

EXHIBIT A

LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into as of August 1, 2005, by and between CARLISLE ENGINEERED PRODUCTS, INC., a Delaware corporation ("Landlord"), and CEP Acquisition, LLC, an Ohio limited liability company ("Tenant").

1. Grant of Lease. Landlord leases to Tenant, and Tenant leases from Landlord, upon the terms and conditions set forth below, the following premises (the "Leased Premises"): (i) a parcel of real property commonly known as 15332 Old State Road, Middlefield, Geauga County, Ohio, and more particularly described on EXHIBIT A attached hereto (the "Real Property"), (ii) the existing building(s) located on the Real Property (collectively (if more than one), the "Building"), and (iii) all other rights and easements appurtenant to the Real Property and the Building.

2. Lease Term. The term of this Lease (the "Term") shall commence on the effective date of closing (the "Commencement Date") pursuant to that certain Asset Purchase Agreement, dated August 12, 2005 (the "Purchase Agreement"), between Landlord and Tenant, and shall continue through and including the earlier of (i) the date on which Landlord has obtained, and has delivered a copy thereof to Tenant, the Remediation Approvals (as hereinafter defined) or (ii) the last day of the 10th Lease Year (as hereinafter defined). The term "Lease Year" as used in this Lease shall mean each twelve (12) month period beginning on the Commencement Date and each anniversary of the Commencement Date during the term of this Lease. As used in this Lease, the phrase "the term of this Lease," "Lease term", or any similar phrase shall mean the Term. Provided Landlord has not obtained the Remediation Approvals and Tenant is not in default under the Lease, Tenant shall have the right and option to renew the Lease for unlimited consecutive ten (10) year option terms until such time as Landlord has obtained the Remediation Approvals.

3. Rent. There shall be no fixed or base rent payable by Tenant to Landlord in connection with this Lease or Tenant's occupancy of the Leased Premises. Notwithstanding the foregoing, Tenant shall pay, as and when due or as otherwise provided in this Lease, all other amounts and charges provided by this Lease (including, but not limited to, utility charges, insurance, and Taxes (as hereinafter defined) as provided in this Lease), which amounts and charges shall be deemed to be additional rent.

4. Delivery of Leased Premises. Except as expressly provided in the Purchase Agreement (which is incorporated by reference herein), Tenant acknowledges and agrees that (i) Landlord makes no representations or warranties with respect to the Leased Premises and (ii) the Leased Premises are being accepted by Tenant in an "AS IS" and "WHERE IS" condition

5. Utilities. During the term of this Lease, Tenant shall be responsible, at Tenant's sole cost and expense, for obtaining and paying for the cost of all utilities serving the Leased Premises, including, but not limited to, water, gas, electric, sewer, trash removal, and telecommunications.

6. Maintenance and Repairs. During the term of this Lease, Tenant, at Tenant's sole cost and expense and without reimbursement or other payment by Landlord, shall at all times keep and maintain in good order, conditions, and repair, all of the Leased Premises, including, but not limited to, (i) the parking lot and other paved areas, sidewalks, signage, and landscaping (including mowing and snow removal); (ii) the foundation, floor slab, roof, exterior and load-bearing walls, and other structural portions of the Leased Premises; (iii) the water; electric; mechanical; heating, air conditioning, and ventilation; and other utility systems located on or serving the Leased Premises; and (iv) exterior entrances; plat glass; windows; molding; partitions; doors; floor coverings; and other interior fixtures and improvements.

7. Alterations. Tenant shall have the right to make changes, additions, alterations, or improvements to the Leased Premises without Landlord's consent; provided, however, that Tenant shall not make any structural alterations without Landlord's prior written consent, which Landlord shall not unreasonably withhold.

8. Liens. Tenant shall not cause liens of any kind to be filed or placed against the Leased Premises or the Building, unless it diligently contests and removes such lien within thirty (30) days of the filing of the same.

9. Use; Compliance.

(a) The Leased Premises shall be used by Tenant in a manner consistent with the Leased Premises' historical industrial and manufacturing use.

(b) During the Term, other than the Environmental Work (as hereinafter defined), which shall be expressly excluded from Tenant's obligations, Tenant, at Tenant's sole cost and expense, shall comply (including performance of any required alteration, improvement, or retrofitting) with any and all laws, rules, regulations, ordinances, or other governmental requirements that apply to the Leased Premises.

10. Real Estate Taxes. Landlord shall pay all real estate taxes and assessments (the "Taxes") imposed on the Leased Premises during the Lease term. Tenant shall reimburse Landlord for any Taxes paid by Landlord within thirty (30) days of its receipt of a written notice from Landlord, which shall include proof of payment of such Taxes. With respect to the years in which the Commencement Date and expiration or termination date of this Lease occur, Tenant shall be obligated to reimburse Landlord only for its pro rata share of such Taxes, which proration shall be determined by the "long" proration method.

11. Insurance. Tenant shall keep in effect commercial general liability insurance covering personal injury, death, or property damage for limits of not less than \$2,000,000.00 for personal injury or death arising out of any one occurrence and not less than \$100,000.00 for damage to property arising out of any one occurrence.

12. Mutual Waiver of Subrogation. Landlord and Tenant each hereby remise, release and discharge the other party hereto, and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused

by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried or required to be carried by the injured party at the time of such loss, damage or injury, regardless of the cause of such loss, damage, or injury and not taking into account any deductible associated with any such insurance.

13. Casualty. If, during the Lease term, the Leased Premises are damaged or destroyed by fire or other casualty ("Casualty"), Tenant shall have the right to collect under any insurance policy maintained by Tenant any and all insurance proceeds with respect to such Casualty. In the event that Tenant determines that the Casualty and the restoration thereof shall unreasonably restrict or impair Tenant's use of the Premises, Tenant shall have the option, in Tenant's sole discretion, to terminate the Term of this Lease upon written notice to Landlord. In the event that Tenant does not terminate the Term of this Lease, then Tenant, at Tenant's sole cost and expense and without reimbursement or any other obligation by or of Landlord, shall repair and restore the Leased Premises.

14. Condemnation.

(a) If the entire Leased Premises shall be taken shall be taken or condemned by a competent authority for a public or quasi-public use or purpose or if there is a negotiated purchase of the entire Leased Premises by such authority under the threat of a taking (collectively, "Taking"), then this Lease shall terminate without further action by the parties as of the date of such Taking.

(b) If a Taking occurs with respect to a part but not all of the Leased Premises and the loss of the part so taken unreasonably interferes with the use of the Leased Premises or Tenant's business operations in Tenant's reasonable opinion, Tenant may terminate this Lease effective as of the date of such Taking by giving written notice thereof to Landlord.

(c) If a Taking occurs with respect with a part but not all of the Leased Premises and the loss of the part so taken does not unreasonably interfere with Tenant's use of the Leased Premises or Tenant's business operations in Tenant's reasonable opinion, this Lease shall not terminate. In such an event, Tenant, at Tenant's sole cost and expense and without any reimbursement or other obligation by or of Landlord, shall restore any damage to the Leased Premises caused by the Taking.

(d) Any compensation paid or awarded in connection with a Taking shall be the sole property of Tenant.

15. Landlord's Right of Entry. In the event of emergency, Landlord and its agents or employees shall have the right of entry at any time and may perform any acts necessary to preserve the structural integrity of the Building, provided that Landlord shall deliver to Tenant such notice as may be reasonable under the circumstances.

16. Assignment; Subletting. Tenant shall have the right to transfer, assign, sublet, enter into license or concession agreements, or mortgage or hypothecate this Lease or the Tenant's interest in the Leased Premises or any part thereof without Landlord's consent, provided

that no assignment or other transfer will release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the additional rent and to perform all other obligations to be performed by Tenant hereunder.

17. Surrender. Upon expiration or termination of Lease term, Tenant shall, at Tenant's expense, remove its trade fixtures, equipment, and other personal property from the Leased Premises. In the event that Tenant, with Landlord's consent, fails to surrender the Leased Premises upon expiration or termination of the Lease term, Tenant shall be deemed to occupy the Leased Premises on a month-to-month basis, and all of the terms and conditions of this Lease shall continue to apply. Except for office furnishings, trade fixtures, equipment, and all other moveable personal property of Tenant, all improvements, alterations or additions which may be made by Tenant upon the Leased Premises shall become the property of Landlord when the Leased Premises are vacated by Tenant at the expiration or earlier termination of this Lease or any extension thereof, and shall remain upon and be surrendered with the Leased Premises.

18. Default.

(a) Tenant shall be in default of this Lease if (i) Tenant fails to pay additional rent or any other amount required to be paid by Tenant within fifteen (15) days of receipt by Tenant of written notice from Landlord; (ii) Tenant fails to perform any other duty or obligation imposed by this Lease and the default continues for a period of thirty (30) days of receipt by Tenant of written notice from Landlord, or for an unreasonably period of time if thirty (30) days is not sufficient time to repair, remedy, or correct such default; (iii) Tenant is declared insolvent or adjudged bankrupt or makes a general assignment for the benefit of Tenant's creditors; (iv) a receiver of any property of Tenant in or upon the Leased Premises is appointed in any action, suit, or proceeding against Tenant; (v) any action or proceeding under the National Bankruptcy Act is filed by or against Tenant, and such appointment, suit, action, or proceeding is not dismissed within sixty (60) days; or (vi) the interest of Tenant in the Leased Premises is sold under execution or other legal process.

(b) In the event of Tenant's default, Landlord shall have the right to enter upon the Leased Premises and repossess and enjoy the same as if the Lease had not been made, and, upon demand by Landlord, Tenant shall surrender complete and peaceable possession of the Leased Premises. This Lease shall terminate at Landlord's option. Whether or not Landlord elects to terminate this Lease, Landlord may recover from Tenant all additional rent due and unpaid up to the time of such reentry as well as all costs (including reasonable attorney fees) incurred to enforce this Lease.

19. Quiet Enjoyment. Landlord agrees that, subject to terms, covenants and conditions of this Lease, Tenant may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Leased Premises without interference by Landlord or those acting by or through Landlord.

20. Succession. This Lease shall benefit and be binding upon Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns.

21. Assignment by Landlord. If Landlord shall assign its interests under this Lease or transfer its interest in the Leased Premises or the Building, Landlord shall be relieved of any obligation accruing hereunder after such assignment or transfer, and such transferee shall thereafter be deemed to be Landlord hereunder, provided that any such assignment or transfer shall not relieve Landlord of its obligations under this lease for environmental matters as described in Section 22, which shall continue until the earlier of receipt of Remediation Approval or Tenant's vacation of the Leased Premises.

22. Environmental Matters.

(a) Environmental Work.

(i) Landlord and Tenant acknowledge and agree that the following environmental matters must be remediated at the Leased Premises:

A. Various contaminants, including Volatile Organic Compounds ("VOCs") have been identified in soil and groundwater at concentrations above applicable environmental standards;

B. Polychlorinated Biphenyls ("PCBs") have been identified in the soil at the Leased Premises at levels above standards applicable to industrial facilities; and

C. An abandoned groundwater production well exists in an area of the Leased Premises referred to as the Lewis Press Room

(collectively referred to as the "Pending Environmental Projects"). Landlord and Tenant also acknowledge that additional contamination may be discovered after the Commencement Date. The Pending Environmental Projects, along with any other investigative and/or cleanup obligations required under the applicable Environmental Laws relating to contamination existing on or emanating from the Leased Premises as of the Commencement Date (including any future spreading of such contamination) will be referred to as "Remedial Obligations."

(ii) Tenant has been provided the opportunity to review all available environmental information and documents relating to the Pending Environmental Projects. Landlord is proceeding, in cooperation with the Ohio Environmental Protection Agency (the "Ohio EPA") and/or the United States Environmental Protection Agency (the "USEPA"), to investigate the source and extent of contaminated soil and groundwater areas and to complete the remediation of the affected areas and the proper abandonment of the Lewis Press Room well (collectively, the "Environmental Work"). The Environmental Work may include, without limitation, (i) installation of groundwater monitoring wells, (ii) soil borings, (iii) soil vapor testing, (iv) excavation of soil, and (v) installation and maintenance of soil and groundwater treatment systems in, beneath, and around the Leased Premises. Any wells, treatment systems, including the groundwater treatment system which currently exists at the Leased Premises, or other equipment or facilities installed in connection with the Remedial Obligations shall be referred to collectively as the "Remediation Facilities".

(iii) At its sole cost and expense Landlord will perform and complete in a commercially reasonable manner all Environmental Work and Remedial Obligations, and will maintain and operate the Remediation Facilities.

(iv) At Tenant's request, Landlord shall deliver to Tenant copies of all data and/or reports generated with respect to the Environmental Work and any correspondence or other materials with or from the Ohio EPA in connection with the Environmental Work.

(v) Tenant acknowledges and agrees that, without limiting or otherwise modifying the restrictions on use set forth in this Lease, in connection with the Remedial Obligations, Landlord may impose land use restrictions on use of the Leased Premises limiting the use of the Leased Premises to industrial purposes and prohibiting the use of groundwater as may be required or appropriate in connection with the Environmental Work. Tenant hereby irrevocably consents to, and shall comply at all times with, such restrictions on use; provided that such restrictions shall not restrict the use of the Leased Premises for industrial purposes.

(vi) Landlord and Landlord's employees, agents, and contractors shall have the right to enter onto the Leased Premises to perform the Environmental Work, including, but not limited to, the installation and maintenance of Remediation Facilities. Landlord shall perform the Environmental Work in a manner that minimizes interference with Tenant's use of the Leased Premises. Tenant shall not interfere with the Environmental Work or, provided that Landlord has provided to Tenant notice of the location of the Remediation Facilities, damage or otherwise interfere with the Remediation Facilities.

(vii) Landlord agrees to use commercially reasonable efforts to obtain from the Ohio EPA, USEPA and/or such other governmental authorities having jurisdiction, final approval, in the form of a "no further action" letter or such other applicable form of approval, of the Environmental Work (the "Remediation Approval").

(viii) Notwithstanding the foregoing or anything to the contrary contained herein, in the event that Landlord materially disturbs the Leased Premises as a result of the Environmental Work or Remedial Obligations, Landlord shall restore the Leased Premises to substantially similar condition as prior to such work (taking into consideration the requirements of the Environmental Work).

(b) Landlord's indemnification obligation with respect to the Leased Premises is as described in the Purchase Agreement for Retained Liabilities relating to the Excluded Assets.

(c) During the Lease term, Tenant shall not use, store, dispose of, leak, release, or dump on or about the Leased Premises any Hazardous Materials; provided, however, that Tenant shall have the right to use and store Hazardous Materials, strictly in accordance with all applicable Environmental Laws, in the course of Tenant ordinary business activities on the Leased Premises.

(d) Tenant shall indemnify, hold harmless, and defend Landlord and Landlord's directors, officers, employees, and agents, from and against any and all Damages arising from or related to any storage, treatment, disposal, management, generation, manufacture, production, release, transportation, emission, discharge, spill, leak, or dumping on, in, under, or over the Leased Premises of any Hazardous Substance in violation of any Environmental Law by Tenant or any of Tenant's officers, employees, agents, contractors, servants, licensees, invitees, customers, or guests.

23. Brokers. Landlord and Tenant agree that no brokerage commission or similar compensation is due in connection with this transaction. Except as provided in the preceding sentence, each party agrees to indemnify the other against all brokerage commissions or other compensation for services rendered at its instance in connection with this transaction.

24. Indemnification. Tenant shall protect, defend, save, indemnify, and forever hold harmless Landlord and the Landlord's members, officers, employees, and agents from and against any and all Damages arising out of or related to (i) the failure by Tenant to perform or comply with any of the terms, conditions, or obligations set forth in this Lease, or (ii) the use and occupancy of the Leased Premises by Tenant or Tenant's officers, employees, agents, servants, contractors, licensees, invitees, customers, guests, or trespassers; provided that such indemnification shall not apply to the extent that such Damages arise from Landlord's negligence or willful misconduct.

25. Option to Purchase.

(a) Provided that this Lease has not been terminated due to Tenant's default, commencing on the Commencement Date and continuing through and until that date occurring ninety (90) days following the expiration or earlier termination of the Term of this Lease (the "Option Period"), Tenant shall have the option to purchase the Leased Premises from Landlord on the terms and conditions set forth herein. Tenant shall exercise its option to purchase, if at all, by giving Landlord written notice thereof during the Option Period (the "Option Notice") (the date, if any, on which Tenant gives such Option Notice being referred to as the "Exercise Date").

(b) In the event that Tenant exercises its option to purchase, the purchase price of the Leased Premises (the "Purchase Price") shall be One and 00/100 Dollars (\$1.00), subject to the prorations and adjustments set forth in this Section 25.

(c) If Tenant exercises its option to purchase, Landlord shall convey to Tenant marketable fee simple title to the Leased Premises, by transferable and recordable general warranty deed, free and clear of all liens and encumbrances whatsoever, except the following: (a) real estate taxes and assessments not then due and payable, (b) easements, covenants, conditions, and restrictions of record (c) zoning, building and other laws and ordinances and regulations, (d) all legal highways, and (e) any matters that would be disclosed by an accurate survey of the Leased Premises.

(d) Tenant acknowledges that Landlord has delivered to Tenant, on or before the Commencement Date, a title commitment with respect to the Leased Premises and a survey

of the Leased Premises. Tenant shall be responsible for obtaining any necessary update of the title commitment and any necessary update or recertification of the survey as Tenant deems necessary or desirable in connection with the purchase of the Leased Premises pursuant to Tenant's option to purchase.

(e) The closing of the transfer of the Leased Premises pursuant to option to purchase (the "Closing") shall occur within fifteen (15) days following the Exercise Date. At the Closing, Tenant or its designee shall pay the Purchase Price, if any, to Landlord. Taxes shall be prorated to and including such date of purchase based on Taxes that are lien on the Leased Premises as of such date of purchase according to the "long" proration method. Landlord shall deliver to Tenant its general warranty deed and any other instruments reasonably necessary to effectively convey to Tenant the title to the Leased Premises (including, but not limited to, a settlement statement and a title affidavit). Landlord shall be responsible for (i) any transfer tax or conveyance fee assessed with respect to the transfer of the Leased Premises, (ii) the cost of recording any mortgage or lien releases or other title corrective documents, (iii) one-half (1/2) of the cost of the update to the title commitment and the update or recertification of the survey; and (iv) one-half (1/2) of the cost of any escrow fee or any other customary charges or expenses payable with respect to the Closing. Tenant shall be responsible for (i) the premium of the title insurance policy, including the costs of any endorsements; (ii) one-half (1/2) of the cost of the update to the title commitment and the update or recertification of the survey, (iii) the cost of recording the deed; and (iv) one-half (1/2) of the cost of any escrow fee or any other customary charges or expenses payable with respect to the Closing.

26. Notices. All notices required or permitted to be given to either party shall be deemed given if made in writing and (i) delivered by hand to the parties, (ii) deposited in the United States certified mail, postage prepaid, return receipt requested, or (iii) delivered by overnight express delivery by a nationally-recognized commercial courier services (such as Federal Express), at the following addresses:

if to Landlord:

Carlisle Engineered Products, Inc.
c/o Carlisle Companies Incorporated
250 South Clinton Street, Suite 201
Syracuse, New York 13202-1258
Attention: Steven J. Ford, Esq.

with a copy to:

Vorys, Sater, Seymour and Pease, LLP
52 E. Gay Street
Columbus, Ohio 43215
Attention: Scott Doran, Esq.

if to Tenant:

CEP Acquisition, LLC
3560 W. Market Street, Ste. 300
Akron, OH 44333
Attention: Anthony Murru

with a copy to:

Brouse McDowell
388 South Main Street, Ste. 500
Akron, OH 44311
Attention: Robert P. Reffner, Esq.

Either party may change its address for notices by giving notice to the other party in the foregoing manner.

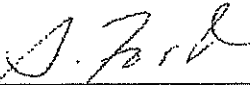
27. Miscellaneous. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principals, policies, or procedures. No amendment or modification to this Lease shall be valid unless in writing and executed by the party against whom enforcement of the amendment or modification is sought. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease may be executed in any number of counterparts, and each counterpart shall be deemed to be an original, and all counterparts together shall constitute one and the same agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes any prior negotiations, understandings, or agreements, whether formal or informal, written or oral.

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IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Lease as of the day and year first above written.

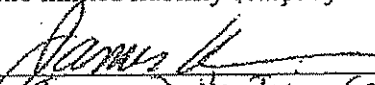
LANDLORD:

CARLISLE ENGINEERED PRODUCTS, INC.,
a Delaware corporation

By: 
Name: Steven J. Ford
Title: SECRETARY

TENANT:

CEP ACQUISITION, LLC,
an Ohio limited liability company


a(n) James D. VanTiem, Secretary and Treasurer

XX
XX
XX

STATE OF NEW YORK)
) SS:
COUNTY OF ONONDAGA)

The foregoing instrument was acknowledged before me this 12th day of August, 2005, by Steven J. Ford, Secretary of Carlisle Engineered Products, Inc., a Delaware corporation, on behalf of the corporation.

Marguerite K. Fitzsimmons
Notary Public

[SEAL]

My Commission Expires: March 4, 2006

MARGUERITE K. FITZSIMMONS
Notary Public, State of New York
Qualified in Onondaga County
No. 01F16070388
Commission Expires March 4, 2006

STATE OF Ohio)
) SS:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 12th day of August, 2005, by James D. Van Tiem, Secretary & Treasurer of CEP Acquisition, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Jennifer R. Leslie
Notary Public

[SEAL]

My Commission Expires: 7-31-07



JENNIFER R. LESLIE, Notary Public
Residence - Summit County
Statewide Jurisdiction, Ohio
My Commission Expires July 31, 2007

EXHIBIT A

Legal Description of Real Property

PARCEL 1

SITUATED IN THE TOWNSHIP AND VILLAGE OF MIDDLEFIELD, COUNTY OF GEAUGA AND STATE OF OHIO:

KNOWN AS BEING PART OF LOT NO. 2 IN SAID TOWNSHIP AND VILLAGE AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF OLD STATE ROAD AT THE NORTHEAST CORNER OF THE PARCEL CONVEYED TO GEAUGA INDUSTRIES COMPANY BY DEED RECORDED IN DEED BOOK 233, PAGE 50, GEAUGA COUNTY RECORDS; THENCE NORTH 1° EAST 160 FEET TO A POINT IN THE CENTER LINE OF OLD STATE ROAD; THENCE NORTH 82° 48' WEST AND PASSING THROUGH AN IRON PIN IN THE WESTERLY EDGE OF OLD STATE ROAD A TOTAL DISTANCE OF 445.08 FEET TO AN IRON PIN; THENCE SOUTH 0° 11' 30" EAST 220 FEET TO AN IRON PIN; THENCE NORTH 89° 27' 30" EAST A TOTAL OF 438.05 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.918 ACRES OF LAND.

BEING THE SAME PREMISES SURVEYED BY FULLERTON AND KERR REGISTERED SURVEYORS OF PAINESVILLE, OHIO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF THE OLD STATE ROAD AT THE NORTHEAST CORNER OF LAND CONVEYED TO GEAUGA INDUSTRIES COMPANY, INC., BY DEED RECORDED IN VOLUME 233, PAGE 50 GEAUGA COUNTY RECORDS OF DEEDS. THENCE ALONG THE NORTH LINE OF LAND OF SAID GEAUGA INDUSTRIES COMPANY, INC., SOUTH 89° 27' 30" WEST (AT 29.34 FEET PASSING THROUGH AN IRON PIN ON LINE) A DISTANCE OF 438.05 FEET TO AN IRON PIN IN THE EAST LINE OF LAND CONVEYED TO GEAUGA INDUSTRIES COMPANY, INC., BY DEED RECORDED IN VOLUME 332 PAGE 390, GEAUGA COUNTY RECORDS OF DEEDS. THENCE ALONG THE EAST LINE OF LAND OF LAST MENTIONED GEAUGA INDUSTRIES COMPANY, INC., NORTH 0° 11' 30" WEST (AT 133.26 FEET PASSING THROUGH A STAKE IN THE SOUTH CORPORATION LINE OF MIDDLEFIELD VILLAGE) A DISTANCE OF 220.00 FEET TO AN IRON PIPE STAKE. THENCE BY A LINE WHICH BEARS SOUTH 82° 48' EAST (AT 414.90 FEET PASSING THROUGH AN IRON PIPE STAKE IN THE WEST LINE OF OLD STATE ROAD) A DISTANCE OF 445.08 FEET TO A POINT IN THE CENTER LINE OF SAID ROAD. THENCE ALONG THE CENTER LINE OF OLD STATE ROAD SOUTH 1° 00' WEST (AT 23.30 FEET PASSING THROUGH AN IRON PIPE STAKE WHERE SAID CENTER LINE IS INTERSECTED BY THE SOUTH CORPORATION LINE OF MIDDLEFIELD VILLAGE) A DISTANCE OF 160.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.918 ACRES OF LAND OF WHICH 0.556 OF AN ACRE IS IN SAID VILLAGE AND 1.362 ACRES ARE IN SAID TOWNSHIP AS SURVEYED AND DESCRIBED BY FULLERTON AND KERR REGISTERED ENGINEERS AND SURVEYORS. BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

PARCEL 2:

SITUATED IN THE VILLAGE OF MIDDLEFIELD, COUNTY OF GEAUGA AND STATE OF OHIO:

AND BEING PART OF ORIGINAL MIDDLEFIELD TOWNSHIP LOT 32 AND IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE CENTER LINE OF THE OLD STATE ROAD AT THE NORTHEAST CORNER OF LAND CONVEYED FROM HELEN A. BODNAR TO GEAUGA INDUSTRIES COMPANY BY DEED DATED OCTOBER 6, 1959 AND RECORDED IN VOLUME 367, PAGE 392 OF GEAUGA COUNTY DEED RECORDS; THENCE ALONG THE NORTH LINE OF SAID LAND CONVEYED TO GEAUGA INDUSTRIES COMPANY, NORTH 82° 48' WEST PASSING THRU AN IRON PIPE STAKE IN THE WEST LINE OF OLD STATE ROAD A DISTANCE OF 445.08 FEET TO AN IRON PIPE STAKE LOCATED IN THE EAST LINE OF LAND CONVEYED BY JOHN A. FARMWALD TO GEAUGA INDUSTRIES CO. INC. BY DEED DATED OCTOBER 5, 1955 AND RECORDED IN VOLUME 282, PAGE 320 OF GEAUGA COUNTY DEED RECORDS; THENCE ALONG THE EAST LINE OF SAID LAND CONVEYED BY JOHN A. FARMWALD, NORTH 0° 11' 30" WEST TO A POINT IN THE SOUTH LINE OF LAND CONVEYED BY WILLIAM J. SMALLWOOD TO JOHN D. AND DOROTHY R. SMALLWOOD BY DEED DATED NOVEMBER 13, 1961 AND RECORDED IN VOLUME 400, PAGE 773 OF GEAUGA COUNTY DEED RECORDS; THENCE EAST ALONG THE SOUTH LINE OF SAID LAND

CONVEYED TO SMALLWOOD TO A POINT IN THE CENTERLINE OF THE OLD STATE ROAD; THENCE SOUTH ALONG THE CENTER LINE OF OLD STATE ROAD TO THE PLACE OF BEGINNING, CONTAINING ABOUT 3.0 ACRES ACCORDING TO THE COUNTY AUDITOR'S RECORDS.

PARCEL 3:

SITUATED IN THE TOWNSHIP OF MIDDLEFIELD, COUNTY OF GEAUGA AND STATE OF OHIO:

BEGINNING AT AN IRON PIPE WHICH MARKS THE SOUTHEAST CORNER OF A 0.72 ACRE PARCEL OF LAND CONVEYED TO GEAUGA INDUSTRIES CO. BY DEED RECORDED IN VOLUME 246, PAGE 226 OF GEAUGA COUNTY DEED RECORDS; THENCE SOUTH 82° 27' 30" WEST ALONG THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 93.20 FEET TO AN IRON PIPE; THENCE SOUTH 89° 30' WEST ALONG A CONTINUATION OF THE SOUTH LINE OF SAID PARCEL A DISTANCE OF 203.98 FEET TO AN IRON PIPE IN THE EASTERLY LINE OF A 14 ACRE PARCEL OF LAND NOW OR FORMERLY OWNED BY J. A. FARMWALD; THENCE SOUTH 0° 30' EAST ALONG SAID FARMWALD EAST LINE A DISTANCE OF 87.14 FEET TO AN IRON PIPE; THENCE NORTH 89° 30' EAST A DISTANCE OF 65 FEET TO AN IRON PIPE; THENCE SOUTH 0° 30' EAST A DISTANCE OF 54.5 FEET TO AN IRON PIPE; THENCE NORTH 89° 30' EAST A DISTANCE OF 251.26 FEET TO AN IRON PIPE; THENCE NORTH 7° 52' WEST A DISTANCE OF 154.34 FEET TO THE PLACE OF BEGINNING. CONTAINING WITHIN SAID BOUNDARIES 0.93 ACRES OF LAND IN ACCORDANCE WITH A SURVEY MADE BY CLOYD C. GRABER, SURVEYOR, MAY 17, 1955.

PARCEL NO. 4

SITUATED IN THE TOWNSHIP OF MIDDLEFIELD, COUNTY OF GEAUGA, AND STATE OF OHIO:

PARCEL OF LAND IN LOT #32 IN SAID TOWNSHIP, AND BOUNDED AND DESCRIBED AS FOLLOWS:

KNOWN AS BEING A PART OF THE CHAS. F. SCHWAN SUBDIVISION. BEGINNING ON AN IRON PIPE WHICH BEARS NORTH 0° 30' 00" WEST 289.77 FEET FROM THE SOUTH LINE OF LOT 32 AT THE SOUTHEAST CORNER OF A 14 ACRE TRACT OF LAND IN THE NAME OF J. A. FARMWALD AND ALONG THE EAST LINE OF SAID 14 ACRE TRACT TO THE BEGINNING POINT OF THIS SURVEY; THENCE, NORTH 89° 30' 00" EAST 151.21 FEET TO AN IRON PIPE AT THE SOUTHWEST CORNER OF LOT "B" OF THE CHAS. F. SCHWAN SUBDIVISION; THENCE NORTH 83° 10' 00" EAST 286.26 FEET THRU LOT "B" OF SAID SUBDIVISION; THENCE NORTH 83° 10' 00" EAST 286.26 FEET THRU LOT "B" OF SAID SUBDIVISION AND PASSING THRU AN IRON PIPE ON THE WEST MARGIN LINE OF OLD STATE ROAD TO A SPIKE ON THE CENTER LINE OF SAID ROAD; THENCE, NORTH 1° 00' 00" EAST 100.00 FEET ON THE CENTER LINE OF SAID ROAD TO AN IRON SPIKE ON THE CENTER LINE OF SAID ROAD; THENCE, SOUTH 89° 30' 00" WEST 438.49 FEET PASSING THRU AN IRON PIN ON THE MARGIN LINE OF SAID OLD STATE ROAD AND ALONG THE NORTH LINE OF LOT "A" OF SAID CHAS F. SCHWAN'S SUBDIVISION AND PASSING THRU AN IRON PIPE THE NORTHWEST CORNER OF LOT "A" OF SAID SUBDIVISION TO AN IRON PIPE ON THE EAST LINE OF THE SAID 14 ACRE TRACT; THENCE SOUTH 0° 30' 00" EAST 131.63 FEET ALONG THE EAST LINE OF SAID 14 ACRE TRACT TO THE PLACE OF BEGINNING, CONTAINING ONE AND TWO HUNDRED AND FIFTEEN THOUSANDTHS (1.215/1000) ACRES OF LAND BE THE SAME MORE OR LESS. THIS DESCRIPTION IS ALL OF LOT "A" PART OF LOT "B" OF THE CHAS. F. SCHWAN SUBDIVISION AND TWO HUNDRED AND SIXTY-ONE THOUSANDTHS (0.261/1000) ACRES OF THE CHAS. F. SCHWAN 4 ACRE TRACT OF LAND.

SURVEY AND DESCRIPTION MADE BY PREPARED BY L. S. SPEER REG. SURVEYOR #1262.

(GRANTOR CLAIMS TITLE TO THE ABOVE DESCRIBED PREMISES BY OR THROUGH INSTRUMENTS RECORDED IN VOLUME 224, PAGE 610 AND VOLUME 233, PAGE 50 OF THE GEAUGA COUNTY RECORDS).

PARCEL NO. 5

SITUATED IN THE TOWNSHIP OF MIDDLEFIELD, COUNTY OF GEAUGA AND STATE OF OHIO:

BEING A PART OF LOT 32 IN SAID TOWNSHIP AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF LAND OWNED BY J. A. FARMWALD AS RECORDED IN VOLUME 195, PAGE 632 OF THE GEAUGA COUNTY RECORDS OF DEEDS AND AT THE SOUTHWEST CORNER OF LAND OWNED BY GEAUGA INDUSTRIES; THENCE N. 89° -30' 00" E. ALONG THE SOUTH LINE OF LAND OWNED BY GEAUGA INDUSTRIES 151.21 FEET TO A POINT; THENCE N. 33° -13' -10" E. ALONG A SOUTHERLY LINE OF LAND OWNED BY GEAUGA INDUSTRIES 287.45 FEET TO A POINT IN THE CENTERLINE OF THE OLD STATE ROAD; THENCE S. 01° -00' -00" W. ALONG THE CENTERLINE OF THE OLD STATE ROAD 24.40 FEET TO AN ANGLE POINT IN THE CENTERLINE; THENCE S. 35° - 00' 00" E. ALONG THE CENTER LINE OF THE OLD STATE ROAD 52.03 FEET TO A POINT; THENCE S. 79° -26' -50" W. A DISTANCE OF 473.02 FEET TO AN IRON PIPE IN THE EAST LINE OF LAND OWNED BY THE AFORESAID FARMWALD AND PASSING THRU AN IRON PIPE 32.95 FEET FROM SAID CENTERLINE; THENCE N. 00°-30' -00" W. ALONG THE EAST LINE OF SAID FARMWALD 118.38 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.918 ACRE OF LAND AS SURVEYED JAN. 1949, BY RICHARD SPERRY.

(GRANTOR CLAIMS TITLE TO THE ABOVE DESCRIBED PREMISES BY OR THROUGH INSTRUMENTS RECORDED IN VOLUME 237, PAGE 100 OF THE GEAUGA COUNTY RECORDS).

PARCEL NO. 6

SITUATED IN THE TOWNSHIP OF MIDDLEFIELD, COUNTY OF GEAUGA, AND STATE OF OHIO: AND KNOWN AS BEING PART OF LOT 32 OF SAID TOWNSHIP AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE AT THE SOUTHWESTERLY CORNER OF A .918 ACRE PARCEL CONVEYED TO GEAUGA INDUSTRIES CO., INC., BY DEED RECORDED IN VOLUME 237, PAGE 100 OF GEAUGA COUNTY DEED RECORDS;
THENCE NORTH 79° 26' 50" EAST ALONG THE SOUTHERLY LINE OF SAID .918 ACRE PARCEL 285.0 FEET TO AN IRON PIPE;
THENCE SOUTH 7° 52' EAST 123.6 FEET TO AN IRON PIPE IN THE SOUTHERLY LINE OF A 1.374 ACRE PARCEL OF LAND DESCRIBED IN A DEED TO ADRIAN AND GLADYS WELCH BY DEED RECORDED IN VOLUME 223, PAGE 26 OF GEAUGA COUNTY DEED RECORDS;
THENCE SOUTH 82° 27' 30" WEST ALONG THE SOUTHERLY LINE OF SAID 1.374 ACRE PARCEL 93.20 FEET TO AN IRON PIPE;
THENCE SOUTH 89° 30' WEST, CONTINUING ALONG THE SOUTHERLY LINE OF SAID 1.374 ACRE PARCEL 203.98 FEET TO AN IRON PIPE IN THE EASTERLY LINE OF A 14 ACRE PARCEL OF LAND NOW OR FORMERLY OWNED BY J. A. FARMWALD;
THENCE NORTH 0° 30' WEST ALONG SAID EASTERLY LINE 84.25 FEET TO THE PLACE OF BEGINNING. CONTAINING 0.72 ACRES OF LAND, PER SURVEY BY C. C. GRABER SEPT. 1, 1951. BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

(GRANTOR CLAIMS TITLE TO THE ABOVE DESCRIBED PREMISES BY OR THROUGH INSTRUMENTS RECORDED IN VOLUME 246, PAGE 226 OF THE GEAUGA COUNTY RECORDS.

PARCEL NO. 7

SITUATED PARTLY IN THE VILLAGE AND PARTLY IN TOWNSHIP OF MIDDLEFIELD, COUNTY OF GEAUGA AND STATE OF OHIO: AND KNOWN AS BEING PART OF ORIGINAL MIDDLEFIELD TOWNSHIP LOTS NO'S 32 AND 39 AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER LINE OF GEORGIA ROAD AT THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO DAN J. FARMWALD ET AL, BY DEED RECORDED IN VOLUME 260, PAGE 40 OF GEAUGA COUNTY RECORDS;
THENCE NORTH 0° 30' WEST, ALONG SAID DAN J. FARMWALD'S WESTERLY LINE AND THRU AN IRON MONUMENT AT 30 FEET A TOTAL DISTANCE OF 506.76 FEET TO THE DIVIDING LINE BETWEEN SAID LOTS NO'S 32 AND 39;
THENCE CONTINUING NORTH 0° 30' WEST AND ALONG THE WESTERLY LINE OF LAND FORMERLY OWNED BY CHARLES F. SCHWAN 421.40 FEET TO AN IRON MONUMENT MARKING THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO HELEN BODNAR BY DEED RECORDED IN VOLUME 195, PAGE 266 OF GEAUGA COUNTY RECORDS.

THENCE CONTINUING NORTH 0° 30' WEST ALONG SAID HELEN BODNAR'S WESTERLY LINE 133.30 FEET TO AN IRON MONUMENT IN THE SOUTHERLY LINE OF MIDDLEFIELD VILLAGE, AND CONTINUING NORTH 0° 30' WEST ALONG SAID BODNAR WESTERLY LINE 331.08 FEET TO AN IRON MONUMENT IN THE SOUTHERLY LINE OF LAND DESCRIBED IN A DEED TO REBECCA M. OLDS AS RECORDED IN VOLUME 205, PAGE 36 OF GEAUGA COUNTY RECORDS; THENCE NORTH 89° 48' WEST ALONG SAID OLD'S SOUTHERLY LINE 200.02 FEET TO AN IRON MONUMENT; THENCE SOUTH 0° 30' EAST 334.97 FEET TO AN IRON MONUMENT IN THE SOUTH LINE OF MIDDLEFIELD VILLAGE; THENCE CONTINUING SOUTH 0° 30' EAST A DISTANCE OF 1059.91 FEET TO THE CENTER LINE OF GEORGIA ROAD AND PASSING THRU AN IRON MONUMENT 30 FEET THEREFROM; THENCE NORTH 89° 32' EAST 200.00 FEET TO THE PLACE OF BEGINNING. CONTAINING A TOTAL OF 6.40 ACRES OF LAND OF WHICH 2.14 ACRES IS IN THE VILLAGE OF MIDDLEFIELD AND 1.93 ACRES IN LOT 32 IN MIDDLEFIELD TOWNSHIP AND 2.33 ACRES IN LOT 39 IN SAID TOWNSHIP, PER SURVEY OF C. C. GRABER MADE JULY 11, 1955.

EXCEPTION

SITUATED IN THE VILLAGE OF MIDDLEFIELD, COUNTY OF GEAUGA AND STATE OF OHIO, AND KNOWN AS BEING A PART OF ORIGINAL MIDDLEFIELD TOWNSHIP LOT NO. 32 (NOW MIDDLEFIELD VILLAGE), AND BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE CENTERLINE OF GEORGIA ROAD (COUNTY ROAD NO. 124), AT THE SOUTHWEST CORNER OF LAND CONVEYED TO THE GEAUGA INDUSTRIES COMPANY, AS RECORDED IN VOLUME 282, PAGE 320, OF THE GEAUGA COUNTY RECORD OF DEEDS; THENCE NORTH 0° 30' 00" WEST MEASURED ALONG THE WEST LINE OF THE GEAUGA INDUSTRIES COMPANY LAND, PASSING THRU AN IRON PIPE SET ON THE NORTH MARGIN LINE OF THE SAID GEORGIA ROAD AND CONTINUING A DISTANCE OF 1059.91 FEET TO AN IRON PIPE SET ON THE CORPORATION LINE OF MIDDLEFIELD VILLAGE, AND CONTINUING A TOTAL DISTANCE OF 1309.88 FEET TO AN IRON PIPE AND THE PRINCIPAL BEGINNING POINT OF THIS SURVEY; THENCE, SOUTH 89° 48' 00" EAST 75.00 FEET THRU THE GEAUGA INDUSTRIES COMPANY LAND TO AN IRON PIPE; THENCE, NORTH 0° 30' 00" WEST 85.00 FEET TO AN IRON PIPE ON THE SOUTH LINE OF LAND NOW OR FORMERLY IN THE NAME OF REBECCA M. OLDS, AS RECORDED IN VOLUME 205, PAGE 36, OF THE GEAUGA COUNTY RECORDS OF DEEDS; THENCE, NORTH 89° 48' 00" WEST 75.00 FEET ALONG THE SOUTH LINE OF THE OLDS PROPERTY TO AN IRON PIN IN THE NORTHEAST CORNER OF LAND IN THE NAME OF J. A. FARMWALD, AS RECORDED IN VOLUME 195, PAGE 632, OF THE GEAUGA COUNTY RECORD OF DEEDS; THENCE, SOUTH 0° 30' 00" EAST 85.00 FEET ALONG THE EAST LINE OF THE SAID FARMWALD LAND, TO THE PLACE OF BEGINNING, CONTAINING ONE HUNDRED AND FORTY-SIX ONE THOUSANDTHS (0.146/1000) ACRES OF LAND. THIS BEING THE NORTHWEST CORNER OF THE GEAUGA INDUSTRIES COMPANY LAND. BEARINGS ARE GIVEN TO INDICATE ANGLES ONLY. (SURVEY AND DESCRIPTION MADE AND PREPARED BY L. S. SPEAR, SURVEYOR REG. #1262.)

PARCEL 8:

SITUATED IN THE TOWNSHIP OF MIDDLEFIELD, COUNTY OF GEAUGA, AND STATE OF OHIO, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEING PART OF LOT 39 OF MIDDLEFIELD TOWNSHIP: COMMENCING AT THE SOUTHWEST CORNER OF LAND DEEDED TO FANNY J. DETWEILER BY DEED RECORDED IN VOL. 229, PAGE 113 OF GEAUGA COUNTY RECORDS OF DEEDS, SAID POINT ALSO BEING IN THE CENTERLINE OF GEORGIA ROAD, SO-CALLED; THENCE NORTH ALONG SAID DETWEILER WEST LINE A DISTANCE OF 455 FEET TO THE NORTHWEST CORNER OF SAID DETWEILER LAND; THENCE EAST ALONG DETWEILER NORTH LINE A DISTANCE OF 245 FEET TO THE WEST LINE OF LAND NOW OR FORMERLY OWNED BY O. L. HOPKINS AND ELLEN HOPKINS; THENCE IN THE SOUTHERLY DIRECTION ALONG A LINE PARALLEL TO SAID DETWEILER WEST LINE A

DISTANCE OF 455 FEET TO A POINT IN THE CENTERLINE OF SAID GEORGIA ROAD; THENCE IN A WESTERLY DIRECTION ALONG SAID CENTERLINE A DISTANCE OF 245 FEET TO THE PLACE OF BEGINNING.

CONTAINING APPROXIMATELY 2.56 ACRES, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

NEXT PRECEDING TRANSFER VOL. 254, PAGE 468, GEauga COUNTY RECORDS OF SAID DEEDS. SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SITUATED IN THE TOWNSHIP OF MIDDLEFIELD, COUNTY OF GEauga AND STATE OF OHIO AND KNOWN AS BEING PART OF LOT NO. 39 IN SAID MIDDLEFIELD TOWNSHIP AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF GEORGIA RD., SO-CALLED, AT THE SOUTHWEST CORNER OF LANDS IN THE NAME OF E. AND N. BURKHOLDER AS RECORDED IN VOL. 292, PAGE 310 OF THE GEauga COUNTY RECORDS OF DEEDS.

SAID POINT BEING THE PRINCIPLE PLACE OF BEGINNING.

THENCE FROM SAID PLACE OF BEGINNING, N. 01° 12' 40" E. AND PASSING THROUGH AN IRON PIN SET 30.00 FEET THEREFROM, A TOTAL DISTANCE OF 453.89 FEET TO AN IRON PIN SET IN THE SOUTHERLY LINE OF LANDS IN THE NAME OF GEauga INDUSTRIES CO., AS RECORDED IN VOL. 362, PAGE 562 OF THE GEauga COUNTY RECORDS OF DEEDS;

THENCE N. 88° 46' 20" W. ALONG THE SOUTHERLY MARGIN OF SAID GEauga INDUSTRIES CO. LANDS, A DISTANCE OF 245.00 FEET TO AN IRON PIN FOUND AT THE SOUTHWEST CORNER THEREOF;

THENCE S. 01° 12' 40" W. ALONG THE EASTERLY MARGIN OF AN UNRECORDED PARCEL OF LAND A DISTANCE OF 452.63 FEET TO THE CENTERLINE OF SAID GEORGIA ROAD AND PASSING THROUGH AN IRON PIN SET 30.00 FEET THEREFROM;

THENCE S. 88° 30' 00" E. ALONG THE CENTERLINE OF SAID GEORGIA ROAD, A DISTANCE OF 245.00 FEET TO THE PRINCIPLE PLACE OF BEGINNING.

CONTAINING 2.5495 ACRES OF LAND; BE THE SAME MORE OR LESS BUT SUBJECT TO ALL LEGAL HIGHWAYS.

PARCEL 9:

SITUATED IN THE TOWNSHIP OF MIDDLEFIELD, COUNTY OF GEauga AND STATE OF OHIO:

PARCEL OF LAND IN LOT #32 IN SAID TOWNSHIP AND BOUNDED AND DESCRIBED AS FOLLOWS: KNOWN AS BEING A PART OF THE CHAS F. SCHWAN SUB-DIVISION. BEGINNING ON AN IRON PIPE WHICH BEARS NORTH 0-30'-00" WEST 84.17 FEET FROM THE SOUTH LINE OF LOT #32 AT THE SOUTH-EAST CORNER OF A 14 ACRE TRACT OF LAND IN THE NAME OF J.A. FARMWALD AS RECORDED IN VOL. 195, PAGE 632 OF THE GEauga COUNTY RECORD OF DEEDS. THE BEGINNING POINT OF THIS SURVEY; -THENCE NORTH 89° -30'-00" EAST 203.98 FEET TO AN IRON PIPE THE SOUTH-WEST CORNER OF A TWENTY-EIGHT HUNDREDTH (0.28/100) ACRE PAGE 320 OF THE GEauga COUNTY RECORD OF DEEDS:- THENCE, NORTH 82°-27'-30" EAST 349.60 FEET PASSING THRU AN IRON PIPE ON THE LINE OF SAID ROAD;- THENCE, NORTH 35°-00'-00" WEST 102.40 FEET ON THE CENTER LINE OF SAID ROAD TO AN IRON SPIKE:- THENCE, SOUTH 89° -30'-00" WEST 492.01 FEET PASSING THRU AN IRON PIPE ON THE WEST MARGIN LINE OLD STATE ROAD ON THE SOUTH LINE OF THE NINE HUNDRED AND NINE THOUSANDTHS (0.909/1000) ACRE PARCEL AND PASSING THRU THE SOUTH-WEST CORNER OF LOT "C" OF THE CHAS F. SCHWAN SUB-DIVISION TO AN IRON PIPE ON THE EAST LINE OF THE SAID J. A. FARMWALD 14 ACRE TRACT:- THENCE, SOUTH 0° 30'-00" EAST 127.25 FEET ON THE EAST LINE OF THE 14 ACRE TRACT TO THE PLACE OF BEGINNING, CONTAINING ONE AND THREE HUNDRED AND SEVENTY-FOUR THOUSANDTHS (1.374/1000) ACRES OF LAND, BE THE SAME LOT "E" OF THE CHAS F. SCHWAN SUB-DIVISION AND PART OF THE CHAS F. SCHWAN 4 ACRE TRACT. SURVEY AND DESCRIPTION MADE AND PREPARED BY L. S. SPEER, REG. SURVEYOR #1262.

LAST PREVIOUS RECORDING: VOL. 223. PG. 26

PARCEL 10

SITUATED IN THE TOWNSHIP OF MIDDLEFIELD, COUNTY OF GEAUGA, AND STATE OF OHIO:

PARCEL OF LAND IN LOT #32 IN SAID TOWNSHIP AND BOUNDED AND DESCRIBED AS FOLLOWS: KNOWN AS BEING A PART OF THE CHAS F. SCHWAN SUB-DIVISION. BEGINNING ON AN IRON PIPE WHICH BEARS NORTH 0° - 30' - 00" WEST 214.39 FEET FROM THE SOUTH LINE OF LOT #32 AT THE SOUTH-EAST CORNER OF A 14 ACRE TRACT OF LAND IN THE NAME OF J.A. FARMWALD RECORDED IN VOL. 195, PAGE 632 OF THE GEAUGA COUNTY RECORDS OF DEEDS. THE BEGINNING POINT ON THIS SURVEY:- THENCE, NORTH 89° -30' -00" EAST 492.01 FEET PASSING THRU AN IRON PIPE THE SOUTH-WEST CORNER OF LOT "C" OF THE CHAS F. SCHWAN'S SUBDIVISION AND CONTINUING ALONG THE SOUTH LINE OF LOT "C" AND PASSING THRU AN IRON PIPE ON THE WEST MARGIN LINE OF OLD STATE ROAD TO AN IRON SPIKE IN THE CENTER OF SAID ROAD;- THENCE, NORTH 35° -00' -00" WEST 100.03 FEET ON THE CENTER LINE OF OLD STATE ROAD PASSING THRU THE NORTH-EAST CORNER OF LOT "C" OF THE SAID SUB-DIVISION TO AN ANGLE POINT IN SAID ROAD:- THENCE, NORTH 1° 00' -00" EAST 24.40 FEET ON THE CENTER LINE OF SAID ROAD TO AN IRON SPIKE;- THENCE, SOUTH 86°-10'-00" WEST 286.26 FEET PASSING THRU AN IRON PIPE ON THE WEST MARGIN LINE OF OLD STATE ROAD TO AN IRON PIPE THE NORTH-WEST CORNER OF LOT "C" OF THE SAID SUB-DIVISION:- THENCE, SOUTH 89° -30'-00" WEST 151.21 FEET TO AN IRON PIPE ON THE EAST LINE OF THE SAID 14 ACRE TRACT;- THENCE SOUTH 0°-30'-00" EAST 75.38 FEET ON THE EAST LINE OF THE SAID 14 ACRE TRACT TO THE PLACE OF BEGINNING, CONTAINING NINE HUNDRED AND NINE THOUSANDTHS (0.909/1000) ACRE, BE THE SAME MORE OR LESS.

THIS DESCRIPTION INCLUDES ALL OF LOT "C" AS RECORDED IN VOL. 201, PAGE 470 OF GEAUGA COUNTY RECORD OF DEEDS IN THE NAME OF D. & H. YOUNG, AND PART OF CHAS. F. SCHWAN'S 4 ACRE TRACT AND FORTY-SIX THOUSANDTHS (0.046/1000) ACRES OF LOT "B" OF THE CHAS. F. SCHWAN'S SUB-DIVISION.

LAST PREVIOUS RECORDING: VOL. 237, PG. 99

EXCEPTING AND RESERVING THEREFROM 0.918 ACRE AS DESCRIBED BELOW AND RECORDED IN VOL. 237, PG. 100:

SITUATED IN THE TOWNSHIP OF MIDDLEFIELD, COUNTY OF GEAUGA, AND STATE OF OHIO:

BEING A PART OF LOT 32 IN SAID TOWNSHIP AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE EAST LINE OF LAND OWNED BY J. A. FARMWALD AS RECORDED IN VOLUME 195, PAGE 632 OF THE GEAUGA COUNTY RECORDS OF DEEDS AND AT THE SOUTHWEST CORNER OF LAND OWNED BY GEAUGA INDUSTRIES; THENCE N 89° -30' -00" E ALONG THE SOUTH LINE OF LAND OWNED BY GEAUGA INDUSTRIES 151.21 FEET TO A POINT; THENCE N 83° -13' -10" E ALONG A SOUTHERLY LINE OF LAND OWNED BY GEAUGA INDUSTRIES 287.45 FEET TO A POINT IN THE CENTERLINE OF THE OLD STATE ROAD; THENCE 01° -00' 00" W ALONG THE CENTERLINE OF THE OLD STATE ROAD 24.40 FEET TO AN ANGLE POINT IN THE CENTERLINE; THENCE S 35° -00' -00" E ALONG THE CENTER LINE OF THE OLD STATE ROAD 52.03 FEET TO A POINT; THENCE S 79° -26' -50" W A DISTANCE OF 473.02 FEET TO AN IRON PIPE IN THE EAST LINE OF LAND OWNED BY THE AFORESAID FARMWALD AND PASSING THRU AN IRON PIPE 32.95 FEET FROM SAID CENTERLINE; THENCE N 00° -30'00" W ALONG THE EAST LINE OF SAID FARMWALD 118.38 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.918 ACRE OF LAND AS SURVEYED JAN 1949 BY RICHARD SPERRY.

AND FURTHER EXCEPTING AND RESERVING THEREFROM 0.72 AS DESCRIBED BELOW AND RECORDED IN VOL. 246, PG. 226;

SITUATED IN THE TOWNSHIP OF MIDDLEFIELD, COUNTY OF GEAUGA AND STATE OF OHIO, AND KNOWN AS BEING PART OF LOT 32 OF SAID TOWNSHIP, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE AT THE SOUTHWEST CORNER OF A .918 ACRE PARCEL CONVEYED TO GEAUGA INDUSTRIES CO., INC. BY DEED RECORDED IN VOLUME 237, PAGE 100

OF GEAUGA COUNTY DEED RECORDS;

THENCE, NORTH 79° 26' 50" EAST ALONG THE SOUTHERLY LINE OF SAID .918 ACRE PARCEL 285.00 FEET TO AN IRON PIPE;

THENCE SOUTH 7° 52' EAST 123.6 FEET TO AN IRON PIPE IN THE SOUTHERLY LINE OF A 1.374 ACRE PARCEL OF LAND DESCRIBED IN A DEED TO ADRIAN AND GLADYS WELCH BY DEED RECORDED IN VOLUME 223, PAGE 26 OF GEAUGA COUNTY DEED RECORDS;

THENCE SOUTH 82° 27' 30" WEST ALONG THE SOUTHERLY LINE OF SAID 1.374 ACRE PARCEL 93.20 FEET TO AN IRON PIPE;

THENCE SOUTH 89° 30' WEST CONTINUING ALONG THE SOUTHERLY LINE OF SAID 1.374 ACRE PARCEL 203.98 FEET TO AN IRON PIPE IN THE EASTERLY LINE OF A 14 ACRE PARCEL OF LAND NOW OR FORMERLY OWNED BY J. A. FARMWALD;

THENCE NORTH 0° 30' WEST ALONG SAID EASTERLY LINE 84.25 FEET TO THE PLACE OF BEGINNING. CONTAINING 0.72 ACRES OF LAND, PER SURVEY BY C. C. GRABER, SEPT. 1, 1951. BE THE SAME MORE OR LESS BUT SUBJECT TO ALL LEGAL HIGHWAYS.

LEAVING A TOTAL OF .64 ACRE, MORE OR LESS.

PARCEL 11:

SITUATED IN THE TOWNSHIP AND VILLAGE OF MIDDLEFIELD COUNTY OF GEAUGA AND STATE OF OHIO:

BEING 14 ACRES OF LAND, PART OF LOT 32 IN SAID TOWNSHIP, BOUNDED: BEGINNING ON THE SOUTH LINE OF SAID LOT NO. 32, AT THE SOUTHEAST CORNER OF 20 ACRES OF LAND CONVEYED BY MOLLIE VINUNSKY TO J. C. SCHMUCKER BY DEED DATED DEC. 2, 1914 AND RECORDED IN VOL. 142, PAGE 232, RECORDS OF DEEDS OF GEAUGA COUNTY; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF SAID LOT NO. 32, 686.1 FEET TO 4 ACRES OF LAND CONVEYED BY MOLLY VINUNSKY TO DANIEL P. YODER BY DEED DATED APRIL 17, 1919 AND RECORDED IN VOL. 154, PAGE 499, RECORDS OF DEEDS OF GEAUGA COUNTY; THENCE NORTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID LAND CONVEYED TO SAID J. C. SCHMUCKER, 885.1 FEET TO 30 ACRES OF LAND CONVEYED BY WILLIAM J. BELDEN ET AL, TO A. G. ATWOOD BY DEED DATED GEAUGA COUNTY; THENCE WESTERLY ALONG SAID ATWOOD'S SOUTHERLY LINE OF 686.1 FEET TO THE EASTERLY LINE OF SAID SCHMUCKER'S LAND; THENCE SOUTHERLY ALONG SAID SCHMUCKER'S EASTERLY LINE 892.7 FEET TO THE PLACE OF BEGINNING.

EXCEPTING AND RESERVING 4.07 ACRES CONVEYED TO GEAUGA INDUSTRIES CO. INC. BY DEED RECORDED IN VOLUME 282, PAGE 320 OF GEAUGA COUNTY RECORDS.

LEAVING 9.93 ACRES OF WHICH 3.74 ACRES ARE IN THE VILLAGE OF MIDDLEFIELD AND 6.19 IN THE TOWNSHIP

ALSO EXCEPTING .76 ACRES CONVEYED TO D. & E. FARMWALD IN DEED VOL 260 PG 40.

ALSO EXCEPTING 0.480 ACRES CONVEYED TO VILLAGE OF MIDDLEFIELD VOL 719 PG 562.

SITUATED IN THE VILLAGE OF MIDDLEFIELD, COUNTY OF GEAUGA, AND STATE OF OHIO.

AND KNOWN AS BEING PART OF A 9.93 ACRE TRACT OF LAND NOW OR FORMERLY OWNED BY GEAUGA INDUSTRIES COMPANY BY DEED RECORDED IN VOLUME 568, PAGE 1209 OF THE GEAUGA COUNTY RECORDS OF DEEDS, ALSO BEING A PART OF ORIGINAL MIDDLEFIELD TOWNSHIP LOT NO. 32 (NOW MIDDLEFIELD VILLAGE) AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF LAND NOW OR FORMERLY OWNED BY THE VILLAGE OF MIDDLEFIELD AS RECORDED IN VOLUME 392, PAGE 118 OF THE GEAUGA COUNTY RECORDS OF DEEDS, SAID IRON PIPE BEING ON THE SOUTHERLY LINE OF LAND NOW OR FORMERLY OWNED BY JOHN D. AND DOROTHY R. SMALLWOOD AS RECORDED IN VOLUME 400, PAGE 773 OF THE GEAUGA COUNTY RECORDS OF DEEDS.

THENCE ALONG THE SOUTHERLY LINE OF LAND OF SAID JOHN D. AND DOROTHY R. SMALLWOOD NORTH 89° 52' 06" WEST A DISTANCE OF 411.97 FEET TO AN IRON PIPE SET, SAID IRON PIPE SET BEING THE PRINCIPLE PLACE OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND;

THENCE BY A LINE WHICH BEARS SOUTH 0° 07' 54" WEST A DISTANCE OF 140.00 FEET TO AN IRON PIPE SET;

THENCE BY A LINE WHICH BEARS NORTH 89° 52' 06" WEST A DISTANCE OF 148.89 FEET TO AN IRON PIPE SET ON THE EASTERLY LINE OF LAND NOW OR FORMERLY OWNED BY D. SMALLWOOD AND J. HAUETER BY DEED RECORDED IN VOLUME 551, PAGE 601 AND VOLUME 574, PAGE 1189 OF THE GEAUGA COUNTY RECORDS OF DEEDS;

THENCE ALONG THE EASTERLY LINE OF LAND OF SAID D. SMALLWOOD AND J. HAUETER NORTH 0° 19' 19" WEST A DISTANCE OF 140.00 FEET TO AN IRON PIPE FOUND AT THE NORTHWESTERLY CORNER OF LAND NOW OR FORMERLY OWNED BY GEAUGA INDUSTRIES COMPANY BY DEED RECORDED IN VOLUME 568, PAGE 1209 OF THE GEAUGA COUNTY RECORDS OF DEEDS;

THENCE ALONG THE SOUTHERLY LINE OF LAND OF SAID JOHN D. AND DOROTHY R. SMALLWOOD SOUTH 89° 52' 06" EAST A DISTANCE OF 150.00 FEET TO THE PRINCIPLE PLACE OF BEGINNING, AND CONTAINING 0.480 ACRES OF LAND.

THIS DESCRIPTION IS BASED UPON A SURVEY PERFORMED BY BURGESS & NIPLE, LIMITED ON MAY, 1984 AND WRITTEN BY BURGESS & NIPLE, LIMITED UNDER THE SUPERVISION OF LARRY J. WOODLAN, REGISTERED SURVEYOR S-05798.