Contract No._____

UTILITY LINE LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 20___, by and between THE ROARING FORK TRANSPORTATION AUTHORITY, 2307 Wulfsohn Road, Glenwood Springs, CO 81601, hereinafter called the "Licensor" or "RFTA" and **Ting Fiber Inc, with offices at 96 Mowat Avenue, Toronto ON M6K 3M1, Canada** hereinafter called the "Licensee."

WITNESSETH, that RFTA, for and in consideration of the covenants and agreements of the Licensee contained herein and upon the terms and conditions stated, hereby licenses and permits the construction, maintenance and use of a non-exclusive Utility line and equipment (hereinafter called "Utility Line") at the RFTA Carbondale Maintenance Facility (CMF), 0766 Industry Way, Carbondale, Colorado, 81623. The approximate location of this Utility Line is depicted in exhibit "A".

The term "Utility Line" shall include without limitation such grading, excavation, approaches, planking, ditches, drains, drain boxes, culverts, conduit, communications switches, and other ancillary equipment necessary to support a fiber line connecting to RFTA's IT equipment as shall be required by RFTA, or which may at any time be required by any local, state, or federal law, or by any order of any local, state, or federal officer or regulatory board having jurisdiction over such matters.

1. Re-vegetation and Weed Control. If requested by RFTA, the Licensee agrees to present to RFTA a re-vegetation and weed control plan for the reclamation of any soil disturbed within the CMF property resulting from the staging, construction, inspection, future repairs or future upgrade of the Utility Line. The re-vegetation plan should be consistent with the RFTA weed control plan and address the replacement of any grasses, trees, or shrubs, disturbed or destroyed as a result of the construction process and a plan for the control of noxious weeds within the construction area for a period of three (3) years.

2. Maintenance and Repair. The Licensee shall, at the sole cost and expense of the Licensee, construct or relocate the Utility Line and all its appurtenances whenever necessary and when required to do so by RFTA, in accordance with plans prepared by Licensee and in a manner satisfactory to RFTA. RFTA, however, shall also have the right, if it so elects, at any time, though it shall be under no obligation whatever to do so, to construct, maintain, repair, reconstruct, relocate, or remove the Utility Line and all or any of its appurtenances, notwithstanding the obligation of the Licensee to construct, maintain, repair, reconstruct, or relocate the Utility Line. The optional right of RFTA to maintain or relocate the Utility Line shall in no manner or degree relieve the Licensee's responsibility to RFTA or to other persons or corporations for the failure of the Licensee to properly maintain, repair, reconstruct, relocate, or remove the Utility Line, or any other structure which RFTA agrees to maintain, repair,

reconstruct, relocate, or remove.

3. Limitations on Rights Granted. This License is without covenant of title or quiet enjoyment and is subject and subordinate to a reservation of the prior and continuing right of RFTA to all other uses of the CMF, including the right to construct, use, maintain, repair, relocate, and renew in RFTA's sole discretion any and all improvements including, without limitation, the Utility Line, overhead lines, utilities, and other facilities upon, along, over, under, or across any or all parts of the CMF, all of which may be done at any time by RFTA without prior notice and without liability to Licensee or to any other party for compensation or damages. This License is subject and subordinate to all existing leases, licenses, easements, permits, claims of title, or other interests and as may in the future be modified, renewed or extended by RFTA, including but not limited to any underground wiring.

4. License Fee. The one-time fee this Utility Line shall be ten ($10.00) Dollars. Payable to RFTA upon execution of license.

5. Protection of Drainage. Any and all cuts and fills, excavations, or embankments necessary in the maintenance or future alteration for Licensee's use of the Utility Line shall be made and maintained in such manner, form, and extent as will provide adequate drainage of the CMF and adjoining lands. Wherever any such fill or embankment may obstruct the natural and pre-existing drainage from such lands, Licensee shall construct and maintain sufficient culverts or drains as may be required to accommodate and preserve such natural and pre-existing drainage.

6. Environmental Protection. Licensee shall, at its expense, comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and furnish satisfactory evidence of such compliance upon request of RFTA with regard to activities on or in connection with the Utility Line. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or arise from the Utility Line as a result of Licensee's use, presence, operations, or exercise of the rights granted hereunder, Licensee shall immediately notify RFTA and shall, at Licensee's expense, clean all property affected thereby, to the reasonable satisfaction of RFTA (insofar as the property owned or controlled by RFTA is concerned) and any governmental body having jurisdiction in the matter. RFTA may, at its option, clean RFTA's property of such discharge referred to above, and Licensee shall indemnify, defend, and hold RFTA harmless from and against all claims, liability, costs, and expenses (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' and consultants' fees and expenses) incurred by RFTA as a result of any such discharge, leakage, spillage, emission, or pollution by Licensee.

7. Licensee's Duty to Install Safety Improvements. If, at any time after the installation of the Utility Line, any local, state, or federal law or regulation, or any local, state, or federal officer or regulatory board or commission having jurisdiction shall require any alterations, changes, or improvements of the Utility Line, as herein defined, or any additional

safeguards, protection, signals, or warnings, the same shall be constructed, maintained, and operated at the sole expense of the Licensee.

8. Any Future Work to Require Permit. The Licensee shall not enter upon the CMF property except for the purpose of constructing, repairing, reconstructing, relocating, or removing the Utility Line without special written permit first had and obtained from RFTA, except in cases of an emergency when work is necessary to avert injury to persons or loss or damage to property. All work of construction, maintenance, repair, relocation, or removal shall be done by the Licensee in such manner as to cause no interference with the constant, continuous, and uninterrupted use of the CMF property buildings or other improvements of RFTA now in place or as may be installed in the future by RFTA at RFTA's discretion.

9. RFTA's Right to Alter, Relocate, or Remove. This License shall not be deemed to give the Licensee exclusive possession of any part of the premises described, but RFTA shall have the unimpaired right to construct, maintain, repair, and relocate buildings or appurtenant structures or other improvements deemed appropriate in RFTA's discretion and nothing shall be done or suffered to be done by the Licensee at any time that shall in any manner impair the usefulness or safety of any property of RFTA building or appurtenant structure or other improvement to be hereafter constructed. RFTA shall have the right at any and all times hereafter to construct and maintain buildings, appurtenant structures or other improvements where the Utility Line is located, as RFTA may from time to time elect. If the Utility is not removed when the license is terminated RFTA may remove or cause the same to be done at the cost of the Licensee.

10. Liens. Licensee shall pay in full all persons who perform labor on the Utility Line for Licensee and will not allow any mechanics' or materialmen's liens to be enforced against RFTA's property or the Utility Line for work done or materials furnished at Licensee's instance or request. If any such liens are filed thereon, Licensee agrees to remove the same at Licensee's own cost and expense and to pay any judgment which may be entered thereon or thereunder or to provide a bond in the amount of the lien pursuant to law. Should Licensee fail, neglect, or refuse to do so, RFTA may pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and Licensee shall be liable to RFTA for the payment of any such liens or judgment and any and all costs, expenses, damages, attorneys' and consultants' fees and expenses, and any other amounts expended in defending any such proceedings.

11. Licensee's Assumption of Liability. The Licensee assumes all liability for damage to or destruction of property, injury to or the death of persons resulting from the use or condition of the Utility Line, or resulting from the failure on the part of the Licensee to keep the Utility Line and all of its appurtenances in safe condition.

12. Indemnification. The Licensee shall at all times protect, indemnify, defend, and save RFTA harmless from any and all claims, demands, judgments, cost, expenses, and all damage of every kind and nature made, rendered, or incurred by or in behalf of any person or corporation proven in a court of law, and against Licensee, or any damage to property of any person or persons

whomsoever, including the parties hereto and their officers, families, servants and employees, in any manner arising from or growing out of the negligent construction, maintenance, operation, repair, extension, renewal, existence, use or removal of the Utility Line, and from all costs and expenses, including attorneys' and consultants' fees and expenses incurred by RFTA in curing any breach of this License Agreement or the defense of any third party claim; provided however, the Licensee is found liable in a court of law. Neither the right of supervision by RFTA of the location, installation, operation and the maintenance of the Utility Line, nor the exercise or failure to exercise the right, nor the approval or failure to disapprove, by RFTA of the location, installation, operation and maintenance of the Utility Line, nor the election of RFTA to repair, construct, reconstruct or remove the whole or any part of the Utility Line, shall be deemed a waiver of the obligations of the Licensee contained in this License Agreement, expressed or implied. Notwithstanding the foregoing statement, Licensee does not undertake any indemnification of RFTA based upon RFTA's own negligence or gross negligence during relocation of the Utility for RFTA's sole benefit.

13. RFTA's Right to Terminate License. If the Licensee shall fail to construct, operate, use, repair, extend, renew, relocate, or remove the Utility Line in accordance with the terms of this Agreement, or shall fail to pay to RFTA any License Fee or any other sum of money for the construction, repair, extension, renewal, relocation, or removal of the Utility Line, or shall fail to adjust the Utility Line to any changes made by RFTA, or shall in any respect fail to keep and perform any of the conditions, stipulations, covenants, and provisions of this Agreement to be kept and performed by the Licensee, this Agreement shall at the option of RFTA be void and of no effect; and this License shall immediately cease and terminate and RFTA shall have the right to remove the Utility Line and restore property and premises of RFTA at any time thereafter at the sole expense of the Licensee. Any termination hereunder shall be effective upon the Licensee receiving written notice from RFTA of its default and the Licensee's failure to cure such default within sixty (60) days. Licensee may request an extension of a reasonable period of time to cure any default or to demonstrate to RFTA why it is not in default of this License Agreement. Any notice herein provided for shall be deemed given and delivered if mailed in an envelope properly stamped and addressed to Licensee. RFTA may terminate this license as part of any redevelopment or renovations of the CMF

14. Licensee's Duty to Remove Utility Line upon Termination. Within one hundred eighty (180) days after the abandonment of the Utility Line or the termination of this License, the Licensee, at Licensee's sole expense, shall, if RFTA so desires the Licensee to do so, remove the Utility Line and all its appurtenances and restore or construct the premises of RFTA, including all right-of-way fences and drains, to a condition that existed prior to the removal and if the Licensee fails to do so, RFTA may do such work of removal, restoration, and construction at the expense of the Licensee. In the event of the removal of the Utility Line as in this section provided, RFTA shall not be liable to the Licensee for any damage sustained by Licensee for or on account of such removal, and such removal shall not prejudice or impair any right of action for damages or otherwise which RFTA may have against the Licensee.

15. License Non-Assignable. Except to the Licensee's subsidiaries or affiliates, or in the event of the sale of Licensee to a third party, this License shall not be assigned without the written

consent of RFTA first had and obtained, which consent shall not be unreasonably withheld. The covenants, stipulations, and conditions of this License shall extend to and be binding upon RFTA and, if assigned, its successors and assigns, and shall extend to and be binding upon the Licensee and the heirs, administrators, executors, successors and assigns of the Licensee.

16. Notices.

(1) All official notices and communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered personally to the party to whom notice is given, or (ii) at the date of actual receipt if mailed by U.S. Postal Service, postage prepaid, return receipt requested.

(2) Notices and other communications shall be directed to the parties at the addresses listed below:

Notice to Licensee:

Ting Fiber Inc.
96 Mowat Avenue
Toronto ON, M6K 3M1

Notice to RFTA:
Roaring Fork Transportation Authority
2307 Wulfsohn Road
Glenwood Springs, CO 81601
ATTN: Chief Operating Officer; and
ATTN: Director of Facilties

17. Headings. The section headings contained in this License Agreement are inserted for convenience only and are not intended to in any way affect the meaning or interpretation of any such section or provision of this License Agreement.

18. Governing Law. This License Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

19. Amendments and Waivers. No amendment of any provision of this License Agreement shall be valid unless the same shall be in writing and signed by RFTA. No waiver by RFTA of any default or breach of any covenant or agreement hereunder shall be deemed to extend to any prior or subsequent default or affect in any way any of RFTA's rights arising by virtue of any prior or subsequent default.

20. Severability. Any term or provision of this License Agreement that is held by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity or

enforceability of the remaining terms and provisions of this License Agreement.

21. Entire Agreement. This License Agreement constitutes the entire agreement between the parties and supercedes all prior understandings, agreements or representations among them, written or oral, that may have related in any way to the subject matter hereof.

22. No Third Party Beneficiaries. This License Agreement defines the rights and duties of the parties hereto and may not be relied upon by any third party as the basis of a claim.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement.

LICENSOR, ROARING FORK TRANSPORTATION AUTHORITY

By: _____
Dan Blankenship

STATE OF COLORADO)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 20___, by Dan Blankenship CEO, Roaring Fork Transportation Authority.

Witness my hand and official seal.

My commission expires _____. _____
Notary Public

Licensee,

By: _____
Mark Gotto
City Manager
Ting Internet

STATE OF COLORADO)
)
COUNTY OF_____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2020____, by _____.

Witness my hand and official seal.

My commission expires _____. _____
_____

Notary Public