

Cover page for:

**Revised Preliminary Title Opinion
(with copies of recorded exceptions)**

Preliminary title opinion provided by:

Assured Title Agency, Inc.

(Dated February 1, 2023)

Auction Tracts 5, 6, 11 & 12

(Hancock County, Ohio)

For June 29, 2023 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Kinder-Segen, LLC

OPINION OF TITLE

Re: Karl Rieman Estate
118.376 acres TR 56
Bluffton, OH 45817

This is to certify that we have examined the title to the following described premises:

Situated in Union Township, Hancock County and State of Ohio, to-wit:

And known as the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, containing 160 acres.

EXCEPT THE FOLLOWING THREE TRACTS:

Tract I:

Appropriated by the State of Ohio in Case No. 32590 and being described as follows:

Beginning at a point on the Section line dividing Sections Twenty-seven (27) and Twenty-six (26) said point being 409.16 feet North $01^{\circ}39'19''$ East of the Southwest corner of said Section 26 and 150.00 feet left of Station 262 plus 37.09 in said centerline of Survey; thence Northeasterly and along a curve bearing left and having a radius of 12127.67 feet a distance of 931.10 feet to a point 150.00 feet left of Station 271 plus 79.69 in said centerline of Survey; thence North $47^{\circ}20'00''$ East, a distance of 2340.79 feet to a point in the North property line of R. Lehr Green, said point being 150.00 feet left of Station 295 plus 20.48 in said centerline of Survey; thence South $87^{\circ}48'30''$ East along said North property line of R. Lehr Green, a distance of 294.17 feet to a point in the intersection between the North and East property line of R. Lehr Green, said point being 57.50 feet right of Station 297 plus 29.00 in said centerline of Survey; thence South $01^{\circ}54'31''$ West along the East property line of R. Lehr Green, a distance of 129.86 feet to a point 150.00 feet right of Station 296 plus 37.86 in said centerline of Survey; thence South $47^{\circ}20'00''$ West, a distance of 2458.17 feet to a point 150.00 feet right of Station 271 plus 79.69 in said centerline of Survey; thence Southwesterly and along a curve bearing right and having a radius of 12427.67 feet, a distance of 1203.09 feet to a point 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence North $01^{\circ}39'19''$ East along the Section line dividing said Section 27 and 26, a distance of 387.93 feet to the point of beginning, containing 24.14

acres, more or less.

Tract II:

Being a part of the Southwest Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at an iron stake in the East line of the Southwest Quarter of Section 26, and described as lying North 01°38'45" East, a distance of 1644.45 feet from a stone marking the Southeast corner of the Southwest Quarter of Section 26; thence from the above described point of beginning and along the East line of said Southwest Quarter of Section 26, North 01°38'45" East, a distance of 874.92 feet to an iron stake set in the southeasterly Limited Access Right-of-Way line of Interstate Highway Route No. 75; thence with said Limited Access Right-of-Way line, South 47°20' West, a distance of 1252.45 feet to an iron stake; thence South 88°21'15" East, a distance of 896.18 feet to the point of beginning and containing 9.000 acres of land more or less.

ALSO, an **easement** for the purpose of ingress and egress over and across a strip of land situated in the Southwest Quarter of Section 26, Township 1 South, Range 9 East, Union Township, Hancock County, Ohio and described as follows to-wit:

Beginning at the southeast corner of the Southwest Quarter of Section 26; thence with the East line of said Southwest Quarter, North 01°38'45" East, a distance of 1644.45 feet to an iron stake; thence North 88°21'15" West, a distance of 25.00 feet to an iron stake; thence parallel to the east line of said Southwest Quarter, South 01°38'45" West a distance of 1644.49 feet to a point in the South line of said Southwest Quarter of Section 26; thence with said South line, being also the centerline of Township Road No. 25, South 88°25' East, a distance of 25.00 feet to the point of beginning.

Tract III:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Southwest Quarter (¼) of Section Twenty-six (26), together with a part of the Northwest Quarter of the Northwest Quarter (¼) of Section Thirty-five (35), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a railroad spike marking the Southwest corner of the Southwest Quarter of Section 26; thence along the section line common to Section 26 and Section 35, South 88°23'11" East, a distance of 76.65 feet to an iron stake; thence into Section 35, South 07°21'25" West a distance of 103.47 feet to an iron stake; thence North 76°19'30" East, a distance of 390.46 feet to an iron stake in the section line common to Section 26 and Section 35; thence along said section line, South 88°23'11" East, a distance of 411.27 feet to a point; thence at right angles, North, 01°36'49" East, a distance of 773.15 feet to an iron stake in the southerly Limited Access Right-of-Way Line of Interstate Highway Route No. 75; said point also described as lying 150.00 feet right of station 271+15.76 in the centerline of survey of said Highway; thence southwesterly along said Limited Access Right-of-Way Line, along a curve to the right having a radius of 12,427.67 feet and a central angle of 05°14'54", a distance of 1138.38 feet to a point described as lying 150.00 feet right of station 259+91.12 in the centerline of survey of said highway and lying in the West line of the Southwest Quarter of Section 26; the chord of said curve bearing South 50°15'20" West, a distance of 1138.00 feet; thence with the West line of said Southwest Quarter of Section 26, South 01°39'19" West, a distance of 21.22 feet to the point of beginning and containing 8.066 acres of land, more or less, of which 7.633 acres lies in Section 26 and 0.433 acres lies in Section 35; said tract subject to all legal highways and prior easements.

PARCEL NO. 44-0001012353

MAP NO. 1909-260-00-009

NOTE: A NEW SURVEY IS REQUIRED FOR THIS PARCEL.

We hereby certify that in our opinion a good and merchantable title to the aforescribed premises is vested in the name of Kinder-Segen, LLC, (undivided 1/2 interest), as shown in Volume 2433, Page 215 of the Official Records of Hancock County, Ohio; Karl L. Rieman, Successor Trustee of the Teresa A. Rieman Living Trust dated October 19, 2001 (undivided 1/2 interest) as shown in Volume 2127, Page 69 and Volume 2383, Page 1695 of the Official Records of Hancock County, Ohio.

SUBJECT ONLY TO THE FOLLOWING:

REAL ESTATE TAXES AND ASSESSMENTS:

1. Real estate taxes and assessments, if any, for the first half of the year 2022, in the amount of \$1,553.93, are paid.

OPINION OF TITLE

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2. Real estate taxes and assessments, if any, for the last half of the year 2022, in the amount of \$1,553.93, are paid.
3. Real estate taxes and assessments, if any, for the year 2023 are a lien and have not yet been determined.

MORTGAGES:

1. None.

OTHER:

1. Any and all zoning regulations and/or zoning ordinances.
2. Oil & Gas Lease from Karl L. Rieman and Teresa A. Rieman, husband and wife to Palladian Enterprises, Inc., dated March 30, 1993, filed for record August 30, 1993 at 9:06 AM in Volume 947, Page 276 of the Official Records of Hancock County, Ohio; assigned to Meridian Oil Inc., dated October 14, 1994, filed for record December 20, 1994 at 11:02 AM in Volume 1122, Page 22 of the Official Records of Hancock County, Ohio.
3. Lease from Karl L. Rieman and/or Teresa Rieman to National Advertising Company, dated August 29, 1972, filed for record October 4, 1972 at 10:50 AM in Volume 57, Page 189 of the Lease Records of Hancock County, Ohio.
4. Lease from Karl L. Rieman to National Advertising Company, dated July 23, 1970, filed for record September 25, 1970 at 2:25 PM in Volume 56, Page 363 of the Lease Records of Hancock County, Ohio.
5. Lease from Karl L. Rieman to Interstate Displays, Inc., dated June 26, 1970, filed for record June 26, 1970 at 12:10 PM in Volume 56, Page 323 of the Lease Records of Hancock County, Ohio.
6. Easement from Karl L. Rieman to Hancock-Wood Electric Cooperative, dated February 20, 1970, filed for record February 27, 1971 at 2:25 PM in Volume 361, Page 189 of the Deed Records of Hancock County, Ohio.
7. Memo of Ground Lease from Karl L. Rieman and Teresa A. Rieman, husband and wife to Unisite, Inc., a Delaware Corporation, dated April 27, 2000, filed for record

November 15, 2000 at 10:26:55, in Volume 2000, Page 45 of the Official Records of Hancock County, Ohio. Assignment and assumption from Unisite, Inc., to Global Tower LLC, fka Global Tower Holdings, LLC, (not recorded) dated December 18, 2003. Assigned from Global Tower, LLC, a Delaware limited liability company to GTP Acquisition Partners II, LLC, a Delaware limited liability company, dated September 3, 2005, filed for record January 24, 2006, at 10:49 AM in Volume 2285, Page 860 of the Official Records of Hancock County, Ohio

Memorandum of Lease from Karl L. Rieman and Teresa A. Rieman, husband and wife to Unisite, Inc., dated July 1, 2001, filed for record October 23, 2001 at 11:28 A.M., in Volume 2115, Page 1842 of the Official Records of Hancock County, Ohio. Memorandum of Lease references a Right of First Refusal and Option to Purchase the premises, easements or Landlord's other real property contiguous to the premises upon the occurrence of certain events. Assigned from Karl L. Rieman and Teresa A. Rieman to Teresa A. Rieman and Karl L. Rieman Trustees or their successors in trust under the Teresa A. Rieman Living Trust dated October 19, 2001 and any amendments thereto, dated October 19, 2001, filed for record September 30, 2011, at 2:07 PM in Volume 2405, Page 1084 of the Official Records of Hancock County, Ohio.

Easement and Assignment from Karl L. Rieman, Trustee under the Teresa A. Rieman Living Trust dated October 19, 2001 and Kinder-Segen LLC, an Ohio limited liability company to GTP Acquisition Partners II, LLC, a Delaware limited liability company, dated October 21, 2016, filed for record December 22, 2016, at 11:51 AM in Volume 2511, Page 1329 of the Official Records of Hancock County, Ohio.

Mortgage Security Agreement and Assignment of Lease and Rents from GTP Acquisition Partners II, LLC, a Delaware limited liability company to JPMorgan Chase Bank N.A., as Indenture Trustee in the principal amount of \$ [REDACTED] dated June 3, 2011, filed for record September 23, 2011 at 3:16 PM in Volume 2404, Page 2704 of the Official Records of Hancock County, Ohio.

First Amendment to Open-End Mortgage fixture refiling Security Agreement and Assignment of Lease and Rents from GTP Acquisition Partners II, LLC, a Delaware limited liability company to The Bank of New York Mellon as successor Indenture Trustee to JPMorgan Chase Bank, N.A., as Indenture Trustee, in the principal amount of \$ [REDACTED], dated June 10, 2011, filed for record April 23, 2012, at 11:19 AM in Volume 2417, Page 686 of the Official Records of

Hancock County, Ohio.

8. Subject to the terms and conditions as set forth in an unrecorded Lease dated June 30, 2001, notarized June 21, 2001 and July 10, 2001. Said Lease contains a Right of First Refusal covering the above described property. The Lease also contains an Option to Purchase. Also per the terms of the Lease no other cell towers, communication facilities, physical structures or devices which would interfere in Tenant's sole judgment with the radio frequencies of Tenant's Communications Facility may be installed on the above described property.
9. Memorandum of Trust from Karl L. Rieman and Teresa A. Rieman, Trustees to Karl L. Rieman Living Trust, dated October 19, 2001, filed for record January 16, 2002 at 3:44 P.M., in Volume 2127, Page 83 of the Official Records of Hancock County, Ohio.
10. Memorandum of Trust from Teresa A. Rieman and Karl L. Rieman, Trustees to Teresa A. Rieman Living Trust, dated October 19, 2001, filed for record January 16, 2002 at 3:44 P.M., in Volume 2127, Page 66 of the Official Records of Hancock County, Ohio.
11. Subject to an Easement for Ingress and Egress as set forth in Deeds filed in Volume 363, Page 735 of the Deed Records of Hancock County, Ohio and in Volume 2127, Page 69, Volume 2127, Page 86, Volume 2383, Page 1695, Volume 2386, Page 2306 and Volume 2433, Page 215 of the Official Records of Hancock County, Ohio. (This Easement is on the East line of the above described property, South of I-75. It is shared with Lot No. 3 in the Deerefield Place Subdivision)
12. Restrictions, easements and conditions of record as shown in Volume 18, Page 32 of the Plat Records of Hancock County, Ohio and in Volume 1159, Page 253 of the Official Records of Hancock County, Ohio.

This Title Opinion is subject to the compliance with "Consumer Credit Protection," "Truth in Lending," or similar laws.

The above Opinion is made subject to the right of any person or persons in possession of said premises or who has or have any unpaid accounts for labor performed or material furnished within the time frame from this date as prescribed in the Ohio

Mechanic's Lien Law as found in Chapter 1311 of the Ohio Revised Code, and to special taxes and assessments not shown by the County Treasurer's Records.

The above Opinion is based on a search in said County of the Records of the Recorder, Auditor, Treasurer, Probate Judge, Sheriff, and Clerk of Courts, and contains every instrument on record as revealed by the indexes constituting a lien against said premises.

This Opinion of Title covers the period of time of the past Forty (40) years and is made for the benefit of Karl Rieman Estate.

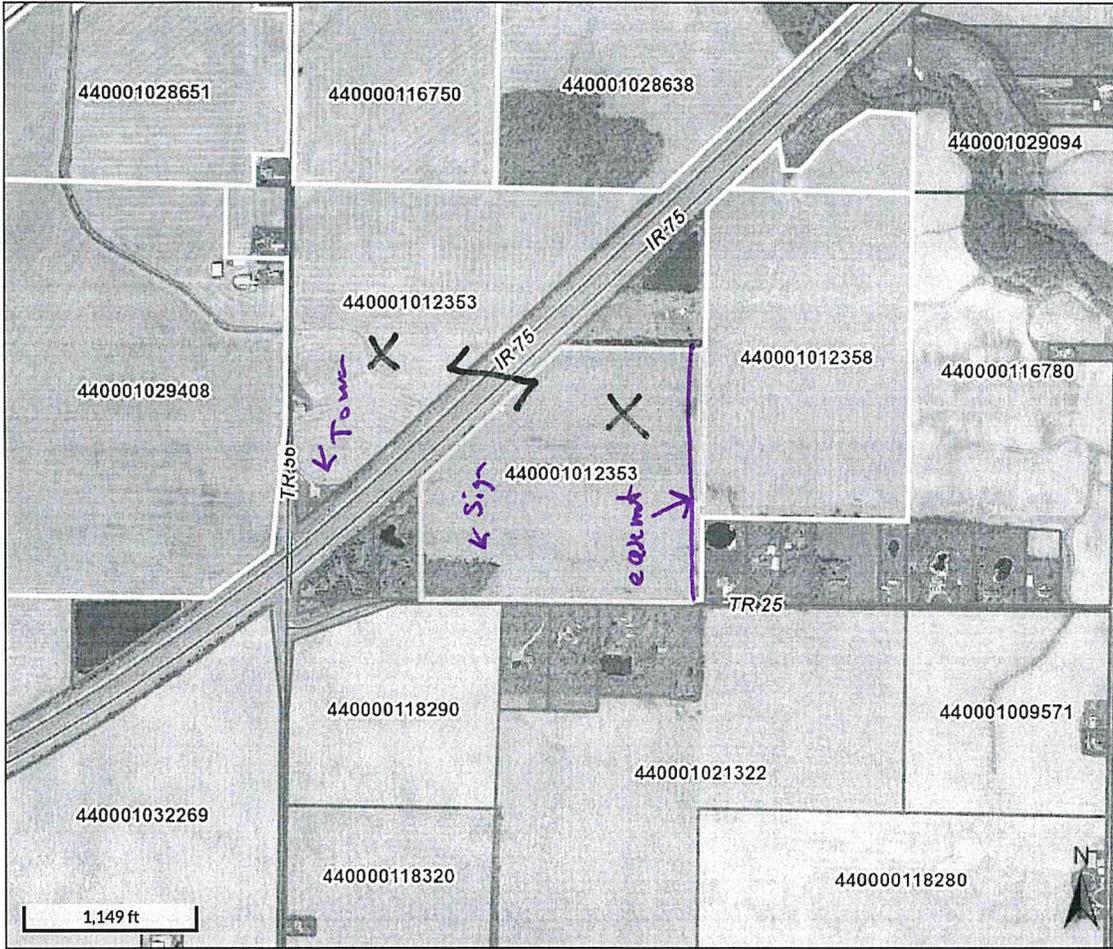
Dated at the City of Findlay, County of Hancock and State of Ohio, this 1st day of February, 2023, at 8:30 A.M.

**ASSURED TITLE AGENCY, INC.
301 South Main Street, 4th Floor
Findlay, Ohio 45840
(419) 423-0060**

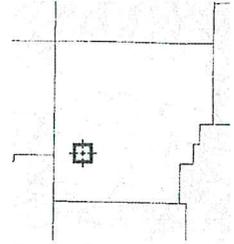


John D. Oman

JDO:csw



Overview



Legend

- RowDims
- Parcels
- Parcel Numbers
- Road Centerlines
- Corporate Limits
- Low Level
- Landhooks
- Lot Lines
- Blocks
- MiscText

Parcel ID 440001012353 Alternate ID 190926000009000
 Sec/Twp/Rng n/a
 Property 0 TOWNSHIP Class 199 OTHER AGRICULTURAL USE WITH OUTBUILDINGS
 Address RD 56 "QUALIFIED FOR CURRENT USE VALUE"
 BLUFFTON Acreage 118.376
 District 44 Union Township - Cory-Rawson LSD
 Brief Tax Description T15 R09 S26 PT SW1/4
 (Note: Not to be used on legal documents)

Owner KINDER-SEGEN LLC & TERESA A
 Address RIEMAN LIV TRUST
 16570 TOWNSHIP RD 56
 BLUFFTON OH 45817

Date created: 2/1/2023
 Last Data Uploaded: 1/31/2023 10:22:47 PM

pick-up
Palladian
10724

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OIL AND GAS LEASE
(Paid Up) Ohio

THIS AGREEMENT made this 30 day of March, 1993 between KARL L. RIEMAN and TERESA A. RIEMAN
husband and wife,

(whether one or more), whose address is: 16570 T.R. 56, Bluffton, Ohio 45817 Lessor
and Palladian Enterprises Inc., P. O. Box 671685, Houston, Texas 77267, Lessee.

WITNESSETH:

1. Lessor in consideration of Ten and more Dollars (\$ 10.00+), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other hydrocarbons, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipelines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, and to produce, save, take care of, treat, transport and own said products, under the following described land in Union Township,
Hancock County, Ohio to-wit (sometimes hereinafter referred to as the "leased premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

FILED AND RECORDED
August 30 1993
AT 9:06 O'CLOCK A.M.
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ANITA M. BAUM
RECORDER, HANCOCK COUNTY, OHIO
FEE \$ 30.00 PAID

426	572
357	705
328	258
257	375
413	678

containing 553.383 acres, more or less,
and being the property described in Deed Volume 312, Page 627 of the Hancock County Records of Deeds.
This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the leased premises.

2. This lease shall be for a term of five (5) years from this date (the "primary term") and as long thereafter as oil, gas or other hydrocarbons are produced from the leased premises or land with which the leased premises are pooled or this lease is otherwise maintained in effect pursuant to the provisions hereof. If this lease is not being otherwise extended pursuant to the provisions hereof, Lessee is hereby given the option to extend the primary term of this lease, as to all or any portion of the leased premises, for an additional five (5) years from the expiration of the primary term. This option may be exercised by Lessee, at Lessee's sole discretion, at any time during the last year of the primary term by paying or tendering to Lessor, its heirs, successors or assigns (subject to the provisions of this lease regarding changes in ownership) the sum of \$20.00 per net mineral acre for the portion of the lease to be so extended. Additionally, Lessee shall, within thirty (30) days of such payment or tender, record an instrument providing notice of the extension of the lease and the description of the portion of the leased premises covered by such extension. This is a paid up lease requiring no rentals either during the primary term or the extended term.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the Lessee's oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same or nearest field for production of similar grade and gravity; (b) For gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of the costs incurred by Lessee in delivery or otherwise making such gas or other substance merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same or nearest field pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; (c) Lessor shall pay a proportionate part of all excise, depletion, privilege, and production taxes now or hereafter levied, or assessed or charged on oil or gas produced from the land; and (d) If a well on the leased premises or lands pooled therewith is capable of producing oil or gas but such well is either shut-in for ninety (90) consecutive days or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor, and if this lease is not otherwise maintained in effect, such well shall nevertheless be considered as though it were producing oil or gas for the purpose of maintaining this lease, whether during or after the primary term, if Lessee pays shut-in royalty of One Dollar per acre then covered by this lease, or \$50.00 per shut-in well, at Lessee's option, such payment to be made to Lessor at above address, on or before the next ensuing anniversary date of this lease, or within one hundred and twenty (120) days after such anniversary date, and thereafter on or before each anniversary date hereof while the wells are shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. For the purpose of calculating shut-in royalties which are paid on a per acre basis, the number of lease acres described in Paragraph 1 shall be deemed correct, whether actually more or less. If Lessee chooses to pay shut-in royalties on a per well basis, when such payment is made, it will be considered that oil or gas is being produced from the entire lease.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate the leased premises in compliance with the spacing rules of the Oil and Gas Division of the Ohio Department of Natural Resources, or other lawful authority or when to do so would, in the judgment of Lessee, promote the conservation and prevent the waste of oil and gas in and under and that may be produced from the leased premises. Units pooled hereunder shall not substantially exceed in area six hundred and forty (640) acres each plus a tolerance of ten percent (10%) thereof, provided that should

Assign: Villan Pg. 22

governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. If Lessee completes a horizontal well which, in Lessee's judgment, shall produce oil, gas or other hydrocarbons from the leased premises, Lessee shall have the right, but not the obligation, to pool or unitize all or a portion of the leased premises or interest therein with any other lands or strata, either before or after commencement of production. The unit formed by such pooling shall not exceed six hundred and forty (640) acres plus a maximum acreage tolerance of ten percent (10%); provided, however, that if the Ohio Department of Natural Resources, or other lawful authority, shall prescribe or permit the creation of any horizontal unit, proration unit or spacing pattern for the development of a field, the units created under the authority of this Paragraph 4 may conform substantially in size therewith to the extent necessary to obtain maximum production allowable from any such well. The terms "horizontal well" and "horizontal completion" mean, for purposes of this lease, an oil and/or gas well in which the horizontal component (or high angle deviation) of the lease completion interval exceeds one hundred (100) feet in length. Lessee under the provisions hereof may pool or combine acreage covered by this lease or stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling or production of oil or gas from any part of a pooled unit which includes all or a portion of the leased premises, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from the leased premises whether or not the well or wells be located on the leased premises and in such event operations for drilling shall be deemed to have been commenced on the leased premises within the meaning of Paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis so that there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit. The production from an oil well will be considered as production and included in the unit just as though such production were from the leased premises. The production from a gas pooled unit shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this Paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other hydrocarbons are not being produced on the leased premises, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other hydrocarbons, so long thereafter as oil, gas, or other hydrocarbons are produced from the leased premises, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other hydrocarbons are produced from the leased premises, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other hydrocarbons, so long thereafter as oil, gas, or other hydrocarbons are produced from the leased premises, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the leased premises and thereby surrender this lease as to such portion or portions, and be relieved of all obligations thereafter arising as to the acreage surrendered.

6. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations and other facilities to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises notwithstanding any release or other termination affecting any portion thereof. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than three hundred (300) feet from any house or barn now on the leased premises without Lessee's consent. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter. Upon cessation of operations on the leased premises, Lessee shall restore the leased premises as nearly as practicable to its original condition. Lessor represents and warrants to Lessee that Lessor is not aware of any problems relating to the environmental or physical condition of the leased premises and it is specifically understood and agreed that Lessee shall not be liable for or assume any obligation with respect to (i) the restoration or remediation of any condition associated with the leased premises which existed prior to the date of this lease (including pre-existing hazardous substance contamination), or (ii) the removal of any wellbore, equipment, fixtures, facilities or other property located in, on or under the leased premises prior to the date of this lease. Lessor further agrees to indemnify, defend and hold Lessee and its directors, officers, employees, agents and representatives harmless from and against any and all claims, losses, liability (including liability pursuant to the federal Comprehensive Environmental Response, Compensation and Liability Act), damages, diminutions in value and causes of action arising out of any wellbore, equipment, fixtures, facilities or other property located in, on or under the leased premises prior to the date of this lease.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of a recorded instrument or instruments evidencing same. If Lessee transfers its interest hereunder, in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to the interest not so transferred. If six (6) or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation to develop the leased premises shall arise during the primary term. Should oil, gas or other hydrocarbons be discovered in paying quantities on the leased premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres plus an acreage tolerance not to exceed ten percent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per six hundred and forty (640) acres plus an acreage tolerance not to exceed ten percent (10%) of six hundred and forty (640) acres of the area retained hereunder and capable of producing gas in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence compliance with the obligations imposed by virtue of this lease.

8. Lessor hereby warrants and agrees to defend the title to the leased premises and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon the leased premises, either in whole or in part, and in the event Lessee does so, Lessee shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty, it is agreed that if this lease covers a less interest in the oil, gas or other hydrocarbons in all or any part of the leased premises than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment, services, material, water, electricity, fuel, access or easements, or by operation of force majeure, including, fire, flood, war, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, or Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.
IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSOR:

Karl L. Rieman
KARL L. RIEMAN SS# 300-32-0177

Teresa A. Rieman
TERESA A. RIEMAN SS# 275-36-4174

WITNESS:

H. Nathan Crawford III
H. Nathan Crawford III (as to both)

Jill A. Woodward
Jill A. Woodward (as to both)

STATE OF OHIO:

COUNTY OF HANCOCK

ACKNOWLEDGMENT TO THE LEASE

On this 30 day of March, A.D., 1993, before me, the undersigned, a Notary Public, in and for said County, in the State aforesaid, personally appeared Karl L. Rieman and Teresa A. Rieman to me known as the persons described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.

My Commission Expires:
March 27, 1998

Jill A. Woodward Notary Public
Hancock County, State of Ohio

STATE OF _____
COUNTY OF _____

ACKNOWLEDGMENT TO THE LEASE

On this _____ day of _____, A.D., 1993, before me, the undersigned, a Notary Public, in and for said County, in the State aforesaid, personally appeared _____ to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as _____ free act and deed.

My Commission Expires: _____

Notary Public

County, State of _____

This lease was prepared by:
Pelladian Enterprises Inc.
P. O. Box 671685
Houston, Texas 77267

EXHIBIT "A"

Attached to and by reference made a part of that certain Oil and Gas Lease dated March 30, 1993, by and between KARL L. RIEMAN and TERESA A. RIEMAN, Lessor, and Palladian Enterprises Inc., Lessee.

ADDITIONAL PROVISIONS:

1. Lessee shall reimburse Lessor for the market value of any growing crops destroyed by Lessee's operations hereunder, or for the market value of crops taken out of cultivation due to Lessee's operations by paying to Lessor prior to initiation of drilling the sum of \$1,500.00 per acre of land utilized in such operation. As to any lands owned by Lessor designated for Lessee's surface use which have tile drainage systems, Lessee shall pay to Lessor the sum of \$2,000.00 per acre. Furthermore, Lessee shall also reimburse Lessor for the reasonable value of damages to the livestock, fences, roads, personal property, buildings or other improvements of Lessor caused by Lessee's operations on the leased premises.

2. It is hereby understood and agreed that prior to entry on the leased premises, Lessee shall consult with Lessor as to the location of all drillsites, points of ingress and egress, roads, and, if necessary, production facilities. Lessee agrees to use reasonable efforts to minimize the amount of acreage utilized during its operations, and maintain the leased premises so as to minimize interference with Lessor's agricultural use of the leased premises.

3. Upon notice from Lessee of its intent to conduct operations on the leased premises, Lessor agrees to consult with Lessee to determine the location and positions of any and all tile drains and outlets situated in or on the leased premises. Lessee shall use reasonable efforts to conduct its operations to protect such drains and outlets from damage, and as long as this lease is in full force and effect, Lessee shall repair or restore any drains or outlets which are damaged by Lessee during the course of its operations on the leased premises within ninety (90) days from the date of notification by Lessor of such damage, given adequate weather conditions.

4. IT IS HEREBY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE PROVISIONS OF THIS EXHIBIT "A" SHALL SUPERSEDE ANY PROVISIONS OF THE PRINTED LEASE FORM TO THE CONTRARY.

SIGNED FOR IDENTIFICATION THIS 30 day of March, 1993.

Witness:

Lessor:

H. Nathan Crawford III
H. Nathan Crawford III (as to both)

Karl L. Riemann
KARL L. RIEMAN

Jill A. Woodward
Jill A. Woodward (as to both)

TERESA A. RIEMAN
TERESA A. RIEMAN

EXHIBIT "B"

Attached to and by reference made a part of that certain Oil and Gas Lease dated March 30, 1993, by and between Karl L. Rieman and Teresa A. Rieman, Lessors, and Palladian Enterprises Inc., Lessee.

DESCRIPTION:

TRACT 1: Parcel No. 44-0001007203; That certain parcel of land containing 129.83 acres, more or less, being a part of the Northeast Quarter (NE/4) of Section 27, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated April 22, 1982 and filed for record in COB 426, Page 572 of the Office of the Recorder of Hancock County, Ohio; **SAVE AND EXCEPT:** That certain parcel of land containing 2.365 acres, more or less, being the same property referenced in that certain Warranty Deed dated October 6, 1986 and filed for record in COB 507, Page 91 of the Office of the Recorder of Hancock County, Ohio; **ALSO SAVE AND EXCEPT:** That certain parcel of land containing 1.178 acres, more or less, being the same property referenced in that certain Warranty Deed dated October 6, 1986 and filed for record in COB 508, Page 1020 of the Office of the Recorder of Hancock County, Ohio; **ALSO SAVE AND EXCEPT:** That certain parcel of land containing 10.0 acres, more or less, being the same property referenced in that certain Warranty Deed dated August 8, 1990 and filed for record in COB 589, Page 761 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 1 of 116.287 acres, more or less;

TRACT 2: Parcel No. 44-0000116860; That certain parcel of land containing 80.0 acres, more or less, being the West Half (W/2) of the Southeast Quarter (SE/4) of Section 26, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated July 19, 1971 and filed for record in COB 357, Page 705 of the Office of the Recorder of Hancock County, Ohio; **SAVE AND EXCEPT:** That certain parcel of land containing .20 acres, more or less, being the same property references in that certain Warranty Deed dated July 19, 1971 and filed for record in COB 357, Page 705 of the Office of the Recorder of Hancock County, Ohio; **ALSO SAVE AND EXCEPT:** That certain parcel of land containing 5.226 acres, more or less, being the same property referenced in that certain Warranty Deed dated February 18, 1972 and filed for record in COB 362, Page 244 of the Office of the Recorder of Hancock County, Ohio; **ALSO SAVE AND EXCEPT:** That certain parcel of land containing 3.331 acres, more or less, being the same property referenced in that certain Warranty Deed dated March 27, 1973 and filed for record in COB 370, Page 40 of the Office of the Recorder of Hancock County, Ohio; **ALSO SAVE AND EXCEPT:** That certain parcel of land containing 2.282 acres, more or less, being the same property referenced in that certain Warranty Deed dated August 31, 1973 and filed for record in COB 373, Page 480 of the Office of the Recorder of Hancock County, Ohio; **ALSO SAVE AND EXCEPT:** That certain parcel of land containing 2.282 acres, more or less, being the same property referenced in that certain Warranty Deed dated August 31, 1973 and filed for record in COB 381, Page 703 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 2 of 66.679 acres, more or less;

TRACT 3: Parcel No. 44-0000117060; That certain parcel of land containing 17.37 acres, more or less, being known as the West 17.37 acres of the North Half (N/2) of the Northeast Quarter (NE/4) of Section 27, Township 1 South, Range 9 East, being the same property acquired by Lessors as parcel 1 in that certain Warranty Deed dated February 23, 1967 and filed for record in COB 328, Page 258 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 3 of 17.37 acres, more or less;

TRACT 4: Parcel No. 44-0000117050; That certain parcel of land containing 160.0 acres, more or less, being the Southeast Quarter (SE/4) of Section 27, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated February 3, 1956 and filed for record in COB 257, Page 375 of the Office of the Recorder of Hancock County, Ohio; SAVE AND EXCEPT: That certain parcel of land containing 2.18 acres, more or less, being the same property references in that certain Warranty Deed dated February 16, 1962 and filed for record in COB 296, Page 543 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 4 of 157.82 acres, more or less;

TRACT 5: Parcel No. 44-0000116750; That certain parcel of land containing 80.0 acres, more or less, being the West Half (W/2) of the Northwest Quarter (NW/4) of Section 26, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated February 18, 1980 and filed for record in COB 413, Page 678 of the Office of the Recorder of Hancock County, Ohio; SAVE AND EXCEPT: That certain parcel of land containing 4.0 acres, more or less, being the same property referenced in that certain Warranty Deed dated February 14, 1986 and filed for record in COB 490, Page 1216 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 5 of 76.0 acres, more or less;

TRACT 6: Parcel No. 44-0000116850; That certain parcel of land containing 160.0 acres, more or less, being the Southwest Quarter (SW/4) of Section 26, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated October 19, 1964 and filed for record in COB 312, Page 627 of the Office of the Recorder of Hancock County, Ohio; SAVE AND EXCEPT: That certain parcel of land containing 24.14 acres, more or less, being the same property references in that certain Warranty Deed dated October 19, 1964 and filed for record in COB 312, Page 627 of the Office of the Recorder of Hancock County, Ohio; ALSO SAVE AND EXCEPT: That certain parcel of land containing 9.0 acres, more or less, being the same property referenced in that certain Warranty Deed dated April 21, 1972 and filed for record in COB 363, Page 735 of the Office of the Recorder of Hancock County, Ohio; ALSO SAVE AND EXCEPT: That certain parcel of land containing 7.633 acres, more or less, being the same property referenced in that certain Warranty Deed dated December 30, 1972 and filed for record in COB 368, Page 730 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 6 of 119.227 acres, more or less;

mail 12731

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FILED AND RECORDED
November 23 1994
AT 11:02 O'CLOCK AM
IN VOL 1122 PAGE 22
ANITA M. MUSGRAVE RR
RECORDER, HANCOCK CO., OHIO
FEE \$ 70.00 PAID

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF OHIO)
) KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF HANCOCK)

THAT, PALLADIAN ENTERPRISES INC., whose address is P. O. Box 671685, Houston, Texas 77267, (hereinafter referred to as Assignor), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby bargain, sell, transfer, convey and assign unto MERIDIAN OIL INC., whose address is 400 North Sam Houston Parkway East, Suite 1200, Houston, Texas 77060 (hereinafter referred to as Assignee), all of Assignor's right, title and interest in and to the Oil and Gas Lease(s), described in Exhibit "A" INSOFAR as the same covers and affects the land(s) described in said Exhibit attached hereto and made a part hereof.

THIS Assignment is made without warranty of title, either express or implied and shall be subject to any prior reservations or assignments.

IN WITNESS WHEREOF, this instrument is executed this 14th day of October, 1994, but effective as of the 1st day of September, 1994.

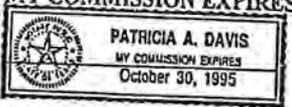
PALLADIAN ENTERPRISES INC.

By: W. J. Scarff
W. J. Scarff SBJ
President

STATE OF TEXAS)
) KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF HARRIS)

This instrument was acknowledged before me on the 14th day of October, 1994, by W. J. SCARFF, President of PALLADIAN ENTERPRISES INC., on behalf of said corporation.

MY COMMISSION EXPIRES:



Patricia A. Davis
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

This Instrument was prepared by:
Meridian Oil Inc.
400 N. Sam Houston Parkway E., Suite 1200
Houston, Texas 77060

11/16/94

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EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil and Gas Lease dated October 14, 1994.

PROP. NO.	LSE NO.	LESSOR	LESSEE	DATE	YR	STATE	COUNTY	BOOK	PAGE	PROSPECT	LEGAL DESCRIPTION
19722900	OH35460 210	POWELL, L BURNETTE, ET UX	PALLADIAN ENTERPRISES INC	06-19	-93	OH	HANCOCK	947	264	DUKE	T1S, R9E, SEC 22: 35 ACRES OUT OF N/2 SE/4 E/OF NORFOLK AND WESTERN RAILWAY.
19723000	OH35461 210	PROBST, CAROL M, ET VIR	PALLADIAN ENTERPRISES INC	04-03	-93	OH	HANCOCK	963	158	DUKE	T2S, R9E, SEC 10: 68.2 ACRES OUT OF NW/4
19723400	OH35464 210	RADER, JOHN E, ET UX	PALLADIAN ENTERPRISES INC	05-17	-93	OH	HANCOCK	947	238	DUKE	T1S, R9E, SEC 25: 77.38 ACRES OUT OF NW/4
19723500	OH35465 210	REAM, JERRY A, ET UX	PALLADIAN ENTERPRISES INC	04-01	-93	OH	HANCOCK	963	69	DUKE	T2S, R9E, SEC 28: N/2 SE/4 NE/4, S/2 SW/4 NE/4
19723600	OH35466 210	REAM, RUSSELL A, ET UX	PALLADIAN ENTERPRISES INC	05-13	-93	OH	HANCOCK	946	277	DUKE	T2S, R9E, SEC 22: S/2 SE/4
19723900	OH35468 210	REIGLE, CLARENCE O, ET UX	PALLADIAN ENTERPRISES INC	05-12	-93	OH	HANCOCK	964	119	DUKE	T2S, R9E, SEC 4: NE/4 NE/4, 10 ACRES OUT OF N/END E/2 W/2 NE/4, IN ALL CONTAINING 58 ACRES; SEC 9: NE/4 SE/4, N/2 E/2 W/2 SE/4
19724000	OH35469 A210	REITER, ROBERTA A	PALLADIAN ENTERPRISES INC	06-11	-93	OH	HANCOCK	946	281	DUKE	T1S, R9E, SEC 23: 55.2 ACRES OUT OF W/2 SW/4
19724300	OH35470 210	RIEMAN, KARL L, ET UX	PALLADIAN ENTERPRISES INC	03-30	-93	OH	HANCOCK	947	276	DUKE	T1S, R9E, SEC 26 & 27: SEE LEASE EX 'B'
19724400	OH35471 210	RILEY, FRANCES L	PALLADIAN ENTERPRISES INC	06-05	-93	OH	HANCOCK	1017	229	DUKE	T2S, R9E, SEC 22: 158 ACRES OUT OF NW/4
19724600	OH35473 210	ROMICK, DANIEL J, ET UX	PALLADIAN ENTERPRISES INC	06-04	-93	OH	HANCOCK	946	249	DUKE	T1S, R9E, SEC 25: 116 ACRES OUT OF S/2 N/2 SW/4 & N/4 S/2 SW/4 & S/4 S/2 NW/4 & N/2 N/2 SW/4.
19724700	OH35474 210	ROSSMAN, DEWAYNE M, ET UX	PALLADIAN ENTERPRISES INC	04-13	-93	OH	HANCOCK	963	148	DUKE	T2S, R9E, SEC 23: 74 ACRES OUT OF N/2 NW/4; SEC 14: 60 ACRES OUT OF E/SIDE SW/4, SE/4 SE/4 NW/4
19724800	OH35475 210	ROTH, LOUISA E	PALLADIAN ENTERPRISES INC	05-15	-93	OH	HANCOCK	948	327	DUKE	T1S, R9E, SEC 38: 70.33 ACRES OUT OF W/2 NW/4 & S/2 SE/4 NW/4, 50 ACRES OUT OF S/PART W/2 NE/4, N/2 SE/4 NW/4, S/2 S/2 NE/4 NW/4; T1S, R10E, SEC 8: 67.27 ACRES OUT OF E/2 SW/4.
15725200	OH35479 A210	SCHROLL, RALPH A, ET AL	PALLADIAN ENTERPRISES INC	05-05	-93	OH	HANCOCK	964	131	DUKE	T2S, R9E, SEC 4: 53.3 ACRES OUT OF N/2 SE/4

EXHIBIT 'A'
 Attached to and made a part of that certain Assignment of Oil and Gas Lease dated October 14, 1994.

19726300	OH35479 B210	SCHROLL, RANDY J, ET AL	PALLADIAN ENTERPRISES INC	05-06	-93	OH	HANCOCK	964	135	DUKE	T2S, R9E, SEC 4: 63.3 ACRES OUT OF N/2 SE/4
19725400	OH35480 210	SCHWINN, ROY R, ET AL	PALLADIAN ENTERPRISES INC	07-28	-93	OH	HANCOCK	1096	54	DUKE	T1S, R9E, SEC 35: 39.13 ACRES OUT OF SW/4 SW/4; SEC 26: 80 ACRES OUT OF N/PART NE/4
19725500	OH35481 210	SCHWINN, ROY R, ET UX	PALLADIAN ENTERPRISES INC	07-28	-93	OH	HANCOCK	1017	247	DUKE	T1S, R9E, SEC 25: W/20 ACRES OUT OF N/100 ACRES OUT OF NE/4 & E1/3 OUT OF NE/CORNER NW/4
19726600	OH35482 210	SCOLES, ALLEN L	PALLADIAN ENTERPRISES INC	03-25	-93	OH	HANCOCK	895	82	DUKE	T2S, R9E, SEC 16: 76.4 ACRES OUT OF W/2 SW/4, NW/PART N/PART LOT #9, 9.94 ACRES OUT OF S/SIDE SW/4 NW/4, CONTAINING 106.3 ACRES IN ALL.
19724100	OH35469 B210	SMITH, CAROL M	PALLADIAN ENTERPRISES INC	06-14	-93	OH	HANCOCK	947	260	DUKE	T1S, R9E, SEC 23: 56.2 ACRES OUT OF W/2 SW/4
19726700	OH35483 210	SOLT, ROGER E INDIVIDUALLY AND TRUSTEE	PALLADIAN ENTERPRISES INC	04-16	-93	OH	HANCOCK	963	143	DUKE	T2S, R9E, SEC 14: 85 ACRES OUT OF W/100 ACRES OUT OF SW/4.
19726000	OH35486 210	SPALLINGER RENTALS	PALLADIAN ENTERPRISES INC	05-17	-93	OH	HANCOCK	946	269	DUKE	T2S, R9E, SEC 21: 18.4 ACRES OUT OF E/2 NW/4
19726800	OH35484 210	SPALLINGER, DAVID R, ET UX	PALLADIAN ENTERPRISES INC	05-17	-93	OH	HANCOCK	946	273	DUKE	T2S, R9E, SEC 21: 61.6 ACRES OUT OF E/2 NW/4
19726200	OH35488 210	STALEY, GENEVA M	PALLADIAN ENTERPRISES INC	04-24	-93	OH	HANCOCK	947	256	DUKE	T2S, R9E, SEC 29: NW/4 SW/4
19726300	OH35489 210	STRAHM, RANDY W, ET UX	PALLADIAN ENTERPRISES INC	07-07	-93	OH	HANCOCK	964	163	DUKE	T2S, R9E, SEC 18: 19 ACRES OUT OF S/PART E/2 NE/4
19726500	OH35491 210	STULTZ, ROSELLA J	PALLADIAN ENTERPRISES INC	03-12	-93	OH	HANCOCK	885	98	DUKE	T2S, R9E, SEC 15: W/2 SW/4, S/30 ACRES OUT OF W/2 NW/4
19726600	OH35492 210	THOMPSON, JOHN W, JR, ET UX	PALLADIAN ENTERPRISES INC	04-13	-93	OH	HANCOCK	947	297	DUKE	T1S, R9E, SEC 26: 63.63 ACRES OUT OF E/2 NE/4
19726700	OH35493 210	TRAUCHT, ALMA M	PALLADIAN ENTERPRISES INC	05-11	-93	OH	HANCOCK	946	323	DUKE	T1S, R9E, SEC 25: 80.0625 ACRES OUT OF E/2

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STANDARD LEASE AGREEMENT
Form 656S, Revised 11/69

5211

Branch Office P.O. BOX K 18
DELAWARE, OHIO
34-032 2-3
Lease # 7922B

NATIONAL ADVERTISING COMPANY

(Subsidiary of Minnesota Mining & Manufacturing Co.)
Home Office: Bedford Park, Illinois 60501

Circle Classification:
Comm - Agri - Ind - Res

THIS AGREEMENT, made this 29 day of AUGUST, 1972, by and between
KARL L. AND/OR TERESA RIEMAN of BLUFFTON, OHIO
hereinafter called the Lessor, and National Advertising Company, of Bedford Park, Illinois, hereinafter called the Lessee.

WITNESSETH:

1. The Lessor hereby leases unto the Lessee, and the Lessee hereby leases from the Lessor, the use and possession of the portion to be occupied of the following described premises, for the purposes of erecting and maintaining advertising displays (painted, reflectorized, printed, illuminated, or otherwise), including necessary structures, devices, power poles and connections.

2. The property herein demised is located about 1/6 miles N E-S-W of MT. CORY (RT 235) EXIT on the N E-S-W side of Route No. I-75 for display(s) facing N-E-S-W, such leased property being part of the Lessor's property situated in the Township of UNION County of HAWCOCK State of OHIO (If Legal Description is required, see reverse side hereof.)

3. The term of this lease shall commence on OCT 1, 1972, and unless terminated earlier in the manner hereinafter set forth, shall continue for an initial term of ten years from the first day of the first month following erection of the advertising display(s) (hereinafter called "the effective date"), and shall continue thereafter, at the option of the Lessee, for ~~a second term of ten years~~ and thereafter from year to year, on the same terms, until terminated as of any subsequent anniversary of the effective date by written notice of termination given not less than sixty days prior to such anniversary date by either the Lessor or Lessee.

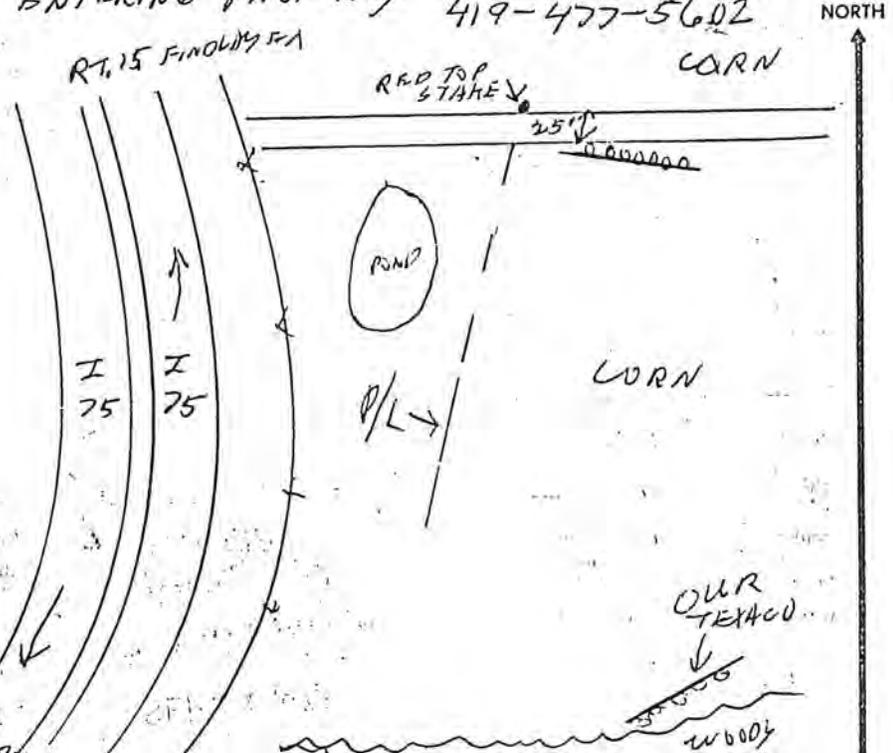
4. In consideration of the foregoing and the mutual promises herein contained, and other good and valuable consideration, the Lessee agrees to pay the Lessor at the rate of \$ 50.00 per year for such periods of time as the display(s) contemplated hereunder is(are) not in advertising position, and at the rate of \$ 400.00 UNLIGHTED - IF LIGHTED WR WILL PAY \$500.00 PER YR. per year for such periods of time as the display(s) contemplated hereunder is(are) in position. Such yearly rental is to be paid in advance (subject to a 30 day delay for processing) with supplementary adjustments to be made promptly when the advertising status of the display(s) is changed. When feasible, the payment date will be adjusted to coincide with an anniversary of the effective date.

5. ADDITIONAL PROVISIONS. The provisions printed on the reverse hereof are hereby incorporated herein by specific reference thereto and constitute a part of this agreement.

AREA SKETCH OF LEASED PREMISES

BEFORE ENTERING PROPERTY CALL MR. RIEMAN, 419-477-5602

- Size 16 X 60 Ft
- HAGL 25 Ft
- EOP 700+ FEET Ft
- Power 700+ FEET Ft
- Mileage Panel Mi
- Location Staked
- Display Facing SOUTH



Executed by Lessor in the presence of:

Bruce Kelly

APPROVED: Lull Wilhoit (Owner)
(if applicable) (Lessee)

Accepted by:
NATIONAL ADVERTISING COMPANY, LESSEE

By: [Signature]

KARL L. AND/OR TERESA RIEMAN
(Print Lessor's Name)

By: Karl L. Riemann
(Signature)

R#1
(Mailing Address)
BLUFFTON, OHIO 45811
(City, County, State)

Former P. O. Repl. Avail. N. Erect
App. or Permit No. Avail. Reloc.
Date New Erect Reloc. N.P.O.
POST
SE
DF
INITIAL: Erected By: DUTCH PAINTING
ADVERTISER: DUTCH PAINTING
PROGRAM:

1

STANDARD LEASE AGREEMENT
Form 6588, B, Revised 11/69

6. In the event of any change of ownership of the property hereby leased, the Lessor agrees to notify the Lessee promptly of such change, and the Lessor also 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.

7. Unless specifically stated otherwise herein, the Lessor represents and warrants that he is either the Owner or the Agent of the Owner of the property herein demised, and that he has full authority to enter into this lease. The Lessor covenants and warrants that if the Lessee shall pay the rental as herein provided and shall keep and perform the other covenants herein stated, the Lessee shall and may, peaceably and quietly have, hold and enjoy the use of the premises herein demised for the term of this lease, such use to include access to the site over any lands under the control of the Lessor.

8. Neither the Lessor nor the Lessee shall be bound by any agreement or representation, expressed or implied, not contained herein. This lease shall be deemed to have been accepted and its terms enforceable only upon the acceptance hereof by the Lessee in the space provided. Following such acceptance, it shall inure to the benefit of and be binding upon the parties hereto and to their respective tenants, heirs, successors, personal representatives, executors, administrators, and assigns.

9. In the event that the portion of the Lessor's property occupied by the Lessee's displays is to be improved by permanent construction or repair, as evidenced by a building permit, requiring removal of the Lessee's displays, the Lessor may terminate this lease upon giving the Lessee ninety (90) days written notice of termination, together with a copy of the building permit, sent by registered mail to either the Lessee's Home Office or the Branch Office listed, and upon the Lessor's refunding to the Lessee the rent previously paid for the unexpired portion of this lease beyond the termination date. The Lessee agrees to remove its displays within the 90 day period. If the Lessor does not commence the construction or remodeling within ninety (90) days after the displays have been removed, the Lessee may, at its option, reinstate this lease by written notice to the Lessor, and if so reinstated, the Lessor agrees to reimburse the Lessee for its reasonable expenses in the removing and replacing of the Lessee's displays on the Lessor's property. The right of termination stated herein shall not exist and cannot be exercised if the demised premises shall be condemned or taken by power of eminent domain, or if the property is conveyed to any entity acting as or on behalf of any public entity which has the power of eminent domain.

10. If at any time the highway view of the Lessee's displays is obstructed or obscured, or the advertising value of the displays is impaired or diminished, or the use or installation of such displays is prevented or restricted by law or by the Lessee's inability to obtain any necessary permits or licenses, or if the Lessee is unable, for any period of ninety (90) consecutive days or more, to secure and maintain a suitable advertising contract for the displays, or if there occurs a diversion of traffic from, or a change in the direction of traffic on highways leading past the Lessee's displays, the Lessee may, at its option, terminate this lease by giving the Lessor fifteen (15) days written notice, and the Lessor agrees to refund to the Lessee the rent previously paid for the unexpired portion of this lease. If any of the conditions described in this paragraph shall at any time temporarily exist, then the Lessee may, at its option, instead of terminating this lease, be entitled to an abatement of rent payable hereunder during the period such condition or any of them exist, and to the refund of any rent paid in advance for the period of such abatement.

11. All structures, displays and materials placed upon the said property by the Lessee are Lessee's trade fixtures and equipment, and shall be deemed to remain the Lessee's property, and may be removed by the Lessee at any time prior to or within a reasonable time after the termination of this lease or any extension thereof. The Lessor agrees to allow the Lessee full access to the property occupied by the displays for the purpose of erecting, maintaining, changing or removing the displays at any time.

12. The Lessor agrees not to erect or permit any other party to erect any advertising displays or other advertising matter on any property owned or controlled by the Lessor within a radius of six hundred (600) feet of Lessee's displays, nor to permit any other obstruction to partially or completely obscure the normal highway view of said displays, and the Lessee is hereby authorized to remove any such other advertising display or other obstruction at its option.

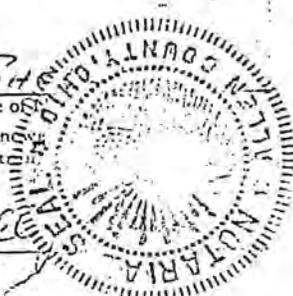
13. The Lessee agrees to save the Lessor harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the Lessee's agents or employees in the construction, maintenance, repair, change or removal of the Lessee's displays on the property, and agrees to carry, at its own cost and expense, adequate public liability insurance covering any such contingency so long as this lease shall remain in effect. The Lessor agrees to save the Lessee harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the Lessor.

LEGAL DESCRIPTION OF LEASED PREMISES (for recording purposes): ON A PART OF SECTION 26,
TOWN 1 SOUTH, RANGE 9 EAST CONTAINING 62.82 ACRES
MORE OR LESS

State of Ohio
County of Allen
On this 29 day of August 1974, before me, BRUCE SHELLEY
(Print Name of Officer)

the undersigned officer, personally appeared KARL R. RIEMAN
(Signature of Person) known to me to be the person whose name is subscribed to the above instrument, and being informed of the contents of said instrument he or she voluntarily executed the same for the uses and purposes therein expressed.

In witness whereof, I have hereunto set my hand and official seal at CINCINNATI, OHIO
BRUCE SHELLEY
(Signature of Officer)



SEP 11 1972

BRUCE SHELLEY, NOTARY PUBLIC,
State of OHIO, COUNTY, OHIO
MY Commission Expires Dec. 10th, 1976

FILED and RECORDED
October 4, 1972
at 1050 O'CLOCK A.M.
IN VOL. 57 PAGE 189
RECORD OF Leases
Waldo C Foltz
RECORDER, HANCOCK COUNTY, OHIO
Fee \$ 3.00

PREPARED BY F&B AT ALLEN

52

56/363

STANDARD LEASE AGREEMENT
Form #680S, Revised 1/68

3456

Branch Office P.O. Box K 363
DELAWARE OHIO

NATIONAL ADVERTISING COMPANY

(Subsidiary of Minnesota Mining & Manufacturing Co.)
Home Office: Bedford Park, Illinois 60501

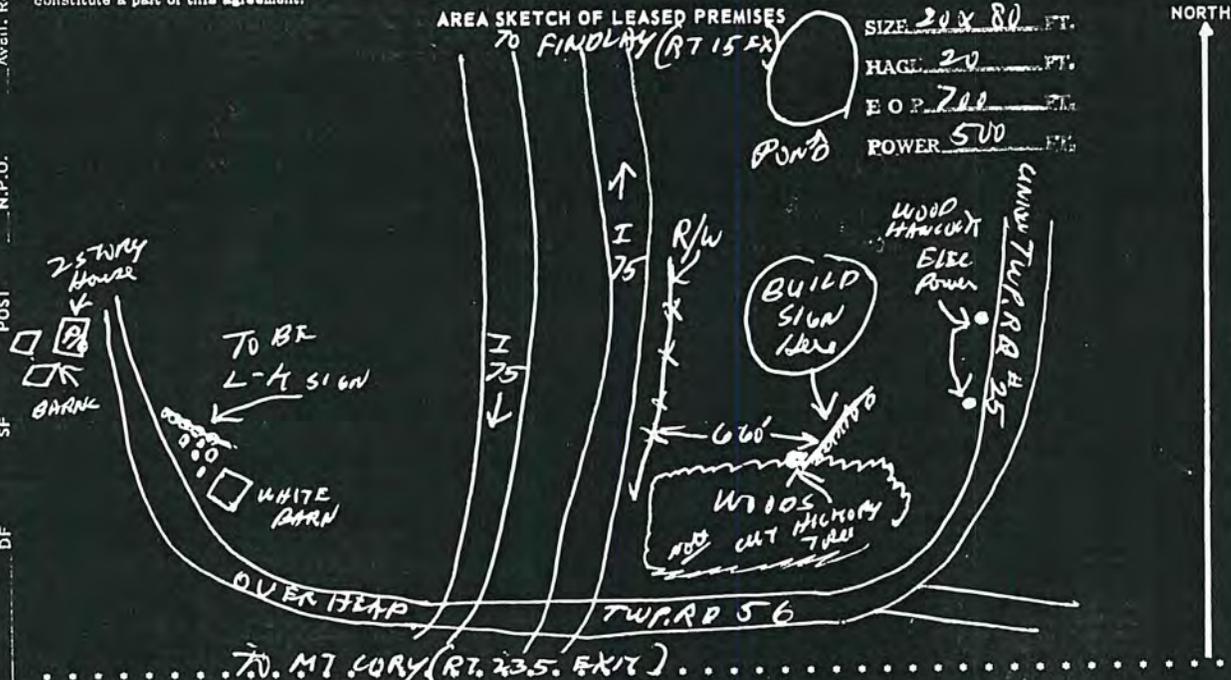
34-032 2-3
Lease # 7010B

THIS AGREEMENT, made this 23 day of JULY, 1970 by and between
KARL and/or TERESA RIEMAN of BLUFFTON, OHIO
hereinafter called the Lessor, and National Advertising Company, of Bedford Park, Illinois, hereinafter called the Lessee.

WITNESSETH:

1. The Lessor hereby leases unto the Lessee, and the Lessee hereby leases from the Lessor, the use and possession of the portion to be occupied of the following described premises, for the purposes of erecting and maintaining advertising displays (painted, reflectorized, printed, illuminated, or otherwise), including necessary structures, devices, power poles and connections.
2. The property herein demised is located about 1.70 miles N-E-S-W of Rt. 235 (Mt. Cory Exit) on the N-E-S-W side of Route # I-75 for display(s) facing N-E-S-W, such leased property being part of the Lessor's property situated in the Township of UNION, County of HANCOCK, State of OHIO. (If Legal Description is required, see reverse side hereof.)
3. The term of this lease shall commence on SEPT. 1, 1970, and, unless terminated earlier in the manner hereinafter set forth, shall continue for an initial term of ten years from the first day of the first month following erection of the advertising display(s) (hereinafter called "the effective date"), and shall continue thereafter, from year to year, on the same terms, until terminated as of any subsequent anniversary of the effective date by written notice of termination given not less than sixty days prior to such anniversary date by either the Lessor or Lessee.
4. In consideration of the foregoing and the mutual promises herein contained, the Lessee agrees to pay the Lessor at the rate of \$ 50.00 per year for such periods of time as the display(s) contemplated hereunder is(are) not in advertising position, and at the rate of \$ 500.00 per year for such periods of time as the display(s) contemplated hereunder is(are) in position. Such yearly rental is to be paid in advance (subject to a 80 day delay for processing) with supplementary adjustments to be made promptly when the advertising status of the display(s) is changed. When feasible, the payment date will be adjusted to coincide with an anniversary of the effective date.
5. ADDITIONAL PROVISIONS. The provisions printed on the reverse hereof are hereby incorporated herein by specific reference thereto and constitute a part of this agreement.

AREA SKETCH OF LEASED PREMISES



Executed by Lessor in the presence of:

Teresa Riemann

KARL and/or TERESA RIEMAN
(Print Lessor's Name)

APPROVED: Edith M. Clark WITNESS
(If applicable)

By: Karl J. Riemann
(Signature)

Accepted by:
NATIONAL ADVERTISING COMPANY, LESSEE

R#1
(Mailing Address)
BLUFFTON, OHIO 45817
(City, County, State)

By: [Signature]

Advertiser: ZEPHCO
Program:
Reloc. Avail. Erect: N.P.O.
App. or Permit No.: Avail. Reloc.
Comm. Agry. Ind. - Res.

STANDARD LEASE AGREEMENT
Form #658 S, B, Revised 1/68

- 6. In the event of any change of ownership of the property hereby leased, the Lessor agrees to notify the Lessee promptly of such change, and the Lessor also 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.
- 7. Unless specifically stated otherwise herein, the Lessor represents and warrants that he is either the Owner or the Agent of the Owner of the property herein demised, and that he has full authority to enter into this lease. The Lessor covenants and warrants that if the Lessee shall pay the rental as herein provided and shall keep and perform the other covenants herein stated, the Lessee shall and may, peaceably and quietly have, hold and enjoy the use of the premises herein demised for the term of this lease, such use to include access to the site over any lands under the control of the Lessor.
- 8. Neither the Lessor nor the Lessee shall be bound by any agreement or representation, expressed or implied, not contained herein. This lease shall be deemed to have been accepted and its terms enforceable only upon the acceptance hereof by the Lessee in the space provided. Following such acceptance, it shall inure to the benefit of and be binding upon the parties hereto and to their respective tenants, heirs, successors, personal representatives, executors, administrators, and assigns.
- 9. In the event that the portion of the Lessor's property occupied by the Lessee's displays is to be improved by permanent construction or remodeling, as evidenced by a building permit, requiring removal of the Lessee's displays, the Lessor may terminate this lease upon giving the Lessee ninety (90) days written notice of termination, together with a copy of the building permit, sent by registered mail to either the Lessee's Home Office or the Branch Office listed, and upon the Lessor's refunding to the Lessee the rent previously paid for the unexpired portion of this lease beyond the termination date. The Lessee agrees to remove its displays within the 90 day period. If the Lessor does not commence the construction or remodeling within ninety (90) days after the displays have been removed, the Lessee may, at its option, reinstate this lease by written notice to the Lessor, and if so reinstated, the Lessor agrees to reimburse the Lessee for its reasonable expenses in the removing and replacing of the Lessee's displays on the Lessor's property.
- 10. If at any time the highway view of the Lessee's displays is obstructed or obscured, or the advertising value of the displays is impaired or diminished, or the use or installation of such displays is prevented or restricted by law or by the Lessee's inability to obtain any necessary permits or licenses, or if the Lessee is unable, for any period of ninety (90) consecutive days or more, to secure and maintain a suitable advertising contract for the displays, or if there occurs a diversion of traffic from, or a change in the direction of traffic on highways leading past the Lessee's displays, the Lessee may, at its option, terminate this lease by giving the Lessor fifteen (15) days written notice, and the Lessor agrees to refund to the Lessee the rent previously paid for the unexpired portion of this lease. If any of the conditions described in this paragraph shall at any time temporarily exist, then the Lessee may, at its option, instead of terminating this lease, be entitled to an abatement of rent payable hereunder during the period such conditions or any of them exist, and to the refund of any rent paid in advance for the period of such abatement.
- 11. All structures, displays and materials placed upon the said property by the Lessee are Lessor's trade fixtures and equipment, and shall be and remain the Lessee's property, and may be removed by the Lessee at any time prior to or within a reasonable time after the termination of this lease or any extension thereof. The Lessor agrees to allow the Lessee full access to the property occupied by the displays for the purpose of erecting, maintaining, changing or removing the displays at any time.
- 12. The Lessor agrees not to erect or permit any other party to erect any advertising displays or other advertising matter on any property owned or controlled by the Lessor within a radius of six hundred (600) feet of Lessee's displays, nor to permit any other obstruction to partially or completely obscure the normal highway view of said displays, and the Lessee is hereby authorized to remove any such other advertising display or other obstruction at its option.
- 13. The Lessee agrees to save the Lessor harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the Lessee's agents or employees in the construction, maintenance, repair, change or removal of the Lessee's displays on the property, and agrees to carry, at its own cost and expense, adequate public liability insurance covering any such contingency so long as this lease shall remain in effect. The Lessor agrees to save the Lessee harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the Lessor.

LEGAL DESCRIPTION OF LEASED PREMISES (for recording purposes): SOUTH WEST 1/4 OF
SECTION (26), TOWNSHIP (1) SOUTH, RANGE
(X) EAST CONTAINING 160 ACRES MORE OR LESS
9 SPAGE FOR 1 SIGN

Stat. of Ohio ss.
 County of Allen
 On this 23rd day of July, 1970, before me, ETHEL M. CLARK
 (Print Name of Notary)
Ruth L. Riemer known to me (or satisfactorily
 proven) to be the person whose name is subscribed to the above instrument, and being informed of the contents of said instrument, acknowledged that
 he or she executed the same for the uses and purposes herein contained.
 In witness whereof, I have hereunto set my hand and official seal.



Ethel M. Clark
 (Signature of Officer)
Notary Public
 (Title of Officer)

FILED FOR RECORD
September 25, 1970
 At 9:25 o'clock P M
 Recorded September 25, 1970
 In Hancock County, Ohio
 Record of Leased Contracts
 Book 56 Page 363
Waldo C. Frank
 Recorder
 Fee \$ 3.00

My Commission Expires 11-22 1971

PREPARED BY: J.C. Williams
 345678

56/323

2149

323

Standard Lease Agreement

INTERSTATE DISPLAYS, INC.

BOX 65
SIDNEY, OHIO 45365

THIS LEASE AGREEMENT made this 26 day of June, 1970; by and between KARL RIEMAN of RR#1-BLUFFTON, O., hereinafter called the Lessor, and Interstate Displays, Inc., hereinafter called the Lessee,

WITNESSETH:

1. The Lessor hereby leases unto the Lessee and the Lessee hereby leases from the Lessor, the use of the following described premises, for the purposes of erecting and maintaining an advertising display (painted, reflectorized, printed, illuminated, or otherwise), including necessary structures, devices and connections and an easement to erect and maintain an electric line, with necessary appurtenances, over said premises, if needed, provided said electric line and appurtenances will not unnecessarily interfere with any other buildings or structures on said premises.

2. The property herein demised is located about 1/4 miles N-E-S-W of MT CORY, on the N-E-S-W side of Route I-75 described as being bounded on the North by A BARBER, South by I-75, East by C. Sleater, and West by Twp Rd 56, such leased property being part of the Lessor's property situated in the Township of UNION, County of HANCOCK, State of OHIO, more particularly described as: (Give legal description) Being that part of Range 9, Town 1, & Section 26 (SW 1/4) more particularly described on the back of this lease.

3. The preliminary term of this lease shall commence on the signing of this lease and continue until sign construction is completed. The full term of this lease shall commence upon completion of sign construction, at which time the ten year period of lease commences, hereinafter called the "effective date", and shall continue for an initial term of ten years (unless terminated earlier in the manner hereinafter set forth) and thereafter from year to year, on the same terms, until terminated as of any subsequent anniversary of the effective date by written notice of termination given not less than sixty days prior to such anniversary date by the Lessor or Lessee.

4. In consideration of the foregoing and the mutual promises herein contained, the Lessee agrees to pay the Lessor at the rate of \$3250 per year for such periods of time as the display contemplated hereunder is not in advertising position, herein referred to as the preliminary term, and at the rate of see below per year for such periods of time as the display contemplated hereunder is in position, herein referred to as the full term. Such yearly rental is to be paid in advance.

\$325 / first 3 yrs - \$375 / next 3 yrs - \$425 / next 4 yrs.

5. The Lessor represents and warrants that he is the (OWNER) (TENANT) of the property herein demised, and that he has full authority to enter into this lease. The Lessor covenants and warrants that if the Lessee shall pay the rental as herein provided and shall keep and perform the other covenants herein stated, the Lessee shall and may peaceably and quietly have, hold and enjoy the use of the premises herein demised for the term of this lease.

6. Neither the Lessor nor the Lessee shall be bound by any agreement or representation, expressed or implied, not contained herein. This lease shall be deemed to have been accepted and its terms enforceable only upon the acceptance hereof by the Lessee at the place provided below. Following such acceptance, it shall inure to the benefit of and be binding upon the parties hereto and to their respective tenants, heirs, successors, personal representatives, executors, administrators, and assigns.

7. ADDITIONAL PROVISIONS. The provisions printed on the reverse hereof are hereby incorporated herein by specific reference thereto and constitute a part of this agreement.

Executed by the Lessor in the presence of:

Dorothy M. Eastman
David Reichmbach

KARL RIEMAN
(Print Lessor's Name)

By Karl K. Riemann
(Signature)

Accepted by:

INTERSTATE DISPLAYS, INC.
By Ed. Selwamy, Pres.

RR#1 - BLUFFTON, OHIO
(Mailing Address)

(City, County, State)

UNION MT CORY PAWSON LSD

State of OHIO, County of HANCOCK,
I, David Reichmbach, Notary Public,
do hereby certify that on this 26 day of June, 1970, before me, a Notary Public, personally appeared Karl Riemann known to me to be the person whose name is subscribed to the above instrument, and being informed of the contents of said instrument, acknowledged that he or she voluntarily executed the same for the purposes and purposes herein contained.

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

David Reichmbach
(Signature of Officer)
Notary Public

My commission expires June 3, 1972

This Document Prepared by: William W. Milligan, Attorney at Law, Sidney, Ohio

DAVE O. REICHENBACH, NOTARY PUBLIC
for Allen County, Ohio
My commission expires June 3, 1972



323

8. In the event that the portion of the Lessor's property occupied by the Lessee's display is to be improved by permanent construction or remodeling, as evidenced by a building permit, requiring removal of the Lessee's display, the Lessor may terminate this lease upon giving the Lessee ninety days written notice of termination, together with a copy of the building permit, sent by registered mail to the Lessee's office listed, and upon the Lessor's compensating Lessee for any advertising revenues contracted with advertisers and allocated to the balance of term following termination as herein provided. The Lessee agrees to remove its display within the ninety day period. If the Lessor does not commence the construction or remodeling within ninety days after the display has been removed, the Lessee may, at its option, reinstate this lease by written notice to the Lessor, and if so reinstated, the Lessor agrees to reimburse the Lessee for its reasonable expense in the removing and replacing of the Lessee's display on the Lessor's property.

9. In the event of a change of ownership of the above described property upon which the advertising display is erected, the Lessor agrees to notify the Lessee promptly of such change and the Lessor 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. All terms and conditions of this lease will be transferred to the new owner. In event the new owner would desire to terminate this lease, Lessee agrees to do so within sixty days upon receipt of written notice by registered mail from the new owner, with the condition that the new owner shall compensate Lessee for any advertising revenues contracted with advertisers and allocated to the balance of term following termination as provided in this paragraph.

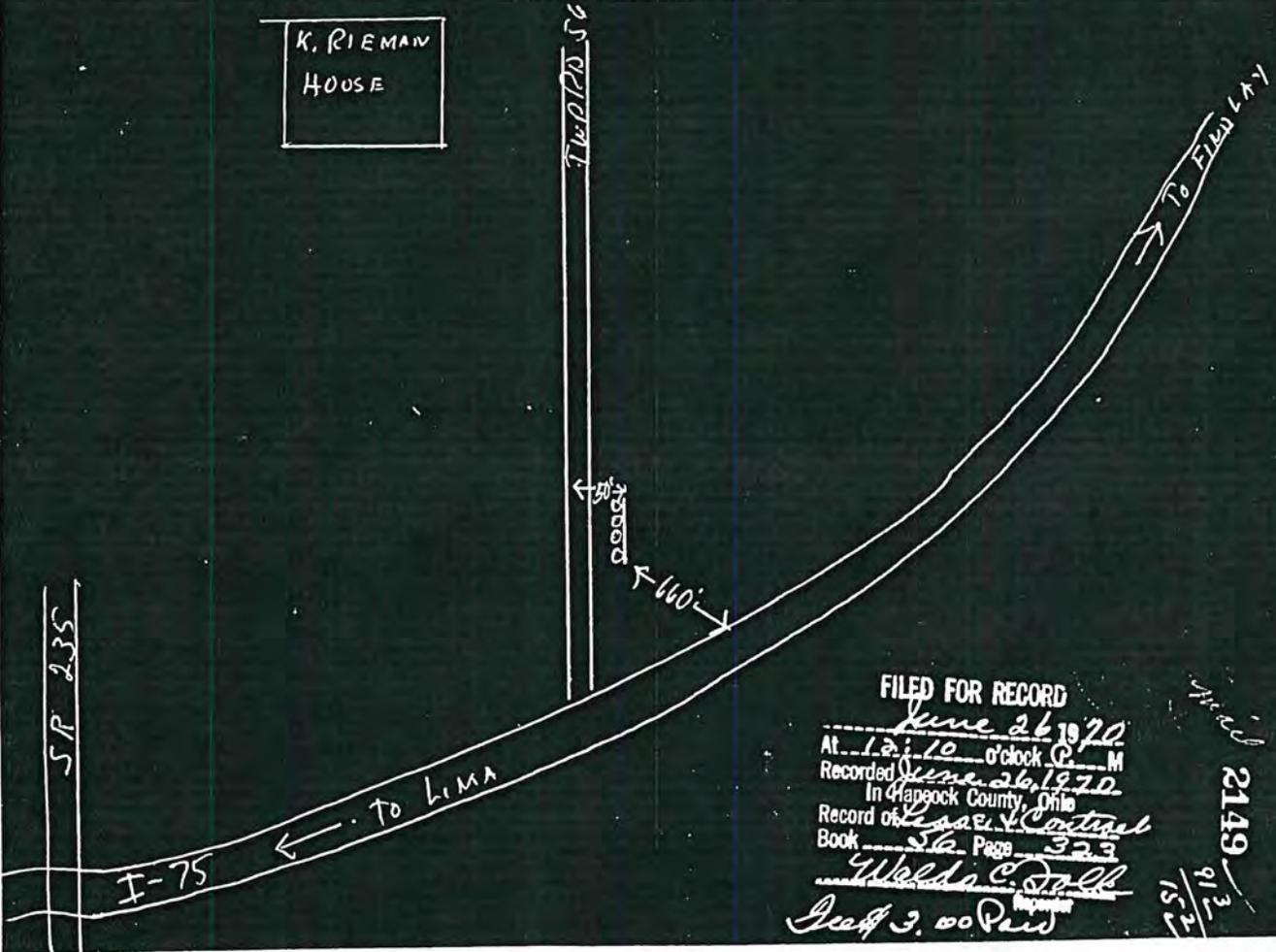
10. If at any time the highway view of the Lessee's display is obstructed or obscured, or the advertising value of the display is impaired or diminished, or the use or installation of such display is prevented or restricted by law or by the Lessee's inability to obtain any necessary permits or licenses, or if the Lessee is unable, for any period of ninety consecutive days or more, to secure and maintain a suitable advertising contract for the display, the Lessee may, at its option, terminate this lease by giving the Lessor fifteen days written notice, and the Lessor agrees to refund to the Lessee the rent previously paid for the unexpired portion of this lease.

11. All structures, displays and materials placed upon the said property by the Lessee shall be and remain the Lessee's property, and may be removed by the Lessee at any time prior to or within a reasonable time after the termination of this lease or any extension thereof. The Lessor agrees to allow the Lessee full access to the property occupied by the display for the purpose of erecting, maintaining, changing or removing the display at any time.

12. The Lessor agrees not to erect or permit any other party to erect any advertising display or other advertising matter on the property owned or controlled by the Lessor within a radius of ^{112.00} ~~100~~ feet of Lessee's display, nor to permit any other obstruction to partially or completely obscure the normal highway view of said display, and the Lessee is hereby authorized to remove any such other advertising display or other obstruction at its option.

13. The Lessee agrees to save the Lessor harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the Lessee's agents or employees in the construction, maintenance, repair, change or removal of the Lessee's display on the property, and agrees to carry, at its own cost and expense, adequate public liability insurance covering any such contingency so long as this lease shall remain in effect. The Lessor agrees to save the Lessee harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the Lessor.

DRAW COMPLETE DIAGRAM BELOW



FILED FOR RECORD
 June 26 1970
 At 12:10 o'clock P. M.
 Recorded June 26, 1970
 in Hancock County, Ohio
 Record of Case & Contract
 Book 56 Page 323
 Welda C. Folk
 Recorder
 Fee \$ 3.00 Paid

2149
 9/3
 15/2

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED Karl L. Rieman
For a good and valuable consideration, the receipt whereof is hereby acknowledged does hereby grant unto the Hancock-Wood Electric Cooperative, Inc., a corporation, whose postoffice address is North Baltimore, Ohio and to its successors or assigns, the right to enter upon the lands of the undersigned situated in HANCOCK County, Union Township, Section 26 Spot 27; State of Ohio, and legally described as follows: SE 1/4 Sec 27 & SW 1/4 Sec 26 T 15 R 9 E

being a tract of land on Road # T 56 approximately 292 acres in area located 2 Miles from the town of MT. CERY and bounded by land owned by A. BARBER, J. L. BROWN, R. N. WISE, C. E. SHERRER and Trc Rd 25, L. CUPPLES and G. MERRISON, for the purposes hereinafter listed. Hancock-Wood Electric Cooperative, Inc., its successors or assigns may place, construct, operate, repair, maintain, relocate and replace thereon or upon or under all streets, roads, highways or alleys, existing or to be built in the future, abutting on or passing through said lands, an electric transmission or distribution line or system, including communication lines. Hancock-Wood Electric Cooperative, Inc. may cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric lines or system or communication lines and to cut down from time to time all dead, weak, leaning or dangerous trees which Hancock-Wood believes might, in falling, strike or damage the electric or communication lines during storms.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and the words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 20th day of February 1970

Signed, sealed and delivered in the presence of:

Karl L. Rieman

Tommy D. Wickard

Hana W. Richards

STATE OF OHIO)
HANCOCK County) ss

BE IT REMEMBERED, that on this 20th day of February 1970 personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Karl Rieman grantor - in the foregoing grant, and acknowledged the execution thereof to be a voluntary act and deed.

IN TESTIMONY WHEREOF: I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Tommy D. Wickard

Hancock County, OHIO



instrument prepared by R. P. Luse

ROSE J. WICKARD, Notary Public
Hancock & Wood Counties, Ohio
My Commission Expires July 5, 1973

RECORDED
4.27.1971
11:25 PM
PAGE 189
Vol 361 Pg 189
December 27, 1971
G. Frank
HOCK COUNTY, OHIO
Giles 200

Mail

This Memorandum of Ground Lease is entered into by and between Karl L. Rieman and Teresa A. Rieman, husband and wife, having a principal mailing address at 16570 Twp. Rd. 56, Bluffton, OH 45817 ("Lessor") and UNISITE, INC., a Delaware corporation, with an office at 3450 Buschwood Park Drive, Suite 250, Tampa, Florida 33618 ("Lessee").

1. Lessor and Lessee entered into a Ground Lease Agreement ("Agreement") for the purpose of constructing, installing, operating and maintaining a wireless communications facility and related improvements. All of the foregoing are set forth in the Ground Lease.

2. The term of the Ground Lease commences on issuance of building permit and ends on 15 yrs. thereafter, with three (3) successive five (5) year options to renew.

3. The Property which is the subject of the Ground Lease is described in Exhibit "A" annexed hereto. The portion of the Property being leased to Lessee ("Premises") is described in Exhibit "B" annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Ground Lease as of the dates written below.

LESSOR:

LESSEE:

By: Karl L. Rieman
Karl L. Rieman
By: Teresa A. Rieman
Teresa A. Rieman
Date: 3/24/00

UNISITE, INC., a Delaware corporation
By: [Signature]
Name: Bill Lovins
Title: Executive Director
Date: 4/27/00

Tax ID No.: 300 32-0177
Witness: [Signature]
Witness: [Signature]

Tax ID No.: BILL LOVINS
Witness: EXECUTIVE DIRECTOR
Date: 4/27/00
[Signature]
[Signature]

STATE OF Ohio)
Cuyahoga COUNTY)

On this 11th day of March, 2000, before me appeared Karl L. Rieman and Teresa A. Rieman to me personally known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn, did say that he/she is the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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.



[Signature]
Notary Public, State of Ohio

My Commission Expires VERNITA S. HANBARGER
[NOTARIAL SEAL] NOTARY PUBLIC, STATE OF OHIO
My Commission Expires April 3, 2001

STATE OF FLORIDA)
HILLSBOROUGH COUNTY)

On this 27 day of April, 2000, before me appeared Bill Lovins to me personally known, who, being by me duly sworn, did say that he is the Exec Director for UNISITE, Inc., a Delaware corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and said Bill Lovins acknowledges said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public, State of Ohio

My Commission Expires: _____
[NOTARIAL SEAL]

Prepared BY: Dan Howe of UNISITE, INC.

03/04/00 Site #FY0360293039
Record and return to: American Tower
3099 E 14th Ave, Columbus, OH 43219
ATTN: Legal Dept

EXHIBIT "A"

Forming a part of the Ground Lease by and between Karl L. Rieman and Teresa A. Rieman, husband and wife as Lessor, and UNISITE, INC., as Lessee

The Property is described and/or depicted as follows as being a part of the parent parcel of:

And known as the Southwest Quarter (1/4) of Section Twenty-six (26) Township One (1) South, Range Nine (9) East, containing 160 acres, and excepting therefrom the following described parcel as appropriated by the State of Ohio in Case No. 32590 and being described as follows:

Beginning at a point on the Section line dividing Sections Twenty-seven (27) and Twenty-six (26), said point being 409.16 feet North 01° 39' 19" East of the Southwest corner of said Section 26 and 150.00 feet left of Station 262 plus 37.09 in said centerline of Survey; thence Northeasterly and along a curve bearing left and having a radius of 12127.67 feet, a distance of 931.10 feet to a point 150.00 feet left of Station 271 plus 79.69 in said centerline of Survey; thence North 47° 20' 00" East, a distance of 2340.79 feet to a point in the North property line of R. Lehr Green, said point being 150.00 feet left of Station 295 plus 20.48 in said centerline of Survey, thence south 87° 48' 30" East along said North property line of R. Lehr Green, a distance of 294.17 feet to a point in the intersection between the North and East property lines of R. Lehr Green, said point being 57.50 feet right of Station 297 plus 29.00 in said centerline of Survey, thence South 01° 54' 31" West along the East property line of R. Lehr Green, a distance of 129.86 feet to a point 150.00 feet right of Station 296 plus 37.86 in said centerline of Survey; thence south 47° 20' 00" West, a distance of 2458.17 feet to a point 150.00 feet right of Station 271 plus 79.69 in said centerline of survey; thence Southwesterly and along a curve bearing right and having a radius of 12427.67 feet, a distance of 1203.09 feet to a point 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey, thence North 01° 39' 19" East along the Section line dividing said Sections 27 and 26, a distance of 387.93 feet to the point of beginning, containing 24.14 acres, more or less.

And containing after said exception 135.86 acres of land, more or less.

EXHIBIT B PAGE 1 OF 2

SURVEYOR'S NOTE
THE BOUNDARY OF THIS SURVEY IS ILLUSTRATED FROM RECORD INFORMATION AND IS APPROXIMATE. THE TOPOGRAPHICAL SURVEY FOR THIS MAP WAS PERFORMED ON MARCH 21, 2000.

ZONING DATA

SUBJECT SITE ZONING: NONE
ADJACENT:
NORTH: NONE
SOUTH: NONE
EAST: NONE
WEST: NONE

SITE INFORMATION

PROPERTY OWNER
KARL L. & TERESA A. RIEMAN
16570 TWP. RD. 56
BLUFFTON, OHIO 45817
419-477-5397

SITE ADDRESS

16570 TWP. RD. 56
BLUFFTON, OHIO 45817
(EXACT ADDRESS TO BE ASSIGNED UPON INSTALLATION OF UTILITIES)

TOWER SETBACKS:

FRONT: N/A
REAR: N/A
SIDES: N/A

LATITUDE & LONGITUDE

LATITUDE AND LONGITUDE OF SITE ARE BASED ON NAD 83
LATITUDE: 40° 55' 26.0" N
LONGITUDE: 83° 48' 12.5" W
GROUND ELEVATION AT TOWER BASE: 829' AMSL

BENCHMARKS

ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM.
BM #1: SPIKE IN POLE
ELEVATION ** 830.91
BM #2 SPIKE IN POLE
ELEVATION ** 829.93

PARENT PARCEL LEGAL DESCRIPTION

THE SOUTHWEST ¼ OF SECTION 25, TOWN 1 SOUTH, RANGE 9 EAST, TOWNSHIP OF UNION, HANCOCK COUNTY, OHIO; EXCEPTING THEREFROM ALL THAT LAND WITHIN THE INTERSTATE 75 RIGHT-OF-WAY AS DESCRIBED IN THE WARRANTY DEED RECORDED IN DEED BOOK 312, PAGE 827, HANCOCK COUNTY RECORDS.
TAX I.D. # 44-001012353

LEASE AREA LEGAL DESCRIPTION

PART OF THE SOUTHWEST ¼ OF SECTION 26, TOWN 1 SOUTH, RANGE 9 EAST, UNION TOWNSHIP, HANCOCK COUNTY, OHIO DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION: THENCE S00°00'00"E ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 2688.07 FEET TO THE WEST ¼ CORNER OF SAID SECTION: THENCE S00°07'09"E A DISTANCE OF 1830.18 FEET ALONG THE CENTERLINE OF TOWNSHIP ROAD 58 (AS OCCUPIED): THENCE N88°59'22"E A DISTANCE OF 38.90 FEET: THENCE S05°15'12"E A DISTANCE OF 185.43 FEET: THENCE S41°15'48"E A DISTANCE OF 141.48 FEET TO THE POINT OF BEGINNING: THENCE N80°00'00"E A DISTANCE OF 73.57 FEET: THENCE S00°00'00"W A DISTANCE OF 100.00 FEET: THENCE S80°00'00"W A DISTANCE OF 100.00 FEET: THENCE N00°00'00"E A DISTANCE OF 100.00 FEET: THENCE N90°00'00"E A DISTANCE OF 25.43 FEET TO THE POINT OF BEGINNING, SAID COMPOUND CONTAINS 10,000 SQUARE FEET.

NOA File No: 9999-002061

30' ACCESS PRIMARY UTILITY EASEMENT

A 30 FOOT WIDE EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWN 1 SOUTH, RANGE 9 EAST, UNION TOWNSHIP, HANCOCK COUNTY, OHIO HAVING A CENTERLINE DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S00°00'00"E ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 2888.07 FEET TO THE WEST 1/4 CORNER OF SAID SECTION; THENCE S00°07'09"E A DISTANCE OF 1630.18 FEET ALONG THE CENTERLINE OF TOWNSHIP ROAD 58 (AS OCCUPIED); THENCE N88°59'22"E A DISTANCE OF 20.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N88°59'22"E A DISTANCE OF 18.80; THENCE S05°15'12"E A DISTANCE OF 183.43 FEET; THENCE S41°15'48"E A DISTANCE OF 141.49 FEET TO THE POINT OF ENDING; THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO TERMINATE AT THE NORTH LINE OF THE ABOVE DESCRIBED LEASE SITE.

HANCOCK COUNTY - RECORDERS OFFICE
Recorded 11/15/2000 at 10:26:55
No. 2000-00014465 1 of 4 Pgs
Fee Amt: 22.00
ANITA M. MUSGRAVE, RECORDER

200600000881
LANDAMERICA COMMERCIAL SERVICES -GS
101 GATEWAY CENTRE PKWY
RICHMOND, VA 23235-5153

Instrument Book Page
200600000881 DR 2285 860

Prepared by and return to:
Timothy J. Culver, Esq.
Global Tower Partners
1801 Clint Moore Road, Suite 215
Boca Raton, FL 33487

GTP Site ID: OH-5013
GTP Site Name: Rleman

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into as of September 3, 2005, by and among Global Tower, LLC, a Delaware limited liability company ("Seller") and GTP Acquisition Partners II, LLC, a Delaware limited liability company ("Purchaser") and wholly owned subsidiary of Seller.

WITNESSETH

WHEREAS, the Contribution Agreement dated as of September 1, 2005 (the "Contribution Agreement", with capitalized terms used herein without definition having the meanings set forth therein), by and between Purchaser and Seller provides for the purchase by Purchaser from Seller of the Tower Assets; and

WHEREAS, the Contribution Agreement provides Seller will assign all of its interest in the real property lease described on Exhibit A (the "Lease") to Purchaser.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Contribution Agreement, Purchaser and Seller, intending to be legally bound, agree as follows:

1. Assignment of Lease. Seller hereby assigns to Purchaser all of Seller's right, title and interest in, to and under the Lease.

6

2. Acceptance and Assumption of Lease. Purchaser hereby accepts the assignment of the Lease and expressly assumes and covenants in favor of Seller and the lessor under the Lease (the "Lessor") to perform, as and when due, all obligations of Seller accruing, arising out of, or relating to events or occurrences from and after the Closing Date under the Lease.

3. Contribution Agreement Controls. Nothing in this Assignment shall be deemed to expand or diminish the scope of the rights of any party to the Contribution Agreement that are contained in the Contribution Agreement. If there is conflict or an apparent conflict between the provisions of this Assignment and the provisions of the Contribution Agreement, the provisions of the Contribution Agreement shall control.

4. Counterparts; Facsimile Signatures. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Facsimile signatures on this Assignment shall be deemed to be original signatures.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Further Assurances. Seller and Purchaser agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intents of this Assignment and the transactions contemplated hereby.

[Signature page follows]

[Signature page to Assignment and Assumption of Lease]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment to be effective as of the date first above written.

Seller:

GLOBAL TOWER, LLC
A Delaware limited liability company

By: *M.C.G.*
Name: Marc C. Ganzi
Title: Chief Executive Officer

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, *Cynthia H. Reiss*, a Notary Public of *Broward* County and State of Florida, do hereby certify that Marc C. Ganzi personally came before me and acknowledged that he is Chief Executive Officer of GLOBAL TOWER, LLC, and that, as Chief Executive Officer, being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal this *20th* day of September, 2005.

Cynthia H. Reiss
Notary Public
Print Name: _____
My Commission Expires: _____



Cynthia H. Reiss
Commission #DD322701
Expires: May 24, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

[NOTARY SEAL]

Purchaser:

GTP ACQUISITION PARTNERS II, LLC
A Delaware limited liability company

By: M.C.G.
Marc C. Ganzi, Chief Executive Officer

STATE OF Florida
COUNTY OF Palm Beach

I, Cynthia H. Reiss, a Notary Public of Broward County and State of New York, do hereby certify that Marc C. Ganzi personally came before me and acknowledged that he is Chief Executive Officer of GTP ACQUISITION PARTNERS II, LLC, and that, as Chief Executive Officer, being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal this 30th day of September, 2005.

Cynthia H. Reiss
Notary Public
Print Name: _____
My Commission Expires: _____



Cynthia H. Reiss
Commission #DD322701
Expires: May 24, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

[NOTARY SEAL]

Instrument Book Page
200600000881 OR 2285 864

Schedule A
Ground Lease Description

Site Name: Rieman
Seller Site Number: 93039
Buyer Site Number: 189

That certain Lease Agreement dated July 10, 2001 between Karl L. Rieman and Teresa A. Rieman "Landlord" and Unisite, Inc. "Tenant", as amended.

OH-5013

Instrument Book Page
20060000881 DR 2285 865

Schedule B
Real Property Description

Real Property Description

Part of the southwest ¼ of section 26, town 1 south, range 9 east, Union Township,
Hancock County, Ohio.

20060000881
Filed for Record in
HANCOCK COUNTY OHIO
ANITA M MUSGRAVE
01-24-2006 At 10:49 am.
LEASE 60.00
DR Book 2285 Page 860 - 865

Mail

Instrument Book Page
200100031704 OR 2115 1842

Return to:
UNIsite, Inc.
1101 Perimeter Drive, Ste. 225
Schaumburg, IL 60173
Attn: Law Department

STATE OF OHIO

COUNTY OF HANCOCK

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 1 day of JULY, 2001, by and between **Karl L. Riegan and Teresa A. Riegan**, husband and wife ("Landlord"), whose mailing address is 16570 Twp. Rd. 56, Bluffton, OH 45817, and **UNIsite, Inc.**, a Delaware corporation ("Tenant"), whose mailing address is 1101 Perimeter Drive, Ste. 225, Schaumburg, IL 60173.

1 WHEREAS, Landlord and Tenant executed and entered into a Lease Agreement (the "Lease") dated JULY, 2001, for the purpose of constructing certain improvements on the Premises (as hereinafter defined).

WHEREAS, the parties wish to provide a memorandum of the Lease, to supplement the description of the Premises (as hereinafter defined), and to provide for a commencement date under the Lease.

NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Lease Term.** The term of the Lease shall be fifty (50) years ("Term") commencing on JULY 1, 2001 ("the Commencement Date").

2. **Premises.** Subject to the terms of the Lease, as may be amended from time to time, Landlord has leased to Tenant the real property described on Exhibit "A" attached hereto (the "Premises") and Landlord has granted unto Tenant easements for ingress, egress, utilities, and appurtenances over that real property also described in Exhibit "A" attached hereto (the "Easement"). In addition, Landlord has granted to Tenant the non-exclusive right to use certain portions of Landlord's other real property which is contiguous to the Premises.

3. **Notices.** All notices hereunder must be in writing and shall be deemed validly given when delivered by hand, by nationally recognized overnight express delivery service or by First Class United States mail, certified, return receipt requested, addressed as follows:

Tenant:
UNIsite, Inc.
1101 Perimeter Drive, Ste. 225
Schaumburg, IL 60173
Attn: Law Department

With a copy to:
American Tower
116 Huntington Avenue
Boston, MA 02116
ATTN: Real Estate Department

Site Name: Riegan
Site No.: OH 93039
ver051127CobLease

Landlord:
Karl L. & Teresa A. Rieman
16570 Twp. Rd. 56
Bluffton, OH 45817

4. **Right of First Refusal and Option to Purchase.** Subject to the terms and conditions set forth in the Lease, Landlord has granted to Tenant an option to Purchase the Premises and the Easements upon expiration of the Lease and a right of first refusal to purchase the Premises, the Easements or Landlord's other real property contiguous to the Premises upon the occurrence of certain events.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

Landlord:

Karl L. Rieman and Teresa A. Rieman

Witness: Steve J. Stechschulte Karl L. Rieman
Printed Name: STEVE J. STECHSCHULTE Name: Karl L. Rieman

Witness: Down M. Ballinger
Printed Name: Down M. Ballinger

Witness: Steve J. Stechschulte Teresa A. Rieman
Printed Name: STEVE J. STECHSCHULTE Name: Teresa A. Rieman

Witness: Down M. Ballinger
Printed Name: Down M. Ballinger

Tenant:

UNIsite, Inc.
A Delaware corporation

By: [Signature]
John A. Peterman
Vice President/General Manager
Midwest Region

Witness: Tracy Ratis
Printed Name: TRACY RATIO

Witness: Loisida Taylor
Printed Name: Loisida Taylor

This instrument was prepared by and
After recording return to:
American Tower Corp.
1101 Perimeter Drive, Suite 225
Schaumburg, IL 60173
Attn: Legal Department

Site Name: Rieman
Site No.: OH 93039
ver001127CapLease

Landlord NOTARY BLOCK

STATE OF OHIO

COUNTY OF ALLEN

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Karl L. Rieman and Teresa A. Rieman, 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 Bluffton, OH this 21 day of JUNE, 2001.

[Signature]
Notary Public

My commission expires:

STEVE J. STECHSCHULTE
Notary Public, State of Ohio
My Commission Expires 9/27/05



Tenant NOTARY BLOCK

STATE OF ILLINOIS

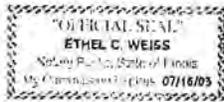
COUNTY OF COOK

Ethel C. Weiss, Notary Public for said County and State, do hereby certify that John J. Peterman personally known to me to be the Vice President/General Manager of UNIsite, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Schaumburg, Illinois this 10 day of July, 2001.

Ethel C. Weiss
Notary Public

My commission expires:



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this 30 day of June, 2001 ("Commencement Date") between **Karl L. Rieman and Teresa A. Rieman**, husband and wife, their successors and assigns ("Landlord"), and **UNIsite, Inc.**, a Delaware corporation, its successors and assigns ("Tenant").

1. **Description and Lease of Leased Premises** Landlord is the owner of certain real property located in Hancock County, State of Ohio ("Property"). Landlord leases to Tenant a portion of such real property together with irrevocable, nonexclusive and unconditional rights-of-way and appurtenant easements for ingress, egress, regress, and utilities, which is known as Twp. Rd. 56, Bluffton, Ohio 45817 (said real property and easements being collectively referred to as the "Leased Premises"). Said Leased Premises is more specifically described in and substantially shown on **Exhibit A** attached hereto and made a part hereof for all purposes. Tenant shall have the right, but not the obligation, to improve the easements by any means chosen by the Tenant. Landlord and Tenant hereby agree that after completion of a survey of the **Leased Premises**, including the easements, (and an as-built survey, if desired by Tenant) **Exhibit B** shall constitute the determinative description of the Leased Premises. Landlord agrees to fully cooperate with and assist Tenant in any way in obtaining any additional easements or consents required from any adjoining or adjacent property owners or other parties, if necessary for Tenant to have adequate ingress, egress, regress and utility service to the Leased Premises.

2. **Term** This Agreement shall be for a term of **fifty (50) years** beginning on the Commencement Date ("Term"). In the event that Tenant holds over at the expiration of such Term, this Agreement shall be extended on an annual basis and Tenant shall pay to Landlord rent on an annual basis at an amount equal to the fair market value of similar leased space in the geographic area where the Leased Premises are located.

3. **Rental** Tenant shall pay Landlord as consideration for the Term, the annual sums for each five (5) year period of the Term as are set forth in the table below ("Rent"), which shall be paid in 12 equal monthly installments. The first installment shall be due within thirty (30) days following the later of: a) the Commencement Date; or b) the receipt by Tenant of a Memorandum of Lease which has been fully executed by Landlord. Each subsequent monthly installment shall be due on the first day of each month during the lease year. The annual rent for the initial and each successive five (5) year period shall be as follows:

<u>Rental Escalation</u>	<u>Annual Rental</u>	<u>Rental Escalation</u>	<u>Annual Rental</u>
Years 1-5	\$7,200.00	Years 26-30	\$12,688.86
Years 6-10	\$8,064.00	Years 31-35	\$14,211.52
Years 11-15	\$9,031.68	Years 36-40	\$15,916.91
Years 16-20	\$10,115.48	Years 41-45	\$17,826.93
Years 21-25	\$11,329.34	Years 46-50	\$19,966.17

4. **Use** Tenant may use the Leased Premises, and Landlord consents to the use of the Leased Premises, for any legal purpose including without limitation the construction, operation, maintenance, demolition, reconstruction, restoration or replacement of a multi-use communications facility and uses incidental thereto, which facility may consist of such buildings as are necessary to house communications equipment, antenna support structures of sufficient height, as determined by Tenant, now or in the future to meet Tenant's needs and all necessary appurtenances, a security fence of chain link or comparable construction which may, at Tenant's sole option, be placed around the outside of the perimeter of the **Leased Premises**, or additional improvements (collectively, "Improvements") at any time during the Term of this Agreement.

fence on leased premises

5. **Government Approvals** Landlord acknowledges that Tenant may be required to obtain and maintain certain certificates, permits, licenses or other approvals from federal, state or local

authorities for its intended use of the Leased Premises ("Government Approvals"). If requested by Tenant, any such applications may be filed with respect to not only the Leased Premises, but also the Property, the Easements, and Landlord's contiguous property. Landlord agrees to cooperate with Tenant in all respects in connection with its effort to obtain and maintain in effect all Government Approvals required by governmental authorities for Tenant's use of the Leased Premises. Tenant will perform all other acts and bear all expenses associated with any other procedure necessary to obtain such Government Approvals for the Leased Premises deemed necessary by Tenant. Landlord agrees not to register any written or verbal opposition to any such procedures and to execute in a timely manner any documentation required throughout the term of this Agreement with respect to Governmental Approvals.

6. Waiver of Damages. Neither Landlord nor Tenant shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts or omissions of other licensees or tower users occupying the Improvements or vandalism or for any structural or power failures or destruction or damage to the Improvements except to the extent caused by the negligence or willful misconduct of such party. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO THE OTHER FOR, AND LANDLORD AND TENANT EACH HEREBY WAIVE THE RIGHT TO RECOVER, INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

7. Taxes Tenant shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against the improvements constructed by Tenant on the Leased Premises. Landlord shall pay all other ad valorem or other real property taxes levied against the Leased Premises, the Property and the Easements on or before the date such taxes become delinquent. Tenant may, at Tenant's sole option, pay any delinquent taxes levied against the Property, the Leased Premises or the Easements and then (a) deduct any amount paid from future rents due, or (b) collect said taxes from Landlord by any lawful means.

8. Termination In addition to other rights of termination Tenant may have under this Agreement, Tenant shall have the right to terminate this Agreement by written notice to Landlord should Landlord breach any material term or covenant in this Agreement or fail to perform any obligation under this Agreement, and such breach continues uncured sixty (60) days following receipt of written notice. Upon such termination, this Agreement shall become null and void and Landlord and Tenant shall have no further obligations to each other, other than Tenant's obligation to remove its property as hereinafter provided and obligations of either party which expressly or by their nature survive the expiration or termination of this Agreement.

9. Removal of Improvements Notwithstanding any contrary provision of statutory or common law, title to all improvements erected, constructed or installed by Tenant on the Leased Premises shall remain with Tenant, and all improvements erected, constructed or installed by Tenant shall at all times be and remain the property of Tenant, regardless of whether such improvements are attached or affixed to the Leased Premises. If, at the end of the Term, Tenant elects to not exercise its option to purchase as set forth in Paragraph 11 below, Tenant shall, within one hundred eighty (180) days, remove all improvements, fixtures and personal property erected, constructed or installed on the Leased Premises by Tenant and restore the Leased Premises to its original above grade condition, reasonable wear and tear, damage by storm, fire, lightning, earthquake and other conditions beyond Tenant's reasonable control excepted.

10. Right of First Refusal During the Term of this Agreement, Landlord shall, prior to transferring any real property interest in the Leased Premises, the Easements or the Property, notify Tenant in writing of the sale price and terms offered by or to a third party, together with a copy of the offer by or to the third party. Tenant shall have the right of first refusal to acquire the real property interest being sold by Landlord on the same terms and conditions (or cash equivalent terms, if a property exchange is proposed) or only the Leased Premises and the Easements, the purchase price of which shall be determined by multiplying the purchase price for the entire property by a fraction the numerator of which shall be the area of the Leased Premises and the Easements and the denominator of which shall be the total area of the real property to be sold by Landlord. Tenant shall give Landlord notice of its intention to acquire the same within thirty (30) days of receipt of Landlord's notice. If Tenant gives no such notice of

its intention to purchase the real property interest, Landlord may sell the real property interest to the third party on the stated terms and price, as long as such sale is made subject to the terms of this Agreement. Upon the sale of the Leased Premises and Easements, or any portion thereof, to a third party, Landlord shall immediately notify Tenant in writing of such sale, with the name and address of the purchaser.

11. Option to Purchase At the end of the Term, Tenant may, at its sole option, purchase the Leased Premises in fee simple for a purchase price up to ten percent (10%) of the then current fair market value of the Leased Premises. Transfer of the Leased Premises shall be by general warranty deed in a form acceptable to Tenant which shall convey the Leased Premises and a perpetual right to the Easements to Tenant free and clear of all liens, encumbrances, restrictions, rights-of-way, covenants, conditions and security interests of any type.

12. Non-Interference During the Term of this Agreement, Landlord will not grant a license, a lease or transfer or convey any other interest in Landlord's real property to any party for the purposes of building or operating (1) a communications facility, or (2) a physical structure or device which would interfere, in Tenant's sole judgment, with the radio frequencies of Tenant's Communications Facility. The provisions of this Paragraph 12 shall be a covenant running with the land, and shall be binding upon Landlord, and Landlord's successors and assigns for the full term of this Agreement and any extension and renewal hereof.

13. Quiet Enjoyment The Landlord hereby covenants that the Tenant is seized and possessed of a valid leasehold estate in and to the Leased Premises, that the Tenant shall have quiet and peaceable possession of the Leased Premises, free from all encumbrances, that the Landlord shall defend title to the Leased Premises for and on behalf of the Tenant, and shall take no action which will adversely affect Tenant's rights hereunder, and that the Landlord shall provide such further assurances of title as may be necessary or appropriate. If the foregoing covenant of quiet possession shall be breached, the Landlord shall be liable to the Tenant for all damages incurred as a result of such breach.

14. Assignment and Subleasing This Agreement may be freely sold, assigned or transferred at any time by Tenant so long as any such assignee agrees to assume Tenant's obligations hereunder. Upon any such assignment, Tenant shall be released from any further obligations hereunder accruing from or after the date of any such assignment. Tenant may freely sublease all or any part of the Leased Premises, including, but not limited to, ground space and tower space, and said sublessees may use the easements for ingress, egress, regress and utilities.

15. Condemnation If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall, at Tenant's sole option, cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between Landlord and Tenant as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Landlord and Tenant hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect Tenant's right to an award of compensation from any condemnation proceeding for the taking of Tenant's leasehold interest hereunder or for the taking of Tenant's improvements, fixtures, equipment and personal property.

16. Damage or Destruction

- (a) Landlord acknowledges and agrees that it is extremely important that Tenant maintain continuous operation of its communications facility on the Leased Premises. Therefore, in the event of any damage to or destruction of the Leased Premises, or any condemnation thereof, or any governmental order requiring removal of the Improvements, which renders Tenant's Improvements or Tenant's Customers' equipment inoperable or unusable, Tenant and Tenant's Customers shall have the right, at its option, to construct or install temporary facilities, including temporary or replacement antennas, if necessary, on the Leased Premises or on Landlord's contiguous property, in such location as may be approved by Landlord, which approval will not be unreasonably conditioned, delayed or withheld, and in a manner which will not interfere with any repair or reconstruction efforts, in order to continue operation of the Improvements. Landlord shall allow Tenant and

Tenant's Customers to install such additional equipment and fixtures, including without limiting the generality of the foregoing, antennas, cables and wires, and shall permit Tenant and Tenant's Customers access, construction, repair and maintenance rights as may be necessary to allow Tenant to operate and maintain such temporary facilities until the Leased Premises have been sufficiently repaired to permit Tenant to use the Improvements on the Leased Premises, or until a substitute permanent location acceptable to Landlord and Tenant has been agreed upon, and construction of such substitute permanent facility has been completed.

- (b) If the Leased Premises is repaired, Tenant shall have the right to construct and install replacement Improvements in and on the repaired Leased Premises. It is the intention of the parties that Tenant shall be able to maintain continuous operation and use of the Improvements throughout the Term, at the same or substantially the same site where the Leased Premises is currently located.

17. Subordination At Landlord's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by Landlord which now or hereafter may encumber the Leased Premises, provided, however, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with Tenant, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of Landlord's interest in the Leased Premises, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of Tenant hereunder, and this Agreement shall continue in full force and Tenant shall have the right to continue its use and occupancy of the Leased Premises in accordance with the provisions of this Agreement as long as Tenant is not in material default of this Agreement beyond applicable notice and cure periods. Tenant shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Leased Premises is encumbered by a deed to secure debt or mortgage on the Commencement Date, Tenant shall furnish to Landlord a subordination, non-disturbance and attornment agreement ("SNDA"), and Landlord shall use Landlord's best efforts to return to Tenant such SNDA executed in recordable form by the holder of each deed to secure debt or mortgage, no later than ten (10) days after receipt of such SNDA.

18. Title Insurance Tenant, at Tenant's option and sole expense, may obtain a title insurance policy, title commitment, title report, abstract, or any other reports to insure the suitability of the Leased Premises for lease. Landlord agrees to fully cooperate with Tenant's efforts to obtain the above-mentioned documents or obtain requested documentation as required by the title insurance company. If Landlord fails to provide requested documentation within thirty (30) days of Tenant's request, or fails to use Landlord's best efforts to timely provide any SNDA required in the Subordination Section of the Agreement, Tenant, at Tenant's option, may withhold and accrue the rental or any prorated portion thereof until such time as all such documentation is received by Tenant.

19. Environmental Laws

Landlord hereby makes the following representations and warranties to Tenant, for the benefit of Tenant:

- (a) Landlord has obtained all permits, licenses and other authorizations, if any, which are required under Environmental Laws, as defined below, and Landlord is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, notifications, schedules and timetables contained in Environmental Laws;
- (b) Landlord is not aware of, and has not received notice of, the disposal or release or presence of Hazardous Substances, as defined below, on the Leased Premises or easements or any property owned by Landlord that is adjoining or adjacent to the Leased Premises or the easements or of any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance on the part of Landlord in any material respect with any Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the

- basis of any material claim, action, demand, suit, lien, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Substance;
- (c) The Leased Premises, including the easements, and all property owned by Landlord that is within one mile of the Leased Premises or the easements are free from Hazardous Substances; and
 - (d) There is not pending, or, to the best of Landlord's knowledge, threatened against Landlord, and Landlord knows of no facts or circumstances that might give rise to any civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, environmental lien, investigation, or proceeding relating in any way to Environmental Laws.

As used herein, the following terms shall have the following meanings:

- (a) "Environmental Laws" shall mean all federal, state, local and foreign laws relating to pollution or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of any Hazardous Substance into the environment (including without limitation, ambient air, surface water, ground water or land), or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances and any and all regulations, codes, standards, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder.
- (b) "Hazardous Substances" shall mean any pollutant, contaminant, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law, including, without limiting the generality of the foregoing, asbestos, PBS, petroleum products (including crude oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas) or any other substance defined as a "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "hazardous material," "hazardous chemical," "hazardous waste," "regulated substance," "toxic chemical," "toxic substance," or other similar term in any Environment Law.

20. Opportunity to Cure If Tenant shall fail to pay any rental or other amounts payable under this Agreement when due, or if Tenant should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against Tenant on account thereof, Landlord shall first provide Tenant with written notice of the failure and provide Tenant with a thirty (30) day period following receipt of such notice to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period following receipt of such notice to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder and is not capable of being cured within a sixty (60) day period, Tenant shall be afforded a reasonable period of time to cure the failure provided that Tenant promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

21. Governing Law This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the state in which the Leased Premises is located.

22. Notices All notices hereunder must be in writing and shall be deemed validly given when delivered by hand, by nationally recognized overnight express delivery service or by First Class United States mail, certified, return receipt requested, addressed as follows:

Landlord: Karl L. & Teresa A. Rieman
16570 Twp. Rd. 56
Bluffton, OH 45817
(419) 477-5397

Tenant: UNIsite, Inc.
1101 Perimeter Drive, Suite 225
Schaumburg, IL 60173
Attn: Legal Department

Any notice or other communication mailed as herein provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date received, if sent by overnight express delivery or if sent by U.S. mail. The parties may substitute recipient's name and address by giving at least ten (10) days notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address, of which no notice was given, shall be deemed to be receipt of any such notice.

23. Binding Effect This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Landlord and Tenant and shall constitute covenants running with the land.

24. Miscellaneous Except as set forth in this Agreement, whenever the consent or approval of either party is required or a determination must be made by either party under this Agreement, no such consent or approval shall be unreasonably withheld, denied or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. This Agreement cannot be modified except by a written modification executed by Landlord and Tenant in the same manner as this Agreement is executed. The heading, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement and any attached Exhibits and Addenda contains all agreements, promises, and understandings between the Landlord and Tenant, and no verbal or oral agreements, promises, statements, assertions or representations by Landlord or Tenant or any employees, agents, contractors or other representations of either, shall be binding upon Landlord or Tenant. All Exhibits to this Agreement are incorporated within and made a part of this Agreement by their reference within the Agreement. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of Tenant, Landlord agrees to execute a memorandum or short form of this Agreement provided by Tenant in recordable form setting forth a description of the Leased Premises, the term of this Agreement and other information desired by Tenant for the purpose of giving public notice thereof to third parties. Additionally, at the request of Tenant, Landlord shall execute a formal memorandum of cancellation of any prior lease or other agreement between the parties, in a recordable form. If any term, covenant, condition or provision of this Agreement or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law. No failure or delay of the parties hereto to exercise their rights hereunder or to insist upon the strict compliance with any obligation imposed hereunder, and no course of dealing or custom or practice of either party hereto at variance with any term hereof, shall constitute a waiver or a modification of the terms hereof or the right to demand strict compliance with the terms hereof.

25. Confidentiality Landlord agrees that all terms of this Agreement, and any information furnished to Landlord by Tenant in connection with this Agreement, shall be and remain confidential. Except for Landlord's attorney or broker, if any, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The provisions of this paragraph to the contrary notwithstanding, the parties hereto expressly agree to execute and record a Memorandum of Lease in the form of that executed by the parties hereto, with Tenant being hereby authorized to insert therein the Commencement Date hereof and to attach Exhibit A of this Agreement.

26. Survival Expiration or termination of this Agreement for any cause shall not release either party from any liability which at the time of expiration or termination has already accrued to the other party or which thereafter may accrue in respect of any act or omission prior to expiration or termination. All obligations of either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect notwithstanding its expiration or termination, until they are satisfied in full or by their nature expire.

27. **Debt Security** Landlord covenants and agrees that, without the prior consent of Landlord, at all times during the Term of this Agreement, Tenant shall have the right to mortgage or convey by deed of trust, deed to secure debt or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this Agreement or the leaseholder's interest of the Tenant created hereby, together with all of the Tenant's right, title and interest in and to the improvements hereinafter constructed, erected, or placed on the Leased Premises by Tenant, provided that no such mortgage, conveyance, or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the rights of the Landlord.

28. **Estoppel Certificate** Landlord agrees that it will from time to time, upon not less than fifteen (15) days written notice from Tenant, upon request by Tenant execute and deliver to Tenant a written statement addressed to Tenant (or to a party designated by Tenant), which statement shall identify Tenant and this Agreement, shall certify that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), shall confirm that Tenant is not in default as to any obligations of Tenant under this Agreement (or if Tenant is in default, specifying any default), and shall contain such other information or confirmations as Tenant may reasonably require. The Estoppel Certificate shall be furnished to Landlord by Tenant or a party designated by Tenant.

29. **Broker** Tenant and Landlord each acknowledges and represents to the other that no broker was used by it in connection with this Agreement and the Leased Premises.

30. **Due Authorization** If Landlord is a corporation or a partnership whose general or managing partner is a corporation, the undersigned officer of Landlord represents that he or she is a duly authorized officer of said corporation and is authorized to execute this Agreement and bind Landlord to the terms hereof.

31. **FCC Signposting.** Landlord grants to Tenant the right to install and maintain during the Term of this Agreement identifying signs or other types of signs required by any governmental authority on or along any access road to the Leased Premises, including, if necessary, signs visible from the nearest public street, at locations where an access road diverges, or if an obstruction obscures visibility of the Leased Premises and Improvements. Tenant agrees to minimize the size of such signs as reasonably required for readability and compliance with regulations or directives of any governmental authority.

31. **Cancellation of Pre-Existing Lease.** Upon the Commencement Date, the pre-existing lease dated April 27, 200, between Landlord and Tenant ("Pre-Existing Lease"), shall be considered cancelled and rendered null and void. If the Commencement Date should occur during a lease year of the term of the Pre-Existing Lease for which rent has already been paid, such payment shall be prorated to the Commencement Date and the first rent payment provided for under Paragraph 3 above for the Term of this Agreement shall be adjusted in order to credit Tenant for such proration. Landlord represents and warrants to Tenant that there are no existing defaults by Tenant or its predecessors-in-interest under the terms and conditions of the Pre-Existing Lease. At the request of Tenant, Landlord agrees to execute a memorandum or short form of cancellation of the Pre-Existing Lease provided by Tenant in a recordable form setting forth such information desired by Tenant for the purpose of giving public notice thereof to third parties.

32. **Addendum** If Landlord and Tenant have agreed to amend any of the foregoing terms of this Agreement, by the attached Addendum to Lease Agreement, the Landlord's initials appear here [LFR], the Tenant's initials appear here [TAR], and the attached Addendum to Lease Agreement is incorporated herein and made a part hereof by this reference.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day first above written.

LANDLORD:

Karl L. Rieman & Teresa A. Rieman
Husband and wife

Karl L. Rieman
Printed Name: Karl L. Rieman
Tax I.D. No.: 300 32 0177

Witness: Steve J. Stelchschulte
Printed Name: STEVE J. STELCHSCHULTE

Witness: Dawn M. Bellingren
Printed Name: Dawn M Bellingren

Teresa A. Rieman
Name: Teresa A. Rieman
Tax I.D. No.: 275-36-4174

Witness: Steve J. Stelchschulte
Printed Name: STEVE J. STELCHSCHULTE

Witness: Dawn M. Bellingren
Printed Name: Dawn M Bellingren

TENANT:

UNIsite, Inc.
A Delaware corporation

By: John J. Peterman
John J. Peterman
Vice President/General Manager
Midwest Region

Witness: Tracy Ratio
Printed Name: TRACY RATIO

Witness: Dontasia Taylor
Printed Name: Dontasia Taylor

LANDLORD NOTARY BLOCK

STATE OF OHIO

COUNTY OF ALLEN

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **Karl L. Rieman and Teresa A. Rieman**, 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 Bluffton, OHIO this 21 day of June, 2001.

Steve J. Stechschulte
Notary Public

STEVE J. STECHSCHULTE
My commission expires: **Notary Public, State of Ohio**
My Commission Expires 9/27/05

TENANT NOTARY BLOCK

STATE OF ILLINOIS

COUNTY OF COOK

Ethel C. Weiss, Notary Public for said County and State, do hereby certify that John J. Peterman personally known to me to be the Vice President/General Manager of UNIsite, Inc., a Delaware corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President, he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Schaumburg, Illinois this 10 day of July, 2001.

Ethel C. Weiss
Notary Public

My commission expires: _____



ASSIGNMENT TO LIVING TRUST OF LEASE

201100008834
DRAKE PHILLIPS KUENZLI & CLARK #25

I, Karl L. Rieman, and Teresa A. Rieman do hereby transfer and assign, without consideration and in order to change formal title only, all of their right, title and interest in the lease agreement with Unisite, Inc., dated June 30, 2001* to:

Teresa A. Rieman and Karl L. Rieman, Trustees, or their successors in trust, under the Teresa A. Rieman Living Trust, dated October 19, 2001, and any amendments thereto.

*Said Memorandum of Lease recorded on October 23, 2001, in Volume 2115, Page 1842, of the Official Records of Hancock County, Ohio.

Dated: October 19, 2001

Karl L. Rieman
Karl L. Rieman, Assignor

Teresa A. Rieman
Teresa A. Rieman, Assignor

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On October 19, 2001, before me, the undersigned Notary Public, in and for said county and state, personally appeared Karl L. Rieman and Teresa A. Rieman, personally known to me to be the persons who executed the foregoing instrument, and acknowledged executing the same for the purposes herein contained.

Witness my hand and official seal.

William K. Root
Notary Public
WILLIAM K. ROOT, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

Prepared by: Unisite, Inc.

Exhibit "A"

Parent Parcel Legal Description

The Southwest ¼ of Section 26, Town 1 South, Range 9 East, Township of Union, Hancock County, Ohio; excepting therefrom all that land within the interstate 75 Right-of-Way as described in the warranty deed recorded in deed book 312, Page 627, Hancock County Records
Tax I.D. # 44-001012353

Lease Area Legal Description

Part of the Southwest ¼ of Section 26, Town 1 South, Range 9 East, Union Township, Hancock County, Ohio described as commencing at the northwest corner of said section; thence S00°00'00"E along the west line of said section a distance of 2688.07 feet to the west ¼ corner of said section; thence S00°07'09"E a distance of 1630.18 feet along the centerline of Township Road 56 (as occupied); thence N88°59'22"E a distance of 38.90 feet; thence S05°15'12"E a distance of 185.43 Feet; thence S41°15'48"E a distance of 141.49 feet to the point of beginning; thence N90°00'00"E a distance of 73.57 feet; thence S00°00'00"W a distance of 100.00 feet; thence N90°00'00"E a distance of 26.43 feet to the point of beginning, said compound contains 10,000 square feet.

30' Access Primary Utility Easement

A 30 foot wide easement for ingress/egress and the installation and maintenance of utilities over/under and across all that part of the southwest ¼ of section 26, Town 1 South, Range 9 East, Union Township, Hancock County, Ohio, Having a centerline described as commencing at the northwest corner of said section; thence S00°00'00"E along the west line of said section a distance of 2688.07 feet to the west ¼ corner of said section; thence S00°07'09"E a distance of 1630.18 feet along the centerline of township road 56 (as occupied); thence N88°59'22"E a distance of 20.00 feet to the easterly right-of-way line of said road and the point of beginning; thence continuing N88°59'22"E a distance of 18.90; thence S05°15'12"E a distance of 185.43 feet, thence S41°15'48"E a distance of 141.49 feet to the point of ending, the sidelines of said easement are lengthened and/or shortened to terminate at the north line of the above described lease site.

201600010964
FIDELITY NATIONAL TITLE GROUP
7130 GLEN FOREST DR, STE 300
RICHMOND VA 23226-9902

Prepared by ~~att: [unclear]~~
Attorney Samantha A. O'Malley, Land Management
Site No: 373515
Site Name: Rieman OH
c/o American Tower
10 Presidential Way
Woburn, MA 01801

PLEASE RETURN TO:
[unclear]
[unclear]
[unclear]
[unclear]

(Recorder's Use Above this Line)

STATE OF OHIO

Assessor's Parcel No.: 44-0001012353

COUNTY OF HANCOCK

EASEMENT AND ASSIGNMENT AGREEMENT

This Easement Agreement ("**Agreement**") dated as of Oct 21, 2016 (the "**Effective Date**"), by and between Karl L. Rieman, Trustee under the Teresa A. Rieman Living Trust dated October 19, 2001 and Kinder-Segen LLC, an Ohio limited liability company ("**Grantor**") and GTP Acquisition Partners II, LLC, 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.

23529047

Site No: 373515
Site Name: Rieman OH

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. In the event Grantee, or its successors, abandons its use of the Easements, then Grantor, or its successors, may terminate this Agreement and the Easements conveyed herein by providing legally sufficient evidence of such abandonment and following such termination all right and title to the land constituting the Easement Areas shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents, use the Easement Areas in any manner (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement Area, or maintenance and/or upkeep of the Exclusive Easement Area) for a consecutive period of ten (10) years, and, following the expiration of such ten (10) year period, do not respond within forty-five (45) days of Grantee's receipt of written notice from Grantor asserting such abandonment.
5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of adequate and sufficient consideration paid to Grantor pursuant to the terms of that certain Option Agreement to Purchase Communications Easement (the "**Option Agreement**"). Grantor and Grantee hereby declare that there may be additional payments due to Grantor by Grantee pursuant to the terms of the Option Agreement. The provisions in this Agreement should not be used in interpreting the applicable provisions in the Option Agreement that specifically survived Closing (as defined in the Option Agreement) with respect to consideration owed to Grantor by Grantee. Notwithstanding anything to the contrary in this Agreement, with the exception of any consideration that may still be owed pursuant to the Option Agreement, there shall be no other consideration owed to Grantor by Grantee under this Agreement.
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, a communications tower, 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. At any time during the Term and at any time within 180 days after the termination of this Agreement, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. 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 the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense 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, fiber, water, gas, sewer, telephone, 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 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, or, 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: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* 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) and 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.

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/or utilities 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. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

Site No: 373515
Site Name: Rieman OH

10. Grantee's Securitization Rights; Estoppel. Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "*Security Interest*") in Grantee's interest in this Agreement 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 Mortgage*") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "*Holder*") as "*Grantee*" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

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:	GTP ACQUISITION PARTNERS II, LLC c/o American Tower 10 Presidential Way Woburn, MA 01801	To Grantor:	Karl Rieman 16570 Township RD 56 Bluffton, OH 45817
With copy to:	GTP ACQUISITION PARTNERS II, LLC c/o American Tower 116 Huntington Avenue Boston, MA 02116 Attn: Legal Department		

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.

Site No: 373515
Site Name: Rieman OH

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 as 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 Agreement dated July 1, 2001 originally by and between Karl L. Rieman and Teresa A. Rieman, husband and wife, and UNIsite, Inc., a Delaware corporation, predecessor in interest to Grantee, as amended from time to time (collectively, the "Lease"). 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 remises 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 Grantee'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 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. Grantee 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 OR 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 dislocation expenses.

24. Trustee Authority. The undersigned Trustee(s) of the Teresa A. Rieman Living Trust dated October 19, 2001 (the "Trust") hereby certify(ies) as follows:

- a. I/We am/are the sole Trustee(s) of the Trust;
- b. The Trust has not been altered, amended or terminated and is in full force and effect;
- c. No beneficiary of the Trust is a minor, mentally disabled, or a corporation selling all or substantially all of its assets; and
- d. All of the beneficiaries of the Trust have authorized the Trustee(s) to enter into and execute this Agreement.

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

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

GRANTOR:

WITNESSES:

The Teresa A. Rieman Living Trust dated October 19, 2001

Signature: Karl A. Rieman
By: Karl Rieman
Its: ~~Executor~~ Trustee
Date: July 26th 2016

Signature: [Signature]
Print Name: DAVID P KUENZEL

Signature: [Signature]
Print Name: John D. Ome

Acknowledgment

GRANTOR

State/Commonwealth of OHIO)
County of HANCOCK) ss:

On this the 26th day of July 2016, before me, the undersigned Notary Public, personally appeared Karl Rieman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) 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 upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Deborah E. Erford
Notary Public
My Commission Expires: June 5th, 2021



DEBORAH E. ERFORD
Notary Public, State of Ohio
My Commission Expires
(Seal) 6-5-2021

GRANTOR:

Kinder-Segen LLC,
an Ohio limited liability company

Signature: Karl J. Rieman
By: Karl Rieman
Its: Sole Member
Date: July 26th 2016

WITNESSES:

Signature: David P. Klenz
Print Name: DAVID P KLENZ

Signature: John D. Oman
Print Name: John D. Oman

Acknowledgment

GRANTOR

State/Commonwealth of OHIO)
County of HANCOCK) ss:

On this the 26th day of July 2016, before me, the undersigned Notary Public, personally appeared Karl Rieman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) 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 upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Deborah E. Erford
Notary Public
My Commission Expires: June 5th, 2021



DEBORAH E. ERFORD
Notary Public, State of Ohio
My Commission Expires
(Seal) 6-5-2021

GRANTEE:

GTP Acquisition Partners II, LLC
a Delaware limited liability company

Signature: _____

By: _____

Its: _____

Date: _____

[Signature]
Edward P. Maggion
Senior Counsel, US Power
10/21/16

WITNESSES:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Acknowledgement

GRANTEE

Commonwealth of Massachusetts

County of Middlesex

On this the 21st day of October 2016, before me, the undersigned Notary Public, personally appeared Edward P. Maggion personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) 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 upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
My Commission Expires: 4/13/23

(Seal)

Attachments:

- Exhibit "A" - Premises
- Exhibit "B" - Exclusive Easement Area
- Exhibit "C" - Access and Utility Easement Area



NICOLE C. MONTGOMERY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 13, 2023

Site No: 373515
Site Name: Rieman OH

Exhibit "A" - Premises

This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises

Situated in Union Township, Hancock County and State of Ohio, to-wit:

And known as the Southwest Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, containing 160 acres.

EXCEPT THE FOLLOWING THREE TRACTS:

Tract I:

Appropriated by the State of Ohio in Case No. 32590 and being described as follows:

Beginning at a point on the Section line dividing Sections Twenty-seven (27) and Twenty-six (26) said point being 409.16 feet North 01°39'19" East of the Southwest corner of said Section 26 and 150.00 feet left of Station 262 plus 37.09 in said centerline of Survey; thence Northeasterly and along a curve bearing left and having a radius of 12127.67 feet a distance of 931.10 feet to a point 150.00 feet left of Station 271 plus 79.69 in said centerline of Survey; thence North 47°20'00" East, a distance of 2340.79 feet to a point in the North property line of R. Lehr Green, said point being 150.00 feet left of Station 295 plus 20.48 in said centerline of Survey; thence South 87°48'30" East along said North property line of R. Lehr Green, a distance of 294.17 feet to a point in the intersection between the North and East property line of R. Lehr Green, said point being 57.50 feet right of Station 297 plus 29.00 in said centerline of Survey; thence South 01°54'31" West along the East property line of R. Lehr Green, a distance of 129.86 feet to a point 150.00 feet right of Station 296 plus 37.86 in said centerline of Survey; thence South

47°20'00" West, a distance of 2468.17 feet to a point 150.00 feet right of Station 271 plus 79.69 in said centerline of Survey; thence Southwesterly and along a curve bearing right and having a radius of 12427.67 feet, a distance of 1203.09 feet to a point 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence North 01°39'19" East along the Section line dividing said Section 27 and 26, a distance of 387.93 feet to the point of beginning, containing 24.14 acres, more or less.

poor quality legal
description provided
for recording

Site No: 373515
Site Name: Rieman OH

Exhibit "A" - Premises (continued)

Tract II:

Being a part of the Southwest Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at an iron stake in the East line of the Southwest Quarter of Section 26, and described as lying North 01°38'45" East, a distance of 1644.45 feet from a stone marking the Southeast corner of the Southwest Quarter of Section 26; thence from the above described point of beginning and along the East line of said Southwest Quarter of Section 26, North 01°38'45" East, a distance of 874.92 feet to an iron stake set in the southeasterly Limited Access Right-of-Way line of Interstate Highway Route No. 75; thence with said Limited Access Right-of-Way line, South 47°20' West, a distance of 1252.45 feet to an iron stake; thence South 88°21'15" East, a distance of 896.18 feet to the point of beginning and containing 9.000 acres of land more or less.

ALSO, an easement for the purpose of ingress and egress over and across a strip of land situated in the Southwest Quarter of Section 26, Township 1 South, Range 9 East, Union Township, Hancock County, Ohio and described as follows to-wit:

Beginning at the southeast corner of the Southwest Quarter of Section 26; thence with the East line of said Southwest Quarter, North 01°38'45" East, a distance of 1644.45 feet to an iron stake; thence North 88°21'15" West, a distance of 25.00 feet to an iron stake; thence parallel to the east line of said Southwest Quarter, South 01°38'45" West a distance of 1644.49 feet to a point in the South line of said Southwest Quarter of Section 26; thence with said South line, being also the centerline of Township Road No. 25, South 88°25' East, a distance of 25.00 feet to the point of beginning.

Tract III:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Southwest Quarter (¼) of Section Twenty-six (26), together with a part of the Northwest Quarter of the Northwest Quarter (¼) of Section Thirty-five (35), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Exhibit "A" – Premises (continued)

Beginning at a railroad spike marking the Southwest corner of the Southwest Quarter of Section 26; thence along the section line common to Section 26 and Section 35, South 88°23'11" East, a distance of 76.65 feet to an iron stake; thence into Section 35, South 07°21'25" West a distance of 103.47 feet to an iron stake; thence North 76°19'30" East, a distance of 390.46 feet to an iron stake in the section line common to Section 26 and Section 35; thence along said section line, South 88°23'11" East, a distance of 411.27 feet to a point; thence at right angles, North, 01°36'49" East, a distance of 773.15 feet to an iron stake in the southerly Limited Access Right-of-Way Line of Interstate Highway Route No. 75; said point also described as lying 150.00 feet right of station 271+15.76 in the centerline of survey of said Highway; thence southwesterly along said Limited Access Right-of-Way Line, along a curve to the right having a radius of 12,427.67 feet and a central angle of 05°14'54", a distance of 1138.38 feet to a point described as lying 150.00 feet right of station 259+91.12 in the centerline of survey of said highway and lying in the West line of the Southwest Quarter of Section 26; the chord of said curve bearing South 50°15'20" West, a distance of 1138.00 feet; thence with the West line of said Southwest Quarter of Section 26, South 01°39'19" West, a distance of 21.22 feet to the point of beginning and containing 8.086 acres of land, more or less, of which 7.633 acres lies in Section 26 and 0.433 acres lies in Section 35; said tract subject to all legal highways and prior easements.

PARCEL NO. 44-1012353
MAP NO. 1909-260-00-009

Site No: 373515
Site Name: Rieman OH

Exhibit "B" - Exclusive Easement Area

This Exhibit B may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor easements

PART OF THE SOUTHWEST 1/4 OF SECTION 38, TOWN 1 SOUTH, RANGE 8 EAST, UNION TOWNSHIP, HANCOCK COUNTY, OHIO DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S00°00'00"E ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 2686.07 FEET TO THE WEST 1/4 CORNER OF SAID SECTION; THENCE S00°07'00"E A DISTANCE OF 1630.18 FEET ALONG THE CENTERLINE OF TOWNSHIP ROAD 58 (AS OCCUPIED); THENCE N88°58'22"E A DISTANCE OF 36.90 FEET; THENCE S08°15'12"E A DISTANCE OF 188.43 FEET; THENCE S41°15'48"E A DISTANCE OF 141.48 FEET TO THE POINT OF BEGINNING; THENCE N80°00'00"E A DISTANCE OF 73.57 FEET; THENCE S00°00'00"W A DISTANCE OF 100.00 FEET; THENCE S80°00'00"W A DISTANCE OF 100.00 FEET; THENCE N00°00'00"E A DISTANCE OF 100.00 FEET; THENCE N80°00'00"E A DISTANCE OF 28.43 FEET TO THE POINT OF BEGINNING, SAID COMPOUND CONTAINS 10,000 SQUARE FEET.

Site No: 373515
Site Name: Rieman OH

Exhibit "C" – Access and Utility Easement Area

This Exhibit C may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Access and Utility Easement Area

All existing utility and access easements from Exclusive Easement Area to a public right of way including but not limited to:

A 30 FOOT WIDE EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 1 SOUTH, RANGE 9 EAST, UNION TOWNSHIP, HANCOCK COUNTY, OHIO, HAVING A CENTERLINE DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S60°07'00"E ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 2888.07 FEET TO THE WEST 1/4 CORNER OF SAID SECTION; THENCE S00°07'00"E A DISTANCE OF 1836.18 FEET ALONG THE CENTERLINE OF TOWNSHIP ROAD 58 (AS OCCUPIED); THENCE N88°58'22"E A DISTANCE OF 28.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING N88°58'22"E A DISTANCE OF 18.90; THENCE S05°15'12"E A DISTANCE OF 186.43 FEET; THENCE S41°15'48"E A DISTANCE OF 141.48 FEET TO THE POINT OF ENDING; THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO TERMINATE AT THE NORTH LINE OF THE ABOVE DESCRIBED LEASE SITE.

201600010964
Filed for Record in
HANCOCK COUNTY OHIO
NIKKI G BELTZ, RECORDER
12-22-2016 At 11:51 am.
EASEMENT RW 152.00
DR Book 2511 Page 1329 - 1343

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability or effect on title.

Site No: 373515
Site Name: Rieman OH

Hancock County, Ohio

201100008608
FIDELITY NATIONAL TITLE GROUP
COMMERCIAL LENDER & SEARCH
7130 GLEN FOREST DR #300
RICHMOND VA 23226-9902

OPEN-END MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS

from

GTP ACQUISITION PARTNERS II, LLC, a Delaware limited liability company, Mortgagor

to

JPMORGAN CHASE BANK, N.A., its successors and assigns,
as Indenture Trustee, Mortgagee

DATED AS OF JUNE 3, 2011

THIS INSTRUMENT IS TO BE INDEXED AS ~~BOTH A~~
MORTGAGE ~~AND AS A FUTURE FILING~~

After recording, please return to

Fidelity National Title Group
Commercial Lender-Search-Franchise Services
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226

OH-5013 - Twp-56 (1698 Tr 56), Mount Cory, OH 45868 - 10946928

OPEN-END MORTGAGE, FIXTURE FILING, SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS

THIS OPEN-END MORTGAGE, FIXTURE FILING, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS, dated as of June 3, 2011 is made by GTP ACQUISITION PARTNERS II, LLC, a Delaware limited liability company ("Mortgagor"), whose address is 750 Park of Commerce Blvd., Suite 300, Boca Raton, FL 33487 Attention: Legal Department, to JPMORGAN CHASE BANK, N.A., as Indenture Trustee on behalf of the Noteholders referred to below (in such capacity, "Mortgagee"), which term shall be deemed to include successors and assigns as mortgagee under this Mortgage), whose address is 4 New York Plaza, 6th Floor, New York, NY 10004, Att: Alan Terezian. References to this "Mortgage" shall mean this instrument and any and all renewals, modifications, amendments, supplements, restatements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

A. Mortgagor is the owner of (i) the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached (the "Owned Land"), and/or (ii) a leasehold estate, easement estate, or easement in gross in the parcel(s) of real property, if any, described on Schedule B-2 attached (the "Occupied Land"; the Owned Land and the Occupied Land are sometimes referred to herein collectively as the "Land") pursuant to the agreement(s) and instruments described on Schedule B-1 attached hereto (as the same may be amended, supplemented or otherwise modified from time to time with the prior written consent of Mortgagee, collectively, the "Occupancy Agreements"); and, other than buildings, improvements, structures and fixtures owned by lessees under Leases (as defined below), owns, leases or otherwise has the right to use all of the buildings, improvements, structures and fixtures now or subsequently located on the Land (the "Improvements"; the Land and the Improvements being collectively referred to as the "Real Estate").

B. Pursuant to that certain Indenture dated as of November 21, 2005 among Mortgagee, GTP Acquisition Partners I, LLC, a Delaware limited liability company (the "Issuer"), and certain other parties named therein (as the same may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, the "Indenture"), the Issuer has incurred indebtedness evidenced by promissory notes, and may from time to time incur additional indebtedness and issue additional promissory notes in connection with the provisions of the Indenture (as such notes may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, and any notes issued pursuant to the Indenture after the date hereof, collectively, the "Notes"). The holders of the Notes from time to time and their successors and assigns are hereinafter referred to as the "Noteholders". The terms of the Indenture are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture. References in this Mortgage to the "Default Rate" shall mean the rate of interest applicable to default advances or other defaulted amounts payable under the Indenture.

C. Pursuant to the Indenture, the Mortgagor has executed and delivered that certain Amended and restated Subsidiary Guarantee dated as of November 21, 2005 made by and

among Mortgagor and the other guarantors from time to time named therein in favor of the Indenture Trustee (as the same may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, the "Guarantee").

D. Pursuant to the Indenture, Mortgagor has executed and delivered this Mortgage for the benefit of the Noteholders and such other parties designated in the Indenture from time to time as holding Obligations (defined below).

Now, Therefore, in consideration of the premises, Mortgagor hereby agrees as follows:

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the following obligations (collectively, the "Obligations"):

- (a) the due and punctual payment and performance by Mortgagor of all its obligations and liabilities, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of or otherwise in connection with the Transaction Documents (as such term is defined below);
- (b) the payment of all other obligations and liabilities of Mortgagor, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Mortgage or any other document securing payment of the Obligations (collectively, the "Security Documents"), any other financial accommodation (including, without limitation, any interest rate swap, cap, collar, floor or similar derivative product) that is designated pursuant to the Indenture as being secured by this Mortgage, any Environmental Indemnity Agreement, any other guarantee of the Obligations, or any other Transaction Document, and any amendments, supplements, extensions, renewals, restatements, replacements or modifications of any of the foregoing (the Indenture, the Guarantee, this Mortgage, the Notes, and the other Security Documents and all other documents and instruments from time to time evidencing (including, without limitation, all Indenture Documents (as defined in the Indenture)), securing or guaranteeing the payment and performance of the Obligations, as any of the same may be amended, supplemented, extended, renewed, restated, replaced or modified from time to time, are collectively referred to as the "Transaction Documents"), in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, but not limited to, all reasonable fees, charges and disbursements of counsel to Mortgagee that are required to be paid by Mortgagor pursuant to the terms of the Indenture, this Mortgage or any other Transaction Document); and

- (c) the performance and observance of each obligation, term, covenant and condition to be performed or observed by Mortgagor under, in connection with or pursuant to the provisions of the Transaction Documents;

MORTGAGOR HEREBY GRANTS TO MORTGAGEE A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES, GRANTS, ASSIGNS, TRANSFERS AND SETS OVER TO MORTGAGEE:

- (A) the Owned Land and all Improvements thereon;

(B) the leasehold, easement, easement in gross, or other estate created under and by virtue of the Occupancy Agreement(s), any interest in any fee, easement, easement in gross, or other greater or lesser title to the Occupied Land and Improvements located thereon that Mortgagor may own or hereafter acquire (whether acquired pursuant to a right or option contained in any Occupancy Agreement or otherwise and whether acquired in connection with a termination of any Occupancy Agreement or otherwise), and all credits, deposits, options, privileges and rights of Mortgagor under any Occupancy Agreement (including all rights of use, occupancy and enjoyment) and under any amendments, supplements, extensions, renewals, restatements, replacements and modifications thereof (including, without limitation (i) the right to give consents, (ii) the right to receive moneys payable to Mortgagor, (iii) the right, if any, to renew or extend the Occupancy Agreements for a succeeding term or terms, (iv) the right, if any, to purchase the Occupied Land and Improvements located thereon and (v) the right to terminate or modify the Occupancy Agreements); all of Mortgagor's claims and rights to the payment of damages arising under the Bankruptcy Code (as defined below) from any rejection of the Occupancy Agreements by the lessor thereunder or any other party;

(C) all right, title and interest Mortgagor now has or may hereafter acquire in and to the Improvements or any part thereof (whether owned in fee by Mortgagor or held pursuant to any Occupancy Agreement or otherwise) and all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;

(D) all right, title and interest of Mortgagor in, to and under all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(E) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation

or letting of the Real Estate, including but without limiting the generality of the foregoing, all heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, loading and unloading equipment and systems, communication systems (including satellite dishes and antennae), computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (E) being referred to as the "Equipment");

(F) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite that are being incorporated into the Improvements, and, in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor;

(G) all right, title and interest of Mortgagor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Mortgagor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Mortgagor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Mortgaged Property (as defined below) (collectively, the "Rents");

(H) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all such insurance policies and all proceeds of such insurance policies, including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth herein and in the Indenture; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein, subject to the provisions relating to such awards and compensation generally set forth herein and in the Indenture;

(I) to the extent assignable, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements relating to the purchase or lease of any portion of the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building

permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate;

(J) any and all monies now or subsequently on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on insurance policies covering the foregoing property or otherwise on deposit with or held by Mortgagee as provided in this Mortgage; and

(K) all proceeds, both cash and noncash, of the foregoing;

Said property is warranted free from all encumbrances and against any adverse claims, except as stated herein and in the Indenture.

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (A) through (F) are collectively referred to as the "Premises", and those described in the foregoing clauses (A) through (K) are collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby granted and conveyed unto Mortgagee, its successors and assigns for the uses and purposes set forth, until the Obligations are fully paid and performed.

Upon condition, however, that if the indebtedness secured by this Mortgage is paid and satisfied in full, and the interest thereon, and all other Obligations under this Mortgage are fulfilled then this conveyance shall be null and void and Mortgagee will, at Mortgagor's cost and expense, deliver a discharge or assignment without representation or warranty except as to outstanding principal balance.

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with Mortgagee as follows:

1. Warranty of Title. Mortgagor warrants that it has good record title in fee simple to the Owned Property, a valid leasehold or easement interest in the Occupied Land, and a valid ownership interest in the rest of the Mortgaged Property, subject only to the matters and liens expressly permitted by the Indenture (the "Permitted Exceptions"). Mortgagor shall warrant, defend and preserve such title and the lien of this Mortgage against all claims of all persons and entities. Mortgagor represents and warrants that (a) it has the right to encumber the Mortgaged Property with this Mortgage; (b) each Occupancy Agreement, if applicable, is in full force and effect and Mortgagor is the holder of the lessee's or tenant's interest thereunder; (c) Mortgagor has paid all rents and other charges to the extent due and payable under any Occupancy Agreement (except to the extent Mortgagor is contesting in good faith by appropriate proceedings any such rents and other charges in accordance with and to the extent permitted by the terms of the relevant Occupancy Agreement), is not in default under any Occupancy Agreement, has received no notice of default from the lessor thereunder and knows of no material default by the lessor thereunder; and (d) the granting of this Mortgage does not violate

the terms of any Occupancy Agreement nor is any consent of the lessor under any Occupancy Agreement required to be obtained in connection with the granting of this Mortgage unless such consent has been obtained.

2. Payment of the Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified in the Transaction Documents.

3. Insurance. Mortgagor shall maintain or cause to be maintained on all of the Premises such insurance in such amounts as is required pursuant to the Indenture. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee to the extent assignable.

4. Condemnation/Eminent Domain. Promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Mortgaged Property, or any portion thereof, Mortgagor will notify Mortgagee of the pendency of such proceedings.

5. Leases. Except as may be expressly permitted under the Indenture, Mortgagor shall not execute an assignment or pledge of any Lease relating to all or any portion of the Mortgaged Property other than in favor of Mortgagee.

6. Further Assurances. To the extent permitted under applicable law, and to further assure Mortgagee's rights under this Mortgage, Mortgagor agrees, within fifteen (15) business days after demand of Mortgagee, to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Mortgagee to confirm the lien of this Mortgage and all other rights or benefits conferred on Mortgagee by this Mortgage.

7. Changes In Tax, Obligations, Credit And Documentary Stamp Laws. If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Obligations from the value of the Real Estate for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Obligations or Mortgagee's interest in the Real Estate, Mortgagor will pay the tax, with interest and penalties thereon, if any.

Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Obligations for any part of the Taxes assessed against the Real Estate, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Real Estate, or any part thereof, for real estate tax purposes by reason of this Mortgage or the Obligations.

If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Notes, this Mortgage, or any of the other Transaction Documents or impose any other tax or charge on the same, Mortgagor will pay for the same, with interest and penalties thereon, if any.

8. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor within the applicable notice and grace period, if any, Mortgagee,

without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Mortgagor to Mortgagee. To the extent that any such amounts or costs paid by Mortgagee shall constitute payment of (i) real estate taxes and assessments; (ii) premiums on insurance policies covering the Premises; (iii) expenses incurred in upholding or enforcing the lien of this Mortgage, including, but not limited to the expenses of any litigation to prosecute or defend the rights and lien created by this Mortgage; or (iv) any amount, costs or charge to which Mortgagee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority; then, and in each such event, such amounts or costs, together with interest thereon at the Default Rate, shall be added to the Obligations and shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the lien of this Mortgage. No payment or advance of money by Mortgagee under this Section shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee. Upon the occurrence and during the continuance of any Event of Default or if Mortgagor fails to make any payment or to do any act as herein provided, Mortgagee may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. Mortgagee is authorized to enter upon the Real Estate for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Real Estate or to foreclose this Mortgage or collect the Obligations, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest at the Default Rate, shall constitute a portion of the Obligations and shall be due and payable to Mortgagee upon demand. All other costs and expenses incurred by Mortgagee in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding (including reasonable attorneys' fees to the extent permitted by law) shall bear interest at the Default Rate, for the period after notice from Mortgagee that such cost or expense was incurred to the date of payment to Mortgagee. All such other costs and expenses incurred by Mortgagee together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Obligations and be secured by this Mortgage and the other Transaction Documents and shall be immediately due and payable upon demand by Mortgagee therefor.

9. Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, in addition to any other rights and remedies Mortgagee may have pursuant to the Transaction Documents, or as provided by law, and without limitation, Mortgagee may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Mortgagee may exercise the power of sale with respect to the Mortgaged Property in a non-judicial procedure as permitted by applicable law. After advertising the time, place and terms of the sale of all or any part of the Mortgaged Property prior to the

date of sale by publication once a week for two successive weeks in a weekly newspaper published in the county where the Real Estate is situated, and after service of notice of such sale upon Mortgagor at least twenty (20) days prior to the date of such sale by certified or registered mail, return receipt requested, at its address listed above with a copy of such notice served by certified mail, at least twenty (20) days prior to the sale, upon any subordinate lien holder who has previously notified the Mortgagee by certified mail of existence of a subordinate lien, the Mortgagee shall sell all or any part of the Mortgaged Property at public auction upon such terms and conditions (including cash on the day of sale) as the Mortgagee may deem best for the interests of all concerned, selling the Mortgaged Property as an entirety or in such parcels as the Mortgagee may elect, and make due conveyance to the purchaser or purchasers, with general warranty binding the Mortgagor; and out of the money arising from such sale, the Mortgagee shall pay first, all the expenses of advertising the sale and making the conveyance, and then to Mortgagee the full amount of the Obligations and other sums hereby secured, with interest at the Default Rate to the date of payment, rendering the balance of the sales price, if any, to Mortgagor; and the recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Mortgagor, Mortgagor hereby expressly waiving all rights and equities of redemption, dower and homestead in and to the Mortgaged Property, and agreeing that the purchaser or purchasers shall have rights therein free of any interest or claim of the Mortgagor.

In the event a sale hereunder should be commenced by the Mortgagee, Mortgagee may at any time before the sale of all or any part of the Mortgaged Property cancel the scheduled sale and re-schedule the sale or to abandon the sale, whereupon Mortgagee may then institute suit for the collection of the Obligations and other sums secured hereby, and for the foreclosure of this mortgage lien; it is further agreed that if Mortgagee should institute a suit for the collection of the Obligations and other sums secured hereby, and for a foreclosure of this mortgage, that he may at any time before the entry of a final judgment in said suit dismiss the same and sell the Premises in accordance with the provisions of this Mortgage.

(ii) Mortgagee may, to the extent permitted by applicable law, (A) institute and maintain an action of mortgage foreclosure against all or any part of the Mortgaged Property, (B) institute and maintain an action under the Indenture or any other Transaction Document, (C) sell all or part of the Mortgaged Property (Mortgagor expressly granting to Mortgagee the power of sale), or (D) take such other action at law or in equity for the enforcement of this Mortgage or any of the Transaction Documents as the law may allow. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all costs of suit, including, but not limited to, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment;

(iii) Mortgagee may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations enter into and upon the Mortgaged Property and each and every part thereof and exclude Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time) and use, operate, manage, maintain and control of the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation, (x) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do;

(iv) Mortgagee may declare the entire unpaid Obligations to be immediately due and payable;

(v) Mortgagee may institute proceedings, judicial or otherwise, for the complete foreclosure of this Mortgage under any applicable provision of law, in which case the Real Estate or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(vi) Mortgagee may with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Obligations then due and payable, subject to the continuing lien and security interest of this Mortgage for the balance of the Obligations not then due, unimpaired and without loss of priority;

(vii) Mortgagee may sell for cash or upon credit the Real Estate or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

(viii) Mortgagee may institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein, in the Notes, the Indenture or in the other Transaction Documents;

(ix) Mortgagee may recover judgment on the Notes either before, during or after any proceedings for the enforcement of this Mortgage or the other Transaction Documents;

(x) Mortgagee may apply for the appointment of a receiver, trustee, liquidator or conservator of the Real Estate, without notice and without regard for the adequacy of the security for the Obligations and without regard for the solvency of Mortgagor, any guarantor, indemnitor with respect to the Obligations or of any Person otherwise liable for the payment of the Obligations;

(xi) the rights granted to Mortgagor under Section 14 hereof shall automatically be revoked and Mortgagee may enter into or upon the Real Estate, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Mortgagor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Mortgagor agrees to surrender possession of the Real Estate and of such books, records and accounts to Mortgagee upon demand, and thereupon Mortgagee may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Mortgaged Property and conduct the business thereat; (ii) complete any construction on the Real Estate in such manner and form as Mortgagee deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Real Estate; (iv) exercise all rights and powers of Mortgagor with respect to the Mortgaged Property, whether in the name of Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Real Estate and every part thereof; (v) require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Real Estate as may be occupied by Mortgagor; (vi) require Mortgagor to vacate and surrender possession of the Real Estate to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Mortgaged Property to the payment of the Obligations, in such order, priority and proportions as Mortgagee shall deem appropriate in its sole discretion after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, other charges, insurance and other expenses in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Mortgagee, its counsel, agents and employees;

(xii) Mortgagee may exercise any and all rights and remedies granted to a secured party upon default under the Code (as defined below), including, without limiting the generality of the foregoing: (i) the right to take possession of the fixtures, the equipment and any portion of the Mortgaged Property which is personal property (the "Personal Real Estate"), or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the fixtures, the equipment and the Personal Real Estate, and (ii) request Mortgagor at its expense to assemble the Equipment and the Personal Real Estate and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Equipment and/or the Personal Real Estate sent to Mortgagor in accordance with the provisions hereof at least five (5) days prior to such action, shall constitute commercially reasonable notice to Mortgagor;

(xiii) Mortgagee may apply any sums then deposited or held in escrow or otherwise by or on behalf of Mortgagee in accordance with the terms of the Indenture, this Mortgage or any other Transaction Document to the payment of the following items in any order in its uncontrolled discretion:

- (A) taxes and other charges;
- (B) insurance premiums;
- (C) interest on the unpaid principal balance of the Notes;
- (D) amortization of the unpaid principal balance of the Notes;
- (E) all other sums payable pursuant to the Notes, the Indenture, this Mortgage and the other Transaction Documents, including, but not limited to, advances made by Mortgagee pursuant to the terms of this Mortgage; or
- (F) pursue such other remedies as Mortgagee may have under applicable law;

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien and security interest on the remaining portion of the Mortgaged Property unimpaired and without loss of priority.

(b) Mortgagee, in any action to foreclose this Mortgage in a judicial procedure or in connection with the exercise of any non-judicial power of sale by Mortgagee, shall be entitled to the appointment of a receiver. In case of a non-judicial sale or a foreclosure sale, the Real Estate and the related Personal Real Estate may be sold in one parcel or in more than one parcel and Mortgagee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage beyond the applicable notice and grace period, if any, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

10. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale made under this Mortgage, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Mortgage the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage, the Indenture, and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

11. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and without notice to Mortgagor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations or the interest of Mortgagor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Mortgaged Property, and Mortgagor hereby irrevocably

consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

12. Extension, Release, etc.

(a) Without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, agree with Mortgagor to (i) release any person liable for the indebtedness guaranteed under any Transaction Document, (ii) extend the maturity or alter any of the terms of the indebtedness guaranteed under any Transaction Document, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto. If at any time this Mortgage shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the Obligations outstanding. No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(b) If Mortgagee shall have the right to foreclose this Mortgage or to exercise its power of sale, Mortgagor authorizes Mortgagee at its option to foreclose the lien created by this Mortgage subject to the rights of any tenants of the Mortgaged Property. The failure to make any such tenants parties to or defendants in any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Mortgaged Property, or to terminate such tenant's rights in such sale will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Obligations or to foreclose the lien created by this Mortgage.

(c) Unless expressly provided otherwise, in the event that Mortgagee's interest in this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

13. Security Agreement under Uniform Commercial Code.

(a) It is the intention of the parties hereto that this Mortgage shall constitute a "security agreement" within the meaning of the Uniform Commercial Code (the "Code") of the State in which the Premises are located. If an Event of Default shall occur, and during the continuance of such Event of Default, then in addition to having any other right or remedy

available at law or in equity, Mortgagee shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Mortgagee shall elect to proceed under the Code, then ten days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses. At Mortgagee's request, Mortgagor shall assemble the personal property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties.

(b) Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Equipment" are or are to become fixtures on the Real Estate; (ii) this Mortgage upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" within the meaning of Sections 9-334 and 9-502 of the Code; (iii) Mortgagor is the record owner of the Owned Land if applicable and the record owner of the Occupied Land, if applicable, is set forth on Exhibit B-2 attached hereto; and (iv) the addresses of Mortgagor and Mortgagee are as set forth on the first page of this Mortgage.

(c) Mortgagor, upon request by Mortgagee from time to time, shall execute, acknowledge and deliver to Mortgagee one or more separate security agreements, in form satisfactory to Mortgagee, covering all or any part of the Mortgaged Property and confirming the provisions of this Section 13 and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement, amendment or certificate or other document as Mortgagee may reasonably request in order to perfect, preserve, maintain, continue or extend the security interest under and the priority of this Mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee promptly after demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and re-filing of any such document and all reasonable costs and expenses of any record searches for financing statements Mortgagee shall reasonably require. In addition, Mortgagor hereby authorizes Mortgagee to file any such financing and continuation statements and amendments. The filing of any financing or continuation statements or amendments in the records relating to personal property or chattels shall not be construed as in any way impairing the right of Mortgagee to proceed against any personal property encumbered by this Mortgage as real property, as set forth above.

14. Assignment of Rents. Mortgagor hereby assigns to Mortgagee, the Rents as further security for the payment and performance of the Obligations, and Mortgagor grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are paid and performed in full, but Mortgagee hereby waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and Mortgagor shall be

entitled to collect, receive, use and retain the Rents until the occurrence of and during the continuance of an Event of Default; such right of Mortgagor to collect, receive, use and retain the Rents may be revoked by Mortgagee upon the occurrence of and during the continuance of any Event of Default under this Mortgage by giving not less than five days' written notice of such revocation to Mortgagor; in the event such notice is given, Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Mortgagee, or to any such receiver, the fair and reasonable rental value as determined by Mortgagee for the use and occupancy of the Mortgaged Property or of such part thereof as may be in the possession of Mortgagor or any affiliate of Mortgagor, and upon default in any such payment Mortgagor and any such affiliate will vacate and surrender the possession of the Mortgaged Property to Mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings or otherwise.

15. Trust Funds. All lease security deposits of the Real Estate shall be treated as trust funds. Within 10 days after request by Mortgagee, Mortgagor shall furnish Mortgagee satisfactory evidence of compliance with this subsection, together with a statement of all lease security deposits by lessees and copies of all Leases not previously delivered to Mortgagee, which statement shall be certified by Mortgagor.

16. Additional Rights. The holder of any subordinate lien on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage nor shall any holder of any subordinate lien or subordinate mortgage join any tenant under any Lease in any non-judicial sale or action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Mortgage all subordinate lienholders and the mortgagees under subordinate mortgages are subject to and notified of this provision, and any action taken by any such lienholder or mortgagee contrary to this provision shall be null and void. Upon the occurrence of and during the continuance of any Event of Default, Mortgagee may, in its sole discretion and without regard to the adequacy of its security under this Mortgage, apply all or any part of any amounts on deposit with Mortgagee under this Mortgage against all or any part of the Obligations. Any such application shall not be construed to cure or waive any Default or Event of Default or invalidate any act taken by Mortgagee on account of such Default or Event of Default.

17. Notices. All notices, requests, demands and other communications hereunder shall be given in accordance with the provisions of the Indenture.

18. No Oral Modification. This Mortgage may not be amended, supplemented or otherwise modified except in accordance with the provisions of the Indenture. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate mortgage, lien or encumbrance.

19. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding anything to the contrary contained in this Mortgage or in any provisions of any

of the Transaction Documents, the obligations of Mortgagor and of any other obligor under the any Transaction Document shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

20. Mortgagor's Waiver of Rights. To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the fullest extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law and except as otherwise provided herein or in the other Transaction Documents, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Mortgagee of the power of sale or other rights hereby created.

21. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any of the other Transaction Documents or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee in connection with the Obligations, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in connection with the Obligations in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Transaction Documents to Mortgagee or to which it may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies except gross negligence or willful misconduct after Mortgagee takes possession or title.

22. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Mortgage, Mortgagee shall now or hereafter hold or be the mortgagee under one or more additional mortgages, liens, or other security (directly or indirectly) for the Obligations upon other property in the State in which the Premises are located (whether or not such property is owned by Mortgagor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single non-judicial sale or foreclosure action all non-judicial sales or foreclosure proceedings against all such collateral securing the Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated non-judicial sale or foreclosure action is a specific inducement to Mortgagee to extend the indebtedness evidenced by the Indenture, and Mortgagor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Mortgagor further agrees that if Mortgagee shall be prosecuting one or more foreclosure or other proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Obligations, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral (or, in the case of a non-judicial sale, shall have met the statutory requirements therefor with respect to such collateral), then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Mortgagee may commence or continue any non-judicial sale or foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to sell the Mortgaged Property in a non-judicial sale, to foreclose this Mortgage nor the exercise of any other rights hereunder nor the recovery of any judgment by Mortgagee or the occurrence of any sale by the Mortgagee in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more non-judicial sales, foreclosure or other proceedings or obtain a judgment against (or, in the case of a non-judicial sale, to meet the statutory requirements for, any such sale of) any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Obligations, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Mortgage on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single non-judicial sale or foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect

the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

23. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee and its successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in its sole discretion it deems such waiver advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrancers and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee and its successors and assigns. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

24. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the mortgagee under any subordinate mortgage or any other holder of a subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting this Mortgage or the priority of this Mortgage over any subordinate lien or mortgage.

25. Governing Law, etc. This Mortgage shall be governed by and construed in accordance with the laws of the State in which the Premises are located, and applicable United States Federal Law.

26. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Mortgagee" shall mean "Mortgagee or any successor Indenture Trustee under the Indenture, the word "person" shall include any individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

27. Occupancy Agreement Provisions.

(a) Mortgagor covenants and agrees that the fee title to the Occupied Land and the leasehold estate created under any Occupancy Agreement shall not merge but shall always

remain separate and distinct, notwithstanding the union of said estates either in Mortgage or a third party by purchase or otherwise; and in case Mortgagor acquires the fee in or leasehold interest, or any other estate, title or interest in and to the Occupied Land, the lien of this Mortgage shall, without further conveyance, simultaneously with such acquisition, be spread to cover and attach to such acquired estate and as so spread and attached shall be prior to the lien of any mortgage placed on the acquired estate after the date of this Mortgage.

(b) (i) The lien of this Mortgage shall attach to all of Mortgagor's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, 11 U.S.C. § 365(h), as the same may hereafter be amended (the "Bankruptcy Code"), including, without limitation, all of Mortgagor's rights to remain in possession of the Occupied Land. If an Event of Default shall have occurred and be continuing, Mortgagor shall not, without Mortgagee's prior written consent, elect to treat any Occupancy Agreement, if applicable, as terminated under Subsection 365(h)(1)(A)(i) of the Bankruptcy Code. Any such election made without Mortgagee's consent shall be void.

(ii) If an Event of Default shall have occurred and be continuing, Mortgagee shall have the right to proceed in its own name or in the name of Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of any Occupancy Agreement by the lessor or any other party, including, without limitation, the right to file and prosecute under the Bankruptcy Code, without joining or the joinder of Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents. Any amounts received by Mortgagee as damages arising out of the rejection of any Occupancy Agreement as aforesaid shall be applied first to all costs and expenses of Mortgagee (including, but not limited to, reasonable attorneys' fees) incurred in connection with the exercise of any of its rights or remedies under this paragraph and thereafter in accordance with the Indenture. Mortgagor acknowledges that the assignment of all claims and rights to the payment of damages from the rejection of any Occupancy Agreement made under the granting clauses of this Mortgage constitutes a present irreversible and unconditional assignment and Mortgagor shall, at the request of Mortgagee, promptly make, execute, acknowledge and deliver, in form and substance reasonably satisfactory to Mortgagee, a UCC Financing Statement (Form UCC-1) and all such additional instruments, agreements and other documents, as may at any time hereafter be required by Mortgagee to carry out such assignment.

(iii) If pursuant to Subsection 365(h)(1)(B) of the Bankruptcy Code, Mortgagor shall seek to offset against the rent reserved in any Occupancy Agreement the amount of any damages caused by the nonperformance by the lessor or any other party of any of their respective obligations under such Occupancy Agreement after the rejection by the lessor or such other party of such Occupancy Agreement under the Bankruptcy Code, then Mortgagor shall, if an Event of Default shall have occurred and be continuing, prior to effecting such offset, notify Mortgagee of its intent to do so, setting forth the amount proposed to be so offset and the basis therefor. In such event, Mortgagee shall have the right to object to all or any part of such offset that, in the reasonable judgment of Mortgagee, would constitute a breach of such Occupancy Agreement, and in the event of such objection, Mortgagor shall not effect any offset of the amounts found objectionable

by Mortgagee. Neither Mortgagee's failure to object as aforesaid nor any objection relating to such offset shall constitute an approval of any such offset by Mortgagee.

(iv) Mortgagor shall, after obtaining knowledge thereof, promptly notify Mortgagee of any filing by or against the lessor or other party with an interest in the Real Estate of a petition under the Bankruptcy Code. Mortgagor shall promptly deliver to Mortgagee, following receipt, copies of any and all notices, summonses, pleadings, applications and other documents received by Mortgagor in connection with any such petition and any proceedings relating thereto.

(v) If there shall be filed by or against Mortgagor a petition under the Bankruptcy Code and Mortgagor, as lessee under any Occupancy Agreement, shall determine to reject such Occupancy Agreement pursuant to Section 365(a) of the Bankruptcy Code, then Mortgagor shall give Mortgagee not less than ten (10) days' prior notice of the date on which Mortgagor shall apply to the Bankruptcy Court for authority to reject such Occupancy Agreement.

28. Last Dollars Secured; Priority. To the extent that this Mortgage secures only a portion of the indebtedness owing or which may become owing by the Mortgagor, the parties agree that any payments or repayments of such indebtedness shall be and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby.

29. Protective Advances. Mortgagee shall have the right, but not the obligation, to make protective advances with respect to the Mortgaged Property for the payment of taxes, assessments, insurance premiums, repairs, maintenance and other costs incurred in the protection of the Mortgaged Property as contemplated by Section 5301.233 of the Ohio Revised Code, and such protective advances, together with interest thereon at the Default Rate from the date of each such advance until it is repaid in full, shall be secured by this Mortgage to the fullest extent and with the highest priority contemplated by such Section 5301.233.

30. Mortgagee's Rights Under Mechanics' Lien Laws. Mortgagee is hereby authorized and empowered, at its option, to do as Mortgagee all things provided in the mechanics' lien laws of Ohio, including without limitation, Section 1311.14 of the Ohio Revised Code, and all amendments and supplements thereto.

31. Indenture Trustee. The actions of Mortgagee hereunder are subject to the provisions of the Indenture. Mortgagee shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, to take or refrain from taking action (including, without limitation, the release or substitution of Mortgaged Property), and shall be entitled to all the protections, exculpations, immunities and standard of care, in each case in accordance with this Mortgage and the Indenture.

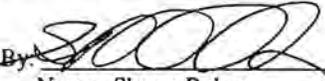
32. State Specific Provisions. To the extent of any inconsistency between this Section and the other provisions of this Mortgage, the terms and provisions of this Section shall govern and control.

(a) In addition to any other sum secured hereby, this Mortgage shall also secure the unpaid principal balance of, plus accrued interest on, any amount of money loaned, advanced or paid by Mortgagee to or for the account and benefit of Mortgagor, after this Mortgage is delivered and filed with the Recorder's Office, Hancock County, Ohio for recording (each such advance herein called a 'Future Advance'). Any such Future Advance is to be made by the Noteholders pursuant to the terms of the Indenture. The maximum amount of the principal sum which is evidenced and secured by the Indenture, the Notes and this Mortgage, which may be unpaid and outstanding at any time is Four Hundred Thirty Million and 00/100 Dollars (\$430,000,000.00) such principal sum representing the amounts disbursed on the date hereof and all such Future Advances, exclusive of interest thereon, and exclusive of any sums advanced as provided in Section 32 (b) hereof, it being intended by this Section 32 (a) to acknowledge, affirm and comply with the provisions of §5301.232 of the Ohio Revised Code. The final maturity date of the Obligations and other sums payable under the Indenture and Notes, this Mortgage and the other Transaction Documents is November 21, 2025.

(b) In addition to the Obligations described herein, this Mortgage secures the unpaid balances of advances made, with respect to the Mortgaged Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Mortgaged Property, it being the intent of this Section 32 (b) to acknowledge, affirm and comply with the provisions of Section 5301.233 of the Ohio Revised Code.

This Mortgage is intended to be effective as of the date first above written.

GTPACQUISITION PARTNERS II, LLC,
a Delaware limited liability company

By: 
Name: Shawn Ruben
Title: Secretary

STATE OF FLORIDA)
: ss.:
COUNTY OF PALM BEACH)

ACKNOWLEDGMENT

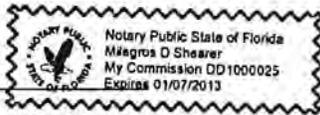
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Shawn Ruben, whose name as Secretary of GTP ACQUISITION PARTNERS II, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is personally known to me or who produced _____ as identification and acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal on this the 3rd day of June, 2011.


Notary Public **Milagros D. Shearer**

(SEAL)

My Commission Expires: _____



This Instrument Prepared By:

Milagros Shearer
Global Tower, LLC
750 Park of Commerce Blvd., Suite 300
Boca Raton, FL 33487

SCHEDULE A

DESCRIPTION OF THE FEE-OWNED LAND

NONE

SCHEDULE B-1

DESCRIPTION OF THE OCCUPANCY AGREEMENT(S)

Site ID: OH-5013

Site Name: Rieman

Original Landlord Name: Karl L. Rieman and Teresa A. Rieman

Current Landlord Name: Karl L. Rieman and Teresa A. Rieman

Original Tenant Name: Unisite, Inc., a Delaware corporation

Current Tenant Name: GTP Acquisition Partners II, LLC, a Delaware limited liability company

Lease Execution Date: July 10, 2001

Recording Information: Memorandum of Ground Lease between Karl L. Rieman and Teresa A. Rieman, husband and wife, to Unisite, Inc. recorded 11/15/2000 in Volume 2000, page 45, Hancock County Recorder's Office.
Assignment and Assumption of Ground Lease dated December 18, 2003, from Unisite, Inc. to Global Tower, LLC (f/k/a Global Tower Holdings, LLC).
Assignment and Assumption of Ground Lease by and among Global Tower, LLC and GTP Acquisition Partners II, LLC, recorded in Instrument Number 20060000881, Book 2285, page 860, Hancock County Recorder's Office.

SCHEDULE B-2

DESCRIPTION OF THE OCCUPIED LAND

Site ID: OH-5013

Site Name: Rieman

Site Address: TWP 56 (16989 TR 56), Mount Cory, Hancock County, OH 45868

Part of the southwest ¼ of section 26, town 1 south, range 9 east, Union Township,
Hancock County, Ohio.

PROPERTY DESCRIPTION

PART OF THE FOLLOWING DESCRIBED PROPERTY, WHICH PART TO BE DETERMINED BY APPROPRIATE SURVEY:

SITUATED IN THE TOWNSHIP OF UNION, COUNTY OF HANCOCK AND THE STATE OF OHIO:

AND KNOWN AS THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP ONE (1) SOUTH, RANGE NINE (9) EAST, CONTAINING 160 ACRES, AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL AS APPROPRIATED BY THE STATE OF OHIO IN CASE NO. 32590 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE DIVIDING SECTIONS TWENTY-SEVEN (27) AND TWENTY-SIX (26), SAID POINT BEING 409.16 FEET NORTH 01°39'19" EAST OF THE SOUTHWEST CORNER OF SAID SECTION 26 AND 150.00 FEET LEFT OF STATION 262 PLUS 37.09 IN SAID CENTERLINE OF SURVEY; THENCE NORTHEASTERLY AND ALONG A CURVE BEARING LEFT AND HAVING A RADIUS OF 12127.67 FEET, A DISTANCE OF 931.10 FEET TO A POINT 150.00 FEET LEFT OF STATION 271 PLUS 79.69 IN SAID CENTERLINE OF SURVEY; THENCE NORTH 47°20'00" EAST, A DISTANCE OF 2340.79 FEET TO A POINT IN THE NORTH PROPERTY LINE OF R. LEHR GREEN, SAID POINT BEING 150.00 FEET LEFT OF STATION 295 PLUS 20.48 IN SAID CENTERLINE OF SURVEY; THENCE SOUTH 87°48'30" EAST ALONG SAID NORTH PROPERTY LINE OF R. LEHR GREEN; A DISTANCE OF 294.17 FEET TO A POINT IN THE INTERSECTION BETWEEN THE NORTH AND EAST PROPERTY LINE OF R. LEHR GREEN, SAID POINT BEING 67.50 FEET RIGHT OF STATION 297 PLUS 29.00 IN SAID CENTERLINE OF SURVEY; THENCE SOUTH 01°54'31" WEST ALONG THE EAST PROPERTY LINE OF R. LEHR GREEN, A DISTANCE OF 129.88 FEET TO A POINT 150.00 FEET RIGHT OF STATION 298 PLUS 37.88 IN SAID CENTERLINE OF SURVEY; THENCE SOUTH 47°20'00" WEST, A DISTANCE OF 2458.17 FEET TO A POINT 150.00 FEET RIGHT OF STATION 271 PLUS 79.69 IN SAID CENTERLINE OF SURVEY; THENCE SOUTHWESTERLY AND ALONG A CURVE BEARING RIGHT AND HAVING A RADIUS OF 12427.67 FEET, A DISTANCE OF 1203.09 FEET TO A POINT 150.00 FEET RIGHT OF STATION 269 PLUS 91.12 IN SAID CENTERLINE OF SURVEY; THENCE NORTH 01°39'18" EAST ALONG THE SECTION LINE DIVIDING SAID SECTION 27 AND 26, A DISTANCE OF 387.93 FEET TO THE POINT OF BEGINNING, CONTAINING 24.14 ACRES, MORE OR LESS.

ALSO LESS AND EXCEPT: BEING A PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP ONE (1) SOUTH, RANGE NINE (9) EAST, A TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON STAKE IN THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, AND DESCRIBED AS LYING NORTH 01°38'45" EAST, A DISTANCE OF 1644.45 FEET FROM A STONE MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26, THENCE FROM THE ABOVE DESCRIBED POINT OF BEGINNING AND ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 26, NORTH 01°38'45" EAST, A DISTANCE OF 874.92 FEET TO AN IRON STAKE SET IN THE SOUTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY ROUTE NO. 75; THENCE WITH SAID LIMITED ACCESS RIGHT-OF-WAY LINE, SOUTH 47°20' WEST, A DISTANCE OF 1252.45 FEET TO AN IRON STAKE; THENCE SOUTH 88°21'15" EAST, A DISTANCE OF 896.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.000 ACRES OF LAND MORE OR LESS.

ALSO, AN EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS A STRIP OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 9 EAST, UNION TOWNSHIP, HANCOCK COUNTY, OHIO AND DESCRIBED AS FOLLOWS TO-WIT:

OH-503

SCHEDULE C
(Continued)

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26; THENCE WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, NORTH 01°38'45" EAST A DISTANCE OF 1644.46 FEET TO AN IRON STAKE, THENCE NORTH 88°21'15" WEST, A DISTANCE OF 25.00 FEET TO AN IRON STAKE; THENCE PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER, SOUTH 01°38'45" WEST A DISTANCE OF 1644.49 FEET TO A POINT IN THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 26; THENCE WITH SAID SOUTH LINE, BEING ALSO THE CENTERLINE OF TOWNSHIP ROAD NO. 25, SOUTH 88°25' EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT: SITUATED IN THE TOWNSHIP OF UNION, COUNTY OF HANCOCK AND STATE OF OHIO;

BEING A PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-SIX (26), TOGETHER WITH A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (1/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP ONE (1) SOUTH, RANGE NINE (9) EAST, A TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26, THENCE ALONG THE SECTION LINE COMMON TO SECTION 26 AND SECTION 35, SOUTH 88°23'11" EAST, A DISTANCE OF 76.65 FEET TO AN IRON STAKE; THENCE INTO SECTION 35, SOUTH 07°21'25" WEST A DISTANCE OF 103.47 FEET TO AN IRON STAKE; THENCE NORTH 76°19'30" EAST, A DISTANCE OF 390.46 FEET TO AN IRON STAKE IN THE SECTION LINE COMMON TO SECTION 26 AND SECTION 35; THENCE ALONG SAID SECTION LINE, SOUTH 88°23'11" EAST, A DISTANCE OF 411.27 FEET TO A POINT; THENCE AT RIGHT ANGLES, NORTH, 01°38'48" EAST, A DISTANCE OF 773.15 FEET TO AN IRON STAKE IN THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY ROUTE NO. 75; SAID POINT ALSO DESCRIBED AS LYING 150.00 FEET RIGHT OF STATION 271+15.76 IN THE CENTERLINE OF SURVEY OF SAID HIGHWAY; THENCE SOUTHWESTERLY ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 12,427.67 FEET AND A CENTRAL ANGLE OF 05°14'54", A DISTANCE OF 1138.38 FEET TO A POINT DESCRIBED AS LYING 150.00 FEET RIGHT OF STATION 259+91.12 IN THE CENTERLINE OF SURVEY OF SAID HIGHWAY AND LYING IN THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 26; THE CHORD OF SAID CURVE BEARING SOUTH 50°15'20" WEST, A DISTANCE OF 1138.00 FEET; THENCE WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 26, SOUTH 01°39'19" WEST, A DISTANCE OF 21.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.086 ACRES OF LAND, MORE OR LESS, OF WHICH 7.633 ACRES LIES IN SECTION 26 AND 0.439 ACRES LIES IN SECTION 35; SAID TRACT SUBJECT TO ALL LEGAL HIGHWAYS AND PRIOR EASEMENTS.

201100008608
Filed for Record in
HANCOCK COUNTY OHIO
NIKKI G BELTZ, RECORDER
09-23-2011 At 03:16 PM.
MORTGAGE 248.00
OR Book 2404 Page 2704 - 2730

9/2

201200003995
FIDELITY NATIONAL TITLE GROUP
7130 GLEN FOREST DR STE 300
RICHMOND VA 23226-3281

AFTER RECORDING, RETURN TO:

Fidelity National Title Group
Commercial Lender-Search-Franchise Services
7130 Glen Forest Drive, Suite 300
Richmond, VA 23222

For Recording Purposes

Hancock County, Ohio

FIRST AMENDMENT TO OPEN-END MORTGAGE, FIXTURE FILING, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

(Maximum Amount Unpaid Principal Indebtedness: \$500,000,000)

THIS FIRST AMENDMENT TO OPEN-END MORTGAGE, FIXTURE FILING, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is entered into effective as of JUNE 10, 2011, by GTP ACQUISITION PARTNERS II, LLC, a Delaware limited liability company (the "Mortgagor"), with a mailing address of 750 Park of Commerce Blvd., Suite 300, Boca Raton, FL 33487, Attention: Legal Department, for the use and benefit of THE BANK OF NEW YORK MELLON as successor Indenture Trustee to JPMORGAN CHASE BANK, N.A., as Indenture Trustee on behalf of the Noteholders referred to below (in such capacity, the "Mortgagee"), which term shall be deemed to include successors and assigns as mortgagee under the Mortgage, as hereinafter defined), whose address is ABS Structured Finance Services, 101 Barclay Street - Floor 4 West, New York, New York 10286, Attention: Alan Terezian, and is as follows:

Background

A. Mortgagor is the owner of (i) the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached (the "Owned Land"), and/or (ii) a leasehold estate, easement estate, or easement in gross in the parcel(s) of real property, if any, described on Schedule B-2 attached (the "Occupied Land"; the Owned Land and the Occupied Land are sometimes referred to herein collectively as the "Land") pursuant to the agreement(s) and instruments described on Schedule B-1 attached hereto (as the same may be amended, supplemented or otherwise modified from time to time with the prior written consent of Mortgagee, collectively, the "Occupancy Agreements"); and, other than buildings, improvements, structures and fixtures owned by lessees under Leases (as defined in the Mortgage), owns, leases or otherwise has the right to use all of the buildings, improvements, structures and fixtures now or subsequently located on the Land (the "Improvements"; the Land and the Improvements being collectively referred to as the "Real Estate").

~~1092259~~ 10946928
OH-5013

B. Pursuant to that certain Indenture dated as of November 21, 2005 among Grantee, GTP Acquisition Partners I, LLC, a Delaware limited liability company (the "Issuer"), and certain other parties named therein (as the same may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, the "Indenture"), the Issuer has incurred indebtedness evidenced by promissory notes, and may from time to time incur additional indebtedness and issue additional promissory notes in connection with the provisions of the Indenture (as such notes may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, and any notes issued pursuant to the Indenture after the date hereof, collectively, the "Notes"). The holders of the Notes from time to time and their successors and assigns are hereinafter referred to as the "Noteholders".

C. Pursuant to the Indenture, the Mortgagor has executed and delivered that certain Amended and Restated Subsidiary Guarantee, dated as of November 21, 2005, made by and among Mortgagor and the other guarantors from time to time named therein in favor of the Indenture Trustee (as the same may be amended, restated, replaced, supplemented, substituted, or otherwise modified from time to time, the "Guarantee").

D. Pursuant to the Indenture, and to secure the full, prompt and final payment and performance of all of the Obligations (as defined in the Mortgage), Mortgagor has executed and delivered that certain Open-End Mortgage, Fixture Filing, Security Agreement and Assignment of Leases and Rents dated as of June 3, 2011 (the "Mortgage"), for the benefit of the Noteholders and such other parties designated in the Indenture from time to time as holding Obligations. *Mortgage recorded 9/22/201 Book Page 2404/2704*

E. Mortgagor has requested, and Mortgagee has agreed, to modify the Mortgage to extend the final maturity date of the Obligations and other sums payable under the Indenture and Notes, the Mortgage and the other Transaction Documents to JUNE 15, 2041.

NOW, THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Definitions. Capitalized terms used, but not defined, in this Amendment will have the meanings given to such terms in the Mortgage. All references in all Transaction Documents to the "Mortgage" shall mean the Mortgage, as modified and amended by this Amendment, and any and all other or further renewals, modifications, amendments, supplements, restatements, extensions, consolidations, substitutions, spreaders and replacements of the Mortgage.

2. Amendment to Mortgage.

2.1 Modification of Final Maturity Date. The last sentence of Section 32 of the Mortgage appearing on page 21 thereof is hereby deleted in its entirety, and the following is hereby substituted therefore:

"The final maturity date of the Obligations and other sums payable under the Indenture and Notes, the Mortgage and the other Transaction Documents is JUNE 15, 2041."

3. One Agreement; References; Reaffirmation of Security. Except as expressly amended hereby, all of the provisions of the Mortgage are hereby ratified and confirmed for all purposes and remain in full force and effect as written. To the extent that the provisions of this Amendment are inconsistent with the provisions of the Mortgage, the provisions of this Amendment shall control and the

Mortgage shall be deemed to be amended hereby. The Mortgage, as amended by this Amendment, will be construed as one agreement. All references in any of the Transaction Documents to the Mortgage will be deemed to be references to the Mortgage, as amended by this Amendment. However, this Amendment is in no way intended, nor shall it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests in, and other liens on, the Mortgaged Property granted to, or held by, the Mortgagee pursuant to the Mortgage, which security interests and other liens Mortgagee, by this Amendment, acknowledges, reaffirms, confirms for all purposes and, as applicable, re-grants to Mortgagee, and which security interests and other liens continue in existence under the Mortgage, as amended by this Amendment. Without limiting the generality of the ratifications contained elsewhere in this Amendment, (i) Mortgagee ratifies and reaffirms any and all grants to Mortgagee of security interests and liens on the Mortgaged Property as security for the payment and performance of all Obligations of every kind and nature, now existing or hereafter arising, and (ii) Mortgagee acknowledges and confirms that the grants of the security interests and liens on the Mortgaged Property represent valid, first priority security interests and liens on the Mortgaged Property.

4. Representations. Mortgagee hereby represents and warrants to Mortgagee that: (a) Mortgagee has the legal power and authority to execute and deliver this Amendment; (b) the party executing this Amendment on behalf of the Mortgagee has been duly authorized to execute and deliver the same and bind Mortgagee with respect to the provisions hereof; (c) the execution and delivery hereof by Mortgagee and the performance and observance by Mortgagee of the provisions hereof do not violate or conflict with the organizational documents or agreements of Mortgagee, or any law applicable to it or result in a breach of any provisions of or constituting default under any agreement, instrument or document binding upon or enforceable against Mortgagee; and (d) this Amendment constitutes a valid and binding obligation of Mortgagee in every respect, enforceable against Mortgagee in all respects. Mortgagee further represents to Mortgagee that no Event of Default or other default exists under or as defined in the Mortgage, the Indenture, the Notes or any other Transaction Documents, and no event currently exists that given the passage of time or the giving of notice or both would constitute such a default.

5. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Ohio.

[Remainder of this page is intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Mortgagor has executed this Amendment as of the date first above written.

GTP ACQUISITION PARTNERS II, LLC,
a Delaware limited liability company

By: [Signature]
Name: Shawn Ruben, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH, SS:

The foregoing instrument was acknowledged before me this 10th day of JUNE, 2011, by Shawn Ruben, the Secretary of GTP ACQUISITION PARTNERS II, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

My commission expires:
1/25/2014

[Signature]
Notary Public
[SEAL] NOTARY PUBLIC-STATE OF FLORIDA
Julia A. Wellington
Commission # DD955494
Expires: JAN. 25, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Prepared by: Donise E. Foos, Global Tower Partners, 750 Park of Commerce Boulevard, Suite 300, Boca Raton, Florida 33487

SCHEDULE A

DESCRIPTION OF THE FEE-OWNED LAND

NONE

SCHEDULE B-1

DESCRIPTION OF THE OCCUPANCY AGREEMENT(S)

Site ID: OH-5013

Site Name: Rieman

Original Landlord Name: Karl L. Rieman and Teresa A. Rieman

Current Landlord Name: Karl L. Rieman and Teresa A. Rieman

Original Tenant Name: Unisite, Inc., a Delaware corporation

Current Tenant Name: GTP Acquisition Partners II, LLC, a Delaware limited liability company

Lease Execution Date: July 10, 2001

Recording Information: Memorandum of Ground Lease between Karl L. Rieman and Teresa A. Rieman, husband and wife, to Unisite, Inc. recorded 11/15/2000 in Volume 2000, page 45, Hancock County Recorder's Office.
Assignment and Assumption of Ground Lease dated December 18, 2003, from Unisite, Inc. to Global Tower, LLC (f/k/a Global Tower Holdings, LLC).
Assignment and Assumption of Ground Lease by and among Global Tower, LLC and GTP Acquisition Partners II, LLC, recorded in Instrument Number 20060000881, Book 2285, page 860, Hancock County Recorder's Office.

SCHEDULE B-2

DESCRIPTION OF THE OCCUPIED LAND

Site ID: OH-5013

Site Name: Rieman

Site Address: TWP 56 (16989 TR 56), Mount Cory, Hancock County, OH 45868

Part of the southwest ¼ of section 26, town 1 south, range 9 east, Union Township,
Hancock County, Ohio.

PROPERTY DESCRIPTION

PART OF THE FOLLOWING DESCRIBED PROPERTY, WHICH PART TO BE DETERMINED BY APPROPRIATE SURVEY:

SITUATED IN THE TOWNSHIP OF UNION, COUNTY OF HANCOCK AND THE STATE OF OHIO:

AND KNOWN AS THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP ONE (1) SOUTH, RANGE NINE (9) EAST, CONTAINING 160 ACRES, AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL AS APPROPRIATED BY THE STATE OF OHIO IN CASE NO. 32590 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SECTION LINE DIVIDING SECTIONS TWENTY-SEVEN (27) AND TWENTY-SIX (26), SAID POINT BEING 409.18 FEET NORTH 01°39'19" EAST OF THE SOUTHWEST CORNER OF SAID SECTION 26 AND 150.00 FEET LEFT OF STATION 262 PLUS 37.09 IN SAID CENTERLINE OF SURVEY; THENCE NORTHEASTERLY AND ALONG A CURVE BEARING LEFT AND HAVING A RADIUS OF 12127.67 FEET, A DISTANCE OF 931.10 FEET TO A POINT 150.00 FEET LEFT OF STATION 271 PLUS 79.69 IN SAID CENTERLINE OF SURVEY; THENCE NORTH 47°20'00" EAST, A DISTANCE OF 2340.79 FEET TO A POINT IN THE NORTH PROPERTY LINE OF R. LEHR GREEN, SAID POINT BEING 150.00 FEET LEFT OF STATION 295 PLUS 20.48 IN SAID CENTERLINE OF SURVEY; THENCE SOUTH 87°48'30" EAST ALONG SAID NORTH PROPERTY LINE OF R. LEHR GREEN; A DISTANCE OF 294.17 FEET TO A POINT IN THE INTERSECTION BETWEEN THE NORTH AND EAST PROPERTY LINE OF R. LEHR GREEN, SAID POINT BEING 57.50 FEET RIGHT OF STATION 297 PLUS 29.00 IN SAID CENTERLINE OF SURVEY; THENCE SOUTH 01°54'31" WEST ALONG THE EAST PROPERTY LINE OF R. LEHR GREEN, A DISTANCE OF 129.86 FEET TO A POINT 150.00 FEET RIGHT OF STATION 298 PLUS 37.86 IN SAID CENTERLINE OF SURVEY; THENCE SOUTH 47°20'00" WEST, A DISTANCE OF 2458.17 FEET TO A POINT 150.00 FEET RIGHT OF STATION 271 PLUS 79.69 IN SAID CENTERLINE OF SURVEY; THENCE SOUTHWESTERLY AND ALONG A CURVE BEARING RIGHT AND HAVING A RADIUS OF 12427.67 FEET, A DISTANCE OF 1203.09 FEET TO A POINT 150.00 FEET RIGHT OF STATION 259 PLUS 91.12 IN SAID CENTERLINE OF SURVEY; THENCE NORTH 01°39'18" EAST ALONG THE SECTION LINE DIVIDING SAID SECTION 27 AND 26, A DISTANCE OF 387.93 FEET TO THE POINT OF BEGINNING, CONTAINING 24.14 ACRES, MORE OR LESS.

ALSO LESS AND EXCEPT: BEING A PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP ONE (1) SOUTH, RANGE NINE (9) EAST, A TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON STAKE IN THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 26, AND DESCRIBED AS LYING NORTH 01°38'46" EAST, A DISTANCE OF 1644.45 FEET FROM A STONE MARKING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26, THENCE FROM THE ABOVE DESCRIBED POINT OF BEGINNING AND ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 26, NORTH 01°38'45" EAST, A DISTANCE OF 874.82 FEET TO AN IRON STAKE SET IN THE SOUTHEASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY ROUTE NO. 75; THENCE WITH SAID LIMITED ACCESS RIGHT-OF-WAY LINE, SOUTH 47°20' WEST, A DISTANCE OF 1252.45 FEET TO AN IRON STAKE; THENCE SOUTH 88°21'15" EAST, A DISTANCE OF 898.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.000 ACRES OF LAND MORE OR LESS.

ALSO, AN EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS OVER AND ACROSS A STRIP OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 9 EAST, UNION TOWNSHIP, HANCOCK COUNTY, OHIO AND DESCRIBED AS FOLLOWS TO-WIT:

OH-5013

SCHEDULE C
(Continued)

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 28; THENCE WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, NORTH 01°38'45" EAST A DISTANCE OF 1844.45 FEET TO AN IRON STAKE, THENCE NORTH 88°21'15" WEST, A DISTANCE OF 25.00 FEET TO AN IRON STAKE; THENCE PARALLEL TO THE EAST LINE OF SAID SOUTHWEST QUARTER, SOUTH 01°38'45" WEST A DISTANCE OF 1844.49 FEET TO A POINT IN THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 28; THENCE WITH SAID SOUTH LINE, BEING ALSO THE CENTERLINE OF TOWNSHIP ROAD NO. 25, SOUTH 88°25' EAST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT: SITUATED IN THE TOWNSHIP OF UNION, COUNTY OF HANCOCK AND STATE OF OHIO:

BEING A PART OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-SIX (26), TOGETHER WITH A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (1/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP ONE (1) SOUTH, RANGE NINE (9) EAST, A TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A RAILROAD SPIKE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 26, THENCE ALONG THE SECTION LINE COMMON TO SECTION 26 AND SECTION 35, SOUTH 88°23'11" EAST, A DISTANCE OF 78.65 FEET TO AN IRON STAKE; THENCE INTO SECTION 35, SOUTH 07°21'25" WEST A DISTANCE OF 103.47 FEET TO AN IRON STAKE; THENCE NORTH 78°19'30" EAST, A DISTANCE OF 390.48 FEET TO AN IRON STAKE IN THE SECTION LINE COMMON TO SECTION 26 AND SECTION 35; THENCE ALONG SAID SECTION LINE, SOUTH 88°23'11" EAST, A DISTANCE OF 411.27 FEET TO A POINT; THENCE AT RIGHT ANGLES, NORTH, 01°38'49" EAST, A DISTANCE OF 773.15 FEET TO AN IRON STAKE IN THE SOUTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY ROUTE NO. 75; SAID POINT ALSO DESCRIBED AS LYING 150.00 FEET RIGHT OF STATION 271+15.76 IN THE CENTERLINE OF SURVEY OF SAID HIGHWAY; THENCE SOUTHWESTERLY ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 12,427.87 FEET AND A CENTRAL ANGLE OF 05°14'54", A DISTANCE OF 1138.38 FEET TO A POINT DESCRIBED AS LYING 150.00 FEET RIGHT OF STATION 259+01.12 IN THE CENTERLINE OF SURVEY OF SAID HIGHWAY AND LYING IN THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28; THE CHORD OF SAID CURVE BEARING SOUTH 50°15'20" WEST, A DISTANCE OF 1138.00 FEET; THENCE WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 28, SOUTH 01°39'19" WEST, A DISTANCE OF 21.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.066 ACRES OF LAND, MORE OR LESS, OF WHICH 7.833 ACRES LIES IN SECTION 26 AND 0.439 ACRES LIES IN SECTION 35; SAID TRACT SUBJECT TO ALL LEGAL HIGHWAYS AND PRIOR EASEMENTS.

201200003995
Filed for Record in
HANCOCK COUNTY OHIO
NIKKI G BELTZ, RECORDER
04-23-2012 At 11:19 am.
AMEND HTGE 116.00
OR Book 2417 Page 686 - 694

Memorandum of Trust
(O.R.C. 5301.255)

1. The following Trust is the subject of this Memorandum:

Karl L. Rieman and Teresa A. Rieman, Trustees, or their successors in trust, under the Karl L. Rieman Living Trust, dated October 19, 2001, and any amendments thereto.

2. The name and address of the Trustmaker of the trust are as follows:

Karl L. Rieman
16570 T. R. 56
Bluffton, Ohio 45817

3. The names and addresses of the Trustees of the trust are as follows:

Karl L. Rieman 16570 T. R. 56 Bluffton, Ohio 45817	Teresa A. Rieman 16570 T. R. 56 Bluffton, Ohio 45817
--	--

4. The Trust was executed on October 19, 2001.

5. The trust instrument is in the possession of the above-named Trustmaker.

6. Pursuant to O.R.C. Section 5301.255(A)(2)(c), the powers specified in the trust relative to the acquisition, sale, or encumbering of real property by the Trustee(s) or the conveyance of real property by the Trustee(s), and any restrictions upon those powers, are as follows:

u. Real Estate Powers

My Trustee may purchase, sell, transfer, exchange, convey or otherwise acquire or dispose of any real estate.

My Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under the trust agreement.

My Trustee may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

My Trustee may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

My Trustee may elect to insure, as it deems advisable, all actions contemplated by this subsection.

My Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

My Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in the trust agreement.

7. This Memorandum of Trust was executed at Franklin County, Ohio, on October 19, 2001.

Witnesses:

Joan K. Glassford
Joan K. Glassford
(print name) (as to all)

William K. Root
William K. Root
(print name) (as to all)

Karl L. Rieman
Karl L. Rieman, Trustmaker

Teresa A. Rieman
Teresa A. Rieman, Trustee

Karl L. Rieman
Karl L. Rieman, Trustee

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Karl L. Rieman, Trustmaker.

Witness my hand and official seal.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Karl L. Rieman and Teresa A. Rieman, Trustees.

Witness my hand and official seal.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

This Instrument Prepared By:

William K. Root
Attorney at Law
5060 Bradenton Avenue, Suite C, Dublin, Ohio 43017
(614) 760-1801 / Facsimile (614) 889-5250

200200000979
Filed for Record in
HANCOCK COUNTY OHIO
ANITA M. MUSGRAVE
01-16-2002 At 03:44 PM.
MEMO TRUST 18.00
OR Book 2127 Page 83 - 85

Memorandum of Trust
(O.R.C. 5301.255)

1. The following Trust is the subject of this Memorandum:

Teresa A. Rieman and Karl L. Rieman, Trustees, or their successors in trust, under the Teresa A. Rieman Living Trust, dated October 19, 2001, and any amendments thereto.

2. The name and address of the Trustmaker of the trust are as follows:

Teresa A. Rieman
16570 T. R. 56
Bluffton, Ohio 45817

3. The names and addresses of the Trustees of the trust are as follows:

Teresa A. Rieman 16570 T. R. 56 Bluffton, Ohio 45817	Karl L. Rieman 16570 T. R. 56 Bluffton, Ohio 45817
--	--

4. The Trust was executed on October 19, 2001.

5. The trust instrument is in the possession of the above-named Trustmaker.

6. Pursuant to O.R.C. Section 5301.255(A)(2)(c), the powers specified in the trust relative to the acquisition, sale, or encumbering of real property by the Trustee(s) or the conveyance of real property by the Trustee(s), and any restrictions upon those powers, are as follows:

u. Real Estate Powers

My Trustee may purchase, sell, transfer, exchange, convey or otherwise acquire or dispose of any real estate.

My Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under the trust agreement.

My Trustee may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

My Trustee may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

My Trustee may elect to insure, as it deems advisable, all actions contemplated by this subsection.

My Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

My Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in the trust agreement.

7. This Memorandum of Trust was executed at Franklin County, Ohio, on October 19, 2001.

Witnesses:

Joan K. Glassford
Joan K. Glassford
(print name) (as to all)

William F. Root
William F. Root
(print name) (as to all)

Teresa A. Rieman
Teresa A. Rieman, Trustmaker

Teresa A. Rieman
Teresa A. Rieman, Trustee

Karl L. Rieman
Karl L. Rieman, Trustee

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Teresa A. Rieman, Trustmaker.

Witness my hand and official seal.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Teresa A. Rieman and Karl L. Rieman, Trustees.

Witness my hand and official seal.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

This Instrument Prepared By:

William K. Root, Esq.
Attorney at Law
5060 Bradenton Avenue, Suite C, Dublin, Ohio 43017
(614) 760-1801 / Facsimile (614) 889-5250

200200000977
Filed for Record in
HANCOCK COUNTY OHIO
ANITA M. MUSGRAVE
01-16-2002 At 03:44 pm.
MEMO TRUST 18.00
OR Book 2127 Page 66 - 68

Know All Men By These Presents.

That, We, Karl L. Rieman and Teresa A. Rieman, husband and wife, who acquired title by instruments recorded in Volume 312, Page 627 and Volume 321, Page 271 of the Deed Records of Hancock County, Ohio

for the consideration of One Dollar (\$1.00) and other valuable consideration received to our full satisfaction of

Daniel M. Snyder and Mary M. Snyder, husband and wife, whose tax mailing address will be 1112 6th Street, Findlay, Ohio

Give, Grant, Bargain, Sell and Convey unto the said Grantees, their heirs and assigns, the following described premises, situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Southwest Quarter (1/4) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at an iron stake in the East line of the Southwest Quarter of Section 26, and described as lying North 01° 38' 45" East, a distance of 1644.45 feet from a stone marking the Southeast corner of the Southwest Quarter of Section 26; thence from the above described point of beginning and along the East line of said Southwest Quarter of Section 26, North 01° 38' 45" East, a distance of 874.92 feet to an iron stake set in the southeasterly Limited Access Right-of-Way line of Interstate Highway Route No. 75; thence with said Limited Access Right-of-Way line, South 47° 20' West, a distance of 1252.45 feet to an iron stake; thence South 88° 21' 15" East, a distance of 896.18 feet to the point of beginning and containing 9.000 acres of land, more or less.

ALSO, an easement for the purpose of ingress and egress over and across a strip of land situated in the Southwest Quarter of Section 26, Township 1 South, Range 9 East, Union Township, Hancock County, Ohio, and described as follows, to-wit:

Beginning at the Southeast corner of the Southwest Quarter of Section 26; thence with the East line of said Southwest Quarter, North 01° 38' 45" East, a distance of 1644.45 feet to an iron stake; thence North 88° 21' 15" West, a distance of 25.00 feet to an iron stake; thence parallel to the east line of said Southwest Quarter, South 01° 38' 45" West, a distance of 1644.49 feet to a point in the South line of said Southwest Quarter of Section 26; thence with said South line, being also the centerline of Township Road No. 25, South 88° 25' East, a distance of 25.00 feet to the point of beginning

THIS IS A SURVEYOR DESCRIPTION PREPARED BY JAN F. NIGH, REGISTERED SURVEYOR NUMBER 5490, GLEN A. PETERMAN & ASSOCIATES.

45.20

I hereby certify that this conveyance is in compliance with section 319.202 of the Revised Code.

Edward K. Hughes
HANCOCK COUNTY AUDITOR

be the same more or less, but subject to all legal highways.

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, Karl L. Rieman and Teresa A. Rieman, 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 real estate taxes and installments of assessments, if any, for the year 1972 and thereafter; and except easements and rights of way of record. Grantors agree to pay the real estate taxes and installments of assessments, if any, for the years 1971 and 1972 and Grantees assume and agree to pay all thereafter, and that we will warrant and defend said premises, with the appurtenances thereunto belonging, to the said Grantees, their heirs and assigns, against all lawful claims and demands whatsoever, except as above noted.

And for valuable consideration, I, Teresa A. Rieman, wife of the said Karl L. Rieman, and I, Karl L. Rieman, husband of the said Teresa A. Rieman, do hereby remise, release and forever quit-claim unto the said Grantees, their heirs and assigns, all my right and expectancy of Dower in the above described premises.

In Witness Whereof, We have hereunto set our hands, the 21st day of April, in the year of our Lord one thousand nine hundred and seventy-two.

Signed and acknowledged in presence of

[Signatures of Lloyd D. Phillips and Notary Public]

[Signature of Karl L. Rieman]
Karl L. Rieman

[Signature of Teresa A. Rieman]
Teresa A. Rieman

State of Ohio, } ss. Before me, a Notary Public
HANCOCK County, } in and for said County and State, personally appeared
the above named

Karl L. Rieman and Teresa A. Rieman, 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 Findlay, Ohio, this 21st day of April, A. D. 1972.

[Signature of Lloyd D. Phillips]
Notary Public

LLOYD D. PHILLIPS, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date,
Section 147.02 R. C.

This instrument prepared by DRAKE, PHILLIPS, GOETZ & KUENZLI
ATTORNEYS, FINDLAY, OHIO - plp

1926
DRAKE, PHILLIPS, GOETZ & KUENZLI

KARL L. RIEMAN
AND
TERESA A. RIEMAN

TO

DANIEL M. SNYDER
AND
MARY M. SNYDER

Transferred April 24 1972
Edward K. Hupp
COUNTY AUDITOR

STATE OF OHIO

COUNTY OF Hancock SS

RECEIVED FOR RECORD ON THE

24 day of April 1972

at 1140 block A M

and RECORDED April 24 1972 in

DEED Book 363 PAGE 735

Waldo C. Fols
COUNTY RECORDER

RECORDERS FEE \$ 3.00

(Mail)

GENERAL WARRANTY DEED*

Karl L. Rieman and Teresa A. Rieman, husband and wife, of Hancock County, Ohio, for valuable consideration paid, grant with general warranty covenants to Teresa A. Rieman and Karl L. Rieman, Trustees, or their successors in trust, under the Teresa A. Rieman Living Trust, dated October 19, 2001, and any amendments thereto, whose tax mailing address is 16570 T. R. 56, Bluffton, OH 45817, the following real property:

An undivided one-half interest in the following:

See Exhibit A attached hereto and incorporated herein.

Parcel No. see attached Exhibit A

Property Address: see attached Exhibit A

Prior Instrument Reference: Volume , page , of the Deed Records of Hancock County, Ohio.

Subject to taxes and assessments which are now or may hereafter become liens on said premises and except the conditions and restrictions and easements, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

WITNESS our hands this October 19, 2001.

Signed and acknowledged in the presence of:

Witness signature: Joan K. Glassford
Print Name: Joan K. Glassford

Witness signature: William K. Root
Print Name: William K. Root

Karl L. Rieman signature
Karl L. Rieman

Teresa A. Rieman signature
Teresa A. Rieman

(Deed continued on the following page)

State of Ohio

County of Franklin, ss:

BE IT REMEMBERED, that on this October 19, 2001, before me, the subscriber, a Notary Public, in and for said county, personally came, Karl L. Rieman and Teresa A. Rieman, the Grantors in the foregoing Deed, acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

This instrument was prepared by:

William K. Root, Esq.
Attorney at Law
5060 Bradenton Avenue, Suite C
Dublin, Ohio 43017
614-760-1801

*See Ohio Revised Code Sections 5302.05 and 5302.06

EXHIBIT "A"

Parcel I:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and containing 160 acres, more or less, described as the Northeast Quarter of Section 27, Union Township, LESS AND EXCEPT the following seven tracts:

Tract I:

Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at the Southeast corner of said Northeast Quarter of Section 27; thence with the East line of said Northeast Quarter, being also the centerline of Township Road No. 56, NORTH, a distance of 198 feet to a point; thence parallel to the South line of said Northeast Quarter, North 89°20' West, a distance of 220.00 feet to an iron stake and passing an iron stake set at 20 feet; thence South, a distance of 198 feet to an iron stake set in the South line of said Northeast Quarter; thence with the South line of said Northeast Quarter of Section 27, South 89°20' East, a distance of 200.00 feet to the point of beginning and passing an iron stake set at 200 feet, the above tract containing 1.000 acres of land.

Tract II:

Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, the following described tract of land: Beginning at the intersection of the East line of said Northeast Quarter with the centerline of the Findlay-Lima Road (Old U.S. Route No. 25), and described as lying South, a distance of 119.56 feet from the Northeast corner of said Section 27; thence from the above described point of beginning and along the centerline of the Findlay-Lima Road, South 49°46' West, a distance of 327.47 feet; thence at right angles, South 40°14' East, a distance of 46.44 feet to an iron stake; thence parallel to the East line of said Northeast Quarter and 220 feet West therefrom, South, a distance of 1188.00 feet to an iron stake; thence South 89°45' East, a distance of 220.00 feet to the East line of said Northeast Quarter; thence with said East line, North, a distance of 1435.93 feet to the point of beginning and containing 6.801 acres of land.

Tract III:

Five (5) acres located along the South line of old U.S. 25 (Findlay-Lima Road) and described as beginning at the intersection of the Center line of old U.S. 25 and the East line of said Section; thence with said centerline of said Road, South 49°46' West a distance of 712.02 feet to the principal point of beginning of the said 5 acres exception; thence from said principal point of beginning and along the centerline of said Road South 49°46' West a distance of 946.95 feet to point; thence at right angles to said centerline South 40°14' East, a distance of 230 feet to an iron stake and passing an iron stake at 30 feet; thence parallel with said centerline, North 49°46' East, a distance of 946.95 feet; thence North 40°14' West a distance of 230 feet to the place of beginning, passing an iron stake set at 200 feet.

Tract IV:

Known as the West 17.37 acres off of the North Half (½) of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and more particularly described as follows: Commencing at the Northwest corner of the said North Half of said Northeast Quarter of Section aforesaid; thence East 563.39 feet to a corner; thence South 1343 feet; thence West 563.39 feet to a post; thence North 1343 feet to the place of beginning.

Tract V:

Situated in the Township of Union, County of Hancock and State of Ohio:
Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at an iron stake found marking the Northeast corner of the Northeast Quarter of Section 27; thence along the East line of said Northeast Quarter, also being the centerline of Township Road No. 56, South 00°40'20" East, a distance of 119.66 feet to a railroad spike reset marking the intersection of said East line with the centerline of County Road No. 313; thence along said centerline South 49°05'10" West, a distance of 1149.95 feet to a nail set; thence parallel with said East line of the Northeast Quarter of Section 27, North 00°40'20" West, a distance of 872.84 feet to a nail set on the North line of said Northeast Quarter and passing iron stakes set at 46.44 feet and 852.84 feet; thence along said North line, also being the centerline of County Road No. 26, South 90°00'00" East, a distance of 877.85 feet to the point of beginning and containing 10.000 acres of land, more or less, subject however to all legal highways and prior easements of record.

Tract VI:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Commencing at an iron pin found set marking the Northeast corner of Section 27; thence along the centerline of Township Road Number 56, south, a distance of 119.66 feet to a railroad spike found set on the intersection of Township Road Number 56 and County Road Number 313; thence along the centerline of County Road Number 313, South 49°46' West a distance of 327.47 feet to a railroad spike set, being the principal point of beginning of the tract of land to be herein described; thence continuing along said centerline, South 49°46' West, a distance of 384.55 feet to a point, thence South 40°14' East, a distance of 230.00 feet to a point, and passing an iron found set at 30.00 feet; thence South 49°46' West, a distance of 189.39 feet to an iron found set; thence South 40°14' East, a distance of 25.00 feet to an iron set; thence North 66°11'08" East, a distance of 331.69 feet to an iron set on the Southwest corner of Lot Number Three (3) of the Barber Subdivision; thence along the West line of Lots Numbers Two (2) and Three (3) of the Barber Subdivision, North, a distance of 396.00 feet to an iron found set; thence North 40°14' West, a distance of 46.44 feet to the principal point of beginning, and passing an iron set at 30.00 feet Southeast thereof, and containing 2.365 acres of land, more or less, subject however to all legal highways and prior easements of record.

Tract VII:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Commencing at an iron found set marking the Northeast corner of Section 27; thence along the centerline of Township Road Number Fifty-six (56), South, a distance of 119.66 feet to a railroad spike found set on the intersection of Township Road Number 56 and County Road Number 313; thence along the centerline of County Road Number 313, South 49°46' West, a distance of 1658.97 feet to a nail set, being the principal point of beginning of the tract of land to be herein conveyed; thence continuing along said centerline, South 49°46' West, a distance of 95.00 feet to a nail set; thence along the centerline of ditch, South 9°06'45" West, a distance of 189.06 feet to a point; thence continuing along said centerline, South 2°32'14" East, a distance of 144.92 feet to a point; thence North 49°46' East, a distance of 337.36 feet to an iron found set, and passing an iron set at 34.00 feet;

thence North 40°14' West, a distance of 230.00 feet to the principal point of beginning, and passing an iron set at 30.00 feet Southeast thereof, and containing 1.178 acres of land, more or less, subject however to all legal highways.

PARCEL NO. 44-1007203
MAP NO. 1909-270-00-001
ADDRESS: COUNTY ROAD 313
PRIOR INSTRUCTION REF. VOL 426 Page 572

Parcel II:

Situated in the Township of Union, County of Hancock and State of Ohio:

PARCEL I. Known as the West 17.37 acres off of the North half of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and more particularly described as follows: Commencing at the Northwest corner of the said North half of said Northeast Quarter of Section aforesaid; thence East 563.39 feet to a corner; thence South 1343 feet; thence West 563.39 feet to a post; thence North 1343 feet to the place of beginning.

PARCEL II. Also part of the Northwest Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, containing 39 acres, and more particularly described as follows: Known as all of that part of the Northeast Quarter (¼) of the Northwest Quarter of Section 27, in Township 1 South, Range 9 East, lying and being South of the South line of the Nickel Plate Railroad and containing 39 acres, be the same more or less.

PARCEL NO. 44-117060
MAP NO. 1909-270-00-002
ADDRESS: COUNTY ROAD 26
PRIOR INSTRUCTION REF. VOL 328 Page 258

Parcel III:

Situated in the Township of Union, County of Hancock and State of Ohio:

The West Half (½) of the Southeast Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, EXCEPT .20 acre out of the Northwest corner of said parcel, containing in all 79.80 acres.

LESS AND EXCEPT THE FOLLOWING FIVE TRACTS:

Tract I:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the South line of the Southeast Quarter of Section 26, and described as lying East, a distance of 295.00 feet from a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and along the South line of said Southwest Quarter, also the centerline of Township Road No. 25, East, a distance of 408.00 feet to a railroad spike; thence right angles, North, a distance of 558.00 feet to an iron stake; thence at right angles, West, a distance of 408.00 feet to an iron stake; thence South, a distance of 558.00 feet to the point of beginning and containing 5.226 acres of land, more or less.

Tract II:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) south, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the south line of the Southeast Quarter of Section 26 and described as lying 1141.15 feet East of a stone marking and being the southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line, North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, East, a distance of 179.45 feet to an iron pin set in the East line of the West half of the Southeast Quarter of said Section 26; thence South $00^{\circ}16'$ West, with the said East line of the West Half of the Southeast Quarter of Section 26, a distance of 558.01 feet to the Southeast corner of the West half of the Southeast Quarter of Section 26 and passing an iron pin set 20.00 feet North thereof; thence along the South line of the said Southeast Quarter, also the centerline of Township Road No. 25, West, a distance of 176.85 feet to the point of beginning and containing 2.282 acres of land more or less, subject, however, to all legal highways.

Tract III:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the South line of the Southeast Quarter of Section 26, and described as lying 703.00 feet East of a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, East, a distance of 260.00 feet to an iron stake; thence at right angles, South, a distance of 558.00 feet to a railroad spike set in the South line of said Southeast Quarter and passing an iron stake set 20.00 feet North thereof; thence along the South line of said Southeast Quarter, also the centerline of Township Road No. 25, West, a distance of 260.00 feet to the point of beginning and containing 3.331 acres of land, more or less.

Tract IV:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at a point in the South line of the Southeast Quarter of Section 26 and described as lying 1141.15 feet East of a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line, North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, West, a distance of 178.15 feet to an iron pin; thence South, a distance of 558.00 feet to the centerline of Township Road No. 25 and passing an iron pin set 20.00 feet North thereof; thence along the South line of the said Southeast Quarter, also the centerline of Township Road 25, East, a distance of 178.15 feet to the point of beginning and containing 2.282 acres of land.

Tract V:

Known as lots No. 1 & 2 in Deerefield Place Subdivision, Union Township, Hancock County, Ohio.

The remaining above described tract is now known as Lot No. Three (3) in the Deerefield Place Subdivision of Union Township, Hancock County, Ohio.

PARCEL NO. 44-1012358
MAP NO. 1909-260-00-013
ADDRESS: DEERFIELD LANE
PRIOR INSTRUCTION REF. VOL 357 Page 705

Parcel IV:

Being the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), Union Township, Hancock County, Ohio, and containing 160 acres, more or less, excepting the following three tracts:

Tract I:

Beginning at a point on the Section line dividing Section 27 and 34 of said Union Township, said point being 26.30 feet West of the Southeast corner of said Section 27 and 150.0 feet right of Station 259 plus 57.75 in said centerline of Survey made by Department of Highways; thence North $88^{\circ}07'45''$ West along said Section line a distance of 487.89 feet to a point 150.00 feet left of Station 255 plus 72.93 in said centerline of Survey; thence Northeasterly on a curve bearing left and having a radius of 12127.67 feet, a distance of 655.99 feet to a point on the Section line dividing Section 27 and Section 26; said point being 150.00 feet left of Station 262 plus 37.09 in said centerline of Survey; thence South $1^{\circ}39'19''$ West along said Section line a distance of 387.93 feet to a point 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence Southwesterly and on a curve bearing right and having a radius of 12427.67 feet, a distance of 33.80 feet to the point of beginning, containing 2.18 acres more or less.

Also excepting in Tracts II and III land lying on the left and right sides of the centerline of a Survey made by the Department of Highways and being located with the following described point in the boundary thereof;

Tract II:

Beginning at a point in the East line of said Section 27, said point being 409.16 feet North $1^{\circ}39'19''$ East of the Southeast corner of said Section 27 and being 4.34 feet left of Station 101 plus 91.80 in said centerline of Survey; thence Southwesterly and on a curve bearing right and having a radius of 12127.67 feet, a distance of 96 feet to a point 77.72 feet left of Station 101 plus 30.38 in said centerline of Survey; thence North $5^{\circ}37'52''$ East a distance of 771.07 feet to a point in the existing Westerly right of way line of Township Road Number 56, said point being 22.35 feet left of Station 109 plus 00 in said centerline of Survey; thence South $88^{\circ}45'11''$ East a distance of 20 feet to a point in the East line of Section 27 said point being 2.35 feet left of Station 109 plus 00 in said centerline of Survey; thence South $1^{\circ}39'19''$ West along said East line of Section 27 a distance of 724.93 feet to the point of beginning, containing 0.45 acres, more or less.

Tract III:

Beginning at the Southeastern corner of Section 27, said point being 166.56 feet right of Station 259 plus 78.00 in said centerline of Survey; thence North 52°57'26" East along Section line dividing Sections 27 and 34 a distance of 26.37 feet to a point 150.00 feet right of Section 259 plus 57.74 in said centerline of Survey; thence Northeasterly and on a curve bearing left and having a radius of 12427.67 feet, a distance of 33.80 feet to a point in the East line of Section 27, said point being 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence South 1°39'08" West along said East line-of Section 27, a distance of 21.22 feet to the point of beginning, containing 0.0004 of an acre, more or less.

PARCEL NO. 44-117050
MAP NO. 1909-270-00-034
ADDRESS: 16570 TOWNSHIP ROAD 56
PRIOR INSTRUCTION REF. VOL 321 Page 268
Parcel V:

Situated in Union Township, Hancock County and State of Ohio, to-wit:

And known as the Southwest Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, containing 160 acres.

EXCEPT THE FOLLOWING THREE TRACTS:

Tract I:

Appropriated by the State of Ohio in Case No. 32590 and being described as follows:

Beginning at a point on the Section line dividing Sections Twenty-seven (27) and Twenty-six (26) said point being 409.16 feet North 01°39'19" East of the Southwest corner of said Section 26 and 150.00 feet left of Station 262 plus 37.09 in said centerline of Survey; thence Northeasterly and along a curve bearing left and having a radius of 12127.67 feet a distance of 931.10 feet to a point 150.00 feet left of Station 271 plus 79.69 in said centerline of Survey; thence North 47°20'00" East, a distance of 2340.79 feet to a point in the North property line of R. Lehr Green, said point being 150.00 feet left of Station 295 plus 20.48 in said centerline of Survey; thence South 87°48'30" East along said North property line of R. Lehr Green, a distance of 294.17 feet to a point in the intersection between the North and East property line of R. Lehr Green, said point being 57.50 feet right of Station 297 plus 29.00 in said centerline of Survey; thence South 01°54'31" West along the East property line of R. Lehr Green, a distance of 129.86 feet to a point 150.00 feet right of Station 296 plus 37.86 in said centerline of Survey; thence South

47°20'00" West, a distance of 2458.17 feet to a point 150.00 feet right of Station 271 plus 79.69 in said centerline of Survey; thence Southwesterly and along a curve bearing right and having a radius of 12427.67 feet, a distance of 1203.09 feet to a point 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence North 01°39'19" East along the Section line dividing said Section 27 and 26, a distance of 387.93 feet to the point of beginning, containing 24.14 acres, more or less.

Tract II:

Being a part of the Southwest Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at an iron stake in the East line of the Southwest Quarter of Section 26, and described as lying North 01°38'45" East, a distance of 1644.45 feet from a stone marking the Southeast corner of the Southwest Quarter of Section 26; thence from the above described point of beginning and along the East line of said Southwest Quarter of Section 26, North 01°38'45" East, a distance of 874.92 feet to an iron stake set in the southeasterly Limited Access Right-of-Way line of Interstate Highway Route No. 75; thence with said Limited Access Right-of-Way line, South 47°20' West, a distance of 1252.45 feet to an iron stake; thence South 88°21'15" East, a distance of 896.18 feet to the point of beginning and containing 9.000 acres of land more or less.

ALSO, an easement for the purpose of ingress and egress over and across a strip of land situated in the Southwest Quarter of Section 26, Township 1 South, Range 9 East, Union Township, Hancock County, Ohio and described as follows to-wit:

Beginning at the southeast corner of the Southwest Quarter of Section 26; thence with the East line of said Southwest Quarter, North 01°38'45" East, a distance of 1644.45 feet to an iron stake; thence North 88°21'15" West, a distance of 25.00 feet to an iron stake; thence parallel to the east line of said Southwest Quarter, South 01°38'45" West a distance of 1644.49 feet to a point in the South line of said Southwest Quarter of Section 26; thence with said South line, being also the centerline of Township Road No. 25, South 88°25' East, a distance of 25.00 feet to the point of beginning.

Tract III:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Southwest Quarter (¼) of Section Twenty-six (26), together with a part of the Northwest Quarter of the Northwest Quarter (¼) of Section Thirty-five (35), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a railroad spike marking the Southwest corner of the Southwest Quarter of Section 26; thence along the section line common to Section 26 and Section 35, South 88°23'11" East, a distance of 76.65 feet to an iron stake; thence into Section 35, South 07°21'25" West a distance of 103.47 feet to an iron stake; thence North 76°19'30" East, a distance of 390.46 feet to an iron stake in the section line common to Section 26 and Section 35; thence along said section line, South 88°23'11" East, a distance of 411.27 feet to a point; thence at right angles, North, 01°36'49" East, a distance of 773.15 feet to an iron stake in the southerly Limited Access Right-of-Way Line of Interstate Highway Route No. 75; said point also described as lying 150.00 feet right of station 271+15.76 in the centerline of survey of said Highway; thence southwesterly along said Limited Access Right-of-Way Line, along a curve to the right having a radius of 12,427.67 feet and a central angle of 05°14'54", a distance of 1138.38 feet to a point described as lying 150.00 feet right of station 259+91.12 in the centerline of survey of said highway and lying in the West line of the Southwest Quarter of Section 26; the chord of said curve bearing South 50°15'20" West, a distance of 1138.00 feet; thence with the West line of said Southwest Quarter of Section 26, South 01°39'19" West, a distance of 21.22 feet to the point of beginning and containing 8.066 acres of land, more or less, of which 7.633 acres lies in Section 26 and 0.433 acres lies in Section 35; said tract subject to all legal highways and prior easements.

PARCEL NO. 44-1012353
MAP NO. 1909-260-00-009
ADDRESS: TOWNSHIP ROAD 56
PRIOR INSTRUCTION REF. VOL 321 Page 271
Parcel VI:

Situated in the Township of Eagle, County of Hancock and State of Ohio:

The North half of the South half of the Southwest quarter (N½ S½ SW¼) of Section Twenty (20) Township 1 South, Range 10 East, containing 40 acres of land, be the same more or less, but subject to all legal highways.

Also the South half of the South half of the Southwest quarter (S½ S½ SW¼) of Section Twenty (20) Township 1 South, Range 10 East, containing 40 acres of land, be the same more or less, but subject to all legal highways.

LESS AND EXCEPT THE FOLLOWING

A tract of land located in and being a part of the Southwest (SW) Quarter (¼) of Section Twenty (20), T-1-S, R-10-E, Eagle Township, Hancock County, State of Ohio, being 46.38778 acres of land out of the lands of Karl L. Rieman and Teresa A. Rieman who claim title by deed of reference in Deed Volume 375, Page 493 of the

records of the Hancock County Recorder's Office and being more particularly described as follows:

Beginning at a railroad spike (found) at the Southwest corner of the aforesaid Section 20; thence South 85°00'03" East, with the division line between sections 20 and 29, a distance of 715.38 feet to a railroad spike (set) in said line for a corner and the True Place of Beginning of the lands herein described; thence leaving the said section line and across the lands of the Grantors herein and with the centerline of the Tiderishi Ditch and the meanderings thereof the following seventeen (17) Bearings and Distances:

- 1) North 50°01'37" East 17.96 feet;
- 2) North 28°39'36" East 45.31 feet;
- 3) North 49°09'54" East 135.15 feet;
- 4) North 26°47'18" East 157.39 feet;
- 5) North 53°23'20" East 70.50 feet;
- 6) North 35°21'29" East 136.49 feet;
- 7) North 45°08'17" East 92.28 feet;
- 8) North 33°34'27" East 112.31 feet;
- 9) North 26°34'49" East 166.99 feet;
- 10) North 18°41'19" East 342.40 feet;
- 11) North 70°14'26" East 124.79 feet;
- 12) North 74°08'47" East 59.13 feet;
- 13) South 75°43'12" East 61.16 feet;
- 14) North 71°55'02" East 55.15 feet;
- 15) North 26°22'53" East 31.78 feet;
- 16) North 17°21'48" East 47.30 feet;

17) North 20°12'01" East 48.99 feet to an iron pipe (set) in the North line of the lands of the Grantors herein and the South line of a tract of land belonging to Louis J. Heldman who claims title by deeds of record in Deed Volume 249, Page 374 and Deed Volume 247, Page 198 of the records of the Hancock County Recorder's Office; thence South 84°59'12" East, with the division line between said lands as occupied, a distance of 1053.24 feet to a rotted cedar post found for a corner, no other evidence of a corner having been found; thence South 4°50'34" West, with the east line of the lands of the Grantors herein and the west line of the lands of Emma E. Steinman who claims title by deed of record in Deed Volume 209, Page 288 both of the records of the Hancock County Recorder's Office, a distance of 1326.89 feet to a stone (found) for a corner at the Southeast corner of the Southwest Quarter of Section Twenty (20); thence North 85°00'03" West with the aforesaid section line between sections 20 and 29, a distance of 1931.93 feet to the place of beginning containing 46.38778 acres of land subject to the rights of all legal roads and easements of record.

PARCEL NO. 19-1001646
MAP NO. 1910-200-00-010
ADDRESS: COUNTY ROAD 26
PRIOR INSTRUCTION REF. VOL 375 Page 493
Parcel VII:

Situated in the Township of Union, County of Hancock and State of Ohio:

The West Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, containing Eighty (80) acres of land, more or less, subject to all legal highways, LESS and EXCEPT a parcel of land of Four (4) acres, more or less, located in the North part of said West Half of the Northwest Quarter of Section 26, said EXCEPTED parcel being more fully described as follows:

Beginning at an iron stake found marking the Northwest corner of the Northwest Quarter of Section 26; thence along the North line of said Northwest Quarter, also being the centerline of County Road Number 26, South 89°25'02" East, a distance of 417.42 feet to a railroad spike set and passing a railroad spike found at 136.75 feet on the centerline of County Road Number 313; thence parallel with the West line of the Northwest Quarter of Section 26, South 00°24'38" West, a distance of 417.42 feet to an iron stake set; thence parallel with the North line of said Northwest Quarter, North 89°25'02" West, a distance of 417.42 feet to a railroad spike set on the West line of said Northwest Quarter and passing an iron stake set 20.00 feet East thereof; thence along said West line, also being the centerline of Township Road Number 56, North 00°24'38" East, a distance of 417.42 feet to the point of beginning and passing a railroad spike 119.66 feet South thereof on the centerline of County Road Number 313, said tract containing 4.000 acres of land, more or less, subject however to all legal highways and prior easements of record.

containing after said EXCEPTION Seventy-six (76) acres of land, more or less, subject to all legal highways.

PARCEL NO. 44-116750
MAP NO. 1909-260-00-008
ADDRESS: COUNTY ROAD 26
PRIOR INSTRUCTION REF. VOL 413 Page 572

200200000978
Filed for Record in
HANCOCK COUNTY OHIO
ANITA M. MUSGRAVE
01-16-2002 At 03:44 PM.
WARR DEED 62.00
OR Book 2127 Page 69 - 82

DESCRIPTION VIEWED
HANCOCK CO. ENGINEER
BY DW 1-16-02

NEW SURVEY REQUIRED
NEXT ~~TRANSFER~~ CONVEYED TRANSFER
HANCOCK CO. ENGINEER
DATE 1-16-02 BY DW

TRANSFERRED PER
PARCEL NUMBER -
DESCRIPTION NOT
APPROVED.

I hereby certify that the conveyance is in compliance with section 319.202 of the Revised Code. EX.
Anthony P. Iriti
HANCOCK COUNTY AUDITOR
dm

Transferred January 16,
2002
Anthony P. Iriti

Mail

GENERAL WARRANTY DEED*

Karl L. Rieman and Teresa A. Rieman, husband and wife, of Hancock County, Ohio, for valuable consideration paid, grant with general warranty covenants to Karl L. Rieman and Teresa A. Rieman, Trustees, or their successors in trust, under the Karl L. Rieman Living Trust, dated October 19, 2001, and any amendments thereto, whose tax mailing address is 16570 T. R. 56, Bluffton, OH 45817, the following real property:

An undivided one-half interest in the following:

See Exhibit A attached hereto and incorporated herein

Parcel No. see attached Exhibit A

Property Address: see attached Exhibit A

Prior Instrument Reference: Volume , page , of the Deed Records of Hancock County, Ohio.

Subject to taxes and assessments which are now or may hereafter become liens on said premises and except the conditions and restrictions and easements, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

WITNESS our hands this October 19, 2001.

Signed and acknowledged in the presence of:

Witness Joan K. Glasford Print Name: Joan K. Glasford

Karl L. Rieman

Witness William K. Root Print Name: William K. Root

Teresa A. Rieman

(Deed continued on the following page)

State of Ohio

County of Franklin, ss:

BE IT REMEMBERED, that on this October 19, 2001, before me, the subscriber, a Notary Public, in and for said county, personally came, Karl L. Rieman and Teresa A. Rieman, the Grantors in the foregoing Deed, acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

This instrument was prepared by:

William K. Root, Esq.
Attorney at Law
5060 Bradenton Avenue, Suite C
Dublin, Ohio 43017
614-760-1801

*See Ohio Revised Code Sections 5302.05 and 5302.06

EXHIBIT "A"

Parcel I:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and containing 160 acres, more or less, described as the Northeast Quarter of Section 27, Union Township, LESS AND EXCEPT the following seven tracts:

Tract I:

Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at the Southeast corner of said Northeast Quarter of Section 27; thence with the East line of said Northeast Quarter, being also the centerline of Township Road No. 56, NORTH, a distance of 198 feet to a point; thence parallel to the South line of said Northeast Quarter, North 89°20' West, a distance of 220.00 feet to an iron stake and passing an iron stake set at 20 feet; thence South, a distance of 198 feet to an iron stake set in the South line of said Northeast Quarter; thence with the South line of said Northeast Quarter of Section 27, South 89°20' East, a distance of 200.00 feet to the point of beginning and passing an iron stake set at 200 feet, the above tract containing 1.000 acres of land.

Tract II:

Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, the following described tract of land: Beginning at the intersection of the East line of said Northeast Quarter with the centerline of the Findlay-Lima Road (Old U.S. Route No. 25), and described as lying South, a distance of 119.56 feet from the Northeast corner of said Section 27; thence from the above described point of beginning and along the centerline of the Findlay-Lima Road, South 49°46' West, a distance of 327.47 feet; thence at right angles, South 40°14' East, a distance of 46.44 feet to an iron stake; thence parallel to the East line of said Northeast Quarter and 220 feet West therefrom, South, a distance of 1188.00 feet to an iron stake; thence South 89°45' East, a distance of 220.00 feet to the East line of said Northeast Quarter; thence with said East line, North, a distance of 1435.93 feet to the point of beginning and containing 6.801 acres of land.

Tract III:

Five (5) acres located along the South line of old U.S. 25 (Findlay-Lima Road) and described as beginning at the intersection of the Center line of old U.S. 25 and the East line of said Section; thence with said centerline of said Road, South 49°46' West a distance of 712.02 feet to the principal point of beginning of the said 5 acres exception; thence from said principal point of beginning and along the centerline of said Road South 49°46' West a distance of 946.95 feet to point; thence at right angles to said centerline South 40°14' East, a distance of 230 feet to an iron stake and passing an iron stake at 30 feet; thence parallel with said centerline, North 49°46' East, a distance of 946.95 feet; thence North 40°14' West a distance of 230 feet to the place of beginning, passing an iron stake set at 200 feet.

Tract IV:

Known as the West 17.37 acres off of the North Half (½) of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and more particularly described as follows: Commencing at the Northwest corner of the said North Half of said Northeast Quarter of Section aforesaid; thence East 563.39 feet to a corner; thence South 1343 feet; thence West 563.39 feet to a post; thence North 1343 feet to the place of beginning.

Tract V:

Situated in the Township of Union, County of Hancock and State of Ohio:
Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at an iron stake found marking the Northeast corner of the Northeast Quarter of Section 27; thence along the East line of said Northeast Quarter, also being the centerline of Township Road No. 56, South 00°40'20" East, a distance of 119.66 feet to a railroad spike reset marking the intersection of said East line with the centerline of County Road No. 313; thence along said centerline South 49°05'10" West, a distance of 1149.95 feet to a nail set; thence parallel with said East line of the Northeast Quarter of Section 27, North 00°40'20" West, a distance of 872.84 feet to a nail set on the North line of said Northeast Quarter and passing iron stakes set at 46.44 feet and 852.84 feet; thence along said North line, also being the centerline of County Road No. 26, South 90°00'00" East, a distance of 877.85 feet to the point of beginning and containing 10.000 acres of land, more or less, subject however to all legal highways and prior easements of record.

Tract VI:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Commencing at an iron pin found set marking the Northeast corner of Section 27; thence along the centerline of Township Road Number 56, south, a distance of 119.66 feet to a railroad spike found set on the intersection of Township Road Number 56 and County Road Number 313; thence along the centerline of County Road Number 313, South 49°46' West a distance of 327.47 feet to a railroad spike set, being the principal point of beginning of the tract of land to be herein described; thence continuing along said centerline, South 49°46' West, a distance of 384.55 feet to a point, thence South 40°14' East, a distance of 230.00 feet to a point, and passing an iron found set at 30.00 feet; thence South 49°46' West, a distance of 189.39 feet to an iron found set; thence South 40°14' East, a distance of 25.00 feet to an iron set; thence North 66°11'08" East, a distance of 331.69 feet to an iron set on the Southwest corner of Lot Number Three (3) of the Barber Subdivision; thence along the West line of Lots Numbers Two (2) and Three (3) of the Barber Subdivision, North, a distance of 396.00 feet to an iron found set; thence North 40°14' West, a distance of 46.44 feet to the principal point of beginning, and passing an iron set at 30.00 feet Southeast thereof, and containing 2.365 acres of land, more or less, subject however to all legal highways and prior easements of record.

Tract VII:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Commencing at an iron found set marking the Northeast corner of Section 27; thence along the centerline of Township Road Number Fifty-six (56), South, a distance of 119.66 feet to a railroad spike found set on the intersection of Township Road Number 56 and County Road Number 313; thence along the centerline of County Road Number 313, South 49°46' West, a distance of 1658.97 feet to a nail set, being the principal point of beginning of the tract of land to be herein conveyed; thence continuing along said centerline, South 49°46' West, a distance of 95.00 feet to a nail set; thence along the centerline of ditch, South 9°06'45" West, a distance of 189.06 feet to a point; thence continuing along said centerline, South 2°32'14" East, a distance of 144.92 feet to a point; thence North 49°46' East, a distance of 337.36 feet to an iron found set, and passing an iron set at 34.00 feet;

thence North 40°14' West, a distance of 230.00 feet to the principal point of beginning, and passing an iron set at 30.00 feet Southeast thereof, and containing 1.178 acres of land, more or less, subject however to all legal highways.

PARCEL NO. 44-1007203
MAP NO. 1909-270-00-001
ADDRESS: COUNTY ROAD 313
PRIOR INSTRUCTION REF. VOL 426 Page 572

Parcel II:

Situated in the Township of Union, County of Hancock and State of Ohio:

PARCEL I. Known as the West 17.37 acres off of the North half of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and more particularly described as follows: Commencing at the Northwest corner of the said North half of said Northeast Quarter of Section aforesaid; thence East 563.39 feet to a corner; thence South 1343 feet; thence West 563.39 feet to a post; thence North 1343 feet to the place of beginning.

PARCEL II. Also part of the Northwest Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, containing 39 acres, and more particularly described as follows: Known as all of that part of the Northeast Quarter (¼) of the Northwest Quarter of Section 27, in Township 1 South, Range 9 East, lying and being South of the South line of the Nickel Plate Railroad and containing 39 acres, be the same more or less.

PARCEL NO. 44-117060^v
MAP NO. 1909-270-00-002
ADDRESS: COUNTY ROAD 26
PRIOR INSTRUCTION REF. VOL 328 Page 258

Parcel III:

Situated in the Township of Union, County of Hancock and State of Ohio:

The West Half (½) of the Southeast Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, EXCEPT .20 acre out of the Northwest corner of said parcel, containing in all 79.80 acres.

LESS AND EXCEPT THE FOLLOWING FIVE TRACTS:

Tract I:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the South line of the Southeast Quarter of Section 26, and described as lying East, a distance of 295.00 feet from a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and along the South line of said Southwest Quarter, also the centerline of Township Road No. 25, East, a distance of 408.00 feet to a railroad spike; thence right angles, North, a distance of 558.00 feet to an iron stake; thence at right angles, West, a distance of 408.00 feet to an iron stake; thence South, a distance of 558.00 feet to the point of beginning and containing 5.226 acres of land, more or less.

Tract II:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) south, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the south line of the Southeast Quarter of Section 26 and described as lying 1141.15 feet East of a stone marking and being the southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line, North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, East, a distance of 179.45 feet to an iron pin set in the East line of the West half of the Southeast Quarter of said Section 26; thence South $00^{\circ}18'$ West, with the said East line of the West Half of the Southeast Quarter of Section 26, a distance of 558.01 feet to the Southeast corner of the West half of the Southeast Quarter of Section 26 and passing an iron pin set 20.00 feet North thereof; thence along the South line of the said Southeast Quarter, also the centerline of Township Road No. 25, West, a distance of 176.85 feet to the point of beginning and containing 2.282 acres of land more or less, subject, however, to all legal highways.

Tract III:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the South line of the Southeast Quarter of Section 26, and described as lying 703.00 feet East of a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, East, a distance of 260.00 feet to an iron stake; thence at right angles, South, a distance of 558.00 feet to a railroad spike set in the South line of said Southeast Quarter and passing an iron stake set 20.00 feet North thereof; thence along the South line of said Southeast Quarter, also the centerline of Township Road No. 25, West, a distance of 260.00 feet to the point of beginning and containing 3.331 acres of land, more or less.

Tract IV:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at a point in the South line of the Southeast Quarter of Section 26 and described as lying 1141.15 feet East of a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line, North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, West, a distance of 178.15 feet to an iron pin; thence South, a distance of 558.00 feet to the centerline of Township Road No. 25 and passing an iron pin set 20.00 feet North thereof; thence along the South line of the said Southeast Quarter, also the centerline of Township Road 25, East, a distance of 178.15 feet to the point of beginning and containing 2.282 acres of land.

Tract V:

Known as lots No. 1 & 2 in Deerefield Place Subdivision, Union Township, Hancock County, Ohio.

The remaining above described tract is now known as Lot No. Three (3) in the Deerefield Place Subdivision of Union Township, Hancock County, Ohio.

PARCEL NO. 44-1012358 ✓
MAP NO. 1909-260-00-013
ADDRESS: DEERFIELD LANE
PRIOR INSTRUCTION REF. VOL 357 Page 705

Parcel IV:

Being the Southeast Quarter (¼) of Section Twenty-seven (27), Union Township, Hancock County, Ohio, and containing 160 acres, more or less, excepting the following three tracts:

Tract I:

Beginning at a point on the Section line dividing Section 27 and 34 of said Union Township, said point being 26.30 feet West of the Southeast corner of said Section 27 and 150.0 feet right of Station 259 plus 57.75 in said centerline of Survey made by Department of Highways; thence North 88°07'45" West along said Section line a distance of 487.89 feet to a point 150.00 feet left of Station 255 plus 72.93 in said centerline of Survey; thence Northeasterly on a curve bearing left and having a radius of 12127.67 feet, a distance of 655.99 feet to a point on the Section line dividing Section 27 and Section 26; said point being 150.00 feet left of Station 262 plus 37.09 in said centerline of Survey; thence South 1°39'19" West along said Section line a distance of 387.93 feet to a point 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence Southwesterly and on a curve bearing right and having a radius of 12427.67 feet, a distance of 33.80 feet to the point of beginning, containing 2.18 acres more or less.

Also excepting in Tracts II and III land lying on the left and right sides of the centerline of a Survey made by the Department of Highways and being located with the following described point in the boundary thereof;

Tract II:

Beginning at a point in the East line of said Section 27, said point being 409.16 feet North 1°39'19" East of the Southeast corner of said Section 27 and being 4.34 feet left of Station 101 plus 91.80 in said centerline of Survey; thence Southwesterly and on a curve bearing right and having a radius of 12127.67 feet, a distance of 96 feet to a point 77.72 feet left of Station 101 plus 30.38 in said centerline of Survey; thence North 5°37'52" East a distance of 771.07 feet to a point in the existing Westerly right of way line of Township Road Number 56, said point being 22.35 feet left of Station 109 plus 00 in said centerline of Survey; thence South 88°45'11" East a distance of 20 feet to a point in the East line of Section 27 said point being 2.35 feet left of Station 109 plus 00 in said centerline of Survey; thence South 1°39'19" West along said East line of Section 27 a distance of 724.93 feet to the point of beginning, containing 0.45 acres, more or less.

Tract III:

Beginning at the Southeastern corner of Section 27, said point being 166.56 feet right of Station 259 plus 78.00 in said centerline of Survey; thence North 52°57'26" East along Section line dividing Sections 27 and 34 a distance of 26.37 feet to a point 150.00 feet right of Section 259 plus 57.74 in said centerline of Survey; thence Northeasterly and on a curve bearing left and having a radius of 12427.67 feet, a distance of 33.80 feet to a point in the East line of Section 27, said point being 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence South 1°39'08" West along said East line of Section 27, a distance of 21.22 feet to the point of beginning, containing 0.0004 of an acre, more or less.

PARCEL NO. 44-117050

MAP NO. 1909-270-00-034

ADDRESS: 16570 TOWNSHIP ROAD 56

PRIOR INSTRUCTION REF. VOL 321 Page 268

Parcel V:

Situated in Union Township, Hancock County and State of Ohio, to-wit:

And known as the Southwest Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, containing 160 acres.

EXCEPT THE FOLLOWING THREE TRACTS:

Tract I:

Appropriated by the State of Ohio in Case No. 32590 and being described as follows:

Beginning at a point on the Section line dividing Sections Twenty-seven (27) and Twenty-six (26) said point being 409.16 feet North 01°39'19" East of the Southwest corner of said Section 26 and 150.00 feet left of Station 262 plus 37.09 in said centerline of Survey; thence Northeasterly and along a curve bearing left and having a radius of 12127.67 feet a distance of 931.10 feet to a point 150.00 feet left of Station 271 plus 79.69 in said centerline of Survey; thence North 47°20'00" East, a distance of 2340.79 feet to a point in the North property line of R. Lehr Green, said point being 150.00 feet left of Station 295 plus 20.48 in said centerline of Survey; thence South 87°48'30" East along said North property line of R. Lehr Green, a distance of 294.17 feet to a point in the intersection between the North and East property line of R. Lehr Green, said point being 57.50 feet right of Station 297 plus 29.00 in said centerline of Survey; thence South 01°54'31" West along the East property line of R. Lehr Green, a distance of 129.86 feet to a point 150.00 feet right of Station 296 plus 37.86 in said centerline of Survey; thence South

47°20'00" West, a distance of 2458.17 feet to a point 150.00 feet right of Station 271 plus 79.69 in said centerline of Survey; thence Southwesterly and along a curve bearing right and having a radius of 12427.67 feet, a distance of 1203.09 feet to a point 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence North 01°39'19" East along the Section line dividing said Section 27 and 26, a distance of 387.93 feet to the point of beginning, containing 24.14 acres, more or less.

Tract II:

Being a part of the Southwest Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at an iron stake in the East line of the Southwest Quarter of Section 26, and described as lying North 01°38'45" East, a distance of 1644.45 feet from a stone marking the Southeast corner of the Southwest Quarter of Section 26; thence from the above described point of beginning and along the East line of said Southwest Quarter of Section 26, North 01°38'45" East, a distance of 874.92 feet to an iron stake set in the southeasterly Limited Access Right-of-Way line of Interstate Highway Route No. 75; thence with said Limited Access Right-of-Way line, South 47°20' West, a distance of 1252.45 feet to an iron stake; thence South 88°21'15" East, a distance of 896.18 feet to the point of beginning and containing 9.000 acres of land more or less.

ALSO, an easement for the purpose of ingress and egress over and across a strip of land situated in the Southwest Quarter of Section 26, Township 1 South, Range 9 East, Union Township, Hancock County, Ohio and described as follows to-wit:

Beginning at the southeast corner of the Southwest Quarter of Section 26; thence with the East line of said Southwest Quarter, North 01°38'45" East, a distance of 1644.45 feet to an iron stake; thence North 88°21'15" West, a distance of 25.00 feet to an iron stake; thence parallel to the east line of said Southwest Quarter, South 01°38'45" West a distance of 1644.49 feet to a point in the South line of said Southwest Quarter of Section 26; thence with said South line, being also the centerline of Township Road No. 25, South 88°25' East, a distance of 25.00 feet to the point of beginning.

Tract III:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Southwest Quarter (¼) of Section Twenty-six (26), together with a part of the Northwest Quarter of the Northwest Quarter (¼) of Section Thirty-five (35), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a railroad spike marking the Southwest corner of the Southwest Quarter of Section 26; thence along the section line common to Section 26 and Section 35, South 88°23'11" East, a distance of 76.65 feet to an iron stake; thence into Section 35, South 07°21'25" West a distance of 103.47 feet to an iron stake; thence North 76°19'30" East, a distance of 390.46 feet to an iron stake in the section line common to Section 26 and Section 35; thence along said section line, South 88°23'11" East, a distance of 411.27 feet to a point; thence at right angles, North, 01°36'49" East, a distance of 773.15 feet to an iron stake in the southerly Limited Access Right-of-Way Line of Interstate Highway Route No. 75; said point also described as lying 150.00 feet right of station 271+15.76 in the centerline of survey of said Highway; thence southwesterly along said Limited Access Right-of-Way Line, along a curve to the right having a radius of 12,427.67 feet and a central angle of 05°14'54", a distance of 1138.38 feet to a point described as lying 150.00 feet right of station 259+91.12 in the centerline of survey of said highway and lying in the West line of the Southwest Quarter of Section 26; the chord of said curve bearing South 50°15'20" West, a distance of 1138.00 feet; thence with the West line of said Southwest Quarter of Section 26, South 01°39'19" West, a distance of 21.22 feet to the point of beginning and containing 8.066 acres of land, more or less, of which 7.633 acres lies in Section 26 and 0.433 acres lies in Section 35; said tract subject to all legal highways and prior easements.

PARCEL NO. 44-1012353

MAP NO. 1909-260-00-009

ADDRESS: TOWNSHIP ROAD 56

PRIOR INSTRUCTION REF. VOL 321 Page 271

Parcel VI:

Situated in the Township of Eagle, County of Hancock and State of Ohio:

The North half of the South half of the Southwest quarter (N½ S½ SW¼) of Section Twenty (20) Township 1 South, Range 10 East, containing 40 acres of land, be the same more or less, but subject to all legal highways.

Also the South half of the South half of the Southwest quarter (S½ S½ SW¼) of Section Twenty (20) Township 1 South, Range 10 East, containing 40 acres of land, be the same more or less, but subject to all legal highways.

LESS AND EXCEPT THE FOLLOWING

A tract of land located in and being a part of the Southwest (SW) Quarter (¼) of Section Twenty (20), T-1-S, R-10-E, Eagle Township, Hancock County, State of Ohio, being 46.38778 acres of land out of the lands of Karl L. Rieman and Teresa A. Rieman who claim title by deed of reference in Deed Volume 375, Page 493 of the

records of the Hancock County Recorder's Office and being more particularly described as follows:

Beginning at a railroad spike (found) at the Southwest corner of the aforesaid Section 20; thence South 85°00'03" East, with the division line between sections 20 and 29, a distance of 715.38 feet to a railroad spike (set) in said line for a corner and the True Place of Beginning of the lands herein described; thence leaving the said section line and across the lands of the Grantors herein and with the centerline of the Tiderishi Ditch and the meanderings thereof the following seventeen (17) Bearings and Distances:

- 1) North 50°01'37" East 17.96 feet;
- 2) North 28°39'36" East 45.31 feet;
- 3) North 49°09'54" East 135.15 feet;
- 4) North 26°47'18" East 157.39 feet;
- 5) North 53°23'20" East 70.50 feet;
- 6) North 35°21'29" East 136.49 feet;
- 7) North 45°08'17" East 92.28 feet;
- 8) North 33°34'27" East 112.31 feet;
- 9) North 26°34'49" East 166.99 feet;
- 10) North 18°41'19" East 342.40 feet;
- 11) North 70°14'26" East 124.79 feet;
- 12) North 74°08'47" East 59.13 feet;
- 13) South 75°43'12" East 61.16 feet;
- 14) North 71°55'02" East 55.15 feet;
- 15) North 26°22'53" East 31.78 feet;
- 16) North 17°21'48" East 47.30 feet;
- 17) North 20°12'01" East 48.99 feet to an iron pipe (set) in the North line of

the lands of the Grantors herein and the South line of a tract of land belonging to Louis J. Heldman who claims title by deeds of record in Deed Volume 249, Page 374 and Deed Volume 247, Page 198 of the records of the Hancock County Recorder's Office; thence South 84°59'12" East, with the division line between said lands as occupied, a distance of 1053.24 feet to a rotted cedar post found for a corner, no other evidence of a corner having been found; thence South 4°50'34" West, with the east line of the lands of the Grantors herein and the west line of the lands of Emma E. Steinman who claims title by deed of record in Deed Volume 209, Page 288 both of the records of the Hancock County Recorder's Office, a distance of 1326.89 feet to a stone (found) for a corner at the Southeast corner of the Southwest Quarter of Section Twenty (20); thence North 85°00'03" West with the aforesaid section line between sections 20 and 29, a distance of 1931.93 feet to the place of beginning containing 46.38778 acres of land subject to the rights of all legal roads and easements of record.

PARCEL NO. 19-1001646
MAP NO. 1910-200-00-010
ADDRESS: COUNTY ROAD 26
PRIOR INSTRUCTION REF. VOL 375 Page 493
Parcel VII:

Situated in the Township of Union, County of Hancock and State of Ohio:

The West Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, containing Eighty (80) acres of land, more or less, subject to all legal highways, LESS and EXCEPT a parcel of land of Four (4) acres, more or less, located in the North part of said West Half of the Northwest Quarter of Section 26, said EXCEPTED parcel being more fully described as follows:

Beginning at an iron stake found marking the Northwest corner of the Northwest Quarter of Section 26; thence along the North line of said Northwest Quarter, also being the centerline of County Road Number 26, South 89°25'02" East, a distance of 417.42 feet to a railroad spike set and passing a railroad spike found at 136.75 feet on the centerline of County Road Number 313; thence parallel with the West line of the Northwest Quarter of Section 26, South 00°24'38" West, a distance of 417.42 feet to an iron stake set; thence parallel with the North line of said Northwest Quarter, North 89°25'02" West, a distance of 417.42 feet to a railroad spike set on the West line of said Northwest Quarter and passing an iron stake set 20.00 feet East thereof; thence along said West line, also being the centerline of Township Road Number 56, North 00°24'38" East, a distance of 417.42 feet to the point of beginning and passing a railroad spike 119.66 feet South thereof on the centerline of County Road Number 313, said tract containing 4.000 acres of land, more or less, subject however to all legal highways and prior easements of record.

containing after said EXCEPTION Seventy-six (76) acres of land, more or less, subject to all legal highways.

PARCEL NO. 44-116750 ✓
MAP NO. 1909-260-00-008
ADDRESS: COUNTY ROAD 26
PRIOR INSTRUCTION REF. VOL 413 Page 572

200200000980
Filed for Record in
HANCOCK COUNTY OHIO
ANITA M. MUSGRAVE
01-16-2002 At 03:44 PM.
WARR DEED 62.00
OR Book 2127 Page 86 - 99

DESCRIPTION VIEWED
HANCOCK CO. ENGINEER
BY TJW 1-16-02

TRANSFERRED PER
PARCEL NUMBER -
DESCRIPTION NOT
APPROVED

RE'S SURVEY REQUIRED
~~TRANSFER~~ CONVEYED TRANSFER
ENGINEER
DATE 1-16-02 BY TJW

I hereby certify that the conveyance is in EX.
compliance with section 319.202 of the
Revised Code.

Anthony P. Jirici
HANCOCK COUNTY AUDITOR *cm*

Transferred January 16,
2002
Anthony P. Jirici

201000008039
DRAKE PHILLIPS KUENZLI & CLARK #17

NO SURVEY REQUIRED
NEXT NON-EXEMPT TRANSFER
HANCOCK CO. ENGINEER
BY 8-31-10cc AS to Pgs 1, 11, V

Instrument 201000008039 OR Book Page 2383 1695

DESCRIPTION READS SAME
AS GRANTOR'S DEED
HANCOCK CO. ENGINEER
CANNOT GUARANTEE ACCURACY

BY 8-31-10cc AS to Pgs
III, IV, VI, VII

201000008039
Filed for Record in
HANCOCK COUNTY OHIO
MIKKI G BELTZ, RECORDER
08-31-2010 AT 12:39 pm.
AFFID TRUST 136.00
OR Book 2383 Page 1695 - 1709

I hereby certify that the conveyance is in compliance with section 319.202 of the Revised Code. *EX.*

Charity Rauschenberg
HANCOCK COUNTY AUDITOR *cm*

Transferred August 31, 2010

[Signature]

AFFIDAVIT OF SUCCESSOR TRUSTEE
CONVEYING REAL PROPERTY
(O.R.C. 5302.171 and Title Standard 3.18)

1. The following trust, which is in full force and effect, is the subject of this Affidavit:
Teresa A. Rieman and Karl L. Rieman, Trustees of the Teresa A. Rieman Living Trust dated October 19, 2001 (the "Trust Agreement")

2. The original Trustee of the Teresa A. Rieman Trust Agreement was Teresa A. Rieman, whose legal address was 16570 TR 56, Bluffton, Ohio 45817.

3. Upon the death of Teresa A. Rieman on July 9, 2010, Karl L. Rieman, 16570 TR 56, Bluffton, Ohio 45817, became the successor Trustee, pursuant to the terms of the Trust Agreement.

4. The Trustee holds title to the real estate more particularly described in Exhibit "A" and attached hereto.

The deed vesting title in the Trustee(s) is recorded in Hancock County Deed Volume 2127, Page 69.

5. The Trust Agreement provides that the originally named Trustee, or the successor Trustee, as the case may be, shall have the following powers, authority and discretion, to wit:

My Trustee shall exercise the following administrative and investment powers without the order of any court, as my Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries, to wit:

a. Agricultural Powers:

My Trustee may retain, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, corporation, limited liability company, or any other legal entity.

My Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or share croppers.

My Trustee may engage and participate in any government farm program, whether state or federally sponsored.

My Trustee may purchase or rent machinery, equipment, livestock, poultry, feed and seed.

My Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

b. Business Powers:

My Trustee may retain and continue any business in which I have or had an interest as a shareholder, member, partner, sole proprietor or as a participant in a joint venture, even though that interest may constitute all or a substantial portion of the trust property.

Affidavit of Successor Trustee Conveying Real Property – Page 2

c. Loan, Borrowing, and Encumbrance Power

My Trustee may loan money to any person, including a beneficiary, with or without interest, on any term or on demand, with or without collateral, as it deems in the best interests of the beneficiaries.

My Trustee may borrow money upon such terms and conditions as it shall deem advisable, including, in the case of a corporate fiduciary, the power to borrow from its own banking or commercial department.

My Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in this agreement.

d. Margin, Brokerage, Securities and Bank Account Powers

My Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales and on margin. My Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by my Trustee with such brokers as securities for loans and advances made to my Trustee.

My Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that my Trustee may choose. My Trustee may open such accounts in the name of the Trustee (with or without disclosing fiduciary capacity) or in the name of my trust. Where an account is in the name of my trust, checks on that account, and authorized signatures need not disclose the fiduciary nature of the account or refer to any trust or Trustee.

e. Mortgage Powers

My Trustee shall have the power to enter into any mortgage whether as a mortgagee or mortgagor; to purchase mortgages on the open market and to otherwise buy, sell, or trade in first or subordinate mortgages.

f. Real Estate Powers

My Trustee may purchase, sell, transfer, exchange or otherwise acquire or dispose of any real estate.

My Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under this agreement.

My Trustee may grant or release easements and other interests with respect to real estate; enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

6. The foregoing provisions are a true transcription of text in the Trust.

7. The information in this Affidavit shall be presumed to continue to be accurate, and in the future it may be relied upon as to the authority of the above named Trustee and as an affidavit complying with OSBA Title Standard 3.18, unless an instrument revoking, amending, or otherwise modifying this Affidavit is recorded in the office of the county recorder in which this Affidavit has been recorded.


Karl L. Rieman, Successor Trustee of
The Teresa A. Rieman Living Trust dated
October 19, 2001

Affidavit of Successor Trustee Conveying Real Property – Page 3

STATE OF OHIO,)
) ss:
HANCOCK COUNTY,)

Before me, a Notary Public in and for said County and State, personally appeared the above named Karl L. Rieman, Successor Trustee of the Teresa A. Rieman Living Trust dated October 19, 2001, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed personally and as such Successor Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Findlay, Ohio, this 23rd day of August, 2010.



David P. Kuenzli

Notary Public
David P. Kuenzli
Attorney at Law
No Expiration Date

THIS INSTRUMENT PREPARED BY
DRAKE, PHILLIPS, KUENZLI & CLARK
ATTORNEYS, FINDLAY, OHIO - DPK-Wills
Rieman, Carl - lms/4 Affidavit of Successor Trustee

EXHIBIT "A"

Parcel I:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and containing 160 acres, more or less, described as the Northeast Quarter of Section 27, Union Township, LESS AND EXCEPT the following seven tracts:

Tract I:

Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at the Southeast corner of said Northeast Quarter of Section 27; thence with the East line of said Northeast Quarter, being also the centerline of Township Road No. 56, NORTH, a distance of 198 feet to a point; thence parallel to the South line of said Northeast Quarter, North 89°20' West, a distance of 220.00 feet to an iron stake and passing an iron stake set at 20 feet; thence South, a distance of 198 feet to an iron stake set in the South line of said Northeast Quarter; thence with the South line of said Northeast Quarter of Section 27, South 89°20' East, a distance of 200.00 feet to the point of beginning and passing an iron stake set at 200 feet, the above tract containing 1.000 acres of land.

Tract II:

Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, the following described tract of land: Beginning at the intersection of the East line of said Northeast Quarter with the centerline of the Findlay-Lima Road (Old U.S. Route No. 25), and described as lying South, a distance of 119.56 feet from the Northeast corner of said Section 27; thence from the above described point of beginning and along the centerline of the Findlay-Lima Road, South 49°46' West, a distance of 327.47 feet; thence at right angles, South 40°14' East, a distance of 46.44 feet to an iron stake; thence parallel to the East line of said Northeast Quarter and 220 feet West therefrom, South, a distance of 1188.00 feet to an iron stake; thence South 89°45' East, a distance of 220.00 feet to the East line of said Northeast Quarter; thence with said East line, North, a distance of 1435.93 feet to the point of beginning and containing 6.801 acres of land.

Tract III:

Five (5) acres located along the South line of old U.S. 25 (Findlay-Lima Road) and described as beginning at the intersection of the Center line of old U.S. 25 and the East line of said Section; thence with said centerline of said Road, South 49°46' West a distance of 712.02 feet to the principal point of beginning of the said 5 acres exception; thence from said principal point of beginning and along the centerline of said Road South 49°46' West a distance of 946.95 feet to point; thence at right angles to said centerline South 40°14' East, a distance of 230 feet to an iron stake and passing an iron stake at 30 feet; thence parallel with said centerline, North 49°46' East, a distance of 946.95 feet; thence North 40°14' West a distance of 230 feet to the place of beginning, passing an iron stake set at 200 feet.

Tract IV:

Known as the West 17.37 acres off of the North Half (½) of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and more particularly described as follows: Commencing at the Northwest corner of the said North Half of said Northeast Quarter of Section aforesaid; thence East 563.39 feet to a corner; thence South 1343 feet; thence West 563.39 feet to a post; thence North 1343 feet to the place of beginning.

Tract V:

Situated in the Township of Union, County of Hancock and State of Ohio:
Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:
Beginning at an iron stake found marking the Northeast corner of the Northeast Quarter of Section 27; thence along the East line of said Northeast Quarter, also being the centerline of Township Road No. 56, South 00°40'20" East, a distance of 119.66 feet to a railroad spike reset marking the intersection of said East line with the centerline of County Road No. 313; thence along said centerline South 49°05'10" West, a distance of 1149.95 feet to a nail set; thence parallel with said East line of the Northeast Quarter of Section 27, North 00°40'20" West, a distance of 872.84 feet to a nail set on the North line of said Northeast Quarter and passing iron stakes set at 46.44 feet and 852.84 feet; thence along said North line, also being the centerline of County Road No. 26, South 90°00'00" East, a distance of 877.85 feet to the point of beginning and containing 10.000 acres of land, more or less, subject however to all legal highways and prior easements of record.

Tract VI:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Commencing at an iron pin found set marking the Northeast corner of Section 27; thence along the centerline of Township Road Number 56, south, a distance of 119.66 feet to a railroad spike found set on the intersection of Township Road Number 56 and County Road Number 313; thence along the centerline of County Road Number 313, South $49^{\circ}46'$ West a distance of 327.47 feet to a railroad spike set, being the principal point of beginning of the tract of land to be herein described; thence continuing along said centerline, South $49^{\circ}46'$ West, a distance of 384.55 feet to a point, thence South $40^{\circ}14'$ East, a distance of 230.00 feet to a point, and passing an iron found set at 30.00 feet; thence South $49^{\circ}46'$ West, a distance of 189.39 feet to an iron found set; thence South $40^{\circ}14'$ East, a distance of 25.00 feet to an iron set; thence North $66^{\circ}11'08''$ East, a distance of 331.69 feet to an iron set on the Southwest corner of Lot Number Three (3) of the Barber Subdivision; thence along the West line of Lots Numbers Two (2) and Three (3) of the Barber Subdivision, North, a distance of 396.00 feet to an iron found set; thence North $40^{\circ}14'$ West, a distance of 46.44 feet to the principal point of beginning, and passing an iron set at 30.00 feet Southeast thereof, and containing 2.365 acres of land, more or less, subject however to all legal highways and prior easements of record.

Tract VII:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Commencing at an iron found set marking the Northeast corner of Section 27; thence along the centerline of Township Road Number Fifty-six (56), South, a distance of 119.66 feet to a railroad spike found set on the intersection of Township Road Number 56 and County Road Number 313; thence along the centerline of County Road Number 313, South $49^{\circ}46'$ West, a distance of 1658.97 feet to a nail set, being the principal point of beginning of the tract of land to be herein conveyed; thence continuing along said centerline, South $49^{\circ}46'$ West, a distance of 95.00 feet to a nail set; thence along the centerline of ditch, South $9^{\circ}06'45''$ West, a distance of 189.06 feet to a point; thence continuing along said centerline, South $2^{\circ}32'14''$ East, a distance of 144.92 feet to a point; thence North $49^{\circ}46'$ East, a distance of 337.36 feet to an iron found set, and passing an iron set at 34.00 feet;

thence North 40°14' West, a distance of 230.00 feet to the principal point of beginning, and passing an iron set at 30.00 feet Southeast thereof, and containing 1.178 acres of land, more or less, subject however to all legal highways.

PARCEL NO. 44-1007203
MAP NO. 1909-270-00-001
ADDRESS: COUNTY ROAD 313
PRIOR INSTRUCTION REF. VOL 426 Page 572

Parcel II:

Situated in the Township of Union, County of Hancock and State of Ohio:

PARCEL I. Known as the West 17.37 acres off of the North half of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and more particularly described as follows: Commencing at the Northwest corner of the said North half of said Northeast Quarter of Section aforesaid; thence East 563.39 feet to a corner; thence South 1343 feet; thence West 563.39 feet to a post; thence North 1343 feet to the place of beginning.

PARCEL II. Also part of the Northwest Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, containing 39 acres, and more particularly described as follows: Known as all of that part of the Northeast Quarter (¼) of the Northwest Quarter of Section 27, in Township 1 South, Range 9 East, lying and being South of the South line of the Nickel Plate Railroad and containing 39 acres, be the same more or less.

PARCEL NO. 44-117060
MAP NO. 1909-270-00-002
ADDRESS: COUNTY ROAD 26
PRIOR INSTRUCTION REF. VOL 328 Page 258

Parcel III:

Situated in the Township of Union, County of Hancock and State of Ohio:

The West Half (½) of the Southeast Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, EXCEPT .20 acre out of the Northwest corner of said parcel, containing in all 79.80 acres.

LESS AND EXCEPT THE FOLLOWING FIVE TRACTS:

Tract I:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the South line of the Southeast Quarter of Section 26, and described as lying East, a distance of 295.00 feet from a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and along the South line of said Southwest Quarter, also the centerline of Township Road No. 25, East, a distance of 408.00 feet to a railroad spike; thence right angles, North, a distance of 558.00 feet to an iron stake; thence at right angles, West, a distance of 408.00 feet to an iron stake; thence South, a distance of 558.00 feet to the point of beginning and containing 5.226 acres of land, more or less.

Tract II:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) south, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the south line of the Southeast Quarter of Section 26 and described as lying 1141.15 feet East of a stone marking and being the southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line, North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, East, a distance of 179.45 feet to an iron pin set in the East line of the West half of the Southeast Quarter of said Section 26; thence South $00^{\circ}16'$ West, with the said East line of the West Half of the Southeast Quarter of Section 26, a distance of 558.01 feet to the Southeast corner of the West half of the Southeast Quarter of Section 26 and passing an iron pin set 20.00 feet North thereof; thence along the South line of the said Southeast Quarter, also the centerline of Township Road No. 25, West, a distance of 176.85 feet to the point of beginning and containing 2.282 acres of land more or less, subject, however, to all legal highways.

Tract III:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the South line of the Southeast Quarter of Section 26, and described as lying 703.00 feet East of a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, East, a distance of 260.00 feet to an iron stake; thence at right angles, South, a distance of 558.00 feet to a railroad spike set in the South line of said Southeast Quarter and passing an iron stake set 20.00 feet North thereof; thence along the South line of said Southeast Quarter, also the centerline of Township Road No. 25, West, a distance of 260.00 feet to the point of beginning and containing 3.331 acres of land, more or less.

Tract IV:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at a point in the South line of the Southeast Quarter of Section 26 and described as lying 1141.15 feet East of a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line, North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, West, a distance of 178.15 feet to an iron pin; thence South, a distance of 558.00 feet to the centerline of Township Road No. 25 and passing an iron pin set 20.00 feet North thereof; thence along the South line of the said Southeast Quarter, also the centerline of Township Road 25, East, a distance of 178.15 feet to the point of beginning and containing 2.282 acres of land.

Tract V:

Known as lots No. 1 & 2 in Deerefield Place Subdivision, Union Township, Hancock County, Ohio.

The remaining above described tract is now known as Lot No. Three (3) in the Deerefield Place Subdivision of Union Township, Hancock County, Ohio.

PARCEL NO. 44-1012358

MAP NO. 1909-260-00-013

ADDRESS: DEERFIELD LANE

PRIOR INSTRUCTION REF. VOL 357 Page 705

Parcel IV:

Being the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-seven (27), Union Township, Hancock County, Ohio, and containing 160 acres, more or less, excepting the following three tracts:

Tract I:

Beginning at a point on the Section line dividing Section 27 and 34 of said Union Township, said point being 26.30 feet West of the Southeast corner of said Section 27 and 150.0 feet right of Station 259 plus 57.75 in said centerline of Survey made by Department of Highways; thence North $88^{\circ}07'45''$ West along said Section line a distance of 487.89 feet to a point 150.00 feet left of Station 255 plus 72.93 in said centerline of Survey; thence Northeasterly on a curve bearing left and having a radius of 12127.67 feet, a distance of 655.99 feet to a point on the Section line dividing Section 27 and Section 26; said point being 150.00 feet left of Station 262 plus 37.09 in said centerline of Survey; thence South $1^{\circ}39'19''$ West along said Section line a distance of 387.93 feet to a point 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence Southwesterly and on a curve bearing right and having a radius of 12427.67 feet, a distance of 33.80 feet to the point of beginning, containing 2.18 acres more or less.

Also excepting in Tracts II and III land lying on the left and right sides of the centerline of a Survey made by the Department of Highways and being located with the following described point in the boundary thereof;

Tract II:

Beginning at a point in the East line of said Section 27, said point being 409.16 feet North $1^{\circ}39'19''$ East of the Southeast corner of said Section 27 and being 4.34 feet left of Station 101 plus 91.80 in said centerline of Survey; thence Southwesterly and on a curve bearing right and having a radius of 12127.67 feet, a distance of 96 feet to a point 77.72 feet left of Station 101 plus 30.38 in said centerline of Survey; thence North $5^{\circ}37'52''$ East a distance of 771.07 feet to a point in the existing Westerly right of way line of Township Road Number 56, said point being 22.35 feet left of Station 109 plus 00 in said centerline of Survey; thence South $88^{\circ}45'11''$ East a distance of 20 feet to a point in the East line of Section 27 said point being 2.35 feet left of Station 109 plus 00 in said centerline of Survey; thence South $1^{\circ}39'19''$ West along said East line of Section 27 a distance of 724.93 feet to the point of beginning, containing 0.45 acres, more or less.

Tract III:

Beginning at the Southeastern corner of Section 27, said point being 166.56 feet right of Station 259 plus 78.00 in said centerline of Survey; thence North 52°57'26" East along Section line dividing Sections 27 and 34 a distance of 26.37 feet to a point 150.00 feet right of Section 259 plus 57.74 in said centerline of Survey; thence Northeasterly and on a curve bearing left and having a radius of 12427.67 feet, a distance of 33.80 feet to a point in the East line of Section 27, said point being 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence South 1°39'08" West along said East line of Section 27, a distance of 21.22 feet to the point of beginning, containing 0.0004 of an acre, more or less.

PARCEL NO. 44-117050

MAP NO. 1909-270-00-034

ADDRESS: 16570 TOWNSHIP ROAD 56
PRIOR INSTRUCTION REF. VOL 321 Page 268

Parcel V:

Situated in Union Township, Hancock County and State of Ohio, to-wit:

And known as the Southwest Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, containing 160 acres.

EXCEPT THE FOLLOWING THREE TRACTS:

Tract I:

Appropriated by the State of Ohio in Case No. 32590 and being described as follows:

Beginning at a point on the Section line dividing Sections Twenty-seven (27) and Twenty-six (26) said point being 409.16 feet North 01°39'19" East of the Southwest corner of said Section 26 and 150.00 feet left of Station 262 plus 37.09 in said centerline of Survey; thence Northeasterly and along a curve bearing left and having a radius of 12127.67 feet a distance of 931.10 feet to a point 150.00 feet left of Station 271 plus 79.69 in said centerline of Survey; thence North 47°20'00" East, a distance of 2340.79 feet to a point in the North property line of R. Lehr Green, said point being 150.00 feet left of Station 295 plus 20.48 in said centerline of Survey; thence South 87°48'30" East along said North property line of R. Lehr Green, a distance of 294.17 feet to a point in the intersection between the North and East property line of R. Lehr Green, said point being 57.50 feet right of Station 297 plus 29.00 in said centerline of Survey; thence South 01°54'31" West along the East property line of R. Lehr Green, a distance of 129.86 feet to a point 150.00 feet right of Station 296 plus 37.86 in said centerline of Survey; thence South

47°20'00" West, a distance of 2458.17 feet to a point 150.00 feet right of Station 271 plus 79.69 in said centerline of Survey; thence Southwesterly and along a curve bearing right and having a radius of 12427.67 feet, a distance of 1203.09 feet to a point 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence North 01°39'19" East along the Section line dividing said Section 27 and 26, a distance of 387.93 feet to the point of beginning, containing 24.14 acres, more or less.

Tract II:

Being a part of the Southwest Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at an iron stake in the East line of the Southwest Quarter of Section 26, and described as lying North 01°38'45" East, a distance of 1644.45 feet from a stone marking the Southeast corner of the Southwest Quarter of Section 26; thence from the above described point of beginning and along the East line of said Southwest Quarter of Section 26, North 01°38'45" East, a distance of 874.92 feet to an iron stake set in the southeasterly Limited Access Right-of-Way line of Interstate Highway Route No. 75; thence with said Limited Access Right-of-Way line, South 47°20' West, a distance of 1252.45 feet to an iron stake; thence South 88°21'15" East, a distance of 896.18 feet to the point of beginning and containing 9.000 acres of land more or less.

ALSO, an easement for the purpose of ingress and egress over and across a strip of land situated in the Southwest Quarter of Section 26, Township 1 South, Range 9 East, Union Township, Hancock County, Ohio and described as follows to-wit:

Beginning at the southeast corner of the Southwest Quarter of Section 26; thence with the East line of said Southwest Quarter, North 01°38'45" East, a distance of 1644.45 feet to an iron stake; thence North 88°21'15" West, a distance of 25.00 feet to an iron stake; thence parallel to the east line of said Southwest Quarter, South 01°38'45" West a distance of 1644.49 feet to a point in the South line of said Southwest Quarter of Section 26; thence with said South line, being also the centerline of Township Road No. 25, South 88°25' East, a distance of 25.00 feet to the point of beginning.

Tract III:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Southwest Quarter (¼) of Section Twenty-six (26), together with a part of the Northwest Quarter of the Northwest Quarter (¼) of Section Thirty-five (35), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a railroad spike marking the Southwest corner of the Southwest Quarter of Section 26; thence along the section line common to Section 26 and Section 35, South 88°23'11" East, a distance of 76.65 feet to an iron stake; thence into Section 35, South 07°21'25" West a distance of 103.47 feet to an iron stake; thence North 76°19'30" East, a distance of 390.46 feet to an iron stake in the section line common to Section 26 and Section 35; thence along said section line, South 88°23'11" East, a distance of 411.27 feet to a point; thence at right angles, North, 01°36'49" East, a distance of 773.15 feet to an iron stake in the southerly Limited Access Right-of-Way Line of Interstate Highway Route No. 75; said point also described as lying 150.00 feet right of station 271+15.76 in the centerline of survey of said Highway; thence southwesterly along said Limited Access Right-of-Way Line, along a curve to the right having a radius of 12,427.67 feet and a central angle of 05°14'54", a distance of 1138.38 feet to a point described as lying 150.00 feet right of station 259+91.12 in the centerline of survey of said highway and lying in the West line of the Southwest Quarter of Section 26; the chord of said curve bearing South 50°15'20" West, a distance of 1138.00 feet; thence with the West line of said Southwest Quarter of Section 26, South 01°39'19" West, a distance of 21.22 feet to the point of beginning and containing 8.066 acres of land, more or less, of which 7.633 acres lies in Section 26 and 0.433 acres lies in Section 35; said tract subject to all legal highways and prior easements.

PARCEL NO. 44-1012353
MAP NO. 1909-260-00-009
ADDRESS: TOWNSHIP ROAD 56
PRIOR INSTRUCTION REF. VOL 321 Page 271
Parcel VI:

Situated in the Township of Eagle, County of Hancock and State of Ohio:

The North half of the South half of the Southwest quarter (N½ S½ SW¼) of Section Twenty (20) Township 1 South, Range 10 East, containing 40 acres of land, be the same more or less, but subject to all legal highways.

Also the South half of the South half of the Southwest quarter (S½ S½ SW¼) of Section Twenty (20) Township 1 South, Range 10 East, containing 40 acres of land, be the same more or less, but subject to all legal highways.

LESS AND EXCEPT THE FOLLOWING

A tract of land located in and being a part of the Southwest (SW) Quarter (¼) of Section Twenty (20), T-1-S, R-10-E, Eagle Township, Hancock County, State of Ohio, being 46.38778 acres of land out of the lands of Karl L. Rieman and Teresa A. Rieman who claim title by deed of reference in Deed Volume 375, Page 493 of the

records of the Hancock County Recorder's Office and being more particularly described as follows:

Beginning at a railroad spike (found) at the Southwest corner of the aforesaid Section 20; thence South 85°00'03" East, with the division line between sections 20 and 29, a distance of 715.38 feet to a railroad spike (set) in said line for a corner and the True Place of Beginning of the lands herein described; thence leaving the said section line and across the lands of the Grantors herein and with the centerline of the Tiderishi Ditch and the meanderings thereof the following seventeen (17) Bearings and Distances:

- 1) North 50°01'37" East 17.96 feet;
- 2) North 28°39'36" East 45.31 feet;
- 3) North 49°09'54" East 135.15 feet;
- 4) North 26°47'18" East 157.39 feet;
- 5) North 53°23'20" East 70.50 feet;
- 6) North 35°21'29" East 136.49 feet;
- 7) North 45°08'17" East 92.28 feet;
- 8) North 33°34'27" East 112.31 feet;
- 9) North 26°34'49" East 166.99 feet;
- 10) North 18°41'19" East 342.40 feet;
- 11) North 70°14'26" East 124.79 feet;
- 12) North 74°08'47" East 59.13 feet;
- 13) South 75°43'12" East 61.16 feet;
- 14) North 71°55'02" East 55.15 feet;
- 15) North 26°22'53" East 31.78 feet;
- 16) North 17°21'48" East 47.30 feet;

17) North 20°12'01" East 48.99 feet to an iron pipe (set) in the North line of the lands of the Grantors herein and the South line of a tract of land belonging to Louis J. Heldman who claims title by deeds of record in Deed Volume 249, Page 374 and Deed Volume 247, Page 198 of the records of the Hancock County Recorder's Office; thence South 84°59'12" East, with the division line between said lands as occupied, a distance of 1053.24 feet to a rotted cedar post found for a corner, no other evidence of a corner having been found; thence South 4°50'34" West, with the east line of the lands of the Grantors herein and the west line of the lands of Emma E. Steinman who claims title by deed of record in Deed Volume 209, Page 288 both of the records of the Hancock County Recorder's Office, a distance of 1326.89 feet to a stone (found) for a corner at the Southeast corner of the Southwest Quarter of Section Twenty (20); thence North 85°00'03" West with the aforesaid section line between sections 20 and 29, a distance of 1931.93 feet to the place of beginning containing 46.38778 acres of land subject to the rights of all legal roads and easements of record.

PARCEL NO. 19-1001646
MAP NO. 1910-200-00-010
ADDRESS: COUNTY ROAD 26
PRIOR INSTRUCTION REF. VOL 375 Page 493
Parcel VII:

Situated in the Township of Union, County of Hancock and State of Ohio:

The West Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, containing Eighty (80) acres of land, more or less, subject to all legal highways, LESS and EXCEPT a parcel of land of Four (4) acres, more or less, located in the North part of said West Half of the Northwest Quarter of Section 26, said EXCEPTED parcel being more fully described as follows:

Beginning at an iron stake found marking the Northwest corner of the Northwest Quarter of Section 26; thence along the North line of said Northwest Quarter, also being the centerline of County Road Number 26, South $89^{\circ}25'02''$ East, a distance of 417.42 feet to a railroad spike set and passing a railroad spike found at 136.75 feet on the centerline of County Road Number 313; thence parallel with the West line of the Northwest Quarter of Section 26, South $00^{\circ}24'38''$ West, a distance of 417.42 feet to an iron stake set; thence parallel with the North line of said Northwest Quarter, North $89^{\circ}25'02''$ West, a distance of 417.42 feet to a railroad spike set on the West line of said Northwest Quarter and passing an iron stake set 20.00 feet East thereof; thence along said West line, also being the centerline of Township Road Number 56, North $00^{\circ}24'38''$ East, a distance of 417.42 feet to the point of beginning and passing a railroad spike 119.66 feet South thereof on the centerline of County Road Number 313, said tract containing 4.000 acres of land, more or less, subject however to all legal highways and prior easements of record.

containing after said EXCEPTION Seventy-six (76) acres of land, more or less, subject to all legal highways.

PARCEL NO. 44-116750
MAP NO. 1909-260-00-008
ADDRESS: COUNTY ROAD 26
PRIOR INSTRUCTION REF. VOL 413 Page 572

NEW SURVEY REQUIRED
NEXT NON-EXEMPT TRANSFER
HANCOCK CO. ENGINEER
BY 10-19-10 AS to PAR 1, 11 & V

Instrument 201000010039 OR Book Page 2386 2306

DESCRIPTION READS SAME
AS GRANTOR'S DEED
HANCOCK CO. ENGINEER
CANNOT GUARANTEE ACCURACY

BY 10-19-10 AS to PAR.
III, IV, VI, VII, VIII & IX

201000010039
Filed for Record in
HANCOCK COUNTY OHIO
NIKKI G BELTZ, RECORDER
10-19-2010 At 02:22 pm.
AFFID TRUST 152.00
OR Book 2386 Page 2306 - 2321

201000010039
ASSURED TITLE AGENCY #25

16/3

AFFIDAVIT OF SUCCESSOR TRUSTEE
CONVEYING REAL PROPERTY
(O.R.C. 5302.171 and Title Standard 3.18)

1. The following trust, which is in full force and effect, is the subject of this Affidavit:

Karl L. Rieman, Trustee of the Karl L. Rieman Living Trust dated October 19, 2001 (the "Trust Agreement")

2. The original Trustees of the Karl L. Rieman Trust Agreement were Karl L. Rieman and Teresa A. Rieman, whose legal address was 16570 TR 56, Bluffton, Ohio 45817.

3. Upon the death of Teresa A. Rieman on July 9, 2010, Karl L. Rieman, 16570 TR 56, Bluffton, Ohio 45817, became the sole Trustee, pursuant to the terms of the Trust Agreement.

4. The Trustee holds title to the real estate more particularly described in Exhibit "A" and attached hereto.

The deed vesting title in the Trustee(s) is recorded in Hancock County Deed Volume 2127, Page 86, Deed Volume 2319, Page 2524 and Deed Volume 2337, Page 173.

5. The Trust Agreement provides that the originally named Trustees, or the successor Trustee, as the case may be, shall have the following powers, authority and discretion, to wit:

My Trustee shall exercise the following administrative and investment powers without the order of any court, as my Trustee determines in its sole and absolute discretion to be in the best interests of the beneficiaries, to wit:

a. Agricultural Powers:

My Trustee may retain, acquire, and continue any farm or ranching operation whether as a sole proprietorship, partnership, corporation, limited liability company, or any other legal entity.

My Trustee may engage in the production, harvesting, and marketing of both farm and ranch products either by operating directly or with management agencies, hired labor, tenants, or share croppers.

My Trustee may engage and participate in any government farm program, whether state or federally sponsored.

My Trustee may purchase or rent machinery, equipment, livestock, poultry, feed and seed.

My Trustee may, in general, do all things customary or desirable to operate a farm or ranch operation for the benefit of the beneficiaries of the various trusts created under this agreement.

b. Business Powers:

My Trustee may retain and continue any business in which I have or had an interest as a shareholder, member, partner, sole proprietor or as a participant in a

(Mud works)

Affidavit of Successor Trustee Conveying Real Property – Page 2

joint venture, even though that interest may constitute all or a substantial portion of the trust property.

c. Loan, Borrowing, and Encumbrance Power

My Trustee may loan money to any person, including a beneficiary, with or without interest, on any term or on demand, with or without collateral, as it deems in the best interests of the beneficiaries.

My Trustee may borrow money upon such terms and conditions as it shall deem advisable, including, in the case of a corporate fiduciary, the power to borrow from its own banking or commercial department.

My Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in this agreement.

d. Margin, Brokerage, Securities and Bank Account Powers

My Trustee is authorized to buy, sell, and trade in securities of any nature, including short sales and on margin. My Trustee may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by my Trustee with such brokers as securities for loans and advances made to my Trustee.

My Trustee is authorized to establish and maintain bank accounts of all types in one or more banking institutions that my Trustee may choose. My Trustee may open such accounts in the name of the Trustee (with or without disclosing fiduciary capacity) or in the name of my trust. Where an account is in the name of my trust, checks on that account, and authorized signatures need not disclose the fiduciary nature of the account or refer to any trust or Trustee.

e. Mortgage Powers

My Trustee shall have the power to enter into any mortgage whether as a mortgagee or mortgagor; to purchase mortgages on the open market and to otherwise buy, sell, or trade in first or subordinate mortgages.

f. Real Estate Powers

My Trustee may purchase, sell, transfer, exchange or otherwise acquire or dispose of any real estate.

My Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under this agreement.

My Trustee may grant or release easements and other interests with respect to real estate; enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

6. The foregoing provisions are a true transcription of text in the Trust.

7. The information in this Affidavit shall be presumed to continue to be accurate, and in the future it may be relied upon as to the authority of the above named Trustee and as an affidavit complying with OSBA Title Standard 3.18, unless an instrument revoking, amending, or otherwise modifying this Affidavit is recorded in the office of the county recorder in which this Affidavit has been recorded.

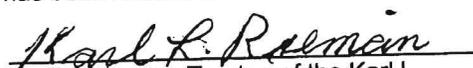

Karl L. Rieman, Trustee of the Karl L.
Rieman Trust dated October 19, 2001

EXHIBIT "A"

An undivided one-half (1/2) interest in Parcel I thru Parcel VII, inclusive, as more particularly described below:

Parcel I:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and containing 160 acres, more or less, described as the Northeast Quarter of Section 27, Union Township, LESS AND EXCEPT the following seven tracts:

Tract I:

Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at the Southeast corner of said Northeast Quarter of Section 27; thence with the East line of said Northeast Quarter, being also the centerline of Township Road No. 56, NORTH, a distance of 198 feet to a point; thence parallel to the South line of said Northeast Quarter, North 89°20' West, a distance of 220.00 feet to an iron stake and passing an iron stake set at 20 feet; thence South, a distance of 198 feet to an iron stake set in the South line of said Northeast Quarter; thence with the South line of said Northeast Quarter of Section 27, South 89°20' East, a distance of 200.00 feet to the point of beginning and passing an iron stake set at 200 feet, the above tract containing 1.000 acres of land.

Tract II:

Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, the following described tract of land: Beginning at the intersection of the East line of said Northeast Quarter with the centerline of the Findlay-Lima Road (Old U.S. Route No. 25), and described as lying South, a distance of 119.56 feet from the Northeast corner of said Section 27; thence from the above described point of beginning and along the centerline of the Findlay-Lima Road, South 49°46' West, a distance of 327.47 feet; thence at right angles, South 40°14' East, a distance of 46.44 feet to an iron stake; thence parallel to the East line of said Northeast Quarter and 220 feet West therefrom, South, a distance of 1188.00 feet to an iron stake; thence South 89°45' East, a distance of 220.00 feet to the East line of said Northeast Quarter; thence with said East line, North, a distance of 1435.93 feet to the point of beginning and containing 6.801 acres of land.

Tract III:

Five (5) acres located along the South line of old U.S. 25 (Findlay-Lima Road) and described as beginning at the intersection of the Center line of old U.S. 25 and the East line of said Section; thence with said centerline of said Road, South 49°46' West a distance of 712.02 feet to the principal point of beginning of the said 5 acres exception; thence from said principal point of beginning and along the centerline of said Road South 49°46' West a distance of 946.95 feet to point; thence at right angles to said centerline South 40°14' East, a distance of 230 feet to an iron stake and passing an iron stake at 30 feet; thence parallel with said centerline, North 49°46' East, a distance of 946.95 feet; thence North 40°14' West a distance of 230 feet to the place of beginning, passing an iron stake set at 200 feet.

Tract IV:

Known as the West 17.37 acres off of the North Half (½) of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and more particularly described as follows: Commencing at the Northwest corner of the said North Half of said Northeast Quarter of Section aforesaid; thence East 563.39 feet to a corner; thence South 1343 feet; thence West 563.39 feet to a post; thence North 1343 feet to the place of beginning.

Tract V:

Situated in the Township of Union, County of Hancock and State of Ohio:
Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:
Beginning at an iron stake found marking the Northeast corner of the Northeast Quarter of Section 27; thence along the East line of said Northeast Quarter, also being the centerline of Township Road No. 56, South 00°40'20" East, a distance of 119.66 feet to a railroad spike reset marking the intersection of said East line with the centerline of County Road No. 313; thence along said centerline South 49°05'10" West, a distance of 1149.95 feet to a nail set; thence parallel with said East line of the Northeast Quarter of Section 27, North 00°40'20" West, a distance of 872.84 feet to a nail set on the North line of said Northeast Quarter and passing iron stakes set at 46.44 feet and 852.84 feet; thence along said North line, also being the centerline of County Road No. 26, South 90°00'00" East, a distance of 877.85 feet to the point of beginning and containing 10.000 acres of land, more or less, subject however to all legal highways and prior easements of record.

Tract VI:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Commencing at an iron pin found set marking the Northeast corner of Section 27; thence along the centerline of Township Road Number 56, south, a distance of 119.66 feet to a railroad spike found set on the intersection of Township Road Number 56 and County Road Number 313; thence along the centerline of County Road Number 313, South 49°46' West a distance of 327.47 feet to a railroad spike set, being the principal point of beginning of the tract of land to be herein described; thence continuing along said centerline, South 49°46' West, a distance of 384.55 feet to a point, thence South 40°14' East, a distance of 230.00 feet to a point, and passing an iron found set at 30.00 feet; thence South 49°46' West, a distance of 189.39 feet to an iron found set; thence South 40°14' East, a distance of 25.00 feet to an iron set; thence North 66°11'08" East, a distance of 331.69 feet to an iron set on the Southwest corner of Lot Number Three (3) of the Barber Subdivision; thence along the West line of Lots Numbers Two (2) and Three (3) of the Barber Subdivision, North, a distance of 396.00 feet to an iron found set; thence North 40°14' West, a distance of 46.44 feet to the principal point of beginning, and passing an iron set at 30.00 feet Southeast thereof, and containing 2.365 acres of land, more or less, subject however to all legal highways and prior easements of record.

Tract VII:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Commencing at an iron found set marking the Northeast corner of Section 27; thence along the centerline of Township Road Number Fifty-six (56), South, a distance of 119.66 feet to a railroad spike found set on the intersection of Township Road Number 56 and County Road Number 313; thence along the centerline of County Road Number 313, South 49°46' West, a distance of 1658.97 feet to a nail set, being the principal point of beginning of the tract of land to be herein conveyed; thence continuing along said centerline, South 49°46' West, a distance of 95.00 feet to a nail set; thence along the centerline of ditch, South 9°06'45" West, a distance of 189.06 feet to a point; thence continuing along said centerline, South 2°32'14" East, a distance of 144.92 feet to a point; thence North 49°46' East, a distance of 337.36 feet to an iron found set, and passing an iron set at 34.00 feet;

thence North 40°14' West, a distance of 230.00 feet to the principal point of beginning, and passing an iron set at 30.00 feet Southeast thereof, and containing 1.178 acres of land, more or less, subject however to all legal highways.

PARCEL NO. 44-1007203
MAP NO. 1909-270-00-001
ADDRESS: COUNTY ROAD 313
PRIOR INSTRUCTION REF. VOL 426 Page 572

Parcel II:

Situated in the Township of Union, County of Hancock and State of Ohio:

PARCEL I. Known as the West 17.37 acres off of the North half of the Northeast Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and more particularly described as follows: Commencing at the Northwest corner of the said North half of said Northeast Quarter of Section aforesaid; thence East 563.39 feet to a corner; thence South 1343 feet; thence West 563.39 feet to a post; thence North 1343 feet to the place of beginning.

PARCEL II. Also part of the Northwest Quarter (¼) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, containing 39 acres, and more particularly described as follows: Known as all of that part of the Northeast Quarter (¼) of the Northwest Quarter of Section 27, in Township 1 South, Range 9 East, lying and being South of the South line of the Nickel Plate Railroad and containing 39 acres, be the same more or less.

PARCEL NO. 44-117060
MAP NO. 1909-270-00-002
ADDRESS: COUNTY ROAD 26
PRIOR INSTRUCTION REF. VOL 328 Page 258

Parcel III:

Situated in the Township of Union, County of Hancock and State of Ohio:

The West Half (½) of the Southeast Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, EXCEPT .20 acre out of the Northwest corner of said parcel, containing in all 79.80 acres.

LESS AND EXCEPT THE FOLLOWING FIVE TRACTS:

Tract I:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the South line of the Southeast Quarter of Section 26, and described as lying East, a distance of 295.00 feet from a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and along the South line of said Southwest Quarter, also the centerline of Township Road No. 25, East, a distance of 408.00 feet to a railroad spike; thence right angles, North, a distance of 558.00 feet to an iron stake; thence at right angles, West, a distance of 408.00 feet to an iron stake; thence South, a distance of 558.00 feet to the point of beginning and containing 5.226 acres of land, more or less.

Tract II:

Situated in the Township of Union, County of Hancock and State of Ohio:
Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) south, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the south line of the Southeast Quarter of Section 26 and described as lying 1141.15 feet East of a stone marking and being the southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line, North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, East, a distance of 179.45 feet to an iron pin set in the East line of the West half of the Southeast Quarter of said Section 26; thence South $00^{\circ}16'$ West, with the said East line of the West Half of the Southeast Quarter of Section 26, a distance of 558.01 feet to the Southeast corner of the West half of the Southeast Quarter of Section 26 and passing an iron pin set 20.00 feet North thereof; thence along the South line of the said Southeast Quarter, also the centerline of Township Road No. 25, West, a distance of 176.85 feet to the point of beginning and containing 2.282 acres of land more or less, subject, however, to all legal highways.

Tract III:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the South line of the Southeast Quarter of Section 26, and described as lying 703.00 feet East of a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, East, a distance of 260.00 feet to an iron stake; thence at right angles, South, a distance of 558.00 feet to a railroad spike set in the South line of said Southeast Quarter and passing an iron stake set 20.00 feet North thereof; thence along the South line of said Southeast Quarter, also the centerline of Township Road No. 25, West, a distance of 260.00 feet to the point of beginning and containing 3.331 acres of land, more or less.

Tract IV:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at a point in the South line of the Southeast Quarter of Section 26 and described as lying 1141.15 feet East of a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line, North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, West, a distance of 178.15 feet to an iron pin; thence South, a distance of 558.00 feet to the centerline of Township Road No. 25 and passing an iron pin set 20.00 feet North thereof; thence along the South line of the said Southeast Quarter, also the centerline of Township Road 25, East, a distance of 178.15 feet to the point of beginning and containing 2.282 acres of land.

Tract V:

Known as lots No. 1 & 2 in Deerefield Place Subdivision, Union Township, Hancock County, Ohio.

The remaining above described tract is now known as Lot No. Three (3) in the Deerefield Place Subdivision of Union Township, Hancock County, Ohio.

PARCEL NO. 44-1012358

MAP NO. 1909-260-00-013

ADDRESS: DEERFIELD LANE

PRIOR INSTRUCTION REF. VOL 357 Page 705

Parcel IV:

Being the Southeast Quarter (¼) of Section Twenty-seven (27), Union Township, Hancock County, Ohio, and containing 160 acres, more or less, excepting the following three tracts:

Tract I:

Beginning at a point on the Section line dividing Section 27 and 34 of said Union Township, said point being 26.30 feet West of the Southeast corner of said Section 27 and 150.0 feet right of Station 259 plus 57.75 in said centerline of Survey made by Department of Highways; thence North 88°07'45" West along said Section line a distance of 487.89 feet to a point 150.00 feet left of Station 255 plus 72.93 in said centerline of Survey; thence Northeasterly on a curve bearing left and having a radius of 12127.67 feet, a distance of 655.99 feet to a point on the Section line dividing Section 27 and Section 26; said point being 150.00 feet left of Station 262 plus 37.09 in said centerline of Survey; thence South 1°39'19" West along said Section line a distance of 387.93 feet to a point 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence Southwesterly and on a curve bearing right and having a radius of 12427.67 feet, a distance of 33.80 feet to the point of beginning, containing 2.18 acres more or less.

Also excepting in Tracts II and III land lying on the left and right sides of the centerline of a Survey made by the Department of Highways and being located with the following described point in the boundary thereof;

Tract II:

Beginning at a point in the East line of said Section 27, said point being 409.16 feet North 1°39'19" East of the Southeast corner of said Section 27 and being 4.34 feet left of Station 101 plus 91.80 in said centerline of Survey; thence Southwesterly and on a curve bearing right and having a radius of 12127.67 feet, a distance of 96 feet to a point 77.72 feet left of Station 101 plus 30.38 in said centerline of Survey; thence North 5°37'52" East a distance of 771.07 feet to a point in the existing Westerly right of way line of Township Road Number 56, said point being 22.35 feet left of Station 109 plus 00 in said centerline of Survey; thence South 88°45'11" East a distance of 20 feet to a point in the East line of Section 27 said point being 2.35 feet left of Station 109 plus 00 in said centerline of Survey; thence South 1°39'19" West along said East line of Section 27 a distance of 724.93 feet to the point of beginning, containing 0.45 acres, more or less.

Tract III:

Beginning at the Southeastern corner of Section 27, said point being 166.56 feet right of Station 259 plus 78.00 in said centerline of Survey; thence North 52°57'26" East along Section line dividing Sections 27 and 34 a distance of 26.37 feet to a point 150.00 feet right of Section 259 plus 57.74 in said centerline of Survey; thence Northeasterly and on a curve bearing left and having a radius of 12427.67 feet, a distance of 33.80 feet to a point in the East line of Section 27, said point being 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence South 1°39'08" West along said East line-of Section 27, a distance of 21.22 feet to the point of beginning, containing 0.0004 of an acre, more or less.

PARCEL NO. 44-117050
MAP NO. 1909-270-00-034
ADDRESS: 16570 TOWNSHIP ROAD 56
PRIOR INSTRUCTION REF. VOL 321 Page 268
Parcel V:

Situated in Union Township, Hancock County and State of Ohio, to-wit:

And known as the Southwest Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, containing 160 acres.

EXCEPT THE FOLLOWING THREE TRACTS:

Tract I:

Appropriated by the State of Ohio in Case No. 32590 and being described as follows:

Beginning at a point on the Section line dividing Sections Twenty-seven (27) and Twenty-six (26) said point being 409.16 feet North 01°39'19" East of the Southwest corner of said Section 26 and 150.00 feet left of Station 262 plus 37.09 in said centerline of Survey; thence Northeasterly and along a curve bearing left and having a radius of 12127.67 feet a distance of 931.10 feet to a point 150.00 feet left of Station 271 plus 79.69 in said centerline of Survey; thence North 47°20'00" East, a distance of 2340.79 feet to a point in the North property line of R. Lehr Green, said point being 150.00 feet left of Station 295 plus 20.48 in said centerline of Survey; thence South 87°48'30" East along said North property line of R. Lehr Green, a distance of 294.17 feet to a point in the intersection between the North and East property line of R. Lehr Green, said point being 57.50 feet right of Station 297 plus 29.00 in said centerline of Survey; thence South 01°54'31" West along the East property line of R. Lehr Green, a distance of 129.86 feet to a point 150.00 feet right of Station 296 plus 37.86 in said centerline of Survey; thence South

47°20'00" West, a distance of 2458.17 feet to a point 150.00 feet right of Station 271 plus 79.69 in said centerline of Survey; thence Southwesterly and along a curve bearing right and having a radius of 12427.67 feet, a distance of 1203.09 feet to a point 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence North 01°39'19" East along the Section line dividing said Section 27 and 26, a distance of 387.93 feet to the point of beginning, containing 24.14 acres, more or less.

Tract II:

Being a part of the Southwest Quarter (¼) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows: Beginning at an iron stake in the East line of the Southwest Quarter of Section 26, and described as lying North 01°38'45" East, a distance of 1644.45 feet from a stone marking the Southeast corner of the Southwest Quarter of Section 26; thence from the above described point of beginning and along the East line of said Southwest Quarter of Section 26, North 01°38'45" East, a distance of 874.92 feet to an iron stake set in the southeasterly Limited Access Right-of-Way line of Interstate Highway Route No. 75; thence with said Limited Access Right-of-Way line, South 47°20' West, a distance of 1252.45 feet to an iron stake; thence South 88°21'15" East, a distance of 896.18 feet to the point of beginning and containing 9.000 acres of land more or less.

ALSO, an easement for the purpose of ingress and egress over and across a strip of land situated in the Southwest Quarter of Section 26, Township 1 South, Range 9 East, Union Township, Hancock County, Ohio and described as follows to-wit:

Beginning at the southeast corner of the Southwest Quarter of Section 26; thence with the East line of said Southwest Quarter, North 01°38'45" East, a distance of 1644.45 feet to an iron stake; thence North 88°21'15" West, a distance of 25.00 feet to an iron stake; thence parallel to the east line of said Southwest Quarter, South 01°38'45" West a distance of 1644.49 feet to a point in the South line of said Southwest Quarter of Section 26; thence with said South line, being also the centerline of Township Road No. 25, South 88°25' East, a distance of 25.00 feet to the point of beginning.

Tract III:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Southwest Quarter (¼) of Section Twenty-six (26), together with a part of the Northwest Quarter of the Northwest Quarter (¼) of Section Thirty-five (35), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a railroad spike marking the Southwest corner of the Southwest Quarter of Section 26; thence along the section line common to Section 26 and Section 35, South 88°23'11" East, a distance of 76.65 feet to an iron stake; thence into Section 35, South 07°21'25" West a distance of 103.47 feet to an iron stake; thence North 76°19'30" East, a distance of 390.46 feet to an iron stake in the section line common to Section 26 and Section 35; thence along said section line, South 88°23'11" East, a distance of 411.27 feet to a point; thence at right angles, North, 01°36'49" East, a distance of 773.15 feet to an iron stake in the southerly Limited Access Right-of-Way Line of Interstate Highway Route No. 75; said point also described as lying 150.00 feet right of station 271+15.76 in the centerline of survey of said Highway; thence southwesterly along said Limited Access Right-of-Way Line, along a curve to the right having a radius of 12,427.67 feet and a central angle of 05°14'54", a distance of 1138.38 feet to a point described as lying 150.00 feet right of station 259+91.12 in the centerline of survey of said highway and lying in the West line of the Southwest Quarter of Section 26; the chord of said curve bearing South 50°15'20" West, a distance of 1138.00 feet; thence with the West line of said Southwest Quarter of Section 26, South 01°39'19" West, a distance of 21.22 feet to the point of beginning and containing 8.066 acres of land, more or less, of which 7.633 acres lies in Section 26 and 0.433 acres lies in Section 35; said tract subject to all legal highways and prior easements.

PARCEL NO. 44-1012353
MAP NO. 1909-260-00-009
ADDRESS: TOWNSHIP ROAD 56
PRIOR INSTRUCTION REF. VOL 321 Page 271
Parcel VI:

Situated in the Township of Eagle, County of Hancock and State of Ohio:

The North half of the South half of the Southwest quarter (N½ S½ SW¼) of Section Twenty (20) Township 1 South, Range 10 East, containing 40 acres of land, be the same more or less, but subject to all legal highways.

Also the South half of the South half of the Southwest quarter (S½ S½ SW¼) of Section Twenty (20) Township 1 South, Range 10 East, containing 40 acres of land, be the same more or less, but subject to all legal highways.

LESS AND EXCEPT THE FOLLOWING

A tract of land located in and being a part of the Southwest (SW) Quarter (¼) of Section Twenty (20), T-1-S, R-10-E, Eagle Township, Hancock County, State of Ohio, being 46.38778 acres of land out of the lands of Karl L. Rieman and Teresa A. Rieman who claim title by deed of reference in Deed Volume 375, Page 493 of the

records of the Hancock County Recorder's Office and being more particularly described as follows:

Beginning at a railroad spike (found) at the Southwest corner of the aforesaid Section 20; thence South 85°00'03" East, with the division line between sections 20 and 29, a distance of 715.38 feet to a railroad spike (set) in said line for a corner and the True Place of Beginning of the lands herein described; thence leaving the said section line and across the lands of the Grantors herein and with the centerline of the Tiderishi Ditch and the meanderings thereof the following seventeen (17) Bearings and Distances:

- 1) North 50°01'37" East 17.96 feet;
- 2) North 28°39'36" East 45.31 feet;
- 3) North 49°09'54" East 135.15 feet;
- 4) North 26°47'18" East 157.39 feet;
- 5) North 53°23'20" East 70.50 feet;
- 6) North 35°21'29" East 136.49 feet;
- 7) North 45°08'17" East 92.28 feet;
- 8) North 33°34'27" East 112.31 feet;
- 9) North 26°34'49" East 166.99 feet;
- 10) North 18°41'19" East 342.40 feet;
- 11) North 70°14'26" East 124.79 feet;
- 12) North 74°08'47" East 59.13 feet;
- 13) South 75°43'12" East 61.16 feet;
- 14) North 71°55'02" East 55.15 feet;
- 15) North 26°22'53" East 31.78 feet;
- 16) North 17°21'48" East 47.30 feet;

17) North 20°12'01" East 48.99 feet to an iron pipe (set) in the North line of the lands of the Grantors herein and the South line of a tract of land belonging to Louis J. Heldman who claims title by deeds of record in Deed Volume 249, Page 374 and Deed Volume 247, Page 198 of the records of the Hancock County Recorder's Office; thence South 84°59'12" East, with the division line between said lands as occupied, a distance of 1053.24 feet to a rotted cedar post found for a corner, no other evidence of a corner having been found; thence South 4°50'34" West, with the east line of the lands of the Grantors herein and the west line of the lands of Emma E. Steinman who claims title by deed of record in Deed Volume 209, Page 288 both of the records of the Hancock County Recorder's Office, a distance of 1326.89 feet to a stone (found) for a corner at the Southeast corner of the Southwest Quarter of Section Twenty (20); thence North 85°00'03" West with the aforesaid section line between sections 20 and 29, a distance of 1931.93 feet to the place of beginning containing 46.38778 acres of land subject to the rights of all legal roads and easements of record.

PARCEL NO. 19-1001646
MAP NO. 1910-200-00-010
ADDRESS: COUNTY ROAD 26
PRIOR INSTRUCTION REF. VOL 375 Page 493
Parcel VII:

Situated in the Township of Union, County of Hancock and State of Ohio:

The West Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, containing Eighty (80) acres of land, more or less, subject to all legal highways, LESS and EXCEPT a parcel of land of Four (4) acres, more or less, located in the North part of said West Half of the Northwest Quarter of Section 26, said EXCEPTED parcel being more fully described as follows:

Beginning at an iron stake found marking the Northwest corner of the Northwest Quarter of Section 26; thence along the North line of said Northwest Quarter, also being the centerline of County Road Number 26, South $89^{\circ}25'02''$ East, a distance of 417.42 feet to a railroad spike set and passing a railroad spike found at 136.75 feet on the centerline of County Road Number 313; thence parallel with the West line of the Northwest Quarter of Section 26, South $00^{\circ}24'38''$ West, a distance of 417.42 feet to an iron stake set; thence parallel with the North line of said Northwest Quarter, North $89^{\circ}25'02''$ West, a distance of 417.42 feet to a railroad spike set on the West line of said Northwest Quarter and passing an iron stake set 20.00 feet East thereof; thence along said West line, also being the centerline of Township Road Number 56, North $00^{\circ}24'38''$ East, a distance of 417.42 feet to the point of beginning and passing a railroad spike 119.66 feet South thereof on the centerline of County Road Number 313, said tract containing 4.000 acres of land, more or less, subject however to all legal highways and prior easements of record.

containing after said EXCEPTION Seventy-six (76) acres of land, more or less, subject to all legal highways.

PARCEL NO. 44-116750
MAP NO. 1909-260-00-008
ADDRESS: COUNTY ROAD 26
PRIOR INSTRUCTION REF. VOL 413 Page 572

THE FULL UNDIVIDED OWNERSHIP OF PARCEL VIII AND PARCEL IX, AS MORE PARTICULARLY DESCRIBED BELOW:

Parcel VIII.

Situated in the Township of Union, County of Hancock and State of Ohio:

And being part of the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 16, Township 1 South, Range 9 East, a tract of land bounded and described as follow:

BEGINNING at a mag nail set on the east line of the SE1/4 of Section 16, described as lying, S00°00'00"W, a distance of 275.00 feet from a railroad spike found marking the northeast corner of said SE1/4; thence along the east line of said SE1/4, also being the centerline of State Route No. 235 (50' R/W), S00°00'00"W, a distance of 1853.40 feet to mag nail set marking the northeast corner of a 8.18 acre tract of land as described in Volume 370, Page 784 of the Hancock County Deed Records; thence along the north line of said 8.18 acre tract, N89°38'36"W, a distance of 625.00 feet to an iron pin set marking the northwest corner of said tract; thence along the west line of said 8.18 acre tract, S02°20'14"W, a distance of 560.32 feet to a mag nail set on the south line of said SE1/4; thence along the south line of said SE1/4, also being the centerline of Township Road No. 37 (40' R/W), N89°38'36"W, a distance of 684.96 feet to a nail found marking the southwest corner of the east half of said SE1/4; thence along the west line of the east half of said SE1/4, N00°00'41"W, a distance of 2679.95 feet to an iron pin set marking the northwest corner of the east half of said SE1/4, passing an iron pin found at 25.00 feet; thence along the north line of said SE1/4, N89°59'36"E, a distance of 991.33 feet to an iron pin set; thence parallel with the east line of said SE1/4, S00°00'00"W, a distance of 275.00 feet to an iron pin set; thence parallel with the north line of said SE1/4, N89°59'36"E, a distance of 341.99 feet to the Point of Beginning, passing an iron pin set 25.00 feet west thereof, containing 71.802 acres of land, more or less, of which 1.064 acres lie in the right-of-way of State Route No. 235 and 0.315 acres lie in the right-of-way of Township Road No. 37, subject however to all legal highways and prior easements of record.

Hancock county Official Records: OR 2306, Page 68

NOTE: The bearings used in this legal description are based upon an assumed meridian and are used only for the purpose of describing angular measurements. I.P. Set = 5/8" x 30" Rebar with Peterman Associates' Cap

A survey of this description was made by Nick E. High, P.S., Professional Surveyor No. 7384.

Parcel No. 440001026252

Map No. 190916000014000

Prior Deed Reference: Volume 2319, Page 2524

Address:

Parcel IX

Situated in the County of Hancock, in the State of Ohio, and in the Township of Union, and bounded and described as follows:

Being a part of the Northeast Quarter (1/4) of Section Twenty-seven (27), T1S, R9E, and also known as the South one-half of Lot No. 6 as platted in the Barber Subdivision (Plat Volume 8, Page 26) and comprising a tract of land more particularly described as follows:

Beginning at a point in the East line of said Section 27 and lying One Thousand Two Hundred Thirty-seven and 93/100 (1237.93) feet South of the intersection of said Section line with the centerline of old U.S. Highway Route No. 25, said point of beginning further described as lying One Hundred Ninety-eight (198) feet South of the Northeast corner of said Lot 6 in the Barber Subdivision; thence from the above described point of beginning and along the East line of said Section 27 and said Lot 6, and the centerline of Township Road No. 56, South, a distance of One Hundred Ninety-eight (198) feet to the Southeast corner of said Lot 6; thence with the South line of said Lot 6, N 89° 45' West, a distance of Two Hundred Twenty (220) feet to an iron stake and passing an iron stake at Twenty (20) feet; thence with the West line of said Lot 6, North, a distance of One Hundred Ninety-eight (198) feet to an iron stake; thence along the mid line of said Lot 6, South 89° 45' East, a distance of Two Hundred Twenty (220) feet to the point of beginning and containing 1.000 acres of land, more or less, subject however to all legal highways.

This description prepared from a survey by Glen A. Peterman, Registered Surveyor No. 2960.

Parcel No. 440000118630

Property Address: 16268 Township Road 56, Bluffton, OH 45817

Map No. 190927000032000

Prior Deed Reference: Volume 2337, Page 173

NEW SURVEY REQUIRED
NEXT NON-EXEMPT TRANSFER
HANCOCK CO. ENGINEER

Instrument 201200013609 DR Book Page 2433 215

EVQS to Parc# I, II, V

DESCRIPTION READS SAME
AS GRANTOR'S DEED
HANCOCK CO. ENGINEER
CANNOT GUARANTEE ACCURACY
AS to Parcel #
BY III, VI, VII, VIII, IX, X
+ XI

ex
hereby certify that the conveyance is in
compliance with section 319.202 of the
Revised Code

C.A. Reuschel
HANCOCK COUNTY AUDITOR *PLS*

Transferred 12-28-12

[Signature]

201200013609
Filed for Record in
HANCOCK COUNTY OHIO
NIKKI G BELTZ, RECORDER
12-28-2012 At 11:07 am.
WARR DEED 180.00
DR Book 2433 Page 215 - 235

OHIO WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS

THAT Karl L. Rieman, Trustee of the Karl L. Rieman Living Trust dated October 19, 2001, the Grantor, for one dollar (\$1.00) and other valuable consideration received to its full satisfaction of Kinder-Segen, LLC, an Ohio Limited Liability Company, the Grantee, whose mailing address is 16570 CR 56, Bluffton, Ohio 45817, Bluffton, Ohio 45817, does GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, its successors and assigns, the following described premises:

PARCEL I.

And known as and being an undivided one-half (1/2) interest in and to the following described real estate:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being part of the Northwest Quarter (1/4) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and containing 160 acres, more or less, described as the Northeast Quarter of Section 27, Union Township, LESS AND EXCEPT the following ~~trac~~ tracts:

Tract I:

Being a part of the Northeast Quarter (1/4) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at the Southeast corner of said Northeast Quarter of Section 27; thence with the East line of said Northeast Quarter, being also the centerline of Township Road No. 56, NORTH, a distance of 198 feet to a point; thence parallel to the South line of said Northeast Quarter, North 89° 20' West, a distance of 220.00 feet to an iron stake and passing an iron stake set at 20 feet; thence South, a distance of 198 feet to an iron stake set in the South line of said Northeast Quarter; thence with the South line of said Northeast Quarter of Section 27, South 89° 20' East, a distance of 200.00 feet to the point of beginning and passing an iron

OHIO WARRANTY DEED – PAGE 2

stake set at 200 feet, the above tract containing 1.000 acres of land.

Tract II:

Being a part of the Northeast Quarter (1/4) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, the following described tract of land:

Beginning at the intersection of the East line of said Northeast Quarter with the centerline of the Findlay-Lima Road (Old U.S. Route No. 25), and described as lying South, a distance of 119.56 feet from the Northeast corner of said Section 27; thence from the above described point of beginning and along the centerline of the Findlay-Lima Road, South 49° 46' West, a distance of 327.47 feet; thence at right angles, South 40° 14' East, a distance of 46.44 feet to an iron stake; thence parallel to the East line of said Northeast Quarter and 220 feet West therefrom, South, a distance of 1188.00 feet to an iron stake; thence South 89° 45' East, a distance of 220.00 feet to the East line of said Northeast Quarter; thence with said East line, North, a distance of 1435.93 feet to the point of beginning and containing 6.801 acres of land.

Tract III:

Five (5) acres located along the South line of old U.S. 25 (Findlay-Lima Road) and described as beginning at the intersection of the Center line of old U.S. 25 and the East line of said Section; thence with said centerline of said Road, South 49° 46' West a distance of 712.02 feet to the principal point of beginning of the said 5 acres exception; thence from said principal point of beginning and along the centerline of said Road South 49° 46' West a distance of 946.95 feet to point; thence at right angles to said centerline South 40° 14' East, a distance of 230 feet to an iron stake and passing an iron stake at 30 feet; thence parallel with said centerline, North 49° 46' East, a distance of 946.95 feet; thence North 40° 14' West a distance of 230 feet to the place of beginning, passing an iron stake set at 200 feet.

Tract IV:

Known as the West 17.37 acres off of the North Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and more particularly described as follows:

Commencing at the Northwest corner of the said North Half of said Northeast Quarter of Section aforesaid; thence East 563.39 feet to a corner; thence South 1343 feet; thence

OHIO WARRANTY DEED – PAGE 3

West 563.39 feet to a post; thence North 1343 feet to the place of beginning.

Tract V:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter (1/4) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at an iron stake found marking the Northeast corner of the Northeast Quarter of Section 27; thence along the East line of said Northeast Quarter, also being the centerline of Township Road No. 56, South 00° 40' 20" East, a distance of 119.66 feet to a railroad spike reset marking the intersection of said East line with the centerline of County Road No. 313; thence along said centerline South 49° 05' 10" West, a distance of 1149.95 feet to a nail set; thence parallel with said East line of the Northeast Quarter of Section 27, North 00° 40' 20" West, a distance of 872.84 feet to a nail set on the North line of said Northeast Quarter and passing iron stakes set at 46.44 feet and 852.84 feet; thence along said North line, also being the centerline of County Road No. 26, South 90° 00' 00" East, a distance of 877.85 feet to the point of beginning and containing 10.000 acres of land, more or less, subject however to all legal highways and prior easements of record.

Tract VI:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter (1/4) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Commencing at an iron pin found set marking the Northeast corner of Section 27; thence along the centerline of Township Road Number 56, south, a distance of 119.66 feet to a railroad spike found set on the intersection of Township Road Number 56 and County Road Number 313; thence along the centerline of County Road Number 313, South, 49° 46' West a distance of 327.47 feet to a railroad spike set, being the principal point of beginning of the tract of land to be herein described; thence continuing along said centerline, South 49° 46' West, a distance of 384.55 feet to a point, thence South 40° 14' East, a distance of 230.00 feet to a point, and passing an iron found set at 30.00 feet; thence South 49° 46' West, a distance of 189.39 feet to an

OHIO WARRANTY DEED – PAGE 4

iron found set; thence South 40° 14' East, a distance of 25.00 feet to an iron set; thence North 66° 11' 08" East, a distance of 331.69 feet to an iron set on the Southwest corner of Lot Number Three (3) of the Barber Subdivision; thence along the West line of Lots Numbers Two (2) and Three (3) of the Barber Subdivision, North, a distance of 396.00 feet to an iron found set; thence North 40° 14' West, a distance of 46.44 feet to the principal point of beginning, and passing an iron set at 30.00 feet Southeast thereof, and containing 2.365 acres of land, more or less, subject however to all legal highways and prior easements of record.

Tract VII:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Northeast Quarter (1/4) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Commencing at an iron found set marking the Northeast corner of Section 27; thence along the centerline of Township Road Number Fifty-six (56), South, a distance of 119.66 feet to a railroad spike found set on the intersection of Township Road Number 56 and County Road Number 313; thence along the centerline of County Road Number 313, South 49° 46' West, a distance of 1658.97 feet to a nail set, being the principal point of beginning of the tract of land to be herein conveyed; thence continuing along said centerline, South 49° 46' West, a distance of 95.00 feet to a nail set; thence along the centerline of ditch, South 9° 06' 45" West, a distance of 189.06 feet to a point; thence continuing along said centerline, South 2° 32' 14" East, a distance of 144.92 feet to a point; thence North 49° 46' East, a distance of 337.36 feet to an iron found set and passing an iron set at 34.00 feet; thence North 40° 14' West, a distance of 230.00 feet to the principal point of beginning, and passing an iron set at 30.00 feet Southeast thereof, and containing 1.178 acres of land, more or less, subject however to all legal highways.

Tract VIII

Situated in Union Township, County of Hancock, State of Ohio and being a part of the NE1/4 of Section 27, T1S, R9E, a tract of land bounded and described as follows:

Commencing at an iron pin found marking the northeast corner of said NE1/4; thence along the North line of said NE1/4, N 88°35'50"W, a distance of 1541.86 feet to a P.K. Nail set; thence S 00°43'50"W, a distance of 527.01 feet to

OHIO WARRANTY DEED – PAGE 5

a 5/8" rebar set and being the principal point of beginning of the tract to be herein conveyed.

Thence S 89°16'10"E, a distance of 469.96 feet to a 5/8" Rebar set;

Thence S 00°43'50"W, a distance of 516.55 feet to a P.K. nail set on the centerline of County Road No. 313, (60' R/W) and passing a 5/8" Rebar set 39.18 feet North thereof;

Thence along said centerline of County Road No. 313, S 50°42'19"W, a distance of 613.71 feet to a P.K. Nail set;

Thence N 00°43'50"E, a distance of 911.24 feet to the principal point of beginning and passing a 5/8" Rebar set 39.18 feet;

Said tract containing 7.702 acres of land, more or less, of which 0.423 acres lies in the right-of-way of County Road No. 313 and subject to any prior easements of record.

Tract IX

Situated in Union Township, County of Hancock, State of Ohio and being a part of the NE1/4 of Section 27, T1S, R9E, a tract of land bounded and described as follows:

Beginning at a mag nail found on the north line of the NE1/4 of Section 27 and described as lying N 88°35'50"W, a distance of 877.86 feet from an iron pin found marking the Northeast corner of said NE1/4; said point of beginning also marking the Northwest corner of a tract of land previously conveyed in Deed Volume 589, Page 761 of the Hancock County Deed Records;

Thence from the above described point of beginning and along the west line of said tract, S 00°43'50"W, a distance of 872.86 feet to a mag nail found on the centerline of County Road No. 313, (60' R/W) and passing a 5/8" rebar set 39.18 feet north thereof; said nail marking the southwest corner of said tract;

Thence along said centerline of County Road No. 313, S 50°42'19"W, a distance of 253.34 feet to a P.K. nail set;

Thence N 00°43'50"E, a distance of 516.55 feet to a 5/8" rebar set and passing a 5/8" Rebar set at 39.18 feet;

Thence N 89°16'10"W, a distance of 469.96 feet to a 5/8" Rebar set;

Thence N 00°43'50"E, a distance of 527.01 feet to a P.K.

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Nail set on said North line of the NE1/4 of Section 27 and passing a 5/8" Rebar set 20.00 feet south thereof;

Thence along said North line also being the centerline of County Road No. 26, (40' R/W), S 88°35'50"E, a distance of 664.00 feet to the point of beginning and containing 9.911 acres of land, more or less, of which 0.30 acres lies in the right-of-way of County Road No. 26 and 0.174 acres lies in the right-of-way of County Road No. 313 and subject to any prior easements of record.

Tract X.

Situated in Union Township, County of Hancock, State of Ohio and being a part of the NE ¼ of Section 27, T1S, R9E, a tract of land to be dedicated to Hancock County for Highway right of way, bounded and described as follows:

Beginning at a PK Nail found on the North Line of the NE ¼ of Section 27 and described as lying N 88° 35' 50" W, a distance of 1541.86 feet from an iron pin found marking the Northeast corner of said NE ¼, said point of beginning also marking the Northeast corner of the original 98.673 acre tract of land previously conveyed in Volume 2127, Page 86 of the Hancock County Official records from which the herein described tract is being dedicated;

Thence along the East line of said original 98.673 acre tract, S 00° 43' 50" W, a distance of 40.00 feet to a 5/8" Rebar set;

Thence parallel with the North line of said Northeast ¼ of Section 27, N 88° 35' 50" W, a distance of 300.00 feet to a 5/8" Rebar set;

Thence at a right angle, N 01° 24' 10" E, a distance of 40.00 feet to a mag nail set on the North line of said Northeast ¼, also being the centerline of County Road No. 26;

Thence along the North line of said Northeast ¼ and the centerline of County Road No. 26, S 88° 35' 50" E, a distance of 299.53 feet to the point of beginning and containing 0.275 acres of land, more or less and subject to any prior easements of record.

Note: All bearings called are based on Ohio Grid State Plane Coordinates, North Zone. All distances called are ground distances.

Note: All 5/8" Rebars called as set are 30" long with an orange plastic cap stamped "VHHA" 4561.

Containing after said exceptions 98.399 acres, more or less.

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Parcel No. 440001028651
Map No. 1909-270-00-001000

PARCEL II:

And known as and being an undivided one-half (1/2) interest in and to the following described real estate:

Situated in the Township of Union, County of Hancock and State of Ohio:

Tract I.

Known as the West 17.37 acres off of the North half of the Northeast Quarter (1/4) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, and more particularly described as follows:

Commencing at the Northwest corner of the said North half of said Northeast Quarter of Section aforesaid; thence East 563.39 feet to a corner; thence South 1343 feet; thence West 563.39 feet to a post; thence North 1343 feet to the place of beginning.

Tract II.

Also part of the Northwest Quarter (1/4) of Section Twenty-seven (27), Township One (1) South, Range Nine (9) East, containing 39 acres, and more particularly described as follows:

Known as all of that part of the Northeast Quarter (1/4) of the Northwest Quarter of Section 27, in Township 1 South, Range 9 East, lying and being South of the South line of the Nickel Plate Railroad and containing 39 acres, be the same more or less.

Parcel No. 440000117060
Map No. 1909-270-00-002

PARCEL III.

And known as and being an undivided one-half (1/2) interest in and to the following described real estate:

Situated in the Township of Union, County of Hancock and State of Ohio:

The West Half (1/2) of the Southeast Quarter (1/4) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, EXCEPT .20 acre out of the Northwest corner

OHIO WARRANTY DEED – PAGE 8

of said parcel, containing in all 79.80 acres.

LESS AND EXCEPT THE FOLLOWING FIVE TRACTS:

Tract I:

Being a part of the West Half (1/2) of the Southeast Quarter (1/4) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the South line of the Southeast Quarter of Section 26, and described as lying East, a distance of 295.00 feet from a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and along the South line of said Southwest Quarter, also the centerline of Township Road No. 25, East, a distance of 408.00 feet to a railroad spike; thence right angles, North, a distance of 558.00 feet to an iron stake; thence at right angles, West, a distance of 408.00 feet to an iron stake; thence South, a distance of 558.00 feet to the point of beginning and containing 5.226 acres of land, more or less.

Tract II:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half (1/2) of the Southeast Quarter (1/4) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the south line of the Southeast Quarter of Section 26 and described as lying 1141.15 feet East of a stone marking and being the southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line, North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, East, a distance of 179.45 feet to an iron pin set in the East line of the West half of the Southeast Quarter of said Section 26; thence South 00° 16' West, with the said East line of the West Half of the Southeast Quarter of Section 26, a distance of 558.01 feet to the Southeast corner of the West half of the Southeast Quarter of Section 26 and passing an iron pin set 20.00 feet North thereof; thence along the South line of the said Southeast Quarter, also the centerline of Township Road No. 25, West, a distance of 176.85 feet to the point of beginning and containing 2.282 acres of land more or less, subject,

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however, to all legal highways.

Tract III:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half (1/2) of the Southeast Quarter (1/4) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the South line of the Southeast Quarter of Section 26, and described as lying 703.00 feet East of a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, East, a distance of 260.00 feet to an iron stake; thence at right angles, South, a distance of 558.00 feet to a railroad spike set in the South line of said Southeast Quarter and passing an iron stake set 20.00 feet North thereof; thence along the South line of said Southeast Quarter, also the centerline of Township Road No. 25, West, a distance of 260.00 feet to the point of beginning and containing 3.331 acres of land, more or less.

Tract IV:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the West Half (1/2) of the Southeast Quarter (1/4) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a point in the South line of the Southeast Quarter of Section 26 and described as lying 1141.15 feet East of a stone marking and being the Southwest corner of the Southeast Quarter of said Section 26; thence from the above described point of beginning and at right angles to said South line, North, a distance of 558.00 feet to an iron stake and passing an iron stake at 20.00 feet; thence at right angles, West, a distance of 178.15 feet to an iron pin; thence South, a distance of 558.00 feet to the centerline of Township Road No. 25 and passing an iron pin set 20.00 feet North thereof; thence along the South line of the said Southeast Quarter, also the centerline of Township Road 25, East, a distance of 178.15 feet to the point of beginning and containing 2.282 acres of land.

OHIO WARRANTY DEED – PAGE 10

Tract V:

Known as lots No. 1 & 2 in Deerefield Place Subdivision,
Union township, Hancock County, Ohio.

The remaining above described tract is now known as Lot
No. Three (3) in the Deerefield Place Subdivision of Union
Township, Hancock County, Ohio.

Parcel No. 440001012358
Map No. 1909-260-00-013

THE GRANTOR INTENDS FOR PARCEL IV TO BE
OMITTED

PARCEL V:

And known as and being an undivided one-half (1/2) interest
in and to the following described real estate:

Situated in Union Township, Hancock County and State of
Ohio, to wit:

And known as the Southwest Quarter (1/4) of Section
Twenty-six (26), Township One (1) South, Range Nine (9)
East, containing 160 acres.

EXCEPT THE FOLLOWING THREE TRACTS:

Tract I:

Appropriated by the State of Ohio in Case No. 32590 and
being described as follows:

Beginning at a point on the Section line dividing Sections
Twenty-seven (27) and Twenty-six (26) said point being
409.16 feet North 01° 39' 19" East of the Southwest corner
of said Section 26 and 150.00 feet left of Station 262 plus
37.09 in said centerline of Survey; thence Northeasterly and
along a curve bearing left and having a radius of 12127.67
feet a distance of 931.10 feet to a point 150.00 feet left of
Station 271 plus 79.69 in said centerline of Survey; thence
North 47° 20' 00" East, a distance of 2340.79 feet to a point
in the North property line of R. Lehr Green, said point being
150.00 feet left of Station 295 plus 20.48 in said centerline
of Survey; thence South 87° 48' 30" East along said North
property line of R. Lehr Green, a distance of 294.17 feet to a
point in the intersection between the North and East
property line of R. Lehr Green, said point being 57.50 feet

OHIO WARRANTY DEED – PAGE 11

right of Station 297 plus 29.00 in said centerline of Survey; thence South $01^{\circ} 54' 31''$ West along the East property line of R. Lehr Green, a distance of 129.86 feet to a point 150.00 feet right of Station 296 plus 37.86 in said centerline of Survey; thence South $47^{\circ} 20' 00''$ West, a distance of 2458.17 feet to a point 150.00 feet right of Station 271 plus 79.69 in said centerline of Survey; thence Southwesterly and along a curve bearing right and having a radius of 12427.67 feet, a distance of 1203.09 feet to a point 150.00 feet right of Station 259 plus 91.12 in said centerline of Survey; thence North $01^{\circ} 39' 19''$ East along the Section line dividing said Section 27 and 26, a distance of 387.93 feet to the point of beginning, containing 24.14 acres, more or less.

Tract II:

Being a part of the Southwest Quarter (1/4) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at an iron stake in the East line of the Southwest Quarter of Section 26, and described as lying North $01^{\circ} 38' 45''$ East, a distance of 1644.45 feet from a stone marking the Southeast corner of the Southwest Quarter of Section 26; thence from the above described point of beginning and along the East line of said Southwest Quarter of Section 26, North $01^{\circ} 38' 45''$ East, a distance of 874.92 feet to an iron stake set in the southeasterly Limited Access Right-of-Way line of Interstate Highway Route No. 75; thence with said Limited Access Right-of-Way line, South $47^{\circ} 20'$ West, a distance of 1252.45 feet to an iron stake; thence South $88^{\circ} 21' 15''$ East, a distance of 896.15 feet to the point of beginning and containing 9.000 acres of land more or less.

ALSO, an easement for the purpose of ingress and egress over and across a strip of land situated in the Southwest Quarter of Section 26, Township 1 South, Range 9 East, Union Township, Hancock County, Ohio and described as follows to-wit:

Beginning at the southeast corner of the Southwest quarter of Section 26; thence with the East line of said Southwest quarter, North $01^{\circ} 38' 45''$ East, a distance of 1644.45 feet to an iron stake; thence North $88^{\circ} 21' 15''$ West, a distance of 25.00 feet to an iron stake; thence parallel to the east line of said Southwest Quarter, South $01^{\circ} 38' 45''$ West, a distance of 1644.49 feet to a point in the South line of said Southwest Quarter of Section 26; thence with said South line, being also the centerline of Township Road No. 25, South $88^{\circ} 25'$ East, a distance of 25.00 feet to the point of beginning.

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Tract III:

Situated in the Township of Union, County of Hancock and State of Ohio:

Being a part of the Southwest Quarter (1/4) of Section Twenty-six (26), together with a part of the Northwest Quarter of the Northwest Quarter (1/4) of Section Thirty-five (35), Township One (1) South, Range Nine (9) East, a tract of land bounded and described as follows:

Beginning at a railroad spike marking the Southwest corner of the Southwest Quarter of Section 26; thence along the section line common to Section 26 and Section 35, South $88^{\circ} 23' 11$ East, a distance of 76.65 feet to an iron stake; thence into Section 35, South $07^{\circ} 21' 25$ West a distance of 103.47 feet to an iron stake; thence North $76^{\circ} 19' 30$ East, a distance of 390.46 feet to an iron stake in the section line common to Section 26 and Section 35; thence along said section line, South $88^{\circ} 23' 11$ East a distance of 411.27 feet to a point; thence at right angles, North, $01^{\circ} 36' 49$ East, a distance of 773.15 feet to an iron stake in the southerly Limited Access Right-of-Way Line of Interstate Highway Route No. 75; said point also described as lying 150.00 feet right of station 271+15.76 in the centerline of survey of said Highway; thence southwesterly along said Limited Access Right-of-Way Line, along a curve to the right having a radius of 12,427.67 feet and a central angle of $05^{\circ} 14' 54$ a distance of 1138.38 feet to a point described as lying 150.00 feet right of station 259+91.12 in the centerline of survey of said highway and lying in the West line of the Southwest Quarter of Section 26; the chord of said curve bearing South $50^{\circ} 15' 20$ West, a distance of 1138.00 feet; thence with the West line of said Southwest Quarter of Section 26, South $01^{\circ} 39' 19$ West, a distance of 21.22 feet to the point of beginning and containing 8.066 acres of land, more or less, of which 7.633 acres lies in Section 26 and 0.433 acres lies in Section 35; said tract subject to all legal highways and prior easements.

Parcel No. 440001012353
Map. No. 1909-260-00-009

PARCEL V IS SUBJECT TO THE RIGHTS AND OBLIGATIONS OF THE LESSOR AND THE LESSEE UNDER THAT CERTAIN MEMORANDUM OF LEASE DATED JULY 1, 2001, BY AND BETWEEN KARL L. RIEMAN AND THERESA A. RIEMAN, AS LESSORS, AND UNISITE, INC., AS LESSEE, FILED FOR RECORD IN VOLUME 2115, PAGE 1842 OF THE OFFICIAL RECORDS OF HANCOCK COUNTY, OHIO. KARL L. RIEMAN AND THERESA A. RIEMAN ASSIGNED ALL OF THEIR RIGHT,

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TITLE AND INTEREST AS LESSOR IN THE ABOVE REFERRED TO LEASE TO THE THERESA A. RIEMAN TRUST UNDER DATE OF OCTOBR 19, 2001, BY AN ASSIGNMENT DATED OCTOBER 19, 2001 AND FILED FOR RECORD IN VOLUME 2405, PAGE 1084 OF THE OFFICIAL RECORDS OF HANCOCK COUNTY, OHIO.

PARCEL VI:

And known as and being an undivided one-half (1/2) interest in and to the following described real estate:

Situated in the Township of Eagle, County of Hancock and State of Ohio:

The North half of the South half of the Southwest quarter (N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty (20) Township 1 South, Range 10 East, containing 40 acres of land, be the same more or less, but subject to all legal highways.

Also, the South half of the South half of the Southwest quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty (20) Township 1 South, Range 10 East, containing 40 acres of land, be the same more or less, but subject to all legal highways.

LESS AND EXCEPT THE FOLLOWING:

A tract of land located in and being a part of the Southwest (SW) Quarter (1/4) of Section Twenty (20), T-1-S, R-10-E, Eagle Township, Hancock County, State of Ohio, being 46.38778 acres of land out of the lands of Karl L. Rieman and Teresa A. Rieman who claim title by deed of reference in Deed Volume 375, Page 493 of the records of Hancock County Recorder's Office and being more particularly described as follows:

Beginning at a railroad spike (found) at the Southwest corner of the aforesaid Section 20; thence South 85° 00' 03" East; with the division line between sections 20 and 29, a distance of 715.38 feet to a railroad spike (set) in said line for a corner and the True Place of Beginning of the lands herein described; thence leaving the said section line and across the lands of the Grantors herein and with the centerline of the Tiderishi Ditch and the meanderings thereof the following seventeen (17) Bearings and Distances:

- 1) North 50° 01' 37" East, 17.96 feet;
- 2) North 28° 39' 36" East, 45.31 feet;
- 3) North 49° 09' 54" East, 135.15 feet;
- 4) North 26° 47' 18" East, 157.39 feet;
- 5) North 53° 23' 20" East, 70.50 feet;
- 6) North 35° 21' 29" East, 136.49 feet;

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- 7) North 45° 08' 17" East, 92.28 feet;
- 8) North 33° 34' 27" East, 112.31 feet;
- 9) North 26° 34' 49" East, 166.99 feet;
- 10) North 18° 41' 19" East, 342.40 feet;
- 11) North 70° 14' 26" East, 124.79 feet;
- 12) North 74° 08' 47" East, 59.13 feet;
- 13) South 75° 43' 12" East, 61.16 feet;
- 14) North 71° 55' 02" East, 55.15 feet;
- 15) North 26° 22' 53" East, 31.78 feet;
- 16) North 17° 21' 48" East, 47.30 feet;

17) North 20° 12' 01" East, 48.99 feet to an iron pipe (set) in the North line of the lands of the Grantors herein and the South line of a tract of land belonging to Louis J. Heldman who claims title by deeds of record in Deed Volume 249, Page 374 and Deed Volume 247, Page 198 of the records of the Hancock County Recorder's Office; thence South 84° 59' 12" East, with the division line between said lands as occupied, a distance of 1053.24 feet to a rotted cedar post found for a corner, no other evidence of a corner having been found; thence South 4° 50' 34" West, with the east line of the lands of the Grantors herein and the west line of the lands of Emma E. Steinman who claims title by deed of record in Deed Volume 209, Page 288 both of the records of the Hancock County Recorder's Office, a distance of 1326.89 feet to a stone (found) for a corner at the Southeast corner of the Southwest Quarter of Section Twenty (20); thence North 85° 00' 03" West with the aforesaid section line between sections 20 and 29, a distance of 1931.93 feet to the place of beginning containing 46.38778 acres of land subject to the rights of all legal highways and easements of record.

Parcel No. 190001001646
Map No. 1910-200-00-010

PARCEL VII:

And known as and being an undivided one-half (1/2) interest in and to the following described real estate:

Situated in the Township of Union, County of Hancock and State of Ohio:

The West Half (1/2) of the Northwest Quarter (1/4) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, containing Eighty (80) acres of land, more or less, subject to all legal highways, LESS and EXCEPT a parcel of land of Four (4) acres, more or less, located in the North part of said West Half of the Northwest Quarter of Section 26, said EXCEPTED parcel being more fully described as follows:

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Beginning at an iron stake found marking the Northwest corner of the Northwest Quarter of Section 26; thence along the North line of said Northwest Quarter, also being the centerline of County Road Number 26, South 89° 25' 02" East, a distance of 417.42 feet to a railroad spike set and passing a railroad spike found at 136.75 feet on the centerline of County Road Number 313; thence parallel with the West line of the Northwest Quarter of Section 26, South 00° 24' 38" West, a distance of 417.42 feet to an iron stake set; thence parallel with the North line of said Northwest quarter, North 89° 25' 02" West, a distance of 417.42 feet to a railroad spike set on the West line of said Northwest quarter and passing an iron stake set 20.00 feet East thereof; thence along said West line, also being the centerline of Township Road Number 56, North 00° 24' 38" East, a distance of 417.42 feet to the point of beginning and passing a railroad spike 119.66 feet South thereof on the centerline of County Road Number 313, said tract containing 4.000 acres of land, more or less, subject however to all legal highways and prior easements of record.

Containing after said EXCEPTION Seventy-six (76) acres of land, more or less, subject to all legal highways

Parcel No. 440000116750
Map No. 1909-260-00-008

THE FULL UNDIVIDED OWNERSHIP OF PARCELS VIII AND IX AS MORE PARTICULARLY DESCRIBED BELOW:

PARCEL VIII.

Situated in the Township of Union, County of Hancock and State of Ohio:

And being part of the E ½ of the SE ¼ of Section 16, Township 1 South, Range 9 East, a tract of land bounded and described as follows:

Beginning at a mag nail set on the east line of the SE ¼ of Section 16, described as lying S 00° 00' 00" W, a distance of 275.00 feet from a railroad spike found marking the Northeast corner of said SE ¼; thence along the East line of the SE ¼, also being the centerline of State Route No. 235 (50' R/W), S 00° 00' 00" W, a distance of 1853.40 feet to mag nail set marking the northeast corner of a 8.18 acre tract of land as described in Volume 370, Page 784 of the Hancock County Deed Records; thence along the North line of said 8.18 acre tract, N 89° 38' 36" W, a distance of 625.00 feet to an iron pin set marking the northwest corner of said tract; thence along the west line of said 8.18 acre tract, S

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02° 20' 14" W, a distance of 560.32 feet to a mag nail set on the south line of said SE ¼; thence along the south line of said SE ¼, also being the centerline of Township Road No. 37 (40' R/W), N 89° 38' 36" W, a distance of 684.96 feet to a nail found marking the southwest corner of the east half of said SE ¼; thence along the west line of the east half of said SE ¼., N 00° 00' 41" W, a distance of 2679.95 feet to an iron pin set marking the northwest corner of the east half of said SE ¼, passing an iron pin found at 25.00 feet; thence along the north line of said SE ¼, N 89° 59' 36" E, a distance of 991.33 feet to an iron pin set; thence parallel with the east line of said SE ¼, S 00° 00' 00" W, a distance of 275.00 feet to an iron pin set; thence parallel with the north line of said SE ¼, N 89° 59' 36" E, a distance of 341.99 feet to the point of beginning, passing an iron pin set 25.00 feet west thereof, containing 71.802 acres of land, more or less, of which 1.064 acres lie in the right of way of State Route No. 235 and 0.315 acres lie in the right of way of Township Road No. 37, subject however to all legal highways and prior easements of record.

Parcel No. 440001026282
Map No. 190916000014000

PARCEL IX.

Situated in the County of Hancock, in the State of Ohio, and in the Township of Union, and bounded and described as follows:

Being a part of the Northeast Quarter (1/4) of Section Twenty-seven (27), T1S, R9E, and also known as the South one-half of Lot No. 6 as platted in the Barber Subdivision (Plat Volume 8, Page 26) and comprising a tract of land more particularly described as follows:

Beginning at a point in the East line of said Section 27 and lying One Thousand Two Hundred Thirty-seven and 93/100 (1237.93) feet South of the intersection of said Section line with the centerline of old U.S. Highway Route No. 25, said point of beginning further described as lying One Hundred Ninety-eight (198) feet South of the Northeast corner of said Lot 6 in the Barber Subdivision; thence from the above described point of beginning and along the East line of said Section 27 and said Lot 6, and the centerline of Township Road No. 56, South, a distance of One Hundred Ninety-eight (198) feet to the Southeast corner of said Lot 6; thence with the South line of said Lot 6, N 89° 45' West, a distance of Two Hundred Twenty (220) feet to an iron stake and passing an iron stake at Twenty (20) feet; thence with the West line of said Lot 6, North, a distance of One Hundred Ninety-eight (198) feet to an iron stake; thence along the mid.

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line of said Lot 6, South 89° 45' East, a distance of Two Hundred Twenty (220) feet to the point of beginning and containing 1.000 acres of land, more or less, subject however to all legal highways.

Parcel No. 440000118630
Map No. 190927000032000

AN UNDIVIDED ONE-HALF INTEREST IN PARCEL X AND PARCEL XI AS MORE PARTICULARLY DESCRIBED BELOW:

PARCEL X.

Situated in the Township of Union, County of Hancock, State of Ohio, and being a part of the E ½ of the NW ¼ and part of the W ½ of the NE ¼ of Section 26, T1S, R9E, a tract of land bounded and described as follows:

Beginning at a railroad spike found marking the northeast corner of the W ½ of the NE ¼ of Section 26;

Thence along the East line of the W ½ of said NE ¼, S 00° 14' 15" E, a distance of 1112.32 feet to the northwesterly limited access right of way line of Interstate No. 75, referenced by an iron pin found 1.39 feet north thereof;

Thence along said northwesterly limited access right of way line, S 45° 28' 51" W, a distance of 2247.88 feet to an iron pin set on the south line of the NW ¼ of Section 26;

Thence along the south line of said NW ¼, S 89° 44' 17" W, a distance of 1039.46 feet to a wood post found marking the southwest corner of the E ½ of said NW ¼;

Thence along the West line of the E ½ of said NW ¼, N 00° 09' 28" W, a distance of 2293.26 feet to an iron pin found marking the Southwest corner of a 4.00 acre tract of land as described in Volume 1870, Page 198 of the Hancock County Deed Records;

Thence along the south line of said 4.00 acre tract, N 89° 50' 19" E, a distance of 448.12 feet to an iron pin found marking the southeast corner of said tract;

Thence along the east line of said 4.00 acre tract, N 00° 09' 28" W, a distance of 388.82 feet to a railroad spike found on the north line of said NW ¼;

Thence along the north line of said NW ¼, also being the centerline of County Road No. 26 (40' R/W), N 89° 50' 19" E, a distance of 25.88 feet to a mag nail set marking the

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northwest corner of a 1.24 acre tract of land as described in Volume 988, Page 315 of the Hancock County Deed Records;

Thence along the west line of said 1.24 acre tract, S 00° 09' 41" East, a distance of 270.00 feet to an iron pin set marking the southwest corner of said tract;

Thence along the south line of said 1.24 acre tract, N 89° 50' 19" E, a distance of 200.00 feet to an iron pin set marking the southeast corner of said tract;

Thence along the east line of said 1.24 acre tract, N 00° 09' 41" W, a distance of 270.00 feet to a mag nail set on the north line of said NW ¼;

Thence along the north line of said NW ¼, also being the centerline of County Road No. 26 (40' R/W), N 89° 50' 19" E, a distance of 507.14 feet to a railroad spike found marking the northwest corner of a 1.500 acre tract of land as described in Volume 524, Page 992 of the Hancock County Deed Records;

Thence along the west line of said 1.500 acre tract, S 00° 28' 24" E, a distance of 275.90 feet (275.11 feet per deed) to the southwest corner of said 1.500 acre tract, also being the centerline of an open ditch, passing an iron pin found 17.00 feet north thereof;

Thence along the south line of said 1.500 acre tract, also being the centerline of an open ditch, N 68° 58' 32" E, a distance of 31.65 feet.

thence along the south line of said 1.500 acre tract, also being the centerline of an open ditch, S83°56'22"E, a distance of 54.55 feet;

thence along the south line of said 1.500 acre tract, also being the centerline of an open ditch, S50°24' 13"E, a distance of 171.85 feet;

thence along the south line of said 1.500 acre tract, also being the centerline of an open ditch, S70°39'00"E, a distance of 131.79 feet to the southeast corner of said 1.500 acre tract;

thence along the east line of said 1.500 acre tract and along the east line of a 1.150 acre tract of land as described in Volume 437, Page 407 of the Hancock County Deed Records, N00°19'08"W, a distance of 425.00 feet to a railroad spike found on the north line of said NE¼, passing an iron pin found at 20.00 feet;

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thence along the north line of said NE1/4, also being the centerline of County Road No. 26 (40' R/W), N89°40'52"E, a distance of 797.65 feet to a mag nail found marking a northwest corner of a 6.189 acre tract of land as described in OR 2299, Page 1301 of the Hancock County Official Records;

thence along a northwesterly line of said 6.189 acre tract, S23°39'44"W, a distance of 209.17 feet to an iron pin set;

thence along a northeasterly line of said 6.189 acre tract, N66°20'16"W, a distance of 83.59 feet to an iron pin set marking a northwesterly corner of said 6.189 acre tract;

thence along a northwesterly line of said 6.189 acre tract; S23°39'44"W, a distance of 640.60 feet to an iron pin found marking a southwesterly corner of said 6.189 acre tract;

thence along a southerly line of said 6.189 acre tract, S66°20'16"E, a distance of 400.00 feet to an iron pin found marking a southeasterly corner of said 6.189 acre tract;

thence along a southeasterly line of said 6.189 acre tract; N23°39'44"E, a distance of 640.60 feet to an iron pin set marking a northeasterly corner of said 6.189 acre tract;

thence along a northeasterly line of said 6.189 acre tract, N66°20'16"W, a distance of 256.41 feet to an iron pin set;

thence along a southeasterly line of said 6.189 acre tract, N23°39'44"E, a distance of 235.86 feet to a mag nail found on the north line of said NE1/4;

thence along the north line of said NE1/4, also being the centerline of County Road No. 26 (40' R/W), N89°40'52"E, a distance of 260.09 feet to the Point of BEGINNING, and containing 119.830 acres of land, more or less, of which 44.828 acres lie in said NE1/4, 0.486 acres lie in the right of way of County Road No. 26 in said NE1/4, 74.270 acres lie in said NW1/4, 0.246 acres lie in the right of way of County Road No. 26 in said NW1/4, subject however to all legal highways and prior easements of record.

Parcel No. 440001028638

Map No. 1909-260-00-002

Prior Deed Reference: Volume 2387, Page 2455

PARCEL XI.

Situated in the Township of Union, County of Hancock, State of Ohio, and being a part of the W1/2 of the NE1/4 of Section 26, T1S, R9E, a tract of land bounded and described as follows:

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BEGINNING at an iron pin set marking the intersection of the east line of the W1/2 of the NE1/4 of Section 26 with the southeasterly limited access right of way line of Interstate No. 75, described as lying, S00°14'15"E, a distance of 1531.36 feet from a railroad spike found marking the northeast corner of the W 1/2 of said NE 1/4;

thence along the east line of the W1/2 of said NE1/4, S00° 14' 15"E, a distance of 1149.71 feet to the southeast corner of the W1/2 of said NE1/4, referenced by an iron pin found south 0.58 feet;

thence along the south line of said NE1/4, S89°44'17"W, a distance of 1179.42 feet to an iron pin set on the southeasterly limited access right of way line of Interstate No. 75;

thence along the southeasterly limited access right of way line of Interstate No. 75, N45°28'51"E, a distance of 1647.43 feet to the Point of BEGINNING, and containing 15.565 acres of land, more or less, subject however to all prior easements of record.

Parcel No. 440001028637
Map No. 1909-26—00-002.002
Deed Reference: Volume 2387, Page 2455

be the same more or less, but subject to all legal highways.

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever.

And Karl L. Rieman, Trustee of the Karl L. Rieman Living Trust dated October 19, 2001, the said Grantor, does for itself and its successors and assigns, covenant with the said Grantee, its successors and assigns, that at and until the ensealing of these presents, it is well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and has 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 real estate taxes and installments of assessments, if any, for the year 2012 and thereafter, and except restrictions, easements and conditions of record and zoning ordinances and/or regulations, if any, and that they will WARRANT and DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever, except as noted above.

Executed this 26 day of December, 2012.

Karl L. Rieman
Karl L. Rieman, Trustee of the Karl L.
Rieman Living Trust dated October 19,
2001

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STATE OF OHIO,)
) ss:
HANCOCK COUNTY,)

Before me, a Notary Public in and for said County and State, personally appeared the above named Karl L. Rieman, Trustee of the Karl L. Rieman Living Trust dated October 19, 2001, who acknowledged that he did sign the foregoing instrument and that the same is his free act personally and as such Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Findlay, Ohio, this 26 day of December A.D. 2012.

David P. Kuenzli
Notary Public

THIS INSTRUMENT PREPARED BY
DRAKE, PHILLIPS, KUENZLI & CLARK
ATTORNEYS, FINDLAY, OHIO – DPK-R/MS/4
Rieman, Karl Trust to Kinder-Segen Deed



David P. Kuenzli
Attorney at Law
No Expiration Date

3952

DECLARATION AND RESTRICTIONS AND CONDITIONS AFFECTING
DEERFIELD PLACE SUBDIVISION IN THE
TOWNSHIP OF UNION, COUNTY OF HANCOCK, STATE OF OHIO

In the Matter of Restrictions and Conditions affecting
Lots One (1), Two (2) and Three (3) in the Deerefield Place
Subdivision, which Subdivision is located in the Southeast Quarter
(1/4) of Section Twenty-six (26), Township One (1) South, Range
Nine (9) East, Union Township, Hancock County, Ohio.

WHEREAS, the undersigned are the record owners, in fee
simple, of the above described Lots in Deerefield Place
Subdivision, in Union Township, Hancock County, Ohio, and

WHEREAS, it is desirable that reasonable Restrictions
upon the manner of the use, improvement and enjoyment of Lots
Number One and Two by all of the undersigned owners, or their
vendees, grantees, devisees, tenants or occupants, who shall
hereafter become purchasers, owners, tenants or occupants thereof,
be imposed upon said premises, and,

WHEREAS, the undersigned desire and intend the
development of said Lots One and Two in the Deerefield Place
Subdivision, as a desirable residential district, architectural,
harmonious and artistic, and

WHEREAS, the undersigned desire and intend at this time
that Lot Number Three shall not be subject to the within
Restrictions. In the event the undersigned in the future desire to
develop a part of or all of Lot Number Three as a residential
district, then the undersigned desires the option to subject any
part of or all of Lot Number Three to these Restrictions.

NOW, THEREFORE, for and in consideration of the premises
and for the mutual benefit and protection of said undersigned
owners of said Lot Number One and Lot Number Two, and of each and
every person or persons who shall become the owners of any interest
in and to Lots Number One and Two, or any part of said Lots Number
One and Two, the following Restrictions are hereby imposed upon the
ownership, use, improvement and enjoyment of any interest in and to
Lots Number One and Two, and shall be binding upon all of the
owners of any interest in and to the above described Lots Number
One and Two, their grantees, heirs, executors, administrators,

DECLARATION AND RESTRICTIONS AND CONDITIONS AFFECTING DEEREFIELD PLACE SUBDIVISION IN THE TOWNSHIP OF UNION, COUNTY OF HANCOCK, STATE OF OHIO - PAGE 2

successors and assigns, in the following manner, to wit:

ITEM 1. Lots Number One and Two shall be used for residential purposes only and shall be known and described as residential Lots and no structures shall be placed or be permitted to remain on any of said Lots, other than a single family dwelling not to exceed two (2) stories in height, a private garage for not more than three (3) cars, and other miscellaneous outbuildings. However, a recreational pond constructed on a part or all of a Lot shall be of permitted use under these Restrictions.

ITEM 2. The body of said dwelling or private garage shall not be erected nearer than Fifty (50) feet to the front lot line of Lot One. All measurements for locating buildings away from the front lot line of Lot Number One shall be taken from the South lot line of Lot Number One. No building shall be nearer than twenty (20) feet to the lot line on the side of said Lot.

ITEM 3. No trade or business activity shall be conducted, permitted, or carried on upon any Lot or in any residence located on any of said Lots, nor shall any livestock, other than household pets, be kept or anything be done thereon which may be or might become a nuisance to any Lot owners or residents. No advertising sign, billboard or other advertising device shall be erected, placed or suffered to remain upon said Lots, excepting as set forth in Item 8 below, nor shall the premises be used in any way or for any purpose which may endanger the health of, or unreasonably disturb the quiet of any holder of any adjoining or adjacent Lot.

No garbage container or trash container shall be placed in front of or along side of any house or garage erected on any of said Lots.

No boat, house trailer, or trailer of any sort shall be parked on any of said Lots for more than ten (10) days in any sixty (60) day period, regardless of whether or not the Lot is vacant or a building has been erected thereon.

DECLARATION AND RESTRICTIONS AND CONDITIONS AFFECTING DEERFIELD PLACE SUBDIVISION IN THE TOWNSHIP OF UNION, COUNTY OF HANCOCK, STATE OF OHIO - PAGE 3

No truck in excess of four (4) tons shall be parked upon or adjacent to these parcels unless said truck is being used in construction on the parcel or moving household possessions.

ITEM 4. No fence in excess of 6 1/2 feet in height shall be erected on said Lots. No chain link fence shall be erected and no privacy fence shall be erected between the house and a public roadway.

ITEM 5. The construction of any dwelling on any of said Lots must be fully completed within a reasonable length of time from the starting date, with the maximum time allowable being one (1) year.

ITEM 6. The ground floor area of the main structure of a single floor dwelling erected on any of said Lots, exclusive of one story open porches and garage, shall be not less than 1,700 square feet. Dwellings with two or more floors, such as two-story houses, tri-level or bi-level houses, shall have a combined living floor space of at least 1,900 square feet, obtained by adding the living floor area of the different levels.

ITEM 7. No trailer, basement, tent, shack, garage, barn or other similar outbuilding or structure erected shall at any time be used as a residence, temporarily or permanently, nor shall any other structure of a temporary nature be used as a residence.

ITEM 8. No signs of any nature or kind shall be erected, posted or otherwise displayed on or about any Lot, except during construction, and except that a realtor's sale sign may be placed thereon in the process of selling the premises.

ITEM 9. No farm drainage tile transversing any parcel shall be tied into, cut or otherwise disturbed, unless the farm drainage tile is repaired and/or replaced in such a manner as to not impede the flow of water.

THESE RESTRICTIONS SHALL NOT BE APPLICABLE TO LOT NUMBER THREE. PROVIDED, HOWEVER, IN THE EVENT THE UNDERSIGNED ELECTS TO DEVELOP AS A RESIDENTIAL DISTRICT A PART OR ALL OF LOT NUMBER THREE

DECLARATION AND RESTRICTIONS AND CONDITIONS AFFECTING DEEREFIELD PLACE SUBDIVISION IN THE TOWNSHIP OF UNION, COUNTY OF HANCOCK, STATE OF OHIO - PAGE 4

IN THE DEEREFIELD PLACE SUBDIVISION, THEN THE ABOVE RESTRICTIONS MAY BE APPLICABLE TO LOT NUMBER THREE OR ANY PART THEREOF BY THE UNDERSIGNED FILING WITH THE RECORDER OF HANCOCK COUNTY, OHIO, A WRITTEN INSTRUMENT EXPRESSING THEIR INTENT THAT THESE RESTRICTIONS SHALL BE SO APPLICABLE.

The hereinabove enumerated Restrictions, rights, reservations, limitations, Covenants and conditions, being Items 1 through 9, shall be deemed as Covenants and not as conditions, and shall run with the land so covered and shall bind all the grantees, their heirs, devisees, successors and assigns, who may hereafter purchase Lots Number One or Two in the Deerefield Place Subdivision from any or all of the undersigned owners for a period of thirty (30) years from the date of the execution hereof, at which time the said Covenants shall automatically be extended for a successive period of ten (10) years unless by a majority of the owners of the Lots affected hereby agree to change or abandon all or any part of said Covenants.

Invalidation of any of the Covenants contained herein or in any other manner shall in no way affect any of the other Covenants contained herein which shall remain in full force and effect.

If the parties hereto, or any of them or their grantees, heirs, successors or assigns, shall violate or attempt to violate any of the Covenants or Restrictions contained herein while said Covenants or Restrictions are in full force and effect, it shall be lawful for any person or persons, corporation or other legal entity owning any interest in any of the premises hereinabove described, to prosecute any proceedings at law or action against the person or persons, corporation or other legal entity so violating or attempting to violate any such Covenants or Restrictions and to prevent him, them or it from so doing or to recover damages for such violation.

So long as Karl L. Rieman and Teresa Rieman, or either

DECLARATION AND RESTRICTIONS AND CONDITIONS AFFECTING DEERFIELD PLACE SUBDIVISION IN THE TOWNSHIP OF UNION, COUNTY OF HANCOCK, STATE OF OHIO - PAGE 5

one of them is the owner of any one of Lots Number One, Two or Three, they (he or she) reserve the right to waive, change or cancel any or all of the above provisions contained herein as to all of the Lots, if in their judgment the development, or lack of development, warrants a change or changes, or if, in their judgment, the ends and purposes of this Declaration would be better served.

These Restrictions may be amended, added to, repealed or superseded by the affirmative vote of three-fourths (3/4) of the owners of Lots.

IN WITNESS WHEREOF, Karl L. Rieman and Teresa Rieman have hereunto set their hand at Findlay, Ohio, this 19 day of May, 1995.

Signed in the Presence of:

David P. Kuenzli
DAVID P. KUENZLI
Julia H. Storer
Julia H. Storer

Karl L. Rieman
Karl L. Rieman
Teresa Rieman
Teresa Rieman

STATE OF OHIO)
HANCOCK COUNTY,) ss:

Before me, a Notary Public in and for said County and State, personally appeared the above named Karl L. Rieman and Teresa Rieman, 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 Findlay, Ohio, this 19 day of May, 1995.



David P. Kuenzli
Notary Public

THIS INSTRUMENT PREPARED BY
DRAKE, PHILLIPS, KUENZLI & CLARK,
ATTORNEYS, FINDLAY, OHIO DPK-RE11ms/4
rieman.res

FILED AND RECORDED
May 18 1995
AT 2:57 O'CLOCK P M
IN VOL 1159 PAGE 257
ANITA M. MUSGRAVE
RECORDER HANCOCK CO., OHIO
FEE \$ 36.00 PAID
RM