

DEVELOPMENT AGREEMENT AMENDMENT #1

This Development Agreement Amendment #1 (“Amendment”) to the Agreement (as defined below) is made on _____, 2024 (“Amendment Effective Date”), by and between the City of Riverside, California, a municipal corporation ("City") and SiFi Networks Riverside LLC, a Delaware limited liability company ("SiFi"). Unless otherwise defined herein all capitalized terms shall have the same meaning ascribed to them in the Agreement.

WHEREAS, the City and SiFi entered into that certain Development Agreement dated May 17, 2022 (the “Agreement”);

WHEREAS, the Parties have agreed to certain construction methodologies in Exhibit A and SiFi has certain obligations; and

WHEREAS, the Parties herein wish to amend the Agreement to append Exhibit A with additional “E-Design” design and construction techniques and to add certain other obligations for SiFi as specified herein.

NOW THEREFORE, the Parties mutually agree to amend the Agreement as follows:

1. As of the Amendment Effective Date, SiFi and the City hereby amend the Agreement as follows:
 - A. The attached hereto Exhibit A is appended at the end of Exhibit A attached to the Agreement.
 - B. Section 1.1 is hereby amended by adding the following definitions:
 - “Crossing” means a Microtrenching running perpendicular to the street with a maximum width of .75”.
 - “E Design Street” means
 - a street less than 45’ wide with speed limit at 40 mph or below
 - a street that hasn’t been treated (slurry or new asphalt pavement) within the last 5 years
 - C. The following sentence is deleted in its entirety from Section 3.2: “All permits shall provide for and allow standard work hours daily from 7am to 3:30pm local time.” and are effectively replaced with Subsection 7.2(xiii) (below).
 - D. Section 4.1 is amended as follows:
 - Subsection (iv) is renumbered as subsection (v).
 - The following new subsection (iv) is inserted: “City agrees that Exhibit A construction techniques shall also apply to recently paved streets where SiFi will be allowed to Microtrench on both sides of such streets in compliance with Exhibit A.”
 - E. The following subsections are hereby added to Section 7.2:
 - (x) Hours of operation. City agrees that SiFi and its contractors will perform their Network related work during normal hours from 7 am to 7 pm but limited to from 8:30 am to 3:30 pm for arterial streets. Any network-related work near schools, hospitals, during special events, on holidays, etc. will be subject to City advance written approval, which approval shall not be unreasonably withheld, delayed or

conditioned.

SiFi will maintain Crossings until the earlier of (i) the tenth (10th) year anniversary from the commencement of Construction or (ii) the date City begins a street improvement project. Crossing repair will follow City Standards and be repaired within seven (7) working days of City notification per an asphalt based crack filler with overband (Crafco or Maxwell) over all defective Crossings. If pothole develops directly due to Sifi Crossings, SiFi's contractor will repair such pothole with hot mix asphalt.

- (xi) If the integrity of the existing pavement directly adjacent to SiFi's Microtrench Crossing is substantially compromised from its original condition as a direct result of the SiFi's Microtrench Crossing, the SiFi's contractor will make any reasonably necessary repairs.
- (xii) E Design will not be allowed on any street that is protected under the City 5-year moratorium policy. SiFi will be allowed to perform Microtrenching on both sides of street for FON.
- (xiii) Hours of operation. City agrees that SiFi and its contractors will perform their Network related work during normal hours from 7 am to 7 pm but limited to from 8:30 am to 3:30 pm for arterial streets. Any network-related work near schools, hospitals, during special events, on holidays, etc. will be subject to City advance written approval, which approval shall not be unreasonably withheld, delayed or conditioned.
- (xv) City Pavement Maintenance and Street Construction Projects ("City Projects"). Subject to an advance written notice of at least six (6) months received by SiFi from City regarding any planned City Projects, SiFi will use commercially reasonable efforts to prioritize Network construction in the affected areas ahead of such City Projects to minimize impacting newly resurfaced streets.

2. Unless amended herein, all other terms and conditions of the Agreement remain in full force and effect.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment and hereunto set their hands and seals as of the date written below:

CITY OF RIVERSIDE
a California municipal corporation

ATTEST:

By: _____
Name:
Title:
Dated: _____, 2024

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: *Brandon Mercer*
Brandon Mercer (Sep 24, 2024 09:54 PDT)
Name: Brandon Mercer
Title: Sr. Deputy City Attorney

SIFI NETWORKS RIVERSIDE LLC,
a Delaware limited liability company

By: *Ben Bawtree-Jobson*
Ben Bawtree-Jobson (Sep 24, 2024 10:21 MDT)
Name: Ben Bawtree-Jobson
Title: CEO
Dated: 9/24/24, 2024

EXHIBIT A

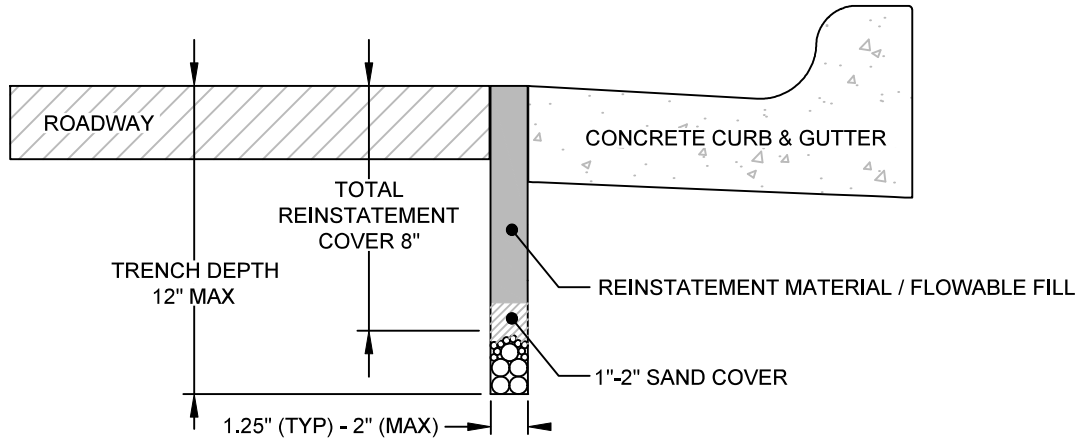
E-DESIGN TYPICALS

[SEE ATTACHED TWO (2) PAGES]

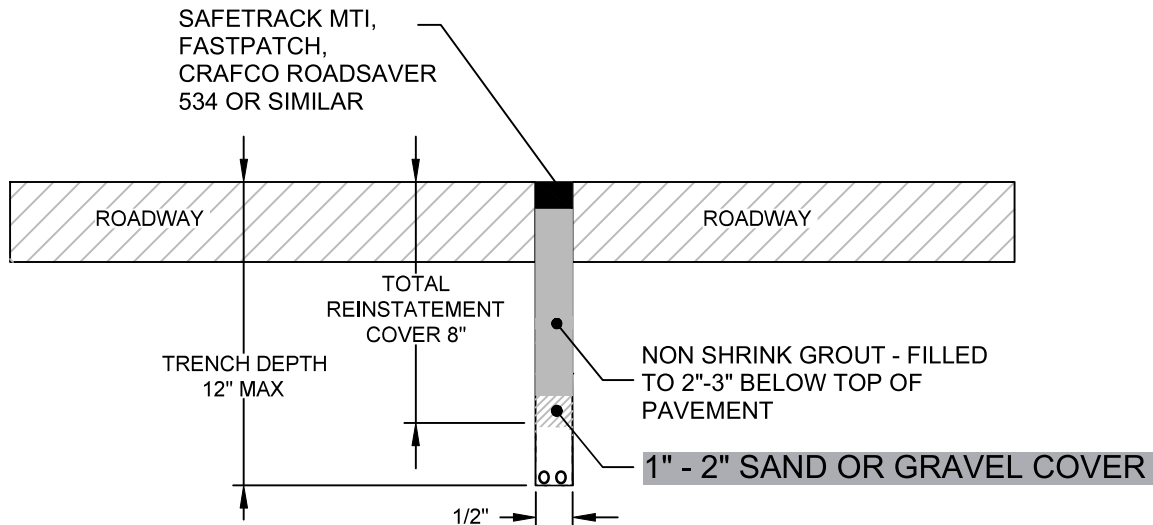
E-DESIGN TYPICAL

NOTES:

- 1) ALL WORK AND MATERIALS SHOWN HEREIN SHALL BE WARRANTIED FOR 10 YEARS INCLUDING THE ADJACENT PAVEMENT ALONG THE MICROTRENCH SEAM REGARDLESS OF THE EXISTING PAVEMENT CONDITION.
- 2) IF THE INTEGRITY OF THE EXISTING PAVEMENT ADJACENT TO THE CUT IS COMPROMISED, REGARDLESS OF CONDITION, THE CONTRACTOR SHALL MAKE ANY NECESSARY REPAIRS TO THE EXISTING PAVEMENT WITH THE COMPLETION OF THE MICROTRENCH WORK.
- 3) NO WORK SHALL COMMENCE ON ANY STREET THAT IS PROTECTED UNDER THE CITY 5-YEAR MORATORIUM POLICY.



SECTION VIEW A-A



SECTION VIEW B-B



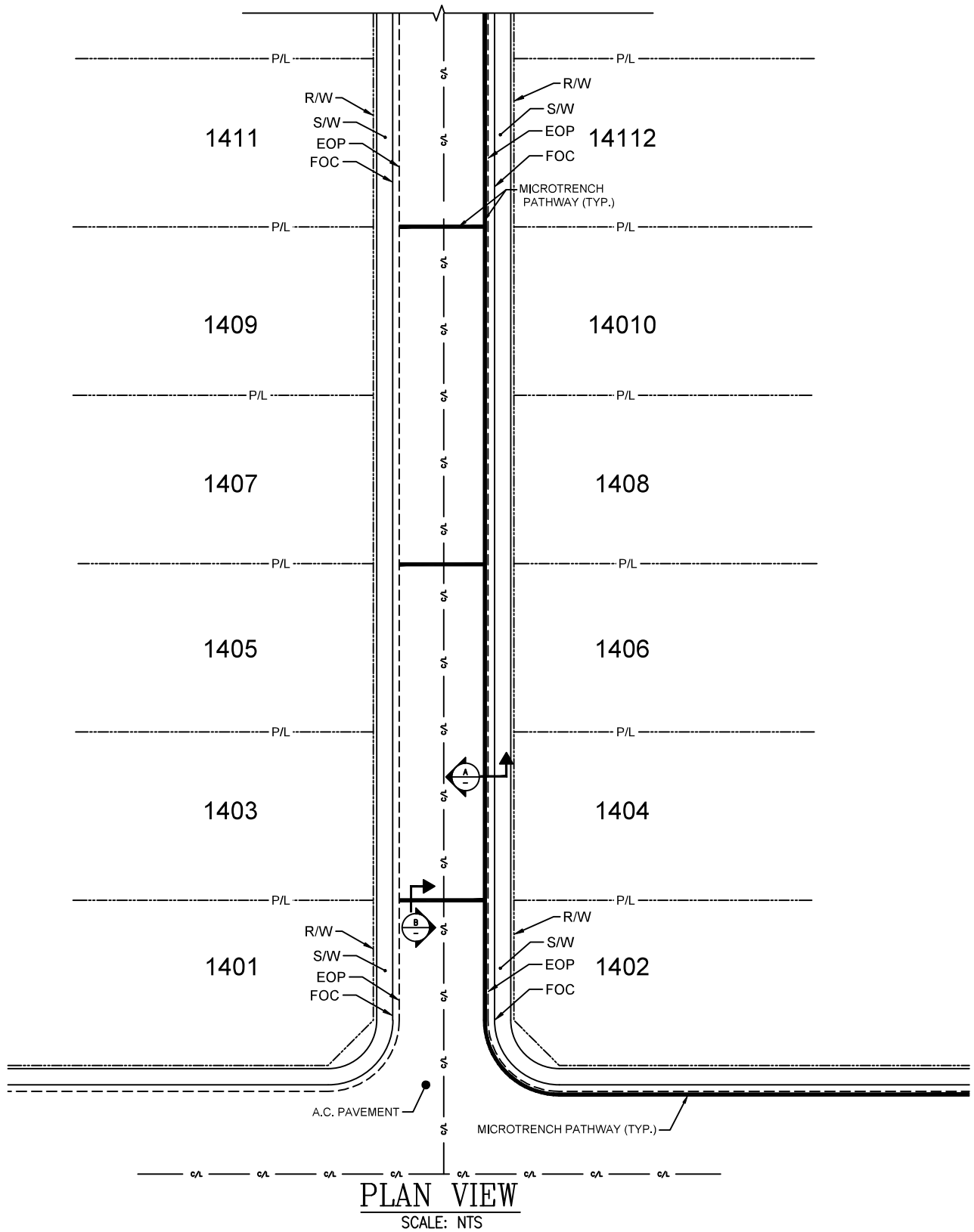
E-DESIGN TYPICAL

NO.	REVISIONS	BY	DATE

STD DRAWING

NOT TO SCALE

E-DESIGN TYPICAL



E-DESIGN TYPICAL

NO.	REVISIONS	BY	DATE

STD DWG	
NOT TO SCALE	