

TELECOMMUNICATIONS FACILITY SITING AGREEMENT

TELECOMMUNICATIONS FACILITY SITING AGREEMENT is effective this 1st day of December, 2022 (“Effective Date”)

B E T W E E N:

NWIC Inc.
4100 Victoria Avenue, Unit 102, Vineland, Ontario, L0R 2E0

(“NWIC”)

- and -

City of Port Colborne
having an address at
2 King St, Port Colborne , ON L3K 5V8

(the “Licensor”)

WHEREAS the Licensor and / or its affiliates currently own or lease certain premises (the “Premises”) described in the Schedule “A” to the Agreement;

AND WHEREAS NWIC desires access to a portion of the Premises to locate therein or thereupon certain telecommunications facilities, equipment and support structures as described in Schedule “B” to the Agreement (the “Facilities”) for the purpose of interconnection with the NWIC telecommunications network; and

AND WHEREAS the Licensor is willing to grant NWIC a license to occupy a portion of the premises described in Schedule “C” (the “Licensed Space”) to situate and operate the Facilities upon the terms and conditions hereinafter set forth;

NOW AND THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), NWIC and the Licensor (each a “party” and collectively, the “Parties”) agree, intending to be legally bound, as follows:

1. DEFINITIONS

"Affiliate" means a company that is affiliated with another within the meaning of the *Ontario Business Corporations Act*;

"Agreement" means this Telecommunications Facility Siting Agreement and its Schedules;

"Business Day" means any day that is not Saturday, Sunday, or a Statutory Holiday;

"Business Hours" means between 8:30 AM and 5:30 PM Eastern Standard Time or Eastern Daylight Time when applicable, on a Business Day;

"CDN" means Canadian Dollars;

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"**Confidential Information**" has the meaning ascribed to it in Section 12;

"**Disclosing Party**" has the meaning ascribed to it in Section 12;

"**Effective Date**" means the date cited on the first page of the Agreement;

"**Facilities**" has the meaning ascribed to it in the recitals of the Agreement;

"**Force Majeure**" has the meaning ascribed to it in Section 17;

"**Initial Term**" means the initial term of the Agreement described in Section 4.1;

"**License**" has the meaning ascribed to it in Section 2;

"**Licensed Space**" has the meaning ascribed to it in the recitals of the Agreement;

"**Licensor Compensation**" has the meaning ascribed to it in Section 3;

"**Party**" has the meaning ascribed to it in the recitals of the Agreement;

"**Parties**" has the meaning ascribed to it in the recitals of the Agreement;

"**Premises**" has the meaning ascribed to it in the recitals of the Agreement;

"**Receiving Party**" has the meaning ascribed to it in Section 12;

"**Renewal Term**" means the renewal term(s) described in Section 4.1;

"**Statutory Holiday**" means any day during which banks are not open for business in the Town of Lincoln Ontario;

"**NWIC Parties**" means NWIC and its affiliates as well as their respective directors, officers, employees, representatives, agents, properly authorized contractors and subcontractors.

"**Term**" means the term of the Agreement described in Section 4.1; and

"**TSP**" means telecommunications service provider.

2. EXCLUSIVE LICENSE TO OCCUPY AND PERMISSIBLE USE

Subject to the terms of the Agreement and for the duration of the Term, Licensor hereby grants NWIC an exclusive license (the "License") to install, operate, maintain and repair Facilities in or upon the Licensed Space. NWIC shall use Facilities and the Licensed Space solely to provide communications services to or for the benefit of itself and its customers. Except as otherwise provided in this Agreement, NWIC's Facilities shall remain personal property of NWIC although it may be affixed or attached to the Premises, and shall, during the Term of this Agreement, and upon the termination of this Agreement however caused, belong to and be removable by NWIC.

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3. COMPENSATION FOR LICENSE

In exchange for the License and for the duration of the Term, NWIC shall provide Licensor with compensation pursuant to the terms set out in Schedule "D" to the Agreement ("Licensor Compensation"). Licensor Compensation shall cover all rents, leases, charges and fees associated with Licensor's granting of License to NWIC.

4. TERM AND TERMINATION

4.1 *Term.* The initial term of the Agreement shall be five (5) years beginning on the Effective Date ("Initial Term"). Unless terminated or notice of non-renewal is provided pursuant to the provisions herein, the Agreement shall automatically renew for subsequent one (1) year periods (each a "Renewal Term") at the conclusion of the Initial Term or a Renewal Term, as applicable. The Initial Term and all Renewal Terms are collectively called "Term".

4.2 *Notice of Non-renewal.* Either party may send to the other party a written notice, at least three (3) months in advance of the expiration of the Term, that it does not intend to renew the Agreement. As a result, the Agreement will expire at the end of the Term.

4.3 *Termination for Breach.* Either party may terminate this Agreement by giving notice in writing to the other party if the other party commits a material breach with respect to a material provision of this Agreement or any applicable Schedule and does not remedy that breach within thirty (30) days after receiving written notice of the breach.

4.4 *Additional Termination Rights.* Notwithstanding anything else in this Agreement, either party may terminate this Agreement at any time by giving written notice to the other if the other: (i) becomes insolvent or bankrupt; (ii) ceases doing business in the ordinary course; (iii) appoints, or has appointed for it, a receiver or trustee in bankruptcy; (iv) makes an assignment or takes any other action for the benefit of its creditors; (v) has instituted against it any proceeding in bankruptcy, receivership or liquidation, and such proceedings continue for thirty (30) calendar days without being dismissed; or (vi) is wound up or dissolved.

4.5 *Termination and NWIC's Facilities.* In the event that any non-renewal or termination rights are exercised pursuant to Article 4.0 of the Agreement, NWIC is entitled to uninstall, remove, recover and / or salvage any Facilities on the Premises. If Licensor terminates the Agreement prior to the expiration of the Initial Term pursuant to Section 4.4 or if NWIC terminates the Agreement pursuant to Section 4.3, Licensor must pay NWIC; (1) the undepreciated value of any non-recoverable, non-salvageable or non-reusable Facilities; (2) NWIC's costs of originally installing the Facilities within or upon the Licensed Space; and (3) NWIC's costs for removing the Facilities from the Licensed Space and Premises. Licensor acknowledges that the compensation described in this Section 4.5 is a reasonable pre-estimate of NWIC's liquidated damages, represent consideration for the compensation set out in Schedule "D" hereto, and are not a penalty.

4.6 *Change of Licensor control over Premises and /or Licensed Space.* If it is anticipated that Licensor's lease or ownership interest in the Premises will change such that Licensor will no longer have authority to perform the obligations required by the Agreement, Licensor may either: (a) assign the Agreement in accordance with Section 15; or (b) terminate the Agreement subject to the additional terms stipulated in Section 4.5.

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5. ACCESS TO LICENSED SPACE AND PREMISES

5.1 *Access during and outside of Business Hours.* NWIC Parties may have reasonable access to the Premises and Licensed Space at all times during and outside of Business Hours, for the purposes of installing, configuring, maintaining, operating, improving, modifying, repairing, replacing or removing the Facilities. The Licensor grants ingress and egress rights to the Premises, including all Licensed Spaces, for the NWIC Parties.

The Licensor has designated Parrish & Heimbecker (herein after referred to as "P&H") as the third-party authorization contact for NWIC's access to the Premises and Licensed Space during and outside of business hours pursuant to section 5.1. Access hours to the Premises and Licensed Space are defined as follows:

- a) *Business Hours.* Business Hours are designated as 7:30am to 3:30pm, Monday through Friday. NWIC will attempt to contact P&H prior to accessing the licensed space. Access to the licensed space through the facility during business hours will require a P&H designated escort to be present.
- b) *Outside of Business Hours.* After hours access to Premises and Licensed Space will be through the inbound scale gate, with a specific gate code designated to NWIC by P&H. NWIC will have access to the Licensed Space via the exterior ladder on the side of the Dryer when accessing the Licensed Space outside of regular Business Hours. NWIC agrees to attempt to contact the designated P&H employee prior to accessing, and upon exiting, the Premises and Licensed Space. The Licensor has designated P&H as the contact for access by texting 289-673-2856 or at other contact coordinates that the Licensor or P&H may provide to NWIC in writing from time to time.

6. UTILITIES

6.1 *Licensor responsible for cost of electricity.* Licensor agrees to pay all utility fees and charges related to the electricity consumption that NWIC reasonably requires for the performance of its obligations under this Agreement.

6.2 *Planned outages.* Licensor or a representative from P&H as designated by the Licensor, shall notify NWIC in advance of any planned utility outages that may interfere with NWIC's use of Facilities but shall not be responsible for any losses, costs or expenses suffered as a result of any such outages providing reasonable notice of such planned utility outages was provided.

6.3 *Unplanned electricity outages.* If any emergency or back-up power is provided to the premises during an unplanned electricity outage, Licensor agrees to provide NWIC access to such power for its Facilities. Licensor also acknowledges that an unplanned electricity outage may constitute a situation requiring emergency access pursuant to the terms of Section 5.1.

7. REPRESENTATIONS AND COVENANTS

7.1 *NWIC.* NWIC represents and covenants as follows:

- a) NWIC agrees that installation and construction of Facilities shall be performed:
 - i) In accordance with applicable industry standards;
 - ii) Strictly consistent with such reasonable requirements as shall be required by the Licensor and communicated in advance to NWIC in writing, without unreasonable delay; and

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- iii) In accordance with all applicable laws, rules and regulations.
- b) NWIC Parties shall obtain, at their sole cost and expense, prior to construction and installation work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licensor prior to commencement of any such work. NWIC's Facilities shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over NWIC's operations.
- c) NWIC shall, at its sole cost and expense, repair any damage to the Premises, Licensed Spaces and any other property owned by the Licensor where such damage is caused by NWIC Parties. If NWIC fails to repair or refinish the damage, the Licensor may repair or refinish such damage and NWIC shall reimburse the Licensor all costs and expenses reasonably incurred in such repair or refinishing.
- d) NWIC shall not interfere with the use and enjoyment of the Premises by the Licensor or by tenants or occupants of the Premises. If such interference occurs, the Licensor may give NWIC written notice thereof and NWIC shall correct same as soon as possible. NWIC's use of spectrum frequencies in the 400 MHz – 80 GHz range shall not be considered interference with the use of enjoyment of the Premises by Licensor or tenants or occupants of the Premises.
- e) NWIC Parties will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.

7.2 *Licensor.* Licensor represents and covenants as follows:

- a). That it has and shall maintain its authority to perform its obligations under the Agreement at all times during the Term.
- b). To operate, repair and maintain the Premises including utilities and systems within the Licensed Space (e.g. electric, ventilation, heating, etc.) in a safe and proper operating condition and in accordance with accepted building industry standards.
- c). That any consent or approval of the Licensor pursuant to the terms of this Agreement shall not be unreasonably withheld, conditioned or delayed.
- d). If the operation of other equipment or the activities of third parties in or in respect of the Premises interferes with the operation of NWIC's Facilities, the Licensor shall, upon being provided by NWIC with written notice and reasonable particulars concerning the nature of the interference, assist NWIC in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.
- e). To ensure that no other devices on the Premises, whether owned by Licensor or other tenants or occupants of the Premises, operate in the 4 00 MHz – 80 GHz frequencies so as to avoid any potential signal interference with NWIC's Facilities.

8. INSURANCE

8.1 *NWIC insurance.* NWIC shall maintain at all times during the Term commercial general liability insurance including coverage for personal injury, bodily injury, death and broad form property damage, including loss of use of property, occurring in the course of or in any way related to NWIC's operations, that

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also cover NWIC's Facilities in the amount of not less than One Million CDN (\$1,000,000.00) combined single limit per occurrence;

8.2 *Licensor's insurance.* Licensor shall maintain at all times during the Term standard form "all risk" property insurance insuring against the perils of fire, vandalism, malicious mischief extended coverage and any other damage covering the Premises and all fixtures and chattels therein except NWIC's Facilities.

8.3 Licensor will name Parrish & Heimbecker (P&H) as an 'additional insured' party for all insurance coverage related to the installation.

8.4 *Proof of insurance.* Both parties shall provide proof of the insurance policies described in Section 9 on the Effective Date. Parties agree to provide at least thirty (30) days written notice to the other party if an insurance policy under Section 9 is cancelled or changed materially.

9. LIMITATIONS OF LIABILITY

9.1 *NO LIABILITY FOR CERTAIN DAMAGES.* NEITHER LICENSOR NOR NWIC PARTIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING LOST PROFITS, ANTICIPATED OR LOST REVENUE, LOSS OF DATA, LOSS OF USE OF ANY INFORMATION SYSTEM, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS, OR ANY THIRD PARTY CLAIM), WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

9.2 *LIABILITY FOR DAMAGES AND CAP.* NWIC AND THE NWIC PARTIES' TOTAL CUMULATIVE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY, CLAIMS OR LOSSES (COLLECTIVELY, "**DAMAGES**") ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR NWIC'S USE OF LICENSE, WHETHER ARISING IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF NWIC AND / OR NWIC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, IS LIMITED TO DIRECT, ACTUAL, PROVABLE DAMAGES AND WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE MONETARY VALUE OF THE COMPENSATION PROVIDED BY NWIC TO LICENSOR, AS SITPULATED IN SCHEDULE "D" HERETO, FOR A PERIOD OF THREE (3) MONTHS BEFORE THE EVENT GIVING RISE TO THE DAMAGES.

10. INDEMNIFICATION

EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SHAREHOLDERS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, CLAIMS, DAMAGES, INJURY AND LOSSES TO PERSON OR PROPERTY WHICH RESULT FROM OR ARE ATTRIBUTABLE TO THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE INDEMNIFYING PARTY OR ITS AGENTS, CONTRACTORS OR LAWFUL REPRESENTATIVES OR TO THE UNLAWFUL OR NEGLIGENT USE OF THE PREMISES BY SUCH INDEMNIFYING PARTY OR ITS AGENTS, CONTRACTORS OR LAWFUL REPRESENTATIVES.

11. CONFIDENTIAL INFORMATION

"**Confidential Information**" means any data, documentation or other information of a proprietary or

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confidential nature of a party (“**Disclosing Party**”) or which is treated as confidential by a party, whether or not identified as being confidential or proprietary, which is disclosed or made available to the other party in connection with the negotiation, preparation or performance of this Agreement (“**Receiving Party**”). Confidential Information excludes any data, documentation or other information which is: (i) is in the public domain at the time of disclosure; (ii) becomes publicly available through no fault of the Receiving Party; (iii) is known to the Receiving Party prior to receipt thereof from the Disclosing Party, free of any confidentiality obligation; or (iv) is available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, if that source or its source is not in breach of any obligations of confidentiality to the Disclosing Party.

Confidential Information shall remain the property of the Disclosing Party. The Receiving Party shall use commercially reasonable efforts to protect the confidentiality of all Confidential Information, using at least the same standard of care as it uses to protect its own Confidential Information, but in any event, a reasonable standard of care. Neither party shall at any time, without the prior written consent of the other party, disclose or use, except as expressly permitted by this Agreement, the Confidential Information of the other party. Each party shall allow the disclosure of such information within its own organization, if applicable, only on a need-to-know basis and only to individuals who have agreed to maintain the confidentiality of such Confidential Information. If the recipient reproduces any part of such information for permitted use within its own organization, the recipient shall indicate the Disclosing Party's proprietary interest in all such reproductions. Notwithstanding the foregoing, the parties further agree that the Receiving Party may disclose Confidential Information to its employees, contractors, directors, officers, representatives, or advisors who are bound by an obligation to treat Confidential Information in a manner no less stringent than required by this Agreement. The Disclosing party shall remain responsible for any breaches of this Article 12.0 by any of such employees, contractors, directors, officers, representatives, or advisors. The obligation to keep Confidential Information confidential shall survive termination or expiration of this Agreement, however caused, for a period of five (5) years. A party may disclose Confidential Information if required by a governmental agency, by operations of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the party required to make the disclosure gives the other party reasonable prior written notice sufficient to permit that other party an opportunity to contest such disclosure. Since a breach of this Article 12.0 of the Agreement by either party may cause irreparable harm to the other party for which monetary damages may be inadequate, in addition to other available remedies, the non-breaching party may seek injunctive relief for any apprehended or actual violation hereof in addition to any other remedies available at law. As soon as practicable, Receiving Party shall notify Disclosing Party of any breach of this Article 12.0 of the Agreement.

12. NOTICE

All notices necessary under this Agreement shall be given in writing, and either delivered personally, by mail postage-prepaid and return receipt requested, or sent by a courier that records delivery information, or by e-mail addressed using the contact information set out below.

Notices, if personally delivered, will be deemed to have been received the same day, or if sent by express courier, will be deemed to have been received upon delivery, as indicated in the express courier's record of delivery. Notices, if personally delivered will be deemed to have been received the same day, or if sent by express courier, will be deemed to have been received upon delivery, as indicated in the express courier's record of delivery. Notices sent by mail shall be deemed to have been received on the fifth (5th) day after posting. Notices delivered by e-mail shall be considered to have been received by the date and time that the email leaves the sender's information system, as evidenced by the time stamp recorded by the sender's information system. Neither party shall use the mail to provide a notice to the other in the event of an actual or apprehended disruption to the postal service due to a labour dispute or otherwise.

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a). NWIC Inc.

c/o Scott Holmes
4100 Victoria Avenue, Unit 102,
Vineland, ON, L0R 2E0
L0R 1B0
Email: scott@etcweb.com

Copy:
Tacit Law
c/o Chris Copeland
P.O. Box 24210 RPO Hazeldean
Kanata, Ontario
K2M 2C3

Fax: (613) 248-1575
Email: cjpcopeland@tacitlaw.com

b) City of Port Colborne
Gary Long, Manager of Strategic Initiatives
gary.long@portcolborne.ca
2 King St, Port Colborne ON, L3K 5V8

13. RELATIONSHIP OF PARTIES

The relationship between NWIC and Licensor is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer / employee, landlord / tenants, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

14. ASSIGNMENT

NWIC may assign this Agreement at any time. Licensor may not assign this Agreement in whole or in part without obtaining the prior written consent of NWIC, which consent may not be unreasonably withheld, conditioned or delayed.

15. ENTIRE AGREEMENT

The terms and conditions contained in this Agreement supersede all prior oral or written understandings between the parties and constitutes the entire agreement between them concerning the subject matter of this Agreement. This Agreement, including all of its Schedules, shall not be modified or amended except in writing signed by authorized representatives of the parties.

16. FORCE MAJEURE

Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure is caused, or materially contributed to, by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, Force Majeure shall include, but is not limited to: any acts of God, war, natural

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calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotion or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause or event beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be a Force Majeure.

17. WAIVERS

A waiver by the Licensor or NWIC of any breach of the terms, covenants and conditions of this Agreement shall not be deemed to be a waiver of the terms, covenant or condition or of any subsequent breach of the Agreement or any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to have been waived unless the waiver is in writing and signed by the party purporting to provide such waiver, and then only to the extent provided for in the written waiver.

18. CHOICE OF LAW/VENUE

The parties agree that the substantive laws of the Province of Ontario will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. Licensor and NWIC each consent to the exclusive personal jurisdiction of and venue in a court located in the City of Toronto, Ontario for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of this Agreement.

19. INVALIDITY AND SEVERABILITY

If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be construed as if such part had never been part of this Agreement, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the void, prohibited, or unenforceable provision or by its severance therefrom. Furthermore, in lieu of such void, prohibited, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in its terms to such void, prohibited, or unenforceable provision as may be possible and be legal, valid and enforceable.

20. SURVIVAL

The provisions of this Agreement that by the nature are intended to survive the termination of this Agreement however caused, shall so survive.

21. INTERPRETATION

Unless otherwise provided, all terms shall have the meaning given them in the ordinary English usage and as customarily used. Words in any gender shall include all genders. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. The headings in this Agreement shall not affect the interpretation of any provision of this Agreement. The words "including" and "includes" mean "including without limitation" and "includes without limitation". Unless explicitly indicated otherwise, a reference to a "Section", refers to section of the document forming part of this Agreement in which the reference occurs.

22. HEADINGS

The Section and other headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of this Agreement.

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23. COUNTERPARTS; FACSIMILE OR ELECTRONIC DELIVERY

This Agreement and any amendment thereto may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument. The transmittal of signatures or of signed copies of this Agreement, any amendment thereto and notices required or permitted to be given hereunder by fax or email hereby constitutes good and valid execution and delivery of such document and are legally binding on both Licensor and NWIC.

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24. NO RULE OF CONSTRUCTION

No provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was involved in the drafting of the provision.

25. LANGUAGE

The parties hereto have requested that this Agreement and all correspondence and all documentation relating to this Agreement, be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.

IN WITNESS WHEREOF the Parties have executed this Agreement.

NWIC Inc.

By: _____
Name: Scott Holmes
Title: Chief Executive Officer

I am authorized to bind NWIC Inc.

By: _____
Name: William Steele
Title: Mayor

By: _____
Name: Nicole Rubli
Title: Acting City Clerk

We are authorized to bind the City of Port Colborne.

Schedule "A" Premises

Address: 2 King St, Port Colborne

Use of existing grain elevator, platform sections.

Use of provided Self Contained Telco Cabinet at base of elevator beside ladder.



Schedule “B” Facilities

NWIC will utilize the existing grain elevator on the property to install attachments. These attachments will consist of Point-to-Point “P2P”, Point-to-Multipoint “P2MP” or other necessary equipment required by NWIC



Schedule "C" Licensed Space

NWIC will solely utilize the top platform of the elevator and will utilize the railings for mounting pipes and radios/antennas on. The cables will run down the ladder and into a self-contained cabinet at the base of the ladder area.



**Schedule “D”
Compensation**

Description of monthly rate or other Services provided as compensation for Licenced space.

- a) Rent payments are payable to the Licensor at a rate of \$500 per month plus HST (if applicable).