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BEFORE THE ARIZONA CORPORATION COMMISSION

Arizona Corporation Commission

RECEIVED

COMMISSIONERS

- WILLIAM A. MUNDELL - Chairman
- JIM IRVIN
- MARC SPITZER
- JEFF HATCH-MILLER
- MIKE GLEASON

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AZ CORP COMMISSION DOCUMENT CONTROL

IN THE MATTER OF THE APPLICATION OF)
 CITIZENS COMMUNICATIONS COMPANY)
 AND UNISOURCE ENERGY CORPORATION)
 FOR APPROVAL FOR THE SALE OF CERTAIN)
 ELECTRIC UTILITY AND GAS UTILITY)
 ASSETS IN ARIZONA, THE TRANSFER OF)
 CERTAIN CERTIFICATES OF CONVENIENCE)
 AND NECESSITY FROM CITIZENS COMMUN-)
 ICATIONS COMPANY TO UNISOURCE)
 ENERGY CORPORATION, THE APPROVAL)
 OF THE FINANCING FOR THE TRANS-)
 ACTIONS AND OTHER RELATED MATTERS.)

DOCKET NO. E-01933A-02-0914
 E-01032C-02-0914
 G-01032A-02-0914

PROTECTIVE AGREEMENT

The Arizona Corporation Commission Staff ("Staff") has requested access to certain documents, data, studies, and other materials, some of which UniSource Energy Corporation, on behalf of itself, Tuscon Electric Power Company and UniSource's designated affiliate(s) (collectively, "UniSource") and Citizens Communications Company Arizona Gas and Electric Divisions ("Citizens") (the joint applicant parties collectively referred to here in as, "UniSource and Citizens" and/or "Joint Applicants") allege may be of a proprietary, confidential or legally protected nature ("Confidential Information").

In order to expedite the provision of information to Staff - UniSource and Citizens, Staff, and any independent contracting consultants retained by Staff for this docket (cumulatively referred to herein as "the parties"), agree as follows:

§1. Non-Disclosure. Except with the prior written consent of the party originally designating a document to be stamped as Confidential Information, or as hereinafter provided under this Agreement, no Confidential Information may be disclosed to any person. This requirement does not prohibit Staff from using and disclosing Confidential Information provided by UniSource and Citizens in reports or documents that aggregate all information gathered from parties to this docket, provided UniSource and Citizens individual disclosure is indiscernible from the aggregate report. In

1 addition, where Confidential information provided by UniSource and Citizens is confidential solely
2 as a result of either disclosing individual customer information, or disclosing specific prices, this
3 Agreement shall not prohibit Staff from the public disclosure of such information in an aggregated
4 form, where no individual customer or specific individual price can be ascertained.

5 **§2. Designation of Confidential Information.** For purposes of this Agreement, all
6 documents, data, information, studies and all other written, printed, transcribed, audio-taped or
7 video-taped materials furnished to Staff that UniSource and Citizens claims to be a trade secret, or of
8 a proprietary, confidential, or legally protected nature, shall be designated and referred to herein as
9 "Confidential Information". Access to and review of Confidential Information shall be strictly
10 controlled by the terms of this Agreement.

11 All Confidential Information provided to Staff pursuant to this Agreement shall be so marked by
12 UniSource and Citizens with a designation indicating its alleged trade secret, proprietary,
13 confidential or legally protected nature. The Joint Applicants shall memorialize any Confidential
14 Information disclosed verbally by the Joint Applicants in writing within five (5) business days of its
15 verbal disclosure, and the writing shall be marked by Joint Applicants with the appropriate
16 designation. Any Confidential Information disclosed verbally by UniSource and Citizens shall be
17 safeguarded by Staff and its contracting consultants only during the five (5) business day period
18 during which memorialization may be provided. UniSource and Citizens agree that they will
19 carefully consider the basis upon which any information is claimed to be trade secret, proprietary,
20 confidential, or otherwise legally protected. UniSource and Citizens shall designate as Confidential
21 Information, only such information as they have a good faith basis for claiming to be legally
22 protected. Where a part of a document, or only a part of an informational submittal may reasonably
23 considered to be trade secret, proprietary, confidential, or otherwise legally protected, UniSource
24 and Citizens shall only designate that part of such information submittal as Confidential Information
25 under this Agreement. Information that is publicly available from any other source, shall not be
26 claimed as Confidential Information under this Agreement.

27 **§3. Performance Under Agreement Does Not Result in Waiver or Disclosure.** Execution
28 of this Agreement by the parties and performance of their obligations hereunder shall not result in

1 waiver of any claim, issue or dispute concerning the trade secret, proprietary, confidential or legally
2 protected nature of the Confidential Information provided. Neither shall the limited provision of
3 Confidential Information by UniSource and Citizens pursuant to this Agreement, nor the limited
4 provision by Staff of Confidential Information pursuant to Section 6 of this Agreement constitute
5 public disclosure of it.

6 **§4. Access to Confidential Information.** Prior to reviewing any Confidential Information,
7 any Commission Staff members or independent contracting consultants shall first be required to read
8 a copy of this Protective Agreement, and to certify by their signatures on Exhibit A of this
9 Agreement, that they have reviewed the same and have consented to be bound by its terms. Exhibit
10 A of this Agreement shall contain the signatory's full name, business address and employer, and the
11 signatory's position with, or relationship to the Arizona Corporation Commission ("Commission").
12 Upon their execution, any and all Exhibits shall be promptly provided to the indicated joint counsel
13 for the Joint Applicants.

14 **§5. Use of Confidential Information.** All persons who are signatories to this Agreement
15 shall neither use nor disclose the Confidential Information for purposes of business or competition,
16 or for any purposes other than those necessary for the disposition of this docket, including
17 preparation for and the conduct of any administrative or legal proceeding. All persons entitled to
18 review or afforded access to Confidential Information shall keep it secure as trade secret,
19 confidential, or legally protected information in accordance with the purposes and intent of this
20 Agreement.

21 **§6. Non-Signatories Entitled to Review.** The information provided pursuant to this
22 Protective Agreement may be disclosed to other members of the Staff and to the Commission by any
23 Commission signatory to this Agreement only to the extent that disclosure is necessary to the
24 disposition of this docket. Such disclosure may be made only if the non-signatory is provided with a
25 copy of this Agreement and agrees to be bound by its terms.

26 **§7. Disclosure of Information to the Public.** The Confidential Information provided
27 pursuant to this Agreement shall not be disclosed, nor shall it be made a part of the public record in
28 this docket, or in any other administrative or legal proceeding unless: Staff provides the Joint

1 Applicants (5) business days written notice that information designated by UniSource and Citizens as
2 Confidential Information shall be subject to disclosure as a public record. Upon the expiration of
3 five (5) business days from the date written notice is received by the Joint Applicants, any
4 Confidential Information identified in the notice as subject to disclosure shall become part of the
5 public record in this docket, unless the Joint Applicants initiate a protective proceeding under the
6 terms of this Agreement.

7 **§8. Protective Proceedings to Prevent Disclosure to the Public.** In the event that
8 UniSource and Citizens seeks to prevent public disclosure of Confidential Information pursuant to
9 Paragraph 7 above, the Joint Applicants shall file within five (5) business days of receipt of Staff's
10 written notice, a motion presenting the specific grounds upon which it claims that the Confidential
11 Information should not be disclosed or should not be made a part of the public record. Staff shall
12 have an opportunity to respond to the motion. The Joint Applicants' motion may be ruled upon by
13 either the Commission or an assigned Commission Administrative Hearing Officer ("ALJ").
14 UniSource and Citizens may provide to the Commission or the ALJ, the Confidential Information
15 referenced in the motion without waiver that the information should remain confidential under the
16 terms of this Agreement. Any Confidential Information so provided shall be kept under seal for the
17 purpose of permitting inspection by the Commission or the ALJ prior to ruling on the motion.
18 Notwithstanding any determination by the AJL or the Commission that any Confidential Information
19 provided pursuant to this Agreement should be made a part of the public record or otherwise
20 disclosed, public disclosure shall not occur for a period of five (5) business days so that the Joint
21 Applicants may seek judicial relief from the ALJ or the Commission's decision. Upon expiration of
22 the five (5) day period, the Commission shall release the information to the public unless UniSource
23 and Citizens have received a stay or determination from a court of competent jurisdiction that the
24 records, data, information or study are proprietary and are not public records subject to disclosure
25 under A.R.S. § 39-101 et seq.

26 **§9. Judicial Proceedings Related to NonParty's Request for Disclosure.** Where the
27 Commission, Hearing Officer or Staff determine that disclosure is not appropriate, in any judicial
28 action against the Commission and/or Commissioners by the party seeking disclosure of the

1 information, unless specifically named, UniSource and Citizens as the real parties in interest, shall
2 join in the action as co-defendants. UniSource and Citizens also agrees to indemnify and hold the
3 Commission harmless from any assessment of expenses, attorneys fees or damages under A.R.S. §
4 39-121.02 or any other law, resulting from denial of access by the Commission to the information,
5 data, records or study subsequently found to be non-confidential.

6 In the event that the Commission becomes legally compelled (by deposition, interrogatory, request
7 for documents, subpoena, civil investigative demand or similar process) to disclose any of the
8 Confidential Information, the Commission shall provide the Joint Applicants with prompt written
9 notice of such requirement so that UniSource and Citizens may seek an appropriate remedy and/or
10 waive compliance. The Joint Applicants agree that upon receipt of such notice, UniSource and
11 Citizens will either undertake to oppose disclosure of the Confidential Information or waive
12 compliance with this Agreement. In the event that disclosure of the Confidential Information is
13 ordered, the Commission agrees to furnish only that portion of the Confidential Information that is
14 legally required.

15 **§10.No Preclusion of Evidentiary Objections.** In the event that disclosure of Confidential
16 Information occurs, the provision of such information by UniSource and Citizens pursuant to this
17 Agreement shall not limit the right of UniSource and Citizens to object to its relevance or
18 admissibility in proceedings before the Commission.

19 **§11.Return of Confidential Information.** Upon the final disposition of any administrative
20 or legal proceeding arising in or from this docket, within 90 days the Joint Applicants shall submit a
21 written request for the return of all Confidential Information, copies thereof, and notes made by
22 signatories to this Agreement. If such a request is not received within the stated 90 days, Staff shall
23 destroy all Confidential Information, copies thereof, and notes made by signatories to this
24 Agreement, or return to the Joint Applicants all Confidential Information, copies thereof, and notes
25 made by signatories to this Agreement, following written notice to the Joint Applicants of Staff's
26 intent to return.

27 **§12.No Admission of Privileged or Confidential Status.** By participating in this
28 Agreement, Staff and its contracting consultants are neither admitting nor agreeing with UniSource

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EXHIBIT "A"

I have read the foregoing Protective Agreement dated January 9th, 2003, in UniSource and Citizens Joint Application for approval of the sale of certain electric utility and gas utility assets in Arizona, the transfer of certain certificates of convenience and necessity from Citizens Communications Company to UniSource Energy Corporation, the approval of the financing for the transactions and other related matters, Docket No. E-01933A-02-0914, E-01032C-02-0914, G-01032A-02-0914 and agree to be bound by the terms and conditions of such Agreement.

Jason D. Gellman

Name

[Signature]

Signature

ARIZONA CORP COMM'N

Employer or Firm

1200 W. WASHINGTON, PHX AZ

Business Address

ATTORNEY

Position or relationship with the
Arizona Corporation Commission

JANUARY 8, 2003

Date

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Caroline Butler
Name

[Signature]
Signature

ACE
Employer or Firm

1200 W. Washington
Business Address

Paralegal
Position or relationship with the
Arizona Corporation Commission

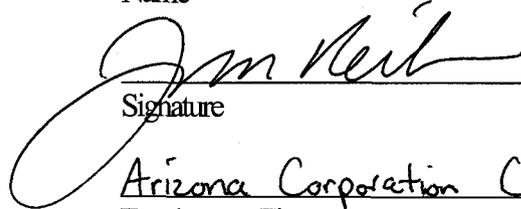
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Joel M. Reiker
Name


Signature

Arizona Corporation Commission
Employer or Firm

1200 W. Washington St. Phoenix, AZ 85007
Business Address

Staff Analyst
Position or relationship with the
Arizona Corporation Commission

January 8, 2003
Date

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Jerry D. Smith
Name

Jerry D. Smith
Signature

Arizona Corp Commission
Employer or Firm

1200 W. Washington
Business Address

Electrical Engineer
Position or relationship with the
Arizona Corporation Commission

January 9, 2003
Date

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Matthew Rowell
Name


Signature

ALL
Employer or Firm

1200 W. Washington
Business Address

Chief Telecom + Energy Section
Position or relationship with the
Arizona Corporation Commission

1/9/02
Date

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Darron W. Carlson

Name



Signature

Arizona Corporation Commission

Employer or Firm

1200 West Washington Street

Phoenix, Arizona 85007

Business Address

Public Utilities Analyst V

Position or relationship with the

Arizona Corporation Commission

January 09, 2003

Date

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Steve Olea
Name

Signature

Arizona Corporation Commission
Employer or Firm

1200 W Washington Phoenix, AZ 85007
Business Address

Assistant Director
Position or relationship with the
Arizona Corporation Commission

1/8/03
Date

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Barbara E. Keene
Name

Barbara E. Keene
Signature

Arizona Corporation Commission
Employer or Firm

1200 W. Washington St.
Business Address

Public Utilities Analyst
Position or relationship with the
Arizona Corporation Commission

1/8/03
Date

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Gordon L. Fox
Name

Gordon L. Fox
Signature

Arizona Corporation Commission
Employer or Firm

1200 W. Washington, Phoenix, AZ
Business Address

Public Utilities Manager
Position or relationship with the
Arizona Corporation Commission

January 8, 2003
Date

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Linda Jarvis
Name

Linda A. Jarvis
Signature

A.C.C.
Employer or Firm

1700 W Washington Phx Az
Business Address

Executive Council III
Position or relationship with the
Arizona Corporation Commission

1/8/03
Date

EXHIBIT "A"

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ERDUN ANDERSEN

Name

E.D.A.

Signature

A.C.C.

Employer or Firm

1200 W. WASHINGTON

Business Address

PUBLIC UTILITIES ANALYST

Position or relationship with the
Arizona Corporation Commission

1/8/03

Date

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Deborah L. Clark
Name

Deborah L. Clark
Signature

Utilitech, Inc.
Employer or Firm

740 NW Blue Parkway Suite 204
Lee's Summit, MO 64086
Business Address

Consultant to ACC Staff
Position or relationship with the
Arizona Corporation Commission

1-9-03
Date

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Michael L Brosch
Name

Michael Brosch
Signature

Utilitech, Inc.
Employer or Firm

740 NW Blue Pkwy 204
Business Address
Lees Summit MO 64086

Consultant to Staff
Position or relationship with the
Arizona Corporation Commission

January 8, 2003
Date

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James R. Dittmer
Name

James R. Dittmer
Signature

Utilitech Inc
Employer or Firm
740 NW Blue Pkwy, Ste 204
Lee's Summit, Mo 64086
Business Address

Consultant to ACCS/ff
Position or relationship with the
Arizona Corporation Commission

1-9-03
Date

COMPANY

By By

Thomas H. Campbell

Lisa A. Vandenberg (018532) Michael T. Hallam

Attorney, Legal Division Attorneys for Joint Applicants

Arizona Corporation Commission Lewis and Roca, LLP

1200 West Washington Street 40 North Central Avenue

Phoenix, Arizona 85007 Phoenix, Arizona 85004

EXHIBIT "A"

I have read the foregoing Protective Agreement dated 1/8/2003, in UniSource and Citizens Joint Application for approval of the sale of certain electric utility and gas utility assets in Arizona, the transfer of certain certificates of convenience and necessity from Citizens Communications Company to UniSource Energy Corporation, the approval of the financing for the transactions and other related matters, Docket No. E-01933A-02-0914, E-01032C-02-0914, G-01032A-02-0914 and agree to be bound by the terms and conditions of such Agreement.

Name ROBERT HIPPE

Signature *Robert Hippe*

Employer or Firm Pipeline Safety Section Arizona Corporation Commission

Business Address 126 N MARINA PRESCOTT AZ. 86301

Position or relationship with the UTILITIES CONSULTANT.

Arizona Corporation Commission

Date

<http://www.util.cc.state.az.us/servlet/webacc/mkusTpttonFq/GWAP/AREF/1?action=Att...> 1/8/2003

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John Thornton
Name

[Signature]
Signature

A.C.C.
Employer or Firm

1200 W. Wash St. Phoenix
Business Address

Chief, FPA Section
Position or relationship with the
Arizona Corporation Commission

1/10/03
Date

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RAY T. WILLIAMSON
Name

RAY T. WILLIAMSON
Signature

AZ Corporation Commission
Employer or Firm

1200 W. WASHINGTON
PHOENIX, AZ 85007
Business Address

Utilities ENGINEER
Position or relationship with the
Arizona Corporation Commission

January 9, 2003
Date

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DEL W. SMITH

Name

Del W. Smith

Signature

A.C.C.

Employer or Firm

1200 W. WASHINGTON PHX, AZ

Business Address

STAFF

Position or relationship with the
Arizona Corporation Commission

1-8-03

Date

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EXHIBIT "A"

I have read the foregoing Protective Agreement dated January 9th, 2003, in UniSource and Citizens Joint Application for approval of the sale of certain electric utility and gas utility assets in Arizona, the transfer of certain certificates of convenience and necessity from Citizens Communications Company to UniSource Energy Corporation, the approval of the financing for the transactions and other related matters, Docket No. E-01933A-02-0914, E-01032C-02-0914, G-01032A-02-0914 and agree to be bound by the terms and conditions of such Agreement.

Robert Gray
Name


Signature

ACC
Employer or Firm

1200 W. Washington
Business Address

Economist
Position or relationship with the
Arizona Corporation Commission

1-9-03
Date

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Ernest G. Johnson

Name


Signature

Arizona Corporation Commission

Employer or Firm

1200 W Washington Phoenix, AZ 85007

Business Address

Director

Position or relationship with the
Arizona Corporation Commission

1/8/03

Date

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Viola R. Kizis

Name

Viola R. Kizis
Signature

ACC

Employer or Firm

1200 West Washington,
Phoenix, AZ 85007-2996
Business Address

Staff

Position or relationship with the
Arizona Corporation Commission

January 8, 2003

Date

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Angela L. Bennett
Name

Angela L. Bennett
Signature

A.C.C./Legal
Employer or Firm

1200 W. Washington
Business Address

Legal Secretary
Position or relationship with the
Arizona Corporation Commission

January 8, 2003
Date

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Deborah A. Amaral
Name

Deborah A. Amaral
Signature

Arizona Corporation Commission
Employer or Firm

1200 W. Washington Street
Phoenix, AZ 85007
Business Address

Executive Legal Assistant
Position or relationship with the
Arizona Corporation Commission

1/8/03
Date

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Rodica Pasula

Name

Rodica Pasula

Signature

Arizona Corporation Commission

Employer or Firm

1200 West Washington Street

Business Address

Administrative Assistant I

Position or relationship with the
Arizona Corporation Commission

1-8-02

Date