

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 Nebraska 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

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

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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance Issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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.
- (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.

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(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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ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

Transaction Identification Data for reference only:

Issuing Agent:

Acquisition Title Agency Inc

Issuing Office:

6 S. Vernon Street PO Box 321, Sunbury, OH 43074

ALTA® Universal ID:

Loan ID No.:

Commitment No.: Issuing Office File No.:

20-08-07 ATA

20-08-07 ATA

Property Address:

1499 County Road 149, Cardington, OH 43315

Revision No.:

SCHEDULE A

1. Commitment Date: July 24, 2020 at 06:00 AM 2. Policy to be issued: [X] ALTA Owner's Policy of Title Insurance (6-17-06) ALTA Homeowner's Policy of Title Insurance (Rev. 12-2-13) Proposed Insured: TBD at Auction Proposed Policy Amount: ALTA Loan Policy of Title Insurance (6-17-06) (b) ALTA Expanded Coverage Residential Loan Policy (Rev. 12-2-13) Proposed Insured: Proposed Policy Amount:

- The estate or interest in the Land described or referred to in this Commitment is fee simple.
- 4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

Luther E. Foust, Co-Trustee of the Chester R. and Joy E. Foust Trust, by virtue of a Certificate of Transfer recorded 08/06/2018 in OR Book 927 Page 438-442, Morrow County Records; and a Certificate of Transfer recorded 08/06/2018 in OR Book 927 Page 433-437, Morrow County Records.

The Land is described as follows:

See Schedule C attached hereto and made a part hereof.

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SCHEDULE A

(Continued)

Commitment No.: 20-08-07 ATA

FIRST AMERICAN TITLE INSURANCE COMPANY

Issuing Agent:

Acquisition Title Agency Inc

Agent ID No.:

Address:

6 S. Vernon Street PO Box 321

City, State, Zip:

Sunbury, OH 43074

Telephone:

(740)965-2226

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

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ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI & BII

Commitment No.: 20-08-07 ATA

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 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.
- 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.
 - a. Fiduciary Deed from Chester and Joy Foust Trust to TBD at Auction
- 6. Seller, Buyer, Borrower and Lender are notified that this commitment and policy incorporates, by reference, the attached "Closing Disclosure" pursuant to R.C. 1345.031, "Notice of Availability and Offer of Closing Protection Coverage" pursuant to R.C. 3953.32, and "Notice of Availability of Owner's Title Insurance" pursuant to R.C. 3953.30. Said disclosures and notices require signature by the parties, and said signature(s) is/are a condition precedent to the closing of this transaction.
- 7. Seller's Affidavit covering matters of title in a form acceptable to Acquisition Title Agency Inc.
- 8. Survey satisfactory to Acquisition Title Agency Inc. to be provided if survey exception is to be deleted from final policy.
- 9. Memorandum of Trust satisfactory to Acquisition Title Agency to be executed by Trustee of the Chester R. and Joy E. Foust Trust.

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SCHEDULE B

(Continued)

Commitment No.: 20-08-07 ATA

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:

- Any defect, Iien, 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.
- 8. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
- 9. Real estate taxes for 2019 in the amount of \$988.98 per half are due and not paid. Real estate taxes for 2020 and subsequent years are undetermined, unpayable, and a lien.

 Delinquent taxes due in the amount of \$513.09

Delinquent taxes due in the amount of \$513.09. VALUATION: Land \$28,950 Bldg \$19,150 Total \$48,100 Special Assessment 10-911 in the amount of \$25 per half

Tax Parcel #C07-001-00-063-00

10. Real estate taxes for first half 2019 in the amount of \$51.20 are paid. Real estate taxes for 2nd half 2019 in the amount of \$51.20

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SCHEDULE B

(Continued)

Commitment No.: 20-08-07 ATA

are not paid and due. Real estate taxes for 2020 and subsequent years are undetermined, unpayable, and a lien.

VALUATION: Land \$2490 Bldg \$0 Total \$2490

Tax Parcel #C07-001-00-063-04

11. Real estate taxes for first half 2019 in the amount of \$78.54 are paid. Real estate taxes for 2nd half 2019 in the amount of \$78.54 are not paid and due. Real estate taxes for 2020 and subsequent years are undetermined, unpayable, and a lien. VALUATION: Land \$3820 Bldg \$0 Total \$3820 Tax Parcel #C07-001-00-063-05

- 12. Additions or abatements, if any, which may hereafter be made by legally constituted authorities on account of errors, omissions, or changes in valuations.
- 13. Unpaid water and sewer charges may become a lien on the real estate. No liability is assumed by the company for ascertaining the status of utility charges and the insured is cautioned to obtain the current status of these payments.
- 14. Notwithstanding the reference to acreage or square footage in the description of the land in Schedule C, this Policy does not insure nor guarantee the acreage or quantity of land set forth therein.
- 15. The rights of the public in, over, and to so much of the premises as may lie within the bounds of the roadway.
- 16. Right of Way Easement to Del-Co Water Company Inc. as described in Deed Volume 371 Page 718, Morrow County Records.
- 17. Oil and Gas Lease to Mark Producing Inc. as described in Volume 122 Page 186, Morrow County Records; as Assigned in Volume 125 Page 462, Morrow County Records; as Assigned in Volume 126 Page 309, Morrow County Records.

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ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE C

Legal Description

Situated in the Township of Cardington, County of Morrow and State of Ohio and bounded and described as follows:

Being a part of the west part of lot number 14, Section 1, Township 7, Range 18 USM lands, commencing at the west line of lands formerly owned by Samuel Bond and deeded to him by William G. Brenizer, thence west far enough by running north or parallel with said bond line to the north line of said Lot No. 14, to make thirty (30) acres.

ALSO: A part of the west part of said Lot No. 14, commencing at the southwest corner of said lot, thence east on the south line thereof 37.06 poles; thence north 15.64 poles; thence west 36.82 poles to the west line of said lot; thence south 15.64 poles to the place of beginning, containing 3.98 acres of land, more or less.

ALSO: The middle part of the west part of said Lot No. 14, commencing at a stone and post on the west line of said lot at a point 15.64 poles north of the southwest corner of said lot, thence south 87-1/2 deg east parallel with the south line of said lot 36.82 poles to a stone and post; thence north 2-1/2 deg east 21.79 poles to a stone and post; thence North 87-1/2 deg West 36.73 poles to a stone and post on the west line of said lot; thence south 2-1/2 deg West 21.79 poles to the place of beginning containing five (5) acres.

Containing 38.98 acres, more or less

Last Deed of Record: Volume 163, Pages 275-277

Address: 1499 County Road 149, Cardington, Ohio 43315

EXCEPTING THEREFROM:

Being a part of Lot 14, Quarter 1, Township 7 North; Range 18 West; Cardington Township; Morrow County; State of Ohio and more particularly described as follows:

Beginning at a P/K nail found in the intersection of County Road #149 and Township Road #152; this also being the Southwest corner of Lot 14;

Thence North 06 degrees, 18' 00" East; with Township Road #152 and the West line of Lot 14, a distance of 232.32 feet to a P/K nail set

Thence South 83 deg 35' 30" East; crossing an iron pin set at 30.00 feet t total distance of 375.00 feet to an iron pin set;

The South 06 deg 18' 00" West; crossing an iron pin set at 202.32 feet, a total distance of 232.32 feet to a P/K nail set in the center of County Road 149 and the south line of Lot 14;

Thence North 83 deg 35' 30" West; with said center and lot lines, a distance of 375.00 feet to the place of beginning.

Containing 2.00 acres of land, more or less, and subject to all legal highways, right-ofways, easements, restrictions and agreements of record.

All set iron pins are solid, 5/8 inch, and bear a plastic cap stamped "Garverick L.S. 6816".

Basis of bearings: Engineer's Plat Book 13, Page 221

The above description is based upon a survey by Jan K. Garverick, L.S. 6816; dated June 5, 1991.

FURTHER EXCEPTING THEREFROM:

Being a part of Lot 14, Quarter 1, Township 7 North, Range 18 West, Cardington Township, Morrow County, State of Ohio and more particularly described as follows:

Commencing at a P/K nail found in the intersection of County Road #149 and Township Road #152; this also being the Southwest corner of Lot 14;

Thence North 06 deg 18' 00" East; with Township #152 and the west line of Lot 14, a distance of 232.32 feet to a P/K nail set and the true place of beginning;

Thence North 06 deg 18' 00" East; with said center and lot lines a distance of 393.60 feet to a railroad spike set;

Thence South 83 deg 35' 30" East' a distance of 255.00 feet to an iron pin set;

Thence South 06 deg 18' 00" West; a distance of 393.60 feet to an iron pin set;

Thence North 83 deg 35' 30" West; crossing an iron pin set at 225.00 feet, a total distance of 225.00 feet to the place of beginning.

Containing 2.30 acres of land, more or less, and subject to all legal highways, right-of-ways, easements, restrictions, and agreements of record.

All set iron pins are solid, 5/8 inch, and bear a plastic cap stamped "Garverick L.S. 6816".

Basis of Bearings: Engineer's Plat Book 13, Page 221.

The above description is based upon a survey by Jan K. Garverick, L.S. 6816; dated June 5, 1991.

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154241

OIL AND GAS LEASE

E CO E M. SATA	AKODOCEK2 on (1 aga ob ours)	00
This Agreement made this	29 th day of July	19 <u>83,</u> between
Cheste	er Foust and his wife, Joy Foust	
Lessor twhether one or more), whose address is:	1499 County Road 149 Cardington, Oh	10
Ton Dr	allarg and other valuable constitution	0113
(\$ 10.00 & OVC), in hand paid, of the unto Lessee for the purpose of investigating, ex	royalties herein provided, and of the agreements of Lessee herein contain ploring, prospecting, drilling and mining for and producing oil, 933 acc b, core test, grayity and magnetic methods, injecting gas, water and other	ned, Fereby grants, leases and lets exclusively all other minerals, conducting exploration of fluids, and air into subsurface strata, laying
configuous thereto, to produce, save, take care of		County, Ohio, to-wit

A certain tract of land containing 36.98 acres of land, more or less, situated in Lot 14, Section 1, Township 7, Range 18, in Cardington Township, Morrow County, Ohio, being bounded now or formerly, on the North by E.Dreyer; on the East by R.Lowther; on the South by County Road 149; and on the West by County Rd.152 and J.Strine. Lands being leased being more particularly described on EXHIBIT "A", attached hereto and made a part hereof.

In the event Lessee successfully completes and produces a gas well on the leased premises, Lessor shall have the right to use gas produced from the leased premises for his principal residence free of cost. If Lessor elects to use such gas, Lessor shall at his sole expense make necessary connections and lay all lines to the wellhead equipment. Lessor shall and hereby indemnifies and saves Lessee harmless of any and all liabilities and claims arising from the use and operation of any such gas by Lessor. Lessee shall not guarantee availability or the constancy of such deliverability or pressure.

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 section or in adjacent sections, although not included within the boundaries of the land particularly described above.

scellar or sections or in adjacent sections, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of 3 years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled thereander.

3. As royalty, Lease covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal one-eighth contained as said by Lessee, to the said land, or from time to lime, at the option of Lessee, to pay Lessor the average posted market price of such one part of such oil at he wells as of the day it is run to the pipe line storage tanks, Lessor's interest, in either case, to bear one-eighth of the amount realized to sarder it marketable pipe line oil; (b) to pay Lessor for gas and castinghead gas produced from said land (1) when sold by Lessee, consulted and gasoline or other products extracted therefrom and one-eighth of the amount realized from the product sextended the products extracted therefrom and one-eighth of the amount realized from the well or mine at Lessee's election, except that on subpart mined and marketed for voilized by Lessee, consulting and and consulted and consulting the amount realized of plant fuel and/or compression; (c) To pay Lessor on all other minerals mined and marketed or vuilized by Lessee, consulting and and consulting the amount realized plant fuel and/or compression; (e) To pay Lessor on all other minerals mined and marketed or vuilized by Lessee, consulting and an experiment of the products extracted therefrom an one-eighth of the amount realized by Lessor experiments and gas consulted and consulting the amount realized from the well or mine at Lessee's election, except that on subpart mined and marketed for vuilized by Lessee consulting and the delivering the amount realized from the well or mine at Le

would be paid under this lease if the wells were producing, and may be deposited in the ______People's Bank

Bank at Cardington. Ohio, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in fleu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly one who parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any pays he made by the deposited for above on or before the last date for or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for or draft of Lessee deposited in the research of the last of the payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In event of assignment of this lesse in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lesse, severally as to acreage owned by each.

payment. Notice presented in many states of the content of the payment of this lesse in whole or in part, liability payment hereunder shall most Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lesse in whole or in part, liability payment hereunder shall most exclusively on the then owners of this lesse, severally as to acreage owned by each.

4. Lessee, at its option, is hereby given the tight and power to pool or combine the acreage covered by this lesse or any portion thereof as to oil and gas, or either of them in the payment of the content of the c

VOLUME 122 PAGE 86

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from and pooled therewith, but Lesses is then engaged in drilling or reworking operations thereon, or shall have completed a dry hele thereon within 90 days prior to the end of the primary term, the base shall remain in force so long as operations on said well of or drilling or previoting of any additional way are prosecuted with no exession of more than 90 consecutive days used if they result in the production of oil, gas, or other mineral, no long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease shall not terminate if Lessee commences operations for or drilling or reworking within 90 days after the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the exastion of more than 90 cannot be considered as one of the country of the production of oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled until designated by Lessee in accordance with the terms hereof, may be dissolved by terminent filed for record in the appropriate records of the country in which the leased premises are situated at any time after the completion of a dry hole or the exestation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 300 feet of and draining the leased premises, or land pooled therewith. Lessee agues to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. 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 above described premises, or land pooled therewith lease as to such portions or portions and be relieved of all obligation

- 6. Lessee shall have the right at any time during or after the expiration of this lesse to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all easing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within one hundred (100) feet of any residence or barn once wo need than dividuout Lessor's content.
- 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 ro change or division in such ownership hall be binding on Lessee util sixty (60) days after Lessee shall have been furnished by registered U.S. mail at Lessee; principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof is whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof wommis such breach. If six or more parties become entitled to royally hereunder, Lessee may withhold payment thereof anless 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 not cause a termination or reversion of the estate created hereby nor be grounds for cancellatior, hereof in whole or in part. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas, or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a seasonably prudent operator, but discharging this obligation in shall in no event be required to drill more than one well per one hundred sixty (160) acres of the area retained hereunder and capable of producing of un paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing as or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts related upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.
- 9 Lessor hereby warrants and agrees to defend the file to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such iten with right to enforce same and apply royalties accruing hereunder toward saitsfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if ris lesse covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estarts' is interest is herein specified or not), or no interest therein, then the royalties, and other menties accruing from any part as to which this lesse covers less than such full interest, shall be paid only in the proportion which like interest therein, if any, covered by his lesses, bears to the whole and undivided fee simple este therein. All royalty interest covered by this lesse, bears to the whole and undivided fee simple este therein. All royalty interest covered by this lesse, the least to the whole and undivided fee simple este therein. All royalty interest covered by this lesse, 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 neverthetess be binding upon the party or parties executing the same.
- 10. Should Lessee be prevented from complying with any express or implied coverant of this lease, from conducting drilling or reworking operations thereon or from preducing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented. Lessee shall not be 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 lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.
 - 11. See EXHIBIT "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

KAT IT

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Leity R. Wilson	Chester Foust S.S.#
- Cary A. William	
•	Goy Jonest 292-32-50
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EXHIBIT "A"

A part of the lease agreement between Chester and Joy Foust, Lessors, and MARK PRODUCING, INC. dated July 29, 1983.

Being a part of the west part of lot number fourteen (14), Section one (1), Township seven (7), Range eighteen (18), U.S.M. lands, commencing at the west line of lands formerly owned by Samuel Bond and deeded to him by William G. Brenizer, thence west far enough by running north or parallel with said bond line to the north line of said lot No. 14, to make thirty (30) acres.

ALSO: a part of the west part of said Lot No. 14, commencing at the southwest corner of said lot, thence east on the south line thereof 37.06 poles; thence north 15.64 poles; thence west 36.82 poles to the west line of said lot; thence south 15.64 poles to the place of beginning, containing 3.98 acres of land, more or less.

<u>ALSO</u>: the middle part of the west part of said Lot No. 14, commencing at a stone and post on the west line of said lot at a point 15.64 poles north of the southwest corner of said lot, thence south $87\frac{1}{2}^{\circ}$ east parallel with the south line of said lot 36.82 poles to a stone and post; thence north $2\frac{1}{2}^{\circ}$ east 21.79 poles to a stone and post; thence north $87\frac{1}{2}^{\circ}$ West 36.73 poles to a stone and post on the west line of said lot; thence south $2\frac{1}{2}^{\circ}$ West 21.79 poles to the place of beginning, containing five (5) acres.

Less and except a two acre tract in the Southwest corner. Containing in all 36.98 acres, more or less.

Lessee, its agents, contractors and employees shall not enter upon the leased premises for the purpose of conducting any operations for drilling without first specifying to the surface owner the date and place of such entry. Lessee shall first consult with the Lessors as to the location and route of any road in an effort to reach a mutual agreement as to the location and route thereof. Lessee shall prior to its operations seek the consent of Lessor as to locations of a test hole or well so as to avoid unnecessary damageto lands of Lessor.

Lessee or its assigns shall reimburse Lessor for the cash value of and agrees to promptly pay for all damages to growing crops, drainage tiles, water wells, or other property of Lessor, or their tenants caused by operations hereunder. Lessee or its assigns shall fill and level all pits, holes, and ruts, and restore the surface to the same condition, including redistribution of top soil, as nearly as may be possible to its condition before commencement of any operation hereunder, said restoration to be within ninety (90) days after completion of such operations, or as soon thereafter as weather and surface conditions permit.

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PARTIAL ASSIGNMENT OF INTERESTS IN OIL AND GAS LEASES

PREFACE

Pursuant to this Partial Assignment of Interests in Oil and Gas Leases ("Assignment"), Mark Producing, Inc., a Delaware corporation, having its principal place of business at 675 Bering Drive, Houston, Harris County, Texas 77057 ("Assignor") is conveying an undivided interest in and to certain oil and gas leases located in Morrow County, Ohio, and more fully described below and in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes, together with any personal property, lease and well equipment and machinery located thereon, appurtenant thereto or used in connection therewith (collectively "Leases"), to Kepco, Inc., a Kentucky corporation doing business in Ohio as Kentucky Exploration and Production Co. ("Assignee"), with offices at 436 Boulevard of the Allies, Pittsburgh, Pennsylvania 15219, subject to the provisions of the Assignment. Interests totaling the undivided interest set forth below in the Leases being herewith conveyed were tendered to Assigned by Assignor by letters dated October 19, 1983 and November 18, 1983. HORROW LEAHOR LEAHOR

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed, have Bargained, Sold, Granted, Conveyed, Transferred, Assigned, Set Over and Delivered unto Assignee, its successors and assigns, an undivided eighteen and seventy-five one-hundreths percent (18.75%) leasehold interest in and to the Leases.

THIS PARTIAL ASSIGNMENT OF INTERESTS IN OIL AND GAS LEASES IS MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE, SUBJECT TO THE FOLLOWING:

The terms and provisions of (i) a certain letter agreement, dated November 22, 1982, between Tucker & Gilmore, a Texas general partnership, and Assignor and the Operating Agreement attached thereto; (ii) a certain letter agreement, dated December 10, 1982, and executed between Assignor and Assignee; and (iii) the Leases and the royalty reserved by the lessors therein and any overriding royalties, production payments or other burdens thereon filed of record as of the effective date of this Assignment, except for such burdens created by, through or under Assignor.

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- 2. If any of the Leases covers less than one hundred percent (100%) of the mineral estate described therein, then the interest herein conveyed shall be proportionately reduced.
- 3. If Assignee does not desire to maintain any one or more of the Leases by payment of delay rentals or otherwise, Assignee shall notify Assignor in writing of such fact at least forty-five (45) days prior to the date necessary to make such payment (such notice shall absolve Assignee from any responsibility or liability for such payment) or take action to preserve such Lease or Leases and, upon written request from Assignor, shall reassign such Lease or Leases that Assignee has elected not to maintain or otherwise.

TO HAVE AND TO HOLD, subject to the above described instruments, restrictions, covenants and conditions, an undivided eighteen and seventy-five one-hundreths percent (18.75%) leasehold interest in and to the Leases, together with the rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining, unto Assignee, its successors and assigns, forever; and Assignor does, by these presents, bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the above described undivided interest in and to the Leases herein conveyed unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this Assignment is executed this 15 TF day of August, 1984, but effective as of December 3, 1983.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

ASSIGNOR:

Shirley E. Richards

MARK PRODUCING, INC.

Name:

Title: Exploration

ATTEST:

Secretary

ASSIGNEE:

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COUNTY OF HARRIS)(
did so sign said instrument in the na officers, respectively; that the same is free act and deed of said corporation. Board of Directors; and that the seal a said corporation.	MOTARY STATE OIL MARK PRODUCT MARK PRODUCT MARK PRODUCT MARK PRODUCT MARK PRODUCT MARME AND AND AND MOTARY STATE OIL NAMME: My Comm	Vice Presided VCING, INC., 1 and acknowled behalf of said t and deed as re duly author instrument is PUBLIC IN A	the corporation which diged to me that they corporation as such such officers and the ized thereunto by its the corporate seal of th
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On this the day of September appeared R. E. will 2 ms and Religious and Religious and Religious and Religious and Religious as KENTUCKY EXPLORATION As executed the foregoing instrument, sign did so sign said instrument in the name officers, respectively; that the same is free act and deed of said corporation; Board of Directors; and that the seal af said corporation.	y are the U: O, INC. A Kenti AND PRODUCT ned the same an ne and upon be their free act	to the per ce preside wheels of said and deed as sidely and the contract of th	isonally known, who,
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This instrument was prepared by MARK PRODUCING, INC., 675 Bering Drive, Houston, Texas 77057.

ROSALIND TEETS, Notary Public Pittsburgh, Allegheny County, PA My Commission Expires June 22, 1987 NOTARY PUBLIC IN AND THE COMMONWEALTH OF PENNS VARIA
Name: Rosalind Teets
My Commission Expires:

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PARTIAL ASSIGNMENT OF INTERESTS IN OIL AND GAS LEASES

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PREFACE

Pursuant to this Partial Assignment of Interests in Oil and Gas Leases ("Assignment"), Mark Producing, Inc., a Delaware corporation, having its principal place of business at 675 Bering Drive, Houston, Harris County, Texas 77057 ("Assignor") is conveying an undivided interest in and to certain oil and gas leases located in Morrow County, Ohio, and more fully described below and in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes, together with any personal property, lease and well equipment and machinery located thereon, appurtenant thereto or used in connection therewith (collectively "Leases"), to Amex Oil Company, ("Assignee"), with offices at 4500 Republic Bank Center, 700 Louisiana, Houston, Texas 77002, subject to the provisions of the Assignment. The undivided interest set forth below in the Leases being herewith conveyed was tendered to Assignee by Assignor by letter dated October 19, 1983.

KNOW ALL PERSONS BY THESE PRESENTS THAT:

RECORD ON OR OF COUNTY

RECORD ON OR Assignor, for and in consideration of Ten Dollars (\$10,00) and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which are hereby acknowledged and confessed, have Bargained, Sold, Granted, Conveyed, Transferred, Assigned, Set Over and Delivered unto Assignee, its successors and assigns, an undivided twenty five percent (25%) leasehold interest in and to the Leases.

ASSIGNMENT OF INTERESTS IN OIL AND GAS LEASES IS ASSIGNOR AND ACCEPTED BY ASSIGNEE, SUBJECT TO THE FOLLOWING:

terms and provisions of (i) a certain letter agreement, dated November 22, 1982, between Tucker & Gilmore, a Texas general partnership, and Assignor and the Operating Agreement attached thereto; (ii) a certain letter agreement, dated September 15, 1982, and executed between Assignee and Tucker & Gilmore, as amended; and (iii) the Leases and the royalty reserved by the lessors therein and any overriding royalties, production payments or other burdens thereon filed of record as of the effective date of this Assignment, except for such burdens created by, through or under Assignor.

- If any of the Leases covers less than one hundred percent (100%) of the mineral estate described therein, then the interest herein conveyed shall be proportionately reduced.
- If Assignee does not desire to maintain any one or more of the Leases by payment of delay rentals or otherwise, Assignee shall notify Assignor in writing of such fact at least forty-five (45) days prior to the date necessary to make such payment (such notice shall absolve Assignee from any responsibility or liability for such payment) or take action to preserve such Lease or Leases and, upon written request from Assignor, shall reassign such Lease or Leases that Assignee has elected not to maintain or otherwise.

TO HAVE AND TO HOLD, subject to the above described instruments, restrictions, covenants and conditions, an undivided twenty five percent (25%) leasehold interest in and to the Leases, together with the rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining, unto Assignee, its successors and assigns, forever; and Assignor does, by these presents, bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the above described undivided interest in and to the Leases herein conveyed unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this Assignment is executed this 15 day of August, 1984, but effective as of December 3, 1983.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

ASSIGNOR:

Shirley E. Richards)

MARK PRODUCING, INC.

ATTEST:

ASSIGNEE:

Guarty Med	Mariahu)
Sandra E.	
	. 0

AMEX OIL COMPANY

By: Charles B. Hauf 55B
Title: Vice President

ATTEST:

By: Liller Gradutification Association Secretary

STATE OF TEXAS

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COUNTY OF HARRIS

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On this 15th day of August ,1984, before me, the undersigned authority, appeared M. D. Duqqan and John E. Lea , to me personally known, who, being by me duly sworn, did say that they are the Vice President of Exploration and Secretary of MARK PRODUCING, INC., the corporation which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers and the free act and deed of said corporation; they they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

STATE OF TEXAS

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COUNTY OF HARRIS

On this 27 day of November, 1984, before me, the undersigned authority, appeared haves B, hart and Fileen Grodwoh, to me personally known, who, being by me duly sworn, did say that they are the Vice President and ASSI, Secretary of AMEX OIL COMPANY, the corporation which executed the foregoing instrument, signed the same and acknowledged to me that they did so sign said instrument in the name and upon behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers and the free act and deed of said corporation; they they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

NOTARY PUBLIC IN AND FORTHER STATE OF TEXAS
Name: Shavon S, Butaud

NOTARY PUBLIC IN AND FOR THE

STATE OF TEXAS
Name: Cathe L. Kandis
My Commission Expires:

My Commission Expires: Z-24-85
SHARON S. BUTAUD

Notary Public State of Texas My Commission Expires February 26, 1985

My Commission Expires February 26, 1985
Bonded by L. Alexander Lovett, Lawyers Surety Corp.

This instrument was prepared by MARK PRODUCING, INC., 675 Bering Drive, Houston, Texas 77057.

ACTIONS -3- EVER VOLUME /26 PAGE 3//

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