J. ALAN SMITH
RYAN J. WARNECKE
DALTON J. SMITH
ALEX J. CLARK

Smith, Warnecke, Meredith & Clark Law LLC

ROBERT J. MEREDITH
NICHOLAS J. CLARK
J. MATTHEW FISHER

PRELIMINARY CERTIFICATE OF TITLE OPINION

Prepared for: Dye Real Estate & Land Company

This certifies that the undersigned, Smith, Warnecke, Meredith & Clark Law LLC, attorneys-at-law, have performed an examination and search of all the public records and public indexes of Champaign County, Ohio, relative to the real estate described in Schedule A hereof, said examination and search extending back over a period of not less than Forty (40) years. After performance of such examination, it is the opinion of the undersigned that, subject to the mortgage(s), lien(s), and other matters disclosed and shown under Schedule B hereof, that the fee simple marketable title to the real property described in Schedule A hereof was, as of the date of this certificate, indefeasible vested in:

PARCEL: A01-01-13-19-00-007-00

Carla S. Kohler, Successor Trustee of the Eileen M. Gaier Trust u/a/d March 7, 1991, as amended, who claims title by transfer on death confirmation affidavit dated Mary 9, 2026, and recorded March 30, 2026, in OR 605, Page 1651 and by transfer on death designation affidavit dated January 31, 2025, and recorded February 3, 2025, in OR 599, Page 230 in the records of the Champaign County, Ohio Recording Office.

This certificate does not purport to cover the following: (a) Matters not of record, (b) Rights of persons in possession, (c) Rights to file mechanic's liens, (d) Special taxes and assessments not shown by the County Treasurer's Records, (e) Zoning and other governmental regulations, (f) Liens asserted by the United States and the State of Ohio, their agencies and Officers under the Ohio Solid and Hazardous Waste and Disposal Act and Federal Super Fund 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 property is located, (g) Matters which might be disclosed by a search of Federal Court Records, (h) Future special assessments on the tax duplicate occasioned by past due water bills, sewer bills, weed cutting charges, property clean-up and building maintenance charges assessed by any governmental entities located in Champaign County.

SCHEDULE A

ACCURATE DESCRIPTION OF PROPERTY

Tract 1:

Situated in the Northeast Quarter of Section 19, Town 3, Range 13, B.T.M.R.S., Adams Township, Champaign County, Ohio, being part of a 122.874 acre tract as heretofore conveyed to Carla S. Kohler, Trustee Successor as described in Official Record 605, Page 1651 and Official Record 599, Page 230, being more particularly described as follows;

Beginning at the northeast corner of the northeast quarter of said Section 19 being a railroad spike found;

Thence running along the east line of said northeast quarter and the centerline of Rosewood-Quincy Road (60' R/W), S.04°59'52"W., a distance of 1479.51 feet to a mag nail found at the northeast corner of a 1.937 acre tract as described in Official Record 555, Page 642;

Thence running along said 1.937 acre tract on the following three (3) courses and distances:

1. N.83°10'15"W., a distance of 204.94 feet to a 5/8" iron pin found, passing a 5/8" iron pin found at 30.00 feet;
2. S.06°49'19"W., a distance of 139.08 feet to a 5/8" iron pin set;
3. S.02°19'22"W., a distance of 275.62 feet to a 5/8" iron pin found;

Thence running along a new division line, N.84°26'43"W., a distance of 838.47 feet to a 5/8" iron pin found at the northeast corner of 19.330 acre tract as described in Official Record 564, Page 2793;

Thence running along a new division line, N.04°59'38"E., a distance of 1888.59 feet to a mag nail set in the north line of said northeast quarter, passing a 5/8" iron pin set at 1858.59 feet;

Thence on said north line and the centerline of Shanley Road (60' R/W), S.84°28'45"E., a distance of 1035.00 feet to the Point of Beginning;

Containing 142.210 acres more or less, with 1.711 acres in right of way and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

The above description based on a survey prepared by Michael L. Howbert, Registered Professional Surveyor No. 7959, in August 2026. The basis of bearing is based on Ohio North State Plane Grid, NAD 83, Adjustment 2011 with the centerline of Shanley Road being S.84°28' 45"W.

Tract 2:

Situated in the Northeast Quarter of Section 19, Town 3, Range 13, B.T.M.R.S., Adams Township, Champaign County, Ohio, being part of a 122.874 acre tract as heretofore conveyed to Carla S. Kohler, Trustee Successor as described in Official Record 605, Page 1651 and Official Record 599, Page 230, being more particularly described as follows;

Commencing at the northeast corner of the northeast quarter of said Section 19 being a railroad spike found;

Thence running along the east line of said northeast quarter and the centerline of Rosewood-Quincy Road (60' R/W), S.04°59'52"W., a distance of 1891.76 feet to a mag nail found at the southeast corner of a 1.937 acre tract as described in Official Record 555, Page 642, being the Principal Point of Beginning;

Thence continuing along said east line and the centerline of Rosewood-Quincy Road (60' R/W), S.04°59'52"W., a distance of 764.98 feet to a mag nail found at the northeast corner of a 19.330 acre tract as described in Official Record 564, Page 2793,

Thence running along said 19.330 acre tract on the following two (2) courses and distances:

1. N.84°27'56"W., a distance of 1044.12 feet to a 5/8" iron pin found;
2. N.05°4l '15"E., a distance of 767.88 feet to a 5/8" iron pin found;

Thence running along a new division line, S.84°26'43"E., a distance of 838.47 feet to a 5/8" iron pin found at the southwest corner of 1.937 acre tract as described in Official Record 555, Page 462;

Thence on the south line of said 1.937 acre tract, S.83°41'54"E., a distance of 196.45 feet to the Point of Beginning, passing a 5/8' iron pin found at 166.45 feet;

Containing 18.314 acres more or less, with 0.527 acre in right of way and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

The above description based on a survey prepared by Michael L. Howbert, Registered Professional Surveyor No. 7959, in August 2026. The basis of bearing is based on Ohio North State Plane Grid, NAD 83, Adjustment 2011 with the centerline of Shanley Road being S.84°28'45"W.

Tract 3:

Situated in the Northeast Quarter of Section 19, Town 3, Range 13, B.T.M.R.S., Adams Township, Champaign County, Ohio, being part of a 122.874 acre tract as heretofore conveyed to Carla S. Kohler, Trustee Successor as described in Official Record 605, Page 1651 and Official Record 599, Page 230, being more particularly described as follows;

Commencing at the northeast corner of the northeast quarter of said Section 19 being a railroad spike found;

Thence running along the north line of said northeast quarter and the centerline of Shanley (60' R/W), N.84°28'45"W., a distance of 1035.00 feet to a mag nail set, being the Principal Point of Beginning;

Thence running along a new division line, S.04°59'38"W., a distance of 1888.59 feet to a 5/8" iron pin found at the northeast corner of 19.330 acre tract as described in Official Record 564, Page 2793 , passing a 5/8" iron pin set at 30.00 feet;

Thence on the north line of said 19.330 acre tract, N.82°55'51"W., a distance of 980.97 feet to a 5/8" iron pin found in the east line of a 40 acre tract as described in Official Record 561, Page 991;

Thence running along said east line, N.04°52'45"E., a distance of 1862.12 feet to a mag found in the north line of said northeast quarter, passing a 5/8" iron pin found at 1832.12 feet;

Thence on said north line and the centerline of Shanley Road (60' R/W), S.84°28'45"E., a distance of 984.10 feet to the Point of Beginning;

Containing 42.285 acres more or less, with 0.678 acre in right of way and being subject to all legal highways, rights-of-way, easements, restrictions, covenants, and/or conditions of record.

The above description based on a survey prepared by Michael L. Howbert, Registered Professional Surveyor No. 7959, in August 2026. The basis of bearing is based on Ohio North State Plane Grid, NAD 83, Adjustment 2011 with the centerline of Shanley Road being S.84°28'45"W.

Auditor’s Parcel Number: A01-01-13-19-00-007-00

SCHEDULE B

1. RECORDED MORTGAGES OR DEEDS OF TRUST:

   None.

2. MECHANICS OR MATERIALMEN'S LIENS:

   None.

3. JUDGMENTS, FOREIGN EXECUTIONS OR CERTIFICATES OF JUDGMENT:

   None.

4. LAND CONTRACTS OR RECORDED LEASES:

   None.

5. SUITS PENDING OR LIS PENDENS AFFECTING TITLE:

   None.

6. PARTY WALL AGREEMENTS AND EASEMENTS:

   The pipe line easement in favor of Shell Petroleum Corporation, dated April 28, 1938, and recorded May 20, 1938, in Volume 130, Page 292 in the records of the Champaign County, Ohio Recording Office. This easement was assigned to Inland Corporation, an Ohio Corporation, dated November 1, 1950, and recorded January 25, 1951, in Volume 155, Page 188 in the records of the Champaign County, Ohio Recording Office.

   The pipeline easement in favor of Shell Petroleum Corporation, dated April 29, 1938, and recorded June 10, 1938, in Volume 130, Page 388 in the records of the Champaign County, Ohio Recording Office. This easement was assigned to Inland Corporation, an Ohio Corporation, dated November 1, 1950, and recorded January 25, 1951, in Volume 155, Page 188 in the records of the Champaign County, Ohio Recording Office.

   The oil and gas lease in favor of Detrick & Nagel, dated June 18, 1947, and recorded October 31, 1949, in Volume D, Page 581 in the records of the Champaign County, Ohio Recording Office.

The right of way easement in favor of The Dayton Power & Light Company, dated June 21, 1949, and recorded July 5, 1949, in Volume 152, Page 137 in the records of the Champaign County, Ohio Recording Office.

The easement for cathodic protection facilities, dated July 29, 1958, and recorded August 21, 1958, in Volume 171, Page 573 in the records of the Champaign County, Ohio Recording Office.

7. ENFORCEABLE RESTRICTIONS:

None.

8. OTHER CONDITIONS AFFECTING TITLE:

None.

9. TAXES:

Real estate taxes in the amount of $1,769.63 for the first half of tax year 2025 are paid. Real estate taxes in the amount of $1,494.59 for the second half of tax year 2025 are paid. Real estate taxes and assessments for the tax year 2026 are not yet due and payable but are a lien on the property.

NOTE: The above-described real estate is presently under CAUV. Attention is called to the fact that there could be a possible recoupment of taxes if this property no longer is eligible for said benefit. The real estate described herein appears on the Agricultural Land Tax List. No liability is assumed herein for any lien which may arise by reason of the real estate being included on said list.

TITLE EXAMINED TO, AND THIS CERTIFICATE DATED THIS 9th DAY OF SEPTEMBER 2026, AT 8:00 A.M.

Ryan J. Warnecke
Attorney at Law

PIPE LINE (Only) EASEMENT

STATE OF OHIO)
) SS.
COUNTY OF CHAMPAIGN,)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Forest L. Neese and Minnie Neese, husband and wife, (hereinafter styled "Grantor", whether one or more), for and in consideration of the sum of Ninety-Two and No/100 Dollars ($92.00), in hand paid by Shell Petroleum Corporation, the receipt whereof is hereby acknowledged, doth hereby grant and convey unto Shell Petroleum Corporation, a corporation organized under the laws of the State of Virginia (hereinafter called "Grantee"), its successors and assigns, the right, either as a common or private carrier, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, gas, water and other substances or any thereof, over, through, under and across Grantor's land situated in the County of Champaign and State of Ohio, said tract of land being described as follows, to-wit:

Situate in Adams Township:- The southeast quarter of the northeast quarter and the east half of the southwest quarter of the northeast quarter of Section 19, Town 3, Range 13, containing 60 acres more or less, otherwise known and described as the south half of a parcel bounded as follows:- Beginning at a stone in the public highway at the southeast corner of the northeast quarter of said section 19, and running thence north 2592 3/5 feet; thence west 2013.4 feet; thence south 2592 3/5 feet and east 2013.4 feet to the place of beginning. The above premises contains 60 acres more or less and subject to public easement for highway as now located.

Together with rights of ingress and egress to and from said line or lines, or any of them for the purpose aforesaid; and as to the rights hereby granted, all rights of homestead are hereby released and waived. The Grantor to have the right to use and fully enjoy the above described premises, except as to the rights hereinbefore granted, and the Grantee, its successors and assigns hereby agree to pay any damages which may arise to crops, timber, fences or buildings, of said Grantor from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, one by the Grantee, or its successors or assigns, and the third by the two so appointed, and the award of such three persons, or any two of them, shall be final and conclusive The costs of such arbitration shall be borne equally by Grantor and Grantee.

Should more than one pipe line be laid under this grant at any time, an additional consideration equal to the consideration hereinabove recited, shall be paid for each line so laid after the first line.

All pipe laid under this grant shall be laid upon a route selected by the Grantee, its successors and assigns, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land, and any line laid after the first line shall be laid parallel with and adjacent to said first line.

To Have and to Hold said easement, rights and rights of way unto the said Grantee, its successors and assigns.

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

This instrument embodies the entire agreement between the parties hereto, including the consideration paid or to be paid therefor.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals on this, the 28 day of April, 1938.

Signed and acknowledged
in the presence of:

J. E. Downey and G. A. Berryman
J. E. Downey and G. A. Berryman

Forest L. Neese (Seal)

Minnie Neese (Seal)

ACKNOWLEDGMENT BY MAN AND WIFE

STATE OF OHIO)
) SS.
COUNTY OF SHELBY,)

Before me, a Notary Public, in and for the aforesaid County and State, personally appeared the within named Forest L. Neese and Minnie Neese, his wife, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed. I further certify that I am duly authorized to take acknowledgments to deeds under the laws of the State last herein named.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Sidney, Ohio, in the above named State, this 28th. day of April, 1938.

(Seal) Mary E. Orbison, Notary Public
Shelby County, Ohio.
My Commission Expires July 6, 1938.

Transfer Not Necessary, May 20, 1938. Earl D. Sexton, Auditor.
Received for Record May 20th, 1938 at 3:00 o'clock P. M.
Recorded May 20th, 1938.

$1.10 ✓

A. I. VOKE, Recorder

William L. Dimond Deputy.

CHAMPAIGN COUNTY, OHIO

KNOW ALL MEN BY THESE PRESENTS, That SHELL OIL COMPANY, a Delaware corporation with offices at 50 West 50th Street, New York 20, New York, (hereinafter called "Assignor"), for good and valuable consideration received by Assignor from INLAND CORPORATION, an Ohio corporation with offices in the Midland Building, Cleveland 15, Ohio (hereinafter called "Assignee"), hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to each and all of the following described pipe line easements, valve and valve-box easements, cathodic protection easements and other instruments, and all of Assignor's right, title and interest, under and by virtue of said easements and other instruments, in and to the respective lands in Champaign County, Ohio, described therein, which easements and other instruments were executed and delivered to Assignor or to Shell Oil Company, Incorporated (formerly named Shell Petroleum Corporation), Assignor's predecessor in title, and are described by the following references to their respective grantors, dates and data of recording in the office of the Recorder of Champaign County, Ohio:

Champaign County

R/W No. 3021
Grantor - J. L. Clayton, et ux
Date - April 29, 1938
Recording - Book 130, page 293

R/W No. 3022
Grantor - Odessa Lowe, a widow
Date- April 29, 1938
Recording - Book 130, page 287

R/W No. 3023
Grantor - Zella Wells, a single person
Date - May 16, 1938
Recording - Book 130, page 404

R/W No. 3024
Grantor - William L. Stabler, et ux
Date - May 5, 1938
Recording - Book 130, page 402

R/W No. 3025
Grantor - Sarah J. Clay, a widow
Date - May 2, 1938
Recording - Book 130, page 396

Grantor - The Northwestern Mutual Life Insurance Company
Date - September 13, 1938
Recording - Book 96, page 7

R/W No. 3029
Grantor - George Wallace, et al
Date - June 10, 1938
Recording - Book 130, page 403

Grantor - G. V. Fromme
Date - May 25, 1938
Recording - Book 95, page 106

Grantor - G. V. Fromme
Date - April 27, 1942
Recording - Book 1, page 327

R/W No. 3031
Grantor - A. Lawrence Curl, a single person
Date - May 21, 1938
Recording - Book 130, page 418.

Grantor - Lizzie J. Curl, a widow, et al
Dated - May 17, 1938
Recording - Book 130, page 419

R/W No. 3033
Grantor - John E. Stabler, et ux
Date - May 16, 1938
Recording - Book 130, page 400.

R/W No. 3035
Grantor - G. O. Weimer, et ux
Date - April 29, 1938
Recording - Book 130, page 388.

Champaign County -

Grantor - The Federal Farm Mortgage Corp. by the Federal Land Bank of Louisville, Attorney-in-fact
Date - August 25, 1938
Recording - Book (Release) 3, page 328

Grantor- The Federal Land Bank of Louisville
Date - August 25, 1938
Recording - Release Book 3, page 327

R/W No. 3037
Grantor - Forest L. Neese, et ux
Date - April 28, 1938
Recording - Book 130, page 292.

(CONTINUED ON NEXT PAGE)

Grantor - William A. Yinger, et ux
Date - April 29, 1938
Recording - Book 130, page 281

Grantor- William A. Yinger, et ux
Date - April 29, 1938
Recording - Book 130, page 280

Grantor - The Northwestern Mutual Life Insurance Company
Date - September 13, 1938
Recording- Book 96, page 47

R/W No. 3041
Grantor - Mae B. Hoffman, et vir
Date - April 29, 1938
Recording - Book 130, page 290

R/W No. 3043
Grantor - Edna C. Stephenson, et al
Date - April 29, 1938
Recording - Book 138, page 381
130

Grantor - Edna C. Stephenson, et vir
Date - April 29, 1938
Recording - Book 130, page 294 .

R/W No. 3045
Grantor - Lola Fay Moore, et vir
Date - April 29, 1938
Recording - Book 130, page 289 .

R/W No. 3047
Grantor - Franklin E. Bailor, et ux
Date - May 2, 1938
Recording - Book 130, page 354 .

Grantor - Franklin E. Bailor, et ux
Date - May 18, 1938
Recording - Book 130, page 412

R/W No. 3049
Grantor - Grant McMorran, et ux
Date - May 2, 1938
Recording - Book 130, page 378 .

Grantor - First Central National Bank
Date - May 24, 1938
Recording - Book 95, page 105

R/W No. 3051 Champaign County - 3
Grantor - J.M.Buroker, a single person
Date - May 3, 1938
Recording - Book 130, page 357 -

R/W No. 3053
Grantor - William H. Buroker, et ux
Date - May 3, 1938
Recording - Book 130, page 358 .

R/W No. 3055
Grantor - James R. Beaty, et ux
Date - April 29, 1938
Recording - Book 130, page 284

R/W No. 3057
Grantor - John W. Kiser, et al
Date - May 25, 1938
Recording - Book 130, page 420.

R/W No. 3059
Grantor - John W. Blackford, et ux
Date - May 6, 1938
Recording - Book 130, pages 355, 356

R/W No. 3061
Grantor - Ada O. Pence, et vir
Date - May 2, 1938
Recording - Book 130, page 379

R/W No. 3063
Grantor - Robert M. Barger, a widower
Date - May 2, 1938
Recording - Book 130, page 286

R/W No. 3065
Grantor - Charles S. Bollinger, a widower
Date - May 3, 1938
Recording - Book 130, page 352 .

Grantor - Frank D. Brubaker
Date - May 18, 1938
Recording Book 95, page 62

R/W No. 3067
Grantor - Robert M. Barger
Date - May 2, 1938
Recording - Book 130, page 285 .

(continued)

Date - May 3 ,1938
Recording - Book 130, page 387

R/W No. 3071
Grantor - David P. Kizer, et ux
Date - May 2, 1938
Recording - Book 130, page 288

Grantor David P. Kizer, et ux
Date - June 14, 1938
Recording - Book 130, page 498

Champaign County-4

Grantor - First Central National Bank
Date - May 24, 1938
Recording - Book 94, page 102

R/W No. 3073
Grantor - Charles A. Wiant, et ux
Date - May 3, 1938
Recording - Book 130, page 386

R/W No. 3075
Grantor - Arthur G. McBeth, et ux
Date - May 2, 1938
Recording - Book 130, page 291

R/W No. 3077
Grantor - Elmer Smith, et ux
Date - May 16, 1938
Recording - Book 130, page 399

Grantor - Elmer Smith, et ux
Date - May 14, 1938
Recording - Book 130, page 398

R/W No. 3079
Grantor - Charles S. Bollinger, et al
Date - May 3, 1938
Recording - Book 130, pages 394, 395

R/W No. 3081
Grantor - Eva O. Furnas, et vir
Date - May 2, 1938
Recording - Book 130, page 360

R/W No. 3083
Grantor - Clarence C. Reed, et ux
Date - May 2, 1938
Recording - Book 130, page 380

R/W No. 3085
Grantor - Russell P. Faulkner, et ux
Date - May 2, 1938
Recording - Book 130, page 361

Grantor - Russell P. Faulkner, et ux
Date - May 20, 1938
Recording - Book 130, page 413

Grantor - The Central National Bank, consolidated with First Central National Bank, St. Paris, Ohio
Date - May 24, 1938
Recording - Book 95, page 104

R/W No. 3089
Grantor - Charles S. Bollinger, a widower, et al
Date - May 3, 1938
Recording - Book 130, pages 392, 393

R/W No. 3091
Grantor - Edward V. Brecount, et ux
Date - May 3, 1938
Recording - Book 130, page 353

Champaign County-5

Grantor - the Federal Land Bank of Louisville
Date - November 15, 1938
Recording - Book 96, page 163

R/W No. 3093
Grantor - James E. Kite, et ux
Date - May 5, 1938
Recording - Book 130, page 370

R/W No. 3095
Grantor - F.E.Kite, et ux
Date- May 4, 1938
Recording - Book 130, page 369

Grantor- Central National Bank, consolidated with First Central National Bank, St. Paris, Ohio
Date - May 24, 1938
Recording - Book 95, page 103

(continued)

Grantor - Robert L. Mathews, a single person, et al
Date- May 24, 1938
Recording - Book 130, page 416

Grantor - Mary A. Smith, et vir
Date - May 9, 1938
Recording - Book 130, page 417

Grantor - Edward Mathews, a single person, et al
Date - May 3, 1938
Recording - Book 130, page 415

R/W No. 3099
Grantor - J.E.Kite, et ux
Date - May 5, 1938
Recording - Book 130, page 371

R/W No. 3101
Grantor - R.M.Kite, et ux
Date - May 3, 1938
Recording- Book 130, page 372

R/W No. 3103
Grantor - Orva Johnson, a widow
Date - May 4, 1938
Recording - Book 130, page 397

Grantor- the Federal Land Bank of Louisville
Date - October 20, 1938
Recording - Book 96, page 15

Grantor - The Federal Farm Mortgage Corp. by the Federal Land Bank of Louisville, Attorney-in-fact
Date - October 20, 1938
Recording - Book 96, page 16

R/W. No. 3105 Champaign County - 6
Grantor - Wid P. Sturgeon, et ux
Date - May 3, 1938
Recording - Book 130, page 384

R/W No. 3107
Grantor - Lizzie Loudenback, a widow
Date - May 3, 1938
Recording - Book 130, page 377

R/W.No. 3109
Grantor - Wid P. Sturgeon, et ux
Date May 3, 1938
Recording - Book 130, page 383

R/W No. 3111
Grantor - Leonidas W. Loudenback, et ux
Date - May 3, 1938
Recording - Book 130, page 376

R/W No. 3113
Grantor - Emery T. Evilsizor, et ux
Date - May 3, 1938
Recording - Book 130, page 359

Grantor - Federal Land Bank of Louisville
Date - October 31, 1938
Recording - Book 96, page 48

R/W No. 3115
Grantor - Wilson Hart, et ux
Date - May 3, 1938
Recording - Book 130, page 367

Grantor - First Central National Bank
Date - May 24, 1938
Recording - Book 95, page 107

R/W No. 3117
Grantor - Elwood G. Thomas, et ux
Date - May 3, 1938
Recording - Book 130, page 385

Grantor - Federal Farm Mortgage Corporation
Date - November 9, 1938
Recroding - Book 96, page 79

Grantor - The Federal Land Bank of Louisville
Date - November 9, 1938
Recording - Book 96, page 80

R/W No. 3119
Grantor - Harry E. Stevens, et ux
Date - May 11, 1938
Recording - Book 130, page 401

Grantor - Harry E. Stevens, et ux
Date - June 17, 1938
Recording - Book 130, page 499

(continued)

Date - May 18, 1938
Recording - Book 130, page 411

R/W No. 3123
Grantor - Harry L. Baker, Et ux
Date - May18, 1938
Recording - Book 130, page 405

R/W No. 3125
Grantor - A.C.Gundolf, a single person
Date - May 6, 1938
Recording - Book 130, page 362

Grantor - Federal Land Bank of Louisville
Date - September 24,1938
Recording - Book 96, page 5

R/W No. 3127
Grantor - John Leonard, et ux
Date - May 4, 1938
Recording - Book 130, page 375

R/W No. 3129
Grantor - S.J.T.Davis, et ux
Date - May19, 1938
Recording - Book 130, page 410

R/W No. 3131
Grantor - Bert L. Lutz, et ux
Date - May 4, 1938
Recording - Book 130, page 373

Grantor - Emory Dibert
Date - May 19, 1938
Recording - Book 95, page 101

R/W No. 3133
Grantor - Mary B. Shaffer, et vir
Date - May 18, 1938
Recording - Book 130, page 414

Grantor - The Peoples Savings & Loan Company
Date - May 24, 1938
Recording - Book 95, page 108

R/W No. 3135
Grantor - Bert L. Lutz, et ux
Date - May 4, 1938
Recording - Book 130, page 374

Grantor - Emory Dibert
Date - May 19, 1938
Recording - Book 95, page 109

R/W No. 3137
Grantor - J. Soloman Hill, et ux
Date - May 5, 1938
Recording - Book 130, page 366

R/W No. 3139 Champaign County - 8
Grantor - Ivan Goddard, et al
Date - May 7, 1938
Recording - Book 130, pages 363, 364

R/W No. 3141
Grantor - Nancy L. Shaffer, a widow
Date - May 5, 1938
Recording - Book 130, page 382

R/W No. 3143
Grantor - Justin Gentis, a widower
Date - May 4, 1938
Recording - Book 130, page 365.

Grantor - Federal Land Bank of Louisville
Date - September 20, 1938
Recording - Book 96, page 6

Grantor - Federal Land Bank of Louisville, Agent - The Federal Farm Mortgage Corp.
Date September 20, 1938
Recording - Book 96, page 4

R/W No. 3145
Grantor - John W. Ireland, et ux
Date - May 4, 1938
Recording - Book 130, page 368

together with all of Assignor's rights, privileges and benefits under each and all of said easements and other instruments;

TO HAVE AND TO HOLD the same unto assignee and its successors and assigns, forever.

(continued)

the same are recorded, as above set forth, in the office of the Recorder of Champaign County, Ohio.

This Assignment is executed and delivered by Assignor and accepted by Assignee subject to all of the covenants, terms and conditions set forth in theabove-described easements and other instruments; and by the acceptance of this Assignment, Assignees, for itself and its successors and assigns, agrees to keep and perform all of the covenants and agreements set forth in said easements and other instruments on the part of Assignor to be kept and performed, and to save Assignor, its successors and assigns, harmless from all claims, expenses and liability occasioned by any breach of this agreement by Assignee or its successors or assigns.

This Assignment is made without any covenants or warranties of title whatsoever, express or implied.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its Vice President and its seal to be affixed hereto and attested by its Assistant Secretary as of the first day of November, 1950.

Witnesses:
G.A.Berryman
R.T.Knowles

SHELL OIL COMPANY
By A.J.Galloway, Vice President
Attest: W.F.Kenney, Assistant Secretary

(SEAL)

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 28th day of December, 1950, before me, a Notary Public in and for said County in said State, personally appeared A.J.Galloway and W.F.Kenney, known to me to be the persons who, as Vice President and Assistant Secretary, respectively, of Shell Oil Company, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and on behalf of said corporation as such officers, respectively; that the same is their free act and deed as such officers, respectively, and the free and corporate act and deed of said corporation; that they were duly authorized thereunto by its Board of Directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Elizabeth L. Esposite, Notary Public
State of New York
com. exp. March 30, 1952

(SEAL)
Received for Record January 25, 1951 at 1:30 o'clock p.m.
Recorded January 25, 1951
Fee $6.00

Warren Everhart, Recorder
Joan Landes Deputy

STATE OF OHIO)
) SS.
COUNTY OF CHAMPAIGN)

KNOW ALL MEN BY THESE PRESENTS: That the undersigned G. O. Weimer & Bessie A. Weimer, his wife, (hereinafter styled "Grantor", whether one or more), for and in consideration of the sum of Ninety-Two and No/100 Dollars ($92.00), in hand paid by Shell Petroleum Corporation, the receipt whereof is hereby acknowledged, doth hereby grant and convey unto Shell Petroleum Corporation, a corporation organized under the laws of the State of Virginia (hereinafter called "Grantee"), its successors and assigns, the right, either as a common or private carrier, from time to time, to lay, construct, reconstruct, replace, renew, operate, maintain, repair, change the size of, and remove pipes and pipe lines for the transportation of oil, petroleum or any of its products, gas, water and other substances, or any thereof, over, through, under and across Grantor's land situated in the County of Champaign and State of Ohio, said tract of land being described as follows, to-wit:

Township of Adams; Being located in Section Nineteen (19) Township Three (3), Range Thirteen (13) Adams Township, Champaign County, Ohio. Beginning at the northeast corner of said section nineteen (19); thence north 84 degrees 55' west with the section line Two thousand nineteen and one-tenth (2019.1/10) feet to the northeast corner of land belonging to Chas. G. Stabler; thence with the east line of said Stabler south 4 degrees 15' west one thousand two hundred ninety six and two tenths feet (1296-2/10) to a concrete monument; thence south 84 degrees 52' east Two Thousand thirteen and four tenths feet (2013-4/10) to a concrete monument in the east line of said Section nineteen (19) thence north 4 degrees 30' east with said section line and the center of the Rosewood and Quincy Pike one thousand two hundred ninety six and two tenths feet (1296 2/10) to the beginning, containing sixty (60) acres of land.

Together with rights of ingress and egress to and from said line or lines, or any of them for the purpose aforesaid; and as to the rights hereby granted, all rights of homestead are hereby released and waived. The Grantor to have the right to use and fully enjoy the above described premises, except as to the rights hereinbefore granted, and the Grantee, its successors and assigns, hereby agree to pay any damages which may arise to crops, timber, fences or buildings, of said Grantor from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Grantor, one by the Grantee, or its successors or assigns, and the third by the two so appointed, and the award of such three persons, or any two of them, shall be final and conclusive The costs of such arbitration shall be borne equally by Grantor and Grantee.

Should more than one pipe line be laid under this grant at any time, an additional consideration equal to the consideration hereinabove recited, shall be paid for each line so laid after the first line.

All pipe laid under this grant shall be laid upon a route selected by the Grantee, its successors and assigns, and shall be buried to such depth as not to interfere with the ordinary cultivation of said land, and any line laid after the first line shall be laid parallel with and adjacent to said first line.

To Have and to Hold said easement, rights and rights of way unto the said Grantee, its successors and assigns.

This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

This instrument embodies the entire agreement between the parties hereto, including the consideration paid or to be paid therefor.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands and seals on this, the 29 day of April, 1938.

Signed and acknowledged
in the presence of:

G. A.Berryman and J. E.Downey — G. O. Weimer (Seal)

W. C. Baker and Harriet Baker — Bessie A. Weimer (Seal)

ACKNOWLEDGMENT BY INDIVIDUALS

STATE OF TEXAS, COUNTY OF CAMERON, SS.

Before me, a Notary Public in and for the aforesaid County and State, personally appeared the within named Bessie A.Weimer, wife of G. O. Weimer who acknowledged that she did sign the foregoing instrument, and that the same is her free act and deed. I further certify that I am duly authorized to take acknowledgments to deeds under the laws of the State last herein named.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Harlingen, Texas in the above named State, this 29th. day of April, 1938.

(Seal) C. D. Lester, Notary Public in and
for Cameron, Co. Texas
My Commission expires June 1st, 1939.

ACKNOWLEDGMENT BY MAN AND WIFE

STATE OF OHIO, COUNTY OF CHAMPAIGN, SS.

Before me, a Notary Public, in and for the aforesaid County and State, personally appeared the within named G. O. Weimer who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed. I further certify that I am duly authorized to take acknowledgments to deeds under the laws of the State last herein named.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Rosewood, in the above named State, this 27 day of April, 1938.

(Seal) J. E. Downey, Notary Public
Champaign County, Ohio
My Commission Expires Nov. 15-1939.

Transfer Not Necessary, June 10, 1938. Earl D. Sexton, Auditor.
Received for Record June 10th, 1938 at 1:00 o'clock P. M.
Recorded June 11th, 1938.

$1.30 ✓

A. I. VOKE, Recorder

Deputy.

Donald L. Neese
Maxine Neese

To

The Dayton Power and Light Company

KNOW ALL MEN BY THESE PRESENTS:

That Donald L. Neese and Maxine Neese, Husband and Wife in consideration of One Dollar to them paid by The Dayton Power and Light Company, the receipt of which is hereby acknowledged, do hereby grant and convey unto said The Dayton Power and Light Company, its successors and assigns forever, the right of way and easement, subject to legal highways, for a line for the transmission and/or distribution of electric energy thereover, for any and all purposes for which electric energy is now, or may hereafter be used, with the right to construct, maintain and use or remove said line and appurtenances subject to the conditions hereinafter contained, over and across the following premises, viz:

Situated in Adams Township, Champaign County, Ohio and being a tract of land containing 60 acres, more or less, situated in Section 19, Township 3, Range 13; and being the same premises conveyed to the grantors herein in a deed recorded in Deed Book No. 147, page 288 of the deed records of Champaign County, Ohio.

The aforesaid line shall consist of wooden poles, or steel and concrete structures, or both, together with all necessary equipment, wires, cables, anchors, fixtures and appliances appurtenant thereto. The centerline of said line shall be approximately along the following course, viz:

Beginning at a point in the east property line (which is also the centerline of Champaign County Road No. 20), 26 feet south of the north property line (which is also the centerline of Champaign County Road No. 32B); thence westwardly parallel to and 26 feet south of the north property line, 2019.1 feet, more or less, to a point in the west property line.

In the event Champaign County Road No. 20 or Champaign County No. 32B should be widened or relocated, said The Dayton Power and Light Company, its successors or assigns, may, but shall not be required to relocate or reconstruct said line and appurtenances, so that the centerline of said line as relocated or reconstructed shall not be more than one (1) foot outside of the road as widened or relocated.

CONSTRUCTION COVERED BY THIS GRANT HAS BEEN INSPECTED AND CONFORMS THEREWITH. Date 6/21/49 By C. A. Eaton

The Dayton Power and Light Company, its successors and assigns, by its employees and agents, may enter upon said premises from time to time to erect, repair and maintain or remove said line or part thereof and to cut and remove such trees or other obstructions as, in the opinion of the grantee herein, may now or at any time hereafter interfere with the use, maintenance and successful operation of said line, and to place and string wires and cables thereon and to repair and maintain or remove the same.

That said The Dayton Power and Light Company, its successors and assigns, shall hold the grantors, their heirs, executors, administrators, and assigns, harmless from any and all damages to persons or property that may arise from or be caused by the negligence of The Dayton Power and Light Company, its successors or assigns, or their agents, servants, or employees, in the construction, maintenance or use of said pole line.

It is further agreed that failure of said The Dayton Power and Light Company, its successors and assigns, or any of them, to enter upon said tract or parcel of real estate or any part thereof, or to exercise any of the rights and privileges hereby granted and conveyed shall not work a forfeiture or abandonment of the rights and privileges hereby granted and conveyed in whole or in part nor shall any such failure to enter upon said tract or parcel of real estate above described be construed as a surrender of the rights and privileges hereby granted and conveyed.

The acceptance of this conveyance by The Dayton Power and Light Company shall operate as an agreement by it for itself, its successors and assigns to all the terms and conditions hereof, and it and they shall be bound thereby.

IN WITNESS WHEREOF, the said Donald L. Neese and Maxine Neese, Husband and Wife have hereunto subscribed their names this 21st day of June 1949.

Signed and acknowledged in the presence:

C. A. Eaton
W. L. Hunt

Donald L. Neese
Maxine Neese

Approved Law Department The Dayton Power & Light Co. William M. Mathews

STATE OF OHIO, COUNTY OF CHAMPAIGN, SS:

Be it remembered, that on this 21st day of June, in the year of our Lord One Thousand Nine Hundred and Forty-nine, before me, the subscriber, a Notary Public in and for said County, personally came Donald L. Neese and Maxine Neese the grantors in the foregoing Instrument and acknowledged the signing thereof to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

(Seal)

W. L. Hunt, Notary Public
Champaign County, O.
Comm. Exp. Dec. 5, 1949

Transferred Jul. 5, 1949, C.R.Barger, Aud. by Garner Calland, Dep.
Received for Record July 5, 1949 at 10:15 o'clock a.m.
Recorded July 5, 1949

Fee $1.00

Warren Everhart, Recorder

Joan Heer, Deputy

THIS AGREEMENT, Made this 18 day of June, 1947, by and between Donald & Maxine Neese, of Champaign County, State of Ohio of the First Part, and Detrick & Nagle of Logan County, State of Ohio of the Second Part,

WITNESSETH, That for and in consideration of the rents and roylties, hereinafter specified, the party of the First Part has and does hereby grant and lease to the party of the Second Part the exclusive right of searching for and producing Petroleum and Natural Gas, with the rights necessary to do these things; and the right to assign, sublet and subdivide a certain tract or parcel of land situated in Adams Township, Champaign County, State of Ohio, bounded and described as follows:

On North by lands of County Road No. 32.
On East by lands of Rosewood & Quincy Pike
On South by lands of Doctor Yinger
On West by lands of Wm. Stadler

Containing 120 acres, more or less.

To have and to hold the said premises for the term of five years, from this date, and so much longer as Oil or Gas can be produced in paying quantities, or rent or royalty is paid.

The Second Party agrees:
1st. To deliver to the First Party in tanks or pipes lines the one 1/8 part of all Oil produced and saved on these premises.
2d. If Gas is found in paying quantities and utilized away from this farm to pay to the party of the First Part 3 cts. per Cu. foot Dollars per annum for the Gas from each well so used.
3d. To conduct operations so as to interfere least with farming privileges.
4th. To drill no well within 250 feet of the buildings on these premises except by consent of the First Party.
5th. To complete a well on the block, of which this property is a part, within 3 years from this date, unavoidable accidents excepted. And failure to drill said well shall operate a forfeiture and cancellation of this Lease unless the Lessee shall thereafter pay a rental of. ..per acre per year until a well is so completed, or he elects to surrender this lease.

The Second Party may at hisoption pay any rental monthly. This block, of which this property is a part, being the block of.. .acres in.....Township, ...County, State of.....on waters of.. .....

Second Party shall have use of water and gas for necessary machinery, and the right to haul machinery and to lay pipe lines to convey water, oil or gas on and across said premises, from this or other property; also the right to remove any machinery or fixtures placed on the premises by... .and may at any time surrender this Lease and be released from all liability thereunder.

All conditions and covenants herein shall extend to the heirs, successors or assigns of the parties thereto.

All erasures and interlineations made before signing.

IN WITNESS WHEREOF, We the said Parties of the First and Second Parts, have hereunto set our hands, the day and year first above written.

Witness:

John P. Bailey
Cyril Neese

Donald Neese
Maxine Neese

THE STATE OF OHIO, CHAMPAIGN COUNTY, SS.

BE IT REMEMBERED, That on this 6th day of Sept., 1947, before me, the subscriber, a Notary Public in and for said County, personally came the above named Donald Neese and Maxine Neese the parties named in the foregoing Lease, and acknowledged the signing of the foregoing instrument to be their act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

J.E. Downey
Comm. exp. 11-6-48.

(SEAL)

Received for record Oct. 31, 1949 at 10:40 A.M.
Recorded Oct. 31, 1949.
Fee $1.00

Warren Everhart, Recorder

M J Hayslip Deputy

EASEMENT FOR CATHODIC PROTECTION FACILITIES

OHIO

R/W E-3035

VOL 171 PAGE 573

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Donald L. Neese & Maxine Neese

(herein called "Grantor", whether one or more), in consideration of the sum of One Hundred Dollars and no/100 Dollars ($ 100.00)

received, hereby grant(s) and convey(s) to INLAND CORPORATION, an Ohio corporation with offices at Midland Building, Cleveland, Ohio (herein called "Grantee"), an easement to construct, reconstruct, replace, renew, operate, inspect, maintain, repair, add to, change the size and/or the location of, and remove cathodic protection facilities consisting of ground beds, rectifier, overhead and underground cables, wires, poles, anchors and other appurtenant facilities (herein collectively called "Facilities") on, over, under and across the following described land in the County of Champaign, State of Ohio:

Township of Adams; Beginning at the Northeast Corner of Section 19, Township 3, Range 13, Thence North 84 degrees 55 minutes West with section line 2019 1/10 feet to the Northeast corner of land belonging to Charles G. Stabler; thence with East line of said Stabler South 4 degrees 15 minutes West 1296 2/10 feet to a concrete monument; thence South 84 degrees 52 minutes East 2013 4/10 feet to a concrete monument in the East line of Section 19, thence North 4 degrees 30 minutes East with said section line and the center of the Rosewood and Quincy Pike 1296 2/10 feet to beginning.

together with the rights of ingress and egress to and from the Facilities for the aforesaid purposes, and to trim and keep trimmed any trees or other obstructions around or along the Facilities, so as to maintain a clearance of at least five feet therefrom; all as appurtenant to, and for the purpose of protecting against corrosion, Grantee's pipe line or lines now or hereafter located on or in the vicinity of said land;

TO HAVE AND TO HOLD said easement and rights unto Grantee, its successors and assigns, forever.

The Facilities shall be at such locations on said land as Grantee may select; and Grantee shall pay any damages which may arise to existing crops, timber, fences or buildings of Grantor, from the exercise of the easement and rights hereby granted.

Grantor shall have the right to use and fully enjoy said land in any and all ways which do not prevent or interfere with the exercise of the easement and rights hereby granted. Grantor hereby releases and waives all rights of dower, curtesy and homestead for all purposes hereof, and covenants with Grantee that Grantor is seized of said land in fee simple and has good right to grant said easement and rights, that the same are free from all encumbrances, and that Grantor will warrant and defend title to said easement and rights against all lawful claims and demands whatsoever.

This instrument embodies the entire agreement between Grantor and Grantee with respect to the subject matter hereof, including the consideration paid or to be paid in connection therewith. The easement and rights hereby granted and all the covenants and conditions hereof shall bind and inure to the benefit of Grantor's heirs, successors and assigns and Grantee's successors and assigns.

No tenant - D. L. N.

IN WITNESS WHEREOF, this instrument is signed, sealed and delivered by Grantor on the 29th day of July, 1958.

Witnesses:

Beulah Friend and Clark L. Hodson — Donald L. Neese (SEAL) Donald L. Neese

Beulah Friend and Clark L. Hodson — Maxine Neese (SEAL) Maxine Neese

_____ and _____ _____ (SEAL)

_____ and _____ _____ (SEAL)

This instrument was prepared by C. M. Wright, a representative of Grantee.

ACKNOWLEDGEMENT BY SINGLE PERSONS

STATE OF OHIO)
) SS.:
COUNTY OF _____)

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ in said State, this _____ day of _____, 19 ___.

My Commission Expires _____

_____
Notary Public

ACKNOWLEDGEMENT BY HUSBAND AND WIFE

STATE OF OHIO)
) SS.:
COUNTY OF Champaign)

Before me, a Notary Public, in and for said County and State, personally appeared the within named Donald L. Reese and Maxine Reese who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Urbana in said State, this 29th day of July, 1958.

My Commission Expires 12-6-1960

Beulah Friend
Notary Public
Beulah Friend

STATE OF OHIO)
) SS.:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the within named _____ and _____, his wife, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ in said State, this _____ day of _____, 19 ___.

My Commission Expires _____

_____
Notary Public

ACKNOWLEDGEMENT BY CORPORATION

STATE OF OHIO)
) SS.:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and _____, known to me to be the persons who, as _____ President and _____ Secretary, respectively, of _____, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that they did so sign said instrument in the name and on behalf of said corporation as such officers respectively; that the same is their free act and deed as such officers respectively and the free and corporate act and deed of said corporation, that they were duly authorized thereunto by its board of directors; and that the seal affixed to said instrument is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____ in said State, this _____ day of _____, 19 ___.

My Commission Expires _____

_____
Notary Public

20030

CHAMPAIGN CO., OHIO
TRANSFER Not Necessary
AUG 21 1958
C. R. BARGER, Auditor
By _____ Deputy

Filed for Record this 21 day of Aug., 19 58
at 9:24 o'clock A. M.
Book 171 Page 573-574
Recorded Aug. 22 1958
C. V. Gaffney
Recorder, Champaign County, Ohio
By _____