

Marion County Land Auction

Thursday, July 6 @ 5 p.m.

2 Miles South of Marseilles – 9784 Rubins Rd., LaRue, OH

Tillable & Recreational Land



Located: 2 Miles South of Marseilles (1 mi. south of Marseilles on SR 37 to Fail Rd. then south 1 mi. to Rubins Rd.)

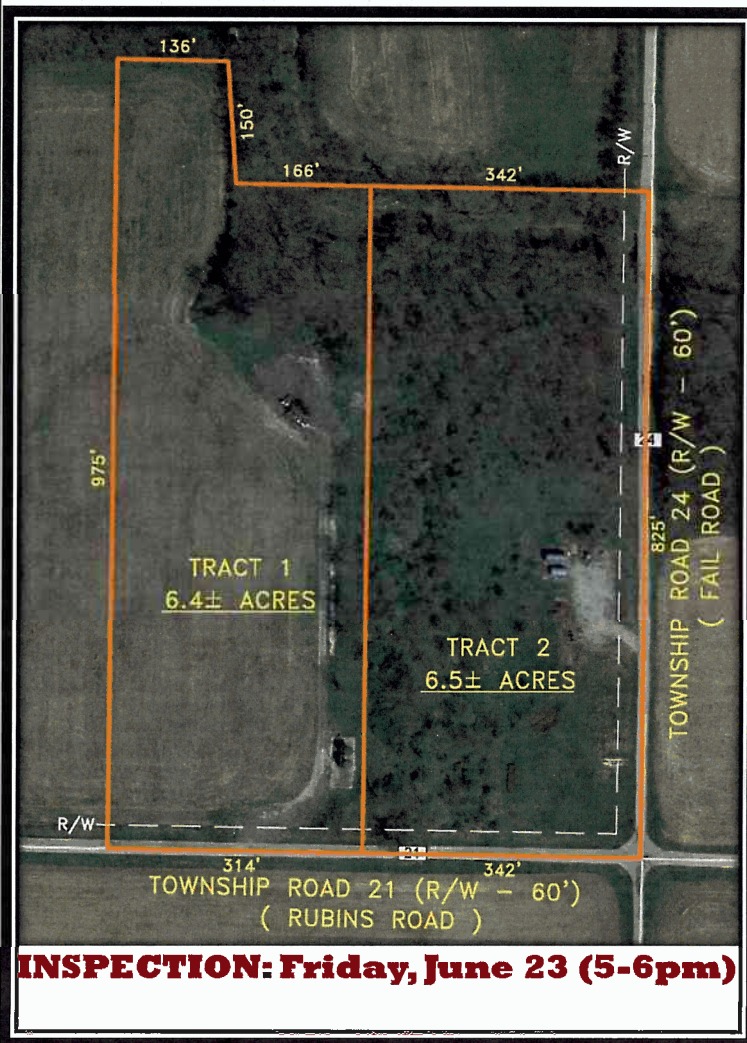
Tract #1 offers 6.4 acres +/- w/tillable farmland and a currently inactive oil well & rigging.

Tract #2 offers 6.5 acres +/- of wooded / recreational land on PawPaw Run. All mineral rights & royalties included on both tracts. Online bidding available.

TERMS: A non-refundable down payment of \$2,000 per tract is due auction day with cash or check, balance due at closing within 45 days. **Taxes:** Prorated. **Possession:** At closing.

INSPECTION: Friday, June 23 (5p.m.-6p.m.)

Mar Oil Company, Owner



INSPECTION: Friday, June 23 (5-6pm)

Paul Wagner, Auctioneer
Kristy Gottfried & Paul Vent, Agents
WMS Marketing Services
Ohio Real Estate Auctions
1400 E. Wyandot Ave., Upper Sandusky, OH
Ph: 419-294-4366 – paul@wmsohio.com



wmsohio.com

**PROPOSED TRACTS
MAR OIL COMPANY**

LOCATED IN PART OF THE SW 1/4 OF
SECTION 20, GRAND TOWNSHIP,
MARION COUNTY, OHIO



NOTE:
THE ABOVE ACREAGES AND DIMENSIONS
ARE ESTIMATES ONLY. FINAL ACREAGES
AND PARCEL LINES WILL BE DETERMINED
FROM AN ACTUAL FIELD SURVEY, IF NEEDED.

JOB # 17065-S
DATE: 05-30-17



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 9784 Rubbons Rd. Larve Oh. 43332

Buyer(s): _____

Seller(s): MAR OIL Company

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____
AGENT(S) BROKERAGE

The seller will be represented by _____, and _____
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) Paul Wagner and real estate brokerage Onro Real Estate Auctions will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

BUYER/TENANT _____ DATE _____

BUYER/TENANT _____ DATE _____

MAR OIL COMPANY
SELLER/LANDLORD _____ Pres. DATE May 17/17

SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally the broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the broker and manager are dual agents. There are two exceptions to this. The first is where the broker or manager is personally representing one of the parties. The second is where the broker or manager is selling or buying his own real estate. These exceptions only apply if there is another broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to an attorney or to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



CONSUMER GUIDE TO AGENCY RELATIONSHIPS



Ohio Real Estate Auctions LLC

We are pleased you have selected **Ohio Real Estate Auctions LLC** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Ohio Real Estate Auctions LLC** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Ohio you can also contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or on their website www.com.state.oh.us.

Representing Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care and, account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information and account for any money they handle in the transaction.

Dual Agency

Occasionally the same agent and brokerage who represents the seller also represents the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position in the transaction. They may not advocate the position of one client over the best interests of the other client, or disclose any confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidential information of both parties.

Working With Ohio Real Estate Auctions LLC

Ohio Real Estate Auctions LLC does offer representation to both buyers and sellers. Therefore the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs each agent will represent their own client, but **Ohio Real Estate Auctions LLC** and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Ohio Real Estate Auctions LLC** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, that agent and **Ohio Real Estate Auctions LLC** will act as dual agents but only if both parties agree. As dual agents they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs you will be asked to consent to it in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **Ohio Real Estate Auctions LLC** has listed. In that instance **Ohio Real Estate Auctions LLC** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When **Ohio Real Estate Auctions LLC** lists property for sale it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Ohio Real Estate Auctions LLC** does reserve the right, in some instances, to vary the compensation it offers to other brokerages. As a seller, you should understand that just because **Ohio Real Estate Auctions LLC** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that brokerage. Instead that company will be looking out for the buyer and **Ohio Real Estate Auctions LLC** will be representing your interests. When acting as a buyer's agent, **Ohio Real Estate Auctions LLC** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below, acknowledging receipt of this Consumer Guide. Your signature will not obligate you to work with our company if you do not choose to do so.

MAR OIL COMPANY
WAYNE TOOLE - PRCS.
Name (Please Print)

Name (Please Print)

Signature Date May 17/17

Signature Date



**SELLER DISCLOSURE STATEMENT†
COMMERCIAL PROPERTY**

SELLER: MAR OIL Company

† To be used in transfers of commercial real estate as defined in RCW 60.42.005. See RCW Chapter 64.06 for further explanations.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 9784 Rubins Rd. Larue Ohio

CITY _____, COUNTY Marron, ("THE PROPERTY")

OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller is/ is not occupying the property.

I. SELLER'S DISCLOSURES:

* If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE

- | | YES | NO | DON'T KNOW |
|---|-------------------------------------|-------------------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following? | | | |
| (1) First right of refusal | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (2) Option | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there any leased parking? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *E. Is there a private road or easement agreement for access to the property? <i>MAR OIL pipeline + road.</i> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any rights-of-way, easements, shared use agreements or access limitations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Are there any written agreements for joint maintenance of an easement or right-of-way? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any zoning violations or nonconforming uses? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *I. Is there a survey for the property? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *J. Are there any legal actions pending or threatened that affect the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| *K. Is the property in compliance with the Americans with Disabilities Act? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Mineral lease with MAR OIL CO. mineral rights unitized. surface lease, annual Mar 1 \$350/yr for western 5 acres.

SELLER'S INITIALS: MS DATE: May 17/17 SELLER'S INITIALS: _____ DATE: _____

**SELLER DISCLOSURE STATEMENT
COMMERCIAL PROPERTY
(Continued)**

	YES	NO	DON'T KNOW	
2. WATER				56
*Are there any water rights for the property, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	57 58
3. SEWER/ON-SITE SEWAGE SYSTEM				59
*Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60 61
4. STRUCTURAL				62
				63
*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	63
*B. Has any occupied subsurface flooded or leaked within the last five years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	64
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67
*D. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
*E. Are there any defects with the following: (If yes, please check applicable items and explain.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
<input type="checkbox"/> Foundations				70
<input type="checkbox"/> Slab Floors				70
<input type="checkbox"/> Doors				71
<input type="checkbox"/> Outbuildings				71
<input type="checkbox"/> Ceilings				72
<input type="checkbox"/> Exterior Walls				72
<input type="checkbox"/> Sidewalks				73
<input type="checkbox"/> Siding				73
<input type="checkbox"/> Interior Walls				74
<input type="checkbox"/> Other _____				74
<input type="checkbox"/> Windows				75
5. SYSTEMS AND FIXTURES				76
*A. Are there any defects in the following systems? If yes, please explain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
(1) Electrical system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
(2) Plumbing system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	79
(3) Heating and cooling systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80
(4) Fire and security system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81
(5) Carbon monoxide alarms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82
6. ENVIRONMENTAL				83
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	84 85
*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	86 87
*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	88
*D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?				89
<input checked="" type="checkbox"/> OIL TANK Battery				90
*E. Is there any soil or groundwater contamination? Well site	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91 92
*F. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	93
*G. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	94
7. FULL DISCLOSURE BY SELLER				95
A. Other conditions or defects:				96
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	97 98

SELLER'S INITIALS: MA DATE: May 17/17 SELLER'S INITIALS: _____ DATE: _____

SELLER DISCLOSURE STATEMENT
COMMERCIAL PROPERTY

(Continued)

B. Verification 99
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge 100
and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from 101
and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to 102
deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property. 103
Date: MAY 17, 2017 Date: _____ 104
Seller: MAR OIL COMPANY Seller: _____ 105
[Signature] PRESIDENT.

NOTICE TO BUYER 106

SEX OFFENDER REGISTRATION 107

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW 108
ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO 109
OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX 110
OFFENDERS. 111

II. BUYER'S ACKNOWLEDGEMENT 112

Buyer hereby acknowledges that: 113

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by 114
utilizing diligent attention and observation. 115
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by Seller and not by 116
any real estate licensee or other party. 117
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information 118
provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 119
- D. This information is for disclosure only and is not intended to be a part of the written agreement between Buyer and 120
Seller. 121
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) 122
has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 123

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON 124
SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE 125
STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) 126
BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO 127
RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION 128
TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME 129
YOU ENTER INTO A SALE AGREEMENT. 130

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND 131
ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF 132
ANY REAL ESTATE LICENSEE OR OTHER PARTY. 133

DATE: _____ DATE: _____ 134
BUYER: _____ BUYER: _____ 135

SELLER'S INITIALS: [Signature] DATE: MAY 17/17 SELLER'S INITIALS: _____ DATE: _____

ADDENDUM # 3

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

For use by Members of the Heartland Board of REALTORS® when concerned with SALES of residential real property.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Property Address: 9784 Rubens Rd. Larue Oh. 43332
Street/P.O. Box City State Zip

I. SELLER'S DISCLOSURE (Check appropriate boxes and initial on lines provided.)

- A. Presence of lead-based paint and/or lead-based paint hazards. [Check (1) or (2)]
(1) Known lead-based paint and/or lead-based paint hazards are present in the housing.
(2) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
B. Records and reports available to the seller. [Check either (1) or (2)]
(1) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents in the space provided).
(2) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

II. PURCHASER'S ACKNOWLEDGEMENT (Initial on lines provided.)

- A. Purchaser has received copies of all information listed above. (See 1 B)
B. Purchaser has received the pamphlet "Protect Your Family from Lead in Your Home."
C. Purchaser has: [Check (1) or (2)]
(1) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards (Attach Lead-Based Paint Inspection Addendum); OR
(2) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

III. AGENT'S ACKNOWLEDGEMENT (Initial on line provided.)

Agent has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

IV. CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

MAR OIL COMPANY May 17/17
Seller Date
MR Cole - Pres.
Seller Date
Agent Date 5-17-17

Purchaser Date
Purchaser Date
Agent Date

(HBOR-LP2-030304)

Property Record Card - Marion County, Ohio

Generated 5/8/2017 4:30:12 PM

General Parcel Information	
Parcel	080020000604
Owner	MAR OIL COMPANY
Address	9784 RUBINS RD LARUE OH 43332
Mailing Address	MAR OIL COMPANY CALGARY ALBERTA T3A3S3
Land Use	499 OTHER COMMERCIAL STRUCTURES
Legal Description	SE COR SW SEC 20 MAP 22
Tax District	08 GRAND TWP-UPPER SANDUSKY
School District	UPPER SANDUSKY
Township	GRAND TOWNSHIP
City	UNINCORPORATED
Neighborhood Code	1200
Legal Acres	12.918
Net Annual Tax	\$499.14
CAUV Application No.	

A property image is not available.

Current Valuation						
Appraised Land Value	Assessed Land Value	Appraised Improvements Value	Assessed Improvements Value	Appraised CAUV Value	Assessed CAUV Value	Taxable Value
\$32,170	\$11,260	\$2,310	\$809	\$0	\$0	\$12,068

Valuation History							
Tax Year	Acres	Appraised Land Value	Assessed Land Value	Appraised Building Value	Assessed Building Value	Homestead Land Value	Homestead Building Value
2015	12.918	\$29,490	\$10,320	\$2,310	\$810	\$0	\$0
2014	12.918	\$29,490	\$10,320	\$2,310	\$810	\$0	\$0
2013	12.918	\$29,490	\$10,320	\$2,310	\$810	\$0	\$0
2012	12.918	\$21,710	\$7,600	\$570	\$200	\$0	\$0
2011	12.918	\$21,710	\$7,600	\$570	\$200	\$0	\$0

Land									
Description	Acres/Frontage	Effective Frontage	Depth	Depth Factor	Actual Rate	Effective Rate	Extended Value	Influence Factor	Actual Value
No Land Information Available									

Agricultural Use						
Soil Code	Acreage	Symbol	Name	Land Use	Market Value	CAUV Value
817	1	CS	SECONDARY SITE		\$8,030	\$8,030
990	1.302	R&W	ROAD & WASTE		\$140	\$140
002	1.897	BOA	BLOUNT SILT LOAM 0-c	C	\$5,260	\$4,990
016	1.916	GWB	GLYNWOOD SILT LOAM c	C	\$5,310	\$2,990
202	1.324	BOA	BLOUNT SILT LOAM 0-p	P	\$2,930	\$3,480
216	2.528	GWB	GLYNWOOD SILT LOAM p	P	\$5,590	\$3,940
416	1.427	GWB	GLYNWOOD SILT LOAM w	W	\$2,370	\$800
430	1.524	NO	NOLIN SILT LOAM OF-w	W	\$2,530	\$2,520

Sales						
Sale Number	Sale Date	Price	Sale Type	Buyer	Valid Sale	Number of Properties
0001172	10/2/2001	\$35,000	WAR	MAR OIL COMPANY	YES	1
0000697	5/29/1997	\$12,000	WAR	MCKINNISS GORDON M & ROB	NO	1

Notes		
Note Type	Card	Notes
SALES NOTES	1	11/24/97 CO ENG ISSUED 9784 RUBINS RD 4/1/02 CAUV CANCEL & RCP 2002 TAXES PAYABLE 2003 DIDNT SIGN UP FOR CAUV RR 7/9/02 GRAVEL PARKING - PIPES NO N/C SITED LLM 5/28/03 CHG CLASS FM AGR TO COM PICKED EDS 6X14 & 6X18 EFFECTIVE FOR 1/1/03 PER VB

Property Tax						
	Prior	Int/Pen	First Half	Int/Pen	Second Half	Int/Pen
Real Estate	\$0.00	\$0.00				
Credit	\$0.00	\$0.00				
Special Assessments	\$0.00	\$0.00				
Credit	\$0.00	\$0.00				
Due				\$0.00		

Tax History						
Tax Year	2016	2015	2014	2013	2012	2011
Gross Charge	\$664.70	\$612.92	\$590.66	\$590.66	\$413.94	\$413.94
Reduction	(\$165.56)	(\$151.86)	(\$153.14)	(\$158.56)	(\$104.92)	(\$106.82)
Non-Business Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Owner-Occupancy Credit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Homestead Reduction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Penalties and Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Recoupment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Annual Tax	\$499.14	\$461.06	\$437.52	\$432.10	\$309.02	\$307.12
Delinquent Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delinquent Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Projects			
Project Number	Project Name	Amount	Year
No Project Information Available			

Residential	
Year Built/Condition	1950F
Number of Stories	
Split Level	
Total Living Area	0
Total Rooms	0
Total Bedrooms	0
Total Full Baths	0
Total Half Baths	0
Total Family Rooms	0

Residential Detail by Floor					
	Basement	First Floor	Partial Upper Floor	Full Upper Floor	Attic
Square Footage (Finished/Total)	0/0	0	0	0	0/0
Value	\$0	\$0	\$0	\$0	\$0
Plaster/Drywall					
Paneling					
Fiberboard					
Unfinished					
Frame/Wood Joist					
Fire-Resist					
Fire-Proof					
Hardwood					
Pine					
Carpet					
Concrete					
Tile/Linoleum					
Rooms	0	0	0	0	0
Bedrooms	0	0	0	0	0
Family Rooms	0	0	0	0	0
Formal Dining Rooms	0	0	0	0	0
Insulation					
Central Air					
Heat Pump					
Floor/Wall					
Central Heat					
Standard Plumbing	0	0	0	0	0
Extra 3-Fixture					
Extra 2-Fixture					
Extra Fixture					
Stacks					
Openings					

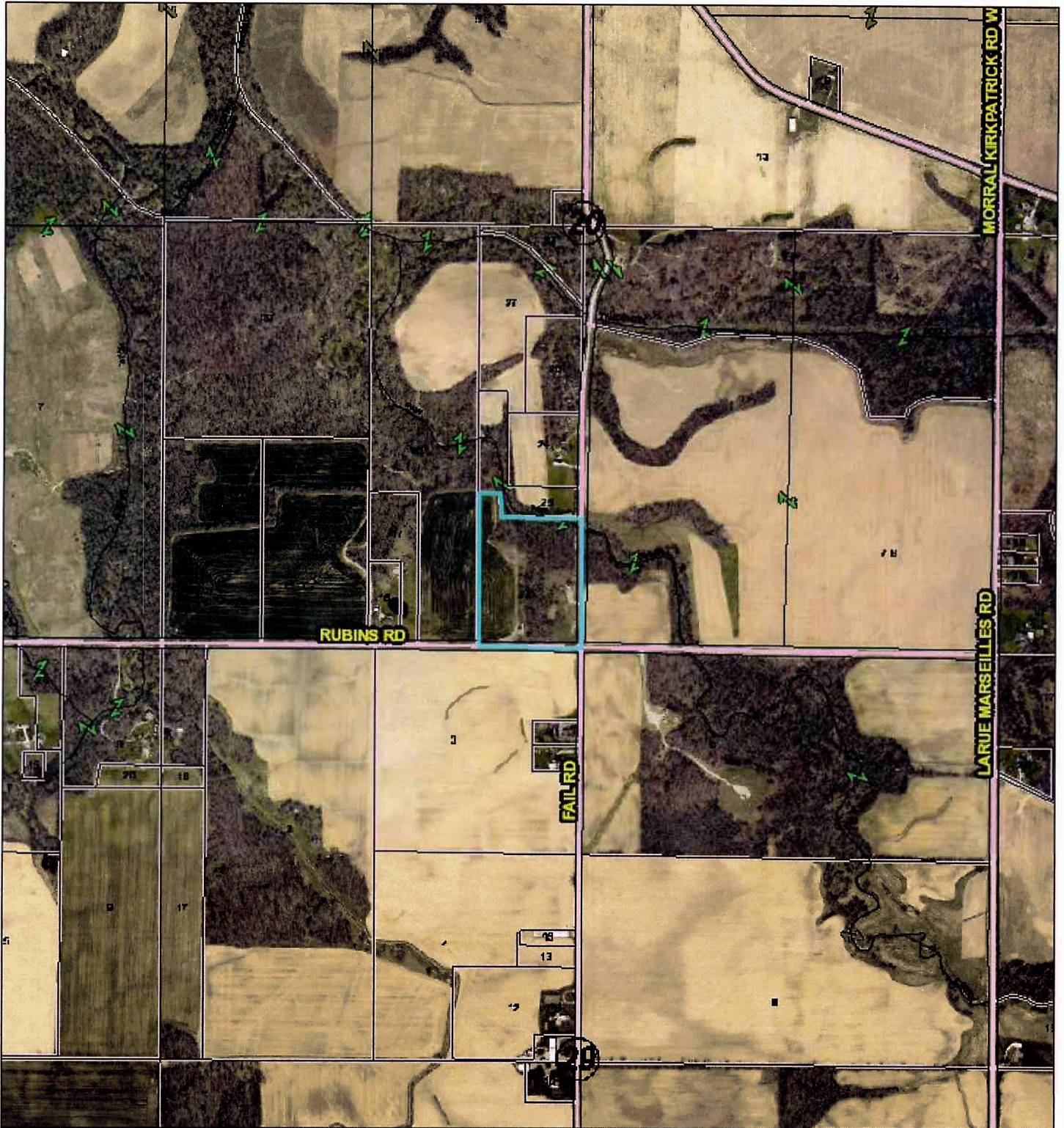
Improvements								
Building Type	SHB	Area	Rate	Grade	Year Built	Physical Depr	Functional Depr	Value
PUMPHOUSE	MTL 08X20	160	3000		1950F	80	0	\$960
PUMPHOUSE	MTL 08X28	224	3000		1950F	80	0	\$1,340

Sketch

Scale: 5ft

A 01

B 02



June 14, 2017

1:10,667

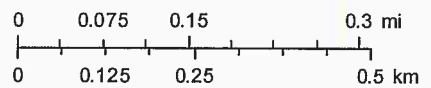
Linework

- Full Line
- - Dashed
- Boundaries
- City & Villages

Tie Marks

- ↕ Full Tie
- ↕ Half Tie
- Roads
- Red: Band_1

- Green: Band_2
- Blue: Band_3



2002-05488

Book 617 Page 783
 Mike Bunnell
 Marion County, Ohio
 Recorded 05/03/2002 at 11:38:55
 No: 2002-0005488 1 of 3 Pgs
 Fee Amt: 18.00
 JoAnne M. Schmidt, Recorder

OIL AND GAS LEASE

(PAID UP)

THIS AGREEMENT made and entered into this 30th day of April, 2002, by and between

MAR Oil Company, Suite #800, 445 Hutchinson Avenue, Columbus, Ohio 43235

Hereinafter called Lessor (whether one or more), and MAR OIL COMPANY, Suite #800, 445 Hutchinson Avenue, Columbus, Ohio 43235 hereinafter called Lessee, WITNESSETH:

1. Lessor, for and in consideration of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, and the covenants and agreements of the Lessee hereinafter contained does hereby grant, lease and let unto Lessee the land described below, including all interests Lessor may acquire by operation of law, reversion or otherwise, (herein called "said land"), exclusively, for the purposes of exploring by geophysical and other methods, drilling, mining, operating for and producing oil and/or gas, together with all rights privileges and easements useful or convenient in exploring for, drilling for, producing, treating, storing, caring for, transporting and removing production from said land or any other land adjacent thereto, including but not limited to rights to lay pipelines, build roads, establish and utilize facilities for disposition of water, brine or other fluids, and construct tanks, power and communication lines, pump and power stations, and other structures and facilities. Said land is in the County of Marion, State of OHIO, and is described as follows:

See Description of Rider Attached Hereto and Made a Part Hereof:

containing 12.918 acres, more or less, and including all lands and interests therein contiguous or appurtenant to the land specifically described above, and owned or claimed by Lessor, or to which Lessor has a preference right of acquisition, including but not limited to all riparian or submerged lands owned by Lessor along and/or underlying any rivers, lakes or other bodies of water, and all rights owned by Lessor underlying any alleys, streets, roads or highways. The term "oil" when used in this lease shall mean crude oil and other hydrocarbons in liquid form at the wellhead. The term "gas" when used in this lease shall mean natural gas, casinghead gas, or any other substance in a gaseous state at the wellhead.

2. It is agreed that this lease shall remain in force for a primary term of five (5) years from this date, and as long thereafter as operations are conducted upon said land with no cessation for more than 90 consecutive days, provided, however, that in no event shall this lease terminate if production of oil and/or gas from a well located on said land, or on lands pooled therewith, has not permanently ceased. If operations commenced during the primary term are discontinued less than 90 days before the end of the term, this lease shall not terminate at the end of the primary term if operations are again conducted within 90 days after the discontinuance. Whenever used in this lease the word "operations" shall refer to any of the following activities: preparing location for drilling, drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil and/or gas, and production of oil and/or gas whether or not in paying quantities.

3. Lessee covenants and agrees to pay the following royalties: A. To deliver to the credit of the Lessor into tank reservoirs or into the pipeline to which Lessee may connect its wells, one-eighth of the oil produced and saved from said land, Lessor's interest to bear one-eighth of the cost of treating oil to render it marketable pipeline oil, or from time to time, at the option of Lessee, Lessee may sell the oil produced and saved from said land and pay Lessor one-eighth of the net amount realized by Lessee, computed at the wellhead, whether the point of sale is on or off said land. B. To pay Lessor on gas produced from said land (1) when sold by Lessee, whether the point of sale is on or off said land, one-eighth of the net amount realized by Lessee, computed at the wellhead, or (2) when used by Lessee, for purposes other than those specified in Paragraph numbered 7 of this lease, the market value, at the wellhead, of one-eighth of said gas. Prior to payment of royalty, Lessor shall execute a Division Order setting forth his interest in production. Lessee may pay all taxes and privilege fees levied upon Lessor's royalty share of production of oil and gas, and deduct the amount so paid from any monies payable to Lessor hereunder.

4. If any well, capable of producing oil and/or gas, located on said land, or on lands pooled or communitized with all or part of said land, is at any time shut-in and production therefrom is not sold or used off the premises, nevertheless such shut-in well shall be considered a well producing oil and/or gas and this lease will continue in force while such well is shut-in, whether before or after expiration of the primary term. Lessee shall use reasonable diligence to market oil and/or gas capable of being produced from such shut-in well, but shall be under no obligation to reinject or recycle gas, or to market such oil and/or gas under terms, conditions, or circumstances which in Lessee's judgment are uneconomic or otherwise unsatisfactory. For each well shut-in on said land, or on lands pooled or communitized with all or part of said land, within 60 days after expiration of each period of one year in length (annual period) during which such well is shut-in, Lessee shall be obligated to pay or tender, as royalty, to Lessor, or to Lessor's credit in the U.S. Mail—direct to the Lessor at the above address or its successors, as Lessor's agent, which shall continue as the depository regardless of changes in ownership of royalties, shut-in royalties or other money, the sum of \$1.00 multiplied by the number of acres subject to this lease, provided, however, that if production from said well or wells is sold or used off the premises before the end of any such period, or, if at the end of any such annual period this lease is being maintained in force and effect other than by reason of such shut-in well, Lessee shall not be obligated to pay or tender said sum of money for that annual period for any shut-in well on said land. This shut-in royalty payment may be made in currency, draft or check, at the option of Lessee, and the depositing of such payment in any post office, with sufficient postage and properly addressed to Lessor, or said bank, within 60 days after expiration of the annual period shall be deemed sufficient payment as herein provided.

5. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall give written notice to Lessee, setting out specifically in what respects Lessee has breached this contract. Lessee shall have 60 days from receipt of such notice to commence and thereafter pursue with reasonable diligence such action as may be necessary or proper to satisfy such obligation of Lessee, if any, with respect to Lessor's notice. Neither the service of said notice nor the doing of any acts by Lessee intended to satisfy any of the alleged obligations shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. No judicial action may be commenced by Lessor for forfeiture of this lease or for damages until after said 60 day period. Lessee shall be given a reasonable opportunity after judicial ascertainment to prevent forfeiture by discharging its express or implied obligation as established by the court. If this lease is canceled for any cause, it shall, nevertheless, remain in force and effects as to (1) sufficient acreage around each well as to which there are operations, so as to constitute a drilling or maximum allowable unit under applicable government regulations, such acreage to be designated by Lessee in such shape as then existing spacing rules permit; and (2) any part of said land included in a pooled unit on which there are operations, Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

6. If this lease covers less than the entire undivided interest in the oil and gas in said land (whether Lessor's interest is herein specified or not), then the royalties as provided above shall be paid to Lessor only in the proportion which the interest in oil and gas covered by this lease bears to the entire undivided interest therein.

7. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operations hereunder, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said land without written consent of Lessor. Lessee will give Lessor at least 48 hours notice prior to entering said lands. Lessee and Lessee's contractors shall conduct operations in a diligent and workmanlike manner according to industry standards. Lessee will be responsible for any damages incurred to Lessor's property or to any second parties property on Lessor's lands as a result of operations conducted by Lessee or Lessee's contractors. Lessee will compensate Lessor for any crop damage or loss and restore to it's original condition within reason any damage to the surface of said lands as a result of the Lessee's operations including laneways, buildings and drainage tiles. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing and any other downhole equipment and fixtures.

8. All present and future rules, regulations, and orders of any government agency pertaining to well spacing, drilling or production units, use of material and equipment, or otherwise, shall be binding on the parties hereto with like effect as though incorporated herein at length, provided, however, that no such rule or regulation shall prevent lessee from declaring or pooling an oil and/or gas development unit or units under the provisions of Paragraph numbered 9 hereof, larger than the well spacing, drilling or production unit prescribed or permitted by such rule or regulation.

9. Lessee is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said premises in compliance with the spacing rules of any lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein bears to the total acreage so pooled in the particular unit involved. The term "royalty" as used in this paragraph shall also include any overriding royalties and payments out of production to which the lease may be subject.

10. If Lessee is prevented from, or delayed in commencing, continuing, or resuming operations, or complying with its express or implied obligations hereunder by circumstances not reasonably within Lessee's control, this lease shall not terminate and Lessee shall not be liable in damages so long as said circumstances continue (the "period of suspension").

11. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants and provisions of this lease shall extend to such party's heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of royalties or other monies, or any part thereof, shall be binding on Lessee until 45 days after Lessee has received written notice of such change and has been furnished with a true copy of the written transfer or assignment thereof.

12. Lessor hereby warrants and agrees to defend the title to said land, and agrees that Lessee may at any time pay all or part of any land contract, mortgage, taxes, or other liens or charges with respect to said land, either before or after maturity, and be subrogated to the rights of the holder thereof, and may reimburse itself by applying to such payments any royalty accruing hereunder.

13. Lessee may at any time surrender this lease as to all or any part of said land, by delivering or mailing a release to Lessor if the lease is not recorded, or by placing a release of record in the proper county if the lease is recorded. If this lease is surrendered only as to part of said land, any shut-in royalties which may thereafter be payable hereunder shall be reduced proportionately.

14. All written notices permitted or required by this lease to be given Lessor and Lessee herein shall be at their respective addresses listed hereinabove, shall be by certified United States mail, and shall identify this lease by date, parties, description and recording data; provided that either party may change such notice address by giving written notice to the other party specifying the new address.

15. If at any time this lease is in effect, Lessor shall receive a bona fide offer which Lessor is willing to accept from any party offering to lease from Lessor any or all of the oil and/or gas interest or to purchase mineral rights unassociated with surface ownership covered by this lease, Lessor hereby agrees to immediately notify Lessee in writing of said offer, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer.

16. It is agreed that the Lessee shall have the right to store gas and recover same in any stratum underlying the premises. Old wells may be reopened and new wells drilled for said storage purposes. As full consideration for these rights, Lessee shall pay to Lessor an annual rental of Five Hundred Dollars (\$500.00) per well per year commencing with the date storage operations start and continuing for as long thereafter as said storage operations are utilized.

17. The undersigned Lessors, for themselves and their heirs, successors, and assigns, hereby surrender, release and waive all right of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

18. In the event one or more of the provisions in this lease shall be held invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not be affected or prejudiced thereby.

19. Lessor hereby grants unto Lessee its successors and assigns, an option to extend the five (5) year primary term of this Oil and Gas Lease for an additional period of five (5) years upon the same terms and conditions as herein above, set out and agreed upon. Such option shall be exercised by Lessee by paying or tendering to Lessor, prior to the expiration of the fifth (5th) year of the primary term an amount equal to the same amount payable in the primary term covered by this Oil and Gas Lease, which amount shall cover and include the paid-up rental payments for the additional option years of the primary term of said Oil and Gas Lease as extended hereunder.

Executed as of the day and year first above written.

WITNESSES:

Wayne R. Toole
Wayne R. Toole
PRESIDENT & CEO

PROVINCE OF _____ S.S.

(Individual Acknowledgement)

COUNTY OF _____

The foregoing Instrument was acknowledged before me this _____ day of _____, 2002, by

My Commission Expires: _____

Notary Public

Notary in _____ County, _____

Acting in _____ County, _____

PROVINCE OF _____ S.S.

(Corporate Acknowledgement)

COUNTY OF _____

The foregoing Instrument was acknowledged before me this 2nd day of May, 2002, by

Wayne R. Toole

the President and CEO

of MAR Oil Company

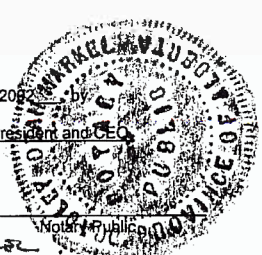
My Commission Expires: _____
Being a Solicitor.

Brad D. Maninger
BRAD D. MANINGER

Notary Public

Notary in the Province of Alberta, Canada

Acting in _____ County, _____



Prepared by Myron Korpan of MAR Oil Company

DESCRIPTION RIDER

UNOFFICIAL

Situated in Part of the Southwest quarter of Section 20, Township 4 South, Range 13 East, Grand Township, Marion County, State of Ohio; Being part of a tract now or formerly owned by M. Myles (O.R. 228 Pg. 740); and being more particularly described as follows:

Beginning at a large survey nail set over an existing iron pipe at the intersection of the centerline of Township Road 24 (also being the North-South Half Section Line of Section 20) with the Centerline of Township Road 21 (also being the South Line of Section 20); thence along said centerline of Township Road 21 N. 89 degrees 00 minutes 00 seconds W (for basis of bearing, see Official Record 335 pg. 819, Marion County Recorder's Office) for a distance of 656.25 feet to a small spike set; thence N. 0 degrees 33 minutes 45 seconds E for a distance of 974.96 feet to a 5/8" dia. iron pin set (passing over a 5/8" dia. iron pin set at 30.00 feet); thence S. 89 degrees 00 minutes 00 seconds E for a distance of 136.00 feet to a 5/8" dia. iron pin set; thence S 4 degrees 00 minutes 45 seconds E for a distance of 150.53 feet to a 5/8" dia. iron pin set; thence S. 89 degrees 00 minutes 00 seconds E for a distance of 508.25 feet to a small spike set on the centerline of Township Road 24; thence along said centerline S. 0 degrees 33 minutes 45 seconds W for a distance of 825.00 feet to a large survey nail set over an existing iron pipe on the centerline of Township Road 21 and the point of beginning.

Grand Twp.
sec. 20
#22
(12.918 A.)

Containing 12.918 acres more or less and being subject to legal highways, easements, restrictions and agreements of record. This description prepared from a survey performed by Thomas L. Boblenz, Registered Surveyor 5719, and dated March 11, 1997. All 5/8" dia. iron pins set have a plastic identity cap with the following caption, "TLB & Associates."

Reference: Volume 356, Page 568, Marion County Official Records.

COPY

MARION County Recording Page



MARION COUNTY RECORDER
Mary Jo Osmun
222 West Center Street
Marion, Oh 43302
(740) 223-4100

File Number : **2011-00003884**

Book : **1179** Page : **454**



Doc ID - 002289030002

On (Recorded Date) : 7/14/2011
At (Recorded Time) : 11:57:44 AM

Recording Pages : 2
Recording Fee : \$52.00
(Fee Excludes Cover Page)

Includes \$20.00 non-standard fee

Please keep this Cover Page with the Original Document
Use this Book and Page number for all future references

Index Type : OFFICIAL RECORDS
Type of Instrument : OIL&GAS LEASE
Type of Transaction: Oil & Gas Leases

First INDEXED NAME

MAR OIL COMPANY

First OTHER NAME

MAR OIL COMPANY

Received From :
JESSICA BUXTON
16952 TWP HWY 58
UPPER SANDUSKY, OH 43351

Return To :
JESSICA BUXTON
16952 TWP HWY 58
UPPER SANDUSKY, OH 43351

The attached document including this Cover Page was recorded in the County Recorder's office of
MARION County, Ohio

Printed On : Thursday, July 14, 2011 11:58 am

RATIFICATION OF DECLARATION OF POOLING

For the purpose of this Ratification of Declaration of Pooling, reference is made to the Leases described as follows:

Lease: ✓ Oil and Gas Lease dated April 30, 2002
Lessee: ✓ MAR Oil Company
Lessors: ✓ MAR Oil Company
Location of Leasehold: Twp 4S, Rge 13E, Sec 20, Grand Twp., Marion County

The undersigned does hereby amend and grant unto the Lessee the authority to form pooled Units containing a maximum of 1,000 acres for a pooled unit established for one or more oil and gas wells. This pooling Provision Allows the Lessee to form the Declaration of Pooling oil units of greater size than originally provided for in the Lease, or any amendments to the Lease.

Now in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned do hereby ratify, adopt, and confirm that said Leases are contained within the pooled unit. Declared at Volume 617, Page 783, of the Marion County Records. Said unit shall be used for the purpose of, drilling for and producing oil and/or gas and associated hydrocarbons, liquids and gases and their respective constituent products; injecting gas, waters, other fluids and air into subsurface strata: for production and pressure maintenance, from within the pooled unit.



JESSICA BUXTON
Notary Public, State of Ohio
My Commission Expires 9-19-15

Wayne R. Toole
MAR Oil Company
Wayne R Toole

ACKNOWLEDGEMENT FOR INDIVIDUAL

County of Wyandot

Before me, Jessica Buxton Notary Public, for The State of Ohio, personally appeared the above named MAR Oil Company* who acknowledged to me that he signed the foregoing instrument and the signing was a free and voluntary act for the uses and purposes therein set forth.
*Wayne R. Toole

Given under my hand and Seal, this 30 day of June, 2011.

Notary Public State of Ohio
My Commission Expires: September 19, 2015
Recorded in Wyandot

Jessica Buxton Notary Public
Jessica Buxton

This instrument Prepared by MAR Oil Company,



Irrevocable Letter of Instruction Re: Down Payment

I have purchased the real estate located at 9784 Rubins Road, LaRue, Ohio 43332
under the terms and conditions of the attached Contract to Purchase at Public Auction dated
July 6, 2017.

As part of this transaction I am to make a down payment of money to "Ohio Real Estate Auctions" who will then transfer that money to Ohio Real Estate Auctions which will hold the money until it is time for closing.

I understand that the funds I have provided to Ohio Real Estate Auctions are to be used as part of the purchase price. However, in the event I do not close on this property, I irrevocably instruct Ohio Real Estate Auctions to disburse my down payment as required under paragraph 2 of the contract; see below.

Paragraph 2 states:

A non-refundable (except in the case of a non-marketable title) down payment of TBD to apply toward Purchase Price and to be deposited by Broker, upon acceptance of this offer, in a non-interest bearing trust account pending closing. In the event this Contract to Purchase does not close for any reason than as agreed, Purchaser agrees that the down payment shall be disbursed by Broker 5 days from closing date unless Broker is previously notified in writing by purchaser that litigation has been filed with a court of competent jurisdiction. A copy of the filing must be attached.

Pursuant to paragraph 2, upon written instructions from the Broker and the authority granted in this Irrevocable Letter of Instruction I authorize and approve Ohio Real Estate Auctions, to follow the instructions from the Broker as to the distribution of my down payment.

Further, I agree to hold Ohio Real Estate Auctions harmless for any such expenditures to any individuals or entities.

I have reviewed the Contract to Purchase at Public Auction dated July 6, 2017, and this Irrevocable Letter of Instruction:

1. I understand the terms and conditions of both documents.
2. I am voluntarily entering these agreements.
3. I realize that this authorization could result in none of my down payment being returned to me.

Dated: July 6, 2017
