

Exchange of Services Agreement

This Agreement made the _____ day of _____, 2019.

BETWEEN:

THE COUNTY OF ST. PAUL NO. 19
(the “Municipality”)

- and -

Buried Glass Inc.
(“BGI”)

- and -

Lemalu Holdings ltd. operating as MCSnet
(“MCSnet”)

WHEREAS BGI has today entered into an agreement with the Municipality to obtain access to the municipal rights of way (the “RIGHTS-OF-WAY AGREEMENT”);

AND WHEREAS MCSnet is leasing from BGI, the fiber optic Plant being installed on said municipal rights of ways;

AND WHEREAS the Municipality has agreed to waive certain fees owed by BGI under the RIGHTS-OF-WAY AGREEMENT in lieu of services that MCSnet has agreed to provide and as are outlined herein;

NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT the Parties agree as follows:

DEFINITIONS

1. In this Agreement, the following words and phrases shall have the following meanings:

- (a) “**RIGHTS-OF-WAY AGREEMENT**” means the agreement titled “ACCESS TO MUNICIPAL RIGHTS-OF-WAY” entered into on this date by BGI and the Municipality;
- (b) “**Plant**” has a meaning that is defined in the RIGHTS-OF-WAY AGREEMENT;
- (c) “**Agreement**” means this agreement;
- (d) “**Serviced Municipal Facilities**” means the two county facilities located at _____ and _____

WAIVER OF FEES BY THE MUNICIPALITY

1. In consideration of the services provided during the term of this Agreement, the Municipality agrees to waive the fees in owed by BGI that are associated with BGI's initial installation of its fibre optic network ("Plant") as outlined in the referenced RIGHTS-OF-WAY AGREEMENT, paragraph 16.
2. The parties agree that this waiver shall cover all activities associated with the construction of the Plant and shall extend only until the earlier of
 - a. Completion of Plant construction; or
 - b. December 30, 2020.

SERVICES PROVIDED BY MCSnet

3. For the term of this agreement, MCSnet shall provide the Municipality with a credit of up to \$80 per month per location for broadband Internet services at the TWO (2) Serviced Municipal Facilities as defined herein.
4. MCSnet will waive all installation fees or other fees that might normally be associated with the installation of services at the Serviced Municipal Facilities.
5. Should the Municipality require other services typically outside the scope of a normal Internet installation or choose service packages beyond the \$80 monthly maximum, these services shall be billed in accordance with our normal fee structure, but MCSnet must notify the Municipality in advance of such charges.
6. In the unlikely event that MCSnet ceases to offer an Internet package for less than the credited \$80 / month, the aforementioned credit shall be increased to the price of the minimum Internet package available.
7. Services to the Serviced Municipal Facilities shall be installed as soon as practically possible, but within 3 months of the Plant being physically constructed enabling access to said Serviced Municipal Facilities.
8. Services will be provided in accordance with MCSnet's standard terms of service

TERM

9. This agreement shall commence immediately and shall waive charges that may have accrued or occurred prior to the signing of this agreement.
10. This agreement shall terminate once MCSnet has provided the Municipality with 60 months of service at the Serviced Municipal Facilities or either party chooses to terminate as provided for herein.

TERMINATION

11. The Municipality may terminate this agreement at any time after construction is complete in accordance with paragraph 2. If the Municipality chooses to terminate, MCSnet shall not be required to pay termination penalties set out in paragraph 12.
12. MCSnet may terminate this agreement at any time, by paying to the Municipality, the sum of \$80 per site for each and every month the Municipality is owed services that have not yet been provided in accordance with paragraph 10.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives.

) **COUNTY OF ST. PAUL NO. 19**

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) Per: _____

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) Per: _____

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) **BURIED GLASS INC.**

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) Per: _____

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) **LEMALU HOLDINGS LTD.**

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) Per: _____

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