

LICENSE TO USE TOWER FACILITY

THIS AGREEMENT is made effective August 1, 2023

BETWEEN

NEPAHWIN HOLDINGS INC.

("NHI")

AND

UNITED COUNTIES OF LEEDS AND GRENVILLE

(the "**Customer**")

WHEREAS:

- A. NHI, as the owner of the lands legally described as 2312 Pittson Road, in the Province of Ontario (the "Land") with respect to the area commonly referred to as the Spencerville Tower Site (the "Site");
- B. NHI maintains and operates communications towers), antennas, equipment and/or building(s) at the Site (the "Tower Facility");
- C. The Customer desires to make use of the Tower Facility; and
- D. NHI is willing to grant to the Customer a non-exclusive license to use the Tower Facility (the "License") fete purpose of installing, using and maintaining the equipment described in Schedule A to this Agreement the ("Equipment"), subject to and upon the terms and conditions hereinafter set forth.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of \$1.00 paid by each party to the other and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties). the parties agree as follows:

1. **Grant** - NHI hereby grants to the Customer the non-exclusive License to use the Tower Facility for the purpose of installing. using and maintaining the Equipment.
2. **Term** - The term (the "**Term**") of this Agreement shall be for 5 years.

The Term will commence on August 1, 2023 (the "**Commencement Date**"). If the Lease Agreement is terminated for any reason prior to the end of the Term, this Agreement and the License shall terminate concurrently with the Lease Agreement and the Customer shall not be entitled to any claim whatsoever against NHI for such early termination. The Customer will be entitled to extend the Term pursuant to the right outlined in Schedule B to this Agreement.

3. **Telephone** - The Customer shall pay for all line costs and installation costs with respect to telephone service serving the Equipment.

4. **Electricity** - Charges for the cost of electric energy used at the Tower Facility are included with the monthly fee and may be increased from time to time, by amounts equal to Customer's proportionate share of any increases in cost of electric. Customer will be responsible directly to the appropriate utility companies for all other utilities required for Customer's use of the Tower Facility. However, Owner agrees to cooperate with Customer, at Customer's expense, in its efforts to obtain utilities from any location provided by the Owner or the servicing utility. Temporary interruption in the power provided by the facilities will not render Owner liable in any respect for damages to either person or property nor relieve Customer from fulfillment of any covenant or agreement hereof. If any of Customer's communications Equipment fails because of loss of any electrical power, and the restoration of the electrical power is within the reasonable control of Owner, Owner will use reasonable diligence to restore the electrical power promptly, but will have no claim for damages on account of an interruption in electrical service occasioned thereby or resulting therefrom.
5. **Payment** -
 - a) The Customer shall pay to NHI a monthly fee as outlined in Schedule B to this Agreement commencing with a first payment due on the Commencement Date and thereafter with payments payable monthly, in advance, on the 1st of each month during the Term. All payments will be invoiced to the Customer and paid by the Customer to NHI. Such fee shall increase on each anniversary of the Commencement Date throughout the Term as outlined in Schedule B to this Agreement. In addition to such fee, the Customer shall pay to NHI, at the same time as each instalment of the fee is payable to NHI, all taxes applicable to such instalment including, without limitation, any goods and services tax or harmonized sales tax. Such fee shall accrue from day to day and, if for any reason it shall become necessary to calculate such fee for irregular periods of less than one month an appropriate pro-rata adjustment shall be made on a daily basis.
 - b) Notwithstanding sub clause 5(a) above, if NHI incurs unexpected increases in the costs of operating the Tower Facility (for example, unexpected increases in taxes or the cost of utilities), then NHI shall be entitled to increase the fee payable by the Customer pursuant to sub clause 5(a) to include a share of such increased costs (as determined by NHI on a reasonable and equitable basis). If NHI exercises such right and if, as a result thereof, the fee payable in any year of the Term increases by more than 20%, then the Customer shall be entitled, within one (1) month of receiving notice of such fee increase, to terminate this Agreement on three (3) months prior written notice to NHI
6. **Security Deposit** - On or before the Commencement Date, the Customer shall pay to NHI the security deposit set out in Schedule B to this Agreement (the "**Security Deposit**"): NHI shall hold the Security Deposit during the Term as security for the payment by the Customer of all amounts payable hereunder and for the performance of the Customer's other obligations hereunder. In the event of a default by the Customer in the payment of any amount payable hereunder or in the event that NHI incurs costs or expenses in performing any obligation of the Customer hereunder, then in each such case NHI shall be entitled to take and apply all or any part of the Security Deposit to pay such amount or amounts on behalf of the Customer and thereafter, upon demand from NHI, the Customer shall forthwith replace such amount by paying the same to NHI, who shall continue to hold the same as the Security Deposit:
7. **Default** - if the Customer fails to pay NHI any fee or other amount provided for hereunder within five (5) days of the due date, then NHI, in addition to any other remedy it may have under this Agreement or elsewhere, may charge the Customer interest on the outstanding amount at a rate of 18% per annum, calculated and compounded monthly on the last day of each month.
8. **Non-interference** -
 - a) The Customer shall install, operate and maintain the Equipment at the Tower Facility in accordance with all applicable laws and regulations and industry standards. The Customer agrees that the

Equipment must not cause interference to the equipment of NHI or the other licensees on the Site. In the event the Equipment causes such interference, at its sole cost and expense, the Customer shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed two business days) from the Customer's receipt of notice of such interference, the Customer agrees to immediately cease using the Equipment which is creating the interference (except for short tests necessary for the elimination of the interference). In the event the Customer cannot eliminate such interference within such two business day period after using its best efforts to do so, NHI may examine the Equipment, its operation and maintenance and direct the Customer to carry out such repairs and changes to the Equipment as may be commercially reasonable in the circumstances or alternatively NHI may terminate this Agreement.

- b) NHI agrees that should any interference to the Equipment be encountered by the Customer as a result of any equipment of NHI or another licensee on the Site, NHI shall use all reasonable efforts to eliminate such interference within a reasonable length of time. NHI will also use all reasonable efforts to require the party causing the interference to cease using the equipment which is creating the interference (except for short tests necessary for the elimination of the interference). The provisions of the immediately preceding two (2) sentences apply only to that equipment which is.
 - i. owned by NHI: or
 - ii. owned by a party and situated on the Tower Facility under the terms of an agreement with NHI.

9. **Modifications and Alterations** - The Customer shall, at its own cost and expense, provide any and all design modifications to the Tower Facility necessary to accommodate the Equipment. The Customer shall make no alterations or modifications to the Tower Facility without the prior written permission of NHI. The Customer shall not add to or change the Equipment unless authorized by NHI. NHI shall be entitled, at the Customer's cost, to remove any unauthorized changes from the Site.

10. **Clear Construction Liens** - The Customer shall not suffer or permit any construction lien to be registered against the Site by reason of work, labour, services or material supplied or claimed to have been supplied to the Customer in connection with the Site; If any such lien shall at any time be registered against the Site, the Customer shall cause the lien to be vacated or otherwise discharge within 30 days after the registration of the lien has come to the notice of the Customer,

11. **Access** -

- a) NHI shall permit the Customer and its servants, agents, contractors, subcontractors and employees to enter the Tower facility for the purpose of installing the Equipment and for the further purpose of carrying out any inspections, repairs, additions, modifications or replacements to the Equipment at all such times as NHI is entitled to access the Site. If requested by NHI, the Customer must submit to NHI the plans and specifications for any work which the Customer wishes to carry out on the Site and must receive NHI's written approval thereof (not to be unreasonably withheld) before beginning such work. All work on Site must be done under NHI's supervision or that of an authorized agent on behalf of NHI and in accordance with the directions of NHI or such authorized agent. The Customer must fill out the log book kept at the Site after each visit by the Customer or any of its agents to the Site. All terms and arrangements for any Site visit are to be made by the Customer with the Service Department, NHI; Phone (844) 44-TOWER.
- b) Notwithstanding sub clause 11(a) above, the Customer shall not allow any of its servants, agents, contractors, sub-contractors or employees to access the Site or the Tower Facility unless and until

that party has entered into a Release and Indemnity Agreement in the form attached hereto as Schedule C (the "Release").

- c) The Customer agrees that If any of the Customer's servants, agents, contractors, sub-contractors or employees fail to observe and perform the terms, covenants and conditions of the Release, NHI may immediately terminate the License and this Agreement.
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- 12. **Removal of Equipment** - if the Customer removes the Equipment or any portion of the Equipment from the Tower Facility for any reason whatsoever and, in connection therewith. causes any injury or damage to the Tower Facility (including any equipment owned by the other licensees on the Site) or the lands referred to in recital A hereto, such damage is to be repaired by the Customer at the Customers expense. Upon termination of this Agreement, the Customer shall at its own cost and expense arrange with NHI to dismantle and remove the Equipment from the Tower Facility within a reasonable period of time (and, in no event, more than seven (7) days).
 - 13. **Rules and Regulations** - The Customer and its agents shall abide by all rules and regulations established by NHI from time to time in regard to the Tower Facility, including but not limited to the rules and regulations outlined in Schedule D to this Agreement.
 - 14. **Compliance with Law** - The Customer shall comply with all statutes, rules, orders, ordinances and regulations of all government authorities and quasi-governmental authorities in any way related to its occupation and use of the Tower Facility pursuant to this Agreement.
 - 15. **Limitation of Liability** - Unless caused by the negligence of NHI or its agents, NHI shall not be liable to the Customer for any damages, injuries, losses or costs, whether direct or indirect or consequential, notwithstanding NHI's notice of same. In any event, NHI shall not be liable for business or economical loss howsoever caused.
 - 16. **Condition of Tower Facility** - NHI shall furnish the Tower Facility to the Customer in operating condition. At all times during the Term, NHI shall maintain, at its expense, the Tower Facility in operating condition and shall ensure at all times that the same comply with all applicable laws, all in a manner which will not interfere with the Customer's reasonable use of the Tower Facility for the purposes set out in this Agreement.
 - 17. **Release** - The Customer covenants and agrees to release and forever discharge NHI, its directors, officers, employees and agents (collectively, the "Releases") from any and all actions, causes of action, liabilities, claims, costs, expenses and demands that have arisen or that may arise at any time in the future in respect of injury, lass or damage to person or property, including death, arising out of or resulting from or in connection with the Customer's negligence, breach of this Agreement, wilful acts and omissions, or breach of the law, or by negligence, breach of this Agreement, wilful acts of or, breach of the law by the Customer's servants, agents, contractors. sub-contractors or employees.
 - 18. **Indemnity** - The Customer covenants and agrees to assume all risk of loss or damage of any kind whatsoever caused to the Tower Facility by the Customer's use of the Tower Facility, and the Customer further covenants and agrees to indemnify and save harmless the Releases from all claims, demands, damages, losses and liabilities of whatsoever kind which may be made against the Releasees in respect of damage to property, or injury to or death of any person or persons which may be directly or indirectly caused by, result from, or be attributable to the Customer's negligence, breach of this Agreement of the law or wilful acts and omissions, or the negligence breach of this Agreement or the law, wilful acts and omissions of the Customer's servants, agents, contractors, sub-contractors or employees, including any or all loss or damage which would not have happened had the Customer not been granted the right to access and use the Site and the Tower Facility

19. **Insurance** - The Customer will, without limiting its obligations or liability under this Agreement, provide, maintain and pay for at its own expense the following insurance (the "Insurance"), which Insurance will be in the names of the Customer and NHI and shall include cross-liability and severability of interest clauses.

- a) comprehensive general liability insurance, in an amount not less than five million dollars (\$5,000,000.00) inclusive per occurrence against liability for bodily injury, personal injury, death and property damage which may arise directly or indirectly out of the operations of the Customer or its servants, agents, contractors, sub-contractors or employees, including coverage for liability arising out of products, contingent employer's liability and contractual liability; and
- b) motor vehicle insurance, in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against liability for bodily injury, personal injury, death and property damage.

The Customer will provide NHI with a certificate of such policies evidencing that the insurance is in force.

20. **Confidentiality** - Except as otherwise provided herein, each of NHI and the Customer agrees that all information communicated to it by the other, whether before, during or after the Term of this Agreement, shall be and was received in strict confidence and shall be used only for the purposes of this Agreement unless otherwise required or directed to be disclosed based on law, rule or regulation.

21. **Damage and Destruction** -

- a) In the event of any damage to or destruction of the Tower Facility which interrupts the continued operation of the Equipment, the fee payable hereunder shall abate from the time of such damage and/or destruction until NHI has completed necessary repairs and again makes available to the Customer the use of the Tower Facility unless such damage and/or destruction was caused by the Customer or any of its employees, agents, contractors or other persons for whom it is at law responsible, in which case the fee shall not abate during any period that the Tower Facility is unavailable for use by the Customer. The abatement of the fee provided for herein shall be the only compensation to the Customer as a result of any damage to or destruction of the Tower Facility.
- b) If, following any damage or destruction to or of the Tower Facility or any part thereof, NHI in its sole discretion elects not to repair the Tower Facility then NHI shall give notice to the Customer of its election not to repair the Tower Facility or part thereof and, instead, to terminate this Agreement and the License hereby granted in respect of the Tower Facility and, upon delivery of such notice to the Customer, this Agreement shall terminate and the Customer shall thereafter within ten (10) business days remove all of the Equipment from the Tower Facility.

22. **Termination** - The License and this Agreement may be terminated by NHI upon ten (10) days written notice to the Customer for non-payment of the fees or any other amount payable under this Agreement or for any breach of any other term, condition or provision of this Agreement (other than a breach of any financial term) unless the Customer remedies such breach within the said ten (10) day period.

23. **No Tacit Renewal or Extension** - If the Customer continues to use the Site after the end of the Term without the execution of a new license agreement, and NHI accepts payments from the Customer in respect of its use of the Site there shall be no tacit renewal or extension of this Agreement, and the Customer shall be deemed to be entitled to use the Site on a month to month basis at a monthly fee equal to 150% of the monthly fee paid by the Customer during the last year of the Term, and otherwise upon the same terms and conditions as are set forth in this Agreement, so far as applicable to a monthly license arrangement.

24. **Taxes** - in the event that any additional levies, taxes or other costs are imposed by any lawful authority upon the Site and Tower Facility by reason of any acts or activities done or carried on by the Customer on or with respect to the Site or Tower Facility or the Equipment, the Customer shall indemnify and save harmless NHI from and against any such additional levies, taxes or costs, and it is agreed and understood that any such amounts are to be paid by the Customer to NHI over and above and in addition to the fee hereinbefore provided for.
25. **Expropriation** - If during the Term the Site, or any part thereof, is acquired or condemned by expropriation for any public or quasi public use, then NHI and the Customer may separately claim, receive and retain awards of compensation for the loss of their respective interests, but neither NHI nor the Customer shall have any claim against the other in respect of such loss or the unexpired Term.
26. **Notice** -Any notice required by any provision of this Agreement shall be given or made in writing, addressed to:
- Nepahwin Holdings Inc.
c/o Morcom Inc.
3-1760 Regent Street
Sudbury, Ontario
P3E3Z8
- Email: sites@morcominc.com
- and to
- United Counties of Leeds and Greenville
20 Central Avenue West, Suite 100
Brockville, Ontario
K6V 4N6
- Email: **NTD Include**
27. **Recitals** - The recitals to this Agreement are true and form an integral part of this Agreement.
28. **Resolution of Disputes** - If there is any dispute between the Customer and NHI with respect to or arising out of this Agreement, NHI and the Customer agree that any such dispute shall be settled by a single arbitrator under the commercial arbitration act or arbitration act of the Province in which the Site is located, whose decision shall be final and binding upon the parties hereto.
29. **Enurement** - This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns:
30. **Governing Law** - This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
31. **Entire Agreement** - This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and replaces any prior agreements or understandings between the parties including without limitation any prior license agreement between the parties in respect of the Site, which is hereby terminated. There are no covenants, representations or warranties of either party granted to the other in connection with the subject matter of this Agreement that are not contained in this written Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of 21st day of November 2023.

NEPAHWIN HOLDINGS INC.

Riley Brown
President

UNITED COUNTIES OF LEEDS AND GRENVILLE

Nancy Peckford
Warden

Sheena Earl
County Clerk

SCHEDULE A

EQUIPMENT

- 1 - VHF SRL 210-C4 antenna
- 2 - 2' 4.9Ghz Directional dish antennas
- 1 - 4 11Ghz Directional dish antenna

(2) 7 foot 19" communication racks that will encompass.

Cambium Networks PTP49600, PTP11800

Motorola GTR8000 VHF repeaters

Daniels Paging Transmitter

Associated multi-coupling and networking routers and power supplies.

NTD: Add Frequencies

SCHEDULE B

1. Fee

The monthly fee in each year of the Term will be as follows:

- Year 1 – 991.57 per month
- Year 2 – 1031.23 per month
- Year 3 – 1072.48 per month
- Year 4 – 1115.38 per month
- Year 5 – 1160.00 per month

2. Right to Extend

- a) This Agreement shall automatically renew for four (4) additional terms (each an "Extension Term") of three (3) years, unless the Customer provides to NHI written notice of its intention not to extend not less than six (6) months prior to the end of the then current Extension Term. During Year 1 of the Extension Term will be \$1206.40 and will be increased by 4% on each anniversary of the commencement date of the Extension Term during the Extension Term.
- b) Upon the exercise by the Customer of its right to extend the initial Term, all references in the main body of this Agreement (for greater certainty, excluding this Schedule B) to "Term" shall be read and construed as including the Extension Term.
- c) For greater certainty if the initial Term of this Agreement is for less than five (5) years, the Customer shall have no rights whatsoever under this section.

3. Security Deposit – \$ Not Required

RELEASE AND INDEMNITY AGREEMENT

THIS AGREEMENT is made effective September 1, 2023 between Nepahwin Holdings Inc. ("NHI") and _____ (the "Contractor")

In consideration of the Contractor being granted access to the area commonly referred to as the Spencerville Tower Site (the "Site") and the communication tower(s), antennas, equipment and / or building at the Site (the "Tower Facility") in connection with the installation, operation, maintenance, inspection, repair, addition, modification or replacement of the equipment at the Site and the Tower Facility (collectively, the "Work") THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS;

1. **Risk** - The Contractor will have access to the Site and the Tower Facility at the Contractor's own risk solely for the purpose of performing the Work.
2. **Release** - The Contractor covenants and agrees to release and forever discharge NHI, its directors, officers, employees and agents (collectively, the "Releasees") from any and all actions, causes of action; liabilities, claims, costs, expenses and demands that have arisen or that may arise at any time in the future in respect of injury, loss or damage to person or property, including death, arising out of or resulting from or in connection with the Work.
3. **Indemnity** - The Contractor covenants and agrees to indemnify and save harmless the Releasees from all claims, demands, damages, losses and liabilities of whatsoever kind which may be made against the Releasees in respect of damage to property, or injury to or death of any person or persons which may be directly or indirectly caused by, result from, or be attributable to the Work, including any or all loss or damage which would not have happened had the Contractor not been granted the right to access and use the Site and the Tower Facility.
4. **Insurance** - The Contractor will, without limiting its obligations or liability under this Agreement, provide, maintain and pay for at its own expense the following insurance (the "Insurance"), which Insurance will be in the names of the Contractor and NHI and shall include cross-liability and severability of interest clauses:
 - (a) comprehensive general liability insurance, in an amount not less than five million dollars (\$5,000,000.00) inclusive per occurrence against liability for bodily injury, personal injury, death and property damage which may arise directly or indirectly out of the operations of the Contractor or its servants, agents, contractors, sub-contractors or employees, including coverage for liability arising out of products, whether manufactured or supplied by the Contractor, contingent employer's liability and contractual liability; and
 - (b) motor vehicle insurance, in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence against liability for bodily injury, personal injury, death and property damage.

The Contractor will place the Insurance with such insurance company or companies as may be deemed acceptable by NHI in its sole discretion, and the Contractor will provide NHI with a certificate of such policies evidencing that the Insurance is in force.

5. **Rules and Regulations** - The Contractor will at all times comply with:
 - (a) the rules, regulations and practices required by the applicable construction, health and safety legislation, including, but not limited to the Canada Occupational Health and Safety Regulations; and
 - (b) the rules and regulations set out in Appendix A to this Agreement.
6. **Damage** - If, in the opinion of NHI in its sole discretion, the Contractor causes unacceptable damage (the "Damage") to the Site or the Tower Facility, the Contractor will, upon receiving notification of the Damage

from NHI, cease the Work and immediately repair the Damage at the Contractor's expense and then leave the Site.

7. **Timely Information** - The Contractor will provide NHI with timely information and updates with respect to the Work.
8. **Termination** - The Contractor acknowledges that NHI may immediately terminate the Contractor's access to the Site and the Tower Facility if NHI, in its sole discretion, determines that the Contractor has failed to observe or perform any of the terms, covenants or conditions of this Agreement.
9. **No Assignment or Transfer** - The Contractor will not assign, transfer or otherwise dispose of any of its rights or obligations under this Agreement or any agreement of the Contractor relating to access to the Site or the Tower Facility.
10. **Applicable Law** - This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
11. **Binding Effect** - This Agreement will enure to the benefit of and be binding upon the heirs, executors, administrators, legal personal representatives, successors and assigns of the Contractor and NHI, respectively.

The Contractor has read this Agreement and understands it. The Contractor has been given the right to seek and has sought independent legal advice with respect to this Agreement. The Contractor has not been forced in any way to agree to or sign this document and the Contractor is doing so because it is willing to accept all risk associated with the Work.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

NEPAHWIN HOLDINGS INC.

Riley Brown
President

Contractor

(Authorized Signatory)

SCHEDULE D

RULES AND REGULATIONS

1. If a NHI employee is required to attend the Site on behalf of the Customer, the employee's time will be charged back to the Customer at NHI's current rate hour per technician, plus any additional costs to NHI including but not limited to overtime, per diem, and miscellaneous expenses.
2. Any batteries installed at the Site must be installed in a manner approved by NHI.
3. The Customers responsible for posting current copies of Industry Canada Radio Licenses for all Equipment operating at the Site.
4. The Customer is responsible for maintaining current contact information at the Site and filling out the visitor log book.
5. All Equipment installed at the Tower Facility must be clearly labelled for easy identification.
6. The Customer shall keep the Tower Facility in a good state of cleanliness at all times.
7. The Customer shall cause its agents, employees and contractors to abide by a 'no-smoking' regulation at all times at the Tower Facility.
8. NHI shall have the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be useful for the safety, care and cleanliness of the Tower Facility and for the preservation of good order therein and the Customer, its contractors and employees shall keep the same.
9. The Customer is responsible for the proper care of any keys or access codes provided by NHI. In the event a key is lost, or an access code is divulged to a third party, the Customer will be responsible for the cost of re-keying the entire Site.