Tract 15

TO: DON CAIN ESTATE

Parcel Number: 38-1600-04-002.001 86.54 acres, more or less, Allen County

PRELIMINARY OWNER'S TITLE CERTIFICATE

The undersigned hereby certifies that he has made a thorough examination of the records of

Allen County, Ohio, as disclosed by the public indexes in accordance with the Ohio Marketable Title

Act, relating to the premises hereinafter described in Item I. This examination commenced with a

Warranty Deed from George W. Smith, married to Vivian O. Smith, to Richard A. Hawk and Betty

Rose Hawk, filed for record January 30, 1963, at Volume 420, Page 541, of the Allen County Deed

Records; and continued to the date hereof.

This certificate does not purport to cover matters not of record in the County, including rights

of persons in possession, questions which a correct survey or inspection would disclose, rights to file

mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, zoning

and other governmental regulations, or liens asserted by the United States or State of Ohio, their

agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund

Amendments, and under Racketeering Influence and Corrupt Organization Acts and Receivership

Liens, unless the lien is filed in the public records of the county in which the premises is located.

The undersigned hereby certifies that, in his opinion based upon the records, the fee simple

title to the premises is vested in Don E. Cain, by virtue of a Quit Claim Deed from Shirley Evelyn

Cain, unmarried, filed for record November 17, 2014, at Book 2014, Page 12275, of the Official

Records of Allen County, Ohio; and that as appears from the records, the title is marketable and free

from encumbrances except and subject to the matters set forth below.

<u>ITEM I</u> SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION OF

REAL ESTATE.

# ITEM II Real Estate Taxes:

Parcel Number: 38-1600-04-002.001

Tax Valuation: \$501,400
Taxes per Half: \$1,192.90
Assessments: None

TAXES AND ASSESSMENTS ARE PAID THROUGH THE JULY, 2021, INSTALLMENT

SPECIAL NOTE: THE REAL PROPERTY IS CURRENTLY TAXED BASED UPON ITS CURRENT AGRICULTURAL USE VALUATION (CAUV), WHICH RESULTS IN A LOWER TAX THAN IF THE REAL ESTATE WERE VALUED AT ITS FAIR MARKET VALUE. THE REMOVAL OF ANY PART OF THE PROPERTY FROM AGRICULTURAL USE, OR THE FAILURE TO TIMELY FILE APPLICATIONS WITH THE COUNTY AUDITOR TO MAINTAIN THE TAXATION OF THE REAL ESTATE BASED UPON CAUV WILL RESULT IN A RECAPTURE OF THE REAL ESTATE TAXES SAVED BY REASON OF THE CAUV FOR A THREE-YEAR PERIOD.

## ITEM III

Oil and Gas Lease from Richard A. Hawk and Betty B. Hawk, husband and wife, to I.R.D. Corp., filed for record June 25, 1979, at Volume 63, Page 589, of the Lease Records of Allen County, Ohio, a copy of which is attached hereto. This Oil and Gas Lease was assigned to Texas International Petroleum Corporation by a document filed for record June 22, 1981, at Volume 65, Page 417, of the Lease Records of Allen County, Ohio, a copy of which is attached hereto.

Dated at Sidney, Ohio, this 9th day of April, 2021, at 8:30 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK

A Legal Professional Association

Thomas I Potts

#### EXHIBIT "A"

Being a parcel of land situated in the Township of Jackson, County of Allen and State of Ohio and being described as:

The South Half (1/2) of the Southeast Quarter of Section Sixteen (16), Town Three (3) South, Range Eight (8) East; ALSO, the South Half (1/2) of the Northwest Quarter of the Southeast Quarter of Section Sixteen (16), Town Three (3) South, Range Eight (8) East;

Containing One Hundred (100) acres of land, more or less, but subject to all legal highways.

SAVE AND EXCEPT THE FOLLOWING TRACT OF LAND:

## TRACT A

Being a parcel of land situated in Jackson Township, Allen County, Ohio, in part of the southeast ¼ of Section 16, Township 3 South, Range 8 East and being more particularly described as follows:

Beginning at a monument box found marking the southeast corner of the southeast ¼ of Section 16, and on the centerline of Phillips Road and the east line of the southeast ¼ of Section 16;

- (1) Thence south 88° 44' 40" west for a distance of 787.85 feet to a concrete post found-
- (2) Thence north 0° 00' 18" east for a distance of 338.95 feet to a 5/8 inch iron pin set-
- (3) Thence north 88° 44' 39" east for a distance of 787.82 feet to a P.K. nail set-
- (4) Thence south, along the centerline of Phillips road, for a distance of 338.95 feet to the point of beginning.

Containing 6.129 acres of land subject, however, to all legal easements and rights of way.

Note: All bearings refer to the centerline of Phillips Road as being north.

SAVE AND EXCEPT THE FOLLOWING TRACT OF LAND:

## TRACT B

Being a parcel of land situated in Jackson Township, Allen County, Ohio, in part of the southeast ¼ of Section 16, Township 3 South, Range 8 East and being more particularly described as follows:

Commencing for reference at a monument box found marking the southeast corner of the southeast ¼ of Section 16;

Thence north, along the centerline of Phillips Road and the east line of the southeast ¼ of Section 16, for a distance of 846.09 feet to a P.K. nail set marking the point of beginning for the parcel to be conveyed by this instrument;

- (1) Thence south 89 degrees 03' 35" west, for a distance of 381.31 feet to a 5/8 inch iron pin set, passing at 25.00 feet to a concrete post found-
- (2) Thence north, for a distance of 328.81 feet to a 5/8 inch iron pin set-
- (3) Thence north 89 degrees 03' 35" east, for a distance of 381.31 feet to a P.K. nail set-
- (4) Thence south, along the centerline of Phillips Road, for a distance of 328.81 feet to the point of beginning.

Containing 2.878 acres of land subject however, to all legal easements and rights of way.

Note: All bearings refer to the centerline of Phillips Road as being north.

SAVE AND EXCEPT THE FOLLOWING TRACT OF LAND:

#### TRACT C

Being a parcel of land situated in Jackson Township, Allen County, Ohio, in part of the southeast ¼ of Section 16, Township 3 South, Range 8 East and being more particularly described as follows:

Commencing for reference at a monument box found marking the southeast corner of the southeast ¼ of Section 16;

Thence north, along the centerline of Phillips Road and the east line of the south east ¼ of Section 16, for a distance of 338.95 feet to a P.K. nail found marking the point of beginning for the parcel to be conveyed by this instrument;

- (1) Thence south 88 degrees 44' 39" west, for a distance of 381.35 feet to a 5/8 inch iron pin set-
- (2) Thence north, for a distance of 509.24 feet to a 5/8 inch iron pin found-
- (3) Thence north 89 degrees 03' 35" east, for a distance of 381.31 feet to a P.K. nail found-
- (4) Thence South, along the centerline of Phillips road, for a distance of 507.14 feet to the point of beginning.

Containing 4.448 acres of land, subject, however to all legal easements and rights of way.

Note: All bearings refer to the centerline of Phillips Road as being north

Prior Instrument Reference: Volume 919, Page 310

Prior Instrument Reference: Volume 2014, Page 12275 of the Deed Records of Allen County,

Ohio.

Parcel No. 38-1600-04-002.001

PREPARED BY: I.R.D. CORP. (INTERNATIONAL RESOURCE DEVELOPMENT CORP.) 29425 Chagrin Blvd., Suite #209 Papper Pike, Ohio 44122

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I VOL 60

we and between Michael A. Hawk. BEHy B. Hawk. Husband County to the first part, heritarifer called Lastor (whether one or more), and I.R.D. CORP. (International Resource Davelagement Corp.), party of the second part, heritarifer called Lastor.  1. WITHESSETH: That the Lessor, in consideration of the sum of One Coller, the receive of which is hereby schrowledged, and this coverants had received the contract of t	OIL AND GAS LEASE
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DRITH by lands of Library 1 Million	1. WITNESSETH: That the Lessor, in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the covenants an agreements hereinatter contained, does hereby grant unto the Lesses all of the oil and gas and all of the constituents of either in and under the law hereinatter described, together with the exclusive right to drill for, produce and market oil and gas and their constituents and of storing gas of any kin in any formation underlying the land, and size the right to enter thereon at all times for the purpose of drilling and operating for oil, gas and water, laying all purposes and to install and maintain lines to tractures, and to posture, and to contain and maintain lines to tracture to the contained of the purpose of drilling and operating lines to tracture to the contained of the purpose of the pu
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and the rights granted under paragraph 1 herals at to the laving, using, and maintaining of planise to transport oil, 93s, or water, whether pro- ed on said lands or other lands, from, to, over and across said lands, all in lift force and effect until specifically released by Lestee even if Leate should expire of term or otherwise. This surrander may be made to then in lift force and effect until specifically released by Lestee even if or any one of them by delivery of a duly executed surrander thereof in the Resorder's office of the County In which an one Lestor, then to any one of them, or to the on, or by recording a duly executed surrander thereof in the Resorder's office of the County In which the last is located, on, or by recording a duly executed surrander thereof in the Resorder's office of the County In which the last is located, on, or by recording a duly executed surrander thereof in the Resorder's office of the County In which the last is located, on, or by recording a duly executed surrander thereof in the Resorder's office of the County In which the last is located, on, or by recording a duly executed surrander thereof in the Resorder's office of the County In which the last is located, on the surrander of the last in the last is located, on the last in the last in the last is located, on the last in t	is shall be assigned as to any part or party hereto may be assigned, the privilege of assigning in whole or in part being expressly allowed. In event this shall be assigned as to any part or parts of the above described land and the assignee or assignees of such part or parts shall fell or make default in the yment of the proportionate part of the frents due from him or them, such default shall not operate to defect or affect this less insofar as it covers a for or parts of soid land upon which the said Lessee or any assignee thereof shall make due payment of said rands. No change of ownership in the land or extilled copy thereof.
i. It is exprestly agreed that if the Lesses shall commence operations for a well at any time while this lease is in force, it shall remain in force and expression of the term of this lease production can see prosecuted, and if production results therefrom, then as long as production continues, if after the extend of this lesse production from the leased formiter shall cease from any cause, this fease shall not terminate provided Lesses resumes relations within skyt days from such cessation, and this less shall remain in force during the prosecution of such operations, and, if produced in paying quantities, For the purpose of this agreement the phrase "commence operations for a "shall mean any activity necessary or convenient to drilling a well including but not limited to surveying, or staking, or permitting, or clearing a site or any one or more of the above.	(2. At any time, Lesse, its successors or assigns, shall have the right to surrender this lesse or any part thereof for cancellation, after which all payments and liabilities hereunder thereafter shall case and desermine, and if the whole is surrendered, then this lesse shall become absolutely null and void capt that the rights granted under paragraph 1 herein as to the laying, using, and maintaining of painting of the strength of the control of the strength
Lessor states that no gas and oil is now being produced from the premises and that I area is not the lesson in a state of	4. It is expressly agreed that if the Lesse shall commence operations for a well at any time while this lease is in force, it shall remain in force and serms continue so long as such operations are prosecuted, and if production results therefrom, than as long as production continues, if after the extention of the term of this lease production from the leased premises thall cease from any cause, this lesse shall not terminate provided. Lesses resumes traitions within sixty days from such cestation, and this lease shall remain in force during the prosecution of such operations, and, if production restrictions therefrom, then as long as oll or gas is produced in paying quantities. For the purposes of this agreement the phrase "commence operations for a late of each of the story of the purpose of the surveying, or staking, or permitting, or clearing a late or any open of the short."
	<ol><li>Lessor states that no gas and oil is now being produced from the premises and that Lessor is not receiving any payments from any other lease, and any past lesse is now terminated in accordance with its term thereof.</li></ol>

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Witness by hynds and seak of the parties hereto the day and year first above written.  WITNESS // Whitness // Public of seal County for the parties hereto the day and year first above written.  WITNESS // Whitness // Public of seal County for the seal of the written writing bearing date the seal of the writing writing bearing date the seal of the writing bearing date the seal of	<u> </u>	producing on, gas, car	ing nead gas, conden	sate or other minera	Is from the premise	Lessee, anyth is so preven
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whose name	COUNTY OF		_ To-Wit:			
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this day acknowledged the same before me in my said County.  Given under my hand this	where are size of the solution will be about		devied.			
ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS  STATE OF COUNTY OF			. day 61			,18
ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS  STATE OF COUNTY OF TOWN OF On this day of , 19 , before me personally came The subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did despote and say that he knows To be the individualist described in, and executed the foregoing instrument; that he, said subscribing witness was present and saw said individuals execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.  NO Commission expires  OHIO ACKNOWLEDGEMENT SS. Before me, a Notary Public in and for said state personally appeared the above, names Rechard House Butter House who acknowles that The did sign the foregoing instrument, and that the same is the free set and dead. In testimony whereof I have hereunto subscribing applies  Notary Public State of Ohio						
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SS.  Before me, a Notery Public in and for said state personally appeared the above, named Rehard A. Howk E. Belley K. Hasses  who acknowless  who acknowless  the				Not	tary Public	
SS.  Before me, a Notery Public in and for said state personally appeared the above, named Rehard A. Howk E. Belley K. Hasses  who acknowless  who acknowless  the		OHIO ACKNOW	VLEDGEMENT .			
who acknowless that I have been been been been been been been be	STATE OF OHIO,		_ SS. Q.	1 1111.	1:14	011.
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	S PAGE 199	State	19, .		Lease	

STATE OF OHIO
COUNTY OF ALLEN

SS. KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned J. E. (JACK) KAPP, GEORGE WHITESIDE and I.R.D. CORPORATION d/b/a INTERNATIONAL EXPLORATION and I.R.D. CORPORATION, Individually (herein collectively referred to as "Assignor"), do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto TEXAS INTERNATIONAL PETROLEIM CORPORATION, a Delaware Corporation ("Assignee"), subject to the terms and provisions set forth herein, all of its right, title and interest in and to the oil and gas leases described on the attached Exhibit A which is made a part hereof for all purposes (collectively, the "Leases").

TO HAVE AND TO HOLD the above described interests in the Leases and the leasehold estates created thereby unto Assignee, and Assignee's successors and assigns, provided, however, this assignment is made without warranty of title, either express or implied except as to claims arising by, through or under Assignor, and is made subject to the following terms and provisions.

1.

Assignor hereby covenants and warrants that Assignor is the lawful owner of the Leases and the leasehold estates created thereby, with full power to sell and convey, and that the Leases, together with all personal property, machinery and equipment located thereon, are now free and clear of all liens and encumbrances, and that all bonus, rentals, royalties and other payments due and payable under the Leases have been duly paid in accordance with the terms and provisions of the Leases through April 30, 1981, and that the Leases are valid and in full force and effect in accordance with their terms.

BUTE 740 CNR VALLET BQUARE

2.

Assignor excepts and reserves unto Assignor and Assignor's heirs, personal representatives, successors and assigns, free and clear of all costs of drilling for, producing and operating oil, gas and other minerals, an overriding royalty interest in an amount equal to one-thirty second (1/32) of eight-eighths (8/8) of all of the oil, gas, casinghead gas, condensate and other liquid or gaseous hydrocarbons produced and saved from the lards covered by the Leases. This exception and reservation shall apply as well to all modifications, extensions and renewals of the Leases by Assignee and Assignee's successors and assigns. "Renewals" shall include wholly new leases made by any of these persons within six months after the lapse of any of the Leases.

3.

Fuel oil and gas for operating the premises, or lands pooled therewith, and for treating and handling the products therefrom (and the proportionate part of fuel oil and gas consumed in a central plant, should the Leases be operated jointly with other premises through the use of such plant) shall be deducted before said overriding royalties are computed. All ad valorem, production, severance, gathering, Windfall Profits Act taxes and other taxes chargeable against the overriding royalty interests herein reserved shall be paid by Assignor. If the said Leases do not cover the entire fee simple title to the minerals in the lands described therein and hereby assigned, the overriding royalties herein reserved on production from such land shall be proportionately reduced.

4.

The reservation of the foregoing overriding royalties shall never be deemed to impose any obligations upon Assignee, its successors or assigns, to conduct any drilling operations whatsoever upon the lands covered by the Leases, or land pooled therewith, or to maintain any such operations

after once begun, or production of oil, gas or other minerals after once established, nor to protect the above described land or lands pooled therewith from drainage, nor to maintain the Leases in effect by payment of delay rental, drilling opprations or otherwise, and all operations, if any, and the extent and duration thereof, as well as the preservation of the lease-hold estates by rental payment or otherwise, shall be solely at the will of Assignee.

5.

Assignor hereby agrees that Assignee shall have the right, without further approval by Assignor, to pool and unitize the Leases and all the lands affected thereby with other lands or leases to form one or more pooled units in accordance with the pooling authority granted by the Leases, and as to each unit so created, Assignor shall be entitled to receive in lieu of the overriding royalty interests herein reserved, that proportion of said overriding royalty interest stipulated above that the entire amount of net mineral acres covered by the Leases and inlouded in such unit bears to the entire surface acreage of said unit.

6.

Assignee shall comply with and does hereby assume and agree to perform Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Leases, and the interests assigned herein are subject to and shall bear their proportionate shares of all existing burdens on the Leases.

7.

The provisions hereof shall be covenants running with the lands and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. 8.

The undersigned, Mary Ann Kapp, wife of J. E. (Jack) Kapp and Delores Whiteside, wife of George Whiteside, hereby execute the within assignment for the purpose of releasing dower, if any.

IN WITNESS WHEREOF, this Lease Assignment is executed this 15th day of May., 1981.

Witnesses:

"ASSIGNOR"

GEOR

INTERNATIONAL EXPLORATION

By: J. F. GACKY KAPP

By: Dury A Intende

I.R.D. CORPORATION

By: ADMES HAAS President

Dolores Whiteside

DOLORES WHITESIDE

LVAL 65 BACE 4/2

STATE OF OHIO:

COUNTY OF STARK:

Before me, a Notary Public, in and for said County and State; on this day personally appeared J. E. (JACK) KAPP and MARY ANN KAPP, husband and wife; GEORGE WHITESIDE and DELORES WHITESIDE, husband and wife; who acknowledged to me that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal at Alliance, Ohio this 15th day of May, 1981.

otary Public

VIRGINIA A. MULHOLLAND. Notary Public My Commission Expires April 15, 2982

STARIC

STATE OF OHIO:

COUNTY OF STARK:

Before me a Notary Public in and for said County and State on this day personally appeared JAMES E. HAAS, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that the same was the act of the said I.R.D. CORPORATION, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

In testimony whereof, I have herewith set my hand and official seal at Alliance, Ohio this 15th day of May, 1981.

VIRGINIA A. MULHOLLAND, Notary Public

Wy Commission Expires April 15, 1982

This instrument prepared by:
GEIGER & TEEPLE
404 First National City Bank Building
Alliance, Ohio 44601

-51-

					1920	
	Bath Township, Allen County, O	hío	Exhibit "	A"		1-A
LEASE NUMBER	LANDOWNER	LEASE DATE	ACREAGE	RECOR VOLUME	DED PAGE	
9186-01	Lloyd Craig 2750 North Napoleon Road, Rt 7 Lima, Ohio 45854	5-31-79	100	63	551	P6A3
9187-01	Paul C. Fetter Freda C. Fetter 5505 Harding Highway Lima, Ohio 45804	6-18-79	172	63	629	50
	Robert E, Fetter Rose Ellen Fetter Rt 5, 1095 North Thayer Road Lima, Ohio 45801	6-21-79	427	63	723	mt 422
9189-01	Donald A. Willeke Bonnie J. Willeke 1295 North Thayer Road, Rt 5 Lima, Ohio 45801	6-19-79	81	63	633	
	Jackson Township, Allen County,	, Ohio				1
	Lloyd Craig 2750 Napoleon Road, Rt 7 Lima, Ohio 45854	5-31-79	119	63	. 549	
	Ronald L. Wingfield Deborah D. Wingfield 8777 Sandusky Road, Rt 7 Lima, Ohio 45854	5-30-79	87	63	547	
:1	Richard A. Ackerman Jacqueline J. Ackerman 2370 North Napoleon Road, Rt 7 Lima, Ohio 45854	5-30-79	79	. 63	545	.
is is	Richard A. Hawk Betty B. Hawk 2675 North Phillips Road, Rt 7 Lima, Ohio 45854	5-30-79	100	63	589	
:!	Donald L. Wingfield Dorothy E. Wingfield 3725 Phillips Road, Rt 7 Lima, Ohio 45854	5-30-79	292	63	591	
!!	Glen M. Emans Edna L. Emans 4380 North Phillips Road, Rt 7 Lima, Ohio 45854	5-30-79	120	63	593	
il	Dorothy M. Schick 9280 Sugar Creek Road, Rt 7 Lima, Ohio 45854	5-31-79	115	63	595	
1	Kenneth G. Craig 9480 Sandusky Road, Rt 7 Lima, Ohio 45854	5-31-79	145	63	525	
-	Robert J. Hochstettler Mary G. Hochstettler 8320 Sugar Creek Road, Rt 5 Lima, Ohio 45801	6-05-79	229	63	579	
	Norman L. Rochstettler Sandra J. Rochstettler 4385 North Hardin, Rt 7 Lima, Ohio 45854	6-05-79	89	63	581	
<u> </u>	Charles P. Miller Kathryn J. Miller 9480 Ada Road, Rt 7 Lafayette, Ohio 45854	6-04-79	347	63	583	

5141 POB/ 1981