EXHIBIT K

Form of Pole Attachment for Seller Fiber Optic System

ATTACHMENT AGREEMENT BETWEEN
(GOVERNMENT ENTITY)
AND
FLORIDA POWER & LIGHT COMPANY

THIS AGREEMENT, made this _____ day of _____ 200_, between _____, a municipality or political subdivision of the State of Florida (hereinafter referred to as "Licensee") and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of Florida with its principal place of business in Miami-Dade and Palm Beach Counties, Florida (hereinafter referred to as "FPL").

W I T N E S S E T H:

WHEREAS the Licensee desires to attach cables, wires and appliances to poles belonging to FPL, for the construction, operation, and maintenance of a _____ system (hereinafter referred to as "System"), and

WHEREAS FPL is willing to permit, to the extent it may lawfully do so, the attachment of said System to its existing poles where, in its judgment, such use will not interfere with FPL's own system integrity or service requirements, including considerations of economy and safety,

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties covenant and agree as follows:

ARTICLE I - DEFINITIONS

1.1 Attachment means the physical attachment of the cable and any supporting hardware or devices required to attach Licensee's System to FPL poles.

1.2 Facility or Facilities means equipment used by FPL in the distribution of electric power, including, but not limited to, manholes, conduits, poles, wires, cables, system protection equipment or other appurtenances, and associated equipment.

1.3 Intermediate Pole Attachment means the initial Attachment of Licensee's System to a new intermediate pole installed by FPL within an existing pole line in order to accommodate the service requirements of FPL or licensees or other Joint Users.

1.4 Lump Sum means the dollar amount estimated by FPL, associated with work to be performed by FPL. This includes the construction costs and all FPL overheads associated with the required work.

1.5 Make-Ready Work means the work associated with the Rearrangement of FPL Facilities and the facilities of other licensees or licensees attached pursuant to a joint use agreement (hereinafter "Joint Users") to the FPL pole that is required for the initial attachment of the System on the FPL pole or pole line in compliance with the National Electrical Safety Code ("NESC") and additional requirements of FPL. This work includes but is not limited to pole inspections, engineering and drafting time, permits and construction.

1.6 Rearrangement means any activity or work, after the initial Make-Ready Work, which is necessary when there is a change in the FPL Facilities or FPL service requirements or to ensure that Licensee's Attachments do not adversely affect FPL's Facilities or service or that of Joint Users or licensees previously attached. "Rearrangement" includes but is not limited to transfer, relocation, adjustment, conversion, permanent or temporary support, protection, design or redesign, abandonment, and removal or reconstruction of Licensee's System.

1.7 System shall consist of the cable, hardware and supporting devices required by the Licensee to attach to FPL poles as specified in Article II. 2.2 and any part thereof.

1.8 Transfer means one activity included within the term Rearrangement and is associated only with pole replacements. Transfer is limited to the work of removing the Licensee's System from the FPL pole and re-attaching the System to a replacement FPL pole within the existing FPL pole alignment at the same time that FPL transfers or relocates FPL Facilities from one FPL pole to another FPL pole.

ARTICLE II - TERM AND RIGHT TO ATTACH

2.1 Term. This Agreement is for an initial term of two (2) years commencing with the date first written above and ending on midnight immediately preceding the two (2) year anniversary of said date. The term of this Agreement, provided the licensee is not in default under the terms of this Agreement, shall be continuously self-renewing by an additional two (2) year term unless either party provides written notice to the other party no later than sixty (60) days prior to the expiration of the then effective term that it wishes to terminate this Agreement for any or no cause. Individual permits issued under this Agreement may automatically expire as provided in Exhibit A attached hereto.

2.2 Permission to Attach.

a. Pole. The Licensee may attach its System only to existing or future FPL poles on which distribution or distribution/transmission Facilities have been installed. The Licensee may not attach its System to FPL poles that are used solely for transmission or street lighting purposes.

b. Tension Limit. No Attachment will be permitted which results in more than 200 lbs. of unguyed tension on any given FPL Pole.

c. Pole Height Limit. No Attachment will be permitted which requires FPL to install a new pole over forty-five feet (45') and FPL will not perform Make-Ready Work for the

purpose of installing such a pole. Provided however, Licensee may apply for a permit to attach to an FPL pole, as provided in Article II.2.2.a above, which is over forty-five feet (45') in height if such pole was installed to meet FPL's own service requirements.

2.3 Inspection. Prior to applying for permission to attach to any FPL pole, the Licensee shall inspect the pole(s) to which it wishes to attach and shall prepare a windloading study and calculations according to FPL requirements. If any pole or poles of FPL must be reworked or are inadequate to support the additional facilities in accordance with the specifications in Article III below, the Licensee will request Make-Ready Work by indicating the necessary changes on Exhibit A.

2.4 Florida Power & Light Company Permit. After inspection and prior to attaching to any pole of FPL, the Licensee shall apply for and receive a written permit in the form of Exhibit A. The Licensee shall attach its windloading calculations to its permit application. FPL may deny a permit for Attachment when in the sole judgment of FPL such attachment will interfere with FPL's system integrity or service requirements, including economic, safety, reliability and engineering requirements. No Attachments shall be permitted except as provided in Article II.2.2.a.

ARTICLE III - ATTACHMENT AND MAINTENANCE

3.1 Licensee's Attachments. The Licensee, at its own expense, shall make and maintain its Attachments in safe condition and in thorough repair, both in a manner suitable to FPL and so that the Attachments do not conflict with the use of the poles by FPL, Joint Users or other licensees or interfere with the working use of facilities thereon or which may from time-to-time be placed thereon by FPL or Joint Users. The Licensee shall exercise special precautions to avoid damage to Facilities of FPL and to attachments of others supported on the FPL poles and shall immediately report any damage to FPL and to any other owners of damaged facilities or attachments.

3.2 Licensee's Duty to Warn. Licensee agrees to warn its employees, agents, contractors, and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by FPL are of high voltage electricity and to inform such persons as to safety and precautionary measures which he or she must use when working on or near FPL Poles and other facilities.

3.3 Licensee's Permits. The Licensee, at its own expense, shall obtain all necessary permits or authorization from local, state and federal agencies or property owners.

3.4 Standards.

a. NESC and FPL Requirements. The Licensee agrees to install, construct and maintain its Attachments with its own licensed electrician or by an approved licensed electrical contractor paid under a contract executed by the Licensee all in accordance with the requirements and specifications of the National Electrical Safety Code, latest edition, or any applicable amendments, revisions, or subsequent editions of said NESC as well as any additional construction requirements of FPL. If any Licensee Attachments are

found to have been installed in violation of the NESC or FPL requirements, the Licensee shall immediately make all corrections at the Licensee's expense, including Rearrangement of Facilities and of attachments of others.

b. Installation of Attachments. The Licensee agrees and understands that the installation, construction and maintenance of Attachments within fifteen feet (15') of FPL's primary conductors (defined herein as all conductors with voltage potentials exceeding 750V) shall be subject to the approval of FPL within its sole and absolute discretion. The Licensee's Attachment of cable on each pole shall be restricted to one foot (1') of pole space. This space allocation shall be located one foot (1') above the highest joint user or existing third party cable attachment. The one foot (1') space allocation shall extend six inches (6") above and below the Licensee's main cable attachment point. A schematic drawing is included in Exhibit A.

c. Other Requirements. In addition, all installation work will be done in accordance with local rules, regulations, statutes and ordinances. All Attachments shall conform to requirements of and be subject to rights under any other joint use or attachment agreements now in effect between FPL and other pole users. The Licensee shall insure compliance with clearances from facilities of all other licensees attached to the FPL pole and obtain consent from such users, as necessary. The Licensee agrees to participate in FPL's notification and scheduling processes for Pole transfers and permitting of attachments.

d. Marking of Cable The Licensee agrees to install or mark the cable in a manner acceptable to FPL and consistent with guidelines adopted by the Florida Utility Coordinating Committee, so that it can be easily identified from the ground and from other similar cables on the pole. Provided however and notwithstanding the FUCC guidelines above, an identification tag shall be installed at every first, fifth, last and street crossing mainline Attachment.

e. Licensee's Notice of Attachment. Within thirty-one (31) days of attaching to FPL's Poles, Licensee shall provide FPL with Notice of Attachment in the form of Exhibit B attached hereto.

3.5 Rearrangement, Transfer and Intermediate Pole Attachment of Licensee's System.

a. Timing. When it is necessary for the Licensee to Rearrange its Attachment on an existing Pole, Transfer its Attachment to a replacement Pole or attach to an intermediate Pole, the Licensee will move, Transfer or attach its Attachment as required within forty-five (45) days of notification. The Licensee will participate in FPL's notification process and conform to FPL's scheduling in order to accomplish this.

b. Rearrangement, Transfers, or Intermediate Pole Attachment by FPL. Rearrangement, Transfer or Intermediate Pole Attachment of the System, or any part thereof is the sole responsibility of the Licensee. This work may be performed by FPL or its contractor when and at the time that FPL relocates its Facilities, replaces an existing pole or installs an intermediate pole within an existing pole line used by the Licensee. All such

work shall be at the sole discretion of FPL and based on NESC and additional requirements of FPL. All hardware, cable, material and equipment required for the Rearrangement or Transfer of the System, or part thereof, shall be provided by the Licensee. The Rearrangement shall be at the expense of the Licensee as stated in Article IV.

c. Rearrangement or Transfer by Licensee. If FPL decides not to rearrange or Transfer the System, then the Licensee, subject to Article IV, at its own expense and within thirty (30) working days after notice from FPL, shall rearrange or remove its System placed on any pole or pole line, transfer it to substituted poles, relocate it, or perform any other work in connection with Licensee's System that may be required by FPL.

d. Failure of Licensee to Rearrange or Transfer; Emergency Situations. Provided, however, that after thirty (30) days notice from FPL, if Licensee fails to rearrange or Transfer the System, or at any time without notice in cases of emergency, FPL may rearrange the System, Transfer it to substituted poles, relocate it or perform any other work in connection with Licensee's System that may be required in the maintenance, replacement, removal or relocation of FPL poles, the Facilities or attachments thereon or which may be placed thereon, or for the service needs of FPL, and the Licensee shall, on demand, reimburse FPL for the expense thereby incurred. Nothing in this paragraph shall relieve the Licensee from maintaining adequate work forces readily at hand to handle the Rearrangement, repair, service and maintenance of the System where the condition of the System is hindering FPL's operations.

e. Hold Harmless and Indemnify Against Delay Claims. Notwithstanding the foregoing, Licensee shall be solely responsible for the scheduling and coordinating directly with all attachees to FPL poles, including those of the Licensee, of all relocations required as part of any project of the Licensee. FPL shall not be responsible for scheduling the relocation of the Licensee's attachments or other attachments to FPL's poles when such relocation is caused by any project of the Licensee. Licensee shall indemnify and hold harmless FPL from any loss or liability incurred by or claimed by Licensee's contractor arising from or related to failure of FPL to timely relocate a FPL pole if Licensee has not timely removed its attachment from the FPL pole.

3.6 FPL Inspection. FPL reserves the right to inspect each new installation of the Licensee on FPL poles and in the vicinity of its lines or appliances and to make surveys every five (5) years, or more frequently as conditions warrant, of the entire System on FPL's poles. Such inspections or surveys made, or not, shall not relieve the Licensee of any responsibility, obligation or liability assumed under this Agreement. All direct and overhead costs associated with these inspections shall be paid by the Licensee as stated in Article IV. In addition, if any violations are found, the Licensee shall make all corrections at the Licensee's expense, including Rearrangement of Facilities and of attachments of others.

ARTICLE IV - MAKE-READY COSTS, LICENSE AND TRANSFER FEES, AND BILLING

4.1 Make-Ready Costs for New Attachments.

a. Lump Sum for Make-Ready Work. If the Licensee has indicated that Make-Ready Work is necessary to accommodate the System on any FPL pole, FPL or FPL's contractor will provide the Licensee with an estimate of the cost of the Make-Ready Work. The estimate shall include the increased cost of larger or stronger poles, remaining life value of poles removed, cost of removal less any salvage recovery and the expense of transferring FPL's Facilities from the old to the new poles and overhead costs, less any credit for betterment. If the Licensee still desires to make the Attachments, it shall return Exhibit A marked to so indicate, together with an advance payment the Lump Sum for the entire estimated cost of the Make-Ready Work.

b. Reimbursement for Make-Ready Work. When the Licensee's Attachments can be accommodated on existing poles of FPL by rearranging FPL's Facilities or attachments of others thereon, the Licensee will compensate FPL and other Licensees, attachees, or Joint Users, if any, for the full expense incurred in completing such Make-Ready Work or Rearrangements, as provided in Article IV.4.5 below.

c. Additional Support. Any strengthening of poles (*e.g.*, guying) required to accommodate the Licensee's Attachments shall be provided by and at the expense of the Licensee and to the satisfaction of FPL. The Licensee shall not set intermediate poles under or in close proximity to FPL's Facilities. The Licensee, however, may request FPL to set such intermediate poles as the Licensee may desire, and FPL shall have the option to accept or reject such request. If such request is granted, the Licensee shall reimburse FPL for all direct and overhead costs associated with installing and attaching to such pole or poles.

d. Reimbursement of Licensees for Any Rearrangement Made by Licensees. If the Licensee wishes to be reimbursed by any other attachee, new or existing, benefiting from a Rearrangement or Make-Ready which was paid for by the Licensee, it is the Licensee's responsibility to pursue reimbursement directly with the other attachee. FPL will not be responsible for notification, monitoring, billing or collection of reimbursement for any new attachments or modifications made to Poles where the Licensee paid Make-Ready costs to increase capacity.

4.2 Attachment Fees.

a. Annual Attachment Fee. Subject to annual adjustment as set forth in (b) below, Licensee shall pay FPL an annual Attachment fee of $12.15 per distribution Pole per year and $58.96 per transmission Pole with under-built distribution per year, such rate effective on June 1, 2003. The annual rate shall apply to all Attachments existing as of the effective date of that rate, regardless of the date of Attachment.

b. Fee Adjustment. On the first day of June each year thereafter that this Agreement is in effect, the annual fee shall be adjusted in accordance with the most current pole cost data compiled by FPL. FPL shall bill annually in advance or, at FPL's sole discretion, biannually or monthly in advance for the total number of Attachments as of the billing date. The payment of the Attachment fee hereunder shall include such pro rata amount as may be due for the increased Attachments or change in use to FPL poles since the previous billing date. An Attachment or change in use of Attachment to any FPL pole

without notification of Attachment or change in use or FPL's authorization shall be deemed to have been made on the effective date of this Agreement or the date of the last survey, whichever is later. FPL's acceptance of payment for unauthorized Attachment shall not constitute a waiver of any other rights or remedies under this Agreement or at law. Payment shall be made within forty-five (45) days of the date of invoice and under the terms and conditions provided in Article IV.4.6.

c. Essential Service Attachments. Licensee shall not pay an attachment fee for those attachments solely and specifically dedicated for the operation and maintenance of traffic signals or essential community services such as emergency communications.

d. Unauthorized Attachments. An Attachment to an FPL pole without notification of Attachment or FPL's authorization shall be deemed to have been made on the effective date of this Agreement or the date of the last survey, whichever is later. If the unauthorized Attachment is identified by survey, the "last survey" shall mean the survey immediately prior to the survey which identified the unauthorized Attachment. FPL's acceptance of payment for unauthorized Attachments shall not constitute a waiver of any other rights or remedies under this Agreement or at law.

e. Unauthorized Attachment Fee. Licensee shall pay FPL an Unauthorized Attachment Fee in the amount of 2 and 1/2 times the pole attachment rate to Distribution Poles and 1 and 1/2 times the pole attachment rate to Transmission Poles or Towers for the year in which the Unauthorized Attachment was discovered. This Unauthorized license fee shall be paid from the date of discovery back to the date of the last physical survey for any Attachment to FPL Poles or Towers. If an Unauthorized Attachment is identified by survey, the "last survey" shall mean the survey immediately prior to the survey which identified the Unauthorized Attachment. FPL's acceptance of the payment of the Unauthorized Attachment Fee or consent to waive payment of all or a part of the Unauthorized Attachment fee shall not constitute a waiver of any of FPL's other rights or remedies under this Agreement or at law. Licensee shall have the burden of proving that an Attachment is an authorized Attachment by providing FPL with a copy of the FPL Attachment Permit. Any unauthorized Attachment to a Distribution Pole may be removed at the discretion of FPL and at the sole cost of Licensee. Any unauthorized Attachment to a Transmission Pole without distribution underbuilt or to a Tower shall be immediately removed by FPL at the sole cost of Licensee and with no liability or consequences therefore accruing to FPL.

4.3 Transfer and Intermediate Pole Attachment Fees.

a. Fee. Upon completion of the Transfer or Intermediate Pole Attachment by FPL, the Licensee shall pay FPL a fee for each Attachment of Licensee made by FPL or its contractors. The fee for such work performed in the 2004 calendar year shall be $65.00 per pole.

b. Change in Fee. For subsequent years, the Transfer or Intermediate Pole Attachment fee will be adjusted to reflect any change in all direct and indirect costs of FPL associated with performing such work. FPL shall notify the Licensee in writing no less than sixty (60) days prior to implementation of any change in the fee for subsequent

years. Licensee shall have a right to audit records associated with such costs during that sixty-(60) day period and at a time acceptable to FPL.

4.4 Rearrangement Cost.

a. Licensee's Cost. If FPL rearranges or relocates its Pole or Pole line or changes the existing Pole line alignment and as a consequence thereof rearranges or relocates all or part of the Licensee's System to FPL's relocated Pole line, the fee for Transfer does not apply and the Licensee shall pay the direct and indirect costs of such Rearrangement of the Licensee's System. If the Rearrangement is necessitated by a third party that is not considered an attaching entity and the Rearrangement is not reimbursable by such third party, each licensee is responsible for rearranging its own facilities at its own expense. If such Rearrangement is reimbursable by the third party, each licensee is responsible for dealing directly with and obtaining its own reimbursement from such third party. Additionally, each licensee is responsible for coordinating the relocation of its Attachments with the relocation schedule of the third party. FPL will not be responsible for delay claims caused by failure of Licensee to meet the relocation schedule of a third party. Payment for Rearrangement work will be made by the Licensee as stated in Article IV, sections 4.5 and 4.6 below.

b. Licensee's Option to Purchase. If, however, FPL gives the Licensee thirty (30) days written notice of its intent to abandon a Pole or Pole line containing Poles with Attachments of the Licensee, and if only the Licensee's Attachments remain on the Pole and if the Licensee has obtained all necessary permits or easements from the fee owner, the Licensee shall have the option to purchase the FPL Pole from FPL.

4.5 Billing.

a. Make-Ready Work and Rearrangement Work. Licensee agrees to pay FPL in advance the full Lump Sum amount for this make-ready work and rearrangement Work. This Lump Sum amount is non-refundable, provided however, if this Agreement is terminated or indefinitely suspended, the Licensee shall be responsible for the costs actually incurred by FPL and any additional cost incurred by FPL to restore FPL's facilities to complete operational capability and FPL shall refund the balance.

b. Transfer or Intermediate Pole Work. Upon completion of the Transfer or Intermediate Pole Attachment work by FPL, FPL shall present Licensee with an invoice for $50 times the number of Attachments. Upon completion of the Rearrangement, FPL shall furnish the Licensee with a final and complete billing of all costs incurred in the Rearrangement.

c. Inspecting, etc. In addition, to the above charges, FPL shall bill the Licensee for actual costs incurred for inspections, surveys, expenses and other charges (excluding Attachment fees and the Lump Sum payment) under this Agreement, as incurred. Payment shall be made within forty-five (45) days of the date of invoice and under the terms and conditions provided in Article IV.4.6, below.

4.6 Payment and Late Charges. FPL shall render an invoice to the Licensee for any payment to FPL due not more frequently than once monthly. The Licensee shall have ten (10) days

from the date that it receives an invoice to determine whether the invoice and any accompanying material supplied by FPL are proper. Failure to notify FPL within said ten (10) day period that the Licensee considers an invoice to be improper and to specify the reasons therefor shall constitute the Licensee's approval of such invoice as proper. Payment is due forty-five (45) days after the Licensee receives a proper invoice. If payment of a proper invoice is not received by FPL within thirty (30) days after it becomes due, then a late payment charge shall be assessed in the amount of one percent (1%) of the amount of the invoice for each month or portion of a month that the invoice remains unpaid, or the highest amount then permitted by applicable law if less.

4.7 Effect of Non-Payment. Non-payment of any invoice after ten (10) days notice of non-payment to Licensee by FPL shall constitute a default going to the essence of this Agreement and shall entitle FPL to cancel this Agreement.

ARTICLE V - REMOVAL

5.1 Notice. The Licensee, after prior written notice to FPL, may remove its Attachments from any pole or poles of FPL and shall give FPL written notice, in the form of Exhibit B, of actual removal within fifteen (15) working days after removal. Licensee shall exercise care and take precautions to avoid damage to the FPL Facilities and to the attachments of others and shall immediately report any damage to FPL and to the owners of the damaged facilities.

5.2 Immediate Removal. Upon notice that the use of an FPL pole is forbidden or unauthorized by state, county, or municipal authorities or upon any final administrative or judicial decision that Licensee has no right to attach to any FPL pole without consent of the real property owner, the permit covering the use of the FPL pole shall immediately terminate and Licensee shall remove all of its cables, wires, and associated support hardware from the affected FPL pole. Licensee shall hold harmless, defend and indemnify FPL against all liabilities arising from or associated with Licensee's failure to obtain the necessary permits, if any, from the owner of the real property or government authorities. The termination rights under this Agreement shall not be affected by this Section.

5.3 Licensee's Expense. All removals of the System from FPL poles shall be at the sole expense of the Licensee. Any corrections or Rearrangement required by FPL or others as a result of the Licensee's removal shall be at the sole expense of the Licensee.

5.4 Abandonment. If FPL desires, or, at any time is required to abandon any pole(s), it shall give the Licensee notice in writing of its intent to do so at least thirty (30) days prior to the date on which it intends to abandon such pole(s). If at the expiration of such period, or upon removal of FPL's Facilities, whichever occurs later, the Licensee shall not have removed all of its Attachments therefrom, and if the Licencee's Attachments remain on the pole, such pole(s) shall then become the property of the Licensee, and the Licensee shall: (i) obtain necessary permits or rights of way from the land owner, (ii) indemnify and save harmless FPL from all obligation, liability, damages, costs, expenses or charges incurred thereafter arising from the presence or condition of such pole(s), or any Attachment(s) thereon; and (iii) pay FPL a sum equal to the then "value in place", adjusted for the cost of removal and salvage, of such abandoned pole(s), or shall pay such other equitable sum as may be

agreed upon in writing between the parties. FPL shall not have further responsibility or liability for such pole.

ARTICLE VI - RESERVATION OF RIGHTS, LIMITATION OF LIABILITY AND INSURANCE

6.1 Reservation of Rights and Release by the Licensee. FPL 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 NESC and any applicable amendments, revisions or subsequent editions to said Code and such specifications particularly applying to FPL hereinbefore referred to. FPL shall not be liable to the Licensee for any interruption to service of Licensee or for interference with the operation of the cables, wires and appliances of the Licensee arising in any manner out of the use of FPL's poles by the Licensee, FPL, or others. The Licensee hereby releases and waives all rights against FPL for such interruptions or interference, whether same are due to or caused by the negligence of FPL.

6.2 Indemnification of FPL. Licensee shall exercise its privileges hereunder at its own sole risk and in consideration of this Agreement shall release, indemnify, protect, defend and save harmless FPL, its parent, subsidiaries, affiliates and their respective officers, directors, agents and employees (FPL Entities) from and against any and all claims and demands whatsoever including court costs and attorney's fees by reason of damage to property and injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, which may arise out of or be caused, by Licensee's negligence resulting in connection with or by the erection, maintenance, presence, use, transfer or removal of Attachments or the proximity of the respective cables, wires, apparatuses and appliances of the parties, subject to the limitations set forth in section 768.28(5), Florida Statutes.

6.3 Insurance.

a. Type. If the Licensee utilizes its own personnel and automobile equipment in the performance of this Agreement, the following shall apply:

The Licensee shall obtain liability insurance as of the date of this Agreement and maintain during the term of this Agreement insurance which shall be amended or endorsed to include FPL, its parent, subsidiaries and affiliates and their respective officers, directors and employees as Additional Insureds to protect them against any and all claims, demands, actions, judgments, cost, expenses and liabilities of every nature, including attorney fees, which may result directly or indirectly under the terms of the above indemnification. The limit applying to this Agreement shall equal the highest limit applicable to any other exposure covered under the policy. The policy(ies) shall be endorsed to be primary to any insurance maintained by FPL, its parent, subsidiaries or affiliates. As a minimum, the coverages shall include the following:

i. Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Workers' Act, the Federal Employers' Liability Act and Jones Act. Employers' Liability Insurance shall be provided with a limit of five hundred thousand dollars ($500,000) per accident.

ii. Comprehensive General Liability Insurance, including Broad Form Contractual Liability, with the following minimum limits of liability; Bodily Injury Liability and Property Damage Liability - One million dollars ($1,000,000) combined single limit and three million dollars ($3,000,000) occurrence aggregate.

iii. Comprehensive Automobile Liability Insurance with the following limits of liability, which shall apply to all owned, non-owned, leased and hired automobiles used by Licensee in the performance of the Work: Bodily Injury Liability and Property Damage Liability - one million dollars ($1,000,000) combined single limit and three million dollars ($3,000,000) occurrence aggregate.

b. Duration. In the event that any policy furnished by Licensee provides for coverage on a "claims made" basis, the retroactive date of the policy shall be the same as the effective date of this Agreement. Furthermore, for all policies furnished on a "claims made basis," Licensee's providing of such coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort; if coverage is on an "occurrence" basis, such insurance shall be maintained by Licensee during the entire term of this Agreement.

c. Form. Licensee shall procure and maintain at its own expense, the above minimum insurance coverage and shall provide evidence of the minimum insurance coverage by providing an ACORD or other Certificate of Insurance on forms and with insurance companies acceptable to the Risk Management Department of Florida Power & Light Company, before any work under the contract begins.

d. Self-Insurance. Notwithstanding the foregoing, Licensee at its option may self-insure the above liability after providing FPL with a written statement that Licensee intends to self-insure, together with a letter of assets, financial statements and/or any other documentation reasonably necessary to satisfy FPL that Licensee has the financial capability to self-insure.

6.4 Contractor Indemnification. The Licensee further agrees to include the following indemnification in all contracts with contractors who perform construction or maintenance work on or around the subject Facilities:

"The Contractor hereby agrees to release, indemnify, defend, save and hold harmless Florida Power & Light Company, its parent, subsidiaries, affiliates or their respective officers, directors, or employees, (hereinafter referred to as the "Company") and other owners of equipment attached to the pole, from all claims, actions, fees, fines, penalties, defense costs, suits or liabilities, including, but not limited to, bodily injuries or death to person(s) or damage to property, arising out of or in any way connected with the performance of the described work by Contractor, its subcontractor, agents or employees. This indemnity obligation survives termination of this Contract."

6.5 Contractor Insurance. The Licensee agrees to require its Contractors to obtain insurance to cover the above indemnity and to designate FPL as an additional insured and to endorse the policy to be primary to any insurance obtained by FPL, its parent, subsidiaries or affiliates. The Licensee further agrees to verify with its Contractors that such insurance is in full force and effect.

ARTICLE VII - MISCELLANEOUS PROVISIONS

7.1 Breach. If the Licensee fails to comply with any of the provisions of this Agreement or defaults in any of its obligations under this Agreement, including but not limited to safety, violation of the NESC or FPL requirements, and failure to pay, and fails within thirty (30) days after written notice from FPL (or immediately upon notice of a safety violation) to correct such default or non-compliance, FPL may at its option terminate this Agreement in whole or part.

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

7.3 Non-Exclusive Right. Nothing in this Agreement shall be construed to confer on the Licensee an exclusive right to make Attachments to FPL's poles in the area covered by this Agreement and any supplement thereto, and it is expressly understood that FPL has the unconditional right to permit any other person, firm or corporation to make Attachments to the same poles, other than any poles abandoned by FPL and purchased by Licensee, in the area covered in this Agreement and supplements thereto.

7.4 No Property Right. No use, however extended, of FPL's poles, under this Agreement, shall create or vest in the Licensee any ownership or property rights in said poles, but the Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel FPL to maintain any of said poles for a period longer than demanded by FPL's own service requirements. FPL reserves the right to deny the licensing of any poles to the Licensee if FPL determines such attachment will interfere with the integrity of FPL's system or service requirements, including considerations of economy and safety.

7.5 Assignment. The Licensee shall not assign or transfer the privileges hereby granted without the prior written consent of FPL which consent shall not be unreasonably withheld.

7.6 Successors and Assigns. Subject to the provisions of Articles VII. 7.4 and 7.5 above, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

7.7 Notice Under this Agreement. All notices, communications and deliveries required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by facsimile transmission with facsimile transmitted confirmation of receipt, sent by overnight commercial air courier (such as Federal Express), or mailed, certified or registered, postage prepaid, return receipt requested, to the parties at the addresses or facsimile numbers hereinafter set forth:

To the Licensee:_____

_____

_____

_____

To FPL: _____

_____

_____

_____

7.8 Severability. Should any part of any paragraph or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining paragraph or provisions shall not be impaired.

7.9 Applicable Law. The validity, interpretation and enforcement of this Attachment Agreement shall be governed by the laws of Florida without regard to conflict of law applications.

IN WITNESS WHEREOF, the Parties have caused these presents to be duty executed the day and year first above written.

LICENSOR:

FLORIDA POWER & LIGHT COMPANY
By:_____
Print Name: _____
Title: _____

LICENSEE:

By:_____
Print Name:_____
Title:_____
Attest:_____(Seal)