

Cover page for:

**Preliminary Title Opinion
(with copies of recorded exceptions)**

Preliminary title opinion provided by:

Assured Title Agency, Inc.

(Dated February 1, 2023)

**Parts of Auction Tracts 7 & 8
(Hancock County, Ohio)**

For June 29, 2023 auction to be conducted by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

Kinder-Segen, LLC

OPINION OF TITLE

Re: Karl Rieman Estate
76 acres CR 26
Rawson, OH 45881

This is to certify that we have examined the title to the following described premises:

Situated in the Township of Union, County of Hancock and State of Ohio:

The West Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township One (1) South, Range Nine (9) East, containing Eighty (80) acres of land, more or less, subject to all legal highways, LESS and EXCEPT a parcel of land of Four (4) acres, more or less, located in the North part of said West Half of the Northwest Quarter of Section 26, said EXCEPTED parcel being more fully described as follows:

Beginning at an iron stake found marking the Northwest corner of the Northwest Quarter of Section 26; thence along the North line of said Northwest Quarter, also being the centerline of County Road Number 26, South $89^{\circ}25'02''$ East, a distance of 417.42 feet to a railroad spike set and passing a railroad spike found at 136.75 feet on the centerline of County Road Number 313; thence parallel with the West line of the Northwest Quarter of Section 26, South $00^{\circ}24'38''$ West, a distance of 417.42 feet to an iron stake set; thence parallel with the North line of said Northwest Quarter, North $89^{\circ}25'02''$ West, a distance of 417.42 feet to a railroad spike set on the West line of said Northwest Quarter and passing an iron stake set 20.00 feet East thereof; thence along said West line, also being the centerline of Township Road Number 56, North $00^{\circ}24'38''$ East, a distance of 417.42 feet to the point of beginning and passing a railroad spike 119.66 feet South thereof on the centerline of County Road Number 313, said tract containing 4.000 acres of land, more or less, subject however to all legal highways and prior easements of record.

containing after said EXCEPTION Seventy-six (76) acres of land, more or less, subject to all legal highways.

PARCEL NO. 44-0000116750
MAP NO. 1909-260-00-008

OPINION OF TITLE

We hereby certify that in our opinion a good and merchantable title to the aforescribed premises is vested in the name of Kinder-Segen, LLC, AN Ohio Limited Liability Company (undivided 1/2 interest), as shown in Volume 2433, Page 215 of the Official Records of Hancock County, Ohio; Karl L. Rieman, Successor Trustee of the Teresa A. Rieman Living Trust dated October 19, 2001 (undivided 1/2 interest) as shown in Volume 2383, Page 1695 and Volume 2127, Page 69 of the Official Records of Hancock County, Ohio.

SUBJECT ONLY TO THE FOLLOWING:

REAL ESTATE TAXES AND ASSESSMENTS:

1. Real estate taxes and assessments, if any, for the first half of the year 2022, in the amount of \$833.60, are paid.
2. Real estate taxes and assessments, if any, for the last half of the year 2022, in the amount of \$833.60, are paid.
3. Real estate taxes and assessments, if any, for the year 2023 are a lien and have not yet been determined.

MORTGAGES:

1. None.

OTHER:

1. Any and all zoning regulations and/or zoning ordinances.
2. Easement from Joseph O. Brown and Lucille M. Brown, husband and wife to Ohio Power company, dated August 29, 1966, filed for record September 29, 1966 at 10:01 AM in Volume 326, Page 5 of the Deed Records of Hancock County, Ohio.
3. Right of Way from Joseph O. Brown and Lucille M. Brown, husband and wife to The Standard Oil Company, dated December 1, 1954, filed for record January 7, 1955 at 9:35 AM in Volume 248, Page 359 of the Deed Records of Hancock County, Ohio; assigned to Inland Corporation, dated March 21, 1955, filed for record July 30, 1955 at 10:25 AM in Volume 248, Page 681 of the Deed Records of Hancock County, Ohio.

4. Oil & Gas Lease from Karl L. Rieman and Teresa A. Rieman, husband and wife to Palladian Enterprises, Inc., dated March 30, 1993, filed for record August 30, 1993 at 9:06 AM in Volume 947, Page 276 of the Official Records of Hancock County, Ohio; assigned to Meridian Oil, Inc., dated October 14, 1994, filed for record December 20, 1994 at 11:02 AM in Volume 1122, Page 22 of the Official Records of Hancock County, Ohio.
5. Memorandum of Trust from Karl L. Rieman and Teresa A. Rieman, Trustees to Karl L. Rieman Living Trust, dated October 19, 2001, filed for record January 16, 2002 at 3:44 P.M., in Volume 2127, Page 83 of the Official Records of Hancock County, Ohio.
6. Memorandum of Trust from Teresa A. Rieman and Karl L. Rieman, Trustees to Teresa A. Rieman Living Trust, dated October 19, 2001, filed for record January 16, 2002 at 3:44 P.M., in Volume 2127, Page 66 of the Official Records of Hancock County, Ohio.

This Title Opinion is subject to the compliance with "Consumer Credit Protection," "Truth in Lending," or similar laws.

The above Opinion is made subject to the right of any person or persons in possession of said premises or who has or have any unpaid accounts for labor performed or material furnished within the time frame from this date as prescribed in the Ohio Mechanic's Lien Law as found in Chapter 1311 of the Ohio Revised Code, and to special taxes and assessments not shown by the County Treasurer's Records.

The above Opinion is based on a search in said County of the Records of the Recorder, Auditor, Treasurer, Probate Judge, Sheriff, and Clerk of Courts, and contains every instrument on record as revealed by the indexes constituting a lien against said premises.

This Opinion of Title covers the period of time of the past Forty (40) years and is made for the benefit of Karl Rieman Estate.

OPINION OF TITLE

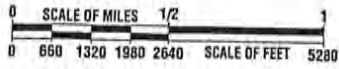
Dated at the City of Findlay, County of Hancock and State of Ohio, this 1st day of February, 2023 at 8:30 A.M.

ASSURED TITLE AGENCY, INC.
301 South Main Street, 4th Floor
Findlay, Ohio 45840
(419) 423-0060



John D. Oman

JDO:csw



UNION TWP -- SE

HANCOCK COUNTY, OHIO T.15-R.9E

SEE PAGE 67



SEE PAGE 57

© G.M.W.P.C.I 1998

ORANGE TWP NE



SEE PAGE 40

T.15
R.10E
EAGLE TWP SW



326/5

4103

DEED OF EASEMENT Form No. 4-D O.P. Co. Mr. Joseph O. Brown (NAME) Eas. No. 71-A R/W Map No. 1792 (Copy) 15
Drg. No. R.P. #1, Dawson, Ohio (Address) W.O. No. 728/0999-60-0215

Received of OHIO POWER COMPANY, an Ohio corporation, the sum of One Dollar (\$1.00) in consideration of which JOSEPH O. BROWN and LUCILLE M. BROWN, his wife

hereby grant and convey unto said OHIO POWER COMPANY, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures, including telegraph and telephone wires, and the right to permit attachment of others to said poles, with services and extensions therefrom, on and over our lands situate in the Township of Union, County of Hancock, and State of Ohio, and being a part of Section No. 26 (NW 1/4), Township No. T. 1. S., Range No. R. 9. E. and bounded:

On the North by ~~land~~ by the North Section Line of Section 26
On the East by lands of Balph and Noemi Wise
On the South by ~~land~~ the East and West Half Section line of Section 26
On the West by ~~land~~ the West Section line of Section 26
with the right of ingress and egress to and from and over said premises.

Electric service line to consist of not more than five poles and two anchors.

Together with the right to cut, trim and/or otherwise control any trees which may endanger the safety or interfere with the construction and use of said electric power line.

TO HAVE AND TO HOLD the same unto said, OHIO POWER COMPANY, its successors and assigns. It is agreed that the foregoing is the entire contract between the parties hereto, and that this written agreement is complete in all its terms and provisions.

WITNESS the following signatures and seals, this 29th day of August, 1966

WITNESS: A. E. Ross, Melray E. Aldrich, Joseph O. Brown, Lucille M. Brown

THE STATE OF OHIO, Hancock County ss.

Before me, a Notary Public, in and for said County, personally appeared the above named Joseph O. Brown and Lucille M. Brown who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 29th day of August, 1966. Melray E. Aldrich, Notary Public, 2125 Park St., Findlay, Ohio, Commission Expires February 28, 1970

This Instrument prepared by Ohio Power Company A. E. Ross



4103 ✓

Name Joseph O. Brown
Address R.P. #1, Dawson, Ohio
Line Township, Hancock Co.
Eas. No. 71-A, Map No. 1792

Received for Record 10:41 A.M. 29, 1966
Recorded in Deed Record Volume 326 Page 5
of Volume 326, Page 5
State of Ohio
Fee \$2.00 on Paid

Lucille M. Brown
Joseph O. Brown

TO

The Standard Oil Co.
(Ohio)

IN CONSIDERATION of the sum of One and no/100 Dollars (\$1.00), receipt of which is hereby acknowledged, and the further consideration of Two Dollars per lineal rod of the route selected by the Grantee, to be paid when this grant shall be used or occupied, the undersigned Lucille M. Brown and Joseph O. Brown

husband and wife, R.F.D. #1, Rawson, Ohio hereinafter called "Grantor," hereby grants unto THE STANDARD OIL COMPANY, an Ohio Corporation, its successors and assigns, the Grantee, the right to lay, maintain, operate, repair, replace and remove a pipe line and all necessary fixtures, equipment and appurtenances thereto, over, through and across the following described lands, situate in Union Township, Hancock County, State of Ohio, and bounded and described as follows:

Being 80 Acres more or less in W $\frac{1}{2}$ of N.W. $\frac{1}{4}$ of Sec. 26

ON THE NORTH by $\frac{1}{4}$ of Twp. Rd # 26

ON THE EAST by the lands of Ralph Wise

ON THE WEST by the $\frac{1}{4}$ of Twp Rd #56

ON THE SOUTH by the lands of Green Bros.

it being intended by the foregoing description to include all of the land of the Grantor in Section 26, Town 1 South, Range 9 East in said County together with the right of ingress and egress to and from the same, such right-of-way to be along such route as may be selected by the Grantee, but said pipe line shall be located within ten (10) feet of the existing 8 inch Inland Corp. pipe line.

Said Grantor and Grantor's heirs and assigns reserve the right fully to use and enjoy the said premises except insofar as such use and enjoyment shall be inconsistent with the exercise by the Grantee of the rights herein granted to it. The Grantee, by the acceptance hereof, agrees to bury said pipe line so that it will not interfere with the cultivation of the land and also to pay any damages to crops, buildings, drain tile, fences and timber arising from the exercise by the Grantee of any of the rights herein conferred upon it. One (\$1.00) Dollar per rod shall be paid as a minimum for construction damages.

It is understood that the person securing this grant has no authority to make any agreement not expressed herein in regard to the subject hereof, and that no such agreement will be binding on the Grantee.

IN WITNESS WHEREOF, these presents have been executed this 1st day of December, 1954.

Signed and acknowledged in presence of:

N. A. Miller

Lucille M. Brown

Frances I Foster

Joseph O. Brown

STATE OF Ohio)
) SS.
COUNTY OF Hancock)

Personally appeared before me, a Notary Public in and for said County, Lucille M. Brown and Joseph O. Brown, wife and husband who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal at Rawson, Ohio, this 1st day of December, 1954.

Notarial Seal
Hancock County,
Ohio

FRANCIS I. FOSTER
Notary Public, Hancock County, Ohio
My Commission Expires July 2, 1955

Frances I. Foster
Notary Public.

Filed for record January 7, 1955 at 9:35 o'clock A.M.

Recorded January 7, 1955. Waldo C. Folk, County Recorder.

Fee \$1.60 Paid.

Notary Public in and for Hancock County Ohio 248 p. 681

-3199-

ASSIGNMENT OF EASEMENTS

Standard Oil Company

HANCOCK COUNTY, OHIO

TO

KNOW ALL MEN BY THESE PRESENTS, that THE STANDARD OIL

Inland Corporation

COMPANY, an Ohio corporation, with offices in the Midland Building, Cleveland 15, Ohio, (hereinafter called "Assignor"), for good

and valuable consideration received by Assignor from INLAND CORPORATION, an Ohio corporation with offices in the Midland Building, Cleveland 15, Ohio (hereinafter called "Assignee"), hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to each and all of the pipe line easements listed and described on Exhibit "A" hereto attached and made a part hereof, and all of Assignor's right, title and interest, under and by virtue of said easements, in and to the respective lands in Hancock County, Ohio, described therein, which easements were executed and delivered to Assignor, and are listed and described on said Exhibit "A" by references to their respective grantors, dates and data of recording in the office of the Recorder of Hancock County, Ohio.

Assignor further hereby assigns, transfers and conveys to Assignee, all of Assignor's rights, privileges and benefits under each and all of said easements;

TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns forever.

For full descriptions of the lands subject to the above-described easements and the covenants and conditions thereof, reference is hereby made to the volume and page where the same are recorded as above set forth, in the office of the Recorder of Hancock County, Ohio.

This Assignment is executed and delivered by Assignor and accepted by Assignee subject to all of the covenants, terms and conditions set forth in the above-described easements; and by the acceptance of this Assignment, Assignee, for itself and its successors and assigns, agrees to keep and perform all of the covenants and agreements set forth in said easements on the part of Assignor to be kept and performed, and to save Assignor, its successors and assigns, harmless from all claims, expenses and liability occasioned by any breach of this agreement by Assignee or its successors or assigns.

This Assignment is made without any covenants or warranties of title whatsoever, express or implied.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by one of its Vice Presidents and its seal to be affixed hereto and attested by its Secretary, as of the 21st day of March, 1955.

The
Standard Oil Company
Cleveland, O.
Seal

THE STANDARD OIL COMPANY

By: C E Spahr
Executive Vice President

RRB
[Signature]

Attest: H S Moller Jr
Secretary

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said State and County, personally appeared C. E. Spahr, Exec. Vice President, and H. S. Moller, Jr., Secretary of The Standard Oil Company, who acknowledged that they executed the foregoing instrument for and on behalf of said corporation, and that the same is their free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 21st day of March, A.D., 1955.

Notarial Seal
Cuyahoga County,
Ohio

Viola A. Pergl
Notary Public

My commission expires:

VIOLA A. PERGL, Notary Public
My commission expires Sept. 13, 1957

for Original Release see Book Recorder Vol. 321 Pages 587-589

EXHIBIT "A"

Grantor	Grantee	Date	Recorded	
			Volume	Page
John H. Fey, et ux	The Standard Oil Co.	Nov. 16, 1954	248	340
Florence Cunningham	The Standard Oil Co.	Nov. 22, 1954	248	338
Robert N. Seever, et ux	The Standard Oil Co.	Nov. 22, 1954	248	349
Robert W. Hengsteler, et ux	The Standard Oil Co.	Nov. 19, 1954	248	342
Pearle M. Philpott, et vir	The Standard Oil Co.	Nov. 9, 1954	248	348
Donald J. Huffman, et ux	The Standard Oil Co.	Nov. 5, 1954	248	343
C. J. Stough, et ux	The Standard Oil Co.	Nov. 8, 1954	248	350
Bessie H. Voorhees, et vir	The Standard Oil Co.	Nov. 8, 1954	248	351
Harry L. Jennings, et ux	The Standard Oil Co.	Nov. 10, 1954	248	344
Edwin E. Ward, et ux	The Standard Oil Co.	Nov. 9, 1954	248	353
Richard L. Walter, et ux	The Standard Oil Co.	Nov. 10, 1954	248	352
Thomas R. Coppes, et ux	The Standard Oil Co.	Nov. 10, 1954	248	337
Arthur W. Christie, et ux	The Standard Oil Co.	Nov. 26, 1954	248	360
Ralph O. Bryan, et ux	The Standard Oil Co.	Nov. 10, 1954	248	336
Richard D. Cramer, and Matilda J. Cramer	The Standard Oil Co.	Nov. 30, 1954	248	339
Lawrence J. Haley, et ux	The Standard Oil Co.	Nov. 24, 1954	248	341
William A. Mann, et ux	The Standard Oil Co.	Nov. 19, 1954	248	345
Lawrence E. Owen, et ux	The Standard Oil Co.	Nov. 17, 1954	248	347
John S. Okuly, et ux	The Standard Oil Co.	Nov. 18, 1954	248	363
William H. O'Brien, et ux	The Standard Oil Co.	Dec. 15, 1954	248	362
Harry Preston, et ux	The Standard Oil Co.	Nov. 23, 1954	248	364
Earl Moyer, et ux	The Standard Oil Co.	Nov. 24, 1954	248	346
Clark Kelly Frazier, et al	The Standard Oil Co.	Dec. 2, 1954	248	361
Lucille M. Brown, et vir	The Standard Oil Co.	Dec. 1, 1954	248	359
Ola M. Williamson	The Standard Oil Co.	Dec. 6, 1954	248	365
Ernest Bosse, et al	The Standard Oil Co.	Jan. 28, 1955	248	452
Findlay Provisions Co., Inc.	The Standard Oil Co.	Jan. 13, 1955	248	440

Filed for record July 30, 1955 at 10:25 o'clock A.M.

Recorded August 18, 1955. Waldo C. Folk, Recorder.

Fee \$2.75 Paid.

pick-up
Palladian
10724

VOL 947 PAGE 276

OIL AND GAS LEASE
(Paid Up) Ohio

THIS AGREEMENT made this 30 day of March, 1993 between KARL L. RIEMAN and TERESA A. RIEMAN
husband and wife,

(whether one or more), whose address is: 16570 T.R. 56, Bluffton, Ohio 45817 Lessor
and Palladian Enterprises Inc., P. O. Box 671685, Houston, Texas 77267, Lessee.

WITNESSETH:

1. Lessor in consideration of Ten and more Dollars (\$ 10.00+), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other hydrocarbons, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipelines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, and to produce, save, take care of, treat, transport and own said products, under the following described land in Union Township,
Hancock County, Ohio to-wit (sometimes hereinafter referred to as the "leased premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

FILED AND RECORDED
August 30 1993
AT 9:06 O'CLOCK A.M.
BY VOL 947 PAGE 276
ANITA M. BAUM
RECORDER, HANCOCK CO. OHIO
FEE \$ 30.00 PAID

426	572
357	705
328	258
257	375
413	678

containing 553.383 acres, more or less,
and being the property described in Deed Volume 312, Page 627 of the Hancock County Records of Deeds.
This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the leased premises.

2. This lease shall be for a term of five (5) years from this date (the "primary term") and as long thereafter as oil, gas or other hydrocarbons are produced from the leased premises or land with which the leased premises are pooled or this lease is otherwise maintained in effect pursuant to the provisions hereof. If this lease is not being otherwise extended pursuant to the provisions hereof, Lessee is hereby given the option to extend the primary term of this lease, as to all or any portion of the leased premises, for an additional five (5) years from the expiration of the primary term. This option may be exercised by Lessee, at Lessee's sole discretion, at any time during the last year of the primary term by paying or tendering to Lessor, its heirs, successors or assigns (subject to the provisions of this lease regarding changes in ownership) the sum of \$20.00 per net mineral acre for the portion of the lease to be so extended. Additionally, Lessee shall, within thirty (30) days of such payment or tender, record an instrument providing notice of the extension of the lease and the description of the portion of the leased premises covered by such extension. This is a paid up lease requiring no rentals either during the primary term or the extended term.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be one-eighth (1/8) of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the Lessee's oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same or nearest field for production of similar grade and gravity; (b) For gas (including casinghead gas) and all other substances covered hereby, the royalty shall be one-eighth (1/8) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of the costs incurred by Lessee in delivery or otherwise making such gas or other substance merchantable, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same or nearest field pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; (c) Lessor shall pay a proportionate part of all excise, depletion, privilege, and production taxes now or hereafter levied, or assessed or charged on oil or gas produced from the land; and (d) If a well on the leased premises or lands pooled therewith is capable of producing oil or gas but such well is either shut-in for ninety (90) consecutive days or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor, and if this lease is not otherwise maintained in effect, such well shall nevertheless be considered as though it were producing oil or gas for the purpose of maintaining this lease, whether during or after the primary term, if Lessee pays shut-in royalty of One Dollar per acre then covered by this lease, or \$50.00 per shut-in well, at Lessee's option, such payment to be made to Lessor at above address, on or before the next ensuing anniversary date of this lease, or within one hundred and twenty (120) days after such anniversary date, and thereafter on or before each anniversary date hereof while the wells are shut-in or production therefrom is not being sold or purchased by Lessee or royalties on production therefrom are not otherwise being paid to Lessor. For the purpose of calculating shut-in royalties which are paid on a per acre basis, the number of lease acres described in Paragraph 1 shall be deemed correct, whether actually more or less. If Lessee chooses to pay shut-in royalties on a per well basis, when such payment is made, it will be considered that oil or gas is being produced from the entire lease.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate the leased premises in compliance with the spacing rules of the Oil and Gas Division of the Ohio Department of Natural Resources, or other lawful authority or when to do so would, in the judgment of Lessee, promote the conservation and prevent the waste of oil and gas in and under and that may be produced from the leased premises. Units pooled hereunder shall not substantially exceed in area six hundred and forty (640) acres each plus a tolerance of ten percent (10%) thereof, provided that should

Assign: V 1122 Rg 22

governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted by governmental regulations, and lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. If Lessee completes a horizontal well which, in Lessee's judgment, shall produce oil, gas or other hydrocarbons from the leased premises, Lessee shall have the right, but not the obligation, to pool or unitize all or a portion of the leased premises or interest therein with any other lands or interest, either before or after commencement of production. The unit formed by such pooling shall not exceed six hundred and forty (640) acres plus a maximum acreage tolerance of ten percent (10%); provided, however, that if the Ohio Department of Natural Resources, or other lawful authority, shall prescribe or permit the creation of any horizontal unit, proration unit or spacing pattern for the development of a field, the units created under the authority of this Paragraph 4 may conform substantially in size therewith to the extent necessary to obtain maximum production allowable from any such well. The terms "horizontal well" and "horizontal completion" mean, for purposes of this lease, an oil and/or gas well in which the horizontal component (or high angle deviation) of the gross completion interval exceeds one hundred (100) feet in length. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided as to oil in any one or more strata and as to gas in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; and upon such recordation the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface, mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the leased premises, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from the leased premises whether or not the well or wells be located on the leased premises and in such event operations for drilling shall be deemed to have been commenced on the leased premises within the meaning of Paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit which includes all or a portion of the leased premises. Such allocation shall be on an acreage basis so that there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) the pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties and included in the unit just as though such production were from the leased premises. The production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool as provided above with consequent allocation of production as above provided. As used in this Paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other hydrocarbons are not being produced on the leased premises, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within ninety (90) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other hydrocarbons, so long thereafter as oil, gas, or other hydrocarbons are produced from the leased premises, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other hydrocarbons are produced from the leased premises, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within ninety (90) days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other hydrocarbons, so long thereafter as oil, gas, or other hydrocarbons are produced from the leased premises, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the leased premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations thereafter arising as to the acreage surrendered.

6. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations and other facilities to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. The right of ingress and egress granted hereby shall apply to the entire leased premises notwithstanding any release or other termination affecting any portion thereof. When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth. No well shall be located less than three hundred (300) feet from any house or barn now on the leased premises without Lessor's consent. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises during the term of this lease or within a reasonable time thereafter. Upon cessation of operations on the leased premises, Lessee shall restore the leased premises as nearly as practicable to its original condition. Lessor represents and warrants to Lessee that Lessor is not aware of any problems relating to the environmental or physical condition of the leased premises and it is specifically understood and agreed that Lessee shall not be liable for or assume any obligation with respect to (i) the restoration or remediation of any condition associated with the leased premises which existed prior to the date of this lease (including pre-existing hazardous substance contamination), or (ii) the removal of any wellbore, equipment, fixtures, facilities or other property located in, on employees, agents and representatives harmless from and against any and all claims, losses, liability (including liability pursuant to the federal Comprehensive Environmental Response, Compensation and Liability Act), damages, diminutions in value and causes of action arising out of any wellbore, equipment, fixtures, facilities or other property located in, on or under the leased premises prior to the date of this lease.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of a recorded instrument or instruments evidencing same. If Lessee transfers its interest hereunder, in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to the interest not so transferred. If six (6) or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation to develop the leased premises shall arise during the primary term. Should oil, gas or other hydrocarbons be discovered in paying quantities on the leased premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres plus an acreage tolerance not to exceed ten percent (10%) of forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per six hundred and forty (640) acres plus an acreage tolerance not to exceed ten percent (10%) of six hundred and forty (640) acres of the area retained hereunder and capable of producing gas in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence compliance with the obligations imposed by virtue of this lease.

9. Lessor hereby warrants and agrees to defend the title to the leased premises and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon the leased premises, either in whole or in part, and in the event Lessee does so, Lessee shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty, it is agreed that if this lease covers a less interest in the oil, gas or other hydrocarbons in all or any part of the leased premises than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment, services, material, water, electricity, fuel, access or easements, or by operation of force majeure, including, fire, flood, war, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, or Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.
IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSOR:

Karl L. Rieman
KARL L. RIEMAN SS# 300-32-0177

Teresa A. Rieman
TERESA A. RIEMAN SS# 275-36-4174

WITNESS:

H. Nathan Crawford III
H. Nathan Crawford III (as to both)

Jill A. Woodward
Jill A. Woodward (as to both)

STATE OF OHIO:
COUNTY OF HANCOCK

ACKNOWLEDGMENT TO THE LEASE

On this 30 day of March, A.D., 1993, before me, the undersigned, a Notary Public, in and for said County, in the State aforesaid, personally appeared Karl L. Rieman and Teresa A. Rieman to me known as the persons described in and who executed the foregoing instrument and acknowledged that they had executed the same as their free act and deed.

My Commission Expires:
March 27, 1998

Jill A. Woodward Notary Public
Hancock County, State of Ohio

STATE OF _____
COUNTY OF _____

ACKNOWLEDGMENT TO THE LEASE

On this _____ day of _____, A.D., 1993, before me, the undersigned, a Notary Public, in and for said County, in the State aforesaid, personally appeared _____ to me known as the person _____ described in and who executed the foregoing instrument and acknowledged that _____ had executed the same as _____ free act and deed.

My Commission Expires:

Notary Public

County, State of _____

This lease was prepared by:
Palladian Enterprises Inc.
P. O. Box 671685
Houston, Texas 77267

EXHIBIT "A"

Attached to and by reference made a part of that certain Oil and Gas Lease dated March 30, 1993, by and between KARL L. RIEMAN and TERESA A. RIEMAN, Lessor, and Palladian Enterprises Inc., Lessee.

ADDITIONAL PROVISIONS:

1. Lessee shall reimburse Lessor for the market value of any growing crops destroyed by Lessee's operations hereunder, or for the market value of crops taken out of cultivation due to Lessee's operations by paying to Lessor prior to initiation of drilling the sum of \$1,500.00 per acre of land utilized in such operation. As to any lands owned by Lessor designated for Lessee's surface use which have tile drainage systems, Lessee shall pay to Lessor the sum of \$2,000.00 per acre. Furthermore, Lessee shall also reimburse Lessor for the reasonable value of damages to the livestock, fences, roads, personal property, buildings or other improvements of Lessor caused by Lessee's operations on the leased premises.

2. It is hereby understood and agreed that prior to entry on the leased premises, Lessee shall consult with Lessor as to the location of all drillsites, points of ingress and egress, roads, and, if necessary, production facilities. Lessee agrees to use reasonable efforts to minimize the amount of acreage utilized during its operations, and maintain the leased premises so as to minimize interference with Lessor's agricultural use of the leased premises.

3. Upon notice from Lessee of its intent to conduct operations on the leased premises, Lessor agrees to consult with Lessee to determine the location and positions of any and all tile drains and outlets situated in or on the leased premises. Lessee shall use reasonable efforts to conduct its operations to protect such drains and outlets from damage, and as long as this lease is in full force and effect, Lessee shall repair or restore any drains or outlets which are damaged by Lessee during the course of its operations on the leased premises within ninety (90) days from the date of notification by Lessor of such damage, given adequate weather conditions.

4. IT IS HEREBY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT THE PROVISIONS OF THIS EXHIBIT "A" SHALL SUPERSEDE ANY PROVISIONS OF THE PRINTED LEASE FORM TO THE CONTRARY.

SIGNED FOR IDENTIFICATION THIS 30 day of March, 1993.

Witness:

Lessor:

H. Nathan Crawford III
H. Nathan Crawford III (as to both)

Karl L. Riemann
KARL L. RIEMAN

Jill A. Woodward
Jill A. Woodward (as to both)

Teresa A. Riemann
TERESA A. RIEMAN

EXHIBIT "B"

Attached to and by reference made a part of that certain Oil and Gas Lease dated March 30, 1993, by and between Karl L. Rieman and Teresa A. Rieman, Lessors, and Palladian Enterprises Inc., Lessee.

DESCRIPTION:

TRACT 1: Parcel No. 44-0001007203; That certain parcel of land containing 129.83 acres, more or less, being a part of the Northeast Quarter (NE/4) of Section 27, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated April 22, 1982 and filed for record in COB 426, Page 572 of the Office of the Recorder of Hancock County, Ohio; SAVE AND EXCEPT: That certain parcel of land containing 2.365 acres, more or less, being the same property referenced in that certain Warranty Deed dated October 6, 1986 and filed for record in COB 507, Page 91 of the Office of the Recorder of Hancock County, Ohio; ALSO SAVE AND EXCEPT: That certain parcel of land containing 1.178 acres, more or less, being the same property referenced in that certain Warranty Deed dated October 6, 1986 and filed for record in COB 508, Page 1020 of the Office of the Recorder of Hancock County, Ohio; ALSO SAVE AND EXCEPT: That certain parcel of land containing 10.0 acres, more or less, being the same property referenced in that certain Warranty Deed dated August 8, 1990 and filed for record in COB 589, Page 761 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 1 of 116.287 acres, more or less;

TRACT 2: Parcel No. 44-0000116860; That certain parcel of land containing 80.0 acres, more or less, being the West Half (W/2) of the Southeast Quarter (SE/4) of Section 26, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated July 19, 1971 and filed for record in COB 357, Page 705 of the Office of the Recorder of Hancock County, Ohio; SAVE AND EXCEPT: That certain parcel of land containing .20 acres, more or less, being the same property references in that certain Warranty Deed dated July 19, 1971 and filed for record in COB 357, Page 705 of the Office of the Recorder of Hancock County, Ohio; ALSO SAVE AND EXCEPT: That certain parcel of land containing 5.226 acres, more or less, being the same property referenced in that certain Warranty Deed dated February 18, 1972 and filed for record in COB 362, Page 244 of the Office of the Recorder of Hancock County, Ohio; ALSO SAVE AND EXCEPT: That certain parcel of land containing 3.331 acres, more or less, being the same property referenced in that certain Warranty Deed dated March 27, 1973 and filed for record in COB 370, Page 40 of the Office of the Recorder of Hancock County, Ohio; ALSO SAVE AND EXCEPT: That certain parcel of land containing 2.282 acres, more or less, being the same property referenced in that certain Warranty Deed dated August 31, 1973 and filed for record in COB 373, Page 480 of the Office of the Recorder of Hancock County, Ohio; ALSO SAVE AND EXCEPT: That certain parcel of land containing 2.282 acres, more or less, being the same property referenced in that certain Warranty Deed dated August 31, 1973 and filed for record in COB 381, Page 703 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 2 of 66.679 acres, more or less;

TRACT 3: Parcel No. 44-0000117060; That certain parcel of land containing 17.37 acres, more or less, being known as the West 17.37 acres of the North Half (N/2) of the Northeast Quarter (NE/4) of Section 27, Township 1 South, Range 9 East, being the same property acquired by Lessors as parcel 1 in that certain Warranty Deed dated February 23, 1967 and filed for record in COB 328, Page 258 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 3 of 17.37 acres, more or less;

TRACT 4: Parcel No. 44-0000117050; That certain parcel of land containing 160.0 acres, more or less, being the Southeast Quarter (SE/4) of Section 27, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated February 3, 1956 and filed for record in COB 257, Page 375 of the Office of the Recorder of Hancock County, Ohio; SAVE AND EXCEPT: That certain parcel of land containing 2.18 acres, more or less, being the same property references in that certain Warranty Deed dated February 16, 1962 and filed for record in COB 296, Page 543 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 4 of 157.82 acres, more or less;

TRACT 5: Parcel No. 44-0000116750; That certain parcel of land containing 80.0 acres, more or less, being the West Half (W/2) of the Northwest Quarter (NW/4) of Section 26, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated February 18, 1980 and filed for record in COB 413, Page 678 of the Office of the Recorder of Hancock County, Ohio; SAVE AND EXCEPT: That certain parcel of land containing 4.0 acres, more or less, being the same property referenced in that certain Warranty Deed dated February 14, 1986 and filed for record in COB 490, Page 1216 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 5 of 76.0 acres, more or less;

TRACT 6: Parcel No. 44-0000116850; That certain parcel of land containing 160.0 acres, more or less, being the Southwest Quarter (SW/4) of Section 26, Township 1 South, Range 9 East, being the same property acquired by Lessors in that certain Warranty Deed dated October 19, 1964 and filed for record in COB 312, Page 627 of the Office of the Recorder of Hancock County, Ohio; SAVE AND EXCEPT: That certain parcel of land containing 24.14 acres, more or less, being the same property references in that certain Warranty Deed dated October 19, 1964 and filed for record in COB 312, Page 627 of the Office of the Recorder of Hancock County, Ohio; ALSO SAVE AND EXCEPT: That certain parcel of land containing 9.0 acres, more or less, being the same property referenced in that certain Warranty Deed dated April 21, 1972 and filed for record in COB 363, Page 735 of the Office of the Recorder of Hancock County, Ohio; ALSO SAVE AND EXCEPT: That certain parcel of land containing 7.633 acres, more or less, being the same property referenced in that certain Warranty Deed dated December 30, 1972 and filed for record in COB 368, Page 730 of the Office of the Recorder of Hancock County, Ohio;

Leaving a balance leased herein as to Tract 6 of 119.227 acres, more or less;

mail 12731

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ASSIGNMENT OF OIL AND GAS LEASE

FILED AND RECORDED
December 14 1994
AT 11:02 O'CLOCK AM
IN VOL 1122 PAGE 22
ANITA M. MUSGRAVE LLR
RECORDER, HANCOCK CO., OHIO
FEE \$ 70.00 PAID

STATE OF OHIO }
COUNTY OF HANCOCK }

KNOWN ALL MEN BY THESE PRESENTS

THAT, PALLADIAN ENTERPRISES INC., whose address is P. O. Box 671685, Houston, Texas 77267, (hereinafter referred to as Assignor), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby bargain, sell, transfer, convey and assign unto MERIDIAN OIL INC., whose address is 400 North Sam Houston Parkway East, Suite 1200, Houston, Texas 77060 (hereinafter referred to as Assignee), all of Assignor's right, title and interest in and to the Oil and Gas Lease(s), described in Exhibit "A" INsofar as the same covers and affects the land(s) described in said Exhibit attached hereto and made a part hereof.

THIS Assignment is made without warranty of title, either express or implied and shall be subject to any prior reservations or assignments.

IN WITNESS WHEREOF, this instrument is executed this 14th day of October, 1994, but effective as of the 1st day of September, 1994.

PALLADIAN ENTERPRISES INC.

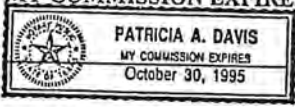
By: W. J. Scarff
W. J. Scarff
President

STATE OF TEXAS }
COUNTY OF HARRIS }

KNOWN ALL MEN BY THESE PRESENTS

This instrument was acknowledged before me on the 14th day of October, 1994, by W. J. SCARFF, President of PALLADIAN ENTERPRISES INC., on behalf of said corporation.

MY COMMISSION EXPIRES:



Patricia A. Davis
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

This Instrument was prepared by:
Meridian Oil Inc.
400 N. Sam Houston Parkway E., Suite 1200
Houston, Texas 77060

2/16/95

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EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil and Gas Lease dated October 14, 1994.

PROP. NO.	LSE NO.	LESSOR	LESSEE	DATE	YR	STATE	COUNTY	BOOK	PAGE	PROSPECT	LEGAL DESCRIPTION
19722900	OH35460 210	POWELL, L BURNETTE, ET UX	PALLADIAN ENTERPRISES INC	06-19	-93	OH	HANCOCK	947	264	DUKE	T1S, R9E, SEC 22: 35 ACRES OUT OF N/2 SE/4 E/OF NORFOLK AND WESTERN RAILWAY.
19723000	OH35461 210	PROBST, CAROL M, ET VIR	PALLADIAN ENTERPRISES INC	04-03	-93	OH	HANCOCK	963	158	DUKE	T2S, R9E, SEC 10: 68.2 ACRES OUT OF NW/4
19723400	OH35464 210	RADER, JOHN E, ET UX	PALLADIAN ENTERPRISES INC	05-17	-93	OH	HANCOCK	947	238	DUKE	T1S, R9E, SEC 25: 77.38 ACRES OUT OF NW/4
19723500	OH35465 210	REAM, JERRY A, ET UX	PALLADIAN ENTERPRISES INC	04-01	-93	OH	HANCOCK	963	69	DUKE	T2S, R9E, SEC 28: N/2 SE/4 NE/4, S/2 SW/4 NE/4
19723600	OH35466 210	REAM, RUSSELL A, ET UX	PALLADIAN ENTERPRISES INC	05-13	-93	OH	HANCOCK	946	277	DUKE	T2S, R9E, SEC 22: S/2 SE/4
19723900	OH35468 210	REIGLE, CLARENCE O, ET UX	PALLADIAN ENTERPRISES INC	05-12	-93	OH	HANCOCK	964	119	DUKE	T2S, R9E, SEC 4: NE/4 NE/4, 10 ACRES OUT OF N/END E/2 W/2 NE/4, IN ALL CONTAINING 58 ACRES; SEC 9: NE/4 SE/4, N/2 E/2 W/2 SE/4
19724000	OH35469 A210	REITER, ROBERTA A	PALLADIAN ENTERPRISES INC	06-11	-93	OH	HANCOCK	946	281	DUKE	T1S, R9E, SEC 23: 55.2 ACRES OUT OF W/2 SW/4
19724300	OH35470 210	RIEMAN, KARL L, ET UX	PALLADIAN ENTERPRISES INC	03-30	-93	OH	HANCOCK	947	276	DUKE	T1S, R9E, SEC 26 & 27: SEE LEASE EX 'B'
19724400	OH35471 210	RILEY, FRANCES L	PALLADIAN ENTERPRISES INC	06-05	-93	OH	HANCOCK	1017	229	DUKE	T2S, R9E, SEC 22: 158 ACRES OUT OF NW/4
19724600	OH35473 210	ROMICK, DANIEL J, ET UX	PALLADIAN ENTERPRISES INC	06-04	-93	OH	HANCOCK	948	249	DUKE	T1S, R9E, SEC 26: 116 ACRES OUT OF S/2 N/2 SW/4 & N/4 S/2 SW/4 & S/4 S/2 NW/4 & N/2 N/2 SW/4,
19724700	OH35474 210	ROSSMAN, DEWAYNE M, ET UX	PALLADIAN ENTERPRISES INC	04-13	-93	OH	HANCOCK	963	148	DUKE	T2S, R9E, SEC 23: 74 ACRES OUT OF N/2 NW/4; SEC 14: 60 ACRES OUT OF E/SIDE SW/4, SE/4 SE/4 NW/4
19724800	OH35475 210	ROTH, LOUISA E	PALLADIAN ENTERPRISES INC	05-15	-93	OH	HANCOCK	946	327	DUKE	T1S, R9E, SEC 33: 70.33 ACRES OUT OF W/2 NW/4 & S/2 SE/4 NW/4, 50 ACRES OUT OF S/PART W/2 NE/4, N/2 SE/4 NW/4, S/2 S/2 NE/4 NW/4; T1S, R10E, SEC 8: 67.27 ACRES OUT OF E/2 SW/4.
15725200	OH35479 A210	SCHROLL, RALPH A, ET AL	PALLADIAN ENTERPRISES INC	05-05	-93	OH	HANCOCK	964	131	DUKE	T2S, R9E, SEC 4: 53.3 ACRES OUT OF N/2 SE/4

EXHIBIT "A"
Attached to and made a part of that certain Assignment of Oil and Gas Lease dated October 14, 1994.

19725300	OH35479 B210	SCHROLL, RANDY J, ET AL	PALLADIAN ENTERPRISES INC	05-06	-93	OH	HANCOCK	964	135	DUKE	T2S, R9E, SEC 4: 53.3 ACRES OUT OF N/2 SE/4
19725400	OH35480 210	SCHWINN, ROY R, ET AL	PALLADIAN ENTERPRISES INC	07-28	-93	OH	HANCOCK	1096	54	DUKE	T1S, R9E, SEC 35: 39.13 ACRES OUT OF SW/4 SW/4; SEC 25: 80 ACRES OUT OF N/PART NE/4
19725500	OH35481 210	SCHWINN, ROY R, ET UX	PALLADIAN ENTERPRISES INC	07-28	-93	OH	HANCOCK	1017	247	DUKE	T1S, R9E, SEC 25: W/20 ACRES OUT OF N/100 ACRES OUT OF NE/4 & E1/3 OUT OF NE/CORNER NW/4
19725600	OH35482 210	SCOLES, ALLEN L	PALLADIAN ENTERPRISES INC	03-25	-93	OH	HANCOCK	885	82	DUKE	T2S, R9E, SEC 16: 76.4 ACRES OUT OF W/2 SW/4, NW/PART N/PART LOT #9, 9.94 ACRES OUT OF S/SIDE SW/4 NW/4, CONTAINING 106.3 ACRES IN ALL.
19724100	OH35469 B210	SMITH, CAROL M	PALLADIAN ENTERPRISES INC	06-14	-93	OH	HANCOCK	947	260	DUKE	T1S, R9E, SEC 23: 55.2 ACRES OUT OF W/2 SW/4
19725700	OH35483 210	SOLT, ROGER E INDIVIDUALLY AND TRUSTEE	PALLADIAN ENTERPRISES INC	04-15	-93	OH	HANCOCK	963	143	DUKE	T2S, R9E, SEC 14: 85 ACRES OUT OF W/100 ACRES OUT OF SW/4.
19726000	OH35486 210	SPALLINGER RENTALS	PALLADIAN ENTERPRISES INC	05-17	-93	OH	HANCOCK	946	269	DUKE	T2S, R9E, SEC 21: 18.4 ACRES OUT OF E/2 NW/4
19725800	OH35484 210	SPALLINGER, DAVID R, ET UX	PALLADIAN ENTERPRISES INC	05-17	-93	OH	HANCOCK	946	273	DUKE	T2S, R9E, SEC 21: 61.6 ACRES OUT OF E/2 NW/4
19726200	OH35488 210	STALEY, GENEVA M	PALLADIAN ENTERPRISES INC	04-24	-93	OH	HANCOCK	947	256	DUKE	T2S, R9E, SEC 29: NW/4 SW/4
19726300	OH35489 210	STRAHM, RANDY W, ET UX	PALLADIAN ENTERPRISES INC	07-07	-93	OH	HANCOCK	964	163	DUKE	T2S, R9E, SEC 18: 19 ACRES OUT OF S/PART E/2 NE/4
19726500	OH35491 210	STULTZ, ROSSELLA J	PALLADIAN ENTERPRISES INC	03-12	-93	OH	HANCOCK	885	98	DUKE	T2S, R9E, SEC 15: W/2 SW/4, S/30 ACRES OUT OF W/2 NW/4
19726600	OH35492 210	THOMPSON, JOHN W, JR, ET UX	PALLADIAN ENTERPRISES INC	04-13	-93	OH	HANCOCK	947	287	DUKE	T1S, R9E, SEC 26: 53.53 ACRES OUT OF E/2 NE/4
19726700	OH35493 210	TRAUCHT, ALMA M	PALLADIAN ENTERPRISES INC	05-11	-93	OH	HANCOCK	946	323	DUKE	T1S, R9E, SEC 25: 80.0625 ACRES OUT OF E/2

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Memorandum of Trust

(O.R.C. 5301.255)

1. The following Trust is the subject of this Memorandum:

Karl L. Rieman and Teresa A. Rieman, Trustees, or their successors in trust, under the Karl L. Rieman Living Trust, dated October 19, 2001, and any amendments thereto.

2. The name and address of the Trustmaker of the trust are as follows:

Karl L. Rieman
16570 T. R. 56
Bluffton, Ohio 45817

3. The names and addresses of the Trustees of the trust are as follows:

Karl L. Rieman 16570 T. R. 56 Bluffton, Ohio 45817	Teresa A. Rieman 16570 T. R. 56 Bluffton, Ohio 45817
--	--

4. The Trust was executed on October 19, 2001.

5. The trust instrument is in the possession of the above-named Trustmaker.

6. Pursuant to O.R.C. Section 5301.255(A)(2)(c), the powers specified in the trust relative to the acquisition, sale, or encumbering of real property by the Trustee(s) or the conveyance of real property by the Trustee(s), and any restrictions upon those powers, are as follows:

u. Real Estate Powers

My Trustee may purchase, sell, transfer, exchange, convey or otherwise acquire or dispose of any real estate.

My Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under the trust agreement.

My Trustee may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

My Trustee may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

My Trustee may elect to insure, as it deems advisable, all actions contemplated by this subsection.

My Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

My Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in the trust agreement.

7. This Memorandum of Trust was executed at Franklin County, Ohio, on October 19, 2001.

Witnesses:

Joan K. Glassford
Joan K. Glassford
(print name) (as to all)

Karl L. Rieman
Karl L. Rieman, Trustmaker

William K. Root
William K. Root
(print name) (as to all)

Teresa A. Rieman
Teresa A. Rieman, Trustee

Karl L. Rieman
Karl L. Rieman, Trustee

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Karl L. Rieman, Trustmaker.

Witness my hand and official seal.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Karl L. Rieman and Teresa A. Rieman, Trustees.

Witness my hand and official seal.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

This Instrument Prepared By:

William K. Root
Attorney at Law
5060 Bradenton Avenue, Suite C, Dublin, Ohio 43017
(614) 760-1801 / Facsimile (614) 889-5250

200200000979
Filed for Record in
HANCOCK COUNTY OHIO
ANITA M. MUSGRAVE
01-16-2002 At 03:44 PM.
MEMO TRUST 18.00
DR Book 2127 Page 83 - 85

Memorandum of Trust (O.R.C. 5301.255)

1. The following Trust is the subject of this Memorandum:

Teresa A. Rieman and Karl L. Rieman, Trustees, or their successors in trust, under the Teresa A. Rieman Living Trust, dated October 19, 2001, and any amendments thereto.
2. The name and address of the Trustmaker of the trust are as follows:

Teresa A. Rieman
16570 T. R. 56
Bluffton, Ohio 45817
3. The names and addresses of the Trustees of the trust are as follows:

Teresa A. Rieman	Karl L. Rieman
16570 T. R. 56	16570 T. R. 56
Bluffton, Ohio 45817	Bluffton, Ohio 45817
4. The Trust was executed on October 19, 2001.
5. The trust instrument is in the possession of the above-named Trustmaker.
6. Pursuant to O.R.C. Section 5301.255(A)(2)(c), the powers specified in the trust relative to the acquisition, sale, or encumbering of real property by the Trustee(s) or the conveyance of real property by the Trustee(s), and any restrictions upon those powers, are as follows:
 - u. Real Estate Powers

My Trustee may purchase, sell, transfer, exchange, convey or otherwise acquire or dispose of any real estate.

My Trustee may make leases and grant options to lease for any term, even though the term may extend beyond the termination of any trust created under the trust agreement.

My Trustee may grant or release easements and other interests with respect to real estate, enter into party wall agreements, execute estoppel certificates, and develop and subdivide any real estate.

My Trustee may dedicate parks, streets, and alleys or vacate any street or alley, and may construct, repair, alter, remodel, demolish, or abandon improvements.

My Trustee may elect to insure, as it deems advisable, all actions contemplated by this subsection.

My Trustee may take any other action reasonably necessary for the preservation of real estate and fixtures comprising a part of the trust property or the income therefrom.

My Trustee shall have the power to encumber the trust property, in whole or in part, by a mortgage or mortgages, deeds of trust, or by pledge, hypothecation or otherwise, even though such encumbrance may continue to be effective after the term of any trust or trusts created in the trust agreement.

7. This Memorandum of Trust was executed at Franklin County, Ohio, on October 19, 2001.

Witnesses:

Joan K. Glassford
Joan K. Glassford
(print name) (as to all)

William F. Root
William F. Root
(print name) (as to all)

Teresa A. Rieman
Teresa A. Rieman, Trustmaker

Teresa A. Rieman
Teresa A. Rieman, Trustee

Karl L. Rieman
Karl L. Rieman, Trustee

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Teresa A. Rieman, Trustmaker.

Witness my hand and official seal.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

STATE OF OHIO

COUNTY OF FRANKLIN, ss:

The foregoing Memorandum of Trust was acknowledged before me on October 19, 2001, by Teresa A. Rieman and Karl L. Rieman, Trustees.

Witness my hand and official seal.

Joan K. Glassford
Notary Public



JOAN K. GLASSFORD
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 13, 2002

This Instrument Prepared By:

William K. Root, Esq.
Attorney at Law
5060 Bradenton Avenue, Suite C, Dublin, Ohio 43017
(614) 760-1801 / Facsimile (614) 889-5250

200200000977
Filed for Record in
HANCOCK COUNTY OHIO
ANITA M. MUSGRAVE
01-16-2002 At 03:44 pm.
MEMO TRUST 18.00
OR Book 2127 Page 66 - 68