



AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 19823 Hampshire Rd, Utica, OH, 43080

Buyer(s):

Seller(s): Cherri R Cunningham

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- ☐ Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- ☐ Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) _____ and real estate brokerage _____ will

- ☐ be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- ☐ represent only the (check one) ☐ seller or ☐ buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT DATE

SELLER/LANDLORD DATE

BUYER/TENANT DATE

SELLER/LANDLORD DATE

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to: attorney or to:



**Department
of Commerce**

Division of Real Estate
& Professional Licensing

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



TERMS AND CONDITIONS

Pursuant to the pre-auction sale bills and applicable law, **THESE TERMS AND CONDITIONS REPLACE AND SUPERSEDE ALL PRIOR TERMS AND CONDITIONS OF ANY NATURE, WHETHER WRITTEN, VERBAL, OR OTHERWISE. IT IS THE BIDDER'S RESPONSIBILITY TO BE FAMILIAR WITH THESE TERMS AND CONDITIONS.** By registering for this auction and placing a bid, the bidder acknowledges that these terms and conditions have been disclosed to bidder, and bidder agrees to be bound by these terms and conditions. Property sells with a minimum bid of \$500,000 dollars

1. Online Only Auction will begin closing May 19, 2025 at 1:00 PM Eastern Time.
2. **All bidding is conducted online only, and registration can take up to 24 hours, so please register before the last day.** All prospective Buyers who desire to participate in the auction must register online by creating a bidder profile through the online auction platform. If you need assistance in registering for the auction you can contact Real Estate and Auction Services, LLC Broker/Auctioneer Chip Carpenter 614-206-1135. Once the bidder profile has been created auction company will send new bidder a copy of the posted terms and conditions through an E-Signature platform Bidder will be required read and electronically sign the terms and conditions once returned to auction company bidding privileges will be turned on. Seller's may at their sole discretion request additional registration requirements from bidder's unknown to them or the auction company.
3. This auction is online only with a soft close. Bidding in the last three minutes will extend the time of closing by three minutes.
4. There will be a Six Percent (6%) Buyer's Premium added to the accepted final high bid price online or negotiated (in the case of a reserve sale) to establish total contract price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Price for which they are obligated to pay.
5. Buyer to be emailed purchase and sale agreement immediately following the conclusion of the auction. It is buyer's responsibility to execute the purchase and sale agreement and return signed copy to Real Estate and Auction Services, LLC within 24 hours of by email and scan, fax, E-Signature or hand deliver.
6. There will be a Ten percent (10%) NONREFUNDABLE down payment required. Nonrefundable down payment to either be wired to Real Estate and Auction Services, LLC Trust account or deliver a personal or business check made payable Real Estate and Auction Services, LLC Trust account to, 30 S. High St Croton, Ohio 43013 within 24 hours of auction close. Down Payment to be applied on the contract price at closing or retained by Seller if the closing does not occur. Balance of contract price is due in cash at closing which shall occur on or before June 30, 2025
7. Seller to provide title search and owners' policy insurance in the amount of the contract price and deed preparation. The owner's policy of title insurance shall contain all standard exceptions, as listed in the title commitment. Seller to pay the county conveyance fee and pay taxes current through the day of closing based on the most recent available tax rate and valuation taxes will be final at that time. Seller shall convey marketable title to the real estate by General Warranty Deed. Closing and Title work to be provided by Owl Creek Title Contact Nicole Robertson nrobertson@owlcreektitle.com 740-397-7427
8. All real property and improvements are selling in their present "AS IS" condition with no warranties expressed or implied by Seller or Seller's agent. No representations have been made by Seller or Seller's agent regarding fitness of the real property or improvements for a particular use or any Buyer's development plans. It is Buyer's responsibility to have any inspection Buyer desires completed prior to auction. It is the Buyer's responsibility to pay for and obtain all due diligence inspections and inquiries as to feasibility of Buyer's intended development plans prior to bidding.
9. United Country Real Estate and Auction Services, LLC, and all agents associated, represent only the Seller in this transaction. Successful Buyers shall sign an agency disclosure form acknowledging that United Country Real Estate and Auction Services, LLC and its associated agents are working on behalf of the Seller.

10. Real Estate agent must register your clients by emailing a signed agency disclosure to chip@ucrealstateandauction.com (Blank agency disclosure is available in the documents file in the MLS) prior to your client bidding in the online platform.
11. Seller has specifically reserved the right to have the auctioneer determine the minimum bid increments that will be accepted from all bidders. The auctioneer will handle any disputes at the time of the auction and all decisions will be final. The auctioneer, the Seller and/or the attorney for the Seller reserve the right to demand satisfactory written evidence of the authority of an agent to enter a bid or to execute a purchase contract on behalf of another party.
12. In case of conflict with these terms and conditions, the terms and conditions in the signed contract control the transaction.
13. Please view the posted title commitment for any questions on easements, rights of way, leases etc. Any reports, disclosures, letters, or other documents from third parties are deemed reliable but not guaranteed by Seller nor United Country Real Estate and Auction Services LLC.
14. Any personal property left on the grounds of the real estate as of the date of closing becomes the property of the buyer of the real estate. Except in the case of leased space. Buyer will assume all responsibility and costs associated with these items as of the date of closing.
15. All information contained in this brochure and all related material came from sources deemed reliable but are not warranted by Seller or auctioneer. Announcements made day of sale shall take precedence over printed material. These announcements if any will be posted in the auctioneer's notes.
16. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (pause) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
17. Bidder acknowledges and understands that online bidding may or may not function correctly the day of the auction. Under no circumstances shall Bidder have any kind of claim against United Country Real Estate and Auction Services, LLC, or anyone else if the Internet service fails to work correctly before or during the auction. Auction conduct and bidding increments are at the direction and discretion of the auctioneer. All decisions of the auctioneer are final.

United Country Real Estate and Auction Services, LLC
BONDED – LICENSED BY THE OHIO DEPARTMENT OF AGRICULTURE

CONTRACT TO PURCHASE REAL ESTATE AT PUBLIC AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: _____

1. **PROPERTY DESCRIPTION:** The undersigned buyer (Buyer) agrees to purchase from the undersigned owner (Seller) agrees to sell (Contract) through **United County Real Estate and Auction Services, LLC** (Broker), the following described real estate in _____, _____ County, Ohio, and known as: _____ (Real Estate).
2. **PRICE AND TERMS:** Buyer agrees to pay the amount of the high bid \$ _____ plus the buyer premium of \$ _____ for a **Total Purchase Price of \$ _____** for the Real Estate as follows: A **non-refundable** (except in the case of a non-marketable title) down payment (Down Payment) of \$ _____ must be deposited at the time of the Auction, and will be applied toward the Purchase Price. The Down Payment shall be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. This Down Payment is not an Earnest Money deposit as contemplated by R.C. 4735.24. In the event this Contract does not close for any reason other than as agreed, Buyer agrees that the Down Payment shall be disbursed by Broker to Seller five (5) days after scheduled Closing Date unless Broker is previously notified in writing by Buyer that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.
3. **BALANCE & CLOSING:** The balance of the Purchase Price shall be paid in the form required by the closing agent on date of closing, on or before _____ (Closing Date). The Closing Date shall be automatically extended up to 30 days if Auctioneer deems necessary. Buyer will close through _____. If Buyer does not close on or before scheduled Closing Date, Seller may, at Seller's option, extend the Closing Date in consideration for a sum of \$ _____ per day after original Closing Date.
4. **CLOSING COSTS:** The ☐ Buyer, ☐ Seller shall be responsible for all transfer taxes, recording fees, title search, owner's title insurance premium and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and will convey a good and marketable title.
The ☐ Buyer ☐ Seller ☐ split 50/50, is responsible for survey cost, if a survey is required for a transfer. ***Buyer is responsible for all other costs associated with closing.**
5. **TERMS:** The Real Estate sells: ☐ to the highest bidder regardless of price, **OR** ☐ subject to the Seller's confirmation.
6. **FIXTURES AND EQUIPMENT:** The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods, window coverings and all existing window treatments; attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the Premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following: _____
7. **OBTAINING FINANCING:** This Contract to Purchase is **not contingent** upon the Buyer obtaining financing. There are no Buyer contingencies.
8. **BINDING OBLIGATION:** Buyer is buying the property **As-Is, Where-Is and without Recourse**. If Buyer fails to close for any reason whatsoever, except a nonmarketable title, Buyer voluntarily agrees to forfeit entire Down Payment and may be held liable by Seller for any deficiency, plus court costs and reasonable legal fees, resulting from subsequent resale of the Real Estate. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Buyer fails to perform according to the terms of this Contract, the Down Payment shall be forfeited without affecting

_____,
Buyer Initial Seller Initial

any of Seller's further remedies. Either party may demand specific performance of this Contract.

9. **SELLER'S CERTIFICATION:** Seller certifies to Buyer that, to the best of Seller's knowledge: (a) there are no undisclosed latent defects; (b) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except _____; (c) there are no City, County or State orders that have been served upon Seller requiring work to be done or improvements to be made which have not been performed, except _____. Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Buyer. All Inspections must be completed prior to Auction. BUYER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE BROKER/AUCTIONEERS/REAL ESTATE AGENTS INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
10. **INDEMNITY:** Seller and Buyer recognize that the AUCTIONEERS/BROKERS are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the AUCTIONEERS/BROKERS, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
11. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by _____ deed with release of dower right, if any, SUBJECT TO THE MATTERS SHOWN ON THE COMMITMENTS FOR TITLE INSURANCE PROVIDED TO BIDDERS PRIOR TO THE SALE AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and state law. Title shall be free and unencumbered as of Closing Date, except for matters referred to in the preceding sentence and restrictions and easements of record and except the following assessments (certified or otherwise): _____
If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted above, Buyer must notify the Seller or Seller's Broker in writing of the objection to the title no less than ten (10) calendar days prior to the Closing Date. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within (30) calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in the termination of this Contract. Seller is not obligated to incur any expense in curing Buyer's objection, in the event that the cure of the objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.
12. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on delivery of possession to Buyer, the Real Estate shall be in the same condition as it is on the date of this Contract, except for ordinary wear and tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing Date, the Real Estate shall not be repaired or restored by and at the Seller's expense, to a condition as good as it was prior to the damage or destruction, then Buyer, at his option, may terminate this Contract by written notice to Seller and the Down Payment Shall be returned to Buyer. While this Contract is pending, Seller shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Buyer. In addition, the Buyer also has an insurable interest in the Real Estate from date of this Contract. Buyer is hereby notified that insurance should be placed upon the Real Estate immediately to protect Buyer's interest.
13. **DISCLOSURE:** ☐ Buyer ☐ Seller ☐ Neither Buyer nor Seller - is a licensed Real Estate Broker or Salesperson.
14. **POSSESSION:** Possession shall be given ☐ at closing, ☐ _____ days after closing at _____ ☐ AM ☐ PM subject to Tenant's Rights, with deed. Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities. No work may be done at the Real Estate by the Buyer until possession is given.
15. **AGENCY DISCLOSURE STATEMENT:** Real Estate is being sold through United Country Real Estate and Auction Services,

_____,
Buyer Initial Seller Initial

LLC. Buyer and Seller acknowledge having reviewed and signed the Agency Disclosure Statement.

16. **TAXES:** The real estate taxes for the Real Estate for the current year may change as a result of the transfer of the Real Estate or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority. Seller shall pay or credit at closing: (a) all delinquent taxes, including penalty and interest; (b) all assessments which are a lien on the Real Estate as of the date of the Contract; (c) all agricultural use tax recoupments for years prior to the year of closing; (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

17. **NOTICES TO THE PARTIES:**

- A. Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. The parties are hereby advised, and the parties acknowledge that they should seek professional expert assistance and advice in matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc.
- B. Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.
- It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.
- C. By bidding, the Buyer agrees to waive the 10 day post inspection for lead based paint. Buyer also agrees to waive their right to receive a Residential Property Disclosure Form and their right to rescind the Contract under R.C. 5302.30.
- D. Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law. The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall not rely on the Seller.

18. **MISCELLANEOUS:**

- A. This Real Estate is being sold at Public Auction, without recourse. Personal on-site inspection/s of the Real Estate or properties is strongly recommended.
- B. The Real Estate will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues.
- C. Information contained online was obtained by sources deemed reliable. However, neither United County Real Estate and Auction Services, LLC nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Buyer should carefully verify all items and make their own decision as to the accuracy thereof before relying on same.
- D. The Seller and Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
- E. This Contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this Contract shall be made in writing signed by the party giving such notice.
- F. Time is of the essence regarding all provisions of this Contract. Whether or not so stated elsewhere in this Contract, no

Buyer Initial Seller Initial

deadline or time period under this Contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this Contract.

19. **OTHER TERMS:** _____

20. **DEED TO:** (Print) _____

21. **EXPIRATION AND APPROVAL:** Provided this offer is subject to Seller's confirmation pursuant to Paragraph 5 above, this offer is void if not accepted by Seller in writing on or before ____ ☐ AM ☐ PM EST on the _____ day of _____, 20____.

The Buyer has read, fully understands and approves the foregoing offer and acknowledges receipt of a signed copy.

Print

Sign

Date

BUYER: _____
BUYER: _____
FULL ADDRESS: _____
PHONE NUMBERS: _____
WITNESS: _____

22. **ACTION BY SELLER:** For Real Estate selling to the highest bidder regardless of price, the undersigned Seller has read and fully understands the foregoing offer and hereby accepts said offer and agrees to convey the Real Estate according to the above terms and conditions.

For Real Estate selling subject to the Seller's confirmation , the undersigned Seller has read and fully understand the forgoing and hereby: ☐ accepts said offer and agrees to convey the Real Estate according to the above terms and conditions, ☐ rejects said offer, or ☐ counteroffers according to the modifications initialed by Seller or as attached hereto. Counteroffer shall become null and void if not accepted in writing on or before _____ ☐ AM ☐ PM EST on the _____ day of _____, 20____.

Print

Sign

Date

SELLER: _____
SELLER: _____
FULL ADDRESS: _____
PHONE NUMBERS: _____
WITNESS: _____

23. **RECEIPT BY United Country Real Estate and Auction Services, LLC:** DATE _____ I hereby acknowledge receipt of \$ _____ ☐ cash ☐ cashier's check ☐ personal check # _____ made payable to _____ as down payment in accordance with terms herein provided.

United Country Real Estate and Auction Services

By: _____



PRELIMINARY CERTIFICATE OF TITLE

TO: United Country Real Estate and Auction, only.

RE: Real estate situated in the Township of Morgan, County of Knox, and State of Ohio, and being Parcel Number 51-00336.001.

The undersigned hereby certifies that a thorough search and examination of the records of Knox County, State of Ohio, has been made from April 22, 1963 through March 31, 2025, the dates hereof, in relation to the following described premises:

SEE ATTACHED EXHIBIT A

The record title to the above-described premises is now vested in Cherri R. Cunningham. Title thereto was acquired as follows:

A General Warranty Deed from Todd D. Salome and Laura A. Salome, husband and wife, to Cherri R. Cunningham, dated October 14, 2020, filed for record October 15, 2020 in Book 1809, Page 486 of the Knox County, Ohio, Official Records.

This Certificate is made subject to mistakes in the indices to the public records of Knox County, Ohio, and does not purport to cover matters not of record in said County, matters which an accurate survey of the premises would reveal, matters revealed by physical examination of the premises, including rights of adverse possession, rights of parties in possession, easements by prescription or by necessity, rights to file Mechanics Liens, special taxes and assessments not shown by the Treasurer's records or zoning or other governmental regulations or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Super Fund Amendments and under Racketeering Influence Corrupt Organization Acts and receivership liens, unless the lien is filed in the public records of the county in which the property is located. There is excepted from this Certificate encumbrances and adverse claims declared by the Courts of the United States and of the State of Ohio outside Knox County and recorded elsewhere than in Knox County. The undersigned does certify that she has examined the records in the Recorder's Office of Knox County, Ohio, Probate Records of Knox County, Ohio, where they apply, the records in the Sheriff's Office and Clerk of Courts of Knox County, Ohio. All descriptions are subject to approval of the Knox County Engineer's Office, and this Certificate does not certify compliance or non-compliance with regulations of that Office.

Title, in the opinion of the undersigned, is A GOOD, SAFE, MARKETABLE, FEE SIMPLE TITLE, but which title is now subject to the following matters:

TAXES: 2024 Tax Duplicate lists taxes in the name of:
Cherri R Cunningham

VALUES:

Parcel Number: 51-00336.001

True Values:

Land -	\$ 70,300.00	Half year taxes -	\$2,698.35
Buildings-	\$ 400,450.00	Last Installment Paid -	1st half 2024
Total -	\$ 470,750.00	Delinquent taxes and penalties-	None

There is a \$1.00 Muskingum Watershed Assessment per half (included in the half year tax figure listed above).

Note: The taxes are presently under the CAUV program. Removal from the CAUV program will result in a recoupment.

MORTGAGES:

An Open-End Mortgage from Cherri R. Cunningham, unmarried, to Park National Bank, securing the maximum amount of \$250,000.00, dated October 14, 2020, filed for record October 15, 2020 in Book 1809, Page 489 of the Knox County, Ohio, Official Records.

An Assignment of Rents from Cherri R. Cunningham, unmarried, to Park National Bank, dated October 14, 2020, filed for record October 15, 2020 in Book 1809, Page 503 of the Knox County, Ohio, Official Records.

A Statutory Mortgage from Cherri R. Cunningham, unmarried, to Barry F. Jacobs and Jewell A. Jacobs, Trustees of the Jacobs Family Revocable Trust, dated March 7, 2019, securing the principal amount of \$150,000.00, dated October 14, 2020, filed for record October 15, 2020 in Book 1809, Page 511 of the Knox County, Ohio, Official Records.

LEASES OF RECORD:

Oil and Gas Lease from James L. Serey and Sylvia M. Serey, husband and wife, to John R. Murphy, dated February 29, 1964, filed for record April 11, 1964 in Volume 59, Page 157 of the Knox County, Ohio, Lease Records. No examination has been made under the estate created under the above referenced instrument. There are assignments noted on the face of this instrument. No search was made of said assignments.

Oil and Gas Lease Agreement from James L. Serey and Sylvia M. Serey, no marital status listed, to Olympic Oil & Gas Inc., dated September 13, 1990, filed for record September 20, 1990 in Volume 92, Page 106 of the Knox County, Ohio, Lease Records. No examination has been made under the estate created under the above referenced instrument. There are affidavits noted on the face of this instrument. No search was made of said affidavits.

RESTRICTIVE COVENANTS, EASEMENTS OR RIGHT-OF-WAY:

None found during search period referenced above.

UNSATISFIED JUDGMENTS, PENDING SUITS, FOREIGN EXECUTIONS:

None found during search period referenced above.

ALL OTHER MATTERS OF RECORD:

Dated this 31st day of March, 2025 at 8:00 AM.

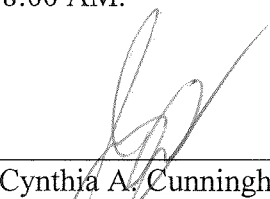

Cynthia A. Cunningham, Attorney at Law
Korey M. Kidwell, Attorney at Law
Jeremy R. Abrams, Attorney at Law
Kidwell & Cunningham, Ltd.
112 North Main Street
Mount Vernon, Ohio 43050
Telephone No: (740) 397-7474
OC06756

EXHIBIT A

Situated in the State of Ohio, County of Knox and Township of Morgan, and being bounded and described as follows:

The parcel herein described is known as being a part of the same lands conveyed to Mark O. and Meredith J. Cherubini in Deed Volume 437, page 875 found recorded in the Knox County Recorder's Office in Mt. Vernon, Ohio, and is better known as being a part of Lot 9 in the Fourth Quarter of Morgan Township, Township 5 North in Range 12 West in the U.S. Military Lands in Knox County, Ohio and is better described as follows:

Beginning at a set iron pin at the southeast corner of Lot 9; thence, with the south line of Lot 9 and the north line of Harlan Hays, Jr. (Deed Volume 306, page 244), North 81 degrees 49 minutes 30 seconds West, 934.95 feet to an existing iron pin; thence, North 9 degrees 51 minutes 10 seconds East, passing an existing iron pin at 1144.57 feet, a total distance of 1174.68 feet to a point in the center of Hampshire Road (Township Road 158) and the true point of beginning; thence, with the center of the said road, North 75 degrees 25 minutes 00 seconds West, 519.81 feet to a point; thence, leaving the said road, North 10 degrees 40 minutes 04 seconds East, passing a set iron pin at 21.66 feet, a total distance of 429.59 feet to a set iron pin; thence, South 80 degrees 59 minutes 29 seconds East, 658.39 feet to a set iron pin on the west line of Margaret E. Greer, Trustee (Deed Volume 502, page 12); thence, South 9 degrees 00 minutes 31 seconds West, passing an existing iron pin at 464.75 feet, a total distance of 494.89 feet to the center of Hampshire Road, thence, with the center of the said road, North 75 degrees 25 minutes 00 seconds West, 154.20 feet to the true point of beginning. Containing 7.056 acres.

The bearings used in this description are based on the bearing shown in Survey Volume F on page 731, an assumed meridian with the directions on the lines showing the angular relationship of the lines only.

Subject to any and all easements, rights of way, conditions and restrictions of record, all legal highways, zoning and building ordinances and rules and regulations.

Being the same premises conveyed by Mark O. Cherubini and Meredith J. Cherubini, husband and wife, to Salabini Ranch, by Quit-Claim Deed dated October 6, 2003, filed for record on December 5, 2003 and recorded in Volume 846, at Page 348, of the Official Records of Knox County, Ohio.

Parcel Number: 51-00336.001

The address and/or tax parcel numbers shown herein are provided solely for informational purposes without warranty as to accuracy or completeness.

13 AGREEMENT, Made and entered into the 29 day of February 19 64
by and between James L. Serrey and Sylvia M. Serrey
(husband and wife)
Rt. # 1, Utica, Ohio
hereinafter called

lessor (whether one or more), and John R. Murphy Route 1, Pomeroy, Ohio
hereinafter called lessee:
WITNESSETH: That the said lessor, for and in consideration of One Dollar, cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let unto the said lessee for the sole and only purpose of mining and operating for oil and gas and of laying pipe lines, and of building tanks, power stations and structures thereon to produce, mine and take care of said products, all that certain tract of land situated in the County of Knox
Ohio described as follows, to-wit:

Bordered on the N. by ~~xxxxxx~~ Knox County Rd. # 30
Bordered on the S. by ~~xxxxxx~~ Township Rd. # 158
Bordered on the E. by lands of: Mr. Hampshire
Bordered on the W. by lands of: Mr. Ewart

DEED RECORDED IN BOOK 260 Page 471 & 472

of Section Township ~~xxxxxx~~ Range and containing forty five (45) acres, more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this state. It is agreed that this lease shall remain in force for a term of 20 years from this date, and as long thereafter as oil or gas or either of them is produced from said land by lessee.

In consideration of the premises the said lessee covenants and agrees:
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth part of all oil produced and saved from the leased premises.

2nd. To pay lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas from each well where gas is produced while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), only is issued while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), only is issued monthly at the prevailing rate for gas, and lessee to have gas free of cost from any such well for all power and all inside lights in the principal dwelling on said land during the same time, by making lessor's own connections with the well at lessor's own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the market value, at the month of the well, payable monthly at the prevailing market rate.

If no well be commenced on said land on or before the 29 day of February 19 64 this lease shall terminate as to both parties, unless the lessee shall on or before that date pay or tender to the lessor or to the lessor's credit in the hands of Mr. and Mrs. J. L. Serrey ~~xxxxxx~~ at Rt. # 1, Utica, Ohio or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of one (1) dollar per acre per annum payable quarterly in advance which shall operate as a rental and cover the privilege of deterring the commencement of a well for the period paid from said date. The payment herein referred to may be made in currency, draft, or check at the option of the lessor; and the depositing of such currency, draft, or check in any post office, with sufficient postage and properly addressed to the lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the lessee when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals, in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals as above provided, that the last preceding paragraph hereof governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments, and if the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessor's operations thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessor's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignments of rental or royalties shall be binding on the lessee until after the lessor has been furnished with a written transfer or assign meet or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payments of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payment of said rental, and this lease shall never be forfeited for non-payment of any rental due until after at least ten days' written notice by registered mail or in person shall have been given the lessee.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment of any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply herewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation. And unit operation of any part of said real estate with other land is hereby authorized when any such rule or law may require same.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment of any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

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Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment of any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

All express or implied covenants of this lease shall be subject to all Federal and State laws, executive orders, rules or regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages for failure to comply herewith if compliance is prevented by or if such failure is the result of any such law, order, rule or regulation. And unit operation of any part of said real estate with other land is hereby authorized when any such rule or law may require same.

Ohio Printing & Binding Co., Portsmouth, W. Va.

See Also see Lease Vol 59 pg 204-206 # 86135

See Also see Lease Vol 59 pg 159-162 # 85498
See Also see Lease Vol 59 pg 162-163 # 85499
See Also see Lease Vol 64 Page 679 # 94327

59 PAGE 15

COMPANY

ACKNOWLEDGMENT OF LEASE

STATE OF OHIO
LICKING County,

in and for the said County, in the state aforesaid, do hereby certify that

I, Bright J. Jansett Notary Public

Sylvia M. Berney personally known to me, to

be the same person S whose name I subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that I had signed, sealed and delivered the

said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and NOTARY seal, this 29th day of February A. D. 1964

Bright J. Jansett Notary Public

This instrument prepared by Russell S. Estlin



ASSIGNMENT

For and in consideration of \$1.00, receipt of which is acknowledged I hereby assign and transfer to

Russell S. Estlin this lease and leasehold estate created.

Witness my signature, this 18th day of March 1964

STATE OF OHIO
CLAY County

Before me, the undersigned authority within and for the above named county, state, personally appeared

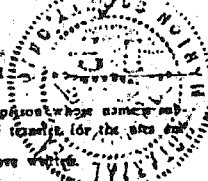
John R. Murphy personally known to me to be the same person whose name subscribed to the foregoing instrument, and acknowledged that he did sign the above assignment and transfer for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, CHARLEY J. HANSEN Notary Public, signature and official seal, on the date last above written.

My Commission expires My Commission Expires September 27, 1968

John R. Murphy

Charley J. Hansen Notary Public



COMPARED

Globe Form 54	No. 85407
OIL AND GAS LEASE	
KNOX COUNTY, OHIO	
FILED	
AT 9:00 O'CLOCK A.M.	
APR 11 1964	
RECORDED TO PAGE 13194	
VOL. 59 PAGE 1317-2	
MYRTLE MCKOWN, Recorder	
Date	19
Section	Township
No. of Acres	Term
Term	County
STATE OF	County of
This instrument was filed for record on the	
at	o'clock
in book	page
records of this office.	Register of Deeds.
By	When Recorded
Referred to	Box
W. F. NEWTON	CONROE, TEXAS

ACKNOWLEDGMENT OF LEASE

STATE OF _____ County _____ Notary Public

in and for said County, in the State aforesaid, do hereby certify that

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the

said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and

seal, this _____ day of _____ A. D. 19____

Notary Public

W
Se Affidavit in Texas Vol 90 Pg 577-578 #0193
This lease cancelled pursuant to Affidavit of forfeiture
recorded in Texas Vol 90 Pg 577

VOL 92 PAGE 106

E944610

OIL AND GAS LEASE AGREEMENT

THIS LEASE executed this 13th day of September 19 90 by and between

James L & Sylvia M. Seery

(hereinafter called "Lessor") and Olympic Oil & Gas Inc. (hereinafter called "Lessee").

WITNESSETH:

Lessor, for an in consideration of One Dollar and other valuable consideration (\$1.00 & o.v.c.) in hand paid by Lessee, the receipt of which is hereby acknowledged and the covenants and agreements hereinafter contained, do hereby lease and let exclusively unto Lessee, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof, and of injecting, storing and holding in storage, and removing gas of any kind (hereinafter herein referred to as gas storage purposes), including gas having thereunder, by pumping through wells or other means into, in and from any sands, strata or formations lying thereunder, regardless of the source of such gas or the location of the wells or other means of so doing, and of placing tanks, equipment and structures thereon to produce and operate for the said products, and of laying pipe lines thereover to transport the same from the leased premises and from other premises on, over and across the leased premises and for gas storage purposes on other lands, all that certain tract of land situated in

Polk Township, Section No. 4 in Knox County, State of Ohio bounded substantially as follows:

North by lands of VAHCO
East by lands of EVANS
South by lands of ROBEY
West by lands of ROBEY

being all the property owned by Lessor in said Section, containing Fourty Five (45) acres, more or less.

1. No well shall be drilled within One Hundred (100) feet of the present buildings unless the parties hereto consent thereto.

2. This Lease shall continue in force and the rights granted hereunder shall be jointly enjoyed by Lessee for a term of ten (10) years, or so much longer thereafter either: (a) as oil or gas or their constituents shall be found on the premises in paying quantities in the judgment of Lessee or as the premises shall be operated by Lessee in the search for oil or gas, or (b) as gas shall be injected, stored or held in storage, or removed into, in and from any sands, strata or formations underlying the premises.

3. Lessee shall commence a well on said premises within twelve (12) months from date hereof or pay to Lessor

One Hundred and Twenty Five Dollars (\$125.00) each year, payable quarterly thereafter until said well is commenced or this Lease surrendered; however, the completion of a well upon said lands unproductive of oil or gas in and in no event shall this Lease expire before one (1) year after the drilling of a dry hole regardless of the primary term provided for in this Lease. In the event gas can be produced, but due to a lack of transmission facilities or lack of refining facilities same cannot be marketed, to the delay rental provided in this paragraph 3 and while said royalty is so paid or tendered this Lease shall be considered a producing lease. This Lease shall become null and void for failure to pay the rent for any period when same becomes due and payable, provided Lessee, its successors or assigns, are given thirty (30) days written notice of said failure to pay rent and such rent is not paid within thirty (30) days after receipt of said written notice.

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

5. Lessee at any time may notify Lessor in writing to Lessor's best knowledge, by registered mail of Lessee's intention to use any well located on the leased premises for any and all the purposes hereinafter specified by injecting, storing or holding in storage, and use any such well and the leased premises for any and all said purposes. Lessee shall pay to Lessor a rental of Two Hundred Dollars (\$200.00) each year for each such well used so long as said well is used for gas storage purposes, and shall be paid in advance on the first day of each year. If a well is used for gas storage purposes, the royalty shall be no less than one-eighth (1/8) of the royalty payable to Lessor, if more than Two Hundred Dollars (\$200.00), for gas produced and marketed from such well during the consecutive periods of time aggregating one hundred eighty (180) days next succeeding the giving of such notice, and for each year thereafter a rental for such well so long as it is used for gas storage purposes, if more than Two Hundred Dollars (\$200.00), reduced each year by the amount of Two Hundred Dollars (\$200.00) until reduced to one hundred Dollars (\$100.00), and for each year thereafter a rental of Two Hundred Dollars (\$200.00) for any well so used. If there shall be no well used for gas storage purposes on the leased premises, but if a well is used by Lessee for any of the gas storage purposes hereinbefore specified it shall be located on other lands and such well shall be located within one (1) mile of any line of the leased premises. Lessee may give the written notice to Lessor of its intention to use the leased premises for any or all of said gas storage purposes, and thereupon may use the leased premises for said purposes and shall be the sole judge as to whether gas is being stored or held in storage well in the leased premises. The rental each year for such use shall be the same amount, but in lieu of the delay rental provided herein in the event of continuing this Lease in effect until the commencement of a well of the use of the premises for any of the gas storage purposes, and shall have the same effect of continuing this Lease in effect as though a producing well or a well used for gas storage purposes were drilled on the leased premises; provided, that if a well is used for any of the gas storage purposes on the leased premises the rental for such use of the leased premises, in lieu of the foregoing rental, shall be Two Hundred Dollars (\$200.00) each year for such well and the same amount each year for each additional well so utilized and used if Lessee ceases to use a well for gas storage purposes but continues to use the premises for gas storage purposes and there shall be no other well located thereon, no rental for such use shall be the land rental hereinbefore provided. All said rentals and well rentals may be paid by Lessee in quarterly annual installments.

6. All monies due under this Lease shall be paid or tendered to Lessor by check made payable to the order of JAMES L & SYLVIA M. SEERY, and mailed to 19 234 ARINGTON RD, LITTLA OH 43080. Lessee shall continue to receive any and all sums payable under this Lease regardless of changes in ownership in the premises or in the oil and gas or their constituents or in the rentals or royalties accruing hereunder until written notice is given to Lessee of any change of ownership.

7. Lessor may lay a pipe line to any one (1) gas well on the premises, whether a producing well or a well used for gas storage purposes, and take gas produced from said well for domestic use in one (1) dwelling house on the leased premises, at Lessor's sole and exclusive risk, subject to the use and the right of abandonment of the well by Lessee. The first two hundred thousand (200,000) cubic feet of gas taken shall be free of cost, but all gas in excess of two hundred thousand (200,000) cubic feet taken in each year shall be paid for at the last published rates of Lessee in the town or area nearest the leased premises. Lessor shall lay and maintain the pipe line and furnish regulators and other necessary equipment at Lessor's expense. This privilege is upon the condition precedent that Lessor shall subscribe to and be bound by the reasonable rules and regulations of Lessee relating to the use of free gas and shall maintain the said pipe line, regulators and equipment in good repair and free of all gas leaks and operate the same as not to cause waste or unnecessary leaks of gas. If Lessor shall take such excess gas in any year and fail to pay the same, Lessee may deduct payment therefor from any rentals or royalties accruing to Lessor hereunder.

8. The consideration, land rentals, well rentals or royalties paid and to be paid, as herein provided, are and will be accepted by Lessor as adequate and full consideration for all the rights herein granted to 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 Lessee may elect.

9. Lessee shall have the right to consolidate the leased premises in whole or in part with other lands to form an oil and gas development unit of not more than one hundred sixty (160) acres, or the smallest acreage contained in a lot or quarter section of land in the township in which the leased premises are located, whichever is greater, for the purpose of drilling a well thereon but Lessee shall in no event be required to drill more than one (1) well on such unit. Any well drilled on said development unit, whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning and for the purpose of all the provisions and covenants of this Lease to the same effect as if all the lands comprising said unit were described in and subject to this Lease, provided, however, that only the owner of the land on which said well is located may take gas for use in one (1) dwelling house on such owner's land in accordance with the provisions of this Lease, and provided further that 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 herein leased bears in the total number of acres comprising said development unit. Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this Lease setting forth the lands 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

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thereof to Lessor at the address hereinabove set forth unless Lessee is furnished with another address. If said development unit shall thereafter be used for gas storage purposes, the well rental or land rental hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each such parcel bears to the entire acreage consolidated.

10. If Lessor owns an interest in the above-described premises which is less than the entire and undivided fee simple therein, the royalties and rentals herein provided for shall be paid to Lessor only in the proportion which such interest bears to the whole and undivided fee. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on Lessee until after written notice is given to Lessee duly signed by the parties to the instrument of conveyance or assignment or by the receipt of such original instrument or a duly certified copy thereof.

11. If said land is owned by two (2) or more parties, or the ownership of any interest therein should hereafter be transferred by sale devise or operation of law, said land may nevertheless 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. Lessee shall have the right to assign, transfer and consolidate, as herein set forth, this Lease in whole or in part. Lessee, in order to protect its interests herein, shall have the right to pay and satisfy any claim or lien against Lessor's interest in the leased premises and thereupon to become subrogated to the rights of such claimant or lien holder.

13. Lessee shall bury, when requested by Lessor, all pipe lines used to conduct oil or gas to, off and over the premises and pay all damage to the leased premises caused by operations under this Lease; said damage, if not mutually agreed upon, shall be ascertained and determined by three (3) disinterested persons, one (1) thereof to be appointed by Lessor, one (1) by Lessee and the third (3rd) by the two (2) persons so appointed, and the award of such three (3) persons shall be final and conclusive.

14. 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. Lessee shall have the right to surrender this Lease or any portion thereof by written notice to Lessor describing the portion which it elects to surrender, or by returning the Lease to Lessor with the endorsement of surrender thereon, or by recording the surrender or partial surrender of this Lease, any of which will be a full and legal surrender of this Lease as to all the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the name of each and all parties hereto relating in any way to the portion or all of the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

15. In the event Lessee is unable to perform any of the acts to be performed by it by reason of force majeure including but not limited to acts of God, strikes, riots and governmental restrictions, this Lease shall nevertheless remain in full force and effect until Lessee can perform said act or acts.

16. This Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Lessor hereby warrants and agrees to defend, at Lessor's sole cost, the title to the lands herein described. This Lease contains and expresses all of the agreements and understandings of the parties and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them.

17. This Lease shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have signed this Lease as of the aforementioned date.

Signed and acknowledged in the presence of:

Ralph E. Brennan
John V. Bode
Henry B. Bode
John E. Connelley

James A. Seely Lessor
Stephen M. Seely Lessor

STATE OF OHIO

COUNTY OF KNOX

SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named Lessor(s) and Lessee, who acknowledged that they did sign and seal the foregoing instrument and that the same is their free act and deed personally and as said officer(s), and the free act and deed of said corporation(s).

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 13th day of September, 1990.

Lessee agrees to pay lessor FIRST MONTHLY PAYMENT WITHIN SEVEN DAYS
OF LESSEE SIGNING THIS INSTRUMENT. IF WE DO NOT PAY LESSOR WITHIN SEVEN DAYS
THEN THIS LEASE BECOMES NULL & VOID. X SS

IF LESSEE DAMAGES LESSOR'S WATERWELL IN ANY WAY PERTAINING TO DRILLING OPERATIONS
WE THE LESSEE WILL ~~RE~~ REDRILL WATER WELL AT OUR EXPENSE, AND RESET ALL EQUIPMENT
ON THE WELL JUST AS IT WAS BEFORE THE DRILLING OF THE WATERWELL. X SS

This instrument was prepared by OLYMPIC OIL & GAS INC., 2120 Summit Street, Cantonment, Ohio 44701

69446	LEASE AGREEMENT	From	To	Olympic Oil & Gas Inc.	KNOX COUNTY OFFICE	Olympic Oil & Gas Inc.	1230 Watery Rd.	Mr. Donald, Ohio 44437
					Filed at 1:23 o'clock <u>A</u> m.			
					SEP 20 1990			
					RECORDED <u>Sept. 20, 1990</u>			
					VOL <u>92</u> PAGE <u>107</u>			
					GERALD LAYMON, RECORDER			
					10.00			

COMPARED
COMPARED



RESIDENTIAL DWELLING/OTHER STRUCTURE FOR LAND PROPERTY WORKSHEET



The representations contained in this worksheet are made by the owner and are not the representations of the owner's agent or subagent. The worksheet is not a warranty or a guarantee of any kind by the owner or by any agent or subagent representing the owner of the property. This statement is not a substitute for any inspection. Potential purchasers are encouraged to obtain their own professional inspection and should not rely upon the information contained in this worksheet.

Please PRINT clearly in all blanks.

MLS # _____

Listing Address: _____ 19823 Hampshire Rd _____

Listing Agent Name: _____ Chip Carpenter _____

Listing Agent Phone #: _____ 614-206-1135 _____

Listing Brokerage: _____ Real Estate and Auction Services _____

Listing Brokerage Phone #: _____ 740-965-1208 _____

Unit/Suite # _____

Listing Agent E-mail: _____ chip@ucrealestateandauction.co _____

Extension: _____

Extension: _____

RESIDENTIAL DWELLING ON PROPERTY INCLUDES THESE FEATURES. *Please Check ALL that Apply.*

Style			Notes
1	<input type="checkbox"/>	1 Story	
2	<input type="checkbox"/>	2 Story	
3	<input type="checkbox"/>	2 ½ Story	
4	<input type="checkbox"/>	3 Story	
5	<input type="checkbox"/>	Bi-Level	
6	<input type="checkbox"/>	Cape Cod / 1.5 Story	
7	<input type="checkbox"/>	Split – 3 Level	
8	<input type="checkbox"/>	Split – 4 Level	
9	<input type="checkbox"/>	Split – 5 Level +	
10	<input checked="" type="checkbox"/>	Other Structure – Please Describe	Trainers apartment attached to arena
Year Built			
11	<input checked="" type="checkbox"/>	2004	Arena and stall barn
Bedroom Total			
12	<input checked="" type="checkbox"/>	1	
Full Baths Total			
13	<input type="checkbox"/>		
Half Baths Total			
14	<input type="checkbox"/>		
Parking Type (1 to 22 required)			
15	<input type="checkbox"/>	1 Car Garage	
16	<input type="checkbox"/>	2 Car Garage	
17	<input type="checkbox"/>	3 Car Garage	
18	<input type="checkbox"/>	4 Car Garage	
19	<input type="checkbox"/>	5 Car Garage\+	
20	<input type="checkbox"/>	Attached Garage	
21	<input type="checkbox"/>	1 Carport	
22	<input type="checkbox"/>	2 Carport	
23	<input type="checkbox"/>	3 Carport\+	
24	<input type="checkbox"/>	1 Off Street	

25	<input type="checkbox"/>	2 Off Street	
Parking Type (1 to 22 required – continued)			
26	<input type="checkbox"/>	Detached Garage	
27	<input type="checkbox"/>	Heated	
28	<input type="checkbox"/>	Opener	
29	<input type="checkbox"/>	Shared Driveway	
30	<input type="checkbox"/>	Side Load	
31	<input type="checkbox"/>	Tandem	
32	<input type="checkbox"/>	On Street	
33	<input type="checkbox"/>	Assigned	
34	<input type="checkbox"/>	Lift	
35	<input type="checkbox"/>	Common Area	
36	<input checked="" type="checkbox"/>	Farm Building	
Basement Y/N			
37	<input type="checkbox"/>	Yes	
38	<input checked="" type="checkbox"/>	No	
Alternate Uses			
39	<input type="checkbox"/>	Bed & Breakfast	
40	<input checked="" type="checkbox"/>	Business Op	
41	<input type="checkbox"/>	Commercial	
42	<input checked="" type="checkbox"/>	Farm	Equine Facility
43	<input type="checkbox"/>	Industrial	
44	<input type="checkbox"/>	Multi-Family	
45	<input type="checkbox"/>	Office	
46	<input type="checkbox"/>	Rooming House	
47	<input type="checkbox"/>	Additional Notes	

Signature of Owner(s)

Signatures of Agent & Broker

Agent _____

Broker _____

Date: _____

Date: _____