

Tract 3 & 4

TO: DON CAIN ESTATE

Parcel Numbers: L3403600600; L3403600700
78 acres, more or less, Auglaize County

PRELIMINARY OWNER'S TITLE CERTIFICATE

The undersigned hereby certifies that he has made a thorough examination of the records of Auglaize County, Ohio, as disclosed by the public indexes in accordance with the Ohio Marketable Title Act, relating to the premises hereinafter described in Item I. This examination commenced with (i) a Certificate of Transfer from I. R. Coates, deceased, to Gordon R. Coates, filed for record May 13, 1966, at Volume 194, Page 13, of the Auglaize County Deed Records; and (ii) a Warranty Deed from Isaac R. Coates and Violet LaVere Coates, husband and wife, to Gordon R. Coates and Darene S. Coates, filed for record January 19, 1963, at Volume 185, Page 204, of the Auglaize County Deed Records; and continued to the date hereof.

This certificate does not purport to cover matters not of record in the County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, zoning and other governmental regulations, or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the premises is located.

The undersigned hereby certifies that, in his opinion based upon the records, the fee simple title to the premises is vested in Don E. Cain, by virtue of a Warranty Deed from Don Edward Cain and Shirley Evelyn Cain, husband and wife, filed for record December 4, 2003, at Book 499, Page 1461, of the Official Records of Auglaize County, Ohio; and that as appears from the records, the title is marketable and free from encumbrances except and subject to the matters set forth below.

ITEM I SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION OF REAL ESTATE.

ITEM II

Real Estate Taxes:

Parcel Number: L3403600600

Tax Valuation: \$193,540

Taxes per Half: \$ 314.43 – 1st half

\$ 301.75 – 2nd half

Assessments: Metz Ditch Maintenance \$ 6.02 – payable 1st half only

Thrush Ditch Maintenance \$ 6.66 – payable 1st half only

TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

Parcel Number: L3403600700

Tax Valuation: \$183,800

Taxes per Half: \$ 347.45 – 1st half

\$ 335.44 – 2nd half

Assessments: Metz Ditch Maintenance \$ 3.98 – payable 1st half only

Thrush Ditch Maintenance \$ 8.03 – payable 1st half only

TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

SPECIAL NOTE: THE REAL PROPERTY IS CURRENTLY TAXED BASED UPON ITS CURRENT AGRICULTURAL USE VALUATION (CAUV), WHICH RESULTS IN A LOWER TAX THAN IF THE REAL ESTATE WERE VALUED AT ITS FAIR MARKET VALUE. THE REMOVAL OF ANY PART OF THE PROPERTY FROM AGRICULTURAL USE, OR THE FAILURE TO TIMELY FILE APPLICATIONS WITH THE COUNTY AUDITOR TO MAINTAIN THE TAXATION OF THE REAL ESTATE BASED UPON CAUV WILL RESULT IN A RECAPTURE OF THE REAL ESTATE TAXES SAVED BY REASON OF THE CAUV FOR A THREE-YEAR PERIOD.

ITEM III

Oil and Gas Lease from Gordon R. Coates and Darene J. Coates, husband and wife, to Simcox Oil Company, filed for record April 21, 1964, at Volume 16, Page 396, of the Oil Lease Records of Auglaize County, Ohio, a copy of which is attached hereto.

ITEM IV

Oil and Gas Lease from I. R. Coates and LaVere V. Coates, husband and wife, to Simcox Oil Company, filed for record April 21, 1964, at Volume 16, Page 398, of the Oil Lease Records of Auglaize County, Ohio, a copy of which is attached hereto.

Dated at Sidney, Ohio, this 1st day of April, 2021, at 8:30 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association

By: _____

Thomas J. Potts

EXHIBIT "A"

TRACT ONE

Located in Union Township, County of Auglaize and State of Ohio, to-wit:

The east half of the east half of the northwest quarter of Section Thirty-six (36), town five (5) south, range seven (7) east, containing forty (40) acres, more or less.

TRACT TWO

Located in the Township of Union, County of Auglaize and State of Ohio, to-wit:

The west half of the east half of the northwest quarter of Section thirty-six (36), town five (5) south, range seven (7) east, containing forty (40) acres, more or less.

LESS AND EXCEPT:

The following described tract of ground is part of the Northeast quarter of the Northwest Quarter of Section 36, Union Township, Town 5 South, Range 7 East, Auglaize County, Ohio, and is more particularly described as follows:

Commencing at a Monument Box located at the Northeast corner of the Northeast Quarter of the Northwest Quarter of Section 36, Union Township, Auglaize County; thence with an assumed bearing of N 90°-00'W along the centerline of County Road 150, Middle Pike Rd., and the north line of Section 36, Union Township, a distance of 857.38 feet to a Railroad Spike and the PLACE OF BEGINNING; thence continuing with a bearing of N 90°-00'W along the center of County Road 150 and the north line of Section 36, Union Township, a distance of 295.16 feet to a Railroad Spike; thence with a bearing of S. 00°-00'W a distance of 295.16 feet to an iron pin, passing thru an iron pin at 25.00 feet located on the South right-of-way line of County Road 150; thence with a bearing of S 90°-00'E a distance of 295.16 feet to an iron pin; thence with a bearing of N 00°-00'E a distance of 295.16 feet to a Railroad Spike, passing thru an iron pin at 270.16 feet located on the South right-of-way line of County Road 150, said Railroad Spike being the true PLACE OF BEGINNING.

Containing in all 2.00 acres, of which 0.169 acre has been dedicated for highway purposes. The above described tract of ground is subject to all legal easements and restrictions, if any, of record or in use on said premises.

Prior Instrument Reference: OR Book 499, Page 1461, of the Deed Records of Auglaize County, Ohio.

Parcel No. L3403600600 – 40 acres

Parcel No. L3403600700 – 38 acres

OIL AND GAS LEASE

Agreement: Made and entered into the 15 th day of April 19 64 by and between Gordon R. Coates and Dorene J. Coates, Husband & wife

of Route # 1 - Warakentz, Ohio hereinafter called lessor (whether one or more), and Cimcoy Oil Company hereinafter called lessee: of Pox # 447 - Fairfield, Ill

Witnesseth: That the said lessor, for and in consideration of one Dollar cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the Township of Union County of Auglaize State of Ohio described as follows, to wit:

The West 1/2 of the East 1/2 of the NW 1/4 of section 36.

of Section 36, Township 5 S, Range 7 E, and containing 40 acres, more or less.

It is agreed that this lease shall remain in force for a primary term of one year from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessee shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessee covenants and agrees:

- 1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect with on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.
3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 15 th day of April 19 65 this lease shall terminate as to both parties, unless the lessee shall, on or before that date, pay or tender to the lessor or the lessor's credit to the Bank at

or its successors, which shall continue as the depository regardless of changes in ownership of said land, the sum of

dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee and the depositing of such currency, draft or check in any postoffice, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and all other rights hereinbefore mentioned.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinabove provided. And it is agreed that on the resumption of the payments of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals therein provided for shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

This lease prepared by: David J. Hall, P.O. Box 44, Ithaca, Michigan

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be in-operative as to such portion so consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

~~This lease is to be held in full force and effect until the time of its expiration.~~

IN TESTIMONY WHEREOF WE SIGN, This the 15 TH day of April, 1964

Witnesses: David A. [Signature] (SEAL) Gordon R. Coates (SEAL)
Gerald Bone (SEAL) Barrene S. Coates (SEAL)
[Signature] (SEAL) Barrene S. Coates (SEAL)
[Signature] (SEAL) [Signature] (SEAL)

STATE OF Ohio) SS. ACKNOWLEDGMENT TO THE LEASE
COUNTY OF Aurora)

On this 15 th day of April, A. D. 1964 before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared Gordon R. Coates and Barrene S. Coates,
husband and wife,

to me known as the person described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.

Gerald Bone - Attorney
Notary Public Aurora County, Ohio
My Commission Expires July 1st Acting in Aurora County, Ohio

1000*3
OIL AND GAS LEAS.
FROM
TO
Dated _____
Section _____ Township _____ Range _____
No. Acres _____ County _____
Term _____
This instrument was filed for record on day of April 21 1964
o'clock P m., and duly recorded in B Page 396-397 of the records of Lela Kentner Register
By _____ Fee \$2.00
When Recorded _____
Return to _____
Printed by Petroleum Publishers, Inc., 26, 27th
Producers - 26 Form Number 1-1

VOL 16 PAGE 398
OIL AND GAS LEASE

Agreement: Made and entered into the 15th day of April 1964 by and between I. R. Coates and LuVere V. Coates, Husband & Wife

of Route # 1 - Wapakoneta, Ohio hereinafter called lessor (whether one or more), and Simcox Oil Company, Inc. hereinafter called lessee; of Box 447 - Fairfield, Ill

Witnesseth: That the said lessor, for and in consideration of one Dollar cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the Township of Union County of Auglaize State of Ohio, described as follows, to wit:

The SE 1/4 of the SW 1/4 of section 25, also the E 1/2 of the E 1/2 of the NW 1/4 of section 36, T5 S - R 7 E.

of Section 25-36 Township 5 S Range 7 E, and containing .80 acres, more or less.

It is agreed that this lease shall remain in force for a primary term of one year from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessee shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas. Where such gas is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the yearly delay rental as provided by the provisions of this lease, payable annually at the end of each year during which such gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof. Lessor is to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 15th day of April 1965 this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the Bank at

or its successors, which shall continue as the depository regardless of changes in ownership of said land, the sum of

dollars which shall operate as a rental and cover the privilege of commencing of a well for months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee and the depositing of such currency, draft or check in any postoffice, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as long as he may wish and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinabove provided. And it is agreed that on the resumption of the payments of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals therein provided for shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

This lease prepared by: David J. Hall, P.O. Box 44, Ithaca, Michigan

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be in-operative as to such portion so consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

IN TESTIMONY WHEREOF WE SIGN, This the 15 TH day of April 19 64

Witness:

David J. Hill (SEAL)
Gordon Coates (SEAL)

I. K. Coates (SEAL)
LaVere V. Coates (SEAL)

STATE OF Ohio COUNTY OF Auglaize SS. ACKNOWLEDGMENT TO THE LEASE

On this 15 th day of April A. D. 19 64, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared I. K. Coates and LaVere V. Coates, husband and wife.

to me known as the person described in and who executed the foregoing instrument and acknowledged that he y had executed the same as their free act and deed.

Gerald Rose - Attorney Notary Public Auglaize County, Ohio Acting in Auglaize County, Ohio

Oil and Gas Lease recording form with fields for No., Date, Section, Township, Range, No. Acres, County, Terms, and a section for recording details including 'This instrument was filed for record on the 21st day of April 19 64 at 12 o'clock P. m., and duly recorded in Book 16 Page 398-399 of the records of this office' and 'Lela Kentner Register of Deeds'.

Printed by Petroleum Publishers, Inc., 215 Franklin Avenue, Houston, Texas 77002

PRELIMINARY
CERTIFICATE

Tract 6 & 1

Tracts 7-10

To: FGKS Law
100 S. Main St., Suite 300
Sidney, OH 45365

I, the undersigned, do hereby certify that I have examined the title to the following described real estate, situated in the County of Hardin, State of Ohio, and in the Townships of McDonald and Roundhead, to wit:

Refer to complete legal description contained on the attached Exhibit A.

I further certify that I have made a careful and thorough examination of the indices of the records in the offices of the Recorder, Treasurer, Probate Court, Clerk of Courts, and Sheriff of Hardin County, Ohio, and find no unreleased mortgages, mechanics' liens, tax liens, pending suits, living judgments, foreign executions or liens of any kind whatsoever which would in any way affect the title to said real estate except:

1. Wind Energy Lease from Don E. Cain and Shirley E. Cain, husband and wife, to JW Great Lakes Wind, LLC, 1900 Superior Ave., Suite 333, Cleveland, Ohio 44114, dated 9/17/09, filed 5/19/10 at 9:45 A.M., recorded in Vol. 492, pages 139-148, Official Records, Hardin County, Ohio.
An unknown portion of Lessors' interest was assigned to Upper Scioto Conservancy, by electronic assignment, dated 8/31/10, filed 3/3/11 at 12:00 P.M., recorded in Vol. 498, page 940, Official Records, Hardin County, Ohio.

I further certify that there were no taxes or special assessments certified to the County Auditor against said real estate, except as stated below:

TRACT 1 . 261.489 Acres on Twp Rd 79 & CR 130

Tax ID No.	31-040002.0000	
First ½ taxes	\$ 561.19	paid
First ½ assessments	\$ 12.55	paid
Penalties	\$ 2.07	overdue
Second ½ taxes	\$ 561.19	paid

Tax ID No.	31-040003.0000	
First ½ taxes	\$ 572.83	paid
First ½ assessments	\$ 16.44	paid
Second ½ assessments	\$ 572.83	paid

Tax ID No.	31-040004.0000 (includes 31-040017.0000 and 31-040018.000)	
First ½ taxes	\$ 590.73	paid
First ½ assessments	\$ 73.65	paid
Second ½ taxes	\$ 590.73	paid
Second ½ assessments	\$ 73.65	paid

Tax ID No.	31-040013.0000	
First ½ taxes	\$ 588.80	paid
First ½ assessments	\$ 139.05	paid
Second ½ taxes	\$ 588.80	paid
Second ½ assessments	\$ 124.58	paid

Tax ID No.	31-040014.0000	
First ½ taxes	\$ 956.51	paid
First ½ assessments	\$ 34.19	paid
Second ½ taxes	\$ 956.51	paid
Second ½ assessments	\$ 13.33	paid

TRACT 2

STATE RT 385 106.709 Acres

Tax ID No.	37-320009.0000 (includes 37-320010.0000, 37-320011.0000, 37-320012.0000, 37-320013.0000 and 37-320014.0000)	
First ½ taxes	\$ 1,191.49	paid
First ½ assessments	\$ 128.79	paid
Second ½ taxes	\$ 1,191.49	paid
Second ½ assessments	\$ 112.70	paid

TRACT 3

CR 190 91.075 Acres

Tax ID No.	45-340012.0000 (includes 45-340013.0000)	
First ½ taxes	\$ 802.09	paid
First ½ assessments	\$ 149.08	paid
Second ½ taxes	\$ 802.09	paid
Second ½ assessments	\$ 149.08	paid

Tax Year 2021 taxes are a lien but are not currently due and payable.
I further certify that the fee simple title to said real estate is vested as follows:

As to all of Tract 1:

Vested in Don E. Cain, pursuant to deeds of record in Vol. 112, page 285, Vol. 119, page 124, Vol. 123, Page 295, Vol. 432, page 1082, Vol. 432, page 1068, and Vol. 525, page 2474, Official Records, Hardin County, Ohio.

As to Tract 2:

- For the surface and one-half ($\frac{1}{2}$) of the minerals, Don E. Cain ($\frac{2}{3}$) interest, pursuant to deeds of record in Vol. 104, page 433, Deed Records, Vol. 432, page 1079 and Vol. 525, page 2482, Official Records, Hardin County, Ohio.

- For the surface and one-half ($\frac{1}{2}$) of the minerals, Derek Edward Cain ($\frac{1}{3}$) interest, pursuant to deed of record in Vol. 104, page 433, Deed Records, Hardin County, Ohio.

- For one-half ($\frac{1}{2}$) of the minerals, The Prospect Company pursuant to deeds of record in Vol. 104, page 433, Vol. 106, page 73, Vol. 140, page 253, Deed Records, Vol. 480, page 659 and Vol. 519, page 1528, Official Records, Hardin County, Ohio.

As to all of Tract 3:

Vested in Don E. Cain, pursuant to deed of record in Vol. 535, page 166, Official Records, Hardin County, Ohio.

This certificate does not cover matters not of record in said county, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records or zoning and other governmental regulations.

This certificate dated at Kenton, Ohio, this 8th day of April, 2021 at 11:00 A.M.

SCHWEMER, MARKLEY, MCKINLEY & SEELEY, LLC

BY

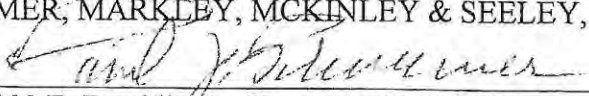

109 E. Franklin St., Kenton, OH 43326

EXHIBIT A

TRACT I

The following described parcel of land is situated in VMS 10973, VMS 13359, and VMS 13242, McDonald Township, Hardin County, Ohio and is more particularly described as follows:

Beginning at a harrow tooth (found) at the intersection of the north line of VMS 1342 with the centerline of Township Road 79;
thence with the centerline of Township Road 79, S 07° 36' 00" E, a distance of 4,206.29 feet to a nail (found);
thence S 82° 12' 56" W, a distance of 211.30 feet to a 5/8 inch iron pin (found), passing at 20.00 feet a 5/8 inch iron pin (found);
thence S 55° 49' 04" W, a distance of 70.61 feet to a 5/8 inch iron pin (found);
thence S 07° 17' 19" E, a distance of 100.33 feet to a nail (found) in the centerline of County Road 130 passing at 80.33 feet a 5/8 inch iron pin (found);
thence with the centerline of County Road 130, S 82° 41' 30" W, a distance of 1,904.62 feet to a mag nail (set);
thence N 06° 59' 02" W, a distance of 2,646.00 feet to a 5/8 inch iron pin (set) passing at 20.00 feet a 5/8 inch iron pin (set);
thence S 83° 52' 55" W, a distance of 338.12 feet to a 5/8 inch iron pin (set);
thence N 06° 25' 25" W, a distance of 443.43 feet to a 5/8 inch iron pin (set);
thence S 83° 00' 38" W, a distance of 1,840.85 feet to a 10 inch wood post (found);
thence N 07° 31' 34" W, a distance of 505.08 feet to a 10 inch wood post (found);
thence N 82° 42' 55" E, a distance of 1,230.33 feet to a 5/8 inch iron pin (set);
thence N 09° 10' 15" W, a distance of 840.12 feet to a 5/8 inch iron pin (set);
thence N 82° 41' 45" E, a distance of 804.00 feet to a 5/8 inch iron pin (set);
thence S 08° 38' 15" E, a distance of 98.00 feet to a 2 inch iron pipe (found);
thence N 83° 00' 15" E, a distance of 2,307.22 feet to the POINT OF BEGINNING passing at 2,287.22 feet a 5/8 inch iron pin (set). This parcel contains 261.489 acres, more or less, subject to all legal highways and easements of record. This description is based on a field survey performed in June, 2014 and was prepared by Leland D. Yoakam L.S. No. 7676. All markers are accurate as to material and location and are in place. All bearings refer to the centerline of Township Road 79 as being S 07° 36' 00" E

Prior Deed: O.R. 525 Page 2474
Parcel 31040014 - 79.400 acres
Parcel 31040013 - 50.250 acres
Parcel 31040018 - 8.150 acres
Parcel 31040004 - 22.96 acres
Parcel 31040017 - 15.580 acres
Parcel 31040003 - 42.570 acres
Parcel 31040002 - 42.579 acres

Hardin County Engineer
PRE-APPROVED DESCRIPTION

Date 04/12/2021

By MSF

Parcel 31-040014, 13, 18, 04,
12, 03, 02

39-320009, 10, 11, 12, 13, 14

45-340012, 13

TRACT II

Situated in the State of Ohio, County of Hardin, and Township of Roundhead:

The following described tract of ground is part of the Virginia Military Survey #10659, being part in Goshen Township, T6S, R8E, Auglaize County, and part in Roundhead Township, T6S, R9E and is more particularly described as follows:

The PLACE OF BEGINNING is a 12" wooden endpost at the Southeast corner of the Virginia Military Survey #10659;

Thence N10° 30' W along the East line of the VMS Survey #10659 a distance of 2430.42 ft. to an iron pin;

Thence S 80°-55" W a distance of 16.50 feet to an iron pin;

Thence N 13° - 15' W a distance of 154.00 feet to a nail in the centerline of State Route #385;

Thence N 62° - 22' -53" E along the centerline of S.R. #385 a distance of 25.00 feet to a nail in the East line of VMS Survey #10659;

Thence N 10° - 30' W along the East line of said survey and the centerline of Township Road #15, Roundhead Township, Hardin County, a distance of 1952.50 feet to a nail;

Thence S 79° - 24' - 20" W, parallel to the South line of the VMS Survey #10659 a distance of 1357.13 feet to an iron pin;

Thence S 62° - 22' - 53" W along the centerline of S.R. #385 a distance of 425.78 ft. to an iron pin at the P.I. of a curve having: = 24° - 47', L = 300.00', D° = 8° - 15' - 40", 693.56', LC = 297.67', E = 16.54', T = 152.38', M = 16.16';

Thence along the tangent of said curve a distance of 152.38 feet with a bearing of S 87° - 09' - 53" W to a point in the centerline of S.R. #385;

Thence continuing on said centerline a distance of 98.47 feet with a bearing of S 87° - 09' - 53" W to a nail at the Auglaize-Hardin County line;

Thence continuing S 87° - 09' - 53" W along said centerline a distance of 542.40 feet to a nail;

Thence S 10° - 39' -30" E a distance of 401.25 feet to an iron pin;

Thence S 87° - 09' -53" W a distance of 393.00 feet to an iron pin;

Thence S 10° - 39' - 30" E a distance of 1810.52 feet to a 12" wooden Endpost;

Thence N 79° - 24' - 20" E a distance of 882.42 feet to a point in the Auglaize-Hardin County Line;

Thence continuing N 79° - 24' - 20" E a distance of 2051.71 feet to a 12" wooden endpost and the PLACE OF BEGINNING.

The above described tract of ground contains 215.056 of which 174.026 acres is in Roundhead Township, Hardin County and 41.03 acres is in Goshen Township, Auglaize County, 3.59 acres has been previously dedicated for highway purposes. All bearings were based on call bearing for the East line of the VMS Survey # 10659.

The above described tract of ground is subject to all legal easements.

LESS AND EXCEPT:

The following tract of ground is part of the Virginia Military Survey #10659, Roundhead Township, Township Six (6) South, Range Nine (9) East is more particularly described as follows:

Commencing at a 12" wooden post at the Southeast corner of the Virginia Military Survey #10659;

Thence N 10° - 30' W along the East line of said survey a distance of 2592.01 feet to a P.K. nail in the centerline of State Route #385 and the centerline of Township Road #15; said nail being the PLACE OF BEGINNING;

Thence continuing N 10° - 30" W along the East line of VMS Survey #10659 and the centerline of Township Road #15 a distance of 1952.50 feet to a P.K. nail;

Thence S 79° - 24' -20" W through an iron pin at 18.00 feet for a total distance of 1357.13 feet to an iron pin;

Thence S 10° - 30" E a distance of 2368.25 feet to a P.K. nail in the centerline of State Route #385;

Thence N 62° - 22' - 53" E along the centerline of State Route #385 a distance of 1420.04 feet to a P.K. nail and the PLACE OF BEGINNING;

The above described tract of ground contains 67.307 acres of which 1.772 acres is dedicated for road right-of-way. The above described tract of ground is subject to all easements of record.

Prior Deed: Vol. 525, Page 2482, O.R.

Parcel Nos.: 37-320009, 010, 011, 012, 013 & 014

TRACT III

Being a parcel of land situated in Virginia Military Survey No. 10010, McDonald Township, Hardin County, Ohio, as described in Vol. 153, P. 278 of the Hardin County Deed Records and is more particularly described as follows:

Commencing at a monument box marking the intersection of the centerline of Township Road 55 with the centerline of County Road 190;

thence with the centerline of County Road 190, S 82° 09' 45" W, a distance of 1,741.43 feet to a hinge nail (found) at the POINT OF BEGINNING for the parcel to be described;

thence with an existing fence line, S 07° 04' 31" E, a distance of 2,365.51 feet to a 5/8 inch iron pin (set), passing at 25.00 feet a 5/8 inch iron pin (set);

thence S 84° 58' 07" W, a distance of 821.44 feet to a 5/8 inch iron pin (set);

thence S 05° 22' 26" E, a distance of 505.46 feet to an 8 inch wood post (found);

thence S 83° 03' 56" W, a distance of 722.36 feet to an 8 inch wood post (found);

thence with an existing fence line, N 07° 08' 20" W, a distance of 2,814.48 feet to a 1 inch iron pipe (found) in the centerline of County Road 190, passing at 2,789.48 feet a 5/8 inch iron pin (set);

thence with the centerline of County Road 190, N 82° 00' 00" E, a distance of 283.69 feet to a nail and shiner (found) at the northwest corner of a 0.887 acre parcel owned by Iva Shelton, as described in Deed Volume 114, Page 131;

thence with said Shelton land, S 00° 45' 00" W, a distance of 337.36 feet to a 5/8 inch iron pin (set), passing at 25.00 feet a 5/8 inch iron pin (set);

thence N 88° 00' 08" E, a distance of 149.95 feet to a 5/8 inch iron pin (set);

thence N 03° 00' 00" W, a distance of 87.00 feet to a 5/8 inch iron pin (set);

thence N 37° 00' 00" W, a distance of 60.00 feet to a 5/8 inch iron pin (set);

thence N 07° 00' 00" W, a distance of 210.00 feet to a nail and shiner (found) in the centerline of County Road 190, passing at 185.00 feet a 5/8 inch iron pin (set);

thence with the centerline of County Road 190, N 82° 00' 00" E, a distance of 1,197.95 feet to the POINT OF BEGINNING, containing 91.075 acres, more or less, subject to all legal highways and easements of record. This description is based on a field survey performed in March, 2011 and was prepared by Leland D. Yoakam L.S. No. 7676. All markers are accurate as to material and location and are in place. All bearings refer to the centerline of County Road 190 as being N 82° 00' 00" E

Prior Deed: Deed Volume 535 Page 166

Parcel Nos.: 45-340012 & 013



November 26, 2012

Shirley B. Cain
3177 Maria Drive
Lexington, KY 40516

Re: Lease and Easement Agreement for Wind Energy Project (the "Agreement")

Dear Shirley:

We want to thank you for your participation over the past several years in the Upper Scioto Wind Farm. We regret to inform you that due to market conditions we are discontinuing our efforts to develop the project.

Despite our initial optimism and considerable efforts to secure land and other rights for the project, Ohio's market for wind energy has been slow to develop. The economic downturn caused a decline in power demand and prices, in turn creating lower demand for renewable energy. Ohio utilities have consequently been reluctant to buy wind energy under long term contracts, which are necessary for project financing. It is our assessment the Ohio market will continue to be slow, and given these conditions we are not in a position to advance all of our projects in the State. We will continue to invest in select projects with a good path to market. Unfortunately, Upper Scioto Wind Farm is not one of them.

Therefore, pursuant to Section 2.2 of the Agreement referenced above, Upper Scioto Wind Farm, LLC is hereby delivering written notice that the Agreement as to all of the Premises is terminating on December 31, 2012.

Again we thank you for your participation and want you to know that we have enjoyed working with you over the past several years and continue to wish you well.

Sincerely,

Eric Simons
Director, Project Development
Direct: 303.996.4146
simons@juwi.com

Tract 11

TO: DON CAIN ESTATE

Parcel Number: 28-3100-03-001.000
38.015 acres, more or less, Allen County

PRELIMINARY OWNER'S TITLE CERTIFICATE

The undersigned hereby certifies that he has made a thorough examination of the records of Allen County, Ohio, as disclosed by the public indexes in accordance with the Ohio Marketable Title Act, relating to the premises hereinafter described in Item I. This examination commenced with a Warranty Deed from D. Wayne Myers and Catherine A. Myers, husband and wife, to First National Bank and Trust Company of Lima, Trustee, filed for record November 28, 1966, at Volume 461, Page 511, of the Allen County Deed Records; and continued to the date hereof.

This certificate does not purport to cover matters not of record in the County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, zoning and other governmental regulations, or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the premises is located.

The undersigned hereby certifies that, in his opinion based upon the records, the fee simple title to the premises is vested in Don E. Cain by virtue of a Warranty Deed from Joyce B. Nelson, Trustee of the Joyce B. Nelson Declaration of Trust, dated June 30, 2000, filed for record February 27, 2013, at Book 2013, Page 02694, of the Official Records of Allen County, Ohio; and that as appears from the records, the title is marketable and free from encumbrances except and subject to the matters set forth below.

ITEM I SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION OF REAL ESTATE.

ITEM II

Real Estate Taxes:

Parcel Number: 28-3100-03-001.000

Tax Valuation: \$ 191,800

Taxes per Half: \$ 553.48 – 1st half

\$ 543.47 – 2nd half

Assessments:	Larue	\$ 10.00 – 1 st half
	Warrington Ditch Maintenance	\$ 33.16 – 1 st half
	Warrington Ditch Maintenance	\$ 33.15 – 2 nd half

TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

SPECIAL NOTE: THE REAL PROPERTY IS CURRENTLY TAXED BASED UPON ITS CURRENT AGRICULTURAL USE VALUATION (CAUV), WHICH RESULTS IN A LOWER TAX THAN IF THE REAL ESTATE WERE VALUED AT ITS FAIR MARKET VALUE. THE REMOVAL OF ANY PART OF THE PROPERTY FROM AGRICULTURAL USE, OR THE FAILURE TO TIMELY FILE APPLICATIONS WITH THE COUNTY AUDITOR TO MAINTAIN THE TAXATION OF THE REAL ESTATE BASED UPON CAUV WILL RESULT IN A RECAPTURE OF THE REAL ESTATE TAXES SAVED BY REASON OF THE CAUV FOR A THREE-YEAR PERIOD.

ITEM III

Any matters disclosed on the survey of 38.015 acres dated August 19, 1995 and filed as Survey Record 00-2939 with the Allen County Engineer's Office, a copy of which is attached hereto.

ITEM IV

Any matters disclosed on the survey of .376 acres dated May 31, 1994 and filed as Survey Record 00-2940 with the Allen County Engineer's Office, a copy of which is attached hereto.

ITEM V

Easement for Highway Purposes from Doris H. Coon, Aileen Mitchel, and Berneta Winn, to the State of Ohio, filed for record July 22, 1952, at Volume 319, Page 270, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

Dated at Sidney, Ohio, this 7th day of April, 2021, at 8:30 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association

By: _____

Thomas J. Potts

EXHIBIT "A"

Situated in the Township of Richland, County of Allen and State of Ohio:

Being a parcel of land situate in the east half of the southwest quarter of Section 31, T-2-S, R-8-E, Richland Township, Allen County, Ohio and more particularly described as follows:

Beginning at a one inch square iron pin found at the intersection of the west line of said east half of said southwest quarter of said Section 31; thence N 00 degrees 00' 59" E with the said west line of said east half of said southwest quarter, 1,371.33 feet to a capped 5/8 inch rebar found at the intersection of said west line with the south limited access right-of-way line of Interstate 75; thence N 49 degrees 28' 44" E with said south limited access right-of-way line, 497.63 feet to a capped 5/8 inch rebar set at the intersection of said south limited access right-of-way of said Interstate 75 with the south limited access right-of-way line of U.S.R. 30-N; thence N 89 degrees 48' 12" E with said south limited access right-of-way line of said U.S.R. 30-N; 901.56 feet to the intersection of said south limited access right-of-way line with the north-south half section line of said Section 31; thence S 00 degrees 22' 25" E with said north-south half section line, 754.69 feet to a PK nail found at the intersection of said north-south half section line with the centerline of North Dixie Highway; thence S 45 degrees 23' 27" W with said centerline of said North Dixie Highway, 285.04 feet to a PK nail and shinner set; thence S 44 degrees 12' 00" W continuing with said centerline of said North Dixie Highway, 780.00 feet to a PK nail and shinner found; thence N 45 degrees 48' 00" W, 245.00 feet to a capped 5/8 inch rebar found; thence S 44 degrees 12' 00" W, 325.85 feet to a capped 5/8 inch rebar found; thence S 00 degrees 00' 00" W, 126.70 feet to a PK nail and shinner found on the centerline of State Road; thence S 87 degrees 33' 00" E with said centerline of said State Road, 200.00 feet to a PK nail and shinner found at the intersection of said centerline with the centerline of North Dixie Highway; thence S 44degrees 12' 00" W with said centerline of said North Dixie Highway, 495.61 feet to a PK nail and shinner set at the intersection of said centerline with the west line of the east half of said southwest quarter of said Section 31; thence N 00 degrees 00' 59" E with said west line, 370.09 feet to the place of beginning containing 38.015 acres more or less and subject to all highways and other legal easements of record.

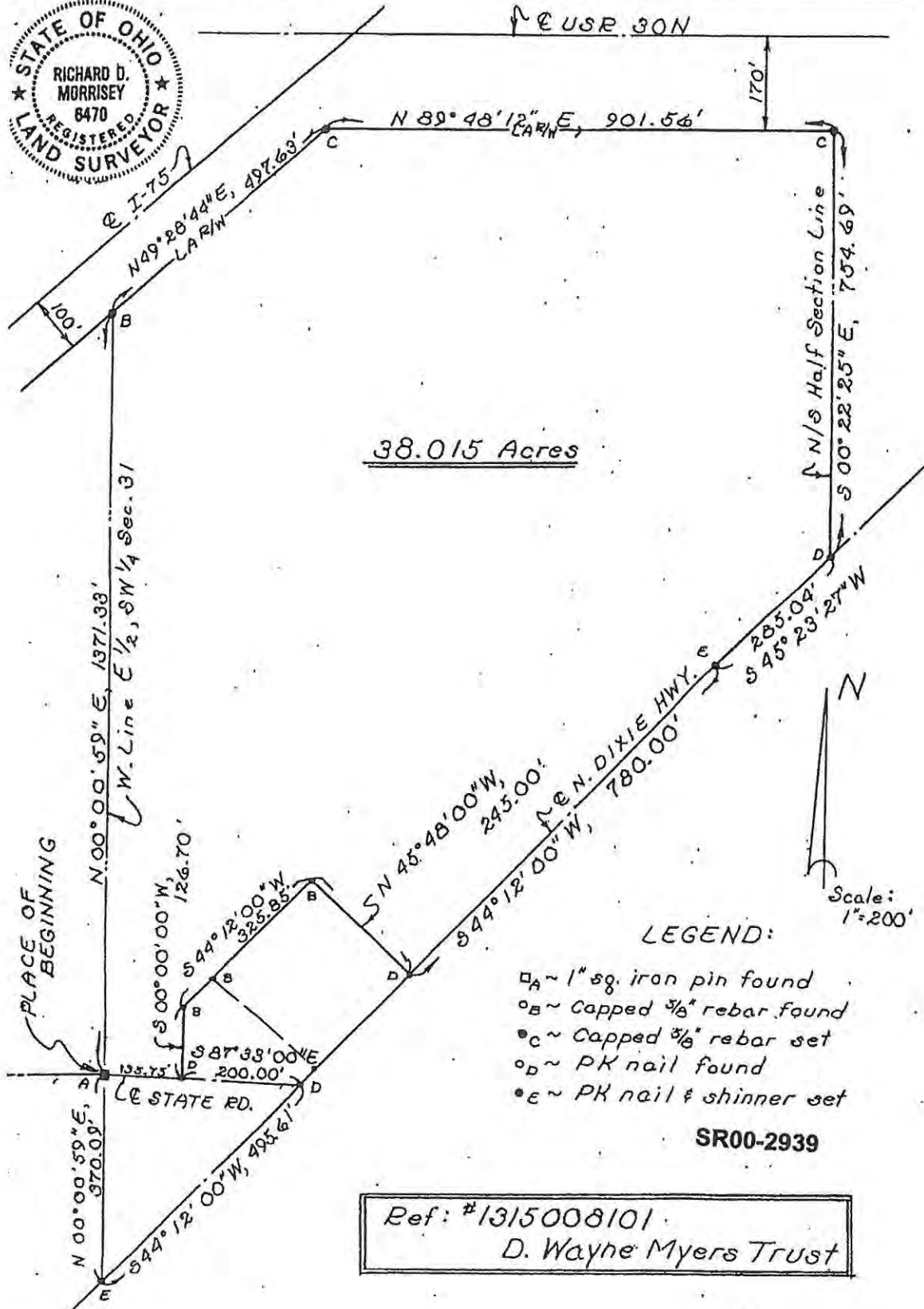
Parcel No. 28-3100-03-001.000

Prior Instrument Reference: Volume 2013, Page 02694 of the Deed Records of Allen County, Ohio.

KUCK and MORRISEY, INC.
 CONSULTING ENGINEERS & SURVEYORS
 LIMA, OHIO 45805
 TELEPHONE 228-1735 - AREA CODE 419
 2807 CHAPEL HILL DRIVE

CLIENT HUNTINGTON BANK TRUST DEPT.
 COUNTY Allen TOWNSHIP Richland
 SECTION Pt SW 1/4 Sec. 31 LOT NO. _____
 SUBDIVISION T-2-S, R-8-E
 DATE 8/19/95 COMPUTED BY RDM SURVEYED BY rdm
 SHEET NO. 1 OF 2

28-3100-03-001



LEGEND:

- _A ~ 1" sq. iron pin found
- _B ~ Capped 3/8" rebar found
- _C ~ Capped 3/8" rebar set
- _D ~ PK nail found
- _E ~ PK nail & shinner set

SR00-2939

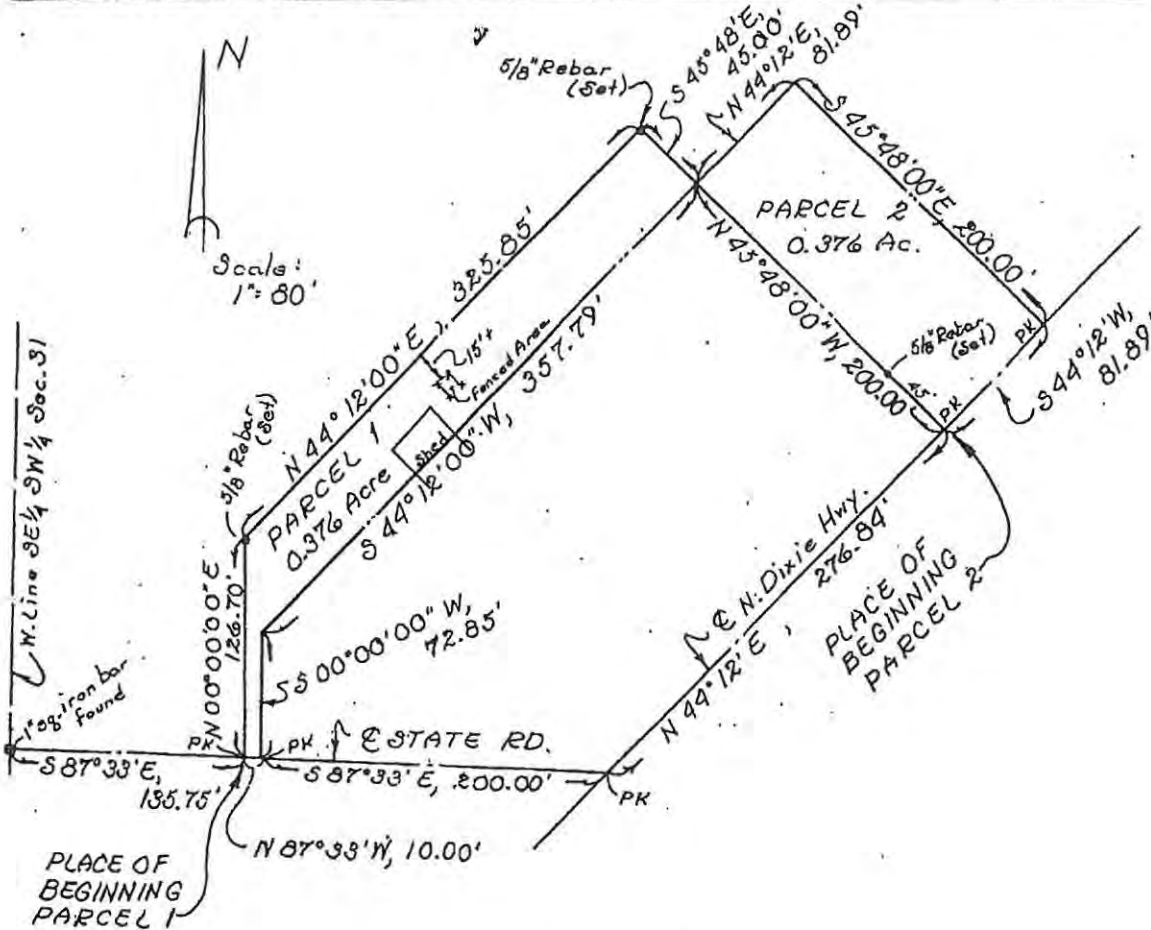
Ref: #1315008101
 D. Wayne Myers Trust

KUCK and MORRISEY, INC.
 CONSULTING ENGINEERS & SURVEYORS
 LIMA, OHIO 45805
 TELEPHONE 228-1735 - AREA CODE 419
 2807 CHAPEL HILL DRIVE

CLIENT Mr Adam Bayl & Huntington Bank Trust Dept.
 COUNTY Allen TOWNSHIP Richland
 SECTION A SW 1/4 Sec. 31 LOT 10
 SUBDIVISION T-2-S R-8-E
 DATE 5/31/94 COMPUTED BY RDM SURVEYED BY rdm

28-3100-03-001 + 010

SHEET NO. 1 OF 2



I hereby certify the accompanying map and survey which it represents to be correct to the best of my knowledge and belief. All rebar set and called for are topped with a plastic Peramark cap stamped: KUCK & MORRISEY L.S. 6470.

Date: 5/31/94

Richard D. Morrissey
 Richard D. Morrissey, L.S. 6470
 Kuck and Morrissey, Inc.



SR00-2940

Doris H. Coon et/^{#1}R/W Form 1
to *Title
The State of Ohio Revised 9-7-50

R/W Form 5-L.A.
Metes and Bounds
1-6-47

Sheet 1 of 3 Sheets
Checked ✓
Approved x
To be corrected x
Sheet 2 of 3 Sheets

EASEMENT FOR HIGHWAY PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Doris H. Coon, Aileen Mitchel, Berneta Winn the grantors for and in consideration of the sum of Seventy-Eight Hundred-Sixty Four and no/100 Dollars (\$7864.00) and for other good and valuable considerations to they paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes in, upon and over the lands hereinafter described, including loss of direct access as hereinafter provided, situated in Allen County, Ohio, Richland Township, Section 31, SW $\frac{1}{4}$, NW $\frac{1}{4}$, NE $\frac{1}{4}$, Town 2 S, Range 8 E, and bounded and described as follows:

PARCEL NO. 101

Being a parcel of land lying on the Both sides of the centerline of a survey, made by the Department of Highways, and recorded in Book 8, Page 9,10,11,12 of the records of Allen County and being located within the following described points in the boundary thereof:

Beginning at a point in the west property line of said grantor, said point being 100 feet right of station 812 / 41.31 in said centerline: thence north 10-31'-35" east along said west property line to a point in the northwest property line of said grantor and the southeast right of way line of the Nickel Plate Railroad, said point being 100 feet left of station 814 / 11.33 in said centerline: thence north 51-09'-35" east along said southeast right of way line to a point 146.18 feet left of station 828 / 00 in said centerline: thence southeasterly and on a line perpendicular to said centerline to a point 100 feet left of said station 828 / 00: thence northeasterly and on a curve bearing right and having a radius of 2964.79 feet to a point 100' left of station 833 / 50 in said centerline: thence northwesterly to the east property line of said grantor, said point being 155 feet left of station 836 / 97.54 in said centerline: thence south 10-10'-39" west along said east property line to a point 100 feet right of station 836 / 42.87 in said centerline: thence southwesterly and on a curve bearing left and having a radius of 2764.79 feet to a point 100 feet right of station 824 / 54.12 in said center line: thence southwesterly to a point 100 feet right of station 821 / 54.12 in said centerline: thence south 51-09'-35" west to point of beginning

It is understood that the strip of land above described contains 11.08 acres, more or less, exclusive of the present road which occupies nil acres, more or less.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

In consideration of the sum of Seventy Eight Hundred Sixty Four and no/100 Dollars (\$7864.00), hereinbefore mentioned, they do hereby specifically waive and release any and all right or rights of direct access, or claims thereof, to the present highway improvement to be constructed, or to the ultimate highway improvement to be constructed in the future, as called for by the plans herein referred to, and the execution of this conveyance shall act automatically as a waiver to the State of Ohio in the elimination of any direct access to said highway either for present or future construction.

It is further understood and agreed that the consideration for Parcel No. 101, in addition to the limitation of access as provided above, includes compensation for land taken and all damages accruing from the taking of said Parcel No. 101.

A. J. Reiter)	-----	Avery E. Coon
C. Lucile Reiter)	-----	(Doris H. Coon
Marie E. Niece)	-----	(Aileen Mitchel
L. H. Niece)	-----	(Richard C. Mitchel
Robert Winn)	-----	(T. Wayne Winn
Winifred L. Winn)	-----	(Berneta Winn

Grantors

R/W Form 7
Acknowledgement
Revised 9-20-28-C.

Sheet 3 of 3 sheets.

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever.

And the said Grantors, for themselves and their heirs, executors; and administrators, hereby covenants with the said Grantee, its successors and assigns that they are the true and lawful owners of said premises, and are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Avery E. Coon, Husband of Doris H. Coon, Richard C. Mitchell Husband of Aileen Mitchell T. Wayne Winn Husband of Berneta Winn hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Avery E. Coon and Doris H. Coon, husband & wife Richard C. Mitchell and Aileen Mitchell, Husband & Wife T. Wayne Winn and Berneta Winn Husband and Wife have hereunto set their hands, the 25th day of February, in the year of our Lord one thousand nine hundred and Fifty-two

319/271

Signed and sealed in presence of:

A. J. Reiter	}	-----	{	Avery E. Coon
C. Lucile Reiter				Doris H. Coon
Marie E. Niece	}	-----	{	Aileen Mitchell
L. H. Niece				Richard C. Mitchell
Robert D. Winn	}	-----	{	T. Wayne Winn
Winifred L. Winn				Berneta Winn

STATE OF OHIO, }
 Allen COUNTY } ss.:

Before me, a Notary Public in and for said County and State, personally appeared the above named Doris H. Coon, Avery E. Coon, Aileen Mitchell, Richard C. Mitchell, T. Wayne Wil & Berneta Winn who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at, Lima, Ohio this 29 day of Feb., A. D. 1952,

(SEAL)

J. L. Rohrbacher
 My Commission expires Oct. 1953., J. L. Rohrbacher
 Notary Public, Allen County,
 Ohio My commission expires
 Oct. 31, 1955

2/27/52

Received July 22, 1952
 at 10:50 o'clock A. M.
 Recorded July 22, 1952
 Fee \$2.60

Margaret Davis
 RECORDER C.M.A.

 ANNEXATION OF TERRITORY #117512
 TO THE * COPY
 VILLAGE OF BLUFFTON *

BEFORE THE COUNTY COMMISSIONERS OF ALLEN COUNTY, OHIO.

In the matter of the Petition :
 of ALFRED MULLER AND KERMIT KIBELE : Resolution upon Original
 for Annexation of territory to the : Filing of Petition
 Village of Bluffton, Allen County :
 Ohio.

The County Commissioners of Allen County, Ohio, met in regular session on March 3, 1941, at the Office of said County Commissioners in the Court House at Lima, Allen County, Ohio, and then and there was presented to them by Francis Durbin, City Solicitor of the Village of Bluffton, Ohio, a petition signed by Alfred Muller and Kermit Kibele, addressed to the Board of County Commissioners of Allen County, Ohio, in which county certain territory sought to be annexed by means of said petition to the Village of Bluffton, Allen County, Ohio, is located signed by a majority of adult free holders residing on such territory, and containing the name of Francis W. Durbin, City Solicitor of the Village of Bluffton, Ohio, as agent of the petitioners in securing such annexation and containing a full description of said territory and being accompanied by an accurate map or plat thereof, and asking that the property there described, located in the Alfred Muller Addition be annexed to the Village of Bluffton, Allen County, Ohio;

Now Therefore, Be It Resolved by the Commissioners of Allen County, Ohio, that said petition be and the same hereby is ordered filed with the County Auditor of Allen County, Ohio forthwith, where it shall be subject to the inspection of any person interested;

Be It Further Resolved, by the County Commissioners of Allen County, Ohio, that the 7th day of May, 1941, at 10 o'clock A. M. be fixed as the time and the office of the County Commissioners of Allen County, Ohio, in the Court House at Lima, Ohio, as the place for the hearing of said petition and the Clerk of this Board of County Commissioners is hereby ordered and directed forthwith to communicate to the said Francis W. Durbin, City Solicitor of the Village of Bluffton, Ohio, the agent of said petitioners, the time and place of the hearing on said petition.

Mr. Jennings moved the adoption of the foregoing Resolution and upon second by Mr. Morris the same was unanimously carried, the vote being as follows: Mr. Burgess, yea; Mr. Morris, yea; Mr. Jennings, yea.

Dated March 3, 1941. Edward Jones, Clerk of Board

COPY

BEFORE THE COUNTY COMMISSIONERS OF ALLEN COUNTY, OHIO

In the matter of the petition of ;

Tract 12

TO: DON CAIN ESTATE

Parcel Number: 28-3100-04-009.000
45.894 acres, more or less, Allen County

PRELIMINARY OWNER'S TITLE CERTIFICATE

The undersigned hereby certifies that he has made a thorough examination of the records of Allen County, Ohio, as disclosed by the public indexes in accordance with the Ohio Marketable Title Act, relating to the premises hereinafter described in Item I. This examination commenced with a Warranty Deed from Nolan R. Younkman and Mary K. Younkman, husband and wife, to James T. Williams and Esther E. Williams, filed for record February 9, 1976, at Volume 573, Page 545, of the Allen County Deed Records; and continued to the date hereof.

This certificate does not purport to cover matters not of record in the County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, zoning and other governmental regulations, or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the premises is located.

The undersigned hereby certifies that, in his opinion based upon the records, the fee simple title to the premises is vested in Don E. Cain by virtue of a Quit Claim Deed from Shirley Evelyn Cain, unmarried, filed for record November 17, 2014, at Book 2014, Page 12274, of the Official Records of Allen County, Ohio; and that as appears from the records, the title is marketable and free from encumbrances except and subject to the matters set forth below.

ITEM I SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION OF REAL ESTATE.

ITEM II

Real Estate Taxes:

Parcel Number: 28-3100-04-009.000

Tax Valuation: \$ 228,100

Taxes per Half: \$ 631.75 – 1st half

\$ 621.74 – 2nd half

Assessments: Larue \$ 10.00 – 1st half

Warrington Ditch Maintenance \$ 39.88 – 1st half

Warrington Ditch Maintenance \$ 39.87 – 2nd half

TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

SPECIAL NOTE: THE REAL PROPERTY IS CURRENTLY TAXED BASED UPON ITS CURRENT AGRICULTURAL USE VALUATION (CAUV), WHICH RESULTS IN A LOWER TAX THAN IF THE REAL ESTATE WERE VALUED AT ITS FAIR MARKET VALUE. THE REMOVAL OF ANY PART OF THE PROPERTY FROM AGRICULTURAL USE, OR THE FAILURE TO TIMELY FILE APPLICATIONS WITH THE COUNTY AUDITOR TO MAINTAIN THE TAXATION OF THE REAL ESTATE BASED UPON CAUV WILL RESULT IN A RECAPTURE OF THE REAL ESTATE TAXES SAVED BY REASON OF THE CAUV FOR A THREE-YEAR PERIOD.

ITEM III

Any matters disclosed on the survey of 47.895 acres dated December 1975 and filed as Survey Record 00-2956 with the Allen County Engineer's Office, a copy of which is attached hereto.

ITEM IV

Deed of Easement from Ruth M. Sterling, a widow and unremarried, to Buckeye Pipe Line Company, filed for record September 9, 1969, at Volume 494, Page 299, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

Dated at Sidney, Ohio, this 7th day of April, 2021, at 8:30 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association

By: _____

Thomas J. Potts

EXHIBIT "A"

Being a parcel of land situated in the Southeast Quarter of Section 31, Township 2 South, Range 8 East, Richland Township, Allen County, Ohio, more fully described as follows:

Beginning at a point (said point lies on the centerline of Napoleon Road and the east line of Section 31, being South 00°26'04" East a distance of 475.17 feet from the northeast corner of the Southeast Quarter of Section 31); thence continuing South 00°26'04" West along the centerline of Napoleon Road and the east line of Section 31 for a distance of 838.13 feet to a point; thence South 89°33'25" West for a distance of 2649.17 feet to a point; thence North 00°31'17" East for a distance of 154.60 feet to a point on the centerline of the Old North Dixie Highway; thence North 46°10'04" East along the centerline of the Old North Dixie Highway for a distance of 1114.23 feet to the South right-of-way line for U.S. No. 30-N; thence North 85°44'22" East along the said South line for U.S. Route 30-N for a distance of 300.06 feet to a point; thence South 86°40'57" East continuing along the South right-of-way line for U.S. 30-N for a distance of 1553.93 feet to the point of beginning. **SAVE AND EXCEPT THE FOLLOWING DESCRIBED REAL ESTATE:** Beginning at a point (said point lies on the centerline of the Old North Dixie Highway being North 00°31'17" East a distance of 154.60 feet and thence North 46°10'04" East along the centerline of the Old North Dixie Highway a distance of 311.17 feet from the southwest corner of the north Half of the Southeast Quarter of Section 31); thence continuing North 46°10'04" East along the centerline of the Old North Dixie Highway for a distance of 442.92 feet to a point; thence South 43°49'56" East a distance of 213.27 feet to a point; thence South 46°10'04" West for a distance of 318.22 feet to a point; thence South 89°33'25" West for a distance of 171.58 feet to a point; thence North 43°49'56" West for a distance of 95.42 feet to the point of beginning. Said parcel of land contains 2.00 acres, more or less, and is subject to all legal highways and easements of record.

Said parcel of land containing after said exception 45.894 acres, more or less, subject to all legal highways and easements of record.

Prior Instrument Reference: Volume 919, Page 312

Prior Instrument Reference: Volume 2014, Page 12274 of the Deed Records of Allen County, Ohio.

Parcel No. 28-3100-04-009.000

449888
Widow of Richard

Widow and heirs of Richard

and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to her by RUCKEYE PIPE LINE COMPANY, the grantee, the receipt of which is hereby acknowledged, does hereby Give, Grant, Assign, Sell and Convey to the said trustee, Ruckeye Pipe Line Company, its heirs, executors, administrators and assigns forever, a certain right-of-way and easement, and right of occupancy and use, for the purposes hereinafter contained in the following described premises, to-wit:

Being an area and fully (50) feet wide over and through lands in the death held by the defendant under of Section 31, T-2-S, R-8-S, Oakland Township, Allen County, Ohio, more particularly described as follows:

Beginning at a point situated on the northerly property line of John B. Stebbins, said point being further located 450 feet 3/4 inch from the center line of Ruckeye Road, and being also located 100' 0/16" E 200.67' ft. from U.S. Route 200 (hereinafter line of Station 087978); thence along the northerly property line of said B. Stebbins a 50' 0/16" E 50' 0/16" N 174.20' feet to a point situated on the northerly right-of-way line of the said B. Stebbins; thence northerly and westerly along the northerly right-of-way line of the said B. Stebbins, the course and distance of 10' 0/16" N 200.67' ft. to a point; and thence along the northerly right-of-way line of the said B. Stebbins, the course and distance of 100' 0/16" E 200.67' ft. to a point; the place of beginning containing 1.00 acre or thereabouts.

It being the intent of the parties that the newly established southerly right-of-way line of the above described point being further located in a line with a 70' 0/16" feet easement at right angles from center line of station 087978, the following five courses and distances:
1) 100' 0/16" E 200.67' ft. to a point
2) 100' 0/16" E 200.67' ft. to a point
3) 100' 0/16" E 200.67' ft. to a point
4) 100' 0/16" E 200.67' ft. to a point
5) 100' 0/16" E 200.67' ft. to a point
The area being a certain southerly right-of-way line of 101' 0/16" wide and 100' 0/16" E 200.67' ft. to a point.

1001 688 2011 002

Thence along said established southerly right-of-way line of Felsch and Co. (and) along the following three courses and distances:

- (1) $15^{\circ} 10' 00''$ S - 47.10 ft to a point of curvature.
- (2) Thence along an arc curving to the right with a radius of 48.76 feet for an arc distance of 73.15 feet to a point of tangency.
- (3) Thence along a course $46^{\circ} 11' 00''$ E - 516.05 ft to a point of beginning.

Containing 0.4722 acres, or 1.53034 acres.

In consideration of the aforesaid covenants herein contained, the Grantor hereby gives, grants, bargains, sells and conveys unto Buckeye Pipe Line Company, the right and consent to enter upon said premises for the purpose of constructing, operating, maintaining, and from time to time, altering, repairing and removing one or more lines of pipe for the transportation of petroleum, gas or the products of either or any other liquids, gases or substances which can be transported through pipe lines, with free ingress and egress to construct, operate, maintain and, from time to time, alter, repair or remove the same.

The Grantor herein reserves the right to use the above described land except in such way as unreasonably interfere with the enjoyment by the Grantee of the right of way herein granted, and the Grantor agrees that, without the written consent of the Grantee, no building or other structure shall be erected, or used or constructed within the described fifty (50) foot easement, present dimensions excepted. The Grantee hereby agrees to pay any damages which may arise from the construction, maintenance, operation, alteration, repair or removal of said pipe lines.

Should more than seven (7) lines be laid under this grant, such additional line or lines shall be laid within the easement described and, in addition to the damages as above provided, a consideration of \$400.00 shall be paid for each line so laid.

In addition to the permanent easement, Buckeye Pipe Line Company is hereby granted a temporary easement on the south side of the permanent easement, said temporary easement to be forty (40) feet in width in addition to the permanent easement granted herein, and shall be used to properly and conveniently construct the pipe line, except that such work shall not damage existing buildings. Said temporary easement shall expire upon the completion of the construction of said pipe lines.

The Buckeye Pipe Line Company shall restore the premises to the same or better condition as existed prior to the commencement of work on the

Vol. 494 p. 300

pipe lines, defined more specifically as follows:

1. All rubbish of any kind resulting from the work required under this contract shall be removed from the site of the work and disposed of by the Grantee as the work proceeds.
2. The extent of fence removal shall be kept to a minimum and special care shall be taken during the course of the work to avoid damage to fencing which need not be removed or dismantled.

All labor and material to remove or dismantle temporarily portions of existing fences and gates to facilitate construction of the lines of pipe and to repair or reconstruct the fences in kind upon completion of the construction work,

at locations where temporary removal of fencing might cause loss or damage to enclosed property, the fencing shall be moved to a temporary location and re-erected for protection of the property during construction, after which it shall be replaced at its original position and condition.

3. Any abatement of the value causing a depreciation shall be a full. When the abatement shall apply for a period of three (3) years, during which time, it is expected that complete settling will occur.
4. When removal of other surface improvements is required, these shall be returned to their original condition or replaced after the abatement has taken place. Temporary access to adjacent lands shall be restored at once.
5. If any underground pipe, structure or other facility is broken, damaged or destroyed, it shall be repaired to its original or better condition.
6. All of the above items, when not for the purpose of protection, the contractor from loss due to the construction work shall also apply in the event and at such time as maintenance work on the lines of pipe shall become necessary.
7. No pipe line company shall pay for all crop damage incurred on the permanent and on the temporary easement.

The above and to hold said easement and right-of-way unto the grantee, the above and to hold said easement.

And the grantee, its heirs, assigns, executors and administrators, shall be bound to pay to the grantor, its heirs, assigns, executors and administrators, the amount of the cost of the above and to hold said easement and right-of-way unto the grantee, the above and to hold said easement.

100 454 1001

BEFORE ME, the undersigned authority, on this _____ day of _____, 1969,

In the presence of:

Paul H. Sterling

before me, a Notary Public in and for said County and State, personally appeared _____, with a _____, and acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of _____, this _____ day of _____, 1969.

Notary Public

Notary Public
New York State
New York, N.Y.

1001 484 000 302

2/20/69

1969

1969

Deed

Sheet 100

9

Tract 13

TO: DON CAIN ESTATE

Parcel Numbers: 28-3100-04-007.000;

38-0600-01-001.001

125.118 acres, more or less, Allen County

PRELIMINARY OWNER'S TITLE CERTIFICATE

The undersigned hereby certifies that he has made a thorough examination of the records of Allen County, Ohio, as disclosed by the public indexes in accordance with the Ohio Marketable Title Act, relating to the premises hereinafter described in Item I. This examination commenced with (i) a Warranty Deed from Harold E. Weaver and Mary E. Weaver, husband and wife, to Harold C. Winkelman and Lina Winkelman, filed for record June 14, 1966, at Volume 456, Page 555, of the Allen County Deed Records; and (ii) a Warranty Deed from Earl M. Myers and Clara Myers, husband and wife, to Harold C. Winkelman, filed for record April 22, 1965, at Volume 443, Page 496, of the Allen County Deed Records; and continued to the date hereof.

This certificate does not purport to cover matters not of record in the County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, zoning and other governmental regulations, or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the premises is located.

The undersigned hereby certifies that, in his opinion based upon the records, the fee simple title to the premises is vested in Don Cain by virtue of a Warranty Deed from Golf at Sugar Creek Properties, a Limited Liability Company, filed for record July 25, 2008, at Book 2008, Page 10444, of the Official Records of Allen County, Ohio; and that as appears from the records, the title is marketable and free from encumbrances except and subject to the matters set forth below.

ITEM I SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION OF REAL ESTATE.

ITEM II Real Estate Taxes:
Parcel Number: 28-3100-04-007.000
Tax Valuation: \$ 547,900
Taxes per Half: \$ 1,258.83 – 1st half
\$ 1,248.82 – 2nd half
Assessments: Larue \$ 10.00 – 1st half
Warrington Ditch Maintenance \$ 97.04 – 1st half
Warrington Ditch Maintenance \$ 97.03 – 2nd half
TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

Parcel Number: 38-0600-01-001.001
Tax Valuation: \$ 111,000
Taxes per Half: \$ 192.35 – 1st half
\$ 192.34 – 2nd half
Assessments: Warrington Ditch Maintenance \$ 20.40 – 1st half
Warrington Ditch Maintenance \$ 20.39 – 2nd half
TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

SPECIAL NOTE: THE REAL PROPERTY IS CURRENTLY TAXED BASED UPON ITS CURRENT AGRICULTURAL USE VALUATION (CAUV), WHICH RESULTS IN A LOWER TAX THAN IF THE REAL ESTATE WERE VALUED AT ITS FAIR MARKET VALUE. THE REMOVAL OF ANY PART OF THE PROPERTY FROM AGRICULTURAL USE, OR THE FAILURE TO TIMELY FILE APPLICATIONS WITH THE COUNTY AUDITOR TO MAINTAIN THE TAXATION OF THE REAL ESTATE BASED UPON CAUV WILL RESULT IN A RECAPTURE OF THE REAL ESTATE TAXES SAVED BY REASON OF THE CAUV FOR A THREE-YEAR PERIOD.

ITEM III Any matters disclosed on the survey of 125.118 acres dated January 13, 2001 and filed as Survey Record 30-157 with the Allen County Engineer's Office, a copy of which is attached hereto.

ITEM IV Oil and Gas Lease from Harold E. Weaver and Mary E. Weaver, husband and wife, to Producers Drilling & Cont. Co., filed for record June 19, 1964, at Volume 54, Page 198, of the Lease Records of Allen County, Ohio, a copy of which is attached hereto.

ITEM V Oil and Gas Lease from Jack E. Dally and Barbara L. Dally, husband and wife, to Producers Drilling & Cont. Co., filed for record June 19, 1964, at Volume 54, Page 202, of the Lease Records of Allen County, Ohio, a copy of which is attached hereto.

ITEM VI Easement for County Road Purposes from Harold C. Winkelman and Ruth L. Fritschi, to Allen County, State of Ohio, filed for record September 3, 1993, at Volume 781, Page 92, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

- ITEM VII Easement from Harold C. Winkelman and Ruth L. Fritschi, to United Telephone Company of Ohio, filed for record February 28, 1994, at Volume 787, Page 520, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.
- ITEM VIII Easement of Correction from Harold C. Winkelman and Ruth L. Fritschi, to United Telephone Company of Ohio, filed for record March 25, 1994, at Volume 788, Page 442, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto. **NOTE: This is a correction of the Easement filed for record at Deed Record Volume 787, Page 520.**
- ITEM IX Partial Release of Easement & Agreement by Buckeye Pipe Line Company, L.P., to Golf at Sugar Creek Properties, filed for record August 25, 2005, at Volume 946, Page 327, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

Dated at Sidney, Ohio, this 16th day of April, 2021, at 8:30 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association

By: _____

Thomas J. Potts

EXHIBIT "A"

The following described parcel of land is situated in the Southwest and Southeast quarters of Section 31, Township 2 South, Range 8 East, Richland Township and the Northeast quarter of Section 6, Township 3 South, Range 8 East, Jackson Township, Allen County, Ohio, being all of parcel 28-3100-04-007.000 and parcel 38-0600-01-001.000 and is more particularly described as follows:

Commencing at a railroad spike (found) marking the Northeast corner of the Northeast quarter of Section 6, Jackson Township, also being the centerline of Napoleon Road and the PLACE OF BEGINNING for the parcel to be described.

Thence with the centerline of Napoleon Road, S 00° 41' 38" W a distance of 882.40 feet to a P K nail (set) in the center of a bridge over Sugar Creek;

Thence with the centerline of Sugar Creek and the North line of lands owned by Golf at Sugar Creek as described in Deed Volume 840 Page 503, the following courses;

N 70° 52' 15" W a distance of 215.65 feet;

N 29° 36' 03" W a distance of 35.47 feet;

N 20° 40' 52" E a distance of 53.40 feet;

N 62° 34' 58" W a distance of 138.52 feet;

N 49° 09' 16" W a distance of 153.27 feet;

N 65° 17' 09" W a distance of 169.39 feet;

N 54° 38' 08" W a distance of 149.90 feet;

N 68° 29' 41" W a distance of 137.23 feet;

S 80° 01' 14" W a distance of 130.21 feet;

N 72° 50' 44" W a distance of 207.43 feet;

N 58° 33' 00" W a distance of 173.72 feet;

S 72° 43' 20" W a distance of 198.69 feet;

N 79° 01' 58" W a distance of 213.20 feet;

S 88° 58' 32" W a distance of 181.22 feet;

N 84° 40' 56" W a distance of 192.44 feet;

S 82° 00' 28" W a distance of 169.17 feet;

N 87° 45' 53" W a distance of 257.35 feet;

N 69° 27' 48" W a distance of 79.33 feet;

N 28° 24' 50" W a distance of 123.07 feet to a point where the centerline of said creek intersects the West line of the Northeast quarter of Section 6;

thence with said West line N 00° 29' 41" E a distance of 65.37 feet to an iron pipe (found) at the Northwest corner of the Northeast quarter of Section 6;

thence with the Township line common to Jackson and Richland Townships S 89° 09' 34" W a distance of 1,270.91 feet to an iron pin (found) in the center of a creek just Southeasterly from its confluence with Sugar Creek, also being the Southwest corner of the Southeast quarter of the Southwest quarter of Section 31, Richland Township;

thence N 00° 10' 15" W a distance of 94.10 feet to an iron pipe (found);

thence N 45° 46' 15" W a distance of 60.00 feet to a P K nail (set) in the centerline of Dixie Highway;

thence with the centerline of Dixie Highway N 44° 12' 20" E a distance of 1,614.07 feet to a P K nail (found);

thence continuing with said centerline N 45° 24' 47" E a distance of 285.01 feet to a P K nail (found) in the West line of the Southeast quarter of Section 31;
thence with said West line S 00° 41' 04" E a distance of 154.24 feet to an iron pin (found) at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 31, passing at 43.26 feet an iron pin (set);
thence with the North line of the South half of said Southeast quarter and the South line of lands owned by Don E. Cain as described in Deed Volume 751 Page 358, N 89° 05' 15" E a distance of 2,646.68 feet to a P K nail (set) at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 31 and the centerline of Napoleon Road, passing at 2,616.68 feet an iron pin (set);
thence with the centerline of Napoleon Road S 00° 08' 40" E a distance of 1,064.55 feet to a P K nail (set);
thence S 88° 56' 06" W a distance of 241.00 feet to an iron pin (set), passing at 30.00 feet an iron pin (set);
thence S 00° 08' 40" E a distance of 252.07 feet to an iron pin (set) in the South line of the Southeast quarter of Section 31;
thence with said South line N 88° 56' 06" E a distance of 234.40 feet to the PLACE OF BEGINNING, passing at 211.00 feet an iron pin (set); this tract of land contains 125.118 acres, more or less, subject to all legal highways and easements of record. This description is based on an actual field survey performed in January, 2001 and was prepared by Leland D. Yoakam L.S. # 7676. All markers are accurate as to material and location and are in place. All bearings refer to the centerline of Napoleon Road and the East line of Section 6, Jackson Township, as being S 00° 41' 38" W.

Parcel No. 28-3100-04-007.000

Parcel No. 38-0600-01-001.001

Prior Instrument Reference: Volume 2008, Page 10444 of the Deed Records of Allen County, Ohio.

**125.118 ACRE
BOUNDARY SURVEY
FOR
GOLF AT SUGAR CREEK**

SITUATED IN:
S.E. 1/4 & S.W. 1/4 SECTION 31,
RICHLAND TOWNSHIP T-2-S, R-8-E
AND
N.E. 1/4 SECTION 6,
JACKSON TOWNSHIP T-3-S, R-8-E
ALLEN COUNTY, OHIO

PARCEL NO.'S

ALL OF: 28-3100-04-007.000
PART OF: 28-3100-04-008.000
38-0600-01-002.000
38-0600-01-001.000

28-3100-04-007.000

**125.118 ACRES
TOTAL**

PT. 28-3100-04-008.000

103.420 ACRES IN
RICHLAND TWP.
1.845 ACRES IN R/W
IN RICHLAND TWP.

SECTION 31
RICHLAND TOWNSHIP
TOWN 2 S., RANGE 8 E.

SECTION 6
JACKSON TOWNSHIP
TOWN 3 S., RANGE 8 E.

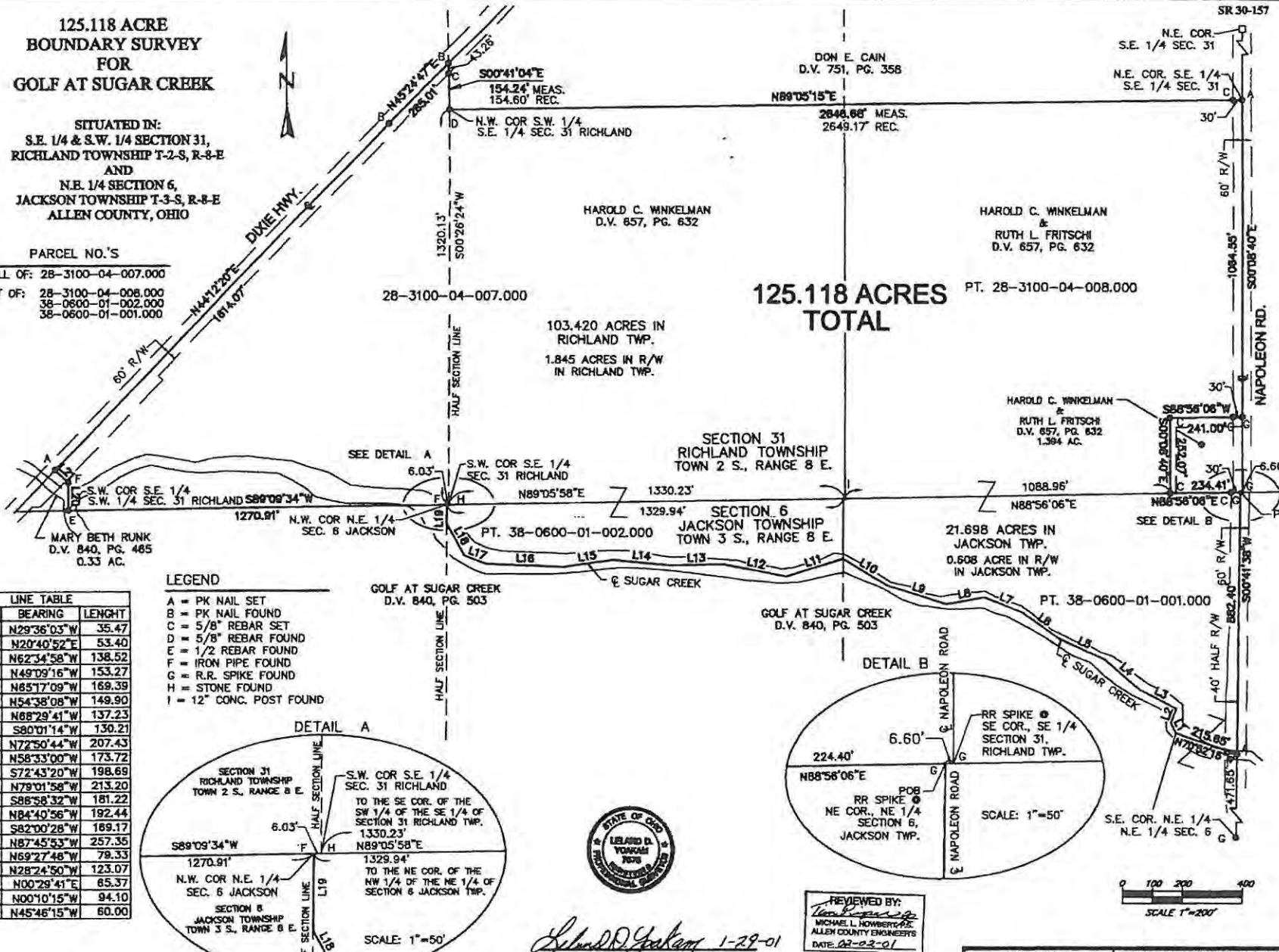
21.698 ACRES IN
JACKSON TWP.
0.608 ACRE IN R/W
IN JACKSON TWP.

HAROLD C. WINKELMAN
&
RUTH L. FRITSCHI
D.V. 657, PG. 632
1.394 AC.

HAROLD C. WINKELMAN
&
RUTH L. FRITSCHI
D.V. 657, PG. 632

DON E. GAIN
D.V. 751, PG. 358

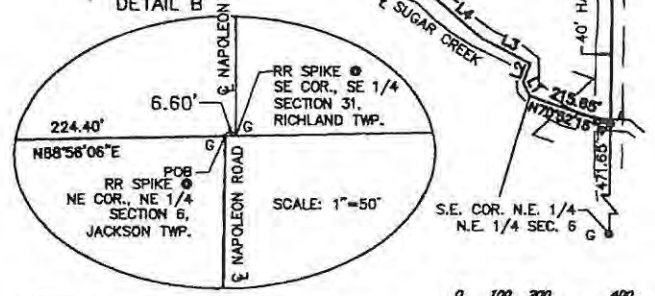
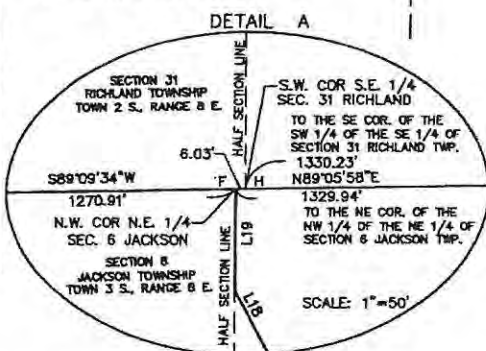
N.E. COR.
S.E. 1/4 SEC. 31
N.E. COR. S.E. 1/4
S.E. 1/4 SEC. 31



LEGEND

- A = PK NAIL SET
- B = PK NAIL FOUND
- C = 5/8" REBAR SET
- D = 5/8" REBAR FOUND
- E = 1/2 REBAR FOUND
- F = IRON PIPE FOUND
- G = R.R. SPIKE FOUND
- H = STONE FOUND
- I = 12" CONC. POST FOUND

LINE	BEARING	LENGTH
L1	N29°36'03"W	35.47
L2	N20°40'52"E	53.40
L3	N62°34'58"W	138.52
L4	N49°09'16"W	153.27
L5	N85°17'09"W	169.39
L6	N54°38'08"W	149.90
L7	N88°29'41"W	137.23
L8	S80°01'14"W	130.21
L9	N72°50'44"W	207.43
L10	N58°33'00"W	173.72
L11	S72°43'20"W	198.69
L12	N79°01'58"W	213.20
L13	S88°58'32"W	181.22
L14	N84°40'56"W	192.44
L15	S82°00'28"W	169.17
L16	N87°45'53"W	257.36
L17	N69°27'48"W	79.33
L18	N28°24'50"W	123.07
L19	N00°29'41"E	85.37
L20	N00°10'15"W	94.10
L21	N45°46'15"W	60.00



Leland D. Yoakam 1-29-01
LELAND D. YOAKAM, REG. SUR. #7676

REVIEWED BY:
Michael L. Howberg
MICHAEL L. HOWBERG, P.E.
ALLEN COUNTY ENGINEERS
DATE: 02-02-01



SURVEY REFERENCES:
SURVEY MADE BY KOHLI & KALHER #6881 IN APRIL OF 1998 # L-1091
SURVEY MADE BY ROLLY E. PION #5013 IN DECEMBER OF 1975

THIS PLAT REPRESENTS AN ACTUAL FIELD SURVEY PERFORMED IN JANUARY, 2001. ALL MARKERS ARE ACCURATE AS TO MATERIAL AND LOCATION AND ARE IN PLACE. ALL BEARINGS REFER TO THE CENTERLINE OF NAPOLEON RD. T-3-S, R-8-E AS BEING S 00°41'38" W.

YOAKAM SURVEYING 9425 Sugar Creek Rd. Harrod, Ohio 43950 Leland D. Yoakam, P.S. 7676 Phone (419) 643-2805	CLIENT: GOLF AT SUGAR CREEK
	COUNTY: ALLEN
	TOWNSHIP: JACKSON & RICHLAND
	SURVEYED BY: L.D.Y.
	SHEET: 1 OF 3
	SCALE: 1"=200' DATE: 1/13/01

**YOAKAM
SURVEYING**

9425 Sugar Creek Road
Harrod, Ohio 45850
Leland D. Yoakam, P.S. # 7676
Phone (419) 643-2805

CLIENT: GOLF AT SUGAR CREEK
COUNTY: ALLEN TWP.: 2-S & 3 -S
TOWNSHIP: RICHLAND & JACKSON RANGE: 8-E
SECTION: 6 & 31 LOT NO.:
SURVEYED BY: L D Y DATE: 01/28/01
SHEET 2 of 3 SCALE:

The following described parcel of land is situated in the Southwest and Southeast quarters of Section 31, Township 2 South, Range 8 East, Richland Township and the Northeast quarter of Section 6, Township 3 South, Range 8 East, Jackson Township, Allen County, Ohio, being all of parcel 28-3100-04-007.000 and part of parcels 28-3100-04-008.000, 38-0600-01-002.000, and 38-0600-01-001.000 and is more particularly described as follows:

Commencing at a railroad spike (found) marking the Northeast corner of the Northeast quarter of Section 6, Jackson Township, also being the centerline of Napoleon Road and the PLACE OF BEGINNING for the parcel to be described;

thence with the centerline of Napoleon Road, S 00° 41' 38" W a distance of 882.40 feet to a P K nail (set) in the center of a bridge over Sugar Creek;

thence with the centerline of Sugar Creek and the North line of lands owned by Golf At Sugar Creek as described in Deed Volume 840 Page 503, the following courses;

N 70° 52' 15" W a distance of 215.65 feet;

N 29° 36' 03" W a distance of 35.47 feet;

N 20° 40' 52" E a distance of 53.40 feet;

N 62° 34' 58" W a distance of 138.52 feet;

N 49° 09' 16" W a distance of 153.27 feet;

N 65° 17' 09" W a distance of 169.39 feet;

N 54° 38' 08" W a distance of 149.90 feet;

N 68° 29' 41" W a distance of 137.23 feet;

S 80° 01' 14" W a distance of 130.21 feet;

N 72° 50' 44" W a distance of 207.43 feet;

N 58° 33' 00" W a distance of 173.72 feet;

S 72° 43' 20" W a distance of 198.69 feet;

N 79° 01' 58" W a distance of 213.20 feet;

S 88° 58' 32" W a distance of 181.22 feet;

N 84° 40' 56" W a distance of 192.44 feet;

S 82° 00' 28" W a distance of 169.17 feet;

N 87° 45' 53" W a distance of 257.35 feet;

N 69° 27' 48" W a distance of 79.33 feet;

N 28° 24' 50" W a distance of 123.07 feet to a point where the centerline of said creek intersects the West line of the Northeast quarter of Section 6;

thence with said West line N 00° 29' 41" E a distance of 65.37 feet to an iron pipe (found) at the Northwest corner of the Northeast quarter of Section 6;

thence with the Township line common to Jackson and Richland Townships S 89° 09' 34" W a distance of 1,270.91 feet to an iron pin (found) in the center of a creek just Southeasterly from its confluence with Sugar Creek, also being the Southwest corner of the Southeast quarter of the Southwest quarter of Section 31, Richland Township;

thence N 00° 10' 15" W a distance of 94.10 feet to an iron pipe (found);

thence N 45° 46' 15" W a distance of 60.00 feet to a P K nail (set) in the centerline of Dixie Highway;

thence with the centerline of Dixie Highway N 44° 12' 20" E a distance of 1,614.07 feet to a P K nail (found);

thence continuing with said centerline N 45° 24' 47" E a distance of 285.01 feet to a P K nail (found) in the West line of the Southeast quarter of Section 31;

thence with said West line S 00° 41' 04" E a distance of 154.24 feet to an iron pin (found) at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 31, passing at 43.26 feet an iron pin (set);

thence with the North line of the South half of said Southeast quarter and the South line of lands owned by Don E. Cain as described in Deed Volume 751 Page 358, N 89° 05' 15" E a distance of 2,646.68 feet to a P K nail (set) at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 31 and the centerline of Napoleon Road, passing at 2,616.68 feet an iron pin (set);

thence with the centerline of Napoleon Road S 00° 08' 40" E a distance of 1,064.55 feet to a P K nail (set);

thence S 88° 56' 06" W a distance of 241.00 feet to an iron pin (set), passing at 30.00 feet an iron pin (set);

thence S 00° 08' 40" E a distance of 252.07 feet to an iron pin (set) in the South line of the Southeast quarter of Section 31;
thence with said South line N 88° 56' 06" E a distance of 234.40 feet to the PLACE OF BEGINNING, passing at 211.00 feet an iron pin (set). This tract of land contains 125.118 acres, more or less, subject to all legal highways and easements of record; This description is based on an actual field survey performed in January, 2001 and was prepared by Leland D. Yoakam L.S. # 7676. All markers are accurate as to material and location and are in place. All bearings refer to the centerline of Napoleon Road and the East line of Section 6, Jackson Township, as being S 00° 41' 38" W
Prior Deed: Deed Volume 657 Page 632

REVIEWED BY:
Michael L. Howbert
MICHAEL L. HOWBERT, P.S.
ALLEN COUNTY ENGINEER'S
DATE: *02-02-01*



Leland D. Yoakam 1-29-01
Leland D. Yoakam, Reg. Sur. #7676

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223038

OIL AND GAS LEASE

Agreement: Made and entered into the 11 day of June 1947 by and between ... hereinafter called lessor (whether one or more), and ... hereinafter called lessee:

Witnessed: That the said lessor, for and in consideration of ... Dollar ... cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the Township of ... County of ... State of ... described as follows, to wit:

Beings by ... Section ... Township ... Range ... and containing ... acres, more or less.

It is agreed that this lease shall remain in force for a primary term of ... years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessee shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessee covenants and agrees: 1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas may be found, while the same is being used on the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8) payable monthly at the prevailing market rate for gas. Where such gas is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the yearly delay rental as provided by the provisions of this lease, payable annually at the end of each year during which such gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof, lessor is to have gas free of cost from any such well for all stock, and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used on the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the month of the well.

If no well be commenced on said land on or before the ... day of ... 1947, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the ... Bank of ... or its successors, which shall continue as the depository regardless of changes in ownership of said land, the sum of ... dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for ... months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee and the depositing of such currency, draft or check in any postoffice, with sufficient postage and properly addressed to the lessor or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinabove provided. And it is agreed that on the resumption of the payments of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals therein provided for shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased, it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

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Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with the effect as though incorporated herein at length.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment of a true copy hereof, and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fall or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for its disposal as a conservation measure, lessee shall pay to the lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each entirely and shall be the entire leased acreage. Provided, however, if the leased premises consist of two or more ununiting tracts, this paragraph shall apply separately to each tract, and further provided that if a portion of the leased premises is hereinafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be operative as to such portion as consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

Lessor hereby warrants and agrees to defend the title to said lands herein described and agrees that the lessee shall have the right at any time to redeem for lessor by payments, any mortgage, taxes or other liens on the above described lands in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or making a release thereof to the lessor. If lease is not recorded or by placing a release thereof of record in the proper county, if lease is payable hereunder shall be reduced proportionately.

IN TESTIMONY WHEREOF WE SIGN THIS

Witness _____ day of _____ 19____
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF _____ COUNTY OF _____ SS. ACKNOWLEDGMENT TO THE LEASE.

On this _____ day of _____ A. D. 19____ before me, the undersigned a Notary Public in and for said county, the Smith, above and personally appeared _____

known as the person, next of kin and who executed the foregoing instrument and acknowledged that _____ had executed for same as _____

My Commission Expires _____ Notary Public _____ County _____
 Acting in _____ County _____

OIL AND GAS LEASE

FROM

TO

Executed by _____
 State of _____
 This _____ County

This instrument was filed for record on the _____ day of _____ 19____

at _____ and duly recorded in Book _____ Page _____ of the records of the office of the _____

_____ Notary Public

44-100-100

STANDARD OIL COMPANY

223040 OIL AND GAS LEASE

Agreement: Made and entered into the 22nd day of July 1964 by and between Jack L. Daily and Barbara L. Daily hereinafter called lessor (whether one or more), and Standard Oil Company hereinafter called lessee:

Witnesseth: That the said lessor, for and in consideration of _____ Dollar cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the Township of _____ County of Allegheny State of Pennsylvania, described as follows, to wit:

_____ and _____ of _____ Township _____ Range _____ and containing _____ acres, more or less.

It is agreed that this lease shall remain in force for a primary term of 5 years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lease shall have the right to continue drilling to completion, with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the lease proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used on the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas where such gas is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the yearly delay rental as provided by the provisions of this lease, payable annually at the end of each year during which such gas is not sold or used and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof. Lessor is to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessee's own connections with the well at lessee's own risk and expense.

3rd. To pay lessor for gas produced from any well and used on the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the _____ day of _____ 1964, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the _____ Bank at _____ or its successors, which shall continue as the depository

regardless of changes in ownership of said land, the sum of _____ dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for _____ months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee and the depositing of such currency, draft or check to any post-office, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinabove provided. And it is agreed that on the resumption of the payments of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals therein provided for shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations _____ on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants expressed or implied in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

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Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with the force and effect as though incorporated herein at length.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer of assignment or a true copy thereof, and if he hereby agrees that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to default or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

If the leased premises are now or shall hereafter be owned in severally or in separate tracts, this premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more nonabutting tracts, this paragraph shall apply separately to each nonabutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion consolidated. There shall be no obligation on the part of the lease to effect wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or making a release thereof to the lessor, if lease is not required, or by putting a release thereof of record in the proper county, if lease is recorded, and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

TESTIMONY WHEREOF WE SIGN, This _____ day of _____ 19____
Witness: _____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

STATE OF _____
COUNTY OF _____
On this _____ day of _____ 19____, before me the undersigned a Notary Public in and for said county, in the State aforesaid, personally appeared _____
to me known as the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same.
My Commission Expires _____
NOTARY PUBLIC

THIS INSTRUMENT IS
OIL AND GAS LEASE
FROM _____ TO _____
Date: _____
Signed: _____
In Presence of: _____
Witness: _____
This instrument is filed for record in the _____
County of _____ State of _____
on the _____ day of _____ 19____
at _____ o'clock _____ of the day.
Filed for Record _____
By _____
Notary Public
JAN 19 1900

EASEMENT FOR COUNTY ROAD PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Harold C. Winkelman and Ruth L. Fritschi
5511 N. Napoleon Road
Lima, Ohio 45807

The Grantors, for and in consideration of the sum of Three hundred twenty-four and zero hundredths Dollars (\$ 324.00) and for other good and valuable consideration to them paid by Allen County, State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right-of-way for public County Road Purposes, in, upon and over the lands hereinafter as follows:

PARCEL NO. 38-0600-01-001

Being a parcel of land of the Harold C. Winkelman and Ruth L. Fritschi property (Deed Record Book 657, Page 632) located in the Northeast Quarter of the Northeast Quarter, Section 6, T3 S, R8 E, Jackson Township, Allen County, Ohio, and lying on the west side of the centerline of a survey made by the County Engineer and being located within the following described points: Commencing at a railroad spike found at the Southeast corner of the Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section six (6); Township three (3) South; Range eight (8) East; Jackson Township; Allen County, Ohio.

1. Thence North zero degrees zero minutes zero seconds East (N00°-00'-00"E) with the east line of the said Northeast Quarter ($\frac{1}{4}$) of Section six (6) also being the centerline of Napoleon Road, two hundred seventy-one and fifty-five hundredths (271.55) feet to the PLACE OF BEGINNING.
2. Thence continue North zero degrees zero minutes zero seconds East (N00°-00'-00"E) with the east line of the said Northeast Quarter ($\frac{1}{4}$) of Section six (6), six hundred twenty-five and zero hundredths (625.00) feet.
3. Thence North ninety degrees zero minutes zero seconds West (N90°-00'-00"W), perpendicular to the east line of the said Northeast Quarter ($\frac{1}{4}$) of Section six (6), thirty and zero hundredths (30.00) feet to the existing west right-of-way line of Napoleon Road.
4. Thence South three degrees forty-eight minutes, fifty-one seconds West (S03°-48'-51"W) with the west right-of-way line of Napoleon Road, seventy-five and seventeen hundredths (75.17) feet.
5. Thence South zero degrees zero minutes zero seconds West (S00°-00'-00"W) with the west right-of-way line of Napoleon Road, said line being parallel with and thirty-five and zero hundredths (35.00) feet west of the east line of the said Northeast Quarter ($\frac{1}{4}$) of Section six (6), one hundred and zero hundredths (100.00) feet.
6. Thence South five degrees forty-two minutes thirty-eight seconds West (S05°-42'-38"W) with the west right-of-way line of Napoleon Road, fifty and twenty-five hundredths (50.25) feet.
7. Thence South zero degrees zero minutes zero seconds West (S00°-00'-00"W) with the west right-of-way line of Napoleon Road, said line being parallel with and forty and zero hundredths (40.00) feet west of the east line of the said Northeast Quarter ($\frac{1}{4}$) of Section six (6), three hundred twenty-five and zero hundredths (325.00) feet.
8. Thence South seven degrees thirty-five minutes forty-one seconds East (S07°-35'-41"E) with the west right-of-way line of Napoleon Road, seventy-five and sixty-six hundredths (75.66) feet to the existing west right-of-way line of Napoleon Road.
9. Thence South ninety degrees zero minutes zero seconds East (S90°-00'-00"E) perpendicular to the east line of the said Northeast Quarter ($\frac{1}{4}$) of Section six (6), thirty and zero hundredths (30.00) feet to the PLACE OF BEGINNING.

It is understood that the strip of land above described contains
0.538 acres, more or less, of which the present road occupies
0.430 acres, more or less. The parcel to be acquired contains
0.108 acres, more or less.

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TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantors, for themselves and their heirs, executors, and administrators, hereby convenant with the said Grantee, its successors, and assigns that they are the true and lawful owners of said premises, and they have lawfully seized of the same in fee simple and have good right and power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Ruth L. Fritschi, wife of Ernest Fritschi, and Ernest Fritschi, husband of Ruth L. Fritschi.

hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Harold C. Winkelman and Ruth L. Fritschi and Ernest Fritschi have hereunto set their hands, the 18th day of August in the year of our Lord, one thousand nine hundred and ninety-three.

ENC 781 PAGE 93

Signed and sealed in the presence of:

Wayne C. Gerde
Douglas S. Dyer

Witnesses

STATE OF OHIO)
) ss. :
ALLEN COUNTY)

Harold C. Winkelman
Harold C. Winkelman
Ruth L. Fritschi
Ruth L. Fritschi
Ernest Fritschi

Before me, a notary public in and for said County and State, personally appeared the above named Harold C. Winkelman, Ruth L. Fritschi and Ernest Fritschi, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Lima, Ohio, this 18th day of August, A. D. 1993.



This instrument prepared by:
Allen County Engineer's Office

Wayne C. Gerde
WAYNE C. GERDEMAN, Notary Public
State of Ohio
My Commission Expires, June 16, 1996.

9315431

FILED AND RECORDED
Sept 3 1993
AT 10:40 O'CLOCK A.M.
Vol. 781 PAGE 92
EDWARD P. KIRK
RECORDER, ALLEN CO., OHIO
FEE \$4.00 PAID
Check of Comm.

This Conveyance has been examined and the Grantor has complied with Section 319-202 of the Revised Code.
FEE \$ _____
EXEMPT
H. DEAN FRENCH, County Auditor

Transferred Sept. 3, 1993
H. Dean French - Co. Auditor
no fee



9403050

EASEMENT NUMBER
JOB NUMBER 1103-2314446

EASEMENT

Know all men by these presents, that

NAME Harold C. Winkelman and Ruth L. Fritschl
STREET 5511 N. Napoleon Road Rt. #3
CITY, STATE, ZIP Lima, Ohio 45807

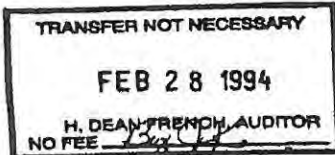
The Grantor(s)

ENC. 781 PAGE 020

In consideration of one dollar (\$1.00) and other valuable considerations received to his, her, their satisfaction from UNITED TELEPHONE COMPANY OF OHIO, the Grantor, hereby grant(s) and convey(s) unto said Grantee, an Ohio Corporation and public utility under the laws of the State of Ohio, its successors and assigns, a perpetual alienable commercial utility easement to lay, install, construct, reconstruct, erect, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its communications plant and systems including, but not limited to conduits, pedestals, poles, wires, guys, anchors, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, and appurtenances, as it may deem necessary, with the further right to permit the attachment of, and/or carry in conduit, wires, cables and associated facilities of any other company with services and extensions therefrom in, on, over, and/or under our lands, with the right of ingress to and egress from and over said premises situated in the *Type Village or City, whichever applies* - of N/A, Township of Jackson, County of Allen, State of Ohio, and being a part of NE 1/4 of the NE 1/4 Section(s) 6, Township 3 south, Range 8 east, Lot Number(s) Parcel # 38-0600-01-001, Parcel #2, 40 acre tract of land.

The easement herein granted shall be as noted feet in width and more fully described as follows:

Guy wire and anchor assembly to be placed within an easement being a strip of land 1' (foot) in width and lying on each side of a center line; Said center line to begin at a railroad spike found at the southeast corner of the northeast 1/4, of the northeast 1/4 of section 6; Township 3 south; Range 8 east; Jackson Township; Allen County; Also being the center line of Napoleon Road, 496 ±55' (feet) more or less to a point; Thence westerly, a distance of 40' (feet) more or less to a point on the new west right of way line of Napoleon Road; Said point also being the true point of beginning; Thence westerly a distance of 10' (feet) more or less to a point of termination.



Said easement may be further identified on exhibit(s) A attached hereto and by this reference made a part thereof.

Any damage due to construction, maintenance, or removal, of said facilities shall be paid, repaired, or restored by United Telephone Company of Ohio.

In compliance with IRS regulations Grantor(s) shall file IRS Form 1099S for this transaction.

Grantor(s) claims title to the above described property by virtue of deed recorded in Deed/Official Record Volume 657, Page 632 of the records of Allen County, Ohio.

The easement and right of way hereby granted includes the perpetual right to cut, trim, and/or otherwise control any trees and/or brush which may endanger the safety of or interfere with the construction and use of said communications plant and systems.

The Grantor(s) herein retain(s) the right to use said lands for any and all other purposes, provided that such use does not interfere with nor impair the exercise of the easement herein granted.

The undersigned Grantors hereby covenants to be the owner in fee simple of said real estate, lawfully seized thereof, with good right to grant and convey said easement herein, and that said real estate is free from all encumbrances, and that Grantors will warrant and defend the title to the said easement against all lawful claims. Grantors warrants that the above-described property as subject of said easement does not contain hazardous materials as defined by federal and state statute or regulation.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

In WITNESS WHEREOF, the said Grantor(s) hereunto set their hand(s) this 23RD day of FEBRUARY, 1994.

SIGNED IN THE PRESENCE OF:

William R. Perrin
WILLIAM R. PERRIN
C. George Volbert Jr.
C. GEORGE VOLBERT JR.

SIGNATURE OF GRANTOR(S):

Harold C. Winkelman
HAROLD C. WINKELMAN
Ruth L. Fritschi
RUTH L. FRITSCHI
Ernest Fritschi
ERNEST FRITSCHI

STATE OF OHIO
County OF ALLEN

} SS:

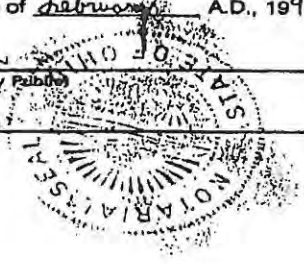
Before me, a Notary Public in and for said County, personally appeared the above named _____ who acknowledged that did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23RD day of February, A.D., 1994

William R. Perrin
(Notary Public)
(Printed) WILLIAM R. PERRIN

WILLIAM R. PERRIN
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 01-30-98

My commission expires _____



STATE OF OHIO

} SS:
County _____

Before me, a Notary Public in and for said County, personally appeared the above named _____ who acknowledged that _____

did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ A.D., 19____.

(Notary Public)

(Printed) _____

My commission expires _____, 19____.

STATE OF OHIO

} SS:
County _____

Before me, a Notary Public in and for said County, personally appeared the above named _____ who acknowledged that _____

did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ A.D., 19____.

(Notary Public)

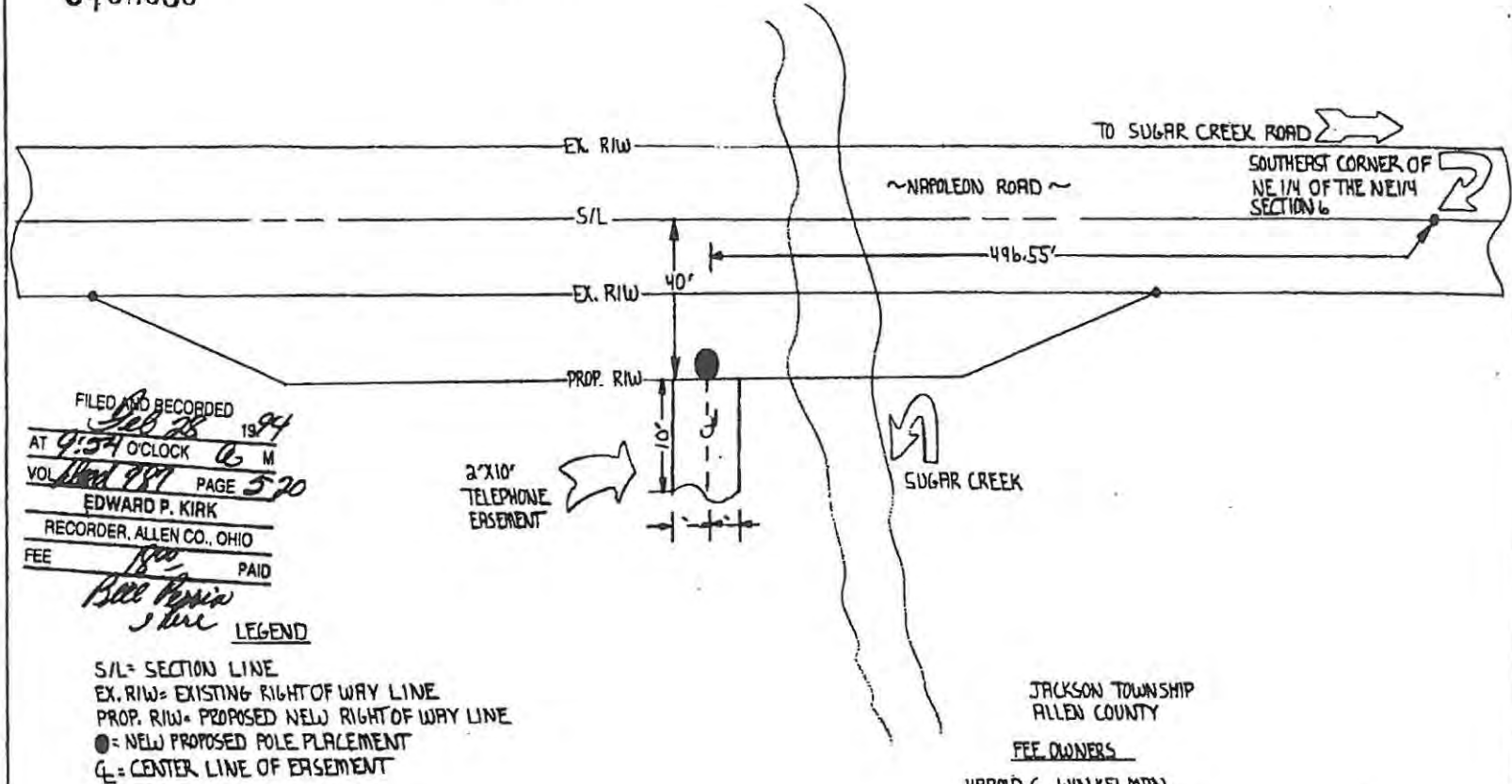
(Printed) _____

My commission expires _____, 19____.

BOOK 787, PAGE 521

9403050

EXHIBIT "A"



FILED AND RECORDED
Feb 28 19*94*
 AT *9:54* O'CLOCK *6* M
 VOL *187* PAGE *520*
 EDWARD P. KIRK
 RECORDER, ALLEN CO., OHIO
 FEE *1800* PAID
Bill Perrin
J. Kirk

LEGEND
 S/L = SECTION LINE
 EX. RIW = EXISTING RIGHT OF WAY LINE
 PROP. RIW = PROPOSED NEW RIGHT OF WAY LINE
 ● = NEW PROPOSED POLE PLACEMENT
 C = CENTER LINE OF EASEMENT

REVISED	United Telephone Company of Ohio	
TITLE:	TELEPHONE EASEMENT ACROSS 40 ACRE TRACT OF LAND PARCEL# 38-0600-01-001	
OFFICE CODE	1103 - BEAVERDAM	TAX DISTRICT
DRAWN BY	B. PERRIN	DATE 02-23-94 SCALE NONE
ENGINEERED BY		SHEET 1 OF 1
APPROVED BY		WORK ORDER NO. 8714446

787 MAR 5 1994

442

9404723



9483050

EASEMENT NUMBER
JOB NUMBER
1103-2314446

EASEMENT OF CORRECTION
EASEMENT

Know all men by these presents, that

NAME
Harold C. Winkelman and Ruth L. Prtachi
STREET
5511 N. Napoleon Road Rt.#3
CITY, STATE, ZIP
Lima, Ohio 45807

The Grantor(s)

BOOK 787 PAGE 528

In consideration of one dollar (\$1.00) and other valuable considerations received to his, her, their satisfaction from UNITED TELEPHONE COMPANY OF OHIO, the Grantor, hereby grant(s) and convey(s) unto said Grantee, an Ohio Corporation and public utility under the laws of the State of Ohio, its successors and assigns, a perpetual alienable commercial utility easement to lay, install, construct, reconstruct, erect, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its communications plant and systems including, but not limited to conduits, pedestals, poles, wires, guys, anchors, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, and appurtenances, as it may deem necessary, with the further right to permit the attachment of, and/or carry in conduit, wires, cables and associated facilities of any other company with services and extensions therefrom in, on, over, and/or under our lands, with the right of ingress to and egress from and over said premises situated in the Type Village or City, whichever applies of N/A, Township of Jackson, County of Allen, State of Ohio, and being a part of NE 1/4 of the NE 1/4 Section(s) 6, Township 3 south, Range 8 east, Lot Number(s) Parcel # 38-0600-01-001, Parcel #2, 40 acre tract of land.

VOL 788 PAGE 442

The easement herein granted shall be as noted feet in width and more fully described as follows:

Guy wire and anchor assembly to be placed within an easement being a strip of land 1' (foot) in width and lying on each side of a center line; Said center line to begin at a railroad spike found at the southeast corner of the northeast 1/4, of the northeast 1/4 of section 6, Township 3 south; Range 8 east; Jackson Township; Allen County; Also being the center line of Napoleon Road, 55' (feet) more or less to a point; Thence westerly, a distance of 40' (feet) more or less to a point on the new west right of way line of Napoleon Road; Said point also being the true point of beginning; Thence westerly a distance of 10' (feet) more or less to a point of termination.

TRANSFER NOT NECESSARY
FEB 28 1994
H. DEAN FRENCH, AUDITOR
NO FEE

TRANSFER NOT NECESSARY
MAR 25 1994
H. DEAN FRENCH, AUDITOR
NO FEE

Said easement may be further identified on exhibit(s) A attached hereto and by this reference made a part thereof.

Any damage due to construction, maintenance, or removal, of said facilities shall be paid, repaired, or restored by United Telephone Company of Ohio.

In compliance with IRS regulations Grantor(s) shall file IRS Form 1099S for this transaction.

Grantor(s) claims title to the above described property by virtue of deed recorded in Deed/Official Record Volume 657, Page 632 of the records of Allen County, Ohio.

The easement and right of way hereby granted includes the perpetual right to cut, trim, and/or otherwise control any trees and/or brush which may endanger the safety of or interfere with the construction and use of said communications plant and systems.

The Grantor(s) herein retain(s) the right to use said lands for any and all other purposes, provided that such use does not interfere with nor impair the exercise of the easement herein granted.

The undersigned Grantors hereby covenants to be the owner in fee simple of said real estate, lawfully seized thereof, with good right to grant and convey said easement herein, and that said real estate is free from all encumbrances, and that Grantors will warrant and defend the title to the said easement against all lawful claims. Grantors warrants that the above-described property as subject of said easement does not contain hazardous materials as defined by federal and state statute or regulation.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

In WITNESS WHEREOF, the said Grantor(s) hereunto set their hand(s) this 23RD day of FEBRUARY, 1954.

SIGNED IN THE PRESENCE OF:

William R. Perrin
WILLIAM R. PERRIN
C. George Valbert Jr.
C. GEORGE VALBERT JR.

SIGNATURE OF GRANTOR(S):

Harold L. Winkelman
HAROLD L. WINKELMAN
Ruth L. Fritsch
RUTH L. FRITSCH
Ernest Fritsch
ERNEST FRITSCH

121 2517

STATE OF OHIO }
County OF ALLEN } SS:

Before me, a Notary Public in and for said County, personally appeared the above named _____ who acknowledged that did sign the within instrument and that the same is free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23RD day of February, A.D., 1954

William R. Perrin
(Notary Public)

(Printed) WILLIAM R. PERRIN

WILLIAM R. PERRIN
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 01-30-58

My commission expires _____, 19 ____.

STATE OF OHIO }
County _____ } SS:

Before me, a Notary Public in and for said County, personally appeared the above named _____ who acknowledged that _____

did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, A.D., 19 ____.

(Notary Public)

(Printed) _____

My commission expires _____, 19 ____.

STATE OF OHIO }
County _____ } SS:

Before me, a Notary Public in and for said County, personally appeared the above named _____ who acknowledged that _____

did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, A.D., 19 ____.

(Notary Public)

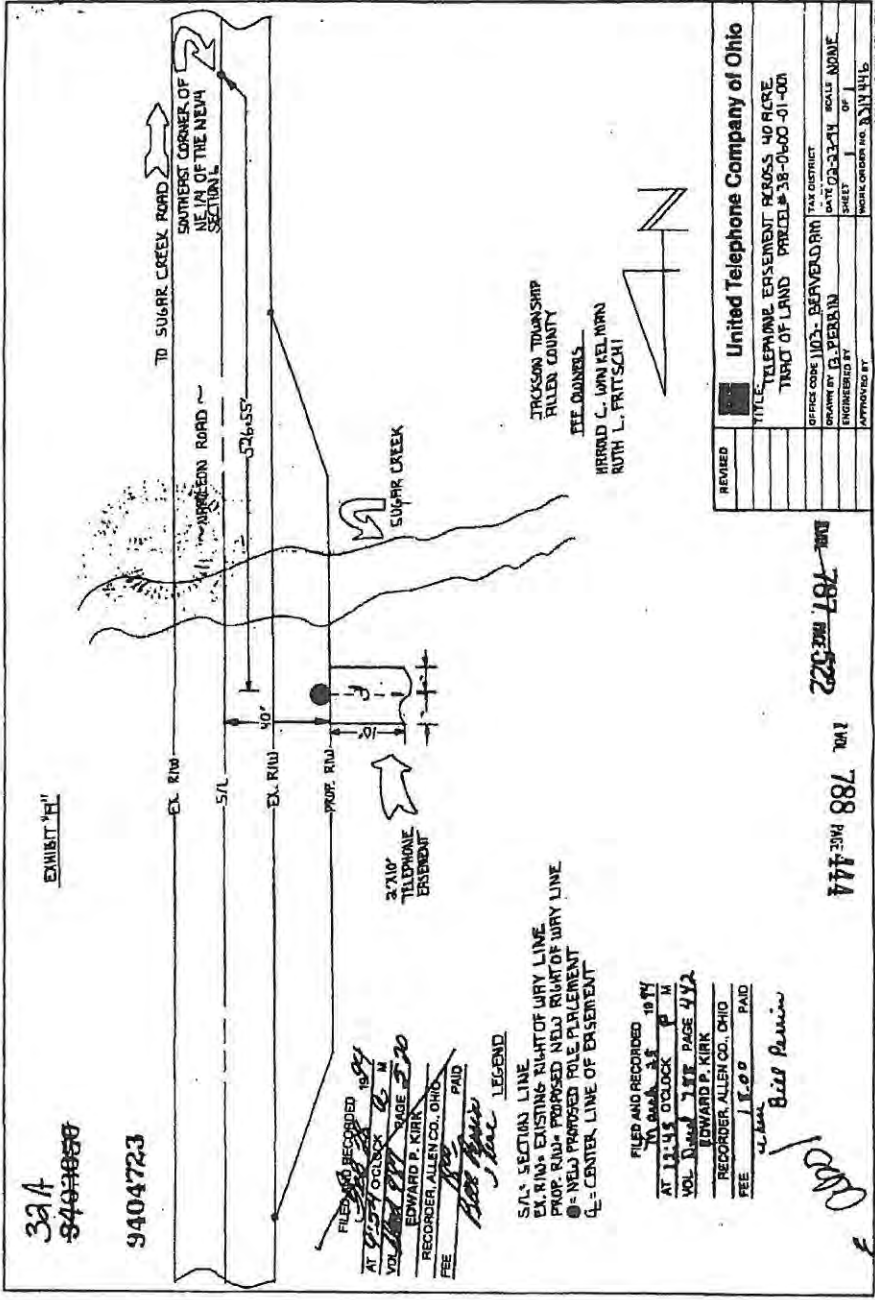
(Printed) _____

My commission expires _____, 19 ____.

This instrument prepared by UNITED TELEPHONE COMPANY LEGAL DEPARTMENT

BOOK 787 PAGE 524
NOV 788 PAGE 443

VOL 788 80 444



32A
\$400000

9404723

FILED AND RECORDED
AT 11:54 O'CLOCK
VOL 788 80 PAGE 444
EDWARD P. KIRK
RECORDER ALLEN CO., OHIO
FEE \$10.00 PAID
Bill Penning

LEGEND
S/L = SECTION LINE
EX. R/W = EXISTING RIGHT OF WAY LINE
PROP. R/W = PROPOSED NEW RIGHT OF WAY LINE
@ = NEW PROPOSED POLE PLACEMENT
Q = CENTER LINE OF EASEMENT

FILED AND RECORDED
VOL 788 80
AT 11:54 O'CLOCK P M
VOL 788 80 PAGE 444
EDWARD P. KIRK
RECORDER ALLEN CO., OHIO
FEE \$10.00 PAID
Bill Penning

788 PAGE 444
787 PAGE 322

REVISED	United Telephone Company of Ohio
TITLE	TELEPHONE EASEMENT BESS 40 ACRES
OF LAND	TRACT OF LAND PARCEL # 38-0-00-01-00
TAX DISTRICT	1073 - DEERVALE, OH
DATE	02-22-74
SCALE	SCALE NONE
ENGINEERED BY	BY G. PEBERIN
APPROVED BY	BY RUTH L. FRITTSCHI
WORK ORDER NO.	1111415
FORM NO. 287 REV. 67-4	

JACKSON TOWNSHIP
HULLEN COUNTY
FEE OWNERS
HARROLD C. WAIN KEL MANN
RUTH L. FRITTSCHI

200515031

PARTIAL RELEASE OF EASEMENT & AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that BUCKEYE PIPE LINE COMPANY, L.P., a Delaware limited partnership, having an office at 940 Buckeye Road, P.O. Box 90, Lima, Ohio 45802-0090, hereinafter referred to as "Grantor," for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration received to its fullest satisfaction from GOLF AT SUGAR CREEK PROPERTIES, an Ohio limited liability company, with a tax mailing address of 6245 Sugar Creek Road, Lima, Ohio 45807, hereinafter referred to as "Grantee," does hereby quitclaim, release, and surrender unto said Grantee, its successors and assigns, all of Grantor's easement rights, title, and interest in and to those certain lands situated in Richland and Jackson Townships, Allen County, Ohio, hereinafter the "Premises," as described in that certain Warranty Deed dated December 19, 2002, unto Grantee recorded at Deed Volume 905, Page 424, Allen County, Ohio records.

100916 RMR327

It is the intent and purpose of this instrument to quitclaim, release, and surrender the Premises from the lien and operation of those certain pipeline easements and right of way grants dated and recorded as follows:

<u>To (Original Grantee)</u>	<u>Dated</u>	<u>Recorded (Allen Co., OH)</u>
The Connecting Pipe Line Co.	6/24/1891	L.V. 10, Pg. 338
The Buckeye Pipe Line Co.	11/28/1904	D.V. 108, Pg. 533
The Buckeye Pipe Line Co.	5/20/1908	D.V. 118, Pg. 540
The Buckeye Pipe Line Co.	6/21/1940	D.V. 239, Pg. 381,

said easements and right of way grants having been acquired by Grantor herein by means conveyances; WITHOUT, HOWEVER, affecting in any manner the lien and operation of said easements and right of way grants upon the remainder of the premises therein

TRANSFER NOT NECESSARY

AUG 25 2005

Ben E. Dispenbeck, Allen County Auditor
NO FEE 15225

described, if any, as to which said easements and right of way grants shall remain in full force and effect.

Grantor hereby EXCEPTS AND RESERVES for itself, its successors and assigns, on, over, through, in, and across the Premises a permanent easement and right of way of varying width, hereinafter the "Easement Strip" as more fully described as "Easement Description: Buckeye Pipe Line Easement through Richland Township Lands" dated July 20, 2005, signed and sealed by Michael G. Buettner, P.S. No. 6881, of Kohli & Kallher Associates, Inc., and contained on Exhibit "A" and shown on Exhibit "B," attached hereto and made a part hereof, for the purpose of constructing, operating, maintaining, replacing, and, from time to time altering, repairing, and removing Grantor's pipelines or future pipelines, hereinafter the "Pipelines," including underground appurtenances and aboveground pipeline location markers within the Easement Strip containing Grantor's Pipelines as now laid on, over, through, in, and across said Premises, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS by the most convenient means or as directed by Grantee to the Easement Strip excepted and reserved herein.

Grantee hereby confirms and acknowledges the validity of the Easement Strip and the location thereof on and through the Premises to be used to reconstruct, operate, maintain, replace, and from time to time, alter, repair, or remove the Pipelines, underground appurtenances, and aboveground pipeline location markers, located within said Easement Strip.

W109146 REC328

As part of the consideration for this partial release, Grantee covenants and agrees, for itself, its successors and assigns, with Grantor, its successors and assigns as follows:

- (a) Not to place, erect, or permit the placement of any buildings, structures, objects, improvements, obstructions, or material of any kind (including, but not limited to, trees, shrubs, bodies of water, fences, swimming pools, or waste disposal systems) over, under, or upon the Easement Strip hereinabove reserved by Grantor or use the Easement Strip, or any part thereof, in any way which will interfere with Grantor's immediate and/or unimpeded access to the Pipelines or otherwise interfere with Grantor's proper and safe use, operation, enjoyment, and lawful exercise of any of the rights herein granted or confirmed without the prior written consent of Grantor, as outlined in Grantor's Right-of-Way Use Restrictions Specification, Revision 1, in possession of the parties hereto and incorporated herein by reference;
- (b) Not to excavate within or remove any fill dirt from the Easement Strip or deposit any fill or other material of any kind thereon without the prior written consent of Grantor;
- (c) Grantor shall have the right, but not the obligation, at Grantor's sole cost and expense, to keep the Easement Strip clear of trees or overhanging limbs which have grown or encroached thereon, undergrowth, brush, ornamental or other vegetation, as necessary for the use and maintenance of the Easement Strip, and as required by state and federal rules and regulations. Grantor shall not be liable for damages to any trees, tree limbs, undergrowth, brush, ornamental or other vegetation upon the Easement Strip during the exercise of any of the rights herein granted or confirmed.

Except as set forth herein, nothing contained in this Agreement shall in any way alter, modify, change, or disturb the rights of Grantor as originally conveyed by the easements dated 5/24/1891, 11/28/1904, 5/20/1908, 6/21/1940, recorded as hereinbefore set forth in and to: (a) the Easement Strip excepted and reserved as hereinabove provided and (b) the remaining property, if any, encumbered by said easements and not hereby otherwise quitclaimed, released, and surrendered.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, including any persons or entity claiming under or

WAL 0946 REC 329

through Grantee, or at any time owning, occupying or using said Premises or any part thereof.

By acceptance of this Agreement, Grantee agrees to disclose the existence of the Easement Strip and provide a copy of this Agreement, along with its Exhibits "A" and "B," to any successor or assign at closing of sale of the Premises in whole, or any portion thereof, containing the Easement Strip. Upon completion of any such sale by the Grantee herein, Grantee's responsibility for this disclosure shall terminate with respect to the portion sold, and thereafter the successor or assign thereto shall be responsible for full disclosure in the event the property is sold at any time in the future.

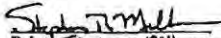
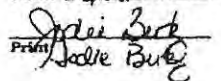
Grantee herein represents and warrants to Grantor that the Grantee is the owner of record of the Premises described herein.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 21st day of August, 2005.

WITNESSES:

GRANTOR

BUCKEYE PIPE LINE COMPANY, L.P.
By Buckeye GP LLC
Its Sole General Partner


Print: Stephen C. Mumber

Print: Jackie Burke


By Stephen C. Mumber, Sr. Vice President,
Administration, and General Counsel

WNO 9146 PAGE 30

GRANTEE

GOLF AT SUGAR CREEK
An Ohio Limited Liability Company

Derek A. Younkman
Print: DEREK A. YOUNKMAN
Michelle L. Girard
Print: Michelle L. Girard

By Wesley E. Funk, mgr.
Wesley E. Funk, Manager

Derek A. Younkman
Print: DEREK A. YOUNKMAN
Michelle L. Girard
Print: Michelle L. Girard

By Robert K. Keller, mgr.
Robert Keller, Manager

Derek A. Younkman
Print: DEREK A. YOUNKMAN
Michelle L. Girard
Print: Michelle L. Girard

By John Duncan, Mgr.
John Duncan, Manager

Derek A. Younkman
Print: DEREK A. YOUNKMAN
Michelle L. Girard
Print: Michelle L. Girard

By James F. Blair, Mgr.
James F. Blair, Manager

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF DELAWARE

}
} SS:

On this 24th day of August, 2005, the above-named Stephen C. Muther, Sr. Vice President, Administration, General Counsel, and Secretary, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed of Buckeye GP LLC, a Delaware limited liability company, acting as sole general partner for an on behalf of Buckeye Pipe Company, L.P., a Delaware limited partnership.

My Commission Expires:

Heather L. McIsaac
Notary Public



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly C. McGee, Notary Public
Forsyth Twp., Delaware County
My Commission Expires Apr. 7, 2009
Member, Pennsylvania Association of Notaries

WM 0946 REC31

STATE OF OHIO)
)
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared the above-named, GOLF AT SUGAR CREEK, a Limited Liability Company, by Wesley T. Runk, Robert Keller, John Duncan and James F. Blair, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Allen County, Ohio this 17th day of AUGUST, 2005.

WM09146 PAR332

Derek A. Younkman
Notary Public
DEREK A. YOUNKMAN

THIS INSTRUMENT PREPARED BY:

Stephen C. Muther, Esq.
Buckeye Pipe Line Co., L.P.
P.O. Box 90
Lima, OH 45802-0090

ATTORNEY AT LAW
STATE OF OHIO
NOTARY PUBLIC
NON EXPIRING COMMISSION



EASEMENT DESCRIPTION

Buckeye Pipe Line Easement through Richland Township lands

A strip of land, variable in width, through the grantor's lands, in part of the southwest quarter of Section 31, Township-2-South, Range-8-East, Richland Township, Allen County, Ohio, described by metes and bounds as follows:

Commencing at a county monument box established at the southwest corner of the northwest quarter of Section 8 of Township-3-South, Range-8-East, Jackson Township;

thence northerly with the west line of said northwest quarter of Section 8 (legal centerline of Cool Road) at N 00°13'16"W, 864.85 feet;

thence northeasterly at N 57°33'37"E, 206.72 feet;

thence northeasterly at N 45°40'12"E, 61.84 feet to a point in the east line of the proposed first phase of lots for the Village at Sugar Creek development project (west line of golf course property);

thence northeasterly into the golf course property at N 45°40'12"E, 183.07 feet;

thence northeasterly at N 44°14'18"E, 871.70 feet;

thence northeasterly at N 39°42'29"E, 1077.11 feet to a point in the north line of said golf course property, and the POINT OF BEGINNING;

thence westerly with said north line of golf course property, which line is also the south line of said southwest quarter of Section 31 at S 89°09'34"W, 109.03 feet;

thence northeasterly into said southwest quarter of Section 31 at N 39°00'11"E, 261.13 feet;

thence northeasterly at N 46°49'31"E, 529.89 feet;

thence northeasterly at N 45°58'21"E, 418.90 feet;

thence northeasterly at N 45°45'41"E, 699.93 feet to a point in the north line of the grantor's lands;

thence westerly with the north line of the grantor's lands at N 89°05'15"E, 104.54 feet;

thence southwesterly into the grantor's lands at S 45°54'49"W, 703.72 feet;

thence southwesterly at S 46°33'11"W, 452.00 feet;

thence southwesterly at S 46°02'12"W, 447.33 feet;

thence southwesterly at S 39°42'29"W, 243.13 feet to the POINT OF BEGINNING;

1110946 REC333

EXHIBIT "A"

Pg. 1 of 2

d:\s3000\mgb_12\go\bp\3.doc

Sheet 2 of 2

This easement contains an area of 3.240 acres, subject to any other legal easements or restrictions of record.

This description is based on surveying work performed by Kohli & Kalher Associates, Inc., and completed April 17, 2003. No new field work has been performed for this description. Bearings are based on an assumed cardinal direction for a traverse line between found points at Cool Road.

100946 REC334



Michael G. Buettner
Ohio Registered Surveyor No. 6881

(SEAL)

JUL 20 2005



EXHIBIT "A"

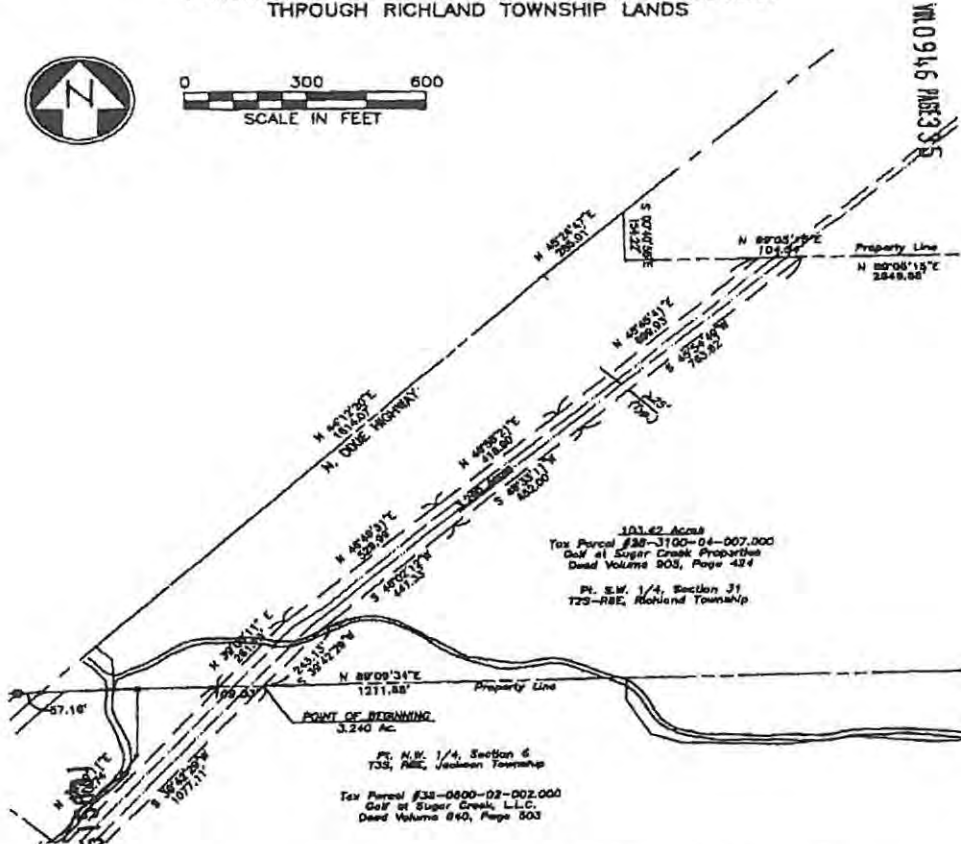
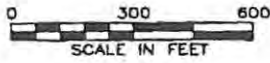
Pg. 2 of 2



KOHLI & KALIMER ASSOCIATES, INC.
 ENGINEERS AND SURVEYORS
 2244 Robin Rouge Avenue, Lima, Ohio 45801
 419-227-1128

CLIENT	Golf at Sugar Creek	
COUNTY	Allen	TOWNSHIP Richland
SECTION	Pt. SW 1/4, Sec. 31	
SUBDIVISION	T-2-S, R-8-E	
DATE	7-28-2005	DRAWN BY MGB

**PARTIAL RELEASE OF BUCKEYE PIPE LINE EASEMENT
 THROUGH RICHLAND TOWNSHIP LANDS**



This drawing is based on surveying work performed by Kohli & Kalimer Associates, Inc., thru July 28, 2005. Bearings are based on an assumed cardinal direction for a traverse line between found points on...

Michael G. Buettner
 Michael G. Buettner, R.S. #6881

JUL 26 2005

RECORDED
 AUG 25 2005
 AT 10:47 O'CLOCK A.M.
 VOL. 946 PAGE 327
 MONA S. LOSH
 RECORDER, ALLEN CO., OHIO
 FEE \$8.00



EXHIBIT

Limaoh 458020090

Tract 14

TO: DON CAIN ESTATE

Parcel Number: 27-3500-01-004.000
73.61 acres, more or less, Allen County

PRELIMINARY OWNER'S TITLE CERTIFICATE

The undersigned hereby certifies that he has made a thorough examination of the records of Allen County, Ohio, as disclosed by the public indexes in accordance with the Ohio Marketable Title Act, relating to the premises hereinafter described in Item I. This examination commenced with a Warranty Deed from Leo Amstutz, unmarried, and Ida Amstutz, unmarried, to William E. Begg and John H. Begg, filed for record April 30, 1969, at Volume 489, Page 634, of the Allen County Deed Records; and continued to the date hereof.

This certificate does not purport to cover matters not of record in the County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, zoning and other governmental regulations, or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the premises is located.

The undersigned hereby certifies that, in his opinion based upon the records, the fee simple title to the premises is vested in Don E. Cain, an undivided two-thirds (2/3) interest, and Derek E. Cain, an undivided one-third (1/3) interest, by virtue of (i) a Special Warranty Deed from Phoenix Mutual Life Insurance Company, a Connecticut corporation, filed for record January 7, 1992, at Book 759, Page 634, of the Official Records of Allen County, Ohio; and (ii) a Quit Claim Deed from Shirley Evelyn Cain, unmarried, filed for record November 17, 2014, at Book 2014, Page 12273, of the Official Records of Allen County, Ohio; and that as appears from the records, the title is marketable and free from encumbrances except and subject to the matters set forth below.

ITEM I SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION OF REAL ESTATE.

ITEM II Real Estate Taxes:
Parcel Number: 27-3500-01-004.000
Tax Valuation: \$ 427,100
Taxes per Half: \$ 1,186.82
Assessments: Cranberry Creek Phase III Ditch Maintenance \$ 170.53 per half
TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

SPECIAL NOTE: THE REAL PROPERTY IS CURRENTLY TAXED BASED UPON ITS CURRENT AGRICULTURAL USE VALUATION (CAUV), WHICH RESULTS IN A LOWER TAX THAN IF THE REAL ESTATE WERE VALUED AT ITS FAIR MARKET VALUE. THE REMOVAL OF ANY PART OF THE PROPERTY FROM AGRICULTURAL USE, OR THE FAILURE TO TIMELY FILE APPLICATIONS WITH THE COUNTY AUDITOR TO MAINTAIN THE TAXATION OF THE REAL ESTATE BASED UPON CAUV WILL RESULT IN A RECAPTURE OF THE REAL ESTATE TAXES SAVED BY REASON OF THE CAUV FOR A THREE-YEAR PERIOD.

ITEM III Deed of Easement from Leo Amstutz and Ida L. Amstutz, his wife, to The Ohio Power Company, filed for record November 25, 1952, at Volume 219, Page 327, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

ITEM IV Easement for Channel Purposes from Leo Amstutz, unmarried, and Ida Amstutz, unmarried, to the State of Ohio, filed for record June 2, 1969, at Volume 490, Page 699, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

ITEM V Oil and Gas Lease from William E. Begg and Beverly R. Begg, to Roy L. Jennings, filed for record December 10, 1981, at Volume 65, Page 815, of the Lease Records of Allen County, Ohio, a copy of which is attached hereto. A partial interest in this Oil and Gas Lease was assigned by Roy L. Jennings and Helen Jennings to (i) Thomas E. Atkins by a document filed for record March 1, 1982, at Volume 66, Page 119, of the Lease Records of Allen County, Ohio; and (ii) J & J Operating, Inc. by a document filed for record March 1, 1982, at Volume 66, Page 126, of the Lease Records of Allen County, Ohio. J & J Operating, Inc. further assigned (i) an undivided one-quarter of their interest in this Oil and Gas Lease to Balboa Exploration Company by a document filed for record March 1, 1982, at Volume 66, Page 133, of the Lease Records of Allen County, Ohio; (ii) an undivided one-half of their interest in this Oil and Gas Lease to Blue Jay Energy Corporation by a document filed for record March 1, 1982, at Volume 66, Page 140, of the Lease Records of Allen County, Ohio; and (iii) an undivided one-quarter of their interest in this Oil and Gas Lease to Roy L. Jennings by a document filed for record March 1, 1982, at Volume 66, Page 147, of the Lease Records of Allen County, Ohio. Copies of the assignment documents are attached hereto.

Dated at Sidney, Ohio, this 13th day of April, 2021, at 8:30 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association

By: _____

Thomas J. Potts

A handwritten signature in black ink, appearing to read "Thomas J. Potts", is written over a horizontal line. The signature is cursive and somewhat stylized.

EXHIBIT "A"

The following described real property located in Monroe Township, Allen County, Ohio and being described as follows:

Situated in the Township of Monroe, County and State aforesaid, and being the East Half of the Northeast Quarter (E ½, NE ¼) of Section 35, Town 2 South, Range 7 East, SAVE AND EXCEPT the following described parcel of land:

Being a part of the Southeast Quarter of the Northeast Quarter of said Section 35 described as Beginning at the Southeast Corner of the above Northeast Quarter (the Grantor's Southeast property corner);

Thence North 89 degrees 37' 54" West 125.01 feet along the Grantor's South property line to a point;

Thence North 1 degree 00' 34" East 165.23 feet to a point;

Thence North 8 degrees 08' 04" East 403.11 feet to a point;

Thence South 88 degrees 59' 26" East 75.00 feet to a point in the centerline of Trumbo-Cook Road;

Thence South 1 degree 00' 34" West 563.83 feet along the Grantor's East property line and the centerline of Trumbo-Cook Road to the point of beginning;

AND SAVE AND EXCEPT the following described parcel of land;

Being a part of the Northeast Quarter (NE ¼) of Section 35, Town 2 South, Range 7 East, Monroe Township, Allen County, Ohio and more particularly described as follows:

Beginning at the Northeast corner of said Section 35 (intersection of the centerlines of U.S. 30 N and Trumbo-Cook Road)*;

Thence South 1 degree 45' West along the East line of said Section 35 (centerline of Trumbo-Cook Road) 454 feet;

Thence North 87 degrees 15' West, 480 feet;

Thence North 1 degree 45' East. 432.25 feet to the North line of said Section 35 (centerline of U.S. 30 N);

Thence East along said North line of Section 35, 480 feet to the place of beginning.

Said premises are conveyed subject to all easements and rights of way of record.

Together with all mineral rights in the property.

*Trumbo-Cook Road is now known as Thayer Road.

Prior Instrument Reference: Volume 919, Page 319

Per the Allen County Auditor, containing an approximate total of 73.610 acres of land.

Parcel No. 27-3500-01-004.000

Prior Instrument Reference: Volume 2014, Page 12273 of the Deed Records of Allen County, Ohio.

219/327

#120838

T EAS	Deed of Easement Ohio Tower	Name and Address Mr. Leo Amstutz Columbus Grove C. R. R. #2	Eas. No. 176 Map No. 174 Drg. No. 0-27211D 11-1 W. O. 600/1614-1/1-2
----------	--------------------------------	---	--

Leo & Ida Amstutz

This Indenture, made this 4 day of November 1952 by and between Leo Amstutz and Ida L. Amstutz his wife of the County of Allen State of Ohio, parties of the first part, and THE OHIO POWER COMPANY, a corporation organized and existing under the laws of the State of Ohio, party of the second part.

Witnesseth: That for and in consideration of the sum of One Dollar in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part hereby grant, bargain, sell, convey, and warrant

to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege, and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain A line of towers and ~~wires~~ wires for the purpose of transmitting electric or other power, in, on, along, over, through or across the following described lands situated in Monroe Township, in the County of Allen in the State of Ohio, and part of Section No. 35 Township No. 2-S and Range No. 7-E and bounded:

On the North by the lands of Charles J. Lewis et al
On the East by the East Line of Sec. 35
On the South by the lands of Walter E. Barber
On the West by the lands of William & Alma Amstutz
If an overhang of Wires only. \$50.00 to be paid for Right of Way.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of and relocate at will, towers, cross-arms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said towers or fixtures or wires attached thereto or any structure, on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said towers, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said THE OHIO POWER COMPANY, its successors or assigns, shall further pay to us or our heirs or assigns, the sum of Fifty Dollars (\$50.00) for each tower erected on said lands, hereinbefore described, from time to time, whenever and as soon as any towers are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. It is understood and agreed between the parties hereto that no building or structure shall be placed by the grantors herein, their heirs, successors, lessees, or assigns, under or within fifty (50) feet (measured horizontally) of any tower or wire to be constructed over said premises. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and To Hold the same unto said party of the second part, its successors and assigns.

In Witness Whereof, the parties of the first part have hereunto set their hands the day and year first above written.

Signed and Acknowledged in the presence of:

/s/ E. N. Miller
/t/ E. N. Miller

/t/ Leo Amstutz
/s/ Leo Amstutz

/s/ Lyman P. Clark
/t/ Lyman P. Clark

/s/ Ida L. Amstutz
/t/ Ida L. Amstutz

THE STATE OF OHIO,
ALLEN COUNTY) ss.

Before me, a Notary Public in and for said County, personally appeared the above named Leo Amstutz and Ida L. Amstutz who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IT WITNESS WHEREOF, I have hereunto set my hand and official seal on this 4th. day of November A. D. 1952.

(SEAL)
Lyman P. Clark

Lyman P. Clark
Notary Public.
Lyman P. Clark
My commission expires April 7th, 1955.

Received November 25, 1952
at 10:32 O'clock A. M.
Recorded November 25, 1952
Fee \$2.00

Margaret N. Davis
RECORDER

EASEMENT FOR CHANNEL PURPOSES ✓

KNOW ALL MEN BY THESE PRESENTS:

That Leo Amstutz, unmarried
and Ida Amstutz, unmarried, the Grantors,

for and in consideration of the sum of FOUR HUNDRED & -----00/100

Dollars (\$ 400.00) and for other good and valuable considerations to them paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, an easement for the construction of a perpetual watercourse, ditch, channel or other drainage facility in, upon and over the lands hereinafter described and as shown by plans on file in the Department of Highways. The Grantor herein retains the right to use said lands for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted.

VOL 490 PAGE 699

PARCEL NO. 107-X

Being a parcel of land situated in Allen County, Ohio, Monroe Township, Section 35 NE 1/4, Township 2 S, Range 7 E, and lying on the left side of a survey made by the Department of Highways and recorded in x x x x Book xx, Page x x, of the records of x x Allen x x County and being located within the following described points in the boundary thereof:

Being a part of the south half of the northeast quarter of Section 35 and described as follows:

Commencing at the southeast corner of the above northeast quarter;

thence N 89°37'54" W 125.01 feet along the grantor's south property line to the true point of beginning;
thence N 89°37'54" W 1193.63 feet to a point;
thence N 0°59'44" E 20.00 feet along the west property line of the grantor to a point;
thence S 89°37'54" E 1193.64 feet to a point;
thence S 1°00'34" W 20.00 feet to the true point of beginning.

Grantors claim title by instrument recorded in Volume 284, Page 586, of the Deed Records, Allen County, Ohio.

Description of this parcel is based upon a survey made by Ben K. Bare.

Said Stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

It is understood that the tract of land above described contains 0.55 acres, more or less, exclusive of the present road which occupies 0.00 acres, more or less.

Easement for Highway Purposes

KNOW ALL MEN BY THESE PRESENTS:

That... Leo Amstutz, unmarried, ... and Ida Amstutz, unmarried, ...

... the Grantor s, for and in consideration of the sum of...FOUR HUNDRED EIGHTY...00/100 Dollars (\$480.00) and for other good and valuable considerations to...them...paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do... hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in...Allen...County, Ohio...Monroe...Township, Section...35 NE1... Township 2 South... Range...7 East... and bounded and described as follows:

PARCEL No. 107

Being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, and recorded in Book X Page, of the records of X X X County and being located within the following described points in the boundary thereof:

Being a part of the southeast quarter of the northeast quarter of Section 35 and described as follows:

Commencing at the southeast corner of the above northeast quarter (the grantor's southeast property corner);

thence N 1°00'34" E 563.83 feet along the grantor's east property line and the centerline of Trumbo-Cook Road to the true point of beginning;

thence N 88°59'26" W 75.00 feet to a point;

thence N 5°17'55" E 200.56 feet to a point;

thence N 20°59'32" E 117.05 feet to a point;

thence S 88°59'26" E 20.00 feet to a point in the centerline of Trumbo-Cook Road;

thence S 1°00'34" W 310.00 feet along the grantor's east property line and the centerline of Trumbo-Cook Road to the true point of beginning.

Grantors claim title by instrument recorded in Volume 284, Page 586, of the Deed Records, Allen County, Ohio.

This Conveyance has been examined and the Grantee has complied with Section 319.202 of the Revised Code. FEB \$ EXEMPT S McKINNEY, County Auditor

Description of this parcel is based on a survey made by Ben K. Bare.

It is understood that the strip of land above described contains 0.41 acres, more or less, exclusive of the present road which occupies 0.14 acres, more or less, inclusive

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio,

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VOL. 490 PAGE 701

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever.

And the said Grantors, for themselves and their heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that he y. are the true and lawful owners of said premises, and are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that he y. will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid

hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above-described premises.

IN WITNESS WHEREOF Leo Amstutz

and

IDA AMSTUTZ

have hereunto set their hand s., the on the date day of as shown by their respective acknowledgements following: the year of our Lord one thousand nine hundred and

Signed and sealed in presence of:

James V. Walker
Notary Public
Ruth E. Moser

(1) Leo Amstutz
Leo Amstutz
(2) Ida Amstutz
Ida Amstutz

Name Arnold Hurzinger
Address 899 Malaga Drive, Boca Raton, Fla

Name Grace M. Pertrie
Address 1304 S.W. 9th Ave, Boca Raton, Fla
STATE OF FLORIDA } ss.:
PALM BEACH COUNTY

Before me, a Notary public in and for said County and State, personally appeared the above named Ida Amstutz who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Boca Raton, Florida this 19th day of February, A. D. 1969
Arnold Hurzinger
My Commission expires 1969



THIS INSTRUMENT FILED BY T. A. SCHROEDER

Notary Public, State of Florida at Large
My Commission Expires Aug. 29, 1969
Bonded by American Fire & Casualty Co.

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STATE OF OHIO, }
PUTNAM COUNTY } ss.:

Before me, a notary public in and for said County and State, personally appeared the above named Leo Amstutz who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Columbus Grove, Ohio this 13th day of March, A. D. 1969
Ruth E. Moser
Ruth E. Moser - Notary Public - Putnam County, Ohio
My Commission expires June 18, 1972

STATE OF OHIO, }
COUNTY } ss.:

Before me, a in and for said County and State, personally appeared the above named who acknowledged that he did sign the foregoing instrument and that the same is free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at this day of A. D. 19 My Commission expires 19

STATE OF OHIO, }
COUNTY } ss.:

Before me, a in and for said County and State, personally appeared the above named who acknowledged that he did sign the foregoing instrument and that the same is free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at this day of A. D. 19 My Commission expires 19

STATE OF OHIO, }
COUNTY } ss.:

Before me, a in and for said County and State, personally appeared the above named who acknowledged that he did sign the foregoing instrument and that the same is free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at this day of A. D. 19 My Commission expires 19

266457 Reg
EASEMENT FOR LWAY PURPOSES FROM
TO THE STATE OF OHIO
County, Allen
TRANSFERRED
Auditor
1969
1969
County
Recorder
NOTE
This easement has been recorded and returned to the Department of

412156

OIL AND GAS LEASE

Vol. 65 PAGE 815

Agreement: Made and entered into the 23rd day of Nov 19 81 by and between WILLIAM E. + BEVERLY R. BEGG (7055 LUGABILL RD. BLUFFTON OHIO 45817) of OHIO hereinafter called lessor (whether one or more) and ROY L. JENNINGS 1309 GREEN VALLEY DR. OKLAHOMA CITY, OKLAHOMA 73120 hereinafter called lessee;

1. Witnesseth: That lessor, for and in consideration of ONE Dollar 1 cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto lessee, exclusively, for the purposes of prospecting and exploring by geophysical and other methods, drilling, mining, coalering for and producing oil and gas, and of laying pipelines, building and maintaining roadways and of building tanks, power stations and structures thereon to produce, treat, save, care for and remove said production, all that certain tract of land situated in the Township of MONROE County of ALLEN State of OHIO described as follows, to wit:

MONROE SEC. 35
PT E 1/2 NE 1/4
74 ACRES

of Section 35 Township MONROE Range 7E and containing 74 acres, more or less, and including all lands and interests therein, contiguous or appurtenant to said described land and owned or claimed by lessor, whether or not specifically described above.

2. It is agreed that this lease shall remain in force for a primary term of 5 FIVE YEARS years from this date and if lessee shall commence to drill within said primary term or any extension thereof, lessee shall have the right to continue drilling completion with reasonable diligence; said term shall extend as long thereafter as oil and gas, or either of them is or can be produced by lessee from said land or from a communitized unit as hereinafter provided.

3. In consideration of the premises lessee covenants and agrees: To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

To pay lessor one-eighth (1/8) of the gross proceeds of the wellhead, payable quarterly, for the gas from each well where gas is found, while the same is being used on the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas at the wellhead. Where such gas is not sold or used for a period of one year, and there is no producing gas or oil well on said land or on a communitized unit, as hereinafter provided, including said land, lessee may pay or tender as royalty the sum of one dollar (\$1.00) multiplied by the number of acres subject to this lease at the end of each such one year period, payable annually at the end of each such year during which gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof.

To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the wellhead.

Lessor agrees to pay one-eighth (1/8) of any and all taxes levied or assessed upon the production of oil or gas from said land, and lessee is hereby authorized to pay such taxes and assessments on behalf of lessor and to deduct the amount so paid from any monies payable to lessor hereunder.

4. If no well be commenced on said land on or before the 23rd day of Nov 19 82 this lease shall terminate as to both parties, unless lessee shall on or before that date pay or tender to lessor or lessor's credit in the CHECK TO BANK WILLIAM E + BEVERLY BEGG or its successors, as lessor's agent, which shall continue as the depository regardless of changes in ownership of said land, the sum of \$148.00 ONE HUNDRED FORTY EIGHT. dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. The payment herein referred to may be made in currency, draft, or check at the option of lessee and the depositing of such currency, draft or check in any post office, with sufficient postage and properly addressed to lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the term of this lease. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period as aforesaid and any and all other rights conferred.

5. If during the primary term of this lease and prior to the discovery of oil or gas, lessee shall drill a dry hole or holes on this land or land communitized therewith, or, if during the primary term of this lease production on this land or on land communitized therewith shall cease from any cause, this lease shall not terminate provided, within 12 months from the expiration of the last rental period for which rental has been paid or before the next ensuing rental paying date, whichever occurs later in time, operations for the drilling of a well shall be commenced or lessee tenders the payment of rentals in the manner and amount hereinbefore provided.

6. If lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals therein provided for shall be paid to lessor only in the production which lessor's interest bears to the whole and undivided fee.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessor's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

8. For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately eighty (80) acres and/or gas development unit of not more than approximately three hundred twenty (320) acres but lessee shall in no event be required to drill more than one well on said unit. Each unit may be created by lessee's recording in the Register of Deeds Office within the county or counties in which said unit is situated, an instrument identifying the unit so created. If such oil or gas well shall not be drilled on the premises herein-leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

9. Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, drilling or production units, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

10. If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on lessee until 30 days after lessee has been furnished with a written transfer or assignment or a true copy thereof, and rentals shall be adjusted in accordance with such change of ownership or assignment at the next succeeding rental intermediary after receipt by lessee of evidence satisfactory to lessee of such change of ownership or assignment. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them such default shall not operate to defeat or affect this lease insofar as it covers a part of parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

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R15

ALL DISTURBED TOPSOIL BE RESERVED FOR RESTORATION. WEB

11. Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

12. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-adjacent tracts, this paragraph shall apply separately to each non-adjacent tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portion so consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

13. Lessor hereby warrants and agrees to defend the title to said lands herein described and agrees that lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessor for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

14. Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to lessor, if the lease is not recorded, or by placing a release thereof of record in the proper county, if the lease is recorded; and if surrendered only as to a part of said lands, any dowsy (rents) or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

ALL WELL SITES, ACCESS ROADS, COLLECTION TANKS ETC. MUST BE MUTUALLY AGREED UPON WITHIN REASON + GOOD FAITH. THE PROMISE TO DRILL (2) WELLS IN EITHER SEC. 34-35-36 MONROE

IN TESTIMONY WHEREOF WE SIGN, This the _____ day of _____ 1981, at _____, Ohio.

Witnessed by Terry L. Adams
Notary Public, State of Ohio

WITHIN YEAR OF THIS CONTRACT, WEB
15 WELL + TANK.
ADDENDUM A. ATTACHED

William E. Beggs
TERRY L. ADAMS
Notary Public, State of Ohio
My Commission Expires Aug. 2, 1986



STATE OF OHIO
COUNTY OF CLAY
On this 23 day of NOV., A.D., 1981, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared WILLIAM E. BEGGS

to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

My Commission Expires: Aug 2, 1986 Acting In Clay County, OHIO

STATE OF _____, SS. ACKNOWLEDGMENT TO THE LEASE
COUNTY OF _____
On this _____ day of _____, A.D., 19____, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared _____

to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as _____ free act and deed.

Notary Public _____ County.
My Commission Expires _____, 19____ Acting In _____ County.

STATE OF _____, SS. CORPORATION ACKNOWLEDGMENT
COUNTY OF _____
On this _____ day of _____, 19____, before me, a Notary Public in and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is _____ of _____

the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation

Notary Public _____ County
My Commission Expires _____, 19____ Acting In _____ County.

This form was prepared by Terry L. Adams of Middle Point, Ohio

WILL PAGE 816

AN ADDENDUM TO OIL AND GAS LEASE

NOV 65 REC 817

This addendum to lease is intended to be incorporated by specific reference into a certain Oil and Gas Lease to which it is attached and which has been executed contemporaneously herewith and the same is at all times hereafter to be considered part of said Oil and Gas Lease entered into between the parties set forth in the primary lease agreement. It is additionally agreed between the parties that the Lessee shall indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising from the use, occupancy, conduct, or management of or from any work or thing whatever done in or about the demised premises by the Lessor and will, further, if requested, procure Workmen's Compensation insurance for any of Lessee's employees working in or about the demised premises and in the alternative will furnish satisfactory evidence of liability insurance to protect the Lessor's interest herein and to save them harmless from any liability therefrom.

Lessor reserves 300,000 cubic feet of gas per annum for domestic or farm use at each of the separate tracts of land described herein above, to be taken through his own appliances at any producing gas well and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee shall not be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said farm or domestic use.

Lessee shall repair and replace any and all drainage tile disturbed or damaged while Lessee is upon Lessor's land and the same shall be done to the satisfaction of the Lessor. This shall be cumulative to Paragraph Seven of the lease agreement. The parties further agree to amend Paragraph Thirteen of the lease agreement by adding the following language: The Lessor makes no warranties as to any prior mineral leases presently existing and in full force and effect on the lands described in the lease agreement and any search of the title of said property to determine whether or not there are outstanding mineral rights to persons other than the Lessor shall be solely at the Lessee's expenses.

It is further agreed that Paragraph Ten in the lease agreement shall be amended by adding the following language, to-wit, Lessee acknowledges herein that it is a drilling company and therefore that it will not assign its interest herein without the written consent of the Lessor first had and obtained which consent shall not be unreasonably withheld by the Lessor.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Addendum to an Oil and Gas Lease, the year and date set forth in the Lease itself.

LESSOR:

William E. Beatty

LESSEE:

Terry L. Adams *James A. Adams*

TERRY L. ADAMS
Notary Public, State of Ohio
My Commission Expires Aug. 2, 1966



BOOK 65 PAGE 818

STATE OF OHIO,)
Allen COUNTY,) SS:

On this 23 day of Nov, 1981, before me, the undersigned, a Notary Public in and for said County and State aforesaid personally appeared William & Peggy, to me known as the person described who executed the foregoing Addendum and acknowledged that they executed the same as their free act and deed.



TERRY L. ADAMS
Notary Public, State of Ohio
My Commission Expires Aug. 2, 1986.

Terry L. Adams
NOTARY PUBLIC

IT IS AGREED THAT AT ANY TIME
WE SHUT DOWN A PROFITABLE
PRODUCING WELL, WE SHALL PAY
LESSOR \$300⁰⁰ THREE HUNDRED DOLLARS
PER MONTH, PER WELL ON SAID
LESSOR'S LAND.

*Received in office
T. L. Adams
720 W. Riverside
Sp. 71
Cincinnati, Ohio
11/15/81*

*See
you*

RECORDED Dec 10, 1981
412156 65 PAGE 818
Recorded

DEC 10 1981

RECORDER'S OFFICE
ALLEN COUNTY, OHIO
RECEIVED FOR RECORD
AT 1:15 O'CLOCK P.M.

412156 *RJR*

413739

ASSIGNMENT OF PARTIAL INTEREST
IN OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Roy L. Jennings and Helen Jennings

hereafter called Assignor, for and in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign and transfer to:

Thomas E. Atkins
an undivided as set out below _____ of Assignor's
interest in and to the _____ 32 _____ Oil and Gas Leases
in Allen County,

Ohio described and referred to on EXHIBIT "A", attached hereto and made a part hereof, together with all rights incident there-
to.

A 5% over-riding royalty interest of the net revenue interest (4.375) leaving a total net revenue interest of 83.125%.

After a gross income of ninety thousand dollars (\$90,000.00) has been recovered from the sale of Oil and/or Gas from the initial well on each lease; Atkins shall receive 5% of the net Working Interest (amounting to 4.15625 of the 8/8ths Interest). Atkins at this time will commence to pay 5% of all expenditures of any kind or nature on said lease.

And for the same consideration, the Assignor covenants with the said Assignee, his heirs, successors, or assigns that Assignor is the lawful owner of said leases and rights and interest thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

Executed the 11th day of February, 1982.

By: Roy L. Jennings
Roy L. Jennings

By: Helen Jennings
Helen Jennings

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) 881

Before me, the undersigned, a Notary Public in and for said County and State of this 11th day of February, 1982. personally appeared Roy L. Jennings and Helen Jennings subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission expires 8/31/85

Carole L. Macdonald
Notary Public



FORM 66 REV 119

EXHIBIT "A" TO ASSIGNMENT OF
9 OIL & GAS LEASES - ALLEN CO. OHIO VOL. 66 PAGE 120
MONROE TOWNSHIP

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
5-M	Stanley W & Mary L. Barber (h/w)	63	65	789-791-792
6-M	Myrtle Lutterbein & William Lutterbein	73	65	793-795-796
7-M	Ivan D & Iva M. Miller (h/w)	236	65	783-785-786
8-M	William E. & Beverly R. Begg	74	65	815-817-818
9-M	Mary R. Hartman	40	66	53-55
10-M	Robert L. & Elizabeth A. Zimmerman	80	66	56-58-59
11-M	James L. & Barbara Begg (h/w)	59	65	577-578
12-M	Vernon Burkholder & Sons	106	65	575-576
13-M	Bacon & Bakin Farms, Inc.	59	65	579-580
	Total Acres More or Less	790		

EXHIBIT "A" TO ASSIGNMENT OF
5 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

(VOL 66 PAGE 121

LEASE #	LEASSOR	ACREAGE	BOOK	PAGE
1-M-A	Begg, John H & Rosemary A.	133	65	193
1-M-B	Begg, Lawrence & Helen E	68.5	65	197
1-M-C	Chanticleer Farms, Inc.	80	65	199
1-M-D	McDowell, B Milton & Mary Jane	88	65	195
1-M-E	Trails End, Inc.	80	65	191
	Total Acres More or Less	449.5		

These Leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records
of Leases, Book 65 pages 447 & 448. Dated May 20, 1981.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO (VOL 66 PAGE 122)
MONROE TOWNSHIP

Lease #	Lessor	Acreage	Book	Page
3 - M	Davies, Charles D & Eddyth E.	50	65	415
3 - M	Teegardin, Alice H	46	65	407
Total Acres More or Less		96		

These Lesase were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings, Instruments recorded in Records of Leases, Book 65, page 449.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

VOL. 66 PAGE 123

Lease #	Lessor	Acreage	Book	Page
2-M-B	Schroeder, Melvin J & Angela C	40	65	359
2-M-A	Schroeder, Sam N & Anna C (h/w)	85	65	361
	Total Acres More or Less	125		

These leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records of
Leases Book 65, Page 445.

EXHIBIT "A" TO ASSIGNMENT OF
4 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

E VOL 66 PAGE 124

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
4-M	Humphreys, A La Donna	87.9	65	509
4-M	Morris, Paul A & Mary K.	23	65	471
4-M	Selhorst, LeRoy J. & Virginia (h/w)	140	65	507
4-M	Sneary, Roger E & Dorothy M.	27	65	441
Total Acres More or Less		277.9		

These Lesase were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases, book 65 page 539.

EXHIBIT "A" TO ASSIGNMENT OF
6 OIL & GAS LEASES - ALLEN CO. OHIO
BATH TOWNSHIP

VOL 66 PAGE 125

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
1-B	E.R. & M.M. Keiser	80	65	799-801-802
2-B	Dennis & Virginia Kiracoffe (9	65	787
3-B	CAIRO and MAE JOE Kiracoffe (husband & wife)	183	65	705
4-B	Michael J. Kiracoffe	4	65	707
5-B	Blanch V. Kiracoffe	81	65	709
6-B	Elvin & Mae Baker	98	66	19-21-22

10.2.1982
Mullins
for 24.00
Mar 1 1982
RECORDED MAR 1 1982
MAR 1 1982
MAR 1 1982

RECORDED
ALLEN COUNTY, OHIO
RECEIVED FOR RECORD
AT 1:30 O'CLOCK P.M.

413739

ASSIGNMENT OF PARTIAL INTEREST
IN OIL & GAS LEASE

413740

VOL 66 PAGE 126

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Roy L. Jennings and Helen Jennings hereafter called Assignor, for and in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign and transfer to:

J & J Operating, Inc.

and undivided 100% of Assignor's interest in and to the 32 Oil and Gas Leases in Allen County, Ohio described and referred to on EXHIBIT "A", attached hereto and made a part hereof, together with all rights incident thereto.

Assignor's interest in said leases are subject to certain reservations and/or previous assignments heretofore made. T.E. Atkins has been previously assigned a 5% over-riding royalty interest of the net revenue interest (4.375) leaving a total net revenue interest of 83.125%.

After a gross income of ninety thousand dollars (\$90,000.00) has been recovered from the sale of Oil and/or Gas from the initial well on each lease; Atkins shall receive 5% of the net Working Interest (amounting to 4.15625 of the 8/8ths Interest). Atkins at this time will commence to pay 5% of all expenditures of any kind or nature on said lease.

And for the same consideration, the Assignor covenants with the said Assignee, his heirs, successors, or assigns that Assignor is the lawful owner of said leases and rights and interest thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

Executed the 11th day of February, 1982

By: Roy L. Jennings
Roy L. Jennings

By: Helen Jennings
Helen Jennings

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State of this 11th day of February, 1982 personally appeared Roy L. Jennings and Helen Jennings

subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires 8/31/85

Clarence S. Nealquist
Notary Public



EXHIBIT "A" TO ASSIGNMENT OF
9 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
5-M	Stanley W & Mary L. Barber (h/w)	63	65	789-791-792
6-M	Myrtle Lutterbein & William Lutterbein	73	65	793-795-796
7-M	Ivan D & Iva M. Miller (h/w)	236	65	783-785-786
8-M	William E. & Beverly R. Begg	74	65	815-817-818
9-M	Mary R. Hartman	40	66	53-55
10-M	Robert L. & Elizabeth A. Zimmerman	80	66	56-58-59
11-M	James L. & Barbara Begg (h/w)	59	65	577-578
12-M	Vernon Burkholder & Sons	106	65	575-576
13-M	Bacon & Bakin Farms, Inc.	59	65	579-580
	Total Acres More or Less	790		

VOL 66 PAGE 128

EXHIBIT "A" TO ASSIGNMENT OF
5 OIL & GAS LEASES - ALLEN CO., OHIO
MONROE TOWNSHIP

LEASE #	LEASSOR	ACREAGE	BOOK	PAGE
1-M-A	Begg, John H & Rosemary A.	133	65	193
1-M-B	Begg, Lawrence & Helen E	68.5	65	197
1-M-C	Chanticleer Farms, Inc.	80	65	199
1-M-D	McDowell, B Milton & Mary Jane	88	65	195
1-M-E	Trails End, Inc.	80	65	191
	Total Acres More or Less	449.5		

These Leases were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases, Book 65 pages 447 & 448. Dated May 20, 1981.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

[VOL 66 PAGE 129

Lease #	Lessor	Acreage	Book	Page
3 - M	Davies, Charles D & Eddyth E.	50	65	415
3 - M	Teegardin, Alice H	46	65	407
	Total Acres More or Less	96		

These Lesase were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings, Instruments recorded in Records of Leases, Book 65, page 449.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

VOL 66 PAGE 130

Lease #	Lessor	Acreage	Book	Page
2-M-B	Schroeder, Melvin J & Angela C	40	65	359
2-M-A	Schroeder, Sam N & Anne C (h/w)	85	65	361
	Total Acres More or Less	125		

These leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records of
Leases Book 65, Page 445.

EXHIBIT "A" TO ASSIGNMENT OF
 4 OIL & GAS LEASES - ALLEN CO. OHIO
 MONROE TOWNSHIP

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
4-M	Humphreys, A La Donna	87.9	65	509
4-M	Morris, Paul A & Mary K.	23	65	471
4-M	Selhorst, LeRoy J. & Virginia (h/w)	140	65	507
4-M	Sneary, Roger E & Dorothy M.	27	65	441
Total Acres More or Less		277.9		

These Lesase were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases, book 65 page 539.

EXHIBIT "A" TO ASSIGNMENT OF
6 OIL & GAS LEASES - ALLEN CO. OHIO
BATH TOWNSHIP

VOL 66 PAGE 132

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
1-B	E.R. & M.M. Keiser	80	65	799-801-802
2-B	Dennis & Virginia Kiracoffe	9	65	787
3-B	(husband & wife) Calvin R & Marjorie Kiracoffe	183	65	705
4-B	Michael J. Kiracoffe	4	65	707
5-B	Blanch V. Kiracoffe	81	65	709
6-B	Elvin & Mae Baker	98	66	19-21-22

RECORDED MAR 1, 1982
 READ FOR THE PAGE 132
 PLATE 21. 74
 RECORDER
 Fee 24.00
 Mary Jo King & Son
 108 174
 Middleburg, OH

RECORDER'S OFFICE
 ALLEN COUNTY, OHIO
 RECEIVED FOR RECORD
 AT 7:37 O'CLOCK A.M.

MAR 1 1982

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pp

413741

ASSIGNMENT OF PARTIAL INTEREST
IN OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J & J Operating, Inc.
hereafter called Assignor, for and in consideration of \$10.00 and
other good and valuable consideration, the receipt of which is here-
by acknowledged, does hereby sell, assign and transfer to:

Balboa Exploration Company
an undivided one-quarter (1/4) of Assignor's interest in
and to the 32 Oil and Gas Leases in
Allen County,
Ohio described and referred to on EXHIBIT "A", attached hereto and
made a part hereof, together with all rights incident thereto.

Assignor's interest in said leases are subject to certina re-
servations and/or previous assignments heretofore made. T.E. Atkins
has been previously assigned a 5% over-riding royalty interest of
the net revenue interest (4.375) leaving a total net revenue interest
of 83.125%.

After a gross income of ninety thousand dollars (\$90,000.00)
has been recovered from the sale of Oil and/or Gas from the initial
well on each lease, Atkins shall receive 5% of the net Working Int-
erest (amounting to 4.15625 of the 8/8ths Interest). Atkins at this
time will commence to pay 5% of all expenditures of any kind or nature
on said lease.

And for the same consideration, the Assignor conveants with the
said Assignee, his heirs, successors, or assigns that Assignor is the
lawful owner of said leases and rights and interest thereunder and of
the personal property thereon or used in connection therewith; that
the undersigned has good right and authority to sell and convey the
same, and that said rights interest and property are free and clear
from all liens and incumbrances, and that all rentals and royalties
due and payable thereunder have been duly paid.

Executed the 11th day of February, 1982

By: Roy L. Jennings

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said
County and State of this 11th day of February, 1982
personally appeared Roy L. Jennings
subscribed the neam of the maker thereof to the foregoing instru-
ment as its President, and acknowledged to me that he executed the
same as his free and voluntary act and deed, and as the free and
voluntary act of the corporation for the uses and purposes therein
set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires 8/31/85
Clayton L. McLaughlin
Notary Public



1001 66 PAGE 133

EXHIBIT "A" TO ASSIGNMENT OF : VOL 66 PAGE 134
 9 OIL & GAS LEASES - ALLEN CO. OHIO
 MONROE TOWNSHIP

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
5-M	Stanley W & Mary L. Barber (h/w)	63	65	789-791-792
6-M	Myrtle Lutterbein & William Lutterbein	73	65	793-795-796
7-M	Ivan D & Iva M. Miller (h/w)	236	65	783-785-786
8-M	William E. & Beverly R. Begg	74	65	815-817-818
9-M	Mary R. Hartman	40	66	53-55
10-M	Robert L. & Elizabeth A. Zimmerman	80	66	56-58-59
11-M	James L. & Barbara Begg (h/w)	59	65	577-578
12-M	Vernon Burkholder & Sons	106	65	575-576
13-M	Bacon & Bakin Farms, Inc.	59	65	579-580
	Total Acres More or Less	790		

EXHIBIT "A" TO ASSIGNMENT OF
5 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

LEASE #	LEASSOR	ACREAGE	BOOK	PAGE
1-M-A	Begg, John H & Rosemary A.	133	65	193
1-M-B	Begg, Lawrence & Helen E	68.5	65	197
1-M-C	Chanticleer Farms, Inc.	80	65	199
1-M-D	McDowell, B Milton & Mary Jane	88	65	195
1-M-E	Trails End, Inc.	80	65	191
	Total Acres More or Less	449.5		

These Leases were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases, Book 65 pages 447 & 448. Dated May 20, 1981.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO [Vol 66 PAGE 136
MONROE TOWNSHIP

Lease #	Lessor	Acreage	Book	Page
3 - M	Davies, Charles D & Eddyth E.	50	65	415
3 - M	Teegardin, Alice H	46	65	407
Total Acres More or Less		96		

These Lesase were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings, Instruments recorded in Records of Leases, Book 65, page 449.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO., OHIO
MONROE TOWNSHIP

Lease #	Lessor	Acreage	Book	Page
2-M-B	Schroeder, Melvin J & Angela C	40	65	359
2-M-A	Schroeder, Sam N & Anne C (h/w)	85	65	361
Total Acres More or Less		125		

These leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records of
Leases Book 65, Page 445.

EXHIBIT "A" TO ASSIGNMENT OF
 4 OIL & GAS LEASES - ALLEN CO. OHIO
 MONROE TOWNSHIP

VOL 66 PAGE 138

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
4-M	Humphreys, A La Donna	87.9	65	509
4-M	Morris, Paul A & Mary K.	23	65	471
4-M	Selhorst, LeRoy J. & Virginia (h/w)	140	65	507
4-M	Sneary, Roger E & Dorothy M.	27	65	441
	Total Acres More or Less	277.9		

These Lesase were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases, book 65 page 539.

EXHIBIT "A" TO ASSIGNMENT OF
6 OIL & GAS LEASES - ALLEN CO. OHIO
BATH TOWNSHIP

VOL 66 PAGE 139

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
1-B	E.R. & M.M. Keiser	80	65	799-801-802
2-B	Dennis & Virginia Kiracoffe	9	65	787
3-B	Carl (Husband of Mae) & Willie Kiracoffe	183	65	705
4-B	Michael J. Kiracoffe	4	65	707
5-B	Blanch V. Kiracoffe	81	65	709
6-B	Elvin & Mae Baker	98	66	19-21-22

RECORDED MAR 1, 1982
 133741
 RECEIVED FOR RECORD
 AT 7:38 O'CLOCK P.M.
 MAR 1 1982
 Fee 24.00
 Mail
 Jerry R. Allen
 Oct 194
 Mullerwhite

RECORDER'S OFFICE
 ALLEN COUNTY, OHIO
 RECEIVED FOR RECORD
 AT 7:38 O'CLOCK P.M.

413741
 [Signature]

413742

ASSIGNMENT OF PARTIAL INTEREST
IN OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J & J Operating, Inc.
hereafter called Assignor, for and in consideration of \$10.00 and
other good and valuable consideration, the receipt of which is here-
by acknowledged, does hereby sell, assign and transfer to:

Blue Jay Energy Corporation

an undivided one-half (1/2) of Assignor's interest in
and to the 32 Oil and Gas Leases in

Allen County,
Ohio described and referred to on EXHIBIT "A", attached hereto and
made a part hereof, together with all rights incident thereto.

Assignor's interest in said leases are subject to certain re-
servations and/or previous assignments heretofore made. T.E. Atkins
has been previously assigned a 5% over-riding royalty interest of
the net revenue interest (4.375) leaving a total net revenue interest
of 83.125%.

After a gross income of ninety thousand dollars (\$90,000.00)
has been recovered from the sale of Oil and/or Gas from the initial
well on each lease; Atkins shall receive 5% of the net Working Inter-
est (amounting to 4.15625 of the 8/8ths Interest). Atkins at this
time will commence to pay 5% of all expenditures of any kind or nature
on said lease.

And for the same consideration, the Assignor conveys with the
said Assignee, his heirs, successors, or assigns that Assignor is the
lawful owner of said leases and rights and interest thereunder and of
the personal property thereon or used in connection therewith; that
the undersigned has good right and authority to sell and convey the
same, and that said rights interest and property are free and clear
from all liens and incumbrances, and that all rentals and royalties
due and payable thereunder have been duly paid.

Executed the 11th day of February, 1982

By: Roy L. Jennings

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said
County and State of this 11th day of February, 1982
personally appeared Roy L. Jennings
subscribed the name of the maker thereof to the foregoing instru-
ment as its President, and acknowledged to me that he executed the
same as his free and voluntary act and deed, and as the free and
voluntary act of the corporation for the uses and purposes therein
set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires 8/31/85

Clayton L. McNeill
Notary Public



F.V.L. 66 PAGE 140

EXHIBIT "A" TO ASSIGNMENT OF
9 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

VOL 66 PAGE 141

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
5-M	Stanley W & Mary L. Barber (h/w)	63	65	789-791-792
6-M	Myrtle Lutterbein & William Lutterbein	73	65	793-795-796
7-M	Ivan D & Iva M. Miller (h/w)	236	65	783-785-786
8-M	William E. & Beverly R. Begg	74	65	815-817-818
9-M	Mary R. Hartman	40	66	53-55
10-M	Robert L. & Elizabeth A. Zimmerman	80	66	56-58-59
11-M	James L. & Barbara Begg (h/w)	59	65	577-578
12-M	Vernon Burkholder & Sons	106	65	575-576
13-M	Bacon & Bakin Farms, Inc.	59	65	579-580
	Total Acres More or Less	790		

VOL 66 PAGE 142

EXHIBIT "A" TO ASSIGNMENT OF
5 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP.

LEASE #	LEASSOR	ACREAGE	BOOK	PAGE
1-M-A	Begg, John H & Rosemary A.	133	65	193
1-M-B	Begg, Lawrence & Helen E	68.5	65	197
1-M-C	Chanticleer Farms, Inc.	80	65	199
1-M-D	McDowell, B Milton & Mary Jane	88	65	195
1-M-E	Trails End, Inc.	80	65	191
	Total Acres More or Less	449.5		

These Leases were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases, Book 65 pages 447 & 448. Dated May 20, 1981.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

(VOL 66 PAGE 143

Lease #	Lessor	Acreage	Book	Page
3 - M	Davies, Charles D & Eddyth B.	50	65	415
3 - M	Teegardin, Alice H	46	65	407
	Total Acres More or Less	96		

These Lesase were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases, Book 65, page 449.

EXHIBIT "A" TO ASSIGNMENT OF VOL 66 PAGE 144
2 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

Lease #	Lessor	Acreage	Book	Page
2-M-B	Schroeder, Melvin J & Angela C	40	65	359
2-M-A	Schroeder, Sam N & Anne C (h/w)	85	65	361
Total Acres More or Less		125		

These leases were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases Book 65, Page 445.



EXHIBIT "A" TO ASSIGNMENT OF VOL 66 PAGE 145
4 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
4-M	Humphreys, A La Donna	87.9	65	509
4-M	Morris, Paul A & Mary K.	23	65	471
4-M	Selhorst, LeRoy J. & Virginia (h/w)	140	65	507
4-M	Sneary, Roger E & Dorothy M.	27	65	441
	Total Acres More or Less	277.9		

These Lesase were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases, book 65 page 539.

EXHIBIT "A" TO ASSIGNMENT OF
6 OIL & GAS LEASES - ALLEN CO. OHIO
BATH TOWNSHIP

1 VOL 66 PAGE 146

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
1-B	E.R. & M.M. Keiser	80	65	799-801-802
2-B	Dennis & Virginia Kiracoffe	9	65	787
3-B	Calvin R. & Marjorie Kiracoffe (husband & wife)	183	65	705
4-B	Michael J. Kiracoffe	4	65	707
5-B	Blanch V. Kiracoffe	81	65	709
6-B	Elvin & Mae Baker	98	66	19-21-22

RECORDED *Mar 1, 1932*
Mar 1, 1932
 RECEIVED FOR RECORD
 AT 9:40:00 AM
 MAR 1 1932
Fee 7.10
Mar 1
John F. Adams
Att. 1/14
Middle Point, W.

413712
W

413743

ASSIGNMENT OF PARTIAL INTEREST
IN OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J & J Operating, Inc.
hereafter called Assignor, for and in consideration of \$10.00 and
other good and valuable consideration, the receipt of which is here-
by acknowledged, does hereby sell, assign and transfer to:

Roy L. Jennings.
an undivided one-quarter (1/4) of Assignor's interest in
and to the 32 Oil and Gas Leases in
Allen County,
Ohio described and referred to on EXHIBIT "A", attached hereto and
made a part hereof, together with all rights incident thereto.

Assignor's interest in said leases are subject to certain re-
servations and/or previous assignments heretofore made. T.E. Atkins
has been previously assigned a 5% over-riding royalty interest of
the net revenue interest (4.375) leaving a total net revenue interest
of 83.125%.

After a gross income of ninety thousand dollars (\$90,000.00)
has been recovered from the sale of Oil and/or Gas from the initial
well on each lease; Atkins shall receive 5% of the net Working Int-
erest (amounting to 4.15625 of the 8/8ths Interest). Atkins at this
time will commence to pay 5% of all expenditures of any kind or nature
on said lease.

And for the same consideration, the Assignor conveys with the
said Assignee, his heirs, successors, or assigns that Assignor is the
lawful owner of said leases and rights and interest thereunder and of
the personal property thereon or used in connection therewith; that
the undersigned has good right and authority to sell and convey the
same, and that said rights interest and property are free and clear
from all liens and incumbrances, and that all rentals and royalties
due and payable thereunder have been duly paid.

Executed the 11th day of February, 1982

Roy L. Jennings
By: *[Signature]*

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said
County and State of this 11th day of February, 1982
personally appeared Roy L. Jennings
subscribed the name of the maker thereof to the foregoing instru-
ment as its President, and acknowledged to me that he executed the
same as his free and voluntary act and deed, and as the free and
voluntary act of the corporation for the uses and purposes therein
set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires 8/31/85
Clayton L. McKeon
Notary Public



Vol 66 PAGE 147

KVDL 66 PAGE 148

EXHIBIT "A" TO ASSIGNMENT OF
9 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
5-M	Stanley W & Mary L. Barber (h/w)	63	65	789-791-792
6-M	Myrtle Lutterbein & William Lutterbein	73	65	793-795-796
7-M	Ivan D & Iva M. Miller (h/w)	236	65	783-785-786
8-M	William E. & Beverly R. Begg	74	65	815-817-818
9-M	Mary R. Hartman	40	66	53-55
10-M	Robert L. & Elizabeth A. Zimmerman	80	66	56-58-59
11-M	James L. & Barbara Begg (h/w)	59	65	577-578
12-M	Vernon Burkholder & Sons	106	65	575-576
13-M	Bacon & Bakin Farms, Inc.	59	65	579-580
	Total Acres More or Less	790		

EXHIBIT "A" TO ASSIGNMENT OF
5 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

[VOL 66 PAGE 149

LEASE #	LEASSOR	ACREAGE	BOOK	PAGE
1-M-A	Begg, John H & Rosemary A.	133	65	193
1-M-B	Begg, Lawrence & Helen E	68.5	65	197
1-M-C	Chanticleer Farms, Inc.	80	65	199
1-M-D	McDowell, B Milton & Mary Jane	88	65	195
1-M-E	Trails End, Inc.	80	65	191
	Total Acres More or Less	449.5		

These Leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records
of Leases, Book 65 pages 447 & 448. Dated May 20, 1981.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

(VOL 66 PAGE 150

Lease #	Lessor	Acreage	Book	Page
3 - M	Davies, Charles D & Eddyth E.	50	65	415
3 - M	Teegardin, Alice H	46	65	407
Total Acres More or Less		96		

These Lesase were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases, Book 65, page 449.



EXHIBIT "A" TO ASSIGNMENT OF VOL 66 PAGE 151
2 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

Lease #	Lessor	Acreage	Book	Page
2-M-B	Schroeder, Melvin J & Angela C	40	65	359
2-M-A	Schroeder, Sam N & Anne C (h/w)	85	65	361
	Total Acres More or Less	125		

These leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records of
Leases Book 65, Page 445.

EXHIBIT "A" TO ASSIGNMENT OF : VOL 66 PAGE 152
4 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
4-M	Humphreys, A La Donna	87.9	65	509
4-M	Morris, Paul A & Mary K.	23	65	471
4-M	Selhorst, LeRoy J. & Virginia (h/w)	140	65	507
4-M	Sneary, Roger E & Dorothy M.	27	65	441
Total Acres More or Less		277.9		

These Lesase were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases, book 65 page 539.



EXHIBIT "A" TO ASSIGNMENT OF
6 OIL & GAS LEASES - ALLEN CO. OHIO
BATH TOWNSHIP

VOL 66 PAGE 153

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
1-B	E.R. & M.M. Keiser	80	65	799-801-802
2-B	Dennis & Virginia Kiracoffe	9	65	787
3-B	(husband & wife) Calvin R & Marjorie Kiracoffe	183	65	705
4-B	Michael J. Kiracoffe	4	65	707
5-B	Blanch V. Kiracoffe	81	65	709
6-B	Elvin & Mae Baker	98	66	19-21-22

REGISTRAR'S OFFICE
ALLEN COUNTY, OHIO
RECEIVED FOR RECORD
AT 7:44 O'CLOCK P.M.

MAR 1 1982

RECORDED *Mar 1, 1982*
Page 153 of 66 PAGE 153
Blanch V. Kiracoffe
RECORDED
Feb 24, 1982

Mail
John P. Adams
Box 194
Millersburg, OH

43743 RW

Tract 15

TO: DON CAIN ESTATE

Parcel Number: 38-1600-04-002.001
86.54 acres, more or less, Allen County

PRELIMINARY OWNER'S TITLE CERTIFICATE

The undersigned hereby certifies that he has made a thorough examination of the records of Allen County, Ohio, as disclosed by the public indexes in accordance with the Ohio Marketable Title Act, relating to the premises hereinafter described in Item I. This examination commenced with a Warranty Deed from George W. Smith, married to Vivian O. Smith, to Richard A. Hawk and Betty Rose Hawk, filed for record January 30, 1963, at Volume 420, Page 541, of the Allen County Deed Records; and continued to the date hereof.

This certificate does not purport to cover matters not of record in the County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, zoning and other governmental regulations, or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the premises is located.

The undersigned hereby certifies that, in his opinion based upon the records, the fee simple title to the premises is vested in Don E. Cain, by virtue of a Quit Claim Deed from Shirley Evelyn Cain, unmarried, filed for record November 17, 2014, at Book 2014, Page 12275, of the Official Records of Allen County, Ohio; and that as appears from the records, the title is marketable and free from encumbrances except and subject to the matters set forth below.

ITEM I SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION OF REAL ESTATE.

ITEM II

Real Estate Taxes:

Parcel Number: 38-1600-04-002.001

Tax Valuation: \$ 501,400

Taxes per Half: \$ 1,192.90

Assessments: None

TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

SPECIAL NOTE: THE REAL PROPERTY IS CURRENTLY TAXED BASED UPON ITS CURRENT AGRICULTURAL USE VALUATION (CAUV), WHICH RESULTS IN A LOWER TAX THAN IF THE REAL ESTATE WERE VALUED AT ITS FAIR MARKET VALUE. THE REMOVAL OF ANY PART OF THE PROPERTY FROM AGRICULTURAL USE, OR THE FAILURE TO TIMELY FILE APPLICATIONS WITH THE COUNTY AUDITOR TO MAINTAIN THE TAXATION OF THE REAL ESTATE BASED UPON CAUV WILL RESULT IN A RECAPTURE OF THE REAL ESTATE TAXES SAVED BY REASON OF THE CAUV FOR A THREE-YEAR PERIOD.

ITEM III

Oil and Gas Lease from Richard A. Hawk and Betty B. Hawk, husband and wife, to I.R.D. Corp., filed for record June 25, 1979, at Volume 63, Page 589, of the Lease Records of Allen County, Ohio, a copy of which is attached hereto. This Oil and Gas Lease was assigned to Texas International Petroleum Corporation by a document filed for record June 22, 1981, at Volume 65, Page 417, of the Lease Records of Allen County, Ohio, a copy of which is attached hereto.

Dated at Sidney, Ohio, this 9th day of April, 2021, at 8:30 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association

By: _____

Thomas J. Potts

EXHIBIT "A"

Being a parcel of land situated in the Township of Jackson, County of Allen and State of Ohio and being described as:

The South Half (1/2) of the Southeast Quarter of Section Sixteen (16), Town Three (3) South, Range Eight (8) East; ALSO, the South Half (1/2) of the Northwest Quarter of the Southeast Quarter of Section Sixteen (16), Town Three (3) South, Range Eight (8) East;

Containing One Hundred (100) acres of land, more or less, but subject to all legal highways.

SAVE AND EXCEPT THE FOLLOWING TRACT OF LAND:

TRACT A

Being a parcel of land situated in Jackson Township, Allen County, Ohio, in part of the southeast ¼ of Section 16, Township 3 South, Range 8 East and being more particularly described as follows:

Beginning at a monument box found marking the southeast corner of the southeast ¼ of Section 16, and on the centerline of Phillips Road and the east line of the southeast ¼ of Section 16;

- (1) Thence south 88° 44' 40" west for a distance of 787.85 feet to a concrete post found-
- (2) Thence north 0° 00' 18" east for a distance of 338.95 feet to a 5/8 inch iron pin set-
- (3) Thence north 88° 44' 39" east for a distance of 787.82 feet to a P.K. nail set-
- (4) Thence south, along the centerline of Phillips road, for a distance of 338.95 feet to the point of beginning.

Containing 6.129 acres of land subject, however, to all legal easements and rights of way.

Note: All bearings refer to the centerline of Phillips Road as being north.

SAVE AND EXCEPT THE FOLLOWING TRACT OF LAND:

TRACT B

Being a parcel of land situated in Jackson Township, Allen County, Ohio, in part of the southeast ¼ of Section 16, Township 3 South, Range 8 East and being more particularly described as follows:

Commencing for reference at a monument box found marking the southeast corner of the southeast $\frac{1}{4}$ of Section 16;

Thence north, along the centerline of Phillips Road and the east line of the southeast $\frac{1}{4}$ of Section 16, for a distance of 846.09 feet to a P.K. nail set marking the point of beginning for the parcel to be conveyed by this instrument;

- (1) Thence south 89 degrees 03' 35" west, for a distance of 381.31 feet to a 5/8 inch iron pin set, passing at 25.00 feet to a concrete post found-
- (2) Thence north, for a distance of 328.81 feet to a 5/8 inch iron pin set-
- (3) Thence north 89 degrees 03' 35" east, for a distance of 381.31 feet to a P.K. nail set-
- (4) Thence south, along the centerline of Phillips Road, for a distance of 328.81 feet to the point of beginning.

Containing 2.878 acres of land subject however, to all legal easements and rights of way.

Note: All bearings refer to the centerline of Phillips Road as being north.

SAVE AND EXCEPT THE FOLLOWING TRACT OF LAND:

TRACT C

Being a parcel of land situated in Jackson Township, Allen County, Ohio, in part of the southeast $\frac{1}{4}$ of Section 16, Township 3 South, Range 8 East and being more particularly described as follows:

Commencing for reference at a monument box found marking the southeast corner of the southeast $\frac{1}{4}$ of Section 16;

Thence north, along the centerline of Phillips Road and the east line of the south east $\frac{1}{4}$ of Section 16, for a distance of 338.95 feet to a P.K. nail found marking the point of beginning for the parcel to be conveyed by this instrument;

- (1) Thence south 88 degrees 44' 39" west, for a distance of 381.35 feet to a 5/8 inch iron pin set-
- (2) Thence north, for a distance of 509.24 feet to a 5/8 inch iron pin found-
- (3) Thence north 89 degrees 03' 35" east, for a distance of 381.31 feet to a P.K. nail found-
- (4) Thence South, along the centerline of Phillips road, for a distance of 507.14 feet to the point of beginning.

Containing 4.448 acres of land, subject, however to all legal easements and rights of way.

Note: All bearings refer to the centerline of Phillips Road as being north

Prior Instrument Reference: Volume 919, Page 310

Prior Instrument Reference: Volume 2014, Page 12275 of the Deed Records of Allen County, Ohio.

Parcel No. 38-1600-04-002.001

384290

PREPARED BY: I.R.D. CORP. (INTERNATIONAL RESOURCE DEVELOPMENT CORP.) 28425 Chagrin Blvd., Suite #209
Pepper Pike, Ohio 44122

VOL 63 PAGE 589

OIL AND GAS LEASE

AGREEMENT, made and entered into this 30 day of 5 A.D. 19 79
by and between Richard A. Hawk & Betty B. Hawk, HUSBAND & WIFE

of 2675 No. Phillips RD RT 7 Lima, Ohio 45854, party of the first part, hereinafter called Lessor (whether one or more),
and I.R.D. CORP. (International Resource Development Corp.), party of the second part, hereinafter called Lessee:

1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and all of the constituents of either in and under the land hereinafter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and of storing gas of any kind in any formation underlying the land, and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying pipelines, erecting tanks, machinery, power and structures, and to possess, use, and occupy to much of said premises as is necessary and convenient for said purposes and to install and maintain lines to transport oil, gas, water and electricity, whether produced on said lands or other lands, from, to, over and across said lands, or otherwise; said land being situated in

Jackson (sect 16) District (Township),
County of Allen, State of Ohio and described as follows, to-wit: Bounded on the
NORTH by lands of Fleming
EAST by lands of Fleming Phillips RD
SOUTH by lands of Wiese Gardens, Wick
WEST by lands of Judd
Containing 100 acres, more or less and being the same land conveyed to Lessor by

by deed dated _____ and recorded in said county records in _____ Book No. _____ Page _____

It being the intent of the foregoing to describe and include for the purposes of this lease all of the lands owned by Lessor in said Township or District. 2. It is agreed that this lease shall remain in force for a primary term of ten years from this date and as long thereafter as operations for oil or gas are being conducted on the premises, or oil or gas is found in paying quantities in the sole judgment of Lessee, thereon, or any formation underlying the herein leased land is used for storage of gas as provided under paragraph 7 hereof.

3. The Lessee shall deliver to the credit of the Lessor free of cost, in the pipeline to which he may connect his wells, the actual one-eighth (1/8) part of the wholesale price paid at the wellhead for all gas and casing head gas produced and sold from the premises, payable monthly, Lessee to deduct from payments above Lessor's pro rata share of any severance (excise) tax imposed by any governmental body, provided, Lessee shall pay Lessor a royalty at the rate of Fifty Dollars per year on each gas well while, through lack of market, gas therefrom is not sold or used off the premises, and while said royalty is so paid said well shall be held to be a paying well under paragraph 2 hereof.

4. The Lessee shall commence operations for a well on the premises on or before one year from the date above unless Lessee pays thereafter a rental of \$100.00 payable annually, or proportionately by quarter for each year that operations are delayed from the time above mentioned. The consideration first recited herein, the down payment, shall cover not only the privilege granted to the date when first said rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and any and all other rights conferred. The drilling of a non-productive well shall be accepted by the Lessor in lieu of delay rental for a period of one year after its completion, and following the exhaustion or abandonment of all wells the Lessee shall have the right for a period of one year to resume the payment of delay rental or commence operations for another well. Upon the resumption of payment of rentals the provisions hereof governing such payment and the effect thereof shall continue in force as though they have not been interrupted.

5. All monies coming due hereunder shall be paid or tendered to Richard A. Hawk & Betty B. Hawk direct, or by check payable to his (or her) order mailed to 2675 North Phillips Rd. RT 7 Lima, Ohio 45854 and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas of their constituents, or in the rental or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided. No default shall be declared against the Lessee by the Lessor for failure of the Lessee to make any payment or perform any conditions provided herein unless the Lessee shall refuse or neglect to pay or commence performance the same for ninety days after having received written notice by registered mail from the Lessor of his intention to declare such default. Further no default shall be declared against Lessee by Lessor for any errors, omissions, inaccuracies, or any other defects in notarization, filing or witnessing of this lease.

6. Lessor reserves 100,000 cubic feet of gas per annum for domestic use, to be taken through his own appliances at any producing gas well, and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessee further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee not to be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said domestic use.

7. Lessee shall have the right to use any formation underlying the leased premises for the storage of gas and shall have all rights and rights-of-way necessary to store and produce such stored gas. As full payment for such storage rights, the Lessee shall pay to the Lessor a rental at the rate of \$1.00 per acre per year, while the premises are so used, and so long as the storage payment is made, all provisions of this lease shall remain in full effect.

8. Lessor further grants to the Lessee, his heirs and assigns, the right to utilize this lease or any part hereof with other leases to form a drilling unit or units at the sole discretion of the Lessee. In the event this lease is so utilized, the Lessor agrees to accept, in lieu of the royalty hereinbefore recited, such proportion of the royalty above provided, as the acreage covered by this lease or any unutilized portion bears to the total acreage comprising the unit.

9. If said Lessor owns a less interest in the above described land than the undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee.

10. No well may be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of Lessor. Lessee shall have and enjoy all rights and privileges necessary and convenient for the proper use and development of this lease, and shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of Lessor. Lessee shall also have the right at any time to remove all or any part of the machinery, fixtures or structures placed on said premises, including the right to draw and remove casing. Lessee shall pay for damages caused by its operations to growing crops on said lands, and, when requested by Lessor, shall bury its pipe lines below plow depth.

11. The interest or estate of either party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this lease shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the said Lessee or any assignee thereof shall make due payment of said rental. No change of ownership in the land or in the rentals or royalties shall be binding on the Lessee until after notice to the Lessee and it has been furnished with a written transfer or assignment or a certified copy thereof.

12. At any time, Lessee, its successors or assigns, shall have the right to surrender this lease or any part thereof for cancellation, after which all payments and liabilities hereunder thereafter shall cease and determine, and if the whole is surrendered, then this lease shall become absolutely null and void except that the rights granted under paragraph 1 hereof as to the laying, using, and maintaining of pipelines to transport oil, gas, or water, whether produced on said lands or other lands, from, to, over and across said lands shall remain in full force and effect until specifically released by Lessee even if this Lease should expire of term or otherwise. This surrender may be made to the Lessor, or if more than one Lessor, then to any one of them, or to the heirs or assigns of any one of them by delivery of a duly executed surrender thereof in person or by mail addressed to the post office address of such person, or by recording a duly executed surrender thereof in the Recorder's office of the County in which the land is located.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee at its option may pay, discharge or redeem any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands, and in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying any royalty or rentals accruing hereunder to the discharge of any such taxes, mortgages or other liens. Lessor further warrants that no valid lease for oil or gas exists on the land herein described other than this lease and that Lessor will protect and save harmless Lessee for any losses sustained by Lessee due to the existence of another valid lease on this land.

14. It is expressly agreed that if the Lessee shall commence operations for a well at any time while this lease is in force, it shall remain in force and its terms continue so long as such operations are prosecuted, and if production results therefrom, then as long as production continues. If after the expiration of the term of this lease production from the leased premises shall cease from any cause, this lease shall not terminate provided Lessee resumes operations within sixty days from such cessation, and this lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as oil or gas is produced in paying quantities. For the purposes of this agreement the phrase "commence operations for a well" shall mean any activity necessary or convenient to drilling a well including but not limited to surveying, or staking, or permitting, or clearing a drill site or any one or more of the above.

15. Lessor states that no gas and oil is now being produced from the premises and that Lessor is not receiving any payments from any other lease, and that any past lease is now terminated in accordance with its term thereof.

For Assignment of lease See Lease Vol. # 65 Page # 417

16. When drilling, reworking, production or other operations are delayed or interrupted by force majeure, that is, by storm, flood, rain, snow or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of any law, judgement, order, rule, regulation, requisition or necessity of any government, Federal or State, or Local, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding, but this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or other operations on or producing oil, gas, casing head gas, condensate or other minerals from the premises.

Witness the hands and seals of the parties hereto the day and year first above written.
WITNESS William R. White x Richard A. Hawk (SEAL)
Joseph E. Bukovinsky (SEAL)
x Betty R. Hawk (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ To-Wit: _____
I, _____, a Notary Public of said County, do hereby certify that
whose name _____ signed to the within writing bearing date the _____ day of _____, 19____,
has _____ this day acknowledged the same before me in my said County.
Given under my hand this _____ day of _____, 19____.
My Commission expires _____
Notary Public

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS

STATE OF _____
COUNTY OF _____ To-Wit: _____
TOWN OF _____
On this _____ day of _____, 19____, before me personally came _____
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say _____
resides at _____, that he knows _____
to be the individual(s) described in, and executed the foregoing instrument; that he, said subscribing witness was present and saw said individual or
individuals execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.
My Commission expires _____
Notary Public

OHIO ACKNOWLEDGEMENT

STATE OF OHIO, _____ SS. Richard A. Hawk & Betty R. Hawk
Before me, a Notary Public in and for said state personally appeared the above, named _____
_____ who acknowledged
that I, he Y, did sign the foregoing instrument, and that the same is their free act and deed. In testimony whereof I have hereunto subscribed
my name, this 30 day of 5, 1979
My Commission expires _____
JOSEPH E. BUKOVINSKY
Notary Public State of Ohio
My Commission Expires April 24, 1983



RECORDED JUNE 25 1979
IMAGE VOL. 63 PAGE 589
RECORDED
JUN 25 1979

RECORDING DATA:
RECORDER'S OFFICE
ALLEN COUNTY, OHIO
RECEIVED FOR RECORD
AT 2:18.07 CLOCK P. M.

Table with columns: Date, Acres, Location, County, State, Term. The table is mostly blank with some handwritten entries.

Oil and Gas Lease
384290 847

384290 847

407698

INC 85 417

LEASE ASSIGNMENT

STATE OF OHIO)
) ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF ALLEN)

THAT for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned J. E. (JACK) KAPP, GEORGE WHITESIDE and I.R.D. CORPORATION d/b/a INTERNATIONAL EXPLORATION and I.R.D. CORPORATION, Individually (herein collectively referred to as "Assignor"), do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto TEXAS INTERNATIONAL PETROLEUM CORPORATION, a Delaware Corporation ("Assignee"), subject to the terms and provisions set forth herein, all of its right, title and interest in and to the oil and gas leases described on the attached Exhibit A which is made a part hereof for all purposes (collectively, the "Leases").

TO HAVE AND TO HOLD the above described interests in the Leases and the leasehold estates created thereby unto Assignee, and Assignee's successors and assigns, provided, however, this assignment is made without warranty of title, either express or implied except as to claims arising by, through or under Assignor, and is made subject to the following terms and provisions.

1.

Assignor hereby covenants and warrants that Assignor is the lawful owner of the Leases and the leasehold estates created thereby, with full power to sell and convey, and that the Leases, together with all personal property, machinery and equipment located thereon, are now free and clear of all liens and encumbrances, and that all bonus, rentals, royalties and other payments due and payable under the Leases have been duly paid in accordance with the terms and provisions of the Leases through April 30, 1981, and that the Leases are valid and in full force and effect in accordance with their terms.

RETURN TO: TEXAS INTERNATIONAL PETROLEUM CORP.
SUITE 140 AND 141
COLUMBUS, OH 43201

2.

Assignor excepts and reserves unto Assignor and Assignor's heirs, personal representatives, successors and assigns, free and clear of all costs of drilling for, producing and operating oil, gas and other minerals, an overriding royalty interest in an amount equal to one-thirty second (1/32) of eight-eighths (8/8) of all of the oil, gas, casinghead gas, condensate and other liquid or gaseous hydrocarbons produced and saved from the lands covered by the Leases. This exception and reservation shall apply as well to all modifications, extensions and renewals of the Leases by Assignee and Assignee's successors and assigns. "Renewals" shall include wholly new leases made by any of these persons within six months after the lapse of any of the Leases.

3.

Fuel oil and gas for operating the premises, or lands pooled therewith, and for treating and handling the products therefrom (and the proportionate part of fuel oil and gas consumed in a central plant, should the Leases be operated jointly with other premises through the use of such plant) shall be deducted before said overriding royalties are computed. All ad valorem, production, severance, gathering, Windfall Profits Act taxes and other taxes chargeable against the overriding royalty interests herein reserved shall be paid by Assignor. If the said Leases do not cover the entire fee simple title to the minerals in the lands described therein and hereby assigned, the overriding royalties herein reserved on production from such land shall be proportionately reduced.

4.

The reservation of the foregoing overriding royalties shall never be deemed to impose any obligations upon Assignee, its successors or assigns, to conduct any drilling operations whatsoever upon the lands covered by the Leases, or land pooled therewith, or to maintain any such operations

after once begun, or production of oil, gas or other minerals after once established, nor to protect the above described land or lands pooled therewith from drainage, nor to maintain the Leases in effect by payment of delay rental, drilling operations or otherwise, and all operations, if any, and the extent and duration thereof, as well as the preservation of the leasehold estates by rental payment or otherwise, shall be solely at the will of Assignee.

701
65
MEE-419

5.

Assignor hereby agrees that Assignee shall have the right, without further approval by Assignor, to pool and unitize the Leases and all the lands affected thereby with other lands or leases to form one or more pooled units in accordance with the pooling authority granted by the Leases, and as to each unit so created, Assignor shall be entitled to receive in lieu of the overriding royalty interests herein reserved, that proportion of said overriding royalty interest stipulated above that the entire amount of net mineral acres covered by the Leases and included in such unit bears to the entire surface acreage of said unit.

6.

Assignee shall comply with and does hereby assume and agree to perform Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases, and the interests assigned herein are subject to and shall bear their proportionate shares of all existing burdens on the Leases.

7.

The provisions hereof shall be covenants running with the lands and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

-3-

1 PAGE 85 PAGE 120

8.

The undersigned, Mary Ann Kapp, wife of J. E. (Jack) Kapp and Delores Whiteside, wife of George Whiteside, hereby execute the within assignment for the purpose of releasing dower, if any.

IN WITNESS WHEREOF, this Lease Assignment is executed this 15th day of May, 1981.

Witnesses:

"ASSIGNOR"

Virginia A. Mullolland
Carol A. Porter
J. E. (Jack) Kapp
 J. E. (JACK) KAPP
George Whiteside
 GEORGE WHITESIDE

INTERNATIONAL EXPLORATION

By: J. E. (Jack) Kapp
 J. E. (JACK) KAPP
 By: George Whiteside
 GEORGE WHITESIDE

I. R. D. CORPORATION

By: James E. Haas
 JAMES E. HAAS, President

Mary Ann Kapp
 MARY ANN KAPP
Delores Whiteside
 DELORES WHITESIDE

STATE OF OHIO:


COUNTY OF STARK:

Before me, a Notary Public, in and for said County and State; on this day personally appeared J. E. (JACK) KAPP and MARY ANN KAPP, husband and wife; GEORGE WHITESIDE and DELORES WHITESIDE, husband and wife; who acknowledged to me that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Alliance, Ohio this 15th day of May, 1981.

VOL. 65 P. 421

Virginia A. Mulholland
Notary Public
VIRGINIA A. MULHOLLAND, Notary Public
My Commission Expires April 15, 1982




STATE OF OHIO:

COUNTY OF STARK:

Before me a Notary Public in and for said County and State on this day personally appeared JAMES E. HAAS, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that the same was the act of the said I.R.D. CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

In testimony whereof, I have herewith set my hand and official seal at Alliance, Ohio this 15th day of May, 1981.

Virginia A. Mulholland
Notary Public
VIRGINIA A. MULHOLLAND, Notary Public
My Commission Expires April 15, 1982



This instrument prepared by:
GEIGER & TEEPLE
404 First National City Bank Building
Alliance, Ohio 44601

422

LEASE NUMBER	LANDOWNER	LEASE DATE	Exhibit "A"		RECORDED PAGE
			ACREAGE	VOLUME	
Bath Township, Allen County, Ohio					
9186-01	Lloyd Craig 2750 North Napoleon Road, Rt 7 Lima, Ohio 45854	5-31-79	100	63	551
9187-01	Paul C. Fetter Freda C. Fetter 5505 Harding Highway Lima, Ohio 45804	6-18-79	172	63	629
9188-01	Robert E. Fetter Rose Ellen Fetter Rt 5, 1095 North Thayer Road Lima, Ohio 45801	6-21-79	427	63	723
9189-01	Donald A. Willeke Bonnie J. Willeke 1295 North Thayer Road, Rt 5 Lima, Ohio 45801	6-19-79	81	63	633
Jackson Township, Allen County, Ohio					
9190-01	Lloyd Craig 2750 Napoleon Road, Rt 7 Lima, Ohio 45854	5-31-79	119	63	549
9191-01	Ronald L. Wingfield Deborah D. Wingfield 8777 Sandusky Road, Rt 7 Lima, Ohio 45854	5-30-79	87	63	547
9192-01	Richard A. Ackerman Jacqueline J. Ackerman 2370 North Napoleon Road, Rt 7 Lima, Ohio 45854	5-30-79	79	63	545
9193-01	Richard A. Hawk Betty B. Hawk 2675 North Phillips Road, Rt 7 Lima, Ohio 45854	5-30-79	100	63	589
9194-01	Donald L. Wingfield Dorothy E. Wingfield 3725 Phillips Road, Rt 7 Lima, Ohio 45854	5-30-79	292	63	591
9195-01	Glen M. Emans Edna L. Emans 4380 North Phillips Road, Rt 7 Lima, Ohio 45854	5-30-79	120	63	593
9196-01	Dorothy M. Schick 9280 Sugar Creek Road, Rt 7 Lima, Ohio 45854	5-31-79	115	63	595
9197-01	Kenneth G. Craig 9480 Sandusky Road, Rt 7 Lima, Ohio 45854	5-31-79	145	63	525
9198-01	Robert J. Hochstettler Mary G. Hochstettler 8320 Sugar Creek Road, Rt 5 Lima, Ohio 45801	6-05-79	229	63	579
9199-01	Norman L. Hochstettler Sandra J. Hochstettler 4385 North Hardin, Rt 7 Lima, Ohio 45854	6-05-79	89	63	581
9200-01	Charles P. Miller Kathryn J. Miller 9480 Ada Road, Rt 7 Lafayette, Ohio 45854	6-04-79	347	63	583

1-A

LIM 05 APR 1981

Sited 6/23/1981

Tract 16

TO: DON CAIN ESTATE

Parcel Number: 48-0500-01-002.000
111.626 acres, more or less, Allen County

PRELIMINARY OWNER'S TITLE CERTIFICATE

The undersigned hereby certifies that he has made a thorough examination of the records of Allen County, Ohio, as disclosed by the public indexes in accordance with the Ohio Marketable Title Act, relating to the premises hereinafter described in Item I. This examination commenced with a (i) Warranty Deed from Otto Polter and Grace M. Polter, husband and wife, to Robert O. Polter and Aileen June Polter, filed for record January 11, 1952, at Volume 305, Page 625, of the Allen County Deed Records; and (ii) Executor's Deed from Harold P. Andrews, deceased, by Marie Patrick, Executrix, to Robert Polter and Aileen June Polter, filed for record April 11, 1962, at Volume 412, Page 582, of the Allen County Deed Records; and continued to the date hereof.

This certificate does not purport to cover matters not of record in the County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, zoning and other governmental regulations, or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the premises is located.

The undersigned hereby certifies that, in his opinion based upon the records, the fee simple title to the premises is vested in Don E. Cain by virtue of a Quit Claim Deed from Shirley Evelyn Cain, unmarried, filed for record November 17, 2014, at Book 2014, Page 12272, of the Official Records of Allen County, Ohio; and that as appears from the records, the title is marketable and free from encumbrances except and subject to the matters set forth below.

ITEM I SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION OF REAL ESTATE.

ITEM II

Real Estate Taxes:

Parcel Number: 48-0500-01-002.000

Tax Valuation: \$ 610,900

Taxes per Half: \$ 1,442.45

Assessments: None

TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

SPECIAL NOTE: THE REAL PROPERTY IS CURRENTLY TAXED BASED UPON ITS CURRENT AGRICULTURAL USE VALUATION (CAUV), WHICH RESULTS IN A LOWER TAX THAN IF THE REAL ESTATE WERE VALUED AT ITS FAIR MARKET VALUE. THE REMOVAL OF ANY PART OF THE PROPERTY FROM AGRICULTURAL USE, OR THE FAILURE TO TIMELY FILE APPLICATIONS WITH THE COUNTY AUDITOR TO MAINTAIN THE TAXATION OF THE REAL ESTATE BASED UPON CAUV WILL RESULT IN A RECAPTURE OF THE REAL ESTATE TAXES SAVED BY REASON OF THE CAUV FOR A THREE-YEAR PERIOD.

ITEM III

Any matters disclosed on the survey of 111.626 acres dated March 3, 1997 and filed with the Allen County Engineer's Office, a copy of which is attached hereto.

ITEM IV

Easement for Highway Purposes from Robert O. Polter and Aileen J. Polter, husband and wife, to the State of Ohio, filed for record January 24, 1955, at Volume 346, Page 11, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

Dated at Sidney, Ohio, this 13th day of April, 2021, at 8:30 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association

By: _____

Thomas J. Potts

EXHIBIT "A"

Being a parcel of land situated in Auglaize Township, Allen County, Ohio and being described as:

Being a parcel of land in the Southeast and Northeast Quarters of Section 5, T-4-S, R-8-E, Auglaize Township, Allen County, Ohio and also being Parcel Number 48-0500-01-002.000 and more particularly described as follows:

Commencing at a monument box at the southeast corner of said Southeast Quarter, said point being the intersection of Clum Road and Hullibarger Roads; thence, N 00°30'06" E (assumed bearing, basis of bearings) along the east line of said Southeast Quarter, 1323.23 feet to a ½" rero set at the southeast corner of the Northeast Quarter of said Southeast Quarter and the PLACE OF BEGINNING; thence N 89°48'09" W along the south line of said Quarter Quarter Section; 1328.00 feet to a ½" rero set at the southwest corner of said Quarter Quarter section; thence N 00°33'29" E along the west line of said Quarter Quarter Section, 1327.92 feet to a ½" rero set at the southwest corner of the East Half of said Northeast Quarter; thence, N 00°32'36" E along the west line of said East Half, 2655.84 feet to a P-K nail set at the northwest corner of said East Half and the centerline of Harding Highway (S.R. 309) (passing through a ½" rero set at 2610.84 feet); thence, 89°37'23" E along the north line of said East Half and said centerline, 513.80 feet to a P-K nail set; thence, S 00°35'20" W, 278.74 feet to a ½" rero set (passing through a ½" rero set at 52.86 feet); thence, N 89°37'23" E, 351.00 feet to a ½" rero set; thence, S 00°35'20" W, 448.30 feet to a 2" angle iron corner post; thence, N 89°37'23" E, 464.16 feet to a 2" angle iron corner post on the east line of said Northeast Quarter; thence, S 00°35'20" W along said east line, 1946.82 feet to an existing ½" rero set at the northeast corner of said Southeast Quarter; thence S 00°30'06" W along the east line of said Southeast Quarter, 1323.23 feet to the PLACE OF BEGINNING.

Containing 111.626 acres more or less subject to all highways and other legal easements of record.

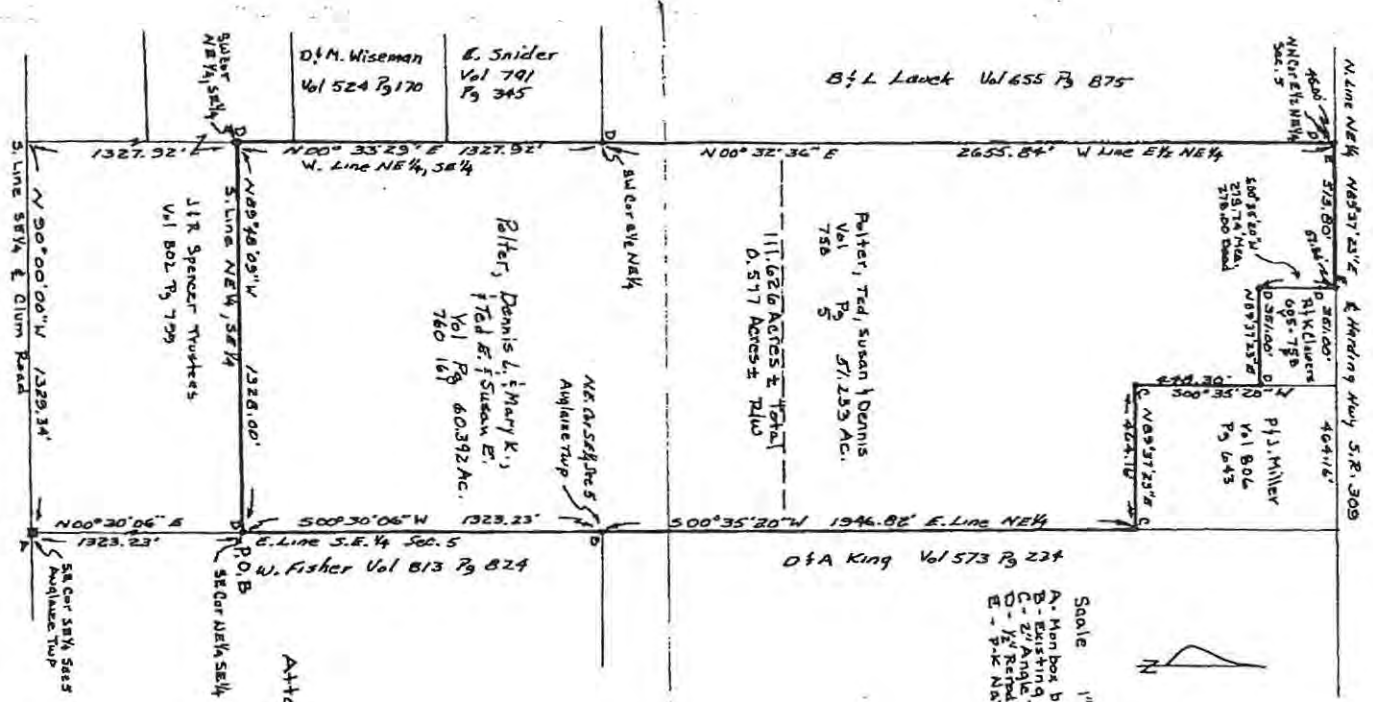
This description from a survey by Robert N. Tschanz, Registered Surveyor No. 4738, performed on March 3, 1997.

The above-described premises are being conveyed subject to all legal highways, easements, rights-of-way, restrictions, reservations, covenants, setback lines, platting and zoning regulations and conditions of record or in use on said premises.

Prior Instrument Reference: Volume 919, Page 304

Prior Instrument Reference: Volume 2014, Page 12272 of the Deed Records of Allen County, Ohio.

Parcel No. 48-0500-01-002.000



Scale 1" = 400'
 A - Mon box by County
 B - Existing 1/2" Record
 C - 2" Angle Iron Cor. Post
 E - 1/2" Rebar Set
 F - 1/2" Nail Set



SURVEYORS INC.
 1867 WENDELL AVE
 LIMA, OHIO 45805
 419-224-2752

CLIENT JAMES BLAIR, ATTORNEY (POLTHER)
 COUNTY ALLEN TWP GREEN AUCLAIZE
 TOWNSHIP T-SOUTH RANGE B-EAST
 SECTION 5 SCALE _____ PAGE 1 OF 2
 FB-0500-01-002.000
 PARCEL# FB-0500-01-001.000 LOT# _____

This plat represents an actual survey performed on 03-03 1997.

All bearings refer to the east line of the Southeast Quarter of Section 5, T-4-S, R-8-E, Auglaize Township, Allen County, Ohio as being N:00°30'06" E (assumed bearing, basis for bearings)

Reviewed by [Signature]
 ON 3-6, 1997

Attest
[Signature]
 ROBERT N. TSCHANZ
 SURVEYOR



SURVEYORS INC.
1867 WENDELL AVE
LIMA, OHIO 45805
419-224-2752

CLIENT JAMES BLAIR, ATTORNEY (POLTER)
COUNTY ALLEN TOWNSHIP AUGLAIZE
TOWNSHIP T-SOUTH RANGE R-EAST
SECTION 5 SCALE _____ PAGE 2 OF 2
PARCEL # 48-0500-01-002.000 LOT # _____
48-0500-01-001.000

THIS PLAT REPRESENTS AN ACTUAL SURVEY PERFORMED ON 03-03, 1997

LEGAL DESCRIPTION


Being a parcel of land in the Southeast and Northeast Quarters of Section 5, T-4-S, R-8-E, Auglaize Township, Allen County, Ohio and also being Parcels Number 48-0500-01-002.000 and 48-0500-04-001.000 and more particularly described as follows:


Commencing at a monument box at the southeast corner of said Southeast Quarter, said point being the intersection of Clum and Hullbarger Roads; thence, N 00°30'06" E (assumed bearing, basis of bearings) along the east line of said Southeast Quarter, 1323.23 feet to a 1/2" rerod set at the southeast corner of the Northeast Quarter of said Southeast Quarter and the PLACE OF BEGINNING; thence, N 89°48'09" W along the south line of said Quarter Quarter Section, 1328.00 feet to a 1/2" rerod set at the southwest corner of said Quarter Quarter Section; thence, N 00°33'29" E along the west line of said Quarter Quarter Section, 1327.92 feet to a 1/2" rerod set at the southwest corner of the East Half of said Northeast Quarter; thence, N 00°32'36" E along the west line of said East Half, 2655.84 feet to a P-K nail set at the northwest corner of said East Half and the centerline of Harding Highway (S.R. 309) (passing through a 1/2" rerod set at 2610.84 feet); thence, N 89°37'23" E along the north line of said East Half and said centerline, 513.80 feet to a P-K nail set; thence, S 00°35'20" W, 278.74 feet to a 1/2" rerod set (passing through a 1/2" rerod set at 52.86 feet); thence, N 89°37'23" E, 351.00 feet to a 1/2" rerod set; thence, S 00°35'20" W, 448.30 feet to a 2" angle iron corner post; thence, N 89°37'23" E, 464.16 feet to a 2" angle iron corner post on the east line of said Northeast Quarter; thence, S 00°35'20" W along said east line, 1946.82 feet to an existing 1/2" rerod at the northeast corner of said Southeast Quarter; thence, S 00°30'06" W along the east line of said Southeast Quarter, 1323.23 feet to the PLACE OF BEGINNING.

Containing 111.626 acres more or less subject to all highways and other legal easements of record.

Previous Deed References: Volume 758, Page 5 and
Volume 760, Page 161.

SR09-152


Robert N. Tschanz

Reviewed by 
on 3-6, 1997



346/11

#139702 .

Robert and Aileen Polter	*R/W Form 1	Sheet 1 of 3 Sheets
to	*Title	Checked X
State of Ohio	*Revised 9-7-50	Approved X
*****		To Be Corrected ✓
R/W Form A	EASEMENT FOR HIGHWAY PURPOSES	Sheet 2 of 3 sheets.

KNOW ALL MENBY THESE PRESENTS:

That Robert O. Polter and Aileen J. Polter Husband and wife the Grantors for and in consideration of the sum of One Thousand Nine Hundred Fifty and no/100 Dollars (\$1950.00) and for other good and valuable considerations to them paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described, situated in Allen County, Ohio, Auglaize Township, Section 5 NE 1/4, Town 4 S, Range 8 E, and bounded as follows:

PARCEL No. 193

Being a parcel of land lying on the right side of the centerline of a survey, made by the Department of Highways, and recorded in Book 8, Page 17, 18, 19, 20 of the records of Allen County and being located within the following described points in the boundary thereof;

Beginning at a point in the northeast corner of said Section 5, the centerline of State Route 30-S and in station 1225 / 42.76 in said centerline: thence south 1°-20'-20" west along the east property line of said grantors to a point 45 feet right of station 1225 / 41.94 in said centerline: thence southwesterly to a point 60 feet right of station 1222 / 00 in said centerline: thence northwesterly to a point in the west property line of said grantors, said point being 45 feet right of station 1212 / 20.08 in said centerline: thence north 1°-00'-50" east along said west property line to a point in the north property line of said grantors, the north line of said Section 5 and in the centerline of State Route 30-S, said point being station 1212 / 20.50 in said centerline: thence south 89°-31'-10" east along said north property line and the centerline of State Route 30-S to the point of beginning

It is understood that the strip of land above described contains 0.69 acres, more or less, exclusive of the present road which occupies 0.91 acres, more or less.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

R/W Form 7	Sheet 3 of 3 sheets.
Acknowledgement	
Revised 9-20-28-C	

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever.

And the said Grantors, for Themselves and their heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that they are the true and lawful owners of said premises, and are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Aileen Polter and Robert Polter hereby relinquishes to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF, Robert O. Polter and Aileen J. Polter Husband & wife have hereunto set their hands, the 13 day of October, in the year of our Lord one thousand nine hundred and Fifty Four.

Signed and sealed in presence of:

Allen Litten	Robert O. Polter
Burke E. Smith	Aileen J. Polter

STATE OF OHIO)
Allen County) ss.:

Before me, a Notary Public in and for said County and State, personally appeared the above named Robert O. Polter & Aileen J. Polter who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lima, Ohio this 15 day of October, A. D. 1954

(SEAL) J. L. Rohrbacher
My Commission Expires Oct 31, 1956
J. L. Rohrbacher
Notary Public, Allen County, Ohio
My Commission Expires Oct. 31, 1956

Received Jan 24, 1955
at 9:35 o'clock A. M.
Recorded Jan 24, 1955
Fee \$2.05

Margaret Davis RECORDER
C.M.O.

TO: DON CAIN ESTATE

**Parcel Numbers: 28-3100-04-007.000;
38-0600-01-001.001
125.118 acres, more or less, Allen County**

PRELIMINARY OWNER'S TITLE CERTIFICATE

The undersigned hereby certifies that he has made a thorough examination of the records of Allen County, Ohio, as disclosed by the public indexes in accordance with the Ohio Marketable Title Act, relating to the premises hereinafter described in Item I. This examination commenced with (i) a Warranty Deed from Harold E. Weaver and Mary E. Weaver, husband and wife, to Harold C. Winkelman and Lina Winkelman, filed for record June 14, 1966, at Volume 456, Page 555, of the Allen County Deed Records; and (ii) a Warranty Deed from Earl M. Myers and Clara Myers, husband and wife, to Harold C. Winkelman, filed for record April 22, 1965, at Volume 443, Page 496, of the Allen County Deed Records; and continued to the date hereof.

This certificate does not purport to cover matters not of record in the County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, zoning and other governmental regulations, or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the county in which the premises is located.

The undersigned hereby certifies that, in his opinion based upon the records, the fee simple title to the premises is vested in Don Cain by virtue of a Warranty Deed from Golf at Sugar Creek Properties, a Limited Liability Company, filed for record July 25, 2008, at Book 2008, Page 10444, of the Official Records of Allen County, Ohio; and that as appears from the records, the title is marketable and free from encumbrances except and subject to the matters set forth below.

ITEM I SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION OF REAL ESTATE.

ITEM II Real Estate Taxes:

Parcel Number: 28-3100-04-007.000

Tax Valuation: \$ 547,900

Taxes per Half: \$ 1,258.83 – 1st half

\$ 1,248.82 – 2nd half

Assessments: Larue \$ 10.00 – 1st half

Warrington Ditch Maintenance \$ 97.04 – 1st half

Warrington Ditch Maintenance \$ 97.03 – 2nd half

TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

Parcel Number: 38-0600-01-001.001

Tax Valuation: \$ 111,000

Taxes per Half: \$ 192.35 – 1st half

\$ 192.34 – 2nd half

Assessments: Warrington Ditch Maintenance \$ 20.40 – 1st half

Warrington Ditch Maintenance \$ 20.39 – 2nd half

TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

SPECIAL NOTE: THE REAL PROPERTY IS CURRENTLY TAXED BASED UPON ITS CURRENT AGRICULTURAL USE VALUATION (CAUV), WHICH RESULTS IN A LOWER TAX THAN IF THE REAL ESTATE WERE VALUED AT ITS FAIR MARKET VALUE. THE REMOVAL OF ANY PART OF THE PROPERTY FROM AGRICULTURAL USE, OR THE FAILURE TO TIMELY FILE APPLICATIONS WITH THE COUNTY AUDITOR TO MAINTAIN THE TAXATION OF THE REAL ESTATE BASED UPON CAUV WILL RESULT IN A RECAPTURE OF THE REAL ESTATE TAXES SAVED BY REASON OF THE CAUV FOR A THREE-YEAR PERIOD.

ITEM III Any matters disclosed on the survey of 125.118 acres dated January 13, 2001 and filed as Survey Record 30-157 with the Allen County Engineer's Office, a copy of which is attached hereto.

ITEM IV Oil and Gas Lease from Harold E. Weaver and Mary E. Weaver, husband and wife, to Producers Drilling & Cont. Co., filed for record June 19, 1964, at Volume 54, Page 198, of the Lease Records of Allen County, Ohio, a copy of which is attached hereto.

ITEM V Oil and Gas Lease from Jack E. Dally and Barbara L. Dally, husband and wife, to Producers Drilling & Cont. Co., filed for record June 19, 1964, at Volume 54, Page 202, of the Lease Records of Allen County, Ohio, a copy of which is attached hereto.

ITEM VI Easement for County Road Purposes from Harold C. Winkelman and Ruth L. Fritschi, to Allen County, State of Ohio, filed for record September 3, 1993, at Volume 781, Page 92, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

- ITEM VII Easement from Harold C. Winkelman and Ruth L. Fritschi, to United Telephone Company of Ohio, filed for record February 28, 1994, at Volume 787, Page 520, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.
- ITEM VIII Easement of Correction from Harold C. Winkelman and Ruth L. Fritschi, to United Telephone Company of Ohio, filed for record March 25, 1994, at Volume 788, Page 442, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto. **NOTE: This is a correction of the Easement filed for record at Deed Record Volume 787, Page 520.**
- ITEM IX Partial Release of Easement & Agreement by Buckeye Pipe Line Company, L.P., to Golf at Sugar Creek Properties, filed for record August 25, 2005, at Volume 946, Page 327, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

Dated at Sidney, Ohio, this 16th day of April, 2021, at 8:30 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association

By: _____

Thomas J. Potts

EXHIBIT "A"

The following described parcel of land is situated in the Southwest and Southeast quarters of Section 31, Township 2 South, Range 8 East, Richland Township and the Northeast quarter of Section 6, Township 3 South, Range 8 East, Jackson Township, Allen County, Ohio, being all of parcel 28-3100-04-007.000 and parcel 38-0600-01-001.000 and is more particularly described as follows:

Commencing at a railroad spike (found) marking the Northeast corner of the Northeast quarter of Section 6, Jackson Township, also being the centerline of Napoleon Road and the PLACE OF BEGINNING for the parcel to be described.

Thence with the centerline of Napoleon Road, S 00° 41' 38" W a distance of 882.40 feet to a P K nail (set) in the center of a bridge over Sugar Creek;

Thence with the centerline of Sugar Creek and the North line of lands owned by Golf at Sugar Creek as described in Deed Volume 840 Page 503, the following courses;

N 70° 52' 15" W a distance of 215.65 feet;

N 29° 36' 03" W a distance of 35.47 feet;

N 20° 40' 52" E a distance of 53.40 feet;

N 62° 34' 58" W a distance of 138.52 feet;

N 49° 09' 16" W a distance of 153.27 feet;

N 65° 17' 09" W a distance of 169.39 feet;

N 54° 38' 08" W a distance of 149.90 feet;

N 68° 29' 41" W a distance of 137.23 feet;

S 80° 01' 14" W a distance of 130.21 feet;

N 72° 50' 44" W a distance of 207.43 feet;

N 58° 33' 00" W a distance of 173.72 feet;

S 72° 43' 20" W a distance of 198.69 feet;

N 79° 01' 58" W a distance of 213.20 feet;

S 88° 58' 32" W a distance of 181.22 feet;

N 84° 40' 56" W a distance of 192.44 feet;

S 82° 00' 28" W a distance of 169.17 feet;

N 87° 45' 53" W a distance of 257.35 feet;

N 69° 27' 48" W a distance of 79.33 feet;

N 28° 24' 50" W a distance of 123.07 feet to a point where the centerline of said creek intersects the West line of the Northeast quarter of Section 6;

thence with said West line N 00° 29' 41" E a distance of 65.37 feet to an iron pipe (found) at the Northwest corner of the Northeast quarter of Section 6;

thence with the Township line common to Jackson and Richland Townships S 89° 09' 34" W a distance of 1,270.91 feet to an iron pin (found) in the center of a creek just Southeasterly from its confluence with Sugar Creek, also being the Southwest corner of the Southeast quarter of the Southwest quarter of Section 31, Richland Township;

thence N 00° 10' 15" W a distance of 94.10 feet to an iron pipe (found);

thence N 45° 46' 15" W a distance of 60.00 feet to a P K nail (set) in the centerline of Dixie Highway;

thence with the centerline of Dixie Highway N 44° 12' 20" E a distance of 1,614.07 feet to a P K nail (found);

thence continuing with said centerline N 45° 24' 47" E a distance of 285.01 feet to a P K nail (found) in the West line of the Southeast quarter of Section 31;
thence with said West line S 00° 41' 04" E a distance of 154.24 feet to an iron pin (found) at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 31, passing at 43.26 feet an iron pin (set);
thence with the North line of the South half of said Southeast quarter and the South line of lands owned by Don E. Cain as described in Deed Volume 751 Page 358, N 89° 05' 15" E a distance of 2,646.68 feet to a P K nail (set) at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 31 and the centerline of Napoleon Road, passing at 2,616.68 feet an iron pin (set);
thence with the centerline of Napoleon Road S 00° 08' 40" E a distance of 1,064.55 feet to a P K nail (set);
thence S 88° 56' 06" W a distance of 241.00 feet to an iron pin (set), passing at 30.00 feet an iron pin (set);
thence S 00° 08' 40" E a distance of 252.07 feet to an iron pin (set) in the South line of the Southeast quarter of Section 31;
thence with said South line N 88° 56' 06" E a distance of 234.40 feet to the PLACE OF BEGINNING, passing at 211.00 feet an iron pin (set); this tract of land contains 125.118 acres, more or less, subject to all legal highways and easements of record. This description is based on an actual field survey performed in January, 2001 and was prepared by Leland D. Yoakam L.S. # 7676. All markers are accurate as to material and location and are in place. All bearings refer to the centerline of Napoleon Road and the East line of Section 6, Jackson Township, as being S 00° 41' 38" W.

Parcel No. 28-3100-04-007.000

Parcel No. 38-0600-01-001.001

Prior Instrument Reference: Volume 2008, Page 10444 of the Deed Records of Allen County, Ohio.

**125.118 ACRE
BOUNDARY SURVEY
FOR
GOLF AT SUGAR CREEK**

SITUATED IN:
S.E. 1/4 & S.W. 1/4 SECTION 31,
RICHLAND TOWNSHIP T-2-S, R-8-E
AND
N.E. 1/4 SECTION 6,
JACKSON TOWNSHIP T-3-S, R-8-E
ALLEN COUNTY, OHIO

PARCEL NO.'S

ALL OF: 28-3100-04-007.000
PART OF: 28-3100-04-008.000
38-0600-01-002.000
38-0600-01-001.000

28-3100-04-007.000

**125.118 ACRES
TOTAL**

PT. 28-3100-04-008.000

103.420 ACRES IN
RICHLAND TWP.
1.845 ACRES IN R/W
IN RICHLAND TWP.

HAROLD C. WINKELMAN
D.V. 657, PG. 632

HAROLD C. WINKELMAN
&
RUTH L. FRITSCHI
D.V. 657, PG. 632

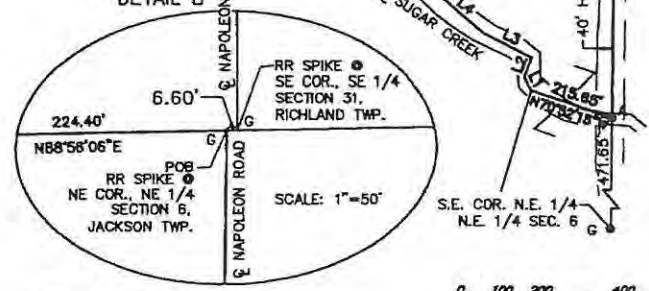
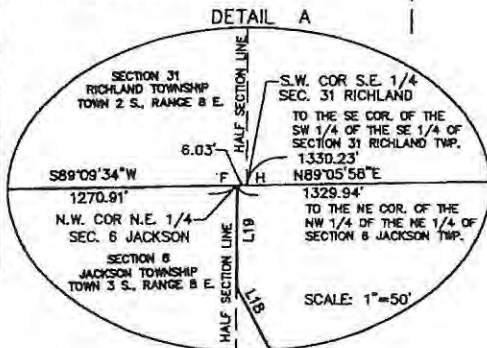
HAROLD C. WINKELMAN
&
RUTH L. FRITSCHI
D.V. 657, PG. 632
1.394 AC.

MARY BETH RUNK
D.V. 840, PG. 485
0.33 AC.

LEGEND

- A = PK NAIL SET
- B = PK NAIL FOUND
- C = 5/8" REBAR SET
- D = 5/8" REBAR FOUND
- E = 1/2 REBAR FOUND
- F = IRON PIPE FOUND
- G = R.R. SPIKE FOUND
- H = STONE FOUND
- I = 12" CONC. POST FOUND

LINE	BEARING	LENGTH
L1	N29°36'03"W	35.47
L2	N20°40'52"E	53.40
L3	N62°34'58"W	138.52
L4	N49°09'16"W	153.27
L5	N85°17'09"W	169.39
L6	N54°38'08"W	149.90
L7	N68°29'41"W	137.23
L8	S80°01'14"W	130.21
L9	N72°50'44"W	207.43
L10	N58°33'00"W	173.72
L11	S72°43'20"W	198.69
L12	N79°01'58"W	213.20
L13	S86°58'32"W	181.22
L14	N84°40'56"W	192.44
L15	S82°00'28"W	189.17
L16	N87°45'53"W	257.35
L17	N69°27'48"W	79.33
L18	N28°24'50"W	123.07
L19	N00°29'41"E	65.37
L20	N00°10'15"W	94.10
L21	N45°46'15"W	60.00



Leland D. Yoakam 1-29-01
LELAND D. YOAKAM, REG. SUR. #7676

REVIEWED BY:
Michael L. Howbert
MICHAEL L. HOWBERT, P.E.
ALLEN COUNTY ENGINEERS
DATE: 02-02-01

SURVEY REFERENCES:
SURVEY MADE BY KOHLI & KALIHER #6881 IN APRIL OF 1998 # L-1091
SURVEY MADE BY ROLLY E. PION #5013 IN DECEMBER OF 1975

THIS PLAT REPRESENTS AN ACTUAL FIELD SURVEY PERFORMED IN JANUARY, 2001. ALL MARKERS ARE ACCURATE AS TO MATERIAL AND LOCATION AND ARE IN PLACE. ALL BEARINGS REFER TO THE CENTERLINE OF NAPOLEON RD. T-3-S, R-8-E AS BEING S 00°41'38" W.

YOAKAM SURVEYING 9425 Sugar Creek Rd. Hiram, Ohio 45830 Leland D. Yoakam, P.S. 7676 Phone (419) 643-2805	CLIENT: GOLF AT SUGAR CREEK COUNTY: ALLEN TOWNSHIP: JACKSON & RICHLAND SURVEYED BY: L.D.Y. SHEET: 1 OF 3 SCALE: 1"=200' DATE: 1/13/01
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**YOAKAM
SURVEYING**

**9425 Sugar Creek Road
Harrod, Ohio 45850**

Leland D. Yoakam, P.S. # 7676
Phone (419) 643-2805

CLIENT: GOLF AT SUGAR CREEK
COUNTY: ALLEN TWP.: 2-S & 3-S
TOWNSHIP: RICHLAND & JACKSON RANGE: 8-E
SECTION: 6 & 31 LOT NO.:
SURVEYED BY: L D Y DATE: 01/28/01
SHEET 2 of 3 SCALE:

The following described parcel of land is situated in the Southwest and Southeast quarters of Section 31, Township 2 South, Range 8 East, Richland Township and the Northeast quarter of Section 6, Township 3 South, Range 8 East, Jackson Township, Allen County, Ohio, being all of parcel 28-3100-04-007.000 and part of parcels 28-3100-04-008.000, 38-0600-01-002.000, and 38-0600-01-001.000 and is more particularly described as follows:

Commencing at a railroad spike (found) marking the Northeast corner of the Northeast quarter of Section 6, Jackson Township, also being the centerline of Napoleon Road and the PLACE OF BEGINNING for the parcel to be described;
thence with the centerline of Napoleon Road, S 00° 41' 38" W a distance of 882.40 feet to a P K nail (set) in the center of a bridge over Sugar Creek;
thence with the centerline of Sugar Creek and the North line of lands owned by Golf At Sugar Creek as described in Deed Volume 840 Page 503, the following courses;
N 70° 52' 15" W a distance of 215.65 feet;
N 29° 36' 03" W a distance of 35.47 feet;
N 20° 40' 52" E a distance of 53.40 feet;
N 62° 34' 58" W a distance of 138.52 feet;
N 49° 09' 16" W a distance of 153.27 feet;
N 65° 17' 09" W a distance of 169.39 feet;
N 54° 38' 08" W a distance of 149.90 feet;
N 68° 29' 41" W a distance of 137.23 feet;
S 80° 01' 14" W a distance of 130.21 feet;
N 72° 50' 44" W a distance of 207.43 feet;
N 58° 33' 00" W a distance of 173.72 feet;
S 72° 43' 20" W a distance of 198.69 feet;
N 79° 01' 58" W a distance of 213.20 feet;
S 88° 58' 32" W a distance of 181.22 feet;
N 84° 40' 56" W a distance of 192.44 feet;
S 82° 00' 28" W a distance of 169.17 feet;
N 87° 45' 53" W a distance of 257.35 feet;
N 69° 27' 48" W a distance of 79.33 feet;
N 28° 24' 50" W a distance of 123.07 feet to a point where the centerline of said creek intersects the West line of the Northeast quarter of Section 6;
thence with said West line N 00° 29' 41" E a distance of 65.37 feet to an iron pipe (found) at the Northwest corner of the Northeast quarter of Section 6;
thence with the Township line common to Jackson and Richland Townships S 89° 09' 34" W a distance of 1,270.91 feet to an iron pin (found) in the center of a creek just Southeasterly from its confluence with Sugar Creek, also being the Southwest corner of the Southeast quarter of the Southwest quarter of Section 31, Richland Township;
thence N 00° 10' 15" W a distance of 94.10 feet to an iron pipe (found);
thence N 45° 46' 15" W a distance of 60.00 feet to a P K nail (set) in the centerline of Dixie Highway;
thence with the centerline of Dixie Highway N 44° 12' 20" E a distance of 1,614.07 feet to a P K nail (found);
thence continuing with said centerline N 45° 24' 47" E a distance of 285.01 feet to a P K nail (found) in the West line of the Southeast quarter of Section 31;
thence with said West line S 00° 41' 04" E a distance of 154.24 feet to an iron pin (found) at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 31, passing at 43.26 feet an iron pin (set);
thence with the North line of the South half of said Southeast quarter and the South line of lands owned by Don E. Cain as described in Deed Volume 751 Page 358, N 89° 05' 15" E a distance of 2,646.68 feet to a P K nail (set) at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 31 and the centerline of Napoleon Road, passing at 2,616.68 feet an iron pin (set);
thence with the centerline of Napoleon Road S 00° 08' 40" E a distance of 1,064.55 feet to a P K nail (set);
thence S 88° 56' 06" W a distance of 241.00 feet to an iron pin (set), passing at 30.00 feet an iron pin (set);

thence S 00° 08' 40" E a distance of 252.07 feet to an iron pin (set) in the South line of the Southeast quarter of Section 31;
thence with said South line N 88° 56' 06" E a distance of 234.40 feet to the PLACE OF BEGINNING, passing at 211.00 feet an iron pin (set). This tract of land contains 125.118 acres, more or less, subject to all legal highways and easements of record; This description is based on an actual field survey performed in January, 2001 and was prepared by Leland D. Yoakam L.S. # 7676. All markers are accurate as to material and location and are in place. All bearings refer to the centerline of Napoleon Road and the East line of Section 6, Jackson Township, as being S 00° 41' 38" W
Prior Deed: Deed Volume 657 Page 632

REVIEWED BY:
Tom Pisan
MICHAEL L. HOWBERT, P.S.
ALLEN COUNTY ENGINEER'S
DATE: *02-02-01*



Leland D. Yoakam 1-29-01
Leland D. Yoakam, Reg. Sur. #7676

STANDARD FORM NO. 106

223038

OIL AND GAS LEASE

Agreement: Made and entered into the 11 day of June 1944 by and between Richard L. Pickett, Darius G. Pickett, and George W. Pickett hereinafter called lessor (whether one or more), and Continental Oil Company hereinafter called lessee.

Witnesseth: That the said lessor, for and in consideration of 7.00 Dollar cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the Township of Clinton County of Missouri State of Missouri, described as follows, to wit:

Section 24
North of East 1/2 of Sec 24
South of R 1/2
East of Sec 24
1/2 N 1/2 of NE 1/4

of Section 24, Township 3, Range 1, and containing 80 acres, more or less.

It is agreed that this lease shall remain in force for a primary term of 5 years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lessee shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessor covenants and agrees:

- 1st. To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
- 2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used on the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas. Where such gas is not sold or used for a period of nine (9) months lessee shall pay or tender as royalty an amount equal to the yearly duty rental as provided by the provisions of this lease, payable annually at the end of each year during which such gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof. Lessor is to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making his or her own connections with the well at lessor's own risk and expense.
- 3rd. To pay lessor for gas produced from any well and used on the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate of the month of the well.

If no well be commenced on said land on or before the 15 day of Sept 1946, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the First National Bank of Kansas City, Mo. Bank of Kansas City, Mo. or its successors, which shall continue as the depository

regardless of changes in ownership of said land, the sum of Eighty and no dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee and the depositing of such currency, draft or check in any postoffice, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein covers not only the privilege granted to the date when said first rental is payable as aforesaid but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinabove provided. And it is agreed that on the resumption of the payments of rentals as above provided, the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals therein provided for shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased, it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto and to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment of a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereinafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be operative as to such portion as consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

Lessee warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded, and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

IN TESTIMONY WHEREOF WE SIGN, This _____ day of _____ 19____

Witness: _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF _____ COUNTY OF _____ SE

ACKNOWLEDGMENT TO THE LEASE

On this _____ day of _____ A. D. 19____ before me, the undersigned a Notary Public in and for said county of the State aforesaid, personally appeared _____

to me known as the person who executed the foregoing instrument and acknowledged that she had executed the same as _____ free and clear.

Notary Public _____ County _____ My Commission Expires _____

293038
 OIL AND GAS LEASE

FROM TO

Deed to State of Texas
 To: _____
 From: _____
 County: _____

This instrument was filed for record on 11-19-55

of _____ and duly recorded in Book _____ Page _____ of the records of this office.

Remainder of lease

By: _____ Notary Public

When Recorded _____

EXEMPT FROM RECORDING ACT

STANDARD OIL COMPANY

223040 OIL AND GAS LEASE

Agreement: Made and entered into the 22 day of May 1964 by and between JACK F. DALLY and BARBARA L. DALLY hereinafter called lessor (whether one or more), and STANDARD OIL COMPANY hereinafter called lessee;

Witnesseth: That the said lessor, for and in consideration of 5000.00 Dollars cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying of pipe lines, and of building tanks, power stations, and structures thereon to produce, save and take care of said products all that certain tract of land situate in the Township of Willsboro County of Albany State of N.Y. described as follows, to wit:

589 sq. ft. of lot 22 of the 1st 500 sq. ft. of 1968

of Section 5 Township 10 Range 10 and containing 5 acres, more or less.

It is agreed that this lease shall remain in force for a primary term of 5 years from this date and if lessee shall commence to drill within said primary term or any extension thereof, the said lease shall have the right to continue drilling to completion with reasonable diligence and said term shall extend as long thereafter as oil and gas, or either of them, is produced by lessee from said land or from a communitized unit as hereinafter provided.

In consideration of the premises the lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, into tank cars, or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all produced and saved from the leased premises.

2nd. To pay lessor one eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas only is found, while the same is being used on the premises, and if used in the manufacture of gasoline a royalty of one eighth (1/8), payable monthly at the prevailing market rate for gas. Where such gas is not sold or used for a period of one year, lessee shall pay or tender as royalty an amount equal to the yearly delay rental as provided by the provisions of this lease, payable annually at the end of each year during which such gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a pending property under the above paragraph setting forth the primary term hereof. Lessor is to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling on said land during the same time, by making lessee's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any well and used on the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, payable monthly at the prevailing market rate at the mouth of the well.

If no well be commenced on said land on or before the 1st day of July 1964, this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or the lessor's credit in the Bank of Albany or its successors, which shall continue as the depository

regardless of changes in ownership of said land, the sum of 5000.00 dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessee and the depositing of such currency, draft or check in any postoffice, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers and only the privilege granted to the date when said first rental is payable as aforesaid but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payments of rentals in the same amount and in the same manner as hereinabove provided. And it is agreed that on the resumption of the payments of rentals as above provided the last preceding paragraph hereof governing the payment of rentals and the effect thereof shall continue in force as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire undivided fee simple estate therein, then the royalties and rentals therein provided for shall be paid the lessor only in the proportion which lessor's interest bears to the whole undivided fee.

Lessor shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation therein except water from the wells of lessor. When requested by lessor, lessor shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without written consent of lessor. Lessee shall pay for damages caused by lessee's operations on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by the lessor within the limits of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with the effect as though incorporated herein at length.

If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of a true copy thereof, and it is hereby agreed that in the event this lease shall be assigned or affected by the death of either party hereto, the assignee or assignees of such party or parties shall not be liable for or effect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of One Hundred Dollars (\$100.00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises, notwithstanding shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereinafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be inoperative as to such portions consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or revolving tanks.

Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to defend for lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said rights of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county if lease is recorded; and if surrendered only as to a part of the same, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

IN TESTIMONY WHEREOF WE SIGN THIS _____ Day of _____ 19____

Witness: _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF _____ COUNTY OF _____

ACKNOWLEDGMENT TO THE LEASE

On this _____ day of _____ 19____ before me the undersigned a Notary Public in and for said county, in the State of said _____ and the undersigned lessors the premises herein described, insofar as said rights of dower and homestead may in any way affect the purposes for which this lease is made as recited herein, to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same.

My Commission Expires _____

THIS INSTRUMENT

223040

OIL AND GAS LEASE

FROM _____ TO _____

Date _____ State of _____ No. _____

The foregoing was filed for record on _____ at _____ by _____

Notary Public _____

EASEMENT FOR COUNTY ROAD PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

That Harold C. Winkelman and Ruth L. Fritschi
5511 N. Napoleon RoadLima, Ohio 45807

The Grantors, for and in consideration of the sum of Three hundred twenty-four and zero hundredths Dollars (\$ 324.00) and for other good and valuable consideration to them paid by Allen County, State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right-of-way for public County Road Purposes, in, upon and over the lands hereinafter as follows:

PARCEL NO. 38-0600-01-001

Being a parcel of land of the Harold C. Winkelman and Ruth L. Fritschi property (Deed Record Book 657, Page 632) located in the Northeast Quarter of the Northeast Quarter, Section 6, T3 S, R8 E, Jackson Township, Allen County, Ohio, and lying on the west side of the centerline of a survey made by the County Engineer and being located within the following described points: Commencing at a railroad spike found at the Southeast corner of the Northeast Quarter (¼) of the Northeast Quarter (¼) of Section six (6); Township three (3) South; Range eight (8) East; Jackson Township; Allen County, Ohio.

1. Thence North zero degrees zero minutes zero seconds East (N00°-00'-00"E) with the east line of the said Northeast Quarter (¼) of Section six (6) also being the centerline of Napoleon Road, two hundred seventy-one and fifty-five hundredths (271.55) feet to the PLACE OF BEGINNING.
2. Thence continue North zero degrees zero minutes zero seconds East (N00°-00'-00"E) with the east line of the said Northeast Quarter (¼) of Section six (6), six hundred twenty-five and zero hundredths (625.00) feet.
3. Thence North ninety degrees zero minutes zero seconds West (N90°-00'-00"W), perpendicular to the east line of the said Northeast Quarter (¼) of Section six (6), thirty and zero hundredths (30.00) feet to the existing west right-of-way line of Napoleon Road.
4. Thence South three degrees forty-eight minutes, fifty-one seconds West (S03°-48'-51"W) with the west right-of-way line of Napoleon Road, seventy-five and seventeen hundredths (75.17) feet.
5. Thence South zero degrees zero minutes zero seconds West (S00°-00'-00"W) with the west right-of-way line of Napoleon Road, said line being parallel with and thirty-five and zero hundredths (35.00) feet west of the east line of the said Northeast Quarter (¼) of Section six (6), one hundred and zero hundredths (100.00) feet.
6. Thence South five degrees forty-two minutes thirty-eight seconds West (S05°-42'-38"W) with the west right-of-way line of Napoleon Road, fifty and twenty-five hundredths (50.25) feet.
7. Thence South zero degrees zero minutes zero seconds West (S00°-00'-00"W) with the west right-of-way line of Napoleon Road, said line being parallel with and forty and zero hundredths (40.00) feet west of the east line of the said Northeast Quarter (¼) of Section six (6), three hundred twenty-five and zero hundredths (325.00) feet.
8. Thence South seven degrees thirty-five minutes forty-one seconds East (S07°-35'-41"E) with the west right-of-way line of Napoleon Road, seventy-five and sixty-six hundredths (75.66) feet to the existing west right-of-way line of Napoleon Road.
9. Thence South ninety degrees zero minutes zero seconds East (S90°-00'-00"E) perpendicular to the east line of the said Northeast Quarter (¼) of Section six (6), thirty and zero hundredths (30.00) feet to the PLACE OF BEGINNING.

It is understood that the strip of land above described contains
0.538 acres, more or less, of which the present road occupies
0.430 acres, more or less. The parcel to be acquired contains
0.108 acres, more or less.

TO HAVE AND TO HOLD said easement and right-of-way unto the Grantee, its successors and assigns forever.

And the said Grantors, for themselves and their heirs, executors, and administrators, hereby covenant with the said Grantee, its successors, and assigns that they are the true and lawful owners of said premises, and they have lawfully seized of the same in fee simple and have good right and power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Ruth L. Fritschi, wife of Ernest Fritschi, and Ernest Fritschi, husband of Ruth L. Fritschi.

hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Harold C. Winkelman and Ruth L. Fritschi and Ernest Fritschi have hereunto set their hands, the 18th day of August in the year of our Lord, one thousand nine hundred and ninety-three.

ENC. 781 PAGE 93

Signed and sealed in the presence of:

Wayne C. Gerde
Douglas S. Dyer

Harold C. Winkelman
Harold C. Winkelman
Ruth L. Fritschi
Ruth L. Fritschi
Ernest Fritschi
Ernest Fritschi

Witnesses

STATE OF OHIO)
) ss.:
ALLEN COUNTY)

Before me, a notary public in and for said County and State, personally appeared the above named Harold C. Winkelman, Ruth L. Fritschi and Ernest Fritschi, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Lima, Ohio, this 18th day of August, A. D. 1993.



This instrument prepared by:
Allen County Engineer's Office

Wayne C. Gerde
WAYNE C. GERDEMAN, Notary Public
State of Ohio
My Commission Expires, June 18, 1996.

9315431

FILED AND RECORDED
Sept 3 1993
AT 10:40 O'CLOCK AM
Book VOL. 781 PAGE 92
EDWARD P. KIRK
RECORDER, ALLEN CO., OHIO
FEE \$11.00 PAID
Recd. by Comm.

This Conveyance has been examined and the Grantor has complied with Section 319-202 of the Revised Code.
FEE \$ _____
EXEMPT
H. DEAN FRENCH, County Auditor

*Transferred Sept. 3, 1993
H. Dean French - Co. Auditor
no fee*



9403050

EASEMENT NUMBER
JOB NUMBER 1103-2314446

EASEMENT

Know all men by these presents, that

NAME Harold C. Winkelman and Ruth L. Fritschl
STREET 5511 N. Napoleon Road Rt.#3
CITY, STATE, ZIP Lima, Ohio 45807

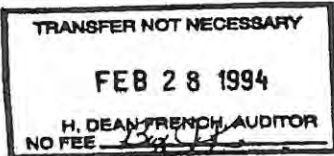
The Grantor(s)

BOOK 781 PAGE 320

In consideration of one dollar (\$1.00) and other valuable considerations received to his, her, their satisfaction from UNITED TELEPHONE COMPANY OF OHIO, the Grantor, hereby grant(s) and convey(s) unto said Grantee, an Ohio Corporation and public utility under the laws of the State of Ohio, its successors and assigns, a perpetual alienable commercial utility easement to lay, install, construct, reconstruct, erect, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its communications plant and systems including, but not limited to conduits, pedestals, poles, wires, guys, anchors, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, and appurtenances, as it may deem necessary, with the further right to permit the attachment of, and/or carry in conduit, wires, cables and associated facilities of any other company with services and extensions therefrom in, on, over, and/or under our lands, with the right of ingress to and egress from and over said premises situated in the *Type Village or City, whichever applies* ~ of N/A, Township of Jackson, County of Allen, State of Ohio, and being a part of NE 1/4 of the NE 1/4 Section(s) 6, Township 3 south, Range 8 east, Lot Number(s) Parcel # 38-0600-01-001, Parcel #2, 40 acre tract of land.

The easement herein granted shall be as noted feet in width and more fully described as follows:

Guy wire and anchor assembly to be placed within an easement being a strip of land 1' (foot) in width and lying on each side of a center line; Said center line to begin at a railroad spike found at the southeast corner of the northeast 1/4, of the northeast 1/4 of section 6; Township 3 south; Range 8 east; Jackson Township; Allen County; Also being the center line of Napoleon Road, 496 ±55' (feet) more or less to a point; Thence westerly, a distance of 40' (feet) more or less to a point on the new west right of way line of Napoleon Road; Said point also being the true point of beginning; Thence westerly a distance of 10' (feet) more or less to a point of termination.



Said easement may be further identified on exhibit(s) A attached hereto and by this reference made a part thereof.

Any damage due to construction, maintenance, or removal, of said facilities shall be paid, repaired, or restored by United Telephone Company of Ohio.

In compliance with IRS regulations Grantor(s) shall file IRS Form 1099S for this transaction.

Grantor(s) claims title to the above described property by virtue of deed recorded in Deed/Official Record Volume 657, Page 632 of the records of Allen County, Ohio.

The easement and right of way hereby granted includes the perpetual right to cut, trim, and/or otherwise control any trees and/or brush which may endanger the safety of or interfere with the construction and use of said communications plant and systems.

The Grantor(s) herein retain(s) the right to use said lands for any and all other purposes, provided that such use does not interfere with nor impair the exercise of the easement herein granted.

The undersigned Grantors hereby covenants to be the owner in fee simple of said real estate, lawfully seized thereof, with good right to grant and convey said easement herein, and that said real estate is free from all encumbrances, and that Grantors will warrant and defend the title to the said easement against all lawful claims. Grantors warrants that the above-described property as subject of said easement does not contain hazardous materials as defined by federal and state statute or regulation.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

In WITNESS WHEREOF, the said Grantor(s) hereunto set their hand(s) this 23RD day of FEBRUARY, 1994.

SIGNED IN THE PRESENCE OF:

William R. Perrin
WILLIAM R. PERRIN
C. George Volbert Jr.
C. GEORGE VOLBERT JR.

SIGNATURE OF GRANTOR(S):

Harold C. Winkelman
HAROLD C. WINKELMAN
Ruth L. Fritsch
RUTH L. FRITSCHI
Ernest Fritsch
ERNEST FRITSCHI

STATE OF OHIO
County OF ALLEN

} SS:

Before me, a Notary Public in and for said County, personally appeared the above named _____ who acknowledged that did sign the within instrument and that the same is _____ free act and deed.

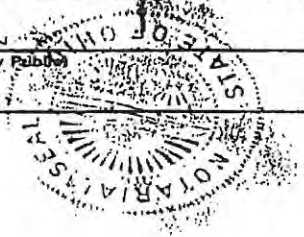
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23RD day of February, A.D., 1994

William R. Perrin
(Notary Public)

(Printed) WILLIAM R. PERRIN

My commission expires _____

WILLIAM R. PERRIN
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 01-30-98



STATE OF OHIO

County } SS:

Before me, a Notary Public in and for said County, personally appeared the above named _____

_____ who acknowledged that _____

did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ A.D., 19____

(Notary Public)

(Printed) _____

My commission expires _____, 19 ____.

STATE OF OHIO

County } SS:

Before me, a Notary Public in and for said County, personally appeared the above named _____

_____ who acknowledged that _____

did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ A.D., 19____

(Notary Public)

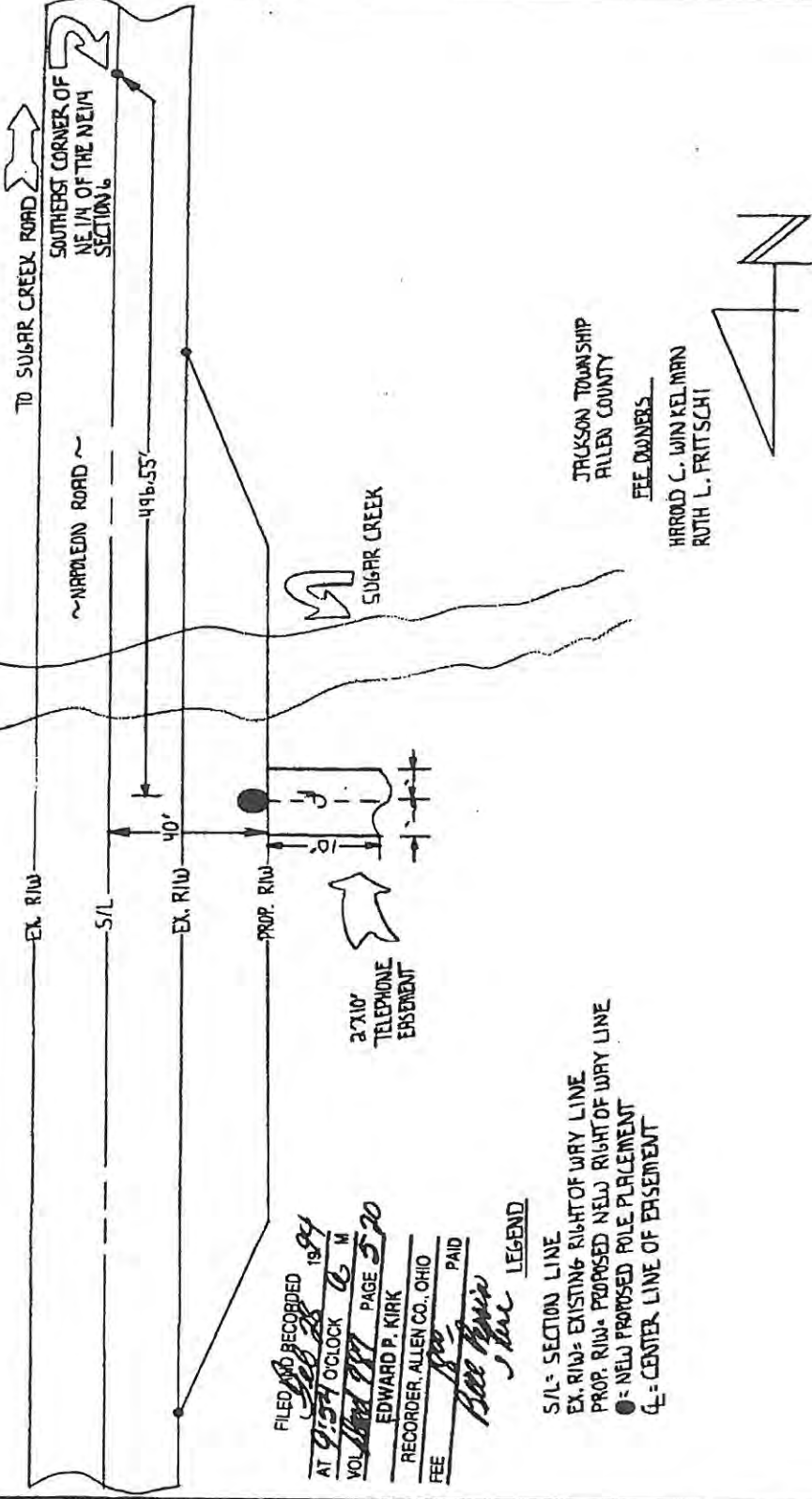
(Printed) _____

My commission expires _____, 19 ____.

ENC: 787 PAGE 521

EXHIBIT "R"

3403050



FILED AND RECORDED
 AT 9:54 O'CLOCK 1994
 VOL 187 PAGE 520
 EDWARD P. KIRK
 RECORDER, ALLEN CO., OHIO
 FEE \$100 PAID
See Perrin's LEGEND

S/L - SECTION LINE
 EX. RIW - EXISTING RIGHT OF WAY LINE
 PROP. RIW - PROPOSED NEW RIGHT OF WAY LINE
 ● - NEW PROPOSED POLE PLACEMENT
 ⊕ - CENTER LINE OF EASEMENT

REVISED	
United Telephone Company of Ohio	
TITLE: TELEPHONE EASEMENT ACROSS 40 ACRE TRACT OF LAND PARCEL # 38-0600-01-001	
OFFICE CODE 1103 - BEAVERDAM	TAX DISTRICT
DRAWN BY B. PERRIN	DATE 02-23-94 SCALE NONE
ENGINEERED BY	SHEET 1 OF 1
APPROVED BY	WORK ORDER NO. 2214446

787 522

0182

9404723



9483050

EASEMENT NUMBER
JOB NUMBER 1103-2314446

EASEMENT OF CORRECTION
EASEMENT

Know all men by these presents, that

NAME Harold C. Winkelman and Ruth L. Fritschl
STREET 5511 N. Napoleon Road Rt.#3
CITY, STATE, ZIP Lima, Ohio 45807

The Grantor(s)

REC-787-108-5282

In consideration of one dollar (\$1.00) and other valuable considerations received to his, her, their satisfaction from UNITED TELEPHONE COMPANY OF OHIO, the Grantor, hereby grant(s) and convey(s) unto said Grantee, an Ohio Corporation and public utility under the laws of the State of Ohio, its successors and assigns, a perpetual assignable commercial utility easement to lay, install, construct, reconstruct, erect, repair, supplement, maintain, operate, and/or remove, at any time or times hereafter, its communications plant and systems including, but not limited to conduits, pedestals, poles, wires, guys, anchors, cables, fixtures, surface monuments, manholes, associated pad or pole mounted electronic equipment and cabinetry, and appurtenances, as it may deem necessary, with the further right to permit the attachment of, and/or carry in conduit, wires, cables and associated facilities of any other company with services and extensions therefrom in, on, over, and/or under our lands, with the right of ingress to and egress from and over said premises situated in the *Type Village or City, whichever applies* - of N/A, Township of Jackson, County of Allen, State of Ohio, and being a part of NE 1/4 of the NE 1/4 Section(s) 6, Township 3 south, Range 8 east, Lot Number(s) Parcel # 33-0600-01-001, Parcel #2, 40 acre tract of land.

REC-788-111-442

The easement herein granted shall be as noted feet in width and more fully described as follows:

Guy wire and anchor assembly to be placed within an easement being a strip of land 1' (foot) in width and lying on each side of a center line; Said center line to begin at a railroad spike found at the southeast corner of the northeast 1/4, of the northeast 1/4 of section 8; Township 3 south; Range 8 east; Jackson Township; Allen County; Also being the center line of Napoleon Road, 22.655' (feet) more or less to a point; Thence westerly, a distance of 40' (feet) more or less to a point on the new west right of way line of Napoleon Road; Said point also being the true point of beginning; Thence westerly a distance of 10' (feet) more or less to a point of termination.

TRANSFER NOT NECESSARY
FEB 28 1994
H. DEAN FRENCH, AUDITOR
NO FEE

TRANSFER NOT NECESSARY
MAR 25 1994
H. DEAN FRENCH, AUDITOR
NO FEE

Said easement may be further identified on exhibit(s) A attached hereto and by this reference made a part thereof.

Any damage due to construction, maintenance, or removal, of said facilities shall be paid, repaired, or restored by United Telephone Company of Ohio.

In compliance with IRS regulations Grantor(s) shall file IRS Form 1099S for this transaction.

Grantor(s) claims title to the above described property by virtue of deed recorded in Deed/Official Record Volume 657, Page 632 of the records of Allen County, Ohio.

The easement and right of way hereby granted includes the perpetual right to cut, trim, and/or otherwise control any trees and/or brush which may endanger the safety of or interfere with the construction and use of said communications plant and systems.

The Grantor(s) herein retain(s) the right to use said lands for any and all other purposes, provided that such use does not interfere with nor impair the exercise of the easement herein granted.

The undersigned Grantors hereby covenants to be the owner in fee simple of said real estate, lawfully seized thereof, with good right to grant and convey said easement herein, and that said real estate is free from all encumbrances, and that Grantors will warrant and defend the title to the said easement against all lawful claims. Grantors warrants that the above-described property as subject of said easement does not contain hazardous materials as defined by federal and state statute or regulation.

It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

In WITNESS WHEREOF, the said Grantor(s) hereunto set their hand(s) this 23RD day of FEBRUARY, 1944.

SIGNED IN THE PRESENCE OF:

William R. Perrin
WILLIAM R. PERRIN
C. George Volbert Jr.
C. GEORGE VOLBERT JR.

SIGNATURE OF GRANTOR(S):

Harold C. Winkelman
HAROLD C. WINKELMAN
Ruth L. Fritsch
RUTH L. FRITSCHI
Ernest Fritsch
ERNEST FRITSCHI

121
128
125

STATE OF OHIO } SS:
County OF ALLEN

Before me, a Notary Public in and for said County, personally appeared the above named _____ who acknowledged that
did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23RD day of February, A.D., 1944

William R. Perrin
(Notary Public)

(Printed) WILLIAM R. PERRIN

My commission expires _____

WILLIAM R. PERRIN
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 01-30-98



STATE OF OHIO } SS:
County _____

Before me, a Notary Public in and for said County, personally appeared the above named _____ who acknowledged that

did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ A.D., 19____

(Notary Public)
(Printed) _____

My commission expires _____, 19____.

STATE OF OHIO } SS:
County _____

Before me, a Notary Public in and for said County, personally appeared the above named _____ who acknowledged that

did sign the within instrument and that the same is _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ A.D., 19____

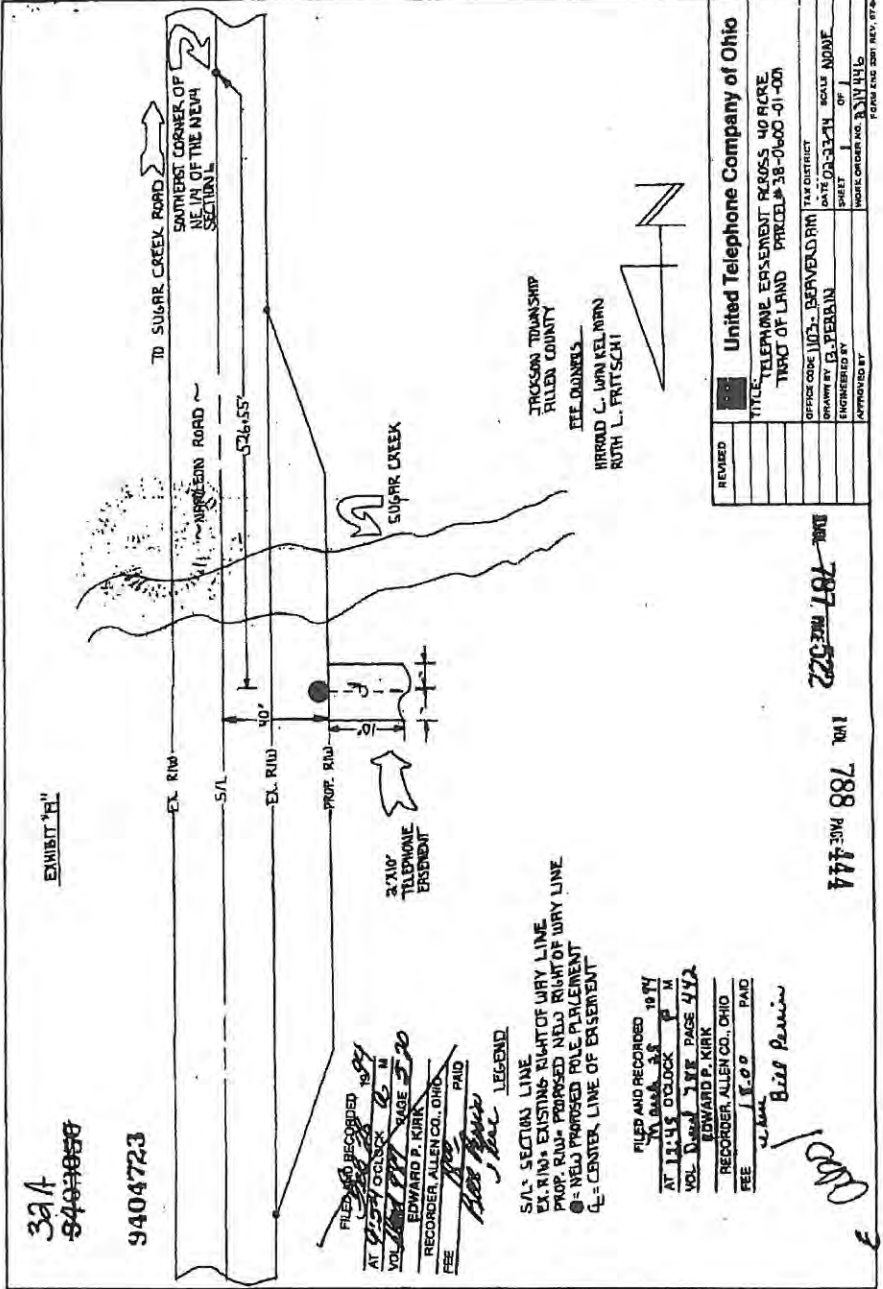
(Notary Public)
(Printed) _____

My commission expires _____, 19____.

This instrument prepared by UNITED TELEPHONE COMPANY LEGAL DEPARTMENT

BOOK 787 PAGE 524
FEB 23 1944
FEB 23 1944

VOL 788 80 444



39A
840#056
9404723

FILED AND RECORDED
AT 11:45 O'CLOCK
VOLUME 788 PAGE 444
EDWARD P. KIRK
RECORDER, ALLEN CO., OHIO
FEE PAID
Bill Penning

LEGEND
S/L - SECTION LINE
EX. R/W - EXISTING RIGHT OF WAY LINE
PROP. R/W - PROPOSED NEW RIGHT OF WAY LINE
@ - NEW PROPOSED POLE PLACEMENT
CL - CENTER LINE OF EASEMENT

FILED AND RECORDED
IN BOOK 38
AT 11:45 O'CLOCK P. M.
VOLUME 788 PAGE 444
EDWARD P. KIRK
RECORDER, ALLEN CO., OHIO
FEE PAID
Bill Penning

TROCKMAN TOWNSHIP
HULLEN COUNTY
SEE OWNERS
HAROLD C. WAIN KELMANN
RUTH L. FRITSCHI

RECORDED	UNITED TELEPHONE COMPANY OF OHIO
TITLE	TELEPHONE EASEMENT ACROSS 40 ACRES TRACT OF LAND PARCEL # 38-0600-01-001
OFFICE CODE	1103 - DEARFIELD BRN
TAX DISTRICT	
DATE	03-22-74
SCALE	NONE
DRAWN BY	E. PIERBARI
ENGINEERED BY	
APPROVED BY	
WORK ORDER NO.	331446

DATE 787 REC 522
VOL 788 PAGE 444

200515031

PARTIAL RELEASE OF EASEMENT & AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that BUCKEYE PIPE LINE COMPANY, L.P., a Delaware limited partnership, having an office at 940 Buckeye Road, P.O. Box 90, Lima, Ohio 45802-0090, hereinafter referred to as "Grantor," for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration received to its fullest satisfaction from GOLF AT SUGAR CREEK PROPERTIES, an Ohio limited liability company, with a tax mailing address of 6245 Sugar Creek Road, Lima, Ohio 45807, hereinafter referred to as "Grantee," does hereby quitclaim, release, and surrender unto said Grantee, its successors and assigns, all of Grantor's easement rights, title, and interest in and to those certain lands situated in Richland and Jackson Townships, Allen County, Ohio, hereinafter the "Premises," as described in that certain Warranty Deed dated December 19, 2002, unto Grantee recorded at Deed Volume 905, Page 424, Allen County, Ohio records.

It is the intent and purpose of this instrument to quitclaim, release, and surrender the Premises from the lien and operation of those certain pipeline easements and right of way grants dated and recorded as follows:

<u>To (Original Grantee)</u>	<u>Dated</u>	<u>Recorded (Allen Co., OH)</u>
The Connecting Pipe Line Co.	6/24/1891	L.V. 10, Pg. 338
The Buckeye Pipe Line Co.	11/28/1904	D.V. 108, Pg. 533
The Buckeye Pipe Line Co.	5/20/1908	D.V. 118, Pg. 540
The Buckeye Pipe Line Co.	6/21/1940	D.V. 239, Pg. 381,

said easements and right of way grants having been acquired by Grantor herein by mesne conveyances; WITHOUT, HOWEVER, affecting in any manner the lien and operation of said easements and right of way grants upon the remainder of the premises therein

TRANSFER NOT NECESSARY

AUG 25 2005

Ben E. Dispanibout, Allen County Auditor
NO FEE 45226

REC-0946 REC327

described, if any, as to which said easements and right of way grants shall remain in full force and effect.

Grantor hereby EXCEPTS AND RESERVES for itself, its successors and assigns, on, over, through, in, and across the Premises a permanent easement and right of way of varying width, hereinafter the "Easement Strip" as more fully described as "Easement Description: Buckeye Pipe Line Easement through Richland Township Lands" dated July 20, 2005, signed and sealed by Michael G. Buettner, P.S. No. 6881, of Kohli & Kallher Associates, Inc., and contained on Exhibit "A" and shown on Exhibit "B," attached hereto and made a part hereof, for the purpose of constructing, operating, maintaining, replacing, and, from time to time altering, repairing, and removing Grantor's pipelines or future pipelines, hereinafter the "Pipelines," including underground appurtenances and aboveground pipeline location markers within the Easement Strip containing Grantor's Pipelines as now laid on, over, through, in, and across said Premises, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS by the most convenient means or as directed by Grantor to the Easement Strip excepted and reserved herein.

Grantor hereby confirms and acknowledges the validity of the Easement Strip and the location thereof on and through the Premises to be used to reconstruct, operate, maintain, replace, and from time to time, alter, repair, or remove the Pipelines, underground appurtenances, and aboveground pipeline location markers, located within said Easement Strip.

WD 0916 REC 328

As part of the consideration for this partial release, Grantee covenants and agrees, for itself, its successors and assigns, with Grantor, its successors and assigns as follows:

- (a) Not to place, erect, or permit the placement of any buildings, structures, objects, improvements, obstructions, or material of any kind (including, but not limited to, trees, shrubs, bodies of water, fences, swimming pools, or waste disposal systems) over, under, or upon the Easement Strip hereinabove reserved by Grantor or use the Easement Strip, or any part thereof, in any way which will interfere with Grantor's immediate and/or unimpeded access to the Pipelines or otherwise interfere with Grantor's proper and safe use, operation, enjoyment, and lawful exercise of any of the rights herein granted or confirmed without the prior written consent of Grantor, as outlined in Grantor's Right-of-Way Use Restrictions Specification, Revision 1, in possession of the parties hereto and incorporated herein by reference;
- (b) Not to excavate within or remove any fill dirt from the Easement Strip or deposit any fill or other material of any kind thereon without the prior written consent of Grantor;
- (c) Grantor shall have the right, but not the obligation, at Grantor's sole cost and expense, to keep the Easement Strip clear of trees or overhanging limbs which have grown or encroached thereon, undergrowth, brush, ornamental or other vegetation, as necessary for the use and maintenance of the Easement Strip, and as required by state and federal rules and regulations. Grantor shall not be liable for damages to any trees, tree limbs, undergrowth, brush, ornamental or other vegetation upon the Easement Strip during the exercise of any of the rights herein granted or confirmed.

Except as set forth herein, nothing contained in this Agreement shall in any way alter, modify, change, or disturb the rights of Grantor as originally conveyed by the easements dated 6/24/1891, 11/28/1904, 5/20/1908, 6/21/1940, recorded as hereinbefore set forth in and to: (a) the Easement Strip excepted and reserved as hereinabove provided and (b) the remaining property, if any, encumbered by said easements and not hereby otherwise quitclaimed, released, and surrendered.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, including any persons or entity claiming under or

REC-0946 MAR 29

through Grantee, or at any time owning, occupying or using said Premises or any part thereof.

By acceptance of this Agreement, Grantee agrees to disclose the existence of the Easement Strip and provide a copy of this Agreement, along with its Exhibits "A" and "B," to any successor or assign at closing of sale of the Premises in whole, or any portion thereof, containing the Easement Strip. Upon completion of any such sale by the Grantee herein, Grantee's responsibility for this disclosure shall terminate with respect to the portion sold, and thereafter the successor or assign thereto shall be responsible for full disclosure in the event the property is sold at any time in the future.

Grantee herein represents and warrants to Grantor that the Grantee is the owner of record of the Premises described herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 21st day of August, 2005.

WITNESSES:

GRANTOR

BUCKEYE PIPE LINE COMPANY, L.P.
By Buckeye GP LLC
Its Sole General Partner

Stephen C. Mutter
Print: Stephen C. Mutter
Jedie Burke
Print: Jedie Burke

Stephen C. Mutter
By Stephen C. Mutter, Sr. Vice President,
Administration, and General Counsel

REC-946 MAR 30

GRANTEE

GOLF AT SUGAR CREEK
An Ohio Limited Liability Company

Derek A. Younkman
Print: ~~Derek A. Younkman~~
Michelle L. Girard
Print: Michelle L. Girard

By *Wesley T. Runk, Mgr.*
Wesley T. Runk, Manager

Derek A. Younkman
Print: ~~Derek A. Younkman~~
Michelle L. Girard
Print: Michelle L. Girard

By *Robert Keller, Mgr.*
Robert Keller, Manager

Derek A. Younkman
Print: ~~Derek A. Younkman~~
Michelle L. Girard
Print: Michelle L. Girard

By *John Duncan, Mgr.*
John Duncan, Manager

Derek A. Younkman
Print: ~~Derek A. Younkman~~
Michelle L. Girard
Print: Michelle L. Girard

By *James F. Blair, Mgr.*
James F. Blair, Manager

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF DELAWARE)

SS:

On this 24th day of August, 2005, the above-named Stephen C. Muther, Sr. Vice President, Administration, General Counsel, and Secretary, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed of Buckeye GP LLC, a Delaware limited liability company, acting as sole general partner for an on behalf of Buckeye Pipe Company, L.P., a Delaware limited partnership.

My Commission Expires:

Kimberly C. Moger
Notary Public



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Kimberly C. Moger, Notary Public
Fushtov Twp., Delaware County
My Commission Expires Apr. 7, 2009
Member, Pennsylvania Association of Notaries

YME 0946 MAR 31

STATE OF OHIO)
)
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared the above-named, GOLF AT SUGAR CREEK, a Limited Liability Company, by Wesley T. Runk, Robert Keller, John Duncan and James F. Blair, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Allen County, Ohio this 17th day of August, 2005.

NO 0916 PM 332

Derek A. Younkman
Notary Public
DEREK A. YOUNKMAN

THIS INSTRUMENT PREPARED BY:

Stephen C. Muther, Esq.
Buckeye Pipe Line Co., L.P.
P.O. Box 90
Lima, OH 45802-0090

ATTORNEY AT LAW
STATE OF OHIO
NOTARY PUBLIC
NON EXPIRING COMMISSION



EASEMENT DESCRIPTION

Buckeye Pipe Line Easement through Richland Township lands

A strip of land, variable in width, through the grantor's lands, in part of the southwest quarter of Section 31, Township-2-South, Range-8-East, Richland Township, Allen County, Ohio, described by metes and bounds as follows:

Commencing at a county monument box established at the southwest corner of the northwest quarter of Section 6 of Township-3-South, Range-8-East, Jackson Township;

thence northerly with the west line of said northwest quarter of Section 6 (legal centerline of Cool Road) at N 00°13'16"W, 964.85 feet;

thence northeasterly at N 57°53'37"E, 206.72 feet;

thence northeasterly at N 45°40'12"E, 61.94 feet to a point in the east line of the proposed first phase of lots for the Village at Sugar Creek development project (west line of golf course property);

thence northeasterly into the golf course property at N 45°40'12"E, 183.07 feet;

thence northeasterly at N 44°14'16"E, 871.70 feet;

thence northeasterly at N 39°42'29"E, 1077.11 feet to a point in the north line of said golf course property, and the POINT OF BEGINNING;

thence westerly with said north line of golf course property, which line is also the south line of said southwest quarter of Section 31 at S 89°09'34"W, 109.03 feet;

thence northeasterly into said southwest quarter of Section 31 at N 39°00'11"E, 261.13 feet;

thence northeasterly at N 46°49'51"E, 529.89 feet;

thence northeasterly at N 46°58'21"E, 418.80 feet;

thence northeasterly at N 45°45'41"E, 699.83 feet to a point in the north line of the grantor's lands;

thence easterly with the north line of the grantor's lands at N 89°05'16"E, 104.54 feet;

thence southwesterly into the grantor's lands at S 45°54'49"W, 703.72 feet;

thence southwesterly at S 46°33'11"W, 452.00 feet;

thence southwesterly at S 46°02'12"W, 447.33 feet;

thence southwesterly at S 39°42'29"W, 243.13 feet to the POINT OF BEGINNING;

1110946 PAGE 333

EXHIBIT "A"

Pg. 1 of 2

d:\s3000\mgb_12\golf\p13.doc

Sheet 2 of 2

This easement contains an area of 3.240 acres, subject to any other legal easements or restrictions of record.

This description is based on surveying work performed by Kohli & Kalher Associates, Inc., and completed April 17, 2003. No new field work has been performed for this description. Bearings are based on an assumed cardinal direction for a traverse line between found points at Cool Road.

Michael G. Bluetner
Ohio Registered Surveyor No. 6881

(SEAL)


JUL 20 2005



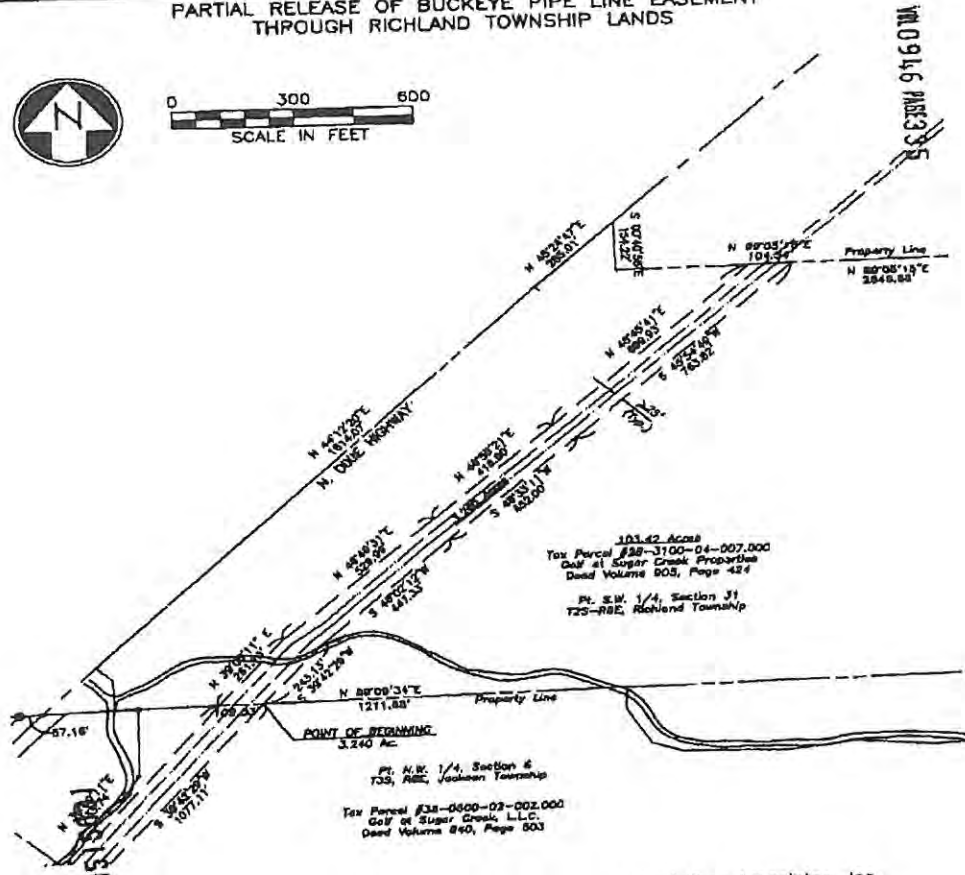
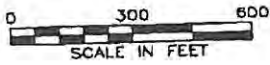
0946 HMC34

EXHIBIT "A"

Pg. 2 of 2

 KOHLI & KALINER ASSOCIATES, INC. ENGINEERS AND SURVEYORS 2344 Belden Ridge Avenue, Lima, Ohio 45801 419-227-1133	CLIENT	Golf of Sugar Creek	
	COUNTY	Allen	TOWNSHIP Richland
	SECTION	Pt. SW 1/4, Sec. 31	
	SUBDIVISION	T-2-S, R-8-E	
	DATE	7-28-2005	DRAWN BY

**PARTIAL RELEASE OF BUCKEYE PIPE LINE EASEMENT
THROUGH RICHLAND TOWNSHIP LANDS**



103.42 Acres
 Tax Parcel #28-3100-04-007.000
 Golf of Sugar Creek Properties
 Deed Volume 803, Page 434
 Pt. S.W. 1/4, Section 31
 T2S-R8E, Richland Township

Pt. S.W. 1/4, Section 6
 T2S, R8E, Jackson Township
 Tax Parcel #38-0600-03-002.000
 Golf of Sugar Creek, L.L.C.
 Deed Volume 840, Page 603

This drawing is based on surveying work performed by Kohli & Kaliner Associates, Inc., thru July 25, 2005. Bearings are based on an assumed cardinal direction for a traverse line between found points on ~~found~~ **RECORDED**

RECORDED
 Aug 25 2005
 AT 10:17 O'CLOCK A.M.
 VOL. 946 PAGE 327
 MONA S. LOSH
 RECORDER, ALLEN CO., OHIO
 FEE \$200



Michael G. Buettner
 Michael G. Buettner, R.S. #6881

JUL 26 2005

EXHIBIT
 Lmoch 458020090