

ANTENNA SITE LEASE AGREEMENT

THIS ANTENNA LEASE AGREEMENT ("Lease") is made and entered into as of the 29th day of September 2016, by and between Legacy Farmers Cooperative, an Ohio Corporation, of City of Findlay, County of Hancock, and State of Ohio ("Landlord"), and MetaLINK Technologies, Inc., an Ohio Corporation, of City of Defiance, County of Defiance, and State of Ohio ("Tenant"). (Landlord and Tenant collectively referred to as the "Parties" and each as a "Party").

Whereas, this Lease supersedes any Lease between Landlord and Tenant; and

Whereas, Tenant seeks to install the Communications Facility (as defined below) on Landlord's Premises (as defined below);

Now, therefore, in consideration of the promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PREMISES

Landlord leases to Tenant, and Tenant leases from Landlord, space ("Premises") on the roof or top of a building, tower or other structure ("Structure") owned or subleased by Landlord located at the following locations ("Property"):

- 135 Union Street, McClure, Ohio

Landlord also grants to Tenant the Access Easement and Utility Easement described in Section 5 of the Lease.

2. USE

The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, and removing the following equipment:

- 1.1. Any and all antennas, dishes and/or grids as Tenant may deem appropriate.
- 1.2. Transmission lines and mounting and grounding hardware.
- 1.3. A cabinet or vault to house portions of Tenant's communication equipment consisting of base stations, wireless communication equipment, switches, power supplies, and accessories.

For the purposes of the Lease, all of Tenant's above-described equipment antennas, dishes, lines, switches, power supplies, accessories, and necessary appurtenances will be referred to herein collectively as the "Communications Facility".

The Communications Facility may be installed by Tenant or by any of Tenant's agents or contractors. Tenant may run transmission lines between Tenant's equipment and Tenant's antennas, dishes and grids. Tenant has the right to make alterations to the Communications Facility from time to time as Tenant determines to be necessary or desirable.

Should Tenant wish to install any part of the Communications Facility on the leg of the catwalks then prior approval must be obtained in writing from Landlord.

Tenant agrees that the operation of the above mentioned equipment will in no way interfere with the Landlord's daily operations and existing equipment including all electronic communication.

3. TERM

The primary term ("Primary Term") of this Lease will be for five (5) years commencing on January 1, 2017, unless sooner terminated as provided herein. The term of this Lease shall automatically extend for additional periods of five (5) years each (each an "Extended Term"), unless terminated by Landlord giving Tenant at least twelve (12) months prior written notice of Landlord's intent to terminate this Lease upon the expiration of the Primary Term or current Extended Term. Tenant may terminate this Lease at any time and for any reason upon ninety (90) days prior written notice to Landlord. Landlord grants Tenant sixty (60) days after termination of this Lease in which to remove the Communications Facility.

4. RENT

In consideration for the Lease of the Premise and upon Tenant locating their equipment on Premise, the Tenant shall pay the Landlord a quarterly rent in the amount of \$150 per location paid quarterly beginning on the commencement date that Tenant's equipment is operational at the location and due and payable on the same date each year thereafter.

Also, in consideration for the Lease of the Premise and upon Tenant locating their equipment on Premise, Tenant agrees to provide Landlord with Internet access with the specified speed at the following locations:

- Office – 135 Union Street, McClure, Ohio (Download Rate 5 Mbps, Upload Rate 1 Mbps)

Tenant will provide installation and equipment due to equipment failure other than those attributed to acts of God, at the premise listed above required to connect to the Internet should they elect to receive the wireless Internet service. In lieu of wireless Internet access, Landlord may at any time exercise their one-time option to switch from a payment via Internet access for each of the premise listed above to a monthly payment of \$49.95 by providing notice as specified in section 7. For clarification, the total monthly payment will be the number of premise which Landlord elects to not receive payment via wireless Internet access multiplied by \$49.95. Landlord agrees to enter a standard service agreement with Tenant for the Internet service even though there will be no charge.

Finally, in consideration each December 1 a revenue sharing component will be formulated for the upcoming year. The total number of paying customers receiving service at the Premises in excess of 60 multiplied at a rate of \$2.00 will establish the monthly revenue sharing component due from Tenant to Landlord. For example, if on December 1, 2016 the number of paying customers on the Premises is 80 then the monthly amount for the calendar year 2017 would be the \$40.00 which is the 20 additional accounts multiplied by the \$2.00.

5. ACCESS AND UTILITIES

Landlord grants to Tenant, for use by Tenant, its employees, agents, and contractors, an easement and license on a twenty-four (24) hour daily basis, for (i) ingress and egress to and from the Premises and the Communications Facility (the "Access Easement"), and (ii) the installation, operation and maintenance of necessary utilities for the Premises and the Communications Facility (the "Utility Easement"). Landlord will pay all charges for electricity used or consumed by Tenant on the Premises. Tenant may install or improve existing utilities servicing the Communications Facility and may install an electrical grounding system or improve any existing electrical grounding system to provide the greatest possible protection from lightning damage to the Communications Facility.

6. INSTALLATION

Tenant shall install the Communications Facility on the Premises at its sole expense and in accordance with all applicable federal, state and local laws, rules and regulations. Tenant will attempt to install the Communications Facility on the Premises as soon as feasible.

7. NOTICE

All notices or demands are deemed to have been given or made when delivered in person or mailed by certified, registered, or express mail, return receipt requested, postage prepaid, United States mail, and addressed to the applicable Party as follows:

Landlord:	President Legacy Farmers Cooperative 6566 County Road 236 Findlay, OH 45840
Tenant:	President MetaLINK Technologies, Inc. 417 Wayne Avenue, Suite 101 Defiance, OH 43512

A Party may change its address to which any notice or demand may be given by written notice thereof to the other Parties.

8. LIABILITY AND INDEMNITY

Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising from any breach of this Lease by Tenant, or any negligent act, negligent omission or intentional tort of Tenant or Tenant's agents, employees, contractors, invitees or licensees occurring during the term of this Lease in or about the Premises. Landlord agrees to indemnify and save Tenant harmless from all claims (including costs or expenses of defending against such claims) arising from any breach of this Lease by Landlord, or any negligent act, negligent omission or intentional tort of Landlord or Landlord's agents, employees, contractors, invitees or licensees. The provisions of this Section 8 will survive the termination of the Lease.

Should the Communications Facility cause damage to Landlord's property, Tenant shall be responsible for repairing or replacing the damaged property. Should Landlord cause damage to the Communications Facility, Landlord shall be responsible for repairing or replacing the damaged property.

9. ASSIGNMENT AND SUBLETTING BY TENANT

Tenant may, with Landlord's consent, assign or sublet any or all of Tenant's interest in this Lease or any part thereof, and/or any or all of Tenant's right, title, and interest in and to any or all of the Communications Facility, to any party controlling, controlled by or in common control with Tenant or any party acquiring substantially all of the assets or ownership interests of Tenant. No other assignment or transfer is effective without the prior written consent of the Parties.

10. TITLE

Landlord represents and warrants that Landlord has good and marketable title to the Structure and the Property. Landlord shall warrant and defend the same against the claims and demands of all persons and entities. Landlord represents and warrants that Landlord is not required to obtain any consent under any ground lease, mortgage, deed of trust or other instrument encumbering the Property in order for Tenant to construct, operate, maintain or access the Communications Facility. Landlord represents and warrants that Landlord will not pledge or encumber the Communications Facility in any way.

QUIET ENJOYMENT

Landlord covenants that Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, will peaceably and quietly hold and enjoy the right to use the Premises, Access Easement and Utility Easement on the terms and conditions and for the purposes stated herein during the term of this Lease, as it may be extended, without hindrance, ejection or molestation by Landlord or any persons or entities claiming under the Landlord. Landlord will not use, allow or permit the Property or Structure to be used in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use which could cause any destructive or conflicting interference with the Communications Facility. Landlord grants to Tenant the right to use the Premises for the broadcast of any unlicensed radio signal in the FCC's ISM/NII frequency ranges included but not limited to 900-928 MHz, 2.400-2.843 GHz and 5.25-5.875 GHz and any licensed frequencies obtained by the Tenant. Should other tenants or Landlord cause frequency interference with Tenant then each agree to work together to resolve the issue. In the event that the issue cannot be resolved within 5 business days then the most recent equipment which was deployed and has been identified as causing the issue must be removed.

12. ENTIRE AGREEMENT AND BINDING EFFECT

This lease constitutes the entire agreement between the Parties. No prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding. This Lease will not be amended or changed except by written instrument signed by the Parties. Section captions herein are for convenience of reference only and neither limits nor amplifies the provisions of this Lease. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties.


13. GOVERNING LAW

This Lease shall be governed by the laws of the state in which the Premises are located.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the date and year first above written.


LANDLORD:

Legacy Farmers Cooperative

By: 
Name: Mark Sunderman
Title: President/CEO

TENANT:

MetaLINK Technologies, Inc.

By: 
Name: TODD HARPEST
Title: MANAGER