## MAINTENANCE AGREEMENT

This agreement is made and entered into as of this 8 day of February 2016, by and between the City of Detroit, a body public, through its Department of Public Works - City Engineering Division (referred to as the "City"), and Rocket Fiber LLC, a Michigan limited liability company.

NOW THEREFORE, for valuable consideration, including the covenants and undertaking herein contained, it is mutually as follows:

- Purpose of Agreement: Rocket Fiber LLC proposes installation of underground fiber optics in certain locations described as:
  - 1. Bates St. south from Randolph St. to Farmer St.; then Farmer St. south to Cadillac Square.
  - Cadillac Square east to Randolph; then south across Cadillac square to the NW corner of Congress St.; then across Congress St. to the SW corner of Congress St. and Randolph.

Rocket Fiber LLC intends to install portions of the underground fiber within limits of City roadways via a process of "micro-trenching", as described in Exhibit A. The City has determined the following:

- a. Use of micro-trenching in the area behind the back of curb or in an alley is acceptable.
- b. Use of micro-trenching in the street is acceptable only if following an existing longitudinal joint in the street, such as a quarter joint that can be identified through reflective cracking on the street surface.
- Indemnification and Hold Harmless: Rocket Fiber LLC agrees to indemnify, defend and
  hold City harmless from all loss, cost, expense, actions, claims of action, damages and
  liability (including attorney's fees and costs) for any damage to or destruction of Rocket
  Fiber LLC's property arising from work done in or to the street by City or its contractors
  or other designees of City or any agency thereof or by any utility company performing
  work on facilities located in or under the street.
- Right to Assign: Rocket Fiber LLC may assign its obligations under this agreement to an
  unrelated third party upon City's prior written consent, which shall not be unreasonably
  withheld or delayed. Upon such assignment to and acceptance by such unrelated third
  party, Rocket Fiber LLC's obligations under this agreement will cease.
- Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

- Entire Agreement: This agreement constitutes the entire agreement between the parties.
   Any prior agreement, negotiations or representations not expressly set forth in the agreement are of no force and effect. Any amendment to or modification of this agreement shall be of no force or effect unless it is in writing and signed by an authorized signatory for each of the parties.
- Successors and Assigns: This agreement shall be binding upon the successors and assigns
  of Rocket Fiber LLC. This agreement is for the exclusive benefit of the parties stated herein
  and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever
  to any other person.
- Improvement Changes: Any material changes by Rocket Fiber LLC to the public right
  of way described herein (except for any repaving as described above) shall be subject to
  the prior approval of the City.

The Parties understand that this agreement in no way limits the property rights of City with regard to the subject streets or City's right to convey, alter or climinate the streets.

Agreement to Maintain: Certain Limitations: Rocket Fiber LLC and its successors agree perpetually to maintain the micro trench joint in the paved surface of the City street in good condition by annual inspection and resealing of the joint if any separation occurs between the sealant and abutting pavement in good condition, free from obstruction, subject to temporary closures as needed from time to time to carry out maintenance and repair, utilities work (to the extent carried out by Rocket Fiber LLC), improvements to or maintenance on the Development or any other adjoining improvements.

By: Edmond Demon;
(Signature)
By: Edmond Demon;
(Printed Name)
Rocket Fiber
1505 Woodward Avenue
Detroit, MI 48226

STATE OF MICHIGAN ) SS COUNTY OF WAYNE )

	2018, by Famore Doma, the authorized member of Rocket Fiber, a Michigan limited liability company on behalf of the company.
	SUM ST
60	Notary Public
	County of 45 Oakland STEPHEN M SUDD Notary Public - Michigan Oakland County
	My commission expires: 4-13-18 My Commission Expires Apr 13, 2018 Acting in the County of Way he
	When recorded return to:
	City of Detroit, Department of Public Works
	City Engineering Division 2 Woodward Avenue, Suite 601
	Detroit, Michigan 48226
	City of Detroit, through its Department of Public Works – City Engineering Division acknowledges this agreement with said company, until the City of Detroit, through its Department of Public – City Engineering Division deems this agreement void/useless at which point it will be subject to cancellation for the convenience of the City.
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