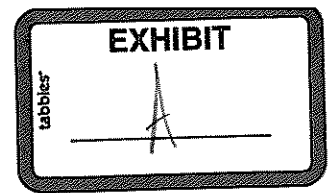


10-084



ROOFTOP ACCESS LEASE AGREEMENT

This Lease Agreement is entered into this _____ day of _____, 2010, by and between the County of Summit (hereinafter "County"), a Charter County organized under the laws of the State of Ohio, with administrative offices located at 175 South Main Street, 8th Floor, Akron, Ohio 44308, and One Community (hereinafter "Tenant"), an Ohio non-profit corporation, with principal offices located at 800 W. St. Clair Avenue, Second Floor, Cleveland, Ohio 44113.

1. LEASE OF PREMISES.

(a) Lease of Downtown Akron Property. County agrees to lease to Tenant, and Tenant agrees to lease from County, certain space on the rooftops of numerous County-owned buildings located in and around downtown Akron for the purposes identified in Section 2, below (hereinafter "Premises"). The amount of space on each rooftop, the location of the space on each rooftop, and the buildings involved shall be identified on Exhibit A attached hereto and incorporated herein by reference. The parties acknowledge and agree that they may, by mutual agreement, amend, add or delete space and/or buildings from Exhibit A during the term of this lease, unless otherwise limited herein.

(b) Lease of Additional Buildings. County agrees to lease to Tenant, and Tenant agrees to lease from County, certain other available space from the County outside of the downtown Akron area for the purposes identified in Section 2, below (hereinafter "Additional Premises"). The Additional Premises shall consist of certain space on the rooftops of County owned buildings, communications towers to the extent permitted by law and certain space on any other County facility, as mutually agreed by the parties. The amount of space, nature and location of the space and the buildings/improvements involved shall be identified on Exhibit B, attached hereto and incorporated herein by reference. The parties acknowledge that at the time of the execution of this lease, many, if not all, of the locations that will constitute the Additional Premises are yet to be determined by the parties and will be supplemented to this Agreement upon mutual agreement of the parties. The parties also acknowledge and agree that they may, by mutual agreement, amend, add or delete space and/or buildings from Exhibit B during the term of this lease, unless otherwise limited herein.

2. PERMITTED USE OF PREMISES AND ADDITIONAL PREMISES. Tenant may use the Premises and Additional Premises for the installation, construction, maintenance, operation, repair, replacement and upgrade of certain equipment, cables, accessories, and improvements (hereinafter collectively "equipment") necessary in its implementation and operation of its Connect Akron wireless project and any other wireless connectivity project that is consistent with the use as stated herein, including, but not limited to, the establishment of a Connect Akron Access Point or other access point within each space identified on Exhibit A or Exhibit B. The type, nature and description of the equipment to be installed at each location shall be identified on Exhibit A and Exhibit B and agreed to by the parties. Tenant may also make any necessary electrical connection to each location's electrical system necessary to support the equipment installed at that location at Tenant's cost. Tenant may modify and/or replace the equipment identified on Exhibit A and Exhibit B, but the nature and use of the

equipment shall be substantially similar to the equipment initially installed. Any and all use of the Premises and Additional Premises by the Tenant shall be (i) in relation to the Connect Akron project; (ii) consistent with Tenant's non-profit status, and (iii) consistent with Tenant's mission as set forth on Exhibit C.

3. TERM. The term of this lease shall be a period of five (5) years commencing on March 1, 2010, and terminating on February 28, 2015. This agreement may be extended by the parties for two (2) additional five (5) year terms, provided that each agree to do so in writing prior to the expiration of the then-current term.

4. RENT/COMPENSATION TO COUNTY. In consideration of the aforementioned use of the Premises and Additional Premises, Tenant shall provide County with the following at no additional cost:

a. The ability to use Tenant's equipment and wireless transmission produced by the equipment to establish a secure wireless network for the County. Said wireless network shall be partitioned separately and apart from the wireless transmission that is available to the general public and other entities, shall be reasonably reliable, shall be secure in a fashion and to an extent satisfactory to the County, and shall be of a 5.1 GHz band. Tenant agrees to assist County with the establishment of the County's secure wireless network and the same shall be established and functional no later than June 1, 2010 for the following buildings: Ohio Building, Department of Job & Family Services Buildings, Medical Examiner's Building, Summit Center Building, Summit County Juvenile Court and New Animal Control Facility, all of which are more fully identified on Exhibit A, and by August 1, 2010 for all other locations identified on Exhibit A. At a minimum, Tenant shall maintain at all times sufficient number of access points and sufficient wireless transmission for the County to connect wirelessly between the following buildings: Ohio Building, Department of Job & Family Services Buildings, Medical Examiner's Building, Summit Center Building, Summit County Juvenile Court, and the New Animal Control Facility. In return, County will discontinue the use of its current wireless equipment and wireless network, which currently runs on 2.4 GHz band between these buildings. The parties shall cooperate with the establishment of the wireless connection to the Additional Premises at such time as the parties mutually agree.

b. The necessary equipment, materials and labor to extend the County's secure wireless network into and throughout the eight floors of the Ohio Building for use by the County's employees and to extend Tenant's free public-access into and throughout the Ohio Building for use by the public. The nature and quality of the County's secure wireless network in the Ohio Building shall be the same as identified in subsection (a), above. Said equipment shall be installed and the wireless network available throughout the Ohio Building no later than August 1, 2010.

The County and Tenant will continue to explore other potential uses of the Tenant's wireless transmission/networks that could benefit County (i.e. public safety purposes) and will amend this agreement as necessary to add these potential uses as they see fit. The parties agree to cooperate to the fullest extent possible to further each other's goals and service to the public.

5. TERMINATION. This agreement may be terminated for cause upon thirty (30) day written notice to the other by either party in the event of a default by the other as identified herein. Otherwise, this agreement may be terminated by either party upon one hundred eighty (180) day written notice to the other for any reason.

6. UTILITIES. County shall pay the cost of any electrical charges related to the use of the Premises and Additional Premises and the equipment therein, provided Tenant continues to provide County the compensation set forth in Section 4, above. Any other utility costs, if any, shall be paid by Tenant.

7. INDEMNIFICATION. Tenant agrees to indemnify, defend, and hold County harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expense (including reasonable attorney's fees and court costs) arising directly from the actions or failure to act of the Tenant or its employees or agents, or the Tenant's breach of any provision of this agreement, except to the extent attributable to the negligent or intentional act or omission of County, its employees, agents or independent contractors.

8. INSURANCE.

9. ACCESS. County shall provide access to Premises and Additional Premises at all times during installation of equipment. Following installation of equipment, County shall provide access to Premises and Additional Premises upon request by Tenant. County shall provide Tenant with contact information for County employees to provide access to Premises and Additional Premises both during business hours and 24/7 emergency or after hours access purposes.

10. REMOVAL/RESTORATION. All portions of the equipment brought onto the Premises and Additional Premises by Tenant will be and remain Tenant's personal property. County covenants and agrees that no part of the equipment constructed, erected or placed on the Premises and Additional Premises by Tenant will become, or be considered as being affixed to or a part of the Premises and Additional Premises.

11. MAINTENANCE. Tenant shall keep and maintain Premises and Additional Premises in good condition, reasonable wear and tear and damage from the elements excepted.

12. WARRANTIES. Tenant and County each acknowledge and represent that it is duly organized and has the right, power and authority to enter into this agreement and bind itself hereto through the party set forth as signatory for the party below.

County represents and warrants that: (i) County solely owns or controls the Premises and Additional Premises by lease or license; (ii) the Premises and Additional Premises are not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, lease, or any other agreements which would adversely affect Tenant's use and enjoyment of the Premises and Additional Premises under this agreement; and (iii) as long as Tenant is not in default County

grants to Tenant sole, quiet, and peaceful use, enjoyment, and possession of the Premises and Additional Premises.

13. ASSISTANCE WITH SIMILAR RELATIONSHIPS. County shall assist Tenant in establishing contractual relationships similar to the relationship set forth in this Agreement with the municipalities and townships within the geographical jurisdiction of the County. County and Tenant agree that the establishment of these additional relationships will assist Tenant with meeting its stated mission, provide an opportunity for those municipalities and townships to benefit from the wireless network being created by Tenant and enable possible future collaboration between County, Tenant and those municipalities and townships in utilizing the wireless network to provide services to the public.

14. DEFAULT. Failure by either party to perform any term or condition of this agreement, and failure to cure within thirty (30) days after receipt of written notice of said failure shall be considered a default by that party. No such default, however, will be deemed to exist if party has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligent. Delay in curing a default will be excused if due to causes beyond the reasonable control of the party. If party remains in default beyond any applicable cure period, the other party will have the right to exercise any and all rights available to it under law and equity, including the right to cure party's default and to deduct the costs of such cure from any monies due.

15. ASSISGNMENT/SUBLEASE. Tenant will have the right to assign this agreement or sublease the Premises and Additional Premises and its rights herein, in whole or in part, only upon the written consent of the County.

16. NOTICES. All notices, requests, demands, and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

One Community
800 W. St. Clair
Second Floor
Cleveland, OH 44113
Attention: Mark Ansboury

If to County:

County of Summit
175 S. Main Street
Eighth Floor
Akron, OH 44308
Attn: Richard E. Dobbins, Director of Law

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

16. SEVERABILITY. If any term or condition of this agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the unenforceable

provision materially affects this agreement, then the agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

17. CASUALTY. If any part of Premises and/or Additional Premises is damaged by fire or other casualty so as to render the Premises and/or Additional Premises unsuitable, then Tenant may terminate this Agreement by providing written notice to the County, which termination will be effective as of the date of such damage or destruction.

18. MISCELLANEOUS.

A. Entire Agreement. This agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this agreement.

B. Governing Law. This agreement will be governed by the laws of the State of Ohio without regard to conflicts of law. Exclusive venue and jurisdiction for any disputes arising under this Agreement shall be in the Summit County Court of Common Pleas.

C. Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) whenever a party's consent is required under this agreement, except as otherwise stated in the agreement, such consent will not be unreasonably withheld, conditioned or delayed; and (iii) exhibits incorporated by reference into this agreement are an integral part of the agreement.

D. Successors. This agreement will bind and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have caused this agreement to be effective as of the last date written below.

COUNTY OF SUMMIT

ONE COMMUNITY

By _____

By _____

Print Name _____

Print Name _____

Its: _____

Its: _____

Date: _____

Date: _____

Exhibit A- Premises

Name/Use	Address	Equipment to be Installed
Ohio Building	171-193 S. Main St. Akron, Ohio	
Summit Center	140 E. Market St. Akron, Ohio	
Medical Examiner	85 N. Summit St. Akron, Ohio	
DJFS Bldg 1	47 N. Main St. Akron, Ohio	
DJFS Bldg 2	31 N. Main St. Akron, Ohio	
DJFS Bldg 3	21 N. Main St. Akron, Ohio	
DJFS- Truth Bldg	37 N. High St. Akron, Ohio	
Juvenile Court	650 Dan St. Akron, Ohio	
New Animal Control Facility	250 Opportunity Pkwy Akron, Ohio	
County Jail	205 E. Crosier St. Akron, Ohio	
Courthouse & Annex	209 High St. Akron, Ohio	
Engineer	538 E. South St. Akron, Ohio	
CSB Campus	264 S. Arlington Akron, Ohio	
Bldg Standards/ Title Bureau/ Job Center	1030/1040 Tallmadge Ave. Akron, Ohio	

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Exhibit A (Cont.)

Name/Use	Address	Equipment to be Installed
DOES Garage	1035 Sweitzer Ave. Akron, Ohio	
Balch Street	220 S. Balch St. Akron, Ohio	
Board of Elections	470/488 Grant St. Akron, Ohio	
Safety Building	53 University Ave. Akron, Ohio	
ADM Facility	466/468 Howard St. Akron, Ohio	

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Exhibit B- Additional Premises