

ATTORNEY'S CERTIFICATE OF TITLE

To: Halderman Real Estate & Farm Management

The undersigned hereby certifies that she has made a thorough examination of the records of Preble County, Ohio, for Tract 1 since February 2, 1956 at 11:47 a.m. for 60.605 acres located in the Section 5, Washington Township, Preble County, Ohio; for Tract 2, Tract 3, and Tract 4 since February 6, 1961 at 11:55 a.m. for 65.284 acres located in the Southeast Quarter, Section 5, Washington Township, Preble County, Ohio; as disclosed by the public indexes in accordance with the Ohio Marketable Title Act, relating to premises hereinafter described.

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

The undersigned further certifies that, in her opinion, based upon said records, the fee simple title to said Tract 1 (60.605 acres) premises is vested of record in **Lois M. Garber, Trustee of the Lois M. Garber Trust Agreement Dated October 2, 1991, as amended**, by a General Warranty Deed from Lois M. Garber, a widowed and unremarried individual, dated 4/13/2015, filed 4/13/2015 at 1:36 p.m., and recorded in Official Records Volume 349, Page 608, Recorder's Office, Preble County, Ohio; and that as appears from said records, the title is marketable and free from encumbrances except and subject to the matters set forth herein below, exclusive.

The undersigned further certifies that, in her opinion, based upon said records, the fee simple title to said Tract 2 (65.284 acres), and Tract 4 (13.477 acres) premises is vested of record in **Lois M. Garber, Trustee**, by a General Warranty Deed from Lois M. Garber, married, dated 1/21/1997, filed 3/25/1997 at 12:18 p.m., and recorded in Deed Record Volume 395, Page 774, Recorder's Office, Preble County, Ohio; and that as appears from said records, the title is marketable and free from encumbrances except and subject to the matters set forth herein below, exclusive.

The undersigned further certifies that, in her opinion, based upon said records, the fee simple title to said Tract 3 (29.083 acres) premises is vested of record in **Lois M. Garber, Trustee of the Lois M. Garber Revocable Trust Dated October 2, 1991, and as amended January 21, 1996**, by a Quit Claim Deed from Lois M. Garber, widowed and unremarried, dated 4/11/2011, filed 4/12/2011 at 2:05 p.m., and recorded in Official Record Volume 304, Page 2397, Recorder's Office, Preble County, Ohio; and that as appears from said records, the title is marketable and free from encumbrances except and subject to the matters set forth herein below, exclusive.

1. Taxes and assessments are carried under parcel number(s):

TRACT 1 - L39-8205-300-00-002-000 (60.605 acres) and are **paid** for the first half of the 2023 taxes, in the amount of \$1,253.73. Second half taxes for the 2023 tax year are **paid** in the amount of \$1,253.73.

TRACT 2 - L39-8205-000-00-004-000 (65.284 acres) and are **paid** for the first half of the 2023 taxes, in the amount of \$1,122.93. Second half taxes for the 2023 tax year are **paid** in the amount of \$1,122.93.

TRACT 3 - L39-8205-000-00-005-000 (29.083 acres) and are **paid** for the first half of the 2023 taxes, in the amount of \$2,352.77, which includes \$2.50 for 911 assessment number 17-911-00, and \$47.17 for Landfill assessment number 33-002-00. Second half taxes for the 2023 tax year are **paid** in the amount of \$2,352.77, which includes \$2.50 for 911 assessment number 17-911-00, and \$47.17 for Landfill assessment number 33-002-00.

TRACT 4 - L39-8204-300-00-002-000 (13.477 acres) and are **paid** for the first half of the 2023 taxes, in the amount of \$201.07. Second half taxes for the 2023 tax year are **paid** in the amount of \$201.07.

Subject to taxes and assessments for the year 2024, payable in 2025, which are undetermined and not yet payable, but a lien against the premises. Subject to taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including any retroactive increases in taxes or assessments resulting from a retroactive increase in the valuation of the land by the State, County, Municipality, Township or other taxing authority. Taxes are figured at CAUV rates and if the land is taken out of agricultural use there arises a charge levied upon said land in an amount equal to the tax savings for the three preceding tax years. The undersigned does not certify against loss or damage nor will it pay attorney's fees or costs for recoupment of taxes pursuant to RC Chapter 5713 et seq. if said land or any part thereof is or has been converted to non-agricultural use.

2. Tract 1 (60.605 acres) Oil and Gas Lease from Paul S. Garber and Lois Garber, husband and wife, to Ohio Oil & Gas Co., its successors and assigns, dated 7/21/1981, filed 8/3/1981 at 11:05 a.m. and recorded in Lease Book Volume 10, Page 157, Recorder's Office Preble County, Ohio. This lease was assigned to Jones-Kimmco Leasehold Partnership by assignment dated 12/20/1981, filed 5/20/1982 at 10:45 a.m. and recorded in Certificate of Release Volume 18, Page 776, Recorder's Office, Preble County, Ohio.
3. Tract 1 (60.605 acres) Lease from Arthur S. VanAusdal and Grace VanAusdal, husband and wife, to George E. Kreinhagen, dated 5/21/1964, filed 8/14/1964 at 10:21 a.m. and recorded in Lease Book Volume 7, Page 61, Recorder's Office, Preble County, Ohio. This lease was assigned to Investment Corporation of America of Indianapolis, Indiana, dated 5/27/1964, filed 9/9/1964 at 9:18 a.m. and recorded in Certificate of Release Volume 9, Page 481, Recorder's Office, Preble County, Ohio.
4. Tract 1 (60.605 acres) Right of Way from Arthur VanAusdal and Grace VanAusdal, to Darke Rural Electric Co-Operative, Inc., dated 6/10/1939, filed 5/24/1950 at 2:20 p.m. and recorded in Deed Record Volume 163, Page 560, Recorder's Office, Preble County, Ohio.
5. Tract 1 (60.605 acres), Tract 2 (65.284 acres), Tract 3 (29.083 acres), Tract 4 (13.477 acres) - Preble County Commission Resolution #141-24-206 designating the entirety of the unincorporated area of Washington Township as a "Restricted Area" against economically significant wind farms, large wind farms and large solar facilities. Said Resolution dated 2/21/2024, filed 2/23/2024 at 11:53 a.m. and recorded in Official Record Volume 453, Page 188, Recorder's Office, Preble County, Ohio.
6. Tract 2 (65.284 acres), Tract 3 (29.083 acres), Tract 4 (13.477 acres) - Oil and Gas Lease from Martha M. Judy, widow, to Ohio Oil & Gas Co., its successors and assigns, dated 5/6/1981, filed 7/14/1981 at 8:05 a.m. and recorded in Lease Book Volume 10, Page 63, Recorder's Office Preble County, Ohio. This lease was assigned to Jones-Kimmco Leasehold Partnership by assignment dated 9/19/1981, filed 11/5/1981 at 10:00 a.m. and recorded in Certificate of Release Volume 18, Page 582, Recorder's Office, Preble County, Ohio.
7. Tract 4 (13.477 acres) Right-of-way and Perpetual Easement for public highway and road purposes from Fannie F. Johnson, married (Life Estate), Viola Lodge Plander, married; Robert K. Lodge, married; Clarissa K. Lodge Buriff, married; remainderman, to the State of Ohio, its successors and assigns, dated 1/31/1958, filed 11/10/1958 at 10:20 a.m. and recorded in Deed Record Volume 221, Page 302, Recorder's Office, Preble County, Ohio.
8. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 USC 499 a, et seq.) or the Poultry and Stockyards Act (7 USC 181 et seq.) or under similar laws.
9. This certificate does not insure the following: (a) Riparian rights, or (b) Title to that portion of land lying beneath the high water mark of any creek/river passing through caption premises (c) Rights of all upper and lower riparian owners and the public in general in and to the waters

of Whitewater Creek passing through caption premises and the uninterrupted, natural, unpolluted flow thereof.

10. The legal description for the examined tract is stamped "Does not meet Preble County Engineering Standards. A new survey is recommended." This stamp does not mandate a new survey. The property can continue to be transferred using the current description.
11. Notwithstanding the reference to acreage or square footage in the description set forth below, this certificate does not insure nor guarantee the acreage or quantity of land set forth herein.
12. Rights of the public in and to that portion of the land lying within the bounds of any legal highway, including State Route 726, Crubaugh Road and Winnerline Road.

Said property is situated in the County of Preble, State of Ohio, and is described as follows:

Tract 1:

Situated in the Southwest Quarter of Section Five (05), Township Eight (08) North, Range Two (02) East, Washington Township, Preble County, Ohio, including part of a 43.049 acre tract described in Official Records Volume 243, Page 2532, and part of a 79.69 acre tract described in Deed Records Volume 395, Page 777, in the office of the Preble County Recorder, and being more particularly described as follows:

Beginning at a Mag Spike set over a stone at the southeast corner of said quarter, at the intersection of Winnerline Road and Spacht Road;

Thence North 89° 13' 43" West 620.42 feet along the South line of said quarter, in Winnerline Road, to a railroad spike found, witness an iron pin found North 00° 47' 03" East 20.00 feet;

Thence North 00° 46' 32" East 247.50 feet along the east line of a 2.166 acre tract described in Official Records Volume 300, Page 912, to an iron pin set;

Thence North 89° 13' 51" West 381.35 feet along the north line of said 2.166 acre tract, to an iron pin found;

Thence South 00° 46' 32" West 247.49 feet along the west line of said 2.166 acre tract, to a railroad spike found, witness an iron pin found North 00° 46' 32" East 20.00 feet;

Thence North 89° 13' 43" West 319.83 feet along the south line of said quarter, in Winnerline Road, to a railroad spike set, witness an iron pin set North 01° 11' 01" East 20.00 feet;

Thence North 01° 11' 01" East 2074.21 feet along a new division line to a "+" set on a stone, witness an iron pin set South 01° 11' 01" West 10.00 feet;

Thence South 89° 02' 26" East 1317.69 feet along the north line of said quarter to a "+" on a stone found, at the northeast corner of said quarter;

Thence South 01° 04' 33" West 2069.86 feet along the east line of said quarter, to the point of beginning, containing 60.605 acres, more or less, being 9.529 acres, more or less, from said 43.049 acre tract, and being 51.076 acres, more or less, from said 79.69 acre tract, and having 0.648 acres, more or less, in the right-of-way of Winnerline Road, and being subject to all highways and legal easements of record.

Iron pins set are 5/8 inch by 30 inch reinforcing rods, with aluminum cap stamped "Kramer, Eaton, Richmond."

Bearings are based upon the south line of the Southwest Quarter, being North 89° 13' 43" West per the State Plane Coordinate System, NAD83 (2011), Ohio South Zone.

Surveyed and prepared by Douglas E. Kramer, Professional Surveyor #6329, on January 14, 2015, as shown on Drawing C-1466 by Kramer & Associates, located at 101 North Barron Street, Eaton, Ohio.

TRACT 2:

Situated in the Southeast Quarter of Section Five (5), Township Eight (8) North, Range Two (2) East, Washington Township, Preble County, Ohio, being part of a 70.044 acre tract described in Deed Records Volume 347, Page 92, in the Office of the Preble County Recorder, and being more particularly described as follows:

Beginning at a stone found marked with a '+' at the southwest corner of said southeast quarter and in the intersection of Winnerline Road and Spacht Road; thence North 0° 00' 29" West along the west line of said quarter and along an existing fence 1589.95 feet to a point, witness a post found North 89° 34' 08" East 1.43 feet; thence North 89° 34' 08" East along the north line of said 70.044 acre tract 1641.47 feet to an iron pin found at a northwest corner of a 13.86 acre tract described in Deed Records Volume 337, Page 471; thence South 1° 38' 37" West along a west line of said 13.86 acre tract 256.93 feet to an iron pin found; thence for the following six courses along new division lines and along an existing fence; South 87° 06' 01" West 31.04 feet to a steel post found; thence South 3° 47' 25" West 45.28 feet to an iron pin set; thence South 22° 52' 34" East 223.05 feet to a post found; thence South 28° 22' 22" East 265.55 feet to a post found; thence South 29° 21' 03" West 29.79 feet to a post found; thence South 24° 37' 05" East 249.6 feet to an iron pin found at a west corner of a 25.896 acre tract described in Deed Records Volume 332, Page 544; thence South 0° 15' 07" East along a west line of said tract 596.48 feet to a spike set on the south line of said quarter and in Winnerline Road, being also the southwest corner of said 25.896 acre tract; thence South 89° 41' 35" West along said south line and along said road 1904.77 feet to the point of beginning, containing **65.284** acres, more or less, 63.972 acres exclusive of road right-of-way, being subject to legal highways and other easements of record.

Bearings for the above description are based upon the west line of said quarter (North 0° 00' 29" West) per prior survey. The above description was written and surveyed by James F. Stayton, Registered Surveyor #6739 from a survey plat made November 22, 1996.

TRACT 3:

Situated in the Southeast Quarter of Section Five (5), Township Eight (8) North, Range Two (2) East, Washington Township, Preble County, Ohio, being part of a 70.044 acre tract described in Deed Records Volume 347, Page 92, and also part of a 25.896 acre tract described in Deed Records Volume 332, Page 544 in the Office of the Preble County Records, and being more particularly described as follows:

Commencing at a stone found marked with a '+' at the northeast corner of said southeast quarter; thence South 0° 11' 05" East along the east line of said quarter 561.65 feet to a spike set in State Route 726, being the TRUE POINT OF BEGINNING for the tract herein described; thence continuing South 0° 11' 05" East along said east line 1498.99 feet to a spike set at the southeast corner of said southeast quarter and in Winnerline Road, being the southeast corner of said 70.044 acre tract; thence South 89° 41' 35" West along the south line of said quarter and along Winnerline Road 737.73 feet to a spike set at the southwest corner of said 25.896 acre tract; thence North 0° 15' 07" West along a west line of said 25.896 acre tract 596.48 feet to an iron pin found; thence for the following six courses along new division lines and along an existing fence: North 24° 37' 05" West 249.61 feet to a post found; thence North 29° 21' 03" East 29.79 feet to a post found; thence North 28° 22' 22" West 265.55 feet to a post found; thence North 22° 52' 34" West 223.05 feet to an iron pin set; thence North 3° 47' 25" East 45.28 feet to a steel post found; thence North 87° 06' 01" East 31.04 feet to an iron pin found on a south line of a 13.86 acre tract described in Deed Records Volume 337, Page 471; thence for the following four courses along the south lines of said 13.86 acre tract and along an existing fence; South 78° 21' 44" East 105.44 feet to an iron pin found; thence North 61° 11' 04" East 130.75 feet to a post found; thence North 51° 24' 43" East 304.55 feet to an iron pin found; thence North 86° 10' 15" East 480.62 feet to an iron pin found on the east edge of pavement of State Route 726; thence South 35° 24' 45" East along said

road 117.97 feet to the point of beginning, containing 29.083 acres, more or less, 28.494 acres exclusive of road right-of-way, being subject to legal highways and other easements of record.

Bearings are based upon the east line of said quarter (South 0° 11' 05" East) per this survey. The above description was written and surveyed by James F. Stayton, Registered Surveyor #6739 from a survey plat made November 22, 1996.

TRACT 4:

Situated in the Southwest Quarter of Section Four (4), Township Eight (8) North, Range Two (2) East, Washington Township, Preble County, Ohio, being the same area said to contain 16 ½ acres described in Deed Records Volume 347, Page 92, in the office of the Preble County Recorder, and being more particularly described as follows:

Commencing at a stone found marked with a '+' at the northwest corner of said southwest quarter; thence South 0° 11' 05" East along the west line of said quarter 561.65 feet to a spike set in State Route 726 and being the TRUE POINT OF BEGINNING for the tract herein described; thence South 35° 50' 41" East along said road 143.09 feet to a point of deflection in said road; thence South 26° 06' 53" East along said road 1543.58 feet to a point on the south line of said quarter and in the intersection of State Route 726 and Winnerline Road, witness a nail found North 44° 56' 43" West 2.82 feet; thence North 89° 46' 22" West along the south line of said quarter 758.40 feet to a spike set at the southwest corner of said quarter and in Winnerline Road; thence North 0° 11' 05" West along the west line of said quarter 1498.99 feet to the point of beginning, containing 13.477 acres, more or less, 12.066 acres exclusive of road right-of-way, being subject to legal highways and other easements of record.

Dated this 22nd day of August, 2024 at 7:59 a.m.

Jill E. Hittle

Jill E. Hittle, Attorney at Law
112 N. Barron Street
Eaton, OH 45320
Telephone: 937-456-4104
Fax: 937-336-5033

Form U.S. 1180

This instrument was prepared by: W.R. JONES

THIS AGREEMENT made and entered into this 2nd day of JUNE JULY A.D. 19 81 by and between
W. E. GARBER and his wife JUDY GARBER (HUSBAND & WIFE)
3001 WASHINGTON BLVD. EATON, OHIO 44130, hereinafter called the Lessor

and OHIO OIL & GAS, R.D. NO. 1, FOWLER, OHIO 44418 the Lessee

1. WITNESSETH, That the said Lessor in consideration of the sum of one dollar, the receipt of which is hereby acknowledged and of the covenants and agreements herein contained, does hereby grant unto the Lessee all of the oil and gas and/or the constituents of either in and under the lands hereinafter described, together with the exclusive rights to drill for produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to transport from across and through said lands oil and gas and their constituents from the subject and other lands and to possess, use and occupy so much of said premises as is necessary and convenient in removing or transporting across said lands the above named products by pipe lines or otherwise for a term of ten (10) years and so much longer thereafter as oil, gas or their constituents are produced in paying quantities thereon, or operations are maintained on all of that certain tract of land situated in

Sec. No. 5 Township of WASHINGTON County of PREBLE and State of OHIO bounded substantially as follows:

On the North by the lands of JUDY - BOWMAN
On the East by the lands of JUDY
On the South by the lands of FUDGE
On the West by the lands of KRAMER - LEE

containing ONE HUNDRED TWENTY SIX (126) acres, more or less, being all the land owned by Lessor in said Township, provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas or their constituents are found on said premises in paying quantities, in the judgement of the Lessee. It being understood, however, that no well shall be drilled within 2 hundred feet of the barn or dwelling on said premises without the consent of Lessor.

2. In consideration of the premises the said parties covenant and agree as follows:
Lessee to deliver to the credit of the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises. Lessor to receive the field market price per thousand cubic feet for one-eighth (1/8) of all gas marketed from said premises, and the same to be paid for on or before the 20th day of the month following in which same is marketed.

3. Lessee to commence a well on said premises within twelve months from this date or pay to Lessor ONE HUNDRED TWENTY SIX Dollars (\$ 126.00) each year, payable quarterly thereafter until said well is commenced or this lease surrendered; but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rentals for a period of one year thereafter and in no event shall the written lease expire before one year after the drilling of a dry hole regardless of the primary term provided for in the written lease. In the event gas can be produced, but due to a lack of transmission facilities or lack of refining facilities same cannot be marketed, Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph #3 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph #1 hereof. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that Lessee or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.

4. Lessee shall bury, when so requested by Lessor all pipe lines used to transport gas or oil off or across the premises and pay all damages caused by operations under this lease; said damages: if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed as foresaid, and the award to such three persons shall be final and conclusive.

5. Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described and the measurements and regulations shall be by meter and regulators set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinbefore provided by injecting, storing or holding in storage, and removing gas into, in and from any sands, strata or formations underlying the premises, and upon the giving of such notice the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well while so used; provided that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the lessor, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and for each year thereafter a rental for such well so used equivalent to first year's rental if more than \$200.00, reduced each year by the amount of \$200.00 until reduced to \$200.00, and for each year thereafter a rental of \$200.00 for such well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee for any of the gas storage purposes hereinbefore specified shall be located on the other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give like written notice to the Lessor of his intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as, but in lieu of, the delay rental hereinbefore provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon, the rental for such use shall be the land rental hereinbefore provided. All land rentals and well rentals may be paid by the Lessee in quarter-year installments.

7. The Lessor hereby grants to the Lessee the right to consolidate the leased premises or parts thereof with other lands to form an oil and gas development unit of not more than one hundred and sixty (160) acres for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the 1/8 oil and gas royalty hereinbefore provide, that proportion of such 1/8 royalty which the acreage herein leased bears to the total number of acres comprising said development unit. If said development unit shall thereafter be used for gas storage purposes the well rental or land rental hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage of said unit.

8. It is agreed that the acreage rentals or royalties on any well, or wells, paid and to be paid as herein provided are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well to or from producing wells on adjoining or adjacent premises.

9. Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessor shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises owned.

10. Payments of all moneys due on this lease may be made by cash or check, to LESSOR by deposit to the credit of LESSOR and mailed to ABOVE ADDRESS

11. Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the lessor of one dollar and all amounts due hereunder said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this lease, to all of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered. 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 certified copy thereof.

THIS SPACE FOR ASSIGNMENT OR RELEASE OF MORTGAGE
Assignment noted
Cred. of Bal. vol 18-9776
May 20th 1982
Ralph Brown Recorder
Assign COR 18-776 Ohio Oil & Gas
→ Jones-Kimmo Leasehold
Partnership
d: 12/20/81 y: 5/20/82 @ 10:45AM

THIS AGREEMENT, Made and entered into this 21. day of MAY, A.D. 1964, by and between ARTHUR S. VAN AUSSDAL AND GRACE VAN AUSSDAL HUSBAND AND WIFE hereinafter called the Lessor, and GEORGE F. KREINHAGEN OF SEYMOUR, IND. the Lessee.

WITNESSETH That the said Lessor, in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, does hereby grant unto the Lessee all of the oil and gas and/or the constituents of either, in and under the lands hereinafter described, together with the exclusive rights to drill for, produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, and for carrying on geophysical work, and to possess, use and occupy so much of said premises as is necessary and convenient in removing the above named products therefrom by pipe lines or otherwise for a term of ten (10) years and so much longer thereafter as oil, gas, or their constituents are produced in paying quantities thereon or operations are maintained on, all of that certain tract of land situate in FIVE YEARS.

Lot No. (District) Sec. No. 5 Township of WASHINGTON County of PREBLE and State of OHIO bounded substantially as follows:

On the North by the lands of JUDY On the East by the lands of JUDY On the South by the lands of WINNER LINE ROAD On the West by the lands of DELCRES LEE

containing EIGHTY ONE ACRES (81) acres, more or less, being all the land owned by Lessor in said Township, Provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas or their constituents are found on said premises in paying quantities, in the judgment of the Lessee. It being understood however, that no well shall be drilled within two hundred feet of the barn or dwelling on said premises without the consent of Lessor.

In consideration of the premises the said parties covenant and agree as follows: Lessee to deliver to the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises.

Lessee to receive the said market price per thousand cubic feet for one-eighth (1/8) of all gas marketed from said premises, and the same to be paid for on or before the 20th day of the month following in which same is marketed. Lessee shall pay Lessor a royalty at the rate of Fifty dollars per year on each gas well while gas therefrom is not sold, and while said royalty is so paid said well shall be held to be a paying well.

Lessee to commence a well on said premises within SIX MONTHS from this date or pay to Lessor FORTY ONE AND NINE DOLLARS (\$41.00) each year, payable quarterly thereafter until said well is commenced or this lease surrendered; but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rentals for a period of one year thereafter. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that Lessee or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.

Lessee shall bury, when so requested by Lessor, all pipelines used to conduct gas or oil off the premises and pay all damage to growing crops, caused by operations under this lease; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

Lessee may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described, and the measurements and regulations shall be by meter and regulators set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to use of free gas.

It is agreed that the acreage rentals or royalties on any well or wells, paid and to be paid as hereon provided, are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises.

Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessor shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises owned.

Payments of all moneys due on this lease may be made by cash or check, to ARTHUR S. VAN AUSSDAL, by deposit to credit in the Bank of W.P.L. EBTAN, OHIO.

Lessee agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the Lessor of one dollar and all amounts due hereunder said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon, or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this lease, to all of said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered. 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 certified copy thereof.

For the purpose of oil and/or gas development and production under this lease, Lessor does hereby grant to Lessee the right to communitize said premises, or any part thereof, with other land to comprise and oil development unit of approximately 40 acres and/or a gas development unit of approximately 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, in this lease and Lessor shall participate in the one-eighth royalty for 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.

Lessee agrees that Lessee has the power to use any well on the leased or unitized premises for the injection, storage or removal of gas when said well produces less than a total of 7000 mcf. of gas in the preceding year. Lessor is to receive a well rental payment of \$200.00 per year per well for said privilege.

All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the land herein described; Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgage or any other lien upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

IN WITNESS WHEREOF, the parties hereto have here unto set their hands and seals.

Signed and Acknowledged in the Presence of: James J. Deem, Raymond S. Deem, Arthur S. Van Aussdal, Grace Van Aussdal.

This Instrument Prepared By JIM DEEM

THIS SPACE FOR ASSIGNMENT OR RELEASE OF MORTGAGE Assign. COR 9-481 George Kreinhagen -> Investment Corporation of America d: 5/7/64 b: 9/9/64 @ 9:18AM Designated Note 9/9/1964 Cont of Cor 9-481 St. Joseph County Records

STATE OF OHIO
COUNTY OF Putnam ss.

Personally appeared before me, a Notary Public in and for said County
Christine S. Van Landral
Grace Van Landral, who
acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and
purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed my seal this 22nd
day of August, A. D., 1964
My commission expires 12-4-68 Raymond B. Deem
Notary Public, Justice of the Peace

STATE OF OHIO
COUNTY OF _____ ss.

Personally appeared before me, a _____ in and for said County
_____, who
acknowledged the signing of the foregoing instrument to be _____ voluntary act and deed for the uses and
purposes therein mentioned.
In testimony whereof, I have hereunto set my hand and affixed my seal this _____
day of _____, A. D., 19_____
My commission expires _____
Notary Public, Justice of the Peace.

RELEASE

_____, Lessee having paid to the Lessor,
one dollar and all amounts due hereunder, and having elected to surrender the within lease and all its rights hereunder,
does hereby surrender and cancel the same and hereby endorses its surrender hereon.

IN WITNESS WHEREOF, it has hereunto set its hand, this _____ day of _____, A. D., 19_____
WITNESS:

H. RALPH BROWN
RECORDED - PUBLIC COUNTY, OHIO
PAGE 1
RECORDED 8-18-64
TIME 10:21 AM
RECEIVED 8-17-64
NO. 1655 FEE 2.00

LEASE No. _____ FROM _____ TO _____
OIL and GAS LEASE
Date _____ 10 Years
Term _____
RECEIVED FOR RECORD
No. 1655 Vol. 031008 Page 1
Township 10000 Range 2 Meridian 6-2
County Putnam AUG 14 1964
Received Raymond B. Deem
At _____ Recorder
Recorded _____ PUBLIC COUNTY, OHIO
In _____ County, Ohio
Record of Lease, Vol. _____ Page _____
Recorder's Fee, \$ _____
Section _____ No. _____

ASSIGNMENT OF LEASE

For and in consideration of the sum of one dollar to me in hand paid, I,
do hereby sell, assign and transfer all of my right, title and interest in the within oil and gas lease on and to _____
heirs, successors and assigns.

Witness my hand this _____ day of _____, 19_____
WITNESS:

STATE OF OHIO
COUNTY OF _____ ss.

Personally appeared before me, a _____ in and for said County
_____, who
acknowledged the signing of the foregoing instrument to be _____ voluntary act and deed for the uses and
purposes therein mentioned.
In testimony whereof, I hereunto set my hand and affixed my seal this _____
day of _____, A. D., 19_____
My commission expires _____
Notary Public, Justice of the Peace.

1615

NO. 1827 FEE 3.00
RECEIVED 9-9-1964
TIME 9:18 a.m.
RECORDED 9-11-1964
VOL. 18 PAGE 123
H. RALPH BROWN
RECORDER, PREBLE COUNTY, OHIO

VOL. 18 PAGE 123
ASSIGNMENT

VOL. 9 431
RECORDED Aug 14 1964 AT 10:31 A.M.
RECORDED Aug 14 1964, DARKE COUNTY, OHIO
Virginia Bankers REGISTRY
\$2.00 AS. DEPUTY

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, George Kreinhagen of Seymour, Indiana, as party of the first part and hereinafter called ASSIGNOR, for and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto Investment Corporation of America of Indianapolis, Indiana, as party of the second part and hereinafter called, ASSIGNEE, all of my right, title and interest in and to those certain oil and gas leases that are identified and set forth on Exhibit "A" hereto annexed and attached, covering 895 acres of land, more or less in Preble County and 980 acres of land, more or less in Darke County, State of Ohio.

For and in consideration of the Assignment, ASSIGNEE hereby accepts the same and assumes to pay all royalties as provided for in the foregoing leases and to complete all the covenants, agreements, conditions, terms and provisions of said leases on the part of the ASSIGNOR of said Assignment to be paid and performed, and to indemnify and save harmless the ASSIGNOR from and against all royalties, loss, expense and attorneys' fees by reason of any operations conducted by said ASSIGNEE or his Assigns in his development of the leasehold estate.

The ASSIGNOR does warrant said leases to be full and proper conveyance, and covenants that it is lawfully seized of said leasehold interest and that the same are free, clear and unencumbered as of George Kreinhagen the date of these presents.

WITNESSES:

Patrick M. O'Shaughnessy
Bonnie L. Driggs

George Kreinhagen by
C. E. Stogdill
C. E. Stogdill, Power of Attorney

State of Ohio }
Marion County } SS:

On this 17th day of May, 1964, by and before me, a Notary Public, personally appeared C. E. Stogdill, Attorney-in-fact for the aforesaid George Kreinhagen and acknowledged the signing of the foregoing instrument, and that the same is his free act and deed for the purpose therein mentioned.

Witness my hand and the Official Seal of my office the day and year



Bonnie L. Driggs
Notary Public

This instrument was prepared by C. E. Stogdill.

EXHIBIT "A"

DARKE COUNTY:

Oil and gas lease dated the 25th day of May, 1964, executed by Violet V. Charles, widow, lessor, in favor of George E. Kreinhagen, lessee, covering 80 acres, more or less, located in Butler Township, Darke County, Ohio, and recorded in Book 18, at Page 101 of the records of said County.

Oil and gas lease dated the 26th day of May, 1964, executed by Russell Bussard, individual, lessor, in favor of George E. Kreinhagen, lessee, covering 105 acres, more or less, located in Butler Township, Darke County, Ohio, and recorded in Book 18, at Page 103 of the records of said County.

Oil and gas lease dated the 22nd day of May, 1964, executed by Charles Bussard and Carrie Bussard, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 100 acres, more or less, located in Butler Township, Darke County, Ohio, and recorded in Book 18 at Page 105 of the records of said County.

Oil and gas lease dated the 15th of May, 1964, executed by Forrest L. Withrow and Ada H. Withrow, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 52 acres, more or less, located in Butler Township, Darke County, Ohio, and recorded in Book 18 at Page 107 of the records of said County.

Oil and gas lease dated the 15th day of May, 1964, executed by Orville O. Shumaker and Rena Shumaker, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 265 acres, more or less, located in Butler Township, Darke County, Ohio, and recorded in Book 18 at Page 109 of the records of said County.

Oil and gas lease dated the 15th day of May, 1964, executed by W. Kenneth Fourman and Thelma E. Fourman, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 80 acres, more or less, located in Butler Township, Darke County, Ohio, and recorded in Book 18 at Page 111 of the records of said County.

Oil and gas lease dated the 15th day of May, 1964, executed by W. Kenneth Fourman and Thelma E. Fourman, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 65 acres, more or less, located in Harrison Township, Darke County, Ohio, and recorded in Book 18 at Page 113 of the records of said County.

Oil and gas lease dated the 15th day of May, 1964, executed by Elvin Oler and Sara Jane Oler, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 59 acres, more or less, located in Butler Township, Darke County, Ohio, and recorded in Book 18 at Page 117 of the records of said County.

Oil and gas lease dated the 20th day of May, 1964, executed by Lawrence F. Clawson and Wanda J. Clawson, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 37 acres, more or less, located in Butler Township, Darke County, Ohio, and recorded in Book 18 at Page 121 of the records of said County.

Oil and gas lease dated the 20th day of May, 1964, executed by Lawrence F. Clawson and Wanda J. Clawson, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 36 acres, more or less, located in Butler Township, Darke County, Ohio, and recorded in Book 18 at Page 119 of the records of said County.

Oil and gas lease dated the 15th day of May, 1964, executed by W. Kenneth Fourman and Thelma E. Fourman, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 105 acres, more or less, located in Butler Township, Darke County, Ohio, and recorded in Book 18 at Page 115 of the records of said County.

PREBLE COUNTY:

Oil and gas lease dated the 21st day of May, 1964, executed by Dwight B. Lanthrop and Alice L. Lanthrop, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 20 acres, more or less, located in Lanier Township, Preble County, Ohio, and recorded in Book 7 at Page 49 of the records of said County.

EXHIBIT "A" - PREBLE COUNTY - CONT'D.

- ✓ Oil and gas lease dated the 21st day of May, 1964, executed by Dwight B. Lanthrop and Alice L. Lanthrop, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 188 acres, more or less, located in Lexter Township, Preble County, Ohio, and recorded in Book 7 at Page 127 of the records of said County.
- ✓ Oil and gas lease dated the 21st day of May, 1964, executed by Dwight B. Lanthrop and Alice L. Lanthrop, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 10 acres, more or less, located in Lexter Township, Preble County, Ohio, and recorded in Book 7 at Page 128 of the records of said County.
- ✓ Oil and gas lease dated the 25th day of May, 1964, executed by Ethel Ruth Lindsey, widow, lessor, in favor of George E. Kreinhagen, lessee, covering 267 acres, more or less, located in Washington Township, Preble County, Ohio, and recorded in Book 7 at Page 153 of the records of said County.
- ✓ Oil and gas lease dated the 23rd day of May, 1964, executed by John H. Click and Virginia M. Click, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 62 acres, more or less, located in Washington Township, Preble County, Ohio, and recorded in Book 7 at Page 171 of the records of said County.
- ✓ Oil and gas lease dated the 25th day of May, 1964, executed by Elmer Webb and Nora Webb, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 100 acres, more or less, located in Harrison Township, Preble County, Ohio, and recorded in Book 7 at Page 143 of the records of said County.
- ✓ Oil and gas lease dated the 21st day of May, 1964, executed by Arthur S. VanAusdal and Grace VanAusdal, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 81 acres, more or less, located in Washington Township, Preble County, Ohio, and recorded in Book 7 at Page 141 of the records of said County.
- ✓ Oil and gas lease dated the 21st day of May, 1964, executed by Elsie P. Captain, widow, lessor, in favor of George E. Kreinhagen, lessee, covering 80 acres, more or less, located in Washington Township, Preble County, Ohio, and recorded in Book 7 at Page 133 of the records of said County.
- ✓ Oil and gas lease dated the 21st day of May, 1964, executed by William G. Swango, lessor, in favor of George E. Kreinhagen, lessee, covering 38 acres, more or less, located in Washington Township, Preble County, Ohio, and recorded in Book 7 at Page 145 of the records of said County.
- ✓ Oil and gas lease dated the 14th day of May, 1964, executed by LeRoy Ort and Nellie R. Ort, husband and wife, lessors, in favor of George E. Kreinhagen, lessee, covering 55 acres, more or less, located in Monroe Township, Preble County, Ohio, and recorded in Book 7 at Page 147 of the records of said County.

THIS AGREEMENT, made and entered into this 6 day of MAY A.D. 1981, by and between

MARTHA M JUDAY (WIDOW)
2219 W WINNERLINE RD.
EATON, OHIO 45320
hereinafter called the Lessor

and OHIO OIL & GAS, R.D. NO. 1, FOWLER, OHIO 44418 the Lessee

1. WITNESSETH, That the said Lessor in consideration of the sum of one dollar, the receipt of which is hereby acknowledged and of the covenants and agreements herein contained, does hereby grant unto the Lessee all of the oil and gas and/or the constituents of either in and under the lands hereinafter described, together with the exclusive rights to drill for produce and market oil and gas and their constituents and also the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water and to transport from across and through said lands oil and gas and their constituents from the subject and other lands and to possess, use and occupy so much of said premises as is necessary and convenient in removing or transporting across said lands the above named products by pipe lines or otherwise for a term of ten (10) years and so much longer thereafter as oil, gas or their constituents are produced in paying quantities thereon, or operations are maintained on all of that certain tract of land situated in

Sec. No. 45 Township of WASHINGTON County of PREBLE and State of OHIO bounded substantially as follows:

On the North by the lands of
On the East by the lands of HOOVER T FUDGE
On the South by the lands of HOOVER + FUDGE
On the West by the lands of GARBER + BOWMAN
containing THREE HUNDRED FIFTY TWO (352) acres, more or less,

being all the land owned by Lessor in said Township, provided, however, that if at the termination of said term, either primary or extended, there is a well in process of being drilled on said lands, then this lease shall continue in force so long as the drilling of such well is continued with reasonable diligence and so much longer thereafter as oil or gas or their constituents are found on said premises in paying quantities, in the judgement of the Lessee. It being understood, however, that no well shall be drilled within 2 hundred feet of the barn or dwelling on said premises without the consent of Lessor.

2. In consideration of the premises the said parties covenant and agree as follows: Lessee to deliver to the credit of the Lessor in tanks or pipe lines one-eighth (1/8) of the oil produced and saved from the premises. Lessor to receive the field market price per thousand cubic feet for one-eighth (1/8) of all gas marketed from said premises, and the same to be paid for on or before the 20th day of the month following in which same is marketed.

3. Lessee to commence a well on said premises within twelve months from this date or pay to Lessor THREE HUNDRED FIFTY TWO Dollars (\$ 352.00) each year, payable quarterly thereafter until said well is commenced or this lease surrendered; but the completion of a well upon said lands unproductive of oil or gas in paying quantities shall be considered as the equivalent of and regarded as the tender of delay rentals for a period of one year thereafter and in no event shall the written lease expire before one year after the drilling of a dry hole regardless of the primary term provided for in the written lease. In the event gas can be produced, but due to a lack of transmission facilities or lack of refining facilities same cannot be marketed, Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, an amount equal to the delay rental provided in paragraph 3 hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under paragraph 3 hereof. This lease shall become null and void for failure to pay rental for any period when same becomes due and payable, provided however that Lessee or his assigns is given 10 days written notice of his failure to pay said rentals and they are not paid within said 10 days.

4. Lessee shall bury, when so requested by Lessor all pipe lines used to transport gas or oil off or across the premises and pay all damages caused by operations under this lease, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee and the third by the two so appointed as aforesaid, and the award of such three persons shall be final and conclusive.

5. Lessor may lay a line to any gas well on said lands and take gas produced from said well for use for light and heat in one dwelling house on said land at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee. The first two hundred thousand cubic feet of gas taken in each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet taken in each year shall be paid for at the current published rates in the town nearest the premises above described and the measurements and regulations shall be by meter and regulators set at the tap on the line. This privilege is upon the condition that Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas.

6. The Lessee at any time may notify the Lessor in writing at Lessor's last known address, by registered mail, of the Lessee's intention to use any well located on the leased premises and the leased premises for any and all of the purposes hereinbefore provided by injecting, storing or holding in storage, and removing gas into, in and from any sands, strata or formations underlying the premises, and upon the giving of such notice, the Lessee may use any such well and the leased premises for any and all of said purposes. The Lessee shall pay to the Lessor a rental of \$200.00 each year for each such well while so used; provided that the rental for the first year for a well so used shall be equivalent to the one-eighth royalty payments to the Lessor, if more than \$200.00, for gas produced and marketed from such well during the consecutive periods of time aggregating 180 days next preceding the giving of such notice, and for each year thereafter a rental for such well so used equivalent to the first year's rental if more than \$200.00, reduced each year by the amount of \$200.00 until reduced to \$200.00, and for each year thereafter a rental of \$200.00 for such well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well used by the Lessee - for any of the gas storage purposes hereinbefore specified shall be located on other lands and such well shall be located within one mile of any line of the leased premises, the Lessee may give like written notice to the Lessor of its intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage within the leased premises. The rental each year for such use shall be the same amount as, but in lieu of, the delay rental hereinbefore provided to be paid to continue this lease in effect until the commencement of a well or of the use of the premises for any of the gas storage purposes and shall have the same effect of continuing this lease in force as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is thereafter drilled and used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be \$200.00 each year for such well and the same sum each year for each additional well so drilled and used. If the Lessee ceases to use a well for gas storage purposes but continues to use the premises for such purposes and there shall be no other well located thereon, the rental for such use shall be the land rental hereinbefore provided. All land rentals and well rentals may be paid by the Lessee in quarter-year installments.

7. The Lessor hereby grants to the Lessee the right to consolidate the leased premises or parts thereof with other lands to form an oil and gas development unit of not more than one hundred and sixty (160) acres for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purposes of all the provisions and covenants of this lease to the same effect as if all the lands comprising said unit were described in and subject to this lease; provided, however, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the 1/8 oil and gas royalty hereinbefore provided, that proportion of such 1/8 royalty which the acreage herein leased bears to the total number of acres comprising said development unit. If said development unit shall thereafter be used for gas storage purposes the well rental or land rental hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage of said unit.

8. It is agreed that the acreage rentals or royalties on any well, or wells, paid and to be paid as herein provided are and will be accepted by Lessor as adequate and full consideration to render it optional with Lessee as to whether or not it shall drill a well or wells to offset producing wells on adjoining or adjacent premises.

9. Should it be determined that Lessor is not the owner of the entire tract above described then and thereupon Lessor shall receive a proportional amount in accordance with the rentals and royalties for any fraction of the above premises owned.

10. Payments of all moneys due on this lease may be made by cash or check, to LESSOR by deposit to the credit of LESSOR and mailed to TO ABOVE ADDRESS

11. Lessor agrees that Lessee is to have the privilege of using sufficient oil, gas or water, for fuel, in operating premises and the right at any time to remove any machinery or fixtures placed on said premises and further upon the payment to the Lessor one dollar and all amounts due hereunder said Lessee shall have the right to surrender this lease or any portion thereof by written notice to Lessor describing the portion of the above tract that it elects to surrender or by returning to Lessor the lease with the endorsement of surrender thereon or recording the surrender of this lease on the margin of the record hereof, either of which shall be a full and legal surrender of this lease, to all said tract or such portion thereof as said surrender shall indicate and a cancellation of all liabilities under same of each and all parties hereto, to the extent indicated on said surrender, and the acreage rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered. 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 certified copy thereof.

12. All covenants and conditions between the parties hereto shall extend to their heirs, executors, successors and assigns and the Lessor hereby warrants and agrees to defend the title to the land herein described; Lessor further agrees that the Lessee shall have the right at any time to redeem for Lessor, or otherwise acquire by payment, any mortgage or any other liens upon the above described lands which in any manner affect the Lessee's interest therein in the event of default of payment by Lessor and be subrogated in full to all the rights of the holder thereof the same as if Lessee were the original owner of said mortgage or lien.

Any additions to the above agreement that are noted on the reverse side are a part of this lease and are agreed to by both the Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed and acknowledged in the Presence of:

Handwritten signatures and names: Martha M. Juday, 53-270-42-0247

THIS INSTRUMENT WAS PREPARED BY W. R. JONES

Assign COR 18-582 Ohio Oil & Gas
-> William Jones Leasehold Partnership
d: 9/19/81 8: 11581 @ 10: 00 AM

Assignment Noted
Nov 5, 1981
Cert Rel. Vol 18 Page 582
W. Ray Brown, Recorder
William Spahr, Deputy

STATE OF Ohio
COUNTY OF Preble

SS.

Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named Martha Judey

who acknowledged to me that she did execute the foregoing instrument and that the same is her free act and deed for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at _____

this 6 day of July, 1981

My Commission Expires: State Wide Jurisdiction, Ohio
My Commission Expires Apr. 3, 1986

Kenneth A. McQuinn

Notary Public

Individual

STATE OF _____
COUNTY OF _____

SS.

Individual

Before me, a Notary Public in and for said county and state, personally appeared the above named _____

who acknowledged to me that _____ did execute the foregoing instrument and that the same is _____ free act and deed for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at _____

this _____ day of _____, 19____

My Commission Expires: _____

Notary Public

Corporation

STATE OF _____
COUNTY OF _____

SS.

Corporation

Before me, a Notary Public in and for said county and state, personally appeared _____

the _____ President and _____ Secretary, respectively, for

the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at _____

this _____ day of _____, 19____

My Commission Expires: _____

Notary Public

- 1. PARAGRAPH 5 TO READ DWELLING OR AGRICULTURAL USE
- 2. PIPELINES TO BE BURIED AT LEAST 30" BELOW SURFACE AND SUPPLY LESSOR WITH PIAT SHOWING LOCATIONS
- 3. NO STORAGE OF OFFSITE PRODUCTION WITHOUT MUTUAL CONSENT

W.R.J.

This instrument was prepared by: W.R. JONES

NO. 1798 FEE 5.00
 RECEIVED 7-14 1981
 TIME 8:05 A M
 RECORDED 7-15 1981
 VOL. 10 PAGE 63
H. RALPH BROWN
 RECORDER, PREBLE COUNTY, OHIO

1798

From _____
 To _____
 Acres _____
OIL AND GAS LEASE
 No. _____
 Date _____
 Terms _____
 RECEIVED FOR RECORD AT 8:25 O'CLOCK A.M. RECORDED IN VOL. 10 PAGE 63 JUL 14 1981
 Recorder H. Ralph Brown
 PREBLE COUNTY, OHIO
 Book _____ Page _____
 County Recorder _____

Handwritten notes:
 1802, 2407
 1802, 2407
 1802, 2407
 1802, 2407
 1802, 2407

Easement for Highway Purposes

KNOW ALL MEN BY THESE PRESENTS:

That Fannie F. Johnson married, (Life Estate); Viola Lodge Plander, married, Robert K. Lodge, married; Clarissa Marie Carlisle, married; Russell T. Ruten, married, and Clarissa K. Lodge Buriff, married, remaindermen

....., the Grantor S,

for and in consideration of the sum of SIXTY TWO HUNDRED TEN & 10/100- -----

Dollars (\$6,210.10.....) 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 Preble.....County, Ohio, Washington.....Township,

Section.....4....., Town.....8-N....., Range.....2-E.....,

and bounded and described as follows:

PARCEL No.....7.....

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 6, Page 82, of the records of Preble County and being located within the following described points in the boundary thereof;

Beginning at the grantors southeasterly property corner in the existing State Route 726 and in the southerly line of Section 4, Town 8-North, Range 2-East, said corner being 2.60 feet left of Station 149+28.50 in the above mentioned centerline of survey; thence southwestwardly along the grantors southerly property line and along the southerly line of Section 4, Town 8-North, Range 2-East, to a point 53.00 feet left of Station 149+53.90; thence northwestwardly to a point 50.00 feet left of Station 151+46.58; thence northwestwardly to a point 50.00 feet left of Station 152+50; thence northwestwardly to a point 25.00 feet left of Station 154+00; thence northeastwardly to a point in the centerline of existing State Route 726, said point being at Station 154+00; thence southeastwardly along the grantors easterly property line to the place of beginning and being the same premises conveyed to the grantor herein by Deed recorded in Book 154 Page 397 of the Deed Records, Preble County, Ohio.

NO. 9407 FEE 1.40
Not Necessary
TRANSFERED 11-10-1958
RECEIVED 11-10-1958
TIME 10:20 a. M
RECORDED 11-10-1958
VOL 221 PAGE 302
GERTRUDE STEPHEN
RECORDER PREBLE COUNTY, OHIO

It is understood that the strip of land above described contains 0.217 of an acre, more or less, exclusive of the present road which occupies 0.267 of an acre, 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.

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 Joseph E. Johnson, husband of Fannie F. Johnson; H.L. Plander, husband of Viola Lodge Plander; Aletha Lodge, wife of Robert K. Lodge; Christie W. Carlisle, husband of Clarissa Marie Carlisle; Mary M. Rutan, wife of Russell T. Rutan; and Gilbert B. Buriff, husband of Clarissa K. Lodge Buriff,

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

IN WITNESS WHEREOF Fannie F. Johnson, Joseph E. Johnson, Viola Lodge Plander and H.L. Plander, Robert K. Lodge and Aletha Lodge, Clarissa Marie Carlisle and Christie W. Carlisle, Russell T. Rutan and Mary M. Rutan, Clarissa K. Lodge Buriff and Gilbert B. Buriff,

have hereunto set their hands, the 31st day of January, in

the year of our Lord one thousand nine hundred and fifty-eight.

Witnesses as to 1, 2, 3, 4, 5, 6, 7, 8, 11 & 12

Signed and sealed in presence of

Thurston F. Bittle
Joseph L. Fritz

- 1 *Viola Lodge Plander*
- 2 *H.L. Plander*
- 3 *Russell T. Rutan*
- 4 *Mary M. Rutan*
- 5 *Clarissa Marie Carlisle*
- 6 *Christie W. Carlisle*
- 7 *Robert K. Lodge*
- 8 *Aletha Lodge*
- 9 *Joseph E. Johnson*
- 10 *Fannie F. Johnson*
- 11 *Gilbert B. Buriff*
- 12 *Clarissa K. Lodge Buriff*

WITNESSES AS TO JOHNSONS 9 & 10

Kate C. Chumley
John W. Dye, Jr.

STATE OF OHIO

Preble

COUNTY

Before me, a notary public,

in and for said County and State, personally appeared the above named Viola Lodge Plander, H. L. Plander, Russell T. Rutan, Mary M. Rutan, Clarissa Marie Carlisle, Christie W. Carlisle, Robert K. Lodge and Aletha Lodge, Gilbert B. Buriff, Clarissa K. Lodge Buriff

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

Before me, a notary public in and for

the State of Ohio, personally

appeared Joseph E. Johnson and

Fannie F. Johnson, and acknow-

ledged that they did sign the

foregoing instrument, and that

the same was their free act and

deed. In testimony I have hereunto set

my hand and seal at Eaton, Ohio this

15th day of Feb. 1958.

John W. Dye, Jr.

JOHN W. DYE, JR., Notary Public

In and for The State of Ohio

My Commission Expires Sept. 11, 1960.

IN TESTIMONY WHEREOF I have hereunto set my hand

and official seal at Eaton, Ohio

31st day of January, A. D. 1958

Thurston F. Bittle

My Commission expires Dec 4, 1959.

Thurston F. Bittle

My Commission expires Dec 4, 1959.

THURSTON F. BITTLE

Notary Public, State of Ohio

My Commission Expires December 4, 1959

THIS INSTRUMENT WAS PREPARED BY THE

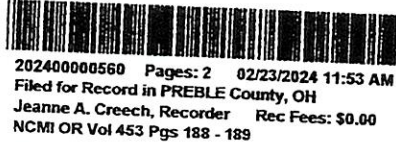
THE OHIO DEPARTMENT OF HIGHWAYS

E. H. JASPER

real

CONTINUATION OF BUSINESS FEBRUARY 21, 2024

Commissioner Vonderhaar moved to adopt the following resolution
Commissioner Craft seconded the motion for adoption.



PREBLE COUNTY COMMISSION RESOLUTION

#141-24-206

RESOLUTION DESIGNATING THE ENTIRETY OF THE UNINCORPORATED AREA OF WASHINGTON TOWNSHIP, PREBLE COUNTY, OHIO AS RESTRICTED RELATIVE TO THE CONSTRUCTION OF ECONOMICALLY SIGNIFICANT WIND FARMS, LARGE WIND FARMS AND LARGE SOLAR FACILITIES PURSUANT TO SECTIONS 303.57 & 303.58 OF THE OHIO REVISED CODE

WHEREAS, The Board of Preble County Commissioners has a responsibility for preserving the general health, safety, and welfare of the residents of Preble County; and,

WHEREAS, Sections 303.57, 303.58, 4906.01 and 4906.13 of the Ohio Revised Code define economically significant wind farms, large wind farms and large solar facilities; and,

WHEREAS, Senate Bill 52, effective October 11, 2021, and O.R.C. Section 303.58 provides boards of county commissioners the power to adopt a resolution designating all or part of the unincorporated area of the county as a restricted area, prohibiting the construction of certain wind farms and solar facilities; and,

WHEREAS, The Board of Preble County Commissioners hosted a regular session continuation of business meeting on February 21, 2024 to discuss Senate Bill 52, wind farms and solar facilities; and,

WHEREAS, In accordance with Section 303.58 of the O.R.C., the Board of Preble County Commissioners advertised a public notice in the *Register Herald* newspaper on January 20, 2024, posted a boundary map in all county libraries attached here as Exhibit A, and mailed first-class written notices to school districts, municipal corporations and board of township trustees announcing the discussion of this resolution; now therefore be it,

RESOLVED, That Board of Preble County Commissioners does hereby designate the entirety of the unincorporated area of Washington Township, Preble County, Ohio as restricted relative to construction of economically significant wind farms, large wind farms and large solar facilities; and further be it,

RESOLVED, That this resolution and all accompanying maps as referenced in Exhibit A shall be filed with the office of the Preble County Recorder; and further be it,

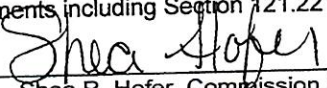
RESOLVED, That this resolution shall be in full force and effect (30) days after its adoption, pursuant to Section 303.59 of the Ohio Revised Code.

ON CALL OF ROLL AND UPON ACCEPTANCE OF THE SAME, THE VOTE WAS AS FOLLOWS:

Commissioner Vonderhaar, Yes
Commissioner Craft, Yes
Commissioner Haber, Yes

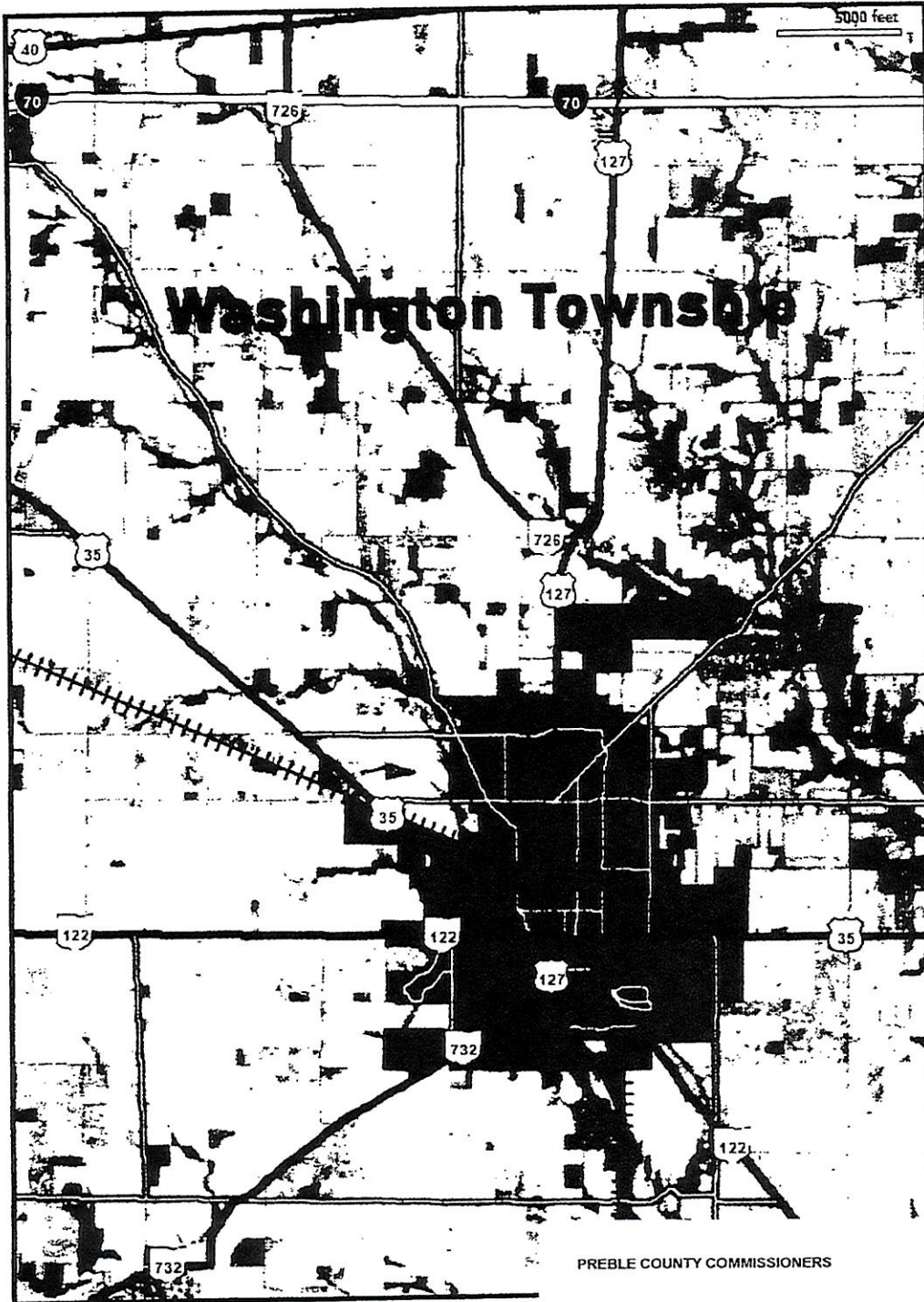
CERTIFICATION OF CLERK

I, Shea R. Hofer, being the duly-appointed Clerk of the Board of Preble County Commissioners, do hereby attest that the foregoing is a true exact copy of Preble County Commission Resolution #141-24-206 approved and adopted on this 21st day of February 2024, in a meeting open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.



Shea R. Hofer, Commission Clerk
Board of Preble County Commissioners

"Exhibit A"



PREBLE COUNTY COMMISSIONERS

Inst #20240000560