

**CORPORATION OF THE TOWNSHIP
OF SOUTH ALGONQUIN
BY-LAW NO. 2025-824**

**Being a By-Law to authorize the CAO/Clerk-Treasurer
to sign a Site Licensing Agreement with eCamion Inc. (Jule)**

WHEREAS the Township of South Algonquin was approved for an electric charging station upon execution of the Site Licensing Agreement attached hereto.

AND WHEREAS the Township of South Algonquin, deems it expedient to enter into a Site Licensing Agreement between the Township and eCamion Inc. (Jule) attached hereto as "Schedule "A".

NOW THEREFORE the Municipal Council of The Corporation of the Township of South Algonquin enacts as follows:

1. **THAT** the CAO/Clerk-Treasurer is hereby authorized to execute the Agreement in the form attached to this By-Law and affix the Corporate Seal on behalf of the municipality.
2. **THAT** this By-Law will come into force and take effect on the date of the final passing thereof.

READ A FIRST AND SECOND TIME this 5th day of March 2025.

Ethel LaValley, Mayor

Bryan Martin, CAO/ Clerk-Treasurer

READ A THIRD TIME AND PASSED AND ENACTED this this 5th day of March 2025.

Ethel LaValley, Mayor

Bryan Martin, CAO/ Clerk-Treasurer

SITE LICENSING AGREEMENT

This Site Licensing Agreement dated as of the ____ of _____, 2025 (this "**License Agreement**"), is entered into between:

eCAMION INC.
(operating under trademark license as "**Jule**")

- and -

The Corporation of the Township of South Algonquin

("Site Host" and together with Jule, the "**Parties**", and each, a "**Party**").

WHEREAS Jule provides Level 3 DC electric vehicle fast charging stations and energy management solution offerings to their customers; and

WHEREAS Site Host is the owner of the property, which is located at the address, and is further described, in Schedule "A" which is attached and incorporated by this reference (the "**Selected Site**"); and

WHEREAS Jule wishes to license from Site Host and Site Host has agreed to license to Jule a portion of such Selected Site to install electric vehicle charging stations, and related equipment thereto, to be maintained, developed, and operated by Jule (the "**Charging Stations**") on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the rents, covenants, and obligations stipulated herein, the Parties have agreed to enter into an agreement for access to the Selected Site as follows:

I) PRINCIPAL TERMS.

- (a) *Licensed Premises.* Site Host hereby licenses to Jule a certain portion of the Selected Site shown on the plan attached hereto as Schedule "B" together with the number of parking spots adjacent thereto as set out in Schedule "B", which Schedule "B" may be updated and supplemented by mutual agreement of the Parties as final plans are prepared, (collectively, the "**Licensed Premises**") to operate the Charging Stations for a) Site Host to use in its operations; b) Site Host patrons to use for electric vehicle fast charging; and c) for such other matters set out in this License Agreement.
- (b) *Right to Occupy.* Site Host hereby grants Jule the right to occupy the Licensed Premises for purposes of the Operations (as defined below) and covenants that the public has a right to enter the Selected Site to access the Licensed Premises for the Term of this License Agreement. Provided Jule is in material compliance with its obligations hereunder, Jule shall peaceably and quietly hold and enjoy the Licensed Premises for the Term hereby demised without hindrance or interruption by the Site Host, or any other person or persons lawfully claiming by, through or under the Site Host.
- (c) *Term.* This License Agreement shall commence on the date that the charging stations are open to the public (the "**Commencement Date**") and continue through for five (5) years, ("**Initial Term**"). Jule shall have the right to twice extend this License Agreement, each extension shall be for an additional period of five (5) years (each a "**Renewal Term**" and collectively the "**Term**"), unless sooner terminated pursuant to the terms of this License Agreement. The Term may be extended upon the written agreement of the Parties.
- (d) *Installation.* Jule shall, at Jule's sole expense, install battery equipment and electric vehicle charging stations, as well as a concrete pad (or helical piles), at the Licensed Premises. Site Host shall designate the parking spaces identified in Schedule "B" on the Selected Site exclusively for electric vehicle charging for the duration of this License Agreement.
- (e) *Use.* Jule shall be permitted to use the Licensed Premises for the following purposes ("**Operations**"): constructing, installing, maintaining, operating, repairing,

replacing, and removing the Charging Stations and all supporting equipment as Jule may determine from time to time (collectively with the Charging Stations, the “**Installed Equipment**”), and all uses ancillary to such Installed Equipment (including without limitation, the provision of electrical power from the Installed Equipment to Site Host at the Selected Site). As part of the Operations, Site Host expressly permits Jule to do all things that Jule, exercising prudent and reasonable caution, deems necessary to connect the Installed Equipment to the electrical grid or power lines servicing the Selected Site and owned and operated by the applicable local power distribution company. Jule shall not make any use of the Licensed Premises except in compliance with all Applicable Laws.

- (f) *Access.* Site Host grants Jule a license to visit the Selected Site twenty-four (24) hours a day, seven (7) days per week to conduct the Operations, provided that in so accessing the Licensed Premises, Jule acknowledges that Site Host is operating a business from the Selected Site and Jule shall make commercially reasonable efforts not to interfere with Site Host’s business on the Selected Site. Site Host acknowledges and agrees that the Operations may be accomplished by Jule or one or more third parties authorized by Jule. Jule and its invitees shall abide by all reasonable safety precautions imposed by Site Host at all times while on the Selected Site.
- (g) *Title to the Installed Equipment.* Throughout the Term and any extensions thereof, Site Host shall not have any ownership or other interest in any part of the Installed Equipment. The Installed Equipment shall retain the legal status of Jule’s personal property or chattel (or the personal property or chattel of any other party subject to Jule’s security thereon) even though it may be attached to or be deemed a part of, or fixture to, the Property.
- (h) *Security to the Installed Equipment.* Jule shall be entitled to assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust, or personal property security instrument) all or any portion of its right, title or interest under this License Agreement and/or in any part of the Installed Equipment. All or part of the Installed Equipment are, or are to, become fixtures on the Selected Site. This License Agreement shall constitute as a “Notice of Security Interest” (or local equivalent thereof) registration against the title to the land under the applicable law of the jurisdiction of the Selected Site. Site Host shall promptly deliver to Jule all security filings duly executed by the applicable parties for filing in all jurisdictions, as may be necessary or in the opinion of Jule to be desirable to: (1) register a notice of this License Agreement against title to the Selected Site as a fixture filing (or an equivalent thereof in the jurisdiction of the Selected Site); and (2) register and perfect the security interests created in the Installed Equipment, in accordance with the applicable provisions of the *Personal Property Security Act* (Ontario) or such other similar law that may apply in the jurisdiction of the Selected Site. The Parties hereto acknowledge and agree that Jule may, at its sole cost and expense, register a short form or notice of this License Agreement against title to all or any part of the Selected Site subject to the approval of Site Host, acting reasonably.
- (i) *Ownership of Data.* Site Host agrees and acknowledges that, as between Jule and Site Host, Jule owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data. Site Host further acknowledges that: (a) Jule has dedicated substantial resources to collect, manage, and compile the Usage Data; and (b) the Usage Data constitutes trade secrets of Jule; and (c) the Usage Data shall be deemed to be Confidential Information for the purposes of this License Agreement.
- (j) *Usage Prices.* Jule shall have the sole responsibility to determine and set the Charging session fees in compliance with all Applicable Laws and regulations (including without limitation any restriction on use of per-kWh pricing);
- (k) *Advertising.* Jule will be entitled to advertise on or through the Installed Equipment subject to review and approval of Site Host, which approval shall not be unreasonably withheld, and all revenue related thereto will solely be for the benefit of Jule;

- (l) *Definitions.* In this License Agreement, the following terms shall have the following meanings:
- (i) “**Applicable Laws**” means all present and future laws, statutes, regulations, treaties, judgments and decrees in the Province in which the Selected Site is located and the Laws of Canada, applicable to that person, property transaction or event and, whether or not having the force of law, applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having or purporting to have authority over that person, property, transaction or event.
 - (ii) “**Governmental Approval**” means any approval, consent, franchise permit, certificate, resolution, concession, license, contract or authorization issued on behalf of any applicable Governmental Authority.
 - (iii) “**Governmental Authority**” means any federal, provincial, territorial, or municipal government, or any agency or instrumentality of such government, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of Applicable Law), or any arbitrator, court, or tribunal of competent jurisdiction.
 - (iv) “**Hazardous Material**” includes without limitation any “hazardous substance”, “hazardous material”, “toxic substance”, “solid waste” or similar term as defined in any Applicable Law pertaining in whole or part to the protection of the environment, natural resources or human health, including, without limitation, asbestos, asbestos-containing material and suspected or potential asbestos-containing material.
 - (v) “**Usage Data**” means data and information related to use of the Installed Equipment that is collected by Jule related to the delivery of the Services and all derivatives and reports relating thereto.

II) JULE’S REPRESENTATION, WARRANTIES, & COVENANTS.

- (a) *Compliance with Applicable Laws and Construction Standards.* Jule shall at all times:
 - (i) comply with all Applicable Laws in the performance of its obligations under this License Agreement including its conduct of the Operations, as well as in designing and installing the Installed Equipment;
 - (ii) install the Installed Equipment in a neat and workmanlike manner using generally accepted construction standards; and
 - (iii) design and maintain the Installed Equipment in a manner consistent with generally accepted engineering and operating practices.
- (b) *Governmental Approvals.* This Licensing Agreement is conditional on Jule maintaining all required regulatory or governmental approvals or authorizations.
- (c) *Health and Safety.* Jule shall at all times maintain the Licensed Premises in accordance with all Applicable Laws pertaining to the health and safety of persons and real and personal property.
- (d) *Environmental.* Jule shall ensure that all activities conducted at the Licensed Premises by Jule or those for whom Jule is at law responsible are in compliance with all applicable environmental laws and regulations. Jule represents and warrants that Jule shall not use, store, dispose or release on or to the Licensed Premises or cause or permit to exist to be used, stored, disposed of or released on or to the Licensed Premises any Hazardous Material except in full compliance with all Applicable Laws. Should any claim or action be brought against the Site Host in connection with the Licensed Premises with respect to any matter described herein, Site Host

shall immediately notify Jule and Jule shall, indemnify and defend Site Host from any and all out-of-pocket costs Site Host may reasonably incur in connection with such claim or action.

- (e) *Repair and Maintenance of the Installed Equipment.* Jule shall keep the Licensed Premises and Installed Equipment in good condition and repair in accordance with industry standards and free of any debris that may interfere with other structures on the Selected Site.
- (f) *Removal upon Termination.* Unless otherwise mutually agreed to by both Parties in writing, upon the expiry or earlier termination of this License Agreement, Jule shall, within ninety (90) days, remove the Installed Equipment, equipment, supporting structures, fencing, cables, underground mounts, electrical connections, fixtures, and all personal property and restore the Licensed Premises to the condition existing as at the Commencement Date, reasonable wear and tear excepted, and save and except for any foundations and underground components, wires, and/or parts of the Installed Equipment which shall be capped off and secured in accordance with applicable codes, but not removed. Site Host shall use its best efforts to give as much advanced written notice as possible of any such requirement to remove the Installed Equipment. The Site Host shall not sell, offer to sell, assign, lease, license, or otherwise transfer, or grant, create, permit, or suffer to exist any option, security interest, lien, or other encumbrance in, any part of the Installed Equipment without the prior written consent of Jule.
- (g) *Repair to the Licensed Premises:* Jule shall, at its sole cost and expense, repair or refinish any damage to the Licensed Premises or Selected Site where such damage is caused by Jule, any of its agents, representatives, employees, contractors, subcontractors, or invitees.
- (h) *Indemnification.* Subject to Sections V(e) and (f) of this Agreement, Jule will indemnify Site Host and hold it harmless from all loss (including the loss of Rent payable by Jule under this License Agreement), legal fees, expense, claims, actions, fines, damages, liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury arising out of or are a result of any breach, violation or non-performance of the terms, covenants and obligations on the part of Jule under this License Agreement, or the use of the Licensed Premises or the equipment by Jule or by anyone for whom Jule is in law responsible. Notwithstanding the foregoing, Jule is not required to indemnify Site Host or save it harmless from loss, claims, actions, damages, liability or expenses when they arise from the negligence and/or wilful misconduct of Site Host or those for whom Site Host is in law responsible.
- (i) *Insurance.* During the Term, Jule shall, at its own expense, maintain, and carry in full force and effect, commercial general liability (including bodily injury and property damage and product liability) in a sum no less than Five Million Dollars (\$5,000,000.00) with financially sound and reputable insurers.

III) SITE HOST REPRESENTATION, WARRANTIES, & COVENANTS.

- (a) *Site Host Duly Authorized.* Each person executing this License Agreement on behalf of Site Host represents and warrants that such person is duly and validly authorized to do so, and that Site Host has the full right and authority to enter into this License Agreement, perform all of its obligations hereunder and grant the interests herein granted including but not limited to installing the Installed Equipment onto the Licensed Premises.
- (b) *Authorization to Grant Security.* Site Host has (a) the full power, authority and legal right to grant the security interest in the Installed Equipment; (b) the Installed Equipment is free from any and all claims, encumbrances, rights of setoff or any other security interest or lien of any kind except for the security interest in favor of Jule created by this License Agreement; and (c) this License Agreement creates in favor of Jule a valid security interest in the Installed Equipment. Site Host will defend the Installed Equipment against claims and demands against the Installed

Equipment or any interest in it made by creditors of the Site Host, arising from filings against the Site Host or Licensed Premises.

- (c) *Access.* Site Host represents and warrants that the rights granted herein do not conflict with any rights previously granted by Site Host to others, that the Selected Site connects to a public road and that Jule shall have legal and practical access to the Licensed Premises at all times. Site Host shall at all times during the Term and any extensions thereof use commercially reasonable efforts to prevent any obstruction or other circumstance which may limit or impede customers' access to and from the Licensed Premises.
- (d) *Government Approvals.* Site Host shall assist Jule in obtaining and, throughout the Term and any renewals thereof, maintaining all Governmental Approvals required to be obtained and maintained to enable Jule to perform the Operations by providing any authorizations and information needed and signing applications for permits, local utility grid interconnection applications and rebate applications and processing. Site Host shall ensure that any authorizations required of Site Host are provided in a timely manner. Jule shall reimburse Site Host for reasonable third-party expenses incurred by Site Host in complying with the foregoing.
- (e) *Government Funding Programs.* Site Host shall provide reasonable assistance as Jule may require to apply for, and obtain, any funding that may be available from any Governmental Authority.
- (f) *Compliance with Applicable Laws.* Site Host shall comply with all Applicable Laws in respect of its tenancy and maintenance of and any other dealings with the Licensed Premises and in the performance of its obligations under this License Agreement.
- (g) *Health and Safety.* Site Host shall at all times maintain the Selected Site consistent with all Applicable Laws pertaining to the health and safety of persons and property.
- (h) *Environmental.* Site Host represents and warrants to Jule that to its knowledge, no Hazardous Materials exist at, in or under the Licensed Premises, or have been released or are in imminent threat of release at, on, in, to or from the Selected Site. Site Host represents and warrants that to its knowledge there is no existing environmental contamination. Site Host shall indemnify Jule in connection any environmental contamination existing on the Licensed Premises or any part of the Selected Site prior to the earlier of, the Commencement Date or the date Jule begins construction of the Installed Equipment or brought onto the Licensed Premises or any part of the Selected Site by Site Host or those for whom Site Host is at law responsible.
- (i) *Utility Services.* At the request of Jule and at Jule's expense, Site Host shall provide Jule with access to such electricity, telephone and other utility services as are available to Site Host at the Selected Site for the purposes of installing, repairing, replacing and removing the Installed Equipment at the expense of Jule.
- (j) *Property Taxes.* Site Host shall pay all real property taxes and assessments levied against the Selected Site, excluding assessments directly related to the Installed Equipment paid by Jule.
- (k) *Notice of Damage.* Site Host shall promptly notify Jule of any matters it is aware of pertaining to any damage to or loss of the use of any of the Installed Equipment or that could reasonably be expected to adversely affect the Installed Equipment.
- (l) *Snow/Debris Removal.* Site Host shall at its sole cost be responsible for all snow and fallen debris removal on the Leased Premises. Site Host agrees that it will ensure that all snow and debris is removed from the Licensed Premises in a reasonable and timely manner.
- (m) *Indemnification.* Subject to Sections V(e) and (f)) of this Agreement, Site Host will indemnify and hold Jule harmless against any and all costs (including legal costs) and loss to person or property which arise out of negligence and/or wilful misconduct by Site Host or those for whom Site Host is in law responsible.

- (n) *Use of Photos.* Site Host acknowledges and agrees that the Selected Site and photos of the Installed Equipment may appear in Jule's marketing materials and the Site Host shall have no claim for infringement of patent, trademark, copyright or other intellectual property out of the use of the photos by Jule for the purposes herein described. All such photos shall remain the exclusive property of Jule. Jule shall seek Site Host prior written approval for any marketing advertisements or publications referencing Site Host.

IV) SERVICE FEES AND PAYMENT.

- (a) *Rent.* Jule shall pay Site Host the fees set forth in Schedule B (the "**Service Fees**") in accordance with this Section IV.
- (b) *Taxes and Environmental Credits.* All Service Fees and other amounts payable to Site Host under this License Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Jule is responsible for all taxes, and all related credits and refunds, for all goods and services tax, harmonized sales tax, sales tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental or regulatory authority on any amounts payable by Jule, other than any taxes imposed on Site Host's income. For greater certainty, the Parties hereby confirm and agree that any carbon credits or other environmental attributes that may be created or generated by, or result from, the installation and operation of the Installed Equipment, are the sole and exclusive property of Jule.
- (c) *Utilities.* This License Agreement is contingent upon installation of a meter to measure only Jule's electrical consumption, Jule will be responsible for all costs related to the installation of such meter.
- (d) *Payment.* Jule shall pay all Service Fees quarterly within thirty (30) days. Jule shall make all payments hereunder by wire transfer or electronic funds transfer.

V) OTHER TERMS AND CONDITIONS.

- (a) *Termination.* Either Party may terminate this License Agreement for any material breach by the other Party of this License Agreement, provided the first Party delivers written notice to the second Party of such material breach and the second Party fails to cure such material breach within thirty (30) days after receipt of such notice. If such breach is incapable of remedy within such thirty (30) day period and the second Party has diligently commenced to remedy such breach within such thirty (30) day period, then the term of such notice shall be extended for such greater period of time as may permit the second Party to diligently remedy the breach.
- (b) *Assignment.* Site Host shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this License Agreement, in each case whether voluntarily, involuntarily, by operation of Applicable Law, or otherwise, without Jule's prior written consent, which consent shall not be unreasonably withheld. Any purported assignment, delegation, or transfer in violation of this Section V (b) is void.
- (c) *Electrical Interruption.* Where Jule has connected to Site Host electrical supply, Site Host, where practical, shall give Jule at least seventy-two (72) hours advance written notice of any planned interruptions of electrical supply and where commercially feasible as much advance written notice as possible of any emergency interruptions. In the event of an extended power outage greater than four (4) hours, Jule shall, at its own discretion and cost, have the option to install or provide its own back-up power for the Licensed Premises provided the provision of such back-up power is in compliance with the terms herein.
- (d) *No Liability for Consequential or Indirect Damages.* NONE OF THE PARTIES SHALL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR AGGRAVATED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF

OR RELATING TO ANY BREACH OF THIS LICENSE AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY ANY PARTY OR COULD HAVE BEEN REASONABLY FORESEEN BY ANY PARTY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

- (e) **Maximum Liability.** EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE INSURANCE LIMITS AVAILABLE TO THE SUBJECT PARTY.
- (f) **Waiver of Jury Trial.** EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY RELATING TO THIS LICENSE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.
- (g) **Successors and Assigns.** The terms and conditions of this License Agreement shall be binding upon the Parties and shall extend to and bind the heirs, personal representatives, successors and assigns as applicable, of Site Host and Jule.
- (h) **Entire Agreement.** This License Agreement, together with all Schedules hereto, is the entire agreement between the Parties and supersedes any other agreements, promises or understanding made before the execution of this License Agreement.
- (i) **Jurisdiction.** This License Agreement shall be subject to the laws of the Province in which the Selected Site is located and the federal laws of Canada applicable therein.
- (j) **Amendments.** No amendment, supplement, restatement or termination of any provision of this License Agreement is binding unless it is in writing and signed by each person that is a party to this License Agreement at the time of the amendment, supplement, restatement or termination. The waiver by a Party of a breach of any provision of this License Agreement shall not operate or be construed as a waiver of any subsequent breach of that same provision, or of any other provision or condition of this License Agreement. No waiver shall be implied by delay or any other act or omission of either Party.
- (k) **Severability.** If any provision of this License Agreement is held to be illegal, invalid or unenforceable at law it shall be deemed to be severed from this License Agreement and the remaining provisions hereto shall continue to be in full force and effect.
- (l) **Time is of the Essence.** Time is of the essence in this License Agreement.
- (m) **Force Majeure.** Each Party will be excused for a bona fide temporary delay in performance of their obligations hereunder if they are prevented from timely performance due to circumstances or events beyond their reasonable control, including, but not limited to, strikes; labour shortages; an inability to procure materials or services; power failure; restrictive governmental laws or regulations; riots; sabotage; rebellion; war; pandemics or epidemics; or extreme weather. The performance of the obligation shall be excused for the period of the temporary delay and the period for the performance of the obligation shall be extended for a period equivalent to the period of such temporary delay. Notwithstanding anything contained in this License Agreement to the contrary, no force majeure event will relieve Jule from payment of Rent as required in this License Agreement and insolvency or lack of funds will not relieve any Party to this License Agreement from fulfillment of any obligation arising from any part of this License Agreement.

- (n) *Notices.* Notices to be given under this License Agreement shall be in writing and may be delivered personally (with a written acknowledgement of receipt of the notice signed by a recipient representing and/or authorized by Site Host or Jule as the case may be), or by registered mail (deemed received on third (3rd) business day after posting), or by facsimile or email transmission (with confirmation of transmission and deemed delivered on the date transmitted if transmitted before 4:00 pm local time on a business day, otherwise transmission is deemed delivered on the next business day, holidays excluded), with a copy also sent by mail to the names and addresses listed below.

Notice to Jule: 450 Midwest Road, Toronto, ON, M1P 3A9
Email: h.sudan@ecamion.com;
accountpayable@ecamion.com
Attention: Himanshu Sudan, CEO

Notice to Site Host: Address: 7 Third Avenue P.O. Box 217
Email: clerk@southalgonquin.ca
Attention: Bryan Martin, CAO/Clerk-Treasurer

- (o) *Further Assurances.* Each Party, upon the reasonable request of the other, will execute, do or cause to be done or executed all further and other lawful acts, deeds, documents, instruments and assurances for the better or more perfect and absolute performance of the terms of this License Agreement.
- (p) *Confidentiality.* The terms of this License Agreement and all information issued, disclosed or developed in connection with this License Agreement are strictly confidential. Parties and their agents and employees shall not disclose or divulge same unless such disclosure is required for the purpose of consultation with advisors or fulfilling a legal obligation to disclose documents for information, or unless each of the Parties consents in writing to such disclosure, or unless compelled to do so by a court or tribunal of competent jurisdiction or by operation of law. Any disclosure other than the exceptions listed in this paragraph shall constitute a breach of the License Agreement, actionable by a claim for damages. Neither Party shall issue any statements or press releases or respond to any inquiries from the news media regarding this License Agreement and/or the Installed Equipment without mutual agreement.
- (q) *Relationship between parties.* Nothing herein shall be construed to constitute the Parties as employer/employee, partner, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither Party, nor any of its employees, agents, nor representatives shall have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other.
- (r) *Headings.* The headings as to the contents of particular paragraphs herein are intended only for convenience and are in no way to be constructed as a part of this License Agreement or as a limitation of the scope of the particular paragraphs to which they refer.
- (s) *Counterparts.* This License Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this License Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this License Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this License Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ECAMION INC.

By: _____ Date: _____

Name: Carmine Pizzurro

Title: President

SITE HOST: The Corporation of the Township of South Algonquin

By: _____ Date: _____

Name: Bryan Martin

Title: CAO/Clerk-Treasurer

SCHEDULE “A”

DEED FOR SELECTED SITE ATTACHED

Address of Selected Site: 26C Major Lake Rd, Madawaska, ON, K0J 2C0

SCHEDULE “B”

SELECTED SITE, EQUIPMENT, SERVICE FEES & LICENSED PREMISES

Address of Selected Site: 26C Major Lake Rd, Madawaska, ON, K0J2C0

Installed Equipment: Three (3) 200 kW Jule Charging Stations
One (1) 220 kWh Battery Energy Storage System (BESS)

Number of Parking Spots: Three (3) for EV Charging

Service Fees: \$300 per month, paid quarterly. To commence within two weeks from the date of commissioning.

Site Plan: To be mutually agreed upon for the placement of the BESS cabinet, related equipment, and three (3) EV Charging stations.