

RENEWAL AGREEMENT

This Renewal Agreement is entered as of June 13, 2019, by and between the City of Long Beach ("City"), State of New York, Brady Risk Environmental, Inc. ("BRE"), a New York corporation and Pipelogix LMS Inc. ("Pipelogix"), a New York Corporation.

WHEREAS, Long Beach and BRE entered an Agreement for a Private Sewer Line Service Plan ("Plan") on June 4, 2014 ("Agreement"); and

WHEREAS, the parties acknowledge that the Agreement may be extended by the City and BRE by agreeing in writing to the extension, and that the Long Beach City Manager may extend the Agreement for a period of Five (5) years; and

WHEREAS the parties hereby agree to extend the Agreement for a period of Five (5) years; and

WHEREAS the parties agree that the pricing of the Program pursuant to the Agreement shall remain the same price as of the execution of this Renewal Agreement, that is, \$9.99 per month per subscriber pursuant to the terms of the Agreement; and

WHEREAS BRE wishes to transfer and assign to Pipelogix all of BRE's rights and interests in and to the Agreement, and Pipelogix wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, the parties acknowledge that the Agreement does not prohibit the aforesaid assignment and transfer; and

WHEREAS, the parties agree that all payments under this Renewal Agreement shall be made directly to Pipelogix, commencing within thirty (30) days of execution; and


NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment from BRE to Pipelogix. BRE hereby transfers and assigns to Pipelogix, and Pipelogix hereby acquires from BRE all of BRE's rights and interests in the Agreement, and Pipelogix hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of BRE under the Agreement, of whatever kind or nature.
2. Discharge. BRE hereby represents and covenants that it all City obligations, debts, and responsibilities under the original Agreement have been fully discharged and satisfied, and BRE relinquishes and waives all real or potential claims, whether known or unknown, in law or in equity, against the City.
3. Pricing. As set forth above, Pipelogix herein warrants and represents that Plan participants will be charged no more than \$9.99 per month, per subscriber, for the duration of this five (5) year Renewal Agreement.

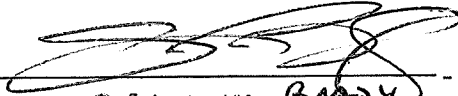
4. The City and Pipeloxix understand agree that all terms and conditions set forth in the original Agreement, except those expressly amended or modified herein, shall remain in full force and effect for the duration of the Renewal Agreement.
5. No Assignment: Pipeloxix represents that it shall not sell, convey, encumber, transfer or assign (by operation of law or otherwise) any interest in this Renewal Agreement, including but not limited to the original Agreement, without the prior written consent of the City, and that any purported sale, conveyance, encumbrance, transfer or assignment that does not comply with the section is void *ab initio*.
6. Execution. Upon execution of this Renewal Agreement, Pipeloxix agrees to provide the City with proof of insurance coverage, as set forth in the original Agreement.
7. Effectiveness. This Agreement shall be effective as of the date set first set forth above.
8. Governing Law; Binding Effect. This Renewal Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such state without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.
9. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile and scanned counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

CITY OF LONG BEACH:

By: 
Name: Robert Agostini
Title: Acting City Manager

SEAN BRADY, AS OUTGOING
PRESIDENT OF
BRADY RISK ENVIRONMENTAL INC.

By: 
Name: Sean M. Brady
Title: OUT GOING PRESIDENT

BRADY RISK ENVIRONMENTAL,
INC.

By: 

Name: Elot Bloom

Title: President

PIPELOGIX LMS INC.

By: 

Name: Elot Bloom

Title: President