

EXHIBIT A

POLE CONTACT AGREEMENT

BETWEEN

PACIFICORP

AND

AT&T Cable Services*

PACIFICORP, an Oregon Corporation, d.b.a. PACIFIC POWER and UTAH POWER, hereinafter called "Licensor," and AT&T Cable Services* (*dba all entities listed on Attachment D of this agreement), a corporation organized and existing under the laws of the State of (Attachment D), hereinafter called "Licensee" mutually agree that the terms and conditions of this agreement, hereinafter called "Agreement", shall govern Licensee's non-exclusive use of such poles owned by Licensor and located in the State of Utah as Licensor may, upon application, permit Licensee to use. Licensor and Licensee are sometimes referred to collectively as "Parties" and individually as "Party".

ARTICLE I

SCOPE OF AGREEMENT

1.1 This Agreement only applies to the use by Licensee of poles which support, or are designed to support, wires with a nominal voltage of 34,500 volts or less. Any requests by Licensee for the use of poles which support, or are designed to support, wires with nominal voltage ratings higher than 34,500 volts shall be considered individually and, if granted, shall be covered by a separate agreement.

1.2 Licensee's use of such poles shall be confined to supporting those cables, wires, and other appurtenances, all hereinafter called "Equipment", which Licensor may give Licensee written permission to install. Said Equipment shall be used solely for the purpose of telecommunications services. Licensee shall not sublet, assign or otherwise transfer, for any purpose, all or any part of its physical facilities and Equipment attached to Licensor's poles to any other person or persons without the prior written consent of Licensor.

ARTICLE II

ESTABLISHING JOINT USE OF POLES

2.1 Whenever Licensee desires to place Equipment upon any of Licensor's poles, Licensee shall make written application for permission to do so, in the form and in the number of copies as from time to time prescribed by Licensor. Said application shall be directed to the Licensor at the address specified in Section 9.1 and shall contain the following information; weight of cable and/or other Equipment, length in span(s), design tension, height of attachment, amount of space required, location of pole(s) and any other pertinent information that Licensor may from time to time

prescribe. If Licensors approves the application, it shall sign and return a copy of the application to Licensee at the address set forth in Section 9.1.

2.2 Licensee shall have the right, subject to the terms of this Agreement, to install, maintain, and use, for the purpose identified in Section 1.2, its Equipment described in the application upon the pole(s) identified therein, provided, however, that before commencing any such installation, Licensee shall submit to Licensors the written warranty and evidence required under Section 2.16 and shall notify Licensors of the time when it proposes to do the work sufficiently in advance thereof so that Licensors may arrange to have its representative present when such work is performed. Licensee agrees to reimburse Licensors for its reasonable costs associated with providing a representative to monitor said work. Licensee further agrees to provide a completed, signed copy of the application referenced in Section 2.1 within one business after making attachment.

2.3 Licensee shall not have the right to place, nor shall it place, any additional Equipment upon any pole used by it hereunder without first making application for and receiving permission to do so in accordance with Subsection 2.1. Licensee shall not use its Equipment for any purpose other than the purpose specified in Section 1.2, nor shall Licensee change the position of any Equipment attached to any pole without Licensors's prior written approval.

2.4 Licensee shall, at its own sole risk and expense, place and maintain the Equipment upon the poles in conformity with the requirements and specifications of the National Electrical Safety Code, current edition, and any supplements or revisions thereof, and also in conformity with such requirements and specifications as Licensors shall from time to time prescribe, including, but not by way of limitation, the construction specifications shown in Attachment C attached hereto. In the event of any conflict between any of the requirements and specifications of the National Electric Safety Code and the requirements and specifications prescribed by Licensors, the more restrictive requirements and specifications shall take precedence. In the event there are changes in such requirements or specifications, including, but not limited to, changes in required clearances, Licensee will be required to modify, at its sole risk and expense, its existing Equipment to comply with such changes.

2.5 If any part of Licensee's Equipment is not placed and maintained in accordance with the preceding paragraph, and Licensee has not corrected the violation within thirty (30) days from receipt of notice thereof from Licensors, Licensors may, at its option and at Licensee's sole risk and expense, correct said condition. Licensors will attempt to notify Licensee in writing prior to performing such work whenever practical. However, when such conditions pose an immediate threat to the safety of Licensors's employees or the public, interfere with the performance of Licensors's service obligations, or pose an immediate threat to the physical integrity of Licensors's facilities, Licensors may perform such work and/or take such action that it deems necessary without first giving written notice to Licensee and without subjecting itself to any liability. As soon as practicable thereafter, Licensors will advise Licensee in writing of the work performed or the action taken and will endeavor to arrange for reaccommodation of Licensee's facilities so affected. Licensee shall be responsible for paying Licensors, upon demand,

for all costs incurred by Licensor for all work, action, and reaccommodation performed by Licensor under this Section.

2.6 Licensee shall complete the installation of its Equipment upon the pole(s) covered by each approved individual application within ninety (90) days of such approval. In the event Licensee should fail to complete the installation of the Equipment within the prescribed time limit, the permission granted by Licensor to place the Equipment upon the pole(s) shall thereupon be revoked and Licensee shall not have the right to place the Equipment upon the pole(s) without first reapplying for and receiving written permission to do so, all as prescribed in Subsection 2.1.

2.7 If, in the sole judgement of Licensor, the accommodation of any of Licensee's Equipment necessitates the rearrangement or addition of any facilities on an existing pole or the replacement of any existing pole to provide adequate pole facilities, Licensor will indicate on the application the changes necessary to accommodate the Equipment and the estimated cost thereof and return it to Licensee; and if Licensee still desires to use the pole and returns the application marked to so indicate, Licensor will provide such new facilities as may be required, and Licensor and any other owners of the facilities shall arrange for and make such transfers, rearrangements, and replacements of existing facilities, and addition of new facilities, as may be required, and Licensee will reimburse, upon demand, Licensor for the entire expense thereby actually incurred. If Licensee elects not to use the pole(s) once the work has been performed, Licensee shall nevertheless reimburse, upon demand, Licensor for the cost of determining the changes necessary to accommodate the Equipment and the estimated cost thereof.

2.8 If, in Licensor's judgement, Licensee's existing Equipment on any pole interferes with or prevents the placing of any additional facilities required by Licensor, Licensor will notify Licensee of the rearrangements of facilities or pole replacement and transfers of facilities required in order to continue the accommodation of Licensee's Equipment, together with an estimate of the cost of making any such changes. If Licensee desires to continue to maintain its Equipment on the pole and so notifies Licensor, Licensor shall make such rearrangement, transfer or pole replacement, all at the sole risk and expense of Licensee, as may be required and any other owners of facilities on the pole shall make such rearrangements or transfers, and Licensee, upon demand, will reimburse, Licensor for the entire expense thereby actually incurred. If Licensee does not so notify Licensor, Licensee shall remove its Equipment from such pole within thirty (30) days from such notification by Licensor; provided, however, that Licensor in any emergency may require Licensee to remove its Equipment within the time required by the emergency. If Licensee has not removed its Equipment at the end of the thirty (30) day period, or in emergencies, within the period specified by Licensor, Licensor may remove, at Licensee's sole risk and expense, the Equipment and Licensee will pay, upon demand, Licensor for all costs thereby incurred by Licensor.

2.9 If in the conduct of its business in the territory covered by this agreement, Licensee should require Equipment in a location upon any public thoroughfare or other public or private property, and Licensor does not have pole facilities so located as to fulfill Licensee's requirements, Licensee may notify Licensor of its need for such pole facilities in order that Licensor may determine

whether it wishes to place pole facilities in such location. If Licensor is willing to erect pole facilities in such location adequate to satisfy the service requirements of both Parties, it shall so notify Licensee and thereupon Licensee shall make application under this Agreement for permission to place its Equipment thereon. Upon receipt of the application, Licensor shall proceed to erect the pole facilities. Licensor shall erect the pole facilities within a period of ninety (90) days, unless Licensee shall agree to a longer period and Licensee will pay, upon demand, Licensor for all costs thereby incurred by Licensor.

2.10 Any poles erected by Licensee shall not interfere or be in-line with Licensor's poles, and shall not create a structure conflict as defined in the National Electrical Safety Code, current edition, and any supplements thereto and revisions thereof.

2.11 Nothing in this agreement shall be construed to obligate Licensor to grant Licensee permission to use any particular pole(s).

2.12 Licensee must place and maintain guys and anchors of adequate size and strength to hold the loading of Licensee's Equipment upon Licensor's poles, at its sole risk and expense. Licensee's guys shall be insulated from ground.

2.13 In individual cases, when in the Licensor's sole judgement such procedure is desirable, Licensor may provide adequately sized anchor(s), to hold the loading of its facilities and Licensee's Equipment and Licensee shall, upon demand, pay Licensor all costs Licensor thereby incurs.

2.14 In those cases where guying facilities installed by Licensee are inadequate to hold the loading of Licensee's Equipment, Licensor will give notice to Licensee of such inadequacy. If Licensee fails to cure such inadequacy within thirty (30) days, Licensor may, at Licensee's sole risk and expense, install adequate guying facilities to hold the loading of Licensee's Equipment and Licensee will, upon demand, reimburse Licensor for the entire expense thereby incurred. Provided, however, Licensor may perform such work at Licensee's sole risk and expense, without notice, if in Licensor's judgement such work is necessary to maintain the safety of Licensor's facilities.

2.15 Licensor reserves to itself and to each other owner of facilities upon the poles the right to maintain the poles and to operate their facilities thereon in such manner as will best enable them to fulfill their own service requirements, and neither Licensor nor any such other owner shall be liable to Licensee for any interruption to Licensee's service or for any interference with the operation of Licensee's Equipment arising in any manner from the use of the poles and the facilities thereon by Licensor and each such other owners, or from the removal of Equipment from the poles by Licensor in accordance with the provisions of this Agreement. Licensor will, however, except in cases of emergency, make its best efforts to contact Licensee prior to making changes which will affect Licensee's Equipment attached to Licensor's poles.

2.16 Licensee will be solely responsible for obtaining from public authorities and private owners of real property and maintaining in effect any and all consents, permits, licenses or grants necessary for the lawful exercise of the permission granted by any application approved hereunder. Prior to or at the time of making application for permission to place the Equipment upon the pole(s), Licensee shall submit a written warranty to Licensor that: (1) identifies the consents, permits, licenses or grants necessary for the lawful exercise of the permission granted by any application approved hereunder; and (2) specifies that Licensee has obtained all such approvals. Licensor may, in addition, require Licensee to provide evidence that it has obtained all such necessary consents, permits, licenses and grants. Licensee agrees not to make any attachments to Licensor's pole(s) until said written warranty and evidence of compliance has been submitted to Licensor. The submission of the written warranty to Licensor and Licensor's request for, or failure to request, evidence of compliance shall in no manner relieve Licensee of its responsibility to obtain and maintain in effect all such necessary approvals. Upon notice from Licensor to Licensee that necessary permission for the use of any pole or poles has expired, or has not been secured from public authorities or property owners, the permit covering the use of such pole or poles shall immediately terminate and Licensee shall remove the Equipment from the affected pole or poles within thirty (30) days of said notice, or within the period required by the public authorities or property owners, which ever is shorter. If Licensee has not removed the Equipment within said period, Licensor may remove the Equipment from such pole(s) without incurring any liability and Licensee shall, upon demand, pay Licensor all costs incurred by Licensor for the removal of the Equipment.

2.17 Licensee shall at any time, at its own sole risk and expense, upon notice from Licensor, relocate, replace or repair the Equipment or transfer it to substituted poles, or perform any other work in connection with the Equipment that may be required by Licensor; provided, however, that in cases of emergency, Licensor may, without incurring any liability, relocate or replace the Equipment, transfer it to substituted poles or perform any other work in connection with the Equipment that may be required in the maintenance, replacement, removal or relocation of the poles, or the facilities thereon, or the facilities which may be placed thereon, or for the service needs of Licensor, and Licensee will, upon demand, reimburse Licensor for the entire expense thereby incurred.

2.18 Licensee may at any time remove its Equipment from any of the poles, and, in each case, Licensee shall immediately give Licensor written notice of such removal in the form and in the number of copies as may be from time to time prescribed by Licensor. Removal of the Equipment from any pole shall constitute a termination of Licensee's right to use such pole. Licensee will not be entitled to a refund of any rental on account of any such removal.

2.19 No use, however extended, of any of the poles under this Agreement shall create or vest in Licensee any ownership or property rights therein. The right to occupy any particular pole or poles may be terminated at any time by Licensor upon thirty (30) days written notice to Licensee; and Licensee shall remove its Equipment from the pole or poles within such thirty (30) day period. Nothing herein contained shall be construed to compel Licensor to maintain any particular pole or poles for a period longer than demanded by its own service requirements.

2.20 Licensee shall exercise special precautions to avoid causing damage to the facilities of Licensor and other parties' facilities supported on the poles; and Licensee shall assume responsibility for any and all loss from such damage and shall reimburse the owner of the damaged facilities for the entire expense incurred in making repairs.

2.21 Licensor shall have the right to inspect each new installation of Licensee's Equipment upon and in the vicinity of such poles and to make periodic inspections of Licensee's Equipment as it deems necessary. Licensor reserves the right to charge Licensee for the expense of any field inspections, including inspections for make-ready work, inspections during installation of Licensee's equipment, and any further periodic inspections deemed necessary by Licensor. Such inspections, whether made or not, shall in no manner relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement. The frequency of periodic inspections is dependent on the performance of the Licensee in conforming with the terms of this agreement.

2.22 Licensee shall promptly pay any tax, fee, or charge that may be levied or assessed against Licensor's poles or property solely because of their use by Licensee. If Licensee should fail to pay any such tax or assessment on or before such tax or assessment becomes delinquent, Licensor, at its own option, may pay such tax on account of Licensee and Licensee shall, upon demand, reimburse Licensor for the full amount of tax so paid.

ARTICLE III RENTALS

3.1 For authorized attachments made to poles covered under this Agreement, Licensee shall pay to Licensor, in advance, on a semi-annual basis, a rental amount computed by Licensor in accordance with Attachment A, which is attached hereto and incorporated herein. The semi-annual rental amount for the period from April 1 through September 30 shall be based on a tabulation of Licensee's authorized attachments on Licensor's poles as of the preceding March 31. The semi-annual rental amount for the period from October 1 through March 31 shall be based on a tabulation of Licensee's authorized attachments on Licensor's poles as of the preceding September 30. Licensee shall pay rental charges within thirty (30) days of invoice by Licensor. Licensee may, at its cost, deliver to Licensor an accounting of the number of pole attachments covered by this Agreement. Such accounting shall be subject to verification by Licensor.

3.2 Should Licensee attach Equipment to Licensor's poles without obtaining prior authorization from Licensor in accordance with the terms of this Agreement, or should Licensee fail to remove its Equipment from Licensor's poles when requested to do so in accordance with the terms of this Agreement, Licensor may, as an additional remedy and without waiving its right to remove such unauthorized Equipment from its poles, assess Licensee an unauthorized attachment charge in the amount of \$60.00 per pole per year until said unauthorized Equipment has been removed from Licensor's poles or until such time that Licensee obtains proper authorization for attachment. Said unauthorized attachment charge shall be payable to Licensor within thirty (30) days after receipt of the

invoice for said charge and is in addition to back-rent determined by the Licensor for the period of the attachment.

3.3 The rental amounts specified in Sections 3.1 and 3.2 and Attachment A of this Agreement are subject to review and prospective adjustment by Licensor upon ninety (90) days written notice to Licensee.

ARTICLE IV SAFETY

4.1 Licensee shall mail to Licensor, at the address specified in Paragraph 9.1 of this Agreement, a list of the names of all Licensee's contractors who will have occasion to perform work on or about the poles. Licensee shall mail to Licensor, at the same address, a supplemental list whenever changes in such contractors are made.

4.2 Licensee shall cause each such contractor to observe and to comply strictly with all general safety and security rules which Licensor reasonably finds necessary or advisable.

4.3 Licensee shall not assign any work on or about the poles to any such contractor who in the judgement of the Licensor or other competent authority is a bad safety or security risk.

ARTICLE V INDEMNIFICATION

5.1 Except for liability caused by the sole negligence or intentional misconduct of Licensor, Licensee shall indemnify, protect and hold harmless Licensor, its successors and assigns, from and against any and all claims, demands, causes of action, costs (including attorney's fees) or other liabilities for damages to property and injury or death to persons which may arise out of, or be connected with: (i) the erection, maintenance, presence, use or removal of Licensee's Equipment, or of structures, guys and anchors, used, installed or placed for the support of Licensee's Equipment; or (ii) any act of Licensee on or in the vicinity of Licensor's poles. Except for liability caused by the sole negligence or intentional misconduct of Licensor, Licensee shall also indemnify, protect and hold harmless Licensor, its successors and assigns from and against any and all claims, demands, causes of action, costs (including attorney's fees), or other liabilities arising from any interruption, discontinuance, or interference with Licensee's service to its customers which may be caused, or which may be claimed to have been caused, by any action of Licensor pursuant to or consistent with this Agreement. In addition, Licensee shall, upon demand, and at its own sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought or instituted by third persons against Licensor, or its successors or assigns, on any claim, demand, or cause of action arising from any interruption, discontinuance, or interference with Licensor's service which may be caused, or which may be claimed to have been caused, by any action of Licensee; shall pay and satisfy any judgement or decree which may be rendered against Licensor, or its successors or assigns, in any such suit, action, or other legal proceeding; and further, Licensee shall reimburse Licensor for

any and all legal expenses, including attorney's fees, incurred in connection therewith, including appeals thereof.

ARTICLE VI INSURANCE AND BOND

6.1 Licensee shall comply with all applicable Worker's Compensation and Employer's Liability Acts and shall furnish proof thereof satisfactory to Licensors prior to placing Equipment on Licensors' poles.

6.2 Without limiting any liabilities or any other obligations of Licensee, Licensee shall, at its sole expense and prior to placing Equipment on Licensors' poles, secure and continuously carry with insurers acceptable to Licensors the following insurance coverage:

Commercial General Liability insurance with a minimum single limit of \$1,000,000 to protect against and from all loss by reason of injury to persons, including Licensee's employees, PacifiCorp's employees and all other third persons, or damage to property, including PacifiCorp's property, Licensee's property and the property of all other third parties, based upon or arising out of Licensee's operations hereunder, including the operations of its contractors of any tier.

Business Automobile Liability insurance with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to Licensee's vehicles whether owned, hired or non-owned, assigned to or used in Licensee's operations hereunder.

The policies required herein shall include i) provisions or endorsements naming Licensors, its directors, officers and employees as additional insured, and ii) a cross-liability and severability of interest clause.

The policies required herein shall include provisions that such insurance is primary insurance with respect to the interests of Licensors and that any other insurance maintained by Licensors is excess and not contributory insurance with the insurance required under this Section and provisions that such policies shall not be cancelled or their limits of liability reduced without thirty (30) days prior written notice to Licensors. A certificate in a form satisfactory to Licensors certifying to the issuance of such insurance, shall be furnished to Licensors. Commercial general liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate. If requested by Licensors, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to Licensors.

Licensors shall be notified by Licensee of any commercial general liability policies maintained hereunder and written on a "claims-made" form. Such insurance policies written on a "claims-made" basis shall be maintained by Licensee for a minimum period of five (5) years after the completion of

this Agreement and Licenser may, at its discretion, require Licensee, at Licensee's sole expense, to institute other measures to guarantee future coverage for claims as contemplated by this Agreement.

6.3 Licenser may require Licensee to furnish a bond to cover the faithful performance by Licensee of its obligations hereunder. Any such bond shall be issued by a commercial bonding company selected by Licensee and satisfactory to Licenser; shall not be subject to termination or cancellation except upon one hundred twenty (120) days' prior notice to Licenser; shall be in such form and in such amount as Licenser shall specify from time to time; and, subject to termination or cancellation as aforesaid, shall be maintained in full force and effect throughout the term of this Agreement, including any renewals thereof. Such bond shall be furnished within ninety (90) days of written notice to Licensee. The guarantee shall include, but shall not be limited to, the payment of any sums that may become due to Licenser for rental fees, legal costs and fees, or work performed by Licenser for the benefit of Licensee under the Agreement, including strengthening, anchoring, relocating, replacing or renewing Licensee's Equipment or removing, storing, selling or disposing of the Equipment on termination of this Agreement for any reason.

At any time during the term of this Agreement, Licensee shall, upon Licenser's request, furnish Licenser with a certificate evidencing that the bond is in full force and effect. In the event of cancellation, termination or alteration of the Bond Licenser may, at its option, terminate this Agreement unless Licensee makes other arrangements satisfactory to Licenser to guarantee the performance of its obligations under this Agreement.

The furnishing of a bond shall not relieve Licensee of any of its obligations under this Agreement, and the bond shall not be released until all obligations under this Agreement have been discharged.

ARTICLE VII DEFAULT

7.1 If Licensee should default in any of its obligations under this Agreement and such default shall continue for thirty (30) days after written notice thereof, Licenser may, by written notice to Licensee, forthwith terminate any or all permits granted by it hereunder, and Licensee shall remove its Equipment from the poles to which said termination applies within thirty (30) days from such notification. If Licensee fails to remove its Equipment from such poles within said thirty (30) day period, Licenser may, at Licensee's sole risk and expense, remove Licensee's Equipment from Licenser's poles and Licensee shall, upon demand, pay Licenser all costs incurred by Licenser for the removal of the Equipment. Licenser may also, as an additional remedy and without waiving its rights to remove Licensee's Equipment from its poles, assess Licensee an unauthorized attachment charge, as provided in Section 3.2 hereof, for each pole to which said termination applies.

7.2 If Licensee should fail to remove its Equipment from any pole within the time allowed for such removal as required by any provision in this Agreement, Licenser may elect to do such work, and Licensee, on demand, will reimburse Licenser for the entire expense thereby incurred.

Licensee releases Licensor from any liability for damage to Licensee's Equipment, or for any interruption, discontinuance or interference with Licensee's service to its customers, caused by or resulting from such removal, including damages caused by Licensor's ordinary negligence.

ARTICLE VIII GENERAL CONTRACT TERMS

8.1 If either party should bring any suit, action, or other legal proceeding against the other party on account of any matter arising from this Agreement, the prevailing party shall be entitled to recover, in addition to any judgement or decree for costs, such reasonable attorney's fees as it may have incurred in such suit, action, or other legal proceeding, including appeals thereof.

8.2 The failure of Licensor to enforce any provision of this Agreement in any instance shall not constitute a general waiver or relinquishment on its part of any such provision but the same shall be and remain in full force and effect.

8.3 All amounts payable by Licensee to Licensor or others under the provisions of this Agreement shall, unless otherwise specified, be payable within thirty (30) days after presentation of bills. Nonpayment of any such amount when due shall constitute a default under this Agreement. An interest charge at the rate of one and one-half percent (1.5%) per month shall be assessed against all late payments.

8.4 Nothing herein contained shall be construed as affecting any rights or privileges previously conferred by Licensor, by contract or otherwise, to others not parties to this Agreement to use any poles covered by this Agreement and Licensor shall have the right to continue, modify, amend, or extend such rights or privileges. The privileges herein granted to Licensee shall, at all times, be subject to all existing contracts and arrangements. Further, nothing herein contained shall be construed as conferring or granting to Licensee the exclusive privilege or right to use any of the poles or other facilities of the Licensor.

8.5 Licensee shall not assign, transfer or sublet any privilege granted to it hereunder without the prior written consent of Licensor, which consent shall not be unreasonably withheld, but otherwise this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

8.6 In the event that legal action is required to enforce this Agreement or any remedy pursuant thereto, it is understood that this Agreement shall be interpreted according to the local laws of the State of Oregon. Any action at law or judicial proceeding instituted regarding this Agreement shall be instituted only in the state or federal courts located in Multnomah County, Oregon.

8.7 Any termination of this Agreement shall not release Licensee from any liability or obligations hereunder, whether of indemnity or otherwise, which may have accrued or may be accruing at the time of termination.

8.8 This Agreement shall supersede all prior negotiations, agreements and representations, whether oral or written, between the Parties relating to the attachment and maintenance of Licensee's facilities on PacifiCorp's poles within the locality covered by this Agreement. Any facilities of Licensee attached to PacifiCorp's poles within the locality covered by this Agreement shall be subject to the terms and conditions and rental rates of this Agreement. This Agreement, including any exhibits attached referenced herein, constitutes the entire agreement between the parties, and may not be amended or altered except by an amendment in writing executed by the parties.

ARTICLE IX NOTICE

9.1 Except as otherwise provided herein, any notice required, permitted or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as a Party may designate for itself from time to time by notice hereunder, and shall be transmitted by United States mail, by regularly scheduled overnight delivery, or by personal delivery:

To Licensor: PacifiCorp
Joint Use of Facilities
825 NE Multnomah Street
Portland, Oregon 97232

To Licensee: AT&T Cable Services
See Attachment E

ARTICLE X
CONTRACT TERM

10.1 Unless sooner terminated as herein provided, this Agreement shall remain in full force and effect unless and until it is terminated by either Party upon three hundred sixty-five (365) days' notice to the other Party. Licensee shall remove its Equipment from the poles within said three hundred sixty-five day notice period. On the date of termination specified in the notice, all rights and privileges of Licensee hereunder shall cease.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 20th day of December, 1999.

PACIFICORP, doing business as
PACIFIC POWER AND UTAH POWER

BY: Jerry D. Rust

TITLE: AVP

AT&T CABLE SERVICES*

BY: See Attachment F1 + F2

TITLE: _____

STATE OF UTAH
1998
ANNUAL DISTRIBUTION POLE ATTACHMENT RENTAL RATE
PACIFICORP, d.b.a. PACIFIC POWER & UTAH POWER

The Public Service Commission of Utah Electric Service Schedule No. 4 states that the annual pole attachment rental rate for "...companies distributing closed circuit television programming whose operation requires that cables, wires, and other appurtenances be placed on Company utility poles..." shall be \$4.65 per pole. This rate was effective as of March 10, 1992.

ATTACHMENT B

PacifiCorp's Local Operations Center
Contact For Pole Attachment
Application and Construction Approval

Date Sent: _____

JOINT POLE NOTICE

Page _____ of _____

2nd Notice Date: _____

Notice# _____

To: _____

From: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

RC# _____ WO# _____ UTILITY CODE _____ FOREIGN APP# _____

PACIFICORP POLE# _____

Foreign # _____

Address _____

Map _____

Trans Loc#/Tap# _____

Structure# _____

Pole YR&Ht:Old/New _____

Remaining Life \$ _____

Salvage Value \$ _____

PACIFICORP POLE# _____

Foreign # _____

Address _____

Map _____

Trans Loc#/Tap# _____

Structure# _____

Pole YR&Ht:Old/New _____

Remaining Life \$ _____

Salvage Value \$ _____

PACIFICORP WILL

Attach ☐ _____
Remove Attachment ☐ _____
Transfer ☐ \$ _____
Install Pole ☐ \$ _____
Replace Pole ☐ \$ _____
Remove Pole ☐ \$ _____
Remove & Haul ☐ \$ _____
Top ☐ \$ _____
Purchase ☐ \$ _____
Sell ☐ \$ _____
Correct Cond. ☐ _____
Other ☐ \$ _____

PACIFICORP WILL

Attach ☐ _____
Remove Attachment ☐ _____
Transfer ☐ \$ _____
Install Pole ☐ \$ _____
Replace Pole ☐ \$ _____
Remove Pole ☐ \$ _____
Remove & Haul ☐ \$ _____
Top ☐ \$ _____
Purchase ☐ \$ _____
Sell ☐ \$ _____
Correct Cond. ☐ _____
Other ☐ \$ _____

FOREIGN UTILITY WILL

Attach ☐ _____
Remove Attachment ☐ _____
Transfer ☐ \$ _____
Install Pole ☐ \$ _____
Replace Pole ☐ \$ _____
Remove Pole ☐ \$ _____
Remove & Haul ☐ \$ _____
Top ☐ \$ _____
Purchase ☐ \$ _____
Sell ☐ \$ _____
Correct Cond. ☐ _____
Other ☐ \$ _____

FOREIGN UTILITY WILL

Attach ☐ _____
Remove Attachment ☐ _____
Transfer ☐ \$ _____
Install Pole ☐ \$ _____
Replace Pole ☐ \$ _____
Remove Pole ☐ \$ _____
Remove & Haul ☐ \$ _____
Top ☐ \$ _____
Purchase ☐ \$ _____
Sell ☐ \$ _____
Correct Cond. ☐ _____
Other ☐ \$ _____

Comments: _____

Foreign Utility Billed Amt \$ _____

Foreign Util. NET TO PAY \$ _____

PacificCorp Billed Amt \$ _____

PacificCorp NET TO PAY \$ _____

Authorized By _____ Date _____

Authorized By _____ Date _____

Work Completed By _____ Date _____

Work Completed By _____ Date _____

ATTACHMENT C

PacifiCorp's Distribution Construction Standards

| Legal Entity Legal Name | State of Organization & Entity Type | Fcc Community Name | Fmchs Auth Name | Office City |
|-------------------------------|-------------------------------------|--------------------|--------------------------------|----------------|
| DAVIS COUNTY CABLEVISION INC. | a Utah Corporation | NORTH OGDEN | CITY OF NORTH OGDEN | RIVERDALE |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | CACHE | CACHE COUNTY | LOGAN |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | CLARKSTON | CITY OF CLARKSTON | LOGAN |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | HYDE PARK | TOWN OF HYDE PARK | LOGAN |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | HYRUM | CITY OF HYRUM | LOGAN |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | LOGAN | CITY OF LOGAN | LOGAN |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | MENDON | CITY OF MENDON | LOGAN |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | MILLVILLE | TOWN OF MILLVILLE | LOGAN |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | NEWTON | CITY OF NEWTON | LOGAN |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | NIBLEY | TOWN OF NIBLEY | LOGAN |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | NORTH LOGAN | CITY OF NORTH LOGAN | LOGAN |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | PARADISE | CITY OF PARADISE | LOGAN |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | PROVIDENCE | CITY OF PROVIDENCE | LOGAN |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | RIVER HEIGHTS | CITY OF RIVER HEIGHTS | LOGAN |
| INTERMEDIA PARTNERS SOUTHEAST | a California General Partnership | WELLSVILLE | TOWN OF WELLSVILLE | LOGAN |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | BLUFFDALE CITY | CITY OF BLUFFDALE CITY | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | CACHE | CACHE COUNTY | POCATELLO |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | COALVILLE | CITY OF COALVILLE | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | CORNISH | TOWN OF CORNISH | POCATELLO |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | DRAPER | TOWN OF DRAPER | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | ELK RIDGE | CITY OF ELK RIDGE | PROVO |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | GARDEN CITY | TOWN OF GARDEN CITY | POCATELLO |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | GRANTSVILLE | CITY OF GRANTSVILLE | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | HARRISVILLE | CITY OF HARRISVILLE | RIVERDALE |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | HEBER CITY | CITY OF HEBER CITY | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | LEWISTON | CITY OF LEWISTON | POCATELLO |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | MIDVALE | CITY OF MIDVALE | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | MIDWAY | TOWN OF MIDWAY | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | MORGAN | MORGAN COUNTY | RIVERDALE |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | MORGAN CITY | CITY OF MORGAN CITY | RIVERDALE |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | MURRAY | CITY OF MURRAY | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | NEPHI | CITY OF NEPHI | PROVO |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | OGDEN | CITY OF OGDEN | RIVERDALE |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | PARK CITY | CITY OF PARK CITY | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | PAYSON | CITY OF PAYSON | PROVO |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | PROVO | CITY OF PROVO | PROVO |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | RICHMOND | CITY OF RICHMOND | POCATELLO |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | RIVERDALE | CITY OF RIVERDALE | RIVERDALE |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | RIVERTON | TOWN OF RIVERTON | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | ROY | CITY OF ROY | RIVERDALE |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | SALEM | CITY OF SALEM | RIVERDALE |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | SALT LAKE (C) | SALT LAKE COUNTY | PROVO |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | SALT LAKE CITY | CITY OF SALT LAKE CITY (REBUIL | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | SANDY (N) | CITY OF SANDY | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | SMITHFIELD | CITY OF SMITHFIELD | POCATELLO |

| Legal Entity Legal Name | State of Organization & Entity Type | Fcc Community Name | Fmchs Auth Name | Office City |
|-------------------------------|-------------------------------------|----------------------|--------------------------------|----------------|
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | SOUTH JORDAN | TOWN OF SOUTH JORDAN | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | SOUTH OGDEN | CITY OF SOUTH OGDEN | RIVERDALE |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | SOUTH SALT LAKE CITY | CITY OF SOUTH SALT LAKE (REBU) | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | SOUTH WEBER | TOWN OF SOUTH WEBER | RIVERDALE |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | SPANISH FORK CITY | CITY OF SPANISH FORK CITY | PROVO |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | STANBURY PARK | TOOELE COUNTY | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | SUMMIT | SUMMIT COUNTY | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | TAYLORSVILLE (C) | CITY OF TAYLORSVILLE | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | TOOELE | CITY OF TOOELE | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | TOOELE ARMY DEPOT | U.S. ARMY | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | TOOELE COUNTY (W) | TOOELE COUNTY | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | UNTAAH CITY | CITY OF UNTAAH | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | UTAAH | UTAAH COUNTY | RIVERDALE |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | WASATCH | WASATCH COUNTY | PROVO |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | WASHINGTON TERRACE | CITY OF WASHINGTON TERRACE | SALT LAKE CITY |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | WEBER | WEBER COUNTY | RIVERDALE |
| TCI CABLEVISION OF UTAH, INC. | a Utah Corporation | WEST VALLEY CITY | CITY OF WEST VALLEY | RIVERDALE |
| TCI OF INDIANA, INC. | a Indiana Corporation | BEAR RIVER | CITY OF BEAR RIVER | SALT LAKE CITY |
| TCI OF INDIANA, INC. | a Indiana Corporation | BOX ELDER (N) | BOX ELDER COUNTY | POCATELLO |
| TCI OF INDIANA, INC. | a Indiana Corporation | BRIGHAM CITY | CITY OF BRIGHAM CITY | POCATELLO |
| TCI OF INDIANA, INC. | a Indiana Corporation | CEDAR CITY (1) | CITY OF CEDAR CITY | RIVERDALE |
| TCI OF INDIANA, INC. | a Indiana Corporation | CORINNE | CITY OF CORINNE | PRICE |
| TCI OF INDIANA, INC. | a Indiana Corporation | DELTA (1) | CITY OF DELTA | POCATELLO |
| TCI OF INDIANA, INC. | a Indiana Corporation | DEWEYVILLE | CITY OF DEWEYVILLE | PRICE |
| TCI OF INDIANA, INC. | a Indiana Corporation | FIELDING | TOWN OF FIELDING | POCATELLO |
| TCI OF INDIANA, INC. | a Indiana Corporation | GARLAND | CITY OF GARLAND | POCATELLO |
| TCI OF INDIANA, INC. | a Indiana Corporation | HONEYVILLE | CITY OF HONEYVILLE | POCATELLO |
| TCI OF INDIANA, INC. | a Indiana Corporation | NAPLES(1) | CITY OF NAPLES | PRICE |
| TCI OF INDIANA, INC. | a Indiana Corporation | PERRY | TOWN OF PERRY | RIVERDALE |
| TCI OF INDIANA, INC. | a Indiana Corporation | PLYMOUTH | TOWN OF PLYMOUTH | RIVERDALE |
| TCI OF INDIANA, INC. | a Indiana Corporation | TREMONTON | CITY OF TREMONTON | POCATELLO |
| TCI OF INDIANA, INC. | a Indiana Corporation | UNTAAH (NE) (1) | UNTAAH COUNTY | PRICE |
| TCI OF INDIANA, INC. | a Indiana Corporation | VERNAL (1) | CITY OF VERNAL | PRICE |
| TCI OF INDIANA, INC. | a Indiana Corporation | CEDAR HILLS | TOWN OF CEDAR HILLS | PROVO |
| TCI OF PENNSYLVANIA, INC. | a Pennsylvania Corporation | LINDON | CITY OF LINDON | PROVO |
| TCI OF PENNSYLVANIA, INC. | a Pennsylvania Corporation | PLEASANT GROVE | CITY OF PLEASANT GROVE | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | ALPINE | CITY OF ALPINE | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | AMERICAN FORK | CITY OF AMERICAN FORK | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | BOX ELDER (S) | BOX ELDER COUNTY | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | CLEARFIELD | CITY OF CLEARFIELD | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | CLINTON | CITY OF CLINTON | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | DAVIS (NE) | DAVIS COUNTY | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | FARR WEST | CITY OF FARR WEST | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | FRUIT HEIGHTS | CITY OF FRUIT HEIGHTS | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | HIGHLAND | CITY OF HIGHLAND | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | LAYTON (CLEARFIELD) | CITY OF LAYTON | RIVERDALE |


| Legal Entity Legal Name | State of Organization & Entity Type | Fcc Community Name | Fmcls Auth Name | Office City |
|-------------------------|-------------------------------------|----------------------|------------------------------|-------------|
| UACC MIDWEST, INC. | a Delaware Corporation | LEHI | CITY OF LEHI | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | LONDON | CITY OF LONDON | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | MAPLETON | CITY OF MAPLETON | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | MARRIOTT-SLATERVILLE | CITY OF MARRIOTT-SLATERVILLE | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | MIDVALE | CITY OF MIDVALE | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | OREM | CITY OF OREM | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | PLAIN CITY | TOWN OF PLAIN CITY | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | PLEASANT GROVE | CITY OF PLEASANT GROVE | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | PLEASANT VIEW | TOWN OF PLEASANT VIEW | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | SALT LAKE (SW) | SALT LAKE COUNTY | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | SANDY | CITY OF SANDY | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | SPRINGVILLE | CITY OF SPRINGVILLE | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | SYRACUSE | CITY OF SYRACUSE | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | UTAH (S) | UTAH COUNTY | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | WEBER (W) | WEBER COUNTY | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | WEST HAVEN | CITY OF WEST HAVEN | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | WEST JORDAN | TOWN OF WEST JORDAN | PROVO |
| UACC MIDWEST, INC. | a Delaware Corporation | WEST POINT | CITY OF WEST POINT | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | WILLARD | CITY OF WILLARD | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | BOUNTIFUL | CITY OF BOUNTIFUL | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | CENTERVILLE | CITY OF CENTERVILLE | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | CLEARFIELD CITY | CITY OF CLEARFIELD CITY | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | CLINTON | CITY OF CLINTON | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | DAVIS | DAVIS COUNTY | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | FARMINGTON | CITY OF FARMINGTON | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | HILL AFB | U S AIR FORCE | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | KAYSVILLE | CITY OF KAYSVILLE | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | LAYTON | CITY OF LAYTON | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | NORTH SALT LAKE | CITY OF NORTH SALT LAKE | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | SUNSET CITY | CITY OF SUNSET CITY | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | WEST BOUNTIFUL | CITY OF WEST BOUNTIFUL | RIVERDALE |
| UACC MIDWEST, INC. | a Delaware Corporation | WOODS CROSS | CITY OF WOODS CROSS | RIVERDALE |

Attachment E

| Office | Address | City | State | Zip | Phone # |
|--------------------------------|------------------------------------|----------------|------------------------------------|-------|----------------|
| Logan | 1350 North 200 West | Logan | UT | 84341 | (435) 752-9427 |
| Pocatello | P.O. Box 1827 1480 Lincoln Road | Pocatello | ID | 83201 | (208) 529-1013 |
| Price | 214 East 100 North | Price | UT | 84501 | (435) 637-6813 |
| Provo | 1515 North Riverside Ave. | Provo | UT | 84604 | (435) 377-8605 |
| Riverdale | 5152 South 1500 West | Riverdale | UT | 84405 | (801) 444-4825 |
| Salt Lake City | 1350 East Miller Ave. | Salt Lake City | UT | 84106 | (801) 401-2550 |
| With Copies To: | | | | | |
| AT&T BIS - Central Division | | | AT&T Broadband & Internet Services | | |
| Attn.: Division Counsel | | | Attn.: Legal Department | | |
| 4700 S. Syracuse St. Ste. 1100 | | | P.O. Box 5630 | | |
| Denver, CO 80237 | | | Denver, CO 80217-5630 | | |

Attachment F-1
Signature Page

Davis County Cablevision, Inc.



Scott E. Hiigel

Name

President

Title

Wasatch Community T.V., Incorporated



Scott E. Hiigel

Name

President

Title

TCI Cablevision of Utah, Inc.



Scott E. Hiigel

Name

President

Title

TCI of Indiana, Inc.



Scott E. Hiigel

Name

President

Title

TCI of Pennsylvania, Inc.



Scott E. Hiigel

Name

Senior Vice President

Title

UACC Midwest, Inc.



Scott E. Hiigel

Name

Senior Vice President

Title

Attachment F-2
Signature Page, Continued

Intermedia Partners Southeast
By: TCI Spartanburg IP-IV, L.L.C.
It's Managing General Partner

A handwritten signature in black ink, appearing to read "S. Hiigel", is written over a horizontal line.

Scott E. Hiigel
Name

Authorized Agent
Title