

**Exhibit "B"**

**LIMITED WARRANTY DEED**

**(Pursuant to Ohio Revised Code Section 5302.07)**

**KNOW ALL MEN BY THESE PRESENTS**, that **JEFFCO RESOURCES, INC.**, an Ohio corporation ("Grantor"), whose address is 72 Airport Road, Wintersville, Ohio 43953, for valuable consideration paid, grants with limited warranty covenants, to \_\_\_\_\_, a \_\_\_\_\_, ("Grantee"), whose tax-mailing address is \_\_\_\_\_, the *surface only* of following real property (the "Property"):

[The legal description of the Property is attached hereto as Exhibit "A" and incorporated herein by reference.]

Parcel I.D. No.:

Prior Instrument Reference: Vol. \_\_\_\_\_; Page \_\_\_\_\_, \_\_\_\_\_ County, Ohio Records

**THE PROPERTY IS SUBJECT, HOWEVER, TO:** (i) all applicable zoning ordinances, highways, rights of way, taxes and assessments, if any, not yet due and payable, (ii) all exceptions, restrictions, conditions, limitations, rights of way, estates, reservations, reverters and easements of record and (iii) conditions apparent from an inspection of the Property or from a survey thereof.

**EXCEPTING AND RESERVING** to the Grantor, its successors and assigns, all Minerals, as that term is defined in Ohio Revised Code Section 5301.56, associated with the Property and owned by Grantor; provided, however, that Grantor's right to prospect, explore, and undertake mineral recovery operations and related activities shall occur only below the surface of the Property and any such activity shall be conducted in a manner so as not to materially affect Grantee's use and enjoyment of the surface rights of the Property.

In the event that any mineral interest vests in Grantee by operation of law or otherwise, or in the event a future determination is made, judicially or otherwise, that Grantee owns any mineral interest associated with the Property, then this reservation shall include those minerals. In such event, Grantee shall promptly quit-claim any and all interest in such mineral interests to Grantor. The doctrine of after-acquired title, as it relates to the Property's mineral estate, shall apply to this exception and reservation.

**BY ACCEPTING THIS DEED**, Grantee acknowledges that Grantee has inspected the Property and is acquiring the same as a result of such inspection in its present condition and circumstance, and by accepting this deed and as a part of the consideration for this conveyance, Grantee covenants and agrees to assume any and all risks of the Property. Grantee, for itself and its successors and assigns, hereby expressly waives all rights relative to, and releases Grantor from, any and all liability, claims, demands, actions or causes of action, present or future, legal or equitable, of every kind, nature and description in connection with the Property.

Executed as of \_\_\_\_\_, 2017.

**GRANTOR:**

**JEFFCO RESOURCES, INC.,**  
an Ohio corporation

By: \_\_\_\_\_  
Paul P. Carapellotti, Secretary & Treasurer

STATE OF OHIO ) SS:  
COUNTY OF \_\_\_\_\_)

**BEFORE ME**, a Notary Public, personally appeared Paul P. Carapellotti, as Secretary and Treasurer of **JEFFCO RESOURCES, INC.**, an Ohio corporation, who acknowledged that he did execute the foregoing instrument on behalf of said corporation and that the same was his free act and deed.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal as of this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

*This Instrument prepared by:*  
Michael S. Yashko  
Roetzel & Andress  
A Legal Professional Association  
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Naples, FL 34109  
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**EXHIBIT A**

(Legal Description of the Property to be attached)