

ORDER NUMBER : 10010221
BORROWER NAME : TBD TBD
ADDRESS : ERIE STREET SOUTH, OH
COUNTY : STARK
PARCEL ID : 10010221
LEGAL : LOT 9375
NAMES RUN : PENNSYLVANIA LINES LLC
CONSOLIDATED RAIL CORPORATION
VALIMONT, ROBERT W.
FORT WAYNE AND CHICAGO RAILWAY COMPANY
NORFOLK SOUTHERN RAILWAY COMPANY

GTD : 02/27/2023

DOCUMENT TYPE	RECORDING DATE	INST#
DEED	04/27/2000	2000023986
COT	10/04/1979	4183-656
DOT	09/05/2013	201309050044205
EAS	06/28/2003	200305280048925
AFD	08/10/2005	200508100052848
LS	11/16/2010	201011160045745
OIL&GAS	07/27/2010	201007270028109
LS	12/27/2010	201012270052610
PLAT		44-28

- [Profile](#)
- [Values](#)
- [Values History](#)
- [Appeal Tracking](#)
- [Sales](#)
- [Tax Summary](#)
- [Tax Detail](#)
- [Tax Distribution](#)
- [Special Assessments](#)
- [Tax Estimator](#)
- [Land](#)
- [CAUV Application](#)
- [Residential](#)
- [Commercial](#)
- [Outbuildings](#)
- [Manufactured Homes](#)
- [Sketch](#)
- [Tax Map](#)
- [Aerial Map](#)
- [Pictometry](#)

Parcel: 10010221
NORFOLK SOUTHERN RAILWAY
COMPANY

ERIE ST S

1 of 1

[Return to Search Results](#)

Parcel

Address	ERIE ST S
Unit	
City, State, Zip	MASSILLON OH 44646-
Routing Number	06043 170500
Class	U - UTILITIES
Land Use Code	845 - R - RR REAL, OPERATION - NON-BILLABLE
Tax Roll	
Neighborhood	06019901 - 06019901
Acres	.53
Taxing District	00050
District Name	MASSILLON CITY - MASSILLON CSD
Gross Tax Rate	71.8
Effective Tax Rate	60.113168
Non-Business Credit	
Owner Occupancy Credit	

Actions

-  [Printable Summary](#)
-  [Printable Version](#)

Reports

[Printable Tax Bill](#)

[Link to GIS Map Application](#)

Auditor Alerts

Exempt Status	-
Sewer Flag	-
One Year Note	-

Owner

Owner 1	NORFOLK SOUTHERN RAILWAY COMPANY
Address	3 COMMERCIAL PL
	NORFOLK VA 23510

Tax Mailing Name and Address

Mailing Name 1	NORFOLK SOUTHERN RAILWAY COMPANY
Mailing Name 2	
Address 1	3 COMMERCIAL PL
Address 2	

Additional Information

[Printable Tax Bill](#)
[Instructions](#)

Legal Desc 2
Legal Desc 3
Notes

Taxing District 00050
District Name MASSILLON CITY - MASSILLON CSD
 Tax Map

Property Inspections/Reviews

Date	Entrance Code	Info Code	Reviewer ID
12-SEP-18	13:PICTOMETRY FIELD VISIT	A:APPRAISER	MDM

83
44 PARCELS PER AUD. CARDS

STARK COUNTY AUDITOR'S
MAP DEPARTMENT

NEEDS SURVEY TO
TRANSFER AGAIN

4/21/00 BP

Mail to:
Linda V. Hill-Everett
Senior Real Estate Counsel
Norfolk Southern Corporation
Suite 1702, One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308-3603

Name and Address of Taxpayer:
Pennsylvania Lines LLC
c/o Norfolk Southern Railway Company
110 Franklin Road SE
Roanoke, Virginia 24042-0028

INDEX	4
DESCRIPTION	4
CROSS REF	

2000023986

QUITCLAIM DEED

RECORDED THIS DATE
JANE VIGNOS
STARK COUNTY RECORDER
00 APR 27 AM 9:26
FEE 282.-

WHEREAS, as a plan of corporate reorganization, Grantor (as hereinafter defined) has created Grantee (as hereinafter defined) as its wholly owned subsidiary; and

WHEREAS, as a part of that plan of reorganization, Grantor has agreed to a contribution to the capital assets of Grantee of certain real estate interests, including lines of railroad thereon, in several states within the United States, and this instrument is intended to further that plan;

(A.K.A. CONRAIL)

CONSOLIDATED RAIL CORPORATION,¹ a Pennsylvania corporation (herein "Grantor"), having its principal office at 2001 Market Street, Philadelphia, Pennsylvania 19101-1419, for no consideration paid, grants to **PENNSYLVANIA LINES LLC**, a Delaware limited liability company, and wholly owned subsidiary (herein "Grantee"), whose tax mailing address is c/o Norfolk Southern Railway Company, 110 Franklin Road SE, Roanoke, Virginia 24042-0028, the Real Property situated in the **County of Stark, State of Ohio**, substantially as shown on Exhibit A and more particularly described in Exhibit B, attached hereto and made a part hereof (hereinafter "Property"); it being the intent of this instrument to include all right, title and interest held by Grantor in and to any lands and improvements located within said County.

TOGETHER with, in "as is, where is" condition and without any express or implied warranty, as to condition or fitness for any purpose, all of Grantor's right, title, and interest in the road bed, tracks, depots, yards, storage and parking areas, culverts, bridges, tunnels, buildings, structures, communication and signal facilities, fixtures, and all other railroad appurtenances located upon or appurtenant to the Property, and all sidings and spur tracks contiguous to and connected to the Property, except as provided in the attached Exhibits.

TOGETHER with all mineral rights, timber rights, rights to cross public roads, fiber optic rights, rights of repurchase or reversion, and air rights in any way appertaining to the Property.

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DESCRIPTION	
CROSS REF	

2000005078

7

PRIOR TITLE REFERENCES to the Property are contained within the attached Exhibit A. SUBJECT, however, to any conditions, restrictions, reservations, agreements, leases, encroachments, licenses or easements, whether or not of record.

RESERVING, unto Grantor, its successors and assigns, but only to the extent and duration necessary to continue in effect those existing fiber optic agreements of Grantor impacting the property which have been reserved by Grantor under a separate agreement, a nonexclusive easement to install, construct, operate, maintain, repair, renew, and replace a fiber optical communication system over, through, and across the Property. Such easement providing for and including, but only to the extent required by the existing fiber optic agreements, among other things, the right to install, construct, operate, maintain, repair, renew and replace fiber optical cable, associated electronics, repeater shelters, terminal facilities, connection boxes and pull boxes, and related facilities; the right to install power supply facilities; the right to attach the fiber optical cable and related facilities to existing bridges and to install it in existing tunnels; and the right of ingress and egress for access purposes; all such rights to be exercised without any payment by Grantor for same. Such easement to be exercised in a manner which does not interfere with the rail operations of Grantee or the ability of Grantee to grant other such communication easements or licenses, except to the extent the effective exercise of this easement reasonably entails such interference, and upon exercise of such easement, Grantor, at Grantor's sole expense, will restore the Property to a condition adequate for continued rail operations by Grantee.

IN WITNESS WHEREOF, CONSOLIDATED RAIL CORPORATION has caused its corporate name to be subscribed hereto by Robert W. Ryan, the Director Real Estate, and James D. McGeehan, the Assistant Secretary, thereunto duly authorized by resolution of its Board of Directors, effective as of June 1, 1999.

Signed and acknowledged
in the presence of

CONSOLIDATED RAIL CORPORATION
By



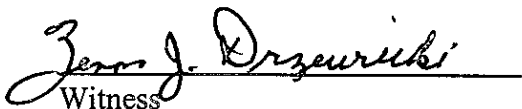
Witness

PAUL CATANIA



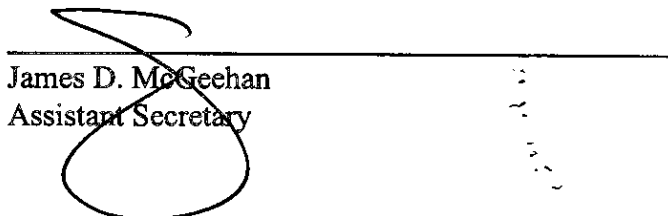
Robert W. Ryan
Director Real Estate

L. S. ATTEST:



Witness

ZENON J. DRZEWRISKI

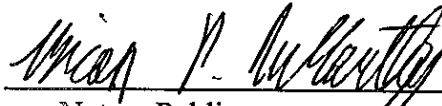


James D. McGeehan
Assistant Secretary

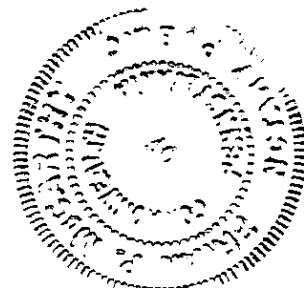
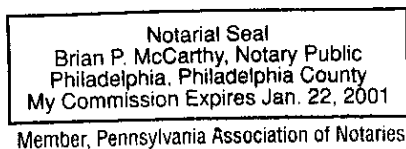
COUNTY OF PHILADELPHIA :
:
COMMONWEALTH OF PENNSYLVANIA:

BE IT REMEMBERED, That on this 19 day of May, 1999, before me, the subscriber, a Notary Public in and for said state, personally came, Robert W. Ryan, Director Real Estate, and James D. McGeehan, Assistant Secretary, CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation, Grantor in the foregoing Deed, and acknowledged the signing thereof to be their and its voluntary act and deed, pursuant to authority of its Board of Directors.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.


Notary Public

My commission expires: 01-22-01



This instrument prepared by:

Linda V. Hill-Everett
Senior Real Estate Counsel
Norfolk Southern Corporation
Suite 1702, One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308-3603
OH-STARK-PRRQCD.w61
REV. 5/12/99

JANET WEIR CREIGHTON
Stark County Auditor
FEE Ex'm

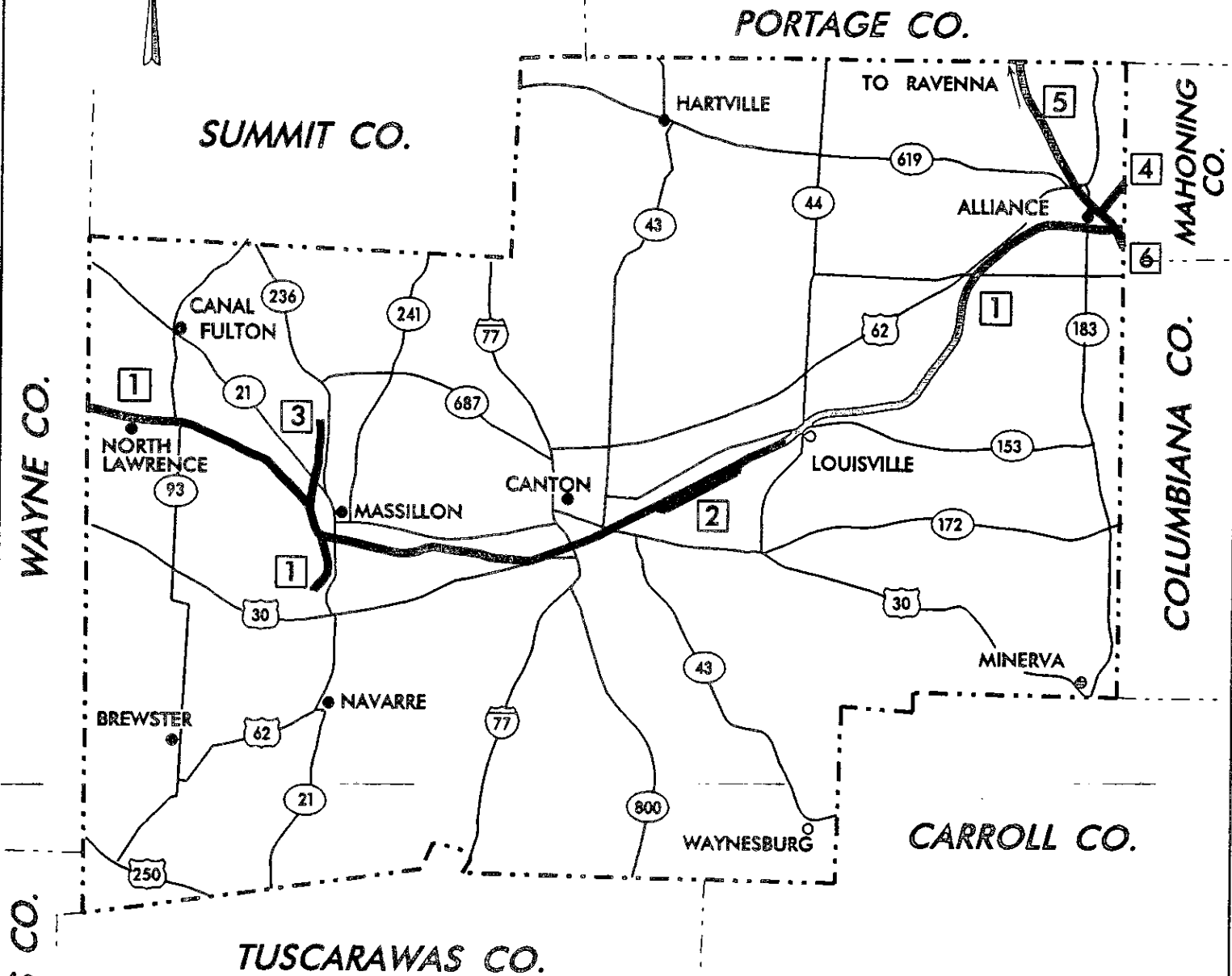
APR 27 2000

TRANSFERRED 4150
~~TRANSFER NOT NECESSARY~~
DEPUTY B. George
IN COMPLIANCE WITH ORC319.202

PARCEL NUMBERS TRANSFERED

[✓] 36-99014 CONRAIL
[✓] 36-99012 CONRAIL
[✓] 33-99013 CONRAIL
[] 33-99007 CONRAIL
[] 30-99002 CONRAIL
[] 30-99001 CONRAIL
[] 29-99016 CONRAIL
[] 29-99013 CONRAIL
[] 28-99019 CONRAIL
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[] 28-99009 CONRAIL
[] 28-99008 CONRAIL
[] 26-99007 CONRAIL
[] 24-99014 CONRAIL
[] 13-99059 CONRAIL
[] 24-96301 CONSOLIDATED RAIL CORP
[] 13-96301 CONSOLIDATED RAIL CORP
[] 07-96301 CONSOLIDATED RAIL CORP
[] 02-99159 CONSOLIDATED RAIL CORPORATION
[] 02-96302 CONSOLIDATED RAIL CORP
[] 02-96301 CONSOLIDATED RAIL CORP
[] 01-99066 CONSOLIDATED RAIL CORPORATION
[] 01-99064 CONSOLIDATED RAIL CORPORATION
[] 01-99063 CONSOLIDATED RAIL CORPORATION
[] 01-96302 CONSOLIDATED RAIL CORP
[] 01-96301 CONSOLIDATED RAIL CORP
[] 14-96301 CONSOLIDATED RAIL CORPORATION
[] 01-07693 CONSOLIDATED RAIL CORPORATION
[] 01-99132 CONSOLIDATED RAIL CORPORATION
[] 02-99158 CONSOLIDATED RAIL CORPORATION
[] 01-99050 CONSOLIDATED RAIL CORPORATION
[] 28-99020 CONSOLIDATED RAIL CORPORATION
[] 06-96301 CONSOLIDATED RAIL CORPORATION
[] 75-96301 CONSOLIDATED RAIL CORPORATION
[] 72-96301 CONSOLIDATED RAIL CORP
[] 59-96301 CONSOLIDATED RAIL CORPORATION
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[] 43-96301 CONSOLIDATED RAIL CORP
[] 36-96301 CONSOLIDATED RAIL CORPORATION
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[✓] 01-99057 CONRAIL
[✓] 01-99048 CONRAIL

EXHIBIT A STARK COUNTY, OH



- 1 LC 2402, VS 1-OHIO
- 2 LC 2430, VS 1-OHIO
- 3 LC 2431, VS 2-OHIO
- 4 LC 2445, VS 229
- 5 LC 2412, VS 8a-OHIO
- 6 LC 2426, VS 8a-OHIO

EXHIBIT B

Stark County, Ohio Pittsburgh, Fort Wayne and Chicago Railway Company Penn Central Pittsburgh-Chicago Main Line

All right, title and interest of Grantor in that line of railroad being a portion of the former Pittsburgh, Fort Wayne and Chicago Railway Company, being known as the Penn Central Pittsburgh-Chicago Main Line, comprised of land and right of way for main tracks, branch lines, sidings and other appurtenant railroad facilities lying and being in Stark County, Ohio, being further identified as USRA Line Code 2402 as described in deed from Robert W. Valimont, as Trustee of the Property of Pittsburgh, Fort Wayne and Chicago Railway Company, to Consolidated Rail Corporation, dated March 31, 1976, as recorded with the Office of the Recorder of Stark County, Ohio in Volume 4183, Page 656, and being more particularly described as follows:

Said portion of railroad beginning at a point on the track centerline of said Railway at the common line between Smith Township, Mahoning County and the City of Alliance, Stark County, Ohio, said point being located at Railway Valuation Station 4359+75, more or less, as shown on Railway Valuation Map V-1 Ohio/34; thence, with said Railway in generally westwardly, southwestwardly and westwardly directions with a strip of land of varying width on each side of the centerline of track of said Railway for a distance of 185,294 feet, more or less, through

the South 1/2 and Northwest 1/4 of Section 25, Section 26, the South 1/2 of Section 27, the Southeast 1/4 of Section 28, the North 1/2 and Southwest 1/4 of Section 33, and the Southeast 1/4 of Section 32, all in Township 19-North, Range 6-West,

the Northeast 1/4 and South 1/2 of Section 5, the West 1/2 of Section 8, the Northwest 1/4 of Section 17, and Fractional Section 18, all in Township 18-North, Range 6-West,

the Southeast 1/4 of Section 13, the North 1/2 of Section 24, the Northeast 1/4 and South 1/2 of Section 23, the South 1/2 of Section 22, the Southeast 1/4 of Section 21, the North 1/2 and Southwest 1/4 of Section 28, the South 1/2 of Section 29, the Northwest 1/4 of Section 32, and the North 1/2 and Southwest 1/4 of Section 31, all in Township 19-North, Range 7-West,

the Northeast 1/4 and South 1/2 of Section 35, Township 11-North, Range 8-West,

the Northwest 1/4 of Section 1, Section 2, the Southeast 1/4 of Section 3, the

North 1/2 of Section 10, the Northeast 1/4 and South 1/2 of Section 9, the Southeast 1/4 of Section 8, the North 1/2 of Section 17, the Northwest 1/4 of Section 20, the Southeast 1/4 and North 1/2 of Section 18, the Northeast 1/4 of Section 19, and the West 1/2 of Section 16, all in Township 10-North, Range 8-West,

the North 1/2 of Section 13, the North 1/2 of Section 14, the North 1/2 of Section 15, the North 1/2 of Section 16, the North 1/2 of Section 17, the South 1/2 of Section 8, the Northeast 1/4 of Section 18, the North 1/2 of Section 7, and the West 1/2 of Section 6, all in Township 10-North, Range 9-West,

the North 1/2 of Section 1, Township 12-North, Range 10-West,

the South 1/2 of Section 36, the South 1/2 and Northwest 1/4 of Section 35, the North 1/2 of Section 34, the Northeast 1/4 of Section 33, the South 1/2 of Section 28, the South 1/2 of Section 29, and Fractional Section 30, all in Township 1-North, Range 10-West,

to a point on the track centerline of said Railway at the common line of Lawrence Township, Stark County and Baughman Township, Wayne County, Ohio, said point being located at Railway Valuation Station 6210+93, more or less, as shown on Railway Valuation Map V-1 Ohio/69. Said line of railroad being substantially as shown on Railway Valuation Maps V-1 Ohio/34 through V-1 Ohio/69, inclusive, attached hereto and made a part hereof.

Penn Central Bayard Branch

Also, that portion of railroad, being further identified as USRA Line Code 2430, as acquired by Grantor pursuant to the above-described deed as recorded with the Office of the Recorder of Stark County, Ohio, in Volume 4183, Page 656, known as the Penn Central Bayard Branch, beginning at a point on the track centerline of the aforesaid Penn Central Bayard Branch, said Branch originating at a connection with the Main Line, USRA Line Code 2402, said point being located at Railway Valuation Station 752+87 (Penn Central Bayard Branch Stationing) on Railway Valuation Map V-1 Ohio/48, said point also being equivalent to Railway Valuation Station 5099+97 (Main Line Stationing) on Railway Valuation Map V-1 Ohio/48; thence, continuing with said Railway in a generally eastwardly direction with a strip of land of varying width on each side of the centerline of track of said Railway for a distance of 7,557 feet, more or less, through

the Northeast 1/4 of Section 31, the Northwest 1/4 of Section 32, the South 1/2 of Section 39, and the Southwest 1/4 of Section 28, all in Township 19-North, Range 7-West,

to a point on the northwest side of the East Branch of Nimishillen Creek, said point being located at Railway Valuation Station 677+30, more or less, as shown on Railway Valuation Map V-1 Ohio/47, and being on the westerly line of that property conveyed by Consolidated Rail Corporation to Robert C. Meeker and David A. Harthan by deed dated June 23, 1986 (Case No. 68250). Said line of railroad being substantially as shown on Railway Valuation Maps V-1 Ohio/47 and V-1 Ohio/48, attached hereto and made a part hereof.

Penn Central M&C Branch

Also, that portion of railroad, being further identified as USRA Line Code 2431, as acquired by Grantor pursuant to the above-described deed as recorded with the Office of the Recorder of Stark County, Ohio, in Volume 4183, Page 656, known as the Penn Central M&C Branch, beginning at a point on the track centerline of the aforesaid Penn Central M&C Branch, said point originating at a connection with the Main Line, USRA Line Code 2402, and also being located at Railway Valuation Station 0+00 as shown on Railway Valuation Map V-2 Ohio/1; thence, with said Railway in a generally northwardly direction with a strip of land of varying width on each side of the centerline of track of said Railway for a distance of 10,560 feet, more or less, through

the Northeast 1/4 of Section 7, and the East 1/2 of Section 6, all in Township 10-North, Range 9-West,

and the East 1/2 of Section 31, Township 11-North, Range 9-West,

to a point on the southerly line of that property conveyed by Consolidated Rail Corporation to Robert C. Meeker and David A. Harthan by deed dated June 23, 1986 (Case No. 68250), said point being located at Railway Valuation Station 105+60, more or less, as shown on Railway Valuation Map V-2 Ohio/2. Said line of railroad being substantially as shown on Railway Valuation Maps V-2 Ohio/1 and V-2 Ohio/2, attached hereto and made a part hereof.

Penn Central Transportation Company Newton Falls Industrial Track

All right, title and interest of Grantor in that line of railroad being a portion of the former Penn Central Transportation Company (formerly The New York Central Railroad Company), being known as the Newton Falls Industrial Track, comprised of land and right of way for main tracks, branch lines, sidings and other appurtenant railroad facilities lying

and being in Stark County, Ohio, being further identified as USRA Line Code 2445 as described in deed from Robert W. Blanchette, Richard C. Bond and John H. McArthur, as Trustees of the Property of Penn Central Transportation Company, to Consolidated Rail Corporation, dated March 30, 1976, as recorded with the Office of the Recorder of Stark County, Ohio, in Volume 4183, Page 845, and being more particularly described as follows:

Said portion of railroad beginning at a point on the track centerline of said Railway at the common line of Smith Township, Mahoning County and Lexington Township, Stark County, Ohio, said point being located at Railway Valuation Station 1243+68, more or less, as shown on Railway Valuation Map V-229/13; thence, with said Railway in a generally southwardly direction with a strip of land of varying width on each side of the centerline of track of said Railway for a distance of 6,397 feet, more or less, through

the Northeast 1/4 and South 1/2 of Section 24, and the Northwest 1/4 of Section 25, all in Township 19-North, Range 6-West,

to a point on an existing lateral cut line, said point being the common boundary of the property of Grantor and that property retained by the Trustees in the above-described deed and being located at Railway Valuation Station 1307+65, more or less, as shown on Railway Valuation Map V-229/ST-14a. Said line of railroad being substantially as shown on Railway Valuation Maps V-229/13 and V-229/ST-14a, attached hereto and made a part hereof.

**The Cleveland and Pittsburgh Railroad Company
Penn Central Alliance-Cleveland Main Line**

All right, title and interest of Grantor in that line of railroad being a portion of the former The Cleveland and Pittsburgh Railroad Company, being known as the Penn Central Alliance-Cleveland Main Line, comprised of land and right of way for main tracks, branch lines, sidings and other appurtenant railroad facilities lying and being in Stark County, Ohio, being further identified as USRA Line Code 2412 as described in deed from George W. Betz, Jr., as Trustee of the Property of The Cleveland and Pittsburgh Railroad Company, to Consolidated Rail Corporation, dated March 29, 1976, as recorded with the Office of the Recorder of Stark County, Ohio, in Volume 4183, Page 902, and being more particularly described as follows:

Said portion of railroad beginning at a point on the track centerline of said Railway at a connection with USRA Line Code 2426, said point being identified as Railway Valuation Station 3556+84, as shown on Railway Valuation Map V-8a Ohio/53; thence, continuing with said Railway in a generally northwesterly direction with a strip of land of varying width on each side of the centerline of track of said Railway for a distance of 28,008 feet,

more or less, through

Section 25, the Northeast 1/4 of Section 26, the Southeast 1/4 and North 1/2 of Section 23, the West 1/2 of Section 14, the Northeast 1/4 of Section 15, the South 1/2 and Northwest 1/4 of Section 10, the West 1/2 of Section 3, and the Northeast 1/4 of Section 4, all in Township 19-North, Range 6-West,

to a point on the common line of Lexington Township, Stark County and Atwater Township, Portage County, Ohio, said point being located at Railway Valuation Station 3836+92, more or less, being equivalent to new Valuation Station 3837+75.2, more or less, as shown on Railway Valuation Map V-8a Ohio/58. Said line of railroad being substantially as shown on Railway Valuation Maps V-8a Ohio/53 through V-8a Ohio/58, inclusive, attached hereto and made a part hereof.

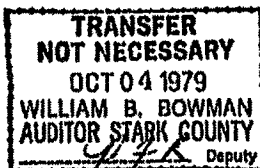
Penn Central Mahoning Secondary Track

Also, that portion of the former The Cleveland and Pittsburgh Railroad Company, being further identified as USRA Line Code 2426, as acquired by Grantor pursuant to the above-described deed as recorded with the Office of the Recorder of Stark County, Ohio, in Volume 4183, Page 902, known as the Penn Central Mahoning Secondary Track, beginning at a point on the track centerline of the aforesaid Penn Central Mahoning Secondary Track, said point being at the common line between Smith Township, Mahoning County and Lexington Township, Stark County and being identified as Railway Valuation Station 3514+14.3, more or less, as shown on Railway Valuation Map V-8a Ohio/52; thence, continuing with said Railway in a generally northwestwardly direction with a strip of land of varying width on each side of the centerline of track of said Railway for a distance of 4,335.7 feet, more or less, through

The Northeast 1/4 of Section 36 and the South 1/2 of Section 25, all in Township 19-North, Range 6-West

to the point of connection to USRA Line Code 2412, said point being identified as Railway Valuation Station 3557+50, being equivalent to old Valuation Station 3556+84, as shown on Railway Valuation Map V-8a Ohio/53. Said line of railroad being substantially as shown on Railway Valuation Maps V-8a Ohio/52 and V-8a Ohio/53, attached hereto and made a part hereof.

Reserving and Excepting, however those structures that are contained within that land that is being leased by PRR to Consolidated Rail Corporation at or near Canton, Ohio, by agreement of even date or near the date of this deed, said land being more particularly defined as shown on drawing TD-1999-37, hereto attached and made a part hereof.

**DEED**

THIS DEED IS MADE BY AND BETWEEN

ROBERT W. VALIMONT,

AS TRUSTEE OF THE PROPERTY OF

PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY, DEBTOR

("Grantor"), whose address is 102 North Main Street,
Doylestown, Pennsylvania 18901

AND

CONSOLIDATED RAIL CORPORATION,

a corporation organized and existing under the laws of the
Commonwealth of Pennsylvania ("Grantee"), whose address is 1818 Market Street,
Philadelphia, Pennsylvania 19103.

WHEREAS, the Debtor is a railroad in reorganization under Section 77 of the Federal Bankruptcy Act, 11 U.S.C. Sec. 205, and is a railroad in reorganization as that term is defined in the Regional Rail Reorganization Act of 1973 (Public Law 93-236, 87 Stat. 985), as amended ("Act"); and

WHEREAS, by orders of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347-N the above-named individual was duly appointed and is now serving as Trustee of the property of the Debtor; and

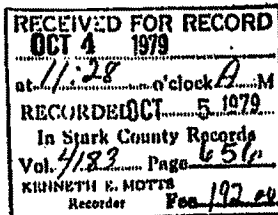
WHEREAS, the United States Railway Association, pursuant to Section 209 (c) of the Act, has certified to the Special United States District Court established pursuant to Section 209 (b) of the Act ("Special Court"), that the rail properties of the Debtor hereinafter described (except those hereinafter reserved and excepted) are to be transferred by the Grantor to the Grantee; and

WHEREAS, pursuant to Section 303 (b) (1) of the Act, the Special Court has ordered the Grantor to convey to the Grantee all of the Grantor's right, title and interest in such rail properties, free and clear of any liens or encumbrances as provided in Section 303 (b) of the Act;

NOW, THEREFORE, pursuant to the Order of the Special Court, the Grantor hereby grants and conveys to the Grantee:

A. All of the Grantor's right, title and interest, legal and equitable, in and to the real property located in the
County of Stark, State of Ohio

as described in Exhibit A attached to this Deed as a part hereof, together with all of the appurtenances, hereditaments, franchises, ways, waters, minerals, rights, privileges, improvements, fixtures, licenses, leaseholds, reversions, easements, rights under operating, trackage and joint facility agreements, rents, issues, profits and other interests and items belonging to or in any way appertaining to such real property, including but not limited to all real property items that would properly be recorded in Accounts 1 through 45 and 90 of the Property Accounts prescribed by the Interstate Commerce Commission for Railroad Companies in its Uniform System of Accounts, 49 C.F.R. Part 1201, to the extent that such interests and items belong or in any way appertain to such real property, except as those interests and items belong or appertain to the real property hereinafter reserved and excepted.



IN COMPLIANCE
WITH ORC 319.202
OCT 4 1979

WILLIAM B. BOWMAN
STARK COUNTY AUDITOR

EXC FEE MIC DEPUTY

B. 1. The easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the real property hereinafter reserved and excepted ("Grantor's Burdened Property"), any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (each an "Easement Item") existing on and used or useful as of the date of delivery of this Deed as a part of any railroad communication, signal or interlocker system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the Grantor's Burdened Property to permit the exercise of the foregoing easements and rights, and the easement for lateral support of the real property conveyed by this Deed.

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B attached to this Deed as a part hereof and burdening certain real property hereinafter reserved and excepted.

3. The Grantee shall give the Grantor reasonable notice before entering on the Grantor's Burdened Property to exercise the easements and rights conveyed in this Paragraph B, and shall exercise such easements and rights (a) so as not to interfere unreasonably with the use and enjoyment of the Grantor's Burdened Property, (b) in compliance with generally applicable reasonable requirements established from time to time by the Grantor and (c) so as not to increase materially the burden on the Grantor's Burdened Property existing on the date of delivery of this Deed. The Grantee shall indemnify and save the Grantor harmless from any loss, damage or expense arising from the exercise of the foregoing easements and rights, without regard to negligence on the part of the Grantor or the Grantee. Upon request of and at the expense of the Grantor, the Grantee shall execute and deliver to the Grantor a deed or other instrument releasing the Grantee's rights in any part of the Grantor's Burdened Property that is not used or reasonably needed by the Grantee in the exercise of the easements and rights conveyed in this Paragraph B.

4. If the location of any Easement Item would interfere with any proposed use or sale of any part of the Grantor's Burdened Property, the Grantor may, at the Grantor's expense and after obtaining the Grantee's written consent, relocate the interfering Easement Item or cause the same to be relocated. Such consent will be granted unless (a) the Easement Item cannot be relocated as proposed by the Grantor without unreasonable interference to the Grantee's operations or without damage to the integrity of the system of which the Easement Item is a part or (b) the Grantee will not have reasonable access to the relocated Easement Item. If the Grantee has previously released its easements and rights in any real property as provided in Paragraph B. 3. and a relocated Easement Item falls, in whole or in part, within the area that has been so released, the Grantor and the Grantee shall exchange the following instruments promptly after the relocation is completed:

(a) The Grantor shall execute and deliver to the Grantee a supplementary deed of easement which conveys to the Grantee with respect to the relocated Easement Item the easements and rights described in this Paragraph B.

(b) The Grantee shall execute and deliver to the Grantor a deed or other instrument of release as provided in Paragraph B. 3.

5. The Grantor shall bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph B.

RESERVING AND EXCEPTING, HOWEVER, TO THE GRANTOR:

C. All the respective right, title and interest of the Grantor, legal and equitable, in and to the real property described in Exhibit B attached to this Deed as a part hereof, but subject, however, to (a) the limitation of access thereto across the real property conveyed by this Deed as hereinafter provided and (b) the easements and rights conveyed pursuant to Paragraph B above.

D. 1. The easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the real property conveyed by this Deed ("Grantee's Burdened Property"), any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (each an "Easement Item") existing on and used or useful as of the date of delivery of this Deed as a part of any railroad communication, signal or interlocker system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the Grantee's Burdened Property to permit the exercise of the foregoing easements and rights, and the easement for lateral support of the real property reserved and excepted from this conveyance.

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B to this Deed and burdening certain real property conveyed by this Deed.

3. The Grantor shall give the Grantee reasonable notice before entering on the Grantee's Burdened Property to exercise the easements and rights reserved and excepted in this Paragraph D, and shall exercise such easements and rights (a) so as not to interfere unreasonably with the use and enjoyment of the Grantee's Burdened Property, (b) in compliance with generally applicable reasonable requirements established from time to time by the Grantee and (c) so as not to increase materially the burden on the Grantee's Burdened Property existing on the date of delivery of this Deed. The Grantor shall indemnify and save the Grantee harmless from any loss, damage or expense arising from the exercise of the foregoing easements and rights, without regard to negligence on the part of the Grantee or the Grantor. Upon request of and at the expense of the Grantee, the Grantor shall execute and deliver to the Grantee a deed or other instrument releasing the Grantor's rights in any part of the Grantee's Burdened Property that is not used or reasonably needed by the Grantor in the exercise of the easements and rights reserved and excepted in this Paragraph D.

4. If the location of any Easement Item would interfere with any proposed use or sale of any part of the Grantee's Burdened Property, the Grantee may, at the Grantee's expense and after obtaining the Grantor's written consent, relocate the interfering Easement Item or cause the same to be relocated. Such consent will be granted unless (a) the Easement Item cannot be relocated as proposed by the Grantee without unreasonable interference to the Grantor's operations or without damage to the integrity of the system of which the Easement Item is a part or (b) the Grantor will not have reasonable access to the relocated Easement Item. If the Grantor has previously released its easements and rights in any real property as provided in Paragraph D. 3. and a relocated Easement Item falls, in whole or in part, within the area that has been so released, the Grantor and the Grantee shall exchange the following instruments promptly after the relocation is completed:

(a) The Grantee shall execute and deliver to the Grantor a supplementary deed of easement which conveys to the Grantor with respect to the relocated Easement Item the easements and rights described in this Paragraph D.

(b) The Grantor shall execute and deliver to the Grantee a deed or other instrument of release as provided in Paragraph D. 3.

5. The Grantee shall bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph D.

E. All mineral rights owned by the Grantor in any parcel as to which an interest in the surface is not conveyed by this Deed.

TO HAVE AND TO HOLD the real property and the easements and rights hereby conveyed to the Grantee, free and clear of (a) any liens or encumbrances as provided in Section 308 (b) of the Act and (b) any and all easements and rights of access to the real property reserved and excepted from this conveyance across the real property conveyed by this Deed (except as otherwise provided in this Deed), even if such easements and rights would otherwise arise by reason of necessity, implication or other operation of law, statute, ordinance, rule or regulation of any governmental entity, BUT SUBJECT, HOWEVER, to (i) those easements and rights reserved and excepted in Paragraph D above, (ii) all existing licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation), and operating, trackage right and joint facility agreements and (iii) Operating Rights Grants, if any, from the Grantor to a third party conveyed concurrently with this conveyance and identified in Exhibit B to this Deed.

The Grantor hereby covenants that the Grantor will perform, execute, acknowledge and deliver any and all such further acts, deeds, assignments and other instruments as may be reasonably requested by the Grantee to convey, confirm, clarify, identify or more precisely describe the real property and the easements and rights conveyed by this Deed or intended so to be in order to carry out the intent of this Deed in light of the designations contained in the Final System Plan which has been certified to the Special Court by the United States Railway Association pursuant to the Act, and to effect the recordation of, or otherwise perfect, this Deed and all such other deeds, assignments and instruments under any applicable statute, ordinance, rule or regulation.

The Grantee hereby covenants that the Grantee will perform, execute, acknowledge and deliver any and all such further acts, deeds, assignments and other instruments as may be reasonably requested by the Grantor to confirm, clarify, identify or more precisely describe the real property and the easements and rights reserved and excepted from this conveyance or intended so to be in order to carry out the intent of this Deed in light of the designations contained in such Final System Plan, and to effect the recordation of, or otherwise perfect, this Deed and all such other deeds, assignments and instruments under any applicable statute, ordinance, rule or regulation.

By acceptance of this Deed, the Grantee (a) agrees to perform each of the obligations imposed on the Grantee by the terms of this Deed, and (b) assumes and agrees to perform and observe all obligations and conditions on the part of the Grantor or the Grantor's predecessor in title to be performed or observed that arise or accrue after the date of delivery of this Deed under all licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation) and operating, truckage right and joint facility agreements (subject, however, to the terms thereof) which are conveyed by this Deed and under those to which this conveyance is made subject, provided that the Grantee assumes no obligation or liability that arises after the date of delivery of this Deed out of any event, act or failure to act that occurred prior thereto and, where an obligation or liability is related to a period which is both before and after such date, the Grantee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date. Concurrently with the delivery of this Deed, the Grantee is delivering to the Grantor a separate instrument executed by the Grantee acknowledging receipt and acceptance of this Deed and affirming the provisions of this paragraph.

All of the covenants of the Grantor and the Grantee, respectively, shall be deemed to be real covenants and shall run with the land.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Deed so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties.

This conveyance and the specific covenants of the Grantor are made by the Grantor as Trustee of the property of the Debtor, and not individually, and this conveyance is made without covenants of title or any warranties express or implied.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 31st day of March, 1976.

Signed and Acknowledged
In the Presence of:

Judith Harris
Judith Harris
Harold O. Waddis
Harold O. Waddis

Robert W. Valmont
ROBERT W. VALMONT, AS
TRUSTEE OF THE PROPERTY OF
PITTSBURGH, FORT WAYNE AND
CHICAGO RAILWAY COMPANY, DEBTOR

DISTRICT OF COLUMBIA, SS:

On this 31st day of March, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the District of Columbia, personally appeared Robert W. Valmont, personally known to me to be the person whose name is subscribed to the foregoing Deed, bearing the same date as this certificate of acknowledgement, and acknowledged himself to be the Trustee of the Property of Pittsburgh, Fort Wayne and Chicago Railway Company, Debtor, and that he executed the foregoing Deed as his free act and deed as such Trustee for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

This Instrument Prepared By:

United States Railway Association
Pursuant to the Act

Dorothy J. Smith
Dorothy J. Smith
Notary Public in and for
The District of Columbia
My Commission expires January 31, 1980

EXHIBIT A

TO THE DEED BY AND BETWEEN

ROBERT W. VALIMONT,

AS TRUSTEE OF THE PROPERTY OF

PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Stark, State of Ohio

For the purpose of each description contained in this Exhibit A (and solely by way of illustration and not by way of limiting the generality of the term "adjacent"), adjacency shall be deemed to exist without regard to the existence of any public or private street, highway, alley or other way between one part of the Grantor's real property and another.

This Exhibit A consists of pages A-1 through A-4 inclusive.

Situate in the County of Stark, State of Ohio, and being the Pittsburgh, Fort Wayne and Chicago Railway Company's line of railroad known as the Penn Central Pittsburgh-Chicago Main Line and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line enters the County at Alliance, passes through Canton and Massilon, and leaves the County near North Lawrence at County Line Road.

The line of railroad described herein is identified as Line Code 2402 in the records of the United States Railway Association.

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All that parcel of land situate in the Township of Perry, County of Stark, and State of Ohio, being designated Parcel No. OHF 100 54-8 on Railroad Valuation Map Nos. 300-8342-0-61-11-5, as revised to December 31, 1953, and 300-8342-0-61.12-5, as drawn on June 30, 1916, and as furnished to the United States Railway Association on December 1, 1975, being a parcel 40 feet in width, and extending through parts of Sections 18 and 19, for a distance of 8900 feet, more or less, and being all the land of the Pittsburgh, Fort Wayne and Chicago Railway Company, as shown on the Map, which lies generally westerly of the following described line:

Commencing at a point on the westerly right-of-way line of said Railway Company, opposite the northern extremity of said Railway Company's Car Inspectors Building; thence, extending northwesterwardly, north $1^{\circ} 39'$ west along said right-of-way line, 170 feet, to a point; Thence, northeastwardly, north $30^{\circ} 51'$ east along said Railway Company's northwesterly right-of-way line, 583.68 feet, to the true point of beginning;

Thence, extending in a northeasterly direction north $30^{\circ} 51'$ east 60 feet, more or less, to a point in said Railway Company's northerly right-of-way line, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 2402-109.

All that parcel of land located at Massillon, and situate in the County of Stark and State of Ohio, being designated Parcel No. OH F100 51-2 on Railroad Valuation Map No. 300-8342-0-61-5, as revised to December 31, 1965, and being all the land of the Pittsburgh, Fort Wayne and Chicago Railway Company, as shown on the Map, which lies northeasterly of Erie Street, southeasterly of Jarvis Street and northwesterly and southwesterly of the following described lines:

Beginning at a point at the intersection of the northeasterly line of Erie Street with the southwesterly prolongation of the northwesterly side of a brick platform southeast of the Massillon Passenger Station;

Thence northeastwardly along said southwesterly prolongation, then along said side of said platform, and then along the northwesterly prolongation of said side of said platform 345 feet, more or less, to a point in the southeastwardly prolongation of the northeasterly line of Mill Street; thence, northwestwardly, along said southeasterly prolongation 60 feet, more or less, to a point on the southeasterly line of Jarvis Street, the point of ending.

The above described parcel or parcels are identified in the records of The United States Railway Association as Line Code 2402-109.6.

All that parcel of land situate in the City of Louisville, County of Stark, and State of Ohio, designated Parcel No. OHF 100 49-8 on Railroad Valuation Map No. 300-8342-0-47.1-3, as revised to December 31, 1963, and being all of the land of the Pittsburgh, Fort Wayne and Chicago Railway, Canton-Bayard Branch, as shown on the Map, which lies northeasterly of the following described line:

Beginning from a point at the intersection of the southerly line of land of others and the northeasterly right-of-way line of said Railway, said point distant 80 feet northeastwardly measured at right angles from the centerline of said railroad, as it was located on November 14, 1975, at a point therein distant 1240 feet, more or less, measured southeastwardly on said centerline from another point at the intersection with the easterly right-of-way line of Chapel Street;

Thence, extending along said northeasterly railroad right-of-way line in a southeastwardly direction 885 feet, more or less, to a point at the intersection of said railroad right-of-way line and the line of land of others or its southerly extension, said point distant 90 feet northeastwardly measured at right angles from the said centerline, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 2430-67.0.

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All that parcel of land situate in the Village of Canal Fulton, County of Stark, and State of Ohio, being part of Township 17 North, Range 10 West, and being designated Parcel No. OHF 100 64-9 on Railroad Valuation Map No. 300-8343-0-9-5, as revised to December 31, 1930, and being all of the land of the Pittsburgh, Fort Wayne and Chicago Railway Company, as shown on the Map, lying northeasterly and northwesterly of the following described lines:

Beginning at an angle point in the railroad property line distant 30 feet, measured eastwardly, radially, from the original centerline of location of the Pittsburgh, Fort Wayne and Chicago Railway Company, at a point therein distant 430 feet, more or less, measured southwardly, along said centerline, from another point therein on the southeasterly line of Cherry Street;

Thence, extending in a generally southeasterly direction, parallel and concentric to said centerline, 1730 feet, more or less, to a point on the corporation line of Canal Fulton; thence, northeastwardly, along said corporation line, 20 feet, more or less, to an angle point in the railroad property line, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 2431-8.0.

Vol 4183 Page 684

All that parcel of land situate in the Village of Canal Fulton, County of Stark, and State of Ohio, being part of Township 17 North, Range 10 West, and being designated Parcel No. OHF 100 64-9 on Railroad Valuation Map No. 300-8343-0-9-5, as revised to December 31, 1930, and being all of the land of the Pittsburgh, Fort Wayne and Chicago Railway Company, as shown on the Map, lying northeasterly and northwesterly of the following described lines:

Beginning at an angle point in the railroad property line distant 30 feet, measured eastwardly, radially, from the original centerline of location of the Pittsburgh, Fort Wayne and Chicago Railway Company, at a point therein distant 430 feet, more or less, measured southwardly, along said centerline, from another point therein on the southeasterly line of Cherry Street;

Thence, extending in a generally southeasterly direction, parallel and concentric to said centerline, 1730 feet, more or less, to a point on the corporation line of Canal Fulton; thence, northeastwardly, along said corporation line, 20 feet, more or less, to an angle point in the railroad property line, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 2431-8.0.

Vol 4183 This is referred to in DOCUMENT NO. 2402-109.6

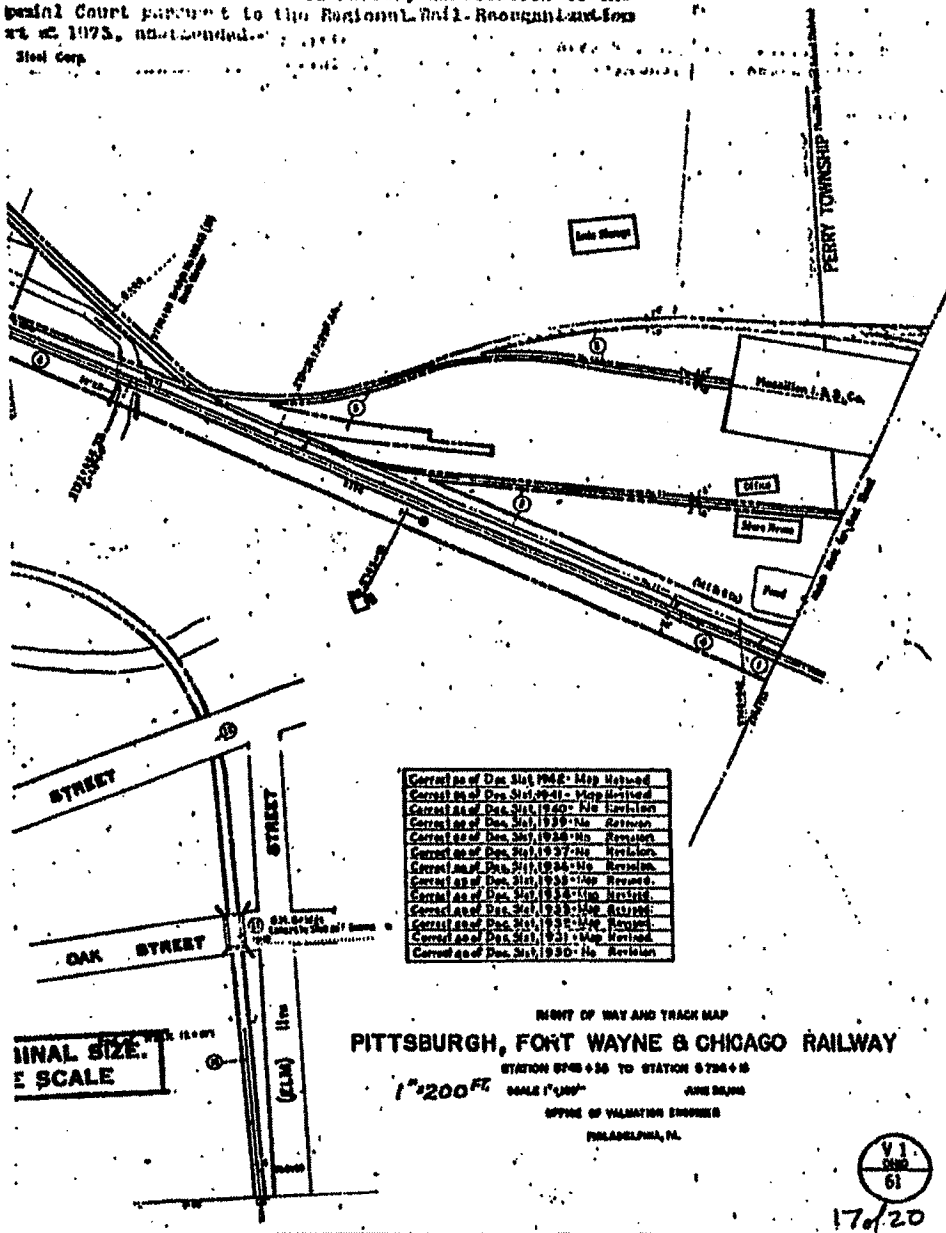
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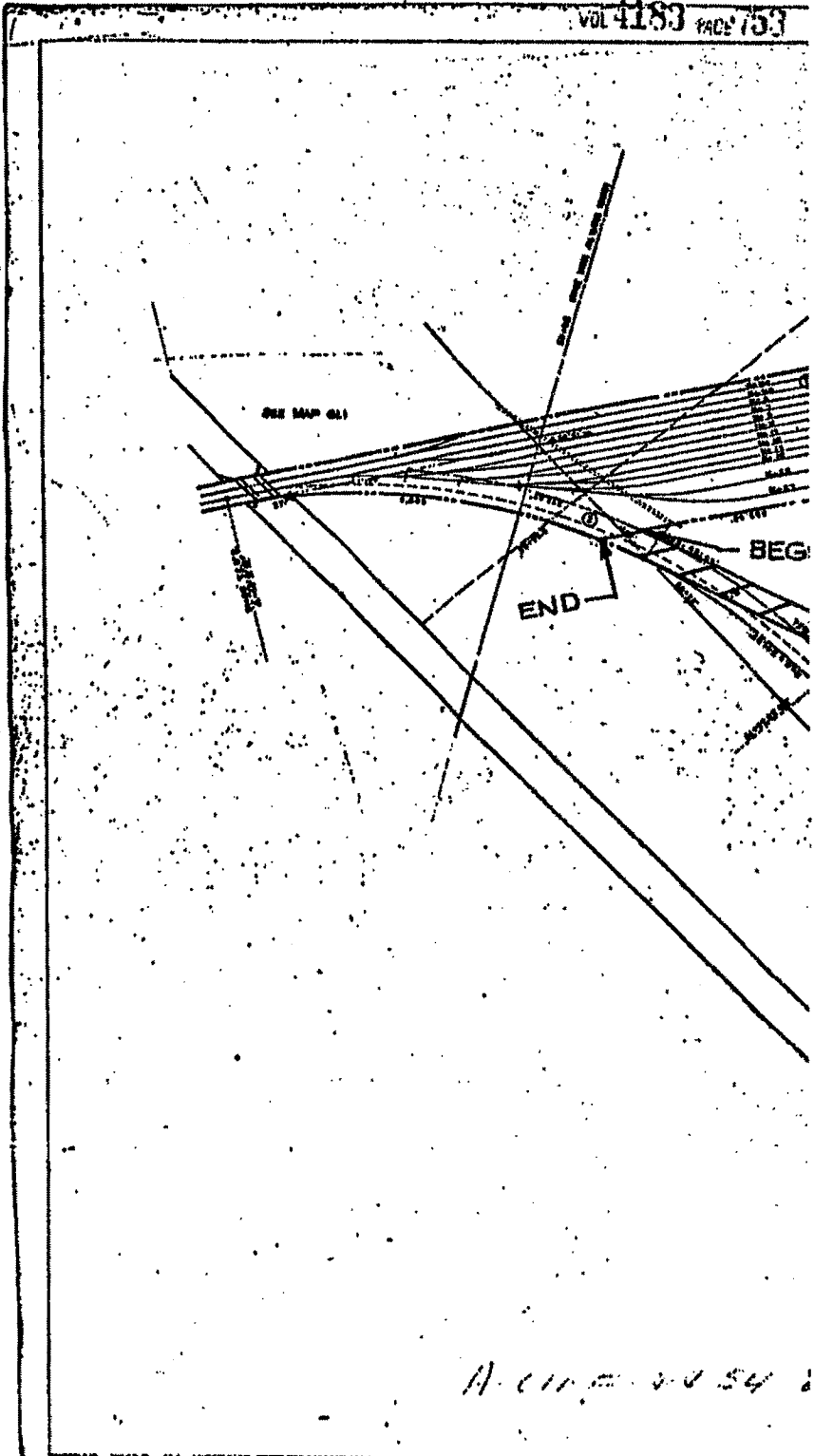
OWNER	VALUATION SECTION	DIV.	SHEET NUMBER	REAL ESTATE REGION
300	8342	-	61	5

PFRW-C-CRC-RP-18

This Map is referred to in DOCUMENT NO. 2402-109.6
 Certified by the United States Railway Association to the Special Court pursuant to the National Rail Reorganization Act of 1973, as amended.

Steel Corp.



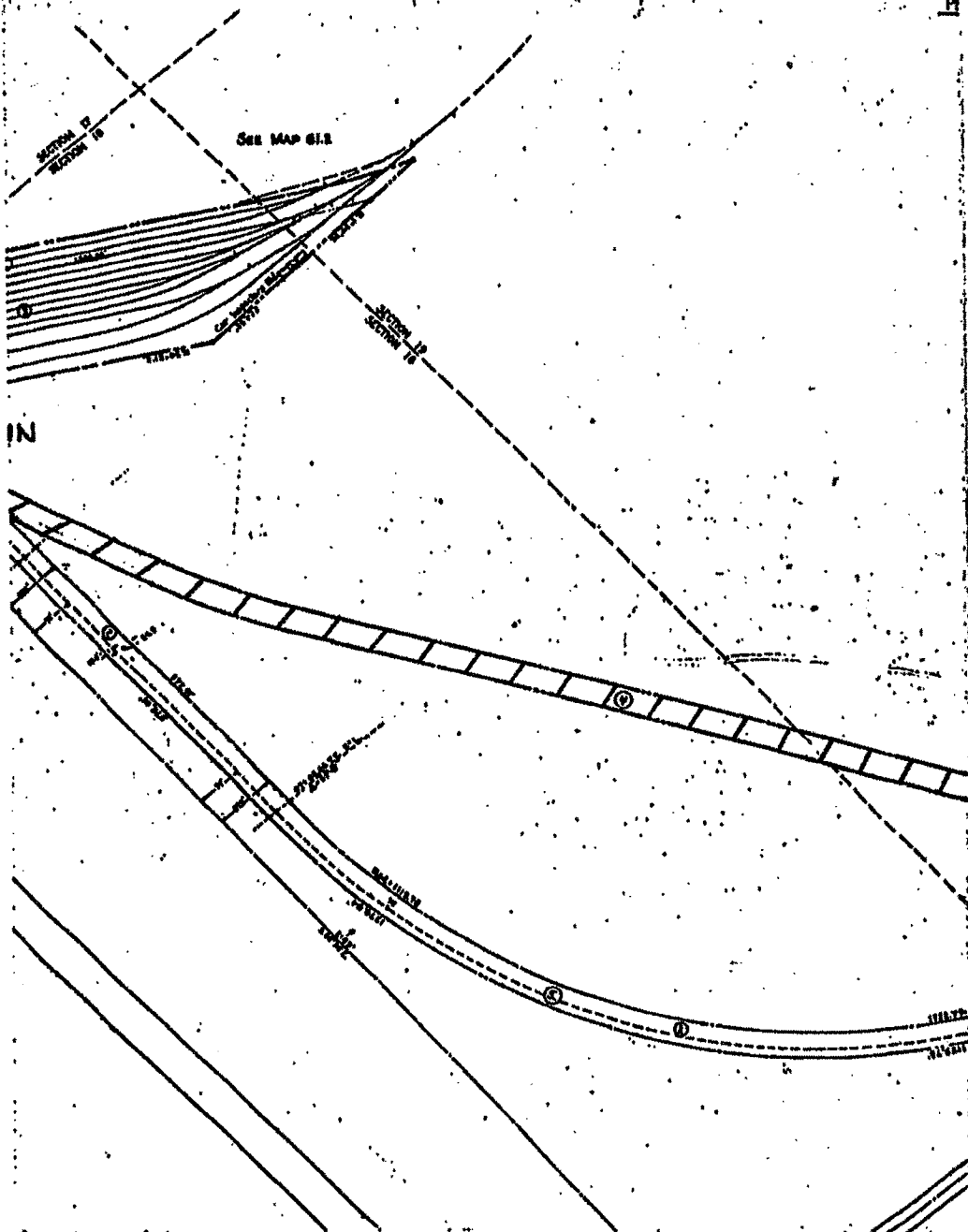


11-010-0054

RM 2558

2-857

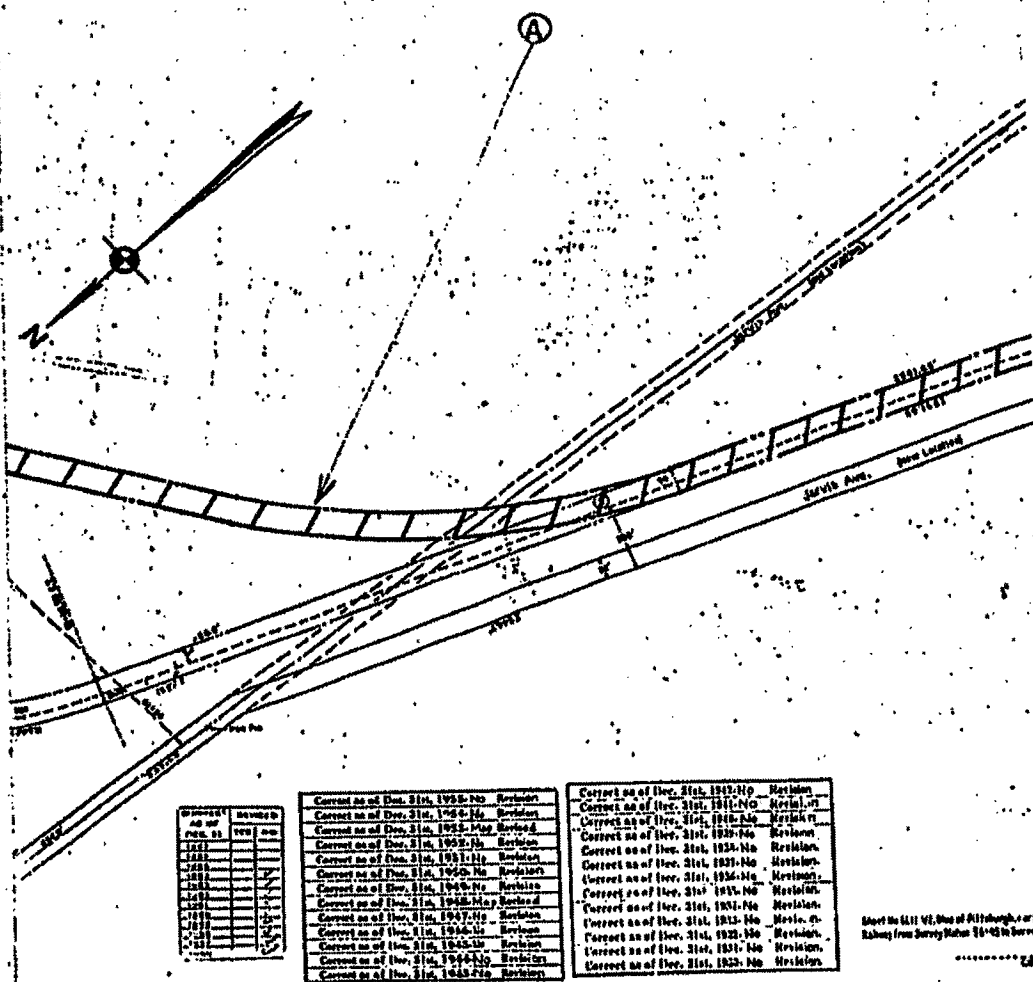
START
P



F - 8.4A

K COUNTY, OHIO
ERRY TOWNSHIP

This Map is referred to in DOCUMENT NO. **PFTW-C-**
certified by the United States Railway Association to
Special Court pursuant to the Regional Rail Reorganiza-
Act of 1973, as amended.

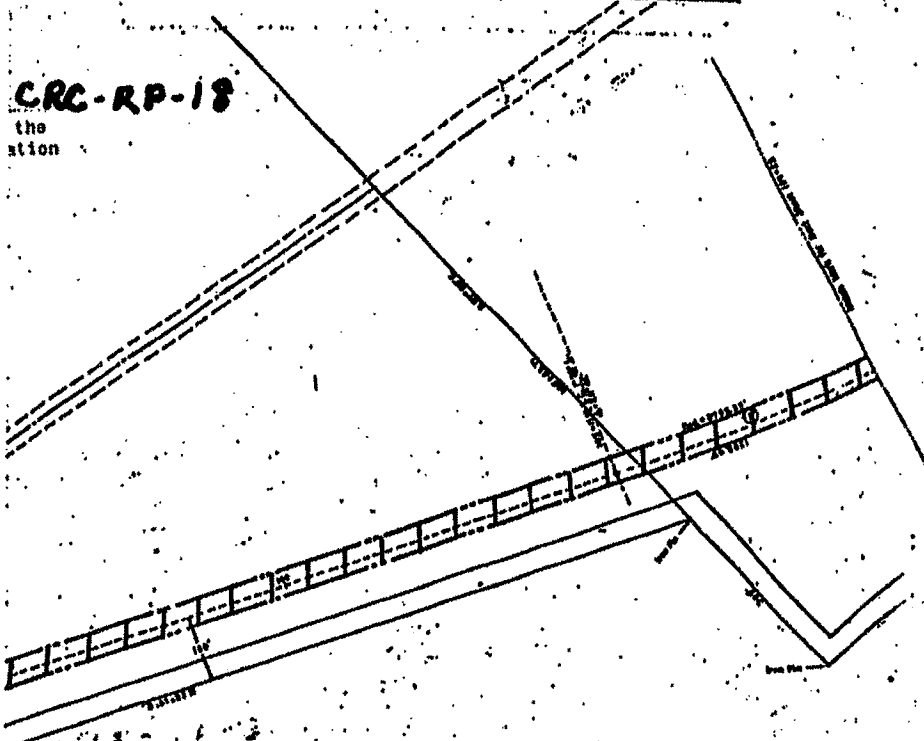


4183 758

2402 109

OWNER	VALUATION SECTION	SUB DIV.	SHEET NUMBER	REAL ESTATE REGION
300	83A2	7	61.11	5

CRC-RP-18
the
station



THIS TRACING IS 50% ORIGINAL SIZE
DRAFTSMAN TO DOUBLE SCALE

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE

PENNSYLVANIA COMPANY
EASTERN DIVISION

STATION 55+45 TO STATION 100+25
SCALE 1" = 100 FT. JUNE 30, 1910

OFFICE OF VALUATION ENGINEER
PITTSBURGH, PA.

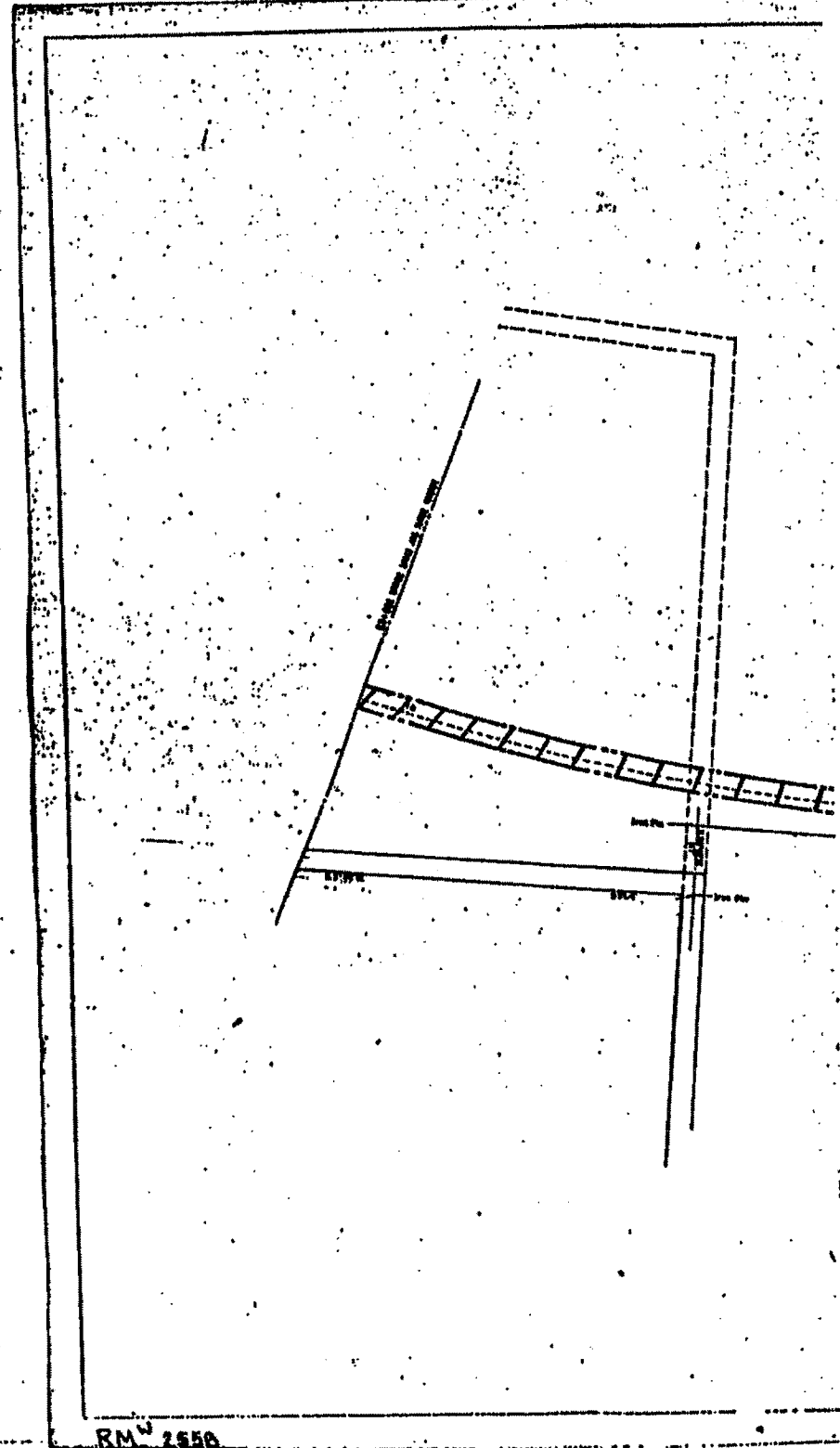
Revised & Chicago
March 1911

Correct as of Dec. 31, 1909 No Revisions
Correct as of Dec. 31, 1910 No Revisions
Correct as of Dec. 31, 1911 No Revisions
Correct as of June 30, 1912 No Revisions



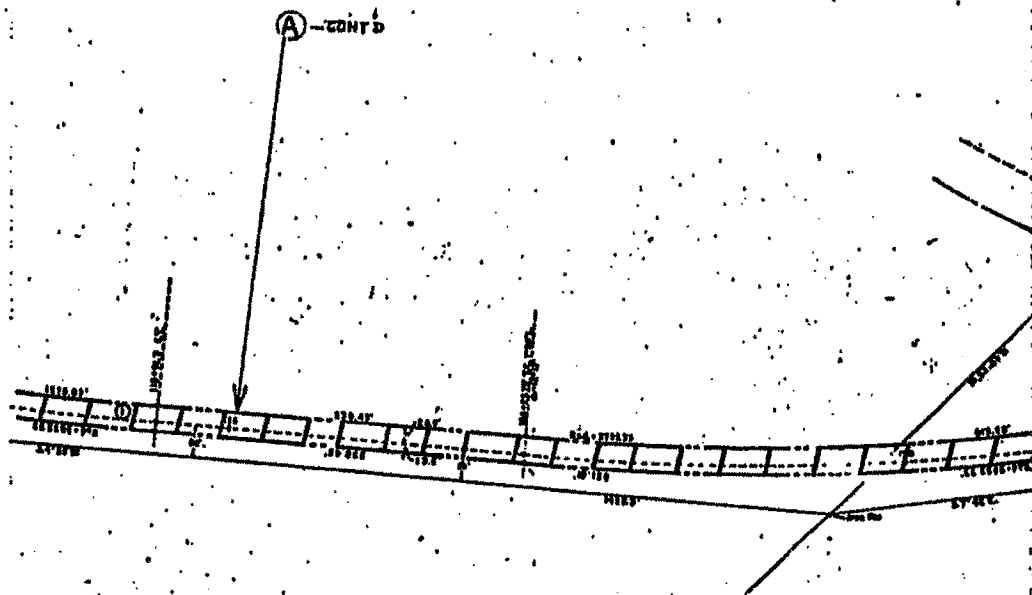
1"=200'

18 of 20



RM 2550
2856

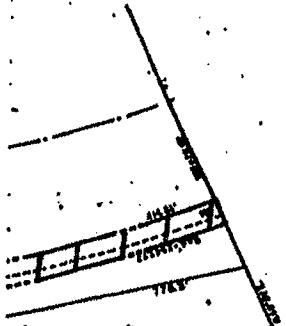
STARK
PER



2402 109

OWNER	VALUATION	SUB	SHEET	REAL ESTATE
SECTION	DIV.	NUMBER	REGION	
300	8342	-	6412	5

Added to in DOCUMENT NO. **PFTW-C-CPC-RP-18**
 United States Railway Association to the
 Agreement to the Regional Rail Reorganization
 Act of 1970.



THIS TRACING IS 50% ORIGINAL SIZE
 DRAFTSMAN TO DOUBLE SCALE

RIGHT OF WAY AND TRACK MAP
 PITTsburgh, FORT WAYNE & CHICAGO RAILWAY
 OPERATED BY THE

PENNSYLVANIA COMPANY
 EASTERN DIVISION

STATION 100+25 TO STATION 100+22.32
 SCALE 1" = 100 FT. DATE 10-10-14

OFFICE OF VALUATION ENGINEER
 PITTSBURGH, PA.

Correct as of Dec. 31, 1919 No Revisions
 Correct as of Dec. 31, 1920 No Revisions
 Correct as of Dec. 31, 1922 No Revisions
 Correct as of June 30, 1922 @ NW Purchase

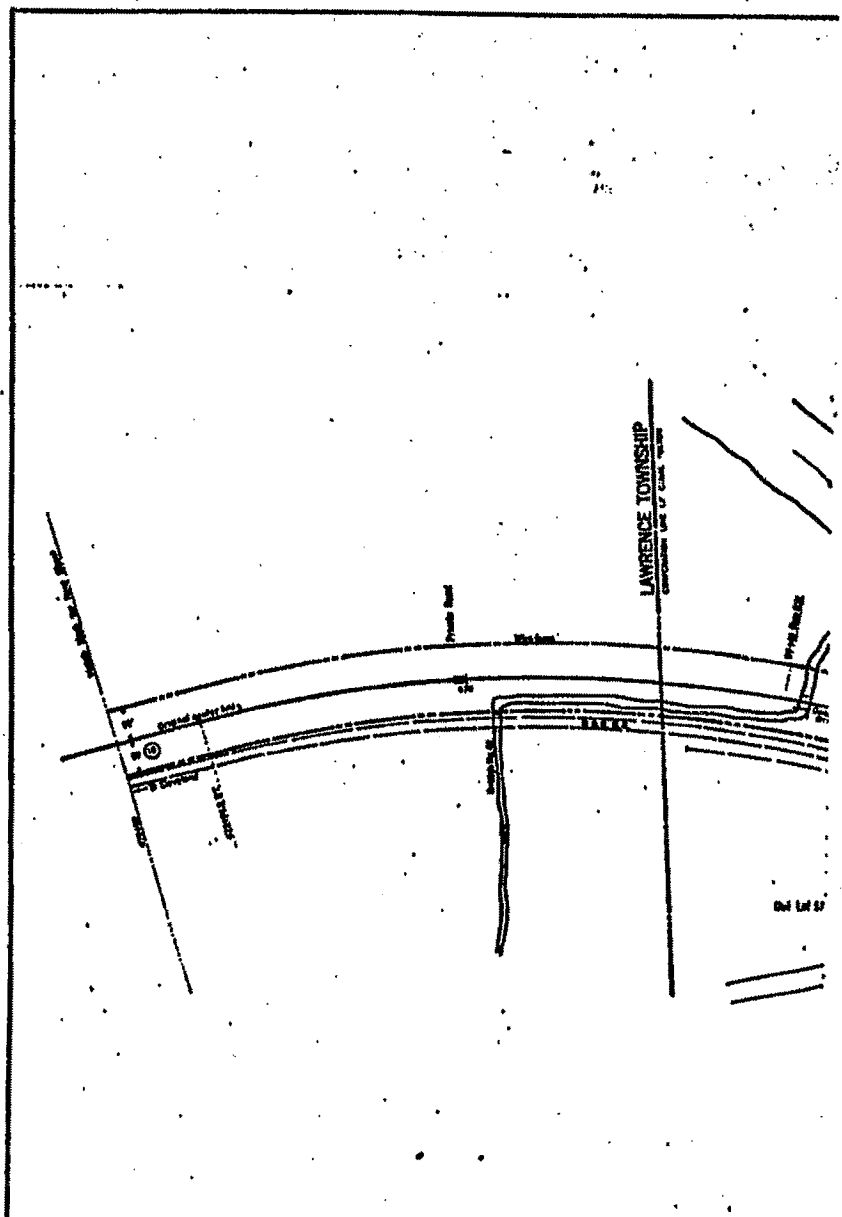
V.1
 6112

1"=200'

19 of 20

66.

232



SCHEDULE OF SURVANCE AND CROSSOVERS

Station	Location	Station	Station	Station	Station	Station
1	1000	2	1000	3	1000	4
5	1000	6	1000	7	1000	8

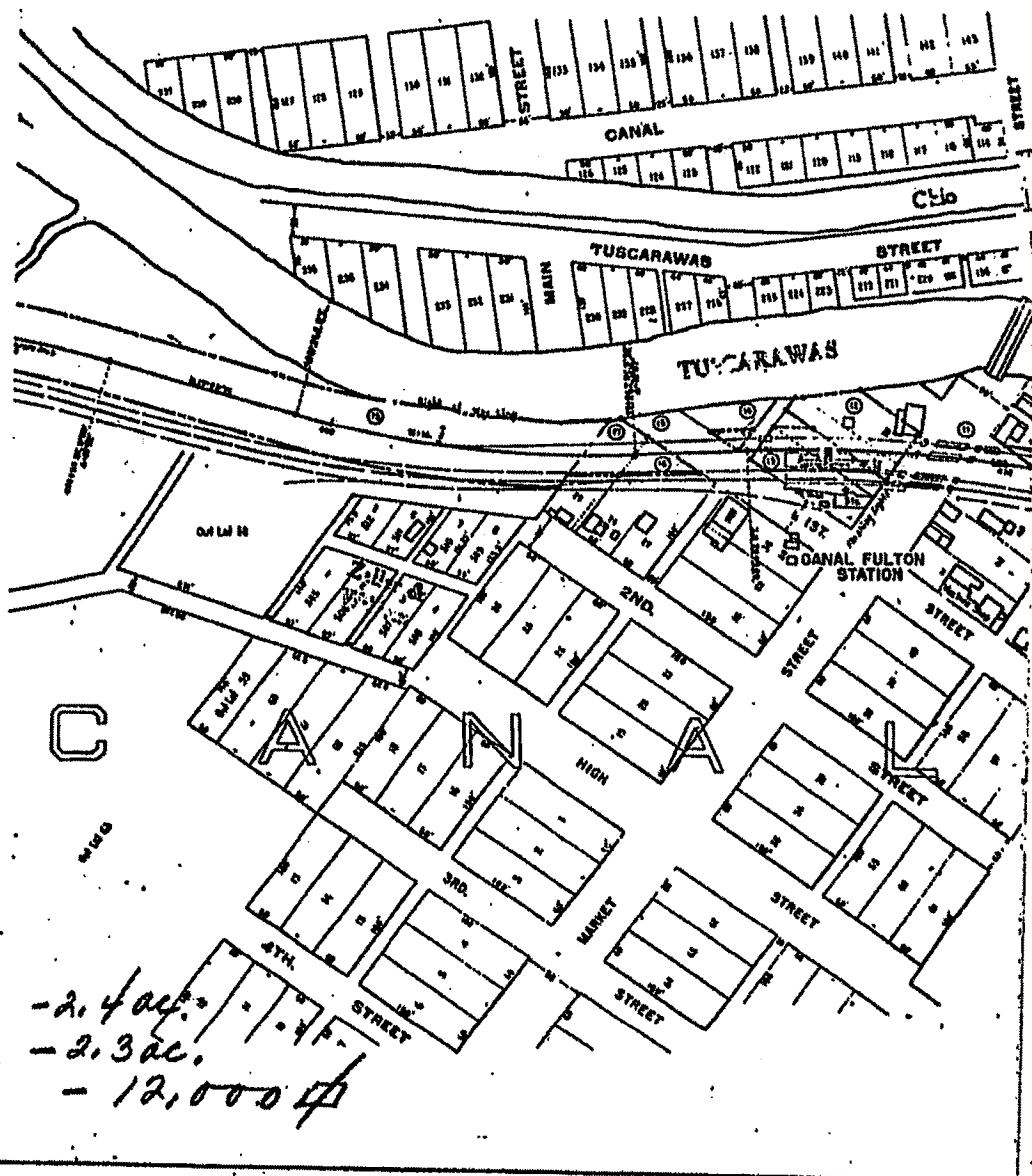
A 04 F100 1-
 B " 6.4-9-
 C " -

286

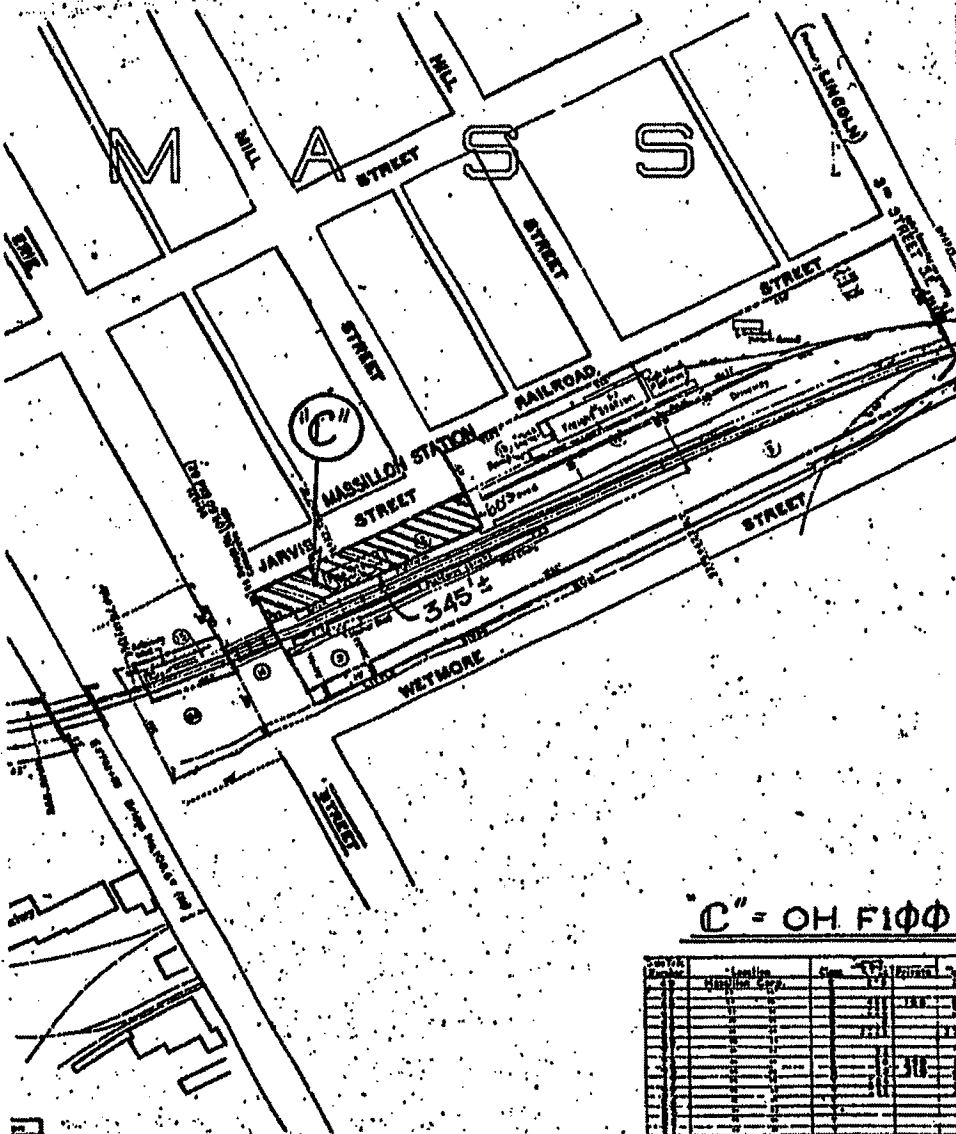
AT 32 M 12/13 & 14

- 48 -

STARK C



STARK CO



"C" - OH FIΦΦ

Block	Lot	Owner	Area	Value	Remarks
100	1	Stark Co	1.00	100.00	
100	2	Stark Co	1.00	100.00	
100	3	Stark Co	1.00	100.00	
100	4	Stark Co	1.00	100.00	
100	5	Stark Co	1.00	100.00	
100	6	Stark Co	1.00	100.00	
100	7	Stark Co	1.00	100.00	
100	8	Stark Co	1.00	100.00	
100	9	Stark Co	1.00	100.00	
100	10	Stark Co	1.00	100.00	

Block	Lot	Owner	Area	Value	Remarks
100	11	Stark Co	1.00	100.00	
100	12	Stark Co	1.00	100.00	
100	13	Stark Co	1.00	100.00	
100	14	Stark Co	1.00	100.00	
100	15	Stark Co	1.00	100.00	
100	16	Stark Co	1.00	100.00	
100	17	Stark Co	1.00	100.00	
100	18	Stark Co	1.00	100.00	
100	19	Stark Co	1.00	100.00	
100	20	Stark Co	1.00	100.00	

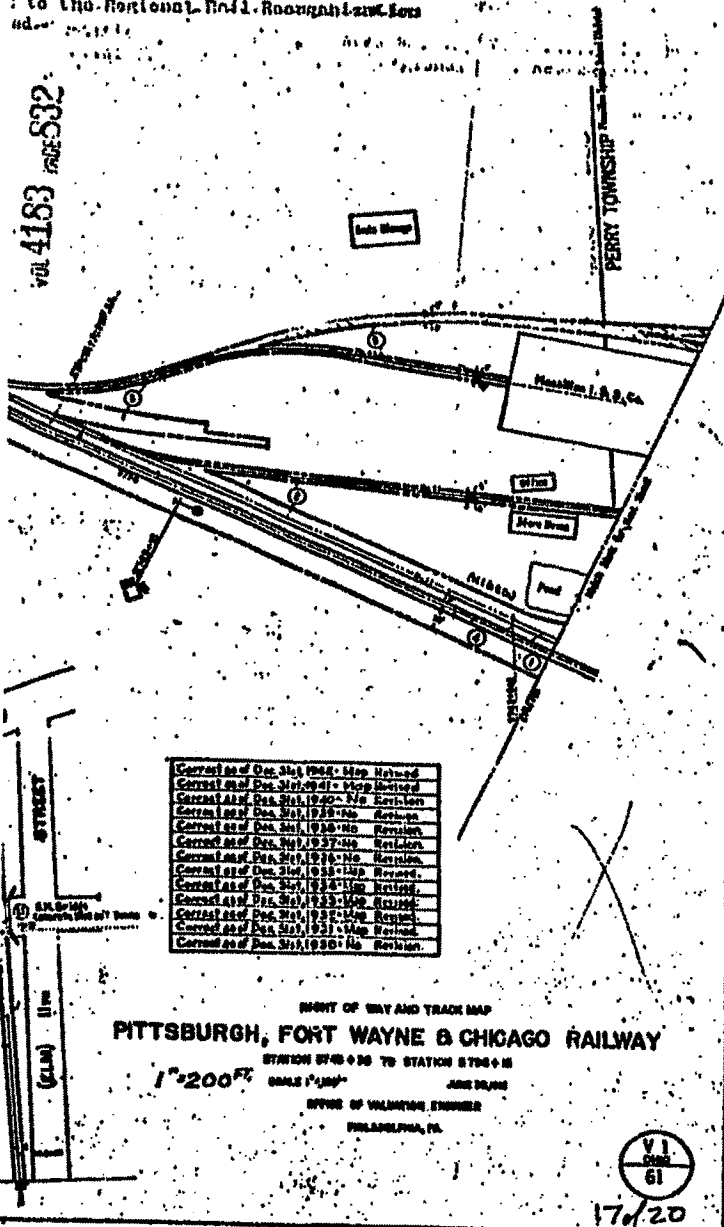
is referred to in DOCUMENT NO. 2402-109.6
 filed by the United States Railway Association to the
 Federal Court pursuant to the National Rail Reorganization
 Act of 1973, as amended.

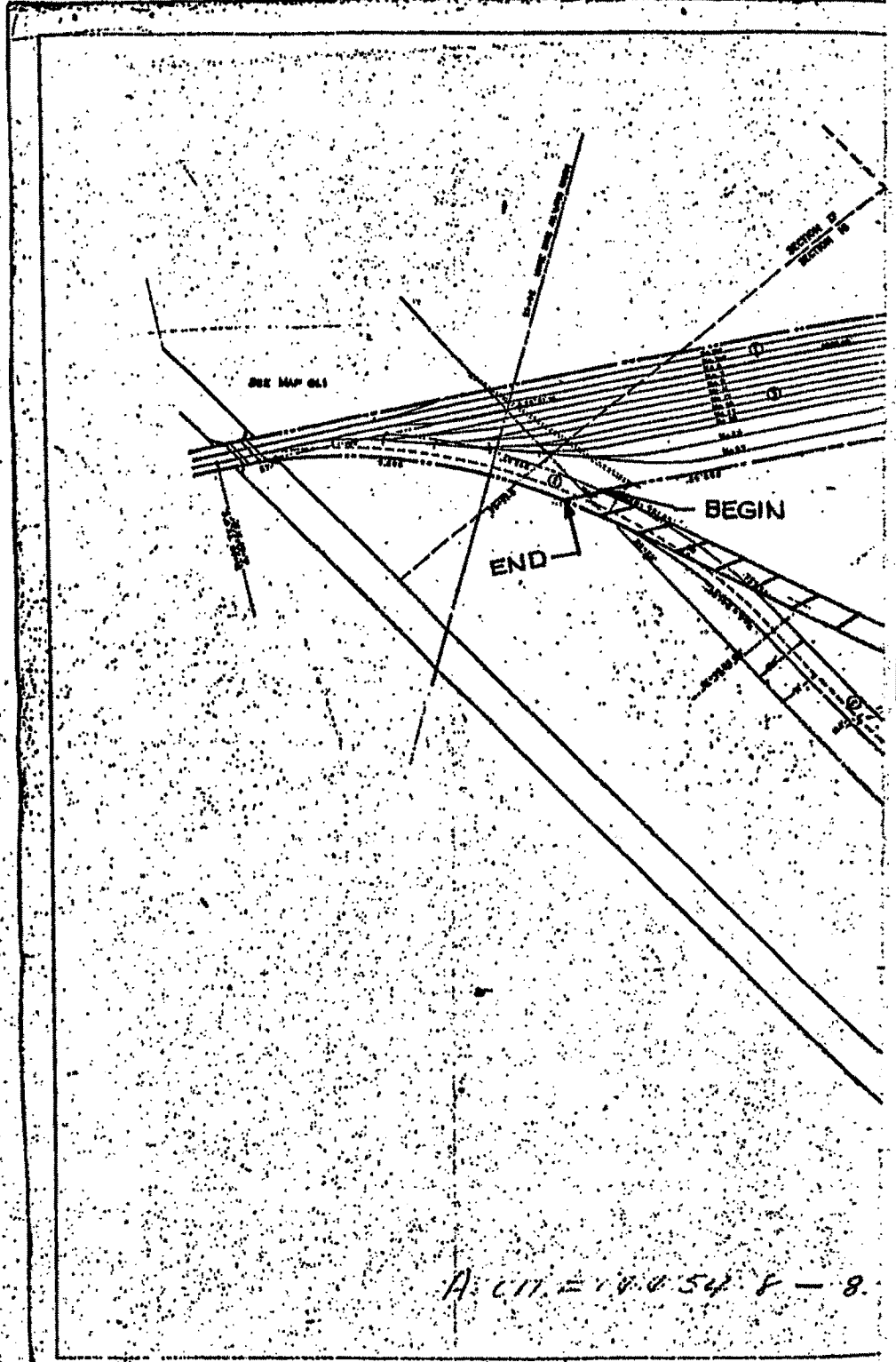
OWNER	VALUATION	SUB	SHEET	REAL ESTATE
300	8342	DIV.	NUMBER	SECTION
			61	5

PFTW-CRC-RP-18

is referred to in DOCUMENT NO. 2402-109.6
 filed by the United States Railway Association to the
 Federal Court pursuant to the National Rail Reorganization
 Act of 1973, as amended.

vol 4183 page 532





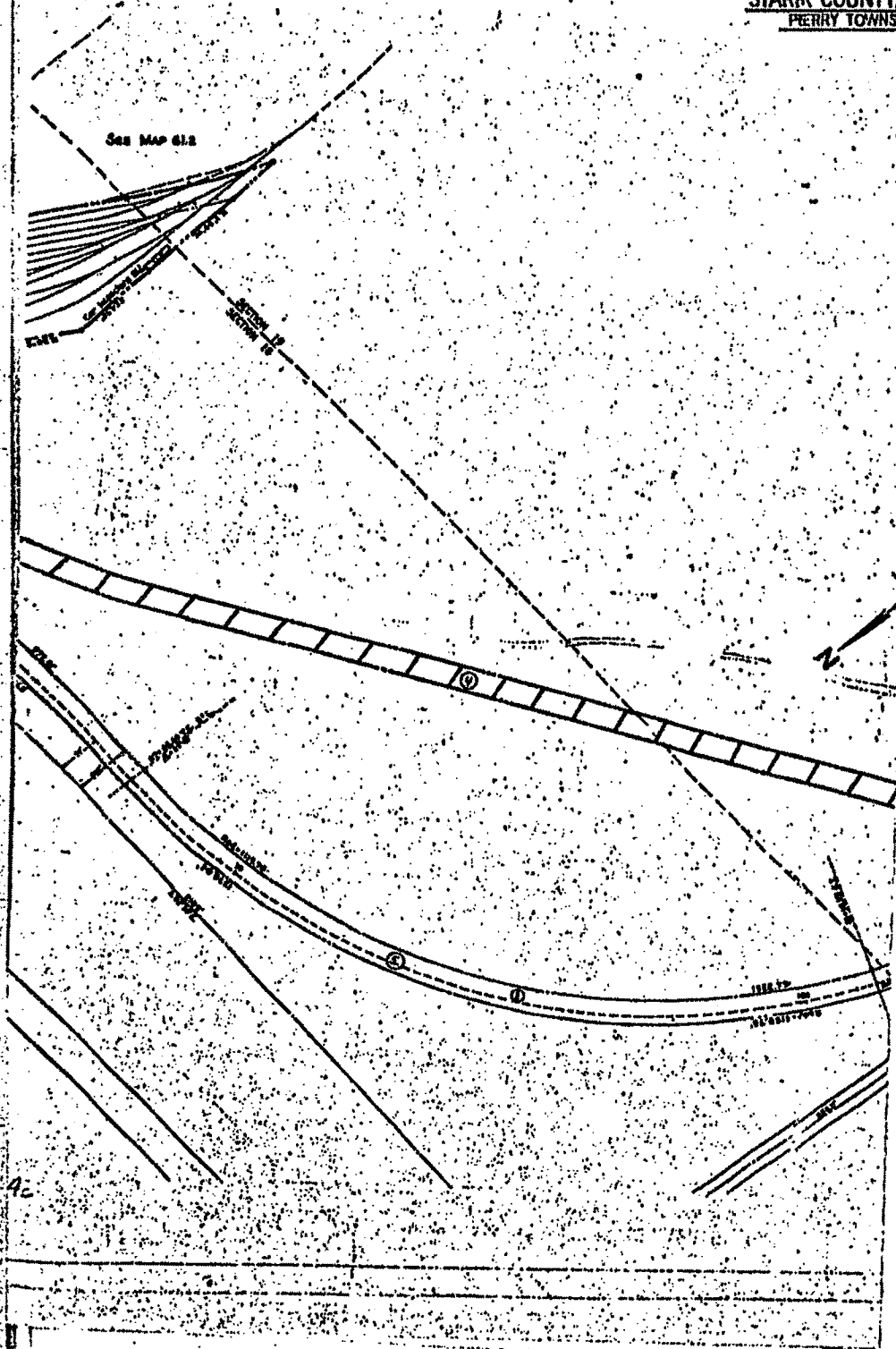
A. C. 11. = 100.54 8 - 8.

R.M. 2558

2-857

STARKE COUNTY, I
PERRY TOWNSHIP

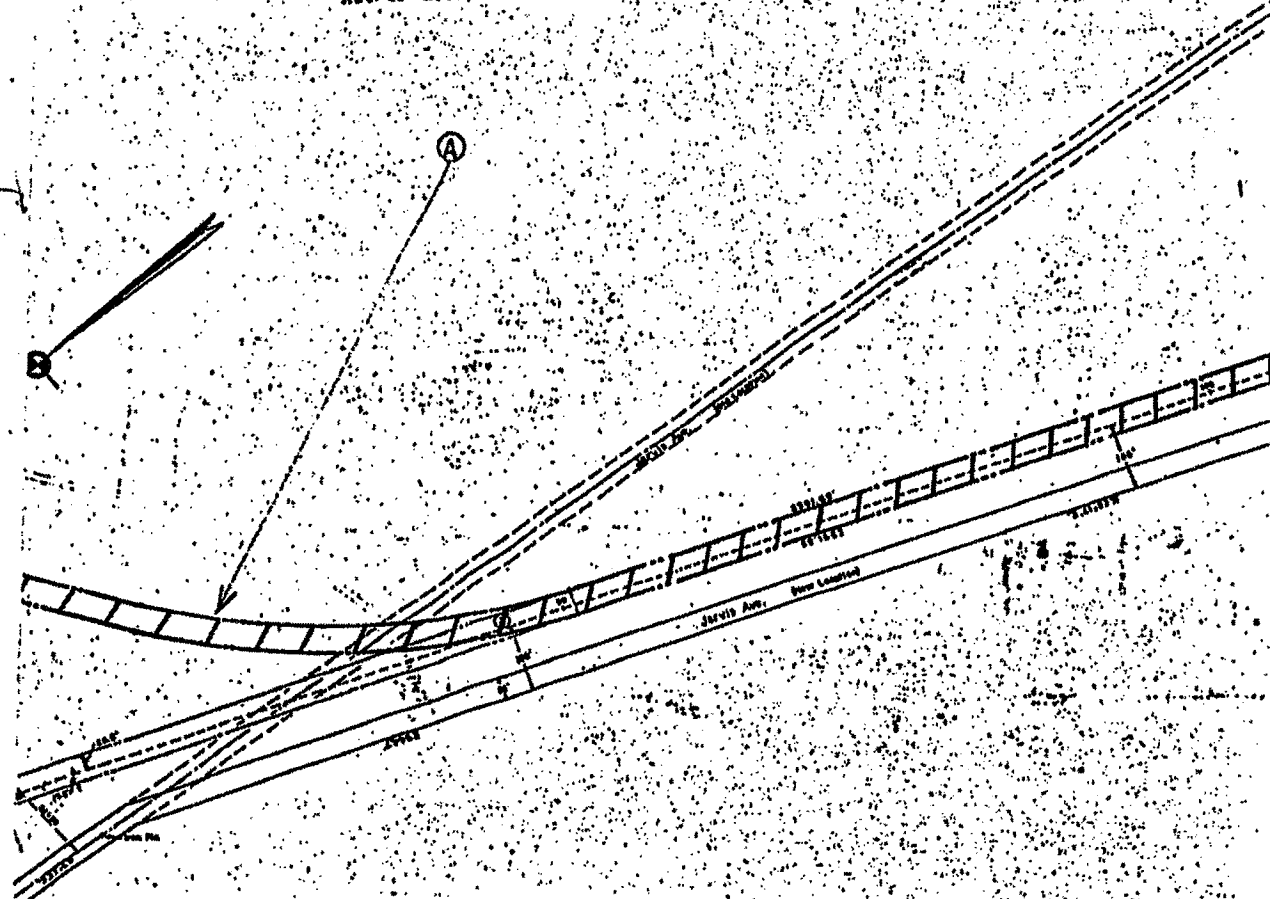
See Map 612



OHIO
E

OWNER: 300
VALUE: A34

This Map is referred to in DOCUMENT NO. **PFTW-C-CRC-RP-18**
certified by the United States Railway Association to the
Special Court pursuant to the Regional Rail Reorganization
Act of 1973, as amended.



REVISION	DATE	BY	NO.
1	1973	...	...
2	1973	...	...
3	1973	...	...
4	1973	...	...
5	1973	...	...
6	1973	...	...
7	1973	...	...
8	1973	...	...
9	1973	...	...
10	1973	...	...

Correct as of Dec. 31st, 1952: No Revision	Correct as of Dec. 31st, 1953: No Revision	Correct as of Dec. 31st, 1954: No Revision	Correct as of Dec. 31st, 1955: No Revision
Correct as of Dec. 31st, 1956: No Revision	Correct as of Dec. 31st, 1957: No Revision	Correct as of Dec. 31st, 1958: No Revision	Correct as of Dec. 31st, 1959: No Revision
Correct as of Dec. 31st, 1960: No Revision	Correct as of Dec. 31st, 1961: No Revision	Correct as of Dec. 31st, 1962: No Revision	Correct as of Dec. 31st, 1963: No Revision
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Subway from Jersey Station to New Jersey State House

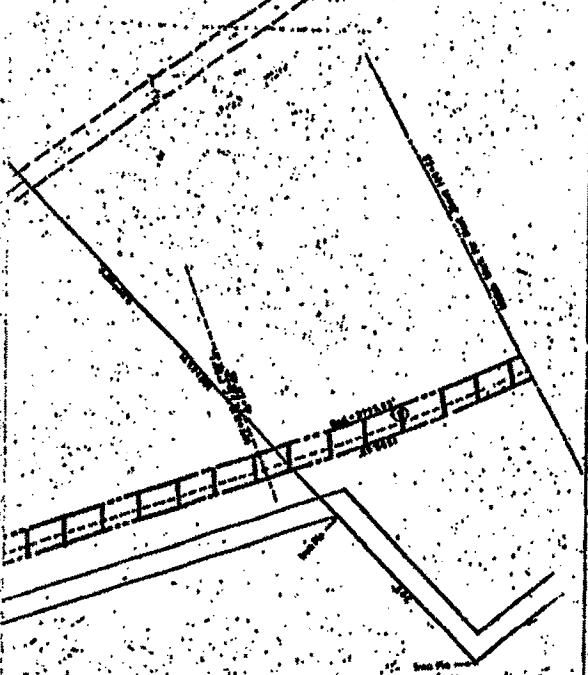
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4182 836

2402 109

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DIV. NUMBER		REGION



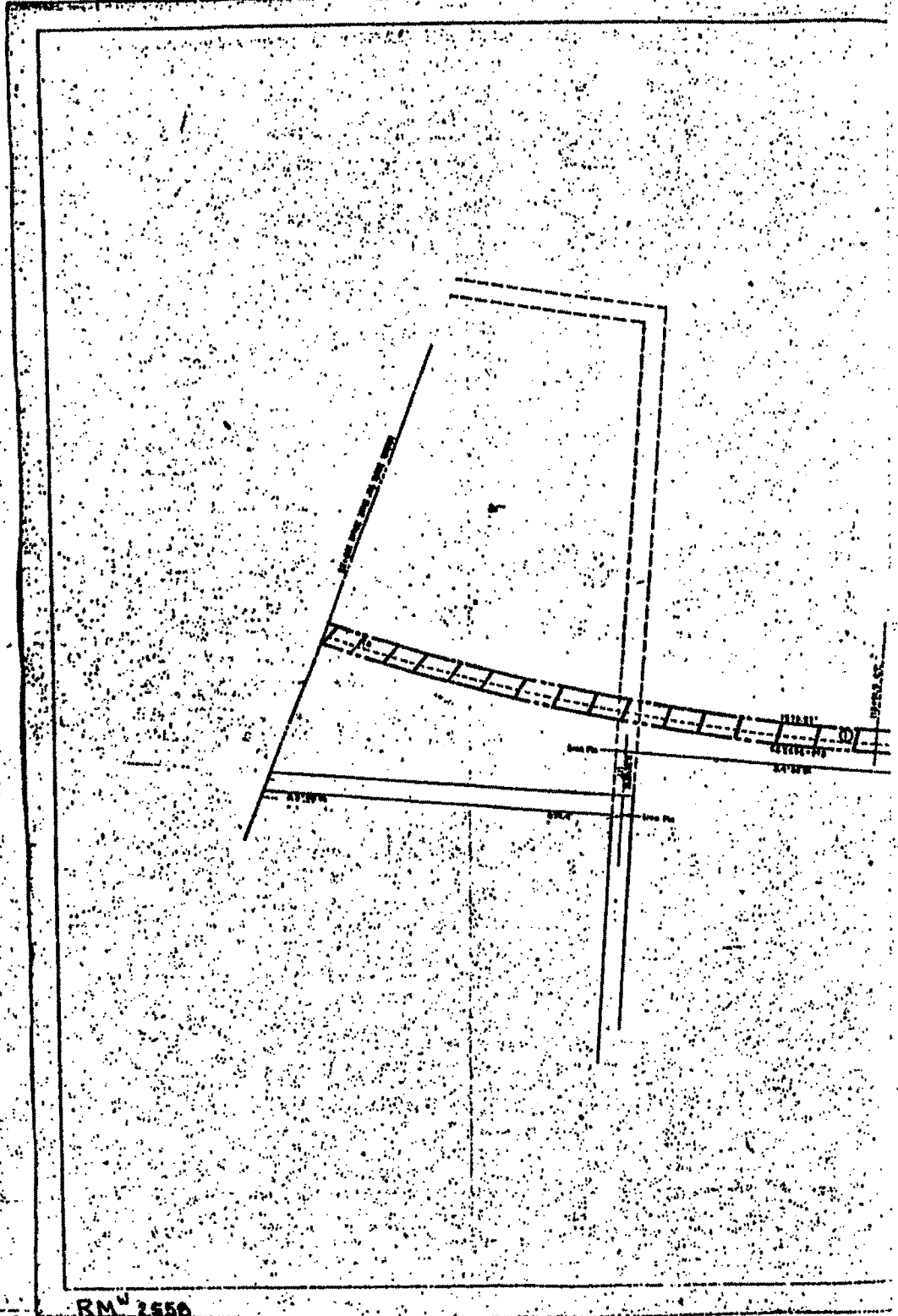
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DRAFTSMAN TO DOUBLE SCALE

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 88+45 TO STATION 100+25
SCALE: 1" = 200' DATE: 10-1-1911
OFFICE OF THE ENGINEER
PITTSBURGH, PA.



1"=200'

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2856 RM 2550

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2402-109

ILLUSTRATION SUB	SHEET	REAL ESTATE
REGION DIV. NUMBER	NUMBER	REGION
1342 -	64.12	5

STW-C-CPC-RP-18
Location to the
1. Reorganization

THIS TRACING IS 50% ORIGINAL SIZE.
DRAFTSMAN TO DOUBLE SCALE

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE

PENNSYLVANIA COMPANY
EASTERN DIVISION

STATION 100+00 TO STATION 100+32.32
SCALE: 1" = 100 FT. DATE: 10-10-1916

OFFICE OF THE ENGINEER
PITTSBURGH, PA.

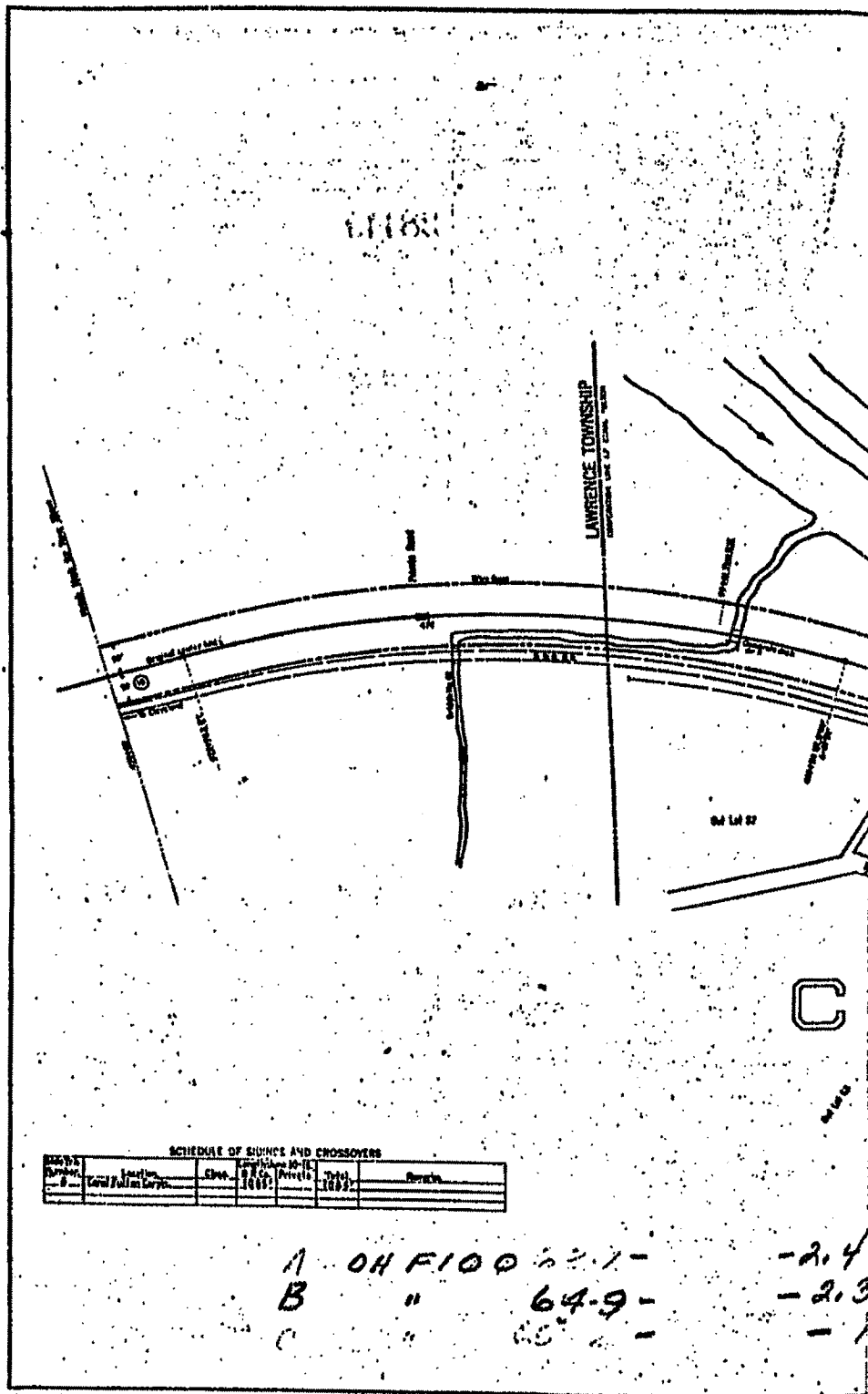


1"=200'

19 of 20

66.

232



A - ON F100 62.7 - -2.4
 B " 64.9 - -2.3
 C " 66.1 - -1.1

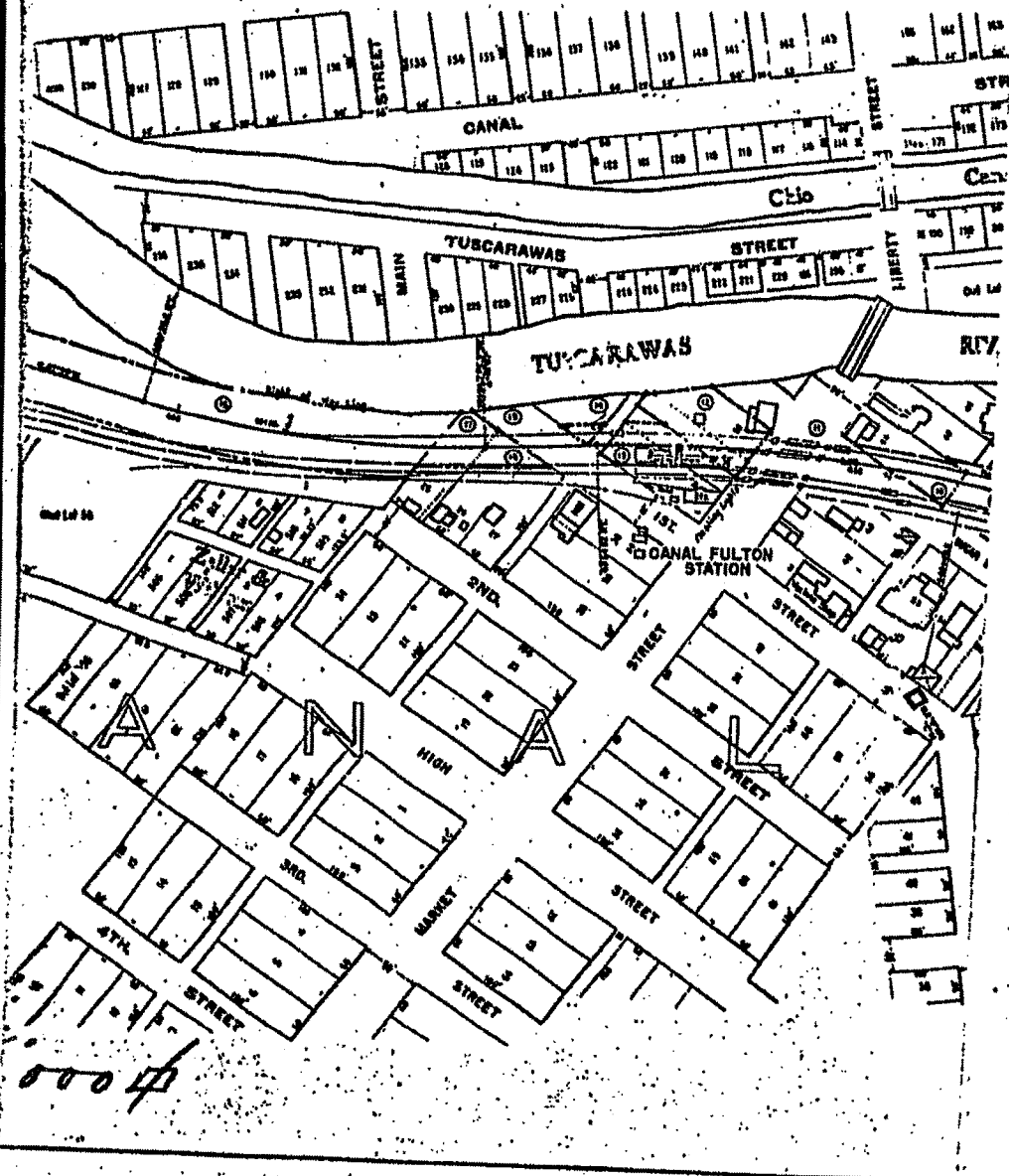
2860

AT 32. M 12/3 & 14

- 10 -

STARK COUNTY, O

T 1 N, R 10 W





Instr: 201309050044205
P: 1 of 534 F: \$28680.00 09/05/2013
Rick Campbell 10:28AM MISC
Stark County Recorder T20130041373

534
6094 CR

DEED OF TRUST, CREDIT LINE DEED OF TRUST, OPEN END MORTGAGE,
ASSIGNMENT, SECURITY AGREEMENT, FIXTURE FILING
AND FINANCING STATEMENT

FROM

CHK UTICA, L.L.C.,
a Delaware limited liability company
(Taxpayer I.D. No. xx-xxx1997)

as MORTGAGOR

to

P. NATHAN BOWLES, JR., a resident of Kanawha County, West Virginia, TRUSTEE,
whose address is 600 Quarrier Street, Charleston, West Virginia, 25301

and

DEUTSCHE BANK TRUST COMPANY AMERICAS,
solely in its capacity as Collateral Agent, as MORTGAGEE

Dated effective as of August 30, 2013

Prepared by:
Christine M. McMillan
Cadwalader, Wickersham & Taft LLP
1111 Bagby Street, Ste 4700
Houston, TX 77002

28699624 97128.041

THIS MORTGAGE INSTRUMENT SECURES FUTURE ADVANCES.

A CARBON, PHOTOGRAPHIC, FACSIMILE, OR OTHER REPRODUCTION OF THIS INSTRUMENT IS SUFFICIENT AS A FINANCING STATEMENT.

THIS IS A CREDIT LINE DEED OF TRUST. THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS, SECURES PAYMENT OF FUTURE ADVANCES AND OTHER OBLIGATIONS, AND COVERS PROCEEDS OF COLLATERAL.

THIS INSTRUMENT COVERS AMONG OTHER THINGS, (A) GOODS WHICH ARE OR ARE TO BECOME FIXTURES RELATED TO THE REAL PROPERTY DESCRIBED HEREIN, AND (B) AS-EXTRACTED COLLATERAL RELATED TO THE REAL PROPERTY DESCRIBED HEREIN (INCLUDING WITHOUT LIMITATION OIL, GAS OR OTHER MINERALS AND OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH AND ACCOUNTS ARISING OUT OF THE SALE AT THE WELLHEAD OR MINEHEAD THEREOF.) THIS INSTRUMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE OR COMPARABLE RECORDS OF THE COUNTIES REFERENCED IN EXHIBIT A HERETO AND/OR SCHEDULE I HERETO AND SUCH FILING SHALL SERVE, AMONG OTHER PURPOSES, AS A FIXTURE FILING AND AS A FINANCING STATEMENT COVERING AS-EXTRACTED COLLATERAL. THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE AND/OR IMMOVABLE PROPERTY CONCERNED WHICH INTEREST IS DESCRIBED IN SECTION 1.1 OF THIS INSTRUMENT.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE, IN CERTAIN JURISDICTIONS WHERE THIS INSTRUMENT MAY BE FILED. A POWER OF SALE MAY ALLOW MORTGAGEE OR THE TRUSTEE (AS HEREINAFTER DEFINED) TO TAKE THE MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR (AS HEREINAFTER DEFINED) UNDER THIS MORTGAGE.

THIS IS AN OPEN-END MORTGAGE WITHIN THE MEANING OF OHIO REVISED CODE SECTION 5301.232 AND 42 PA. C.S.A. SECTIONS 8143 AND 8144. THE MAXIMUM PRINCIPAL AMOUNT SECURED BY THIS INSTRUMENT IS FIVE HUNDRED MILLION DOLLARS (\$500,000,000) IN EACH STATE IN WHICH PROPERTY IS LOCATED. (PLUS ACCRUED BUT UNPAID INTEREST, FEES, COSTS AND EXPENSES AS PROVIDED HEREIN). THIS OPEN END MORTGAGE ALSO SECURES OTHER AMOUNTS PROVIDED HEREIN OR AT LAW.

THIS MORTGAGE WAS PREPARED BY AND WHEN RECORDED AND/OR FILED RETURN TO:

Christine M. McMillan
Cadwalader, Wickersham & Taft LLP
1111 Bagby Street, Ste 4700
Houston, TX 77002

THE BENEFICIAL OWNER OF THE OBLIGATIONS SECURED BY THIS INSTRUMENT IS:

Deutsche Bank Trust Company Americas, as Collateral Agent
60 Wall Street
Mailstop NYC60-2710
New York, New York 10005

DEED OF TRUST, CREDIT LINE DEED OF TRUST, OPEN END MORTGAGE,
ASSIGNMENT, SECURITY AGREEMENT,
FIXTURE FILING AND FINANCING STATEMENT
(this "Mortgage" or "Deed of Trust")

ARTICLE I.

Granting Clauses; Secured Obligations

Section 1.1 Grant and Mortgage. CHK UTICA, L.L.C., a Delaware limited liability company (herein called "Mortgagor"), for and in consideration of the sum of Ten Dollars (\$10.00) to Mortgagor in hand paid, and in order to secure the payment of the secured obligations hereinafter referred to and the performance of the obligations, covenants, agreements, warranties and undertakings of Mortgagor hereinafter described, does hereby (a) GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN AND SET OVER to P. Nathan Bowles, Jr., a resident of Kanawha County, West Virginia, whose address is 600 Quarrier Street, Charleston, West Virginia, 25301, as Trustee (the "Trustee"), for the benefit of the Collateral Agent and the Secured Parties (as defined in the Collateral Agency and Intercreditor Agreement), and grant to Trustee a POWER OF SALE (pursuant to this Mortgage and applicable law) with respect to those of the following described properties, rights and interests that are located within the State of West Virginia (the "Deed of Trust Mortgaged Properties"), and (b) MORTGAGE, ASSIGN, WARRANT, PLEDGE, GRANT, BARGAIN, SELL, TRANSFER, ENCUMBER, ALIEN, CONVEY, DELIVER, HYPOTHECATE AND CONFIRM to DEUTSCHE BANK TRUST COMPANY AMERICAS with offices at 60 Wall Street, Mailstop NYC60-2710, New York, New York 10005, solely in its capacity as Collateral Agent, as mortgagee ("Mortgagee"), for the benefit of itself and the Secured Parties (as defined in the Collateral Agency and Intercreditor Agreement), and grant to Mortgagee a POWER OF SALE (pursuant to this Mortgage and as allowed by applicable law) with respect to all of the following described rights, interests and properties that were not granted to Trustee (including all properties, rights and interests that are located in the State Commonwealth of Pennsylvania and State of Ohio (the "Mortgaged Properties")):

(a) The oil, gas and/or other mineral properties, mineral servitudes and/or mineral rights described in Exhibit A attached hereto and made a part hereof, and the oil, gas and/or mineral properties and/or wells, and/or mineral rights described in Schedule I (or described or referenced in the instruments described in Schedule I);

(b) Without limitation of the foregoing, (1) all other right, title and interest of Mortgagor of whatever kind or character (whether now owned or hereafter acquired by operation of law or otherwise) in and to (i) the oil, gas and/or mineral leases or other agreements described in Exhibit A hereto and (ii) the lands described or referred to in Exhibit A (or described in any of the instruments described on or referred to in Exhibit A), without regard to any limitation as to specific lands or depths that may be set forth in Exhibit A hereto or in any of the leases or other agreements described in Exhibit A hereto or in any of the instruments described or referred to in Exhibit A, and (2) all other right, title and interest of Mortgagor of whatever kind or character (whether now owned or hereafter acquired by operation of law or otherwise) in and to (i) the oil,

gas and/or mineral leases or other agreements described in Schedule I hereto (or described in any of the instruments described or referred to in Schedule I) and (ii) the lands described or referred to in Schedule I (or described in any of the instruments described or referred to in Schedule I) without regard to any limitations as to specific lands or depths that may be set forth in Schedule I hereto or in any of the leases or other agreements described in Schedule I hereto or in any of the instruments described or referred to Schedule I;

(c) All of Mortgagors' interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all presently existing and hereafter created oil, gas and/or mineral unitization, pooling and/or communitization agreements, declarations and/or orders (including, but not limited to, those listed in Exhibit A hereto and/or Schedule I hereto), and in and to the properties, rights and interests covered and the units created thereby (including, without limitation, units formed under orders, rules, regulations or other official acts of any federal, state or other authority having jurisdiction), which cover, affect or otherwise relate to the properties, rights and interests described in clause (a) or (b) above or this clause (c) and in particular, without limitation, with respect to any of Mortgagors' interests that are described in Exhibit A hereto and/or Schedule I hereto with reference only to a recorded unit designation, unit designation agreement, pooling agreement, mineral unitization, pooling and/or communitization agreement, declaration, and/or order (a "Recorded Unit Agreement"), it is the express intent of Mortgagor to include by reference to such Recorded Unit Agreement all of Mortgagors' interest in and to the oil, gas and/or mineral leases or other agreements covered by, described in or referenced in such Recorded Unit Agreement, whether located inside or outside of the applicable unit created or designated by the Recorded Unit Agreement;

(d) All of Mortgagors' interest in and rights under (whether now owned or hereafter acquired by operation of law or otherwise) all presently existing and hereafter created operating agreements, equipment leases, production sales contracts, processing agreements, transportation agreements, gas balancing agreements, farmout and/or farm-in agreements, salt water disposal agreements, area of mutual interest agreements, and other contracts and/or agreements which cover, affect, or otherwise relate to the properties, rights and interests described in clause (a), (b) or (c) above or to the operation of such properties, rights and interests or to the treating, handling, storing, processing, transporting or marketing of oil, gas, other hydrocarbons, or other minerals produced from (or allocated to) such properties, rights and interests (including, but not limited to, those contracts listed in Exhibit A hereto and/or Schedule I hereto), as same may be amended or supplemented from time to time;

(e) All of Mortgagors' interest (whether now owned or hereafter acquired by operation of law or otherwise) in and to all improvements, fixtures, movable or immovable property and other real and/or personal property (including, without limitation, all wells, pumping units, wellhead equipment, tanks, pipelines, flow lines, gathering lines, compressors, dehydration units, separators, meters, buildings, injection facilities, salt water disposal facilities, and power, telephone and telegraph lines), and all easements, servitudes, rights-of-way, surface leases, licenses, permits and other surface

rights, which are now or hereafter used, or held for use, in connection with the properties, rights and interests described in clause (a), (b), (c) or (d) above, or in connection with the operation of such properties, rights and interests, or in connection with the treating, handling, storing, processing, transporting or marketing of oil, gas, other hydrocarbons, or other minerals produced from (or allocated to) such properties, rights and interests, provided that, notwithstanding the foregoing, Mortgagor's interest in any "building" or "mobile home", as those terms are defined in the National Flood Insurance Act of 1968 as amended (42 U.S.C. 4001-4129) or any regulations promulgated thereunder, is not included; and

(f) All rights, estates, powers and privileges appurtenant to the foregoing rights, interests and properties;

TO HAVE AND TO HOLD (a) the Deed of Trust Mortgaged Properties unto the Trustee, and its successors or substitutes in this trust, and to its or their successors and assigns, in trust, for the benefit of the Mortgagee and the holders of the "secured obligations" as described in Section 1.4 hereof, however, upon the terms, provisions and conditions herein set forth, and (b) the Other Mortgaged Properties unto Mortgagee, and Mortgagee's successor and assigns, for the benefit of the Mortgagee and the holders of the "secured obligations" as described in Section 1.4 hereof, upon the terms, provisions and conditions herein set forth (the Deed of Trust Mortgaged Properties and the Other Mortgaged Properties are herein sometimes collectively called the "Mortgaged Properties").

PROVIDED that the Mortgaged Property shall in no event include any Excluded Property. As used herein, the term "Excluded Property" shall mean:

(a) any lease, license, permit, contract, property right or agreement to which the Mortgagor is a party or any of the Mortgagor's rights or interests thereunder if and only for so long as the grant of a lien thereon shall (i) give any other person party to such lease, license, permit, contract, property rights or agreement the right to terminate its obligations thereunder, (ii) constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of the Mortgagor therein or (iii) constitute or result in a breach or termination pursuant to the terms of, or a default under, any such lease, license, permit, contract, property rights or agreement, in each case after taking into account the provisions of Section 9-406, 9 407, 9-408 or 9-409 of the UCC (or any successor provision or provisions); provided that such lease, license, permit, contract, property right or agreement shall be Excluded Property only to the extent and for long as the consequences specified above in subclauses (i) through (iii) of this clause (a) shall exist and shall cease to be Excluded Property and shall become subject to the liens granted under this instrument, immediately and automatically, at such time as such consequences shall no longer exist;

(b) any equipment (as such term is defined in the UCC) owned by the Mortgagor that is subject to a purchase money lien or a capitalized lease permitted under the Collateral Agency and Intercreditor Agreement if the contract or other agreement in which such lien is granted (or in the documentation providing for such capitalized lease) prohibits or requires the consent of any person other than the Mortgagor as a condition to the creation

of any other lien on such equipment, but only, in each case, to the extent, and for so long as, the indebtedness secured by the applicable lien or the capitalized lease has not been repaid in full or the applicable prohibition (or consent requirement) has not otherwise been removed or terminated;

(c) any real property interests which are acquired by the Mortgagor if and to the extent that the Mortgagee at the written direction of the Required Secured Parties (as defined in the Collateral Agency and Intercreditor Agreement) shall have reasonably determined that the costs (including recording taxes and filing fees) of creating and perfecting a lien on such real property interests are excessive in relation to the value of the security afforded thereby;

(d) a portion of Mortgagor's rights and interests in each lease equal to the percentage necessary to allow Mortgagor to grant up to five percent (5%) proportionately reduced ORRIs (as defined in the Royalty Agreements (as defined in the Collateral Agency and Intercreditor Agreement)) as required by the Royalty Agreements as in effect on the date hereof and any modifications thereto that do not materially expand the Excluded Property herein; and

(e) three percent (3%) on an 8/8ths basis of each lease or portion thereof owned by Mortgagor that, prior to the date of this Mortgage, has not been made subject to a conveyance in respect of the Founder Well Participation Program of Chesapeake Energy Corporation (an "FWPP Conveyance");

provided that none of the Excluded Property described in the foregoing in clause (a) or (b) shall be subject to any other liens or security interests, except as described in such clauses.

Section 1.2 Grant of Security Interest. In order to further secure the payment of the secured obligations hereinafter referred to and the performance of the obligations, covenants, agreements, warranties, and undertakings of Mortgagor hereinafter described, Mortgagor does hereby grant to Mortgagee a security interest in the entire interest of Mortgagor (whether now owned or hereafter acquired by operation of law or otherwise) in and to the Mortgaged Properties and in and to:

(a) All oil, gas, other hydrocarbons, and other minerals produced from or allocated to the Mortgaged Properties, and any products processed or obtained therefrom (herein collectively called the "Production"), together with all proceeds of Production (regardless of whether Production to which such proceeds relate occurred on or before or after the date hereof), and together with all liens, privileges and security interests securing payment of the proceeds of the Production, including, but not limited to, those liens, privileges and security interests provided for under (i) statutes enacted in the jurisdictions in which the Mortgaged Properties are located, or (ii) statutes made applicable to the Mortgaged Properties under federal law (or some combination of federal and state law);

(b) Without limitation of any other provisions of this Section 1.2, all payments received in lieu of Production from the Mortgaged Properties (regardless of whether such payments accrued, and/or the events which gave rise to such payments occurred, on or before or after the date hereof), including, without limitation, "take or pay" payments and similar payments, payments received in settlement of or pursuant to a judgment rendered with respect to take or pay or similar obligations or other obligations under a production sales contract, payments received in buyout or buydown or other settlement of a production sales contract, and payments received under a gas balancing or similar agreement as a result of (or received otherwise in settlement of or pursuant to judgment rendered with respect to) rights held by Mortgagor as a result of Mortgagor (and/or its predecessors in title) taking or having taken less gas from lands covered by any of the Mortgaged Properties (or lands pooled or unitized therewith) than their ownership of such Mortgaged Property would entitle them to receive (the payments described in this subsection (b) being herein called "Payments in Lieu of Production");

(c) All equipment, inventory, improvements, fixtures, accessions, goods and other personal property or movable property of whatever nature now or hereafter located on or used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof or the treating, handling, storing, processing, transporting, or marketing of Production), and all licenses and permits of whatever nature now or hereafter used or held for use in connection with the Mortgaged Properties (or in connection with the operation thereof or the treating, handling, storing, processing, transporting, or marketing of Production), and all renewals or replacements of the foregoing or substitutions for the foregoing, provided that, notwithstanding the foregoing, Mortgagor does not grant Mortgagee a security interest in any "building" or "mobile home", as those terms are defined in the National Flood Insurance Act of 1968 as amended (42 U.S.C. 4001-4129) or any regulations promulgated thereunder;

(d) All accounts, receivables, contract rights, choses in action (*i.e.*, rights to enforce contracts or to bring claims thereunder), commercial tort claims, and other general intangibles of whatever nature (regardless of whether the same arose, and/or the events which gave rise to the same occurred, on or before or after the date hereof) related to the Mortgaged Properties, the operation thereof (whether Mortgagor is operator or non-operator), or the treating, handling, separation, stabilization, storing, processing, transporting, gathering or marketing of Production (including, without limitation, any of the same relating to payment of proceeds of Production or to payment of amounts which could constitute Payments in Lieu of Production);

(e) All geological, geophysical, engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Properties, the Production or any other item of the Mortgaged Properties (as hereinafter defined) which are now or hereafter in the possession of Mortgagor or in which Mortgagor can otherwise grant a security interest, and all books, files, records, magnetic media, software and other forms of recording or obtaining access to such data;

(f) All money, documents, instruments, chattel paper (including, without limitation, electronic chattel paper and tangible chattel paper), securities, accounts,

payment intangibles or general intangibles, letters of credit, letter-of-credit rights, supporting obligations and rights to payment of money arising from or by virtue of any transaction (regardless of whether such transaction occurred on or before or after the date hereof) related to the Mortgaged Properties, the Production or any other item of property (all of the properties, rights and interests described in subsections (a), (b), (c), (d) and (e) above and this subsection (f) being herein sometimes collectively called the "Mortgage Collateral"); and

(g) All proceeds of the Mortgage Collateral, whether such proceeds or payments are goods, money, documents, instruments, chattel paper, securities, accounts, payment intangibles, general intangibles, fixtures, real/immovable property, personal/movable property or other assets (the Mortgaged Properties, the Mortgage Collateral and the proceeds of the Mortgaged Properties and the Mortgage Collateral being herein sometimes collectively called the "Mortgaged Properties");

PROVIDED that the Mortgaged Property shall in no event include any Excluded Property.

Except as otherwise expressly provided in this Mortgage, all terms in this Mortgage relating to the Mortgage Collateral and the grant of the foregoing security interest which are defined in the Uniform Commercial Code, as adopted in the Choice of Law State (as such term is defined herein) (the "UCC") shall have the meanings assigned to them in Article 9 (or, absent definition in Article 9, in any other Article) of the UCC, as those meanings may be amended, revised or replaced from time to time. Notwithstanding the foregoing, the parties intend that the terms used herein which are defined in the UCC have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the UCC shall in the future be amended or held by a court to define any term used herein more broadly or inclusively than the UCC in effect on the date of this Mortgage, then such term, as used herein, shall be given such broadened meaning. If the UCC shall in the future be amended or held by a court to define any term used herein more narrowly, or less inclusively, than the UCC in effect on the date of this Mortgage, such amendment or holding shall be disregarded in defining terms used in this Mortgage. For purposes of this paragraph, "Choice of Law State" means the state whose laws govern with respect to procedural and substantive matters relating to the creation of the security interest granted hereby in accordance with the choice of law provision set forth in Section 5.24 hereof.

Section 1.3 Transaction Documents, Other Obligations. This Mortgage is made to secure and enforce the payment and performance of each of the following, obligations, indebtedness and liabilities:

(a) All indebtedness, all payment obligations, including Termination Payments (as defined in the Collateral Agency and Intercreditor Agreement), and other obligations of Mortgagor now or hereafter incurred or arising pursuant to the provisions of the Collateral Agency and Intercreditor Agreement dated as of even date herewith by and among Mortgagor, Deutsche Bank Trust Company Americas, in its capacity as the collateral agent (the "Collateral Agent"), Citibank, N.A. and the other Commodity Hedge Counterparties (as defined in the Collateral Agency and Intercreditor Agreement) and the other Secured Debt Representatives from time to time party thereto, and all supplements thereto and amendments or modifications thereof, and all agreements given in

substitution therefor or in restatement, renewal or extension thereof, in whole or in part (such Collateral Agency and Intercreditor Agreement, and as the same may from time to time be supplemented, amended or modified, and all other agreements given in substitution therefor or in restatement, renewal or extension thereof, in whole or in part, being herein called the "Collateral Agency and Intercreditor Agreement");

(b) All payment obligations, including Termination Payments (as defined in the Collateral Agency and Intercreditor Agreement), all indebtedness and other obligations of Mortgagor now or hereafter incurred or arising pursuant to the Secured Commodity Hedges (as defined in the Collateral Agency and Intercreditor Agreement) from time to time entered into by the Mortgagor (including all master agreements governing such Secured Commodity Hedges together with all confirmations delivered pursuant to such master agreements); all other supplements, and amendments or modifications thereto; all agreements given in substitution therefor or in restatement, renewal or extension thereof, in whole or in part;

(c) All payment obligations, all indebtedness and other obligations of Mortgagor now or hereafter incurred or arising pursuant to the Debt Agreements (as defined in the Collateral Agency and Intercreditor Agreement) from time to time entered into by the Mortgagor; all other supplements, and amendments or modifications thereto; all agreements given in substitution therefor or in restatement, renewal or extension thereof, in whole or in part;

(d) All payment obligations and all indebtedness, obligations and liabilities of Mortgagor now or hereafter incurred (including, without limitation, future obligations) or arising pursuant to the provisions of this Mortgage, any other "Financing Document" as defined in the Collateral Agency and Intercreditor Agreement, or any other instrument now or hereafter evidencing, governing, guaranteeing or securing the "secured obligations" (as hereinafter defined) or any part thereof or otherwise executed in connection with any obligation or indebtedness evidenced or governed by the Collateral Agency and Intercreditor Agreement (the Collateral Agency and Intercreditor Agreement, the Secured Commodity Hedges, the Debt Agreements, this Mortgage, the other Financing Documents and such other instruments and agreements being herein sometimes collectively called the "Transaction Documents");

(e) Without limiting the generality of the foregoing, all post-petition interest, expenses, and other duties and liabilities with respect to payment obligations, indebtedness or other obligations described above in this Section 1.3, which would be owed but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization, or similar proceeding.

Section 1.4 Secured Obligations. The obligations referred to in Section 1.3, and all renewals, extensions and modifications thereof, and all substitutions therefor, in whole or in part, are herein sometimes referred to as the "secured obligations" or the "obligations secured hereby." The holder of any secured obligation is hereinafter referred to as a "Holder." It is contemplated and acknowledged that the secured obligations may include obligations hereafter arising under any of the Transaction Documents and that this Mortgage shall have effect, as of

the date hereof, to secure all secured obligations, regardless of whether any amounts exist on the date hereof or arise on a later date or, whether having arisen, are later repaid in part or in whole and further obligations arise at a later date.

Section 1.5 Limit on Secured Obligations. It is the intention of Mortgagor (in this Section 1.5 called "Grantor") and Mortgagee and the Trustee that this Mortgage not constitute a fraudulent transfer or fraudulent conveyance under any state or federal law that may be applied hereto. Each of Grantor and, by its acceptance hereof, Mortgagee and the Trustee hereby acknowledges and agrees that, notwithstanding any other Section of this Mortgage, the amount of obligations secured by Grantor hereunder shall be limited to the maximum amount of obligations that can be secured by Grantor hereunder without rendering this Mortgage voidable under applicable law relating to fraudulent conveyances or fraudulent transfers with respect to Grantor. For the avoidance of doubt, any determination concerning a limitation or reduction of the amount that can be secured under this Mortgage under this Section 1.5 shall take into account the protections from avoidance to which this Mortgage is entitled pursuant to the Bankruptcy Code, including, without limitation, pursuant to Sections 546, 556, 560 and 561 of the United States Bankruptcy Code (the "Bankruptcy Code").

Section 1.6 Swap Agreement. Mortgagor intends, agrees and acknowledges that each of the Secured Commodity Hedges, and the Collateral Agency and Intercreditor Agreement and the other Collateral Documents each constitutes a "swap agreement" as that term is defined in Section 101(53B) of the Bankruptcy Code, a "forward contract" as that term is defined in Section 101(25) of the Bankruptcy Code, a "master netting agreement" as that term is defined in Section 101(38A), or another protected derivative contract under provisions of the Bankruptcy Code, and, accordingly, Mortgagor intends, agrees and acknowledges that this Mortgage (a) is a "Credit Support Document" under each Master Agreement and (b) is with respect to the Secured Commodity Hedges a "swap agreement," a "forward contract," a "master netting agreement," or another protected derivative contract under provisions of the Bankruptcy Code, and as such is entitled to all of the rights, benefits and protections afforded to such agreements under the Bankruptcy Code and other applicable law. Without limiting the foregoing, as they pertain to the Secured Commodity Hedges, any rights and remedies contained in this Mortgage or any of the other Collateral Documents relating to this Mortgage is in each case a contractual right to cause the termination, liquidation, or acceleration of such an agreements, or to offset net termination values, payment amounts or other transfer obligations, as described in, among other provisions, Sections 560, 556, and 561 of the Bankruptcy Code.

Section 1.7 West Virginia Credit Line Deed of Trust/Future Obligations; Maturity.

(a) This Deed of Trust is a "Credit Line Deed of Trust". Any and all future obligations under this Deed of Trust and the Transaction Documents shall have the same priority as if the future obligations were made on the date that this Deed of Trust was recorded. The future obligations to be secured by this Deed of Trust are obligatory for purposes of West Virginia Code § 38-1-14. This Deed of Trust secures payment of all secured obligations hereinbefore described, as well as all future obligations in an aggregate principal amount not to exceed the sum of five hundred million dollars (\$500,000,000) with respect to the properties located in West Virginia, without regard to

whether such future obligations have been contracted for at the time of recording this Deed of Trust or whether the secured parties under this credit line deed of trust have readvanced principal sums repaid. This credit line deed of trust is also security for interest on the principal sums and for taxes, insurance premiums, and other obligations, including interest thereon, undertaken by the secured parties under this credit line deed of trust or in related facility agreement, hedge agreements, notes or other evidences of indebtedness secured hereby, which interest, taxes, insurance premiums and other obligations, when added to the total principal amount of the secured obligations outstanding at any time, may increase the amount secured by this Deed of Trust, above the foregoing stated maximum amount.

(b) With respect to properties in West Virginia, this instrument shall not have a maturity date, except for any maturity or expiration date prescribed by statute in West Virginia (which, as of the date hereof, establish an expiration date of 35 years after the date hereof and allow such expiration date to be extended by affidavit).

Section 1.8 Pennsylvania Specific Provisions.

(a) This Mortgage shall be an Open-End Mortgage in accordance with Sections 8143 and 8144 of 42 Pa. C.S.A. and it is understood and agreed that this Mortgage is intended to secure balances of advances or other obligations that may be made after this Mortgage is delivered to the recorder for recordation. The maximum value of the unpaid balances of such advances or other obligations that in the aggregate, exclusive of interest, may be outstanding at any time pursuant to this provision is five hundred million dollars (\$500,000,000) with respect to the properties located in Pennsylvania; provided, however, that the Mortgagee, acting at the written direction of the Required Secured Parties, may make additional advances pursuant to the provisions of this Mortgage to protect the Mortgaged Properties, the lien of this Mortgage or otherwise, including, but not limited to, advances to pay taxes, assessments, insurance premiums, and all other amounts that the Mortgagor has agreed to pay pursuant to the provisions hereof or that the Mortgagee has incurred by reason of the occurrence of a default which shall also be secured by this Mortgage.

(b) The written notices provided for in Section 8143 of 42 Pa. C.S.A. from a person claiming priority of a lien or encumbrance over the lien of this Mortgage for any future advances made under any Transaction Document shall be sent to Mortgagee by certified mail, postage prepaid, return receipt requested at the address set forth on the signature pages hereto.

Section 1.9 Ohio Specific Provisions.

(a) This Mortgage is an "Open-End Mortgage" as set forth in Ohio Revised Code Section 5301.232 and secures all secured indebtedness (not only existing indebtedness, but also future indebtedness, obligations and future advances) up to a maximum principal amount of five hundred million dollars (\$500,000,000) with respect to the properties located in Ohio, plus accrued and unpaid interest, fees, costs and expenses as provided herein, which obligations shall include, but are not limited to,

advances for the payment of taxes and municipal assessments, maintenance charges, insurance premiums, costs incurred for the protection of the Mortgaged Property or the lien of this Mortgage, expenses incurred by Mortgagee by reason of any Event of Default or circumstance, which with the passage of time, or giving of notice, or both, would constitute an Event of Default, including, without limitation, legal fees and costs, and advances for construction, alteration or renovation on the Mortgaged Property, together with all other sums due hereunder or secured hereby.

(b) The written notices provided for in Ohio Revised Code Section 5301.232 from a person claiming priority of a lien or encumbrance over the lien of this Mortgage for any future advances made under any Transaction Document shall be sent to Mortgagee by certified mail, postage prepaid, return receipt requested at the address set forth on the signature pages hereto.

ARTICLE II.

Representations, Warranties and Covenants

Section 2.1 Mortgagor represents, warrants, and covenants as follows:

(a) Title and Permitted Encumbrances. As of the date hereof and as of each Utilization Test Date (as defined in the Citibank Hedge Agreement, which term is defined in the Collateral Agency and Intercreditor Agreement) Mortgagor has, and Mortgagor covenants to maintain, good and defensible title to the Mortgaged Properties, free and clear of all liens, privileges, security interests, and encumbrances except for (i) the contracts, agreements, burdens, encumbrances and other matters set forth in the descriptions of certain of the Mortgaged Properties on Exhibit A hereto, (ii) the liens and security interests evidenced by this Mortgage or created under or pursuant to the Collateral Documents, (iii) statutory liens for taxes which are not yet delinquent or which are being contested in good faith by appropriate proceedings, (iv) liens under operating agreements, pooling orders and unitization agreements, and mechanics' and materialmen's liens, with respect to obligations which are not yet due or which are being contested in good faith by appropriate proceedings, (v) statutory liens related to the purchase of crude oil in the ordinary course of business, (vi) statutory liens or privileges with respect to obligations not yet due or which are being contested in good faith by appropriate proceedings, (vii) liens, security interests and encumbrances on Mortgagor's interest in properties that are Excluded Properties pursuant to clauses (d) and (e) of the definition of "Excluded Properties", and (viii) other liens and security interests (if any) in favor of Mortgagee or Trustee (the matters described in the foregoing clauses (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii) being herein called the "Permitted Encumbrances"; provided that no intent to subordinate the first priority of the liens created hereby is intended or inferred); Mortgagor will warrant and defend title to the Mortgaged Properties, subject as aforesaid, against the claims and demands of all persons claiming or to claim the same or any part thereof.

With respect to each of the Mortgaged Properties as of the date hereof, the ownership of Mortgagor in such Mortgaged Property does and will, (i) with respect to

each tract of land described in Exhibit A and/or Schedule I hereto, (whether described directly in such Exhibit A and/or Schedule I or described by reference to another instrument) in connection with such Mortgaged Property, (A) entitle Mortgagor to receive (subject to the terms and provisions of this Mortgage) a decimal or percentage share of the oil, gas and other hydrocarbons produced from, or allocated to, such tract equal to not less than the decimal or percentage share set forth in Schedule I in connection with such tract in the column headed "NRI", (B) cause Mortgagor to be obligated to bear a decimal or percentage share of the cost of exploration, development and operation of such tract of land not greater than the decimal or percentage share set forth in Schedule I in connection with such tract in the column headed "WI", and (ii) if such Mortgaged Property is shown on Schedule I to be subject to a unit or units, with respect to each such unit, (A) entitle Mortgagor to receive (subject to the terms and provisions of this Mortgage) a decimal or percentage share of all substances covered by such unit which are produced from, or allocated to, such unit equal to not less than the decimal or percentage share set forth in Schedule I in connection with such Mortgaged Property in connection with such tract in the column headed "NRI", (and if such Mortgaged Property is subject to more than one unit, words identifying such interest with such unit), and (B) obligate Mortgagor to bear a decimal or percentage share of the cost of exploration, development and operation of such unit not greater than the decimal or percentage share set forth in Schedule I in connection with such tract in the column headed "WI", (and if such Mortgaged Property is subject to more than one unit, words identifying such interest with such unit). With respect to each Mortgaged Property described in Exhibit A and/or Schedule I hereto (or in any of the instruments described or referred to in Exhibit A and/or Schedule I) which is subject to a voluntary or involuntary pooling, unitization or communitization agreement and/or order, the term "tract of land" as used in this Section 2.1(a) shall mean the pooled, unitized or communitized area as an entirety and shall not be deemed to refer to any individual tract committed to said pooled, unitized or communitized area. Without limitation of the foregoing, the ownership by Mortgagor of the Mortgaged Properties does and will, with respect to each well or unit identified on Schedule I attached hereto and made a part hereof, entitle Mortgagor to receive (subject to the terms and provisions of this Mortgage) a decimal or percentage share of the oil, gas and other hydrocarbons produced from, or allocated to, such well or unit equal to not less than the decimal or percentage share set forth, for such well or unit, in the column headed "NRI" on Schedule I, and cause Mortgagor to be obligated to bear a decimal or percentage share of the cost of operation of such well or unit equal to not more than the decimal or percentage share set forth, for such well or unit, in the column headed "WI" on Schedule I.

With respect to each of the Mortgaged Properties as of each Utilization Test Date (as defined in the Citibank Hedge Agreement, which term is defined in the Collateral Agency and Intercreditor Agreement), the ownership of Mortgagor in the Mortgaged Property does and will comport with the representations set forth in the preceding paragraph; provided that each reference to Schedule I and Exhibit A shall be deemed to be a reference to the most recently delivered Reserve Report (as defined in the Citibank Hedge Agreement, which term is defined in the Collateral Agency and Intercreditor Agreement).

The above-described shares of Production which Mortgagor is entitled to receive and shares of expenses which Mortgagor is obligated to bear are not and will not be subject to change (other than changes which arise pursuant to non consent provisions of operating agreements described in Exhibit A in connection with operations hereafter proposed), except, and only to the extent that, such changes are reflected in Exhibit A and/or Schedule I, as the case may be.

Any fractional, percentage or decimal interests specified in Exhibit A and/or Schedule I in referring to Mortgagors' interest in the Mortgaged Property are solely for the purposes of the warranties set forth above and shall in no manner limit the quantum of the interests of the Mortgagor in the Mortgaged Property pledged by the Mortgagor hereunder.

There is not and will not be any unexpired financing statement covering any part of the Mortgaged Property on file in any public office naming any party other than Mortgagee or Trustee as secured party except in connection with Permitted Encumbrances. Without limiting the obligations of Mortgagor to provide title diligence materials set forth in the applicable Secured Swap Agreement or Debt Agreement, to the extent it is determined that the information set forth in Exhibit A, Schedule I or the relevant Reserve Report is deficient, upon request by Mortgagee, acting at the written direction of the Required Secured Parties, Mortgagor will deliver to Mortgagee schedules of all internal and third party information identifying the Mortgaged Properties (such as, for example, lease names and numbers assigned by Mortgagor or the operator of any of the Mortgaged Properties, well and/or unit and/or property names and numbers assigned by purchasers of Production, and internal identification names and numbers used by Mortgagor in accounting for revenues, costs, and joint interest transactions attributable to the Mortgaged Properties).

(b) Leases and Contracts; Performance of Obligations. The oil, gas and/or mineral leases, contracts, servitudes and other agreements forming a part of the Mortgaged Properties, to the extent the same cover or otherwise relate to the Mortgaged Properties, are in full force and effect, and Mortgagor agrees to maintain them in full force and effect. All rents, royalties and other payments due and payable under such leases, contracts, servitudes and other agreements, or under the Permitted Encumbrances, or otherwise attendant to the ownership or operation of the Mortgaged Properties, have been, and will continue to be, properly and timely paid. Mortgagor is not in default with respect to Mortgagors' obligations (and Mortgagor is not aware of any default by any third party with respect to such third party's obligations) under such leases, contracts, servitudes and other agreements, or under the Permitted Encumbrances, or otherwise attendant to the ownership or operation of any part of the Mortgaged Properties, where such default could adversely affect the ownership or operation of the Mortgaged Properties; Mortgagor will fulfill all such obligations coming due in the future. Mortgagor is not currently accounting (and will not hereafter agree to account) for any royalties, or overriding royalties or other payments out of Production, on a basis (other than delivery in kind) less favorable to Mortgagor than proceeds received by Mortgagor (calculated at the well) from sale of Production, and there are no situations where

Mortgagor is aware that a contingent liability may exist to account on a basis other than on the basis of proceeds received by Mortgagor (calculated at the well).

(c) Sale of Production. None of the Mortgaged Properties are or will become subject to any contractual or other arrangement (i) whereby payment for Production is or can be deferred for a substantial period after the month in which such Production is delivered (*i.e.*, in the case of oil, not in excess of sixty (60) days, and in the case of gas, not in excess of ninety (90) days) or (ii) whereby payments are made to Mortgagor other than by checks, drafts, wire transfer advises or other similar writings, instruments or communications for the immediate payment of money. Except for production sales contracts, processing agreements or transportation agreements (or other agreements relating to the marketing of Production) entered into in the ordinary course of business (in connection with the Mortgaged Properties to which they relate), (i) none of the Mortgaged Properties are or will become subject to any contractual or other arrangement for the sale, processing or transportation of Production (or otherwise related to the marketing of Production) which cannot be cancelled on one hundred twenty (120) days' (or less) notice and (ii) all contractual or other arrangements for the sale, processing or transportation of Production (or otherwise related to the marketing of Production) shall be either (A) bona fide arm's length transactions with third parties not affiliated with Mortgagor and shall be at the market price (and on market terms) (such price shall, in the case of Production sales which are subject to price controls, be determined giving consideration to such fact) or (B) pursuant to contractual or other arrangements terminable by the Mortgagor (or the Mortgagee or Trustee or any purchaser of any one or more of the Mortgaged Properties) without penalty upon not more than thirty (30) days' notice, on terms no less favorable to Mortgagor than those available in bona fide arm's length transactions with third parties not affiliated with Mortgagor and at the market price (and on market terms). Mortgagor is presently receiving a price for all Production from (or attributable to) each of the Mortgaged Properties covered by a production sales contract as computed in accordance with the terms of such contract, and is not having deliveries of Production from any of such Mortgaged Properties curtailed by such purchaser substantially below such property's delivery capacity. Neither Mortgagor, nor any of its predecessors in title, has received prepayments (including, but not limited to, payments for gas not taken pursuant to "take or pay" or other similar arrangements) for any oil, gas or other hydrocarbons produced or to be produced from the Mortgaged Properties after the date hereof, and Mortgagor hereby covenants not to enter into any such advance or prepayment arrangements whereby it accepts consideration for oil, gas or other hydrocarbons not yet produced. None of the Mortgaged Properties are or will become subject to any "take or pay" or other similar arrangement (i) which can be satisfied in whole or in part by the production or transportation of gas from other properties or (ii) as a result of which Production from the Mortgaged Properties may be required to be delivered to one or more third parties without payment (or without full payment) therefor as a result of payments made, or other actions taken, with respect to other properties. None of the Mortgaged Properties are subject at the present time to any regulatory refund obligation and, to the best of Mortgagors' knowledge, no facts exist which might cause the same to be imposed.

(d) Condition of Personal or Movable Property. The equipment, inventory, improvements, fixtures, goods and other tangible personal/movable property forming a part of the Mortgaged Properties are and will remain in good repair and condition and are and will be adequate for the normal operation of the Mortgaged Properties in accordance with prudent industry standards; all of such Mortgaged Property is, and will remain, located on the Mortgaged Properties, except for that portion thereof which is or shall be located elsewhere (including that usually located on the Mortgaged Properties but temporarily located elsewhere) in the course of the normal operation of the Mortgaged Properties.

(e) Operation of Mortgaged Properties. The Mortgaged Properties (and properties unitized therewith) are being (and, to the extent the same could adversely affect the ownership or operation of the Mortgaged Properties after the date hereof, have in the past been), and hereafter will be, maintained, operated and developed in a good and workmanlike manner, in accordance with prudent industry standards and in conformity with all applicable laws and all rules, regulations and orders of all duly constituted authorities having jurisdiction and in conformity with all oil, gas and/or other mineral leases and other contracts and agreements forming a part of the Mortgaged Properties and in conformity with the Permitted Encumbrances; specifically in this connection, none of the wells located on the Mortgaged Properties (or properties unitized therewith) are or will be deviated from the vertical more than the maximum permitted by applicable laws, regulations, rules and orders, and such wells are, and will remain, bottomed under and producing from, with the well bores wholly within, the Mortgaged Properties (or, in the case of wells located on properties unitized therewith, such unitized properties). There are no dry holes, or otherwise inactive wells, located on the Mortgaged Properties or on lands pooled or unitized therewith, with respect to which Mortgagor has failed to comply with applicable laws, regulations, rules and orders relating to the proper plugging and abandonment thereof. Mortgagor has, and will have in the future, all governmental licenses and permits necessary or appropriate to own and operate the Mortgaged Properties; Mortgagor has not received notice of any material violations in respect of any such licenses or permits.

(f) Ad Valorem and Severance Taxes. Mortgagor has paid and discharged, and will continue to pay and discharge, all ad valorem taxes assessed against the Mortgaged Properties or any part thereof and all production, severance and other taxes assessed against, or measured by, the Production or the value, or proceeds, of the Production.

(g) Suits and Claims. There are no material suits, actions, claims, investigations, inquiries, proceedings or demands pending (or, to Mortgagors' knowledge, threatened) which affect the Mortgaged Properties (including, without limitation, any which challenge or otherwise pertain to Mortgagors' title to the Mortgaged Properties) and, except as disclosed in the Collateral Agency and Intercreditor Agreement or could not reasonably be expected to have a material adverse effect on (a) the business, property, operations, condition (financial or otherwise), results of operations of Mortgagor or prospects of Mortgagor or (b) the validity or enforceability of this Mortgage or any other Transaction Document or the rights and remedies of

Mortgagee or any holder of any secured obligation, no judicial or administrative actions, suits or proceedings pending (or, to Mortgagors' knowledge, threatened) against Mortgagor.

(h) Environmental. The Mortgaged Properties and Mortgagor are not in violation of Applicable Environmental Laws (below defined), or subject to any existing, pending or, to the best knowledge of Mortgagor, threatened investigation or inquiry by any governmental authority or any other person under or with respect to Applicable Environmental Laws, or subject to any remedial obligations under Applicable Environmental Laws, and are in compliance with all permits and licenses required under Applicable Environmental Laws. "Applicable Environmental Laws" shall mean any applicable laws, orders, rules, or regulations pertaining to safety, health or the environment, as such laws, orders, rules or regulations now exist or are hereafter enacted and/or amended. The "Associated Property" (as such term is hereinafter defined) is not in violation of any Applicable Environmental Laws for which Mortgagor or its predecessors in the Property would be responsible. The term "Associated Property" as used in this Mortgage shall mean any and all interests in and to (and or carved out of) the lands which are described or referred to in Exhibit A hereto, or which are otherwise described in any of the oil, gas and/or mineral leases or other instruments described in or referred to in such Exhibit A, whether or not such property interests are owned by Mortgagor. Mortgagor will not cause or permit the Mortgaged Properties or the Associated Property or Mortgagor to be in violation of, or do anything or permit anything to be done or fail to do anything which will subject the Mortgaged Properties or the Associated Property to any remedial obligations under, or result in noncompliance with applicable permits and licenses under, any Applicable Environmental Laws, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Mortgaged Properties or the Associated Property. Mortgagor will take all steps necessary to determine that no hazardous substances or solid wastes have been disposed of or otherwise released on or to the Mortgaged Properties or the Associated Property. Mortgagor will not cause or permit the disposal or other release of any hazardous substance or solid waste at, into, upon or under the Mortgaged Properties or the Associated Property and covenants and agrees to keep or cause the Mortgaged Properties and/or the Associated Property to be kept free of any hazardous substance or solid waste (except such use, and temporary storage in anticipation of use, as is required in the ordinary course of business, all while in compliance with Applicable Environmental Laws), and to remove the same (or if removal is prohibited by law, to take whatever action is required by law), promptly upon discovery at its sole expense.

(i) Not Abandon Wells; Participate in Operations. Mortgagor will not, except in accordance with prudent operations of the Mortgaged Properties, abandon, or consent to the abandonment of, any well producing from the Mortgaged Properties (or properties unitized therewith) so long as such well is capable (or is subject to being made capable through drilling, reworking or other operations which it would be commercially feasible to conduct) of producing oil, gas, or other hydrocarbons or other minerals in commercial quantities (as determined without considering the effect of this Mortgage).

(j) Defense of Mortgage. If the validity or priority of this Mortgage or of any rights, titles, liens, privileges or security interests created or evidenced hereby with respect to the Mortgaged Properties or any part thereof or the title of Mortgagor to the Mortgaged Properties shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Mortgagor with respect thereto, Mortgagor will give prompt written notice thereof to Mortgagee and at Mortgagors' own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including, but not limited to, the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims, and Mortgagee and Trustee, or either of them, (whether or not named as a party to legal proceedings with respect thereto), is hereby authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Mortgage and the rights, titles, privileges, liens and security interests created or evidenced hereby, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Mortgaged Properties, the purchase of any tax title and the removal of prior liens or security interests, and all expenditures so made of every kind and character shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee or Trustee (as the case may be) and shall bear interest from the date expended until paid at the rate described in Section 2.3 hereof, and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

(k) Fees and Expenses; Indemnity. Mortgagor will reimburse Mortgagee, Trustee and each Holder (for purposes of this paragraph, the terms "Mortgagee", "Trustee" and "Holder" shall include the directors, officers, partners, employees and agents of Mortgagee, Trustee or any Holder, respectively, and any persons or entities owned or controlled by or affiliated with Mortgagee, Trustee or any Holder, respectively) for all expenditures, including reasonable attorneys' fees and expenses, incurred or expended in connection with (i) the breach by Mortgagor of any covenant, agreement or condition contained herein or in any other Transaction Document, (ii) the exercise of any rights and remedies hereunder or under any other Transaction Document, and (iii) the protection of the Mortgaged Properties and/or liens and security interests therein. Mortgagor will indemnify and hold harmless Mortgagee, Trustee and each Holder from and against (and will reimburse such indemnified parties for) all claims, demands, liabilities, losses (other than losses that arise from the position taken by a Holder under a Secured Commodity Hedge (as defined in the Collateral Agency and Intercreditor Agreement or other liabilities and obligations of a Holder under the Transaction Documents)), damages, excluding consequential damages, causes of action, judgments, penalties, costs, fees and expenses (including without limitation reasonable attorneys' fees and expenses) which may be imposed upon, asserted against or incurred or paid by the Mortgagee, Trustee or any Holder on account of, in connection with, or arising out of (A) any bodily injury or death or natural resource, human health or property damage occurring in, at, into, under or upon or in the vicinity of the Mortgaged Properties through any cause whatsoever, (B) any act performed or omitted to be performed hereunder or

under any other Transaction Document or the breach of any representation or warranty herein or in any other Transaction Document, (C) the exercise of any rights and remedies hereunder or under any other Transaction Document, (D) any transaction, act, omission, event or circumstance arising out of or in any way connected with the Mortgaged Properties or with Mortgagors' obligations under this Mortgage or any other Transaction Document, (E) any violation on or prior to the Release Date (as herein defined) of any Applicable Environmental Law, (F) any act, omission, event or circumstance existing or occurring on or prior to the Release Date (including without limitation the presence on or under the Mortgaged Properties or the Associated Property or release at, into, upon, under or from the Mortgaged Properties or the Associated Property of hazardous substances or solid wastes disposed of or otherwise released) resulting from or in connection with the ownership, construction, occupancy, operation, use and/or maintenance of the Mortgaged Properties or the Associated Property, regardless of whether the act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence, and (G) any and all claims or proceedings (whether brought by private party or governmental agencies) for human health, bodily injury, property damage, abatement or remediation, environmental damage, cleanup, mitigation, removal, natural resource damage or impairment or any other injury or damage resulting from or relating to any hazardous or toxic substance, solid waste or contaminated material located upon or migrating into, from or through the property or the Associated Property (whether or not the release of such materials was caused by Mortgagor, a tenant or subtenant or a prior owner or tenant or subtenant on the Mortgaged Properties or the Associated Property and whether or not the alleged liability is attributable to the use, treatment, handling, storage, generation, transportation, removal or disposal of such substance, waste or material or the mere presence of such substance, waste or material on or under the Mortgaged Properties or the Associated Property), which Mortgagee, Trustee, and/or any Holder may have liability due to the entering into of Secured Commodity Hedges (as defined in the Collateral Agency and Intercreditor Agreement) under the Collateral Agency and Intercreditor Agreement or any Secured Commodity Hedge or Debt Agreement, the granting of this Mortgage, the exercise of any rights under the Transaction Documents, or otherwise. Mortgagee shall have the right to compromise and adjust any such claims, actions and judgments, and in addition to the rights to be indemnified as herein provided, all amounts paid in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys fees and other expenses of every character expended by Mortgagee, Trustee or any Holder pursuant to the provisions of this Section shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to the applicable party or parties. The "Release Date" as used herein shall mean the earlier of the following two dates: (i) the date of the termination or expiration of the Collateral Agency and Intercreditor Agreement and all Transaction Documents and the payment or repayment of all amounts owing by the Mortgagor thereunder and on which date this Mortgage shall be released of record, or (ii) the date on which the lien of this Mortgage is foreclosed or a deed in lieu of such foreclosure is fully effective and recorded. **WITHOUT LIMITATION, IT IS THE INTENTION OF MORTGAGOR AND MORTGAGOR AGREES THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PARTY WITH RESPECT TO CLAIMS, DEMANDS,**

LIABILITIES, LOSSES (OTHER THAN LOSSES THAT ARISE FROM THE POSITION TAKEN BY A HOLDER UNDER A SECURED COMMODITY HEDGE (AS DEFINED IN THE COLLATERAL AGENCY AND INTERCREDITOR AGREEMENT) OR OTHER LIABILITIES AND OBLIGATIONS OF A HOLDER UNDER THE TRANSACTION DOCUMENTS), DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS, FEES AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PARTY. However, such indemnities shall not apply to any particular indemnified party (but shall apply to the other indemnified parties) to the extent the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of such particular indemnified party. The foregoing indemnities shall not terminate upon the Release Date or upon the release, foreclosure or other termination of this Mortgage but will survive the Release Date, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the secured obligations and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured obligations and the registration or removal of the Mortgagee. Any amount to be paid hereunder by Mortgagor to Mortgagee, Trustee and/or any Holder shall be a demand obligation owing by Mortgagor to the applicable party or parties and shall be subject to and covered by the provisions of Section 2.3 hereof.

(l) Insurance. Mortgagor will maintain with financially sound and reputable insurance companies insurance on all of the Mortgaged Properties in at least such amounts and against at least such risks (but including in any event general liability) as are usually insured against in the same general area by companies engaged in the same or a similar business and in any case no less comprehensive in scope than that maintained by the Mortgagor and its affiliates as of the date hereof and naming the Mortgagee as additional insured. In the event of any loss under any insurance policies so carried by Mortgagor, during the continuance of a default hereunder Mortgagee shall have the right (but not the obligation) to make proof of loss and collect the same, and all amounts so received shall be applied toward costs, charges and expenses (including reasonable attorneys' fees), if any, incurred in the collection thereof, then to the payment of the secured obligations then due, and any balance remaining shall be subject to the order of Mortgagor. During the continuance of a default hereunder Mortgagee is hereby authorized but not obligated to enforce in its name or in the name of Mortgagor payment of any or all of said policies or settle or compromise any claim in respect thereof, and to collect and make receipts for the proceeds thereof and Mortgagee is hereby appointed Mortgagors' agent and attorney-in-fact to endorse any check or draft payable to Mortgagor in order to collect the proceeds of insurance. In the event of foreclosure of this Mortgage, or other transfer of title to the Mortgaged Properties in extinguishment in whole or in part of the secured obligations, all right, title and interest of Mortgagor in all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or other transferee in the event of such other transfer of title.

(m) Eminent Domain. In the event that any proceeding or action is commenced for the taking of the Mortgaged Properties, or any part thereof or interest

therein, for public or quasi-public use under the power of eminent domain, condemnation or otherwise, or if the same is taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or should Mortgagor receive any notice or other information regarding such proceeding, action, taking or damage (including, without limitation, a proposal to purchase the Mortgaged Properties or some portion thereof in lieu of condemnation), Mortgagor shall, during the continuance of a default hereunder, give prompt written notice thereof to Mortgagee (and to Trustee with respect to the Deed of Trust Mortgaged Properties). During the continuance of a default hereunder Mortgagee shall be entitled, at Mortgagee's option, and without any obligation, without regard to the adequacy of its security, to investigate and negotiate with the condemnor concerning the proposed taking, and with or without Trustee to commence, appear in and prosecute in its own name any such action or proceeding. During the continuance of a default hereunder Mortgagee shall also be entitled, but not obligated to make any compromise or settlement in connection with such taking or damage with or without the consent of Mortgagor; provided, however, Mortgagor shall also be entitled to participate in any negotiations, discussions or proceedings relating to any such compromise or settlement. During the continuance of a default hereunder all compensation, awards, damages, rights of action and proceeds awarded to Mortgagor by reason of any such taking or damage (the "Condemnation Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Condemnation Proceeds as Mortgagee or Trustee may require. Unless a default (as defined in Section 4.1) has occurred and is continuing at the time of any such taking or damage or at the time of application of the Condemnation Proceeds, such Condemnation Proceeds (after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees and expenses incurred by Mortgagee or Trustee in connection with any such action or proceeding) shall be applied to restoration of such Mortgaged Property in a manner that will make the fair market value of such Mortgaged Property subsequent to such restoration equal or exceed the fair market value of such Mortgaged Property immediately prior to such taking or damage, and any balance of such proceeds shall be paid over to Mortgagor. If notwithstanding the foregoing: (a) any default has occurred and, at the time of such taking or damage or at the time of the application of the Condemnation Proceeds, is continuing, (b) said Condemnation Proceeds (after any claim thereto by the holder of a lien on said property prior to this Mortgage) are not sufficient, as determined by the Required Secured Parties, for repair or restoration of said property, or (c) the damage or taking will materially affect or require change in the contemplated use and operation of the Mortgaged Property then, unless Mortgagor cures such default or Mortgagor provides to Mortgagee for completion of such repair or restoration or Mortgagee consents to the contemplated modification or change to the use and operation of the Mortgaged Property, whichever is applicable, Mortgagee shall have the option (at the written request of the Required Secured Parties), (i) to apply all or any portion of such proceeds to any of the secured obligations in such order as Mortgagee may determine, notwithstanding that such secured obligations may not be due according to the terms hereof or thereof, or (ii) to apply all or any portion of such proceeds to the repair or restoration of said Mortgaged Property, subject to such conditions as Mortgagee shall determine, or (iii) to deliver all or any portion of such proceeds to Mortgagor. Nothing



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herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided in Section 2.1(d) and (e) hereof or restoring all damage or destruction to the Mortgaged Property, regardless of whether or not there are Condemnation Proceeds available to Mortgagor or whether any such proceeds are sufficient in amount. The application or release of the Condemnation Proceeds as provided herein shall not cure or waive any default or notice of default hereunder or under any other Transaction Document or invalidate any act done pursuant to such notice.

(n) Further Assurances. Mortgagor will, on request of Mortgagee, acting upon the written direction of the Required Secured Parties, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage, or in any other Transaction Document, or in the execution or acknowledgment of this Mortgage or any other Transaction Document; (ii) execute, acknowledge, deliver and record and/or file such further instruments (including, without limitation, further deeds of trust, mortgages, security agreements, financing statements, continuation statements, and assignments of production, accounts, funds, contract rights, general intangibles, and proceeds) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage and the other Transaction Documents and to more fully identify and subject to the liens and security interests hereof any property intended to be covered hereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Mortgaged Properties; and (iii) execute, acknowledge, deliver, and file and/or record any document or instrument (including specifically any financing statement) reasonably requested by a Secured Party to protect the lien or the security interest hereunder against the rights or interests of third persons. Mortgagor shall pay all costs and expenses connected with any of the foregoing.

(o) Name, Place of Business, and Taxpayer I.D. Number. Mortgagor will not cause or permit any change to be made in its name, identity, state of formation or corporate, limited liability or partnership structure, or its federal employer identification number unless Mortgagor shall have notified Mortgagee in writing of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action reasonably requested by any Secured Party for the purpose of further perfecting or protecting the liens and security interests in the Mortgaged Properties created hereby. Mortgagors' exact name is the name set forth in this Mortgage. The last four digits of the Mortgagors' taxpayer identification number is as set forth in this Mortgage. Mortgagor is a registered organization which is organized under the laws of one of the states comprising the United States (e.g. corporation, limited partnership, registered limited liability partnership or limited liability company). Mortgagor is located (as determined pursuant to the UCC) in the state under which it is organized. The type of registered organization and the jurisdiction of organization are as set forth in Section 1.1 hereof. Mortgagors' principal place of business and chief executive office, and the place where Mortgagor keeps its books and records concerning the Mortgaged Properties (including, particularly, the records with respect to "Production Proceeds", as defined in Section 3.1 hereof, from the Mortgaged Properties) has for the preceding four months, been, and will continue to be (unless Mortgagor notifies Mortgagee of any change in writing at least

thirty (30) days prior to the date of such change), the address set forth on the signature page of this Mortgage.

(p) Not a Foreign Person. Mortgagor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended (hereinafter called the "Code"), Sections 1445 and 7701 (*i.e.* Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder).

(q) Compliance with Laws and Agreements. Mortgagor is in compliance with all governmental requirements applicable to it or its property, including, without limitation, all Applicable Environmental Laws, all FERC regulations and the USA Patriot Act, and all indentures, agreements and other instruments binding upon it or its property. None of the execution and performance of this Mortgage, will violate the Trading with the Enemy Act, as amended, any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, the Executive Order referred to in the following sentence or the U.S. Bank Secrecy Act (31 U.S.C. §§ 5311 *et seq.*). No Mortgagor is a Person described by Section 1 of Executive Order 13224 of September 24, 2001 entitled Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, 66 Fed. Reg. 49,079 (2001), as amended, and no Mortgagor engages in any transactions or dealings, or is otherwise associated with any such Persons. No Mortgagor is bound by any agreement, document, instrument, judgment, decree, order, statute, law, rule or regulation that limits or could reasonably be expected to limit its performance under any Transaction Document to which Mortgagor is a party.

Section 2.2 Compliance by Operator. As to any part of the Mortgaged Properties which is not a working interest, Mortgagor agrees to take all such action and to exercise all rights and remedies as are available to Mortgagor to cause the owner or owners of the working interest in such properties to comply with the covenants and agreements contained herein; and as to any part of the Mortgaged Properties which is a working interest but which is operated by a party other than Mortgagor, Mortgagor agrees to take all such action and to exercise all rights and remedies as are available to Mortgagor (including, but not limited to, all rights under any operating agreement) to cause the party who is the operator of such property to comply with the covenants and agreements contained herein.

Section 2.3 Performance on Mortgagors' Behalf. Mortgagor agrees that, if Mortgagor fails to perform any act or to take any action which hereunder Mortgagor is required to perform or take, or to pay any money which hereunder Mortgagor is required to pay promptly after demand by Mortgagee, Mortgagee, in Mortgagors' name or its own name, may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money, and any expenses so incurred by Mortgagee and any money so paid by Mortgagee shall be a demand obligation owing by Mortgagor to Mortgagee (which obligation Mortgagor hereby expressly promises to pay) and Mortgagee, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. Each amount due and owing by Mortgagor to Mortgagee, Trustee, and/or any Holder pursuant to this Mortgage

shall bear interest from the date of such expenditure or payment until paid, at a rate equal to the "Default Rate", as such term or a similar term is defined in the applicable Commodity Hedge Agreement (as defined in the Collateral Agency and Intercreditor Agreement) or other Debt Agreement (as defined in the Collateral Agency and Intercreditor Agreement); provided that, should applicable law provide for a maximum permissible rate of interest on such amounts, such rate shall not be greater than such maximum permissible rate; all such amounts, together with such interest thereon, shall be a part of the secured obligations and shall be secured by this Mortgage.

ARTICLE III.

Assignment of Production, Accounts, and Proceeds

Section 3.1 Assignment of Production. Mortgagor does hereby absolutely and unconditionally assign, transfer and set over to Mortgagee all Production which accrues to Mortgagors' interest in the Mortgaged Properties, all proceeds of such Production and all Payments in Lieu of Production (herein collectively referred to as the "Production Proceeds"), together with the immediate and continuing right to collect and receive such Production Proceeds. Mortgagor shall never require Mortgagee to institute legal proceedings of any kind whatsoever to enforce the provisions of this Assignment and transfer and hereby, to the extent legally permitted, waives any rights to require such proceedings. Mortgagor directs and instructs any and all purchasers of any Production to pay to Mortgagee all of the Production Proceeds accruing to Mortgagors' interest until such time as such purchasers have been furnished with evidence that all secured obligations has been paid and that this Mortgage has been released. Mortgagor agrees that no purchasers of the Production shall have any responsibility for the application of any funds paid to Mortgagee.

Section 3.2 Effectuating Payment of Production Proceeds to Mortgagee. Independent of the foregoing provisions and authorities herein granted, Mortgagor agrees to execute and deliver any and all transfer orders, division orders and other instruments that may be requested by Mortgagee, acting upon the written direction of the Required Secured Parties, or that may be required by any purchaser of any Production for the purpose of effectuating payment of the Production Proceeds to Mortgagee. If under any existing sales agreements, other than division orders or transfer orders, any Production Proceeds are required to be paid by the purchaser to Mortgagor so that under such existing agreements payment cannot be made of such Production Proceeds to Mortgagee, Mortgagors' interest in all Production Proceeds under such sales agreements and in all other Production Proceeds which for any reason may be paid to Mortgagor shall, when received by Mortgagor, constitute trust funds in Mortgagors' hands and shall be immediately paid over to Mortgagee. Without limitation upon any of the foregoing, Mortgagor hereby constitutes and appoints Mortgagee as Mortgagors' special attorney-in-fact (with full power of substitution, either generally or for such periods or purposes as Mortgagee may from time to time prescribe) in the name, place and stead of Mortgagor to do any and every act and exercise any and every power that Mortgagor might or could do or exercise personally with respect to all Production and Production Proceeds (the same having been assigned by Mortgagor to Mortgagee pursuant to Section 3.1 hereof), expressly inclusive, but not limited to, the right, power and authority to:

(a) Execute and deliver in the name of Mortgagor any and all transfer orders, division orders, letters in lieu of transfer orders, indemnifications, certificates and other instruments of every nature that may be requested or required by any purchaser of Production from any of the Mortgaged Properties for the purposes of effectuating payment of the Production Proceeds to Mortgagee or which Mortgagee may otherwise deem necessary or appropriate to effect the intent and purposes of the assignment contained in Section 3.1; and

(b) If under any product sales agreements other than division orders or transfer orders, any Production Proceeds are required to be paid by the purchaser to Mortgagor so that under such existing agreements payment cannot be made of such Production Proceeds to Mortgagee, to make, execute and enter into such sales agreements or other agreements as are necessary to direct Production Proceeds to be payable to Mortgagee;

giving and granting unto said attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever necessary and requisite to be done as fully and to all intents and purposes, as Mortgagor might or could do if personally present; and Mortgagor shall be bound thereby as fully and effectively as if Mortgagor had personally executed, acknowledged and delivered any of the foregoing certificates or documents. The powers and authorities herein conferred upon Mortgagee may be exercised by Mortgagee through any person who, at the time of the execution of the particular instrument, is an officer of Mortgagee. The power of attorney herein conferred is granted for valuable consideration and hence is coupled with an interest and is irrevocable so long as the secured obligations, or any part thereof, shall remain unpaid. All persons dealing with Mortgagee or any substitute shall be fully protected in treating the powers and authorities conferred by this paragraph as continuing in full force and effect until advised by Mortgagee that all the secured obligations is fully and finally paid. Mortgagee may, but shall not be obligated to, take such action as it deems appropriate in an effort to collect the Production Proceeds and any reasonable costs and expenses (including reasonable attorney's fees and expenses) so incurred by Mortgagee shall be a demand obligation of Mortgagor and shall be part of the secured obligations, and shall bear interest each day, from the date of such expenditure or payment until paid, at the rate described in Section 2.3 hereof.

Section 3.3 Change of Purchaser. To the extent a default has occurred hereunder and is continuing, should any person now or hereafter purchasing or taking Production fail to make payment promptly to Mortgagee of the Production Proceeds, Mortgagee shall, subject to then existing contractual prohibitions, have the right (but not the obligation) to make, or to require Mortgagor to make, a change of purchaser, and the right to designate or approve the new purchaser, and Mortgagee shall have no liability or responsibility in connection therewith so long as ordinary care is used in making such designation.

Section 3.4 Application of Production Proceeds. Notwithstanding anything to the contrary in this Article III, so long as no default has occurred hereunder, the Production Proceeds will continue to be paid directly to Mortgagor. After a default hereunder has occurred, and so long as such default is continuing, all Production Proceeds from time to time in the hands of Mortgagee shall be applied to the payment of the secured obligations at such times and in such manner and order as contemplated in the Collateral Agency and Intercreditor Agreement.

Section 3.5 Release from Liability; Indemnification. Mortgagee and its successors and assigns are hereby released and absolved from all liability for failure to enforce collection of the Production Proceeds and from all other responsibility in connection therewith, except the responsibility of each to account to Mortgagor for funds actually received by each. Mortgagor agrees to indemnify and hold harmless Mortgagee (for purposes of this paragraph, the term "Mortgagee" shall include the directors, officers, partners, employees and agents of Mortgagee and any persons or entities owned or controlled by or affiliated with Mortgagee) from and against all claims, demands, liabilities, losses, damages (including without limitation consequential damages), causes of action, judgments, penalties, costs and expenses (including without limitation reasonable attorneys' fees and expenses) imposed upon, asserted against or incurred or paid by Mortgagee by reason of the assertion that Mortgagee received, either before or after payment in full of the secured obligations, funds from the production of oil, gas, other hydrocarbons or other minerals claimed by third persons (and/or funds attributable to sales of Production which (i) were made at prices in excess of the maximum price permitted by applicable law or (ii) were otherwise made in violation of laws, rules, regulations and/or orders governing such sales), and Mortgagee shall have the right to defend against any such claims or actions, employing attorneys of its own selection, and if not furnished with indemnity or security satisfactory to it, Mortgagee shall have the right to compromise and adjust any such claims, actions and judgments, and in addition to the rights to be indemnified as herein provided, all amounts paid by Mortgagee in compromise, satisfaction or discharge of any such claim, action or judgment, and all court costs, attorneys' fees and other expenses of every character expended by Mortgagee pursuant to the provisions of this Section shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest, from the date expended until paid, at the rate described in Section 2.3 hereof. The foregoing indemnities shall not terminate upon the Release Date or upon the release, foreclosure or other termination of this Mortgage but will survive the Release Date, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the secured obligations and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured obligations and the resignation or removal of the Mortgagee. **WITHOUT LIMITATION, IT IS THE INTENTION OF MORTGAGOR AND MORTGAGOR AGREES THAT THE FOREGOING RELEASES AND INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PARTY WITH RESPECT TO ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES (INCLUDING WITHOUT LIMITATION CONSEQUENTIAL DAMAGES), CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND EXPENSES) WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PARTY.** However, such indemnities shall not apply to any particular indemnified party (but shall apply to the other indemnified parties) to the extent the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of such particular indemnified party.

Section 3.6 Mortgagors' Absolute Obligation to Pay Obligations under the Transaction Documents. Nothing herein contained shall detract from or limit the obligations of Mortgagor to make prompt payment of the Obligations (as defined in the Collateral Agency and Intercreditor Agreement) under the Collateral Agency and Intercreditor Agreement, and any and all other secured obligations, at the time and in the manner provided herein and in the Collateral

Agency and Intercreditor Agreement, regardless of whether the Production and Production Proceeds herein assigned are sufficient to pay same, and the rights under this Article III shall be cumulative of all other rights under the Transaction Documents.

ARTICLE IV.

Remedies Upon Default

Section 4.1 Default. The term "default" as used in this Mortgage shall mean the occurrence of any of the following events:

- (a) the occurrence of an "Enforcement Event" as defined in the Collateral Agency and Intercreditor Agreement ; or
- (b) the failure of Mortgagor to pay over to Mortgagee any Production Proceeds which are receivable by Mortgagee under this Mortgage but which are paid to Mortgagor rather than Mortgagee.

Section 4.2 Pre-Foreclosure Remedies. Upon the occurrence of a default, Mortgagee is authorized, prior or subsequent to the institution of any foreclosure proceedings, to enter upon the Mortgaged Properties, or any part thereof, and to take possession of the Mortgaged Properties and all books and records relating thereto, and to exercise without interference from Mortgagor any and all rights which Mortgagor has with respect to the management, possession, operation, protection or preservation of the Mortgaged Properties. If necessary to obtain the possession provided for above, Mortgagee may invoke any and all remedies to dispossess Mortgagor, including, but not limited to, summary proceeding or restraining order. Mortgagor agrees to peacefully surrender possession of the Mortgaged Properties upon default, if requested. All costs, expenses and liabilities of every character incurred by Mortgagee in managing, operating, maintaining, protecting or preserving the Mortgaged Properties shall constitute a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest from date of expenditure until paid at the rate described in Section 2.3 hereof, all of which shall constitute a portion of the secured obligations and shall be secured by this Mortgage and by any other instrument securing the secured obligations. In connection with any action taken by Mortgagee pursuant to this Section 4.2, **MORTGAGEE SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY MORTGAGOR RESULTING FROM ANY ACT OR OMISSION OF MORTGAGEE (INCLUDING MORTGAGEE'S OWN NEGLIGENCE) IN MANAGING THE MORTGAGED PROPERTIES UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MORTGAGEE**, nor shall Mortgagee be obligated to perform or discharge any obligation, duty or liability of Mortgagor arising under any agreement forming a part of the Mortgaged Properties or arising under any Permitted Encumbrance or otherwise arising. Mortgagor hereby assents to, ratifies and confirms any and all actions of Mortgagee with respect to the Mortgaged Properties taken under this Section 4.2.

Section 4.3 Foreclosure.

(a) Upon the occurrence of a default, this Mortgage may be foreclosed as to the Mortgaged Properties, or any part thereof, in any manner permitted by applicable law, including as specified in clauses (d) and (e) of this Section 4.3.

(b) Upon the occurrence of a default, Mortgagee or Trustee may exercise its rights of enforcement with respect to the Mortgage Collateral under the UCC, or under any other statute in force in any state to the extent the same is applicable law. Cumulative of the foregoing and the other provisions of this Section 4.3.

(i) To the extent permitted by law, Mortgagee or Trustee may enter upon the Mortgaged Properties or otherwise upon Mortgagors' premises to take possession of, assemble and collect the Mortgage Collateral or to render it unusable;

(ii) Mortgagee or Trustee may require Mortgagor to assemble the Mortgage Collateral and make it available at a place Mortgagee designates which is mutually convenient to allow Mortgagee to take possession or dispose of the Mortgage Collateral;

(iii) written notice mailed to Mortgagor as provided herein at least five (5) days prior to the date of public sale of the Mortgage Collateral or prior to the date after which private sale of the Mortgage Collateral will be made shall constitute reasonable notice;

(iv) in the event of a foreclosure of the liens, privileges and/or security interests evidenced hereby, the Mortgage Collateral, or any part thereof, and the Mortgaged Properties, or any part thereof, may, at the option of Mortgagee, be sold, as a whole or in parts, together or separately (including, without limitation, where a portion of the Mortgaged Properties is sold, the Mortgage Collateral related thereto may be sold in connection therewith);

(v) the expenses of sale provided for in clause of FIRST Section 4.5 shall include the reasonable expenses of retaking the Mortgage Collateral, or any part thereof, holding the same and preparing the same for sale or other disposition;

(vi) should, under this subsection, the Mortgage Collateral be disposed of other than by sale, any proceeds of such disposition shall be treated under Section 4.5 as if the same were sales proceeds; and

(vii) upon the occurrence and during the continuance of a default, Mortgagee or Trustee may, to the extent permitted under applicable law, elect to treat the fixtures included in the Mortgage Collateral either as real property or as personal property, or both, and proceed to exercise such rights as apply thereto. With respect to any sale of real property included in the Mortgaged Properties made under the powers of sale herein granted and conferred, Mortgagee or

Trustee may, to the extent permitted by applicable law, include in such sale any personal property and fixtures included in the Mortgage Collateral and relating to such real property.

(c) To the extent permitted by applicable law, the sale hereunder of less than the whole of the Mortgaged Properties shall not exhaust the powers of sale herein granted or the right to judicial foreclosure, and successive sale or sales may be made until the whole of the Mortgaged Properties shall be sold, and, if the proceeds of such sale of less than the whole of the Mortgaged Properties shall be less than the aggregate of the obligations secured hereby and the expense of conducting such sale, this Mortgage and the liens, privileges and security interests hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Properties just as though no sale had been made; provided, however, that Mortgagor shall never have any right to require the sale of less than the whole of the Mortgaged Properties. In the event any sale hereunder is not completed or is defective, such sale shall not exhaust the powers of sale hereunder or the right to judicial foreclosure, and Mortgagee shall have the right (but not the obligation) to cause a subsequent sale or sales to be made. Any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. Mortgagee or Trustee acting under power of sale, may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by it (including, without limitation, the posting of notices and the conduct of sale), and such appointment need not be in writing or recorded. Any and all statements of fact or other recitals made in any deed or deeds, or other instruments of transfer, given in connection with a sale as to nonpayment of the secured obligations or as to the occurrence of any default, or as all of the secured obligations having been declared to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and the properties to be sold having been duly given or, with respect to any sale by the Trustee, as to the refusal, failure or inability to act of Trustee or the appointment of any substitute or successor trustee, or as to any other act or thing having been duly done, shall be taken as prima facie evidence of the truth of the facts so stated and recited. Notwithstanding any reference herein to the Collateral Agency and Intercreditor Agreement, any Secured Commodity Hedge, any Debt Agreement or any other Transaction Document, all persons dealing with the Mortgaged Properties shall be entitled to rely on any document, or certificate, of Mortgagee as to the occurrence of a default, and shall not be charged with or forced to review any provision of any other document to determine the accuracy thereof. With respect to any sale held in foreclosure of the liens and/or security interests covered hereby, it shall not be necessary for the Mortgagee, Trustee, any public officer acting under execution or order of the court or any other party to have physically present or constructively in his/her or its possession, either at the time of or prior to such sale, the Mortgaged Properties or any part thereof.

(d) Foreclosure on Deed of Trust Mortgaged Properties. Upon the occurrence of a default, Trustee is authorized and empowered and it shall be Trustee's special duty at the request of Mortgagee (acting upon the written direction of the Required Secured Parties) to sell the Deed of Trust Mortgaged Properties, or any part thereof, as an entirety or in parcels as Mortgagee may elect (acting upon the written direction of the Required Secured Parties), at such place or places and otherwise in the manner and upon such

notice as may be required by law or, in the absence of any such requirement, as Trustee may deem appropriate. If Trustee shall have given notice of sale hereunder, any successor or substitute Trustee thereafter appointed may complete the sale and the conveyance of the Deed of Trust Mortgaged Properties pursuant thereto as if such notice had been given by the successor or substitute Trustee conducting the sale.

(i) A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW TRUSTEE TO TAKE THE MORTGAGED PROPERTIES AND SELL THEM WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY MORTGAGOR UNDER THIS MORTGAGE.

(ii) *West Virginia Specific Provisions.* Cumulative of the foregoing and the other provisions of this Section 4.3 as to any portion of the Deed of Trust Mortgaged Properties located in the State of West Virginia, it shall be the duty of the Trustee, at the written request of the Mortgagee (which request shall be presumed) to enforce this trust and to sell any of the Deed of Trust Mortgaged Properties as an entirety or in parcels, by one sale or by several sales, held at one time or at different times, all as the Trustee acting may elect. The Trustee shall publish a notice of such sale or sales as a Class II legal advertisement in compliance with the provisions of Article 3 of Chapter 59 of the West Virginia Code (being herein referred to as the "West Virginia Code"), in the county or counties where such property is located, and the Trustee shall give notice to Mortgagor and, at least twenty (20) days in advance, shall give notice to any subordinate lienholder who has previously notified the primary lienholder by certified mail of the existence of a subordinate lien, and no other notice of such sale shall be required. Such notice shall include, with respect to the county or counties where such notice is to be given, the time and place of the sale, the names of the parties to this Mortgage, the date of this Mortgage, the office and book in which this Mortgage is recorded, the quantity and description of the land and other property in such county or counties conveyed by this Mortgage and the terms of sale, which terms shall be cash in hand on the day of sale and any other terms as the Trustee shall determine. At any sale, the Trustee may act through an agent or attorney and any sale hereunder may be adjourned from time to time, without notice other than oral proclamation of such adjournment at the time and place of sale, or at the time and place of any adjourned sale. To the extent allowed by applicable law, the Mortgagor hereby waives service of notice of such sale as provided by West Virginia Code § 38-1-4. The Mortgagor authorizes and empowers the Trustee to sell any of the Deed of Trust Mortgaged Properties in lots or parcels or in its entirety and on any terms, both as the Trustee shall deem expedient, and to execute and deliver to the purchaser or purchasers thereof good and sufficient deeds of conveyance thereto by quitclaim deed without any warranty, express or implied. Where portions of the Deed of Trust Mortgaged Properties lie in different counties, sales in such counties may be conducted in any order that the Trustee may deem expedient, and one or more such sales may be conducted in the same month or in successive or different months as the Trustee may deem expedient. Except as otherwise expressly provided herein, any notice

or notices to the Mortgagor and/or the Mortgagee (who shall receive such notice or notices on behalf of the primary lienholder or lienholders) required or permitted by law and not properly waived hereunder, including without limitation notice of the existence of a subordinate lien, shall be given to the Mortgagor and/or the Mortgagee at the respective addresses set forth below the execution lines on the signature pages hereof and in the manner provided by applicable law. The provisions of this Section 4.3(d)(i) with respect to serving, publishing and giving notices of sale are intended to comply with the provisions of West Virginia Code § 38-1-4. In the event the requirements for any notice, or the serving, publishing or giving same is modified by future amendment to the West Virginia Code, the requirement for such particular notice shall, to the extent no longer applicable, be stricken from, or the manner of serving, publishing or giving any notice hereunder modified in, this Mortgage in conformity with such amendment. The manner herein prescribed for serving, publishing or giving any notice, other than that to be published or caused to be published by the Trustee, shall not be deemed exclusive but such notice or notices may be served, published or given in any other manner that may be permitted by applicable law. Further, in relation to this Mortgage and the exercise of any power of sale by the Trustee hereunder, if either the West Virginia Code shall be amended or modified to require any other notice or the publishing, serving or giving thereof or any statute hereafter enacted shall require any other notice or the publishing, serving or giving thereof, the Trustee or the person selected by him is hereby authorized and empowered by the Mortgagor to give such notice or make such publishing, serving or giving thereof; however, the Mortgagor waives such other notice or the publishing, serving or giving thereof to the full extent the Mortgagor may lawfully so do.

(iii) *Effective as Mortgage.* As to the Deed of Trust Mortgaged Properties, this instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of a default may be foreclosed as to the Deed of Trust Mortgaged Properties, or any portion thereof, in any manner permitted by applicable law, and any foreclosure suit may be brought by Trustee or by Mortgagee. To the extent, if any, required to cause this instrument to be so effective as a mortgage as well as a deed of trust, Mortgagor hereby mortgages the Deed of Trust Mortgaged Properties to Mortgagee. In the event a foreclosure hereunder as to the Deed of Trust Mortgaged Properties, or any part thereof, shall be commenced by Trustee, or his substitute or successor, Mortgagee may at any time before the sale of such properties direct Trustee to abandon the sale, and may then institute suit for the foreclosure of this Mortgage as to such properties. It is agreed that if Mortgagee should institute a suit for the foreclosure of this Mortgage, Mortgagee may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee, its substitute or successor, to sell the Deed of Trust Mortgaged Properties, or any part thereof, in accordance with the provisions of this Mortgage.

(e) Foreclosure on Other Mortgaged Properties. Upon the occurrence of a default, (i) Mortgagee may institute an action of mortgage foreclosure against the Other Mortgaged Properties, or take such other action at law or in equity for the enforcement of

this Mortgage and realization on the mortgage security or any other security herein or else here provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the Default Rate, together with all other sums due by Mortgagor in accordance with the provisions of the Collateral Agency and Intercreditor Agreement and this Mortgage, including all sums which may have become owing by Mortgagor to Mortgagee after the date of this Mortgage, and all sums which may have been advanced by Mortgagee for taxes, water or sewer rents, charges or claims, payments on prior liens, insurance or repairs to the Mortgaged Properties, all costs of suit, together with interest at such rate on any judgment obtained by Mortgagee from and after the date of any Sheriff's sale until actual payment is made by the Sheriff of the full amount due Mortgagee, and a reasonable attorney's commission for collection; or (ii) Mortgagee may enter into possession of the Mortgaged Properties, manage, lease and operate the Mortgaged Properties, collect therefrom all rentals (which term shall also include sums payable for use and occupancy) and, after deducting all reasonable costs of collection and administration expense, apply the net rentals to any or all of the following in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect: debt service on the Mortgage, the payment of taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the Mortgaged Properties, and on account and in reduction of the principal or interest, or both, hereby secured; in and for that purpose Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any lease or leases or rights to use and occupancy of the Mortgaged Properties hereafter created, as well as all rights and remedies provided in such lease or leases or at law or inequity for the collection of the rentals; or (iii) Mortgagee may, upon any proper action or proceeding being commenced for the foreclosure of this Mortgage, apply for, and Mortgagee as a matter of right, without consideration of the value of the Mortgaged Property as security for the amount due Mortgagee, or of the solvency of any person, firm or corporation obligated for the payment of such amount, shall be entitled to the appointment by any competent court or tribunal, without prior demand or notice to any party, of a receiver of rents and profits and rental value of the Mortgaged Properties, including possession from Mortgagor if in possession and occupying any portion of the Mortgaged Properties, and in the latter case to require Mortgagor, as a condition of remaining in possession and occupation, to pay the reasonable rental value for the use and occupation thereof, with further power to lease and repair the Mortgaged Properties and to renovate same to suit new tenants and with such other powers as may be deemed necessary, and such receiver after deducting all proper charges and expenses attending the execution of the said trust as receiver, shall each month pay over to Mortgagee the residue of the said rents and profits and rental value, to be applied by Mortgagee to the payment of the amount remaining secured hereby, or to any deficiency (whether or not any judgment therefore may be entered and irrespective of the market value of the Mortgaged Properties) which may exist in the event of foreclosure by sale after applying the proceeds of the sale of the Mortgaged Properties to the payment of the amount due, including interest, costs and expenses of such foreclosure and sale, or in the event of strict foreclosure to the payment of any deficiency existing thereunder. A receiver while in possession of the Mortgaged Properties shall have the right to make repairs and to make improvements necessary or

advisable in its or his opinion to preserve the Mortgaged Properties, or to make and keep them rentable to the best advantage, and Mortgagee may advance moneys to a receiver for such purposes. Any moneys so expended or advanced by Mortgagee or by a receiver shall be repaid so far as possible out of the rents collected after payment of other expenses properly chargeable against said rents, and any unpaid balance of moneys so advanced or expended shall be added to and become a part of the debt secured by this Mortgage.

Section 4.4 Receiver. In addition to all other remedies herein provided for, Mortgagor agrees that, during the continuance of a default, Mortgagee shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Mortgaged Properties, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Mortgaged Properties or the solvency of any person or persons liable for the payment of the obligations secured hereby, and Mortgagor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, and agrees not to oppose any application therefor by Mortgagee, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Mortgagee under Article III hereof. Mortgagor expressly waives notice of a hearing for appointment of a receiver and the necessity for bond or an accounting by the receiver. Nothing herein is to be construed to deprive Mortgagee or any Holder of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed. Any money advanced by Mortgagee in connection with any such receivership shall be a demand obligation (which obligation Mortgagor hereby expressly promises to pay) owing by Mortgagor to Mortgagee and shall bear interest, from the date of making such advancement by Mortgagee until paid, at the rate described in Section 2.3 hereof.

Section 4.5 Proceeds of Foreclosure. The proceeds of any sale held in foreclosure of the liens and/or security interests evidenced hereby shall be applied, to the extent permitted by the applicable law:

FIRST, to the payment of all necessary and reasonable costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit or any judicial proceeding and including but not limited to a reasonable fee to the Trustee if such sale was made by the Trustee acting under the provisions of Section 4.4(d) and including but not limited to the compensation of the keeper, if any;

SECOND, to be applied to or held as collateral for the secured obligations as provided in Section 4.1 of the Collateral Agency and Intercreditor Agreement; and

THIRD, the remainder, if any there shall be, shall be paid to Mortgagor, or to Mortgagors' successors or assigns, or such other junior lienholders and creditors as their interests may appear.

Section 4.6 Holder as Purchaser. Any party constituting a Holder shall have the right to become the purchaser at any sale held in foreclosure of the liens and/or security interests evidenced hereby, and any party constituting a Holder which is purchasing at any such sale shall

have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the secured obligations owing to such party, or if such party holds less than all of such secured obligations, the pro rata part thereof owing to such party, accounting to all other parties constituting a Holder who are not joining in such bid in cash for the portion of such bid or bids apportionable to such non-bidding parties.

Section 4.7 Foreclosure as to Matured Debt. During the continuance of a default, Mortgagee shall have the right to proceed with foreclosure of the liens, privileges and/or security interests evidenced hereby without declaring the entire secured obligations due, and in such event, any such foreclosure sale may be made subject to the unmatured part of the secured obligations and shall not in any manner affect the unmatured part of the secured obligations, but as to such unmatured part, this Mortgage shall remain in full force and effect as though no sale had been made. The proceeds of such sale shall be applied as provided in Section 4.5 except that the amount paid under clause SECOND thereof shall be only the matured portion of the secured obligations and any proceeds of such sale in excess of those provided for in clauses FIRST and SECOND (modified as provided above) shall be applied as provided in the second sentence of Section 3.4 hereof. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the secured obligations.

Section 4.8 Remedies Cumulative. All remedies herein provided for are cumulative of each other and of all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other Transaction Document, and, in addition to the remedies herein provided, there shall continue to be available all such other remedies as may now or hereafter exist at law or in equity for the collection of the secured obligations and the enforcement of the covenants herein and the foreclosure of the liens and/or security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other Transaction Document or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Section 4.9 Discretion as to Security. Mortgagee may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the secured obligations, in whole or in part, and in such portions and in such order as may seem best to Mortgagee in its sole and uncontrolled discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage.

Section 4.10 Mortgagors' Waiver of Certain Rights. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagors' successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Properties, to the extent permitted by applicable law, hereby waives and releases all rights of appraisalment, valuation, stay of execution, redemption, notice of intention to mature or declare due the whole of the secured obligations, notice of election to mature or declare due the whole of the secured obligations and all rights to a marshaling of assets of Mortgagor, including the Mortgaged Properties, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. Mortgagor shall not have or assert any right under any statute

or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right under the terms of this Mortgage to a sale of the Mortgaged Properties for the collection of the secured obligations without any prior or different resort for collection, or the right under the terms of this Mortgage to the payment of the secured obligations out of the proceeds of sale of the Mortgaged Properties in preference to every other claimant whatever. If any law referred to in this Section and now in force, of which Mortgagor or Mortgagors' successors or assigns or any other persons claiming any interest in the Mortgaged Properties might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

Section 4.11 Mortgagor as Tenant Post-Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Mortgagor or Mortgagors' successors or assigns are occupying or using the Mortgaged Properties, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser. To the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible entry and detainer) in any court having jurisdiction.

Section 4.12 (Reserved)

Section 4.13 Removal as Operator. In addition to all rights and remedies under this Mortgage or any other Transaction Document, at law and in equity, if a default shall occur and be continuing and the Mortgagee shall exercise any remedies under this Mortgage with respect to any portion of the Mortgaged Properties (or Mortgagor shall transfer any Mortgaged Properties "in lieu of" foreclosure) whereupon Mortgagor is divested of its title to the Mortgaged Properties, the Mortgagee shall have the right to request that any operator of any Mortgaged Properties which is either Mortgagor or any affiliate of Mortgagor resign as operator under the joint operating agreement applicable thereto, and no later than sixty (60) days after receipt by Mortgagor of any such request, Mortgagor shall resign (or cause such other party to resign) as operator of such Mortgaged Properties, subject to the provisions of the applicable joint operating agreement(s) (with respect to which Mortgagor hereby agrees to, and to cause its affiliates to, use best efforts to assist with the facilitation of any such request by Mortgagee) and subject to Mortgagors' reinstatement as operator if the default is timely cured.

Section 4.14 No Release of Obligations. Neither Mortgagor nor any other person or entity hereafter obligated for payment of all or any part of the secured obligations shall be relieved of such secured obligations by reason of (i) the failure of the Mortgagee or any other person or entity so obligated to foreclose the lien of this Mortgage or to enforce any provision hereunder or under the Collateral Agency and Intercreditor Agreement or any other Transaction Document; (ii) the release, regardless of consideration, of the Mortgaged Properties or any portion thereof or interest therein or the addition of any other property to the Mortgaged

Properties; (iii) any agreement or stipulation between any subsequent owner of the Mortgaged Properties and the Mortgagee extending, renewing, rearranging or in any other way modifying the terms of this Mortgage without first having obtained the consent of, given notice to or paid any consideration to Mortgagor or such other person or entity, and in such event Mortgagor and all such other persons or entities shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by the Mortgagee; or (iv) any other act or occurrence save and except the complete payment and performance of the secured obligations.

Section 4.15 Discontinuance of Proceedings. In case the Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the Collateral Agency and Intercreditor Agreement or any other Transaction Document and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the secured obligations, this Mortgage, the Collateral Agency and Intercreditor Agreement, the other Transaction Documents, the Mortgaged Properties and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

Section 4.16 Release of Mortgage Collateral. Mortgagee may release, regardless of consideration, any part of the Mortgaged Properties without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by this Mortgage or its stature as a first and prior lien and security interest in and to the Mortgaged Properties, and without in any way releasing or diminishing the liability of any person or entity liable for the repayment or performance of the secured obligations. For payment of the secured obligations, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect in each case as directed by the Required Secured Parties.

Section 4.17 Powers of Attorney. MORTGAGOR HEREBY WAIVES ANY AND ALL RIGHTS AND PRIVILEGES THAT IT MIGHT OTHERWISE HAVE EXERCISED UNDER SECTION 5601 OF CHAPTER 56 OF TITLE 20. The powers of attorney granted herein shall not be construed in accordance with Section 5601 of Chapter 56 of Title 20 of the Pennsylvania Consolidated Statutes, as amended. Such powers shall be exercised for the benefit of Mortgagee and not for the benefit of Mortgagor and, in acting under such powers, Mortgagee shall have no fiduciary duty to Mortgagor.

Section 4.18 POWER TO CONFESS JUDGMENT. THE MORTGAGOR HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE AFTER AN EVENT OF DEFAULT UNDER THIS MORTGAGE TO APPEAR FOR THE MORTGAGOR, AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST THE MORTGAGOR IN FAVOR OF THE MORTGAGEE, AS OF ANY TERM, FOR THE UNPAID OBLIGATIONS HEREUNDER, AND INCLUDING, WITHOUT LIMITATION, ALL ACCRUED AND UNPAID INTEREST, CHARGES, EXPENSES OR OTHER AMOUNTS PAYABLE UNDER THIS MORTGAGE, WHETHER BY ACCELERATION OR OTHERWISE WITH COSTS OF SUIT AND A REASONABLE

ATTORNEY'S COMMISSION AS CERTIFIED BY THE MORTGAGEE WITH RELEASE OF ALL ERRORS, WAIVING ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION TO THE EXTENT THAT SUCH LAWS MAY LAWFULLY BE WAIVED BY THE MORTGAGOR. NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE, OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS THE MORTGAGEE SHALL ELECT, UNTIL SUCH TIME AS THE MORTGAGEE SHALL HAVE RECEIVED PAYMENT IN FULL OF THE RENT, OBLIGATIONS, INTEREST AND COSTS AND ALL AMOUNTS PAYABLE UNDER THIS MORTGAGE.

THE MORTGAGOR FURTHER AUTHORIZES THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE AFTER AN EVENT OF DEFAULT UNDER THIS MORTGAGE THAT REMAINS UNCURED TO APPEAR FOR MORTGAGOR TO FILE AN AGREEMENT FOR ENTERING IN ANY COURT OF COMPETENT JURISDICTION AN AMICABLE ACTION FOR CONFESSION OF JUDGMENT IN EJECTMENT AGAINST MORTGAGOR AND ALL PERSONS CLAIMING UNDER MORTGAGOR FOR THE RECOVERY BY MORTGAGEE OF POSSESSION OF THE OTHER MORTGAGED PROPERTIES, FOR WHICH THIS MORTGAGE OR A TRUE AND CORRECT COPY THEREOF SHALL BE A SUFFICIENT WARRANT, WHEREUPON, IF MORTGAGEE SO DESIRES, A WRIT OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER, AND PROVIDED THAT IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE TERMINATED AND POSSESSION REMAIN IN OR BE RESTORED TO MORTGAGOR, MORTGAGEE SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OR EXPIRATION OF THIS MORTGAGE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE AMICABLE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION BY CONFESSION OF JUDGMENT AS AFORESAID. NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THAT POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS MORTGAGEE SHALL ELECT.

BY SIGNING THIS INSTRUMENT, THE MORTGAGOR HEREBY ACKNOWLEDGES THAT IT HAS READ, HAS HAD THE OPPORTUNITY TO HAVE IT REVIEWED BY LEGAL COUNSEL, UNDERSTANDS, AND AGREES TO THE PROVISIONS CONTAINED HEREIN, INCLUDING THE CONFESSION OF JUDGMENT PROVISIONS AND UNDERSTANDS THAT A CONFESSION OF JUDGMENT CONSTITUTES A WAIVER OF RIGHTS IT OTHERWISE WOULD HAVE TO PRIOR NOTICE AND A HEARING BEFORE A JUDGMENT IS ENTERED AGAINST IT AND WHICH MAY RESULT IN A COURT JUDGMENT AGAINST THE MORTGAGOR WITHOUT PRIOR NOTICE OR HEARING AND THAT THE AMOUNTS PAYABLE UNDER THIS MORTGAGE MAY BE COLLECTED FROM THE MORTGAGOR REGARDLESS OF ANY CLAIM THE MORTGAGOR MAY

HAVE AGAINST THE MORTGAGEE. MORTGAGOR VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO MORTGAGEE TAKING THE ACTIONS HEREIN CONTAINED.



Mortgagor's Initials

OH WARNING -- BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

Section 4.19 POWER TO EXECUTE ON A JUDGMENT WITHOUT HEARING. THE MORTGAGOR HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD OR THE SHERIFF WITHIN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, TO TAKE ALL ACTION ALLOWED BY OR PROVIDED FOR IN THE PENNSYLVANIA RULES OF CIVIL PROCEDURE OR OTHER APPLICABLE RULES OF CIVIL PROCEDURE TO EXECUTE ON ANY JUDGMENT ENTERED AGAINST THE MORTGAGOR PURSUANT TO THE CONFESSIONS OF JUDGMENT SET FORTH ABOVE WITHOUT PRIOR NOTICE OR HEARING OF ANY NATURE WHATSOEVER, WAIVING ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION, TO THE EXTENT THAT SUCH LAWS MAY LAWFULLY BE WAIVED BY THE MORTGAGOR. NO SINGLE EXERCISE OF THE FOREGOING POWER TO EXECUTE ON JUDGMENT WITHOUT A HEARING SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS THE MORTGAGEE SHALL ELECT UNTIL SUCH TIME AS THE MORTGAGEE SHALL HAVE RECEIVED PAYMENT IN FULL OF THE RENT, OBLIGATIONS, INTEREST AND COSTS AND ALL AMOUNTS PAYABLE UNDER THIS MORTGAGE OR EXCLUSIVE POSSESSION OF THE OTHER MORTGAGED PROPERTIES, AS THE CASE MAY BE.

BY SIGNING THIS INSTRUMENT THE MORTGAGOR HEREBY ACKNOWLEDGES THAT IT HAS READ, HAS HAD THE OPPORTUNITY TO HAVE IT REVIEWED BY LEGAL COUNSEL, UNDERSTANDS AND AGREES TO THE PROVISIONS CONTAINED HEREIN, INCLUDING THE POWER TO EXECUTE ON JUDGMENT WITHOUT A HEARING, AND UNDERSTANDS THAT THE POWER TO EXECUTE ON A JUDGMENT WITHOUT A HEARING CONSTITUTES A WAIVER OF RIGHTS IT OTHERWISE WOULD HAVE TO PRIOR NOTICE AND A HEARING BEFORE EXECUTION ON A JUDGMENT, AND THAT THE AMOUNTS PAYABLE UNDER THIS MORTGAGE MAY BE COLLECTED FROM THE MORTGAGOR, OR EXCLUSIVE POSSESSION OF THE OTHER MORTGAGED PROPERTIES MAY BE GRANTED TO MORTGAGEE, REGARDLESS OF ANY CLAIM THAT THE MORTGAGOR MAY HAVE

AGAINST THE MORTGAGEE. MORTGAGOR VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO MORTGAGEE TAKING THE ACTIONS HEREIN CONTAINED.



Mortgagor's Initials.

ARTICLE V.

Miscellaneous

Section 5.1 Scope of Mortgage. This Mortgage is a mortgage of both real/immovable and personal/movable property, a security agreement, a financing statement and an assignment, and also covers proceeds and fixtures and all rights as set out herein.

Section 5.2 Effective as a Financing Statement. This Mortgage, among other things, covers goods which are or are to become fixtures on the real property described herein and covers as-extracted collateral related to the real/immovable property described herein. This Mortgage shall be effective as a financing statement (i) filed as a fixture filing with respect to all fixtures included within the Mortgaged Properties, (ii) covering as-extracted collateral with respect to all as-extracted collateral included within the Mortgaged Properties (including, without limitation, all oil, gas, other minerals and other substances of value which may be extracted from the earth at the wellhead or minehead) and (iii) covering all other Mortgaged Properties. This Mortgage is to be filed for record in the real/immovable property records of each county where any part of the Mortgaged Properties is situated or which lies shoreward of any Mortgaged Property (*i.e.*, to the extent any Mortgaged Property lies offshore within the projected seaward extension of the relevant county boundaries), and may also be filed in the offices of the Bureau of Land Management or the Bureau of Ocean Energy Management or any relevant state agency (or any successor agencies). The Mortgagor is the debtor and the mailing address of Mortgagor is the address of Mortgagor set forth at the end of this Mortgage and the Mortgagee is the secured party and the address of Mortgagee from which information concerning the security interests hereunder may be obtained is the address of Mortgagee set forth at the end of this Mortgage. Nothing contained in this paragraph shall be construed to limit the scope of this Mortgage nor its effectiveness as a financing statement covering any type of Mortgaged Properties.

Section 5.3 Reproduction of Mortgage as Financing Statement; Authorization to File. A carbon, photographic, facsimile or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in Section 5.2. Without limiting any other provision herein, Mortgagor hereby authorizes Mortgagee to file, in any filing or recording office, one or more financing statements containing the description "all personal property" and any renewal or continuation statements thereof.

Section 5.4 Notice to Account Debtors. In addition to, but without limitation of, the rights granted in Article III hereof, Mortgagee may, at any time after a default has occurred that



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Stark County Recorder T20130041373

is continuing, notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of obligations included in the Mortgage Collateral to pay Mortgagee directly.

Section 5.5 Waivers. Mortgagee may at any time and from time to time in writing waive compliance by Mortgagor with any covenant herein made by Mortgagor to the extent and in the manner specified in such writing, or consent to Mortgagors' doing any act which hereunder Mortgagor is prohibited from doing, or to Mortgagors' failing to do any act which hereunder Mortgagor is required to do, to the extent and in the manner specified in such writing, or release any part of the Mortgaged Properties or any interest therein or any Production Proceeds from the lien and security interest of this Mortgage, without joinder of the Trustee. Any party liable, either directly or indirectly, for the secured obligations or for any covenant herein or in any other Transaction Document may be released from all or any part of such obligations without impairing or releasing the liability of any other party. No such act shall in any way impair any rights or powers hereunder except to the extent specifically agreed to in such writing.

Section 5.6 No Impairment of Security. To the extent allowed by applicable law, the lien, privilege, security interest and other security rights hereunder shall not be impaired by any indulgence, moratorium or release which may be granted including, but not limited to, any renewal, extension or modification which may be granted with respect to any secured obligations, or any surrender, compromise, release, renewal, extension, exchange or substitution which may be granted in respect of the Mortgaged Properties (including without limitation Production Proceeds), or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any secured obligations.

Section 5.7 Acts Not Constituting Waiver. Any default may be waived without waiving any other prior or subsequent default. Any default may be remedied without waiving the default remedied. Neither failure to exercise, nor delay in exercising, any right, power or remedy upon any default shall be construed as a waiver of such default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be in writing and signed by Mortgagee and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice nor demand on Mortgagor in any case shall of itself entitle Mortgagor to any other or further notice or demand in similar or other circumstances. Acceptance of any payment in an amount less than the amount then due on any secured obligations shall be deemed an acceptance on account only and shall not in any way excuse the existence of a default hereunder.

Section 5.8 Mortgagors' Successors. In the event the ownership of the Mortgaged Properties or any part thereof becomes vested in a person other than Mortgagor, then, without notice to Mortgagor, such successor or successors in interest may be dealt with, with reference to this Mortgage and to the obligations secured hereby, in the same manner as with Mortgagor, without in any way vitiating or discharging Mortgagors' liability hereunder or for the payment of

the obligations or performance of the obligations secured hereby. No transfer of the Mortgaged Properties, no forbearance, and no extension of the time for the payment of the obligations secured hereby, shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Mortgagor hereunder or for the payment of the obligations or performance of the obligations secured hereby, or the liability of any other person hereunder or for the payment of the obligations secured hereby.

Section 5.9 Place of Payment. All secured obligations which may be owing hereunder at any time by Mortgagor shall be payable at the places designated in the Collateral Agency and Intercreditor Agreement (or if no such designation is made, at the address of Mortgagee indicated at the end of this Mortgage), or at such other place as Mortgagee may designate in writing.

Section 5.10 Subrogation to Existing Liens. To the extent that proceeds of the secured obligations are used or Mortgagee or Holders make advances to pay obligations secured by any outstanding lien, privilege, security interest, charge or prior encumbrance against the Mortgaged Properties, such proceeds or advances will be deemed to have been advanced at Mortgagors' request, and the party or parties advancing the same shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, privileges, security interests, charges or encumbrances, irrespective of whether said liens, privileges, security interests, charges or encumbrances are released, and it is expressly understood that, in consideration of the payment of such obligations, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments to, upon and in connection with the said obligations.

Section 5.11 Application of Payments to Certain Obligations. If any part of the secured obligations cannot be lawfully secured by this Mortgage or if any part of the Mortgaged Properties cannot be lawfully subject to the lien, privilege and security interest hereof to the full extent of such obligations, then all payments made shall be applied on said obligations first in discharge of that portion thereof which is not secured by this Mortgage.

Section 5.12 Compliance with Usury Laws. It is the intent of Mortgagor, Mortgagee, all other Holders and all other parties to the Transaction Documents to contract in strict compliance with applicable usury law from time to time in effect. In furtherance thereof, it is stipulated and agreed that none of the terms and provisions contained herein or in the other Transaction Documents shall ever be construed to create a contract to pay, for the use, forbearance or detention of money, interest in excess of the maximum amount of interest permitted to be collected, charged, taken, reserved or received by applicable law from time to time in effect.

Section 5.13 Release of Mortgage. If a termination of the Collateral Agency and Intercreditor Agreement shall have occurred under the Collateral Agency and Intercreditor Agreement, all secured obligations have been fully paid under each of the Transaction Documents and all of the covenants, warranties, undertakings and agreements made in this Mortgage are kept and performed, and if neither Mortgagor nor Mortgagee or any Holder is bound to the other or required to permit any additional or future secured obligations to be incurred then or thereafter, then, upon sixty (60) days' prior written notice (or such lesser

number of days as may be mandated by applicable law), any Mortgagor may request that this Mortgage be terminated. Upon such termination any Mortgagor may further request that a written act of release of this Mortgage be provided. Mortgagee agrees to deliver such an act of release (subject to the foregoing limitation), all at the cost and expense of the Mortgagor, within sixty (60) days (or such lesser number of days as may be mandated by applicable law) of receiving such request unless the conditions precedent to such release specified in Article V of the Collateral Agency and Intercreditor Agreement have not been satisfied. Notwithstanding the foregoing, it is understood and agreed that certain indemnifications, and other rights, which are provided herein to continue following the release hereof, shall continue in effect notwithstanding such release. If any payment to any Holder or Mortgagee, is held to constitute a preference or a voidable transfer under applicable state or federal laws or if for any other reason any Holder or Mortgagee, is required to refund such payment to the payor thereof or to pay the amount thereof to any third party, this Mortgage shall be reinstated to the extent of such payment or payments.

Section 5.14 Notice. All notices, requests, consents, demands and other communications required or permitted hereunder shall be in writing and, shall be deemed sufficiently given or furnished if delivered by personal delivery, by facsimile, by delivery service with proof of delivery, or by registered or certified United States mail, postage prepaid, at the addresses specified at the end of this Mortgage (unless changed by similar notice in writing given by the particular party whose address is to be changed). Any such notice or communication shall be deemed to have been given (a) in the case of personal delivery or delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, (b) in the case of facsimile, upon receipt, and (c) in the case of registered or certified United States mail, three (3) days after deposit in the mail. Notwithstanding the foregoing, any notice given in connection with a foreclosure of the liens and/or security interests created hereunder, or otherwise in connection with the exercise by Mortgagee, Trustee or any Holder of their respective rights hereunder, which is given in a manner permitted by applicable law shall constitute proper notice; without limitation of the foregoing, notice given in a form required or permitted by statute shall (as to the portion of the Mortgaged Properties to which such statute is applicable) constitute proper notice.

Section 5.15 Invalidity of Certain Provisions. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

Section 5.16 Gender; Titles. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions.

Section 5.17 Amendments and Recording. This instrument may be amended, modified, revised, discharged, released or terminated, and any and all covenants in this instrument may from time to time be waived, only by a written instrument. Mortgagor will cause this Mortgage and all amendments and supplements thereto and substitutions therefor and all financing

statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Mortgagee or Trustee shall reasonably request and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

Section 5.18 Reporting Compliance. Mortgagor agrees to comply with any and all reporting requirements applicable to this Mortgage which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, and further agrees upon request of Mortgagee to furnish Mortgagee with evidence of such compliance.

Section 5.19 Certain Consents. Except where otherwise expressly provided herein, in any instance hereunder where the approval, consent or the exercise of judgment of Mortgagee or any Holder is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of such party, and such party shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner.

Section 5.20 Authority of Mortgagee. The persons constituting Holders may, by agreement among them, provide for and regulate the exercise of rights and remedies hereunder, but, unless and until modified to the contrary in writing signed by all such persons and recorded in the same counties as this Mortgage is recorded, (i) all persons other than Mortgagor and its affiliates shall be entitled to rely on the releases, waivers, consents, approvals, notifications and other acts (including, without limitation, trustees hereunder and the bidding in of all or any part of the secured obligations held by any one or more Holders, whether the same be conducted under the provisions hereof or otherwise) of Mortgagee, without inquiry into any such agreements or the existence of required consent or approval of any persons constituting Holders and without the joinder of any party other than Mortgagee in such releases, waivers, consents, approvals, notifications or other acts and (ii) all notices, requests, consents, demands and other communications required or permitted to be given hereunder may be given to Mortgagee.

Section 5.21 Counterparts. This Mortgage may be executed in several counterparts, all of which are identical, except that, to facilitate recordation, certain counterparts hereof may include only that portion of Exhibit A and/or Schedule I which contains descriptions of the Mortgaged Properties located in (or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of) the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of Exhibit A and Schedule I shall be included in such counterparts by reference only. All of the counterparts hereof together shall constitute one and the same instrument.

Section 5.22 Successors and Assigns. The terms, provisions, covenants, representations, indemnifications and conditions hereof shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Mortgagee, Trustee and each person constituting Holders and their respective successors and assigns, and shall constitute covenants running with the Mortgaged Properties. Should the agency under which Mortgagee serves be terminated, or otherwise cease to exist, any successor to the Collateral Agent, or if none, Holders (including the respective successors and assigns of each person constituting a Holder) shall be deemed to be the successors to Mortgagee. All references in this Mortgage to

Mortgagor, Mortgagee, Trustee or Holders shall be deemed to include all such successors and assigns.

Section 5.23 **FINAL AGREEMENT OF THE PARTIES.** THE WRITTEN TRANSACTION DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 5.24 **CHOICE OF LAW.** WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, THIS MORTGAGE SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE AND THE LAWS OF THE UNITED STATES OF AMERICA, EXCEPT THAT TO THE EXTENT THAT THE LAW OF A STATE IN WHICH A PORTION OF THE MORTGAGED PROPERTIES IS LOCATED (OR WHICH IS OTHERWISE APPLICABLE TO A PORTION OF THE MORTGAGED PROPERTIES) NECESSARILY OR, IN THE SOLE DISCRETION OF THE MORTGAGEE (ACTING AT THE WRITTEN DIRECTION OF THE REQUIRED SECURED PARTIES), APPROPRIATELY GOVERNS WITH RESPECT TO PROCEDURAL AND SUBSTANTIVE MATTERS RELATING TO THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS, PRIVILEGES, SECURITY INTERESTS AND OTHER RIGHTS AND REMEDIES OF THE MORTGAGEE GRANTED HEREIN, THE LAW OF SUCH STATE SHALL APPLY AS TO THAT PORTION OF THE MORTGAGED PROPERTIES LOCATED IN (OR WHICH IS OTHERWISE SUBJECT TO THE LAWS OF) SUCH STATE.

Section 5.25 **Attorney-in-Fact.** Upon the occurrence and during the continuance of a default, the Mortgagor hereby designates the Mortgagee as its attorney-in-fact and grants to Mortgagee appropriate powers of attorney to act for and on behalf of the Mortgagor with the Department of Interior and all other agencies, departments and subdivisions of the United States of America and of all states, in all transactions relating to the Mortgage Collateral or any part thereof. The Mortgagor hereby authorizes and directs all such agencies, departments and subdivisions to rely upon any writing from Mortgagee asserting that a default has occurred and is continuing, without inquiry into whether or not such default actually occurred and is continuing, and the Mortgagor agrees that the exercising by Mortgagee of such powers of attorney may be relied upon in all respects and, as between the Mortgagor and such agency, department or subdivision, shall be binding upon the Mortgagor.

Section 5.26 **Rule Against Perpetuities.** Notwithstanding any other provision contained herein, if any property interest granted by this Mortgage does not vest on the execution and delivery of this Instrument, it shall vest, if at all, no later than twenty (20) years and three hundred and sixty four (364) days after the death of the last surviving descendant of Barack Obama (44th President of the United States) who is alive on the execution and delivery of this Instrument.

Section 5.27 Exculpation Provisions. EACH OF THE PARTIES HERETO SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS MORTGAGE; AND AGREES THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS MORTGAGE; THAT IT HAS IN FACT READ THIS MORTGAGE AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS MORTGAGE; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS MORTGAGE; AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS MORTGAGE; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS MORTGAGE RESULT IN ONE PARTY ASSUMING THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION AND RELIEVING THE OTHER PARTY OF ITS RESPONSIBILITY FOR SUCH LIABILITY. EACH PARTY HERETO AGREES AND COVENANTS THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS MORTGAGE ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

Section 5.28 Substitute Trustee. The Trustee may resign by an instrument in writing addressed to Mortgagee, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Mortgagee. In case of the death, resignation, removal, or disqualification of Trustee, or if for any reason Mortgagee shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named trustee or any substitute or successor trustee, then Mortgagee shall have the right and is hereby authorized and empowered to appoint a successor trustee, or a substitute trustee, without other formality than appointment and designation in writing executed by Mortgagee and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the obligations secured hereby has been paid in full, or until the Mortgaged Property is sold hereunder. Such appointment and designation by Mortgagee shall be full evidence of the right and authority to make the same and of all facts therein recited. If Mortgagee is a corporation or association and such appointment is executed in its behalf by an officer of such corporation or association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or association. Mortgagee may act through an agent or attorney-in-fact in substituting trustees. Upon the making of any such appointment and designation, all of the estate and title of Trustee in the Deed of Trust Mortgaged Properties shall vest in the named successor or substitute Trustee and such successor or substitute shall thereupon succeed to, and shall hold, possess and execute, all the rights, powers, privileges, immunities and duties herein conferred upon Trustee; but nevertheless, upon the written request of Mortgagee or of the successor or substitute Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute Trustee all of the estate and title in the Deed of Trust Mortgaged Properties of the Trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said Trustee hereunder to said successor or substitute Trustee. All references herein to Trustee shall be deemed to refer to

Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder.

Section 5.29 No Liability for Trustee. THE TRUSTEE SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THE TRUSTEE'S NEGLIGENCE), EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by the Trustee hereunder, believed by the Trustee in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. Mortgagor hereby ratifies and confirms any and all acts which the herein named Trustee or its successor or successors, substitute or substitutes, shall do lawfully by virtue hereof. Mortgagor will reimburse Trustee for, and indemnify and save Trustee harmless against, any and all liability and expenses (including attorneys' fees) which may be incurred by Trustee in the performance of his duties. The foregoing indemnities shall not terminate upon the Release Date or upon the release, foreclosure or other termination of this Mortgage but will survive the Release Date, foreclosure of this Mortgage or conveyance in lieu of foreclosure, and the repayment of the secured obligations and the discharge and release of this Mortgage and the other documents evidencing and/or securing the secured obligations. Any amount to be paid hereunder by Mortgagor to Trustee shall be a demand obligation owing by Mortgagor to Trustee and shall be subject to and covered by the provisions of Section 2.3 hereof.

Section 5.30 No Discretion. Notwithstanding anything else to the contrary herein, whenever reference is made in this Mortgage to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Mortgagee or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction, reasonable satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Mortgagee, it is understood that in all cases the Mortgagee shall be fully justified in failing or refusing to take any such action under this Mortgage if it shall not have received such written instruction, advice or concurrence of the Required Secured Parties (as defined in the Collateral Agency and Intercreditor Agreement), as it deems appropriate. This provision is intended solely for the benefit of the Mortgagee and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.

Section 5.31 Rights and Protections of Mortgagee. The rights, privileges, protections, immunities and benefits given to the Mortgagee in its capacity as Collateral Agent in the Collateral Agency and Intercreditor Agreement including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Mortgagee as if set forth herein mutatis mutandis.

(Signature Pages to Follow)


Instr: 201309050044205
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Rick Campbell 10:28AM MISC
Stark County Recorder T20130041373

THUS DONE AND PASSED as of the day first written above.

CHK UTICA L.L.C.

By:  _____

Name: Elliot J. Chambers
Title: Vice President and Treasurer

16

GRANT OF EASEMENT

THIS GRANT OF EASEMENT AGREEMENT ("**Easement Agreement**"), effective as of the 20th day of December, 2002 (the "**Effective Date**") between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia Corporation, with its principal office at Three Commercial Place, Norfolk, VA ("**Grantor**"), on its own behalf as to the land and tracks of Grantor, and one or more wholly-owned subsidiaries of FirstEnergy Corp. ("**FirstEnergy**") (each referred to herein as a "**Grantee**"), by their agent, FirstEnergy Service Company, an Ohio Corporation, with its principal offices at 76 South Main Street, Akron, Ohio 44308.

WHEREAS, Grantor, or one or more of its predecessors, entered into separate license agreements, set forth in Appendix "A", attached hereto and made a part hereof, with a Grantee or its predecessors to permit the construction, installation, maintenance, and use of certain crossings and occupations over, across, along, or under the land and tracks of Grantor at various locations in the counties and states described in said Appendix "A" ("**Agreement(s)**") for Grantees' electric facilities and/or communications facilities installed for the purposes of meeting the FirstEnergy system's communications needs ("**Existing Facilities**"); and

WHEREAS, the Agreements generally provide for various types of payments;

WHEREAS, the parties hereto desire to replace the Agreements with one permanent and irrevocable easement document;

WHEREAS, the parties desire to establish the terms and conditions under which this Grant of Easement may be extended to cover the installation of new electric facilities and/or communications facilities installed for the purposes of meeting the FirstEnergy system's communications needs ("**New Facilities**") over, across, along, or under property of Grantor by a Grantee; and

WHEREAS, Existing Facilities in their present form, or as modified pursuant to any provision of this Easement Agreement, or New Facilities installed pursuant to an Addendum to Grant of Easement, together with any appurtenances thereto, are hereinafter referred to singularly as the "**Facility**" and collectively as the "**Facilities**".

NOW, THEREFORE, Grantor, acting on its own behalf with respect to land and tracks of Grantor for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and in further consideration of a Grantee keeping and performing the covenants and conditions hereinafter stated on the part of such Grantee to be kept and performed, does hereby grant unto each Grantee party to this Easement Agreement, and to each Grantee becoming party to an Addendum to Grant of Easement referred to in Section 2.1 hereof, to the extent the title of Grantor so permits and without warranty, an easement in its property for the right, subject to the terms and conditions set forth in this Easement Agreement, to construct, maintain, repair, alter, add to, modify, renew, relocate, replace, use, and remove the Existing Facilities, or New Facilities, as the case may be, which easement shall authorize use and occupancy of only the physical space and dimensions

Railroad Easement - No Parcel No.
Available

EASEMENT ONLY

actually required for construction, maintenance, repair, alteration, modification, renewal, relocation, or replacement of the Existing Facilities or New Facilities, as the case may be.

TOGETHER WITH the right of ingress and egress over said property, and any adjoining land of Grantor, insofar as necessary for the maintenance, use, construction, alteration, addition, modification renewal, relocation, replacement, repair, and removal of the Facilities, which activities shall be conditioned on proper notification to the Chief Engineer of Grantor or his designee, hereinafter referred to as "**Chief Engineer.**"

AND TOGETHER WITH the right from time to time to cut down, trim, remove and/or otherwise control trees, brush and non-railroad obstructions that may, in the judgment of Grantee, interfere with or endanger the Facilities, after proper notification to the Chief Engineer.

1.1 **Location of Facilities.** The location and construction plans referred to in the Agreement(s) shall continue to apply to the Facilities, and no change shall be made therein, including (but not limited to) changes in location, nature, size, number, or use of any Facility without the prior written consent of the Chief Engineer, which Grantor agrees shall not be unreasonably withheld, delayed or conditioned.

1.2 **Work; Consent by Grantor.** The work of construction, maintenance, repair, alteration, modification, , relocation, replacement and removal of the Facilities of a Grantee (all hereinafter referred to as "**Work**") shall be done by, and at the sole cost and expense of the Grantee owning the same in a manner satisfactory to, and approved by, the Chief Engineer which Grantor agrees shall not be unreasonably withheld, delayed or conditioned, and shall not interfere with the proper and safe use and operation of the property or operations of Grantor; provided, however, that if any governmental entity having jurisdiction over the Facilities of a Grantee has determined or prescribed the manner and means of accomplishing the Work, or any portion thereof then such requirements shall prevail, to the extent they are more restrictive than Grantor's; and such Grantee shall comply therewith at all times at its sole cost and expense. The foregoing is not intended to modify or limit the provisions of Section 5.1, hereof. Before commencing Work, Grantee shall submit detailed plans, in accordance with the then-current specifications of Grantor and obtain the approval of the Chief Engineer, which Grantor agrees shall not be unreasonably withheld, delayed or conditioned. Grantor reserves the right to assess fees and charges in accordance with that certain Fee Agreement between Grantor and Grantees effective as of December 20, 2002 (the "**Fee Agreement**").

1.3 **Watchmen to be Provided by Grantee.** When performing any Work in connection with the Facilities, the Grantee shall furnish, at its sole cost and expense, watchmen to keep persons, equipment and materials a safe distance from the tracks and operations of Grantor.

1.4 **Flagmen or Inspectors to be Provided by Grantor.** In addition to, but not in limitation of any of the foregoing provisions, if at any time Grantor should deem flagmen or inspectors necessary to protect its operations, property, employees, patrons, or licensees during the course of the Work, Grantor shall have the right to provide and deploy such flagmen or inspectors, and the Grantee shall bear the full cost (as specified in Section 7.1 of this Easement

Agreement), risk and expense thereof and promptly reimburse Grantor therefor upon demand. The furnishing or failure to furnish flagmen or inspectors by Grantor shall not release such Grantee from any liabilities assumed hereunder.

2.1 **New Facilities; Existing Facility Upgrades.** It is understood and agreed by the parties hereto, that from time to time hereafter a Grantee may desire or may be required as herein provided, to construct New Facilities, or expand, alter, modify, or relocate the Existing Facilities (including without limitation any changes in the nature of the product carried by, through, in, or upon the Facilities). In such instance, such Grantee shall submit detailed plans, in accordance with Grantor's then-current specifications, and obtain the approval of the Chief Engineer, which Grantor agrees shall not be unreasonably withheld, delayed or conditioned. Following such approval, Grantor, (i) shall charge the fees for the New Facilities or Existing Facilities, if any, in accordance with the Fee Agreement, and (ii) will provide such Grantee with two (2) copies of an "Addendum to Grant of Easement" similar to Appendix "B", attached hereto and made a part hereof. Upon full execution of such Addendum by the Parties thereto, the terms and conditions of this Easement Agreement shall apply to the Facilities covered by such Addendum. Grantor and a Grantee by mutual agreement may change the form of said Addendum as situations warrant. Grantor and Grantee further acknowledge and agree that installations of fiber optic cable, coaxial cable or other communications media which are not installed for the purposes of meeting the FirstEnergy system's communications needs are outside the scope of the easement granted herein and shall require the execution of a separate agreement with Grantor.

2.2. **Minimum Clearances Required for Grantees' Facilities.** For purposes of New Facilities or changes to Existing Facilities that consist of aerial or underground transverse crossings and longitudinal occupations of electric transmission or distribution lines, the total clearances therefor, subject to then-existing property conditions and Modifications (as defined in Section 9.1 hereof) shall be sufficient so that, with the Facilities located on the center line of such width, Grantees' Facilities shall be in accordance with requirements of the then-current National Electric Safety Code and the Occupational Safety and Health Administration and include the width of the structure, insulator swing, conductor blow out and code clearance from the energized conductor to a building which could be constructed on the edge of the right-of-way.

2.3. **Additional Grantees.** Any present or future wholly-owned subsidiary of FirstEnergy may become a party to an Addendum to Grant of Easement after the Effective Date as an additional "Grantee"; provided, as conditions thereto, (i) such Grantee shall pay to Grantor the applicable fees set forth in the Fee Agreement, (ii) such Grantee shall submit to the Chief Engineer at the time of submission of the detailed plans for the Facilities pursuant to Section 2.1 hereof, a certification and reasonable supporting evidence (e.g., certificate of merger, secretary's certificate) to Grantor that such additional Grantee is a wholly-owned subsidiary of FirstEnergy, and (iii) such Grantee otherwise complies with the terms and conditions of this Easement Agreement.

2.4. **Recording of Easement.** Whenever New Facilities or changes to Existing Facilities are approved by the Chief Engineer for construction by a Grantee in a county where a counterpart of this Easement Agreement has not been filed for record, Grantor and Grantee shall,

at no cost or expense to Grantor, execute a counterpart of this Easement Agreement and an Addendum to Grant of Easement pertaining to such Facilities and such Grantee shall be responsible for causing a counterpart thereof to be filed for record in such county.

3.1 **Maintenance; Emergencies.** Each Grantee shall be responsible, on its own initiative, for maintaining, repairing and renewing its Facilities and in addition, shall, upon notice from Grantor, promptly make such repairs and renewals thereto as may be required by Grantor. In the event of an "Emergency" (as hereinafter defined), such Grantee shall take immediate steps to perform any necessary repairs, and shall provide notification to Grantor of all Work performed promptly after its completion; in the event such Grantee fails to immediately take steps to perform the necessary Emergency repairs, Grantor shall have the right, but not the obligation, to perform or have such repairs performed at the sole cost and expense of the Grantee owning the Facilities requiring Emergency repairs. It is not the intent of either party hereto to circumvent (and both parties shall seek not to circumvent) the terms of any labor contract between the parties hereto and their respective labor organizations or unions.

3.2 **Emergency defined.** "Emergency", as used herein, shall mean a condition causing an actual interruption to, or interference with, (i) the operation of Grantor's rail transportation business, or (ii) the operation of Grantee's Facilities for their intended purposes; also, any condition that (iii) caused or is causing any loss or injury to any property of Grantor or the Grantee and their employees or of any other individual or entity, or (iv) if not immediately corrected, could imminently cause such interruption, interference, loss or injury to either Grantor or Grantee.

4.1 **Right to Inspect.** Grantor shall have the right to inspect the Facilities at any time, and to approve the materials used in the Work, which approval Grantor agrees shall not be unreasonably withheld, delayed or conditioned. Grantor's exercise of its rights hereunder does not and is not intended in any way to warrant the quality or condition of the Facilities.

4.2 The right of inspection of the Facilities by Grantor shall extend for an appropriate distance on each side of the property of Grantor, inasmuch as the method of performing the Work or the material used therein with respect to the portion of the Facilities adjoining the property of Grantor may have a significant impact upon the strength and stability of the portion of the Facilities over, under, upon, or in the property of the Grantor.

5.1 **Compliance with Laws.** Each Grantee shall comply with all statutes, rules, regulations, orders, directives, ordinances and similar promulgations of law applicable to the presence, use, operation, construction, maintenance, repair, alteration, modification, renewal, relocation, replacement and removal of the Facilities, and shall assume all cost, expense and responsibility in connection therewith, without any liability therefor on the part of the Grantor. Such Grantee shall indemnify, defend (at Grantor's option) and hold Grantor harmless from and against all costs, fines, penalties and expenses arising from the failure of the Grantee to so comply.

6.1 **Grantee Waiver.** Each Grantee understands that the railroad operations at or near a Grantee's Facilities involve risk, and each Grantee, as part of the consideration for this

Grant, and with full knowledge and appreciation of such risk, hereby releases and waives any right to ask for or demand damages of any type, including direct or consequential damages, for or on account of any loss or injury to any property of the Grantee and its employees, including property in the care, custody and control of the Grantee, and to the Facilities and contents thereof that are over, under, upon, or in the property of Grantor, including loss of, or interference with, service or use thereof, except when due directly to the sole negligence of Grantor.

6.2 **Indemnification.** Each Grantee shall indemnify, save harmless and defend (at the option of the party to be indemnified with respect to its defense) Grantor from and against all liability, cost and expense (including reasonable attorneys' fees) arising from, or in connection with, any and all losses, damages, suits, claims, demands, costs and charges which Grantor may suffer, sustain, or be subjected to by reason of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation, replacement, or removal of its Facilities, in, on, about, under, over, or from the property of Grantor, whether such loss and damage be suffered or sustained by Grantor, whether attributable to the act, omission or neglect of Grantor or any other person or entity, except when due directly to the sole negligence of the party to be indemnified.

6.3 Notwithstanding anything contained in Section 6.2, and irrespective of any negligence of Grantor, each Grantee assumes sole responsibility for, shall indemnify, save harmless, and defend (at the option of the party to be indemnified with respect to its defense) Grantor from and against all claims, actions, or legal proceedings arising, in whole or in part, from (i) the failure of such Grantee to comply with any obligations imposed on it by this Easement Agreement, or (ii) any claims, actions, or legal proceedings under the Federal Employer's Liability Act ("FELA") and any amendments to FELA now or hereafter in effect, alleging or claiming, in legal effect, that Grantor in respect to that portion of its land which lies under or near the Facilities, failed to correct or guard against an unsafe condition or failed to furnish a safe place to work. Failure by Grantor to make verbal or written complaints to a Grantee with respect to unsafe working conditions or the failure of a Grantee to carry out its obligations under this Easement Agreement; or knowledge on the part of Grantor of such unsafe working conditions or failure of a Grantee to carry out its obligations under this Easement Agreement, shall not be deemed to constitute acquiescence therein or waiver thereof by Grantor or actionable negligence on the part of Grantor.

6.4 If a claim or action is made or brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

6.5 (a) Without limiting in any manner the liability and obligations assumed by a Grantee under any other provision of this Easement Agreement, and as additional protection to Grantor, a Grantee shall, at its expense, be required to pay the Risk Financing Fee set forth in subparagraph (iii) below and shall procure and maintain with insurance companies satisfactory to Grantor, the insurance policies described in subparagraphs (i) and (ii).

(i) Prior to commencement of Work on its Facilities or entry on the property of Grantor, a Grantee, and its contractor if it employs one, shall

procure and maintain for the course of said Work, a general liability insurance policy naming Grantor as additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(ii) Prior to commencement of any maintenance subsequent to the initial construction of its Facility during the term of this Easement Agreement, a Grantee, or its contractor if it employs one, shall furnish Grantor with an original Railroad Protective Liability Insurance Policy naming Grantor as named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate.

(iii) Upon execution of each Appendix B Addendum to this Easement Agreement, the Grantee named therein shall pay Grantor a Risk Financing Fee per installation in accordance with the Fee Agreement to provide for such supplemental insurance (which may be self-insurance) as Grantor, in its sole discretion, deems to be necessary or appropriate.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Grantor. Prior to Work on or subsequent maintenance of its Facilities or any entry on the property of Grantor, a Grantee, or its contractor if it employs one, shall furnish to Grantor's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Grantor to Grantee in writing), for approval, the original policy described in subparagraph (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subparagraph (a)(i).

6.6 Except with respect to preexisting conditions, each Grantee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of its Facilities and/or for any contamination of any property, water, air or groundwater arising or resulting from such Grantee's operations or uses of the property of Grantor pursuant to this Easement Agreement or existence of its Facilities. In addition, such Grantee shall obtain any necessary permits to install the Facilities and indemnify and hold harmless Grantor from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the installation, use or presence of its Facilities, except when due to the sole negligence of Grantor. It is agreed that this indemnity provision extends to any cleanup costs related to a Grantee's activities upon the property of Grantor and to any costs related to cleanup of the Facilities or to other property caused by the presence or use of the Facilities.

7.1 **Grantee Payment of Grantor's Costs.** Except as provided in Section 9.1 and 9.2 of this Easement Agreement, all cost and expense in connection with or resulting from the Work (as hereinabove defined) shall be borne by Grantee. In the event of Work being performed or

material furnished by Grantor under the stipulated right to perform such Work under any section hereof, the Grantee shall pay to Grantor (a) the actual cost of material plus the then-current overhead percentages for storage, handling, transportation, purchasing and other related material management expenses, and (b) the actual cost of labor plus then-current overhead percentages as developed and published by the Accounting Department of Grantor for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employer's liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses, including but not limited to, automobile mileage charges then in effect as published by the United States Government. It is understood that such material and labor overhead charges shall be applied at the rates which are effective at the time of the performance of any such Work by employees of Grantor. The Grantee shall pay such bills within thirty (30) days of the presentation thereof by Grantor.

8.1 **Abandoned Facilities.** In the event a Grantee elects to discontinue use of any of the Facilities for a period of one year (or longer) ("**Abandoned Facilities**") (unless such discontinuance of use occurs as part of a major line construction, reconstruction, repair or maintenance project), such Grantee shall, in a manner satisfactory to Grantor: (i) remove the Abandoned Facilities or, provided the Chief Engineer of Grantor approves, abandon them in place, (ii) restore the property, and (iii) deliver to Grantor a release of this Easement Agreement with respect to the Abandoned Facilities in recordable form. If such Grantee fails or refuses to remove the Abandoned Facilities within one hundred eighty (180) days after requested to do so by Grantor, Grantor shall (a) have the right, but not the obligation, to remove the Abandoned Facilities at the sole cost and expense of such Grantee, and (b) Grantor shall not be liable to such Grantee for such removal.

9.1 **Modification.** Each Grantee shall, at its sole cost and expense (except as otherwise specified below) and commencing within thirty (30) days following receipt of notice from Grantor, or within such longer period of time as may be reasonably necessary for Grantee to obtain required approval from a regulatory agency for a line relocation, take such action as Grantor may specify to strengthen, support, relocate, or otherwise protect or modify any of its Facilities and thereafter promptly complete such Work. Such requested action shall hereinafter be referred to as a "**Modification.**" If necessary, Grantor shall provide so much of its adjoining land to a Grantee as may be available for such Modification without additional compensation from such Grantee. The obligation of such Grantee to pay for such Modification shall be conditioned upon (a) such Modification being necessary to permit and accommodate changes of grade or alignment and improvement in or additions to the operating facilities of Grantor for the conduct of its railroad business, or (b) such Modification being required of Grantor by a governmental entity, irrespective of whether such necessity or requirement is temporary or permanent. Work in connection with any Modification shall comply with and be subject to the terms and conditions of this Easement Agreement.

9.2 With respect to the cost and expense of requested Modification(s) for which a Grantee is responsible, Grantor agrees that such Grantee shall be given an opportunity to seek and propose alternative courses of action, that, subject to Grantor's approval, would eliminate the necessity of relocating Facilities of such Grantee. Such alternatives include, but are not limited to the acquisition of additional land at the Grantee's sole cost and expense, which could

accommodate the relocation or improvement of Grantor's railroad operating facilities. Such Grantee shall be fully responsible for the cost of such alternatives.

10.1 **Inductive Interference.** In the event the Facilities consist of electrical power or communication wires and appurtenances, the Grantee owning same shall promptly, upon verification that its Facilities are causing inductive interference, remedy such inductive interference growing out of or resulting from the presence, condition or use of the Facilities; and if such Grantee fails to do so immediately, then Grantor may do so, and such Grantee shall pay to Grantor on demand the full cost and expense thereof.

10.2 In the event the Facilities consist of an underground occupation, the Grantee owning same shall be responsible for any settlement caused to the land, tracks, facilities, and appurtenances of Grantor arising or resulting during the twelve month period subsequent to the completion of all Work. In addition to its covenants set forth in Section 6.2 hereof, such Grantee shall pay to Grantor on demand the full cost and expense of correcting such settlement.

11.1 **Construction Liens.** As further consideration for this Easement Agreement, a Grantee shall indemnify Grantor for, and defend (at the option of the indemnitee) and hold Grantor harmless from and against any liens, assessments, taxes, or charges of any kind made against Grantor or any of the property of either by reason of the presence, construction, maintenance, or use of any of the Facilities of such Grantee and shall pay Grantor, promptly upon bills rendered therefor, the full amount of any such liens, assessments, taxes, or charges rendered against Grantor or any of the property of either, including penalties, interest, late fees, and the costs to remove or bond any lien, assessment, tax, or charge from official records.

12.1 **Grantor's Retained Interest.** The rights herein granted to a Grantee are subject to the right of Grantor to make use of its property, or any part thereof and facilities for rail transportation and related purposes and for all other purposes unimpaired by Facilities of any Grantee and Work associated therewith. Grantor reserves the right to use such property, or any part thereof, for rail transportation and related purposes and for all other purposes which are not inconsistent with, and which do not interfere with or impair the rights granted by this Easement Agreement.

13.1 **Eminent Domain.** If a Grantee's right to exercise the easement rights herein granted shall be challenged through legal process by any third party on the grounds that the Grantor did not have sufficient interest to grant such rights, the Grantor consents and agrees, insofar as it may lawfully do so, to the acquisition by such Grantee of the disputed easement rights by the power of eminent domain, but in the event of the exercise of such power by such Grantee, such rights shall be subject to and exercised in accordance with the terms and provisions of this Easement Agreement.

13.2 **Proration.** In the event a Grantee is unable to acquire such rights by (or in lieu of) eminent domain, as a result of a successful legal challenge, then Grantor shall refund to such Grantee, and Grantee shall accept, as liquidated damages, that portion of the consideration paid under this Easement Agreement that is allocable by proration to the portion or portions of land under this Grant which such Grantee is unable to acquire. Each Grantee hereby irrevocably

waives any and all rights it may have to claim any other damages it may suffer by reason of a third party's challenge as set forth in Section 13.1 hereof

14.1 **Defined Terms.** The words "Grantor", "Grantee", "party" and "parties" used herein shall include the subsidiaries, affiliates, directors, officers, agents and employees of Grantor and Grantee, as the case may be.

15.1 **Assignment and Succession.** The terms and conditions of this Easement Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.1 **Costs of Recording.** A Grantee shall pay all costs and fees in conjunction with the filing or recording of this instrument in or with any public place or with any public agency or subdivision and shall provide Grantor a copy of the recorded Easement Agreement.

17.1 **Easement Perpetual; Fees; Amendment to Fee Agreement; Dispute Resolutions.** The easement herein granted to each Grantee shall be, subject to the terms and conditions set forth in this Easement Agreement, permanent and irrevocable as to any of the Facilities covered pursuant to and in accordance with this Easement Agreement. The initial term of this Easement Agreement shall commence on the Effective Date and expire on the tenth (10th) anniversary thereof ("**Initial Term**"). After the Initial Term, this Easement Agreement shall automatically renew for successive ten (10) year terms (each, a "**Renewal Term**"). The parties shall negotiate in good faith for a period not to exceed one hundred eighty (180) days following the expiration of the Initial Term or each Renewal Term ("**Negotiation Period**") to amend the Fee Agreement and terms of this Easement Agreement in order to make modifications based on the parties' then current-practices and procedures. During such Negotiation Period, Grantee shall continue to pay all charges and costs, and Grantor shall continue to process all applications affecting New Facilities and Existing Facilities in accordance with this Easement Agreement and the Fee Agreement until negotiations have concluded, at which time Grantee shall reimburse Grantor any difference in fees, retroactive to the expiration of the Initial Term or most recent Renewal Term. In the event the parties are unable to reach agreement within the Negotiation Period, the parties agree to submit any dispute regarding amendments to the Fee Agreement and terms and conditions of this Easement Agreement as set forth in this Section 17.1, to binding arbitration before an American Arbitration Association ("**AAA**") tribunal of three (3) arbitrators with real estate expertise and familiarity with the railroad and utility business. Each party shall select one (1) arbitrator, and those in turn shall select the third arbitrator. The arbitration shall be conducted in accordance with the AAA's Procedures. All costs shall be divided equally, with fifty percent (50%) of the costs borne by Grantor and 50% by Grantees. Notwithstanding anything to the contrary in this Section 17.1, (i) in no event shall the fees determined through arbitration ("**Arbitrated Fees**") be less than those in effect during the final year of the Initial Term or most recent Renewal Term, and (ii) Arbitrated Fees shall be subject to periodic increases in accordance with the Fee Agreement.

18.1 **FirstEnergy Guaranty.** This Easement Agreement is supported by a Parental Guaranty dated of even date herewith from FirstEnergy whereby FirstEnergy guarantees the performance and observance of the obligations of each Grantee that is or becomes a party to this

Easement Agreement for so long as such Grantee is a wholly-owned subsidiary of FirstEnergy or a Facility is owned by a Grantee and thereafter until FirstEnergy notifies Grantor that a Grantee is no longer a wholly-owned subsidiary of FirstEnergy or that a Facility is no longer owned by a Grantee that is a wholly-owned subsidiary of FirstEnergy; provided, however, such Grantee or the then owner of the Facility shall remain bound by the terms and conditions of this Easement Agreement and its rights hereunder shall not be impaired thereby. If Grantor or such Grantee or successor owner of a Facility, as the case may be, so requests by written notice to the other, Grantor and such Grantee or owner shall execute a separate Easement Agreement substantially in the form of this Easement Agreement; in such event, Grantor shall not require payment of additional fees or charges other than reasonable reimbursement of Grantor for its costs in causing a separate Easement Agreement to be prepared for signature by such parties.

19.1 **Notices.** Every notice, approval, consent, demand or other communication required or permitted under this Easement Agreement shall be deemed sufficiently given by one party when received by the other party after being sent postage prepaid by overnight courier or United States certified or registered mail, addressed as follows:

To Grantor:	Norfolk Southern Railway Company 600 West Peachtree Suite 1650 Atlanta, Georgia 30306 Attn: Director Contract Services	To a Grantee:	c/o FirstEnergy Service Company 76 South Main Street Akron, Ohio 44308 Attn: Director, Real Estate & Facilities
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Either party may change its address by notice given to the other.

20.1 **No Waiver.** The failure or delay on the part of either party to enforce or exercise at any time any of the provisions, rights or remedies in this Easement Agreement shall in no way be construed to be a waiver thereof, nor in any way to affect the validity of this Easement Agreement or any part hereof, or the right of the party to thereafter enforce each and every such provision, right or remedy. No waiver of any breach or violation of this Easement Agreement shall be held to be a waiver of any other subsequent breach or violation.

21.1 **Governing Laws.** This Easement Agreement shall be construed, governed and enforced in accordance with the laws of the applicable state where each Agreement listed on Appendix "A", or made part of this Easement Agreement by an Addendum to Grant of Easement, may be located.

22.1 **Survival.** Any and all obligations, liabilities or covenants which arose, may have arisen or were incurred by either party with respect to the Facilities prior to the execution of this Easement Agreement shall survive to the same extent as if they arose under this Easement Agreement.

23.1 **Grantor Assignment.** Grantor expressly reserves its rights to assign all or any part of its rights and duties hereunder to one or more third parties, including a qualified intermediary as defined by Treasury Regulation Section 1.1031(k)-1(g)(4).

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Easement Agreement to be fully executed the day and year first above written.

Signed and acknowledged in the presence of:

Norfolk Southern Railway Company

Ann S. Powell

By: Louis S. Cataland
Louis S. Cataland
Real Estate Manager

Printed Name: Ann S. Powell

Katherine Allen

Printed Name: Katherine Allen

Witnesses as to
Norfolk Southern Railway Company

and by [Signature]
Assistant Corporate Secretary

State of Georgia :

ss

County of Fulton :

On this 20th day of December, 2002, Louis S. Cataland and Mary Ann Mullally personally appeared before me, the undersigned, a notary public, who acknowledged that they are the Real Estate Manager and Assistant Corporate Secretary of **Norfolk Southern Railway Company**, and that they executed the foregoing and affixed the corporate seal thereto on behalf of the said corporation for the purposes therein contained.

(Seal)

Suzanne L. Condon
Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires April 25, 2006

Documents Reviewed by Auditor's Transfer Office
"Transfer Not Necessary"

[Signature]
Deputy Auditor

May 23, 2003
Date

Signed and acknowledged in the presence of:

Grantees

Kimberly J. Horton
Kimberly J. Horton

By: **FirstEnergy Service Company,**
as agent

Frank Carson
Frank Carson
Witnesses as to
FirstEnergy Service Company

By: Earl T. Carey
Earl T. Carey, Senior Vice President
and by: Nancy C. Ashcom
Nancy C. Ashcom
Corporate Secretary

State of Ohio :
County of Summit : ss

On this 20th day of December, 2002, Earl T. Carey and Nancy C. Ashcom personally appeared before me, the undersigned, a notary public, who acknowledged that they are Senior Vice President and Corporate Secretary, respectively, of FirstEnergy Service Company, and that they executed the foregoing on behalf of each Grantee for the purposes therein contained.

Kimberly J. Horton
Notary Public

KIMBERLY J. HORTON, Notary Public
Residence Summit County
State Wide Jurisdiction, Ohio
My Commission Expires July 19, 2003

APPENDIX 'A'
(Stark County)

File No.	Agmt. No.	Agmt. Date	Voltage Type	Company	County	Location
R-3060	71070-12	5/23/1988	span.guy,stub.pole,dn.guy,anchor	OE	Stark	South of US Route 30, City of Massillon
R-78	L27419	2/1/1954	138 kV	OE	Stark	1.4 miles west of Richville
R-665	L28400	5/13/1955	69 kV	OE	Stark	S.S. 2549+82 near Hartville

 200305230048925 05/28/2003
Stark County Recorder
Rick Campbell
Stark County Recorder T20030029412

APPENDIX B

ADDENDUM TO GRANT OF EASEMENT

THIS ADDENDUM TO GRANT OF EASEMENT is made this ____ day of _____ 2002 between NORFOLK SOUTHERN RAILWAY COMPANY, a Virginia Corporation, (hereinafter referred to as "**Grantor**") and _____, (hereinafter referred to as "**Grantee**").

WHEREAS, Grantor, and one or more wholly-owned subsidiaries of FirstEnergy Corp. ("**FirstEnergy**") by their agent, FirstEnergy Service Company, entered into a Grant of Easement effective as of the 20th day of December, 2002 (the "**Easement Agreement**"), a counterpart of which is recorded in Deed/Record Book _____ at Page _____ in the County of _____ and State of _____; and

WHEREAS, Grantee is a wholly-owned subsidiary of FirstEnergy; and

WHEREAS, the parties hereto desire to addend the Easement Agreement by including certain Facilities, as follows: _____ crossing over, across, or under the land and tracks of Grantor at Mile Post _____ (Valuation Station _____) at a point _____ in the _____ of _____ in the County of _____, and State of _____ in accordance with and as shown on Plan Number _____ dated _____, attached hereto and made a part hereof.

WHEREAS, this Addendum relates to a crossing of the land and tracks of Grantor.

NOW, THEREFORE, Grantor, for and in consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of Grantee keeping and performing the covenants and conditions of the Easement Agreement does hereby grant unto Grantee, its successors and assigns, to the extent the title of Grantor, as the case may be, so permits, an easement for the Facilities and for the right to construct, maintain, repair, alter renew, replace, relocate, use and remove such Facilities, which shall be governed by and subject to all the terms of the Easement Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this ADDENDUM to be fully executed the day and year first above written.

Signed and acknowledged in the presence of:

Norfolk Southern Railway Company

Printed Name: _____

By: _____
Real Estate Manager

Printed Name: _____
Witnesses as to

and by _____
Assistant Corporate Secretary

Norfolk Southern Railway Company

Signed and acknowledged in the presence of:

Grantee:

Printed Name: _____

By: **FirstEnergy Service Company**

Printed Name: _____
Witnesses as to
FirstEnergy Service Company

By: _____
E. T. Carey
Senior Vice President

and by _____
Nancy Ashcom
Corporate Secretary

ACKNOWLEDGMENTS

State of Georgia :
County of Fulton : ss

On this _____ day of _____, 2003,
and _____ personally
appeared before me, the undersigned, a notary public, who acknowledged that they are the Real
Estate Manager and Assistant Corporate Secretary of Norfolk Southern Railway Company, and
that they executed the foregoing and affixed the corporate seal thereto on behalf of the said
corporation for the purposes therein contained.

(Seal)

Notary Public

Instr: 200305280048925 05/28/2003
P: 16 of 16 F: \$70.00 8:28AM EASE
Rick Campbell
Stark County Recorder T20030029412

State of Ohio :
County Summit : ss

On this _____ day of _____ 2003, personally appeared before me, the undersigned, a notary public, who acknowledged that E. T. Carey is the Senior Vice President and Nancy Ashcom is the Corporate Secretary of FirstEnergy Service Company, and that they executed the foregoing on behalf of the said corporation for the purposes therein contained.

Notary Public

Final Norfolk Southern Grant of Easement 12-20-02.DOC

STATE OF GEORGIA

County of Fulton

)
) SS
)

AFFIDAVIT

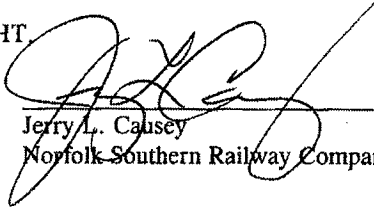
Instr: 200508100052848 08/10/2005
P: 1 of 3 F: \$36.00
Rick Campbell 11:35AM FDU
Stark County Recorder T20050037496

Jerry L. Causey, being first duly sworn deposes and says that:

1. I am employed by Norfolk Southern Railway Company and have knowledge of the facts set forth herein.
2. This affidavit relates to all real property described in a deed from Consolidated Rail Corporation to Pennsylvania Lines LLC filed for record April 27, 2000, and recorded as Instrument Number 2000023986 in the Stark County Recorder's Office, an excerpt of which deed is attached hereto and incorporated herein as Exhibit A.
3. Pennsylvania Lines LLC was a Delaware Limited Liability Company.
4. On August 27, 2004, Pennsylvania Lines LLC merged into PRR Newco, Inc., a Virginia Corporation.
5. On August 27, 2004, PRR Newco, Inc. merged into Norfolk Southern Railway Company, a Virginia Corporation, which is now the owner of the real property described in the deed referred to in paragraph #2 above.

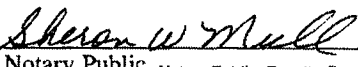
Executed at Atlanta, Georgia, this 9th day of August, 2005

FURTHER AFFIANT SAYETH NAUGHT.


Jerry L. Causey
Norfolk Southern Railway Company

Subscribed and sworn to before me, a Notary Public, this 9th day of August, 2005

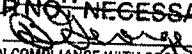
KIM R. PEREZ
Stark County Auditor

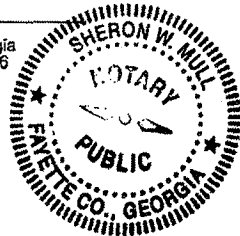

Notary Public Notary Public, Fayette County, Georgia
My Commission Expires May 2, 2006

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FEE 60.00

AUG 10 2005

31st TRANSFERRED
TRANSEER NO. NECESSARY
DEPUTY 
IN COMPLIANCE WITH ORC 319.202



2005011722

Lease - # 201011600045785 (11/16/10)

↳ Pochates Land Corp.
(Wayne
Sullivan)

<u>201012270052610</u>	(CONSOLIDATION OF LEASE)	12/27/2010
<u>201101030000217</u>	(LEASE ASSIGNMENT)	01/03/2011
<u>201104120014068</u>	(MISCELLANEOUS)	04/12/2011
<u>201111220047153</u>	(MISCELLANEOUS)	11/22/2011
<u>201112090050603</u>	(MISCELLANEOUS)	12/09/2011
<u>201309050044205</u>	(MISCELLANEOUS)	09/05/2013
<u>201310170051301</u>	(MISCELLANEOUS)	10/17/2013
<u>201412190048196</u>	(LEASE ASSIGNMENT)	12/19/2014
<u>201505280019923</u>	(LEASE ASSIGNMENT)	05/28/2015
<u>201604270015772</u>	(MISCELLANEOUS)	04/27/2016
<u>201604270015770</u>	(MISCELLANEOUS)	04/27/2016

2

* also see Lease agreement
201001270028109 (Rec. 07/27/10)

THIS LEASE, made as of October 27, 2010, by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, by its Agent, **POCAHONTAS LAND CORPORATION**, a Virginia corporation, (hereinafter referred to as "Company"), and **M & M ROYALTY, LTD**, a limited liability company of Ohio (hereinafter referred to as "Operator");

W I T N E S S E T H:

WHEREAS:

1. Operator is the owner of certain oil and gas leases on lands in Stark County, Ohio, which lands covered by said leases are traversed by the railroad of Company, and Company is the owner of lands used as a right of way for said railroad, traversing or adjoining said oil and gas leases; and

2. In anticipation of the development of said leases, Operator desires to protect itself against the possibility of Company drilling on or leasing the lands of Company traversing said leases to other parties for the purpose of similar oil or gas development; and inasmuch as Company does not desire that oil or gas wells be drilled on the lands of Company, it is willing, insofar as it may legally do so, to cooperate with Operator in securing to the latter the protection aforesaid.

NOW, THEREFORE, the parties hereto agree as follows:

I

Company, in consideration of the premises and of the payments to be made to it by Operator, as hereinafter provided, agrees that during the term of this agreement Company will not drill for oil or gas, and will not issue to any person, persons or corporation for the purpose of drilling for oil or gas, or grant to others any oil and gas rights, in or upon any portion or portions, of the lands of Company (hereinafter referred to as "Railroad Lands") situate in the City of Massillon, Stark County, Ohio, described as follows:

A strip of land containing 5.38 acres, more or less, underlying part of the right-of-way for the Pittsburgh Division of Norfolk Southern Railway Company, situated at Massillon, in Stark County, Ohio, on the waters of Tuscarawas River, and being more fully shown in yellow with red border on map attached hereto and made a part hereof and marked in the lower right-hand corner thereof: "Pocahontas Land Corporation, Bluefield, West Virginia, No. 1051-D, Sept.10, 2010, GBM."

Said 5.38 acres are part of the right-of-way for the Pittsburgh Division of Norfolk Southern Railway Company, as shown on Valuation Map No. V1, Sheet No. 61 (Ohio), defined generally as being that part of right-of-way lying between about Station 5769+75 P.O.S.C. of centerline of said right-of-way and about Station 5780+62 P.O.S.C. of said centerline, approximately 1,087 feet in length, and being various widths.

SUBJECT, However, to rights of:

- (a) State of Ohio and the public for public roads as located and in use;
- (b) Others in any and all transmission lines, pipelines, rights-of-way, structures, easements and restrictions as may or may not appear on record; and

The public, United States of America, State of Ohio, riparian owners and others, if any, in and to the beds and streams of any and all waterways, tributaries and other drainage systems which may be included within the boundaries of aforesaid 5.38 acres, more or less.

PROVIDED, However, that nothing herein contained shall be construed to prevent Company from leasing or licensing the surface of any part or parts of said Railroad Lands hereinbefore described for any purpose other than for oil and gas development, nor shall anything

herein contained be construed to prevent Company from licensing or permitting the laying of pipelines (whether for the transmission of oil or gas or otherwise) along or beneath the surface of said Railroad Lands so long as said pipelines are not part of a drilling or development inconsistent with the provisions of Article I.

II

Operator represents that it is the owner of all oil and gas leases adjacent to and abutting both sides of Company's right of way or land for the entire length of the above described portion of right-of-way or land. Operator also agrees to hold Company harmless from any claims that may arise out of disputes with third parties involving Operator's ownership of the said oil and gas leases in question, and Operator agrees to defend, at the sole cost and expense of Operator, any actions brought in a court of law or equity against Company with respect to such disputes with third parties involving Operator's ownership of said oil and gas leases.

III

Subject to the conditions hereinafter set forth, this agreement shall continue in force for a primary term of one (1) year from the date hereof, and thereafter so long as oil or gas is produced by Operator, or its assigns, from lease or leases adjoining or adjacent to, traversed by, or unitized with, the hereinbefore described Railroad Lands or so long as said premises are operated for oil or gas.

IV

Operator agrees that no drilling or mining operations of any kind shall be done or performed on, nor shall any machinery, equipment, pipelines, tanks, structures or facilities be placed upon said Railroad Lands or closer than one hundred (100) feet to the center line of the main tract of

Company nor shall the surface of said Railroad Lands be used in any manner in connection with oil and gas operations, except with the written consent of Company signed by a duly authorized officer; it being agreed that for such purposes the boundaries of said Railroad Lands shall at all times be subject to definition by Company. All oil and gas produced from leases adjoining said Railroad Lands shall be kept within pipes or closed tanks to lessen the possibility of fire and shall not be impounded within three hundred (300) feet of said premises of Company except with the written consent of Company. All oil and gas operations on adjoining leases owned or under control of Operator shall be conducted and carried on in such manner and at such times as shall not cause any interference with the use by Company of its premises or interfere with or cause delay to its railroad operations. Operator agrees to require all persons operating for oil and gas on premises adjoining the Railroad Lands under leases owned or controlled by Operator to comply with the provisions of this Article IV.

V

In the event that any paying well is brought in upon lands adjoining the said Railroad Lands and within six hundred sixty (660) feet of any boundary thereof or is draining the Railroad Lands, Operator shall immediately (in the event he has not already done so) form a drilling unit containing all of the Railroad Lands, or such part thereof as may be agreed to by Company, and begin actual drilling operations upon an offset well thereon, but off the Railroad Lands, to protect the Railroad Lands and to prevent drainage, as quickly as possible and by continuing such drilling through the stratigraphic horizon from which the oil or gas on adjacent land is producing. Such offset well shall be drilled at such location, off the Railroad Lands, and in such manner as would a reasonably prudent Operator locate and drill a well under the same or similar circumstances, and

Operator shall be obliged to drill such additional wells as a prudent Operator would be required to drill in order to protect the Railroad Lands from drainage by wells wherever located, which are drilled on adjoining lands not covered by this lease.

VI

Operator hereby accepts the privileges hereby granted with full cognizance of the risk of loss of life, personal injury or property loss or damage which may result from the drilling or operations conducted for oil or gas exploration or production on said land adjoining or adjacent to the Railroad Lands, and agrees that neither Company nor any other corporation controlling, controlled by or under common control with Company shall have any responsibility in connection therewith but that Operator will exercise said privilege at the sole risk of Operator and will indemnify and save harmless Company or any other corporation controlling, controlled by or under common control with Company, from and against all such loss, injury or damage, whether resulting from the negligence of Company or any other corporation controlling, controlled by or under common control with Company, or otherwise.

VII

Operator agrees to pay to Company, immediately upon execution of this agreement, the sum of Five Thousand Four Hundred Dollars (\$5,400.00) representing the bonus consideration and an annual rental of Two Hundred Fifty Dollars (\$250.00) per acre for this lease. Said annual rental shall be adjusted beginning on the next ensuing lease year anniversary, and each lease year anniversary thereafter, based upon changes which occur in the Consumer Price Index (CPI), All Urban Consumers, All Items (U.S. City Average), as compiled and published by the Bureau of Labor Statistics, United States Department of Labor.

VIII

Royalty payments on account of oil or gas produced shall be made in accordance with the following terms and conditions:

For royalty paying purposes, the Railroad Lands hereinbefore described will be unitized with adjoining leases traversed by or abutting upon said Railroad Lands in units of approximately forty (40) acres, or otherwise as required by laws or regulations of proper governmental authorities, and Operator shall pay to Company such proportion of three-sixteenths (3/16) royalty on account of oil or gas produced from its leases as the acreage of Railroad Lands of Company within the development unit bears to the total acreage therein. Operator shall not make any deductions from the royalty payable to Company on the Railroad Lands.

IX

In the event oil or gas shall be produced under said leases, or lands pooled therewith, Operator will furnish to Company on or before the twentieth (20th) day of each month thereafter, a statement showing the amount of oil or gas produced during each preceding month and at the same time shall pay royalty payments in respect thereof (if any such payments are due under the provisions of Article VIII hereof) to be payable to Pocahontas Land Corporation, Agent for Norfolk Southern Railway Company, Attention: Treasurer, P. O. Box 1517, Bluefield, WV 24701.

Company agrees to and does hereby permit Operator to unitize the acreage contained in the Railroad Lands hereinbefore described with other acreage in adjoining leased areas, in order to form units of approximately forty (40) acres each, or otherwise as required by laws or regulations of proper governmental authorities. Within thirty (30) days after completion of a well, Operator will provide to Company a completion report and a map showing the exact location of the well drilled by

Operator. Neither party hereto makes any warranty of title with respect to the premises hereinbefore described or any leasehold interest therein. If Company owns less than the full interest in the oil and gas beneath the surface of the Railroad Lands hereinbefore described, then the royalties provided for in Article VIII hereof shall be paid to Company only in such proportion as the interest of Company bears to the full interest in the oil and gas produced therefrom on the unitized basis aforesaid.

X

Operator will pay interest to Company on any amounts due and not paid by the twenty-fifth (25th) day of the calendar month at the rate of one and one-half percent (1 1/2%) per month from the date said amounts are due.

XI

Operator shall keep books of account, to ascertain: (i) the quantity of oil or gas produced; (ii) the quantity of oil or gas used or consumed in production or processing; (iii) the quantity of oil or gas transported; and (iv) the selling prices obtained for all oil or gas produced hereunder. Said books shall be open at all reasonable times for inspection by Company or its agents for the purpose of comparing and verifying the reports rendered by Operator under Article IX hereof or for obtaining information as to the quantity of oil or gas produced, the quantity of oil or gas consumed in production, the quantity of oil or gas transported and the selling prices obtained.

Upon request, supporting documentation pertaining to said books of account, such as oil and gas sales contracts, purchase contracts, invoices, operator work papers and any other supporting documentation considered necessary to Company's inspection hereunder shall be made available to Company for review, copying and reproduction, if considered necessary, in order to document and confirm the information contained in the books of account described in the preceding

paragraph. The contents of such documentation shall be treated as confidential information by Company and shall not be disclosed to any person or entity not a party to this lease, except as provided by relevant state or federal laws.

XII

Operator shall not mortgage, assign, convey, sublease, or set over any of its estate, interest or rights hereunder or any part thereof, except with the written consent of Company and the written assumption by the transferee of all the obligations of Operator in form satisfactory to Company, with the clear understanding that such written consent may be subject to renegotiation of the royalty rates, an assignment fee, or other provisions hereinabove set forth.

XIII

In the event Operator shall fail in any manner to perform the covenants contained in this lease, then in such event Company may, at its option, serve upon Operator by certified mail, providing for receipt, a notice of default setting forth the terms in this lease that Operator has failed to perform. Upon Operator's receipt of the aforesaid notice, Operator shall have twenty (20) days to cure said default(s) set forth in the notice. If Operator fails to cure the defaults within that time, then Company may immediately terminate this lease by serving a Notice of Termination to Operator.

XIV

Whenever under the terms hereof written notice is required to be given, such requirement shall be complied with by the sending of notice by certified mail, providing for receipt, addressed to the parties entitled to receive the same as follows:

To Company, addressed to Pocahontas Land Corporation, Agent for Norfolk Southern Railway Company, P. O. Box 1517, Bluefield, West Virginia 24701; and

To Operator, addressed to M & M Royalty, Ltd., 5377 Lauby Road, N.W., North Canton, Ohio 44720, unless otherwise directed in writing by Operator.

XV

This agreement shall be and constitutes a covenant running with the land affected thereby and shall be binding upon the parties hereto and their respective successors and assigns.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of
the day and year first above written.

Executed in two (2) counterparts.

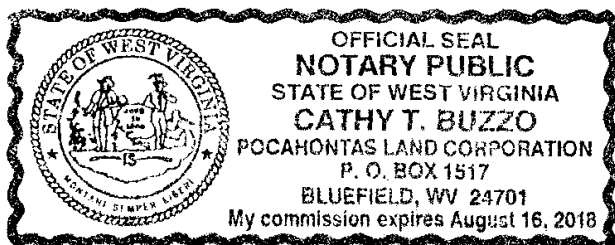
NORFOLK SOUTHERN RAILWAY COMPANY
By Pocahontas Land Corporation, its Agent
By


John W. Payne
Vice President

STATE OF WEST VIRGINIA)
) To-wit:
COUNTY OF MERCER)

I, Cathy J Buzzo, a Notary Public of said County, do
certify that John W. Payne, Vice President, who signed the writing above, dated as of October 27,
2010, for Pocahontas Land Corporation, Agent for said Norfolk Southern Railway Company, has this
day in my said County, before me, acknowledged the said writing to be the act and deed of said
Corporation.

Given under my hand and official seal this 9th day of November, 20 10.



Cathy J Buzzo
Notary Public

My commission expires: August 16, 2018.

M & M ROYALTY, LTD.
By

Matt Egnatovich

Its Member

STATE OF Ohio)
) To-wit:
COUNTY OF Summit)

I, HEIDI L. ENGLE, a Notary Public of said County, do
certify that Matt Egnatovich, its MEMBER, who signed the writing
above, dated as of October 27, 2010, for said M & M Royalty, Ltd., has this day in my said County,
before me, acknowledged the said writing to be the act and deed of said limited liability company.

Given under my hand and official seal this 5th day of November, 2010.



Heidi L. Engle
Notary Public, State of Ohio
My Commission Expires 5-19-2013

Heidi L. Engle
Notary Public

My commission expires: _____.

This instrument was prepared by Stephen M. Hopta, Attorney at Law, Bluefield, West
Virginia 24701.

Lease\M&M Royalty-NSRC

Appendix A

CONSUMER PRICE INDEX ADJUSTMENT

Consumer Price Index (CPI) Escalator:

Said Annual Rental Payment shall be adjusted commencing on the first anniversary date after the expiration of the primary term and each lease year anniversary thereafter, based upon changes which occur in the Consumer Price Index (CPI), All Urban Consumers, All Items (U.S. City Average), as compiled and published by the Bureau of Labor Statistics, United States Department of Labor, the standard reference base period for which is 1982-84 = 100. Said Annual Index for _____ (previous year) shall be taken as the base factor for the purpose of computing thereafter adjustments to such payments. Adjustments shall be calculated and effective each lease year anniversary by dividing the new Prior Year Annual Index (numerator) by the Annual Index base factor (denominator) and by multiplying the resulting figure by the original annual rental payment amount and rounding the result to the nearest whole dollar.

Example:

Lease date: _____

Annual rental payment: \$ _____

Base year factor for _____ (year prior to lease year) (denominator): _____

First lease anniversary date: _____

Prior Year Annual Index for 20__ (numerator): _____

Computation of new lease rental for _____ through _____:

Annual rental payment would be \$ _____

ORIGINAL

NON-DRILLING OIL & GAS AGREEMENT
No. 082668

Between the

WHEELING & LAKE ERIE RAILWAY COMPANY

AND

M&M ROYALTY, LTD.

Located in the
City of Massillon
County of Stark
State of Ohio

V-8B/17A



HEADINGS

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Non-Drilling Oil & Gas Agreement
No. 082668
M&M Royalty, LTD
Massillon, Ohio

NON-DRILLING OIL & GAS AGREEMENT
No. 082668

KNOW ALL MEN BY THESE PRESENTS: That **M&M ROYALTY, LTD.**, having an address of 5377 Lauby Road, N.W., Suite #202, North Canton, Ohio 44720, (hereinafter referred to as "**OPERATOR**"), party of the first part, is the owner of certain oil and gas leases on land in the City of Massillon, County of Stark, State of Ohio, which lands covered by said leases are traversed by the railroad of the **WHEELING & LAKE ERIE RAILWAY COMPANY**, a Delaware Corporation, (hereinafter referred to as "**W&LE**"), party of the second part, now in operation, and the W&LE is the owner of right-of-way for said railroad, traversing or adjoining said oil and gas leases, which right-of-way area of the W&LE is not at this time subject to any oil and gas lease or agreement heretofore executed by the W&LE; and

WHEREAS, in anticipation of the development of said leases, **OPERATOR** desires to protect itself against the possibility of the W&LE drilling on or leasing the right-of-way area of the W&LE, traversing said leases to other parties for the purpose of similar oil or gas development; and inasmuch as the W&LE does not desire that oil or gas wells be drilled on the right-of-way area of the W&LE, it is willing, insofar as it may legally do so, to cooperate with **OPERATOR** is securing to the latter the protection aforesaid;

NOW THEREFORE, the parties hereto agree as follows:

1. PREMISES:

The W&LE in consideration of the premises, and of the various payments to be made to it by **OPERATOR**, as hereinafter provided, agrees that during the term of this agreement the W&LE will not drill for oil or gas and will not lease to any person, persons, or corporation for the purpose of drilling for oil or gas, or grant to others any oil and gas rights, in or upon any portion or portions of the right-of-way of the W&LE (hereinafter referred to as the "Premises"), described as follows:

That portion of the W&LE's abandoned right-of-way of the former Massillon Belt being Parcels No. 1 and No. 2 located between First Street and South Erie Street and being Parcel No. 3 located East of South Erie Street, in the City of Massillon, County of Stark and the State of Ohio and shown in green on Valuation Map V-8B/17A along with the Plat Plan by Hammontree & Associates, LTD, dated March 16, 2010, attached hereto and made a part hereof.

PROVIDED; however, that nothing herein contained shall be construed to prevent the W&LE from leasing or licensing the surface of any part or parts of the Premises hereinbefore described for any purpose other than oil and gas development, or shall anything herein contained be construed to prevent the W&LE from licensing or permitting the laying of pipelines (whether for the transmission of oil or gas or otherwise) along or beneath the surface of the Premises so long as said pipelines are not part of a drilling or development inconsistent with the provisions of Article I.

2. EFFECTIVE DATE:

Subject to the conditions hereinafter set forth, this agreement shall continue in force for a primary term of One (1) Year from the first day of July 1, 2010 and ending June 30, 2011, if at the time of expiration of said primary term, **OPERATOR** be producing oil or gas or be operating for oil or gas under the terms of said lease or leases adjoining or adjacent to, traversed by, or utilized with, the Premises, thereafter for so long as said adjoining, adjacent, traversed or utilized premises are operated for oil or gas.

3. **BASE RATE:**

OPERATOR shall immediately upon execution of this agreement, pay to the W&LE, in advance, the sum of One Thousand and No/100 (\$1,500.00) Dollars. The W&LE shall waive payment of any annual rentals for any acreage held under this lease following the payment of the original amount.

4. **CLEARANCES FROM TRACKS:**

OPERATOR agrees that no drilling or mining from operations of any kind shall be done or performed on, nor shall any machinery, equipment, pipelines, tanks, structures, or facilities be placed upon the Premises or closer than Eighty (80') Feet from the center line of any track of the W&LE nor shall the surface of the Premises be used in any manner; it being agreed that for such purposes the boundaries of the Premises shall at all times be subject to definition by the W&LE. All oil produced from leases adjoining the Premises shall be kept within pipes or closed tanks to lessen the possibility of fire and shall not be impounded within One Hundred (100') Feet of the Premises and right of way of the W&LE **EXCEPT** with the written consent of the W&LE. All oil and gas operations on adjoining leases owned or under control of OPERATOR shall be conducted and carried on in such manner and at such times as shall not cause any interference with the use of the W&LE of its Premises and right of way or interfere with or cause to its railroad operations. OPERATOR agrees to require all personnel operating for oil and gas on premises adjoining the Premises under leases owned and controlled by OPERATOR to comply with the provisions of Article III.

5. **DRILLING UNIT:**

In the event that any paying well is brought in upon the Premises and within 500 feet of any boundary thereof or is draining the Premises, OPERATOR shall immediately (in the event it has not already done so) form a drilling unit containing all of the Premises, or such part thereof as may be agreed to the W&LE and begin actual drilling operations upon an offset well thereon, but off the premises to protect the Premises and to prevent drainage, as quickly as possible and by continuing such drilling through the stratigraphic horizon from which the oil on adjacent land is producing. Such offset well shall be drilled at such location, off the Premises, and in such a manner as would a reasonably prudent operator locate and drill a well under the same or similar circumstances, and OPERATOR shall be obligated to drill such additional well as prudent operator would be required to drill in order to protect the Premises from drainage by wells located, which are drilled on adjoining land not covered by this agreement.

6. **ROYALTY PAYMENTS:**

Royalty Payments on account of oil or gas produced shall be made in accordance with the following terms and conditions: For royalty paying purposes, the Premises hereinbefore described shall be unitized with adjoining leases in the vicinity of or abutting the Premises in units of approximately 40 acres, or otherwise as required by laws or regulations or proper governmental authorities, and OPERATOR shall pay the W&LE such proportion 15% royalty on account of oil or gas run from its leases as the acreage of the Premises or the W&LE within the several respective units bears to the total acreage of said perspective units.

7. **STATEMENTS OF PRODUCTION:**

In the event oil or gas shall be produced under said leases, OPERATOR will furnish to the W&LE, within 15 days following the end of each and every calendar month, a statement showing the amount of oil or gas produced during each preceding period, and at the same time shall make royalty payments in respect thereof, (if any such payments are due under the provisions of Article VI hereof), to the W&LE at the office or at such other place as the W&LE may from time to time designate. OPERATOR will keep accurate itemized accounts of its operations hereunder and will permit the W&LE

duly accredited representative to examine said accounts at any and all times from time to time during the continuance of this agreement.

8. **OPERATOR TO SUPPLY TO W&LE:**

OPERATOR will supply to the W&LE copies of appropriate Plugging Affidavits and Cement Tickets, for any and all wells drilled, in connection with this agreement.

9. **UNITIZING:**

The W&LE agrees to and does hereby permit OPERATOR to unitize the acreage contained in the Premises hereinbefore described with other acreage in adjoining leased areas, in order to form units of approximately 40 acres each, or otherwise as required by laws or regulations of proper governmental authorities. Neither party hereto makes any warranty of title with respect to the premises hereinbefore described.

10. **INDEMNIFICATION:**

OPERATOR agrees to assume and indemnify the W&LE against any liability for loss or damage to property or injury to or death of any person or persons, arising from, or growing out of or in any manner relating to the operations or OPERATOR on the aforesaid adjoining, adjacent, traversed or utilized premises or the exercise or any of the rights and privileges herein granted to OPERATOR, whether caused or contributed to by the sole negligence of the W&LE, or any corporation controlling, controlled by or under common control either the W&LE, its or their agents or employees or otherwise.

11. **DEFAULT:**

In the event OPERATOR shall fail in any manner to perform its covenants in this agreement contained, then and in such event the W&LE may, at its option, notwithstanding anything in this contract to the contrary, declare this Agreement and all of the rights of OPERATOR hereunder terminated by serving upon OPERATOR Ten (10) days' written notice of election so to do, and upon the expiration of the time limited by such notice this Agreement and all rights of OPERATOR hereunder shall be terminated and ended, except obligations accruing or accrued prior to such termination.

12. **ASSIGNMENT & SUBLETTING:**

OPERATOR shall not assign, hypothecate, or transfer any portion of OPERATOR's interest in this agreement or the Premises, in whole or in part, or sublet or license the Premises, or any part thereof, without prior consent of the W&LE, and any attempt to do so shall render same null and void. OPERATOR shall not permit any security interest in any third party to attach to the Premises, any part thereof, or any improvements or any personal property now or hereafter placed or kept thereon, without prior consent of the W&LE and any attempt to do so shall render same null and void.

13. **CONDEMNATION:**

If the Premises shall be acquired or condemned from the W&LE by eminent domain for any public or quasi-public use or purpose, then in that event the term of this Agreement shall cease from the date of title vesting in such proceeding and OPERATOR shall have no claim for the value or any unexpired term of this Agreement.

14. **ENFORCEMENT BY W&LE:**

Any failure on the part of the W&LE to compel a fulfillment of any covenants, terms or conditions herein shall not be held to be a waiver of its rights to enforce the same at any time during the continuance of this agreement.

15. **SUCCESSORS:**

This agreement shall be and constitutes a covenant running with the premises affected thereby and shall be binding upon the parties hereto and their respective heir, successors and assigns.

16. **OPERATOR DEFINED:**

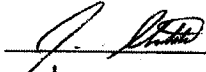
The OPERATOR as used herein shall be construed to include the plural as well as the singular; and the necessary grammatical changes required to make the provisions thereof apply to either corporations or individuals, masculine or feminine, shall in all cases be assumed as though herein fully expressed.

17. **MARGINAL NOTES:**

Marginal notes used herein are placed for reading convenience and shall not have any other meaning, implication or purpose, legal or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, as of this 1st day of July, 2010.

WITNESSES

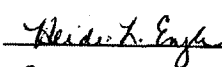

Sheryl Duvont

WHEELING & LAKE ERIE RAILWAY
COMPANY

By: 
Chairman & CEO
Larry R. Parsons
Date: July 1, 2010

M&M ROYALTY, LTD.

WITNESSES


Heidi L. Engle
Pamela K. Allen

By: 
Matt Egnotovich
Date: 6/28/10

STATE OF OHIO)
) : SS
COUNTY OF STARK)

I, Sheryl L Durant a Notary Public in and for said County and State do hereby certify that Larry R. Parsons personally known to me to be the Chairman & CEO of the Wheeling & Lake Erie Railway Company, and personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that as such Chairman & CEO, he signed and delivered the said instrument as Chairman & CEO of said Company, pursuant to authority given by the Board of Directors of said Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1st day of July 2010 A.D.

Sheryl L Durant
Notary Public

My Commission Expires: SHERYLL DURANT
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 08-30-14

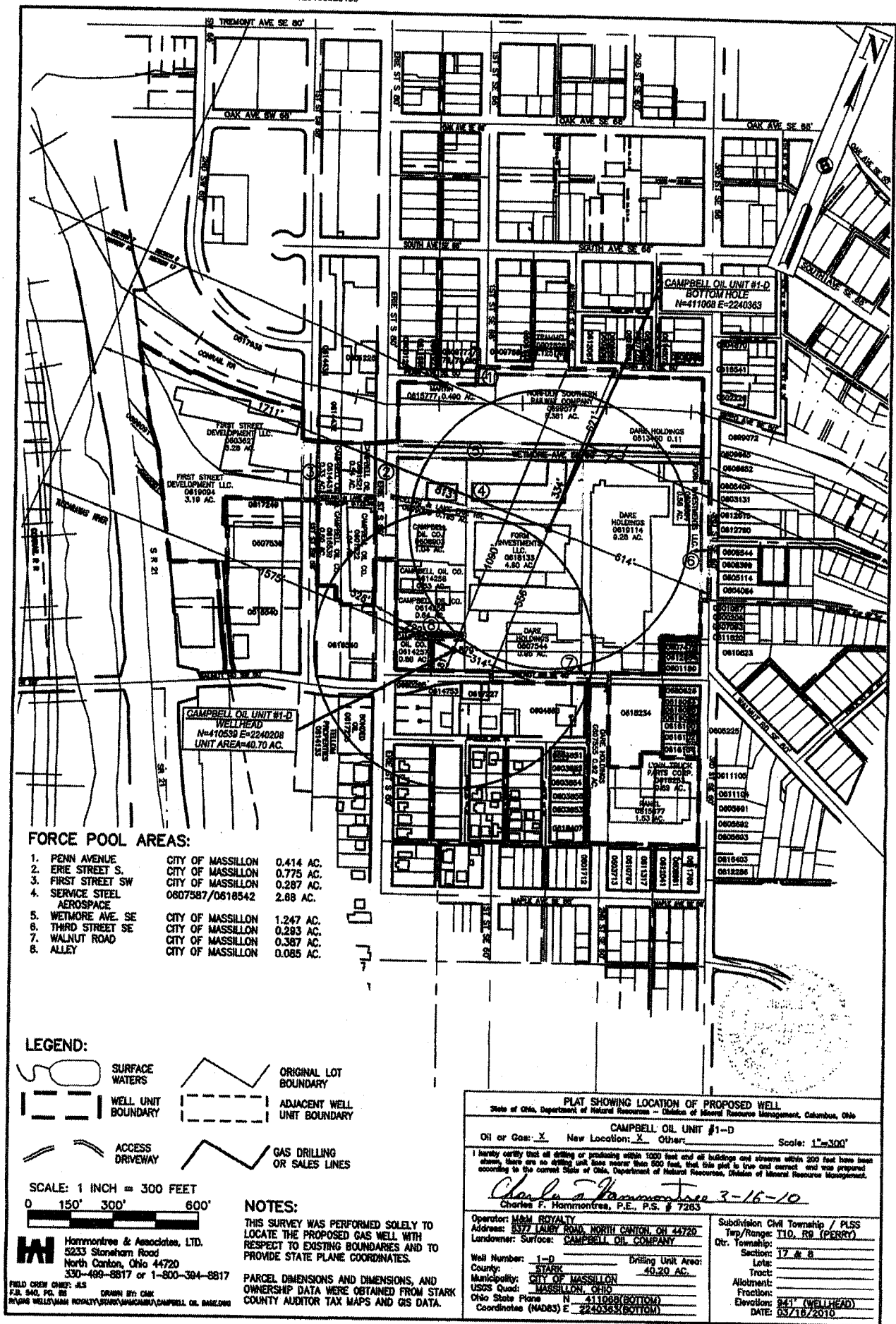
STATE OF OHIO)
) : SS
COUNTY OF STARK)

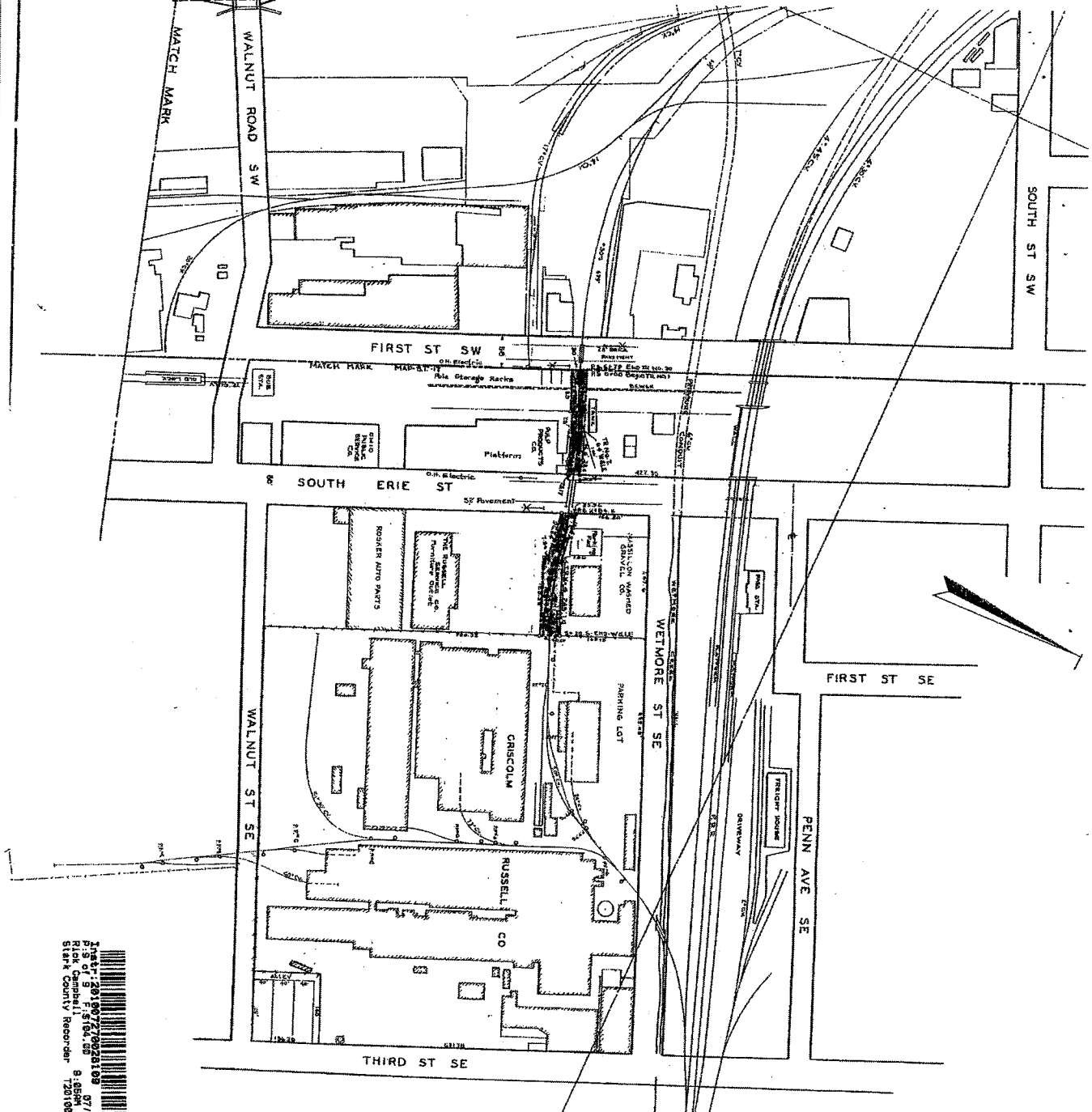
I, HEIDI L. ENGLE a Notary Public in and for said County and State, do hereby certify that Matt Egnatovich, personally known to me to be the Member, a Corporation, and personally known to me to be the same person whose name is/are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that as such Member he/she delivered the said Instrument as act of said Corporation, being thereunto duly authorized, as his/her/their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28th day of June 2010 A.D.

Heidi L. Engle
Notary Public

My Commission Expires: HEIDI L. ENGLE
Notary Public, State of Ohio
My Commission Expires 05-19-2013





INDEX 20100720028109 07/27/2010
 P: 9 of 9 F: 5104.00 8:25:47 AM
 Risk, Campbell 120100023159
 Stark County Recorder

RIGHT-OF-WAY AND TRACK MAP
 THE WHEELING AND LAKE ERIE RAILWAY COMPANY
 TOLEDO DIVISION MASSILLON BELT
 STATION 0+00 TO STATION 1+33 (4785)
 SCALE 1" = 100' DATE 07/27/2010
 OFFICE OF VALUATION ENGINEER

4
13X

Instr: 201012270052610
P: 1 of 4 F: \$98.00 12/27/2010
Rick Campbell 2:26PM MISC
Stark County Recorder T20100043502

CONSOLIDATION OF OIL AND GAS LEASES

CAMPBELL OIL UNIT #1 - D

KNOW ALL MEN BY THESE PRESENTS:

THAT, **M & M ROYALTY, LTD.**, 5377 Lauby Road, NW, Ste. #202, North Canton, OH, 44720, the owner and/or Operator of the Lessee's interest under the Oil and Gas Leases hereinafter described, does hereby elect to pool and unitize all or a portion of the lands covered by each of said Leases set forth to form a drilling or production unit of 48.07 acres, more or less, limited to the base of the Queenston formation and above, which leases cover lands situated and being in Section 17, being in Perry Township, Stark, County, Ohio, which Leases are as follows:

Non - Drilling Oil & Gas Lease by and between M & M Royalty, Ltd. as Lessee, and DaRe Holdings, LLC recorded March 10, 2010, containing .831 acres (more or less), located in the City of Massillon, County of Stark, and State of Ohio and recorded as Instrument Number 201003100008513 of the Official Records of Stark County, Ohio.

Non - Drilling Gas Well Lease by and between M & M Royalty, Ltd. as Lessee, and Timothy J. and Linda S. Martin, recorded January 19, 2010, containing .49 acres (more or less), located in the City of Massillon, County of Stark, and State of Ohio and recorded as Instrument Number 201001190001905 of the Official Records of Stark County, Ohio.

Non - Drilling Oil & Gas Lease by and between M & M Royalty, Ltd. as Lessee, and First Street Development, recorded on May 2, 2008, containing 6.47 acre (more or less), located in the City of Massillon, County of Stark, and State of Ohio and recorded as Instrument Number 200805050019825 of the Official Records of Stark County, Ohio

Non - Development Oil & Gas Lease by and between M & M Royalty, Ltd. as Lessee, and Form Investments, LLC, recorded January September 10, 2008, containing 5.16 acre (more or less), located in the City of Massillon, County of Stark, and State of Ohio and recorded as Instrument Number 200809100040370 of the Official Records of Stark County, Ohio

Non - Drilling Oil & Gas Lease by and between M & M Royalty, Ltd. as Lessee, and Lynn Truck Parts Corporation, recorded February 1, 2008, containing .69 acres (more or less), located in city of Massillon, County of Stark, and State of Ohio and recorded as Instrument Number 200802010004578 of the Official Records of Stark County, Ohio

Non - Drilling Oil & Gas Lease by and between M & M Royalty, Ltd. as Lessee, and David L. Rankl, recorded February 1, 2008, containing 1.53 acres (more or less), located the City of Massillon, County of Stark, and State of Ohio and recorded as Instrument Number 200802010004579 of the Official Records of Stark County, Ohio

Non - Drilling Oil & Gas Lease by and between M & M Royalty, Ltd. as Lessee, and Alton P. and Louise C. Trammell, recorded August 12, 2008, containing .13 acres (more or less),

located in the City of Massillon, County of Stark, and State of Ohio and recorded as Instrument Number 200808120036219 of the Official Records of Stark County, Ohio

Non - Drilling Oil & Gas Lease by and between M & M Royalty, Ltd. as Lessee, and Service Steel Aerospace Corporation, recorded June 16, 2010, containing 2.68 acres (more or less), located in the City of Massillon, County of Stark, and State of Ohio and recorded as Instrument Number 210006160022408 of the Official Records of Stark County, Ohio

Oil & Gas Lease by and between M & M Royalty, Ltd. as Lessee, and Campbell Oil Company, recorded March 21, 2008, containing 5.58 acres (more or less), located in the City of Massillon, County of Stark, and State Ohio and recorded as Instrument Number 20083210012321 of the Official Records of Stark County, Ohio

Non - Drilling Oil & Gas Agreement by and between M & M Royalty, Ltd. as Lessee, and Wheeling & Lake Erie Railway Company, recorded July 22, 2010, containing .321 acres (more or less), located in the Township of Perry, the County of Stark, and the State of Ohio and recorded as Instrument Number 201007270028109 of the Official Records of Stark County, Ohio

Non - Drilling Oil & Gas Lease by and between Ohio Valley Energy Corporation. as Lessee, and The City of Massillon, recorded April 27, 2009, containing 42.36 acres (more or less), located as the Township of Perry, the County of Stark, and the State of Ohio and recorded in Instrument Number 200905040017333 of the Official Records of Stark County, Ohio.

Non - Drilling Oil & Gas Lease by and between M & M Royalty, Ltd. as Lessee, and Pocahontas Land Corporation (Norfolk Southern Corporation), recorded November 16, 2010, containing 5.38 acres (more or less), located in the City of Massillon, the County of Stark, and the State of Ohio and recorded as Instrument Number 201011160045745 of the Official Records of Stark County, Ohio.

Assignment of Oil and Gas Lease by and between Ohio Valley Energy Systems Corporation as Assignor, and M & M Royalty, Ltd. as Assignee, recorded July 2, 2010, and recorded as Instrument Number 201007020025033 of the Official Records of Stark County, Ohio.

That portion of the above-set-forth Leases which are consolidated by the within Unit designation are bounded and described on Exhibit "A" which is attached hereto and made a part hereof.

In accordance with the terms and conditions of each of said leases, the landowners' one-eighth (1/8th) Royalty, excepting Pocahontas Land Corporation who shall receive 18.75%%, as therein provided shall be payable to and in the following proportions:

DarRe Holdings, LLC.	8.26/48.07 Ac.	0.0214822% RI
Timothy J. & Linda A. Martin	.49/48.07 Ac.	0.0012744% RI
First Street Development	6.47/48.07 Ac.	0.0168269% RI
Form Investments, LLC	5.16/48.07 Ac.	0.0134199% RI
Lynn Truck Parts Corporation	.69 /48.07 Ac.	0.0017945% RI
David L. Rankle	1.53/48.07 Ac.	0.0039792% RI
Alton P. & Louise Trammell	.125/48.07 Ac.	0.0003251% RI
Service Steel Aerospace Corporation	2.68/48.07 Ac	0.0069700% RI

Pocahontas Land Corporation	5.381/48.07 Ac.	0.0209920% RI
Campbell Oil Company	5.6/48.07 Ac.	0.0145642% RI
Wheeling & Lake Erie Railway Company	.321/48.07 Ac.	0.0010018% RI
City of Massillon	11.356/48.07 Ac.	0.0295342% RI

In the event of failure of Title of any tract in the within Unit, the Lessee may, at its option, withdraw any tract designated as a part of the within Unit from the within Unit as of the within date or at such date as the Lessee may hereafter designate and the Lessee reserves the right to amend, alter or cancel the within Unit Agreement at its sole option, provided, however, that any conditions of the oil and gas leases referred to herein.

IN WITNESS WHEREOF, the said M & M Royalty, Ltd., by Michael R. Weinsz, Member, hereunto sets its hand this 14th day of December 2010.

M & M ROYALTY, LTD.

BY: Michael R. Weinsz
Michael R. Weinsz, Member

Instr: 201012270052610
P: 3 of 4 F: \$96.00 12/27/2010
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Stark County Recorder T20100043502

STATE OF OHIO)
)
SUMMIT COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared the aforesaid M & M Royalty, Ltd., by Michael R. Weinsz, Member, who acknowledged that he did sign the foregoing Consolidation and that the same was the free act and deed of said Company and of himself as such officer and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio, 14th day of Dec, 2010.

Pamela K. Allen
Notary Public



Pamela K. Allen
Notary Public, State of Ohio
My Commission Expires 09-14-2015

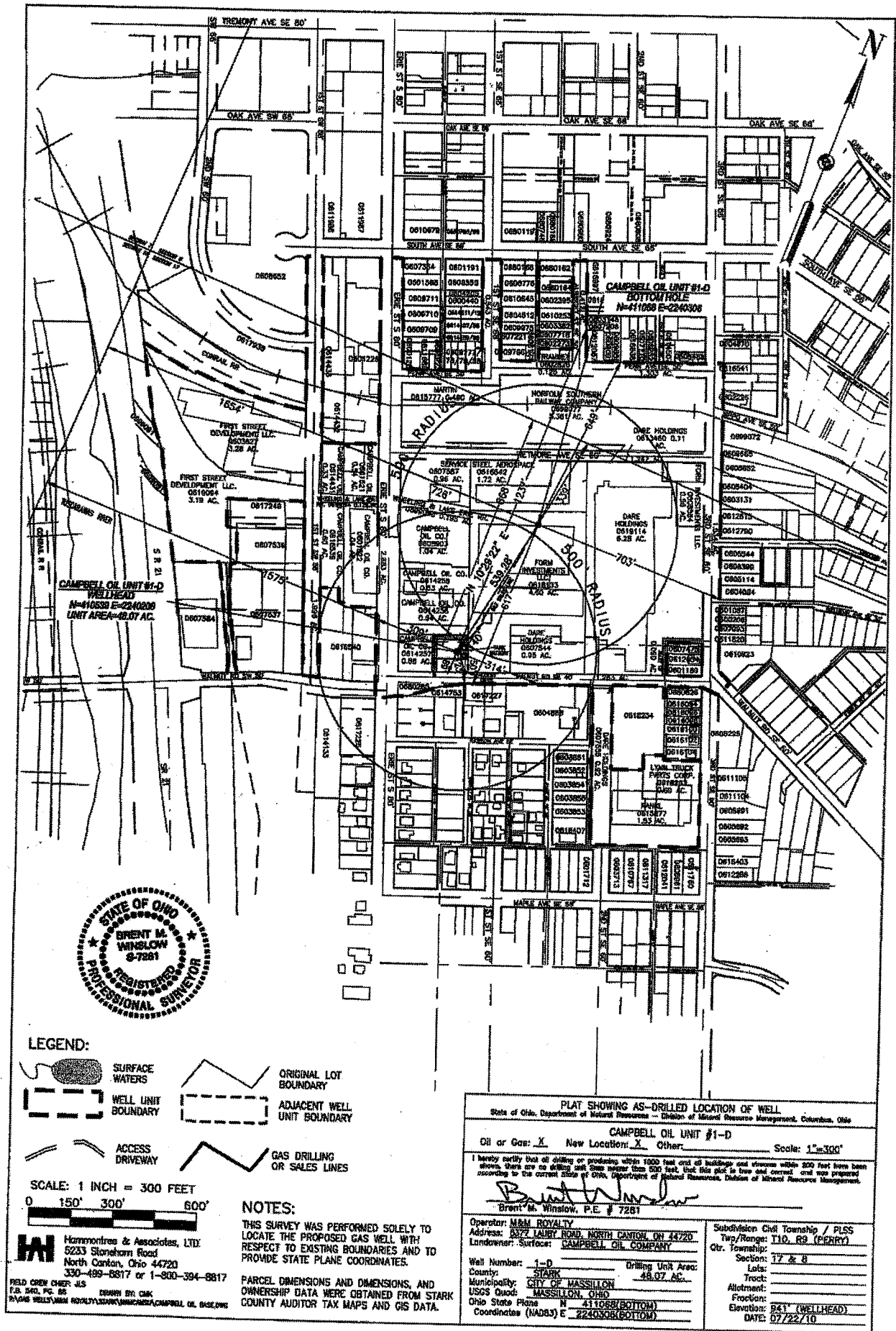
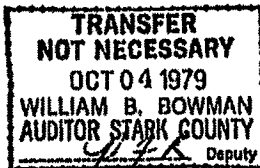


EXHIBIT "A"

Instr: 201012270052610
P: 4 of 4 F: \$96.00 12/27/2010
Rick Campbell 2:26PM MISC
Stark County Recorder T20100043502

**DEED**

THIS DEED IS MADE BY AND BETWEEN

ROBERT W. VALIMONT,

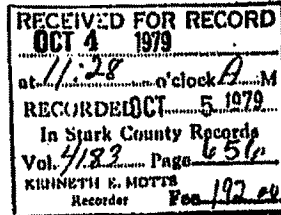
AS TRUSTEE OF THE PROPERTY OF

PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY, DEBTOR

("Grantor"), whose address is 102 North Main Street,
Doylestown, Pennsylvania 18901

AND

CONSOLIDATED RAIL CORPORATION,

a corporation organized and existing under the laws of the
Commonwealth of Pennsylvania ("Grantee"), whose address is 1818 Market Street,
Philadelphia, Pennsylvania 19103.IN COMPLIANCE
WITH ORC 319.202
OCT 4 1979WILLIAM B. BOWMAN
STARK COUNTY AUDITOR

EXC FEE MIC DEPUTY

WHEREAS, the Debtor is a railroad in reorganization under Section 77 of the Federal Bankruptcy Act, 11 U.S.C. Sec. 205, and is a railroad in reorganization as that term is defined in the Regional Rail Reorganization Act of 1973 (Public Law 93-236, 87 Stat. 985), as amended ("Act"); and

WHEREAS, by orders of the United States District Court for the Eastern District of Pennsylvania entered in Docket No. 70-347-N the above-named individual was duly appointed and is now serving as Trustee of the property of the Debtor; and

WHEREAS, the United States Railway Association, pursuant to Section 209 (c) of the Act, has certified to the Special United States District Court established pursuant to Section 209 (b) of the Act ("Special Court"), that the rail properties of the Debtor hereinafter described (except those hereinafter reserved and excepted) are to be transferred by the Grantor to the Grantee; and

WHEREAS, pursuant to Section 303 (b) (1) of the Act, the Special Court has ordered the Grantor to convey to the Grantee all of the Grantor's right, title and interest in such rail properties, free and clear of any liens or encumbrances as provided in Section 303 (b) of the Act;

NOW, THEREFORE, pursuant to the Order of the Special Court, the Grantor hereby grants and conveys to the Grantee:

A. All of the Grantor's right, title and interest, legal and equitable, in and to the real property located in the
County of Stark, State of Ohio

as described in Exhibit A attached to this Deed as a part hereof, together with all of the appurtenances, hereditaments, franchises, ways, waters, minerals, rights, privileges, improvements, fixtures, licenses, leaseholds, reversions, easements, rights under operating, trackage and joint facility agreements, rents, issues, profits and other interests and items belonging to or in any way appertaining to such real property, including but not limited to all real property items that would properly be recorded in Accounts 1 through 45 and 90 of the Property Accounts prescribed by the Interstate Commerce Commission for Railroad Companies in its Uniform System of Accounts, 49 C.F.R. Part 1201, to the extent that such interests and items belong or in any way appertain to such real property, except as those interests and items belong or appertain to the real property hereinafter reserved and excepted.

B. 1. The easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the real property hereinafter reserved and excepted ("Grantor's Burdened Property"), any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (each an "Easement Item") existing on and used or useful as of the date of delivery of this Deed as a part of any railroad communication, signal or interlocker system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the Grantor's Burdened Property to permit the exercise of the foregoing easements and rights, and the easement for lateral support of the real property conveyed by this Deed.

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B attached to this Deed as a part hereof and burdening certain real property hereinafter reserved and excepted.

3. The Grantee shall give the Grantor reasonable notice before entering on the Grantor's Burdened Property to exercise the easements and rights conveyed in this Paragraph B, and shall exercise such easements and rights (a) so as not to interfere unreasonably with the use and enjoyment of the Grantor's Burdened Property, (b) in compliance with generally applicable reasonable requirements established from time to time by the Grantor and (c) so as not to increase materially the burden on the Grantor's Burdened Property existing on the date of delivery of this Deed. The Grantee shall indemnify and save the Grantor harmless from any loss, damage or expense arising from the exercise of the foregoing easements and rights, without regard to negligence on the part of the Grantor or the Grantee. Upon request of and at the expense of the Grantor, the Grantee shall execute and deliver to the Grantor a deed or other instrument releasing the Grantee's rights in any part of the Grantor's Burdened Property that is not used or reasonably needed by the Grantee in the exercise of the easements and rights conveyed in this Paragraph B.

4. If the location of any Easement Item would interfere with any proposed use or sale of any part of the Grantor's Burdened Property, the Grantor may, at the Grantor's expense and after obtaining the Grantee's written consent, relocate the interfering Easement Item or cause the same to be relocated. Such consent will be granted unless (a) the Easement Item cannot be relocated as proposed by the Grantor without unreasonable interference to the Grantee's operations or without damage to the integrity of the system of which the Easement Item is a part or (b) the Grantee will not have reasonable access to the relocated Easement Item. If the Grantee has previously released its easements and rights in any real property as provided in Paragraph B. 3. and a relocated Easement Item falls, in whole or in part, within the area that has been so released, the Grantor and the Grantee shall exchange the following instruments promptly after the relocation is completed:

(a) The Grantor shall execute and deliver to the Grantee a supplementary deed of easement which conveys to the Grantee with respect to the relocated Easement Item the easements and rights described in this Paragraph B.

(b) The Grantee shall execute and deliver to the Grantor a deed or other instrument of release as provided in Paragraph B. 3.

5. The Grantor shall bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph B.

RESERVING AND EXCEPTING, HOWEVER, TO THE GRANTOR:

C. All the respective right, title and interest of the Grantor, legal and equitable, in and to the real property described in Exhibit B attached to this Deed as a part hereof, but subject, however, to (a) the limitation of access thereto across the real property conveyed by this Deed as hereinafter provided and (b) the easements and rights conveyed pursuant to Paragraph B above.

D. 1. The easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the real property conveyed by this Deed ("Grantee's Burdened Property"), any and all lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (each an "Easement Item") existing on and used or useful as of the date of delivery of this Deed as a part of any railroad communication, signal or interlocker system or as a part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the Grantee's Burdened Property to permit the exercise of the foregoing easements and rights, and the easement for lateral support of the real property reserved and excepted from this conveyance.

2. The easements and rights for the specific uses, if any, (each an "Easement Item") particularly described in Exhibit B to this Deed and burdening certain real property conveyed by this Deed.

3. The Grantor shall give the Grantee reasonable notice before entering on the Grantee's Burdened Property to exercise the easements and rights reserved and excepted in this Paragraph D, and shall exercise such easements and rights (a) so as not to interfere unreasonably with the use and enjoyment of the Grantee's Burdened Property, (b) in compliance with generally applicable reasonable requirements established from time to time by the Grantee and (c) so as not to increase materially the burden on the Grantee's Burdened Property existing on the date of delivery of this Deed. The Grantor shall indemnify and save the Grantee harmless from any loss, damage or expense arising from the exercise of the foregoing easements and rights, without regard to negligence on the part of the Grantee or the Grantor. Upon request of and at the expense of the Grantee, the Grantor shall execute and deliver to the Grantee a deed or other instrument releasing the Grantor's rights in any part of the Grantee's Burdened Property that is not used or reasonably needed by the Grantor in the exercise of the easements and rights reserved and excepted in this Paragraph D.

4. If the location of any Easement Item would interfere with any proposed use or sale of any part of the Grantee's Burdened Property, the Grantee may, at the Grantee's expense and after obtaining the Grantor's written consent, relocate the interfering Easement Item or cause the same to be relocated. Such consent will be granted unless (a) the Easement Item cannot be relocated as proposed by the Grantee without unreasonable interference to the Grantor's operations or without damage to the integrity of the system of which the Easement Item is a part or (b) the Grantor will not have reasonable access to the relocated Easement Item. If the Grantor has previously released its easements and rights in any real property as provided in Paragraph D. 3. and a relocated Easement Item falls, in whole or in part, within the area that has been so released, the Grantor and the Grantee shall exchange the following instruments promptly after the relocation is completed:

(a) The Grantee shall execute and deliver to the Grantor a supplementary deed of easement which conveys to the Grantor with respect to the relocated Easement Item the easements and rights described in this Paragraph D.

(b) The Grantor shall execute and deliver to the Grantee a deed or other instrument of release as provided in Paragraph D. 3.

5. The Grantee shall bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with all deeds and other instruments delivered pursuant to this Paragraph D.

E. All mineral rights owned by the Grantor in any parcel as to which an interest in the surface is not conveyed by this Deed.

TO HAVE AND TO HOLD the real property and the easements and rights hereby conveyed to the Grantee, free and clear of (a) any liens or encumbrances as provided in Section 308 (b) of the Act and (b) any and all easements and rights of access to the real property reserved and excepted from this conveyance across the real property conveyed by this Deed (except as otherwise provided in this Deed), even if such easements and rights would otherwise arise by reason of necessity, implication or other operation of law, statute, ordinance, rule or regulation of any governmental entity, BUT SUBJECT, HOWEVER, to (i) those easements and rights reserved and excepted in Paragraph D above, (ii) all existing licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation), and operating, trackage right and joint facility agreements and (iii) Operating Rights Grants, if any, from the Grantor to a third party conveyed concurrently with this conveyance and identified in Exhibit B to this Deed.

The Grantor hereby covenants that the Grantor will perform, execute, acknowledge and deliver any and all such further acts, deeds, assignments and other instruments as may be reasonably requested by the Grantee to convey, confirm, clarify, identify or more precisely describe the real property and the easements and rights conveyed by this Deed or intended so to be in order to carry out the intent of this Deed in light of the designations contained in the Final System Plan which has been certified to the Special Court by the United States Railway Association pursuant to the Act, and to effect the recordation of, or otherwise perfect, this Deed and all such other deeds, assignments and instruments under any applicable statute, ordinance, rule or regulation.

The Grantee hereby covenants that the Grantee will perform, execute, acknowledge and deliver any and all such further acts, deeds, assignments and other instruments as may be reasonably requested by the Grantor to confirm, clarify, identify or more precisely describe the real property and the easements and rights reserved and excepted from this conveyance or intended so to be in order to carry out the intent of this Deed in light of the designations contained in such Final System Plan, and to effect the recordation of, or otherwise perfect, this Deed and all such other deeds, assignments and instruments under any applicable statute, ordinance, rule or regulation.

By acceptance of this Deed, the Grantee (a) agrees to perform each of the obligations imposed on the Grantee by the terms of this Deed, and (b) assumes and agrees to perform and observe all obligations and conditions on the part of the Grantor or the Grantor's predecessor in title to be performed or observed that arise or accrue after the date of delivery of this Deed under all licenses, easements, leases (other than those which may have been created to secure payment of a financial obligation) and operating, truckage right and joint facility agreements (subject, however, to the terms thereof) which are conveyed by this Deed and under those to which this conveyance is made subject, provided that the Grantee assumes no obligation or liability that arises after the date of delivery of this Deed out of any event, act or failure to act that occurred prior thereto and, where an obligation or liability is related to a period which is both before and after such date, the Grantee assumes only that portion of the obligation or liability which is reasonably allocable to the part of the period after such date. Concurrently with the delivery of this Deed, the Grantee is delivering to the Grantor a separate instrument executed by the Grantee acknowledging receipt and acceptance of this Deed and affirming the provisions of this paragraph.

All of the covenants of the Grantor and the Grantee, respectively, shall be deemed to be real covenants and shall run with the land.

The words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Deed so requires and, whether singular or plural, such words shall be deemed to include in all cases the successors and assigns of the respective parties.

This conveyance and the specific covenants of the Grantor are made by the Grantor as Trustee of the property of the Debtor, and not individually, and this conveyance is made without covenants of title or any warranties express or implied.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 31st day of March, 1976.

Signed and Acknowledged
In the Presence of:

Judith Harris
Judith Harris
Harold O. Waddis
Harold O. Waddis

Robert W. Valmont
ROBERT W. VALMONT, AS
TRUSTEE OF THE PROPERTY OF
PITTSBURGH, FORT WAYNE AND
CHICAGO RAILWAY COMPANY, DEBTOR

DISTRICT OF COLUMBIA, SS:

On this 31st day of March, 1976, before me, a Notary Public authorized to take acknowledgements and proofs in the District of Columbia, personally appeared Robert W. Valmont, personally known to me to be the person whose name is subscribed to the foregoing Deed, bearing the same date as this certificate of acknowledgement, and acknowledged himself to be the Trustee of the Property of Pittsburgh, Fort Wayne and Chicago Railway Company, Debtor, and that he executed the foregoing Deed as his free act and deed as such Trustee for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

This Instrument Prepared By:

United States Railway Association
Pursuant to the Act

Dorothy J. Smith
Dorothy J. Smith
Notary Public in and for
The District of Columbia
My Commission expires January 31, 1980

EXHIBIT A

TO THE DEED BY AND BETWEEN

ROBERT W. VALIMONT,

AS TRUSTEE OF THE PROPERTY OF

PITTSBURGH, FORT WAYNE AND CHICAGO RAILWAY COMPANY, DEBTOR

AND

CONSOLIDATED RAIL CORPORATION

DESCRIPTION OF REAL PROPERTY

LOCATED IN

County of Stark, State of Ohio

For the purpose of each description contained in this Exhibit A (and solely by way of illustration and not by way of limiting the generality of the term "adjacent"), adjacency shall be deemed to exist without regard to the existence of any public or private street, highway, alley or other way between one part of the Grantor's real property and another.

This Exhibit A consists of pages A-1 through A-4 inclusive.

Situate in the County of Stark, State of Ohio, and being the Pittsburgh, Fort Wayne and Chicago Railway Company's line of railroad known as the Penn Central Pittsburgh-Chicago Main Line and being all the real property in the County lying in, under, above, along, contiguous to, adjacent to or connecting to such line.

Such line enters the County at Alliance, passes through Canton and Massilon, and leaves the County near North Lawrence at County Line Road.

The line of railroad described herein is identified as Line Code 2402 in the records of the United States Railway Association.

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All that parcel of land situate in the Township of Perry, County of Stark, and State of Ohio, being designated Parcel No. OHF 100 54-8 on Railroad Valuation Map Nos. 300-8342-0-61-11-5, as revised to December 31, 1953, and 300-8342-0-61.12-5, as drawn on June 30, 1916, and as furnished to the United States Railway Association on December 1, 1975, being a parcel 40 feet in width, and extending through parts of Sections 18 and 19, for a distance of 8900 feet, more or less, and being all the land of the Pittsburgh, Fort Wayne and Chicago Railway Company, as shown on the Map, which lies generally westerly of the following described line:

Commencing at a point on the westerly right-of-way line of said Railway Company, opposite the northern extremity of said Railway Company's Car Inspectors Building; thence, extending northwesterwardly, north $1^{\circ} 39'$ west along said right-of-way line, 170 feet, to a point; Thence, northeastwardly, north $30^{\circ} 51'$ east along said Railway Company's northwesterly right-of-way line, 583.68 feet, to the true point of beginning;

Thence, extending in a northeasterly direction north $30^{\circ} 51'$ east 60 feet, more or less, to a point in said Railway Company's northerly right-of-way line, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 2402-109.

All that parcel of land located at Massillon, and situate in the County of Stark and State of Ohio, being designated Parcel No. OH F100 51-2 on Railroad Valuation Map No. 300-8342-0-61-5, as revised to December 31, 1965, and being all the land of the Pittsburgh, Fort Wayne and Chicago Railway Company, as shown on the Map, which lies northeasterly of Erie Street, southeasterly of Jarvis Street and northwesterly and southwesterly of the following described lines:

Beginning at a point at the intersection of the northeasterly line of Erie Street with the southwesterly prolongation of the northwesterly side of a brick platform southeast of the Massillon Passenger Station;

Thence northeastwardly along said southwesterly prolongation, then along said side of said platform, and then along the northwesterly prolongation of said side of said platform 345 feet, more or less, to a point in the southeastwardly prolongation of the northeasterly line of Mill Street; thence, northwestwardly, along said southeasterly prolongation 60 feet, more or less, to a point on the southeasterly line of Jarvis Street, the point of ending.

The above described parcel or parcels are identified in the records of The United States Railway Association as Line Code 2402-109.6.

All that parcel of land situate in the City of Louisville, County of Stark, and State of Ohio, designated Parcel No. OHF 100 49-8 on Railroad Valuation Map No. 300-8342-0-47.1-3, as revised to December 31, 1963, and being all of the land of the Pittsburgh, Fort Wayne and Chicago Railway, Canton-Bayard Branch, as shown on the Map, which lies northeasterly of the following described line:

Beginning from a point at the intersection of the southerly line of land of others and the northeasterly right-of-way line of said Railway, said point distant 80 feet northeastwardly measured at right angles from the centerline of said railroad, as it was located on November 14, 1975, at a point therein distant 1240 feet, more or less, measured southeastwardly on said centerline from another point at the intersection with the easterly right-of-way line of Chapel Street;

Thence, extending along said northeasterly railroad right-of-way line in a southeastwardly direction 885 feet, more or less, to a point at the intersection of said railroad right-of-way line and the line of land of others or its southerly extension, said point distant 90 feet northeastwardly measured at right angles from the said centerline, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 2430-67.0.

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All that parcel of land situate in the Village of Canal Fulton, County of Stark, and State of Ohio, being part of Township 17 North, Range 10 West, and being designated Parcel No. OHF 100 64-9 on Railroad Valuation Map No. 300-8343-0-9-5, as revised to December 31, 1930, and being all of the land of the Pittsburgh, Fort Wayne and Chicago Railway Company, as shown on the Map, lying northeasterly and northwesterly of the following described lines:

Beginning at an angle point in the railroad property line distant 30 feet, measured eastwardly, radially, from the original centerline of location of the Pittsburgh, Fort Wayne and Chicago Railway Company, at a point therein distant 430 feet, more or less, measured southwardly, along said centerline, from another point therein on the southeasterly line of Cherry Street;

Thence, extending in a generally southeasterly direction, parallel and concentric to said centerline, 1730 feet, more or less, to a point on the corporation line of Canal Fulton; thence, northeastwardly, along said corporation line, 20 feet, more or less, to an angle point in the railroad property line, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 2431-8.0.

Vol 4183 Page 684

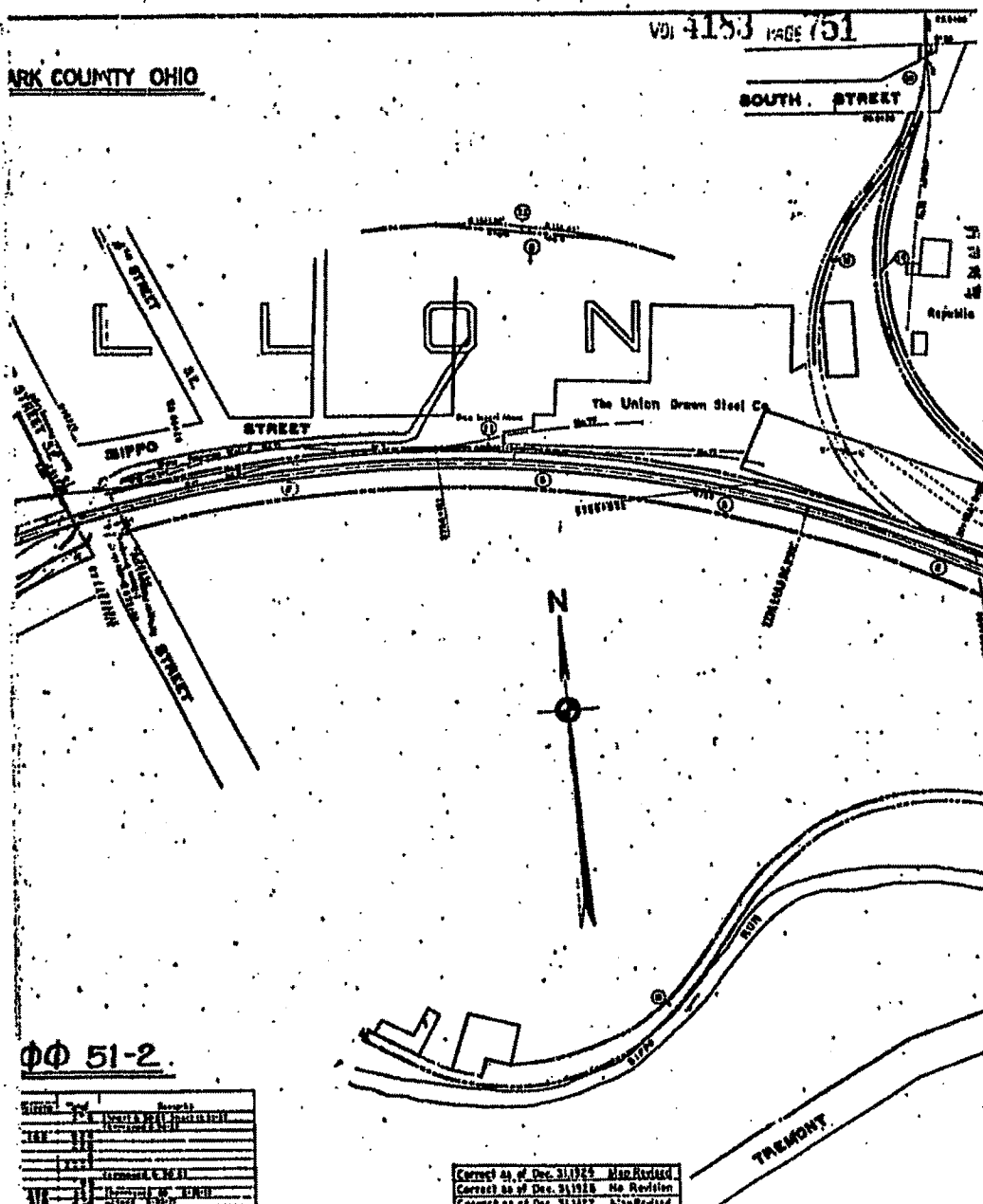
All that parcel of land situate in the Village of Canal Fulton, County of Stark, and State of Ohio, being part of Township 17 North, Range 10 West, and being designated Parcel No. OHF 100 64-9 on Railroad Valuation Map No. 300-8343-0-9-5, as revised to December 31, 1930, and being all of the land of the Pittsburgh, Fort Wayne and Chicago Railway Company, as shown on the Map, lying northeasterly and northwesterly of the following described lines:

Beginning at an angle point in the railroad property line distant 30 feet, measured eastwardly, radially, from the original centerline of location of the Pittsburgh, Fort Wayne and Chicago Railway Company, at a point therein distant 430 feet, more or less, measured southwardly, along said centerline, from another point therein on the southeasterly line of Cherry Street;

Thence, extending in a generally southeasterly direction, parallel and concentric to said centerline, 1730 feet, more or less, to a point on the corporation line of Canal Fulton; thence, northeastwardly, along said corporation line, 20 feet, more or less, to an angle point in the railroad property line, the point of ending.

The above described parcel or parcels are identified in the records of the United States Railway Association as Line Code 2431-8.0.

ARK COUNTY OHIO



ΦΦ 51-2

NAME	Address
141	WILLIAM A. BELL 1000 1st St. N. E. ALBANY, N. Y.
142	WILLIAM A. BELL 1000 1st St. N. E. ALBANY, N. Y.
143	WILLIAM A. BELL 1000 1st St. N. E. ALBANY, N. Y.
144	WILLIAM A. BELL 1000 1st St. N. E. ALBANY, N. Y.
145	WILLIAM A. BELL 1000 1st St. N. E. ALBANY, N. Y.
146	WILLIAM A. BELL 1000 1st St. N. E. ALBANY, N. Y.
147	WILLIAM A. BELL 1000 1st St. N. E. ALBANY, N. Y.
148	WILLIAM A. BELL 1000 1st St. N. E. ALBANY, N. Y.
149	WILLIAM A. BELL 1000 1st St. N. E. ALBANY, N. Y.
150	WILLIAM A. BELL 1000 1st St. N. E. ALBANY, N. Y.

PROPERTY AS OF DEC. 31	CHANGES	
	74	75
1957		
1958		
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1960		
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THIS TRACING IS 50% ORIG
DRAFTSMAN TO DOUBLI

Vol 4183 This is referred to in DOCUMENT NO. 2402-109.6

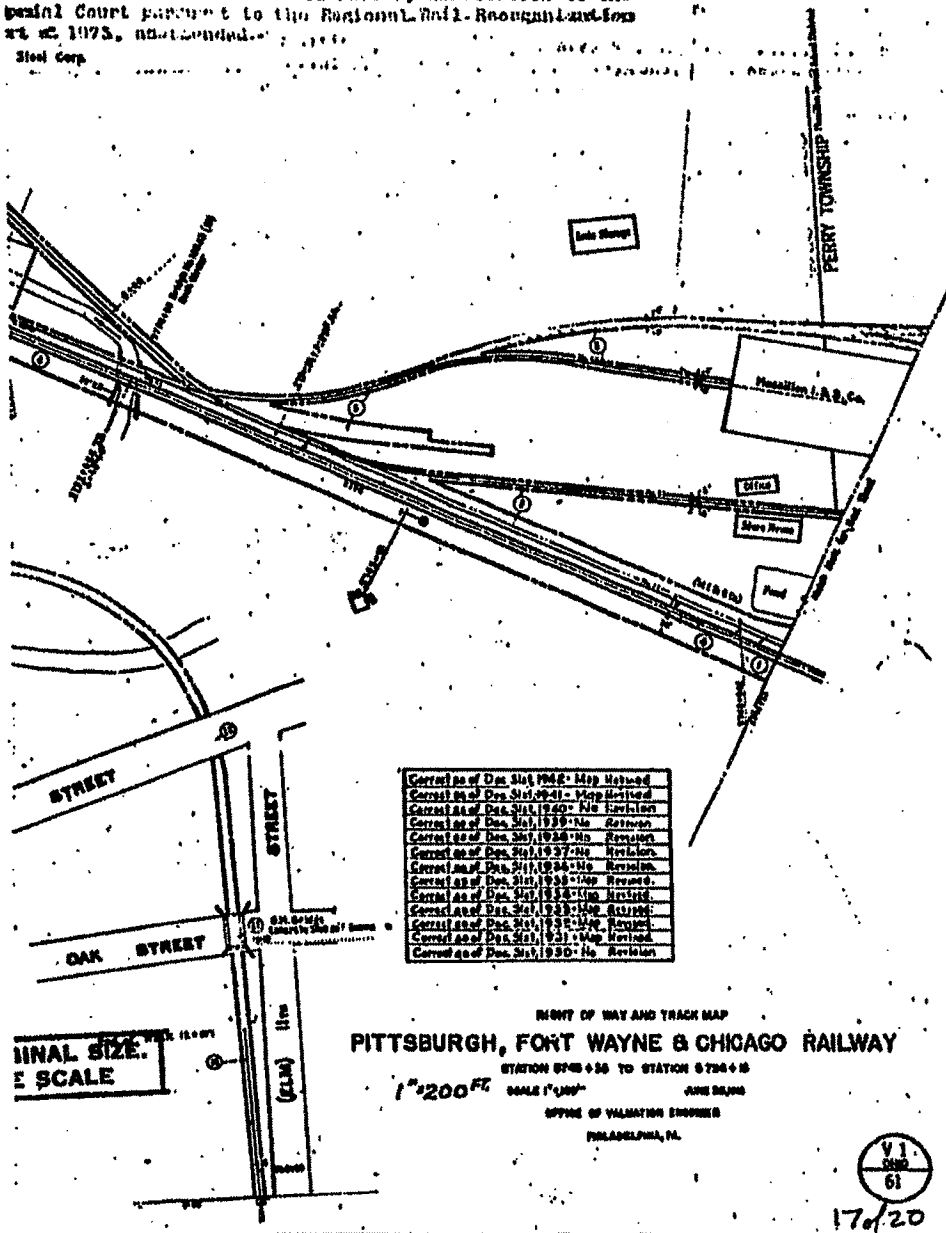
Certified by the United States Railway Association to the Special Court pursuant to the National Rail Reorganization Act of 1973, as amended.

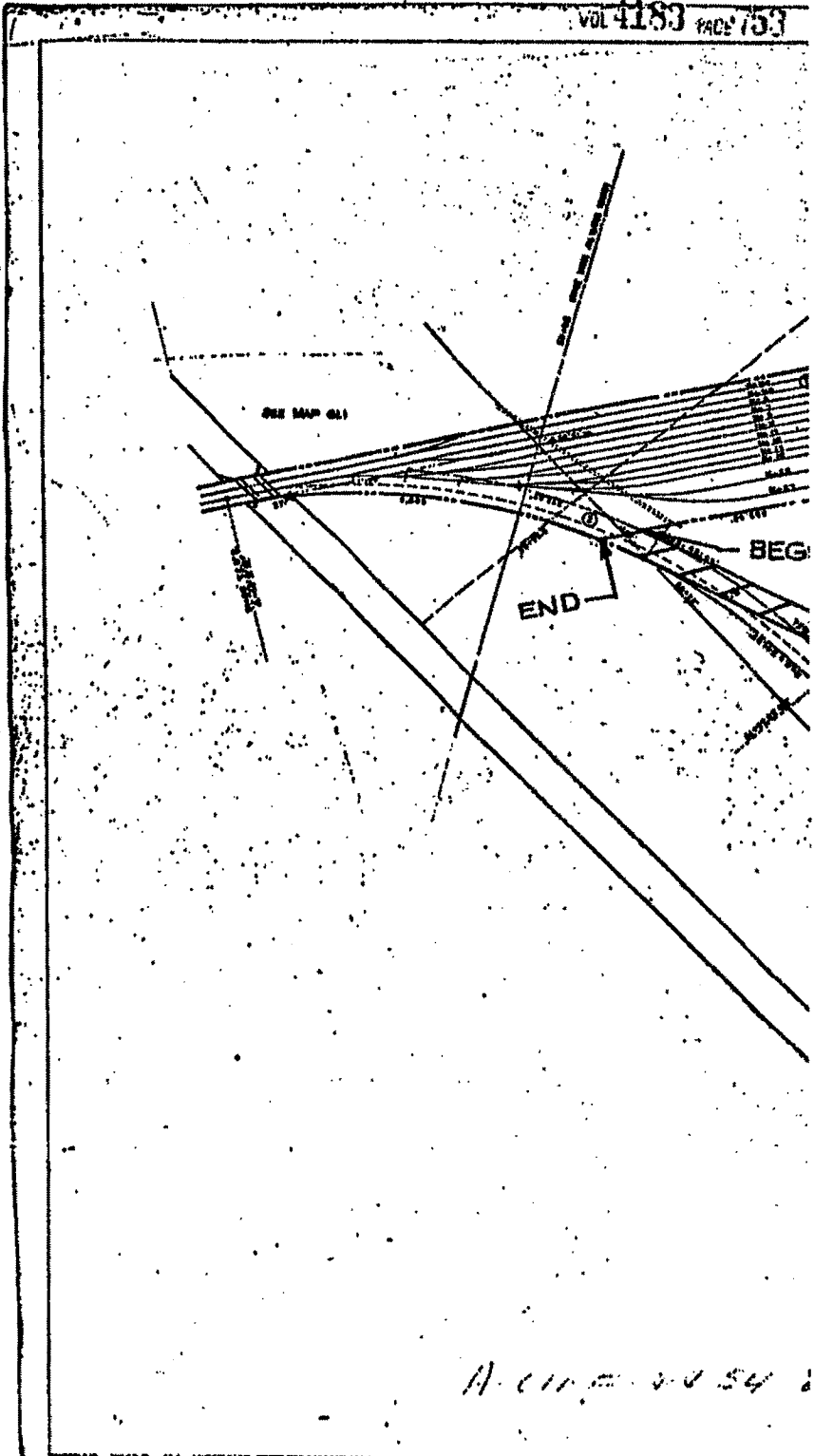
OWNER	VALUATION SECTION	DIV.	SHEET NUMBER	REAL ESTATE REGION
300	8342	-	61	5

PFRW-C-CRC-RP-18

This Map is referred to in DOCUMENT NO. 2402-109.6
 Certified by the United States Railway Association to the Special Court pursuant to the National Rail Reorganization Act of 1973, as amended.

Steel Corp.



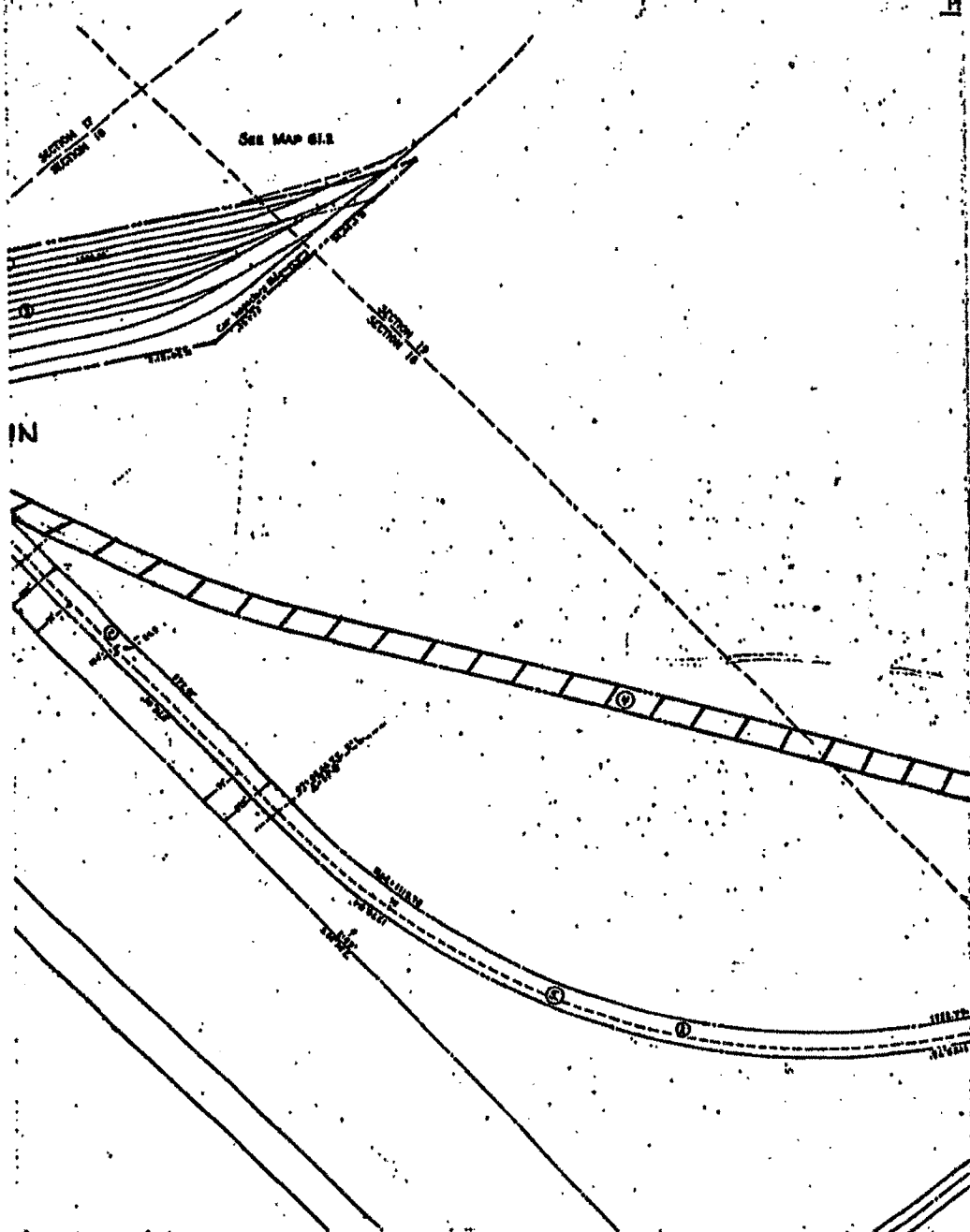


11-010-0054

RM 2558

2-857

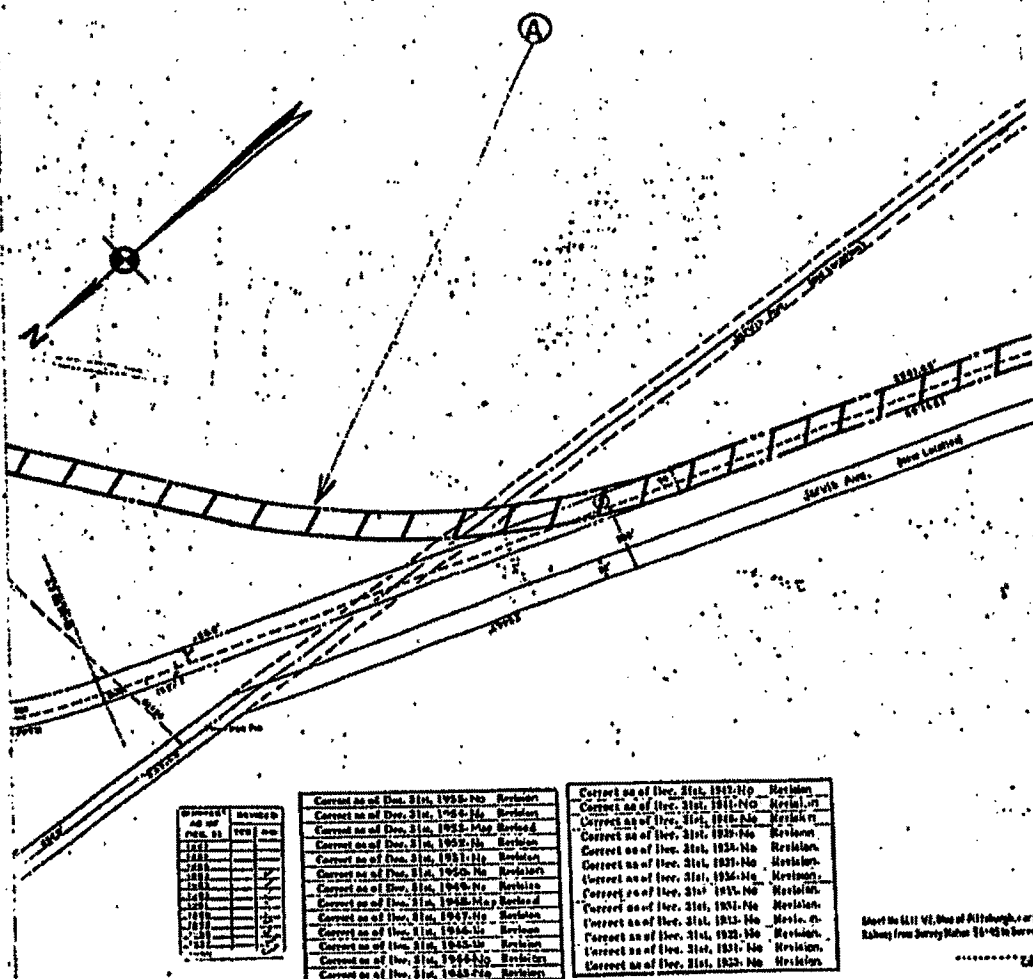
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F - 8.4A

K COUNTY, OHIO
ERRY TOWNSHIP

This Map is referred to in DOCUMENT NO. **PFTW-C-**
certified by the United States Railway Association to
Special Court pursuant to the Regional Rail Reorganiza-
Act. of 1973, as amended.

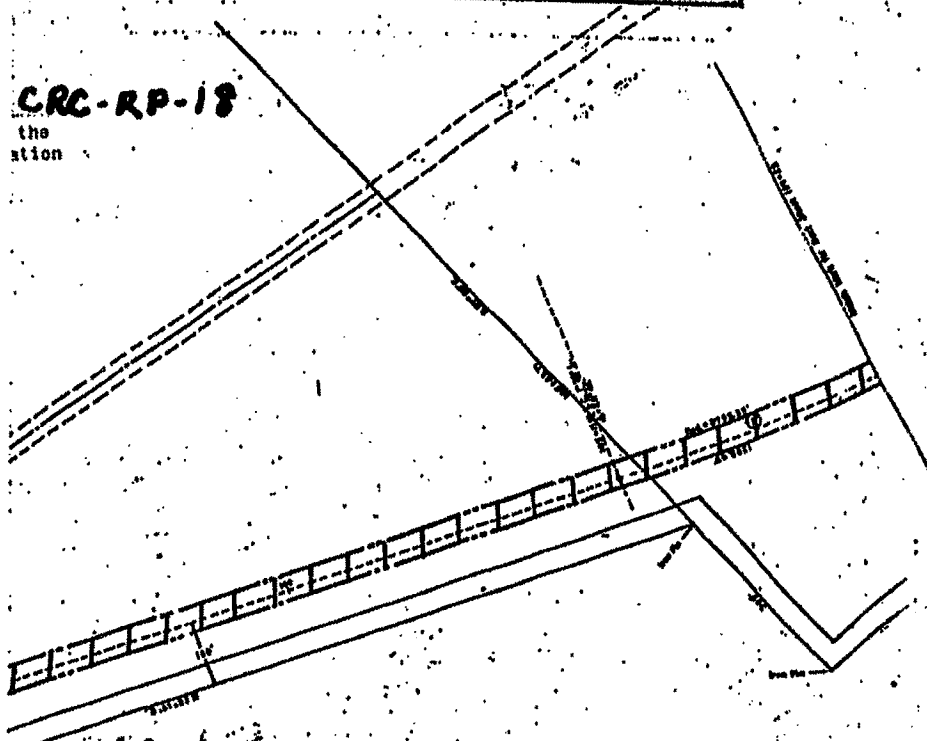


4183 758

2402 109

OWNER	VALUATION SECTION	SUB DIV.	SHEET NUMBER	REAL ESTATE REGION
300	83A2	7	61.11	5

CRC-RP-18
the
station



THIS TRACING IS 50% ORIGINAL SIZE
DRAFTSMAN TO DOUBLE SCALE

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE

PENNSYLVANIA COMPANY
EASTERN DIVISION

STATION 55+45 TO STATION 100+25
SCALE 1" = 100' JUNE 30, 1922

By and for Chicago
Division

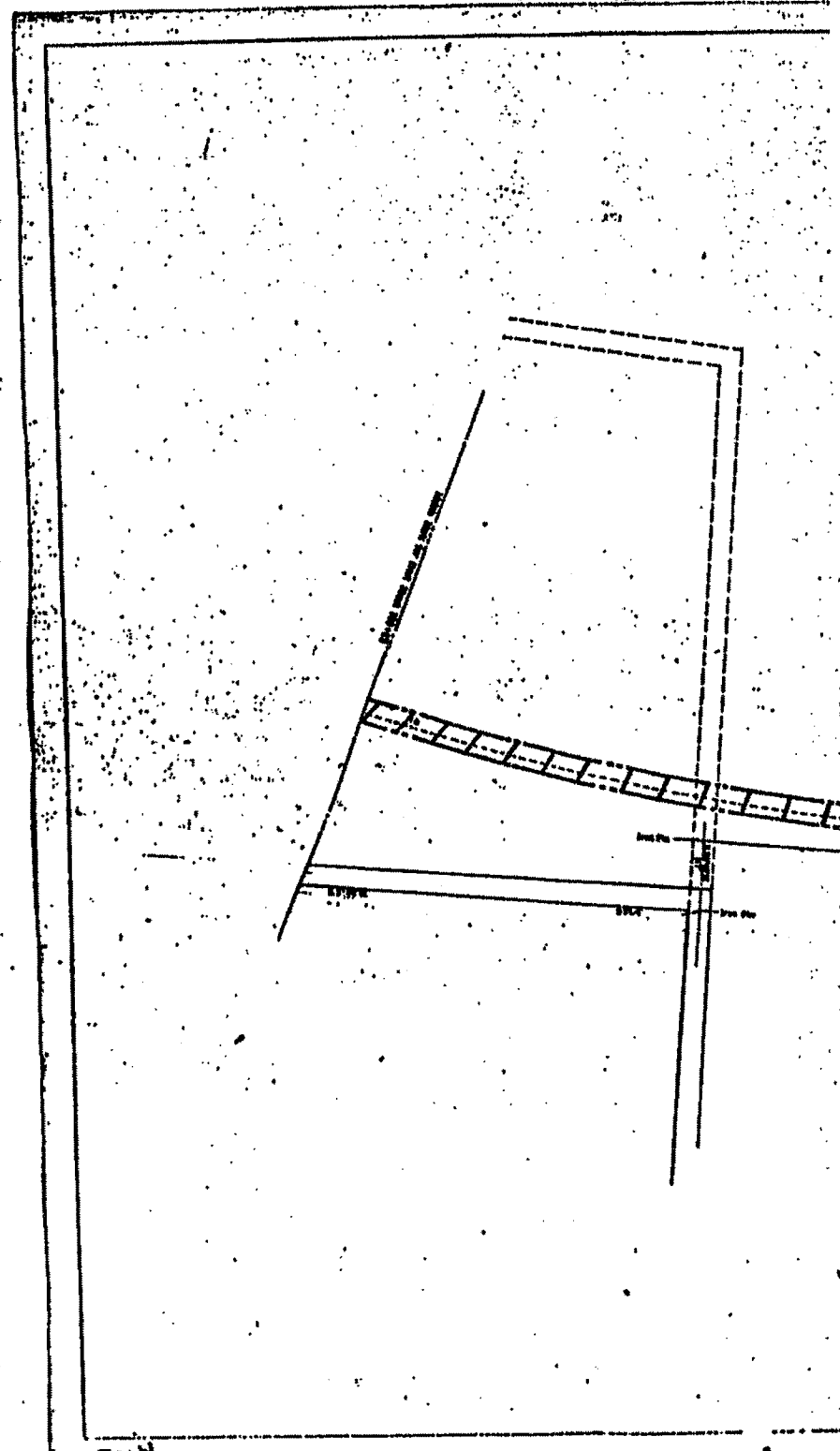
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Correct as of Dec. 31, 1922 No Revisions
Correct as of Dec. 31, 1923 No Revisions
Correct as of June 30, 1922 Not Purchased

OFFICE OF VALUATION ENGINEER
PITTSBURGH, PA.

V.I.
6111

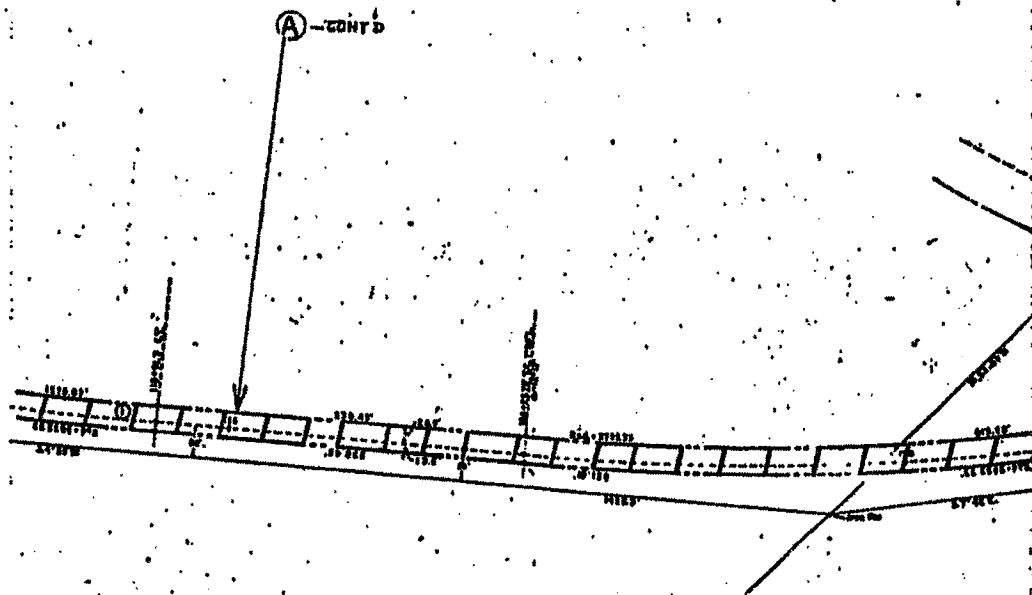
1"=200'

18 of 20



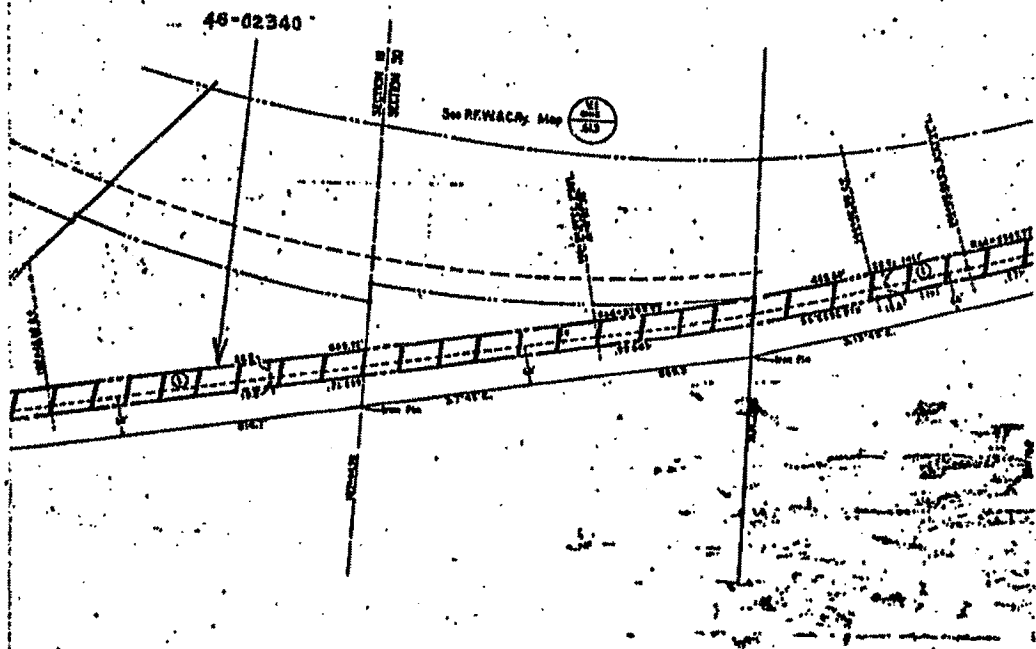
2856 RM 2550

STARK
PER



COUNTY, OHIO
BY TOWNSHIP

This Map is here
certified by the
Special Court pu
Ret of 1973, as



CONVEYANCE	DATE	RECORD
100	100	100
101	101	101
102	102	102
103	103	103
104	104	104
105	105	105
106	106	106
107	107	107
108	108	108
109	109	109
110	110	110
111	111	111
112	112	112
113	113	113
114	114	114
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116	116	116
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120	120	120

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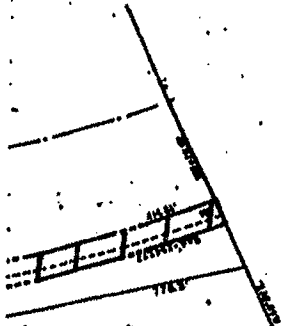
NEAR MARE

Bound the 1st 1/2 Sec. 17, Twp. 10 N., R. 10 E.,
Shelby County, Ohio, 1973-1979. Survey Map
1000 1000 1000 1000 1000 1000 1000 1000 1000 1000

2402 109

OWNER	VALUATION	SUB	SHEET	REAL ESTATE
SECTION	DIV.	NUMBER	REGION	
300	8342	-	6412	5

referred to in DOCUMENT NO. **PFTW-C-CPC-RP-18**
 United States Railway Association to the
 agreement to the Regional Rail Reorganization
 Act of 1970.



THIS TRACING IS 50% ORIGINAL SIZE
 DRAFTSMAN TO DOUBLE SCALE

RIGHT OF WAY AND TRACK MAP
 MILLON, OHIO - PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
 OPERATED BY THE

PENNSYLVANIA COMPANY
 EASTERN DIVISION

STATION 100+25 TO STATION 100+32.32
 SCALE 1" = 100 FT. DATE 10-1-74

OFFICE OF VALUATION ENGINEER
 PITTSBURGH, PA.

Correct as of Dec. 31, 1969 No Revisions
 Correct as of Dec. 31, 1970 No Revisions
 Correct as of Dec. 31, 1972 No Revisions
 Correct as of June 30, 1972 B.W.P. Purchased

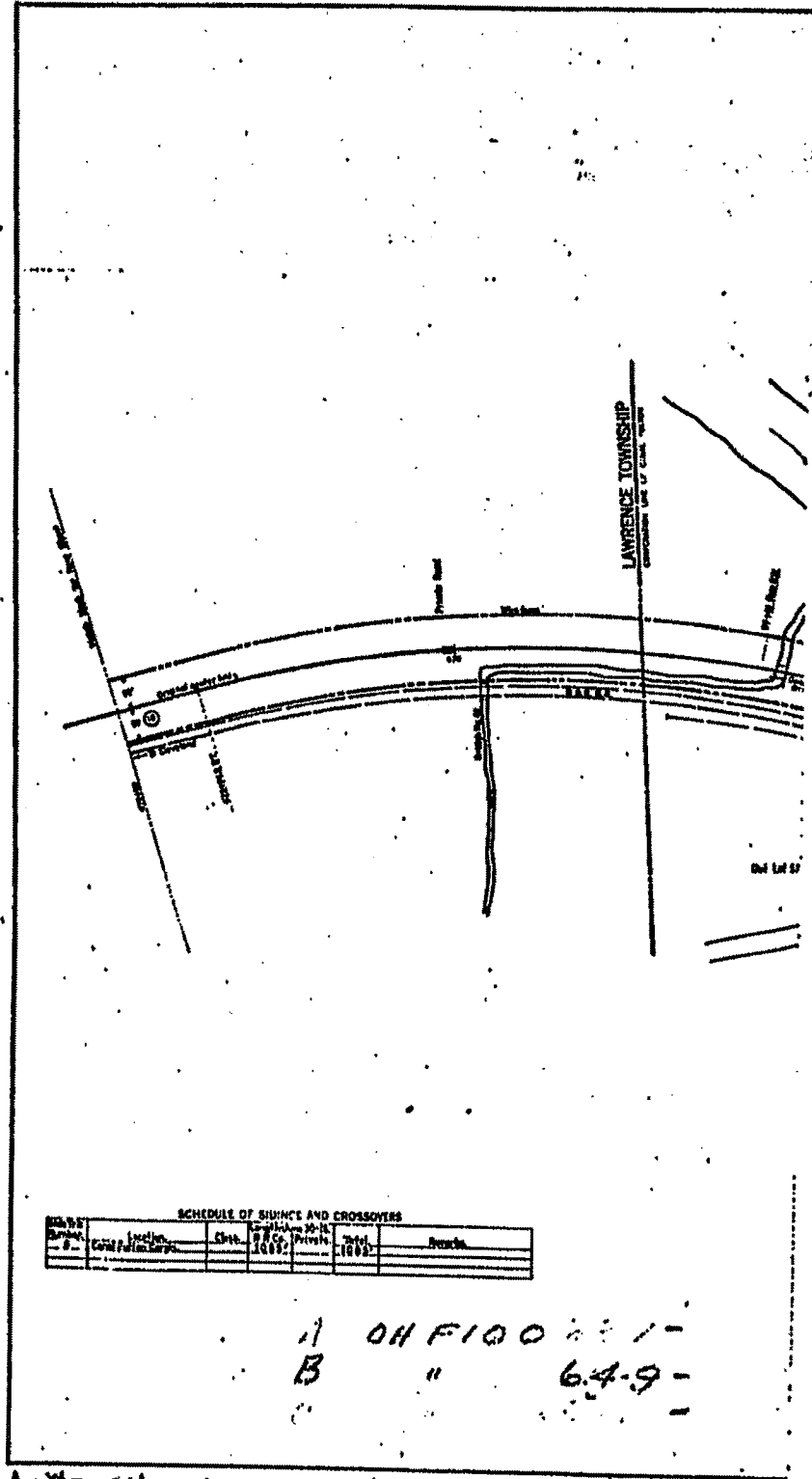
V.1
 6112

1"=200'

19 of 20

66.

232



SCHEDULE OF SINKING AND CROSSOVERS						
Station	Location	Station	Station	Station	Station	Station
1000	1000	1000	1000	1000	1000	1000
1000	1000	1000	1000	1000	1000	1000
1000	1000	1000	1000	1000	1000	1000

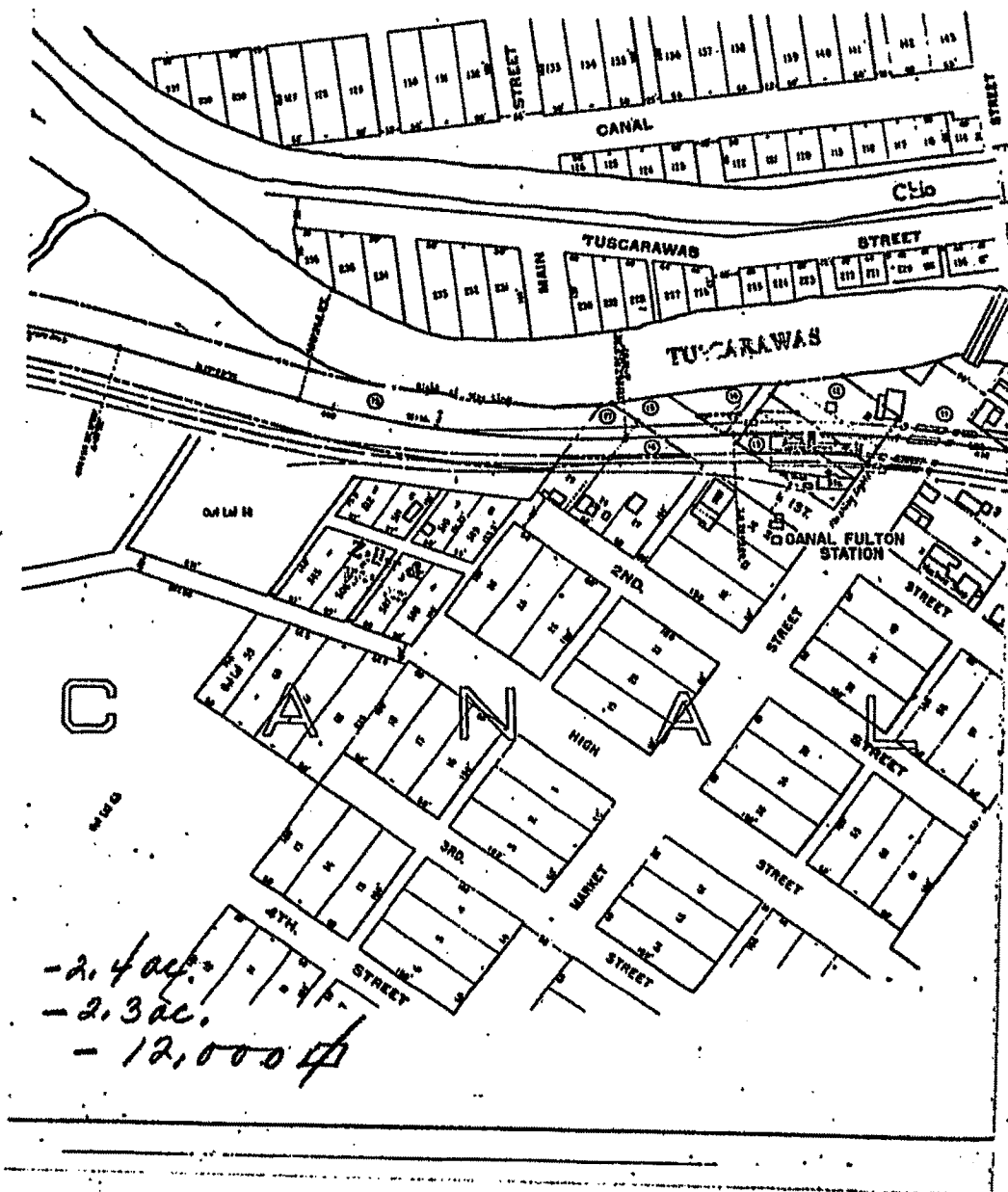
A 04 F100 1-
 B " 6.4-9-
 C " "

286

AT 32 M 12/13/14

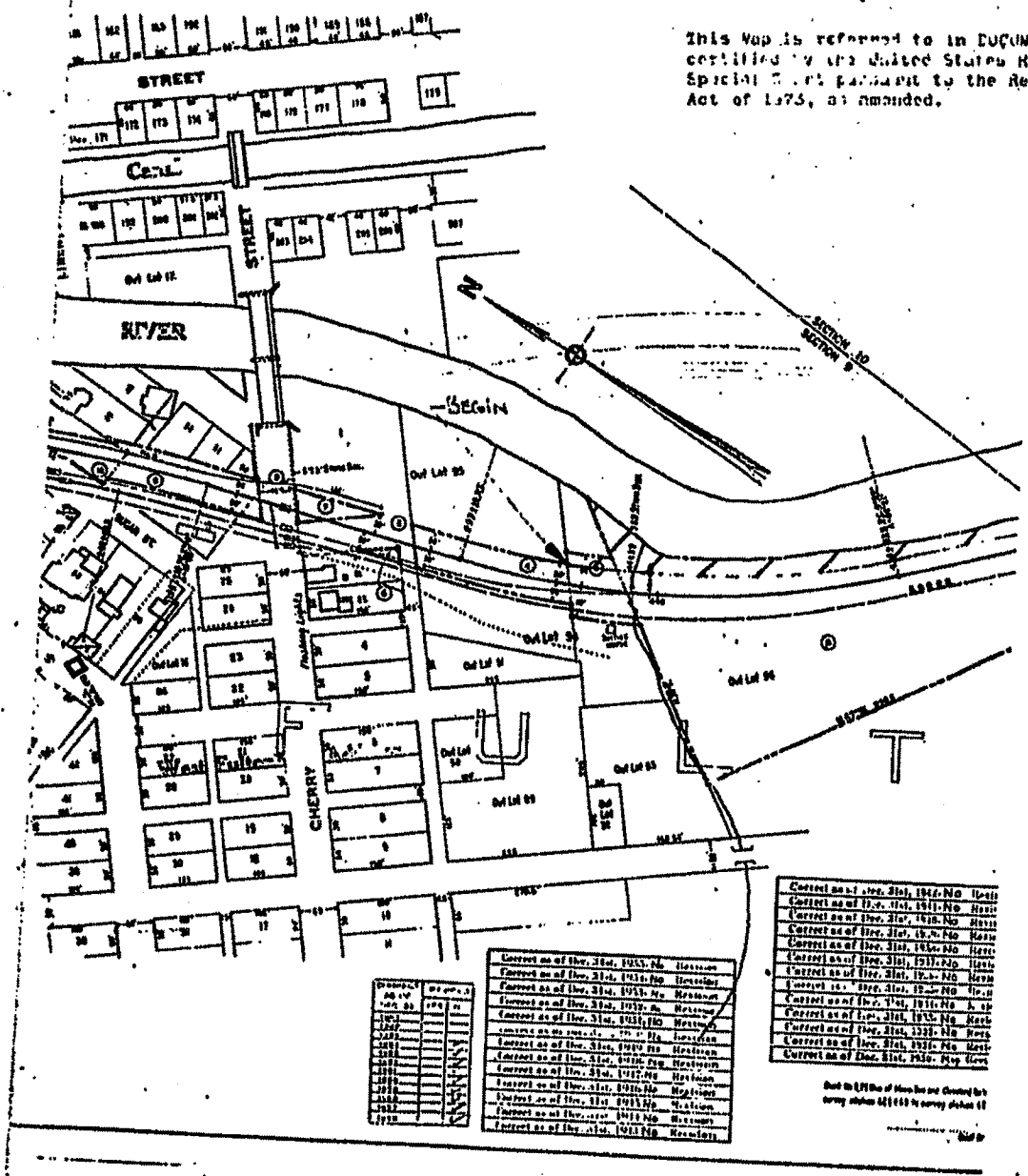
- 48 -

STARK C

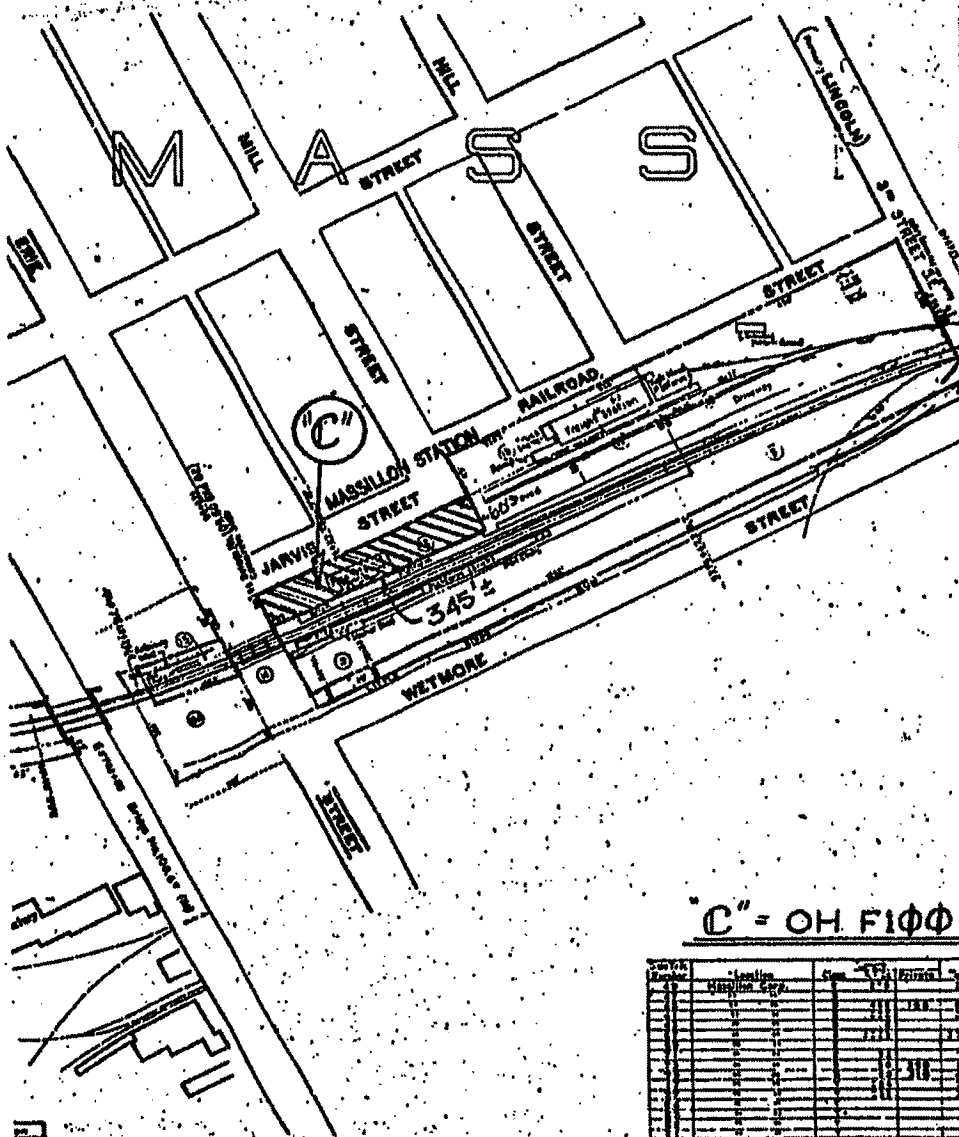


COUNTY, OHIO
T. 14. S. 10. W.

This Map is referred to in EUGENE
certified by the United States Re
Special Survey pursuant to the Reg
Act of 1875, as amended.



STARK CO



"C" - OH FIΦΦ

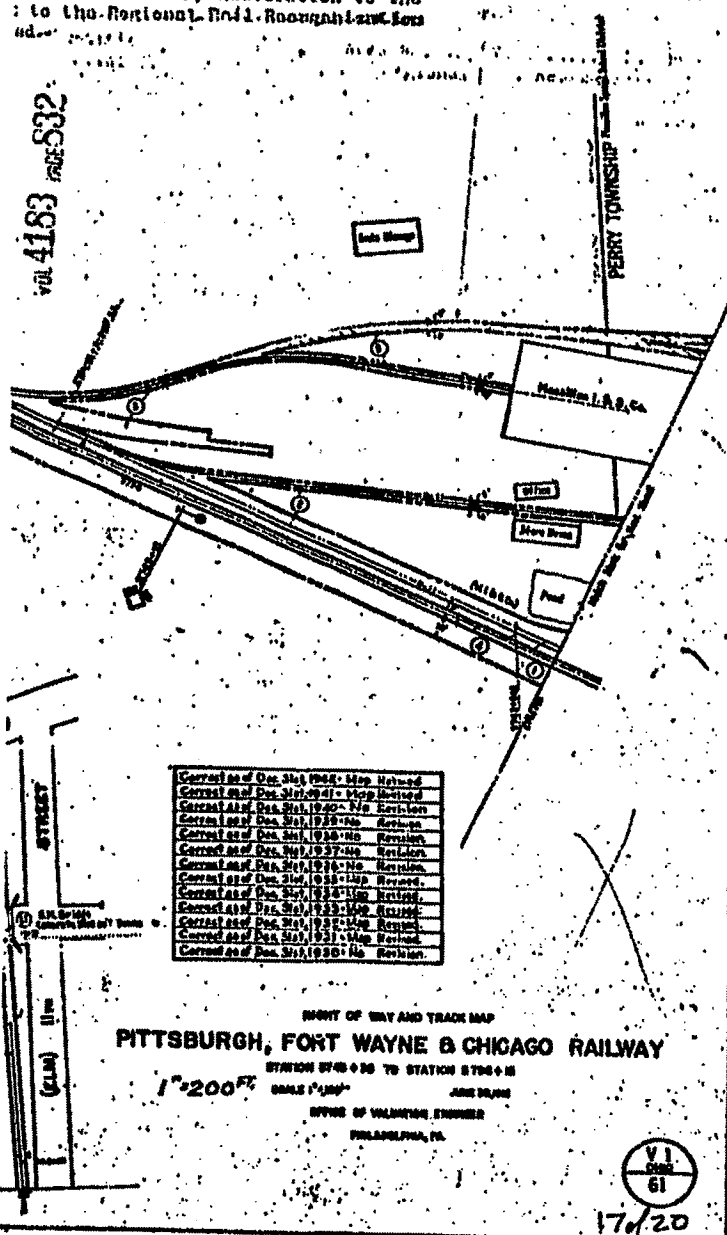
Block	Lot	Owner	Area	Value	Remarks
100	1	Stark Co	1.00	100.00	
100	2	Stark Co	1.00	100.00	
100	3	Stark Co	1.00	100.00	
100	4	Stark Co	1.00	100.00	
100	5	Stark Co	1.00	100.00	
100	6	Stark Co	1.00	100.00	
100	7	Stark Co	1.00	100.00	
100	8	Stark Co	1.00	100.00	
100	9	Stark Co	1.00	100.00	
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100	11	Stark Co	1.00	100.00	
100	12	Stark Co	1.00	100.00	
100	13	Stark Co	1.00	100.00	
100	14	Stark Co	1.00	100.00	
100	15	Stark Co	1.00	100.00	
100	16	Stark Co	1.00	100.00	
100	17	Stark Co	1.00	100.00	
100	18	Stark Co	1.00	100.00	
100	19	Stark Co	1.00	100.00	
100	20	Stark Co	1.00	100.00	

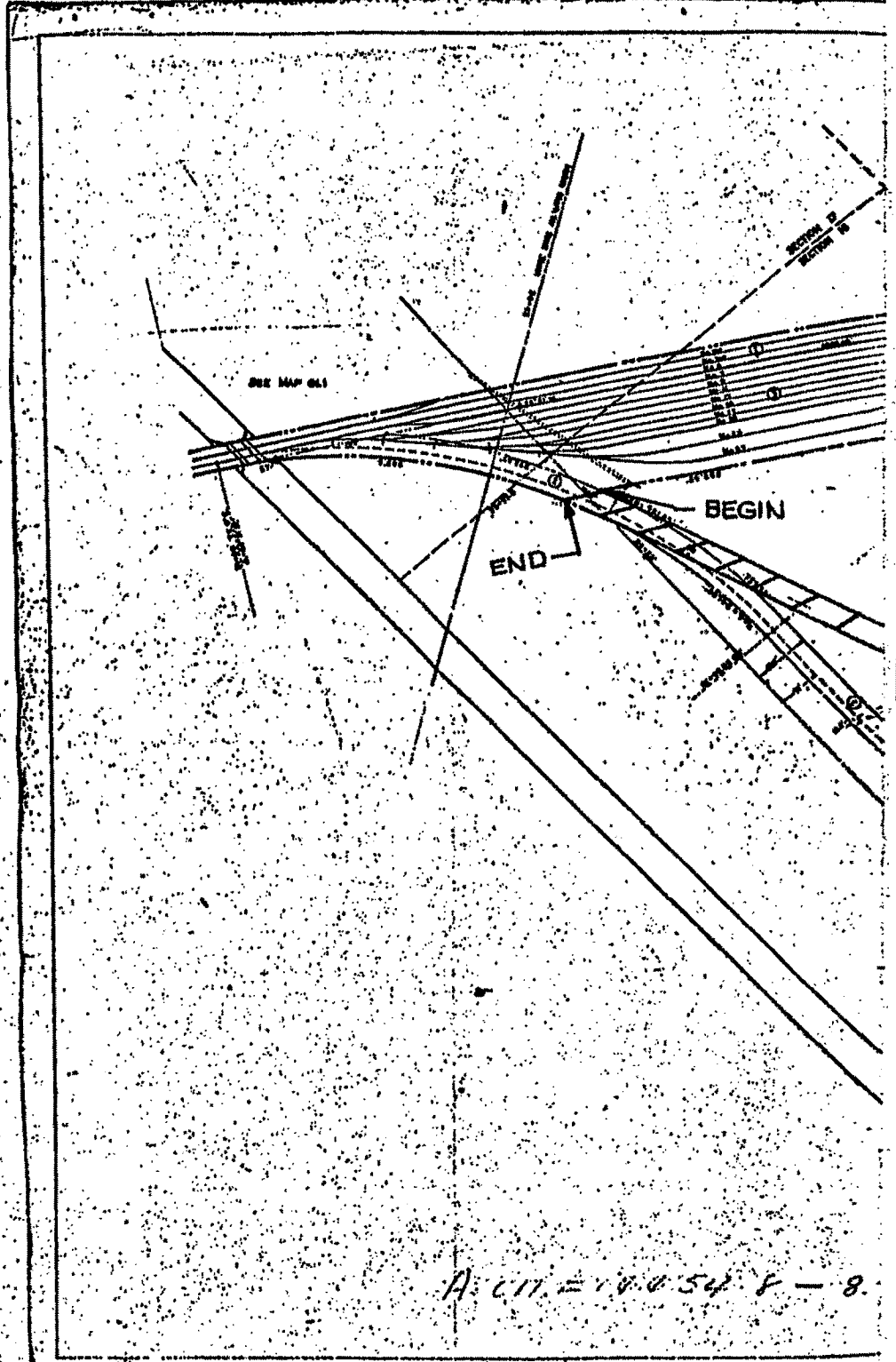
Block	Lot	Owner	Area	Value	Remarks
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100	2	Stark Co	1.00	100.00	
100	3	Stark Co	1.00	100.00	
100	4	Stark Co	1.00	100.00	
100	5	Stark Co	1.00	100.00	
100	6	Stark Co	1.00	100.00	
100	7	Stark Co	1.00	100.00	
100	8	Stark Co	1.00	100.00	
100	9	Stark Co	1.00	100.00	
100	10	Stark Co	1.00	100.00	
100	11	Stark Co	1.00	100.00	
100	12	Stark Co	1.00	100.00	
100	13	Stark Co	1.00	100.00	
100	14	Stark Co	1.00	100.00	
100	15	Stark Co	1.00	100.00	
100	16	Stark Co	1.00	100.00	
100	17	Stark Co	1.00	100.00	
100	18	Stark Co	1.00	100.00	
100	19	Stark Co	1.00	100.00	
100	20	Stark Co	1.00	100.00	

2402-109.6

PFTW+E-C.RC-RP-18

4183 532



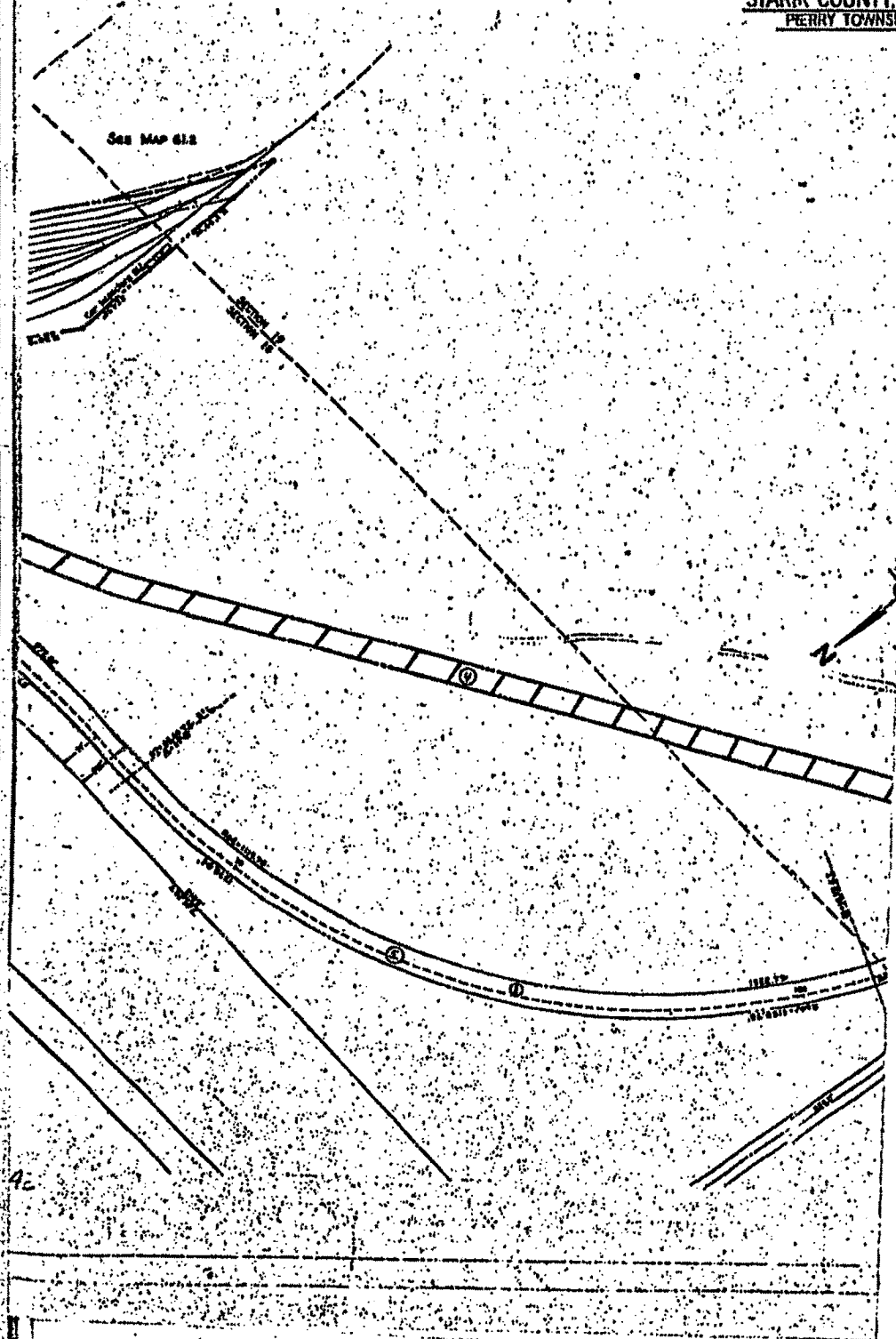


A. C. 11. = 10.0548 - 8.

R.M. 2558

2-857

STARKE COUNTY, I
PERRY TOWNSHIP

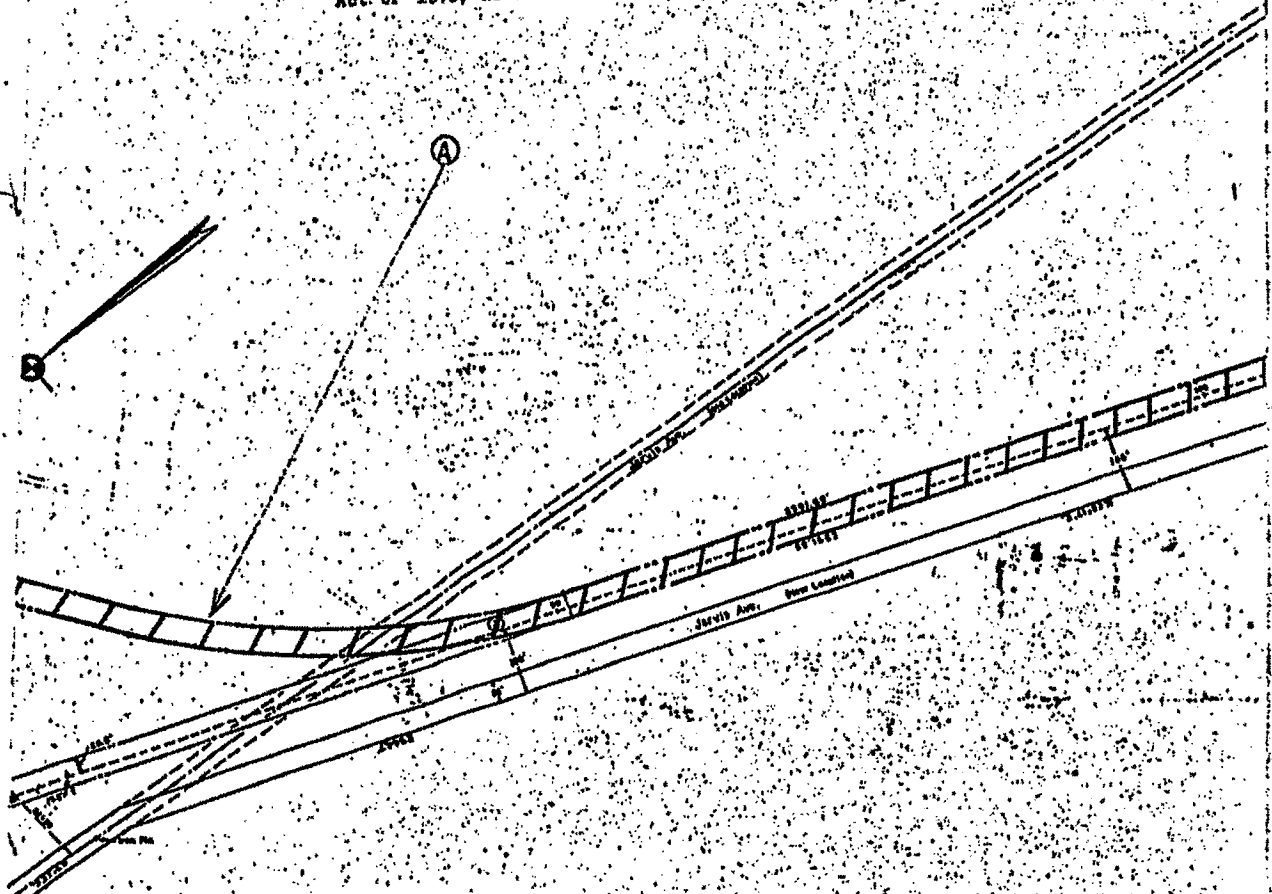


OHIO
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This Map is referred to in DOCUMENT NO. **PFTW-C-CRC-RP-18**
certified by the United States Railway Association to the
Special Court pursuant to the Regional Rail Reorganization
Act of 1973, as amended.



REVISION	DATE	BY	NO.
1	1973	...	...
2	1973	...	...
3	1973	...	...
4	1973	...	...
5	1973	...	...
6	1973	...	...
7	1973	...	...
8	1973	...	...
9	1973	...	...
10	1973	...	...

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Correct as of Dec. 31st, 1973: No Revision

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Correct as of Dec. 31st, 1993: No Revision

Sheet No. 1426 V.T. One of Pittsburgh and Wayne & Chicago
Subway Line Survey Station 50+00 to Survey Station 50+25

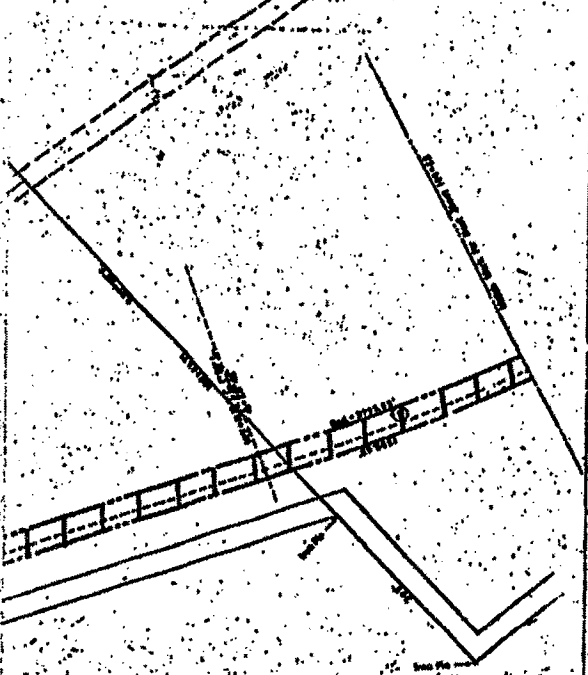
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Correct as of Dec. 31, 2020: No Revision
Correct as of Dec. 31, 2021: No Revision
Correct as of Dec. 31, 2022: No Revision
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Correct as of Dec. 31, 2026: No Revision
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Correct as of Dec. 31, 2030: No Revision

2857

4182 836

2402 109

ION SUB	SHEET	REAL ESTATE
2	6111	5
DIV. NUMBER		REGION



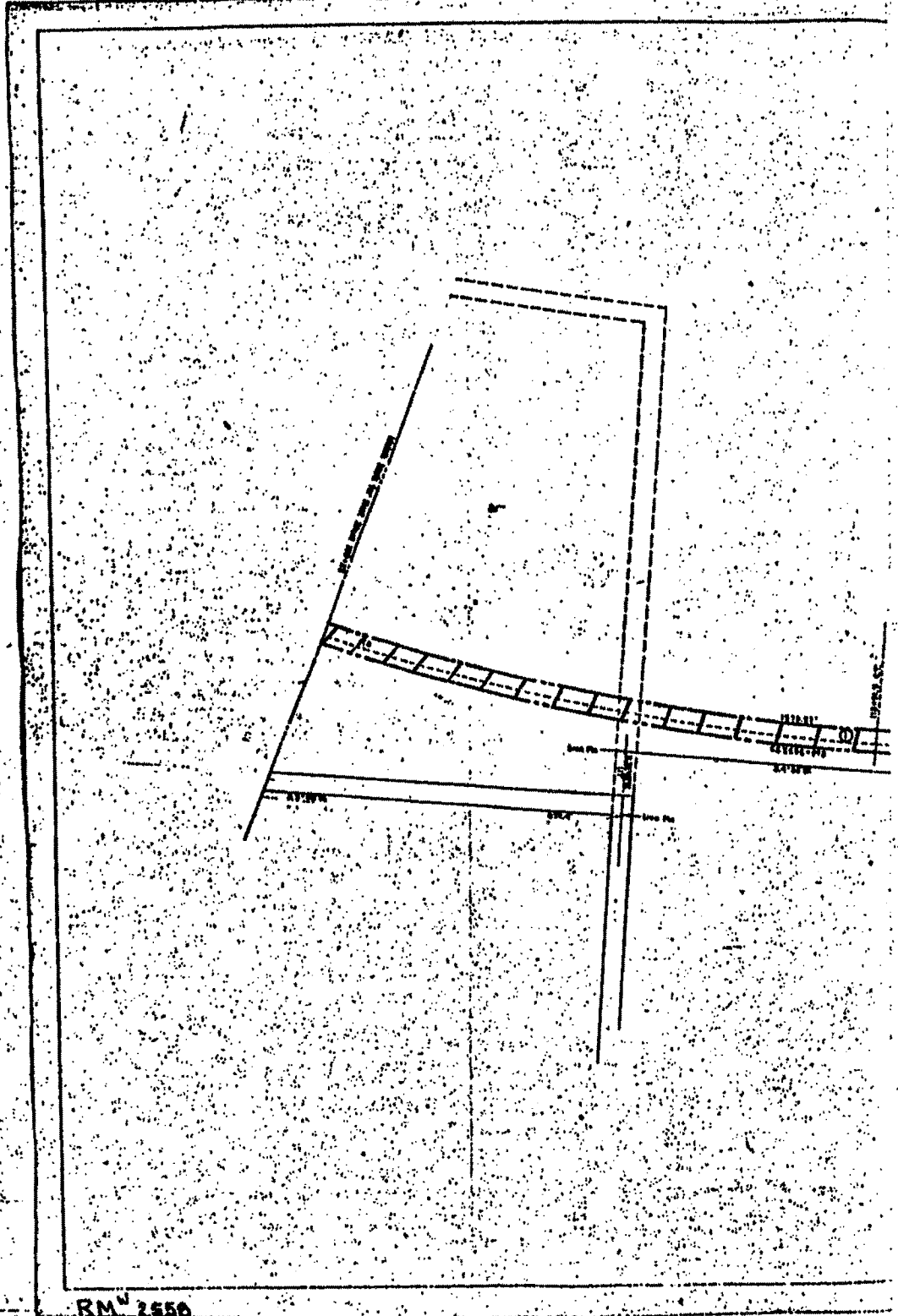
THIS TRACING IS 50% ORIGINAL SIZE
DRAFTSMAN TO DOUBLE SCALE

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 84+45 TO STATION 100+00
SCALE: 1" = 200'
OFFICE OF THE ENGINEER
PITTSBURGH, PA.



1"=200'

18 of 20

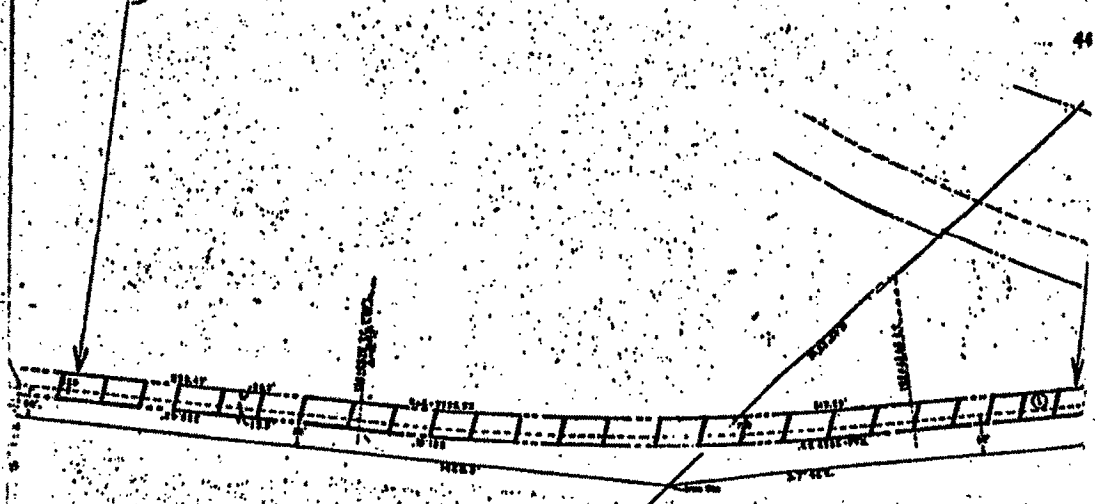


2856 RM 2550

STARK COUNTY, OHIO
PERRY TOWNSHIP

11-12-13-14-15-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100

(A) - CONT'D



AD. NO.	AD. NO.	AD. NO.
1	2	3
4	5	6
7	8	9
10	11	12
13	14	15
16	17	18
19	20	21
22	23	24
25	26	27
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34	35	36
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40	41	42
43	44	45
46	47	48
49	50	51
52	53	54
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58	59	60
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64	65	66
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73	74	75
76	77	78
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82	83	84
85	86	87
88	89	90
91	92	93
94	95	96
97	98	99
100		

Vol 4183 No 840

2402-109

ILLUATION SUB	SHEET	REAL ESTATE
REGION DIV. NUMBER	NUMBER	REGION
1342 -	64.12	5

STW-C-CPC-RP-18
ocation to the
1 Reorganization

THIS TRACING IS 50% ORIGINAL SIZE
DRAFTSMAN TO DOUBLE SCALE

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE

PENNSYLVANIA COMPANY
EASTERN DIVISION

STATION 100+00 TO STATION 100+32.32
SCALE: 1" = 100 FT. DATE: 10/10/10

OFFICE OF THE ENGINEER
PITTSBURGH, PA.

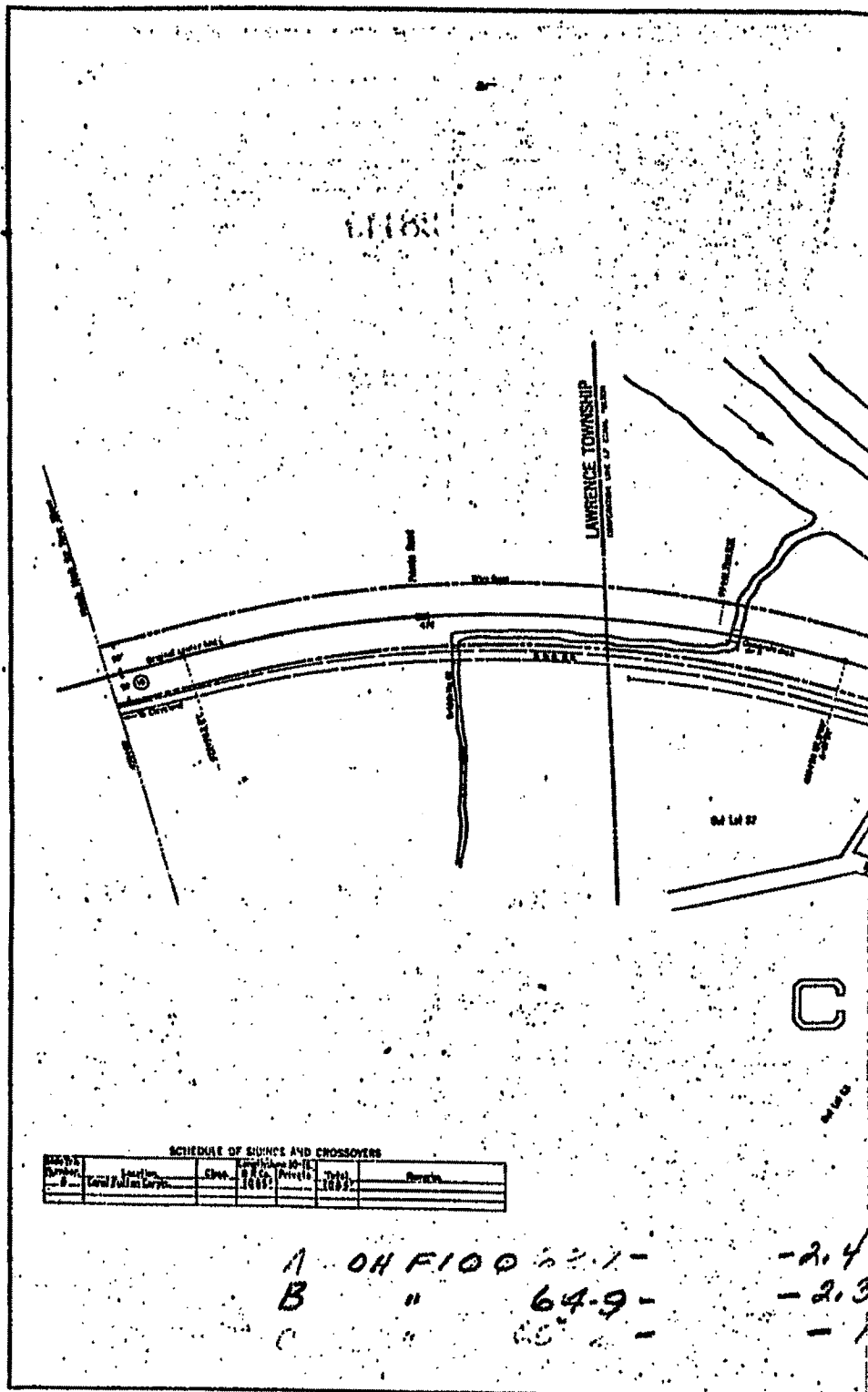


1"=200'

19 of 20

66.

232



SCHEDULE OF SUNDAYS AND CROSSOVERS

DATE	TIME	FROM	TO	THRU	THRU
10-1-1965	10:00	10:00	10:00	10:00	10:00

A - ON F100 62.7 - -2.4
 B " 64.9 - -2.3
 C " 66.1 - -1.1

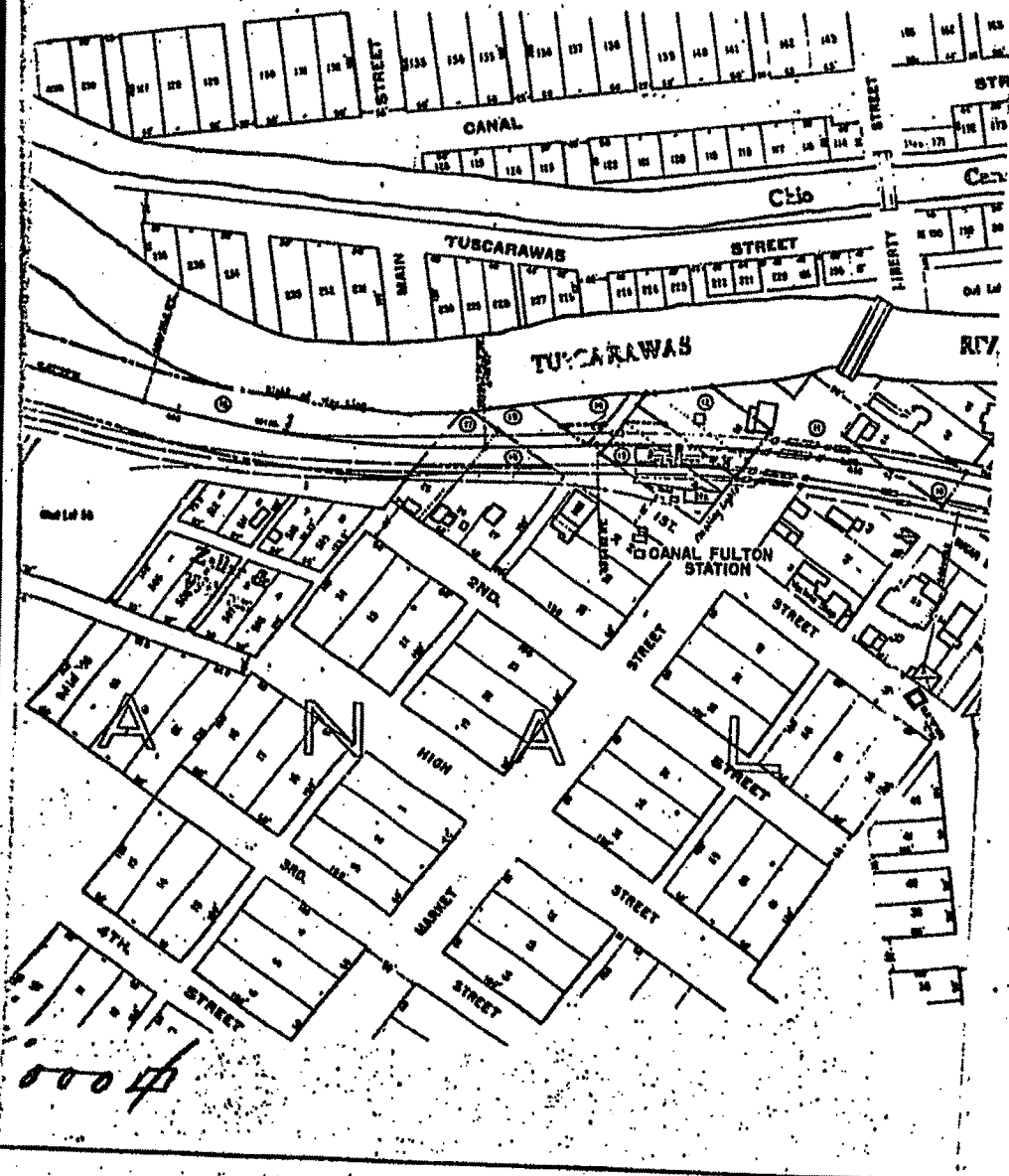
2860

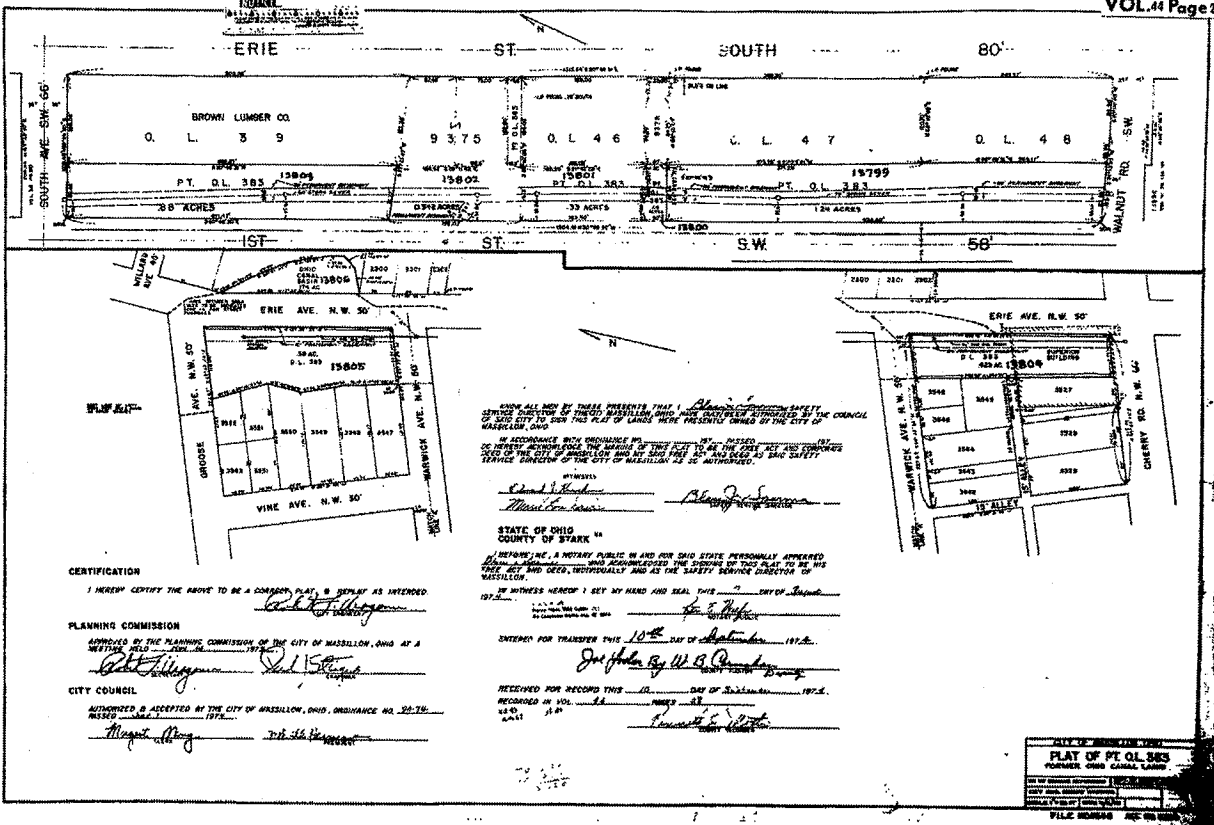
AT 32. M 12/3 & 14.

- 10 -

STARK COUNTY, O

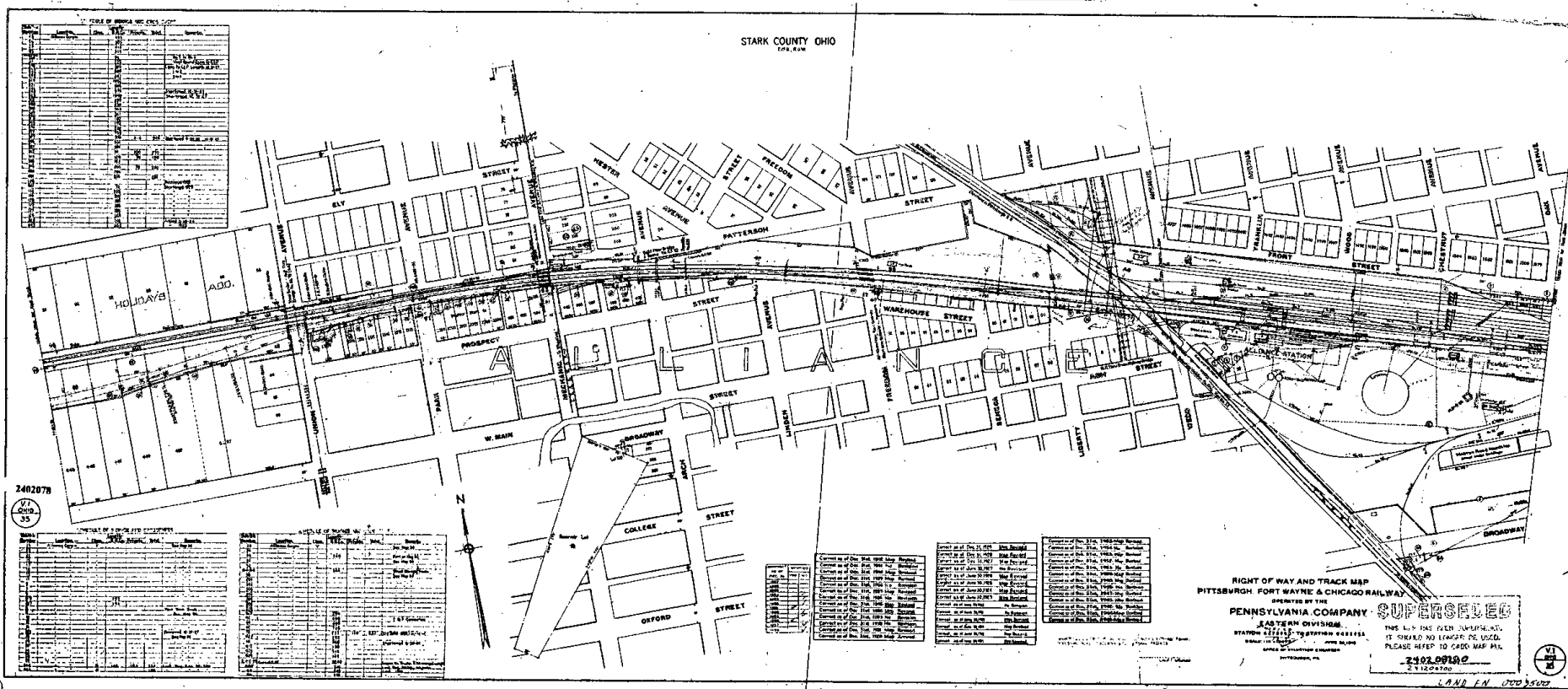
T 1 N, R 10 W





STARK COUNTY OHIO
E.P.S. R.M.

RIGHT OF WAY AND TRACK MAP
PITTSBURGH FORT WAYNE & CHICAGO RAILWAY
OWNED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION DETAILS TO STATION HOUSES
MADE IN 1914 BY JAMES H. BLOOM
ENGINEER OF TRACKS AND RAILROADS
PITTSBURGH, PA.
SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED
BY CHICAGO & NORTHWESTERN RAILWAY
PLEASE REFER TO CADD MAP FOR
240100100
240100100



STARK COUNTY, OHIO
LEONARD TOWNSHIP
T. 10 N. R. 10 E.

2402082
V.1
CHM
27

RECORD OF WORKS AND CONSTRUCTION

DATE	DESCRIPTION	BY	APPROVED

STATION

STATION	DATE	DESCRIPTION

Station of the 1st P.C. 100+00	Station of the 1st P.T. 100+00	Station of the 1st P.C. 100+00	Station of the 1st P.T. 100+00
Station of the 2nd P.C. 100+00	Station of the 2nd P.T. 100+00	Station of the 2nd P.C. 100+00	Station of the 2nd P.T. 100+00
Station of the 3rd P.C. 100+00	Station of the 3rd P.T. 100+00	Station of the 3rd P.C. 100+00	Station of the 3rd P.T. 100+00
Station of the 4th P.C. 100+00	Station of the 4th P.T. 100+00	Station of the 4th P.C. 100+00	Station of the 4th P.T. 100+00
Station of the 5th P.C. 100+00	Station of the 5th P.T. 100+00	Station of the 5th P.C. 100+00	Station of the 5th P.T. 100+00
Station of the 6th P.C. 100+00	Station of the 6th P.T. 100+00	Station of the 6th P.C. 100+00	Station of the 6th P.T. 100+00
Station of the 7th P.C. 100+00	Station of the 7th P.T. 100+00	Station of the 7th P.C. 100+00	Station of the 7th P.T. 100+00
Station of the 8th P.C. 100+00	Station of the 8th P.T. 100+00	Station of the 8th P.C. 100+00	Station of the 8th P.T. 100+00
Station of the 9th P.C. 100+00	Station of the 9th P.T. 100+00	Station of the 9th P.C. 100+00	Station of the 9th P.T. 100+00
Station of the 10th P.C. 100+00	Station of the 10th P.T. 100+00	Station of the 10th P.C. 100+00	Station of the 10th P.T. 100+00

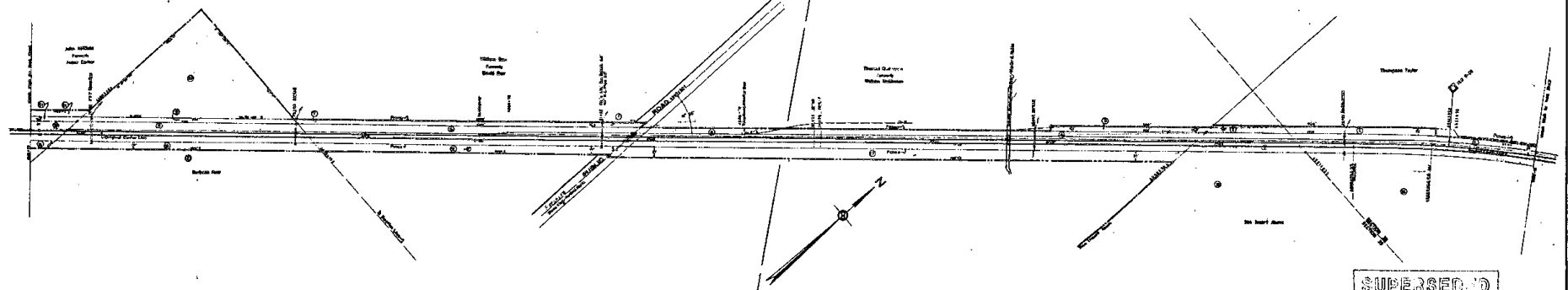
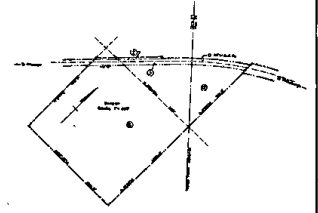
Station of the 1st P.C. 100+00	Station of the 1st P.T. 100+00	Station of the 1st P.C. 100+00	Station of the 1st P.T. 100+00
Station of the 2nd P.C. 100+00	Station of the 2nd P.T. 100+00	Station of the 2nd P.C. 100+00	Station of the 2nd P.T. 100+00
Station of the 3rd P.C. 100+00	Station of the 3rd P.T. 100+00	Station of the 3rd P.C. 100+00	Station of the 3rd P.T. 100+00
Station of the 4th P.C. 100+00	Station of the 4th P.T. 100+00	Station of the 4th P.C. 100+00	Station of the 4th P.T. 100+00
Station of the 5th P.C. 100+00	Station of the 5th P.T. 100+00	Station of the 5th P.C. 100+00	Station of the 5th P.T. 100+00
Station of the 6th P.C. 100+00	Station of the 6th P.T. 100+00	Station of the 6th P.C. 100+00	Station of the 6th P.T. 100+00
Station of the 7th P.C. 100+00	Station of the 7th P.T. 100+00	Station of the 7th P.C. 100+00	Station of the 7th P.T. 100+00
Station of the 8th P.C. 100+00	Station of the 8th P.T. 100+00	Station of the 8th P.C. 100+00	Station of the 8th P.T. 100+00
Station of the 9th P.C. 100+00	Station of the 9th P.T. 100+00	Station of the 9th P.C. 100+00	Station of the 9th P.T. 100+00
Station of the 10th P.C. 100+00	Station of the 10th P.T. 100+00	Station of the 10th P.C. 100+00	Station of the 10th P.T. 100+00

SUPPLEMENTED
THIS MAP IS A PART OF THE
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
MAPS. PLEASE SEE MAP NO.
240208480

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 047012 TO STATION 048010
SCALE 1"=100 FT.
JUNE 1908
OFFICE OF ENGINEERING & CONSTRUCTION
PITTSBURGH, PA.

V.1
37

STARK COUNTY, OHIO
LEXINGTON TOWNSHIP
T. 19 N. R. 2 E.



SCHEDULE OF RAILROADS AND CARRIAGES

Line	Station	Time	Days	Notes
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
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9	...	...	...	...
10	...	...	...	...

2492084
38

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SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED.
IT SHOULD NOT BE USED.
P.S. & L. 11, 11500 MAP NO.
24920850

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OWNED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 422100 TO STATION 422175
SCALE: 1" = 1000 FT.
DATE: 1910
OFFICE OF THE ENGINEER
PITTSBURGH, PA.

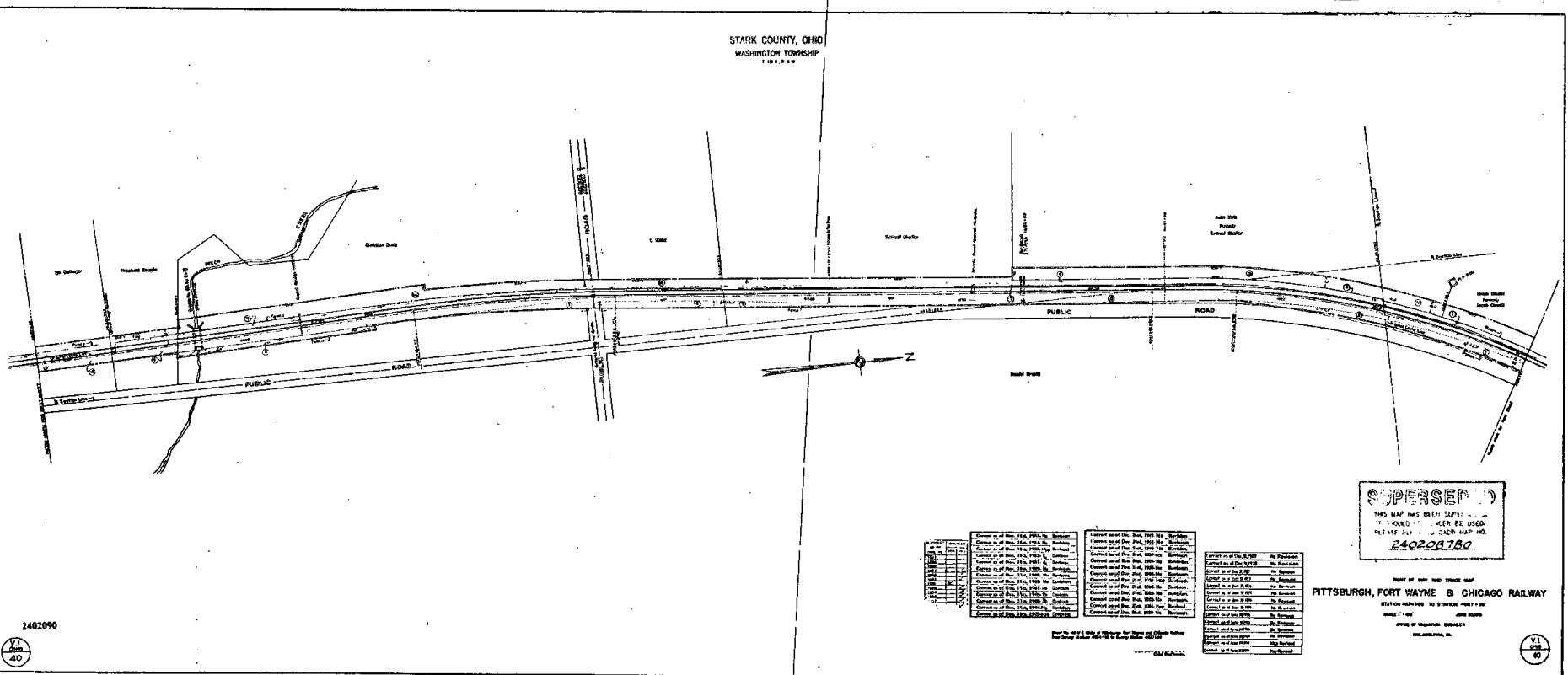
38

[illegible]

REPORT OF DAY AND TRADE MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
STATION 4254 + 76 TO STATION 4254 + 66
MILE 7.467 AREA 54.000
GRADE OF VALLEY BOTTOMS :
PITTSBURGH, PA., 1910

✓ 7372-10 12 2402 mp 86.8-87.8

STARK COUNTY, OHIO
WASHINGTON TOWNSHIP
1871-1900



SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED BY
17 YEARS - WHEN BE USED
PLEASE BUY 1 IN CASE MAP NO.
240208780

Section	Owner	Acres	Value	Notes
1	John Doe	100	\$1000	
2	John Doe	100	\$1000	
3	John Doe	100	\$1000	
4	John Doe	100	\$1000	
5	John Doe	100	\$1000	
6	John Doe	100	\$1000	
7	John Doe	100	\$1000	
8	John Doe	100	\$1000	
9	John Doe	100	\$1000	
10	John Doe	100	\$1000	
11	John Doe	100	\$1000	
12	John Doe	100	\$1000	
13	John Doe	100	\$1000	
14	John Doe	100	\$1000	
15	John Doe	100	\$1000	
16	John Doe	100	\$1000	
17	John Doe	100	\$1000	
18	John Doe	100	\$1000	
19	John Doe	100	\$1000	
20	John Doe	100	\$1000	
21	John Doe	100	\$1000	
22	John Doe	100	\$1000	
23	John Doe	100	\$1000	
24	John Doe	100	\$1000	
25	John Doe	100	\$1000	
26	John Doe	100	\$1000	
27	John Doe	100	\$1000	
28	John Doe	100	\$1000	
29	John Doe	100	\$1000	
30	John Doe	100	\$1000	
31	John Doe	100	\$1000	
32	John Doe	100	\$1000	
33	John Doe	100	\$1000	
34	John Doe	100	\$1000	
35	John Doe	100	\$1000	
36	John Doe	100	\$1000	
37	John Doe	100	\$1000	
38	John Doe	100	\$1000	
39	John Doe	100	\$1000	
40	John Doe	100	\$1000	

PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY

2402090
VI
40

VI
40

STARK COUNTY, OHIO
WASHINGTON TOWNSHIP
1:10" = 1" = 20'

MAUMEE RIVER

MAUMEE STATION

SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED.
IT SHOULD NOT BE USED.
PLEASE REFER TO EACH MAP NO.
240208000

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
UNDERSIGNED BY THE
PENNYSYLVANIA COMPANY
EASTERN DIVISION
STATION 458135 TO STATION 476812
SCALE: 1" = 1000' FEET
OFFICE OF THE ENGINEER
PITTSBURGH, PA.

2402092

VI
41

VI
41

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 4587935 TO STATION 4789918
SHEET NO. 1 OF 25
JUNE 26, 1910
OFFICE OF RAILROAD ENGINEERS
INDIANAPOLIS, IN.

[illegible]

1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375</
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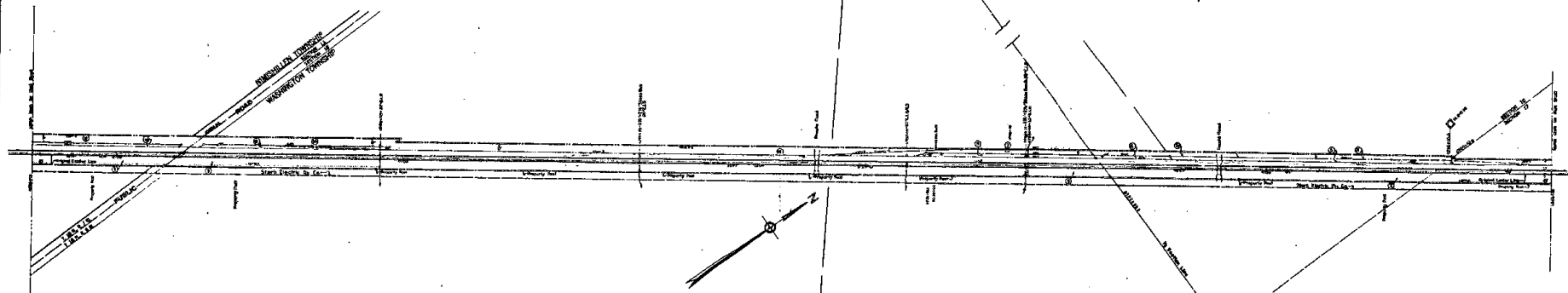
SCHEDULE OF ASSETS AND LIABILITIES					
ASSETS	LIABILITIES	ASSETS	LIABILITIES	ASSETS	LIABILITIES
1. Cash	2. Accounts Payable	3. Accounts Receivable	4. Inventory	5. Prepaid Expenses	6. Other Assets
7. Total Assets	8. Total Liabilities	9. Total Assets	10. Total Liabilities	11. Total Assets	12. Total Liabilities

1402092

V.I.
Q112
41



STARK COUNTY, OHIO



STATION DATA

STATION	TYPE	DATE	REMARKS
STARK COUNTY, OHIO	STATION	1940	STATION
STARK COUNTY, OHIO	STATION	1940	STATION
STARK COUNTY, OHIO	STATION	1940	STATION

2402094
VI
42

STATION	TYPE	DATE	REMARKS
STARK COUNTY, OHIO	STATION	1940	STATION
STARK COUNTY, OHIO	STATION	1940	STATION
STARK COUNTY, OHIO	STATION	1940	STATION

STATION	TYPE	DATE	REMARKS
STARK COUNTY, OHIO	STATION	1940	STATION
STARK COUNTY, OHIO	STATION	1940	STATION
STARK COUNTY, OHIO	STATION	1940	STATION

STATION	TYPE	DATE	REMARKS
STARK COUNTY, OHIO	STATION	1940	STATION
STARK COUNTY, OHIO	STATION	1940	STATION
STARK COUNTY, OHIO	STATION	1940	STATION

SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED.
IT SHOULD NO LONGER BE USED.
PLEASE REFER TO CARD MAP NO.
240208980

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 478116 TO STATION 478118
SCALE: 1" = 100 FT.
JUNE 1940
OFFICE OF TRACKS AND RAILROADS
PITTSBURGH, PA.

VI
42

VS 7842-11 10-0000 MP 11.0-11.0

STARK COUNTY, OHIO
WHEELER TOWNSHIP
1914, A.T.M.

SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED.
IT SHOULD NOT BE USED.
PLEASE REFER TO LATEST MAP NO.
240209080

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OWNED BY THE

PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 478125 TO STATION 484875
SCALE: 1 IN. = 1 MI.
OFFICE OF THE ENGINEER, PITTSBURGH, PA.

WORKSHEET OF RECORD AND PROGRESS

DATE	BY	REMARKS

STATION	DATE	BY	REMARKS
478125	1914		
478150	1914		
478175	1914		
478200	1914		
478225	1914		
478250	1914		
478275	1914		
478300	1914		
478325	1914		
478350	1914		
478375	1914		
478400	1914		
478425	1914		
478450	1914		
478475	1914		
478500	1914		
478525	1914		
478550	1914		
478575	1914		
478600	1914		
478625	1914		
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478675	1914		
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478725	1914		
478750	1914		
478775	1914		
478800	1914		
478825	1914		
478850	1914		
478875	1914		
478900	1914		
478925	1914		
478950	1914		
478975	1914		
479000	1914		

2402096

VI
43

VS 7844-10 LC 4844 MP 91.5-91.8

STARK COUNTY, OHIO
HINSHLEIGH TOWNSHIP
T 460155

SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED.
IT SHOULD BE UNDER 21 DAYS.
PLEASE RETURN TO CHICAGO AND P.D.
240209/180

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 460155 TO STATION 460225
SCALE 1/4" = 100' FEET
PITTSBURGH, PA.

Station	Track	Right of Way	Notes
460155	1	100'	
460155	2	100'	
460155	3	100'	
460155	4	100'	
460155	5	100'	
460155	6	100'	
460155	7	100'	
460155	8	100'	
460155	9	100'	
460155	10	100'	
460155	11	100'	
460155	12	100'	
460155	13	100'	
460155	14	100'	
460155	15	100'	
460155	16	100'	
460155	17	100'	
460155	18	100'	
460155	19	100'	
460155	20	100'	
460155	21	100'	
460155	22	100'	
460155	23	100'	
460155	24	100'	
460155	25	100'	
460155	26	100'	
460155	27	100'	
460155	28	100'	
460155	29	100'	
460155	30	100'	
460155	31	100'	
460155	32	100'	
460155	33	100'	
460155	34	100'	
460155	35	100'	
460155	36	100'	
460155	37	100'	
460155	38	100'	
460155	39	100'	
460155	40	100'	
460155	41	100'	
460155	42	100'	
460155	43	100'	
460155	44	100'	
460155	45	100'	
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460155	50	100'	
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460155	52	100'	
460155	53	100'	
460155	54	100'	
460155	55	100'	
460155	56	100'	
460155	57	100'	
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460155	59	100'	
460155	60	100'	
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460155	64	100'	
460155	65	100'	
460155	66	100'	
460155	67	100'	
460155	68	100'	
460155	69	100'	
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460155	72	100'	
460155	73	100'	
460155	74	100'	
460155	75	100'	
460155	76	100'	
460155	77	100'	
460155	78	100'	
460155	79	100'	
460155	80	100'	
460155	81	100'	
460155	82	100'	
460155	83	100'	
460155	84	100'	
460155	85	100'	
460155	86	100'	
460155	87	100'	
460155	88	100'	
460155	89	100'	
460155	90	100'	
460155	91	100'	

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 400075 TO STATION 010000
SCALE: 1" = 1 MILE
OFFICE OF THE ENGINEER
PITTSBURGH, PA.

Case No.	Case Name	Case No.	Case Name	Case No.	Case Name	Case No.	Case Name
1	Case 1	2	Case 2	3	Case 3	4	Case 4
5	Case 5	6	Case 6	7	Case 7	8	Case 8
9	Case 9	10	Case 10	11	Case 11	12	Case 12
13	Case 13	14	Case 14	15	Case 15	16	Case 16
17	Case 17	18	Case 18	19	Case 19	20	Case 20
21	Case 21	22	Case 22	23	Case 23	24	Case 24
25	Case 25	26	Case 26	27	Case 27	28	Case 28
29	Case 29	30	Case 30	31	Case 31	32	Case 32
33	Case 33	34	Case 34	35	Case 35	36	Case 36
37	Case 37	38	Case 38	39	Case 39	40	Case 40
41	Case 41	42	Case 42	43	Case 43	44	Case 44
45	Case 45	46	Case 46	47	Case 47	48	Case 48
49	Case 49	50	Case 50	51	Case 51	52	Case 52
53	Case 53	54	Case 54	55	Case 55	56	Case 56
57	Case 57	58	Case 58	59	Case 59	60	Case 60
61	Case 61	62	Case 62	63	Case 63	64	Case 64
65	Case 65	66	Case 66	67	Case 67	68	Case 68
69	Case 69	70	Case 70	71	Case 71	72	Case 72
73	Case 73	74	Case 74	75	Case 75	76	Case 76
77	Case 77	78	Case 78	79	Case 79	80	Case 80
81	Case 81	82	Case 82	83	Case 83	84	Case 84
85	Case 85	86	Case 86	87	Case 87	88	Case 88
89	Case 89	90	Case 90	91	Case 91	92	Case 92
93	Case 93	94	Case 94	95	Case 95	96	Case 96
97	Case 97	98	Case 98	99	Case 99	100	Case 100



STARK COUNTY, OHIO
NIMSHILL TOWNSHIP
T. 18 N. R. 7 W.

SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED.
IT SHOULD NOT BE USED.
PLEASE REFER TO CARD MAP NO.
240209280

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 452410 TO STATION 452515
SCALE: 1 IN. = 1 MI.
DRAWN BY: [Name]
CHECKED BY: [Name]

STATIONING

STATION	TRACK	GRADE	REMARKS
452410	1	10.0	START OF GRADE
452415	1	10.5	GRADUAL RISE
452420	1	11.0	GRADUAL RISE
452425	1	11.5	GRADUAL RISE
452430	1	12.0	GRADUAL RISE
452435	1	12.5	GRADUAL RISE
452440	1	13.0	GRADUAL RISE
452445	1	13.5	GRADUAL RISE
452450	1	14.0	GRADUAL RISE
452455	1	14.5	GRADUAL RISE
452460	1	15.0	GRADUAL RISE
452465	1	15.5	GRADUAL RISE
452470	1	16.0	GRADUAL RISE
452475	1	16.5	GRADUAL RISE
452480	1	17.0	GRADUAL RISE
452485	1	17.5	GRADUAL RISE
452490	1	18.0	GRADUAL RISE
452495	1	18.5	GRADUAL RISE
452500	1	19.0	GRADUAL RISE
452505	1	19.5	GRADUAL RISE
452510	1	20.0	GRADUAL RISE
452515	1	20.5	GRADUAL RISE
452520	1	21.0	GRADUAL RISE
452525	1	21.5	GRADUAL RISE
452530	1	22.0	GRADUAL RISE
452535	1	22.5	GRADUAL RISE
452540	1	23.0	GRADUAL RISE
452545	1	23.5	GRADUAL RISE
452550	1	24.0	GRADUAL RISE
452555	1	24.5	GRADUAL RISE
452560	1	25.0	GRADUAL RISE
452565	1	25.5	GRADUAL RISE
452570	1	26.0	GRADUAL RISE
452575	1	26.5	GRADUAL RISE
452580	1	27.0	GRADUAL RISE
452585	1	27.5	GRADUAL RISE
452590	1	28.0	GRADUAL RISE
452595	1	28.5	GRADUAL RISE
452600	1	29.0	GRADUAL RISE
452605	1	29.5	GRADUAL RISE
452610	1	30.0	GRADUAL RISE
452615	1	30.5	GRADUAL RISE
452620	1	31.0	GRADUAL RISE
452625	1	31.5	GRADUAL RISE
452630	1	32.0	GRADUAL RISE
452635	1	32.5	GRADUAL RISE
452640	1	33.0	GRADUAL RISE
452645	1	33.5	GRADUAL RISE
452650	1	34.0	GRADUAL RISE
452655	1	34.5	GRADUAL RISE
452660	1	35.0	GRADUAL RISE
452665	1	35.5	GRADUAL RISE
452670	1	36.0	GRADUAL RISE
452675	1	36.5	GRADUAL RISE
452680	1	37.0	GRADUAL RISE
452685	1	37.5	GRADUAL RISE
452690	1	38.0	GRADUAL RISE
452695	1	38.5	GRADUAL RISE
452700	1	39.0	GRADUAL RISE
452705	1	39.5	GRADUAL RISE
452710	1	40.0	GRADUAL RISE
452715	1	40.5	GRADUAL RISE
452720	1	41.0	GRADUAL RISE
452725	1	41.5	GRADUAL RISE
452730	1	42.0	GRADUAL RISE
452735	1	42.5	GRADUAL RISE
452740	1	43.0	GRADUAL RISE
452745	1	43.5	GRADUAL RISE
452750	1	44.0	GRADUAL RISE
452755	1	44.5	GRADUAL RISE
452760	1	45.0	GRADUAL RISE
452765	1	45.5	GRADUAL RISE
452770	1	46.0	GRADUAL RISE
452775	1	46.5	GRADUAL RISE
452780	1	47.0	GRADUAL RISE
452785	1	47.5	GRADUAL RISE
452790	1	48.0	GRADUAL RISE
452795	1	48.5	GRADUAL RISE
452800	1	49.0	GRADUAL RISE

[illegible]

2402100

V.I
QMI2
45

VS 7342-1.0 LC 2402 MF 92.8-93.8

STARK COUNTY, OHIO
1914

LOUISVILLE

SUPERSEDED
THIS MAP HAS BEEN LATER CANCELLED.
IT CANNOT BE USED FOR ANY PURPOSE.
PLEASE REFER TO CANCELLATION MAP NO. 1402.01182

PIZZA, FORT WAYNE & CHICAGO RAILWAY

STATION MAPS TO STATION MAPS
SCALE 1"=100'

OFFICE OF THE ENGINEER
PHILADELPHIA

1402

VS 784-1-1 12 444 100 13-1-1

2402102

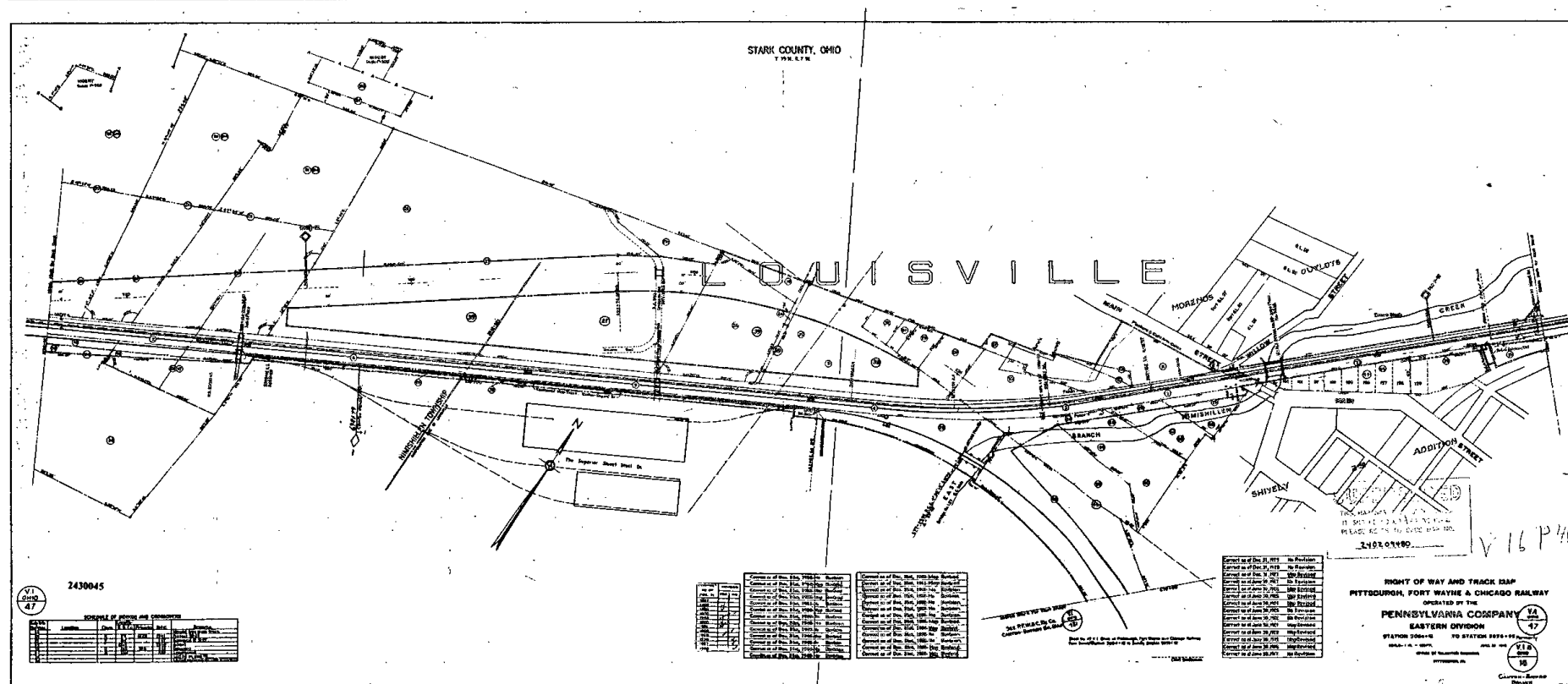
TABLE OF STATIONS AND DISTANCES

STATION	Distance from Louisville	Distance from Cincinnati
Louisville	0	0
...	...	...
Cincinnati	...	0

STATION	Distance from Louisville	Distance from Cincinnati
Louisville	0	0
...	...	...
Cincinnati	...	0

STATION	Distance from Louisville	Distance from Cincinnati
Louisville	0	0
...	...	...
Cincinnati	...	0

STATION	Distance from Louisville	Distance from Cincinnati
Louisville	0	0
...	...	...
Cincinnati	...	0



VS 2842-14 15 2402 100 94.8 95.6 15 2430 100 67.4 68.2

STARR COUNTY, OHIO
NIMSHILLER TOWNSHIP
1890-1891

SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED
BY SUPPLEMENTARY MAP NO. 10
PLEASE REFER TO SAME MAP NO.

14021652

PORT OF WY AND TRADE MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
STATION, BRANCHES TO STATION, BRANCHES
SCALE 1" = 1 MI
JUNE 1890
OFFICE OF ENGINEERING DEPARTMENT
PITTSBURGH, PA.

VI
48
243085R

THIS MAP HAS BEEN SUPERSEDED
 BY DATED 10/25/85 & IS VOID.
 PLEASE REFER TO DATED JAN 80
 74020580

RIGHT OF WAY AND TRUCK MAP
PITTSBURGH FORT WAYNE & CHICAGO RAILWAY

STATION 8096+25 TO STATION 8098+75

WMAK 17-1007 JUNE 26, 1948

OFFICE OF VETERANS' CLAIMS
 1000 17th Street, NW
 Washington, DC 20036-5001
 (202) 273-0800
 TDD (202) 273-0800
 FAX (202) 273-0800
 www.va.gov

2

1. *Journal of Management Studies*, 1990, 27, 1.

$$\frac{V_1}{O_2} = \frac{48}{100}$$

Pharmaceutical

14

VS 7344 LC 2402 MP 95.8 - 96.8 LC 2430 MP 68.2 - 69.2

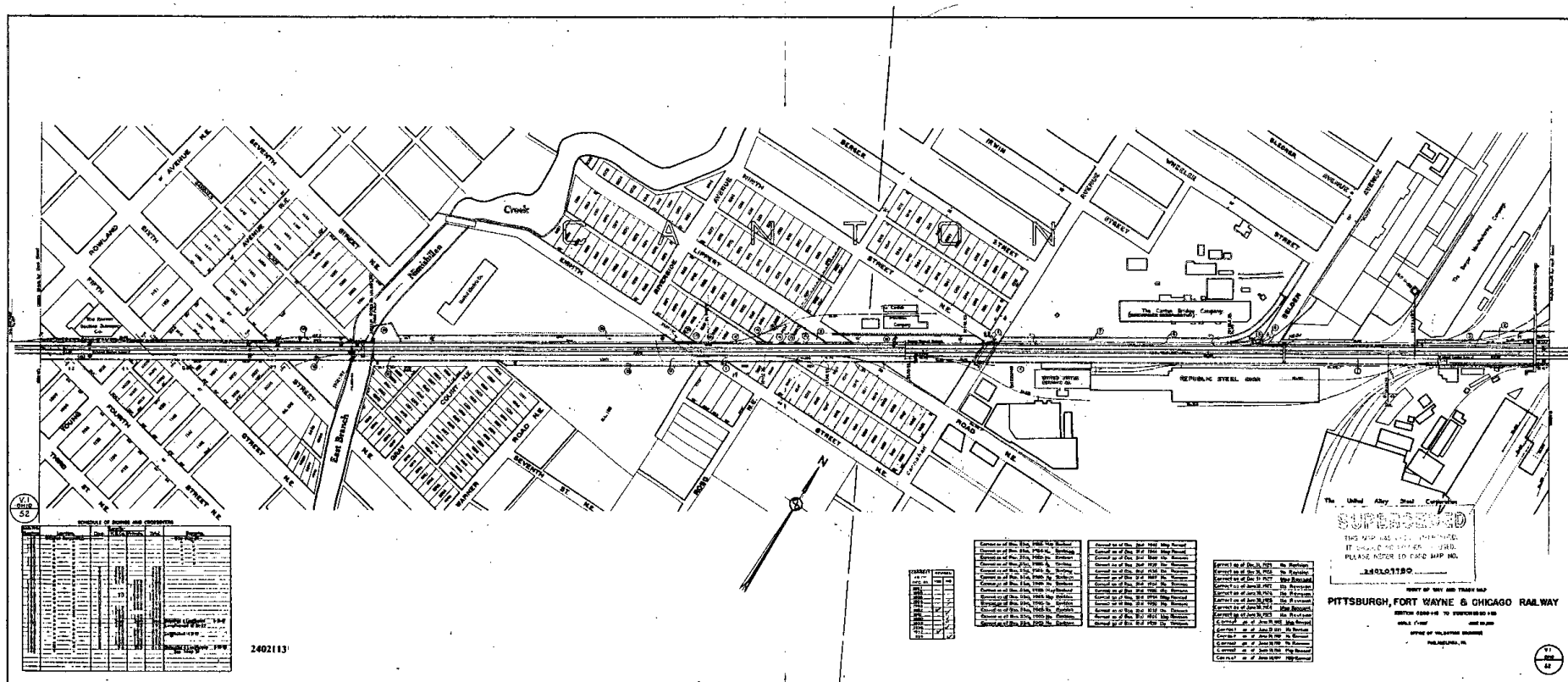
AB 101 FACIL. 85	BIBLIOGR.	
	YR	NO
1982		
1983	2	
1984		
1985		
1986		
1987	2	
1988		5
1989		
1990	1	
1991	2	
1992		

[illegible][illegible]

SUPER-2000
TIRE AND RIM IN EXCELLENT COND.
IT SHOULD BE A GREAT FIND.
PLEASE NOTE THE GOOD TIRE NO.
21020460

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 8102-75 TO STATION 8102-85
SCALE 1" = 100 FT. JAN. 19, 1906.
OFFICE OF ENGINEERING DEPARTMENT

YS 7343 LC 2402 MP 96.8-97.8

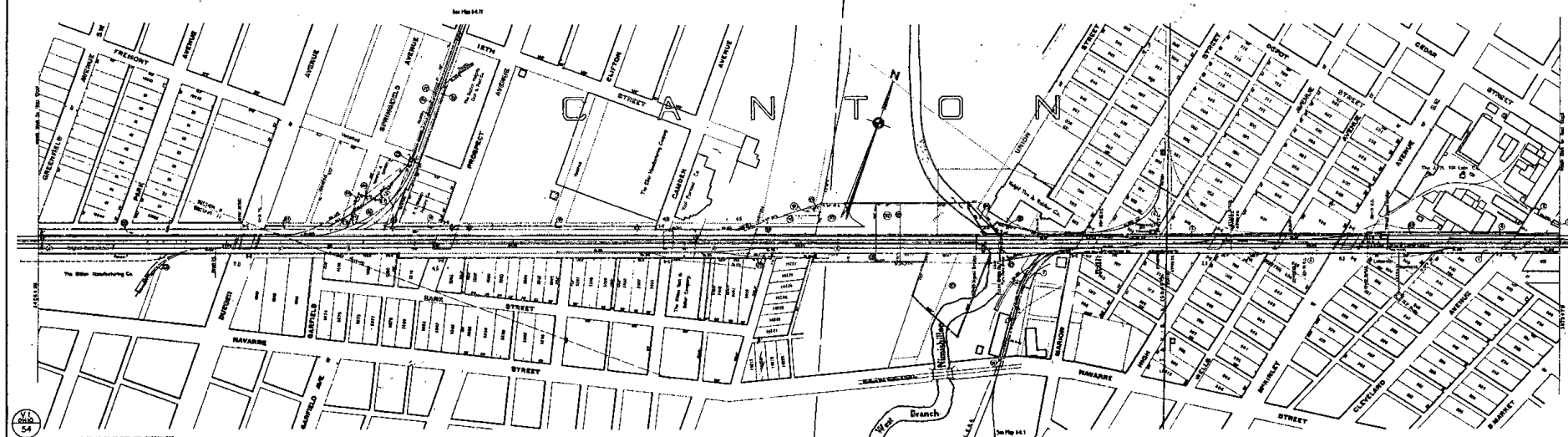




V.S. 7949 LC 2409 HP 100.8 = 101.

PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY

STARK COUNTY, OHIO
JUL 2 1903

[illegible][illegible]

2402115

Chemical	Concentration	
	mg/L	ppm
As	0.05	0.05
Cd	0.01	0.01
Cr	0.05	0.05
Pb	0.01	0.01
Hg	0.01	0.01
Mn	0.05	0.05
Ni	0.01	0.01
Se	0.01	0.01
Te	0.01	0.01
U	0.01	0.01
V	0.01	0.01
Zn	0.05	0.05

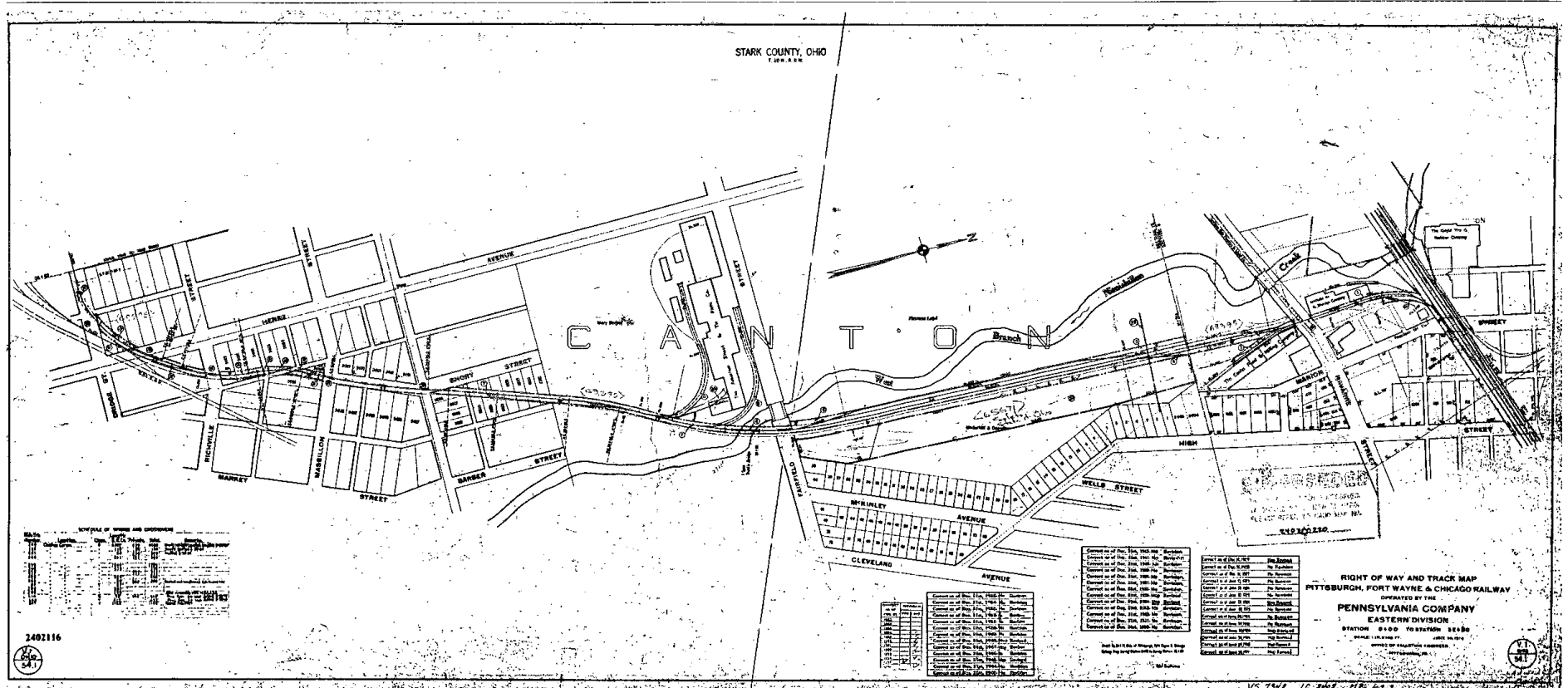
[illegible]

SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED.
IT SHOULD NO LONGER BE USED.
PLEASE REFER TO EACH MAP NO.
7402 10/80

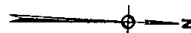
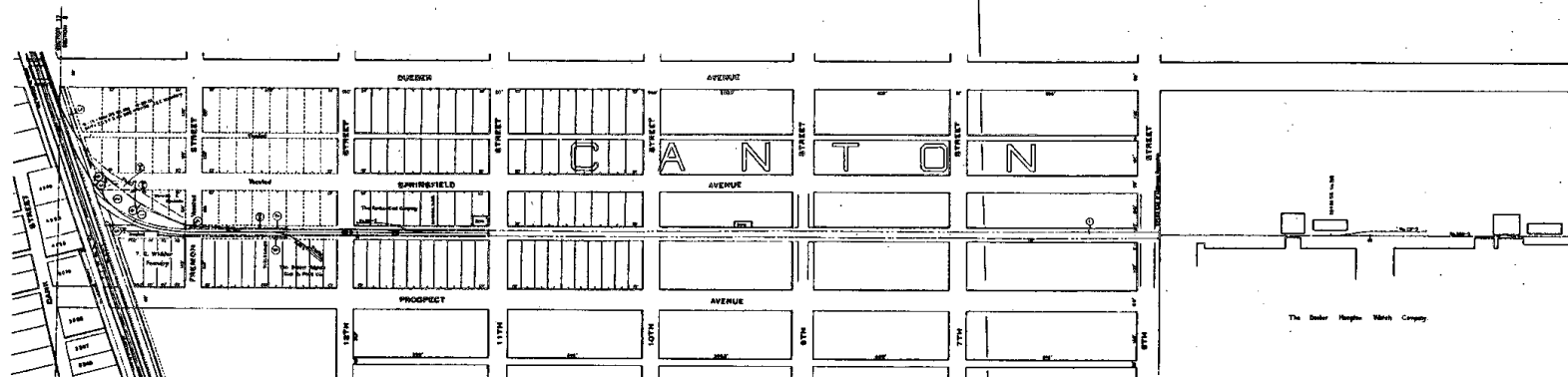
[illegible]

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
REVISED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 827+75 TO STATION 838+00
SCALE 1 INCH = 40' APRIL 14, 1914
OFFICE OF SURVEYING ENGINEER
PITTSBURGH, PA.

VS 7342 LG 2402 MP 101.8-102.8



STARK COUNTY, OHIO
1922, 1923



STATION OF RAILROAD AND CROSSING

STATION	STREET	DATE	REMARKS
1	10th St.	1922	See map of 1922
2	11th St.	1923	See map of 1923
3	12th St.	1924	See map of 1924
4	13th St.	1925	See map of 1925
5	14th St.	1926	See map of 1926
6	15th St.	1927	See map of 1927
7	16th St.	1928	See map of 1928
8	17th St.	1929	See map of 1929
9	18th St.	1930	See map of 1930

2402117

VI
5411

STATION	STREET	DATE	REMARKS
1	10th St.	1922	See map of 1922
2	11th St.	1923	See map of 1923
3	12th St.	1924	See map of 1924
4	13th St.	1925	See map of 1925
5	14th St.	1926	See map of 1926
6	15th St.	1927	See map of 1927
7	16th St.	1928	See map of 1928
8	17th St.	1929	See map of 1929
9	18th St.	1930	See map of 1930

See map of 1922 for details of crossing and crossing

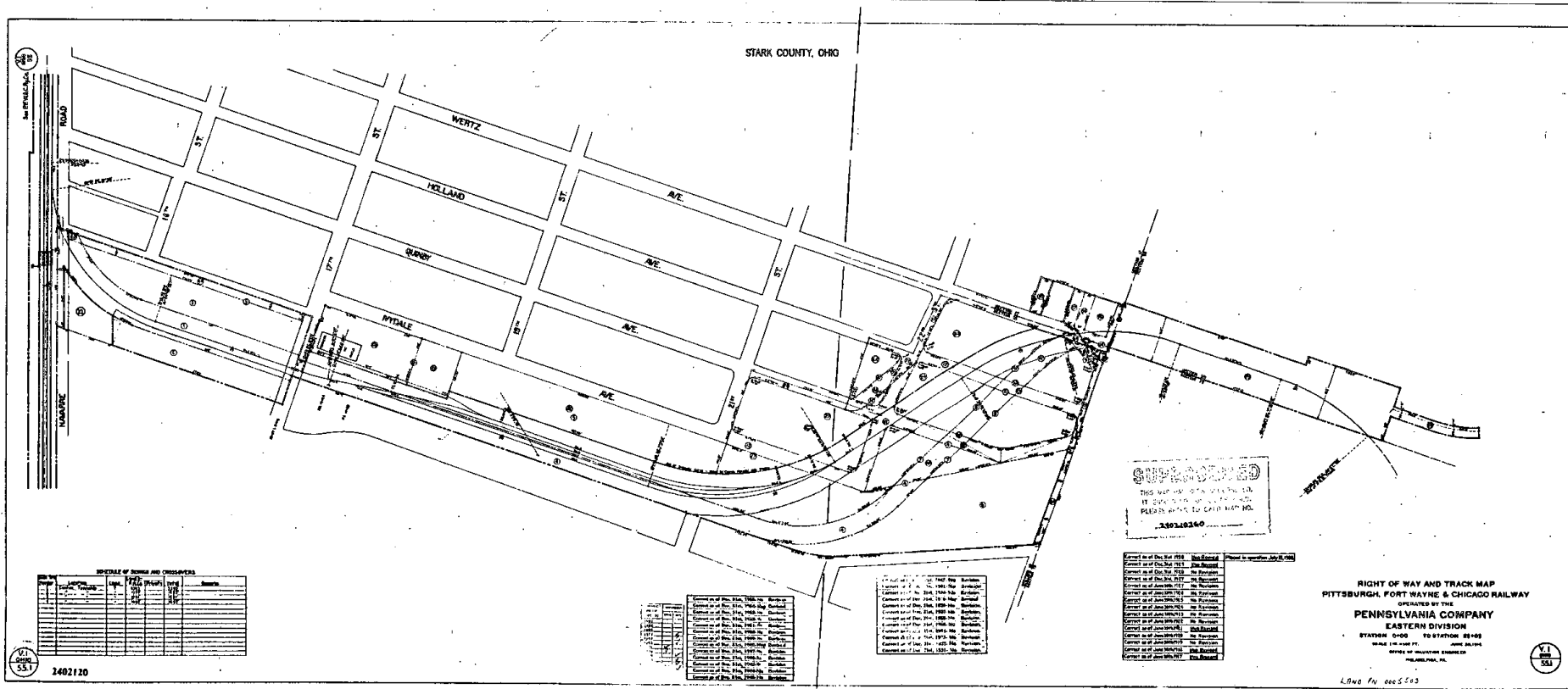
SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED.
IT SHOULD BE KEPT FOR RECORD.
PLEASE REFER TO CITY MAP NO.
2402117

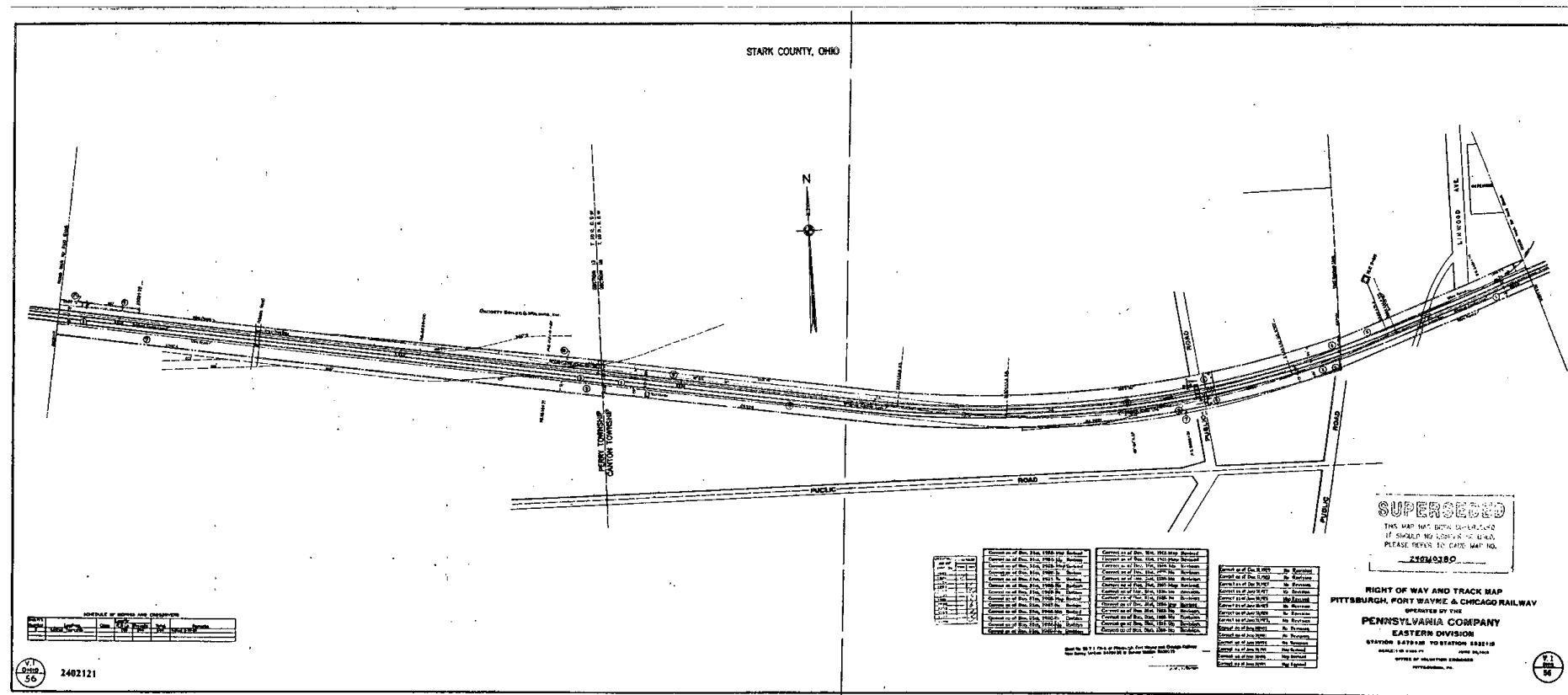
RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION

STATION: 10th St. 17th St. 18th St.
BRIDGE: 10th St. 17th St. 18th St.
OFFICE OF THE ENGINEER: PITTSBURGH, PA.

VI
5411

VS 7572 10.742 HP. 10.2





STARK COUNTY, OHIO
PERY TOWNSHIP
T.M. 8-5-18

SUPPLEMENTARY

240210580

SCHEDULE OF RAILROAD ASSESSMENTS				
NO.	NAME	CLASS	AMOUNT	DATE
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...

2402123

NO.	NAME	CLASS	AMOUNT	DATE
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...

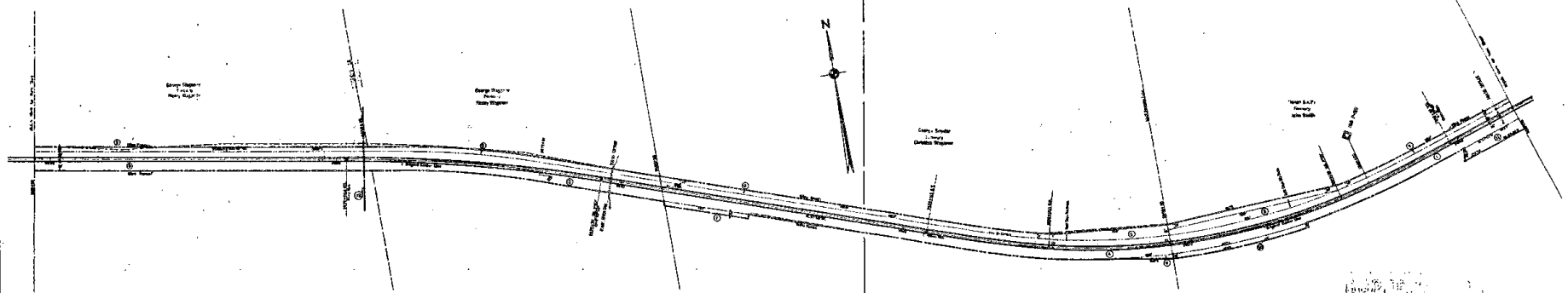
NO.	NAME	CLASS	AMOUNT	DATE
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...

NO.	NAME	CLASS	AMOUNT	DATE
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
OPERATED BY THE
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 282+100 TO STATION 283+775
MADE 1 IN 1918
OFFICE OF RAILROAD ENGINEERS
PITTSBURGH, PA.

VS 1342 LG 2402 TTP MS.P - 144.9

STARK COUNTY, OHIO



SUPERSEDED
 THIS MAP HAS BEEN SUPERSEDED.
 IT SHOULD NO LONGER BE USED.
 PLEASE REFER TO CARD MAP NO.
 21534680

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
 DIVISION OF THE
PENNSYLVANIA COMPANY
 EASTERN DIVISION
 STATION: 345715 TO STATION: 140005
 SCALE: AS SHOWN
 OFFICE OF LOCATION ENGINEER
 PITTSBURGH, PA.

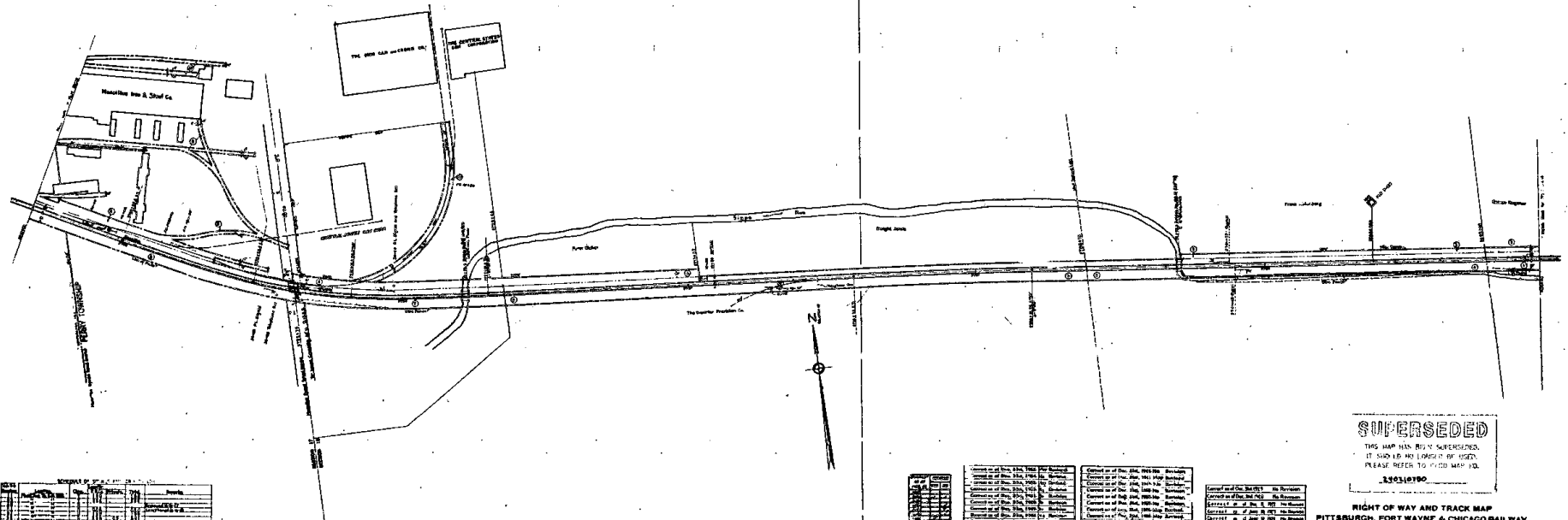
Station	Track	Right of Way	Notes
George	1	100	
George	2	100	
George	3	100	
George	4	100	
George	5	100	
George	6	100	
George	7	100	
George	8	100	
George	9	100	
George	10	100	
George	11	100	
George	12	100	
George	13	100	
George	14	100	
George	15	100	
George	16	100	
George	17	100	
George	18	100	
George	19	100	
George	20	100	
George	21	100	
George	22	100	
George	23	100	
George	24	100	
George	25	100	
George	26	100	
George	27	100	
George	28	100	
George	29	100	
George	30	100	
George	31	100	
George	32	100	
George	33	100	
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George	35	100	
George	36	100	
George	37	100	
George	38	100	
George	39	100	
George	40	100	
George	41	100	
George	42	100	
George	43	100	
George	44	100	
George	45	100	
George	46	100	
George	47	100	
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George	50	100	
George	51	100	
George	52	100	
George	53	100	
George	54	100	
George	55	100	
George	56	100	
George	57	100	
George	58	100	
George	59	100	
George	60	100	
George	61	100	
George	62	100	
George	63	100	
George	64	100	
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George	66	100	
George	67	100	
George	68	100	
George	69	100	
George	70	100	
George	71	100	
George	72	100	
George	73	100	
George	74	100	
George	75	100	
George	76	100	
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George	86	100	
George	87	100	
George	88	100	
George	89	100	
George	90	100	
George	91	100	
George	92	100	
George	93	100	
George	94	100	
George	95	100	
George	96	100	
George	97	100	
George	98	100	
George	99	100	
George	100	100	

2402124



VS TSV2 10 2004 11P HLP-1487

STARK COUNTY, OHIO
1:25,000



Station	Distance from Pittsburgh	Distance from Fort Wayne	Distance from Chicago
Pittsburgh	0	100	200
...	...	...	...
Chicago	200	100	0

VS 7342

2402127

Station	Distance from Pittsburgh	Distance from Fort Wayne	Distance from Chicago
Pittsburgh	0	100	200
...	...	...	...
Chicago	200	100	0

Station	Distance from Pittsburgh	Distance from Fort Wayne	Distance from Chicago
Pittsburgh	0	100	200
...	...	...	...
Chicago	200	100	0

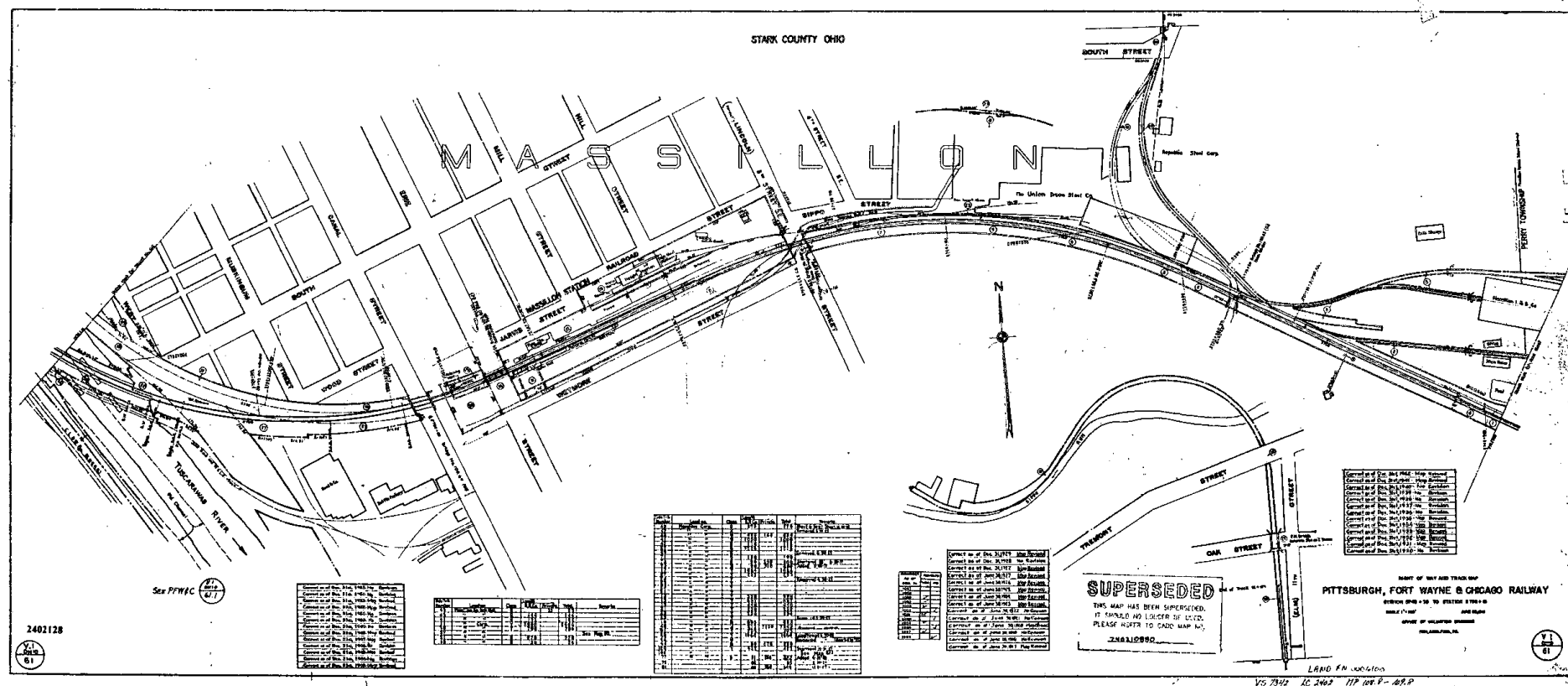
Station	Distance from Pittsburgh	Distance from Fort Wayne	Distance from Chicago
Pittsburgh	0	100	200
...	...	...	...
Chicago	200	100	0

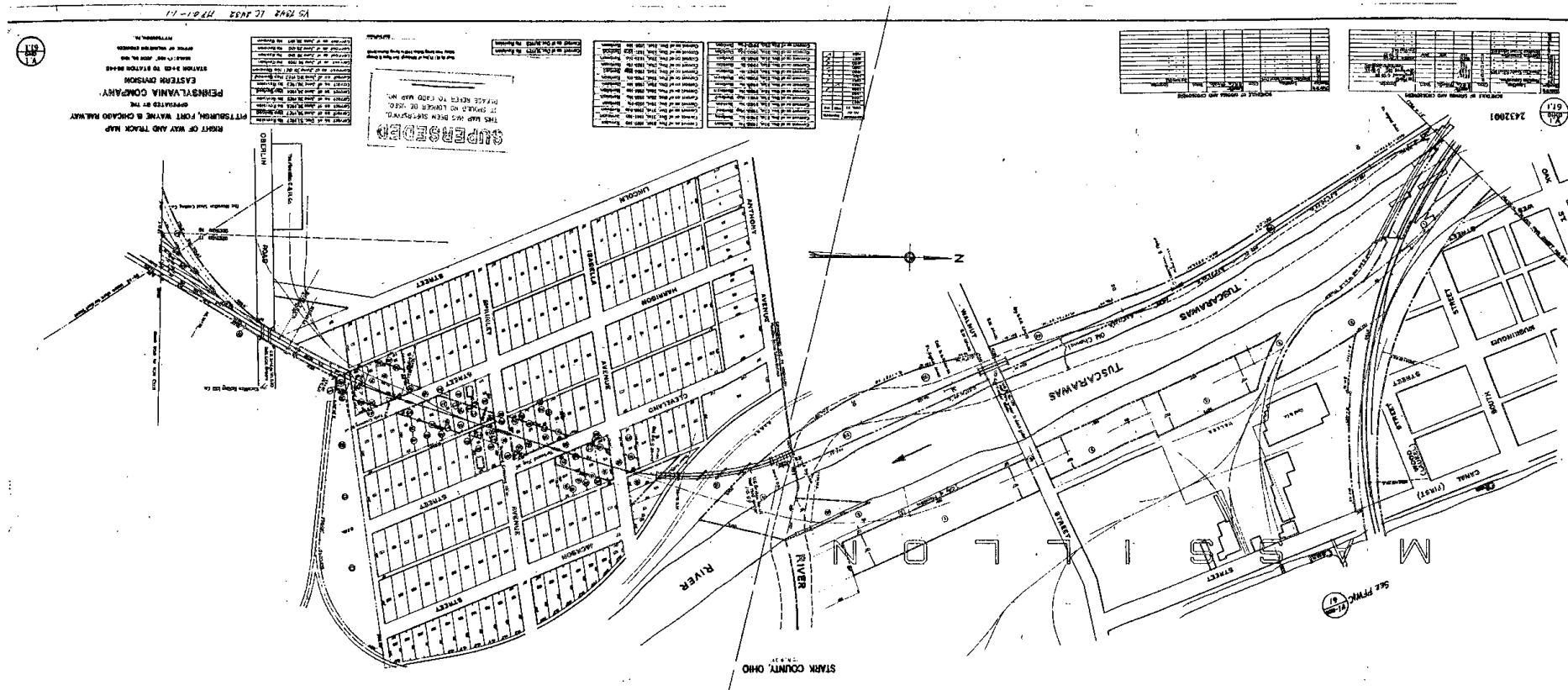
SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED.
IT SHOULD BE LOST OR DESTROYED.
PLEASE REFER TO THE NEW MAP NO. 130310180.

RIGHT OF WAY AND TRACK MAP
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
— DRAFTED BY THE —
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION 3500+00 TO STATION 3700+00
SCALE 1" = 1 MILE
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

VS 7342

VS 7342 LG 2404 177 107.8 - 107.8





VISION 12 2012 HP 11-1-13

10
11
12

PENNSYLVANIA COMPANY
EASTERN DIVISION
PITTSBURGH, PORT WYOMING & CHICAGO RAILWAY
RIGHT OF WAY AND TRACK MAP

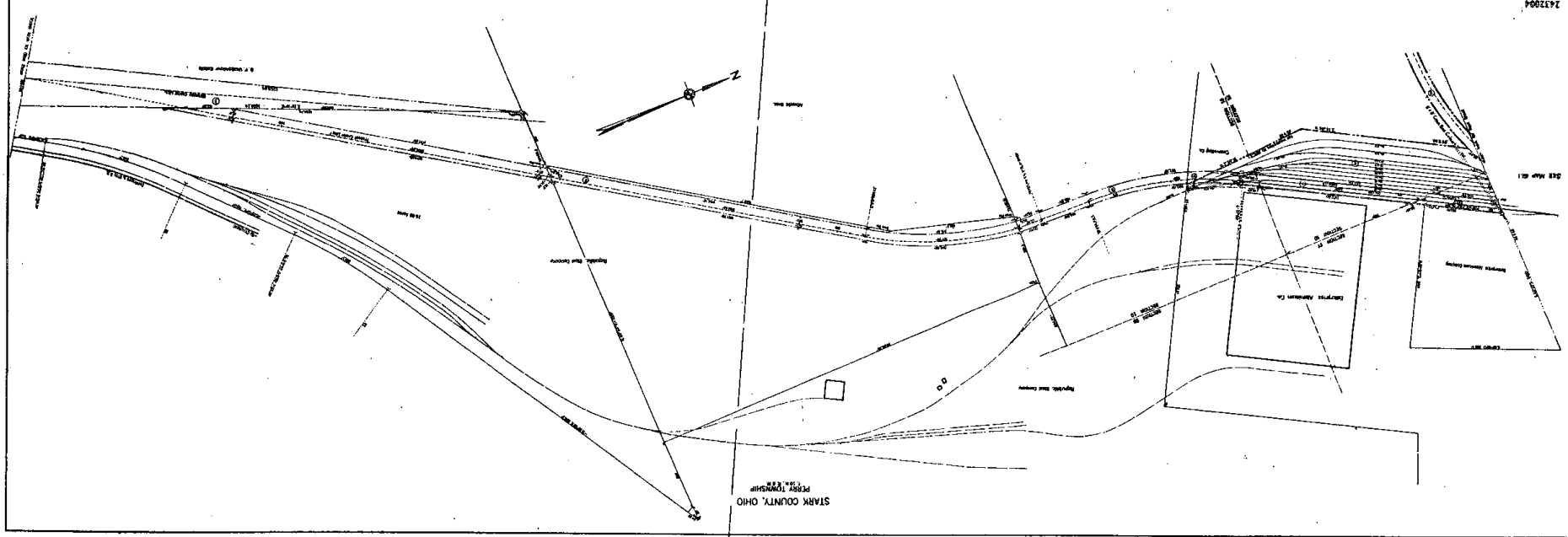
Station	Distance from Port Wyoming	Distance from Chicago
Port Wyoming	0.00	100.00
...	...	...
Chicago	100.00	0.00

Station	Distance from Port Wyoming	Distance from Chicago
Port Wyoming	0.00	100.00
...	...	...
Chicago	100.00	0.00

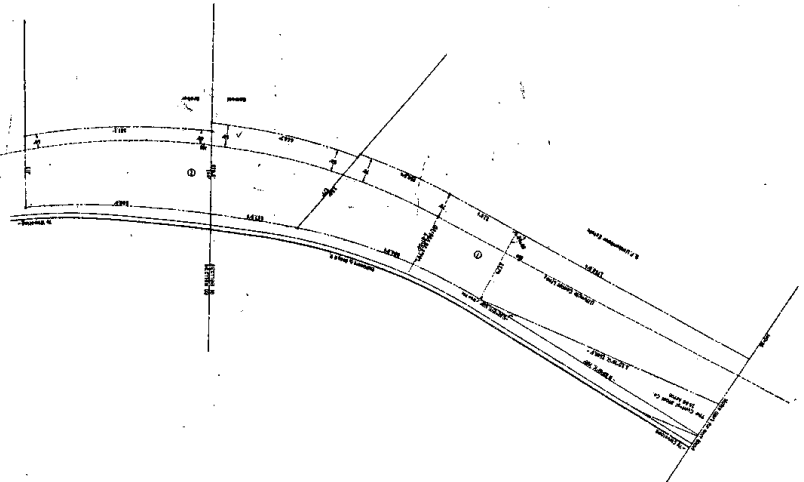
Station	Distance from Port Wyoming	Distance from Chicago
Port Wyoming	0.00	100.00
...	...	...
Chicago	100.00	0.00

Station	Distance from Port Wyoming	Distance from Chicago
Port Wyoming	0.00	100.00
...	...	...
Chicago	100.00	0.00

2437004
612



2432005



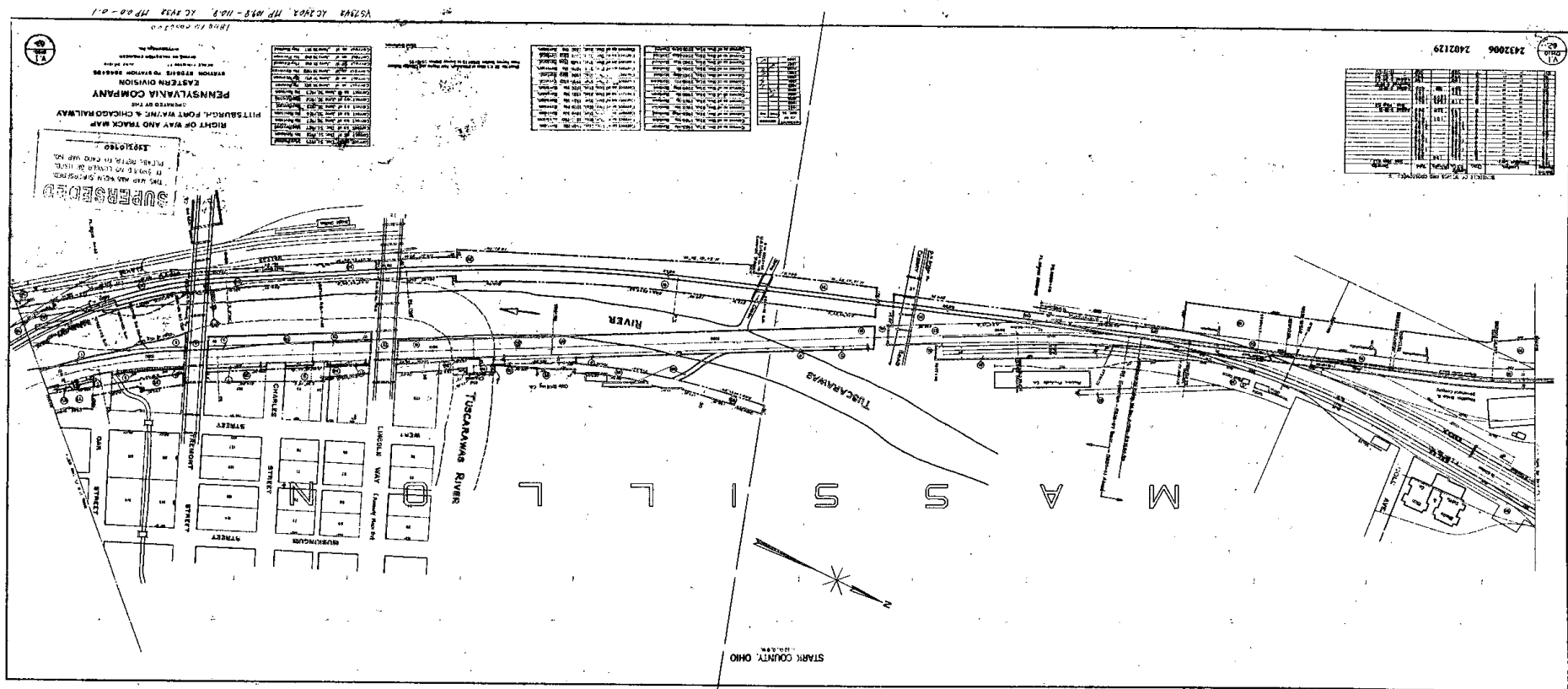
STARK COUNTY, OHIO
PENNSYLVANIA COMPANY
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY

Station	Distance from Pittsburgh, Pa.	Distance from Fort Wayne, Ind.	Distance from Chicago, Ill.
Pittsburgh, Pa.	0.00	100.00	200.00
...	...	...	...
Fort Wayne, Ind.	100.00	0.00	100.00
...	...	...	...
Chicago, Ill.	200.00	100.00	0.00

Station	Distance from Pittsburgh, Pa.	Distance from Fort Wayne, Ind.	Distance from Chicago, Ill.
Pittsburgh, Pa.	0.00	100.00	200.00
...	...	...	...
Fort Wayne, Ind.	100.00	0.00	100.00
...	...	...	...
Chicago, Ill.	200.00	100.00	0.00

RIGHT OF WAY AND TRACK MAP
PENNSYLVANIA COMPANY
EASTERN DIVISION
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
DISTANCE FROM PITTSBURGH, PA.
DISTANCE FROM FORT WAYNE, IND.
DISTANCE FROM CHICAGO, ILL.

100



STARK COUNTY, OHIO

VS 7342 10 244 117 11.8-11.8

69
11

SUPERSEDED
THIS MAP HAS BEEN SUPERSEDED
IN SHOWN ON LATER REVISIONS.
PLEASE REFER TO CHD MAP NO. 11
FOR THE LATEST REVISIONS.
PENNSYLVANIA COMPANY
PITTSBURGH, FORT WAYNE & CHICAGO RAILWAY
EASTERN DIVISION
CONCEDED BY THE
COMMONWEALTH OF PENNSYLVANIA
BY ACT OF SENATE, FEBRUARY 28, 1907
BY ACT OF SENATE, FEBRUARY 28, 1907
BY ACT OF SENATE, FEBRUARY 28, 1907

STATION	CHD MAP NO.	DATE
...	...	...

NOTES:
1. THE RAILROADS SHOWN ON THIS MAP ARE THE PROPERTY OF THE PENNSYLVANIA COMPANY.
2. THE RAILROADS SHOWN ON THIS MAP ARE THE PROPERTY OF THE PENNSYLVANIA COMPANY.

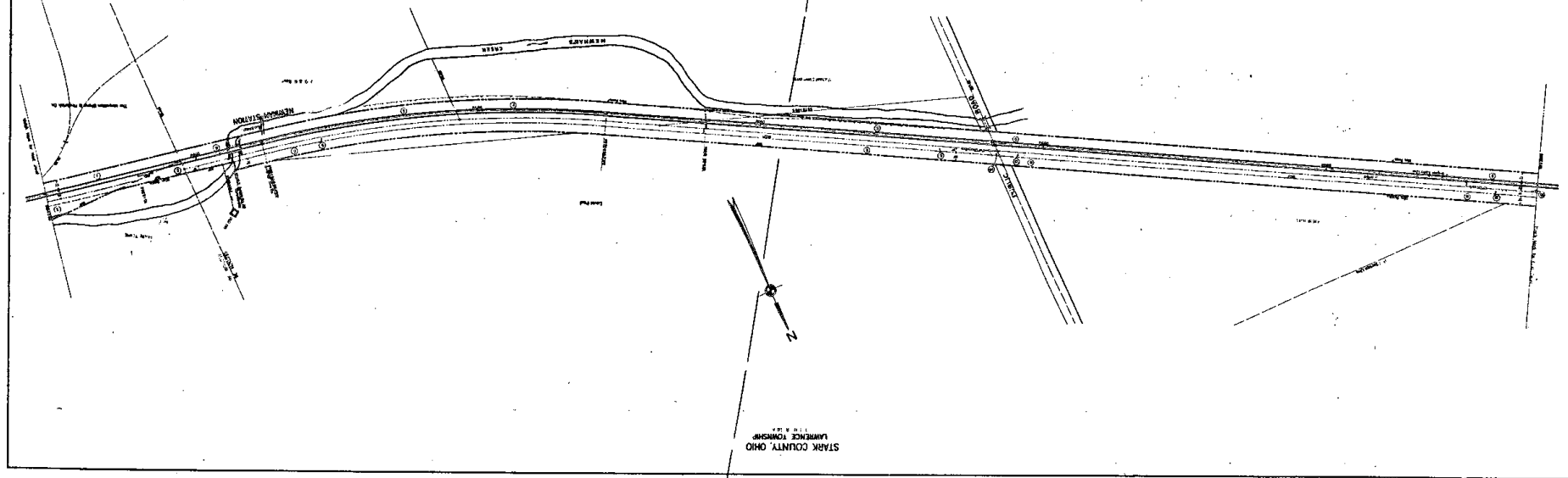
STATION	CHD MAP NO.	DATE
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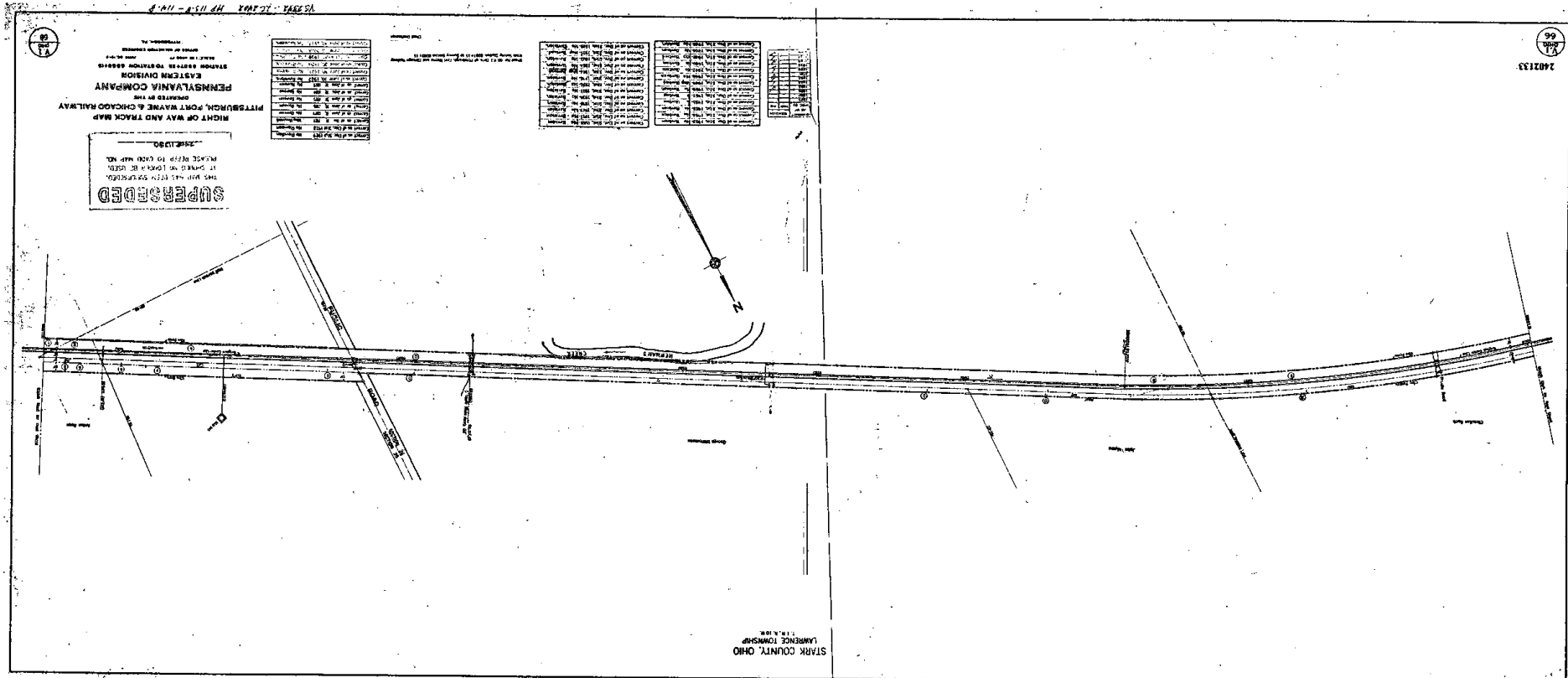
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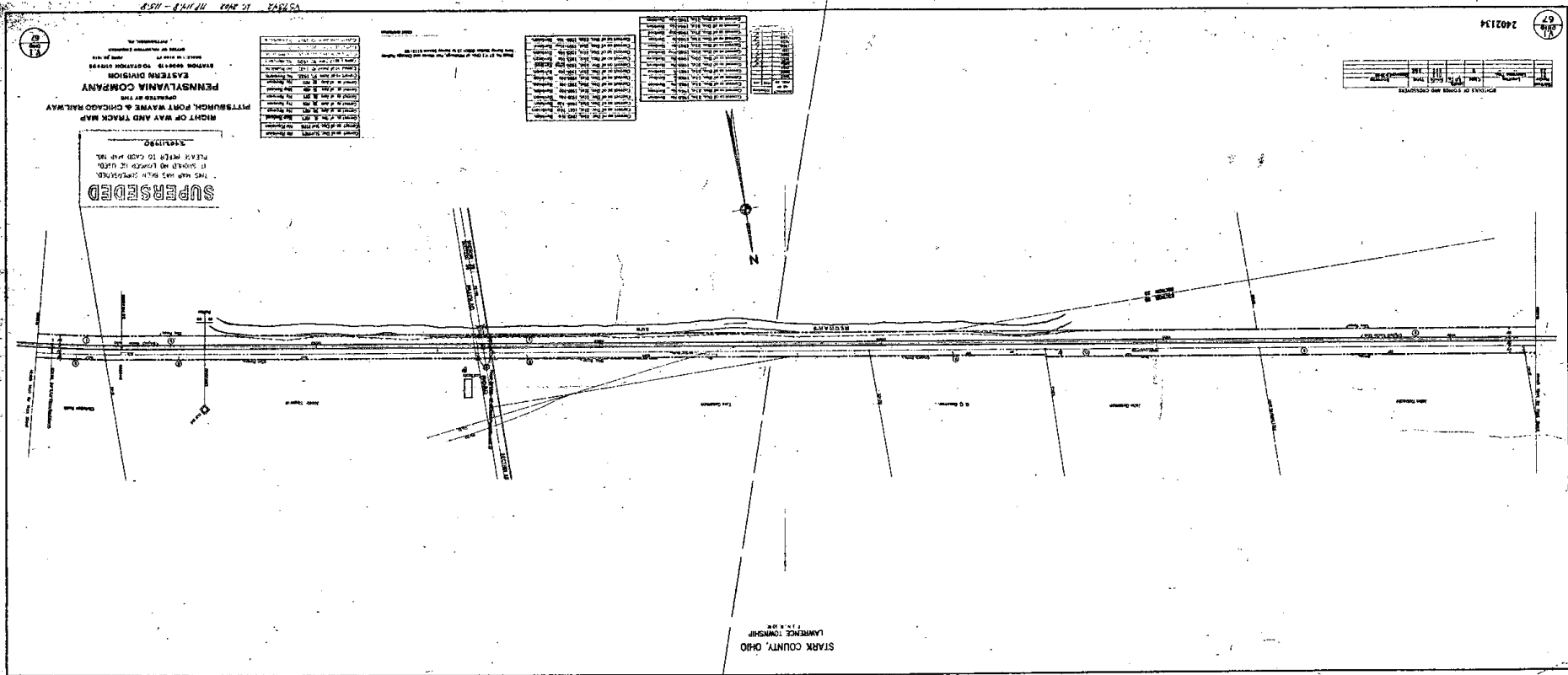
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69
11

2402132







VS 7342 LC 2402 . NP 116.8-117.8

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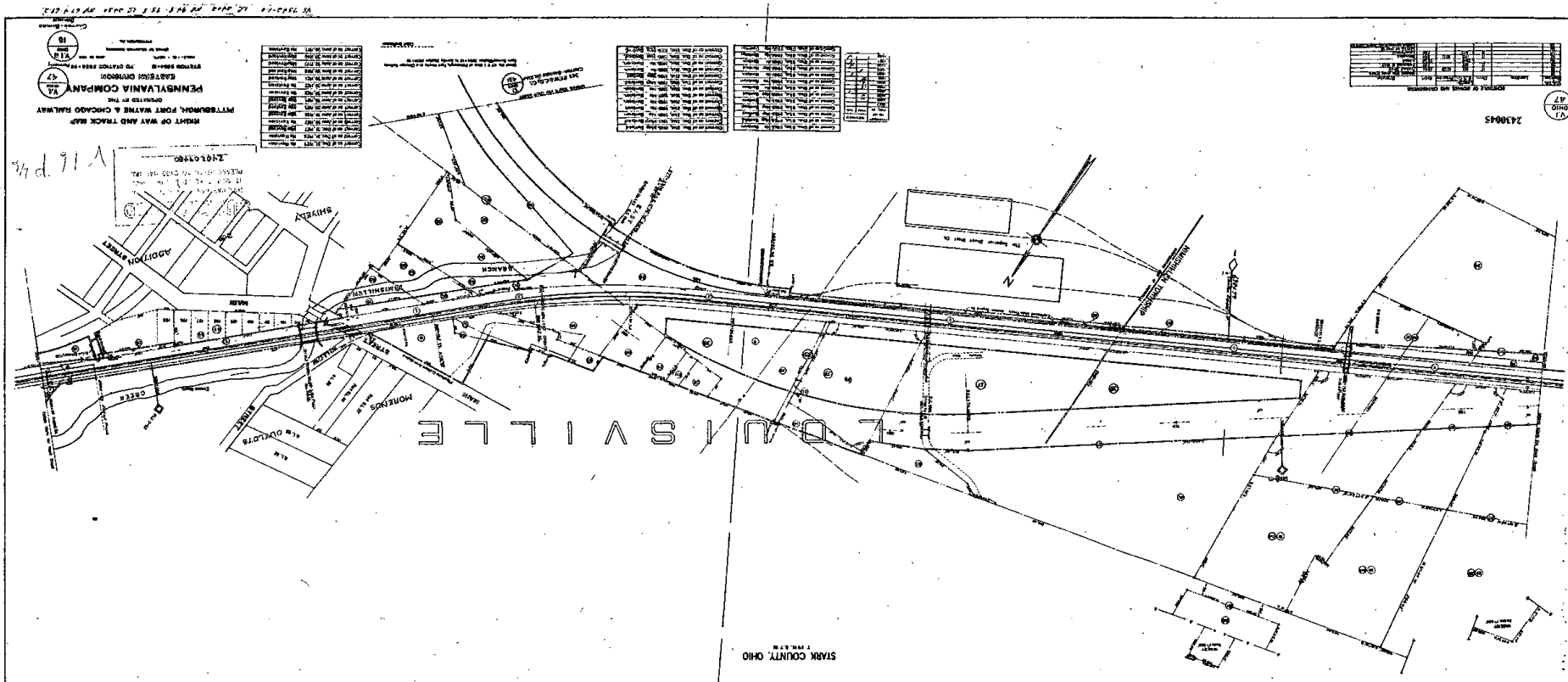
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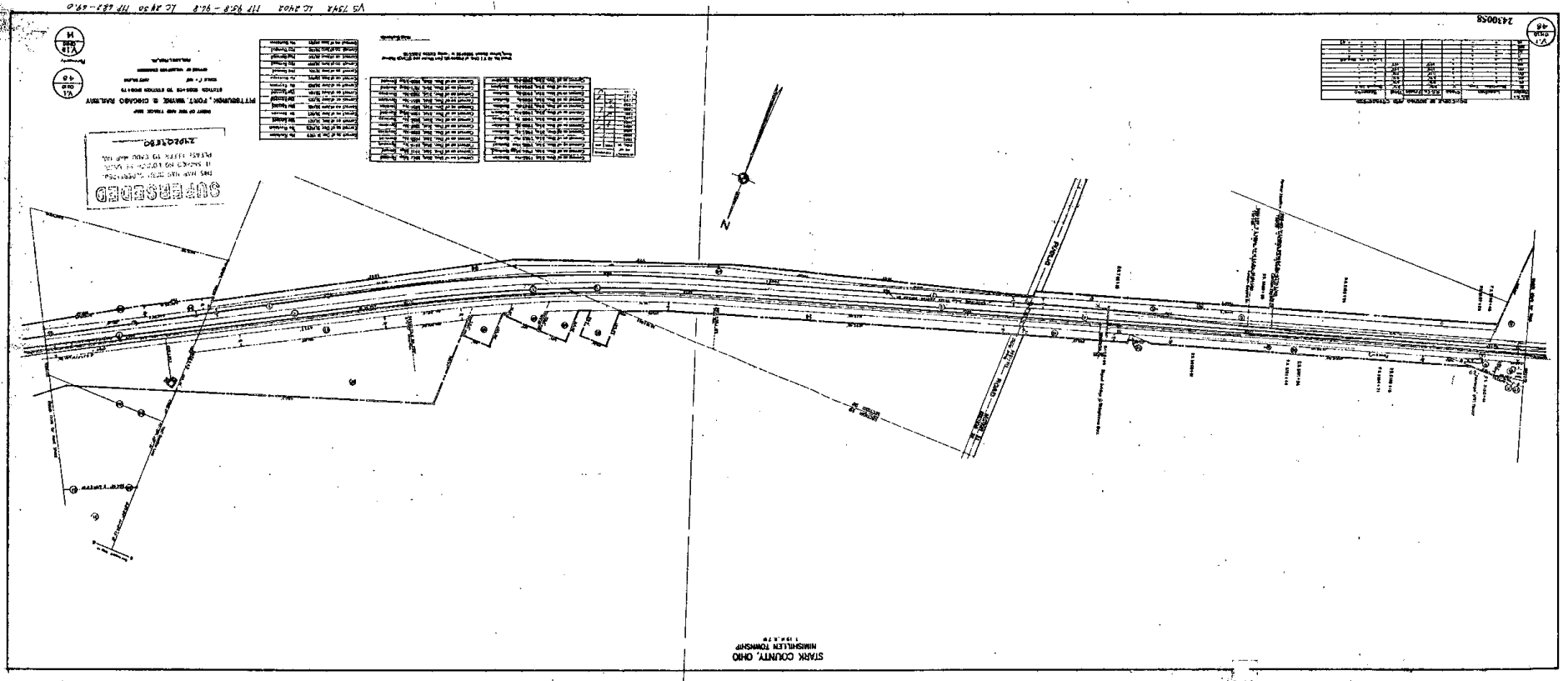
PENNSYLVANIA COMPANY
EASTERN DIVISION
STATION BLDG-700 FORT MONMOUTH SEASIDE NJ
NEW YORK

RIGHT OF WAY AND TRACT 141
URCH, FORT WAYNE & CHICAGO

SUPPRESSED
THIS WORK HAS BEEN SUPPRESSED
IT SPREAD ON A LIMITED BASIS
PLEASE RETURN TO SOURCE AND NO
FURTHER DISSEMINATION

WAYNE COUNTY, OHIO
GAUSHMAN TOWNSHIP
LAWRENCE TOWNSHIP
STARK COUNTY, OHIO

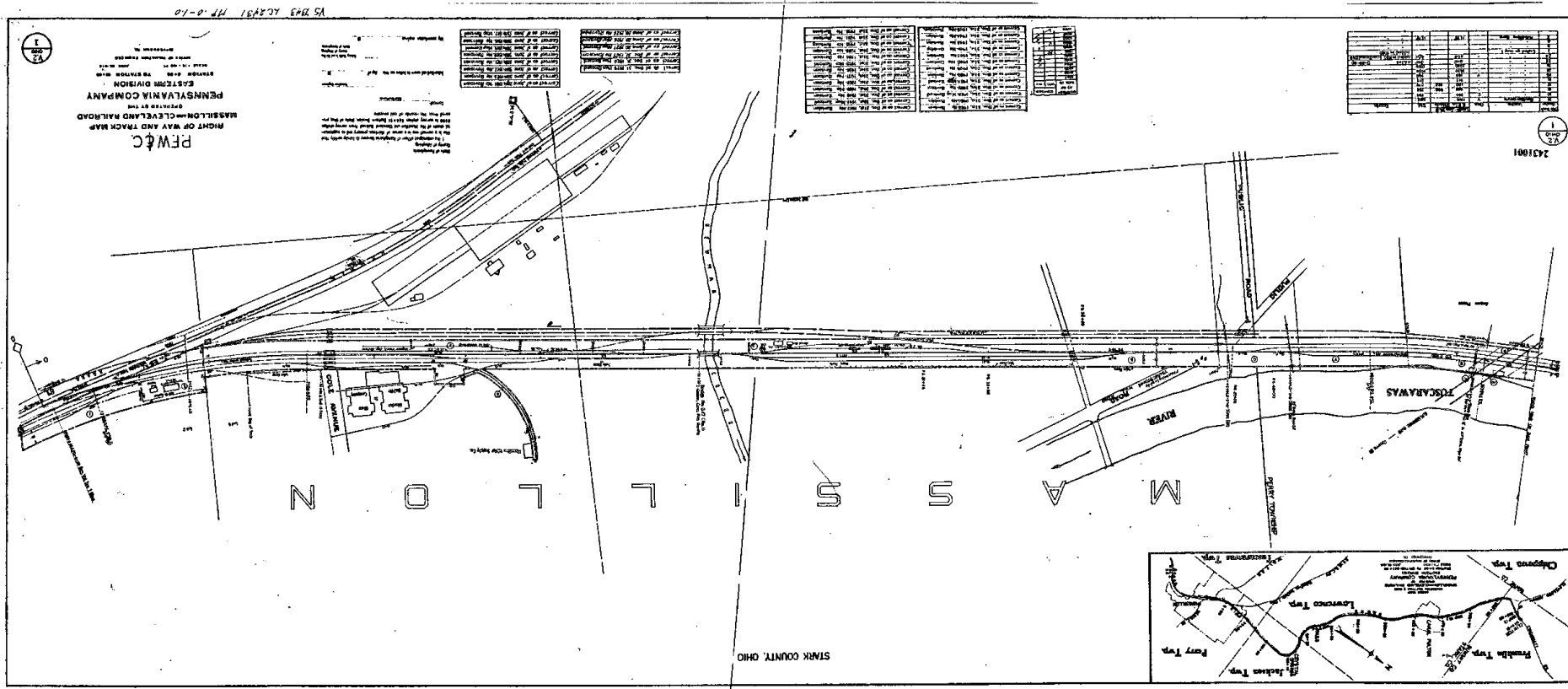




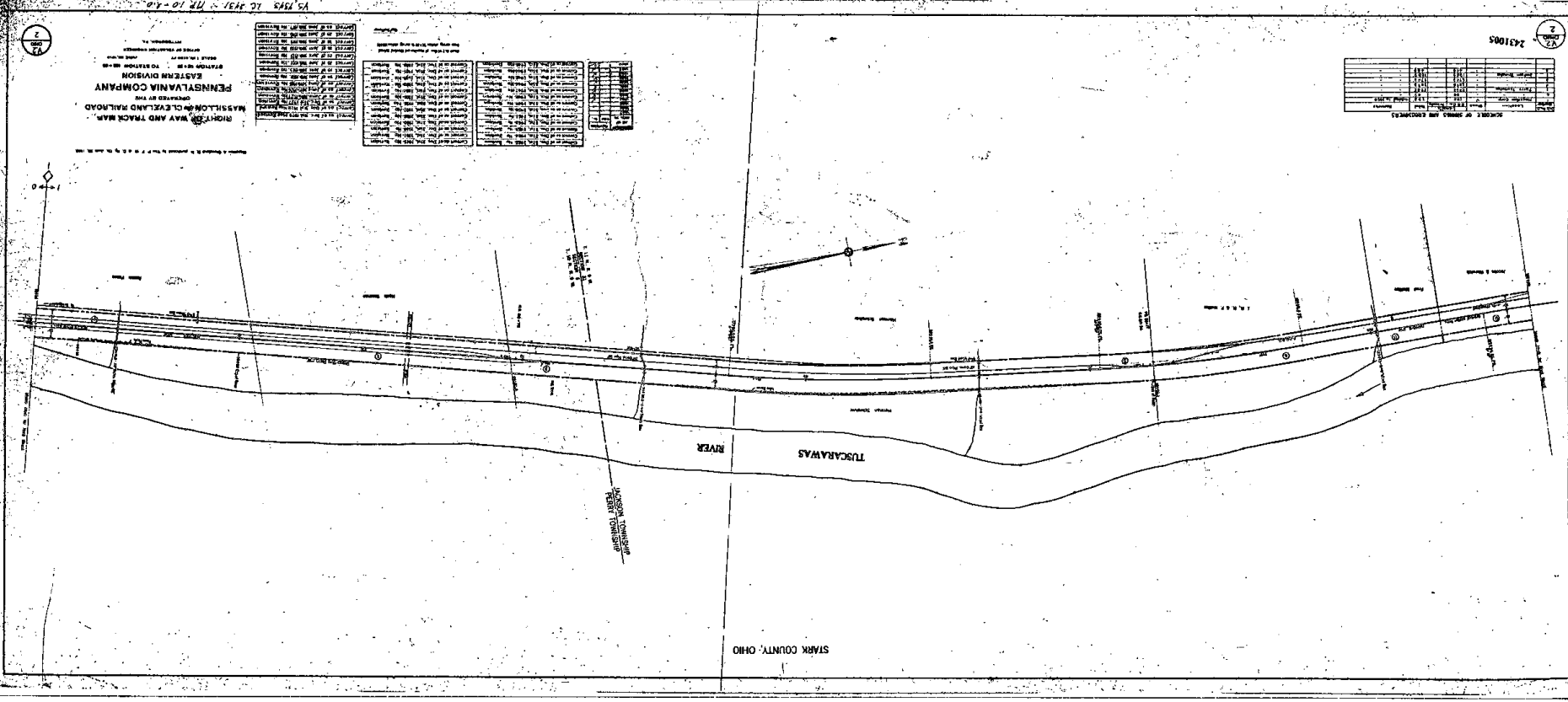
STARK COUNTY, OHIO									
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5	5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9	9
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2410058

STARK COUNTY, OHIO
MUNSHILL TOWNSHIP



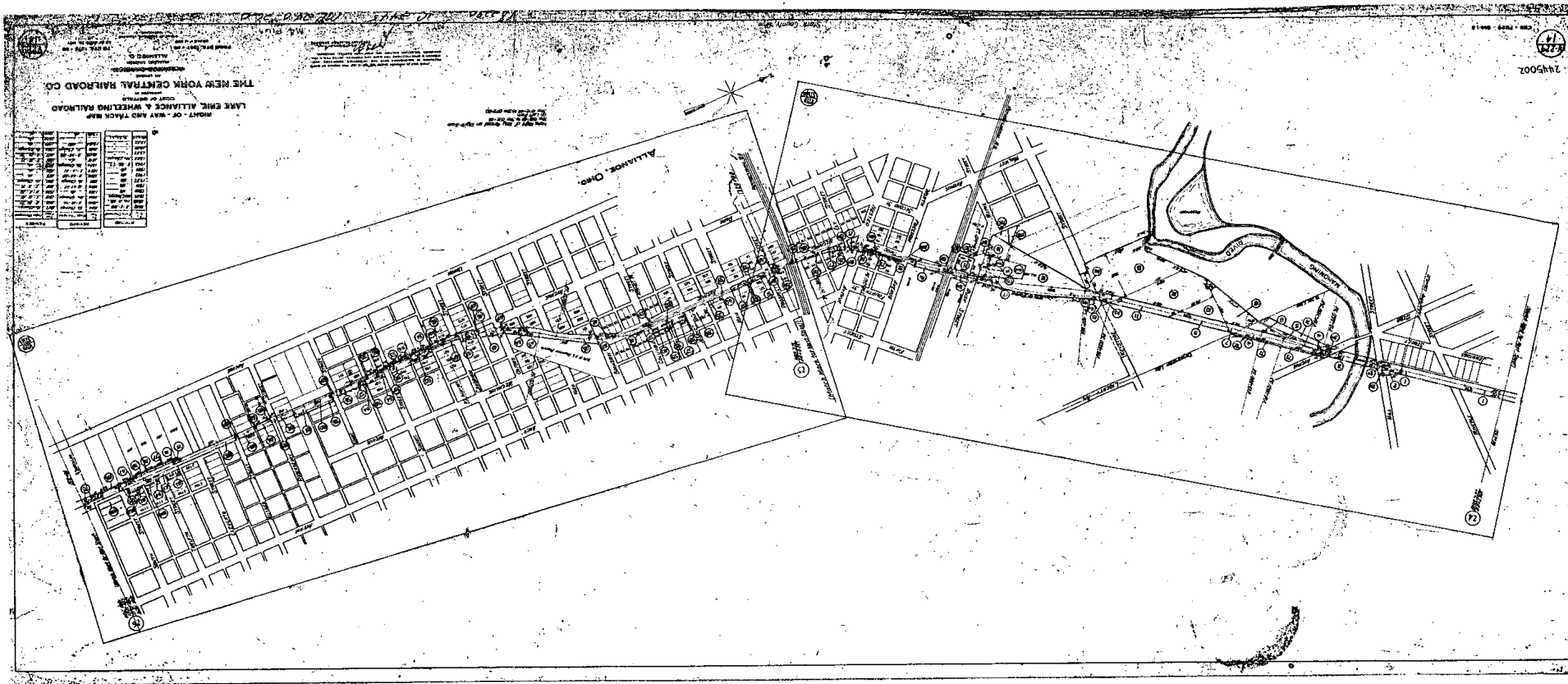
STARK COUNTY, OHIO

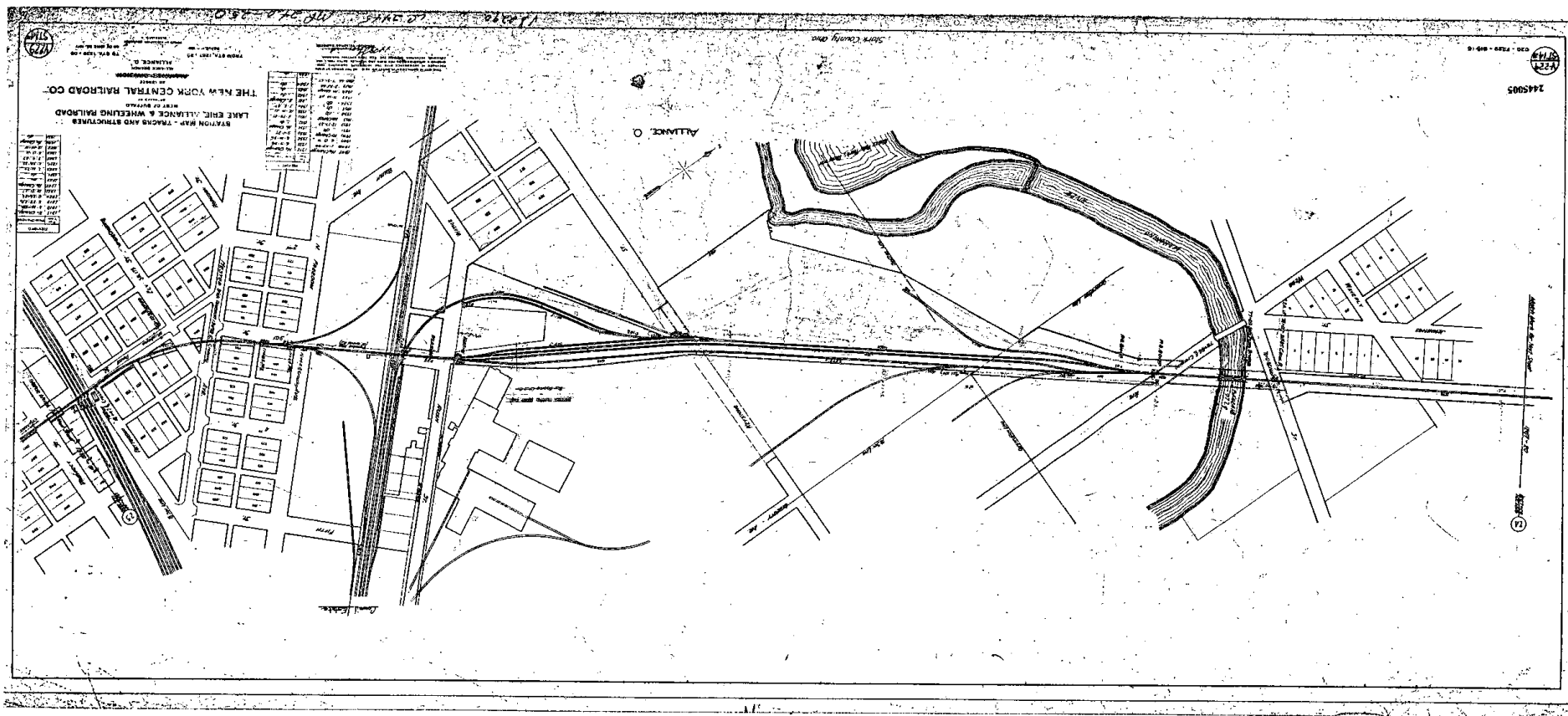


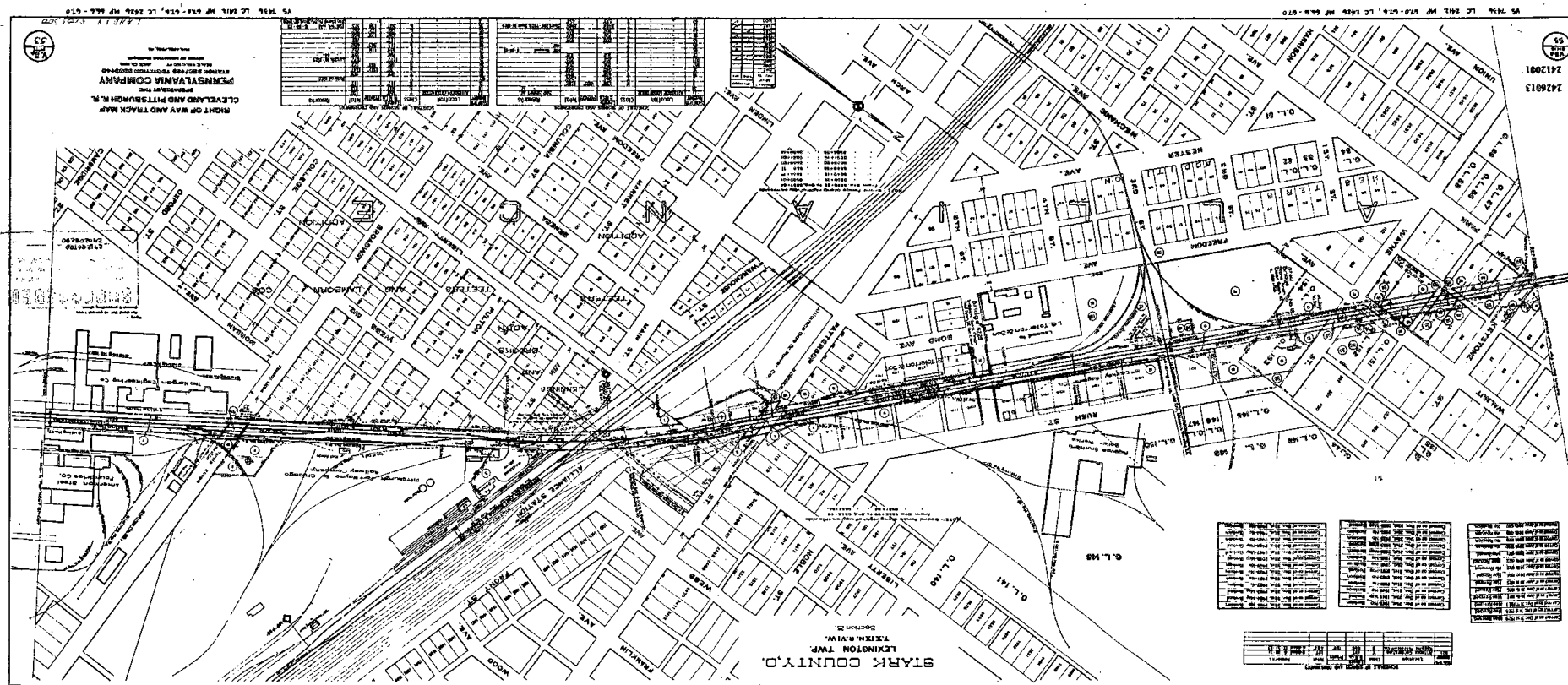
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2431005









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1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348</
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[illegible]

PENNSYLVANIA COMPANY
 CLEVELAND AND PITTSBURGH N. R.
 1900

STARK COUNTY, O.
LEXINGTON TWP.
TAXIN. R. VIW.

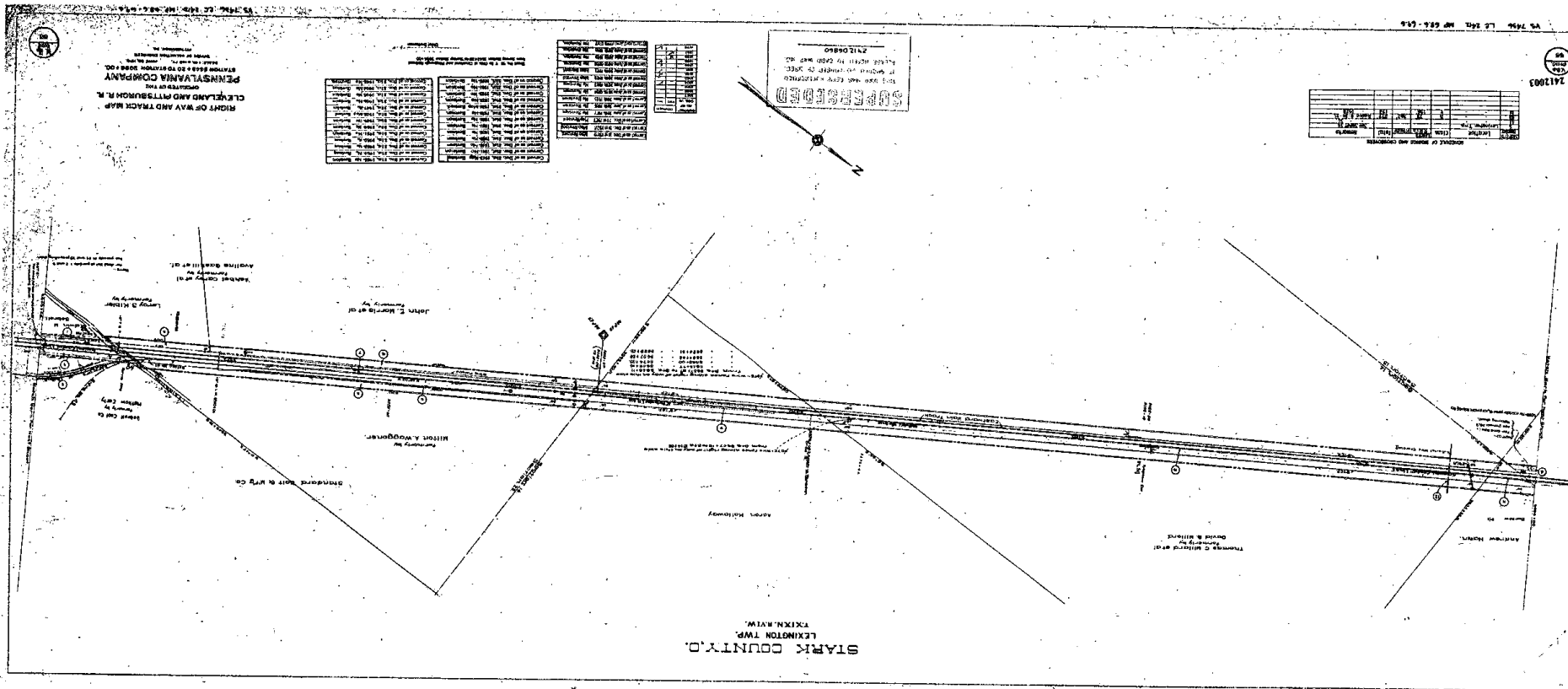
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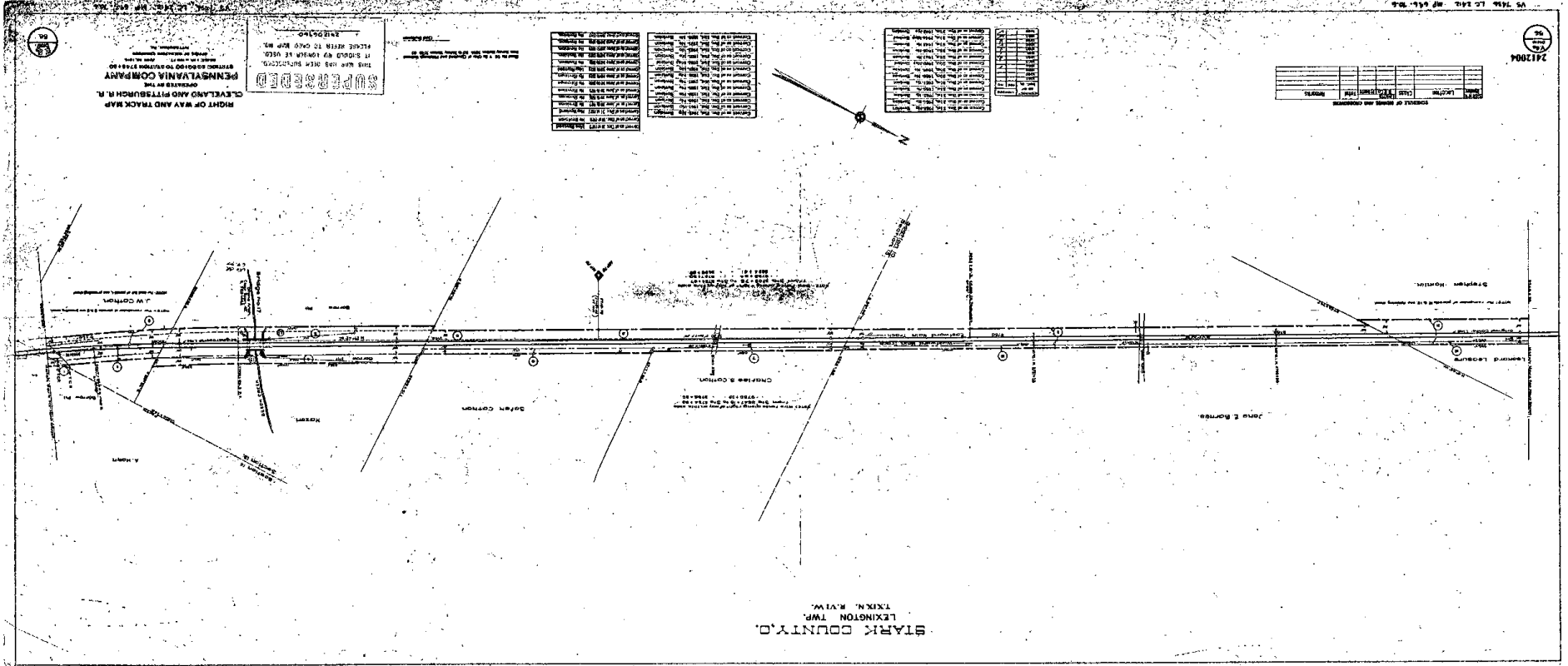
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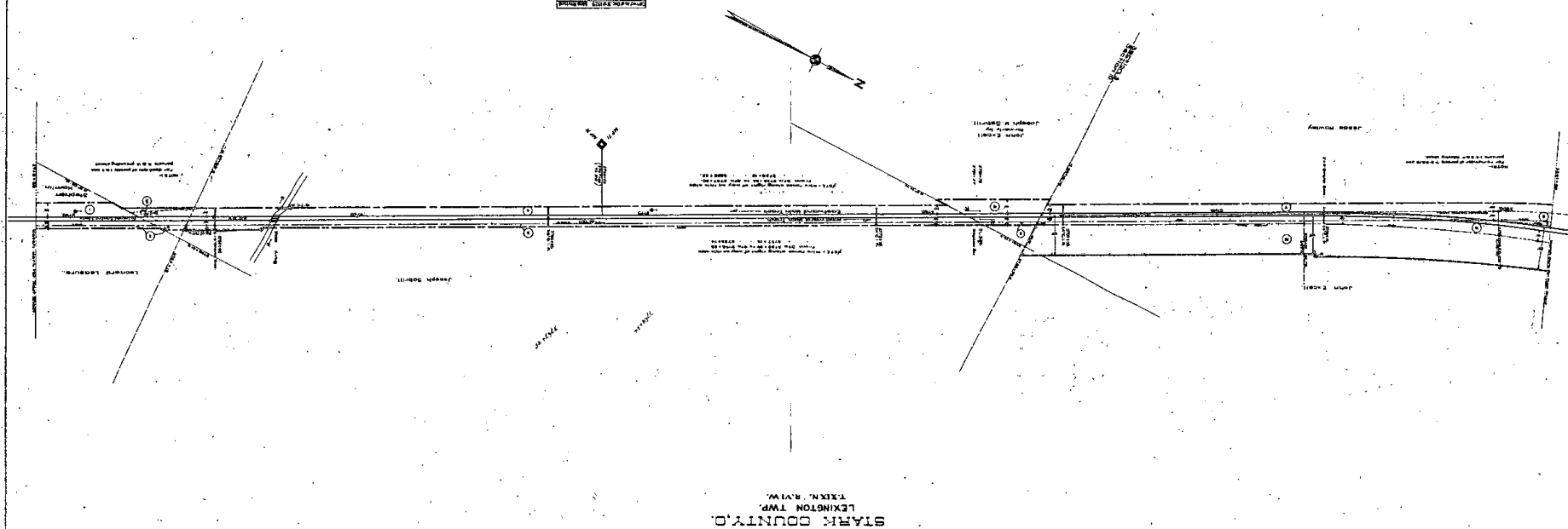
RIGHT OF WAY AND TRUCK MAP
CLEVELAND AND PITTSBURGH R. R.
OPERATED BY THE
PENNSYLVANIA COMPANY
STATION 6666 + 20 TO STATION 6086 + 00
MILEAGE 6.80





SECRET

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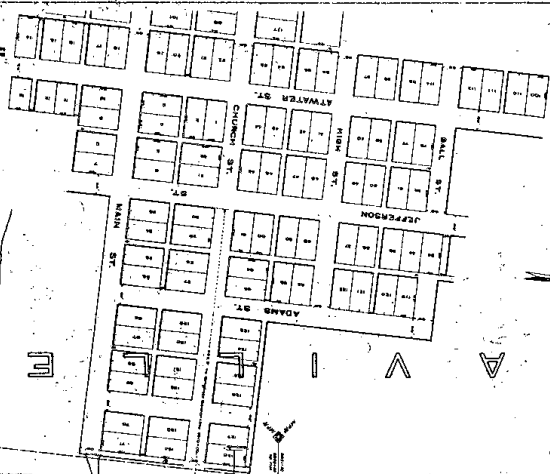
[illegible]

Block	Lot	Area	Owner
1	1	0.10	John H. Smith
1	2	0.10	John H. Smith
1	3	0.10	John H. Smith
1	4	0.10	John H. Smith
1	5	0.10	John H. Smith
1	6	0.10	John H. Smith
1	7	0.10	John H. Smith
1	8	0.10	John H. Smith
1	9	0.10	John H. Smith
1	10	0.10	John H. Smith

PORTAGE COUNTY, O.
TWINER TWP.
LEXINGTON TWP.
STARX COUNTY, O.

Block	Lot	Area	Owner
1	1	0.10	John H. Smith
1	2	0.10	John H. Smith
1	3	0.10	John H. Smith
1	4	0.10	John H. Smith
1	5	0.10	John H. Smith
1	6	0.10	John H. Smith
1	7	0.10	John H. Smith
1	8	0.10	John H. Smith
1	9	0.10	John H. Smith
1	10	0.10	John H. Smith

RECORDS OF THE
COUNTY CLERK
OF PORTAGE COUNTY, O.
RECORDS OF THE
COUNTY CLERK
OF STARX COUNTY, O.



Block	Lot	Area	Owner
1	1	0.10	John H. Smith
1	2	0.10	John H. Smith
1	3	0.10	John H. Smith
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1	5	0.10	John H. Smith
1	6	0.10	John H. Smith
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1	9	0.10	John H. Smith
1	10	0.10	John H. Smith

PENNSYLVANIA COMPANY
CLEVELAND AND PITTSBURGH, N.Y.

