



592305

Know all Men by these Presents

That, JACK O. POSTON and JULIA B. POSTON, husband and wife,

the Grantor s,

who claim title by or through instrument recorded in Volume

Page, County Recorder's Office,

for the consideration of

received to their full satisfaction of

H. G. LOCKHART REALTY CO., Ohio corporation,

the Grantee s,

whose TAX MAILING ADDRESS will be

do

Give, Grant, Bargain, Sell and Convey unto the said Grantee s, their

heirs and assigns, the following described premises, situated in the Township of

Copley

County of Summit

and State of Ohio:

PARCEL 1:

and known as being a part of Lot No. 38 in said township and more fully described as follows: to-wit: Beginning at a marked stone on the north line of said Lot No. 38, said beginning point being North 88° 02' 30" West, 660.00 feet as measured along said lot line from an iron pipe at the northeast corner of said Lot No. 38 and thence along a line which is parallel to the east line of said lot and also along the west line of a 10.0 acre parcel of land as described as Parcel No. 1 in a deed to A.W. & E. Gaug as recorded in Deed Vol. 2052, Page 10 and said line extended northerly, South 1° 37' 00" West, 1210.27 feet to an iron pipe at the southwest corner of said 10.0 acre parcel; thence along the north lines of lands now or formerly owned by J.D. Kendall and C. & B. Chitt, North 88° 53' 30" West, 850.0 feet to an iron pipe; thence along a line which is parallel to the east line of said Lot No. 38, North 1° 37' 00" East, 1222.88 feet to an iron pipe on the north line of said lot; thence along said lot line, South 88° 02' 30" East, 850.0 feet to the place of beginning and containing 23.739 acres of land as surveyed in January, 1947, by Gehres & Kingsley, Surveyors, be the same more or less, but subject to all legal highways.

Parcel 2: Situated in the Township of Copley, County of Summit and State of Ohio, and known as being a part of Lot No. 38 in said township and more fully described as follows: to-wit: Beginning at an iron pipe on the north line of said Lot No. 38, said beginning point being North 88° 02' 30" West, 1510.0 feet as measured along said lot line from an iron pipe at the northeast corner of said Lot No. 38 and thence along a line which is parallel to the east line of said lot, South 1° 37' 00" West, 1222.88 feet to an iron pipe on the north line of a tract of land now or formerly owned by C. & B. Chitty as recorded in Deed Vol. 2323, Page 393; thence along said line, North 88° 53' 30" West, 213.44 feet to an iron pipe; thence along a line which is parallel to the east line of said Lot No. 38, North 1° 37' 00" East, 1226.04 feet to an iron pipe on the north line of said Lot No. 38; thence along said lot line, South 88° 02' 30" East, 213.44 feet to the place of beginning and containing 6.00 acres of land as surveyed in January, 1947, by Gehres & Kingsley, Surveyors, be the same more or less, but subject to all legal highways.

15735



VOL 5079 PAGE 431

Parcel 3: An easement and right to use for storage of equipment and materials, for erection and maintenance of necessary buildings, for dumping or storing waste or other materials, and to do any other things or to use for any other purposes incidental thereto which may be necessary or advisable to the Grantee, its successors or assigns the following described premises:

Situated in the Township of Copley, County of Summit and State of Ohio and known as being a part of Lot No. 38 in said township and more fully described as follows, to-wit: Commencing at an iron pipe at the northeast corner of said Lot No. 38 and thence along the north line of said lot, N. 88 deg. 02' 30" West, 1723.44 feet to an iron pipe thence along a line which is parallel to the east line of said lot, South 1 deg. 37' 00" W. 626.04 feet to an iron pipe at the true place of beginning of land to be herein described; thence continuing along the last mentioned course, south 1 deg. 37' 00" West, 600.0 feet to an iron pipe on the south line of grantors' land; thence along said grantors' south line, North 88 deg. 53' 30" West, 260.0 feet to an iron pipe; thence north 1 deg. 37' 00" East, 600.0 feet to an iron pipe; thence south 88 deg. 53' 30" East 260.0 feet to the place of beginning and containing 3.58 acres of land as surveyed in January 1947 by Gehres & Kingsley, surveyors. Any building or buildings erected or placed on this parcel by the Grantee, its successors or assigns shall remain the property of the Grantee, its successors or assigns and shall not be considered as part of the real estate and the Grantee, its successors or assigns shall at any time, within 90 days after the termination of this easement have the right to remove any such building or buildings. Said easement is to terminate upon the final cessation of mining operations or removal of rock from any premises conveyed to Grantee in this deed.

Parcel 4:

An easement and right-of-way for ingress and egress over a fifty foot strip of land along the south line of Grantors land, said strip of land being described as follows:

Situated in the Township of Copley, County of Summit and State of Ohio and known as being a part of Lot No. 38 in said township and more fully described as follows, to-wit: Commencing at an iron pipe at the northeast corner of said Lot No. 38 and thence along the north line of said lot, North 88 deg. 02' 30" West, 1723.44 feet to an iron pipe; thence along a line which is parallel to the east line of said lot, south 1 deg. 37' 00" West, 1226.04 feet to an iron pipe on the south line of grantors' land and the true place of beginning of land to be herein described; thence along the south line of said grantors' land, North 88 deg. 53' 30" West, 1972.64 feet to the center of the Cleveland-Massillon Road; thence along said road center, North 25 deg. 50' West, 56.09 feet; thence along a line which is parallel to and 50 feet north of said grantors' south line, South 88 deg. 53' 30" East, 1998.49 feet; thence south 1 deg. 37' 00" West, 50.0 feet to the place of beginning as surveyed in January 1947 by Gehres & Kingsley, surveyors.

Said easement shall be for any purpose or use by the Grantee, its successors or assigns incidental to or related to a right-of-way.

The use of said easement or right-of-way is hereby limited and restricted to the parties hereto, or their heirs, successors or assigns.

Also including in said easement or right-of-way the rights to construct, be the same more or less, but subject to all legal highways. (CONTINUED ON LAST PG.)

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantees, their heirs and assigns forever.

And we, Jack O. and Julia B. Poston, the said Grantors, do for ourselves and our heirs, executors and administrators, covenant with the said Grantees, their heirs and assigns, that at and until the ensembling of these presents, we are well seized of the above described premises, as a good and indefeasible estate in **FEE SIMPLE**, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except restrictions, conditions, limitations and easements of record and taxes and assessments not yet due and payable.

and that we will Warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantee s, their heirs and assigns, against all lawful claims and demands whatsoever except as stated above.

And for valuable consideration

do hereby remise, release and forever quit-claim unto the said Grantee heirs and assigns, all right and expectancy of Bower in the above described premises.

In Witness Whereof, We have hereunto set our hands, the 24th day of November, in the year of our Lord one thousand nine hundred and seventy

Signed and acknowledged in presence of

[Signature]
[Signature]

X *[Signature]*
Jack O. Poston
X *[Signature]*
Julia B. Poston

State of Ohio, }
Summit County, } ss. Before me, a Notary Public
in and for said County and State, personally appeared
the above named Jack O. Poston and Julia B. Poston, husband and wife,

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof I have hereunto set my hand
and official seal, at Akron, Ohio.

this 24th day of November A. D. 1970

[Signature]
OMER O. STAUBS Notary Public
My Commission Expires February 24, 1972

This instrument prepared by L. Andrew Reed, Jr., Attorney at Law

Parcel 4 - continued:

VOL 5079 PAGE 434

operate and perpetually maintain electric lines or conduits and telephone or telegraph lines or conduits, with all necessary poles, wires, braces and appurtenances and the right to trim or fell any trees along said lines necessary to keep said lines clear for a space of at least thirty-six inches and also the right to attach any necessary guy lines or wires to trees along said right-of-way.

Parcel 5 - An easement for ingress and egress primarily for necessary machinery and equipment over a strip of land twenty-five feet in width extending from a point on the north line of Lot No. 38 in Copley Township and running southerly and southwesterly to the south line of Grantors' land, the center line of said twenty-five foot easement being described as follows: Situated in the Township of Copley, County of Summit and State of Ohio and known as being a part of Lot No. 38 in said township and more fully described as follows, to-wit:

Commencing at an iron pipe at the northeast corner of said Lot No. 38 and thence along the north line of said lot, North 88 deg. 02' 30" West, 1735.94 feet to the true beginning point of this description; thence along a line which is parallel to and 12.50 feet west of the west line of a 6.00 acre parcel hereinbefore mentioned, south, 1 deg. 37' West, 315.65 feet; thence southwesterly the eight following courses and distances to-wit: (1) S. 26 deg. 08' West, 254.16 feet; (2) S. 87 deg. 06' 30" West, 190.0 feet; (3) S. 41 deg. 06' 30" West, 85.00 feet; (4) South 5 deg. 06' 30" West, 154.80 feet; (5) South 38 deg. 06' 30" West, 145.0 feet; (6) South 16 deg. 06' 30" West, 144.80 feet; (7) South 33 deg. 06' 30" West, 80.0 feet and (8) South 1 deg. 06' 30" West, 124.30 feet to an iron pipe on grantors' south line (said iron pipe being North 88 deg. 53' 30" West, 533.84 feet as measured along said grantors' south line from an iron pipe at the southwest corner of said 6.00 acre parcel) as surveyed February 13, 1947 by Gehres & Kingsley, Surveyors. The above easement or right-of-way described in parcel five is to terminate when and if the grantors, their heirs or assigns, sell in good faith any portion of the premises over which said easement or right-of-way extends.

(P)

12-30-70

507
20134

592305

Darrendorf

JACK O. FOSTON

and
JULIA B. FOSTON

TO

N. G. LOCKEART

CO., an Ohio
Corporation

TRANSFERRED - 19

DEC 30 1970

DEC 30 1970

COUNTY AUDITOR
SUMMIT COUNTY, OHIO

RECEIVED FOR RECORD
DEC 30 1970

Nov 20 1970

RECORDED JAN 5 1971

[Signature]

Recorder

Summit County, Ohio

[Handwritten notes]

635914

EASEMENT (For Corporation)

KNOW ALL MEN BY THESE PRESENTS, that W. G. Lockhart Realty Company

the GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the GRANTEE, does hereby give and grant unto the Grantee, its successors and assigns, an easement and right of way as described below for lines for the distribution of electric current, including telephone and telegraph, upon and over lands of Grantor situated in the Township of Copley County of Summit, and State of Ohio, and being a part of O.L. 38 1st Subdiv therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by

Bounded on the East by lands now or formerly owned by

Bounded on the South by lands now or formerly owned by

Bounded on the West by lands now or formerly owned by

TRANSMIT NOT NECESSARY	
SEE ALSO PAGE 226, VOL. 5256, WHICH IS GRANTED WITH	
REVENUE	
C. L. BOWER	
By	By
By	By

3215

The easement and right of way herein granted is more definitely described as follows:

With the right to install distribution pole line facilities upon lands of Grantors, said facilities to enter upon lands of Grantors at a point being Grantors Southwest corner, and being its west property line, in common with the east property line of lands now owned or formerly owned by S. Binder, and from this point said facilities to be extended east a distance of approximately fifteen (15) feet to a point; thence from this point said facilities to be extended north along and parallel and being approximately fifteen (15) feet east of Grantors West property line, and being the east property line of S. Binder a distance of approximately seven hundred and ninety-five (795) feet to a point; thence continuing east a distance of approximately eighty (80) feet in order to provide electric service thereon; also

With the right to install down guys, and anchors wherever necessary in order to construct said pole line facilities.

The easement and right of way herein granted includes the right to enter upon said lands and erect, operate and permanently maintain thereon all usual fixtures and equipment required for the distribution of electric current, including telephone and telegraph, and the right to trim, cut, remove or control by any other means, any and all trees which may interfere with or endanger the safe and efficient operation of the lines.

TO HAVE AND TO HOLD the said easement and right of way unto said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, said W. G. Lockhart Realty Co. has hereunto set its hand and corporate seal this 17 day of March, 1972.

Signed and acknowledged in the presence of:
James C. Cargill
Attorney at Law

By W. G. Lockhart President
Signature of Officer
Official Title
And D. W. Lockhart Secretary
Signature of Officer
Official Title

THIS SPACE RESERVED FOR
RECORDERS STAMP

635914

RECEIVED FOR RECORD
MAR 7 - 1972

At 9:14 a.m. on Mar 14 1972

Recorded 5256 Page 226
Ray R. Ruff
Recorder
Summit County, Ohio

STATE OF OHIO
COUNTY OF Summit ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named W. G. Lockhart President

of W. G. Lockhart Realty Co.

who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Columbus, Ohio, this 17 day of March, A.D. 1972

John Q. Ruff
Notary Public, Notary Public

Summit County, Ohio

My Commission Expires May 21, 1974

WE, the undersigned Grantors, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to our/my satisfaction of OHIO EDISON COMPANY, an Ohio Corporation, the Grantee, do hereby give and grant unto the Grantee, its successors and assigns, an easement and right of way as described below for lines for the distribution of electric current, including telephone and telegraph, upon and over lands of Grantor situated in the Township of Copley County of Summit State of Ohio, being a part of O. L. 38 ~~XXXXXX~~ therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by _____
Bounded on the East by lands now or formerly owned by _____
Bounded on the South by lands now or formerly owned by _____
Bounded on the West by lands now or formerly owned by _____

The easement and right of way herein granted is more definitely described as follows:

With the right to maintain present distribution pole line facilities which are located upon lands of Grantors, and the right to extend off from said facilities, said new distribution pole line facilities to begin from a point identified as CP-4019 and being approximately two hundred eighty five (285) feet northerly of Grantors southerly property line, thence from this point said facilities to be extended in a southeasterly direction a distance of approximately two hundred and fifty (250) feet to a point in order to provide service thereon, also;

With the right to install down guys and anchors wherever necessary in order to construct said pole line facilities and upon the request by the Grantors, their heirs, successors or assigns for additional electric service, the Grantee Ohio Edison Company will have the right to extend facilities wherever needed in order to provide future electric service thereon.

02708

TRANSFER NOT NECESSARY
MAR 13 1981
John Poda Jr., County Auditor

TRANSFER NOT NECESSARY
SEC. 319.202 REV. CODE COMPLIED WITH
EXEMPT
JOHN PODA JR.
County Auditor
D. A. Long
County Auditor

The easement and right of way herein granted includes the right to enter upon said lands and erect, operate and permanently maintain thereon all usual fixtures and equipment required for the distribution of electric current, including telephone and telegraph, and the right to trim, cut, remove or control by any other means, any and all trees which may interfere with or endanger the safe and efficient operation of the lines.

TO HAVE AND TO HOLD the said easement and right of way to said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, WE, I have hereunto set our/my hand this 23 day of February, 1981

Signed in the presence of:
Margaret Hillis
Paul A. De Prez

THIS SPACE RESERVED FOR
RECORDER'S STAMP

32845 W.R. Lockhart Realty
RECEIVED FOR RECORD
MAR 13 1981
At Copley, Ohio
RECORDED MAR 19 1981
VOL 6504 pg 74
RALPH JAMERSON
RECORDER
COUNTY OF SUMMIT

STATE OF OHIO
COUNTY OF Summit

SS:

This Instrument
was prepared by
PAUL A. De PREZ
Attorney at Law

The foregoing instrument was acknowledged before me this

23 day of February, 1981

by W. R. Lockhart Realty Co. GRANTORS.
W. R. Lockhart

SEAL

MARGARET HILLIS, Notary Public
Residence - Copley, Ohio
State Wide Jurisdiction, Ohio
My Commission Expires Apr. 16, 1985

Notary Public

43769

KNOW ALL MEN BY THESE PRESENTS, that W. G. Lockhart Realty Company

, a corporation,
the GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consid-
eration received to its full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the
GRANTEE, does hereby give and grant unto the Grantee, its successors and assigns, an easement
and right of way as described below for lines for the distribution of electric current, including tele-
phone and telegraph, upon and over lands of Grantor situated in the Township of Conley
County of Summit, and State of Ohio, and being a part of O.L. 38 of Section
therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by _____

Bounded on the East by lands now or formerly owned by _____

Bounded on the South by lands now or formerly owned by _____

Bounded on the West by lands now or formerly owned by _____

The easement and right of way herein granted is more definitely described as follows:

With the right to extend distribution pole line facilities upon lands of
Grantors, from present Ohio Edison Company pole which is CP4020, and being easterly
of the easterly road limits of the CLEVELAND-MASSILLON ROAD, said facilities to be
extended easterly a distance of approximately three hundred and seventy (370) feet
in order to provide additional electric service thereon; also

With the right to install down guys, and anchors wherever necessary in order
to construct said pole line facilities.

TRANSFER NOT NECESSARY
JUN 22 1981
Tim Davis, County Auditor

TRANSFER NOT NECESSARY
SEC. 319.202 REV. CODE COMPLIED WITH
EXEMPT
TIM DAVIS BY Paul A. DePREZ
County Auditor Deputy Auditor

07651

The easement and right of way herein granted includes the right to enter upon said lands and
erect, operate and permanently maintain thereon all usual fixtures and equipment required for the
distribution of electric current, including telephone and telegraph, and the right to trim, cut, remove
or control by any other means, any and all trees which may interfere with or endanger the safe and
efficient operation of the lines.

TO HAVE AND TO HOLD the said easement and right of way unto said Grantee, its successors
and assigns, forever.

IN WITNESS WHEREOF, said W. G. Lockhart Realty Company, has hereunto
set its hand and corporate seal this 15 day of June, 1981.

Signed and acknowledged
in the presence of:

Ruthie L. AbrahamJohn J. Herbert

W. G. Lockhart Realty Company
Name of Corporation

By A. P. Lockhart
Signature of Officer

Official Title

And Richard E. Stanley
Signature of Officer

Official Title

This instrument
was prepared by
PAUL A. DePREZ
Attorney at Law

STATE OF OHIO,
COUNTY OF Summit

} SS:

Before me, a NOTARY PUBLIC, in and for said County and State,
personally appeared W. G. Lockhart Realty Company

By A. P. Lockhart

its Pres.

By R. E. Stanley

its Secy.

who acknowledged that they did sign the foregoing instrument
and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and
official seal at Akron, Ohio, this
15 day of June, 1981.

MARGARET HILLIS, Notary Public
Ord. No. 10,000, Exp. 12/31/85
My Commission Expires Apr. 01, 1985

Margaret Hillis
Notary Public

THIS SPACE RESERVED FOR
RECORDER'S STAMP

RECEIVED FOR RECORD
JUN 22 1981

At 2:28 o'clock PM

Recorded JUL 13 1981

Vol. 6516 Page 844

Ralph James

Recorder

Summit County, Ohio

W. G. Lockhart
43769
Rt. 1, Co. 1

Ohio Edison Co.

VOL 6552 PAGE 218
58165 LAND LEASE

THIS LEASE made as of the 18th day of December, 1980 between W. G. Lockhart Realty Company an Ohio corporation, hereinafter called LESSOR, and Northeastern Educational Television of Ohio, Inc., hereinafter called LESSEE:

WITNESSETH:

1. Lessor does hereby demise and lease unto Lessee all that certain parcel of ground described on "EXHIBIT A" attached hereto comprising approximately Five (5) Acres, and made a part of this agreement. All of which hereafter shall be called the leased premises.
2. This Lease agreement is contingent upon the obtaining by Lessee of the zoning approval required for Lessee's anticipated use of the subject premises, as further described hereafter. If Lessee is not successful in obtaining said zoning approval, any payments made by Lessee to Lessor under any provisions of this Lease agreement shall be refunded to Lessee in full. Lessor agrees to cooperate fully with Lessee in securing the zoning approval required for Lessee's use of the leased premises, but all fees and other expenses connected therewith shall be paid by Lessee, including legal fees.
3. This Lease agreement is also contingent upon the obtaining and acceptance by Lessee of a title report on the subject premises from a reputable title company. Said title report is to be obtained at Lessee's expense. Lessee agrees to not unreasonably withhold approval of said title report.
4. The term of this lease shall be twenty-five (25) years, commencing on the day the Lease is

LAW OFFICE
DAVIS, MCCLELLAND
& O'NEILL
114 NORTH CHESTNUT ST.
DAYTON, OHIO

signed. Lessee may extend this Lease for three (3) successive periods of twenty-five (25) years each beyond the initial period by giving Lessor notice in writing of Lessee's intention to do so at least thirty (30) days prior to the expiration of the previous twenty-five (25) year period. Each such extension shall be under all of the terms and conditions of this Lease, except that the basic yearly rental set forth in this Lease shall be adjusted for the ensuing twenty-five (25) year period in the same proportion that the Consumer Price Index for Urban Wage Earners and Clerical Workers-- U. S. City Average: All Items--Series A (1967 = 100) published by the Bureau of Labor Statistics, United States Department of Labor, for the last month of the just expired twenty-five (25) year period shall have changed over the said index figure for the first month of the just expired twenty-five (25) year period.

5. During the ^{original} term of this lease, Lessee shall pay a yearly rental of Two Thousand Five Hundred Dollars (\$2,500.00) in advance, and on the same day of each year thereafter until the end of the twenty-five (25) year term hereof.
6. Lessor hereby gives and grants to Lessee the right and option of first refusal to purchase the leased premises at any time the Lessor proposes to sell said premises; and in fulfillment of this obligation Lessor shall deliver to Lessee a copy of any acceptable bona fide written offer from the third parties for purchase of the leased premises, and Lessee shall have ten (10) days from receipt of said copy of offer in

LAW OFFICES
DAVIS, MCCLELLAND
& O'NEILL
112 NORTH CHESTNUT ST.
DAYTON, OHIO

which to agree to accept or reject said offer of sale upon the same terms and conditions as are contained in said written offer of third parties, provided all rents have been fully paid and all covenants of this lease on the part of Lessee to be performed have been fully kept and performed and said Lessor hereby agrees to convey said premises to said Lessee by a good and sufficient deed of general warranty with a covenant against encumbrances excepting existing easements zoning restrictions, taxes and assessments and charges resulting from possession by Lessee, and with release of dower (if applicable), upon payment of said sum.

7. Lessee may construct, erect, install, maintain, alter, remodel, reconstruct, rebuild, replace, and remove on the leased premises a 1000 foot tower with guy wires reaching out 750 feet in three directions from the base of the tower, and a 1600 square foot transmitter building, providing same are in accordance with existing zoning regulations and all applicable building codes and regulations then in effect regarding said premises. Lessor shall have the right to enter and use the unoccupied areas within the 5 acres, under lease, as long as this use does not interfere with the Lessee's operation. Lessee shall have the right to build, operate, use and maintain an access road across other areas of Lessor's property for the purpose of ingress and egress to the leased premises, as well as the right to install underground electric and underground telephone service, with all of the above to be at Lessee's expenses.

8. During the continuance of this Lease, Lessee shall pay when due as additional rent any increase in real property and personal property taxes and assessments on Lessor's property ^{over} ~~xx~~ and above those appearing on the tax bills paid in the ~~year 1980, (1979 Tax Year) (See attached Exhibit B), except those attributable to Lessor building additional structures on this property.~~ *APR. TE*
9. Lessor agrees to cooperate with Lessee in protesting the imposition of any and/or all taxes and assessments which, in the opinion of Lessee, are invalid or illegal, but all fees and other expenses connected therewith shall be paid by Lessee.
10. Lessor shall pay all liens which are prior and superior to the lien of this lease.
11. Lessee shall pay all public and utility company charges for sewer, water, gas and electricity consumed and used by Lessee on the leased premises.
12. Lessor shall have no obligations for maintenance, upkeep or repairs.

LAW OFFICES
DAVIS, McCLELLAND
& O'NEILL
118 NORTH CHESTNUT ST.
RAVENNA, OHIO

13. If any portion of the leased premises shall be taken or acquired by condemnation under the right of eminent domain, the yearly rental herein specified shall be reduced as of the date of the condemnation by an amount proportionate to the reduction in square footage of the leased premises. If such condemnation renders the leased premises substantially unusable for the operation of the business or businesses located upon the leased premises upon the date of said condemnation, Lessee, at Lessee's option, by notice to Lessor, may:

- A. Terminate this lease at any time after having been required to surrender possession of the premises so condemned; or
- B. Retain possession of the remaining portion of the leased premises at the reduced rental as above provided.

Irrespective of whether such condemnation affects all or part of the leased premises, Lessor and Lessee each shall have its respective rights to damages resulting therefrom and in addition, and regardless of any option Lessee may exercise under the prior provisions of this Paragraph 10, Lessee shall have all rights to damages to any buildings, improvements, trade fixtures, and equipment erected, constructed or placed by Lessee on the leased premises and affected by such condemnation.

14. Lessor warrants that it is the sole owner of the leased premises in fee simple and has full right and authority to make this lease and that said leased premises are free and clear of all

encumbrances except taxes and assessments and zoning restrictions; and Lessor shall put Lessee in possession of the leased premises from the effective date hereof and covenants that thereafter and during the continuance of this lease Lessee shall enjoy quiet possession thereof, but subject to the above.

15. If Lessee defaults in the payment of rental hereunder and default continues for thirty (30) days after receipt from Lessor to Lessee of a notice of such default, or if Lessee defaults in the performance of any other of Lessee's covenants and obligations herein contained and such other default continues for a period of two (2) months after receipt from Lessor by Lessee of notice of such default, Lessor, in any such case, in addition to any other remedies, shall have the right to enter upon the leased premises, declare this lease terminated, and take immediate possession thereof or the Lessor may make any payments necessary or proper to cure any default which may be relieved by the payment of money, and the Lessee shall thereupon, upon demand, reimburse and pay to the Lessor the amount so paid or expended with interest thereon at the prime rate of interest being charged at commercial banks in the nearest city of one hundred thousand population.
16. If, at any time, Lessor defaults in the performance of any of Lessor's covenants or obligations herein contained and such default continues for two (2) months after written notice thereof from Lessee to Lessor, Lessee shall have

LAW OFFICES
DAVIS, MCCELLAND
& O'NEILL
111 NORTH CHESTNUT ST.
DAYTON, OHIO

the right, in addition to any other remedies, to terminate this lease or to cure such default and to charge the full cost thereof to Lessor.

17. Lessee agrees that after completion of the building to be erected upon the leased premises, it will, at all times during the said term, have, keep and maintain on the leased premises (except during any period required for reconstruction) at the Lessee's cost, the said buildings and Tower and shall at all times keep said buildings insured for Fire and Extended Coverage, and Vandalism and Malicious Mischief, in an amount not less than 80% of the reproduction cost of said buildings, and Tower.

In case of injury thereto or destruction thereof by fire or other cause, Lessee may repair or restore same to substantially the same condition as existed prior to such injury or destruction. If Lessee shall elect not to rebuild any damaged or destroyed building on the leased premises, it shall promptly proceed to clear any debris from said premises, fill any resulting excavation and restore said leased premises to a level clean and safe condition. In any event, the proceeds of all hazard insurance carried by Lessee on the buildings and improvements shall always be available to Lessee for the purpose of repairing and restoring the damaged premises. In addition, Lessee shall, during the entire term of this lease, maintain Public Liability Insurance on the leased premises in the limits of not less than \$1,000,000 combined single limit for bodily injury and property damage and an additional \$1,000,000 excess

liability insurance with a reputable insurance carrier, to protect both Lessor and Lessee against third party claims for death, injury or property damage occurring on the leased premises, and Lessee shall furnish appropriate certificates to Lessor showing same to be in effect at all times. Further, periodically and not over 3 years at a time, the Public Liability Insurance shall be brought up to date, to insure that adequate protection is maintained at all times.

18. Lessee agrees to indemnify, protect and save harmless the Lessor from any and all actions, lawsuits, claims, costs, loss, damage, or liability of any kind or nature, including damage to property, even if owned, leased or used by Lessee, or of injuries to persons, including death, whether employees of Lessee or others, and including fines, penalties, and costs of corrective measures for failure to comply with any safety or other governmental rules or regulations, when such liability results from or on account of any act or omission of Lessee or any of his officers, agents, employees or servants.
19. Lessee shall have the right to grant to others the right to utilize space on the tower or in the transmitter building described in paragraph 7 hereof and such others shall be permitted to have access to the leased premises for installation, use, operation, inspection and removal of additional equipment located either on the tower or in the transmitter building. Lessee shall keep Lessor advised regarding the

LAW OFFICES
DAVIS, McCLELLAND
& O'NEILL
112 NORTH CHESTNUT ST.
DAYTON, OHIO

granting of any such permission by Lessee.

20. Lessee shall cause a copy of this lease or a memorandum thereof to be recorded in the office of the county recorder in the county in which the leased premises are located, at Lessee's expense.

21. All notices from one party to the other hereunder shall be in writing and except as otherwise herein provided shall be deemed to have been duly given, whether or not received, if sent by United States Certified Mail, address:

TO LESSOR AT: W. G. Lockhart Realty Company
124 Darrow Road
Akron, Ohio 44305

TO LESSEE AT: Northeastern Educational Television
of Ohio, Inc.
275 Martinel Drive
Kent, Ohio 44240

or to such other address as each may later furnish to the other.

Rental paid herein shall be remitted as follows:

W. G. Lockhart Realty Company
124 Darrow Road
Akron, Ohio 44305

or to such other address as Lessor may later furnish to Lessee.

22. This lease shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease as of the day and year first above written.

LESSOR:

W. G. LOCKHART REALTY COMPANY

WITNESSES:

Patricia G. Abraham
Paula Pauline Jordan

BY:

A. R. Lockhart President

BY:

M. J. Lockhart Secretary

WITNESSES:

LESSEE:

Northeastern Educational
Television of Ohio, Inc.

Quiter B. Hayes
Ann E. Finley

BY: Torey Southwick
TOREY SOUTHWICK,
General Manager and
Secretary to the Board

STATE OF OHIO }
Summit COUNTY } ss

Before me, a Notary Public in and for said County,
personally appeared the above named W. G. Lockhart Realty
Company by A. R. Lockhart, its President, and M. J. Lockhart,
its Secretary, and Northeastern Educational Television of
Ohio by Torey Southwick, General Manager and Secretary
to the Board - - - - -

the Lessor and Lessee in the foregoing lease, and acknowledged
the signing thereof to be a voluntary act and deed of each
of them personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and official seal this 11 day of December,
1980.

Margaret Hilles
Notary Public

MARGARET HILLES, Notary Public
Residence - Blaine County
State Wide Jurisdiction, Ohio
My Commission Expires Apr. 18, 1985

Notary for A.R. + M.J.
Lockhart Only.

STATE OF OHIO
COUNTY OF PORTAGE

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY
PERSONALLY APPEARED TOREY SOUTHWICK, GENERAL MANAGER OF
NORTHEASTERN EDUCATIONAL TELEVISION OF OHIO, INC.

Nancy A. Reeder
NANCY A. REEDER
Notary Public, Portage, Co. Ohio
My Commission Expires Nov. 6, 1982

LAW OFFICES
DAVIS, MCCLELLAND
& O'NEILL
112 NORTH CHESTNUT ST.
HAYESVILLE, OHIO

APPROX. LOCATION OF
NCTO. TOWER & BLOS

21-1-54
 22-2-54
 23-3-54
 24-4-54
 25-5-54
 26-6-54
 27-7-54
 28-8-54
 29-9-54
 30-10-54
 31-11-54
 1-12-54
 2-1-55
 3-2-55
 4-3-55
 5-4-55
 6-5-55
 7-6-55
 8-7-55
 9-8-55
 10-9-55
 11-10-55
 12-11-55
 13-12-55
 14-1-56
 15-2-56
 16-3-56
 17-4-56
 18-5-56
 19-6-56
 20-7-56
 21-8-56
 22-9-56
 23-10-56
 24-11-56
 25-12-56
 26-1-57
 27-2-57
 28-3-57
 29-4-57
 30-5-57
 31-6-57
 1-7-57
 2-8-57
 3-9-57
 4-10-57
 5-11-57
 6-12-57
 7-1-58
 8-2-58
 9-3-58
 10-4-58
 11-5-58
 12-6-58
 13-7-58
 14-8-58
 15-9-58
 16-10-58
 17-11-58
 18-12-58
 19-1-59
 20-2-59
 21-3-59
 22-4-59
 23-5-59
 24-6-59
 25-7-59
 26-8-59
 27-9-59
 28-10-59
 29-11-59
 30-12-59
 31-1-60
 1-2-60
 2-3-60
 3-4-60
 4-5-60
 5-6-60
 6-7-60
 7-8-60
 8-9-60
 9-10-60
 10-11-60
 11-12-60
 12-1-61
 13-2-61
 14-3-61
 15-4-61
 16-5-61
 17-6-61
 18-7-61
 19-8-61
 20-9-61
 21-10-61
 22-11-61
 23-12-61
 24-1-62
 25-2-62
 26-3-62
 27-4-62
 28-5-62
 29-6-62
 30-7-62
 31-8-62
 1-9-62
 2-10-62
 3-11-62
 4-12-62
 5-1-63
 6-2-63
 7-3-63
 8-4-63
 9-5-63
 10-6-63
 11-7-63
 12-8-63
 13-9-63
 14-10-63
 15-11-63
 16-12-63
 17-1-64
 18-2-64
 19-3-64
 20-4-64
 21-5-64
 22-6-64
 23-7-64
 24-8-64
 25-9-64
 26-10-64
 27-11-64
 28-12-64
 29-1-65
 30-2-65
 31-3-65
 1-4-65
 2-5-65
 3-6-65
 4-7-65
 5-8-65
 6-9-65
 7-10-65
 8-11-65
 9-12-65
 10-1-66
 11-2-66
 12-3-66
 13-4-66
 14-5-66
 15-6-66
 16-7-66
 17-8-66
 18-9-66
 19-10-66
 20-11-66
 21-12-66
 22-1-67
 23-2-67
 24-3-67
 25-4-67
 26-5-67
 27-6-67
 28-7-67
 29-8-67
 30-9-67
 31-10-67
 1-11-67
 2-12-67
 3-1-68
 4-2-68
 5-3-68
 6-4-68
 7-5-68
 8-6-68
 9-7-68
 10-8-68
 11-9-68
 12-10-68
 13-11-68
 14-12-68
 15-1-69
 16-2-69
 17-3-69
 18-4-69
 19-5-69
 20-6-69
 21-7-69
 22-8-69
 23-9-69
 24-10-69
 25-11-69
 26-12-69
 27-1-70
 28-2-70
 29-3-70
 30-4-70
 31-5-70
 1-6-70
 2-7-70
 3-8-70
 4-9-70
 5-10-70
 6-11-70
 7-12-70
 8-1-71
 9-2-71
 10-3-71
 11-4-71
 12-5-71
 13-6-71
 14-7-71
 15-8-71
 16-9-71
 17-10-71
 18-11-71
 19-12-71
 20-1-72
 21-2-72
 22-3-72
 23-4-72
 24-5-72
 25-6-72
 26-7-72
 27-8-72
 28-9-72
 29-10-72
 30-11-72
 31-12-72
 1-1-73
 2-2-73
 3-3-73
 4-4-73
 5-5-73
 6-6-73
 7-7-73
 8-8-73
 9-9-73
 10-10-73
 11-11-73
 12-12-73
 13-1-74
 14-2-74
 15-3-74
 16-4-74
 17-5-74
 18-6-74
 19-7-74
 20-8-74
 21-9-74
 22-10-74
 23-11-74
 24-12-74
 25-1-75
 26-2-75
 27-3-75
 28-4-75
 29-5-75
 30-6-75
 31-7-75
 1-8-75
 2-9-75
 3-10-75
 4-11-75
 5-12-75
 6-1-76
 7-2-76
 8-3-76
 9-4-76
 10-5-76
 11-6-76
 12-7-76
 13-8-76
 14-9-76
 15-10-76
 16-11-76
 17-12-76
 18-1-77
 19-2-77
 20-3-77
 21-4-77
 22-5-77
 23-6-77
 24-7-77
 25-8-77
 26-9-77
 27-10-77
 28-11-77
 29-12-77
 30-1-78
 31-2-78
 1-3-78
 2-4-78
 3-5-78
 4-6-78
 5-7-78
 6-8-78
 7-9-78
 8-10-78
 9-11-78
 10-12-78
 11-1-79
 12-2-79
 13-3-79
 14-4-79
 15-5-79
 16-6-79
 17-7-79
 18-8-79
 19-9-79
 20-10-79
 21-11-79
 22-12-79
 23-1-80
 24-2-80
 25-3-80
 26-4-80
 27-5-80
 28-6-80
 29-7-80
 30-8-80
 31-9-80
 1-10-80
 2-11-80
 3-12-80
 4-1-81
 5-2-81
 6-3-81
 7-4-81
 8-5-81
 9-6-81
 10-7-81
 11-8-81
 12-9-81
 13-10-81
 14-11-81
 15-12-81
 16-1-82
 17-2-82
 18-3-82
 19-4-82
 20-5-82
 21-6-82
 22

ent for W.G.L. Access
1986. 970.09 (2412 200) + 970.02

1. E. C. R. CASEY 7-10-74
(2nd 10 0-23-74)

Exhibit
A

2151.47, 24.21.6



JOHN A. DONOFRIO

SUMMIT COUNTY TREASURER
113 S. MAIN ST., ANDON, OH 44004
TAX DISTRICT AND DESCRIPTION

15 - CPLY 100 - C-FL CSD
LOT 38 W N CLEVEL MASS RD 23-740A

LAND VALUE	BUILDING VALUE	TOTAL VALUE	TAX RATE
15,620	1,150	17,770	53.81

CURRENT TAX DIST. BUILT

CY- 72-10-100- 57.16
SCH- 241.36 00- .00

LOCKHART W & REALTY CO
LOCKHART W & REALTY
124 DAREX RD
AKRON OH
44305

THIS BILL MUST ACCOMPANY PAYMENT
TREASURER'S COPY

SECTION	DATE	1979	6-20-80	15-02137
REAL ESTATE TAX			473.10	
TAX PRODUCTION			-49.46	
SUBTOTAL			423.64	
10 PCT REDUCTION			-42.36	
UNPAID CURR. RE.				385.63
				8.74

Exhibit B

MAKE CHECKS PAYABLE TO
JOHN A. DONOFRIO, TREASURER

200-CP-0034-02-000-000

THIS BILL MUST ACCOMPANY PAYMENT
TREASURER'S COPY

JOHN A. DONOFRIO

SUMMIT COUNTY TREASURER
113 S. MAIN ST., ANDON, OH 44004
TAX DISTRICT AND DESCRIPTION

68 - AKRON CTV - N.P.T. CSD MPT
IF 2 LOT 17 E OF ACONESTER RD 1.550A

LAND VALUE	BUILDING VALUE	TOTAL VALUE	TAX RATE
24,410	0	24,410	53.51

CURRENT TAX DIST. BUILT

CY- 101.37 100- .00
SCH- 353.05 00- .00

LOCKHART W & REALTY CO
LOCKHART W & REALTY
124 DAREX RD
AKRON OH
44305

SECTION	DATE	1979	6-20-80	69-03717
REAL ESTATE TAX			653.09	
TAX REDUCTION			-22.34	
SUBTOTAL			630.75	
10 PCT REDUCTION			-63.07	
UNPAID CURR. RE.				567.68
CURR. SPECIAL ASSESSMENTS				2.96
				84.51

DK

MAKE CHECKS PAYABLE TO
JOHN A. DONOFRIO, TREASURER

200-CP-0034-02-000-000

THIS BILL MUST ACCOMPANY PAYMENT
TREASURER'S COPY

JOHN A. DONOFRIO

SUMMIT COUNTY TREASURER

125 E. MAIN ST., AURORA, OH 44202-2100

TAX DISTRICT AND DESCRIPTION

16 - COUNTRY - COUNTRY LOTS & L JV
TO 11 & 12 OF 100 ACRES STRIP FOR HIGHWAY M
ACQUISITION 20-21-540A

LAND VALUE	BUILDING VALUE	TOTAL VALUE	TAX RATE
3,270	0	3,270	56.65

CURRENT TAX DISTRIBUTION

CITY- 14.92 TRP- 8.42
SCH- 50.22 WPA- .00

LOCKHART & S REALETY CO
LOCKHART & S REALETY
124 DAWSON RD
AURORA OH
44205

THIS BILL MUST ACCOMPANY PAYMENT
TREASURER'S COPY

NAME CHECKS PAYABLE TO
JOHN A. DONOFRIO, TREASURER

230-CO-0007-01-001.000

CHECK NO. 74.14

DATE PAID 7/4/14

IF YOU HAVE A QUESTION ABOUT THIS BILL, PLEASE CALL THE OFFICE OF THE TREASURER AT (330) 230-1000

SECTION	HALF 1979	5-20-01	19-01-008
REAL ESTATE TAX	93.45		
TAX REDUCTION	-13.85		
SUBTOTAL	81.60		
10 PCT REDUCTION	-8.16		
UNPAID CURR. P.E.			73.44
			.70

JOHN A. DONOFRIO

SUMMIT COUNTY TREASURER

125 E. MAIN ST., AURORA, OH 44202-2100

TAX DISTRICT AND DESCRIPTION

15 - COUNTRY - COUNTRY LOTS & L JV
LOT 38 & 39 CLEVELAND 20-21-540A

LAND VALUE	BUILDING VALUE	TOTAL VALUE	TAX RATE
3,110	0	3,110	53.81

CURRENT TAX DISTRIBUTION

CITY- 13.67 TRP- 11.75
SCH- 42.25 WPA- .00

LOCKHART & S REALETY CO
LOCKHART & S REALETY
124 DAWSON RD
AURORA OH
44205

THIS BILL MUST ACCOMPANY PAYMENT
TREASURER'S COPY

NAME CHECKS PAYABLE TO
JOHN A. DONOFRIO, TREASURER

230-CO-0007-01-001.000

CHECK NO. 69.20

DATE PAID 7/4/14

IF YOU HAVE A QUESTION ABOUT THIS BILL, PLEASE CALL THE OFFICE OF THE TREASURER AT (330) 230-1000

SECTION	HALF 1979	6-20-01	15-02-138
REAL ESTATE TAX	83.67		
TAX REDUCTION	-9.48		
SUBTOTAL	75.19		
10 PCT REDUCTION	-7.52		
UNPAID CURR. P.E.			67.67
			1.53

Exhibit B.

JOHN A. DONOFRIO

SUMMIT COUNTY TREASURER

375 E. MAIN ST., AERON, OHIO 44204 PHONE 379-6420

TAX DISTRICT AND DESCRIPTION

15 - CPLY TAP - C2-FL CSD
LCT 33 1/2 N CLEVE MASS RD 6-000A

LAND VALUE	BUILDING VALUE	TOTAL VALUE	TAX RATE
3,110	0	3,110	53.81

LOCKHART W G REALTY CO
LOCKHART - 3.9 REALTY
124 CARRINGTON ROAD
AKRON, OH
44305

REAL ESTATE TAXES FOR

FIRST HALF 1979

1-30-80

15-02138

REAL ESTATE TAX

63.67

TAX REDUCTION

-10.18

SUBTOTAL

73.49

10 PCT REDUCTION

-7.35

66.14

Exhibit B

FULL YEAR ALL

132.28

>

66.14

HALF YEAR

CHK. NO. CASH

MAKE CHECKS PAYABLE TO
JOHN A. DONOFRIO, TREASURER

200-CP-0054-02-009.000

THIS BILL MUST ACCOMPANY PAYMENT

TREASURER'S COPY

NOTE: IF YOU ARE NOT SURE OF THE TAX RATE, PLEASE CALL THE SUMMIT COUNTY TREASURER'S OFFICE AT 379-6420 FOR THE CURRENT TAX RATE.

IF YOU ARE NOT SURE OF THE TAX RATE, PLEASE CALL THE SUMMIT COUNTY TREASURER'S OFFICE AT 379-6420 FOR THE CURRENT TAX RATE.

JOHN A. DONOFRIO

SUMMIT COUNTY TREASURER

175 S. MAIN ST. AKRON, OHIO 44304. PHONE 378-2420

TAX DISTRICT AND DESCRIPTION

15 - CPLY TWP - CP-FL CSD
LOT 39 N. N. CLEVE MASS RD 23.740A

LAND VALUE	BUILDING VALUE	TOTAL VALUE	TAX RATE
16,620	1,150	17,770	53.81

LOCKHART W.S. REALTY CO
LOCKHART W.S. REALTY
124 GARFORD ROAD
AKRON OH
44305

THIS BILL MUST ACCOMPANY PAYMENT

THIS BILL MUST ACCOMPANY PAYMENT

200-CF-0034-02-009.000

MAKE CHECKS PAYABLE TO
JOHN A. DONOFRIO, TREASURER

CHEK. A/C. CASH

FULL YEAR AMT 755.68
HALF YEAR 377.94

Exhibit B.

REAL ESTATE TAXES FOR	1-30-80	15-02137
FIRST HALF 1979	478.10	
REAL ESTATE TAX	-58.17	
TAX REDUCTION	419.93	
SUBTOTAL	-41.99	
10 PCT REDUCTION		377.94

58165

Lease

*W. H. Lockhart
Realty Co.*

*to
Northwestern
Educational
Television of Chicago.*

RECORDED FOR RECORD
NOV 12 1984
AL 2745
RECORDED NOV 16 1984
VOL 6552 Pg 218-234

Ralph James
RECORDED

Ralph James

COUNTY OF SUMMIT

202

67267

VOL 6553 PAGE 634

OIL AND GAS LEASE

Form GAT (20)

THIS LEASE, made and entered into this 17 day of February, 1982, by and between

W. G. Lockhart Realty Co.

124 DARROW RD

AKRON Ohio, 44305

hereinafter called the Lessor, and

APPALACHIAN EXPLORATION, INC., 1101 30th St., NW, Canton, OH 44709

hereinafter called the Lessee, WITNESSETH:

1. THAT THE LESSOR, for and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively to the Lessee, for the purpose of drilling, operating for, producing and removing oil and gas and all the contents thereof, and to transport by pipelines or otherwise across and through said lands oil, gas and their constituents from the subject and other lands, regardless of the source of such gas or the location of the wells and of placing tanks, equipment, roads and structures thereon to produce and operate for the said products, all that certain tract of land situated in

Copley

Township.

(Lot No.) 38 in Summit County, Ohio bounded substantially as follows:

North by lands of Bender; Samuel

East by lands of Boss; Pyatt; Wasick

South by lands of Bodman; Caskey; Small Tracts

West by lands of Bender

being all the property owned by Lessor or to which the Lessor may have any rights in Section/Lot 38 of Copley Township, containing 30 acres, more or less.

2. No well shall be drilled within 200 feet of the present buildings unless both parties consent thereto.

3. This lease shall continue in force and the rights granted hereunder be fully enjoyed by the Lessee for a term of 24 months, and no longer thereafter as oil or gas or their constituents shall be found on the premises in paying quantities in the judgment of the Lessee or as the premises shall be operated by the Lessee in the search for oil or gas.

4. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within 6 months from the date hereof, a well shall be commenced on the premises, or where the Lessee shall thereafter pay a delay rental of 150.00 Dollars each year, payments to be made quarterly until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced.

5. In consideration of the premises the Lessee covenants and agrees: (A) To deliver to the well of the Lessor in tanks or pipelines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and quality prevailing on the date such oil is run into tanks or pipelines. (B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the wellhead price paid to Lessee per thousand cubic feet of such gas so marketed and used, computed in accordance with State's Law for the measurement of gas at varying pressures, on the basis of 10 inches above 14.73 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and stipulated heating temperature of 60° Fahrenheit, without allowance for temperature and barometric variations; payments of royalty for gas marketed during any calendar month to be on or about the 25th day of the following month. (C) Lessee to deduct from payments in (A) and (B) above Lessee's proportionate share of any severance (excise) tax imposed by any governmental body. (D) In the event Lessee does not sell the gas to others, Lessee shall be paid on the basis of the lowest field market price paid by any public utility in the state of the well head for gas of like kind and quality, and on the same basis that such utility would pay for such gas, including any escalation in price that such utility would pay for such gas as a contract for the sale of same had been entered into at the time of initial production.

6. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to W. G. Lockhart Realty Co. at 124 Darrow Rd Akron Ohio.

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas or their constituents, or in the estate or operation occurring hereunder and to deliver to the Lessee of notice of change of ownership as hereinafter provided.

7. The Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one gas well on the premises, and take gas produced from said well for domestic use in one dwelling house or for other purposes, at Lessor's own risk, subject to the gas and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rate of the gas utility in the town or area nearest to the leased premises or the best market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the expense of Lessor, install a meter to measure said gas. This pipeline is upon the condition precedent that the Lessee shall maintain in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary loss of gas. If the Lessee shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lease or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all employees, administrators and assigns, Lessor further agrees that upon the sale or transfer of the leased premises whether someone other than the Lessor is entitled to take the gas under this Paragraph 7, that the gas supply will be terminated by Lessee until the buyer or the property succeeds or agreement regarding the usage of the gas in the same form as the written agreement. In the absence of such an agreement the gas under this provision shall terminate, the within right of free gas not being assignable without the consent of the Lessee.

8. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate unless within twelve (12) months from the date of the completion of the plugging of such well the Lessee shall commence another well or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinafter provided.

9. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, a well rental in lieu of royalty and delay rental in the amount and under the terms and conditions provided for delay rental and production payment and on the premises or such well is plugged and abandoned according to law. In the event no delay rentals are stated payments hereunder shall be made on the basis of \$1.00 per acre per year.

10. The completion, land rental, well costs or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee and the further right of drilling or not drilling on the leased premises, whether to oil or producing wells or otherwise, as the Lessee may elect.

11. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strips therein with other lands to form an oil and gas development and well on such unit. Any well drilled on said development well whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes and covenants of this lease to the same extent as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided, further, that the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil and gas lease and giving to the Lessor or parties thereto consolidated, the royalty distribution and recording the same in the recorder's office of the county in which the oil and gas lease is located and by making a copy thereof to the Lessor at the address mentioned in each of the above paragraphs. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinafter provided for such use shall be payable to the owners of the parcels of land comprising said unit and in the proportion that the acreage of each parcel bears to the entire acreage consolidated.

12. In case the Lessor owns a lease interest in the above described premises then the entire and undivided fee simple therein then the royalties and rentals herein provided for shall be paid to the Lessor only or the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein shall hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and payable to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

13. No change of ownership in the leased premises or in the results or royalties hereunder shall be binding on the Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance assigned and delivery of such original instrument or a duly certified copy thereof to the Lessee.

14. The Lessee shall have the right to assign and transfer, as hereinafter set forth, the within lease in whole or in part and Lessor agrees to give notice of any assignment or transfer of the within lease to the Lessor by payment of rental or royalty on any part shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned the Lessee herein shall have no further obligations hereunder. The Lessor hereby warrants and agrees to defend the title to the leased premises. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy, any claims or liens against the Lessor's interest in the premises as herein leased and thereupon in keeping subrogated to the rights of such claimant or lien holder, and the right to elect payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

15. The Lessee shall bury, when so requested by the Lessor, all pipelines used in contact with or gas to, on, through and on the premises and pay all expenses to growing crops caused by operations under this lease. Any damages to real property agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser.

222948 Open End Mtg. Assign. & Sec. Agree - Vol 7117 Pg. 207 7-26-85
140054 Mtg. Assign. & Sec. Agree - Vol 6837 - Pg. 255 - 12-1-83
#16334 Open End Mtg. Assign. & Sec. Agree - Vol 6768 Page 139 6-17-83

See Financing Statement #355448 filed 12-1-83
#91924 Assignment of Oil & Gas Lease - Vol 6711 Page 237 11/4/82 Lot # 338

16. The Lessee shall have the privilege of using sufficient oil, gas and water for sustaining the livestock and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereon, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all the premises or such portion thereof as the surrender shall indicate and a cancellation of all obligations under the same, and all parties hereto relating in any way to the portion or all the premises surrendered or partially surrendered, and the land rental herebefore set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure including but not limited to acts of God, strikes, riots, and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall this written lease expire for a period of ninety days after the termination of any force majeure.

18. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to send or demonstrate to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be preceded by the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any act by Lessee alone to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns and the Lessee hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

IN WITNESS WHEREOF the Lessors have hereunto set their hands,

Signed and Acknowledged in the presence of:

[Signature]
[Signature]
[Signature]

[Signature]

Serial Recording No.
or Tax I.D. No.

STATE OF

COUNTY OF

SS.

Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named

who acknowledged to me that _____ did execute the foregoing instrument and that the same is
true and valid for the purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at

this _____ day of _____, 19____
My Commission Expires:

STATE OF

COUNTY OF

SS.

Notary Public
Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named

who acknowledged to me that _____ did execute the foregoing instrument and that the same is
true and valid for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at

this _____ day of _____, 19____
My Commission Expires:

STATE OF

COUNTY OF

SS.

Notary Public
Corporation

Before me, a Notary Public in and for said county and state, personally appeared

W. G. Lockhart Realty Co.

A. R. Lockhart Pres of

the _____ President and _____ Secretary, respectively of *W. G. Lockhart Realty Co.*
the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred
on them by the Board of Directors of said corporation, and that the same is the true and valid act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at

this _____ day of _____, 19____

My Commission Expires:

2 November 1984

Brian D. Carr

*Lessee & Lessor will mutually agree on well site locations, pipeline locations,
tank battery locations and pipelines, access roads, easements, etc. Lessee & Lessor will mutually
agree on underground pipelines, etc. which not unreasonably interfere with
this instrument was prepared by APPALACHIAN EXPLORATION, INC., 3011 7th St., NW, Cooke, OK 44703
consent of unification after a well has been commenced on said premises.*

67267
OIL AND GAS LEASE
From
W. G. Lockhart Realty Co.
To
Appalachian Exploration Inc.
Post Office
Appalachian Exploration Inc.
Location
county of Summit
MAR 4 1982 9:11 AM
MAR 12 1982
6553
634-635
Summit County Recorder
VUL 6553 PAGE 635

See Amending Statement #374/200 filed 7-26-85

59575

EASEMENT

In consideration of the sum of ONE dollars (\$ 1.00), the receipt of which is hereby acknowledged, W.G. LOCKHART REALTY CO., INC. hereinafter whether singular or plural in number, called "Grantor") does hereby grant and convey to General Telephone Company of Ohio, an Ohio Corporation with offices at 100 Executive Drive, Marion, Ohio 43002, its agents, assigns, lessees, licensees and successors hereinafter collectively called the "Company") the permanent easement and right to construct, reconstruct, enlarge, maintain, operate and remove lines of communications and electric facilities including and/or consisting of such ~~wires~~, wires, conduits, cables, ~~XXXXXX~~ and such other fixtures and appurtenances as the Company may at any time require or deem necessary, and the full right of access and ingress to and egress from the same, across, upon, over, in and/or under the real estate situated in ~~XXXXX~~ LOT 38, Township _____, Section _____, in the Township of COPLEY, County of SUMMIT, State of Ohio and described as follows:

Located in Summit County, Copley Twp., Lot 38, Deed Volume 5079 Page 431, 432, 433 and 434

Drawing on reverse side is Exhibit "A", a part of this agreement.

Said lines and facilities shall be situated within a strip of said real estate, one rod in width, described as follows or as shown on Exhibit A attached hereto and incorporated by reference herein:

Extending north of the south property line of W.G. Lockhart Realty Co., Inc. and common with Donald L. and Barbara L. Grosssett. Commencing at the west property line of W.G. Lockhart Realty Co., Inc. and common with Richard Bender, extending easterly a distance of approximately 62 + rods to the Northeastern Educational Television of Ohio Inc. transmitting station building leased from W.G. Lockhart Realty Co., Inc. and signed December 11th, 1980.

The Company is hereby granted the right to trim or cut down all trees and brush within the boundaries of the one rod strip described above.

The Company hereby agrees to pay for any damages caused by the construction or maintenance of said lines and facilities. Grantor shall not erect any permanent structure within the boundaries of the easement.

The rights and interests herein granted and the agreements herein contained shall be binding upon and inure to the benefit of the heirs, successors, assigns, lessees and licensees of the Grantor and the Company.

In witness whereof this instrument is signed this 13 day of November, 1981.

Signed and acknowledged in the presence of:

Grantor:

W.G. Lockhart Realty Co.
an Ohio Corporation by its President

Richard Bender secy,
Philip J. Bender

[Signature] presi.

State of Ohio, County of Summit, SS:

Before me, a Notary Public in and for said county, personally appeared the above named A. P. Lockhart, President, who acknowledged that he did sign the foregoing instrument and the same is his free act and deed.

In testimony whereof I have hereunto subscribed my name and affixed my official seal this 13 day of November, 1981.

My commission expires

MARGARET HILLES, Notary Public
Golden - Mahoning County
State Wide Authorization, Class
My Commission Expires Apr. 12, 1985

Margaret Hilles
Notary Public

15178



This instrument was prepared by General Telephone Company of Ohio

Exhibit "A"

RICHARD
BENDER

ONE Rod wide
STRIP

DONALD L. &
BARBARA L.
GROSSETT

LOCKHART REALTY CO.

EXISTING BEINGS OR

A circuit diagram showing a rectangular loop. Inside the loop is a box labeled "TV" with "4.5" written below it. The loop is formed by a wire with several 'x' marks indicating connections or terminals. The battery is represented by a long vertical line on the right and a shorter, thicker vertical line on the left, both labeled "4.5V".

12/02/21 (655)
Updated September
by Tax Map Dept.

91-30-8
T-N-N

AS 41.62MADON - 10-21-67
1.1.38-11A - 7-21-72

45,153 Ad

59575

1971

TRANSFER NOT NECESSARY
NOV 30 1994
Tim Davis, County Auditor

W. D. Lockhart
Rialty Co.

Mineral Telephone

RECEIVED FOR RECORD
NOV 30 1981
AIR 55-000000-1
RECORDED-DEC-23-1981
VOL 1562-9 310-311

EDMUND HALL

RECORDED

Robert F. Jones

COUNTY OF SUMMIT

5.00

VOLUME 6569 PAGE 311

2
247132

MEMORANDUM OF LEASE

Man 601
2
This MEMORANDUM OF LEASE made at Kent, Ohio, this 3rd day of January, 1986, by and between NORTHEASTERN EDUCATIONAL TELEVISION OF OHIO, INC., a non-profit corporation organized under the laws of the State of Ohio, with corporate offices located at 275 Martinel Drive, Kent, Ohio 44240 (hereinafter referred to as "Lessor") and WDBN, INC., a corporation organized under the laws of the State of Ohio, with its principal place of business located at 4986 Gateway Drive, Medina, Ohio 44256 (hereinafter referred to as "Lessee").

W I T N E S S E T H:

WHEREAS, Lessor is the lessee under a land lease dated as of the 18th of December, 1980 with W.G. Lockhart Realty Company ("Lockhart") as lessor, a copy of which land lease as amended on January 3, 1986 is attached hereto as Schedule I (hereinafter referred to as the "Main Lease"); and

WHEREAS, Lessor desires to lease to Lessee space on the transmission tower (the "Tower") which Lessor has constructed on the property it leases pursuant to the Main Lease (such property, which is located at 2101 S. Cleveland-Massillon Road, Copley 44321 and is as further described in the Main Lease, hereinafter referred to as "Lessor's Property") and to grant to Lessee the right to construct a building on Lessor's Property along with related rights and privileges,

FIR Amendment to Land Lease See Document
No. 247131 Received Jan. 3 @ 2:11 P.M.

VOL 7122 PAGE 871

NOW THEREFORE, Lessor, for and in consideration of the payment of the rent hereinafter stipulated and the full and complete performance by the Lessee of the covenants and agreements hereinafter agreed to be kept and performed by it, and upon the terms and conditions hereinafter contained, does hereby lease to Lessee certain portions of Lessor's Property as described in Paragraph 1 below.

1. Description of Property. The property leased hereunder (the "Property") includes the following sites located on Lessor's Property:

(A) The following sites on the Tower:

- (i) a 20-foot section at approximately the 800-foot level for Lessee's radio transmission antenna consisting of 3 bays of 3 panels each, one on each face of the Tower;
- (ii) a section sufficient for a one-bay standby antenna at the 500 to 600-foot level; and
- (iii) a section sufficient for a micro-relay receiver-only dish at approximately the 200-foot level;

together with other such additional space necessary for the attachment of Lessee's antennae and connecting transmission lines; and

(B) space on the ground near the Tower sufficient for the construction thereon by Lessee of one one-story

building not to exceed ⁶³⁴600 square feet (hereinafter described as "Lessee's Building").

Lessee shall also have the right (1) to use existing electrical or telephone lines on or under Lessor's Property, and/or to bring onto Lessor's Property and install thereon or thereunder, as appropriate, underground electrical and telephone lines and any and all other lines and cables necessary for Lessee's business, and (2) a 3-1/2" heliax transmission line up to each of the 800-foot and 600-foot levels and (3) a microwave line of 1-5/8" up to the 200-foot level; and, without limiting the foregoing, Lessee shall have the right to bring onto Lessor's Property and to use thereon or thereunder, as appropriate, a 120/208-volt, three phase electrical service with Lessee's own separate electrical demand and kilowatt-hour meter. Lessee is to have full access to Lessor's Property including, without limitation, the Tower, Lessee's Building and all lines and equipment necessary for Lessee's business, via the driveway located thereon (the "Access Driveway") as shown in the Survey dated December 23,, 1985 by C. J. Messmore & Associates, Inc. If the location of such Access Driveway is required to be changed for any reason, such relocation shall be at the sole expense of Lessor. Lessee shall submit to Lockhart drawings of the location of any electrical or telephone lines across Lockhart's property.

2. Habendum; Term. TO HAVE AND TO HOLD the Property unto the Lessee for the term beginning on the 1st day of

September, 1985 and ending on the expiration date of the basic term of the Main Lease, which is the 18th day of December, 2005 (the "Basic Term"). In the event Lessee does not obtain all required approvals of the Federal Communications Commission ("F.C.C.") by June 1, 1986, Lessee may at its option terminate this lease by written notice to Lessor.

3. Extension Option. The Lessee shall have the option of extending this lease for the Property for one further term of 25 years (the "Extended Term"). Notice of the exercise of this option shall be given in writing at least sixty (60) days prior to the expiration of the Basic Term. If Lessee gives such notice to Lessor, then Lessor shall exercise its right pursuant to Paragraph 4 of the Main Lease to extend the term of the Main Lease. The Extended Term shall be under all of the terms and conditions of this lease, except that the rental shall be as described below. The phrase "term of this lease" shall mean the Basic Term and the Extended Term if extended in accordance with this paragraph.

4. Purchase Option. In the event Lessor shall (1) acquire the fee interest of Lessor's Property and thereafter receive a third party bona fide offer to purchase Lessor's Property on terms acceptable to Lessor, or Lessor shall make a bona fide offer of the same, subject to Lessee's right of first refusal, and such offer is accepted by a third party, (2) receive

a third party bona fide offer to purchase the Tower on terms acceptable to Lessor, or Lessor shall make a bona fide offer of the same, subject to Lessee's right of first refusal, and such offer is accepted by a third party, or (3) receive a third party bona fide offer to acquire Lessor's leasehold interest under the Main Lease on terms acceptable to Lessor, or Lessor shall make a bona fide offer of the same, subject to Lessee's right of first refusal, and such offer is accepted by a third party, then Lessee shall have, and Lessor hereby grants Lessee, the right and option of first refusal to purchase Lessor's Property or the Tower or to acquire Lessor's leasehold interest under the Main Lease, as appropriate. In fulfillment of this obligation, Lessor shall promptly deliver to Lessee a copy of any such bona fide offer, and Lessee shall have 30 days from receipt of said copy of offer in which to reject or accept the same upon the same terms and conditions as described in such offer. In the event Lessee does not exercise such right of first refusal within said time, Lessor shall have the right within 6 months thereafter to transfer the same upon such terms and conditions, but if Lessor fails to do so, Lessee shall have the continuing right of first refusal on the same terms as expressed in this paragraph as to any subsequent offer. If Lessee so exercises its right of first refusal, Lessor hereby agrees to convey such Lessor's Property or Tower, as appropriate, by a good and sufficient deed of general warranty with a covenant against encumbrances excepting existing

public utility easements, zoning restrictions, taxes and assessments which are a lien but not yet due and payable, charges resulting from possession by Lessee, and other existing leases, or to convey Lessor's leasehold interest, as appropriate, by a good and sufficient document of assignment with a covenant against encumbrances against the leasehold, except as previously noted. In each case, all rents and taxes shall be prorated as of the closing date, and Lessor shall furnish at its own expense a title insurance policy in the amount of the purchase price, insuring Lessee's interest except for the stated permitted encumbrances.

5. Assignment. The Lessee, only after securing the prior written consent of the Lessor, which will not be unreasonably withheld or delayed, may assign this lease or sublet the Property, or any part thereof. Notwithstanding the foregoing sentence, Lessee may freely assign or sublet (without the necessity of obtaining Lessor's consent) to any parent or subsidiary corporation or entity, or to any corporation or entity controlling or controlled by such parent or subsidiary corporation or entity. Neither Lessee nor any assignee or subtenant of Lessee shall use the Property for the use or operation of a mobile two-way radio system.

6. Quiet Possession. Lessor hereby covenants and agrees that if Lessee shall keep and perform all of the covenants and

agreements on the part of Lessee to be kept and performed, in a manner and within the time herein provided for the performance thereof, the Lessee shall have the possession of the Property without any manner of hindrance from the Lessor or any persons lawfully claiming through or under the Lessor; and Lessor further covenants and agrees that it has not granted, and shall not hereafter grant, any interest or permission to any third parties which would materially interfere with Lessee's intended use of the Property.

Upon the expiration or termination of this lease for any reason whatsoever, Lessee may remove all of its antennae, furniture, fixtures, and equipment, provided, however, Lessee shall repair any damage occasioned by such removal. At the request of Lessor upon such expiration or termination of this lease, Lessee shall at its own expense demolish Lessee's Building and remove all debris.

7. In the event that maintenance of the Tower or any related facilities by Lessor requires that workmen climb within 10 feet of the transmission antenna or the standby antenna, Lessee agrees to interrupt transmission for the minimum time reasonably required to permit such maintenance work to be performed safely. Every effort shall be made to permit continuous transmission by use of the standby antenna. It is anticipated that such interference shall occur not more frequently than once a year and that total interference time

shall not exceed 2 minutes per occurrence. Lessee may at its option require such work to be performed during "off air" time selected by Lessee, provided Lessee pays for all premium wages and additional expense incurred by Lessor due to the change in time selected by Lessee. Lessor shall notify Lessee at least 10 days prior to performing such work. In the event of any emergency, in order to preserve the Tower and its operations, Lessee shall promptly follow all reasonable instructions of Lessor including termination of transmission until such emergency has been met.

In the event that Lessor permits other antenna below any of Lessee's antenna and such other antenna provide for transmission at power levels which would endanger the safety of any workers on the Tower, Lessor shall require the owner of such transmission equipment to agree to substantially similar terms imposed on Lessee under this Paragraph 19.

8. Notices. Any notice which shall be given under this lease shall be deemed to have been given when such notice, in writing, shall have been mailed by United States Certified Mail or Registered Mail, Return Receipt Requested.

(a) If given to the Lessor, addressed to:

NORTHEASTERN EDUCATIONAL TELEVISION OF OHIO,
INC.
275 Martinel Drive
Kent, Ohio 44240

(b) If given to the Lessee, addressed to:

WDBN, INC.
4987 Gateway Drive
Medina, Ohio 44256
Attention: President and General Manager

or such other address as either party shall last notify the other.

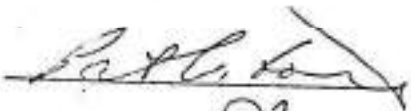
9. Right to Cure. W. G. Lockhart Realty Company or its assignee, as lessor under the Main Lease, shall not terminate the Main Lease for the failure of Lessor hereunder to comply with any of the terms thereunder, without first notifying Lessee hereunder and giving Lessee a reasonable time to cure said failure; and any amounts paid by Lessee to the lessor under the Main Lease shall be deducted from any amounts owed by Lessee to Lessor hereunder.

10. Full Lease. Concurrently with the execution of this memorandum of lease, the parties hereto have executed a full lease containing 24 paragraphs, and the terms and provisions of such full lease are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereunto by their duly authorized officers, in duplicate, as of the day and year first above written.

Witnessed by:

Lessor
NORTHEASTERN EDUCATION TELEVISION
OF OHIO, INC.




By 
Torrey Southwick, General Manager

Witnessed by:

Lessee
WDBN, Inc.

Albert J. Paul

By Robert M. Miller
Robert M. Miller, President and
General Manager

Raymond J. Paul

STATE OF OHIO)
COUNTY OF Summit) SS

Before me, a Notary Public in and for said County, personally appeared Northeastern Educational Television of Ohio, Inc. by Torey Southwick, its General Manager, who signed the foregoing memorandum of lease and acknowledged such signing to be his own voluntary act and deed individually and in the above-described capacity and the voluntary act and deed of such corporation.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed his official seal hereunto, this 3rd day of January, 1986.

Pat V. Jones
Notary Public
[Seal]
PAT VITONE, Attorney at Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Sec. 147.03

STATE OF OHIO)
COUNTY OF Summit) SS

Before me, a Notary Public in and for said County, personally appeared WDBN, Inc., by Robert M. Miller, its President and General Manager, who signed the foregoing memorandum of lease and acknowledged such signing to be his own voluntary act and deed individually and in the above-described capacities and the voluntary act and deed of such corporation.

IN WITNESS WHEREOF, the undersigned has set his hand
and affixed his official seal hereunto, this 3rd day
of January, 1986.

Raymond J. [Signature]
Notary Public
[Seal]

ACKNOWLEDGEMENT

The undersigned, being the lessor under the Main Lease, as defined in the foregoing memorandum of lease, does hereby acknowledge receipt of such foregoing memorandum of lease, which was delivered to the undersigned pursuant to Paragraph 19 of the Main Lease, and hereby agrees to comply with the terms of Paragraph ⁹23 of the foregoing ^{memorandum of} lease.

W. G. LOCKHART REALTY COMPANY

By: *[Signature]*

Its: Secretary

Date: Jan 3, 1985

58165

Vol 6552 PAGE 218
LAND LEASE

THIS LEASE made as of the 18th day of December, 1980 between W. G. Lochhart Realty Company an Ohio corporation, hereinafter called LESSOR, and Northeastern Educational Television of Ohio, Inc., hereinafter called LESSEE:

WITNESSETH:

1. Lessor does hereby demise and lease unto Lessee all that certain parcel of ground described on "EXHIBIT A" attached hereto comprising approximately Five (5) Acres, and made a part of this agreement. All of which hereafter shall be called the leased premises.
2. This lease agreement is contingent upon the obtaining by Lessee of the zoning approval required for Lessee's anticipated use of the subject premises, as further described hereafter. If Lessee is not successful in obtaining said zoning approval, any payments made by Lessee to Lessor under any provisions of this lease agreement shall be refunded to Lessee in full. Lessor agrees to cooperate fully with Lessee in securing the zoning approval required for Lessee's use of the leased premises, but all fees and other expenses connected therewith shall be paid by Lessee, including legal fees.
3. This lease agreement is also contingent upon the obtaining and acceptance by Lessee of a title report on the subject premises from a reputable title company. Said title report is to be obtained at Lessor's expense. Lessee agrees to not unreasonably withhold approval of said title report.
4. The term of this lease shall be twenty-five (25) years, commencing on the day the lease is

SEE BOOK
58165 RECORDED
IN BOOK 58165
PAGE 884

58165

58165

Page 2

signed, Lessee may extend this lease for three (3) successive periods of twenty-five (25) years each beyond the initial period by giving Lessor notice in writing of Lessee's intention to do so at least thirty (30) days prior to the expiration of the previous twenty-five (25) year period. Each such extension shall be under all of the terms and conditions of this lease, except that the basic yearly rental set forth in this lease shall be adjusted for the ensuing twenty-five (25) year period in the same proportion that the Consumer Price Index for Urban Wage Earners and Clerical Workers--U. S. City Average: All Items--Series A (1947 = 100) published by the Bureau of Labor Statistics, United States Department of Labor, for the last month of the just expired twenty-five (25) year period shall have changed over the said index figure for the first month of the just expired twenty-five (25) year period.

5. During the term of this lease, Lessee shall pay a yearly rental of Two Thousand Five Hundred Dollars (\$2,500.00) in advance, and on the same day of each year thereafter until the end of the twenty-five (25) year term hereof.
6. Lessor hereby gives and grants to Lessee the right and option of first refusal to purchase the leased premises at any time the Lessor proposes to sell said premises; and in fulfillment of this obligation Lessor shall deliver to Lessee a copy of any acceptable bona fide written offer from the third parties for purchase of the leased premises, and Lessee shall have ten (10) days from receipt of said copy of offer in

WITNESSES
DAVID McCLELLAND
JOHN HILL
TELEPHONE 4-1234
SUMMIT, N.J.

EX-6552 REG 219

VOL 7122 PAGE 885

Vol 6552 Pgs 220

Page 1

which to agree to accept or reject said offer of sale upon the same terms and conditions as are contained in said written offer of third parties; provided all rents have been fully paid and all covenants of this lease on the part of lessee to be performed have been fully kept and performed and said Lessor hereby agrees to convey said premises to said Lessee by a good and sufficient deed of general warranty with a covenant against encumbrances excepting existing easements zoning restrictions, taxes and assessments and charges resulting from possession by Lessor, and with release of dower (if applicable), upon payment of said sum.

7. Lessee may construct, erect, install, maintain, alter, remodel, reconstruct, rebuild, replace, and remove on the leased premises a 1000 foot tower with guy wires reaching out 750 feet in three directions from the base of the tower, and a 1600 square foot transmitter building providing same are in accordance with existing zoning regulations and all applicable building codes and regulations then in effect regarding said premises. Lessor shall have the right to enter and use the unoccupied areas within the 5 acres, under lease, as long as this use does not interfere with the Lessee's operation. Lessee shall have the right to build, operate, use and maintain an access road across other areas of Lessor's property for the purpose of ingress and egress to the leased premises, as well as the right to install underground electric and underground telephone service, with all of the above to be at Lessee's expenses.

RECORDED
JAN 10 1961
BY CLERK OF COURT

Page 4

8. During the continuance of this Lease, Lessee shall pay when due as additional rent any increase in real property and personal property taxes and assessments on Lessor's property ^{over} and above those appearing on the tax bills paid in the year 1980. (1979 Tax Year) (See attached Exhibit B), except those attributable to Lessor building additional structures on this property.
9. Lessor agrees to cooperate with lessee in pre-testing the imposition of any and/or all taxes and assessments which, in the opinion of lessee, are invalid or illegal, but all fees and other expenses connected therewith shall be paid by Lessee.
10. Lessor shall pay all liens which are prior and superior to the lien of this lease.
11. Lessee shall pay all public and utility company charges for sewer, water, gas and electricity consumed and used by Lessee on the leased premises.
12. Lessor shall have no obligations for maintenance, upkeep or repairs.

[illegible]

100-6552 PAGE 221

VAL 7122 PAGE 887

EX 6552 ME 222

Page 5

13. If any portion of the leased premises shall be taken or acquired by condemnation under the right of eminent domain, the yearly rental herein specified shall be reduced as of the date of the condemnation by an amount proportionate to the reduction in square footage of the leased premises. If such condemnation renders the leased premises substantially unusable for the operation of the business or businesses located upon the leased premises upon the date of said condemnation, Lessee, at Lessee's option, by notice to Lessor, may:

- A. Terminate this lease at any time after having been required to surrender possession of the premises so condemned; or
- B. Retain possession of the remaining portion of the leased premises at the reduced rental as above provided.

Irrespective of whether such condemnation affects all or part of the leased premises, lessor and Lessee each shall have its respective rights to damages resulting therefrom and in addition, and regardless of any option Lessee may exercise under the prior provisions of this Paragraph 10, Lessee shall have all rights to damages to any buildings, improvements, trade fixtures, and equipment erected, constructed or placed by Lessee on the leased premises and affected by such condemnation.

14. Lessor warrants that it is the sole owner of the leased premises in fee simple and has full right and authority to make this lease and that said leased premises are free and clear of all

ALL OTHERS
DAVID WICKSTADT
RECORD
TO HAVE A CERTIFICATE
RECORDED HERE

Page 6

encumbrances except taxes and assessments and zoning restrictions; and Lessor shall put Lessee in possession of the leased premises from the effective date hereof and covenants that thereafter and during the continuance of this lease Lessee shall enjoy quiet possession thereof, but subject to the above.

15. If Lessee defaults in the payment of rental hereunder and default continues for thirty (30) days after receipt from Lessor to Lessee of a notice of such default, or if Lessee defaults in the performance of any other of Lessee's covenants and obligations herein contained and such other default continues for a period of two (2) months after receipt from Lessor by Lessee of notice of such default, Lessor, in any such case, in addition to any other remedies, shall have the right to enter upon the leased premises, declare this lease terminated, and take immediate possession thereof or the Lessor may make any payments necessary or proper to cure any default which may be relieved by the payment of money, and the Lessee shall thereupon, upon demand, reimburse and pay to the Lessor the amount so paid or expended with interest thereon at the prime rate of interest being charged at commercial banks in the nearest city of one hundred thousand population.
16. If, at any time, Lessor defaults in the performance of any of Lessor's covenants or obligations herein contained and such default continues for two (2) months after written notice thereof from Lessee to Lessor, Lessee shall have

WITNESSETH
DAVID M. McLELLAND
A Notary Public
for the State of Florida

EX-6552 REG-223

VOL 7122 PAGE 889

VA 6552 Oct 224

Page 3

the right, in addition to any other remedies, to terminate this lease or to cure such default and to charge the full cost thereof to lessor.

17. Lessee agrees that after completion of the building to be erected upon the leased premises, it will, at all times during the said term, have, keep and maintain on the leased premises (except during any period required for reconstruction) at the lessee's cost, the said buildings and Tower and shall at all times keep said buildings insured for Fire and Extended Coverage, and Vandalism and Malicious Mischief, in an amount not less than 80% of the reproduction cost of said buildings, and Tower.

In case of injury thereto or destruction thereof by fire or other cause, Lessee may repair or restore same to substantially the same condition as existed prior to such injury or destruction. If Lessee shall elect not to rebuild any damaged or destroyed building on the leased premises, it shall promptly proceed to clear any debris from said premises, fill any resulting excavation and restore said leased premises to a level clean and safe condition. In any event, the proceeds of all hazard insurance carried by Lessee on the buildings and improvements shall always be available to Lessee for the purpose of repairing and restoring the damaged premises. In addition, Lessee shall, during the entire term of this lease, maintain Public Liability Insurance on the leased premises in the limits of not less than \$1,000,000 combined single limit for bodily injury and property damage and an additional \$1,000,000 excess

ALL RIGHTS
DAVID M. LAYMAN
AND OTHERS
PLANNING CONTRACT
RECEIVED 1984

Page 8

liability insurance with a reputable insurance carrier, to protect both lessor and lessee against third party claims for death, injury or property damage occurring on the leased premises, and lessee shall furnish appropriate certificates to lessor showing same to be in effect at all times. Further, periodically and not over 3 years at a time, the Public Liability Insurance shall be brought up to date, to insure that adequate protection is maintained at all times.

18. Lessee agrees to indemnify, protect and save harmless the lessor from any and all actions, lawsuits, claims, costs, loss, damage, or liability of any kind or nature, including damage to property, even if owned, leased or used by lessor, or of injuries to persons, including death, whether employees of lessee or others, and including fines, penalties, and costs of corrective measures for failure to comply with any safety or other governmental rules or regulations, when such liability results from or on account of any act or omission of lessee or any of his officers, agents, employees or servants.

19. Lessee shall have the right to grant to others the right to utilize space on the tower or in the transmitter building described in paragraph 7 hereof and such others shall be permitted to have access to the leased premises for installation, use, operation, inspection and removal of additional equipment located either on the tower or in the transmitter building. Lessee shall keep lessor advised regarding the

WITNESSES
DAVID H. HILLMAN
JOHN L. HILL
COUNTY CLERK OF
SUMMIT CO.

Vol 6552 PAGE 225

Vol 7122 PAGE 891

WA 6552 JUL 226

Page 9

granting of any such permission by Lessee.

20. Lessee shall cause a copy of this lease or a memorandum thereof to be recorded in the office of the county recorder in the county in which the leased premises are located, at Lessee's expense.

21. All notices from one party to the other hereunder shall be in writing and except as otherwise herein provided shall be deemed to have been duly given, whether or not received, if sent by United States Certified Mail, address:

TO LESSOR AT: W. G. Lockhart Realty Company
124 Darrow Road
Akron, Ohio 44305

TO LESSEE AT: Northwestern Educational Television
of Ohio, Inc.
275 Martindale Drive
Kent, Ohio 44240

or to such other address as each may later furnish to the other.

Rental paid herein shall be remitted as follows:

W. G. Lockhart Realty Company
124 Darrow Road
Akron, Ohio 44305

or to such other address as Lessor may later furnish to Lessee.

22. This lease shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease as of the day and year first above written.

LESSOR:

W. G. LOCKHART REALTY COMPANY

WITNESSES:

BY: [Signature]
A. R. Lockhart PresidentBY: [Signature]
M. J. Lockhart Secretary

THE COUNTY
OF SUMMIT
RECORDS
AND DEEDS
DIVISION

Page 10

WITNESSES:

LESSOR:

Northeastern Educational
Television of Ohio, Inc.

BY: Torey Southwick
TOREY SOUTHWICK,
General Manager and
Secretary to the Board

Robert P. Hagedorn
Ann E. Hagedorn

STATE OF OHIO

Summit COUNTY } ss

Before me, a Notary Public in and for said County,
personally appeared the above named W. G. Lockhart Realty
Company by A. R. Lockhart, its President, and M. J. Lockhart,
its Secretary, and Northeastern Educational Television of
Ohio by Torey Southwick, General Manager and Secretary
to the Board - - - - -

the lessor and Lessee in the foregoing lease, and acknowledged
the signing thereof to be a voluntary act and deed of each
of them personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and official seal this 11 day of DECEMBER,
1980.

Margaret Hiller
Notary Public

NOTARY PUBLIC, State of Ohio
Expiry - January 1, 1981
My Comm. Expires Jan. 1, 1981

Notary for A.R. & M.J.
Lockhart Only.

STATE OF OHIO
Council of Notaries

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY
PERSONALLY APPEARED TOREY SOUTHWICK, GENERAL MANAGER OF
NORTHEASTERN EDUCATIONAL TELEVISION OF OHIO, INC.

Harry A. Fisher
HARRY A. FISHER
Notary Public, Summit County, Ohio
My Commission Expires Nov. 6, 1982

FOR MYSELF
ENTER MYSELF AND
A WITNESS
IN THE PRESENCE OF
MYSELF AND

PG 0552 102 227



[illegible]

6552 231

THIS BILL MUST ACCOMPANY PAYMENT
TOWARD THE COPY

DATE _____ **TIME** _____

Source of funds	Revolving credit	Term, secured	Rate
3.810	0	3.110	53.811

LEONARD W. HEATH CO
1000 5th Ave. S.W.
Seattle, Wash. 98101
442-5555

FILED 0121F 19
MAY 23 2019

PLANT 0121F 19
HEAD 53141E 158

TAX REDUCTION
\$50,707.44

10 PER REDUCTION

1

1000

1

$$\eta_{\text{full}}^{\text{vib}}$$

2

1000

— 200 —

—

Abstract

1

1998

JOHN A. DONORIO BANK COUNTY RESIDENT 1014 1/2 W. 24TH ST. APT. 1010, PUEBLO TANDEM 240-0000																															
15 - CPAY FIP - 67-FL 630 1CF 25 N W CLEVELAND TASS NO 23-7604																															
194520	8.150	171.730	55.01																												
<table border="1"> <tr> <td colspan="2">SCHEDULED PAYMENTS</td> <td colspan="2">PAID</td> </tr> <tr> <td>FIRST HALF 1979</td> <td>1-20-79</td> <td>15-0217</td> <td></td> </tr> <tr> <td>RENT ESTATE TAX</td> <td>475.10</td> <td></td> <td></td> </tr> <tr> <td>TAX REDUCTION</td> <td>-55.17</td> <td></td> <td></td> </tr> <tr> <td>SUBTOTAL</td> <td>419.93</td> <td></td> <td></td> </tr> <tr> <td>TO PCI REDUCTION</td> <td>-41.98</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>577.96</td> <td></td> </tr> </table>				SCHEDULED PAYMENTS		PAID		FIRST HALF 1979	1-20-79	15-0217		RENT ESTATE TAX	475.10			TAX REDUCTION	-55.17			SUBTOTAL	419.93			TO PCI REDUCTION	-41.98					577.96	
SCHEDULED PAYMENTS		PAID																													
FIRST HALF 1979	1-20-79	15-0217																													
RENT ESTATE TAX	475.10																														
TAX REDUCTION	-55.17																														
SUBTOTAL	419.93																														
TO PCI REDUCTION	-41.98																														
		577.96																													
<table border="1"> <tr> <td colspan="2">FULL YEAR 1979</td> <td colspan="2">PAID</td> </tr> <tr> <td></td> <td>755.43</td> <td></td> <td></td> </tr> <tr> <td colspan="2">2</td> <td colspan="2">377.96</td> </tr> </table>				FULL YEAR 1979		PAID			755.43			2		377.96																	
FULL YEAR 1979		PAID																													
	755.43																														
2		377.96																													
BANK COUNTY RESIDENTIAL TAX 250 - CLEVELAND TASS NO 23-7604																															

Vol. 6552 no. 233

Vol 6552 pg 234

58165

Leave

W.B. Lockhart
Realty Co.

to
Northeastern
Educational
Television of Ohio

RECORDED
NOV 16 1986
VOL. 6552, 118-234

Ralph Johns
COUNTY CLERK

20

247132

Northeastern Educational
Television of Ohio Inc.
W.B. Lockhart Realty Co

To

WDBW Inc.

JAN 3 1986

201 JAN - 8 1986

7122 871-800

Ralph Johns

68

283445

KNOW ALL MEN BY THESE PRESENTS, that W. G. LOCKHART REALTY CO.

the GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration received to its full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the GRANTEE, does hereby give and grant unto the Grantee, its successors and assigns, an easement and right of way as described below for lines for the distribution of electric current, including telephone and telegraph, upon and over lands of Grantor situated in the Township of Copley, County of Summit, and State of Ohio, and being a part of D.L. 38 subsection _____ therein, which said lands are described as follows:

Bounded on the North by lands now or formerly owned by _____

Bounded on the East by lands now or formerly owned by _____

Bounded on the South by lands now or formerly owned by _____

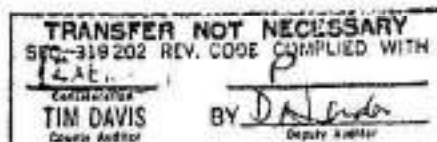
Bounded on the West by lands now or formerly owned by _____

The easement and right of way herein granted is more definitely described as follows:

With the right to extend distribution pole line facilities upon the lands of Grantors, from present Ohio Edison Company pole which is identified as CT-2357, and being easterly of the easterly road limits of CLEVELAND-MASSILLON ROAD (C.H.-17); said facilities to be extended in an easterly direction a distance of approximately one hundred and twenty (120.00) feet to a point in order to provide additional electric service thereon; also

With the right to install down guys, and anchors wherever needed in order to construct said pole line facilities.

12006



This instrument
was prepared by
JAMES R. KING
Attorney at Law

The easement and right of way herein granted includes the right to enter upon said lands and erect, operate and permanently maintain thereon all usual fixtures and equipment required for the distribution of electric current, including telephone and telegraph, and the right to trim, cut, remove or control by any other means, any and all trees which may interfere with or endanger the safe and efficient operation of the lines.

TO HAVE AND TO HOLD the said easement and right of way unto said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, said W. G. LOCKHART REALTY CO. has hereunto set its hand ~~and corporate seal~~ this 10 day of July, 1986.

Signed and acknowledged
in the presence of:

Margaret Miles
Carol J. Erickson

W. G. LOCKHART REALTY CO.
Name of Corporation

By [Signature] Signature of Officer Official Title Pres
And [Signature] Signature of Officer Official Title Secy

THIS SPACE RESERVED FOR
RECORDER'S STAMP

STATE OF OHIO,
COUNTY OF Summit } ss:

Before me, a NOTARY PUBLIC, in and for said County and State,
personally appeared

J R Lockhart - PRES
Richard Stanley - SECY

who acknowledged that they did sign the foregoing instrument
and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and
official seal at Copley, Summit County, Ohio, this
10 day of July, 1986.

[Signature]
Notary Public
Summit County, Ohio
My Comm. Expires May 1, 1988

Notary Public

283445

W.H. Jackson

Plat Co.

to
Ohio Edison Co.

TRANSFER NOT NECESSARY
Tim Daffy, County Auditor

RECEIVED FOR RECORD
AUG 15 1906

At 10:35 P.M.
Recorded SEP 2 - 1906

Vol 728 Page 300-301

Ralph James
Recorder
Co. of Summit, Ohio

100

OR 344-762

89-A6780-A/PLS

KNOW ALL MEN BY THESE PRESENTS:

That W. G. LOCKHART REALTY COMPANY, AN OHIO CORPORATION, a corporation,

the Grantor, claiming title by virtue of instrument recorded in Volume 5079,

Page 431 of the Summit County Records, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to its full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, does hereby grant unto Grantee, its successors and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for lines for the distribution of electric current, including communication facilities, upon, over and across the following described premises:

Situated in the ~~City~~ Township of Copley, County of Summit,

State of Ohio, and being
part of Lot No. 38; Parcel 2, 6.00 acres:

The right of way above referred to is described as follows:

With the right to install overhead electric distribution facilities upon, over, and across the lands of the Grantors, said facilities to enter upon lands of Grantors from a distribution pole having been established by an easement recorded in Volume 5256, Page 226 and bearing the instrument number 635914 of the Summit County Record of Deeds, said pole being presently identified as CP-4021; thence from this pole said overhead electric distribution facilities to be extended S 84°08'50" W, a distance of 25.59 feet to a point on Grantors Westerly property line in common with the easterly property line of lands now owned or formerly owned by R. B. STOUT, INC., there to exit lands of Grantors.

COUNTY OF SUMMIT
RECEIVED & RECORDED
89 OCT 11 AM 9:10
RALPH JAMES - RECORDER
FEE \$ 10.00

526528
O.R. 344 PG 262-763
OHIO EDISON COMPANY
76 S. MAIN ST., AKRON, OHIO 44308
c/o DON KREINER - FAIRLAWN

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, relocate, remove, repair, patrol and permanently maintain upon, over, under and along the above described right of way across said premises all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the distribution of electric current, including communication facilities, and the right of reasonable ingress and egress upon, over and across said premises for access to and from said right of way, and the right to trim, cut, remove or control by any other means at any and all times such trees, limbs and underbrush within or adjacent to said right of way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances unto said Grantee, its successors and assigns, forever, and the Grantor represents that it is the owner of the above-mentioned premises herein described.

IN WITNESS WHEREOF, W. G. LOCKHART REALTY COMPANY has
executed this easement by its duly authorized officers and has caused its corporate seal to be affixed this
Fourteenth day of September, 1989.

SIGNED IN THE PRESENCE OF:

W. G. LOCKHART REALTY COMPANY,
AN OHIO CORPORATION

Name of Corporation

Margaret Miller Buck A. R. Lockhart
Witness Signature of Officer

President

Official Title

W. G. Lockhart
Witness

And

Signature of Officer

Official Title

This instrument
was prepared by
KATHY J. KOLICH
Attorney at Law

STATE OF OHIO

COUNTY OF Stark

SS:

The foregoing instrument was acknowledged before me this 14 day of September, 1989
by W. G. Lockhart Realty, A. R. Lockhart
on behalf of the corporation.

SEAL

Margaret Miller Buck
Notary Public

MARGARET MILLER BUCK, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Apr. 24, 1990

THIS SPACE RESERVED FOR
RECORDER'S STAMP

16591

TRANSFER NOT NECESSARY	
SEC. 319.202 REV. CODE COMPLIED WITH	
EXEMPT	<u>P (TON)</u>
Consideration	
JAMES B. MCCARTHY	BY <u>N. B. McCarthy</u>
County Auditor	Deputy Auditor

TRANSFER NOT NECESSARY
OCT 6 - 1989
James B. McCarthy County Auditor

763

MEMORANDUM OF LEASE OPTION

THIS MEMORANDUM OF LEASE is entered effective the date set forth below, to evidence, for recording purposes, pursuant to Ohio Revised Code Section 5301.251, the execution of a certain Option and Site Lease Agreement, the relevant terms of which are set forth below:

1. The Landlord is Northwestern Educational Television of Ohio, Inc., whose address is 1750 Campus Drive, Kent, Ohio 44240-5191.
2. The Tenant is AT&T Wireless PCS, Inc., by and through its agent Wireless PCS, Inc., a Delaware Corporation, d/b/a AT&T Wireless Services, whose address is 2636 Liberty Avenue, Pittsburgh, Pennsylvania 15222, Attention: Real Estate Department.
3. This Memorandum of Lease makes reference to a certain Option and Site Lease Agreement entered into between Landlord and Tenant, which Option and Site Lease Agreement was executed on July 29, 1996 (the "Lease"). The terms and conditions of the Lease are made a part hereof by this reference.
4. The leased premises subject to the Lease is a portion of the real property described in Exhibit A attached hereto and incorporated herein.
5. The term of the Lease is for a period of approximately five (5) years commencing on September 1, 1996, and terminating on August 31, 2001.
6. The Tenant shall have the option to extend the Lease for five (5) additional five (5) year terms.

202499

C.S. re 764-768

FILED & RECORDED

RECORDED - 0124 06

BOOK 1265 - 18, 174

PAGE 26

GR2260- 765

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Site Lease effective this 2nd day of August, 1995.

Signed and acknowledged in the presence of:

LANDLORD:
Northeastern Educational Television of
Ohio, Inc.

William H. Chesser
By: William H. Chesser
In: President and General Manager

Charles A. E...
Print Name: Charles A. E...

For Lease
Print Name: For Lease

TENANT:
AT&T Wireless PCS Inc., by and through
its agent Wireless PCS, Inc., a Delaware
Corporation d/b/a AT&T Wireless Services

David M. Eichen
By: David M. Eichen
In: Director, Business Operations

Deborah Martinez
Print Name: Deborah Martinez

Vina Martinez
Print Name: Vina Martinez

LANDLORD:

STATE OF OHIO

SS

COUNTY OF PORTAGE

The foregoing instrument was acknowledged before me this 1-8 day of January, 1996, by William B. O'Hara, as President and General Manager of Northwestern Educational Television of Ohio, Inc., an Ohio not-for-profit corporation, on behalf of the corporation.

[Signature]
Notary Public

NOTARIAL PUBLIC STATE OF OHIO
My Commission Expires 12/31/99
Sec. 61.02

TENANT:

STATE OF OHIO

SS

COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me this 11th day of September, 1996, by David M. Bolen as Director of Business Operations of Wireless PCS, Inc., by and through its agent Wireless PCS, Inc., a Delaware Corporation doing AT&T Wireless Services, on behalf of the corporation.

[Signature]
Notary Public

NOTARIAL PUBLIC STATE OF OHIO
My Commission Expires 12/31/99
Sec. 61.02

This Instrument Prepared By:
AT&T Wireless Services
965 Keynote Circle
Brooklyn Heights, OH 44131
• (216) 351-2100

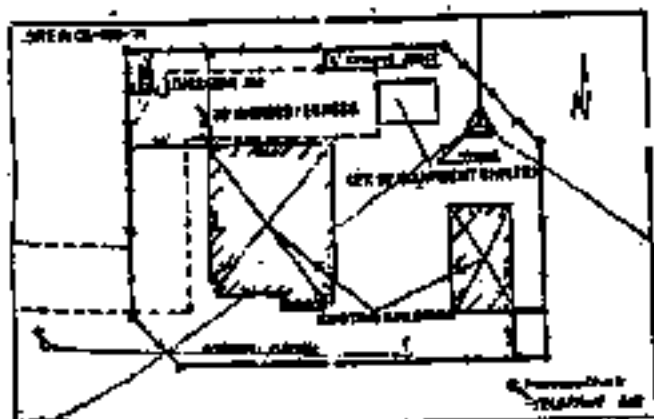
EXHIBIT B

to a Option and Site Lease Agreement dated July 29, 1996 between Northeastern Educational Television of Ohio, Inc., as Landlord, and AT&T Wireless PCS, Inc., by and through its agent Wireless PCS, Inc., a Delaware Corporation d/b/a AT&T Wireless Services, as Tenant.

The location of the premises within the Property is more particularly described or depicted as follows:

The Antenna Facilities are as follows:

- 1) Twelve (12) Align Sector Antennas
- 2) Five (5) Omni-directional whip antennas
- 3) One (1) three sided mounting platform
- 4) Seventeen (17) 15' inch coaxial cables
- 5) One (1) 12 foot by 18 foot equipment shelter
- 6) Associated transmission equipment



(Land survey to be provided to Landlord upon completion and to be fully incorporated into the lease.)

Abstract

DrB
WZ.6

ORDER NO. 4 NOCON SECTION 400

24

ORDER NO: A-15000000000000000000

1

3. Item 5 of said LAND LEASE is amended so as to provide that the yearly annual rental during the first term of said LAND LEASE shall be increased to the sum of \$5,250.00 per year, payable in advance.

4. An additional Item 23 is hereby added to said LAND LEASE providing as follows:

23. Additional Rent - Beginning in October of 1990, Lessee shall pay additional rent to Lessor. Said additional rent shall be computed as follows: 35% of the difference between the Lessee's gross rental fees for calendar year 1989 and the amount of gross rental fees received by the Lessee for the rental of space at the leased premises for the July 1 fiscal year in question. The base amount and additional rental due as a result thereof shall be computed by an independent accountant (or independent accounting firm) as selected and compensated by Lessee. For the period beginning January 1, 1990 and ending June 30, 1990, the amount payable (payable in October of 1990) shall be computed as if the base amount was equal to exactly 50% of the amount of rent received by Lessee for the rental of space at the leased premises during calendar year 1989. In no case shall this Item 23 be interpreted to reduce the amount payable by Lessee pursuant Item 5 of the Land Lease.

5. Item 5 of the Land Lease is amended to read as follows:

5. Lessee may construct, erect, install, maintain, alter, remodel, reconstruct, rebuild, replace, and remove on the leased premises a tower (up to 1,500 feet from the terrain of the Leased Premises) with guy wires as appropriate for such a tower. Lessee shall have the right to construct, erect, install, maintain, alter, remodel, reconstruct, rebuild, replace, and remove on the leased premises any other structure. Lessee shall have the right to build,

 54302343
Page: 2 of 6
04/10/1990 03:17P
HSC 22.00
JAMES B. MCCARTHY SURVIT CO. AUDITOR

operate and maintain an access road across other areas of Lessor's property for the purpose of ingress and egress to the Leased Premises, as well as the right to install and maintain either above or below ground electric, telephone service, and/or other utilities and/or services including, but not limited to various communications devices and/or services with all of the above to be at Lessee's expense.

6. Item 19 of said Land Lease is amended to read as follows:

19. Lessee shall have the right to grant others the right to utilize space on the tower or in any building upon the Leased Premises and such others shall have the right access to the Leased Premises for installation, use, operation, inspection and removal of additional equipment.

7. An additional Item 24 is hereby added to said LAND LEASE providing as follows:

24. Lessee shall have the right to let, sub-let, lease, sub-lease, demise, bargain, sell, remise, release, convey, mortgage, and/or assign, in whole or in part, its interest, rights, and/or obligations in the Leased Premises or any portion thereof. Lessee shall have the right to let, sub-let, lease, sub-lease, demise, bargain, sell, remise, release, convey, mortgage, and/or assign, in whole or in part, its interest, rights, and/or obligations as arising in and/or from this LAND LEASE and/or any amendment hereto. This item shall not be construed as subordinating Lessor's interest in its premises to any mortgage or other lien or encumbrance placed upon Lessee's interest in said premises.

8. Lessee shall cause a copy of this Land Lease Amendment, or a memorandum thereof, to be recorded at the offices of the County Recorder of the County of Summit, Ohio. Lessee shall bear the cost of such recording. This Land Lease Amendment may be executed in multiple copies, each of which shall constitute an original document.



54302343
Page: 3 of 6
05/02/1999 02:17P
H16C 32.00

For the Lessor

A.R. Lockhart
Signature

September 8, 1990
Date

Margaret Buck
Witness

Isabel E. Lockhart
Witness

State of Ohio)
County of Stark) ss

Before me, a Notary Public for said state and county, appeared the above named Lessor by its President A.R. Lockhart who acknowledged the signing of the above Land Lease Amendment to be a free act and deed of said Lessor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8 day of September, 1990 at Careil Fulton, Ohio.

Margaret Miller-Buck
MARGARET MILLER-BUCK

Notary Public for Ohio
4-24-95

For the Lessee

William E. Glaser
Signature
Edward J. Burton
Witness

August 18, 1990
Date
Pat H.
Witness

State of Ohio)
County of Portage) ss

54302343
Page: 4 of 8
08/28/1990 02:17P
MISC 82.00
JAMES B. MCCARTHY SUMMIT CO AUDITOR

Before me, a Notary Public for said state and county, appeared the above named Lessee by its President & General Manager, William E. Glaser who acknowledged the signing of the above Land Lease Amendment to be a free act and deed of said Lessee

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 18th day of August, 1990 at Kent, Ohio.

Pat H.

PAT WYNN, Attorney at Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Sec. 147.03

C. J. MESSMORE AND ASSOCIATES INC.
Engineers and Surveyors

• 202 EAST MARKET STREET
• AKRON, OHIO 44308
• 434-9494
• AREA CODE 216

May 11, 1990

LEGAL DESCRIPTION
2.0 Acre Tower Parcel

situated in the Township of Copley, County of Summit, and State of Ohio and known as being part of Lot No. 38 in said Township and more fully described as follows:

Beginning at the northeasterly corner of said Lot No. 38, thence N 88° 02' 30" W along the northerly line of said Lot No. 38, 660.00 feet to an iron pipe at the northeasterly corner of a parcel conveyed to W. G. Lockhart Realty Company as recorded in Volume 5079, page 431, of the Summit County Record of Deeds; thence S 01° 37' 00" W, along the easterly line of said W. G. Lockhart Company parcel, 455.51 feet to a point; thence S 89° 50' 00" W, 389.74 feet to the true place of beginning:

Thence S 00° 10' 00" E, 295.16 feet to a point;

Thence S 89° 50' 00" W, 295.16 feet to a point;

Thence N 00° 10' 00" W, 295.16 feet to a point;

Thence N 89° 50' 00" E, 295.16 feet to the true place of beginning and containing 2.0000 acres of land as determined by Charles J. Messmore, in May, 1990, but subject to all legal roads, highways and easements of record.



54302343

Page: 5 of 8
05/09/1990 02:17P
NISC 92.04

JAMES H. MCCARTHY SUMMIT CO. AUSTON

W. G. LOCKHART REALTY COMPANY
CERTIFIED RESOLUTION

The undersigned, Richard Stanley, Secretary of W.G. Lockhart Realty Company, certifies that at a special meeting of the shareholders and directors of the corporation at which all the shareholders and directors were present was held September 4, 1990 at 10:30 A.M. at the office of the corporation at 919 East Cherry Street, Canal Fulton, Ohio 44614, the following resolution was unanimously adopted:

RESOLVED, that the corporation authorize A.R. Lockhart to receive the additional rents (as compensation for his interest in the property and for handling agreements and other aspects of the property) due from a certain lease between W.G. Lockhart Realty Company and Northeastern Educational Television of Ohio, Inc. dated September 8, 1990.


Richard Stanley, Secretary



f. approved by:

ATTEST:


A.R. Lockhart, President

DATED: September 8, 1990

Central Attn

AS

MEMORANDUM OF AGREEMENT

CLERK. Prepared by Christopher Scellio, Nextel Communications, 31200 Carter Street, Solon, Ohio 44139 (216) 498-4120
Please return this document to:

Nextel West Corp.
31200 Carter Street
Solon, Ohio 44139
Attn: Property

This Memorandum of Agreement is entered into on this 10 day of June, 1998, by and between Northeastern Educational Television of Ohio, Inc., an Ohio corporation, with an office at 1750 Campus Center Drive, Kent, Ohio 44240-5191 (hereinafter referred to as "Sublessor"), and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, with an office at 31200 Carter Street, Solon, Ohio 44139, (hereinafter referred to as "Sublessee").

1. Sublessor and Sublessee entered into a Communications Site Sublease Agreement ("Agreement") on the 10 day of June, 1998, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on June 10, 1998 ("Commencement" date) and terminating on the 5th anniversary of the Commencement Date with five (5) successful five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being leased to Sublessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

SUBLESSOR:

Northeastern Educational television of Ohio, Inc.,
an Ohio corporation.

By: Pat Vitone

Name: Pat Vitone

Title: Director of Administration & Legal

Date: 5/25/98

WITNESSES

Sign Name: Jim Sarana

Print Name: Jim Sarana

Sign Name: Linda K. Murphy

Print Name: Linda K. Murphy

SUBLESSEE:

Nextel West Corp., a Delaware corporation,
d/b/a Nextel Communications

By: Linda M. Marshall

Name: Linda M. Marshall

Title: Great Lakes Area President

Date: 10 June 98

Sign Name: Comella Parker

Print Name: Comella Parker

Sign Name: Stacey M. Lambert

Print Name: STACEY M LAMBERT



54412394
Page 1 of 4
04/18/2000 01:42
MSC 22.00

SUBLESSOR:

STATE OF _____

COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared Pat Vitone, Director of Administration and Legal, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public,

(SEAL)

My commission expires: _____

SUBLESEE:

STATE OF Ohio

COUNTY OF Cuyahoga

On 6-10-98, before me, Ernie C Mansfield, Notary Public, personally appeared Linda M. Marshall, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Ernie C Mansfield
Notary Public,

(SEAL)

My commission expires:

ERNE C. MANSFIELD
Notary Public - State of Ohio
Qualified in Cuyahoga County
My Commission Expires Feb 26, 2001



54412594
Page: 2 of 4
04/18/2000 01:42P
NISC 22.98

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated JUNE 10, 1998, by and between Northeastern Educational Television of Ohio, Inc., an Ohio corporation, as Sublessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Sublessee.

The Land is described and/or depicted as follows:

Commonly known as: _____
Tax Parcel Number: _____

Situated in the Township of Copley, County of Summit, and State of Ohio and known as being part of Lot No. 38 in said Township and more fully described as follows:

Beginning at the northeasterly corner of said Lot No. 38, thence N 00° 02' 30" W along the northerly line of said Lot No. 38, 660.00 feet to an iron pipe at the northeasterly corner of a parcel conveyed to W. G. Lockhart Realty Company as recorded in Volume 5079, page 431, of the Summit County Record of Deeds; thence S 01° 37' 00" W, along the easterly line of said W. G. Lockhart Company parcel, 455.51 feet to a point; thence S 89° 50' 00" W, 389.74 feet to the true place of beginning:

Thence S 00° 10' 00" E, 295.16 feet to a point;

Thence S 89° 50' 00" W, 295.16 feet to a point;

Thence N 00° 10' 00" W, 295.16 feet to a point;

Thence N 89° 50' 00" E, 295.16 feet to the true place of beginning and containing 2.0000 acres of land as determined by Charles J. Messmore, in May, 1990, but subject to all legal roads, highways and easements of record.

 54412594
Page: 3 of 4
04/13/2000 01:42P
NISC 22.00
JAMES H. MCCARTHY SUMMIT CO AUDITOR

EXHIBIT B

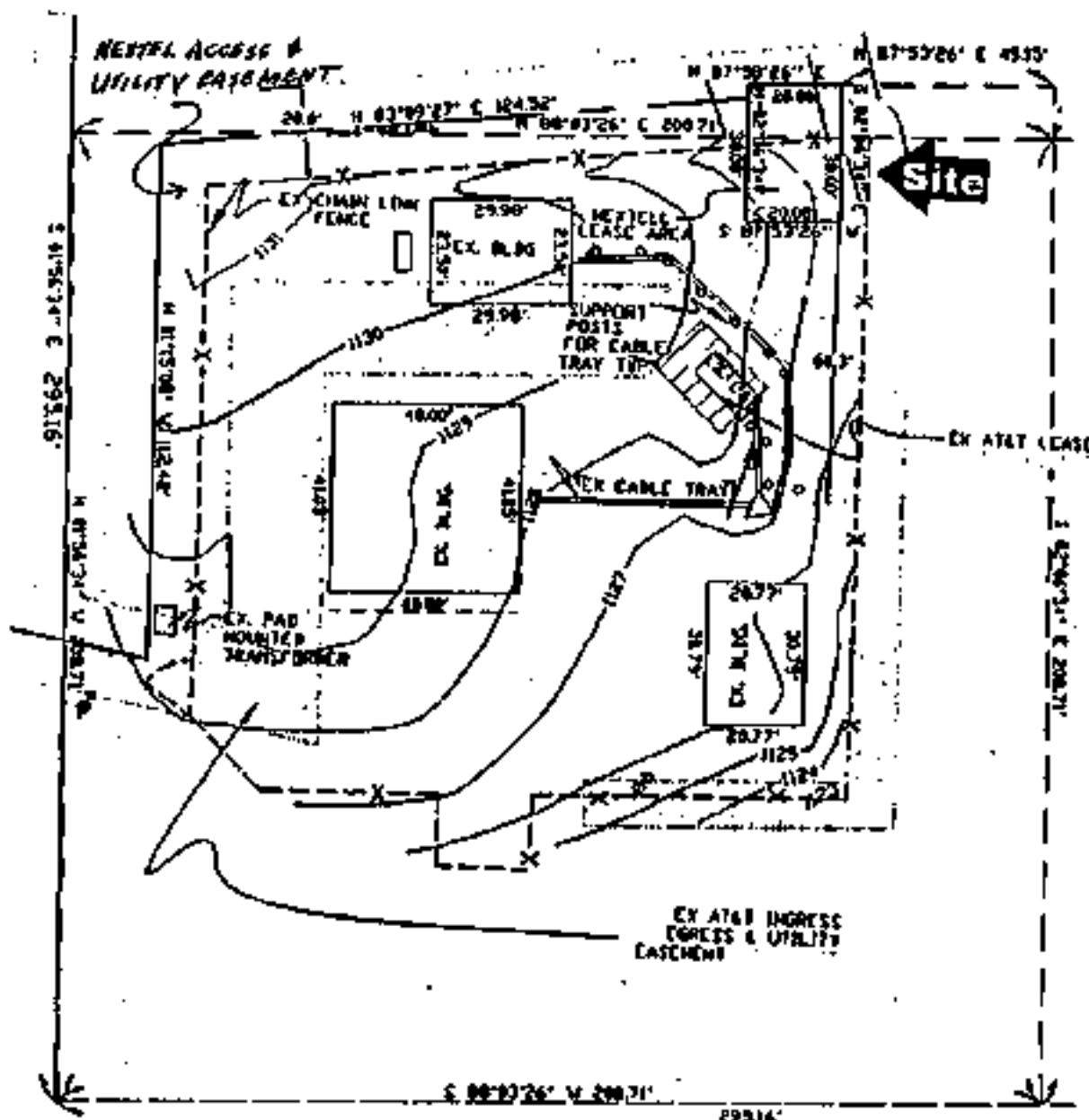
DESCRIPTION OF PREMISES

to the Agreement dated June 10 1998, by and between Northeastern Educational Television of Ohio, Inc. an Ohio corporation, as Sublessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:

References

Situated in the Township of Cooley, County of Summit and State of Iowa and known as being part of lot 38 in said Township and more particularly described as follows:
Beginning at the Northeast corner of said lot 38.
Thence along the North line of said lot N 89 Degrees 49 Minutes 44 Seconds West a distance of 668.00 ft.
Thence S 88 Degrees 09 Minutes 34 Seconds E a distance of 542.00 ft.
Thence S 08 Degrees 03 Minutes 26 Seconds W a distance of 422.36 ft.
Thence N 02 Degrees 05 Minutes 34 Seconds W a distance of 11.49 ft.
Thence S 07 Degrees 53 Minutes 26 Seconds W a distance of 4345 ft to the true place of
beginning for the parcel herein described.
Thence containing S 87 Degrees 53 Minutes 26 Seconds W a distance of 28.00 ft
Thence S 02 Degrees 06 Minutes 34 Seconds E a distance of 30.00 ft.
Thence N 87 Degrees 53 Minutes 26 Seconds E a distance of 30.00 ft.
Thence N 02 Degrees 06 Minutes 34 Seconds W a distance of 28.00 ft. to the place of
beginning and containing 680 square ft land as surveyed by Robert S. Parks, P.S. 1912 in
February 1938.



Notes

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Sublessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

54412594
Page: 4 of 4
04/10/2006 01:59
NISC

17
9

can v
Prepared by and Return to:
Walter A. Wilson, III, Esq.
LandAmerica Commercial Services
101 Gateway Centre Parkway
Richmond, VA 23235

AFFIDAVIT OF FACTS RELATING TO TITLE

STATE OF KANSAS }
 }
COUNTY OF JOHNSON }

Before me, a Notary Public in and for the said County and State personally appeared Monica E. Rademacher, Assistant Vice President of SprintCom, Inc., a Kansas corporation, (hereinafter referred to as the "Undersigned") on behalf of said entity, who first being sworn says that:

1. The Undersigned was the holder of certain leasehold interest or other rights in and to certain real property as more particularly described on and evidenced by Memoranda referenced on the attached Exhibit A (hereinafter collectively referred to as the "Leased Properties"); and
2. The Undersigned did by unrecorded assignment documents (hereinafter referred to as "ASSIGNMENTS") convey all of its right, title and interest in and to the Leased Properties to a wholly owned subsidiary, **STC TWO LLC, a Delaware limited liability company** (hereinafter referred to as "STC"); and
3. Said rights were subleased by STC to **GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company** (hereinafter referred to as "GLOBAL"), by recorded **SITE DESIGNATION SUPPLEMENT TO MASTER LEASE AND SUBLEASE AGREEMENTS** (hereinafter referred to as the "AGREEMENTS"); and
4. Whereas, the original AGREEMENTS did not contain references to said ASSIGNMENTS; and
5. Whereas, the Undersigned desires to clarify the record chain of leasehold ownership.

NOW THEREFORE, the Undersigned does hereby make this Affidavit attaching hereto, as a part hereof, Exhibit A describing all properties in the subject county to which this Affidavit pertains, and which were subleased by STC to GLOBAL.



55246838
Pg: 1 of 17
10/16/2005 01:15P
NISC 184.00

Affiant further saith not.

Witnesses:

Fiona Telado

SprintCom, Inc., a Kansas corporation

By:

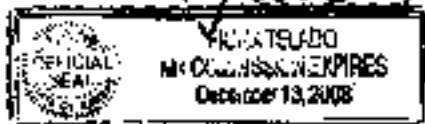
Monica E. Rademacher
Monica E. Rademacher,
Assistant Vice President
Secretary

State of Kansas }

County of Johnson }

On this 6th day of October, 2005, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Monica E. Rademacher, Assistant Vice President of SprintCom, Inc.** to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office, the day and year last above written.



Notary Public

My appointment expires: _____



55246838

Pg: 2 of 17
10/18/2005 01:15P
NISC 104.00

Exhibit A

SUMMIT, OH
Tax ID: 6760819

A lease by and between City of Akron, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Unrecorded PCS Site Agreement.

Said leasehold interest was assigned to STC TWO LLC and further subleased by such entity to Global Signal Acquisitions II LLC by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

Situated in the City of Akron, County of Summit and State of Ohio and known as being a part of Lot 265 in the Selberling & Miller 4th Addition, Plat Book 16, Page 38, of the Summit County Record of Plats and being a corner rounding needed for sidewalk purposes more fully described as follows:

The True Place of Beginning being the northeasterly corner of said Lot 265;

Thence southeasterly along the westerly line of Brittain Road (55' R/W), S-8°37'56"-E, (bearings referenced to the Ohio Coordinate System, North Zone, NAD 1927), 17.41 feet to a point of curve;

Thence northwesterly through Lot 265 and along the arc of a circle curving to the left (central angle = 98°31'01", radius = 15.00', chord = 22.73', chord bearing = N-57°53'26"-W), 25.79 feet to the southerly line of Bauer Boulevard (60' R/W);

Thence northeasterly along the southerly line of Bauer Boulevard, N-72°51'04"-E, 17.41 feet to the True Place of Beginning for the land hereinbefore described and containing 68 square feet (0.0016 acre) of land as surveyed by the City of Akron, Bureau of Engineering in October of 1996.

Connection	Number	10626268
------------	--------	----------



John A. Donofrio, Summit Fiscal Officer

55246838

Pg: 3 of 17
10/16/2005 01:15P
016C 184.60

Exhibit A

SUMMIT, OH
Tax ID: 6755568

A lease by and between The H. P. Cahill Plumbing Co., a corporation, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded in Instrument No. 54136163.

Said leasehold interest was assigned to STC TWO LLC and further subleased by such entity to Global Signal Acquisitions II LLC by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

Situated in the City of Akron, County of Summit and State of Ohio and known as being part of Lots #1 and #2, Tract #2, formerly Springfield Township and more fully described as follows:

Beginning at an iron pipe in the South line of said Lot #1 and North line of said Lot #2, at the intersection with the centerline of Anderson Avenue; thence N. 4°17'57" E, parallel with the West line of said Lot #1, 600.00 feet to an iron pipe; thence S. 85°57'50" E., parallel with the South line of said Lot #1, 326.87 feet to the centerline of a 42 inch sewer;

Thence S 10°14'30" W., along the centerline of said sewer, 179.65 feet to an angle in said sewer;

Thence S. 4°15'30" W, continuing along the centerline of said sewer and the same line extended, 424.50 feet to the intersecting of the centerline of Baltimore Avenue with the South line of said Lot #1;

Thence S 4°22'10" W, along the centerline of Baltimore Avenue, 5.00 feet to the South side of a five (5) foot buffer a trip at the North end of Baltimore Avenue;

Thence n. 85°37'50" W., along the South line of said buffer a trip, 25.00 feet to the West line of Baltimore Ave.,

Thence N. 4°22'10" E., along the West line of Baltimore Avenue, 5.00 feet to the South line of said Lot #1;

Thence N. 85°27'50" W., along the South line of said Lot #1, 240.00 feet to the East line of Anderson Avenue;

Thence S. 4°22'10" W., along the East line of Anderson Avenue, 6.00 feet to the South line of a five (5) foot buffer strip at the North end of said Anderson Avenue;

Thence N. 85°37'50" W., along the South line of said buffer strip, 25.00 feet to the centerline of Anderson Avenue;

Thence N. 4°22'10" E, along the centerline of Anderson Avenue 5.00 feet to the Place of Beginning and containing as surveyed in August 1962 by Swigan & Moore, 4.0725 Acres of land.

Subject to a newer easement granted to the City of Akron, Ohio, along the Easterly and Southerly boundaries of the above described land.

Granting two easements, each 30 feet wide, located immediately West of the West line and immediately East of the East lines and extending along the entire West boundary and East boundary of the above described land, and reserving two easements, each 30 feet wide, located immediately East of the West boundary and immediately West of the East boundary of the above described land and extending along the entire West and East boundaries; said easement to be subject to the right, obligations and covenants herein contained and used to provide means of ingress and egress to and from Anderson Avenue and Baltimore Avenue for the common use and benefit of the Grantee and Grantor herein, their successors and assigns

Connection

Number

10626269



John R Donofrio, Summit Fiscal Officer

55246838
Pg: 4 of 17
10/18/2006 01:15
NISC 164.60

Exhibit A

SUMMIT, OH

Tax ID: 68-57549

A lease by and between HBoberd Limited Family Partnership, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded in Instrument No. 54235846.

Said leasehold interest was assigned to STC TWO LLC and further subleased by such entity to Global Signal Acquisitions II LLC by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

And known as being a pat of Lot No. 6, Tract No. 4, formerly in Springfield Township, and more fully described as follows: Beginning at a point in the centerline of Hillbish Avenue and on the East line of said Tract No. 4, said beginning point being South 0° 30' 10" West, 1574.20 feet as measured along said road center and tract line from the centerline of Springfield Lake Boulevard; Thence S. 0° 30' 10" W., along the centerline of said Hillbish Avenue, 210.90 feet; Thence N, 89° 36' W., 570.00 feet to an iron pipe set (passing over an iron pipe found 30.00 feet from road centerline); Thence N 0° 31' 22" E., 197.94 feet to an iron pipe set; Thence N, 89° 05' 50" E., 570.00 feet to the centerline of said Hillbish Avenue (passing over an iron pipe found at 30.00 feet from said Road centerline) and the Place of Beginning and containing as surveyed in August, 1993, by Swigat & Moore 2.6747 acres of land

Connection

Number

10626270



John A. Donofrio, Summit Fiscal Officer

55246838

Page 5 of 17
10/18/2009 01:13P
RISC 104.69

Exhibit A

SUMMIT, OH
Tax ID: 0700432

A lease by and between James M. Jones, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded in Document No. 54235848; Amended at Document No. 55018578.

Said leasehold interest was assigned to STC TWO LLC and further subleased by such entity to Global Signal Acquisitions II LLC by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

Situated in the Township of Boston, County of Summit and State of Ohio and known as being part of Original Lot Nos. 7 and 8 of said Township and further bounded and described as follows:

Beginning at a 1" iron pin monument box found at the intersection of the centerline of Akron-Cleveland Road (State Route 8) (80 feet wide) and the centerline of Kendall Park Road (State Route 359), Thence South 02 degrees 39'50" West along the centerline of said Akron-Cleveland Road a distance of 230.00 feet to the northeasterly corner of land conveyed to James M. Jones by deed recorded in Reception No. 54344579 of Summit County Records; Thence South 02 degrees 36'50" West continuing along the centerline of said Akron-Cleveland Road a distance of 539.35 feet to the northerly line of land conveyed to Tim Magestro by deed Volume 1955, Page 1141 of Summit County Deed Records; Thence North 89 degrees 47'00" West along the northerly line of said Magestro land, passing by a 1" iron pin found to be 0.03 feet North and 0.07 feet East at a distance of 40.04 feet a distance of 329.50 feet to a 5/8" iron pin set with cap no. "BLR S-7774" and the Principal Place of Beginning of land herein described:

Thence North 89 degrees 47'00" West continuing along the northerly line of said Magestro land, a distance of 457.23 feet to a 3/4" iron pipe found to be 0.11 feet South and 0.02 feet East at the southeasterly corner of land conveyed to Maria M. Korba by deed Volume 6575, Page 804 of Summit County Deed Records;

Thence North 00 degrees 18'30" East, along the easterly line of said Korba land, a distance of 375.84 feet to a 3/4" iron pipe found to be 0.13 feet South and 0.12 feet East at a southeasterly corner of said Korba land;

Thence South 89 degrees 41'30" East, along a southerly line of said Korba land, a distance of 100.00 feet to a 1" iron pipe found to be 0.14 feet South and 0.14 feet East at a southeasterly corner of said Korba land;

Thence North 00 degrees 18'30" East along the easterly line of said Korba land a distance of 39.21 feet to the southwesterly corner of land conveyed to R.J. Enterprises Summit County Ltd. By deed recorded in Reception No. 54549740 of Summit County Records where a 5/8" iron pin with cap no. "B&A 4669" was found to be 0.05 feet East;

Thence South 89 degrees 41'30" East along the southerly line of said R.J. Enterprises Summit County Ltd. Land a distance of 64.88 feet to a 5/8" iron pin set with cap no. "BLR S-7774";

Thence South 00 degrees 18'30" West a distance of 168.00 feet to a 5/8" iron pin set with cap no. "BLR S-7774";

Thence South 89 degrees 41'30" East a distance of 159.48 feet to a 5/8" iron pin set with cap no. "BLR S-7774";

Thence South 00 degrees 18'30" West a distance of 70.00 feet to a 5/8" pin set with cap no. "BLR S-7774";

Thence South 89 degrees 41'30" East a distance of 132.87 feet to a 5/8" iron pin set with cap no. "BLR S-7774";

Thence south 00 degrees 18'30" West a distance of 176.32 feet to the principal place of beginning and containing within said bounds about 2.922 acres of land, be the same more or less, but subject to all legal highways, as determined by a survey performed by Bruce L. Robinson, P.E. P.S. 7774, of B.L. Robinson Engineering & Surveying Co. in December of 2001.



55246838
Pg. 6 of 17
10/18/2006 01:18P
HISC 124.66

Also known as: Vacant lands - Kendall Park Road, Peninsula, Ohio 44264

Together with those appurtenant easement rights as set forth in Reception No. 54665384 of Summit County Records.

Connection

Number

10626271



John A. Benefield, Summit Fiscal Officer

53246838
Page 7 of 17
10/19/2005 01:15P
NISC 184.66

Exhibit A

SUMMIT, OH
Tax ID: 1502137
1502138

A lease by and between A. R. Lockhart Development Co., as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Unrecorded PCS Site Agreement.

Said leasehold interest was assigned to STC TWO LLC and further subleased by such entity to Global Signal Acquisitions II LLC by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2006 and the property is more particularly described as follows:

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

PARCEL 1:

and known as being a part of lot No. 38 in said township, and more fully described as follows: to wit: Beginning at a marked stone on the north line of said Lot no. 38 said beginning point being North 88° 02' 30" West, 660.00 feet as measure along said Lot line from an iron pipe set at the northeast corner of said lot no. 38 and thence along a line which is parallel to the east line of said lot and also along the west line of a 10.0 acre parcel of land as described as Parcel No 1 to 4 deeded to A.W. & E. Gange as recorded in Deed Vol 2052, Page 10 and said line extended northerly South 1° 37' 00" West 1210.27 feet to an iron pipe at the southwest corner of said 10.0 acre parcel; thence along the north lines of land now or formerly owned by J.B. Kendall and C. & B. Chin, North 88° 53' 30" West 850.0 feet to an iron pipe; thence along a line which is parallel to the east line of said Lot No. 38, North 1° 37' 00" East, 1222.88 feet to an iron pipe on the north line of said lot; thence along said lot line; South 88° 02' 30" East, 850.0 feet to the place of beginning and containing 23.739 acres of land as surveyed in January 1967 by Gehras & Kingsley, Surveyors be the same more or less, but subject to all legal highways.

PARCEL 2:

Situated in the Township of Copley, County of Summit and State of Ohio and known as being a part of lot No. 38 in said township and more fully described as follows: to wit: Beginning at an iron pipe on the north line of said Lot No. 38 said beginning point being North 88° 02' 30" West, 1510.0 feet as measured along said lot line from an iron pipe at the northeast corner of said Lot No. 38 and thence along a line which is parallel to the east line of said lot, South 1° 37' 00" West, 1222.88 feet to an iron pipe on the north line of a tract of land now or formerly owned by C & B Chitty as recorded in Deed Vol 2323 Page 393 thence along said line North 39° 53' 30" West 213.44 feet to an iron pipe; thence along a line which is parallel to the east line of said lot no. 38, north 1° 37' 00" East, 1226.04 feet to an iron pipe on the north line of said Lot No. 38; thence along said lot line, South 88° 02' 30" East 213.44 feet to the place of beginning and containing 6.00 acres of land as surveyed in January, 1947 by Gheres & Kingsley, Surveyors be the same more or less but subject to all legal highways

PARCEL 3:

An easement and right to use for storage of equipment and materials for erection and maintenance of necessary buildings, for dumping or storing waste or other materials, and to do any other things or to use for any other purposes incidental thereto which may be necessary or advisable to the Grantee, its successors or assigns the following described premises.

Situated in the Township of Copley, County of Summit and State of Ohio and known as being a part of lot No. 38 in said township and more fully described as follows: to wit: Commencing at an iron pipe at the northeast corner of said Lot No. 38 and thence along the north line of said lot N 88 deg 02' 30" West 1723.44 East to an iron pipe, thence along a line which is parallel to the east line of said lot South 1° deg 37' 00" W, 626.04 feet to an iron pipe at the true place of beginning of land to be herein described: thence continuing along the last mentioned course, south 1 deg 37' 00" west, 600.0 feet to an iron pipe on the south line of grantors' land; thence along said grantors' south line, North 88 deg. 53' 30" West 260.0 feet to an iron pipe; thence north 1 deg 37' 00" East 600.0 feet to an iron pipe; thence South 88 deg 53' 30" East 260.0 feet to the place of beginning and containing 3.58 acres of land as surveyed in January 1947 by Gehras & Kingsley surveyors. Any buildings or buildings erected or placed on this parcel by the grantee, its successors or assigns shall remain the property of the Grantee its successors or assigns and shall not



John A. D'Amico, Summit Fiscal Officer

55246838
Pg: 8 of 17
10/18/2005 01:10
104.00

be considered as part of the real estate and the Grantee its successors and assigns shall at any time, within 90 days after the termination of this easement have the right to remove any such building or buildings. Said easement is to terminate upon the final cessation of mining operations or removal of rock from any promises conveyed to Grantee in this deed.

PARCEL 4:

An easement and right of way for ingress and egress over a fifty foot strip of land along the south line of Grantors land said strip of land being further described as follows:

Situated in the Township of Copley, County of Summit and State of Ohio and known as being a part of Lot No. 38 in said township and more fully described as follows, to-wit: Commencing at an iron pipe at the northeast corner of said Lot No. 38 and thence along the north line of said lot North 88 deg 02' 30" west 1223.44 feet to an iron pipe thence along a line which is parallel to the east line of said lot, south 1 deg 37' 00" West, 1226.04 feet to an iron pipe on the southline of grantor's land and the true place of beginning of land to be herein described; thence along the south line of said grantors land North 08 deg 53' 30" West, 1972.64 feet to the center of the Cleveland - Massillon Road; thence along said road center, North 25 deg 30' West 56.09 feet thence along a line which is parallel to and 50 feet north of said grantor's south line, South 88 deg 53' 30" East, 1998.49 feet; thence South 1 deg 17' 00" West 50.0 feet to the place of beginning a surveyed in January 1947 by Gehres & Kingsley, surveyors.

Said easement shall be for any purpose or use by the grantee its successors or assigns incidental to or related to a right of way. The use of said easement or right of way is hereby limited and restricted to the parties hereto, or their heirs, successors or assigns. Also including in said easement or right of way the rights to construct operate and perpetually maintain electric lines or conduits and telephone or telegraph lines or conduits with all necessary poles, wires, braces and appurtenances and the right to trim or fell any trees along said lines necessary to keep said lines clear for a space of at least thirty six inches and also the right to attach any necessary guy lines or wires to trees along said right of way.

PARCEL 5:

An easement for ingress and egress primarily for necessary machinery and equipment over a strip of land twenty-five feet in width extending from a point on the north line of lot no38 in Copley Township and running southerly and southwesterly to the south line of Grantor's land the center line of said twenty five foot easement being described as follows: Situated in the Township of Copley County of Summit and State of Ohio and known as being a part of Lot No. 38 in said township and more fully described as follows to wit:

Commencing at an iron pipe at the northeast corner of said Lot 38 and thence along the north line of said Lot North 88 deg 02' 30" West, 1735.94 feet to the true point of this description; thence along a line which is parallel to and 12.30 feet west of the west line of a 6.00 acre parcel herein before mentioned, south 1 deg 37' West 315.65 feet; thence southwesterly the eight following courses and distances to wit: (1) S 26 deg 08' West 254.16 Feet; (2) S 87 deg 06' 30" West 190.0 feet; (3) S 41 deg 06' 30" West 85.00 feet (4) South 5 deg 06' 30" West 154.80 feet (5) South 38 deg 06' 30" West 145.0 feet; (6) South 16 deg 06' 30" West 144.80 feet (7) South 33 deg 06' 30" West 80.0 feet and (8) South 1 deg 06' 30" West 124.30 feet to an iron pipe on grantor's south line (said iron pipe being North 88 deg 53' 30" West 533.84 feet as measured along said grantors south line from an iron pipe at the southwest corner of said 6.00 acre parcel) as surveyed February 13, 1947 by Gehres & Kingsley Surveyors. The above easement or right of way described in parcel five is to terminate when and if the grantors their heirs or assigns said in good faith any portion of the premises over which said easement or right of way extends

Correction

Number

10626272



55246838
Pg: 9 of 17
10/18/2005 01:15P
HTSC 104.00

John A Donofrio, Summit Fiscal Officer

Exhibit A

SUMMIT, OH
Tax ID: 67-29388

A lease by and between Richard W. Lowry, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded in Instrument No. 54445232.

Said leasehold interest was assigned to STC TWO LLC and further subleased by such entity to Global Signal Acquisitions II LLC by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

Situated in the City of Alton, County of Summit and State of Ohio and known as being a part of Original Lot #14, Tract #9, formerly Coventry Township and bounded and described as follows, to-wit;
Beginning at a point in the east line of South Main Street said point being S 1deg 18 min W a distance of 168.50 feet from the intersection of the east line of South Main Street with the south line of Cole Avenue; thence S 88 deg 32 min E a distance of 106.47 feet to a point; thence S 0deg 12 min 23 sec E a distance of 195.70 feet to a point; thence S 88 deg 26 min W a distance of 11.75 feet to a point in the east line of South Main Street, thence N 1 deg 18 min E, along the east line of South Main Street, a distance of 201.53 feet to the place of beginning and containing 0.4973 of an Acre of Land, as determined by Donald H. Matthews, Registered Surveyor #S-3035 in the State of Ohio.

Connection	Number	
		10626273

 **55246838**
Pg: 10 of 17
10/15/2005 01:16P
NISC 184.00
John A Denofrio, Summit Fiscal Officer

Exhibit A

SUMMIT, OH
Tax ID: 0405995

A lease by and between A. Joy Pignato and James Pignato, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded in Document No. 54423450.

Said leasehold interest was assigned to STC TWO LLC and further subleased by such entity to Global Signal Acquisitions II LLC by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

Beginning at the Southeast corner of Lot 35 in said Chant Hills Allotment No. 2 (Referenced on iron pipes found N. 3°35'22" E, 27.44 feet);

Thence N. 3°35'22" E., along the east lines of Lots 35 and 27 in said Allotment, 637.91 feet to an iron pipe set;

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

Thence S. 06°24'38" E., 245.22 feet to an iron pipe set in the west Right-of-way line of U.S. 21 (Interstate Route 77);

Thence S. 6°09'02" W., along said Right-of-way line, 15.21 feet to an iron pipe set at an angle point in said line;

Thence S. 2°25'40" E., continuing along said Right-of-way line 200.56 feet to an iron pipe set at an angle point in said line;

Thence S. 1°51'41" W., continuing along said Right-of-way line, 456.09 feet to the south line of said Lot 61 and the north Right-of-way line of Martadale Drive (50 feet wide), passing over an iron pipe found at N. 1°51'41" E, 50.54 feet from the south line of said Lot 61;

Thence W., 79°45' W., along said Lot line and Road Right-of-way line, 281.22 feet to the place of beginning and containing, as surveyed in December 1992 by Swigart & Moore, 4.0000 Acres of land.

Connection

Number

10626276


John A. Donofrio, Summit Fiscal Officer

55246838
Pg: 11 of 17
10/18/2005 01:15p
NISC 104.60

Exhibit A

SUMMIT, OH

Tax ID: 4801904;4802427; 4802203

A lease by and between Board of Trustees of Richfield Township, Summit County Ohio, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) PCS Site Agreement recorded in Document No. 54266202.

Said leasehold interest was assigned to STC TWO LLC and further subleased by such entity to Global Signal Acquisitions II LLC by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Estate said lease are being a portion of the following described parent parcel:

Parcel 2

Situated in the Township of Richfield, County of Summit and State of Ohio, and now as being part of original Richfield Township Lot No. 6, Tract No. 5 bounded and described as follows:

Beginning at an iron pin set in the original centerline of Boston Mills Road 60.00 feet wide distance north 89 degrees 56'57" east, 304.84 feet from a drill hole and cross set at its intersection with the centerline of Black Road, 60.00 feet wide;

Thence N 89 deg 86' 57" east along the said original centerline of Boston Mills Road a distance of 408.73 feet to the northwest corner of land conveyed to the American Telephone and Telegraph company a New York Corporation by deed dated April 26, 1949 and recorded in Volume 2415, Page 438 of Summit County Deed Records;

Thence South 00 degrees 19' 33" west along the west line of land so conveyed to the American Telephone and Telegraph Company a distance of 300.00 feet to the southwest corner thereof and an iron pin found 1.19 feet north and 1.46 feet east;

Thence north 89 deg 66' 57" east along the south line of land so conveyed to the American Telephone and Telegraph company a distance of 280.00 feet to the southeast corner thereof and an iron pin found 2.41 feet north and 0.88 feet east and also on the east line of land conveyed to John Iwaniewski by deed dated October 15, 1947 and recorded in Volume 4736, Page 276 of Summit County Deed Records ;

Thence south 00 deg. 07' 56" west along the said west line of land so conveyed to John Iwaniewski, a distance of 290.63 feet to an iron pin set in the northeast curved line of the Ohio Turnpike, 550.00 feet wide as recorded in Plat Book 44, Page 130 of Summit County Records;

Thence northwest along the said northeast curved line of the Ohio Turnpike by a curve to the right an arc a distance of 885.13 feet to the place of beginning said curve having a radius of 16858.74 feet and a chord which bears north 50 deg. 54'45" west 885.03 feet and containing 2.5651 acres of land

Connection

Number

10626277



55246838

pg: 12 of 17
10/10/2005 01:10:00
HISC 184.00

John A Donofrio, Summit Fiscal Officer

Exhibit A

SUMMIT, OH
Tax ID: 35-05880

A lease by and between Old Portage Corp, as lesser ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) PCS Site Agreement recorded in Document No. 54381163.

Said leasehold interest was assigned to STC TWO LLC and further subleased by such entity to Global Signal Acquisitions II LLC by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

Situated in the City of Cuyahoga Falls, County of Summit, State of Ohio and known as being part of Original Lot 69 of Original Northampton township and more fully described as follows.

Commencing at the centerline intersection of Akron-Peninsula Road (100' Wide) and Portage Trail (60' wide) as relocated and established by the Summit County Engineer and recorded in Book No. 8, Page 549 of the Summit County road records;

Thence along the centerline of said Akron - Peninsula Road in a northwesterly direction along the arc of a circle curving the left (central angle = $23^{\circ} 53' 00''$, radius = 763.94 feet, chord = 316.14 feet and whose chord bearing is N $04^{\circ} 14' 53''$ W) a distance of 318.44 feet to a point;

Thence S $73^{\circ} 35' 15''$ W a distance of 419.86 feet to a point

Thence S $16^{\circ} 24' 45''$ E to a point that is 50.00 feet northerly of the northern bank of the Cuyahoga River, said point also being the True Place of Beginning for the lease parcel herein described.

Thence containing S $16^{\circ} 24' 45''$ E a distance of 50.00 feet to the said northern bank of the Cuyahoga River,

Thence S $73^{\circ} 35' 15''$ W along the said northern bank of the Cuyahoga River 50.00 feet to a point;

Thence N $16^{\circ} 24' 45''$ W a distance of 50.00 feet to a point;

Thence N $73^{\circ} 35' 15''$ E a distance of 50.00 feet to the True Place of Beginning and containing about 2500 square feet of land as determined from records Lauri R. Culp, registered Surveyor No. 7834 in September 1999.

Connection

Number

10626278



John A Donatello, Summit Fiscal Officer

55246838

Pg: 13 of 17
10/18/2005 01:15P
1155 184.00

Exhibit A

SUMMIT, OH

Tax ID: 30-04554; 30-03544

A lease by and between Shafro Limited, an Ohio limited liability company, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded in Instrument No. 54638921; Amendment to PCS Site Agreement in Instrument No. 55151408.

Said leasehold interest was assigned to STC TWO LLC and further subleased by such entity to Global Signal Acquisitions II LLC by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

Parcel 1

Situated in the City of Hudson, County of Summit, State of Ohio and known as being part of Lots 28 and 38 in the said township and is further described as follows:

Beginning at an iron rod found in a monument box at the northeast corner of Lot 38 in the centerline of Stow Road CH106;

Thence along in North line of Lot 38 N89°26'20" west a distance of 1738.34 feet to an iron pipe found at the northeast corner of lands now or formerly owned by J.C. Tillman and recorded in Summit County Deed Book 5800, Page 620;

Thence along the east line of the said J.C. Tillman and beyond, crossing the centerline of Ravenna Road TR102 at a distance of 1279.92 feet S00°20'30" west a total distance of 2698.34 feet to an iron pipe set in the South line of the Penn Central Railroad right of way and the true place of beginning for this parcel of land;

Thence along the south line of said Penn Central Railroad S54°19' east a distance of 1240.36 feet to an iron pipe found at the northwest corner of a 3.592 acre parcel of land now or formerly owned by R.C. Hale Builders, Inc.;

Thence parallel to the centerline of Stow Road and east line of Lot 28, passing over an iron pipe found at the southwest corner of the said 3.592 acre parcel of land at a distance of 350.00 feet S00°23' west a total distance of 514.83 feet to an iron pipe set at the northeast corner of lands now or formerly owned by E.P. and D.C. Barlow and recorded in Summit County Deed Book 2331, Page 583;

Thence along the north line of the said E.P. and D.C. Barlow N89°41' west a distance of 1961.85 feet to an iron pipe set at Barlow's Northwest corner in the west line of Lot 28;

Thence along the west line of Lot 28 N00°23' east a distance of 487.89 feet to an iron pipe found at the southwest corner of a parcel of land now or formerly owned by the Granite Improvement Co and recorded in Summit County Deed Book 309, Page 597;

Thence along the south line of said Granite Improvement Co., S89°51'15" east a distance of 663.83 feet to an iron pipe found on the north root of a fifteen inch diameter maple tree at the southeast corner of the said Granite Improvement Co.;

Thence along the east line of the said Granite Improvement Co., and parallel to the centerline of Stow Road and East line of Lot 28 N00°23' east a distance of 665.70 feet to an iron pipe found in the North line of Lot 28;

Thence along the north line of Lot 28 S89°37'50" a distance of 285.78 feet to an iron pipe set at the southeast corner of lands now or formerly owned by M. Jr. and R.E. Jacob and recorded in Summit County Deed Book 3955, Page 133;



55246838

Page 14 of 17
10/18/2005 01:13P
HISC 184.00

John A. Donofrio, Summit Fiscal Officer

Thence along the east line of said M. Jr. and R. E. Jacob N00°20'30" east a distance of 77.96 feet to a true place of beginning and containing a total of 35.332 acres of land there being 35.234 acres in Lot 28 and 0.098 acre in Lot 38 be the same more or less but subject to all legal highways as surveyed in October 1982 by Don Trocchio, Registered Surveyor No. 6445, of Stockman and Associates, Inc.

Parcel 2

Situated in the City of Hudson, County of Summit, State of Ohio and known as being part of Lot 28 in said township and further described as follows:

Beginning at a point in the centerline of Stow Road CH 106 and East line of Lot 28 N00°23' east a distance of 1455.46 feet as measured along said centerline and lot line from the southeast corner of Lot 73;

Thence N70°59'30" west a distance of 767.91 feet to an iron pipe in the east line of a parcel of land now or formerly owned by M. Altizer and passing over an iron pipe a distance of 31.66 feet;

Thence along the east line of Altizer N00°23' east a distance of 350.00 feet to an iron pipe in the south right of way of the Penn Central Transportation Company;

Thence along the south right of way of the Penn Central Transportation Company S.54°19' east a distance of 891.64 feet to a point in the centerline of Stow Road and east line of Lot 28 passing over an iron pipe at a distance of 36.76 feet from said point;

Thence along the centerline of Stow Road and East line of Lot 28 S00°23' west a distance of 80 feet to the beginning and containing 3.592 acres of land be the same more or less but subject to all legal highways, as surveyed in March, 1978 by Donald Trocchio, Registered Surveyor No. 6445 of Stockman and Assoc., Inc.

Connection

Number

10626279



John A. Donofrio, Summit Fiscal Officer

55246838

Pg: 15 of 17
10/15/2000 01:18P
#15C 184.00

Exhibit A

SUMMIT, OH

Tax ID: ST-00008-02-012 000

A lease by and between The City of Stow, Ohio, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Unrecorded Land Lease Agreement, Sprint PCS.

Said leasehold interest was assigned to STC TWO LLC and further subleased by such entity to Global Signal Acquisitions II LLC by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

Beginning at a point in the east line of Lot No. 53 N0°13'30" east 500.00 feet as measured along said east line from the southeast corner of Lot No. 53 in the centerline of Ritchie Road; thence S89°50'30" west 196.00 feet to a point in the west line of said Lot; thence N0°09'30" west 410.28 feet to an iron pipe at the southwest corner of lands of the Board of Commissioners of Summit County, thence N99°36' east, 198.69 feet to an iron pipe at the southeast corner of said lands; thence S0°13'30" west 411.10 feet to the beginning; and containing 1.861 acres of land be the same more or less as surveyed by Richard E. Stockman, Registered Surveyor No. 5134.

Connection

Number

10626280



John A. Donofrio, Summit Fiscal Officer

55246838

Pg: 16 of 17
10/14/2008 01:19P
MISC 164.44

Exhibit A

SUMMIT, OH
Tax ID: 2600465

A lease by and between John C. Trippe and D. Joan Trippe, as lessor ("Lessor"), and SprintCom, Inc., a Kansas corporation, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded in instrument No 54453779

Said leasehold interest was assigned to STC TWO LLC and further subleased by such entity to Global Signal Acquisitions IS LLC by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

Situated in the Township of Franklin, County of Summit and State of Ohio: And known as being all of Lot No. 116 in the Turkeyfoot Channel Allotment, Second Addition as the same as recorded in Plat Book 33, Page 67 and 68, Summit County Record of Plats.

Connection	Number	10626225
------------	--------	----------



John A. Deneffle, Summit Fiscal Officer

55246838
Pg: 17 of 17
10/10/2005 03:15P
AISC 184.00

4/

Prepared By:
JOANN NG

RETURN TO: MISSY DOMINGUEZ
LENDER RECORDING SERVICES
25221 COUNTRY CLUB BLVD. #235
NORTH OLMSTED, OHIO 44070
440-716-1820

Site ID: OH1298

LR# 82354

[space above this line for Recorder's use]

ATTACHMENT 1
TO
AMENDMENT NO. 2 TO COMMUNICATIONS SITE SUBLEASE AGREEMENT
(TOWER)

MEMORANDUM OF AMENDMENT TO COMMUNICATIONS SITE SUBLEASE
AGREEMENT (TOWER)

THIS MEMORANDUM OF AMENDMENT TO COMMUNICATIONS SITE SUBLEASE AGREEMENT (TOWER) ("Amended Memorandum"), by and between NORTHEASTERN EDUCATIONAL TELEVISION OF OHIO, INC, an Ohio corporation ("Sublessor") and NEXTEL WEST CORPORATION, a Delaware corporation, ("Sublessee"), evidences that the lease made and entered into by written COMMUNICATIONS SITE SUBLEASE AGREEMENT (TOWER) dated June 10, 1998 as amended by AMENDMENT NO. 1 to COMMUNICATIONS SITE SUBLEASE AGREEMENT (TOWER) dated February 11, 2005, (collectively the "Agreement"), has been amended by written agreement between the parties (the "Amendment"). The parties caused to be recorded a Memorandum of Agreement with the Office of County Recorder, County of Summit, State of Ohio, as document number 54412594 on April 18, 2000.

The Amendment provides in part that Sublessor leases to Sublessee certain real property owned by Sublessor and located at 2103 South Cleveland - Massillon Road, Township of Copley, County of Summit, State of Ohio, together with non-exclusive utility and access easements (the "Site"). The Site which is the subject of the Agreement is described in Exhibit A attached hereto. The Amendment grants Sublessee the option to extend the Agreement for three (3) additional terms of sixty (60) months and one (1) additional term of twenty-four (24) months, after the expiration of the new initial sixty (60) month term which commenced on July 1, 2007.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Sublessor initials: *AN*

Sublessee initials: *W*

6



John A Donofrio, Summit Fiscal Officer

55489687

Pg: 1 of 4
18/19/2007 02:57P
HISC 44.00

IN WITNESS WHEREOF, the parties have executed this Amended Memorandum as of the day and year indicated below.

Sublessor:
**NORTHEASTERN EDUCATIONAL
TELEVISION OF OHIO, INC.**, an Ohio
corporation

Sublessee:
NEXTEL WEST CORPORATION, a
Delaware corporation

By: _____

(please use blue ink)

Printed Name: William J. Carter Jr.

Title: Mr. Engineering & IT Services

By: _____

Printed Name: Dan Butterworth

Title: Sales Development Manager



John A. Donofrio, Summit Fiscal Officer

55489687

Pg: 2 of 4
10/19/2007 02:57P
MISC 44.00

Sublessor initials: WJC

NEET-NEXTEL WEST

Sublessee initials: DB

**EXHIBIT A
TO MEMORANDUM OF AMENDMENT TO COMMUNICATIONS SITE SUBLEASE
AGREEMENT (TOWER)**

Site Description

A portion of certain real property located at 2103 South Cleveland - Massillon Road, Township of Copley, County of Summit, State of Ohio described as follows:

Situated in the Township of Copley, County of Summit, and State of Ohio and known as being part of Lot No. 38 in said Township and more fully described as follows:

Beginning at the northeasterly corner of said Lot No. 38, thence N 88° 02' 30" W along the northerly line of said Lot No. 38, 650.00 feet to an iron pipe at the northeasterly corner of a parcel conveyed to W. G. Lockhart Realty Company as recorded in Volume 5079, page 431, of the Summit County Record of Deeds; thence S 01° 37' 00" W, along the easterly line of said W. G. Lockhart Company parcel, 455.51 feet to a point; thence S 89° 50' 00" W, 389.74 feet to the true place of beginning:

Thence S 00° 10' 00" E, 295.16 feet to a point;

Thence S 89° 50' 00" W, 295.16 feet to a point;

Thence N 00° 10' 00" W, 295.16 feet to a point;

Thence N 89° 50' 00" E, 295.16 feet to the true place of beginning and containing 2.0000 acres of land as determined by Charles J. Messmore, in May, 1990, but subject to all legal roads, highways and easements of record.



John A Donofrio, Summit Fiscal Officer

55489687

Pg: 3 of 4
10/19/2007 02:57P
MISC 44.00

Sublessor initials: *WJK*

2007 10/19/2007 02:57P

Sublessee initials: *W*

SUBLESSOR NOTARY BLOCK (please use blue ink)

STATE OF Ohio)
COUNTY OF Portage) ss.

The foregoing instrument was (choose one) ☐ attested or ☒ acknowledged before me this 22 day of March, 2007, by ☒ William Oneil, as mgr Engineering & IT services of **NORTHEASTERN EDUCATIONAL TELEVISION OF OHIO, INC.**, an Ohio corporation, on behalf of the corporation.

In witness whereof I hereunto set my hand and official seal.



Carolynn M. Kaley
NOTARY PUBLIC

Carolynn M. Kaley
Notary Public
State of Ohio
My Commission Expires July 9, 2010

SUBLESSEE NOTARY BLOCK

STATE OF KANSAS)
COUNTY OF JOHNSON) ss.

Acknowledgment by Corporation
Pursuant to Uniform Acknowledgment Act

The foregoing instrument was acknowledged before me this 16 day of April, 2007, by Don Butterworth, Sale Development Manager on behalf of **NEXTEL WEST CORPORATION**, a Delaware corporation.

In witness whereof I hereunto set my hand and official seal.

JoAnn Ng
JO-ANN NG
Notary Public, State of Kansas
My Appointment Expires Oct 17, 2010



John A Donofrio, Summit Fiscal Officer

55489687
Pg: 4 of 4
10/19/2007 02:57P
MISC 44.00

Drafted by:

Upon recording return to:

Rachel J. Korys
Sittig, Cortese & Wratcher
1500 Frick Building
437 Grant Street
Pittsburgh, PA 15219

SR

MEMORANDUM OF AGREEMENT

17 THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made effective this day of December, 2008, by and between **A R LOCKHART DEVELOPMENT CO., an Ohio corporation** ("Owner") having a mailing address of 800 W. Waterloo Road, Akron, Ohio 44314 and **STC TWO LLC, A Delaware limited liability company, by GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, its Attorney in Fact, by GLOBAL SIGNAL SERVICES LLC, a Delaware limited liability company, its Manager** ("Lessee") with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Alexander Robert Lockhart and SprintCom Inc. ("SprintCom") entered into a PCS Site Agreement dated August 17, 1999 (the "Agreement"), for which a Memorandum of PCS Site Agreement recorded on October 27, 2005 as Instrument No. 55250895 with the Public Records of Summit County, Ohio, for property located in the Township of Copley, County of Summit, State of Ohio (the "Site"), being part of a larger parcel of property owned by Owner (the "Property").

2. SprintCom entered into an unrecorded Assignment Agreement which was memorialized by An Affidavit of Facts Relating To Title, recorded on October 18, 2005 as Instrument No. 55246838 with the Public Records of Summit County, Ohio, pursuant to which SprintCom assigned all of its right, title and interest in the Agreement to STC Two LLC ("STC").

3. STC entered into a Site Designation Supplement to Master Sublease Agreement which was recorded on July 26, 2005, as Instrument No. 55213132, in the Public Records of Summit County, Ohio, pursuant to which STC subleased a portion of the Site to Global Signal Acquisitions II LLC.

4. Owner is the successor in interest to Alexander Robert Lockhart

5. Owner and Lessee entered into a First Amendment to PCS Site Agreement, of even date herewith, for the purpose of extending the term of the Agreement which commenced on May 27, 1998 by eight (8) additional terms of five (5) years each, which shall renew automatically, and shall expire May 26, 2063.

6. Owner has granted Lessee a right of first refusal ("Right of First Refusal") which includes the right to purchase, lease or license all or a portion of the parent parcel of which the Site is a part.

7. The terms, covenants and provisions of the Agreement, of which this is a Memorandum shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Owner and Lessee.

8. Except as expressly set forth herein, this Memorandum does not in any way modify the terms of the Agreement or any modification thereof.

[remainder of page intentionally left blank; signatures follow]



IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first written above.

OWNER:

*A R Lockhart Development Co.,
An Ohio corporation*

By: *Alexander Robert Lockhart*
Alexander Robert Lockhart, President

Date: *Dec 4, 2008*

STATE OF *Ohio*
COUNTY OF *Summit*

)
) SS:
)

On this *4* day of *December*, 2008, before me personally appeared *Alexander Robert Lockhart, President of A R Lockhart Development Co., an Ohio corporation*, to me known (or satisfactorily proven) to be the person(s) that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said person(s) for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written

Patricia Coler
Notary Public

(SEAL)



PATRICIA COLER
Residence: Summit County
Notary Public, State of Ohio
My Commission Expires October 20, 2010

My commission expires *10/20/09*



55712493
Pg. 3 of 4
07/15/2010 11:13A
NISC 44.00

LESSEE:

STC TWO LLC,
a Delaware limited liability company,

By: GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company, its
Attorney in Fact,

By: GLOBAL SIGNAL SERVICES LLC,
a Delaware limited liability company, its Manager

By: 

Name: R. Christopher Mooney
Director - Land Acquisition Operations

Title: _____

Date: 12/17/08

STATE OF Texas

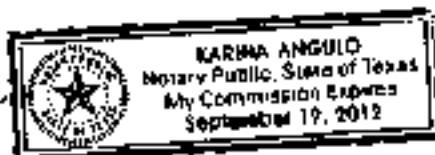
COUNTY OF Harris

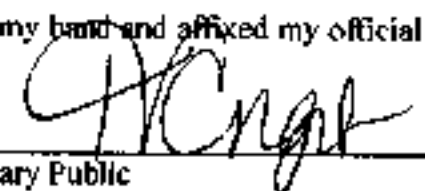
)
) SS:
)

On this 17 day of December, 2008, before me personally appeared R. Christopher Mooney, to me known to be the Director for **GLOBAL SIGNAL SERVICES LLC, a Delaware limited liability company, Manager for GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, Attorney in Fact for STC TWO LLC, a Delaware limited liability company,** that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)




Notary Public

My commission expires 9.19.2012



55712493
Pg: 4 of 4
07/15/2010 11:10A
NISC 44.80

John A. Donatizio, Summit Fiscal Officer

12/31/10
12/31/10
TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer

6/10 - OH

MEMORANDUM OF OIL & GAS LEASE

This Memorandum of Oil and Gas Lease made this 2nd day of December, 2010, by and between A R Lockhart Development Co. by, AR Lockhart, President, of 800 West Waterline Road, AKRON, OH 44314, hereinafter collectively called "Lessor," and Chesapeake Exploration, L.L.C., 6100 N. Western Avenue, Oklahoma City, OK 73118, hereinafter called "Lessee."

WITNESSETH

For and in consideration of the sum of Two Dollars (\$2.00) cash in hand paid, and other good and valuable consideration, Lessor did make and execute in favor of Lessee an Oil and Gas Lease dated December 02, 2010, and made effective December 02, 2010, which provides for a five (5) year primary term and an option to renew for an additional five (5) year primary term covering Lessor's interest in the following described lands:

Township 003N; Range 012W; Section:	Parcel #: 1502130
Township 004N; Range 010W; Section:	Parcel #: 3007217
Township 003N; Range 011W; Section:	Parcel #: 3506090
Township 003N; Range 011W; Section:	Parcel #: 3506092
Township 003N; Range 011W; Section:	Parcel #: 3506095
Township 001N; Range 010W; Section:	Parcel #: 5110718
Township 001N; Range 010W; Section:	Parcel #: 5110719
Township 001N; Range 010W; Section:	Parcel #: 5501633
Township 001N; Range 010W; Section:	Parcel #: 5501710
Township 003N; Range 010W; Section:	Parcel #: 5614803
Township 003N; Range 010W; Section:	Parcel #: 5614804
Township 003N; Range 010W; Section:	Parcel #: 5614805
Township 003N; Range 010W; Section:	Parcel #: 5614863
Township 003N; Range 010W; Section:	Parcel #: 5614864
Township 003N; Range 010W; Section:	Parcel #: 5614865
Township 001N; Range 011W; Section:	Parcel #: 6817644
Township 001N; Range 011W; Section:	Parcel #: 6853973

See attached Exhibit 'A' attached hereto and made a part hereof.

Containing 224.9324 acres and located in the Township of COVENTRY, SUMMIT County, State of Ohio, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof.

This Memorandum of Oil and Gas Lease is being made and filed for the purpose of giving third parties notice of the existence of the Lease described above. The execution, delivery and recordation of this Memorandum of Oil and Gas Lease shall have no effect upon, and is not intended as an amendment of the terms and conditions of the Lease. It is the intent of the Lessor to lease all of Lessor's interest in and to the properties described herein, whether or not the tracts recited herein are properly described, and further it is understood this lease includes all rights owned by the Lessor in the properties described herein.

IN WITNESS WHEREOF this Memorandum of Oil and Gas Lease is executed on the date first above written.

A R Lockhart Development Co.

By: AR Lockhart, President

Document prepared by: Chesapeake Exploration, L.L.C., 6100 N. Western Avenue, Oklahoma City, OK 73118



WENDY CHEATHAM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
March 04, 2015
Recorded in
Summit County

See next page for Acknowledgment.



53754427
Pg: 1 of 5
9/14/2011 09:54A
L5 52.00

John A. Donofrio, Summit Fiscal Officer

CORPORATE ACKNOWLEDGEMENT

STATE OF Ohio)
COUNTY OF Stark) SS:

On this, the 3 day of December, 2011, before me a notary public, the undersigned authority, personally appeared A R Lockhart, who acknowledged himself to be the President of A R Lockhart Development Co., and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as A R Lockhart Development Co., a _____ corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Commission expires: March 4, 2015
Signature/Notary Public: Wendy Christensen
Name/Notary Public (print): Wendy Christensen

Recorder: Return to Chesapeake Exploration, L.L.C., 6100 N. Western Avenue, Oklahoma City, OK 73118

02991 00MT

EXHIBIT "A"

This Exhibit "A" is attached to and made part of that certain Oil and Gas Lease dated 12/22/2018, by and between A.R. Lockhart Development Co. by A.R. Lockhart, President of 399 West Waterloo Road AKRON, OH 44314 as Lessor and Chesapeake Exploration, L.L.C., 6100 N. Western Ave., Oklahoma City, OK 73118, as Lessee, and is made a part of said lease as if incorporated therein.

Property Tax Parcel Identification Number: 5501710

and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

Alfred J. Johnson
William H. Leach Enterprises Inc.
A. R. Lockhart Development Co.
Marie R. Lavender

including lands acquired from A. R. Lockhart, Trustee for Robert William Lockhart, Chad Christopher Lockhart, and Jill Lynn Lockhart, by virtue of deed dated November 13, 2001, and recorded in/at Instrument # 54736538, and described for the purposes of this agreement as containing a total of 60.75 Leasehold acres

Property Tax Parcel Identification Number: 5616863

and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

Kent State University
Prescott Village Condominium
A. R. Lockhart Development Co.
Unknown

including lands acquired from Panahi Farm Estates Phase II Block C, by virtue of deed dated January 7, 1999, and recorded in/at Instrument # 54243646, and described for the purposes of this agreement as containing a total of 57.88 Leasehold acres

Property Tax Parcel Identification Number: 5616864

and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

DDR Ohio Opportunity II LLC
A. R. Lockhart Development Co.
Kent State University
Kent State University

including lands acquired from A. R. Lockhart Development Co., by virtue of deed dated May 18, 1999, and recorded in/at Instrument # 54295440, and described for the purposes of this agreement as containing a total of 28.93 Leasehold acres

Property Tax Parcel Identification Number: 5616865

and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

Ohio Edison Co.
County of Summit
Soweco Products Company
Ohio Edison Co.

including lands acquired from A. R. Lockhart Development Co., by virtue of deed dated May 18, 1999, and recorded in/at Instrument # 54295440, and described for the purposes of this agreement as containing a total of 25.92 Leasehold acres

Property Tax Parcel Identification Number: 5501633

and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

A. R. Lockhart Development Co.
William H. Leach Enterprises Inc.
OAD LLC
Norfolk Southern AC&Y Terminal

including lands acquired from A. R. Lockhart, Trustee for Robert William Lockhart, Chad Christopher Lockhart, and Jill Lynn Lockhart, by virtue of deed dated November 13, 2001, and recorded in/at Instrument # 54736550, and described for the purposes of this agreement as containing a total of 23.68 Leasehold acres

Property Tax Parcel Identification Number: 5616864

and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

Charles D. Miller, Trustee
County of Summit
Ohio Edison Co.
Ohio Edison Co.

including lands acquired from A. R. Lockhart Development Co., by virtue of deed dated May 18, 1999, and recorded in/at Instrument # 54295440, and described for the purposes of this agreement as containing a total of 19.34 Leasehold acres



John A. Danafrio, Summit Fiscal Officer

55754427

Pg: 3 of 5
01/14/2011 09:54A
LS 02.00

Property Tax Parcel Identification Number: 3596090

and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

Unknown
A. R. Lockhart Development Co.
Unknown
Unknown

including lands acquired from Crookside Ridge Development Company, Inc., by virtue of deed dated November 21, 2001, and recorded in/at Instrument # 54784798, and described for the purposes of this agreement as containing a total of 17.76 Leasehold acres

Property Tax Parcel Identification Number: 5110718

and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

Unknown
A. R. Lockhart Development Co.
Metro Parks Serving Summit County
Michael M. Spickard

including lands acquired from Clara Jean Knepp, Executrix of the James R. Knepp Estate, by virtue of deed dated October 3, 2002, and recorded in/at Instrument # 54814496, and described for the purposes of this agreement as containing a total of an undivided 1/2 interest in 14.42 Leasehold acres

including lands acquired from Clara Jean Knepp, a widow who has not remarried, by virtue of deed dated September 27, 2002, and recorded in/at Instrument # 54814497, and described for the purposes of this agreement as containing a total of an undivided 1/2 interest in 14.42 Leasehold acres

Property Tax Parcel Identification Number: 5110719

and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

East Market Church of God Inc.
Unknown
James Knepp
A. R. Lockhart Development Co.

including lands acquired from The University of Akron Foundation, Trustee, by virtue of deed dated February 3, 1998, and recorded in/at Instrument # 54110653, and described for the purposes of this agreement as containing a total of 9.75 Leasehold acres

Property Tax Parcel Identification Number: 5614803

and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

A. R. Lockhart Development Co.
A. R. Lockhart Development Co.
Unknown
A. R. Lockhart Development Co.

including lands acquired from A. R. Lockhart Development Co., by virtue of deed dated May 18, 1999, and recorded in/at Instrument # 54295440, and described for the purposes of this agreement as containing a total of 9.50 Leasehold acres

Property Tax Parcel Identification Number: 1502138

and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

R. B. Stott Inc.
A. R. Lockhart Development Co.
Thomas J. Kramhan
R. B. Stott Inc.

including lands acquired from W.G. Lockhart Realty Co., by virtue of deed dated September 19, 2002, and recorded in/at Instrument # 54959608, and described for the purposes of this agreement as containing a total of 6.00 Leasehold acres

Property Tax Parcel Identification Number: 0817664

and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

FTI Properties I LLC
A. R. Lockhart Development Co.
Benjamin Hirsch
Huecroft Properties Ltd.

including lands acquired from A. R. Lockhart, Trustee for Robert William Lockhart, Chad Christopher Lockhart, and Jill Lynn Lockhart, by virtue of deed dated November 13, 2001, and recorded in/at Instrument # 54736552, and described for the purposes of this agreement as containing a total of 5.70 Leasehold acres



John A. Donofrio, Summit Fiscal Officer

55754427
Pg: 4 of 5
01/14/2011 09:54A
US 52 00

Property Tax Parcel Identification Number: 6853973
and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

FTI Properties I LLC
Unknown
Benjamin Hirsch
A. R. Lockhart Development Co.

including lands acquired from A. R. Lockhart, Trustee for Robert William Lockhart and Chad Christopher Lockhart and Jill Lynn Lockhart, by virtue of deed dated November 13, 2001, and recorded in/at Instrument # 54736561, and described for the purposes of this agreement as containing a total of 3.94 Leasehold acres

Property Tax Parcel Identification Number: 5614906
and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

Unknown
Charles D. Miller, Trustee
A. R. Lockhart Development Co.
A. R. Lockhart Development Co.

including lands acquired from A. R. Lockhart Development Co., by virtue of deed dated May 18, 1999, and recorded in/at Instrument # 54295440, and described for the purposes of this agreement as containing a total of 3.40 Leasehold acres

Property Tax Parcel Identification Number: 3606092
and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

Karam Building Corporation Inc.
Karam Building Corporation Inc.
Karam Building Corporation Inc.
Unknown

including lands acquired from Creekside Ridge Development Company, Inc., by virtue of deed dated November 21, 2002, and recorded in/at Instrument # 54784796, and described for the purposes of this agreement as containing a total of 3.29 Leasehold acres

Property Tax Parcel Identification Number: 3506095
and is bounded formerly or currently as follows:

On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

Karam Building Corporation Inc.
Unknown
Unknown
A. R. Lockhart Development Co.

including lands acquired from Creekside Ridge Development Company, Inc., by virtue of deed dated November 21, 2002, and recorded in/at Instrument # 54784796, and described for the purposes of this agreement as containing a total of 2.42 Leasehold acres

Property Tax Parcel Identification Number: 3007817
and is bounded formerly or currently as follows:

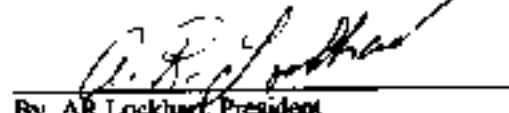
On the North by lands now or formerly of
On the East by lands now or formerly of
On the South by lands now or formerly of
On the West by lands now or formerly of

Unknown
Unknown
Unknown
Unknown

including lands acquired from A. R. Lockhart, by virtue of deed dated August 3, 1999, and recorded in/at Instrument # 54456754, and described for the purposes of this agreement as containing a total of 2.14 Leasehold acres

SIGNED FOR IDENTIFICATION ONLY:

A R Lockhart Development Co.



By: A.R. Lockhart, President



55754427
Pg: 5 of 5
01/14/2011 09:54P
L3 52.00

KRISTEN M. SCALISE, CPA, CFE
Summit County Fiscal Officer
Consideration: \$400,000.00 Fee: \$1,600.00
TRANSFERRED
03/29/2024#38624
By: SB, Deputy Fiscal Officer
in compliance with ORC 319.202

Description approved by Tax Maps
Approval good for 30 days from
B: CP P: 34

56870787
Page 1 of 14
Summit Fiscal Officer KRISTEN M. SCALISE, CPA, CFE
Recording Fee: \$150.00 Recorded 03/29/2024 11:15:54 AM

Prepared by:
Sue-Hyung Shin
InfraUS Wireless I, LLC
P.O. Box 2070
Hamilton, MA 01982
Site: 294178

Record and Return to:
TitleVest Agency, Inc.
Joseph Mangus
110 E. 42nd Street, 10th Floor
New York, NY 10017
File: TOH917988

APN: 1502137

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the **14th** day of March, 2024 ("Effective Date"), by and between Lockhart Development Co., an Ohio corporation (f/k/a A.R. Lockhart Development Co.), whose address is 800 W. Waterloo Road, Akron, Ohio 44314 ("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 property (the "Property") located in the Township of Copley, and County of Summit, in the State of Ohio, having a street address of 2101 S Cleveland Massillon Road, Akron, Ohio 44321 and which Property is more particularly described on Exhibit A attached hereto.

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. Grant of Easement

(a) Site Owner grants, bargains, sells, transfers and conveys to Unison:

(i) an exclusive easement in, to, under and over the portion of the Property substantially as shown and/or described on Exhibit B-1 ("Communication Easement") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation, and removal of towers, antennas, buildings, fences, gates, generators, and related facilities (collectively, "Facilities") and any activities and uses related to digital and network infrastructure, including those necessary for Unison to comply with its obligations under the agreements listed on Exhibit C

("Existing Agreements") together with the right to enter the Property and access the Easements described below, without notice to Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and

(ii) a non-exclusive easement in, to, under, and over portions of the Property substantially as shown and/or described on Exhibit B-2 ("Access and Utility Easements," Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance, and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to Unison, as of the Effective Date, all of its right, title, and interest in, to, and under the Existing Agreements, including without limitation, all rents, security deposits, and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Unison of all rents and other monies due to Site Owner pursuant to the Existing Agreements. Unison assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities accrue on or after the Effective Date and are not the responsibility of the Site Owner pursuant to the terms of this Agreement.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, Unison shall have the right to lease, license, transfer, or assign, in whole or in part, or permit the use of the Easements and its rights under this Agreement to any third parties, including communication service providers, tower operators, lessees and licensees under the Existing Agreements, and the affiliates, agents, contractors, invitees, and employees of Unison and its lessees and licensees (collectively, "Customers").

4. Term. This Agreement and the Easements shall be for a perpetual term commencing on the Effective Date. Notwithstanding the foregoing, in the event Unison and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation, or Act of God), the Easements shall be deemed surrendered. Unison may surrender the Easements for any reason or at any time by giving thirty (30) days' notice to Site Owner. Upon surrender, this Agreement shall be terminated, and Unison and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner.

5. Improvements; Utilities. Unison and its Customers, may, at their discretion and expense, construct such improvements in, to, under, and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Unison and its Customers, as applicable, and Site Owner shall possess no right, title, or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Unison and to act reasonably and in good faith in granting Unison the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon Unison's request, execute and record a separate written easement with Unison or the utility company to reflect such right. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents, and approvals which may be required in connection with the use of the Easements by Unison and as necessary to comply with applicable laws, statutes, and regulations.

6. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Unison to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes, and all other fees and assessments, regardless of the taxing method (the "Taxes") attributable to the Property, this Agreement, and the Easements. Without limiting the foregoing, except to the extent Taxes are the obligation of tenants under the

Existing Agreements, Site Owner shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from Unison, Site Owner shall furnish to Unison a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Unison shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Unison for the full amount of such Taxes paid by Unison on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Unison.

7. Property Maintenance and Access. Except to the extent maintenance is the obligation of any tenants under any Existing Agreements, Site Owner shall be solely responsible for the maintenance of the Property. Unison shall use commercially reasonable efforts to enforce the maintenance provisions under the Existing Agreements and shall include and enforce substantially similar maintenance provisions in any agreements with new Customers. Site Owner agrees to provide Unison and its Customers access to and from the Easements consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

8. Representations, Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power, and authority to enter into this Agreement and to grant the Easements to Unison, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust, or other encumbrances affect the Property as of the Effective Date; (c) Site Owner will comply with all governmental laws, rules, and regulations applicable to the Property; (d) Site Owner has delivered to Unison true, correct, and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) Site Owner has no past or current claims for utilities, taxes, or other charges against tenants under the Existing Agreements; (g) Site Owner hereby waives all claims against said tenants and Unison for reimbursement of any future charges or expenses paid by Site Owner on behalf of Unison or said tenants unless Site Owner forwards evidence of the charge or expense and payment thereof for reimbursement within three (3) months of the date incurred; (h) as of the Effective Date, Site Owner shall not, without the prior written consent of Unison, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to Unison under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (i) notwithstanding anything to the contrary in this Agreement, Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership, and operation of the Property; and (j) Site Owner shall not use nor permit its affiliates, licensees, invitees, or agents to use any portion of the Property either directly, indirectly, or by action or inaction, in a manner which could result in default of the Existing Agreements or otherwise interfere with the operations of Unison or any Customers.

9. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under, or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state, or local law or regulation. Neither Site Owner nor Unison will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and Unison shall each defend, indemnify, protect, and hold the other party harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use, or disposal of any Substance on, under, or about the Property caused by the acts, omissions, or negligence of the indemnifying party and their respective agents, contractors, and employees. The foregoing indemnity shall survive any termination of this Agreement.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and Unison shall each indemnify, defend, and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty, or covenant of such indemnifying party set forth herein; and (b) out of the use or occupancy of the Property and Easements by the

indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

11. Assignment, Secured Parties. Unison has the unrestricted right to assign, mortgage, or grant a security interest in all of Unison's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees, or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Unison and Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Unison and give Secured Parties the same right to cure any default. If a termination, disaffirmation, or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Unison's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Unison accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

13. Additional Customers. It is the intent of the Parties to encourage the addition of Customers to the Communication Easement throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact with full power of substitution and resubstitution to negotiate and consummate leases, licenses, and other agreements of use with Customers having a duration beyond the term of this Agreement. Site Owner ratifies and acknowledges the right of Unison to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Unison's Customers on behalf of itself or on behalf of any third party. Unison shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify Unison with a copy of the offer including the price and terms thereof and Unison shall notify Site Owner of its exercise of its right of first refusal within thirty (30) days after its receipt of said notice. The foregoing is a continuing right in favor of Unison and shall not be extinguished by Unison's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Unison in writing of such grant or transfer, with the name and address of the purchaser.

14. Condemnation. In the event of any condemnation of the Easements in whole or in part, Unison shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Easements so taken, business dislocation expenses, and any other award or compensation to which Unison may be legally entitled. Site Owner hereby assigns to Unison any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Unison.

15. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs, and assigns as their interests may appear.

16. Dispute Resolution.

(a) If Unison fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Unison and any Secured Parties, provided Unison has given Site Owner notice and contact information of Secured Parties, in writing of any default by Unison, and to give Unison and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Unison's receipt of the written default notice. If Unison or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner and Unison's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Unison or its Customers, Unison shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 16(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (i) upon a party's written notice of dispute to the other party, authorized representatives of the Site Owner and Unison shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days, and (ii) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. Each party shall pay one-half of all arbitrator professional fees and the prevailing party, in any proceedings under this Section 16, shall be entitled to recover all costs incurred in connection therewith, including reasonable legal fees.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth herein, with required copy to Unison to 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.

18. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Unison with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Unison, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Unison for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) 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 PAGES FOLLOW]

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

"SITE OWNER":

LOCKHART DEVELOPMENT CO., an Ohio corporation

By: Christine L. Gashash
 Name: Christine L. Gashash
 Title: vice president

STATE OF OHIO
 COUNTY OF Summit } ss:



SHEENA C. LOCKHART
 Notary Public, State of Ohio
 My Commission Expires:
 April 30, 2028

On this 12th day of March, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Christine L. Gashash to me personally known, who, being by me duly sworn, did say that he is the vice president of said corporation; that no seal has been procured by the said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said vice president, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by his voluntarily executed.

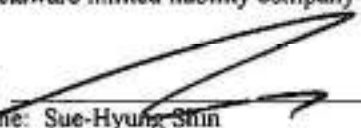
This is an acknowledgment. No oath or affirmation was administered.

Sheena C. Lockhart
 Notary Public in and for the State of Ohio

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

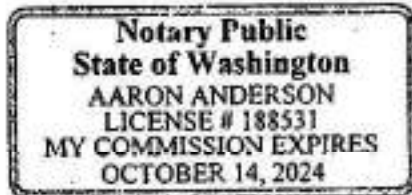
"UNISON";

INFRAUS WIRELESS I, LLC,
a Delaware limited liability company

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

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 12 day of March, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sue-Hyung Shin, to me personally known, who being by me duly sworn did say that he is the Managing Director of said InfraUS Wireless I, LLC; that no seal has been procured by the said limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its Manager and/or Members, and the said Managing Director acknowledged the execution of said instrument to be the free act and deed of said limited liability company, by it and by him voluntarily executed.




Notary Public in and for said County and State

Printed Name Aaron Anderson

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The Land referred to herein below is situated in the Township of Copley, County of Summit, State of Ohio, and is described as follows:

PARCEL 1:

TRACT 1:

Situated in the Township of Copley, County of Summit and State of Ohio, and known as being a part of Lot No. 38 in said township and more fully described as follows: to-wit:

Beginning at a marked stone on the North line of said Lot No. 38, said beginning point being North 88° 02' 30" West, 660.00 feet as measured along said lot line from an iron pipe at the Northeast corner of said Lot No. 38 and;

Thence along a line which is parallel to the East line of said lot and also along the West line of a 10.0 acre parcel of land as described as Parcel No. 1 in a deed to Andrew W. Gang & Elizabeth Gang as recorded in Deed Vol. 2052, Page 10 and said line extended Northerly, South 1° 37' 00" West, 1210.27 feet to an iron pipe at the Southwest corner of said 10.0 acre parcel;

Thence along the North lines of lands now or formerly owned by J.D. Kendall and C. & B. Chitt, North 88° 53' 30" West, 850.0 feet to an iron pipe;

Thence along a line which is parallel to the East line of said Lot No. 38, North 1° 37' 00" East, 1222.88 feet to an iron pipe on the North line of said lot;

Thence along said lot line, South 88° 02' 30" East, 850.0 feet to the place of beginning and containing 23.739 acres of land as surveyed in January, 1947, by Gehres & Kingsley, Surveyors, be the same more or less.

TRACT 2:

Situated in the Township of Copley, County of Summit and State of Ohio, and known as being a part of Lot No. 38 in said township and more fully described as follows: to-wit:

Beginning at an iron pipe on the North line of said Lot No. 38, said beginning point being North 88° 02' 30" West, 1510.0 feet as measured along said lot line from an iron pipe at the Northeast corner of said Lot No. 38 and;

Thence along a line which is parallel to the East line of said lot, South 1° 37' 00" West, 1222.88 feet to an iron pipe on the North line of a tract of land now or formerly owned by Clarence Chitty & Bessie Chitty as recorded in Deed Vol. 2323, Page 393;

Thence along said line, North 88° 53' 30" West, 213.44 feet to an iron pipe;

Thence along a line which is parallel to the East line of said Lot No. 38, North 1° 37' 00" East, 1226.04 feet to an iron pipe on the North line of said Lot No. 38;

Thence along said lot line, South 88° 02' 30" East, 213.44 feet to the place of beginning and containing 6.00 acres of land as surveyed in January, 1947, by Gehres & Kingsley, Surveyors, be the same more or less.

PARCEL 2:

INTENTIONALLY DELETED

PARCEL 3:

INTENTIONALLY DELETED

PARCEL 4:

INTENTIONALLY DELETED

PARCEL 5:

Subject to and benefitted by an easement and right to use for storage of equipment and materials, for erection and maintenance of necessary buildings, for dumping or storing waste or other materials, and to do any other things or to use for any other purposes incidental thereto which may be necessary or advisable to the Grantee, its successors or assigns the following described premises:

Situated in the Township of Copley, County of Summit and State of Ohio and known as being a part of Lot No. 38 in said township and more fully described as follows, to-wit:

Commencing at an iron pipe at the northeast corner of said Lot No. 38 and thence along the north line of said lot, N. 88 deg. 02' 30" West, 1723.44 feet to an iron pipe thence along a line which is parallel to the east line of said lot, South 1 deg. 37' 00" W, 626.04 feet to an iron pipe at the true place of beginning of land to be herein described;

thence continuing along the last mentioned course, South 1 deg. 37' 00" West, 600.0 feet to an iron pipe on the south line of grantors' land;

thence along said grantors' south line, North 88 deg. 53' 30" West, 260.0 feet to an iron pipe;

thence North 1 deg. 37' 00" East, 600.0 feet to an iron pipe;

thence South 88 deg. 53' 30" East 260.0 feet to the place of beginning and containing 3.58 acres of land as surveyed in January 1947 by Gehres & Kingsley, surveyors.

PARCEL 6:

Subject to and benefitted by an easement and right-of-way for ingress and egress over a fifty foot strip of land along the south line of Grantors land, said strip of land being described as follows:

Situated in the Township of Copley, County of Summit and State of Ohio and known as being a part of Lot No. 38 in said township and more fully described as follows, to-wit:

Commencing at an iron pipe at the northeast corner of said Lot No. 38 and thence along the north line of said lot, North 88 deg. 02' 30" West, 1723.44 feet to an iron pipe;

thence along a line which is parallel to the east line of said lot, South 1 deg. 37' 00" West, 1226.04 feet to an iron pipe on the south line of grantors' land and the true place of beginning of land to be herein described,

thence along the south line of said grantors' land, North 88 deg. 53' 30" West, 1972.64 feet to the center of the Cleveland-Massillon Road;

thence along said road center, North 25 deg. 50' West, 56.09 feet;

thence along a line which is parallel to and 50 feet north of said grantors' south line, South 88 deg. 53' 30" East, 1998.49 feet;

thence South 1 deg. 37' 00" West, 50.0 feet to the place of beginning as surveyed in January 1947 by Gehres & Kingsley, surveyors.

PARCEL 7:

Subject to and benefited by an easement for ingress and egress primarily for necessary machinery and equipment over a strip of land twenty-five feet in width extending from a point on the north line of Lot No. 38 in Copley Township and running southerly and southwesterly to the south line of Grantors' land, the center line of said twenty-five foot easement being described as follows:

Situated in the Township of Copley, County of Summit, and State of Ohio and known as being a part of Lot No. 38 in said township and more fully described as follows, to-wit:

Commencing at an iron pipe at the northeast corner of said Lot No. 38 and thence along the north line of said lot, North 88 deg. 02' 30" West, 1735.94 feet to the true beginning point of this description;

thence along a line which is parallel to and 12.50 feet west of the west line of a 6.00 acre parcel herein before mentioned, south 1 deg. 37' West, 315.65 feet;

thence southwesterly the eight following courses and distances to-wit:

(1) S. 26 deg. 08' West, 254.16 feet;

(2) S. 87 deg. 06' 30" West, 190.0 feet;

(3) S. 41 deg. 06' 30" West, 85.00 feet;

(4) South 5 deg. 06' 30" West, 154.80 feet;

(5) South 38 deg. 06' 30" West, 145.0 feet;

(6) South 16 deg. 06' 30" West 144.80 feet;

(7) South 33 deg. 06' 30" West, 80.0 feet and

(8) South 1 deg. 06' 30" West, 124.30 feet to an iron pipe on grantors' south line (said iron pipe being North 88 deg. 53' 30" West, 533.84 feet as measured along said grantors' south line from an iron pipe at the southwest corner of said 6.00 acre parcel) as surveyed February 13, 1947 by Gehres & Kingsley, Surveyors.

EXHIBIT B-1**COMMUNICATION EASEMENT**

The portion of the Property leased by Site Owner under the Existing Agreements or on which any Facilities exist on the date of this Agreement, and the portion of the Property described as follows:

Approximately 2 acres of ground space described as follows:

Situated in the Township of Copley, County of Summit, and State of Ohio and known as being part of Lot No. 38 in said Township and more fully described as follows:

Beginning at the northeasterly corner of said Lot No. 38, thence N 88° 02' 30" W along the northerly line of said Lot No. 38, 660.00 feet to an iron pipe at the northeasterly corner of a parcel conveyed to W. G. Lockhart Realty Company as recorded in Volume 5079, page 431, of the Summit County Record of Deeds; thence S 91° 37' 00" W, along the easterly line of said W. G. Lockhart Company parcel, 455.51 feet to a point; thence S 89° 50' 00" W, 389.74 feet to the true place of beginning;

Thence S 00° 10' 00" E, 295.16 feet to a point;

Thence S 89° 50' 00" W, 295.16 feet to a point;

Thence N 00° 10' 00" W, 295.16 feet to a point;

Thence N 89° 50' 00" E, 295.16 feet to the true place of beginning and containing 2.0000 acres of land as determined by Charles J. Mesemore, in May, 1990, but subject to all legal roads, highways and easements of record.

Together with right of way easements for guy wires and anchor points which shall extend from the guyed tower located at the Property.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property provided by Site Owner under the Existing Agreements for access and utilities, including the following:

All rights of ingress and egress across the Property to and from the Communication Easement providing access to a publicly dedicated roadway, including but not limited to S Cleveland Massillon Rd, along with the right to use said ingress/egress easement for the development, repair, maintenance, and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to Unison, as of the effective date herein, all of its right, title, and interest in, to, and under any existing wireless lease or license agreements, and any amendments, modifications, and assignments thereof, affecting any portion of the Property, including, without limitation, the following:

That certain Land Lease dated December 18, 1980, by and between W. G. Lockhart Realty Company, an Ohio corporation (as predecessor-in-interest to Lockhart Development Co. (f/k/a A.R. Lockhart Development Co.), an Ohio corporation), as lessor, and Northeastern Educational Television of Ohio, Inc., as lessee, as amended by that certain Lease Amendment dated January 3, 1986 and that certain Land Lease Amendment dated May 1, 1990.

Site Owner hereby authorizes Unison to replace this Exhibit C if information becomes available to more accurately describe the agreement(s) listed above, and upon delivery to Site Owner, such revised Exhibit C shall be deemed to be the final agreement between the Parties with respect to this Exhibit.

EXHIBIT D

TITLE ENCUMBRANCES

None