

IRREVOCABLE OFFER TO PURCHASE FOR REAL ESTATE ASSETS – (the “Contract”)

Agents of the Seller:

Tranzon Asset Advisors of Ohio, Inc. (the “Agent”)

All notices to be sent to: 1108-A North Dixie Highway, Elizabethtown, KY 42701, Phone: (270) 769-0284

This is a legally binding Contract to purchase real estate, if any party does not understand any portion of this Contract, please contact competent legal counsel.

1. The undersigned Buyer, through the Agent, hereby offers to purchase from the Seller, Platinum Path, LLC (the “Seller”), the following described real property along with all improvements, attachments and appurtenances; subject to those exceptions set forth within the attached title commitment(s).

_____ (the “Buyer”), offers for the Property the following amount in United States funds

High Bid Price: \$ _____

+ 10% Buyer’s Premium: \$ _____ (the “Premium”)

=Total Sale Price: \$ _____ (the “Total Sale Price”)

Total Deposit Due (10% of Total Sale Price): \$ _____ (the “Deposit”)

Less Initial Deposit \$ _____

Net Deposit Due with this Contract: \$ _____

The Total Sale Price less credit for non-refundable deposits shall be paid in full with cash (certified funds or wire transfer) at or prior to settlement/closing date referenced in Section 6 of this Contract. The Buyer hereinafter tenders to Northwest Title Agency Co. (the “Designated Escrow Agent”) the sum of \$ _____ with this Contract (for a total of ten-percent (10%) of Total Sale Price) which in its entirety will be the good faith escrow deposit. The disposition of the Deposit is referenced in Section 8 of this Contract.

The Property of: Platinum Path, LLC

Address of Property: E. Bluelick Road, Lima, OH 45801

*See survey attached as “Exhibit A”

Tract/Lot Number(s) Per Record Plat:

Collectively (the “Property”)

The balance of the Total Sale Price shall be paid by the Buyer in the following manner: Buyer shall tender to Northwest Title Agency Co. (the “Designated Closing Agent”) the balance of the Total Sale Price in cash, or equivalent, at or prior to closing. Seller will convey title to the Buyer by Limited Warranty Deed subject to the exceptions set forth within the attached title commitment(s). If Seller is unable to furnish marketable title, as described herein, on the date set for closing, the Buyer agrees that the Seller shall be given ninety (90) additional days from the contractual closing deadline listed in Section 6 of this Contract to cure any defects. If Seller fails to deliver marketable title, as provided herein within the ninety (90) day timeframe outlined above, Buyer, as its sole remedy, may terminate this Contract and the Deposit shall be returned to Buyer. The sale is subject to applicable zoning or use regulations imposed by any local or state authority, but approval for use, development or subdivision is not a condition or contingency of closing.

2. Title Insurance: At close of escrow or contract settlement the Buyer may elect to purchase, at its expense, title insurance covering the title and transfer of the Property.

Initials; _____; _____; _____

3. Inspection by Buyer, Condition of Property and Release of Liability: The Buyer acknowledges and agrees that, the Property is being conveyed by Seller in “AS IS and WHERE IS” condition, that Buyer is fully familiar with the condition of the Property, and the Buyer is buying the Property based solely on Buyer’s knowledge and research of the Property and not in reliance on any representation made by Seller, Agent or employee of the Seller. The Seller will not be providing any Property disclosures to the Buyer. Seller expressly disclaims any representations or warranties of any kind regarding the Property except as expressly set forth herein, including, without limitation, any representations or warranties regarding the physical condition, conformity of zoning or uses and/or any environmental compliance of the Property. Buyer releases, fully and unconditionally, the Seller and Agent from any and all liability relating to any defect or deficiency affecting said real estate; this and all other releases in this Contract shall survive the closing of this transaction, indefinitely. The Buyer has made all inspections of the Property and agrees to purchase the Property “AS IS and WHERE IS”, without reservation. **The Seller and Agent grant no warranties of any kind, either expressed or implied with respect to the condition, merchantability, standards or suitability of the Property for the Buyer.**

Further defined for the benefit of the Buyer; the Seller and Agent make no warranty to the environmental condition of said Property, and by signing this Contract, the Buyer fully and unconditionally releases the Seller, Agent, their employees, associates and independent contractors from any and all liability regarding environmental condition. **Property is sold to Buyer by survey attached to this Contract as Exhibit A. The Buyer acknowledges that a new survey has been conducted for the benefit of this sale.** Should the Buyer elect to have a survey conducted prior to or after close of escrow which reveals a discrepancy between the information provided by the Seller or Agent, there will be no price or terms adjustments by the Seller. If the Buyer elects to have their own survey conducted, those expenses are solely the responsibility of the Buyer and shall in no way absolve the Buyer from their share of the per-acre Survey Cost as outlined in Section 7. The Buyer is accepting the Property in its “AS IS and WHERE IS” condition, which is directly applicable to a survey or boundary measurement of the Property and/or improvements.

The materials, data or other information provided to Buyer with respect to the Property, including, without limitation, any information supplied by the Agent is provided only for Buyer’s convenience in making its own examination and determination with respect to the Property and, in so doing, the Buyer has relied exclusively on its own independent investigation and evaluation of every aspect of the Property prior to making an offer or bid, and not on any material or information supplied by Seller or its Agent. Buyer expressly disclaims any intent to rely on any such materials or information provided to it by Seller or Agent in connection with its inspection and review of the Property and agrees that it shall rely solely on its own independently developed or verified information.

4. Agency Representation: All parties acknowledge that Tranzon Asset Advisors of Ohio, Inc. solely represents the interests of the Seller in this transaction as Agent of the Seller. Nothing contained within this Contract, oral statements, sale memoranda, advertising or information packages will be construed to interpret the status of the Agent as any form other than Agent of the Seller. Any other agent or broker that may represent the Buyer, by written agreement, and be involved in the transaction, shall solely be responsible for providing all legally necessary agency disclosures to their client(s) and Tranzon Asset Advisors of Ohio, Inc. Attached to this Contract are the legally required Ohio Agency Disclosure documents that will be signed by each party to this transaction and acknowledged by the broker of record.

5. Time is of the Essence: Notice is hereby given that the timelines noted in this Contract must be strictly adhered to in order to avoid a default. In the event the Buyer fails to perform according to the terms of this Contract, the Deposit will be considered forfeited as liquidated damages, not as a penalty, without delay or need for further agreement or release and applied against Seller’s damages without affecting any of the Seller’s further remedies it may have at law or in equity. The Designated Escrow Agent enters this Contract for the sole purpose of acknowledging its obligation of collecting and holding the Deposit and will abide by the terms and conditions of this Contract should a default or dispute arise in regards to this Contract.

BUYER ACKNOWLEDGES THAT THIS CONTRACT IS FOR CASH AND IS NOT CONTINGENT UPON FINANCING OR OTHER APPROVALS; THE BUYER WILL FORFEIT ITS DEPOSIT UPON DEFAULT OF THIS CONTRACT, AND MAY INCUR OTHER SANCTIONS ALLOWED BY LAW OR EQUITY.

6. Closing and Possession: Closing shall occur on or before April 25, 2019. The Seller will pay for deed preparation, their prorated share of taxes, pre-auction title search, their portion of the Survey Cost as described in Section 7 below, and their own attorney fees, if any. The Buyer shall pay all other costs of closing and transfer. Possession shall be given to Buyer at closing.

Initials; _____; _____; _____

7. Payment of Real Estate Taxes, Leases, Owner Association Fees or Dues: All real estate taxes for the year in which the Property is sold shall be prorated to the date of closing, as is standard and common practice to the area in which the Property is located. All delinquent real estate taxes, if any, shall be paid by the Seller from the first proceeds of closing.

Additionally, the Seller has procured the services of Peterman Associates, Inc. for the purpose of obtaining a survey of the Property prior to the auction sale, which is attached as Exhibit A to this Contract. The total cost to obtain this survey is \$ _____ (the "Survey Cost"). The Survey Cost shall be divided equally between Buyer and Seller, at closing, per the following terms: The Buyer hereby acknowledges and agrees to pay for one-half (1/2) of the Survey Cost, which shall be prorated at a rate of \$ _____ per acre purchased. The Seller hereby acknowledges and agrees to pay for one-half (1/2) of the Survey Cost, which shall be prorated at a rate of \$ _____ per acre sold.

Per the terms of the Easement and Assignment Agreement entered into by Platinum Path, LLC and American Towers, LLC effective December 4, 2014, hereby attached as Exhibit C, for the assignment of all rights to the ground lease and easements to the cell tower and leased premises, the Seller hereby discloses that the Buyer shall be responsible for payment of, when due, all real property, personal property, and other taxes, fees and assessments, as they are attributable to the Property, per the terms of the Easement and Assignment Agreement. The Buyer shall be reimbursed per the terms of the Easement and Assignment Agreement.

In order to fulfill the obligations of the Seller to notify the Buyer of the existence of the billboard ground lease between the Seller and The Lamar Companies, said lease is hereby attached to this Contract as Exhibit D. Buyer hereby acknowledges the existence of and agrees to accept assignment of said billboard ground lease at closing.

Presently, the Property is registered as a part of the Current Agricultural Use Value (CAUV) program with the State of Ohio. If the Buyer elects, at any point in time, to remove the Property from the CAUV program, Buyer hereby agrees and accepts all responsibility for any recoupment fees or assessments that may result from Buyer's decision to do so.

8. Non-Refundable Deposit: Buyer has tendered to the Designated Escrow Agent immediately available funds in accordance with Ohio's Good Funds legislation in the amount of \$ _____ as evidence of earnest money binding this Contract. The Deposit must be equal to ten-percent (10%) of the Total Sale Price. The Deposit will be held in the escrow/trust account of the Designated Escrow Agent. All deposits are to be placed in a financial institution with FDIC insured accounts.

9. Seller Default: In the event that the Seller defaults hereunder, Buyer shall solely be entitled to a return of the Deposit. The Buyer shall not be entitled to seek damages, penalties or specific performance from the Seller.

10. Effective Date: The effective date of this Contract is agreed to be the date on which the last of the parties accepts and enters into this Contract.

11. Electronic Transmission: Any copy of this Contract, either by facsimile or duplicated via any electronic means and delivered to either party, shall have the same force and effect of the original document.

12. Counterparts: This Contract may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute the same instrument.

13. Assignment of Contract: This Contract is assignable by the Buyer with written notice to the Seller, its counsel, and Agent. The assignee and assignor shall be fully bound to the terms contained herein until escrow is closed.

14. Irrevocable Offer: This offer will remain valid, irrevocable and available for the Seller's acceptance for seven (7) business days after delivery of the offer to the Seller, its counsel, or Agent.

15. Risk of Loss: All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.

16. Fair Housing and Non-Discrimination: All parties acknowledge that this sale and transaction has been conducted without regard to race, color, national origin, religion, sex, familial status or disability.

Initials; _____; _____; _____

17. Venue and Procedure for Dispute Settlement: Venue for settlement of disputes will be deemed to be in the courts sitting in Allen County, Ohio. All parties hereby waive their right to trial by jury and agree to submit to a bench trial for the resolution of any dispute. The Buyer and Seller further agree that whichever party prevails in the legal action shall have the right to collect all costs, fees and expenses, including, but not limited to, reasonable legal fees for enforcement or defense of its rights under this Contract. The Buyer and Seller further indemnify and release the Agent from any and all liability related to this transaction and sale.

18. Prohibition to Recordation of Contract: The parties agree they will not present for filing to any recorder or county clerk's office this Contract, and further, all parties are prohibited and disabled from any recordation.

19. Auction Signage Removal: Upon closing and transfer of title to Buyer, the Buyer hereby accepts responsibility for the removal of all signage placed on the Property for the purpose of promoting the auction sale.

20. Survivorship of Agreement: This Contract, amendments, attachments and codicils shall be binding on all parties, their heirs, administrators, assigns and trustees that may be assigned by any court of adequate jurisdiction and/or by previous agreement, corporate resolution and/or the binding will or estate instructions, as applicable.

The undersigned Buyer and Seller agree they have read the entire contents of this Contract, they agree that all terms of this transaction are contained in this Contract and acknowledge receipt of a copy of it. This offer will remain valid, irrevocable and available for the Seller's acceptance. This is a legally binding contract; if you do not understand this Contract, consult qualified legal counsel.

Receipt and Acknowledgement of the Contract by the Buyer

*Buyer's Signature: X _____ Date: _____ Time: _____

Buyer's Printed Name: _____ Title: _____

*Buyer's Signature: X _____ Date: _____ Time: _____

Buyer's Printed Name: _____ Title: _____

Company Name: _____

*Type of Ownership: (please check only one)

- _____ CORPORATION organized under the laws of the State of _____
- _____ GENERAL PARTNERSHIP organized under the laws of the State of _____
- _____ LIMITED PARTNERSHIP organized under the laws of the State of _____
- _____ LIMITED LIABILITY COMPANY organized under the laws of the State of _____
- _____ INDIVIDUAL(s) resident of the State(s) of _____
- _____ OTHER (indicate type of entity and state of organization: _____)

*Buyer's Address: _____

*Telephone: _____, Fax: _____, Mobile: _____

*Email Address: _____

Initials; _____; _____; _____

Acceptance of the Contract by the Seller

The undersigned Seller agrees to accept the Buyer's offer for the Property, if this sale is conditioned upon final approval of a Court of adequate jurisdiction then the Seller's acceptance is not final until an Order of the Court approves the sale.

SELLER: PLATINUM PATH, LLC

BY: _____ Date: _____ Time: _____

Name: Troy Burkholder Title: Managing Member

Acceptance of Good Faith Deposit by Escrow Agent

The Designated Escrow Agent agrees that by accepting the Buyer's non-refundable Deposit per the terms of this Contract that it agrees it will abide by all the terms and conditions affecting the Deposit and disposition of same including default by either Buyer or Seller.

BY: _____ Date: _____ Time: _____

Name: _____ Title: _____

Designated Closing Agent/Escrow Agent

Northwest Title Agency Co.
101 N. Elizabeth St., 6th Floor
Lima, OH 45801
Contact: Christine K. DuBois
Phone: (419) 222-1122
Email: cdubois@corylpa.com

SAMPLE

“Tranzon Asset Advisors of Ohio, Inc. is a member company of Tranzon, LLC and is independently owned and operated; Tranzon Asset Advisors of Ohio, Inc. is solely responsible for the conduct and operations of this sale.”

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Initials; _____; _____; _____



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: _____

Buyer(s): _____

Seller(s): _____

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____ AGENT(S) and _____ BROKERAGE.

The seller will be represented by _____ AGENT(S), and _____ BROKERAGE.

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

BUYER/TENANT _____ DATE _____

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100





**It Is Illegal To Discriminate Against Any Person
Because of Race, Color, Religion, Sex, Ancestry,
Disability, Familial Status, Or National Origin**

- In the sale or rental of housing or residential lots
- In advertising the sale or rental of housing
- In the financing of housing
- In the provision of real estate brokerage services

Blockbusting is also illegal

The Broker and Sales Associates are licensed by the Division of Real Estate, Ohio Department of Commerce. The division may be contacted for inquiries and complaints and for information on the Real Estate Recovery Special Account (Section 4735.12 of the Revised Code) as a source of satisfaction for unsatisfied civil judgments against a licensee.

**Ohio Department Of Commerce
Division Of Real Estate &
Professional Licensing**

77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100

615 W. Superior Avenue, 12th Floor
Cleveland, OH 44113-1801
(216) 787-3100

www.com.state.oh.us/real

PROVIDED BY THE OHIO REAL ESTATE COMMISSION



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Ohio Department of Commerce

Division of Real Estate & Professional Licensing

77 South High Street • 20th Floor
Columbus, OH 43215-6133
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Bob Taft
Governor

Doug White
Director

Fair Housing Statement – For all Agency Agreements

Revised Code 4735.55

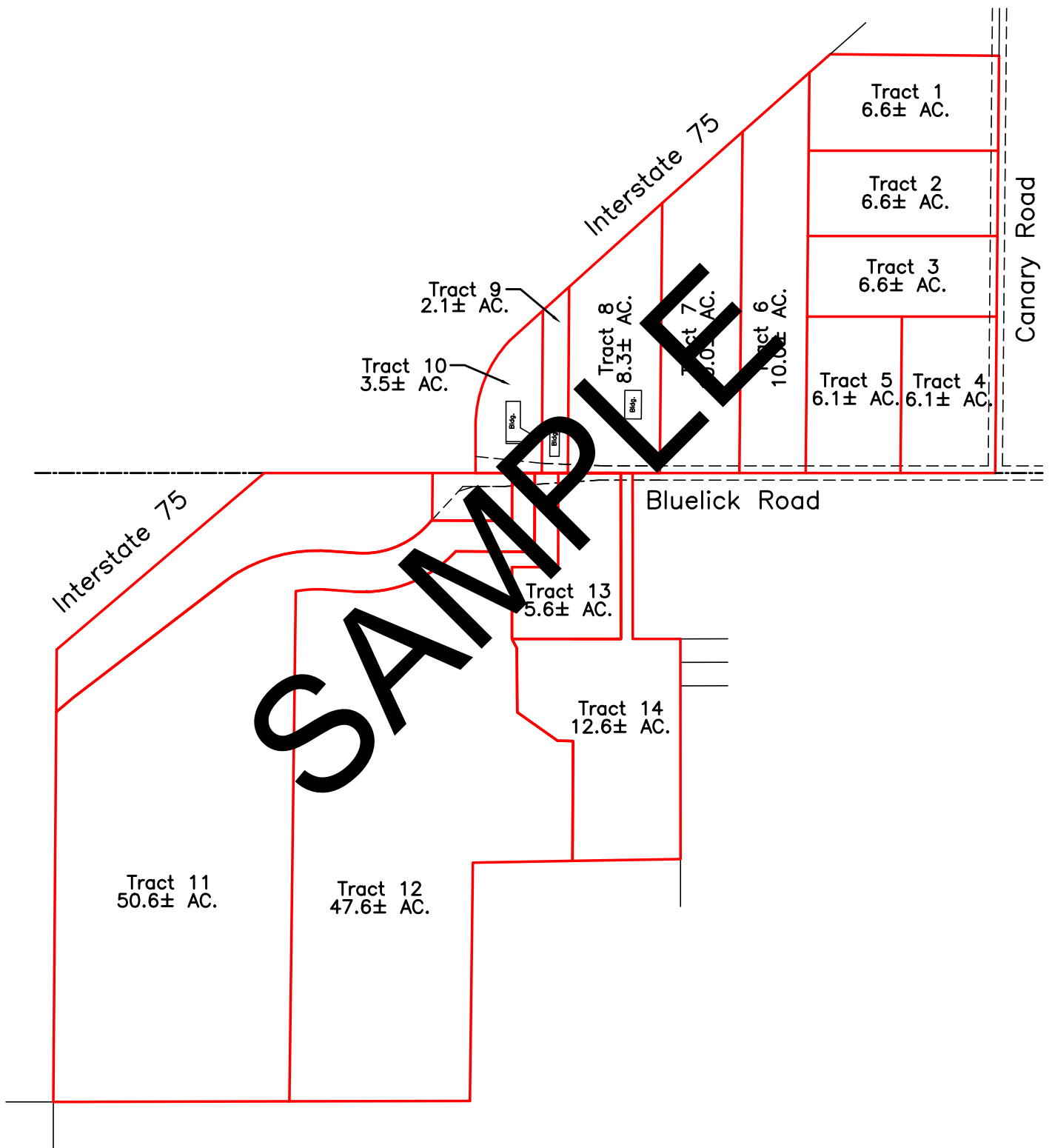
It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

SAMPLE

SAMPLE

EXHIBIT A
(SURVEY)



SAMPLE

EXHIBIT B
(TITLE COMMITMENT)

ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE:



IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT. THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE,

INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED. THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but this does not modify or limit the extent that the right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

5. **LIMITATIONS OF LIABILITY** (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to: (i) comply with the Schedule B, Part I—Requirements; (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or (iii) acquire the Title or create the Mortgage covered by this Commitment. (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing. (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured. (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount. (e) The Company shall not be liable for the content of the Transaction Identification Data, if any. (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company. (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. **PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. **ARBITRATION**


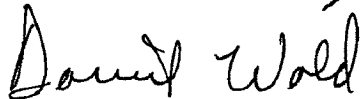
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

SAMPLE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



NORTHWEST TITLE AGENCY COMPANY *David Wold*

By  *Matt A. Bisbey* **President**
Attest  *David Wold* **Secretary**

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
Schedule A
Commitment

File Number: 2019017

1. Effective Date: January 18, 2019 at 07:30 AM

2. The policy or policies to be issued are: Amount

(a) Owner's Policy: ALTA Own. Policy (10/17/92)
Proposed Insured:
TO BE DETERMINED

(b) Loan Policy: ALTA Loan Policy (10/17/92)
Proposed Insured:
TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in: LATINUM PATH, LLC
SOT: OR 2012, PAGE 3316 - 03/13/2012.

5. The land referred to in this Commitment is described as follows:
See Exhibit A - Legal Description attached hereto.

SAMPLE

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
Schedule B - Section I
Commitment

REQUIREMENTS

File Number: 2019017

Effective Date: January 18, 2019

The following are the requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

Execution and recordation without intervening rights of a Warranty Deed by PLATINUM PATH, LLC, an Ohio limited liability company to PURCHASER TO BE DETERMINED conveying the property described in Schedule "A" hereof.

Execution and recordation without intervening rights of a Mortgage by PURCHASER TO BE DETERMINED to the LENDER OF CHOICE, IF ANY, encumbering the property described in Schedule "A" hereof.

3. Approval of the County Auditor/Engineer of the legal description prior to deed transfer.
4. Execution and Receipt of an Owner's Affidavit acceptable to the Company if standard exceptions are to be deleted from the policy or policies to be issued.
5. Resolution of Seller approving the transaction and stating who is authorized to sign documents on behalf of Seller for the closing.
6. Certificate of Good Standing from Seller.

SAMPLE

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AMERICAN
LAND TITLE
ASSOCIATION





OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
Schedule B - Section II
Commitment

EXCEPTIONS

File Number: 2019017

Effective Date: January 18, 2019

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the land by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Subject to any oil and/or gas lease, pipeline agreement or other instrument related to the production or sale of oil or natural gas which may arise subsequent to the date of policy.
8. Oil, gas, coal and other mineral interests together with the rights appurtenant thereto whether created by deed, lease, grant, reservation, severance, sufferance or extension.
9. Taxes for the 1st half 2018 are \$1,999.84 and are paid. Special Assessments for the 1st half 2018 are \$7,276.22 and are paid.
Taxes for the 2nd half 2018 are \$1,999.84 and are paid. Special Assessments for the 2nd half 2018 are \$7,276.21 and are paid.
There is no homestead exemption on this premises.
2019 Taxes and assessments are a lien but are not due and payable.
Parcel No.: 37-1502-01-002.000
10. Any inaccuracy in the area, square footage, or acreage of land described in Schedule A or attached plat, if any. The Company does not insure the area, square footage, or acreage of the land.
11. Easement for general utility purposes granted to United Telephone Company of Ohio, all as more fully set forth in the instrument recorded on 04/27/2001 in Volume 881, Page 688.
12. Easement agreement for general utilities, access and telecommunications purposes granted to American Towers, LLC, all as more fully set forth in the instrument recorded on 01/12/2017 in OR 2017, Page 332.

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ORT Form 4308 OH-BI

Schedule B II

ALTA Commitment for Title Insurance 6/17/06

(2019017.PFD/2019017/3)

Schedule B-Section II
(Continued)

File Number: 2019017

13. Easement agreement for general waterline purposes and for ingress and egress purposes for the use and benefit of the adjoining properties, all as more fully set forth in the instrument filed 07/22/1977 and recorded in Deed Volume 592, Page 105.
14. The insured premises appear on the AGRICULTURAL LAND TAX LIST (CAUV). No liability is assumed under the policy for any lien which may arise by reason of the real estate being so listed.

SAMPLE

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ORT Form 4308 OH-BI
Schedule B II
ALTA Commitment for Title Insurance 6/17/06

(2019017.PFD/2019017/4)

Schedule B-Section II
(Continued)

File Number: 2019017

13. Easement agreement , as more fully set forth in the instrument filed 07/22/1977 and recorded in Deed Volume 592, Page 105.
14. The insured premises appear on the AGRICULTURAL LAND TAX LIST (CAUV). No liability is assumed under the policy for any lien which may arise by reason of the real estate being so listed.

SAMPLE

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ORT Form 4308 OH-BII
Schedule B II
ALTA Commitment for Title Insurance 6/17/06



(2019017.PFD/2019017/3)

Exhibit A

Being a part of the NE ¼ and part of the NW ¼ of Section 15, T3S, R7E, Bath Township, Allen County, Ohio, more particularly described as follows:

Commencing for reference at the monument box at the northeast corner of Section 15, thence S. 90°-00'-00"W. (assumed bearing) on the north line of the NE ¼ of Section 15 (centerline Bluelick Rd), 2039.76' to a set Mag nail; thence S.00°-01'-01"W., 202.07' to a set #5 rebar at the POINT OF BEGINNING of the parcel to be described; thence the following courses:

1. Continue S.0°-01'-01"W., 497.93' to an existing #5 rebar;
2. S.27°-11'-23"E., 44.11' to a set #5 rebar;
3. S.0°-27'-52"E., 270.30' to a set #5 rebar;
4. S.54°-46'-39"E., 208.25' to a set #5 rebar;
5. S.88°-48'-24"E., 65.66' to a set #5 rebar;
6. S.0°-19'-04"W., 505.83' to a set #5 rebar;
7. S.89°-01'-33"W., 420.27' to an existing #5 rebar;
8. S.0°-43'-34"W., 1005.70' to an existing #5 rebar on the south line of the N ½ of Section 15;
9. S.89°-51'-42"W. on the south line of the N ½ of Section 15, 1758.39' to an existing #5 rebar, passing over a set #5 rebar at 442.20' on the north-south half section line of Section 15;
10. N.0°-25'-59"E. 1909.36' to an existing #5 rebar on the east R/W line of the Norfolk-Southern Railroad, passing over a set #5 rebar at 1645.00' on the east R/W line of I-75;
11. N.49°-38'-26"E. on the east R/W, 1149.55' to an existing PK nail on the north line of the NW ¼ of Section 15 (centerline Bluelick Rd.);
12. N.89°-59'-12"E. on said north line of the northwest ¼ of Section 15 (centerline of Bluelick Road) 446.34' to an existing PK nail at the northeast corner of the northwest ¼;
13. N.90°-00'-00"E., on the north line of the NE ¼ of section 15, 264.00' to a set Mag nail;

14. S.00°-26'-38"W., 200.00' to a set #5 rebar on the east limited access right-of-way line of I-75 northbound ramp;
15. S.89°-38'-49"E., 337.02' to the POINT OF BEGINNING.

The above-described parcel contains 107.725 acres (there are 72.713 acres in the northwest ¼ and 35.012 acres in the northeast ¼ and 11.289 acres in I-75 right-of-way) more or less, subject to all legal highways and easements of record at the time of survey.

This plat and description is based on a field survey on 12-14-10 by, Bacon & Associates, LLC, under direction of Clayton T. Bacon, P.S. #6179.

Now known as parcel number: 37-1502-01-002.001

Access Easement: *There is hereby expressly reserved unto Grantor, Grantor's successor, and assigns, a nonexclusive perpetual easement and right-of-way for the purposes of vehicular and pedestrian ingress and egress (hereinafter the "Access Easement") for the benefit of the above referenced property in Deed OR 2011, Page 6935 and Deed OR 2011, Page 6936, of the Allen County Recorder's Office, across the following described tract of land:*

Being an easement for ingress-e egress purposes in the northeast ¼ of Section 15, T3S, R7E, Bath Township, Allen County, Ohio, more particularly described as follows:

Commencing for reference at the monument box at the northeast corner of Section 15, thence S.90°-00'-00"W. (assumed bearing) on the north line of the NE ¼ of Section 15 (centerline Bluelick Rd.), 1530.33' to an existing PK nail for the POINT OF BEGINNING of the easement to be described, thence the following courses;

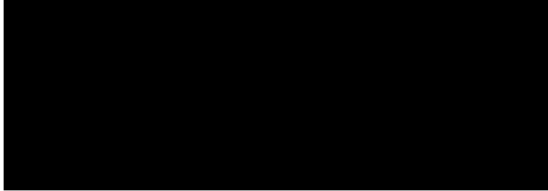
1. S.00°-01'-49"E., 760.00' to a point, passing over an existing #5 rebar at 30.00 and 700.00';
2. S.90°-00'-00"W., 489.71' to a point;
3. N.0°-27'-52"W., 20.77' to a set #5 rebar;
4. N.27°-11'-23"W., 44.11' to an existing #5 rebar;
5. N.90°-00'-00"E., 460.00' to an existing #5 rebar;
6. N.00°-01'-49"W., 700.00' to an existing PK nail on the centerline of Bluelick Road;
7. N.90°-00'-00"E. on said centerline, 50.00' to the POINT OF BEGINNING.

The above-described easement contains 1.488 acres, more or less, subject to all legal highways and easements of record at the time of survey. This plat and description is based on a field survey on 12-14-10 by, Bacon & Associates, LLC, under direction of Clayton T. Bacon, P.S. #6179.

SAMPLE

EXHIBIT C
(CELL TOWER EASEMENT & ASSIGNMENT AGREEMENT)

Prepared by and Return to:



Tax Parcel ID No: 37-15-02-01-002.001

(Recorder's Use Above this Line)

STATE OF OHIO

Assessor's Parcel No: 37-15-02-01-002.001

COUNTY OF ALLEN

EASEMENT AND ASSIGNMENT AGREEMENT

This Easement Agreement ("Agreement") dated as of 11/14, 2014 (the "Effective Date"), by and between Platinum Path, LLC, an Ohio limited liability company ("Grantor") and [Redacted] a Delaware limited liability company ("Grantee").

BACKGROUND

Grantor is the owner of the real property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Premises"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a perpetual, exclusive easement (the "Exclusive Easement") in and to that portion of the Premises more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (the "Exclusive Easement Area"); and (ii) a perpetual, non-exclusive easement (the "Access and Utility Easement"; the Exclusive Easement and Access and Utility Easement, collectively, the "Easements") in and to that portion of the Premises more particularly described on Exhibit "C" attached hereto and by this reference made a part hereof (the "Access and Utility Easement Area"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "Easement Areas"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.

Site No: [Redacted]

Site Name: [Redacted]

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. Duration. The duration of this Agreement and the Easements granted herein (the "**Term**") shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

6. Use of Easement Areas.

a. Exclusive Easement. The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have an unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sub-license any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. Access and Utility Easement. The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days a week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, water, gas, sewer, telephone, fiber and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. In the event the Access and Utility Easement Area cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the Access and Utility Easement Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and/or to relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation. The Access and Utility Easement and the rights

Site No: [REDACTED]

Site Name: [REDACTED]

granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

8. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against the all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties; (x) the Easement Areas do not constitute or form a part of Grantor's homestead; (xi) in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises, to the extent both are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of same by Grantor. Anything to the contrary notwithstanding, Grantee shall not be obligated to reimburse Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: [REDACTED] Attn: [REDACTED]

[REDACTED] unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Without Grantee's prior written consent, which consent may be withheld or conditioned in Grantee's sole and absolute discretion, Grantor shall not (i) cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part, or (ii) cause any portion of the Easement Areas to be separately assessed for tax purposes.

Site No: [REDACTED]
Site Name: [REDACTED]

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "**Hazardous Materials**" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

f. Grantee shall not use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein.

h. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

9. **Non-Disturbance.** During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and egress to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section. Grantor shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

10. **Grantee's Security Rights; Estoppel.** Grantor consents to the granting by Grantee of a lien and security interest in Grantee's interest in the Premises and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("**Grantee's Mortgagee**") of its rights of foreclosure with respect to any lien or security interest. Provided that Grantee gives Grantor written notice of any such mortgagee, Grantor shall recognize Grantee's Mortgagee as "Grantee" hereunder in the event Grantee's Mortgagee exercises its right of foreclosure. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Grantee's Mortgagee.

11. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

To Grantee:

[Redacted]

To Grantor:

Platinum Path, LLC

[Redacted]

With copy to:

[Redacted]

Site No: [Redacted]

Site Name: [Redacted]



Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

12. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

13. Miscellaneous. This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

14. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

15. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

16. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or, if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

17. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

18. Zoning. To the extent any improvements in, on, or within the Exclusive Easement Area do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be relocated, Grantor hereby consents to the reasonable relocation of such improvements to accommodate such requirements. Grantor hereby agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement Area and the Access and Utility Easement Area that will accommodate the requirements for any relocated tower, including its access and utility needs. Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee and (b) Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easement Areas.

19. Assignment of Ground Lease. The parties hereby acknowledge and agree that the Premises is currently subject to that certain Lease Option Agreement originally dated March 28, 2000 (originally by and between [REDACTED] and [REDACTED] husband and wife and [REDACTED] as amended from time to time (collectively, the "Lease"), as evidenced by that certain memorandum of lease recorded in the records of Allen County, Ohio. Grantor hereby acknowledges and agrees that there currently exists no default under the Lease, and no conditions that, with the passage of time, would constitute a default under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee all of Grantor's rights, title and interests in, to, and/or under the Lease, including, without limitation, all rents and other monies due to Grantor under the Lease from and after the Effective Date, and Grantee hereby accepts and assumes all of the obligations which are the responsibility of the landlord under the Lease from and after the Effective Date. Grantor hereby releases and forever releases Grantee from all claims arising under the Lease. Grantor hereby indemnifies and holds Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantee and/or the Permitted Parties with respect to or in connection with matters arising or accruing under the Lease prior to the Effective Date. Grantee hereby indemnifies and holds Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantor with respect to or in connection with matters arising or accruing under the Lease from and after the Effective Date.

20. Further Acts; Attorney-in-Fact. Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantor's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute, deliver, and submit land-use, building permit and zoning applications related to Grantee's permitted use of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

21. Survey. Grantor may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "Survey") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that upon written notice from Grantee to Grantor, Grantee may elect, in Grantee's sole and absolute discretion, to replace Exhibit B and Exhibit C with a revised Exhibit B and Exhibit C depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee's election.

22. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

23. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business

Site No: [REDACTED]

Site Name: [REDACTED]

dislocation expenses.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

SAMPLE

Site No: [REDACTED]
Site Name: [REDACTED]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

WITNESSES:

Platinum Path, LLC,
an Ohio limited liability company

Signature: [Handwritten Signature]
By: [Redacted]
Its: [Redacted]
Date: 12/4/2014

Signature: [Handwritten Signature]
Print Name: [Redacted]

Signature: [Handwritten Signature]
Print Name: [Redacted]

Acknowledgment

GRANTOR

State/Commonwealth of Ohio
County of Allen

On this the 4 day of Dec, 2014, before me, the undersigned Notary Public, personally appeared [Redacted], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Notary Public
My Commission Expires: _____

{Seal}



MANDY STRANGE
Notary Public, State of Ohio
My Commission Expires
Oct. 20, 2018

Site No: [Redacted]
Site Name: [Redacted]

SAMPLE

EXHIBIT D
(BILLBOARD GROUND LEASE)

This Instrument Prepared by:

Lease #

**RENEWAL LEASE**THIS LEASE AGREEMENT, made this 24th day of September, 2002, by and between:

Mr.

(hereinafter referred to as "Lessor") and **THE LAMAR COMPANIES** (hereinafter referred to as "Lessee"), provides**WITNESSETH**

"LESSOR hereby leases to LESSEE, it successors or assigns, as much of the hereinafter described premises as may be necessary for the construction, repair and relocation of outdoor advertising structure(s), including necessary structures, advertising devices, power poles, communications devices and connections, with the right of access to and egress from structure(s) by LESSEE'S employees, contractors, agents and vehicles and the right to survey, maintain advertisement, maintain telecommunications devices or other activities necessary or useful in LESSEE'S use of the structure(s) to be situated at the approximate location(s) as shown on the sketch below.

The leased premises are a portion of the property located in the County/Parish of Allen, State of Ohio, more particularly described as:

Space for existing sign at
I-75 .5 Mi. North of Lima

1. This lease shall be for a term of six (6) months from September 1, 2002 and ending on March 1, 2003, unless sooner terminated as hereinafter provided.

Following the original term of this lease or any renewal there after, the term hereof shall continue for an additional term of Six (6) months, on the same terms and conditions, unless LESSEE shall give to LESSOR written notice of nonrenewal at lease Sixty (60) days prior to the end of the original term.

After the original and any renewal term of this lease, it shall continue from year to year unless either party shall give the other party written notice of nonrenewal at least Sixty (60) days prior to the expiration of the then-current term.

2. LESSEE shall pay to LESSOR an annual rental of (\$1,200.00) One Thousand Two Hundred Dollars, payable monthly in advance in equal installments of One Hundred Dollars & 0/100 (\$100.00) each, with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within Thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE Thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect or allow any other off-premises advertising structures on property owned or controlled by LESSOR within One Thousand (1000') Feet of LESSEE'S advertising structure(s) or to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of its advertising structure(s). LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at its option.

4. LESSEE may terminate this lease upon giving Thirty (30) days written notice in the event that the advertising structure becomes entirely or partially obstructed in any way or in LESSEE'S opinion the location becomes economically or otherwise undesirable; provided however that if such conditions shall exist temporarily, then LESSEE may at its option, in lieu of the termination of this lease, reduce the rental herein paid to the sum of Five (\$5.00) dollars per year so long as such condition continues. If LESSEE is prevented from constructing advertising structure(s) at the leased premises by reason of any final governmental law, regulation, order or other action, this lease will terminate immediately. In the event of termination of this lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE shall remain the property of LESSEE and may be removed by it at any time prior to or within a reasonable time after expiration of the term hereof or any extension. At the termination of this lease, LESSEE agrees to restore the surface of the leased premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the

within 60 Days of notice T.H.

construction and maintenance of LESSEE'S advertising structure(s), at the sole discretion of LESSEE. All such permits shall be the property of LESSEE.

6. LESSOR represents that he is the owner of the premises described above and has the right to grant LESSEE free access to the premises to perform all acts necessary to carry on LESSEE'S business. In the event of any change of ownership of the property hereby leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this lease and LESSEE will no longer be bound by the lease.

7. The premises are not the homestead of the LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocations of the highway, the LESSOR grants to the LESSEE the right to relocate its structure(s) on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, maintenance, or dismantling of any advertising structures or displays during the term of this lease and to repair any damage to the leased premises resulting from the installation, maintenance, or dismantling of such advertising structures or displays, less ordinary wear and tear.

10. LESSOR agrees to indemnify LESSEE from any and all damages, liability costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.

11. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation.

12. This lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

EXECUTED BY LESSOR IN THE PRESENCE OF:

[Redacted signature area]

[Redacted signature]
LESSOR
LESSOR
LESSOR

LESSOR'S ADDRESS

LESSOR'S TELEPHONE NUMBER

LESSOR'S SOCIAL SECURITY NUMBER

THE LAMAR COMPANIES, LESSEE

BY:


DATE:

[Handwritten signature]
9-17-09

SAMPLE

This instrument Prepared by:

[Redacted signature area]

 SHOW POINTS OF COMPASS N.S.E.W.												