

Cover page for:

**Preliminary Title Insurance Schedules
(with copies of recorded exceptions)**

Preliminary title insurance schedules prepared by:

First American Title Insurance Company

(File Number: NCS-1091292-WA1)

**Auction Tracts 1 - 4
(Pickaway County, Ohio)**

For October 28, 2021 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Premiere Partners IV, L.P.



First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1091292-WA1

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Issuing Office: 920 Fifth Avenue, Suite 1200, Seattle, WA 98104

Commitment No.: NCS-1091292-WA1

Issuing Office File No.: NCS-1091292-WA1

Property Address: 377 Acres State Route 138, Deercreek, OH

Revision No.:

SCHEDULE A

1. Commitment Date: October 14, 2021 at 7:00 AM
2. Policy to be Issued:
 - (a) ALTA® Owner's Policy of Title Insurance (6-17-06)
Proposed Insured: To Be Furnished
Proposed Policy Amount: \$1,000.00
 - (b) ALTA® Loan Policy of Title Insurance (6-17-06)
Proposed Insured: None
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. [The Title is, at the Commitment Date, vested in:](#) PREMIERE PARTNERS IV, L.P., an Illinois limited partnership, by General Warranty Deed recorded in/as [Volume 692, Page 2245](#)
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1091292-WA1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Receipt of an Owner's Affidavit acceptable to the Company if standard exceptions are to be deleted from the Policy or Policies to be issued.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
6. Receipt and review of an acceptable survey of the Land if the standard survey exception is to be deleted, and if certain endorsements are requested. The Company reserves the right to make additional exceptions and/or requirements following the review of said survey.
7. Submit to the Company the proper authority documents authorizing the transfer of interest of the parties and/or entities involved in this transaction.
8. A completed DTE 100 Form, or DTE 100EX Form if applicable, signed by the Grantee, must be presented with any deed or 99-year lease to be recorded for the purpose of paying the transfer tax or being exempted therefrom. An acceptable supporting affidavit must be presented with a DTE 100EX Form.
9. Approval of the County Auditor/Engineer of the legal description prior to deed transfer.
10. The Company may make additional exceptions and/or requirements upon (a) its review of the documents creating the estate or interest to be insured; (b) its review of other documentation pertinent to this transaction; and (c) ascertaining other details of the transaction.
11. The following will be required with respect to a Limited Partnership:
 - A. A full copy of the partnership agreement and any and all amendments thereto must be provided to the Company.
 - B. Provide evidence that the Certificate of Limited Partnership (Ohio Secretary of State Form Number 531A for domestic limited partnerships and Form 531B for foreign limited partnerships)

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and any amendments thereto (Ohio Secretary of State Form 542 for both domestic and foreign limited partnerships) were properly filed with the Ohio Secretary of State.

C. Other requirements may be imposed by the Company following its review of the documentation required herein.

12. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

13. Real Estate Taxes are subject to recoupment for the credit given under Current Agricultural Use Valuation (CAUV) and the County will require an executed DTE 102 Statement of Conveyance of Current Agricultural Use Valuation Property at time of transfer.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1091292-WA1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
5. Rights of parties in possession of all or any part of the Land, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The following exception will appear in any loan Policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy, pursuant to Ohio Revised Code Section 1509.31(D).
7. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
8. 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 but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the Land by the State, County, Municipality, Township, or other taxing authority.

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9. Taxes and Assessments for the year 2020:

Assessed in the name of:Premiere Partners IV LP

Parcel No.: C1000020024600

First half taxes in the amount of \$845.22 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$845.22 , including current assessments, if any, is Paid.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$261,860.00

Improvements: \$0.00

Total: \$261,860.00

Taxes and Assessments for the year 2021 and subsequent years are a lien, not yet due or payable

NOTE: The above parcel is subject to Current Agricultural Use Valuation Recoupment. CAUV Value \$48,320.00

(Affects Portion of Property)

10. Taxes and Assessments for the year 2020:

Assessed in the name of:Premiere Partners IV LP

Parcel No.: C0900010025100

First half taxes in the amount of \$2,697.30 , including current assessments, if any, is Paid.

Last half taxes in the amount of \$2,697.30 , including current assessments, if any, is Paid.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is \$0.00.

Exemption amount: \$0.00

Land: \$608,420.00

Improvements: \$0.00

Total: \$608,420.00

Taxes and Assessments for the year 2021 and subsequent years are a lien, not yet due or payable

NOTE: The above parcel is subject to Current Agricultural Use Valuation Recoupment. CAUV Value \$136,980.00

(Affects Remainder of Property)

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11. The terms, provisions and easement(s) contained in the document entitled "Easement" recorded February 9, 1928 as [Volume 108, Page 392](#) of Official Records.
12. The terms, provisions and easement(s) contained in the document entitled "Easement for Highway Purposes" recorded February 8, 1937 as [Volume 121, Page 63](#) of Official Records.
13. The terms, provisions and easement(s) contained in the document entitled "Easement for Highway Purposes" recorded February 10, 1937 as [Volume 121, Page 71](#) of Official Records.
14. An oil and gas lease executed by Frank V. Carter and Blanche G. Carter as lessor and Kewanee Oil Company as lessee, recorded December 21, 1956 as [Book 6, Page 567](#) of Official Records.

Assignment recorded in/as [Volume 11, Page 307](#).

Release of Oil and Gas Lease recorded in/as [Volume 16, Page 489](#).

Assignment of Leases recorded in/as OR [Volume 692, Page 2251](#).

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

15. The terms and provisions contained in the document entitled "Agreement for Channel Change" recorded June 27, 1961 as [Volume 170, Page 74](#) of Official Records.
16. The terms, provisions and easement(s) contained in the document entitled "Easement for Highway Purposes" recorded June 27, 1961 as [Volume 170, Page 76](#) of Official Records.
17. The terms, provisions and easement(s) contained in the document entitled "Easement for Highway Purposes" recorded June 27, 1961 as [Volume 170, Page 78](#) of Official Records.
18. The terms, provisions and easement(s) contained in the document entitled "Right of Way Grant" recorded June 26, 1968 as [Volume 201, Page 426](#) of Official Records.
19. The terms, provisions and easement(s) contained in the document entitled "Right of Way Grant" recorded June 26, 1968 as [Volume 201, Page 430](#) of Official Records.
20. An oil and gas lease executed by Margaret A. Wynkoop and Frank L. Carter as lessor and Uno Oil Corporation as lessee, recorded November 23, 1993 as [Book 29, Page 514](#) of Official Records.

Assignment of Leases recorded in/as OR [Volume 692, Page 2251](#).

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

21. The terms, provisions and easement(s) contained in the document entitled "Easement for Channel Purposes" recorded March 7, 2001 as OR [Volume 205, Page 215](#) of Official Records.
22. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

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Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

23. Rights of the public and public utilities in and to that portion of the land lying within the bounds of any publicly dedicated street(s).
24. Any reference to acreage or area in the description of the land in Schedule A is for informational purposes only and the accuracy of the area stated is not insured.
25. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: NCS-1091292-WA1

File No.: NCS-1091292-WA1

The Land referred to herein below is situated in the County of Pickaway, State of Ohio, and is described as follows:

Situated in the Township of Deercreek, County of Pickaway, State of Ohio, being a part of V.M.S. No's. 7231, 9574, 7682, 5793-5823, 6227 and 9300 and being all of Parcel number C09-0-001-00-251-00 which is the 95.84 acre "Parcel A, First Tract" and being all that remains of Parcel No. C09-0-001-00-255-00 being the original 11.82 acres "Parcel A, Second Tract" and the 38.58 acres "Parcel A, Third Tract" and contains all of Parcel No.'s C10-0-002-00-248-00, C10-0-002-00-249-00, C10-0-002-00-250-00 being all of the 74.79 acre "Parcel A, Fourth Tract" and contains all of Parcel No. C09-0-001-00-253-00 being a 1.52 acres "Parcel A, Fifth Tract" and contains all of Parcel No. C09-0-001-00-252-00 being all that remains of an original 50 acres "Parcel B, Tract No. 1" and contains all of Parcel No. C09-0-001-00-256-00 being a 94 acre "Parcel C, Tract One" and contains all of Parcel No's C10-0-002-00-246-00 and C10-0-002-00-247-00 being a 39.76 acre "Parcel D" as conveyed to Lester E. Imboden and Carol Imboden and recorded in Official [Record 143, Page 359](#) of the Pickaway County Recorder's Office, and being further bounded and described as follows:

Beginning at a mag nail (set) in the Centerline of State Route 138, said mag nail being the Southeasterly corner of a 10.000 acres tract as conveyed to Alecia J. Lee ([O.R. 529, page 1150](#));

Thence with the Centerline of State Route 138 S 09 deg. 07 min. 25 sec. W, a distance of 2171.10 ft. to a mag nail (set);

Thence continuing with the Centerline of State Route 138 S 09 deg. 38 min. 48 sec. W, a distance of 1414.34 ft. to a 5/8" iron pin (set) marking the point of intersection of a curve to the right in State Route 138, said iron pin being a corner to a 118.41 acres "Tract No. 2" as conveyed to Michael L. Boude, et ux ([O.R. 88, Page 425](#)), said iron pin also being a corner to the 12/100 acre "Second Parcel, 4th Tract" and the 55 acre 121 poles "First Parcel, 1st Tract" as conveyed to Lloyd B. Drummond (Deed [Book 259, page 521](#));

Thence continuing with Drummond's line and the Centerline of State Route 138 S 61 deg. 07 min. 04 sec W., a distance of 667.15 ft. to a mag nail (set), said mag nail being a corner to an 88 acre, 40 poles "First Parcel, 3rd Tract" as conveyed to Lloyd b. Drummond (Deed [Book 259, Page 521](#));

Thence continuing with Drummond's line N 35 deg. 59 min. 58 sec. W, passing a 5/8" iron pin (set) at 25.50 ft., a total distance of 972.63 ft. to 5/8' iron pin (set);

Thence continuing with Drummond's line N 42 deg. 05 min. 44 sec. W, a distance of 3213.01 ft. to a 12" Wood Post (found), said post being in an Easterly line of a 30 acre "Tract Three" as conveyed to Vic Skinner, et al ([O.R. 322, Page 441](#));

Thence with Skinner's Easterly line n 26 deg. 50 min. 04 sec. E, a distance of 34.45 ft. to a 4" Wood Post (found);

Thence continuing with Skinner's Northerly line passing a corner thereof and continuing with a Northerly line of a 5.54 acre "Parcel One" as conveyed to John E. Wardell ([O.R. 326, Page 28](#)) N 78 deg. 54 min. 56. sec. W, passing a 5'8" iron pin set at 1931.91 ft., a total distance of 1951.91 ft. to a P.K. nail (found) in the Centerline of Ater Road (Township Road No. 115);

Thence with the Centerline of Ater Road N 12 deg. 44 min. 11 sec. E, a distance of 99.04 ft. to a P.K. nail (found), said P.K. nail being a corner to the aforementioned 5.54 acres "Parcel One" as conveyed to John E. Wardell ([O.R. 326, Page](#)

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[28](#));

Thence with Wardell's Northerly line N 75 deg. 43 min. 15 sec. W, a distance of 16.52 ft. to a 5/8" iron pin (set), said iron pin being a corner to the remaining lands of an original 40 acres "Tract One" as conveyed to Vic Skinner, et al ([O.R. 322, Page 441](#));

Thence with Skinner's Easterly line passing the Northeasterly corner thereof and continuing with an Easterly line of 93.04 acres tract as conveyed to Rose M. Peart (Deed Book 317, Page 624) N 11 deg. 28 min. 17 sec. E, a distance of 1029.11 ft. to 5/8" iron pin (set), said iron pin being the Southwesterly corner of an original 50 acres "Tract Four" as conveyed to Vic Skinner, et al ([O.R. 322, Page 441](#));

Thence with Skinner's Southerly line S 78 deg. 46 min. 11 sec. E, passing a mag nail (set) in the Centerline of Ater Road at 16.50 ft. and passing a 10" square concrete post at 31.11 ft, a total distance of 1860.90 ft. to a 5/8" iron pin (set);

Thence with Skinner's Easterly line N 11 deg. 06 min. 28 sec. E, a distance of 881.66 ft. to a 4" Metal Post (found), said post being a corner to a 0.19 acre "Tract Five" also as conveyed to Vic Skinner, et al ([O.R. 322, page 441](#));

Thence continuing with Skinner's line S 79 deg. 06 min. 21 sec. E, a distance of 23.10 ft. to a 5/8" iron pin (set), said iron pin being in the Southwesterly line of a 42 acres tract as conveyed to Charles D. Noble, et ux (Deed [Book 164, page 156](#));

Thence with Noble's line for the next three calls:

- (1) S 33 deg. 21 min. 21 sec. E, a distance of 661.92 ft. to a 5/8" iron pin (set);
- (2) N 57 deg. 18 min. 38 sec. E, a distance of 608.02 ft. to a 5/8" iron pin (set);
- (3) N 32 deg. 39 min. 46 sec. W, a distance of 1744.17 ft. to a 5/8" iron pin (set) by an 8" Wood Post, said iron pin being a corner to a 17.735 acre "Tract II" as conveyed to Vicki Pack, et al (Deed [Book 343, page 578](#));

Thence with Pack's Southeasterly line N 57 deg. 23 min. 38 sec. E, a distance of 925.43 ft. to a 5/8" iron pin (set) in a deteriorated 10" Wood Post, said iron pin being in the Westerly line of an original 55.50 acres "Tract I" also as conveyed to Vicki Pack, et al (Deed [Book 343, Page 578](#));

Thence with Pack's line passing a corner thereof and continuing with a line of 33.74 acres "Tract No. I" as conveyed to H & M Litter Farm, LLC (O.R. 129, Page 421) S 18 deg. 22 min. 37 sec. E, a distance of 378.36 ft. to a 5/8" iron pin (set), said iron pin being a corner to a 59.57 acres "Tract No. II" also as conveyed to H & M Litter Farm, LLC ([O.R. 129, Page 421](#));

Thence continuing with the line H & M Litter Farm, LLC S 31 deg. 32 min. 34 sec. E, a distance of 1770.42 ft. to a 5/8" iron pin (set);

Thence continuing with a H & M Litter Farm, LLC S 77 deg. 37 min. 13 sec E, a distance of 1404.37 ft. to a 5/8" iron pin (found), said iron pin being a corner to the aforementioned 10.000 acres tract as conveyed to Alecia J. Lee ([O.R. 529, Page 1150](#));

Thence with Lee's Westerly line S 12 deg. 22 min. 47 sec. W, a distance of 830.90 ft. to a 5/8" iron pin (found);

Thence with Lee's Southerly line S 81 deg. 56 min. 16 sec. E, passing a 5/8" iron pin (found) at 596.06 ft., a total distance of 615.80 ft. to the beginning containing 376.776 acres of land.

Bearings are based upon the Grid Azimuth (az. 08 deg. 31 min. 32.9 sec.) between site base station "Imboden" (2000) and National Geodetic Survey continuously operating reference station "Columbus Cors" and derived from gps observations taken August 5, 2004.

Land surveyed in August 2004, under the direction of Eric N. Lutz, registered Professional Surveyor No. 7232, the survey plat of which is referred to as Project No. S04-802 on file in the Office of Mccarty Associates, LLC, Washington Court House, Ohio

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their heirs and assigns, have hereunto set his, her their hands this 17 day of May 1926.

Signed and acknowledged in the presence of:

H.F. Alkire. SEAL

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Fred P. Griner.

Melissa Alkire. SEAL

Freeman P. Sprague.

STATE OF OHIO, PICKAWAY COUNTY, SS:

Before me, a Notary Public, in and for said County, on the 17 day of May 1926, personally came the above named H.F. Alkire & Melissa Alkire his wife, and acknowledged the signing of the foregoing instrument to be his, her, their free and voluntary act for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date last above written.

Fred P. Griner, Notary Public,
Pickaway County, Ohio. (SEAL)

My commission Expires Jan'y 25th 1928.

Received for Record Feb/6, 1928.
at 2 P.M. Fee \$1.00 ✓

Recorded Feb. 9, 1928.

Mary G. Morris, R.P.C.

#####

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by The Scioto Valley Railway and Power Company, a corporation organized under the laws of the State of Ohio, the receipt of which is hereby acknowledged, Roy S. Peck and Edna Peck, his wife, hereby grant and convey to the said The Scioto Valley Railway and Power Company, its successors and assigns forever, the right and easement to erect, construct and maintain poles, wires, anchors, fixtures and appliances for the purpose of transmitting and distributing electrical energy on and along the Bazore Mill- Clarksburg road and through, over and upon the lands of said grantor which adjoin and abut the said public road, together with the right of ingress and egress, to, from and over said premises. The lands covered by this easement are situated in the Township of Deer Creek, County of Pickaway, and State of Ohio, and part of Section Township..... and Range No..... and being bounded and described as:

Part of Surveys No. 3718, 7682 and 9574, Virginia Military Land, and being the same lands conveyed by Wm. D. Heiskel and H.N. Ater, Adm'r. to Roy S. Peck by deeds dated April 7, 1913 and Sept. 9, 1922, recorded in Vol. 90 page 570 and Vol. 102, page 63, Recorder's Office, Pickaway Co., Ohio.

The center line of poles shall be located, wherever practicable, about one and one-half (1½) feet on the road side of the present established highway line, or of the highway line as it may hereafter be established, and the cross arms of poles may overhand the lands of grantor wherever they do not interfere with structures on said lands.

The Scioto Valley Railway and Power Company shall have the right and privilege to trim, at any time and from time to time, the trees located near their circuit wires, which interfere or are liable to interfere with the normal operation of its circuit wires.

And in consideration of and for the rights herein granted it, said The Scioto Valley Railway and Power Company, by its acceptance hereof, agrees to pay all damages to the person or property of the said Grantor that may result from the negligent operation or maintenance of its electric transmission line aforesaid.

Jesse B. Hinton et al, to The Scioto Valley Ry & Power Co.
Easement Deed.

IN WITNESS WHEREOF, said Roy S. Peck and Edna Peck his wife, and for his, her, their heirs and assigns, have hereunto set his, her, their hand this twenty first day of May 1926.

Signed and acknowledged in the presence of: Roy S. Peck.

E.C. Shuab. Edna Peck.

Maggie Hurtt.

STATE OF OHIO, PICKAWAY COUNTY, SS:

Before me, a Notary Public, in and for said County, on the 7th day of Dec. 1927, personally came the above named Roy S. Peck and Edna Peck, his wife, and acknowledged the signing of the foregoing instrument to be his, her, their free and voluntary act for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date last above written.

C.E. Hill, Notary Public,
Pickaway County, Ohio. (SEAL)

Received for Record Feb. 6, 1928.
at 2:00 P.M. Fee \$1.00

My commission expires Jan 19, 1928.

Recorded Feb. 9, 1928.

Mary G. Morris, R.P.C..

#####

Deed of Easement

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by The Scioto Valley Railway and Power Company, a corporation organized under the laws of the State of Ohio, the receipt of which is hereby acknowledged, J. B. Hinton and Emma Hinton, his wife, hereby grant and convey to the said The Scioto Valley Railway and Power Company, its successors and assigns forever, the right and easement to erect, construct and maintain poles, wires, anchors, fixtures and appliances for the purpose of transmitting and distributing electrical energy on and along the Bazore Mill-Clarksburg road and through, over and upon the lands of said grantor which adjoin and abut the said public road, together with the right of ingress and egress, to, from and over said premises. The lands covered by this easement are situated in the Township of Deer Creek, County of Pickaway, and State of Ohio, and part of Section No. , Township No. and Range No. , and being bounded and described as:

Part of Survey No. 6542 and No. 9751, Virginia Military Land, and being the same lands conveyed by Chas. H. Zummehly, Adm'r. and Joe West, Sheriff to Jesse B. Hinton by deeds dated Feb. 6, 1906, recorded in Vol. 81, page 357, and April 23, 1920, recorded in Vol. 99, page 247, Records Office, Pickaway County, Ohio.

The center line of poles shall be located, wherever practicable, about one and one-half (1½) feet on the road side of the present established highway line, or of the highway line as it may hereafter be established, and the cross arms of poles may overhang the lands of grantor wherever they do not interfere with structures on said lands.

The Scioto Valley Railway and Power Company shall have the right and privilege to trim, at any time and from time to time, the trees located near their circuit wires, which interfere or are liable to interfere with the normal operation of its circuit wires.

And in consideration of and for the rights herein granted it, said The Scioto Valley Railway and Power Company, by its acceptance hereof, agrees to pay all damages to the person or property of the said Grantor that may result from the negligent operation or maintenance

12/1/64

#7699 EASEMENT
for
HIGHWAY PURPOSES
from
Barton W. Peck

to the
County of Pickaway

SH (ICH) No. 227 Co. Rd. No. 37
MS # 9751 Parcel No. 5
5542

KNOW ALL MEN BY THESE PRESENTS:
That Barton W. Peck (widower)
the Grantor
for and in consideration of the sum of fifty five and 51/100
dollars (\$ 55.51) and for other good and valuable considerations to him paid by the
County of Pickaway 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, clear of all ob-
structions which interfere with the improvement and/or maintenance of the highway, at the line of the
improvement in, upon and over the lands hereinafter described, situated in Deer Creek Township,
Pickaway County, Ohio, ~~SSS~~ ~~SSS~~
MS # 6227, 9751 and bounded and described as follows:
Being a tract of land 25 feet in width across, in, and through the property of the
Grantor adjacent to and including the present road and all lands of the said Grantor herein, lying and
being between the center line of the present road as existing and occupied June 1st, 1936, and a
line parallel thereto and 25 feet therefrom on the left
side thereof.

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

And the said Grantor, for himself and his heirs, executors, and administrators, hereby covenant
with the said Grantee, its successors and assigns that he is the true and lawful owner of said premises, and is
lawfully seized of the same in fee simple, and has 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 will warrant and defend the same against all claims of all
persons whomsoever.

And for the consideration aforesaid, none
hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.
IN WITNESS WHEREOF Barton W. Peck (widower)

have hereunto set his hand, the 6 day of November in the year of our Lord one thousand nine
hundred and thirty six

Signed and sealed in the presence of: Barton W. Peck

James E. Sweetman
Joseph A. Rooney, Jr.

STATE OF OHIO, Pickaway COUNTY, ss:
Before me, Notary Public
Barton W. Peck in and for said County and State, personally appeared the above named
same is his free act and deed. who acknowledged that he did sign the foregoing instrument and that the
Recorded, Feb. 8, 1937, SEAL IN TESTIMONY WHEREOF I have hereunto set my
in Pickaway County Joseph A. Rooney, Jr. hand and official seal at this
Record of Deeds, Vol. 121, Page 64 My comm. exp. 7/7/39
Florence T. Campbell Recorder
Recorder's Fee, \$ County Not for transfer
Joseph A. Rooney, Jr.

#7702 EASEMENT
for
HIGHWAY PURPOSES
from
Roy S. & Edna T. Peck

to the
County of Pickaway

SH (ICH) No. 718 Co. Rd. No. 37
MS # 9574 Parcel No. 7
3718 7592

KNOW ALL MEN BY THESE PRESENTS:
That Roy S. & Edna T. Peck
the Grantor
for and in consideration of the sum of sixty and 24/100
dollars (\$ 60.24) and for other good and valuable considerations to them paid by the
County of Pickaway 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, clear of all ob-
structions which interfere with the improvement and/or maintenance of the highway, at the line of the
improvement in, upon and over the lands hereinafter described, situated in Deer Creek Township,
Pickaway County, Ohio, ~~SSS~~ ~~SSS~~
MS # 9574, 3718 and bounded and described as follows:
Being a tract of land 50 feet in width across, in, and through the property of the
Grantor adjacent to and including the present road and all lands of the said Grantor herein, lying and
being between the center line of the present road as existing and occupied June 1st, 1936, and two
line parallel thereto and 25 feet therefrom on the right and left
side thereof.

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

And the said Grantor, 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 owner of said premises, and they are
lawfully seized of the same in fee simple, and has 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.

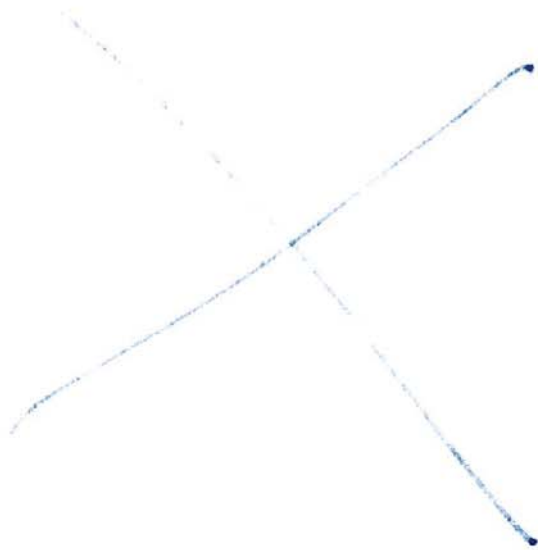
And for the consideration aforesaid, Roy S. Peck & Edna T. Peck, husband and wife, each
hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.
IN WITNESS WHEREOF Roy S. Peck & Edna T. Peck, husband and wife

have hereunto set their hand, the 4 day of November in the year of our Lord one thousand nine
hundred and thirty six

Signed and sealed in the presence of: Roy S. Peck
Edna T. Peck

James E. Sweetman
Joseph A. Rooney, Jr.

STATE OF OHIO, Pickaway COUNTY, ss:
Before me, Notary Public
Roy S. Peck and Edna T. Peck in and for said County and State, personally appeared the above named
same is their free act and deed. who acknowledged that they did sign the foregoing instrument and that the
Recorded, Feb. 8, 1937, SEAL IN TESTIMONY WHEREOF I have hereunto set my
in Pickaway County Joseph A. Rooney, Jr. hand and official seal at this
Record of Deeds, Vol. 121, Page 63 My comm. exp. 7/7/39
Florence T. Campbell Recorder
Recorder's Fee, \$ County Not for transfer
Joseph A. Rooney, Jr.



12/1/71

#7717 EASEMENT
for
HIGHWAY PURPOSES
from
Wesley Drummond
Dean Godden
to the
County of Pickaway
SH (ICH) No. Co. Rd. No. 37
Parcel No. 16

KNOW ALL MEN BY THESE PRESENTS:
That Wesley Drummond and Dean Godden
the Grantor, S.
for and in consideration of the sum of two hundred, eighty eight and 97/100
dollars (\$288.97) and for other good and valuable considerations to them paid by the
County of Pickaway 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, clear of all ob-
structions which interfere with the improvement and/or maintenance of the highway, at the line of the
improvement in, upon and over the lands hereinafter described, situated in Deer Creek Township,
Pickaway County, Ohio, Section 8, T8S, R6E, S3774, 3665, and bounded and described as follows:
Being a tract of land 25 feet in width across, in, and through the property of the
Grantor adjacent to and including the present road and all lands of the said Grantor herein, lying and
being between the center line of the present road as existing and occupied June 1st, 1936, and a
line parallel thereto and 25 feet therefrom on the right
side thereof.

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

And the said Grantor S. 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 owner S. of said premises, and they are
lawfully seized of the same in fee simple, and has 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, Edith Godden wife of Dean Godden
herely relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.
IN WITNESS WHEREOF, Wesley Drummond (unmarried), Dean Godden & Edith Godden husband
and wife have hereunto set their hands, the 20 day of November in the year of our Lord one thousand nine
hundred and thirty six.

Signed and sealed in the presence of:
James E. Sweetman
Joseph A. Rooney, Jr.
Wesley Drummond
Dean Godden
Edith Godden

STATE OF OHIO, Pickaway COUNTY, ss:
Before me, a Notary Public in and for said County and State, personally appeared the above named Wesley Drummond,
Dean Godden and Edith Godden who acknowledged that they did sign the foregoing instrument and that the
same is their free act and deed.
Recorded Feb. 10, 1937, in Pickaway County, Ohio, Vol. 121, Page 71
Florence Campbell, Recorder
Recorder's Fee, \$ County
SEAL
Joseph A. Rooney, Jr.
My comm. exp. 7/7/39
IN TESTIMONY WHEREOF I have hereunto set my
hand and official seal at this
20 day of November A. D. 1936
Joseph A. Rooney, Jr.
Not for transfer

#7718 EASEMENT
for
HIGHWAY PURPOSES
from
Frank V. Carter
Lillie M. Carter
to the
County of Pickaway
SH (ICH) No. Co. Rd. No. 37
Parcel No. 11

KNOW ALL MEN BY THESE PRESENTS:
That Frank V. Carter and Lillie M. Carter
the Grantor, S.
for and in consideration of the sum of two hundred, forty four, and 42/100
dollars (\$244.42) and for other good and valuable considerations to them paid by the
County of Pickaway 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, clear of all ob-
structions which interfere with the improvement and/or maintenance of the highway, at the line of the
improvement in, upon and over the lands hereinafter described, situated in Deer Creek Township,
Pickaway County, Ohio, Section 8, T8S, R6E, S3774, 3665, and bounded and described as follows:
Being a tract of land 25 feet in width across, in, and through the property of the
Grantor adjacent to and including the present road and all lands of the said Grantor herein, lying and
being between the center line of the present road as existing and occupied June 1st, 1936, and a
line parallel thereto and 25 feet therefrom on the left
side thereof.

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

And the said Grantor S. 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 owner S. of said premises, and they are
lawfully seized of the same in fee simple, and has 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, Frank V. Carter and Lillie M. Carter husband and wife each
herely relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.
IN WITNESS WHEREOF, Frank V. Carter and Lillie M. Carter husband and wife
have hereunto set their hands, the 7 day of November in the year of our Lord one thousand nine
hundred and thirty six.

Signed and sealed in the presence of:
James E. Sweetman
Joseph A. Rooney, Jr.
Frank V. Carter
Lillie M. Carter

STATE OF OHIO, Pickaway COUNTY, ss:
Before me, a Notary Public in and for said County and State, personally appeared the above named
Frank V. Carter and Lillie M. Carter who acknowledged that they did sign the foregoing instrument and that the
same is their free act and deed.
Recorded Feb. 10, 1937, in Pickaway County, Ohio, Vol. 121, Page 71
Florence Campbell, Recorder
Recorder's Fee, \$ County
SEAL
Joseph A. Rooney, Jr.
My comm. exp. 7/7/39
IN TESTIMONY WHEREOF I have hereunto set my
hand and official seal at this
7 day of November A. D. 1936
Joseph A. Rooney, Jr.
Not for transfer



#4734
OIL AND GAS LEASE

AGREEMENT, Made and entered into the 18th day of May, 1956
by and between Frank V. Carter and Blanche G. Carter, his wife

of Williamsport, Ohio hereinafter called LESSOR (whether one or more), and Kewanee Oil Company, P.O. Box 2239, Tulsa, Oklahoma, hereinafter called LESSEE: WITNESSETH:

1. That the LESSOR, for and in consideration of the sum of One and more Dollars (\$1.00), in hand paid by the LESSEE, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the LESSEE, to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said LESSEE, its successors and assigns, for the purpose of exploring by geophysical and other methods and drilling, mining, and operating for oil, gas, casinghead gas, and other petroleum products and of building and maintaining roadway, pipelines, telephone and telegraph lines, power lines, and rod lines, and of building tanks, power stations, ponds, improvements and structures thereon to produce, store and transport petroleum products, and the injecting of water, brine and other fluids into subsurface strata, and doing all other things reasonably necessary to carry on said operations, all that certain tract or tracts of land situated in the Township of Deer Creek County of Pickaway, State of Ohio, being bounded and described, to-wit: On the North by lands of Joe Wardell, Wayne Chester, H. J. Litter On the East by lands of Norman Godden On the South by lands of Lloyd Drummond On the West by lands of Lloyd Drummond, Joe Wardell and containing 307 acres, more or less.

2. It is agreed that this lease shall remain in force for a term of ten (10) years from this date hereinafter called "primary term", and a long thereafter as oil, gas or casinghead gas, or either of them, is produced from the said land by LESSEE, or from land pooled or combined therewith, or operations for drilling are continued as hereinafter provided.

3. In consideration of the premises the said LESSEE covenants and agrees to deliver to the credit of LESSOR, free of cost, in pipe lines to which LESSEE may connect its wells, and equal one-eighth (1/8) part of all oil produced and saved from the leased premises; or, at the LESSEE'S option, may pay to the LESSOR, for such one-eighth (1/8) royalty, the posted market price for oil of like grade and gravity in the field where said oil is produced, prevailing on the day such oil is run into the pipe line or into the storage tanks.

4. LESSEE agrees to pay to LESSOR, as royalty from any gas well the market value, at the mouth of the well or wells, for one-eighth (1/8) of the gas sold by the LESSEE while the same is being marketed from the premises; LESSOR is to have gas free of cost from any such well or wells, for all stoves and all inside lights in the principal dwelling house on said land during the time gas is produced; LESSOR to make his own connection with the well or wells, at his own risk and expense at all times. The LESSEE shall pay to LESSOR the sum of Fifty (\$50.00) Dollars each year as royalty on each gas well where gas only is found and same is not sold commercially, and while said royalty is so paid, said well shall be held to be a producing well under the terms of this lease, said royalty to be paid on or before the anniversary date of the lease next following the year during which no gas was sold commercially from such well.

5. LESSEE agrees to pay to LESSOR as royalty for gas produced from any oil or gas well and used by the LESSEE for the manufacture of gasoline, one-eighth (1/8) of the market value of such gas at the mouth of the well. If such gas is sold by LESSEE, then LESSEE agrees to pay to LESSOR as royalty, one-eighth (1/8) of the net proceeds derived from the sale of said casinghead gas at the mouth of the well.

6. If no operations for the drilling of a well be commenced on said land, or on land pooled or combined therewith, on or before the 18th day of May, 1957, this lease shall terminate as to both parties, unless the LESSEE shall on or before that day pay or tender to the LESSOR, or to the LESSOR'S credit in the Farmers National Bank, at Williamsport, Ohio

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Thirty-eight and 70/100ths (\$38.70) Dollars, which shall

operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. The payments herein referred to may be made in currency, draft or check by depositing same in any post office, with sufficient postage and addressed to the LESSOR, or said bank, or to the LESSOR in care of said bank or its successors, on or before said last mentioned date, and shall be deemed payment as herein provided; said bank and its successors being the agent or agents of LESSOR. 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 the first rental is payable as aforesaid, but also the LESSEE'S option of extending that period as aforesaid, and any and all other rights herein conferred.

7. If at any time prior to the discovery of oil, gas, casinghead gas, or other minerals, on this land, and during the primary term of the lease, the LESSEE shall drill a dry hole, or hole on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental-paying date after the completion of such dry hole, or hole, or provided the LESSEE begins or resumes the payment or tender of rentals on or before such next ensuing rental-paying date, in the manner and amount hereinabove provided, and in the event the paragraphs hereof governing the payment and tender of rentals and effect thereof shall continue in full force and effect. It is expressly agreed that if LESSEE is engaged in drilling operations on said land at the expiration of the primary term of the lease, this lease shall remain in force and its terms shall continue as long as such operations are prosecuted with reasonable diligence, and if oil or gas, or either of them be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the primary term.

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 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 lease 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 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. Whenever any mortgage or land contract foreclosure proceedings are instituted by anyone, or whenever any proceeding of any character or adverse claim or dispute arises concerning the title to the above real estate, or the leasehold interest therein, the time covered by the pending of such proceeding, claim or dispute shall not be counted against LESSEE, either as affecting the term of the lease or the time for payment of rentals, royalties or other monies due under this lease, or for any purpose, and LESSEE may, without impairing the validity of this lease, suspend all such payments without interest and with all consequent charges and taxes for such suspension of payment, borne by LESSOR, until the expiration of the time for redemption from any such foreclosure or other proceedings, or until there is a final adjudication of the adverse claim or dispute. And in case said land, or any part thereof is redeemed, LESSEE may, if it elects to do so upon notification of such redemption, or the determination of settlement of said claim in dispute, pay the rentals and continue said lease in full force.

10. If within the primary term of this lease, production on the leased premises, or on land pooled or combined therewith, shall cease from any cause, this lease shall not terminate, provided operations for the drilling of a well shall be commenced within ninety (90) days after such production ceases; or provided LESSEE begins or resumes the payment or tender of rentals within said ninety (90) day period, in the amount and in the manner hereinbefore provided. If after the expiration of the primary term of this lease production on the leased premises, or on land pooled or combined therewith, shall cease from any cause, this lease shall not terminate provided LESSEE either succeeds in bringing back production on said premises or on land pooled or combined therewith, within six (6) months from such cessation, or LESSEE shall, within such six (6) months' period, resume operations for drilling a well, and this lease shall remain in full force as long as such operations are prosecuted with reasonable diligence, and if any such well shall be productive of oil, gas, or casinghead gas, then such lease shall continue in full force and effect so long as oil, gas, casinghead gas, or either of them shall be produced from said land.

11. LESSEE shall have the privilege of excavating for water, and the further privilege of using, free of charge, sufficient oil, water, (except water from the wells of the LESSOR), gas, or casinghead gas from said premises for the proper prosecution of its operations; also the right to inject brine or other by-products produced from oil and gas wells drilled on or in the vicinity of said lands, into formations in said lands, except producing oil and gas formations. While the leased lands are used for the injection of water, brine or other fluids produced from other premises, the LESSEE shall pay to LESSOR the sum of twenty-five (\$25.00) Dollars per year for each well used for such injection.

12. LESSEE shall have the exclusive right, if it so elects to exercise same, to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving the waste oil that flows down the creeks, ravines and across the land embraced in this lease, whether said oil is produced from lands covered by this lease or other lands, and LESSOR shall be entitled to receive the royalty hereinbefore reserved on all such oil so saved. LESSOR agrees that he will not create any fire hazard on said premises nor permit any of his tenants or representatives to create same.

13. LESSEE may, at its option, pump and operate wells on adjoining lands by powers or rods upon the above premises, and lay and maintain pipe lines across said lands to other lands. When requested by LESSOR, LESSEE shall bury its pipe lines below plow depth. No well

4 200
1006-2-567

FOR ASSIGNMENT OF LEASE
TO Kewanee Oil Company
SEE ORIGINAL COPY IN FILE # 2251
10-26-63
J. W. ...
D. R. ...

shall be drilled nearer than two hundred (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 operation to growing crops on said land. LESSEE shall have the right at any time to remove all machinery, fixtures and improvements placed on said premises, including the right to draw and remove casings.

14. 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 herein provided for shall be paid to LESSOR only in the proportion which LESSOR'S interest bears to the whole and undivided fee simple estate. If all, or any part of the leased premises and the minerals therein or thereunder are now, or shall hereafter be, owned in severalty or in separate tracts, the premises nevertheless shall be considered as one tract, in so far as the royalty is concerned, and all royalties accruing hereunder shall be treated as an entirety, and shall be divided among and paid or delivered to the separate owners thereof, in the proportion that the acreage owned by each separate owner and his mineral interest therein, bears to the entire leased acreage and the entire mineral interest therein. There shall be no obligation on the part of the LESSEE to offset wells on separate tracts into which this lease, or the land covered by such lease, or the minerals therein or thereunder, are now, or may be hereafter, divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

15. 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 minerals, or assignments of rental or royalties shall be binding on the LESSEE until after the LESSEE has been furnished with a written transfer order, and the conveyance or a certified copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or parts of the above described lands, and the LESSEE, 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, or make default in the performance of any other obligation, such default shall not operate to defeat or affect this lease in so far as it covers the part or parts of said lands upon which the said LESSEE or any assignee thereof shall make due payment of said rental, or perform the obligations as to said part of said lease. No forfeiture of this lease shall be declared for any default in performance of any of the covenants of this lease by LESSEE until LESSOR shall have given notice in writing by registered mail, specifying the alleged default and thereupon LESSEE shall have a reasonable time after receipt of said notice in which to rectify said default, if any.

16. If at any time there be as many as ten (10) parties entitled to rentals or royalties, LESSEE may withhold payments thereof, without interest, until all parties, or any group or number thereof required by LESSEE, shall designate in writing, in a recordable instrument to be filed with the LESSEE, a common agent to receive all payments due hereunder and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

17. LESSOR hereby warrants and agrees to defend the title to the lands herein described and agrees that the LESSEE shall have the right at any time to redeem for LESSOR by payment, any mortgages, taxes, land contracts, purchase contracts, or other liens on the above described lands in the event of default by LESSOR, and be subrogated to the rights of the holder thereof, with full right to enforce the same, and in addition thereto may retain, for the satisfaction of such lien or indebtedness, all royalties and rentals accruing hereunder.

18. 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 there- of to the LESSOR, or by placing a release or discharge thereof of record in the proper county, 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.

19. This agreement shall be binding as to each LESSOR, his heirs, executors, administrators, representatives, successors and assigns, on execution, notwithstanding some of the LESSORS above named may not join in the execution hereof.

Consideration for the within and foregoing instrument is more than \$ 100 00

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 10th day of May A. D. 1956

Signed and delivered in the presence of:
W. C. Campbell (SEAL)
Frank V. Carter (SEAL)
Blanche G. Carter (SEAL)

ACKNOWLEDGMENT
State of OHIO
County of PICKAWAY
On this 10th day of May 1956 before me a Notary Public in and for said county, personally appeared Frank V. Carter and Blanche G. Carter, his wife

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.
H. W. CAMPBELL
Notary Public, Pickaway Co., Ohio
My Commission Expires May 18, 1958

ACKNOWLEDGMENT
day of 19 before me a
in and for said county, personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.
Notary Public in and for County, State of

OIL & GAS LEASE
FROM Frank V. Carter
TO Blanche G. Carter
Barnes Oil Co.
Date 19
Section Township Range
No. of Acres Term
STATE OF OHIO
County of Pickaway
This instrument was filed for record on the 21 day of Dec. 1956 at 9:00 o'clock A.M. and duly recorded in Book 6 Page 567 of the records of this office.
Blanche G. Campbell
By A. P. B.
When Recorded Return to:
Return for:
P. O.
Registered in Company

7-30-1956
Blanche G. Campbell
A. P. B.
Recorder

STATE OF OHIO)
)
COUNTY OF PICKAWAY)

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KEWANEE OIL COMPANY, a corporation, hereinafter referred to as "Assignor", hereby bargains, sells, assigns, transfers and conveys unto McMAHON-BULLINGTON DRILLING COMPANY, a partnership composed of John L. McMahon, Jr., Joseph K. McMahon, Ralph E. Bullington and W. H. Rouzer, ~~1000 Corporate Center Building~~ ^{1313 Eighth Street,} Wichita Falls, Texas; Myra K. McMahon, whose address is 1313 Eighth Street, Wichita Falls, Texas; ~~Herbert B. Story,~~ ^{Herbert B. Story,} ~~1000 Corporate Center~~ whose address is 500 City National Building, Wichita Falls, Texas; and The Hanna Mining Company, a corporation, whose address is 1300 Leader Building, Cleveland 14, Ohio, hereinafter referred to as "Assignees", their heirs, successors and assigns, (in the proportions of seven-sixteenths (7/16) to McMahon-Bullington Drilling Company, one thirty-second (1/32) to Myra K. McMahon, one thirty-second (1/32) to ~~Herbert B. Story~~ ^{Herbert B. Story} and one-half (1/2) to The Hanna Mining Company), an undivided three-fourths (3/4) of "Assignor's" right, title and interest in and to each of the oil and gas leases described and set forth in Exhibit "A" hereto attached, and made a part hereof, insofar only as said leases respectively cover the lands specifically described opposite the separate designations of said leases in said Exhibit "A", said lands being situated in Pickaway County, Ohio, (said leases and lands being hereinafter sometimes referred to as "lease acreage"), subject to the following terms and conditions:

1. This Assignment is made subject to all of the terms and express and implied covenants and conditions of the leases described in said Exhibit "A", insofar as said leases cover or relate to the lands described opposite the separate designations of said leases in said Exhibit "A", which terms, covenants and conditions to the extent of the interest herein assigned "Assignees" hereby assume and agree to perform.

2. This Assignment is made without warranty of any kind.

TO HAVE AND TO HOLD said "lease acreage" unto "Assignees", their heirs,

VOL 011 PAGE 307

successors and assigns, subject to the terms, covenants and conditions hereinabove set forth.

EXECUTED this 17th day of October, 1963.

ATTEST:

KEWANEE OIL COMPANY

[Signature]
Assistant Secretary

By [Signature]
Vice President *Kid.*

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10 day of October, 1963, personally appeared J. M. Harbison, to me known to be the identical person who subscribed the name of KEWANEE OIL COMPANY to the foregoing instrument as its Vice 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 and deed of such corporation, for the uses and purposes therein set forth.

My commission expires:
My Commission Expires July 31, 1965

Mary Bell Overstreet
Notary Public

EXHIBIT "A" PAGE 1

STATE OF OHIO

COUNTY OF PICKAWAY

Lease No.	Lessor	Lessee	Date	Description	Recorded Book	Page
U-2993	Herman G. Rowland, et ux	Kewanee Oil Company	4-26-56	125 acres in Township of Muhlenberg bounded as follows: North by lands of Carl Leist East by lands of George Mowery, Harry Melvin and Chester Reese South by lands of Harford Renick West by lands of Carl Leist	6	259
U-3327	Herschel W. Litter, et ux	Kewanee Oil Company	5-16-56	93.33 acres in Township of Deer Creek bounded as follows: North by lands of Wayne Chester, Walter Hughes East by lands of Pryor Timmons, Norman Godden South by lands of Frank Carter West by lands of Frank Carter	6	605
U-3328	Victor Ater, et ux	Kewanee Oil Company	5-17-56	89.66 acres in Township of Deer Creek bounded as follows: North by lands of Lloyd Shaw, Laura Kibby East by lands of Lloyd Shaw, Eugene and Allen Grigsby South by lands of W. R. Pyle West by lands of W. R. Pyle	6	549
U-3329	Eugene L. Grigsby, et al	Kewanee Oil Company	5-17-56	266 acres in Township of Deer Creek bounded as follows: North by lands of Lloyd Shaw, Lindsay East by lands of Ben Miller, Olive Hurst South by lands of Heber Ater, W. H. Hurley West by lands of Virginia Ater, W. R. Pyle	6	587
U-3330	Frank V. Carter, et ux	Kewanee Oil Company	5-18-56	387 acres in Township of Deer Creek bounded as follows: North by lands of Joe Wardell, Wayne Chester and H. W. Litter East by lands of Norman Godden South by lands of Lloyd Drummond West by lands of Lloyd Drummond, Joe Wardell	6	567

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Lease No.	Lessor	Lessee	Date	Description	Recorded Book	Page
U-3342	Wayne Chester, a single man	Kewanee Oil Company	5-18-56	73 acres in Township of Deer Creek bounded as follows: North by lands of C. T. Ater, W. R. Pyle East by lands of Walter L. Hughes South by lands of H. W. Litter West by lands of Frank V. Carter	6	569
U-3345	Marcus Ebenhack, et ux	Kewanee Oil Company	5-25-56	155 acres in Township of Deer Creek bounded as follows: North by lands of Ervin Snyder heirs East by lands of Ervin Snyder heirs South by lands of Clark K. Hunsicker West by lands of Deer Creek	6	583
U-3346	Pryor B. Timmons, et ux	Kewanee Oil Company	5-16-56	Insofar as said lease covers the following described tract: 200 acres in Deer Creek Township, Pickaway County, bounded as follows: North by lands of Walter Hughes East by lands of Deer Creek South by lands of M. Godden, Mrs. Overly West by lands of Walter Hughes, Herschel Litter	6	431
U-3349	Essie F. Ater, a widow	Kewanee Oil Company	5-23-56	Insofar as said lease covers the following described tracts: 1. 126.16 acres in Deer Creek Township, bounded as follows: North by lands of W. R. Pyle East by lands of W. R. Pyle South by lands of Wyne Chester West by lands of Richard Simkins 2. 37.23 acres in Deer Creek Township, bounded as follows: North by lands of Lessor East by lands of Wyne Chester and Frank Carter South by lands of Frank Carter West by lands of Charles Nobel, Joe Wardell and Frank Carter	6	551

Lease No.	Lessor	Lessee	Date	Description	Recorded Book	Page
U-3506	Lloyd Shaw, et al	Kewanee Oil Company	5-28-56	150 acres in Township of Deer Creek bounded as follows: North by lands of Raymond Lindsey East by lands of Eugene Grigsby South by lands of Eugene Grigsby West by lands of Laura Kibby	6	633
U-3507	Russell A. Timmons, et ux	Kewanee Oil Company	5-25-56	125 acres in Township of Deer Creek bounded as follows: North by lands of Eugene Grigsby, J. W. Haughn, et al East by lands of Deer Creek South by lands of Walter Hughes West by lands of Walter Hughes	6	635
U-3508	Anno E. Miller, a widow	Kewanee Oil Company	5-26-56	179 acres in Township of Deer Creek bounded as follows: North by lands of Pennsylvania Railroad East by lands of Louise G. Bennett, et al South by lands of William Alkire West by lands of A. M. Vlerebome	6	609
U-3509	H. N. Ater, a single man	Kewanee Oil Company	5-26-56	87.25 acre in Township of Deer Creek bounded as follows: North by lands of Eugene Grigsby, et al East by lands of Deer Creek South by lands of Russell A. Timmons West by lands of Eugene Grigsby, et al	6	553
U-3512	Charles D. Noble, et ux	Kewanee Oil Company	5-29-56	24 acres in Township of Deer Creek bounded as follows: North by lands of Richard S. mkins East by lands of Esyre Ate South by lands of Elmer Ate West by and of Charles H. Noble	7	81

COUNTY OF PICKAWAY

STATE OF OHIO

EXHIBIT "A" PAGE 4

Leave No.	Lessee	Lessor	Date	Description	Recorded Book	Page
U-3513	John Lindsey, et ux	Kewanee Oil Company	5-31-56	223 acres in Township of Deer Creek bounded as follows: North by lands of Pennsylvania Railroad East by lands of Deer Creek South by lands of Lloyd Shaw, Jr. West by lands of Laura M. Kibby	7	7
U-4102	George C. Kern, et ux	Kewanee Oil Company	6-29-56	462.42 acres in Township of Jackson bounded as follows: North by lands of Frank L. Bowling East by lands of Laura M. Kibby, Arne Justice South by lands of Luther A. Ruff, Blanche P. Rigger West by lands of Wm. O. Brown, Grice Road #129	6	601
U-4104	Clarence W. Bidwell, et ux	Kewanee Oil Company	6-26-56	173.41 acres in Township of Jackson bounded as follows: Tract 1 North by lands of Hill Road #130 East by lands of George Kern South by lands of George Kern West by lands of Highway #56, containing 123.41 acres Tract 2 North by lands of Highway #56 East by lands of Luther Ruff South by lands of Luther Ruff West by lands of Charles Trump, containing 50 acres	6	559

Lease No.	Lessor	Lessee	Date	Description	Recorded Book	Page
U-4110	Frank L. Bowling, et ux	Kewaree Oil Company	6-27-56	928.66 acres in Township of Jackson bounded as follows: Tract 1: North by lands of Circleville-Land Road #3 East by lands of Geo. G. Adkins South by lands of Geo. Kern, Chas. Holland, Paul Thompson, State Route #56 West by lands of Hill Road #130, containing 720 acres Tract 2: North by lands of Anna Justice, Chas. Stoer East by lands of Nannie E. Roth South by lands of Regina Carle West by lands of Luther Ruff, containing 208.66 acres	6	561
U-4111	Harry J. Clifton, et ux	Kewaree Oil Company	6-26-56	366.75 acres in Township of Jackson bounded as follows: North by lands of Highway #56, Charlotte Ruff East by lands of Grice Road #129 South by lands of Grice Road #129 West by lands of Robert Barries, Magdalene Trump	6	565
U-4112	Floyd M. Hughes, a w dowe:	Kewaree Oil Company	6-29-56	37.32 acres in Township of Deer Creek bounded as follows: North by lands of Town of Williamsport, Warren Wright East by lands of Dahl Miller South by lands of Elear or Snyder West by lands of Corporation limits of Williamsport	6 7	593 Re-recorded 121
U-4113	Lena Scheiter, a single person, et al	Kewaree Oil Company	6-23-56	96 acres in Township of Deer Creek bounded as follows: North by land of Gare Scheiter, Keye, Road East by lands of Keye, Road South by land of Emma Bauer, A. Horries West by lands of Gare Scheiter, Chas. Carmear	6	617

COUNTY OF PICKAWAY

STATE OF OHIO

EXHIBIT "A" PAGE 6

Lease No.	Lessee	Lessor	Date	Description	Recorded Book	Page
U-4115	Charles W. Schleich, et ux	Kewanee Oil Company	6-29-56	181.92 acres in Township of Deer Creek bounded as follows: North by lands of Grace Schein, Jack Lake East by lands of C. H. Carmean, John S. Dunlap South by lands of John S. Dunlap, Edna N. Newhouse West by lands of Wm. D. Radcliff, Edna N. Newhouse	7	51
U-4116	Grace Schein, a single person	Kewanee Oil Company	6-23-56	96 acres in Township of Deer Creek bounded as follows: North by lands of Keyes Road East by lands of Keyes Road, Lena Schein, et al South by lands of Joseph Schleich, Chas. Carmean West by lands of Jack Lake, Joseph Schleich	6	615
U-4122	Clarence J. Knecht, et ux	Kewanee Oil Company	7-3-56	151 acres in Township of Jackson and Monroe bounded as follows: North by lands of C. W. Bidwell, Luther Ruff East by lands of Harry Clifton South by lands of Robert Barnes West by lands of T. W. Work, Donald Trump	6	603
U-4124	Robert O. Barnes, et ux	Kewanee Oil Company	6-28-56	179.47 acres in Townships of Jackson and Monroe, bounded as follows: North by lands of T. B. Work; C. J. Knecht East by lands of Harry Clifton, Anna Justice South by lands of Wm. E. Schleich West by lands of Darbyville-Williamsport Road #24	6	563

EXHIBIT "A" PAGE 7

STATE OF OHIO

COUNTY OF PICKAWAY

Lease No.	Lessor	Lessee	Date	Description	Book	Recorded Page
U-4196	Ralph E. Long, et ux, et al	Kewanee Oil Company	7-16-56	378 acres in Townships of Muhlenberg and Jackson, bounded as follows: North by lands of Darby Creek East by lands of Sterling Crowman South by lands of Carl Bach West by lands of Darbyville-Williamsport Road, F. E. Ginder	7	71
U-4688	R. C. Stark, et al	Kewanee Oil Company	9-21-56	276 acres in Township of Deer Creek bounded as follows: North by lands of State Highway 138 East by lands of J. D. Carter and Wm. T. Shaw South by lands of H. Adkins, also known as U.S.A. Unit 232 West by lands of Bennett Heffner, et al	7	97

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315
\$9.00/d.

VOL. 11 PG 307
Hazel M. Yeatts
 Recorder, Pickaway County, Ohio
 OCT 26 1963
 RECEIVED 4:50 P.M. RECORD OF PICKAWAY COUNTY
 RECORDED Oct 28 1963

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08177

Lease No. U-3330

RELEASE OF OIL AND GAS LEASE

The undersigned KEWANEE OIL COMPANY P. O. BOX 2239 TULSA. OKLAHOMA, does hereby release, relinquish and surrender all of its right, title and interest in and to a certain oil and gas lease dated the 18th day of May, 1956, made and entered into by and between Frank V. Carter et ux, Lessor, and Kewanee Oil Company, Lessee, recorded in Book 6, Page 567, of the records of Pickaway County, Ohio.

Dated this 1st day of June, 1966.

KEWANEE OIL COMPANY

By T. G. Costakis, Manager of Exploration

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of June, 1966, personally appeared T. G. COSTAKIS, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its Manager of Exploration and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Jayce Hale
Notary Public

My Commission Expires:

November 4, 1969

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VOL. 16 PG. 489

Hazel M. Grazier
Recorder, Pickaway County, Ohio

JUL 30 1966

RECORD
OF PICKAWAY COUNTY
RECEIVED TO THE CLERK
A. M.
AUG. 1, 1966

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PAGE 489

201400000785
 Filed for Record in
 PICKAWAY COUNTY, OHIO
 JOYCE R. GIFFORD, COUNTY RECORDER
 02-10-2014 At 09:12 am.
 ASSIGN LEAS 108.00
 OR Volume 692 Page 2251 - 2261

2013/23/674
 CONCOR LAND TITLE BOX

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of the 7 day of February, 2014 by and between **TRI CARD FARMS, LLC**, an Ohio limited liability company ("Assignor"), having a principal place of business at 5602 Tunbridge Crossing, Ft. Wayne, Indiana 46815, and **PREMIERE PARTNERS IV, L.P.**, an Illinois limited partnership, its successors and assigns ("Assignee"), having a principal place of business at c/o Westchester Group Investment Management, Inc., 2004 Fox Drive, Suite L, Champaign, Illinois 61820, relating to the purchase and sale of that real property described in **Exhibit A** attached hereto and incorporated herein (the "Property").

RECITALS:

WHEREAS, Assignor desires to assign all of its rights and privileges as successor-in-interest to lessor in and to certain Oil and Gas Leases, and Assignees desire to assume all of the obligations of Assignor relating to those certain leases of all or a portion of the Property, as more fully described in **Exhibit B** attached hereto and incorporated herein (the "Leases"), on the terms and conditions hereinafter specified;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions hereinafter set forth and of other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee its right, title and interest in, under and to the Leases.
2. Assignee hereby accepts the assignment, transfer and conveyance of the Leases and hereby assumes all of Assignor's obligations and liabilities under the Leases accruing on or after the date hereof.

3. Assignor hereby certifies, represents and warrants to Assignee that Assignor has full power and authority to enter into this Assignment.
4. Assignee hereby certifies, represents and warrants to Assignor that Assignee has full power and authority to enter into this Assignment.
5. Assignor hereby agrees that it shall defend, indemnify and hold harmless Assignee from and against any and all claims, liabilities, damages, losses, suits, costs and expenses of every kind, nature and type (including reasonable attorney's fees) asserted by any other person, entity or party for or on account of any obligations and liabilities accruing out of or under the Leases prior to the date hereof.
6. Assignee hereby agrees it shall defend, indemnify and hold harmless Assignor from and against any and all claims, liabilities, damages, losses, suits, costs and expenses of every kind, nature and type (including reasonable attorney's fees) asserted by any other person, entity or party for or on account of any obligations and liabilities accruing out of or under the Leases on or after the date hereof.
7. Assignor shall be entitled to all income from the Leases relating to the time period prior to the date hereof. Assignee shall be entitled to all income from the Leases relating to the time period on or after the date hereof.
8. This Assignment shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment effective the date first hereinabove written.

ASSIGNOR:

TRI CARD FARMS, LLC,
an Ohio limited liability company

By: David Schlyneffel
Printed Name: DAVID SCHLYNEFFEL
Its: OPERATING OFFICER

ASSIGNEE:

PREMIERE PARTNERS IV, L.P., an Illinois Limited Partnership

BY: Premiere IV L.L.C., a Washington Limited Liability Company, Its General Partner

BY: Cozad/Westchester Agricultural Asset Management Partnership, a Delaware General Partnership, Its Manager

BY: Cozad Asset Management, Inc., an Illinois Corporation,
Its General Partner

BY: _____
Name: Stuart T. Meacham
Title: Vice President

BY: Global Agricultural Partners, Inc., formerly Westchester Group,
Inc., an Illinois Corporation, Its General Partner

BY: _____
Name: Kristin L. Wise
Title: Secretary

STATE OF ~~OHIO~~ INDIANA)
) SS
COUNTY OF Allen 5th)

On this 5th day of February, 2014, before me, a Notary Public in and for said County and State, personally came DAVID SCHLEINKNER, the OPERATING OFFICER of Tri Card Farms, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument on behalf of the limited liability company.

[Signature]
Notary Public
NOTARY PUBLIC
Comm. # 647207
NOTARY SEAL
My Commission Expires 09-03-2021
STATE OF INDIANA

Commission Expiration: 9/3/2021

STATE OF Indiana)
) SS
COUNTY OF Allen)

On this 5th day of February, 2014, before me, a Notary Public in and for said County and State, personally came Stuart T. Meacham, Vice President of Cozad Asset Management, Inc., an Illinois Corporation, General Partner of Cozad/Westchester Agricultural Asset Management Partnership, a Delaware General Partnership, Manager of Premiere IV L.L.C., a Washington Limited Liability Company, General Partner of Premiere Partners IV, L.P., an Illinois Limited Partnership, who acknowledged that he did sign the foregoing instrument on behalf of the limited partnership.

Notary Public

Commission Expiration: _____

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment effective the date first hereinabove written.

ASSIGNOR:

TRI CARD FARMS, LLC,
an Ohio limited liability company

By: _____
Printed Name: _____
Its: _____

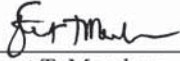
ASSIGNEE:

PREMIERE PARTNERS IV, L.P., an Illinois Limited Partnership


BY: Premiere IV L.L.C., a Washington Limited Liability Company, Its General Partner

BY: Cozad/Westchester Agricultural Asset Management Partnership, a
Delaware General Partnership, Its Manager

BY: Cozad Asset Management, Inc., an Illinois Corporation,
Its General Partner

BY: 
Name: Stuart T. Meacham
Title: Vice President

BY: Global Agricultural Partners, Inc., formerly Westchester Group,
Inc., an Illinois Corporation, Its General Partner

BY: 
Name: Kristin L. Wise
Title: Secretary

STATE OF OHIO)
) SS
COUNTY OF _____)

On this _____ day of February, 2014, before me, a Notary Public in and for said County and State, personally came _____, the _____ of Tri Card Farms, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument on behalf of the limited liability company.

Notary Public

Commission Expiration: _____

STATE OF Illinois)
) SS
COUNTY OF Champaign)

On this 5th day of February, 2014, before me, a Notary Public in and for said County and State, personally came Stuart T. Meacham, Vice President of Cozad Asset Management, Inc., an Illinois Corporation, General Partner of Cozad/Westchester Agricultural Asset Management Partnership, a Delaware General Partnership, Manager of Premiere IV L.L.C., a Washington Limited Liability Company, General Partner of Premiere Partners IV, L.P., an Illinois Limited Partnership, who acknowledged that he did sign the foregoing instrument on behalf of the limited partnership.

Carolyn S. Fisher
Notary Public

Commission Expiration: 8/23/14



EXHIBIT A

SITUATED IN THE TOWNSHIP OF DEERCREEK, COUNTY OF PICKAWAY, STATE OF OHIO, BEING A PART OF V.M.S. NO'S. 7231, 9574, 7682, 5793-5823, 6227 AND 9300 AND BEING ALL OF PARCEL NUMBER C09-0-001-00-251-00 WHICH IS THE 95.84 ACRE "PARCEL A, FIRST TRACT" AND BEING ALL THAT REMAINS OF PARCEL NO. C09-0-001-00-255-00 BEING THE ORIGINAL 11.82 ACRES "PARCEL A, SECOND TRACT" AND THE 38.58 ACRES "PARCEL A, THIRD TRACT" AND CONTAINS ALL OF PARCEL NO.'S C10-0-002-00-248-00, C10-0-002-00-249-00, C10-0-002-00-250-00 BEING ALL OF THE 74.79 ACRE "PARCEL A, FOURTH TRACT" AND CONTAINS ALL OF PARCEL NO. C09-0-001-00-253-00 BEING A 1.52 ACRES "PARCEL A, FIFTH TRACT" AND CONTAINS ALL OF PARCEL NO. C09-0-001-00-252-00 BEING ALL THAT REMAINS OF AN ORIGINAL 50 ACRES "PARCEL B, TRACT NO. 1" AND CONTAINS ALL OF PARCEL NO. C09-0-001-00-256-00 BEING A 94 ACRE "PARCEL C, TRACT ONE" AND CONTAINS ALL OF PARCEL NO'S C10-0-002-00-246-00 AND C10-0-002-00-247-00 BEING A 39.76 ACRE "PARCEL D" AS CONVEYED TO LESTER E. IMBODEN AND CAROL IMBODEN AND RECORDED IN OFFICIAL RECORD 143, PAGE 359 OF THE PICKAWAY COUNTY RECORDER'S OFFICE, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL (SET) IN THE CENTERLINE OF STATE ROUTE 138, SAID MAG NAIL BEING THE SOUTHEASTERLY CORNER OF A 10.000 ACRES TRACT AS CONVEYED TO ALECIA J. LEE (O.R. 529, PAGE 1150);

THENCE WITH THE CENTERLINE OF STATE ROUTE 138 S 09 DEG. 07 MIN. 25 SEC. W, A DISTANCE OF 2171.10 FT. TO A MAG NAIL (SET);

THENCE CONTINUING WITH THE CENTERLINE OF STATE ROUTE 138 S 09 DEG. 38 MIN. 48 SEC. W, A DISTANCE OF 1414.34 FT. TO A 5/8" IRON PIN (SET) MARKING THE POINT OF INTERSECTION OF A CURVE TO THE RIGHT IN STATE ROUTE 138, SAID IRON PIN BEING A CORNER TO A 118.41 ACRES "TRACT NO. 2" AS CONVEYED TO MICHAEL L. BOUDE, ET UX (O.R. 88, PAGE 425), SAID IRON PIN ALSO BEING A CORNER TO THE 12/100 ACRE "SECOND PARCEL, 4TH TRACT" AND THE 55 ACRE 121 POLES "FIRST PARCEL, 1ST TRACT" AS CONVEYED TO LLOYD B. DRUMMOND (DEED BOOK 259, PAGE 521);

THENCE CONTINUING WITH DRUMMOND'S LINE AND THE CENTERLINE OF STATE ROUTE 138 S 61 DEG. 07 MIN. 04 SEC. W., A DISTANCE OF 667.15 FT. TO A MAG NAIL (SET), SAID MAG NAIL BEING A CORNER TO AN 88 ACRE, 40 POLES "FIRST PARCEL, 3RD TRACT" AS CONVEYED TO LLOYD B. DRUMMOND (DEED BOOK 259, PAGE 521);

THENCE CONTINUING WITH DRUMMOND'S LINE N 35 DEG. 59 MIN. 58 SEC. W, PASSING A 5/8" IRON PIN (SET) AT 25.50 FT., A TOTAL DISTANCE OF 972.63 FT. TO 5/8" IRON PIN (SET);

THENCE CONTINUING WITH DRUMMOND'S LINE N 42 DEG. 05 MIN. 44 SEC. W, A DISTANCE OF 3213.01 FT. TO A 12" WOOD POST (FOUND), SAID POST BEING IN AN EASTERLY LINE OF A 30 ACRE "TRACT THREE" AS CONVEYED TO VIC SKINNER, ET AL (O.R. 322, PAGE 441);

THENCE WITH SKINNER'S EASTERLY LINE N 26 DEG. 50 MIN. 04 SEC. E, A DISTANCE OF 34.45 FT. TO A 4" WOOD POST (FOUND);

THENCE CONTINUING WITH SKINNER'S NORTHERLY LINE PASSING A CORNER THEREOF AND CONTINUING WITH A NORTHERLY LINE OF A 5.54 ACRE "PARCEL ONE" AS CONVEYED TO JOHN E. WARDELL (O.R. 325, PAGE 28) N 78 DEG. 54 MIN. 56. SEC. W, PASSING A 5' 8" IRON PIN SET AT 1931.91 FT., A TOTAL DISTANCE OF 1951.91 FT. TO A P.K. NAIL (FOUND) IN THE CENTERLINE OF ATER ROAD

(TOWNSHIP ROAD NO. 115):

THENCE WITH THE CENTERLINE OF ATER ROAD N 12 DEG. 44 MIN. 11 SEC. E, A DISTANCE OF 99.04 FT. TO A P.K. NAIL (FOUND), SAID P.K. NAIL BEING A CORNER TO THE AFOREMENTIONED 5.54 ACRES "PARCEL ONE" AS CONVEYED TO JOHN E. WARDELL (O.R. 326, PAGE 28);

THENCE WITH WARDELL'S NORTHERLY LINE N 75 DEG. 43 MIN. 15 SEC. W, A DISTANCE OF 16.52 FT. TO A 5/8" IRON PIN (SET), SAID IRON PIN BEING A CORNER TO THE REMAINING LANDS OF AN ORIGINAL 40 ACRES "TRACT ONE" AS CONVEYED TO VIC SKINNER, ET AL (O.R. 322, PAGE 441);

THENCE WITH SKINNER'S EASTERLY LINE PASSING THE NORTHEASTERLY CORNER THEREOF AND CONTINUING WITH AN EASTERLY LINE OF 93.04 ACRES TRACT AS CONVEYED TO ROSE M. PEART (DEED BOOK 317, PAGE 624) N 11 DEG. 28 MIN. 17 SEC. E, A DISTANCE OF 1029.11 FT. TO 5/8" IRON PIN (SET), SAID IRON PIN BEING THE SOUTHWESTERLY CORNER OF AN ORIGINAL 50 ACRES "TRACT FOUR" AS CONVEYED TO VIC SKINNER, ET AL (O.R. 322, PAGE 441);

THENCE WITH SKINNER'S SOUTHERLY LINE S 78 DEG. 46 MIN. 11 SEC. E, PASSING A MAG NAIL (SET) IN THE CENTERLINE OF ATER ROAD AT 16.50 FT. AND PASSING A 10" SQUARE CONCRETE POST AT 31.11 FT., A TOTAL DISTANCE OF 1860.90 FT. TO A 5/8" IRON PIN (SET);

THENCE WITH SKINNER'S EASTERLY LINE N 11 DEG. 06 MIN. 28 SEC. E, A DISTANCE OF 881.66 FT. TO A 4" METAL POST (FOUND), SAID POST BEING A CORNER TO A 0.19 ACRE "TRACT FIVE" ALSO AS CONVEYED TO VIC SKINNER, ET AL (O.R. 322, PAGE 441);

THENCE CONTINUING WITH SKINNER'S LINE S 79 DEG. 06 MIN. 21 SEC. E, A DISTANCE OF 23.10 FT. TO A 5/8" IRON PIN (SET), SAID IRON PIN BEING IN THE SOUTHWESTERLY LINE OF A 42 ACRES TRACT AS CONVEYED TO CHARLES D. NOBLE, ET UX (DEED BOOK 164, PAGE 156);

THENCE WITH NOBLE'S LINE FOR THE NEXT THREE CALLS:

(1) S 33 DEG. 21 MIN. 21 SEC. E, A DISTANCE OF 661.92 FT. TO A 5/8" IRON PIN (SET);

(2) N 57 DEG. 18 MIN. 38 SEC. E, A DISTANCE OF 608.02 FT. TO A 5/8" IRON PIN (SET);

(3) N 32 DEG. 39 MIN. 46 SEC. W, A DISTANCE OF 1744.17 FT. TO A 5/8" IRON PIN (SET) BY AN 8" WOOD POST, SAID IRON PIN BEING A CORNER TO A 17.735 ACRE "TRACT II" AS CONVEYED TO VICKI PACK, ET AL (DEED BOOK 343, PAGE 578);

THENCE WITH PACK'S SOUTHEASTERLY LINE N 57 DEG. 23 MIN. 38 SEC. E, A DISTANCE OF 925.43 FT. TO A 5/8" IRON PIN (SET) IN A DETERIORATED 10" WOOD POST, SAID IRON PIN BEING IN THE WESTERLY LINE OF AN ORIGINAL 55.50 ACRES "TRACT I" ALSO AS CONVEYED TO VICKI PACK, ET AL (DEED BOOK 343, PAGE 578);

THENCE WITH PACK'S LINE PASSING A CORNER THEREOF AND CONTINUING WITH A LINE OF 33.74 ACRES "TRACT NO. I" AS CONVEYED TO H & M LITTER FARM, LLC (O.R. 129, PAGE 421) S 18 DEG. 22 MIN. 37 SEC. E, A DISTANCE OF 378.36 FT. TO A 5/8" IRON PIN (SET), SAID IRON PIN BEING A CORNER TO A 59.57 ACRES "TRACT NO. II" ALSO AS CONVEYED TO H & M LITTER FARM, LLC (O.R. 129, PAGE 421);

THENCE CONTINUING WITH THE LINE H & M LITTER FARM, LLC S 31 DEG. 32 MIN. 34 SEC. E, A DISTANCE OF 1770.42 FT. TO A 5/8" IRON PIN (SET);

THENCE CONTINUING WITH A H & M LITTER FARM, LLC S 77 DEG. 37 MIN. 13 SEC E, A DISTANCE OF 1404.37 FT. TO A 5/8" IRON PIN (FOUND) , SAID IRON PIN BEING A CORNER TO THE AFOREMENTIONED 10.000 ACRES TRACT AS CONVEYED TO A1ECIA J. LEE (O.R. 529, PAGE 1150);

THENCE WITH LEE'S WESTERLY LINE S 12 DEG. 22 MIN. 47 SEC. W, A DISTANCE OF 830.90 FT. TO A 5/8" IRON PIN (FOUND);

THENCE WITH LEE'S SOUTHERLY LINE S 81 DEG. 56 MIN. 16 SEC. E, PASSING A 5/8" IRON PIN (FOUND) AT 596.06 FT., A TOTAL DISTANCE OF 615.80 FT. TO THE BEGINNING CONTAINING 376.776 ACRES OF LAND.

SUBJECT TO A 150 FT. WIDE EASEMENT FOR TRANSMISSION AND/OR DISTRIBUTION OF ELECTRIC ENERGY AS CONVEYED TO THE CINCINNATI GAS AND ELECTRIC COMPANY (30%), COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY (35%), AND THE DAYTON POWER AND LIGHT COMPANY (35%) AND RECORDED IN D.B. 201, PAGE 426 AND D.B. 201, PAGE 430.

SUBJECT TO ALL OTHER LEGAL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS ARE BASED UPON THE GRID AZIMUTH (AZ 08 DEG. 31 MIN. 32.9 SEC.) BETWEEN SITE BASE STATION "IMBODEN" (2000) AND NATIONAL GEODETIC SURVEY CONTINUOUSLY OPERATING REFERENCE STATION "COLUMBUS CORS" AND DERIVED FROM GPS OBSERVATIONS TAKEN AUGUST 5, 2004

LAND SURVEYED IN AUGUST 2004, UNDER THE DIRECTION OF ERIC N. LUTZ, REGISTERED PROFESSIONAL SURVEYOR NO. 7232, THE SURVEY PLAT OF WHICH IS REFERRED TO AS PROJECT NO. S04-802 ON FILE IN THE OFFICE OF MCCARTY ASSOCIATES, LLC, WASHINGTON COURT HOUSE, OHIO.

EXHIBIT B

(The County Recorder of Pickaway County is hereby requested to make marginal notations to this instrument on the underlined leases below.)

1. That certain Oil and Gas Lease granted to Uno Oil Corporation of record in Lease Book 29, page 514, as assigned in Lease Book 30, page 59, as assigned in Official Record Volume 46, page 90, as assigned in Official Record Volume 46, page 100, Recorder's Office, Pickaway County, Ohio; and
2. That certain Oil and Gas Lease granted to Kewanee Oil Company of record in Lease Book 6, page 567, as assigned in Lease Book 11, page 307, as affected by Release of Oil and Gas Lease in Lease Book 16, page 489, Recorder's Office, Pickaway County, Ohio.

201400000785
CONNOR LAND TITLE
180 E BROAD ST
STE 805
COLUMBUS OH 43215

14624

EASEMENT FOR HIGHWAY PURPOSES FROM

Donald P. Courtright 600 West Main Street Ashville, Ohio

TO THE STATE OF OHIO S. R. 316 County Pickaway Section (0.00-11.96) Parcel No. 25

TRANSFERRED Not Recd 6-21-62

Received June 27, 1961 At 11:15 o'clock A.M. Recorded June 27, 1961 in Pickaway County Record of Deeds, Vol. 170, Page 71

Recorder's Fee \$ 3.00

NOTE To the County Recorder: As soon as this easement has been recorded, it should be returned to the Department of Highways.

170 74

R/W Form 31 Channel Change 6-24-58.

14625

AGREEMENT FOR CHANNEL CHANGE

State Route EX1X(CO)X No. 138 Section 0.00 Pickaway County

ARTICLES OF AGREEMENT

These articles of agreement entered into this 25th day of April, 1961, Blanche Carter (widow, not remarried), Richard Carter (unmarried) and Doris Carter Haynes, formerly Doris H. Carter, as Guardian for Frankie Carter, a minor, and the Department of Highways, State of Ohio, Witnesseth:

That Blanche Carter, Richard Carter, and Doris Carter Haynes, for and in consideration as Guardian for Frankie Carter, a minor of the sum of One Hundred and no/100 Dollars (\$ 100.00) to them paid by the State of Ohio, do hereby grant permission to said State of Ohio to use the hereinafter described portion of their premises for the purpose of excavating and completing a channel change for at Bridge No. in connection with the above proposed improvement; the Grantor.s. further agree to permit the State of Ohio to perform such maintenance and repair operations on said channel change as may be necessary to protect the highway, and further, the Grantor.s. for the consideration hereinbefore named, release the State of Ohio from and waive all damages of every kind and nature whatsoever arising from or in any manner growing out of the aforesaid channel change or said maintenance and repair operations necessary to protect said highway. The said channel change is to be made on the following described premises: Situated in the State of Ohio, County of Pickaway, Deer Creek Township, Section 6, Range 6, and more fully described as follows: Virginia Military Survey No. 9574 Parcel No. 6X

Beginning at a point in the centerline of State Route No. 138, said point being 2367 feet in a northerly direction along the centerline of State Route No. 138 from the intersection of the southerly property line and the centerline of State Route No. 138; thence 35 feet in a westerly direction at right angles to the centerline of State Route No. 138 to a point; thence 40 feet in a northerly direction parallel to the centerline of State Route No. 138 to a point; thence 35 feet in an easterly direction at right angles to the centerline of State Route No. 138 to a point on the centerline of State Route No. 138; thence 40 feet in a southerly direction along the centerline of State Route No. 138 to the place of beginning, containing 0.009 of an acre, more or less, exclusive of the existing road which contains 0.023 of an acre, more or less.

Being a part of the same premises conveyed to the herein grantors by deed dated 5-31-41 and recorded in Volume 127 Page 603 in the records of Pickaway County, Ohio.

IN WITNESS WHEREOF, said Blanche Carter and Richard Carter
Blanche Carter hereunto set their hand the 25 day of April
in the year of our Lord One thousand nine hundred and 61

Signed and sealed in the presence of:

H. Marshall
Notary Public

Blanche Carter
Richard Carter
Blanche Carter Haynes
Formerly Doris H. Carter,
Guardian for Frankie Carter, Minor

STATE OF OHIO)
COUNTY OF Wayne) ss:

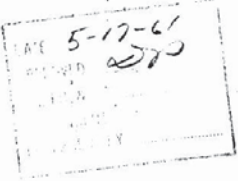
Before me, a Notary Public, in and for said County and State, personally
appeared the above named Blanche Carter, Richard Carter,
and Blanche Carter Haynes who acknowledged that he Y did
sign the foregoing instrument and that the name is their
free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal
at Wayne, Ohio, Ohio, this 25
day of April, A.D. 1961

H. Marshall



Commission Expires May 10, 1966



VOL. 170 PG. 74
Blanche I. Campbell
Recorder, Wayne County, Ohio
JUN 7 1961
RECORDED
RECEIVED 11:20 O'CLOCK
OF PICKAWAY COUNTY

Blanche Carter
Frankie Carter
Doris Carter Haynes
Blanche Carter
75

14625
Vol. 170 PG. 75

DATE 5-17-61
APPROVE
FILED
REC'D

Easement for Highway Purposes

KNOW ALL MEN BY THESE PRESENTS:

That Doris Carter Haynes (formerly Doris H. Carter), married, Richard V. Carter, Doris Carter Haynes, formerly unmarried; and Doris H. Carter, as Guardian for Frankie Lee Carter, a minor

the Grantor S.

for and in consideration of the sum of One Hundred Twenty-Five and no/100 Dollars (\$125.00) 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 Pickaway County, Ohio, Deer Creek Township, Virginia Military Survey No. 9574

Section: XXXXXXXX XXXXXXXX

and bounded and described as follows:

PARCEL No. 4

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

Beginning at a point in the centerline of State Route No. 138, said point being 1827 feet in a northerly direction along the centerline of State Route No. 138 from the intersection of the southerly property line and the centerline of State Route No. 138; thence 35 feet in a westerly direction at right angles to the centerline of State Route No. 138 to a point; thence 50 feet in a northerly direction parallel to the centerline of State Route No. 138 to a point; thence 35 feet in an easterly direction at right angles to the centerline of State Route No. 138 to a point on the centerline of State Route No. 138; thence 50 feet in a southerly direction along the centerline of State Route No. 138 to the place of beginning.

Being a part of the same premises conveyed to the herein grantors by deed dated 5-31-41 and recorded in Volume 127 Page 603 in the records of Pickaway County, Ohio.

It is understood that the strip of land above described contains 0.011 of an acre, more or less, exclusive of the present road which occupies 0.029 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 Grantor s, for themselves and their heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that the y are the true and lawful owner^s 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 the y will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid Adam Haynes (husband of Doris Carter Haynes, formerly Doris H. Carter)

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

IN WITNESS WHEREOF Doris Carter Haynes (Formerly Doris H. Carter) and Adam Haynes (wife and husband), Richard V. Carter, unmarried, and Doris Carter Haynes (Formerly Doris H. Carter), as Guardian for Frankie Lee Carter, a minor

have hereunto set their hand^s, the 25th day of April, in the year of our Lord one thousand nine hundred and sixty-one (1961).

Signed and sealed in presence of:

Chas. B. Emmons

Doris Carter Haynes
Formerly Doris H. Carter
Adam Haynes

THIS INSTRUMENT FILED IN THE
OHIO DEPARTMENT OF REVENUE
BY Ann C. [unclear]
STATE OF OHIO, [unclear] COUNTY } ss.:

Richard V. Carter
Doris Carter Haynes
Formerly Doris H. Carter
Guardian for Frankie Lee Carter

Before me, a [unclear] in and for said County and State, personally appeared the above named Doris Carter Haynes and Adam Haynes 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 Wilmington, Ohio this 25 day of April, A. D. 1961



My Commission expires [unclear], 1961
My Commission Expires May 18, 1961

VOL. 170
PAGE 77

3.00
fd

14626

**EASEMENT
FOR
HIGHWAY PURPOSES**

ADDED FROM
Adam Wayne FROM
Doris Carter Haynes, Richard V. Carter
Carter and Doris Carter Haynes,
as guardian of Frankie Lee Carter
Address 1075 - Marcia Avenue
Cincinnati, Ohio

Deceased TO THE
4/16/61 STATE OF OHIO - 360

S. R. 138 County Pickaway
Section 0.00
Parcel No. 8

TRANSFERRED Not Necessary.
6-27-1961

Manning J. Shroeder, Auditor

Received June 27, 1961
At 11:15 o'clock A. M.
Recorded June 27, 1961
in Pickaway County
Record of Deeds, Vol. 170, Page 76
Lawrence J. Campbell, Recorder.

Recorder's Fee, \$ 35

NOTE

To the County Recorder:
As soon as this easement has been recorded,
it should be returned to the Department of
Highways.

Vol. 170 of 78

R/W Form 1
Title
Revised 8-7-50

14627

Sheet 2 of 6 Sheets

5-17-61
285

R/W Form 2

Sheet 2 of 6 sheets.

Easement for Highway Purposes

KNOW ALL MEN BY THESE PRESENTS:

That Blanche Carter (widow, not remarried), Richard Carter (unmarried),
and Doris Carter Haynes, formerly Doris H. Carter, as Guardian for Frankie
Carter, a minor, the Grantor

for and in consideration of the sum of One Hundred Twenty and no/100
Dollars (\$120.00) 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 Pickaway County, Ohio, Deer Creek Township,
Virginia Military Survey No. 9574
Section 8

and bounded and described as follows:

PARCEL No. 8

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

Beginning at a point in the centerline of State Route No. 138, said point
being 2990 feet in a northerly direction along the centerline of State Route
No. 138 from the intersection of the southerly property line and the center-
line of State Route No. 138; thence 40 feet in a westerly direction at right
angles to the centerline of State Route No. 138 to a point; thence 40 feet in

"C" Know All Men By These Presents, That: Part 1 of 2 Parts

VOL 201 PAGE 426

Richard V. Carter and Margaret Carter, his wife

in consideration of One Dollar to them paid by The Cincinnati Gas & Electric Company (Cincinnati), Columbus and Southern Ohio Electric Company (Columbus) and The Dayton Power and Light Company (Dayton), the receipt of which is hereby acknowledged, do hereby grant and convey unto said Cincinnati, Columbus and Dayton, their successors and assigns forever, in undivided interests as tenants in common, as follows: 30% to Cincinnati, 35% to Columbus and 35% to Dayton, a right of way and easement, subject to legal highways, for lines for the transmission and/or distribution of electric energy, for any and all purposes for which electric energy is now, or may hereafter be used, together with the right to construct thereon, either underground or overhead, all towers, poles, structures, and appurtenant wires, cables, conduits, manholes, anchors, grounding systems, counterpoises, communication circuits, equipment and all other apparatus and fixtures necessary or incidental to the use of said right of way and easement; and the right to add to, construct, reconstruct, erect, operate, repair, maintain, use, remove or replace such facilities at any time, subject to the conditions hereinafter contained, in, upon, over, under and through the following premises, viz:

Situated in Deer creek Township, Pickaway County, Ohio.

Being 201.06 acres in Surveys 6227, 9574, 7682 and 7236 in deed dated 3-13-1958 from Frank V. Carter (dec'd) to Blanche Carter, Frankie Carter and Richard V. Carter, deed recorded in Deed Book 158, Page 426, Record of Deeds, Recorder's Office, Pickaway County, Ohio. Also see deed Vol. 178, Page 451 conveying undivided 1/2 interest in above real estate from Blanche Carter to Frankie and Richard V. Carter, deed recorded in Recorder's Office, Pickaway County, Ohio. (We are crossing 2nd, 3rd, and 4th Tracts of Parcel "A" and 1st Tract of Parcel "C".)

Said right of way and easement shall be 150 feet in width and the centerline shall be approximately along the following course:

Running in a northwesterly direction from the lands of Lloyd B. Drummond to the lands of Charles Noble, thence running in a northwesterly direction from the lands of Charles Noble to the lands of James Sykes, as shown on drawing marked "Parcel #107", attached hereto and made a part hereof. A total distance of 3246'.

(Being 11.32 acres in easement area.)

Said Grantor S, their heirs, executors, administrators and assigns, and said Grantees, their successors and assigns, by their acceptance of this grant, further agree:

1. That the Grantees, their successors and assigns, by their employees and agents, shall have the right of ingress and egress over the right of way and the adjoining premises of Grantor S to add to, construct, reconstruct, repair, maintain, use, or remove their said facilities or parts thereof, and to cut, trim and remove or otherwise control such trees, undergrowth or overhanging branches or other obstructions, both within and without the limits of their right of way and easement as, in the opinion of the Grantees, may now or at any time hereafter interfere with the construction, use, maintenance or successful operation of said facilities and/or the transmission and/or distribution of electric energy thereby, and to pile dirt, material and equipment on the surface of said right of way and easement during periods of construction and/or maintenance.

2. That Grantees, their successors and assigns, shall hold the Grantor S, their heirs, executors, administrators and assigns, harmless from any damage to growing crops and other property, including buildings and fences, that may arise from or be caused by the sole negligence of said Grantees, their successors or assigns, or their agents, servants, or employees, in the construction, repair, use or removal of said facilities.

3. That no buildings or other structures shall be erected within the limits of the above-described right of way and easement by the Grantor S, their heirs and assigns.

4. That Grantor S, their heirs and assigns, shall have the right to use the land within the limits of said right of way and easement in any other manner not inconsistent with the rights herein described.

5. Said Grantees, their successors and assigns, shall use their right of way and easement, at least in part, within twenty-five (25) years from the date of the grant thereof or the same shall become void and shall revert to the then owners of that part of the premises to which said right of way and easement applies.

7/20/18 - Management of Und. Interest to American Electric Power in O.R. Vol 754 Pg. 1901

7-27-18 - PT. RELEASÉ IN O.R. Vol 754 P. 2696

Page R. E. Gilford, Recorder

“C”

6. That the Grantor s, for themselves and their heirs, executors, administrators and assigns, covenant with said Grantees, their successors and assigns, that they are the true and lawful owner s of said premises and have full power to convey the rights hereby conveyed and that they do warrant and will defend the same against the claims of all persons whomsoever.

And said Grantees by their acceptance of this grant further agree that: During the period starting with the date of this instrument and ending at a date 21 years after the death of the last survivor of

Walter Reed Beckjord, James Everest Beckjord, John Edison Beckjord and Alex Stephen Beckjord, children of Walter E. and Mary Jane Beckjord of Cincinnati, Ohio, Julianna de Bruyn Kops, Virginia de Bruyn Kops and Julian de Bruyn Kops, III, children of Julian and Mary de Bruyn Kops of Dayton, Ohio, and Cynthia Breslin Porter and Marcia Searight Porter, children of William G., Jr., and Eve Porter of Columbus, Ohio.

(a) Each of Cincinnati, Columbus and Dayton (i) shall not bring an action for partition in respect of the property interests conveyed hereby, and of any structures, equipment and facilities now or hereafter constructed or installed in or on the property involved, and (ii) shall not, without the prior written consent of each of the others, sell or in any way transfer its interest in the same, except (x) to a trustee under its first mortgage, (y) to a successor to substantially all of its electric assets, property and business or (z) to the other parties hereto, or either of such other parties as hereinafter provided, when the remainder of substantially all of its electric assets, property and business is being sold or transferred to a successor in which event it may (by way of substantially effectuating the result of a partition action under existing Ohio Law) offer its said undivided interest to the other parties hereto, and such others may buy the same, at its then value, apportioned between such others, as to both undivided interest and price, on the basis of their respective applicable undivided interests as referred to above, one of such others being authorized to buy the portion offered to the other in the event that other refuses such offer; provided that the prohibitions set forth in each of (i) and (ii) above shall be in effect only so long as the property interests conveyed hereby, and any structures, equipment and facilities constructed or installed thereunder, are being, or are intended to be, utilized by either Cincinnati or Dayton, or both in aid of the transmission of electricity, and

(b) Columbus shall have the option to acquire the property interests conveyed to Cincinnati, Columbus and Dayton, and any structures, equipment and facilities constructed or installed in and on the property involved, at the price of \$ 4,034.65 plus the net salvage value of such structures, equipment and facilities, the payment of such price to be apportioned between Cincinnati and Dayton on the basis of their respective applicable undivided interests; provided that the same are no longer being, or are no longer intended to be, utilized by either Cincinnati or Dayton, or both, in aid of the transmission of electricity.

(c) The words Cincinnati, Columbus and Dayton, as hereinabove used, respectively mean The Cincinnati Gas & Electric Company and its successors and assigns, Columbus and Southern Ohio Electric Company and its successors and assigns, and The Dayton Power and Light Company and its successors and assigns; the words parties or party as hereinabove used include one or more of Cincinnati, Columbus and Dayton and their respective successors and assigns, as the context may indicate.

This instrument will be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the said Richard V CARTER AND MARGARET CARTER,
husband and wife

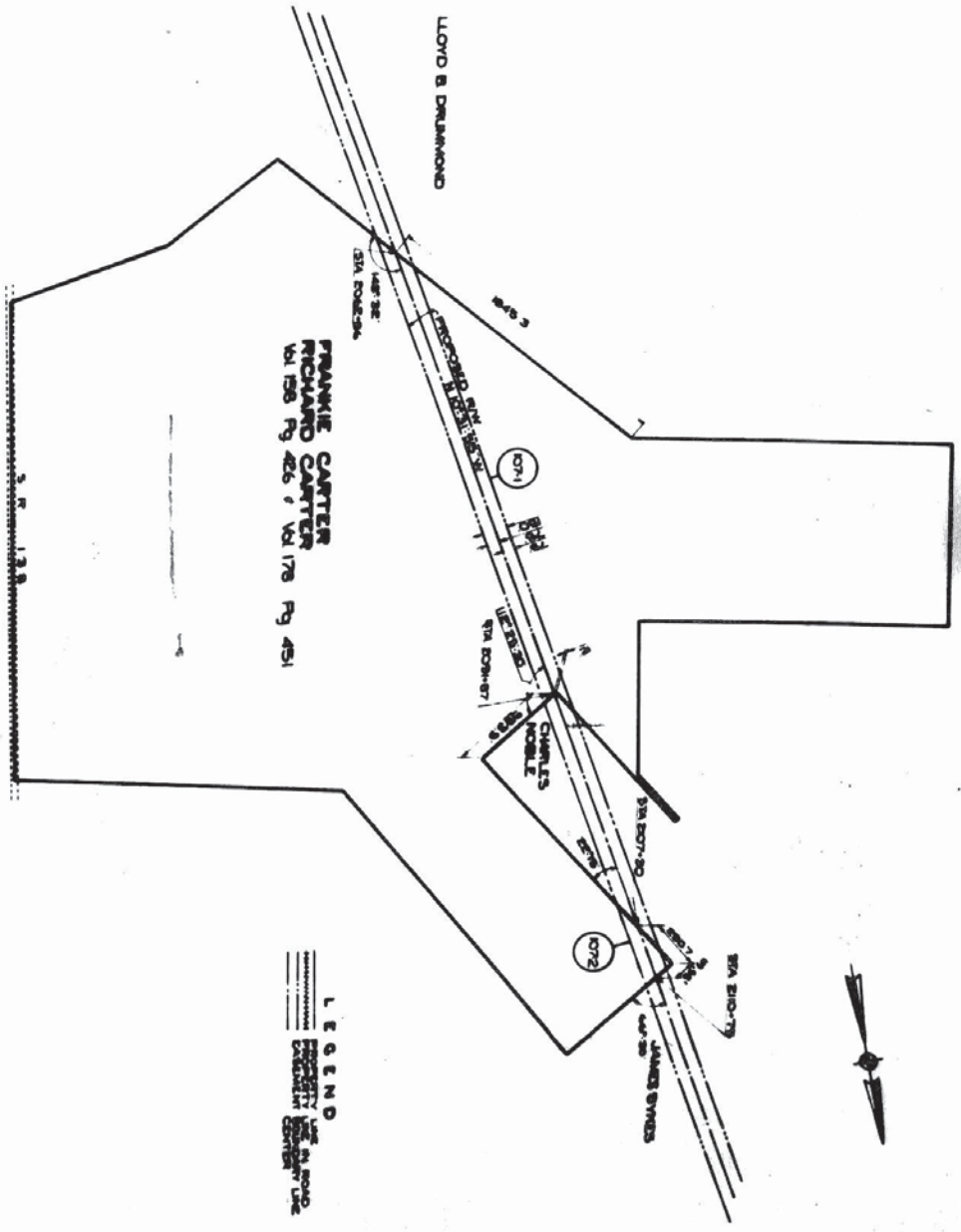
have hereunto subscribed their name s this 29th day of JANUARY 19 68

Signed and acknowledged in the presence of:
Charles W. Hill
Charles W. Hill

Richard V. Carter
Richard V. Carter

George W. Vaughan
George W. Vaughan

Margaret Carter
Margaret Carter



LEGEND
 --- Use in Road
 --- Easement
 --- Easement
 --- Easement

1.00 ACRES
 RIGHT OF WAY EASEMENT ACROSS HIGHWAY OF
 FRANKIE & RICHARD CARTER
 VOL 158 PG 426 & VOL 178 PG 451
 BERNARD COUNTY

1.00 ACRES
 MARGIE A. BARTON & LARRY CO
 BERNARD COUNTY

BERNARD COUNTY ENGINEERS & SURVEYORS
 100 S. 1st St.
 Bern, MO 64501
 Phone: 660-234-2342

STATE OF Ohio, COUNTY OF PICKAWAY ss.

BE IT REMEMBERED, that on the 29th day of JANUARY in the year of our Lord One Thousand Nine Hundred and Sixty-Eight, before me, the subscriber, a NOTARY in and for said County, personally came RICHARD V. CARTER AND MARGARET CARTER, HUSBAND AND WIFE

the Grantors in the foregoing instrument, and acknowledged the signing thereof to be THEIR voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my NOTARIAL seal on the day and year aforesaid.

George W. Vaughan
George W. Vaughan

GEORGE W. VAUGHAN, NOTARY PUBLIC
Ross, Vinton, Adams, Pike, Highland,
Fayette, Pickaway Counties, Ohio
MY COMMISSION EXPIRES JULY 19, 1970

P. T. & P.
By [Signature]

This instrument prepared by
Columbus and Southern Ohio Electric Company

13172 Rec. \$4.00
39790
Part 1 of 2 parts
**RIGHT OF WAY
GRANT**

FROM
Frankie & Richard V. Carter
Deercreek Township
Pickaway County
January 29, 1968

TO
The Cincinnati Gas & Electric Company
M. - Columbus and Southern Ohio Electric Company
The Dayton Power and Light Company

Ent. and
Transfer not Necessary

County Auditor:
State of Ohio, Pickaway County, ss.
Presented for Record on the 25th
day of June, 1968, at 4:45
o'clock A. M.
Recorded June 26, 1968, in
Deed Book 201, Page 426

George W. Vaughan
Notary Public
County Recorder.
627 797 57-6601-500
973-906 (8-7) MARQUIS-BEAITY

13173

VOL 201 PAGE 430

"C" Know All Men By These Presents, That: DORIS CARTER HAYNES,

Guardian of Frankie Lee Carter, a minor under the age of twenty-one years

in consideration of One Dollar to them paid by The Cincinnati Gas & Electric Company (Cincinnati), Columbus and Southern Ohio Electric Company (Columbus) and The Dayton Power and Light Company (Dayton), the receipt of which is hereby acknowledged, do hereby grant and convey unto said Cincinnati, Columbus and Dayton, their successors and assigns forever, in undivided interests as tenants in common, as follows: 30% to Cincinnati, 35% to Columbus and 35% to Dayton, a right of way and easement, subject to legal highways, for lines for the transmission and/or distribution of electric energy, for any and all purposes for which electric energy is now, or may hereafter be used, together with the right to construct thereon, either underground or overhead, all towers, poles, structures, and appurtenant wires, cables, conduits, manholes, anchors, grounding systems, counterpoises, communication circuits, equipment and all other apparatus and fixtures necessary or incidental to the use of said right of way and easement; and the right to add to, construct, reconstruct, erect, operate, repair, maintain, use, remove or replace such facilities at any time, subject to the conditions hereinafter contained, in, upon, over, under and through the following premises, viz:

Situated in Deercreek Township, Pickaway County, Ohio.

Being 201.06 acres in Surveys 6227, 9574, 7682 and 7236 in deed dated 3-13-58 from Frank V. Carter (dec'd) to Blanche Carter, Frankie Carter and Richard V. Carter, deed recorded in Deed Book 158, Page 426, Record of Deeds, Recorder's Office, Pickaway County, Ohio. Also see deed Vol. 178, Page 451 conveying undivided 1/2 interest in above real estate from Blanche Carter To Frankie and Richard V. Carter, deed recorded in Recorder's Office, Pickaway County, Ohio. (We are crossing 2rd, 3rd and 4th Tracts of Parcel "A" and 1st Tract of Parcel "C".)

Said right of way and easement shall be 150 feet in width and the centerline shall be approximately along the following course: Running in a northwesterly direction from the lands of Lloyd B. Drummond to the lands of Charles Noble, thence running in a northwesterly direction from the lands of Charles Noble to the lands of James Sykes, as shown on drawing marked "Parcel #107" attached hereto and made a part hereof. A total distance of 3246'.

(Being 11.32 acres in easement area.)

APPROVED AS
TO FORM
P. S. T. & P.
By: *[Signature]*

Said Grantor S, their heirs, executors, administrators and assigns, and said Grantees, their successors and assigns, by their acceptance of this grant, further agree:

1. That the Grantees, their successors and assigns, by their employees and agents, shall have the right of ingress and egress over the right of way and the adjoining premises of Grantor S to add to, construct, reconstruct, repair, maintain, use, or remove their said facilities or parts thereof, and to cut, trim and remove or otherwise control such trees, undergrowth or overhanging branches or other obstructions, both within and without the limits of their right of way and easement as, in the opinion of the Grantees, may now or at any time hereafter interfere with the construction, use, maintenance or successful operation of said facilities and/or the transmission and/or distribution of electric energy thereby, and to pile dirt, material and equipment on the surface of said right of way and easement during periods of construction and/or maintenance.

2. That Grantees, their successors and assigns, shall hold the Grantor S, their heirs, executors, administrators and assigns, harmless from any damage to growing crops and other property, including buildings and fences, that may arise from or be caused by the sole negligence of said Grantees, their successors or assigns, or their agents, servants, or employees, in the construction, repair, use or removal of said facilities.

3. That no buildings or other structures shall be erected within the limits of the above-described right of way and easement by the Grantor S, their heirs and assigns.

4. That Grantor S, their heirs and assigns, shall have the right to use the land within the limits of said right of way and easement in any other manner not inconsistent with the rights herein described.

5. Said Grantees, their successors and assigns, shall use their right of way and easement, at least in part, within twenty-five (25) years from the date of the grant thereof or the same shall become void and shall revert to the then owners of that part of the premises to which said right of way and easement applies.

7/10/18 - Assignment of Und. Interest to American Electric Power
in O.R. Vol. 754 Pg. 1807
Copy R. Sykes, Recorder

7-27-18 - PTL RELEASE
IN O.R. Vol. 754 Pg. 2606
Copy R. Sykes, Recorder

6. That the Grantor s, for themselves and their heirs, executors, administrators and assigns, covenant with said Grantees, their successors and assigns, that they are the true and lawful owner s of said premises and have full power to convey the rights hereby conveyed and that they do warrant and will defend the same against the claims of all persons whomsoever.

And said Grantors by their acceptance of this grant further agree that: During the period starting with the date of this instrument and ending at a date 21 years after the death of the last survivor of

Walter Reed Beckjord, James Everett Beckjord, John Edson Beckjord and Alex Stephen Beckjord, children of Walter E. and Mary Lane Beckjord of Cincinnati, Ohio; Julianna de Bruyn Kops; Virginia de Bruyn Kops and Julian de Bruyn Kops, III, children of Julian and Mary de Bruyn Kops of Dayton, Ohio, and Cynthia Breslin Porter and Marcia Searight Porter, children of William G., Jr., and Eve Porter of Columbus, Ohio.

(a) Each of Cincinnati, Columbus and Dayton (i) shall not bring an action for partition in respect of the property interests conveyed hereby, and of any structures, equipment and facilities now or hereafter constructed or installed in or on the property involved, and (ii) shall not, without the prior written consent of each of the others, sell or in any way transfer its interest in the same, except (x) to a trustee under its first mortgage, (y) to a successor to substantially all of its electric assets, property and business or (z) to the other parties hereto, or either of such other parties as hereinafter provided, when the remainder of substantially all of its electric assets, property and business is being sold or transferred to a successor in which event it may (by way of substantially effectuating the result of a partition action under existing Ohio Law) offer its said undivided interest to the other parties hereto, and such others may buy the same, at its then value, apportioned between such others, as to both undivided interest and price, on the basis of their respective applicable undivided interests as referred to above, one of such others being authorized to buy the portion offered to the other in the event that other refuses such offer; provided that the prohibitions set forth in each of (i) and (ii) above shall be in effect only so long as the property interests conveyed hereby, and any structures, equipment and facilities constructed or installed thereunder, are being, or are intended to be, utilized by either Cincinnati or Dayton, or both in aid of the transmission of electricity; and

(b) Columbus shall have the option to acquire the property interests conveyed to Cincinnati, Columbus and Dayton, and any structures, equipment and facilities constructed or installed in and on the property involved, at the price of \$ 4,034.65 plus the net salvage value of such structures, equipment and facilities; the payment of such price to be apportioned between Cincinnati and Dayton on the basis of their respective applicable undivided interests; provided that the same are no longer being, or are no longer intended to be, utilized by either Cincinnati or Dayton, or both, in aid of the transmission of electricity.

(c) The words Cincinnati, Columbus and Dayton, as hereinabove used, respectively mean The Cincinnati Gas & Electric Company and its successors and assigns; Columbus and Southern Ohio Electric Company and its successors and assigns; and The Dayton Power and Light Company and its successors and assigns; the words parties or party as hereinabove used include one or more of Cincinnati, Columbus and Dayton and their respective successors and assigns, as the context may indicate.

This instrument will be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

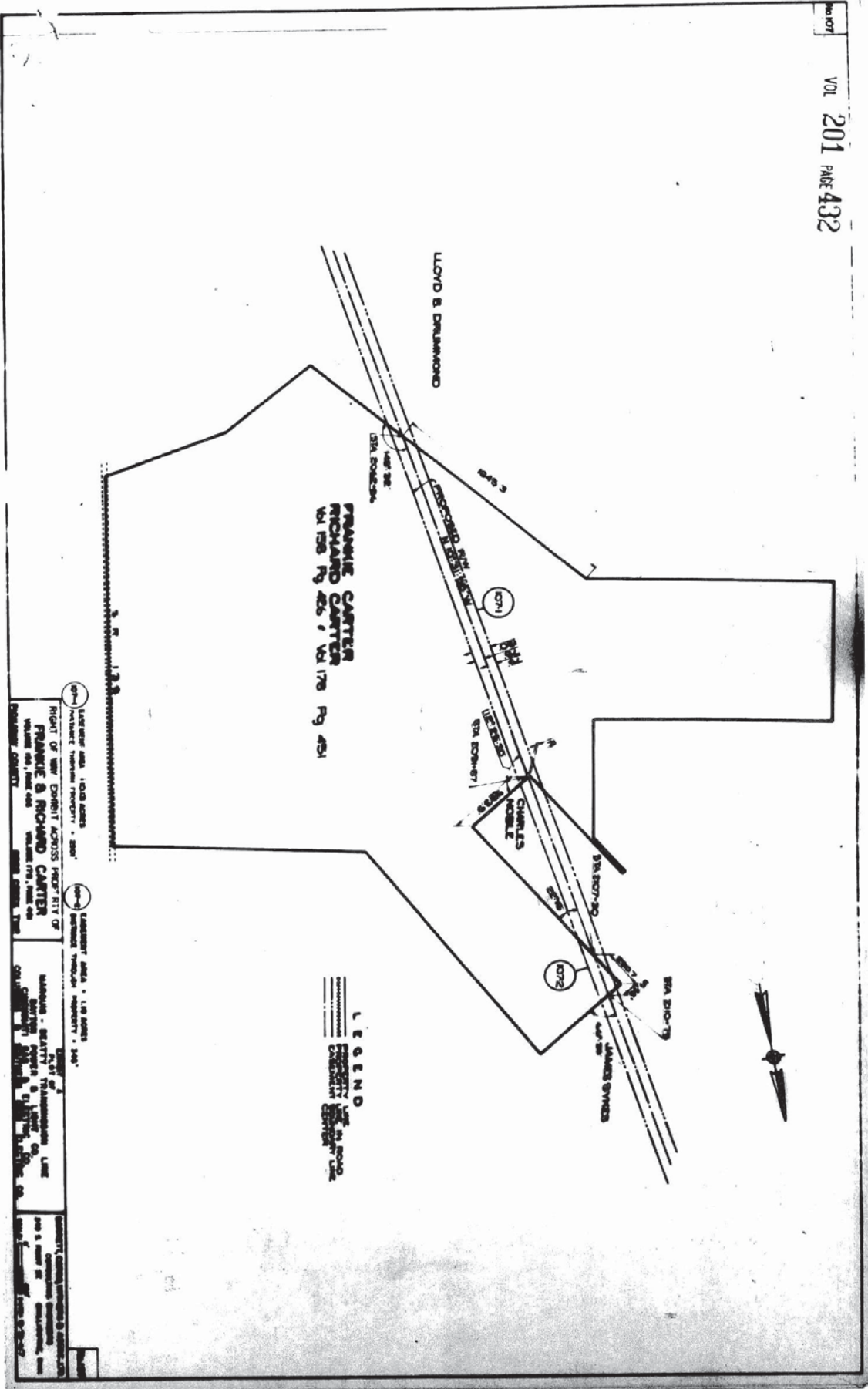
IN WITNESS WHEREOF, the said Doris Carter Haynes, Guardian of Frankie Lee Carter, a minor

I, s hereto subscribed her name this 30th day of April, 1968

Signed and acknowledged in the presence of:
Ray W. Davis
Charlotte C. Cupp

Doris Carter Haynes
Guardian of Frankie Lee Carter, a minor

VA 201 REG 431



1. LARGER AREA, 1.028 ACRES
 2. RIGHT OF WAY EASEMENT ACROSS FRONT CITY OF
 FRANKIE & RICHARD CARTER
 VOLUME 158, PAGE 405
 VOLUME 178, PAGE 451
 HANCOCK COUNTY

3. EASEMENT AREA, 1.18 ACRES
 4. BETWEEN VEHICULAR EASEMENTS, 1.847'
 5. CITY OF HANCOCK COUNTY, LINE
 6. BETWEEN SEATTLE & LLOYD CO.
 7. CITY OF HANCOCK COUNTY, LINE
 8. BETWEEN SEATTLE & LLOYD CO.
 9. CITY OF HANCOCK COUNTY, LINE
 10. BETWEEN SEATTLE & LLOYD CO.

11. CITY OF HANCOCK COUNTY, LINE
 12. BETWEEN SEATTLE & LLOYD CO.
 13. CITY OF HANCOCK COUNTY, LINE
 14. BETWEEN SEATTLE & LLOYD CO.
 15. CITY OF HANCOCK COUNTY, LINE
 16. BETWEEN SEATTLE & LLOYD CO.

LEGEND
 LINE IN ROAD
 PROPERTY BOUNDARY
 EASEMENT BOUNDARY

"C" STATE OF Ohio, COUNTY OF Pickaway ss.

BE IT REMEMBERED, that on the 30th day of April in the year of our Lord One Thousand Nine Hundred and sixty-eight, before me, the subscriber, a Notary Public in and for said County, personally came Doris Carter Haynes, Guardian of Frankie Lee Carter, a minor

the Grantor in the foregoing instrument, and acknowledged the signing thereof to be her voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year aforesaid.

Ray W. Davis
lifetime commission

Ray W. Davis
Notary Public for the State of Ohio

NOTARY PUBLIC

This instrument prepared by
Columbus and Southern Ohio Electric Company

Part 2 of 2 parts recorded
1317399790

RIGHT OF WAY GRANT

FROM

Frankie & Richard V. Carter
Deercreek Township
Pickaway County
April 30, 1968

TO

The Cincinnati Gas & Electric Company ^{or}
Columbus and Southern Ohio Electric Company ^{or}
The Dayton Power and Light Company § 1
inc. and

Transfer not Necessary

County Auditor:

State of Ohio, Pickaway County, ss.

Presented for Record on the 20th

day of June, 1968 at 11:45

o'clock H.M.

Recorded June 26, 1968 in

Deed Book 221, Page 430

James M. Qualin
Notary Public
County Recorder.

CCP
Book No. 607 MA 6601-500
973-9008 MARQUIS-BEATTY

OIL AND GAS LEASE

031442

THIS AGREEMENT, made and entered into this 5th day of November, A.D. 1993, by and between MARGARET A. WYNKOOP + FRANK L. CARTER (single + widow) 519 GARDEN PARKWAY, Circleville, Ohio - 43113

Feb. 3, 1994 for Assignment of Lease
To: Stonak Operating Company
See lease vol. 30 pg. 59.
Clyce R. Hifford, Recorder

and Uno Oil Corporation, P.O. Box 4440, Ironton, Ohio 45638, 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 and operate for, produce, and market oil and gas and their constituents, and the right to lay pipeline to transport oil and gas and their constituents from the lands leased hereunder and other lands, the right to build and install such tanks, equipment and structures ancillary thereto to carry on operations for oil and gas, together with the right to enter thereon at all times and to occupy, possess and use so much of said premises as is necessary and convenient for all purposes described hereunder for a term of ten (10) years and so much longer thereafter as operations described herein are being conducted on the premises; or oil or gas is produced, or is capable of being produced or any formation underlying the leased premises is used for storage of gas as provided herein, all of that certain tract of land situated in

Lot No. 500 paragon 4 # 121450
Sec. No. Township of DEERCREEK County of PICKAWAY
and State of OHIO, bounded substantially as follows:

On the North by the lands of J. WARDell + Hershell LITTER
On the East by the lands of L. Drummond
On the South by the lands of L. Drummond + Vic Skinner
On the West by the lands of Vic Skinner + Drummond

containing Three hundred eighty six (386) acres, more or less, being all the land owned by Lessor in said Township adjoining said tract, 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.

2. The royalties to be paid by Lessee are (a) on oil, one-eighth (1/8) of that produced and saved from said premises, same to be delivered at the wells or to the credit of Lessor; (b) on gas of whatsoever nature or kind produced and sold, one-eighth (1/8) of the proceeds realized by Lessee from the sale thereof; (c) on gas of whatsoever nature or kind produced and used by Lessee off the premises, one-eighth (1/8) of the highest price paid at the time of use for natural gas by a public utility purchasing gas in the same county. The royalties shall be paid by Lessee within twenty (20) days after lessee receives payment therefore.

3. If operations for a well are not commenced on the premises within One Year from the date of this lease, this lease shall terminate as to both parties unless Lessee on or before that date shall pay or tender to Lessor the sum of \$1930.00 dollars, which shall operate as a rental and cover the privilege in deferring the commencement of operations for thirty-six (36) months from said date. In like manner and upon like payments or tenders, the commencement of operations for a well may be further deferred for periods of the same number of months successively for the number of years specified in paragraph 1 above. This and all other payments due under this lease shall be made by cash or check, may be made quarterly, and shall be deemed tendered when delivered to Lessor or any of them or mailed to Lessor or any of them at the above address. This lease shall not terminate for failure to pay said rentals unless Lessor gives Lessee or his assigns written notice of said failure and the rental due is not paid within thirty (30) days of the receipt of said notice by Lessee. 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 a tender of rentals for a period of one (1) year thereafter and in no event shall this lease expire before one (1) year after the drilling of a dry hole regardless of the primary term provided for in this lease. In the event gas can be produced but due to a lack of transmission facilities or lack of refining facilities the 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 this paragraph, and while said payments are so paid or tendered this lease shall be held as a producing lease under paragraph 1 hereof.

All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to Margaret A. Wynkoop at 519 Garden Parkway, Circleville, Ohio 43113, 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 rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

5. Lessee shall bury, when so requested by Lessor, all pipe lines used to transport gas or oil off, on, or through 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.

6. 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 and surrender 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.

7. The Lessor hereby grants to the Lessee the right to consolidate the leased premises, or any part thereof as to any or all strata or stratum, with other lands to form an oil and gas development unit of not more than one hundred 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 herein before 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. If Lessor owns a lesser interest in the above described land and the entire undivided fee simple is state therein, then the royalties and rentals provided for herein shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.

10. Lessor agrees that Lessee has the privilege of using sufficient oil, gas or water in Lessee's operations on said premises, and the right at any time during or after the term of this lease to remove any machinery or fixtures placed on said premises, including the right to draw and remove all casing. Lessee may at any time surrender all or any part of this lease by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper county. After a partial surrender, the rental and shut in payments specified herein shall be proportionately reduced on an acreage basis. The rights of either party hereunder may be assigned in whole or in part. No change in ownership of the land or the rentals or royalties shall be binding on the Lessee until Lessee has received notice and has been furnished with the written transfer or a certified copy thereof. In the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such parts shall fail to make default in the payment of its proportionate part of the delay rental, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which Lessee or any assignee hereof shall make due payment of said rentals.

11. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of the holder or holders thereof and may reimburse itself from any payments due hereunder. This lease and all its terms, conditions and stipulations shall extend to and be binding on all heirs, successors and assigns of Lessor or Lessee. This lease contains all of the agreements and understandings of the Lessor and the Lessee respecting the subject matter hereof and no implied covenants or obligations, or verbal representations or promises, have been made or relied upon by Lessor or Lessee supplementing or modifying this lease or as an inducement thereto.

2-10-2014
FOR ASSIGNMENT OF LEASE
TO: Premier Partners IV, LP
SEE O.R. VOL. 692 PG 2251.
Clyce R. Hifford, Cag. Deputy

H.L.C.

029 PAGE 514

June 16, 1997 for Assignment of Overriding Royalty
To: Uno Production Inc.
See O.R. Vol. 410 pg. 90
Clyce R. Hifford, Recorder

June 16, 1997 for Assignment of Overriding Royalty
To: Standard Energy Company
See O.R. Vol. 410 pg. 100.
Clyce R. Hifford, Recorder

201400000785
 Filed for Record in
 PICKAWAY COUNTY, OHIO
 JOYCE R. GIFFORD, COUNTY RECORDER
 02-10-2014 At 09:12 am.
 ASSIGN LEAS 108.00
 OR Volume 692 Page 2251 - 2261

2013/23/674
 CONCOR LAND TITLE BOX

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of the 7 day of February, 2014 by and between **TRI CARD FARMS, LLC**, an Ohio limited liability company ("Assignor"), having a principal place of business at 5602 Tunbridge Crossing, Ft. Wayne, Indiana 46815, and **PREMIERE PARTNERS IV, L.P.**, an Illinois limited partnership, its successors and assigns ("Assignee"), having a principal place of business at c/o Westchester Group Investment Management, Inc., 2004 Fox Drive, Suite L, Champaign, Illinois 61820, relating to the purchase and sale of that real property described in **Exhibit A** attached hereto and incorporated herein (the "Property").

RECITALS:

WHEREAS, Assignor desires to assign all of its rights and privileges as successor-in-interest to lessor in and to certain Oil and Gas Leases, and Assignees desire to assume all of the obligations of Assignor relating to those certain leases of all or a portion of the Property, as more fully described in **Exhibit B** attached hereto and incorporated herein (the "Leases"), on the terms and conditions hereinafter specified;

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions hereinafter set forth and of other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee its right, title and interest in, under and to the Leases.
2. Assignee hereby accepts the assignment, transfer and conveyance of the Leases and hereby assumes all of Assignor's obligations and liabilities under the Leases accruing on or after the date hereof.

3. Assignor hereby certifies, represents and warrants to Assignee that Assignor has full power and authority to enter into this Assignment.
4. Assignee hereby certifies, represents and warrants to Assignor that Assignee has full power and authority to enter into this Assignment.
5. Assignor hereby agrees that it shall defend, indemnify and hold harmless Assignee from and against any and all claims, liabilities, damages, losses, suits, costs and expenses of every kind, nature and type (including reasonable attorney's fees) asserted by any other person, entity or party for or on account of any obligations and liabilities accruing out of or under the Leases prior to the date hereof.
6. Assignee hereby agrees it shall defend, indemnify and hold harmless Assignor from and against any and all claims, liabilities, damages, losses, suits, costs and expenses of every kind, nature and type (including reasonable attorney's fees) asserted by any other person, entity or party for or on account of any obligations and liabilities accruing out of or under the Leases on or after the date hereof.
7. Assignor shall be entitled to all income from the Leases relating to the time period prior to the date hereof. Assignee shall be entitled to all income from the Leases relating to the time period on or after the date hereof.
8. This Assignment shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment effective the date first hereinabove written.

ASSIGNOR:

TRI CARD FARMS, LLC,
an Ohio limited liability company

By: David Schlyneffel
Printed Name: DAVID SCHLYNEFFEL
Its: OPERATING OFFICER

ASSIGNEE:

PREMIERE PARTNERS IV, L.P., an Illinois Limited Partnership

BY: Premiere IV L.L.C., a Washington Limited Liability Company, Its General Partner

BY: Cozad/Westchester Agricultural Asset Management Partnership, a Delaware General Partnership, Its Manager

BY: Cozad Asset Management, Inc., an Illinois Corporation,
Its General Partner

BY: _____
Name: Stuart T. Meacham
Title: Vice President

BY: Global Agricultural Partners, Inc., formerly Westchester Group,
Inc., an Illinois Corporation, Its General Partner

BY: _____
Name: Kristin L. Wise
Title: Secretary

STATE OF ~~OHIO~~ INDIANA)
) SS
COUNTY OF Allen 5th)

On this 5th day of February, 2014, before me, a Notary Public in and for said County and State, personally came DAVID SCHLEINKNER, the OPERATING OFFICER of Tri Card Farms, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument on behalf of the limited liability company.

[Signature]
Notary Public
NOTARY PUBLIC
Comm. # 647207
NOTARY SEAL
My Commission Expires 09-03-2021
STATE OF INDIANA

Commission Expiration: 9/3/2021

STATE OF Indiana)
) SS
COUNTY OF Allen)

On this 5th day of February, 2014, before me, a Notary Public in and for said County and State, personally came Stuart T. Meacham, Vice President of Cozad Asset Management, Inc., an Illinois Corporation, General Partner of Cozad/Westchester Agricultural Asset Management Partnership, a Delaware General Partnership, Manager of Premiere IV L.L.C., a Washington Limited Liability Company, General Partner of Premiere Partners IV, L.P., an Illinois Limited Partnership, who acknowledged that he did sign the foregoing instrument on behalf of the limited partnership.

Notary Public

Commission Expiration: _____

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment effective the date first hereinabove written.

ASSIGNOR:

TRI CARD FARMS, LLC,
an Ohio limited liability company

By: _____
Printed Name: _____
Its: _____

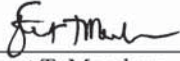
ASSIGNEE:

PREMIERE PARTNERS IV, L.P., an Illinois Limited Partnership


BY: Premiere IV L.L.C., a Washington Limited Liability Company, Its General Partner

BY: Cozad/Westchester Agricultural Asset Management Partnership, a
Delaware General Partnership, Its Manager

BY: Cozad Asset Management, Inc., an Illinois Corporation,
Its General Partner

BY: 
Name: Stuart T. Meacham
Title: Vice President

BY: Global Agricultural Partners, Inc., formerly Westchester Group,
Inc., an Illinois Corporation, Its General Partner

BY: 
Name: Kristin L. Wise
Title: Secretary

STATE OF OHIO)
) SS
COUNTY OF _____)

On this _____ day of February, 2014, before me, a Notary Public in and for said County and State, personally came _____, the _____ of Tri Card Farms, LLC, an Ohio limited liability company, who acknowledged that he did sign the foregoing instrument on behalf of the limited liability company.

Notary Public

Commission Expiration: _____

STATE OF Illinois)
) SS
COUNTY OF Champaign)

On this 5th day of February, 2014, before me, a Notary Public in and for said County and State, personally came Stuart T. Meacham, Vice President of Cozad Asset Management, Inc., an Illinois Corporation, General Partner of Cozad/Westchester Agricultural Asset Management Partnership, a Delaware General Partnership, Manager of Premiere IV L.L.C., a Washington Limited Liability Company, General Partner of Premiere Partners IV, L.P., an Illinois Limited Partnership, who acknowledged that he did sign the foregoing instrument on behalf of the limited partnership.

Carolyn S. Fisher
Notary Public

Commission Expiration: 8/23/14



EXHIBIT A

SITUATED IN THE TOWNSHIP OF DEERCREEK, COUNTY OF PICKAWAY, STATE OF OHIO, BEING A PART OF V.M.S. NO'S. 7231, 9574, 7682, 5793-5823, 6227 AND 9300 AND BEING ALL OF PARCEL NUMBER C09-0-001-00-251-00 WHICH IS THE 95.84 ACRE "PARCEL A, FIRST TRACT" AND BEING ALL THAT REMAINS OF PARCEL NO. C09-0-001-00-255-00 BEING THE ORIGINAL 11.82 ACRES "PARCEL A, SECOND TRACT" AND THE 38.58 ACRES "PARCEL A, THIRD TRACT" AND CONTAINS ALL OF PARCEL NO.'S C10-0-002-00-248-00, C10-0-002-00-249-00, C10-0-002-00-250-00 BEING ALL OF THE 74.79 ACRE "PARCEL A, FOURTH TRACT" AND CONTAINS ALL OF PARCEL NO. C09-0-001-00-253-00 BEING A 1.52 ACRES "PARCEL A, FIFTH TRACT" AND CONTAINS ALL OF PARCEL NO. C09-0-001-00-252-00 BEING ALL THAT REMAINS OF AN ORIGINAL 50 ACRES "PARCEL B, TRACT NO. 1" AND CONTAINS ALL OF PARCEL NO. C09-0-001-00-256-00 BEING A 94 ACRE "PARCEL C, TRACT ONE" AND CONTAINS ALL OF PARCEL NO'S C10-0-002-00-246-00 AND C10-0-002-00-247-00 BEING A 39.76 ACRE "PARCEL D" AS CONVEYED TO LESTER E. IMBODEN AND CAROL IMBODEN AND RECORDED IN OFFICIAL RECORD 143, PAGE 359 OF THE PICKAWAY COUNTY RECORDER'S OFFICE, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A MAG NAIL (SET) IN THE CENTERLINE OF STATE ROUTE 138, SAID MAG NAIL BEING THE SOUTHEASTERLY CORNER OF A 10.000 ACRES TRACT AS CONVEYED TO ALECIA J. LEE (O.R. 529, PAGE 1150);

THENCE WITH THE CENTERLINE OF STATE ROUTE 138 S 09 DEG. 07 MIN. 25 SEC. W, A DISTANCE OF 2171.10 FT. TO A MAG NAIL (SET);

THENCE CONTINUING WITH THE CENTERLINE OF STATE ROUTE 138 S 09 DEG. 38 MIN. 48 SEC. W, A DISTANCE OF 1414.34 FT. TO A 5/8" IRON PIN (SET) MARKING THE POINT OF INTERSECTION OF A CURVE TO THE RIGHT IN STATE ROUTE 138, SAID IRON PIN BEING A CORNER TO A 118.41 ACRES "TRACT NO. 2" AS CONVEYED TO MICHAEL L. BOUDE, ET UX (O.R. 88, PAGE 425), SAID IRON PIN ALSO BEING A CORNER TO THE 12/100 ACRE "SECOND PARCEL, 4TH TRACT" AND THE 55 ACRE 121 POLES "FIRST PARCEL, 1ST TRACT" AS CONVEYED TO LLOYD B. DRUMMOND (DEED BOOK 259, PAGE 521);

THENCE CONTINUING WITH DRUMMOND'S LINE AND THE CENTERLINE OF STATE ROUTE 138 S 61 DEG. 07 MIN. 04 SEC. W., A DISTANCE OF 667.15 FT. TO A MAG NAIL (SET), SAID MAG NAIL BEING A CORNER TO AN 88 ACRE, 40 POLES "FIRST PARCEL, 3RD TRACT" AS CONVEYED TO LLOYD B. DRUMMOND (DEED BOOK 259, PAGE 521);

THENCE CONTINUING WITH DRUMMOND'S LINE N 35 DEG. 59 MIN. 58 SEC. W, PASSING A 5/8" IRON PIN (SET) AT 25.50 FT., A TOTAL DISTANCE OF 972.63 FT. TO 5/8" IRON PIN (SET);

THENCE CONTINUING WITH DRUMMOND'S LINE N 42 DEG. 05 MIN. 44 SEC. W, A DISTANCE OF 3213.01 FT. TO A 12" WOOD POST (FOUND), SAID POST BEING IN AN EASTERLY LINE OF A 30 ACRE "TRACT THREE" AS CONVEYED TO VIC SKINNER, ET AL (O.R. 322, PAGE 441);

THENCE WITH SKINNER'S EASTERLY LINE N 26 DEG. 50 MIN. 04 SEC. E, A DISTANCE OF 34.45 FT. TO A 4" WOOD POST (FOUND);

THENCE CONTINUING WITH SKINNER'S NORTHERLY LINE PASSING A CORNER THEREOF AND CONTINUING WITH A NORTHERLY LINE OF A 5.54 ACRE "PARCEL ONE" AS CONVEYED TO JOHN E. WARDELL (O.R. 325, PAGE 28) N 78 DEG. 54 MIN. 56. SEC. W, PASSING A 5' 8" IRON PIN SET AT 1931.91 FT., A TOTAL DISTANCE OF 1951.91 FT. TO A P.K. NAIL (FOUND) IN THE CENTERLINE OF ATER ROAD

(TOWNSHIP ROAD NO. 115):

THENCE WITH THE CENTERLINE OF ATER ROAD N 12 DEG. 44 MIN. 11 SEC. E, A DISTANCE OF 99.04 FT. TO A P.K. NAIL (FOUND), SAID P.K. NAIL BEING A CORNER TO THE AFOREMENTIONED 5.54 ACRES "PARCEL ONE" AS CONVEYED TO JOHN E. WARDELL (O.R. 326, PAGE 28);

THENCE WITH WARDELL'S NORTHERLY LINE N 75 DEG. 43 MIN. 15 SEC. W, A DISTANCE OF 16.52 FT. TO A 5/8" IRON PIN (SET), SAID IRON PIN BEING A CORNER TO THE REMAINING LANDS OF AN ORIGINAL 40 ACRES "TRACT ONE" AS CONVEYED TO VIC SKINNER, ET AL (O.R. 322, PAGE 441);

THENCE WITH SKINNER'S EASTERLY LINE PASSING THE NORTHEASTERLY CORNER THEREOF AND CONTINUING WITH AN EASTERLY LINE OF 93.04 ACRES TRACT AS CONVEYED TO ROSE M. PEART (DEED BOOK 317, PAGE 624) N 11 DEG. 28 MIN. 17 SEC. E, A DISTANCE OF 1029.11 FT. TO 5/8" IRON PIN (SET), SAID IRON PIN BEING THE SOUTHWESTERLY CORNER OF AN ORIGINAL 50 ACRES "TRACT FOUR" AS CONVEYED TO VIC SKINNER, ET AL (O.R. 322, PAGE 441);

THENCE WITH SKINNER'S SOUTHERLY LINE S 78 DEG. 46 MIN. 11 SEC. E, PASSING A MAG NAIL (SET) IN THE CENTERLINE OF ATER ROAD AT 16.50 FT. AND PASSING A 10" SQUARE CONCRETE POST AT 31.11 FT., A TOTAL DISTANCE OF 1860.90 FT. TO A 5/8" IRON PIN (SET);

THENCE WITH SKINNER'S EASTERLY LINE N 11 DEG. 06 MIN. 28 SEC. E, A DISTANCE OF 881.66 FT. TO A 4" METAL POST (FOUND), SAID POST BEING A CORNER TO A 0.19 ACRE "TRACT FIVE" ALSO AS CONVEYED TO VIC SKINNER, ET AL (O.R. 322, PAGE 441);

THENCE CONTINUING WITH SKINNER'S LINE S 79 DEG. 06 MIN. 21 SEC. E, A DISTANCE OF 23.10 FT. TO A 5/8" IRON PIN (SET), SAID IRON PIN BEING IN THE SOUTHWESTERLY LINE OF A 42 ACRES TRACT AS CONVEYED TO CHARLES D. NOBLE, ET UX (DEED BOOK 164, PAGE 156);

THENCE WITH NOBLE'S LINE FOR THE NEXT THREE CALLS:

(1) S 33 DEG. 21 MIN. 21 SEC. E, A DISTANCE OF 661.92 FT. TO A 5/8" IRON PIN (SET);

(2) N 57 DEG. 18 MIN. 38 SEC. E, A DISTANCE OF 608.02 FT. TO A 5/8" IRON PIN (SET);

(3) N 32 DEG. 39 MIN. 46 SEC. W, A DISTANCE OF 1744.17 FT. TO A 5/8" IRON PIN (SET) BY AN 8" WOOD POST, SAID IRON PIN BEING A CORNER TO A 17.735 ACRE "TRACT II" AS CONVEYED TO VICKI PACK, ET AL (DEED BOOK 343, PAGE 578);

THENCE WITH PACK'S SOUTHEASTERLY LINE N 57 DEG. 23 MIN. 38 SEC. E, A DISTANCE OF 925.43 FT. TO A 5/8" IRON PIN (SET) IN A DETERIORATED 10" WOOD POST, SAID IRON PIN BEING IN THE WESTERLY LINE OF AN ORIGINAL 55.50 ACRES "TRACT I" ALSO AS CONVEYED TO VICKI PACK, ET AL (DEED BOOK 343, PAGE 578);

THENCE WITH PACK'S LINE PASSING A CORNER THEREOF AND CONTINUING WITH A LINE OF 33.74 ACRES "TRACT NO. I" AS CONVEYED TO H & M LITTER FARM, LLC (O.R. 129, PAGE 421) S 18 DEG. 22 MIN. 37 SEC. E, A DISTANCE OF 378.36 FT. TO A 5/8" IRON PIN (SET), SAID IRON PIN BEING A CORNER TO A 59.57 ACRES "TRACT NO. II" ALSO AS CONVEYED TO H & M LITTER FARM, LLC (O.R. 129, PAGE 421);

THENCE CONTINUING WITH THE LINE H & M LITTER FARM, LLC S 31 DEG. 32 MIN. 34 SEC. E, A DISTANCE OF 1770.42 FT. TO A 5/8" IRON PIN (SET);

THENCE CONTINUING WITH A H & M LITTER FARM, LLC S 77 DEG. 37 MIN. 13 SEC E, A DISTANCE OF 1404.37 FT. TO A 5/8" IRON PIN (FOUND) , SAID IRON PIN BEING A CORNER TO THE AFOREMENTIONED 10.000 ACRES TRACT AS CONVEYED TO A1ECIA J. LEE (O.R. 529, PAGE 1150);

THENCE WITH LEE'S WESTERLY LINE S 12 DEG. 22 MIN. 47 SEC. W, A DISTANCE OF 830.90 FT. TO A 5/8" IRON PIN (FOUND);

THENCE WITH LEE'S SOUTHERLY LINE S 81 DEG. 56 MIN. 16 SEC. E, PASSING A 5/8" IRON PIN (FOUND) AT 596.06 FT., A TOTAL DISTANCE OF 615.80 FT. TO THE BEGINNING CONTAINING 376.776 ACRES OF LAND.

SUBJECT TO A 150 FT. WIDE EASEMENT FOR TRANSMISSION AND/OR DISTRIBUTION OF ELECTRIC ENERGY AS CONVEYED TO THE CINCINNATI GAS AND ELECTRIC COMPANY (30%), COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY (35%), AND THE DAYTON POWER AND LIGHT COMPANY (35%) AND RECORDED IN D.B. 201, PAGE 426 AND D.B. 201, PAGE 430.

SUBJECT TO ALL OTHER LEGAL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS ARE BASED UPON THE GRID AZIMUTH (AZ 08 DEG. 31 MIN. 32.9 SEC.) BETWEEN SITE BASE STATION "IMBODEN" (2000) AND NATIONAL GEODETIC SURVEY CONTINUOUSLY OPERATING REFERENCE STATION "COLUMBUS CORS" AND DERIVED FROM GPS OBSERVATIONS TAKEN AUGUST 5, 2004

LAND SURVEYED IN AUGUST 2004, UNDER THE DIRECTION OF ERIC N. LUTZ, REGISTERED PROFESSIONAL SURVEYOR NO. 7232, THE SURVEY PLAT OF WHICH IS REFERRED TO AS PROJECT NO. S04-802 ON FILE IN THE OFFICE OF MCCARTY ASSOCIATES, LLC, WASHINGTON COURT HOUSE, OHIO.

EXHIBIT B

(The County Recorder of Pickaway County is hereby requested to make marginal notations to this instrument on the underlined leases below.)

1. That certain Oil and Gas Lease granted to Uno Oil Corporation of record in Lease Book 29, page 514, as assigned in Lease Book 30, page 59, as assigned in Official Record Volume 46, page 90, as assigned in Official Record Volume 46, page 100, Recorder's Office, Pickaway County, Ohio; and
2. That certain Oil and Gas Lease granted to Kewanee Oil Company of record in Lease Book 6, page 567, as assigned in Lease Book 11, page 307, as affected by Release of Oil and Gas Lease in Lease Book 16, page 489, Recorder's Office, Pickaway County, Ohio.

201400000785
CONNOR LAND TITLE
180 E BROAD ST
STE 805
COLUMBUS OH 43215

EASEMENT FOR CHANNEL PURPOSES

KNOW ALL MEN BY THESE PRESENTS:

Instrument
200100001722

That Lester E. Imboden, Jr., husband, Carol Imboden, wife
the Grantor s, for and in consideration of the sum of Donation Dollars
(\$ Donation) and for other good and valuable considerations to them paid by the State
of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do es hereby grant,
bargain, sell convey and release to the said Grantee, its successors ad assigns forever, a
perpetual easement for the ~~construction and~~ maintenance of a 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 Transportation. 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.

PARCEL NO. 1CH

Being a parcel of land situated in Pickaway County, Ohio, Deercreek Township,
Section VMS 9574, and lying on the _____ side of a survey made by the
Department of Transportation and recorded in _____ Book _____, Page _____, of
the records of Pickaway County and being located within the following described
points in the boundary thereof:

See Exhibit "A", attached hereto and made a part hereof.

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

DOT-3278

200100001722
Filed for Record in
PICKAWAY COUNTY, OHIO
JOYCE R. GIFFORD
03-07-2001 11:00 am.
EASEMENTS 22.00
OR Volume 205 Page 215 - 218

**TRANSFER
NOT NECESSARY**

MAR 7-01
MELISSA A. BETZ
AUDITOR
PICKAWAY CO OHIO

VOL 0205 PAGE 0215

ACKNOWLEDGMENT
(Individual)

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

And the said Grantor s, 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 owner s of said premises, and are lawfully seized of the same in fee simple, and ha ve 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 Lester E. Imboden, Jr., husband, Carol Imboden, wife hereby relinquish all to said Grantee, its successors and assigns, all right and expectancy of Dower in the above-described premises.

IN WITNESS WHEREOF Lester E. Imboden, Jr., husband, Carol Imboden, wife ha ve hereunto set their hand s, the 5th day of March in the year or our Lord two thousand and 2001.

VOL 0205 PAGE 0216

Signed and sealed in presence of:

Tammy Boring
Tammy Boring
Sarah McCabe
Sarah McCabe
Tammy Boring
Tammy Boring
Sarah McCabe
Sarah McCabe

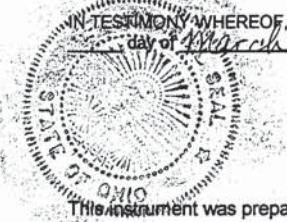
Lester E. Imboden, Jr., husband

Carol Imboden
Carol Imboden, wife

STATE OF OHIO, COUNTY Knox Pickaway, ss.

BE IT REMEMBERED, That on this 5th day of March, 20 01, before me the subscriber, a Notary Public in and for said county, personally came the above named Lester E. Imboden, Jr., husband, Carol Imboden, wife and acknowledged the signing of the foregoing easement to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal at 9:45am this 5th day of March, 20 01.



Tammy Boring
Notary Public
My commission expires _____, 20 _____

This instrument was prepared by the State of Ohio Department of Transportation.

Exhibit "A" Parcel 1CH

CHANNEL EASEMENT

Situated in Pickaway County, Deercreek Township, Virginia Military Survey Number 9574; a 94 acre parcel of land conveyed in Official Record Vol. 143 page 359 in the Pickaway County Recorder's Office and being more particularly described as follows:

Beginning at a point 25.00 feet right of Highway Station 20+57, said point being on the centerline of a newly installed 36 inch corrugated metal pipe located at Culvert PIC 138-0227 on the Lester Imboden Jr. property;

thence along the east R/W of State Route 138 N 5 deg. 00 min. 00 sec. E for a distance of 10.00 feet to a point 25.00 feet right of Highway Station 20+67;

thence S 85 deg. 00 min. 00 sec. East for a 15.00 feet to a point 40.00 feet right of Highway Station 20+67;

thence S 5 deg. 00 min. 00 sec. W for a distance of 20.00 feet to a point 40.00 right of Highway Station 20+47;

thence N 85 deg. 00 min. 00 sec. W for a distance of 15.00 feet to a point 25.00 right of Highway Station 20+47;

thence N 5 deg. 00 min. 00 sec. E for a distance of 10.00 feet to the Point of Beginning;

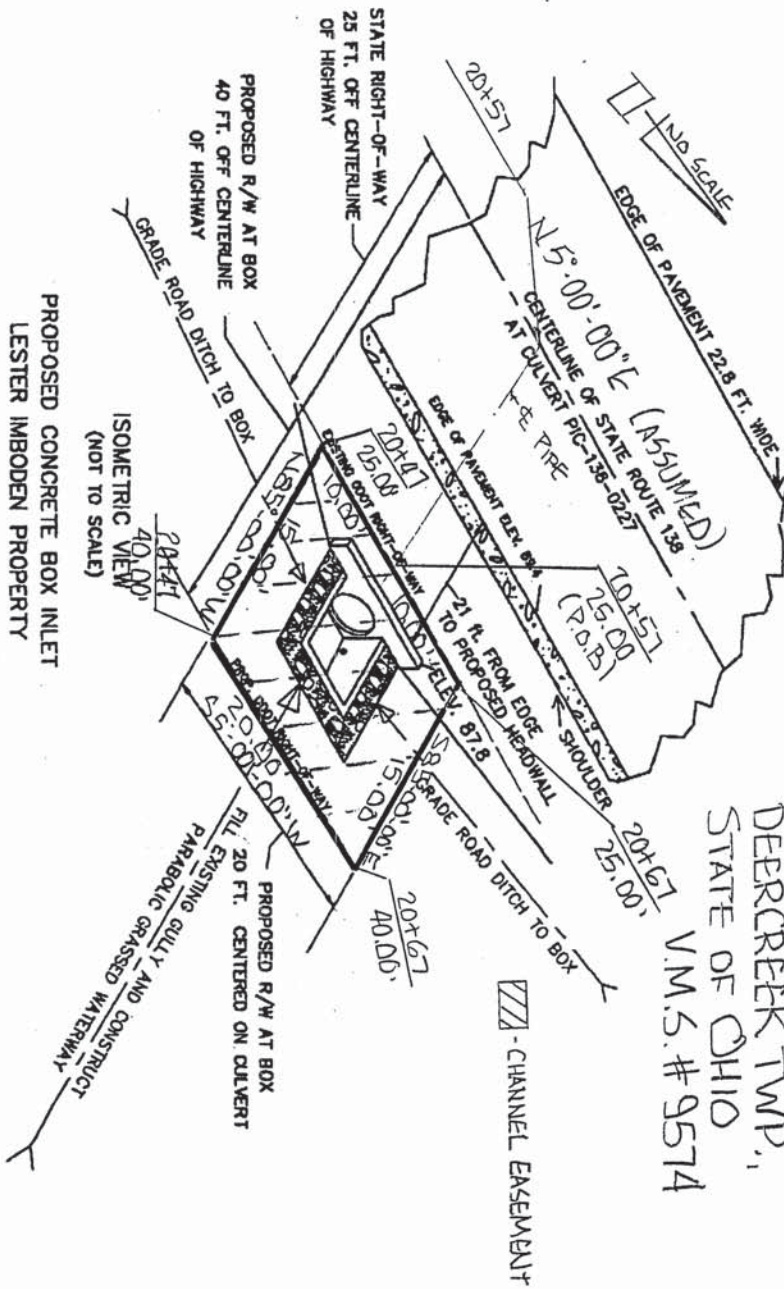
Containing 0.007 acres (300 sq. ft.) more or less, of which 0.000 acres is PRO (Present Roadway Occupied), leaving a net take of 0.007 acres, subject to legal highways and other easements of record., which is located in Auditor's parcel number C09-0-001-00-251-00.

Description prepared by Steven A. Fox, Registration Number 7000, and dated January 08, 2001.

Basis for bearings for the above description are based upon the centerline of State Route 138 shown on a plat number PIC-00-1245 prepared by the U.S. Dept. of Agriculture Natural Resources Conservation Service and assumed N 5 deg. 00 min. 00 sec. E.

CHANNEL EASEMENT

PICKAWAY COUNTY
DEERCREEK TWP.,
STATE OF OHIO
V.M.S. # 9574



PROPOSED CONCRETE BOX INLET
 LESTER IMBODEN PROPERTY
 @ CULVERT PIC-138-0227
 PREPARED BY STEVEN A. FOX, REG. No. 7000
 DATE 01-08-01

200100001722
 ODOT
 400 E WILLIAM ST
 DELAWARE, OH 43015