NET PROFITS AGREEMENT

THIS NET PROFITS AGREEMENT ("Agreement") is made as of the ____ day of __________, 2026 ("Effective Date") by and between INDEPENDENT SCHOOL DISTRICT NO. 282, whose address is 3303 33rd Avenue NE, Minneapolis, MN 55418 ("Site Owner") and InfraUS Wireless I, LLC, a Delaware limited liability company, whose address is P.O. Box 2070, Hamilton, MA 01982 ("Unison"). All references hereafter to "Unison" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees, and assigns (Unison and Site Owner, collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain real property having a street address of 3303 33rd Avenue NE, Minneapolis, MN 55418 ("Property");

WHEREAS, as of even date herewith, the Parties entered into a Wireless Communication Easement and Assignment Agreement (the "Easement Agreement"), pursuant to which Site Owner granted to Unison certain easements in the Property (the "Easement"), and assigned to Unison certain existing leases and license agreements (collectively, "Existing Agreements") that require the lessees or licensees thereunder to pay rents, license payments, escalations, and any other amounts (such amounts, collectively the "Rent");

WHEREAS, the Parties agree that "Scheduled Rent" means the cumulative amount of Rent due to Unison in accordance with the provisions of the Existing Agreements allocable to the Property on an equitable basis, so as to avoid a situation whereby Unison intentionally enters into an agreement with a New Customer (as hereafter defined) at another property at a higher rent in exchange for a lower rent with the same New Customer at the Property, as of the Effective Date; for purposes of determining Scheduled Rent, Rent under each Existing Agreement shall be deemed to continue to escalate throughout the term of the Easement Agreement;

WHEREAS, the Parties recognize that Unison may enter into leases, licenses, or other agreements with new customers other than tenants under the Existing Agreements or their successors, assigns, or other parties claiming rights therethrough ("New Customers") demising portions of the Easement outside the premises demised in the Existing Agreements (such agreements, collectively "New Agreements");

WHEREAS, the New Agreements may result in Unison actually receiving Rent that is greater than Scheduled Rent ("Excess Revenue");

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Unison full discharge and acquittance therefor, Site Owner and Unison agree to the following:

1. Stipulation and Acknowledgement. The Parties stipulate, acknowledge, and agree that this Agreement: (i) does not constitute an "executory contract" under Section 365 of the United Stated Bankruptcy Code, 11 U.S.C. § 365, and (ii) is non-executory in nature and therefore is not subject to rejection under Section 365 of the United States Bankruptcy Code, 11 U.S.C. § 365. The Parties stipulate, acknowledge, and agree that this Agreement does not impose any continuing obligations on the Site Owner whatsoever.

2. Acknowledgement Concerning Effect of Easements. The Parties acknowledge and agree that, pursuant to the Easement Agreement, only Unison is entitled to collect and receive Rent.

3. Excess Revenue. Notwithstanding the acknowledgement contained in Section 1 above, Unison shall pay to Site Owner, on a monthly basis, fifty percent (50%) of all Excess Revenue, if any, from the Rent actually received by Unison from New Customers (the "Net Profits Payment"). Unison shall remit the Net Profits Payment to Site Owner on the fifteenth (15th) day or first business day thereafter of each month throughout the term hereof, based on the amount of Excess Revenue, if any, actually received by Unison during the preceding month, less any costs and expenses actually incurred by Unison due to the failure of Site Owner to comply with its obligations under the Easement Agreement and any other amounts due to Unison under the Easement Agreement.

4. Scheduled Rent. The obligation of Unison to pay any amounts to Site Owner pursuant to this Agreement is expressly subject to the condition that Unison shall have received the full amount of Scheduled Rent due to Unison as of that date. If at any time, the Rent actually received by Unison is less than Scheduled Rent, then Unison

shall retain all Rent until such time as Unison has received the full amount of Scheduled Rent which would then be due to Unison.

5. Termination. This Agreement shall terminate, and the payment and other obligations of Unison hereunder shall immediately cease and be of no effect upon termination or expiration of the Easement Agreement.

Default. In the event of a monetary default ("Default") hereunder, Site Owner shall provide Unison with written notice of the Default, and Unison shall have fifteen (15) days from its actual receipt of such notice to cure same. If Unison fails to cure the Default within the foregoing grace period, then Site Owner's remedy for a breach of this Agreement shall be specific performance or recovery of the amount of Site Owner's actual damages for such breach of this Agreement, except that Site Owner may terminate this Agreement for continuing default; provided however, that Unison shall not be liable or responsible to Site Owner for lost profits or any other damages which are indirect, consequential, exemplary, or punitive. Upon a Party's written notice of dispute to the other Party, an authorized representative of Site Owner and Unison shall through a good faith negotiation, attempt to settle a written resolution within thirty (30) days. If such negotiation attempts fail, the dispute shall be submitted by the Parties to a mutually agreed upon arbitration for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association and using the Federal Rules of Evidence and Civil Procedure. Each Party shall pay one-half of all arbitrator professional fees and the prevailing party, in any proceedings under this Section, shall be entitled to recover all costs incurred in connection therewith, including reasonable legal fees.

6. Audit. At Site Owner's request, Unison will promptly notify Site Owner of the monetary terms of any New Agreements. Upon at least thirty (30) days prior written notice to Unison delivered on or before the end of the calendar year following the calendar year to be audited, Unison shall also provide Site Owner with an annual accounting of all Customers at the Easement and the amounts received from such Customers. In the event that Site Owner fails to deliver such a request to Unison on or before December 31 of any year, all accountings, statements, and payments delivered by Unison to Site Owner for the immediately preceding year shall be deemed accurate and binding on the Parties, and Site Owner shall thereafter have no right whatsoever to dispute same. Site Owner shall bear all reasonable costs of the audit, including, without limitation, reasonable copying costs.

7. Notices. All notices, requests, demands and other communications hereunder shall be in writing and delivered by a nationally recognized overnight courier service or by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth on hereinabove, with required copy to Unison at legalnotices@unisoninfra.com. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

8. Absence of Certain Representations or Warranties. Site Owner acknowledges that Unison has not made any representations or warranties to Site Owner concerning the amount of revenue, if any, to which Site Owner may be entitled to receive pursuant to the Agreement, and Unison hereby disclaims all such representations and warranties.

9. No Joint Venture or Partnership. Neither party shall be, or hold itself out to be, the agent of the other party and neither party shall have the authority to bind or commit the other party. Neither party shall be empowered to accept legal process on behalf of the other party. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the Parties.

10. Miscellaneous. (a) The recitals and prefatory phrases and paragraphs set forth above are hereby incorporated in full and made a part of this Agreement; (b) this Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and supersedes all offers, negotiations, and any other written or verbal agreements; (c) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; (d) this Agreement is governed by the laws of the state in which the Property is located; and (e) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signature Page Follows]

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

SITE OWNER:

INDEPENDENT SCHOOL DISTRICT NO. 282

By: ______________________________
Name: ______________________________
Title: ______________________________

UNISON:

INFRAUS WIRELESS I, LLC,
a Delaware limited liability company

By: ___________________________
Name: Sue-Hyung Shin
Title: Managing Director