

THIS AGREEMENT dated for reference the _____ day of _____, 2023

BETWEEN:

THE REGIONAL DISTRICT OF EAST KOOTENAY, a Regional District pursuant to the *Local Government Act*, R.S.B.C. 2015, Chapter 1 and incorporated pursuant to the laws of the Province of British Columbia with a place of business at 19 - 24th Avenue South, Cranbrook BC V1C 3H8;

(the "Licensor")

OF THE FIRST PART

AND:

WINK WIRELESS
2324 Brisco Rd
Brisco BC V0A 1B0

(the "Licensee")

OF THE SECOND PART

WHEREAS:

- A. The Licensor is the owner of the lands and premises situated in Edgewater, British Columbia and more particularly described as:

Parcel Identifier No. 023-614-889
Block 10 Plan NEP1185, District Lot 353 Kootenay District Parcel A
(the "Land")

- B. The Licensee has requested that the Licensor grant it permission to install, operate and maintain a telecommunication tower and equipment required to carry out the Licensee's Works, on a portion of the Land;
- C. The Licensor has resolved to grant such permission to the Licensee subject to the terms, covenants and conditions contained in this Agreement; and
- D. The Licensor hereby grants to the Licensee a non-exclusive licence to use the Licence Area, as provided for hereinafter:

NOW THEREFORE THIS AGREEMENT witnesses that in consideration of the premises and the mutual covenants and agreements contained herein and the sum of One Dollar (\$1.00) now paid by the Licensee to the Licensor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Licensor, the Licensor and the Licensee hereby mutually covenant and agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

- a) **Auxiliary Equipment** includes but is not limited to uninterruptible power supply and such other equipment as the Licensee requires or may require from time to time for the provision of the Licensee's Services.
- b) **Carry Out the Works** means the construction, installation, erection, operation, maintenance, repair, alteration, removal, or replacement of the Works.
- c) **Connecting Equipment** means any and all of the Licensee's radio or wireless devices, antennae, cabling, conduit, or other connecting hardware that the Licensee requires or may require from time to time for provision of the Licensee's Services.
- d) **Electronic Equipment** means all electronic, optronic, optical, radio equipment or wireless devices, antennae and any similar devices that the Licensee uses or may require from time to time to provide the Licensee's Services.

- e) **ISP's Equipment** means any radio or wireless devices, antennae and cabling, jumper cables and connecting hardware that an internet service provider ("ISP") requires, and that is permitted to be connected to the Licensee's Network in accordance with this Agreement.
- f) **License Area** means those portions of the Land identified on Schedule A to this Agreement.
- g) **Licensee's Cabinet** means the secured enclosure located within the Licence Area within which the Licensee places some or all of the Auxiliary Equipment, Electronic Equipment and Connecting Equipment.
- h) **Licensee's Services** means those services that the Licensee is entitled or permitted to provide pursuant to the provisions of the *Telecommunications Act*;
- i) **Licensor's Equipment** means any and all radio or wireless devices, antennae, cabling, conduit, or other connecting hardware that the Licensor requires or may require from time to time for the provision of the Licensor's Services, and that is permitted to be attached to the Works in accordance with this Agreement. Such equipment will not be subject to fees by the Licensee.
- j) **Licensor's Services** means those services that the Licensor requires for the provision of Emergency Services.
- k) **Utility Works** means any natural gas or electrical utilities that may be required by the Licensee from time to time.
- l) **Works** includes but is not limited to the telecommunication tower, all Auxiliary Equipment, Connecting Equipment, Electronic Equipment and the Licensee's Cabinet that the Licensee requires, or may require from time to time, in order to provide the Licensee's Services.

2. GRANT

- 2.1 The Licensor, on the terms and conditions contained in this Agreement, hereby grants to the Licensee the non-exclusive right to:
- a) Carry Out the Works on the Licence Area; and
 - b) enter upon the Licence Area, cross and enter onto the Land:
 - i) unless notified by the Licensor as set out in Section 2.1(b)(ii) of this Agreement, without the prior permission of the Licensor for the purpose of Carrying Out the Works and Licensee's obligations under this Agreement; and
 - ii) the Licensor may at any time throughout the term of this Agreement, by serving notice upon the Licensee in the manner set out in Section 14.4 of this Agreement, require that the Licensee obtain the Licensor's permission, which permission will not be unreasonably withheld by the Licensor, prior to entering upon the Land and Licence Area for the purpose of Carrying Out the Works and the Licensee's obligations under this Agreement.
- 2.2 At its sole expense, the Licensee may install electrical service and any required cabling and Utility Works to the Licence Area, in a manner approved by the Licensor and those entities that are responsible for the provision of such Utility Works provided that the installation of the same does not impair the structural integrity of the building that houses the Licence Area at the time of installation.
- 2.3 Upon or before the execution of this Agreement, the Licensor will provide to the Licensee, and its authorized representatives, such keys and access codes as the Licensee and its authorized representatives may require in order to access the License Area in order to Carry Out the Works.
- 2.4 The Licensee will have the right to connect to the electric power distribution system within the building at the sole cost and expense of the Licensee. The Licensor will use reasonable efforts to notify the Licensee, in advance, of any planned utility outages that may interfere with the Works. The Licensor will also allow connection to emergency or backup power by the Licensee.

The Licensee may, with the approval of the Licensor, which may not be unreasonably withheld, install its own uninterruptable power supply at the Licensee's sole cost and expense.

- 2.5 The Licensee will have the right to connect to and use the stand-by generator in the event of an extended power outage. This use is intended for emergency use only and the Licensee understands that the provision of this service is on a 'best effort' basis. Notwithstanding the foregoing, the Licensor is not responsible for any unforeseen events which may result from said generator not being able to provide the aforementioned service.

3. TERM

- 3.1 The permission granted herein will be for a term of five (5) years commencing on June 1, 2023 and ending on March 31, 2029, unless earlier cancelled in accordance with this Agreement.

4. FEES AND CHARGES

- 4.1 The Licensee will pay to the Licensor the Fees and Charges specified in Schedule B to this Agreement.

5. COVENANTS OF THE LICENSEE

The Licensee covenants and agrees with the Licensor that the Licensee will:

- 5.1 Pay the Fees and Charges;
- 5.2 Allow the Licensor to attach the Licensor's Equipment to the Works, for the sole purpose of carrying out the Licensor's Services. Such attachment will be free of charge;
- 5.3 Use and occupy the Licence Area only to provide the Licensee's Services, and any other purposes incidental thereto, and only in accordance with the terms and conditions contained in this Agreement;
- 5.3 To ensure and further the security of the Licensee's Services, and to protect the Works, the Licensee will provide and install the Licensee's Cabinet for the sole and exclusive use of the Licensee except as the Licensee may decide, in its sole and absolute discretion, from time to time. No other person will be provided, afforded or offered access to the Licensee's Cabinet without the express written consent of the Licensee which may be withheld by the Licensee without reason;
- 5.4 Pay and discharge when due:
- a) all taxes, levies, charges and assessments arising out of the use and occupation of the Licence Area by the Licensee, including all taxes, levies, charges and assessments in respect of real and personal property used or installed by the Licensee in the Licence Area now or hereafter assessed, levied or charged, subject to the right of the Licensee to appeal in good faith the assessed value; and
 - b) the full cost of installing the Utility Works and any required upgrading of the electrical and fibre optic service to the Licence Area that the Licensee requires and that, as at the date of this Agreement, are not provided to the Licence Area;

which in any way relate to the Works and the Licensee's Equipment, the use of the Works and the Licensee's Equipment, the use of the Licence Area by the Licensee, this Agreement or the rights granted herein;

- 5.5 Observe, abide by and comply with all laws, bylaws, regulations, orders, directions, ordinances and requirements of any public authority having jurisdiction which in any way affect the Licensee's use or occupation of the Licence Area or the Works, or the Licensee's use of them;
- 5.6 Not install, construct, erect, operate, maintain, repair, alter, remove or replace within the Licence Area any building, structure, equipment or any other thing, except the Works, and not Carry Out the Works or the Utility Works until the Licensee has:

- a) provided the Licensor with confirmation of the following:
 - i) that the Works and the Utility Works will not cause any harm or damage to the Licence Area or the building that houses a portion of the Licence Area;
 - ii) the structural integrity of the Works; and
 - iii) that the Works and the Utility Works are safe for the use for which they are intended;
 - b) obtained all applicable approvals, licenses and permits from all public authorities having jurisdiction; and
 - c) provided the Licensor with a copy of the design and specifications of the Works and Utility Works, including any supports, that comply with any applicable standards and regulations, acceptable to the Licensor;
- 5.7 Carry Out the Works and the Utility Works in accordance with the design drawings approved by the Licensor under Section 5.6, in compliance with any applicable bylaws in force at the time of Carrying Out the Works to the satisfaction of the Licensor, acting reasonably, and in accordance with all permits, licenses and approvals obtained from public authorities having jurisdiction;
- 5.8 At all times, in Carrying Out the Works and the Utility Works, not do or omit or cause to be done anything which will, in any way, impair the use of the License Area or the Land, except with the written permission of the Licensor having been first obtained;
- 5.9 Pay as they become due all expenses incurred for labour, materials and services supplied in Carrying Out the Works;
- 5.10 Not permit any liens to be registered against the Licence Area by reason of labour, services or materials supplied or alleged to have been supplied to the Licensee in respect of the Licence Area or the Works during the term of this Agreement. If any lien is registered against the Licence Area, the Licensee will obtain its discharge forthwith. If the Licensee wishes to contest in good faith the amount or validity of any such lien and has so notified the Licensor, then the Licensee may obtain discharge of the lien from title to the Licence Area by paying into Court the amount of the lien claimed together with such costs as the Court may direct, and by registering a discharge of the lien. If payment is made into Court, then the Licensor may defer payment of the lien if it contests the claim with due diligence, provided that neither the Licence Area, nor the Works, nor any of the other goods or chattels on the Licence Area become liable to forfeiture or sale. The Licensor may discharge any lien if, in its reasonable judgment the Licence Area, the Works, or any other goods or chattels on the Licence Area, or any part thereof, become liable to forfeiture or sale or are otherwise in jeopardy. The Licensee will reimburse the Licensor any amount paid by the Licensor in so doing and the Licensor's reasonable expenses in connection therewith;
- 5.11 Complete the initial construction and installation of the Works and the Utility Works within six (6) months after the date of this Agreement, or within such further time as may be approved by the Licensor;
- 5.12 Accept that the Works and all chattels, goods, improvements, materials and supplies, articles and effects and things at any time installed, brought, placed or being upon the Licence Area by or on behalf of the Licensee, will be entirely at the risk of the Licensee in respect of loss, damage, injury, destruction or accident from whatsoever cause arising;
- 5.13 Keep and maintain the Licence Area, the Works and the Utility Works in good condition and repair, except for reasonable wear and tear, and the Licensee agrees that the Licensor, on seventy-two (72) hours' notice in writing to the Licensee, may enter and view the state of repair and, without limiting the generality of the foregoing, the Licensee will promptly repair, according to notice in accordance with the terms in this Agreement;
- 5.14 At all times keep the Licence Area and the Works, in a clean and tidy condition, free of materials, goods or refuse, in any way related to the Carrying out of the Works;
- 5.15 Except as specifically permitted in this Agreement, not, without the prior permission of the Licensor, store any vehicles, materials, goods; chattels or equipment on the Licence Area;

5.16 Acting reasonably, not do, permit or suffer to be done within the Licence Area anything that may be or become a nuisance or annoyance to the owners or occupiers of the Licence Area or any adjacent or neighboring lands; and

5.17 Except as specifically provided to the contrary in this Agreement, be responsible for and to pay all costs and expenses in respect of the Licensee's covenants and obligations under this Agreement.

6. SEPARATE PROPERTY

6.1 The Licensor and the Licensee agree that the Works will be and remain chattels and will remain the separate property of the Licensee notwithstanding the degree of affixation thereof to the Licence Area.

7. NON-INTERFERENCE

7.1 The Licensee covenants and agrees with the Licensor that the installation and Carrying out of the Works and the Utility Works will not at any time interfere with or impede in any way the operation or occupation of the Lands.

7.2 The Licensor will advise the Licensee in writing as to any interference allegedly caused to the currently existing federally licensed wireless providers located near the Licence Area by the Licensee's radio-frequency signal. Upon receipt of such notice, the Licensee agrees that it will take such measures as mandated by Industry Canada Spectrum Management should such interference attributable to the Licensee develop. The Licensee agrees to cooperate in determining the cause of such interference and implement a solution as quickly as possible.

8. ASSIGNMENT

8.1 Except as permitted pursuant to subsection 8.2 and 8.3 of this Agreement, the Licensee will not transfer or assign this Agreement or sub-license the Licence Area to any person. A change of control of the Licensee will not in any way be considered a transfer or assignment of this Agreement or in any way affect the Licensee's obligations.

8.2 Notwithstanding Section 8.1, the Licensee will have the right, at any time, to grant a sub-licence in respect to the Licence Area in favour of a subsidiary (as defined in the *Canada Business Corporations Act*) or to:

- a) an affiliate (as defined in the *Canada Business Corporations Act*) of the Licensee,
- b) a lender as security for financing arrangements of the Licensee,
- c) a person or company that controls (as defined in the *Canada Business Corporations Act*), is controlled by, or under common control with the Licensee, or
- d) a purchaser of all or substantially all of the Licensee's assets,

provided that the Licensee first obtains the written agreement of the assignee, transferee, or sub-licensee to observe and be bound by the terms and conditions in this Agreement on the part of the Licensee to be observed or performed (the "Assumption Agreement"), and delivers the Assumption Agreement to the Licensor.

8.3 In addition, the Licensor acknowledges and agrees that the Licensee may, from time to time during the term of this Agreement, permit one or more ISPs to install and connect the ISP's Equipment to the Works (at such connection points as may be designated by the Licensee in its sole and absolute discretion, in consultation with the Licensor) as well as operate, maintain, repair and/or replace the same during the term of this Agreement. In such instances, the Licensee hereby agrees that it will require the ISP to abide by the applicable provisions in this Agreement.

8.4 Nothing contained in this Section 8 will relieve the Licensee from liability to carry out all of the Licensee's obligations under this Agreement, and the Licensee will at all times be responsible for the acts and omissions of its assignees, transferees, or sub-licensees.

9. CANCELLATION

9.1 The Licensee may cancel this Agreement by giving one hundred twenty (120) days written notice to the Licensor in any of the following events:

- a) the Licensee fails to obtain and secure all necessary consents, approvals, permits

and authorizations of Industry Canada, the Canadian Radio-television and Telecommunications Commission or of the local government or other local authority where the Licence Area is situated and other governmental authorities having jurisdiction with respect to the Licensee's Services or the construction, operation and use of the Works; or

b) the operation of the Works should be or become impossible by reason of government decision, law, bylaw or regulation or because of damage to or destruction of the Works or the Licence Area.

9.2 The Licensee may, on one hundred twenty (120) days' notice in writing to the Licensor, cancel this Agreement where the Licensee no longer requires access to the Licence Area.

9.3 In the event this Agreement is cancelled, the Licensor will refund, pro rata, any prepayment of the Fees and Charges accruing due after the date of such cancellation or termination.

9.4 Other than as provided for in Section 9.3, neither party will be entitled to any compensation, whether for damages or otherwise, in respect to the cancellation of this Agreement under this Section 9.

10. DEFAULT

10.1 In the event that:

a) the Licensee defaults in the payment of any installment of the Fees and Charges, or in the payment of any other sum of money payable under this Agreement, and such default continues for ten (10) business days next after the giving of written notice by the Licensor to the Licensee;

b) the Licensee fails to perform or observe any of the covenants, agreements, conditions or provisos contained in this Agreement on the part of the Licensee to be performed or observed (other than the payment of the Fees and Charge, or other sum of money, or any of the covenants in Section 7), and such failure continues for or is not remedied within thirty (30) days next after the giving of written notice by the Licensor to the Licensee of the nature of such failure;

c) the Licensee defaults in respect of any of the covenants in respect of Non-Interference in Section 7 hereof, and such failure continues for fifteen (15) days next after the giving of notice, written or otherwise, by the Licensor to the Licensee;

d) the rights or interests hereby granted to the Licensee are taken in execution or attachment by any person, or the Licensee commits an act of bankruptcy, becomes insolvent or is petitioned into bankruptcy, or voluntarily enters into an arrangement with its creditors, or commences any winding up procedures;

e) the Licensor discovers that the Licensee, either in its application for this Agreement or otherwise has, in the reasonable opinion of the Licensor, misrepresented or withheld any fact material to the application; or

f) in the reasonable opinion of the Licensor, the Licensee fails to make reasonable and diligent use the Licence Area for the purposes permitted herein, and such failure continues for one (1) year next after the Licensor gives written notice of the failure to the Licensee;

this Agreement, at the option of the Licensor, may be cancelled, and all rights of the Licensee with respect to the Licence Area will be absolutely forfeited and will lapse. If the condition complained of (other than payment of the Fees and Charges, or other sum of money, or any covenant in respect of non-interference in Section 7, reasonably requires more time to cure than thirty (30) days, the Licensee will be deemed to have complied with the remedying thereof if the Licensee has commenced remedying or curing the condition within the thirty (30) day period and diligently thereafter completes the same.

10.2 The Licensee will not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this Agreement by the Licensor under this Section 10.

11. REMOVAL OF WORKS

- 11.1 On the expiry, cancellation or other termination of this Agreement, the Licensee will remove the Works, and will restore the Licence Area to their condition prior to the installation of the Works, within sixty (60) days after the expiry, cancellation or other termination of this Agreement. This will not apply to poured concrete footings required as part of the Works.
- 11.2 If the Licensee is in default of its obligations under Section 11.1 of this Agreement then the Licensor may, at its option, but will not be required to, remove the Works or any other improvements, materials or things belonging to the Licensee from the Licence Area and may restore the Licence Area to their condition prior to the installation of the Works, all at the Licensee's expense.
- 11.3 If the Licensor removes the Works or any other improvements, materials or things belonging to the Licensee from the Licence Area, the Licensor may place them in storage or deliver them to the Licensee's place of business as designated by the Licensee, notice of which has been given to the Licensor in accordance with this Agreement. The Licensee hereby releases the Licensor from any liability regarding proceedings, costs, damages, expenses, claims and demands whatsoever by reason of the removal of the Works or any other improvements, materials or things belonging to the Licensee pursuant to this Agreement, their storage by the Licensor or their delivery to the designated location.
- 11.4 The Licensee will be responsible for all costs incurred by the Licensor under Sections 11.2 and 11.3 for the removal, shipping or storage of the Works or any other improvements, materials or things belonging to the Licensee and the restoration of the Licence Area, and the Licensee will repay and reimburse the Licensor forthwith upon receipt of the Licensor's invoice for same.
- 11.5 To the extent necessary, the covenants in this Section 11 will survive the expiry, cancellation or other termination of this Agreement.

12 INDEMNITY AND INSURANCE

- 12.1 The Licensee hereby covenants and agrees to indemnify and save harmless the Licensor and its elected officials, servants, employees and agents from and against any and all manner of liability, actions, causes of action, prosecutions, claims, fines, demands, builders liens, liabilities, costs, damages, losses, indirect or consequential damages (including loss of use and damages arising out of delays), costs or expenses for property damage, personal injury including death in any way occurring, or for breach of any bylaw, statute or regulation, and by whomsoever made, brought or prosecuted, which the Licensor may sustain or be put to, in any manner based upon, occasioned by or attributable to the execution of this Agreement with respect to any action taken or thing done or maintained by virtue thereof, or by reason of any neglect or non-compliance with the terms, conditions or provisos of this Agreement, by the Licensee or any of its servants, agents, contractors, invitees, licensees, assignees or sub-licensees, or arising out of the Licensee's or any of its assignees' or sub-licensees' occupation or use of the Licence Area and against all costs, counsel fees, expenses and liabilities incurred from any such claim or any action or proceeding or prosecution brought thereon, except where such loss or damage arises from or is caused by the negligence of the Licensor, its servants, agents or employees.
- 12.2 The Licensee will obtain and keep in force throughout the term of this Agreement and any extension or renewal thereof insurance naming the Licensor as an additional insured and protecting the Licensor and the Licensee (without any rights of cross-claim or subrogation against the Licensor except where the loss or damage arises from or is caused by the negligence of the Licensor, its servants, agents or employees), against claims, arising out of the Licensor's use of the Licence Area, by any person, including any member of the public using the Licence Area for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on or about the Licence Area or other loss relating to the Licensee's use of the Licence Area to an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence (the "Insurance Policy") which will include the following provisions:
- a) the Insurance Policy will be affected with insurers and upon terms and conditions satisfactory to the Licensor;
 - b) the Licensee will advise the Licensor of any change or cancellation of liability limits that do not meet the minimum requirements of coverage requested above at least thirty (30) days prior to the implementation of the change or cancellation;

- c) at the time of execution of this Agreement and upon renewal of the Insurance Policy, the Licensee will deliver to the Licensor a Certificate or Certificates of Insurance evidencing that the Licensee has obtained the Insurance Policy on the terms set out herein.

12.3 The obligations of the Licensee to indemnify and save harmless the Licensor under the provisions of this Section with respect to liability by reason of any matter arising during the term of this Agreement will survive any expiry, cancellation or termination of this Agreement, anything to the contrary notwithstanding.

13. DAMAGE OR DESTRUCTION

13.1 In the event that any of the Works, through no fault of the Licensee, will be destroyed or damaged in such a manner that the performance of the Works is impaired, the Licensee may repair or rebuild in accordance with the terms of this Agreement or, at its option, cancel this Agreement.

13.2 If this Agreement is cancelled under this Section 13 by the Licensee, the Licensor will refund, pro rata, any prepayment of the Fees and Charges accruing due after the date of such cancellation or termination.

13.3 Neither party will be entitled to any compensation, whether for damages or otherwise, in respect of the cancellation of this Agreement under this Section 13.

14. MUTUAL COVENANTS

14.1 Licensor Right to Perform. If the Licensee fails to perform or cause to be performed any one or more of the covenants and obligations of the Licensee contained in this Agreement, and such failure continues for or is not remedied within thirty (30) days next after the giving of written notice by the Licensor to the Licensee of the nature of such failure, the Licensor will have the right (but will not be obligated) to perform or cause the same to be performed and to do or cause to be done such things as may be necessary or incidental thereto including without limitation, the right to make repairs, installations, erections and expend money, and all payments, expenses, charges, reasonable taxable fees and disbursements incurred or paid by or on behalf of the Licensor in respect thereto will be paid by the Licensee to the Licensor forthwith upon the Licensor's receipt of an invoice for same from the Licensee.

14.2 Minor Alterations. Notwithstanding Section 5.6 herein, the Licensee will have the right at any time during the term of this Agreement to maintain and repair, and make minor changes, alterations, and improvements to the Works.

14.3 Time of the Essence. Time will be of the essence in this Agreement unless specified to the contrary.

14.4 Notice:

- a) Except as otherwise required or permitted in this Agreement, any notice required or permitted to be given under this Agreement will be in writing, and will be delivered by pre-paid courier or hand-delivered to the address indicated on the face page of this Agreement, or otherwise transmitted by fax or other means of electronic communication to the usual numbers or addresses of the respective party. Such addresses may be changed from time to time by either party giving notice to the other party.

- b) Any such notice will be deemed to have been given and received, if delivered by hand, when delivered or transmitted, and if mailed, on the fifth (5th) business day after the mailing thereof in any government post office in the Province of British Columbia provided that if mailed, and after the time of mailing there is any slowdown, strike or labour dispute which might affect the delivery of such notice, then such notice, will be effective only if actually delivered.

14.5 Arbitration. In the event of any dispute between the Licensor and the Licensee during the term hereof, as to any matter arising hereunder, either party will be entitled to give to the other notice of such a dispute and, if the parties fail to arrive at a mutually satisfactory settlement of the dispute within thirty (30) days after notice was given, demand arbitration of the dispute. The parties will select an arbitrator who will determine the matter in dispute. If the parties cannot agree on an arbitrator, each party will forthwith select an arbitrator and the two arbitrators thus appointed will forthwith appoint a third arbitrator, and the arbitration will be held in accordance with the *Commercial Arbitration*

Act and any statutory modifications or reenactments thereof. The expense of the arbitration will be borne equally by the Licensor and the Licensee.

15. MISCELLANEOUS

- 15.1 Waiver. No term, condition, covenant or other provision herein will be considered to have been waived by a party unless such waiver is expressed in writing by the party. Any such waiver of any term, condition, covenant or other provision herein will not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant or other provision and the consent or approval of a party to any act by any other party requiring the consent or approval of the first party will not be considered to waive or render unnecessary such consents or approval to any subsequent similar act by the other party.
- 15.2 Remedies Cumulative. No remedy conferred upon or reserved to any party is exclusive of any other remedy herein or provided by law, but such remedy will be cumulative and will be in addition to any other remedy herein or hereafter existing at law, in equity or by statute.
- 15.3 Relationship of Parties. Nothing herein will be construed as creating any relationship of principal and agent or of partners or joint ventures between the parties hereto, their only relationship being that of licensor and licensee.
- 15.4 Non-Exclusive. This Agreement will not entitle the Licensee to exclusive possession of the Licence Area.
- 15.5 Notification. Prior to the Licensor granting the use of any portion of the Land to any subsequent users for the purpose of installing and operating telecommunications equipment, the Licensor will notify the Licensee so that the Licensee may be able to ensure it will not experience a degradation of or interference with the Licensee's Services. The Licensor is not required to obtain the Licensee's prior consent to the use of the Land by any other user for telecommunications purposes, however will include a clause in any license agreement entered into with a subsequent user that the subsequent user will be responsible to rectify any interference problems encountered by the Licensee as a result of the use of the Land by the subsequent user for telecommunications purposes.
- 15.6 Quiet Enjoyment. The Licensor covenants with the Licensee for quiet enjoyment of the Licence Area without any interruption or disturbance from the Licensor, subject to the terms and conditions of this Agreement and provided that the Licensee performs all its covenants under this Agreement.
- 15.7 Overholding. If the Licensee overholds the Licence Area beyond the term of this Agreement or any extension provided herein, the Licensee may continue such holding over as a tenancy from month to month, upon the same terms and conditions as contained in this Agreement or renewal thereof.

16. AGREEMENT AMENDMENT

- 16.1 This Agreement may be amended from time to time upon terms and conditions mutually acceptable to the parties.

17. EXECUTION OF AGREEMENT

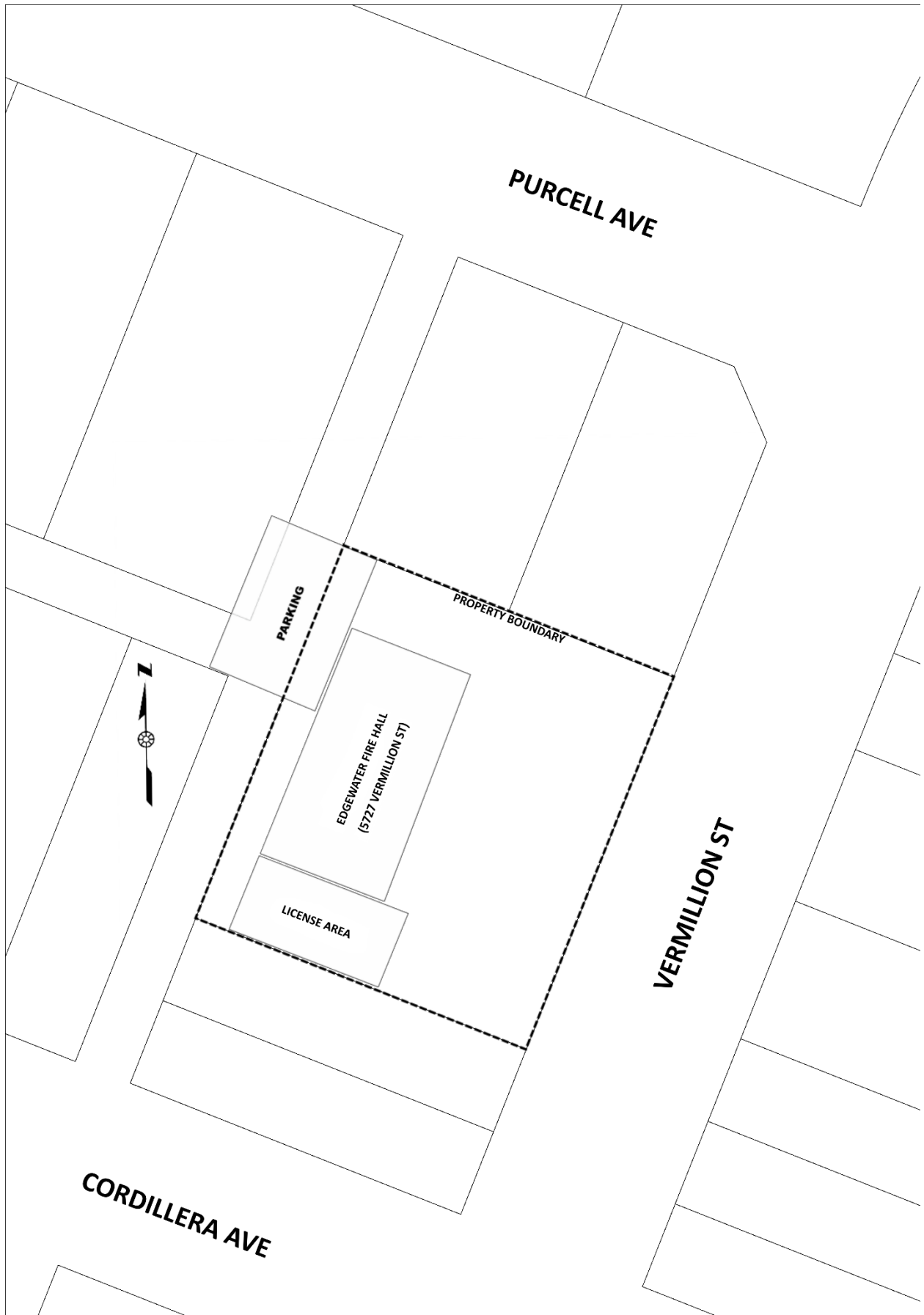
- 17.1 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and will have the same force and effect as an original signature. Without limitation, "electronic signature" will include faxed versions of an original signature or electronically scanned and transmitted versions of an original signature.
- 17.2 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

18. INTERPRETATION

- 18.1 Gender. In this Agreement unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and incorporation.
- 18.2 Parts of Speech. In this Agreement, where a word or expression is defined, other parts

SCHEDULE A

Site Plan



SCHEDULE B

FEES AND CHARGES

- 1.1. Commencing June 1, 2023, the Licensee will pay a monthly rental payment of \$200 to be paid on or before June 1st of each calendar year during the term of this Agreement (for a total of \$2,400 per annum).
- 1.2. The Licensee will pay the following amount as compensation towards the Licensee's power usage:
 - a) Commencing June 1, 2023, and annually thereafter, the Licensee will pay an annual power consumption fee of \$2,000 to the Licensor; to be paid on or before June 1st of each calendar year during the term of this Agreement;
 - b) The power consumption fee may be reviewed within the two years of this Agreement. Should market conditions or consumption change, the rate may be adjusted by mutual agreement.
- 1.3. The monthly rental payment and annual power consumption fee are collectively referred to in this Agreement as the "Fees".