

## MASTER MARKETING AGREEMENT

This MASTER MARKETING AGREEMENT ("Agreement") is dated this 19<sup>th</sup> day of December 2023 (the "Effective Date"), by and between **Buckeye Local School District**, a political subdivision of the State of Ohio, ("Board") and Arcadia Infrastructure Group, L, a Delaware limited liability company ("Arcadia"), (each a "Party" and collectively the "Parties").

WHEREAS, the School Board owns certain real estate, buildings, and other improvements on real property located in Ashtabula County, Ohio, and more fully described on **Exhibit A** (each a "Property" or collectively "Properties"); and

WHEREAS, the School Board and Arcadia wish enter into this Agreement by which the School Board shall provide Arcadia with the exclusive right to market Properties and enter into a lease(s) for all or a portion of such Properties for purpose of constructing one or more monopoles or other similar structures and leasing space thereon and subleasing ground space to wireless service providers.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Market and Lease. Subject to the terms and conditions set forth below, and subject to the terms and conditions of any Option and Lease Agreement (as defined below), Arcadia may market each Property to telecommunications providers licensed by the Federal Communications Commission ("Wireless Carrier") for the attachment of such Wireless Carrier's equipment. As to each Approved Site (as hereinafter defined), Board and Arcadia shall enter into an option and lease agreement ("Option and Lease Agreement") whereby Board shall lease to Arcadia a mutually acceptable portion of the Property (a "Site") sufficient for the construction of up to (#) monopoles or similar structures and related equipment necessary for the installation, operation, and maintenance of wireless communications transmission and receiving antennas and related buildings, shelters, structures or other facility and equipment ("Communications Facility"), and on which Communications Facility Arcadia shall sublease space to Wireless Carriers (each sublease a "Carrier Lease"). Together with the Option and Lease Agreement, Board shall provide Arcadia with the necessary easements for access and utility ingress and egress to the Site, such access and utility easements to be reasonably acceptable to the Board.

2. Term of Agreement; Fee.

a. The term of this Agreement shall be five (5) years commencing on the Effective Date of this Agreement, and subject to any earlier termination as set forth herein (the "Initial Term"). In addition, this Agreement shall automatically renew and extend for five (5) additional one (1) year extension option ("Renewal Term"), unless either Party wishes to terminate this Agreement at the conclusion of the Initial Term or any Renewal Term, in which case it shall provide written notice to other Party no later than sixty (60) days prior to the expiration of the Initial Term. As used herein, "Term" shall mean the Initial Term and, if applicable, the Renewal Term.

b. If prior to the end of the Term Arcadia and Board have executed an Option and Lease Agreement for a Site where Arcadia has not yet exercised the Option (as defined in the Option and Lease Agreement), Arcadia shall have up to an additional twelve (12) months from the expiration of this

Agreement to exercise such Option under the Option and Lease Agreement. Arcadia shall keep Board apprised of the status of any such Option and Lease Agreement.

c. Board and Arcadia acknowledge and agree that the expiration of the Term hereof shall in no way affect, reduce, or terminate the term of any Option and Lease Agreement then in existence or Arcadia's rights thereunder, nor any pending Option and Lease Agreement subject thereafter in accordance with Section 2(b) above.

d. For each Site developed by Arcadia, Board shall have the right to reserve one (1) level on each pole or similar structure and ground space at the Communications Facility as set forth in each Option and Lease Agreement. If the Monopole is replacing another structure upon which the Board currently has equipment, the Board's reserved level on the Monopole will not be significantly lower than the current location of the equipment. In such a situation, the Board's equipment shall be considered to be preexisting to another other equipment on the Monopole for all purposes, including interference. Board shall have the right to freely assign its rights in and to such reserved space to any non-commercial wireless tenant upon prior written notice to Arcadia.

e. Arcadia hereby agrees to pay the Board the sum of One Thousand and 00/100 Dollars (\$1,000.00) upon execution of this Agreement and the payment of an additional Five Hundred and 00/100 Dollars (\$500.00) at each Renewal Term, if necessary.

### 3. Term of Option and Lease Agreements; Termination

a. Except otherwise stated in each applicable Option and Lease Agreement (i) the initial term of each Option and Lease Agreement shall be ten (10) years, commencing upon the Commencement Date (as defined in the Option and Lease Agreement), and (ii) each Option and Lease Agreement shall automatically renew and extend for up to eight (8) additional five-year extension terms unless Arcadia provides thirty (30) days advance written notice to Board of its intent not to renew prior to the end of the then-current term of the Option and Lease Agreement. Notwithstanding anything in this Agreement to the contrary, each Option and Lease Agreement shall control over any contrary provision of this Agreement. Prior to executing an Option and Lease Agreement, the Board may refuse to enter into an Option and Lease Agreement or condition the approval of any Option and Lease Agreement for any reason.

b. Each lease for a Site shall be in the form of Option and Lease Agreement attached hereto as **Exhibit B**, with such modifications as may be agreed by the parties.

c. Each lease for a Site shall contain and be subject to the following determinations to be made by the Board for each Site:

The Board has determined that the Property is not presently needed for school purposes, is not anticipated to be needed for school purposes during the Initial Term and all Renewal Terms of this Agreement and cannot advantageously be disposed of by sale. Board further has determined that for the Initial Term and all Renewal Terms of this Agreement will be advantageous to the school district,

regardless of the fact that it may be renewed solely at the option of Tenant.

4. Carrier Leases. Arcadia shall be entitled to sublease space on a Communications Facility without Board's prior approval as more specifically set forth in the Option and Lease Agreement. Arcadia will obtain all required zoning approvals prior to allowing any additional Wireless Carrier to install facilities on Communications Facility.

5. Site Assessments; Approved Sites; Development.

a. Within sixty (60) days after the Effective Date, Arcadia shall, at its sole cost and expense, prepare and deliver to Board a site assessment ("Site Assessment") with regard to each Property. Should Arcadia wish to perform any on-site tests or studies with respect to any Property, Arcadia shall first contact Board, where appropriate, to arrange a mutually acceptable time for such tests and studies to be conducted. Board may elect to have Board personnel accompany the persons performing such tests and studies. Following any such tests and studies, Arcadia shall immediately restore the Property to its previous condition, reasonable wear and tear excepted. Arcadia shall not conduct tests at such times or in such a manner to interfere with the use of the Property for school purposes. Arcadia shall use commercially reasonable efforts to perform any such tests and studies in a manner so as to minimize any impact on any school or school-related activities. Arcadia's right of access to conduct a Site Assessment is subject to Board's right to require reasonable alternate times and dates for the Site Assessment in order to make sure the on-site tests do not interfere with any school or school-related activities. Board shall have the right to withhold its consent to any tests or studies which, in the sole and absolute determination of Board, may materially and adversely alter any Site or materially and adversely interfere with any school or school-related activities. Arcadia shall furnish proof that Arcadia and its contractors have the insurance coverage required under Section 11 hereof upon execution of this Agreement, execution of any Option and Lease Agreement, and at any other time upon Board request. Board hereby grants Arcadia and its consultants, contractors, and inspectors a non-exclusive license to access the Properties for the purposes set forth in this paragraph.

b. During the Term, Arcadia may submit to Board one or more "Request for Approval" with respect to the development of one or more Sites. Upon submission of Arcadia's Request for Approval, the following shall occur:

i. Board shall contact the manager of the Property as designated by the Board ("Project Manager") for the purpose of scheduling a meeting to solicit the parties' input into and concerning development of the Site, and thereafter obtaining a preliminary approval ("Preliminary Approval").

ii. At such time as Preliminary Approval has been obtained for a Site, Arcadia shall cause to be prepared and deliver to the Project Manager a site plan for the Property ("Site Plan") consistent with the Preliminary Approval.

iii. At such time as the Site Plan is approved by the Project Manager ("Final Approval"), it shall be presented to the Board for its approval, which the Board may withhold in its sole discretion. Upon the Board's approval, the Board shall execute an Option and Lease

Agreement for the applicable Site.

iv. Upon execution of the Option and Lease Agreement for the applicable Site, the Site shall then be considered approved ("Approved Site"). Arcadia shall promptly file a zoning and permitting application with respect to the Approved Site and shall thereafter diligently seek all other required governmental approvals and permits ("Governmental Approvals"). Board agrees to reasonably cooperate, at Arcadia's expense, in making application for and obtaining all Governmental Approvals required for approval of the Communications Facility. Arcadia shall promptly provide the Project Manager with copies of such zoning and permitting applications when filed and shall keep the Project Manager apprised of its progress.

c. Board agrees that it shall not, without prior written consent of Arcadia, during the Term, lease, license, or grant any interest in any portion of any Property to any other telecommunications or other wireless service provider, or to any party constructing monopoles for lease to telecommunications or wireless service providers, other than Arcadia.

6. Duties of Arcadia; Compensation.

a. Arcadia shall exercise commercially reasonable efforts to market and lease Properties to generate revenue to both parties.

b. As its sole compensation for performing any of the duties hereunder and for performing the obligations of the sublandlord under any Carrier Lease, Arcadia shall be entitled to retain SEVENTY-FIVE PERCENT (75%) of the monthly rent collected from all Carrier Leases derived from the use, leasing, or occupancy of any Communications Facility pursuant to the applicable Option and Lease Agreement ("Monthly Gross Rental Revenues").

7. Duties of Board; Compensation.

a. Board shall receive no consideration from Arcadia for entering into this Agreement.

b. In consideration of the leasing of any particular Site under and pursuant to an Option and Lease Agreement, unless otherwise expressly set forth in said applicable Option and Lease Agreement, no later than the tenth day of each calendar month, Arcadia shall pay to Board an amount equal to TWENTY-FIVE PERCENT (25%) of the monthly rent collected from all Carrier Leases derived from the use, leasing, or occupancy of any Communications Facility pursuant to the applicable Option and Lease Agreement.

c. Board shall appoint from time to time a Project Manager for the performance of Board's review function hereunder. Project Manager shall have the authority to review and approve those submissions to be made by Arcadia hereunder, and to attend meetings and represent Board at such meetings. Any Option and Lease Agreements will be executed in accordance with the laws of the State of Ohio.

8. Assignment; Financing.

a. This Agreement may be assigned in whole or in part, without the prior written consent of Board, to any corporation, partnership or other entity (i) which is controlled by, controlling, or under

common control with Arcadia; (ii) shall merge or consolidate with or into Arcadia; (iii) in which Arcadia, or a wholly owned affiliate of Arcadia, is at all times the general partner or manager; or (iv) to an entity that acquires substantially all of the assets or ownership interest of Arcadia. As to other parties, this Agreement may not be assigned without the prior written consent of the Board, which consent shall not be unreasonably conditioned, delayed, or withheld (and any such approved assignment shall be subject to assignee assuming all of Arcadia's obligations herein).

b. Individual Option and Lease Agreements may be collaterally assigned by Arcadia to a Lender as security for Arcadia's financing without Board's prior consent, subject to the terms and conditions set forth therein.

9. Exclusive. During the Term (and any extension of the Term) and thereafter during the term of each Option and Lease Agreement, Board shall not lease any Property to a person or entity competing with Arcadia in the business of constructing wireless communications infrastructure for lease or license to third parties. If Board is contacted by any Wireless Carrier or service provider with regard to a Property, Board shall direct such carrier to discuss with Arcadia the possibility of Arcadia constructing a monopole or similar structure. If Board breaches this Section, Arcadia shall have the right to pursue any and all remedies available to Arcadia under this Agreement, the applicable Option and Lease Agreement, or applicable law including, without limitation, injunctive relief.

10. Subject to Board Uses. Notwithstanding any other provision of this Agreement, Arcadia acknowledges the absolute primacy of Board's use and operation of the Property for public school purposes, and that Arcadia's rights under this Agreement and all Option and Lease Agreements are subject and subordinate to Board's use and operation of the Property. Arcadia shall use commercially reasonable efforts to avoid any materially adverse construction, operation, or other impacts on the Property and Board's use and operation thereof, whether such impacts arise from activities conducted on or off the Property. Prior to any entry upon any Property before an Option and Lease Agreement is executed for an Approved Site on such Property, Arcadia shall provide reasonable advance notice to Board of such entry and of any work or activities to be conducted on the Property. Such entry, work and other activities shall occur only at such times and manner as may be required by Board to avoid any adverse impacts.

11. Insurance. Throughout the Term of this Agreement, prior to accessing a Property, Arcadia shall purchase and carry (or cause its consultant, contractors, or inspectors to carry) a policy of commercial general liability insurance with combined single limits for each occurrence of at least Two Million Dollars (\$2,000,000) with respect to bodily injury or death and property damage. The policy shall name the Board as an additional insured. Insurance required to be carried under the Option and Lease Agreements shall be as set forth, and governed under, the provisions of said Option and Lease Agreements.

12. Indemnity; Waiver.

a. Arcadia shall defend, indemnify and hold Board, its officers, directors, representatives, and agents harmless from and against any and all damages, claims, judgments, fines, penalties, costs, liabilities (including, sums paid in settlement of claims) or loss, including reasonable fees of attorneys, arising from (i) breach of Arcadia's obligations under this Agreement, or (ii) any negligent act or omission

of Arcadia, its agents or employees during Arcadia's entry into any of the Properties in connection with its investigations.

b. The indemnities set forth in this Section 12 shall survive the termination or expiration of this Agreement.

13. Default; Remedies.

a. Each of the following shall be an "Event of Default" of Arcadia under this Agreement:

i. Failure to cure, within five (5) business days after written notice to Arcadia (with specificity), any failure in the payment when due of any amount required to be paid by Arcadia under this Agreement; or

ii. Failure to cure, within thirty (30) days after written notice to Arcadia, any failure by Arcadia in the performance or observance of, or compliance with, any non-monetary covenant, agreement, term, or condition contained in this Agreement (or such additional time as may be reasonably necessary to cure such failure, so long as Arcadia commences the cure within the initial 30-day cure period and thereafter diligently prosecutes such cure to completion); or

iii. The liquidation, termination, or dissolution of Arcadia; or

iv. An event of Bankruptcy.

b. Upon the occurrence of an Event of Default hereunder, Board shall, in addition to any other remedy that may be available to it at law or in equity, have the following remedies:

i. To terminate this Agreement with written notice to Arcadia; or

ii. To seek specific performance of this Agreement.

Notwithstanding anything in this Agreement to the contrary, Board shall in no event have any right to obtain a judgment against Arcadia in the nature of consequential, special, or punitive damages arising out of this Agreement. The termination of this Agreement shall not, of itself, cause the termination of any Option and Lease Agreement which has been executed by Arcadia and Board.

14. Representations and Warranties.

a. Arcadia is duly organized under the laws of the State of Delaware, is qualified to do business in the State of Ohio and has all corporate power and authority necessary to perform its obligations hereunder.

b. Arcadia is in the business of and has substantial expertise in locating, permitting, leasing, licensing, operating, and constructing Communications Facilities.

c. Arcadia shall exercise commercially reasonable efforts to obtain entitlements, approvals, permits, and Carrier Leases for as many of the Sites as practicable in an effort to generate revenue and benefit to Board and Arcadia.

d. Arcadia shall not knowingly violate any federal, state, municipal, or other governmental law, ordinance, rule, or regulation in performing its services under this Agreement and Arcadia shall use reasonable diligence to comply with any and all such laws, ordinances, rules, and regulations affecting the Sites.

15. Monthly Reports; Access to Records.

a. On or before the tenth (10<sup>th</sup>) day of each calendar month (or such other date as Project Manager may agree to in writing), Arcadia shall provide Board with a written report setting forth in reasonable detail (a) the status of Arcadia's progress on all Sites which have received Final Approval, and (b) any Sites which Arcadia intends to submit a Request for Approval within the next ninety (90) days.

b. Arcadia shall keep full and correct records and books of account in accordance with generally accepted accounting principles, consistently applied, showing in detail all income and expenses relating to the Sites and this Agreement, and shall permit Board or its representatives to examine such books and records upon its request and to make copies or extracts thereof.

16. Notices. All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given upon delivery (or if delivery is refused, upon the date of such refusal), when mailed by Registered or Certified Mail, postage prepaid, or delivered by reliable overnight courier or hand delivery (i.e., Federal Express), and addressed as follows:

If to Board:

Buckeye Local School District  
3436 Edgewood Dr  
Ashtabula, OH 44004  
Attn:

If to Arcadia:

Arcadia Infrastructure I, LLC  
101 Main Street Suite 300  
Milford, Ohio 45150  
ATTN: Sam Johnston

*With a copy to:*  
Dinsmore & Shohl, LLP

191 West Nationwide  
Bld Suite 200  
Columbus, OH 43215

ATTN: Jason Sims

or to such other addresses as either of the parties may designate from time to time by giving prior written notice as herein required.

17. Miscellaneous.

a. Except as otherwise expressly set forth in this Agreement (including, without limitation, the license granted under Section 5(a) of this Agreement), nothing in this Agreement shall confer any property right or right in and to any Site to Arcadia until the execution of an Option and Lease Agreement.

b. In performing its duties under this Agreement, Arcadia shall at all times be an independent contractor, and not an agent, employee, or partner of Board. Arcadia shall have no right or authority, expressed or implied, to commit or otherwise obligate Board in any manner.

c. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

d. Waiver of any of the terms or provisions hereof may only be in writing and shall be operative only for the time and to the extent therein stated. No waiver of any default or breach of any of the terms or provisions hereof by either party hereto shall be implied from the failure by either party to take action on account of such default or breach. No waiver shall affect any default other than the default specified in the waiver. No waiver of any term or provision contained herein by either party shall be construed as a waiver of any subsequent breach of the same term or provision. The consent or approval by either party to, or of, any act by the other party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to, or of, any subsequent similar acts.

e. Any provision of this Agreement may be amended only if such amendment is in writing and is signed by Board and Arcadia.

f. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

g. This Agreement shall be deemed to be a contract made under seal and shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to conflicts of laws principles.

h. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when Board shall have received counterparts hereof signed by both parties.

i. Any legal action or proceeding with respect to this Agreement or any document related hereto or thereto shall be brought in the courts of the State of Ohio in \_\_\_\_\_

County.

j. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all previous understandings, written or oral, in respect thereof.

k. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable in whole or in part. If any provision hereof is or becomes invalid and unenforceable, then, to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be strictly construed in order to carry out the intentions of the parties hereto as nearly as may be possible.

l. Neither Arcadia nor Board intends by any provision of this Agreement to confer any right, remedy, or benefit upon any third party.

m. Board and the person executing and delivering this Agreement on Board's behalf each represents and warrants that such person is duly authorized to so act and has the power and authority to enter into this Agreement; and that all action required to authorize Board and such person to enter into this Agreement has been duly taken.

IN WITNESS WHEREOF, the parties hereto execute this Agreement in two parts on the dates indicated.

BOARD:

ARCADIA INFRASTRUCTURE I, LLC

An Ohio Political Subdivision

A Delaware Limited Liability Company

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**[Acknowledgement on following page]**

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ : : SS

COUNTY OF \_\_\_\_\_ :

On this, the \_\_ day of \_\_\_\_\_, 202\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged [himself/herself] to be the \_\_\_\_\_ of \_\_\_\_\_ and that [his/her] name is subscribed to the foregoing document as such officer, and that he/she executed the foregoing document on behalf of such corporation for the uses and purposes therein expressed.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Notary Seal)

STATE OF OHIO : : SS

COUNTY OF \_\_\_\_\_ :

On this, the \_\_ day of \_\_\_\_\_, 202 \_\_, before me, the undersigned officer, personally appeared Samuel T. Johnston, Jr. who acknowledged himself to be the President of Arcadia Infrastructure I, LLC, a Delaware limited liability company, and that his name is subscribed to the foregoing document as such officer, and that he executed the foregoing document on behalf of such limited liability company for the uses and purposes therein expressed.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Notary Seal)

**EXHIBIT A**

**PROPERTIES**

School Name	Street Address	City	State	ZIP
<del>Buckeye Warrior Academy</del>	<del>3436 Edgewood Dr</del>	<del>Ashtabula</del>	<del>OH</del>	<del>44004</del>
Wallace H Braden Middle School	3436 Edgewood Dr	Ashtabula	OH	44004
Ridgeview Elementary School	3456 Liberty St	Ashtabula	OH	44004
Edgewood High School	2428 Blake Rd	Ashtabula	OH	44004
Kingsville Elementary School	5875 State Route 193	Kingsville	OH	44048

Properties may be amended to include or delete additional properties upon mutual consent of Board and Arcadia.