Tract 3 & 4

TO: DON CAIN ESTATE

Parcel Numbers: L3403600600; L3403600700
78 acres, more or less, Auglaize County

### PRELIMINARY OWNER'S TITLE CERTIFICATE

The undersigned hereby certifies that he has made a thorough examination of the records of Auglaize 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 (i) a Certificate of Transfer from I. R. Coates, deceased, to Gordon R. Coates, filed for record May 13, 1966, at Volume 194, Page 13, of the Auglaize County Deed Records; and (ii) a Warranty Deed from Isaac R. Coates and Violet LaVere Coates, husband and wife, to Gordon R. Coates and Darene S. Coates, filed for record January 19, 1963, at Volume 185, Page 204, of the Auglaize 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 Warranty Deed from Don Edward Cain and Shirley Evelyn Cain, husband and wife, filed for record December 4, 2003, at Book 499, Page 1461, of the Official Records of Auglaize 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.

Real Estate Taxes: ITEM II

> Parcel Number: L3403600600 Tax Valuation: \$193,540

Taxes per Half:  $$314.43 - 1^{st}$  half

\$ 301.75 - 2<sup>nd</sup> half

\$ 6.02 - payable 1<sup>st</sup> half only Metz Ditch Maintenance Assessments:

Thrush Ditch Maintenance \$ 6.66 – payable 1<sup>st</sup> half only

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

Parcel Number: L3403600700 Tax Valuation: \$183,800

Taxes per Half:  $$347.45 - 1^{st}$  half

\$ 335.44 - 2<sup>nd</sup> half

Metz Ditch Maintenance \$3.98 - payable 1st half only Assessments:

Thrush Ditch Maintenance \$8.03 – payable 1<sup>st</sup> half only

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.

Oil and Gas Lease from Gordon R. Coates and Darene J. Coates, husband and wife, ITEM III

to Simcox Oil Company, filed for record April 21, 1964, at Volume 16, Page 396, of

the Oil Lease Records of Auglaize County, Ohio, a copy of which is attached hereto.

Oil and Gas Lease from I. R. Coates and LaVere V. Coates, husband and wife, to ITEM IV

Simcox Oil Company, filed for record April 21, 1964, at Volume 16, Page 398, of the Oil Lease Records of Auglaize County, Ohio, a copy of which is attached hereto.

Dated at Sidney, Ohio, this 1st day of April, 2021, at 8:30 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK

A Legal Professional Association

#### EXHIBIT "A"

#### TRACT ONE

Located in Union Township, County of Auglaize and State of Ohio, to-wit:

The east half of the east half of the northwest quarter of Section Thirty-six (36), town five (5) south, range seven (7) east, containing forty (40) acres, more or less.

### TRACT TWO

Located in the Township of Union, County of Auglaize and State of Ohio, to-wit:

The west half of the east half of the northwest quarter of Section thirty-six (36), town five (5) south, range seven (7) east, containing forty (40) acres, more or less.

#### LESS AND EXCEPT:

The following described tract of ground is part of the Northeast quarter of the Northwest Quarter of Section 36, Union Township, Town 5 South, Range 7 East, Auglaize County, Ohio, and is more particularly described as follows:

Commencing at a Monument Box located at the Northeast corner of the Northeast Quarter of the Northwest Quarter of Section 36, Union Township, Auglaize County; thence with an assumed bearing of N 90°-00'W along the centerline of County Road 150, Middle Pike Rd., and the north line of Section 36, Union Township, a distance of 857.38 feet to a Railroad Spike and the PLACE OF BEGINNING; thence continuing with a bearing of N 90°-00'W along the center of County Road 150 and the north line of Section 36, Union Township, a distance of 295.16 feet to a Railroad Spike; thence with a bearing of S. 00°-00'W a distance of 295.16 feet to an iron pin, passing thru an iron pin at 25.00 feet located on the South right-of-way line of County Road 150; thence with a bearing of S 90°-00'E a distance of 295.16 feet to an iron pin; thence with a bearing of N 00°-00'E a distance of 295.16 feet to a Railroad Spike, passing thru an iron pin at 270.16 feet located on the South right-of-way line of County Road 150, said Railroad Spike being the true PLACE OF BEGINNING.

Containing in all 2.00 acres, of which 0.169 acre has been dedicated for highway purposes. The above described tract of ground is subject to all legal easements and restrictions, if any, of record or in use on said premises.

Prior Instrument Reference: OR Book 499, Page 1461, of the Deed Records of Auglaize County, Ohio.

Parcel No. L3403600600 – 40 acres Parcel No. L3403600700 – 38 acres

# VOL 16 PAGE 396

# OIL AND GAS LEASE

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Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon except water from the wells of lessor. When requested by lessor, leasee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall shall have the right at any time to repay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to repay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to repay for damages caused by lessee's operations to growing crops on said land. Lessee shall have the right at any time to repay for damages caused by lessee's operations to growing crops on said land. For the purpose of oil and/or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communities said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (180) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall (180) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall nevertheless be dernied to be upon the leased premises within the meannot be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and leasor shall participate in the one-eighth (½) royalty from ing of all the covenants, expressed or implied, in this lease, and leasor shall participate in the one-eighth (½) royalty from ing of all the covenants, expressed or implied, in this lease, and leasor swind by the leasor within the limits such oil and/or gas development unit only in the proportion that the number of acres owned by the leasor within the limits tions of such development unit bears to the total number of acres included therein. At the option of leasee, a diagonal well spacing pattern may be followed.

This lease prepared by: David J. Hall, P.O. Box 44, Ithaca, Michigan

## VOL 16 PAGE 397

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

parties nereto with like effect as though incorporated herein at length.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fall or make cafault in the payment of the proportionate part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignce thereof shall make due payments of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said loased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of One Hundred Dollars (\$100,00) per year for each well so used in addition to all other considerations specified in this lease. The injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing demestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, snall be developed and operated as one lease and all royalities accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be in-operative as to such portion so consolidated. There shall be no obligation on the part of the lease to offset wells on separate measuring or receiving tanks.

Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lossors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premiser herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease a recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

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## VOL 16 PAGE 398 OIL AND GAS LEASE

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This lease prepared by: David J. Hall, P.O. Box 44, Ithaca, Michigan

Notwithstanding anything to the contrary herein contained or implied by law, all present and future rules and regulations of any governmental agency pertaining to well spacing, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

If the estate of either party hereto is assigned—and the privilege of assigning in whole or in part is expressly allowed—the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no charge in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the leasee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or assignment or a true copy thereof; and it is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fall or make default in the payment of the proportionale part of the rents due from him or them, such defaults shall not operate to defeat or affect this lease insofar as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

Whenever any well or wells on said lands shall be used by lessee for the injection of water, brine or other fluids produced from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of from lands other than said leased premises for disposal as a conservation measure, lessee shall pay to the lessor the sum of from lands other than said lease. The lands of the lessor that shall be made only into strata below those furnishing domestic injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those furnishing domestic injection of water, brine, or other fluids into subsurface strata shall be made only into strata below those fluids.

If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalities accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the nereage owned by each separate owner bears to the intre leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this parathe intre leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this parathe shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is heregraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is heregraph shall only the purpose of operating the consolidated tract as one lease, this paragraph shall be after consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be in-operative as to such portion so consolidated. There shall be no obligation on the part of the leased to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, divise, or otherwise, or to furnish separate measuring or receiving tanks.

Lessor hereby warrants and agrees to defend the title to said lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the right at any time to redeem for lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lesse is made as recited herein.

Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to the lessor, if lease is not recorded, or by placing a release thereof of record in the proper county, if lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

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