

Lee Roy Wymer, and
Ralph Wymer
TO
COLUMBUS AND SOUTHERN
OHIO ELECTRIC COMPANY

EASEMENT

EASEMENT FOR POLE LINE ALONG

Name Lee Roy Wymer and
Address Ralph Wymer
Line Floodwood - Big Walnut
Township Berne
County Fairfield
Date May 6, 1941

In consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the Grantor: Lee Roy Wymer and Ralph W. Wymer, both unmarried, do hereby grant unto Columbus and Southern Ohio Electric Company, its successors, assigns, lessees and licensees (hereinafter called the Company), so long as the same may be used for the purposes herein contemplated, the right and easement to construct, reconstruct, repair, replace, remove, operate and maintain a pole line for the transmission and distribution of electric energy, together with () and (), to guy and support said pole line, and for the attachment and carrying of the wires and cables of other companies using electric energy in the conduct of their business, over, across, through and/or upon the property and/or the highway, crossing the property which they own, or in which they have an interest, situated in R. 18, T. 13, in the Township of Berne, County of Fairfield and State of Ohio, and known as 79.25 acres, more or less, as the same is more particularly described in a deed dated April 11, 1941 from Richard Stevens, et ux. Ralph W. Wymer to Lee Roy & Ralph W. Wymer and recorded in Deed Book 201, Page 220, Record of Deeds in Recorder's Office, Fairfield County, Ohio.

Said lines shall be constructed according to the following course: in a northwesterly direction from the lands of A. C. Dille to the lands of R. L. Hufford

If at any time the company is required by the State Highway Department or any other governmental authority having control over said highway to relocate any or all of the poles of said pole line, then the company may and is hereby granted the right to relocate said pole or poles within the limits of the highway as it now exists or may hereafter exist.
Said easement includes the right to trim any trees which may hereafter interfere with the construction, reconstruction, operation, and/or maintenance of said pole line, and to trim, as mutually agreed, any trees that now interfere with the construction or reconstruction of said pole line.
The Company hereby agrees to pay for damages to the stock, crops, fences or structures of the grantor, done by the Company or its employees while engaged in the construction or maintenance of said transmission line.
The Company shall have the right of ingress to and egress from the site occupied or to be occupied by said pole line, guy poles and/or anchors, and the right to do any and all things necessary, proper or incidental to the successful operation, and maintenance thereof. It is especially provided, however, that the poles supporting said line shall be so located as not to interfere with the undersigned's ingress to and egress from said property.

WITNESS OUR hands this 6 day of May, 1941.

Signed and acknowledged
in the presence of:

P. H. Druggan
Roy C. Schultz

Lee Roy Wymer
Ralph W. Wymer

STATE OF OHIO, Fairfield County, ss:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Lee Roy Wymer and Ralph W. Wymer who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 8 day of May, 1941.
Approved as to Form N. P. Seal
R E W Roy C. Schultz, Notary Public Roy C. Schultz, Notary Public
My Commission Expires May 27, 1942 Notary Public, in and for Fairfield County, Ohio

STATE OF OHIO, Fairfield County, ss:

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 1941.

Received for record, June 20th 1941, at 2:11 P.
Recorded. June 20th 1941.

Transfer not necessary. By Auditor.

June 20 1941.

Notary Public in and for Fairfield County, Ohio.
Attest: [Signature] R.F.C.

FILE NO: 17902

FEE: \$1.45

Form LE-189

Location Number _____

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Russell and Mabel Hurst for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto South-Central Rural Electric Cooperative, Inc., a corporation, whose postoffice address is Box 425, Lancaster, Ohio, and to its successors or assigns the right to enter upon the lands of the undersigned, situated in the county of Fairfield, State of Ohio, and more particularly described as follows: 71 acres being the east half of the South west quarter of Section No. 12 Township 13 and Range 18 containing 71 acres more or less, and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways, abutting said lands, an electric transmission or distribution line of system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

The Rushville Bank Co

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 25th day of March, 1952.

Russell Hurst (L.S.)
Mabel Hurst (L.S.)

Signed, sealed and delivered in the presence of:

Russell J. Brown
Judson McCullough
(Acknowledgements)

STATE OF OHIO {
Fairfield COUNTY { ss.

Be it remembered, that on this 25th day of March, 1952, personally appeared before me, the undersigned, a Notary Public in and for said County, the above named Russell and Mabel Hurst grantors in the foregoing grant, and acknowledged the execution thereof to be their voluntary act and deed.

IN TESTIMONY WHEREOF: I have hereunto signed my name and affixed my official seal the day and year last mentioned above.

Notary Public Judson McCullough, Fairfield County, Ohio.
My Commission Expires 1-9-1954.

N.P. Seal-Judson McCullough

RECEIVED FOR RECORD: FEBRUARY 19, 1953.
AT: 11:40 O'Clock A.M.
RECORDED: FEBRUARY 19, 1953.

ATTEST: *Chas. C. Cloud* R.F.C.

RECEIVED IN FAIRFIELD COUNTY, OHIO
AUG 27 1968
RECORDED
RECORD DEED BOOK 368 PAGE 547

10361

TRANSMISSION

EASEMENT NO.

41010

AUG 27 1968

RIGHT OF WAY AND EASEMENT

Ray M. Zellinger

RECORDER - FAIRFIELD COUNTY
LANCASTER, OHIO 43085

William B. McBride and M. Josephine McBride, his wife

(Hereinafter called "Grantor(s)") in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable consideration received from COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY (hereinafter sometimes called "Grantee") does hereby grant and convey unto the said COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY, its successors, assigns, lessees and licensees, so long as the same may be used as herein contemplated, a right of way and easement for lines for the transmission and/or distribution of electric energy for any and all purposes for which electric energy is now, or may hereafter be used, together with the right to construct, either underground or overhead, all towers, poles, structures, and appurtenant wires, cables, conduits, manholes, anchors, grounding systems, counterpoises, communication circuits, equipment and all other apparatus and fixtures necessary, convenient or incidental to the use of said right of way and easement and add to the number of wires, conduits, cables, anchors or other incidental equipment; and the right to construct, reconstruct, erect, operate, repair, maintain, use, relocate, enlarge, extend, remove and replace said facilities, and for the attachment and carrying of the wires and cables of other companies using electric energy in the conduct of their business, subject to conditions hereafter contained, in, upon, over, under and through the following premises situated in R. 18, T. 13, Sec. 12, Survey _____ in the township of Berne, County of Fairfield, and State of Ohio, and known as 72.50 acres, more or less, as the same is more particularly described in the deed dated 6-3-53 from Harry Z. Cook, Sr. to William B. McBride & M. Josephine McBride and recorded in Deed Book 248, Page 393, Record of Deeds in Recorder's Office, Fairfield County, Ohio.

THIS EASEMENT CANCELS AND SUPERSEDES EASEMENT NUMBER 8042 DATED MAY 6, 1941 AND RECORDED IN VOLUME 200, PAGE 32, RECORD OF DEEDS, RECORDER'S OFFICE, FAIRFIELD COUNTY, OHIO.

Said electric transmission and/or distribution lines shall be located on said premises within a strip of land 100 feet in width, the centerline of which strip of land shall be along the following course:

Beginning at a point in the grantors east property line, said point being 292'± north of the grantors southeast corner; thence North 47° 30' West 1046'± to point "A"; thence from point "A" North 36° 07' West 938'± to a point in the grantors west property line, said point being 566'± north of the centerline of Fire Tower Road. Said point "A" to have one 56' guy and anchor and one 62' guy and anchor running in a southwesterly direction.

Said Grantor(s) and Grantee further agree, each with the other, as follows:

1. That, if at any time the Grantee is required by the State Highway Department or any other governmental authority having control over highways to relocate said transmission and/or distribution line or any towers, poles, structures or above-mentioned appurtenances, then the Grantee may and is hereby granted the right to relocate said transmission and/or distribution line or any towers, poles, structures or above-mentioned appurtenances within the limits of the existing highway or any highway established hereafter.

Transfer not necessary

8-27-68

PA Mook to land

D. D. D. D. D. D.

VOL 368 PAGE 547

2. That said Grantee, its successors and assigns, by its employees and agents, shall have the right of ingress to and egress from said right of way and easement over property belonging to the Grantor(s) their heirs, successors or assigns.

3. That said right of way and easement includes the right to cut, trim and remove or otherwise control such trees, shrubbery, undergrowth or overhanging branches or other obstructions, within the limits of the right of way and easement.

4. That Grantor(s) shall not erect or construct any buildings or other structures, in excess of 15 feet in height or within 30 feet of the centerline of said right of way, or drill or operate a well, or maintain any pile or debris, within the right of way or easement herein granted, or interfere in any way with the lateral support of the towers, poles or other structures placed by said Grantee on said right of way or easement. However, Grantor(s) shall have the right to use said right of way and easement for purposes not inconsistent with the Grantee's full enjoyment of the rights hereby granted.

5. That Grantee hereby agrees to pay to Grantor(s) their heirs and assigns, as the case may be, for damages to the stock, growing crops, fences, or structures of the Grantor(s) done by the Company or its employees while engaged in the construction or maintenance of said transmission and/or distribution lines.

6. That the Grantor(s), for themselves and their heirs, executors, administrators and assigns, covenant(s) with said Grantee, its successors and assigns, lessees and licensees, that they are the true and lawful owner(s) of said premises and have full power to convey the rights hereby conveyed and that they do warrant and will defend the same against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor(s) have hereunto subscribed their name(s) this 26th day of August, 19 68.

Signed and acknowledged
in the presence of:

Grantor(s)

Ralph W. Carey
Ralph W. Carey
M. C. Ballentine
M. C. Ballentine

William B. McBride
William B. McBride
M. Josephine McBride
M. Josephine McBride

STATE OF Ohio, Franklin COUNTY, SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named William B. McBride and M. Josephine McBride, his wife

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 26th day of August, 19 68.

RALPH W. CAREY
NOTARY PUBLIC, FRANKLIN, FAIRFIELD,
LICKING, DELAWARE, MADISON & PICKAWAY
MY COMMISSION EXPIRES FEB. 18, 1973

Ralph W. Carey Notary Public
in and for Franklin County, Ohio

Commission expires _____ day of _____, 19 ____.

THIS INSTRUMENT WAS PREPARED BY COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY

OHIO

SUBSURFACE EASEMENT FOR UNDERGROUND GAS STORAGE

This Agreement, made the 18 day of January, 19 94, between
Women's Division of Christian Service of the Board of Missions and Church
Extension of the Methodist Church, now known as the Women's Division of the
General Board of Global Ministries of the United Methodist Church

475 Riverside Drive, New York, NY 10115

(hereafter "Landowner"), and Columbia Gas Transmission Corporation, a corporation (hereafter "Columbia"),

WITNESSETH

GRANT. In consideration of the premises, Landowner grants to Columbia the exclusive and permanent easement, insofar as Landowner has the right to do so, to utilize the premises described in the DESCRIPTION clause for underground gas storage in the Storage Zone defined in the STORAGE ZONE clause, by injecting, holding in storage, and withdrawing gas, regardless of the source thereof, by pumping or otherwise, through wells operated on other lands in the same gas storage field, and protecting gas stored in the gas storage field of which the premises are a part. The phrase "gas storage field" is defined for the purposes of this Agreement to include not only the area of the reservoir in which gas is stored, but also the protective area designated by Columbia around the storage reservoir according to applicable laws or regulations or according to Columbia's general practices relating to underground gas storage.

DESCRIPTION OF PREMISES. The premises are Landowner's lands in Lot No. _____
 Tract No. _____, Section No. 12, _____ Township,
Fairfield County, Ohio, in Or. Twp. No. _____, Township No. 13
 Range No. 18, which lands are bounded and described as follows:
 On the North by lands of Southside Settlement House Foundation--Brown--Hurst
 On the East by lands of Berne/Marion Township Line
 On the South by lands of Berne/Good Hope Township Line
 On the West by lands of Kellenbarger--Wagoner--Southside Settlement House, and
 containing 121 acres, more or less.
 Tax Parcel Identification No. 004-02550-00
 Landowner's prior instrument reference: Volume 247 at page 344.

STORAGE ZONE. The Storage Zone is defined for the purposes of this Agreement as that subsurface interval lying between
The top of the Packer Shell of lower Silurian Age to 50 feet below the
top of the Queenston Shale of Upper Ordovician Age, which interval
includes what is sometimes known or generally described as the
"Clinton" sandstone.

RESERVATION OF SURFACE: Landowner excepts and reserves all surface rights, and does not by these presents grants to Columbia any right whatsoever to use the surface of the premises in any way.

EXPLORATION AND DEVELOPMENT OF OTHER FORMATIONS. (1) PROTECTION OF THE STORAGE ZONE: Subsequent exploration and development of oil and gas formations above or below the Storage Zone as defined in the STORAGE ZONE clause shall be subservient to Columbia's rights under this Agreement.

Landowner covenants, for Landowner and those holding under Landowner, not to commit any act which would endanger any person or property, including persons or property involved in the subsequent exploration and development, or which would result in the escape or removal of gas from the Storage Zone, and also covenants to give full protection to Columbia's rights hereunder in future leases and other transactions respecting the land subject to this Agreement.

(2) NOTICE TO COLUMBIA: Columbia shall be given notice of every application for a permit to drill or to perform any other work for which a permit is required involving a well on the land subject to this Agreement to explore or develop formations above or below the Storage Zone. The notice shall be given to Columbia by the applicant for the permit, by mailing to Columbia a copy of the permit application addressed to Storage Department, Columbia Gas Trans-

mission Corporation, P.O. Box 1273, Charleston, West Virginia 25325-1273, by certified or registered mail, at least 15 days before the operator of the well proposes to commence the drilling or other work.

(3) **LIMITATION OF LANDOWNER'S LIABILITY:** Landowner shall not be liable for any breach of covenant under this EXPLORATION AND DEVELOPMENT clause by any person holding under Landowner.

(4) **INVIOABILITY OF THE STORAGE ZONE:** Nothing in this EXPLORATION AND DEVELOPMENT clause or elsewhere in this Agreement shall be construed to entitle Landowner to explore for, develop, or produce oil and gas from the Storage Zone.

PRIOR LEASE. As between Landowner and Columbia, this Agreement replaces that certain oil and gas lease and all extensions and modifications thereto, between _____ as Landowner and _____ as Lessee, dated _____, 19_____, of record in the Office of the County Recorder of _____ County, Ohio, in _____ Book _____ at page _____.

ENTIRE CONTRACT. The entire agreement between Landowner and Columbia is embodied herein. No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Agreement.

SUCCESSORS. All rights and duties under this Agreement benefit and bind Landowner and Columbia and their heirs, successors, and assigns.

WITNESS the following signature(s) this 18th day of January, 19 94.

Signed and acknowledged in the presence of:

LANDOWNER:
Women's Division of the General Board of
Global Ministries of the United Methodist
Church

Betty J. Edwards, Controller

48195

RECEIVED IN FAIRFIELD
COUNTY, OHIO
AT 8:00 O'CLOCK P.M.
RECORDED APR 24 1994
RECORD BOOK VOL 624 PAGE 53

18' APR 25 1994 *Ray*
Gene Wood
RECORDER, FAIRFIELD COUNTY, OHIO

Instrument prepared by H. L. Snyder, Attorney, Box 1273, Charleston, West Virginia 25325

STATE OF OHIO, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
19 _____ by _____

My commission expires _____, 19 _____.

Notary Public

STATE OF New York, COUNTY OF New York

The foregoing instrument was acknowledged before me this 18th day of January
19 94 by Betty J. Edwards, Comptroller

My commission expires _____, 19 _____
ANASTACIA E. NIEVES
Notary Public, State of New York
No. 41-4600857
Qualified in Queens County
Certificate filed in New York County
Commission Expires Dec. 28, 1995

Notary Public

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
19 _____ by _____

My commission expires _____, 19 _____.

Notary Public

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
19 _____ by _____

My commission expires _____, 19 _____.

Notary Public

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
19 _____ by _____, a _____, of _____

My commission expires _____, 19 _____, corporation, on behalf of the corporation.

Notary Public

**TRANSFER
NOT NECESSARY**

APR 25 1994

James P. Reid
County Auditor, Fairfield County, Ohio

FORM 2272-LL4 CSD

OHIO

SUBSURFACE EASEMENT FOR UNDERGROUND GAS STORAGE

This Agreement, made the 12 day of January, 1994, between
Southside Settlement House Foundation by Wiley E. Bates, President

310 Innis Avenue, Columbus, OH 43207

(hereafter "Landowner"), and Columbia Gas Transmission Corporation, a corporation (hereafter "Columbia"),

WITNESSETH

GRANT. In consideration of the premises, Landowner grants to Columbia the exclusive and permanent easement, insofar as Landowner has the right to do so, to utilize the premises described in the DESCRIPTION clause for underground gas storage in the Storage Zone defined in the STORAGE ZONE clause, by injecting, holding in storage, and withdrawing gas, regardless of the source thereof, by pumping or otherwise, through wells operated on other lands in the same gas storage field, and protecting gas stored in the gas storage field of which the premises are a part. The phrase "gas storage field" is defined for the purposes of this Agreement to include not only the area of the reservoir in which gas is stored, but also the protective area designated by Columbia around the storage reservoir according to applicable laws or regulations or according to Columbia's general practices relating to underground gas storage.

DESCRIPTION OF PREMISES. The premises are Landowner's lands in Lot No. _____,
Tract No. _____, Section No. 12, Berne Township,
Fairfield County, Ohio, in Qr. Twp. No. _____, Township No. 13,
Range No. 18, which lands are bounded and described as follows:
On the North by lands of H. & P. Brown,
On the East by lands of Women's Division of Christian Service,
On the South by lands of Women's Division of Christian Service,
On the West by lands of D. & G. Wagoner--Dupler Road, and
containing 44.39 acres, more or less.
Tax Parcel Identification No. 004-01361-00 (37.89 a) 004-01392-00 (6.5 a)
Landowner's prior instrument reference: Volume 399 at page 248 Vol. 603, Pg. 661

STORAGE ZONE. The Storage Zone is defined for the purposes of this Agreement as that subsurface interval lying between
The top of the Packer Shell of lower Silurian Age to 50 feet below the
top of the Queenston Shale of Upper Ordovician Age, which interval
includes what is sometimes known or generally described as the
"Clinton" sandstone.

RESERVATION OF SURFACE: Landowner excepts and reserves all surface rights, and does not by these presents grants to Columbia any right whatsoever to use the surface of the premises in any way.

EXPLORATION AND DEVELOPMENT OF OTHER FORMATIONS. (1) PROTECTION OF THE STORAGE ZONE: Subsequent exploration and development of oil and gas formations above or below the Storage Zone as defined in the STORAGE ZONE clause shall be subservient to Columbia's rights under this Agreement.

Landowner covenants, for Landowner and those holding under Landowner, not to commit any act which would endanger any person or property, including persons or property involved in the subsequent exploration and development, or which would result in the escape or removal of gas from the Storage Zone, and also covenants to give full protection to Columbia's rights hereunder in future leases and other transactions respecting the land subject to this Agreement.

(2) NOTICE TO COLUMBIA: Columbia shall be given notice of every application for a permit to drill or to perform any other work for which a permit is required involving a well on the land subject to this Agreement to explore or develop formations above or below the Storage Zone. The notice shall be given to Columbia by the applicant for the permit, by mailing to Columbia a copy of the permit application addressed to Storage Department, Columbia Gas Trans-

mission Corporation, P.O. Box 1273, Charleston, West Virginia 25325-1273, by certified or registered mail, at least 15 days before the operator of the well proposes to commence the drilling or other work.

(3) **LIMITATION OF LANDOWNER'S LIABILITY:** Landowner shall not be liable for any breach of covenant under this EXPLORATION AND DEVELOPMENT clause by any person holding under Landowner.

(4) **INVIOABILITY OF THE STORAGE ZONE:** Nothing in this EXPLORATION AND DEVELOPMENT clause or elsewhere in this Agreement shall be construed to entitle Landowner to explore for, develop, or produce oil and gas from the Storage Zone.

PRIOR LEASE. As between Landowner and Columbia, this Agreement replaces that certail oil and gas lease and all extensions and modifications thereto, between _____ as Landowner and _____ as Lessee, dated _____, 19 _____, of record in the Office of the County Recorder of _____ County, Ohio, in _____ Book _____ at page _____.

ENTIRE CONTRACT. The entire agreement between Landowner and Columbia is embodied herein. No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Agreement.

SUCCESSORS. All rights and duties under this Agreement benefit and bind Landowner and Columbia and their heirs, successors, and assigns.

WITNESS the following signature(s) this 12 day of JAN, 19 94.

Signed and acknowledged in the presence of:

J.P. Brody
J. P. Brody
George Callendine, Jr.
George Callendine, Jr.

LANDOWNER:

SOUTH SIDE SETTLEMENT HOUSE
FOUNDATION
By: Wiley E. Bates
Wiley E. Bates, President

Instrument prepared by H. L. Snyder, Attorney, Box 1273, Charleston, West Virginia 25325

STATE OF OHIO, COUNTY OF Franklin
 The foregoing instrument was acknowledged before me this 12 day of JAN
 19 94 by Wiley E. Bates, President Southside 20th Street Horse
Foundation
 My commission expires _____, 19____.

J.P. Brody
 Notary Public

JOHN P. BRODY
 NOTARY PUBLIC, STATE OF OHIO
 MY COMMISSION HAS NO EXPIRATION DATE.

STATE OF _____, COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____
 19 _____ by _____
 My commission expires _____, 19____.

Notary Public

STATE OF _____, COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____
 19 _____ by _____
 My commission expires _____, 19____.

Notary Public

STATE OF _____, COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____
 19 _____ by _____
 My commission expires _____, 19____.

Notary Public

STATE OF _____, COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____
 19 _____ by _____, a _____ corporation, on behalf of the corporation.
 My commission expires _____, 19____.

Notary Public

TRANSFER
 NOT NECESSARY

APR 25 1994

James P. Laird
 County Auditor, Fairfield County, Ohio

48196
 RECEIVED IN FAIRFIELD
 COUNTY, OHIO
 AT 8:01 O'CLOCK A M
 RECORDED April 26 1994
 RECORD Vol 624 PAGE 58

18- APR 25 1994 Ray
Gene Wood
 RECORDER, FAIRFIELD COUNTY, OHIO

RIGHT-OF-WAY Vol 671-242

For and in consideration of One Dollar (\$1.00) , receipt of which is hereby acknowledged, and the further consideration of \$1000.00 Dollars total, to be paid when such grant shall be used or occupied to _____

Southside Settlement House Foundation
of 310 Innis Avenue, Columbus, Ohio 43207

(hereinafter called the Grantor) does hereby grant to Edward F. Kilbarger dba, Kilbarger Investments, P. O. Box 946, Logan, Ohio 43138 (hereinafter called the Grantee) his heirs and assigns, the right to lay pipeline over and through the premises hereinafter described, and maintain, operate, repair, replace and remove same, together with valves and other necessary appurtenances, on lands situated in Berne Townships, Fairfield Counties, and State of Ohio, and

bounded and described as follows:

Tract #1 Assessment 004-8000-6000 containing 37.9 acres more or less:

Bounded By: On the North by: H. & P. Brown

On the East by: Women's Division of Christian Service

On the South by: Women's Division of Christian Service

On the West by: D. & G. Wagoner, Dupler Road

Said lands being in Section No. (s) 12 , Twp. No. 13
Range No. 18 and containing 37.9 acres more or less.

Grantor does also grant the right to install, maintain, operate, repair, replace and remove meters for measurement of Gas.

With the right of ingress and egress to and from the same; the said Grantor to fully use and enjoy the same premises, except for the purposes hereinbefore granted to the said Grantee. Said pipe (except upon written request of Grantor) is to be buried ~~so~~ as not to interfere with the cultivation of the land, and said Grantee to pay any damages which may arise to crops and fences from the laying, maintaining, operation, and final removal of said pipe line; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantor, his heirs or assigns, one by the Grantee, his heirs or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

Witnesses:

Mary E. Anderson

David A. Savage (David A. Savage)

Marilyn H. Lunsford

Executive Director

State of Ohio)

) SS

County of Franklin)

Personally appeared before me a Notary Public in and for said County and State

who acknowledged the signing of the foregoing instrument to be her voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof, I have affixed by official seal, this 14th day of January, 19 98

David A. Savage
Notary Public

ADDENDUM TO RIGHT OF WAY:

- 1.) Approximate location of pipeline as shown on attached map. Pipeline location will be marked by James Justice and Grantee. Maximum of 8 feet wide on Right of Way. Kilbarger will make it's best effort to minimize width whenever possible.
- 2) Grantor to receive one gas tap at wellhead price. Subject to P.U.C.O. regulations and the right of use and abandonment of well by Kilbarger Investments. Grantee to install to install tap. Grantor to install line from tap and all necessary equipment at own cost and risk. Grantor agrees to hold Grantee harmless from any claims arising out of use of gas hereunder.
- 3) Reseeding blend to be used on Right of Way to be determined by property owners.



David A. Savage
Notary Public - State of Ohio
My Commission Expires June 2, 1999

**TRANSFER
NOT NECESSARY**

APR 13 1998

Barbara Curtis
CLERK, FAIRFIELD COUNTY, OH

980009191
Filed for Record in
FAIRFIELD CO, OH
BOOK 671-242
Pg. 14-00
On 04-13-1998 At 10:42 am.
RIGHT WAY
Book OR Vol.

Prepared by Kilbarger Investments

OIL AND GAS LEASE

Agreement: Made and entered into the 21st day of December 2001 by and between Women's Division of Christian Services of the Board of Missions of the Methodist Church OF 310 Innis Ave

Columbus, Ohio 43207 hereinafter called Lessor (whether one or more), and Edward F. Kilbarger, dba Kilbarger Investments P. O. Box 946 Logan, Ohio 43138, hereinafter called Lessee, does witness:

1. That the lessor, for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is here-by acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto said lessee for the sole and only purpose of operating for oil and gas, laying pipe lines, Geophysical testing by seismic and other products, all that certain tract of land in Section 12, Township of Berne County of Fairfield State of Ohio, containing 18.006 acres, more or less, being the property owned by lessor or to which the lessor may have any rights.

Bounded substantially as follows:

North by lands D. Hurst

East by lands of Hocking County Line

South by lands of Hocking County Line

West by lands of South Side Settlement House, Glenna Wagner, M. Kellenbarger

200200003479
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
01-29-2002 09:40 AM. 18-14-12
LEASE 18.00
OR Book 1199 Page 1163 - 1165

2. This lease shall remain in force for a primary term of (1) ONE year and as long thereafter as operations for the production of oil and/or gas are being conducted on the premises, or oil and/or gas is produced

3. The royalties to be paid by Lessee are (a) on oil, one-eighth (1/8) gross of that produced and saved from said land, same to be delivered at the wells or the credit of Lessor, (b) on gas of whatsoever nature or kind, produced and sold, one eighth (1/8) of the gross proceeds realized by Lessee from the sale thereof. The royalties shall be paid by Lessee within 30 days after Lessee receives payment thereof. In the event all wells on the leased property are shut in for any reason for a continuous period of six months, then on or before the end of each calendar year during which such wells are shut in, Lessee shall pay lessor a shut in payment of five dollars (\$50.00) per acre, per year, prorated for the period such wells are shut in, and this lease shall continue in full force and effect as provided in paragraph 2 so long as such payments are made.

4. Lessee shall commence operations for a well on the premises by the 21st day of January 2002 or pay to Lessor a delay rental sum of (\$900.00) Nine Hundred dollars and no/100 cents shall defer development requirements for (12) twelve months after which time delay rental payments shall be at the rate of (50.00) fifty dollars per acre per year, payable yearly. The first yearly payment shall be due (30) thirty days from date of this lease. In like manner and upon payment or tenders, the commencement of operations for a well may be further deferred for periods of the same number of months within the primary term of this lease. This and all other payments due under this lease shall be made by cash or check and shall be deemed tendered when either delivered to Lessor or any of them mailed to Lessor or any of them at the above address. This lease shall not terminate for failure to pay said rentals unless Lessor serves Lessee or his assigns written notice of said failure, which notice is received by Lessee or his assigns, and the rental due is not paid within (30) thirty days of the receipt of said notice by Lessee.

5. If Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals provided for herein shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after the discovery of oil or gas the production thereof should cease from any cause, this lease shall not terminate of Lessee commences or resumes the payment or tender of rentals on or before the rental payment date next ensuing after the expiration of twelve(12) months from the date of completion of the dry hole or cessation of production. If during the last year of the primary term of this lease, oil or gas is not being produced on or from said land but Lessee is engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or rework operations are being continuously prosecuted if not more than forty-five(45) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and primary term of this lease, this lease shall continue in force so long thereafter as oil and/or gas is produced from said leased lands or is capable of being produced. Any additional drilling locations to be with written approval of Lessor.

6. Lessor may lay a line to any gas well and connect at the location designated by Lessee on said land and may take annually up to 300,000 cubic feet of free gas produced from said well for use for heat, in dwellings located on said land, at Lessor's risk and expense, subject to the use and the right of abandonment of surrender of Lessee. Lessor acknowledges that the production of gas can be unexpectedly interrupted from time to time in routine well operations. Lessor agree to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which might rise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. Any additional amount of gas to be sold to Lessor at wellhead price, due to Lessee's availability of gas.

7. Lessee shall have the right to use free of cost, gas, oil, and water found on said land for its operations thereon, except water from the wells of Lessor. When requested by Lessor, Lessee shall bury pipelines below normal plow depth in cultivated areas and shall pay for damage caused by its operations to growing crops and to fences on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of Lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, and any structures or improvements placed on said land by Lessee, including the right to draw and remove all casing.

8. The rights of either party hereunder may be assigned in whole or in part. No change in ownership of the land of the rentals or royalties shall be binding on the Lessee until Lessee has received notice and has been furnished with the written transfer of certified copy thereof. In the event this lease shall be assigned as to a part or parts of the above described lands, and the holder or owner of any such parts shall fail or make default in the payment of its proportionate part of the delay rental, such default shall not operate to defeat or affect due payment of said rentals.

9. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that Lessee, at it's option may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the said lands and production and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself from any payments due hereunder.

10. This lease shall be subject to governmental rules or regulations, and this lease shall not be terminated in whole or in part, nor shall Lessee be held liable for damages, for failure to comply herewith, if compliance is prevented by, or such failure is the result of, any such law, rule or regulation. Lessor grants Lessee the authority to compromise or settle any disputes with governmental agencies relating to this lease or production therefrom.

11. For the purpose of oil and / or gas development and production under this lease, lessor does hereby grant to lessee the right to pool or communitize said premises, or any part thereof, with other land to comprise an oil development unit of not more than approximately forty (40) acres and/or a gas development unit of not more than approximately one hundred sixty (160) acres, but lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and lessor shall participate in one-eighth (1/8) royalty from such oil and /or gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein, provided that only the owner of the lands on which such well is located shall be entitled to free gas. At the option of lessee, a diagonal well spacing pattern may be followed.

12. Following completion of any production, Lessee shall: (a) remove all concrete bases, drilling supplies and drilling equipment; and (b) grade, plant and seed the area disturbed by drilling that is not required in production of the well, where necessary to bind the soil and prevent substantial erosion and sedimentation. To preserve natural appearance in all areas involved in production, including access roads to be brought to present natural appearance acceptable to Lessor within six (6) months of completion of production.

13. Lessee may at any time surrender all or any part of this lease by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper county. After a partial surrender, the rental and shut in payments specified above shall be proportionately reduced on an acreage basis.

14. In the event either party considers that the other has not complied with any of its obligations hereunder either expressed or implied, said party shall notify the other in writing setting out specifically in what respects this contract has been breached. The party served with such notice shall then have thirty (30) days after receipt of notice within which to meet or commence to meet all or any part of the breaches alleged. The service of said notice shall be mandatory prior to bringing of any claim under this lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice. Neither the service of said notice nor the doing of any acts by the responding party aimed to meet all of any part of the alleged breaches shall be deemed an admission or presumption that the responding party has failed to perform all it's obligations hereunder. Any controversy or claim arising out of or relating to this agreement shall be settled by arbitration. Either party may initiate an arbitration proceeding by notifying the other in writing, but only after the aforementioned notice of breach has been served and the time period for cure has expired. The requirement to arbitrate shall not preclude either party from injunctive relief. Judgement upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof. Any arbitration to take place in Franklin County, Ohio and that the arbitrator shall have the right to order injunctive relief and in the event that the arbitrator is without authority to order injunctive relief, lessor may seek injunctive relief in court.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all heirs, successors and assigns of Lessor or Lessee. This lease contains all of the agreements and understandings of the Lessor and Lessee respecting the subject matter hereof and no implied covenants or obligations, or verbal representations or promises, have been made or relied upon by Lessor or Lessee supplementing or modifying this lease or as inducement thereto.

16. Other Conditions: See ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHERE OF, WE SIGN, This the 18th day of January, 2002 WITNESSES
SIGNATURE-LESSOR

Witnesses

Simon G. Anton
Marialys H. Serrano

Connie J. Takamine -TREASURER

ACKNOWLEDGMENT

STATE OF New York
COUNTY OF New York

On this 18th day of January, 2002, before me, the undersigned, a Notary Public in and for said county, and the state aforesaid, personally appeared, Connie J. Takamine to me known as the persons described in the foregoing who executed the foregoing instrument and acknowledged that she he had executed the same as her free act and deed.

Anastacia E. Hatzigeorgiou
NOTARY PUBLIC

ANASTACIA E. HATZIGEORGIOU
Notary Public, State of New York
No. 01-HA4960357
Qualified in Queens County
Commission Expires Dec. 25, 200

ADDENDUM

Attached to and made a part of that certain Oil and Gas Lease dated on December 21st, 2001 by and between Women's Division of Christian Services of the Board of Missions of the Methodist Church Lessor, and Edward F. Kilbarger Investments, as the Lessee covering property located in Section 12 of Berne Township, Fairfield County, State of Ohio. This parcel being the same lands conveyed in whole or in part to Lessor by Deed recorded in said county records volume# 247 Page# 344.

Notwithstanding the foregoing provisions hereof, it is understood and agreed,

- (a) In the event any activity carried on by Lessee pursuant to the Lease disturbs, injures or damages fresh water source or well on the lands or premises, Lessee shall, at its sole cost and expense, repair or correct such damage or injury.
- (b) Any fence, or portion thereof, which is removed for access to the leased premises will be replaced by a fence of like quality.
- (c) The surface of the premises will be restored, as nearly as possible, to the condition which existed prior to commencement of drilling operations.
- (d) Location of drill site, tank site, pipelines or roads shall be mutually agreed upon by the parties, agreement shall not be unreasonably withheld.
- (e) The Lessee will comply with all Federal, State and Local sedimentation regulations, stated or implied, pertaining to soil erosion and soil guidelines as well as all regulations pertaining to oil and gas production.
- (f) Access roads shall be maintained properly to avoid erosion. Existing roads used by Lessee to be graded and graveled or maintained as needed.
- (g) Lessee agrees to indemnify and hold harmless the Lessor from all claims, damages, liabilities, causes of action or demand for personal injury or property damage arising from Lessee's operation of the herein leased premises.
- (h) Lessee to fence well area to prevent any ingress or egress by any unauthorized persons. Lessee to plant White Pine trees as border or screen around drill site.
- (i) Lessee is leasing 18.006 acres located in drilling unit, as per attached map.
- (j) Lessor to receive an additional 1/16 of 7/8 of gross production of well based on proportionate amount of acreage in unit.
- (k) Not to be used for storage purposes, injection of gas, or storage or injection of any other products may be made pursuant to this lease.

Connie J. DeKam
lessor

lessor

Prepared by: Kilbarger Investments

Oil and Gas Lease

Agreement: Made and entered into on the 31 day of December, 2001 by and between Southside Settlement House Foundation, aka South Side Settlement House Foundation
Of: 310 Innis Avenue

Columbus, Ohio 43207 hereinafter called Lessor (whether one or more), and Edward F. Kilbarger, aka Kilbarger Investments P. O. Box 946 Logan, Ohio 43138, hereinafter called Lessee, does witness:

1. That the lessor, for and in consideration of the sum of One Dollar (\$1.00) the receipt of which is here-by acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto said lessee for the sole and only purpose of operating for oil and gas, laying pipe lines, Geophysical testing, by seismic and other methods, building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land in Section 12, Township of Berne County of Hocking State of Ohio, containing Thirty-eight (38) acres, more or less, being the property owned by lessor or to which the lessor may have any rights.

Bounded substantially as follows:

North by lands Harold Brown

East by lands of Women's Division of Christian Services of the Methodist Church Corp.

South by lands of Women's Division of Christian Services of the Methodist Church Corp.

West by lands of M. Strobe, P. Perry, K. Conrad

200200006589
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
02-25-2002 09:41 AM.
LEASE 22.00
18-13-12
OR Book 1204 Page 305 - 308

2. This lease shall remain in force for a primary term of (1) one years and as long thereafter as operations for the production of oil and or gas are being conducted on the premises, or oil and or gas is produced, or is capable of being produced.

3. The royalties to be paid by Lessee are (a) on oil, one-eighth (1/8) of the produced and saved from said land, same to be delivered at the wells or the credit of Lessor, (b) on gas of whatsoever nature or kind, produced and sold, one-eighth (1/8) of the proceeds realized by Lessee from the sale thereof. The royalties shall be paid by Lessee within 90 days after Lessee receives payment thereof. In the event all wells on the leased property are shut in for any reason for a continuous period of six months, then on or before the end of each calendar year during which such wells are shut in, Lessee shall pay lessor a shut in payment of Four Dollars (\$4.00) per acre per year prorated for the period such wells are shut in, and this lease shall continue in full force and effect as provided in paragraph 2 so long as such payments are made.

4. Lessee shall commence operations for a well on the premises by the 21st day of January, 2002 or pay to Lessor a delay rental sum of (\$1,900.00) Nineteen Hundred and no/100 dollars which shall defer development requirements for (12) twelve months after which time delay rental payments shall be at the rate of (50.00) Fifty dollars per acres per year, payable yearly. The first yearly payment shall be due (30) thirty days from the date of this lease. In like matter and upon payment or tenders, the commencement of operations for a well may be further deferred for periods of the same number of months within the primary term of this lease. This and all other payments due under this lease shall be made by cash or check and shall be deemed tendered when either delivered to Lessor or any of them, mailed to Lessor or any of them, at the above address. This lease shall not terminate for failure to pay said rentals unless Lessor serves Lessee or his assigns written notice of said failure, which notice is received by Lessee or his assigns, and the rental due is paid within (30) thirty days of the receipt of said notice by Lessee.

5. If Lessor owns a lesser interest in the above land than the entire and undivided fee simple estate therein, then the royalties and rentals provided for herein shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after the discovery of oil or gas the production thereof should cease from any cause, lease shall not terminate if Lessee commences or resumes the payment or tender of rentals on or before the rental date next ensuing after the expiration of (12) twelve months from the date of completion of the dry hole or cessation of production. If during the last year the primary term of this lease, oil or gas is not being produced on or from said land but Lessee is engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted if not more than (45) forty-five days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and produced from any such well or wells drilled, being drilled or reworked, at or after the expiration of the primary term of this lease, this shall continue in force so long thereafter as oil or gas is produced from said leased lands or is capable of being produced.

6. Lessor may lay a line to any gas well and connect at the location designated by Lessee on said land and may take annually up to 300,000 cubic feet of free gas produced from said well for use for heat, in one dwelling house located on said land, at Lessor's own risk and expense, subject to the use and the right of abandonment of surrender or Lessee. Lessor acknowledges that the production of gas can be unexpectedly interrupted from time to time in routine well operations. Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which might arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns.

7. Lessee shall have the right to use free of cost, gas, oil, and water found on said land for its operations thereon, except water from the wells of Lessor. Lessee shall bury pipelines below normal plow depth in cultivated areas and shall pay for damage caused by its operations to growing crops and to fences on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of Lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, and any structures or improvements placed on said land by Lessee, including the right to draw and remove all casing.

8. The rights of either party hereunder may be assigned in whole or in part. No change in ownership of the land, rentals, or royalties shall be binding on the Lessee until Lessee has received notice and has been furnished with the written transfer by certified copy thereof. In the event this lease shall be assigned as to a part or parts of the above described lands, and the holder or owner of any such parts shall fail or make default in the payment of its proportionate part of the delay rental, such default such default shall not operate to defeat or affect this lease as it covers a part or parts of said land upon which Lessee or land assignee hereof shall make due payments of said rentals.

9. Lessor hereby warrants and agrees to defend title to the land herein described and agrees that Lessee at its option may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the said lands and production and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself from any payment due hereunder.

10. This lease shall be subject to governmental rules or regulations, and this lease shall not be terminated, in whole or in part, nor shall Lessee be held liable for damages, for failure to comply herewith, if compliance is prevented by, or such failure is the result of, any such law, rule or regulation. Lessor grants Lessee the authority to compromise or settle any disputes with governmental agencies relating to this lease or production therefrom.

11. For the purpose of oil and or gas development and production under this lease, Lessor does hereby grant to Lessee the right to pool or communitize said premises, or any part thereof, with other lands to comprise an oil development unit of not more than approximately (40) forty acres or a gas development unit of not more than approximately (160) one hundred sixty acres, but Lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and Lessor shall participate in (1/8) one-eighth royalty from such oil and gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein, provided that only the owner of the lands on which such well is located shall be entitled to free gas. At the option of Lessee, a diagonal well spacing pattern may be followed.

12. Following completion of any production, Lessee shall: (a) remove all concrete bases, drilling supplies and drilling equipment; (b) grade, plant, and seed the area disturbed by drilling that is not required in production of the well, where necessary to bind the soil and prevent substantial erosion and sedimentation.

13. Lessee may at any time surrender all of any part of this lease by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper county. After a partial surrender, the rental and shut in payments specified above shall be proportionately reduced on an acreage basis.

14. In the event either party considers that the other has not complied with any obligations hereunder either expressed or implied, said party shall notify the other in writing setting out specifically in what respects this contract has been breached. The party served with such notice shall then have (30) thirty days after receipt of notice within which to meet or commence to meet all or any part of the breaches alleged. The service of said notice shall be mandatory prior to bringing of any claim under this lease for any cause, and no such action shall be brought until the lapse of (30) thirty days after service of such notice. Neither the service of said notice nor the doing of any acts by the responding party aimed to meet all of any part of the alleged breaches shall be deemed an admission or presumption that the responding party has failed to perform all its obligations hereunder.

15. This lease and all its terms, conditions, and stipulations shall be extend to and be binding on all heirs, successors and assigns of Lessor or Lessee. This lease contains all the agreements and understandings of the Lessor and Lessee respecting the subject matter hereof and implied covenants or obligations, or verbal representations or promises, have been made or relied upon by Lessor or Lessee supplementing or modifying this lease or as inducement thereto.

16. Other Conditions: See ADDENDUM attached hereto and made a part thereof.

IN WITNESS WHERE OF WE SIGN, This 7 day of February 2002.

WITNESSES

Melissa J. Keys
Printed Name: Melissa J. Keys

Brendi Walker
Printed Name: Brendi Walker

SIGNATURE LESSOR

South Side Settlement House Foundation

by: Marialyce N. Sunami
Marialyce N. Sunami, Executive Director of

the South Side Settlement House Foundation

ACKNOWLEDGMENT

STATE OF Ohio
COUNTY OF Franklin

On this 7th day of Feb., 2002 before me the undersigned, a Notary Public in and for said county, and the state aforesaid, personally appeared, Southside Settlement House Foundation, by Marialyce N. Sunami, Executive Director of the Southside Settlement House Foundation, pursuant to authority vested in her by the trustees, directors or governing board of the Southside Settlement House Foundation, to me known as the person (s) described in the foregoing, who executed the foregoing instrument and acknowledged that she had executed the same as her individual free act and deed and as the free act and deed of the Southside Settlement House Foundation pursuant to her authority.

Notary Public



MELISSA J. KEYS
Notary Public, State of Ohio
My Commission Expires 08-18-2005

ADDENDUM

Attached to and made a part of that certain Oil and Gas Lease dated on February 7, 2002 by and between South Side Settlement House Foundation, aka Southside Settlement House Foundation, Lessor, and Edward F. Kilbarger, aka Kilbarger Investments, as the Lessee covering property located in Section 12, of Berne Township, Fairfield County, State of Ohio. This parcel being the same lands conveyed in whole or in part to Lessor by Deed recorded in said county records volume # 399, page # 248.

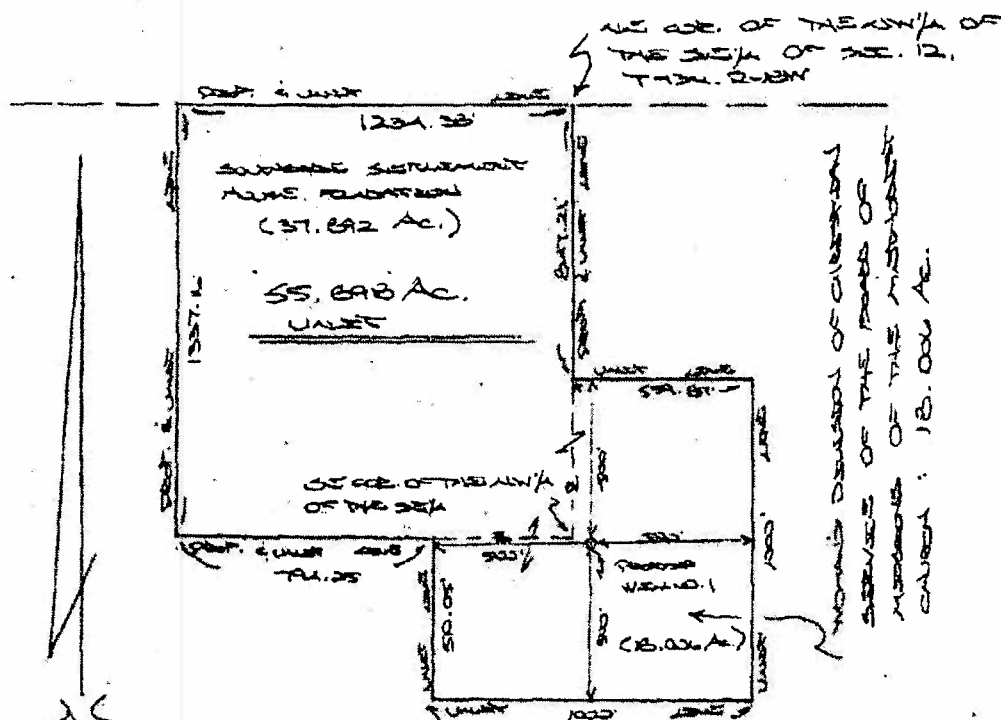
Notwithstanding the foregoing provisions hereof, it is understood and agreed:

- (1) In the event any activity carried on by Lessee pursuant to the lease disturbs, injures or damages fresh water source or well on the lands or premises, Lessee shall, at its sole cost and expense, use its best efforts to repair or correct such damage or injury.
- (2) Any fence, or portion thereof, which is removed for access to the leased premises well be replaced by a fence of like quality.
- (3) The surface of the leased premises will be restored, as nearly as possible, to the condition which existed to commencement of drilling operations.
- (4) Locations of tank site, pipelines, and roads shall be mutually agreed upon by the parties, agreement shall not be unreasonably withheld.
- (5) The Lessee will comply with all Federal, State and Local sedimentation regulations, stated or implied, pertaining to soil erosion and soil guidelines as well as all regulations pertaining to oil and gas production activities.
- (6) Access roads shall be maintained properly to avoid erosion.
- (7) Lessee agrees to indemnify and hold harmless the Lessor from all claims, damages, liabilities, causes of action or demand for personal injury or property damage arising from Lessee's operations on the herein leased premises.
- (8) Lessee to fence well area to prevent any ingress or egress by any unauthorized persons. Lessee to plant white pine trees as border screen around drill site.
- (9) Lessee is leasing 37.892 acres located in drilling unit, as per attached map.
- (10) Lessor to receive an additional 1/16 of 7/8 of gross production of well based on proportionate amount of acreage in unit.
- (11) Not to be used for storage purposes, injection of gas, or storage or injection of any other products may be made pursuant to this lease.

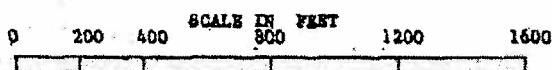
Southside Settlement House Foundation

By: Marialyce N. Sunami
Marialyce N. Sunami, Executive Director

PLAT SHOWING THE LOCATION OF THE PROPOSED
SOUTHERN SETTLEMENT HOLE FOUNDATION NO. 1
WELL, SITUATED IN THE SE 1/4 OF SEC. 12,
DEWE TWP., T-13N, R-13W, MADRID CO., OHIO



NOTE: PROPOSED WELL IS 10.1 AC. SOUTH AND 59.8 AC. EAST OF
THE SE CORNER OF THE NW 1/4 OF THE SE 1/4 OF
SEC. 12, T-13N, R-13W



I hereby certify that all drilling or producing wells within 400 feet and all buildings
and streams within 400 feet have been shown, there are no drilling unit lines nearer
than 400 feet, that this plat is true and correct and was prepared according to the
current State of Ohio, Department of Natural Resources, Division of Oil and Gas
regulations.

<p>REG. SURVEYOR 6600</p> <p>OPERATOR <u>DAVID L. ANDERSON</u></p> <p>ADDRESS <u>4500 LEXINGTON AVE. COLUMBUS, OHIO 43231</u></p> <p>ANDOWNER <u>SURFACE SOUTHERN SETTLEMENT</u></p> <p>MINERALS <u>none</u></p> <p>EL. NO. <u>1</u> DRILLING UNIT NO. <u>55.698</u></p> <p>COUNTY <u>Madrid</u></p> <p>SP. <u>DEWE (oil)</u></p> <p>1AD: <u>Surface</u></p> <p>110 PLANE COORDINATES X <u>1009.829.5</u> Y <u>589.138.2</u></p>		<p>NOTARY <u>Dennis R. Luch</u></p> <p>EXP. DATE <u>March 27, 2003</u></p> <p>SUBDIVISION CIVIL TWP. <u>DEWE LEACH</u></p> <p>TWP. <u>13N</u> State of Ohio</p> <p>RANGE <u>13W</u> My Commission Expires March 27, 2003</p> <p>QUARTER TWP. <u>12</u></p> <p>SECTION <u>12</u> LOT <u>1</u></p> <p>TRACT <u>18.00 AC.</u></p> <p>ALLOTMENT <u>18.00 AC.</u></p> <p>FRACTION <u>OTHER</u></p> <p>ELEV. <u>930'</u> DATE: <u>2-23-01</u></p>
--	--	---

Prepared by: Kilbarger Investments

Oil and Gas Lease

Agreement: Made and entered into on the 14th day of February, 2007 by and between the Woman's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church, aka the Women's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church by and through its governing body, pursuant to authority, the Women's Division of the General Board of Global Ministries of the United Methodist Church, hereinafter called Lessor (whether one or more), and Edward F. Kilbarger, aka Kilbarger Investments P. O. Box 946 Logan, Ohio 43138, hereinafter called Lessee, does witness:

1. That the lessor, for and in consideration of the sum of One Dollar (\$1.00) the receipt of which is here-by acknowledged, and the covenants and agreements hereinafter contained on part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto said lessee for the sole and only purpose of operating for oil and gas, laying pipe lines, Geophysical testing, by seismic and other methods, building tanks, power stations, and structures thereon to produce, save and take care of said products, all that certain tract of land in Section 12, Township of Berne County of Fairfield, State of Ohio, containing eighteen and 06/1000 (18.006) acres, more or less, being the property owned by lessor or to which the lessor may have any rights.

Bounded substantially as follows:

North by lands of D. Hurst

East by lands of Hocking County Line

South by lands of Hocking County Line

West by lands of South Side Settlement House, Glenna Wagner, M. Kellenbarger

200200006590
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOOD
02-25-2002 09:41 AM.
LEASE 22.00
OR Book 1204 Page 309 - 312
18-13-1

2. This lease shall remain in force for a primary term of (1) one years and as long thereafter as operations for the production of oil and or gas are being conducted on the premises, or oil and or gas is produced, or is capable of being produced.

3. The royalties to be paid by Lessee are (a) on oil, one-eight (1/8) of the produced and saved from said land, same to be delivered at the wells or the credit of Lessor, (b) on gas of whatsoever nature or kind, produced and sold, one-eighth (1/8) of the proceeds realized by Lessee from the sale thereof. The royalties shall be paid by Lessee within 90 days after Lessee receives payment thereof. In the event all wells on the leased property are shut in for any reason for a continuous period of six months, then on or before the end of each calendar year during which such wells are shut in, Lessee shall pay lessor a shut in payment of Four Dollars (\$4.00) per acre per year prorated for the period such wells are shut in, and this lease shall continue in full force and effect as provided in paragraph 2 so long as such payments are made.

4. Lessee shall commence operations for a well on the premises by the 21st day of January, 2002 or pay to Lessor a delay rental sum of (\$900.00) Nine Hundred and no/100 Dollars which shall defer development requirements for (12) twelve months after which time delay rental payments shall be at the rate of (\$50.00) fifty dollars per acres per year, payable quarterly. The first quarterly payment shall be due (30) days from the date of this lease. In like matter and upon payment or tenders, the commencement of operations for a well may be further deferred for periods of the same number of months within the primary term of this lease. This and all other payments due under this lease shall be made by cash or check and shall be deemed tendered when either delivered to Lessor or any of them, mailed to Lessor or any of them, at the above address. This lease shall not terminate for failure to pay said rentals unless Lessor serves Lessee or his assigns written notice of said failure, which notice is received by Lessee or his assigns, and the rental due is paid within (30) thirty days of the receipt of said notice by Lessee.

5. If Lessor owns a lesser interest in the above land than the entire and undivided fee simple estate therein, then the royalties and rentals provided for herein shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee. If prior to discovery of oil or gas on said land Lessee should drill a dry hole or holes thereon, or if after the discovery of oil or gas the production thereof should cease from any cause, lease shall not terminate if Lessee commences or resumes the payment or tender of rentals on or before the rental date next ensuing after the expiration of (12) twelve months from the date of completion of the dry hole or cessation of production. If during the last year the primary term of this lease, oil or gas is not being produced on or from said land but Lessee is engaged in drilling or reworking operations thereon, then this lease shall continue in force so long thereafter as drilling or reworking operations are being continuously prosecuted if not more than (45) forty-five days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling or reworking of another well. If oil or gas shall be discovered and produced from any such well or wells drilled, being drilled or reworked, at or after the expiration of the primary term of this lease, this shall continue in force so long thereafter as oil or gas is produced from said leased lands or is capable of being produced.

6. Lessor may lay a line to any gas well and connect at the location designated by Lessee on said land and may take annually up to 300,000 cubic feet of free gas produced from said well for use for heat, in one dwelling house located on said land, at Lessor's own risk and expense, subject to the use and the right of abandonment of surrender or Lessee. Lessor acknowledges that the production of gas can be unexpectedly interrupted from time to time in routine well operations. Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which might arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns.

7. Lessee shall have the right to use free of cost, gas, oil, and water found on said land for its operations thereon, except water from the wells of Lessor. Lessee shall bury pipelines below normal plow depth in cultivated areas and shall pay for damage caused by its operations to growing crops and to fences on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of Lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, and any structures or improvements placed on said land by Lessee, including the right to draw and remove all casing.

8. The rights of either party hereunder may be assigned in whole or in part. No change in ownership of the land, rentals, or royalties shall be binding on the Lessee until Lessee has received notice and has been furnished with the written transfer by certified copy thereof. In the event this lease shall be assigned as to a part or parts of the above described lands, and the holder or owner of any such parts shall fail or make default in the payment of its proportionate part of the delay rental, such default such default shall not operate to defeat or affect this lease as it covers a part or parts of said land upon which Lessee or land assignee hereof shall make due payments of said rentals.

9. Lessor hereby warrants and agrees to defend title to the land herein described and agrees that Lessee at its option may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the said lands and production and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself from any payment due hereunder.

10. This lease shall be subject to governmental rules or regulations, and this lease shall not be terminated, in whole or in part, nor shall Lessee be held liable for damages, for failure to comply herewith, if compliance is prevented by, or such failure is the result of, any such law, rule or regulation. Lessor grants Lessee the authority to compromise or settle any disputes with governmental agencies relating to this lease or production therefrom.

11. For the purpose of oil and or gas development and production under this lease, Lessor does hereby grant to Lessee the right to pool or communitize said premises, or any part thereof, with other lands to comprise an oil development unit of not more than approximately (40) forty acres or a gas development unit of not more than approximately (160) one hundred sixty acres, but Lessee shall in no event be required to drill more than one well on said unit. If such oil or gas well shall not be drilled on the premises herein leased it shall nevertheless be deemed to be upon the leased premises within the meaning of all the covenants, expressed or implied, in this lease, and Lessor shall participate in (1/8) one-eighth royalty from such oil and gas development unit only in the proportion that the number of acres owned by the lessor within the limitations of such development unit bears to the total number of acres included therein, provided that only the owner of the lands on which such well is located shall be entitled to free gas. At the option of Lessee, a diagonal well spacing pattern may be followed.

12. Following completion of any production, Lessee shall: (a) remove all concrete bases, drilling supplies and drilling equipment; (b) grade, plant, and seed the area disturbed by drilling that is not required in production of the well, where necessary to bind the soil and prevent substantial erosion and sedimentation.

13. Lessee may at any time surrender all of any part of this lease by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper county. After a partial surrender, the rental and shut in payments specified above shall be proportionately reduced on an acreage basis.

14. In the event either party considers that the other has not complied with any obligations hereunder either expressed or implied, said party shall notify the other in writing setting out specifically in what respects this contract has been breached. The party served with such notice shall then have (30) thirty days after receipt of notice within which to meet or commence to meet all or any part of the breaches alleged. The service of said notice shall be mandatory prior to bringing of any claim under this lease for any cause, and no such action shall be brought until the lapse of (30) thirty days after service of such notice. Neither the service of said notice nor the doing of any acts by the responding party aimed to meet all of any part of the alleged breaches shall be deemed an admission or presumption that the responding party has failed to perform all its obligations hereunder.

15. This lease and all its terms, conditions, and stipulations shall be extend to and be binding on all heirs, successors and assigns of Lessor or Lessee. This lease contains all the agreements and understandings of the Lessor and Lessee respecting the subject matter hereof and implied covenants or obligations, or verbal representations or promises, have been made or relied upon by Lessor or Lessee supplementing or modifying this lease or as inducement thereto.

16. Other Conditions: See ADDENDUM attached hereto and made a part thereof.

IN WITNESS WHERE OF WE SIGN, THIS 14th day of February 2002.

SIGNATURE(S) LESSOR(S)

Woman's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church, aka the Women's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church by and through its governing body, pursuant to authority, the Women's Division of the General Board of Global Ministries of the United Methodist Church

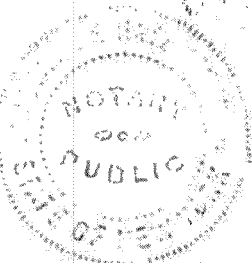
By: Connie J. Takamini
Connie J. Takamini Treasurer

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF New York

On this 14th day of February, 2002, before me the undersigned, a Notary Public in and for said county, and the state aforesaid, personally appeared Woman's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church, aka the Women's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church by and through its governing body, pursuant to authority, the Women's Division of the General Board of Global Ministries of the United Methodist Church by Connie J. Takamini, its Treasurer, with authority to me known as the entity and person described in the foregoing who executed the foregoing instrument and acknowledged that it and she had executed the same as its and her free act and deed, individually and as the Treasurer under authority as stated and further stated that she was duly empowered to act in the capacity required for proper execution of the foregoing instrument.



Anastacia E. Hatzig Georgiou
Notary Public

ANASTACIA E. HATZIGEORGIOU
Notary Public, State of New York
No. 01-HA4960357
Qualified in Queens County
Commission Expires Dec. 26, 2005

ADDENDUM

Attached to and made a part of that certain Oil and Gas Lease dated 2/14/02

by and between Woman's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church, aka the Women's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church by and through its governing body, pursuant to authority, the Women's Division of the General Board of Global Ministries of the United Methodist Church, Lessor, and Edward F. Kilbarger, aka Kilbarger Investments, as the Lessee covering property located in Berne Twp., Section 12, of Fairfield County, State of Ohio. This parcel being the same lands conveyed in whole or in part to Lessor by Deed recorded in said county records volume # 247, page # 344. .

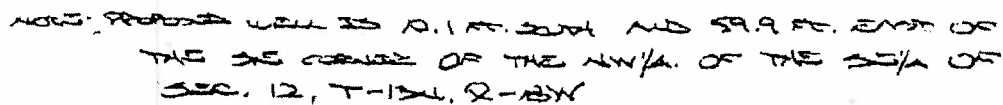
Notwithstanding the foregoing provisions hereof, it is understood and agreed:

- (1) In the event any activity carried on by Lessee pursuant to the lease disturbs, injures or damages fresh water source or well on the lands or premises, Lessee shall, at its sole cost and expense, use its best efforts to repair or correct such damage or injury.
- (2) Any fence, or portion thereof, which is removed for access to the leased premises well be replaced by a fence of like quality.
- (3) The surface of the leased premises will be restored, as nearly as possible, to the condition which existed to commencement of drilling operations.
- (4) Location of tank site, pipelines, and roads shall be mutually agreed upon by the parties. Lessors agreement shall not be unreasonably withheld.
- (5) The Lessee will comply with all Federal, State and Local sedimentation regulations, stated or implied, pertaining to soil erosion and soil guidelines as well as all regulations pertaining to oil and gas production activities.
- (6) Access roads shall be maintained properly to avoid erosion.
- (7) Lessee agrees to indemnify and hold harmless the Lessor from all claims, damages, liabilities, causes of action or demand for personal injury or property damage arising from Lessee's operations on the herein leased premises.
- (8) Lessee to fence well area to prevent ingress and egress by any unauthorized persons. Lessee to plant white pine trees as border screen around well site.
- (9) Lessee is leasing 18.006 acres located in drilling unit, as per attached map.
- (10) Lessor to receive an additional 1/16 of 7/8 of gross production of well based on proportionate amount of acreage in unit.
- (11) Not to be used for storage purposes, injection wof gas, or storage or injection of any other products may be made pursuant to this lease.

Woman's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church, aka the Women's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church by and through its governing body, pursuant to authority, the Women's Division of the General Board of Global Ministries of the United Methodist Church

BY: Connie J. Takamini
Connie J. Takamini Treasurer

OK 1204 PAGE 0312



0 200 400 SCALE IN FEET 800 1200 1600

REG. SURVEYOR #6003

OPERATOR Donald E. Smith

ADDRESS 49100 State St. #1000

LANDOWNER SURFACE ~~221000000~~

MINERALS 221000000

WELL NO. 1 DRILLING UNIT AC. 55.00

COUNTY Franklin

TWP. Franklin (East)

QUAD. Franklin

OHIO PLANE COORDINATES

X 1,999,889.5

Y 588,133.2

NOTARY Donna R. Smith

EXP. DATE Donna R. Smith

SUBDIVISION CIVIL TWP. State of Ohio

TWP. 12N My Commission Expires March 27, 2008

RANGE 22W

QUARTER TWP. _____

SECTION 12 LOT _____

TRACT _____

ALLOTMENT _____

FRACTION _____ OTHER _____

KEY. 920 DATE: 2-27-01

ASSIGNMENT OF OIL AND GAS LEASES

200200013149
 Filed for Record in
 FAIRFIELD COUNTY, OH
 GENE WOOD
 04-18-2002 03:46 pm.
 ASSIGN LEA 18.00
 OR Book 1213 Page 2650 - 2651

KNOW ALL MEN BY THESE PRESENTS:

THAT Edward F. Kilbarger, dba Kilbarger Investments, hereinafter called the Assignor, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Kilbarger Investments, Inc., an Ohio corporation, hereinafter called the Assignee, whose address is P.O. Box 946, 450 Gallagher Avenue, Logan, Ohio 43138 all his and its right, title and interest interest in and to those certain oil and gas leases described as follows:

1. Being that certain lease from the South Side Settlement House Foundation, aka the Southside Settlement House Foundation to Edward F. Kilbatger, dba Kilbarger Investments and being recorded in the Fairfield County Recorder's Office in Official Record Volume 1204, Page 0305-0308. *02-6589*
2. Being that certain lease from The Women's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church, aka Women's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church, by and through it governing body, pursuant to authority of the Women's Division of the General Board of Global Ministries of the United Methodist Church to Edward F. Kilbatger, dba Kilbarger Investments and being recorded in the Fairfield County Recorder's Office in Official Record Volume 1204, Page 0309-0312 *02-6590*

Assignor has a right to assign its interest in the well and the Assignee is entitled to have and to hold said interest hereinabove described during the residue of the term of said lease, subject to all the conditions, covenants, agreements, terms and provisions contained in said

CHARLES A. GERKEN
 ATTORNEY AND COUNSELOR AT LAW / REG. NO. 0022702
 59 E. SECOND STREET • P. O. Box 565
 LOGAN, OHIO 43138-0565

lease.

Assignor makes no warranty of title to the lease assigned herein.

IN WITNESS WHEREOF, Assignor hereunto sets his and its hand and seal this 16th day April, 2002.

Kilbarger Investments

Edward F. Kilbarger
Edward F. Kilbarger, personally

By: Edward F. Kilbarger
Edward F. Kilbarger

Marjorie A. Kilbarger
Marjorie A. Kilbarger, wife of
Edward F. Kilbarger

STATE OF OHIO

SS:

COUNTY OF HOCKING

The foregoing instrument was signed and acknowledged before me this 16th day of April, 2000, by Edward F. Kilbarger, dba Kilbarger Investments, Edward F. Kilbarger, personally and Marjorie A. Kilbarger, his wife.



DOW ERIC BOWMAN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUG. 10, 2005

Dow Eric Bowman
Notary Public

This instrument prepared by Charles A. Gerken, Gerken Law Offices Co. L.P.A., 59 E. Second St., P.O. Box 565, Logan, Ohio 43138 Phone: 740-385-2153.

To the Recorder: Please index this instrument to those records recorded in Official Record Volume 1204, Pages 0305-0308 and Volume 1204, Page 0309-0312.

CHARLES A. GERKEN
ATTORNEY AND COUNSELOR AT LAW / REG. NO. 0022702
59 E. SECOND STREET • P. O. BOX 565
LOGAN, OHIO 43138-0565

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Kilbarger Investments, Inc. P. O. Box 946 Logan, Ohio for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign and transfer without warranty of title, express or implied, unto Solid Rock Energy, Inc. 625 High Street Ripley House, Worthington, Ohio 43085 an undivided 3/4 (75%) working interest in the 55.898 acre drilling unit and well know as the South Side Settlement Foundation #1, together with the equipment, fixtures, and appurtenances used or intended for use in the operation of the well including the following oil and gas leases insofar as they pertain to the drilling unit hereto attached and described in "Exhibit A":

- 1.) Being that certain lease from the South Side Settlement House Foundation, aka the Southside Settlement House Foundation to Edward F. Kilbarger, dba Kilbarger Investments and being recorded in the Fairfield County Recorder's Office in Official Record Volume 1204, Page 0305-0308.
- 2.) Being that certain lease from The Women's Division of Christian Services of the Board of Missions and Church Extensions of the Methodist Church, aka Women's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church, by and through it governing body, pursuant to authority of the Women's Division of the General Board of Global Ministries of the United Methodist Church to Edward F. Kilbarger, dba Kilbarger Investments and being recorded in the Fairfield County Recorder's Office in Official Record Volume 1204, Page 0309-0312.

This assignment is subject to all the terms and conditions of the herein described oil and gas leases, subject to royalties and/or overriding royalties as set out in the lease, and subject to overriding royalties, reservations, terms and conditions detailed in subsequent assignments.

IN WITNESS WHEREOF, Assignor has executed this instrument on the 9th day of September, 2004.

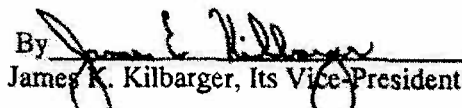
Signed and acknowledged in the presence of:


Dow Eric Bowman


Kilbarger Investments, Inc



DOW ERIC BOWMAN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES AUG. 10, 2005

By 
James K. Kilbarger, Its Vice-President

STATE OF OHIO, COUNTY OF HOCKING, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above-named Kilbarger Investments Inc., by James K. Kilbarger Its Vice-President who acknowledged that he did sign the foregoing instrument and that same is the free act and deed of said Corporation and His free act and deed as an officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Logan, Ohio, this 9th day of Sept, 2004

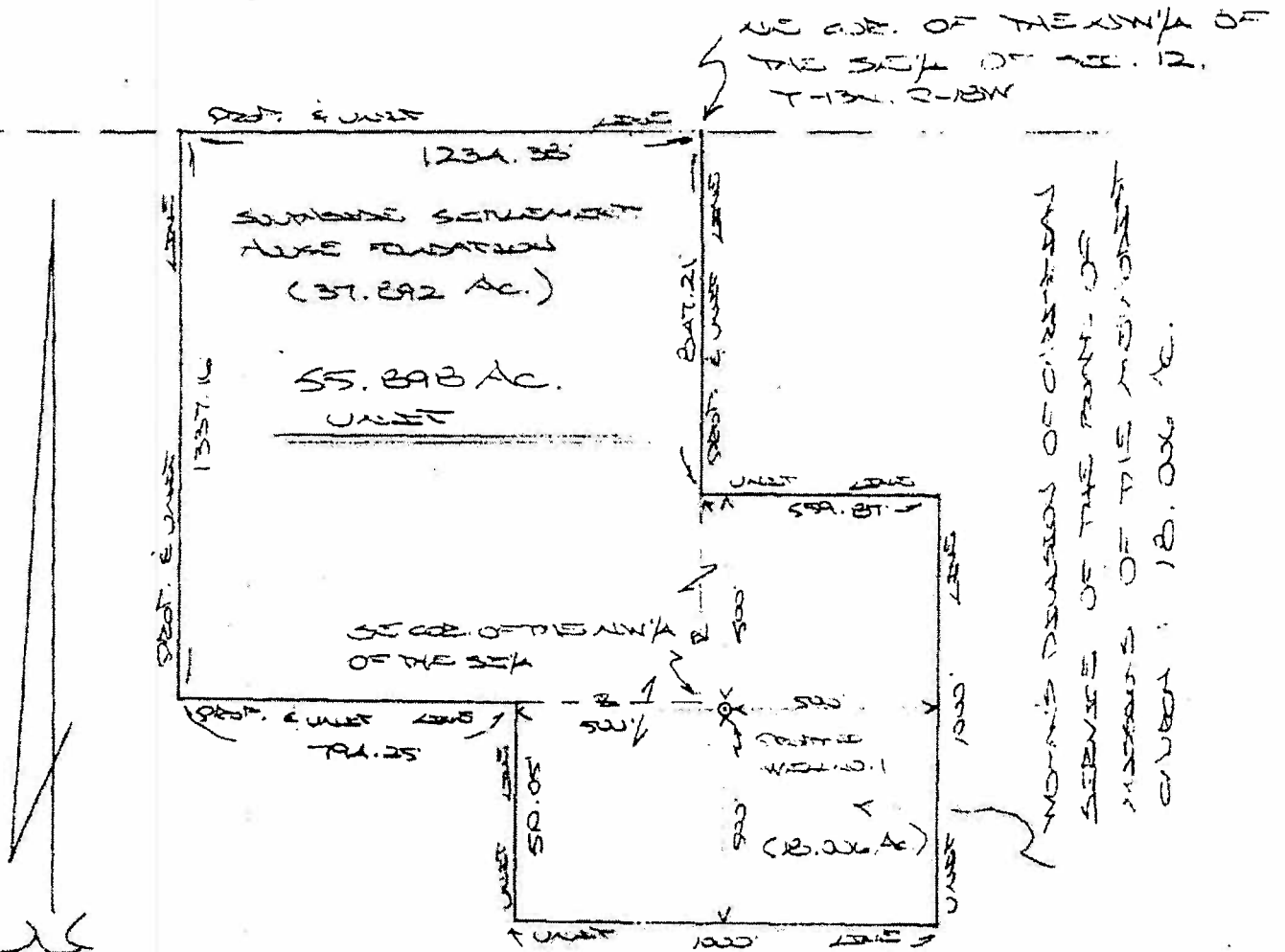

Dow Eric Bowman Notary Public

Prepared by: Kilbarger Investments, Inc.

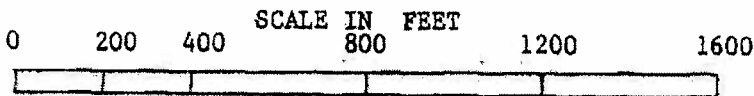
"Exhibit A"

PLAT SHOWING THE LOCATION OF THE PROPOSED
SOUTHWEST SETTLEMENT HOUSE FOUNDATION NO. 1
WELL, SITUATED IN THE SE 1/4 OF SEC. 12,
DEWE TWP., T-13N, R-13W, FAIRFIELD CO., OHIO

DR 1359 PAGE 1291



NOTE: PROPOSED WELL IS 10.1 FT. SOUTH AND 59.9 FT. EAST OF
THE SE CORNER OF THE NW 1/4 OF THE SE 1/4 OF
SEC. 12, T-13N, R-13W



I hereby certify that all drilling or producing wells within 1000 feet and all buildings and streams within 100 feet have been shown, there are no drilling unit lines nearer than 500 feet, that this plat is true and correct and was prepared according to the current State of Ohio, Department of Natural Resources, Division of Oil and Gas Regulations.

REG. SURVEYOR 16803
OPERATOR EDWARD E. ANDERSON
ADDRESS 1200 E. MAIN ST. FAIRFIELD, OHIO
LANDOWNER SURFACE SOUTHWEST SETTLEMENT HOUSE FOUNDATION, ET AL.
MINERALS SAME
WELL NO. 1 DRILLING UNIT AC. 55.893
COUNTY FAIRFIELD
TWP. DEWE (SOUTH)
QUAD. 1200
OHIO PLANE COORDINATES
X 1,999,899.5
Y 588,138.2

NOTARY Donna R. Leach
EXP. DATE March 27, 2003
SUBDIVISION CIVIL TWP. 13N State of Ohio
TWP. 13N My Commission Expires March 27, 2003
RANGE 13W
QUARTER TWP. 13W
SECTION 12 LOT 1
TRACT 12.226 Ac.
ALLOTMENT 12.226 Ac.
FRACTION 12.226 Ac. OTHER 12.226 Ac.
ELEV. 930' DATE: 2-23-01

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Solid Rock Energy, Inc.**, P.O. Box 556, Worthington, Ohio 43085, "**Assignor**" and **Deanne and Kevin Farmer**, Wife and Husband, Joint Tenants With Rights of Survivorship and not as Tenants in Common, 406 SE 6th Street, Fairfield, IL 62837 and **Janet and Clarence Eugene Hill**, Wife and Husband, Joint Tenants With Rights of Survivorship and not as Tenants in Common, 506 SE Third, Fairfield, IL 62837, "**Assignees**"

WITNESS:

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Assignor herein does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignees herein in the amounts hereinafter set forth opposite their respective names, to-wit:

DEANNE AND KEVIN FARMER	0.75% WORKING INTEREST
JANET AND CLARENCE EUGENE HILL	0.75% WORKING INTEREST

in the 55.898 acre drilling unit and the well known as the **Southside Settlement Foundation #1**, together with the equipment, fixtures and appurtenances used or intended for use in the operation of the well including the following oil and gas leases insofar as they pertain to the drilling unit hereto attached and described in "**Exhibit A**".

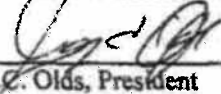
1. Being that certain lease from the South Side Settlement House Foundation, aka the Southside Settlement House Foundation to Edward F. Kilbarger, dba Kilbarger Investments and being recorded in the Fairfield County Recorder's Office in Official Record 1204, Pages 0305-0308. ✓ 02-6589
2. Being that certain lease from The Women's Division of Christian Services of the Board of Missions and Church Extensions of the Methodist Church, aka Women's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church by and through its governing body, pursuant to authority of the Women's Division of the General Board of Global ministries of the United Methodist Church to Edward F. Kilbarger, dba Kilbarger Investments and being recorded in the Fairfield County Recorder's Office in Official Record 1204, Pages 0309-0312. ✓ 02-6590

This assignment is subject to all the terms and conditions of the herein described oil and gas leases, subject to royalties and/or overriding royalties as set out in the lease, and subject to overriding royalties, reservations, terms and conditions detailed in subsequent assignments.

Prior Reference: "Assignment of Oil and Gas Lease" by and between Kilbarger Investments, Inc. and Solid Rock Energy, Inc. recorded in OR 1359 at Page 1290, Fairfield County, Ohio.

This Assignment is executed September 27, 2004

SOLID ROCK ENERGY, INC.



 Jerry C. Olds, President

State of Ohio }
 County of Franklin } ss.

Corporate Acknowledgement

Before me, a Notary Public, in and for said County and State, personally appeared Jerry C. Olds, President of the above-named Solid Rock Energy, Inc., who acknowledged to me that he did sign the foregoing instrument and that same is the free act and deed of said Corporation and his free act and deed as such Officer, for the uses and purposes therein set forth.

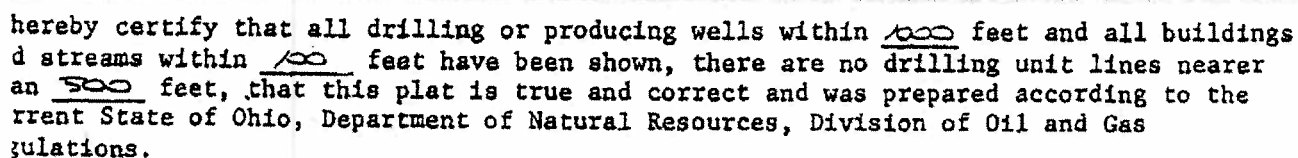
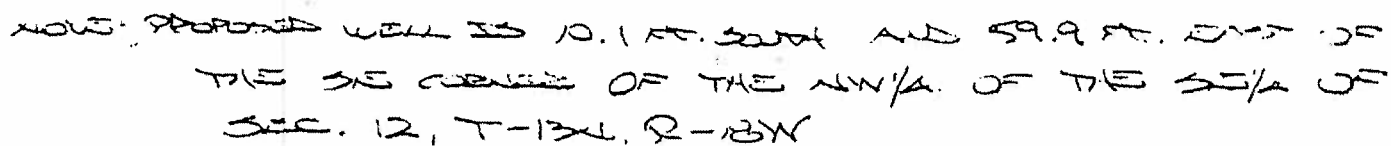


SUZANNE BECK
 Notary Public, State of Ohio
 My Commission Expires 12-02-08



 Notary Public

This instrument prepared by: **JERRY C. OLDS**



NOTARY Donna R. Leach
EXP. DATE DONNA LEACH Notary Public
SUBDIVISION CIVIL TWP. State of Ohio
TWP. 13N My Commission Expires March 27, 2003
RANGE 13W
QUARTER TWP. _____
SECTION 12 LOT _____
TRACT _____
ALLOTMENT _____
FRACTION _____ OTHER _____
ELEV. 930' DATE: 8-23-01

200500006774
 Filed for Record in
 FAIRFIELD COUNTY, OH
 GENE MOOD
 03-23-2005 At 08:37 am.
 ASSIGN LEA 36.00
 OR Book 1380 Page 1362 - 1363

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Solid Rock Energy, Inc.**, P.O. Box 556, Worthington, Ohio 43085 for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign and transfer without warranty of title, express or implied, unto **Chris Figge**, 80 E. Park, Westerville, Ohio 43081, a **2.25% working interest** in the 55.898 acre drilling unit and the well known as the **Southside Settlement Foundation #1**, together with the equipment, fixtures and appurtenances used or intended for use in the operation of the well including the following oil and gas leases insofar as they pertain to the drilling unit hereto attached and described in "Exhibit A".

1. Being that certain lease from the South Side Settlement House Foundation, aka the Southside Settlement House Foundation to Edward F. Kilbarger, dba Kilbarger Investments and being recorded in the Fairfield County Recorder's Office in Official Record 1204, Pages 0305-0308.
2. Being that certain lease from The Women's Division of Christian Services of the Board of Missions and Church Extensions of the Methodist Church, aka Women's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church by and through its governing body, pursuant to authority of the Women's Division of the General Board of Global ministries of the United Methodist Church to Edward F. Kilbarger, dba Kilbarger Investments and being recorded in the Fairfield County Recorder's Office in Official Record 1204, Pages 0309-0312.

This assignment is subject to all the terms and conditions of the herein described oil and gas leases, subject to royalties and/or overriding royalties as set out in the lease, and subject to overriding royalties, reservations, terms and conditions detailed in subsequent assignments.

Prior Reference: "Assignment of Oil and Gas Lease" by and between Kilbarger Investments, Inc. and Solid Rock Energy, Inc. recorded in OR 1359 at Page 1290, Fairfield County, Ohio.

This Assignment is executed September 27, 2004

SOLID ROCK ENERGY, INC.

[Signature]
 Jerry C. Olds, President

State of Ohio }
 County of Franklin } ss.

Corporate Acknowledgement

Before me, a Notary Public, in and for said County and State, personally appeared Jerry C. Olds, President of the above-named Solid Rock Energy, Inc., who acknowledged to me that he did sign the foregoing instrument and that same is the free act and deed of said Corporation and his free act and deed as such Officer, for the uses and purposes therein set forth.

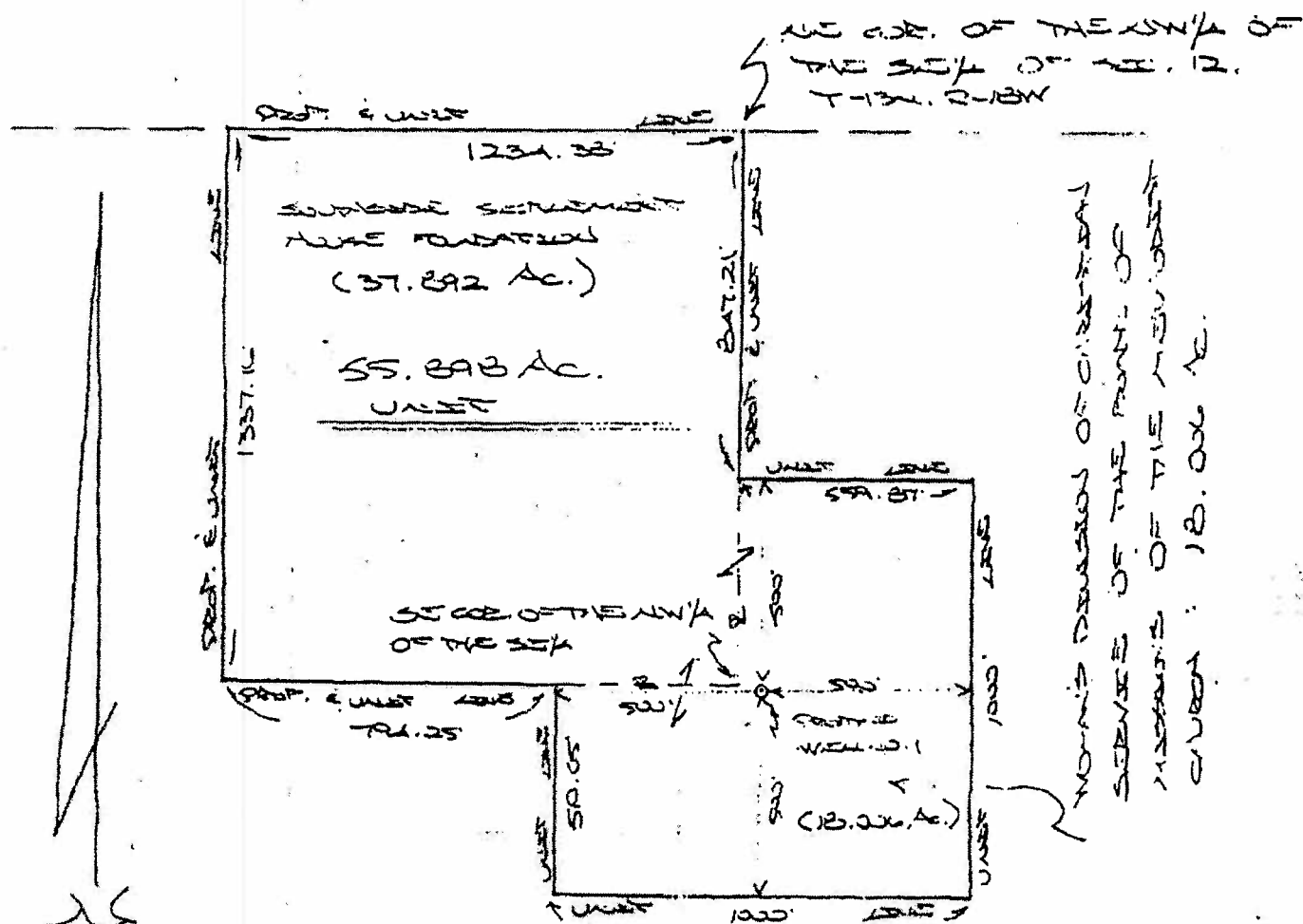
[Signature]
 Notary Public



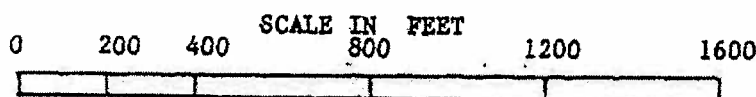
SUZANNE BECK
 Notary Public, State of Ohio
 My Commission Expires 12-02-08

This instrument prepared by: JERRY C. OLDS

PLATE SHOWING THE LOCATION OF THE PROPOSED
SANDHOLE SETTLEMENT NEAR TOWN OF W. 1
WELL, SITUATED IN THE SE 1/4 OF T-12, R,
DEER TWP., T-12N, R-13W, PLYMOUTH CO., OHIO



NOTE: PROPOSED WELL IS 10.1 FT. SOUTH AND 59.9 FT. EAST OF
THE S/E CORNER OF THE NW 1/4 OF THE S 1/4 OF
SEC. 12, T-13N, R-13W



200500008301
 Filed for Record in
 FAIRFIELD COUNTY, OH
 GENE WOOD
 04-07-2005 At 09:36 am.
 ASSIGN LEA 36.00
 OR Book 1382 Page 1652 - 1653

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Solid Rock Energy, Inc.**, P.O. Box 556, Worthington, Ohio 43085 for and in consideration of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, does hereby sell, assign and transfer without warranty of title, express or implied, unto **National Minerals Corp.**, 12956 Claylick Road, Newark, Ohio 43056, a **One Percent (1%) working interest** in the 55.898 acre drilling unit and the well known as the **Southside Settlement Foundation #1**, together with the equipment, fixtures and appurtenances used or intended for use in the operation of the well including the following oil and gas leases insofar as they pertain to the drilling unit hereto attached and described in "**Exhibit A**".

1. Being that certain lease from the South Side Settlement House Foundation, aka the Southside Settlement House Foundation to Edward F. Kilbarger, dba Kilbarger Investments and being recorded in the Fairfield County Recorder's Office in Official Record 1204, Pages 0305-0308. ✓
2. Being that certain lease from The Women's Division of Christian Services of the Board of Missions and Church Extensions of the Methodist Church, aka Women's Division of Christian Services of the Board of Missions and Church Extension of the Methodist Church by and through its governing body, pursuant to authority of the Women's Division of the General Board of Global ministries of the United Methodist Church to Edward F. Kilbarger, dba Kilbarger Investments and being recorded in the Fairfield County Recorder's Office in Official Record 1204, Pages 0309-0312. ✓

02-6589

02-6590

This assignment is subject to all the terms and conditions of the herein described oil and gas leases, subject to royalties and/or overriding royalties as set out in the lease, and subject to overriding royalties, reservations, terms and conditions detailed in subsequent assignments.

Prior Reference: "Assignment of Oil and Gas Lease" by and between Kilbarger Investments, Inc. and Solid Rock Energy, Inc. recorded in OR 1359 at Page 1290, Fairfield County, Ohio.

This Assignment is executed September 27, 2004

SOLID ROCK ENERGY, INC.


 Jerry C. Olds, President

State of Ohio }
 County of Franklin } ss.

Corporate Acknowledgement

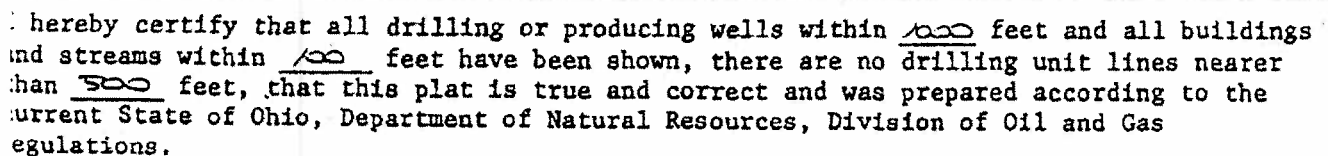
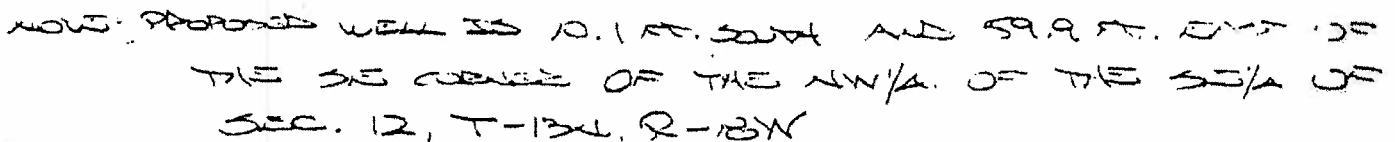
Before me, a Notary Public, in and for said County and State, personally appeared Jerry C. Olds, President of the above-named Solid Rock Energy, Inc., who acknowledged to me that he did sign the foregoing instrument and that same is the free act and deed of said Corporation and his free act and deed as such Officer, for the uses and purposes therein set forth.


 Notary Public



SUZANNE BECK
 Notary Public, State of Ohio
 My Commission Expires 12-02-08

This instrument prepared by: **JERRY C. OLDS**



NOTARY Donna R. Leach
 EXP. DATE _____ DONNA LEACH, Notary Public
 SUBDIVISION CIVIL TWP. _____ State of Ohio
 TWP. 13N My Commission Expires March 27, 2003
 RANGE 13W
 QUARTER TWP. _____
 SECTION 12 LOT _____
 TRACT _____
 ALLOTMENT _____
 FRACTION _____ OTHER _____
 ELEV. 930' DATE: 8-23-01