

NEWTON FALLS CITY COUNCIL
SPECIAL MEETING AGENDA
 Wednesday, April 29, 2026; 6:00 PM
 COUNCIL CHAMBERS
 612 WEST BROAD STREET

CITY COUNCIL MEMBERS		CITY ADMINISTRATION	
Ward 1	Brian Kropp	Interim City Manager	Kathleen King
Ward 2	Brian Axiotis	Law Director	Jeff Limbian
Ward 3	Robert Burke	Asst. Law Director	Gary Van Brocklin
Ward 4	Kevin Rufener	Finance Director	Pamela Hileman
At-Large	Julie Stimpert	Clerk of Council	Michael Acomb
Mayor	David Hanson	Police Chief	John Barco

This special meeting was requested by Ms. Stimpert.

- I. **Call to Order**
- II. **Pledge of Allegiance / Silent Prayer**
- III. **Roll Call**
- IV. **Public Comments (limited to those items on the agenda)**
- V. **Motion to Recess into Executive Session**

MOTION

Motion to enter executive session pursuant to Ohio Revised Code Section 121.22(G)(2) to consider the purchase or sale of property for public purposes.

NOTE: Council may take action following the executive session

- VI. **Old Business**
 ORDINANCE 2026-19 Sponsors: Stimpert, Rufener
 AN EMERGENCY ORDINANCE AUTHORIZING THE SALE OF REAL AND PERSONAL PROPERTY OWNED BY THE VILLAGE TO AMP TRANSMISSION, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSET PURCHASE AND SALE AGREEMENT, AN OPERATIONS AND MAINTENANCE SERVICE AGREEMENT, A GROUND LEASE, AND OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE SALE AND TRANSFER OF PROPERTY
- VII. **New Business**
- VIII. **Public Comments (limited to those items on the agenda)**
- IX. **Adjournment**

AN EMERGENCY ORDINANCE AUTHORIZING THE SALE OF REAL AND PERSONAL PROPERTY OWNED BY THE VILLAGE TO AMP TRANSMISSION, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN ASSET PURCHASE AND SALE AGREEMENT, AN OPERATIONS AND MAINTENANCE SERVICE AGREEMENT, A GROUND LEASE, AND OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE SALE AND TRANSFER OF PROPERTY

WHEREAS, the Village of Newton Falls (“Village”) owns transmission lines, four substations, and associated equipment more particularly described in Exhibit A to a certain Asset Purchase and Sale Agreement (the “Property”); and

WHEREAS, the Property is not needed for municipal purposes; and

WHEREAS, the Village seeks to enter into an Asset Purchase and Sale Agreement with AMP Transmission, LLC (“AMPT”) a copy of which is attached hereto as Exhibit A, to facilitate the sale of the Property; and

WHEREAS, to facilitate the transaction and ongoing operations of the transmission lines the Village seeks to grant certain easements more particularly described in Exhibit B attached hereto; and

WHEREAS, the Village seeks to enter into a Ground Lease (“Lease”), a copy of which is attached as Exhibit B to the Asset Purchase and Sale Agreement to permit AMPT to own, operate, maintain, repair, and replace the equipment during the term of the Lease; and

WHEREAS, the Village seeks to enter into an Operations and Maintenance Services Agreement (“O&M Agreement”) for the provision of certain operations and maintenance services for the Equipment and the Village is willing to perform such services under the terms and conditions set forth in the O&M Agreement, a copy of which is attached hereto as Exhibit C; and

WHEREAS, pursuant to the Home Rule and Local Self-Government Powers vested to the Village by Article XVIII, Section 3 of the Ohio Constitution and Article I, Section 2 of the Village Charter, Council hereby authorizes, by the authority of this Ordinance, the Village to deviate from the procedures for the sale of real estate and personal property provided in Section 121.05 and 121.06 of the Newton Falls Codified Ordinances and to deviate from the procedures for the leasing of public property provided in Ohio Revised Code Chapter 721 in order to enter into the Agreements referenced herein for the reasons set forth herein.

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE No.: 2026-19
SPONSOR: Councilpersons Stimpert, Rufener

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That Council hereby authorizes the sale of real and person property owned by the Village defined in Exhibit A to the Asset Purchase and Sale Agreement to AMPT Transmission, LLC for the amount of \$2,707,922.24; Council also hereby authorizes the City Manager to execute the attached Asset Purchase and Sale Agreement, the O&M Agreement, the Lease, or agreements that are substantially similar thereto, and all other documents necessary to effectuate the sale and lease of the Property as quickly as is practicable.

SECTION 2. That Council hereby authorizes the granting of certain easements more particularly described in Exhibit B; Council also hereby authorizes the City Manager to execute any documents that are necessary to effectuate the granting of said easements.

SECTION 3. That pursuant to the Home Rule and Local Self-Government Powers vested to the Village by Article XVIII, Section 3 of the Ohio Constitution and Article 1, Section 2 of the Village Charter, Council hereby authorizes, by the authority of this Ordinance, the Village to deviate from the procedures for the sale of real and personal property provided in Sections 121.05 and 121.06 of the Newton Falls Codified Ordinances and to deviate from the procedures for the leasing of public property provided in Ohio Revised Code Chapter 721 in order to enter into the agreements referenced herein for the reasons set forth herein

SECTION 4. That all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Newton Falls for the reason that Council wishes to effectuate and finalize this sale as soon as possible in order to receive the sale price promptly, permit the efficient transfer of the Property and ensure continued operations of the utility as not interrupted. Therefore, this Ordinance shall take immediate effect upon its passage, pursuant to Newton Falls Charter Article III, Section 21.

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE No.: 2026-19
SPONSOR: Councilpersons Stimpert, Rufener

PASSED IN COUNCIL THIS ____ DAY OF _____, 2026.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Jeff Limbian, Law Director

ASSET PURCHASE AND SALE AGREEMENT

between

NEWTON FALLS, OHIO

(Seller)

and

AMP TRANSMISSION, LLC

(Buyer)

Dated April ___, 2026

ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (this "Agreement") is made and entered into this ____ day of April, 2026 (the "Effective Date"), by and between the Village of Newton Falls, Ohio, an Ohio municipal corporation ("Seller"), and AMP Transmission, LLC, an Ohio nonprofit limited liability company ("Buyer"). Seller and Buyer are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Seller owns the Warren Road Metering Substation, Warren Road Substation, Church Street Substation, and Milton Boulevard Metering Substation, approximately 4.5 miles of 69 kV transmission line between the four Substations in Trumbull County, and the steel structures, relay panels, batteries, chargers, DC panels, ground grid, fencing, circuit breakers, circuit switchers, switches, potential transformers, lightning arrestors, aluminum tubing, mechanical connectors, primary leads, jumpers, transformer bushings and insulators on the 69 kilovolt (kV) side of the substation transformers inside of the Warren Road and Church Street Substations. The 69 kV facilities, and associated equipment are more particularly described on Exhibit A (collectively the "Equipment"). The Equipment does not include any other facilities and equipment associated with voltages less than 69 kV within the substation footprints.

B. Buyer is an Ohio nonprofit limited liability company, and a subsidiary of American Municipal Power, Inc. ("AMP"), organized to own and operate facilities, or to provide otherwise for the transmission of electric energy, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP's members, including Seller.

C. Buyer is willing to purchase Seller's Equipment to relieve Seller of the transmission owner obligations and responsibilities associated with the ownership and operation of the Equipment.

D. Subsequent to the sale of the Transferred Assets (defined below), Buyer plans to create a networked 69 kV system through Newton Falls by upgrading to a three (3) breaker ring bus at Milton Boulevard Metering Substation, adding a second breaker and high-side circuit switcher to the distribution transformer at the Church Street Substation, closing the normally open 69 kV line between Church Street and Warren Road Substations, adding a 69 kV bus-tie breaker at the Warren Road Substation, and upgrading the Warren Road Metering Substation to fully network the transmission in and around Newton Falls (the "Reinforcement Plan").

E. Seller desires to sell, and Buyer desires to purchase, the Equipment and related rights as set forth more fully herein (collectively, the "Transferred Assets") and to provide a lease to Buyer granting access to Buyer to the Transferred Assets, in the form attached as Exhibit B (the "Ground Lease"), on the terms and conditions set forth in this Agreement.

F. To further protect Buyer's rights to access the Transferred Assets, after the transfer of the Transferred Assets, Seller agrees to grant to Buyer perpetual easements and rights of way to access, operate, maintain and otherwise deal with the Transferred Assets on property owned by Seller and any replacements and substitutions thereof, for so long as required by Buyer, pursuant to that certain Easement in the form attached as Exhibit C (the "Easement").

G. The Parties seek to enter into an Operations and Maintenance Agreement ("O&M Agreement") pursuant to which Seller agrees to assume certain responsibilities and implement procedures with respect to the operation and maintenance of the Transferred Assets on behalf of Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings specified:

"Affiliate" of a specified Person means any other Person which, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by contract or otherwise. In no event shall Seller or Buyer be deemed to be "Affiliates" of each other for purposes of this Agreement.

"Approvals" means notices to, and approvals, consents, authorizations and waivers from, Persons who are not Governmental Authorities, other than Buyer and Seller.

"Business Day" means any day other than Saturday, Sunday, or any day on which banks located in the State of Ohio are authorized or obligated to close.

"Closing" means the consummation of the Transactions, as measured on the date Buyer transmits the wire for payment of the Purchase Price made by or on behalf of Buyer to the order of Seller. The Closing shall be deemed to have occurred at 11:59 p.m. on the Closing date.

"Commercially Reasonable Efforts" means efforts in accordance with reasonable commercial practice for owners and operators of similar assets and without incurrance of unreasonable expense in light of the objective to be accomplished.

“Contract” means any written agreement, lease, license, option, guaranty, right-of-way, evidence of indebtedness, mortgage, indenture, security agreement, purchase order, promissory note or other contract.

“Dispute” means any dispute, controversy or claim arising out of or relating to the Transactions, or the breach, termination or invalidity hereof or thereof.

“Encumbrance” means any lien, easement, right of way, option, right of first refusal, security interest, mortgage, or other similar encumbrance of record in or on the Transferred Assets.

“Environmental Law” means all Laws relating to pollution or protection of the environment, natural resources or human health and safety, as the same may be amended or adopted, including Laws relating to releases of Hazardous Materials to ambient air, surface water, groundwater, land, surface and subsurface strata, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, release, transport, disposal or handling of Hazardous Materials, including CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1471 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 8 2601 through 2629; the Oil Pollution Act, 33 U.S.C. §§ 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j; the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.; and any similar Laws of the State of Ohio or of any other Governmental Authority having jurisdiction over the Transferred Assets; and regulations implementing the foregoing.

“Good Utility Practices” means the practices, methods, standards and procedures that are consistent with Law and are generally accepted, engaged in and followed during the relevant time period by reasonably skilled, competent, experienced, and prudent owners and operators of generating and transmission facilities in the United States similar to the Transferred Assets and which, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision is made, would reasonably be expected to accomplish the desired result in a manner consistent with applicable Laws, equipment manufacturer’s recommendations, insurance requirements, equipment manuals, good business practices, reliability, and safety and taking into consideration the requirements of all applicable Licenses, Contracts and, from and after the Effective Date, this Agreement.

“Governmental Authority” means any (i) federal, state, local, tribal, municipal, foreign or other government, (ii) any governmental, regulatory or administrative agency, board, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, including the North American Electric Reliability Corporation (“NERC”) and the Federal Energy Regulatory Commission (“FERC”) or (iii) any court or governmental tribunal, provided that neither Party shall be deemed to be a “Governmental Authority” for

purposes of determining whether its approval of this Agreement is a required governmental consent or License.

"Hazardous Materials" means any chemicals, materials or substances, in whatever form they exist, in each case, which are regulated as pollutants or contaminants, or as toxic or hazardous under Environmental Law, including petroleum products, asbestos, urea formaldehyde foam insulation, and lead-containing paints and coatings.

"Interim Operational Period" means the period from the Effective Date of this Agreement until the earlier of the Closing or termination of this Agreement.

"Laws" means all applicable statutes, rules, regulations, ordinances, orders, decrees, injunctions, judgments and codes of any applicable Governmental Authority.

"Licenses" means registrations, licenses, permits, authorizations, authorizations of, waivers from and other consents or approvals of Governmental Authorities.

"Major Maintenance Spare Parts" means those parts and equipment typically installed and repaired in connection with all significant maintenance performed during scheduled outages and forced outages that relate to the Transferred Assets.

"Material Adverse Effect" means any one or more changes, events, circumstances, conditions or effects accrued or unaccrued, actual or contingent, that is, or would be reasonably likely to be, materially adverse to the results of operations or condition (physical or financial) of the Transferred Assets, taken as a whole, or the ability of a Party (to which the applicable representation, warranty, covenant or condition relates) to own or operate the Transferred Assets or to consummate the Transactions.

"Permitted Encumbrances" means (a) any Encumbrance for Taxes not yet due and payable or for Taxes that are being contested in good faith by appropriate proceedings, including those that are listed on the Schedules as contested proceedings, (b) any Encumbrance arising by operation of Law not due to the willful violation of Law by Seller, (c) any other imperfection or irregularity of title or other Encumbrance that would not, individually or in the aggregate, materially detract from the value of, or materially interfere with the present use of, the Transferred Assets, (d) zoning, planning, and other similar limitations and restrictions on, including all rights of any Governmental Authority to regulate, a Transferred Real Property Asset, (e) any and all Encumbrances of record that would be identified as part of a title search or lien search in the State of Ohio, and (f) those Encumbrances listed on Schedule 1.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Authority.

"Schedule" means a schedule to this Agreement.

"Tax" or "Taxes" means (i) all sales, use or transaction privilege taxes, real or personal property taxes, recordation and transfer taxes, payroll deduction taxes, franchise

taxes, taxes on gross or net income or other monetary obligations imposed, assessed or exacted by any Governmental Authority, and (ii) any interest, penalties, adjustments and additions attributable to any of the foregoing, including any liability for any of the foregoing taxes or other items arising as a transferee or successor, by contract or otherwise.

“Tax Return” means any report, return, information return or other information required to be supplied to a taxing authority in connection with Taxes.

“Transactions” means the transactions contemplated on the part of each of the Parties, collectively, by this Agreement.

“Warranty Claims” means any claims of Seller arising under any express or implied warranties by the manufacturers, vendors or lessors of any of the Transferred Assets.

1.2 Certain Interpretive Matters. In this Agreement, unless the context otherwise requires:

- (a) the representations, warranties and covenants in this Agreement shall have independent significance. Accordingly, if a Party has breached any representation, warranty or covenant contained in this Agreement in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) that the Party has not breached shall not detract from or mitigate the fact the Party is in breach of the first representation, warranty or covenant.
- (b) if any time period set forth in this Agreement expires on a day that is not a Business Day, then the performance period shall be extended until the next Business Day.

ARTICLE 2 BASIC TRANSACTIONS

2.1 Transferred Assets. On the terms and subject to the conditions contained in this Agreement, at Closing, Buyer shall purchase from Seller, and Seller shall sell, convey, assign, transfer and deliver to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller’s right, title and interest in, to and under the following Transferred Assets:

- (a) The “Transferred Real Property Assets” consisting of:
 - (i) the easements in favor of Buyer granted under the Easement; and
 - (ii) Seller’s interest in any real property interests included in the Transferred Personal Property Assets.
- (b) The “Transferred Personal Property Assets” consisting of the following and as set forth in more detail on Exhibit A attached hereto and incorporated herein:

- (i) the Equipment;
- (ii) any Major Maintenance Spare Parts;
- (iii) the Transferred Licenses and Approvals; and
- (iv) Seller's interest in all unexpired and transferrable manufacturers' and other third-party warranties, guarantees and outstanding Warranty Claims relating to the Transferred Assets.

2.2 Assumed Liabilities. From and after Closing, Buyer shall assume and pay, discharge and perform only those obligations and liabilities first arising after the Closing Date that are related to or incurred in connection with the Contracts or Licenses and other matters noted on Schedule 2, if any (collectively, the "Assumed Liabilities"). Notwithstanding anything in this Agreement or any other Transaction Document to the contrary, Buyer is not assuming any other liability, responsibility or obligation hereunder. By way of clarification, if a liability arose on or prior to Closing, the liability shall remain the responsibility of Seller.

2.3 Purchase Price. The purchase price for the Transferred Assets shall be Two Million, Six Hundred Ninety-Two Thousand, Seven Hundred Sixty-Three Dollars and no/100s (\$2,692,763.00).

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, except as qualified by or disclosed in the Schedules, to the best of Seller's knowledge, as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Seller in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

3.1 Formation and Power. Seller is a municipal corporation duly formed and existing under the laws of the State of Ohio, and has full right, power and authority to own the Transferred Assets, and to enter into this Agreement and perform all of its obligations with respect to the Transactions, except where the failure to have such right, power and authority would not have a material effect adverse to Seller's right to consummate the Transactions.

3.2 Binding Obligations of Seller.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Seller and the consummation of the Transactions by Seller have been duly and effectively authorized by all necessary actions of Seller. This Agreement has been, and upon their execution, each Closing Agreement will have been, duly executed and delivered by Seller.

- (b) This Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable against Seller, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Seller and will be enforceable against Seller, in each case in accordance with the respective terms contained therein.

3.3 No Breach or Conflict. The execution, delivery and performance by Seller of this Agreement and by Seller of the Closing Agreements to which it is or will be a party, and the consummation of the Transactions by Seller do not conflict with or result in a breach of any provision of the organizational documents of Seller.

3.4 Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements to which Seller is a party and the consummation of the Transactions by Seller have been duly and effectively authorized by all necessary internal actions of Buyer.
- (b) This Agreement has been, and upon its execution of each Closing Agreement to which Seller is a party, each Closing Agreement will have been, duly executed and delivered by Seller.

3.5 Licenses. All Licenses that are held by Seller as a named permittee in connection with the ownership and operation of the Transferred Assets in the manner in which they are currently owned and operated are in full force and effect. Seller has delivered to Buyer a true and correct copy of each of the Licenses. Seller has not previously transferred or assigned any right, title or interest under any of the Licenses. To the Knowledge of Seller, there are no proceedings pending or threatened in writing to revoke or modify any License in any material respect.

3.6 Compliance with Law. The Transferred Assets have been and are currently operated in compliance with all Licenses and all applicable Laws. Seller is not, and has not been, in violation of or in default under any Law applicable to the Transferred Assets, and Seller has filed or caused to be filed timely all material forms, reports, statements, and other documents required to be filed by it with all Governmental Authorities with respect to the Transferred Assets, and those filings were prepared in compliance with applicable Law.

3.7 Environmental Matters.

- (a) Seller has not conducted or permitted the conduct of operations or activities at the real property underlying the Transferred Real Property Assets (the "Subject Property") in violation of any Environmental Law. Seller has not received any written notice by a Governmental Authority to Seller of a material violation of any Environmental Law by Seller or relating to the Subject Property. There are no environmental reports or studies possessed by Seller pertaining to Hazardous

Materials in any regulated amount in, on, or under the Subject Property or the Transferred Assets that disclose any violation of any Environmental Law.

- (b) With respect to the Transferred Assets, Seller has not handled or disposed of any material amount of Hazardous Materials at the Subject Property involving any of the Transferred Assets in violation of Environmental Law, or arranged for the disposal of any regulated amount of Hazardous Materials at or from the Subject Property or related to the Transferred Assets in violation of Environmental Law.
- (c) No written notice or written claim has been filed against Seller with respect to the Transferred Assets alleging any failure to comply with, or any violation of or liability under, any Environmental Law.

3.8 Transferred Assets.

- (a) Exhibit B – Ground Lease Agreement, (Lease Agreement Exhibit A) contains the separate legal description of the Subject Property.
- (b) Exhibit A contains a complete listing of the Transferred Personal Property Assets.
- (c) Seller holds good and marketable title to, and is the record owner of fee simple title to, the Subject Property, the Transferred Assets, and related rights, free and clear of all Encumbrances, other than Permitted Encumbrances.

3.9 Litigation and Condemnation Proceedings. There are no material proceedings pending against or relating to any or all of the Transferred Assets or Seller's ownership or operation thereof. There is no condemnation proceeding pending or, to Seller's knowledge, threatened against any part of the Transferred Assets. There are no proceedings at law or in equity pending or, to Seller's knowledge, threatened in writing against Seller with respect to the Transactions or the Transferred Assets, (i) relating to the execution or delivery of this Agreement, or (ii) which could materially delay, prevent, result in rescission or material modification of or otherwise unwind the Transactions or any material portion thereof.

3.10 Condition of the Transferred Assets. The Transferred Assets are in good operating condition, reasonable wear and tear excepted. Seller will provide Buyer with copies of all maintenance, operating, performance, warranty and other reports in its possession involving the Transferred Assets as Buyer reasonably requests. Seller does not have knowledge of any material defect in any of the Transferred Assets.

3.11 Inspection and Acceptance. Buyer may, but is not required, to visit Seller's facilities to inspect the Transferred Assets not later than ten (10) business days prior to Closing. Buyer may reject any Transferred Assets that contain defective materials or workmanship or do not conform to Buyer's specifications prior to Closing.

3.12 Tax Matters. This paragraph shall only apply to the extent Seller, as a political subdivision in the State of Ohio has filed Tax Returns relating to the Transferred Assets. Excluding any Taxes on gross or net income or gain, Seller has filed or caused to be filed

all Tax Returns required to have been filed by or for it (other than those for which extensions were requested and obtained in a timely manner) with respect to any Tax relating to the Transferred Assets (collectively, "Seller's Tax Returns"), and Seller has paid all, if any, Taxes that have become due as indicated thereon and that were required to be paid by or for Seller. All of Seller's Tax Returns relating to the Transferred Assets are true, correct and complete in all, if any, material respects. No written notice of deficiency or assessment has been received by Seller from any taxing authority with respect to liabilities for Taxes of Seller in respect of the Transferred Assets, which have not been fully paid or finally settled, or if not fully paid or finally settled, any deficiency and assessment is being contested in good faith through appropriate proceedings. There are no outstanding agreements or waivers extending the applicable statutory periods of limitation for Taxes of Seller associated with the Transferred Assets. All Taxes required to be withheld, collected or deposited by Seller have been timely withheld, collected or deposited and, to the extent required, have been paid to the relevant Tax authority.

3.13 Brokers. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with this Agreement or the Transactions based upon any agreements or arrangements or commitments, written or oral, made by or on behalf of Seller by which the Transferred Assets or Buyer could be bound, before, from or after Closing.

3.14 Insurance. The Transferred Assets are insured through a policy issued to Seller by the Public Entities Pool of Ohio.

3.15 Absence of Certain Changes. To Seller's knowledge, no condition or effect exists that, individually or in the aggregate with any other conditions or effects, is or would reasonably be expected to have a Material Adverse Effect on the ownership or operation of the Transferred Assets.

3.16 Undisclosed Liabilities. To Seller's knowledge, Seller has no liability or obligation with respect to the Transferred Assets (whether accrued or unaccrued, absolute or contingent), except for (i) Permitted Encumbrances, (ii) matters that have been recorded on Seller's financial statements, and those obligations that have arisen in the ordinary course of business, and (iii) those obligations which individually or in the aggregate are not material with respect to the ownership or operation of the Transferred Assets.

3.17 No Other Representations or Warranties. Seller makes no other representations or warranties except for those expressly made in this Agreement and Seller expressly disclaims all other warranties of any kind, express or implied, including the implied warranty of fitness for a particular purpose and merchantability.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this Article 4, except as qualified by or disclosed in the Schedules as follows (for purposes of this Agreement and the Schedules, a matter disclosed in one section of the Schedules shall be deemed disclosed with respect to other representations and warranties of Buyer in this Agreement if it is reasonably apparent on the face of the disclosure of the matter):

4.1 Organization and Power. Buyer is a non-profit limited liability company organized and existing under the laws of the State of Ohio and has full right, power and authority to enter into this Agreement, to own its assets and to perform all of its obligations with respect to the Transactions.

4.2 No Breach or Conflict. The execution, delivery and performance by Buyer of this Agreement and of the Closing Agreements to which it is a party, and the consummation of the Transactions by Buyer do not conflict with or result in a breach of any provision of the organizational documents of Buyer.

4.3 Approvals and Buyer's Required Regulatory Approvals.

- (a) The execution, delivery and performance of this Agreement and the Closing Agreements by Buyer and the consummation of the Transactions by Buyer have been duly and effectively authorized by all necessary internal actions of Buyer.
- (b) This Agreement has been, and upon its execution of each Closing Agreement to which Buyer is a party, each Closing Agreement will have been, duly executed and delivered by Buyer.
- (c) This Agreement constitutes the legal, valid and binding obligation of Buyer and is enforceable against Buyer, and the Closing Agreements will, upon delivery at Closing, constitute the legal, valid and binding obligations of Buyer and will be enforceable against Buyer, in each case in accordance with the respective terms contained therein.
- (d) The execution, delivery and performance of this Agreement and the Closing Agreements and the consummation of the Transactions by Buyer do not require any material License or any material filing with any Governmental Authority to be obtained or made by Buyer.

4.4 Litigation. There are no proceedings pending or, to Buyer's knowledge, threatened against Buyer or its Affiliates with respect to the Transactions at law or in equity, (i) relating to the execution or delivery of this Agreement, or (ii) which would reasonably be expected to delay, prevent, result in rescission or modification of or otherwise unwind the Transactions or any portion thereof.

4.5 No Other Representations or Warranties. Buyer makes, no other representations or warranties except for those expressly made in this Agreement and Buyer expressly disclaims all other warranties of any kind, express or implied.

**ARTICLE 5
COVENANTS OF SELLER AND BUYER**

5.1 Commercially Reasonable Efforts to Close. Subject to the terms and conditions provided herein, each of the Parties agrees to use its Commercially Reasonable Efforts to close, consummate and make effective the Transactions, and for the satisfaction of all other conditions to Closing set forth herein that it is required to satisfy (or to cause to be satisfied) to proceed with Closing.

5.2 Expenses. Whether or not the Transactions are consummated, except as otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the Transactions shall be paid by the Party incurring those expenses, and Buyer shall pay the filing fees and expenses in connection with any filing it makes with FERC in connection with the Transactions. Notwithstanding the foregoing, documentary transfer fees, if any, and recording costs and charges respecting real property shall be paid by Buyer unless otherwise provided herein.

5.3 Tax Matters.

- (a) Subject to Section 5.2, all applicable sales, use, and other Taxes and fees (including any penalties and interest) incurred in connection with this Agreement, shall be borne by Seller to the extent Seller, as a political subdivision in the State of Ohio is required to pay such Taxes.
- (b) Each Party shall use Commercially Reasonable Efforts to cooperate fully with the other Party, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns pursuant to this Agreement and any proceeding with respect to Taxes associated with the Transactions. Consistent with their respective document retention policies, each Party agrees to retain all of its books and records with respect to Tax matters pertinent to the Transferred Assets relating to any taxable period beginning before the Closing date in accordance with its record return policy or until the expiration of the applicable statute of limitations and to abide by all record retention agreements entered into with any taxing authority.
- (c) Seller agrees that the valuation methodology and conclusion accurately reflect the value of the Transferred Assets which may enable Buyer to comply with FERC accounting requirements, if applicable, or other legal or accounting requirements.

5.4 Post-Closing Delivery and Retention of Records. Within thirty (30) days following Closing, Seller shall make available to Buyer all books, records and data pertaining to the Transferred Assets (other than those relating to the financial performance of Seller and other than those protected by attorney-client privilege) in Seller's possession or control; provided, that, any electronic correspondence and files stored on equipment and media that are not material need not be delivered, but shall be provided as reasonably requested by Buyer. Seller shall be entitled to make at its own expense and retain copies of the records pertaining to the Transferred Assets as needed

in connection with Tax Returns or other filings with or notices to Governmental Authorities or to comply with its record retention policy(ies). Each Party shall (a) hold all records pertaining to the Transferred Assets and not destroy or dispose of any records for a period of seven (7) years following the Closing date, or if any records pertain to any proceeding pending at the conclusion of the seven-year period, until the proceeding is finally resolved and the time for all appeals has been exhausted, and (b) for seven (7) years following Closing, allow the other Party and its accountants and counsel upon reasonable request, during normal business hours, reasonable access to the records pertaining to the Transferred Assets which it holds (other than those constituting Excluded Assets) at no cost, other than costs of copying and other reasonable out-of-pocket expenses; provided, however, that these obligations will not apply to any records subject to any privilege; and provided, further, that in the event of any proceeding relating to the Transferred Assets, nothing herein shall limit either Party's rights of discovery under applicable Law.

5.5 Post-Closing Cooperation. After Closing, upon prior reasonable written request, each Party shall use Commercially Reasonable Efforts to cooperate with the other Party in further evidencing and consummating the Transactions. The requesting Party shall reimburse the cooperating Party for any reasonable out-of-pocket expenses paid or incurred by the cooperating Party as a result of any requested cooperation.

5.6 Confidentiality.

- (a) Unless and until the Closing occurs, Seller shall keep confidential, except as may be approved in writing by Buyer, or as may be required under applicable Law, (1) any and all information received, created, or maintained by Seller related to any Seller owned or operated utility the release of which would more likely than not provide or create a competitive disadvantage to any of Seller's owned or operated utilities or be of economic value to a competitor or a person other than Seller, including information related to Seller's assets, operations or prospects, which is either non-public, confidential or proprietary, or (2) any and all analyses, compilations, data, studies or other documents prepared by or for Buyer relating to the Transferred Assets that contains information described in clause (1) above (the "Buyer Confidential Information"). Buyer shall keep confidential, except as may be approved in writing by Seller, or as may be required under applicable Law, (1) any and all information received by or in the possession of Buyer relating to Seller's business, assets, operations or prospects and/or relating to the Transferred Assets which is either non-public, confidential or proprietary, or (2) any and all analyses, compilations, data, studies or other documents prepared by or for Buyer or Seller relating to the Transferred Assets or Seller and its Affiliates (collectively, the "Seller Confidential Information," and together with the Buyer Confidential Information, the "Confidential Information"). This provision is subject to and limited by the Ohio public records laws/Sunshine Laws, and any disclosure by Seller in compliance with the Ohio public records laws/Sunshine Laws shall not be a breach of this Agreement.

- (b) Notwithstanding anything in this Agreement to the contrary, each party hereto agrees that each Party (and any person or entity to which Confidential Information is disclosed by the Party as permitted hereby) may disclose Confidential Information to the extent reasonably necessary to: (i) its regulators; (ii) its auditors; (iii) persons who need to know the tax treatment and tax structure of the transactions contemplated by this Agreement; and (iv) the extent otherwise requested by any governmental agency, regulatory authority (including any self-regulatory organization claiming to have jurisdiction) or any bank examiner.
- (c) Nothing in this Agreement shall bar the right of either Party to seek and obtain from any court injunctive relief against conduct or threatened conduct which violates this Section 5.6.
- (d) Neither Party shall issue any external press releases, communications or disclosures concerning the Confidential Information or the Closing, without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, except those releases, communications or disclosures which are otherwise required by Law.

5.7 Risk of Loss/Casualty/Takings. DURING THE INTERIM OPERATIONAL PERIOD, ALL RISK OF LOSS OR DAMAGE TO THE TRANSFERRED ASSETS SHALL, AS BETWEEN SELLER AND BUYER, BE BORNE BY SELLER.

ARTICLE 6 ADDITIONAL COVENANTS OF SELLER AND BUYER

Seller and Buyer, as applicable, hereby additionally covenant, promise and agree as follows:

6.1 Access and Information. Throughout the Interim Operational Period, Seller shall, upon reasonable notice from Buyer: (1) provide Buyer and its Representatives reasonable access to the books and records and other documents and data related to the Transferred Assets and Assumed Liabilities; (2) furnish Buyer and its Representatives with financial, operating and other data and information in its possession or control related to the Transferred Assets as Buyer or any of its Representatives may reasonably request; (3) reasonably cooperate with Buyer in its investigation of the Transferred Assets; (4) provide Buyer with copies of any proposed amendment to any Assigned Contract and any proposed new Contract relating to the Transferred Assets of which Seller is aware; (5) provide Buyer with copies of any correspondence or notice asserting or threatening a default under or termination of any Assigned Contract relating to the Transferred Assets; and (6) to the extent practicable under the circumstances, notify Buyer in advance of the commencement of any maintenance or capital project on the Transferred Assets that is expected to involve the expenditure of at least \$25,000. No investigation by Buyer or information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement.

6.2 Operations During Interim Operational Period. Except as authorized by Buyer in writing, from the Effective Date until the earlier of Closing or termination of this Agreement, Seller shall maintain, or cause to be maintained, the Transferred Assets in the ordinary course of business consistent with past practices and in accordance with Good Utility Practices and in compliance with applicable Law; provided, that, this obligation shall not be deemed to require Seller to make any capital or maintenance expenditures other than those that would be part of the normal course of business.

6.3 Right of First Offer. Except as provided below, if Buyer hereafter seeks to sell or dispose of all or substantially all of the Transferred Assets or any entity in which those assets comprise all or substantially all of its assets, whether by way of a sale of securities, merger, consolidation or similar proceeding, to any unaffiliated third party (a "Triggering Event"), Buyer hereby grants to Seller a right of first offer to acquire those assets. If Buyer seeks to enter into a Triggering Event, it shall provide written notice of the proposed Triggering Event prior to the date Buyer seeks to enter into the Triggering Event, or to commence offering that opportunity to another Person. Seller shall have seventy-five (75) days after the date of Buyer's notice to notify Buyer in writing of its intent to acquire the assets or equity subject to that transaction. If Seller submits an offer for any of the assets or equity, it must submit an offer to acquire all of those assets or equity and the related liabilities, unless the Parties otherwise agree. The Parties shall have sixty (60) days after Seller notifies Buyer in writing of its intent to acquire such assets or equity to negotiate the principal business terms of that transaction which shall consist of the net book value of the assets at the time of closing, as well the remaining useful life, which determination shall be consistent with the valuation methodology used to determine the purchase price set forth herein. If they agree on those terms, then they shall continue to prepare definitive documents to effect that transfer on mutually acceptable terms during the next seventy-five (75) days. If at the end of that time, the parties are unable to consummate that transaction, then Buyer shall be free to sell those assets or equities to any other potential purchaser for a price not materially less than the net book value, provided that the revenue from any sale to any unaffiliated third party in excess of the net book value shall be divided evenly between Buyer and Seller.

This right of first offer shall not apply to: (a) ordinary course retirements, replacements or additions to the Transferred Assets, (b) any transaction not involving all or substantially all of the Transferred Assets or their replacements, or (c) any sale, merger or reorganization of Buyer with or to Buyer's parent or Affiliate.

6.4 Right to Lease-Back. If Buyer is not permitted to recover all or substantially all of its costs, plus a FERC-approved margin through its FERC-approved tariff, or in the event that Buyer's survey or title search identify any issues that would materially and negatively impact Buyer's ownership or operation of the Transferred Assets, then Buyer shall provide notice in writing to Seller. Upon such notice, Seller shall enter into an operating lease to cover Buyer's costs (i.e., Buyer's cost of interest carrying costs, depreciation, and any FERC-required interest) for a term that extends until the assets become networked, but in no event shall such term extend beyond December 31, 2031 unless agreed by both Parties. This right shall not extend beyond the final adjudication of Buyer's request for such cost recovery before the FERC.

6.5 Right of Return. If the Reinforcement Plan project is not completed by December 31, 2031, or such later date agreed upon by both Parties, Seller shall have the right, but not the obligation, to reacquire the assets at the net book value of the assets at the time of closing of the reacquisition, as well the remaining useful life, which determination shall be consistent with the valuation methodology used to determine the purchase price set forth herein.

6.6 Conduct Pending Closing. Prior to Closing or termination of this Agreement, unless Seller shall otherwise consent in writing, Buyer shall not take any action which would cause any of Buyer's representations and warranties set forth in Article 4 to be materially inaccurate as of Closing.

6.7 Notice of Certain Events. During the Interim Operational Period, after obtaining knowledge of any event below, Buyer shall promptly notify Seller in writing of (but only to the extent affecting the Transferred Assets, Assumed Liabilities or ability of the Parties to consummate the Transactions):

(a) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Buyer's ability to consummate the Transactions, (B) has resulted in any representation or warranty made by Buyer in Article 4 not being true and correct or (C) has resulted in the failure of any of the conditions set forth in Section 8.2 to be satisfied; and

(b) any material communication from any Person received by it alleging that the consent of the Person is or may be required in connection with the Transactions contemplated by this Agreement.

ARTICLE 7 CONDITIONS TO CLOSING

The obligations of Buyer and Seller to consummate the Transactions at Closing shall be subject to fulfillment at or prior to Closing of the following conditions, unless Buyer or Seller, as applicable, waives the condition in writing:

7.1 Termination of Agreement. This Agreement shall not have been duly terminated.

7.2 Representations and Warranties. As a condition to a Party's obligation to consummate the Transactions, the representations and warranties of the other Party set forth in this Agreement shall be true and correct as of the Closing date as though made on the Closing date.

7.3 Performance by Buyer and Seller. Buyer and Seller shall have each performed and complied in all material respects with all of their respective agreements, obligations and covenants (including but not limited to those set forth in Articles 5, 6 and 7) hereunder during the Interim Operational Period.

7.4 Transfer of Licenses. All Transferred Licenses that lawfully may be transferred on or prior to Closing shall have been transferred to Buyer at Closing.

7.5 No Restraint. There shall be no:

- (a) Injunction, restraining order or order of any nature issued by any court of competent jurisdiction or Governmental Authority of competent jurisdiction which directs that the Transactions shall not be consummated as herein provided and no proceeding has been commenced by a Governmental Authority seeking to do any of the foregoing; or
- (b) Law enacted which would render the consummation of the Transactions illegal or Law enacted that would prohibit or materially increase the cost of the owning or operating the Transferred Assets.

7.6 Closing Agreements. Buyer and Seller shall have executed and delivered the respective Closing Agreements to be executed by that Party or others, as appropriate.

7.7 Ongoing Repairs, Maintenance and Improvements. Seller shall have completed all repairs, maintenance and improvements for the Transferred Assets scheduled in the ordinary course of business to have been completed through the Closing Date.

ARTICLE 8 CLOSING

8.1 Closing. The Closing provided for in this Agreement will take place on the Closing date as Buyer and Seller may mutually agree in writing. At Closing, subject to the terms and conditions hereof, Buyer and Seller shall deliver or cause to be delivered to each other all the documents, instruments and other agreements required pursuant to Articles 8 and 9 to be executed and delivered for Closing, in each case duly executed by an authorized signatory of Buyer and Seller or other applicable Person and, if applicable, acknowledged and in due form for recording (collectively the "Closing Agreements").

8.2 Closing Agreements. Subject to the terms and conditions hereof, at the Closing, Buyer and Seller, as applicable, shall deliver, or cause to be delivered, the following to the other Party (and third parties, as applicable), in mutually acceptable form, that approval not to be unreasonably withheld:

- (a) An amount in immediately available funds, by way of wire transfer from Buyer to an account or accounts designated at the order of Seller, equal to the Purchase Price;
- (b) a Bill of Sale and Assignment executed by Seller transferring all of the Transferred Personal Property;
- (c) an Assignment and Assumption of Rights Agreement executed by Buyer;

- (d) the Ground Lease Agreement;
- (e) the Easement;
- (f) Certified copies of the resolutions of the Party's governing board or bodies, as needed, authorizing the execution, delivery and performance of this Agreement and the Transactions;
- (g) To the extent available, originals of all of the Assigned Contracts constituting Transferred Assets, and, if the originals are not available, true and correct copies thereof, and required assignments to transfer the Assigned Contracts, duly executed by Seller and the counterparty (subject to Section 5.9);
- (h) A FIRPTA certificate of non-foreign status in the form required by Section 1445 of the Code duly executed by Seller; and
- (i) All the other agreements, documents, instruments and writings mutually agreed upon by the parties at or prior to the Closing Date necessary to complete the Transactions.

ARTICLE 9 TERMINATION

9.1 Termination. This Agreement may be terminated prior to Closing only:

- (a) At any time, by mutual written consent of Seller and Buyer;
- (b) By either Party upon written notice to the other Party if any Governmental Authority having competent jurisdiction has issued a final, non-appealable order, decree, ruling or injunction (other than a temporary restraining order) or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transactions;
- (c) By Buyer or Seller, as applicable, pursuant to other provisions of this Agreement.
- (d) By a Party if there has been a material misrepresentation with respect to the other Party's representations and warranties in this Agreement, or a default or breach by that other Party with respect to its covenants or agreements contained in this Agreement, any of which individually or in the aggregate would result in the material failure to satisfy one or more of the conditions to the Closing set forth in Section 8.1 or Section 8.2, as applicable, but not including any of those covenants that are not fulfilled due to the actions or inactions of the Party seeking termination, and the misrepresentation, default or breach is not cured within sixty (60) days of receipt of written notice (a "Cure Period");
- (e) By either Party upon written notice to the other, if all conditions set forth in Article 8, other than those that are within the control of the other Party, have been satisfied (other than conditions which by their nature are to be satisfied at the Closing) and

that party refuses to close the transaction within thirty (30) days of receipt of written notice by the Party seeking to terminate that it is ready, willing and able to close and that the conditions noted in this subsection have been satisfied.

Effect of Termination. If this Agreement is validly terminated pursuant to Section 9.1, the Parties shall have no further obligations or liabilities hereunder, except as expressly provided in this Agreement, including Section 5.7; provided that nothing in this Section 9.2 shall relieve any Party from liability for any fraudulent or willful breach of this Agreement by the Party prior to termination of this Agreement.

ARTICLE 10 GENERAL PROVISIONS

10.1 Notices. All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by certified or registered U.S. mail or by electronic mail, and shall be deemed to have been duly given and to have become effective (a) upon receipt, if delivered in person or such in-person delivery is rejected, (b) upon transmission by e-mail if sent before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or (c) five (5) Business Days after having been deposited in the U.S. mail as certified or registered mail, return receipt requested, all fees prepaid, directed to the Parties or their permitted assignees at the following addresses (or at another address as shall be given in writing by a Party):

If to Seller, addressed to:

Village Administrator
Attn:
Village of Newton Falls
612 W. Broad Street
Newton Falls, OH 44444
Email: CityManager@newtonfallsoh.gov
Phone Number 330-872-0806

With a copy to:

Village Law Director
Attn: Jeff Limbian
Village of Newton Falls
612 W. Broad Street
Newton Falls, OH 44444
Email: Law@newtonfallsoh.gov
Phone Number 330-872-0806

If to Buyer, addressed to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

With a copy to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcaster@amppartners.org

10.2 Successors and Assigns. The rights of the Parties under this Agreement shall not be assigned or transferred nor shall the duties of either Party be delegated without the prior written consent of the other Party in its sole discretion; provided, that Buyer may, without Seller's consent, assign some or all of its rights, interests or obligations hereunder, in whole or in part to an Affiliate upon Buyer providing written notice to Seller. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the Parties hereto and their respective successors and permitted assignees. Nothing contained in this Agreement, express or implied, is intended to confer upon any Person (other than the Parties hereto and their permitted assignees) any benefits, rights or remedies under or by reason of this Agreement.

10.3 Counterparts. This Agreement may be executed in two or more original counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Counterparts may be delivered by facsimile or other electronic methods and shall be effective upon that delivery as if a signed original had been delivered at that time to the other party.

10.4 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it.

Entirety of Agreement; Amendments. This Agreement (including the Schedules, Appendices and Exhibits hereto) and the Closing Agreements contain the entire understanding between the Parties concerning the Transactions and, except as expressly provided for herein, supersede all prior understandings and agreements, whether oral or written, between them with respect to the subject matter hereof and thereof. There are no representations, warranties, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement and the Closing Agreements which are not fully expressed herein or therein. This Agreement may be amended or modified only by an agreement in writing signed by each of the Parties. All Appendices, Exhibits and Schedules attached to or delivered in connection with this Agreement are integral parts of this Agreement as if fully set forth herein.

10.6 Waiver. The failure of a Party to insist, in any one or more instances on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of that term, covenant or condition, but the obligations of the Parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of this Agreement by a Party shall be valid unless in writing signed by the Party.

A waiver by one Party of the performance of any covenant, condition representation or warranty of the other Party shall not invalidate this Agreement, nor shall any waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by any Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

10.7 Waiver of Jury Trial. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT BY OR AGAINST IT OR ANY OF ITS AFFILIATES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS.

10.8 Governing Law/Dispute Resolution.

- (a) This Agreement shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by Federal law shall be governed by that Law.
- (b) A Party asserting the existence of a dispute shall deliver a written dispute notice to the other Party, describing the nature and substance of the dispute and proposing a resolution of the dispute.
- (c) The Parties shall first attempt in good faith to resolve the dispute through negotiations by Party representatives, during the thirty (30) Business Days following delivery of the dispute notice, which period may be extended upon agreement of Parties. Should the Parties not reach an agreement, the Parties may mutually agree to utilize mediation upon mutually agreeable terms.
- (d) If a settlement is not achieved by the negotiations or mediation provided for in Sections B and C above, either Party may bring an action in a court of competent jurisdiction as defined in the balance of this section. All litigation arising out of or related to this Agreement must be brought in exclusively in a state court of competent jurisdiction located in Franklin County, Ohio, or for federal court, located in Franklin County, Ohio.
- (e) Exception for Injunctive Relief. Notwithstanding the provisions set forth above in this Section, the requirement to submit disputes to negotiation shall not apply if, but only to the extent, that there exists an imminent threat of irreparable injury to a Party and that Party seeks and obtains a temporary restraining order of preliminary injunction in an expedited court proceeding in response to such threat.

10.9 No Partnership; Relationship between Buyer and Seller. Nothing in this Agreement is intended or shall be construed to create any partnership, joint venture or similar relationship between Buyer and Seller; and in no event shall either Party take a

position in any regulatory filing or Tax Return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The Parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Seller nor Buyer shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Transferred Assets, as applicable.

10.10 Severability. Whenever possible, each provision of this Agreement shall be interpreted in a manner as to be valid, binding and enforceable under applicable Law, but if any provision of this Agreement is held to be unenforceable under applicable Law, the provision shall be unenforceable only to the extent expressly so held, without affecting the remainder of the provision or the remaining provisions of this Agreement. The Parties shall negotiate in good faith to agree upon legal, valid and enforceable substitute provisions to carry out the purposes and intent of any unenforceable provision.

10.11 Time of the Essence. Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement. The Parties acknowledge that each will be relying upon the timely performance by the other of its obligations hereunder as a material inducement to each Party's execution of this Agreement.

[Signatures are on the following page]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written.

SELLER:

NEWTON FALLS, OHIO

By: _____
Name: _____
Title: Village Administrator

Approved as to form:

By: _____
Name: _____
Title: _____

BUYER:

AMP TRANSMISSION, LLC

By: _____
Name: Pamala M. Sullivan
Title: President

Approved as to form:

By: _____
Name: Lisa G. McAlister
Title: General Counsel

Schedule 1 – Permitted Encumbrances

There are no Permitted Encumbrances.

Schedule 2 – Assumed Liabilities

There are no Assumed Liabilities.

Exhibit A
Transferred Personal Property Assets
Existing 69 kV Transmission Facilities

Warren Road Metering Substation

Equipment	Voltage (kV)	Qty	Misc. Info	Install Year
Structures and Improvements	69	1	Bus Structure/Foundation	2001
Primary and Secondary Voltage Connections	69	6	1PH 69 kV Arresters	2001
Switching Equipment	69	1	69 kV Circuit Breaker	2021
Primary and Secondary Voltage Connections	69	1	3PH 69 kV Potential Transformer	2001
Bus	69	280	Strain Bus	2001
Primary and Secondary Voltage Connections	69	9	1PH 69 kV Insulators	2001
Switchboards		1	Relay Panel (incl. devices)	2001
Control Equipment		1	Battery	2001
Control Equipment		1	Battery Charger	2001
Misc General Station Equipment		1	DC Panelboard/Cabinet/Enclosure	2001
Control Enclosure		1	Control House	2001
Structures and Improvements		2024	Ground Grid	2001
Fences and Gates		1280	Fence	2001
Structures and Improvements		2	Lighting and Security Systems	2001

Warren Road Substation

Equipment	Voltage (kV)	Qty	Misc. Info	Install Year
Primary and Secondary Voltage Connections	69	6	1PH 69 kV Arresters	1992
Primary and Secondary Voltage Connections	69	6	1PH 69 kV Arresters	2007
Switching Equipment	69	1	69 kV Circuit Breaker	2007
Switching Equipment	69	1	69 kV Circuit Breaker	2021
Switching Equipment	69	2	3PH 69 kV Disconnect Switches	1992
Switching Equipment	69	3	3PH 69 kV Disconnect Switches	2007
Switching Equipment	69	2	3 PH 69 kV Circuit Switchers	2007
Primary and Secondary Voltage Connections	69	2	3PH 69 kV Potential Transformer	2007
Bus	69	85	Strain Bus	1992
Bus	69	175	Strain Bus	2007
Bus	69	200	Pipe Bus	1992
Bus	69	260	Pipe Bus	2007
Structures and Improvements	69	1	Bus Structure/Foundation	1992
Structures and Improvements	69	1	Bus Structure/Foundation	2007
Primary and Secondary Voltage Connections	69	3	1PH 69 kV Insulators	1992
Primary and Secondary Voltage Connections	69	3	1PH 69 kV Insulators	2007
Switchboards		5	Relay Panel (incl. devices)	2007
Control Equipment		1	Battery	2007
Control Equipment		1	Battery Charger	2007
Misc General Station Equipment		1	DC Panelboard/Cabinet/Enclosure	2007
Control Enclosure		1	Control House	2007
Structures and Improvements		16538	Ground Grid	1992
Fences and Gates		15345	Fence	2007

Church Street Substation

Equipment	Voltage (kV)	Qty	Misc. Info	Install Year
Primary and Secondary Voltage Connections	69	9	1PH 69 kV Arresters	1992
Switching Equipment	69	1	69 kV Circuit Breaker	2021
Switching Equipment	69	4	3PH 69 kV Disconnect Switches	1992

Bus	69	315	Strain Bus	1992
Bus	69	65	Pipe Bus	1992
Structures and Improvements	69	1	Bus Structure/Foundation	1992
Primary and Secondary Voltage Connections	69	9	1PH 69 kV Insulators	1992
Switchboards		1	Relay Panel (incl. devices)	1992
Control Equipment		1	Battery	1992
Control Equipment		1	Battery Charger	1992
Misc General Station Equipment		1	DC Panelboard/Cabinet/Enclosure	1992
Control Enclosure		1	Control House	1992
Structures and Improvements		11550	Ground Grid	1992
Fences and Gates		11550	Fence	1992

Milton Boulevard Metering Substation

Equipment	Voltage (kV)	Qty	Misc. Info	Install Year
Structures and Improvements	69	1	Bus Structure/Foundation	1997
Primary and Secondary Voltage Connections	69	6	1PH 69 kV Arresters	1997
Switching Equipment	69	1	69 kV Circuit Breaker	2021
Primary and Secondary Voltage Connections	69	1	3PH 69 kV Potential Transformer	1997
Bus	69	155	Strain Bus	1997
Primary and Secondary Voltage Connections	69	10	1PH 69 kV Insulators	1997
Switchboards		1	Relay Panel (incl. devices)	1997
Control Equipment		1	Battery	1997
Control Equipment		1	Battery Charger	1997
Misc General Station Equipment		1	DC Panelboard/Cabinet/Enclosure	1997
Control Enclosure		1	Control House	1997
Structures and Improvements		2484	Ground Grid	1997
Fences and Gates		1680	Fence	1997
Structures and Improvements		2	Lighting and Security Systems	1997

Warren Road - Warren Road Metering 69 kV Line

Asset ID	Description	Latitude	Longitude	Install Year
T17	Single A/C Circuit Angle Deadend Wood Pole - 69 kV	41°11'33"N	80°58'02"W	2001
T18	Single A/C Circuit Angle Deadend Wood Pole - 69 kV	41°11'34"N	80°58'02"W	2001
T19	Single A/C Circuit Angle Deadend Wood Pole - 69 kV	41°11'33"N	80°57'59"W	2001
T20	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'35"N	80°57'58"W	2001
T21	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'37"N	80°57'58"W	2001
T22	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'39"N	80°57'57"W	2001
T23	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'41"N	80°57'56"W	2001
T24	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'44"N	80°57'55"W	2001
T25	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'46"N	80°57'54"W	2001
T26	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'48"N	80°57'53"W	2001
T27	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°11'50"N	80°57'52"W	2001
T28	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°11'52"N	80°57'51"W	2001
T29	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'55"N	80°57'48"W	2001
T30	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'57"N	80°57'46"W	2001
T31	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°11'58"N	80°57'45"W	2001
T32	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'59"N	80°57'43"W	2001
T33	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'00"N	80°57'40"W	2001
T34	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'01"N	80°57'38"W	2001
T35	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'02"N	80°57'35"W	2001
T36	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'04"N	80°57'32"W	2001
T37	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'05"N	80°57'29"W	2001
T38	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'07"N	80°57'25"W	2001

T39	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'08"N	80°57'23"W	2001
T40	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'09"N	80°57'21"W	2001
T41	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'10"N	80°57'18"W	2001
T42	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'11"N	80°57'15"W	2001
T43	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'12"N	80°57'12"W	2001
T44	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'14"N	80°57'10"W	2001
T45	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'15"N	80°57'07"W	2001
T46	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'16"N	80°57'04"W	2001
T47	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'17"N	80°57'01"W	2001
T48	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'19"N	80°56'58"W	2001
T49	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'20"N	80°56'55"W	2001
T50	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'22"N	80°56'51"W	2001
T51	Single A/C Circuit Tangent Wood Pole - 69 kV	41°12'23"N	80°56'48"W	2001
T52	Single A/C Circuit Angle Deadend Wood Pole - 69 kV	41°12'25"N	80°56'44"W	2001
T53	Single A/C Circuit Angle Deadend Wood Pole - 69 kV	41°12'26"N	80°56'41"W	2001
T53.5	Single A/C Circuit Angle Deadend Wood Pole - 69 kV	41°12'27"N	80°56'40"W	2001
Quantity	Description	Voltage (kV)		Install Date
2	3PH 69 kV Disconnect Switches	69		2001
Conductor/Wire	Length (ft.)	Voltage (kV)		Install Date
336.4 ACSR 26/7 "Linnet"	28086	69		2001
Shield Wire	9362	69		2001

Church Street - Warren Road 69 kV Line

Asset ID	Description	Latitude	Longitude	Install Year
T2	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°11'07"N	80°58'26"W	2001
T3	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°11'10"N	80°58'24"W	2001
T4	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°11'13"N	80°58'22"W	2001
T5	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'15"N	80°58'21"W	2001
T6	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'18"N	80°58'20"W	2001
T7	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'20"N	80°58'19"W	2001
T8	Single A/C Circuit Angle Deadend Wood Pole - 69 kV	41°11'23"N	80°58'17"W	2001
T9	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'25"N	80°58'16"W	2001
T10	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'27"N	80°58'15"W	2001
T11	Single A/C Circuit Angle Deadend Wood Pole - 69 kV	41°11'30"N	80°58'14"W	2001
T12	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'32"N	80°58'13"W	2001
T13	Single A/C Circuit Angle Deadend Wood Pole - 69 kV	41°11'34"N	80°58'12"W	2001
T14	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'34"N	80°58'08"W	2001
T14.5	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'34"N	80°58'07"W	2001
T15	Single A/C Circuit Angle Deadend Wood Pole - 69 kV	41°11'33"N	80°58'05"W	2001
T16	Single A/C Circuit Angle Deadend Wood Pole - 69 kV	41°11'35"N	80°58'05"W	2001
Quantity	Description	Voltage (kV)		Install Date
2	3PH 69 kV Disconnect Switches	69		2001
Conductor/Wire	Length (ft.)	Voltage (kV)		Install Date
336.4 ACSR 26/7 "Linnet"	11226	69		2001
Shield Wire	3742	69		2001

Church Street - Milton Blvd Metering 69 kV Line

Asset ID	Description	Latitude	Longitude	Install Year
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11	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°10'05"N	80°57'21"W	1997
12	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°10'05"N	80°57'20"W	1997
13	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°10'08"N	80°57'22"W	1997
13A	Guy Stub Pole - Wood	41°10'08"N	80°57'21"W	1997
14	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'11"N	80°57'24"W	1997
14A	Guy Stub Pole - Wood	41°10'11"N	80°57'24"W	1997
15	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'12"N	80°57'27"W	1997
16	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'14"N	80°57'29"W	1997
17	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°10'16"N	80°57'31"W	1997
18	Guy Stub Pole - Wood	41°10'15"N	80°57'29"W	1997
19	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°10'16"N	80°57'31"W	1997
21	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'18"N	80°57'33"W	1997
23	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'20"N	80°57'35"W	1997
25	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'22"N	80°57'38"W	1997
27	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'24"N	80°57'41"W	1997
29	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'26"N	80°57'44"W	1997
32	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'28"N	80°57'46"W	1997
34	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'30"N	80°57'49"W	1997
35	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'32"N	80°57'51"W	1997
36	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'33"N	80°57'52"W	1997
37	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°10'35"N	80°57'54"W	1997
37A	Guy Stub Pole - Wood	41°10'34"N	80°57'55"W	1997
38	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°10'36"N	80°57'56"W	1997
38A	Guy Stub Pole - Wood	41°10'36"N	80°57'56"W	1997
40	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'39"N	80°57'57"W	1997
43	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°10'42"N	80°57'58"W	1997
45	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'45"N	80°57'59"W	1997
46	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'46"N	80°58'00"W	1997
47	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°10'48"N	80°58'00"W	1997
49	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°10'50"N	80°58'01"W	1997
51	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'52"N	80°58'02"W	1997
53	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'55"N	80°58'04"W	1997
55	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°10'57"N	80°58'06"W	1997
57	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'59"N	80°58'07"W	1997
59	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°11'02"N	80°58'09"W	1997
62	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'02"N	80°58'13"W	1997
64	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°11'02"N	80°58'16"W	1997
65	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°11'01"N	80°58'20"W	1997
66	Single A/C Circuit Tangent Wood Pole - 69 kV	41°11'01"N	80°58'23"W	1997
67	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°11'01"N	80°58'25"W	1997
68	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°11'04"N	80°58'25"W	1997
69	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°11'04"N	80°58'27"W	1997

Quantity	Description	Voltage (kV)	Install Date
1	3PH 69 kV Disconnect Switch	69	1997
1	3 PH 69 kV 3-Way Disconnect Switch	69	1997
Conductor/Wire	Length (ft.)	Voltage (kV)	Install Date
336.4 ACSR 26/7 "Linnet"	25224	69	2001
Shield Wire	8408	69	2001

Milton Blvd Metering - Milton Tap 69 kV Line

Asset ID	Description	Latitude	Longitude	Install Year
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1	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°09'53"N	80°57'14"W	1997
2	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°09'54"N	80°57'14"W	1997
3	Single A/C Circuit Tangent Wood Pole - 69 kV	41°09'56"N	80°57'14"W	1997
4	Single A/C Circuit Running Angle Wood Pole - 69 kV	41°09'58"N	80°57'15"W	1997
5	Single A/C Circuit Tangent Wood Pole - 69 kV	41°10'01"N	80°57'16"W	1997
6	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°10'03"N	80°57'17"W	1997
7	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°10'03"N	80°57'18"W	1997
8	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°10'05"N	80°57'19"W	1997
9	Single A/C Circuit Angle Deadend Wood Pole- 69 kV	41°10'05"N	80°57'21"W	1997
Quantity	Description	Voltage (kV)		Install Date
1	3PH 69 kV Disconnect Switches	69		1997
1	3 PH 69 kV 3-Way Disconnect Switch	69		1997
Conductor/Wire	Length (ft.)	Voltage (kV)		Install Date
336.4 ACSR 26/7 "Linnet"	4356	69		1997
Shield Wire	1452	69		1997

Exhibit B
Ground Lease Agreement
[See Attached]

GROUND LEASE

THIS GROUND LEASE ("Lease") is entered into this ___ day of April, 2026 (the "Commencement Date"), between the Village of Newton Falls, Ohio, an Ohio municipal corporation ("Lessor"), and AMP Transmission, LLC, an Ohio non-profit corporation ("Lessee").

RECITALS

A. Lessor operates a municipal electric distribution utility in Newton Falls, Ohio. Prior to the date of this Lease, Lessor owned the Warren Road Metering Substation, Warren Road Substation, Church Street Substation, and Milton Boulevard Metering Substation, approximately 4.5 miles of 69 kV transmission line between the four substations in Trumbull County, and the steel structures, relay panels, batteries, chargers, DC panels, ground grid, fencing, circuit breakers, circuit switchers, switches, potential transformers, lightning arrestors, aluminum tubing, mechanical connectors, primary leads, jumpers, transformer bushings and insulators on the 69 kilovolt (kV) side of the substation transformers inside of the Warren Road and Church Street Substations (collectively, the "Equipment"), as described more fully in the Purchase Agreement (defined below).

B. On the Commencement Date, Lessor sold the Equipment to Lessee, pursuant to an Asset Purchase and Sale Agreement (the "Purchase Agreement"). As contemplated in that Purchase Agreement, the Equipment or its replacements shall remain in place for use in connection with the transmission of electricity from the transmission grid to Lessor's municipal electric distribution utility.

C. Through this Lease, Lessor seeks to provide Lessee with access on a non-exclusive basis to the Leased Premises (defined below), and with the right to occupy on a non-exclusive basis the Leased Premises to permit it to own, operate, maintain, repair and replace the Equipment during the term of this Lease, on the terms set forth more fully below.

AGREEMENTS

NOW, THEREFORE, in consideration of the rents and mutual covenants herein contained, Lessor and Lessee do hereby covenant, promise and agree as follows:

I. LEASED PREMISES AND ACCESS RIGHTS

A. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, on a non-exclusive basis with Lessor, the real property described on Lease Exhibit A, attached hereto, and by this reference incorporated herein, together with all rights and appurtenances thereto (the "Leased Premises"), situated in the County of Trumbull, State of Ohio. All references to the Leased Premises shall be deemed to include any subsequent improvements to the Leased Premises, whether made by Lessor or Lessee. The provisions of this Lease are all covenants running with the land.

B. The parties acknowledge that the Equipment is located on the Leased Premises. Lessor hereby grants Lessee and its directors, managers, officers, employees, agents, contractors (collectively, its "Representatives") and its and their invitees access at no charge to them to and across the Leased Premises during the Term. In addition, Lessee and its Representatives shall have reasonable access to and use of, at no charge to them, the Substation facilities (e.g., offices, restrooms, storage facilities) located on the Leased Premises as requested by Lessee in connection with the ownership, operation, maintenance, repair, replacement, improvement, and removal of the Equipment and the use of the Leased Premises.

C. If requested in writing by Lessee, Lessor shall supply Lessee with utilities and water as necessary or appropriate for its activities at the Leased Premises. Charges, if any, for those services shall be provided for in the operation and maintenance agreement between the Parties (the "O&M Agreement"), and if not otherwise stated, shall be for Lessor's account.

D. Lessee agrees that it and its Representatives shall comply with Lessor's reasonable safety rules at the Substation.

E. The Lessor shall retain all fee interests in the Leased Premises, and other than as explicitly granted herein or in the Permanent Easement Agreement and all other rights associated with the Leased Premises.

II. LEASE TERM

The initial term of this Lease (the "Initial Term") shall commence at 12:01 a.m., on the Commencement Date, and end at 11:59 p.m. on December 31, 2076, unless sooner terminated or extended, as provided herein. At Lessee's option, which may be exercised by Lessee in writing at least 180 days prior to the expiration of the Initial Term, Lessee may extend the term of this Lease for an additional twenty-year term, commencing with the expiration of the Initial Term (the "Extended Term" and collectively with the Initial Term, the "Term"). If the lease is extended, the Parties agree to file a memoranda of extension.

In the event that Lessee sells or transfers the Equipment to Lessor or a third party, this Lease shall terminate once the asset transfer is complete unless the Lease is also transferred with the Equipment.

III. LEASE PAYMENTS

A. Commencing on the Commencement Date, Lessee shall pay to Lessor as "Base Rent" for the Leased Premises, without notice, set-off, deduction or demand, the sum of Forty Thousand, Four Hundred Seventy Two Dollars (\$40,472.00) as a one-time, upfront payment payable on the Commencement Date. Lessor acknowledges the receipt of the full payment for the Initial Term, which shall be applied as a prepaid rent credit.

B. Lessor and Lessee should pay their respective share of property taxes incurred as a result of each Party's use of the premises, if any.

C. This Lease is intended to be and shall be deemed and construed as a "gross lease," pursuant to which Lessee shall have use and access to the Leased Premises net of any other costs or expense other than the Base Rent, the taxes provided for above and any personal property taxes owed on the Equipment. The parties agree that any other charges to Lessee, if any, shall be addressed in the O&M Agreement. If not provided for thereunder, then those other charges shall be for the account of Lessor, not Lessee. Without limiting the foregoing, except as otherwise provided herein, Lessee shall not be responsible for impositions, charges or expenses of any nature whatsoever, including without limitation any of the following: all electrical power, security, janitorial services, water, waste disposal, gas, maintenance of refuse removal facilities, insurance premiums, licenses, maintenance, supplies, costs of operation, and remodeling.

D. Each of Lessee and Lessor shall keep the Leased Premises and all adjacent sidewalks, parking and service areas free and clear of all debris, trash, garbage, and waste resulting from the operation of their respective business.

IV. MAINTENANCE

Lessor agrees to maintain the Leased Premises and all improvements thereon in good condition and repair (ordinary wear and tear and casualty and condemnation excepted) and Lessee shall have no responsibility for the maintenance and repair of the Leased Premises, except as otherwise set forth herein and provided, further that Lessee shall be responsible for its improvements to, and damage and repair of the Leased Premises caused by the actual conduct of Lessee or its employees or agents.

V. ENVIRONMENTAL LAWS

Lessee and Lessor shall each comply with all applicable federal, state and local laws relating to environmental matters, and to the extent permitted by law, Lessee shall defend, indemnify and hold harmless Lessor and Lessor's shareholders, officers, directors, managers, members, employees and agents (collectively, as applicable, the "Indemnified Parties") from and against any and all claims, demands, liabilities, fines, penalties, losses, costs and expenses, including cost of compliance, remedial costs, clean-up costs, reasonable attorney's fees, and court costs arising from 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 pollutant, contaminant or hazardous or toxic material, substance or matter from, on or at the Leased Premises as a result of any act or omission on the part of Lessee or its directors, officers, employees, contractors or agents. These indemnification and defense obligations shall survive the expiration or termination of this Lease. Lessee shall not be responsible for any environmental matter which first arose before the Commencement Date, including any environmental matter discovered thereafter which occurred on or before that date.

VI. NO MORTGAGE BY LESSOR

During the term of this Lease, if Lessor intends to at any time encumber or permit the Leased Premises to be encumbered with any senior lease, mortgage, deed of trust,

or other lien or encumbrance in connection with any financing or indebtedness for the benefit of Lessor or otherwise, Lessor will provide not less than sixty-days' written notice to Lessee.

VII. INSURANCE

A. Property insurance must be procured by each Party for their owned assets from an insurance company with a Best A-/VII rating or better. Lessee shall insure the assets that have shared ownership with Lessor. All insurance proceeds shall be paid to and owned exclusively by the party procuring that policy.

B. Lessee shall procure commercial general liability insurance from an insurance company with a Best A-/VII rating or better in the amount of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence and not less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00) in the aggregate; and automobile liability insurance, with limits of liability not less than \$1,000,000 Bodily Injury or Property Damage Combined Single Limit for each accident, which coverage shall include owned, hired, and non-owned vehicles.

C. Any taxes assessed on the Leased Premises, as a result of Lessee's rights under the Ground Lease or its use of the same, shall be paid by Lessee as set forth in Article III, Sections B and C.

VIII. TERMINATION OR EXPIRATION

A. At the expiration of the Term of this Lease, as the same may be duly extended, or sooner terminated pursuant to this Lease, all Lessee-owned improvements (if any), may be removed by Lessee during the succeeding ninety (90) days following that termination (and Lessee shall have continued access and occupancy rights for no additional rent during that period) at its discretion. That period shall be extended by each day for which access to the Leased Premises is restricted by Lessor. Any property not removed by Lessee during that period shall become the property of Lessor "AS-IS" and without warranty.

B. Except for the removal period noted above, any holding over after the expiration of the Term of this Lease shall be construed to be a tenancy from month to month, cancelable upon thirty (30) days written notice by Lessor or Lessee, and upon terms and conditions under this Lease as existed during the last year of the term hereof or any extended term.

C. At the expiration of the Term of this Lease, Lessee shall restore any damage to the Leased Premises or the Equipment caused by the removal of any Equipment, provided, however, that nothing in this Lease shall require Lessee to replace any of the Equipment or to restore any electric transmission facility following Lessee's removal or abandonment of that Equipment, regardless of the operating condition of that Equipment. At the expiration of the Term of this Lease, Lessor hereby assumes responsibility for assuring that the power transmitted to the Substation can be transmitted outside of the Substation following the expiration of the Term, regardless of the reason for the

termination of this Lease.

IX. PERMITTED USE; COMPLIANCE WITH LAWS AND REGULATIONS

A. Throughout the Term of this Lease and during any extended terms of the Lease, Lessee shall be permitted to use and occupy the Leased Premises for any lawful purpose consistent with the ownership, operation, maintenance, repair, replacement, improvement, and removal of transmission equipment, and for any other purpose incident thereto. Lessee shall comply during the Term and any Extended Terms with all present and future laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, administrative decisions, and other holdings or requirements of all governmental authorities (whether state, federal or local), ordinary or extraordinary, foreseen or unforeseen, concerning the Leased Premises or improvements thereon, except Lessee shall have no obligation for environmental matters which existed on or adjacent to the Leased Premises as of the Commencement Date.

B. To the extent permitted by law, Lessee shall defend, hold harmless and indemnify Lessor and its Indemnified Parties, from and against all fines, penalties or claims for damages of every kind and nature (including without limitation reasonable attorneys' fees and expenses) arising out of any failure by Lessee and its Representatives to comply with any laws, acts, rules, requirements, orders, directions, ordinances and/or regulations, the intention of the parties being with respect thereto that each party during the Term shall discharge and perform all their respective obligations in accordance therewith. Each party further covenants and agrees that it will procure and maintain, at its own expense, all required licenses, operating permits, certificates, or other items required by any governmental, regulatory, or licensing body with respect to its operations at the Substation and on the Leased Premises.

X. TRANSFER OR UNUSABLE REMAINDER

A. Total, Substantial, or Unusable Remainder. If at any time during the term of this Lease:

(1) *Total or Substantial Taking.* Title to the whole or substantially all of the Leased Premises shall be transferred, this Lease shall terminate and expire on the date possession is transferred; or

(2) *Remainder Unusable for Purposes Leased.* Title to a substantial portion of the Leased Premises shall be transferred by Lessor, and the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for the purpose for which it was being used immediately prior to the event, then Lessee may, at its option, terminate this Lease within ninety (90) days after the transfer by serving upon Lessor at any time within said ninety (90) day period, a thirty (30) day written notice of Lessee's election to so terminate accompanied by a certificate of Lessee that the remaining part of the Leased Premises cannot feasibly be used or converted for use by Lessee for that purpose.

B. Partial Taking--Lease Continues. In the event of any taking of less than the whole or substantially all of the Leased Premises, the Term shall not be reduced or affected in any way. In that case, the parties shall confer in good faith to determine whether adjustments to the Base Rent and other terms hereof shall be made to restore the parties, to the greatest extent feasible, to their situation immediately prior to that partial taking, in light of their respective proportion of the value of the equipment on the Leased Premises.

C. Award Payments. In the event of a taking pursuant to any of the foregoing subsections, Lessor and Lessee shall work in good faith to divide the award according to their respective interests in the Leased Property, and if they are unable to reach agreement, the award shall be shared according to their *pro rata* interests, except awards with respect to personal property owned by each party shall belong to that party alone.

D. Rights of Participation. Each party shall have the right, at its own expense, to appear in and defend any condemnation proceeding regarding the Leased Premises and participate in any and all hearings, trials, and appeals therein.

E. Notice of Proceeding. In the event Lessor or Lessee shall receive notice of any proposed or pending condemnation proceedings affecting the Leased Premises, the party receiving the notice shall promptly notify the other party of the receipt and contents thereof.

F. Relocation Benefits. Lessee is not waiving any of its rights to any federal, state or local relocation benefits or assistance provided in connection with any condemnation or prospective condemnation action.

G. Covenant Not to Exercise Condemnation Powers. To the fullest extent permitted by law, Lessor agrees not to exercise its condemnation powers to acquire any or all of Lessor's interests in the Leased Premises or any of the Equipment, rights or other interests of Lessor therein.

XI. DESTRUCTION OF EQUIPMENT OR IMPROVEMENTS

If all or any portion of the Equipment or improvements constructed by Lessee on the Leased Premises should be destroyed by fire, flood or other casualty, then Lessee shall have the right to repair or replace those items at its own cost, except to the extent the damage was caused by Lessor or its Representatives.

XII. DEFAULT; REMEDIES

A. Each of the following shall constitute an Event of Default in breach of this Lease:

(1) A party shall fail to pay any amounts due hereunder on any day upon which the same is due, and the same shall not be paid within fifteen (15) days after written notice from the party to the other of that failure to pay;

(2) A party shall do or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of that party in this Lease contrary to any of the material covenants, agreements, terms or provisions of this Lease, or the party shall otherwise fail in the keeping or performance of any of the covenants, agreements, terms or provisions contained in this Lease which on the part or behalf of that party are to be kept or performed, and that party remains in violation sixty (60) days after receipt of written notice thereof from the other party; provided, however, that if the default cannot be reasonably corrected within a sixty (60) day period, then the party shall not be deemed in default if it has, within that sixty (60) day period, commenced to correct the default and diligently thereafter pursues the correction to completion, subject to an event of enforced delay (together with the period noted in subsection A(1) above, as applicable, a "Cure Period").

(3) An involuntary petition shall be filed against a party under any bankruptcy or insolvency law or under the reorganization provisions of any law of like import, or a receiver of or for the property of that party shall be appointed without the acquiescence of the other party, and that situation shall continue and shall remain undischarged or unstayed for an aggregate period of one hundred twenty (120) days;

(4) A party shall make an assignment of its property for the benefit of creditors or file a voluntary petition under any bankruptcy or insolvency law, or whenever any court of competent jurisdiction shall approve a petition filed by the party under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law of like import, or whenever a petition shall be filed by the party under the arrangement provisions of the United States Bankruptcy Code;

(5) A party shall abandon the Leased Premises prior to the termination of the Lease and not cure that abandonment within ninety (90) days of notice from the other party, provided;

B. Upon the occurrence of any Event of Default on the part of a party, as set forth in this Lease, and in addition to all other rights and remedies the other party may have under this Lease or under applicable law, the non-defaulting party shall have the following rights and remedies, but it shall not have any obligation to do so:

(1) It may enter into and upon the Leased Premises to do all things reasonably deemed necessary or desirable by that party to cure any Event of Default, and the defaulting party shall pay the non-defaulting party on demand all sums expended by it in curing or attempting to cure any such Event of Default, together with interest on those sums at the prime rate plus two percent (2%) per annum;

(2) It may continue this Lease in effect until it elects to terminate the Lease by written notice to the defaulting party, and the defaulting party shall remain liable to perform all of its obligations under this Lease, and the non-defaulting party may enforce all of its rights and remedies, including the right to recover all amounts and all other payments and charges payable hereunder to it as the same fall due. If the defaulting party abandons the Leased Premises or fails to maintain and protect the Leased

Premises as herein provided, the non-defaulting party may do all things necessary or appropriate to maintain, preserve and protect the Leased Premises. The defaulting party agrees to reimburse the non-defaulting party on demand for all amounts reasonably expended by it in maintaining, preserving and protecting the Leased Premises under this Section;

(3) Upon the occurrence of one or more of the Events of Default listed above, the non-defaulting party may at any time thereafter, but not after the default is cured, give written notice ("Second Notice") to the defaulting party specifying the Event(s) of Default and stating that this Lease and the Lease term hereby demised shall expire and terminate on the date specified in that notice, which shall be at least thirty (30) days after the giving of the Second Notice, and upon the date specified in the Second Notice, this Lease and the Term shall expire and terminate as of that date. The defaulting party shall pay all amounts due to the non-defaulting party, less any undisputed amounts it owes the defaulting party.

C. No right or remedy herein conferred upon or reserved to a party is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

XIII. NON-WAIVER

No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or conditions. Acceptance of rent by Lessor during a period in which Lessee is in default in any respect other than payment of rent shall not be deemed a waiver of the other default.

XIV. NOTICES

Any notice required to be given or which may be given hereunder shall be in writing, delivered in person, by overnight delivery service, or by certified mail, postage prepaid, return receipt requested, or email addressed to the party at the following address or at such other change of address as may, from time to time, be communicated to the other party in the same manner as notice hereunder is required to be given. The addresses of parties to which all notices are to be mailed are:

Lessor:

Village Administrator
Attn:
Village of Newton Falls
612 W. Broad Street
Newton Falls, OH 44444
Email: CityManager@newtonfallsoh.gov
Phone Number 330-872-0806

With a copy to:

Village Law Director
Attn: Jeff Limbian
Village of Newton Falls

612 W. Broad Street
Newton Falls, OH 44444
Email: Law@newtonfallsoh.gov
Phone Number 330-872-0806

Lessee:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Pamala M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa G. McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcAlister@amppartners.org

That notice shall be deemed given when personally delivered, on the delivery date if delivered via overnight delivery service, upon transmission if sent by e-mail before 5:00 p.m. local time of the recipient on a Business Day, or on the next Business Day if sent thereafter, or, if mailed in accordance with the provisions hereof, then five (5) Business Days following the deposit of the written notice in the United States mails. A "Business Day" is any day that is not a Saturday, Sunday or any day on which banks located in the State of Ohio are authorized or obligated to close.

XV. EASEMENTS

[RESERVED]

XVI. CONSTRUCTION OF TERMS

This Lease shall not be strictly construed either against the Lessor or the Lessee. The term "including" shall mean "including without limitation" regardless of whether so stated. Whenever reference is made to persons, unless the context otherwise requires, words denoting the singular number may, and where necessary shall, be construed as depicting plural number, and words of the plural number may, and where necessary shall, be construed as denoting the singular and words of one gender may, and where necessary shall, be construed as denoting another gender as is appropriate.

XVII. ASSIGNMENT, SUBLETTING

A. Transfers. Lessee may assign, mortgage, pledge, encumber, dispose, sublease, convey or transfer this Lease (a "Transfer") with the prior written consent of Lessor, provided however Lessee shall notify Lessor of such Transfer, in each instance; and provided that the assignee (other than a Lender or mortgagee) shall acquire all or substantially all of the Equipment or its replacements and the assignee shall have sufficient experience to continue fulfilling the obligations of Lessee herein.

XVIII. ENTIRE AGREEMENT

This Lease and the O&M Agreement and the exhibits attached to any of the foregoing set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises and this Lease, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth in those documents. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by each of them.

XIX. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

XX. BINDING EFFECT

All of the terms, covenants, conditions and provisions contained in this Lease shall be binding upon and shall inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns.

XXI. HEADINGS

As used herein, any section or paragraph headings or defined terms are for convenience only and are not to be used in the construction of the sections nor are they meant to limit or expand the content of the sections.

XXII. TIME OF THE ESSENCE

Time is of the essence of this Lease and each and every provision hereof.

XXIII. MEMORANDUM OF LEASE

This Lease shall not be recorded without the written consent of both parties. Concurrently with the execution of this Lease, the parties shall execute and cause to be recorded a Memorandum of Lease in the form attached hereto as Lease Exhibit B.

XXIV. ESTOPPEL CERTIFICATES

Lessor or Lessee, including Lessee's lender, may request, from time to time, a certificate from the other party, or a statement, within twenty (20) days of demand in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) the dates to which the Base Rent and other charges have been paid in advance, if any, (c) for any certificate by Lessee, Lessee acceptance and possession of the Leased Premises, (d) the commencement of the Term, (e) the Base Rent provided under the Lease, and (f) that the other party is not in default under this Lease (or if it claims a default, the nature thereof), (g) that the party claims no offsets against amounts owed to the other, and (h) other information as shall be reasonably necessary to establish the status of the tenancy created by this Lease. It is intended that any statement delivered pursuant to this Article may be relied upon by any prospective purchaser, or mortgage holder of the Leased Premises.

XXV. FORCE MAJEURE

If Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any acts required hereunder, other than the payment of Rent, by reason of a Force Majeure delay, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

XXVI. OPERATOR

To the extent that Lessee engages a third party other than Lessor (an "Operator") to operate, maintain, repair and replace the Equipment or to otherwise act with respect to the Leased Premises, the Operator may perform, on Lessee's behalf, any or all of the obligations of Lessee under this Lease, and Lessor agrees to accept performance of those obligations from the Operator as though the same were performed by Lessee.

XXVII. QUIET ENJOYMENT AND COOPERATION

A. Lessee, upon paying the Base Rent and all other charges owing under this Lease, and upon performing all of its obligations under this Lease, will peaceably and quietly enjoy its non-exclusive rights to access and occupy the Leased Premises, subject to the terms of this Lease. Lessee shall use commercially reasonable efforts to assure that its activities in connection with the Lease do not unreasonably interfere with the use by Lessor of the Substation or the Leased Premises or other assets not owned by Lessee, subject to Lessee's rights to maintain, service, repair and replace the Equipment at times it deems necessary or appropriate.

B. Each party shall execute further agreements or instruments reasonably requested by the other party to carry out the terms hereof and the other referenced agreements and the contemplated transactions.

XXVIII. GOVERNING LAW/DISPUTE RESOLUTION

A. This Lease shall be governed in all respects, including validity, interpretation and effect, by the internal Laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Ohio, except to the extent that portions hereof regulated by federal law shall be governed by that Law.

B. Subject to the provisions of subsection (C), each party hereby unconditionally and irrevocably, to the fullest extent permitted by law, (i) consents to jurisdiction in any legal proceeding arising out of or relating to this Lease, and agrees that any proceedings arising out of this Lease or any of those other agreements or transactions shall be brought and prosecuted exclusively in a state court of competent jurisdiction located in Trumbull County, Ohio, or, for federal court, located in Franklin County, Ohio, and any judgment obtained as a result thereof may be filed in any court of competent jurisdiction, (ii) submits to the *in personam* jurisdiction of those courts and waives and agrees not to assert in any proceeding before any of those forums, by way of motion, as a defense or otherwise, any claim that it is not subject to the *in personam* jurisdiction of any of those courts, and (iii) waives any objection that it may now or hereafter have to the laying of venue in any proceeding arising out of or relating to this Lease or those agreements or transactions brought in any of those forums and any claim that any proceeding brought in any of those forums has been brought in an inconvenient forum.

C. Unless otherwise provided pursuant to this Lease, all disputes between the parties shall be resolved, if possible, in accordance with the dispute resolution procedures below:

1. A Party asserting the existence of a dispute shall deliver a written dispute notice to the other Party, describing the nature and substance of the dispute and proposing a resolution of the dispute.
2. The Parties shall first attempt in good faith to resolve the dispute through negotiations by Party representatives, during the thirty (30) Business Days following delivery of the dispute notice, which period may be extended upon agreement of Parties. Should the Parties not reach an agreement, the Parties may mutually agree to utilize mediation upon mutually agreeable terms.
3. If a settlement is not achieved by the negotiations or mediation provided for above, either Party may bring an action in a court of competent jurisdiction as defined in the balance of this section.
4. Exception for Injunctive Relief. Notwithstanding the provisions set forth above in this Section, the requirement to submit disputes to negotiation shall not apply if, but only to the extent, that there exists an imminent threat

of irreparable injury to a Party and that Party seeks and obtains a temporary restraining order of preliminary injunction in an expedited court proceeding in response to such threat.

XXIX. NO PARTNERSHIP

Nothing in this Lease is intended or shall be construed to create any partnership, joint venture or similar relationship between Lessor or Lessee; and in no event shall either party take a position in any regulatory filing or tax return or other writing of any kind that a partnership, joint venture or other similar relationship exists. The parties do not intend to form or hold themselves out as a *de jure* or *de facto* partnership, joint venture or similar relationship, to share profits or losses, or to share any joint control over financial decisions or discretionary actions. Notwithstanding anything herein to the contrary, neither Lessor nor Lessee shall be prevented from exercising their respective rights or pursuing their remedies as owners of the Substation, Equipment, as applicable.

XXX. COUNTERPARTS

This Lease may be executed in counterparts and each of which shall be deemed to be an original, and together which shall constitute one instrument. Counterparts may be delivered by electronic means and shall be effective upon that delivery as if a signed original had been delivered at that time to the other party.

XXXI. LESSOR REPRESENTATIONS AND WARRANTIES

A. Lessor's Representations. Lessor hereby represents and warrants to Lessee that:

(1) Lessor has no actual knowledge of any existing physical conditions of the Leased Premises which would prevent Lessee's use of the Leased Premises for the purposes specified in this Lease, or which could, with the passage of time, or the giving of notice, constitute a violation of any currently applicable governmental law, ordinance, order, rule or regulation.

(2) The execution of this Lease will not constitute a violation of nor be in conflict with nor constitute a default under any term or provision of any agreement or instrument to which Lessor is a party or by which the Leased Premises or any part thereof is bound.

(3) Without having made any specific investigation thereof, and without undertaking to do so, Lessor has no actual knowledge of any applicable law, regulation, ordinance or order of any local, state or federal governmental authority having jurisdiction over the Leased Premises which would prohibit Lessee's development of the Leased Premises pursuant to this Lease. To the best of Lessor's knowledge, the Leased Premises is currently in material compliance with all governmental laws, ordinances, orders, rules and regulations applicable to the Leased Premises.

(4) To the best of Lessor's knowledge, neither the Leased Premises nor any part thereof violates any applicable Environmental Law. Without limiting the foregoing, except as disclosed in writing to Lessee, to the best of Lessor's knowledge no Hazardous

Materials have been disposed of on the Leased Premises or have been on the Leased Premises in violation of Environmental Laws and no underground storage tanks are located on or under the Leased Premises. "Environmental Law" means all laws of any governmental authority having jurisdiction over the Leased Premises addressing pollution or protection of the environment and all amendments to such laws and all regulations implementing any of the foregoing. "Hazardous Material" shall mean any hazardous substance, hazardous waste, toxic substance, petroleum-derived substance, waste or additive, asbestos, polychlorinated biphenyl (PCB), radioactive material, or other substance in any form regulated or restricted by or under any Environmental Law.

(5) Lessor warrants that Lessor holds a fee simple interest in the Leased Premises. During the Term of this Lease, Lessor covenants and agrees that neither Lessor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the use and enjoyment by Lessee of its rights granted by this Lease; or (ii) take any action which will interfere with or impair Lessee's access to the Leased Premises for the purposes specified in this Lease. Lessor further covenants that, to the best of Lessor's knowledge, there are no outstanding oral leases, oral purchase or oral sale agreements or other agreements or restrictions encumbering the Leased Premises.

(6) The representations and warranties set forth in this Section shall survive the execution and delivery hereof.

XXXII. EXHIBITS AND INCORPORATION

The following exhibits, which are attached hereto or are in the possession of the Lessor and Lessee, are incorporated herein by reference as though fully set forth:

Lease Exhibit "A"	Legal Description of Leased Premises
Lease Exhibit "B"	Memorandum of Ground Lease

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the day and year first above written.

LESSOR:

NEWTON FALLS, OHIO,

By: _____
Name:
Title: Village Administrator

STATE OF OHIO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2026, by _____ as the _____ of Newton Falls, Ohio, an Ohio municipal corporation, on behalf of that entity. No oath or affirmation was given in connection with this acknowledgement.

My commission expires: _____ Notary Public _____

LESSEE:

AMP TRANSMISSION, LLC,

By: _____
Name: Pamala M. Sullivan
Title: President

STATE OF OHIO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2026, by _____ the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on behalf of the corporation. No oath or affirmation was given in connection with this acknowledgement.

My commission expires: _____ Notary Public _____

LEASE EXHIBIT A
Legal Description of the Leased Premises

That certain real property situated in the State of Ohio, County of Trumbull, more particularly described as follows:

Warren Road Substation:

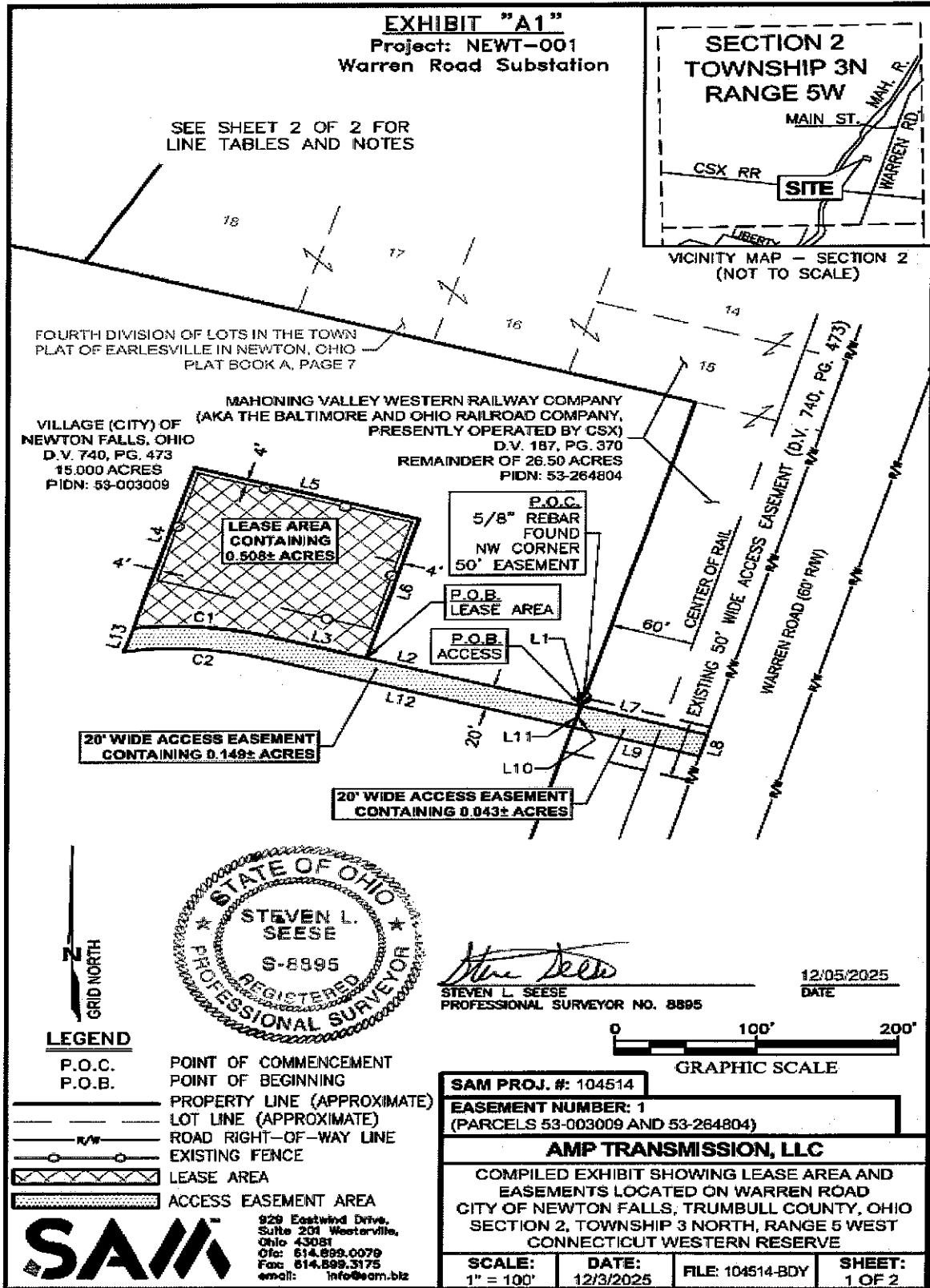


EXHIBIT "A1"
Project: NEWT-001
Warren Road Substation

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S16°22'29"W	7.50'
L2	N73°59'12"W	157.15'
L3	N73°59'12"W	70.18'
L4	N16°41'47"E	150.22'
L5	S73°31'18"E	164.47'
L6	S16°19'24"W	129.92'
L7	S73°59'12"E	93.39'
L8	S16°12'08"W	20.00'
L9	N73°59'12"W	93.45'
L10	N16°22'29"E	20.00'
L11	S16°22'29"W	20.00'
L12	N73°59'12"W	227.21'
L13	N16°41'47"E	21.93'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	022°29'03"	249.38'	97.86'	N85°13'43"W	97.24'
C2	024°38'24"	229.38'	98.64'	N86°18'24"W	97.89'

NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AMP TRANSMISSION, LLC FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE BOUNDARY SURVEY OF THE PROPERTY. PROPERTY INFORMATION AS SHOWN HEREON IS COMPILED FROM DEEDS AND PLATS OF RECORD WITH LIMITED FIELD TIES TO ESTABLISH BOUNDARY LINES. ROAD RIGHT OF WAY WIDTHS ARE SHOWN PER RECORDED PLATS.

LAND OWNERSHIP INFORMATION IS BASED ON PUBLIC RECORD AT TIME OF SURVEY AND IS SUBJECT TO CHANGE.

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83)

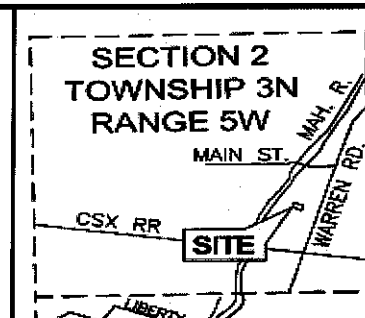


929 Eastwind Drive,
 Suite 201 Westerville,
 Ohio 43081
 Ofc: 614.899.0079
 Fax: 614.899.3175
 email: info@sam.biz

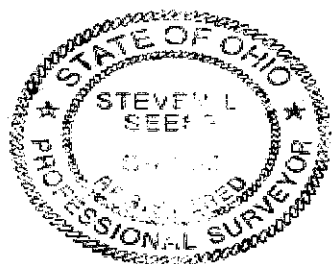
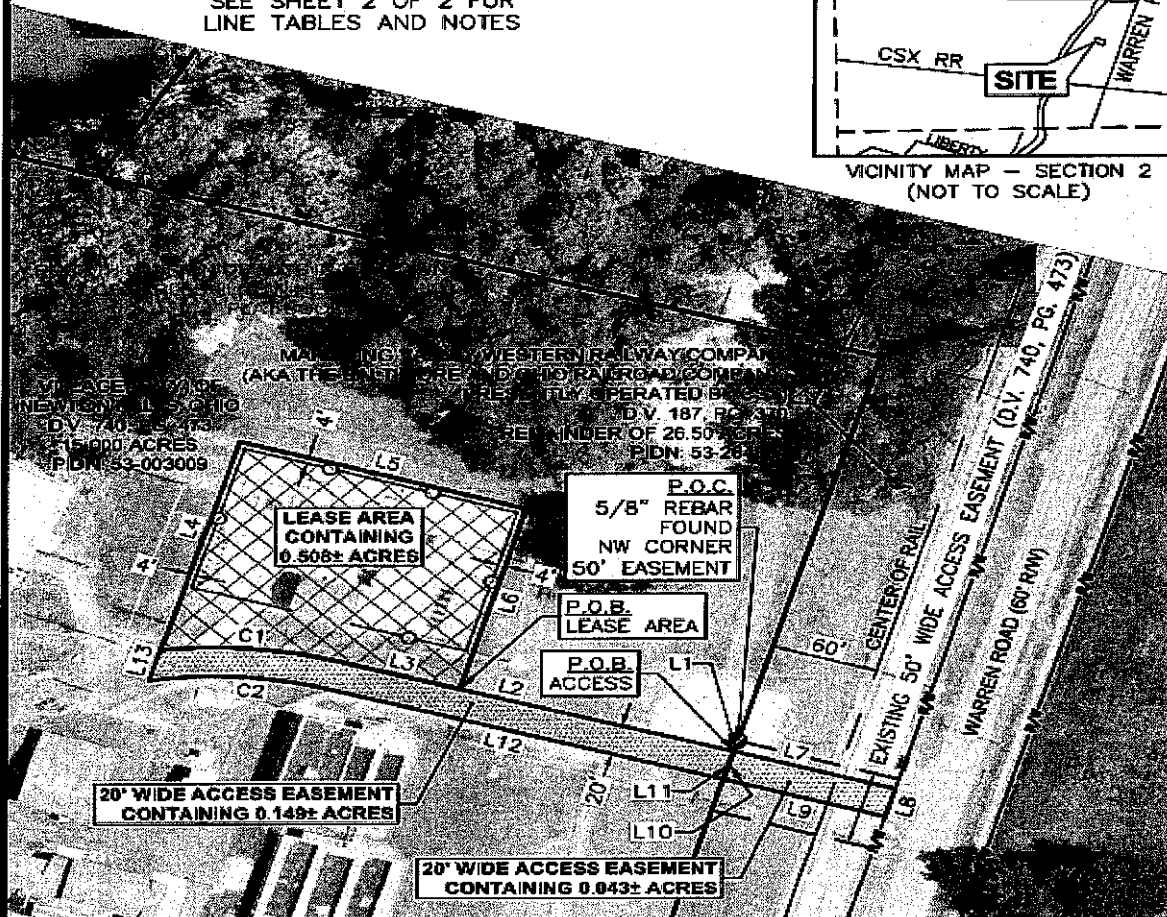
SAM PROJ. #: 104514		
EASEMENT NUMBER: 1 (PARCELS 53-003009 AND 53-264804)		
AMP TRANSMISSION, LLC		
COMPILED EXHIBIT SHOWING LEASE AREA AND EASEMENTS LOCATED ON WARREN ROAD CITY OF NEWTON FALLS, TRUMBULL COUNTY, OHIO SECTION 2, TOWNSHIP 3 NORTH, RANGE 5 WEST CONNECTICUT WESTERN RESERVE		
DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 2 OF 2

EXHIBIT "A1"
WITH IMAGERY
 Project: NEWT-001
 Warren Road Substation

SEE SHEET 2 OF 2 FOR
 LINE TABLES AND NOTES



VICINITY MAP - SECTION 2
 (NOT TO SCALE)



Steven L. Seese
 STEVEN L. SEESE
 PROFESSIONAL SURVEYOR NO. 8895

12/05/2025
 DATE

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PROPERTY LINE (APPROXIMATE)
- LOT LINE (APPROXIMATE)
- R/W ROAD RIGHT-OF-WAY LINE
- EXISTING FENCE
- LEASE AREA
- ACCESS EASEMENT AREA



SAM PROJ. #: 104514			
EASEMENT NUMBER: 1 (PARCELS 53-003009 AND 53-264804)			
AMP TRANSMISSION, LLC			
COMPILED EXHIBIT SHOWING LEASE AREA AND EASEMENTS LOCATED ON WARREN ROAD CITY OF NEWTON FALLS, TRUMBULL COUNTY, OHIO SECTION 2, TOWNSHIP 3 NORTH, RANGE 5 WEST CONNECTICUT WESTERN RESERVE			
SCALE: 1" = 100'	DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 1 OF 2



929 Eastwind Drive,
 Suite 201 Westerville,
 Ohio 43081
 Ofc: 614.899.0079
 Fax: 614.899.3175
 email: info@sam.biz

EXHIBIT "A1"
WITH IMAGERY
Project: NEWT-001
Warren Road Substation

LINE TABLE		
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NOTES:

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BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83)



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 Suite 201 Westerville,
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SAM PROJ. #: 104514		
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DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 2 OF 2

Exhibit "B1"
Project: NEWT-001
Warren Road Substation

December 3, 2025

Legal Description – 0.508 Ac. Lease Area
City of Newton Falls, Trumbull County, Ohio;

Situated in Section 2, Township 3 North, Range 5 West of the Connecticut Western Reserve, in the City of Newton Falls, State of Ohio, being part of that parcel of land granted to the Village (now City) of Newton Falls, Ohio by Deed Volume 740, Page 473 (15.000 acres, PIDN: 53-003009), said lease area being more particularly described as follows:

Commencing for reference at a 5/8 inch rebar found at the Northwest corner of a 50 foot wide access easement granted to said City of Newton Falls by said Deed Volume 740, Page 473, on the easterly line of said 15.000 acre parcel;

Thence along the easterly line of said 15.000 acre parcel, **(L1)** South 16°22'29" West, a distance of 7.50 feet to the northerly line of an access easement hereinafter described;

Thence along the northerly line of said access easement, **(L2)** North 73°59'12" West, a distance of 157.15 feet to the true **Point of Beginning**;

Thence continuing along the northerly edge of said access drive, the following two (2) courses:

L3) North 73°59'12" West, a distance of 70.18 feet;

C1) along a curve to the left having a radius of 249.38 feet, a delta angle of 22°29'03", an arc length of 97.86, a chord bearing of North 85°13'43" West, and a chord length of 97.24 feet;

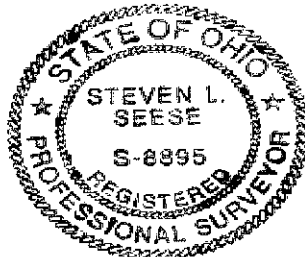
Thence leaving said access road and continuing through said 15.000 acre parcel, the following three (3) courses:

L4) North 16°41'47" East, a distance of 150.22 feet;

L5) South 73°31'18" East, a distance of 164.47 feet;

L6) South 16°19'24" West, a distance of 129.92 feet to the **Point of Beginning**.

Containing **0.508 acres** of land, more or less, and subject to existing easements and rights of way. Bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83(2011). Based on a survey performed by SAM Companies November 24, 2025, and overseen by Steven L. Seese, Professional Surveyor No. 8895.

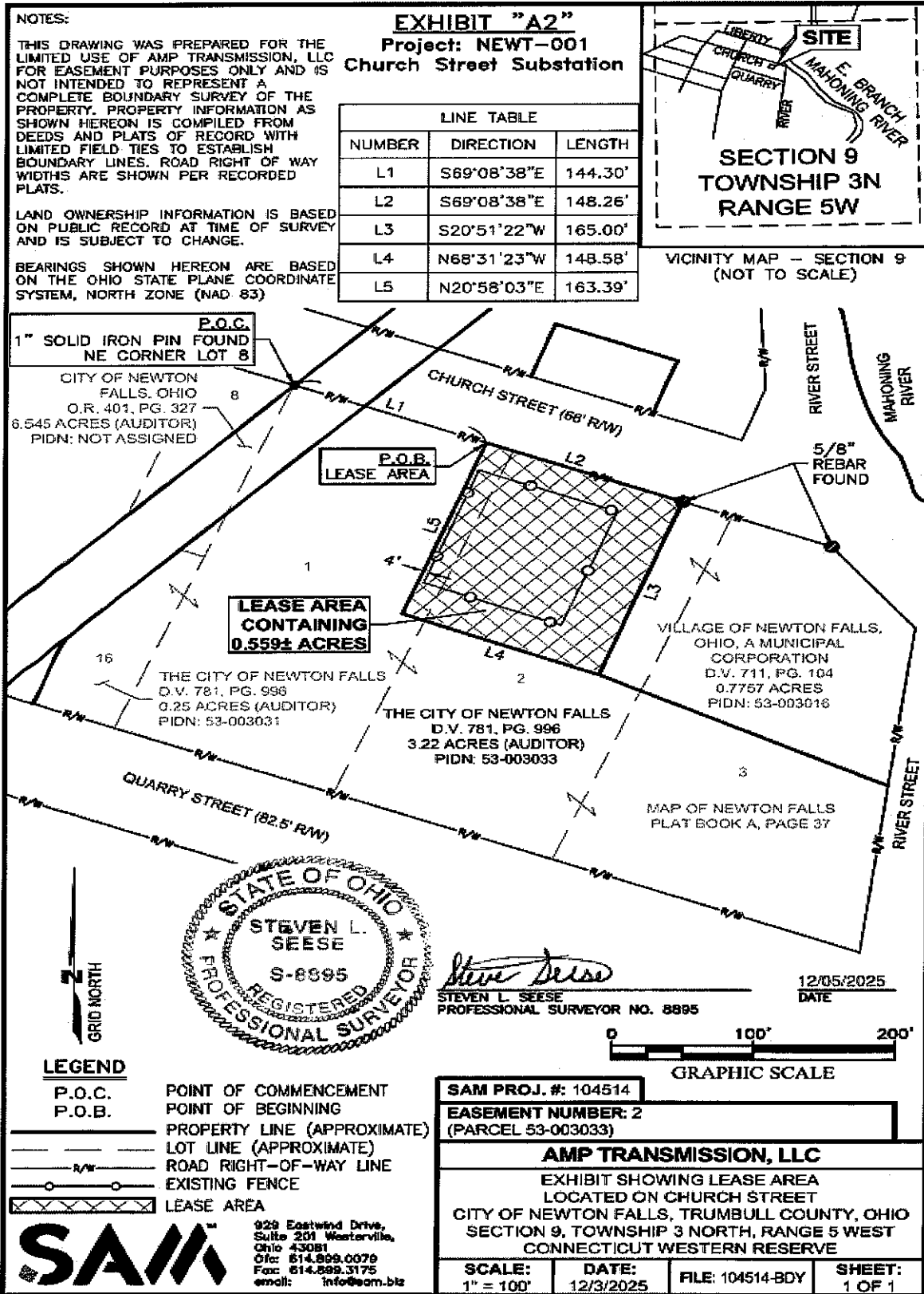


STEVEN L. SEESE
PROFESSIONAL SURVEYOR NO. 8895

12/05/2025

DATE

Church Street Substation:



NOTES:

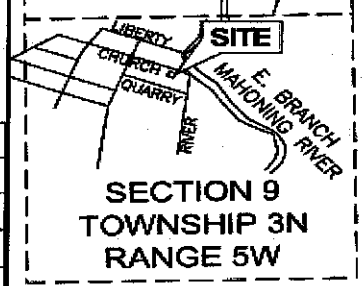
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LAND OWNERSHIP INFORMATION IS BASED ON PUBLIC RECORD AT TIME OF SURVEY AND IS SUBJECT TO CHANGE.

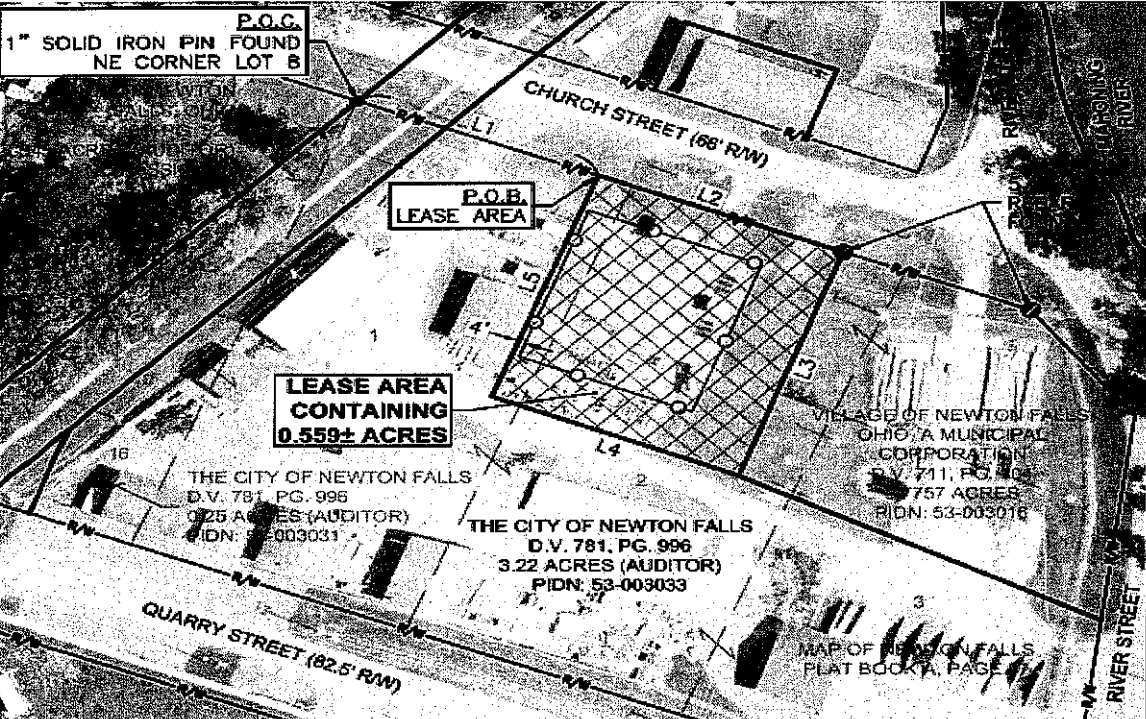
BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83)

**EXHIBIT "A2"
WITH IMAGERY
Project: NEWT-001
Church Street Substation**

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S69°08'38"E	144.30'
L2	S69°08'38"E	148.26'
L3	S20°51'22"W	165.00'
L4	N68°31'23"W	148.58'
L5	N20°58'03"E	163.39'



VICINITY MAP - SECTION 9
(NOT TO SCALE)



1" SOLID IRON PIN FOUND
NE CORNER LOT 6

P.O.C.

P.O.B.
LEASE AREA

LEASE AREA CONTAINING
0.559± ACRES

THE CITY OF NEWTON FALLS
D.V. 781, PG. 996
0.25 ACRES (AUDITOR)
PIDN: 53-003031

THE CITY OF NEWTON FALLS
D.V. 781, PG. 996
3.22 ACRES (AUDITOR)
PIDN: 53-003033

VILLAGE OF NEWTON FALLS
OHIO/A MUNICIPAL CORPORATION
D.V. 711, PG. 100
0.757 ACRES
PIDN: 53-003016

MAP OF NEWTON FALLS
PLAT BOOK A, PAGE 14

GRID NORTH

STATE OF OHIO
STEVEN L. SEESE
PROFESSIONAL SURVEYOR

Steven L. Seese

STEVEN L. SEESE
PROFESSIONAL SURVEYOR NO. 8895

12/05/2025
DATE

0 100' 200'
GRAPHIC SCALE

- LEGEND**
- P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - PROPERTY LINE (APPROXIMATE)
 - LOT LINE (APPROXIMATE)
 - R/W ROAD RIGHT-OF-WAY LINE
 - EXISTING FENCE
 - LEASE AREA

SAM

929 Eastwind Drive,
Suite 201 Westerville,
Ohio 43081
Ofc: 614.899.0078
Fax: 614.899.3175
email: info@sam.biz

SAM PROJ. #: 104514

EASEMENT NUMBER: 2
(PARCEL 53-003033)

AMP TRANSMISSION, LLC
EXHIBIT SHOWING LEASE AREA
LOCATED ON CHURCH STREET
CITY OF NEWTON FALLS, TRUMBULL COUNTY, OHIO
SECTION 9, TOWNSHIP 3 NORTH, RANGE 5 WEST
CONNECTICUT WESTERN RESERVE

SCALE: 1" = 100'	DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 1 OF 1
----------------------------	---------------------------	-------------------------	-------------------------

Exhibit "B2"
Project: NEWT-001
Church Street Substation

December 3, 2025

Legal Description – 0.559 Ac. Lease Area
City of Newton Falls, Trumbull County, Ohio;

Situated in Section 9, Township 3 North, Range 5 West of the Connecticut Western Reserve, in the City of Newton Falls, State of Ohio, being part of that parcel of land granted to the City of Newton Falls by Deed Volume 781, Page 996 (3.22 acres, PIDN: 53-003033), being portions of lots 1, 2, and 3 in Great Lot or Block No. 59 and lots 8 and 16 in Great Lot or Block No. 60, as shown on the Map of Newton Falls as recorded in Plat Book A, Page 37, said lease area being more particularly described as follows:

Commencing for reference at a 1 inch solid iron pin found at the northeast corner of said lot 8, on the northwesterly line of a former railroad parcel granted to the City of Newton Falls, Ohio by Official Record 401, Page 327, and on the southerly right-of-way line of Church Street (66 foot wide right-of-way);

Thence along the southerly right-of-way line of said Church Street, **(L1)** South 69°08'38" East, a distance of 144.30 feet to the true **Point of Beginning**;

Thence continuing along the said southerly right-of-way line, **(L2)** South South 69°08'38" East, a distance of 148.26 feet to a 5/8 inch rebar found at the northwest corner of a 0.7757 acre parcel granted to Village of Newton Falls, Ohio, a Municipal Corporation, by Deed Volume 711, Page 104;

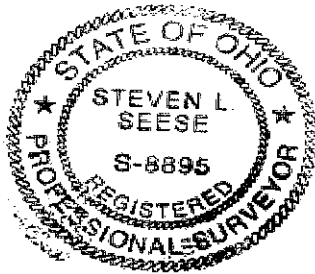
Thence along the westerly line of said 0.7757 acre parcel, **(L3)** South 20°51'22" West, a distance of 165.00 feet to the southwest corner of said 0.7757 acre parcel;

Thence through said 3.22 acre parcel, the following two (2) courses:

L4) North 68°31'23" West, a distance of 148.58 feet;

L5) North 20°58'03" East, a distance of 163.39 feet to the **Point of Beginning**.

Containing **0.559 acres** of land, more or less, and subject to existing easements and rights of way. Bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83(2011). Based on a survey performed by SAM Companies November 26, 2025, and overseen by Steven L. Seese, Professional Surveyor No. 8895.



STEVEN L. SEESE
PROFESSIONAL SURVEYOR NO. 8895

12/05/2025

DATE

Milton Road Substation:

Situated in the Township of Newton, County of Trumbull, and State of Ohio, and known as being part of Section 13 in said township and further bounded and described as follows:

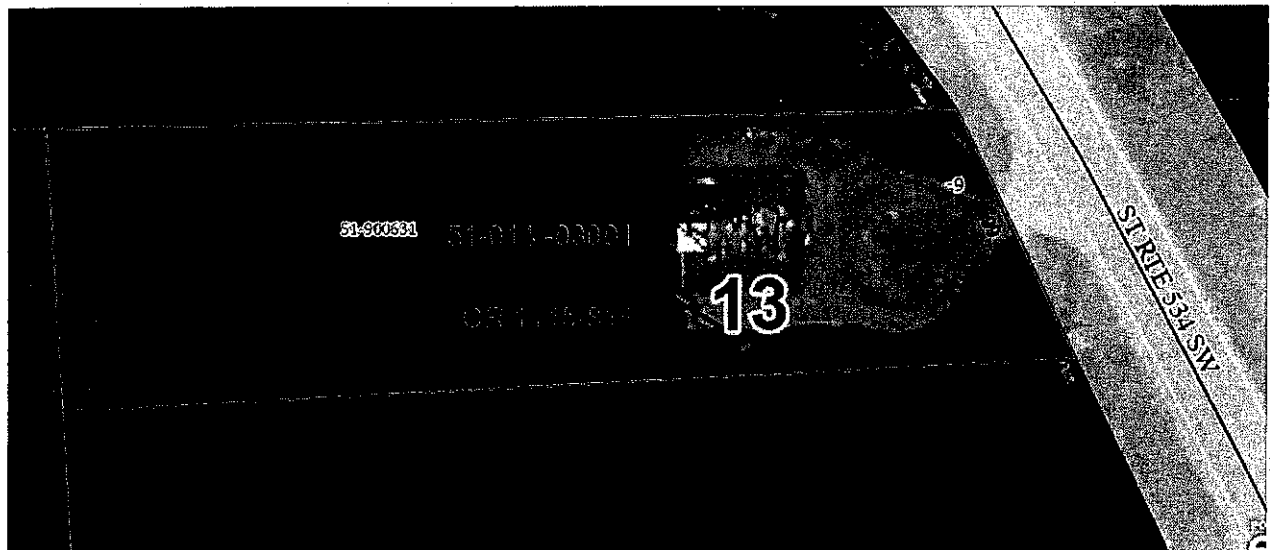
Beginning at a point on the west line of State Route 534 at its intersection with the south line of land conveyed to R. Taylor by deed recorded in Volume 1052, Page 629 of Trumbull County Record of Deeds;

Thence along the west line of said State Route 534 and along the arc of a curve to the right, said curve having a radius of 2824.79 feet, a central angle of 2° 01' 42", a chord of 99.99 feet bearing South 27° 10' 04" East, a total arc distance of 100.00 feet to a 5/8" capped rebar set;

Thence South 89° 31' 18" West, a distance of 355.45 feet to a 5/8" capped rebar set;

Thence North 2° 17' 35" West, a distance of 100.00 feet to an iron pin found on the south line of said Taylor's land;

Thence South 88° 32' 30" East, along said south line of Taylor's land, a distance of 313.88 feet to a point and the true place of beginning and containing therein 0.7247 acres of land as surveyed in May, 1997 by Jerry W. Daniel, Registered Surveyor No. 6222.



Warren Road Metering Substation:



LEASE EXHIBIT B
Memorandum of Lease

PREPARED BY AND WHEN RECORDED MAIL TO:

AMP Transmission, LLC
Attn: Lisa McAlister, Esq.
1111 Schrock Road, Suite 100
Columbus, OH 43229

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE is entered into this 1st day of April, 2026 (the "Commencement Date"), by and between the Village of Newton Falls, Ohio, an Ohio municipal corporation, as "Lessor" (having an office at 612 W. Broad Street, Newton Falls, Ohio 44444), and AMP Transmission, LLC, an Ohio non-profit corporation, as "Lessee" (having an office at 1111 Schrock Road, Suite 100, Columbus, Ohio 43229), with reference to the following facts:

A. Lessor and Lessee have entered into a Ground Lease also dated as of the 1st day of April, 2026 (the "Lease"). Under the Lease, Lessee is leasing from Lessor that certain real property located in Trumbull County, Ohio and more particularly described on Exhibit A attached hereto and made a part hereof by reference (the "Leased Premises").

B. Lessor and Lessee desire to provide record evidence of Lessee's leasehold interest in the Leased Premises.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in the Lease, and in this Memorandum of Ground Lease, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. The terms, provisions, covenants, conditions and agreements set forth in the Lease are by this reference incorporated herein.

The term of the Lease began on the "Commencement Date" and shall continue until December 31, 2076, unless sooner terminated or extended, as provided in the Lease. At Lessee's option, which may be exercised by Lessee in writing at least 180 days prior to the expiration of the Initial Term, Lessee may extend the term of this Lease for an additional twenty-year term, commencing with the expiration of the Initial Term (the "Extended Term" and collectively with the Initial Term, the "Term"). If the lease is extended, the Parties agree to file a memoranda of extension.

2. In addition to those terms referenced above, the Lease contains numerous other terms, covenants, conditions and provisions which affect the Leased Premises, and

notice is hereby given that reference should be had to the Lease directly with respect to those terms, covenants, conditions and provisions. Copies of the Lease are maintained

at the offices of Lessor and Lessee, as set forth above. This Memorandum of Ground Lease does not alter, amend, modify or change the Lease in any respect, is executed for recording purposes only, is not intended to be a summary of the Lease, and is subject to the terms of the Lease. In the event of conflict between this Memorandum and the Lease, the Lease shall control.

3. This Memorandum shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum as of the day and year first above written.

LESSOR: **NEWTON FALLS, OHIO,**

By: _____
Name: _____
Title: Village Administrator

STATE OF Ohio)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ as the _____ of Newton Falls, Ohio, an Ohio municipal corporation, on behalf of that entity. No oath or affirmation was given in connection with this acknowledgement.

My commission expires: _____ Notary Public _____

LESSEE:

AMP TRANSMISSION, LLC,

By: _____

Name: Pamala M. Sullivan

Title: President

STATE OF _____)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ___ day of _____ 2026, by _____ the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on behalf of the corporation. No oath or affirmation was given in connection with this acknowledgement.

Notary Public

My commission expires: _____

Memorandum Exhibit A
Legal Description of the Leased Premises

That certain real property situated in the State of Ohio, County of Trumbull, more particularly described as follows:

Warren Road Substation:

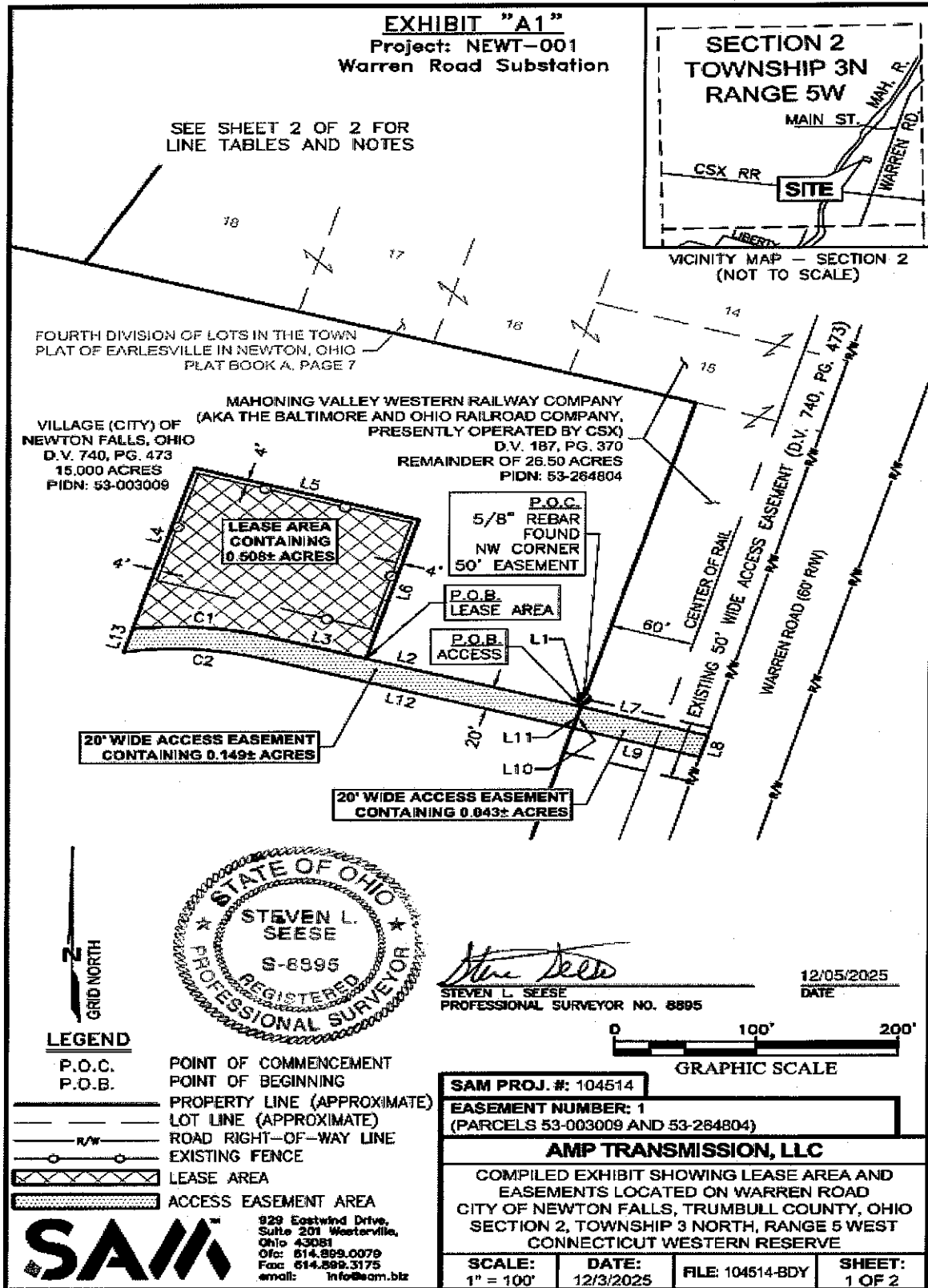


EXHIBIT "A1"
Project: NEWT-001
Warren Road Substation

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S16°22'29"W	7.50'
L2	N73°59'12"W	157.15'
L3	N73°59'12"W	70.18'
L4	N16°41'47"E	150.22'
L5	S73°31'18"E	164.47'
L6	S16°19'24"W	129.92'
L7	S73°59'12"E	93.39'
L8	S16°12'08"W	20.00'
L9	N73°59'12"W	93.45'
L10	N16°22'29"E	20.00'
L11	S16°22'29"W	20.00'
L12	N73°59'12"W	227.21'
L13	N16°41'47"E	21.93'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	022°29'03"	249.38'	97.86'	N85°13'43"W	97.24'
C2	024°38'24"	229.38'	98.64'	N86°18'24"W	97.89'

NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AMP TRANSMISSION, LLC FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE BOUNDARY SURVEY OF THE PROPERTY. PROPERTY INFORMATION AS SHOWN HEREON IS COMPILED FROM DEEDS AND PLATS OF RECORD WITH LIMITED FIELD TIES TO ESTABLISH BOUNDARY LINES. ROAD RIGHT OF WAY WIDTHS ARE SHOWN PER RECORDED PLATS.

LAND OWNERSHIP INFORMATION IS BASED ON PUBLIC RECORD AT TIME OF SURVEY AND IS SUBJECT TO CHANGE.

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83)

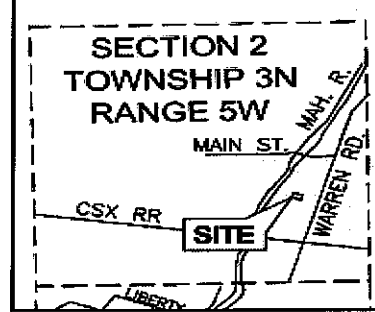


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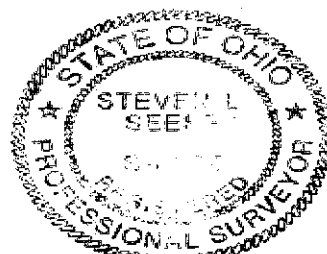
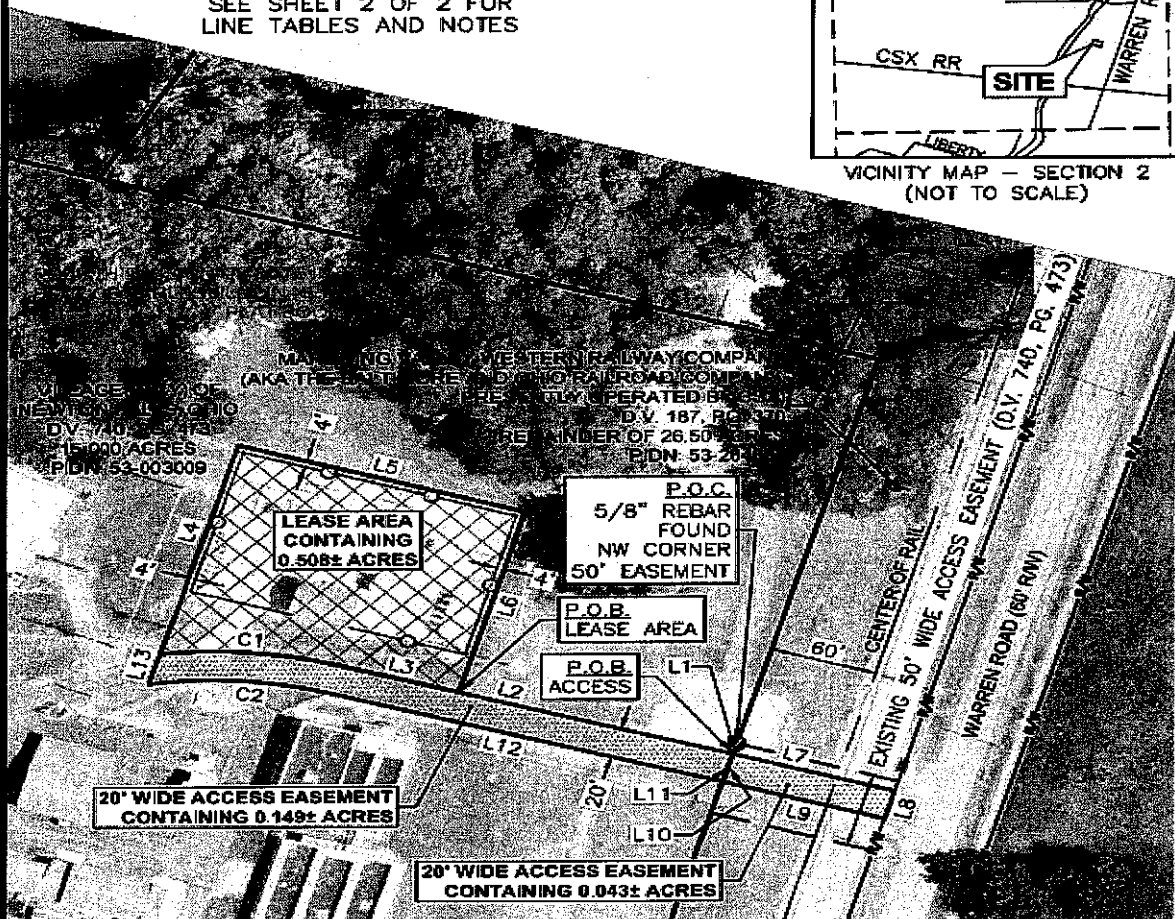
SAM PROJ. #: 104514		
EASEMENT NUMBER: 1 (PARCELS 53-003009 AND 53-264804)		
AMP TRANSMISSION, LLC		
COMPILED EXHIBIT SHOWING LEASE AREA AND EASEMENTS LOCATED ON WARREN ROAD CITY OF NEWTON FALLS, TRUMBULL COUNTY, OHIO SECTION 2, TOWNSHIP 3 NORTH, RANGE 5 WEST CONNECTICUT WESTERN RESERVE		
DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 2 OF 2

EXHIBIT "A1"
WITH IMAGERY
 Project: NEWT-001
 Warren Road Substation

SEE SHEET 2 OF 2 FOR
 LINE TABLES AND NOTES



VICINITY MAP - SECTION 2
 (NOT TO SCALE)



Steven L. Seese
 STEVEN L. SEESE
 PROFESSIONAL SURVEYOR NO. 8895

12/05/2025
 DATE

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- — — — — PROPERTY LINE (APPROXIMATE)
- — — — — LOT LINE (APPROXIMATE)
- R/W — ROAD RIGHT-OF-WAY LINE
- — — — — EXISTING FENCE
- ▨ LEASE AREA
- ▨ ACCESS EASEMENT AREA



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SCALE: 1" = 100'	DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 1 OF 2

EXHIBIT "A1"
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Project: NEWT-001
Warren Road Substation

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L8	S16°12'08"W	20.00'
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SAM PROJ. #: 104514		
EASEMENT NUMBER: 1 (PARCELS 53-003009 AND 53-264804)		
AMP TRANSMISSION, LLC		
COMPILED EXHIBIT SHOWING LEASE AREA AND EASEMENTS LOCATED ON WARREN ROAD CITY OF NEWTON FALLS, TRUMBULL COUNTY, OHIO SECTION 2, TOWNSHIP 3 NORTH, RANGE 5 WEST CONNECTICUT WESTERN RESERVE		
DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 2 OF 2

Exhibit "B1"
Project: NEWT-001
Warren Road Substation

December 3, 2025

Legal Description – 0.508 Ac. Lease Area
City of Newton Falls, Trumbull County, Ohio;

Situated in Section 2, Township 3 North, Range 5 West of the Connecticut Western Reserve, in the City of Newton Falls, State of Ohio, being part of that parcel of land granted to the Village (now City) of Newton Falls, Ohio by Deed Volume 740, Page 473 (15.000 acres, PIDN: 53-003009), said lease area being more particularly described as follows:

Commencing for reference at a 5/8 inch rebar found at the Northwest corner of a 50 foot wide access easement granted to said City of Newton Falls by said Deed Volume 740, Page 473, on the easterly line of said 15.000 acre parcel;

Thence along the easterly line of said 15.000 acre parcel, **(L1)** South 16°22'29" West, a distance of 7.50 feet to the northerly line of an access easement hereinafter described;

Thence along the northerly line of said access easement, **(L2)** North 73°59'12" West, a distance of 157.15 feet to the true **Point of Beginning**;

Thence continuing along the northerly edge of said access drive, the following two (2) courses:

L3) North 73°59'12" West, a distance of 70.18 feet;

C1) along a curve to the left having a radius of 249.38 feet, a delta angle of 22°29'03", an arc length of 97.86, a chord bearing of North 85°13'43" West, and a chord length of 97.24 feet;

Thence leaving said access road and continuing through said 15.000 acre parcel, the following three (3) courses:

L4) North 16°41'47" East, a distance of 150.22 feet;

L5) South 73°31'18" East, a distance of 164.47 feet;

L6) South 16°19'24" West, a distance of 129.92 feet to the **Point of Beginning**.

Containing **0.508 acres** of land, more or less, and subject to existing easements and rights of way. Bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83(2011). Based on a survey performed by SAM Companies November 24, 2025, and overseen by Steven L. Seese, Professional Surveyor No. 8895.

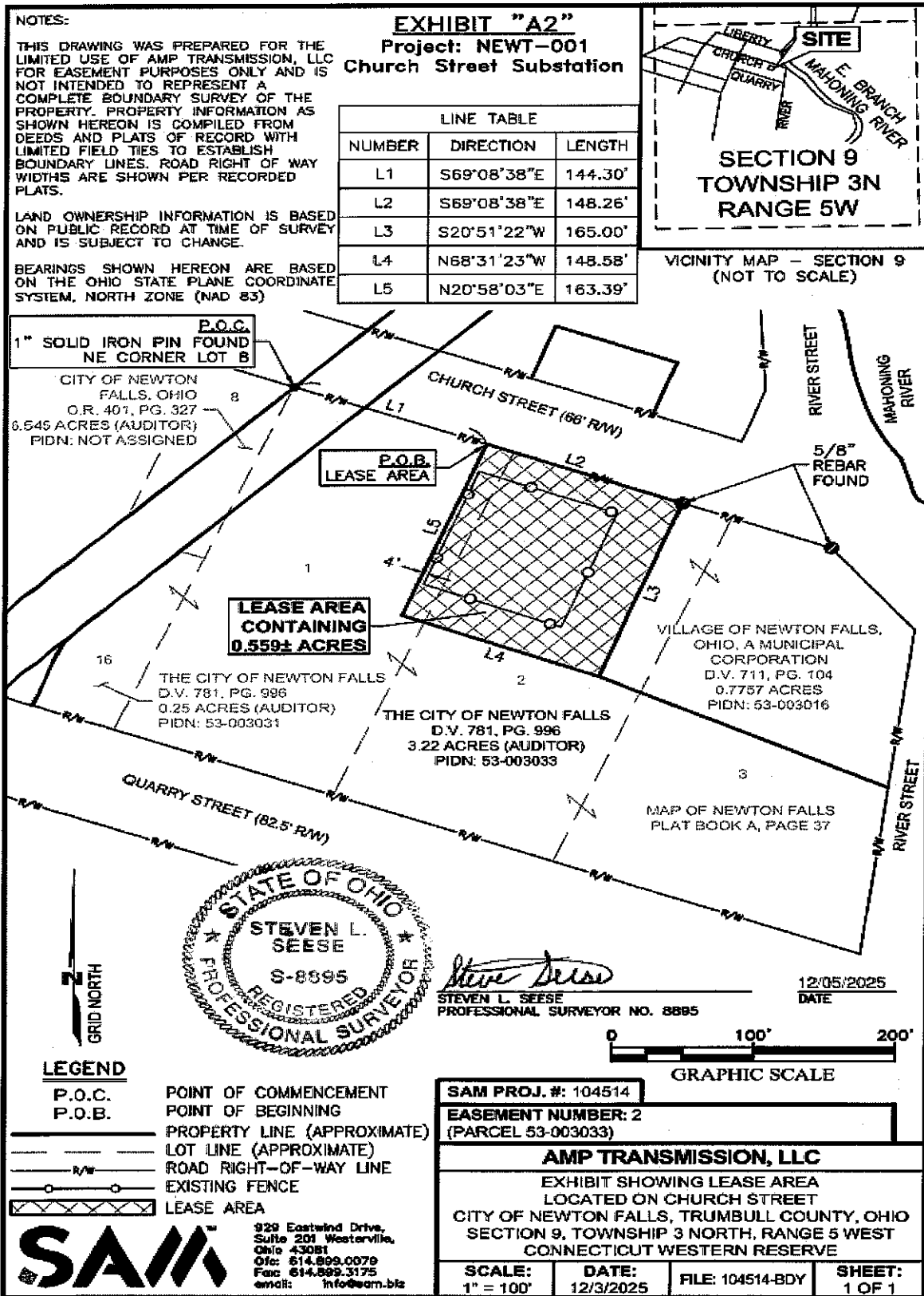


STEVEN L. SEESE
PROFESSIONAL SURVEYOR NO. 8895

12/05/2025

DATE

Church Street Substation:



NOTES:

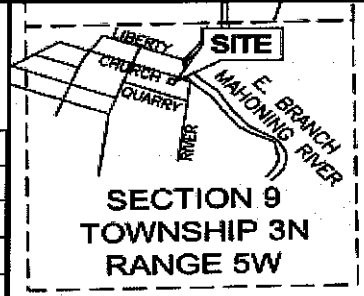
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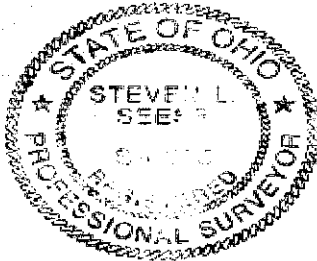
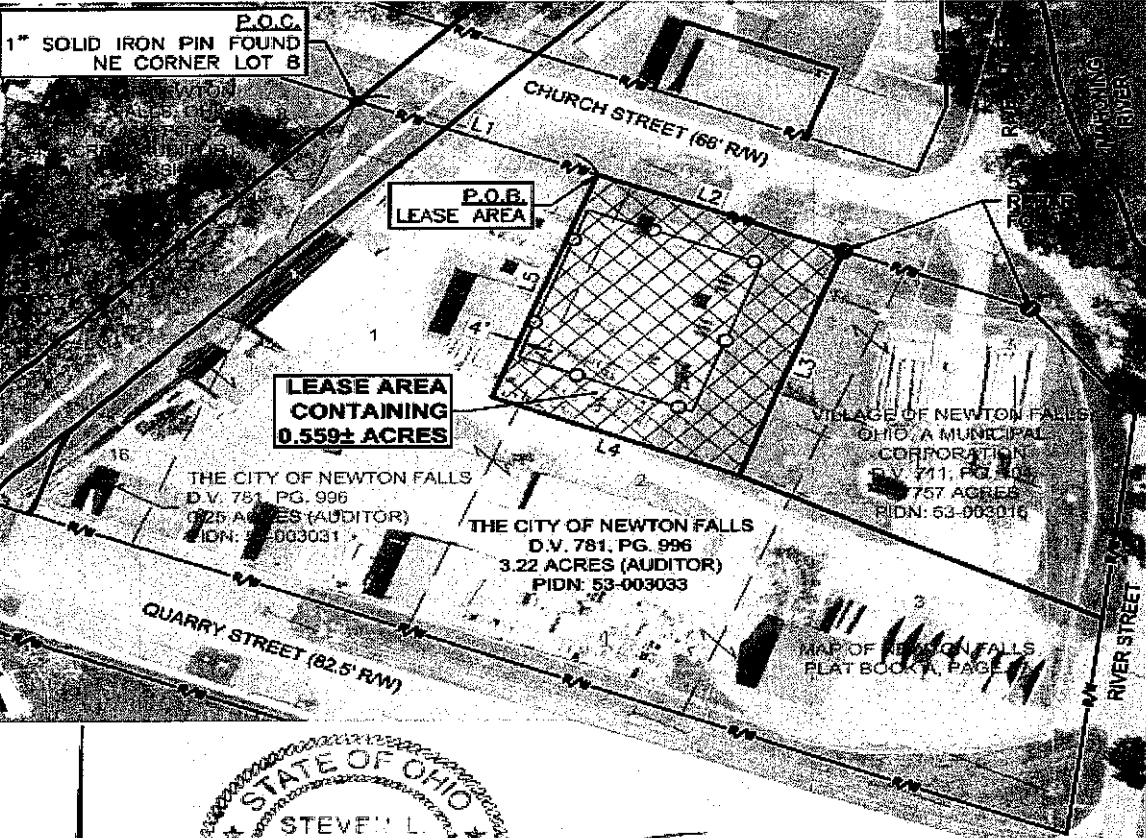
BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83)

**EXHIBIT "A2"
WITH IMAGERY
Project: NEWT-001
Church Street Substation**

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S69°08'38"E	144.30'
L2	S69°08'38"E	148.26'
L3	S20°51'22"W	165.00'
L4	N68°31'23"W	148.58'
L5	N20°58'03"E	163.39'



VICINITY MAP - SECTION 9
(NOT TO SCALE)



Steven L. Seese
STEVEN L. SEESE

PROFESSIONAL SURVEYOR NO. 8895

12/05/2025
DATE



GRAPHIC SCALE

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- PROPERTY LINE (APPROXIMATE)
- LOT LINE (APPROXIMATE)
- ROAD RIGHT-OF-WAY LINE
- EXISTING FENCE
- LEASE AREA



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email: info@eam.biz

SAM PROJ. #: 104514			
EASEMENT NUMBER: 2 (PARCEL 53-003033)			
AMP TRANSMISSION, LLC			
EXHIBIT SHOWING LEASE AREA LOCATED ON CHURCH STREET CITY OF NEWTON FALLS, TRUMBULL COUNTY, OHIO SECTION 9, TOWNSHIP 3 NORTH, RANGE 5 WEST CONNECTICUT WESTERN RESERVE			
SCALE: 1" = 100'	DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 1 OF 1

Exhibit "B2"
Project: NEWT-001
Church Street Substation

December 3, 2025

Legal Description – 0.559 Ac. Lease Area
City of Newton Falls, Trumbull County, Ohio;

Situated in Section 9, Township 3 North, Range 5 West of the Connecticut Western Reserve, in the City of Newton Falls, State of Ohio, being part of that parcel of land granted to the City of Newton Falls by Deed Volume 781, Page 996 (3.22 acres, PIDN: 53-003033), being portions of lots 1, 2, and 3 in Great Lot or Block No. 59 and lots 8 and 16 in Great Lot or Block No. 60, as shown on the Map of Newton Falls as recorded in Plat Book A, Page 37, said lease area being more particularly described as follows:

Commencing for reference at a 1 inch solid iron pin found at the northeast corner of said lot 8, on the northwesterly line of a former railroad parcel granted to the City of Newton Falls, Ohio by Official Record 401, Page 327, and on the southerly right-of-way line of Church Street (66 foot wide right-of-way);

Thence along the southerly right-of-way line of said Church Street, **(L1)** South 69°08'38" East, a distance of 144.30 feet to the true **Point of Beginning**;

Thence continuing along the said southerly right-of-way line. **(L2)** South South 69°08'38" East, a distance of 148.26 feet to a 5/8 inch rebar found at the northwest corner of a 0.7757 acre parcel granted to Village of Newton Falls, Ohio, a Municipal Corporation, by Deed Volume 711, Page 104;

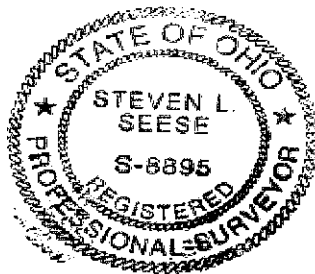
Thence along the westerly line of said 0.7757 acre parcel, **(L3)** South 20°51'22" West, a distance of 165.00 feet to the southwest corner of said 0.7757 acre parcel;

Thence through said 3.22 acre parcel, the following two (2) courses:

L4) North 68°31'23" West, a distance of 148.58 feet;

L5) North 20°58'03" East, a distance of 163.39 feet to the **Point of Beginning**.

Containing **0.559 acres** of land, more or less, and subject to existing easements and rights of way. Bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83(2011). Based on a survey performed by SAM Companies November 26, 2025, and overseen by Steven L. Seese, Professional Surveyor No. 8895.



STEVEN L. SEESE
PROFESSIONAL SURVEYOR NO. 8895

12/05/2025

DATE

Milton Road Substation:

Situated in the Township of Newton, County of Trumbull, and State of Ohio, and known as being part of Section 13 in said township and further bounded and described as follows:

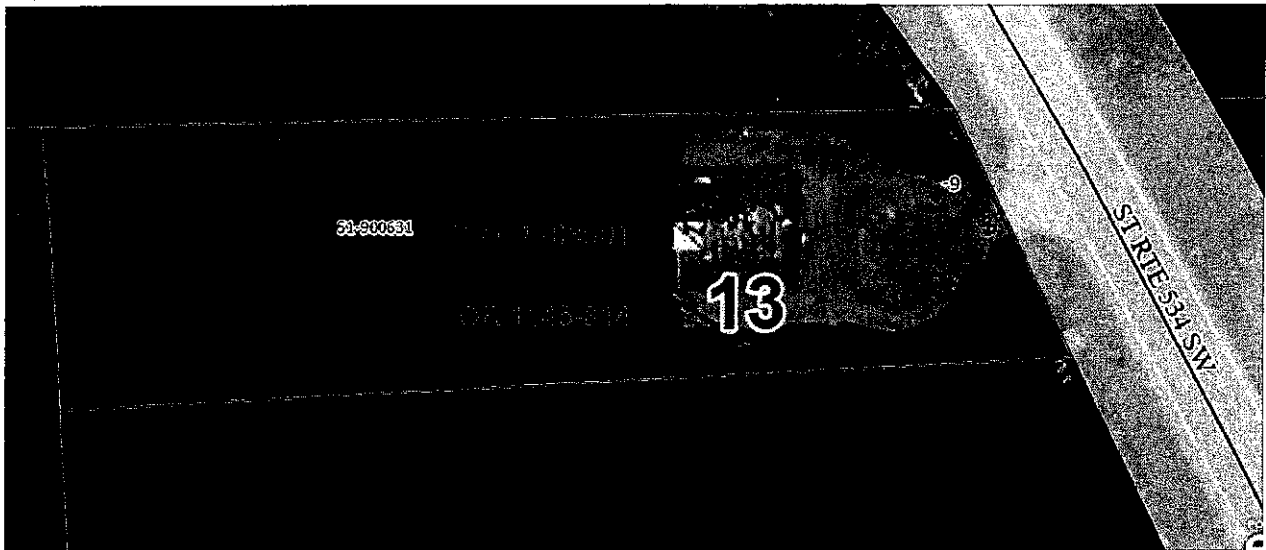
Beginning at a point on the west line of State Route 534 at its intersection with the south line of land conveyed to R. Taylor by deed recorded in Volume 1052, Page 629 of Trumbull County Record of Deeds;

Thence along the west line of said State Route 534 and along the arc of a curve to the right, said curve having a radius of 2824.79 feet, a central angle of $2^{\circ} 01' 42''$, a chord of 99.99 feet bearing South $27^{\circ} 10' 04''$ East, a total arc distance of 100.00 feet to a $5/8''$ capped rebar set;

Thence South $89^{\circ} 31' 18''$ West, a distance of 355.45 feet to a $5/8''$ capped rebar set;

Thence North $2^{\circ} 17' 35''$ West, a distance of 100.00 feet to an iron pin found on the south line of said Taylor's land;

Thence South $88^{\circ} 32' 30''$ East, along said south line of Taylor's land, a distance of 313.88 feet to a point and the true place of beginning and containing therein 0.7247 acres of land as surveyed in May, 1997 by Jerry W. Daniel, Registered Surveyor No. 6222.



Warren Road Metering Substation:

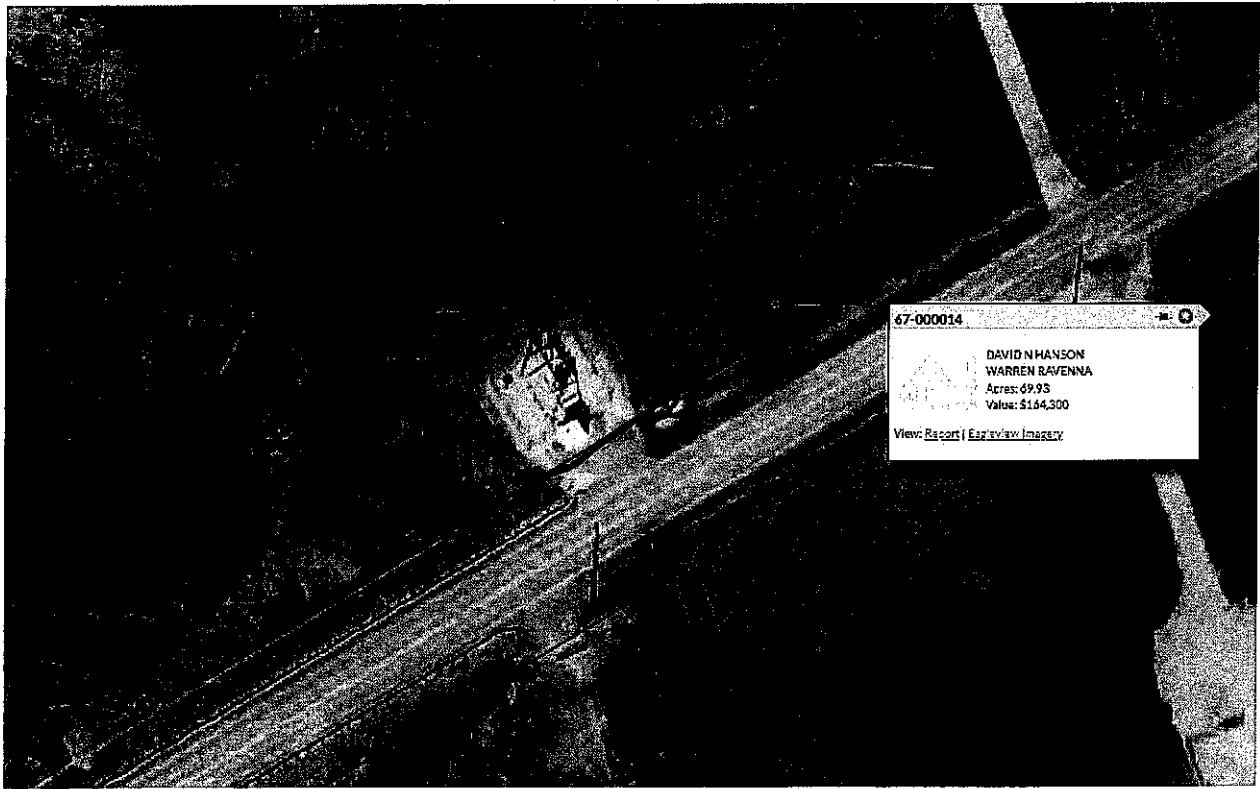


Exhibit C
Permanent Easement Agreement
[See Attached]

Permanent Easement Agreement

THIS PERMANENT EASEMENT AGREEMENT (this "Easement" or the "Agreement") is made and entered into as of the ____ day of April, 2026 ("Effective Date"), between NEWTON FALLS, OHIO, an Ohio municipal corporation ("Grantor") and AMP TRANSMISSION, LLC, an Ohio non-profit limited liability company ("Grantee").

RECITALS

A. Grantor and Grantee are parties to that certain Asset Purchase and Sale Agreement, dated as of April 1, 2026 (the "Purchase Agreement"), pursuant to which, among other things, on the date hereof, Grantor sold to Grantee the Equipment (as defined in the Purchase Agreement) (collectively, and including any replacements, substitutions or additions thereto from time-to-time, the "Purchased Assets"); and

B. Because the Purchased Assets (or their replacements) will remain situated in, on or over a portion of the real property owned by Grantor (the "Property") and the Equipment will remain in existing easements and rights of way, Grantor has agreed to provide Grantee with this Easement, providing Grantee with rights to access and occupy, on a non-exclusive basis and permitting the Equipment (or its replacements, substitutions and proceeds thereof) to remain on the Property at Grantee's discretion, subject to the terms hereof. The Property is further described on Easement Exhibit A.

C. The parties intend that this Easement shall have independence from the rights and obligations set forth in the Applicable Agreements (defined below). Accordingly, this Easement shall remain in effect notwithstanding any termination or modification of any of those agreements, unless expressly set forth in an amendment hereof.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the sum of ten dollars (\$10), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions and Rules of Construction.

1.1. Defined Terms. The following terms when used in this Agreement shall have the meanings specified in this Section 1.1.

"Applicable Agreements" means the Asset Sale and Purchase Agreement, the Lease, the Operation and Maintenance Agreement (the "O&M Agreement"), and any other agreement or instrument entered into by the Parties relating to the Purchased Assets or the Property, as any of those may be amended from time-to-time.

"Emergency" shall mean a condition or situation that (i) presents an imminent physical threat of danger to life, health or property, or (ii) that is likely to or could reasonably be expected to result in an imminent violation of applicable law.

"Force Majeure Event" shall mean any event that both (i) restricts or prevents performance by a Party under this Agreement, and (ii) is not reasonably within the control of the Party or caused by the default or negligence of the Party and could not be overcome or avoided by the exercise of due care. "Force Majeure Event" includes: acts of God; Emergency conditions; failure of facilities due to unusually severe actions of the elements like drought, flood, earthquake, storm, fire, lightning, hurricane, tornado, pandemic or epidemic; war, terrorism, civil disturbance, sabotage, riot or public disorder; strike or labor action; accident; Settlement of strikes and labor disputes which are Force Majeure Events shall be wholly within the discretion of the Party whose employees are on strike or involved in the labor dispute.

"Governmental Authority" means any applicable federal, state, local, territorial or municipal government and any department, commission, board, bureau, agency, court, or judicial, regulatory or administrative body or entity, including any industry or regional bodies regulating the operations of a Party, like the North American Electric Reliability Corporation.

"Governmental Requirements" shall mean all local, state and federal governmental laws, statutes, rules and regulations, building codes, ordinances (zoning or otherwise) and permits which are, or will be, adopted, granted, amended, modified or supplemented and which govern, affect or relate to the use, development, zoning, improvement, operation or ownership of the Property, or any portion thereof.

"Grantor Assets" shall mean all assets and Improvements owned by Grantor individually, and not as a tenant in common, located on the Property which were not included in the Purchased Assets.

"Improvements" shall mean all structures, improvements, facilities, systems, fixtures and equipment of any kind now or hereafter located on the Property, whether above or below the land surface, whether real or personal property, and whether permanent or temporary, including without limitation, all buildings, sheds, cables, wires, conduits, cable trays, trenches, mains, lines, ducts, fences, towers, antennae, tunnels, driveways, alleys, paved

parking areas, pathways, screening walls, awnings, retaining walls, plantings, shrubs and other landscaping, irrigation and drainage pipes and facilities, lighting fixtures and signs.

“Party” or “Parties” shall individually or collectively, as the case may be, mean Grantor and its successors and assigns, or Grantee and its successors and assigns.

“Party’s Property” means the assets and property owned by that Party located at the Property.

“Permittees” shall mean: the Party, its owners and managers, and their respective directors, managers, officers, employees and agents, contractors, and invitees; provided, however, that a Party shall not be included in the definition of a “Permittee” of the other Party under this Agreement.

“Person” shall mean any individual, partnership, corporation, limited liability company, trust, estate or other legal entity.

2. Grant of Easements.

2.1 Access and Use Easement for the Property. Grantor grants to Grantee in perpetuity, a non-exclusive easement, in, on, over, under, across and through the Property for the purpose of permitting Grantee (and its Permittees) to access the Property and for the access and use of the Equipment located at or on the Property. This easement shall permit Grantee to own, operate, maintain, repair, replace, improve, remove and remediate the Purchased Assets at, on, under or over the Property, and to exercise and enjoy Grantee’s rights relating to those assets, and any purpose incidental thereto, as well as to permit it to exercise all rights and duties set forth in any Applicable Agreement. Grantor shall provide Grantee with all required utility services (including without limitation electricity, water, sewer, communication, and natural gas) (collectively, “Utilities”) necessary or appropriate for the operation of the Purchased Assets in the manner in which they have historically been operated, and if Grantor does not provide those services, Grantee may arrange for the provision thereof by others. Grantee shall be provided with access to all locked or password protected areas of the Property (including equipment monitoring or regulating any of the Equipment) necessary or appropriate to permit the use and enjoyment of the easement rights granted and the Purchased Assets.

2.2 Use of Property and Facilities. The easement granted herein may be utilized in any lawful manner which is within the stated purposes noted herein, and all activities and purposes reasonably-related thereto; provided, however, that Grantee’s use of the easement granted herein and Grantor’s use of the Property and Improvements shall be further subject to the following:

- (i) neither Party nor its Permittees shall use the rights pursuant to this Easement or the Party’s Property in a manner that unreasonably interferes with the use of the other Party’s Property or rights provided pursuant to any Applicable Agreement;
- (ii) neither Party nor its Permittees shall use the rights pursuant to this

Easement or Party's Property in a manner that unreasonably interferes with the use of or damages the other Party's Property;

- (iii) neither Party nor its Permittees shall use the rights pursuant to this Easement or the Party's Property in a manner or for a purpose which causes the other Party or any of the other Party's Property to be in violation of, or in noncompliance with, any Governmental Requirements;
- (iv) neither Party nor its Permittees shall use the rights pursuant to this Easement or easements granted to such Party herein in a manner which constitutes or produces a nuisance or disturbance to the other Party's Property other than noises, vibrations, odors, dust, emissions and electromagnetic interferences or disturbances and the like which are lawfully and customarily incidental to the transmission of electrical energy or other uses currently existing at Grantor's distribution substations as of the date of this Agreement and as it may change hereafter in the ordinary course of its operations; and
- (v) neither Party nor its Permittees shall construct Improvements or undertake any actions on the Property or alter any of the Equipment in a manner that interferes with the use or operation of the other Party's Property without the prior written consent of that other Party.

3. Maintenance and Repair Any and all Equipment which are used in connection with the Easement granted hereunder shall be used, operated, maintained, repaired, altered, improved, replaced and/or removed in accordance with the O&M Agreement for so long as it remains in effect. Thereafter, Grantee shall each have the right to use the Equipment in compliance with the provisions of Section 2.2 unless the Parties otherwise agree.

4. Relocation of Easements At the request of either Party, the areas burdened by the easement granted herein shall be subject to relocation upon the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. The cost of the relocation shall be determined as set forth in the O&M Agreement, which provisions shall continue to apply even after its termination unless the Parties otherwise agree.

5. Defaults/Enforcement

5.1 Defaults. A Party shall be in default under this Agreement if the Party: (a) fails to pay amounts due hereunder (other than disputed payments) and the failure is not cured within thirty (30) days after the Party has received notice of the default pursuant to Section 9.2; or (b) defaults on any other obligation under this Agreement after notice provided pursuant to Section 9.2 by the other Party, provided, the Party shall have up to sixty (60) days after the notice is given to cure the default or make substantial progress (in the

reasonable opinion of the other Party) towards curing the default (but in no event shall the cure period exceed one hundred (100) days).

5.2 Remedies. In the event of a default by a Party, the non-defaulting Party (or its Permittees as directed by and on behalf of the non-defaulting Party), shall have the following remedies (but without obligation), exercisable only after completing the notice and cure process set forth above:

A. In its sole and absolute discretion, to cure the default of the defaulting Party by making or tendering the required payment or performance and permitting the defaulting Party's continued exercise of its other rights under this Agreement, provided that any amounts paid by the non-defaulting Party shall be treated as a demand loan to the defaulting Party, which loan shall accrue interest until repaid in full at the rate of two percent (2%) interest per annum ("Default Interest Rate");

B. To seek monetary damages and/or bring an action to specifically enforce the provisions of this Agreement; or

C. To exercise (or appoint any of its Permittees to exercise on its behalf) any and all other rights and remedies which the non-defaulting Party might otherwise have at law or in equity, except as provided below.

Under no circumstances shall termination of this Agreement or blocking the access to and use of the Property as noted herein be available to the non-defaulting Party as a remedy for the breach or default of a defaulting Party. The Parties agree that other than specific performance, the remedies of the Parties are limited to monetary damages. Except as noted above, all of the foregoing remedies are cumulative and non-exclusive, and the exercise of any one remedy at any one time shall not constitute the waiver of any other remedy at a later or different time; provided, however, that all available remedies shall be subject to the limitations on liability provided for pursuant to any Applicable Agreements.

5.3. Reimbursement of Expenses to Cure; Lien. If any Party elects to cure an event of default of another Party, the defaulting Party will reimburse the curing Party upon demand for its expenses incurred in rendering the cure, plus interest at the Default Interest Rate.

5.4 No Waiver. The failure of any aggrieved Party to enforce any covenant, condition, restriction or provision herein contained shall in no event be deemed to be a waiver of the right thereafter to do so, nor of the right to enforce any other covenant, condition, restriction or provision set forth in this Agreement. A Party shall be considered to have waived any rights hereunder only if the waiver shall be in writing and signed by the waiving Party.

5.5 Force Majeure. Except for the obligations of either Party to make payments of amounts then due hereunder to the other Party, obligations of either Party shall be

excused from performance and shall not be considered to be in default in respect to any obligation hereunder to the extent the failure of performance shall be due to a Force Majeure Event, but only to the minimum extent that performance is actually prevented by the Force Majeure Event. A Party shall give notice of delay due to a Force Majeure Event to the other Party promptly upon obtaining actual knowledge of the occurrence of the event with respect to which the Party intends to claim a permitted delay hereunder, and work diligently and in good faith to remedy the Force Majeure Event.

6. Termination. Unless Grantee otherwise expressly agrees in writing, this Easement shall continue so long as and shall not terminate so long as any of the Purchased Assets exist on the Property, including any replacements of or additions to those Purchased Assets. If the Lease is terminated without a replacement lease being entered into between the Parties, and Grantee has not agreed that this Easement shall terminate, Grantee shall continue to have a continuing non-revocable, permanent license and easement to access and occupy the Property as provided herein. If Grantee has approved a termination of this Easement, Grantee shall record in the public records of Trumbull County, Ohio, a notice of termination of this Easement within sixty (60) days of the termination date.

7. Governing Law; Waiver of Jury Trial. This Easement shall be governed by the laws of the State of Ohio, without regard to its conflict of laws principles. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH IT MAY HAVE TO A JURY TRIAL WITH RESPECT TO ANY SUIT, LEGAL ACTION OR PROCEEDING BROUGHT BY OR AGAINST IT OR ANY OF ITS AFFILIATES RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

8. Run with Property. Each and all of the easements, covenants, conditions and restrictions set forth in this Easement shall run with and bind the Property. All covenants, conditions and restrictions set forth in this Easement shall, to the extent not considered to be covenants running with the law, be equitable servitudes. All of the easements, covenants, conditions and restrictions set forth in this Agreement shall benefit and be binding upon each Party and their respective heirs, successors and assigns and shall create reciprocal rights and obligations, and privity of contract and estate between and among, the Parties and their respective heirs, successors and assigns. No Permittee of a Party shall acquire any rights of a Party hereunder, except to the extent the Party's rights are expressly assigned to the Permittee and the Permittee expressly assumes in writing the obligations, duties and liabilities of the Party under this Agreement accruing from and after the date of assignment. In no event shall the consent or approval of any Permittee be required in connection with, or as a condition to, any amendment, modification or termination of this Agreement.

Attn: Pamela M. Sullivan
Phone: 614-540-0971
E-Mail: psullivan@amppartners.org

with a copy to:

AMP Transmission, LLC
1111 Schrock Road, Suite 100
Columbus, OH 43229
Attn: Lisa G. McAlister
Phone: 614-540-1111
Fax: 614-540-6397
E-Mail: lmcaster@amppartners.org

9.3 Headings. Section headings used in this Agreement are inserted for convenience only and are not intended to be a part hereof or in any way to define, limit or describe the scope and intent of the particular provisions to which they refer.

9.4 Effect of Invalidation. Each covenant, condition and restriction of this Agreement is intended to be, and shall be construed as, independent and severable from each other covenant, condition and restriction. If any covenant, condition or restriction of this Agreement is held to be invalid by any court, the invalidity of the covenant, condition or restriction shall not affect the validity of the remaining covenants, conditions and restrictions hereof.

9.5 Estoppels. Within twenty (20) days following a request in writing by a Party, the other Party shall execute and deliver to any prospective purchaser or lender to the requesting Party an estoppel certificate confirming that (i) this Agreement is in full force and effect, and has not been modified or amended (or stating any modifications or amendments), and (ii) to the knowledge of the certifying Party, there are no existing uncured defaults by any Party under this Agreement (or if any default exists, a description of the default).

9.6 Amendments. Any amendments or modifications of this Agreement shall be made only in a writing executed by all Parties.

9.7 Construction. The language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning, and shall not be construed strictly for or against any of the Parties.

9.8 Exhibits. All exhibits attached to this Agreement are incorporated herein by this reference.

9.9 Third Party Beneficiaries. Except as otherwise expressly set forth herein, this Agreement is not intended to benefit any third party.

9.10 Further Assurances. Each Party agrees that it will, at any time and from time to time, upon the written request of the other Party, execute and deliver further documents (in recordable form, if appropriate under the circumstances) and do further acts and things, as the requesting Party may reasonably request to effect the purposes of this Agreement.

9.11 Entire Agreement. This Easement sets forth the entire agreement of the Parties and supersedes all prior agreements related to its subject matter, provided, however, that nothing in this Agreement shall affect the terms of any of the Applicable Agreements.

9.12 No Partnership. The Parties are independent of each other and no partnership, joint venture, association or principal and agency relationship between the Parties is created hereby.

IN WITNESS THEREOF, the Parties have entered into this Agreement as of the date first set forth above.

NEWTON FALLS, OHIO,
an Ohio municipal corporation

By: _____
Its: _____

STATE OF OHIO }
 } ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of the Newton Falls, Ohio, an Ohio municipal corporation, on its behalf. No oath or affirmation was given in connection with this acknowledgment.

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

Notary Seal:

Notary Public Signature

AMP TRANSMISSION, LLC,
an Ohio non-profit corporation

By: _____
Its: _____

STATE OF OHIO }
 } ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of AMP Transmission, LLC, an Ohio non-profit limited liability company, on its behalf. No oath or affirmation was given in connection with this acknowledgment.

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

Notary Seal:

Notary Public Signature

This instrument prepared by, and when recorded return to: Lisa McAlister, Esq., AMP Transmission, LLC, 1111 Schrock Road, Suite 100, Columbus, OH 43229

EASEMENT EXHIBIT A

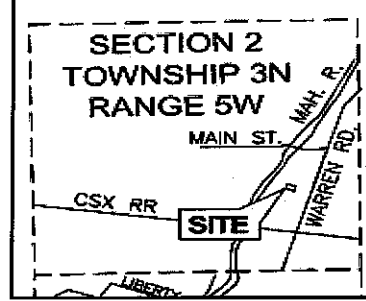
LEGAL DESCRIPTION OF THE PROPERTY

That certain real property situated in the State of Ohio, County of Trumbull, more particularly described as follows:

Warren Road Substation:

EXHIBIT "A1"
Project: NEWT-001
Warren Road Substation

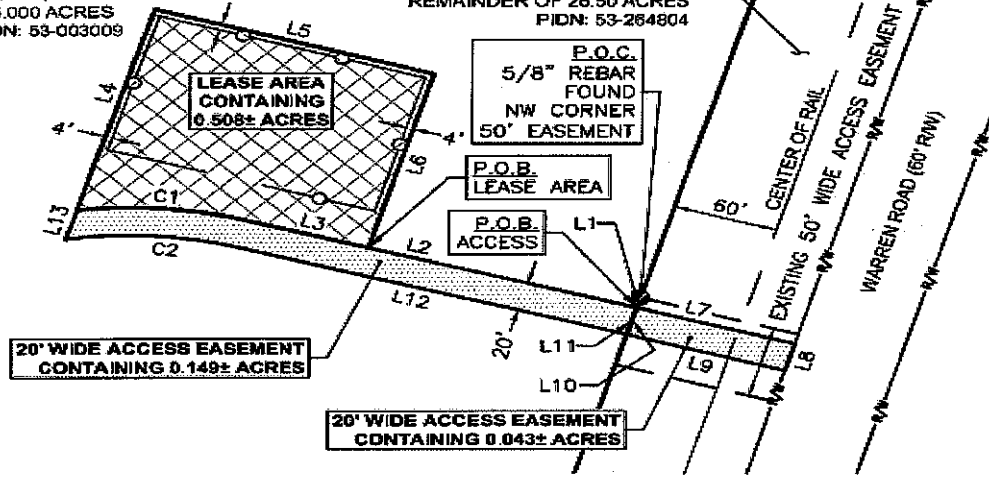
SEE SHEET 2 OF 2 FOR
 LINE TABLES AND NOTES



FOURTH DIVISION OF LOTS IN THE TOWN
 PLAT OF EARLESVILLE IN NEWTON, OHIO
 PLAT BOOK A, PAGE 7

VILLAGE (CITY) OF
 NEWTON FALLS, OHIO
 D.V. 740, PG. 473
 15.000 ACRES
 PIDN: 53-003009

MAHONING VALLEY WESTERN RAILWAY COMPANY
 (AKA THE BALTIMORE AND OHIO RAILROAD COMPANY,
 PRESENTLY OPERATED BY CSX)
 D.V. 187, PG. 370
 REMAINDER OF 26.50 ACRES
 PIDN: 53-264804



Steven L. Seese
 STEVEN L. SEESE
 PROFESSIONAL SURVEYOR NO. 8895

12/05/2025
 DATE

LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- — — — — PROPERTY LINE (APPROXIMATE)
- — — — — LOT LINE (APPROXIMATE)
- — — — — ROAD RIGHT-OF-WAY LINE
- — — — — EXISTING FENCE
- ▨ LEASE AREA
- ▨ ACCESS EASEMENT AREA



929 Eastwind Drive,
 Suite 201 Westerville,
 Ohio 43081
 Ofc: 614.899.0079
 Fax: 614.899.3175
 email: info@sami.biz

SAM PROJ. #: 104514			
EASEMENT NUMBER: 1 (PARCELS 53-003009 AND 53-264804)			
AMP TRANSMISSION, LLC			
COMPILED EXHIBIT SHOWING LEASE AREA AND EASEMENTS LOCATED ON WARREN ROAD CITY OF NEWTON FALLS, TRUMBULL COUNTY, OHIO SECTION 2, TOWNSHIP 3 NORTH, RANGE 5 WEST CONNECTICUT WESTERN RESERVE			
SCALE: 1" = 100'	DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 1 OF 2

EXHIBIT "A1"
Project: NEWT-001
Warren Road Substation

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S16°22'29"W	7.50'
L2	N73°59'12"W	157.15'
L3	N73°59'12"W	70.18'
L4	N16°41'47"E	150.22'
L5	S73°31'18"E	164.47'
L6	S16°19'24"W	129.92'
L7	S73°59'12"E	93.39'
L8	S16°12'08"W	20.00'
L9	N73°59'12"W	93.45'
L10	N16°22'29"E	20.00'
L11	S16°22'29"W	20.00'
L12	N73°59'12"W	227.21'
L13	N16°41'47"E	21.93'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	022°29'03"	249.38'	97.86'	N85°13'43"W	97.24'
C2	024°38'24"	229.38'	98.64'	N86°18'24"W	97.89'

NOTES:

THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AMP TRANSMISSION, LLC FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE BOUNDARY SURVEY OF THE PROPERTY. PROPERTY INFORMATION AS SHOWN HEREON IS COMPILED FROM DEEDS AND PLATS OF RECORD WITH LIMITED FIELD TIES TO ESTABLISH BOUNDARY LINES. ROAD RIGHT OF WAY WIDTHS ARE SHOWN PER RECORDED PLATS.

LAND OWNERSHIP INFORMATION IS BASED ON PUBLIC RECORD AT TIME OF SURVEY AND IS SUBJECT TO CHANGE.

BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83)

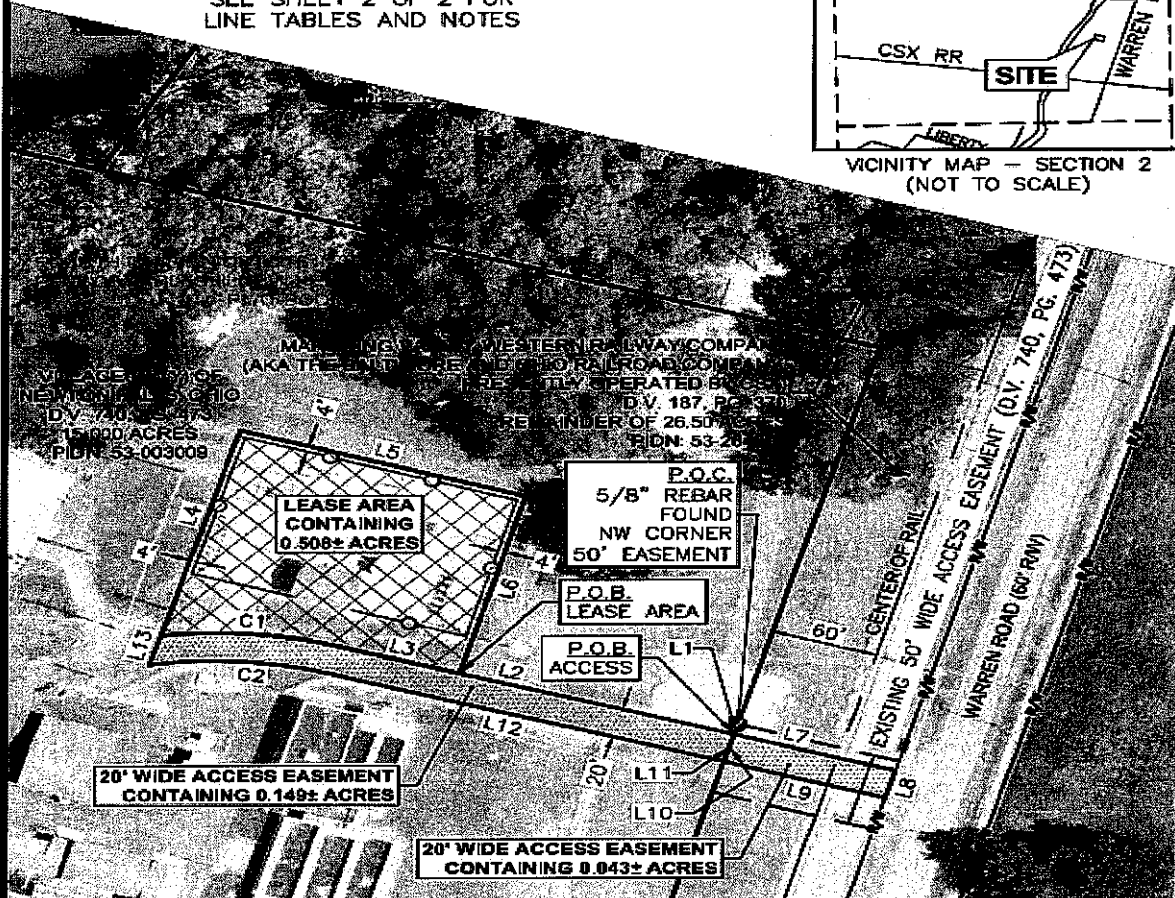
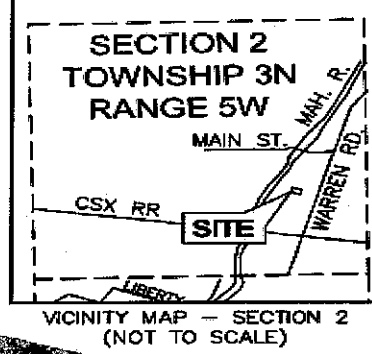
SAM PROJ. #: 104514		
EASEMENT NUMBER: 1 (PARCELS 53-003009 AND 53-264804)		
AMP TRANSMISSION, LLC		
COMPILED EXHIBIT SHOWING LEASE AREA AND EASEMENTS LOCATED ON WARREN ROAD CITY OF NEWTON FALLS, TRUMBULL COUNTY, OHIO SECTION 2, TOWNSHIP 3 NORTH, RANGE 5 WEST CONNECTICUT WESTERN RESERVE		
DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 2 OF 2



929 Eastwind Drive,
 Suite 201 Westerville,
 Ohio 43081
 Ofc: 614.899.0079
 Fax: 614.899.3175
 email: info@sam.biz

EXHIBIT "A1"
WITH IMAGERY
 Project: NEWT-001
 Warren Road Substation

SEE SHEET 2 OF 2 FOR
 LINE TABLES AND NOTES



LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
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- — — — — LOT LINE (APPROXIMATE)
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- — — — — EXISTING FENCE
- [Hatched Box] LEASE AREA
- [Dotted Box] ACCESS EASEMENT AREA

STATE OF OHIO
 STEVEN L. SEESE
 REGISTERED
 PROFESSIONAL SURVEYOR

Steven L. Seese
 STEVEN L. SEESE
 PROFESSIONAL SURVEYOR NO. 8895

12/05/2025
 DATE

0 100' 200'
 GRAPHIC SCALE

SAM PROJ. #: 104514

EASEMENT NUMBER: 1
 (PARCELS 53-003009 AND 53-264804)

AMP TRANSMISSION, LLC

COMPILED EXHIBIT SHOWING LEASE AREA AND
 EASEMENTS LOCATED ON WARREN ROAD
 CITY OF NEWTON FALLS, TRUMBULL COUNTY, OHIO
 SECTION 2, TOWNSHIP 3 NORTH, RANGE 5 WEST
 CONNECTICUT WESTERN RESERVE

SCALE: 1" = 100'	DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 1 OF 2
----------------------------	---------------------------	-------------------------	-------------------------

SAM 929 Eastwind Drive,
 Suite 201 Westerville,
 Ohio 43081
 Ofc: 614.899.0079
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EXHIBIT "A1"
WITH IMAGERY
Project: NEWT-001
Warren Road Substation

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L6	S16°19'24"W	129.92'
L7	S73°59'12"E	93.39'
L8	S16°12'08"W	20.00'
L9	N73°59'12"W	93.45'
L10	N16°22'29"E	20.00'
L11	S16°22'29"W	20.00'
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BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83)



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SAM PROJ. #: 104514		
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AMP TRANSMISSION, LLC		
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DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 2 OF 2

Exhibit "B1"
Project: NEWT-001
Warren Road Substation

December 3, 2025

Legal Description – 0.508 Ac. Lease Area
City of Newton Falls, Trumbull County, Ohio;

Situated in Section 2, Township 3 North, Range 5 West of the Connecticut Western Reserve, in the City of Newton Falls, State of Ohio, being part of that parcel of land granted to the Village (now City) of Newton Falls, Ohio by Deed Volume 740, Page 473 (15.000 acres, PIDN: 53-003009), said lease area being more particularly described as follows:

Commencing for reference at a 5/8 inch rebar found at the Northwest corner of a 50 foot wide access easement granted to said City of Newton Falls by said Deed Volume 740, Page 473, on the easterly line of said 15.000 acre parcel;

Thence along the easterly line of said 15.000 acre parcel, **(L1)** South 16°22'29" West, a distance of 7.50 feet to the northerly line of an access easement hereinafter described;

Thence along the northerly line of said access easement, **(L2)** North 73°59'12" West, a distance of 157.15 feet to the true **Point of Beginning**;

Thence continuing along the northerly edge of said access drive, the following two (2) courses:

L3) North 73°59'12" West, a distance of 70.18 feet;

C1) along a curve to the left having a radius of 249.38 feet, a delta angle of 22°29'03", an arc length of 97.86, a chord bearing of North 85°13'43" West, and a chord length of 97.24 feet;

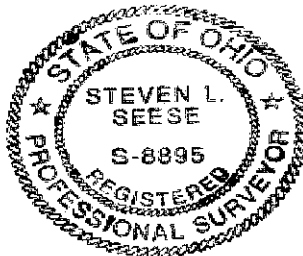
Thence leaving said access road and continuing through said 15.000 acre parcel, the following three (3) courses:

L4) North 16°41'47" East, a distance of 150.22 feet;

L5) South 73°31'18" East, a distance of 164.47 feet;

L6) South 16°19'24" West, a distance of 129.92 feet to the **Point of Beginning**.

Containing **0.508 acres** of land, more or less, and subject to existing easements and rights of way. Bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83(2011). Based on a survey performed by SAM Companies November 24, 2025, and overseen by Steven L. Seese, Professional Surveyor No. 8895.



STEVEN L. SEESE
PROFESSIONAL SURVEYOR NO. 8895

12/05/2025

DATE

Church Street Substation:

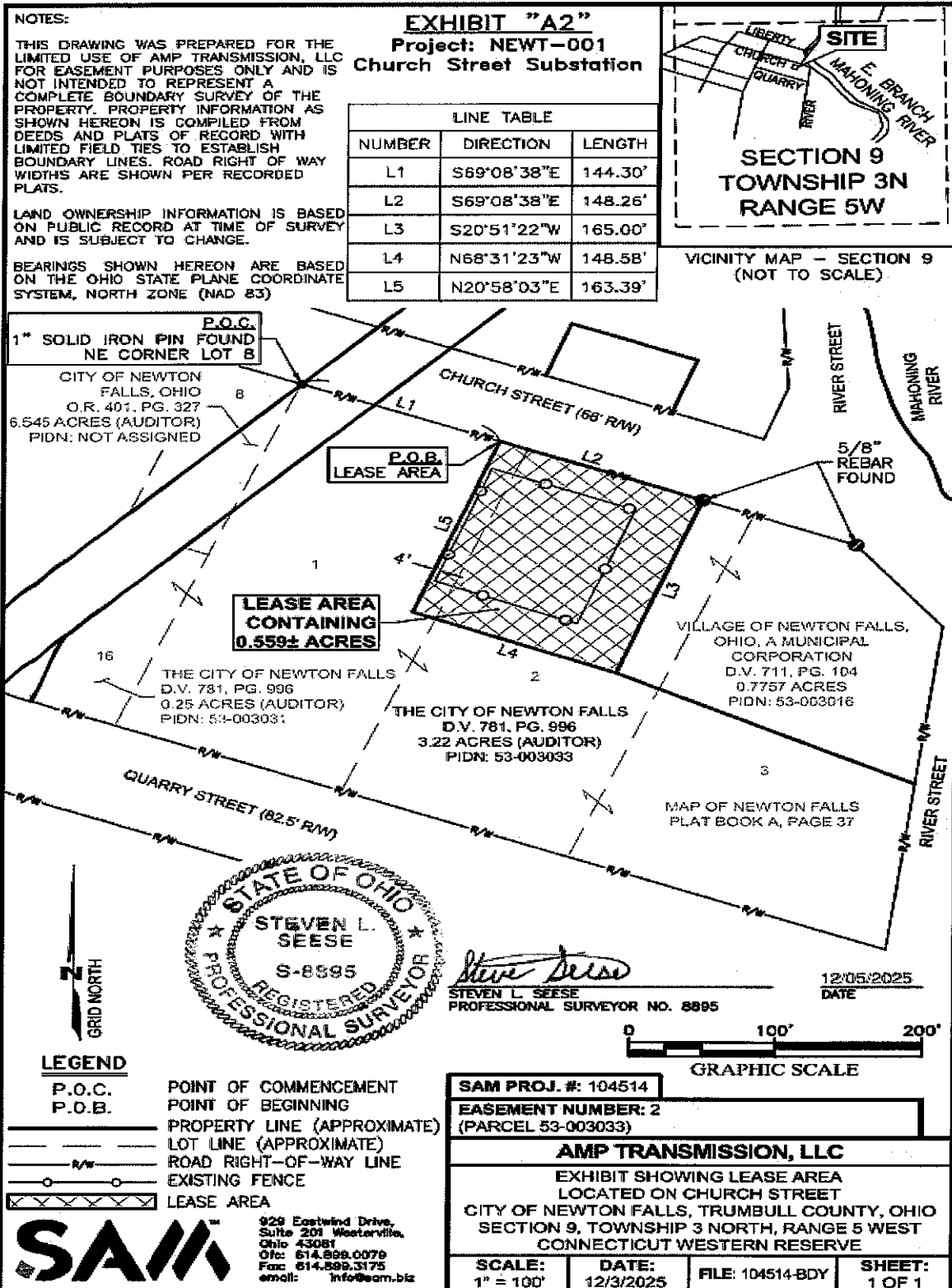
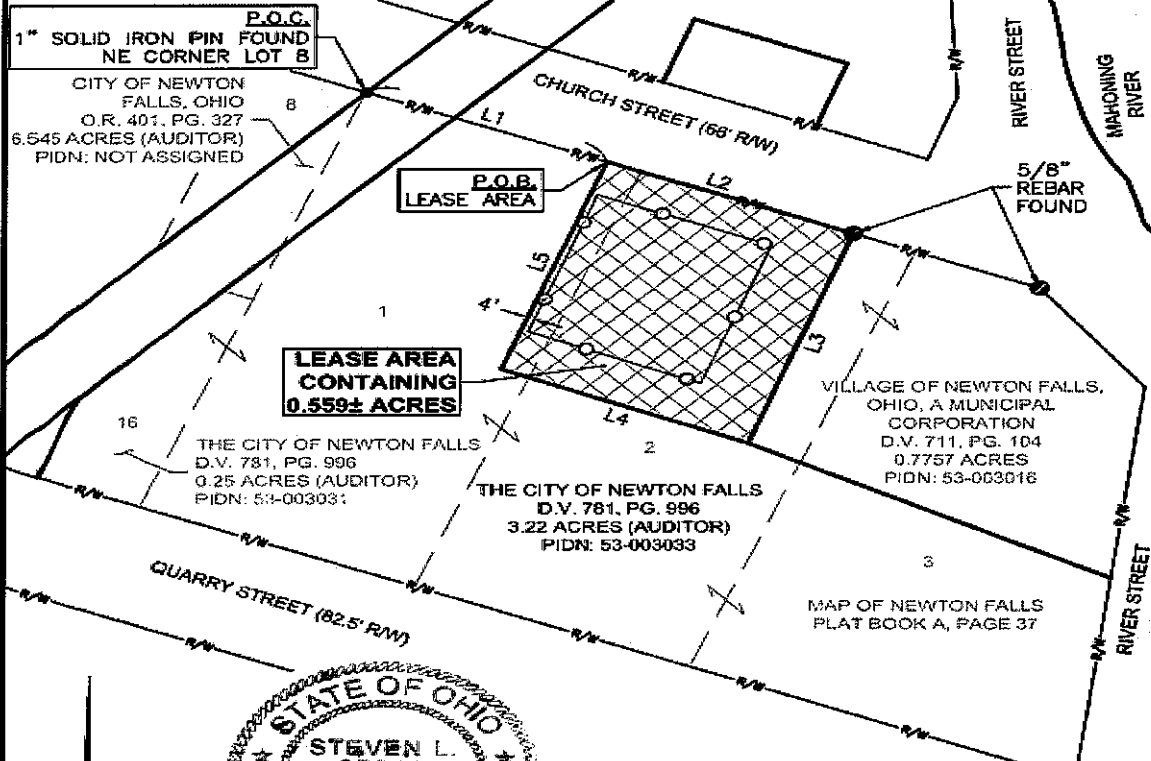
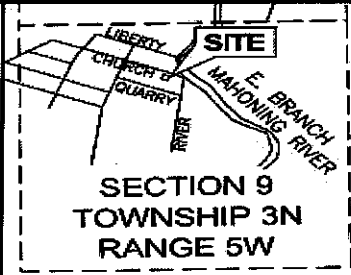


EXHIBIT "A2"
Project: NEWT-001
Church Street Substation

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S69°08'38"E	144.30'
L2	S69°08'38"E	148.26'
L3	S20°51'22"W	165.00'
L4	N68°31'23"W	148.58'
L5	N20°58'03"E	163.39'



Steven L. Seese
 STEVEN L. SEESE
 PROFESSIONAL SURVEYOR NO. 8895
 12/05/2025
 DATE



- LEGEND**
- P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - PROPERTY LINE (APPROXIMATE)
 - - - LOT LINE (APPROXIMATE)
 - R/W ROAD RIGHT-OF-WAY LINE
 - EXISTING FENCE
 - ▨ LEASE AREA



929 Eastwind Drive,
 Suite 201 Westerville,
 Ohio 43081
 Ofc: 614.898.0079
 Fax: 614.898.3175
 email: info@sam.biz

SAM PROJ. #: 104514			
EASEMENT NUMBER: 2 (PARCEL 53-003033)			
AMP TRANSMISSION, LLC			
EXHIBIT SHOWING LEASE AREA LOCATED ON CHURCH STREET CITY OF NEWTON FALLS, TRUMBULL COUNTY, OHIO SECTION 9, TOWNSHIP 3 NORTH, RANGE 5 WEST CONNECTICUT WESTERN RESERVE			
SCALE: 1" = 100'	DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 1 OF 1

NOTES:

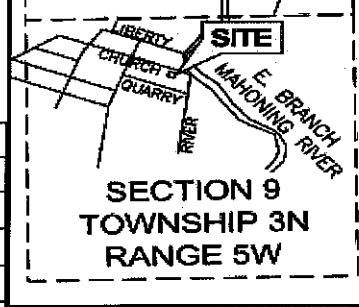
THIS DRAWING WAS PREPARED FOR THE LIMITED USE OF AMP TRANSMISSION, LLC FOR EASEMENT PURPOSES ONLY AND IS NOT INTENDED TO REPRESENT A COMPLETE BOUNDARY SURVEY OF THE PROPERTY. PROPERTY INFORMATION AS SHOWN HEREON IS COMPILED FROM DEEDS AND PLATS OF RECORD WITH LIMITED FIELD TIES TO ESTABLISH BOUNDARY LINES. ROAD RIGHT OF WAY WIDTHS ARE SHOWN PER RECORDED PLATS.

LAND OWNERSHIP INFORMATION IS BASED ON PUBLIC RECORD AT TIME OF SURVEY AND IS SUBJECT TO CHANGE.

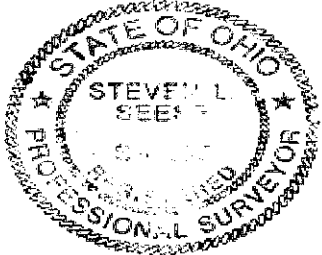
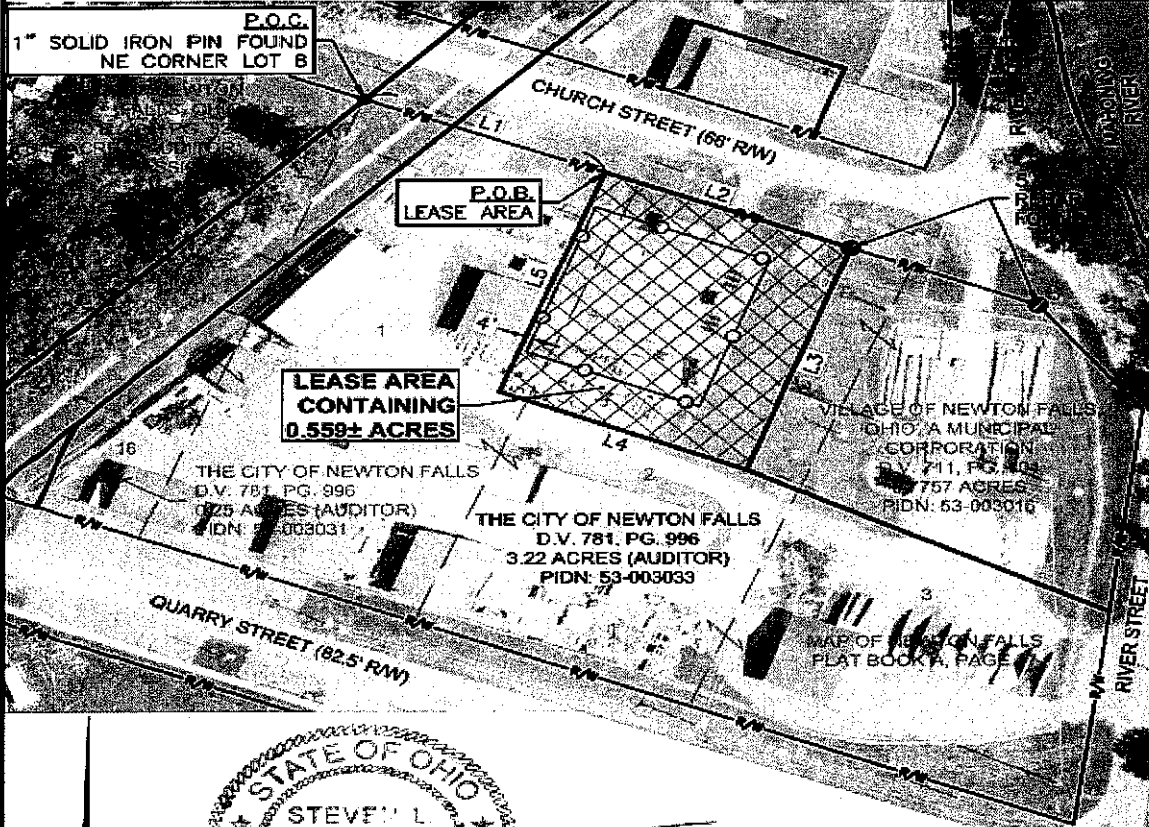
BEARINGS SHOWN HEREON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83)

**EXHIBIT "A2"
WITH IMAGERY**
Project: NEWT-001
Church Street Substation

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S69°08'38"E	144.30'
L2	S69°08'38"E	148.26'
L3	S20°51'22"W	165.00'
L4	N68°31'23"W	148.58'
L5	N20°58'03"E	163.39'



VICINITY MAP - SECTION 9
(NOT TO SCALE)



Steven L. Seese
STEVEN L. SEESE
PROFESSIONAL SURVEYOR NO. 8895

12/05/2025
DATE



LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- — — — — PROPERTY LINE (APPROXIMATE)
- - - - - LOT LINE (APPROXIMATE)
- / — / — ROAD RIGHT-OF-WAY LINE
- o — o — EXISTING FENCE
- ▨ ▨ ▨ ▨ ▨ LEASE AREA



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Fax: 614.899.3175
email: info@sam.biz

SAM PROJ. #: 104514			
EASEMENT NUMBER: 2 (PARCEL 53-003033)			
AMP TRANSMISSION, LLC			
EXHIBIT SHOWING LEASE AREA LOCATED ON CHURCH STREET CITY OF NEWTON FALLS, TRUMBULL COUNTY, OHIO SECTION 9, TOWNSHIP 3 NORTH, RANGE 5 WEST CONNECTICUT WESTERN RESERVE			
SCALE: 1" = 100'	DATE: 12/3/2025	FILE: 104514-BDY	SHEET: 1 OF 1

Exhibit "B2"
Project: NEWT-001
Church Street Substation

December 3, 2025

Legal Description – 0.559 Ac. Lease Area
City of Newton Falls, Trumbull County, Ohio;

Situated in Section 9, Township 3 North, Range 5 West of the Connecticut Western Reserve, in the City of Newton Falls, State of Ohio, being part of that parcel of land granted to the City of Newton Falls by Deed Volume 781, Page 996 (3.22 acres, PIDN: 53-003033), being portions of lots 1, 2, and 3 in Great Lot or Block No. 59 and lots 8 and 16 in Great Lot or Block No. 60, as shown on the Map of Newton Falls as recorded in Plat Book A, Page 37, said lease area being more particularly described as follows:

Commencing for reference at a 1 inch solid iron pin found at the northeast corner of said lot 8, on the northwesterly line of a former railroad parcel granted to the City of Newton Falls, Ohio by Official Record 401, Page 327, and on the southerly right-of-way line of Church Street (66 foot wide right-of-way);

Thence along the southerly right-of-way line of said Church Street, **(L1)** South 69°08'38" East, a distance of 144.30 feet to the true **Point of Beginning**;

Thence continuing along the said southerly right-of-way line, **(L2)** South South 69°08'38" East, a distance of 148.26 feet to a 5/8 inch rebar found at the northwest corner of a 0.7757 acre parcel granted to Village of Newton Falls, Ohio, a Municipal Corporation, by Deed Volume 711, Page 104;

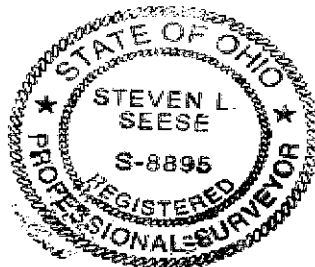
Thence along the westerly line of said 0.7757 acre parcel, **(L3)** South 20°51'22" West, a distance of 165.00 feet to the southwest corner of said 0.7757 acre parcel;

Thence through said 3.22 acre parcel, the following two (2) courses:

L4) North 68°31'23" West, a distance of 148.58 feet;

L5) North 20°58'03" East, a distance of 163.39 feet to the **Point of Beginning**.

Containing **0.559 acres** of land, more or less, and subject to existing easements and rights of way. Bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD83(2011). Based on a survey performed by SAM Companies November 26, 2025, and overseen by Steven L. Seese, Professional Surveyor No. 8895.



STEVEN L. SEESE
PROFESSIONAL SURVEYOR NO. 8895

12/05/2025

DATE

Milton Road Substation:

Situated in the Township of Newton, County of Trumbull, and State of Ohio, and known as being part of Section 13 in said township and further bounded and described as follows:

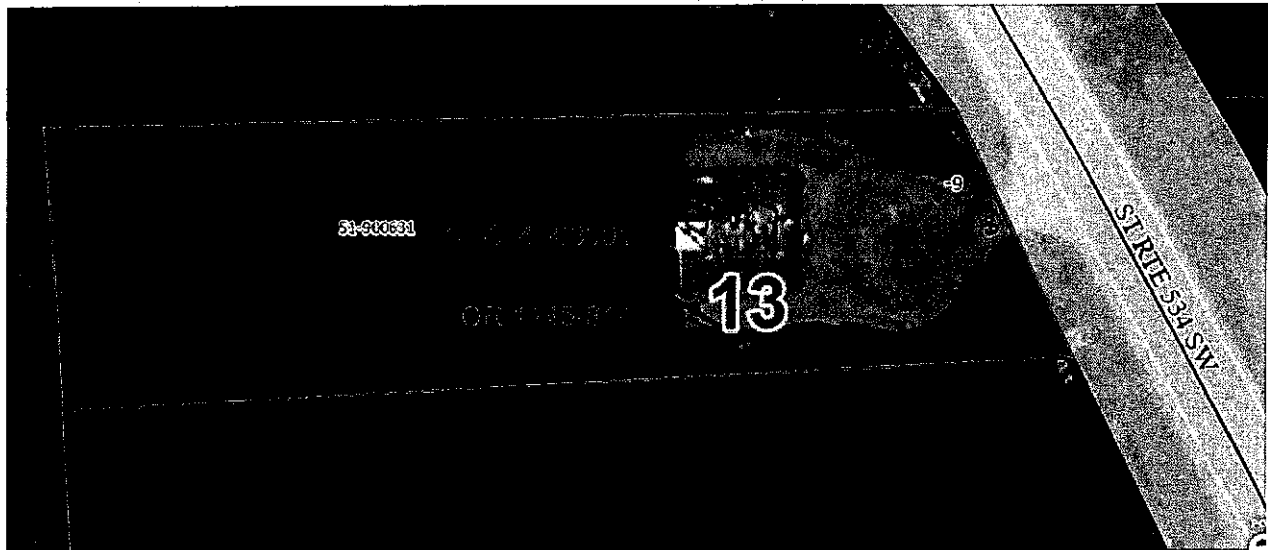
Beginning at a point on the west line of State Route 534 at its intersection with the south line of land conveyed to R. Taylor by deed recorded in Volume 1052, Page 629 of Trumbull County Record of Deeds;

Thence along the west line of said State Route 534 and along the arc of a curve to the right, said curve having a radius of 2824.79 feet, a central angle of $2^{\circ} 01' 42''$, a chord of 99.99 feet bearing South $27^{\circ} 10' 04''$ East, a total arc distance of 100.00 feet to a 5/8" capped rebar set;

Thence South $89^{\circ} 31' 18''$ West, a distance of 355.45 feet to a 5/8" capped rebar set;

Thence North $2^{\circ} 17' 35''$ West, a distance of 100.00 feet to an iron pin found on the south line of said Taylor's land;

Thence South $88^{\circ} 32' 30''$ East, along said south line of Taylor's land, a distance of 313.88 feet to a point and the true place of beginning and containing therein 0.7247 acres of land as surveyed in May, 1997 by Jerry W. Daniel, Registered Surveyor No. 6222.



Warren Road Metering Substation:

