

Tract 14

TO: DON CAIN ESTATE

Parcel Number: 27-3500-01-004.000
73.61 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 Leo Amstutz, unmarried, and Ida Amstutz, unmarried, to William E. Begg and John H. Begg, filed for record April 30, 1969, at Volume 489, Page 634, 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, an undivided two-thirds (2/3) interest, and Derek E. Cain, an undivided one-third (1/3) interest, by virtue of (i) a Special Warranty Deed from Phoenix Mutual Life Insurance Company, a Connecticut corporation, filed for record January 7, 1992, at Book 759, Page 634, of the Official Records of Allen County, Ohio; and (ii) a Quit Claim Deed from Shirley Evelyn Cain, unmarried, filed for record November 17, 2014, at Book 2014, Page 12273, 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.

ITEM I SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION OF REAL ESTATE.

ITEM II Real Estate Taxes:
Parcel Number: 27-3500-01-004.000
Tax Valuation: \$ 427,100
Taxes per Half: \$ 1,186.82
Assessments: Cranberry Creek Phase III Ditch Maintenance \$ 170.53 per half
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 Deed of Easement from Leo Amstutz and Ida L. Amstutz, his wife, to The Ohio Power Company, filed for record November 25, 1952, at Volume 219, Page 327, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

ITEM IV Easement for Channel Purposes from Leo Amstutz, unmarried, and Ida Amstutz, unmarried, to the State of Ohio, filed for record June 2, 1969, at Volume 490, Page 699, of the Deed Records of Allen County, Ohio, a copy of which is attached hereto.

ITEM V Oil and Gas Lease from William E. Begg and Beverly R. Begg, to Roy L. Jennings, filed for record December 10, 1981, at Volume 65, Page 815, of the Lease Records of Allen County, Ohio, a copy of which is attached hereto. A partial interest in this Oil and Gas Lease was assigned by Roy L. Jennings and Helen Jennings to (i) Thomas E. Atkins by a document filed for record March 1, 1982, at Volume 66, Page 119, of the Lease Records of Allen County, Ohio; and (ii) J & J Operating, Inc. by a document filed for record March 1, 1982, at Volume 66, Page 126, of the Lease Records of Allen County, Ohio. J & J Operating, Inc. further assigned (i) an undivided one-quarter of their interest in this Oil and Gas Lease to Balboa Exploration Company by a document filed for record March 1, 1982, at Volume 66, Page 133, of the Lease Records of Allen County, Ohio; (ii) an undivided one-half of their interest in this Oil and Gas Lease to Blue Jay Energy Corporation by a document filed for record March 1, 1982, at Volume 66, Page 140, of the Lease Records of Allen County, Ohio; and (iii) an undivided one-quarter of their interest in this Oil and Gas Lease to Roy L. Jennings by a document filed for record March 1, 1982, at Volume 66, Page 147, of the Lease Records of Allen County, Ohio. Copies of the assignment documents are attached hereto.

Dated at Sidney, Ohio, this 13th day of April, 2021, at 8:30 a.m.

FAULKNER, GARMHAUSEN, KEISTER & SHENK
A Legal Professional Association

By: _____

Thomas J. Potts

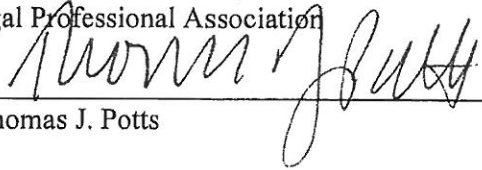
A handwritten signature in cursive script, appearing to read "Thomas J. Potts", is written over a horizontal line. The signature is fluid and stylized, with the first name "Thomas" being the most prominent part.

EXHIBIT "A"

The following described real property located in Monroe Township, Allen County, Ohio and being described as follows:

Situated in the Township of Monroe, County and State aforesaid, and being the East Half of the Northeast Quarter (E ½, NE ¼) of Section 35, Town 2 South, Range 7 East, SAVE AND EXCEPT the following described parcel of land:

Being a part of the Southeast Quarter of the Northeast Quarter of said Section 35 described as Beginning at the Southeast Corner of the above Northeast Quarter (the Grantor's Southeast property corner);

Thence North 89 degrees 37' 54" West 125.01 feet along the Grantor's South property line to a point;

Thence North 1 degree 00' 34" East 165.23 feet to a point;

Thence North 8 degrees 08' 04" East 403.11 feet to a point;

Thence South 88 degrees 59' 26" East 75.00 feet to a point in the centerline of Trumbo-Cook Road;

Thence South 1 degree 00' 34" West 563.83 feet along the Grantor's East property line and the centerline of Trumbo-Cook Road to the point of beginning;

AND SAVE AND EXCEPT the following described parcel of land;

Being a part of the Northeast Quarter (NE ¼) of Section 35, Town 2 South, Range 7 East, Monroe Township, Allen County, Ohio and more particularly described as follows:

Beginning at the Northeast corner of said Section 35 (intersection of the centerlines of U.S. 30 N and Trumbo-Cook Road)*;

Thence South 1 degree 45' West along the East line of said Section 35 (centerline of Trumbo-Cook Road) 454 feet;

Thence North 87 degrees 15' West, 480 feet;

Thence North 1 degree 45' East, 432.25 feet to the North line of said Section 35 (centerline of U.S. 30 N);

Thence East along said North line of Section 35, 480 feet to the place of beginning.

Said premises are conveyed subject to all easements and rights of way of record.

Together with all mineral rights in the property.

*Trumbo-Cook Road is now known as Thayer Road.

Prior Instrument Reference: Volume 919, Page 319

Per the Allen County Auditor, containing an approximate total of 73.610 acres of land.

Parcel No. 27-3500-01-004.000

Prior Instrument Reference: Volume 2014, Page 12273 of the Deed Records of Allen County, Ohio.

219/327

#120838

T EAS	Deed of Easement Ohio Tower Leo & Ida Amstutz	Name and Address Mr. Leo Amstutz Columbus Grove O. R. R. #2	Eas. No. 176 Map No. 174 Drg. No. 0-27211D 11-1 W. O. 600/1614-1/1-2
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This Indenture, made this 4 day of November 1952 by and between Leo Amstutz and Ida L. Amstutz his wife of the County of Allen State of Ohio, parties of the first part, and THE OHIO POWER COMPANY, a corporation organized and existing under the laws of the State of Ohio, party of the second part.

Witnesseth: That for and in consideration of the sum of One Dollar in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part hereby grant, bargain, sell, convey, and warrant

to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege, and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain A line of towers and ~~xxxxxx~~ wires for the purpose of transmitting electric or other power, in, on, along, over, through or across the following described lands situated in Monroe Township, in the County of Allen in the State of Ohio, and part of Section No. 35 Township No. 2-S and Range No. 7-E and bounded:

On the North by the lands of Charles J. Lewis et al
On the East by the East Line of Sec. 35
On the South by the lands of Walter E. Barber
On the West by the lands of William & Alma Amstutz
If an overhang of Wires only. \$50.00 to be paid for Right of Way.

TOGETHER with the right to said party of the second part, its successors and assigns, to place, erect, maintain, inspect, add to the number of and relocate at will, towers, cross-arms or fixtures, and string wires and cables, adding thereto from time to time, across, through or over the above described premises, to cut and, at its option, remove from said premises or the premises of the parties of the first part adjoining the same on either side, any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said towers or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said towers, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said THE OHIO POWER COMPANY, its successors or assigns, shall further pay to us or our heirs or assigns, the sum of Fifty Dollars (\$50.00) for each tower erected on said lands, hereinbefore described, from time to time, whenever and as soon as any towers are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. It is understood and agreed between the parties hereto that no building or structure shall be placed by the grantors herein, their heirs, successors, lessees, or assigns, under or within fifty (50) feet (measured horizontally) of any tower or wire to be constructed over said premises. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

To Have and To Hold the same unto said party of the second part, its successors and assigns.

In Witness Whereof, the parties of the first part have hereunto set their hands the day and year first above written.

Signed and Acknowledged in the presence of:

/s/ E. N. Miller
/t/ E. N. Miller

/t/ Leo Amstutz
/s/ Leo Amstutz

/s/ Lyman P. Clark
/t/ Lyman P. Clark

/s/ Ida L. Amstutz
/t/ Ida L. Amstutz

THE STATE OF OHIO,)
ALLEN COUNTY) ss.

Before me, a Notary Public in and for said County, personally appeared the above named Leo Amstutz and Ida L. Amstutz who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IT WITNESS WHEREOF, I have hereunto set my hand and official seal on this 4th day of November A. D. 1952.

(SEAL)
Lyman P. Clark

Lyman P. Clark
Notary Public.
Lyman P. Clark
My commission expires April 7th, 1955.

Received November 25, 1952
at 10:32 O'Clock A. M.
Recorded November 25, 1952
Fee \$2.00

Margaret N. Davis
RECORDER

EASEMENT FOR CHANNEL PURPOSES ✓

KNOW ALL MEN BY THESE PRESENTS:

That Leo Amstutz, unmarried
and Ida Amstutz, unmarried, the Grantors,

for and in consideration of the sum of FOUR HUNDRED & -----00/100

Dollars (\$ 400.00) and for other good and valuable considerations to them paid by the State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, an easement for the construction of a perpetual watercourse, ditch, channel or other drainage facility in, upon and over the lands hereinafter described and as shown by plans on file in the Department of Highways. The Grantor herein retains the right to use said lands for any and all other purposes provided that such use does not interfere with nor impair the exercise of the easement herein granted.

PARCEL NO. 107-X

Being a parcel of land situated in Allen County, Ohio, Monroe Township, Section 35 NE 1/4, Township 2 S, Range 7 E, and lying on the left side of a survey made by the Department of Highways and recorded in x x x x Book xx, Page x x, of the records of x x Allen x x County and being located within the following described points in the boundary thereof:

Being a part of the south half of the northeast quarter of Section 35 and described as follows:

Commencing at the southeast corner of the above northeast quarter;

thence N 89°37'54" W 125.01 feet along the grantor's south property line to the true point of beginning;
thence N 89°37'54" W 1193.63 feet to a point;
thence N 0°59'44" E 20.00 feet along the west property line of the grantor to a point;
thence S 89°37'54" E 1193.64 feet to a point;
thence S 1°00'34" W 20.00 feet to the true point of beginning.

Grantors claim title by instrument recorded in Volume 284, Page 586, of the Deed Records, Allen County, Ohio.

Description of this parcel is based upon a survey made by Ben K. Bare.

Said Stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

It is understood that the tract of land above described contains 0.55 acres, more or less, exclusive of the present road which occupies 0.00 acres, more or less.

VOL 490 PAGE 699

Easement for Highway Purposes

KNOW ALL MEN BY THESE PRESENTS:

That Leo Amstutz, unmarried,and Ida Amstutz, unmarried,

the Grantor s,

for and in consideration of the sum of FOUR HUNDRED EIGHTY & 00/100

Dollars (\$480.00) and for other good and valuable considerations to them paid by the

State of Ohio, the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release to the said Grantee, its successors and assigns forever, a perpetual easement and right of way for public highway and road purposes, in, upon and over the lands hereinafter described,

situated in Allen County, Ohio, Monroe Township,Section 35 NE 1 Township 2 South Range 7 East

and bounded and described as follows:

PARCEL No. 107

Being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, and recorded in Book X Page , of the records of X Allen X X X County and being located within the following described points in the boundary thereof:

Being a part of the southeast quarter of the northeast quarter of Section 35 and described as follows:

Commencing at the southeast corner of the above northeast quarter (the grantor's southeast property corner);

thence N 1°00'34" E 563.83 feet along the grantor's east property line and the centerline of Trumbo-Cook Road to the true point of beginning;

thence N 88°59'26" W 75.00 feet to a point;

thence N 5°17'55" E 200.56 feet to a point;

thence N 20°59'32" E 117.05 feet to a point;

thence S 88°59'26" E 20.00 feet to a point in the centerline of Trumbo-Cook Road;

thence S 1°00'34" W 310.00 feet along the grantor's east property line and the centerline of Trumbo-Cook Road to the true point of beginning.

Grantors claim title by instrument recorded in Volume 284, Page 586, of the Deed Records, Allen County, Ohio.

This Conveyance has been examined and the Grantor has complied with Section 319.02 of the Revised Code.

FEE \$

EXEMPT ✓

C. S. McKINNEY, County Auditor

Description of this parcel is based on a survey made by Ben K. Bare.

It is understood that the strip of land above described contains 0.41 acres, more or less, ~~exclusive~~ of the present road which occupies 0.14 acres, more or less, inclusive.

Said stations being the Station numbers as stipulated in the hereinbefore mentioned survey and as shown by plans on file in the Department of Highways, Columbus, Ohio.

VOL 490 PAGE 700

TO HAVE AND TO HOLD said easement and right of way unto the Grantee, its successors and assigns forever.

And the said Grantors, for themselves and their heirs, executors, and administrators, hereby covenant with the said Grantee, its successors and assigns that they are the true and lawful owners of said premises, and are lawfully seized of the same in fee simple, and have good right and full power, to grant, bargain, sell, convey and release the same in manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, and that they will warrant and defend the same against all claims of all persons whomsoever.

And for the consideration aforesaid

hereby relinquish to said Grantee, its successors and assigns, all right and expectancy of Dower in the above described premises.

IN WITNESS WHEREOF Leo Amstutz

and

IDA AMSTUTZ

have hereunto set their hands, the on the dates day of as shown by their respective acknowledgements following:
the year of our Lord one thousand nine hundred and

Signed and sealed in presence of:

Spencer V. Walker
Nevel V. Walker
Ruth E. Moser

(1) Leo Amstutz
Leo Amstutz
(2) Ida Amstutz
Ida Amstutz

Name Arnold Hurzinger
Address 899 Malaga Drive, Boca Raton, Fla

Name Grace M. Pertrie
Address 1354 W. 9th Ave, Boca Raton, Fla
STATE OF FLORIDA
PALM BEACH COUNTY ss.:

Before me, a notary public in and for said County and State, personally appeared the above named Ida Amstutz who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Boca Raton, FLORIDA this 19th day of FEBRUARY, A. D. 1969
Arnold Hurzinger
My Commission expires 19

Notary Public, State of Florida at Large
My Commission Expires Aug. 29, 1969
Bonded by American Fire & Casualty Co.

STATE OF OHIO,

PUTNAM

COUNTY

SS.:

Before me, a notary public in and for said County and State, personally appeared the above named Leo Amstutz who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at Columbus Grove, Ohio this 13th day of March, A. D. 1969
 Ruth E. Moser- Notary Public-Putnam County, Ohio
 My Commission expires June 18th, 1972

VOL 490 PAGE 702

STATE OF OHIO,

COUNTY

SS.:

Before me, a in and for said County and State, personally appeared the above named who acknowledged that he did sign the foregoing instrument and that the same is free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at this day of A. D. 19
 My Commission expires 19

STATE OF OHIO,

COUNTY

SS.:

Before me, a in and for said County and State, personally appeared the above named who acknowledged that he did sign the foregoing instrument and that the same is free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at this day of A. D. 19
 My Commission expires 19

STATE OF OHIO,

COUNTY

SS.:

Before me, a in and for said County and State, personally appeared the above named who acknowledged that he did sign the foregoing instrument and that the same is free act and deed.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal at this day of A. D. 19
 My Commission expires 19

266457 Ref

EASEMENT
FOR
WAY PURPOSES
FROM

L. Amstutz

Columbus Grove, Ohio 43830

TO THE
STATE OF OHIO

County: Allen

TRANSFERRED

1969

Auditor

1969

M.

1969

County

Vol. 490, Page 699

Recorder

1969

NOTE

Recorder

This Easement has been recorded

returned to the Department of

412156

OIL AND GAS LEASE

Agreement: Made and entered into the 23rd day of Nov 19 81 by and between WILLIAM E. + BEVERLY R. BEGG of 7055 LUGABILL RD. BUFFETON OHIO 45817 hereinafter called lessor (whether one or more) and ROY L. FENNINGS 1309 GREEN VALLEY DR. OKLAHOMA CITY, OKLAHOMA 73120 hereinafter called lessee.

1. Witnesseth: That lessor, for and in consideration of ONE Dollar, cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto lessee, exclusively, for the purposes of prospecting and exploring by geophysical and other methods, drilling, mining, covering for and producing oil and gas, and of laying pipelines, building and maintaining roadways and of building tanks, power stations and structures thereon to produce, treat, save, care for and remove said production, all that certain tract of land situated in the Township of MONROE County of ALLEN State of OHIO described as follows, to wit:

MONROE
SEC. 35
PT E 1/2
NE 1/4 74 ACRES

of Section 35 Township MONROE Range 7E and containing 74 acres, more or less, and including all lands and interests therein, contiguous or appurtenant to said described land and owned or claimed by lessor, whether or not specifically described above.

2. It is agreed that this lease shall remain in force for a primary term of 5 years from this date and if lessee shall commence to drill within said primary term or any extension thereof, lessee shall have the right to continue drilling completion, with reasonable diligence; said term shall extend as long thereafter as oil and gas, or either of them is or can be produced by lessee from said land or from a communitized unit as hereinafter provided.

3. In consideration of the premises lessee covenants and agrees: To deliver to the credit of lessor, free of cost, into tank reservoirs or into the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

To pay lessor one-eighth (1/8) of the gross proceeds at the wellhead, payable quarterly, for the gas from each well where gas is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas at the wellhead. Where such gas is not sold or used for a period of one year, and there is no producing gas or oil well on said land or on a communitized unit, as hereinafter provided, including said land, lessee may pay or tender as royalty the sum of one dollar (\$1.00) multiplied by the number of acres subject to this lease at the end of each such one year period, payable annually at the end of each such year during which gas is not sold or used, and while such royalty is so paid or tendered this lease shall be held as a producing property under the above paragraph setting forth the primary term hereof. \$3000 LEASE 1ST YEAR - \$48.00 RENT NEXT 4 YEARS PER YR.

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

Lessor agrees to pay one-eighth (1/8) of any and all taxes levied or assessed upon the production of oil or gas from said land, and lessee is hereby authorized to pay such taxes and assessments on behalf of lessor and to deduct the amount so paid from any monies payable to lessor hereunder.

4. If no well be commenced on said land on or before the 23rd day of Nov 19 82, this lease shall terminate as to both parties, unless lessee shall on or before that date pay or tender to lessor or lessor's credit in the CHECK TO BANK WILLIAM E. + BEVERLY BEGG or its successors, as lessor's agent, which shall continue as the depository regardless of changes in ownership of said land, the sum of \$48.00 ONE HUNDRED FORTY EIGHT.

dollars which shall operate as a rental and cover the privilege of deferring the commencement of a well for 12 months from said date. The payment herein referred to may be made in currency, draft, or check at the option of lessee and the depositing of such currency, draft or check in any post office, with sufficient postage and properly addressed to lessor, or said bank, on or before said last mentioned date, shall be deemed payment as herein provided. In like manner and upon like payments or tenders, the commencement of a well may be further deferred for like periods of the same number of months successively during the term of this lease. It is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also lessee's option of extending that period; as aforesaid and any and all other rights conferred.

5. If during the primary term of this lease and prior to the discovery of oil or gas, lessee shall drill a dry hole or holes on this land or land communitized therewith, or, if during the primary term of this lease production on this land or on land communitized therewith shall cease from any cause, this lease shall not terminate provided, within 12 months from the expiration of the last rental period for which rental has been paid or before the next ensuing rental paying date, whichever occurs later in time, operations for the drilling of a well shall be commenced or lessee tenders the payment of rentals in the manner and amount hereinbefore provided.

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

7. 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, lessee shall bury lessee's pipe line below plow depth. No well shall be drilled nearer than 200 feet to the house land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

8. 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 communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately eighty (80) acres and/or gas development unit of not more than approximately three hundred twenty (320) acres but lessee shall in no event be required to drill more than one well on said unit. Each unit may be created by lessee's recording in the Register of Deeds Office within the county or counties in which said unit is situated an instrument identifying the unit so created, if such oil or gas well shall not 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 lessor shall participate in the one-eighth (1/8) royalty from such oil and/or gas development unit only in the proportion that the number of acres owned by lessor within the limitations of such development unit bears to the total number of acres included therein. At the option of lessee, a diagonal well spacing pattern may be followed.

9. 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, drilling or production units, use of material and equipment or otherwise shall be binding on the parties hereto with like effect as though incorporated herein at length.

10. 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 lessee until 30 days after lessee has been furnished with a written transfer or assignment or a true copy thereof, and rentals shall be adjusted in accordance with such change of ownership or assignment at the next succeeding rental anniversary after receipt by lessee of evidence satisfactory to lessee of such change of ownership or assignment. 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 assignment of such part or parts shall fall or make default in the payment of the proportionate part of the rents due from him or them such default shall not operate to defeat or affect this lease insofar as it covers a part of parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

ALL DISTURBED TOPSOIL BE RESERVED FOR RESTORATION. WEB

11. Whenever any well or wells on said lands shall be used by lessees 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 lessor the sum of One Hundred Dollars (\$100.00) per year for each well to be 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 domestic fresh water and lessee agrees to protect adequately lessor's fresh water supply from injury as a result of any of its operations.

12. 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 royalties 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-adjacent tracts, this paragraph shall apply separately to each non-adjacent 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 inoperative as to such portion as consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

13. Lessor hereby warrants and agrees to defend the title to said lands herein described and agrees that 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 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 lease is made as recited herein.

14. 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 lessor, if the lease is not recorded, or by placing a release thereof of record in the proper county, if the 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.

ALL WELL SITES, ACCESS ROADS, COLLECTION TANKS ETC. MUST BE MUTUALLY AGREED UPON WITHIN REASON + GOOD FAITH. THE PROMISE TO DRILL (2) WELLS IN EITHER SEC. 34-35-36 MONROE IN TESTIMONY WHEREOF WE SIGN, This the day of OR SEC. 1-2-3 BATH TUBS.

Witnesses:

Terry L. Adams
William E. Beggs

WITHIN YEAR OF THIS CONTRACT
IS NULL + VOID
APPENDIX A. ATTACHED

STATE OF OHIO
 COUNTY OF LANCASTER
 On this 23 day of NOV., A.D., 1981, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared

ACKNOWLEDGMENT TO THE LEASE

to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

My Commission Expires Aug 2, 1986, Acting In Yankee County, OHIO

STATE OF OHIO)
 COUNTY OF LANCASTER)
 On this 23 day of NOV., A.D., 1981, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared

to me known as the person described in and who executed the foregoing instrument and acknowledged that he had executed the same as his free act and deed.

My Commission Expires Aug 2, 1986, Acting In Yankee County, OHIO

STATE OF OHIO)
 COUNTY OF LANCASTER)
 On this 23 day of NOV., A.D., 1981, before me, a Notary Public in and for said County, personally appeared

to me personally known, who being by me duly sworn, did say that he is a member of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said member acknowledged said instrument to be the free act and deed of said corporation

My Commission Expires Aug 2, 1986, Acting In Yankee County, OHIO

X This form was prepared by Terry L. Adams of Middle Point, Ohio

AN ADDENDUM TO OIL AND GAS LEASE

65 PAGE 817

This addendum to lease is intended to be incorporated by specific reference into a certain Oil and Gas Lease to which it is attached and which has been executed contemporaneously herewith and the same is at all times hereafter to be considered part of said Oil and Gas Lease entered into between the parties set forth in the primary lease agreement. It is additionally agreed between the parties that the Lessee shall indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising from the use, occupancy, conduct, or management of or from any work or thing whatever done in or about the demised premises by the Lessor and will, further, if requested, procure Workmen's Compensation insurance for any of Lessee's employees working in or about the demised premises and in the alternative will furnish satisfactory evidence of liability insurance to protect the Lessor's interest herein and to save them harmless from any liability therefrom.

Lessor reserves 300,000 cubic feet of gas per annum for domestic or farm use at each of the separate tracts of land described herein above, to be taken through his own appliances at any producing gas well and agrees to pay Lessee a fair domestic rate for any gas used in excess thereof. Lessor further covenants and agrees that his taking and use of gas shall be wholly at his own risk, the Lessee shall not be held liable for any accident or damage caused thereby, nor shall Lessee be liable for any shortage or failure in the supply of gas for said farm or domestic use.

Lessee shall repair and replace any and all drainage tile disturbed or damaged while Lessee is upon Lessor's land and the same shall be done to the satisfaction of the Lessor. This shall be cumulative to Paragraph Seven of the lease agreement. The parties further agree to amend Paragraph Thirteen of the lease agreement by adding the following language: The Lessor makes no warranties as to any prior mineral leases presently existing and in full force and effect on the lands described in the lease agreement and any search of the title of said property to determine whether or not there are outstanding mineral rights to persons other than the Lessor shall be solely at the Lessee's expenses.

It is further agreed that Paragraph Ten in the lease agreement shall be amended by adding the following language, to-wit, Lessee acknowledges herein that it is a drilling company and therefore that it will not assign its interest herein without the written consent of the Lessor first had and obtained which consent shall not be unreasonably withheld by the Lessor.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Addendum to an Oil and Gas Lease, the year and date set forth in the Lease itself.

LESSOR:

William E. Bagg

LESSEE:

Terry L. Adams

TERRY L. ADAMS
Notary Public, State of Ohio
My Commission Expires Aug. 2, 1986



STATE OF OHIO,))
Allen COUNTY,)) SS:

On this 23 day of Nov., 1981, before me, the undersigned, a Notary Public in and for said County and State aforesaid personally appeared William & Peggy, to me known as the person described and who executed the foregoing Addendum and acknowledged that they executed the same as their free act and deed.



TERRY L. ADAMS
 Notary Public, State of Ohio
 My Commission Expires Aug. 2, 1986.

Terry L. Adams
 NOTARY PUBLIC

IT IS AGREED THAT AT ANY TIME
 WE SHUT DOWN A PROFITABLE
 PRODUCING WELL, WE SHALL PAY
 LESSOR \$300⁰⁰ THREE HUNDRED DOLLARS
 PER MONTH, PER WELL ON SAID
 LESSOR'S LAND.

1001 65 PAGE 818

RECORDERS OFFICE
 ALLEN COUNTY, OHIO
 RECEIVED FOR RECORD
 AT 1:15 O'CLOCK P.M.

DEC 10 1981

RECORDED DEC 10 1981
 444491 65 PAGE 818
Wm & Peggy
 RECORDERS

See you

Proven in Ohio
T. L. Adams
720 W. Riverside
apt 71
Cincinnati, Ohio
45246

412156 *Rog*

413739

ASSIGNMENT OF PARTIAL INTEREST
IN OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Roy L. Jennings and Helen Jennings

hereafter called Assignor, for and in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign and transfer to:

Thomas E. Atkins
an undivided as set out below of Assignor's
interest in and to the 32 Oil and Gas Leases
in Allen County,
Ohio described and referred to on EXHIBIT "A", attached hereto
and made a part hereof, together with all rights incident there-
to.

A 5% over-riding royalty interest of the net revenue inter-
est (4.375) leaving a total net revenue interest of 83.125%.

After a gross income of ninety thousand dollars (\$90,000.00)
has been recovered from the sale of Oil and/or Gas from the initial
well on each lease; Atkins shall receive 5% of the net Working Inter-
est (amounting to 4.15625 of the 8/8ths Interest). Atkins at this
time will commence to pay 5% of all expenditures of any kind or
nature on said lease.

And for the same consideration, the Assignor covenants with the
said Assignee, his heirs, successors, or assigns that Assignor is the
lawful owner of said leases and rights and interest thereunder and of
the personal property thereon or used in connection therewith; that the
undersigned has good right and authority to sell and convey the same,
and that said rights, interest and property are free and clear from
all liens and incumbrances, and that all rentals and royalties due
and payable thereunder have been duly paid.

Executed the 11th day of February, 1982.

By: Roy L. Jennings
Roy L. Jennings

By: Helen Jennings
Helen Jennings

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS:

Before me, the undersigned, a Notary Public in and for said
County and State of this 11th day of February, 1982.
personally appeared Roy L. Jennings and Helen Jennings
subscribed the name of the maker
thereof to the foregoing instrument and acknowledged to me that
they executed the same as their free and voluntary act and deed,
for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above
written.

My Commission expires 8/31/85

Clayton L. McDaniel
Notary Public



66 REC 119

EXHIBIT "A" TO ASSIGNMENT OF
9 OIL & GAS LEASES - ALLEN CO. OHIO VOL
MONROE TOWNSHIP

66 PAGE 120

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
5-M	Stanley W & Mary L. Barber (h/w)	63	65	789-791-792
6-M	Myrtle Lutterbein & William Lutterbein	73	65	793-795-796
7-M	Ivan D & Iva M. Miller (h/w)	236	65	783-785-786
8-M	William E. & Beverly R. Begg	74	65	815-817-818
9-M	Mary R. Hartman	40	66	53-55
10-M	Robert L. & Elizabeth A. Zimmerman	80	66	56-58-59
11-M	James L. & Barbara Begg (h/w)	59	65	577-578
12-M	Vernon Burkholder & Sons	106	65	575-576
13-M	Bacon & Bakin Farms, Inc.	59	65	579-580
Total Acres More or Less		790		

EXHIBIT "A" TO ASSIGNMENT OF
5 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

(VOL 66 PAGE 121

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
1-M-A	Begg, John H & Rosemary A.	133	65	193
1-M-B	Begg, Lawrence & Helen E	68.5	65	197
1-M-C	Chanticleer Farms, Inc.	80	65	199
1-M-D	McDowell, B Milton & Mary Jane	88	65	195
1-M-E	Trails End, Inc.	80	65	191
Total Acres More or Less		449.5		

These Leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records
of Leases, Book 65 pages 447 & 448. Dated May 20, 1981.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO (VOL 66 PAGE 122)
MONROE TOWNSHIP

Lease #	Lessor	Acreage	Book	Page
3 - M	Davies, Charles D & Eddyth E.	50	65	415
3 - M	Teegardin, Alice H	46	65	407
Total Acres More or Less		96		

These Lesase were acquired by Kenneth J. Barzacchini and
assigned to Roy L. Jennings, Instruments recorded in Records of Leases,
Book 65, page 449.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

VOL. 66 PAGE 123

Lease #	Lessor	Acreage	Book	Page
2-M-B	Schroeder, Melvin J & Angela C	40	65	359
2-M-A	Schroeder, Sam N & Anne C (h/w)	85	65	361
	Total Acres More or Less	125		

These leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records of
Leases Book 65, Page 445.

EXHIBIT "A" TO ASSIGNMENT OF
4 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

VOL 66 PAGE 124

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
4-M	Humphreys, A La Donna	87.9	65	509
4-M	Morris, Paul A & Mary K.	23	65	471
4-M	Selhorst, LeRoy J. & Virginia (h/w)	140	65	507
4-M	Sneary, Roger E & Dorothy M.	27	65	441
Total Acres More or Less		277.9		

These Leases were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases, book 65 page 539.

EXHIBIT "A" TO ASSIGNMENT OF
6 OIL & GAS LEASES - ALLEN CO., OHIO
BATH TOWNSHIP

66 PAGE 125

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
1-B	E.R. & M.M. Keiser	80	65	799-801-802
2-B	Dennis & Virginia Kiracoffe (	9	65	787
3-B	Calvin R. & Marjorie Kiracoffe	183	65	705
4-B	Michael J. Kiracoffe	4	65	707
5-B	Blanch V. Kiracoffe	81	65	709
6-B	Elvin & Mae Baker	98	66	19-21-22

RECORDED MAR 1 1982
MAR 1 1982
RECEIVED FOR RECORD
AT 1:26 PM
413739
100-2-174
Mulligan, Oa
4583

ASSIGNMENT OF PARTIAL INTEREST
IN OIL & GAS LEASE

413740

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Roy L. Jennings and Helen Jennings hereafter called Assignor, for and in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign and transfer to:

J & J Operating, Inc.

and undivided 100% of Assignor's interest in and to the Oil and Gas Leases in Allen County, Ohio described and referred to on EXHIBIT "A", attached hereto and made a part hereof, together with all rights incident thereto.

Assignor's interest in said leases are subject to certain reservations and/or previous assignments heretofore made. T.E. Atkins has been previously assigned a 5% over-riding royalty interest of the net revenue interest (4.375) leaving a total net revenue interest of 83.125%.

After a gross income of ninety thousand dollars (\$90,000.00) has been recovered from the sale of Oil and/or Gas from the initial well on each lease, Atkins shall receive 5% of the net Working Interest (amounting to 4.15625 of the 8/8ths Interest). Atkins at this time will commence to pay 5% of all expenditures of any kind or nature on said lease.

And for the same consideration, the Assignor covenants with the said Assignee, his heirs, successors, or assigns that Assignor is the lawful owner of said leases and rights and interest thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

Executed the 11th day of February, 1982

By: Roy L. Jennings
Roy L. Jennings

By: Helen Jennings
Helen Jennings

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss:

Before me, the undersigned, a Notary Public in and for said County and State of this 11th day of February, 1982 personally appeared Roy L. Jennings and Helen Jennings

subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires 8/31/85

Clarence S. Nealquist
Notary Public



1 VOL 66 PAGE 126

EXHIBIT "A" TO ASSIGNMENT OF
9 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

VOL 66 PAGE 127

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
5-M	Stanley W & Mary L. Barber (h/w)	63	65	789-791-792
6-M	Myrtle Lutterbein & William Lutterbein	73	65	793-795-796
7-M	Ivan D & Iva M. Miller (h/w)	236	65	783-785-786
8-M	William E. & Beverly R. Begg	74	65	815-817-818
9-M	Mary R. Hartman	40	66	53-55
10-M	Robert L. & Elizabeth A. Zimmerman	80	66	56-58-59
11-M	James L. & Barbara Begg (h/w)	59	65	577-578
12-M	Vernon Burkholder & Sons	106	65	575-576
13-M	Bacon & Bakin Farms, Inc.	59	65	579-580
	Total Acres More or Less	790		

VOL 66 PAGE 128

EXHIBIT "A" TO ASSIGNMENT OF
5 OIL & GAS LEASES - ALLEN CO, OHIO
MONROE TOWNSHIP

LEASE #	LEASSOR	ACREAGE	BOOK	PAGE
1-M-A	Begg, John H & Rosemary A.	133	65	193
1-M-B	Begg, Lawrence & Helen E	68.5	65	197
1-M-C	Chanticleer Farms, Inc.	80	65	199
1-M-D	McDowell, B Milton & Mary Jane	88	65	195
1-M-E	Trails End, Inc.	80	65	191
	Total Acres More or Less	449.5		

These Leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records
of Leases, Book 65 pages 447 & 448. Dated May 20, 1981.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

[VOL 66 PAGE 129

Lease #	Lessor	Acreage	Book	Page
3 - M	Davies, Charles D & Eddyth E.	50	65	415
3 - M	Teegardin, Alice H	46	65	407
Total Acres More or Less		96		

These Lesase were acquired by Kenneth J. Barzacchini and
assigned to Roy L. Jennings, Instruments recorded in Records of Leases,
Book 65, page 449.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

VOL 66 PAGE 130

Lease #	Lessor	Acreage	Book	Page
2-M-B	Schroeder, Melvin J & Angela C	40	65	359
2-M-A	Schroeder, Sam N & Anne C (h/w)	85	65	361
	Total Acres More or Less	125		

These leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records of
Leases Book 65, Page 445.

VOL 66 PAGE 131

EXHIBIT "A" TO ASSIGNMENT OF
4 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
4-M	Humphreys, A La Donna	87.9	65	509
4-M	Morris, Paul A & Mary K.	23	65	471
4-M	Selhorst, LeRoy J. & Virginia (h/w)	140	65	507
4-M	Sneary, Roger E & Dorothy M.	27	65	441
	Total Acres More or Less	277.9		

These Lesase were acquired by Kenneth J. Barzacchini and
assigned to Roy L. Jennings. Instruments recorded in Records of Leases,
book 65 page 539.

EXHIBIT "A" TO ASSIGNMENT OF
6 OIL & GAS LEASES - ALLEN CO. OHIO
BATH TOWNSHIP

VOL 66 PAGE 132

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
1-B	E.R. & M.M. Keiser	80	65	799-801-802
2-B	Dennis & Virginia Kiracoffe	9	65	787
3-B	(husband & wife) Calvin R. & Marjorie Kiracoffe	183	65	705
4-B	Michael J. Kiracoffe	4	65	707
5-B	Blanch V. Kiracoffe	81	65	709
6-B	Elvin & Mae Baker	98	66	19-21-22

MAR 1 1982

RECORDERS OFFICE
ALLEN COUNTY, OHIO
RESERVED FOR RECORD
AT 1:37 O'CLOCK P.M.

413740

RECORDED MAR 1, 1982
HALL 101 1/2 PAGE 132
132-31-1-11
108 174
108 24 00
Maid Long & Son
Widderburn, OH

413741

ASSIGNMENT OF PARTIAL INTEREST
IN OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J & J Operating, Inc.
hereafter called Assignor, for and in consideration of \$10.00 and
other good and valuable consideration, the receipt of which is here-
by acknowledged, does hereby sell, assign and transfer to:

Balboa Exploration Company
an undivided one-quarter (1/4) of Assignor's interest in
and to the 32 Oil and Gas Leases in
Allen County,
Ohio described and referred to on EXHIBIT "A", attached hereto and
made a part hereof, together with all rights incident thereto.

Assignor's interest in said leases are subject to certain re-
servations and/or previous assignments heretofore made. T.E. Atkins
has been previously assigned a 5% over-riding royalty interest of
the net revenue interest (4.375) leaving a total net revenue interest
of 83.125%.

After a gross income of ninety thousand dollars (\$90,000.00)
has been recovered from the sale of Oil and/or Gas from the initial
well on each lease, Atkins shall receive 5% of the net Working In-
terest (amounting to 4.15625 of the 8/8ths Interest). Atkins at this
time will commence to pay 5% of all expenditures of any kind or nature
on said lease.

And for the same consideration, the Assignor conveys with the
said Assignee, his heirs, successors, or assigns that Assignor is the
lawful owner of said leases and rights and interest thereunder and of
the personal property thereon or used in connection therewith; that
the undersigned has good right and authority to sell and convey the
same, and that said rights interest and property are free and clear
from all liens and incumbrances, and that all rentals and royalties
due and payable thereunder have been duly paid.

Executed the 11th day of February, 1982

By: Roy L. Jennings

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss:

Before me, the undersigned, a Notary Public in and for said
County and State of this 11th day of February, 1982
personally appeared Roy L. Jennings
subscribed the name of the maker thereof to the foregoing instru-
ment as its President, and acknowledged to me that he executed the
same as his free and voluntary act and deed, and as the free and
voluntary act of the corporation for the uses and purposes therein
set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires 8/31/85

L. J. McFarland
Notary Public



100
66 PAGE 133

EXHIBIT "A" TO ASSIGNMENT OF : VOL 66 PAGE 134
 9 OIL & GAS LEASES - ALLEN CO. OHIO
 MONROE TOWNSHIP

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
5-M	Stanley W & Mary L. Barber (h/w)	63	65	789-791-792
6-M	Myrtle Lutterbein & William Lutterbein	73	65	793-795-796
7-M	Ivan D & Iva M. Miller (h/w)	236	65	783-785-786
8-M	William E. & Beverly R. Begg	74	65	815-817-818
9-M	Mary R. Hartman	40	66	53-55
10-M	Robert L. & Elizabeth A. Zimmerman	80	66	56-58-59
11-M	James L. & Barbara Begg (h/w)	59	65	577-578
12-M	Vernon Burkholder & Sons	106	65	575-576
13-M	Bacon & Bakin Farms, Inc.	59	65	579-580
	Total Acres More or Less	790		

EXHIBIT "A" TO ASSIGNMENT OF
5 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

[VOL 66 PAGE 135

LEASE #	LEASSOR	ACREAGE	BOOK	PAGE
1-M-A	Begg, John H & Rosemary A.	133	65	193
1-M-B	Begg, Lawrence & Helen E	68.5	65	197
1-M-C	Chanticleer Farms, Inc.	80	65	199
1-M-D	McDowell, B Milton & Mary Jane	88	65	195
1-M-E	Trails End, Inc.	80	65	191
	Total Acres More or Less	449.5		

These Leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records
of Leases, Book 65 pages 447 & 448. Dated May 20, 1981.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO [VOL 66 PAGE 136]
MONROE TOWNSHIP

Lease #	Lessor	Acreage	Book	Page
3 - M	Davies, Charles D & Eddyth E.	50	65	415
3 - M	Teegardin, Alice H	46	65	407
Total Acres More or Less		96		

These Lesase were acquired by Kenneth J. Barzacchini and
assigned to Roy L. Jennings, Instruments recorded in Records of Leases,
Book 65, page 449.

VOL 66 PAGE 137

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO., OHIO
MONROE TOWNSHIP

Lease #	Lessor	Acreage	Book	Page
2-M-B	Schroeder, Melvin J & Angela C	40	65	359
2-M-A	Schroeder, Sam N & Anne C (h/w)	85	65	361
Total Acres More or Less		125		

These leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records of
Leases Book 65, Page 445.

EXHIBIT "A" TO ASSIGNMENT OF
4 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

VOL 66 PAGE 138

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
4-M	Humphreys, A La Donna	87.9	65	509
4-M	Morris, Paul A & Mary K.	23	65	471
4-M	Selhorst, LeRoy J. & Virginia (h/w)	140	65	507
4-M	Sneary, Roger E & Dorothy M.	27	65	441
Total Acres More or Less		277.9		

These Lesase were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases, book 65 page 539.

2 VOL 66 PAGE 139

RECORDER'S OFFICE
ALLEN COUNTY, OHIO
RECEIVED FOR RECORD
AT 9:38 O'CLOCK A.M.

Mar 1 1982

RECORDED Mar 1, 1982

Page 22

RECORDED

2424

Mr. D.

Townsend

10

7101

120

413742

ASSIGNMENT OF PARTIAL INTEREST
IN OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J & J Operating, Inc.
hereafter called Assignor, for and in consideration of \$10.00 and
other good and valuable consideration, the receipt of which is here-
by acknowledged, does hereby sell, assign and transfer to:

Blue Jay Energy Corporation

an undivided one-half (1/2) of Assignor's interest in
and to the 32 Oil and Gas Leases in

Allen County,
Ohio described and referred to on EXHIBIT "A", attached hereto and
made a part hereof, together with all rights incident thereto.

Assignor's interest in said leases are subject to certain re-
servations and/or previous assignments heretofore made. T.E. Atkins
has been previously assigned a 5% over-riding royalty interest of
the net revenue interest (4.375) leaving a total net revenue interest
of 83.125%.

After a gross income of ninety thousand dollars (\$90,000.00)
has been recovered from the sale of Oil and/or Gas from the initial
well on each lease; Atkins shall receive 5% of the net Working In-
terest (amounting to 4.15625 of the 8/8ths Interest). Atkins at this
time will commence to pay 5% of all expenditures of any kind or nature
on said lease.

And for the same consideration, the Assignor conveys with the
said Assignee, his heirs, successors, or assigns that Assignor is the
lawful owner of said leases and rights and interest thereunder and of
the personal property thereon or used in connection therewith; that
the undersigned has good right and authority to sell and convey the
same, and that said rights interest and property are free and clear
from all liens and incumbrances, and that all rentals and royalties
due and payable thereunder have been duly paid.

Executed the 11th day of February, 1982

By: Roy L. Jennings

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss:

Before me, the undersigned, a Notary Public in and for said
County and State of this 11th day of February, 1982
personally appeared Roy L. Jennings
subscribed the name of the maker thereof to the foregoing instru-
ment as its President, and acknowledged to me that he executed the
same as his free and voluntary act and deed, and as the free and
voluntary act of the corporation for the uses and purposes therein
set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires 8/31/85

Charles L. Mosier
Notary Public



FILE
66 PAGE 140

EXHIBIT "A" TO ASSIGNMENT OF
9 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

EVOL 66 PAGE 141

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
5-M	Stanley W & Mary L. Barber (h/w)	63	65	789-791-792
6-M	Myrtle Lutterbein & William Lutterbein	73	65	793-795-796
7-M	Ivan D & Iva M. Miller (h/w)	236	65	783-785-786
8-M	William E. & Beverly R. Begg	74	65	815-817-818
9-M	Mary R. Hartman	40	66	53-55
10-M	Robert L. & Elizabeth A. Zimmerman	80	66	56-58-59
11-M	James L. & Barbara Begg (h/w)	59	65	577-578
12-M	Vernon Burkholder & Sons	106	65	575-576
13-M	Bacon & Bakin Farms, Inc.	59	65	579-580
	Total Acres More or Less	790		

EXHIBIT "A" TO ASSIGNMENT OF
5 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP.

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
1-M-A	Begg, John H & Rosemary A.	133	65	193
1-M-B	Begg, Lawrence & Helen E	68.5	65	197
1-M-C	Chanticleer Farms, Inc.	80	65	199
1-M-D	McDowell, B Milton & Mary Jane	88	65	195
1-M-E	Trails End, Inc.	80	65	191
Total Acres More or Less		449.5		

These Leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records
of Leases, Book 65 pages 447 & 448. Dated May 20, 1981.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

(VOL 66 PAGE 143

Lease #	Lessor	Acreage	Book	Page
3 - M	Davies, Charles D & Eddyth E.	50	65	415
3 - M	Teegardin, Alice H	46	65	407
Total Acres More or Less		96		

These Lesase were acquired by Kenneth J. Barzacchini and
assigned to Roy L. Jennings. Instruments recorded in Records of Leases,
Book 65, page 449.

EXHIBIT "A" TO ASSIGNMENT OF VOL 66 PAGE 144
2 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

Lease #	Lessor	Acreage	Book	Page
2-M-B	Schroeder, Melvin J & Angela C	40	65	359
2-M-A	Schroeder, Sam N & Anne C (h/w)	85	65	361
Total Acres More or Less		125		

These leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records of
Leases Book 65, Page 445.

EXHIBIT "A" TO ASSIGNMENT OF (VOL 66 PAGE 145)
4 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
4-M	Humphreys, A La Donna	87.9	65	509
4-M	Morris, Paul A & Mary K.	23	65	471
4-M	Selhorst, LeRoy J. & Virginia (h/w)	140	65	507
4-M	Sneary, Roger E & Dorothy M.	27	65	441
	Total Acres More or Less	277.9		

These Lesase were acquired by Kenneth J. Barzacchini and assigned to Roy L. Jennings. Instruments recorded in Records of Leases, book 65 page 539.

EXHIBIT "A" TO ASSIGNMENT OF
6 OIL & GAS LEASES - ALLEN CO. OHIO
BATH TOWNSHIP

1 VOL 66 PAGE 146

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
1-B	E.R. & M.M. Keiser	80	65	799-801-802
2-B	Dennis & Virginia Kiracoffe	9	65	787
3-B	(husband & wife) Calvin R & Marjorie Kiracoffe	183	65	705
4-B	Michael J. Kiracoffe	4	65	707
5-B	Blanch V. Kiracoffe	81	65	709
6-B	Elvin & Mae Baker	98	66	19-21-22

RECORDED MAR 1 1982
MAR 1 1982
RECEIVED FOR RECORD
AT 9:40 A.M.
413732
Jury E. Adams
Feb 17/82
Middlebush

413743

ASSIGNMENT OF PARTIAL INTEREST
IN OIL & GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J & J Operating, Inc.
hereafter called Assignor, for and in consideration of \$10.00 and
other good and valuable consideration, the receipt of which is here-
by acknowledged, does hereby sell, assign and transfer to:

Roy L. Jennings.
an undivided one-quarter (1/4) of Assignor's interest in
and to the 32 Oil and Gas Leases in
Allen County,
Ohio described and referred to on EXHIBIT "A", attached hereto and
made a part hereof, together with all rights incident thereto.

Assignor's interest in said leases are subject to certain re-
servations and/or previous assignments heretofore made. T.E. Atkins
has been previously assigned a 5% over-riding royalty interest of
the net revenue interest (4.375) leaving a total net revenue interest
of 83.125%.

After a gross income of ninety thousand dollars (\$90,000.00)
has been recovered from the sale of Oil and/or Gas from the initial
well on each lease; Atkins shall receive 5% of the net Working In-
terest (amounting to 4.15625 of the 8/8ths Interest). Atkins at this
time will commence to pay 5% of all expenditures of any kind or nature
on said lease.

And for the same consideration, the Assignor conveys with the
said Assignee, his heirs, successors, or assigns that Assignor is the
lawful owner of said leases and rights and interest thereunder and of
the personal property thereon or used in connection therewith; that
the undersigned has good right and authority to sell and convey the
same, and that said rights interest and property are free and clear
from all liens and incumbrances, and that all rentals and royalties
due and payable thereunder have been duly paid.

Executed the 11th day of February, 1982

Roy L. Jennings
By: Roy L. Jennings

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss:

Before me, the undersigned, a Notary Public in and for said
County and State of this 11th day of February, 1982
personally appeared Roy L. Jennings
subscribed the name of the maker thereof to the foregoing instru-
ment as its President, and acknowledged to me that he executed the
same as his free and voluntary act and deed, and as the free and
voluntary act of the corporation for the uses and purposes therein
set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires 8/31/85

Clara L. Mackay
Notary Public



VOL 66 PAGE 147

EXHIBIT "A" TO ASSIGNMENT OF
9 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

KVOL 66 PAGE 148

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
5-M	Stanley W & Mary L. Barber (h/w)	63	65	789-791-792
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7-M	Ivan D & Iva M. Miller (h/w)	236	65	783-785-786
8-M	William E. & Beverly R. Begg	74	65	815-817-818
9-M	Mary R. Hartman	40	66	53-55
10-M	Robert L. & Elizabeth A. Zimmerman	80	66	56-58-59
11-M	James L. & Barbara Begg (h/w)	59	65	577-578
12-M	Vernon Burkholder & Sons	106	65	575-576
13-M	Bacon & Bakin Farms, Inc.	59	65	579-580
	Total Acres More or Less	790		

EXHIBIT "A" TO ASSIGNMENT OF
5 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

[VOL 66 PAGE 149

LEASE #	LEASSOR	ACREAGE	BOOK	PAGE
1-M-A	Begg, John H & Rosemary A.	133	65	193
1-M-B	Begg, Lawrence & Helen E	68.5	65	197
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1-M-D	McDowell, B Milton & Mary Jane	88	65	195
1-M-E	Trails End, Inc.	80	65	191
	Total Acres More or Less	449.5		

These Leases were acquired by Kenneth J. Barzacchini
and assigned to Roy L. Jennings. Instruments recorded in Records
of Leases, Book 65 pages 447 & 448. Dated May 20, 1981.

EXHIBIT "A" TO ASSIGNMENT OF
2 OIL & GAS LEASES - ALLEN CO. OHIO VOL 66 PAGE 150
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Lease #	Lessor	Acreage	Book	Page
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Total Acres More or Less		96		

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MONROE TOWNSHIP

Lease #	Lessor	Acreage	Book	Page
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2-M-A	Schroeder, Sam N & Anne C (h/w)	85	65	361
	Total Acres More or Less	125		

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4 OIL & GAS LEASES - ALLEN CO. OHIO
MONROE TOWNSHIP

VOL 66 PAGE 152

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
4-M	Humphreys, A La Donna	87.9	65	509
4-M	Morris, Paul A & Mary K.	23	65	471
4-M	Selhorst, LeRoy J. & Virginia (h/w)	140	65	507
4-M	Sneary, Roger E & Dorothy M.	27	65	441
Total Acres More or Less		277.9		

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6 OIL & GAS LEASES - ALLEN CO. OHIO
BATH TOWNSHIP

VOL 66 PAGE 153

LEASE #	LESSOR	ACREAGE	BOOK	PAGE
1-B	E.R. & M.M. Keiser	80	65	799-801-802
2-B	Dennis & Virginia Kiracoffe	9	65	787
3-B	(husband & wife) Calvin R. & Marjorie Kiracoffe	183	65	705
4-B	Michael J. Kiracoffe	4	65	707
5-B	Blanch V. Kiracoffe	81	65	709
6-B	Elvin & Mae Baker	98	66	19-21-22

RECORDERS OFFICE
ALLEN COUNTY, OHIO
RECEIVED FOR RECORD
AT 7:41 O'CLOCK A.M.
MAR 1 1982
RECORDED MAR 1 1982
PAGE 147
443743
Mail
Jany E. Adams
Box 174
Mills, Pa 15404