

Attachment

NONEXCLUSIVE PUBLIC FRANCHISE

This Nonexclusive Public Franchise Agreement (the “**Agreement**”) is made by and between the City of Lake Forest (“**City**”) California, municipal corporation and SiFi Networks Lake Forest LLC, a Delaware limited liability company (“**SiFi**”) (each of City and SiFi, a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, the City seeks to enable the deployment of fiber optic infrastructure for community benefit in the City; and

WHEREAS, SiFi owns the rights to the FOCUS (as defined below) proprietary fiber optic cable system technology and has requested from City permission to install a System (as defined below) within the City Boundary (as defined below);

WHEREAS, City has the authority to manage public property through its police power, charter, and other statutory and Constitutional powers granted to municipalities, including but not limited to the authority pursuant to Lake Forest Municipal Code, Chapter 14.48 (Public Franchises) to grant franchises to persons seeking to occupy the public right-of-way for commercial purposes; and

WHEREAS, City recognizes there is a public benefit being served in encouraging and facilitating SiFi’s fiber optic infrastructure deployment plans; and

WHEREAS, subject to the terms and conditions set forth herein, the City has agreed to grant SiFi a nonexclusive public franchise to use the Public Way (as defined below) to install, operate, and maintain its System within the City Boundary; and

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

SECTION 1

1. Definition of Terms.

1.1 **Terms.** For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

“**Access**” means facilitation of all necessary City permits, encroachments, and/or license and/or lease agreements for specified areas within the Public Way.

“**Boundary**” means the legal boundaries of the City as of the Effective Date, and any additions or subtractions to the City legal boundaries, by annexation or other legal means.

“Cabinets” means above ground enclosures placed within the Public Way for the protection of active and passive equipment for the provision of Service throughout the System and as further described in Exhibit A.

“Chambers” means underground enclosures placed within the Public Way facilitating access to the active and passive equipment for the provision of Service throughout the System.

“Commencement Date” means the date that Substantial Completion, as that term is defined herein, of the System has been achieved.

“Construction Contractor” or **“Contractor”** means the construction company(ies) performing the physical work.

“Drop” means the fiber optic cable run from the System at the edge of the Public Way or the Fiber Access Box (“FAB”) or the Toby Box (as each is described in Exhibit A) in the Public Way, as the case may be, to the Premises Wall.

“Facility” or **“Facilities”** means the secure spaces that the City agrees to make available to SiFi during the Term for the installation of Shelters and Cabinets.

“FOCUS” means SiFi’s trademarked FOCUS™ system, know-how and other proprietary rights, comprising, among other things a combination of blown fiber, aerial, and other conventional techniques to enable multi gigabit technologies.

“FON” means SiFi’s fiber optic network built by utilizing a combination of blown fiber, aerial, and/or other conventional techniques, which may also include FOCUS™ design, as well as electronics to enable multi gigabit technologies.

“Hazardous Materials” means any hazardous or toxic wastes, substances, or materials, and any other pollutants or contaminants, which are regulated by any applicable local, state or federal laws.

“Home” means a residential single-family dwelling, or a residential single dwelling unit located within a Multiple Dwelling Unit, located within the Boundary.

“Multiple Dwelling Unit” means an apartment building or other building containing more than one residential dwelling unit located within the Boundary.

“Microtrenching” means the process of cutting a trench with a dry cut machine and reinstated with cementitious slurry fill as further described in Section 4.1.1.

“Pass” or **“Passes”** means the duct or Chamber as parts of the System has reached to the curbside of a residential Primary Premise, or the engineered point at or near a commercial Premises from which a Drop can be connected.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, whether for profit or not for profit, but shall not mean the City or SiFi.

“Premises” means a Home, Multiple Dwelling Unit, office or other building located within the Boundary.

“Premises Wall” means the exterior of an outside wall of a Premises to which the fiber optic cable can be terminated.

“Primary Premises” means the Premises within the Boundary as of the Effective Date but excluding any Premises which SiFi cannot connect (i) because of a lack of a right to access and use the Public Way due to the City not possessing the right, title, interest or authority to permit SiFi to use and occupy the Public Way in order for SiFi to access such Premises, or (ii) because SiFi’s lack of a right to access any non-City owned property within the Boundary in order to access such Premises, or (iii) if there would be an incremental material cost to connect such Premises would be at least ten percent (10%) higher than the average cost to connect accessible by SiFi Primary Premises within the Boundary, or (iv) where such Premises already have a pre-existing fiber service available to them and do not desire SiFi to connect such Premises. SiFi shall not be required or obligated to make the System available to such Primary Premises described in (i) through (iv) in this definition and Substantial Completion determination shall not be impacted as a result.

“Public Way” shall have the same meaning as “right-of-way” in Lake Forest Municipal Code Section 14.48.020. For the avoidance of doubt, the term “Public Way” shall also mean any easement now or hereafter held by the City within the Boundary for utility or public service use dedicated for compatible uses.

“Release” when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any improvements constructed hereunder, including the System.

“Service” means internet, voice, data, and video service or any combination thereof, provided to Subscribers over the System.

“Service Provider” means any entity, which enters into a contract with SiFi to provide Services over the System.

“Shelter” means the above ground facility housing System equipment as further described in Section 4.2 and in Exhibit A hereto.

“Subscriber” means any Person (which for purposes of this definition shall include the City) that has entered into an agreement to receive or otherwise lawfully receives Service.

“Substantial Completion” means the date on which, the System has been installed such that it Passes the addresses of each of the Primary Premises and the System is capable of providing

Service to each such Primary Premises (but for the lack of a Drop) or four (4) years post construction being commenced, whichever event occurs first; provided, however, in the event that Substantial Completion is deemed to have occurred due to the expiration of four (4) years post construction being commenced, SiFi shall use commercially reasonable efforts to complete, subject to the conditions in the proviso above, such construction as is necessary to provide service to all Primary Premises within a commercially reasonable time.

“**System**” means all parts of the FON system under and above ground in the City that is designed to support the delivery of Service to Subscribers, including the fiber optic cable and its component parts and appurtenances, and the other cables, wires, components, facilities, Cabinets, ducts, conduits, connectors, Shelters, Chambers, manholes, manhole covers, pedestals, appliances, splitters, attachments, and other property, equipment, components, materials, apparatus and appurtenances to the FON system.

SECTION 2

2. **Grant of Nonexclusive Franchise.**

2.1 **Grant of Nonexclusive Franchise for System in Public Way.**

2.1.1 **SiFi Granted a Nonexclusive Franchise to Public Way.** This Agreement sets forth the basic terms and conditions upon which SiFi is granted a franchise to install the System in the Public Way. The particular terms and location of each portion of the System shall be specified in the applicable permit, including but not limited to encroachments, licenses, or other forms of plan review and approval or authorization, as described in Section 3.2 (Permits and General Obligations). Subject to this Agreement and the terms and conditions of any permits, including but not limited to encroachments, licenses, or other forms of plan review and approval or authorization, the City hereby grants and conveys to SiFi a franchise solely for the purposes to erect, install, construct, repair, replace, reconstruct, maintain, operate or retain in, on, over, under, upon, across, or along any Public Way, the System within the Boundary (the “Franchise Purpose”). SiFi may occupy and use the Public Way in the manner authorized by this Agreement for the Franchise Purpose, described herein, and for no other purpose. SiFi understands and agrees that this Franchise Purpose shall not be exclusive of the right of any other person to use any portion of the Public Way located within the Boundary (except for the Facilities) for the same or similar purpose pursuant to any other franchise or license now or hereafter granted by City. City retains full possession of the Public Way and SiFi will not acquire any interest, temporary, permanent, irrevocable, possessory, or otherwise, by reason of this Agreement, or by the exercise of the permission given herein and SiFi will make no claim to any such interest. SiFi shall have the right, subject to City approval of the applicable permit, which approval shall not be unreasonably withheld, delayed, or conditioned, except for those conditions necessary to protect public health, safety and welfare of persons and public property in the sole but reasonable discretion of the City Public Works Director, to determine the final engineering design and location, including but not limited to depth, width, and height, of all equipment and other parts of the System. Both Parties agree to cooperate during the design and permitting process and SiFi must first disclose all engineering designs to the City for permit approval. Notwithstanding the foregoing, installation of the System and use of the Public Way is subject to the applicable permit for a specific location.

2.1.2 Abandonment of the System upon Termination of Agreement. Upon the expiration or termination of this Agreement, SiFi shall remove all above ground portions of the System and shall also have the right, but not the obligation, to remove from or abandon in place all or any underground part of the System in the Public Way. Any part of the System abandoned by SiFi as described in this Agreement shall become the property of the City. Within ninety (90) days of the expiration or termination of this Agreement, SiFi must notify the City in writing of its intent to remove or abandon the System. Failure to provide such written notice within the time specified will be deemed an abandonment of the System and City shall have the right to use the Cash Deposit as described in Section 6.3.J to remove any above ground portions of the System if SiFi has failed to do so.

2.1.3 Removal or Relocation for Safety Reasons. If, in the reasonable discretion of the City Public Works Director, any above or below ground portion of the System is installed, operated and/or maintained in material non-compliance with the applicable permit issued by the City, the City Public Works Director shall provide oral and written notice (consistent with Section 10.3) to SiFi and, thereafter, SiFi shall promptly, within the applicable timeframe specified in Section 8.1.1, repair such portion of the System within the time required by the City Public Works Director. If SiFi fails to timely repair such portion of the System as required, the City Public Works Director may, at SiFi's expense to be paid upon invoice by the City, (i) cause the removal immediately, if necessary, to protect against imminent harm to life or property, or (ii) cause such portion of the System as constitutes a public nuisance to be abated consistent with the provisions of the Lake Forest Municipal Code and/or California law. Notwithstanding the foregoing, if, in the reasonable discretion of the City Public Works Director, any above or below ground portion of the System becomes a safety hazard at any time during the Term, the City Public Works Director may, at SiFi's expense to be paid upon invoice by the City, cause the immediate removal of such portion of the System without prior notice to SiFi, if necessary to protect against imminent harm to life or property.

2.2 Term of Agreement. This Agreement shall become effective upon the full execution and delivery of this Agreement by the Parties (the "**Effective Date**"). The term of this Agreement shall commence on Effective Date and run until midnight on the date that is thirty-two (32) years after the Effective Date (the "**Initial Term**"). Following the Initial Term, this Agreement shall automatically renew for one additional term of thirty (30) years commencing on the thirtieth (30th) anniversary of the Effective Date (a "**Renewal Term**"), and, collectively with the Initial Term, the "**Term**") unless SiFi or the City, only in the event if SiFi remains in material uncured noncompliance with the Agreement, provides written notice to the other Party of its intent not to renew at least one hundred eighty (180) days prior to end of the Initial Term. If SiFi elects to not renew this Agreement the System within the Public Way will be deemed abandoned and shall become the property of the City subject to Section 2.1.2 and Section 6.3.J.

2.3 License Agreements for Facilities on City Land.

City and SiFi will negotiate one or more separate written agreements that shall grant SiFi (or any specified licensee, successor, lessee, transferee, or assign) a license ("**Shelter Facilities**

Agreements”) to enter and place Shelters in up to two (2) specific locations within the City’s Public Way and/or City owned land (“**Shelter Facilities**”) if available and agreeable to both Parties. The City and SiFi will negotiate the Shelter Facilities Agreements in good faith and any consideration exchanged thereunder shall be at market rate.

2.4 **Permitting Process.**

2.4.1 During the Term, and so long as SiFi has made the Monthly Reimbursable Amounts as defined below the City shall provide efficient and diligent good faith review of all applications for permits by SiFi and/or its contractors, to the extent reasonably possible and to the extent permits are necessary, including permits or other necessary items for construction work on the System within the Public Way. The City acknowledges and agrees that in order for SiFi to perform its obligations under this Agreement, time is of the essence in connection with permitting, licensing, and approval of the System. Accordingly, once SiFi has submitted a preliminary design for construction work on the improvements in the Public Way, and Shelters in the Facilities on City owned land, if applicable, to the City, the City agrees to process within the timeframes below in connection with all applications for permits by SiFi and/or its contractors in connection with this Agreement in accordance with the following:

(i) The City shall within five (5) business days of submittal by SiFi and/or its contractors of an application or other request for a permit in connection with this Agreement provide written acknowledgment to SiFi and/or its contractor confirming receipt of such submittal; and

(ii) The City shall within ten (10) business days of submittal by SiFi and/or its contractors of an application or other request for a permit in connection with this Agreement acknowledge in writing that such application is properly submitted and complete, or in the event such application is not properly submitted and complete, provide SiFi and/or its contractors with a detailed written explanation of any deficiencies or, if applicable, any additional information and/or correction(s) needed for the City to complete its review process and the timelines specified in this Section 2.4.1 shall reset upon submittal of such required information. Upon curing any such deficiencies, the City shall undertake an expedited review of the application per the timelines specified herein or other request for permit by SiFi and/or its contractors in order to comply with this Section 2.4.1.

(iii) The City shall within twenty (20) business days of a properly submitted and complete application by SiFi and/or its contractors of an application or other request for a permit in connection with this Agreement render its final decision on the application and, if applicable, issue any approvals or permits to SiFi and/or its contractors.

2.4.2 Permit applications for construction in the Public Way shall be submitted by SiFi in substantially the standard form published on the City’s official website for permits granted

pursuant to Chapter 14.08 of the Lake Forest Municipal Code. The engineering details provided in Exhibit A are the typical details that will be primarily used to construct the System.

2.4.3 Nothing herein shall be construed as a promise, warranty, or guarantee of approval of any permit, license, or other land use approval which may be required. Furthermore, SiFi shall have no liability for and shall not be deemed to be in breach of any of its obligations hereunder, if the necessary permits, licenses or approvals are not issued or are issued but not timely by the City, unless the failure to issue or delay in issuing is the fault of SiFi. SiFi is solely responsible for any permit or approval from any other public agency that may be required for the work. This Section 2.4.3 does not apply to any discretionary land use approval from the City which may be required as a result of the final design for SiFi's work in the Public Way, which cannot be ascertained as of the Effective Date due to the lack of a final design.

2.5 The permitting process set forth in Sections 2.4.1 – 2.4.3 above shall be facilitated by a single point of contact (“SPOC”) within the City’s Engineering Department. The SPOC in the City’s Engineering Department will be responsible for facilitating and expediting the plan check, permitting process, inspections and communicating with SiFi and its contractors, the City Council, and the general public regarding the construction process and progress. The annual cost and expense to the City associated with employing, training, and retaining a SPOC shall be reimbursed by SiFi, only if pre-approved by SiFi in writing, through Substantial Completion of the System, and shall be included in the invoices from the City under Section 2.6 (“SPOC Costs”).

2.6 **Invoices and Payments – Monthly Reimbursable Amounts.** Prior to the submittal of the first permit application by SiFi, SiFi shall make an initial deposit in an amount estimated by the City and SiFi shall deposit with the City an amount equal twice the running monthly average for the related City costs over the prior month as reported by the City to SiFi on a monthly basis (in each case, a “Monthly Deposit”). The amounts in the Monthly Deposit shall be applied by the City to the payment of actual fees or charges incurred during the prior calendar month by the City for third-party consultant costs and City staff time associated with the administration of the Permitting Process described in Section 2.4 above, plan check, inspections, SPOC (as defined below) related expenses, and any other applicable charges (collectively, the “Monthly Reimbursable Amounts”). The City reserves the right to stop work at anytime that the City expenses exceed the Monthly Deposit if SiFi fails to make a deposit within ten (10) business days upon receipt of written notice from the City. City represents and warrants that such Monthly Reimbursable Amounts are and will be in accordance with the City’s adopted fee schedule, as may be updated from time to time by City, for all City costs incurred by the City in fulfilling its obligations under the Agreement. The City shall send an itemized electronic invoice and other documents and information which the City prepares or receives with regard to all prior month’s Monthly Reimbursable Amounts to ACCOUNTS@SiFiNetworks.com showing the actual costs incurred by the City during the prior month. Upon receipt of such notification and invoice, SiFi shall deposit the additional amount, if any, necessary to make the Monthly Deposit equal to twice the amount of the prior month’s Monthly Reimbursable Amounts with the City within ten (10) business days of the date thereof. If SiFi fails to deposit any such additional amount with the City, the City’s obligations to review and process SiFi’s permits shall be suspended until such time that the additional amount is deposited with the City. Any funds remaining from the Monthly Deposit at the end of a given month will roll over to the next month and offset the amount of the

Monthly Deposit for such month. SiFi will continue to maintain the Monthly Deposit until Substantial Completion after which time any remaining amounts in the Monthly Deposit will be returned to SiFi.

2.7 Fees, Expenses and other Charges. Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees and expenses incurred in executing and performing this Agreement. For the avoidance of doubt, in recognition of the public purpose and public benefit being served in encouraging and facilitating SiFi's fiber optic infrastructure deployment, and because of the payment of the Monthly Reimbursable Amounts and other amounts set forth in this Agreement, SiFi will not be required to pay any assessment or fees that otherwise would or might be levied by the City separately for use of the Public Way. SiFi shall be solely responsible for payment of all Federal, State and local taxes in connection with the System. The Parties do not intend by this Agreement, to the extent legally permissible, that SiFi shall be required to pay possessory interest taxes or assessments on SiFi's use of the Public Way. Notwithstanding the foregoing, SiFi understands and acknowledges that City cannot guarantee or predict what taxes or assessments SiFi may or may not be subject to as a result of the issuance of this Agreement or the conduct of SiFi's operations, and further, should any taxation authority conclude that SiFi should pay any possessory interest tax or assessment as a result of SiFi's use of the Public Way, SiFi, and not City, shall be responsible for paying such taxes or assessments.

2.8 SiFi shall introduce each Service Provider to the City, and City will directly work, subject to a separate agreement between the City and such Service Provider, with all Service Providers with respect to Federal, State, or City required fees or taxes to be invoiced monthly by each Service Provider as a separate line item to any such Service Provider's active Subscriber and subject to a separate agreement between the City and such Service Provider. SiFi shall not provide service to any Service Provider on its System that does not comply with required Federal, State, or City required fees or taxes, if SiFi has actual knowledge of such non-compliance. The City agrees that City bonding and insurance requirements will be satisfied by bonds and insurance coverage provided as part of the encroachment permit application and supplied by the Construction Contractor (as principal) performing the construction of the System. Such bonds and insurance documentation to be supplied prior to the start of Construction. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 2.7 will survive expiration or termination of this Agreement. SiFi shall, at its own expense, obtain and maintain in full effect throughout the Term a City business license, if required, and shall require that each of its contractors and subcontractors obtain a City business license if required based on the work in the City.

2.7 **Relocation, Modification, or Alterations.** Excluding relocations requested by the City pursuant to this Agreement and repairs or maintenance to the System, SiFi may not relocate, materially modify, or materially alter the System components any time after issuance of the permit(s) for the System, except upon City's written approval which approval will not be unreasonably withheld.

2.8 SiFi shall allow the City to use the System for governmental internal data communication and non-retail purposes, subject to a separate agreement to be negotiated in good faith between the Parties, at a rate substantially less than market rate.

SECTION 3

3. **The System.**

3.1 **System Description.** The Parties acknowledge and agree that there is no agreed design or configuration of the actual location of the System within the Public Way at this time and that SiFi shall submit such designs, specifications, plans, and associated details to the City for approval within 180 days of the Effective Date of the Agreement.

3.2 **Permits and General Obligations.** Following SiFi's submittal of designs, plans and specifications for the System and City's reasonable review and approval thereof, SiFi shall apply for applicable permits as provided herein including but not limited to encroachment, licenses, or other forms of plan review and approval or authorization necessary to construct, install, operate, maintain, replace, reconstruct, or repair the System, or any part thereof, during the term of this Agreement and any extension. SiFi shall provide plans to the City for City approval for the issuance of permits to construct the System and the City shall issue such permits in accordance with the timelines specified in Section 2.4, with associated costs covered by the Monthly Reimbursable Amounts. Construction and installation of the System shall be performed by SiFi and its contractors in a safe manner compliant with all applicable laws and regulations, using materials of good quality. All permits shall provide for and allow work on residential streets at a minimum between 7:30 AM and 5 PM, Mondays to Fridays unless specified otherwise in the applicable encroachment permit and on arterial highways between 9 AM and 3 PM, Mondays to Fridays, unless specified otherwise in the applicable encroachment permit. Specific work hours will be included with each encroachment permit issued. All transmission and distribution structures and equipment installed by SiFi for use in the System in accordance with the terms and conditions of this Agreement shall be located so as to minimize interference with the proper use of the Public Way and the rights of property owners who own property that adjoin any such Public Way. Except for the approved construction techniques specified in Section 4.1.1 and the specifications listed in Exhibit A, SiFi shall adhere to all then-current and applicable Municipal and Building Code requirements, and SiFi acknowledges that, during the Term, applicable laws (including the City of Lake Forest) are likely to change and such amendments shall apply to SiFi and the System.

SECTION 4

4. **Construction and Facilities.**

4.1 SiFi will use commercially reasonable efforts to commence construction on or before a date that is twenty-four (24) months after the Effective Date (the “**Construction Commencement Deadline**”); provided however, in the event of a Force Majeure Event, the Construction Commencement Deadline shall be extended by the time impact resulting from the Force Majeure Event. In addition, SiFi will use commercially reasonable efforts to complete construction of the System on or before a date that is forty eight (48) months after the Construction Commencement Deadline (the “**Construction Completion Deadline**”); provided however, in the event of a Force Majeure Event, the Construction Completion Deadline shall be extended by the time impact resulting from the Force Majeure Event. The timeline shall also be extended due to and for the length of any delay by the City in performing its obligations hereunder or issuing the permits, licenses and approvals to SiFi or its contractors. Both Parties recognize and agree that SiFi cannot guarantee the Construction Commencement Deadline or the Construction Completion Deadline as many elements are outside of its control. SiFi will keep the City informed of the progress of its schedule at reasonable intervals. Both Parties recognize and agree that once construction begins, SiFi will work, to the extent within its control, continuously within the City to complete the buildout of the entire System. Both parties also acknowledge that other existing or new entities who are authorized to use the Public Way pursuant to state or federal law may seek permits to place facilities in the Public Way, and consistent with the City’s limited authority under state and federal law and the non-exclusive nature of the franchise granted hereunder, this Agreement does not guarantee the availability of space in the Public Way to SiFi for the 6-year period.

4.1.1 The City acknowledges and agrees that SiFi and its contractors intend to use varying construction techniques for the System construction and deployment, which may include, any of the following:

- (i) traditional open trench and/or directional boring; in accordance with the City standards for open trench cuts.
- (ii) slot cut Microtrenching as set forth in the specifications set forth in Exhibit A to this Agreement;
- (iii) In addition to notification of DigAlert and potholing, the use of a ground penetration radar system as the primary method for identifying underground utilities prior to any Microtrenching; and/or
- (iv) aerial cables (shall only be permitted where other aerial facilities and poles exist and existing poles are used) as allowed in the permit.

To the extent consistent with the City’s building codes, the City hereby approves each of the above referenced construction methods and the specifications in Exhibit A to this Agreement and agrees to work cooperatively with SiFi in reviewing all other potential construction methods.

4.1.2 SiFi shall be solely responsible for all repairs, maintenance, and adjustments, and damage to the System, not caused by City’s active negligence or willful

misconduct. The City shall be liable to the extent any loss or damages to the System or other property and equipment results from the sole active negligence or sole willful misconduct of acts or omissions by the City or its agents.

4.2 **Shelters and Cabinets Locations on Private Property.** SiFi will provide engineering designs including intended locations of the Shelters and Cabinets required for the System to the City prior to Construction in accordance with City's permitting process. The City and SiFi agree to cooperate in the selection of suitable sites for the Shelters and Cabinets. However, City has sole and absolute discretion to reject a proposed location; provided that, the City will use reasonable efforts to offer suitable alternative locations.

4.3 **System Connections to the Premises Wall.** SiFi will provide a terminated fiber to each Subscriber's Premises receiving a Drop in a manner to be determined by SiFi. The location and the method of the Drop will vary depending on the circumstances of the location of the Subscriber's Premises. For the avoidance of doubt, this Agreement does not grant access to private property that is not part of the Public Way. In the event SiFi cannot install fiber optic cable or other necessary equipment on private property because of a lack of a right to access the property, SiFi shall not be required to make the System available to such Premises when private easement has not been granted.

SECTION 5

5. Oversight and Regulation by City.

5.1 **Oversight of Construction.** The City shall have the right to oversee and inspect the Construction of the System in the Public Way.

5.2 **Compliance with Applicable Laws.** SiFi and the City shall, at all times during the Term, be subject to and comply in all material respects with all applicable federal, state laws and local laws regarding the Construction of the System in the Public Way.

SECTION 6

6. Insurance.

Without limiting liability hereunder, SiFi shall procure and maintain from the date of start of Construction for the duration of the term of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the SiFi, its agents, representatives, employees, or subcontractors.

6.1 Minimum Scope and Limit of Coverage.

Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per

occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Coverage shall include blanket contractual liability and broad form property damage, premises, operations, explosion, collapse, underground hazard (commonly referred to as “X”, “C” and “U” coverages

B. Automobile Liability: Insurance Services Office Form CA 0001 (any auto), with limits no less than \$2,000,000 per accident and \$4,000,000 in the aggregate for bodily injury and property damage.

C. Workers’ Compensation insurance as required by the State, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

D. Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the greater of the completed value of the project or five million dollars (\$5,000,000) and no coinsurance penalty provisions.

E. Professional Liability with limits no less than \$2,000,000 per occurrence or claim, and \$5,000,000 policy in the aggregate. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the SiFi must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City for review.

F. Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$2,000,000 per occurrence or claim, and \$5,000,000 policy aggregate. If the services involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

If the Contractor or SiFi maintains broader coverage and/or higher limits than the minimums shown above for all policies, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor or SiFi. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City to the extent necessary to cover any actual damages suffered by the City.

6.2 Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City in its sole and absolute discretion. At the option of the City, SiFi shall cause the insurer to reduce or eliminate such self-

insured retentions as respects the City, its officers, officials, employees, and volunteers; or SiFi shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6.3 Other Insurance Provisions:

A. Additional Insured. The City of Lake Forest, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of SiFi including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of SiFi. General liability coverage can be provided in the form of an endorsement to the SiFi's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

B. Primary Insurance. For any claims related to this project, SiFi's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the SiFi's insurance and shall not contribute with it.

C. Notice of Cancellation. SiFi shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, SiFi shall forthwith obtain and submit proof of substitute insurance.

D. Builder's Risk (Course of Construction) Insurance. SiFi may, if requested by the City, submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

E. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

F. Waiver of Subrogation. SiFi hereby agrees to waive rights of subrogation which any insurer of SiFi may acquire from Contractor by virtue of the payment of any loss. Contractor agrees

to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

G. Verification of Coverage. SiFi shall furnish the City with Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before the date of the start of Construction. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

H. Contractor/Subcontractors. SiFi shall require and verify that the Contractor and all subcontractors maintain insurance meeting all the requirements stated herein, and SiFi shall require, to the extent possible, the Contractor and all the subcontractors to list City as an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

I. Special Risks or Circumstances. City reserves the right to modify, at any time, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

J. SiFi's Maintenance Security. As of the date of commencement of construction of the System and on the first business day of each anniversary thereafter in order to support SiFi's obligations to restore the condition of the Public Way directly impacted by the construction of the System, SiFi will provide to the City and maintain or substitute throughout the Term of this Agreement, either of the following, at SiFi's sole option by providing ninety (90) days advanced written notice: (i) a maintenance bond in accordance with the City's bonding requirements, (ii) letter of credit from a bank of SiFi's choosing, or (iii) cash in escrow ("**Cash Deposit**"), subject to A, B and C below, in an aggregate annual amount not to exceed five hundred thousand dollars (\$500,000.00).

A. In the event SiFi opts to use a Cash Deposit, the funds in the Cash Deposit shall remain the property of SiFi until such funds are either (a) applied by the City or (b) released to SiFi, in each case in accordance with C below. The funds in the Cash Deposit shall be held in an escrow account, which will be managed by the City, and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party hereto.

B. Reporting. City will, at the end of each fiscal quarter, report to SiFi: (a) the balance of the Cash Deposit, (b) any accrued interest based on the prevailing interest earned by City on its own bank deposits and (c) if applicable, any investment income relating thereto. There is no obligation for the City to pay

interest on the Cash Deposit unless the City receives interest on the Cash Deposit. Additionally, any time City intends to draw on the Cash Deposit as provided in C below, City will provide to SiFi seven (7) days advanced written notice and report indicating (i) the amount to be drawn, (ii) City's reasons for the drawing and (iii) the remaining balance thereon.

C. **DRAWN DOWN. FORFEITURE AND RELEASE.** SiFi agrees and acknowledges that if SiFi fails to perform its maintenance obligations specified in the Agreement as soon as practically possible after having received notice from the City of the need for such maintenance, the Cash Deposit will be used to cover incidental expenses and costs, damages and fees; provided that if covered by any insurance policies, City will reimburse the Cash Deposit for such insurance paid amounts, including but not limited to: interest, charges by the City to maintain and restore the specific Public Way sites disturbed by SiFi or its contractors to their prior condition pursuant to this Agreement, and any unpaid permit and administrative fees. Any amount in the Cash Deposit, including any investment income related thereto or any accrued interest based on the prevailing interest earned by City on its own bank deposits, shall be released back to SiFi after termination of the Agreement.

SECTION 7

7. Parties' Obligations.

7.1 Obligations of the City. In addition to all other duties and obligations contained elsewhere in this Agreement, City has the following duties and obligations:

- (i) Provide a single point of contact ("SPOC") for SiFi, which SPOC will be responsible to address all issues related to the System, providing coordination with and act as a liaison to City departments, and serving as a communication and troubleshooting resource for SiFi.
- (ii) Offer the reasonable cooperation of all City departments with respect to relevant issues with respect to the System. Such cooperation will be supervised by the SPOC.
- (iii) Subject to Section 3.2, provide SiFi and its representatives with access to all City property and all City assets and infrastructure for which a permit has been issued to SiFi for the installation, inspection, and maintenance of the System and for any other reasonable business purpose with respect to the System, following Substantial Completion, SiFi and/or any contractors it hires will be required to obtain encroachment permits and pay any related permit and inspection fees and comply with all other standard encroachment permit conditions of approval for future maintenance and/or repairs and/or alterations to its System located within the Public Way.

(iv) Participate in regular status meetings for the coordination of all matters related to the System.

(v) Provide efficient and diligent, as specified in Section 2.4, good faith review of all applications for permits submitted by SiFi or its representatives or contractors, including permits or other necessary items for construction work on the System within the Public Way.

(vi) In the event emergency repairs by the City or its contractors in the Public Way are necessary, coordinate the repairs with SiFi, any utilities or other users of the Public Way, in order to facilitate prompt repairs, such coordination to be supervised by the SPOC and the SPOC shall keep SiFi reasonably apprised of the status of such repairs.

(vii) When reasonably able, City will provide SiFi with a least thirty (30) calendar days advance notice of any work in the Public Way that requires the relocation of the System pursuant to Section 7.2(v) below. In addition, where possible, the City will provide SiFi with an opportunity to access the System at the time of the excavation in the Public Way by others. City shall contractually require all City contractors and permittees in the Public Way to maintain the City required insurance and to indemnify the City for any third party claims raised against the City.

(viii) City agrees that SiFi shall have the right, subject to the terms and conditions herein, to construct and maintain the System on recently resurfaced public streets, subject to City's approval, which shall not be unreasonably delayed, withheld or conditioned, upon submission of encroachment permit request. Request shall conform to City's Encroachment Permit's Standard Conditions, including street cut moratorium policy.

(ix) City hereby agrees that access to and from the FAB and/or Toby Box to extend the Drop to a Premise may require an annual Citywide encroachment permit from the City for certain work activities.

(x) City shall not install or construct, or permit the installation or construction of, any structures, improvements or obstructions on or over the System that unreasonably interferes with SiFi Network's access to, use and possession of the System, nor shall City otherwise impede, disturb, interfere with, or restrict, SiFi's access to, use and possession of the System.

7.2 Obligations of SiFi. In addition to all other duties and obligations contained elsewhere in this Agreement, SiFi has the following duties and obligations:

(i) Work closely with the SPOC of the City and relevant City departments with respect to the construction of the System.

(ii) Comply with all requirements of City for permit and Public Way use applications, to the extent they may be required.

(iii) Maintain or provide for the maintenance of the System.

(iv) Attend the City's regular utility coordination meetings regarding upcoming City and other agency projects.

(v) SiFi and its contractors shall register with the State's Dig Alert safe excavation notification system; and

(vi) SiFi shall be responsible, and assume all costs, for any relocation or protection of any part of the System in the event the relocation or protection of the System is necessary due to changes in any Public Way resulting in Conflict (as defined below) at any time during the Term of this Agreement. Further, SiFi agrees that if any portion of the System interferes due to Conflict with the future surface use of the Public Way by the general public, SiFi will, at SiFi's own expense, remove or relocate to a location reasonably satisfactory to the City Engineer such portion of the System. If any City improvement to the Public Way requires the relocation or removal of an any portion of the System due to Conflict, provided City has made reasonable efforts to avoid such relocation or removal of the System, SiFi shall relocate or remove the affected portion of the System as directed by the City Engineer at SiFi's sole expense, except as otherwise provided by State laws. When such relocation is so required due to Conflict, the City Engineer shall give SiFi a written demand, specifying that the affected portion of the System shall be relocated within the Public Way to a satisfactory location provided by the City Engineer and a reasonable time within which the portion of the system shall be relocated or removed. In determining what is a reasonable time for the purposes of this paragraph, the City Engineer shall take into consideration the nature of the encroachment, the urgency of the need for its removal, the cost of its removal, the difficulty of its removal, the value of the intact property to the owner, and other facts specific to the particular situation.

(vii) SiFi shall not be required to relocate for any routine curb and gutter and sidewalk maintenance and repair including without limitation repair of potholes, milling and repaving of roadways. As long as City's contractors exercise reasonable care, neither City nor City's contractors shall be liable to SiFi for any damages to the System.

Except for the above paragraph and when non-emergency work to be performed by the City or its contractors is reasonably required to be within two inches (2") radius from the SiFi System in accordance with industry standards ("**Conflict**"), City shall provide SiFi with not less than thirty (30) calendar days written notice of such Conflict and City shall

provide all reasonable accommodations including excavating to the SiFi impacted facilities as reasonably requested by SiFi to allow and facilitate coordination with the City contractor in order for SiFi to protect, or to temporarily or permanently relocate the impacted portion of the System; provided that, SiFi shall bear the direct reasonable cost for (i) relocating the affected portion of the SiFi System; and (ii) additional delays or costs incurred by the City for such Conflict work. If SiFi fails to act on such notice of Conflict within thirty (30) calendar days from receipt, City will not be liable to SiFi for any resulting damages to the System. If the City receives less than 30 calendar days' notice of work that needs to be performed, including but not limited to emergency, exigent or reasonably necessary work, City shall provide notice to SiFi of such in a reasonable timeframe, including but not limited to those situations set forth in this subsection (iv). SiFi shall provide as-built plans and location services, and reasonably cooperate with engineers and designers, when requested to facilitate the design of construction projects within the Public Way.

(viii) Provide response times in connection with repairs to be undertaken by SiFi and/or contractors retained by SiFi to establish the necessary personnel levels for required dispatch, repair, inventory, maintenance, and service of the System commencing upon commencement of Construction as follows:

(i) Depending upon the type of fault or the method of identification, the City shall notify SiFi of a suspected fault and the generation of a service ticket. The City shall issue to SiFi one of the following service ticket(s), for which SiFi shall provide the corresponding response time:

(1) Standard Response (“**STANDARD**”)

a) Description: Construction in progress, capital improvement and other such projects impacting or potentially impacting the SiFi System and/or may impact the SiFi System, about which the City is aware of in advance. Examples of such projects include mill and fill projects, side relocations, road reclamation projects, and other similar projects, provided that any such STANDARD repair is subject to the then current State’s DigAlert safe excavation laws and regulations.

b) SiFi’s contractor’s response time:
On-site within thirty (30) calendar days

(2) Non-life-threatening Emergency Response
 (“NON-LTER”)

a) Description: Curb and gutter projects, and utility (including telecommunications) projects requiring relocation, repair, or replacement that are impacted by the SiFi System and/or may impact the SiFi System, provided that any such NON-LTER repair is subject to the then current State’s DigAlert safe excavation laws and regulations.

b) SiFi’s contractor’s response time:
On-site within forty-eight (48) hours.

(3) Life Threatening Emergency Response
 (“LTER”)

a) Description: Break or hit in the main gas, main electric, main water, or main sewer or storm line in the Public Way that has an immediate and direct impact to the traveling safety of the public in or around the Public Way, and wherein the City’s ability to implement repairs are impacted by the SiFi System and/or City repairs may impact the SiFi System.

b) SiFi’s contractor’s response time:
On-site within four (4) hours

(ii) Upon receipt of a service ticket as set forth herein, SiFi will use reasonable efforts to dispatch a technician to the specified fault location as identified by the City. SiFi, working with the City, will then make the determination as to whether the technician will proceed with the repair(s) if possible, wait for arrival of a City contractor, if necessary, for investigation and/or repair of work, or leave the site.

(ix) No later than prior to commencement of construction, SiFi will provide City with evidence of funding for the project.

SECTION 8

8. **Breach; Rights and Remedies; Termination; Indemnification.**

8.1. **SiFi Breach or Default.** In the event the City believes that SiFi has not complied with or is otherwise in default with regard to any material term of this Agreement the City shall

promptly notify SiFi in writing with specific details regarding the exact nature of the alleged noncompliance or default (a “**City Breach Notice**”).

8.1.1 **SiFi’s Right to Cure or Respond.** SiFi shall have thirty (30) calendar days from its receipt of a City Breach Notice (the “**Initial SiFi Cure Period**”) to:

(i) respond to the City, contesting the assertion of noncompliance or default and in such event, the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) calendar days of SiFi’s response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity to resolve such contest; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the Initial SiFi Cure Period, so long as SiFi initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies the City of the steps being taken and the projected date that they will be completed, the Initial SiFi Cure Period shall be extended for a reasonable amount of time to permit such cure, but not to exceed sixty (60) calendar days from SiFi’s receipt of a City Breach Notice (the “**Extended SiFi Cure Period**” and together with the Initial SiFi Cure Period, the “**SiFi Cure Period**”).

8.1.2 City Rights and Remedies.

(i) Except as provided in Sections 8.1.2(ii), (iii) and (iv) below which shall control in connection with the events described therein, if SiFi fails to cure any actual noncompliance or default as provided in Section 8.1.1(ii) above within the SiFi’s Cure Period, the City may:

(a) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;

(b) seek money damages from SiFi;

(c) hire a contractor to complete repairs/work and SiFi to pay actual market costs plus overhead; or

(d) in the event of the breach of, noncompliance with or default under any material term of this Agreement, terminate

this Agreement and seek any and all rights and remedies available to it at law or in equity.

- (ii) Subject to Section 10.2 below, in the event SiFi fails to commence Construction on or before the Construction Commencement Deadline in accordance with Section 4.1 above and subsequently fails to commence Construction within the SiFi Cure Period, the City may terminate this Agreement by written notice to SiFi and neither Party shall have any liability or obligation under this Agreement.

(iii) Subject to Section 10.2 below, in the event SiFi fails to complete construction of the System by the Construction Completion Deadline in accordance with Section 4.1 above and subsequently fails to complete said construction within the SiFi Cure Period, the City may (i) terminate this Agreement by written notice to SiFi, in which event neither Party shall have any liability or obligation under this Agreement; or (ii) permit SiFi to continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement; provided, however the City shall have authority over all extensions of the FON in the Public Way. In the event City elects to permit SiFi to continue all network operations, such permission may include mutually agreed and executed amendments of this Agreement. In addition, prior to such termination by City, the City and SiFi shall meet in person or by video meeting, and both SiFi and the City shall both utilize good faith efforts to resolve any dispute. SiFi shall at all times retain ownership of the System unless abandoned under Section 2.1.2.

(iv) Subject to Section 10.2 below, at any time after Partial Operation is achieved, in the event no internet, voice, data, or video service of any kind is capable of being provided over the System for a period, but excluding the duration of any Force Majeure per Section 10.2, in excess of ten (10) consecutive days and SiFi fails to restore such capability within the SiFi Cure Period, the City may terminate this Agreement by written notice to SiFi. In addition, prior to such termination by City, the City and SiFi shall meet in person or by video meeting, and both SiFi and the City shall utilize good faith efforts to resolve any dispute. SiFi shall at all times retain ownership of the System unless abandoned under Section 2.1.2.

- (v) Notwithstanding anything to the contrary in this Agreement, in no event shall the City be permitted to terminate this Agreement for breach by SiFi, if such breach was caused by the City.
- (vi) Require SiFi to remove any above ground infrastructure and restore pavement to its original condition

8.2 **City Breach or Default.** In the event SiFi believes that the City has not complied with or is otherwise in default with regard to any term of this Agreement, SiFi shall promptly notify the City in writing with specific details regarding the exact nature of the alleged noncompliance or default (a “**SiFi Breach Notice**”). The failure to promptly provide such notice, however, shall not act as a waiver of any rights and remedies of SiFi hereunder unless and only to the extent that the City is materially prejudiced by such failure.

8.2.1 **City's Right to Cure or Respond.** The City shall have (30) calendar days from its receipt of a SiFi Breach Notice (the “**City Cure Period**”) to :

(i) respond to SiFi, contesting the assertion of noncompliance or default and in such event, the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) calendar days of the City’s response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity to resolve such contest; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable, but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the City Cure Period, so long as the City initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies SiFi of the steps being taken and the projected date that they will be completed, the City Cure Period shall be extended for a reasonable amount of time to permit such cure, but not to exceed sixty (60) calendar days from the City’s receipt of a SiFi Breach Notice (the “**Extended City Cure Period**”); provided further, however, no Extended City Cure Period shall apply to a Permit Issuance Breach.

8.2.2 **SiFi Rights and Remedies.** If the City fails to cure any actual noncompliance or default as provided in Section 8.2.1(ii) above within the applicable City Cure Period, SiFi may:

(i) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages; and

(ii) in the event of the breach of, noncompliance with or default under any material term of this Agreement, terminate this Agreement and seek any and all rights and remedies available to it at law or in equity.

8.3 **Additional Rights to Terminate.**

8.3.1 At any time prior to commencing Construction or in the event the City fails to comply with the requirements of the Agreement, SiFi

shall have the immediate right, at its option, upon written notice to the City to terminate this Agreement and shall be entitled to any and all other rights and remedies available to it at law or in equity.

8.3.2 A Party shall have the right, at its option, upon notice to the other Party to terminate this Agreement if the other Party becomes (i) insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (ii) subject to any bankruptcy or insolvency proceeding under federal, state or foreign statutes which is not rescinded or dismissed within thirty (30) days.

8.4 **Indemnification.**

SiFi shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner which actually or allegedly arise out of or are incident to any alleged acts, omissions, negligence or willful misconduct of SiFi, its officials, officers, employees, agents, and contractors/subcontractors arising out of or in connection with the performance under this Agreement including use or occupancy of the Public Way, and operation and use of the System, or non-compliance with any federal or state telecommunications laws, including without limitation the payment of all attorney's fees and other related costs and expenses except where caused by the active negligence, sole negligence, or willful misconduct of the City its officers, officials, employees and volunteers. SiFi shall defend, at its own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, representatives, consultants, agents or volunteers. SiFi shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. SiFi shall reimburse the City, its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. SiFi's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City its officials, officers, employees, agents or volunteers. In no event shall City be liable for any damage or cost arising out of the failure of the System to provide Services except for failures directly caused by City's acts or omissions.

8.5 **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE

WHATSOEVER, INCLUDING ANY LOST SAVINGS OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EQUITY AND DEBT HOLDERS, PARTNERS, EMPLOYEES, CONTRACTORS AND REPRESENTATIVES AND THEIR HEIRS, SUCCESSORS AND ASSIGNS, FROM CLAIMS FOR ANY SUCH DAMAGES. SiFi aggregate liability under this Agreement shall be limited to seven million dollars (\$7,000,000). Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 8.5 will survive expiration or termination of this Agreement.

SECTION 9

9. Disputes.

9.1 If the Parties fail to mutually and promptly resolve, all claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be decided in a court of law. The sole and exclusive venue for all claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be the United States District Court in Orange County.

SECTION 10

10. Miscellaneous Provisions

10.1 **Assignment.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and assigns as provided herein. Except as provided otherwise herein, neither Party shall be permitted to assign, sell or transfer this Agreement, or its rights and duties under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. SiFi shall have the right to assign, novate, sell, encumber, or transfer this Agreement and the System or any part thereof, only with the consent, which shall not be unreasonably withheld, conditioned, or delayed, of the City to SiFi's principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of the SiFi's assets in the market by reason of a merger, acquisition, or other business reorganization, provided such assignee, purchaser, or transferee has all appropriate licenses, to the extent SiFi's licenses, permits and approvals cannot be assigned or transferred, for the operation, management, and maintenance of the facilities contemplated herein and sufficient financial resources to fulfill all applicable terms and obligations under this Agreement. At least thirty (30) days prior to the effective date, or as soon as practicable, of any such assignment, sale or transfer, SiFi shall provide City with a fully executed copy of the assignment, sale or transfer document, signed by both SiFi and assignee/purchaser/transferee, indicating the assignee's/purchaser's/ transferee's assumption of all of SiFi's performance duties, liabilities and obligations under this Agreement. SiFi shall not be relieved of its performance duties, liabilities or obligations under this Agreement until City is in receipt, of a fully executed copy of the document evidencing such assignment of the obligations herein and the assignee's/purchaser's/transferee's assumption of SiFi's performance duties,

liabilities, and obligations under this Agreement. Otherwise, SiFi may not otherwise assign this Agreement or the System without City's consent, City's consent not to be unreasonably withheld, conditioned, or delayed. Upon any such fully executed assignment, sale, transfer, or novation, SiFi shall be released from all obligations and liabilities under this Agreement from and after the date of such assignment. SiFi shall give the City fourteen (14) days' advance notice of such assignment, sale, transfer or novation disclosing the identity of the Person to whom it has been assigned, transferred, sold or novated. The City agrees, upon request, to promptly deliver (and in no event later than ten (10) days after request by SiFi) to SiFi an estoppel certificate addressed to the assignee, buyer or transferee designated by SiFi, affirming for the benefit of such buyer, assignee or transferee the following (to the extent that the following are then true): the Agreement is in full force and effect; SiFi is not in default thereunder; and such other matters as such assignee, buyer or transferee may reasonably request.

10.2 **Force Majeure.** Except as otherwise expressly set forth in this Agreement, SiFi will not be held in default under, or in breach or noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Agreement), where such noncompliance or alleged defaults occurred or were caused by any of the following events (each a "**Force Majeure Event**"): (i) labor strike, riot, war, earthquake, flood, hurricane, pandemic, drought, tornado, or other acts of nature that materially interfere with SiFi's ability to perform its obligations under this Agreement; (ii) failure of utility service necessary to construct the System; and (iii) any governmental, administrative or judicial order that prohibits SiFi from constructing the System, provided that said order is issued in connection with events or circumstances beyond SiFi's reasonable control. Force Majeure Events also include work delays caused by waiting for (i) utility providers to service or monitor their own utility infrastructure on which SiFi's fiber optic cable and/or equipment may be deployed; (ii) the unavailability of materials and/or reasonably qualified labor to perform the work, provided that SiFi has undertaken commercially reasonable efforts to obtain such materials and/or qualified labor; or (iii) third parties' acts or omissions within the Public Way which materially interfere with SiFi's ability to perform its obligations under this Agreement. SiFi shall promptly give written notice to the City of the occurrence of any Force Majeure Event and the end of the Force Majeure Event.

10.3 **Notice.** All notices and communications hereunder shall be in writing and shall be served upon the other party by hand delivery, nationally recognized overnight delivery service, United States certified mail, return receipt requested, or by electronic mail and addressed as follows:

IF TO THE CITY:
City of Lake Forest,
City Hall
100 Civic Centre Drive,
Lake Forest, CA 92630
Attn: Thomas Wheeler
Email: twheeler@lakeforestca.gov

With a courtesy copy to:

Best Best & Krieger LLP
ATTN: Matthew Richardson

18101 Von Karman Ave., Suite 1000
Irvine, CA 92612
Email: Matthew.Richardson@bbklaw.com

IF TO SIFI:

SiFi Networks Lake Forest LLC
103 Foulk Road, Suite 500
Wilmington, DE 19803
Email: NOTICES@SiFiNetworks.com

or to such other address as such Party may hereafter specify for the purpose by notice to the other Party in the manner provided in this Section 10.3. All such notices, requests and other communications will be deemed received on the date of receipt if received prior to 5 p.m. on any business day in the place of receipt. Otherwise, any such notice, request or communication will be deemed not to have been received until the next succeeding business day in the place of receipt. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice.

10.4 **Entire Agreement.** This Agreement, including all Exhibits, embodies the entire understanding and agreement of the City and SiFi with respect to the subject matter hereof. This Agreement supersedes all other agreements whether written, verbal, or otherwise between SiFi and the City with respect to the subject of this Agreement.

10.5 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement (which other terms and provisions shall remain in full force and effect) or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.6 **Governing Law; Venue.** This Agreement shall be deemed to be executed in the State of California and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of California as applicable to contracts entered into and performed entirely within the State of California, irrespective of conflict of laws principles. Venue shall be the U.S. District Court in Orange County.

10.7 **Modification.** This Agreement shall not be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the City and SiFi. For the avoidance of doubt, this Agreement cannot be amended or modified orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to amend or modify this Agreement in whole or in part.

10.8 **No Third Party Beneficiaries.** Nothing in this Agreement or in any prior agreement is or was intended to confer third party beneficiary status on any party or Person not a party to this Agreement including a member of the public.

10.9 **No Waiver of Rights.** Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural that SiFi or the City may have under federal or state law unless such waiver is expressly stated herein.

10.10 **No Rights to the System.** The City expressly agrees that, except as expressly set forth in this Agreement, it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the System, throughout the term of this Agreement. Except as provided in Section 8.1.2 (iii) and Section 8.1.2 (iv) above, SiFi shall, at all times, retain title to and ownership of the System and all future extensions of the System, and shall have the right to lease the System or parts thereof to a provider of internet, data, voice, video and other services.

10.11 **Representations and Warranties.**

10.11.1 The City represents and warrants to SiFi that: (a) it has full authority (including the authority required by any applicable law, ordinance, rule or regulation) to enter into and perform this Agreement and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the right, power and authority of the City and have been duly authorized by all necessary action on the part of City, (b) this Agreement has been duly executed and delivered by the City and it constitutes a legal, valid and binding agreement of the City enforceable against the City in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity) and (c) the execution and delivery of this Agreement by the City and its performance hereunder and thereunder will not violate any law, ordinance, rule, or regulation applicable to the City.

10.11.2 SiFi represents and warrants to the City that: (a) it has full authority to enter into and perform this Agreement and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby are within the power and authority of SiFi and have been duly authorized by all necessary action on the part of SiFi, (b) this Agreement has been duly executed and delivered by SiFi and it constitutes a legal, valid and binding agreement of SiFi enforceable against SiFi in accordance with its terms (except as enforcement may be limited by applicable bankruptcy,

insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity); (c) the execution and delivery of this Agreement by SiFi and its performance hereunder and thereunder will not violate any law, rule, or regulation applicable to SiFi; and (d) prior to the Construction Commencement Deadline, SiFi will provide to City a letter from SiFi's financial partners evidencing financial commitment to achieve Substantial Completion.

10.11.3 SiFi represents and warrants and covenants to City as follows:

(a) As of the Effective Date SiFi is a limited liability company organized and existing under the laws of the State of Delaware, and is duly qualified to transact business and is in good standing in the State of California;

(b) Labor Standards. SiFi is aware of the requirements of California Labor Code sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq. (the "Prevailing Wage Laws"). SiFi agrees to comply with such Prevailing Wage Laws with respect to any work under this Agreement which constitutes, or is determined by the Department of Industrial Relations or by a court to be, a "public works" project under California law. Accordingly, SiFi shall also defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless pursuant to the indemnification provisions of this Agreement and from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws in connection with this Agreement.

(c) As of the Effective Date SiFi has and for the Term, SiFi will apply commercially reasonable efforts to secure the financial, technical and legal capability to perform its obligations under this Agreement and its performance under this Agreement shall be in compliance with all applicable federal, state and local laws and government rules and regulations including telecommunications laws and Prevailing Wage Laws applicable to SiFi.

(d) As of the Effective Date SiFi represents that (i) it is not a public utility; (ii) it does not hold and, to the best of its knowledge, is not legally required to hold any certificate of public convenience and necessity (CPCN), video services franchise issued pursuant to the Digital Infrastructure and Video Competition Act (DIVCA), or any other authorization from the California Public Utilities Commission or the Federal Communications Commission; (iii) it is not currently offering and does not intend to offer telecommunications, video or cable services within the Boundary, and (iv) it is not claiming and does not intend to claim any rights, privileges, or protections under state or federal law as a public utility, a provider of telecommunications services, a franchised telephone company under Public Utility Code Sections 7901 and 7901.1, or a holder of a video services franchise issued pursuant to DIVCA, and

(e) SiFi, if and when served, will promptly provide written notice to the City if any state or federal regulator or other person initiates a lawsuit or proceeding challenging or questioning the accuracy of any of the representations in (c) and (d) above or if SiFi intends to voluntarily change its regulatory status described in (d) above.

(f) Notice Related to Regulatory Compliance. In the event SiFi is found by any state or federal regulator to not be in compliance with then current applicable state or federal telecommunications laws, SiFi shall promptly notify the City in writing and obtain approvals or authorizations needed to come into compliance with such laws. If SiFi fails to come into compliance with such laws within a reasonable period as required or allowed by the applicable regulatory body, the City may suspend performance of its obligations, terminate the Agreement or require renegotiation to limit the scope of activities to those that are authorized by law. If SiFi provides notice to the City pursuant to (e) that it intends to voluntarily change its regulatory status described in (d) above, the City may require renegotiation of this Agreement.

10.12 **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either SiFi or the City.

10.13 **No Partnership.** Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the City and SiFi or any other relationship other than a contractual relationship as expressly set forth in this Agreement. Neither Party shall in any manner act or indicate to any third party that is acting as the agent of the other Party. SiFi shall at all times remain an independent contractor. Neither Party shall control or direct the day-to-day affairs of the other Party, or their mode or method of performing their respective obligations hereunder.

10.14 **Headings.** The headings and captions of this Agreement are solely for the convenience of the Parties and shall not be deemed to modify or vary any of the substantive terms thereof.

10.15 **Construction.** Each of the Parties acknowledge that each Party to this Agreement has been represented by counsel in connection with this Agreement. Legal or equitable principles that might require the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement and is expressly waived. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, and clauses are to Articles, Sections and clauses of this Agreement unless otherwise specified. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they will be deemed to be

followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

10.16 **Counterparts.** This Agreement may be signed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signatures were upon the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10.17 **Further Assurances.** Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this Agreement.

10.18 **No Waiver.** No provision of this Agreement may be waived unless such waiver is in writing and signed by the Party against whom the waiver is to be effective. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

10.19 **Attorney’s Fees.** If either Party brings a legal or equitable proceeding against the other Party which arises in any way out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees and all other reasonable costs and expenses incurred in that proceeding.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Franchise Agreement to be executed as of the day and year stated above.

**CITY OF LAKE FOREST, a California
Municipal Corporation**

By: _____
Robert Pequeno, Mayor

Dated: _____, 2022

ATTEST:

City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Matthew Richardson

AE0F8B7C7BDD40D...
City Attorney

SIFI NETWORKS LAKE FOREST LLC,

a Delaware limited liability company

Dated: _____, 2022

By: _____
DocuSigned by:
Scott Bradshaw
13321701E7E7458...
Its: _____
DocuSigned by:
Scott Bradshaw
13321701E7E7458...

EXHIBIT A
FACILITIES SPECIFICATIONS

EXHIBIT A

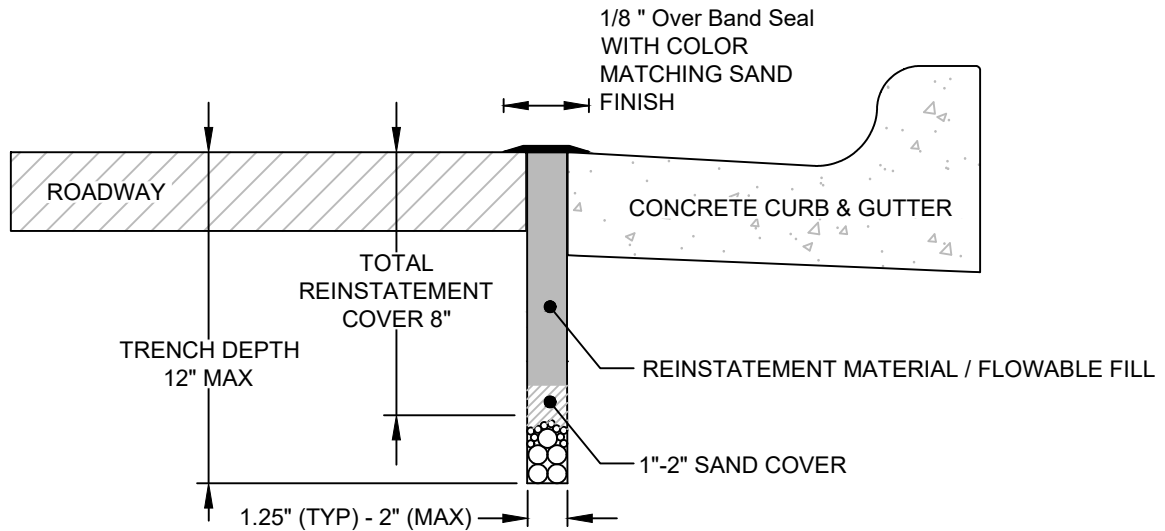
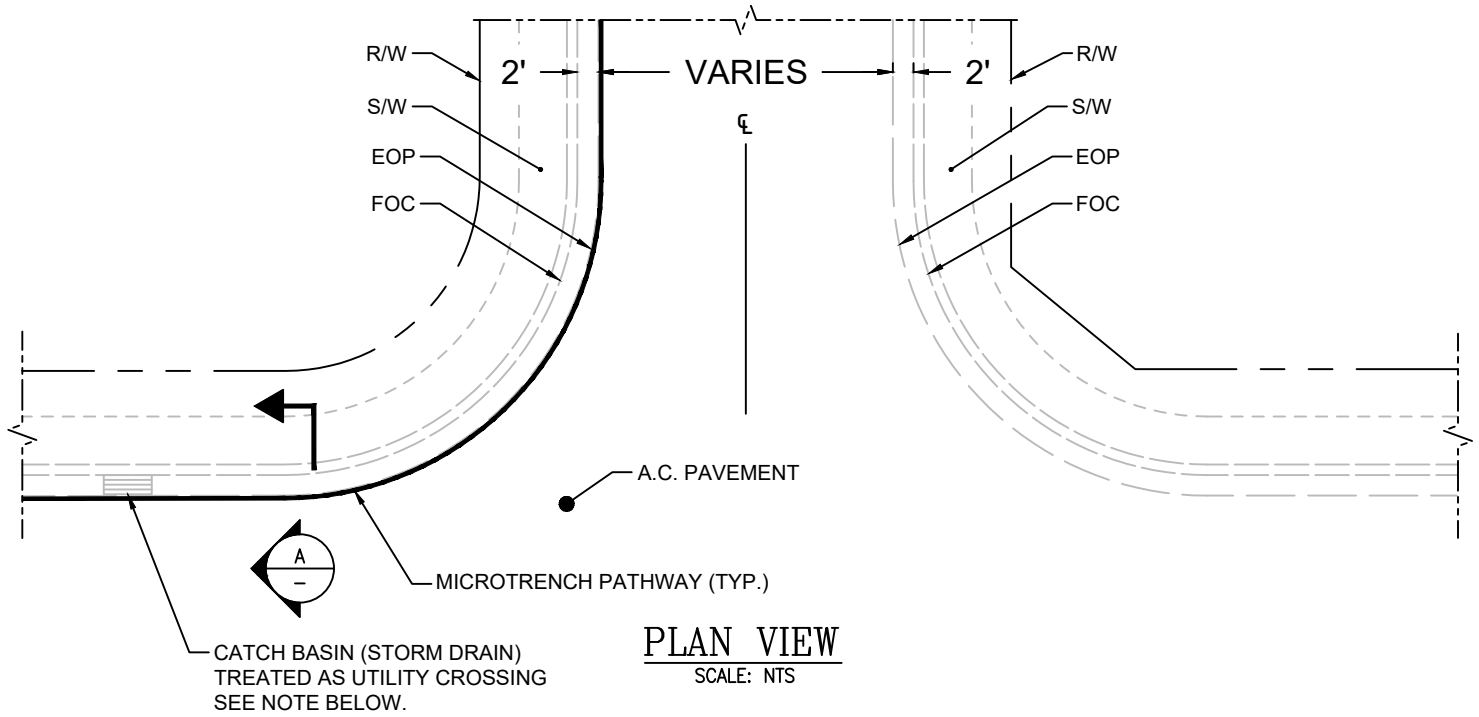
SPECIFICATIONS-SHELTERS-CABINETS
FIBER CITY TYPICAL SPECIFICATIONS
4/5/2022



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ROADWAY WITH A CURB RETURN



ROADWAY
WITH A CURB
RETURN

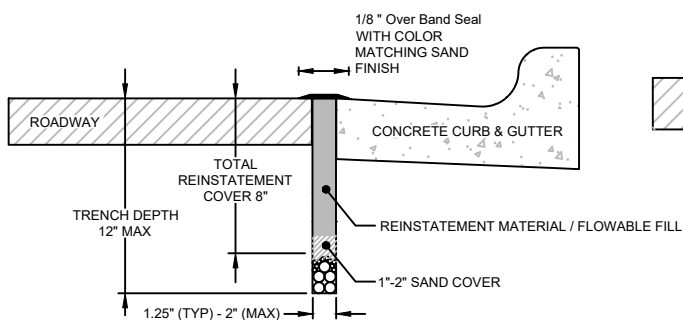
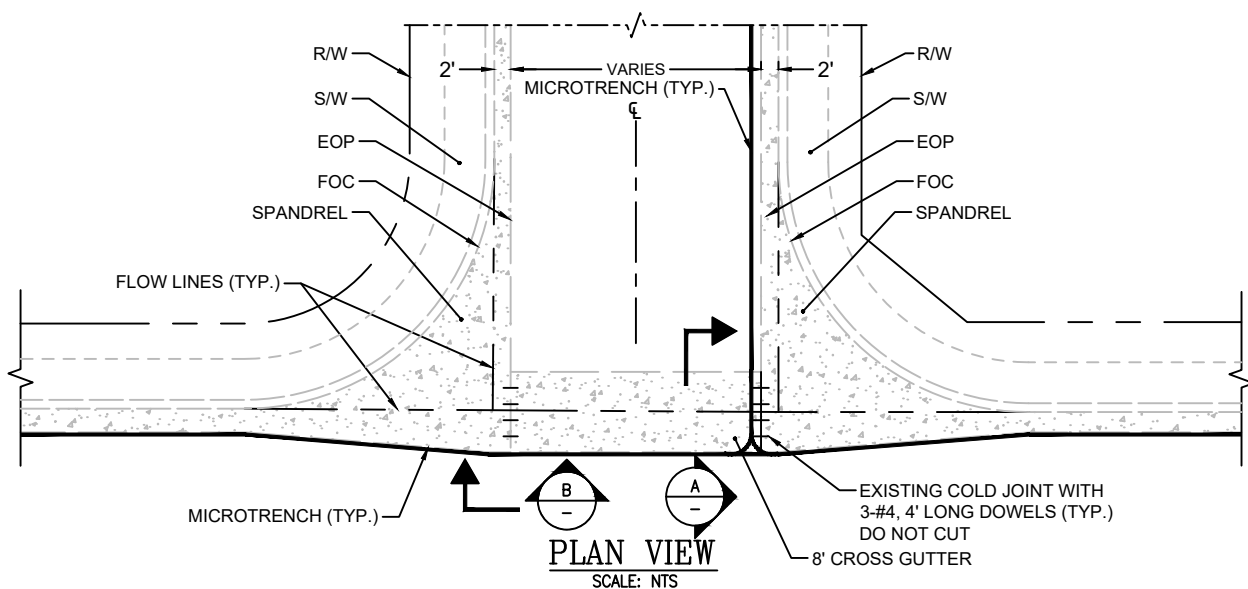
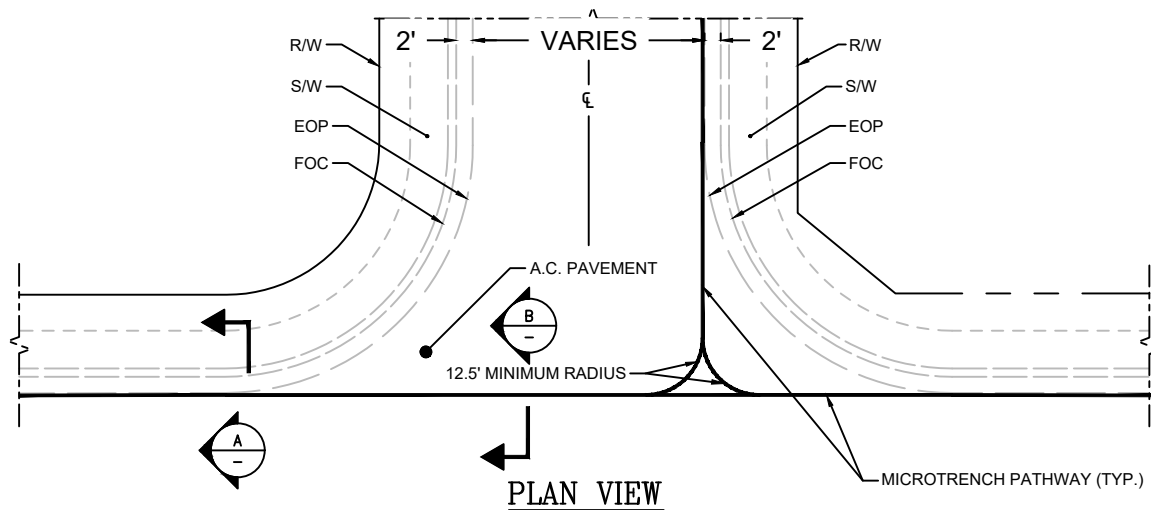
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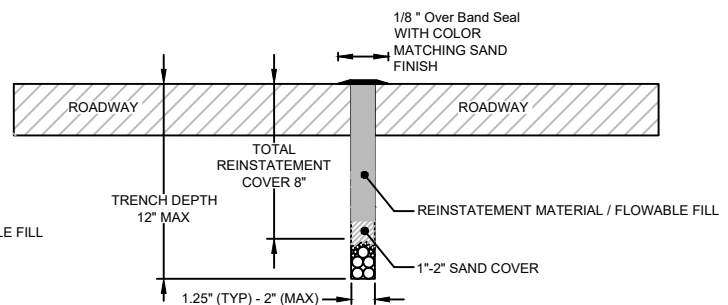
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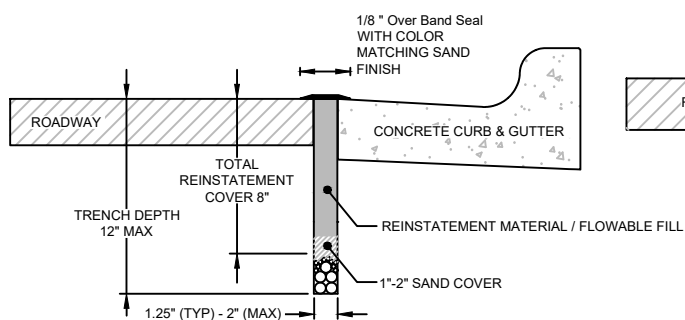
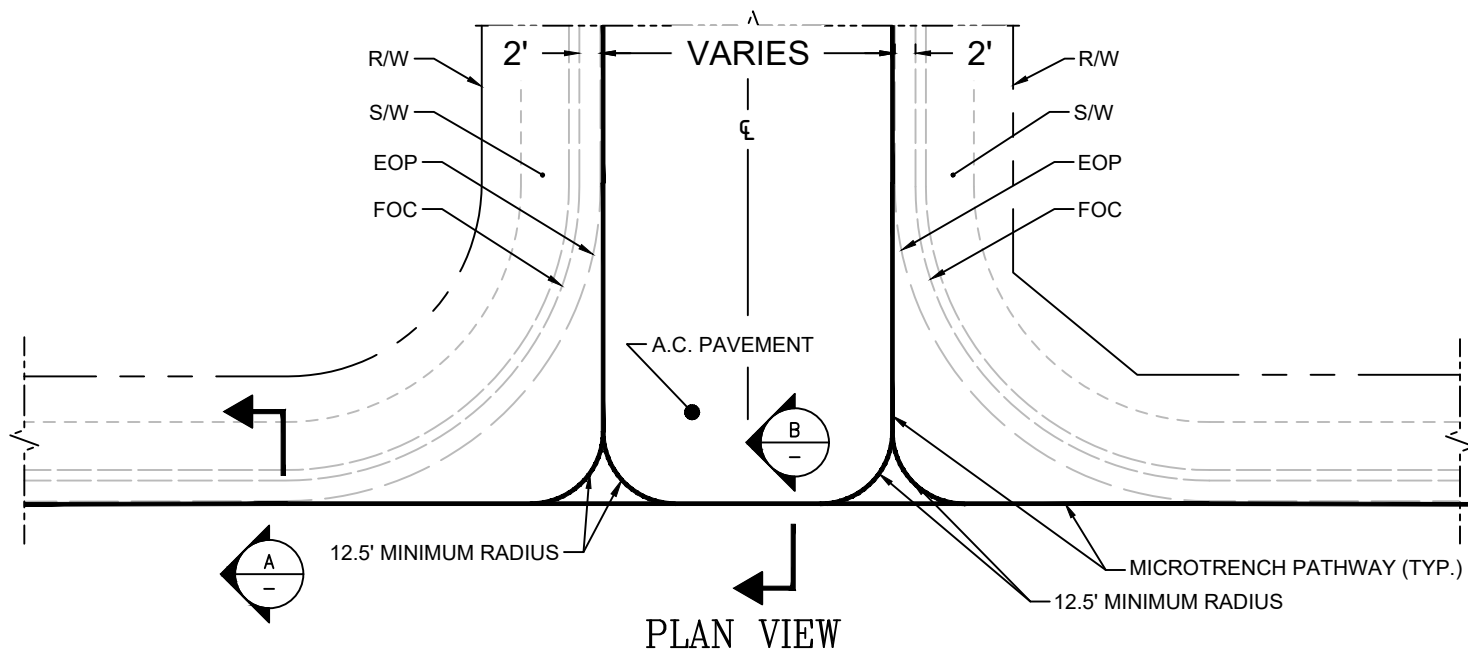
SECTION VIEW A-A



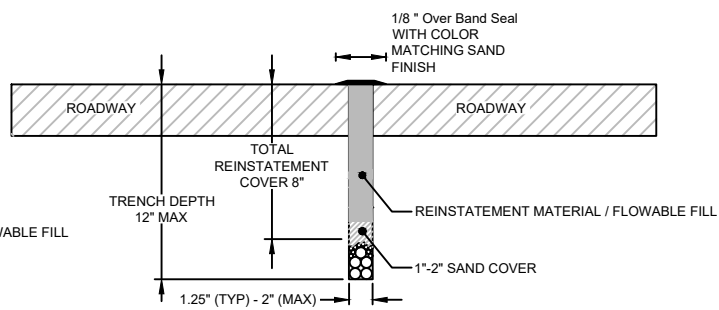
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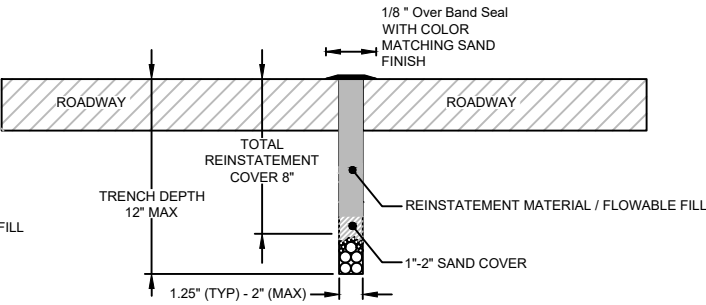
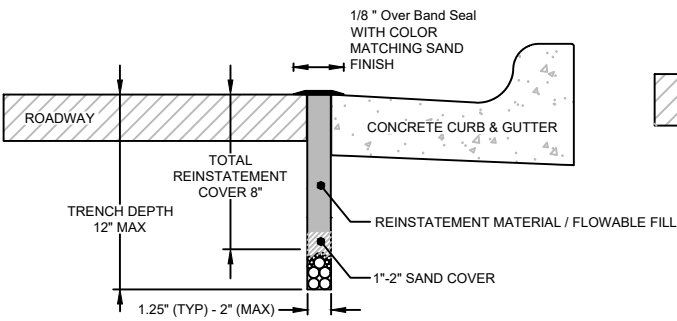
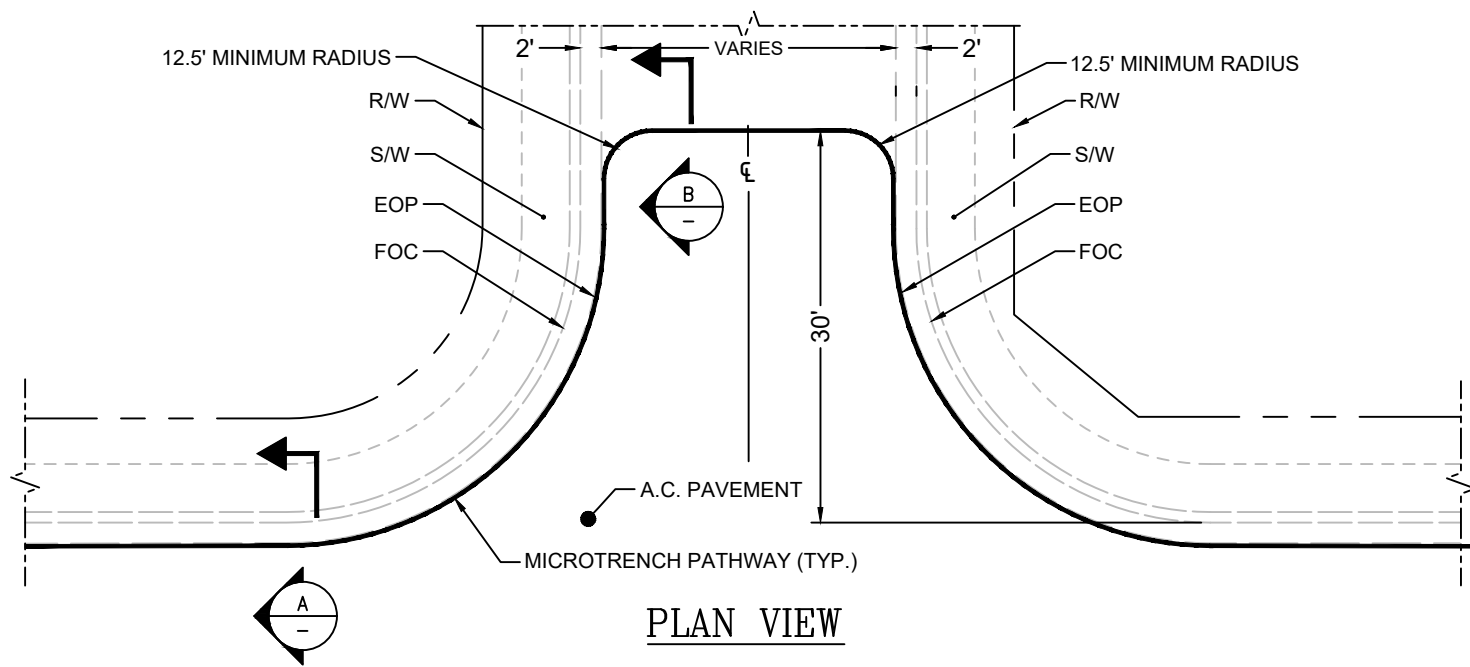


SECTION VIEW A-A



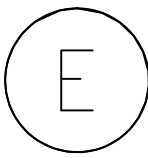
SECTION VIEW B-B

ROADWAY CROSSING

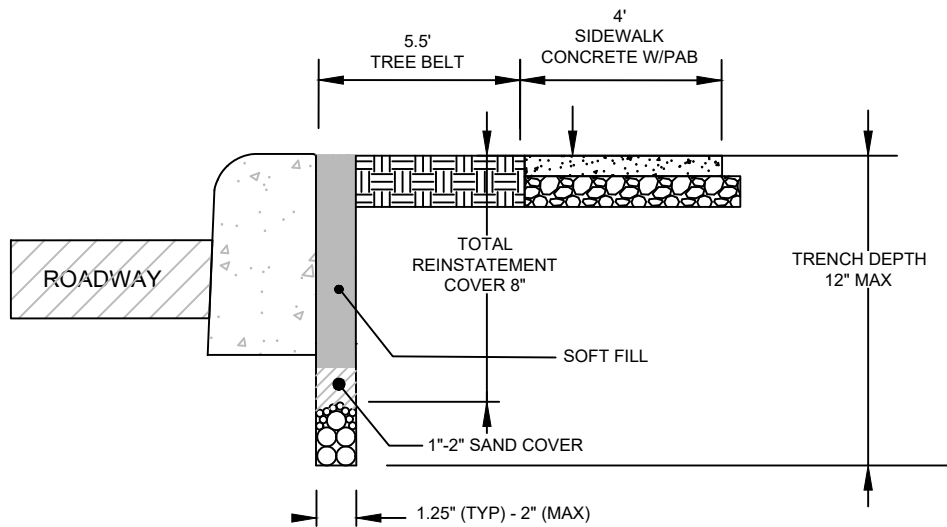
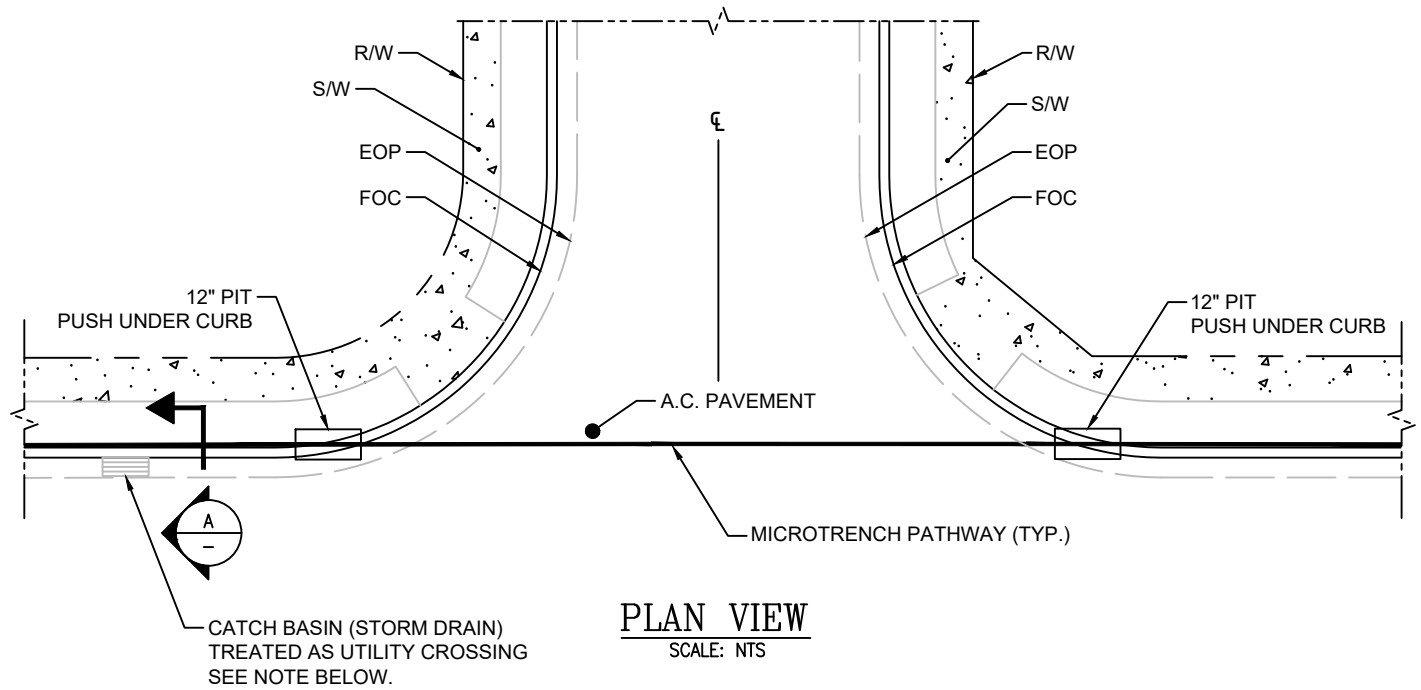


ROADWAY
CROSSING

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NOT TO SCALE			



ASPHALT ROAD CROSSING FROM BACK OF CURB



ASPHALT ROAD
CROSSING FROM
BACK OF CURB

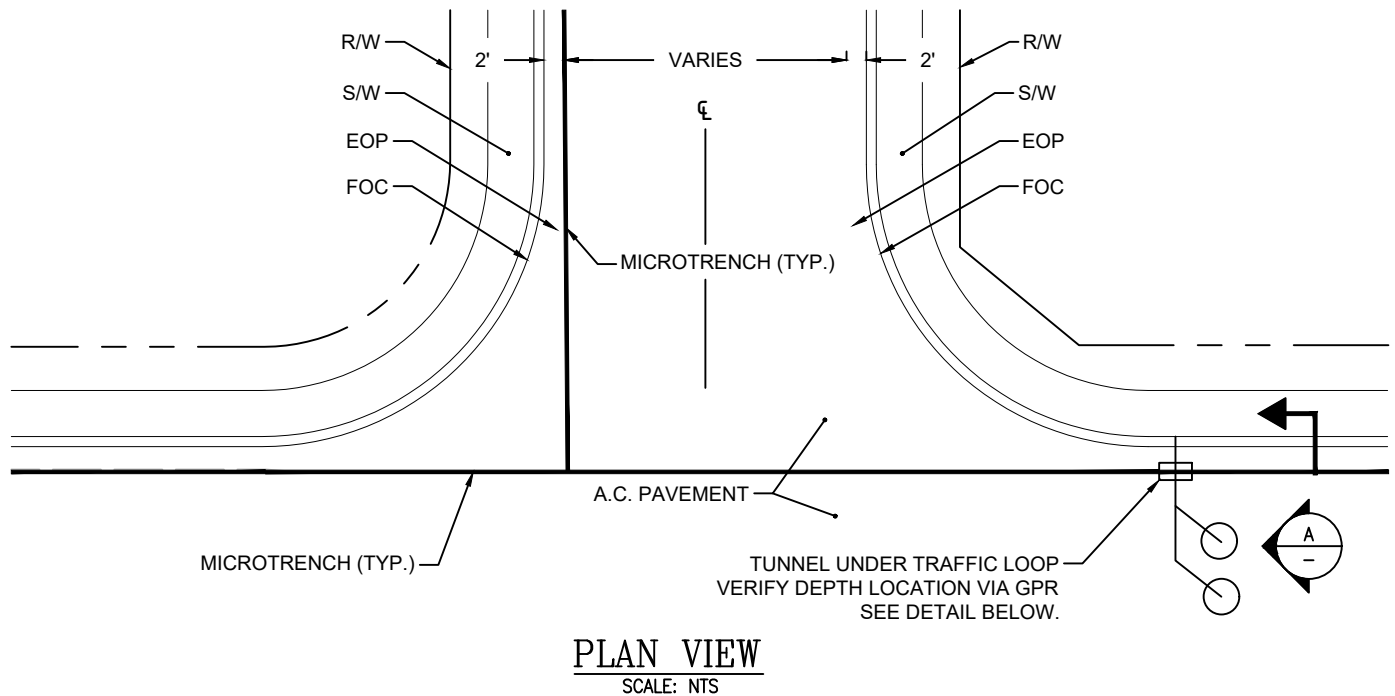
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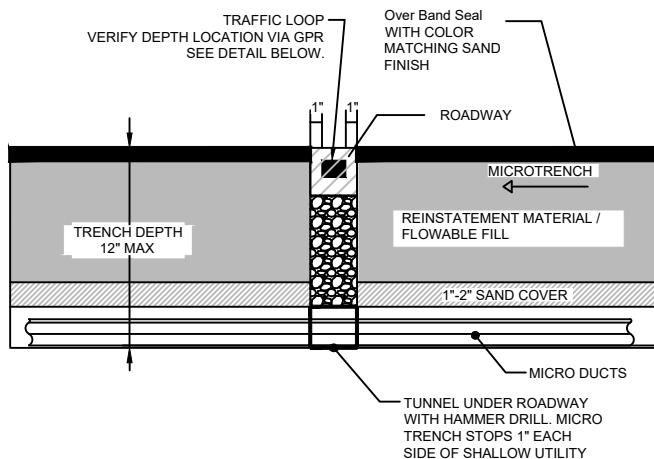
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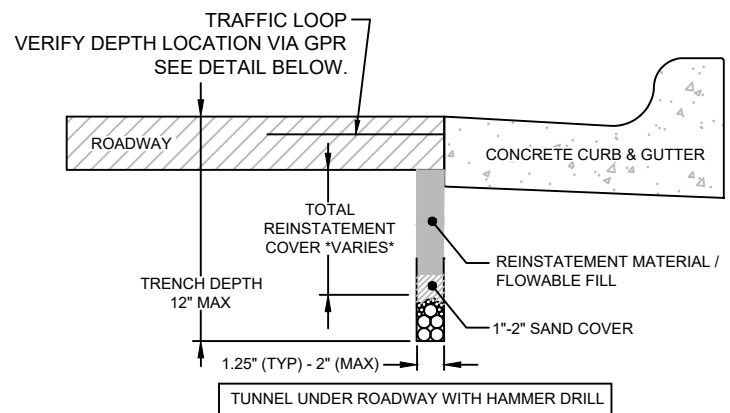
G



PLAN VIEW
SCALE: NTS



PROFILE



SECTION VIEW A-A

STANDARD CHAMBER/INLET PROTECTION

FEATURES:

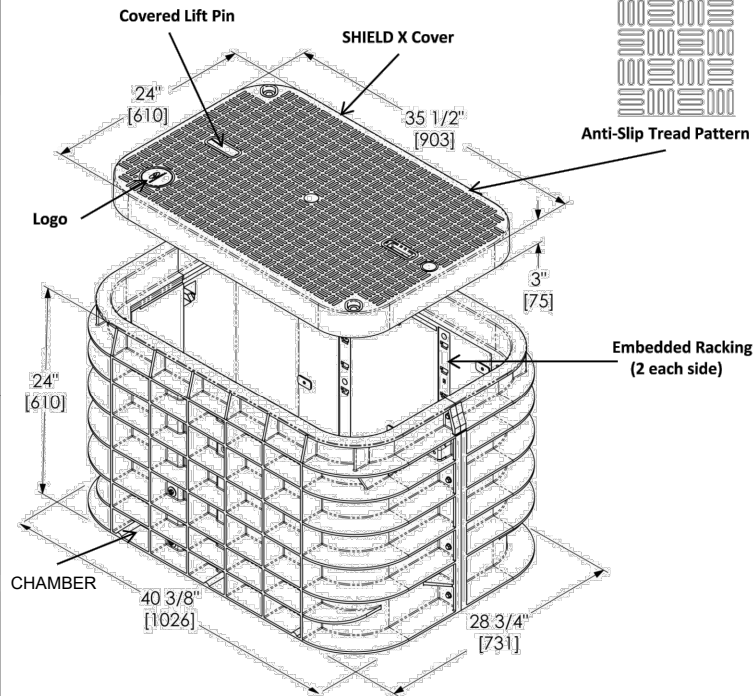
- 24" X 36" X 24" (open floor) (actual dimensions on drawing)
- CHAMBER – SHIELD X COVER- Tier 22 Load Rated (ANSI/SCTE 77: 2013)
- (2) Cover locking Auger bolts, Hex (9/16") or Penta (7/8") head with washer
- (2) Non-Seizing Fastening System, Field Replaceable
- (4) Embedded Composite Rack Support
- (2) Lifting slot equipped with stainless steel pin (slot is approximately 2 3/4"x3/4")
- (2) Winterized Cable Drop slide (1 1/4" X 1 1/4")
- (1) Logo Disk

WEIGHT & SHIPPING:

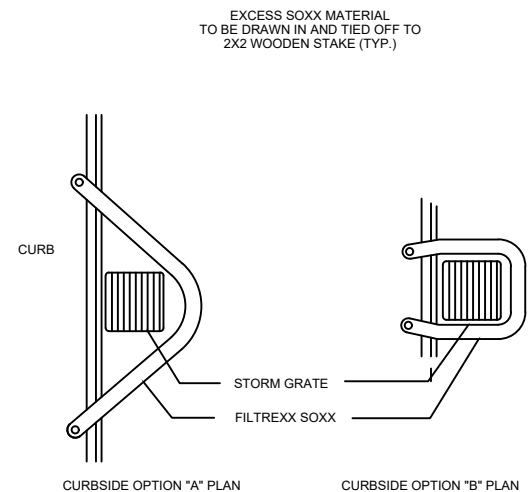
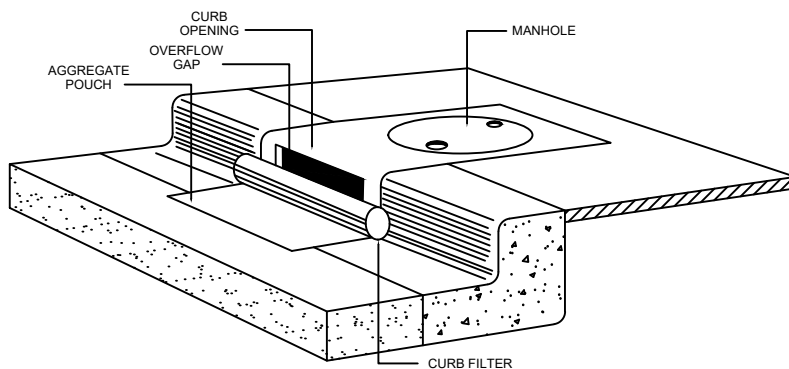
- Cover Weight: 47 lbs
- Box Weight: 55 lbs
- Assembly Weight : 102 lbs

PERFORMANCE TESTING:

- ANSI/SCTE 77: 2013 - TIER 22 Rated (33,750 lbs)
- AS3996 – Class C
- EN124 Class B125
- ASTM C1028-07 & AS-4586 (Slip Resistance)
- 10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
- ASTM D635-06 (Flammability)



Inside Dimensions		
Length	Width	Depth
34 3/8" [873]	22 3/4" [578]	21" [533]



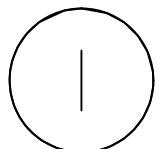
INLET PROTECTION



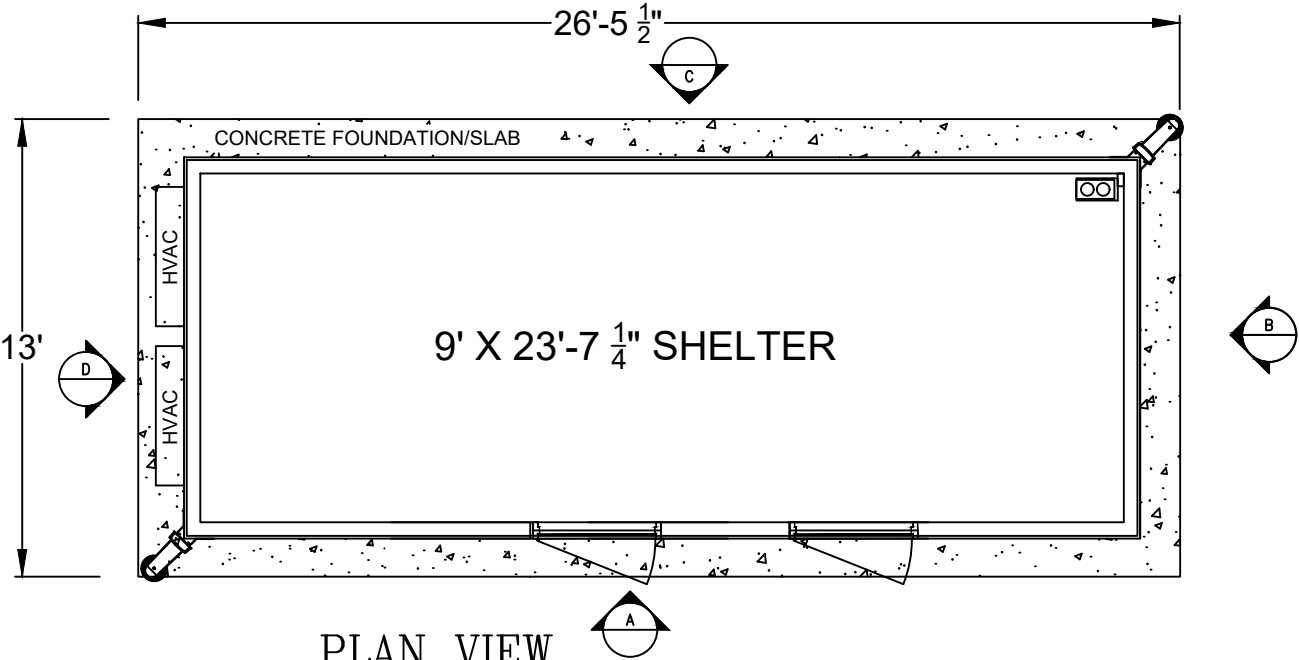
STANDARD CHAMBER/INLET PROTECTION

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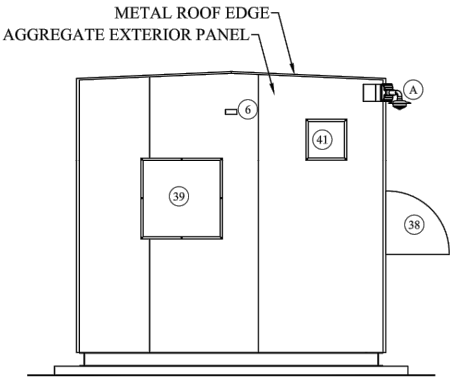
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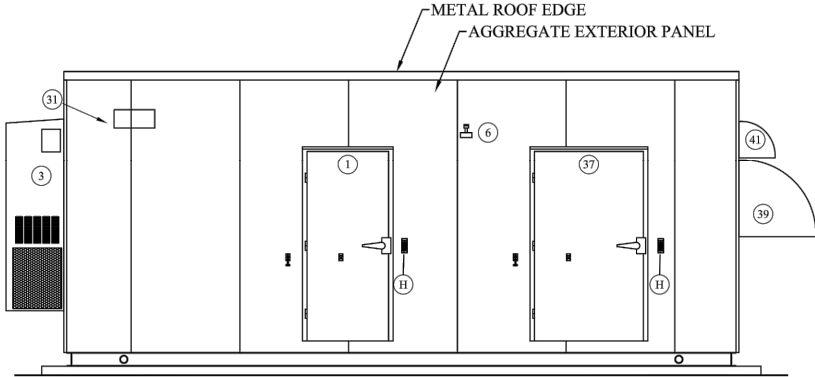
TYPICAL AGGREGATION SHELTER



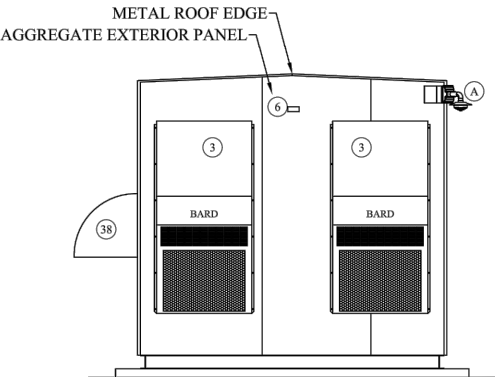
PLAN VIEW



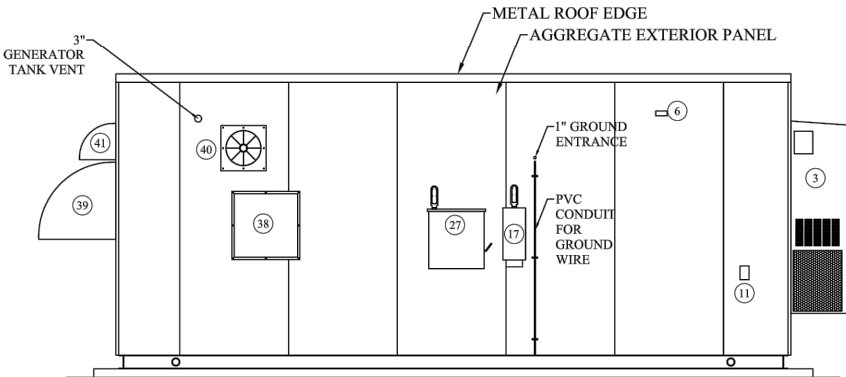
WALL "B"



WALL "A"



WALL "D"



WALL "C"



TYPICAL
AGGREGATION
SHELTER

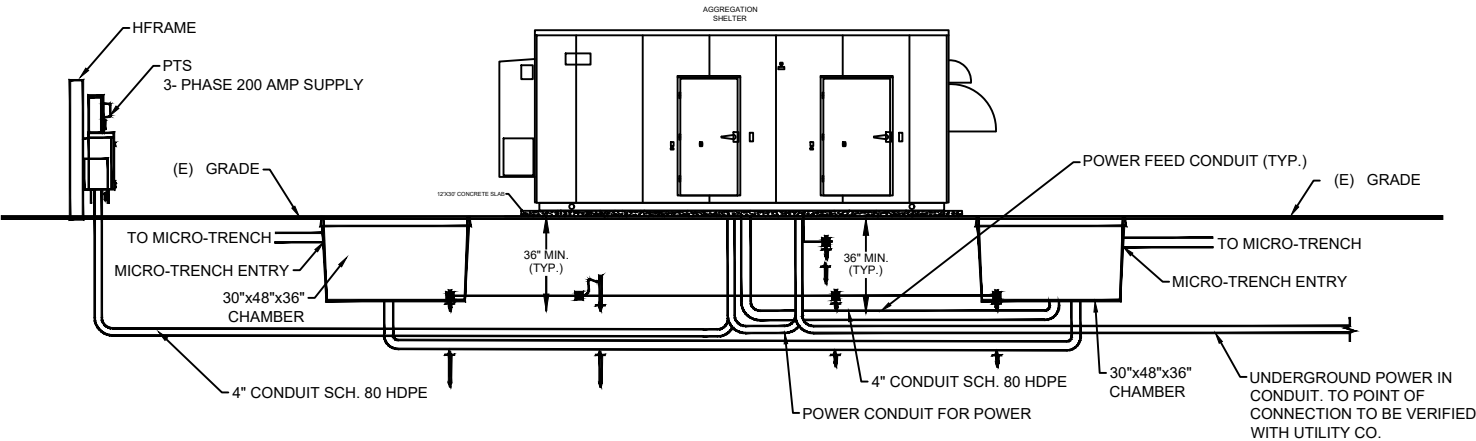
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STD DWG			
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J



TYPICAL AGGREGATION SHELTER ELEVATION VIEW

MICRO TRENCH ENTRY NOTE:
• 4" DIAMETER PENETRATION
• 9" DOWN FROM TOP OF CHAMBER
• 6" IN FROM CORNER OF CHAMBER

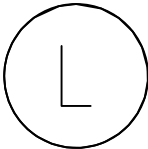


ELEVATION VIEW

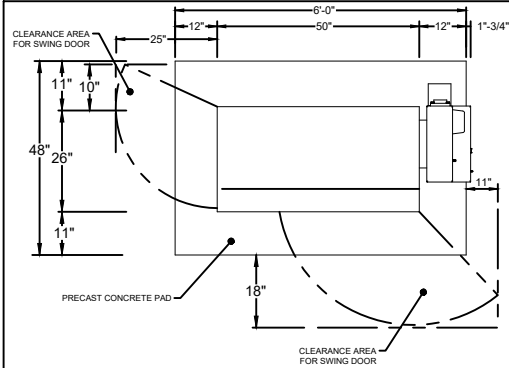
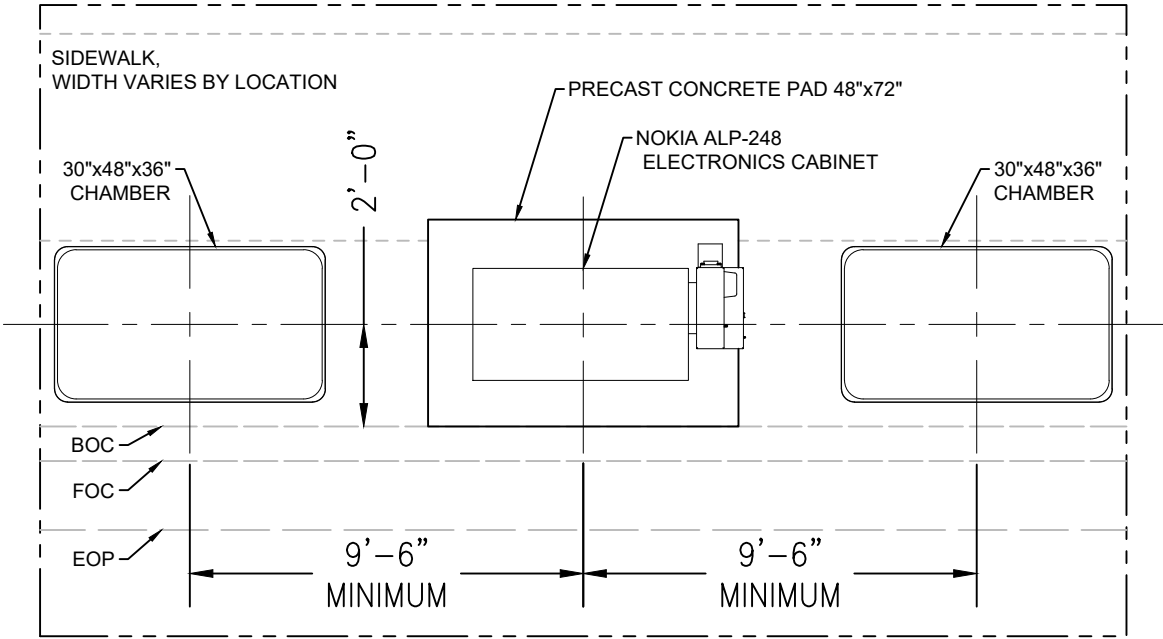


TYPICAL
AGGREGATION
SHELTER
ELEVATION VIEW

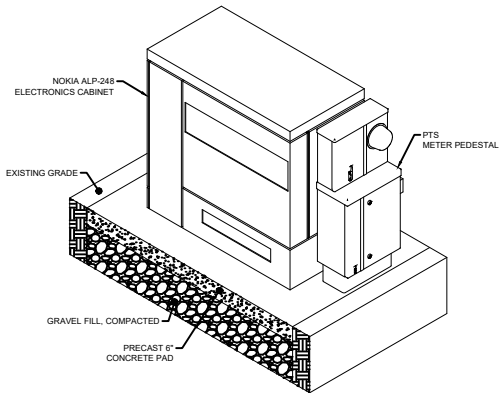
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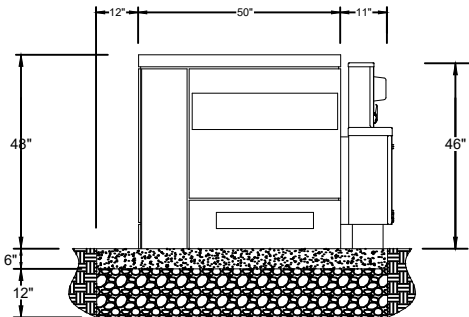
TYPICAL CABINET DETAILS



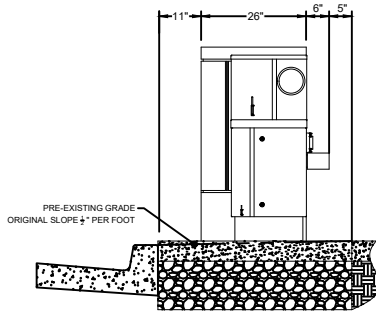
TOP VIEW



BASE VIEW



SIDE VIEW



PANEL VIEW



TYPICAL CABINET
DETAILS

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



FROM CORNER OF CHAMBER

NOKIA ALP-248
ELECTRONICS CABINET

PTS
30 AMP - 220 VOLT SUPPLY

PRECAST CONCRETE PAD 48"x72"

4" CONDUIT SCH. 80 HDPE

POWER FEED CONDUIT (TYP.)

(E) GRADE

TO MICRO-TRENCH

MICRO-TRENCH ENTRY

36" MIN.
(TYP.)

30"x48"x36"
CHAMBER

POWER CONDUIT FOR POWER

30"x48"x36"
CHAMBER

UNDERGROUND POWER IN CONDUIT. TO POINT OF CONNECTION TO BE VERIFIED WITH UTILITY CO.

ELEVATION VIEW



CABINET & AGGREGATION SHELTER

FEATURES:

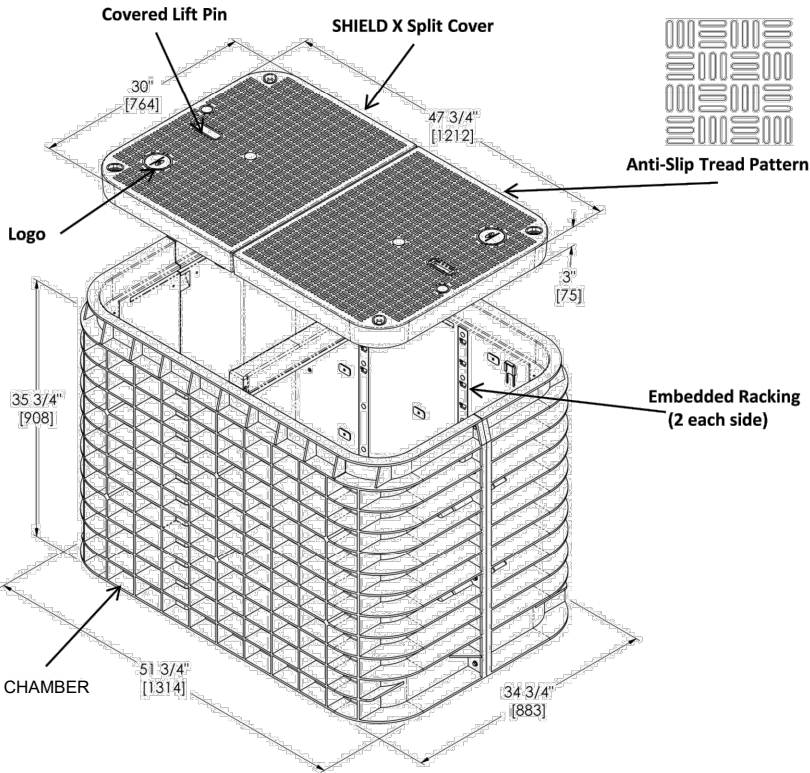
- 30" X 48" X 36" (open floor) (actual dimensions on drawing)
- CHAMBER – SHIELD X Split COVER- Tier 22 Load Rated (ANSI/SCTE 77: 2013)
- (4) Cover locking Auger bolts, Hex (9/16") or Penta (7/8") head with washer
- (4) Non-Seizing Fastening System, Field Replaceable
- (4) Embedded Composite Rack Support
- (1) Lifting slot equipped with stainless steel pin (slot is approximately 2 ¾"x¾")
- (4) Winterized Cable Drop slide (1 ½" X 1 ¼")
- (1) Galvanized Center Beam
- (2) Logo Disk

WEIGHT & SHIPPING:

- Cover Weight: 50 lbs (Per Half)
- Box Weight: 129 lbs
- Assembly Weight : 229 lbs

PERFORMANCE TESTING:

- ANSI/SCTE 77: 2013 - TIER 22 Rated (33,750 lbs)
- AS3996 – Class C
- EN124 Class B125
- ASTM C1028-07 & AS-4586 (Slip Resistance)
- 10,000 Hour Xenon-Arc Exposure (No fiber-bloom)
- ASTM D635-06 (Flammability)

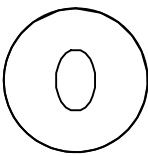


Inside Dimensions		
Length	Width	Depth
46 ½" [1180]	28 ¾" [730]	32 ¾" [832]

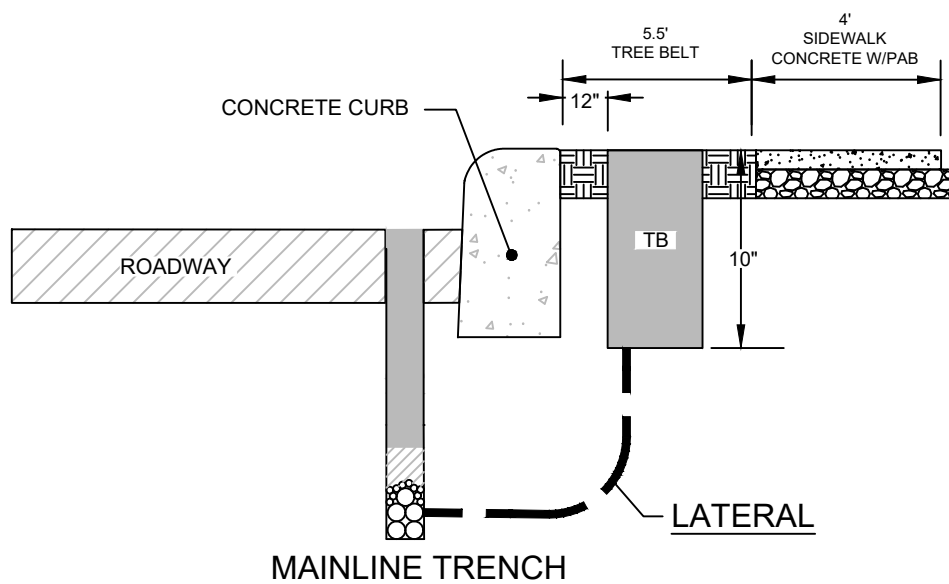
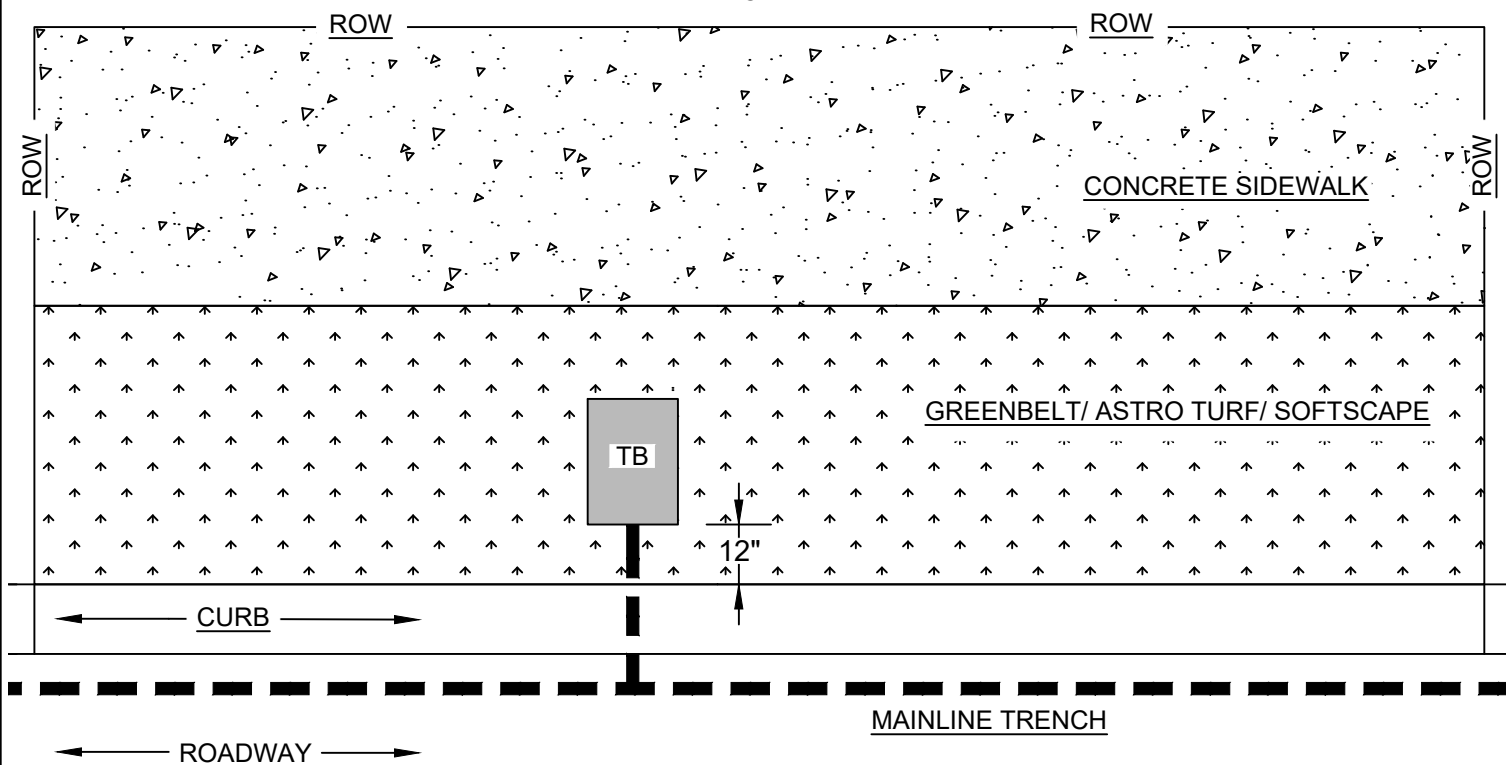


CABINET & AGGREGATION SHELTER

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



PRIVATE PROPERTY



SECTION VIEW E-E



TOBY BOX PLACEMENT IN SOFTSCAPE WITH MAINLINE TRENCH IN ROAD

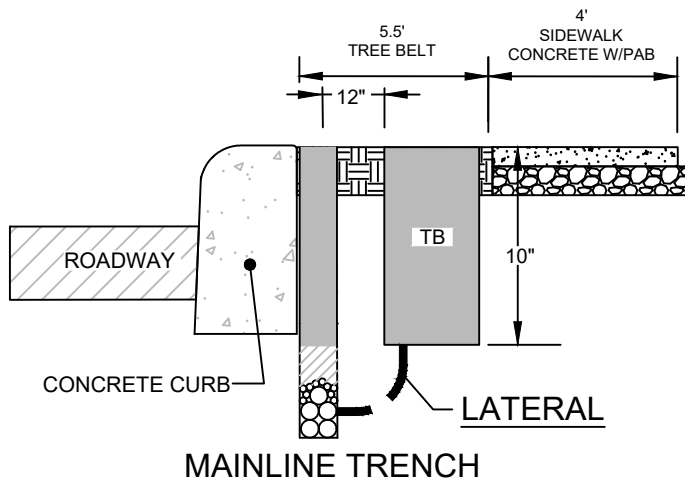
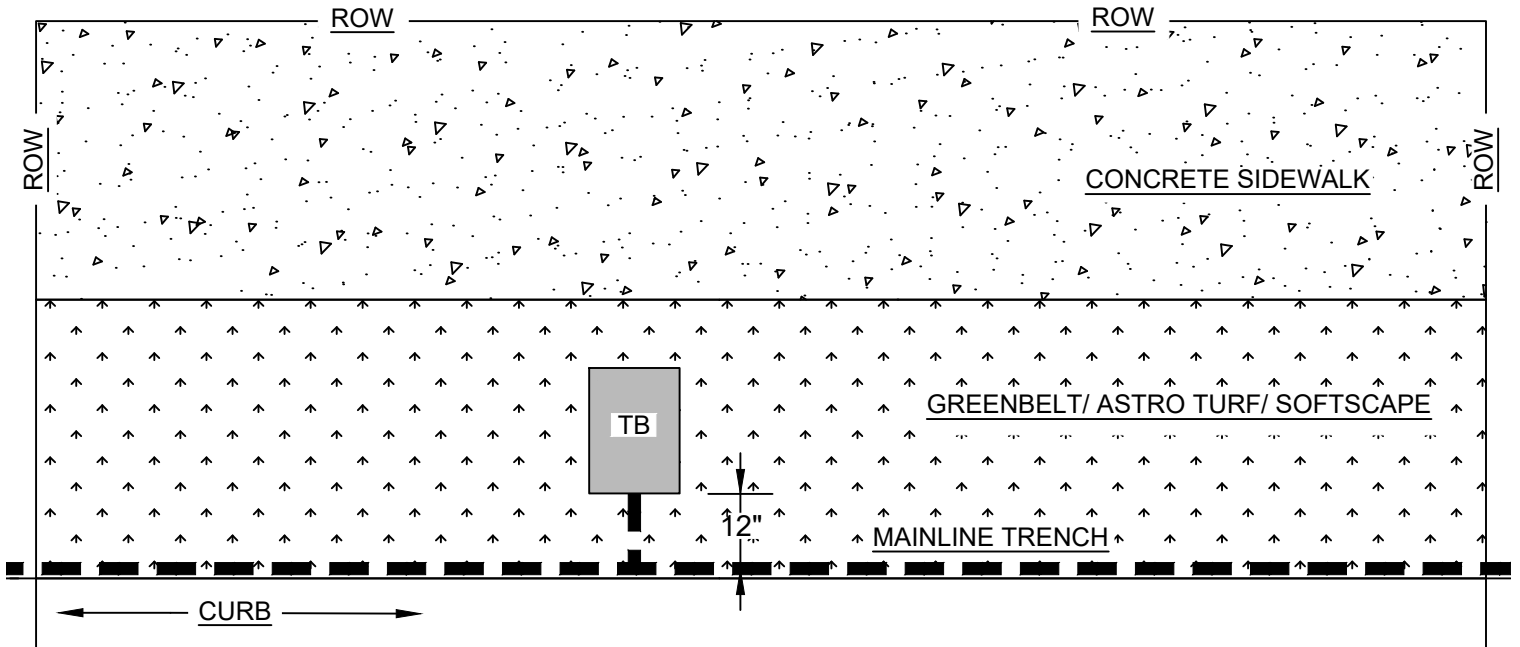
NO.	REVISIONS	BY	DATE

STD DWG

NOT TO SCALE

P

PRIVATE PROPERTY

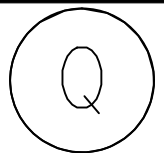


SECTION VIEW F-F



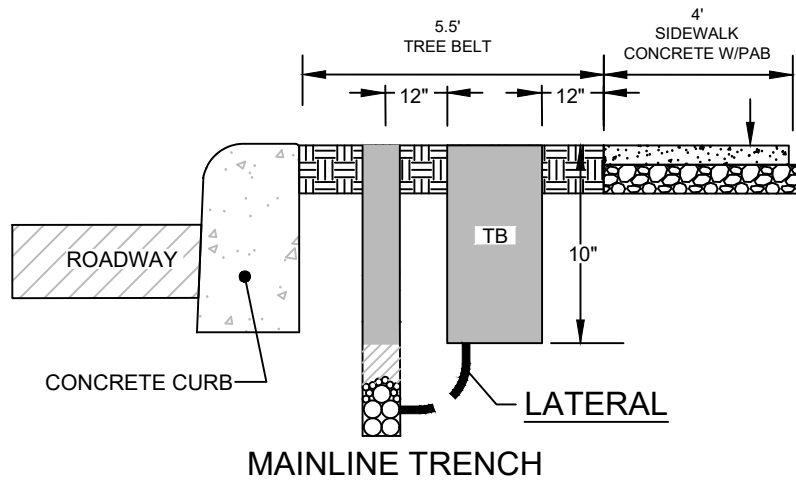
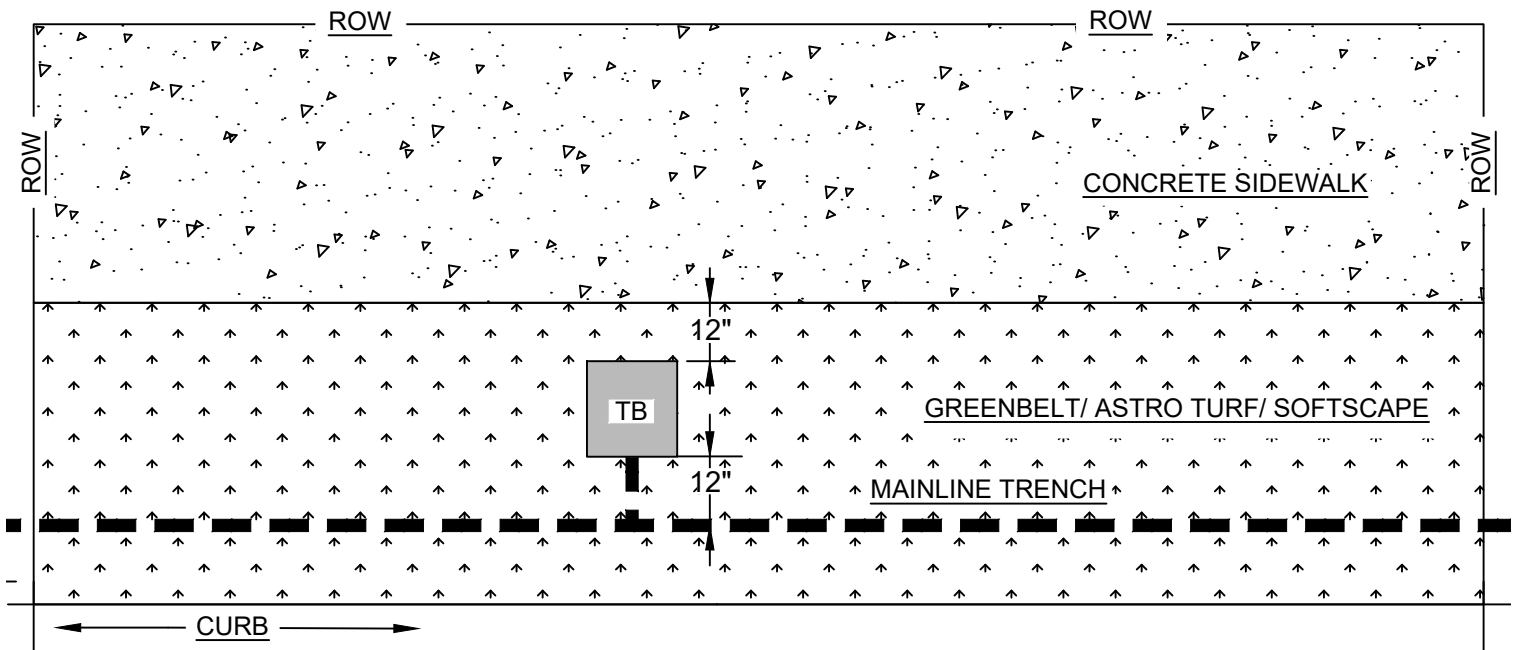
TOBY BOX PLACEMENT
IN SOFTSCAPE
WITH MAINLINE
TRENCH AT BACK OF
CURB

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



PAGE# 19

PRIVATE PROPERTY

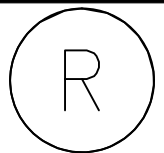


SECTION VIEW G-G

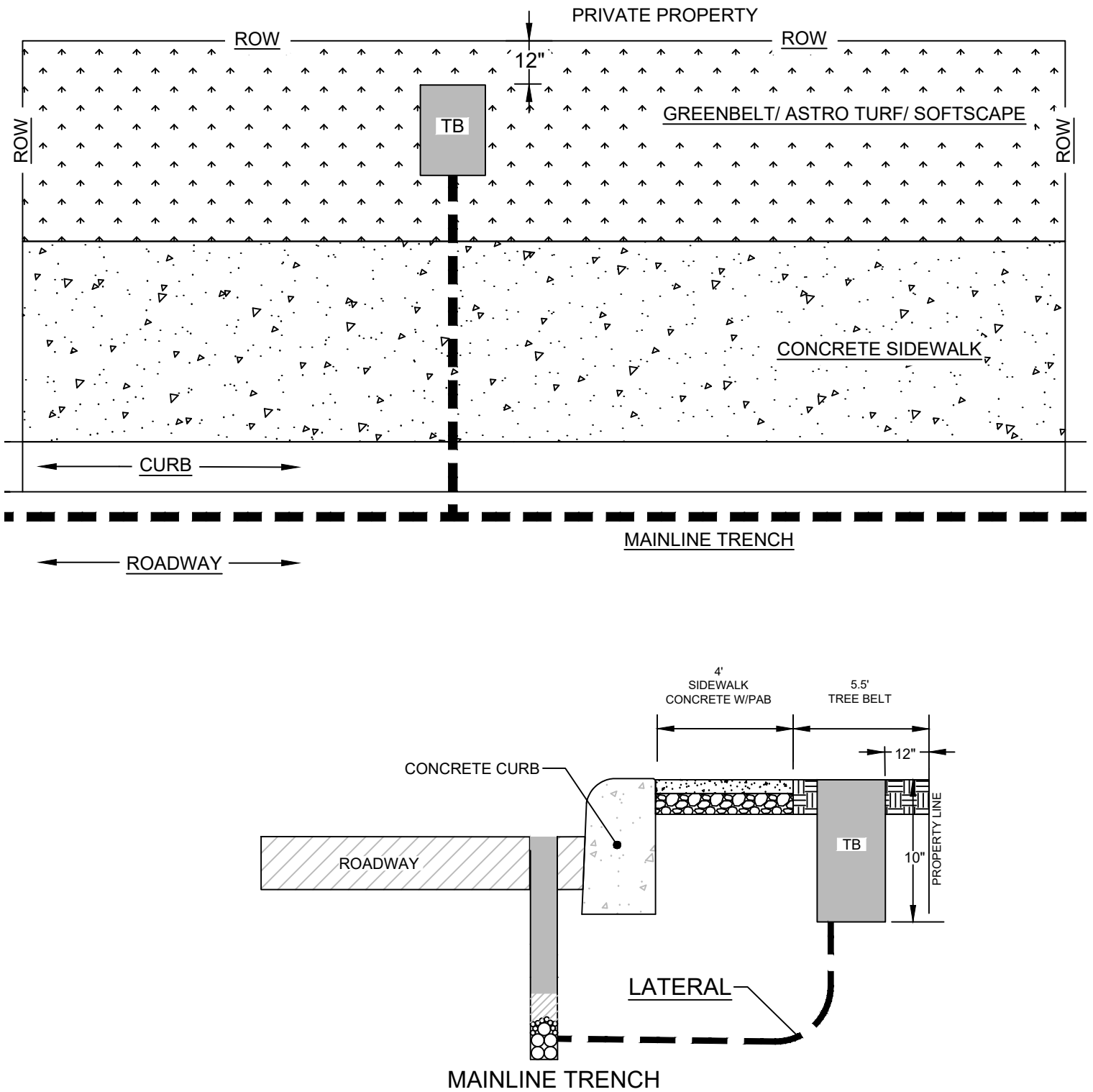


**TOBY BOX PLACEMENT
IN SOFTSCAPE
WITH MAINLINE
TRENCH THROUGH
SOFTSCAPE.**

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



PAGE# 20

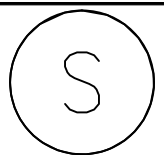


SECTION VIEW H-H

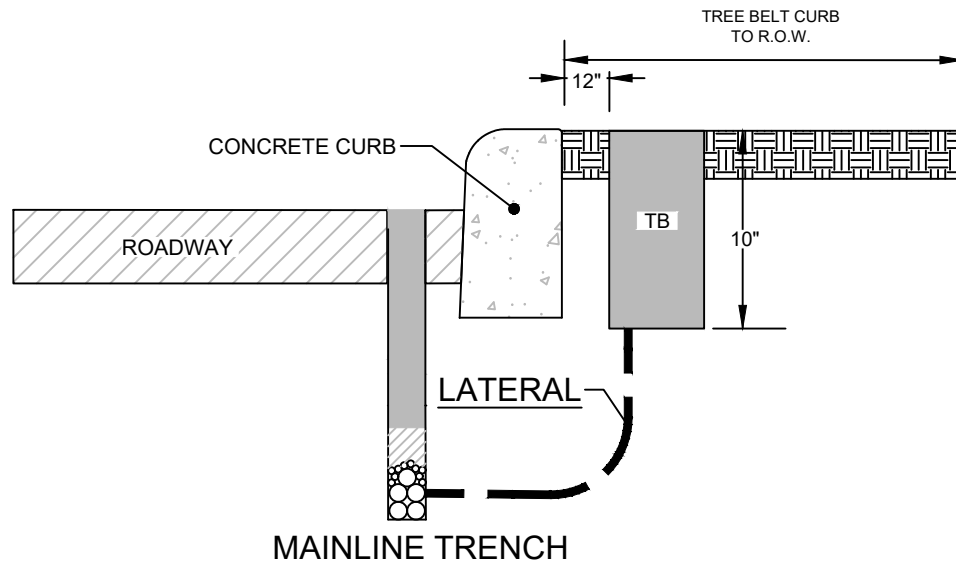
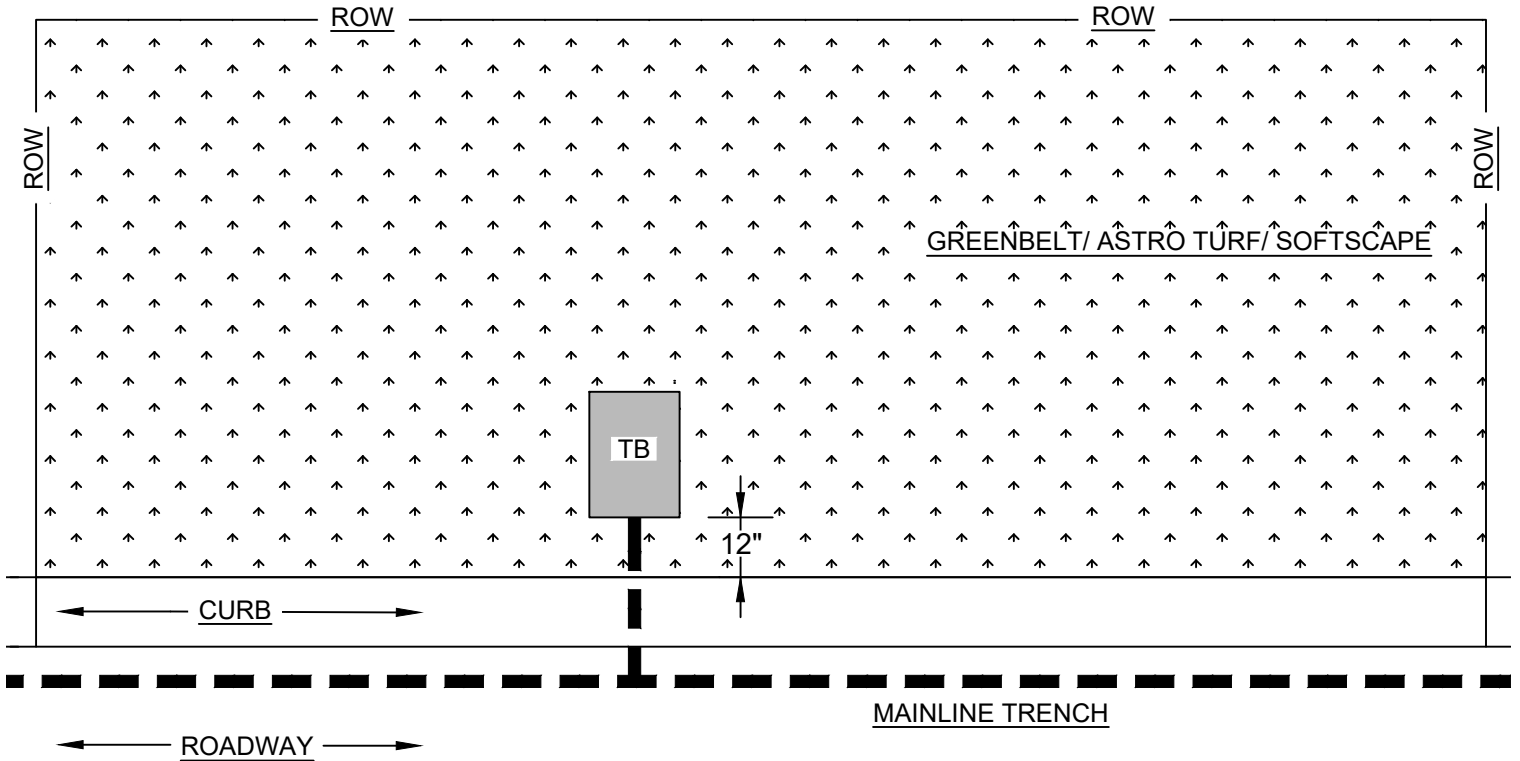


**TOBY BOX PLACEMENT IN
SOFTSCAPE WITH MAINLINE
TRENCH
IN ROAD & GREENSPACE
AGAINST THE PROPERTY LINE**

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



PRIVATE PROPERTY

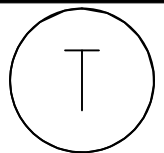


SECTION VIEW I-I



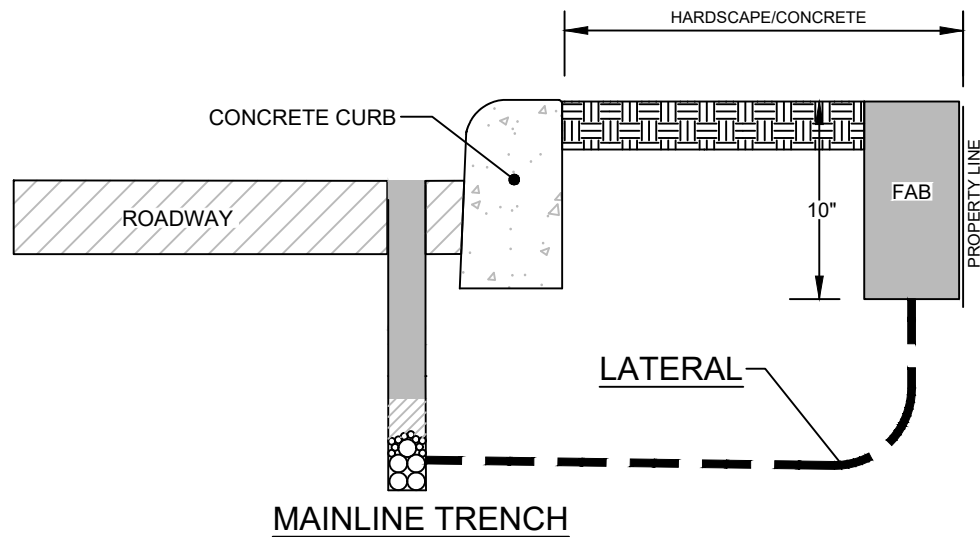
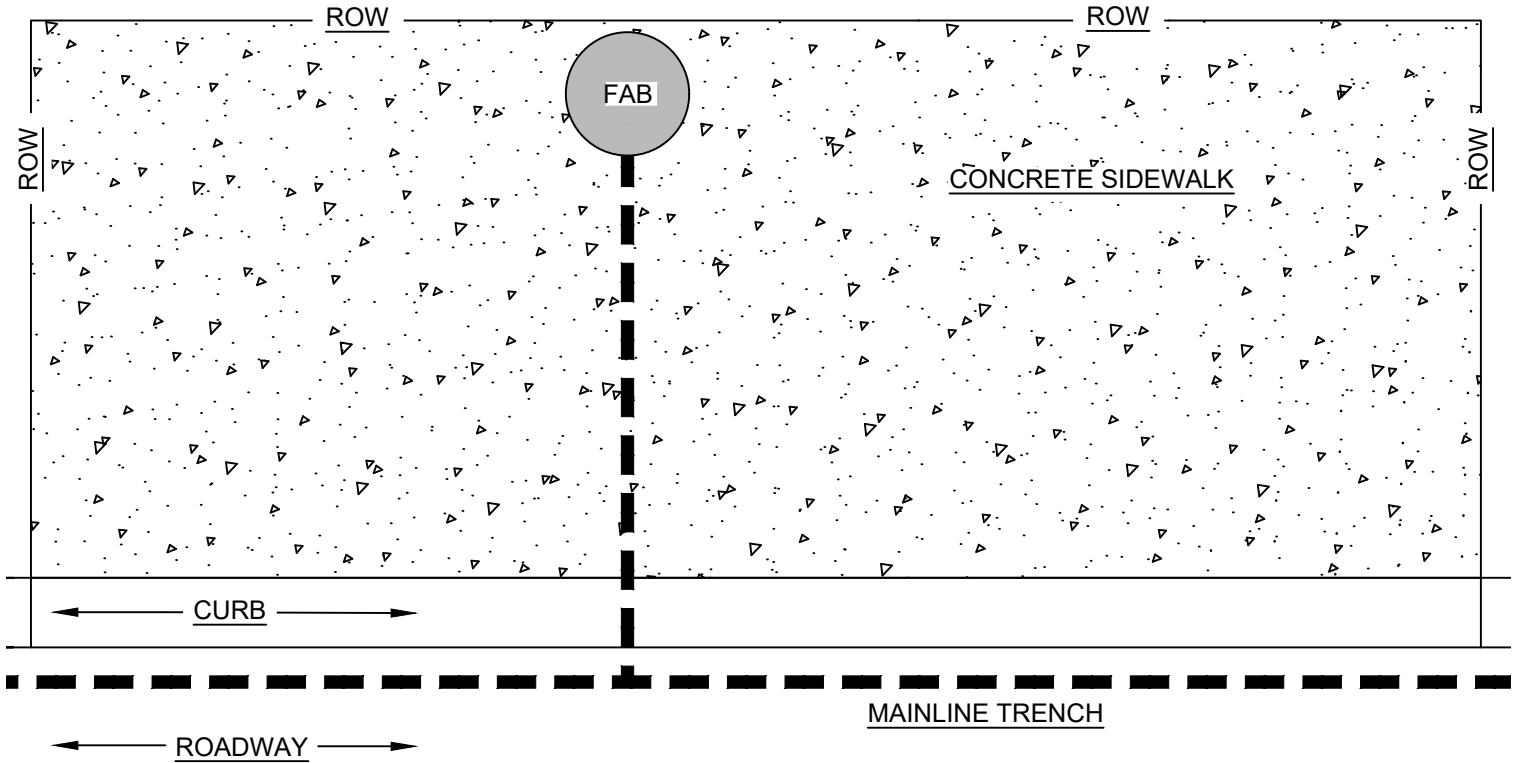
TOBY BOX PLACEMENT IN
SOFTSCAPE WITH MAINLINE
TRENCH
IN ROAD & GREENSPACE
FROM CURB TO PROPERTY
LINE

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



PAGE# 22

PRIVATE PROPERTY

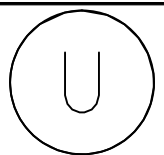


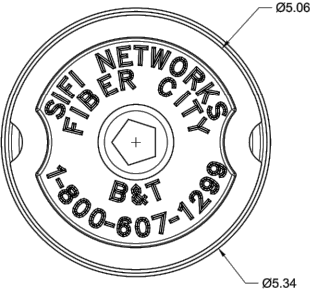
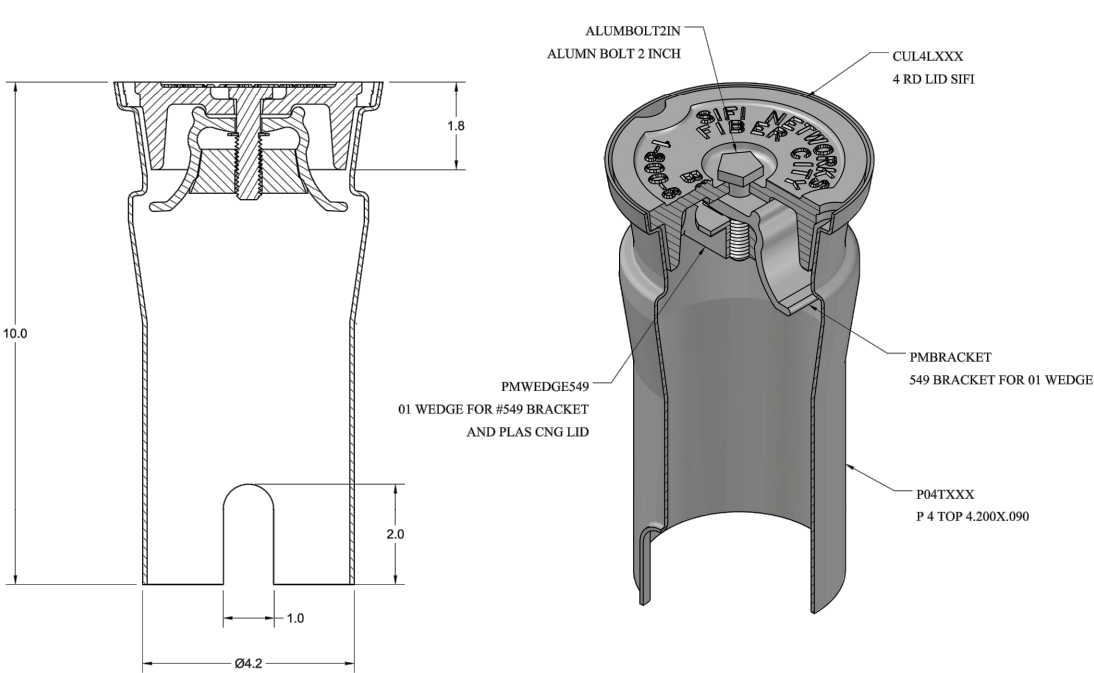
SECTION VIEW J-J



**FAB (FIBER ACCESS BOX)
PLACEMENT IN HARDSCAPE WITH
MAINLINE TRENCH IN ROAD &
HARDSCAPE/CONCRETE
FROM CURB TO PROPERTY LINE**

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			





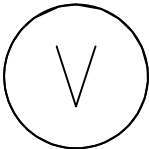
NOTES- ALL EDGES HAVE A 1/16 RADIUS TOLERANCE ± .0625		
REV.	DATE	COMMENT
BINGHAM & TAYLOR		
CONCEPT_SIFI_L		
BOX CONCEPT SIFI, LOCKING		DRAWN BY: J. Butcher
		DATE: 10/22/20
		WEIGHT: 5.3 lbs
APPROVED BY:		DATE:
APPROVED BY:		DATE:

- NOTES:
1. ENTIRE ANNULAR SPACE BETWEEN BOX AND 6" DIAMETER CORE HOLE SHALL BE FILLED WITH GROUT.
 2. LID IS MADE FROM CAST IRON PER ASTM A-48, CLASS 30.
 3. PLASTIC LEGS ARE PUSHED OUTWARD WHEN PENTABOLT IS TIGHTENED. THIS SECURES THE LID TO THE BOX.



FAB (FIBER ACCESS BOX)
SPECIFICATION SHEET

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			





Subscriber Underground Access Chamber – 250mm

A universal modular chamber for housing subscriber terminations at customer demarcations.

Features

- 250mm depth Hand Hole
- Narrow Footprint - Optimised for Narrow trenching
- 250mm Depth with radius optimised for Microduct routing
- Cost-Effective
- Modular Construction
- Simple to Install
- High Load Bearing Strength
- Up to 2x Microduct Couplers (2 Subscribers)
- Capable of housing Optical connectivity demarcations



TOBY BOX
SPECIFICATION SHEETS

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



Design

Designed to offer operators a universal modular chamber for housing subscriber terminations at customer demarcations.

The Underground Chamber can be used as a connection point for Microduct Links. Minimizing the effort and investment required to convert a network from homes passed to Homes Connected.

Product Information



Technical Information

Product Color	Black PP Gloss
Temperature, Operation [°C]	-45 to 90
Temperature, Storage [°C]	-45 to 90
Temperature, Installation [°C]	-45 to 90



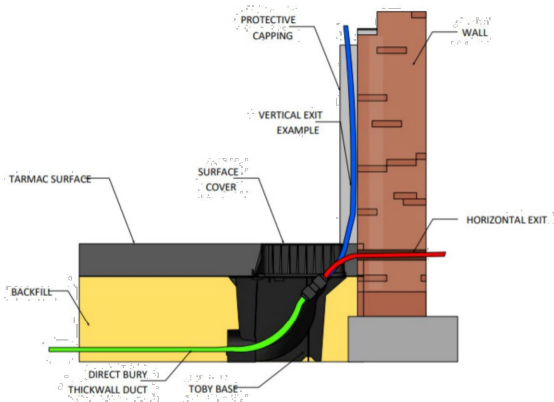
TOBY BOX
SPECIFICATION SHEETS

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



Conformance	Able to withstand loads of up to 5.5kN in accordance with BS 5834-2 testing. Exceeding requirements for a Grade C lid.
Marking	Custom Logo Marking available on request

Technical Details



TOBY BOX
SPECIFICATION SHEETS

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			



Subscriber Underground Access Chamber – 250mm



Articles

Article name	Color	Dimensions [mm]	Weight [kg]
Subscriber Underground Access Chamber ENPP-TBY-BOX	Black	256W255L × 128Dmm	0.7



TOBY BOX
SPECIFICATION SHEETS

NO.	REVISIONS	BY	DATE
STD DWG			
NOT TO SCALE			

