

Telecommunications Co-location Agreement

Between:

Village of Glenwood

(Hereinafter referred to as the "Village")

And

Tough Country Communications Ltd.

(Hereinafter referred to as "TCC")

WHEREAS:

- A. TCC has received a letter of Concurrence for construct a Monopole on municipal lands (April 28, 2021)
- B. TCC wishes to supply, install, use and maintain telecommunications equipment (the "Equipment") on portion(s) of the land legally described as set forth on Schedule "A" attached hereto (the "Land") which the Village is the registered owner;
- C. The portion(s) of the Land on which the Equipment is to be installed is shown roughly on Schedule "A" (the "Site"); and
- D. The Village is agreeable to allow the TCC to co-locate telecommunication equipment at the "Site";

Now therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

Term of this Agreement

1. The term ("Term") of this Agreement shall commence on June 1st, 2021 (the "Start Date"), and subject only to any rights of termination as set out in this Agreement, shall be for a period of **Five (5)** years from the Start Date.

Now therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

Compensation

1. For the rights granted by the Village to TCC under this Agreement, the TCC will provide the Village the following internet connections as compensation for access to the site:
 - a. Village Office and Library – vMax 50 - \$2100.00 per year
 - b. Community Hall – vMax 50 - \$2100.00 per year
 - c. Water Treatment Plant – vMax 30 - \$1500.00 per year

Total compensation value: \$5700.00.

2. The Village grants to the TCC for the Term all of the following:
 - (i) the right to install, maintain access points, switches and network devices (collectively, the “Equipment”) as described in Schedule “B” as may be necessary or useful from time to time for the purpose of carrying on the business of an internet service provider;
 - (ii) the right to access the Site; and
 - (iii) the right to use the Site, for the purposes of carrying on the business of a provider of internet.

General Terms

3. The Village grants to the TCC the right to extend the Initial Term of this Agreement for an additional 2 consecutive period of five (5) years each. Such extensions shall take effect automatically and without further notice, unless the TCC gives notice to the Village at least 90 days prior to the end of the current term of this Agreement, that the TCC shall not exercise such right of extension. All such extensions shall be on the same terms and conditions apply during the Initial Term except that there shall be one less right of extension.
4. If both parties consent, modifications and amendments to this Agreement can be done at any time during the term of the Agreement.
5. If at any time during the Term, the TCC determines that operating the Site is or has become commercially impractical, for any reason, then the TCC may terminate this Agreement without damages or penalty upon 1 year prior written notice to the Village.
6. All utilities required at the Site for the operation of the Equipment shall be the sole responsibility of the Village and will be included within the access fee.

7. All of the Equipment shall remain the personal property of the TCC and shall be removed by the TCC upon the expiration or the earlier termination of this Agreement, and the Site shall be restored by the TCC to its original condition, reasonable wear and tear excepted. However, the TCC shall not be required to remove any conduits.
8. TCC may, with consent of the Village, assign this Agreement, to any corporate affiliate, lender, or purchaser of all or any portion of the TCC's assets, with such consent not to be unreasonably withheld or delayed.
9. The Village shall, to the best of its efforts, not interfere or permit others to interfere with or impair the quality of the internet services being provided by the TCC from the Site.
10. The terms and conditions of this Agreement shall extend to and be binding upon the personal representatives, successors and permitted assigns of the Village and the TCC.
11. The Provider shall during the Term maintain public liability and property damage insurance coverage of not less than \$2,000,000 per occurrence.
12. This Agreement shall be governed by and construed in accordance with the Laws of Alberta and the Federal Laws of Canada where applicable. If any provision of this Agreement is invalid, illegal or unenforceable, it shall not affect the validity, legality and enforceability of all other provisions of this Agreement. Any amendments to this Agreement must be in writing and consented to by both parties. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces any and all prior written or verbal understandings.
13. Notice: All notices shall be in writing and sent by mail, postage prepaid, deemed received 3 days after the date of mailing; or by facsimile or email transmission, deemed received on the date the facsimile is transmitted or the email is sent, to the mailing address, facsimile number or email address of the party as set forth below:

To the Village:
Village of Glenwood
59 Main Avenue
Glenwood, AB
T0K 2R0

Email: office@glenwood.ca
Fax: 403-626-6263234

To TCC:
Tough Country Communications Ltd.
949 Waterton Avenue
Pincher Creek, AB
T0K 1W0

Email: info@toughcountry.ca
Fax: 403-775-4272

The Village has signed this Agreement this ____ day of _____, 20__.

VILLAGE OF GLENWOOD

Per: _____

Name: _____

Title: _____

TCC has signed this Agreement this ____ day of _____, 20__.

TOUGH COUNTRY COMMUNICATIONS LTD.

Per: _____

Name: Paul McLean

Title: President

SCHEDULE "A"
LEGAL DESCRIPTION OF THE LAND

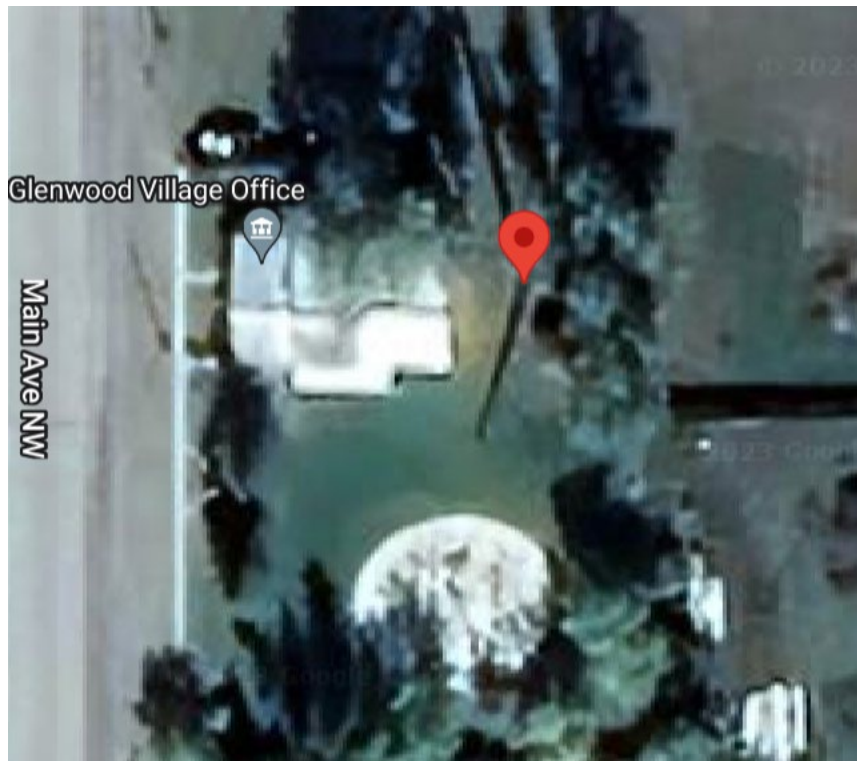
Village of Glenwood

"Land"

GPS:

49.364565, -113.510010

"Site"



SCHEDULE "B"

GENERAL DESCRIPTION OF EQUIPMENT

29m Fiberglass Monopole and Mounts

Point to Point Radios

Sector Antennas

Community POP (shelter adjacent to Village Office)

Switching Equipment within POP

Alpha All-Weather Battery Backup

Surveillance Camera