



ALTA 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 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Kenneth D. DeGiorgio, President

By: _____

Lisa W. Comehl, Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of 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; and
- f. Schedule B, Part II-Exceptions.

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 is not liable for any other amendment to this Commitment.

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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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:
Issuing Office: 6 S. Vernon Street PO Box 321, Sunbury, OH 43074
Issuing Office's ALTA® Registry ID:
Commitment No.: 26-09-03 ATA
Issuing Office File No.: 26-09-03 ATA
Property Address: 15419 Montgomery Road, Johnstown, OH 43031
Revision No.:

SCHEDULE A

1. Commitment Date: August 24, 2026 at 06:00 AM
2. Policy to be issued:
 - a. ALTA 2021 Owner's Policy
Proposed Insured: TBD at Auction
Proposed Amount of Insurance:
The estate or interest to be insured: fee simple
3. The estate or interest in the Land at the Commitment Date is: fee simple
4. The Title is, at the Commitment Date, vested in: ITLBOK LLC, an Ohio limited liability company, by virtue of a Quit Claim Deed dated 01/03/2025 and recorded 01/28/2025 in Book 2136 Page 1236, Delaware County Record;
Prior reference Dale R. Fling, Steven M. Fling and William E. Fling III by virtue of a Quit Claim Deed dated 05/17/2024 and recorded in 07/25/2024 in Book 2102 Page 1418, Delaware County Records.
5. The Land is described as follows:
SEE EXHIBIT C ATTACHED HERETO

First American Title Insurance Company

By: David J. Brehm
Acquisition Title Agency Inc

Issuing Agent:
Agent ID No.:
Address: 6 S. Vernon Street PO Box 321
City, State, Zip: Sunbury, OH 43074
Telephone: (740)965-2226

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SCHEDULE B, PART I - Requirements

Commitment No.: 26-09-03 ATA
File No.: 26-09-03 ATA

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. 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.
6. Seller's Affidavit covering matters of title in a form acceptable to Acquisition Title Agency Inc.
7. Survey satisfactory to Acquisition Title Agency Inc. to be provided if survey exception is to be deleted from final policy.
8. As to the Seller: Certificate of Good Standing for LLC from the Secretary of State's Office of the state where formed. (b) Copy of the Operating Agreement of the LLC and any amendments thereto. (c) Resolution by all members/partners/shareholders of LLC authorizing the sale and conveyance of the property and authorizing the members/partners/shareholders to sign and deliver the purchase/sale agreement, deed, affidavit and any other sale documents.
9. Ohio law, effective October 3, 2023, prohibits ownership of real property by certain foreign parties. This law can be found at O.R.C. 5301.256. Any loss or damage incurred as a result of a violation of this law is excluded from coverage under the terms of a title insurance policy.
10. Additional requirements may be made as additional information is provided to the Company, including Proposed Insured, legal description and insured Amount, and said information may cause the Company to add matters to be excepted in Schedule BII and add requirements to Schedule BI.

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SCHEDULE B
(Continued)

Commitment No.: 26-09-03 ATA
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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the Public Records.
6. The lien of the real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
7. The following exception will appear in any loan policy to be issued pursuant to this commitment: Oil and gas leases, pipeline agreements, or any other instrument related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy.
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 first half 2025 in the amount of \$2300.30 are paid. Real estate taxes for second half 2025 in the amount of \$2004.86 are a lien not yet due. Real estate taxes for 2026 and subsequent years are undetermined, not yet due or payable and a lien in unknown amount.
VALUATION: Land \$25,760 Bldg \$78,120 Total \$103,880
Tax parcel #316-140-01-030-004
Special Assessment 11-749 Gorsuch Joint Ditch Maintenance \$2.04 paid
*taxes based upon a CAUV valuation and the property is subject to a statutory three year lien for the recovery of CAUV tax savings.
Subject to the recoupment of taxes as a result from the County CAUV Program. Farm acreage may be enrolled in other

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SCHEDULE B
(Continued)

Commitment No.: 26-09-03 ATA
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Government Programs (Conversion, Set-aside, Drainage maintenance, etc.) at Federal, State, or Local levels that require repayment/recoupment of benefits if the acreage is not continued on the Government Program. Buyer and or Lender must inquire and satisfy themselves in regard to the applicability of such other Government Programs. Title Agent, Closing Agent, and Attorney do not assume any liability therefore.

10. Special taxes or assessments approved, levied or enacted by the State, County, Municipality or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to reassessment and recapture by way of CAUV, Homestead or other similar programs, or retroactive increases in valuation of the land by the State, County, Municipality, Township or other taxing authority. No liability is assumed for any special assessment, other than as would be reflected by the County Treasurer's tax duplicate.
11. The address and/or tax parcel numbers shown herein are provided solely for informational purposes without warranty as to accuracy or completeness.
12. 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.
13. The rights of the public in, over, and to so much of the premises as may lie within the bounds of the roadway.
14. Right of Way Easement to Del-Co Water Company Inc dated 04/12/2001 and recorded 04/25/2001 in OR 89 Page 1336, Delaware County Records.
15. Pipeline Right of Way and Meter Site Agreement to Consumer Gas Cooperative dated 10/07/2011 recorded 11/09/2011 in OR 1079 Page 1859, Delaware County Records; Assignment of Pipeline Easement as recorded in OR 1654 Page 1279, Delaware County Records.
16. Pipeline Right of Way and Meter Site Agreement to Consumer Gas Cooperative dated 08/04/2011 recorded 08/31/2011 in OR 1062 Page 1860, Delaware County Records; Assignment of Pipeline Easement as recorded in OR 1654 Page 1279, Delaware County Records.

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LEGAL DESCRIPTION

Commitment No.: 26-09-03 ATA
File No.: 26-09-03 ATA

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

Situated in the Township of Harlem, County of Delaware, State of Ohio, being part of Farm Lot 15 in Quarter-Township 1, Township 3, Range 16 of the United States Military Lands, being all (2.004 acres) of the 2.00 acre tract (Tract 3), and being part (3.399 Ac.) of the 6.190 acre tract (Tract 2) conveyed to Dale R. Fling, Steven M. Fling, and William E. Fling III in Official Records Volume 2029, Page 904 and being more particularly described as follows:

COMMENCING at a MAG nail found at the southeast corner of Farm Lot 15, being in the centerline of Township Road 26 (Montgomery Road), also being the north line of Quarter-Township 4, also being the southwest corner of Farm Lot 16, and the southeast corner of a 6.103 acre tract conveyed to Dale R. Fling, Steven M. Fling, and William E. Fling III in Official Records Volume 2056, Page 58; thence along the said centerline of Township Road 26, also being the north line of Quarter-Township 4 North 86° 50' 06" West 366.25 feet to a MAG nail set, being the TRUE POINT OF BEGINNING of the following described tract; thence continuing along the said centerline of Township Road 26, also being the north line of Quarter-Township 4 North 86° 50' 06" West 300.00 feet to a MAG nail set, being the southeast corner of a 5.403 acre tract conveyed to William E. Fling III in Deed Book 568, Page 283;

thence along the east line of the said 5.403 acre tract North 02° 57' 40" East 784.48 feet to a 5/8" iron bar found (SLSS), being on the south line of a 6.483 acre tract conveyed to Fling Enterprises LLC in Official Records Volume 637, Page 177 (passing a 5/8" iron bar found (SLSS) at 30.01 feet);

thence along the said south line of the 6.483 acre tract, and along a south line of the aforesaid 6.103 acre tract South 86° 49' 15" East 300.00 feet to an iron bar set;

thence South 02° 57' 40" West 784.41 feet to the TRUE POINT OF BEGINNING (passing an iron bar set at 754.40 feet);

containing 5.403 acres, more or less;

subject to all easements, restrictions, and rights-of-way, if any, of record;

Surveyed by Karen S. Coffman, Surveyor, Registration Number 7845 on February 28, 2024. Basis of bearings is the centerline of Township Road 26 (Montgomery Road) (S86°50'06"E) per Official Records Volume 2056, Page 58. All Iron bars set are 5/8" in diameter with a plastic cap marked "SLSS PS 7845".

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that William E. Jr. (husband) & Ruth A. (wife) Fling

_____ hereinafter called grantors, in consideration of One Dollar (\$1.00) and other good and valuable considerations paid by DEL-CO WATER COMPANY, INC., hereinafter called the grantee, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell and convey to said grantee, its successors and assigns, an easement, a portion of which is temporary and a portion of which is perpetual with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water lines, valves, fittings, meters, and accessories over and across the following lands owned by the grantors in the State of Ohio, County of Delaware, and Township of Harlem, and more particularly described as follows, to wit:

<u>Parcel No.</u>	<u>R-T-S Farm Lot</u>	<u>Acres</u>
31614001030000	16-3-1-15	12 ±

which property is located in on the North side of Montgomery Road and mailing address of which property is 15419 Montgomery Road together with the right of ingress and egress over the grantors' adjacent lands, the purpose of which the above mentioned rights are granted.

The temporary easement which is for construction purposes is to terminate upon the completion of construction and is limited to 25 feet in width, being 12½ feet on each side of and parallel with the proposed centerline of the water line. The permanent easement hereby granted is limited to 12 feet in width, being 6 feet on each side of and parallel with the centerline of the water line as finally laid and constructed across the lands of the within grantors, said lines to be constructed as near as possible to the right-of-way of Montgomery Road or within existing utility easements.

The grantee shall pay any damages which may arise to crops, as well as to repair any damages to fences, drainage or field tile, driveways, or other structures from the laying, maintaining, operating, repairing, replacing, and final removal of said water line and shall grade, seed, and mulch any ground area disturbed by grantee. Said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one thereof to be appointed by grantors, one to be appointed by the grantee, and the third appointed by the two appointed as aforesaid, and their word shall be final and conclusive.

This agreement, together with other provisions of this grant, shall constitute a covenant, running with the land for the benefit of the grantee, its heirs, successors, and assigns. The grantors covenant that they are the owners of the above-described lands, and said lands are free and clear of all encumbrances, except mortgages, leases, easements, and restrictions of record.

IN WITNESS WHEREOF, the said William E. Jr. & Ruth A. Fling who hereby release their respective right and expectancy of dower in said premises, have hereunto set their hands this 12 day of April, 2001.

Signed and acknowledged in the presence of:

William Fling III
Witness

William Fling
William E. Fling Jr.

William Fling III
Witness

Ruth A. Fling
Ruth A. Fling

200100013844
DEL-CO WATER
CO BOX

STATE OF OHIO
Del County

On this 12 day of April, 2001, before me, a Notary Public in and for said county, personally came W. Fling Jr. & Ruth Fling, the grantors in the foregoing easement, who acknowledge that the signing thereof to be their voluntary act and deed.

DR book 89 Page 1336 - 1336

200100013844
Filed for Record in
DELAWARE COUNTY, OHIO
KAY E. CONKLIN
04-25-2001 02:03 PM.
EASEMENT 14.00

The Grantor Has Complied With
Section 319.202 Of The R.C.

DATE 4/25/01 Transfer Tax Paid 0

TRANSFERROR OR TRANSFER NOT NECESSARY

Delaware County Auditor By [Signature]

Prepared by:

Del-Co Water Co., Inc.
6773 Olentangy River Road
Delaware, Ohio 43015



GLENN A. EVANS II
Notary Public, State of Ohio
My Commission Expires 09-04

Notary Public

Doc ID: 009185870002 Type: OFF
Kind: EASEMENT
Recorded: 11/09/2011 at 11:14:01 AM
Fee Amt: \$28.00 Page 1 of 2
Workflow# 0000010689-0002
Delaware County, OH
Melissa Jordan County Recorder
File# 2011-00032376

BK **1079** PG **1859-1860**

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 11/9/11 Transfer Tax Paid 0.00
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~
Delaware County Auditor By [Signature]

GATHERCO INC
ORRVILLE OH 44667

PIPELINE RIGHT OF WAY AND METER SITE AGREEMENT

FOR AND IN CONSIDERATION OF One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, **STEVEN M. FLING**, no marital status, with a mailing address of 15481 Montgomery Road, Johnstown, OH 43031 (hereinafter called the Grantors), does hereby grant unto **CONSUMERS GAS COOPERATIVE**, 298 Tracy Bridge Rd., Orrville, OH 44667 (hereinafter called the Grantee) its heirs and assigns, the right to lay a pipeline over and the right to set a meter(s) on the premises hereinafter described, and to maintain, operate, repair, replace and remove same, together with valves and other necessary appurtenances, on lands situated in Harlem Township, Delaware County, State of Ohio, and bounded now and/or formerly bounded and described as follows:

On the North by lands of: William E. Fling,
On the East by lands of: William E. Fling,
On the South by lands of: Montgomery Road,
On the West by lands of: William E. Fling,

said lands being in Section 15, Township 3N, Range 16W and containing 9.27 acres, more or less. Tax Parcel Identification Number is 31614001030001.

NOW THEREFORE, in consideration of \$ 10.00 per lineal rod and other valuable consideration, it is hereby agreed by and between parties hereto as follows:

With the right of ingress and egress to and from the same, the said Grantors to fully use and enjoy the said premises, except for the purposes herein before granted to the said Grantee. Said pipe is to be buried so as to not interfere with the cultivation of the lands, and said Grantee to pay any damage which may rise to crops and fences from the laying, maintaining and operating of said pipeline; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors, heirs, or assigns, one by the Grantee, its heirs or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands this 7th day
of October, 20 11.

Signed and acknowledged in the presence of:

Steven M. Fling (Grantor)
Steven M. Fling

STATE OF OHIO)
COUNTY OF Delaware) SS

Steven M. Fling personally appeared before me, a Notary Public, in and for said County and State, and
acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and
purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this 7th day
of October, 20 11.

Deborah J. Kirkendall
Notary Public

DEBORAH J. KIRKENDALL
Notary Public, State of Ohio
My Commission Expires August 8, 2016

This instrument prepared by: Consumers Gas Cooperative, 298 Tracy Bridge Rd., Orrville, OH 44667

Doc ID: 009097310002 Type: OFF
Kind: EASEMENT
Recorded: 08/31/2011 at 09:38:03 AM
Fee Amt: \$28.00 Page 1 of 2
Workflow# 0000005595-0002
Delaware County, OH
Melissa Jordan County Recorder
File# 2011-00023520
BK 1062 PG 1860-1861

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 9/21/11 Transfer Tax Paid
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~
Delaware County Auditor By

CONSUMERS GAS COOPERATIVE
ORRVLLE OH 44667

PIPELINE RIGHT OF WAY AND METER SITE AGREEMENT

FOR AND IN CONSIDERATION OF One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, **WILLIAM E. FLING**, no marital status, with a mailing address of 15419 Montgomery Road, Johnstown, OH 43031 (hereinafter called the Grantors), does hereby grant unto **CONSUMERS GAS COOPERATIVE**, 298 Tracy Bridge Rd., Orrville, OH 44667 (hereinafter called the Grantee) its heirs and assigns, the right to lay a pipeline over and the right to set a meter(s) on the premises hereinafter described, and to maintain, operate, repair, replace and remove same, together with valves and other necessary appurtenances, on lands situated in Harlem Township, Delaware County, State of Ohio, and bounded now and/or formerly bounded and described as follows:

On the North by lands of: Fling Enterprises LLC; William E. Fling,
On the East by lands of: Cynthia Rose; Steven Fling,
On the South by lands of: Steven Fling; Montgomery Road,
On the West by lands of: William Fling III,

said lands being in Section 15, Township 3N, Range 16W and containing 9.27 acres, more or less. Tax Parcel Identification Number is 31614001030000.

NOW THEREFORE, in consideration of \$ 10.00 per lineal rod and other valuable consideration, it is hereby agreed by and between parties hereto as follows:

With the right of ingress and egress to and from the same, the said Grantors to fully use and enjoy the said premises, except for the purposes herein before granted to the said Grantee. Said pipe is to be buried so as to not interfere with the cultivation of the lands, and said Grantee to pay any damage which may rise to crops and fences from the laying, maintaining and operating of said pipeline; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors, heirs, or assigns, one by the Grantee, its heirs or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands this 4th day
of August, 20 11.

Signed and acknowledged in the presence of:

William E. Fling (Grantor)
William E. Fling

STATE OF OHIO)
COUNTY OF Delaware) SS

William E. Fling personally appeared before me, a Notary Public, in and for said County and State, and acknowledged the signing of the foregoing instrument to be his voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this 4th day
of August, 20 11.

Tracy N. McVay
Notary Public



Tracy N. McVay
Notary Public, State of Ohio
My Commission Expires
March 29, 2016

This instrument prepared by: Consumers Gas Cooperative, 298 Tracy Bridge Rd., Orrville, OH 44667

ASSIGNMENT OF PIPELINE EASEMENTS

THIS ASSIGNMENT OF PIPELINE EASEMENTS is made and entered into as of August 1, 2019, ("*Effective Date*") by and between **CONSUMERS GAS COOPERATIVE**, an Ohio non-profit corporation ("*Assignor*"), with a mailing address of 298 Tracy Bridge Road, Orrville, OH 44667 and **ASPIRE ENERGY OF OHIO, LLC**, a Delaware limited liability company ("*Assignee*"), with a mailing address of 300 Tracy Bridge Road, Orrville, OH 44667.

WITNESSETH:

WHEREAS, Assignor desires to assign Assignee its interest in the easements described below;

WHEREAS, Assignee desires to accept such assignment and assume such duties and obligations under the Easements pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

Section 1. Assignment and Delegation. Assignor hereby transfers, assigns and delivers to Assignee all right, title and interest of Assignor in and to the **Pipeline Right of Way and Meter Site Agreements, Regulator Site Agreements, Permits and Easements, whether recorded or unrecorded, as set forth on Exhibit "A" attached hereto and made a part hereof**, in the Delaware County, Ohio, records and delegates to Assignee all duties and obligations under the Agreements arising from and after the Effective Date.

Section 2. Assignee's Acceptance and Assumption. Assignee hereby accepts such transfer, assignment and delivery of the Easements from Assignor and expressly assumes any and all duties and obligations of Assignor in connection with the Easements arising from and after the Effective Date.

Section 3. Binding Effect. This Assignment shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns, but shall not confer any rights or benefits upon third parties.

Section 4. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Easements Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

CONSUMERS GAS COOPERATIVE

By: 
Douglas Ward, General Manager

STATE OF OHIO)
) ss:
COUNTY OF WAYNE)

Douglas M. Ward, General Manager, personally appeared before me a Notary Public, in and for said County and State, and acknowledged the signing of the foregoing instrument to be his/her voluntary act and deed and the voluntary act and deed by him/her as such officer of Consumers Gas Cooperative.

1st IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this day of August, 2019.


Notary Public



DEBRA S. BONNER
Notary Public, State of Ohio
My Commission Expires November 1, 2021

EXHIBIT A

DOOLEY, THOMAS A. & KIM B. H&W	CONSUMERS GAS	11/22/2011	DELAWARE	GENOA	S 4, L 1	3N	17W	31741101008001	2,260	1094	2746
SIMONE, ROBERTO & GIULIANI, TARA R.	CONSUMERS GAS	03/26/2015	DELAWARE	GENOA	S 1, L 9, SL	3N	17W	31714001068005	2,209	1371	2436
EMLER, DAVID E. & AMY J. H&W	CONSUMERS GAS	03/26/2015	DELAWARE	GENOA	S 1, L 9, SL	3N	17W	31714001066000	1,690	1371	2438
SUTTON, MATTHEW R. & CHRISTINE M. H&W	CONSUMERS GAS	03/26/2015	DELAWARE	GENOA	S 1, L 9	3N	17W	31714001068001	1,498	1371	2440
COMSTOCK, JOSEPH T. & REGINA M. H&W	CONSUMERS GAS	04/06/2015	DELAWARE	GENOA	S 1, L 9, SL	3N	17W	31714005010000	1,650	1371	2442
SCHNEIDER, LINCOLN P. & JILL E. H&W	CONSUMERS GAS	04/06/2015	DELAWARE	GENOA	S 1, L 9, SL	3N	17W	31714001068003	2,389	1371	2444
BLACKBURN, MARK A. & JANET L. H&W	CONSUMERS GAS	04/06/2015	DELAWARE	GENOA	S 1, L 9, SL	3N	17W	31714001065000	9,090	1371	2446
WATSON, DARYL T. & KIMBERLY L. H&W	CONSUMERS GAS	04/06/2015	DELAWARE	GENOA	S 1, L 9, SL	3N	17W	31714001068004	1,256	1371	2448
MASON, KEVAN M.	CONSUMERS GAS	04/09/2015	DELAWARE	GENOA	S 1, L 10	3N	17W	31714005012000	1,250	1371	2450
JIAFC LLC	CONSUMERS GAS	04/06/2015	DELAWARE	GENOA	S 1, L 10	3N	17W	31714005011000	2,030	1371	2452
ALLEN, JOSEPH R. & ANGELA L. H&W	CONSUMERS GAS	05/21/2015	DELAWARE	GENOA	S 1, L 4080	3N	17W	31714001068000	1,512	1371	2454
REEDER, GARY T. & CHERYL A. H&W	CONSUMERS GAS	03/26/2015	DELAWARE	GENOA	S 1, L 9	3N	17W	31714001068002	5,046	1371	2434
HENDREN, FRED & SHIRLEY E. H & W	CONSUMERS GAS	02/26/2007	DELAWARE	HARLEM	3	3N	16W	31644001070000; 31644001071000	18,600	0769	1176
SMITH, FRANCES P. TRUSTEE OF THE RAYMOND G. SMITH & FRANCES P. SMITH REVOCABLE TRUST	CONSUMERS GAS	05/05/2007	DELAWARE	HARLEM	4	3N	16W	31644001001000; 31644001072000	57,550	0784	2118
WHITTEN, JOYCE ANN WIDOWED	CONSUMERS GAS	05/05/2007	DELAWARE	HARLEM	2	3N	16W	31644001053000; 31644001056000;	61,450	0784	2119
SAGER, ELDON G. & CONSTANCE M. H & W	CONSUMERS GAS	06/25/2007	DELAWARE	HARLEM	23	3N	16W	31641001036000	106,660	0792	1377
HAEGELE, RALPH M. TRUSTEE OF THE RALPH M. HAEGELE TRUST	CONSUMERS GAS	06/26/2007	DELAWARE	HARLEM	4	3N	16W	31644001002000; 31644001003000;	241,304	0792	1378
JOHNSON, ADAM D. UNMARRIED	CONSUMERS GAS	08/04/2007	DELAWARE	HARLEM	16	3N	16W	31644001006000	1,137	0800	1793
GARRABRANT, MAJORIE WIDOW & LAWRENCE R. SEARLES POA FOR MAJORIE GARRABRANT	CONSUMERS GAS	08/16/2007	DELAWARE	HARLEM	15, 16, 19	3N	16W	31644001028000; 31644001043000;	142,000	0808	0980
HENDERSON, MICHAEL B. SINGLE	CONSUMERS GAS	08/16/2007	DELAWARE	HARLEM	40	3N	16W	31644001044000; 31644001050000	0,213	0805	2433
EVANS, NORMAN & LALAH P. H & W	CONSUMERS GAS	08/23/2007	DELAWARE	HARLEM	5	3N	16W	31642001024000	31,500	0805	2432

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GARRABRANT, DONALD D. & SUSAN J. H & W	CONSUMERS GAS	08/25/2007	DELAWARE	HARLEM	16	3N	16W	31644001011000; 31644001005000	5.007	0805	2431
BACHMAN, H. CHARLES & KAREN S. H & W	CONSUMERS GAS	08/27/2007	DELAWARE	HARLEM	7	3N	16W	31641001004000	42.868	0805	2426
BACHMAN, KAREN S.	CONSUMERS GAS	08/27/2007	DELAWARE	HARLEM	6, 7	3N	16W	31641001003000; 31641001073000	46.311	0805	2429
BACHMAN, VERA JEAN WIDOWED	CONSUMERS GAS	08/27/2007	DELAWARE	HARLEM	7, 8	3N	16W	31641001001000; 31641001002000;	168.337	0805	2427
BUELL, HUGH B. RESIDUARY TRUS, DOLORES J. BUELL, TRUSTEE	CONSUMERS GAS	08/29/2007	DELAWARE	HARLEM	12, 17	3N	16W	31641001005000; 31641001024000	81.960	0805	2424
BUELL, DOLORES J. WIDOWED	CONSUMERS GAS	08/31/2007	DELAWARE	HARLEM	5, 6, 7	3N	16W	31614001049000; 31614001051000	13.042	0805	2420
BUELL, HUGH B. RESIDUARY TRUS, DOLORES J. BUELL, TRUSTEE	CONSUMERS GAS	08/31/2007	DELAWARE	HARLEM	5, 6, 7	3N	16W	31611003015001; 31611003016000;	184.530	0805	2421
JACOBS, WARREN E. & JOYCE L. H&W	CONSUMERS GAS	09/20/2007	DELAWARE	HARLEM	40	3N	16W	31611003017000; 31611003015000; 31611001016000	1.250	0812	1639
PIPER, ALLEN D. & DONNA J. ET AL	CONSUMERS GAS	09/27/2007	DELAWARE	HARLEM	11	3N	16W	31614001001000	68.747	0812	1633
CK BACHMAN LTD	CONSUMERS GAS	10/03/2007	DELAWARE	HARLEM	7, 8	3N	16W	31613001002000	95.000	0812	1638
JULIANO, RICHARD A. & PATRICIA H&W	CONSUMERS GAS	10/03/2007	DELAWARE	HARLEM	12	3N	16W	316140010053000	5.000	0812	1636
MARCUM, THOMAS DAVID II & LEIGHANNE H&W	CONSUMERS GAS	10/03/2007	DELAWARE	HARLEM	13	3N	16W	31614001011000	2.260	0812	1637
PIPER BROS LLC	CONSUMERS GAS	10/11/2007	DELAWARE	HARLEM	13	3N	16W	31614001012000	5.701	0812	1635
PIPER, DWIGHT E. & LANA S. H & W	CONSUMERS GAS	10/16/2007	DELAWARE	HARLEM	13	3N	16W	31614001013000; 31614001012005	22.633	0813	1634
WIANT, DAVID A. & DONNA J. H & W	CONSUMERS GAS	10/18/2007	DELAWARE	HARLEM	40	3N	16W	31642001029000	0.500	0815	2455
FACEMTER, CAMERON I. & ADA C. H&W	CONSUMERS GAS	10/24/2007	DELAWARE	HARLEM	8	3N	16W	31613001008000	4.760	0814	2446
VOIGT, JEANNE EXECUTOR FOR ESTATE OF ROBERT F. DOUGHTEN	CONSUMERS GAS	10/25/2007	DELAWARE	HARLEM	12	3N	16W	31614001054000	50.000	0815	2457
RADKE, THOMAS A. & WANDA D.	CONSUMERS GAS	10/26/2007	DELAWARE	HARLEM	9	3N	16W	31641001024003; 31641001029000;	17.329	0814	2445
GARRABRANT, MARVIN C.	CONSUMERS GAS	10/29/2007	DELAWARE	HARLEM	40	3N	16W	31642001027000	0.200	0815	2454
DUDDY, JENNIFER, LRA PROPERTIES LLC	CONSUMERS GAS	10/30/2007	DELAWARE	HARLEM	1	3N	16W	31613001023000	16.030	0817	2382
PIPER, DUANE E. & HEIDI A.	CONSUMERS GAS	10/30/2007	DELAWARE	HARLEM	7, 8	3N	16W	31613001003000; 31613001005000	18.661	0815	2456

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COOK, MARJORIE K. SINGLE	CONSUMERS GAS	11/05/2007	DELAWARE	HARLEM	14	3N	16W	31614001016000	23,404	0817	2285
KIRKENDALL, DEBORAH J. SINGLE	CONSUMERS GAS	11/05/2007	DELAWARE	HARLEM	14	3N	16W	31614001022000; 31614001022002;	44,872	0817	2386
O'QUINN, THOMAS S. & LYNDA L. H&W	CONSUMERS GAS	11/05/2007	DELAWARE	HARLEM	9, 14	3N	16W	31614001015000; 31614001015001;	115,719	0817	2387
								31614001016002; 31614001017000;			
								31614001028004; 31614001028005;			
								31614001028000; 31614001028007;			
FLUNG ENTERPRISES	CONSUMERS GAS	11/07/2007	DELAWARE	HARLEM	15, 23	3N	16W	31614001028008	21,173	0817	2381
EVANS, THELMA J. TRUST	CONSUMERS GAS	11/24/2007	DELAWARE	HARLEM	17	3N	16W	31614001048000	5,480	0819	2299
JACKSON, DAVID D. & BELINDA A. H&W	CONSUMERS GAS	11/24/2007	DELAWARE	HARLEM	18, 19	3N	16W	31612001021000; 31613001014000	199,900	0819	2300
MCFADDEN, WALTER A. & JOYCE C. H & W	CONSUMERS GAS	11/24/2007	DELAWARE	HARLEM	1	3N	16W	31613001021000; 31613001020001;	6,672	0819	2298
PIPER, GARY & DEBORAH H & W	CONSUMERS GAS	11/29/2007	DELAWARE	HARLEM	13	3N	16W	31614001012004; 31614001012003	20,371	0819	2302
MCELWEE, CAROL J. WIDOWED	CONSUMERS GAS	12/05/2007	DELAWARE	HARLEM	20	3N	16W	31613001015000	25,000	0825	2302
EVANS, CHRISTOPHER R. & CHRISTINA R. H&W	CONSUMERS GAS	12/12/2007	DELAWARE	HARLEM	22	3N	16W	31611002017000	6,373	0825	2303
TODD, LARRY T. & CATHERINE L. H&W	CONSUMERS GAS	12/13/2007	DELAWARE	HARLEM	10	3N	16W	31641001032000; 31641001033000	11,180	0825	2299
FLUNG, ALLEN L. & PAMELA H & W	CONSUMERS GAS	12/15/2007	DELAWARE	HARLEM	15	3N	16W	31614001026000	10,000	0825	2298
BACHMAN, JUDY L. TRUSTEE	CONSUMERS GAS	12/22/2007	DELAWARE	HARLEM	9	3N	16W	31641001031000	6,850	0825	2300
NETZORG, ESTHER ARLENE SINGLE	CONSUMERS GAS	01/02/2008	DELAWARE	HARLEM	L488	3N	16W	31614001025001	10,000	0825	2301
HILL, CLIFFORD L. & SAUNDRA K. H&W	CONSUMERS GAS	01/15/2008	DELAWARE	HARLEM	2	3N	16W	31611002041000; 31611002042000	6,000	0829	2610
HENNEBERT, C. WAYNE UNMARRIED	CONSUMERS GAS	01/17/2008	DELAWARE	HARLEM	15	3N	16W	31614001028006	2,157	0829	2605
BARNES, KINDAL R. & HEATHER L. H & W	CONSUMERS GAS	01/19/2008	DELAWARE	HARLEM	15	3N	16W	31614001023000	10,000	0829	2604
BUELL, BARBARA W. FAMILY TRUST, BARBARA W. BUELL, TRUSTEE	CONSUMERS GAS	01/26/2008	DELAWARE	HARLEM	3	3N	16W	31611002023000	39,310	0829	2603
SHERBOURNE, JON W. & MICHELLE H&W	CONSUMERS GAS	01/26/2008	DELAWARE	HARLEM	14	3N	16W	31614001022001	5,001	0829	2609
KARSHNER, DENCIL I. TRUST	CONSUMERS GAS	02/01/2008	DELAWARE	HARLEM	8	3N	16W	31611002015000	48,560	0840	1879
LEWIS, KENDAL F. & ROSE M. H & W	CONSUMERS GAS	02/01/2008	DELAWARE	HARLEM	8	3N	16W	31612001023002; 31612001023003	10,020	0832	1726

EXHIBIT A

GRANTOR	GRANTEE	FILE DATE	COUNTY	TOWNSHIP	SECTION	TWP	RANGE	DEED REF.	ACRES	BLK	FS
LOFFER, RODNEY C. SINGLE	CONSUMERS GAS COOPERATIVE	02/04/2008	DELAWARE	HARLEM	1	3N	16W	31613001022000	1.971	0829	2606
HOLTER, EVERETT W., TRUSTEE OF THE EVERETT W. & MARIE C. HOLTER TRUST	CONSUMERS GAS COOPERATIVE	02/08/2008	DELAWARE	HARLEM	11, 12	3N	16W	31612001002000; 31612001003000	105.000	0832	1728
GAREE, SHELBY P., TRUSTEE OF THE GAREE FAMILY TRUST	CONSUMERS GAS COOPERATIVE	04/12/2008	DELAWARE	HARLEM	16, 17	3N	16W	31612001020001; 31612001019000;	129.323	0846	2029
WALLACE, ANDREW J. III & MARGARET R. H&W	CONSUMERS GAS COOPERATIVE	04/18/2008	DELAWARE	HARLEM	8	3N	16W	31612001023001	5.010	0846	2028
DELAWARE COUNTY BOARD OF COMMISSIONERS	CONSUMERS GAS COOPERATIVE	05/05/2008	DELAWARE	HARLEM	17	3N	16W	31612001020001	5.000	0846	2030
SEWELL, BONNIE LEE SINGLE	CONSUMERS GAS COOPERATIVE	05/13/2008	DELAWARE	HARLEM	8, 22	3N	16W	31614001018000; 31611002016003	14.373	0847	1568
GAREE, SHELBY P., TRUSTEE OF THE GAREE FAMILY TRUST	CONSUMERS GAS COOPERATIVE	06/03/2008	DELAWARE	HARLEM	16, 17	3N	16W	31612001020001; 31612001019000;	129.323	0857	0364
ARNOLD, BRIAN L. & KAREN S. H & W	CONSUMERS GAS COOPERATIVE	06/23/2008	DELAWARE	HARLEM	14	3N	16W	31614001014000	2.500	0857	0367
GILLESPIE, DEEDRA O'QUINN & SCOTT R. W & H	CONSUMERS GAS COOPERATIVE	06/23/2008	DELAWARE	HARLEM	14	3N	16W	31614001016001	5.006	0857	0368
FRY FAMILY PROPERTIES, LLC	CONSUMERS GAS COOPERATIVE	03/13/2009	DELAWARE	HARLEM	21, 22	3N	16W	31614001052003	16.830	0894	2370
HILL, NORMA JEAN WIDOW	CONSUMERS GAS COOPERATIVE	05/19/2009	DELAWARE	HARLEM	1	3N	16W	31642001025000	0.213	0904	1468
BACHMAN, VERA JEAN WIDOW	CONSUMERS GAS COOPERATIVE	07/27/2011	DELAWARE	HARLEM	7, 8, 9	3N	16W	31641001002000; 316410010024000;	168.340	1061	0726
FLUNG ENTERPRISES LLC	CONSUMERS GAS COOPERATIVE	08/04/2011	DELAWARE	HARLEM	15	3N	16W	31614001028003; 31614001028002;	5.403	1062	1858
FLUNG, WILLIAM E.	CONSUMERS GAS COOPERATIVE	08/04/2011	DELAWARE	HARLEM	15	3N	16W	31614001030000	9.270	1062	1860
MACKE, WARNER R. JR. & JACQUELINE L.H&W	CONSUMERS GAS COOPERATIVE	09/01/2011	DELAWARE	HARLEM	15	3N	16W	31644001051000	1.707	1067	2351
SHARP, DOUGLAS L. & JULIE ANN-LEIGH H&W	CONSUMERS GAS COOPERATIVE	09/13/2011	DELAWARE	HARLEM	15	3N	16W	31644001049000; 31644001049001	26.166	1070	0984
FLUNG, WILLIAM III	CONSUMERS GAS COOPERATIVE	10/07/2011	DELAWARE	HARLEM	15	3N	16W	31614001029000	5.403	1079	1857
FLUNG, STEVEN M.	CONSUMERS GAS COOPERATIVE	10/07/2011	DELAWARE	HARLEM	15	3N	16W	31614001030001	9.270	1079	1859
PLACE, ANDREW Z. & REBECCA D. H&W	CONSUMERS GAS COOPERATIVE	09/29/2014	DELAWARE	HARLEM	Q.3, L.2, 144	3N	16W	31631004021007	3.723	1317	0857
HOMWOOD CORPORATION	CONSUMERS GAS COOPERATIVE	06/04/2008	DELAWARE	HARLEM	2	3N	16W	31631004003000; 31631004008000	75.070	0857	0366
DRISCOLL, NORA J.	CONSUMERS GAS COOPERATIVE	04/01/2009	DELAWARE	HARLEM	2	3N	16W	31631004004000	8.790	1361	1572

EXHIBIT A

NAME	GRANTEE	ROW DATE	COUNT	TOWNSHIP	SID/COI	DVE	NO. RANGE	DISC/1500	ACRES	BLK	150
605 INVESTMENTS LLC	CONSUMERS GAS COOPERATIVE	11/20/2007	DELAWARE	TRENTON	27	4N	16W	41642004007000; 41642004008000	33.527	0818	2134
605 INVESTMENTS LLC	CONSUMERS GAS COOPERATIVE	11/20/2007	DELAWARE	TRENTON	27, L 290, 263, 282, 289	4N	16W	41642004005000; 41642004006000; 41642004007000; 41642004008000; 41642004009000; 41642004010000; 41642004011000; 41642004012000; 41642004013000; 41642004014000; 41642004015000; 41642004016000; 41642004017000; 41642004018000; 41642004019000; 41642004020000; 41642004021000; 41642004022000; 41642004023000; 41642004024000; 41642004025000; 41642004026000; 41642004027000; 41642004028000; 41642004029000; 41642004030000; 41642004031000; 41642004032000; 41642004033000; 41642004034000; 41642004035000; 41642004036000; 41642004037000; 41642004038000; 41642004039000; 41642004040000; 41642004041000; 41642004042000; 41642004043000; 41642004044000; 41642004045000; 41642004046000; 41642004047000; 41642004048000; 41642004049000; 41642004050000	11.288	0818	2139
LANE, LARRY R. & SHARON ANN H&W	CONSUMERS GAS COOPERATIVE	11/29/2007	DELAWARE	TRENTON	9	4N	16W	41613001044000	74.690	0819	2301
HUMPHRIES, DONALD E. LIVING TRUST	CONSUMERS GAS COOPERATIVE	01/22/2008	DELAWARE	TRENTON	L 213	4N	16W	41644003009002	1.202	0829	2608
JEWETT, PATRICIA A. UNMARRIED	CONSUMERS GAS COOPERATIVE	01/22/2008	DELAWARE	TRENTON	L 211	4N	16W	41644003009000	1.030	0829	2607
SWAGER, MATTHEW & ROCHELLE H&W	CONSUMERS GAS COOPERATIVE	07/24/2008	DELAWARE	TRENTON	30	4N	16W	41643001064000	5.859	0861	0621
BOGANTZ, ROBERT L. & MAUREEN A. H & W	CONSUMERS GAS COOPERATIVE	06/17/2010	DELAWARE	TRENTON	30	4N	16W	41643001065013	17.604	0973	1469
HAMPTON, MARK & LINDA H & W	CONSUMERS GAS COOPERATIVE	06/18/2010	DELAWARE	TRENTON	30	4N	16W	41643001065005	5.050	0973	1470
IRWIN, MILDRED E. WIDOW	CONSUMERS GAS COOPERATIVE	11/24/2007	DELAWARE	HARLEM	1, 20	3N	16W	31613001016000; 31613001020000	131.658	0819	2297
IRWIN, JAMES R. & SHARON K., H & W	CONSUMERS GAS COOPERATIVE	12/22/2007	DELAWARE	HARLEM	1, 20	3N	16W	31613001018000	41.40	0825	2304