



CHICAGO TITLE INSURANCE COMPANY®

ALTA COMMITMENT FOR TITLE INSURANCE

issued by
CHICAGO 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.

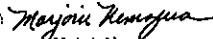
COMMITMENT TO ISSUE POLICY

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

CHICAGO TITLE INSURANCE COMPANY

By: 
Michael J. Nolan
President

ATTEST: 
Marjorie Nemzuta
Secretary

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72C170B35

ALTA Commitment for Title Insurance (7-1-2021) w-OH Mod
Adopted (12-1-2022)

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26-28265



CHICAGO TITLE INSURANCE COMPANY®

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; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

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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.

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.

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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.

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.

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CHICAGO TITLE INSURANCE COMPANY®

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Chicago Title Agency of Marion, Inc.
Issuing Office: 355 East Center Street, Suite 100, Marion, OH 43302
Issuing Office's ALTA® Registry ID:
Loan ID No.:
Commitment No.: 26-28265
Issuing Office File No.: 26-28265
Property Address: 2648 Troy Rd, Delaware, OH 43015

SCHEDULE A

1. Commitment Date: May 8, 2026 at 06:59 AM

2. Policy to be issued:

a. ALTA Homeowner's Policy (2021)

Proposed Insured: TBD

Proposed Amount of Insurance: \$0.00

The estate or interest to be insured: Fee Simple

b.

Proposed Insured:

Proposed Amount of Insurance: \$0.00

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:

WDW Land LLC, an Ohio limited liability company, by deed filed for record February 12, 2026 and recorded in Instrument No. 2026-00003868 of the Delaware County Records.

5. The Land is described as follows:

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26-28265

SCHEDULE A

(Continued)

Situated in the Township of Troy, County of Delaware, and State of Ohio, and bounded and described as follows:

Being in the Northwest Quarter of Lot 2, Range 19, Township 5, Section 2, U.S. M. Lands, Troy Township, Delaware County, Ohio, and more particularly described as follows:

Beginning at a capped spike in the Northwest corner of Lot 2 in the center line of Troy Road No. 7;

Thence South 89 deg. 12' East along the North line of Lot 2 a distance of 3381.85 feet to a steel post;

Thence South 1 deg. 0' West a distance of 1670.55 feet to a steel post;

Thence North 89 deg. 17' West a distance of 3360.15 feet to a capped spike in the center line of Troy Road No. 7, this being the West line of said Lot 2;

Thence North 0 deg. 15' East along the West line of said Lot 2 a distance of 1675.45 feet to a capped spike and the PLACE OF BEGINNING. Same containing 129.18 acres of land, more or less.

EXCEPTING therefrom, the following described First Exception:

Situated in the Township of Troy, County of Delaware, and State of Ohio; Being a part of Farm Lot 2, Section 2, Township 5, Range 19, U.S. M. Lands and being more particularly described as follows: Commencing at a nail found in the centerline of County Road 7 (Troy Road) at the Northwest corner of Farm Lot 2 (being the Northwest corner of the 129.18 acre tract of land now or formerly owned by Dale and Evelyn Walters as described in Deed Book 380, Page 313;

Thence along the centerline of County Road 7, South 00 deg. 15' 00" West a distance of 1675.38 feet to a nail found at an angle point in said road and at the Northwest corner of a 126.53 acre tract of land now or formerly owned by Ruth Ann Warren, et al as described in Deed Book 484, Page 211, said nail being the TRUE PLACE OF BEGINNING of the herein to be described 5.002 acre tract;

Thence along the centerline of County Road 7, North 00 deg. 15' 00" East a distance of 60.00 feet to a railroad spike set;

Thence South 88 deg. 56' 51" East (passing over a 5/8 inch solid iron pin set at 30.00 feet) a total distance of 659.38 feet to a 5/8 inch solid iron pin set;

Thence North 26 deg. 55' 57" East a distance of 264.50 feet to a 5/8 inch solid iron pin set;

Thence North 85 deg. 49' 17" East a distance of 448.47 feet to a 5/8 inch solid iron pin set;

Thence South 14 deg. 01' 08" East a distance of 351.00 feet to a 5/8 inch solid iron pin set on the North line of the aforementioned 126.53 acre tract, being 1.8 feet North of an existing fence;

Thence along the North line of the 126.53 acre tract, North 88 deg. 56' 51" West (passing over a 5/8-inch solid iron pin set at 1281.89 feet) a total distance of 1311.89 feet to the TRUE PLACE OF BEGINNING; containing 5.002 acres, more or less.

EXCEPTING therefrom, the following described Second Exception:

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26-28265

SCHEDULE A

(Continued)

Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lot 2, in Section 2, Township 5, Range 19, of the United States Military Lands and being more particularly described as follows:

Commencing at a nail found at the Northwest corner of said Farm Lot 2, being in the centerline of County Road 7 (Troy Road);

Thence South 86 deg. 56' 14" East, along the North line of Farm Lot 2, and along the North line of a 129.18 acre tract now or formerly owned by Dale and Evelyn Walters, as described in Deed Book 380, Page 313, a distance of 2,012.18 feet to an iron bar set, being on the South line of 47.874 acre tract now or formerly owned by the Buckeye Valley Board of Education; as described in Deed Book 298, Page 92, and being the TRUE POINT OF BEGINNING of the following described tract, all iron bars set are set with a plastic cap marked "SLSS RS 6612";

Thence South 86 deg. 56' 14" East along the North line of Farm Lot 2, and along the South line of 47.874 acre tract and along the South line of 4.359 tract and along the South line of 4.359 acre tract now or formerly owned by James and Jean Rolffs, as described in Deed Book 472, Page 287, and along the South line of a 5.211 acre tract now or formerly owned by James and Jean Rolffs, as described in Deed Book 430, Page 113, (passing iron pipes found at 728.38 feet and 1,059.98 feet) a total distance of 1,368.25 feet to an iron pipe found, being the Southeast corner of the said 5.211 acre tract, also being the Northwest corner of a 16.019 acre tract now or formerly owned by Shapter Limited Partnership, as described in Deed Book 520, Page 706;

Thence South 03 deg. 02' 01" West, along the West line of the said 16.819 acre tract, a distance of 570.68 feet to an iron pipe found, being the Southwest corner of the said 16.819 acre tract;

Thence North 87 deg. 10' 23" West a distance of 1,368.25 feet to an iron bar set;

Thence North 03 deg. 01' 58" East, a distance of 576.32 feet to the TRUE POINT OF BEGINNING; Containing 18.014 acres, more or less, being part of the said 129.18 acre tract; subject to all easements, restrictions and rights-of-way, if any of record.

EXCEPTING therefrom, the following described Third Exception:

Situated in the State of Ohio, County of Delaware, Township of Troy, being part of Farm Lot 2, Section 2, Township 5, Range 19 of the United States Military Lands, being 6.143 acres out of a 106.614 acre tract conveyed to Dale E. Walters or his successors in trust under the Dale E. Walters Trust Agreement date March 3, 1981, in Deed Book 583, Page 143, and being more particularly bond and described as follows:

Begin for reference at the intersection of the centerline of Troy Road (County Road 7) with the Northwesterly corner of said Farm Lot 2 and the Southwesterly corner of Farm Lot 3;

Thence South 00 deg. 15' 00" West, a distance of 1615.38 feet, with said centerline to a point at the Northwesterly corner of a 5.002 acre tract conveyed to William D. Walters by Deed Book 522, Page 339;

Thence South 88 deg. 56' 51" East a distance of 618.79 feet, with the Northerly line of said 5.002 acre tract, (passing an iron pin found at 30.00 feet), to an iron pin set at the TRUE PLACE OF BEGINNING of the herein described 6.143 acre tract;

Thence through said 106.614 acre tract, the following five (5) courses and distances:

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26-28265

SCHEDULE A

(Continued)

6) North 34 deg. 09' 27" East, a distance of 219.88 feet to an iron pin set;

7) North 01 deg. 35' 11" West a distance of 245.20 feet to an iron pin set;

8) North 74 deg. 25' 35" East, a distance of 429.36 feet to an iron pin set;

9) South 52 deg. 37' 06" East, a distance of 600.70 feet to an iron pin set;

10) South 05 deg. 02' 13" West a distance of 256.72 feet to an iron pin set in the Southerly line of said 129.18 acre tract and the Northerly line of 9.047 acre tract conveyed to Chris R. Richards by Official Record Volume 0206, Page 2525;

Thence North 88 deg. 56' 51" West, a distance of 292.38 feet, along said line to an iron pin found at the Southeasterly corner of said 5.002 acre tract;

Thence North 14 deg. 01' 38" West, a distance of 351.00 feet along the Easterly line of said 5.002 acre tract to an iron pin found at the Northeasterly corner of said 5.002 acre tract;

Thence South 85 deg. 49' 17" West, a distance of 448.47 feet along the Northerly line of said 5.002 acre tract to an iron pin found at a Northwesterly corner of said 5.002 acre tract;

Thence South 26 deg. 55' 57" West, a distance of 264.58 feet to an Iron pin set, being a Southwesterly corner of said 5.002 acre tract;

Thence North 88 deg. 56' 51" West a distance of 40.59 feet to the TRUE PLACE OF BEGINNING, containing 6.143 acres, more or less, subject to all easements, restrictions and rights-of-ways of record.

Bearings are based on the centerline of Troy Road (County Road 7) (North 00 deg. 15' 00" West) as described in Deed Book 583, Page 143.

The above legal description is based on a plat of survey entitled "Plat of Survey of a 6.143 acre tract for Dale E. Walters and Evelyn M. Walters" by Floyd Browne Associates, Inc. dated October 29, 2004.

This legal description is for the transfer to adjoining parcel only.

All iron pins set are 5/8-inch rebar with an orange plastic cap stamped "FBA INC".

All references are to the records of the Recorder's Office, Delaware County, Ohio.

There remains in Tract 1, after the three exceptions, 100.021 acres, more or less.

2648 Troy Road
Delaware, Ohio 43015

PPN: 519-240-01-002-000

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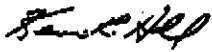
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26-28265

SCHEDULE A
(Continued)

Date: May 8, 2026
Chicago Title Agency of Marion, Inc.



Kevin R. Hall, President

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SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed from WDW Land LLC, an Ohio limited liability company to TBD.
5. Resolution or Operating Agreement on behalf of the Seller, identifying the Member(s) and who has authority to sign documents for the sale of real estate.
6. Any instrument of conveyance creating an insured interest must comply with local rules on descriptions and conveyances pursuant to Sections 315.251 and 319.203 of the Ohio Revised Code.

NOTE: Approval must be obtained from the County Engineer's Office prior to the recording the above described instrument.
7. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
8. Payment of taxes, charges, and assessments levied and assessed against the subject premises, which are due and payable.
9. Owners/Sellers Affidavit covering matters of title in a form acceptable to the Company.
10. Receipt of proof of corporate status, limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/company/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolutions authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
11. Survey satisfactory to the Company be provided, if survey exceptions are to be deleted.

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26-28265

SCHEDULE B, PART I

(Continued)

12. Location survey satisfactory to the Company be provided, if a survey exception endorsement is requested to be provided on the final lender's policy.
13. ALTA 8, EPL, and OH-21 Survey Exception and any other endorsements, if requested, to be added final lender's policy.
14. If a zoning endorsement is requested, the following is required: A letter from the appropriate governmental planning and zoning officials, and/or ALTA/ACSM survey setting forth items 2(b)(i-v) from the endorsement and surveyor's certification that there are not violations.
15. Further exceptions and/or requirements may be made upon review of the proposed documents and/or upon further certification that there are no violations.
16. Satisfactory evidence, in a form acceptable to the Company, that all improvements and/or repairs or alterations thereto are completed, and that the contractor, subcontractor, labor and materialmen are paid in full.
17. Pursuant to 3953.32 of the Ohio Revised Code, any Closing Protection Coverage required for a real estate closing taking place on or after January 1, 2007, can be provided only upon an Ohio Department of Insurance approved and transaction specific form.

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72C170B35

ALTA Commitment for Title Insurance (7-1-2021) w-OH Mod
Adopted (12-1-2022)

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26-28265



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. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
8. Pursuant to O.R.C. Section 1509.31, the following exception will appear on any loan policy: Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy.
9. No liability is assumed for tax increases occasioned by the retroactive revaluation or revaluation as a result of changes of land usage, loss of any homestead, board of revision cases or tax appeal cases
10. Assessments, if any, not yet certified to the County Auditor.
11. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
12. Representations of the acreage or area in the property descriptions in Schedule A or on the survey, if any.

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SCHEDULE B, PART II
(Continued)

13. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.
14. Right-of-Way to The Southern Ohio Electric Company, filed for record April 16, 1930, in Volume 6, Page 303 of the Delaware County, Ohio Records.
15. Oil and Gas Lease by and between Dale E. Walters and Evelyn M. Walters (lessor) and Diversified Resources Limited (lessee), filed for record June 1, 1984 in Volume 42, Page 383 of the Delaware County, Ohio Records. NOTE: FOR FURTHER CONDITIONS, SEE RECORD. THIS COMPANY HAS MADE NO FURTHER EXAMINATION UNDER THE ABOVE INSTRUMENT.
16. Right-of-Way to Columbus Southern Power Company, filed for record June 21, 1990, in Volume 525, Page 316 of the Delaware County, Ohio Records.
17. Easement to Buckeye Valley Local Board of Education, Delaware County, Ohio, filed for record January 5, 1994, in Volume 567, Page 427, of the Delaware County, Ohio Records.
18. Right-of-Way to Columbus Southern Power Company, an Ohio Corporation, filed for record February 6, 2008, in OR Book 829, Page 1410 of the Delaware County, Ohio Records.

Addendum to right of way and easement filed for record February 15, 2013, recorded in OR Book 1194, Page 601, of the Delaware County, Ohio Records.
19. Title to that portion of the insured premises within the bounds of any legal highways.
20. Rights of tenants in possession as tenants only under unrecorded leases.
21. Taxes for the year of 2026 and subsequent years are a lien, but are not yet due and payable. The County Treasurer's General Tax Records for the tax year 2025 are as follows
PPN 519-240-01-002-000
Taxes for the first half are paid.
Taxes for the second half are a lien, now due and payable July 10, 2026.
First half amount \$3,516.25
Second half amount \$3,514.21.

Note: The above shown figures and due dates are subject to change due to Ohio tax reform bill 186 and the county must be contacted to confirm due date and payoff.

The above amount includes the following special assessments:

Assessment for 11-294 DELAWARE RUN DITCH MAINT in the amount of \$2.04 for the first half only.

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72C170B35

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26-28265

6706

Emma Wallace et al

to
The Southern Ohio Elec. Co.

GRANT OF RIGHT OF WAY.

KNOW ALL MEN BY THESE PRESENTS: That we,

the property owners along and in the vicinity

of Road No. 7, otherwise known as the Troy

road, between the intersections of Road No.

192 and Road No. 202, grantors, An consideration

of One Dollar and other valuable consideration, to them paid by The Southern Ohio Electric Company, grantees, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey to said The Southern Ohio Electric Company, its successors and assigns forever, the perpetual right and easement to erect and maintain electric lines, consisting of conduits, poles, wires, and distributing appliances, for the purpose of distributing transmitting and commercially using electricity, on over and across the following real estate to-wit:-

Located in Township No. 5 of Troy, Range 19, Section No. 2, and over lots No. 1, 2, 3, 4, 5, 6, 7, and 8. Also Township No. 6 of Troy, Range 19, Section No. 3, and over lots Nos. 14, 15, 16, 17, 24 and 25. Also located in Township No. 6 of Marlborough, Range 19, Section No. 2, and over lots No. 10, 11, 15, 16, 17, and 18, County of Delaware, State of Ohio. The route to be taken by said lines across said lands shall be as follows: Beginning at or near the intersection of Road No. 192, otherwise known as the Hills-Miller road, and Road No. 7, thence north along the Troy road to the intersection of Road No. 202, known as the Howard-Norton and Windsor road, a distance of approximately seven miles.

With full right and authority to the grantee, its successors and assigns, to enter at all times upon said premises, for the purpose of constructing, repairing, replacing and maintaining conduits, towers, poles or other supports, and wires and distributing appliances, with all necessary braces, guys, anchors and transformers, and stringing upon such towers, poles or other supports or supporting therefrom, or placing in such conduits, lines of wire or other conductors for the transmission of electric energy and to trim or remove any trees which at any time may interfere or threaten to interfere with the maintenance of such lines.

Signed this 14th day of April, 1930.

Signed and acknowledged in the presence of:

P. H. Druggan

J. W. Clark

Robert P. Hills

Emma Wallace
L. C. Warren
Inez Warren
P. P. Hills
H. K. Freshwater
Lena Freshwater
J. L. Sonner
Mrs. J. L. Sonner
James Lee
Edna Donovan
Elsie Sonner
The Delaware Savings Bank Co.
Delaware, Ohio
by F. P. Hills, President,

State of Ohio, Delaware County, ss.

Be it remembered that on this 14th day of April, 1930 personally appeared before me, the undersigned, a Notary Public in and for said county, the above named Emma Wallace, L. C. Warren, Inez Warren, P. P. Hills, H. K. Freshwater, Lena Freshwater, J. L. Sonner, Mrs. J. L. Sonner, James Lee, Edna Donovan, Elsie Sonner, grantors in the foregoing grant, and acknowledged the execution thereof to be their voluntary act and deed. In Testimony whereof, I have hereunto signed my name and affixed my official seal on the day and year last above mentioned.

Seal

J. W. Clark
Notary Public, Delaware County, Ohio.

My commission expires March 20, 1933.

Received April 16th 1930 at 11:30 A. M.
Recorded April 18th 1930
Fee \$1.25

Hert White
County Recorder,

OIL AND GAS LEASE

OH-1- 50-B
Extension

Form GAT (83)

THIS AGREEMENT, made and entered into this 17th day of April, 1984, by and between
Dale E. Walters and Evelyn M. Walters (Husband and Wife)of 2648 Troy Road, Delaware, Ohio 43015 (Phone) (614) 362-2030

hereinafter called the Lessor, and

DIVERSIFIED RESOURCES LIMITED, Hudson's Bay Centre, Suite 1500, 1600 Stout Street, Denver, Colorado 80202 (303) 595-3957

hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of one dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operation for, producing and removing oil and gas and all the contents thereof, and of injecting air, gas, brine and other substances from any source and into any subterranean strata, other than potable water strata and workable coal strata, (including but not limited to the right to inject any wells on the leasehold property and to otherwise conduct all such secondary or tertiary operations as may be required in the opinion of the Lessee,) and to transport by pipeline or otherwise across and through said lands oil, gas and their constituents from the subject and other lands, regardless of the source of such gas or the location of the wells, and of placing of tanks, equipment, roads and structures thereon to produce and operate for the said products, together with the right to enter into and upon the leased premises at all times for the aforesaid purposes, being all that certain tract of land situated in Section/Lot/District No. 2 of Troy 19-5-2 Township Delaware County, Ohio, bounded substantially as follows:

North by lands of Paul L. Wilkinson, Buckeye Valley Board of Education, James & Jean RoliffsEast by lands of Walter J. Shapter, Jr., Michael & Mary FisherSouth by lands of Herbert & Marcia WarrenWest by lands of Troy Roadbeing all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/Districts, containing 130 acres, more or less, and being the property described in Deed Volume 380, Page 313 of the Delaware County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of six months (6) months from the date hereof, or so much longer thereafter as oil or gas or their constituents are produced or are capable of being produced on the premises in paying quantities, in the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil or gas and as provided in Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within six months from the date hereof, a well shall be commenced on the premises.

A well shall be deemed commenced when preparations for drilling have been commenced.

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

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or all Lessee's portion to pay Lessor the market price for such one-eighth (1/8) royalty at the published rate for oil of like grade and gravity prevailing on the date such oil is run into tanks or pipelines.

(B) To pay to the Lessor, as royalty for the gas marketed and used all the proceeds and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 inches above 14.73 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and stipulated flowing temperature of 60° Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation or compression paid by Lessee, on the basis of the gas-to-oil ratio of royalty for gas marketed during any calendar month to be on or about the 30th day after receipt of such lands by the Lessee.

(C) Lessee to make from payments in (A) and (B) above free of cost to the Lessor's pro rata share of any tax imposed by any governmental body.

(D) In the event Lessee does not sell the gas to others, Lessor shall receive the share of the lowest field market price paid by any public utility in the state at the well head for gas of like kind and quality, and on the same basis that such utility would pay for such gas, including any escalation in price that such utility would pay for such gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to Direct to Lessor at Above address.

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

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

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

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessor agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty in the amount and under the terms hereinabove provided for delay rental until production is marketed and sold off the premises or such well is plugged and abandoned according to law. In the event no delay rentals are tried, the advance royalty payable hereunder shall be made on the basis of \$2.00 per acre per year.

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

10. The Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or estate therein with other lands to form an oil and gas development unit of not more than 80 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such 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 provisions and covenants of this lease in the same effect as if all the lands comprising said unit were described in and subject to this lease. However, that only the owner of the lands on which such well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees in accept, in law of the one-eighth (1/8) oil and gas royalty herebefore provided, that proportion of such one-eighth (1/8) royalty which the Lessee consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil and gas lease setting forth the tracts or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinafter set forth unless the Lessee is furnished with another address. If the well on said development unit shall therefore be shut in, the well rental fee shall in royalty herebefore provided for such unit shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

See back of Lease for clause regulating consolidation by Lessor approval.

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

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

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

See back of Lease for clause regulating assignment by Lessor approval.

14. The Lessee shall have the right to request the Lessor, at any time, to conduct all or any part of, on, through and on the premises and pay all damages to the Lessor for any operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Lessee does not knowingly agreed upon, to be indemnified and exonerated by the Lessor, or any other person, or to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraisal and shall share the cost of the final appraisal. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

See Lease Addendum for clause regarding pipelines and damages.

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

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

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

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

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them. Lessor further agrees to sign such additional documents as may be reasonably requested by Lessee to perfect Lessee's title to the oil and gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others. See Lease Addendum attached hereto and made a part hereof. There will be no consolidation without the express written consent of Lessor. This Lease will not be assigned, in whole or in part, without the express written consent of the Lessor. Lessee may, however, assign Working Interest and Overriding Royalty Interest. If at the end of the primary term of this Lease, Lessee has not drilled a well or there is no producing well on the within-leased premises, or a consolidation thereof, then Lessee shall file of

WITNESS WHEREOF the Lessors have hereunto set their hands, record at the county courthouse a Release of Lease.

Signed and acknowledged in the presence of:
Debra Millard _____
Dale E. Walters _____
Evelyn M. Walters _____
Witnessed as to all signatures _____

STATE OF OHIO)
COUNTY OF DELAWARE) SS: INDIVIDUAL

Before me a Notary Public in and for said county and state personally appeared the above named Dale E. Walters and Evelyn M. Walters
(husband and wife)

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

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Delaware, Ohio
this 17th day of April, 1984

DEBRA MILLARD
Notary Public, State of Ohio
My Commission Expires March 4, 1988
STATE OF _____
COUNTY OF _____

Before me a Notary Public in and for said county and state personally appeared _____
and _____
the President and Secretary, respectively, of _____

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

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

Notary Public

This instrument was prepared by DIVERSIFIED RESOURCES LIMITED, Hudson's Bay Centre, Suite 1500, 1600 Stout St., Denver, CO 80202 (303) 595-3957

No. <u>26317</u>	Acres _____
OIL AND GAS LEASE	
From _____	To _____
Post Office _____	Located _____
Date <u>June 1 1984</u>	Terms _____ Years
Record for Record <u>2:32 PM</u>	Recorded <u>June 7 1984</u>
Book <u>42</u>	Page <u>883</u>
<u>Debra Millard</u> Notary Public Delaware County Recorder \$12.00	
MAIL <u>DM Resources Co</u> <u>2111 Knight NW</u> <u>Massillon, Ohio</u> <u>44646</u> Jerman Printing, Alliance, Ohio	

For assignment of this lease
See Lease Vol. 42 Page 572
For Assignment of this lease
See Lease Vol. 42 Page 572
C-11-27-84

Lease Addendum to Oil and Gas Lease dated April 17, 1984

Well and Surface Equipment Location Approval by Lessor

The location of any well and substantial surface structures (tanks, separator, etc.) shall be designated by lessee but shall be subject to lessor's approval which lessor agrees will not be unreasonably withheld or delayed. Lessor recognizes that the location of the well and other structures are subject to compliance with applicable laws, rules and regulations and lessor's approval must be given so as to permit lessee to exercise the rights herein granted in a reasonable manner.

Road Location Approval by Lessor

The location of any access roads or drives shall be subject to lessor approval which lessor agrees will not be unreasonably withheld or delayed and will be given so as to permit lessee to exercise the rights herein granted in a reasonable manner.

Restoration

See below for clause regarding pipelines and approval by Lessor.

Within six (6) months, weather permitting, after lessee completes any well located on the Premises, lessee shall generally restore the portions of the Premises affected thereby, except the area needed for continued operations, to a condition reasonably similar to that existing prior to exercise of lessee's rights hereunder; provided, however, that lessee shall not be required to plant or replace trees, shrubbery or plantings other than grasses.

Free Gas

lessor may lay a line, subject to the terms and conditions contained in Paragraph #6 of the within Oil and Gas Lease, to one gas well on the Premises, but not to any well drilled on lands consolidated or pooled with the Premises, and take 200,000 cubic feet of gas per year produced from said well for use for heat in one (1) dwelling on said land at lessor's own risk and expense, subject to the use and right of abandonment of the well by lessee. The measurements and regulation of gas so taken shall be by meter and regulators set at the tap on the line at lessor's expense.

lessor recognizes that the supply of "free gas" can be interrupted from time-to-time due to ordinary and necessary well maintenance and other factors. Lessee recommends that lessor maintain(s) an alternate source of energy for said dwelling.

General Release

lessor does hereby release, discharge, cancel and acquit lessee, its heirs, assigns, devisees, and all others of whatsoever nature of any and all liability caused by lessor's use of said "free gas". Lessor also understands said "free gas" is rich in liquid hydrocarbons and that lessor's installation and pipeline to said "free gas" will provide all applicable safety regulators, pressure regulator, separators, drips, etc. to properly use said "free gas".

The Right to Buy

The lessor reserves the option to buy the well equipment at the salvage value at the time of the abandonment of the well by the lessee. This right will remain in effect 30 days after the lessee informs the lessor that the well is to be abandoned. The lessor agrees to comply with all the state and local regulations regarding the continued operation of the well and agrees to hold the lessee harmless from any claims resulting from continued operations.

Delva M. McLeod

Dale E. Walters

Lessor Dale E. Walters

Robert D. Thompson

Evelyn M. Walters

Lessor Evelyn M. Walters

Witness as to all signatures

**No pipelines shall be laid on the within-leased premises until lessee has obtained from lessor express written consent as to the location of said pipelines. All damages to field tile as a result of lessee's operations under this lease, whether said damages are as a result of drilling operations or laying of pipelines, shall be paid by lessee to lessor per Clause # 14 of the within lease. Lessor shall attempt, insofar as it is possible, to indicate to lessee the location of field tile so as to allow lessee to keep damages to said tile to a minimum.*

DELAWARE COUNTY, OHIO
 FILED FOR RECORD AUG 24 1984
 RETURNED AUG 30 1984 Lease RECORD 34502
 VOL 42 PAGE 597
 COUNTY RECORDER
 PARTIAL ASSIGNMENT OF OIL AND GAS LEASE

92205

KNOW ALL MEN BY THESE PRESENTS: THAT DIVERSIFIED RESOURCES LIMITED, Hudson's Bay Centre, Suite 1500, 1600 Stout Street, Denver, Colorado 80202, a Colorado Corporation (hereinafter referred to as "ASSIGNOR"), for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, has transferred and assigned and by these presents does hereby transfer and assign unto Funk Exploration, Inc., 210 W. Park Avenue, Suite 1000, Oklahoma City, Oklahoma 73102, its successors and assigns (hereinafter referred to as "ASSIGNEE"), without warranty of title, express or implied, all of ASSIGNOR'S right, title and interest in and to the oil and gas leases and lands as said leases are described in Exhibit "A" which is attached hereto and made a part hereof for all purposes.

Said Oil and Gas Leases, limited as described above, shall hereinafter sometimes be referred to as the "Subject Leases" and the lands described above shall hereinafter sometimes be referred to as the "Subject Lands".

This assignment is expressly made subject, however, to the following reservations, terms, covenants and conditions, to-wit:

1. OVERRIDING ROYALTY INTEREST: Assignor further reserves unto itself an overriding royalty interest of 6.25% of all oil, casinghead gas, gas, gas condensate, distillate and gaseous substances produced and saved from the land covered by said oil and gas leases described on Exhibit "A" attached hereto. Said overriding royalty interest shall absorb all royalties, overriding royalties, production payments and other like interests in the production with which the subject leases are burdened as of the date of the agreement referenced in Paragraph 7 thereof. In no event is Assignee to be assigned leases with a net revenue interest of less than 80%.

ASSIGNEE, with respect to such overriding royalty interest, shall correctly gauge production and promptly furnish ASSIGNOR with copies of all contracts for the sale of oil and/or gas, and if requested by ASSIGNOR, monthly reports showing number of wells and producing days, leases stocks and runs, copies of run tickets as to all oil sold or used off the Subject Lands and casinghead gas and/or dry gas sold to others or used off the Subject Lands.

2. LESSER INTEREST REDUCTION: In the event the Subject Leases cover less than the entire mineral estate in the oil and gas in the Subject Lands, or in the event ASSIGNOR's interest in the Subject Leases is less than the entire, then the overriding royalty interest reserved herein shall be reduced to the proportion thereof that ASSIGNOR'S interest in the mineral estate in the oil and gas in the Subject Lands under the Subject Leases bears to the entire mineral estate in the oil and gas in the Subject Lands.

3. RENEWAL AND NEW LEASES AND EXTENSIONS: In the event a renewal or new lease, or a portion of such a lease, covering an interest under the Subject Leases in the Subject Lands, or a portion hereof, is acquired by ASSIGNEE within one (1) year from the date of the expiration or termination of the Subject Leases, then the rights and interests retained and reserved herein by ASSIGNOR shall attach and apply to such renewal or new lease insofar as it covers the Subject Lands, as if such renewal or new lease had been assigned as a Subject Lease by ASSIGNOR under this Assignment. ASSIGNEE agrees to execute and deliver to ASSIGNOR such assignments as are necessary to establish ASSIGNOR's right, title and interest in such renewal or new lease. This provision shall apply in like manner to any extension of the Subject Leases.

4. SURRENDER OF SUBJECT LEASE: In the event ASSIGNEE desires either to surrender the Subject Leases, or a portion thereof, or to allow the Subject Leases to expire or terminate, ASSIGNEE shall notify ASSIGNOR in writing to the attention of the Land Manager, Hudson's Bay Centre, Suite 1500, 1600 Stout Street, Denver, Colorado 80202, at least sixty (60) days prior to such surrender or expiration date, and, at ASSIGNOR'S election, ASSIGNEE shall reassign the Subject Leases, or portion thereof, to be relinquished or allowed to expire or terminate to ASSIGNOR. Any such reassignment shall be free and clear of all liens and encumbrances, overriding royalties, or other payments out of production not existing at the time of this Assignment.

MAIL

Prepared by:
 FUNK EXPLORATION
 210 West Park Avenue
 Suite 1000
 Oklahoma City, OK 73102

581

042 507

63 226

FOR REQUEST FOR CANCELLATION
 SEE CR 1415 761 928
 AND 761 930

VOL 63 PAGE 227

5. **LIENS:** It is agreed by and between ASSIGNOR and ASSIGNEE, that each party will keep its interest in the Subject Leases free and clear of all liens that might attach to the interest of the other party whether by operation of law, or otherwise.

6. **INDEMNITY:** ASSIGNEE shall defend, indemnify and hold ASSIGNOR harmless from all claims, causes of action or lawsuits arising from ASSIGNEE's performance, or non-performance, of operations conducted hereunder, or arising from ASSIGNEE'S failure to comply with any express or implied covenants of the Subject Leases, and pay all expenses incurred and attorney's fees by ASSIGNOR paid in the event ASSIGNEE fails to defend or if it is necessary to bring suit to enforce this Indemnity provision.

7. **AGREEMENT:** This Assignment is expressly made in conformance with and subject to the terms, covenants and conditions of that certain Agreement dated February 29, 1984, between ASSIGNOR and ASSIGNEE herein.

8. **HEADINGS FOR CONVENIENCE:** The paragraph headings used in this Assignment are inserted for convenience only and shall be disregarded in construing this Assignment.

TO HAVE AND TO HOLD the same unto the said ASSIGNEE, its successors and assigns, according to the terms covenants and conditions of the Subject Leases, the said ASSIGNEE to perform all such terms, covenants, and conditions thereof as to the Subject Lands, as well as all of the terms, covenants and conditions hereof.

The reservations, terms, covenants and conditions hereof shall be bidding upon and shall inure to the benefit of ASSIGNOR and ASSIGNEE, their respective successors and assigns, and shall attach to and run with the Subject Leases and the Subject Lands and with each transfer or assignment thereof.

WITNESS THE EXECUTION HEREOF on this 14 day of May, 1984.

ATTEST:

DIVERSIFIED RESOURCES LIMITED

By: Paul Abbey
PAUL ABBEY
ASSISTANT SECRETARY

By: Mark E. Weiss
MARK E. WEISS
PRINCIPAL

BETTY J. POLING
CONDER, UNION CO., OHIO

STATE OF Colorado)
CITY OF)
COUNTY OF DENVER)

1984 JUL 16 PM 12:35
VOL 63 PAGE 581
4100.10

On this 14 day of May, 1984, before me personally came Mark E. Weiss, who, being duly sworn by me, acknowledged that he is a Principal Officer of Diversified Resources Limited, a Colorado corporation, that he executed the foregoing instrument in the name of said entry, that he had the authority to execute the same, and that he executed the same as the act and deed of said entity for the uses and purposes therein stated.

Witness by hand and official seal.

My Commission Expires 2-24-88

Andrea Lischer-Waterhouse
Notary Public

Address: 2215 Grape Street
RECEIVED FOR RECORD 80207

June 25 1984
AT 9:20 O'Clock A M
Recorded June 27 19 84
IN RICHLAND COUNTY RECORDS

Volume 63 Page 226 thru 230
R. E. Orewiler
26th Richland County Recorder
R. E. OREWILER

FUNK EXPLORATION
210 West Park Avenue
Suite 1000
Oklahoma City, OK 73102

DIVERSIFIED RESOURCES LIMITED

TO

RICHARD F. INDEN, ET AL

ASSIGNMENT OF OVERRIDING ROYALTY INTEREST

KNOW ALL MEN BY THESE PRESENTS:

THAT, the undersigned, Diversified Resources Limited, a Colorado corporation, with offices at Hudson's Bay Centre, Suite 1500, 1600 Stout Street, Denver, Colorado 80202, (hereinafter called "Assignor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the following Assignee(s), its/their successors and assigns, an overriding royalty interest, in the percentage(s) as set forth below opposite its/their name(s), of all oil, gas and casinghead gas produced, saved and marketed from the oil and gas lease(s) and lands as described in Exhibit "A" attached hereto and made a part hereof.

<u>Assignee(s)</u>	<u>Overriding Royalty Interest</u>	<u>Net Revenue Interest</u>
Richard F. Inden 2256 Brentwood Street Lakewood, Colorado 80215	1.09375%	.0109375
Jeffrey I. Friedman 600 Beta Drive Cleveland, Ohio 44143	1.10391%	.0110391
Paul Abbey 375 Birch Street Broomfield, Colorado 80020	.25000%	.0025000
Diversified Resources Limited Hudson's Bay Centre, Suite 1500 1600 Stout Street Denver, Colorado 80202	3.80234%	.0380234

The creation and assignment of the overriding royalty interest(s) above shall remain separate and shall not be deemed to merge and become part of any working interest owned by any Assignee(s) named herein. It is the intention of this Assignment to convey to the Assignee(s) the above-stated net revenue interest(s).

If the Oil and Gas Lease(s) on Exhibit "A" cover less than the entire mineral estate of the lands described on said Exhibit "A", then the overriding royalty interest(s) herein conveyed shall be reduced proportionately.

Said overriding royalty interest(s) herein assigned shall be free and clear of any and all cost and expense of development and operations thereof, excepting taxes that may be levied and assessed against said overriding royalty interest(s) or the production therefrom and is made subject to all prior assignments and agreements covering the lease(s) and lands described in Exhibit "A".

Assignor hereby reserves to itself, its successors and assigns, the right and power to pool the interest(s) assigned hereby with any other lands, lease(s) or interest(s) therein which Assignor, in its sole judgment, may deem prudent for development purposes and without the necessity of the joinder

CAMBRO-ORDOVICIAN PROSPECTS
Delaware County

This instrument was prepared by DIVERSIFIED RESOURCES LIMITED, 1600 Stout Street Suite 1500, Denver, CO 80202 (303) 595-3957

LIFE 0043 PAGE 053

or approval from any such pooling by Assignee(s), its/their successors and assigns and if said oil and gas lease(s) or any part thereof are pooled accordingly, then the overriding royalty interest(s) herein conveyed shall be reduced in the proportion that the acreage burdened by said overriding royalty interest(s) bears to all the acreage included in any such pooled unit.

This Assignment is made without warranty of title, either express or implied.

EXECUTED this 25th day of October, 1984.

ATTEST:

DIVERSIFIED RESOURCES LIMITED
(a Colorado corporation)

By: Paul Abbey
Assistant Secretary

By: Barry Curtiss-Lusher
President

STATE OF COLORADO)
CITY AND) ss.
COUNTY OF DENVER)

On this 25th day of October, 1984, before me personally came Barry Curtiss-Lusher, who, being duly sworn by me, acknowledged that he is the President of Diversified Resources Limited, a Colorado corporation, that he executed the foregoing instrument in the name of said entity, that he had the authority to execute the same, and that he executed the same as the act and deed of said entity for the uses and purposes therein stated.

Witness my hand and official seal.

My Commission Expires: 1/25/88

Nancy A. Silvers
Nancy A. Silvers, Notary Public

Address: 1600 Stout Street, #1500
Denver, Colorado 80202

30584
DELAWARE COUNTY, OHIO
FILED FOR RECORD DEC 3 - 1984
AT 9:30 O'CLOCK AM
RECORDED 11/11/84
VCL. 43 PAGE 53

Monthly Conant

COUNTY RECORDER
FEE \$ 152.00 KB

Diversified Resources Ltd.
1600 Stout St Suite 1500
Denver, Colorado 80202

Right Of Way And Easement

COLUMBUS SOUTHERN POWER

VOL 525 PAGE 316

(Hereinafter called "Grantor(s)") in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable consideration received from Columbus Southern Power Company (hereinafter sometimes called "Grantee") does hereby grant and convey unto the said Columbus Southern Power Company, its successors, assigns, lessees and licensees, so long as the same may be used, a right of way and easement for lines for the transmission and/or distribution of electric energy for any and all purposes for which electric energy is now, or may hereafter be used, together with the right to construct, either underground or overhead, all towers, poles, structures, and appurtenant wires, cables, conduits, manholes, anchors, grounding systems, counterpoises, communication circuits, equipment and all other apparatus and fixtures necessary, convenient or incidental to the use of said right of way and easement and add to the number of wires, conduits, cables, anchors or other incidental equipment; and the right to construct, reconstruct, erect, operate, repair, maintain, use, relocate, enlarge, extend, remove and replace said facilities, and for the attachment and carrying of the wires and cables of other companies using electric energy in the conduct of their business, upon, over, under and through the following property situated in R...19... T...5... Sec...2... Fr... Survey...BMM... in the ...County of ...Delaware... and State of Ohio, and known as ...acres, more or less, or lots...as the same is more particularly described in the deed dated ...5 June 1969... and recorded in ...Deed Book 380 page 313... from ...Clara Halla Swartz... to ...Dale Walters and Evelyn Walters... Recorder's office... Delaware... County, Ohio.

Said lines shall be constructed within the limits of a ten (10) foot wide strip of land, the centerline being the underground cable as installed; the approximate location being as shown on the attached Exhibit "A" and made a part hereof.

~~This agreement shall be xxxxxxxxxx feet in width, the centerline being the underground cable as installed.~~

In the case of underground services, the Grantee is hereby granted the right and easement to install the necessary service facilities, which shall remain the property of the Grantee, from its distribution feeder lines, in such location or locations as may be necessary to serve with electric energy the building or buildings, existing or to be constructed on the subject property or lots.

If at any time the Grantee is required by the State Highway Department or any other governmental authority having control over highways to relocate said transmission and/or distribution line or any towers, poles, structures or above-mentioned appurtenances, then the Grantee may and is hereby granted the right to relocate said transmission and/or distribution line or any towers, poles, structures or above-mentioned appurtenances along the existing highway or any highway established hereafter.

Said Grantee, its successors and assigns, by its employees and agents, shall have the right of ingress to and egress from said right of way and easement over property belonging to the Grantor(s) its heirs, successors or assigns.

Said right of way and easement includes the right to cut, trim and remove or otherwise control such trees, shrubbery, undergrowth or overhanging branches or other obstructions, both within and without the limits of the right of way and easement, as, in the opinion of such Grantee, may now or at any time hereafter interfere with the construction, use, maintenance or successful operation of said facilities and/or the transmission and/or distribution of electric energy thereby.

The Grantee hereby agrees to pay for damages to the stock, growing crops, fences, gates, drains, ditches, or structures of the Grantor(s) or the disturbance of seeded lawns done by the Grantee or its employees while engaged in the construction or maintenance of said electric energy line.

The Grantor(s) shall have the right to use said right of way and easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted; however, Grantor, for Grantor and Grantor's heirs, successors, and assigns, agrees that they will not cause or permit any structure or building to be built or placed within the easement area; change the level of the ground by excavation or mounding without the written consent of the Grantee; drill or operate a well; maintain any pile or debris within the right of way or easement herein granted; interfere in any way with the lateral support of the towers, poles, or other structures placed by Grantee on said right of way or easement, nor permit any excavation deeper than eighteen (18) inches within said easement area except for utilities, but such utilities shall not interfere with the Grantee's right to locate, construct, operate, and maintain its facilities as herein granted.

Grantor has full power to convey this right of way and easement, and warrants and will defend the same against all claims by any persons.

Witness...hand...this...day of...198...

Signed and acknowledged in the presence of:

[Signature]

BY: *[Signature]*
Dale Walters

BY: *[Signature]*
Evelyn Walters

State Of Delaware County, SS:

Before, a Notary Public in and for said county and state, personally appeared the above named

Mr. Dale Walters & Evelyn Walters

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

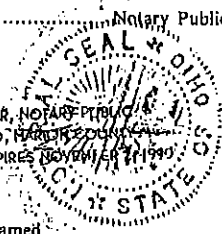
In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this 12th day of May, 1990.

Donn L. Lauer

Notary Public

Commission expires.....day of....., 19.....

DONN L. LAUER, NOTARY PUBLIC
STATE OF OHIO, HAMILTON COUNTY
MY COM. 1155/CN EXPIRES NOVEMBER 11, 1990



State Of Ohio.....County, SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named

who acknowledged that did sign the foregoing instrument and that the same is free act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal this..... day of....., 19.....

Notary Public

Commission expires.....day of....., 19.....

(The above form of acknowledgement is to be used if the Grantors are individuals.)

Serial No 65875

Recorder's File No

2781

Walters, Dale
*
Evelyn
TO

Columbus Southern
Power Company

215 N. 1st St. Cal. 43215
CH

Right of Way and
Easement

DELAWARE COUNTY: OHIO	
FILED FOR RECORD	JUN 21 1990
RECORDED	2:31 O'CLOCK PM
VOL	525
PAGE	316
HAY C. Corbin	
COUNTY RECORDER	
FEE \$ 12.00	

May 19-5-2

State Of Ohio.....County, SS:

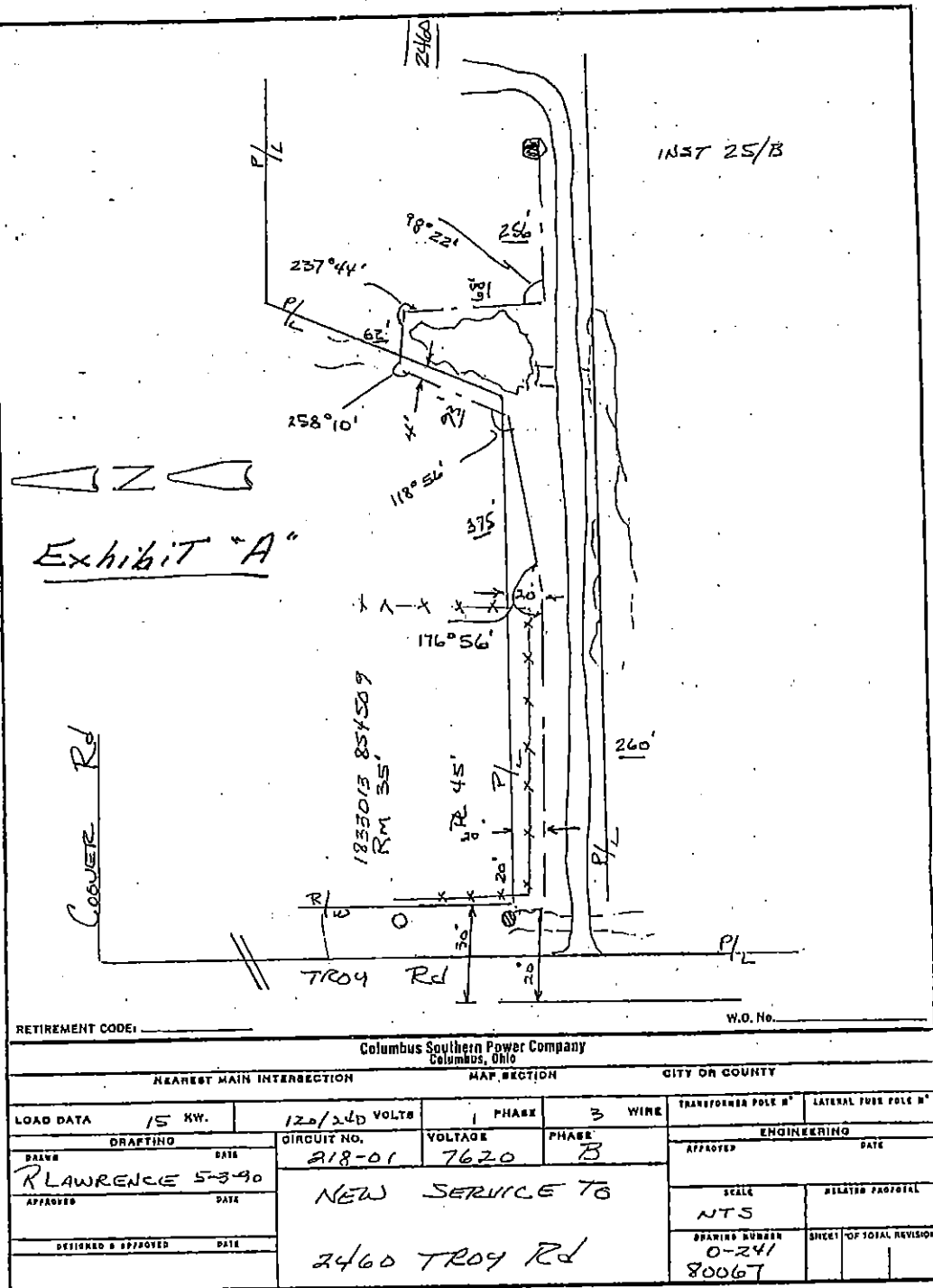
Personally came before me, this.....day of....., 19....., the above named and to me known to be the and....., respectively of the above named corporation, and by me duly sworn, did severally depose and say that they executed the foregoing instrument for and on behalf of said corporation as such officers, being duly authorized to do so, and further did severally depose and say that they are such officers of said corporation and that the seal affixed to said instrument is the seal of said corporation.

Notary Public

VOL 525 PAGE 317

Commission expires.....day of....., 19.....

(This acknowledgement is to be executed if the Grantor is a corporation.)



This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, adjacent property matters shown thereon.

GENERAL WARRANTY DEED

(Statutory Form, Sections 5302.05 - .06, Ohio Revised Code)

Dale Walters and Evelyn Walters, husband and wife, for valuable consideration paid, grant with general warranty covenants, to the Buckeye Valley Local Board of Education, Delaware County, Ohio whose tax mailing address is 901 Coover Road, Delaware, Ohio, 43015 the following described real estate:

The legal description to the 18.014 acres, more or less, being hereby conveyed is set out at length in Exhibit A attached hereto.

The Grantors also convey to the Grantee a perpetual easement for the purpose of installing and maintaining a drainage line for general drainage purposes and a drainage line for affluent from any septic system located on the Grantee's land. The easement area is more particularly described in Exhibit A attached hereto. Such easement shall run with the land for the benefit of the Grantee and the Grantee's successors and assigns. After drainage lines are installed the easement shall continue for the purpose of maintaining, replacing or repairing such lines. The Grantee shall be responsible for restoring the surface to its former condition following any excavation for either installation or maintenance and the Grantee shall compensate the Grantors, or their successors, for any damage, from time to time, caused by any excavation. The Grantors retain the right to use the easement area for all purposes which are not inconsistent with the easement herein granted.

The premises is part of Parcel No. 43-012600.

This deed is executed by the Grantors and accepted by the Grantee subject to all legal highways, and subject to and with all restrictions, easements, conditions, limitations, and reservations of record, zoning restrictions which have been imposed thereon and matters created or assumed by Grantee and except for taxes and assessments, if any, for 1994 and thereafter. The Grantors have paid the 1993 real estate taxes; however, by acceptance of this deed the Grantee shall pay any recoupment caused by conversion of the premises from agricultural use

For prior instrument reference see Deed Book 380, Page 313, Recorder's Office, Delaware County, Ohio.

In Witness Whereof, Dale Walters and Evelyn Walters executed this deed this 5th day of January, 1994. The Grantors each release their respective rights of dower.

Signed and Acknowledged
in the Presence of:

Laurie J. Hamner
David C. Shade

Dale Walters
Dale Walters
Evelyn Walters
Evelyn Walters

STATE OF OHIO
COUNTY OF DELAWARE ss.

On this 5th day of January, 1994, before me, a notary public in and for said County and State, appeared Dale Walters and Evelyn Walters, the Grantors, in the foregoing deed and acknowledged that they did examine and read the same and did sign the foregoing instrument, and that the same is their free act and deed.

In Witness Whereof, I have hereunto set my hand and official

Delaware County
The Grantor has complied with
Section 319.202 of the R.C.
Date 1-5-94 Transfer Tax Paid \$178.22
TRANSFERRED ON TRANSFER NOT NECESSARY
Jon M. Peterson, Auditor By David C. Shade

DAVID C. SHADE, Attorney At Law
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION HAS NO EXPIRATION
DATE SEC. 147.01 R.C.

David C. Shade
NOTARY PUBLIC

VOL 0567 PAGE 427

This instrument was prepared by David C. Shade, Attorney at Law.

Provisions contained in any deed or other instrument for the conveyance of a dwelling which restrict the sale, rental or use of the property because of race or color are invalid under federal law and are unenforceable.

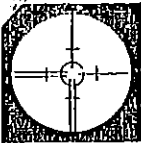
VOL 0567 PAGE 428

Dave Blada

399

DELAWARE COUNTY, OHIO	
FILED FOR RECORD	JAN 5 1994
3:30	O'CLOCK P
RECORDED	Jan 13 1994
VOL 567	PAGE 427
Kay C. Conklin	
COUNTY RECORDER	
FEE \$ 20.00	se

EXHIBIT "A"



SCIOTO LAND SURVEYING SERVICE, INC.

173 NORTH SANDUSKY STREET

DELAWARE, OHIO 43015

(614) 368-7577

December 6, 1993

Description of an 18.014 acre tract for
Buckeye Valley Board of Education and
Dale and Evelyn Walters

Situated in the Township of Troy, County of Delaware, State of Ohio, being part of Farm Lot 2 in Section 2, Township 5, Range 19 of the United States Military Lands and being more particularly described as follows:

Commencing at a nail found at the northwest corner of said Farm Lot 2, being in the centerline of County Road 7 (Troy Road);

thence South $86^{\circ} 56' 14''$ East, along the north line of said Farm Lot 2, and along the north line of a 129.18 acre tract now or formerly owned by Dale and Evelyn Walters, as described in Deed Book 380, Page 313, a distance of 2,012.18 feet to an iron bar set, being on the south line of a 47.874 acre tract now or formerly owned by the Buckeye Valley Board of Education, as described in Deed Book 298, Page 92, and being the TRUE POINT OF BEGINNING of the following described tract; all iron bars set are set with a plastic cap marked "SLSS RS 6612";

thence South $86^{\circ} 56' 14''$ East, along the said north line of Farm Lot 2, and along the said south line of the 47.874 acre tract, and along the south line of a 4.359 acre tract now or formerly owned by James and Jean Rolffs, as described in Deed Book 472, Page 287, and along the south line of a 5.211 acre tract now or formerly owned by James and Jean Rolffs, as described in Deed Book 430, Page 113, (passing iron pipes found at 728.38 feet and 1,059.98 feet) a total distance of 1,368.25 feet to an iron pipe found, being the southeast corner of the said 5.211 acre tract, also being the northwest corner of a 16.819 acre tract now or formerly owned by Shapter Limited Partnership, as described in Deed Book 520, Page 706;

thence South $03^{\circ} 02' 01''$ West, along the west line of the said 16.819 acre tract, a distance of 570.68 feet to an iron pipe found, being the southwest corner of the said 16.819 acre tract;

thence North $87^{\circ} 10' 23''$ West, a distance of 1,368.25 feet to an iron bar set;

thence North $03^{\circ} 01' 58''$ East, a distance of 576.32 feet to the TRUE POINT OF BEGINNING;

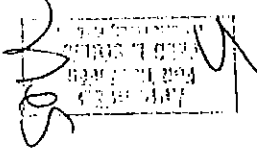
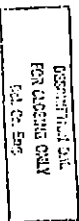
containing 18.014 acres, more or less, being part of the said 129.18 acre tract;

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

Surveyed by Frank Celio, Surveyor, Registration Number 6612 on November 30, 1993. Basis of bearings is assumed.

Also granted herewith is the following described 20 foot wide easement:

Beginning at the northwest corner of the above 18.014 described tract;



VOL 0567 PAGE 429

December 6, 1993
Page 2

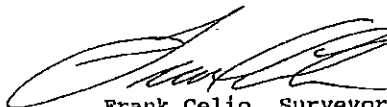
Description of an 18.014 acre tract for
Buckeye Valley Board of Education and
Dale and Evelyn Walters

thence North $86^{\circ} 56' 14''$ West, along the said north line of Farm
Lot 2, an approximate distance of 800 feet to the center of Clear
Run;

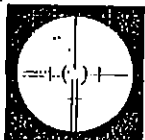
thence south, along the center of Clear Run, a distance of 20
feet to a point;

thence South $86^{\circ} 56' 14''$ East, being parallel with and 20 feet
from the said north line of Farm Lot 2, an approximate distance
of 800 feet to the west line of the above described 18.014 acre
tract;

thence North $03^{\circ} 01' 58''$ East, along the said west line of the
18.014 acre tract, a distance of 20 feet to the POINT OF
BEGINNING.


Frank Celio, Surveyor
Registration No. 6612





SCIOTO LAND SURVEYING SERVICE, INC.

173 NORTH SANDUSKY STREET • DELAWARE, OHIO 43015 • 369-7577

PLAT OF SURVEY FOR

BUCKEYE VALLEY BOARD OF EDUCATION AND
DALE AND EVELYN WALTERS
PART OF FARM LOT 2, SECTION 2
TOWNSHIP 5, RANGE 19, U.S.M.L.
TROY TOWNSHIP, DELAWARE COUNTY, OHIO

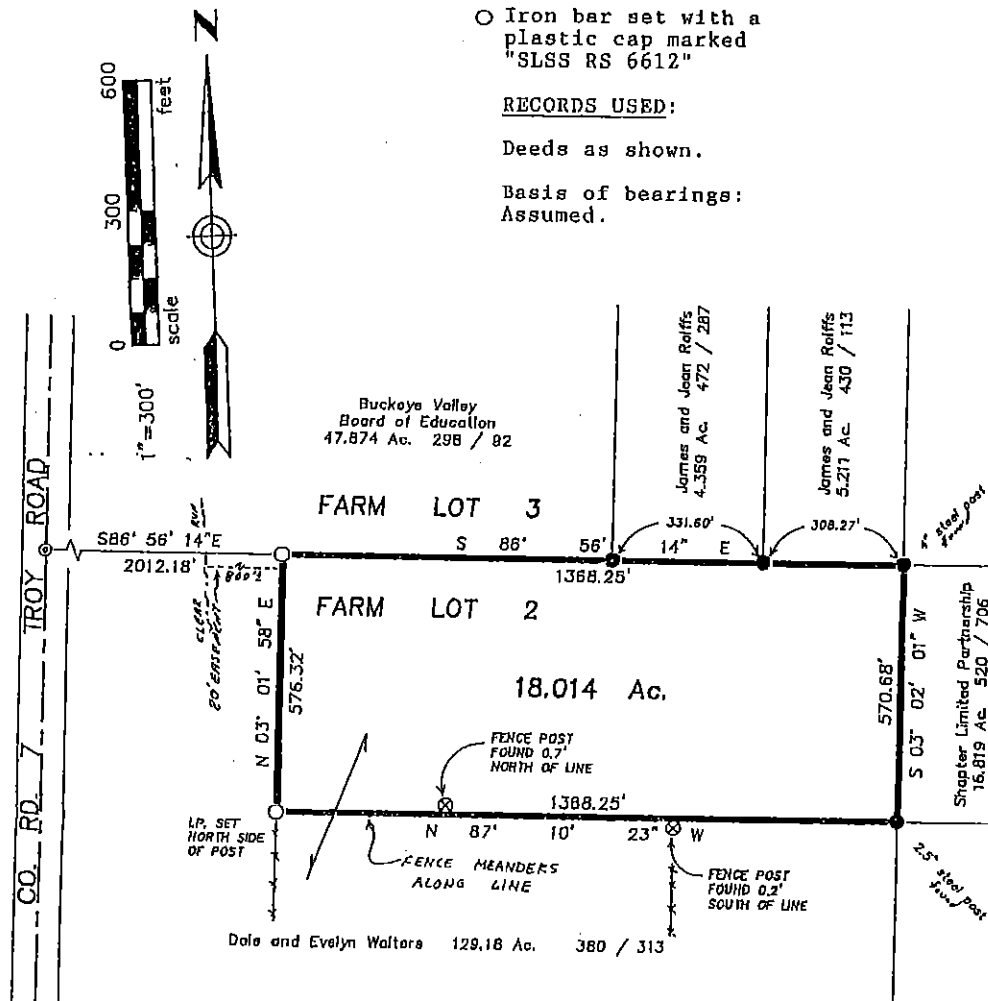
LEGEND

- ⊙ Nail found
- Iron pipe found
- Iron bar set with a plastic cap marked "SLSS RS 6612"

RECORDS USED:

Deeds as shown.

Basis of bearings:
Assumed.



I HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED IN THE FOREGOING TITLE CAPTION AND THAT SAID SURVEY AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY, IF ANY, NOT LOCATED UNLESS NOTED.

FRANK CELIO, SURVEYOR
Registration No. 6612

NOVEMBER 30, 1993
Date

VOL 0567 PAGE 431



Easement No. 25 Line No. TLN130:0C977
 Line Name: LINCOLN-BERRYWOOD 69 KV
 Work Order: 41006855

RIGHT OF WAY AND EASEMENT

THIS RIGHT OF WAY AND EASEMENT, made this 27 day of NOVEMBER, 2007, by and between Dale Walters and Evelyn Walters, whose address is 2648 Troy Road, Delaware, Ohio 43015, herein called "Grantor", whether one or more persons, and Columbus Southern Power Company, an Ohio corporation, a unit of American Electric Power, whose principal business address is 1 Riverside Plaza, Columbus, Ohio 43215, herein called "Grantee".

WITNESSETH:

That in consideration of Ten and NO/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants hereinafter set forth, Grantor hereby grants, conveys, and warrants to the Grantee, its successors, assigns, lessees, tenants and licensees, a permanent right of way and easement for electric transmission, distribution, and/or communication lines, being fifty (50) feet in width, in, on, over, under, through and across the following described lands of the Grantor, situated in the the Northwest Quarter of Lot 2, Range 19, Township 5, Section 2, U.S.M. Lands, Troy Township, Delaware County, Ohio, containing 129.18 acres.

Grantor claims title by the instrument recorded in Deed Book 380, Page 313, of the Delaware County Recorder's Office.

Auditor/Key/Tax Number: 519-240-01-002-000

The right of way and easement shall be more fully described and depicted on Exhibit "A", a copy of which is attached hereto and made a part hereof.

GRANTOR ALSO GRANTS TO GRANTEE THE FOLLOWING RIGHTS: Grantee has the right to construct, reconstruct, operate, maintain, alter, inspect, patrol, protect, repair, replace, renew, upgrade, relocate along the centerline of the Easement, remove and replace poles, towers, and structures, made of wood, metal, concrete or other materials, including crossarms, guys, anchors, anchoring systems, grounding systems, counterpoises, and all other appurtenant equipment and fixtures, and to string conductors, wires and cables, together with the right to add to said facilities from time to time, and the right to do anything necessary, useful or convenient for the enjoyment of the Easement herein granted, together with the privilege of removing at any time any or all of said facilities erected on the Easement.

GRANTOR FURTHER GRANTS TO GRANTEE the right in Grantee's discretion to cut down, trim, and otherwise control, using herbicides or tree growth regulators, or other means, and at the Grantee's option, to remove from the Easement any and all trees, overhanging branches, vegetation, brush, or other obstructions. Grantee shall also have the right to cut down, trim, remove, and otherwise control trees situated on lands of the Grantor which adjoin the Easement, when in the opinion of the Grantee those trees may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ~~ingress or egress to, from or~~

The Grantor Has Complied With

Section 319.202 Of The R.C.

DATE 2/6/08 Transfer Tax Paid

TRANSFERRED OR TRANSFER NOT NECESSARY
 Delaware County Auditor By Shoen

along the Easement.

GRANTOR FURTHER GRANTS TO GRANTEE the right in Grantee's discretion to remove buildings, structures, or other obstructions in the Easement when in the opinion of the Grantee those improvements may endanger the safety of, or interfere with the construction, operation or maintenance of Grantee's facilities or ingress or egress to, from or along the Easement.

GRANTOR FURTHER GRANTS TO GRANTEE the right of unobstructed access, at any and all times, over, across and along the Easement, and the right of ingress and egress to and from the Easement from a public road in, on, over and across existing or future access roads and lanes and other reasonable routes outside the Easement across Grantor's adjoining land. In the event there is no existing access road or lane to the Easement, the Grantor will provide a mutually agreed upon reasonable ingress and egress route over the Grantor's lands, and any of the adjoining lands of the Grantor, for the purpose of exercising and enjoying the rights granted herein.

THIS GRANT IS FURTHER SUBJECT TO THE FOLLOWING CONDITIONS:

The Grantor reserves the right to cultivate, pasture or otherwise use the lands encumbered by this Easement in any way not inconsistent with the rights herein granted. However, Grantor shall not place, construct, install, erect or permit any temporary or permanent building, structure, advertising device, sign, dumpster, light pole, swimming pool, well, storage tank, structure or obstruction, or use or store any hazardous/flammable material within the Easement. No shed, road, driveway, mounding, fill, excavation, water impoundment or tree plantings shall be permitted within the Easement without the written permission of the Grantee.

Grantee shall also have the right to install guy wires, anchors, and anchoring systems outside the Easement, together with the right to cut and clear any trees and brush which in the Grantee's opinion may endanger or interfere with said guy wires, anchors, and anchoring systems.

Grantee agrees to repair or pay the Grantor for damage to growing crops, fences, gates, field tile, drainage ways, drives, lawns, or structures caused by the Grantee in the exercise of the rights herein granted. Grantee further agrees to pay the prevailing market price for standing timber for any marketable trees cut down outside the Easement during construction or maintenance of Grantee's electric transmission, distribution, and communication lines.

The failure of Grantee to exercise any of the rights granted herein, or the removal of any facilities from the Easement, shall not be deemed to constitute an abandonment or waiver of the rights granted herein.

This instrument contains the complete agreement, expressed or implied between the parties herein and shall inure to the benefit of and be binding on their respective successors, assigns, heirs, executors, administrators, lessees, tenants, and licensees.

GRANTOR

Dale E. Walters
(Signed Name)

DALE E WALTERS
(Print/Type Name)

Evelyn M Walters
(Signed Name)

EVELYN M WALTERS
(Print/Type Name)

200800003207
Filed for Record in
DELAWARE COUNTY, OHIO
ANDREW O BRENNER
02-06-2008 At 03:19 pm.
EASEMENT 44.00
OR Book: 829 Page 1410 - 1413

200800003207
COLUMBUS SOUTHERN POWER CO

STATE OF OHIO)

COUNTY OF DELAWARE) SS:

This Instrument was acknowledged before me on the 27th day of
November, 2007, by Dale Walters and Evelyn Walters



THOMAS E. PHILLIPS
Notary Public, State of Ohio
My Commission Expires
07-24-2010

[Signature]
Notary Public

Notary Public (Print/Type Name)

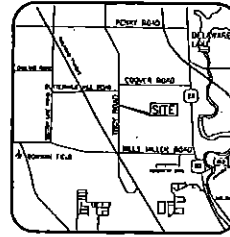
My Commission Expires: _____

THIS INSTRUMENT WAS PREPARED BY COLUMBUS SOUTHERN POWER COMPANY.

When Recorded Return to: Columbus Southern Power Company, Transmission Right of
Way, 700 Morrison Road, Gahanna, OH 43230

EXHIBIT "A"

STATE OF OHIO
COUNTY OF DELAWARE
TOWNSHIP OF TROY
NW 1/4 OF FARM LOT 2
SECTION 2
TOWNSHIP 3
RANGE 19
US MILITARY LANDS



VICINITY MAP
(NOT TO SCALE)

NOTES:
THIS DRAWING IS FOR EASEMENT PURPOSES
ONLY AND HAS BEEN COMPILED USING
EXISTING PUBLIC RECORDS.

SUBJECT TO ALL RIGHT-OF-WAYS, EASEMENTS,
RESTRICTIONS AND/OR CONDITIONS, IF ANY,
OF RECORD.

LINE NAME - LINCOLN-BURNWOOD - 88KV
LINE NUMBER - LIA 330-00311
EASEMENT NUMBER - 35

COLUMBUS SOUTHERN POWER

PROPOSED EASEMENT ACROSS THE LANDS OF
DALE & EVELYN WALTERS
CONTAINING 1.113± ACRES

Drawn By: BLO	Checked By: BW
Scale: 1"=100'	Date: 10/17/2007
The Name: EAS-25-D.WALTERS	Drawing Number:
Revision: November 8, 2007	2007-0907

PAUL L. WILKINSON &
JOANNE M. WILKINSON
LIBER 475 PG. 629
12.45 ACRES
PAR. 519-200-02-031-000

DALE WALTERS AND
EVELYN WALTERS
O.B. 360 PG. 313
129.18 AC.
PAR. 519-240-01-002-000

PROPOSED EASEMENT AREA
1.113± ACRES

POINT OF
BEGINNING

WILLIAM D. WALTERS
VOL. 522 PG. 339
5.005 ACRES
PAR. 519-240-01-003-000

LINE	BEARING	DISTANCE
L1	N 00°15' E	1815.40'
L2	S 89°12' E	30.00'
L3	S 00°15' W	1615.36'
L4	N 89°17' W	30.00'

BEARINGS BASED ON DEED
INFORMATION RECORDED IN DELAWARE
COUNTY RECORDER'S RECORDS

0' 400' 800' 1200'
SCALE IN FEET
SCALE: 1"=100 FEET

EASEMENT PREPARED BY:
CENTRAL SURVEYING CO. LTD
7553 EAST MAIN ST.
REYNOLDSBURG, OHIO 43068
614-864-1100

Doc ID: 006794120002 Type: OFF
Kind: EASE SUPPL
Recorded: 02/16/2013 at 10:20:55 AM
Fee Amt: \$32.00 Page 1 of 2
Workflow# 0000046488-0001
Delaware County, OH
Melissa Jordan County Recorder
File# 2013-00008330
BK 1194 Pg 601-602
OHIO POWER
700 MORRISON RD
GAHANNA, OH 43230

Line Name: Lincoln-Berrywood
Easement No.25 Line No.TLN130:0C977

ADDENDUM TO RIGHT OF WAY AND EASEMENT

This Addendum is entered into by and between Evelyn Walters, Trustee ("Grantor"), whether one or more persons, and **Ohio Power Company**, an Ohio Corporation, ("Grantee") this 15th day of February, 2011. This Addendum is offered by Grantee to the Right of Way and Easement executed by Grantor for the acquisition of an electric transmission line and distribution power line easement with respect to 129.18 acres, more or less, as recorded in Official Record Volume 829, page 1410 in the in the Office of the Recorder Delaware County, Ohio.

By this Addendum, Grantor agrees to the following:

1. Grantor has been compensated by Grantee for the removal and or replacement of any and all trees, vegetation, brush, or other obstructions which may now exist or may exist in the future within the boundaries of the easement during construction or maintenance of Grantee's electric transmission, distribution, and communication lines.
2. Grantor waives for itself, its successors and assigns any claims for compensation for the removal and or replacement of any and all trees, vegetation, brush, or other obstructions which may now exist or may exist in the future within the boundaries of the easement during construction or maintenance of Grantee's electric transmission, distribution, and communication lines.

Agreed to by Grantor this 15th day of February, 2013.

GRANTOR

Evelyn M. Walters
Evelyn Walters, Trustee

STATE OF OHIO)

COUNTY OF DELAWARE) SS:

This instrument was acknowledged before me on the 15th, day of February, 2013,
by EVELYN WALTERS, TRUSTEE.



Jason N. Hill
Notary Public

Jason N. Hill
Notary Public (print/type name)

My Commission Expires: 7-19-2016

THIS INSTRUMENT WAS PREPARED BY OHIO POWER COMPANY.

When recorded return to: Ohio Power Company, Transmission Right of Way, 700
Morrison Road, Gahanna, Ohio 43230