ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: June 24, 2026

CALENDAR NO. 35,478

NO. ____________________ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER MORRELL (BY REQUEST)

AN ORDINANCE to grant a non-exclusive wireless franchise to SQF, LLC DBA VERTA to construct, maintain, operate, and authorize new wireless facilities on and under the public rights-of-way within the corporate limits of the City of New Orleans, with locations subject to the approval of the Grantor, to provide for annual payments, and the furnishing of a surety bond; and otherwise to provide with respect thereto.

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That a non-exclusive wireless franchise is hereby granted to SQF, LLC DBA VERTA ("Grantee") to construct, install, maintain, and operate wireless facilities, on and under the public rights-of-way within the City of New Orleans ("City"), with locations subject to approval by the Grantor. The purpose of the installation of these facilities is to provide wireless service within the corporate limits of the City.

Each facility shall be designed and constructed in compliance with all applicable city, state, and federal codes, and are subject to the conditions of and approval by the Grantor, including the Department of Public Works, the Department of Safety and Permits, the Department of Parks and Parkways, the Historic Districts Landmark Commission, the Vieux Carré Commission, and/or any other appropriate agency. A detailed design for each facility shall be filed with the Grantor. All required information and/or amended exhibits shall be submitted with any application to amend this Franchise to the Grantor.

SECTION 2. THAT THIS NON-EXCLUSIVE FRANCHISE IS GRANTED AS SET FORTH IN SECTIONS 2 THROUGH 18.

A. Grant of Authority

1. Grantor grants to Grantee, a Delaware Limited Liability Company qualified to do business in the State of Louisiana, and Grantee's successors and

assigns, as approved by the Grantor under Section 13 of this Franchise, the limited privilege and authority to access utility poles located in City rights-of-way, to construct, repair, replace, maintain, and operate Wireless Facilities in, under, and on the surface of City rights-of-way, including the right to attach such Facilities to the City's utility poles subject to the approvals required herein.

2. The Wireless Facilities will be used to provide telecommunications and transmission of data. Grantee represents that it has applied for and received all necessary regulatory authority to provide any telecommunication services provided by Grantee using the Wireless Facilities.

B. Term. The term of this Franchise, and all rights and obligations pertaining thereto, shall be ten (10) years. After ten (10) years, the parties may opt to:

- Allow the Franchise agreement to continue under its terms and conditions with no changes for an additional five (5) years which shall require no action by either party; or
- Re-negotiate the terms prior to continuing the Franchise agreement for an additional five (5) years. If no mutual written modification is agreed upon by both parties, the Franchise shall expire.

The term of this Franchise is measured from its effective date, unless terminated sooner as provided in this Franchise or renewed in accordance with Section 15.

C. Effective Date. The effective date of the Franchise shall be the date of acceptance of the Franchise by the Grantee as provided in Section 19.

D. Franchise Not Exclusive. This Franchise is not exclusive. Grantor expressly reserves the right to grant rights to other persons, as well as the right in its own name as a municipality, to use the rights-of-way for similar or different purposes allowed Grantee hereunder, by lease, franchise, permit, or otherwise.

E. Charter and General Ordinances to Apply. To the extent authorized by law, this Franchise is subject to the Charter of the City of New Orleans and general ordinance provisions passed pursuant thereto, affecting matters of general City concern and not merely existing contractual rights of Grantee, now in effect or hereafter made effective. Nothing in this Franchise shall be deemed to waive the requirements of the various codes and ordinances of the City regarding permits, fees to be paid or the manner of construction.

SECTION 3. DEFINITIONS.

A. Captions. Throughout this Franchise, captions to sections are intended solely to facilitate reading and to reference the sections and provisions of this Franchise. The captions shall not affect the meaning and interpretation of this Franchise.

B. Definition. For the purpose of this Franchise, the following terms, phrases, and their derivations shall have the meanings stated below, and any other capitalized terms, phrases, and their derivations not otherwise defined in this Franchise shall have the meanings stated in the City Code in the Wireless Franchise Act. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory.

1. "City Council" means the Council of the City of New Orleans.
2. “Force Majeure” means acts of God, including landslides, earthquakes, lightning, fires, hurricanes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, acts of terrorism or of the public enemy, partial or entire failure of utilities, strikes, explosions, lockouts or other industrial disturbances, insurrections, public riots, or other similar events which are not reasonably within the control of the parties hereto.
3. "Franchise" means the authority granted by this ordinance to occupy the public rights-of-way and public property in the City for the use, installation, maintenance and/or repair of Wireless Facilities, pursuant to the Home Rule Charter.
4. "Grantee" means SQF, LLC DBA VERTA
5. “Grantor” means the City of New Orleans, as represented by the City Council acting within the scope of its authority to grant franchises pursuant to the Home Rule Charter of the City of New Orleans, or any of the City’s departments, agencies, political subdivisions, boards, commissions, officers, officials, employees, and volunteers.

6. "Hazardous Substance" means any gaseous, liquid, or solid material which because of its quantity, concentration, or physical, chemical, or biological composition when released into the environment poses a substantial present or potential hazard to human health, the environment, or property, and which material is identified or designated as being hazardous by rules and regulations adopted and promulgated by the secretaries of the Department of Environmental Quality or of the Department of Public Safety and Corrections, regardless of whether it is intended for use, reuse, or is to be discarded.

7. "Lease" means the right, however framed or structured, and the document or agreement evidencing such right, granted by Grantee to a third party to occupy any of Grantee's equipment and plant for the transaction of the third party's business. The term does not include the provision of Grantee's wireless services, nor does it include the sale by the Grantee to a third party of any of Grantee's tariffed telecommunications services.

8. "Penalty" means any and all monetary penalties provided for in this Franchise.

9. “Public right-of-way,” "ROW," "rights-of-way" or "Streets" means the surface of and the space above and below any public street, road, alley, sidewalk, neutral ground, right-of-way, or highway within the Grantor, used or intended to be used by the general public for travel, to the extent the Grantor has the right to allow Grantee to use them.

10. “Wireless Facility” or “Facility” means (1) equipment at a fixed location that enables wireless communications between user equipment and a communications network including (a) equipment associated with wireless communications and (b) radio transceivers, antennas, coaxial or fiber-optic cables, regular and backup power supplies and comparable equipment; (2) includes a small wireless facility; and (3) does not include: (a) the structure or improvements on, under or within which the equipment is collocated; (b) a wireline backhaul facility, coaxial cable or fiber-optic cable between wireless support structures or utility poles; or (c) coaxial or

fiber-optic cable otherwise not immediately adjacent to, or directly associated with, an antenna. The term "Wireless Facility" does not apply to any wireless facility exempted from the Wireless Franchise Act by federal law or state law.

SECTION 4. COMPENSATION AND AUDITING.

A. Amount of Compensation. As compensation for the benefits and privileges under this Franchise and in consideration of permission to use the ROW of the Grantor, the Grantee shall pay as an annual franchise fee to the Grantor, through the duration of this Franchise: $300.00 per Wireless Facility per year on a City-owned asset or co-located upon an asset owned by a public utility or wireless services provider operating pursuant to a Franchise from the Grantor. The annual Franchise fee shall be payable in quarterly installments. No wireless equipment may be installed, erected, or otherwise placed pursuant to this Franchise without first securing a permit for same from the Grantor.

B. Franchise Fee Payments.

1. The Franchise fee shall be payable in quarterly installments. For the first calendar year of this Franchise, the first installment of Grantee's Franchise fee shall be paid forty-five (45) days after the end of the calendar quarter including the effective date of this Franchise. Thereafter, Grantee's franchise fee payable under Section 5(A) shall be paid to the Grantor quarterly in arrears if owed. Each such franchise fee payment shall be made for the immediately preceding calendar quarter, and each quarterly payment shall be paid on or before forty-five (45) days after the end of the preceding calendar quarter. All payments due under this Franchise shall be made to the Department of Finance with copy to the Department of Safety and Permits.

2. Franchise fee payments not received by the Grantor on or before the due date shall be assessed interest of 1% per month commencing on the first day after the due date.

3. Any payment not paid when due shall be subject to a delinquency penalty charge of five percent (5%) of the unpaid amount. Failure to make full

payment and penalty charges within sixty (60) days of the applicable payment date shall constitute a violation of this Franchise.

C. Reports. Each payment under Section 5(B) shall be accompanied by a written report to the Grantor, verified by an officer or other authorized representative of Grantee, containing an accurate statement in summarized form of each Wireless Facility deployed pursuant to this Franchise agreement, including those attached to utility poles during the preceding calendar quarter, together with franchise fees based upon such statement. Such reports shall be in a form reasonably satisfactory to the Grantor. Such written reports shall be held confidential by Grantor and include all corresponding permit numbers.

D. Cost of Pre-franchising and Publication. Upon request by Grantor, Grantee shall pay all costs associated with promulgation and publication of the Franchise ordinance within thirty (30) days of receipt of said request.

E. Acceptance of Payment and Recomputation. No acceptance of any payment from Grantee shall be construed as an accord by the Grantor that the amount paid is in fact the correct amount, nor shall any acceptance of payments by the Grantor be construed as a release of any claim the Grantor may have for further or additional sums payable.

1. All amounts paid under Section 5 shall be subject to confirmation and recomputation by the Grantor. The Grantee agrees to reimburse the Grantor for:

   a. The costs of such confirmation if the Grantor's recomputation discloses that the Grantee has paid less than 95% of the franchise fees owing for the period at issue upon receipt of an invoice from the Grantor showing such costs were actually incurred and directly related to the audit.

   b. One-half of the costs of such confirmation if the Grantor's recomputation discloses that the Grantee had paid 95% or more, but less than 98%, of the franchise fees owing for the period at issue.

   c. The Grantor's costs which may be reimbursed under this Section 5(E) shall not exceed $10,000.00 per audit or financial review.

d. If the Grantor determines that Grantee made any underpayment, and that the underpayment is 5% or less of the amount due, Grantee shall pay interest pursuant to Section 5(B)(2) above. Interest shall be due on the entire underpayment from the date on which payment was due until the date on which full payment is received. In such case, the delinquency penalty of Section 5(B)(3) shall not be applicable.

e. If the Grantee disputes any of the franchise fees to be paid to the Grantor under Section 5, the Grantee shall place the entire disputed amounts in an escrow account until final resolution of the dispute.

f. The Grantor and its agents and representatives shall have authority to arrange for and conduct reviews of the relevant financial obligations payable hereunder. The Grantor may reasonably determine the scope of review in each instance. All amounts paid by Grantee shall be subject to review by the Grantor, provided that such review be completed within five (5) years from the date payment was due. Grantor requests for reviews shall be in writing. If Grantee has not provided copies of all information within the scope of the review to the Grantor within thirty (30) days from the date of the written request, Grantee shall readily provide access at a mutually agreeable location during normal business hours. If the Grantor requests in writing that the Grantee provide, or cause to be provided access to, copies of any information within the scope of the review, and the Grantee fails within thirty (30) days of receipt of the request to provide, or cause to be provided access to, such information, a penalty charge of 5% of the quarterly franchise fee may be assessed if Grantee fails to provide, or fails to cause to be provided access to, such requested information.

SECTION 5. GENERAL INSURANCE AND BONDING PROVISIONS.

A. Insurance.

1. Except as provided in subsection (3) below, Grantee shall maintain in full force and effect, at its own cost and expense, commercial general liability

insurance (CGL) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of $1,000,000.00 per occurrence, and $2,000,000 in the aggregate.

In addition, the grantee Grantee shall obtain worker's compensation coverage for work done under the Franchise and as required by the State of Louisiana, with statutory limits, and employer's liability insurance with a limit of $1,000,000.00 per accident for bodily injury or disease, policy limit.

2. Grantee shall provide the director and the Grantor's Risk Manager with a certificate of insurance including the Grantor as an additional insured as their interest may appear under this Franchise on each policy (except workers compensation and employer's liability) and extension or renewal thereof. Grantee shall maintain on file with the director and Grantor's Risk Manager a current certificate of insurance certifying the coverage required. The certificate of insurance shall be subject to the reasonable approval as to form by the Grantor's Risk Manager. Upon receipt of notice from its insurer(s), Grantee shall provide at least thirty (30) days' prior written notice to Grantor of such cancellation of required coverage that is not replaced.

3. In the event Grantee is self-insured as to any required coverage, then in lieu of the certificate of insurance required herein, Grantee shall provide Grantor upon the effective date of the Franchise, proof that Grantee's self-insurance program is sufficiently liquid or that Grantee has sufficient net worth to cover all losses in the amount shown in subsection (1) above. Grantee shall immediately notify Grantor of any change in its self-insured status as to any coverage required hereunder, and of any change in the ability of Grantee to cover the losses specified in subsection (1) above.

4. Grantee shall, at its own expense, maintain in full force and effect throughout the duration of the Franchise, a liability insurance policy or policies underwritten by a carrier rated by A.M. Best's as A- or better and authorized to do business in the state, and upon prior notice and at

reasonable times, a copy of such policy or policies shall be available for review by Grantor at the offices of Grantee. Such policy or policies, with the exception of workers compensation and employer's liability policy, shall name the Grantor as an additional insured as their interest may appear under this Franchise. Such policy or policies shall apply as primary insurance and shall stipulate that no other insurance in effect by the City will be called on to contribute to a loss covered hereunder and shall provide for a waiver of subrogation. Upon the effective date of the Franchise, the Grantee shall furnish certificates of insurance as proof to the Grantor that satisfactory insurance policies have been obtained. A copy of the certificate of insurance shall be on file with the department of safety and permits and maintained current at all times.

B. Faithful Performance Bond.

1. Upon the effective date of this Franchise, Grantee shall furnish proof of the posting of a faithful performance bond running to the Grantor, with good and sufficient surety approved by the Grantor, in the penal sum of five hundred thousand dollars ($500,000) for the first five years of the Franchise term and thereafter shall be in the amount of two hundred fifty thousand dollars ($250,000) for the subsequent ten-year period, conditioned that Grantee shall well and truly observe, fulfill, and perform each term and condition of this Franchise. Grantee shall pay all premiums charged for the bond, and shall keep the bond in full force and effect at all times throughout the term of this Franchise, including, if necessary, the time required for removal of all of Grantee's Facilities installed in the City's rights-of-way. The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days' prior written notice first being given to the City's Risk Management, Law Department, and Department of Public Works, with the approval of Director of the Department of Public Works. The bond shall be subject to the approval as to form by the City Attorney.

2. During the term of this Franchise, Grantee shall file with director of Safety and Permits with copy to the Grantor's Risk Management a duplicate copy of the bond along with written evidence of payment of the required premiums.

C. Construction Bond. During all times when Grantee is performing any construction work in, on, or under the ROW, Grantee shall post a performance bond, in the sum of five hundred thousand dollars ($500,000) for the first five years of the Franchise term and thereafter shall be in the amount of two hundred fifty thousand dollars ($250,000) for the subsequent ten-year period. The bond shall be conditioned that Grantee shall well and truly observe, fulfill and perform each term and condition under Section 7. Grantee shall pay all premiums or other costs associated with maintaining the bond, and shall keep the same in full force and effect at all times during the construction work. The bond shall provide that it may be terminated upon final approval of Grantee's construction work in or under the ROW by the Department of Public Works. During the duration of the construction work, Grantee shall file with the Department of Public Works and Risk Management a copy of the bond, along with written evidence of the required premiums. The bond shall be subject to the approval as to form by the City Attorney.

SECTION 6. COVENANT TO INDEMNIFY AND HOLD GRANTOR HARMLESS; LIMITATION OF LIABILITY.

A. General Indemnification. The Grantee agrees to indemnify, defend, and hold harmless the Grantor, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the Grantor or for which the Grantor may be liable, to the extent caused by the negligence or willful misconduct, of the Grantee, its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of Grantee's Facilities, except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise from the negligence, willful misconduct, or other fault of the Grantor. The Grantor does not and shall not waive any rights against the Grantee which it may have by reason of this indemnification, or because of the acceptance by, or the Grantee's deposit with the City of any of the insurance policies described in this Franchise. The indemnification by the Grantee shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

B. Relocation Indemnification. Grantee also hereby agrees to indemnify the Grantor for any damages, claims, additional costs, or expenses assessed against or payable by the Grantor arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its Facilities in the Grantor ROW in accordance with a relocation schedule furnished to Grantee by the Department of Public Works under this Franchise.

C. Neither party will be liable under or in connection with this Franchise for consequential, indirect, special, incidental or punitive damages for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

SECTION 7. CONSTRUCTION, REPLACEMENT, REPAIRS, AND MAINTENANCE.

A. Permits. Grantee shall apply for and obtain all permits for the construction, installation, and operation of its Facilities in the right-of-way. Grantee shall pay all applicable fees due for City construction permits. Upon receipt of a permit for construction or installation of its Facilities, Grantee shall provide a construction schedule for the installation and removal of equipment to the Department of Public Works. Such schedule shall be subject to modification by the Department of Public Works. All construction and maintenance of any and all Grantee's Facilities within the right-of-way shall, regardless of who performs installation and/or construction, be and remain the responsibility of Grantee.

B. Installation and Removal of Equipment. Grantee's Facilities shall be installed and maintained in accordance with the laws of the State of Louisiana and the ordinances and standards of the City regulating such construction. Grantee may remove its

Facilities from the right-of-way at any time at Grantee's discretion provided that Grantee complies with all applicable permitting requirements in connection with such removal, and Grantee shall not owe any franchise fees with respect to a Facility following its removal.

C. Common Users. Grantee's Facilities may be attached to utility poles within the ROW, including proprietary poles installed and owned by Grantee. Grantee shall also allow and encourage other wireless carriers to co-locate facilities on utility poles with Grantee's Facilities, provided (i) with respect to Facilities that are Grantee's proprietary poles, that such co-location shall be pursuant to rates, terms, and conditions reasonably agreed to by Grantee, (ii) such co-location does not interfere with Grantee' s Facilities or jeopardize the physical integrity of the utility poles, (iii) the owner of the utility poles and the Grantor consents to such co-locations, and (iv) the Grantor approves the co-location.

1. Damage to Utility Poles. If a utility pole falls or is damaged due to the actions or omissions of Grantee such that there is an imminent threat of harm to persons or property, then the Grantor may require the utility pole to be removed. Grantee shall, after written notice from the Grantor that damage to or removal of such utility poses the risk of imminent harm to persons or property, immediately undertake efforts to repair or replace or remove the utility pole and the utility pole shall be repaired or replaced within thirty (30) days after the Grantor's written notice. Grantee shall, in all other instances, repair or replace or remove such damaged utility pole within ninety (90) days, provided Grantee commences such repair or replacement during the thirty (30) day period after receiving written notice from the Grantor and thereafter diligently pursues to completion. The cost to repair and/or replace any such utility pole damaged by Grantee, including the replacement Grantor streetlight, bulb, and ancillary equipment shall be paid by Grantee; provided, however, that if the utility pole is damaged or destroyed by normal wear and tear, the Grantor, or any third party, then the Grantee shall not be responsible to repair and/or replace the utility pole.

D. Relocation. The Grantor shall have the right to require Grantee to change the location of its Facilities in the ROW when the public use requires such change, and the expense thereof shall be paid solely by Grantee. The Grantor shall provide Grantee with the standard notice given under the circumstances to other lessees, franchisees, licensees, or permittees, but no less than ninety (90) days' notice (except in the case of imminent risk to persons or property, in which case ninety (90) days' notice is not required). Should Grantee fail to remove or relocate any such Facilities by the date established by the Grantor, the Grantor may cause and/or effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all expenses incurred by the Grantor due to Grantee's delay.

1. The provisions of this section shall in no manner require or preclude Grantee from making any arrangements with third parties it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity, other than the Grantor where the Facilities to be constructed by said person or entity are not or will not become Grantor owned, operated or maintained Facilities.

E. Maps and Records. The Grantee shall produce and maintain a complete set of "as built" GIS layer(s) and, to the extent available, shall provide the Grantor two updated complete sets of as-built GIS layer(s) annually, at a minimum, upon request by the Grantor. The "As-built" asset attributes shall be produced in a form acceptable to the Grantor's GIS Manager, the Director of the Department of Safety and Permits, and any other relevant manager of the authorizing department. All costs associated with this work are the responsibility of the Grantee.

F. Restoration after Construction. Grantee shall, after construction, maintenance, or repair of Facilities, leave the ROW in as good or better condition in all respects as it was before the commencement of such construction, maintenance or repairs, excepting normal wear and tear. Grantee agrees to promptly complete restoration work and to promptly repair any damage caused by such work at its sole cost and expense. Restoration work required to protect against an imminent threat to persons or property shall be commenced immediately and shall be completed within thirty (30) days of the Grantor's written notice. Any and all other restoration work not creating a threat of imminent harm shall be completed within ninety (90) days, provided Grantee commences such repair or replacement during the forty five (45) day period after receiving written notice from the Grantor and thereafter diligently pursues to completion. When any opening is made by Grantee in a hard surface pavement in any street, Grantee shall notify the Grantor thirty (30) days in advance. Grantee shall promptly refill the opening and restore the surface to a condition satisfactory to the Grantor. All excavations made by Grantee in the ROW shall be properly safeguarded for the prevention of accidents. All of Grantee's work under Section 8 shall be done in strict compliance with all applicable rules, regulations and ordinances of the Grantor.

G. <u>Tree Pruning.</u>

1. After obtaining a written permit from the Grantor, Grantee may prune or cause to be pruned, using proper arboricultural practices in accordance with such permit, any tree in or overhanging the ROW which interferes with Grantee's Facilities.

2. Grantor may, at its discretion, waive the notification and permit process in the case of single trees, if Grantee adequately demonstrates to the Grantor's satisfaction the ability to consistently apply proper arboricultural practices to the pruning of trees. Before any tree trimming permit may be issued, any contractor to be used by Grantee shall be subject to the approval of the Grantor. Grantor shall have the discretion to cancel the permit if, at any time, Grantee or its agents, fails to use proper arboricultural practices.

SECTION 8. RESERVATION OF CITY STREET RIGHTS

Nothing in this Franchise shall be construed to prevent the Grantor from constructing sewers, grading, paving, repairing, and/or altering any street or laying down, repairing, or removing water mains or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as to not obstruct, injure, or prevent the unrestricted use and operation of Grantee's Facilities in the ROW. However, if any of Grantee's Facilities interfere with the construction or repair of any Street or public improvement, including construction, repair or removal of a sewer or water main, Grantee's Facilities shall be removed or replaced in the manner the Grantor shall direct in accordance with Section 8(D); provided, however, the Grantor will cooperate with Grantee to identify alternate locations within the ROW. Any and all such removal or replacement shall be at the expense of Grantee. Should Grantee fail to remove, adjust or relocate its Facilities by the date established by the Grantor written notice to Grantee, the Grantor may cause and/or effect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the Grantor due to Grantee's delay.

SECTION 9. MAINTENANCE OF FACILITIES.

Grantee shall provide and put in use all Facilities necessary to control and provide wireless services so as to prevent injury to the Grantor's property or property belonging to any person within the City. Grantee, solely at its own expense, shall repair, renew, change and improve said Facilities from time to time as may be necessary to accomplish this purpose. New or modified Wireless Facility designs shall be approved by and routed to the appropriate departments and commissions for approval.

SECTION 10. DISCONTINUED USE OF FACILITIES.

A. Whenever Grantee intends to discontinue use of its Facilities within all or part of a particular portion of the ROW and does not intend to use said Facilities again for six months or more, Grantee shall provide no less than ninety (90) days advance notice to the Grantor. In addition, Grantee shall submit for the Grantor's approval a completed application describing the Facilities and the date on which Grantee intends to discontinue using the Facilities.

B. The Grantor may require Grantee to remove the Facility from the ROW or modify the Facility in order to protect the public health and safety or otherwise serve the public interest. The Grantor may require Grantee to perform a combination of modification and removal of the Facility; provided, however, that Grantee may elect to remove its Facility entirely in the event the Grantor requests any modification. Grantee shall complete such removal or modification in accordance with a reasonable schedule set by the Grantor, provided that the Grantor shall provide no less than ninety (90) days advanced notice of any required removal or modification. Until such time as Grantee removes or modifies the Facility as directed by the Grantor, or until the rights to and responsibility for the Facility are accepted by another person having authority to construct and maintain such Facility, Grantee shall be responsible for all necessary repairs and relocations of the Facility, as well as maintenance and restoration of the ROW, in the same manner and degree as if the Facility were in active use, and Grantee shall retain all liability for such Facility.

SECTION 11. HAZARDOUS SUBSTANCES.

A. Compliance. Grantee shall comply with all applicable state and federal laws, statutes, regulations, and orders concerning Hazardous Substances relating to Grantee's Facilities in the ROW.

B. Maintenance and Inspection.

l. Grantee shall maintain and inspect its Facilities located in the ROW. If Grantee discovers any leaks, spills, releases, or other contamination associated with, arising from, or due to its Facilities in the ROW, Grantee shall report the discovery to the Grantor within 48 hours. Grantee shall immediately proceed to repair, contain, extract, detoxify, and remediate any Hazardous Substances in the ROW associated with, resulting from, or due to any leaks, spills, releases, or other contamination from its Facilities.

2. Upon notice to Grantee and in the presence of an authorized representative of Grantee, the Grantor may inspect Grantee's Facilities in the ROW to determine if any release of Hazardous Substances has occurred, or may occur, from or related to Grantee's Facilities.

C. Remediation. In the event Grantee creates a discharge or release of Hazardous Substances in violation of law, Grantee shall remove all contamination or residue of Hazardous Substances in compliance with applicable environmental cleanup standards. If Grantee fails to remove all such contamination or residue, in compliance with standards set by federal, state, and local laws, statutes, regulations, and orders, the Grantor may arrange for the cleanup, extraction, detoxification, removal, or remediation of the Hazardous Substances and the costs of such clean up, extraction, detoxification, or neutralization shall be charged to the Grantee and the Grantee shall promptly pay such charges.

1. Upon request, the Grantor shall provide Grantee with information within the Grantor's possession which identifies other potentially responsible parties for the purposes of recovering such removal costs.

D. Indemnification. Grantee agrees to indemnify the Grantor against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the Grantor arising out of the release or threat of release of Hazardous Substances caused by Grantee's ownership or operation of its Facilities in the ROW except for those claims, costs and expenses which arise from the negligence, willful misconduct, or other fault of the Grantor or any public agency operating under the authority thereof. Nothing in this Franchise agreement transfers or is intended to transfer any liability to the Grantor for remediation of any such Hazardous Substances in the ROW. The indemnification herein shall survive the expiration or termination of this Franchise.

SECTION 12. GRANTOR'S WRITTEN CONSENT REQUIRED FOR ASSIGNMENT, TRANSFER, MERGER, LEASE OR MORTGAGE.

A. Nontransferable Requirements

(1) Grantee shall provide the Grantor with written notice of any transfer, sale, or assignment resulting in a change in control of Grantee within ten (10) days after the completion of such transfer, sale, or assignment. Grantee shall provide Grantor with copies of material petitions, applications, communications, and reports submitted by the Grantee to the Federal Communications Commission, the Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction over any aspect of such transfer, sale or assignment.

(2) Except for sales, assignments, or transfers of Franchise by reason of transfers, sales, or assignments resulting in a change of control of Grantee, the Franchise shall not be sublet or assigned, nor shall any of the rights therein granted or authorized be leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person or entity, except the Grantee, without the prior consent of the Grantor expressed by ordinance. Such consent shall not be unreasonably withheld. The Grantor shall be deemed to have consented if the Grantor has not acted within one

hundred twenty (120) days after receipt of Grantee's request for approval unless Grantor and Grantee agree to an additional period of time for Grantor's review. The granting of such consent shall not render unnecessary any subsequent consent. For the purpose of determining whether it will consent to such change, transfer, or assignment of the Franchise, the Grantor may inquire into the qualifications of the prospective holder of the Franchise, including, but not limited to proof of such person or entity's compliance with the insurance and Security Fund requirements of this Franchise, and Grantee shall assist the Grantor in any such inquiry.

(3) Within sixty (60) days after transfer, sale, or assignment of the Franchise, Grantee shall file with the Grantor a copy of the deed, agreement, mortgage, lease, or other written instrument evidencing such sale, transfer or assignment, certified and sworn to as correct by the Grantee.

(4) For purposes of this Franchise, a change in control of Grantee occurs:

a. When a 51 percent ownership interest in the Grantee is acquired;

b. When an ownership interest changes from 51 percent or more to 50 percent or less;

c. When substantially all of the assets of the Grantee are acquired by a third party; or

d. When control, as defined by the regulations of the Securities and Exchange Commission, is acquired.

(5) Notwithstanding any provision in this Franchise to the contrary, Grantee shall have the right to assign this Franchise, in whole or in part, to any parent, subsidiary, affiliate, or any person, firm, or corporation that shall control, be under the control of, or be under common control with Grantee, or to any entity into which Grantee may be merged or consolidated or which purchases all or substantially all of the assets of Grantee that are subject to this Franchise, provided in each case Grantee provides Grantor with prior written notice of such assignment as soon as reasonably possible but in no event less than thirty (30) days prior to such assignment.

B. Transfers without Consent in Ordinary Course of Business. Grantee shall not Lease any of its Facilities without the City's prior consent as expressed by ordinance. However, and notwithstanding Section 13(A), Grantee may Lease, license, or grant the right to use any portion of its Facilities in the ordinary course of its business without otherwise obtaining the City's consent by ordinance, so long as Grantee remains solely responsible for locating, servicing, repairing, relocating, and removing such Facilities, and Grantee provides Grantor with written notice of the Lease, which includes Grantee's assumption of Grantee's continued responsibility for locating, servicing, repairing, relocating and removing its Facilities. A lessee of Grantee's Facilities shall not obtain any rights under this Franchise.

1. Notwithstanding Section 13(A)(l), Grantee may sell portions of its Facilities in the ordinary course of its business, so long as Grantee complies with the following conditions (to the extent that Grantee does not remain responsible for the operation of such Facilities pursuant to a lease, license, or right to use the Facilities compliant with Section 13(B)):
   a. The purchaser acquires a new franchise with the City within sixty (60) days of the sale execution. If the purchaser is not granted a new franchise, the purchaser shall remove, at its cost, any Facilities that are the subject of the sale.
   b. Within fourteen (14) days of the sale being executed and becoming final, Grantee shall provide written notice to the City, describing the Facilities sold by Grantee, identifying the purchaser of the Facilities, the location of the Facilities (in accordance with the requirements of Section 7(G), and providing an executed counterpart or certified copy of the sales documents to the Department of Safety and Permits.
   c. Grantee shall remain solely responsible for locating, servicing, repairing, or removing its remaining Facilities.

SECTION 13. FORFEITURE AND REMEDIES.

A. Forfeiture. In addition to any other rights set out elsewhere in this Franchise, the Grantor reserves the right to declare a forfeiture of the Franchise, and all of Grantee's rights arising thereunder, in the event that:

1. Grantee violates any material provision of the Franchise and does not cure such violation in accordance with Section 14(D). For purposes of this Franchise, the following are material provisions of this Franchise, allowing the Grantor, without limitation, to exercise its rights under this Section or as set forth elsewhere in this Franchise:

   a. The failure to pay Grantee's payments of franchise fees to the Grantor for use of the ROW under this Franchise;

   b. Any failure by Grantee to submit timely reports regarding the calculation of its franchise fees to the Grantor;

   c. Any failure by Grantee to maintain the liability insurance required under this Franchise;

   d. Any failure by Grantee to maintain the performance bond required under this Franchise;

   e. Any failure by Grantee to otherwise fully comply with the requirements of Sections 3 through and including Section 18 of this Franchise.

2. Grantee is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the Grantor.

3. There is a final determination that Grantee has failed, refused, neglected, or is otherwise unable to obtain and/or maintain any permit required by any federal or state regulatory body regarding Grantee's operation of its Facilities or services within the City.

4. Grantee files for bankruptcy.

B. Additional Remedies. In addition to any rights set out elsewhere in this Franchise, as well as its rights under the City Code, the Grantor reserves the right at its sole option to apply any of the following remedies, alone or in combination:

1. Impose a financial penalty of up to $1,000.00 per violation; and

2. Suspend Grantee's rights under this Franchise, until Grantee corrects or otherwise remedies the violation.

C. Determination of Remedy. In determining which remedy or remedies are appropriate, the Grantor shall consider the nature of the violation, the person or persons burdened by the violation, the nature of the remedy required in order to prevent further such violations, and any other matters the Grantor deems appropriate.

D. Notice and Opportunity to Cure. The Grantor shall give Grantee thirty (30) days prior written notice of its intent to exercise its rights under this Section, stating the reasons or such action. If Grantee cures the stated reason within the thirty (30) day notice period, or if Grantee initiates efforts satisfactory to the Grantor to remedy the stated reason and the efforts continue in good faith, the Grantor shall not exercise its remedy rights. If Grantee fails to cure the stated reason within the thirty (30) day notice period, or if Grantee does not undertake and/or maintain efforts satisfactory to the Grantor to remedy the stated reason, then the Grantor may impose any or all of the remedies available, including termination of the Franchise agreement.

SECTION 14. EXPIRATION AND RENEWAL.

Renewal. The term of this Franchise agreement is ten (10) years. To accommodate rapid changes in technology, increase transparency, facilitate inclusion of feedback from community stakeholders, and provide opportunities to improve the Franchise agreement before the expiration of the ten (10) year period, this Franchise agreement allows, but does not require, the Grantor and Grantee to re-negotiate the terms of this Franchise agreement that will be in effect after an initial ten (10) year period.

If both parties remain satisfied with the Franchise agreement, at the ten (10) year mark, they may do nothing, in which case the Franchise agreement shall continue under its terms and conditions for another five (5) years in accordance with Section 3.B. However, the parties also may opt to revise the Franchise agreement to satisfy changed circumstances in accordance with Section 3.B. If no mutual written modification is agreed upon by both parties, the Franchise shall expire pursuant to Section 3.B.

Until such time as the Grantor exercises its rights as set forth in this Section, Grantee's rights and responsibilities within the Grantor shall continue to be controlled by the terms and conditions of this Franchise.

SECTION 15. MISCELLANEOUS.

A. Compliance with Laws; Change of Law.

1. Both Grantee and the Grantor shall comply with all applicable federal and state laws.

2. Both Grantee and the Grantor shall comply with all applicable Grantor ordinances, resolutions, rules, and regulations adopted or established pursuant to the Grantor's lawful authority.

3. If any federal, state, or local laws or regulations (including, but not limited to, those issued by the Federal Communications Commission or its successor agency) and any binding judicial interpretations thereof (collectively, "Laws") that govern any aspect of the rights or obligations of the parties under this Franchise shall change after the effective date of this Franchise and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the Franchise as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

B. Severability. If any section, provision, or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable or is preempted by federal or state laws or regulations, the remainder of this Franchise shall not be affected.

C. Regulation and Non-enforcement by the Grantor. The Grantor shall be vested with the power and authority to reasonably regulate the exercise of the privileges permitted by this Franchise in the public interest. Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure of the Grantor to enforce prompt compliance, nor does the Grantor waive or limit any of its rights under this Franchise by reason of such failure or neglect.

D. Force Majeure.

1. If Grantee is wholly or partially unable to carry out its obligations under this Franchise as a result of Force Majeure, Grantee shall give the Grantor prompt notice of such Force Majeure, describing the same in reasonable detail, and Grantee's obligations under this Franchise, other than for the payment of franchise fees or other monies due, shall not be deemed in violation or default for the duration of the Force Majeure. Grantee agrees to use its best efforts to remedy as soon as possible, under the circumstances, Grantee's inability by reason of Force Majeure to carry out its responsibility and duties under this Franchise.

E. Choice of Forum. Any litigation between the Grantor and Grantee arising under or regarding this Franchise shall occur, if in the state courts, in the Civil District Court for the Parish of Orleans, and if in the federal courts in the United States District Court, Eastern District of Louisiana.

F. Consents. To the extent either party is required hereunder to obtain the consent or approval of the other, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

G. Notice. Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (3) sent by overnight or commercial air courier (such as Federal Express) addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

1. If to the Grantor: City Attorney's Office
1300 Perdido Street, Ste. 5E03
New Orleans, LA 70112
504-658-9800

2. With a copy to: Chief of Staff & Counsel
Council Utilities Regulatory Office
1300 Perdido Street, Ste 6E07
New Orleans, LA 70112
504-658-1110
And

Mayor's Office of Utilities
Real Estate and Records
Department of Public Works
Department of Parks and Parkways
City's Risk Manager
1300 Perdido Street
New Orleans, LA 70112

3. If to Grantee: SQF, LLC DBA VERTA
Attn: Legal
16 Middle Street, Suite 201
Portland, ME 04101

4. Any such notice, communication, or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail as aforesaid, or one (1) business day after shipment by commercial air courier as aforesaid.

SECTION 16. CITY CONTRACTING PROVISIONS.

A. Convicted Felon Provision. (Code Sec. 2-8(c)): Grantee complies with Section 2-8 (c) of the Code of the City of New Orleans, which requires that no principle, member, or officer of the Contractor has, within the proceeding five years, been convicted of, or plead guilty to a felony under state or federal statues for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

B. Non-solicitation Statement. (Code Sec. 46-51): Grantee acknowledges that it has not employed or retained any SQF, LLC dba VERTA or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Grantee has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other help consideration contingent upon or resulting from the subject contract.

C. Audit and Compliance. The Grantee will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the

Grantee to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. The Grantee agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. Creature of Government. It is understood and agreed that the Grantor is a creature of government. Should public necessity require it, this Franchise agreement may be terminated (or amended to reflect partial termination) upon the giving of sixty (60) days' written notice by Grantor to Grantee. Under these circumstances all franchise fee payments shall cease and the liability of the Grantee to the extent of the termination shall also cease.

SECTION 17. TERMINATION OF FRANCHISE.

A. The Grantor may terminate this Franchise on grounds of Grantee's Franchise violations consistent with the Chapter 30, Article II, Division 3 of the City Code and for reasons stated in this Franchise.

B. Should the Grantee opt to discontinue use of all of its Facilities in the ROW pursuant to Section 11 of this Franchise agreement or if at any time Grantee have no Facilities located in the ROW, the Grantee must file a notice to terminate this agreement for convenience by providing ninety (90) days' written notice to Grantor.

C. Upon termination, all rights of the Grantee shall immediately be divested without further act upon the part of the Grantor. Grantor may require Grantee to remove its equipment and plant from the public property and rights-of-way. If Grantor requires removal, the Grantee shall forthwith remove its structures or property from the rights-of-way and restore it to such condition as the Grantor may require. Upon failure to do so, the Grantor may perform the work and collect the cost against Grantee's performance bond. The cost thereof shall be a lien upon all equipment and plant and property of the Grantee. Such lien shall not attach to property of Grantee located on poles of other utilities until removal of such property from the pole or poles.

D. Upon Grantee's voluntary termination of this Franchise agreement, the Grantor may elect to acquire ownership of the franchised Wireless Facilities. In such event, the purchase price shall be negotiated and require mutual agreement of Grantee and Grantor. Additionally, Grantor may, in any lawful manner and upon the payment of fair market value lawfully ascertained, purchase, condemn, acquire, take over and hold the Facilities of the Grantee, in whole or in part, through the exercise of its powers of eminent domain. In such event, the actions of the Grantor and the Grantee shall be governed by state law.

E. Upon voluntary termination of this Franchise agreement, Grantee's Franchise compensation to the Grantor for the active year of termination shall be prorated based on the number of months and/or days remaining in the calendar year. The prorated Franchise compensation shall be based on a franchise fee pursuant to Section 5(A) and due within thirty (30) days from the effective date of termination of this Franchise agreement. Prorated Franchise compensation not received by the Grantor within thirty (30) days from the termination of this Franchise agreement shall be subject to Section 5(B)(2) interest and a Section 5(B)(3) delinquency penalty charges.

F. The effective date of termination of this Franchise agreement shall be after Grantor's collection of any and all claims, liens, fees, and or taxes due which may arise by reason of construction, operation, and/or maintenance of the Facilities against Grantee's performance bond, if necessary.

SECTION 18. ACCEPTANCE.

Grantee shall, within sixty (60) days after the passage of this Ordinance by the City Council, file with the Clerk of Council, with copies filed with the Director of Finance and the City Attorney, a written acceptance of this Ordinance, said Acceptance to be signed and acknowledged by the President, Vice President, or other authorized officer of the Grantee and attested by its Secretary or other designated employee or officer of Grantee. Said acceptance shall be substantially in the following form:

"TO THE COUNCIL OF THE CITY OF NEW ORLEANS"

The Grantee, a limited liability SQF, LLC dba VERTA existing under the laws of the State of Delaware, does hereby accept Ordinance No. _________ M.C.S., enacted the _ day of _______________ 2026, granting SQF, LLC dba VERTA the privilege to erect, construct, maintain and/or operate Facilities, subject to certain terms, conditions, and limitations as set forth therein.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS ___________________

____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON ___________________

APPROVED:
DISAPPROVED: ___________________

____

MAYOR

RETURNED BY THE MAYOR ON ___________________ AT ___________________

____

CLERK OF COUNCIL

ROLL CALL VOTE:

YEAS:

NAYS:

ABSENT:

RECUSED: