

**VILLAGE OF PERRY
RESOLUTION NO. 06-2025**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH R.A. GIBSON & ASSOCIATIES, INC.
TO TERMINATE RELEASE CURRENT OIL AND GAS LEASES AND TO CAP
AND REMOVE THE WELLS FROM THE CHAMPION FARMS PROPERTY
OWNED BY THE VILLAGE OF PERRY
AND DECLARING AN EMERGENCY**

WHEREAS, the Council of the Village of Perry, Lake County, Ohio is aware that oil and gas wells have been identified upon the Champion Farms property with the Village of Perry, and

WHEREAS, Council now desires to authorize the Mayor to take action to terminate and release all oil and gas wells and to have them capped and removed by R.A. Gibson & Associates, Inc.; and

WHEREAS, Council finds it to be in the best interests of the residents of the Village to authorize the Mayor to enter into an agreement with R.A. Gibson & Associates, Inc. under the terms and conditions as set forth in the attached agreement.

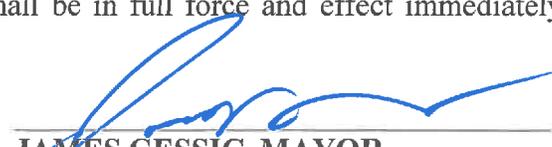
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, AND STATE OF OHIO, AS FOLLOWS:

Section 1. That the Mayor be, and is hereby, authorized and directed to enter into an Agreement with R.A. Gibson & Associates, Inc. to terminate and release all oil and gas wells and to have them capped and removed by R.A. Gibson & Associates, Inc. pursuant to the Ohio Revised Code as is more specifically set forth in the Agreement that is attached hereto as "Exhibit A" and made a part hereof as though fully rewritten herein,

Section 2. That all found actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to provide for the responsible management of the Village's affairs. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry.

WHEREFORE, this Resolution shall be in full force and effect immediately upon its passage by Council.



JAMES GESSIC, MAYOR

ADOPTED: February 13, 2025

ATTEST: John H. Roskos
JOHN H. ROSKOS, FISCAL OFFICER

FIRST READING 1/9/25
SECOND READING 1/23/25
THIRD READING 2/13/25

RICHARD P. STUART CO., LPA

Attorney At Law

158 Lear Road, Suite A
Avon Lake, Ohio 44012

(440) 930-2600

(440) 930-2602 Fax

June 12, 2025

Village of Perry
Mayor James Gessic
3758 Center Road
Perry, Ohio 44081

Re: Ronald A. Gibson & Associates, Inc.

Dear Honorable Gessic,

Enclosed please find copies of the following executed documents:

1. Agreement for Partial Release of Lease
2. Release of Certain Lands Subject to Oil and Gas Lease
3. Quit-Claim Deed
4. Escrow Agreement

Should you have any questions or require anything additionally, do not hesitate to contact me.

Very truly yours,



Richard P. Stuart

RPS/encl/jmz

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AGREEMENT FOR PARTIAL RELEASE OF LEASE

This Agreement for Partial Release of Lease ("**Agreement**") is entered into on this 31 day of May, 2025 ("**Effective Date**"), by and between the Village of Perry, Ohio ("**Village**") and Ronald A. Gibson & Associates, Inc., an Ohio Corporation ("**Gibson**").

WHEREAS, Gibson, as assignee, is the current lessee of the interest in and to a certain Oil and Gas Lease by and between Realty Energy Company, John F. Suster and James N. Oleff as Lessors and Partners Petroleum, Inc. as Lessee dated July 22, 1986 and recorded July 28, 1986 in Volume Official Record 230, Page 619 of the Lake County Records (as it may have been amended, the "**Lease**"), with Village, as successor lessor to certain parcels;

WHEREAS, Village owns or has the right to buy that certain real property which is located in The Village of Perry, in Lake County (the "**County**"), Ohio, containing approximately 162.6 acres of land and having Parcel Nos. 04-A-028-0-00-001-0, 04-A-036-0-00-001-0, 04-A-036-0-00-019-0, 04-A-036-0-00-020-0, 04-A-036-0-00-021-0 and 04-A-036-0-00-027-0 (collectively, as more particularly described on Exhibit "A-1", attached hereto, the "**Released Property**");

WHEREAS, the Lease encumbers portions of the Released Property and certain other adjacent real property including but not limited to (i) Parcel No. 04-A-027-0-00-004-0 currently owned by LCN Holdings Inc. ("**LCN**"), on which Realty Energy Co. #3 (defined below) is situated (as more particularly described on Exhibit "A-2", attached hereto, "**LCN Land**");

WHEREAS, pursuant to the Lease, five wells were drilled known as the "**Realty Energy Co. #1**" (API # 34085208700000), "**Realty Energy Co. #2**" (API # 34085208710000), "**Realty Energy Co. #3**" (API # 3408520882000), "**Realty Energy Co. #4**" (API#3408520883), and the "**Realty Energy #5**" (API#3408520884);

WHEREAS, Realty Energy Co. #4, and Realty Energy Co. #5 wellheads are situated on the surface of the Released Property, and have all of their respective twenty-acre drilling units within the boundaries of the Released Property;

WHEREAS, the Realty Energy Co. #3 wellhead is situated on the LCN Land but includes some of the Released Property within its twenty-acre drilling unit (Realty Energy Co. #3, Realty Energy Co. #4, and Realty Energy Co. #5 wellheads are each herein a "**Well**" and collectively the "**Wells**");

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WHEREAS, Newport Equities, LLC, a California limited liability company (“**Newport**”) is the intended purchaser of the Released Property, and a third-party beneficiary of this Agreement;

WHEREAS, Gibson and Village respectively desire to release and terminate the Lease as it relates to the Released Property;

WHEREAS, Gibson at its sole cost agrees to complete the Work (defined below), in accordance with all applicable Federal and state laws, codes, rules, orders, regulations, approvals, permits, inspections, procedures, warranties and indemnifications including without limitation Ohio Revised Code Chapter 1509, Ohio Administrative Code Chapter 1501:9-11, and the rules, regulations and procedures of the Ohio Department of Natural Resources (collectively, the “**Legal Requirements**”).

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, and with the above recitals being incorporated as a part of this Agreement, the parties hereby agree as follows:

1. Sale and Purchase of Termination and Release of Lease.

As of the Effective Date, Gibson shall deliver to Escrow Agent (as defined in the Escrow Agreement, “**Escrow Agent**”) the Escrow Agreement attached as Exhibit “D” (“**Escrow Agreement**”) and an original recordable partial release of the Lease as it relates to the Released Property, in the form and substance attached hereto as Exhibit “B” (the “**Partial Release**”), and an original quit claim deed in form and substance attached hereto as Exhibit “C” (the “**QCD**”), to be held by Escrow Agent pursuant to the Escrow Agreement. Further, pursuant to the terms of this Agreement, Gibson shall properly complete the Work (defined below) by the Completion Deadline (defined below).

As of the Effective Date, Village shall deliver to Escrow Agent the Escrow Agreement and the Funds (as defined in the Escrow Agreement, the “**Funds**”), with such Funds to be held and disbursed pursuant to the terms of the Escrow Agreement.

2. Termination Fee:

Village agrees to pay to Gibson the sum of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) (the “**Termination Fee**”) pursuant to Section 3 and Section 17 below.

3. Payment of Termination Fee:

Village agrees to pay Gibson the Termination Fee as follows:

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- (a) Within five (5) days after the Effective Date, the sum of Five Thousand Dollars (\$5,000.00) directly to Gibson as partial consideration for this Agreement which shall not be refundable to Village except upon a default by Gibson.
- (b) Within five (5) days of the Effective Date, the balance of Five Hundred Twenty Thousand Dollars (\$520,000.00) shall be deposited with Escrow Agent in escrow to be held and disbursed pursuant to the terms of the Escrow Agreement.

4. Representations:

Gibson represents and warrants to Village, and Newport, as applicable, that Gibson: (a) is the sole and exclusive owner of the Wells and the leasehold interest of lessee under the Lease, (b) has no right or interest in the Released Property, other than the Lease, (c) has full authority to execute this Agreement and no third party consent is required, (d) is competent to execute this Agreement, (e) has not previously amended and/or modified the Lease and/or extended the term of the Lease, nor sold, transferred, assigned, sublet or licensed any of its rights under the Lease and/or related to the Wells to any third party or person, (f) there are no existing defaults under the Lease, (g) there are no outstanding violations related to the Wells, (h) there are no agreements related to the Wells that affect the Released Property that will survive the Termination Date, and (i) it maintains and shall maintain during all relevant periods hereunder all required licenses, permits, bonds and insurance in order to own and operate the Wells and to perform the Work (defined below) and that it possesses the requisite skill, licenses and experience to properly complete the Work (defined below).

Village represents and warrants to Gibson that Village: (j) owns or has a right to acquire the Released Property; and (k) has full authority to execute this Agreement and it has obtained all necessary consents to enter into this Agreement.

5. The Work:

Commencing upon the Effective Date and continuing until complete, Gibson agrees to supervise and properly complete the proper plugging, capping and abandonment of Realty Energy Co. #3, Realty Energy Co. #4, and Realty Energy Co. #5 and to remove and haul away all associated pipelines, connections and equipment situated on the Released Property, all in accordance with all Legal Requirements, and the provisions of the Escrow Agreement (collectively, the "Work"). Gibson shall be solely responsible for all costs and liability associated with the Work (subject to Village's payment pursuant to Section 2 above), and compliance with all Legal Requirements, including without limitation the completion of all applicable ordinances, standards, procedures, applications, permits, and documents, including the Application for Permit to Plug and Abandon (Form 1P), Plugging Plan (Form 1-pp), Well Completion Record (Form #8), plats, and any other required supporting reports and documents and all fees and expenses associated therewith and as otherwise set forth in Section 17(a) below.

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6. Restoration of Property:

During the completion of the Work, Gibson shall keep the Released Property free from any accumulation of debris and waste materials. Upon completion of the Work, Gibson shall be responsible to remove all debris, waste, and surplus materials or rubbish remaining on the Released Property and shall restore the Released Property to its natural condition. However, Gibson shall not be responsible for removing or hauling away any trees or vegetation that must be cut in order to complete the Work, and Village agrees to execute and deliver to Gibson the Landowner Waiver (Form 5) indicating Village's waiver of the following reclamation items detailed in section 3 of such form for the Wells in the form attached hereto as **Exhibit G**:

- Establish vegetative coverage at the wellsite
- Disposal of trees and tree stumps
- Establish vegetative coverage on access road
- Other: Establish vegetative coverage above any removed pipelines.

7. Indemnification:

Gibson shall be solely responsible for the acts and omissions of Gibson's employees, contractors, subcontractors, and their agents and employees, and other persons performing the Work. Village, LCN, and Newport shall not have any liability for any of Gibson's employees, contractors, subcontractors, their agents or employees, or other persons performing portions of the Work. In addition, Gibson shall forever indemnify, defend and hold Village, LCN, and Newport (and their respective successors and assigns) and the Released Property harmless from any and all claims, demands, damages, costs, liabilities, expenses, fines, penalties, liens and judgments, including attorneys' fees, court costs and expert witness fees, and engineering fees, related in any way to any breach by Gibson of this Agreement (including without limitation any breach of any representation or warranty of Gibson), the use and/or operation of the Wells up to and through the Termination Date (defined below), the Work and/or any acts or omissions related in any way to the Work. In addition, Gibson shall pay and discharge any mechanic's or other monetary liens encumbering the Released Property and related in any way to the Work and/or claimed against Gibson or on Gibson's behalf. This section 7 shall forever survive any termination of this Agreement or the Termination Date (defined below) hereunder.

8. Insurance:

Gibson shall at its sole cost maintain general liability insurance in the amount of \$3,000,000.00 (which may be through a combination of a primary policy and umbrella policy) and shall also maintain workers compensation coverage in the minimum amounts required by Ohio law and automobile liability insurance coverage in the minimum amount of \$1,000,000.00 each, and any other coverages required by the Legal Requirements. Excess or umbrella coverage may be used

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to meet these levels of insurance. Gibson shall provide a certificate of insurance showing the required coverage, upon Village's request. Such coverage shall not be cancelled without Village's consent and Gibson agrees to provide Village at least thirty (30) days' notice prior to any changes in coverage of the required insurance.

9. Compliance with Legal Requirements:

Gibson shall at all times during the pendency of this Agreement, including during completion of the Work, at its sole cost comply with all Legal Requirements and all conditions and restrictions regarding the Released Property. Gibson agrees at its sole cost to properly handle, store, use or dispose of hazardous materials associated with the Wells and/or Work in compliance with the Legal Requirements.

10. Notices to be sent to:

GIBSON:

Ronald A. Gibson & Associates, Inc.
Attn. Ronald A. Gibson, P.E.
President, Registered Petroleum Engineer
32254 Country Club Drive
Avon Lake, Ohio 44012

With Copy to:

Atty. Nils Peter Johnson, Esq.
12 W. Main St.
Canfield, OH 44406

VILLAGE:

Village of Perry, Ohio
Mayor James Gessic
3758 Center Road
Perry, Ohio 44081

With a Copy to:

Newport Equities, LLC
c/o Kooperman Mentel Crossley Yaross
250 E. Town Street, Suite 200
Columbus Ohio 43215
Attn. Ryan Crossley, Esq.

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11. Entire Agreement:

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter, and there are no oral promises or other representations inducing its execution or qualifying its terms.

12. Amendment:

This Agreement may not be revised, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by both parties hereto and Newport.

13. Assignment/Third-party Beneficiary:

Neither party may assign or otherwise transfer, voluntarily or by operation of law, its rights or obligations under this Agreement. Gibson may not assign the obligation to complete the Work without Village and Newport's written consent, which shall not be unreasonably withheld provided however upon any such assignment Gibson shall not be released hereunder. The rights and benefit conferred hereunder to the Village shall run to Village's successors and assigns (including without limitation Newport and their successors and assigns). The parties hereto agree that Newport is a third-party beneficiary of this Agreement and that Newport shall have the right and option to enforce the terms of this Agreement as if it were a party to this Agreement.

14. Governing Law:

The laws of the State of Ohio shall govern the validity, performance, and enforcement of this Agreement.

15. Severability:

Each provision of this Agreement, and any portion thereof, shall be considered severable. If, for any reason, any provision or portion thereof is determined to be invalid or contrary to any applicable law, rule, or regulation by a court of law, the remaining provisions and unaffected portions thereof shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.

16. Authority:

The individuals signing this Agreement on behalf of Gibson and Village each individually represent and warrant their right, power and authority to do so on behalf of such respective party and agree that such signature is sufficient to legally bind such respective party to this Agreement.

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17. Completion of the Work, Payment and Termination Date:

Gibson shall commence the Work upon Village's deposit of the Funds, and thereafter diligently pursue proper completion of the Work and complete all of the Work no later than 270 days after the Effective Date (the "**Completion Deadline**"). The date that Gibson completes the Work shall be the "**Completion Date**". Within thirty (30) days after the Completion Date, Gibson shall deliver to Village and Escrow Agent the following for Village's approval, not to be unreasonably withheld (the following being the "**Completion Requirements**"):

- a) a copy of the applicable documentation evidencing completion of the Work in compliance with Legal Requirements and the Escrow Agreement (including a well plugging report with proof of final restoration for the Wells from the Ohio Department of Natural Resources in substantially the same form as the attached Exhibit "E" and any other completed permits and closure documentation);
- b) evidence of payment for such Work and a final unconditional lien waiver for such portion of the Work so completed, from all applicable contractors, in the form and substance attached hereto as Exhibit "F"; and

The date upon which Gibson satisfies all of the Completion Requirements shall be the "**Termination Date**". Within five (5) days after the Termination Date, Escrow Agent shall release to Gibson the balance of the Funds and simultaneously release to Village the Partial Release for countersignature by Village, and recording at Village's sole cost in the records of Lake County, Ohio.

Notwithstanding the foregoing to the contrary, upon the following terms Gibson shall at Gibson's option be entitled to receive from the Funds up to four (4) partial payments (i.e., one draw upon completion of the applicable Completion Requirements for each Well and a final draw upon the Termination Date, each a "**Draw Request(s)**") in an amount proportionate to the costs expended in completing such portion of the Work but with the first three Draw Requests respectively each not exceeding 25% of the Funds. Each Draw Request shall be submitted in writing to Village and Escrow Agent for approval, not to be unreasonably withheld, and shall include with respect to the (i) first three Draw Requests, the Completion Requirements set forth in Section 17(a) and 17(b) above, as applicable with respect to the portion of Work so completed, and the (ii) final Draw Request, presuming the other Completion Requirements are satisfied, instructions from Gibson to release to Village the Partial Release and QCD.

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In the event that Gibson does not complete the Completion Requirements by the Completion Date, Village shall have the rights and remedies set forth in Section 18 and 19 below, including without limitation the right to be reimbursed from the Funds for all costs incurred hereunder including the cost to complete the Work.

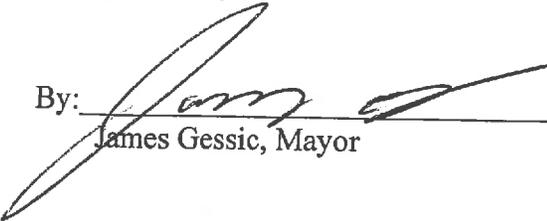
18. Default: In the event that Gibson breaches its obligations hereunder, which breach remains uncured ten (10) days after notice from Village, then Village shall be entitled to all rights and remedies available at law and in equity, including without limitation the right to pursue recovery for its actual damages plus reimbursement of attorneys' fees and court costs. In addition, Newport shall have the right, as a third-party beneficiary of the Agreement, to take assignment of Village's rights hereunder to specifically enforce the terms of this Agreement or to pursue claims for Newport's actual damages related to such breach by Gibson, plus reimbursement of attorneys' fees and court costs and including release to Village or Newport, as applicable, of the balance of the Funds. In the event Village breaches its obligations hereunder, which breach remains uncured ten (10) days after notice from Gibson, then Gibson shall be entitled to all rights and remedies available at law and in equity, including without limitation the right to pursue recovery for its actual damages plus reimbursement of attorneys' fees and court costs against Village.
19. Self-Help. In addition to the rights set forth in Section 18, if the Village reasonably believes that Gibson may not timely or properly complete the Work by the Completion Deadline, then the Village shall have the right to complete all or any portion of the Work on behalf of Gibson ("**Self Help Right**") on the following terms and conditions:
- a) Non-Performance Notice. The Village shall give written notice to Gibson, specifying the basis for the Village's reasonable determination that Gibson may not Complete the Work by the Completion Deadline (a "**Non-Performance Notice**").
 - b) Election Notice. If within ten (10) days after the date on which the Village delivers to Gibson a Non-Performance Notice, Gibson does not demonstrate to the Village's reasonable satisfaction that Gibson is diligently proceeding with the obligations which are the subject matter of the Non-Performance Notice, the Village may thereafter give Gibson a written notice (an "**Election Notice**") that the Village elects to perform all or any portion of the obligations as specified in such Election Notice (the "**Self Help Work**").
 - c) Village's Performance of the Self Help Work. Following the Village's delivery of an Election Notice, the Village or Newport may complete all or any portion of the applicable Self Help Work as set forth in the Election Notice, and all third party costs reasonably incurred and/or paid by the Village in completing the applicable Self Help Work, as evidenced by invoices and other documentation (including lien releases) reasonably requested by Gibson, shall be the responsibility of and shall be promptly

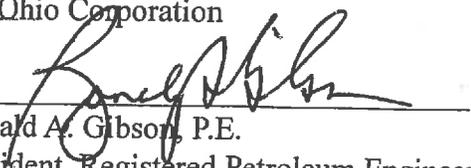
paid and/or reimbursed by Gibson, or reimbursed by Escrow Agent from the Funds, at the direction of the Village, not later than ten (10) days following Gibson's receipt of such invoices and reasonably requested documentation. All such amounts due but not timely paid by Gibson shall accrue interest at the rate of ten percent (10%) annually; and, such accrued interest shall be immediately due and payable by Gibson. The Village shall be entitled to pursue all remedies at law or in equity available to it for Gibson's failure to pay and/or reimburse the Village as provided above.

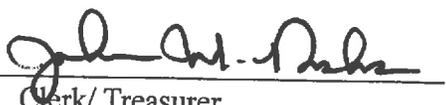
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

VILLAGE:
Village of Perry, Ohio

GIBSON:
Ronald A. Gibson & Associates, Inc.
An Ohio Corporation

By: 
James Gessic, Mayor

By: 
Ronald A. Gibson, P.E.
President, Registered Petroleum Engineer

By: 
Clerk/ Treasurer

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Exhibit "A-1"

Description of Released Property

ALL THAT CERTAIN LANDS SITUATE IN LOTS 66 & 67, VILLAGE OF PERRY, TOWNSHIP NUMBER 11 NORTH, RANGE VII WEST, IN THE CONNECTICUT WESTERN RESERVE SURVEY, COUNTY OF LAKE, STATE OF OHIO. A RESURVEY OF THE LANDS REMAINING TO BOARD OF EDUCATION OF THE PERRY LOCAL SCHOOL DISTRICT, AS RECORDED IN DOCUMENT NUMBER 2017R013975, (PPN 04-A-028-0-00-001-0, PPN 04-A-036-0-00-001-0, PPN 04-A-036-0-00-019-0, PPN 04-A-036-0-00-020-0, PPN 04-A-036-0-00-021-0 & PPN 04-A-036-0-00-027-0), IN THE OFFICE OF THE COUNTY RECORDER, FURTHER DESCRIBED.

BEGINNING AT A ¾" IRON PIPE FOUND (2' DOWN), TO MARK THE CENTERLINE INTERSECTION OF CENTER ROAD, (60 FEET WIDE), WITH THE CENTERLINE OF MANCHESTER ROAD, (60 FEET WIDE – PLAT VOLUME 56, PAGE 26), AND IN THE LINE COMMON TO LOTS 65 & 66, THENCE; THE FOLLOWING (26) COURSES AND DISTANCES: SOUTHEASTERLY, WITH THE CENTERLINE OF CENTER ROAD, AND WITH THE LINE COMMON TO LOTS 65 & 66, SOUTH 01°-00'-53" EAST, A DISTANCE OF 24.59 FEET TO MARK A POINT IN THE CENTERLINE OF CENTER ROAD, IN THE LINE COMMON TO LOTS 65 & 66, AND AT THE NORTHEAST CORNER OF LANDS TO M.R., JR & A.M. CHAMPION, AS RECORDED IN DOCUMENT NUMBER 2017R005916, (PPN 04-A-036-0-00-041-0).

THENCE; NORTHWESTERLY, WITH THE NORTH LINE OF SAID CHAMPION, (PPN 04-A-036-0-00-041-0), NORTH 89°-53'-10" WEST, (THRU A BOLT PIN FOUND AT 24.15 FEET), A TOTAL DISTANCE OF 718.21 FEET TO A CAPPED 5/8" IRON PIN FOUND "CRABBS" TO MARK A POINT AT THE NORTHWEST CORNER OF SAID CHAMPION, (PPN 04-A-036-0-00-041-0).

THENCE; SOUTHWESTERLY, WITH THE WEST LINE OF SAID CHAMPION, (PPN 04-A-036-0-00-041-0), WITH THE WEST LINE OF LANDS TO T.J. SR. & F.L. MORSE, TRUSTEES, AS RECORDED IN DOCUMENT NUMBER 2006R001204, (PPN 04-A-036-0-00-002-0), WITH THE WEST LINE OF LANDS TO PERRY BOARD OF EDUCATION, AS RECORDED IN DEED VOLUME 87, PAGE 256, (PPN 04-A-036-0-00-006-0), WITH THE WEST LINE OF LANDS TO VILLAGE OF PERRY, AS RECORDED IN DEED VOLUME 269, PAGE 171, (PPN 04-A-036-0-00-009-0), WITH THE WEST LINE OF LANDS TO PERRY LOCAL SCHOOLS, AS RECORDED IN DOCUMENT NUMBER 2003R065702, (PPN 04-A-036-0-00-038-0), AND WITH THE WEST LINE OF LANDS TO PERRY BOARD OF EDUCATION, AS RECORDED IN DEED VOLUME 71, PAGE 462, (PPN 04-A-036-0-00-022-0), SOUTH 01°-03'-11" WEST, (THRU A CAPPED 5/8" IRON PIN FOUND "CRABBS" AT 607.17 FEET), A TOTAL DISTANCE OF 1696.83 TO A ¾" IRON PIPE FOUND TO MARK A POINT IN THE WEST LINE OF SAID TO PERRY BOARD OF EDUCATION, (PPN 04-A-036-0-00-022-0), AND AT THE NORTHEAST CORNER OF LANDS TO D. BENTLEY, AS RECORDED IN DOCUMENT NUMBER 2020R017241, (PPN 04-A-036-0-00-010-0).

THENCE; NORTHWESTERLY, WITH THE NORTH LINE OF SAID BENTLEY, (PPN 04-A-036-0-00-010-0), WITH THE NORTH LINE OF LANDS TO L.G. SNYDER, AS RECORDED IN DOCUMENT NUMBER 2020R015718, (PPN 04-A-036-0-00-011-0), WITH THE NORTH LINE OF LANDS TO WHITE OWL PROPERTIES LLC, AS RECORDED IN DOCUMENT NUMBER 2024R014091, (PPN 04-A-036-0-00-018-0), WITH THE NORTH LINE OF LANDS TO WHITE OWL PROPERTIES LLC, AS RECORDED IN DOCUMENT NUMBER 2024R014091, (PPN 04-A-036-0-00-012-0), AND WITH THE NORTH LINE OF LANDS TO J. NICELY, AS RECORDED IN DOCUMENT NUMBER 2023R024411, (PPN 04-A-036-0-00-013-0), NORTH 66°-31'-37" WEST, A DISTANCE OF 406.06 FEET TO A ½" IRON PIPE FOUND TO MARK IN INTERIOR CORNER OF SAID NICELY, (PPN 04-A-036-0-00-013-0).

THENCE; NORTHEASTERLY, WITH THE EAST LINE OF SAID NICELY, (PPN 04-A-036-0-00-013-0), NORTH 10°-32'-57" EAST, A DISTANCE OF 164.30 FEET TO A ¾" IRON PIPE FOUND TO MARK A POINT AT THE NORTHEAST CORNER OF SAID NICELY, (PPN 04-A-036-0-00-013-0).

THENCE; NORTHWESTERLY, WITH THE NORTH LINE OF SAID NICELY, (PPN 04-A-036-0-00-013-0), NORTH 66°-32'-40" WEST, 102.54 FEET TO A ¾" IRON PIPE FOUND TO MARK AN ANGLE POINT IN THE NORTH LINE OF SAID NICELY, (PPN 04-A-036-0-00-013-0).

THENCE; NORTHWESTERLY, WITH THE NORTH LINE OF SAID NICELY, (PPN 04-A-036-0-00-013-0), AND WITH THE NORTH LINE OF LANDS TO PERRY PUBLIC LIBRARY, AS RECORDED IN DEED VOLUME 891, PAGE 130, (PPN 04-A-036-0-00-034-0), NORTH 88°-38'-45" WEST, A DISTANCE OF 398.84 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE NORTHWEST CORNER OF SAID PERRY PUBLIC LIBRARY, (PPN 04-A-036-0-00-034-0).

THENCE; SOUTHWESTERLY, WITH THE WEST LINE OF SAID PERRY PUBLIC LIBRARY, (PPN 04-A-036-0-00-034-0), SOUTH 00°-58'-48" EAST, A DISTANCE OF 111.38 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE SOUTHWEST CORNER OF SAID PERRY PUBLIC LIBRARY, (PPN 04-A-036-0-00-034-0), AND IN THE NORTH LINE OF LANDS TO PERRY PUBLIC LIBRARY, AS RECORDED IN DOCUMENT NUMBER 2004R045928, (PPN 04-A-036-0-00-025-0).

THENCE; SOUTHWESTERLY, WITH THE NORTH LINE OF SAID PERRY PUBLIC LIBRARY (PPN 04-A-036-0-00-025-0), SOUTH 89°-09'-12" WEST, A DISTANCE OF 20.64 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE NORTHWEST CORNER OF SAID PERRY PUBLIC LIBRARY (PPN 04-A-036-0-00-025-0).

THENCE; SOUTHEASTERLY, WITH THE WEST LINE OF SAID PERRY PUBLIC LIBRARY (PPN 04-A-036-0-00-025-0), SOUTH 02°-00'-53" EAST, (THRU A CAPPED 1" IRON PIN FOUND "CAP ILLEGIBLE" AT 191.73 FEET), A TOTAL DISTANCE OF 220.06 FEET TO MARK A POINT IN THE CENTERLINE OF MAIN STREET, (60 FEET WIDE), AND AT THE SOUTHWEST CORNER OF SAID PERRY PUBLIC LIBRARY (PPN 04-A-036-0-00-025-0).

THENCE; SOUTHWESTERLY, WITH THE CENTERLINE OF MAIN STREET, SOUTH 89°-06'-40" WEST, A DISTANCE OF 697.98 FEET TO MARK A POINT IN THE CENTERLINE OF MAIN STREET, IN THE LINE COMMON TO LOTS 66 & 67, AND AT THE SOUTHEAST CORNER OF LANDS A.M. CABERA, AS RECORDED IN DOCUMENT NUMBER 2017R002473, (PPN 04-A-028-0-00-002-0).

THENCE; NORTHWESTERLY, WITH THE LINE COMMON TO LOTS 66 & 67, AND WITH THE EAST LINE OF SAID CABERA, (PPN 04-A-028-0-00-002-0), NORTH 01°-20'-13" WEST, (THRU A ½" IRON PIPE FOUND AT 29.98 FEET), A TOTAL DISTANCE OF 435.67 FEET TO A ½" IRON PIPE FOUND TO MARK A POINT IN THE LINE COMMON TO LOTS 66 & 67, AND AT THE NORTHEAST CORNER OF SAID CABERA, (PPN 04-A-028-0-00-002-0).

THENCE; SOUTHWESTERLY, WITH THE NORTH LINE OF SAID CABERA, (PPN 04-A-028-0-00-002-0), SOUTH 89°-07'-10" WEST, A DISTANCE OF 199.89 FEET TO A ½" IRON PIPE FOUND "BENT" TO MARK A POINT AT THE NORTHWEST CORNER OF SAID CABERA, (PPN 04-A-028-0-00-002-0).

THENCE; SOUTHEASTERLY, WITH THE WEST LINE OF SAID CABERA, (PPN 04-A-028-0-00-002-0), SOUTH 01°-23'-23" EAST, (THRU A ½" IRON PIN FOUND AT 121.83 FEET), A TOTAL DISTANCE OF 132.72 FEET TO MARK A POINT IN THE WEST LINE OF SAID CABERA, (PPN 04-A-028-0-00-002-0), AND AT THE NORTHEAST CORNER OF LANDS TO R.J. & C.M. CLIFFORD, AS RECORDED IN DOCUMENT NUMBER 1992R1040215, (PPN 04-A-028-0-00-010-0).

THENCE; SOUTHWESTERLY, WITH THE NORTH LINE OF SAID CABERA, (PPN 04-A-028-0-00-002-0), WITH THE NORTH LINE OF LANDS TO R.J. & C.M. CLIFFORD, AS RECORDED IN DOCUMENT NUMBER 1992R1040215, (PPN 04-A-028-0-00-010-0), WITH THE NORTH LINE OF LANDS TO P.A. & S.C. GIANNELL, AS RECORDED IN DEED VOLUME 733, PAGE 128, (PPN 04-A-028-0-00-013-0), WITH THE NORTH LINE OF LANDS TO A.R. SEGHEITTI, AS RECORDED IN DOCUMENT NUMBER 2020R026933, (PPN 04-A-028-0-00-012-0), WITH THE NORTH LINE OF LANDS TO J.L. & K.L. EDMUNDSON, AS RECORDED IN DEED VOLUME 748, PAGE 227, (PPN 04-A-028-0-00-011-0), WITH THE NORTH LINE OF LANDS TO D.R. & E.F. CROSS, AS RECORDED IN DEED VOLUME 706, PAGE 444, (PPN 04-A-028-0-00-014-0), WITH THE NORTH LINE OF LANDS TO L.M. & A.A. FATICA, AS RECORDED IN DOCUMENT NUMBER 2017R004485, (PPN 04-A-028-0-00-007-0), WITH THE NORTH LINE OF LANDS R. & K.L. SUNDY, AS RECORDED IN DOCUMENT NUMBER 2001R032019, (PPN 04-A-028-0-00-005-0), WITH THE NORTH LINE OF LANDS TO S.W. & K.M. MILLER, AS RECORDED IN DOCUMENT NUMBER 2013R024516, (PPN 04-A-028-0-00-009-0), WITH THE NORTH LINE OF LANDS TO M.W. & M.D. COLE, AS RECORDED IN DOCUMENT NUMBER 2006R048602, (PPN 04-A-028-0-00-006-0), WITH THE NORTH LINE OF LANDS TO A.M. & K.M. KEOUGH, AS RECORDED IN DOCUMENT NUMBER 2015R015106, (PPN 04-A-028-0-00-008-0), WITH THE NORTH LINE OF LANDS TO A.M. & K.M. KEOUGH, AS RECORDED IN DOCUMENT NUMBER

2015R015106, (PPN 04-A-028-0-00-003-0), WITH THE NORTH LINE OF LANDS TO M. MACKEY TRUSTEE, AS RECORDED IN DOCUMENT NUMBER 2020R021421, (PPN 04-A-028-0-00-004-0), SOUTH 89°-06'-03" WEST, (THRU A 5/8" IRON PIN FOUND AT 448.34 FEET, THRU A CAPPED 5/8" IRON PINS FOUND "COFFMAN" AT 551.13 FEET, 666.09 FEET, 785.92 FEET, 901.20 FEET, AND 1016.03 FEET), A TOTAL DISTANCE OF 1498.05 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE CORNER COMMON TO PERRY VILLAGE AND PERRY TOWNSHIP, AT THE NORTHWEST CORNER OF SAID MACKEY TRUSTEE, (PPN 04-A-028-0-00-004-0), AT THE NORTHEAST CORNER OF LANDS TO M.S. EISENHART, AS RECORDED IN DOCUMENT NUMBER 2018R020466, (PPN 03-A-028-0-00-005-0), AND AT THE SOUTHEAST CORNER OF LANDS TO LCN HOLDINGS INC, AS RECORDED IN DOCUMENT NUMBER 2009R009059, (PPN 04-A-027-0-00-003-0).

THENCE; NORTHWESTERLY, WITH THE EAST LINE OF SAID LCN HOLDINGS INC, (PPN 04-A-027-0-00-003-0), NORTH 00°-54'-40" WEST, A DISTANCE OF 916.20 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE NORTHEAST CORNER OF SAID LCN HOLDINGS INC, (PPN 04-A-027-0-00-003-0), AND IN THE SOUTH LINE OF LANDS TO LCN HOLDINGS INC, AS RECORDED IN DOCUMENT NUMBER 2009R009059, (PPN 04-A-027-0-00-004-0).

THENCE; NORTHEASTERLY, WITH THE SOUTH LINE OF SAID LCN HOLDINGS INC, (PPN 04-A-027-0-00-004-0), NORTH 88°-55'-38" EAST, A DISTANCE OF 754.70 FEET TO A 1" X 2" STONE MONUMENT FOUND TO MARK A POINT AT THE SOUTHEAST CORNER OF LCN HOLDINGS INC, (PPN 04-A-027-0-00-004-0).

THENCE; NORTHWESTERLY, WITH THE EAST LINE OF SAID LCN HOLDINGS INC, (PPN 04-A-027-0-00-004-0), NORTH 00°-52'-19" WEST, A DISTANCE OF 1456.94 FEET TO A 1/2" IRON PIN FOUND IN A PUMP LOG TO MARK A POINT IN THE LINE COMMON TO PERRY TOWNSHIP – LOT 77 & PERRY VILLAGE – LOT 67, AT THE NORTHEAST CORNER OF SAID LCN HOLDINGS INC, (PPN 04-A-027-0-00-004-0), AND IN THE SOUTH LINE OF LANDS TO F.D. & C.A. SQUARE, AS RECORDED IN DEED VOLUME 1081, PAGE 26, (PPN 03-A-029-0-00-005-0).

THENCE; NORTHEASTERLY, WITH THE LINE COMMON TO PERRY TOWNSHIP – LOT 77 & PERRY VILLAGE – LOT 67, WITH THE SOUTH LINE OF SAID SQUARE, (PPN 03-A-029-0-00-005-0), AND WITH THE NEWLY CREATED LINE, NORTH 89°-19'-37" EAST, (THRU A CAPPED 5/8" IRON PIN FOUND "CAP ILLEGIBLE" AT 570.20 FEET), A TOTAL DISTANCE OF 1353.00 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT IN THE LINE COMMON TO PERRY TOWNSHIP – LOT 77 & PERRY VILLAGE – LOT 67, AT THE SOUTHWEST CORNER OF LANDS TO PERRY TOWNSHIP BOARD OF TRUSTEES, AS RECORDED IN DOCUMENT NUMBER 2000R036973, (PPN 03-A-037-0-00-019-0), AND AT THE NORTHWEST CORNER OF LANDS TO PERRY TOWNSHIP BOARD OF TRUSTEES, AS RECORDED IN DOCUMENT NUMBER 2000R036973, (PPN 04-A-036-0-00-040-0).

THENCE; SOUTHEASTERLY, WITH THE WEST LINE OF SAID PERRY TOWNSHIP BOARD OF TRUSTEES, (PPN 04-A-036-0-00-040-0), SOUTH 01°-07'-24" EAST, A DISTANCE OF 168.56 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE SOUTHWEST CORNER OF SAID PERRY TOWNSHIP BOARD OF TRUSTEES, (PPN 04-A-036-0-00-040-0).

THENCE; NORTHEASTERLY, WITH THE SOUTH LINE OF SAID PERRY TOWNSHIP BOARD OF TRUSTEES, (PPN 04-A-036-0-00-040-0), NORTH 88°-44'-30" EAST, A DISTANCE OF 1606.85 TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE SOUTHEAST CORNER OF SAID PERRY TOWNSHIP BOARD OF TRUSTEES, (PPN 04-A-036-0-00-040-0), AND IN THE WEST LINE PERRY TOWNSHIP BOARD OF TRUSTEES, AS RECORDED IN DEED VOLUME 541, PAGE 764, (PPN 04-A-036-0-00-035-0).

THENCE; SOUTHEASTERLY, WITH THE WEST LINE OF SAID LINE PERRY TOWNSHIP BOARD OF TRUSTEES, (PPN 04-A-036-0-00-035-0), WITH THE WEST LINE OF LANDS TO PERRY café LLC, AS RECORDED IN DOCUMENT NUMBER 2021R0444549, (PPN 04-A-036-0-00-031-0), AND WITH THE WEST LINE OF LANDS TO R. W. DAME, AS RECORDED IN DOCUMENT NUMBER 2004R052047, (PPN 04-A-036-0-00-039-0), SOUTH 01'-08"-13" EAST, (THRU A 5/8" IRON PIN FOUND AT 523.48 FEET), A TOTAL DISTANCE OF 673.44 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE SOUTHWEST CORNER OF SAID DAME, (PPN 04-A-036-0-00-039-0), AND IN THE NORTH LINE OF LANDS TO VILLAGE OF PERRY, AS RECORDED IN DEED VOLUME 798, PAGE 1083, (PPN 04-A-036-0-00-030-0).

THENCE; SOUTHWESTERLY, WITH THE NORTH LINE OF SAID VILLAGE OF PERRY, (PPN 04-A-036-0-00-030-0), SOUTH 89'-25"-08" WEST, A DISTANCE OF 270.00 FEET TO A CAPPED 5/8" IRON PIN FOUND "CRABBS" TO MARK A POINT AT THE NORTHWEST CORNER OF SAID VILLAGE OF PERRY, (PPN 04-A-036-0-00-030-0).

THENCE; SOUTHEASTERLY, WITH THE WEST LINE OF SAID VILLAGE OF PERRY, (PPN 04-A-036-0-00-030-0), SOUTH 00'-56"-05" EAST, A DISTANCE OF 150.84 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE SOUTHWEST CORNER OF SAID VILLAGE OF PERRY, (PPN 04-A-036-0-00-030-0).

THENCE; SOUTHEASTERLY, WITH THE SOUTH LINE OF SAID VILLAGE OF PERRY, (PPN 04-A-036-0-00-030-0), SOUTH 89'-58"-04" EAST, (THRU A 5/8" IRON PIN FOUND AT 546.58 FEET), A TOTAL DISTANCE OF 570.85 FEET TO MARK A POINT IN THE CENTERLINE OF CENTER ROAD, IN THE LINE COMMON TO LOTS 65 & 66, AND AT THE SOUTHEAST CORNER OF SAID VILLAGE OF PERRY, (PPN 04-A-036-0-00-030-0).

THENCE; SOUTHEASTERLY, WITH THE CENTERLINE OF CENTER ROAD, AND WITH THE LINE COMMON TO LOTS 65 & 66, SOUTH 01'-00"-53" EAST, A DISTANCE OF 30.14 FEET TO THE POINT AND PLACE OF BEGINNING, SAID LAND CONTAINING 163.5334 ACRES, (WITH 0.0377 ACRES IN THE RIGHT OF WAY OF CENTER ROAD, AND 0.4806 ACRES IN THE RIGHT OF WAY OF MAIN STREET), BUT SUBJECT TO ALL HIGHWAYS

AND EASEMENTS, AS SURVEYED AND DESCRIBED IN AUGUST & SEPTEMBER 2024, AS ILLUSTRATED ON A CERTAIN MAP RECORDED IN THE OFFICE OF THE LAKE COUNTY ENGINEER, BY TIMOTHY E. STOCKER, P.S. 7245 CR'BBS' SURVEYING ORDER 9942. BASIS OF BEARINGS ARE TO AN ASSUMED MERIDIAN ALONG THE CENTERLINE OF CENTER ROAD, NORTH 01°-00"-53" WEST.

THE INTENT OF THIS DESCRIPTION IS TO DESCRIBE LANDS REMAINING TO BOARD OF EDUCATION OF THE PERRY LOCAL SCHOOL DISTRICT, AS RECORDED IN DOCUMENT NUMBER 2017R013975, (PPN 04-A-028-0-00-001-0, PPN 04-A-036-0-00-001-0, PPN 04-A-036-0-00-019-0, PPN 04-A-036-0-00-020-0, PPN 04-A-036-0-00-021-0 & PPN 04-A-036-0-00-027-0).

ALL IRON PINS SET ARE "5/8" " 30" REBAR WITH "AP "CRABBS "245".

PPN 04-A-028-0-00-001-0, PPN 04-A-036-0-00-001-0, PPN 04-A-036-0-00-019-0, PPN 04-A-036-0-00-020-0, PPN 04-A-036-0-00-021-0 & PPN 04-A-036-0-00-027-0

Exhibit "A-2"
Description of LCN Land

Being permanent parcel number 04-A-027-0-00-004-0, situated in Perry Township, Lake County, Ohio, and as included in the description of the "Sustar Farm" in the following legal description featured in 2009 R00 9059 of Lake County, Ohio records, itself describing permanent parcel numbers 04-A-027-0-00-001-0, 04-A-027-0-00-002-0, 04-A-027-0-00-003-0, and 04-A-027-0-00-004-0.

SUSTAR FARM: Parcel No. 5
Permanent Parcel No. 4-A-27-1, 2, 3, and 4

Reviewed by: MAP Date 3/27/01
Lake County Engineer's Tax Map Office

All that certain lands situate in Lots 57, 58, 67 and 68 in Village of Perry Township Number 11 North, Range VII West, in the Connecticut Western Reserve Survey, County of Lake, State of Ohio. A resurvey of the lands to The Lake County Nursery, Inc., as recorded in Volume 571 Page 110 in the office of the County Recorder, further described.

Beginning at a point to mark the Southeast corner of lands to William and Josephine Grof, as recorded in Volume 833 Page 241 in the centerline of Narrows Road (60 feet wide), said point being located from the centerline intersection of the line common to Lots 58 and 57, in the centerline of Narrows Road, South 61 deg. 08' 43" West, a distance of 888.82 feet.

thence; the following (12) courses and distances, North 03 deg. 16' 33" East (thru capped 5/8" iron pin found "Crabbs" at 35.05 feet), along the East line of said Grof, a total distance of 582.69 feet to capped 5/8" iron pin found "Crabbs" to mark a point at the Northeast corner thereof in the South line of lands to A. and A. Beaudoin, as recorded in Deed Volume 60, Page 875.

thence; North 61 deg. 08' 16" East, along the South line of Beaudoin, a distance of 257.05 feet to a 5/8" Iron pin found to mark a point at the Southeast corner thereof.

thence; North 01 deg. 07' 11" East, along the East line of Beaudoin, and the East line of The Perrywood Subdivision No. 2, as recorded in Plat Volume N Page 78 (thru a 5/8" pin in concrete found at 800.54 feet), a total distance of 1354.47 feet to a capped 5/8" iron pin set to mark a

point at the South corner of lands to the Estate of A. Shepard, as recorded in Volume 822 Page 89.

thence; South 88 deg. 39' 55" East, along the South line of Shepard, a distance of 444.58 feet to a capped 5/8" iron pin set to mark a point at the Southeast corner thereof.

thence; North 01 deg. 19' 12" East, along the East line of Shepard (thru a 5/8" pin in concrete found at 254.07 feet) and along the East line of The Perrywood Subdivision Number 1, as recorded in Plat Volume K Page 91, a total distance of 1455.35 feet to a capped 5/8" iron pin set to mark a point at the corner common of Lots 67, 68, 77 and 78.

thence; South 88 deg. 42' 14" East (thru 3/4" iron pipes found at 420.45 and 698.87 feet), along the South line of Lot 77, a total distance of 1403.96 feet to a stone pumplog found to mark a point in the village and township corporation line, in the South line of lands to O. and G. Ledford, as recorded in Deed Volume 815 Page 15.

thence; South 01 deg. 33' 38" West, along the line common to the Village and Township of Perry, a distance of 1457.20 feet to a stone found to mark a point.

thence, North 88 deg. 38' 15" West, along said corporation line, a distance of 754.47 feet to a 5/8" iron pin found to mark a point in said corporation line.

thence; South 01 deg. 31' 15" West, along the village and township corporation line, a distance of 916.22 feet to a 5/8" iron pin found to mark a point at the Northeast corner of lands to Charles and Suzanne Eisenhart, as recorded in Deed Volume 20 Page 335.

thence; North 86 deg. 59' 18" West, along the North line to said Eisenhart, a distance of 344.40 feet to a 5/8" iron pin found to mark a point at the Northwest corner of said Eisenhart.

thence; South 02 deg. 30' 49" West (thru a 5/8" pin found at 490.93 feet), along the West line of lands to said Charles and Suzanne Eisenhart, a total distance of 598.04 feet to mark a point in the centerline of Narrows Road.

thence; South 61 deg. 08' 43" West, along the centerline of Narrows Road, a distance of 1116.69 feet to the point and place of beginning. Said land containing 86.0069 acres total, with 0.2449 acres in Lot 57, 4.7028 acres in Lot 58, 64.3895 acres in Lot 67, and 16.6697 acres in Lot 68. As surveyed and described in April 2001 by Timothy E. Stocker, P.S. 7245, Crabbs' Surveying Order 2739. Basis of bearings are to an assumed meridian along the centerline of Narrows Road, South 61 deg. 08' 43" West.

Description Approved

Reviewed by: WAO

Date: 5/27/09

Exhibit "B"
(Partial Release)

COPY

RELEASE OF CERTAIN LANDS SUBJECT TO OIL AND GAS LEASE

This Release of Certain Lands Subject to Oil and Gas Lease ("Agreement") is made and entered into as of this 4th day of JUNE 2025, by and between Village of Perry ("Owner"), and Ronald A. Gibson & Associates, Inc., an Ohio Corporation ("Gibson").

WITNESSETH:

WHEREAS, Owner, as the successor to Realty Energy Company, John F. Suster and James N. Oleff, (as to certain parcels that are subject to the Lease, as defined below) and Gibson, as successor to Partners Petroleum, Inc. are successors in certain interests described in an oil and gas lease dated July 22, 1986 and recorded July 28, 1986 in Volume Official Record 230, Page 619 of the Lake County Records covering 163 acres (as it may have been amended, the "Lease").

WHEREAS, the Lease encumbers certain real property which is located in The Village of Perry, in Lake County, Ohio, containing approximately 161.425 acres of land, and having Parcel Nos. 04-A-027-0-00-010, 04-A-027-0-00-002-0, 04-A-027-0-00-003-0, 04-A-027-0-00-004-0, 04-A-028-0-00-001-0, 04-A-028-0-00-008-0, 04-A-028-0-00-006-0, 04-A-028-0-00-009-0, 04-A-028-0-00-005-0, 04-A-028-0-00-007-0, 04-A-028-0-00-007-0, 04-A-028-0-00-014-0, 04-A-028-0-00-011-0, 04-A-028-0-00-012-0, 04-A-028-0-00-013-0, and 04-A-028-0-00-010-0;

WHEREAS, Owner owns, or has the right to buy certain real property which is located in the Village of Perry, in Lake County, Ohio, containing approximately 162.6 acres of land, and having Parcel Nos. 04-A-028-0-00-001-0, 04-A-036-0-00-001-0, 04-A-036-0-00-019-0, 04-A-036-0-00-020-0, 04-A-036-0-00-021-0 and 04-A-036-0-00-027-0 (collectively, as more particularly described on Exhibit "A-1", attached hereto, the "**Released Property**");

WHEREAS, Owner and Gibson desire to cancel and terminate the Lease as it may relate to the Released Property only, upon the terms and conditions, as set forth below;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

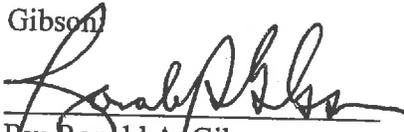
1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Capitalized Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning set forth in the Lease.

3. Termination of Lease and Effect. In consideration of mutual consideration paid and received pursuant to a separate Agreement for Partial Release of Lease, Owner and Gibson hereby agree that the Lease is hereby canceled, terminated and released effective as of 31st day of MAY 2025 (the "**Termination Date**") with respect to the Released Property only. With respect to the Released Property only, the Lease shall terminate as of the Termination Date, and neither Owner nor Gibson shall have any further rights, duties, liabilities or obligations accruing thereafter thereunder, or to each other in connection with the Released Property or the Lease other than as set forth in that certain Agreement for Termination and Release of Lease.
4. Gibson's obligations. Through the Termination Date, Gibson shall continue to pay and perform all obligations under the Lease. In addition, all of Gibson's indemnifications under the Lease concerning Gibson's use and occupancy of the Released Property shall forever survive the Termination Date. This provision shall forever survive the termination of the Lease.
5. Non-Waiver. Except as expressly provided for herein, Owner and Gibson each hereby agrees that nothing contained in this Agreement shall be deemed or construed to waive or to modify or amend the terms of the Lease, all of which are by this reference hereby restated in their entirety.
6. Miscellaneous.
- (a) In the event of a conflict between the terms of the Lease and this Agreement, the terms of this Agreement shall control.
 - (b) The Lease and this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, representatives and assigns.
 - (c) Gibson represents and warrants to Owner that it has obtained all necessary consents and approvals (including any required third-party approvals including without limitation the consent of any current lender or franchisor) with respect to this Agreement.
 - (d) Gibson represents and warrants to Owner that it has authority to enter this Agreement and perform the obligations hereunder, and no additional consent or approval is required for the enforceability of this Agreement, and there are no brokers or agents involved with this Agreement and Gibson indemnifies Owner as to all claims, damages, and losses, including without limitation all attorneys' fees and other legal costs arising from the failure of this representation and warranty.
 - (e) The individuals signing this Agreement on behalf of Owner and Gibson each individually represent and warrant their right, power and authority to do so on behalf of their respective entity and agree that such signature is sufficient to legally bind such respective entity to this Agreement.

COPY

- (f) If any clause or provision of this Agreement or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective, the intention of the parties hereto is that the remaining parts of this Agreement and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.
- (g) This Agreement shall be governed under the laws of the State in which the Released Property is located.
- (h) This Agreement may be executed in any number of counterparts and any of such counterparts may be transmitted electronically (including by e-mail), and each of such counterparts, whether an original or an electronic copy of an original, will be deemed to be an original and all of such counterparts together will constitute a single agreement, each of which shall together constitute one and the same instrument.
- (i) For the avoidance of doubt, this Agreement in no way is intended to release or impair Gibson's ownership and rights in the Lease as to real property which is not a part of the Released Property.

This Release is signed by Gibson and Owner as of the date of the acknowledgment below.

Gibson

 By: Ronald A. Gibson 6-04-2025
 For: Ronald A. Gibson & Associates, Inc.
 As: President

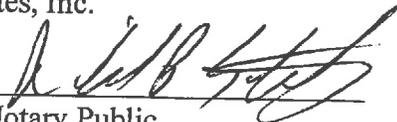
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ACKNOWLEDGEMENT

State of Ohio

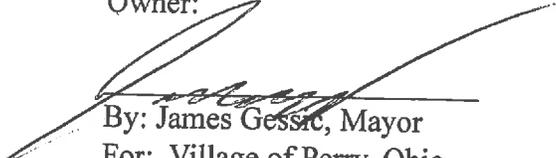
County of Lorain

The foregoing instrument was acknowledged before me this 7 day of JUNE, 2025 by Ronald A. Gibson, President of Ronald A. Gibson & Associates, Inc.


 Notary Public

RICHARD P. STUART, ATTORNEY
 NOTARY PUBLIC - STATE OF OHIO
 My commission has no expiration date
 Section 147.03 R.C.

Owner:



By: James Gessic, Mayor
For: Village of Perry, Ohio

6/2/2025



By: John H. Roskos
Its: Clerk / Treasurer
For: Village of Perry, Ohio

6/2/2025

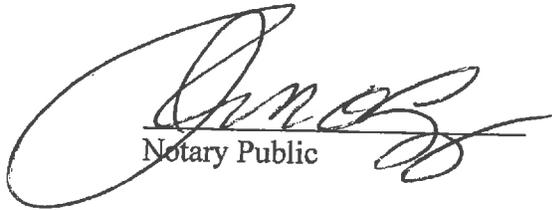
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ACKNOWLEDGEMENT

State of Ohio

County of Lake

The foregoing instrument was acknowledged before me this 2ND day of June, 2025 by James Gessic, Mayor and John H. Roskos, Clerk/Treasurer of the Village of Perry, Ohio.


Notary Public

This instrument prepared by:
Johnson & Johnson Law Office
12 W. Main St.
Canfield, OH 44406

JAMES R. O'LEARY, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Ohio Revised Code Sec. 147.03 & 147.0

EXHIBIT A to Partial Release
(legal description for Released Property, to be confirmed by Title)

ALL THAT CERTAIN LANDS SITUATE IN LOTS 66 & 67, VILLAGE OF PERRY, TOWNSHIP NUMBER 11 NORTH, RANGE VII WEST, IN THE CONNECTICUT WESTERN RESERVE SURVEY, COUNTY OF LAKE, STATE OF OHIO. A RESURVEY OF THE LANDS REMAINING TO BOARD OF EDUCATION OF THE PERRY LOCAL SCHOOL DISTRICT, AS RECORDED IN DOCUMENT NUMBER 2017R013975, (PPN 04-A-028-0-00-001-0, PPN 04-A-036-0-00-001-0, PPN 04-A-036-0-00-019-0, PPN 04-A-036-0-00-020-0, PPN 04-A-036-0-00-021-0 & PPN 04-A-036-0-00-027-0), IN THE OFFICE OF THE COUNTY RECORDER, FURTHER DESCRIBED.

BEGINNING AT A $\frac{3}{4}$ " IRON PIPE FOUND (2' DOWN), TO MARK THE CENTERLINE INTERSECTION OF CENTER ROAD, (60 FEET WIDE), WITH THE CENTERLINE OF MANCHESTER ROAD, (60 FEET WIDE - PLAT VOLUME 56, PAGE 26), AND IN THE LINE COMMON TO LOTS 65 & 66, THENCE; THE FOLLOWING (26) COURSES AND DISTANCES: SOUTHEASTERLY, WITH THE CENTERLINE OF CENTER ROAD, AND WITH THE LINE COMMON TO LOTS 65 & 66, SOUTH $01^{\circ}-00'-53''$ EAST, A DISTANCE OF 24.59 FEET TO MARK A POINT IN THE CENTERLINE OF CENTER ROAD, IN THE LINE COMMON TO LOTS 65 & 66, AND AT THE NORTHEAST CORNER OF LANDS TO M.R., JR & A.M. CHAMPION, AS RECORDED IN DOCUMENT NUMBER 2017R005916, (PPN 04-A-036-0-00-041-0).

THENCE; NORTHWESTERLY, WITH THE NORTH LINE OF SAID CHAMPION, (PPN 04-A-036-0-00-041-0), NORTH $89^{\circ}-53'-10''$ WEST, (THRU A BOLT PIN FOUND AT 24.15 FEET), A TOTAL DISTANCE OF 718.21 FEET TO A CAPPED $\frac{5}{8}$ " IRON PIN FOUND "CRABBS" TO MARK A POINT AT THE NORTHWEST CORNER OF SAID CHAMPION, (PPN 04-A-036-0-00-041-0).

THENCE; SOUTHWESTERLY, WITH THE WEST LINE OF SAID CHAMPION, (PPN 04-A-036-0-00-041-0), WITH THE WEST LINE OF LANDS TO T.J. SR. & F.L. MORSE, TRUSTEES, AS RECORDED IN DOCUMENT NUMBER 2006R001204, (PPN 04-A-036-0-00-002-0), WITH THE WEST LINE OF LANDS TO PERRY BOARD OF EDUCATION, AS RECORDED IN DEED VOLUME 87, PAGE 256, (PPN 04-A-036-0-00-006-0), WITH THE WEST LINE OF LANDS TO VILLAGE OF PERRY, AS RECORDED IN DEED VOLUME 269, PAGE 171, (PPN 04-A-036-0-00-009-0), WITH THE WEST LINE OF LANDS TO PERRY LOCAL SCHOOLS, AS RECORDED IN DOCUMENT NUMBER 2003R065702, (PPN 04-A-036-0-00-038-0), AND WITH THE WEST LINE OF LANDS TO PERRY BOARD OF EDUCATION, AS RECORDED IN DEED VOLUME 71, PAGE 462, (PPN 04-A-036-0-00-022-0), SOUTH $01^{\circ}-03'-11''$ WEST, (THRU A CAPPED $\frac{5}{8}$ " IRON PIN FOUND "CRABBS" AT 607.17 FEET), A TOTAL DISTANCE OF 1696.83 TO A $\frac{3}{4}$ " IRON PIPE FOUND TO MARK A POINT IN THE WEST LINE OF SAID TO PERRY BOARD OF EDUCATION, (PPN 04-A-036-

0-00-022-0), AND AT THE NORTHEAST CORNER OF LANDS TO D. BENTLEY, AS RECORDED IN DOCUMENT NUMBER 2020R017241, (PPN 04-A-036-0-00-010-0).

THENCE; NORTHWESTERLY, WITH THE NORTH LINE OF SAID BENTLEY, (PPN 04-A-036-0-00-010-0), WITH THE NORTH LINE OF LANDS TO L.G. SNYDER, AS RECORDED IN DOCUMENT NUMBER 2020R015718, (PPN 04-A-036-0-00-011-0), WITH THE NORTH LINE OF LANDS TO WHITE OWL PROPERTIES LLC, AS RECORDED IN DOCUMENT NUMBER 2024R014091, (PPN 04-A-036-0-00-018-0), WITH THE NORTH LINE OF LANDS TO WHITE OWL PROPERTIES LLC, AS RECORDED IN DOCUMENT NUMBER 2024R014091, (PPN 04-A-036-0-00-012-0), AND WITH THE NORTH LINE OF LANDS TO J. NICELY, AS RECORDED IN DOCUMENT NUMBER 2023R024411, (PPN 04-A-036-0-00-013-0), NORTH 66°-31'-37" WEST, A DISTANCE OF 406.06 FEET TO A ½" IRON PIPE FOUND TO MARK IN INTERIOR CORNER OF SAID NICELY, (PPN 04-A-036-0-00-013-0).

THENCE; NORTHEASTERLY, WITH THE EAST LINE OF SAID NICELY, (PPN 04-A-036-0-00-013-0), NORTH 10°-32'-57" EAST, A DISTANCE OF 164.30 FEET TO A ¾" IRON PIPE FOUND TO MARK A POINT AT THE NORTHEAST CORNER OF SAID NICELY, (PPN 04-A-036-0-00-013-0).

THENCE; NORTHWESTERLY, WITH THE NORTH LINE OF SAID NICELY, (PPN 04-A-036-0-00-013-0), NORTH 66°-32'-40" WEST, 102.54 FEET TO A ¾" IRON PIPE FOUND TO MARK AN ANGLE POINT IN THE NORTH LINE OF SAID NICELY, (PPN 04-A-036-0-00-013-0).

THENCE; NORTHWESTERLY, WITH THE NORTH LINE OF SAID NICELY, (PPN 04-A-036-0-00-013-0), AND WITH THE NORTH LINE OF LANDS TO PERRY PUBLIC LIBRARY, AS RECORDED IN DEED VOLUME 891, PAGE 130, (PPN 04-A-036-0-00-034-0), NORTH 88°-38'-45" WEST, A DISTANCE OF 398.84 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE NORTHWEST CORNER OF SAID PERRY PUBLIC LIBRARY, (PPN 04-A-036-0-00-034-0).

THENCE; SOUTHWESTERLY, WITH THE WEST LINE OF SAID PERRY PUBLIC LIBRARY, (PPN 04-A-036-0-00-034-0), SOUTH 00°-58'-48" EAST, A DISTANCE OF 111.38 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE SOUTHWEST CORNER OF SAID PERRY PUBLIC LIBRARY, (PPN 04-A-036-0-00-034-0), AND IN THE NORTH LINE OF LANDS TO PERRY PUBLIC LIBRARY, AS RECORDED IN DOCUMENT NUMBER 2004R045928, (PPN 04-A-036-0-00-025-0).

THENCE; SOUTHWESTERLY, WITH THE NORTH LINE OF SAID PERRY PUBLIC LIBRARY (PPN 04-A-036-0-00-025-0), SOUTH 89°-09'-12" WEST, A DISTANCE OF 20.64 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE NORTHWEST CORNER OF SAID PERRY PUBLIC LIBRARY (PPN 04-A-036-0-00-025-0).

THENCE; SOUTHEASTERLY, WITH THE WEST LINE OF SAID PERRY PUBLIC LIBRARY (PPN 04-A-036-0-00-025-0), SOUTH 02°-00'-53" EAST, (THRU A CAPPED 1" IRON PIN

FOUND "CAP ILLEGIBLE" AT 191.73 FEET), A TOTAL DISTANCE OF 220.06 FEET TO MARK A POINT IN THE CENTERLINE OF MAIN STREET, (60 FEET WIDE), AND AT THE SOUTHWEST CORNER OF SAID PERRY PUBLIC LIBRARY (PPN 04-A-036-0-00-025-0).

THENCE; SOUTHWESTERLY, WITH THE CENTERLINE OF MAIN STREET, SOUTH 89°-06'-40" WEST, A DISTANCE OF 697.98 FEET TO MARK A POINT IN THE CENTERLINE OF MAIN STREET, IN THE LINE COMMON TO LOTS 66 & 67, AND AT THE SOUTHEAST CORNER OF LANDS A.M. CABERA, AS RECORDED IN DOCUMENT NUMBER 2017R002473, (PPN 04-A-028-0-00-002-0).

THENCE; NORTHWESTERLY, WITH THE LINE COMMON TO LOTS 66 & 67, AND WITH THE EAST LINE OF SAID CABERA, (PPN 04-A-028-0-00-002-0), NORTH 01°-20'-13" WEST, (THRU A ½" IRON PIPE FOUND AT 29.98 FEET), A TOTAL DISTANCE OF 435.67 FEET TO A ½" IRON PIPE FOUND TO MARK A POINT IN THE LINE COMMON TO LOTS 66 & 67, AND AT THE NORTHEAST CORNER OF SAID CABERA, (PPN 04-A-028-0-00-002-0).

THENCE; SOUTHWESTERLY, WITH THE NORTH LINE OF SAID CABERA, (PPN 04-A-028-0-00-002-0), SOUTH 89°-07'-10" WEST, A DISTANCE OF 199.89 FEET TO A ½" IRON PIPE FOUND "BENT" TO MARK A POINT AT THE NORTHWEST CORNER OF SAID CABERA, (PPN 04-A-028-0-00-002-0).

THENCE; SOUTHEASTERLY, WITH THE WEST LINE OF SAID CABERA, (PPN 04-A-028-0-00-002-0), SOUTH 01°-23'-23" EAST, (THRU A ½" IRON PIN FOUND AT 121.83 FEET), A TOTAL DISTANCE OF 132.72 FEET TO MARK A POINT IN THE WEST LINE OF SAID CABERA, (PPN 04-A-028-0-00-002-0), AND AT THE NORTHEAST CORNER OF LANDS TO R.J. & C.M. CLIFFORD, AS RECORDED IN DOCUMENT NUMBER 1992R1040215, (PPN 04-A-028-0-00-010-0).

THENCE; SOUTHWESTERLY, WITH THE NORTH LINE OF SAID CABERA, (PPN 04-A-028-0-00-002-0), WITH THE NORTH LINE OF LANDS TO R.J. & C.M. CLIFFORD, AS RECORDED IN DOCUMENT NUMBER 1992R1040215, (PPN 04-A-028-0-00-010-0), WITH THE NORTH LINE OF LANDS TO P.A. & S.C. GIANNELL, AS RECORDED IN DEED VOLUME 733, PAGE 128, (PPN 04-A-028-0-00-013-0), WITH THE NORTH LINE OF LANDS TO A.R. SEGHETTI, AS RECORDED IN DOCUMENT NUMBER 2020R026933, (PPN 04-A-028-0-00-012-0), WITH THE NORTH LINE OF LANDS TO J.L. & K.L. EDMUNDSON, AS RECORDED IN DEED VOLUME 748, PAGE 227, (PPN 04-A-028-0-00-011-0), WITH THE NORTH LINE OF LANDS TO D.R. & E.F. CROSS, AS RECORDED IN DEED VOLUME 706, PAGE 444, (PPN 04-A-028-0-00-014-0), WITH THE NORTH LINE OF LANDS TO L.M. & A.A. FATICA, AS RECORDED IN DOCUMENT NUMBER 2017R004485, (PPN 04-A-028-0-00-007-0), WITH THE NORTH LINE OF LANDS R. & K.L. SUNDY, AS RECORDED IN DOCUMENT NUMBER 2001R032019, (PPN 04-A-028-0-00-005-0), WITH THE NORTH LINE OF LANDS TO S.W. & K.M. MILLER, AS RECORDED IN DOCUMENT NUMBER 2013R024516, (PPN 04-A-028-0-00-009-0), WITH THE NORTH LINE OF LANDS TO M.W. & M.D. COLE, AS RECORDED IN DOCUMENT NUMBER 2006R048602, (PPN 04-A-028-0-

00-006-0), WITH THE NORTH LINE OF LANDS TO A.M. & K.M. KEOUGH, AS RECORDED IN DOCUMENT NUMBER 2015R015106, (PPN 04-A-028-0-00-008-0), WITH THE NORTH LINE OF LANDS TO A.M. & K.M. KEOUGH, AS RECORDED IN DOCUMENT NUMBER 2015R015106, (PPN 04-A-028-0-00-003-0), WITH THE NORTH LINE OF LANDS TO M. MACKEY TRUSTEE, AS RECORDED IN DOCUMENT NUMBER 2020R021421, (PPN 04-A-028-0-00-004-0), SOUTH 89°-06'-03" WEST, (THRU A 5/8" IRON PIN FOUND AT 448.34 FEET, THRU A CAPPED 5/8" IRON PINS FOUND "COFFMAN" AT 551.13 FEET, 666.09 FEET, 785.92 FEET, 901.20 FEET, AND 1016.03 FEET), A TOTAL DISTANCE OF 1498.05 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE CORNER COMMON TO PERRY VILLAGE AND PERRY TOWNSHIP, AT THE NORTHWEST CORNER OF SAID MACKEY TRUSTEE, (PPN 04-A-028-0-00-004-0), AT THE NORTHEAST CORNER OF LANDS TO M.S. EISENHART, AS RECORDED IN DOCUMENT NUMBER 2018R020466, (PPN 03-A-028-0-00-005-0), AND AT THE SOUTHEAST CORNER OF LANDS TO LCN HOLDINGS INC, AS RECORDED IN DOCUMENT NUMBER 2009R009059, (PPN 04-A-027-0-00-003-0).

THENCE; NORTHWESTERLY, WITH THE EAST LINE OF SAID LCN HOLDINGS INC, (PPN 04-A-027-0-00-003-0), NORTH 00°-54'-40" WEST, A DISTANCE OF 916.20 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE NORTHEAST CORNER OF SAID LCN HOLDINGS INC, (PPN 04-A-027-0-00-003-0), AND IN THE SOUTH LINE OF LANDS TO LCN HOLDINGS INC, AS RECORDED IN DOCUMENT NUMBER 2009R009059, (PPN 04-A-027-0-00-004-0).

THENCE; NORTHEASTERLY, WITH THE SOUTH LINE OF SAID LCN HOLDINGS INC, (PPN 04-A-027-0-00-004-0), NORTH 88°-55'-38" EAST, A DISTANCE OF 754.70 FEET TO A 1" X 2" STONE MONUMENT FOUND TO MARK A POINT AT THE SOUTHEAST CORNER OF LCN HOLDINGS INC, (PPN 04-A-027-0-00-004-0).

THENCE; NORTHWESTERLY, WITH THE EAST LINE OF SAID LCN HOLDINGS INC, (PPN 04-A-027-0-00-004-0), NORTH 00°-52'-19" WEST, A DISTANCE OF 1456.94 FEET TO A 1/2" IRON PIN FOUND IN A PUMP LOG TO MARK A POINT IN THE LINE COMMON TO PERRY TOWNSHIP – LOT 77 & PERRY VILLAGE – LOT 67, AT THE NORTHEAST CORNER OF SAID LCN HOLDINGS INC, (PPN 04-A-027-0-00-004-0), AND IN THE SOUTH LINE OF LANDS TO F.D. & C.A. SQUARE, AS RECORDED IN DEED VOLUME 1081, PAGE 26, (PPN 03-A-029-0-00-005-0).

THENCE; NORTHEASTERLY, WITH THE LINE COMMON TO PERRY TOWNSHIP – LOT 77 & PERRY VILLAGE – LOT 67, WITH THE SOUTH LINE OF SAID SQUARE, (PPN 03-A-029-0-00-005-0), AND WITH THE NEWLY CREATED LINE, NORTH 89°-19'-37" EAST, (THRU A CAPPED 5/8" IRON PIN FOUND "CAP ILLEGIBLE" AT 570.20 FEET), A TOTAL DISTANCE OF 1353.00 FEET TO A CAPPED 5/8" IRON PIN SET TO MARK A POINT IN THE LINE COMMON TO PERRY TOWNSHIP – LOT 77 & PERRY VILLAGE – LOT 67, AT THE SOUTHWEST CORNER OF LANDS TO PERRY TOWNSHIP BOARD OF TRUSTEES, AS RECORDED IN DOCUMENT NUMBER 2000R036973, (PPN 03-A-037-0-00-019-0), AND AT THE NORTHWEST CORNER OF LANDS TO PERRY TOWNSHIP BOARD OF

TRUSTEES, AS RECORDED IN DOCUMENT NUMBER 2000R036973, (PPN 04-A-036-0-00-040-0).

THENCE; SOUTHEASTERLY, WITH THE WEST LINE OF SAID PERRY TOWNSHIP BOARD OF TRUSTEES, (PPN 04-A-036-0-00-040-0), SOUTH 01°-07'-24" EAST, A DISTANCE OF 168.56 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE SOUTHWEST CORNER OF SAID PERRY TOWNSHIP BOARD OF TRUSTEES, (PPN 04-A-036-0-00-040-0).

THENCE; NORTHEASTERLY, WITH THE SOUTH LINE OF SAID PERRY TOWNSHIP BOARD OF TRUSTEES, (PPN 04-A-036-0-00-040-0), NORTH 88°-44'-30" EAST, A DISTANCE OF 1606.85 TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE SOUTHEAST CORNER OF SAID PERRY TOWNSHIP BOARD OF TRUSTEES, (PPN 04-A-036-0-00-040-0), AND IN THE WEST LINE PERRY TOWNSHIP BOARD OF TRUSTEES, AS RECORDED IN DEED VOLUME 541, PAGE 764, (PPN 04-A-036-0-00-035-0).

THENCE; SOUTHEASTERLY, WITH THE WEST LINE OF SAID LINE PERRY TOWNSHIP BOARD OF TRUSTEES, (PPN 04-A-036-0-00-035-0), WITH THE WEST LINE OF LANDS TO PERRY café LLC, AS RECORDED IN DOCUMENT NUMBER 2021R0444549, (PPN 04-A-036-0-00-031-0), AND WITH THE WEST LINE OF LANDS TO R.W. DAME, AS RECORDED IN DOCUMENT NUMBER 2004R052047, (PPN 04-A-036-0-00-039-0), SOUTH 01'-08"-13" EAST, (THRU A 5/8" IRON PIN FOUND AT 523.48 FEET), A TOTAL DISTANCE OF 673.44 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE SOUTHWEST CORNER OF SAID DAME, (PPN 04-A-036-0-00-039-0), AND IN THE NORTH LINE OF LANDS TO VILLAGE OF PERRY, AS RECORDED IN DEED VOLUME 798, PAGE 1083, (PPN 04-A-036-0-00-030-0).

THENCE; SOUTHWESTERLY, WITH THE NORTH LINE OF SAID VILLAGE OF PERRY, (PPN 04-A-036-0-00-030-0), SOUTH 89'-25"-08" WEST, A DISTANCE OF 270.00 FEET TO A CAPPED 5/8" IRON PIN FOUND "CRABBS" TO MARK A POINT AT THE NORTHWEST CORNER OF SAID VILLAGE OF PERRY, (PPN 04-A-036-0-00-030-0).

THENCE; SOUTHEASTERLY, WITH THE WEST LINE OF SAID VILLAGE OF PERRY, (PPN 04-A-036-0-00-030-0), SOUTH 00'-56"-05" EAST, A DISTANCE OF 150.84 FEET TO A 5/8" IRON PIN FOUND TO MARK A POINT AT THE SOUTHWEST CORNER OF SAID VILLAGE OF PERRY, (PPN 04-A-036-0-00-030-0).

THENCE; SOUTHEASTERLY, WITH THE SOUTH LINE OF SAID VILLAGE OF PERRY, (PPN 04-A-036-0-00-030-0), SOUTH 89'-58"-04" EAST, (THRU A 5/8" IRON PIN FOUND AT 546.58 FEET), A TOTAL DISTANCE OF 570.85 FEET TO MARK A POINT IN THE CENTERLINE OF CENTER ROAD, IN THE LINE COMMON TO LOTS 65 & 66, AND AT THE SOUTHEAST CORNER OF SAID VILLAGE OF PERRY, (PPN 04-A-036-0-00-030-0).

THENCE; SOUTHEASTERLY, WITH THE CENTERLINE OF CENTER ROAD, AND WITH THE LINE COMMON TO LOTS 65 & 66, SOUTH 01'-00"-53" EAST, A DISTANCE OF 30.14

FEET TO THE POINT AND PLACE OF BEGINNING, SAID LAND CONTAINING 163.5334 ACRES, (WITH 0.0377 ACRES IN THE RIGHT OF WAY OF CENTER ROAD, AND 0.4806 ACRES IN THE RIGHT OF WAY OF MAIN STREET), BUT SUBJECT TO ALL HIGHWAYS AND EASEMENTS, AS SURVEYED AND DESCRIBED IN AUGUST & SEPTEMBER 2024, AS ILLUSTRATED ON A CERTAIN MAP RECORDED IN THE OFFICE OF THE LAKE COUNTY ENGINEER, BY TIMOTHY E. STOCKER, P.S. 7245 CR'BBS' SURVEYING ORDER 9942. BASIS OF BEARINGS ARE TO AN ASSUMED MERIDIAN ALONG THE CENTERLINE OF CENTER ROAD, NORTH 01°-00"-53" WEST.

THE INTENT OF THIS DESCRIPTION IS TO DESCRIBE LANDS REMAINING TO BOARD OF EDUCATION OF THE PERRY LOCAL SCHOOL DISTRICT, AS RECORDED IN DOCUMENT NUMBER 2017R013975, (PPN 04-A-028-0-00-001-0, PPN 04-A-036-0-00-001-0, PPN 04-A-036-0-00-019-0, PPN 04-A-036-0-00-020-0, PPN 04-A-036-0-00-021-0 & PPN 04-A-036-0-00-027-0).

ALL IRON PINS SET ARE "5/8" " 30" REBAR WITH "AP "CRABBS "245".

PPN 04-A-028-0-00-001-0, PPN 04-A-036-0-00-001-0, PPN 04-A-036-0-00-019-0, PPN 04-A-036-0-00-020-0, PPN 04-A-036-0-00-021-0 & PPN 04-A-036-0-00-027-0

Exhibit "C"
QCD

COPY

QUIT-CLAIM DEED

Ronald A. Gibson & Associates, Inc., an Ohio Corporation of 32254 Country Club Drive, Avon Lake, Ohio 44012 ("Grantor"), grants, quitclaims and conveys to The Village of Perry, Ohio of 3758 Center Road, Perry, Ohio 44081 ("Grantee"), all of its rights, title and interest in the real property described on attached **Exhibit A, if any**:

Tax Parcel Number: 04-A-028-0-00-001-0; 04-A-036-0-00-001-0;
04-A-036-0-00-019-0; 04-A-036-0-00-020-0;
04-A-036-0-00-021-0; and, 04-A-036-0-00-027-0.

Prior Instrument References: The Oil and Gas Lease by and between Realty Energy Company, John F. Sustar and James N. Oleff as Lessors and Partners Petroleum, Inc. as Lessee and dated July 22, 1986 and recorded July 28, 1986 in Official Record Volume 230, Page 619 of the Lake County Records

TO HAVE AND TO HOLD, the Property, together with all privileges and appurtenances thereunto belonging to Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Quit-Claim Deed to be executed by its duly authorized representative as of the date of the acknowledgment below.

Grantor:

Ronald A. Gibson & Associates, Inc.
An Ohio corporation

By: _____



Name: Ronald A. Gibson

Title: President

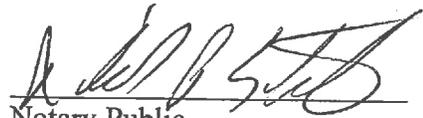
Date: _____

6-04-2025

State of Ohio

County of Lorain

The foregoing instrument was acknowledged before me this 4TH day of JUNE, 2025 by Ronald A. Gibson, President of Ronald A. Gibson & Associates, Inc., an Ohio Corporation, on behalf of the corporation.



Notary Public

My commission expires _____

COPY

RICHARD P. STUART, ATTORNEY
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

COPY

Exhibit "D"
Escrow Agreement

ESCROW AGREEMENT

THIS AGREEMENT (the "Escrow Agreement"), is entered into by and between the Village of Perry, Ohio ("Village") and Ronald A. Gibson & Associates, Inc. ("Gibson") and Richard P. Stuart Co LPA ("Escrow Agent").

WHEREAS, Escrow Agent has been requested by the parties to hold "in escrow," and Escrow Agent has agreed to hold in escrow in furtherance of a certain Agreement for Partial Release of Lease between Village and Gibson (the "Agreement for Partial Release of Lease", attached as **Exhibit A**) the sum of five hundred twenty thousand dollars (\$520,000.00) as well as a fully executed, ~~recordable~~ Partial Release (as defined in the Agreement for Partial Release of Lease) and Quit Claim Deed (the "QCD") (as defined in the Agreement for Partial Release of Lease.)

NOW, THEREFORE, in consideration of the covenants and commitments herein contained, the parties agree as follows:

- JAR A
BAS
1. Deposit of Funds: Village hereby deposits with the Escrow Agent the sum of five hundred twenty thousand dollars (\$520,000.00) (the "Funds"). Escrow Agent acknowledges receipt of the Funds and agrees to hold the same in an escrow account in a financial institution chosen by Escrow Agent pursuant to the terms of this Agreement.
 2. Deposit of Partial Release. Gibson hereby deposits with the Escrow Agent an original of that certain Partial Release and QCD each executed and notarized by Gibson. Escrow Agent acknowledges receipt of the Partial Release and QCD and agrees to hold the same in escrow pursuant to the terms of this Agreement
 3. Purpose of Escrow: Payment for completion of the Work pursuant to the Agreement for Partial Release of Lease and release of the Partial Release and QCD.
 4. Disbursement of Funds: Escrow Agent shall release to Gibson the Funds, and to Village the Partial Release and QCD, all in accordance with the terms and conditions of Sections 17, 18 and 19 of the Agreement, as applicable.
 5. Escrow Fee: An escrow fee in the amount of one hundred dollars \$100.00 will be paid by Gibson. Payment of the fee shall be made at the time of the final escrow payment being issued to Gibson.

COPY

6. Deposit of Funds: Village agrees to provide Escrow Agent with a taxpayer's ID and sign any other forms necessary to set up the account with the chosen financial institution. Village will deposit funds to Escrow Agent at the following address:
Richard P. Stuart Co LPA at 158 Lear Rd, Suite A, Avon Lake, Ohio 44012. Gibson agrees to provide to Village Gibson's taxpayer ID and will sign any other forms necessary to receive payment of the Funds.
7. Liability: The parties agree that Escrow Agent shall have no liability under this Escrow Agreement except to account for the Funds as specified herein. Without limiting the generality of the foregoing, Escrow Agent shall not be liable for any loss or damage resulting from any of the following:
 - a) Legal effect of any instrument exchanged by the parties hereto.
 - b) Any default, error, action or omission of any other party.
 - c) The expiration of any time limit or other delay, unless such time limit was known to Escrow Agent, Escrow Agent was obligated to comply therewith, and such loss is solely caused by failure of Escrow agent to proceed in its ordinary course of business.
 - d) Any good faith act or forbearance by Escrow Agent.
 - e) Any loss or impairment of the Funds deposited in escrow in the course of collection or while on deposit with a trust company, bank, savings bank or savings association resulting from failure, insolvency or suspension of such institution or while in transit by wire transfer or otherwise.
 - f) Escrow Agent complying with any and all legal process, writs, orders, judgments and decrees of any court, whether issued with or without jurisdiction, and whether or not subsequently vacated, modified, set aside or reversed.
 - g) Escrow Agent asserting or failing to assert any cause of action or defense in any judicial administrative, or other proceeding either in the interest of itself or any other party or parties.
8. Release of Escrow Agent. Upon disbursement of all Funds and delivery of the Partial Release and QCD, Escrow Agent shall be relieved of all further liability and responsibility in connection with the Escrow Agreement or this escrow.

Time Limit: In the event that the Escrow Agent has not received notice that Gibson has satisfied the Completion Requirements on or before two hundred seventy (270) days from the Effective Date (as defined in the Agreement for Partial Release of Lease), and if Village has not exercised its rights of setoff pursuant to the Agreement for Partial Release of Lease, or if at such date and time disbursement and delivery cannot be made in accordance with Paragraph 4 because of a good faith dispute between the parties, then Escrow Agent shall be entitled to either, in its sole and absolute discretion, interplead the Funds and the Partial Release as described in Paragraph 12 herein, or continue to hold the Funds and Partial Release until receipt of written instructions from the parties.

COPY

9. Release: The parties agree that Escrow Agent shall have no liability under this Escrow Agreement except to account for the Funds and possession of the Partial Release as provided herein, and the endorsement, acceptance, or negotiation of such Funds and delivery of the Partial Release shall constitute a full and complete release by such party of the Escrow Agent from any and all liability of any kind or nature whatsoever in connection with this Escrow Agreement or the escrow.
10. Indemnity: The parties hereby jointly and severally agree to release, hold harmless and indemnify the Escrow Agent from and against any liability, cost or expense, including attorney fees and court costs, incurred by it in connection with any arbitration or court action, or any act taken within the scope of this Escrow Agreement or any failure to act, unless due to the negligence or misconduct of the Escrow Agent, or its failure to comply with the terms of this Escrow Agreement.

In furtherance, and not in limitation of the foregoing, the parties agree as follows, which agreement shall survive the disbursement of the Partial Release and all Funds in the escrow account: (i) the parties shall not hold Escrow Agent responsible in any manner for, and Village shall reimburse and indemnify the Escrow Agent for and hold Escrow Agent harmless against, any loss or expense arising out of, or in connection with Escrow Agent's acceptance of or Escrow Agent's performance of its duties hereunder as well as the reasonable costs and expenses of defending against any claim or liability arising out of, relating to this Escrow Agreement; and (ii) the parties shall not hold Escrow Agent liable for any error in judgment or for any act done or omitted by Escrow Agent in good faith or for any mistake in fact or law or for anything which Escrow Agent does or refrains from doing in connection with this Escrow Agreement.
11. Termination of Liability: Upon disbursement of all Funds and delivery of the Partial Release, Escrow Agent shall be relieved of all further liability and responsibility in connection with the Escrow Agreement or this escrow.
12. Interpleader: In the event any demand is made upon Escrow Agent concerning this Escrow Agreement, the Funds, or the Partial Release, or at any time, for any cause, or for no cause, Escrow Agent, at its election and in its sole discretion, may cause the Funds and the Partial Release to be delivered to a court of competent jurisdiction to determine the rights of Village and Gibson, or to interplead Village and Gibson by an action brought in any such court. Deposit by Escrow Agent into such court of the Funds and the Partial Release shall relieve Escrow Agent of all further liability and responsibility in connection with this Escrow Agreement and the escrow.
13. Misc. The parties acknowledge that they are aware that the Federal Deposit Insurance Corporation ("FDIC") coverage applies only to the maximum amount currently guaranteed by the FDIC for each individual depositor. Escrow Agent assumes no liability or responsibility for any loss occurring which arises from the fact that the amount for any individual depositor's accounts exceed the maximum amount currently guaranteed by the FDIC and the excess amount is not insured by the FDIC. The Village

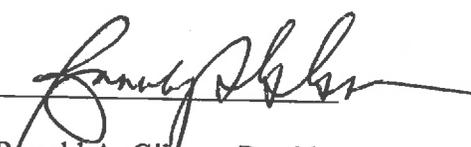
and Gibson further acknowledge that the Escrow Agent assumes no liability or responsibility for bank failure, bank holidays or delay in paying said sum or any portion thereof due to bank or governmental regulation or any delay in transfer through the wire transfer system.

14. Counterparts and Electronic Copies: This Escrow Agreement may be executed in counterparts and shall be binding on the parties notwithstanding that all parties have not signed the same counterpart. Also, an electronic copy of an executed counterpart shall be binding on all parties.

Village of Perry, Ohio

Ronald A. Gibson & Associates, Inc.

Signed: 

Signed: 

Printed: James Gessic, Mayor

Printed: Ronald A. Gibson, President

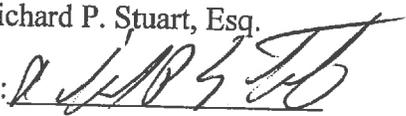
Date: 5/31/2025

Date: 5/31/2025

Richard P. Stuart Co LPA (Escrow Agent)
158 Lear Rd, Suite A
Avon Lake, Ohio 44012

COPY

By: Richard P. Stuart, Esq.

Signed: 

Printed: RICHARD P. STUART

Date: 6/4/25

Exhibit "E"
Example Well Plugging Report

Plug Report

API Well Number:

34-043-6-0033-00-00

Well Owner:	<u>36767 Novotny Sharon A.</u>	Permit Issued:	_____
Lease Name:	<u>Chris Bende</u>	Date Completed:	_____
County:	<u>ERIE</u>	Well No.:	<u>1</u>
Township:	<u>VERMILION</u>	Plug_Start:	<u>3/18/2025</u>
Driller:	_____	Plug_End:	<u>3/18/2025</u>
Status:	<u>PA</u>	PlugBack:	_____
Plugging Company:	<u>GIBSON R.A. & ASSOCIATES</u>	Duration:	<u>4</u>
Cement Manufacturer:	_____	DNR Notified?:	<u>Yes</u>
Cement Contractor:	<u>OTHER</u>	Reason for Plugging:	<u>Incap. of Prod./Inj.</u>
Clay Company:	_____	Plug Description:	<u>Cement</u>
Footage Calls:	_____	Clay/Cement Tickets Rec:	<u>Yes</u>
Plug Back Frm:	_____	PlugBackDepth:	<u>0</u>
		PluggingTotalDepth:	<u>435</u>

Comment: **This well was discovered when the property went up for sale and developer located well in old water cistern. Plugging contractor drained water from cistern and baled well dry. No pressure was observed on the well. Installed 3.5 yards of 9 Sack grout until well was full. Checked well after 3 days of the well being plugged and well showed no signs of leakage. Plugging operator installed proper steel ID plate and cistern was left by landowner waiver to protect well when proper is later developed.**

Plug Details

PLUG TYP Density Tons Cla GEL_VISC

INTERVAL_BOT INTERVAL_TOP Weight Stat CLASS_CMT

Demntd Dt Bot Top Sacks Notification Failed Wit

MTN_C Inspector

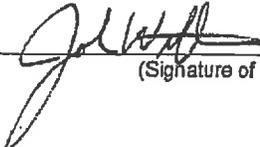
Spacer Type VISCOSITY SPACER_WEIGHT: CIRCULATION

DISPLACEMENT_VO CEMENT_ADDITIVES:

CMT_CONTRACTOR

COMMNT **Well was baled dry and cemented well from total depth to surface.**

The Inspector's signature below attests that he/she accurately recorded information pertaining to the plugging operation actually witnessed, and by the information provided on the dates and times listed above. The inspector's signature does not imply that the owner/operator has successfully plugged the well bore in compliance with the objectives stated in Section 1501:9-11-03 or 4101:10-1-02 of the Ohio Administrative Code, or that plugging materials for untested plug(s) actually remained across the intervals that they were intended to seal.



(Signature of Inspector)

03/18/2025
Date Plugging Completed

OWNER AFFIDAVIT

By signing this affidavit, you are swearing or affirming that the information it contains is true and accurate.

_____, after being first duly cautioned and sworn, state that I have personal knowledge of all the facts contained in this Affidavit, that I am competent to testify to the matters stated herein, and that the following are true to the best of my knowledge and belief:

1. That I am the owner or operator agent who placed plugging material in the well referenced in this plugging report;
2. That the attached clay or cement tickets, affidavits, and/or bill of lading are the actual records for such materials used to plug the well referenced in this report; and
3. That I have read this plugging report, and the plugging materials were properly placed at the depths indicated on this plugging report in accordance with Chapter 1509 of Ohio Revised Code, Section 4101:10 et seq. of the Ohio Administrative Code and/or 1501:9-11-01 et seq. of the Ohio Administrative Code;

Further Affiant sayeth naught.

In testimony whereof, I have herewith subscribed my name this _____ day of _____, 19____.

1 / 1
Date Plugging Completed

Signature of Owner or Operator Agent

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 19____

Notary Public Signature

This report shall be submitted to the ODNR Division of Oil and Gas Resources Management within 30 days after the date the surface hole is plugged.



ELITE CONCRETE INDUSTRIES
 226 Commerce East
 Lagrange, OH 44050
 (800) 297-7026

WARNING
 INJURIOUS TO EYES. CAUSES SKIN IRRITATION.
 READ WARNING ON BACK OF THIS FORM BEFORE
 USING. CONTAINS PORTLAND CEMENT.

SOLD TO: COD R.A. GIBSON & ASSOCIATES	SHIP TO: 1713 STATE ROUTE 60	TICKET 99894
	VERMILION	DATE 03/18/25
WORK TYPE <UNKNOWN>		

SPECIAL INSTRUCTIONS:
 RT. 2 W (EXIT 156) & N ON RT. 60. ON W SIDE OF RD., ACROSS FROM MICKEY MART.

P.O. NUMBER	MAP ZONE	YARDS DELIVERED	YARDS ORDERED	LOAD #	SLUMP	TRUCK #	DRIVER
RON.		3.50	of 3.50	103113	10.00	R221	MALLORY, ABDUL
ORDER #	PLANT	LOAD SIZE	DRIVER COMMENTS:				
3929	01	3.50					
QUANTITY	UM	CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE		
3.50	yd	9 SACK GRT.	9.0 SACK GROUT	\$190.00	\$665.00		
1.00	LD	FUEL SUR	FUEL/ENVIRONMENTAL SURCHA	\$20.00	\$20.00		
1.00	LD	MIN LOAD	MINIMUM LOAD	\$125.00	\$125.00		
3.50	CY	WS	WINTER OPERATIONS	\$8.00	\$28.00		

CAUTION!! May cause eye or skin injury. Contains Portland cement. Freshly mixed cement, mortar, concrete, or grout may cause skin injury. TAKE THESE PRECAUTIONS: 2. Wear rubber boots and gloves, and avoid prolonged contact directly with skins or through porous materials. 3. In case of contact with skin or eyes, FLUSH THOROUGHLY WITH WATER. 4. If irritation persists, get medical attention promptly. 5. Keep children away.			UNLOADING Drivers are prohibited from delivering concrete except under the truck's own power, and where site conditions permit the safe and proper operation of his equipment. Drivers are not permitted to add water to the mix to exceed the maximum slump nor to go beyond the curb line, except upon the authorization of the customer and his acceptance of risk of any loss or damage.			SUBTOTAL \$838.00	
					TAX		
					TOTAL \$838.00		
					GRAND TOTAL \$838.00		
					Water Added: Gallons		
LOAD TIME	LEAVE PLANT	ARRIVE JOB	BEGIN POUR	FINISH POUR	LEAVE JOB	ARRIVE PLANT	
12:15 PM	:	:	:	:	:	:	
						Customer's Representative	

Attention! You receive 10 minutes per yard, (up to a maximum 60 minutes per load) To unload your concrete. Any amount of time beyond this will be charged at \$120.00 an hour/ \$2.00 per minute, and added With Tax*to your Order total upon payment. Considering job site conditions, a 10 minute grace is given for set up time, and added to total time allotment Example: 1yd= 20 min 3.5yd= 45 min 6yd-11yd = 70 min

PROPERTY DAMAGE RELEASE
 (TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE)

Dear Customer - The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, drive-ways, curbs, etc., by the delivery of this material, and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of his truck and his supplier for any and all damages to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of his order.

X

Material	Design Qty	Required	Batched	% Ver	% Moisture	Actual	Wet
SAND2	2550 lb	9394 lb	9440 lb	0.49%	5.25% M		58 gl
CEMENT1	848 lb	2961 lb	3115 lb	5.20%			
WATER2	320 lb	851 lb	848 lb	-0.53%			78 gl
AEA	10 oz	35 oz	33 oz	-5.71%			
Actual		Num Batches: 1					
Load	13205 lb	Design W/C: 0.378	Water/Cement: 0.360	T	Design	134.2 gl	Actual 134.1 gl To Add: 0.
Slump: 10.00 In	#	Water in Truck: 0.0 gl	Adjust Water: 0.0 gl /Load.	Trim Water: 0.0 gl / CY			
Actual W/C Ratio: 0.359		Actual Water: 134 gl	Batched Cement:	3115 lb	Allowable Water: 69 lb	Yield Actual	25.842

LANDOWNER WAIVER (Form 5)

Ohio Department of Natural Resources
Division of Oil and Gas Resources Management, 2045 Morse Road, Bldg. F-2, Columbus OH 43229-6693

1. API#: 34 - 043	_ 60033	0000
county (3 digits)	permit (5 digits)	

THIS FORM IS TO BE USED ONLY WHEN THE LANDOWNER WISHES TO ASSUME RESPONSIBILITY FOR CHANGES TO ORIGINAL RESTORATION PLAN

2. I (We), Sharon A. Novotny, being the surface owner(s) of the land located in Erie County, Vermillion Township, and further described as

Erie County Parcel 12-00801.001, aka 1713 State Route 60, Vermillion, Ohio, do hereby acknowledge the receipt of the restoration plan submitted to the Division of Oil and Gas Resources Management and waive the performance of the restoration work on said land, as described in Item 3 below, pursuant to the conditions set forth in Section 1509.072 of the Ohio Revised Code.

3. The following restoration work on well number 1 of the Chris Bende lease is waived
(Surface landowner's initials must appear before each item waived):

	Detailed explanation of restoration work waived:
<u>SM</u> Fill drilling pits	Not applicable - No pits were used
<u>SM</u> Backfill and grade wellsite	Existing well vault may remain in place
<u>SM</u> Establish vegetative coverage at the wellsite	No replacement vegetation is required
<u>SM</u> Disposal of trees and tree stumps	Trees and stumps in well area may remain in place
Backfill and grade access road	Not Applicable - Access road is existing house driveway.
Establish vegetative coverage on access road	Not Applicable - Access road is existing house driveway.
Remove production facility equipment	Not applicable - No production facility on site
<u>SM</u> Other	Existing well vault may remain in place

4. This waiver is signed voluntarily and with full knowledge that upon approval of said waiver by the Division of Oil and Gas Resources Management, the Division will no longer require the owner to perform the above mentioned operation(s). In lieu of the owner performing restoration operations waived, I, the surface landowner will meet the guidelines set forth in Section 1509.072, ORC. This waiver does not constitute a waiver of any duties or rights of the parties as otherwise required by law including, but not limited to, actions at common law, and other state and local statutes and ordinances. I, the surface landowner, further intend this waiver to bind my heirs, and assigns.

Surface Landowner's Signature: Sharon A. Novotny Date: 3/20/2025

Name (Typed or Printed): SHARON A. NOVOTNY Telephone Number: (440) 242-8112

Address: 1713 STATE RD., VERMILION OH 44089

Witness Signature: DONALD E MISSIG Date: 3/20/2025

FOR DIVISION USE ONLY

Approved

Disapproved

[Signature]

FOR THE CHIEF, DIVISION OF OIL AND GAS RESOURCES MANAGEMENT

3/26/2025
DATE

Remarks: _____

cc: _____, Landowner
_____, Operator
_____, Chief

Ohio Department of Natural Resources
Division of Oil & Gas Resources Management
Facility Report

No: -1931440453

API Well No.
34043600330000

Project:

County: ERIE

Twp VERMILION

Sec:

Lot: 0

WI Typ: OG_R

Owner: 4E+0 Novotny Sharon A.

Resp Co: Same as Operator

Well Name Chris Bende

No. 1

WH_LAT:

WH_LONG

Directions to site:

Inspection Type: Final Restoration

Contact:

Phone

Address:

Inspection Purpose: Status Check*pur*

Type of Notification

Contact JOHN WILLIAMS

Inspection Comments:

Final restoration has been approved. Received landowner waiver from landowner to leave water cistern that well is located.

Accompanied by

INJECTIONPRESSUR

Vac

ANNULUSPRESSUR

Vac

FLOWMETER

Vac

HAULERNO:

LISCENSE_NUM

LANDOWNERWAIVER:

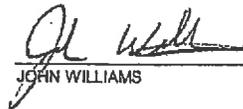
P_REST_PASS:

F_REST_PASS:

Inspection Date:

3/26/2025

Signature:


JOHN WILLIAMS

Date notice of violation Issued:

Required action to be completed by:

Reviewed by:

Extended action due:

Forward to:

Required action completed:

Duration: 1 hrs

Section/Name

Exhibit "F"
Final Lien Waiver

FINAL UNCONDITIONAL LIEN WAIVER AFFIDAVIT

_____ being duly sworn states the following:

Name of Contractor("Contractor"): _____

Name of Contracting Party (collectively, "Contracting Party"):

Premises Location / Project Name ("Premises"):

CONTRACT AMOUNT: \$ _____

TOTAL PAID TODAY: \$ _____

TOTAL PAID TO DATE: \$ _____

REMAINING PAYMENT DUE: \$0.00

In consideration of the payment above, Contractor hereby forever waives, relinquishes and releases unconditionally all claims or rights of lien on or against Contracting Party and the owner of the Premises and the Premises for which Contractor has provided labor, materials, equipment, tools and/ or services (collectively, the "Work") performed on or provided to the Premises, and further certifies that no other party has any claim or right to a lien on account of any the Work performed or material furnished, as applicable. In consideration of the payment above, Contractor agrees to forever indemnify, defend and hold Contracting Party and the owner of the Premises harmless against all claims, losses, liabilities, obligations, costs, damages, expenses (including reasonable attorneys' fees and court costs) and mechanic's liens on or against the Premises which arise out of, relate to or result in any way from the Work. The undersigned represents and warrants to Contracting Party and the owner of the Premises that the undersigned

is duly authorized to execute this affidavit on behalf of Contractor and that the undersigned has specific knowledge of the facts surrounding this affidavit.

CONTRACTOR:

Signed: _____

Print Name: _____

Title: _____

STATE OF OHIO

COUNTY OF _____

Subscribed and sworn to before me, a Notary Public in and for said County and State, this _____ day of _____, 2025.

My commission expires:

Notary Public Signature

Exhibit "G"
Landowner Waiver – ODNR Form 5

LANDOWNER WAIVER (Form 5)

Ohio Department of Natural Resources

Division of Oil and Gas Resources Management, 2045 Morse Road, Bldg. F-2, Columbus OH 43229-6693

1. API#: 34 - 085 20883 0000
county (3 digits) permit (6 digits)

THIS FORM IS TO BE USED ONLY WHEN THE LANDOWNER WISHES TO ASSUME RESPONSIBILITY FOR CHANGES TO ORIGINAL RESTORATION PLAN

2. I (We), Village of Perry, Ohio, being the surface owner(s) of the land located in
 Lake _____ County, Perry Township, and further described as

Parcel Number 04A028000010 (66.82 acres, approximately), do hereby acknowledge the receipt of the restoration plan submitted to the Division of Oil and Gas Resources Management and waive the performance of the restoration work on said land, as described in Item 3 below, pursuant to the conditions set forth in Section 1509.072 of the Ohio Revised Code.

3. The following restoration work on well number 4 of the Realty Energy Company lease is waived
 (Surface landowner's initials must appear before each item waived):

Detailed explanation of restoration work waived:

- | | | |
|--------------------------|---|---|
| <input type="checkbox"/> | Fill drilling pits | _____ |
| <input type="checkbox"/> | Backfill and grade wellsite | _____ |
| X | Establish vegetative coverage at the wellsite | <u>Establishment of Vegetation coverage is not required.</u> |
| X | Disposal of trees and tree stumps | <u>Trees and Brush and Stumps can be left in brush piles on location.</u> |
| <input type="checkbox"/> | Backfill and grade access road | _____ |
| X | Establish vegetative coverage on access road | <u>Establishment of Vegetation coverage is not required.</u> |
| <input type="checkbox"/> | Remove production facility equipment | _____ |
| <input type="checkbox"/> | Other | _____ |

4. This waiver is signed voluntarily and with full knowledge that upon approval of said waiver by the Division of Oil and Gas Resources Management, the Division will no longer require the owner to perform the above mentioned operation(s). In lieu of the owner performing restoration operations waived, I, the surface landowner will meet the guidelines set forth in Section 1509.072, ORC. This waiver does not constitute a waiver of any duties or rights of the parties as otherwise required by law including, but not limited to, actions at common law, and other state and local statutes and ordinances. I, the surface landowner, further intend this waiver to bind my heirs, and assigns.

Surface Landowner's Signature: James Gessler Date: 5/9/2015
 Name (Typed or Printed): James Gessler Telephone Number: 440-667-1568
 Address: 3758 MAYOR VILLAGE OF PERRY CENTER RD

Witness Signature: Karen L. Sundy Date: 5/9/25
 KAREN L. SUNDY

Notary Public, State of Ohio
 My Commission Expires 4-17-27
 Recorded in Lake County

FOR DIVISION USE ONLY
 Approved
 Disapproved

Remarks: _____

FOR THE CHIEF, DIVISION OF OIL AND GAS RESOURCES MANAGEMENT cc: _____, Landowner
 _____, Operator
 _____, Chief

DATE

LANDOWNER WAIVER (Form 5)

Ohio Department of Natural Resources
Division of Oil and Gas Resources Management, 2045 Morse Road, Bldg. F-2, Columbus OH 43229-6693

1. API#: 34 - 085 20884 0000
county (3 digits) permit (5 digits)

THIS FORM IS TO BE USED ONLY WHEN THE LANDOWNER WISHES TO ASSUME RESPONSIBILITY FOR CHANGES TO ORIGINAL RESTORATION PLAN

2. I (We), Village of Perry, Ohio, being the surface owner(s) of the land located in
 Lake _____ County, Perry Township, and further described as

Parcel Number 04A028000010 (66.82 acres, approximately), do hereby acknowledge the receipt of the restoration plan submitted to the Division of Oil and Gas Resources Management and waive the performance of the restoration work on said land, as described in Item 3 below, pursuant to the conditions set forth in Section 1509.072 of the Ohio Revised Code.

3. The following restoration work on well number 5 of the Realty Energy Company lease is waived
 (Surface landowner's initials must appear before each item waived):

<input type="checkbox"/> Fill drilling pits <input type="checkbox"/> Backfill and grade wellsite <input checked="" type="checkbox"/> Establish vegetative coverage at the wellsite <input checked="" type="checkbox"/> Disposal of trees and tree stumps <input type="checkbox"/> Backfill and grade access road <input checked="" type="checkbox"/> Establish vegetative coverage on access road <input type="checkbox"/> Remove production facility equipment <input type="checkbox"/> Other	Detailed explanation of restoration work waived: _____ _____ Establishment of Vegetation coverage is not required. Trees and Brush and Stumps can be left in brush piles on location. _____ Establishment of Vegetation coverage is not required. _____ _____
---	---

4. This waiver is signed voluntarily and with full knowledge that upon approval of said waiver by the Division of Oil and Gas Resources Management, the Division will no longer require the owner to perform the above mentioned operation(s). In lieu of the owner performing restoration operations waived, I, the surface landowner will meet the guidelines set forth in Section 1509.072, ORC. This waiver does not constitute a waiver of any duties or rights of the parties as otherwise required by law including, but not limited to, actions at common law, and other state and local statutes and ordinances. I, the surface landowner, further intend this waiver to bind my heirs, and assigns.

Surface Landowner's Signature: [Signature] Date: 5/9/2025
 Name (Typed or Printed): DAMEL GESSIC Telephone Number: 440-667-1568
MAJOR VILLAGE OF PERRY
 Address: 3758 CENTER RD

Witness Signature: [Signature] KAREN L. SUNDY Date: 5/9/25
 Notary Public, State of Ohio
 My Commission Expires 4/17/27

FOR DIVISION USE ONLY
 Recorded in Lake County

____ Approved Remarks: _____
 ____ Disapproved _____

FOR THE CHIEF, DIVISION OF OIL AND GAS RESOURCES MANAGEMENT cc: _____, Landowner
 _____, Operator
 _____, Chief

DATE _____