

**FRANCHISE AGREEMENT BETWEEN THE TOWN OF HIDEOUT AND UTAH
TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY, REGARDING
CONSTRUCTION ACCESS FOR TELECOMMUNICATIONS INFRASTRUCTURE**

This *Franchise Agreement Between the Town of Hideout and Utah Telecommunication Open Infrastructure Agency, Regarding Construction Access for Telecommunications Infrastructure* (“**Agreement**”) is made this _____ day of _____, 2019, by and between the Town of Hideout, a municipal subdivision of the State of Utah (“**Hideout**”) and Utah Telecommunication Open Infrastructure Agency, an interlocal entity and political subdivision of the State of Utah (“**UTOPIA**” or “**Franchisee**”) and for the purpose of granting to UTOPIA the non-exclusive right to install, operate and maintain a communications system in, on, over, upon, along, and across the public rights of way of the Town of Hideout, and for the purpose of identifying and prescribing certain rights, duties, terms, and conditions with respect thereto.

WHEREAS, UTOPIA, has requested that the Town grant it the right to install, operate, and maintain a communications system within the public ways of the Town; and

WHEREAS, the Town Council has found it desirable for the welfare of the Town and its residents that such a non-exclusive franchise be granted to the Franchisee; and

WHEREAS, the Town Council has the authority under Article 1, Section 23 of the Constitution of the State of Utah and consistent with Article 11, Section 9 of the Constitution of the State of Utah, and the statutes of the United States and the State of Utah to grant franchises for the use of its streets and other public properties; and

WHEREAS, the Town is willing to grant the rights requested subject to certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and UTOPIA do hereby covenant and agree as follows:

Section 1. Definitions. For the purposes of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. “Affiliate” means the entity which owns or controls, is owned or controlled by, or is under common ownership with the Franchisee.

B. “Communication(s) Service” shall mean any communications services, communications capacity, or dark fiber, which Franchisee is authorized to provide using Franchisee’s Communication System, either directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in Communication Service, including but not limited to, the transmission of voice, data, or other electronic information, facsimile reproduction, burglar alarm monitoring, meter reading, and home shopping, or other subsequently developed technology that carries an electronic signal over fiber optic cable or copper cable. Communication Service shall also include non-switched, dedicated, and private line, high capacity fiber optic transmission services to firms, businesses, or institutions within the Town.

C. “Communication System” or “Communication Facilities” shall mean the Franchisee’s fiber optic and/or copper cable system constructed and operated within the Town’s public ways and shall include all cables, wires, fibers, conduits, ducts, pedestals, and any associated converter, equipment, or other facilities within the Town’s public ways designed and constructed for the purpose of providing Communication Service.

D. “FCC” means the Federal Communications Commission, or any successor governmental entity hereto.

E. “Franchise” shall mean the initial authorization, or renewal thereof granted by the Town, through this Agreement, which authorizes construction and operation of the Franchisee’s Communication System for the purpose of offering Communications Service.

F. “Franchisee” means Utah Telecommunication Open Infrastructure Agency, an interlocal entity and political subdivision of the State of Utah, or the lawful successor, transferee, assignee, or affiliate thereof.

G. “Person” means an individual, partnership association, joint stock company, trust, corporation, or governmental entity.

H. “Public Way” shall mean the surface of and any space above or below any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, parkway, lane, drive, circle, or any other public right of way including, but not limited to, public utility easements, utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon, now or hereafter held by the Town in the Service Area which shall entitle the Town and the Franchisee the use thereof for the purpose of installing, operating, repairing, and maintaining the Communications System. Public way shall also mean any easement now or hereafter held by the Town within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights of way which within their proper use and meaning, entitle

the Town and the Franchisee the use thereof for the purposes of installing or transmitting the Franchisee's Communications Service over wires, cables, conductors, amplifiers, appliances, attachments, and other property as may be ordinarily and necessarily pertinent to the Communications System.

I. "Service Area" means the present municipal boundaries of the Town and shall include any additions thereto by annexation or other legal means.

J. "Town" means the town of Hideout, Utah.

Section 2. Authority Granted. Upon execution of this Agreement, the Town hereby grants to the Franchisee its heirs, successors, legal representatives, affiliates and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege and authority to utilize the public rights of way and public utility easements within the Town for construction and operation of the Franchisee's Communications System and to acquire, construct, operate, maintain, replace, use, install, remove, repair, reconstruct, inspect, sell, lease, transfer, or to otherwise utilize in any lawful manner the Franchisee's Communications System, and to provide Communications Service, all subject to the terms, conditions, restrictions and limitations of this Agreement. The Town's granting of a right to operate in the public rights of way and public utility easements will not be construed to grant Franchisee any rights over private property.

Section 3. Construction Permits Required.

A. Prior to site specific location and installation of any portion of its Communications System within a public way, the Franchisee shall apply for and obtain a grading or construction permit pursuant to the ordinances of the Town presently existing or as amended from time to time.

B. Franchisee shall pay all fees for costs associated with the excavation performed under the permit as allowed or required under applicable provisions of the Town Code, including, without limitation, Section 7.01.105. All fees associated with excavation permits shall be cost based and applied in a reasonable and non-discriminatory manner. In connection with any permit required by the Town Code for installation, operation, or maintenance of the Communication System, Franchisee shall provide a bond or other surety acceptable to the Town as required under the applicable provisions of the Town Code.

C. Unless otherwise provided in said permit, the Franchisee shall give the Town at least two business days' written notice of the Franchisee's intent to commence work in the public ways prior to commencing such work. The Franchisee shall file plans, maps, construction drawings, a traffic control plan and other documents which may be reasonably required by the Town showing the proposed location of its Communication Facilities. In no case

shall any work commence within any public way without said permit except as otherwise provided in this franchise.

D. Franchisee will comply with the regulatory requirements of all entities or agencies with jurisdiction over Franchisee, the Communication Service, or the Communications Facilities.

To the maximum extent allowed under state and federal law, the Communications Facilities must be constructed in accordance with the Town's building specifications and codes. Any future specifications and codes adopted by the Town will apply to future excavation if permits are sought after the effective date of such specifications and codes. Such specifications and codes, including, without limitation, design and aesthetic standards, shall be applied in a reasonable and non-discriminatory manner. Any portion of the Communications Facilities which is attached to a residential structure will not exceed four inches (4") in depth (i.e. protruding at a 90-degree angle from the surface of the residential structure), twelve inches (12") in height, and twelve inches (12") in length. No portion of the Communication Facilities shall obstruct, or interfere with use of, a street, roadway, sidewalk, or path.

Section 4. Grant Limited to Occupation. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the public ways of the Town to the Franchisee nor shall anything contained herein constitute a warranty of title.

Section 5. Term of Franchise. Unless terminated as provided for herein, the first term of this franchise shall be for a period of ten (10) years from the date of acceptance as set forth herein, and will continue thereafter on a year to year basis unless either party provides written notice to the other party one hundred twenty (120) days' notice of its intent to renegotiate the terms and conditions of this Franchise.

Section 6. Non-Exclusive Grant. This Franchise shall not in any manner prevent the Town from entering into other similar agreements or granting other or further franchises in, under, on, across, over, through, along or below any of said public ways of the Town. However, the Town shall not consent to any such future Franchisee to physically interfering with any of Franchisee's Communication Facilities. Notwithstanding the foregoing, the Town shall have no responsibility or liability for the actions of any third-parties including, without limitation, any interference with Franchisee's Communication Facilities. However, in the event that such physical interference or disruption occurs, the Town Engineer may assist the Franchisee and such subsequent Franchisee in resolving the dispute between Franchisee and such third-party. Further, this Agreement shall in no way prevent or prohibit the Town from using any of its public ways or affect its jurisdiction over them or any part of them, and the Town shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment,

improvement, dedication of the same as the Town may deem fit, including the dedication, establishment, maintenance, and improvement of all new public ways all in compliance with this franchise. If requested to do so by a user who has lawfully terminated the Communication Services provided by Franchisee, Franchisee shall remove any portion of the Communications Facilities which are affixed to a residential structure within sixty (60) days after receipt of such request.

Section 7. Maps and Records. After construction is complete, the Franchisee shall provide the Town with accurate copies of as-built plans and maps in a form and content prescribed by the Town Engineer. These plans and maps shall be provided at no cost to the Town and shall include hard copies and digital copies in a format specified by the Town Engineer.

Section 8. Work in Public Ways.

A. During any period of relocation, construction, or maintenance, all surface structures, if any, shall be erected and used in such places and positions within said public ways and other public properties so as to interfere as little as possible with the free passage of traffic (vehicle and pedestrian) and the free use of adjoining property. At no time shall structures be erected or vehicles parked in a manner which impedes the ingress or egress of emergency vehicles. The Franchisee shall, at all times, post and maintain proper traffic controls and comply with all applicable safety regulations during such period of construction as required by the ordinances of the Town or the laws of the State of Utah.

B. The Franchisee shall install all Communications Facilities within sufficient and reasonable conduit corridors which are generally parallel or perpendicular to the primary right of way and within sufficient and reasonable locations as specifically identified by the Town's engineer. Such Communications Facilities shall not vary from assigned conduit corridors or other locations as shown on approved plans by more than twelve (12) inches horizontally or six (6) inches vertically. In no event, however, shall the Franchisee's Communications Facilities damage or interfere with the facilities, lines, conduits, or improvements previously installed by other utility providers. If the Franchisee's Communications Facilities are found to be located outside the assigned corridors or locations by more than the variance allowed above, then the Franchisee shall, at its own cost and expense, remove or relocate such Communications Facilities to approved locations within seventy-two (72) hours' of notice from the Town. In the event that during Franchisee's installation or construction of Communications Facilities adjustments to the corridor or location are needed due to unforeseen obstacles or previously installed infrastructure, Franchisee shall contact Town's Public Works Director at the number identified in the Franchisee's construction permit, and the Town shall have a representative available to assist Franchisee to resolve the issue as quickly as reasonably possible. If the Town requires the portion of the right of way where the

Communications Facilities are located for Town-owned utilities, Franchisee will relocated any impacted portion of the Communications Facilities to an alternate approved location within thirty (30) days after receiving written notice from the Town.

B. The Franchisee shall cooperate with the Town and all other persons with authority from the Town to occupy and use the public ways of the Town in coordinating construction activities and joint trenching projects. Within twenty (20) business days of the effective date of this Agreement, and by March 1st of each calendar year thereafter, the Franchisee shall provide the Town with a schedule of its proposed construction activities in, around, or that may affect the public ways of the Town. The Franchisee shall also meet with the Town and other grantees, franchisees, permittees, and other users of the public ways of the Town annually or as determined by the Town to schedule and coordinate construction activities. The Town Engineer shall coordinate all construction locations, activities and schedules to minimize public inconvenience, disruption, or damage to the public ways of the Town.

C. If either the Town or the Franchisee shall at any time after the installation of the facilities plan to make excavations in an area covered by this Agreement and as described in this section, the party planning such excavation shall afford the other upon receipt of written request to do so an opportunity to share such an excavation provided that: (1) such joint use shall not unreasonably delay the work of the party causing the excavation to be made or unreasonably increase its costs; (2) such joint use shall be arranged and accomplished on terms and conditions reasonably satisfactory to both parties; and (3) either party may deny such request for safety reasons or if their respective uses of the trench are objectively incompatible.

D. If the Town adopts an applicable “dig-once” ordinance, then Franchisee will comply with the same with respect to any applicable excavation or grading permits which Franchisee applies for after the date such ordinance becomes effective.

Section 9. Restoration after Construction. The Franchisee shall, after the installation, construction, relocation, maintenance, removal or repair of its Communication Facilities restore the surface of any public ways and any other Town-owned property that may be disturbed by the work to at least the same condition the public way or Town-owned property was in immediately prior to any such installation, construction, relocation, maintenance or repair, reasonable wear and tear excepted. The Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by such work to the public ways or other affected area at its sole cost and expense according to the time and terms specified in the construction permit issued by the Town in accordance with the applicable ordinances of the Town.

Section 10. Emergency Work Permit Waiver. In the event of any emergency in which any of the Franchisees’ Communication Facilities located in, above, or under any public way break, are damaged, or if the Franchisee’s construction area is otherwise in such a condition as to

immediately endanger the property, life, health, or safety of any individual, the Franchisee shall immediately take proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health, or safety of individuals without first applying for and obtaining a permit as required by this franchise. However, this shall not relieve the Franchisee from the requirement of notifying the Town of the emergency work and obtaining any permits necessary for this purpose after the emergency work. The Franchisee shall notify the Town by calling the Town Hall or an emergency contact number provided by the Town immediately upon learning of the emergency and shall apply for all required permits not later than the second succeeding day during which the Town Hall is open for business. All other terms and conditions of this Agreement shall apply to emergency work.

Section 11. Dangerous Conditions. Whenever construction, installation or excavation of the Communication Facilities authorized by this franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining public way, street, or public place, or endangers the public street, utilities or Town-owned property, the Franchisee shall immediately take action to protect the public, adjacent public places, Town-owned property, streets, utilities and public ways. The Town Engineer may prescribe the terms and conditions of such remedial work and may require compliance within a reasonably prescribed time. In the event that the Franchisee fails or refuses to promptly take such remedial actions directed by the Town or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, the Town may take such actions as are reasonably necessary to protect the public, the adjacent streets, utilities, public ways to maintain the lateral support thereof or actions regarded as reasonably necessary safety precautions and the Franchisee shall be liable to the Town for the reasonable costs thereof.

Section 12. Non-Liability of Town for Acts of Franchisee and Indemnification. The Town shall not at any time become liable or responsible to any person, firm, corporation, or individual for any damage, injury, including loss of life or loss by reason of the activities of Franchisee taken pursuant to this Agreement, and Franchisee hereby indemnifies the Town and holds it harmless against all such liabilities, loss, cost, damage, or expense which may be incurred by the Town by reason of the exercise or arising out of the actions or omissions of Franchisee authorized by, or taken pursuant to, this Agreement. In addition, the Franchisee waives any claims for damages or injuries which the Franchisee has, or may have in the future, against the Town (the "Claims") which result or arise from the Town's regular or necessary maintenance or repair of its streets or rights-of-way, and the Franchisee indemnifies and holds the Town harmless from and against the Claims. By way of example, and without limiting the generality of the foregoing, the Franchisee waives any claims which may accrue because of damage to the Franchisee's Communications Facilities which occurs in connection with snowplowing or snow removal activities. However, the foregoing waiver and indemnification will not apply to any damages or injuries caused by the gross negligence or willful misconduct of the Town or its employees, officers, officials, or agents.

Section 13. Insurance. The Franchisee shall procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the Franchisee, its agents, representatives, or employees. The Franchisee shall provide to the Town for its inspection an insurance certificate naming the Town as an additional insured, per written contract, prior to the commencement of any work or installation of any facilities pursuant to this franchise. Such insurance certificate shall evidence:

A. Comprehensive general liability insurance written on an occurrence basis, including contractual liability coverage with limits inclusive of umbrella or excess liability coverage of not less than: (1) \$2,000,000 for bodily injury or death to each person; and (2) \$3,000,000 for property damages resulting from any one accident.

B. Automobile liability for owned, non-owned, and hired vehicles with a limit inclusive of umbrella or excess liability coverage of \$300,000 for each person and \$500,000 for each accident.

C. Workers' compensation within statutory limits.

The liability insurance policies required by this section shall be maintained by the Franchisee throughout the term of this franchise and such other period of time during which the Franchisee is operating without a franchise hereunder, or is engaged in the removal of its Communication System. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Franchisee. The insurance certificate required by this section shall contain a clause stating that the coverage shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the insurer's liability. The Franchisee's insurance shall be primary insurance with respect to the Town. Any insurance maintained by the Town, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it.

Section 14. Abandonment and Removal of the Franchisee's Communication Facilities. Upon the expiration or termination of the rights granted under this franchise, the Franchisee shall either, at Franchisee's sole option, remove all of its Communication Facilities from the public ways of the Town within ninety (90) days or abandon the Communications Facilities in place. The restoration provisions of Section 9 of this Agreement shall apply to Franchisee's removal of any Communication Facilities. Upon permanent abandonment and Franchisee's agreements to transfer ownership of the Communication Facilities to the Town, the Franchisee shall submit to the Town a proposal and instruments for transferring ownership to the Town. Any such facilities which are not permitted to be abandoned in place which are not

removed within one (1) year of receipt of said notice shall automatically become the property of the Town.

Section 15. Modification. The Town and the Franchisee hereby reserve the right to alter, amend, or modify the terms and conditions of this franchise upon the written agreement of both parties to such alteration, amendment or modification. Said modifications shall be approved by the Town by ordinance and accepted by the Franchisee consistent with this section herein.

Section 16. Forfeiture, Termination and Revocation.

A. This Agreement may be terminated and the Franchise revoked for failure by Franchisee to comply with the material provisions of this Agreement and any provisions of the Town's ordinances.

B. If the Town has reason to believe that the Franchisee is in violation of this franchise or any provisions of the Town ordinances, the following procedures shall be followed by the Town:

(1) The Town shall provide the Franchisee with a detailed, written notice by certified mail detailing the violation, the steps necessary to cure such violation, and the time period within which the violation must be cured which shall not be less than thirty (30) days thereafter. Prior to the expiration of such thirty (30) day period, Franchisee shall respond with evidence demonstrating that no violation occurred, or that the violation has been corrected on the terms and conditions set forth in the Town's notice.

(2) Franchisee may request an extension of time to cure an alleged violation if construction is suspended or delayed by the Town or where unusual weather, natural consequences, extraordinary acts of third parties, or other circumstances which are reasonably beyond the control of the Franchisee delay progress, provided that the Franchisee has not, through its own actions or inactions, contributed to the delay.

(3) If Franchisee's response is not satisfactory to the Town, the Town may declare the Franchisee to be in default with written notice by certified mail to Franchisee. Within ten (10) business days after notice to Franchisee, Franchisee may deliver to the Town a request for a hearing before the Town Council. If no such request is received, the Town may declare the franchise terminated for cause.

(4) If Franchisee files a timely written request for hearing, such hearing shall be held within thirty (30) days after the Town's receipt of the request therefor. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within ten

(10) days after the hearing, the Town Council on the basis of the record will make the determination as to whether there is cause for termination and whether the franchise will be terminated. The Town Council may, in its sole discretion, fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period, or if the Town Council does not grant any additional period, the Town Council may, by resolution, declare the franchise to be terminated.

C. Franchisee shall not be deemed to be in default failure, violation or noncompliance with any provision of this franchise where performance was rendered impossible due to an act of God, fire, flood, storm, or other element or casualty, theft, war, disaster, strike, lockout, boycott, prevailing war, or war preparation, or bona fide legal proceedings, beyond the control of, and not reasonably foreseeable by, the Franchisee.

Section 17. Town Ordinances and Regulations. Nothing herein shall be deemed to direct or restrict the Town's ability to adopt and enforce all necessary and appropriate ordinances regulating Franchisee's performance under the terms and conditions of this Agreement, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The Town shall have the authority at all times to control by appropriate regulations the locations, elevation, manner or construction and maintenance of facilities by the Franchisee and the Franchisee shall promptly conform with all such regulations unless compliance would cause the Franchisee to violate other requirements of the law.

Section 18. Survival. All of the provisions, conditions and requirements of this Agreement shall be in addition to any and all other obligations and liabilities the Franchisee may have to the Town at common law by statute or by contract. The provisions, conditions and requirements of Section 8 Work in Public Ways; 9 Restoration after Construction; 11 Dangerous Conditions; 12 Non-Liability of Town for Acts of Franchisee; 13 Insurance; 14 Abandonment and Removal of the Franchisee's Communication Facilities; shall survive the expiration or termination of this Agreement and any renewals or extensions thereof and remain effective until such time as the Franchisee removes its Communication Facilities from the public ways, transfers ownership of said Communication Facilities to a third party, or abandons said system in place as provided herein. All of the provisions, conditions, regulations and requirements contained in this Agreement shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of the Franchisee and all privileges as well as all obligations and liabilities of the Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever the Franchisee is named herein.

Section 19. Severability. If any section, sentence, clause or phrase of this Agreement shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Agreement.

Section 20. Assignment. This Agreement may not be assigned or transferred without prior written consent of the Town except that the Franchisee may freely assign this franchise without notice in whole or in part to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing provided such assignee is authorized by law to provide the Communication Service.

Section 21. Notice. Any notice or information required or permitted to be given to the parties under this franchise may be sent to the following addresses unless otherwise specified:

Town:
Town of Hideout
Attn: Mayor
10860 N. Hideout Trail
Hideout, Utah 84036

Franchisee:

Utah Telecommunication Open Infrastructure Agency
5858 S. 900 E.
Murray, Utah 84121
Attn: Executive Director

Notice shall be deemed given upon receipt in the case of personal delivery three (3) days after deposit in the U.S. mail in the case of regular mail, or next day in the case of overnight delivery.

Section 22. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon approval and acceptance of this Agreement. Provided further that the Town and the Franchisee reserve all rights they may have under the law to the maximum extent possible and, except as expressly provided herein, neither the Town nor the Franchisee shall be deemed to have waived any rights they may have or may acquire in the future by entering into this Agreement. Without limiting the foregoing, nothing in this Agreement shall be construed as a waiver of any provisions of, or rights under, the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 et seq. (as the same may be amended).

Section 23. Attorney's Fees. If any suit or other action is instituted in connection with any controversy arising under this Agreement, the prevailing party shall be entitled to recover all of its costs and expenses including such sum as the court may judge reasonable for attorney's

fees.

Section 24. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The venue and jurisdiction over any dispute related to this Agreement shall be with the Utah State Court in the county in which the Town is located, or with respect to any federal question, with the United States District Court for the District of Utah in Salt Lake City.

Section 25. Approval by Town Council. This Agreement shall be effective upon execution by the Franchisee and the Town's mayor and the prior approval of this Agreement by resolution of the Town Council adopted at a public meeting duly noticed under Utah law.

AGREED TO this ____ day of _____, 20__.

TOWN OF HIDEOUT

By _____
Phil Rubin, Mayor

ATTEST:

Town Clerk

(SEAL)

UTAH TELECOMMUNICATION OPEN
INFRASTRUCTURE AGENCY

By _____
Name _____
Title _____