

The RE 95

REV. JAN 2007

C/R/S FAI-37-06.10

Parcel 1-SH1,SH2,T

PID 110412

The purpose of the RE 95 is to identify improvements in the take area, to classify these improvements as real property or personal property and to identify who owns these improvements. Improvements classified as real property are valued in the appraisal process and ODOT will purchase these improvements. Items classified as personal property are moved in the relocation process.

Address of Property	7460 Lancaster-Newark Road, NE, SE Corner of SR 204 (Blacklick Eastern Rd. NE) and SR 37 (Lancaster-Newark Rd. NE), Baltimore, Ohio 43105
Name of Person Occupying the Property	Name Unknown (Electric Company) and Rumpke
Fee Owner's Name:	Eichorn Limited Partnership (Phil Eichorn 614-329-4568)
Brief Description of Property Type:	Farm / Dilapidated Commercial

Description of Improvements in Take Area:	Classification (Real or Personal Property)	Ownership (Fee/Tenant)
1. Block Structure	Real	Fee
2. Contents of Block Structure	Personal Property	Tenant
3. Utility Poles (Approximately 40 +/-)	Personal Property	Tenant
4. Large Dumpster (Rumpke) and contents	Personal Property	Tenant
5. Large Storage Container and contents	Personal Property	Tenant
6.	Choose an item.	Choose an item.
7.	Choose an item.	Choose an item.
8.	Choose an item.	Choose an item.
9.	Choose an item.	Choose an item.
10.	Choose an item.	Choose an item.

The RE 95

REV JAN 2007

C/R/S FAL-37-06.10
Parcel 1-SH1,SH2,T
PID 110412

11.	Choose an item	Choose an item
12.	Choose an item.	Choose an item.
Attach an Addendum if more space is needed for inventory.		

The parties signing this form understand that all items classified as real property must be present on the property when ODOT takes possession. The amount paid to the owner will be reduced by the value of any items that are not present on the property when ODOT takes possession.

Fee Owner: Signature Declined to Sign

Name Printed: Phil Eichorn

Date: 06/30/20

Tenant/Occupant: Signature: _____

Name Printed: _____

Date: _____

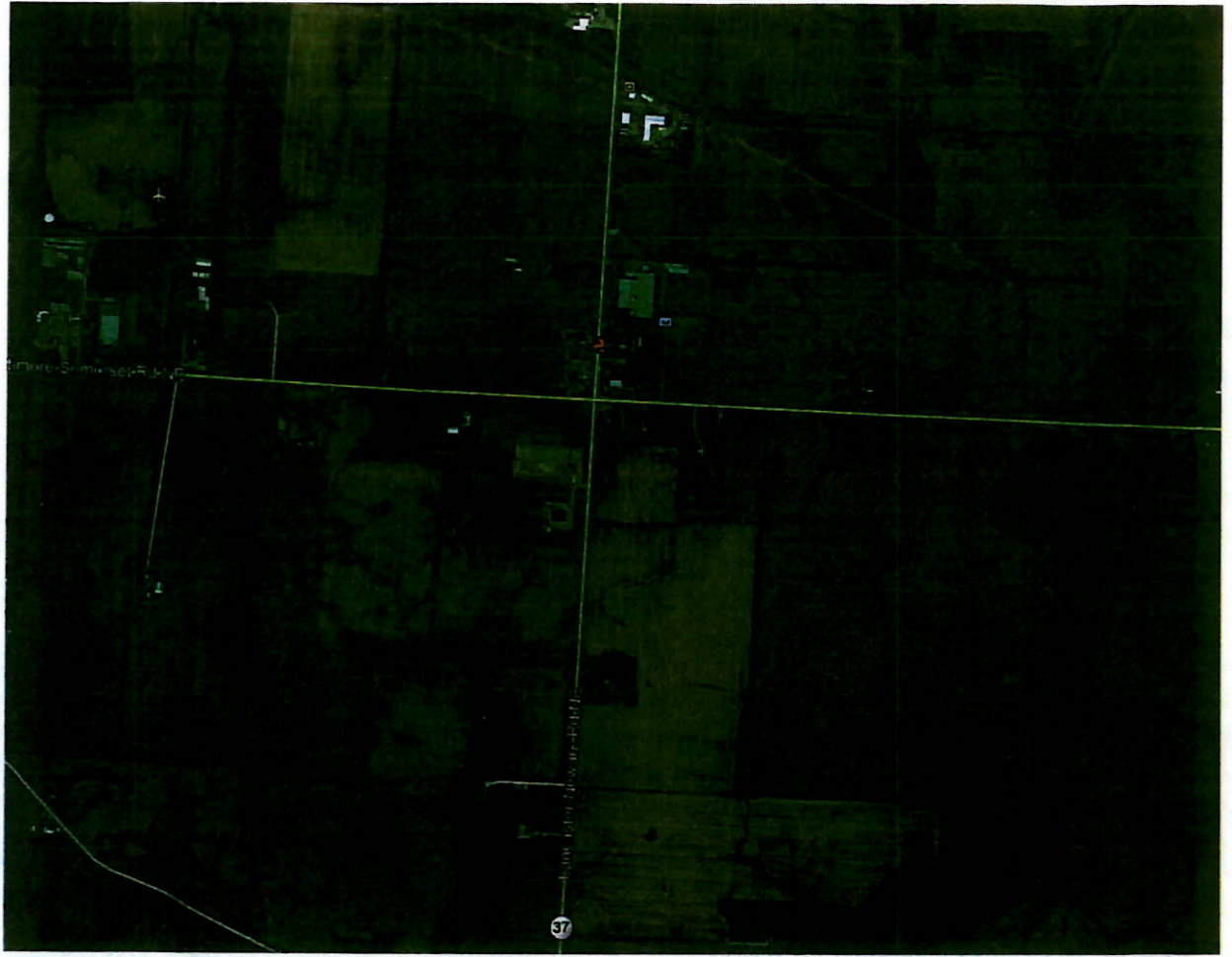
Agent for ODOT: Signature: *David Weber*

Name Printed: David Weber

Date: 06/30/20

Comment area (if needed):

The owner could not remember the name of the company that he leased the property to. He said he would look that up and provide it to the appropriate person.





OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 5

CALCULATION SHEET

DATE: _____ INITIALS: _____

PID: _____ CHECKED BY: _____

CRS: _____

ITEM NO: _____ ITEM EXT: _____

DESCRIPTION: _____



~~Keenan Cross~~

Peggy

North American

AHC

OTS - Bowen

Venueca

All
Asbestos
Abatement
Companies

NOT DISPOSAL Companies

TITLE REPORT

C/R/S	FAI-37-256
PARCEL	3-SH
PID	95383
SJN	457855

INSTRUCTION:

- (1) R.C. 163.01 (E) defines "owner" as "any individual, partnership, association, or corporation having any estate, title, or interest in any real property sought to be appropriated." ODOT expands this definition to include, but is not limited to, all fee owners, life tenants, remaindermen, mortgagees, tenants and subtenants (whether or not a lease is recorded), occupants, possessors, lienholders, easement owners, judgment creditors, etc.
- (2) ODOT procedures require that pertinent attachments be part of the Title Report/Title Chain in compliance with Section 5102.04 (II)(J) of its Real Estate Procedures Manual.

(1) **FEE OR OTHER PRIMARY OWNERS**

<u>Name & Address</u>	<u>Marital Status (Spouse's Name)</u>	<u>Interest Fee</u>
Eichhorn Limited Partnership, an Ohio limited partnership	N/A	

Property Address:
7640 Lancaster-Newark Rd. NE
Baltimore, OH 43105

Tax Bill Mailing Address:
1410 Pleasantville Rd. NE
Pleasantville, OH 43148

Statutory/Registered Agent Address:
CPM Statutory Agent Corp.
366 East Broad Street
Columbus, OH 43215

Tel: Unlisted

(2) **BRIEF DESCRIPTION OF SUBJECT PREMISES**

(From deed to present owner or other instruments containing a valid description. Give deeds of record, include the size of each parcel)

Current Deed: OR 1477, Page 2270 (Attached)

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Township 16, Range 18, Section 29
Containing 113.854 acres

APN: 049-02612-30 (113.85 acres)- Searched

No contiguous parcels found during search

(3-A) **MORTGAGES, LIENS AND ENCUMBRANCES**

<u>Name & Address</u>	<u>Date Filed</u>	<u>Amount & Type of Lien</u>
OR 1477, Page 2278 (Attached) Mortgagor: Eichhorn Limited Partnership, an Ohio limited partnership Mortgagee: First Bremen Bank 119 Main Street Bremen, OH 43107	10-10-2007	\$945,000 & Open-End Mortgage

(3-B) LEASES

<u>Name & Address</u>	<u>Commercial/Residential</u>	<u>Term</u>
OR 1559, Page 2141 (Attached) Assignor: Anschutz Exploration, etal Assignee: Chesapeake AEC Acquisition, L.L.C., an Oklahoma limited liability company 6100 North Water Avenue Oklahoma City, Oklahoma 73118	Commercial/Residential Assignment	No term noted Filed: 12-17-2010
OR 1559, Page 2084 (Attached) Assignor: Anschutz Exploration Corporation, a Delaware Corporation Assignee: Chesapeake AEC Acquisition, L.L.C., an Oklahoma limited liability company 6100 North Water Avenue Oklahoma City, Oklahoma 73118	Assignment, Bill of Sale and Conveyance	No term noted Filed: 12-17-2010
OR 1549, Page 0616 (Attached) Assignor: Anschutz Exploration Corporation Assignee: Anschutz Exploration Corporation on behalf of Ansbro Petroleum Company LLC Royalty Pool, etal.	Assignment of Overriding Royalty	No term noted Filed: 8-26-2010
OR 1540, Page 2973 (Attached) Assignor: T.S. Dudley Land Company, Inc. Assignee: Anschutz Exploration Corporation 555 Seventeenth Street Suite 2400 Denver, CO 80202	Assignment of Oil and Gas Lease	No term noted Filed: 5-3-2010
OR 1502, Page 0046 (Attached) Lessor: Eichhorn Limited Partnership, an Ohio limited partnership Lessee: Dudley Land Company, Inc. 5925 North Robinson Avenue Oklahoma City, OK 73118	Oil and Gas Lease	No term noted Filed: 10-03-2008

(3-C) EASEMENTS

<u>Name & Address</u>	<u>Type</u>
OR 1517, Page 0869 (Attached) Grantor: Eichhorn Limited Partnership Grantee: Northeast Ohio Natural Gas Corp., 5640 Lancaster Newark Rd. Pleasantville, Ohio 43148 This easement is within the proposed acquisition area	Pipeline Right of Way
OR 1477, Page 2270 (Attached) Grantor: Watson Farm, Ltd, an Ohio limited liability company Grantee: Eichhorn Limited Partnership, an Ohio limited partnership 5345 Bixby Road Canal Winchester, Ohio 43110 This easement is not within the proposed acquisition area	Ingress/Egress Easement

(4) DEFECTS IN TITLE-IRREGULARITIES-COMMENTS (Record or Off Record)

None noted

(5) TAXES AND SPECIAL ASSESSMENTS (List by auditor's tax parcel number, description, amount, etc.)

County: Fairfield Township: Walnut School District: Liberty Union-Thurston LSD

AUD. PAR. NO(S)	Land (100%)	Building (100%)	Total (100%)	Taxes
049-02612-30 (113.85 acres)	<u>\$641,130.00</u>	<u>\$62,020.00</u>	<u>\$703,150.00</u>	<u>\$2,120.97 per half</u>

There are no Special Assessments found on Auditor's website
Property taxes are current

(6) CAUV (Current Agricultural Use Value)

Is the property under the CAUV Program: Yes: No:

Comments:

Auditor Parcel number 049-02612-30 is enrolled in the CAUV Program

This Title Report covers the time period from 10-10-2007 to 2-10-2016. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally known by the undersigned pertaining to Parcel(s) 3-SH and presently standing in the name of Eichhorn Limited Partnership, an Ohio limited partnership as the same are entered upon the several public records of Fairfield County.

Date & Time 2-10-2016 7:59 am (am/pm)

Signed 
Print Name Megan Matrka

UPDATE TITLE BLOCK

This Title Report covers the time period from 2-10-2016 to _____. The undersigned hereby verifies that this Title Report is an abstract of the real estate records for that period of time, which reflects all currently relevant instruments and proceedings of record and those of record matters personally know by the undersigned pertaining to Parcel(s) 3-SH and presently standing in the name of _____ as the same are entered upon the several public records of Fairfield County.

Date & Time _____ (am/pm)

Signed _____

Print Name _____

Comments from the agent who prepared the Title Update

Jon Husted Ohio Secretary

[Jon Husted & the Office](#) | [Elections & Voting](#) | [Campaign Finance](#) | [Legislation & Ballot Issues](#) | [Businesses](#) | [Records](#) | [Media Center](#) | [Publications](#)

Business Filing Portal

your **BUS**

INESS begins here

[Print this report](#)

Corporation Details

Corporation Details		
Entity Number	1191180	
Business Name	EICHHORN LIMITED PARTNERSHIP	
Filing Type	LIMITED PARTNERSHIP	
Status	Active	
Original Filing Date	11/03/2000	
Expiry Date		
Location:	County:	State:
Agent / Registrant Information		
CPM STATUTORY AGENT CORP. 366 EAST BROAD STREET COLUMBUS, OH 43215 Effective Date: 11/03/2000 Contact Status: Active		
Incorporator Information		
MARIAN L. EICHHORN PHILLIP E. EICHHORN STEPHEN H. EICHHORN		
Filings		
Filing Type	Date of Filing	Document Number/Image
LIMITED PARTNERSHIP	11/03/2000	200031901526



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/15/2000	200031901526	LIMITED PARTNERSHIP (CLP)	85.00	.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

CARLIE, PATCHEN & MURPHY
366 E. BROAD STREET
COLUMBUS, OH 43215

STATE OF OHIO

Ohio Secretary of State, J. Kenneth Blackwell

1191180

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

EICHHORN LIMITED PARTNERSHIP

and, that said business records show the filing and recording of:

Document(s)

LIMITED PARTNERSHIP

Document No(s):

200031901526



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 3rd day of November,
A.D. 2000.

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by
 Bob Taft, Secretary of State
 30 East Broad St. 14th Floor
 Columbus, Ohio 43266-0418
 Form CLP (July 1994)

RECEIVED
 SECRETARY OF STATE
 Approved _____
 Date _____

2000 NOV -3 AM 10:25
 Fee \$85.00*

CLIENT SERVICE CENTER

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership in accordance with Ohio Revised Code Chapter 1782, do hereby certify as follows:

1. The name of the limited partnership shall be:

THE EICHHORN LIMITED PARTNERSHIP

2. The address of the principal place of business of the partnership shall be:

**5345 Bixby Road
 Canal Winchester, Ohio 43110**

3. The name and address of the limited partnership's agent for service of process in Ohio is:

**CPM Statutory Agent Corp.
 366 East Broad Street
 Columbus, Ohio 43215**

4. The name and business or residence address of each GENERAL PARTNER is:

**Marian L. Eichhorn
 5345 Bixby Road
 Canal Winchester, OH 43110**

**Phillip E. Eichhorn
 8865 Diley Road
 Canal Winchester, OH 43110**

**Stephen H. Eichhorn
 2990 Canal Drive
 Millersport, OH 43046**


5. The undersigned hereby certify that this limited partnership has been in existence since (N/A), and that this certificate is being filed solely to comply with Ohio Revised Code Section 1782.83(A)(1).

The foregoing item 5 is to be completed, and is applicable ONLY IF the subject limited partnership was in existence prior to July 1, 1994. If not applicable, please insert "N/A" in the blank designated for the pre-existing date.


EVP/DAO/KSC/439917.1
 001224.001

6. Other provisions: None.

IN WITNESS WHEREOF, the undersigned has caused this Certificate to be executed this 1st day of November, 2000.


Phillip S. Eichhorn, General Partner


Marian L. Eichhorn, General Partner


Stephen H. Eichhorn, General Partner

INSTRUCTIONS

1. Pursuant to ORC 1782.02, the name of the limited partnership must include the words "Limited Partnership", "L.P.", "Limited", or "Ltd.", and shall NOT contain the name of a limited partner unless either of the following are true:
 - a. It is also the name of a general partner;
 - b. the business of the limited partnership had been carried on under that name before the admission of that limited partner.
2. Pursuant to ORC 1782.01(H), a limited partnership must be created by a minimum of two persons. The certificate must be signed by all General Partners.
3. *If this certificate of limited partnership is being filed solely to comply with the provisions of Ohio Revised Code Section 1782.63(A)(1), then no filing fee is required.

[Ohio Revised Code Section 1782.08]

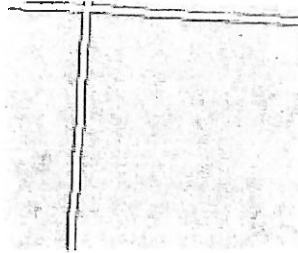
RVP/DAO/KSC/439917.1
001224.001

Data For Parcel 0490261230

3-5H

Base Data

Parcel: 0490261230
Owner: EICHHORN LIMITED PARTNERSHIP
Address: 7640 LANCASTER-NEWARK RD NE



[+] Map this property.

Mailing Address

Mailing Name: EICHHORN LIMITED PARTNERSHIP
Address: 1410 PLEASANTVILLE RD NE
City State Zip: PLEASANTVILLE OH 43148

Taxing District

City: UNINCORPORATED
Township: WALNUT TOWNSHIP
School District: LIBERTY UNION-THURSTON L.S.D.

Legal

Neighborhood: 00064009 WALNUT TWP DIST 049
Legal Description: R 18 T 16 S 29 SW NW
Map Number: 0-0-0

Legal Acres: 113.85
Land Use: (111) A - CASH GRAIN OR GENERAL FARM
Property Class: AGRICULTURAL
Range Township Section: 0-0-0

Valuation

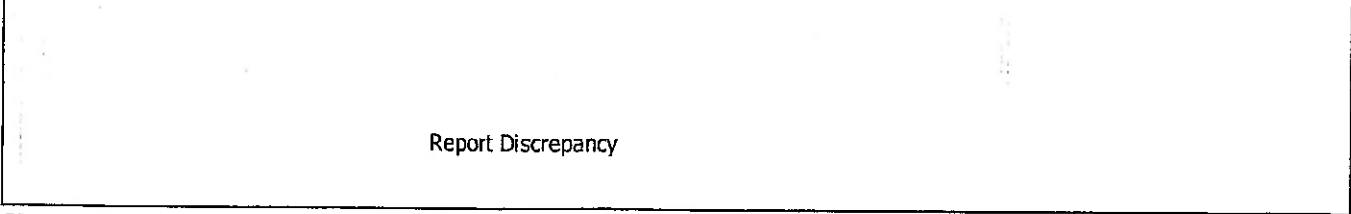
	Appraised	Assessed (35%)
Land Value:	\$641,130.00	\$224,400.00
Building Value:	\$62,020.00	\$21,710.00
Total Value:	\$703,150.00	\$246,110.00
CAUV Value:		\$216,210.00
Taxable Value:		\$97,380.00

Tax Credits

2.5% Homesite Rollback: NO
Homestead Reduction: NO

Notes

Notes:



Report Discrepancy

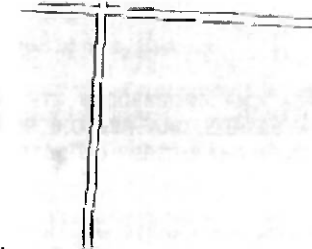
GIS parcel shapefile last updated 2/1/2016 8:07:36 AM.
CAMA database last updated 2/8/2016 12:24:32 AM.

Data For Parcel 0490261230

* Taxes shown below HAVE BEEN certified by the Fairfield County Auditor.

Tax Data

Parcel: 0490261230
Owner: EICHHORN LIMITED PARTNERSHIP
Address: 7640 LANCASTER-NEWARK RD NE



[+] Map this property.

[View and Print Tax Bill](#)

Change Tax Year: 2015 ▼

Property Tax

	Tax Year 2015 Payable 2016	
	First Half	Second Half
Gross Charge:	\$3,281.71	\$3,281.71
Reduction Factor:	(\$937.77)	(\$937.77)
10% Rollback:	(\$222.97)	(\$222.97)
2.5% Homesite Rollback:	\$0.00	\$0.00
Homestead Reduction:	\$0.00	\$0.00
Special Assessments:	\$0.00	\$0.00
CAUV Recoupment:	\$0.00	\$0.00
Penalties And Adjustments:	\$0.00	\$0.00
Subtotals:	\$2,120.97	\$2,120.97
Prior Charges:		\$0.00
Full Year Total:		\$4,241.94
Payments:		\$0.00
Half Year Due:	\$2,120.97	<input type="button" value="Pay This Amount"/>
Full Year Due:	\$4,241.94	<input type="button" value="Pay This Amount"/>

Special Assessments

No data found for this parcel.

Payments

No data found for this parcel.

[Report Discrepancy](#)

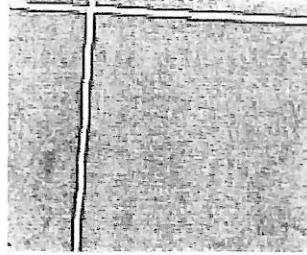
GIS parcel shapefile last updated 2/8/2016 8:16:16 AM.

CAMA database last updated 2/15/2016 12:24:13 AM.

Data For Parcel 0490261230

Sales Data

Parcel: 0490261230
Owner: EICHHORN LIMITED PARTNERSHIP
Address: 7640 LANCASTER-NEWARK RD NE



[+] Map this property.

Sales

Sale Date	Transfer Date	Sale Price	Seller	Buyer	Current Deed	Sale Validity
10/10/2007		\$945,000.00	WATSON FARM LTD	EICHHORN LIMITED PARTNERSHIP	1477/2270	0 - VALID

Report Discrepancy

GIS parcel shapefile last updated 2/8/2016 8:16:16 AM.

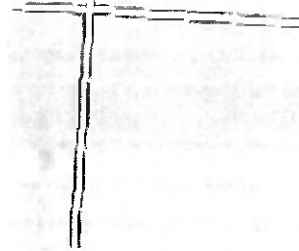
CAMA database last updated 2/15/2016 12:24:13 AM.

Data For Parcel 0490261230

* Taxes shown below HAVE BEEN certified by the Fairfield County Auditor.

Tax Data

Parcel: 0490261230
Owner: EICHHORN LIMITED PARTNERSHIP
Address: 7640 LANCASTER-NEWARK RD NE



[+] Map this property.

[View and Print Tax Bill](#)

Change Tax Year: 2015 ▾

Property Tax

	Tax Year 2015 Payable 2016	
	First Half	Second Half
Gross Charge:	\$3,281.71	\$3,281.71
Reduction Factor:	(\$937.77)	(\$937.77)
10% Rollback:	(\$222.97)	(\$222.97)
2.5% Homesite Rollback:	\$0.00	\$0.00
Homestead Reduction:	\$0.00	\$0.00
Special Assessments:	\$0.00	\$0.00
CAUV Recoupment:	\$0.00	\$0.00
Penalties And Adjustments:	\$0.00	\$0.00
Subtotals:	\$2,120.97	\$2,120.97
Prior Charges:		\$0.00
Full Year Total:		\$4,241.94
Payments:		\$0.00
Half Year Due:	\$2,120.97	<input type="button" value="Pay This Amount"/>
Full Year Due:	\$4,241.94	<input type="button" value="Pay This Amount"/>

Special Assessments

No data found for this parcel.

Payments

No data found for this parcel.
 Report Discrepancy

GIS parcel shapefile last updated 2/8/2016 8:16:16 AM.
 CAMA database last updated 2/15/2016 12:24:13 AM.

Know all Men by These Presents

Zoe7

Pl 3-5H

That Watson Farm, Ltd., an Ohio limited liability company, of Fairfield County, State of Ohio, for valuable consideration paid, grants with general warranty covenants, to Eichhorn Limited Partnership, an Ohio limited partnership, whose tax mailing address is 5345 Bixby Road, Canal Winchester, Ohio 43110, the following real property:

Being a 113.854 acre parcel in Walnut Township, Fairfield County, Ohio as more particularly described in "Exhibit A" attached hereto and made a part hereof by reference.

EXCEPTING AND RESERVING TO GRANTOR, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS MORE PARTICULARLY DESCRIBED IN "EXHIBIT B" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

Access to this parcel shall be by a shared drive located on the property conveyed herein. The center line of said shared drive shall be at least 495 feet south of the drive serving Fairfield County Parcel No. 049-02637-13, which is currently owned by Joshua and Stephanie Freisner.

Subject to taxes and assessments which are now or may hereafter become liens on said premises, all of which the Grantee hereby assumes and except easements, rights of way, leases, conditions, restrictions and legal highways, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

Prior Instrument Reference: Volume 663, Page 140, Deed Records, Fairfield County, Ohio.

Executed this 4th day of October, 2007.

Watson Farm, Ltd.,
an Ohio limited liability company

By: Donna M. Shumaker
Donna M. Shumaker, Managing Member

State of Ohio
County of Fairfield

ss. Before me, a Notary Public in and for said County and State, personally appeared the above named Donna M. Shumaker, Managing Member of Watson Farm, Ltd., an Ohio limited liability company, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed and the free act and deed of said company.

In Testimony Whereof, I have hereunto set my hand and at Lancaster, Ohio this 4th day of October, A.D. 2007.

TRANSFERRED

OCT 10 2007

Barbara Curtiss
County Auditor, Fairfield County, Ohio

Brian D. Shonk
Notary Public - State of Ohio



BRIAN D. SHONK
ATTORNEY AT LAW
Notary Public, State of Ohio
LIFETIME COMMISSION

REAL ESTATE CONVEYANCE

FEE \$ 3780.00

EXEMPT # _____

Barbara Curtiss
AUDITOR, FAIRFIELD COUNTY, OHIO

200700021842
Filed for Record in
FAIRFIELD COUNTY, OHIO
GENE WOOD
10-10-2007 At 01:17 PM.
DEED 76.00
RR Book 177 Page 2270 - 2277

Executed this 17th day of October, 2007.

Eichhorn Limited Partnership,
an Ohio limited partnership

By: [Signature]
Phillip E. Eichhorn, General Partner

By: [Signature]
Stephen H. Eichhorn, General Partner

State of Ohio
County of Fairfield

ss. Before me, a Notary Public in and for said County and State, personally appeared the above named Phillip E. Eichhorn and Stephen H. Eichhorn, General Partners of Eichhorn Limited Partnership, an Ohio limited partnership, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said partnership.

In Testimony Whereof, I have hereunto set my hand and official seal, at Lancaster, Ohio this 17th day of October, A.D. 2007.

[Signature]
Notary Public - State of Ohio



BRIAN D. SHONK
ATTORNEY AT LAW
Notary Public, State of Ohio
LIFETIME COMMISSION

This instrument prepared by: Carrie S. Snoke, Attorney at Law
Dagger, Johnston, Miller, Ogilvie & Hampson, LLP
144 East Main Street, Lancaster, Ohio 43130


TOBIN-McFARLAND SURVEYING, INC.


Professional Land Surveyors

 111 West Wheeling Street
 Lancaster, Ohio 43130
 Phone (740) 687-1710
 Fax. (740) 687-0877

Description of 113.854 Acres

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Township 16, Range 18, Section 29.

Being 30.342 acres of the 32.55 acre tract described as Parcel Two, 49.766 acres of the 50 acre tract described as Parcel One, Tract One, all of the 2.85 acre tract described as Parcel Three, all of the 4 acre tract described as Parcel One, Tract Two, and 26.896 acres of the 150 acre tract described as Parcel One, Tract Three as recorded in deed volume 663, page 140, to Watson Farm, Ltd., and being more fully described as follows:

Beginning at a point in the centerline intersection of Lancaster-Newark Road (State Route 37) and Baltimore-Somerset Road (State Route 256) and at the northwest corner of Section 29, said point being North 44 degrees 46'37" East a distance of 42.46 feet from a 5/8 inch rebar previously set;

thence with the north line of said section and the centerline of Baltimore-Somerset Road North 89 degrees 08'31" East a distance of 231.29 feet to a point at the northwest corner of a 0.086 acre tract recorded in deed volume 449, page 565;

thence South 00 degrees 35'53" East, passing a 5/8 inch rebar found at 20.53 feet, a total distance of 75.00 feet to a 5/8 inch rebar set to the southwest corner of said 0.086 acre tract;

thence North 89 degrees 08'31" East a distance of 50.00 feet to a 5/8 inch rebar set at the southeast corner of said 0.086 acre tract;

thence North 00 degrees 35'53" West, passing a 5/8 inch rebar found at 53.85 feet, a total distance of 75.00 feet to a point at the northeast corner of said 0.086 acre tract;

thence with the centerline of Baltimore-Somerset Road North 89 degrees 08'31" East a distance of 60.07 feet to a point at the northwest corner of a 1.00 acre tract described in official record 1343, page 1894;

thence South 00 degrees 11'03" East, passing a 5/8 inch iron pipe found at 20.82 feet, a total distance of 290.60 feet to a 5/8 inch iron pipe found at the southwest corner of said 1.00 acre tract;

thence North 89 degrees 16'16" East a distance of 299.81 feet to a 5/8 inch rebar set at the southeast corner of a one acre tract;

thence South 00 degrees 10'48" East a distance of 442.78 feet to a 5/8 inch rebar set at the southwest corner of a 3.367 acre tract recorded in official record 1350, page 2457;

thence North 89 degrees 17'55" East, passing a 3/4 inch iron pipe found at 200.00 feet, a total distance of 595.15 feet to a 5/8 inch rebar set at the southeast corner of a 10 acre tract described in deed volume 367, page 372;

thence South 00 degrees 12'08" East a distance of 1918.06 feet to a 5/8 inch rebar set;

thence North 89 degrees 24'28" East a distance of 1398.58 feet to a 5/8 inch rebar set;

thence South 01 degrees 07'08" East a distance of 464.52 feet to a 5/8 inch rebar set, passing a post at the northeast corner of the southwest quarter of Section 29 at 16.50 feet;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 13.69 feet, a total distance of 302.00 feet to a 5/8 inch rebar set;

thence South 40 degrees 29'10" West a distance of 392.70 feet to a 5/8 inch rebar set;

thence South 89 degrees 25'16" West a distance of 893.30 feet to a 5/8 inch rebar set;

thence South 00 degrees 11'34" East a distance of 276.95 feet to a 5/8 inch rebar set;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 1161.18 feet, a total distance of 1191.18 feet to a point in the centerline of Lancaster-Newark Road (State Route 37) and on the west line of Section 29;

thence with the centerline of Lancaster-Newark Road North 00 degrees 12'32" West a distance of 1850.24 feet to a point on the section line, said point being North 89 degrees 44'00" East a distance of 30.00 feet from a one inch iron pipe found;

thence continuing with the centerline of Lancaster-Newark Road North 00 degrees 10'46" West a distance of 1834.72 feet to the point of beginning, containing 113.854 Acres.

Bearings are based on a previous survey of 10.011 Acres filed in Survey Book 62, Page 15368. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in July of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Rodney McFarland 8/27/07
Rodney McFarland, P.S. Date
July 20, 2007 originals are signed in blue ink

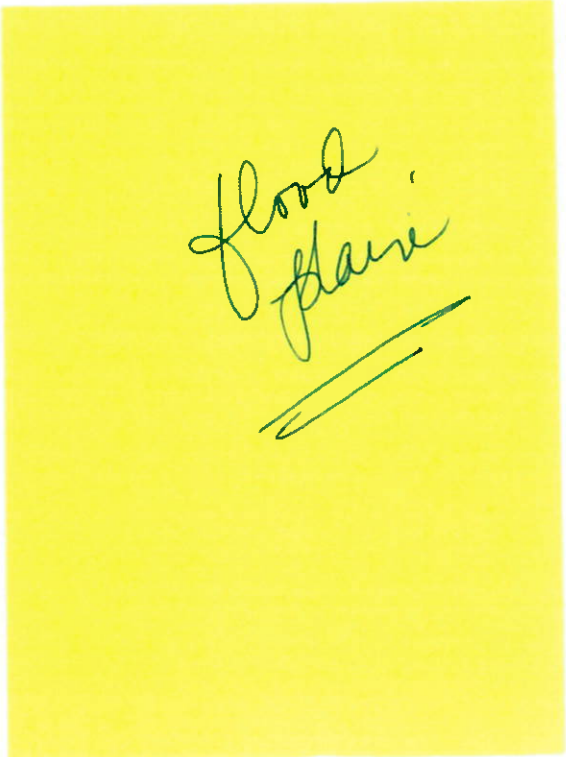


A-8

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/REGISTERED TAX MAPS
BY AB DATE 9/28/07
79/17689

THIS PARCEL IS LOCATED IN AN
IDENTIFIED FEMA FLOOD HAZARD AREA.
COMPLIANCE WITH THE FAIRFIELD COUNTY
EMERGENCY MANAGEMENT PLAN
IS REQUIRED.

07-217E
Exempted from Fairfield County Subdivision
Regulations. This exemption does not infer that the
parcel in question is consistent with zoning and/or
health department regulations.
R. B. Binkley



EXCEPTING AND RESERVING to grantor, its successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and across the herein described property to a 25.002 acre tract more particularly described in Exhibit C, attached hereto and incorporated herein by reference. The location of said easement is depicted on the plat attached hereto as "Exhibit D" and is more particularly described in "Exhibit E", both of which are attached hereto and incorporated herein by reference as if fully set forth.

Said easement includes the right of the owner of said 25.002 acre tract in whose favor this easement is established, his respective heirs, successors, and assigns, and his/their respective agents, servants, tenants, visitors, invitees, licensees and grantees, and all other persons to the advantage of such parties, to at all times freely pass or repass on foot, or in vehicles of every description, for all lawful purposes incident to the use of the property served by such easement.

Neither the owner of said easement nor the owner of the tract over which said easement crosses shall in any manner cause the land that is the subject of this easement to be obstructed or in any manner degraded so as to defeat the purpose for which this easement is created. The owner of the tract over which this easement is created shall have the right to utilize said premises and the right to grant to others similar rights, so long as such use does not interfere with or obstruct the use thereof for the purposes herein designated.

The owners of each tract served by said ingress and egress easement shall share equally in the installation, maintenance, repair and replacement of an access point within the easement area based upon the number of tracts served by such easement. Said access point shall be graveled (unless otherwise agreed to in writing by the owners of all tracts being served by such easement) and shall be kept in a good and passable condition. Beyond such access point, each party shall be responsible for the installation, maintenance, repair and replacement of an access drive serving such owner's tract exclusively. To the extent such access drive is shared with the owner or owners of other tracts, such owners shall share proportionately in the installation, maintenance, repair and replacement of such jointly used portion of the access drive based on the number of tracts served by such portion of the drive.

This easement is binding upon and shall inure to the benefit of the Grantor and Grantee hereto, whether singular or plural, and their respective heirs, successors and assigns.

EXHIBIT B



TOBIN-McFARLAND SURVEYING, INC.



Professional Land Surveyors

111 West Wheeling Street
Lancaster, Ohio 43130
Phone (740) 687-1710
Fax. (740) 687-0877

Description of 25.002 Acres

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Township 16, Range 18, Section 29.

Being part of the 150 acre tract described as Parcel One, Tract Three as recorded in deed volume 663, page 140, to Watson Farm, Ltd., and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the east line of the southwest quarter of Section 29, said rebar being South 01 degrees 07'08" East a distance of 448.02 feet from a post at the northeast corner of the southwest quarter of Section 29;

thence South 01 degrees 07'08" East a distance of 783.06 feet to a 5/8 inch rebar set on said quarter section line;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 2625.05 feet, a total distance of 2655.05 feet to a point in the centerline of Lancaster-Newark Road (State Route 37) and on the west line of Section 29;

thence with the centerline of Lancaster-Newark Road North 00 degrees 12'32" West a distance of 210.00 feet to a point on the section line;

thence North 89 degrees 25'16" East, passing a 5/8 inch rebar set at 30.00 feet, a total distance of 1191.18 feet to a 5/8 inch rebar set;

thence North 00 degrees 11'34" West a distance of 276.95 feet to a 5/8 inch rebar set;

thence North 89 degrees 25'16" East a distance of 893.30 feet to a 5/8 inch rebar set;

thence North 40 degrees 29'10" East a distance of 392.70 feet to a 5/8 inch rebar set;

thence North 89 degrees 25'16" East, passing a 5/8 inch rebar set at 288.31 feet, total a distance of 302.00 feet to the point of beginning, containing 25.002 Acres.

Bearings are based on a previous survey of 10.011 Acres filed in Survey Book 62, Page 15368. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in July of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

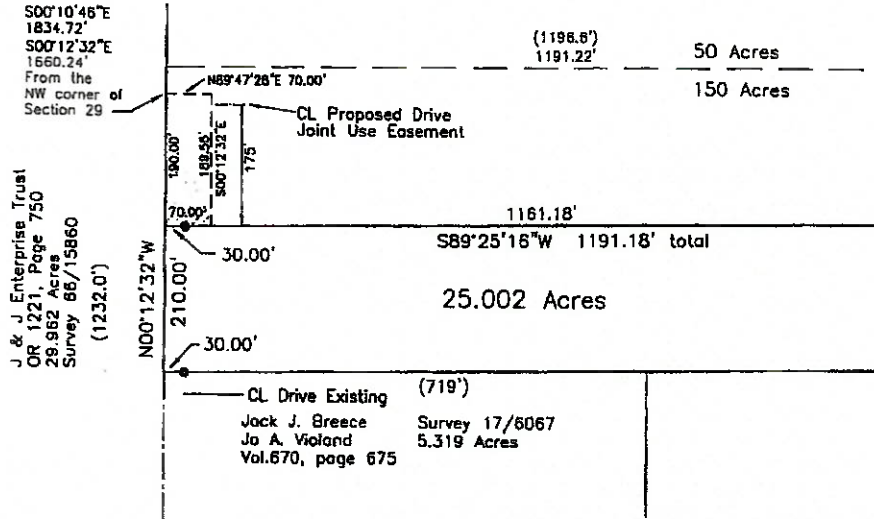
Rodney McFarland 7/19/07
Rodney McFarland, P.S. Date
July 20, 2007 originals are signed in blue ink

A-8

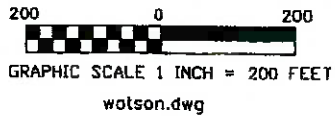


EXHIBIT
D

PLAT OF JOINT USE DRIVE EASEMENT



STATE OF OHIO
 FAIRFIELD COUNTY
 WALNUT TOWNSHIP
 TOWNSHIP 16
 RANGE 18
 SECTION 29



For: Watson Farm, Ltd
 Date of Drawing: Sept.19, 2007



BY: *Rodney McFarland* 9/19/07

Registered Surveyor No.6416 Date
 TOBIN-McFARLAND SURVEYING INC.
 111 West Wheeling Street
 Lancaster, Ohio 43130
 Ph. 740-887-1710 Fax 740-887-0877

TOBIN-McFARLAND SURVEYING, INC.



Professional Land Surveyors

111 West Wheeling Street
Lancaster, Ohio 43130
Phone (740) 687-1710
Fax. (740) 687-0877

*Description of Drive Easement
for 25.002 Acres*

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 29.

Beginning for reference at a point in the centerline intersection of Lancaster-Newark Road (State Route 37) and Baltimore-Somerset Road (State Route 256) and at the northwest corner of Section 29, said point being North 44 degrees 46'37" East a distance of 42.46 feet from a 5/8 inch rebar previously set;

thence with the center of Lancaster-Newark Road South 00 degrees 10'46" East a distance of 1834.72 feet to a point on the section line;

thence South 00 degrees 12'32" East a distance of 1660.24 feet to a point on the section line, said point being the TRUE POINT OF BEGINNING;

thence North 89 degrees 47'28" East a distance of 70.00 feet to a point;

thence South 00 degrees 12'32" East a distance of 189.55 feet to a point;

thence South 89 degrees 25'16" West a distance of 70.00 feet to a point in the centerline of Lancaster-Newark Road and on the section line;

thence North 00 degrees 12'32" West a distance of 190.00 feet to the TRUE POINT OF BEGINNING.

This description is based on a survey made in August of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Rodney McFarland 8/27/07

Rodney McFarland, P.S. Date
August 8, 2007 originals are signed in blue ink



S-133



Mortgage

200700021843
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
10-10-2007 At 01:17 PM.
MORTGAGE 108.00
OR Book 1477 Page 2278 - 2289

Page 3 of 4

Scan

State of Ohio _____ Space Above This Line For Recording Data _____

OPEN-END MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is Oct 04, 2007 and the parties and their addresses are as follows:

MORTGAGOR: EICHORN LIMITED PARTNERSHIP, An Ohio Limited Partnership

1410 PLEASANTVILLE RD.
Pleasantville, OH 43148

Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: FIRST BREMEN BANK

119 MAIN STREET BREMEN, OH 43107

Organized and Existing Under the Laws of THE STATE OF OHIO

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, upon the statutory condition and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender, with mortgage covenants, the following described property:
SEE ATTACHED EXHIBIT "A"

The property is located in Fairfield at 7640 LANCASTER NEWARK
(County)
RD. Baltimore Ohio 43105
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established.

- 3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 945,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
- 4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
 - A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt): **A PROMISSORY NOTE DATED 10/04/2007 WITH AN INITIAL MATURITY OF 10/04/2008**

(e.g., borrower's name, note amount, interest rate, maturity date)

OHIO - AGRICULTURAL/COMMERCIAL MORTGAGE (NOT FOR FRMA, FHLMC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES)

SE (page 1 of 6)

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
- 6. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property. Lender is authorized to do all things provided to be done by a mortgage under Section 1311.14 of the Ohio Revised Code.
- 7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.
- 8. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.
- 9. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.
- 10. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:
 - A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
 - B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
 - C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.
- 11. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

12. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

13. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor grants, bargains, and conveys to Lender as additional security all the right, title and interest in and to any and all:

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").

B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Except for one month's rent, Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Any amounts collected shall be applied at Lender's discretion to payments on the Secured Debt as therein provided, to costs of managing the Property, including, but not limited to, all taxes, assessments, insurance premiums, repairs, and commissions to rental agents, and to any other necessary related expenses including Lender's attorneys' fees and court costs.

Mortgagor agrees that this assignment is immediately effective between the parties to this assignment and effective as to third parties on Mortgagor's default when Lender takes actual possession of the Property, when a receiver is appointed, when Lender commences a foreclosure on the property or as the law otherwise provides, and this assignment will remain effective during any redemption period until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the Property without the necessity of commencing any legal action or proceeding and Mortgagor agrees that actual possession of the Property is deemed to occur when Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due and to become due directly to Lender. On receiving the notice of default, Mortgagor will endorse and deliver to Lender any payments of Rents.

Mortgagor warrants that no default exists under the Leases or any applicable landlord law. Mortgagor also warrants and agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Mortgagor will promptly notify Lender of any noncompliance. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will obtain Lender's written authorization before Mortgagor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. Mortgagor will hold Lender harmless and indemnify Lender for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

14. **CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

15. **DEFAULT.** Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

16. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgage is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences

of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

17. **CONFESSION OF JUDGMENT.** In addition to Lender's remedies listed herein, Mortgagor authorizes any attorney to appear in a court of record and confess judgment, without process, against Mortgagor, in favor of Lender, for any sum unpaid and due on the Secured Debt, together with costs of suit.
18. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES, COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.
19. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:
 - A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
 - B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
 - C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
 - D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
 - E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
 - F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
 - G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
 - H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
 - I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
 - J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
 - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.
 - L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
20. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

SE (page 4 of 6)

21. **INSURANCE.** Mortgagor agrees to maintain insurance as follows:
- Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.
- Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.
- Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.
- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
22. **NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
23. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.
24. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.
- If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guaranteed, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.
25. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.
26. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
27. **OTHER WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any rights of appraisal, marshalling of liens and assets, and homestead exemption rights relating to the Property. Mortgagor does hereby remise, release, and forever quitclaim all their right and title of dower in the Property to Lender.


TOBIN-McFARLAND SURVEYING, INC.

Professional Land Surveyors

 111 West Wheeling Street
 Lancaster, Ohio 43130
 Phone (740) 687-1710
 Fax. (740) 687-0877

Description of 113.854 Acres

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Township 16, Range 18, Section 29.

Being 30.342 acres of the 32.55 acre tract described as Parcel Two, 49.766 acres of the 50 acre tract described as Parcel One, Tract One, all of the 2.85 acre tract described as Parcel Three, all of the 4 acre tract described as Parcel One, Tract Two, and 26.896 acres of the 150 acre tract described as Parcel One, Tract Three as recorded in deed volume 663, page 140, to Watson Farm, Ltd., and being more fully described as follows:

Beginning at a point in the centerline intersection of Lancaster-Newark Road (State Route 37) and Baltimore-Somerset Road (State Route 256) and at the northwest corner of Section 29, said point being North 44 degrees 46'37" East a distance of 42.46 feet from a 5/8 inch rebar previously set;

thence with the north line of said section and the centerline of Baltimore-Somerset Road North 89 degrees 08'31" East a distance of 231.29 feet to a point at the northwest corner of a 0.086 acre tract recorded in deed volume 449, page 565;

thence South 00 degrees 35'53" East, passing a 5/8 inch rebar found at 20.53 feet, a total distance of 75.00 feet to a 5/8 inch rebar set to the southwest corner of said 0.086 acre tract;

thence North 89 degrees 08'31" East a distance of 50.00 feet to a 5/8 inch rebar set at the southeast corner of said 0.086 acre tract;

thence North 00 degrees 35'53" West, passing a 5/8 inch rebar found at 53.85 feet, a total distance of 75.00 feet to a point at the northeast corner of said 0.086 acre tract;

thence with the centerline of Baltimore-Somerset Road North 89 degrees 08'31" East a distance of 60.07 feet to a point at the northwest corner of a 1.00 acre tract described in official record 1343, page 1894;

thence South 00 degrees 11'03" East, passing a 5/8 inch iron pipe found at 20.82 feet, a total distance of 290.60 feet to a 5/8 inch iron pipe found at the southwest corner of said 1.00 acre tract;

thence North 89 degrees 16'16" East a distance of 299.81 feet to a 5/8 inch rebar set at the southeast corner of a one acre tract;

thence South 00 degrees 10'48" East a distance of 442.78 feet to a 5/8 inch rebar set at the southwest corner of a 3.367 acre tract recorded in official record 1350, page 2457;

thence North 89 degrees 17'55" East, passing a 3/4 inch iron pipe found at 200.00 feet, a total distance of 595.15 feet to a 5/8 inch rebar set at the southeast corner of a 10 acre tract described in deed volume 367, page 372;

thence South 00 degrees 12'08" East a distance of 1918.06 feet to a 5/8 inch rebar set;

thence North 89 degrees 24'28" East a distance of 1398.58 feet to a 5/8 inch rebar set;

thence South 01 degrees 07'08" East a distance of 464.52 feet to a 5/8 inch rebar set, passing a

post at the northeast corner of the southwest quarter of Section 29 at 16.50 feet;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 13.69 feet, a total distance of 302.00 feet to a 5/8 inch rebar set;

thence South 40 degrees 29'10" West a distance of 392.70 feet to a 5/8 inch rebar set;

thence South 89 degrees 25'16" West a distance of 893.30 feet to a 5/8 inch rebar set;

thence South 00 degrees 11'34" East a distance of 276.95 feet to a 5/8 inch rebar set;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 1161.18 feet, a total distance of 1191.18 feet to a point in the centerline of Lancaster-Newark Road (State Route 37) and on the west line of Section 29;

thence with the centerline of Lancaster-Newark Road North 00 degrees 12'32" West a distance of 1850.24 feet to a point on the section line, said point being North 89 degrees 44'00" East a distance of 30.00 feet from a one inch iron pipe found;

thence continuing with the centerline of Lancaster-Newark Road North 00 degrees 10'46" West a distance of 1834.72 feet to the point of beginning, containing 113.854 Acres.

Bearings are based on a previous survey of 10.011 Acres filed in Survey Book 62, Page 15368. Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

This description is based on a survey made in July of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Rodney McFarland 8/27/07
Rodney McFarland, P.S. Date
July 20, 2007 originals are signed in blue ink



A-8

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS
BY AB DATE 9/28/07
79/17689

THIS PARCEL IS LOCATED IN AN
IDENTIFIED FEMA FLOOD HAZARD AREA.
COMPLIANCE WITH THE FAIRFIELD COUNTY
DAMAGE PREVENTION REGULATIONS
IS REQUIRED.

07-217E
Exempted from Fairfield County Subdivision
Regulations. This exemption does not infer that the
parcel in question is consistent with zoning and/or
health department regulations.
R. Brian Davis

EXCEPTING AND RESERVING to grantor, its successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and across the herein described property to a 25.002 acre tract more particularly described in Exhibit C, attached hereto and incorporated herein by reference. The location of said easement is depicted on the plat attached hereto as "Exhibit D" and is more particularly described in "Exhibit E", both of which are attached hereto and incorporated herein by reference as if fully set forth.

Said easement includes the right of the owner of said 25.002 acre tract in whose favor this easement is established, his respective heirs, successors, and assigns, and his/their respective agents, servants, tenants, visitors, invitees, licensees and grantees, and all other persons to the advantage of such parties, to at all times freely pass or repass on foot, or in vehicles of every description, for all lawful purposes incident to the use of the property served by such easement.

Neither the owner of said easement nor the owner of the tract over which said easement crosses shall in any manner cause the land that is the subject of this easement to be obstructed or in any manner degraded so as to defeat the purpose for which this easement is created. The owner of the tract over which this easement is created shall have the right to utilize said premises and the right to grant to others similar rights, so long as such use does not interfere with or obstruct the use thereof for the purposes herein designated.

The owners of each tract served by said ingress and egress easement shall share equally in the installation, maintenance, repair and replacement of an access point within the easement area based upon the number of tracts served by such easement. Said access point shall be graveled (unless otherwise agreed to in writing by the owners of all tracts being served by such easement) and shall be kept in a good and passable condition. Beyond such access point, each party shall be responsible for the installation, maintenance, repair and replacement of an access drive serving such owner's tract exclusively. To the extent such access drive is shared with the owner or owners of other tracts, such owners shall share proportionately in the installation, maintenance, repair and replacement of such jointly used portion of the access drive based on the number of tracts served by such portion of the drive.

This easement is binding upon and shall inure to the benefit of the Grantor and Grantee hereto, whether singular or plural, and their respective heirs, successors and assigns.



TOBIN-McFARLAND SURVEYING, INC.
Professional Land Surveyors

111 West Wheeling Street
Lancaster, Ohio 43130
Phone (740) 687-1710
Fax. (740) 687-0877

Description of 25.002 Acres

Situated in the State of Ohio, County of Fairfield, Township of Walnut, Township 16, Range 18, Section 29.

Being part of the 150 acre tract described as Parcel One, Tract Three as recorded in deed volume 663, page 140, to Watson Farm, Ltd., and being more fully described as follows:

Beginning at a 5/8 inch rebar set on the east line of the southwest quarter of Section 29, said rebar being South 01 degrees 07'08" East a distance of 448.02 feet from a post at the northeast corner of the southwest quarter of Section 29;

thence South 01 degrees 07'08" East a distance of 783.06 feet to a 5/8 inch rebar set on said quarter section line;

thence South 89 degrees 25'16" West, passing a 5/8 inch rebar set at 2625.05 feet, a total distance of 2655.05 feet to a point in the centerline of Lancaster-Newark Road (State Route 37) and on the west line of Section 29;

thence with the centerline of Lancaster-Newark Road North 00 degrees 12'32" West a distance of 210.00 feet to a point on the section line;

thence North 89 degrees 25'16" East, passing a 5/8 inch rebar set at 30.00 feet, a total distance of 1191.18 feet to a 5/8 inch rebar set;

thence North 00 degrees 11'34" West a distance of 276.95 feet to a 5/8 inch rebar set;

thence North 89 degrees 25'16" East a distance of 893.30 feet to a 5/8 inch rebar set;

thence North 40 degrees 29'10" East a distance of 392.70 feet to a 5/8 inch rebar set;

thence North 89 degrees 25'16" East, passing a 5/8 inch rebar set at 288.31 feet, total a distance of 302.00 feet to the point of beginning, containing 25.002 Acres.

Bearings are based on a previous survey of 10.011 Acres filed in Survey Book 62, Page 15368.

Rebars set are 5/8 inch by 30 inches and have a yellow plastic identification cap stamped "Tobin-McFarland". For additional information see plat of survey made in conjunction with and considered an integral part of this description.

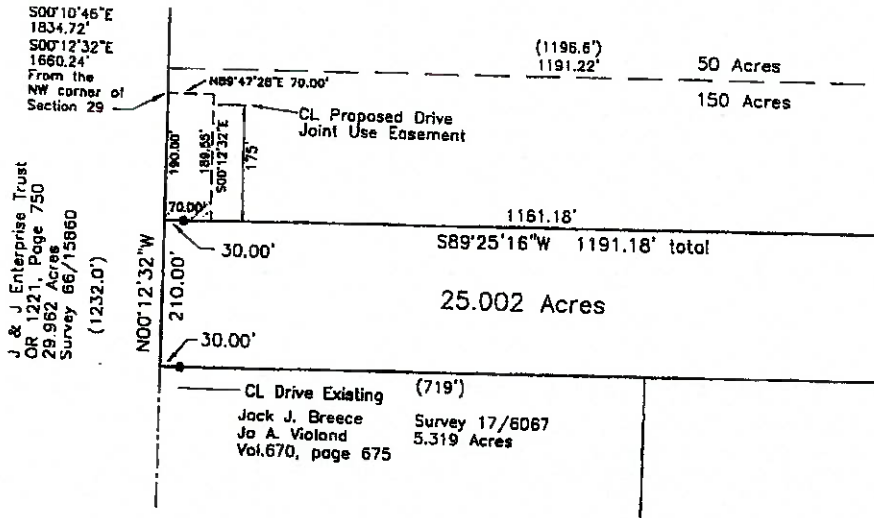
This description is based on a survey made in July of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

Rodney McFarland 9/19/07
Rodney McFarland, P.S. Date
July 20, 2007
originals are signed in blue ink

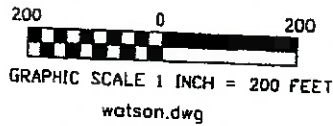




PLAT OF JOINT USE DRIVE EASEMENT



STATE OF OHIO
 FAIRFIELD COUNTY
 WALNUT TOWNSHIP
 TOWNSHIP 16
 RANGE 18
 SECTION 29



For: Watson Farm, Ltd
 Date of Drawing: Sept. 19, 2007



BY: *Rodney McFarland* 9/19/07
 Registered Surveyor No. 6416 Date

TOBIN-McFARLAND SURVEYING INC.
 111 West Wheeling Street
 Lancaster, Ohio 43130

Ph. 740-687-1710 Fax 740-687-0877



TOBIN-McFARLAND SURVEYING, INC.

Professional Land Surveyors

111 West Wheeling Street
Lancaster, Ohio 43130
Phone (740) 687-1710
Fax (740) 687-0877

*Description of Drive Easement
for 25.002 Acres*

Situated in the State of Ohio, Fairfield County, Walnut Township, Township 16, Range 18, Section 29.

Beginning for reference at a point in the centerline intersection of Lancaster-Newark Road (State Route 37) and Baltimore-Somerset Road (State Route 256) and at the northwest corner of Section 29, said point being North 44 degrees 46'37" East a distance of 42.46 feet from a 5/8 inch rebar previously set;

thence with the center of Lancaster-Newark Road South 00 degrees 10'46" East a distance of 1834.72 feet to a point on the section line;

thence South 00 degrees 12'32" East a distance of 1660.24 feet to a point on the section line, said point being the TRUE POINT OF BEGINNING;

thence North 89 degrees 47'28" East a distance of 70.00 feet to a point;

thence South 00 degrees 12'32" East a distance of 189.55 feet to a point;

thence South 89 degrees 25'16" West a distance of 70.00 feet to a point in the centerline of Lancaster-Newark Road and on the section line;

thence North 00 degrees 12'32" West a distance of 190.00 feet to the TRUE POINT OF BEGINNING.

This description is based on a survey made in August of 2007 by Tobin-McFarland Surveying, Inc., and was prepared by Rodney McFarland, Registered Professional Surveyor No. 6416.

S-133



Rodney McFarland 8/27/07

Rodney McFarland, P.S. Date
August 8, 2007

originals are signed in blue ink



2010
Pel 3-54

201000021551
Filed for Record in
FAIRFIELD COUNTY, OH
GENE MOOD, COUNTY RECORDER
12-17-2010 At 01:27 PM.
ASSIGN LEA 1156.00
OR Book 1559 Page 2141 - 2191

ASSIGNMENT

STATE OF OHIO)
) §
COUNTY OF FAIRFIELD)

This Assignment (this "**Assignment**"), dated effective as of July 1, 2010, at 7:00 local time where the Assets (as defined below) are located (the "**Effective Time**"), is from: (1) Anschutz Resources Corporation, a Delaware corporation (2) Anschutz Exploration Corporation, a Delaware corporation, acting on behalf of the Ansbro Petroleum Company LLC Royalty Pool, (3) William J. Miller and Nancy Miller, (4) Pamela S. Kalstrom & Todd R. Kalstrom as Co-Trustees of the Pamela S. Kalstrom & Todd R. Kalstrom Trust (5) Pamela S. Kalstrom & Todd R. Kalstrom as Co-Trustees of the Pamela S. Kalstrom Trust & Todd R. Kalstrom Trust, (6) Scott L. Hajicek and Marilyn S. Hajicek, (7) James P. Oursland and Susan P. Oursland, (8) Daniel W. Bean & Co., also known as Daniel W. Bean & Company, a Colorado general partnership, (9) Daniel W. Bean, a Partnership, (10) Hal B. Koerner, Jr. trust, (11) Hal B. Koerner, Jr. & Diane Lynn Koerner, as Co-Trustees of the Hal B. Koerner, Jr. Trust & Diane Lynn Koerner Trust, and (12) Marguerite K. Timbel and Ned R. Timbel, all with an address for the purposes of this Assignment of 555 17th Street, Suite 2400, Denver, Colorado 80202 (collectively, "**Assignor**"), to Chesapeake AEC Acquisition, L.L.C., an Oklahoma limited liability company, 6100 North Water Avenue, Oklahoma City, Oklahoma 73118 ("**Assignee**"). Assignors and Assignee are collectively referred to in this Assignment as the "**Parties**," and individually as a "**Party**."

Reference is hereby made to that certain Purchase and Sale Agreement, dated as of November 19, 2010 (as amended, restated, modified, or supplemented from time to time, the "**Purchase Agreement**"), by and between Assignor and Assignee. Any capitalized term used in this Assignment but not defined in this Assignment shall have the meaning assigned to such term in the Purchase Agreement.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, conveys, and transfers to Assignee all of Assignor's right, title, and interest, in and to the following (collectively, the "**Assets**"):

- (a) All of Assignor's right, title and interest in and to the overriding royalty interests in and to the leases described on Exhibit A hereto (the "**Leases**") and the lands covered thereby; and
- (b) All of Assignor's right, title and interest to receive overriding royalty interests and/or nonparticipating royalty interests under those instruments entitled Assignment of Royalty Interests, recorded as set forth in Exhibit B hereto.

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever.

This Assignment is made and accepted expressly subject to the following terms and conditions:

1. **Purchase Agreement Controls.** This Assignment does not amend the Purchase Agreement. The Purchase Agreement remains in full force and effect in accordance with its terms. This Assignment is expressly made subject in all respects to the terms and conditions of the Purchase Agreement. By executing, delivering, and accepting this Assignment, the Parties do not intend to cause a merger of the terms of the Purchase Agreement into this Assignment, and all covenants, indemnities and other terms and provisions set forth in the Purchase Agreement shall remain in full force and effect on and after the date of this Assignment to the extent set forth in the Purchase Agreement.

2. **Special Warranty of Title.** Each Assignor, with respect to that portion of the Assets attributable to such Assignor, shall defend title to such Assets unto Assignee against every person lawfully claiming such Assets, or any part thereof, by, through or under such Assignor, but not otherwise. Except as expressly set forth in the preceding sentence, this Assignment is made without warranty of any kind, whether express or implied; however, each Assignor gives and grants to Assignee, its successors and assigns, to the extent so transferable, full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect of that portion of the Assets attributable to such Assignor or any part thereof.

3. **Liabilities and Obligations of Assignor.** All liabilities and obligations of Assignor hereunder shall be several and not joint and several. Each Assignor shall be responsible for and bear only its liabilities and obligations of such Assignor; and shall not be responsible for or bear the liabilities and obligation of any other Assignor.

4. **Proceeds of Production.** Assignor shall be entitled to any production revenues or other amounts realized from and accruing to the Assets attributable to the period of time before the Effective Time; and Assignee shall be entitled to any production revenues or other amounts realized from and accruing to the Assets attributable to the period of time after the Effective Time. If either Party receives production revenues or other amounts to which the other Party is entitled under this Section 4, the Party receiving such amounts shall promptly, but in no event later than 30 Business Days after receipt thereof, deliver such revenues to the other Party.

5. **Recording References.** Unless provided otherwise, all recording references in the Exhibits to this Assignment are to the official real property records of the applicable county in which the Lands are located. To facilitate filing and recording, there may be omitted from any counterpart the parts of the Exhibits containing specific descriptions of the Assets that relate to land located in counties other than the county in which the particular counterpart is to be filed or recorded.

6. **Binding Effect.** This Assignment binds and inures to the benefit of the Parties and their permitted successors and assigns. The covenants and agreements herein shall be covenants that run with the land.

7. **Exhibits and Schedules.** Unless expressly indicated otherwise, any reference in this Assignment to a Schedule or an Exhibit is a reference to the stated Schedule or Exhibit attached to this Assignment. The Schedules and Exhibits are incorporated into this Assignment and shall be part of this Assignment. Any reference to "this Assignment" includes such Schedules and Exhibits.

8. **GOVERNING LAW.** THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF COLORADO WITHOUT GIVING EFFECT TO THE CONFLICT-OF-LAWS PRINCIPLES THEREOF, EXCEPT TO THE EXTENT THAT THE LAWS OF THE STATE IN WHICH THE LANDS ARE LOCATED NECESSARILY GOVERN WITH RESPECT TO PROCEDURAL AND SUBSTANTIVE MATTERS RELATING TO REAL PROPERTY AND THE CONVEYANCING THEREOF, WITH RESPECT TO WHICH THE LAWS OF SUCH STATE SHALL CONTROL WITH RESPECT TO SUCH LANDS.

9. **Construction.** The words "this Assignment," "herein," "hereby," "hereunder" and words of similar import refer to this Assignment as a whole and not to any particular subdivision unless expressly so limited. The phrases "this Section" and similar phrases refer only to the Sections hereof in which the phrase occurs. The word "or" is not exclusive, and

“including” (and its various derivatives), means “including without limitation.” Pronouns in masculine, feminine and neuter gender shall be construed to include any other gender. Words in the singular form shall be construed to include the plural and words in the plural form shall be construed to include the singular, unless the context otherwise requires. In the event an ambiguity or question of intent or interpretation of this Assignment arises, this Assignment shall be construed as if jointly drafted by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring a Party as a result of authorship or drafting of any provision of this Assignment.

10. **Severability.** If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced under any rule of law, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in a materially adverse manner with respect to either Party.

11. **Execution.** This Assignment may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. Separate assignments of the Leases may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements, including assignments of “record” title or “operating rights” with respect to federal Leases. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignments. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

12. **Official Forms.** Separate assignments of the interests may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, powers and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

13. **Disclaimers.**

(a) **DISCLAIMERS AND ACKNOWLEDGMENTS CONSPICUOUS.** THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS AND ACKNOWLEDGEMENTS CONTAINED IN THIS SECTION 13 ARE “CONSPICUOUS” DISCLAIMERS AND ACKNOWLEDGEMENTS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

(b) **NO OTHER REPRESENTATIONS AND WARRANTIES.** THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION 2 IS ASSIGNOR’S EXCLUSIVE REPRESENTATION AND WARRANTY AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND WHETHER ORAL OR WRITTEN. WITHOUT LIMITATION OF THE FOREGOING, EACH ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES (AND ASSIGNEE ACKNOWLEDGES AND AGREES THAT EACH ASSIGNOR HAS MADE NO SUCH REPRESENTATIONS OR WARRANTIES), INCLUDING ANY WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND WHETHER ORAL OR WRITTEN, RELATING TO: (I) EXCEPT FOR SAID SPECIAL WARRANTY OF TITLE, TITLE TO THE ASSETS; (II) THE CONDITION, QUANTITY, QUALITY, CONFORMITY TO MODELS OR SAMPLES, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT OF ANY ASSETS OR THE LANDS CONTRIBUTING THERETO; (III) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION, OR MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE WHETHER BEFORE, ON, OR AFTER THE EFFECTIVE TIME; (IV) PRICING ASSUMPTIONS, OR QUALITY, QUANTITY OR VALUE OF THE ASSETS OR OF HYDROCARBON RESERVES (IF ANY), ATTRIBUTABLE TO THE ASSETS OR THE ABILITY OR POTENTIAL OF THE ASSETS AND THE LANDS CONTRIBUTING THERETO TO PRODUCE HYDROCARBONS, THE ABILITY TO DEVELOP THE ASSETS OR THE LANDS CONTRIBUTING

THERE TO OR TO OBTAIN ANY PERMITS REQUIRED TO DEVELOP THE ASSETS OR THE LANDS CONTRIBUTING THERETO, OR ANY PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; (V) THE ENVIRONMENTAL CONDITION OF THE LAND CONTRIBUTING TO THE ASSETS, BOTH SURFACE AND SUBSURFACE; OR (VI) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE OR ANY OF ITS REPRESENTATIVES.

(c) CHANGES IN PRICES AND WELL EVENTS. ASSIGNEE ACKNOWLEDGES THAT IT SHALL ASSUME ALL RISK OF LOSS WITH RESPECT TO: (I) CHANGES IN COMMODITY OR PRODUCT PRICES AND ANY OTHER MARKET FACTORS OR CONDITIONS; (II) PRODUCTION DECLINES OR ANY ADVERSE CHANGE IN THE PRODUCTION CHARACTERISTICS OR DOWNHOLE CONDITION OF A WELL, INCLUDING ANY WELL WATERING OUT, OR EXPERIENCING A COLLAPSE IN THE CASING OR SAND INFILTRATION; AND (III) DEPRECIATION OF ANY ASSETS.

[Signature Pages Follow]

ANSCHUTZ EXPLORATION CORPORATION, a Delaware corporation, acting on behalf of the Ansbro Petroleum Company LLC Royalty Pool

By: [Signature]
Pamela S. Kalstrom, Vice President

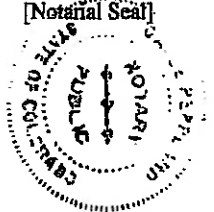
STATE OF COLORADO)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of November, 2010, by Pamela S. Kalstrom, as Vice President of Anschutz Exploration Corporation, a Delaware corporation, acting on behalf of the Ansbro Petroleum Company LLC Royalty Pool.

Witness my hand and official seal.

[Signature]
Notary Public
Name: [Signature]

My commission expires: June 1, 2011



Nancy Miller
Nancy Miller

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of November, 2010, by Nancy Miller.

Witness my hand and official seal.

Darla D. Desautels
Notary Public
Name: DARLA D. DESAUTELS

My commission expires: May 10, 2011



[Handwritten Signature]

Pamela S. Kalstrom, as Co-Trustee of
the Pamela S. Kalstrom Trust, the Todd R.
Kalstrom Trust, and the Pamela S. Kalstrom
and Todd R. Kalstrom Trust

STATE OF COLORADO)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of November, 2010, by Pamela S. Kalstrom, as Co-Trustee of the Pamela S. Kalstrom Trust, the Todd R. Kalstrom Trust, and the Pamela S. Kalstrom and Todd R. Kalstrom Trust.

Witness my hand and official seal.

[Handwritten Signature]
Notary Public
Name: *[Handwritten Signature]*

My commission expires: June 1, 2011



Todd R. Kalstrom

Todd R. Kalstrom, as Co-Trustee of the Todd R. Kalstrom Trust, the Pamela S. Kalstrom Trust, and the Pamela S. Kalstrom and Todd R. Kalstrom Trust

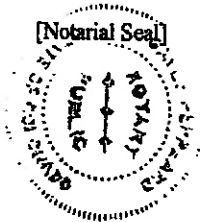
STATE OF COLORADO)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of November, 2010, by Todd R. Kalstrom, as Co-Trustee of the Todd R. Kalstrom Trust, the Pamela S. Kalstrom Trust, and the Pamela S. Kalstrom and Todd R. Kalstrom Trust.

Witness my hand and official seal.

Gale Peppard
Notary Public
Name: *Gale Peppard*

My commission expires: June 1, 2011



Marilyn S Hajicek
Marilyn S. Hajicek

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of November, 2010, by Marilyn S. Hajicek.

Witness my hand and official seal.

Gayle Leppard
Notary Public
Date: Gayle Leppard

My commission expires: June 1, 2011

[Notarial Seal]



Hal B. Koerner, Jr. trust

Hal B. Koerner

Hal B. Koerner, Jr., as Co-Trustee of the
Hal B. Koerner, Jr. Trust and the
Diane Lynn Koerner Trust

By: Hal B. Koerner
Hal B. Koerner, Jr., Co-Trustee

By: Diane Lynn Koerner
Diane Lynn Koerner, Co-Trustee

Diane Lynn Koerner
Diane Lynn Koerner, as Co-Trustee of the
Diane Lynn Koerner Trust and the Hal B.
Koerner, Jr. Trust

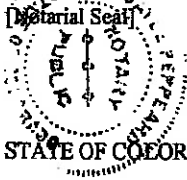
STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of November, 2010, by Hal B. Koerner, Jr., as Co-Trustee of the Hal B. Koerner, Jr. Trust, the Diane Lynn Koerner Trust, and the Hal B. Koerner, Jr. trust.

Witness my hand and official seal.

Gayle Peppard
Notary Public
Name: Gayle Peppard

My commission expires: June 1, 2011



STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 29th day of November, 2010, by Diane Lynn Koerner, as Co-Trustee of the Diane Lynn Koerner Trust, the Hal B. Koerner, Jr. Trust, and the Hal B. Koerner, Jr. trust.

Witness my hand and official seal.

Gayle Peppard
Notary Public
Name: Gayle Peppard

My commission expires: June 1, 2011



Attached to and made a part of that certain Assignment by and between ANSCHUTZ RESOURCES CORPORATION, et al and CHESAPEAKE AEC ACQUISITION, L.L.C., effective July 1, 2010.

EXHIBIT "A"

Lease No.	Original Lessor	Original Lessee	Lease Date	Legal Description	County	State	Recording
29490013-00	JOSEPH C. FOX & MARY ELLEN FOX HUSBAND AND WIFE	T.S. DUDLEY LAND COMPANY, INC	6/21/2008	TOWNSHIP 15 NORTH RANGE 18 WEST SECTION 14 TAX MAP NO: 028-01683-00 TOWN: PLEASANT TAX MAP NO: 028-01691-00 TOWN: PLEASANT TAX MAP NO: 028-01684-00 TOWN: PLEASANT SECTION: 15 TAX MAP NO: 028-01704-00 TOWN: PLEASANT	FAIRFIELD	OH	2008000783-19
29490014-00	EICHHORN LIMITED PARTNERSHIP AN OHIO LIMITED PARTNERSHIP STEPHEN E. EICHHORN, GENERAL PARTNER	T.S. DUDLEY LAND COMPANY, INC	6/25/2008	TOWNSHIP 16 NORTH RANGE 18 WEST SECTION: 29 TAX MAP NO: 049-01612-00 TOWN: WALNUT	FAIRFIELD	OH	2008000184-20
29490015-00	DAVE HEINEMAN AND AMARIE HEINEMAN HUSBAND AND WIFE	T.S. DUDLEY LAND COMPANY, INC	6/27/2008	TOWNSHIP 17 NORTH RANGE 17 WEST SECTION 29: TAX MAP NO: 031-00368-11 TOWN: RICHLAND	FAIRFIELD	OH	2008000184-17
29490016-00	KEVIN J. O'DELL SINGILL	T.S. DUDLEY LAND COMPANY, INC	7/9/2008	TOWNSHIP 17 NORTH RANGE 17 WEST SECTION: 15 TAX MAP NO: 031-00215-00 TOWN: RICHLAND	FAIRFIELD	OH	2008000184-18
29490017-00	DONALD E. ARLEDGE MARRIED, DEALING IN HIS SOLE AND SEPARATE PROPERTY	T.S. DUDLEY LAND COMPANY, INC	7/9/2008	TOWNSHIP 16 NORTH RANGE 18 WEST SECTION: 18 TAX MAP NO: 028-01822-00 TOWN: PLEASANT	FAIRFIELD	OH	2008000184-15
29490018-00	MICHAEL K. STANUSY SINGLE	T.S. DUDLEY LAND COMPANY, INC	7/11/2008	TOWNSHIP 16 NORTH RANGE 18 WEST SECTION: 6 TAX MAP NO: 046-00096-00 TOWN: WALNUT	FAIRFIELD	OH	2008000194-16
29490019-AA	BURL E. MCCAFFERTY, TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF ELEANOR L. MCCAFFERTY DATED MARCH 11, 1993.	T.S. DUDLEY LAND COMPANY, INC	7/31/2008	TOWNSHIP 17N, RANGE 17W, SECTION 19: TAX MAP NO: 031-00267-00 TOWN: RICHLAND TOWNSHIP 17N, RANGE 17W, SECTION 29: TAX MAP NO: 031-00376-00 TOWN: RICHLAND TAX MAP NO: 031-00374-00 TOWN: RICHLAND TOWNSHIP 17N, RANGE 17W, SECTION 20: TAX MAP NO: 031-00289-00 TOWN: RICHLAND	FAIRFIELD	OH	2008000703-17
29490019-AB	BURL E. MCCAFFERTY, A WIDOWER	T.S. DUDLEY LAND COMPANY, INC	7/31/2008	TOWNSHIP 17N, RANGE 17W, SECTION 19: TAX MAP NO: 031-00267-00 TOWN: RICHLAND TOWNSHIP 17N, RANGE 17W, SECTION 29: TAX MAP NO: 031-00376-00 TOWN: RICHLAND TAX MAP NO: 031-00374-00 TOWN: RICHLAND TOWNSHIP 17N, RANGE 17W, SECTION 20: TAX MAP NO: 031-00289-00 TOWN: RICHLAND	FAIRFIELD	OH	2008000702-16

2010

201000021549
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
12-17-2010 At 01:27 pm.
ASSIGN LEA 1044.00
OR Book 1559 Page 2084 - 2120

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF OHIO)
) §
COUNTY OF FAIRFIELD)

This Assignment, Bill of Sale, and Conveyance (this "Assignment"), dated effective as of July 1, 2010, at 7:00 local time where the Assets (as defined below) are located (the "Effective Time"), is from Anschutz Exploration Corporation, a Delaware corporation, 555 17th Street, Suite 2400, Denver, Colorado 80202 ("Assignor"), to Chesapeake AEC Acquisition, L.L.C., an Oklahoma limited liability company, 6100 N. Western Ave., Oklahoma City, Oklahoma 73118 ("Assignee"). Assignor and Assignee are collectively referred to in this Assignment as the "Parties," and individually as a "Party."

Reference is hereby made to that certain Purchase and Sale Agreement, dated as of September 30, 2010 (as amended, restated, modified, or supplemented from time to time, the "Purchase Agreement"), by and between Assignor and Assignee. Any capitalized term used in this Assignment but not defined in this Assignment shall have the meaning assigned to such term in the Purchase Agreement.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, conveys, and transfers to Assignee all of Assignor's right, title, and interest, in and to the following property, interests and rights (collectively, the "Assets"):

I. The oil and gas leases described on Exhibit A (the "Leases"), the lands covered by the Leases (the "Lands"), and all royalty, overriding royalty and net profits interests in the Leases and the Lands;

II. All oil, gas, casinghead gas, condensate, sulfur, natural gas liquids, and other liquid or gaseous hydrocarbons and products ("Hydrocarbons"), in, on or under or that may be produced from the Lands;

III. The oil and gas wells located on the Leases and the Lands, or lands pooled or unitized therewith, whether producing or non-producing, including the oil and gas wells specifically described on the attached Exhibit "A", together with all injection and disposal wells on the Leases and the Lands or lands pooled or unitized therewith, and all personal property and equipment associated therewith as of the Effective Time;

IV. All existing and effective unitization and pooling agreements, declarations and orders, and the properties covered and the units created thereby, to the extent that they relate to or affect any of the interests described in Sections I through III;

V. To the extent transferable, all Hydrocarbon sales, purchase, gathering and processing contracts, operating agreements, balancing agreements, joint venture agreements, exploration agreements, participation agreements, farmout and farmin agreements and other contracts, agreements and instruments relating to the interests described in Sections I through IV, including the agreements described on Exhibit B being referred to as the "Material Agreements";

VI. To the extent transferable, all permits and licenses used or obtained for use in connection with or otherwise related to the exploration for or production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons produced from the Lands, including the permits and licenses held by Assignor;

VII. To the extent transferable, all Technical Data to the extent relating to the Assets, *provided* that Assignee shall be responsible for the payment of any transfer or other fees, costs and expenses associated with the transfer to Assignee of any such Technical Data;

VIII. All of the rights-of-way, easements, surface leases and other surface rights used or held for use in connection with or otherwise related to the exploration for or production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons produced from the Lands, including the rights-of-way, easements and surface leases described on Exhibit C;

IX. All of the personal property, fixtures, improvements, permits, licenses, buildings, improvements, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, other appurtenances and facilities located on or used or obtained for use in connection with or otherwise related to the exploration for or production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons produced from the Lands;

X. All rolling stock, pipes, tubulars, fittings, and other materials held as operating inventory related to the items described in Sections I through IX maintained by or in the possession of Assignor; and

XI. The files, records, data and information relating to the items described in Sections I through IX maintained by or in the possession of Assignor, including accounting files, lease files, land files, well files, gas, oil and other hydrocarbon sales contract files, gas gathering and processing files, division order files, abstracts and title opinions.

EXCEPTING AND RESERVING UNTO ASSIGNOR ANY OVERRIDING ROYALTY INTEREST OR NONPARTICIPATING ROYALTY INTERESTS HELD BY ASSIGNOR FOR THE BENEFIT OF THE ANSBRO PETROLEUM COMPANY LLC ROYALTY POOL.

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever.

This Assignment is made and accepted expressly subject to the following terms and conditions:

1. **Purchase Agreement Controls.** This Assignment does not amend the Purchase Agreement. The Purchase Agreement remains in full force and effect in accordance with its terms. This Assignment is expressly made subject in all respects to the terms and conditions of the Purchase Agreement. By executing, delivering, and accepting this Assignment, the Parties do not intend to cause a merger of the terms of the Purchase Agreement into this Assignment, and all covenants, indemnities and other terms and provisions set forth in the Purchase Agreement shall remain in full force and effect on and after the date of this Assignment to the extent set forth in the Purchase Agreement.

2. **Special Warranty of Title.** This Assignment is made without representation or warranty of any kind, express, implied, statutory or otherwise; except that Assignor represents and warrants to Assignee that the Assets are free and clear of all liens and security interests created by, through or under Assignor, but not otherwise. Except as expressly set forth in this Section 2, this Assignment is made without warranty of any kind, whether express, implied, or statutory; however, Assignor gives and grants to Assignee, its successors, and assigns, to the extent so transferable, full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect of the Assets or any part thereof. References herein or in the Exhibits to liens, security interests and other matters are for the purpose of defining the nature and extent of Assignor's warranty and shall not be deemed to ratify or create any rights in third parties. The Parties acknowledge and agree on their own behalf and on behalf of their respective successors and assignees that, for the purposes of the foregoing, the Material Agreements and overriding royalty and similar interests are not liens or security interests.

3. **Disclaimers and Acknowledgments.**

(a) **DISCLAIMERS AND ACKNOWLEDGMENTS CONSPICUOUS.** THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE OPERATIVE, THE DISCLAIMERS AND ACKNOWLEDGEMENTS CONTAINED IN THIS SECTION 3 ARE "CONSPICUOUS" DISCLAIMERS AND ACKNOWLEDGEMENT FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

(b) **NO OTHER REPRESENTATIONS AND WARRANTIES.** THE SPECIAL WARRANTY OF TITLE CONTAINED IN SECTION 2 IS ASSIGNOR'S EXCLUSIVE REPRESENTATION AND WARRANTY AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND WHETHER ORAL OR WRITTEN. WITHOUT LIMITATION OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES (AND ASSIGNEE ACKNOWLEDGES AND AGREES THAT ASSIGNOR HAS MADE NO SUCH REPRESENTATIONS OR WARRANTIES), INCLUDING ANY WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND WHETHER ORAL OR WRITTEN, RELATING TO: (i) EXCEPT FOR SAID SPECIAL WARRANTY OF TITLE, TITLE TO THE ASSETS; (ii) THE CONDITION, QUANTITY, QUALITY, CONFORMITY TO MODELS OR SAMPLES, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR NON-INFRINGEMENT OF ANY ASSETS; (iii) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION, OR MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE WHETHER BEFORE, ON, OR AFTER THE EFFECTIVE TIME; (iv) PRICING ASSUMPTIONS, OR QUALITY, QUANTITY OR VALUE OF THE ASSETS OR OF HYDROCARBON RESERVES (IF ANY), ATTRIBUTABLE TO THE ASSETS OR THE ABILITY OR POTENTIAL OF THE ASSETS TO PRODUCE HYDROCARBONS, THE ABILITY TO DEVELOP THE ASSETS OR TO OBTAIN ANY PERMITS REQUIRED TO DEVELOP THE ASSETS, OR ANY PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; (v) THE ENVIRONMENTAL CONDITION OF THE ASSETS, BOTH SURFACE AND SUBSURFACE; OR (vi) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE OR ANY OF ITS REPRESENTATIVES BY ASSIGNOR OR ANY OF ITS REPRESENTATIVES.

(c) **INSPECTION.** ASSIGNEE HAS INSPECTED, OR WAIVED ITS RIGHT TO INSPECT, THE ASSETS FOR ALL PURPOSES, AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING CONDITIONS SPECIFICALLY RELATING TO THE PRESENCE, RELEASE, OR DISPOSAL OF HAZARDOUS MATERIALS, SOLID WASTES, ASBESTOS, OTHER MAN-MADE FIBERS, AND NATURALLY OCCURRING RADIOACTIVE MATERIALS. ASSIGNEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE ASSETS.

(d) **"AS IS, WHERE IS" PURCHASE.** ASSIGNEE IS ACQUIRING THE ASSETS IN AN "AS IS, WHERE IS" CONDITION, AND SHALL ASSUME ALL RISKS AND LIABILITIES THAT THE ASSETS MAY CONTAIN HAZARDOUS MATERIALS OR OTHER WASTE, TOXIC, HAZARDOUS, EXTREMELY HAZARDOUS, OR OTHER MATERIALS OR SUBSTANCES, OR OTHER ADVERSE PHYSICAL CONDITIONS, INCLUDING THE PRESENCE OF UNKNOWN ABANDONED OIL AND GAS WELLS,

WATER WELLS, SUMPS, PITS, PIPELINES, OR OTHER WASTE OR SPILL SITES THAT MAY NOT HAVE BEEN REVEALED BY ASSIGNEE'S INVESTIGATION. ALL RESPONSIBILITY AND LIABILITY RELATING TO ALL SUCH CONDITIONS, WHETHER KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ARE TRANSFERRED FROM ASSIGNOR TO ASSIGNEE, REGARDLESS OF WHEN THE LIABILITY OR RESPONSIBILITY AROSE.

(e) **CHANGES IN PRICES, SPACING AND POOLING AND WELL EVENTS.** ASSIGNEE ACKNOWLEDGES THAT IT SHALL ASSUME ALL RISK OF LOSS WITH RESPECT TO: (I) CHANGES IN COMMODITY OR PRODUCT PRICES AND ANY OTHER MARKET FACTORS OR CONDITIONS; (II) ASSIGNEE NOT BEING ABLE TO TAKE OVER OPERATIONS OF ANY PORTION OF THE ASSETS; (III) PRODUCTION DECLINES OR ANY ADVERSE CHANGE IN THE PRODUCTION CHARACTERISTICS OR DOWNHOLE CONDITION OF A WELL OR OTHER ASSET, INCLUDING ANY WELL WATERING OUT, OR EXPERIENCING A COLLAPSE IN THE CASING OR SAND INFILTRATION; AND (IV) DEPRECIATION OF ANY ASSETS THAT CONSTITUTE PERSONAL PROPERTY.

Assumed Liabilities. Assignee, for itself and its successors and assigns, assumes all risk, liability, obligations, Claims and Losses in connection with, and agrees to defend, indemnify, and save and hold harmless Assignor and its Affiliates, and its and their respective directors, managers, members, officers, employees, agents, and attorneys from and against any and all Claims and Losses attributable to, or that arise from or in connection with, the Assumed Liabilities.

5. **Recording References.** Unless provided otherwise, all recording references in the Exhibits to this Assignment are to the official real property records of the applicable county in which the Lands are located. To facilitate filing and recording, there may be omitted from any counterpart the parts of Exhibits A, B and C containing specific descriptions of the Assets that relate to land located in counties other than the county in which the particular counterpart is to be filed or recorded.

6. **Binding Effect.** This Assignment binds and inures to the benefit of the Parties and their permitted successors and assigns. The covenants and agreements herein shall be covenants that run with the land.

7. **Exhibits.** Unless expressly indicated otherwise, any reference in this Assignment to the Exhibits is a reference to Exhibits attached to this Assignment. The Exhibits are incorporated into this Assignment and shall be part of this Assignment. Any reference to "this Assignment" includes such Exhibits.

8. **Governing Law.** This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Colorado without giving effect to the conflict-of-laws principles thereof, except to the extent that the laws of the state in which the Lands are located necessarily govern with respect to procedural and substantive matters relating to real property and the conveyancing thereof, with respect to which the laws of such state shall control with respect to such Lands.

9. **Construction.** The words "this Assignment," "herein," "hereby," "hereunder" and words of similar import refer to this Assignment as a whole and not to any particular subdivision unless expressly so limited. The phrases "this Section" and similar phrases refer only to the Sections hereof in which the phrase occurs. The word "or" is not exclusive, and "including" (and its various derivatives), means "including without limitation." Pronouns in masculine, feminine and neuter gender shall be construed to include any other gender. Words in the singular form shall be construed to include the plural and words in the plural form shall be construed to include the singular, unless the context otherwise requires. In the event an ambiguity or question of intent or interpretation of this Assignment arises, this Assignment shall be construed as if jointly drafted by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring a Party as a result of authorship or drafting of any provision of this Assignment.

10. **Vesting.** Notwithstanding any other provision of this Assignment, if any right, interest or estate in property granted by this Assignment or pursuant hereto does not vest upon the date hereof, such right, interest or estate shall vest, if at all, within 21 years less one day after the death of the last surviving descendant of Joseph P. Kennedy, father of John F. Kennedy, former President of the United States of America, who is living on the date that is the earlier to occur of (a) execution of this Assignment by Assignor, and (b) the Effective Date.

11. **Severability.** If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced under any rule of law, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in a materially adverse manner with respect to either Party.

12. **Execution.** This Assignment may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. Separate assignments of the Leases may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements, including assignments of "record" title or "operating rights" with respect to federal Leases. Those assignments shall be deemed to contain all of the exceptions, reservations, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignments. The interests conveyed by such separate assignments are the same, and not in addition to, the Assets conveyed herein.

[Signature Page Follows]

This Assignment was executed in Denver, Colorado and Oklahoma City, Oklahoma, on November 30, 2010 (the "Closing Date"), to be effective for all purposes as of the Effective Time.

ASSIGNOR:

ANSCHUTZ EXPLORATION CORPORATION,
a Delaware corporation

By: 

Pamela S. Kalstrom - Vice President

ASSIGNEE:

CHESAPEAKE AEC ACQUISITION, L.L.C.,
an Oklahoma limited liability company

By: 

Douglas J. Jacobson - Executive Vice
President

ACKNOWLEDGMENT CERTIFICATES

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

The foregoing instrument was acknowledged before me this 30th day of November, 2010, by Pamela S. Kalstrom, as Vice President of Anschutz Exploration Corporation, a Delaware corporation.

Witness my hand and official seal.

My commission expires: May 10, 2011

Darla D. Desautels
Notary Public
Name: DARLA D. DESAUTELS



STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 30th day of November, 2010, by Douglas J. Jacobson, as Executive Vice President of Chesapeake AEC Acquisition, L.L.C., an Oklahoma limited liability company.

Witness my hand and official seal.

My commission expires: 6/15/14

Colby Anderson
Notary Public
Name: Colby Anderson

(NOTARIAL SEAL)

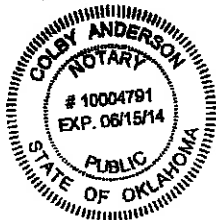


EXHIBIT "A"
 Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance by and between
 ANSCHUTZ EXPLORATION CORPORATION and CHESEBROUGH AEC ACQUISITION, L.L.C., effective July 1, 2010.

Lease No.	Original Lessor	Original Lessee	Lease Date	Legal Description	County	State	Recording
29490013-00	JOSEPH C. FOX & MARY ELLEN FOX HUSBAND AND WIFE	T.S. DUDLEY LAND COMPANY, INC	6/21/2008	TOWNSHIP 15 NORTH RANGE 18 WEST SECTION: 24 TAX MAP NO: 028-01883-00 TOWN: PLEASANT TAX MAP NO: 028-01691-00 TOWN: PLEASANT TAX MAP NO: 028-01684-00 TOWN: PLEASANT SECTION: 15 TAX MAP NO: 028-01704-00 TOWN: PLEASANT	FAIRFIELD	OH	200800018415
29490014-00	RICHHORN LIMITED PARTNERSHIP AN OHIO LIMITED PARTNERSHIP STEPHEN E. RICHHORN, GENERAL PARTNER	T.S. DUDLEY LAND COMPANY, INC	6/29/2008	TOWNSHIP 16 NORTH RANGE 18 WEST SECTION: 29 TAX MAP NO: 049-02612-30 TOWN: WALNUT	FAIRFIELD	OH	200800018420
29490015-00	DAVE HEINZMAN AND ANNE HEINZMAN HUSBAND AND WIFE	T.S. DUDLEY LAND COMPANY, INC	6/27/2008	TOWNSHIP 17 NORTH RANGE 17 WEST SECTION 28: TAX MAP NO: 031-00368-11 TOWN: RICHLAND	FAIRFIELD	OH	200800018417
29490016-00	KEVIN J. O'DELL SINGLE	T.S. DUDLEY LAND COMPANY, INC	7/9/2008	TOWNSHIP 17 NORTH RANGE 17 WEST SECTION: 15 TAX MAP NO: 031-00215-00 TOWN: RICHLAND	FAIRFIELD	OH	200800018418
29490017-00	DONALD E. ARLEDGE, MARRIED, DEALING IN HIS SOLE AND SEPARATE PROPERTY	T.S. DUDLEY LAND COMPANY, INC	7/2/2008	TOWNSHIP 15 NORTH RANGE 18 WEST SECTION: 18 TAX MAP NO: 028-01821-00 TOWN: PLEASANT	FAIRFIELD	OH	200800018415
29490018-00	MICHAEL K. STANLEY SINGLE	T.S. DUDLEY LAND COMPANY, INC	7/11/2008	TOWNSHIP 16 NORTH RANGE 18 WEST SECTION: 6 TAX MAP NO: 045-00696-00 TOWN: WALNUT	FAIRFIELD	OH	200800018436
29490019-00	BURL E. MCCAFFERTY, TRUSTEE OF THE REVOCABLE INTER VIVOS TRUST OF ELEANOR H. MCCAFFERTY DATED MARCH 11, 1993.	T.S. DUDLEY LAND COMPANY, INC	7/31/2008	TOWNSHIP 17N, RANGE 17W, SECTION 19: TAX MAP NO: 011-00361-00 TOWN: RICHLAND TOWNSHIP 17N, RANGE 17W, SECTION 29: TAX MAP NO: 031-00378-00 TOWN: RICHLAND TAX MAP NO: 031-00374-00 TOWN: RICHLAND TOWNSHIP 17N, RANGE 17W, SECTION 20 TAX MAP NO: 031-00289-00 TOWN: RICHLAND	FAIRFIELD	OH	200800020217
29490019-00	HURL E. MCCAFFERTY, A WIDOWER	T.S. DUDLEY LAND COMPANY, INC	7/31/2008	TOWNSHIP 17N, RANGE 17W, SECTION 19: TAX MAP NO: 011-00361-00 TOWN: RICHLAND TOWNSHIP 17N, RANGE 17W, SECTION 29: TAX MAP NO: 031-00378-00 TOWN: RICHLAND TAX MAP NO: 031-00374-00 TOWN: RICHLAND TOWNSHIP 17N, RANGE 17W, SECTION 20: TAX MAP NO: 031-00289-00 TOWN: RICHLAND	FAIRFIELD	OH	200800020216

201000913569
 Filed for Record in
 FAIRFIELD COUNTY, OH
 GENE WOOD, COUNTY RECORDER
 08-26-2010 At 11:01 am.
 ASSIGN LEA 904.00
 DR Book 1549 Page 616 - 650

PCL 3

Sff

ASSIGNMENT OF OVERRIDING ROYALTY

Anschutz Exploration Corporation, Suite 2400, 555 17th Street, Denver, Colorado 80202, hereinafter called Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, bargain, convey, transfer, assign and deliver unto the following named parties the interests set out opposite their names, of all oil and/or gas produced, saved and sold from the oil and gas leasehold estates, with respect to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof:

Anschutz Exploration Corporation on behalf of
 Ansbro Petroleum Company LLC Royalty Pool
 555 17th Street, Suite 2400
 Denver, CO 80202
 an undivided 1% of 8/8ths

Daniel W. Bean & Company
 11908 S. Foxton Road
 Conifer, CO 80433
 an undivided .30 of 1% of 8/8ths

William J. Miller and Nancy Miller, as
 Joint Tenants with Right of Survivorship
 5233 West Capri Place
 Littleton, CO 80123
 an undivided .30 of 1% of 8/8ths

Marguerite K. Timbel & Ned R. Timbel, as
 Tenants in Common
 6500 West Mansfield Avenue, #19
 Denver, CO 80235
 an undivided .30 of 1% of 8/8ths

Pamela S. Kalstrom & Todd R. Kalstrom as
 Co-Trustees of the Pamela S. Kalstrom &
 Todd R. Kalstrom Trust and, as Tenants in
 Common
 6732 W Princeton Place
 Denver, CO 80235
 an undivided .30 of 1% of 8/8ths

Anschutz Resources Corporation
 555 17th Street, Suite 2400
 Denver, CO 80202
 an undivided .35 of 1% of 8/8ths

Scott L. Hajicek and Marilyn S. Hajicek, as Joint
 Tenants with Right of Survivorship
 2980 S Newcombe Way
 Lakewood, CO 80227
 an undivided .15 of 1% of 8/8ths

James P. Oursland and Susan P. Oursland, as
 Joint Tenants with Right of Survivorship
 6976 Orchard Court
 Arvada, CO 80007
 an undivided .30 of 1% of 8/8ths

The overriding royalty interest hereinabove assigned is subject to the following terms, provisions and conditions:

A. Said overriding royalty interest is subject to the terms and provisions of said leases described on Exhibit "A", and any amendments or modifications of said leases.

B. Said overriding royalty interest shall be free and clear of all drilling, developing, operating costs and expenses except such costs, if any, incurred in dehydrating, treating, transporting, boosting, compressing or otherwise processing same in order to make same marketable, and same shall be calculated after deducting oil and gas used for operations on the premises, with the option on the part of Assignor to deduct the proportionate part of fuel used in any central plant serving the premises or of using other than the identical oil and gas produced for operations on the premises, and deducting any so used, but Assignee shall bear and pay all taxes of every nature whatever, which may now or hereafter be applicable to or in any manner connected with or a lien upon Assignee's overriding royalty interest or the production attributable thereto, including without limitation all production, severance, gathering, transportation or similar taxes attributable to Assignee's interest, and such other costs and charges as shall be applicable to and borne by lessor's

2010

201000006513
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD, COUNTY RECORDER
05-03-2010 At 10:01 am.
ASSIGN LEA 132.00
OR Book 1540 Page 2973 - 2979

Pcl 3
SH

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned T. S. Dudley Land Company, Inc, 5925 N. Robinson Avenue, Oklahoma City, OK 73118, hereinafter called Assignor, for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Anschutz Exploration Corporation, 555 Seventeenth Street, Suite 2400, Denver, Colorado 80202 hereinafter called Assignee, all right, title and interest in and to the oil and gas leases described on Exhibit "A" attached hereto and made a part hereof in Fairfield County, State of Ohio, together with the rights incident thereto, and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

TO HAVE AND TO HOLD: The interest herein assigned unto Assignee, its successors, sub lessees and assigns forever, and Assignor hereby warrants and agrees to defend title to the leases hereby assigned but only as to claims arising by, through and under Assignor and not otherwise.

Assignor hereby conveys to Assignee, and Assignee is hereby subrogated to all rights, covenants and warranties, if any, to which Assignor may be entitled to enforce with regard to the leases against Assignor's predecessors in title. Assignor warrants that it has caused no liens, encumbrances or defects to effect or attach to the leases.

Executed this 1st day of March, 2010

T. S. DUDLEY LAND COMPANY, INC.


BY: Thomas J. Havenstrite, President

CORPORATE ACKNOWLEDGEMENT


State of Oklahoma }
County of Oklahoma } §

Before me, the undersigned, a Notary Public in and for said County and State on this 1st day of March, 2010, personally appeared Thomas J. Havenstrite, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires:
October 6, 2013




Cartia M. Galbreath, Notary Public
Commission #05009328

A-2949019

EXHIBIT "A"

Exhibit "A" to Assignment of Oil and Gas Leases dated October 8, 2008 between T.S. Dudley Land Company, Inc, 5925 N. Robinson Ave., Oklahoma City, OK 73118, Assignor, and Anschutz Exploration Corporation, 556 Seventeenth Street, Suite 2400, Denver, CO 80202-0000, Assignee, in Fairfield County, Ohio.

29490002-AE

Date: June 12, 2008
Lessor: Ronald Janes & Cheri Janes, husband & wife
Lessee: T. S. Dudley Land Company, Inc
Description: Section 12-16N-18W 158.00 acres, more or less, described in Certificate of Transfer, Book 1425, Page 2410, dated April 13, 2008, from Marcile E. Geiger Estate to Charles Edward Sharp; Cheri Janes; Cathy Ickes; Richard J. Sharp, also described by Tax Parcel ID Number 046-00198-00.
Recorded: Book 1502, Page 17 08-18414

29490002-AF

Date: June 12, 2008
Lessor: Cheri Janes, married, dealing in her sole and separate property
Lessee: T. S. Dudley Land Company, Inc
Description: Section 2-16N-18W 26.917 acres, more or less, described in Certificate of Transfer, Book 1425, Page 2410, dated April 10, 2008 from Estate of Marcile E. Geigerto Charles Edward Sharp, Cheri Janes, Cathy Ickes, and Richard J. Sharp, also described by Tax Parcel ID Number 046-00008-00, Fairfield County, Ohio

Section 12-16N-18W 158.00 acres, more or less, described in Certificate of Transfer, Book 1425, Page 2410, dated April 13, 2008 from Marcile E. Geiger Estate to Charles Edward Sharp; Cheri Janes; Cathy Ickes; Richard J. Sharp, also described by Tax Parcel ID Number 046-00198-00.

Recorded: Book 1502, Page 7 08-18414

29490002-AD

Date: June 12, 2008
Lessor: Cathy Ickes, married, dealing in her sole and separate property
Lessee: T. S. Dudley Land Company, Inc
Description: Section 2-16N-18W 26.917 acres, more or less, described in Certificate of Transfer, Book 1425, Page 2410, dated April 10, 2008 from Estate of Marcile E. Geigerto Charles Edward Sharp, Cheri Janes, Cathy Ickes, and Richard J. Sharp, also described by Tax Parcel ID Number 046-00008-00, Fairfield County, Ohio

Section 12-16N-18W 158.00 acres, more or less, described in Certificate of Transfer, Book 1425, Page 2410, dated April 13, 2008 from Marcile E. Geiger Estate to Charles Edward Sharp; Cheri Janes; Cathy Ickes; Richard J. Sharp, also described by Tax Parcel ID Number 046-00198-00.

Recorded: Book 1502, Page 22 08-18414

29490005-00

Date: June 16, 2008

Lessor: Michael A. Thomas & Wanda L. Thomas Family Trust, Michael A. Thomas & Wanda L. Thomas, Trustees

Lessee: T. S. Dudley Land Company, Inc

Description: Section 8-16N-18W 3.487 acres, more or less, described in the following three (3) tracts: Tract One: 1.000 acres, more or less, described in Warranty Deed, Book 417, Page 299, dated November 23, 1972, from Merte J. Thomas & Donna J. Thomas, husband & wife; Melvin A. Thomas & Mary Lou Thomas, husband & wife; Arlei Beverly Thomas Rowles & Edward W. Rowles, wife & husband; Barbara Ann Thomas Dwelle & William Dwelle, wife & husband; Rt Thomas Reed (formerly Karen Ruth Thomas) & James Reed, wife husband to Michael A. Thomas & Wanda Thomas, also described Tax Parcel ID Number 046-00136-00, Fairfield County, Ohio Tract Two: 1.000 acres, more or less, described in Warranty Deed, Book 680, Page 506, dated December 18, 1998, from Mary Lou Thomas unmarried to Michael Alan Thomas, also described by Tax Parcel ID Number 046-00135-20, Fairfield County, Ohio Tract Three: 1.490 acres, more or less, described in Warranty Deed, Book 637, Page 364, dated February 7, 1991, from Mer-Mel Farms, Inc. to Michael Wanda L. Thomas, also described by Tax Parcel ID Number 046-00135-30, Fairfield County, Ohio

Section 9-16N-18W 115.017 acres, more or less, described in the following two (2) tracts: Tract One: 100.395 acres, more or less, described in Warranty Deed, Book 435, Page 677, dated April 1, 1974, from Bernice Thomas, a widow to Michael A. Thomas & Wanda Thomas, also described by Tax Parcel ID Number 046-00161-00 and 046-00150-00, Fairfield County, Ohio Tract Two: 14.622 acres, more or less, described in Warranty Deed, Book 637 Page 965, dated July 5, 1995, from Wilma Allen, single, to Michael A. Thomas, also described by Tax Parcel ID Number 046-00144-01 Fairfield County, Ohio

Section 15-16N-18W 60.00 acres, more or less, described in Survivorship Deed, Book 636, Page 933, dated June 7, 1995, from Jeffrey B. & Marilyn N. Coleman, husband & wife, to Michael A. & Wanda L. Thomas, husband & wife, joint tenants, also described by Tax Parcel ID Number 049-02480-20, Fairfield County, Ohio; 154.920 acres, more or less, described in Warranty Deed, Book 510, Page 896, dated July 7, 1982, from Nigel W.H. Mast a/k/a Nigel Mast & Jeane Mast, husband & wife to Michael A. & Wanda L. Thomas, also described by Tax Parcel ID Number 047-02159-00, Fairfield County, Ohio

Recorded: Book 1495, Page 2843

07-11910

29490013-00

Date: June 21, 2008

Lessor: Joseph C. Fox & Mary Ellen Fox, husband and wife

Lessee: T. S. Dudley Land Company, Inc

Description: Section 14-15N-18W 93.603 acres, more or less, described in Warranty Deed, Book 494, Page 947, dated January 2, 1980, from Constance Amrine Sims, unmarried, to Joseph C. and Mary Ellen Fox, husband and wife, also described by Tax Parcel ID Numbers 028-01683-00 and 028-01691-00, Fairfield County, Ohio.; 23.00 acres, more or less, described in Quit Claim Deed, Book 503, Page 225, dated March 30, 1981, from William J. Sitterley, Trustee, to Joseph C. and Mary E. Fox, husband and wife, also described by Tax Parcel ID Number 028-01684-00, Fairfield County, Ohio.

Section 15-15N-18W 91.44 acres, more or less, described in Quit Claim Deed, Book 503, Page 225, dated March 30, 1981, from William J. Sitterley, Trustee, to Joseph C. and Mary E. Fox, husband and wife, also described by Tax Parcel ID Number 028-01704-00, Fairfield County, Ohio.

Recorded: Book 1502, Page 41 65-1841

29490014-00

Date: June 25, 2008

Lessor: Eichhorn Limited Partnership, an Ohio limited partnership

Lessee: T. S. Dudley Land Company, Inc

Description: Section 29-16N-18W 113.854 acres, more or less, described in Warranty Deed, Book 1477, Page 2270, dated October 4, 2007, from Watson Farm, Ltd. to Eichhorn Limited Partnership, an Ohio limited partnership, also described by Tax Parcel ID Number 049-02612-30, Fairfield County, Ohio.

Recorded: Book 1502, Page 46 08-1842

29490015-00

Date: June 27, 2008

Lessor: Dave Heinzman & Anne Heinzman, husband and wife

Lessee: T. S. Dudley Land Company, Inc

Description: Section 29-17N-17W 42.034 acres, more or less, described in Survivorship Deed, Book 685, Page 641, dated May 10, 1999, from K. Michael Solt, unmarried, to Dave and Anne Heinzman, husband and wife, joint tenants, also described by Tax Parcel ID Number 03 00368-11, Fairfield County, Ohio.

Recorded: Book 1502, Page 32 08-18417

29490017-00

Date: July 2, 2008

Lessor: Donald E. Arledge, married, dealing in his sole and separate property

Lessee: T. S. Dudley Land Company, Inc

Description: Section 18-15N-18W 96.72 acres, more or less, described in Quit Claim Deed, Book 547, Page 121, dated November 28, 1986, from The Estate Club, Inc. to Donald E. Arledge, also described by Tax

Recorded: Parcel ID Number 028-01822-00, Fairfield County, Ohio.
Book 1502, Page 27

02-15416



29490016-00

Date: July 9, 2008
Lessor: Kevin J. O'Dell, single
Lessee: T. S. Dudley Land Company, Inc
Description: Section 15-17N-17W 42.633 acres, more or less, described in Quitclaim Deed, Book 1264, Page 2145, dated February 7, 2003, from Diana L. O'Dell, unmarried, to Kevin J. O'Dell, also described by Tax Parcel ID Number 031-00215-00, Fairfield County, Ohio.

Recorded: Book 1502, Page 37

09-18418



29490031-00

Date: July 24, 2008
Lessor: Catherine Ann Wood, Trustee of the Ronald L. Kilbarger Trust B, Credit Shelter Trust
Lessee: T. S. Dudley Land Company, Inc
Description: Section 19-15N-18W 64.621 acres, more or less, described in Warranty deed, Book 1112, Page 796, dated March 25, 2000, from Catherine Ann Wood, Trustee of the Ronald L. Kilbarger Revocable Living Trust, dated April 3, 1998, to Catherine Ann Wood, Trustee of the Ronald L. Kilbarger Trust B, Credit Shelter Trust, also described by Tax Parcel ID Numbers 027-00025-00 and 027-00052-20, Fairfield County, Ohio.

Recorded: Book 1502, Page 12

09-18413



29490033-00

Date: August 27, 2008
Lessor: Bill B. Beard & Peggy J. Beard, husband & wife
Lessee: T. S. Dudley Land Company, Inc
Description: Section 5-17N-17W: 41.13 acres, more or less, described in the following two (2) tracts: Tract One: 47.38 acres, more or less, described in Warranty Deed, Book 435, Page, dated March 12, 1974, from Jimmie L. Beard & Mildred F. Beard, husband & wife, to Bill B. Beard & Peggy J. Beard, also described by Tax Parcel ID Number 031-00074-00, Fairfield County, Ohio. SAVE & EXCEPT: 8.97 acres, more or less, described in Warranty Deed, Book 1105, Page 2094, dated March 2, 2000, from Bill B. Beard & Peggy J. Beard, husband & wife, to Roy E. Hart, Trustee, also described by Tax Parcel ID Number 031-00074-10, Fairfield County, Ohio. SAVE & EXCEPT: 1.50 acres, more or less, described in Warranty Deed Book 1121, Page 290, dated August 11, 2000, from Bill B. Beard & Peggy J. Beard, husband & wife, to Eugene S. Gillespie, also described by Tax Parcel ID Number 031-00074-40, Fairfield County, Ohio. SAVE & EXCEPT: 1.50 acres, more or less, described in Warranty Deed, Book 1157, Page 2568, dated May 11, 2001, from

Bill B. Beard & Peggy J. Beard, husband & wife, to Kevyn B. Duncan & Janet E. Duncan, husband & wife, for their joint lives, also described by Tax Parcel ID Number 031-00074-20, Fairfield County, Ohio. SAVE & EXCEPT: 1.75 acres, more or less, described in Warranty Deed, Book 1224, Page 32, dated June 4, 2002, from Bill B. Beard & Peggy J. Beard, husband & wife, to Kevyn B. Duncan & Janet E. Duncan, husband & wife, for their joint lives, also described by Tax Parcel ID Number 031-00074-20, Fairfield County, Ohio. SAVE & EXCEPT: 1.50 acres, more or less, described in Warranty Deed, Book 1394, Page 160, dated April 6, 2005, from Bill B. Beard & Peggy J. Beard, husband & wife, to Lisa A. Knight, unmarried, also described by Tax Parcel ID Number 031-00074-30, Fairfield County, Ohio. Tract Two: 8.97 acres, more or less, described in Warranty Deed, Book 1105, Page 2099, dated March 2, 2000, from Roy E. Hart, Trustee, to Bill B. Beard & Peggy J. Beard, also described by Tax Parcel ID Number 031-00074-10, Fairfield County, Ohio.

Section 6-17N-17W: 110.347 acres, more or less, described in the following three (3) tracts: Tract One: 93.792 acres, more or less, described in Warranty Deed, Book 1224, Page, 2537, dated June 4, 2002, from Bill Brandon Beard, Executor of the Last Will and Testament of Mildred F. Beard, Deceased, to Bill B. Beard & Peggy J. Beard, husband & wife, for their joint lives, also described by Tax Parcel ID Number 031-00088-00, Fairfield County, Ohio. SAVE & EXCEPT: 5.015 acres, more or less, described in Warranty Deed, Book 1300, Page 537, dated August 11, 2003, from Bill B. Beard & Peggy J. Beard, husband & wife, to Roy E. Hart, Trustee, also described by Tax Parcel ID Number 031-00088-40, Fairfield County, Ohio. Tract Two: 5.015 acres, more or less, described in Warranty Deed, Book 1300, Page 539, dated August 11, 2003, from Roy E. Hart, Trustee, to Bill B. Beard & Peggy J. Beard, husband & wife, for their joint lives, also described by Tax Parcel ID Number 031-00088-40, Fairfield County, Ohio. Tract Three: 16.55 acres, more or less, described as Second Tract in Warranty Deed, Book 435, Page 25, dated March 12, 1974, from Jimmie L. Beard & Mildred F. Beard, husband & wife, to Bill B. Beard & Peggy J. Beard, husband & wife, also described by Tax Parcel ID Number 031-00091-00, Fairfield County, Ohio.

Section 7-17N-17W: 14.00 acres, more or less, described as Tract No. 1 in Warranty Deed, Book 448, Page 431, dated May 8, 1975, from Cecil Church & Lida M. Church, husband & wife, to Bill B. Beard & Peggy J. Beard, also described by Tax Parcel ID Number 031-00107-00, Fairfield County, Ohio. SAVE & EXCEPT: 0.378 acres, more or less, described in Warranty Deed, Book 1254, Page 1349, dated September 26, 2002, from Bill B. Beard & Peggy J. Beard, husband & wife, to Matthew Prysock & Denise Prysock, husband & wife, for their joint lives, also described by Tax Parcel ID Numbers 031-00132.60, Fairfield County, Ohio.

Section 8-17N-17W: 70.00 acres, more or less, described as Tract No. 2 in Warranty Deed, Book 448, Page 431, dated May 8, 1975,

from Cecil Church & Lidam. Church, husband & wife, to Bill B. Bea & Peggy J. Beard, also described by Tax Parcel ID Number 031-00132-00, Fairfield County, Ohio. SAVE & EXCEPT: 3.18 acres, more or less, described in Warranty Deed, Book 1125, Page 16, dated September 21, 2000, from Bill B. Beard & Peggy J. Beard, husband & wife, to William L. Nutt & Joy M. Nutt, also described by Tax Parcel ID Number 031-00132-10, Fairfield County, Ohio. SAV & EXCEPT: 1.50 acres, more or less, described in Warranty Deed Book 1185, Page 2056, dated November 19, 2001, from Bill B. Beard & Peggy J. Beard, husband & wife, to Lighthouse Memorial Church, its successors and assigns, also described by Tax Parcel I Number 031-00132-30, Fairfield County, Ohio. SAVE & EXCEPT: 1.50 acres, more or less, described in Warranty Deed, Book 1185, Page 2065, dated November 19, 2001, from Bill B. Beard & Peggy J. Beard, husband & wife, to Lighthouse Memorial Church, its successors and assigns, also described by Tax Parcel ID Number 031-00132-40, Fairfield County, Ohio. SAVE& EXCEPT: 6.00 acres, more or less, described in Warranty Deed, Book 1221, Page 592, dated June 4, 2002, from Bill B. Beard & Peggy J. Beard, husband & wife, to William L. Nutt & Joy M. Nutt, also described by Tax Parcel ID Number 031-00132-50 & 031-00132-51, Fairfield County, Ohio. SAVE & EXCEPT: 1.50 acres, more or less, described in Warranty Deed, Book 1227, Page 1581, dated July 12 2002, from Bill B. Beard & Peggy J. Beard, husband & wife, to Loy Edsel Lyons, Sr. & Joyce A. Lyons, husband & wife, also describe by Tax Parcel ID Number 031-00132-20, Fairfield County, Ohio. SAVE & EXCEPT: 1.122 acres, more or less, described in Warranty Deed, Book 1254, Page 1349, dated September 26, 2002, from Bill B. Beard & Peggy J. Beard, husband & wife, to Matthew Prysock & Denise Prysock, husband & wife, also describe by Tax Parcel ID Number 031-00132-60, Fairfield County, Ohio. SAVE & EXCEPT: 1.50 acres, more or less, described in Warranty Deed, Book 1361, Page 61, dated September 23, 2004, from Bill B Beard & Peggy J. Beard, husband & wife, to Tony E. Glaze & Amanda A. Glaze, also described by Tax Parcel ID Number 031-00132-90, Fairfield County, Ohio. SAVE & EXCEPT: 1.50 acres, more or less, described in Land Installment Contract, Book 1373, Page 399, dated January 7, 2005, by and between Bill B. Beard & Peggy J. Beard, husband & wife, and Chad S. Warthman, also described by Tax Parcel ID Number 031-00132-70, Fairfield Count Ohio. SAVE & EXCEPT: 1.50 acres, more or less, described in Land Installment Contract, Book 1479, Page 354, dated October 3 2007, by and between Bill B. Beard & Peggy J. Beard, husband & wife, and James E. Miller, single, also described by Tax Parcel ID Number 031-00132-80, Fairfield County, Ohio.

Recorded: Book 1502, Page 1

08-18411



200800018420
 Filed for Record in
 FAIRFIELD COUNTY, OH
 GENE WOOD
 10-03-2008 At 11:05 AM.
 LEASE 52.00
 OR Book 1502 Page 46 - 50

1502 PAGE 0046

Lease No. 08-12039

2008

3-5H

OIL AND GAS LEASE 18-16-29

This Lease made this dated the 25th day of June, 2008, by and between Eichhorn Limited Partnership, an Ohio limited partnership, of 1410 Pleasantville Road NE, Pleasantville, OH 43148-0000, hereinafter called "Lessor" and T. S. Dudley Land Company, Inc, 5925 North Robinson Avenue, Oklahoma City, OK 73118-0000, hereinafter called "Lessee".

WITNESSETH: That for and in consideration of One Dollar (\$1.00), paid in hand by Lessee, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the premises, mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

1. LEASING CLAUSE. Lessor hereby grants, leases and lets exclusively to Lessee all the oil and gas and their constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, "the Leasehold", together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the exclusive right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold and/or from neighboring lands across the Leasehold, and such rights shall survive the term of this agreement for so long thereafter as operations are continued; to use oil, gas, and non-domestic water sources, free of cost; to operate, maintain, repair, and remove material and equipment.

2. DESCRIPTION. The Leasehold is located in the Township(s) of Walnut, in the County of Fairfield in the State of Ohio, and described as follows:

Section 29-16N-18W 113.854 acres, more or less, described in Warranty Deed, Book 1477, Page 2270, dated October 4, 2007, from Watson Farm, Ltd. to Eichhorn Limited Partnership, an Ohio limited partnership, also described by Tax Parcel ID Number 049-02612-30, Fairfield County, Ohio.

"SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR OTHER PROVISIONS OF THIS LEASE"

and described for the purposes of this agreement as containing a total of 113.8540000 acres, whether actually more or less, and including contiguous lands owned by Lessor.

3. LEASE TERM. This Lease shall remain in force for a primary term of 5 Years from June 25th, 2008, (the "effective date") and for as long thereafter as prescribed payments are made, or for as long thereafter as operations are conducted on the Leasehold in search of or production of oil, gas, or their constituents, or for as long as a well capable of production is located on the Leasehold or lands pooled or unitized therewith, or for as long as extended by provision herein. If after the primary term the last producing well on the Leasehold or lands pooled or unitized therewith is plugged and abandoned, the Leasehold will remain under Lease for an additional period of one year from the date of plugging and abandonment, subject to the payment of delay rental.

4. EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of 5 Years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

5. PAYMENTS TO LESSOR. Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** If operations for drilling are not commenced on the Leasehold or lands pooled or unitized therewith, or any part hereof, within ninety days from the effective date, Lessee shall, to continue this Lease in full force and effect, make payment to Lessor a Delay Rental at the rate of \$15.00 per net mineral acre per year, payments to be made annually or quarterly, at Lessee's option, until the commencement of a well. Delay Rental paid for time beyond the commencement date of Royalty payments shall be credited upon the Royalty payment.

(B) **ROYALTY:** To pay Lessor as Royalty, less all applicable taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. **OIL:** To deliver to the credit of Lessor, free of cost, a Royalty of the equal one-eighth part of all oil and any constituents thereof produced and marketed from the Leasehold.
2. **GAS:** To pay Lessor an amount equal to one-eighth of the net proceeds realized by Lessee from the sale of all gas and the constituents thereof produced and marketed from the Leasehold. Lessee may withhold Royalty payment until such time as the total withheld exceeds twenty-five dollars (\$25.00).

(C) **DELAY IN MARKETING:** In the event that Lessee does not market producible gas, oil, or their constituents from the Leasehold, Lessee shall continue to pay Delay Rental until such time as marketing is established, and such payment shall maintain this Lease in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of six months, and there is no producing well on the Leasehold or lands pooled or unitized therewith, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the Delay Rental until such time as production is re-established and said payment shall maintain this Lease in full force and effect to the same extent as payment of Royalty. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different

State of OHIO

County of FRANKLIN

The foregoing instrument was acknowledged before me this 30 day of June, 2008 by Phillip E. Eichhorn, General Partner, and Stephen E. Eichhorn, General Partner of Eichhorn Limited Partnership, an Ohio limited partnership on behalf of said coporation:

Signature/Notary Public: *[Handwritten Signature]*

Name/Notary Public (print): Jade C. Altizer

My Commission Expires: 1-11-12



JADE C. ALTIZER
Notary Public, State of Ohio
My Commission Expires 01-11-2012

Recorded in Franklin County

After Recording, please return to:
T. S. Dudley Land Company, Inc
5925 North Robinson Avenue
Oklahoma City OK, 73118-0000

TSDI LPR# 08-12039-2315

Acknowledgement Page to an Oil and Gas Lease dated the 25th day of June, 2008 between Eichhorn Limited Partnership, an Ohio limited partnership and T. S. Dudley Land Company, Inc.

This document was prepared by:
T. S. Dudley Land Company, Inc
5925 North Robinson Avenue
Oklahoma City OK, 73118-0000

EXHIBIT "A"

THIS EXHIBIT "A" attached hereto and made a part of that certain "Oil & Gas Mineral Lease" dated the 25th day of June, 2008 by and between Eichhorn Limited Partnership, an Ohio limited partnership, as Lessor and T. S. Dudley Land Company, Inc, as Lessee.

LEGAL DESCRIPTION:

Section 29-16N-18W 113.854 acres, more or less, described in Warranty Deed, Book 1477, Page 2270, dated October 4, 2007, from Watson Farm, Ltd. to Eichhorn Limited Partnership, an Ohio limited partnership, also described by Tax Parcel ID Number 049-02812-30, Fairfield County, Ohio.

OTHER PROVISIONS:

Location Approval Clause

Lessor reserves the right to approve the location of all well sites, access roads, pipelines, and related appliances constructed or installed on the herein described leased premises. Lessor shall not unreasonably withhold, delay or condition said approval. It is expressly understood that Lessee shall have the exclusive right to conduct geophysical operations on the leased premises.

Hold Harmless Clause

Lessee shall indemnify and hold Lessor harmless from and against any and all actions, claims, demands, losses, costs, damages and expenses which may be brought against or suffered by Lessor or that Lessor may suffer, sustain, pay or incur in connection with Lessee's operations on the Leasehold, except to the extent caused by Lessor's gross negligence or willful misconduct.

Damages Clause

Lessee shall pay and be responsible for all surface damages caused or applicable to the Lessee's operation on the Leasehold; including but not limited to, crop and timber damages.


Free Gas

Lessor reserves from one (1) gas producing well located on the surface of the Leasehold and only for as long as commercial gas production exists from said well, three hundred thousand (300,000) cubic feet of gas per year for domestic use. Lessor shall secure such gas by service line laid to and connected to such well on said leased premises in accordance with all applicable laws, rules and regulations, the point of connection to be designated by Lessee and Lessor shall assume the entire risk and all expenses associated with securing and using such gas and agrees, to the fullest extent of applicable law, to release and indemnify Lessee from and against any and all claims or causes of action arising therefrom or relating thereto. Notwithstanding the foregoing provisions, in the event the leased premises are made a part of a unit or pooled with other acreage and the well(s) has been drilled on another lease, the Lessor hereunder will not be entitled to use wellhead gas, free or otherwise. The rights granted herein related to free gas are not assignable or transferable to a party not currently owning an interest in the leasehold premises.

Eichhorn Limited Partnership, an Ohio limited partnership

Eichhorn Limited Partnership, an Ohio limited partnership





BY: Phillip E. Eichhorn, General Partner

BY: Stephen E. Eichhorn, General Partner

OHIO DEPARTMENT OF TRANSPORTATION
TITLE CHAIN

DIST 5 CRS FAI-37-256

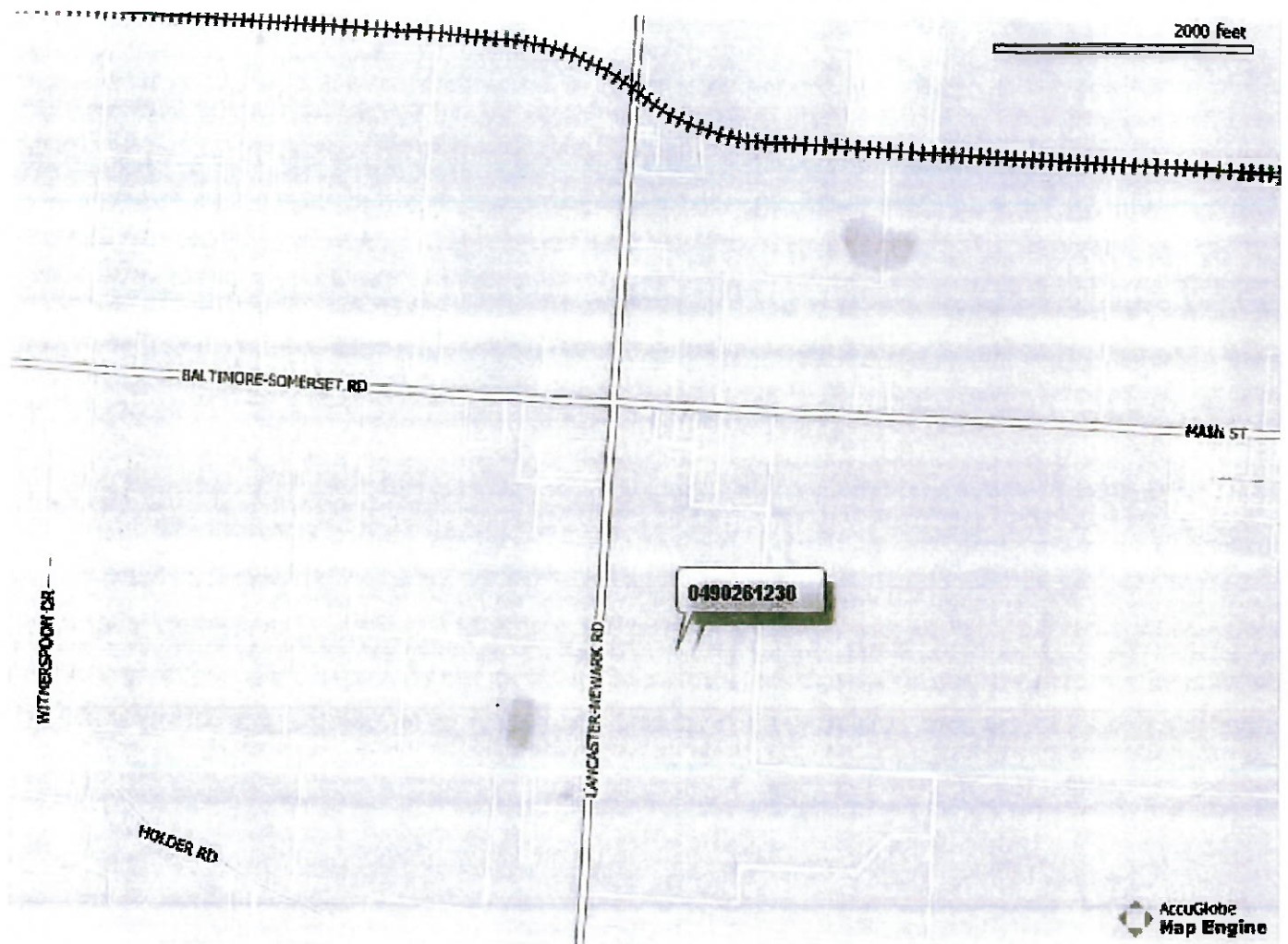
PARCEL 3-SH

PID 95383

Grantor	Grantee	Date Signed	Date & Time Recorded	Volume/Page	Conveyance Fee	Type Instrument
Watson Farm, Ltd., an Ohio limited liability company	Eichhorn Limited Partnership, an Ohio limited partnership	10-4-2007	10-10-2007 1:17 PM	OR 1477 PG 2270	\$3,780.00	GWD
		Situated in the State of Ohio, County of Fairfield, Township of Walnut, Township 16, Range 18, Section 29 Containing 113.854 acres ROOT TITLE				

[Print](#) | [Back](#)

Fairfield County GIS



AccuGlobe
Map Engine

Notes

PCL 3-SH