

LEASE

This Agreement, made and entered into this 8th day of September 1998, by and between the City of Celina, Ohio, hereinafter called "LESSOR" and R.G. Sound and Communications, Inc., an Ohio corporation, 1701 Industrial Drive, Celina, Ohio 45822, its successors and assigns, hereinafter called "LESSEE", witnesseth;

1. That the Lessor does hereby lease, demise and let unto the Lessee the following described parcel of land:

Located in the Southwest quarter (1/4) of the Northeast quarter (1/4) of Section thirty six (36), Township Five (5) South, Range Two (2) East, in the City of Celina, being more particularly described as follows:

Being a circular parcel having a radius of fifty (50) feet, the center of said circle being also the center of the base of a radio antenna situated on said parcel, said center being 217.5 feet South and 375.8 feet East of a point formed by the intersection of the North line of the Southwest quarter of the Northeast Quarter of said Section 36 and the East line of the Penn Central right-of-way.

Also three rectangular parcels ten (10) feet wide and three hundred seventy-five (375) feet long extending out from the center of said radio antenna, the centerline of said parcels being the vertical projection of the three (3) sets of guy wires supporting the antenna for the purpose of maintaining an antenna tower.

Beginning at the Southwest property corner of the Celina City Landfill property, said point also being the intersection of the East line of the Penn Central right-of-way and the North line of the Summit Street right-of-way; thence Northwest along the West property line of said property, a distance of 1199 ± feet; thence Northeast perpendicular to the West property line, a distance of 271 ± feet to the center of the base of a radio antenna; thence Southeast parallel to the West property line, a distance of 20 feet; thence Southwest perpendicular to the West property line, a distance of 251 ± feet; thence Southeast parallel to the West property line, a distance of 1187 ± feet to a point on the North line of the Summit Street right-of-way; thence West along the North right-of-way line to the point of beginning, for the purposes of maintaining a utility easement.

Lessor further grants Lessee right of ingress and egress over the established roadways existing upon Lessor's property.

2. To have and hold the same with the appurtenances, unto said Lessee for and during the full-term of twenty (20) years from the 1st day of April 1998 until the 31st day of March 2018.

3. Lessee agrees to pay Lessor as rent for the premises for the term of the lease the sum of Three thousand and eight hundred dollars (\$3,800.00) per year payable in equal quarterly

installments commencing with the execution of this agreement. Lessee further agrees to pay all taxes assessed on the lease premises due to improvements erected by Lessee thereon, whether or not such taxes are levied against Lessee or against Lessor.

4. Lessee agrees that upon termination of this agreement Lessee shall remove all equipment and appurtenances owned by Lessee on Lessor's property. This lease may be canceled and terminated by either party, without penalty, at any time, upon giving written notice of termination to the other party. The cancellation and termination shall be effective within one hundred eighty (180) days of the receipt of notice by the other party.

5. Lessor reserves the right to utilize all lands around the guy anchors and under the guy wires for any appropriate purpose consistent with Lessee's use of the leased premises.

6. Lessee shall use the lease premises so as not to interfere with the use of other property of Lessor.

7. Lessee shall indemnify, protect, and hold Lessor harmless from and against claims, liabilities, losses and physical damages to property and bodily injury or death to persons, including payments made under any workmen's compensation law, which may arise out of or be caused by Lessee's use of the leased premises or its activities under this lease, or by any act of Lessee, its agents, servants or employees. Lessee will maintain insurance to protect Lessor and Lessee, each as named insured, from and against all claims, demands, actions, costs, expense, and liabilities, which may arise or result, including all costs, expenses and legal fees which Lessor may have to pay.

8. The Lessee shall obtain any appropriate permits required by law for the construction or maintenance of equipment on said premises and shall pay all utility charges assessed or to be assessed against such operation.

9. The Lessee further agrees to perform, fully obey and comply with all the ordinances, rules, regulations and laws of all public

authorities, boards and officers relating to said premises, or the improvements thereon, or to the use thereon, or to the use thereof, and further not to use or occupy, or suffer or permit any person or body to use or occupy said premises, or any part thereof, for any purpose or use in violation of any law, statute or ordinance, whether Federal, State or Municipal, during the term of this lease.

10. Lessor hereby covenants and agrees that they will not use nor will they permit their remaining property to be utilized in any manner which could interfere with Lessees' intended use of the leased premises, that is, for the transmission and/or reception of television, radio and other electrical signals.

11. The lease is binding upon the successors and assigns of the parties hereto.

12. Lessee shall have the right to transfer and assign all its rights and obligations under this lease and in the premises and improvements referred to in this agreement, and the transfer or assignment shall be in all respects recognized by the lessor.

13. None of the terms, conditions, covenants or agreements of this Lease shall in any manner be altered, waived, changed or abandoned except by a writing duly executed and delivered by the parties hereto.

14. Lessor shall "grub out" the area leased within six (6) months of the date of this agreement. Thereafter, maintenance of any growth of vegetation on the lease premises shall be the responsibility of the lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the day and year first above written.


Signed and acknowledged in the presence of:

Signed in the presence of:

CITY OF CELINA, OHIO, BY:


Bonita R. Knapschaefer


Tom Schwartz, LESSOR


Andrew J. Hinder

Page 4 of 4 pages
Lease, City of Celina to
R.G. Sound and Communications, Inc.

Signed in the presence of:

R.G. SOUND AND
COMMUNICATIONS, INC., BY:


Larry Seals


Andy Godwin, LESSEE


Bonita R. Knapschaefer

Approved:

Kevin M. McKirnan,
City Law Director

STATE OF OHIO, COUNTY OF MERCER, ss:

Before me, a Notary Public in and for said County and State,
personally appeared the above named City of Celina, Ohio, by
Tom Schwartz, who acknowledged that he did sign
the foregoing instrument and that the same is his free act and
deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal at Celina, Ohio, this 8th day of September 1998.

ANDREW J. HINDERS, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

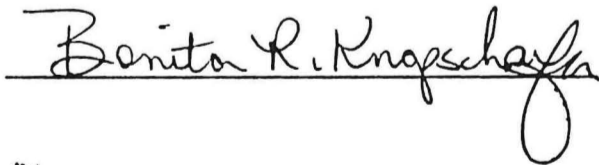


ANDREW J. HINDERS, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

STATE OF OHIO, COUNTY OF MERCER, ss:

Before me, a Notary Public in and for said County and State,
personally appeared the above named R.G. Sound and Communications,
Inc. by Andy Godwin, who acknowledged that he did sign the
foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official
seal at Celina, Ohio, this 8th day of September 1998.



BONITA R. KNAPSCHAEFER
Notary Public, State of Ohio
My Commission Expires November 5, 1998
Recorded in Mercer County

This instrument prepared by: Andrew J. Hinders, Hinders and
Hinders, 110 West Market Street, Celina, Ohio 45822 (419) 586-4441