

	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Commitment	

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a California Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

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.

If this jacket was created electronically, it constitutes an original document.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American Title™

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent:	Kristy I. Bowling, Attorney at Law, Inc.	Issuing Office:	1263 Glen Drive, Suite A, Millersburg, OH 44654
Issuing Office's ALTA® Universal ID:	1187389	Loan ID No.:	
Commitment No.:	200012-1	Issuing Office File No.:	200012
Property Address:	16518 CR 4, Coshocton, OH 43812		

SCHEDULE A

1. Commitment Date: April 29, 2020 at 12:00 AM

2. Policy to be issued:

(a) ALTA Owners Policy (06/17/06)
 Proposed Insured: To Be Determined

**In an amount not to exceed \$1 million without prior underwriter approval.

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:

James McConnell, Trustee and Jean M McConnell

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

April 24, 2020

Issuing Agent: Kristy I. Bowling, Attorney at Law, Inc.
 Agent ID No.: 17775298
 Address: 1263 Glen Drive, Suite A
 City, State, Zip: Millersburg, OH 44654
 Telephone: (330)674-1338

Kristy I. Bowling
 Kristy I. Bowling, Attorney at Law, Inc.

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 First American Title™	ALTA Commitment for Title Insurance
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Schedule BI & BII	

Commitment No.: 200012-1

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. 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.

Warranty Deed from James McConnell, Trustee to TO BE DETERMINED.

5. Satisfaction and release of all liens listed on Schedule BII.
6. The company has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy.

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 First American Title™	ALTA Commitment for Title Insurance
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Schedule BI & BII (Cont.)	

Commitment No.: 200012-1

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 or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. 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.

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8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
9. This policy does not guarantee or insure the quantity of land or acreage shown in Exhibit A.
10. Although the policy to be issued insures access to and from the land, it will not insure the right of the insured to build a driveway connecting to the public highway.
11. Anything to the contrary notwithstanding, this Policy does not insure the accuracy of dimensions recited or referenced within the description of the premises described in Schedule A.
12. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
13. All taxes and assessments including taxes and assessments not yet due and payable.

PPN: 040-00000116.00
\$127.72

PPN: 040-00000117.00
\$69.88

PPN: 041-00000356.00
\$881.30

PPN: 041-00000354.00
\$1,182.68

Taxes for the full year 2018 have been paid in full. The taxes for the first half of the year 2019 have been paid in full. The taxes for the second half of the year 2019 have been determined but are not yet due and payable. The taxes for the 2020 are a lien not yet due and payable.

14. Oil and Gas Lease to PetroSearch Inc recorded in Official Records Volume 18, Page 527, Coshocton County, Ohio.
15. Oil and Gas Lease to PetroSearch, Inc. recorded in Official Records Volume 18, Page 525, Coshocton County, Ohio.
16. Oil and Gas Lease to The Clinton Oil Company recorded in Lease Volume 108, Page 616, Coshocton County, Ohio.
17. Oil and Gas Lease to The Clinton Oil Company recorded in Lease Volume 99, Page 108, Coshocton County, Ohio.
18. Oil and Gas Lease to The Clinton Oil Company recorded in Lease Volume 99, Page 105, Coshocton County, Ohio.
19. Oil and Gas Lease to The Clinton Oil Company recorded in Lease Volume 99, Page 15, Coshocton County, Ohio.

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20. Oil and Gas Lease to Clinton Gas Company recorded in Lease Volume 80, Page 673, Coshocton County, Ohio.
21. Oil and Gas Lease to David Law recorded in Lease Volume 72, Page 545, Coshocton County, Ohio.
22. Oil and Gas Lease to The River Gas Company recorded in Lease Volume 65, Page 119, Coshocton County, Ohio.
23. Oil and Gas Lease to The River Gas Company recorded in Lease Volume 65, Page 169, Coshocton County, Ohio.
24. Oil and Gas Lease to The River Gas Company recorded in Lease Volume 65, Page 319, Coshocton County, Ohio.
25. Oil and Gas Lease to David Law recorded in Lease Volume 74, Page 15, Coshocton County, Ohio.
26. Oil and Gas Lease to The Clinton Gas Co recorded in Lease Volume 80, Page 675, Coshocton County, Ohio.
27. Oil and Gas Lease to Clinton Oil Co recorded in Lease Volume 88, Page 194, Coshocton County, Ohio.
28. Oil and Gas Lease to The River Gas Co recorded in Lease Volume 65, Page 175, Coshocton County, Ohio.
29. Pipeline right of way to Columbia Gas Transmission Corp recorded in Deed Volume 352, Page 244, Coshocton County, Ohio.
30. Pipeline right of way to The Columbia Gas Corp recorded in Deed Volume 326, Page 509, Coshocton County, Ohio.
31. Pipeline right of way to The Clinton Oil Company recorded in Deed Volume 329, Page 199, Coshocton County, Ohio.
32. Pipeline right of way to The Benatty Corporation recorded in Official Records Volume 31, Page 1,034, Coshocton County, Ohio.
33. Pipeline right of way to Joseph C & Gertrude E Chaney recorded in Official Records Volume 31, Page 1,127, Coshocton County, Ohio.
34. Telephone right of way to General Telephone Company of Ohio recorded in Deed Volume 300, Page 250, Coshocton County, Ohio.
35. Telephone right of way to General Telephone Company of Ohio recorded in Deed Volume 312, Page 436, Coshocton County, Ohio.
36. Electric right of way to Columbus and Southern Ohio Electric Company recorded in Deed Volume 245, Page 594, Coshocton County, Ohio.
37. Electric right of way to Columbus and Southern Ohio Electric Company recorded in Deed Volume 245, Page 604, Coshocton County, Ohio.
38. Pipeline right of way to The Ohio Fuel Gas Company recorded in Deed Volume 229, Page 21, Coshocton County, Ohio.
39. NOTE: No examination was made of the estate created by any of the instruments described in Schedule B herein.

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 First American Title™	ALTA Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Exhibit A	

File No.: 200012

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

Situated in the Township of Washington, in the County of Coshocton and in the State of Ohio, described as follows:

TRACT NO. 1:

Parcel A:

Being the south-west quarter of the south-west quarter of section nine (9), in Township four (4) and Range eight (8) of the unappropriated land in the Military District subject to sale at Zanesville, Ohio, **containing forty (40) acres**, be the same, more or less, but subject to all legal highways.

Parcel B:

Known as the north half of the west half of the south-west quarter of section nine (9) in Township four (4), and Range eighty (8) , U. S. Military lands subject to sale at Zanesville, Ohio, and estimated to **containing forty (40) acres**, more or less.

040-00000116.00

TRACT NO. 2:

Being a part of Section 8, 1st quarter, T4N, R8W, U.S.M.L., Washington Township, Coshocton County, Ohio, and also being the same premises as described as Tract #3, in Volume 295, Page 646, Coshocton County Deed Records, and more particularly described as follows:

Beginning at a corner stone located at the S.E. corner, the east half S.E. quarter of said Section 8, T4N, R8W, U.S.M.L.; thence N. 01° 30' 00" E. along the East line of said East half, S.E. quarter, said Section 8 a distance of 2316.12 feet to an iron pin; thence N. 71° 11' 23" W. a distance of 1281.33 feet to an iron pin; thence N. 71° 11' 23" W. a distance of 10.45 feet to a point, said point being located on the West line of said East half of S.E. quarter of said Section 8; thence S. 01° 27' 54" W. along said West line a distance of 10.27 feet to an iron pin; thence S. 01° 27' 54" W, along said West line a distance of 1687.72 feet to an iron pin, said iron pin being located at the S.W. corner, East half S.E. quarter, said Section 8; thence S. 88° 23' 01" E. along the South line of the said East half, S.E. quarter Section 8 a distance of 1232.23 feet to the true place of beginning.

The above described parcel **contains 42.647 acres**, more or less, including public road right of way.

Survey and description prepared by The Coshocton, Land Surveying Service, James V. Gute, Registered Surveyor No. 5935, Oct. 1974.

040-00000117.00

TRACT NO. 4:

Being a tract of land in Lots 5, Third Quarter Plat Book 0, Page 122 and Section 13, P.B. 0, Page 118, Second & Fourth Quarters, Range 8W, Township 4N, Washington Township, Coshocton County, U.S. Military Lands, State of Ohio and being further described as follows;

Note: North based Coshocton County ortho photos. Plat on file in the Coshocton County Engineer's survey files. Research Data; surveys, deeds and plats of record. This description is based on surveys by G.W. Stewart R.P.S. 6357, Dec. 5, 1976 (2) and June 9, 1987 and by R. Scott Johnson R.P.S. 6791, Aug. 5, 1985.

EXHIBIT A

(Continued)

Beginning at a 6" concrete monument of record at the Northwest corner of Lot 5, Third Quarter, Plat Book 0, Page 122;

Then with the North line of said Lot 5, 91° 18' 01" a distance of 47.36' to a 5/8" rebar of record at the Southeast corner of the lands of E. Kirkbridge, J. Berry & K.M. Fender (O.R. 471/405);

Then with an east line of the said lands of E. Kirkbridge, J. Berry & K.M. Fender (O.R. 471/405) and entering into Section 13, 349° 34' 33", a distance of 236.30' to a 5/8" rebar of record;

Then with the said East lines of the lands of E. Kirkbridge, J. Berry & K.M. Fender (O.R. 471/405) and an East line of the lands of D.L. Perdue (O.R. 124/484), 323° 50' 30" a distance of 726.00' to a point in Wakatomika Creek;

Then with an East line of said of D.L. Perdue (O.R. 124/484) and an East line of the lands of B. Carpenter (O.R. 474/821) and crossing Township Road 437 A, 353° 02' 51", a distance of 594.00' to a 5/8" rebar of record;

Then with the lands of said of, B. Carpenter (O.R. 474/821) the following four (4) courses;

1. 06° 33' 33", a distance of 725.98' to a 5/8" rebar of record;
2. 338° 33' 42", a distance of 157.77' to a 5/8" rebar of record;
3. 320° 33' 57", a distance of 296.98' to a 5/8" rebar of record;
4. 335° 25' 59", a distance of 196.42' to a 5/8" rebar of record on the North line of said Section 13 and located 91° 39' 15", a distance of 204.60' from a stone of record at the Northwest corner of said Section 13;

Then with the said North line of Section 13, the following two (2) courses;

1. 91° 39' 15", a distance of 975.45' to a 1" rebar of record;
2. Continuing 91° 39' 15", a distance of 17.94' to a point in the center of State Route 60;

Then with said center of State Route 60 the following seven (7) courses;

1. 168° 07' 51"; a distance of 157.33' to a point;
2. 164° 43' 14" a distance of 563.12' to a point;
3. 162° 50' 15", a distance of 125.15' to a point;
4. 157° 13' 06", a distance of 276.36' to a point;
5. 143° 21' 55", a distance of 259.75' to a point;
6. 130° 10' 53", a distance of 163.94' to a point;
7. 128° 35' 12", a distance of 213.93' to a point at the North corner of the lands of C.K. Smith, Trustee (O.R. 509/965);

Then with the lands of said C.K. Smith, Trustee (O.R. 509/965), the following three (3) courses;

1. 224° 52' 35", a distance of 30.00' to a 1" rebar of record;
2. Continuing 224° 52' 35", a distance of 26.35' to a 1" rebar of record;
3. 137° 30' 07", a distance of 57.42', to a 1/2" pipe of record at a corner of the lands of E.M. Smith & A.B. Love (O.R. 507/743);

Then with the lands of said E.M. Smith & A.B. Love (O.R. 507 /743), the following three (3) courses;

1. 245° 00' 07", a distance of 274.89' to a 1/2" pipe of record;
2. 147° SO' 37", a distance of 153.65' to a 1/2" pipe of record;
3. 59° 57' 21", a distance of 20.93' to a 1/2" pipe of record at the West corner of the lands of S.M. Paynter & J.F. Strohacker (O.R. 490/42);

then with the Southwest line of the lands of said S.M. Paynter & J.F. Strohacker (O.R. 490/42), 150° 1S' 54", a distance of 180.61' to a 1/2" pipe of record at the West corner of the lands of E.R. Ferrell (O.R. 615/268);

then with the Southwest line of the said lands of E.R. Ferrell (O.R. 615/268) and B.D. Bible (O.R. 149/1378), 146° 30' 13", a distance of 439.69' to a 1" rebar of record at the South corner of the said lands of and B.D. Bible (O.R. 149/1378);

then with the Southeast line of the said lands of and B.D. Bible (O.R. 149/1378), 65° 43' 18", a distance of 162.65' to a 1/2"

EXHIBIT A

(Continued)

pipe of record at the West corner of the lands of R. Larr Jr. (O.R. 142/369);

then with the lands of said R. Larr Jr. (O.R. 142/369), the following three (3) courses;

1. 150° 13' 15", a distance of 246.51' to a ½" pipe of record;
2. 65° 34' 16", a distance of 80.18' to a ½" pipe of record;
3. Continuing 65° 34' 16", a distance of 30.20' to a point in the said center of State Route 60;

Them with the said center of State Route 60, 146° 17' 48", a distance of 67.83' to a point at the North corner of the lands of R.E. Hindle (O.R. 571/245);

Then with the lands of said R.E. Hindle (O.R. 571/245), the following six (6) courses;

1. 248° 34' 39", a distance of 27.03' to a 1" rebar of record;
2. Continuing 248° 34' 39", a distance of 153.99' to a 1" rebar of record;
3. 147° 13' 11", a distance of 35.53' to a 1" rebar of record;
4. Continuing 147° 13' 11", a distance of 114.38' to a 1" rebar of record;
5. 68° 34' 22", a distance of 158.55' to a 1" rebar of record;
6. Continuing 68° 34' 22", a distance of 24.94' to a point in the said center of State Route 60;

Then with the said center of State Route 60, 146° 17' 48", a distance of 40.64' to a point at the North corner of the lands of Vickers Family Farms Limited (O.R. 371/290);

Then with the lands of said Vickers Family Farms Limited (O.R. 371/290), the following five (5) courses;

1. 213° 23' 25", a distance of 30.50' to a 1" rebar of record;
2. Continuing 213° 23' 25", a distance of 106.71' to a 1" rebar of record;
3. 202° 03' 18", a distance of 130.70' to a 1" rebar of record;
4. 141° 15' 50", a distance of 114.23' to a 1" rebar of record;
5. Continuing 141° 15' 50", a distance of 23.85' to a point in the center of County Road 4;

Then with the said center of County Road 4, 264° 52' 13", a distance of 79.27' to a point at the Southeast corner of the lands of Vickers Family Farms Limited (O.R. 371/290);

Then with the said lands of Vickers Family Farms Limited (O.R. 371/290), following two (2) courses;

1. 321° 15' 50", a distance of 19.70' to a 1" rebar of record;
2. Continuing 321° 15' 50", a distance of 124.69' to a 1" rebar of record;

Then with the North line of the said lands of Vickers Family Farms Limited (O.R. 371/290) and B.H. Hughes (D.R. 281/660), 260° 13' 29", a distance of 339.80' to a 1" rebar of record;

Then with the lands of said B.H. Hughes (D.R. 281/660), the following two (2) courses;

1. Continuing 260° 13' 29", a distance of 25.00' to a point in said Wakatomica Creek;
2. Within said Wakatomica Creek 218° 51' 01", a distance of 90.29' to a point in the said center of County Road 4;

Then with the said center of County Road 4, the following seven (7) courses;

1. 285° 28' 39" a distance of 154.21' to a point;
2. 271° 08' 13", a distance of 147.78' to a point;
3. 255° 33' 41", a distance of 133.31' to a point;
4. 246° 41' 54", a distance of 142.03' to a point;
5. 230° 36' 16", a distance of 116.69' to a point;
6. 221° 34' 10" a distance of 373.79' to a point;
7. 225° 45' 52", a distance of 304.88' to a point on the West line of said Lot 5;

Then with the said West line of Lot 5, the following two (2) courses;

1. 00° 50' 51", a distance of 29.84' to a 1" rebar of record;
2. Continuing 00° 50' 51", a distance of 975.10' to the point of beginning;

EXHIBIT A

(Continued)

This tract contains 87.998 acres, more or less, of which 16.873 acres are in Lot 5 and 71.125 acres are in Section 13, as described by R. Scott Johnson, Registered Professional Surveyor No. 6791, December 6, 2013.

This description is intended to convey all of the lands previously transferred to James J. & Jean M. McConnell (Tracts 3, 4, 5, 6 D.R. 273/650 all, Tract 1, D.R. 349/632 all) (041-00000356-00 all) (041-00000351-00 all)

(D.R. 359/117 all) {041-00000352-00 all),

(Tract 7, 8 D.R. 273/650 all) (D.R. 349/442 all) (D.R. 309/641 all) (041-00000353-00 all) (041-00000357-00 all).

041-00000356.00

TRACT NO. 4:

Being a tract of land in Section 13, Range 8W, Township 4N, Washington Township, Coshocton County, State of Ohio, which is further described as follows:

Beginning at a steel pin set at the northeast corner of said Section 13;

thence, with the east line of said Section 13, with the following three (3) courses:

- (1) South 1° 47' 00" West, a distance of two thousand nine hundred fifty- seven and forty-seven hundredths (2,957.47) feet to a steel pin set on the north side of County Road #4;
- (2) Continuing South 1° 47' 00" West, and crossing said County Road. #4, a distance of sixty-five and one hundredths (65.01) feet to a set steel pin;
- (3) Continuing South 1° 47' 00" West, a distance of two thousand four hundred one and nineteen hundredths (2,401.19) feet to a steel pin set on the south line of said Section 13;

Thence, with the said south line of section 13, with the following two (2) course;

North 88° 41' 51" West, a distance of five hundred thirty-six and sixty-nine hundredths (536.69) feet to a set steel pin;

Continuing North 88° 41' 51" West, a distance of thirty-nine and twenty hundredths (39.20) feet to a spike in the center line of State Route #60;

thence, with the said center line of State Route #60, North 41° 10' 49" West, a distance of nine hundred eighty and ninety-two hundredths (980.92) feet to a spike;

thence, along the lands of A. C. Graham (268/473), with the following four (4) courses:

- (1) North 1° 44' 16" East, a distance of forty-six and fifty hundredths (46.50) feet to a set steel pin;
- (2) Continuing North 1° 44' 16" East, a distance of nine hundred sixty-eight and twenty-three hundredths (968.23) feet to a steel pin set on the south side of County Road #4;
- (3) Continuing North 1° 44' 16" East, and crossing said County Road #4, a distance of fifty-two and forty-six hundredths (52.46) feet to a set steel pin;
- (4) Continuing North 1° 44' 16" East, a distance of nine hundred thirty-two and one hundredth (932.01) feet to a steel pin set on the south line of the lands of R. Thomas (221 / 229);

thence, along the said south line of the lands of R. Thomas, South 87° 54' 04" East, a distance of three hundred sixty-four and twenty-seven hundredths (364.27) feet to a set steel pin;

thence, continuing along the said lands of R. Thomas and Harold Stevens (262/700) North 2° 14' 19" East, a distance of two thousand seven hundred seventeen and eighty-five hundredths (2,717.85) feet to a steel pin set on the said north line of Section 13;

thence, with the said north line of Section 13, South 87° 55' 56" East, a distance of eight hundred sixty and thirteen hundredths (860.13) feet to the point of beginning.

EXHIBIT A
(Continued)

This tract **contains one hundred twenty-six and three hundred sixty-one thousandths (126.361) acres**, more or less.
Survey and description prepared by George W. Stewart, Registered Surveyor #6357, November 17, 1976.

041-00000354.00

Partial Release
Recorded Official Record
Vol. 528 Page 164
David H. Dilly
County Recorder 10-8-10 TE

Assignment
Recorded Official Record
Vol. 203 Page 257
Sandra Corder
County Recorder 12-15-2000

Assignment
Recorded Official Record
Vol. 37 Page 1032
Majorie L. Gra
County Recorder 11/2/92

OIL & GAS LEASE

6283 ✓ ✓

THIS AGREEMENT, made this 28th day of April 1980, between
James J. and Jean M. McConnell (H&W)
1640 Sleepy Hollow Dr., Coshocton, Ohio 43810
Lessor, and The Clinton Oil Company, 611 E. Weber Road, Columbus, Ohio 43211, Lessee,
does witness:

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PAGE 66
NOV 1

1. Lessor, in consideration of the sum of One and no/100 Dollars (\$1.00), the receipt of which is hereby acknowledged and of the covenants and agreements herein contained, does hereby grant unto Lessee all of the oil and gas and the constituents of either, in and under the lands hereinafter described together with the exclusive right to drill and operate for, produce, and market oil and gas and their constituents, 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 herein.

2. This lease covers the premises situated in Section (1-07) 13 of the Township of Washington, County of Coshocton, State of Ohio, containing 126.361 acres, more or less, being all of the land owned by Lessor in said township or adjoining said tract, bounded substantially as follows:

On the North by lands of J & R McConnell On the East by lands of E Fry & J Falter
On the South by lands of J Shupert On the West by lands of A. Graham, R Thomas & H Stevens

3. This lease shall remain in force for a term of 12 months years and as long thereafter as operations described above are being conducted on the premises; or oil or gas is produced, or is capable of being produced.

4. The royalties to be paid by Lessee are (a) on oil, one-eighth (1/8) of that produced and saved from said land, 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 20 days after Lessee receives payment therefor. In the event all wells on the leased property are shut in for any reason for a continuous period of six months, then on or before the end of each calendar year during which such wells are shut in, Lessee shall pay Lessor a shut in payment of One Dollar (\$1.00) FOUR per year per acre, prorated for the period such wells are shut in, and this lease shall (\$4.00) continue in full force and effect as provided in paragraph 3 so long as such payments are made.

5. If operations for a well are not commenced on the premises within 30 DAYS months 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 \$504.00 dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operation for a well for twelve (12) 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 during the term of this lease. This and all other payments due under this lease shall be made by cash or check and shall be deemed tendered when either 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 ten days of the receipt of said notice by Lessee.

6. If Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate 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.

7. ~~Lessor may lay a line to the production unit on any gas well on said land and may take gas produced from said well for use for heat and light in one dwelling house located on said land, at Lessor's risk, subject to the use and the right of abandonment and surrender of Lessee. Lessee shall have the right to use free of cost, gas, oil, and water found on said land for its operations thereon, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury pipelines below normal plow depth in cultivated areas and shall pay for damage caused by its operations to growing crops and to fences on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of Lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, and any other structures or improvements placed on said land by Lessee, including the right to draw and remove all casing.~~

8. 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 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 or 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.

Stipulation of Cross Assignment
Recorded Official Record
Vol. 520 Page 188
David H. Dilly
County Recorder 6/29/2010 JC

Partial Assignment
Recorded Official Record
Vol. 528 Page 270
David H. Dilly
County Recorder 10-6-2010 JC

Modification of Lease
Recorded Official Record
Vol. 544 Page 309
David H. Dilly
County Recorder 5-19-11 JC

Assignment of Bill of Sale
Recorded Official Record
Vol. 520 Page 144
David H. Dilly
County Recorder 8-26-2010 JC

"EXHIBIT A"

- 16. Drillsite location(s), access road(s), and pipeline location(s) and unitization shall be mutually agreed in writing. Such agreement shall not be unreasonably withheld.
- 17. Lessee may assign the lease or portions thereof to any entity related to Lessee, but all other assignments shall be made only with the prior written approval of Lessor.
- 18. Lessee will pay Lessor for all damages to Lessor's field tile caused by Lessee's operations.
- 19. Lessee agrees in the preparations of a well site that the topsoil will be removed and stock piled for use in the reclamation of the site.
- 20. Lessee grants unto Lessor a (3%) one half percent override on 8/8's of the gas and oil produced and saved on premises.

*Used
JHM*

Continued overriding Royalty
 Recorded Official Record
 Vol. 5100 Page 954
 David H. Dilly 12-22-11
 County Recorder TH

Correction Overriding Royalty
 Recorded Official Record
 Vol. 501 Page 468
 David H. Dilly 12-28-2011
 County Recorder JHM

Memorandum
 Recorded Official Record
 Vol. 558 Page 532
 David H. Dilly 11-29-11
 County Recorder "

Assignment
 Recorded Official Record
 Vol. 207 Page 133
 Sandra Corder 2-2-2001
 County Recorder AS

2nd Amend Assign Bill of Sale
 Recorded Official Record
 Vol. 595 Page 385
 David H. Dilly 12-24-12
 County Recorder TE

Amendment
 Recorded Official Record
 Vol. 36 Page 985
 Marjorie L. Gray 10/9/92
 County Recorder

VOL 99 PAGE 16

93 PAGE 17
174

9. 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 production and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself from any payments due hereunder.

10. This lease shall be subject to governmental rules or regulations, and this lease shall not be terminated, in whole or in part, nor shall Lessee be held liable in damages, for failure to comply herewith, if compliance is prevented by, or such failure is the result of, any such law, rule or regulation. Lessor grants Lessee the authority to compromise or settle any disputes with governmental agencies relating to this lease or production therefrom.

~~11. Lessee is hereby granted the right at any time to unitize the leased premises or any portion thereof, as to any or all strata or stratum, with any other lands for the production of oil and/or gas and/or the constituents of either. No such unit shall embrace more than 160 acres; provided that if any governmental regulations shall prescribe a spacing pattern for the development of the field, then any such unit may embrace as much additional acreage as may be so prescribed. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon; provided, however, that Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated in paragraph 4 as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit; and provided further that Lessor may take free gas as provided in paragraph 7 hereof from a unit well only if said well is located on lands actually owned by Lessor.~~

12. Following completion of any producing well, Lessee shall a) fill all the pits used during drilling which are not required either for production purposes or by any government regulations; b) remove all concrete bases, drilling supplies and drilling equipment; and c) grade, plant and seed the area disturbed by drilling that is not required in production of the well, where necessary to bind the soil and prevent substantial erosion and sedimentation.

13. 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 above shall be proportionately reduced on acreage basis.

14. 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.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date appearing above.

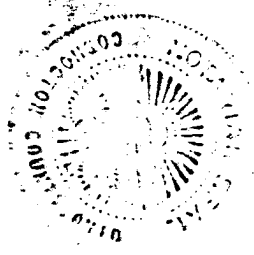
Signed and acknowledged in the presence of:

Walter C. Crawford
Paula K. Carpenter

James J. McConnell
JAMES J MCCONNELL
Jean M. McConnell
JEAN M MCCONNELL

STATE OF OHIO)
COUNTY OF Coshocton) SS:

The foregoing instrument was acknowledged before me this 25th day of April, 1980 by James J. & Jean M. McConnell



Walter C. Crawford
Notary Public

WALTER C. CRAWFORD, Notary Public
State of Ohio
My Commission Expires February 28, 1983

Received Apr 28 1980
12:05 O'clock P.M.
Recorded Apr 28 1980
In Coshocton County, Ohio
Record of Lease Vol 98
Page 13
Matthew A. McConnell
Coshocton Co. Recorder
Recorder's Fee \$6.00

Assignment
Recorded, Official Record
Vol. 33 Page 978
Marjorie L. Gray 8-10-92
County Recorder 56

OIL AND GAS LEASE

Form OGT (93)

THIS AGREEMENT, made and entered into this 10th day of October, 1991, by and between

Dr. James J. and Jean M. McConnell, husband and wife

of 1640 Sleepy Hollow Drive, Coshocton, Ohio 43812 (Phone) 614-622-3682

hereinafter called the Lessor, and PetroSearch, Inc., P.O. Box 674
New Philadelphia, Ohio 44663

hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of one dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operation for, producing and removing oil and gas and all the constituents thereof, and of injecting air, gas, brine and other substances from any source and into any subsurface strata, other than potable water strata and workable coal strata, (including but not limited to the right to inject any wells on the leasehold property and to otherwise conduct all such secondary or tertiary operations as may be required in the opinion of the Lessee), and to transport by pipelines or otherwise across and through said lands oil, gas and their constituents from the subject and other lands, regardless of the source of such gas or the location of the wells, which right to transport gas from other properties across the leasehold premises shall survive the term of this lease for so long as the transportation of such gas may be desired by the Lessee, and of placing of tanks, equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at all times for the aforesaid purpose, being all that certain tract of land situated in Section/Lot/District No. 2nd & 3rd Qtr 15 & 5 of Washington Township Coshocton County, Ohio, bounded substantially as follows:

North by lands of Robert E. McNichols

East by lands of Harold Stevens

South by lands of Donnis Huff; C. & S. Vickers; Bernard H. Hughes

West by lands of Charles L. Untied; J. J. Detweiler; Larry Smith; Donnis Huff

Parcel numbers: 041-00000352-00, 041-00000353-00, 041-00000356-00, 041-00000357-00
being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District of adjoining Sections/Lots/Districts, containing 85.235 acres, more or less, and being the property described in Deed Volume 359 Page 117 of the Coshocton County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of three and six months longer thereafter as oil or gas or their constituents are produced or are capable of being produced on the premises in paying quantities, in the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil or gas and as provided in Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within One (1) month from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of Four hundred and twenty-six dollars each year, payments to be made quarterly until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced.

4. In consideration of the premises the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipelines.
(B) To pay to the Lessor, as royalty for the gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and stipulated flowing temperature of 60° Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation or compression paid by Lessee to deliver the gas for sale. Payment of royalty for gas marketed during any calendar month to be on or about the 30th day after receipt of such funds by the Lessee.
(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorate share of any tax imposed by any government body.
(D) In the event Lessee does not sell the gas to others, Lessor shall be paid on the basis of the lowest market price paid by any public utility in the state at the well head for gas of like kind and quality, and on the same basis that such utility would pay for such gas, including any escalation in price that such utility would pay for such gas as if a contract for the sale of same had been entered into at the time of initial production.

5. 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 Lessor

at the above address
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 or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

6. The Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises or the field market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's fires or equipment, or whether same be caused by Lessee's equipment or well operation, and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, that the gas supply will be terminated by Lessee until the Buyer of the property executes an agreement regarding the usage of the gas in the same form as the within agreement. In the absence of such an agreement free gas under this provision shall terminate, the within right of free gas not being assignable without the consent of the Lessee.

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty in the amount and under the terms hereinabove provided for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law. In the event no delay rentals are stated, the advance royalty payable hereunder shall be made on the basis of \$1.00 per acre per year.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil and gas development unit of not more than 800 acres, or such larger unit as may be required by state law or regulation 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 well. 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 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 one-eighth (1/8) oil and gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil and gas lease setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty 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 parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessee by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. The Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligation hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

14. The Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil or gas to, on, through and off the premises and pay all damages to growing crops caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereon to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

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15. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender hereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

16. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strikes, riots, and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

17. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

18. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee herein.

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them. Lessor further agrees to sign such additional documents as may be reasonably requested by Lessee to perfect Lessee's title to the oil and gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others.

20. Lessor and lessee shall mutually agree on the location of the well and/or wells located on said premises, such agreement shall not be unreasonably withheld.

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

Signed and acknowledged in the presence of:
Lawrence V. Elstun
Lawrence V. Elstun

Signatures
Dr. James J. McConnell
Dr. James J. McConnell
Jean M. McConnell
Jean M. McConnell

Social Security or Tax ID No.
9101
6238

Nelson L. Hall
Nelson L. Hall

STATE OF OHIO
COUNTY OF COSHOCTON SS:

INDIVIDUAL

Before me a Notary Public in and for said county and state personally appeared the above named Dr. James J. and Jean M. McConnell,
husband and wife
who acknowledged to me that they did execute the foregoing instrument and that the same is their free act and deed for the purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Coshocton, Ohio
this 10th day of October 1991

STATE OF _____)
COUNTY OF _____) SS:

Lawrence V. Elstun
Notary Public
LAWRENCE V. ELSTUN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 6 1992
CORPORATION

Before me a Notary Public in and for said county and state personally appeared _____ the President and _____ Secretary, respectively, of _____ the above named corporation, who acknowledged to me that they did execute the foregoing instrument for and on behalf of said corporation, pursuant to authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____ this _____ day of _____ 19____

Assignment
Recorded, Official Record
Vol. 26 Page 789
Marjorie L. Gray 4/8/92
County Recorder

VOL 18 AUG 526

This instrument was prepared by PetroSearch, Inc., P.O. Box 674, New Philadelphia, Ohio 44663

5977 ✓
Acres 1.92
OIL AND GAS LEASE
From _____
To _____
No. _____

Assignment
Recorded, Official Record
Vol. 45 Page 485
Sandra Corder 4/28/93
County Recorder
sb

Located _____
1661 5 1 130
Rec'd for Record
OFFICIAL RECORD,
Recorded 11-22-91 AM
Book 87 Page 525
Marjorie L. Gray
County Recorder
Fee 10.00

Assignment
Recorded, Official Record
Vol. 18 Page 753
Marjorie L. Gray 10/21/91
County Recorder

15. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right of any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

16. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strikes, riots, and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

17. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

18. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee herein.

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them. Lessor further agrees to sign such additional documents as may be reasonably requested by Lessee to perfect Lessee's title to the oil and gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others.

20. Lessor and lessee shall mutually agree on the location of the well and/or wells located on said premises, such agreement shall not be unreasonably withheld.

IN WITNESS WHEREOF the Lessors have hereunto set their hands.

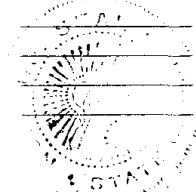
Signed and acknowledged in the presence of:
Lawrence V. Elstun

Signature: Dr. James J. McConnell
Social Security or Tax ID No. [REDACTED]

Jean M. McConnell
Jean M. McConnell

Nelson L. Hall
Nelson L. Hall

9101
6238



STATE OF OHIO
COUNTY OF COSHOCTON SS:

INDIVIDUAL

Before me a Notary Public in and for said county and state personally appeared the above named Dr. James J. and Jean M. McConnell,
husband and wife

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

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Coshocton, Ohio

this 10th day of October, 1991

STATE OF _____)
COUNTY OF _____) SS:

Notary Public LAWRENCE V. ELSTUN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 6 19 92

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

and _____ the President and Secretary, respectively, of _____

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

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

this _____ day of _____, 19 _____

Notary Public

Assignment
Recorded, Official Record
Vol. 26 Page 789
Majorie L. Gray 4/8/92
County Recorder

5978 VOL 18 PAGE 528

No. _____ Acres _____
OIL AND GAS LEASE

From _____

To _____

Post Office _____

Date _____

Terms _____

Years _____

Located _____

Rec'd for Record OCT 15 1991

Recorded 11:25 AM OFFICIAL RECORD, Book 18 Page 527

County Recorder Majorie L. Gray Fee \$ 10.00

Recorded, Official Record Vol. 18 Page 753 Majorie L. Gray 10/21/91 County Recorder

Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.