

THIS AGREEMENT made effective the day of June, 2020.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
(hereinafter called "Licensor")

Of The First Part

-and-

JUCE CONNECT INC.
(hereinafter called "Licensee")

Of The Second Part

WHEREAS Licensor owns and operates a certain water tower located upon lands known municipally as 192 Victoria St. in the now Community of Rodney in the Municipality of West Elgin and Province of Ontario;

AND WHEREAS the Licensee provides telecommunication services in the Province of Ontario and proposes to extend such services to residents and other entities within the territorial limits of the Municipality of West Elgin;

AND WHEREAS, in connection with its operations, Licensee desires and seeks permission to install, maintain, and operate specified communications equipment, including antennae, cable, switches, and other items ancillary thereto (hereinafter collectively referred to as "Equipment" and a detailed list of which is attached as Schedule "A" to this Agreement), upon the roof of the Structure to facilitate the provision and operation of high speed internet services within the said territorial limits of the Municipality of West Elgin;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the payment of ONE DOLLAR (\$1.00) by each Party hereto to the other and the mutual premises and covenants herein contained, the sufficiency of which consideration is hereby irrevocably acknowledged, the Parties agree and covenant as follows:

1. Preamble Incorporated

The preamble paragraphs to this Agreement, including any Schedule referenced therein, is incorporated into and forms a part of this Agreement.

2. Grant of Rights to Licensee

Licensor hereby grants to Licensee the right to install, operate and maintain the Equipment upon the Structure subject to the completion and/or performance of the payments, terms, covenants and agreements as hereinafter set forth or incorporated.

Licensor further grants to Licensee, access to the Structure for the purposes incidental to the rights granted to Licensee hereunder including, without limitation, the right to install and maintain the equipment as outlined in Schedule "A" including an antennae, electronics and communication line as Licensee, acting reasonably, may deem necessary or convenient in connection with the operation of its Equipment (hereinafter called the "Lines") but at all times subject to the conditions outlined in section 3.2. below. Subject to the terms of this Agreement, including but not necessarily limited to that set forth in sections 3 and 4 below Licensee, its employees, agents and contractors, shall have the right of ingress and egress, as Licensee, in its reasonable opinion, deems necessary, to carry out the installation and operation of the Equipment.

3. Installation

- 3.1. Licensee shall pay for all direct and indirect costs related to installation of the Equipment and Lines; for purposes of clarity, it is agreed and acknowledged that the Licensor is not responsible for and shall not pay for any costs of installation of the Equipment and Lines.
- 3.2. Prior to installation of the Equipment and Lines, Licensee shall provide its plans and drawings to Licensor, which plans and drawings are subject to the approval of Licensor, acting reasonably, in writing. Approval of the plans and drawings by Licensor shall in no way relieve the Licensee of its obligations and responsibilities contained in this Agreement.
- 3.3. Licensee shall ensure that the Equipment and Lines and the installation and operation of the same are in conformance with applicable federal, provincial or municipal laws, regulations, codes and requirements which are now in effect or which subsequently come into effect. Licensee shall secure, at its sole expense, all licenses, permits and approvals which may lawfully be required by any governmental authority or agency whatsoever for the lawful installation, maintenance, and operation of the Equipment and Lines.
- 3.4. Licensee shall provide and pay for all grounding and lightning protection for the Equipment and Lines, which grounding and lightning protection, including installation thereof, shall be consistent with industry standards and practices.

4. Operation and Maintenance

- 4.1. Subject to section 4.2 hereof, any modification or change made to the location of or any part of the Equipment and Lines and/or any maintenance, servicing or repairs to be undertaken by Licensee to the Equipment and Lines shall be made at the sole expense of Licensee. Any substantial change to the Equipment and Lines upon the Structure shall only be undertaken by Licensee after having received written consent from Licensor, such consent not to be unreasonably withheld. Licensee shall maintain in good order and safe working conditions the Equipment, Lines and all other related items which may be owned or operated by Licensee, its contractors, officers, servants and agents.
- 4.2. The installation, utilization, maintenance, repair or operation of the Equipment and Lines shall not interfere with any of the operations of the Structure as carried out by Licensor from time to time; provided that, for purposes of clarity and without limiting the generality of the foregoing, it is understood and agreed that Licensee shall immediately cease or vary any such installation, utilization, maintenance, repair or operation which interferes with operations of the Structure immediately upon receiving written notice from Licensor to that effect. In the event that, after Licensee has used its best efforts to do so, compliance with this section renders it impossible or economically non-viable for Licensee to operate the Equipment, Licensee shall notify Licensor of such inability to comply as well as provide the Licensor with a detailed explanation thereof. Thereafter, if, within thirty (30) days of the said notice, Licensor is unable or unwilling to reconcile and/or rectify the matter or matters giving rise to the original inability to comply, Licensee may terminate this Agreement by giving Licensor no less than thirty (30) days' written notice thereof and, upon the effective date of such termination, Licensor shall refund the pro rata portion of the Licensee's annual licence fees, if any are paid, which applies to the remainder of the year.
- 4.3. The Licensor shall use its best efforts to ensure that the installation, utilization, maintenance, repair or operation of equipment from time to time carried out by Licensor or its licensees will not and does not interfere with any of the operations of the Licensee. Upon written notice of such interference from the Licensee, Licensor or the other licensees shall immediately use best efforts and take reasonable steps to alleviate the said interference with operations of the Equipment, Accessories and Lines of the Licensee.
- 4.4. The only access to the Structure and to the Equipment and Accessories by Licensee or by its designated contractors, employees, servants or agents shall be by way of existing ladders and stairs or such other means of access as is approved by Licensor, acting reasonably, in writing. Any repairs, installations or maintenance by Licensee to the Lines shall be made by Licensee in such a manner so as not to disturb or cause damage to Licensor or the Structure or to third parties or adjoining lands.

- 4.5. Licensee acknowledges that its personnel shall only have access to the Structure for any purpose if accompanied by the Licensor's personnel or designated representative. Licensee shall use its reasonable efforts to provide Licensor with advance notice of any requirement for access for regular maintenance, but in no event shall such regular maintenance be carried out without less than 48 hours prior notice. In the event that access is required on an emergency basis, Licensor shall use its best efforts to ensure that the Licensee is provided access within a reasonable period after notification.
- 4.6. Licensee and its contractors, employees, servants, agents or representatives upon the Structure shall comply with the reasonable safety regulations of the Licensor, as the same may be communicated to the Licensee by the Licensor, from time to time. A copy of the current Licensor safety regulations have been delivered to Licensee.
- 4.7. Licensee shall have access to, occupy and use the Structure only for the construction associated with and installation, operation and maintenance of its Equipment and Lines as a communication site and the use of such Equipment and Lines shall be for lawful reasonable and usual communications purposes and those activities necessarily related thereto.
- 4.8. The Licensee shall be responsible for and pay for any and all costs and expenses associated with the operation of the Equipment and Lines.

5. Term

- 5.1 This Agreement shall remain in force for a term of five (5) year(s) commencing on the effective date thereof unless sooner terminated in accordance with the provisions hereof. The term of this contract shall automatically renew for succeeding 5-year terms if either party does not, within 180 days of the end of the term, or any renewal, provide written notice to the other of its intention to terminate at the end of such term or renewal, provide written notice to the other of its intention to terminate at the end of such term or renewal, as the case may be. Except as otherwise provided herein and notwithstanding the foregoing, either party may, at any time, terminate this Agreement upon providing to the other not less than one(1) year's written notice.
- 5.2 The effective date of this Agreement shall be the date first set forth above.

6. Licence Fee / Additional Compensation

- 6.1 In consideration of the granting of the Licence and rights associated therewith as contemplated by this Agreement, the Licensee shall pay to the Licensor an annual Licence Fee of One Thousand, Two Hundred Dollars (\$1,200.00), or, in the event as being applicable to only part of a year, the proportional part thereof, such annual

Licence Fee to be paid to and received by the Licensor on the first day of January for each year the within Agreement, or renewal thereof, is in effect, commencing January 1, 2021.

7. Insurance

7.1. During the Term of this Agreement and/or any renewal thereof, Licensee shall at all times secure, maintain and pay for the mutual benefit of Licensor and Licensee respectively , liability insurance against claims for personal injury, death or property damage occurring upon the Structure, as a direct or indirect result of the Licensee's operation and/or presence upon the Structure, such insurance to afford protection to the limit or not less than Five Million (\$5,000,000.00) Dollars per occurrence with respect to injury or death to a single person and to the limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence in respect of property damage; provided that, for purposes of clarity, it is agreed and understood that, at all times, any such policy of insurance as contemplated herein shall specifically name the Licensor as either a named insured or additional insured; and provided further that the said policies of insurance shall be issued by an Insurer acceptable to the Licensor and carrying on business in the Province of Ontario and shall, amongst other things, include an undertaking by the Insurer to notify the Licensor in writing at least thirty (30) days prior to cancellation thereof; and provided further that, upon demand, the Licensee shall furnish to the Licensor certificates in respect of any such policy or policies

8. Indemnification and Reimbursement

8.1. Licensee shall indemnify and save harmless Licensor of and from all loss and damage and all fines, costs, charges, suits, claims, demands, expenses of third parties, solicitor-client costs and actions of any kind of nature ("Damage") for which Licensor shall or may become liable, incur or suffer as a result of granting the Licence contemplated by this Agreement and/or the exercise of any rights granted thereunder by the Licensee, including but not necessarily limited to by reason of:

- a) any breach, violation or non-performance by Licensee of any covenant, term or provision hereof; or
- b) installation, operation or maintenance of the Equipment or Lines; or
- c) any builders or other liens for any work done or materials provided or services rendered for improvements, alterations or repairs made by Licensee to the Equipment or Lines; or
- d) any injury, or death occasioned to or suffered by any person or damage or any property caused directly or indirectly by Licensee, and/or by any of the

Licensee's contractors, employees, servants, agents, invitees or representatives; or

- e) Licensee's activities, omissions or operations (including those of Licensee's contractors, employees, servants, agents, representatives or invitees), whether or not such activities, omissions or operations are in law negligent, in breach of this Agreement, or constitute creation, permission or tolerance of a nuisance;

except to the extent that any such losses or resultant damages are caused by the negligence or wilful misconduct or omission of Licensor or those for whom Licensor is responsible in law.

Under no circumstances shall either party be liable to the other party for any special, indirect, incidental or consequential damages, including without limitation, business or economic loss of anticipated profits.

8.2. Licensor shall not be liable nor responsible in any way for any personal or consequential injury of any nature whatsoever that may be suffered or sustained by Licensee or by any employee, agent, customer, licensee, contractor or invitee of Licensee or any other person who may be upon the Structure or for any loss or damage however caused to any property belonging to the Licensee or to its employees, agents, customers, licensees, contractors, invitees or any other person while such property is in or about the Structure. Without limiting the generality of the foregoing Licensor shall not be liable to Licensee, or to anyone claiming through Licensee, for:

- a) any damage or damages for any nature whatsoever to any property caused by reason of breakdown or other cause, by failure to supply adequate drainage, snow or ice removal, or by interruption of any public utility or other service, or by steam, water, rain, snow or other substances leaking into, issuing or flowing from any place or quarter and causing damage to the Equipment or the Lines; or
- b) any act, omission, theft, malfeasance or negligence on the part of any agent, contractor or person from time to time employed by Licensor to perform janitor services, security services, supervision or any other work in or about the Structure; or
- c) any and all liability for loss or damage cause by any of the perils against which Licensee shall have insured or pursuant to the terms of this Agreement is obligated to insure and whether or not such loss or damage may have arisen out of the negligence of Licensor or of any Licensor's employees, contractors, agents, customers, licensees or invitees.

- 8.3. Licensee shall not demand, claim or bring action against Licensor for any damage, loss, costs changes or expenses which Licensees, its contractors, officers, servants, agents or invitees may suffer in the course of the Licensee's operations on the Structure, whether or not such damage, loss, costs, charges or expenses are the result of any act of negligence, or breach of this Agreement by, or nuisance created, permitted or tolerated by Licensor or any of its contractors, officers, servants, agents or invitees.
- 8.4. Licensee shall promptly reimburse Licensor for any damage, loss, costs, charges or expenses which Licensor may suffer as a result of Licensee's operations or activities on the Structure, or as a result of any acts or omissions of Licensee's contractors, officers, servants, agents or invitees, whether or not such acts or omissions are in law negligent, or in breach of this Agreement, or constitute creation, permission or tolerance of a nuisance.

9. Early Termination

(A) By Licensor In Event of Default by Licensee

9.1. As events of default hereunder and if and whenever:

- a) any payment to be paid by Licensee to Licensor or any part thereof be not paid when due, and such default shall continue after seven (7) days written notice by Licensor to Licensee requiring Licensee to rectify the same; or
- b) the term hereby granted or the Equipment and/or the Lines shall be taken or exigible in execution or in attachment, or if a Writ of Execution shall issue against Licensee; or
- c) Licensee shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any Act that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up of proceedings or if a receiver shall be appointed for the business, property, affairs or revenues of Licensee; or
- d) save and except for that provided for in section 10.1 (a) above, Licensee shall not observe, perform and/or keep each and every covenant, agreement, provision, stipulation and/or condition herein contained to be observed, performed and kept by Licensee,

then and in such event the Licensee shall be in default hereunder and if such default shall persist after fifteen (15) days notice by Licensor requiring that Licensee remedy, correct, desist or comply (or in the case of such default which reasonably would require more than fifteen (15) days to rectify, unless Licensee shall commence rectification within the fifteen (15) day notice period

and thereafter promptly and diligently and continuously proceeds with and actively pursues the rectification of the said default), then and in any such cases, at the option of the Licensor, this Agreement shall immediately be terminated without further notice; and provided at all time that if and whenever Licensor shall be so entitled to and does so terminate this Agreement as a result of any such default as aforesaid by Licensee, Licensee shall forthwith vacate the Structure, including removal of the Equipment and Lines as otherwise provided for in this Agreement.

- 9.2. No reference to or exercise of any specific right or remedy by Licensor shall prejudice or preclude Licensor from any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedies shall be exclusive or dependent upon any other such remedy but Licensor may from time to time exercise any one or more of such remedies independently or in combination.

(B) By Licensee

- 9.3. Notwithstanding anything in the Agreement to the contrary, should: (a) Licensee be required to effect changes to or relocate Equipment as a result of interference by Equipment as contemplated in Section 4.2; (b) Licensee wish to upgrade Equipment and Licensor refuses to give its consent as contemplated in Section 4.1; (c) ability of Licensee to operate Equipment be impaired due to damage or destruction of the Structure, as contemplated in in Section 11 or due to interference by Licensor or its licensees, as contemplated in Section 4.3, then and in each and every such event, should Licensee determine, in its discretion, that the costs to effect any change to or relocation of Equipment is excessive, that any inability to operate Equipment due to damage to or destruction of the Structure results in unacceptable service outage, then Licensee may, upon no less than fifteen (15) days written notice to Licensor, terminate this Agreement and the Licence contemplated hereunder.

10. Consequences of Expiry or Early Termination – Removal of Equipment / Lines

At the expiry or earlier termination of this Agreement, Licensee shall immediately remove the Equipment and Lines associated with this Agreement and shall make good any damage caused by such removal and/or installation and maintenance of the same to the Structure, thereby leaving the Structure in as good a condition as existed immediately prior to the installation of the Equipment and Lines reasonable wear and tear excepted. At the expiry or earlier termination of this Agreement, all grounding and lightning protection provided by Licensee for the Equipment in accordance with the terms hereof shall in the sole discretion Licensor to be exercised by written notice given by Licensor to Licensee within two (2) months prior to such expiry or termination, either remain and become the

property of the Licensor, at a mutually agreed upon price, or be removed by Licensee immediately upon such expiry or earlier termination of this Agreement thereby leaving the Structure in as good a condition as existed immediately prior to the installation of the said grounding and lightning protection, reasonable wear and tear excepted.

Save and except for grounding and lightning protection measures as provided for above and in the event that Licensee does not remove any Equipment, Accessories and/or Lines as aforesaid, then, at the sole option of Licensor and without prejudice to any other rights it may have at law or in equity, the same shall become the property of Licensor without further notice or payment for the same.

11. Damage or Destruction of Structure

In the event of damage to the Structure that renders continued use by the Licensee of the Equipment impossible, the Licensor shall, as soon as possible, but not more than five (5) days following the event, advise the Licensee of the expected period for which the Equipment is unlikely to be available for use as a result of such damage (the "Repair Period"). Licensee may, upon notice given to the Licensor, elect to terminate this Agreement, and as applicable, remove the Equipment and Accessories. If the Licensee has not terminated the Agreement, Licensor shall, from time to time, advise the Licensee of any changes in the expected Repair Period.

12. Condemnation or Expropriation

If at any time during the term of this Agreement, title is taken to the whole or a portion of the Structure by right or exercise by any competent authority of powers of condemnation or expropriation, Licensor may, at this option, give notice to Licensee terminating this Agreement on the date stated in the notice. Upon such termination, or upon termination by operation of law, as the case may be, the payments hereunder shall abate and apportioned to the date of termination and Licensee or Licensor, as the case may be, may either pay or refund payment as applicable. In such case of condemnation or expropriation Licensee shall have no claim upon Licensor for any reason whatsoever but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interest and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively.

13. Assignment

Licensee may assign all or any part of this Agreement to any related company, provided that the assignee agrees to be bound by the terms hereof, without the prior written consent of Licensor. Furthermore, Licensee may assign all or any part of this Agreement without the prior written consent of Licensor if such assignment relates to the sale or disposition of the Licensee's wireless internet business, provided that the

assignee agrees to be bound by the terms hereof. Any other assignment, in whole or in part, of this Licensee shall only be effective upon the consent of the Licensor which consent will not be unreasonably withheld. Any assignment or purported assignment of all or part of this Agreement by Licensee without Licensor's written consent as herein provided shall be null and void and of no force or effect. In no event will any assignment of all or part of this Agreement by the Licensee terminate the Licensee's obligations hereunder.

14. Licensee Not to Encumber the Structure

Notwithstanding the provisions hereof, Licensee shall not register a caveat or any other instrument against title to the lands on which the Structure is located. This Agreement does not grant the Licensee any interest, either equitable or legal, in the lands on which the Structure is located.

15. Rates of Insurance Increased

Licensee will not do or permit to be done, committed or omitted upon the Structure anything which shall cause the rate of insurance upon the Structure or any part thereof held by Licensor to be increased.

16. Repairs by Licensor

Licensor shall have the right to make repairs, replacements, changes or additions to the Structure or to any equipment of Licensor located upon the Structure at any time and if the Equipment or the Accessories have to be relocated for such purpose, Licensee shall, upon ninety (90) days written notice, at its own expense, immediately move the same to facilitate such activities by Licensor provided that such action will not result in an interruption of service of the Licensee. The Licensee has the right to reinstall the Equipment and Accessories at its own expense. In the event that the repairs, replacements, changes or additions to the Structure or to any equipment of Licensor result in the interruption of service of the Licensee, the Licensee, at its sole discretion, shall have the right to terminate this agreement without penalty.

17. Taxes, etc.

Licensee shall pay all taxes, rates, duties, charges, assessments, fees and licenses whatsoever imposed by any governmental authority in respect of the Equipment or Accessories or in respect to any business or other activity of Licensee carried on upon or in connection with the Structure.

18. Notices

Any notice to be given hereunder shall be in writing and may be either delivered or sent by prepaid registered mail and in the latter case shall be deemed to have been given three (3) business days following the date upon which it was mailed. If

delivered, receipt is deemed to occur on the date of delivery. The addresses of the parties for the purposes hereof shall respectively be:

- a) Municipality of West Elgin
22413 Hoskins Line
Rodney ON N0L 2C0
Attention: CAO/Treasurer

- b) Juce Connect Inc.
4109 Petrolia Line
Petrolia, Ontario
N0N 1R0
Attention: Jeff Clouse

Any notice or service required to be given or effected from time to time shall be sufficiently given or served if mailed to or delivered to the address as aforesaid or, in the event of a postal disruption or threatened postal disruption, notices shall only be delivered.

19. Miscellaneous

- 19.1. Entire Agreement – This Agreement (including schedules) supersedes all other agreements and understandings between the parties hereto and contains a complete statement of all the arrangements made between the parties with respect to its subject matter. Any agreements or verbal representations or warranties made by either party prior to the date hereof, are hereby rendered null and void.

- 19.2. Amendments – This Agreement may only be amended by an instrument in writing executed by each of the parties hereto.

- 19.3. Waiver – The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of deprive that party of the right thereafter to insist upon strict adherence to that term, or any other term of this Agreement. No waiver shall be valid unless evidenced by writing signed by the party against whom such waiver is sought to be enforced.

- 19.4. Unenforceability, Invalidity or Illegality of Provision – In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

- 19.5. Further Assurances – Each of the parties agree that each shall with reasonable diligence proceed to take all action and to do all things and provide reasonable assurances as may be required to consummate the transaction contemplated herein, and each party hereto agrees to provide such further documents or instruments required by the other party as may be necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
- 19.6. Headings – The headings in this Agreement and Schedule(s) are solely for the convenience of reference and shall not affect the interpretation of this Agreement.
- 19.7. Law of the Agreement – This Agreement shall be deemed to be made pursuant to the laws of the Province of Ontario and shall be construed, interpreted, performed and enforced in accordance therein.
- 19.8. Time – Time shall be of the essence of this Agreement.
- 19.9. Enurement – This Agreement shall enure to the benefit of and be binding upon the parties hereto, and upon successors and assigns of Licensor and upon the successors and permitted assigns of Licensee.

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19.10. Merger – The covenants, terms and conditions of this Agreement evidencing obligations of a part to be performed at or after the expiry or earlier termination of this Agreement, shall not merge with such expiry or earlier termination of this Agreement but shall survive for the benefit of the other party.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement by the hands of their duly authorized officers under corporate seal as of the date first written above.

Signed, Sealed, and Delivered	)	The Corporation of the Municipality of West Elgin
)	
)	
	)	per: _____
	)	Name: Duncan McPhail
	)	Position: Mayor
)	
	)	per: _____
	)	Name: Magda Badura
	)	Position: CAO/Treasurer
)	
	)	We have authority to bind the Corporation.
)	
)	
	)	Juce Connect Inc.
)	
	)	per: _____
	)	Name: Jeff Clouse
	)	Position: President
)	
	)	I have authority to bind the Corporation.
)	

|

SCHEDULE "A"

The Equipment to be Installed

The following equipment will be installed at the top of the structure:

- 1 – Ubiquiti Outdoor Edge Switch
- 3 - 2Ghz Rocket Prism AC Wi-Fi Radio & 3 – AirMAX 2G 15DBi 120-degree antennas
- 3 – 5Ghz Rocket Prism AC Wi-Fi Radio & 3 – AirMAX 5G 19DBi 120-degree antennas

The following equipment will be installed and grounded at the bottom of the structure:

- 1 – Ubiquiti Edge Router
- 1 – 8 Port Edge Switch
- 1 – Edge Power 54V – 140W DC Power Supply
- Battery Backups as necessary
- 1 – Small Form Factor workstation for monitoring network

An outdoor carrier grade cat5 cable and a carrier-grade outdoor electrical cable will be run from bottom to top to power and provide networking to the outdoor Ubiquiti Edge Switch at top of structure.

Note: If existing racking cannot be used in association with the above Equipment, the Licensee shall purchase and install requisite new racking.