poles by the Television Company, transfer them to substituted poles or perform any other work in connection with CATV that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon or for the service needs of the Electric Company, and the Television Company shall, on demand, reimburse the Electric Company for the expense thereby incurred. Nothing in this paragraph shall relieve the Television Company from maintaining adequate work forces readily at hand to promptly repair, service and maintain the Television Company's CATV where the condition of the CATV is hindering the Electric Company's operations. All CATV will be attached at an elevation of 22'6" except when more than one TV Company attaches to the same pole. With multiple attachments the Electric Company will specify elevations for each TV Company's CATV. The Television Company is hereby advised that the telephone company has prior rights at an elevation of 21'6". Any attachments made at an elevation less than 22'6" requires release of the space from the telephone company.

Section 2.3 The Television Company's CATV, in each and every location, shall be erected and maintained in accordance with the then current requirements and specifications of the National Electrical Safety Code, or any subsequent

amendments or revisions of said Code. Drawings marked Exhibits D through I, inclusive, are attached hereto to illustrate required construction under certain typical conditions, where span lengths are not more than three hundred fifty feet (350') and voltage between any conductor and ground does not exceed eight thousand seven hundred (8,700) volts. These drawings are intended to be illustrative only, and the specifications of the Electric Company and of the National Electrical Safety Code, as both are from time to time amended or revised, shall prevail in all instances. All power supplies and amplifiers shall be strandmounted and should be housed in metal boxes that are inconspicuous, functional, and as maintenance free as possible.

Section 2.4 (a) In the event (i) that any pole or poles of the Electric Company to which the Television Company desires to make attachments are inadequate to support the proposed CATV in accordance with the aforesaid specifications, or (ii) that the Television Company's proposed CATV can be accommodated on present poles of the Electric Company but only by rearranging the existing facilities then the Electric Company will indicate on said form of Exhibit A the cost of all changes necessitated by the proposed CATV herein called make-ready cost, subject to later assessment for any applicable proration under Section 2.5, and return it to Television Company and if the Television Company still desires to attach the proposed CATV and returns the form of Exhibit A marked to so indicate together with a deposit of make-ready cost sufficient to reimburse the Electric Company and the Owner or Owners of other facilities attached to said poles including other TV Companies, all of whom are collectively referred to hereinafter as "Licensees" for the entire estimated cost and expense of all the changes, the Electric Company and the Licensees shall make such necessary changes.

(b) Any strengthening of poles (guying) required to accommodate the attachments of the Television Company shall be provided by and at the expense of the Television Company and to the satisfaction of the Electric Company. The Television Company as far as practicable must use existing guying and anchoring locations which has been established by the Electric Company.

(c) No intermediate or line extension poles under or in close proximity to the Electric Company's facilities shall be set other than by the Electric Company. The Television Company may, however, request the Electric Company to set such intermediate or line extension poles, as the Television Company may desire, and the Electric Company may at its own and sole discretion agree to set such poles if it has the capability of doing so at that time and setting such poles does not pose safety, engineering or appearance problems. If such request is granted, the Television Company shall reimburse the Electric Company in advance for the full cost of setting and attaching to such pole or poles, plus any expense attendant to attaching other existing lines.

(d) When more than one Television Company is making simultaneous attachments to the same pole as defined in Section 2.5, the cost as described in this section of such changes shall be borne in equal shares per pole.

Section 2.5 Pole attachment applications may be delivered to the Electric Company at any time. Each application will be in the form of Exhibit A and

must include a map of adequate scale showing the Electric Company poles (numbered in numerical order) to which the Television Company requests permission to attach. Any applications for CATV on the same poles or in the same area received within forty-five days after the first application for the poles or area, shall be considered as simultaneous applications. Any TV Company making a simultaneous application shall share the make-ready cost with all the other simultaneous applicants, and if it has already paid a deposit per Section 2.4 (a) it shall be assessed for its additional share which shall be paid within 15 days. Any applications received more than forty-five (45) days after the first application shall not be entitled to proration of costs from any prior simultaneous applicant.

Section 2.6 The Electric Company reserves to itself, its successors and assigns, the right to maintain its 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 or any amendments or revisions of said Code and such specifications particularly applying to the Electric Company hereinbefore referred to. The Electric Company shall not be liable to the Television Company for any interruption to service of the Television Company or for interference with the operation of cables, wires and appliances of the Television Company arising in any manner whatsoever whether caused by negligence of the Electric Company, Licensees, or third parties, or otherwise.

Section 2.7 The Television Company shall exercise special precautions to avoid damage to facilities of the Electric Company and Licensees supported on said poles, and hereby assumes all responsibility for any and all loss resulting from damage, caused by the Television Company. The Television Company shall make an immediate report to the Electric Company of the occurrence of any such damage and hereby agrees to reimburse the Electric Company or Licensees, as the case may be for the expense incurred in making repairs.

ARTICLE III

EVIDENCE TO OPERATE FROM GOVERNMENT AND MUNICIPAL AUTHORITIES

Section 3.1 The Television Company represents and warrants that it shall have and maintain any necessary consents and authorities from federal, state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of the Electric Company which it desires to use.

ARTICLE IV

RIGHT-OF-WAY FOR TELEVISION COMPANY'S ATTACHMENTS

Section 4.1 It shall be the sole responsibility of the Television Company to obtain for itself such rights of way or easements as may be appropriate for the placement and maintenance of CATV on the Electric Company's poles located on private property of third parties. While the Electric Company will cooperate with the Television Company in obtaining rights of way or easements, the Electric Company shall not be required to contact or negotiate with property owners or incur any expenses in connection therewith. No guarantee is given by

the Electric Company of permission from property owners, municipalities or others for use of poles and right-of-way easement by the Television Company, and if objection is made thereto and the Television Company is unable to satisfactorily adjust the matter within a reasonable time, the Electric Company may forthwith require the Television Company to remove its CATV from the poles involved and its appliances from the right-of-way easement involved and the Television Company shall, within thirty (30) days after receipt of said notice, remove its CATV from said poles and said right-of-way easement at its sole expense. Should the Television Company fail to remove its CATV as herein provided, the Electric Company may remove them without liability for loss or damage and the Television Company shall reimburse the Electric Company for the expense incurred.

ARTICLE V INSPECTION AND PAYMENT OF BILLS

Section 5.1 The Electric Company, because of the importance of its service, reserves the right to inspect each new CATV of the Television Company on its poles and in the vicinity of its lines or appliances and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of the entire plant of the Television Company; and the Television Company shall, on demand, reimburse the Electric Company for the expense of such inspections at the rate equal to the present or future hourly rate of a journeyman lineman plus associated overhead expenses. This expense shall be prorated where other TV Companies are on the same pole. The Electric Company reserves the right to approve the specifications of a minimum safety training program which shall be enforced by the Television Company. Such inspections and specifications, made or not, shall not operate to relieve the Television Company of any responsibility, obligation or liability assumed under this agreement. Inspection payments by the Television Company to the Electric Company shall be limited to the cost of not more than one inspection per pole and the entire plant each calendar year during the period covered by the agreement unless a default is discovered.

Section 5.2 Bills for inspections, 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 of this agreement.

ARTICLE VI ABANDONMENT AND REMOVAL OF ATTACHMENTS

Section 6.1 The Television Company may at any time remove its CATV from any pole or poles of the Electric Company, but shall immediately give the Electric Company 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.

Section 6.2 Upon notice from the Electric Company to the Television Company that the use of any pole or poles is forbidden for any reason under the terms of this contract, the permit covering the use of such pole or poles shall

immediately terminate and the CATV of the Television Company shall be removed at once from the affected pole or poles at the cost of the Television Company.

ARTICLE VII

RENTAL, DEPOSIT AND PROCEDURE FOR PAYMENTS

Section 7.1 The Television Company shall pay to the Electric Company, for attachments made to poles under this agreement, a rental at the rate of \$9.33 for the calendar year 1981 and shall thereafter pay the Electric Company for attachments made to poles under this agreement, rentals at the CATV rates specified in Article VIII of this agreement. Said rental shall be payable semi-annually in advance on the first day of January and the first day of July of each year during which this agreement remains in effect and is deemed delinquent ten (10) days thereafter.

Semi-annual rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of June and the first day of December, respectively. The rent for each new CATV attachment shall be such prorata amount as may be due for the use of the pole from the date of attachment to the next semi-annual payment date. Interest at the annual rate of 18% shall be payable on each delinquent rental payment, on demand (or monthly on the first day of each month after the rental payment becomes delinquent).

Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or the amplifier wattage for billing purposes.

Section 7.3 The Television Company shall furnish to the Electric Company with Exhibit "A", a deposit in the amount of the then existing CATV Rate times the number of poles upon which CATV attachments are requested. This deposit shall be credited first to the rent due on the prorata billing for the new CATV attachments and any balance shall be credited to the next semi-annual rent period in which these attachments are included. If any of the CATV attachment requests in the Exhibit "A's" are denied or withdrawn the Electric Company shall refund to the Television Company an amount equal to the number of poles not approved times the then existing CATV Rate at the time the Exhibit "A" is approved.

ARTICLE VIII

PERIODICAL REVISION OF ATTACHMENT RENTAL RATE

Section 8.1 The CATV rate shall increase to \$10.08 for the calendar year 1982. Thereafter the CATV rate shall be adjusted, up or down, as the case may be, but never to an amount lower than Ten Dollars and Eight Cents (\$10.08), as of the first day of each succeeding calendar year in accordance with changes in the Consumer Price Index for all Urban Consumers (the "Index"), published by the Bureau of Labor Statistics, United States Department of Labor, (the "BLS"). The actual CATV rate for the calendar year 1983 and each succeeding calendar year

shall be an amount equal to the product of the Index most recently published prior to the beginning of the calendar year for which the adjustment is being made, multiplied by Ten Dollar and Eight Cents(\$10.08), divided by the Index most recently published prior to the beginning of the calendar year 1982. If the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published prior to the beginning of the calendar year 1983, then the Electric Company and the Television Company shall agree on some other index serving the same purpose to determine the CATV rate for the calendar year 1983 and each succeeding calendar year. If the Index as now constituted, compiled and published shall be revised or ceases to be compiled and published after the beginning of the calendar year 1983, then the Electric Company and the Television Company shall request the BLS to furnish them with a statement converting the Index published most recently prior to the beginning of the calendar year 1982 to a figure that would be comparable in another index published by BLS, and shall use such other index to determine the CATV rate for each calendar year beginning after the Index, as now constituted, compiled and published, provided that if the Electric Company and the Television Company shall be unable to secure an appropriate conversion figure from the BLS, they shall agree on some other index serving the same purpose to determine the CATV rate for each calendar year beginning after the Index, as now constituted, compiled and published shall be revised or cease to be compiled and published.

Section 8.2 The Electric Company has the right to adjust pole rental rate at any time in accordance with the Federal Communications Act and with rules and/or regulations of the FCC of any other law or rules and regulations of a governing body having jurisdiction over pole attachment rates. Notification of such rental adjustment will be mailed to the Television Company at least 60 days prior to implementation of such revised rental rates.

ARTICLE IX BOND REQUIREMENTS

Section 9.1 For the purpose of guaranteeing payment of any sums which may become due to the Electric Company for rentals, inspections, or for work performed for the benefit of the Television Company under this agreement, as well as the cost of removal of attachments on terminations of this agreement under any of its provisions, the Television Company shall furnish to the Electric Company and maintain in force at all times an appropriate payment bond issued by a corporate surety acceptable to the Electric Company and authorized to do business in the State of Florida in the amount provided in the attached Schedule of Required Bond Coverage, Exhibit C, for the number of attachments at the time located on the Electric Company's poles.

ARTICLE X DEFAULTS

Section 10.1 If the Television Company shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred

to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the Electric Company to correct such default or noncompliance, the Electric Company may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default of noncompliance shall have occurred. In case of such termination, no prepaid rentals shall be refunded.

ARTICLE XI

LIABILITY AND INSURANCE REQUIREMENTS

Section 11.1 The Television Company hereby assumes full responsibility and liability for all work and labor necessary to attach CATV to poles of the Electric Company and for the removal of the same in accordance with other provisions of this contract.

Section 11.2 For specific valuable consideration and other benefits accruing to Television Company, which have been received and are acknowledged by Television Company, and which are separate and apart from any and all other considerations for Television Company to enter into this Agreement, the Television Company hereby assumes full responsibility and liability for, and agrees to defend, indemnify and save the Electric Company harmless from against, all liabilities, claims for damages and suits for or by reason of any injury to any person or persons, or damage to any property of any kind whatsoever, whether the property of the parties hereto or of third persons, from any and all cause or causes whatsoever, occasioned by or in any way connected with the installation, inspection, maintenance, existence or removal of any attachment of the Television Company of any act, omission or thing in any manner related to this agreement irrespective of negligence, actual or claimed, upon the part of the Electric Company, its agents or employees. The obligation of the Television Company to indemnify the Electric Company shall include all charges, expenses, and costs, including attorneys' fees incurred by the Electric Company on account of or by reason of any such injuries, damages, liabilities, claims, suits or losses, and all damages growing out of the same.

Section 11.3 The Television Company agrees to procure and constantly maintain in force at its expense, in companies satisfactory to the Electric Company, policies of insurance with minimum limits as follows:

- (1) Workmen's Compensation and Employers' Liability Insurance for all of Television Company's employees. If any of the work is sublet to a contractor, the Television Company shall require the contractor to provide Workmen's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under the Television Company's insurance.
- (2) General Liability Bodily Injury Insurance of \$200,000 for any one person and \$500,000 for any one accident.
- (3) General Liability Property Damage Insurance of \$50,000 for any one accident and \$100,000 in the aggregate.
- (4) If any of the work is sublet to a contractor, Owner's Protective Liability Insurance, covering claims for bodily injury or death and damages to

property of others, to the full limits specified in (2) and (3) above, showing both the Electric Company and the Television Company as owners.

- (5) Automobile Liability Bodily Injury Insurance (covering owned, hired and all classes of non-owned vehicles) of \$200,000 for any one accident.
- (6) Automobile Liability Property Damage Insurance (covering owned, hired and all classes of non-owned vehicles) of \$100,000 for any one accident.
- (7) Contractual Liability Insurance to the full limits of, and for the liabilities insured under, above policies, and expressly including the liabilities assumed by the Television Company under the indemnity clause set forth as Section 11.2.

Section 11.4 Prior to the Television Company making any attachments to poles of the Electric Company, the Television Company shall furnish the Electric Company certificates of the Television Company's insurance carrier showing that the Television Company carries the requisite insurance and that the policies, issued in accordance with the requirements 2, 3, 4, and 7 of Section 11.3 have been endorsed to show the Electric Company as an additional assured. Said certificates shall also provide that such insurance shall not be terminated, changed or endorsed except upon thirty (30) days written notice thereof to the Electric Company.

ARTICLE XII

EXISTING AND FUTURE RIGHTS OF OTHER PARTIES

Section 12.1 Nothing herein contained shall be construed as affecting the rights or privileges previously or hereafter conferred by the Electric Company, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and the Electric Company shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing or future contracts and arrangements.

ARTICLE XIII

TERM OF AGREEMENT

Section 13.1 This agreement shall become effective upon its execution and if not terminated in accordance with the provisions of Section 10.1 shall continue in effect for a term of not less than (1) year. Either party may terminate the agreement at the end of said term or at any time thereafter by giving to the other party at least six (6) months written notice. Upon termination of the agreement in accordance with any of its terms, the Television Company shall immediately remove its CATV from all poles of the Electric Company. If not so removed, the Electric Company shall have the right to remove them at the cost and expense of the Television Company and without any liability therefore. The Electric Company shall deliver to the Television Company any equipment so removed upon termination of this agreement, upon the payment of the cost of removal, cost of storage and delivery and all other amounts then due the Electric Company.

ARTICLE XIV
ASSIGNMENTS OF RIGHTS

Section 14.1 The Television Company shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Electric Company.

Section 14.2 The use, however, extended, of the Electric Company's poles, under this agreement, shall not create or vest in the Television Company any ownership or property rights in said poles, but the Television Company's rights therein shall remain those of a mere licensee. Nothing herein contained shall be construed to compel the Electric Company to maintain any of said poles for a period longer than demanded by its own service requirements.

ARTICLE XV
ATTORNEY'S FEE

Section 15.1 If Television Company breaches any provision of, or defaults on any of its obligations under, this agreement, (a) Television Company shall reimburse Electric Company for all costs and expenses, including a reasonable attorney's fee, incurred by Electric Company to collect payments due under this Agreement or otherwise to enforce Television Company's obligations under this Agreement, whether by lawsuit or other action, and (b) Electric Company shall be entitled, in addition to any damages and other remedies that it may have at law or in equity, to specific performance or injunctive relief without proof of actual monetary damage.

Section 15.2 The validity, interpretation, and enforcement of this agreement shall be governed by the laws of Florida, excluding those laws relating to the resolution of conflict between laws of different jurisdictions. Concurrently with the execution of this agreement, Television Company has appointed:

as its agent for service of process in Florida, and Television Company shall maintain at all times during the term of this agreement an agent for service of process in Florida. In addition, Television Company and Electric Company consent and agree that Hillsborough County, Florida, shall be the exclusive, proper, and convenient venue for any legal proceeding in federal or state court relating to this agreement or to the transactions effected pursuant to this agreement, and each party waives any defense, whether asserted by a motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue.

ARTICLE XVI
WAIVER OF TERMS OR CONDITIONS

Section 16.1 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.

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

Signed, sealed and delivered
in the presence of:

G. W. Cock

J. L. Edwards

Signed, sealed and delivered
in the presence of:

Mason C. Johnson

James White

TAMPA ELECTRIC COMPANY

By R. O. Dickson
Vice President

ATTEST

By [Signature]
Secretary

GULFSTREAM CABLEVISION, INC.

By Clarence W. Myer
President

ATTEST

By Shirley E. Cox
Secretary

This instrument was prepared by
G. W. Cock
TAMPA ELECTRIC COMPANY
P. O. Box 111
Tampa, Florida 33601

LEGAL FORM APPROVED
SEP 21 1962

TAMPA ELECTRIC COMPANY
CATV POLE ATTACHMENT PERMIT

EXHIBIT "A"

TECO WO. NO. _____

PAR. NO. _____

(CATV CO. USE ONLY)

Permit Code No. _____

In accordance with the terms of agreement dated _____, 19____,
application is hereby made for permit to make attachments to the following poles:

Location: City _____ County _____, Florida.

POLE NUMBER(S)

POLE LOCATIONS

Section _____, Township _____, Range _____ East

By _____

Title _____

(Include deposit of \$ _____ per pole when
required). CATV COMPANY
Project Supervisor

(TECO USE ONLY)

1. Permit approved on _____, 19____, subject to your approval of the following
changes and rearrangements: _____

at an estimated cost to you of \$ _____ payable in advance.

2. Permit denied on _____, 19____.

Comments: _____

BY: _____

TITLE: _____

TAMPA ELECTRIC COMPANY

(CATV CO. USE ONLY)

Total Previous Poles _____

Poles This Permit _____

TOTAL: _____

Cable Attachments Requested Above
Completed on _____, 19____.

BY: _____

TITLE: _____

CATV COMPANY

EXHIBIT B

ATTACHMENT RENTAL CONTRACT

FOR TELEVISION COMMUNITY CABLE SYSTEM

CATV COMPANY - TAMPA ELECTRIC COMPANY

Notification of Removal by Television Company

19

In accordance with the terms of agreement dated _____

19_____, kindly cancel from your records the following poles covered by Permit No. _____ from which attachments were removed on _____, 19_____.

Location: City _____ County _____ Florida

<u>Pole Number</u>	<u>Permit Number</u>	<u>Pole Location</u>

The CATV Company

By _____

Title _____

Notice acknowledged

By _____

_____ 19_____

Title _____

Tampa Electric Company

Notice No. _____

Total Poles Discontinued This Notice _____

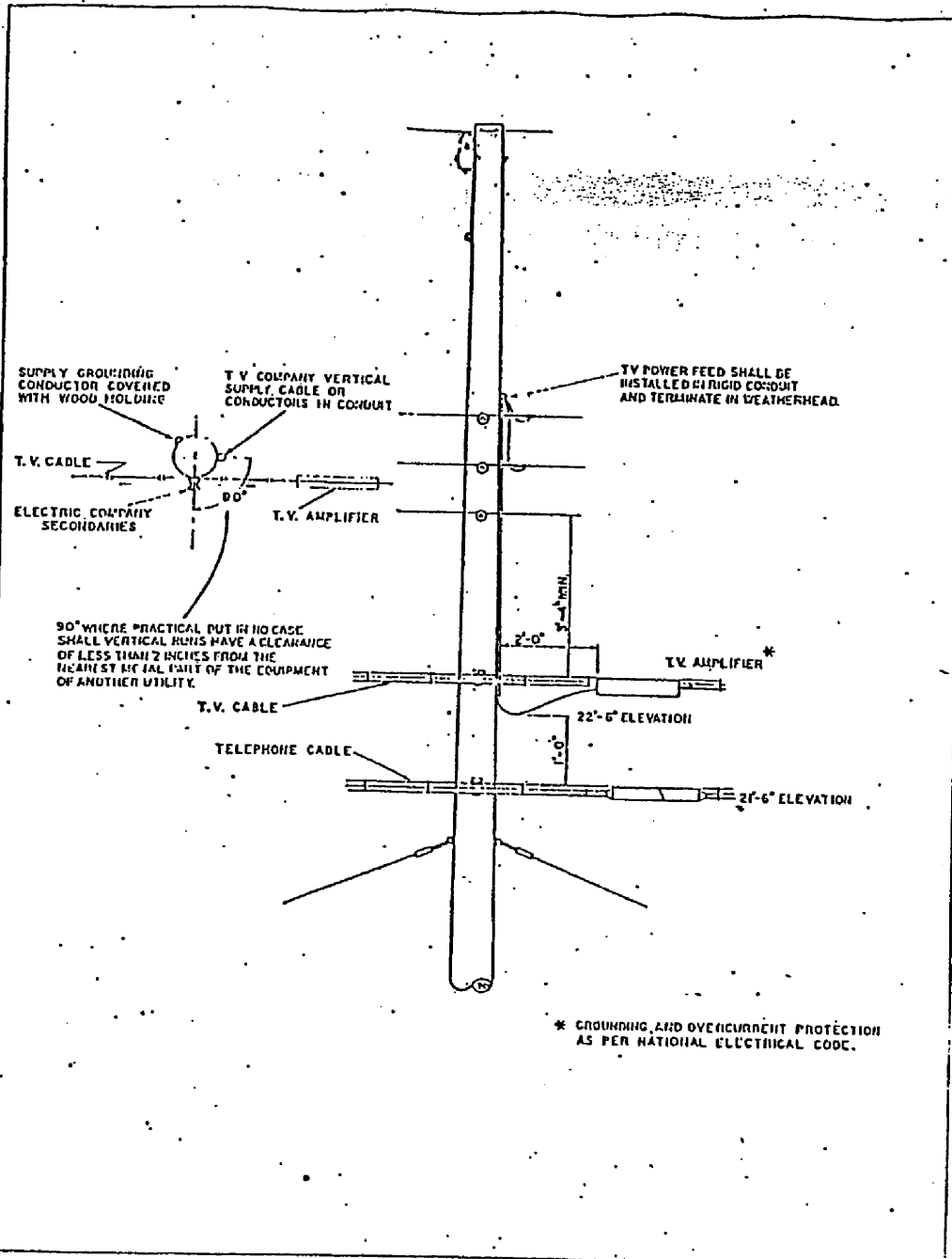
Poles Previously Vacated _____

Total Poles Vacated to Date _____

EXHIBIT "C"

SCHEDULE OF REQUIRED BOND COVERAGE

<u>Number of Attachments</u>	<u>Amount of Coverage</u>
0-500	\$10,000
501-1000	\$20,000
1001-1500	\$30,000
1501-2000	\$40,000
2001-2500	\$50,000
Over 2500	\$70,000



MINIMUM VERTICAL & HORIZONTAL CLEARANCES FOR JOINT USE CONST.

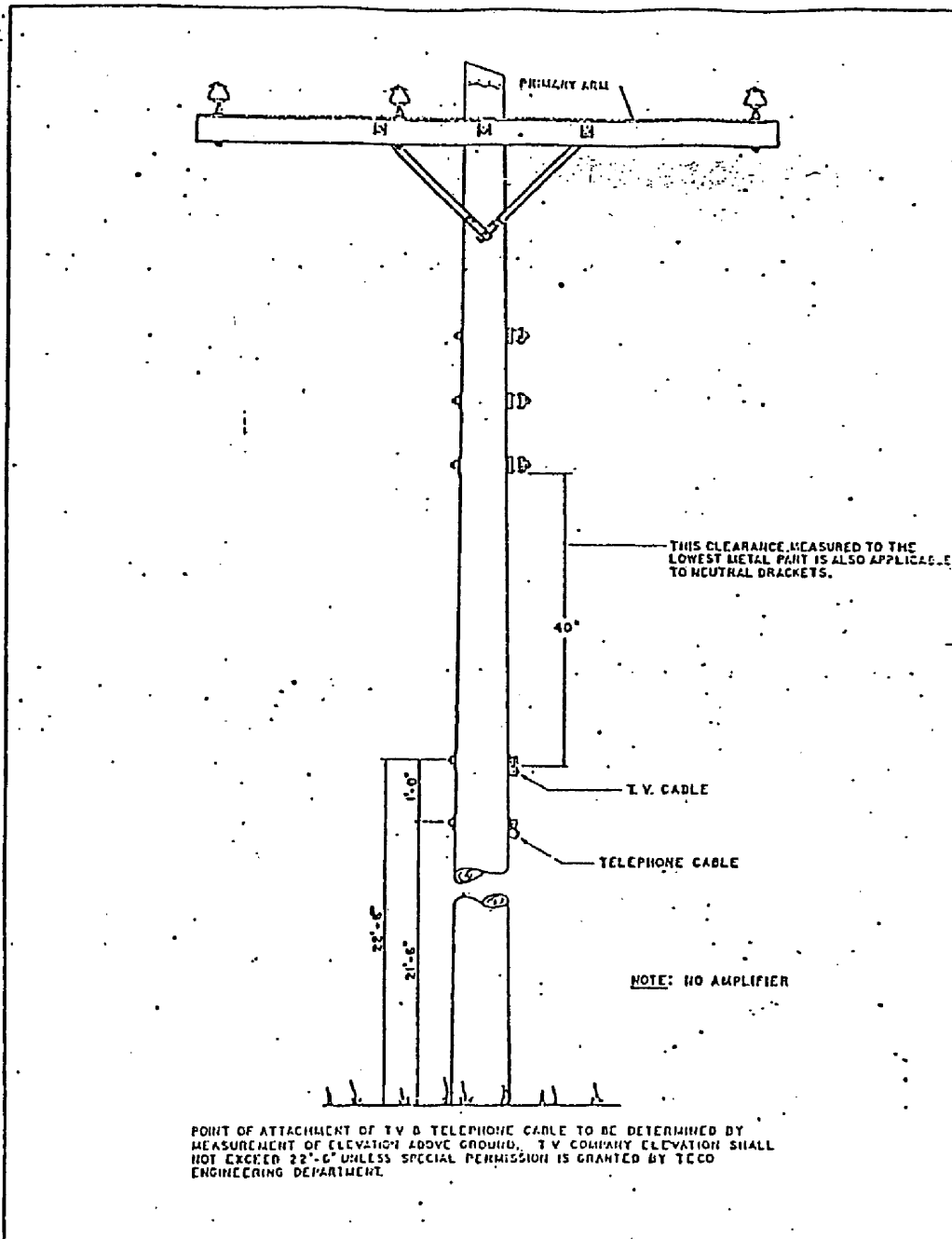
TAMPA ELECTRIC CO.

ENGINEERING DEPT.

DIVISION OF TRANSMISSION & DISTRIBUTION

APPROVAL 8-9-65

EXHIBIT D



MINIMUM VERTICAL
CLEARANCES FOR JOINT USE CONST.

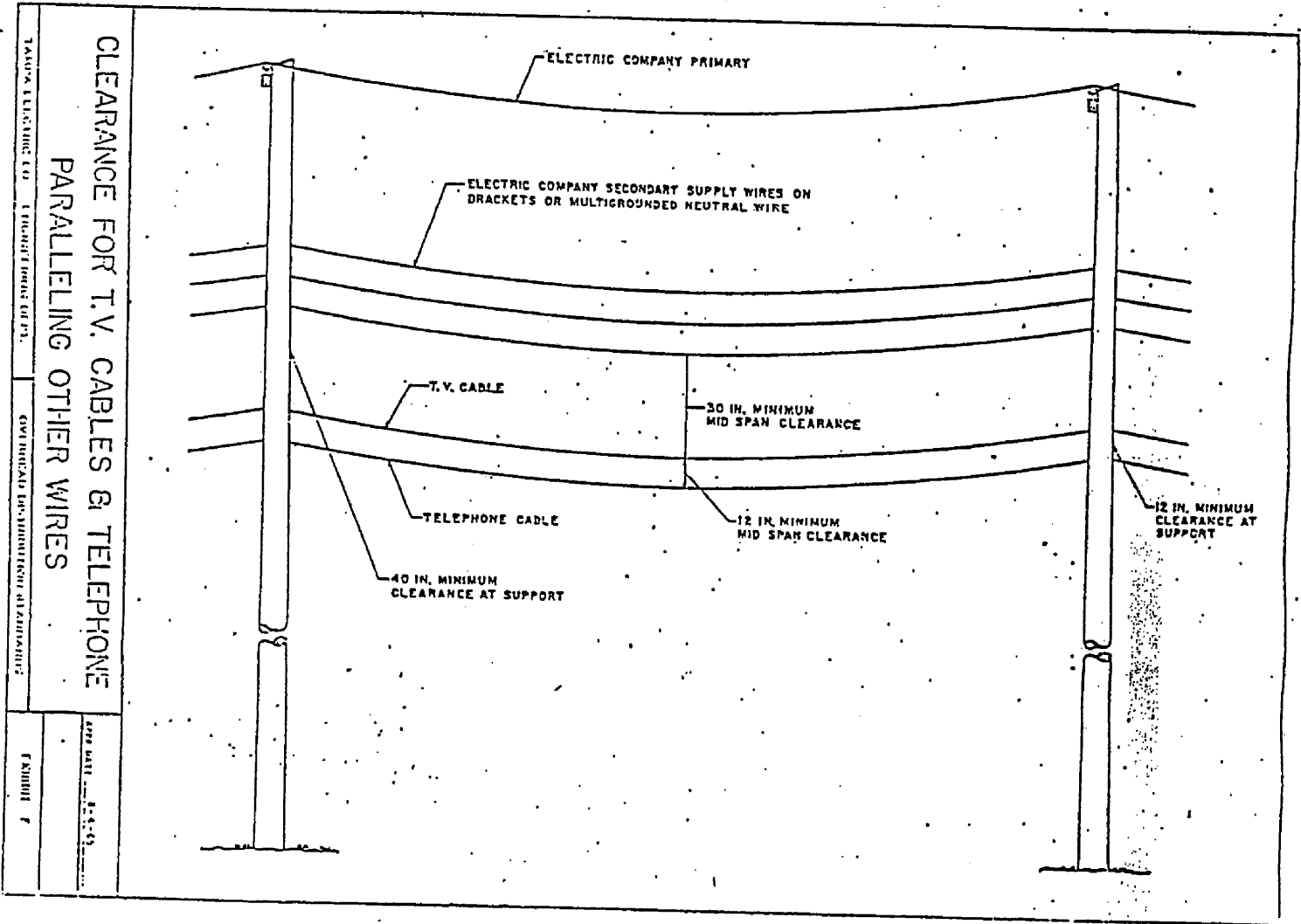
APPRO. DATE 8-8-65

EXHIBIT C

TAMPA ELECTRIC CO.

ENGINEERING DEPT.

OVER THE ADJACENT UTILITY ESTABLISHMENTS

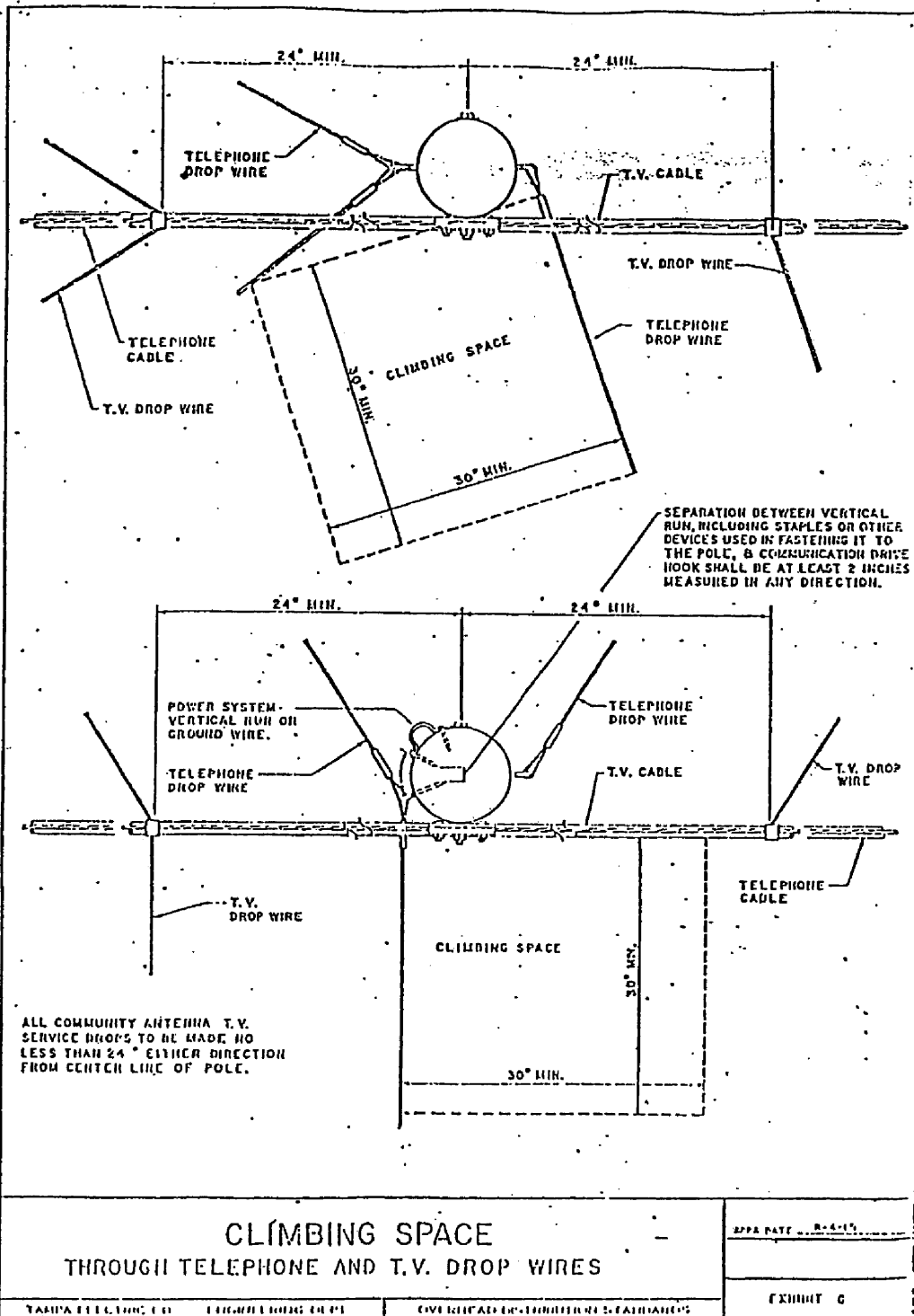


**CLEARANCE FOR T.V. CABLES & TELEPHONE
PARALLELING OTHER WIRES**

TABLE ELECTRIC CO. (RIGHT HAND COLUMN)

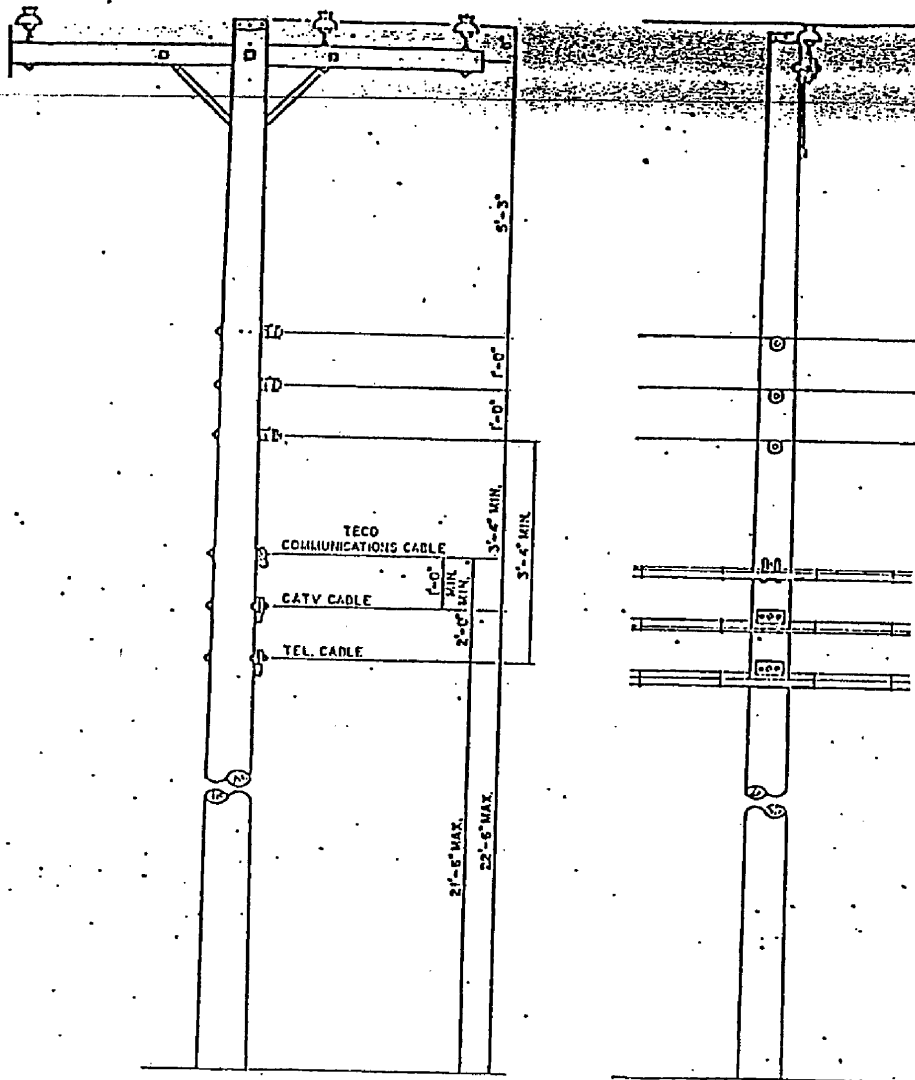
CONDUCTOR INSULATION CLEARANCE

TABLE 7



NOTES

- 1- CABLE CLEARANCE MEASUREMENTS SHALL BE TAKEN FROM LOWEST SECONDARY AND HIGH GROUND LOWEST ELEVATION SHALL BE USED.
- 2- THE CATV CABLE ELEVATION MAY BE LOWER WHEN APPROVED BY THE CITY ENGINEER.
- 3- ELEVATIONS MAY BE LOWERED TO CLEARANCE REQUIREMENTS IN THE EXISTING AGREEMENT OF ALL CABLE OWNERS.
- 4- TECO COMMUNICATIONS CABLE, CATV CABLE, AND TEL CABLE SHALL BE MOUNTED ON THE SAME SIDE OF POLE AS TECO SECONDARY.
- 5- TECO COMMUNICATIONS CABLE SHALL BE MOUNTED AT AN ELEVATION OF 23'-0" UNLESS SPECIFIED BY ENGINEERING DEPT.



PER DIST. ENG. *D. J. Wilson* 8/15/14

SIGN. SUPV. *[Signature]*
 APPR. DATE 3-11-14
 AUTH. NO. _____
 SHEET NO. _____

**CLEARANCES FOR JOINT CONSTRUCTION ALONG
TECO COMMUNICATIONS CABLE ROUTE**

EXHIBIT I

TAMPA ELECTRIC CO. ENGINEER, IN CH. OVERHEAD DISTRIBUTION STANDARDS

ATTACHMENT AGREEMENT
BETWEEN
TAMPA ELECTRIC COMPANY
AND
TAMPA CABLE TELEVISION, INC.

Section 0.1 THIS AGREEMENT, made and entered into this 10th day of MAY, 1983 by and between Tampa Electric Company, a corporation organized and existing under the laws of the State of Florida, herein referred to as the "Electric Company," and Tampa Cable Television, Inc., a Florida corporation, herein referred to as the "Television Company."

WITNESSETH:

Section 0.2 WHEREAS, the Television Company proposes to furnish television distribution service to residents of Tampa, Florida, and will need to erect and maintain aerial cables, wires and associated appliances (excluding climbing aids), herein referred to as "CATV" throughout the area to be served and desires to attach CATV to poles of the Electric Company.

Section 0.3 WHEREAS, the Electric Company is willing to permit, as provided herein, the attachment of CATV to its existing poles.

Section 0.4 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions, herein contained, the parties hereto for themselves for their successors and assigns do hereby mutually covenant and agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Section 1.1 This agreement shall be in effect in the Television Company's franchised portion of the city of Tampa, Florida, as of the date of this Contract, and where the Electric Company provides distribution service.

Section 1.2 The Electric Company reserves the right to deny the attachments of CATV by the Television Company to poles of the Electric Company which have been installed for purposes other than or in addition to normal distribution of electric service including, among others, poles which in the reasonable judgment of the Electric Company (i) are required for the sole use of the Electric Company, (ii) would not readily lend themselves to attachments of CATV because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party, other than a concern or firm using the pole for CATV, herein referred to as "TV company" in the singular and "TV companies" in the plural.

Section 1.3 Pursuant to the right provided for in the foregoing section, the Electric Company hereby excludes its poles used to support its transmission lines (lines with voltage in excess of 15 KV) unless in the judgment of the Electric Company (i) there is no other satisfactory means of traversing a certain area, and (ii) the transmission poles in question are adequate to add CATV.

Section 1.4 Pursuant to the right provided for in Section 1.2 the Electric Company hereby excludes poles (including aluminum) and painted wooden poles which have been installed primarily for improving the appearance of the overhead lines unless in the judgment of the Electric Company (i) there is no other satisfactory means of traversing a certain area, and (ii) CATV will not seriously detract from the appearance of the poles.

Section 1.5 , The Electric Company reserves the right upon thirty days' written notice to require the removal of the Television Company's CATV from poles which are being removed and if the Electric Company replaces the removed poles the provisions of Sections 1.2, 1.3, and 1.4 shall control with respect to reattachment.

ARTICLE II

PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

Section 2.1 Before attaching CATV to any pole or poles of the Electric Company, the Television Company shall make application, furnish deposit as outlined in Article VII, Section 7.3 and receive a permit therefore in the form of Exhibit A, hereto attached and made a part hereof.

Section 2.2 The Television Company shall, at its own expense, install and maintain CATV in a safe condition and in good repair in a manner reasonably suitable to the Electric Company and so as not to conflict or interfere with (i) the requirements of Section 2.3, (ii) the existing or future use of said poles by the Electric Company or (iii) the existing use of licensees. The Television Company shall at any time, at its own expense, upon notice from the Electric Company, relocate, replace or renew its CATV placed on said poles, or transfer them to substituted poles, or perform any other work in connection with CATV that may be required by the Electric Company, provided, however, that in cases of emergency or refusal of the Television Company to comply, the Electric Company may arrange to relocate, replace or renew the CATV placed on said poles by the Television Company, transfer them to substituted poles or perform any other work in connection with CATV that may be required in the maintenance, replacement, removal or relocation of said poles, the facilities thereon or which may be placed thereon or for the service needs of the Electric Company, and the Television Company shall, on demand, reimburse the Electric Company for the expense thereby incurred. Nothing in this paragraph shall relieve the Television Company from maintaining adequate work forces readily at hand to promptly repair, service and maintain the Television Company's CATV where the condition of the CATV is hindering the Electric Company's operations. All CATV will be attached at an elevation of 22'6" except when more than one TV Company attaches to the same pole. With multiple attachments the Electric Company will specify elevations for each TV Company's CATV. The Television Company is hereby advised that the telephone company has prior rights at an elevation of 21'6". Any attachments made at an elevation less than 22'6" requires release of the space from the telephone company.

Section 2.3 The Television Company's CATV, in each and every location, shall be erected and maintained in accordance with the then current requirements and specifications of the National Electrical Safety Code, or any subsequent amendments or revisions of said Code. Drawings marked Exhibits D through I, inclusive, are attached hereto to illustrate required construction under certain typical conditions, where span lengths are not more than three hundred fifty feet (350') and voltage between any conductor and ground does not exceed eight thousand seven hundred (8,700) volts. These drawings are intended to be illustrative only, and the specifications of the Electric Company and of the National Electrical Safety Code, as both are from time to time amended or revised, shall prevail in all instances. All amplifiers shall be strandmounted and should be housed in metal boxes that are inconspicuous, functional, and as maintenance free as possible.

Section 2.4 (a) In the event (i) that any pole or poles of the Electric Company to which the Television Company desires to make attachments are inadequate to support the proposed CATV in accordance with the aforesaid specifications, or (ii) that the Television Company's proposed CATV can be accommodated on present poles of the Electric Company but only by rearranging the existing facilities then the Electric Company will indicate on said form of Exhibit A the cost of all changes necessitated by the proposed CATV herein called make-ready cost, subject to later assessment for any applicable proration under Section 2.5, and return it to Television Company and if the Television Company still desires to attach the proposed CATV and returns the form of Exhibit A marked to so indicate together with a deposit of make-ready cost sufficient to reimburse the Electric Company and the Owner or Owners of other facilities attached to said poles including other TV Companies, all of whom are collectively referred to hereinafter as "Licensees" for the entire estimated cost and expense of all the changes, the Electric Company and the Licensees shall make such necessary changes. Other make-ready procedures may be used at the option of the Electric Company.

(b) Any strengthening of poles (guying) required to accommodate the attachments of the Television Company shall be provided by and at the expense of the Television Company and to the satisfaction of the Electric Company. The Television Company as far as practicable must use existing guying and anchoring locations which has been established by the Electric Company.

(c) No intermediate or line extension poles under or in close proximity to the Electric Company's facilities shall be set other than by the Electric Company. The Television Company may, however, request the Electric Company to set such intermediate or line extension poles, as the Television Company may desire, and the Electric Company may at its own and sole discretion agree to set such poles if it has the capability of doing so at that time and setting such poles does not pose safety, engineering or appearance problems. If such request is granted, the Television Company shall reimburse the Electric Company in advance for the full cost of setting and attaching to such pole or poles, plus any expense attendant to attaching other existing lines.

(d) When more than one Television Company is making simultaneous attachments to the same pole as defined in Section 2.5, the cost as described in this section of such changes shall be borne in equal shares per pole.

Section 2.5 Pole attachment applications may be delivered to the Electric Company at any time. Each application will be in the form of Exhibit A and must include a map of adequate scale showing the Electric Company poles (numbered in numerical order) to which the Television Company requests permission to attach. Any applications for CATV on the same poles or in the same area received within forty-five days after the first application for the poles or area, shall be considered as simultaneous applications. Any TV Company making a simultaneous application shall share the make-ready cost with all the other simultaneous applicants, and if it has already paid a deposit per Section 2.4 (a) it shall be assessed for its additional share which shall be paid within 15 days. Any applications received more than forty-five (45) days after the first application shall not be entitled to proration of costs from any prior applicant.

Section 2.6 The Electric Company reserves to itself, its successors and assigns, the right to maintain its 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 or any amendments or revisions of said Code and such specifications particularly applying to the Electric Company hereinbefore referred to. The Electric Company shall not be liable to the Television Company for any interruption to service of the Television Company or for interference with the operation of cables, wires and appliances of the Television Company arising in any manner whatsoever whether caused by negligence of the Electric Company, Licensees, or third parties, or otherwise.

Section 2.7 The Television Company shall exercise special precautions to avoid damage to facilities of the Electric Company and Licensees supported on said poles, and hereby assumes all responsibility for any and all loss resulting from damage, caused by the Television Company. The Television Company shall make an immediate report to the Electric Company of the occurrence of any such damage and hereby agrees to reimburse the Electric Company or Licensees, as the case may be for the expense incurred in making repairs.

ARTICLE III

EVIDENCE TO OPERATE FROM GOVERNMENT AND MUNICIPAL AUTHORITIES

Section 3.1 The Television Company represents and warrants that it shall have and maintain any necessary consents and authorities from federal, state, county or municipal authorities or from the owners of property to construct and maintain facilities at the locations of poles of the Electric Company which it desires to use.

ARTICLE IV

RIGHT-OF-WAY FOR TELEVISION COMPANY'S ATTACHMENTS

Section 4.1 It shall be the sole responsibility of the Television Company to obtain for itself such rights of way or easements as may be appropriate for the placement and maintenance of CATV on the Electric Company's poles located on private property of third parties. While the Electric Company will cooperate with the Television Company in obtaining rights of way or easements, the Electric Company shall not be required to contact or negotiate with property owners or incur any expenses in connection therewith. No guarantee is given by

the Electric Company of permission from property owners, municipalities or others for use of poles and right-of-way easement by the Television Company, and if objection is made thereto and the Television Company is unable to satisfactorily adjust the matter within a reasonable time, the Electric Company may forthwith require the Television Company to remove its CATV from the poles involved and its appliances from the right-of-way easement involved and the Television Company shall, within thirty (30) days after receipt of said notice, remove its CATV from said poles and said right-of-way easement at its sole expense. Should the Television Company fail to remove its CATV as herein provided, the Electric Company may remove them without liability for loss or damage and the Television Company shall reimburse the Electric Company for the expense incurred.

ARTICLE V
INSPECTION AND PAYMENT OF BILLS

Section 5.1 The Electric Company, because of the importance of its service, reserves the right to inspect each new CATV of the Television Company on its poles and in the vicinity of its lines or appliances and to make periodic inspections, semi-annually or oftener as plant conditions may warrant, of the entire plant of the Television Company; and the Television Company shall, on demand, reimburse the Electric Company for the expense of such inspections at the rate equal to the present or future hourly rate of a journeyman lineman plus associated overhead expenses. This expense shall be prorated where other TV Companies are on the same pole. The Electric Company reserves the right to approve the specifications of a minimum safety training program which shall be enforced by the Television Company. Such inspections and specifications, made or not, shall not operate to relieve the Television Company of any responsibility, obligation or liability assumed under this agreement. Inspection payments by the Television Company to the Electric Company shall be limited to the cost of not more than one inspection per pole and the entire plant each calendar year during the period covered by the agreement unless a default is discovered.

Section 5.2 Bills for inspections, 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 of this agreement.

ARTICLE VI
ABANDONMENT AND REMOVAL OF ATTACHMENTS

Section 6.1 The Television Company may at any time remove its CATV from any pole or poles of the Electric Company, but shall immediately give the Electric Company 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.

Section 6.2 Upon notice from the Electric Company to the Television Company that the use of any pole or poles is forbidden for any reason under the terms of this contract, the permit covering the use of such pole or poles shall

immediately terminate and the CATV of the Television Company shall be removed at once from the affected pole or poles at the cost of the Television Company.

ARTICLE VII
RENTAL, DEPOSIT AND PROCEDURE FOR PAYMENTS

Section 7.1 The Television Company shall pay to the Electric Company, for attachments made to poles under this agreement, a rental at the rate of \$5.50 per pole per year. Said rental shall be payable semi-annually in advance on the first day of January and the first day of July of each year during which this agreement remains in effect and is deemed delinquent ten (10) days thereafter.

Semi-annual rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of June and the first day of December, respectively. The rent for each new CATV attachment shall be such pro rata amount as may be due for the use of the pole from the date of attachment to the next semi-annual payment date. Interest at the annual rate of 18% shall be payable on each delinquent rental payment, on demand (or monthly on the first day of each month after the rental payment becomes delinquent).

Section 7.2 The Television Company will be required to make application for electric service to each power supply and amplifier location requiring electric service from the Electric Company and hereby agrees to furnish the Electric Company with the power supply and/or the amplifier wattage for billing purposes.

Section 7.3 The Television Company shall furnish to the Electric Company with Exhibit "A", a deposit in the amount of the then existing CATV Rate times the number of poles upon which CATV attachments are requested. This deposit shall be credited first to the rent due on the pro rata billing for the new CATV attachments and any balance shall be credited to the next semi-annual rent period in which these attachments are included. If any of the CATV attachment requests in the Exhibit "A's" are denied or withdrawn the Electric Company shall refund to the Television Company an amount equal to the number of poles not approved times the then existing CATV Rate at the time the Exhibit "A" is approved.

ARTICLE VIII
PERIODICAL REVISION OF ATTACHMENT RENTAL RATE

Section 8.1 The Electric Company reserves the right to adjust the pole rental rate at any time in accordance with the following paragraphs. Notification of such pole rental rate adjustment will be mailed to the Television Company sixty (60) days prior to implementation of such adjusted pole rental rate.

The adjusted pole rental rate will be based upon any rate established, approved, permitted, or ordered by a court having jurisdiction. In the absence of such a court rate, the adjusted pole rental rate will be the maximum rate based upon the Communications Act and rules and/or regulations of the FCC or any other law or rules and regulations of a governing body having jurisdiction over the Electric Company's pole attachment rates, provided that at the option

of the Electric Company such rates are derived and timely revised, using the latest available year-end Electric Company accounting data.

In the absence of any regulation of the Electric Company's pole attachment rates due to a court's determination or congressional or legislative action, the adjusted pole rental rate will be the rate established by the Electric Company.

ARTICLE IX BOND REQUIREMENTS

Section 9.1 For the purpose of guaranteeing payment of any sums which may become due to the Electric Company for rentals, inspections, or for work performed for the benefit of the Television Company under this agreement, as well as the cost of removal of attachments on terminations of this agreement under any of its provisions, the Television Company shall furnish to the Electric Company and maintain in force at all times an appropriate payment bond issued by a corporate surety acceptable to the Electric Company and authorized to do business in the State of Florida in the amount provided in the attached Schedule of Required Bond Coverage, Exhibit C, for the number of attachments at the time located on the Electric Company's poles.

ARTICLE X DEFAULTS

Section 10.1 If the Television Company shall fail to comply with any of the provisions of this agreement including the specifications hereinbefore referred to, or default in any of its obligations under this agreement and shall fail within thirty (30) days after written notice from the Electric Company to correct such default or noncompliance, the Electric Company may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default of noncompliance shall have occurred. In case of such termination, no prepaid rentals shall be refunded.

ARTICLE XI LIABILITY AND INSURANCE REQUIREMENTS

Section 11.1 The Television Company hereby assumes full responsibility and liability for all work and labor necessary to attach CATV to poles of the Electric Company and for the removal of the same in accordance with other provisions of this contract.

Section 11.2 For specific valuable consideration and other benefits accruing to Television Company, which have been received and are acknowledged by Television Company, and which are separate and apart from any and all other considerations for Television Company to enter into this Agreement, the Television Company hereby assumes full responsibility and liability for, and agrees to defend, indemnify and save the Electric Company harmless from and against, all liabilities, claims for damages and suits for or by reason of any injury to any person or persons, or damage to any property of any kind what-

soever, whether the property of the parties hereto or of third persons, from any and all cause or causes whatsoever, occasioned by or in any way connected with the installation, inspection, maintenance, existence or removal of any attachment of the Television Company or any act, omission or thing in any manner related to this agreement irrespective of negligence, actual or claimed, upon the part of the Electric Company, its agents or employees. The obligation of the Television Company to indemnify the Electric Company shall include all charges, expenses, and costs, including attorneys' fees incurred by the Electric Company on account of or by reason of any such injuries, damages, liabilities, claims, suits or losses, and all damages growing out of the same.

Section 11.3 The Television Company agrees to procure and constantly maintain in force at its expense, in companies satisfactory to the Electric Company, policies of insurance with minimum limits as follows:

- (1) Worker's Compensation and Employers' Liability Insurance for all of Television Company's employees. If any of the work is sublet to a contractor, the Television Company shall require the contractor to provide Worker's Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered under the Television Company's insurance.
- (2) General Liability Bodily Injury Insurance of \$200,000 for any one person and \$500,000 for any one accident.
- (3) General Liability Property Damage Insurance of \$50,000 for any one accident and \$100,000 in the aggregate.
- (4) If any of the work is sublet to a contractor, Owner's Protective Liability Insurance, covering claims for bodily injury or death and damages to property of others, to the full limits specified in (2) and (3) above, showing both the Electric Company and the Television Company as owners.
- (5) Automobile Liability Bodily Injury Insurance (covering owned, hired and all classes of non-owned vehicles) of \$200,000 for any one accident.
- (6) Automobile Liability Property Damage Insurance (covering owned, hired and all classes of non-owned vehicles) of \$100,000 for any one accident.
- (7) Contractual Liability Insurance to the full limits of, and for the liabilities insured under, above policies, and expressly including the liabilities assumed by the Television Company under the indemnity clause set forth as Section 11.2.

Section 11.4 Prior to the Television Company making any attachments to poles of the Electric Company, the Television Company shall furnish the Electric Company certificates from the Television Company's insurance carrier showing that the Television Company carries the requisite insurance and that the policies, issued in accordance with the requirements 2, 3, 4, and 7 of Section 11.3 have been endorsed to show the Electric Company as an additional assured. Said certificates shall also provide that such insurance shall not be terminated, changed or endorsed except upon thirty (30) days written notice thereof to the Electric Company.

ARTICLE XII
EXISTING AND FUTURE RIGHTS OF OTHER PARTIES

Section 12.1 Nothing herein contained shall be construed as affecting the rights or privileges previously or hereafter conferred by the Electric Company, by contract or otherwise, to others, not parties to this agreement, to use any poles covered by this agreement; and the Electric Company shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing or future contracts and arrangements.

ARTICLE XIII
TERM OF AGREEMENT

Section 13.1 This agreement shall become effective upon its execution and if not terminated in accordance with the provisions of Section 10.1 shall continue in effect for a term of not less than (1) year. Either party may terminate the agreement at the end of said term or at any time thereafter by giving to the other party at least six (6) months written notice. Upon termination of the agreement in accordance with any of its terms, the Television Company shall immediately remove its CATV from all poles of the Electric Company. If not so removed, the Electric Company shall have the right to remove them at the cost and expense of the Television Company and without any liability therefore. The Electric Company shall deliver to the Television Company any equipment so removed upon termination of this agreement, upon the payment of the cost of removal, cost of storage and delivery and all other amounts then due the Electric Company.

ARTICLE XIV
ASSIGNMENTS OF RIGHTS

Section 14.1 The Television Company shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Electric Company.

Section 14.2 The use, however extended, of the Electric Company's poles, under this agreement, shall not create or vest in the Television Company any ownership or property rights in said poles, but the Television Company's rights therein shall remain those of a mere licensee. Nothing herein contained shall be construed to compel the Electric Company to maintain any of said poles for a period longer than demanded by its own service requirements.

ARTICLE XV
ATTORNEY'S FEE

Section 15.1 If Television Company breaches any provision of, or defaults on any of its obligations under, this agreement, (a) Television Company shall reimburse Electric Company for all costs and expenses, including a reasonable attorney's fee, incurred by Electric Company to collect payments due under this Agreement or otherwise to enforce Television Company's obligations under this

Agreement, whether by lawsuit or other action, and (b) Electric Company shall be entitled, in addition to any damages and other remedies that it may have at law or in equity, to specific performance or injunctive relief without proof of actual monetary damage.

Section 15.2 The validity, interpretation, and enforcement of this agreement shall be governed by the laws of Florida, excluding those laws relating to the resolution of conflict between laws of different jurisdictions. Concurrently with the execution of this agreement, Television Company has appointed:

T. TERRELL SESSUMS

as its agent for service of process in Florida, and Television Company shall maintain at all times during the term of this agreement an agent for service of process in Florida. In addition, Television Company and Electric Company consent and agree that Hillsborough County, Florida, shall be the exclusive, proper, and convenient venue for any legal proceeding in federal or state court relating to this agreement or to the transactions effected pursuant to this agreement, and each party waives any defense, whether asserted by a motion or pleading, that Hillsborough County, Florida, is an improper or inconvenient venue.

ARTICLE XVI

WAIVER OF TERMS OR CONDITIONS

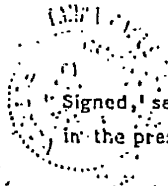
Section 16.1 Failure to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

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

Signed, sealed and delivered
in the presence of:

E.W. Cook

Jessie Johnson



Signed, sealed and delivered
in the presence of:

Shirley M. Hayward

[Signature]

This instrument was prepared by
E.W. Cook
TAMPA ELECTRIC COMPANY
P. O. Box 111
Tampa, Florida 33601

TAMPA ELECTRIC COMPANY

By [Signature]
Vice President

ATTEST

By [Signature]
Secretary

TAMPA CABLE TELEVISION, INC.

By [Signature]
Vice President

ATTEST

By [Signature]
Asst Secretary

TAMPA ELECTRIC COMPANY

ATTACHMENT AGREEMENT

EXHIBIT INDEX

<u>Page</u>	<u>Exhibit</u>	<u>Title</u>
12	A	Permit
13	B	Removal
14	C	Bond Coverage
15	D	Vertical & Horizontal Clearances J.U.
16	E	Vertical Clearances
17	F	Clearance for Cables
18	G	Climbing Space
19	H	Distribution Transformer Power Poles
20	I	TECO Cable Route

TAMPA ELECTRIC COMPANY
CATV POLE ATTACHMENT PERMIT

EXHIBIT "A"

TECO NO. NO. _____

PAR. NO. _____

(CATV CO. USE ONLY)

Permit Code No. _____

In accordance with the terms of agreement dated _____, 19____ application is hereby made for permit to make attachments to the following poles:

Location: City _____ County _____, Florida

POLE NUMBER(S)

POLE LOCATIONS

Section _____, Township _____, Range _____

By _____

Title _____

CATV COMPANY
Project Supervisor

(Include deposit of \$ _____ per pole when required).

(TECO USE ONLY)

1. Permit approved on _____, 19____, subject to your approval of the following changes and rearrangements: _____

at an estimated cost to you of \$ _____ payable in advance.

2. Permit denied on _____, 19____.

Comments: _____

BY: _____

TITLE: _____

TAMPA ELECTRIC COMPANY

(CATV CO. USE ONLY)

Total Previous Poles _____

Cable Attachments Requested Above Completed on _____, 19____

Poles This Permit _____

TOTAL _____

BY: _____

TITLE: _____

CATV COMPANY

EXHIBIT B
ATTACHMENT RENTAL CONTRACT
FOR TELEVISION COMMUNITY CABLE SYSTEM
CATV COMPANY - TAMPA ELECTRIC COMPANY

Notification of Removal by Television Company

_____ 19

In accordance with the terms of agreement dated _____
19_____, kindly cancel from your records the following poles
covered by Permit No. _____ from which attachments were
removed on _____, 19_____.

Location: City _____ County _____ Florida

<u>Pole Number</u>	<u>Permit Number</u>	<u>Pole Location</u>
--------------------	----------------------	----------------------

The CATV Company

By _____

Title _____

Notice acknowledged

By _____

_____ 19_____

Title _____

Notice No. _____

Tampa Electric Company

Total Poles Discontinued This Notice _____

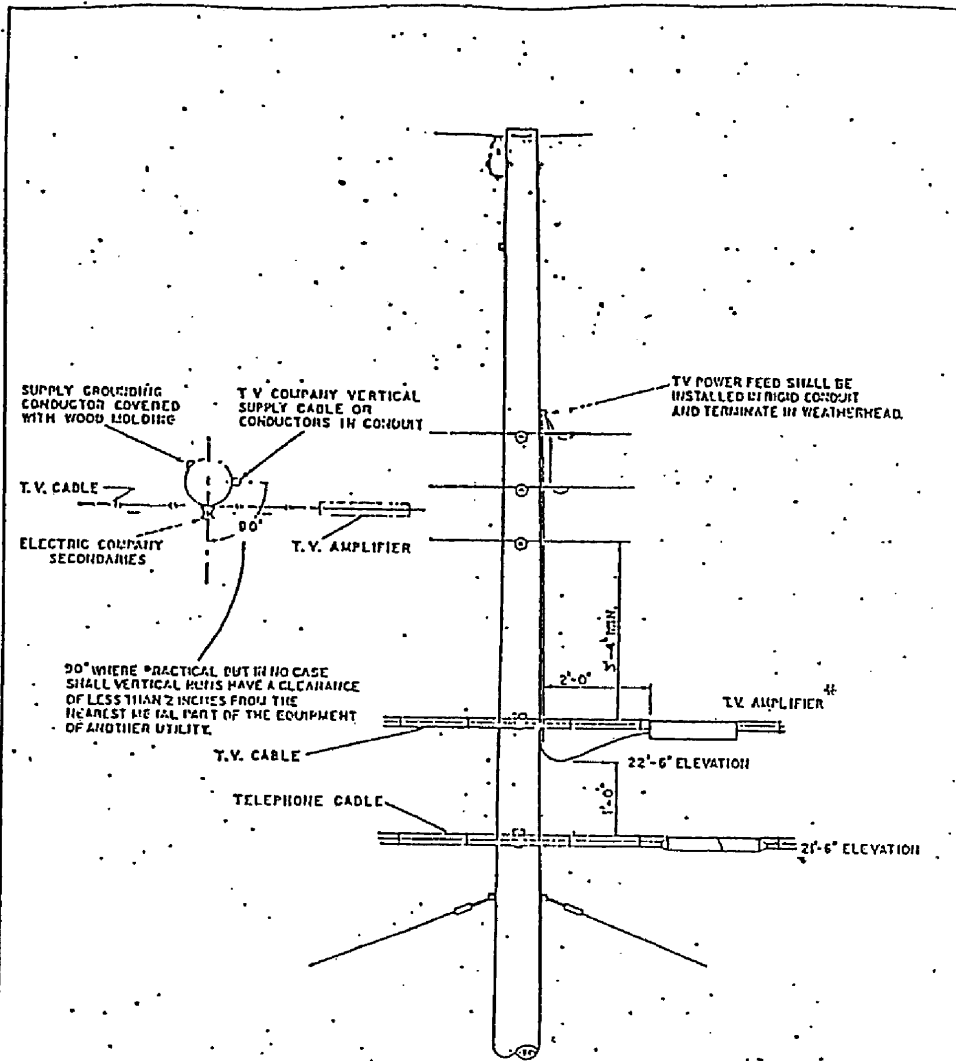
Poles Previously Vacated _____

Total Poles Vacated to Date _____

EXHIBIT "C"

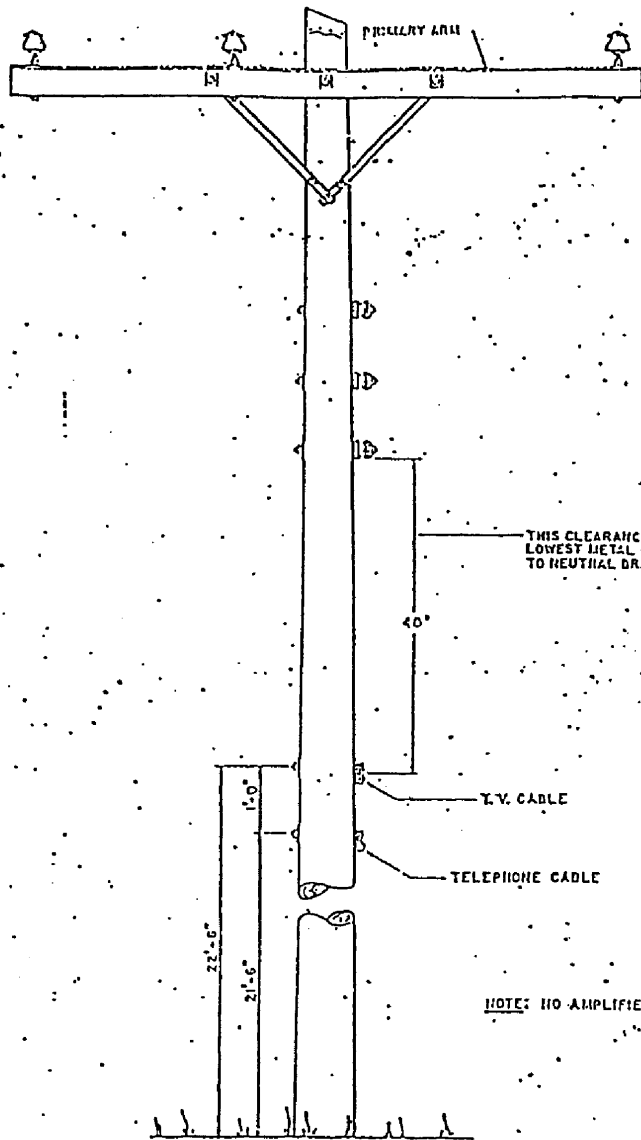
SCHEDULE OF REQUIRED BOND COVERAGE

<u>Number of Attachments</u>	<u>Amount of Coverage</u>
0-500	\$10,000
501-1000	\$20,000
1001-1500	\$30,000
1501-2000	\$40,000
2001-2500	\$50,000
Over 2500	\$70,000



* GROUNDING AND OVERCURRENT PROTECTION AS PER NATIONAL ELECTRICAL CODE.

MINIMUM VERTICAL & HORIZONTAL CLEARANCES FOR JOINT USE CONST.		APP. DATE 8-9-65
TAMPA ELECTRIC CO. ENGINEERING DEPT.	OVERHEAD DISTRIBUTION STANDARDS	EXHIBIT D



THIS CLEARANCE MEASURED TO THE LOWEST METAL PART IS ALSO APPLIED TO NEUTRAL BRACKETS.

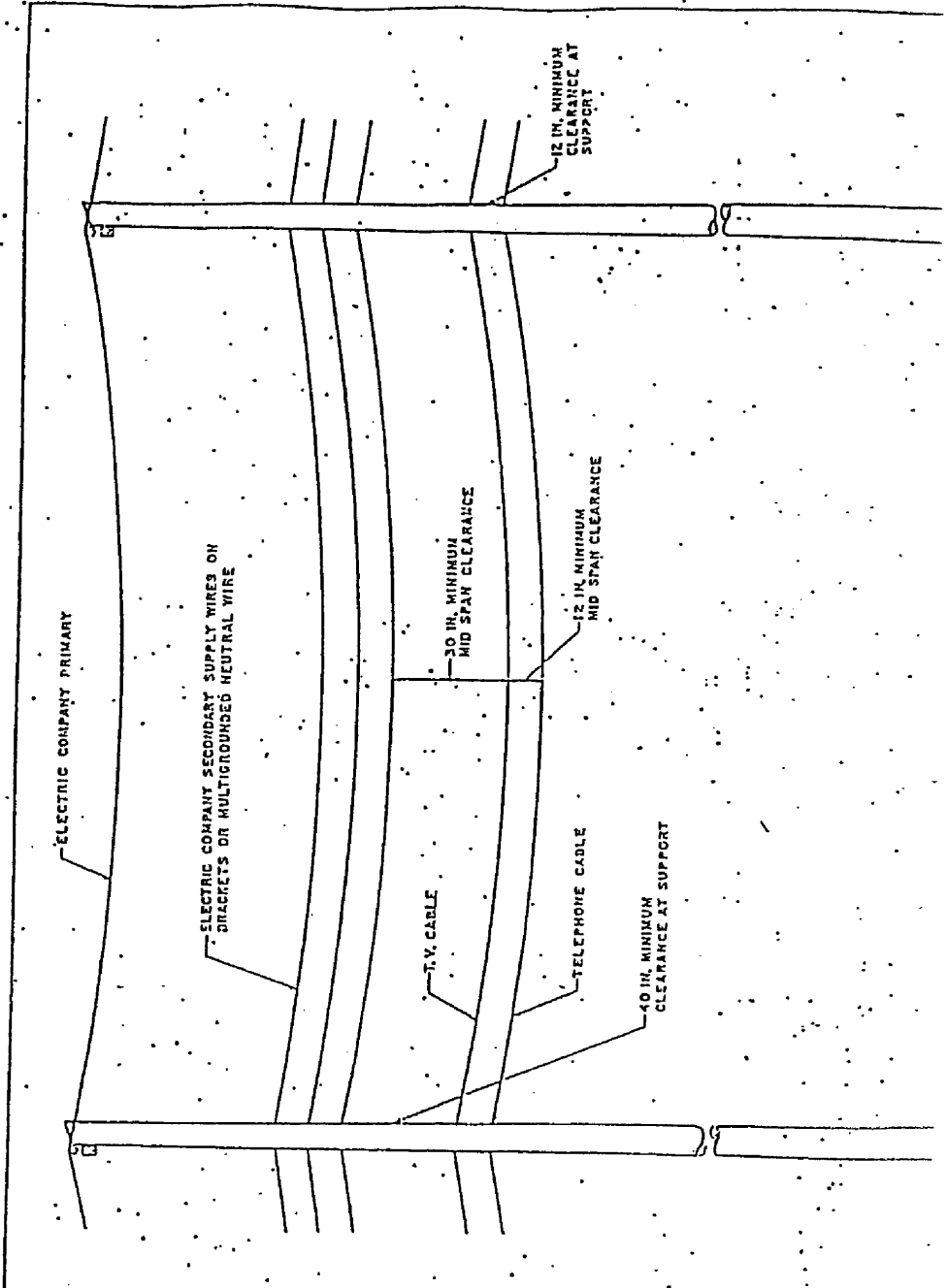
T.V. CABLE

TELEPHONE CABLE

NOTE: NO AMPLIFIER

POINT OF ATTACHMENT OF TV & TELEPHONE CABLE TO BE DETERMINED BY MEASUREMENT OF ELEVATION ABOVE GROUND. TV COMPANY ELEVATION SHALL NOT EXCEED 22'-6" UNLESS SPECIAL PERMISSION IS GRANTED BY TCCO ENGINEERING DEPARTMENT.

<p>MINIMUM VERTICAL CLEARANCES FOR JOINT USE CONST.</p>		<p>APPA DATE: 8-1-15</p>
<p>TAMPA ELECTRIC CO. ENGINEERING DEPT.</p>	<p>OVERSICUT ALL INSTRUMENTS AND STANDARDS</p>	<p>EXHIBIT C</p>



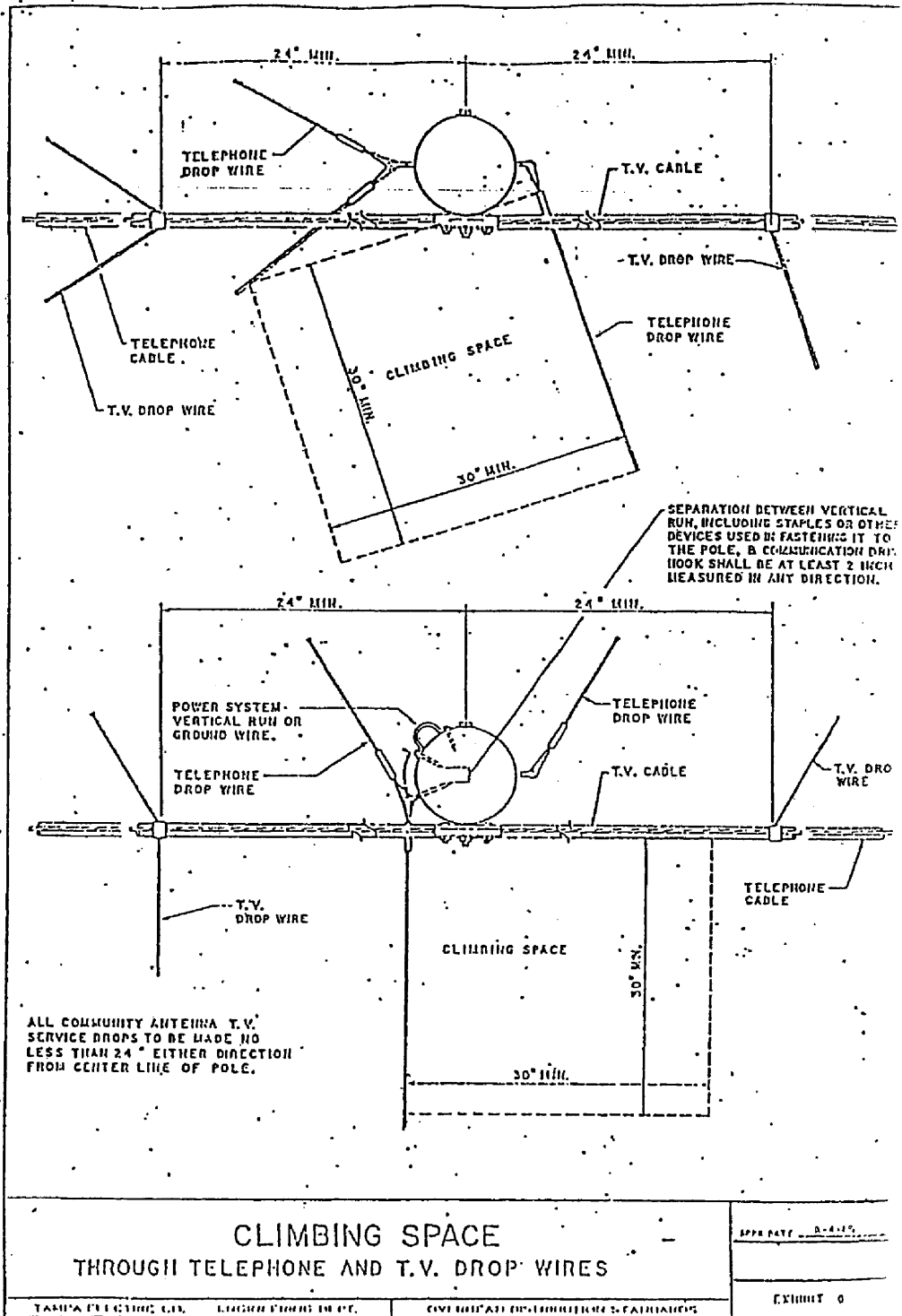
CLEARANCE FOR T.V. CABLES & TELEPHONE
PARALLELING OTHER WIRES

APPD DATE 10-2-54

TAMPA ELECTRIC CO. ENGINEERS

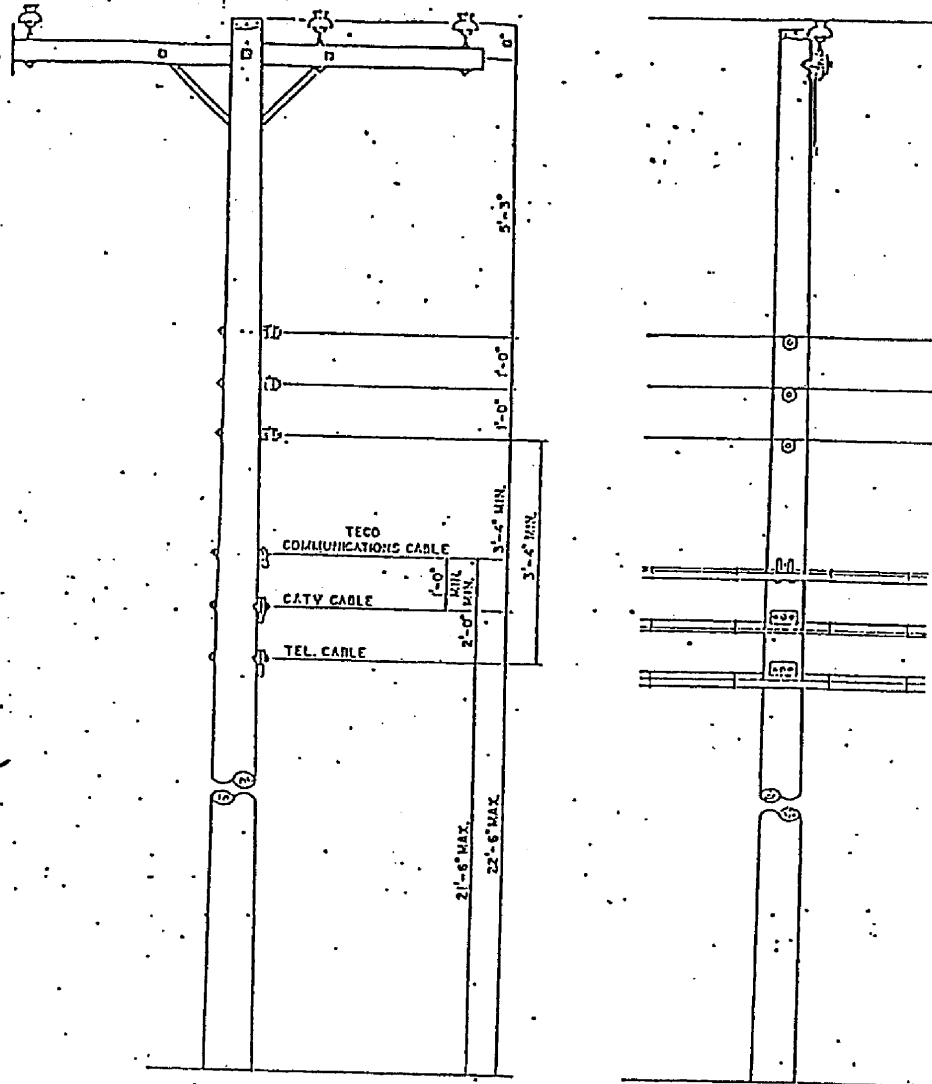
ONE BUREAU BUILDING ST. PETERSBURG

EXHIBIT F



NOTES

- 1- CABLE CLEARANCE HEIGHTS SHALL BE TAKEN FROM LOWEST CROSSARM AND FROM GROUND LOWEST ELEVATION SHALL BE USED.
- 2- THE CATV CABLE ELEVATIONS MAY BE LOWER WHEN APPROVED BY THE TELEPHONE CO.
- 3- ELEVATIONS MAY BE LOWERED IF CABLE CLEARANCE PERMITS AND IN THE WRITTEN AGREEMENT OF ALL CABLE OWNERS.
- 4- TEL CO COMMUNICATIONS CABLE, CATV CABLE, AND TEL CABLE SHALL BE MOUNTED ON THE SAME SIDE OF POLE AS TELCO SECURITY.
- 5- TELCO COMMUNICATIONS CABLE SHALL BE MOUNTED AT AN ELEVATION OF 23'-6" AS SPECIFIED BY ENGINEERING DEPT.



PER DIST. ENG. *D. Wilson* 8/27/64

DESIGNED BY: *[Signature]*
 APPROVAL: 3-17-66
 SUPERVISOR:
 DATE:

CLEARANCES FOR JOINT CONSTRUCTION ALONG
TECO COMMUNICATIONS CABLE ROUTE

TAMPA ELECTRIC CO. ENGINEERING DEPT. OVERHEAD CONSTRUCTION STANDARDS

Exhibit 2

TAMPA ELECTRIC

THOMAS L. HERNANDEZ
VICE PRESIDENT-
ENERGY DELIVERY

November 21, 2005

VIA: Hand Delivery

Mr. Dick Rose
Vice President - Finance
Bright House Networks Information Services, LLC
700 Carillon Parkway, Suite #1
St. Petersburg, Florida 33716

Re: New Pole Attachment Agreement and Bright House's Telecommunication Service

Dear Mr. Rose:

I am writing to request the negotiation of a new pole attachment agreement between our two companies as was committed by Gene White, Vice President Engineering, Bright House, in a letter dated and signed by Mr. White on February 19, 2004. In that letter, Mr. White agreed to negotiate a new pole attachment agreement that would consolidate the ten contracts we currently have dating back to August 4, 1965, and to do so by June 1, 2004. We are well beyond this commitment and would like your assurance that this will now be addressed. I am also requesting the immediate payment of all pole attachment rental fees that Bright House has incurred, but failed to disclose, by virtue of its use of attachments to Tampa Electric Company's poles for telecommunications service. As you know, Bright House is required to pay a higher rate for telecommunications attachments than it does for CATV attachments. Bright House previously warranted to Tampa Electric that it would not use its pole attachments for telecommunications without entering into a new agreement for such use. However, it has come to our attention that Bright House is providing telecommunication service in Tampa Electric's service territory and has been doing so since 2001. Specifically, we have learned that:

- Bright House's Digital Phone service is explicitly advertised as "residential telephone service".
- Bright House's advertising and other communications with its customers refer to Bright House as a telecommunications provider and to Bright House's service as a telecommunications service.
- Bright House has certified to the FCC that it is providing telecommunications services in Florida.

TAMPA ELECTRIC COMPANY
P.O. BOX 111 TAMPA, FL 33601-0111
813-228-4495 FAX 813-228-4290
TLHERNANDEZ@TECOENERGY.COM


Page Two
Mr. Dick Rose
Vice President - Finance
Bright House Networks Information Services, LLC

- Bright House assesses the Universal Service Charge on its customer invoices, a charge applicable only to telecommunications service.
- Bright House is and has been a certificated telecommunications provider with the Florida PSC since 2001, certification #8015.
- Bright House's Digital Phone service is routed to Public Switched Telephone Network.

In short, Bright House is holding itself out to the public and acting in every way as a provider of telecommunications service. Bright House is believed to have numerous telephone subscribers in the areas serviced by Tampa Electric, yet Bright House has not reported or paid for any attachments at the telecommunications rate. In fact, Bright House has attempted to avoid such payments by denying to Tampa Electric that it has any telecommunications attachments whatsoever. This failure to comply with your legal obligations, and the resulting loss of revenue to Tampa Electric, is of great concern to Tampa Electric. We look forward to discussing a quick resolution of this situation if Bright House is serious about trying to resolve it. If not, we intend to vigorously pursue all available remedies.

We look forward to our discussions and your response in a timely manner to the establishment of a new pole attachment agreement and receiving payment for the telecommunications services outline in the attached invoice.

Sincerely,



Enclosure

c: Kevin Hyman



Invoice

Date	Invoice #
11/21/2005	20054363

Bill To
Time Warner Communications Attn.: Barry Beatty 2728 S. Falkenburg Rd. Riverview, FL 33569

Tampa Electric Company
P.O. Box 111
c/o E.D. Billing (Plaza 2)
Tampa, FL 33601

TO ENSURE PROMPT CREDIT PLEASE RETURN ENTIRE BILL WITH YOUR PAYMENT - MAKE CHECK PAYABLE TO TAMPA ELECTRIC.



Terms	Due Date
Net 30	12/21/2005

Description	Amount
Corrected Invoice July 1, 2005 to December 31, 2005 Billed Amount: \$478,596.07 Adjusted Pole Rental for January 1, 2005 through December 31, 2005 Rate Adjustment: (Actual Rate \$17.87 - Billed Rate \$5.63) x 160,867 Attachments	1,969,012.08
Corrected Invoice January 1, 2004 to December 31, 2004 Billed Amount: \$852,387.75 Adjusted Pole Rental for January 1, 2004 through December 31, 2004 Rate Adjustment: (Actual Rate \$16.88 - Billed Rate \$5.31) x 160,525 Attachments	1,857,274.25
Corrected Invoice January 1, 2003 to December 31, 2003 Billed Amount: \$891,828.00 Adjusted Pole Rental for January 1, 2003 through December 31, 2003 Rate Adjustment: (Actual Rate \$14.43 - Billed Rate \$5.60) x 159,255 Attachments	1,406,221.65

We appreciate your prompt payment.	Total
<i>For inquiries call your Tampa Electric Representative at (813) 228-4111.</i>	Payments/Credits
<i>Paying construction costs with VISA or MASTERCARD is easy with Speedpay. Log on to tampaelectric.com, choose BUSINESS to access NEW CONSTRUCTION, or call Speedpay toll-free, 1-866-215-2705. Speedpay automatically adds a service fee of 2.8% of your total construction costs when you make your payment.</i>	Balance Due



Invoice

Date	Invoice #
11/21/2005	20054363

Bill To
Time Warner Communications Attn : Barry Beatty 2728 S. Falkenburg Rd. Riverview, FL 33569

Tampa Electric Company

**P.O. Box 111
c/o E.D. Billing (Plaza 2)
Tampa, FL 33601**

TO ENSURE PROMPT CREDIT PLEASE RETURN ENTIRE BILL WITH YOUR PAYMENT - MAKE CHECK PAYABLE TO TAMPA ELECTRIC.



Terms	Due Date
Net 30	12/21/2005

Description	Amount
Corrected Invoice January 1, 2002 to December 31, 2002 Billed Amount: \$889,772.80 Adjusted Pole Rental for January 1, 2002 through December 31, 2002 Rate Adjustment: (Actual Rate \$12.00 - Billed Rate \$5.60) x 158,888 Attachments	1,016,883.20
Corrected Invoice February 8, 2001 to December 31, 2001 Billed Amount: \$757,088.78 Adjusted Pole Rental for February 8, 2001 through December 31, 2001 Rate Adjustment: (Actual Rate \$9.24 - Billed Rate \$5.74) x 131,897 Attachments	417,372.70
Previously: Paragon Cable TCI Cablevision of Pinellas County Cablevision Industries Jones Intercable Cablevision of Central Florida Moffat Communications	

We appreciate your prompt payment.	Total	\$6,666,763.88
<i>For inquiries call your Tampa Electric Representative at (813) 228-4111.</i>	Payments/Credits	\$0.00
	Balance Due	\$6,666,763.88

Paying construction costs with VISA or MASTERCARD is easy with Speedpay. Log on to tampaelectric.com, choose BUSINESS to access NEW CONSTRUCTION, or call Speedpay toll-free, 1-866-215-2705. Speedpay automatically adds a service fee of 2.8% of your total construction costs when you make your payment.