

AMENDMENT TO POLE ATTACHMENT AGREEMENT

THIS AMENDMENT TO POLE ATTACHMENT AGREEMENT (this "Amendment") is hereby made and entered into as of the ____ day of December, 2010, by and between Florida Power Corporation, d/b/a Progress Energy Florida, Inc. with its principal office located at 299 1st Ave North, St. Petersburg, Florida 33701, herein referred to as "Progress Energy" and the City of Leesburg, a municipal corporation, organized and existing under the laws of the State of Florida and maintaining its principal office at 501 W. Meadow Street, Leesburg, Florida 34748, herein referred to as the "Licensee;"

This Amendment contains certain provisions which may be at variance to provisions in the Pole Attachment Agreement, executed by Progress Energy and Licensee and dated May 8, 2000 (the "Agreement"). Where such variances occur, the provisions in this Amendment shall be controlling. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

RECITALS

WHEREAS, Progress Energy and Licensee entered into the Agreement dated May 8, 2000 for a period of ten (10) years; and

WHEREAS, the Agreement expired on or about May 8, 2010; and

WHEREAS, Progress Energy and Licensee have continued to operate under the terms of the Agreement since its expiration; and

WHEREAS, Progress Energy and Licensee now wish to formally amend the Agreement to reflect certain changes and additions, namely the extension of the term of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above and the covenants and promises hereinafter set out, Progress Energy and Licensee, intending to be legally bound, hereby agree as follows:

1. Section 1.2 of the Agreement is hereby amended by the addition of the following language set out in bold:

Section 1.2 Term

This Agreement shall continue for a period of ten (10) years from the Effective Date unless earlier terminated by either party. **Following the expiration of this ten year term, this Agreement shall be automatically renewed on a year to year basis unless terminated by either party. Should either party wish to terminate this Agreement, that party must give notice, in writing, of its intent to terminate this Agreement to the other party at least ninety (90) days prior to the termination of this Agreement.**

2. The parties covenant and agree that the terms of this Amendment shall constitute a part of the Agreement, and such terms are hereby incorporated into the Agreement. It is expressly agreed by the parties hereto that all terms, conditions, and provisions of the Agreement, unless specifically modified herein, shall continue in full force and effect and apply to this Amendment.

3. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment and all of which, when taken together, shall be deemed to constitute one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date indicated below to be effective as of the date first above stated.

FLORIDA POWER CORPORATION

By: *David Knowles*
Title: Vice President
Date: 12/10/10

CITY OF LEESBURG

By: _____
DAVID KNOWLES, Mayor
Date: _____

Heather Loudermilk
Witness Heather Loudermilk

Attest: _____
Betty Richardson, City Clerk

Witness

